

COMMERCIAL NATURAL GAS SERVICE AGREEMENT

This COMMERCIAL NATURAL GAS SERVICE AGREEMENT (the "Agreement"), is made effective as of May 20, 2013 (the "Effective Date"), by and between Direct Energy Services, LLC ("Direct Energy") and Wheaton Park District Administration Inc ("Customer"). Direct Energy and Customer are each sometimes individually referred to herein as a "Party" and together as the "Parties."

SECTION 1: RETAIL SALES AND SERVICES

1.1 Appointment; Authorization; Scope. This Agreement establishes the duties, rights and procedures by which the Parties may enter into Transactions under which Direct Energy shall provide natural gas for Customer locations (each a "Location" and collectively the "Locations") to each applicable Account. With respect to each Transaction, Customer agrees to obtain its full natural gas requirements for all Accounts set forth on the Confirmation exclusively from Direct Energy during the applicable Delivery Period. Customer hereby appoints Direct Energy as its exclusive limited agent and authorizes Direct Energy to act as its Provider for the Accounts during the Delivery Period for each Transaction. Customer agrees to execute such documents and cooperate with Direct Energy as necessary to evidence the appointment of Direct Energy as its limited agent and Provider and in the performance of its obligations hereunder. Customer agrees to take the appropriate metered distribution service from the applicable LDC and comply with such LDC's tariff. As Customer's Provider, Direct Energy shall provide all the services required of a Provider including, without limitation, procuring, balancing, transporting, scheduling and delivering or causing to be delivered the natural gas to the Locations during the applicable Delivery Period. Other than those duties specifically set forth in this Agreement, this limited agent and Provider appointment does not impose any other duties on Direct Energy. Direct Energy shall use reasonable efforts to commence service in the start month set forth in the applicable Confirmation; however, Customer acknowledges that the commencement of service hereunder is dependent upon confirmation by the Utility of the completion of all required enrollment processes. Direct Energy shall not be liable for any lost savings or lost opportunity as a result of a delay in service commitment due to actions or inactions by the Utility. Customer agrees that it shall be solely liable for any costs assessed by the Utility or any third party (pursuant to contract or otherwise) as a result of a change in Customer's Provider to Direct Energy and Customer acknowledges that such costs are not included in the Energy Price. Upon the execution of this Agreement by both Parties, this Agreement shall become effective as of the Effective Date and shall continue in effect until the expiration of all applicable Transactions, unless earlier terminated in accordance with the provisions hereof (the "Term").

1.2 Service after Delivery Periods. Each Transaction shall terminate at the end of the applicable Delivery Period; however, if, after the end of any applicable Delivery Period, Direct Energy has not dropped Customer and returned Customer to the Utility and Customer has not notified Direct Energy of its desire to obtain service from another natural gas supplier, any natural gas sold hereunder will be priced by Direct Energy at a commercially reasonable market-based rate and billed to Customer until either Party provides thirty (30) days' prior written notice to the other Party of its desire to terminate such arrangement.

1.3 Storage. Customer hereby sells and transfers to Direct Energy, subject to Direct Energy's crediting of Customer's account for the value thereof, all natural gas inventory held in storage as of the Effective Date for Customer's LDC storage account(s) ("Initial Storage"), together with all rights to manage such LDC storage account(s). Direct Energy shall credit Customer in Direct Energy's invoice for the first billing cycle following the Effective Date for the value of the Initial Storage, as reported by the LDC, such credit to be calculated by multiplying the Initial Storage by the price/Dth published in Natural Gas Intelligence under Bidweek Survey, Midwest, Chicago Citygate, Average for the first full calendar month of natural gas delivery following the Effective Date. If, under the applicable LDC tariff, transfer of such storage account balance is restricted to a later date, Direct Energy will initiate the transfer to Direct Energy by the LDC of natural gas inventory in Customer's LDC storage account in accordance with the applicable timing guidelines set forth in such tariff. Upon termination of this Agreement, Direct Energy shall sell and transfer to Customer, charge Customer for, and Customer shall pay for, any natural gas inventory in Customer's LDC storage account, as reported by the LDC, as of the date of such termination ("Final Storage"). Such charge for the Final Storage shall be calculated by multiplying the Final Storage by the price/Dth published in Natural Gas Intelligence under Bidweek Survey, Midwest, Chicago Citygate, Average for the month following termination of this Agreement. Where practicable, Direct Energy will include the Final Storage charge in the final Direct Energy invoice to Customer, it being understood that Direct Energy's failure to include such charge in such invoice shall not relieve Customer for Customer's payment obligation therefore.

SECTION 2: TRANSACTIONS AND CONFIRMATIONS

2.1 Transactions; Construction. The Parties may from time to time enter into Transactions by executing one or more written "Confirmations," which shall include the following applicable terms for such Transaction: (i) Accounts and Locations; (ii) Delivery Period; (iii) Energy Price and other price-related provisions; (iv) Security required; and (v) any other special terms and conditions, if any. Each Transaction shall be governed by this Agreement. The Energy Price will not include any Utility or transmission or distribution costs. Pass-Through Charges shall be passed through to Customer with no additional mark-up. At any time during the Term, there may be one or more Transactions in effect and each shall constitute a separate purchase and sale transaction on the terms and for the Delivery Period and volumes specified in the applicable Confirmation. Any inconsistency based upon the language contained within the primary body of this Agreement and the Confirmation or Special Provisions attached hereto shall be resolved in the following descending order of priority: (i) Confirmation; (ii) Special Provisions (if applicable); and (iii) the primary body of this Agreement. In the event of multiple Transactions being in effect for simultaneous Delivery Periods, the most recently executed Confirmation shall supersede any previous Confirmation with respect to the applicable Location(s), Accounts, dates and volumes covered thereby.

