



COPY

Master Energy Services Agreement

Master Agreement # 5076

This Master Energy Services Agreement, hereinafter referred to as "Base Contract" or "Agreement", entered into by and between Vanguard Energy Services, L.L.C. ("Vanguard Energy Services") and Wheaton Park District ("Customer"), from time to time referred to individually and collectively as "Party" and "Parties", establishes legally binding terms and conditions to govern the sale and purchase of natural gas ("gas") and services delivered by Vanguard Energy Services to Customer.

1. PRICE: The commodity price during the Term of this Agreement shall be priced at a variable rate equal to **\$0.0125** per therm above the actual weighted average cost of gas ("WACOG") purchased by Vanguard Energy Services, at Customer's utility and scheduled to flow during that month, for the express purpose of balancing Vanguard Energy Services retail aggregation pools, and adjusted for unaccounted for gas as determined by Customer's local distribution company, plus a monthly Vanguard Energy Services service fee of **\$0** unless an executed Exhibit A(s) specifies other quantity and pricing terms.

2. TERM: For purposes of this Agreement, the "Effective Date" shall be the first (1st) day of **June, 2015** unless service can not yet be established with the Customer's Local Distribution Company, in which case the Effective Date shall be effective date of service as determined by Customer's Local Distribution Company ("LDC"). The term of this Agreement shall begin on the Effective Date and shall extend through the last day of **June, 2017**, unless otherwise terminated in accordance with the terms of this Agreement. This Agreement shall automatically renew for subsequent one (1) year periods unless either Party provides the other Party with written notice of its intention to terminate this Agreement, no less than sixty (60) days prior to the end of the then effective term. Upon termination, this agreement shall continue to apply to all exhibits then in effect until the obligations pursuant to the executed exhibits are completed. In the event Vanguard Energy Services requires any material changes to be made to this Agreement (other than any changes to the credit, financial or payment terms), Vanguard Energy Services shall provide Customer with at least seventy-five (75) days prior written notice. All proposed changes shall become effective seventy-five days following the date Vanguard Energy Services sent said notice to Customer unless Customer provides Vanguard Energy Services with written notice rejecting said proposed changes, no more than fifteen (15) days from the date of Customer's receipt of the change notice from Vanguard Energy Services. In the case of Customer rejecting said proposed changes, Vanguard Energy Services may terminate this Agreement via written notice of such intention to Customer.

3. AGENCY/SERVICE: Customer hereby appoints Vanguard Energy Services to act as its exclusive agent and agrees to purchase and receive from Vanguard Energy Services one hundred percent (100%) of Customer's gas requirements and or service(s) throughout the term of this Agreement or in any executed Exhibit A and for all facilities on Exhibit B, attached hereto. As such, Customer authorizes Vanguard Energy Services to a) receive Customer's LDC account information throughout the term of this Agreement in addition to any historic account information that may be made available by Customer's LDC; b) make any and all necessary and/or required rate and tariff selections; c) execute any contracts that may be required by LDC for provision of service.

4. COMMODITY/SERVICE: Vanguard Energy Services agrees to provide natural gas and services at Customer's facilities as set forth in the Exhibit B which is attached hereto. Vanguard Energy Services will provide firm natural gas deliveries to Nicor Gas, Peoples Gas Light & Coke, and Ameren up to a Maximum Daily Contract Quantity (MDCQ) as determined by the Customer's LDC. Vanguard Energy Services will provide on a best efforts basis volumes in excess of the MDCQ.

5. CUSTOMER REPRESENTATIONS AND BASIC OBLIGATIONS: Customer represents that any and all of the information Customer has provided and shall provide to Vanguard Energy Services is true and correct. Customer will subscribe to and make payment for any and all reasonable and necessary LDC transportation, storage and/or banking services that LDC requires Customer to maintain in order to receive service from Vanguard Energy Services, hereunder. In the event Customer's facilities lack any equipment required by Customer's LDC necessary to Customer's receipt of service from Vanguard Energy Services, Customer will install, or cause to be installed, make payment for and maintain said equipment. Customer will provide periodic meter readings to Vanguard Energy Services upon request. Customer will also provide Vanguard Energy Services with reasonable, advance written notice of any events and/or operational changes that may affect Customer's gas usage.

