



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: _____

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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: 8/20/17

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

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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.

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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.

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COPY

List of Accounts

Facility Name	Account Number	Meter Number	Service Address, City, State, Zip	Current LDC Rate	New LDC Rate	Phone Line Needed
Wheaton Park District	0402035172	2940537	855 W Prairie Ave, #4 Wheaton, IL 60177	CS	CS	CS
Wheaton Park District	0460407175	3410125	1000 Manchester Rd. Wheaton, IL 60177	CS	CS	CS
Wheaton Park District	0693040819	2940531	855 W. Prairie Ave, #2 Wheaton, IL 60177	GS	CS	CS
Wheaton Park District	0635554754	2898167	855 W. Prairie Ave, #1 Wheaton, IL 60177	GS	CS	CS
Wheaton Park District	1106501000	2897878	26 W 101 Butterfield Rd. Wheaton, IL 60177	CS	CS	CS
Wheaton Park District	1366082885	2938516	855 W. Prairie Ave, #3 Wheaton, IL 60177	GS	CS	CS
Wheaton Park District	1750836993	4440991	500 S Naperville Rd. Wheaton, IL 60177	GS	CS	CS
Wheaton Park District	1812901000	2919113	616 Delles Rd. Wheaton, IL 60177	CS	CS	CS
Wheaton Park District	2245590000	3184498	1777 S Blanchard St. Wheaton, IL 60177	CS	CS	CS
Wheaton Park District	2476321000	2725685	26 W 151 Butterfield Wheaton, IL 60177	CS	CS	CS
Wheaton Park District	3774221000	2793784	1300 N West Wheaton, IL 60177	CS	CS	CS
Wheaton Park District	4163602345	2191588	1850 Orchard Rd. Wheaton, IL 60177	CS	CS	CS
Wheaton Park District	4820221000	2986213	208 W Union Ave. Wheaton, IL 60177	CS	CS	CS
Wheaton Park District	5076137885	2940533	855 W Prairie U5 Wheaton, IL 60177	GS	CS	CS
Wheaton Park District	5284221000	3839712	1 West St. Wheaton, IL 60177	CS	CS	CS
Wheaton Park District	5388121000	2272233	102 E Wesley St. Wheaton, IL 60177	CS	CS	CS
Wheaton Park District	5450480000	3075754	1356 N Gary Ave., #R Wheaton, IL 60177	CS	CS	CS