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Indicative Pricing Report

The Indicative Pricing Sheet provides representative volumes, parameters and dates as shown, and is **NON-BINDING** and on either party **Except** as specified.

Date of Indicative Pricing Sheet : 04/20/2017

Customer Legal Name : Wheaton Park District

Customer Id : RG-79118

Site Name : Wheaton Park District Blanchard Wheaton IL

Delivery Period : see table below

Nature of obligation : Firm

Product : Fixed Price Physical

Term & Contract Quantity :

Contract Month	Year 2017		Year 2018		Year 2019		Year 2020	
	Price	Fixed Volume (MMBTU)	Price	Fixed Volume (MMBTU)	Price	Fixed Volume (MMBTU)	Price	Fixed Volume (MMBTU)
January			\$3.0500	2,234	\$3.0500	2,234	\$3.0500	2,234
February			\$3.0500	2,238	\$3.0500	2,238	\$3.0500	2,238
March			\$3.0500	1,623	\$3.0500	1,623	\$3.0500	1,623
April			\$3.0500	911	\$3.0500	911	\$3.0500	911
May			\$3.0500	1,550	\$3.0500	1,550	\$3.0500	1,550
June			\$3.0500	1,757	\$3.0500	1,757	\$3.0500	1,757
July	\$3.0500	859	\$3.0500	859	\$3.0500	859		
August	\$3.0500	759	\$3.0500	759	\$3.0500	759		
September	\$3.0500	367	\$3.0500	367	\$3.0500	367		
October	\$3.0500	654	\$3.0500	654	\$3.0500	654		
November	\$3.0500	1,137	\$3.0500	1,137	\$3.0500	1,137		
December	\$3.0500	1,967	\$3.0500	1,967	\$3.0500	1,967		

US\$ Rounded to four decimal places
Plus applicable taxes


Price : Per MMBtu price/10 = per THERM price
Volume : 1 MMBTU = 10 Therms

The Price referenced herein is not inclusive of fuel.

Pipeline : NGPL
Delivery Point(s)/Utility : NGPL: NICOR

This Indicative Pricing Sheet is **NON-BINDING** on either party **EXCEPT**, if (a) Constellation receives a retail natural gas base supply agreement and all applicable riders fully executed by Customer and acceptable to Constellation in its discretion within three (3) days of the date of this indicative pricing sheet, and (b) Constellation can in its discretion provide pricing that matches the volumes, parameters and dates shown above, then Customer agrees that the term of this Indicative Pricing Sheet will automatically and without further action become binding on Customer in which case Customer will receive a Transaction Confirmation evidencing the terms of the deal. If either (a) or (b) is not met for whatever reason, a refreshed estimated price will be provided which may vary from the original estimate.

Customer Legal Name: Wheaton Park District

By: 
Printed Name: Michael J. Berard
Title: Executive Director

original

MASTER RETAIL NATURAL GAS SUPPLY AGREEMENT

This Master Retail Natural Gas Supply Agreement ("**Master Agreement**") is entered into as of April 18, 2017 ("**Effective Date**") by and between Wheaton Park District ("**Customer**") and Constellation NewEnergy – Gas Division, LLC ("**CNEG**"). CNEG and Customer are sometimes referred to individually as a "**Party**" and collectively as the "**Parties**."

This Master Agreement sets forth the general terms and conditions governing transactions for the purchase and sale of natural gas and related products and services (each a "**Transaction**") to one or more of Customer's accounts or facilities (each a "**Facility**") as agreed to from time to time. Each Transaction may be evidenced by a transaction confirmation (each a "**TC**"). The Parties may further agree to implement certain strategies or related services, the specifics of which will be set forth in a rider executed by the Parties (each a "**Rider**"). Each TC and Rider shall constitute part of and shall be subject to this Master Agreement. This Master Agreement and each TC and Rider shall constitute a single integrated agreement between the Parties (collectively referred to as the "**Agreement**"). In the event of a conflict between (i) a TC, (ii) a Rider, (iii) the terms and conditions of this Master Agreement, and (iv) any oral agreement of the Parties as to a Transaction, the terms shall govern in the priority listed in this sentence.

The Parties intend that they are legally bound by the terms of each Transaction from the moment each Party agrees to those terms, whether (i) via electronic transmission, (ii) written record, or (iii) orally. Nothing in this Agreement obligates either Party to enter into a Transaction at any time. Any applicable requirement that a Transaction be "in writing" and "signed" shall be deemed to have been satisfied by this Master Agreement, by the Parties' signatures below and their express agreement to these procedures. CNEG shall have the exclusive right to confirm any Transaction by sending Customer a written TC, substantially in the form attached hereto as Exhibit A or otherwise, by facsimile, e-mail or other means. Notwithstanding any provision to the contrary in this Master Agreement, failure to send a TC shall not invalidate a Transaction agreed to by the Parties. If CNEG sends a TC and Customer fails to object in writing to any term in the TC within two (2) Business Days, the TC shall constitute the definitive written expression of the Transaction. "**Business Day**" means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday and shall open at 8:00 a.m. and close at 5:00 p.m. Eastern Prevailing Time.

1. CNEG and Customer Obligations.

Natural Gas Supply. CNEG shall sell and supply, and Customer shall purchase and receive, the Contract Quantity for each Facility identified in a TC or Rider. "**Contract Quantity**" means the quantity of gas to be delivered and received pursuant to a TC. Such deliveries and receipts of natural gas shall be on a Firm, Secondary Firm or Interruptible basis, or otherwise as described in a TC. "**Firm**" means deliveries and receipts may not be interrupted without liability except for reasons of Force Majeure. "**Secondary Firm**" means deliveries and receipts will be on a best-efforts basis up to Customer's maximum daily quantity and performance may be interrupted without liability to the extent that one or more of the following conditions are present: (i) Force Majeure; (ii) curtailment by the local distribution company owning and/or controlling and maintaining the distribution system required for delivery of gas to the Facility(ies) (the "**Utility**"); (iii) curtailment of supply by a natural gas supplier; (iv) curtailment of storage by a storage provider; (v) curtailment of transportation by a gas gathering or pipeline company, or Utility (each a "**Transporter**"), transporting gas for CNEG or Customer downstream or upstream of the Delivery Point(s), including, but not limited to, transportation between secondary firm points; (vi) recall of transportation capacity release by its releaser; or (vii) curtailment of gas production behind a specific meter. "**Interruptible**" means deliveries and receipts may be interrupted at any time for any reason except for Customer's obligation to take and pay for gas it nominates and CNEG's obligation to honor the price set forth in the TC. The terms of any Transaction between CNEG and Customer shall be as set forth on the applicable TC, but CNEG will procure gas from its suppliers on terms CNEG deems appropriate. CNEG holds title to the gas and has the sole responsibility to deliver, or cause to be delivered, the natural gas to the applicable Delivery Point. Title shall pass to Customer at the Delivery Point and Customer shall have the sole responsibility for transporting the gas from the Delivery Point. "**Delivery Point**" means the city gate interconnection between the Utility and the upstream Transporter or such other delivery point(s) as are agreed in a TC. However, to the extent that Customer owned transportation capacity is used to deliver natural gas to the Customer, the Delivery Point shall be the receipt point of such capacity.

