



RETAIL GAS SALES AGREEMENT

Integrys Energy Services – Natural Gas, LLC, a Delaware limited liability company, (hereinafter referred to as the "Seller") and **Dana Point Condominium Association** (hereinafter referred to as the "Buyer"), each a "Party" and collectively "Parties", agree as of July 25, 2013 to the terms of this Retail Gas Sales Agreement (the "Agreement"). Buyer and Seller agree as follows:

- 1. Price, Delivery Period and Quantity.** For the Delivery Period and with respect to the account numbers identified below (the 'Accounts'), Seller agrees to sell and schedule for delivery to Buyer and Buyer agrees to purchase and receive from Seller at the Delivery Point the Quantity of Gas set forth in Therms in the table that follows:

Month/Yr	Quantity	Month/Yr	Quantity
Aug	6860	Feb	12580
Sep	7030	Mar	10450
Oct	8530	Apr	10060
Nov	8830	May	8700
Dec	10110	Jun	7670
Jan	12240	Jul	7600

The **Delivery Period** shall begin on the later of (i) the day after the first meter read in August 2013 (ii) the acceptance by the Utility of Seller as Buyer's gas supplier, and continue for a period of twelve (12) months. The **Price for the Quantity and Delivery Period is Index plus \$0.03 per therm.** Index shall mean the price per dekatherm listed in NGI's Bidweek Survey, published by Natural Gas Intelligence for the applicable month, under the column titled 'avg', for volumes delivered to 'Chicago Citygate' converted to therms. In the event that the quantity of natural gas that can be delivered to Buyer (without the Utility assessing Imbalance Charges or Cashout) is less than the Quantity identified herein for the relevant period, Buyer shall remain liable for the entire Quantity it agreed to purchase, however, Seller will provide a credit at the Following Month's Index minus \$0.015 per therm for that portion of the purchased Quantity that is not delivered. In the event that Buyer's expected Use will exceed the Quantity of gas set forth above, and/or available to Buyer without incurring Imbalance Charges, for the relevant period, Seller will use commercially reasonable efforts to provide incremental supply, plus Fuel (if applicable) at prevailing market rates. Credits for reductions in delivered quantity and/or charges for incremental supply shall appear as separate line items on Seller's invoice to Buyer, including applicable price and quantity. Cashout shall mean the process used by a Utility (or Seller as applicable) to purchase, sell, or trade natural gas at the end of any day, month, or delivery period, as applicable, for the purpose of balancing receipts and deliveries for a specified day, month, or delivery period. Imbalance Charges shall mean any fees, penalties, costs or charges (in cash or in kind) assessed by a Utility for failure to satisfy the Utility's balance and/or nomination requirements. Following Month's Index means the Index as defined above for the month following the relevant delivery month.

1.1 Converting to a Fixed Price. Buyer and Seller may from time to time agree in writing to fix its Price at the Delivery Point. To establish a fixed Price, Buyer shall submit a written, signed Fixed Price Request to Seller, which must identify (i) that Buyer seeks to fix its 'City gate delivered Price', (ii) the term, quantity, price, (iii) the full name, title and company of the individual authorizing the

purchase. The Fixed Price Request should be sent via fax to the fax number below, or by electronic mail to amil@integrysenergy.com. If Seller agrees to sell Gas priced as requested by Buyer, then Seller will return a Transaction Confirmation. Only terms confirmed in a Transaction Confirmation shall be binding on the Parties. Gas priced in this manner shall be considered to be the first Gas through the meter. Buyer and Seller agree that Fixed Price Requests may be submitted via facsimile or electronically and that each so submitted that contain all of the terms required under this Section 1.1 shall be deemed a writing. Neither Buyer nor Seller shall contest the enforceability of a Fixed Price Request on the grounds that it is an electronic or facsimile form.

