



ENERGY PROCUREMENT ADVISORY AGREEMENT

This Energy Procurement Advisory Agreement ("Agreement") is entered into as of 3/20/15 between Wheaton Park Dist. with a principal place of business at 102 E. Wesley ("Client"), and TFS Energy Solutions, LLC d/b/a Tradition Energy, with its principal place of business at 680 Washington Boulevard, Stamford, CT 06901 ("Tradition"), and shall continue until either party tenders written or electronic notice to the authorized signatory below of cancellation.

Client hereby agrees to retain Tradition as its exclusive energy management and procurement advisor and authorizes Tradition to request billing history, invoices and contracts on its behalf from applicable third party energy suppliers.

Tradition agrees to perform energy management and/or procurement advisory services for Client, which shall include the following services:

- Data collection analysis and dissemination to third party energy management and/or commodity suppliers (which may include, but are not limited to, suppliers for electricity, natural gas, transportation fuel, RECs, and demand response services).
- Pricing and contractual review and assistance with negotiation of contract terms and conditions.
- Delivery of price discovery results of the sourcing effort and analysis and recommendations for energy contracts.
- Assistance with contract execution with third party energy suppliers.

Tradition's services are being provided through the U.S. Communities Government Purchasing Alliance, Contract No. 2013-069 for "Comprehensive Energy Consulting and Management Services." If Client enters into a third party energy supply agreement based on Tradition's engagement, Client shall also receive the following services:

- Ongoing market monitoring and intelligence throughout the life of the supply agreement.
- Access to Tradition's proprietary Energy Information Center (EIC) web portal.

Client understands that nothing contained in this Agreement obligates Client to pay Tradition for these services unless Client chooses to enter into an agreement directly with a third party energy supplier. In that event, Client understands that Tradition's fee will be included in the price the Client pays for energy on the bill received from the energy supplier or utility, as applicable.

TFS ENERGY SOLUTIONS, LLC:

By: [Signature]

Name: Bob Warren

Title: Director

Contact:

680 Washington Blvd

Stamford, CT 06901

Fax#: 203-967-0426

Email: bmdcdermott@traditionenergy.com

CLIENT: [Signature]

By: Wheaton Park District

Name: Michael J. Bernard

Title: Executive Director

Contact:

102 E. Wesley - Contact
Wheaton IL 60187

Billing

855 Prairie Ave
Wheaton IL 60187



This Transaction Confirmation Amendment constitutes the changes to the Electricity Transaction Confirmation dated 9/20/16, attached to this Amendment as Exhibit 1, executed between Wheaton Park District Administration Inc. and Direct Energy Business, LLC under the Commodity Master Agreement ("CMA") entered into and effective _____. To the extent there is inconsistency in terms, the documents will govern as follows: (1) this Transaction Confirmation Amendment (2) the Electricity Transaction Confirmation (3) any Amendment to the CMA and (4) the CMA.

1. The Special Provisions section is amended by inserting the following:

"For the Delivery Period under this Transaction Confirmation, Section 4 of the CMA is amended by deleting the second sentence and replacing it with the following: "Payment is due within thirty (30) days of the date of the invoice."

For the Delivery Period under this Transaction Confirmation, Section 8.A of the CMA is amended by deleting the definition of Material Usage Deviation and replacing it with the following: 'Material Usage Deviation' means a deviation in Buyer's Actual Quantity from Buyer's Contract Quantity of +/- 100%."

2. Buyer may request that Seller amend the Service Location(s) listed on Exhibit A of this Transaction Confirmation to add or to delete Service Location(s), without impact to the Purchase Price, provided that (i) such additions/deletions are made to either add new Service Location(s) or to delete existing Service Location(s) due to closures or transfers to unaffiliated third parties, and (ii) the net impact of such addition or deletion does not change Buyer's annual estimated Contract Quantities by more than ten percent (10%) for all Service Location(s), in the aggregate. If an addition results in an increase of more than ten percent (10%) in Buyer's annual estimated Contract Quantities, then the Purchase Price for such additional Contract Quantity shall be the then current market-based price for similar quantities of Commodity at the Delivery Point. If a deletion results in a decrease of more than ten percent (10%) in Buyer's annual estimated Contract Quantities, then Buyer will be responsible for any resulting Close-out Value, calculated pursuant to Section 12 of the CMA.

This Transaction Confirmation Amendment is governed under and construed in accordance with the governing law as indicated in the Agreement. This Amendment constitutes the entire agreement with respect to its subject matter and supersedes all prior oral and written communication with respect thereto. The remaining terms of the Transaction Confirmation are unchanged.

IN WITNESS WHEREOF the Parties have executed this Transaction Confirmation Amendment on the respective dates specified below with effect as of the latest date specified in the signatures below (the "Effective Date").

Buyer: Wheaton Park District Administration Inc.