2.2 Offer for Service; Contract Formation. From time to time, Direct Energy may send Customer one or more proposed Confirmations reflecting various terms related to the supply of natural gas according to which Customer desires to procure natural gas. Customer's execution and submission of any such confirmation (as executed and submitted, a "Proposed Confirmation") to Direct Energy's appropriate facsimile number shall constitute an offer by Customer to Direct Energy to procure natural gas on the terms therein, which offer shall be deemed accepted by Direct Energy only upon the occurrence of the earlier of (a) Direct Energy notifying Customer in writing of Direct Energy's acceptance of such Proposed Confirmation, or (b) any action by Direct Energy to purchase a physical or financial hedge for all or a portion of the natural gas covered by such Proposed Confirmation. Upon acceptance of a Proposed Confirmation as provided above, the terms thereof shall be binding on the Parties. Inconsistent or additional terms provided by Customer in a Proposed Confirmation shall not become part of this Agreement unless expressly agreed to in writing by Direct Energy.

SECTION 3: BILLING AND PAYMENT

3.1 Billing and Payment. If Customer receives Utility billing, the Utility is responsible for invoicing Customer in accordance with its applicable rules and regulations; if Customer receives dual billing, the Utility is responsible for invoicing Customer for its charges in accordance with its rules and regulations, and, as set forth in this Agreement, Direct Energy shall invoice Customer for natural gas and any applicable charges. To the extent feasible and unless otherwise provided in a Confirmation, Direct Energy shall invoice Customer on an individual Account basis each month. Customer shall remit payment, unless disputed in accordance with Section 3.2 of this Agreement, within twenty (20) days of the invoice date. The invoice amount shall be based on Actual Usage data when available and should include all Pass-Through Charges. If Actual Usage is not available, Direct Energy may use estimated data to calculate Customer's invoice and, upon receipt of Actual Usage data, shall reconcile the charges and adjust them as needed in subsequent invoices. If Customer is exempt from the payment of any Taxes, Customer shall provide

Direct Energy with all required exemption documentation. In assessing and collecting Taxes, Direct Energy may be acting solely in an agent capacity on behalf of various taxing authorities; as such, Customer must look to the appropriate taxing authority directly for refunds of any Taxes imposed by such authority. Direct Energy shall not be required to refund or credit any Taxes previously paid by Customer unless the applicable taxing authority sends the refund to Direct Energy and does so prior to any such refund or credit to Customer. Customer agrees to indemnify, defend and hold harmless Direct Energy from and against any and all claims, demands, suits, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) associated with or resulting from any claimed exemption and the payment or non-payment of taxes by Customer.

3.2 Late Penalties; Interest on Overdue Payments; Invoice Disputes. Customer payments remitted in response to a Direct Energy invoice will be applied first to arrears (oldest to most recent) and then to current charges. Failure of Customer to pay charges due pursuant to a Direct Energy or Utility invoice may constitute an Event of Default, and grounds for termination, suspension, and/or disconnection of service. If Customer fails to remit all invoiced amounts when due, other than amounts properly disputed in accordance with this Section 3.2, on or before the due date, Direct Energy may assess a monthly late payment fee equal to the lesser of (i) one and one-half percent (1.5%) of the total past due amount or (ii) the maximum rate allowed by applicable law.

Customer may in good faith dispute any portion of an invoice by providing Direct Energy with a written explanation specifying the amount in dispute and the reason for the dispute by the payment due date. Customer shall remit all invoiced and undisputed amounts by the date due. In all cases, the Parties shall use good faith efforts to resolve any dispute. In the event that the Parties are unable to resolve the dispute within ten (10) days of the notice date, either Party may begin legal proceedings to resolve the dispute. Any amounts determined owed, together with interest thereon as provided above, shall be paid within three (3) days of the date on which the dispute is resolved.

SECTION 4: CREDIT

Direct Energy may request that Customer provide financial information sufficient for Direct Energy to complete a credit review prior to providing service hereunder. If, prior to commencing service or at any time during the Term of this Agreement, Direct Energy has good faith concerns about the creditworthiness of Customer, or Customer's ability to perform hereunder, Direct Energy may require that Customer provide reasonable credit assurance(s), in an amount and in a form determined by Direct Energy in a commercially reasonable manner, including but not limited to, an escrow account, deposit, letter of credit, or parental guaranty.

Customer authorizes Direct Energy to obtain and review information regarding Customer's credit history from credit reporting agencies and consumption history, billing determinant and credit information from the Utility, such authorization to remain in effect during the Term and any renewals. Customer may rescind this authorization at any time by providing written notice to Direct Energy or calling 1-888-925-9115, but such rescission shall constitute an Event of Default hereunder.

SECTION 5: LOAD CHANGES

5.1 Mutual acknowledgement. Direct Energy understands and acknowledges that Customer's business operations may change periodically in significant and/or unforeseen ways, and Customer understands and acknowledges the importance of providing as much advance notification and pertinent information as possible to Direct Energy regarding such changes in its business operations so that Direct Energy can promptly modify its forecast, procurement, scheduling and balancing obligations to help minimize the risk of penalties and additional costs incurred in connection with such changes.

5.2 Weather-Related Load Changes. Load Changes resulting from reasonable variations in Customer's actual consumption pattern due to weather are anticipated. Prior notification from Customer regarding such Load Changes is not required.

5.3 Notification of Other Load Changes. Customer agrees to timely notify Direct Energy in writing of any anticipated Load Change(s) not caused by weather, and Direct Energy may pass through to Customer any resulting cost increases, charges, fees or penalties by submitting an invoice to Customer, along with a substantiation of such cost increases, charges, fees or penalties, which will be due and payable pursuant to the payment terms of this Agreement.