6. PAYMENT & TAX CONSIDERATIONS: Customer shall make timely payment to Vanguard Energy Services for all gas and related services provided to Customer pursuant to the terms contained herein. Customer is obligated to make full payment of all amounts due to Vanguard Energy Services on or before the due date indicated on Customer's invoice from Vanguard Energy Services. Unless otherwise directed by Vanguard Energy Services, in its sole discretion, Customer shall make payment to Vanguard Energy Services via a bank check, bank draft, money order or electronic funds transfer. Any payment not received by Vanguard Energy Services on or before the due date indicated on Customer's invoice shall be deemed a late payment and result in Customer being assessed a late payment fee equal to one and one-half percent (1 1/2%) multiplied by Customer's total past due balance, per month. This late payment fee will also apply to any past due balances arising out of disputed amounts that are eventually found to have been disputed in error. In the event that Customer disputes a charge contained in any account statement, Customer must still make payment in full, to Vanguard Energy Services, of the amount stated as due on said account statement. Vanguard and Customer will work together to resolve said dispute. Customer shall be responsible for any and all taxes, fees or charges imposed on the sale or subsequent use of the gas at or after said delivery to Customer's LDC, as well as any and all taxes, fees or charges imposed on any and all gas or services covered by this Agreement that may be levied after the Agreement's Effective Date. Should the LDC not provide Vanguard Energy Services with timely volume information, Vanguard at its discretion will bill Customer on an estimate and subsequently adjust future invoices for the Customer's actual volumes.

7. FINANCIAL ASSURANCES: Customer shall meet Vanguard Energy Services credit requirements at all times throughout the term of this Agreement and shall promptly make available to Vanguard Energy Services any financial information, as requested by Vanguard Energy Services, for purpose of its credit evaluation(s) relative to this Agreement and the financial commitments contained herein. Vanguard Energy Services may require adequate assurance of Customer's ability to meet its financial obligations under the Agreement at any time throughout the term of this Agreement and may at any time, in its sole discretion, require additional assurances including without limitation the implementation of a parental guaranty, letters of credit, prepayment or deposit in a form reasonably acceptable to Vanguard Energy Services. In the event Customer shall a) make an assignment or any general arrangement for the benefit of creditors; b) default in the payment or performance of any obligation under this Agreement; c) file a petition or otherwise commence, authorize, or acquiesce in the commencement proceeding or cause under any bankruptcy or similar law for the protection from creditors or have such a petition filed or proceeding commenced against it; d) otherwise become bankrupt or insolvent; e) becomes unable to pay its debts as they become due; or f) fail to provide Vanguard Energy Services with adequate assurances that Vanguard Energy Services deems sufficient to deem itself secure relative to Customer's ability to satisfy its financial obligations under this Agreement within twenty-four (24) hours of such a request by Vanguard Energy Services, then, without prior notice, Vanguard Energy Services shall have the unilateral right to suspend or withhold its performance hereunder or terminate this Agreement, in addition to any and all other remedies available herein or pursuant by law. In the event that Customer has any outstanding amounts due to Vanguard Energy Services and Vanguard Energy Services is required to either pursue legal means of collection or refers said outstanding amounts to a collection agency, Customer shall be responsible for any and all attorney fees and other costs of collection that Vanguard Energy Services incurs in order to collect on said delinquent balance in Customer's account. Venue for the resolution of any dispute between the parties shall be in the Circuit Court in DuPage County, Illinois.

8. TERMINATION: If Customer does not comply with any terms of this Agreement (including any representations contained herein) or fails to make timely payments for gas and services rendered hereunder, Vanguard Energy Services may suspend performance and may terminate this Agreement and any currently effective Exhibit(s) on reasonable notice and /or hold Customer responsible for any resulting Utility and Supplier Charges. Customer will pay Vanguard Energy Services the costs associated with early termination of this agreement, and any effective Exhibit(s). Such commercially reasonable costs and losses shall be: (a) the product of (i) total contracted quantities in the unexpired portion of the term and (ii) 110% of Vanguard Energy Services expected margin for this Agreement; plus (b) any costs associated with liquidating, terminating the supply arrangements underlying this Agreement; (c) any administrative costs, and reasonable attorney's fees incurred by Vanguard Energy Services. This settlement amount will be due within five (5) business days after Vanguard Energy Services has notified the Customer of the settlement amount.