Seller: Direct Energy Business, LLC

By: _____

By: _____

Name: Michael Benard

Name: _____

Title: Executive Director

Title: _____

Date: 9/20/16

Date: _____

Exhibit 1
[Transaction Confirmation]



Billing Contact Information
and Selection Form

Account / Customer Name: WHEATON PARK DISTRICT ADMINISTRATION (INC)

Your Name	MICHAEL BENARD
Your Phone	630-510-4945 x
Billing Information Address will be applied to all accounts on Agreement	(Exceptions: Please complete a separate form per account and list number)
Billing Contact Name	RITA TRAINOR
Billing Contact Phone	630-510-4955 x
Billing Contact Fax	
Billing Contact Email	RTRAINOR@WHEATONPARKS.ORG
Billing Company Name	WHEATON PARK DISTRICT
Billing Address 1	855 PRAIRIE
Billing Address 2	
Billing City , State	WHEATON IL
Zip + 4	60187

Please select, by initialing in the spaces provided below, those options to be applied to your billing accounts.



My accounts are Tax Exempt

Please provide current copy of a valid Tax Exemption Form when submitting this document to receive applicable tax exemption on your electricity invoices.

(Direct Energy can only apply exemptions if a completed form is provided)

Please aggregate my accounts onto one invoice (maximum 50 accounts per invoice)

(If more than 50 accounts are to be aggregated, accounts will be separated by meter read date)



Please check here if you would like to receive your contract electronically instead of in the mail.

Internal Use Only

Billing Address update required for ERM Accounts Yes ☐ No ☐

LDC Account to be used to identify account for Scanning

EXHIBIT A PRICING ATTACHMENT

**This Exhibit A is to the Transaction Confirmation dated September 20, 2016 between
DIRECT ENERGY BUSINESS LLC
and
WHEATON PARK DISTRICT ADMINISTRATION (INC)
for a term of 36 Months**

PJM_CI_FPXCap_25MAC_IL

Account Number	Service Location	Utility	Utility Rate Class	Zone	Capacity / Transmission Tags	*Estimated Meter Read Start Date	Purchase Price (cents / kWh)	Annual Historical Usage (kWh)
0534243000	1759 S Blanchard St (WHEATON PK)	Commonwealth Edison	R75	PJM_WEST	565.5 / 553.5	05/14/2018	4.641	2,501,151
1785163109	1000 Manchester (Wheaton Park District)	Commonwealth Edison	R73	PJM_WEST	39.1 / 39.1	05/16/2018	4.641	170,663
0581101000	26W151 Butterfield Rd, Orchard Rd Gate Milton TWP. AGC Clubh (Wheaton Park District)	Commonwealth Edison	R73	PJM_WEST	0.0 / 0.0	05/15/2018	4.641	4,691
8843216006	102 E Wesley St (Wheaton Park District)	Commonwealth Edison	R73	PJM_WEST	42.1 / 41.8	05/10/2018	4.641	173,571
8519798002	On250 Gary (Wheaton Park District)	Commonwealth Edison	R74	PJM_WEST	64.9 / 64.9	05/17/2018	4.641	371,045
6414622009	26w151 Butterfield (Wheaton Park District)	Commonwealth Edison	R73	PJM_WEST	368.5 / 357.2	05/15/2018	4.641	1,397,794
7928415004	NS Wexford 1 E Creekside, Hurley (Wheaton Park District)	Commonwealth Edison	R72	PJM_WEST	2.2 / 2.2	05/15/2018	4.641	3,626
7123061000	100 N NAPERVILLE RD (Wheaton Park District)	Commonwealth Edison	R73	PJM_WEST	5.5 / 4.8	05/11/2018	4.641	25,775
6414387023	1900 Orchard Rd, Toohey Park (Wheaton Park District)	Commonwealth Edison	R73	PJM_WEST	16.8 / 17.1	05/15/2018	4.641	68,267
0220031032	1748 S Naperville Rd (Wheaton Park District)	Commonwealth Edison	R73	PJM_WEST	0.3 / 0.3	05/01/2018	4.641	1,939