SECTION 6: FACILITY REMOVAL

Without limiting Customer's obligation to provide notice of any anticipated consumption changes as described in Section 5, Customer shall give Direct Energy at least thirty (30) days' notice prior to removing Location(s) from service hereunder as a result of ceasing operations at such Location(s) (e.g., closing of the Location(s) or sale of the Location(s) to an unrelated third party). Customer shall be responsible for Actual Damages resulting from any such removals, if any.

SECTION 7: NOTICES AND PAYMENT

7.1 General Notice. Except as otherwise set forth in this Agreement or required by applicable law, all notices to be provided under this Agreement shall be in writing and deemed to have been duly delivered if hand delivered or sent by United States Postal Service, certified or registered mail, return receipt requested, postage prepaid, facsimile, or by overnight delivery service. Notice by facsimile, hand delivery or certified mail shall be effective on the day actually received, notice by overnight United States Postal Service or courier shall be effective on the next business day after it was sent, and notice by standard United States Postal Service shall be effective on the second day after it was sent. Notices to the Parties shall be sent to the applicable address set forth in Section 13.9 of this Agreement. Either Party may change any such address upon notice to the other Party in writing.

7.2 Payments. All payments shall be sent to Direct Energy via check to the billing address set forth in the Confirmation, unless Direct Energy, in its sole discretion, agrees that Customer may make payments via wire transfer to the account at the applicable institution set forth in the Confirmation.

SECTION 8: REPRESENTATIONS AND WARRANTIES

8.1 As a material inducement to entering into this Agreement, each party, with respect to itself, hereby represents and warrants to the other Party as follows: (a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and is qualified to conduct its business in those jurisdictions necessary to perform this Agreement; (b) the execution and delivery of this Agreement are within its powers, have been duly authorized by all necessary actions and/or board approvals, and do not violate any of the terms or conditions in its governing documents or any contract to which it is a Party or any law applicable to it; (c) as of the date of service commencement hereunder, it shall have all regulatory authorizations necessary for it to legally perform its operations; (d) this Agreement constitutes a legal, valid and binding obligation of such Party enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, reorganization, and other laws affecting creditors' rights generally and with regard to equitable remedies, subject to the discretion of the court before which proceedings to obtain same may be pending; (e) there are no bankruptcy, insolvency, reorganization, receivership or other similar proceedings pending or being contemplated by it or, to its knowledge, threatened against it; (f) if a broker has been involved in this transaction, such broker is an agent of Customer in this transaction and may receive a commission to be paid by Direct Energy from payments received from Customer under this Agreement; (g) if it is a property management company acting on behalf of the owner of the Location(s), it has the authority to execute and bind the Location(s) to this Agreement for the Term stated in the Confirmation and that the term of its property management agreement with the owner of the Location(s) is equal to or greater than the Term of this Agreement; and (h) the Location(s) to be provided the services described herein are not contractually bound by another agreement for natural gas services that will overlap with the Term stated in the Confirmation. Each party covenants that it shall cause its respective representations and warranties to remain true and correct throughout the Term of this Agreement.

8.2 Business Customer Warranty. Customer represents and warrants that Customer is a non-residential customer and the Locations served under this Agreement, collectively, have an annual load greater than 5,000 therms per year of natural gas but less than 150,000 decatherms per year of natural gas.

SECTION 9: LIMITATION OF LIABILITY; FORCE MAJEURE

9.1 Limitation of Liability. EXCEPT WITH RESPECT TO REMEDIES OTHERWISE SPECIFICALLY PROVIDED FOR IN THIS AGREEMENT, LIABILITY IS LIMITED TO ACTUAL DAMAGES AS THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE EXPRESSLY WAIVED. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR ANY BUSINESS INTERRUPTION DAMAGES.

TO THE MAXIMUM EXTENT POSSIBLE UNDER LAW, ARTICLE 2 OF THE UNIFORM COMMERCIAL CODE SHALL APPLY TO NATURAL GAS SOLD HEREUNDER. DIRECT ENERGY MAKES NO REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT, AND EXPRESSLY DISCLAIMS AND NEGATES ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9.2 Force Majeure. A "Force Majeure Event," as such term is used in this Agreement means any "Act of God" or other unexpected and disruptive event beyond the reasonable control of either Party that interferes with its ability to perform its obligations under this Agreement, except for the obligation to pay monies due. Any Party which is unable to perform its obligations hereunder as a result of a Force Majeure event shall provide written notice to the other Party of the existence of such event and exercise due diligence to remove such event with all reasonable dispatch, but shall in no event be required to incur any commercially unreasonable expense in doing so. It is expressly understood by the Parties that the ability of Direct Energy to sell the products or services provided hereunder at a price greater than the Price paid by Buyer shall not constitute an event of Force Majeure. Conversely, the ability of Buyer to purchase the products or services provided hereunder for an amount less than the Price shall not constitute an event of Force Majeure. Buyer acknowledges that Direct Energy will not be liable for any damages associated with inability to access the Utility or non-performance by the Utility, each of which shall constitute a Force Majeure Event as to Direct Energy, except to the extent resulting directly from Direct Energy's actions or inactions.

SECTION 10: CONFIDENTIALITY

Neither Party will disclose the terms of this Agreement or any information of the other Party it knows or reasonably should know to be confidential information (other than to its representatives who have agreed to keep such terms confidential) except when disclosure may be required by law, is required to carry out the terms of this Agreement or with the disclosing Party's prior written consent. If disclosure is required by law, the disclosing Party will provide reasonable notice to the other Party prior to making such disclosure. The Parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with this confidentiality obligation. This provision shall survive the termination of this Agreement for a period of two (2) years.