9. UTILITY TARIFFS AND REGULATIONS: If any regulatory changes arise that may adversely affect Vanguard Energy Services ability to perform under this Agreement, i.e. change in tariffs, rules or procedures of Customer's LDC or of the transporting pipelines utilized by Vanguard Energy Services to perform hereunder, then Vanguard Energy Services may, at its sole discretion, amend or terminate this Agreement, upon written notice to Customer.

10. ENTIRETY: This Agreement, any Appendix, Confirmations, Riders or Exhibits attached hereto executed in accordance with this Agreement constitute the entire agreement between the Parties with respect to the services and all other subject matter hereof and merges all prior and contemporaneous communications, and supersedes all prior oral and written agreements between the Parties regarding the subject matter of this Agreement. Unless otherwise specifically stated in this Agreement, or clearly intended by this Agreement's terms, any terms in any Appendix, Confirmations, Riders and Exhibits that conflict with any terms in this Agreement shall be ineffective and without force, and the terms of this Agreement shall take priority over any such Appendix, Confirmations, Riders and Exhibits.

11. MISCELLANEOUS: The term "Agreement" constitutes the entire agreement of the Parties, including applicable Exhibits which are hereby incorporated into this Agreement by reference. Vanguard Energy Services may assign this Agreement or any of its rights or obligations without the prior written consent of the Customer. This Agreement will inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. The Parties acknowledge that title to all gas shall pass outside the State of Illinois. This agreement shall be governed by, construed and enforced in accordance with the laws of the State of Illinois without regard to conflict of law principles. Both Parties agree not to disclose any term of this Agreement to a third-party (other than to the other Parties affiliates, officers, directors, employees, accountants, lenders, or counsel) except as necessary for the other Party to perform its obligations herein or to comply with any applicable law, regulation, or order. Vanguard Energy Services performance under this Agreement shall be interrupted for Acts of God, or events of any Force Majeure which renders Vanguard Energy Services unable to carry out, in whole or part, its obligations under this Agreement in the manner stated in this Agreement. Neither party shall be liable to the other for any damages caused or occasioned by Force Majeure. Vanguard Energy Services shall indemnify and hold Customer harmless for excess storage charges and unauthorized use charges as imposed by Customer's utility up to the Maximum Daily Contract Quantity specified by Customer's utility, which are caused by Vanguard Energy Services failure to perform under the terms of this Agreement, subject to Sections 5 and 7. In the event any provision in this Agreement is determined to be invalid or unenforceable, that determination shall not render the entire Agreement invalid or unenforceable. Customer shall indemnify and hold Vanguard Energy Services harmless for any losses, liabilities, damages, claims or costs (including attorney's fees) from any and all persons or entities resulting from or out of Customer's failure to comply with the terms and conditions of this Agreement and/or as a result of Customer's negligence hereunder. Notwithstanding any of the foregoing, in no event shall Vanguard Energy Services be liable to Customer for any special, indirect, or consequential damages, of any kind, arising out of or in any way related to performance or non-performance of the obligations contained herein.

12. TITLE, LIEN, WARRANTY: Unless otherwise specifically agreed, title to the Gas shall pass from Vanguard Energy Services to Customer at the Delivery Point(s). Vanguard Energy Services shall have responsibility for and assume any liability with respect to the Gas prior to its delivery to Customer at the specified Delivery Point(s). Customer shall have responsibility for and any liability with respect to said Gas after its delivery to Customer at the Delivery Point(s). Vanguard Energy Services warrants that it will have the right to convey and will transfer good and merchantable title to all Gas sold hereunder and delivered by it to Customer, free and clear of all liens, encumbrances, and claims.