Failure to Deliver or Receive. The sole and exclusive remedy of the Parties in the event of a breach of an obligation to deliver or receive gas shall be the following: (a) If CNEG fails to deliver gas (other than Interruptible) for a reason other than Customer's breach, CNEG shall pay Customer the "**Replacement Cost**," which is the amount Customer actually pays to replace the undelivered Contract Quantity less the amount Customer would have paid under this Agreement for such Contract Quantity. (b) If Customer fails to receive gas (other than Interruptible) for a reason other than CNEG's breach, Customer shall pay CNEG the "**Revenue Loss**," which is the amount that CNEG would have received for the sale of the unreceived Contract Quantity pursuant to this Agreement less (i) the amount actually received by CNEG in an alternate sale, plus any incremental costs, or (ii) if no alternate sale takes place, the amount CNEG would have received by reselling such Contract Quantity at spot market prices at or near the Delivery Point(s), as determined by CNEG in a commercially reasonable manner. CNEG and Customer shall exercise commercially reasonable efforts to mitigate any Revenue Loss or Replacement Cost, respectively. If the calculation of the Replacement Cost or Revenue Loss results in a negative number, then the amount shall be deemed to equal zero.

Nominations. The Parties shall coordinate nomination activities, giving sufficient time to meet the deadlines of the affected Transporter(s). If Customer or the Utility fails to provide CNEG with a usage nomination for any month in a timely manner, CNEG (i) may establish a nomination for such month in a commercially reasonable manner based on Customer's historical usage data available to CNEG, and (ii) shall have the right to use and rely on such nomination unless notified otherwise by Customer or the Utility. If a Party becomes aware that actual deliveries are greater or lesser than the quantity of gas confirmed by a Transporter for movement, transportation or management, the Party shall promptly notify the other Party. Usage nominations may be made orally, in writing, by facsimile or by electronic means.

Imbalances. The Parties shall use commercially reasonable efforts to avoid imposition of any fees, penalties, cash-outs, costs or charges (in cash or in kind) assessed by a Transporter for failure to satisfy balancing and/or nomination requirements ("**Imbalance Charges**"). If either Party receives an invoice from a Transporter that includes Imbalance Charges, the Parties shall determine the validity and cause of such Imbalance Charges. The Party causing the imposition of the Imbalance Charges will be responsible to pay such Imbalance Charges.

Transporter Restrictions. If either Party receives an operational flow order or any other usage or operating instructions, restrictions or similar notice (each an "**OFO**") from a Transporter requiring action to be taken in connection with the flow and/or consumption of gas covered by this Agreement, such party will use commercially reasonable efforts to notify the other party of such event in a timely manner. Such notice may be given by electronic means. Each Party will take all commercially reasonable actions required by the OFO within the time prescribed. If OFO penalties, charges, fees, costs or expenses result from the actions or inactions of one Party, then such Party shall be solely responsible for any such penalties, charges, fees, costs or expenses. Both parties agree that OFOs may require one or both parties to buy or sell gas quantities in the then-current market conditions, which may

be appreciably higher or lower than the original pricing. If CNEG is responsible for nominations and balancing on a Transporter imposing an OFO or similar restriction, CNEG may (but is not required to) increase or decrease nominations, as appropriate, to avoid penalties.

- 2. Term of Master Agreement.** The term of this Master Agreement will commence on the Effective Date and, unless terminated earlier as provided in this Master Agreement, will continue until terminated by either Party upon thirty (30) days prior written notice to the other Party; provided any TC or Rider will continue to be governed by this Master Agreement until the TC or Rider has been separately terminated or expired.

Term of TC. Each TC or Rider shall set forth the applicable "**Delivery Period**" or term during which deliveries of natural gas are to be made and/or services are to be provided. CNEG shall not be liable for any failure to enroll or drop a Facility by any applicable start and end date(s) set forth in the TC or Rider due to circumstances beyond its control

- 3. Information and Authorization.** Customer hereby authorizes CNEG to take such actions CNEG deems necessary to enroll each Facility with the Utility and to be served by CNEG and to otherwise meet CNEG's obligations under the Agreement, including executing on Customer's behalf any documents necessary to effectuate any Facility enrollment or election, undertaking the management of any storage or transportation capacity allocated to Customer by the Utility or other transporters, disposing of storage balances, adding or deleting Facility(ies) as necessary, receiving usage nominations from the Utility relating to Customer's natural gas requirements, and other similar documents. Customer's signature on this Master Agreement constitutes Customer's written authorization for CNEG to obtain from time to time from the applicable Utility all current and historical natural gas billing, usage data and other related information. Customer shall take any actions, execute any documents and shall provide to CNEG any information as CNEG may reasonably require.

4. Billing and Payment.

Billing. Customer will be billed for natural gas usage and related products and services supplied under the Agreement in one of the following ways based on availability and eligibility of each Facility, which may change from time to time: (a) Dual Billing: Customer will receive two invoices, one from CNEG for the natural gas supply and one from the Utility for the amounts payable by Customer for services provided by the Utility ("**Delivery Charges**"); (b) CNEG Consolidated Billing: Customer will receive one invoice from CNEG that includes both the natural gas supply charges and the Delivery Charges. In the case of CNEG Consolidated Billing, Customer agrees that (i) Customer remains exclusively liable to the Utility for all Delivery Charges, (ii) CNEG has no obligation to review Delivery Charges for accuracy, (iii) should Customer dispute Delivery Charges, that is a matter for Customer and the Utility to resolve without any involvement or obligation on the part of CNEG, and (iv) CNEG may withhold any payments due to the Utility if Customer fails to pay CNEG invoices in accordance with this Master Agreement.

Taxes. Customer shall pay all federal, state, municipal and local taxes, duties, fees, levies, premiums or other charges imposed by any governmental authority, directly or indirectly, on or with respect to the natural gas and related products and services provided under the Agreement, including without limitation any production, severance or ad valorem taxes, and including any taxes enacted after the Effective Date (collectively, "**Taxes**"). The term "**Taxes**" shall include any amounts imposed on Customer directly or on CNEG in its function as Customer's supplier, and that are associated with the supply of gas to Customer (in which case the Customer shall be responsible to reimburse CNEG for such amounts). If Customer is exempt from any Taxes, Customer shall provide CNEG with any state and/or local exemption certificate prior to the issue date of Customer's first invoice. All Taxes invoiced to Customer under this Agreement will be included on the invoice or in the applicable fixed price as allowed by Law.

