

Exhibit A  
Natural Gas  
Membership and Participation Agreement

THIS AGREEMENT, dated April 5, 2011, is entered into by and between the Illinois Energy Consortium, Inc., An Illinois Not-For-Profit Corporation (the "IEC") and **Geneseo Community Unit School District #228** (Member).

WHEREAS, the IEC sponsors a Natural Gas Pool for Illinois educational institutions and other public agencies, as well as not-for-profit organizations,

WHEREAS, the IEC retains the sole discretion to select a Program Administrator to both administer this Pool as well as supply natural gas to the Pool's members, and

WHEREAS, the Member seeks membership and participation in said Pool,

IT IS AGREED:

1. The Member will cooperate with the IEC and will furnish all energy-related information requested by the IEC. The Member shall notify IEC in writing of material changes in usage, such as may be caused by new buildings, building additions or deletions, changes in occupancy, and the like. Member will provide notice to IEC's Program Administrator no later than 24 hours in advance of anticipated non-weather related changes in usage.

2. The Member names the IEC's Program Administrator as the Member's contracting AGENT for obtaining natural gas for the Member's use.

a. The IEC's Program Administrator will supply natural gas to the Member under terms specified by IEC in that certain Natural Gas Supply and Program Administration Services Agreement, which Agreement is incorporated by reference into this Agreement. The Member acknowledges that (1) the Member has read the Natural Gas Supply and Program Administration Services Agreement, (2) the Natural Gas Supply and Program Administration Services Agreement governs important aspects of the Member's participation in IEC's Pool, and (3) the Member agrees to be bound by all the terms and conditions provided therein as if Member was an original party thereto. The IEC's Program Administrator will use its best efforts to supply the most cost effective delivery and management of natural gas supply for the Member.

b. The Member authorizes only those natural gas meters identified in Attachment-1 to this Agreement to participate in the IEC. The Member may at any time authorize IEC participation for any existing or new meter by completing addenda to Attachment-1 that will be attached to and incorporated into this Agreement. This Agreement's term is not affected by the inclusion of meters after the date this Agreement is executed.

c. The Member authorizes the IEC's Program Administrator to take action as necessary or desirable to switch the Member from its existing supplier and to fulfill all of the IEC's Program Administrator's obligations under the Natural Gas Supply and Program Administration Services Agreement.

d. The IEC's Program Administrator will provide, or arrange for the utility to provide, to the Member a single monthly statement consolidating all natural gas charges, which include supply and delivery bills, Program Administrator charges and IEC administrative charges. The previous sentence does not currently apply to The Peoples Gas Light and Coke Company's and North Shore Gas Company's Choices for You<sup>sm</sup> Programs or to the Nicor Customer Select Program.

e. The Member will pay said monthly statement. The IEC's Program Administrator shall send (by facsimile or email, and by U.S. mail) a monthly statement, on or about the tenth (10th) day of the delivery month showing the nominated quantity and price of gas to be delivered to Member during the month. Such statement shall also reflect any charges incurred by the IEC's Program Administrator in fulfilling its obligations under this Agreement and any adjustments attributable to prior billing periods. Member agrees to pay the IEC's Program Administrator all billed amounts within forty-five (45) days of the date on the IEC's Program Administrator's statement. For payments received on or before the twenty-fifth (25<sup>th</sup>) day of the delivery month, in good and sufficient U.S. funds, a \$0.0015 per billed therm discount will be credited in the succeeding monthly invoice statement. If Member fails to pay the entire amount of the statement by the payment due date, the IEC's Program Administrator may, in addition to all other remedies available under the Natural Gas Supply and Program Administration Services Agreement, at law

or in equity, charge interest on the unpaid and undisputed portion at a rate equal to one and one-half percent (1.5%) per month from the date such payment is due until the same is paid; provided, if Member does not pay all or part of an invoiced amount because of a billing dispute, Member shall provide the IEC's Program Administrator a written detailed explanation on or before the due date of the statement, for the dispute and the amount of the payment being withheld as a result of said dispute. Undisputed portions of bills shall always be timely paid.

f. To the extent there is an active gas supply Transaction Confirmation, the agency relationship and obligations established in this Agreement will continue through the term of the Transaction Confirmation even if (i) this Agreement is for whatever reason terminated before the termination date of the Transaction Confirmation or (ii) the IEC ceases to exist.

3. The Member agrees to participate in the IEC's Natural Gas Pool for a three-year period beginning on the day natural gas is provided from Constellation NewEnergy – Gas Division, LLC, as the IEC's Program Administrator. Thereafter, participation will automatically renew for one-year periods unless one party gives the other written notice one hundred and twenty (120) days prior to the renewal anniversary date by providing a written or faxed notification to the IEC at the following: Illinois Energy Consortium, Illinois Association of School Business Officials, Northern Illinois University (IA-103), 108 Carroll Avenue DeKalb, IL, 60115-2829, Phone: 815/753-9840, Fax: 815/753-9367.

4. The Member's membership and participation in IEC may be terminated under rules set forth in IEC's Bylaws or as otherwise established by the Board of Directors.

5. The Member authorizes its utility and/or any of its natural gas suppliers to release to the IEC, its energy adviser, or IEC's Program Administrator any energy-related information as requested by the IEC or the IEC's Program Administrator, including all utility billing and use information.

6. The Member will provide credit information to IEC's Program Administrator, authorizes IEC's Program Administrator to obtain financial information related to credit experience and will meet the ongoing credit requirements of IEC's Program Administrator. Failure to initially and continually meet IEC's Program Administrator's credit requirements can lead to, among other things, termination of all Transaction Confirmations and liquidation of forward positions, all as more fully set forth in the Natural Gas Supply and Program Administration Services Agreement.