SECTION 11: DEFAULT AND REMEDIES

An event of default ("Event of Default") means: (a) the failure of a Party to make, when due, any payment that is required under this Agreement; (b) any representation or warranty made by a Party that proves to be false or misleading in any material respect; (c) the failure of a Party to perform its obligations under this Agreement, except to the extent such failure is excused by a Force Majeure Event; (d) Customer's failure to cooperate with Direct Energy as reasonably required in order for Direct Energy to perform its obligations under this Agreement. If an Event of Default has occurred, (a) the non-defaulting Party shall have the right to setoff and net against any undisputed amounts owed by the defaulting Party to the non-defaulting Party under this Agreement, and (b) Direct Energy shall additionally have the right to setoff and net against any deposit or security provided by Customer pursuant to this Agreement any amounts, charges or damages owed by Customer to Direct Energy.

SECTION 12: TERMINATION

This Agreement may be terminated at any time (i) by mutual consent in writing by the Parties, (ii) by either Party if there has been an Event of Default that is not cured within fifteen (15) calendar days of the defaulting Party's receipt of written notice from the non-defaulting Party; (iii) by Direct Energy if Customer fails to provide the credit assurance requested, pursuant to Section 4 within seven (7) days of being requested by Direct Energy; or (iv) during a monthly renewal pursuant to Section 1.2, by either Party upon providing the other Party with thirty (30) days prior written notice. In the event of a termination under subsections (ii) or (iii) above, the defaulting Party shall pay to the non-defaulting Party, within fifteen (15) days of such termination, Actual Damages resulting from such termination, which the Parties hereby agree are a reasonable estimate of the damages that would be incurred by the non-defaulting Party for such early termination, and which would otherwise be difficult or impossible to determine.

In the event of termination as provided herein, all further obligations of the Parties under this Agreement shall terminate without further liability of the Parties, except for the payment by the owing Party of any sums due and owing to the other Party for services rendered prior to the termination date, payment of Actual Damages (if applicable), any confidentiality obligation of either Party which has arisen hereunder and any other obligation hereunder which by its nature survives the termination of this Agreement.

SECTION 13: MISCELLANEOUS PROVISIONS

13.1 Waiver. No waiver by either party of any default or defaults by the other Party under this Agreement shall operate as a waiver of any future default or defaults. No delay or failure by Direct Energy in enforcing any part of this Agreement shall be deemed a waiver of any of its rights or remedies.

13.2 Assignment. This Agreement shall inure to and benefit the Parties and their permitted successors and assigns. Neither Party may assign this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the above, Direct Energy may, without the consent of Customer, assign this Agreement and its rights and obligations hereunder to any third party for the limited purpose of securing credit and financing or to any person or entity succeeding to all or substantially all of the assets of Direct Energy. Further, either Party may, without the need for consent from the other Party, transfer or assign this Agreement to an Affiliate of such Party provided that such Affiliate has equivalent financial capability to that of the assigning Party and agrees to be bound by the terms and conditions hereof. Customer expressly agrees that if necessary Customer will execute any documents necessary to effectuate such assignment including, but not limited to, a letter of agency. As used herein, "Affiliate" shall mean with respect to any person, any other person (other than an individual) that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such person. For purposes of the foregoing definitions, "control" means the direct or indirect ownership of more than fifty percent (50%) of the outstanding capital stock or other equity interests having ordinary voting power.

13.3 Severability. The various provisions of this Agreement are severable. The invalidity, illegality or unenforceability of any provision shall not affect the validity, legality or enforceability of any other portion or provision of this Agreement.

13.4 Entire Agreement; Amendments. This Agreement, together with the Exhibits attached hereto (which are incorporated by reference and made a part hereof), constitutes the entire understanding between the Parties, and supersedes and replaces any and all previous understandings, oral or written, in any manner relating to the subject matter hereof, provided, however, that any separate confidentiality agreement between the Parties shall remain in full force and effect. This Agreement shall be supplemented by one or more Confirmations and may be amended only upon mutual agreement of the Parties, which amendment shall not be effective until reduced to writing and executed by the Parties.

13.5 Market Disruption, Change in Law. If as determined in good faith by Direct Energy there is (a) a failure of an index price to announce or publish information necessary for determining the Energy Price; (b) the failure of trading to commence or the permanent discontinuation or material suspension of trading in the relevant market contemplated by the index; (c) the temporary or permanent discontinuance or unavailability of the index; or (d) a material change in the formula for or the method of determining the index, then the Energy Price for all periods affected shall be determined in good faith by Direct Energy, and, without restriction to the foregoing, if there is a material change in the formula for or the method of determining the index, Direct Energy shall calculate the Energy Price in a commercially reasonable manner so as to minimize the effect of such change, and may use other price sources with appropriate adjustments for differentials. If any index ceases to exist, becomes unavailable, is not published for a period of at least ten (10) days, or is changed so that it is intended to measure something materially different from the index prior to the change, the Parties shall negotiate in good faith to agree upon a new index that reasonably measures such price. If the Parties do not agree that an alternate index is appropriate or are unable to agree upon an alternate index, within fifteen (15) days after a written request by a Party, then either Party may begin legal proceedings to resolve the dispute.

If a Change in Law occurs and Direct Energy incurs additional costs or expenses as a result thereof with regard to any Transactions then in effect, then all such increased costs or expenses shall be billed to and paid by Customer in addition to the Energy Price. For purposes of this Agreement, "Change in Law" means (i) any regulatory change that shifts costs or expenses from the Utility to Direct Energy or (ii) any law, order, decisions, or regulation passed, modified, implemented or interpreted by judicial or regulatory order or legislative enactment, any change in rate class, or any change to Utility procedures that applies to Customer's facilities, which creates additional costs or expenses not included in the Energy Price or which increases the cost components of the Energy Price.

