

**MANAGED PORTFOLIO SERVICES RIDER - ILLINOIS
(NICOR GAS)**

This Managed Portfolio Services Rider - Illinois ("Managed Portfolio Rider") is effective July 1, 2017, ("Managed Portfolio Rider Effective Date"), is made a part of the natural gas agreement entered into on April 18, 2017 ("Master Natural Gas Agreement") between Constellation NewEnergy – Gas Division, LLC ("CNEG") and Wheaton Park District ("Customer"), and is subject to all of the provisions, terms and conditions of the Master Natural Gas Agreement. Capitalized terms used herein but not defined will have the meanings ascribed to them in the Master Natural Gas Agreement. In the event of a conflict between a TC (if any), this Managed Portfolio Rider and the Master Natural Gas Agreement, the terms of the documents shall govern in the order presented in this sentence.

1. **SERVICES.** CNEG will establish a portfolio of services to manage Customer's nominations, purchases and storage based upon Customer's elections with respect to storage management and risk mitigation methods. Customer will provide and Customer will pay for the Managed Portfolio Services set forth below (collectively, the "Services").

a. Account Management

CNEG will designate an Account Manager to provide Managed Portfolio Services. The Account Manager will serve as the Customer's point of contact and manage the relationship between CNEG and the Customer. CNEG will provide Customer with a username and password to access CNEG's secured web-based portal, and CNEG will make available to Customer market, regulatory, and legislative information, in addition to information on products and services, including periodic webinars and conferences. Customer will appoint CNEG as Customer's agent with the utility to receive Customer usage and account information, make utility rate and tariff selections, and manage storage accounts, where applicable, for the accounts identified on Attachment A. If telemetry is indicated on the Attachment A, Customer agrees it must maintain (and if applicable install) a telephone line to Customer's meter(s). As a convenience to Customer, CNEG may arrange for telemetry service and/or repairs and Customer agrees it is responsible for these costs.

b. Storage Programs

On Attachment A, Customer will indicate its selection of either the Storage Release Program or the Managed Storage Program for each account. The terms and conditions of each program are as follows:

i) *Storage Release Program.* Customer will release its storage capacity to CNEG in accordance with the applicable utility tariff. If Customer has gas stored at the commencement of the Storage Release Program, CNEG will purchase gas stored by Customer at the prevailing market price. CNEG will invoice Customer based on actual gas consumed plus the utility's lost and unaccounted for gas factor. Customer will not inject or withdrawal from storage. Customer agrees to maintain its annual utility storage capacity election at 31 days or more. The Storage Release Program is available only to accounts on telemetered rates in the CNEG pool. If an account no longer meets the requirements of a telemetered rate, the account shall be moved to the Managed Storage Program.

OR

ii) *Managed Storage Program.* The Managed Storage Program is a 'pay as delivered', actively managed storage program. CNEG will maintain Customer's storage balance between 8% and 92% of storage capacity, which is Customer's Operational Storage Capacity ("OSC"). CNEG will use commercially reasonable effort to follow the selected injection and withdrawal plan, if any, indicated on the Attachment A.

To the extent that the flow date does not start on April 1 or November 1, the applicable Storage Injection Plan or Storage Withdrawal Plan shall be adjusted pro rata based upon the remaining period from the flow date to the end of the injection or withdrawal season; provided, however injections or withdrawals must meet the requirements of the Utility tariff.

CNEG and Customer acknowledge that the Contract Quantity is based on estimates of use for the current month and the succeeding month, and may be modified by Customer. These factors and others may impact achievement of the planned results of the Managed Storage Program.

c. Delivery

Customer's Contract Quantity will be established prior to the delivery month and is the greater of (a) the quantity of gas with an agreed upon fixed price and (b) a quantity reasonably determined by CNEG to meet Customer's expected use and/or storage objectives. Customer may specify a Contract Quantity provided such modification is provided in writing by the ninth (9th) to last business day of the month preceding delivery by emailing amgasil@constellation.com.

The Contract Price will apply to Customer's Contract Quantity, which will be delivered Firm to the Utility citygate identified for each Facility on Attachment A. The Contract Price will be comprised of a combination of transactions memorialized on a written TC, if any, and the CNEG Pool Gas Price. The Contract Price does not include the cost of local distribution or other utility imposed charges that are billed to the Customer by the utility and directly paid by Customer to the utility unless otherwise agreed upon in writing. The Contract Price does not include utility bulletin board charges or utility pooling fees, where applicable, which are billed to Customer as a separate monthly line item by CNEG. "CNEG Pool Gas Price" means a combination of the spot commodity cost of gas as determined by CNEG in its reasonable discretion, all related interstate pipeline charges required to deliver gas to the Utility city gate, the cost of the Services described herein, plus a reasonable market based margin.

Variations in Customer's usage above or below the Contract Quantity in any month will be injected into or withdrawn from Customer's storage where applicable, or charged or credited at the market price unless indicated in the Attachment A. "Forward Month Index" means the index price in NGI's Bidweek Survey, published by Natural Gas Intelligence for the delivery month following delivery, under the column titled 'avg', for volumes delivered to 'Chicago Citygate'. "Gas Daily daily index at the time of purchase" means the applicable midpoint price published in Platt's Gas Daily Daily Price Survey for the day of flow when CNEG purchases or sells gas to accommodate variations in use. Notwithstanding the foregoing, the quantity of gas purchased and received by Customer may be adjusted during the delivery month at the Market Price when OFO mandates are enforced by the transporter/utility as set forth in its tariff.