13. NOTICES: Any correspondence provided for in this Agreement or any notice which one Party may give to the other shall be in writing and considered duly delivered upon receipt, if sent by facsimile, telex, courier or overnight delivery service, or first-class mail to the other Party, addressed as follows:

	Principal Contact Information	Billing Contact Information
Vanguard Energy Services, L.L.C.	Company Name: Wheaton Park District	Company Name: Wheaton Park District
850 East Diehl Rd	Contact Name: Mike Benard	Contact Name: Accounts Payable
Suite 142	E-Mail Address: mbenard@wheatonparks.org	E-Mail Address:
Naperville, IL 60563	Address: 102 E Wesley St.	Address: 102 E Wesley St. 855 W. Prairie Ave
Phone Number: 630-955-1500	City / State / Zip: Wheaton, IL 60187	City / State / Zip: Wheaton, IL 60187
Facsimile Number: 630-955-0989	Phone Number: 630.665.4710	Phone Number: 630.665.4710
	Facsimile Number: 630.665.5880	Facsimile Number: 630.665.5880

IN WITNESS WHEREOF, the parties have executed this Agreement. All signed copies of this Agreement shall be deemed originals. This Agreement shall be effective upon execution on behalf of Vanguard Energy Services and Customer by their duly authorized representatives.

VANGUARD ENERGY SERVICES, L.L.C.

CUSTOMER: Wheaton Park District

Signed:

By:

Title:

Date:

Managing Partner

4/8/15

Signed:

By:

Title:

Date:

Mike Benard

Executive Director

4/7/15

This Exhibit "A" is made and entered into by and between Vanguard Energy Services, L.L.C. ("Vanguard Energy Services") and Wheaton Park District ("Customer"), establishes legally binding terms and conditions to govern the sale and purchase of natural gas ("gas") and services delivered by Vanguard Energy Services to Customer. This Exhibit shall become effective on the first day of **June, 2015** and extend through the last day of **June, 2017**, or for each Facility listed on Exhibit B, upon that Facilities first utility billing cycle immediately thereafter, and shall continue through the term of the Master Energy Services Agreement referenced below, including any Renewal Term unless superseded by a new Exhibit A. This Exhibit A will supersede any previous Exhibit A with respect to all Facilities listed on Exhibit B.

In addition to the terms and conditions contained herein, this document is governed by the terms and conditions contained in the executed Master Energy Services Agreement (Vanguard Energy Services Agreement #5076 dated **April 7**, 2015 by and between Vanguard Energy Services and Customer, which is incorporated herein and made a part hereof.

Customer will receive one total bill for service which includes items (1), (2), (3), (4) as shown below. If a billing period spans more than one calendar month, commodity costs will be prorated based on the applicable forecasted volumes and the applicable monthly Vanguard Energy Services weighted average cost of gas (WACOG).

Vanguard Energy Services agrees to sell and deliver, and Customer agrees to purchase and receive 100% of contracted volumes listed below and delivered by Vanguard Energy Services to Customer's LDC for Customer's facilities as listed within Exhibit B, attached hereto.

1. COMMODITY PRICING: Monthly commodity price during the Term of this Agreement shall be priced at **\$0.3515** Per therm (offer price) for the applicable fixed volumes listed below, notwithstanding customer's actual metered gas consumption, and adjusted for unaccounted gas as determined by Customer's local distribution company. In the event Customer's monthly metered gas consumption is greater than the contracted volumes stated below, Vanguard Energy Services will charge Customer for those additional volumes, for the applicable month, at a price equal to **\$0.0125** per therm above the actual weighted average cost of gas ("WACOG") purchased by Vanguard Energy Services, and scheduled to flow during that month, for the purpose of balancing Vanguard Energy Services retail aggregation pools. In the event Customer's monthly metered gas consumption is less than the contracted volumes stated below, Vanguard Energy Services will credit back those deficient volumes, for the applicable month, to Customer at **\$0.01** per therm below the actual weighted average sales price ("WASP") of gas sold by Vanguard Energy Services, and scheduled to flow during that month, for the purpose of balancing Vanguard Energy Services retail aggregation pools. The additional and deficient volume provisions as stated above shall supersede all other additional and deficient volume provisions as stated in any prior exhibits in force as of the effective date of this exhibit.

Any natural gas delivered after the fixed pricing period without execution of a new Exhibit A will be priced per the terms of the Master Energy Services Agreement.

2. LOCAL GAS DISTRIBUTION UTILITY CHARGES: Customer will be responsible for payment of monthly LDC charges as issued by the utility. If applicable, Vanguard Energy Services will include any charges not billed directly to customer by utility for facilities specified in Exhibit B.