Estimates. CNEG's ability to invoice Customer is dependent on the Transporter's ability to furnish CNEG with all necessary information, including Customer's metered usage. When there is a delay in receiving information from the Transporter, CNEG will, to the extent necessary, estimate charges and credits for a billing period and reconcile such estimates against actual charges and credits in a future invoice(s). Each invoice is also subject to adjustment for errors in arithmetic, computation, meter readings or other errors. Interest shall not accrue on such adjustments.

Payment. All amounts set forth in an invoice are payable to the Party issuing the invoice and will include, in addition to the natural gas supply charges, Delivery Charges, and Taxes, all other amounts related to the purchase and delivery of natural gas. CNEG's invoices will be sent to Customer in accordance with CNEG's normal billing cycle, as adjusted from time to time. CNEG's invoices are due and payable on the forty-fifth (45th) day after the date of invoice or such other date as set forth in a Rider (the "**Payment Date**") without offset or reduction of any kind, to the address set forth on the invoice. Invoices not paid on or before the Payment Date will accrue interest daily on outstanding amounts from the Payment Date until paid in full, at the lesser of 1.5% per month or the highest rate permitted by law.

Pricing Structures. "**Contract Price**" means the price for gas as set forth in the applicable TC or Rider. To the extent (a) there are beginning of the month nominated volumes where the price is not fixed, (b) a Facility requires additional natural gas quantities in excess of the nominated or fixed quantities set forth in a TC or Rider, or (c) a Facility continues to receive natural gas from CNEG beyond the Delivery Period (where such deliveries will be considered month to month), all such natural gas will be priced at Market Price unless otherwise set forth in a TC or Rider. "**Market Price**" means a price comprised of (i) the spot commodity cost of gas as determined by CNEG in its reasonable discretion, (ii) all related interstate and intrastate pipeline charges required to deliver gas to the Delivery Point, and (iii) a reasonable market based margin. Market Price does not include any applicable Utility charges, including but not limited to Utility or pipeline balancing charges, unless otherwise agreed upon.

Market Disruption. If the Contract Price is based in whole or in part upon a specified index and a Market Disruption Event occurs on a day on which the relevant source published or was to publish the relevant price, then the Parties shall negotiate in good faith to agree on an alternative method of determining the Contract Price. A "**Market Disruption Event**" is any one of the following: (a) failure of the specified index to announce or publish information necessary for determining the Contract Price; (b) the failure of trading to commence or the permanent discontinuation or material suspension of trading in the relevant options contract or commodity on the exchange or market acting as the specified index; (c) the temporary or permanent discontinuance or unavailability of the index; (d) the temporary or permanent closing of any exchange acting as the specified index; or (e) a material change in the formula for or the method of determining the relevant price component.

Price Locks. Unless otherwise set forth in a TC or a Rider, Customer can request to lock in the commodity price for any month(s) at any time during the Delivery Period, prior to 12:00 p.m. EST/EDT on the final day of NYMEX last day settlement for each applicable delivery month. Commodity purchase/sale prices exclude pipeline and Utility distribution charges. Customer also has the right to lock basis at a fixed price and at predetermined volumes. Basis includes interstate and intrastate pipeline transportation but does not include the commodity cost or the Delivery Charges.

- 5. Adequate Assurance.** If CNEG has reasonable grounds: (i) to believe that Customer's creditworthiness has become unsatisfactory; or (ii) for insecurity with respect to Customer's performance under the Agreement, CNEG may demand, in writing, adequate assurance of future performance from Customer in a form, in an amount, from an issuer, and for a term, all as reasonably satisfactory to CNEG ("**Adequate Assurance**"). To satisfy a demand, Customer shall provide Adequate Assurance to CNEG within three (3) Business Days of the date of the written demand. If at any time CNEG requires Customer to prepay for gas, then (i) CNEG shall be under no obligation to deliver gas if Customer fails to pay any prepayment by its due date,

and (ii) in the event the aggregate cost of any quantities of gas required by Customer in a month in excess of the scheduled nominated quantities exceeds \$15,000.00, Customer shall pay CNEG the aggregate cost of such quantities within three (3) Business Days of CNEG's request for payment.

6. Event of Default. An "Event of Default" means any one of the following: (a) Customer's failure to make, when due, any payment required under the Agreement if not paid within five (5) Business Days (or such longer period required by applicable law) following written notice to Customer that a payment is past due; (b) any representation or warranty made by a Party in the Agreement is false or misleading in any material respect when made or ceases to remain true in all material respects during the term of the Agreement, if not cured within five (5) Business Days after written notice from the other Party; (c) Customer fails to provide the Adequate Assurance as provided in this Agreement; (d) the failure by a Party to perform any material obligation set forth in this Agreement (other than the events that are otherwise specifically covered as a separate Event of Default hereunder or a failure to deliver or receive gas) which is not cured within five (5) Business Days after receipt of written notice thereof; or (e) a Party: (i) makes an assignment or any general arrangement for the benefit of creditors; (ii) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed for it or any substantial portion of its property or assets (iii) 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 for the protection of creditors, or has such petition filed against it; (iv) otherwise becomes bankrupt or insolvent (however evidenced); (v) is unable to pay its debts as they fall due; or (vi) is dissolved (other than pursuant to a consolidation, amalgamation or merger).

7. Remedies Upon Event of Default. If an Event of Default occurs with respect to a Party (the "Defaulting Party"), the other Party (the "Non-Defaulting Party") may, in its discretion, at any time, (i) withhold any payments or suspend any deliveries hereunder and/or (ii) terminate the Agreement in whole or solely with respect to those Facility(ies) adversely affected by such Event of Default, upon written notice to the Defaulting Party setting forth the effective date of termination (the "Early Termination Date"). The Early Termination Date for any Facility located in New Jersey shall be no less than thirty (30) calendar days from the date of written notice of termination. Further, if Customer is the Defaulting Party, then CNEG may, without waiving any rights or remedies it may have, to the extent applicable, remove Customer from CNEG's managed balancing and/or storage pools and/or apply any storage balance at prevailing market prices as an offset against the amount owed to CNEG by Customer. If this Agreement is terminated, the Non-Defaulting Party will in good faith calculate a termination payment as set forth below and the owing Party shall pay such amount within three (3) Business Days of receipt of notice of the amount due. The Parties acknowledge and agree that any termination payment under the Agreement constitutes a reasonable approximation of harm or loss, and is not a penalty or punitive in any respect. The remedies under this Section 7 are the sole and exclusive remedies of the Non-Defaulting Party with respect to the occurrence of any Event of Default.