1.2 "Delivery Point" and "Utility" means NICOR Gas. Title to the gas shall pass from Seller to Buyer at the Delivery Point. Purchases and sales will be on a **Firm** basis, such that either Party may interrupt its performance only if such performance is prevented by an event of Force Majeure. Seller shall have responsibility for and assume any liability with respect to claims arising prior to the delivery of natural gas to Buyer at the specified Delivery Point(s). Buyer shall have responsibility for and any liability with respect to claims arising from or related to the delivery of natural gas at and after the Delivery Point(s).

1.3 Term and Extended Delivery Period:

1.3.1 Term: This Agreement is effective for the Delivery Period as it may be extended or renewed as described below.

1.3.2 Extended Delivery Period: Should the Parties agree to a fixed price for any pricing component for a delivery month (or billing cycle, as applicable) that occurs after the current Delivery Period, then the Delivery Period of this Confirmation shall be extended to the latest occurring delivery month (or billing cycle, as applicable) with a fixed price or fixed price component.

1.4 Renewal: The Parties agree that this Agreement shall automatically renew for successive one (1) month periods (each constituting a **Renewal Delivery Period**) unless written notice pursuant to Section 10 of the Agreement terminating the Agreement at the end of a Delivery Period is given by either Party thirty (30) days prior to the end of the Delivery Period. The Quantity during any Renewal Delivery Period shall be the Contract Quantity stated in the table above for the respective month. The Price for the Quantity delivered during any Renewal Delivery Period shall be Index plus \$0.03. All other terms of this Agreement shall remain unchanged.

1.5 Balancing: Buyer and Seller shall use commercially reasonable efforts to provide each other with sufficient notice to allow timely and accurate nominations in accordance with the nomination requirements of that Utility, as they may change from time to time due to Constraint Day requirements or otherwise. Buyer accepts the following responsibilities: Buyer hereby appoints Seller as its agent for the purposes of balancing, including the receipt of current and historic Usage, storage, billing and transportation data from Utility. Buyer agrees to assist Seller in the timely collection of data directly and through Utility, notify Seller of usage expectations and any material changes to those usage expectations, and comply with any Daily Limitations concerning use. If Usage data is unavailable electronically, Buyer shall obtain usage

data manually and deliver that information weekly via facsimile or electronic mail, or as requested by Seller. Seller shall use commercially reasonable effort to keep Buyer within the balancing parameters established by Utility. Seller shall pass through to Buyer and Buyer shall pay for any Imbalance Charges and/or Cashout resulting from Buyer's failure to (i) fulfill its obligations set forth in 1.5, (ii) maintain telemetry if applicable, and/or (iii) meet Daily Limitations with respect to Use. If applicable, Buyer's prorata share of Utility pooling fees assessed Seller by Utility will be passed through to and paid by Buyer. Telemetry Obligations. If telemetry is required by the Utility with respect to the rate class for one or more of the Accounts, Buyer acknowledges and agrees that it shall be responsible for installing and maintaining a meter telephone line. Buyer shall also be responsible for any charges imposed by a contractor for repairing the meter telephone line. As a convenience to Buyer, Seller may arrange for telemetry service or repairs to be provided and Buyer agrees it shall be responsible for any costs associated with such service and repairs. Gas Inventory. When Buyer's Accounts are enrolled, if Seller acquires any inventory of gas allocated to Buyer's Accounts by Utility, Seller will credit Buyer for that inventory at prevailing market prices. Upon termination of the Agreement, Seller shall have the right to credit Buyer's Account with gas and charge Buyer prevailing market prices as adjusted for Fuel for such gas. Constraint Day shall mean any period of time during which the Utility restricts deliveries by Seller or use by Buyer, requires a specific delivery by Seller or use by Buyer, or otherwise requires an affirmative action by either Party due to adverse operational conditions experienced by the Utility. Daily Limitation shall mean Utility enforced restrictions or mandates concerning quantities of gas delivered and/or used, including those imposed due to Constraint Day conditions and/or under ordinary operating conditions.

