
PRAIRIELAND ENERGY, INC.
TERMS AND CONDITIONS OF ELECTRIC SERVICE

A. Establishment of Service

All customers must complete and submit the Electric Service Agreement in order to establish service with Prairieland Energy, Inc.

B. Access to Customer Premises

The properly authorized agents of Prairieland may have access to the premises at all reasonable hours for the purpose of installation, inspecting, examining, repairing, or removing Prairieland's electric meters on this property.

C. Limits of Liability

Prairieland will use reasonable diligence in furnishing uninterrupted and regular Electric service, but will in no case be liable for interruptions, deficiencies or imperfections of said service, except to the extent of a pro-rata reduction of the monthly charges.

Prairieland does not guarantee uninterrupted service and shall not be liable for any damages, direct or otherwise, which the customer may sustain by reason of any failure or interruption of service, whether caused by accidents, repairs or other causes except when caused by gross negligence on its part; however, in no event shall Prairieland be liable for any loss by customer of production, revenues or profits, or for any consequential damages whatsoever on account of any failure or interruption of service; nor shall Prairieland be liable for damages that may be incurred by the use of equipment, or the presence of Prairieland's equipment on customer's premises. Customer is required to provide suitable protection so that any equipment will be protected in the case of interruption of service and re-establishment of normal service after any of the above conditions. Prairieland shall not be responsible or liable for any losses suffered due to the termination of service.

D. Term of Service

The Electric Service Agreement will be deemed to be continuing unless either party shall give written notice to the other party of its desire to terminate. If written notice is given, the service will terminate 60 days after such notice is received by the other party.

E. Charges

Monthly Electricity Use Charge

Electricity shall be billed at a rate per kilowatt hour (kWh) delivered.

State & City Excise Tax

Taxes are assessed on electricity usage by the State of Illinois and city municipality. Prairieland collects these taxes from customer and remits to the appropriate agency.

Customer Charge

The Customer Charge includes the monthly services associated with installing and reading of the meter, recording and transferring data, accounting and billing.

Charge for Late Payments/Disconnection of Service

Bills will be rendered to the customer on or near the 15th of each month and are payable at Prairieland's office on or before the due date printed on the monthly bill. Bills remaining unpaid after the due date are subject to an additional charge of 1.5% per month of any unpaid balance and,

in the event that all bills due Prairieland from the customer are not paid within 60 days following the billing date, the supply of electricity may be shut off by Prairieland. Electric service will be resumed after a Reconnection Fee, the cost of certified postage, and the unpaid balance have been paid.

F. Rate Change Notice

Prairieland Energy, Inc. may change the rates for service hereunder from time to time, and must provide the Customer notice of the new rates at least 60 days prior to the effective date.

G. Delivery Service Rates

All Customers taking electric service from Prairieland will be assigned to a Delivery Service (DS) rate classification, based on historical Demand. The availability section of the specific DS Rate defines the criteria used to determine the rate to which the Customer shall be assigned.

A Residential Customer shall be placed on the Residential Rate. A Non-Residential Customer shall be assigned the Commercial Rate. Customers shall not have the option to choose the DS rate classification under which Customer shall receive service.

Electric Rate Classifications

1. Residential
2. Commercial Rates (Non Residential)
 - Small Business Rate \leq 150KW
 - Large Business Rate \geq 150KW
3. Other

Reassignment of Delivery Service Rate Due to Discontinued or Substantially Altered Operation

Where a Non-Residential Customer's operation is discontinued or substantially altered, Prairieland may as its sole discretion, upon request by Customer, reassign Customer to the Delivery Service Rate and charges under which Customer would be eligible based on their current level of energy use.

H. Billing Dispute

In the event a customer disputes a bill, the customer is responsible for submitting payment in full on or before the current billing due date. Prairieland must receive notification within 30 days from the billing date, in writing, describing the amounts or items in dispute along with the customer's name, address and telephone number as stated on the original customer service agreement with Prairieland. Prairieland will review all disputes received within the 30 day time frame. When a determination is made regarding the dispute, Prairieland will provide its decision in writing to the customer within a reasonable time period not to exceed 90 days from receipt of the dispute.

I. Meter Tampering

Prairieland shall have the right to discontinue electric service to any customer and remove its property from the customer's Premises, where Prairieland discovers evidence of tampering with any meter or service wiring leading thereto, and where such tampering is for the purpose of reducing the customer's electric consumption. A customer's service so disconnected shall be reconnected after customer has furnished satisfactory evidence of compliance with Prairieland's rules and/or Terms and Conditions of service and paid all service charges as hereinafter set forth:

1. All delinquent bills, if any;
2. The amount of any Prairieland revenue loss attributable to said tampering;

3. Expenses incurred by Prairieland in replacing or repairing the meter or other appliance or equipment, the preparation of the bill; and all other expenses incurred by Prairieland in rectifying the tampering.

J. Definitions

Billing Date — Date bills are generated, as labeled on the monthly bill.

Due Date — Date payment is due, as labeled on the monthly bill.

Customer — A person or company that has signed an agreement for electric service on file at Prairieland.

(kWh) — Abbreviation for kilowatts per hour at which electricity service is measured at the meter and billed.