8351595007	ES West 2N Prairie, Northside Pool (Wheaton Park District)	Commonwealth Edison	R73	PJM_WEST	59.4 / 37.5	05/17/2018	4.641	120,644
8351586008	1 W West St SH, Northside ShlTr (Wheaton Park District)	Commonwealth Edison	R73	PJM_WEST	2.5 / 2.4	05/17/2018	4.641	8,794
8679427008	1754 SevenGables Dr, Seven (Wheaton Park District)	Commonwealth Edison	R72	PJM_WEST	4.4 / 4.4	05/15/2018	4.641	10,668
8351597001	WS West 2N Prairie, Northside (Wheaton Park District)	Commonwealth Edison	R73	PJM_WEST	3.0 / 3.1	05/17/2018	4.641	8,754
2115116037	OS062 Evans Ave Lite, Bike Path. (Wheaton Park District)	Commonwealth Edison	R72	PJM_WEST	2.3 / 2.2	05/17/2018	4.641	16,163
7592636002	616 Delles Rd. Rathje Park (Wheaton Park District)	Commonwealth Edison	R73	PJM_WEST	4.7 / 4.6	05/16/2018	4.641	20,586
8351594000	1417 N West St, 1N Prairie, GrI (Wheaton Park District)	Commonwealth Edison	R72	PJM_WEST	0.4 / 0.4	05/17/2018	4.641	3,532
8843417003	208 W UNION AVE (Wheaton Park District)	Commonwealth Edison	R73	PJM_WEST	7.8 / 7.9	05/10/2018	4.641	29,970
6414619002	26W101 Butterfield Rd (PREMISE)	Commonwealth Edison	B70	PJM_WEST	3.8 / 3.4	05/15/2018	4.641	6,079
6219071053	500 S NAPERVILLE RD (PREMISE)	Commonwealth Edison	R74	PJM_WEST	68.2 / 55.2	05/11/2018	4.641	529,870
8603078055	855 West Prairie Ave. (PREMISE)	Commonwealth Edison	R73	PJM_WEST	43.2 / 42.1	05/17/2018	4.641	179,751
2423026020	1300 N West St, Northside Park (PREMISE)	Commonwealth Edison	R82	PJM_WEST	0.0 / 0.0	05/17/2018	4.641	33,208
7203024021	Lite RT/23, 15W West o SPark Rd (Wheaton Park District)	Commonwealth Edison	R81	PJM_WEST	0.0 / 0.0	05/24/2018	4.641	35,643
8843562003	ES WHEATON, 1 N KARLSKOGA (Wheaton Park District)	Commonwealth Edison	R73	PJM_WEST	1.2 / 1.2	05/10/2018	4.641	3,649
6703043016	o NE Herrick Dr. Amburst Ave. C L (Wheaton Park District)	Commonwealth Edison	R73	PJM_WEST	3.9 / 3.8	05/18/2018	4.641	7,778

8351596004	ES West 3N Prairie, Boy Scout (Wheaton Park District)	Commonwealth Edison	R72	PJM_WEST	1.1 / 1.1	05/17/2018	4.641	4,387
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*The Estimated Meter Read Start Date is merely an approximation based upon Seller's best estimation as to when the service will begin and may not reflect the actual start date. Seller shall not be liable for any lost savings or lost opportunity relating to this estimation.

**This Exhibit is based on a Weighted Average Price.
Any strikeouts of any of the accounts provided
with a Weighted Average Price will render pricing
for the accounts assigned with a Weighted
Average Price null and void.**

Accepted and Agreed to:

By:  Date: 9/20/16

Date: September 20, 2016	Product Code: PJM_CL_FPXCap_25MAC_IL
	DIRECT ENERGY BUSINESS, LLC 1001 Liberty Avenue Pittsburgh, PA 15222 Phone: 1-888-925-9115 www.directenergy.com

CUSTOMER INFORMATION

Customer Name: WHEATON PARK DISTRICT ADMINISTRATION (INC)	Billing Contact: Andrea Chiappetta
Contact Name: Mike Benard	Billing Address: 102 E Wesley St
Address: 102 E WESLEY ST, WHEATON, IL 601875321	Wheaton, IL 60187
Telephone: (630) 510-4945	Telephone: 630-510-4953
Fax:	Fax:
Email: mbenard@wheatonparks.org	

ELECTRICITY TRANSACTION CONFIRMATION - ILLINOIS FIXED, EXCLUDING CAPACITY (PJM)