2. Billing and Payment. Seller shall submit to Buyer an invoice setting forth the amount of natural gas scheduled for delivery during the identified month and the total amount due. Billing will be based on actual Use, as determined by the Utility, plus applicable Fuel. Buyer will pay the total amount due by the due date on the invoice. Payments that exceed \$50,000 shall be made by wire transfer, EFT or ACH. In the event Buyer fails to pay the total amount due by the due date, the unpaid amount shall accrue interest at a rate equal to one and one half percent (1-1/2%) per month, provided that in no event shall such rate exceed the maximum rate allowed by law, compounded daily from the date such payment is due until the same is paid. Seller shall include the Utility distribution fees on the monthly invoice. Past due and other charges due Utility that apply to service prior to the Delivery Period will not be included in Seller's invoice to Buyer. Seller may discontinue this service at any time with notice to Buyer.

3. Financial Responsibility. Buyer agrees to provide Seller with pertinent financial information it requests to assess Buyer's financial position, and authorizes the Utility, credit reporting agencies, trade references, and other relevant parties to release data to Seller relating to Buyer's billing, usage, and credit data with such authorization enduring for the term of this Agreement. When reasonable grounds for insecurity of payment arise, including without limitation when Buyer seeks to establish a fixed Price, Seller may demand adequate assurance of performance. Adequate assurance of performance must be delivered to Seller no later than three (3) business days after the date of request, and must be in a form, from an issuer, and in an amount, acceptable to Seller.

4. Event of Default. "Event of Default" means (i) Buyer fails to provide adequate assurance of performance to Seller pursuant to

Article 3; (ii) Buyer fails to pay undisputed amounts by the invoice due date; (iii) either Party makes an assignment or any general arrangement for the benefit of creditors; (iv) either Party defaults in any payment obligation to the other Party; (v) either Party defaults in any material payment obligation to any of its creditors; (vi) either Party files a petition or otherwise commences, authorizes, or acquiesces in the commencement of a proceeding or causes under any bankruptcy or similar law for the protection of creditors or has such petition filed or proceeding commenced against it; (vii) either Party otherwise becomes bankrupt or insolvent (however evidenced); (viii) either Party is unable to pay its debts as they fall due; (ix) either Party terminates this Agreement and/or any effective Transaction Confirmation (or service to one or more Accounts) for any reason except for a termination resulting from an Event of Default committed by the other Party; (x) Seller fails to sell and schedule for delivery, or Buyer fails to purchase and receive natural gas in accordance this Agreement; (xi) either Party fails to perform any material covenant or obligation set forth in this Agreement or any effective Transaction Confirmation (except to the extent such failure constitutes a separate Event of Default); or (xii) either Party makes a representation or warranty that is false or misleading in any material respect at any time during the term of this Agreement. Upon the occurrence of an Event of Default, the Party not committing the Event of Default ("Non-Defaulting Party") shall have the right to suspend service and/or terminate this Agreement in addition to any and all other remedies available hereunder.

5. Remedy. During any Delivery Period, if either Party commits an Event of Default (the "Defaulting Party"), and the Non-Defaulting Party terminates this Agreement, then the Defaulting Party shall pay and the Non-Defaulting Party shall be entitled to, as its exclusive remedy, early termination damages arising out of the Event of Default as reasonably calculated by Seller ("Early Termination Damages"). The Parties expressly acknowledge that should an Event of Default occur, damages would be difficult to ascertain and quantify, and agree that this provision for calculating damages (i) is reasonable in light of the anticipated or actual harm, (ii) shall be followed in lieu of any other methods of calculating or estimating direct actual damages, and (iii) is not a penalty. If *Buyer* commits an Event and the price at which Seller re-sells or could re-sell natural gas, less any associated costs reasonably incurred by Seller, is less than the Price set forth herein (as it may be amended by Transaction Confirmations), then Buyer shall pay Seller Early Termination Damages in the amount of such positive difference multiplied by the affected Quantity. If *Seller* commits an Event of Default and the price for replacement natural gas, including any associated costs reasonably incurred by Buyer in obtaining replacement natural gas, is higher than the Price set forth herein (as it may be amended by Transaction Confirmations), then Seller shall pay Buyer Early Termination Damages in the amount of such positive difference multiplied by the affected Quantity. Payment for Early Termination Damages shall be due within two (2) Business Days of the invoice date for said Early Termination Damages, failing which the Defaulting Party shall be responsible for (i) interest equal to one and one half percent (1 1/2%) per month, provided that such rate does not exceed the maximum rate allowed by law, compounded daily from the date such payment is due until the same is paid and (ii) all reasonable costs of collection, including attorneys' fees. Seller may reduce any amount owed it under Article 5 by way of set-off against any amount (whether under this Agreement, or otherwise) (i) the Seller or its affiliate may owe the Buyer (whether or not then due) or (ii) any adequate assurance of performance (howsoever termed) provided by Buyer for the benefit of the Seller or its affiliate