As of the Early Termination Date, the Non-Defaulting Party shall determine: (i) the difference between the Contract Value and the Market Value, such that the difference shall be due to the Customer if the Market Value exceeds the Contract Value and to CNEG if the opposite is the case; (ii) the Non-Defaulting Party's Costs; and (iii) the amount owed (whether or not then due) by each Party with respect to all gas delivered and received. The Non-Defaulting Party shall net or aggregate, as appropriate, any and all amounts owing between the Parties under this Section, so that all such amounts are netted or aggregated to a single liquidated amount payable by one Party to the other.

"Costs" means, with respect to the Non-Defaulting Party, brokerage fees, commissions and other similar transaction costs and expenses reasonably incurred by such Party as a result of the Event of Default. The "Contract Value" shall be the Contract Price multiplied by the amount of gas, as determined by the Non-Defaulting Party, that would have been delivered under each terminated Rider or TC, had it not been terminated early (the "Terminated Volumes"). The "Market Value" shall be the amount, as of the Early Termination Date, a third party would pay for the Terminated Volumes at the Delivery Point(s) at current market prices. The Non-Defaulting Party may determine the Market Value of a terminated transaction by reference to information either available to it internally or supplied by one or more third parties including, without limitation, any or all of the settlement prices of NYMEX gas futures contracts, quotations from leading dealers, energy swap agreements or physical gas trading markets, similar sales or purchases, and any other bona fide offers from either third parties or affiliates of the Party, all as commercially available to the Party and adjusted for the length of the term and differences in transportation costs and other factors, as the Party reasonably determines. The Non-Defaulting Party shall not be required to enter into a replacement transaction in order to determine or be entitled to a termination payment.

8. Change in Law. CNEG may pass through or allocate, as the case may be, to Customer any increase or decrease in CNEG's costs related to the natural gas and related products and services sold to Customer that results from the implementation of new, or changes (including changes to transportation rates) to existing, Laws, or other requirements or changes in administration or interpretation of Laws or other requirements. "Law" means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, Transporter business practices or protocol, Transporter tariff, or rule of any commission or agency with jurisdiction in the state in which the Facility(ies) is located. Such adjusted amounts will be included in subsequent invoices to Customer.

9. Representations and Warranties. Each Party warrants and represents to the other (now and deemed repeated by each Party on each date on which a TC or Rider is executed or deemed accepted) that: (i) it is duly organized, validly operating and in good standing under the laws of the jurisdiction of its formation; (ii) it is authorized and qualified to do business in the jurisdictions necessary to perform under the Agreement; (iii) execution, delivery and performance of the Agreement are duly authorized and do not violate any governing documents or any of its contracts or any applicable Law; (iv) there is no material event(s) or agreement(s) which would impair that Party's right, authority or ability to execute the Agreement and otherwise perform under the Agreement; and (v) it has the knowledge and experience to evaluate the merits and risks associated with the Agreement.

Furthermore, Customer warrants, represents and covenants that: (i) the data given and representations made concerning its Facility(ies) are true and correct; (ii) it is entering into this Agreement to purchase its natural gas requirements only and not for speculative or resale purposes; and that the natural gas purchased under this Agreement will be consumed at the Facility(ies); (iii) it is the party of record of the Facility(ies), or if it is not the party of record, it has the authority to enter into and bind its principal to the Agreement; (iv) if any Transaction hereunder gives Customer the right to adjust the Contract Quantity, or to require CNEG to provide some other quantity of gas, Customer's election to exercise such right is based predominantly on supply and demand factors related to Customer's business; and (v) if Customer is a Governmental Entity, it will not claim immunity on grounds of sovereignty or similar grounds from enforcement of the Agreement. If it is a Governmental Entity, Customer covenants to obtain all necessary budgetary approvals, appropriations and funding for all of its obligations under this Agreement, the failure of which shall not be an excuse for Governmental Entity's performance or failure to perform hereunder and upon request will provide proof of such authority. "Governmental Entity" means a municipality, county, governmental board, governmental department, commission, agency, bureau, administrative body, joint action agency, court or other similar political subdivision (including public school districts or special purpose district or authority), or public entity or instrumentality of the United States or one state.

10. Force Majeure. Notwithstanding any other provision of this Agreement, where a Party is unable to carry out any obligation under the Agreement due to a Force Majeure event (other than a payment obligation, which will not be excused for Force Majeure), the Agreement will remain in effect but such obligation will be suspended for the period necessary as a result of the Force Majeure, provided that: (i) the Claiming Party gives the other Party, as soon as possible, written notice describing the particulars of the Force Majeure; (ii) the suspension of performance is of no greater scope and of no longer duration than is required by the Force Majeure; and (iii) the Claiming Party uses commercially reasonable efforts to remedy its inability to perform.

"Force Majeure" means an event that is not within the reasonable control of the Party claiming Force Majeure ("**Claiming Party**"), and that by the exercise of due diligence, the Claiming Party is unable to overcome the event in a commercially reasonable manner, and such event will not be deemed a breach or default under the Agreement. Force Majeure includes, but is not limited to, acts of God; fire; war; terrorism; flood; earthquake; civil disturbance; sabotage; facility failure; strike; curtailment, disruption or interruption of supply by a supplier or distribution or transportation by a Transporter (including without limitation as the result of an OFO); declaration of emergency by a Transporter(s); regulatory, administrative, or legislative action, or action or restraint by court order or governmental authority; or any act or omission of a third party not under the control of the Claiming Party (including without limitation the Utility).