13.6 Governing Law. THIS AGREEMENT SHALL BE CONSTRUED, INTERPRETED, AND GOVERNED UNDER AND BY THE LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO ITS CHOICE OF LAW PROVISIONS.

13.7 Counterparts. This Agreement may be executed in one or more counterparts and each shall be considered an original, all of which together shall constitute one and the same Agreement.

13.8 Contact Information. The following contact information shall be used by Customer in the event the need arises:

Direct Energy – Customer Service:

Email CustomerRelations@directenergy.com

Toll Free No. 1-888-925-9115 (Mon.-Thu. 7:00 a.m. – 7:00 p.m. EST & Fri. 7:00 a.m. – 6:00 p.m. EST)

For non-emergency or after-hours, leave a message.

In the event of an emergency (including gas odors), or other distribution service needs, Customer must contact the LDC at the number provided on the bill received from the LDC. Complaints may be presented to the Illinois Commerce Commission at: (*Internet*) www.icc.state.il.us/ci/consumerservices.aspx and/or (*Tollfree Phone*) 1-800-524-0795.

13.9 Notice Addresses. All formal notices or demands required or permitted hereunder shall be made to the following addresses of the Parties:

If to Direct Energy: Direct Energy Services, LLC
Attn: Senior Director Sales, US North
1001 Liberty Center
Pittsburgh, PA 15222
Fax: (412) 667-6106
Email: CustomerRelations@directenergy.com

A copy, which shall not constitute notice, and all legal notices, shall be sent to:

Direct Energy Business
Attn: Nick Henn, Vice President and
Assistant General Counsel
12 Greenway Plaza, Suite 600
Houston, Texas 77046

If to Customer:

Wheaton Park District Administration Inc
Attn: Tricia Dubiel
102 E Wesley St
Wheaton, IL, 60187

SECTION 14: DEFINITIONS

The following terms shall have the meanings set forth below. All other capitalized terms used herein but not otherwise defined herein shall have the meaning ascribed to such terms in the applicable rules, regulations, tariffs or protocols of the governmental authorities to which such terms pertain.

"Account" means each account identified on a Confirmation.

"Actual Damages" means the total amount of the loss that the non-defaulting party (or, in the event of a termination without cause, the non-terminating party) (as applicable, the "Damaged Party") would experience as a result of termination. As to each terminated transaction, Actual Damages shall be deemed to equal: (A) where Direct Energy is the Damaged Party, the positive difference, if any, between the contract price of the natural gas as defined in the Price section of the Agreement for the remaining term of such terminated transaction and the market price of the natural gas for the remaining term of such terminated transaction, in each case as determined by Direct Energy in a commercially reasonable manner; and (B) where Customer is the Damaged Party, the positive difference, if any, between the market price of the natural gas for the remaining term of such terminated transaction and the contract price of the natural gas as defined in the Price section of the Agreement for the remaining term of such terminated transaction, in each case as determined by Direct Energy in a commercially reasonable manner. For the avoidance of doubt, "contract price" shall include both the Direct Energy fee and the Final Storage charge for purpose of the above calculations.

"Actual Usage" means the actual amount of natural gas consumed by Customer at a Location, calculated by Account.

"Billing Period" means as to an Account, the Billing Period utilized by the applicable Utility.

"Delivery Charges" means, to the maximum extent permitted, all charges, costs, fees or other amounts charged by a Utility to Direct Energy or Customer for the delivery of natural gas from the Delivery Point to Customer's Location.

"Delivery Period" is the period during which natural gas deliveries are to be made as agreed by the Parties on a Confirmation.

"Delivery Point" shall have the meaning set forth on the applicable Confirmation.

"Dth" means a measure of the heat content value of gas. Gas usage is determined by multiplying the Mcf used by the heat content value of the gas. One Dth equals approximately 970 cubic feet (ccf).

"Effective Date" shall mean the Effective Date specified in the preamble of this Agreement.

"Energy Price" is the price in US dollars to be paid to Direct Energy by Customer for the purchase of the natural gas as set forth on a Confirmation.

"LDC" means each entity that transports or distributes natural gas to a Location or other similar entity providing the same basic services as such entities and any successor thereto.

"Load Change(s)" means, (i) if Customer is a monthly-balanced customer, or is a daily-balanced customer with an aggregate annual usage of less than 30,000 Dth, a change in Customer's operations resulting in an aggregate monthly difference of 25% or more between Actual Usage and Monthly Contract Quantity or, (ii) if Customer is a daily-balanced customer with an aggregate annual usage of 30,000 Dth or more, a change on any given day in Customer's operations resulting in a difference of 25% or more between Actual Usage and Customer's historical daily usage pattern based on its normal business operations.

"MMBtu" means one million British Thermal Units.

"Monthly Contract Quantity" shall be set forth on Part II of any applicable Confirmation.

"Non-Recurring Charges" means any costs, fees, penalties, fines or charges imposed on a Provider by a Utility or other third party on a non-recurring basis for services, repairs or additional equipment needed for Customer's natural gas service.

"Pass-Through Charges" means all Taxes, Non-Recurring Charges and Delivery Charges and any new or additional costs or charges specified in the applicable Confirmation or otherwise imposed on Direct Energy in its role as Provider under applicable law.

"Provider" means an energy service company eligible to sell natural gas to end use customers using a Utility's transmission or distribution systems.