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("Other Agreement Amount(s)"). The Other Agreement Amount(s) will be discharged promptly and in all respects to the extent it is so set-off. This Article 5 shall be without prejudice and in addition to any right of setoff, combination of accounts, lien or other right to which any Party is at any time otherwise entitled (whether by operation of law, contract, or otherwise).

6. Taxes and Change in Law or Tariff. Buyer shall pay all taxes lawfully levied on Buyer applicable to such natural gas at and after delivery to the Delivery Point(s) and shall hold Seller harmless therefrom. In the event that the sale of natural gas, or any of the transactions contemplated hereunder are subject to, or become subject to, any state or local gas revenue, utility, sales, use, gross receipts, commercial activity, excise, or ad valorem tax, that Seller is obligated to remit to any competent taxing authority, Buyer shall reimburse Seller for any such taxes remitted by Seller in connection with this Agreement. Buyer shall provide Seller with evidence of any applicable exemption or exclusion from such taxes in the appropriate state(s) as applicable. In the event that an Account is located in Illinois, the Parties expressly acknowledge that the Agreement is made in De Pere, Wisconsin. The sale of natural gas herein is subject to all applicable federal and state laws, orders, rules and regulations and to the Federal Energy Regulatory Commission rules and regulations or successor agency having jurisdiction. Either Party shall have the right to question or contest any such law, ordinance, order, rule, or regulation. The Price and/or terms of the Agreement may be adjusted by Seller to reflect charges associated with any change in the administration or interpretation of, a supplement to, a modification of, or a replacement of any law, statute, regulation, tariff, or any governmental permit or approval that impacts the manner in which Seller fulfills or the costs associated with Seller fulfilling its obligations under this Agreement.

7. Assignment. This Agreement shall be binding upon and inure to the benefit of the respective heirs, representatives, successors, and assigns of the Parties hereto, provided however, this Agreement shall not be assigned or transferred by Buyer without the prior written consent of Seller, which consent shall not unreasonably be withheld.

8. Force Majeure. In the event either Party is rendered unable, wholly or in part, by Force Majeure to carry out its obligations under this Agreement, other than to make payments due hereunder, the obligations of each Party, so far as they are affected by such Force Majeure, shall be suspended during the period of Force Majeure.

9. Limitations. SELLER EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, AND FITNESS FOR PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALINGS OR USE OF TRADE. IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT, WHETHER IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES.

10. Miscellaneous. Buyer acknowledges and agrees that Seller will be the sole supplier (other than the Utility) of natural gas to the Accounts. As of the date hereof, each Party represents and warrants to the other as follows: (i) it is duly organized and validly existing under the laws of the State of its incorporation/organization, (ii) is qualified to do business in Illinois, and has all requisite power and authority, corporate or otherwise, to enter into this Agreement and perform its obligations hereunder, (iii) the execution, delivery, and performance of this Agreement have been duly authorized in accordance with all of its

