

Midwest Utility Consultants, Inc.
Billing and Monitoring Agreement

We the undersigned entity, hereby retain Midwest Utility Consultants, Inc., ("Midwest") to perform a detailed audit and a complete technical analysis of the factors and procedures used by our suppliers to render billings for all our existing facilities and any acquired during this agreement and to review past, current and future billings for billing errors. Midwest will seek refunds and/or reductions in our utility costs. Midwest's study, conducted under the following terms and conditions will cover the following:

**Electric • Natural Gas • Local Phone • Long Distance • Wireless • Internet Service Provider • Water/Sewer • Storm water • Waste
HP Printer—Image Audit • Fuel • Alarms • Property Taxes • Commercial Grade Linens and Mats • Other Billings**

I. UNDERSTANDING. We direct Midwest to provide us with the expertise and guidance for proper development and completion of a full term integrated study of our utility rates, expenditures and billings.

- A. We hereby appoint Midwest as our agent with full authorization to work on our behalf, directly with our suppliers advising us of all findings, recommendations and negotiations.
- B. We will provide Midwest, directly or through one of Midwest's independent consultants, copies of our monthly bills as well as any other billing data or utility-related information Midwest deems essential for the length of this agreement.
- C. We agree to hold Midwest and its independent consultants harmless from any claims, liabilities, expenses, costs or damages arising out of the recommendations, suggestions, actions, errors or omissions of Midwest or its independent consultants.
- D. We agree to never reveal, either directly or indirectly, to any other entity whether for-profit or not-for-profit, including subdivisions, partners, or any other related subsidiary, any of the recommendations given to us by Midwest whether we implement such recommendations or not.

II. TERM OF AGREEMENT.

- A. If a recommendation submitted by Midwest is implemented and results in any type of savings for any specified service, the term of this agreement will automatically be extended to allow for the period of Shared Savings outlined in Paragraph IV to be completed. We agree to send Midwest billing information for the services involved and pay Midwest as outlined herein for the term of this agreement.
- B. Provided we are not in default hereunder, we can terminate this agreement at any time after twenty-four (24) months from the date of this Agreement by notifying Midwest in writing and by paying Midwest the entire balance of Shared Savings due to Midwest, or would have been due to Midwest, as outlined in Paragraph IV.
- C. If our operation ceases and all money due Midwest has been paid, this agreement may be terminated. If, however, an individual facility ceases operation, the agreement will remain in effect as it applies to all other facilities.

III. DEFAULT. Should we default in our obligations as specified herein, payment equal to two percent (2%) of our annual utility costs shall become due and payable immediately upon demand by Midwest. In addition, if savings have already been identified, recommended, or implemented when default occurs, the entire balance of Share Savings due to Midwest or would have been due to Midwest as outlined in Paragraph IV, will become immediately due and payable. We will have ten days to cure said default upon written notice from Midwest. In addition to the above, if any of the following events of default occur, we will be deemed to be in default; (1) the nonpayment of any payment required hereunder within 10 days of written notice of such non-payment (2) the dissolution of our company; (3) the filing of bankruptcy proceedings involving us; (4) the application for the appointment of a receiver for us; (5) the making of a general assignment for the benefit of our creditors. We agree to pay Midwest's reasonable attorney fees, court costs, and other expenses incurred in connection with its efforts to collect under this agreement (whether or not a suit is commenced). No remedy or election hereunder shall be deemed exclusive but shall be available to Midwest without the necessity of exhausting other remedies available to Midwest, and wherever possible, be cumulative with all other remedies at law or in equity.

IV. PAYMENT TERMS. In return for the services described above, we agree to pay Midwest the percentages listed in subsections (A.) and (B.) below, collectively referred to as "Shared Savings" within thirty (30) days of receipt of Midwest invoice showing relative computations. A "Verified Price Reduction" is the difference, as determined by Midwest, between our actual costs and the costs we would have occurred if we had not implemented a change recommended by Midwest or if an error brought to our attention by Midwest has not been corrected. Interest at the rate of 1.5% per month on the unpaid balance will be applied to all invoices not paid within 30 days of receipt. Savings resulting from reduced consumption due to weather or operational variations will not be considered in the calculation of Shared Savings. Forty-eight (48) months after each reduction begins, the savings incurred by such reduction will be fully ours.

- A. Fifty percent (50%) of each collected or realized refund or credit found or created through the actions of Midwest
- B. Fifty percent (50%) of each Verifiable Price Reduction experienced by us due to (1) the correction of an error discovered by Midwest for forty-eight (48) months from the date such reduction begins; and (2) the implementation of a recommendation of Midwest for forty-eight (48) months from the date such reduction begins.

V. NO OBLIGATION TERMS.

- A. If we fulfill this agreement and there are no qualified findings, we will owe Midwest nothing.**
 - B. If we decide not to implement recommendations, we will owe Midwest nothing.**
- These terms and conditions constitute the entire agreement, and can be changed only by mutual consent. This agreement shall be governed by and construed in accordance with the laws of Ohio.

Accepted For:
Midwest Utility Consultants, Inc.
5123 Romohr Road
Cincinnati, Ohio 45244
513-831-2800

By: _____
Date _____

FIRM NAME _____
Address _____
City _____ State _____ Zip Code _____
Phone (____) _____ - _____ Federal ID Number _____
Signature _____ Title _____ Date _____
Print Officer's Name _____ Email Address _____