

**AN AGREEMENT IN REGARD TO THE TERMINATION OF THE MASTER POWER
SUPPLY AGREEMENT BY AND BETWEEN THE VILLAGE OF ORLAND PARK
AND NORDIC ENERGY SERVICES, LLC TO PROVIDE FULL-REQUIREMENTS
ELECTRICITY SUPPLY AND RELATED SERVICES FOR THE VILLAGE'S
ELECTRIC AGGREGATION PROGRAM**

THIS AGREEMENT in Regard to the Termination of the Master Power Supply Agreement by and Between the Village of Orland Park and Nordic Energy Services, LLC (erroneously identified therein as Nordic Energy Systems, LLC) to Provide Full-Requirements Electricity Supply and Related Services for the Village's Electric Aggregation Program (hereinafter the "Termination Agreement") is entered into this 4th day of March, 2014 (hereinafter the "Effective Date"), by and between the Village of Orland Park, an Illinois home rule municipal corporation (hereinafter the "Village") and Nordic Energy Services, LLC, an Illinois limited liability company (hereinafter "Nordic" and the Village and Nordic being hereinafter sometimes referred to individually as a "Party" or collectively as the "Parties.").

WHEREAS, the Village entered into the Master Power Supply Agreement by and Between the Village of Orland Park and Nordic Energy Services, LLC to Provide Full-Requirements Electricity Supply and Related Services for the Village's Electric Aggregation Program (hereinafter the "Agreement") with Nordic with an effective date of May 8, 2012 for the purposes of acquiring an aggregate electricity supply for Village electricity customers who did not opt-out of such program; and

WHEREAS, the Village and Nordic desire to enter into this Termination Agreement in order to terminate the Agreement on the terms stated below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Village and Nordic agree as follows:

Section 1: Termination of the Agreement. Effective May 1, 2014 Nordic shall return Participating Customers to Tariffed Service on the first available meter read, and upon return of the final Participating Customer by Nordic to Tariffed Service, the Agreement shall be terminated, and thereafter neither the Village nor Nordic shall have any further rights or obligations under the Agreement, all of such rights and obligations being satisfied, terminated and extinguished.

Section 2: Waiver. Nordic and the Village agree to waive, release and hold harmless the other, and the other's appointed and elected officials and officers, agents, attorneys, volunteers and employees from and against any and all claims, actions, suits, damages, costs, expenses and liabilities, including the reasonable fees and expenses of their attorneys, expert witnesses and consultants, court costs and fines, asserted against them or sought to be imposed upon them, individually, jointly or severally, and which arise directly or indirectly out of or in connection in any way with the Agreement which have accrued as of the Effective Date. This provision shall not be construed in any way to constitute a waiver by either the Village or Nordic of any claims, actions, suits, damages, costs, expenses and liabilities, including the reasonable fees and expenses of their attorneys, expert witnesses and consultants, court costs and fines, arising out of

the failure of a Party to comply with the terms of this Termination Agreement, or arising due to or in any way related to any representation or warranty included herein.

Section 3: **Severability.** The terms, conditions and provisions of this Termination Agreement shall be severable, and if any term, condition or provision is found to be unenforceable for any reason whatsoever, the remaining terms, conditions and provisions shall remain in full force and effect.

Section 4: **Entire Agreement.** This Termination Agreement constitutes the entire understanding between the Village and Nordic with respect to the subject matter contained herein, and supersedes any and all prior understandings and/or agreements between the Parties, whether written, oral or otherwise. Any and all representations, agreements, promises and/or understandings not expressly set forth herein are hereby null, void and of no legal effect.

Section 5: **Applicable Laws.** This Termination Agreement shall be construed in accordance with the laws of the State of Illinois. The Parties agree that, for the purpose of any litigation relative to this Termination Agreement and its enforcement, venue shall be in the Circuit Court of Cook County and the Parties consent to the *in personam* jurisdiction of said Court for any such action or proceeding.

Section 6: **Authority.** The persons who have executed this Termination Agreement represent and warrant that they are duly authorized to execute this Termination Agreement in their individual or representative capacity as indicated. The Village further represents and warrants that it has the authority to terminate the Agreement on behalf of the Village and Participating Customers, and that this Termination Agreement is not in violation of the Aggregation Ordinance.

Section 7: **Counterparts.** This Termination Agreement may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

Section 8: **Effective Date.** This Termination Agreement shall become effective as of the date last signed by the Parties.

Section 9: **Defined Terms.** All capitalized terms not otherwise defined herein shall have the same meaning as provided in the Agreement.

IN WITNESS WHEREOF, the Parties have caused this Termination Agreement to be duly executed on their behalf, as set forth below.

[THIS SPACE INTENTIONALLY LEFT BLANK]

NORDIC ENERGY SERVICES, LLC,
an Illinois limited liability company

By: 

Name: James Deering

Title: President

ATTEST:

By: Kelli Singer

Name: Kelli Singer

Title: Director of Operations

VILLAGE OF ORLAND PARK,
an Illinois home rule municipal corporation

By: 

Name: Paul Grimes

Title: Village Manager

ATTEST:

By: 

Name: Ellen J. Baer

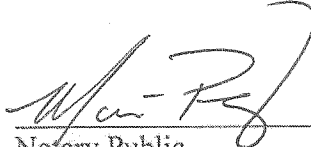
Title: Assistant Village Manager

STATE OF ILLINOIS)
)
COUNTY OF COOK) ss.

ACKNOWLEDGMENT

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that **PAUL GRIMES**, personally known to me to be the Village Manager of the **VILLAGE OF ORLAND PARK**, an Illinois home rule municipal corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that, as such Village Manager, he signed and delivered the said instrument, pursuant to authority given by the Board of Trustees of said municipal corporation, as his free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 4th day of March, 2014.



Notary Public



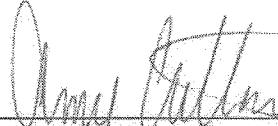
STATE OF ILLINOIS)
)
COUNTY OF DuPage)

ss.

ACKNOWLEDGMENT

I, the undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify that **JAMES DEERING** and Kelli Singee are personally known to me to be the President and Director of Operations of **NORDIC ENERGY SERVICES, LLC**, an Illinois limited liability company, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of the corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 4th day of March, 2014.



Notary Public

