



Illinois Natural Gas Firm Commercial Service Agreement

Customer Information

Name	Prospect Heights School District 23	Date	02/15/2023
Address	700 N. Schoenbeck Rd. Prospect Heights, IL 60070	Contract Term	36 months beginning 12/1/2023 or the first available meter read thereafter.
Email	amcpartlin@d23.org	Type	New
Phone	847-870-5552	Contract Volume	29,545
SS#/EIN#			

Account Information

See Schedule A for a list of the Utility Accounts covered under this agreement

Customer Disclosure Statement

Price	Fixed, NYMEX+ or Variable rate per therm/CCF plus applicable taxes, and plus any costs and expenses resulting from a Change in Law in accordance with paragraph 18 of this Agreement.
How the price is determined	Fixed rate of \$0.4965 per therm/CCF plus applicable taxes, and plus any costs and expenses resulting from a Change in Law in accordance with paragraph 18 of this Agreement.
Length of the agreement and end date	36 months beginning 12/1/2023 or the first available meter read thereafter.
Amount of Early Termination Fee and method of calculation	No early termination fee for variable service. If fixed or NYMEX+ service, the projected amount of the commodity to be consumed by Customer for the remainder of the current Term multiplied by the difference between the fixed price in effect for the remainder of the current Term and the price at which ENGIE can sell such gas following the termination.
Amount of Late Payment Fee	Customer will pay 1.5% on overdue balances not received by ENGIE within 30 days of the date of the bill.
Provisions for renewal of the agreement	Upon completion of the Initial Term, this Agreement will automatically renew on a month to month basis at a variable monthly rate unless ENGIE obtains customer's authorization after customer has received written notification of any proposed changes to such terms at least 45 days but no more than 90 days prior to the renewal date (the "Renewal Term"). Customer shall retain the right to renew, terminate or renegotiate this Agreement prior to the anniversary date of the renewal period.
Guaranteed Savings	This agreement offers no guaranteed savings
Consolidated Billing	ENGIE supply charges will be presented on the utility invoice

ENGIE Power & Gas LLC is licensed by the Illinois Commerce Commission (Commission) to offer and supply natural gas supply services in Illinois under license number G-00976.

Invoice Information

Invoices for the Utility Accounts on this Agreement will be sent to: Prospect Heights School District 23
700 N. Schoenbeck Rd.
Prospect Heights, IL, 60070

General Terms and Conditions

1. Agreement to Sell and Purchase Energy. This is an agreement between ENGIE Power & Gas LLC ("ENGIE") and the undersigned customer ("Customer") under which Customer shall initiate natural gas supply service and begin enrollment with ENGIE (the "Agreement"). Subject to the terms and conditions of this Agreement, ENGIE agrees to sell and deliver, and Customer agrees to purchase and accept the quantity of natural gas, as estimated by ENGIE, necessary to meet Customer's requirements based upon consumption data obtained by ENGIE or the delivery schedule of the Natural Gas Company (the "NGC"). The amount of natural gas delivered under this Agreement is subject to change based upon data reflecting Customer's consumption obtained by ENGIE or the NGC's delivery schedule. The NGC will continue to deliver the natural gas commodity supplied by ENGIE.

2. Term. This Agreement shall commence as of the date Customer's notice regarding the change of Customer's provider to ENGIE is deemed effective by the NGC, and shall continue for 36 months beginning 12/1/2023 or the first available meter read thereafter, (the "Initial Term"). Upon completion of the Initial Term, this Agreement will automatically renew on a month-to-month

basis at a variable monthly rate, unless ENGIE sends Customer written notice of proposed changes to such terms in advance of the renewal date (the "Renewal Term"). Any such written notice will be sent at least 45 days and no more than 90 days prior to the renewal date, apprising Customer of any proposed changes in the terms and conditions of this Agreement and of the Customer's right to renew, terminate or renegotiate this Agreement. While receiving service on a month-to-month basis, Customer or ENGIE may cancel or terminate this Agreement so long 30 days' advance written notice of termination is provided to the other party.

Contract rates and service start will be in line with the utility account's associated switching rules and meter read cycles.

While receiving service on a month-to-month basis, Customer or ENGIE may cancel or terminate this Agreement so long 30 days' advance written notice of termination is provided to the other party.

3. Pricing, Billing, and Termination. Unless otherwise agreed to in writing, the price for all natural gas sold under this Agreement as specified above,

shall be a fixed price per therm/CCF as agreed to above, plus all applicable taxes. Price includes line loss.