2. TERM, TERMINATION. The initial term of this Rider will commence upon the Managed Portfolio Rider Effective Date and will continue through the Initial Term End Date indicated in the Attachment A (the "**Initial Term**"). This Rider will be extended and renewed for additional one (1) month periods automatically, unless terminated by either Party upon thirty (30) days written notice to the other party delivered to each party's respective notice address prior to the annual renewal date. For the avoidance of doubt, Customer acknowledges and agrees that CNEG is performing the Services as an adjunct to the provision of Gas under the Master Natural Gas Agreement, and as such if either party has the right to terminate all or a portion of the Master Natural Gas Agreement in regard to the provision of such Gas, that shall be a basis to terminate this Rider as well. Upon termination of the Master Natural Gas Agreement and provided Customer was a Storage Release Program participant, CNEG may credit Customer with gas and charge Customer a Market Price for gas credited. CNEG shall have no obligation to continue to provide Services if CNEG is no longer supplying Gas to Customer under the Master Natural Gas Agreement.

3. IMPLEMENTATION OF RECOMMENDATIONS. Customer acknowledges and agrees that no guarantees are made or implied with respect to any information or recommendations delivered pursuant to the Services. All decisions in connection with the Services are made by and are the sole responsibility of Customer, and CNEG is entitled to rely on the decisions and approvals made by Customer. CNEG is not acting in the capacity of a fiduciary, broker-dealer, or investment advisor of securities or commodities (including natural gas). Customer acknowledges that CNEG is not in the business of giving, and does not offer legal or tax advice. Customer acknowledges that the price it may ultimately pay for Gas may not be as favorable as the prices Customer might otherwise have paid had Customer made different decisions due to a variety of factors, including without limitation market fluctuations, changes to energy use, and/or other uncontrollable or unanticipated causes.

This Managed Portfolio Rider shall not be binding or enforceable against CNEG unless and until signed by an authorized representative of CNEG. This Rider may be executed by facsimile and in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

(SIGNATURES FOLLOW ATTACHMENT A)

**ATTACHMENT A TO THE MANAGED PORTFOLIO SERVICES RIDER - ILLINOIS
(NICOR GAS)**

This Attachment A to the Managed Portfolio Services Rider, effective as of July 1, 2017 is attached to and forms a part of the Managed Portfolio Rider between CNEG and Wheaton Park District ("Customer"), dated April 18, 2017.

With respect to the Managed Storage Program, the available Injection and Withdrawal plans are described in the first table below.


Managed Storage Injection Plan	Managed Storage Withdrawal Plan
Flat In : 1/7 th of Customer's OSC is planned for injection each month (Apr – Oct).	Bell Out : 15%, 20%, 30%, 20%, 15% of available OSC is planned for withdrawal each month Nov – Mar respectively.
Front Loaded : 20% of Customer's OSC is planned for injection Apr – Jun and 10% Jul – Oct.	Front Out : 25%, 25%, 25%, 15%, 10% of available OSC is planned for withdrawal each month Nov – Mar respectively.
Back Loaded : 10% of Customer's OSC is planned for injection Apr – Jul and 20% Aug – Oct.	Flat Out : 20% of available OSC balance is planned for withdrawal each month Nov – Mar respectively.
Hands On : A planned injection volume or set delivery volume will be determined each month by Customer by the ninth (9 th) to last business day of the month preceding the delivery month. In the event such election is not timely made, CNEG shall elect the volume to inject and Customer shall be deemed to have accepted the same.	Hands On : A planned withdrawal volume or set delivery volume will be determined each month by Customer by the ninth (9 th) to last business day of the month preceding the delivery month. In the event such election is not timely made, CNEG shall elect the volume to withdraw and Customer shall be deemed to have accepted the same.

The Managed Portfolio Rider and the identified Storage Program (and Injection/Withdrawal plan, if applicable) applies to the facilities noted below for the term July 1, 2017 through June 30, 2019 ("Initial Term End Date").

Facility location	Utility / Transporter	Telemetry	Utility Account Number	CNEG Account ID	Method of pricing variations in usage	Storage Program selection with Capacity Election or Injection/ Withdrawal Plan
1777 S BLANCHARD ST, WHEATON, IL	NICOR	Yes	7718490000	RG-79118	Forward Month Index plus \$0.10 per dekatherm and minus \$0.10 per dekatherm	Storage Release
26 W 151 BUTTERFIELD RD, WHEATON, IL	NICOR	Yes	2400503855	RG-79119	Forward Month Index plus \$0.10 per dekatherm and minus \$0.10 per dekatherm	Storage Release

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS DOCUMENT THROUGH THEIR DULY AUTHORIZED REPRESENTATIVES.

CNEG

Sign and Print Name:  Daniel Marks
Director, Retail Gas Operations
Print Title: _____

CUSTOMER

Sign and Print Name:  Michael J. Benard
Print Title: Executive Director