3. VANGUARD ENERGY SERVICES SERVICE FEE: \$0 monthly.

4. TAXES: All applicable taxes.

5. LDC: Nicor

6. VOLUMES: The Customer's contracted (fixed) volumes as well as the applicable unit of measure associated with this transaction shall be as follows:

MONTHLY VOLUME COMMITMENTS - UNIT OF MEASURE (THERMS)							
JAN	21,000	FEB	18,330	MAR	15,220	APR	9,020
MAY	14,810	JUN	11,370	JUL	10,530	AUG	8,540
SEP	3,860	OCT	7,180	NOV	12,710	DEC	19,170

7. MISCELLANEOUS: In the event Vanguard Energy Services is directed by Customer's LDC to either increase or decrease gas deliveries as a result of a 'Critical Day', whether for Customer's actual or historically potential gas consumption as determined by Customer's LDC, Customer agrees that it shall be responsible for any and all incremental costs, expenses, charges, damages or liabilities incurred by Vanguard Energy Services as a result of Vanguard Energy Services' compliance with said Customer's LDC directive as applied to Customer's account. In the event that the index above is not available, the parties will mutually agree upon an alternate index.

In Witness whereof, the Parties acknowledge that they have heretofore executed this Exhibit A to the Master Energy Services Agreement, as well as any necessary and applicable Exhibit(s) and Rider(s), which are hereby incorporated herein by reference and made a part hereto.

VANGUARD ENERGY SERVICES, L.L.C.

CUSTOMER: Wheaton Park District

Signed:

Paul B. Bourgeois

Signed:

[Signature]

By:

Paul B. Bourgeois

By:

Mike Benard

Title:

Managing Partner

Title:

Executive Director

Date:

4/8/15

Date:

4/7/15



EXHIBIT "B"

Exhibit #5076-B-1

COPY

In addition to the terms and conditions contained herein, this document is governed by the terms and conditions contained in the executed Master Energy Services Agreement (Vanguard Energy Services Agreement #5076 dated April 7, 2015 by and between Vanguard Energy Services and Customer, which is incorporated herein and made a part hereof.

Customer hereby appoints Vanguard Energy Services to act as its lawful and exclusive agent. As such, Customer authorizes Vanguard Energy Services to receive all account information in addition to any historic account information, make all rate and tariff selections including execution of contracts with other parties.

Customer: Wheaton Park District

Contact person: Mike Benard

Telephone: 630.665.4710

Local Distribution Company: Nicor

Facility Name	Account Number	Meter Number	Service Address City, State, Zip	Current Rate	New Rate	Phone Line
Arrowhead Golf Club	2400503855	2908595	26 W 151 Butterfield, Wheaton, IL 60187	74	74	
Wheaton Pool Water Park	7718490000	3231232	1777 Blanchard St., Wheaton, IL 60187	74	74	

In Witness whereof, the Parties acknowledge that they have heretofore executed this Transaction Confirmation to the Master Energy Services Agreement, as well as any necessary and applicable Exhibit(s) and Rider(s), which are hereby incorporated herein by reference and made a part hereto.

VANGUARD ENERGY SERVICES, L.L.C.

Signed:

By:

Title:

Date:

Managing Partner

4/8/15

CUSTOMER:

Wheaton Park District

Signed:

By:

Title:

Date:

Mike Benard

Executive Director

4/7/15



COPY

**Vanguard Energy Services, L.L.C.
Telemetry Device Installation (TDI) Agreement**

☐ Site Prep
☒ Maintenance

Customer will subscribe to and make payment for any and all reasonable and necessary LDC transportation, storage and/or banking services that, subject to the terms and conditions set forth herein, LDC requires Customer to maintain in order to receive service from Vanguard Energy Services L.L.C., hereunder.

*Please note: use one form per account.

Customer Name: Wheaton Park District/Arrowhead Golf Club

Customer Address: 26 151 Butterfield, Wheaton, IL 60187

Account Number: 2400503855

Meter Number: 2908595

Contact Person: Mike Benard

Contact's Phone Number: 630.665.4710

Comments:

Secondary Contact:

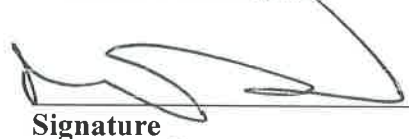
Secondary Contact's Phone Number:

Vanguard Energy Services, L.L.C.