This Transaction Confirmation confirms the terms of the Electricity Transaction entered into between Direct Energy Business, LLC ("Seller"), and the customer above ("Buyer" or "Customer") pursuant to the terms of the Commodity Master Agreement between Customer and Seller and/or Seller's affiliate Direct Energy Business Marketing, LLC, d/b/a Direct Energy Business dated _____, _____, as may be amended. If the referenced Commodity Master Agreement is between Customer and Direct Energy Business Marketing, LLC, d/b/a Direct Energy Business, Customer and Seller agree that this Transaction Confirmation shall be governed by and incorporate the terms of such Commodity Master Agreement. The Exhibit A for the Purchase Price described below is attached to, and is made a part of, this Transaction Confirmation. The Purchase Price excludes Utility distribution charges and Taxes that are or may be the responsibility of Customer. Customer's execution and submission of this Transaction Confirmation, including Exhibit A hereto, to Seller shall constitute an offer from Customer to Seller to purchase the Commodity on the terms set forth in the Commodity Master Agreement. This Transaction Confirmation shall become effective only upon (i) execution by Customer of this Transaction Confirmation, including Exhibit A, and Commodity Master Agreement; and (ii) the earlier of execution of the Commodity Master Agreement and this Transaction Confirmation by Seller or written confirmation by Seller of its acceptance of the Transaction Confirmation to Customer.	
Delivery Period:	For each Service Location, the first meter read date will be on or after: <u>May 01, 2018</u> and will continue for a term of <u>36 Months</u> Seller will request the Utility to enroll Customer on the first meter read date in the first month of the Delivery Period as defined by the Utility. The service start date hereunder will be the date that the Utility enrolls Customer for Seller's services. Seller shall not be liable for any lost savings or lost opportunity as a result of a delay in service commencement due to actions or inactions of the Utility. Upon the expiration of the Delivery Period, this Transaction shall continue for successive one month terms (collectively the "Renewal Term") until either Party notifies the other Party in writing of its intention to terminate, at least 15 days prior to the end of the Delivery Period or 15 days prior to the end of each successive month Renewal Term. The termination date shall be the next effective drop date permitted by the Utility. All terms of the Agreement will remain in effect through the termination date as set by the applicable Utility. During the Renewal Term, the Purchase Price for each successive month Renewal Term will be the then market-based price for similar quantities of Commodity at the Delivery Point, including all Taxes, costs, charges or fees which are set forth herein, unless otherwise agreed to in writing by the Parties.
Delivery Point:	The Delivery Point shall be the point(s) where Commodity is delivered to the Utility. The Utility is specified on Exhibit A.
Contract Quantity:	Customer and Seller agree that the Contract Quantity purchased and received means a positive volume up to or greater than the estimated quantities listed on the Exhibit A, provided, that for purposes of determining whether a Material Usage Deviation has occurred and for purposes of calculating Contract Quantities remaining to be delivered under Section 12 of the Agreement, Contract Quantity shall be determined by reference to the historical monthly usage for such Service Locations.
Tax Exemption Status:	[☐] Non-Exempt [☒] Exempt If exempt, must attach certificate.
Purchase Price:	The Purchase Price per kWh to be paid by Buyer for the services provided hereunder during the Delivery Period of this Transaction Confirmation shall be that set forth on the Exhibit A. The Purchase Price includes applicable costs for Commodity; Ancillary Services; losses; the Illinois Energy Efficiency Fund Fee; any applicable network integration transmission service (NITS) charges, including Regional Transmission Expansion Planning ("RTEP"); applicable Renewable Portfolio Standard ("RPS") charges; any Reliability Must Run ("RMR") charges and the Services fee. Capacity (as mandated by the PJM OATT and Operating Agreement, or as modified by PJM or approved by FERC) is not included in the Purchase Price and shall be passed through to the Buyer in addition to the Purchase Price.
Bill type:	Dual/Supplier Consolidated

Definitions:	"Ancillary Services" means wholesale commodity services and products required to facilitate delivery of Commodity to the Utility. "Capacity" means the Capacity obligations met through the provisions of the PJM Reliability Assurance Agreement (RAA). "Exhibit A" refers to the list of Service Locations attached to this Transaction Confirmation, which list specifies the Service Locations covered under the scope of this Transaction Confirmation for PowerPortfolio, Day-Ahead and other index products. For fixed price products, it refers to the pricing attachment to this Transaction Confirmation that sets forth (together with this Transaction Confirmation) the Purchase Price applicable to, and the Service Locations covered by, this Transaction Confirmation. "PJM" means the Pennsylvania New Jersey Maryland Interconnection, L.L.C. "Regional Transmission Expansion Planning" (RTEP) PJM's comprehensive annual process that examines the three (3) interrelated components of electric power system reliability: load, generation, and transmission. "Reliability Must Run" (RMR) is a unit that must run for operational or reliability reasons, regardless of economic considerations. Also called reliability agreement. "Renewable Portfolio Standard (RPS)" is a regulation that requires the increased production of energy from renewable energy sources. "Services Fee" is the fee for the services provided by Seller to meet the Service Locations' load requirements, which is included in the Purchase Price to be paid by Buyer.
Special Provisions:	1. Change in Utility Account Numbers: The account number for a Service Location shall be the Utility Account Number set forth in the Service Locations attached in the Exhibit A, or any replacement account number issued by the Utility from time to time. 2. Third Party Charges: Customer acknowledges that any costs assessed by the Utility or any third party as a result of Customer's switch to or from Seller, including but not limited to switching costs, are not included in the Purchase Price and shall be the responsibility of the Customer. 3. Buyer and Seller acknowledge that Seller does not intend to serve customers whose aggregate usage per Utility service area is less than 15,000 kWh's per year. Accordingly, Buyer represents and warrants that electrical usage, in aggregate, at all of Buyer's Service Locations within Utility's service area exceeds 15,000 kWh per year. Upon request Seller, Buyer shall provide evidence sufficient to prove that Buyer's usage within Utility's service area exceeds 15,000 kWh per year. If, at any time, usage at Buyer's locations within a Utility's service areas is in fact less than 15,000 kWh per year, Buyer is in material breach of this Agreement and Seller reserves the right to terminate this Agreement at any time without prior notice or opportunity to cure. Buyer waives the requirements contained in 220 ILCS 5/16-115A (e) applicable to small commercial retail customers, which are defined by statute as "nonresidential retail customers ... consuming 15,000 [kWh] or less of electricity annually in [the Utility's service area]." 4. Buyer will receive from Seller a monthly invoice following its meter read date for services provided under this Agreement as well as for the Utility delivery service charges, unless Seller is unable to provide a single bill option due to any circumstances, including, but not limited to, a billing method switch for Service Location(s) that is initiated by the Utility (in such cases, Buyer will receive separate bills for Seller's charges (as set forth in Section 4 of the Agreement) and for the Utility's charges until such time that the single bill option arrangement is available through Seller and approved by the Utility for the Service Location(s).