7. The Member agrees to name an individual as its designee for purposes of coordinating its affairs with the IEC Natural Gas Pool.

8. The Member remains solely responsible for all payments and liabilities arising out of, or made in connection with, its natural gas use whether or not obtained through the IEC. The IEC is not responsible for the actions of the IEC's Program Administrator or any of its authorized subcontractors providing services to Member, nor is it responsible for the actions of the Member or other IEC Members or Participants.

9. The Member agrees that it will:

a. Pay utility imbalance penalties caused by the Member's failure to notify IEC's Program Administrator of material changes in usage or failure to maintain a telephone line. If the Member fails to install and maintain any telephone line required by the utility or otherwise breaches this Agreement (including, without limitation, Attachment-1 to this Agreement) or the terms and conditions of the Natural Gas Supply and Program Administration Services Agreement, IEC's Program Administrator may, among other things, suspend or terminate service to the Member and Member's participation in IEC's Pool on reasonable notice and hold the Member responsible for any resulting utility charges.

b. Provide access to meters.

c. Execute necessary documents prior to gas flow.

d. Install and maintain a meter telephone line if Member's utility requires daily meter reads and meet any other utility requirements for service.

e. Be responsible for any taxes, fees, levies or charges ("Taxes") imposed by any government authority with respect to gas under this Agreement. If IEC's Program Administrator is required to remit Taxes, the Member will timely and fully reimburse IEC's Program Administrator for such Taxes. If the Member is entitled to purchase gas free from any one or more of the Taxes, the Member shall promptly furnish IEC's Program Administrator the necessary certificates, exempting the Member from Taxes. It is the Member and IEC's Program Administrator' understanding that no State or local taxes presently apply to this Agreement. The Member's tax obligations will survive the termination of this Agreement.

f. Meet all obligations set forth in the Natural Gas Membership and Participation Agreement any effective Transaction Confirmation(s) or similar agreement for natural gas supply and related services between IEC's Program Administrator and Member.

10. This Agreement, (including, without limitation Attachment-1 to this Agreement) and the Natural Gas Supply and Program Administration Services Agreement (including any Exhibits and Transaction Confirmations) contain all of the terms agreed upon by the parties with respect to the subject matter discussed herein, are meant to be read and interpreted as being a single unified agreement between the Member, IEC and IEC's Program Administrator, and supersede all prior agreements, amendments to agreements, arrangements and communications between the parties concerning such subject matter, whether oral or written, except as specifically provided otherwise therein.

11. Member acknowledges and agrees that IEC's Program Administrator is a third party beneficiary of this Agreement. IEC's Program Administrator is not responsible for the actions of the IEC or any of its authorized subcontractors providing services to Member, nor is it responsible for the actions of the Member or other IEC Members or participants. The Member and IEC grant third party enforcement rights to the entity that IEC has selected as IEC's Program Administrator at the time the enforcement of this Agreement is sought.

IN WITNESS WHEREOF, the Member and IEC have each caused this Agreement to be executed by their duly authorized representatives.

Illinois Energy Consortium,  
An Illinois Not-For-Profit Corporation

Geneseo Community Unit School District #228

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By:

\_\_\_\_\_  
By:

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Its:

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Its:

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Dated:

\_\_\_\_\_  
By:

\_\_\_\_\_  
Its:

This Agreement passed by resolution dated: \_\_\_\_\_

ATTACHMENT-1

Natural Gas Membership and Pool Participation Agreement

Name of Member: Geneseo Community Unit School District #228  
Mailing/Billing Address: 209 S College Ave  
City, State Zip Code: Geneseo, IL 61254-1405 Telephone Number: (309) 945-0450  
Contact: Scott Kuffel Fax Number: (309) 945-0445  
Contact Title: Superintendent Email Address: skuffel@dist228.org

The Member hereby authorizes the IEC-selected Program Administrator to act as exclusive AGENT for all matters related to the Member's utility transportation and delivery of gas to its facilities during the term of the Natural Gas Membership and Participation Agreement and any effective Transaction Confirmation as that term is defined in the Natural Gas Supply and Program Administration Services Agreement. This authorization includes, but is not limited to the right to obtain billing/ payment and usage histories, receive future statements regarding the Member's invoices from the utility and, to the extent permitted by law, execute, amend, or cancel the Member's utility agreements. Such authorization shall be in effect until the later of the termination of the Natural Gas Membership and Participation Agreement or the termination of any effective Transaction Confirmation(s) or similar agreement for natural gas supply and related services between the IEC-selected Program Administrator and the IEC. Please attach a copy of your most recent Natural Gas marketer and/or utility invoice.

Facility Name	Service Address	Utility Company	Utility Account #	Utility Meter #	Is Account in a Pool with existing Supplier? Y/N	Date Submitted	CNEG Account ID
Northside Elem, GCU2-001 (RG-79024)	402 N RUSSELL AVE, GENESEO, IL	NICOR	8773732000				
High School, GCU2-002 (RG-79025)	ES N STATE ST 2N OLDEN, GENESEO, IL	NICOR	2853732000				
Athletic Facility, GCU2-003 (RG-79026)	700 N STATE ST, GENESEO, IL	NICOR	723465268				
Unit Office, GCU2-004 (RG-79027)	209 S COLLEGE AVE, GENESEO, IL	NICOR	9202832000				
Middle, GCU2-005 (RG-79028)	333 ODGEN AVE, GENESEO, IL	NICOR	6977202000				
Millikin Elem, GCU2-006 (RG-79029)	930 S CONGRESS 2S PROSPECT, GENESEO, IL	NICOR	4696732000				
Southwest Elem, GCU2-007 (RG-79030)	715 S CENTER, GENESEO, IL	NICOR	9229991000				

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Signature

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Date