11. **Indemnification.** Before title passes to Customer at the Delivery Point CNEG shall, and after title passes at the Delivery Point Customer shall, defend, indemnify and hold harmless the other Party and all its affiliates, and all of their respective officers, directors, shareholders, associates, employees, agents, representatives, successors and assigns, from and against all claims, losses, expenses (including reasonable attorneys' fees and court costs), damages, demands, judgments, causes of action or suits of any kind, including but not limited to, claims for personal injury, death, or property damage, to the extent arising out of or related to this Agreement ("**Claims**").
12. **Limitation of liability.** NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT TO THE CONTRARY, THE ENTIRE LIABILITY OF EACH PARTY FOR ANY AND ALL CLAIMS WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, SUBJECT IN ALL CASES TO AN AFFIRMATIVE OBLIGATION ON THE PART OF EACH PARTY TO MITIGATE ITS DAMAGES, AND NEITHER PARTY WILL BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS NOT CONTEMPLATED BY THE TERMINATION CALCULATION IN SECTION 7 ABOVE. Customer acknowledges and agrees that the Utility is exclusively responsible for the gas distribution and delivery system, that CNEG has no independent control over the Utility's systems and will have no liability for any of the Utility's acts or omissions.
13. **DISCLAIMER.** CUSTOMER ACKNOWLEDGES AND AGREES THAT NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED, OR STATUTORY, IS GIVEN OR INTENDED TO ARISE OUT OF THIS AGREEMENT EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, AND CNEG SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.
14. **Waiver and Severability.** Failure to provide notice of, or object to, any default under this Agreement will not operate or be construed as a waiver of any future default, whether like or different in character. If any portion of this Agreement, or application thereof to any person or circumstance, is held legally invalid, the remainder will not be affected and will be valid and enforced to the fullest extent permitted by law and equity, and there will be deemed substituted for the invalid provisions such provisions as will most nearly carry out the mutual intent of the Parties as expressed in this Agreement to the fullest extent permitted by applicable Law; provided, however, that this severability provision will not be applicable if any provision of Sections 6 and 7 of this Master Agreement (or any definition or provision in this Agreement to the extent it relates to, or is used in connection with, such sections) is held invalid or unenforceable.
15. **Assignment.** Customer may assign all its rights and obligations under this Agreement; provided (a) it gives CNEG forty-five (45) days prior written notice of its intent to do so; (b) the assignee satisfies in full CNEG's credit requirements; (c) the assignee assumes in writing all of Customer's obligations under the Agreement; and (d) Customer continues to be liable for performance, including payment for goods and services received, prior to the assignment date. CNEG may assign, sell, pledge, transfer, or encumber any of its rights and obligations under this Agreement or the accounts, revenues, or proceeds hereof to: (a) a bank, insurer or other financial institution; or (b) any person or entity (i) succeeding to all or substantially all of CNEG's assets or business or the division or region of CNEG to which this Agreement relates or (ii) into which CNEG is merged or otherwise combined or reorganized; provided (with respect to this clause (b)) the succeeding entity agrees to be bound to the Agreement; or (c) any affiliate of CNEG.
16. **Confidentiality.** Each Party agrees to keep all terms and provisions of this Agreement and all communication provided in connection with this Agreement, including the pricing offered to Customer, confidential to the extent not otherwise publicly available and not to disclose them to any third parties without the prior written consent of the other Party, except as necessary to perform its obligations under this Agreement or as otherwise required by Law. Each Party may disclose such information to its affiliates and to its affiliates' employees, agents, advisors, and on a need to know basis, to its independent contractors, provided each such recipient agrees to hold such information in the strictest confidence. CNEG may disclose information respecting Customer to third parties that are representing Customer in the purchase of gas or related services. Furthermore, CNEG may make such other disclosures to third parties of information, including aggregate consumption data, provided they are in a manner that cannot be reasonably expected to specifically identify Customer. If disclosure of confidential information is sought through a court, or a state or federal regulatory agency or other legal compulsion, the Party receiving such request will notify the other Party immediately to afford it the opportunity to oppose such disclosure via a protective order or other relief as may be available and will provide reasonable support.
17. **Choice of Law, Venue, Attorney Fees and Expenses.** This Agreement will be governed and interpreted in accordance with the laws of the State of New York, without giving effect to conflict of law principles. TO THE EXTENT ALLOWED BY APPLICABLE LAW, EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. If either Party pursues court action to enforce its rights under this Agreement, the non-prevailing Party shall promptly reimburse the prevailing Party for all its reasonable attorney fees, expenses and costs.
18. **Miscellaneous.** The Agreement embodies the Parties' entire agreement and understanding and may not be contradicted by any prior or contemporaneous oral or written agreement. Notwithstanding any provision to the contrary in a prior agreement, the Parties agree that this Master Agreement shall supersede and replace all prior written and oral agreements or arrangements between the Parties with respect to the purchase and sale of gas and related services and that all transactions under any such prior agreement(s) are, as of the Effective Date, now governed solely by the terms of this Master Agreement and shall be Transactions hereunder and a part of the single integrated agreement between the Parties. A facsimile or e-mailed copy of either Party's signature will be considered an original for all purposes under this Agreement, and each Party will provide its original signature upon request. No purchase order, or any amendment or edit to this Agreement, will be valid or given any effect unless signed by both Parties or expressly contained in a TC deemed accepted pursuant to the procedures set forth herein. The applicable provisions of this Agreement will continue in effect after termination or expiration hereof to the extent necessary, including but not limited to providing for final billing, billing adjustments and payments, limitations of liability, the forum and manner of dispute resolution, and with respect to any indemnification obligations under the Agreement. The section headings used in this Master Agreement are for reference purposes only and will in no way affect the meaning of the provisions of the Master Agreement. The Parties acknowledge that any document generated by the Parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and such imaged documents may be introduced as evidence in any proceeding as if such were original business records and neither Party shall contest their admissibility as evidence in any proceeding. The rights, powers, remedies

Agreement are cumulative and not exclusive of any rights, powers, remedies and privileges provided by Law. CNEG shall have the right to set-off and net against any amounts owed to it under the Agreement, including without limitation any early termination payment, any amounts owed by CNEG to Customer under the Agreement or any other agreement between the Parties, including without limitation any Adequate Assurance. Except for Section 11 above, no third party will have any rights under this Agreement whatsoever and Customer will be fully responsible for any compensation owing any third party representing Customer in connection with this Agreement and will indemnify, defend and hold harmless CNEG from all related Claims. To the extent Customer is represented by a broker, agent, association or other third party (collectively, "**Broker**"), Customer acknowledges and understands that: (i) CNEG may be making a payment to Broker in connection with Broker's efforts to facilitate Customer and CNEG entering into a Transaction; (ii) unless otherwise noted, the Contract Price reflects the fee, if any, paid to Broker, and (iii) Broker is acting on Customer's behalf as Customer's representative and is not a representative or agent of CNEG. Customer further authorizes CNEG to utilize Customer's name for publicity and marketing purposes.

19. Affirmation; Acknowledgements. Customer affirms that it has read this Agreement in its entirety and it agrees to the terms and conditions contained herein. Any ambiguity or question of intent or interpretation under this Agreement will be construed as if drafted jointly by the Parties, and no presumption or burden of proof will arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of this Agreement. The Parties acknowledge and agree that: (i) CNEG is an independent contractor under this Agreement and except as otherwise explicitly provided in this Agreement, neither Party has the authority to execute documents that purport to bind the other, and nothing in this Agreement will be construed to constitute a joint venture, fiduciary relationship, partnership or other joint undertaking; (ii) TCs and Riders entered into hereunder will constitute "forward contracts" and/or "swap agreements" under the U.S. Bankruptcy Code, as amended, the rights of the Parties under Section 7 above will constitute contractual rights to liquidate them, and the Parties are entities entitled to the rights and protections afforded to "forward contracts" and "swap agreements" by the U.S. Bankruptcy Code; (iii) CNEG is not Customer's consultant or advisor for any purpose including advice regarding the value or advisability of trading in "commodity interests" as defined in the Commodity Exchange Act, 7 U.S.C. §§ 1-25, et seq., as amended (the "**CEA**"), including futures contracts and commodity options or any other activity which would cause CNEG or any of its affiliates to be considered a commodity trading advisor under the CEA; (iv) each Party is an "eligible contract participant" as that term is defined in the CEA; and (v) Customer is making its own decisions based solely upon its own analysis and the advice of its own advisors, if any.