BUYER: WHEATON PARK DISTRICT ADMINISTRATION (INC) By:  Name: <u>Michael Benard</u> Title: <u>Executive Director</u> Date: <u>9/20/16</u>	SELLER: Direct Energy Business, LLC By: _____ Name: _____ Title: _____ Date: _____
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Illinois Department of Revenue

Office of Local Government Services
Sales Tax Exemption Section, 3-520
101 W. Jefferson Street
Springfield, IL 62702
217 782-8881

January 2, 2015

WHEATON PARK DISTRICT
TREASURER
102 E WESLEY STREET
WHEATON IL 60187

Effective January 1, 2015, we have renewed your governmental exemption from payment of the Retailers' Occupation Tax, the Service Occupation Tax (both state and local), the Use Tax, and the Service Use Tax, as required by Illinois law.

We have issued the following new tax exemption identification number:

E9997-3936-07
to
WHEATON PARK DISTRICT
of
WHEATON, IL

The terms and conditions governing use of your exemption number remain unchanged.

Office of Local Government Services
Illinois Department of Revenue



This Commodity Master Agreement ("CMA") among Direct Energy Business, LLC, Direct Energy Business Marketing, LLC d/b/a Direct Energy Business, (collectively "Seller"), each a Delaware limited liability company, and WHEATON PARK DISTRICT ADMINISTRATION (INC) ("Buyer" or "Customer"), (each a "Party" and collectively, the "Parties") is entered into and effective as of September 20, 2016

1. Transactions: The terms of this CMA apply to all end-use sales of electric power ("Electricity") and/or natural gas ("Gas") as applicable (each a "Commodity" and collectively, the "Commodities"), by the applicable Seller party to Buyer (each sale a "Transaction") which will be memorialized in a writing signed by both Parties (each a "Transaction Confirmation"). Each Transaction Confirmation shall set forth the Seller party providing service to Customer for such Transaction. If a conflict arises between the terms of this CMA and a Transaction Confirmation, the Transaction Confirmation will control with respect to that particular Transaction. This CMA, any amendments to this CMA and related Transaction Confirmation(s) (together, a single integrated, "Agreement") is the entire understanding between Parties with respect to the Commodities and supersedes all other communication and prior writings with respect thereto; no oral statements are effective.

2. Performance: The Parties' obligations under this Agreement are firm. Buyer is obligated to purchase and receive, and Seller is obligated to sell and provide, the Contract Quantity of Commodity specified in a Transaction Confirmation in accordance with the terms of this Agreement. Buyer will only use the Commodity at the listed Service Locations in the applicable Transaction Confirmation and will not resell the Commodity or use it at other locations without Seller's prior written consent.

3. Purchase Price: Buyer will pay the Purchase Price stated in each Transaction Confirmation. If the Purchase Price incorporates an index and the index is not announced or published on any day for any reason or if the Seller reasonably determines that a material change in the formula for or the method of determining the Purchase Price has occurred, then the Parties will use a commercially reasonable replacement price that is calculated by the Seller. If Seller concludes that a change in any Law(s) increases Seller's costs, the Purchase Price may be adjusted by Seller to reflect such costs. "Law(s)" mean all tariffs, laws, orders, rules, decisions, taxes, regulations, transmission rates, and Utility changes to Buyer's monthly capacity and/or transmission obligations.

4. Billing and Payment: Seller will invoice Buyer for the Actual Quantity of Commodity and for any other amounts incurred by Buyer under this Agreement. Payment is due within fifteen (15) days of the date of the invoice. If an invoice is issued and the Actual Quantity cannot be verified by the time, the invoice will be based on Seller's good faith estimate of the Actual Quantity. Seller will adjust Buyer's account following (i) confirmation of the Actual Quantity, (ii) any Utility discrepancy or adjustment or (iii) any other corrections or adjustments, including adjustments to, or re-calculation of, Taxes. Buyer will pay interest on late payments at 1.5% per month or, if lower, the maximum rate permitted by law ("Interest Rate"). Buyer is also responsible for all costs and fees, including reasonable attorney's fees, incurred in collecting payment. "Actual Quantity" means the actual quantity of Commodity that is either delivered or metered, as applicable, to Buyer's account. "Utility" means a state regulated entity engaged in the distribution of Gas or Electricity.