organizational instruments, it has full power to execute, deliver, and perform its obligations under this Agreement, and this Agreement has been duly executed and delivered, and (iv) it has reviewed and understands this Agreement. The Parties agree that Seller is not a "utility" within the meaning of Section 366 of the U.S. Bankruptcy Code, and each Party waives and agrees not to assert the applicability of Section 366 of the U.S. Bankruptcy Code in any bankruptcy proceeding wherein such party is a debtor. Buyer further represents (a) unless expressly noted to the contrary, Buyer is entering into this Agreement as principal and not as agent or in any other capacity, fiduciary or otherwise; (b) it has made its own independent decisions to enter the transaction and its decisions are based on its own judgment and upon advice from such advisors as it has deemed necessary; (c) Buyer is capable of assessing the merits and understands and accepts the terms, conditions and risks of the transaction; (d) Seller is not acting as a fiduciary for, or an advisor to, Buyer in respect to the Agreement or any transaction; (e) it has the ability to make and take delivery of the commodity and is entering into transactions hereunder for purposes related to its business as such, and (f) as defined in the U.S. Bankruptcy Code, Buyer is a "forward contract merchant" and this Agreement is a "forward contract". The Parties agree that all payments made or to be made by one Party to the other Party under this Agreement with respect to the forward contracts constitute "settlement payments" and/or "margin payments" within the meaning of the Bankruptcy Code, assurances of performance transferred by one Party to the other Party under this Agreement constitute "margin payments" within the meaning of the Bankruptcy Code, and the rights set forth under Articles 4 through 5 of the Agreement, as applicable, constitute contractual rights "to liquidate, terminate, or accelerate" the transactions within the meaning of Bankruptcy Code Section 556 and "to terminate, liquidate, accelerate or offset" within the meaning of the Bankruptcy Code Section 561. Buyer represents and warrants to Seller that (x) it is in compliance with all material terms of its bank and debt covenants (as applicable), and (y) it is not in default under the terms of any material contracts to which it is a party. By signing below, each individual additionally warrants that he or she is authorized to sign this Agreement on behalf of the Party for which it was executed. If any provision in this Agreement is determined to be invalid, void or unenforceable by any court having jurisdiction, such determination shall not invalidate, void, or make unenforceable any other provision, agreement or covenant of this Agreement. This Agreement including any effective Riders, Amendments, and/or Transaction Confirmations together set forth all understandings between the Parties respecting the terms and conditions of any transaction herein described. All prior agreements, understandings and representations, whether consistent or inconsistent, verbal or written, between the Parties are merged into and superseded by this written Agreement. This Agreement and any Riders, Amendments, and/or, Transaction Confirmations related hereto may be executed and delivered in counterparts (including by (i) facsimile transmission and (ii) electronic reproduction and transmittal), each of which will be deemed an original and all of which constitute one and the same instrument. The addresses for legal notices and invoices are set forth below, and may be amended from time to time, with written notice by a Party. All notices required pursuant to this Agreement may be sent by facsimile, a nationally recognized overnight courier service, first class mail, or certified mail return receipt requested. Notice shall be deemed received when received on a business day prior to 5 p.m. at the receiving Party's address, or the next business day if received after 5 p.m. In the absence of proof of the actual

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receipt date, the following presumptions will apply: notices sent by facsimile shall be deemed to have been received upon the sending Party's receipt of its facsimile machine's confirmation of successful transmission. Notice by overnight mail or courier shall be deemed to have been received as confirmed by the courier. First class mail is deemed received (5) business days after mailing. No failure by either Party to enforce any right, obligation or remedy hereunder shall operate as a waiver of any of the foregoing, or the waiver of any future right, obligation or remedy, whether of like or different character or nature. Each Party consents to the recording of telephonic conversations with respect to transactions under this Agreement without further notice, agrees to provide to its employees such notice of recording that may be required by applicable law, regulation or tariff, and agrees that it will not contest the admissibility of any recording of such telephonic conversations and such recording shall constitute a "writing". The headings

throughout this Agreement are inserted for reference purposes only, and are not to be construed or taken into account in interpreting the terms and provisions of any section and are not to be deemed in any way to qualify, modify or explain the effects of any such term or provision. **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS.** There are no third party beneficiaries to this Agreement and none are intended. The terms, provisions or conditions of any purchase order or other business form or written authorization used by Buyer will have no effect on the rights, duties or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of Seller to object to those terms, provisions or conditions.

By signing below, Buyer authorizes Seller to act as its third party supplier and continue to provide Buyer with Gas service as described in this Agreement. This Agreement is effective as of the date signed by Seller.