20. Notices. To be effective, all notices must be in writing delivered by hand, by certified mail return receipt requested, by first class mail, or express carrier to the addresses provided in this Agreement. CNEG shall send invoices and TCs to the notice address provided herein unless otherwise directed by Customer. Notice by hand delivery shall be effective on the date it is delivered. Notice by certified mail, return receipt requested, by first class mail, or express carrier shall be effective on the date that mail is delivered or its delivery is attempted. A Party may change its address by providing notice of change in accordance herewith or by other means agreed by the Parties.

CNEG Notice Information

9960 Corporate Campus Drive, Suite 2000
Louisville, KY 40223
Attention: Contracts Administration
Phone: (502) 426-4500
Facsimile: (502) 214-6381

Customer Notice Information

Legal Notice Information

Attention: Mike Benard
Title: Executive Director
Address: 102 E WESLEY ST, WHEATON, IL 60187
Phone: (630) 510-4945
Facsimile: (630) 665-5880
Email: mbenard@wheatonparks.org

For Invoices (if different from Notice Information)

Attention: Donna Siciliano
Title: Accounts Payable
Address: 102 E WESLEY ST, WHEATON, IL 60187
Phone: (630) 510-4944
Facsimile:
Email: DSiciliano@wheatonparks.org

For Transaction Confirmations (if different from Notice Information)

Attention:
Title:
Address:
Phone:
Facsimile:
Email:

{SIGNATURES FOLLOW ON NEXT PAGE}

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

CNEG

Sign and Print Name: _____

Print Title: _____

CUSTOMER

Sign and Print Name:  Michael J. Berard

Print Title: Executive Director

EXHIBIT A – FORM OF TRANSACTION CONFIRMATION*

**The actual Transaction Confirmation entered into between Customer and CNEG may differ from this form to reflect state regulatory and other local requirements and terms applicable to the Facility. This Form of Transaction Confirmation is for illustrative purposes only and CNEG reserves the right to alter the form of this Transaction Confirmation at any time.*

This Transaction Confirmation is delivered pursuant to and in accordance with a Master Retail Natural Gas Supply Agreement effective _____, 20____ (the "Master Agreement"), by and between Constellation NewEnergy – Gas Division, LLC ("CNEG") and _____ ("Customer"), and is subject to and made part of the terms and conditions of such Master Agreement. Capitalized terms used herein but not defined will have the meanings ascribed to them in the Master Agreement.

Trade Date:

Buyer:

Seller:

Facility Name:

Delivery Period:

Nature of Parties' Obligation :

Deal Type:

Contract Quantity/Price:

Month/Yr	Contract Quantity (in MMBtu)	Contract Price

Incremental Pricing:

Delivery Point(s):

Utility:

Default Service: To the extent a Facility continues to receive gas from CNEG beyond the Delivery Period, all such gas will be considered month to month purchases and will be priced at the Market Price.

Special Provisions:

This Transaction Confirmation documents an agreement previously reached by authorized representatives of the Parties. Unless disputed by Customer in writing within two (2) business days of Constellation's execution date, or such time frame as specified in the Master Agreement, it is binding and shall be deemed accepted.

CONSTELLATION NEWENERGY – GAS DIVISION, LLC

CUSTOMER

By: _____
Name: _____
Title: _____
Date: _____

By: SAMPLE _____
Name: NOT FOR EXECUTION _____
Title: _____
Date: _____

**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: _____

Print Title: _____

CUSTOMER

Sign and Print Name:  _____

Print Title: Executive Director _____



Small Commercial Customer Acknowledgement Form
Constellation Energy Gas Choice, LLC
Illinois License No. 02-0489

I confirm that my sales representative explained that he or she is an employee of Constellation Energy Gas Choice, LLC ("Constellation") and has provided me with the following information:

1. I am entering into a contract with Constellation and not with Nicor. *Nicor will continue to deliver the gas, read my meter, send me one consolidated bill, and provide emergency services.*
2. This contract covers the cost of the natural gas itself. In addition, I will continue to pay regulated delivery costs billed by Nicor and any additional taxes that may be imposed.
3. Constellation will supply natural gas at the fixed price per therm indicated on the Commercial Natural Gas Supplier Enrollment Form attached hereto. This price will not change for the term of my contract.
4. I understand that my sales representative is an independent agent of Constellation and does not represent Nicor.
5. I may rescind this agreement within ten (10) days after the utility processes my enrollment request without incurring any early termination fees. In addition, I may terminate this contract without termination fees within ten (10) days after receiving my first gas supply invoice containing Constellation's charges.
6. If I terminate this contract after ten (10) days from the date I receive my first gas supply invoice containing Constellation's charges, or if I breach my contract for any other reason, I may incur a cost recovery fee in accordance with the terms and conditions included with this form.
7. I will continue to be supplied with natural gas for my business whether or not I sign this contract. If I choose to remain with Nicor, the price will continue to be set subject to regulatory tariff provisions.
8. This Commercial Customer Acknowledgement Form, Commercial Natural Gas Supplier Enrollment Form and the Terms and Conditions attached hereto are my complete agreement with Constellation, and the agent has no authority to change or add to that contract.
9. Constellation is a registered supplier under the Nicor Choice Program.

Questions? Contact us at (800) 785-4373

Fax document to (800) 785-4374

I have read and agree to this Commercial Customer Acknowledgement Form.

Please Initial Here: _____

FOR INTERNAL USE ONLY

Small Commercial Natural Gas Supplier Enrollment Form

To: **Constellation Energy Gas Choice, LLC**

I, Wheaton Park District

Please print your name as it appears on your Nicor bill.

acknowledge that I am the account holder, a person legally authorized to execute a contract on behalf of the account holder. I understand that by signing this agreement, I am switching the gas supplier for this account to Constellation and authorize Constellation to initiate service and begin enrollment. I understand that gas purchased for this account by Constellation will be delivered through Nicor's delivery system. Complete details on the terms of cancellation are outlined on the accompanying Terms and Conditions.

Contact Name (If different from bill):

Service Address: (As it appears on your utility bill): See attached list _____

City: Wheaton State: IL Zip:

Mailing Address (If different from above): _____

City: _____ State: _____ Zip: _____

Account Number: See attached list Meter # _____ see attached list _____

* Required: Account Number is 10 digits. Please copy from your Nicor bill.

For multiple accounts, please attach a listing of all accounts and check here. ☐

Phone: (630) 510-4945

Email: mbenard@wheatonparks.org

Signature: _____

Date: 4/20/17

I have read and agree to the Terms and Conditions. Please check here. ☒

Your submission is subject to Constellation's final acceptance of enrollment.