5. Taxes: Buyer is responsible for paying any Taxes associated with the Actual Quantity of Commodity sold under this Agreement that may become due at and after the Delivery Point. The Purchase Price does not include Taxes that are or may be the responsibility of the Buyer, unless such inclusion is required by Law. Buyer will reimburse Seller for any Taxes that Seller is required to collect and pay on Buyer's behalf and will indemnify, defend and hold Seller harmless from any liability against all Buyer's Taxes. Buyer will furnish Seller with any necessary documentation showing its exemption from Taxes, if applicable, and Buyer will be liable for any Taxes assessed against Seller because of Buyer's failure to timely provide or properly complete any such documentation. "Taxes" means all applicable federal, state and local taxes, including any associated penalties and interest and any new taxes imposed in the future during the term of this Agreement. Liabilities imposed in this Section will survive the termination of this Agreement.

6. Disputes: If either Party in good faith disputes amounts owed under Sections 3, 4, 5 and 8, the disputing Party will contact the non-disputing Party promptly and pay the undisputed amount by the payment due date. The Parties will negotiate in good faith regarding such dispute for a period of not more than fifteen (15) Business Days. In the event the Parties are unable to resolve such dispute, the disputing Party will pay the balance of the original invoice and either Party may exercise any remedy available to it in law or equity pursuant to this Agreement. In the event of a dispute other than

for an invoiced amount, the Parties will use their best efforts to resolve the dispute promptly. Actions taken by a Party exercising its contractual rights will not be construed as a dispute for purposes of this Section. "Business Day" means any day on which banks are open for commercial business in New York, New York; any reference to "day(s)" means calendar days.

7. Title and Risk of Loss: Title to, possession of and risk of loss to the Commodity will pass to Buyer at the Delivery Point specified in the applicable Transaction Confirmation.

8. Buyer's Usage Obligations:

A. Material Usage Deviation If there is a Material Usage Deviation, Buyer will be responsible for the losses and costs, including the costs of obtaining and/or liquidating the applicable volume, based upon the difference between the applicable Contract Quantity and Actual Quantity. Buyer will pay the amount of such losses and costs to Seller within fifteen (15) Business Days of Seller's invoice. "Material Usage Deviation" means any deviation in Actual Quantity at the Service Location(s) stated in the related Transaction Confirmation from Contract Quantity (or, as applicable, estimated Contract Quantities) stated in that Transaction Confirmation of +/- 25% or more, which is not caused by weather.

B. Balancing Charges: For Transactions involving the purchase and sale of Gas only, Buyer will be responsible for Balancing Charges unless Prior Notice of a material variation in usage is provided to Seller and actual usage is consistent with that Prior Notice. "Balancing Charges" means Utility fees, costs or charges and penalties assessed for failure to satisfy the Utility's balancing and/or nomination requirements. "Prior Notice" is defined as forty-eight (48) hours before the start of the Gas Day for which the material variation in usage will apply. "Gas Day" means a period of 24 consecutive hours as defined by the Utility. Buyer will make any payment due pursuant to this Section within five (5) Business Days of the date of Seller's invoice.

C. Curtailments: For Transactions involving the purchase and Sale of Gas only, if Buyer is directed by its Utility to curtail its usage, in whole or in part, Buyer will curtail as directed. If Buyer fails to curtail as directed, Buyer will pay or reimburse Seller for all Balancing Charges assessed by the Utility. Payment by Buyer of any Balancing Charges will be due within five (5) Business Days of the date of Seller's invoice.

9. Force Majeure: A Party claiming Force Majeure will be excused from its obligations under Section 2 as long as it provides prompt notice of the Force Majeure and uses due diligence to remove its cause and resume performance as promptly as reasonably possible. During a Force Majeure, Buyer will not be excused from its responsibility for Balancing Charges nor from its responsibility to pay for Commodity received. "Force Majeure" means a material, unavoidable occurrence beyond a Party's control, and does not include inability to pay, an increase or decrease in Taxes or the cost of Commodity, the economic hardships of a Party, or the full or partial closure of Buyer's facilities, unless such closure itself is due to Force Majeure.

10. Financial Responsibility: Seller's entry into this Agreement and each Transaction is conditioned on Buyer, its parent, any guarantor or any successor maintaining its creditworthiness during the Delivery Period and any Renewal Term. When Seller has reasonable grounds for insecurity regarding Buyer's ability or willingness to perform all of its outstanding obligations under any agreement between the Parties, Seller may require Buyer to provide adequate assurance, which may include, in the Seller's discretion, security in the form of cash deposits, prepayments, letters of credit or other guaranty of payment or performance ("Credit Assurance").

11. Default: "Default" means: (i) failure of either Party to make payment by the applicable due date and the payment is not made within three (3) Business Days of a written demand; (ii) failure of Buyer to provide Credit Assurance within two (2) Business Days of Seller's demand; (iii) either Party, its parent or guarantor, becomes Bankrupt or fails to pay its debts generally as they become due; or (iv) failure of either Party to satisfy any representations and warranties applicable to it contained in Section 13A or 13B and the failure is not cured within fifteen (15) Business Days of a written demand, provided that no cure period or demand for cure applies to a breach of Section 13A(c). "Bankrupt" means an entity (a) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or commenced against it, (b) makes an assignment or any general arrangement for the benefit of creditors, (c) otherwise becomes bankrupt or insolvent, however evidenced, (d) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets, (e) has a secured party take possession of all or any substantial portion of its assets or (f) is dissolved or has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger).