Signature

4/8/15
Date

Wheaton Park District


Signature

4/7/15
Date



COPY

**Vanguard Energy Services, L.L.C.
Telemetry Device Installation (TDI) Agreement**

☐ Site Prep
☒ Maintenance

Customer will subscribe to and make payment for any and all reasonable and necessary LDC transportation, storage and/or banking services that, subject to the terms and conditions set forth herein, LDC requires Customer to maintain in order to receive service from Vanguard Energy Services L.L.C., hereunder.

*Please note: use one form per account.

Customer Name: Wheaton Park District/Wheaton Pool Water Park

Customer Address: 1777 Blanchard St., Wheaton, IL 60187

Account Number: 7718490000

Meter Number: 3231232

Contact Person: Mike Benard

Contact's Phone Number: 630.665.4710

Comments:

Secondary Contact:


Secondary Contact's Phone Number:

Vanguard Energy Services, L.L.C.


Signature

4/8/15
Date

Wheaton Park District


Signature

4/7/15
Date



Natural Gas Choice Agreement Terms and Conditions

COPY

Master Agreement # 5076-CS

850 East Diehl Road, Suite 142, Naperville, IL 60563

p:888-955-1920

f:630-955-0989

email:customerservice@vanguardenergy.net

web:www.vanguardenergy.net

This Natural Gas Index Price Agreement, hereinafter referred to as "Base Contract" or "Agreement", entered into by and between Vanguard Energy Services, L.L.C. ("VES") (Seller) and Customer identified below ("Customer"), from time to time referred to individually and collectively as "Party" and "Parties", establishes legally binding terms and conditions to govern the sale and purchase of natural gas ("gas") delivered by VES to Customer subject to the terms and conditions in accordance with the applicable tariff of the Customer's Public Utility, hereinafter referred to as the "Choice Program".

1. Agency: The Customer authorizes VES to initiate utility service and to make all rate and tariff selections necessary to meet its obligations under this Agreement, and to access current and future gas utility Customer account information. Customer authorizes and understands that VES will transfer your natural gas supply from any Public Utility or Alternative Gas Supplier that may be serving the Customer. Customer understands they may be subject to cancellation or termination fees from a Public Utility or an Alternative Gas Supplier by terminating an existing contract.

2. Commodity Price: Monthly commodity price during the Term of this Agreement shall be priced at **\$0.0325** per therm above the NGI's Bidweek Survey, Spot Gas Prices, Midwest, Chicago Citygate for the Customer's actual metered gas consumption.

3. Term: For purposes of this Agreement, the "Effective Date" shall be the enrollment date as provided by the Customer's Utility and as dictated by the Customer's Utility switching process. The term of this Agreement shall begin on the Effective Date and shall extend for 12 months, unless otherwise terminated in accordance with the terms of this Agreement. If your location(s) is/are currently enrolled with us on another agreement the "Effective Date" is the date after the end of your current agreement. This Agreement shall automatically renew for subsequent one (1) year periods unless either Party provides the other Party with written notice of its intention to terminate this Agreement, no less than sixty (60) days prior to the end of the then effective term.

4. Rescission Period: THE UTILITY WILL SEND CUSTOMER A LETTER CONFIRMING THE TRANSFER OF SERVICE. CUSTOMER MAY RESCIND ITS ENROLLMENT WITHIN 10 BUSINESS DAYS OF THE DATE OF THE LETTER BY EITHER CONTACTING VES AS SPECIFIED IN SECTION 15 BELOW OR THE UTILITY.

Principal Contact Information	Billing Contact Information
Company Name: Wheaton Park District	Company Name: Wheaton Park District
Contact Name: Mike Benard	Contact Name: Accounts Payable
E-Mail Address: mbenard@wheatonparks.org	E-Mail Address: mbenard@wheatonparks.org
Address: 102 E Wesley St.	Address: 855 W. Prairie Ave.
City / State / Zip: Wheaton, IL 60187	City / State / Zip: Wheaton, IL 60187
Phone Number: 630.665.4710	Phone Number: 630.665.4710
Facsimile Number: 630.665.5880	Facsimile Number: 630.665.5880

Facility Name. (see Addendum if greater than 6 accounts)	Account #	Meter #	Utility	Service Address
See attached list.				