"Security" means collateral in the form of cash, irrevocable standby letter of credit, corporate guarantee, prepayment, or other security acceptable to Direct Energy in its sole discretion.

"Special Provisions" means any mutually agreed changes to the primary body of this Agreement as set forth in a separate document and in a form acceptable to Direct Energy.

"Taxes" means all taxes, assessments, levies, duties, charges, fees and withholdings of any kind and all penalties, fines, and additions to tax, and interest thereon that are directly related to the services provided under this Agreement and assessed or imposed by any federal, state, municipal or local government or other authority, including but not limited to sales taxes, gross receipts taxes, assessment fees or franchise fees.

"Transaction" means the specific purchase and sale of natural gas as set forth in the applicable Confirmation.

"Utility" means any company that transmits or distributes natural gas to Accounts, including but not limited to, an LDC.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be effective as of the Effective Date.

CUSTOMER:

DIRECT ENERGY:

Wheaton Park District Administration Inc

DIRECT ENERGY SERVICES, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Michael Benard

Executive Director

May 20, 2013

**Confirmation - Part I
(Illinois - Fixed Price with Full Requirements)
Natural Gas**

Contract Generation Date: 05/20/2013
Customer Name: Wheaton Park District Administration
Inc

Contract No.:

Customer Contact Information:
Mailing Address: 102 E Wesley St
Wheaton, IL, 60187
Phone: (630) 510-4953
Fax: (630) 665-5880
Email: tdubiel@wheatonparks.org
Customer Contact: Tricia Dubiel

Direct Energy Contact Information:
Mailing Address: Direct Energy Business
1001 Liberty Avenue
Pittsburgh, PA 15222
Phone: (888) 925-9115
Fax: (866) 421-0257
Email: CustomerRelations@directenergy.com

GENERAL

This Confirmation is an integral part of the Agreement by and between Direct Energy and Customer. Capitalized terms not defined in this Confirmation have the meanings referenced elsewhere in the Agreement.

Scope. This Confirmation is for natural gas supply, nomination and balance service and not for Utility distribution service.

Deliveries. Direct Energy shall schedule the delivery of natural gas hereunder to the citygate (the "Delivery Point") for the applicable LDC for each Customer Location identified in Part II below. Each applicable LDC shall be responsible for receiving the natural gas and distributing it to the Customer Location(s). For the purposes of scheduling only, Direct Energy shall be deemed to be in possession and control of, have title to, and be responsible for such natural gas, prior to the Delivery Point. Customer shall be deemed to have title to the natural gas at and after the Delivery Point. The applicable LDC shall be deemed to be in possession and control of and be responsible for and bear risk of loss of such natural gas, at and after the Delivery Point until delivery to the applicable meter at a Customer Location, whereupon Customer shall have possession and control of and be responsible for and bear risk of loss of such natural gas. Direct Energy warrants that it has title to the scheduled natural gas and that at the time of delivery to the Delivery Point such natural gas shall be free and clear of all liens, encumbrances, and claims.

Delivery Period. Direct Energy shall provide for each Account natural gas retail service for the full usage requirements of such Account (s) from the first Utility meter read date of the calendar month specified in Part II below under "Expected Start Month" and continuing thereafter until the last Utility meter read date of the calendar month specified in Part II below under "Expected End Month."

Customer Emergencies. Customer should contact its Utility with any natural gas related emergencies.

RETAIL NATURAL GAS SERVICE CHARGES – FIXED PRICING

Energy Price. Should Direct Energy and Customer agree on a fixed energy price, the Energy Price for Actual Usage with respect thereto (the "**Fixed Energy Price**") for the Accounts shall be as set forth in Part II of this Confirmation, subject to applicable charges or credits for usage deviations outside of the CQ Tolerance as further provided below. The Fixed Energy Price is inclusive of all non-Utility charges other than Taxes and Non-Recurring Charges. Invoices are issued monthly for natural gas delivered to Customer's meter. Pricing may be at the Citygate or Burnertip, as agreed by the Parties and set forth in Part II of this Confirmation. Customer will be responsible for all transportation and service charges and fees imposed by Customer's LDC relative to the delivery of natural gas from the Delivery Point(s) to each Location. For full requirements contracts (as reflected by Customer's election in Part II hereof), CQ Tolerance shall not apply and the Energy Price for all natural gas usage shall be at the Fixed Energy Price. For contracts that are not for full requirements, the following shall apply:

Excess Volume Pricing. Excess Volumes within the CQ Tolerance shall be charged at the Variable Energy Price; Excess volumes outside the CQ Tolerance shall be billed to and paid by Customer pursuant to Customer's Settlement Type election in Part II of this Confirmation (as described below) plus any applicable Settlement Adder (as identified below).

Deficient Volume Pricing. Deficient Volumes within the CQ Tolerance shall be credited at the Variable Energy Price; Deficient Volumes outside the CQ Tolerance shall be credited pursuant to Customer's Settlement Type election in Part II of this Confirmation (as described below) minus any applicable Settlement Adder (as identified below).

ADDITIONAL DEFINITIONS

"Applicable Illinois Citygate" means the applicable LDC and Delivery Zone, as set forth in Part II of this Confirmation. For purposes of this Confirmation, the Applicable Illinois Citygate may be any of the following (i) Nicor; (ii) Peoples Gas, or; (iii) North Shore Gas.

"BT Pricing" refers to a delivery point at the business meter which means that Utility line losses will either be captured in the sales price or as a line item on the customer invoice. The location of the CQ's (Contract Quantity) is also determined by this methodology.

"CG Pricing" refers to a delivery point at the CityGate or beginning of the utility's pipelines and does not contain Utility line losses as a cost component. The location of the CQ's (Contract Quantity) is also determined by this methodology.