I have carefully selected the following options:

The Primary Term of my agreement shall begin on the date set by **Nicor** after my enrollment during the month of July 2017 and shall continue for 36 months at a rate of \$.345 per therm. If for some reason we are unable to begin serving during the month specified, the Primary Term will start on the date set by **Nicor** after my enrollment and shall continue for 36 months at a rate of \$.345 per therm.

Constellation Energy Gas Choice, LLC

By: _____

T.J. Holt – Sr. Pricing Director

Questions? Contact us at (800) 785-4373

FOR INTERNAL USE ONLY



TERMS AND CONDITIONS

1. Constellation Services. I want Constellation Energy Gas Choice, LLC ("Constellation") to supply all the natural gas I need to heat my business and for other related uses. Constellation may cancel this Agreement if my usage of gas changes substantially. I am 18 years of age or older, and I am fully authorized to enter into this Agreement. These terms and conditions, the Enrollment Form or Welcome Letter, and any Renewal Notice (if applicable) reflect my entire Agreement with Constellation ("Agreement") and supersede any oral or written agreements made in connection with this Agreement or my natural gas supply.

2. Local Utility Services. Nicor Inc. ("Nicor") will continue to deliver gas to me, read my meter, and provide emergency and other services it has provided in the past. The natural gas I buy from Constellation will be included in my Nicor monthly bill or in a separate bill from Constellation.

3. Term. My supply will begin on the day that Nicor switches my account to Constellation and will continue for the term indicated in my Enrollment Form or Welcome Letter. This Agreement is subject to the eligibility requirements of Nicor, and Constellation may choose not to accept this contract for any reason.

4. Rescission Period. Within 10 business days of the date of my notice from Nicor of my switch to Constellation, I may cancel this Agreement without penalty by contacting Constellation's Customer Care Center at (800) 785-4373, M-F 8 A.M. to 6 P.M. or sending a letter to Constellation, P.O. Box 4911, Houston, TX 77210-4911, or sending an email to feedback@Constellation.com. I may contact Nicor at (888) 642-6748.

5. Rate. Each month I will pay my bill for my natural gas, which will be calculated by multiplying (i) the rate charged per therm of gas as indicated on my Enrollment form or Welcome Letter by (ii) the amount of gas used in the billing cycle plus (iii) any applicable fees associated with my rate plan plus (iv) applicable taxes, fees, and charges levied by Nicor for distribution and other services. This rate may be higher or lower than Nicor's rate in any given month. If I am receiving a separate bill from Constellation for my natural gas I will also pay a monthly customer service fee not to exceed \$5.95.

6. Administration Fee. A customer administration charge in the amount listed on my Enrollment Form or Welcome Letter will be added to the monthly bill for natural gas if applicable.

7. Renewal Notice; Notification of Changes. At least 30 days prior to the termination date, Constellation, in its discretion, may offer to renew my contract by mailing me written notification on the same or different conditions, in which case my contract shall automatically renew consistent with the conditions indicated in the notice unless I notify Constellation otherwise prior to the termination of my current Agreement with Constellation.

8. Termination. My Agreement with Constellation may be cancelled as follows:

- Within 10 business days of the date of my notice from Nicor of my switch to Constellation, I may cancel this Agreement without penalty by contacting Constellation at (800) 785-4373 or by written request by sending an email to feedback@Constellation.com or a letter to Constellation, P.O. Box 4911, Houston, TX 77210-4911.
- If I am a small commercial customer who consumes less than 5,000 therms annually and have selected a Fixed Term Option and terminate this contract after the 10th business day from the date of my first bill for Constellation service, I may pay a \$50 cost recovery fee.
- If I am a commercial customer who consumes more than 5,000 therms annually and have selected a Fixed Rate or Multi Step Rate Option, the cost recovery fee will be the greater of \$150 or the amount of gas I failed to consume during the remainder of my fixed term, calculated on the basis of prior usage, multiplied by the excess, if any, of my Fixed Rate or Multi Step Rate over the rate at which Constellation can sell such gas at the time of my termination. The cost recovery fee is not a penalty, but compensates Constellation for the cost of buying gas in advance on my behalf.
- If the Illinois Commerce Commission ("ICC") or Nicor decides to end or change the program under which I buy gas, Constellation may cancel this contract upon 30 days advance written notice.
- If I fail to pay my natural gas bill in a timely manner Nicor may terminate my eligibility for the Select Program and Constellation may terminate this Agreement.
- If I move to a location outside the state of Illinois, or to a location without a transportation service program, or to a location where I do not require gas service, I may cancel this Agreement without penalty.

9. Bill Payment. Constellation may bill me directly and separately from Nicor. If I do not pay my bill on time, I will be subject to a late payment fee in the amount of 1.5% per month, and collection costs incurred due to my late payment or nonpayment. All returned checks will be subject to the maximum fee allowed by law. If I fail to pay my bill, Constellation may cancel our Agreement by providing me with 15 days written notice.

10. Dispute Resolution. Constellation will refer all complaints to a person who will acknowledge them promptly and work out a mutually satisfactory resolution. If I am still unhappy, I may contact a Constellation supervisor by calling (800) 785-4373, who will respond to me promptly. If my questions are not resolved after I have called Constellation, I may call the ICC toll free at (800) 524-0795 or TTY at (800) 858-9277, from 8:30 A.M. to 5:00 P.M. - weekdays, visit the ICC website at www.icc.illinois.gov or as otherwise specified by the commission. I may also call the Citizens Utility Board ("CUB") toll free at (800) 669-5556 from 8:30 A.M. to 5:30 P.M. weekdays, or visit the CUB website at www.citizensutilityboard.gov or as otherwise specified by the CUB.

FOR INTERNAL USE ONLY



11. Emergency. IF I SMELL GAS I SHOULD IMMEDIATELY CALL NICOR AT (888) 642-6748 AND LOCAL EMERGENCY PERSONNEL AT 9-1-1.

12. Limitations of Liability. CONSTELLATION WILL NOT BE RESPONSIBLE FOR ANY TYPE OF SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER. CONSTELLATION DOES NOT GIVE ANY TYPE OF WARRANTY, EXPRESS OR IMPLIED, AND TO THE FULL EXTENT OF THE LAW DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

13. Force Majeure. Constellation will not be responsible for supplying natural gas to me in the event of circumstances beyond its control such as events of Force Majeure as defined by Nicor or any transmitting or transportation entity, acts of terrorism or sabotage, or acts of God. If there is a change in any law, rule or pricing structure which results in Constellation's being prevented, prohibited or frustrated from carrying out the terms of our Agreement, Constellation may cancel it.

14. Insolvency. I acknowledge that this Agreement is a forward contract that you may terminate or liquidate in the event of my insolvency, bankruptcy, or reorganization for the benefit of creditors. In the case of termination or liquidation I will owe you the amount equal to the Cost of Cover as calculated above.