IN WITNESS WHEREOF, the parties have executed this Agreement. All signed copies of this Agreement shall be deemed originals. This Agreement shall be effective upon execution on behalf of VES and Customer by their duly authorized representatives.

By signing below I acknowledge I have read, understand and agree to all the Terms and Conditions on the front and back of this agreement.

VANGUARD ENERGY SERVICES, L.L.C.

Signed:

By:

Title:

Date:

Karl B. Bongardis
Karl B. Bongardis
Managing Partner
4/8/15

CUSTOMER:

Signed:

By:

Title:

Date:

Wheaton Park District
Michael J. Benard
Exec Dir
4/7/15

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5. Supplier's and Utility's Role: Subject to the terms, conditions, and limitations set forth herein, VES agrees to sell and cause to be delivered to Customer and Customer agrees to purchase and receive from VES natural gas for the Account(s) listed on page one of this Agreement. The Utility will deliver to the Account(s) and shall invoice and collect Seller's charges. The Utility's billing and payment procedures shall apply in accordance with the applicable tariff, including but not limited to, the Utility's right to assess late payment fees. Customer authorizes Seller as exclusive agent for Customer's Account(s) during the term of this Agreement, which includes the authority to obtain historical and current gas use data from the Utility. VES may deny enrollment for any reason.

6. Customer Representations & Basic Obligations: Customer represents that any and all of the information Customer has provided and shall provide to VES is true and correct. Customer will subscribe to and make payment for any and all reasonable and necessary Utility charges. In addition to the Commodity Price, Customer will also be responsible for paying Utility's delivery charges, applicable late fees, and all taxes associated with your natural gas service and consumption. Customer understands and agrees to these terms and agrees to participate in the programs established by Customer's applicable Public Utility.

7. Cancellation: If Customer does not comply with any terms of this Agreement (including any representations contained herein), fails to make timely payments for gas and services rendered hereunder, or fails to make credit arrangements in accordance with Section 10 below, VES may suspend performance or may terminate this Agreement on reasonable notice. If VES terminates this Agreement pursuant to this paragraph, Customer is responsible for any resulting Utility Charge, Supplier Charge, or other costs or damages incurred by VES, including, but not limited to, administrative costs, and reasonable attorney's fees incurred by VES. Venue for the resolution of any dispute between the parties shall be in the Circuit Court in DuPage County, Illinois. Both VES and Customer waive the right to a jury trial in any action brought by either VES or Customer against the other.

8. Early Termination: If Customer terminates this agreement prior to the expiration, then Customer will pay VES the costs associated with early termination of this agreement. Such commercially reasonable costs shall be calculated by VES. These costs include, but are not limited to, liquidating positions, administrative costs, attorney fees, and lost margin. This settlement amount will be due within five (5) business days after VES has notified the Customer of the settlement amount.

9. Payment & Tax Considerations: Any payment not received by VES or the Utility as applicable on or before the due date indicated on Customer's invoice shall be deemed a late payment and result in Customer being assessed a late payment fee equal to one and one-half percent (1 1/2%) multiplied by Customer's total past due balance, per month. This late payment fee will also apply to any past due balances arising out of disputed amounts that are eventually found to have been disputed in error. Customer shall be responsible for any and all taxes, fees or charges imposed on the sale or subsequent use of the gas at or after said delivery to Customer's LDC, as well as any and all taxes, fees or charges imposed on any and all gas or services covered by this Agreement that may be levied after the Agreement's Effective Date.

10. Credit Requirements: Customer shall make credit arrangements satisfactory to VES, which may include providing a deposit, prepayments, Letter of Credit, or other security as requested by VES within five (5) days of the receipt of VES' request. VES reserves the right to request such credit arrangements or updates or revisions to such credit arrangements at any time before or during the term of this contract.

11. Utility Tariffs & Regulations: If any regulatory changes arise that may adversely affect VES' ability to perform under this Agreement, i.e. change in tariffs, rules or procedures of Customer's Utility of the transporting pipelines utilized by VES to perform hereunder, then VES may, at its sole discretion, amend or terminate this Agreement, upon written notice to Customer.