<p>SELLER: Integrys Energy Services – Natural Gas, LLC</p> <p>Signature: _____</p> <p>By: Craig P. Avery</p> <p>Title: Authorized Representative</p> <p>Date: :</p> <p>UPON RECEIPT OF THIS AGREEMENT SIGNED BY BUYER, SELLER SHALL REVIEW BUYER'S CREDIT INFORMATION. SELLER'S ACCEPTANCE IS CONTINGENT UPON BUYER MEETING SELLER'S CREDITWORTHINESS STANDARDS AND THE CONTINUED AVAILABILITY OF THE PRICE.</p> <p>Internal Use Only:</p> <p>AE: Choose an item.</p> <p>AM: Choose an item.</p> <p>Exclusive Agent: Choose an item.</p>	<p>BUYER: Dana Point Condominium Association</p> <p>Signature: <i>Lise the Ray AGENT</i></p> <p>By: <u>Lise the Ray</u></p> <p>Title: <u>Property Manager</u></p> <p>Date: <u>7/29/13</u></p>
<p>Seller's Legal Notice Address:</p> <p>Integrys Energy Services – Natural Gas, LLC 1716 Lawrence Drive De Pere, WI 54115 ATTN: Account Management FAX: 312-681-1993</p>	<p>Buyer's Legal Notice Address</p> <p><input type="checkbox"/> if checked Invoice Address is same as Legal Notice Address</p> <p>Dana Pointe Condominium Association 1519 E Central Rd Arlington Heights, IL 60005 FAX: Buyer's State of organization: Buyer's Form of organization:</p>
<p>Buyer's Service Locations and Invoice Address(es): <input checked="" type="checkbox"/> Check here to indicate that more invoice address information for Buyer is on a separate sheet, which is attached to and made a part of this Agreement.</p>	
<p>Account Number: 6160960000 Meter Number: 2993922 1405 E Central Rd Arlington Heights, IL 60005 FAX: <input type="checkbox"/> if checked Invoice Address</p>	<p>Account Number: 0260960000 Meter Number: 3776235 1415 E Central Rd Arlington Heights, IL 60005 FAX: <input type="checkbox"/> if checked Invoice Address</p>
<p>Account Number: 8160960000 Meter Number: 2786337 1505 E Central Rd Arlington Heights, IL 60005 FAX: <input type="checkbox"/> if checked Invoice Address</p>	<p>Account Number: 7160960000 Meter Number: 2692418 1515 E Central Rd Arlington Heights, IL 60005 FAX: <input type="checkbox"/> if checked Invoice Address</p>



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ATTACHMENT A TO RETAIL GAS SALES AGREEMENT

This Attachment A is attached to and made a part of the Retail Gas Sales Agreement by and between Integrys Energy Services - Natural Gas, LLC. and Dana Pointe Condominium Association ("Buyer") dated July 18, 2013.

The terms of the Retail Gas Sales Agreement referenced above apply to Buyer's ACCOUNT NUMBERS indicated below. In addition, Buyer's billing address and notice address are indicated in the table below.

	Account Number	Service Address	
1	1260960000	1605 E Central Rd. Arlington Heights, IL 60005	<input type="checkbox"/> Billing Address <input checked="" type="checkbox"/> Notice Address
2	2260960000	1615 E Central Rd. Arlington Heights, IL 60005	<input type="checkbox"/> Billing Address <input checked="" type="checkbox"/> Notice Address
3			<input type="checkbox"/> Billing Address <input checked="" type="checkbox"/> Notice Address
4			<input type="checkbox"/> Billing Address <input checked="" type="checkbox"/> Notice Address
5			<input checked="" type="checkbox"/> Billing Address <input checked="" type="checkbox"/> Notice Address
6			<input type="checkbox"/> Billing Address <input type="checkbox"/> Notice Address
7			<input type="checkbox"/> Billing Address <input type="checkbox"/> Notice Address
8			<input type="checkbox"/> Billing Address <input type="checkbox"/> Notice Address
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