15. Information Release Authorization. Throughout the term, I authorize Constellation to obtain information from the Utility that includes, but is not limited to, account name, account number, billing address, service address, telephone number, standard offer service type, historical and future natural gas usage, rate classification, meter readings, characteristics of natural gas service and, when charges hereunder are included on my Utility bill, billing and payment information from the Utility. I authorize Constellation to release such information to third parties that need to know such information in connection with my natural gas service and to Constellation's affiliates and subcontractors. These authorizations shall remain in effect as long as this Agreement is in effect. I may rescind these authorizations at any time by either calling or providing written notice to Constellation. Constellation reserves the right to reject my enrollment or terminate the Agreement in the event these authorizations are rescinded, I fail to meet or maintain satisfactory credit standing as determined by Constellation, or I fail to meet minimum or maximum threshold consumption levels as determined by Constellation. If I fail to remit payment in a timely fashion, Constellation may report the delinquency to a credit-reporting agency.

16. Miscellaneous. I understand that there may be delays before Constellation switches my account and that Constellation may choose not to accept this contract for any reason whatsoever. Unless otherwise stated herein, any changes to our Agreement must be made in writing. I authorize Constellation to perform a credit check on me through Nicor or by using outside sources. Constellation may ask commercial customers for credit enhancements or adequate assurance of their ability to perform their obligations under this Agreement, which must be provided within 30 days of such request. Customer may not assign this Agreement without Constellation's prior written consent. Constellation may assign this contract to another supplier authorized by Nicor provided that Constellation gives me no less than 30 days written notice, and the assignee assumes all of Constellation's responsibilities and duties under this contract. Any required notice shall be deemed to have been made if mailed to the appropriate party at the last known mailing address. For purposes of accounting both parties accept the quantity, quality, and measurement determined by Nicor. Except as provided by law, all taxes due and payable with respect to my obligations under this Agreement shall be paid by me.

FOR INTERNAL USE ONLY

Service Address	Acct #	Meter #	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
855 W Prairie, Wheaton	0402035172	2940537	300	250	250	75	50	30	10	10	10	75	200	250
1000 Manchester Rd, Wheaton	0460407175	3410125	3,500	3,500	3,500	1,400	400	100	40	50	40	300	700	2,500
855 W Prairie #2, Wheaton	0693040819	2940631	225	150	150	40	20	0	0	0	0	30	125	200
855 W Prairie #1, Wheaton	0835554754	2899167	280	230	250	60	75	45	10	10	10	60	170	330
26w101 Butterfield Rd, Wheaton	1106501000	2897978	1,440	1,280	640	460	160	10	5	5	5	160	540	1,380
855 W Prairie #3, Wheaton	1366082885	2939516	140	130	50	50	25	10	15	10	15	35	95	175
500 S Naperville Rd, Wheaton	1750636993	4440991	5,300	2,550	1,500	1,020	190	350	250	150	70	1,240	2,150	4,000
616 Delles Rd, Wheaton	1812901000	2919143	180	200	100	65	15	5	0	0	0	15	100	250
1777 S Blanchard St, Wheaton	2245590000	3164498	0	0	0	200	750	620	580	250	60	40	0	0
26w151 Butterfield, Wheaton	2478321000	2725685	310	250	150	80	35	5	5	15	30	50	50	305
1300 N West, Wheaton	37744221000	2793764	1,965	1,962	1,420	1,290	1,000	1,800	840	775	850	810	1,035	1,950
1950 Orchard Rd, Wheaton	4163602345	2191588	900	720	310	290	45	50	50	50	70	120	305	710
208 W Union Ave, Wheaton	4920221000	2986213	600	550	350	280	130	20	15	5	10	100	200	500
1 West St, Wheaton	5294221000	3839712	450	400	250	100	80	5	5	100	50	50	90	400
102 E Wesley St, Wheaton	5389121000	2272233	800	700	550	500	380	440	300	525	300	435	450	1,020
1356 N Gary Ave #R, Wheaton	5450490000	3075754	700	485	1,385	175	25	20	20	20	20	140	675	815
855 W Prairie US, Wheaton	5076137885	4756937	20	20	10	25	5	5	0	0	5	5	5	15
Total	17,110	13,377	10,865	6,110	3,385	2,145	3,665	6,890	14,800	85,382	14,800	85,382	6,890	14,800

Indicative Natural Gas Supply Quotes for Wheaton Park District

*updated on 4.18.17

1. Accounts on Transport(2):

Standard Products*:

Fixed Price:

1 year \$.3400/therm
2 years \$.3150/therm
3 years \$.3050/therm

Nymex/Fixed Basis:

1 year \$.0018/therm
2 years (\$0040)/therm - negative
3 years (\$.0067)/therm - negative

*note: cashes out imbalances at NGI +/- \$.01/therm

With 100% swing: (no cash-outs)

Fixed Price:

1 year \$.3530/therm
2 years \$.3280/therm
3 years \$.3180/therm

Nymex/Fixed Basis:

1 year \$.0151/therm
2 years \$.0093/therm
3 years \$.0065/therm

Value Considerations:

- A. On transport accounts current market pricing for most all fixed price products & terms beats existing agreements current fixed price (\$.351/therm)
- B. On transport accounts using Nymex and not NGI or WACOG should result in cheaper gas costs. Basis locks are also typically less than NGI or WACOG adders (\$.0125/therm ad: **In short the net of the two components should result in a cheaper price per month.
- C. 100% Swing Option entirely eliminates monthly cash out risk. Existing agreement sells off at WACOG minus \$.01/therm. Standard Nymex with fixed basis sells off at NGI minus \$.01/therm
- D. Must give a 60 day notice to terminate the current IGC/VES agreement or will renew for one year at WACOG plus \$.0125/therm.

2. Accounts on Choice(17):

* Note all products on Choice are full requirements (no monthly cash-outs)

Fixed:

1 year \$.3820/therm
2 years \$.3570/therm
3 years \$.3450/therm

Basis:

1 year \$.0340/therm
2 years \$.0298/therm
3 years \$.0270/therm

Value Considerations:

- A. For Choice accounts using Nymex and not the NGI Index should result in a cheaper gas cost. The cost difference on average is \$.30/therm cheaper historically.
- B. Current agreement is priced at NGI NGI 4 yr Avg plus \$.0325/therm adder is \$.3915/therm. FP for all terms is currently below that.
- C. With Nymex/Basis lock you have the option of locking Nymex later and fully fixing the price. This may not be available with IGC/VES agreement.
- D. Must give a 60 day notice to terminate the current IGC/VES agreement or will renew for one year at the NGI Index plus \$.0325/therm.

Bonus Value:

Supplier is currently offering a Switching incentive till 3/31/17. I did get this extended since we started negotiations prior to deadline.

* sign up for at least 2 years, and receive a \$1,000 switching credit (credited on their first invoice)