"Contract Quantities" means the natural gas quantities set forth in Part II of this Confirmation.

"CQ Tolerance" means the applicable agreed monthly percentage limit above and below the Contract Quantities for each LDC Account Number, as set forth in Part II of this Confirmation, within which limits the Fixed Energy Price shall apply.

"Daily Contract Quantity" is determined by dividing the monthly Contract Quantity described in Part II of this Confirmation by the number of calendar days in the applicable month.

"Daily Settlement Type" means volumes outside the CQ tolerance shall be billed to or credited to the Customer, at a market reflected rate

Confirmation - Part I
(Illinois - Fixed Price with Full Requirements)
Natural Gas

based on the Platt's Gas Daily, daily Midpoint Index under the heading "Daily Price Survey" for the Applicable Illinois Citygate for all days of the applicable month, plus any Settlement Adder listed on Part II of this Confirmation.

"Deficient Volume" means Actual Usage below the applicable monthly Contract Quantity.

If Customer elects the daily Settlement Type in Part II of this Confirmation, the "Deficient Volume" will be calculated based on the difference between the Actual Daily Usage and the applicable Daily Contract Quantity.

"Excess Volume" means Actual Usage in excess of the applicable monthly Contract Quantity. If Customer elects the daily Settlement Type in Part II of this Confirmation, the "Excess Volume" will be calculated based on the difference between the Actual Daily Usage and the applicable Daily Contract Quantity.

"Interstate Pipeline Fuel Charges" means the additional charges incurred in respect of applicable interstate pipeline natural gas losses.

"LDC Fuel Charges" means the additional charges incurred in respect of applicable LDC natural gas losses.

"Market Rate" means the monthly index price applicable to the LDC, as published in NGI plus all costs to supply natural gas under the Agreement, including, but not limited to, risk premium, execution cost and maximum posted pipeline transportation charges, plus an administrative fee up to \$.050 per Unit of Measure.

"Monthly Settlement Type" means volumes outside the CQ tolerance shall be billed to or credited to the Customer at a monthly price calculated using the simple average of the daily index price posted in the column titled "Midpoint" published in the Platt's Gas Daily under the heading "Daily Price Survey" for the Applicable Illinois Citygate for all days of the applicable month, plus any Settlement Adder listed on Part II of this Confirmation.

"Settlement Adder" is charged per UOM and is as described below on Part II of this Confirmation.

Confirmation -Part II
(Fixed Price; Fixed price with Swing – Gas)

Contract Generation Date: 05/20/2013

Contract #:

Customer Name: Wheaton Park District Administration Inc

Identify CQ Tolerance: +/- 0 % (No Swing) ; +/- 10% (Swing); X N/A (Unlimited)

Unit of Measure: Dth X Therms

Settlement Adder: Excess (\$/UOM) Deficient (\$/UOM)

Identify Settlement Type: Daily; X Monthly

Account Information


LDC Account Number	LDC Name	Location Address	Billing Address	Delivery Zone (Pipeline)	Gas Meter Number	LDC Tariff	Meter Read Cycle	Expected Start Month	Expected End Month	Term (In Months)
0402035172	Nicor	855 W Prairie Ave #4 Wheaton IL 60187	102 E Wesley St Wheaton IL 60187	NCR	2940537	Rate 4 - Rider 15 CS		Jun/2013	Jun/2014	12
0460407175	Nicor	1000 Manchester Rd Wheaton IL 60187	102 E Wesley St Wheaton IL 60187	NCR	3410125	Rate 4 - Rider 15 CS		Jun/2013	Jun/2014	12
1106501000	Nicor	26w101 Butterfield Rd Wheaton IL 60187	102 E Wesley St Wheaton IL 60187	NCR	2897978	Rate 4 - Rider 15 CS		Jun/2013	Jun/2014	12
1812901000	Nicor	616 Deiles Rd Wheaton IL 60187	102 E Wesley St Wheaton IL 60187	NCR	2919113	Rate 4 - Rider 15 CS		Jun/2013	Jun/2014	12
2245590000	Nicor	1777 S Blanchard St Wheaton IL 60187	102 E Wesley St Wheaton IL 60187	NCR	3164498	Rate 4 - Rider 15 CS		Jun/2013	Jun/2014	12
2478321000	Nicor	26w151 Butterfield Wheaton IL 60187	102 E Wesley St Wheaton IL 60187	NCR	2725685	Rate 4 - Rider 15 CS		Jun/2013	Jun/2014	12
3774221000	Nicor	1300 N West Wheaton IL 60187	102 E Wesley St Wheaton IL 60187	NCR	2793764	Rate 4 - Rider 15 CS		Jun/2013	Jun/2014	12
4163602345	Nicor	1950 Orchard Rd Wheaton IL 60187	102 E Wesley St Wheaton IL 60187	NCR	2191588	Rate 4 - Rider 15 CS		Jun/2013	Jun/2014	12
4920221000	Nicor	208 W Union Ave Wheaton IL 60187	102 E Wesley St Wheaton IL 60187	NCR	2986213	Rate 4 - Rider 15 CS		Jun/2013	Jun/2014	12
5294221000	Nicor	1 West St Wheaton IL 60187	102 E Wesley St Wheaton IL 60187	NCR	3839712	Rate 4 - Rider 15 CS		Jun/2013	Jun/2014	12
5389121000	Nicor	102 E Wesley St Wheaton IL 60187	102 E Wesley St Wheaton IL 60187	NCR	2272233	Rate 4 - Rider 15 CS		Jun/2013	Jun/2014	12
5450490000	Nicor	1356 N Gary Ave # R Wheaton IL 60187	102 E Wesley St Wheaton IL 60187	NCR	3075754	Rate 4 - Rider 15 CS		Jun/2013	Jun/2014	12