12. Remedies: In the event of a Default, the non-defaulting Party may: (i) withhold any payments or suspend performance; (ii) upon written notice, provided that no notice is required with respect to Section 11(iii) or a breach of Section 13A(c), accelerate any or all amounts owing between the Parties and terminate any or all Transactions and/or this Agreement; (iii) calculate a settlement amount by calculating all amounts due to Seller for Actual Quantity and the Close-out Value for each Transaction being terminated; and/or (iv) net or aggregate, as appropriate, all settlement amounts and all other amounts owing between the Parties and their affiliates under this Agreement and other energy-related agreements between them and their affiliates, whether or not then due and whether or not subject to any contingencies, plus costs incurred, into one single amount ("Net Settlement Amount"). Any Net Settlement Amount due from the defaulting Party to the non-defaulting Party will be paid within three (3) Business Days of written notice from the

non-defaulting Party. Interest on any unpaid portion of the Net Settlement Amount will accrue daily at the Interest Rate. "Close-out Value" is the sum of (a) the amount due to the non-defaulting Party regarding the Contract Quantities (or, as applicable, estimated Contract Quantities) remaining to be delivered as stated in the applicable Transaction Confirmation(s) during the Delivery Period or, if applicable, the current Renewal Term, calculated by determining the difference between the Purchase Price and the Market Price for such quantities; and (b) without duplication, any net losses or costs incurred by the non-defaulting Party for terminating the Transaction(s), including costs of obtaining, maintaining and/or liquidating commercially reasonable hedges, Balancing Charges and/or transaction costs. "Market Price" means the price for similar quantities of Commodity at the Delivery Point during the Delivery Period or Renewal Term, as applicable. For purposes of determining Close-out Value, (i) Market Price will be determined by the non-defaulting Party in good faith as of a date and time as close as reasonably practical to the date and time of termination or liquidation of the applicable Transaction(s), and (ii) Market Price may be ascertained through reference to quotations provided by recognized energy brokers or dealers, market indices, bona-fide offers from third-parties, or by reference to commercially reasonable forward pricing valuations. The Parties agree that the Close-out Value constitutes a reasonable approximation of damages, and is not a penalty or punitive in any respect. Seller may, but need not, physically liquidate a Transaction or enter into a replacement transaction to determine Close-out Value or Net Settlement Amount. The defaulting Party is responsible for all costs and fees incurred for collection of Net Settlement Amount, including, reasonable attorney's fees and expert witness fees.

13. Representations and Warranties: Each of the following are deemed to be repeated each time a Transaction is entered into:

A. Each Party represents that: (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 to this Agreement; (b) the execution of this Agreement is within its powers, has been duly authorized and does 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; and (c) it is not Bankrupt.

B. Buyer represents and warrants that: (a) it is not a residential customer; (b) it will immediately notify Seller of any change in its ownership; (c) execution of this Agreement initiates enrollment and service for the Delivery Period and any Renewal Term; (d) no communication, written or oral, received from the Seller will be deemed to be an assurance or guarantee as to any results expected from this Agreement; (e) if it is executing this Agreement in its capacity as an agent, such Party represents and warrants that it has the authority to bind the principal to all the provisions contained herein and agrees to provide documentation of such agency relationship, and (f) (i) it will provide, to Seller, information reasonably required to substantiate its usage requirements, including information regarding its business, locations, meter/account numbers, historical/projected usage, time of use, hours of operation, utility rate classes, agreements, schedules, which in substantial part form the basis for the calculation of charges for the transactions hereunder; (ii) acceptance of this Agreement constitutes an authorization for release of such usage information; (iii) it will assist Seller in taking all actions necessary to effectuate Transactions, including, if requested, executing an authorization form permitting Seller to obtain its usage information from third parties; and (iv) the usage information provided is true and accurate as of the date furnished and as of the effective date of the Agreement.

C. Each Party acknowledges that: (a) this Agreement is a forward contract and a master netting agreement as defined in the United States Bankruptcy Code ("Code"); (b) this Agreement shall not be construed as creating an association, trust, partnership, or joint venture in any way between the Parties, nor as creating any relationship between the Parties other than that of independent contractors for the sale and purchase of Commodity; (c) Seller is not a "utility" as defined in the Code; (d) Commodity supply will be provided by Seller under this Agreement, but delivery will be provided by the Buyer's Utility; and (e) Buyer's Utility, and not Seller, is responsible for responding to leaks or emergencies should they occur.