12. Title: Title to the natural gas sold hereunder shall pass at the point of delivery, unless stated otherwise. Seller shall be in full control and possession of the natural gas and responsible for any damage or injuries caused thereby until the natural gas is delivered to Customer or Customer's designee at the point of delivery, except for injuries and damage which shall be caused by the negligence of Customer. Customer shall likewise be fully responsible after the natural gas is delivered to the delivery point(s) except for injuries and damage caused by the negligence of Seller.

13. Miscellaneous: The term "Agreement" constitutes the entire agreement of the Parties, including applicable Exhibits which are hereby incorporated into this Agreement by reference. VES may assign this Agreement or any of its rights or obligations without the prior written consent of the Customer. This Agreement will inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. This agreement shall be governed by, construed and enforced in accordance with the laws of the State of Illinois without regard to conflict of law principles. Both Parties agree not to disclose any term of this Agreement to a third-party (other than to the other Parties affiliates, officers, directors, employees, accountants, lenders, or counsel) except as necessary for the other Party to perform its obligations herein or to comply with any applicable law, regulation, or order. VES performance under this Agreement shall be interrupted for Acts of God, or events of any Force Majeure which renders VES unable to carry out, in whole or part, its obligations under this Agreement in the manner stated in this Agreement. Neither party shall be liable to the other for any damages caused or occasioned by Force Majeure. In the event any provision in this Agreement is determined to be invalid or unenforceable, that determination shall not render the entire Agreement invalid or unenforceable. Either Party shall indemnify and hold the other Party harmless for any losses, liabilities, damages, claims or costs (including attorney's fees) from any and all persons or entities resulting from or out of the other Parties failure to comply with the terms and conditions of this Agreement and/or as a result of the other Parties negligence hereunder.

14. Limitations: The liability of a party for breaching any provisions of this Agreement for which an express remedy is provided, such express remedy shall be the sole and exclusive remedy. In the event of a breach of any provision of this Agreement for which no express remedy is provided, Buyer and Seller agree that any liability to each other shall be limited to direct actual damages only. IN NO EVENT SHALL SELLER BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, IN TORT, CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE.

15. Customer Service & Contact Information: Customer may contact Seller by calling 1-888-955-1920, at Seller's website www.vanguardenergy.net, by writing to Vanguard Energy Services, Attn: Customer Service, 850 East Diehl Road, Suite 142, Naperville, Illinois 60563, or by sending an e-mail to customerservice@vanguardenergy.net.

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 6017	CS	CS	
Wheaton Park District	0460407175	3410125	1000 Manchester Rd. Wheaton, IL 6017	CS	CS	
Wheaton Park District	0693040819	2940631	855 W. Prairie Ave, #2 Wheaton, IL 6017	GS	CS	
Wheaton Park District	0835554754	2899167	855 W. Prairie Ave, #1 Wheaton, IL 6017	GS	CS	
Wheaton Park District	1106501000	2897978	26 W 101 Butterfield Rd. Wheaton, IL 6017	CS	CS	
Wheaton Park District	1366082885	2939516	855 W. Prairie Ave, #3 Wheaton, IL 6017	GS	CS	
Wheaton Park District	1750636993	4440991	500 S Naperville Rd. Wheaton, IL 6017	GS	CS	
Wheaton Park District	1812901000	2919113	616 Delles Rd. Wheaton, IL 6017	CS	CS	
Wheaton Park District	2245590000	3164498	1777 S Blanchard St. Wheaton, IL 6017	CS	CS	
Wheaton Park District	2478321000	2725685	26 W 151 Butterfield Wheaton, IL 6017	CS	CS	
Wheaton Park District	3774221000	2793764	1300 N West Wheaton, IL 6017	CS	CS	
Wheaton Park District	4163602345	2191588	1950 Orchard Rd. Wheaton, IL 6017	CS	CS	
Wheaton Park District	4920221000	2986213	208 W Union Ave. Wheaton, IL 6017	CS	CS	
Wheaton Park District	5076137885	2940533	855 W Prairie U5 Wheaton, IL 6017	GS	CS	
Wheaton Park District	5294221000	3839712	1 West St. Wheaton, IL 6017	CS	CS	
Wheaton Park District/DuPage County Historical Museum	5389121000	2272233	102 E Wesley St. Wheaton, IL 6017	CS	CS	
Wheaton Park District	5450490000	3075754	1356 N Gary Ave., #R Wheaton, IL 6017	CS	CS	

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