Contract Quantities

Confirmation -Part II
(Fixed Price; Fixed price with Swing - Gas)

LDC Account Number	Product Elected	Fixed Price (\$/Unit of Measure)	Citygate (CG) or burnertip (BT) based	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total Annual
0402035172	Fixed	\$0.4882/THERMS BT		360	183	160	30	50	20	10	10	10	20	70	80	1,003
0460407175	Fixed	\$0.4882/THERMS BT		3,421	2,684	1,593	200	10	14	15	15	140	232	1,275	2,804	12,404
1106501000	Fixed	\$0.4882/THERMS BT		1,285	1,066	817	445	124	10	10	10	29	381	687	1,141	6,004
1812901000	Fixed	\$0.4882/THERMS BT		195	162	133	78	31	10	10	10	10	49	94	174	956
2245590000	Fixed	\$0.4882/THERMS BT		1,085	923	688	456	269	868	897	897	150	368	549	998	8,149
2478321000	Fixed	\$0.4882/THERMS BT		446	344	268	67	36	34	35	35	46	60	208	357	1,935
3774221000	Fixed	\$0.4882/THERMS BT		250	632	200	140	3,340	3,210	330	421	92	20	70	160	8,865
4163602345	Fixed	\$0.4882/THERMS BT		921	729	621	261	210	124	128	128	174	202	462	765	4,724
4920221000	Fixed	\$0.4882/THERMS BT		576	478	357	189	43	10	10	10	26	186	324	511	2,720
5294221000	Fixed	\$0.4882/THERMS BT		346	295	194	123	64	10	10	10	10	76	133	319	1,589
5389121000	Fixed	\$0.4882/THERMS BT		891	749	612	388	203	79	82	82	129	341	518	806	4,879
5450490000	Fixed	\$0.4882/THERMS BT		513	569	128	179	171	59	10	55	96	147	367	354	2,648
				10,289	8,812	5,772	2,555	4,549	4,448	1,546	1,683	913	2,082	4,757	8,468	55,876

NOTE: NOTHING SET FORTH IN THIS CONFIRMATION SHALL BE BINDING ON DIRECT ENERGY UNLESS AND UNTIL THIS CONFIRMATION IS ACCEPTED OR DEEMED ACCEPTED IN ACCORDANCE WITH SECTION 2.2 OF THE AGREEMENT.

CUSTOMER: Wheaton Park District Administration Inc	DIRECT ENERGY SERVICES, LLC:
By: 	By:
Printed: Michael Benard	Printed:
Title: Executive Director	Title:
Date: May 20, 2013	Date:

**Letter of Limited Agency to Direct Energy Services, LLC
For Gas Retail Service ("Letter of Limited Agency")**

This Letter of Limited Agency is a part of the Agreement between Direct Energy Services, LLC ("Direct Energy") and _Wheaton Park District Administration Inc_ ("Customer") dated _05/20/2013_ (the "Agreement").

- Limited Agency Appointment** - Customer appoints Direct Energy as its exclusive limited agent for the transportation of natural gas to Customer's facilities ("Locations"). This limited agency appointment shall be effective for the duration of the Delivery Period (as defined in the Agreement) and prior to or after the Delivery Period as required to fulfill the terms of the Agreement. As limited agent, Direct Energy shall request, execute and administer all such agreements as Direct Energy deems necessary strictly for the acquisition and transportation of natural gas sold under the Agreement, without regard to natural gas prices or any other economic or financial consideration at that time of acquisition and transportation.
- Customer's Facilities ("Locations")**

Facility Name	Address	LDC Account Number	Gas Meter #
Wheaton Park District Administration Inc	855 W Prairie Ave #4 , Wheaton, IL 60187	0402035172	2940537
Wheaton Park District Administration Inc	1000 Manchester Rd , Wheaton, IL 60187	0460407175	3410125
Wheaton Park District Administration Inc	26w101 Butterfield Rd , Wheaton, IL 60187	1106501000	2897978
Wheaton Park District Administration Inc	616 Delles Rd , Wheaton, IL 60187	1812901000	2919113
Wheaton Park District Administration Inc	1777 S Blanchard St , Wheaton, IL 60187	2245590000	3164498
Wheaton Park District Administration Inc	26w151 Bulterfield , Wheaton, IL 60187	2478321000	2725685
Wheaton Park District Administration Inc	1300 N West , Wheaton, IL 60187	3774221000	2793764
Wheaton Park District Administration Inc	1950 Orchard Rd , Wheaton, IL 60187	4163602345	2191588
Wheaton Park District Administration Inc	208 W Union Ave , Wheaton, IL 60187	4920221000	2986213
Wheaton Park District Administration Inc	1 West St , Wheaton, IL 60187	5294221000	3839712
Wheaton Park District Administration Inc	102 E Wesley St , Wheaton, IL 60187	5389121000	2272233
Wheaton Park District Administration Inc	1356 N Gary Ave # R , Wheaton, IL 60187	5450490000	3075754

- This Letter of Limited Agency comprises an integral part of the Agreement and all terms and conditions set forth in the Agreement are incorporated by reference herein. By signing this Letter of Limited Agency, Customer authorizes Direct Energy to receive historical and on-going usage data from the Customer's LDC, including without limitation, natural gas consumption history, payment history, and current Maximum Daily Contract Quantity, Maximum Daily Nomination, Storage Banking Charge "SBS", and Firm Backup Service.

Wheaton Park District
Customer Name

Signature of Authorized Representative

Michael Bernard

Printed Name

Executive Director

Title

May 20, 2013

Date