14. Other:

(a) This Agreement, and any dispute arising hereunder, is governed by the law of the state in which the Service Locations are located, without regard to any conflict of rules doctrine. (b) Each Party waives its right to a jury trial regarding any litigation arising from this Agreement. (c) No delay or failure by a Party to exercise any right or remedy to which it may become entitled under this Agreement will constitute a waiver of that right or remedy. (d) Seller warrants that (i) it has good title to Commodity delivered, (ii) it has the right to sell the Commodity, and (iii) the Commodity will be free from all royalties, liens, encumbrances, and claims. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, ARE DISCLAIMED. (e) Buyer will be responsible for and indemnify Seller against all losses, costs and expenses, including court costs and reasonable attorney's fees, arising out of claims for personal injury, including death, or property damage from the Commodity or other charges which attach after title passes to Buyer. Seller will be responsible for and indemnify Buyer against any losses, costs and expenses, including court costs and reasonable attorneys' fees, arising out of claims of title, personal injury, including death, or property damage from the Commodity or other charges which attach before title passes to Buyer. (f) NEITHER PARTY WILL BE LIABLE TO THE OTHER UNDER THE AGREEMENT FOR CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES, LOST PROFITS OR SPECIFIC PERFORMANCE, EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT. (g) All notices and waivers will be made in writing and may be delivered by hand delivery, first class mail (postage prepaid), overnight courier service or by facsimile and will be effective upon receipt; provided, however, that any termination notice may only be sent by hand or by overnight courier service, and, if sent to Seller, a copy delivered to:

Direct Energy Business, Attn: Customer Services Manager, 1001 Liberty Avenue, Pittsburgh, PA 15222, Pittsburgh, PA 15222; Phone: (888) 925-9115; Fax: (866) 421-0257; Email: CustomerRelations@directenergy.com. (h) If Buyer and Direct Energy Business Marketing, LLC entered into Commodity transactions prior to the execution of this Agreement ("Existing Transactions"), the Parties agree that these Existing Transactions shall be Transactions governed under the terms of this Agreement. This Agreement supersedes and replaces any other agreement that may have applied to the Existing Transactions. Note that this subsection (i) shall not apply to any Commodity transactions or agreements entered into between Buyer and Direct Energy Business, LLC (i) No amendment to this Agreement will be enforceable unless reduced to writing and executed by both Parties. (j) Seller may assign this Agreement without Buyer's consent. Buyer may not assign this Agreement without Seller's consent; which consent will not be unreasonably withheld. In addition, Seller may pledge, encumber, or assign this Agreement or the accounts, revenues, or proceeds of this Agreement in connection with any financing or other financial arrangements without Buyer's consent; in which case Seller shall not be discharged from its obligations to Buyer under this Agreement. (k) This Agreement may be executed in separate counterparts by the Parties, including by facsimile, each of which when executed and delivered shall be an original, but all of which shall constitute one and the same instrument. (l) Any capitalized terms not defined in this CMA are defined in the Transaction Confirmation or shall have the meaning set forth in the applicable Utility rules, tariffs or other governmental regulations, or if such term is not defined therein then it shall have the well-known and generally accepted technical or trade meanings customarily attributed to it in the natural gas or electricity generation industries, as applicable. (m) The headings used in this Agreement are for convenience of reference only and are not to affect the construction of or to be taken into consideration in interpreting this Agreement. (n) Any executed copy of this Agreement and other related documents may be digitally copied, photocopied, or stored on computer tapes and disks ("Imaged Agreement"). The Imaged Agreement will be admissible in any judicial, arbitration, mediation or administrative proceedings between the Parties in accordance with the applicable rules of evidence; provided that neither Party will object to the admissibility of the Imaged Agreement on the basis that such were not originated or maintained in documentary form. (o) Where multiple parties are Party to this Agreement with Seller and are represented by the same agent, it is agreed that this Agreement will constitute a separate agreement with each such Party, as if each such Party had executed a separate Agreement, and that no such Party shall have any liability under this document for the obligations of any other Parties. (p) This CMA may be terminated by either Party upon at least thirty (30) days' prior written notice; provided, however, that this CMA will remain in effect with respect to Transactions entered into prior to the effective date of the termination until both Parties have fulfilled all of their obligations with respect to the outstanding Transactions. (q) Buyer will not disclose the terms of this Agreement, without prior written consent of the Seller, to any third party, other than Buyer's employees, affiliates, agents, auditors and counsel who are bound by substantially similar confidentiality obligations, trading exchanges, governmental authorities, courts, adjudicatory proceedings, pricing indices, and credit ratings agencies; provided that if Buyer receives a demand for disclosure pursuant to court order or other proceeding, it will first notify Seller, to the extent practicable, before making the disclosure.

IN WITNESS WHEREOF, this CMA is entered into and effective as of the date written above.

**BUYER: WHEATON PARK DISTRICT
ADMINISTRATION (INC)**

By: 

Print Name:

Michael Benard

Title:

Executive Director

Date:

9/20/14

SELLER: DIRECT ENERGY BUSINESS, LLC

Direct Energy Business Marketing, LLC

By: _____

Print Name: _____

Title: _____

Date: _____