ENGIE will invoice Customer monthly for natural gas delivered under this Agreement, as measured by the NGC, and Customer will pay each invoice in full within 30 days of the invoice date or be subject to a late payment charge of 1.5% per month. Customer may receive a single bill for both commodity and delivery costs from either ENGIE or the NGC, or each of the NGC and ENGIE may invoice Customer separately. ENGIE may assign and sell Customer accounts receivable to NGC. If Customer payment is not received when due, then ENGIE, in addition to other remedies that it may have, may after 30 days written notice to Customer, cancel this agreement; provided that Customer will remain obligated to pay for all gas supply services sold to Customer prior to the cancellation. A \$30 fee will be charged for all returned payments.

Usage Allowance: There will be no change in price if usage in any month exceeds the level of usage by any amount in the same month in the previous year ("Base Load") or if the usage in any month falls by any amount below the Base Load.

Early Termination: If there is a material adverse change in the business or financial condition of Customer (as determined by ENGIE at its discretion), or if Customer fails to pay each invoice in full within 20 days of the invoice date, or if Customer fails to meet its obligations under this Agreement or pay or post any required security deposit, then, in addition to any other remedies that it may have, ENGIE may terminate this Agreement upon 30 days' written notice to Customer. If Customer terminates this Agreement prior to the end of the Initial or Renewal Term or if ENGIE terminates this Agreement due to Customer's breach, the Customer shall pay ENGIE, in addition to any other applicable charges, a cancellation fee equivalent to the multiplication of the (i) difference between the fixed price set forth in this Agreement and the calculation by ENGIE of the fixed price at the date of termination; and (ii) the difference between the Customer's annual usage for the 12 month period from the date of termination and the level of usage during the current Term or Renewal Term under this Agreement.

4. Assignment. Customer may not assign its interests in and delegate its obligations under this Agreement without the express written consent of ENGIE. ENGIE may sell, transfer, pledge, or assign the accounts receivable, revenues, or proceeds hereof, in connection with any financing agreement, purchase of accounts receivables program or billing services agreement, and may assign this Agreement to another energy supplier, energy services company or other entity as authorized by the Illinois Commerce Commission ("Commission").

5. Information Release Authorization. CUSTOMER AUTHORIZES ENGIE TO OBTAIN AND REVIEW INFORMATION REGARDING CUSTOMER'S CREDIT HISTORY FROM CREDIT REPORTING AGENCIES AND THE FOLLOWING INFORMATION FROM THE NGC: CONSUMPTION HISTORY; BILLING DETERMINANTS; ACCOUNT NUMBER; CREDIT INFORMATION; PUBLIC ASSISTANCE STATUS; EXISTENCE OF MEDICAL EMERGENCIES, STATUS AS TO WHETHER CUSTOMER HAS A MEDICAL EMERGENCY, IS HUMAN NEEDS, ELDERLY, BLIND OR DISABLED AND DATA APPLICABLE TO COLD WEATHER PERIODS, TAX STATUS AND ELIGIBILITY FOR ECONOMIC DEVELOPMENT OR OTHER INCENTIVES. THIS INFORMATION MAY BE USED BY ENGIE TO DETERMINE WHETHER IT WILL COMMENCE AND/OR CONTINUE TO PROVIDE ENERGY SUPPLY SERVICE TO CUSTOMER AND WILL NOT BE DISCLOSED TO A THIRD PARTY UNLESS REQUIRED BY LAW. CUSTOMER'S EXECUTION OF THIS AGREEMENT SHALL CONSTITUTE AUTHORIZATION FOR THE RELEASE OF THIS INFORMATION TO ENGIE. THIS AUTHORIZATION WILL REMAIN IN EFFECT DURING THE INITIAL TERM AND ANY RENEWAL TERM. CUSTOMER MAY RESCIND THIS AUTHORIZATION AT ANY TIME BY PROVIDING WRITTEN NOTICE THEREOF TO ENGIE OR BY CALLING ENGIE AT 1-855-327-6937. ENGIE RESERVES THE RIGHT TO CANCEL THIS AGREEMENT IN THE EVENT CUSTOMER RESCINDS THE AUTHORIZATION.

6. Consumer Protections. The services provided by ENGIE to Customer are governed by the terms and conditions of this Agreement. ENGIE will provide at least 30 days' notice prior to the cancellation of service to Customer. Customer may obtain additional information by contacting ENGIE at 1855-327-6937 or by contacting the Commission at 1-800-858-9277 or in writing at: Illinois Commerce Commission, 527 East Capitol Ave, Springfield, IL 62701.

7 Cancellation. Customer acknowledges that in the event of a cancellation or termination of this Agreement, it may take up to 10 weeks for Customer to return to LDU commodity supply service, and Customer is liable for all ENGIE charges until Customer's switch to the NGC or another supplier is effective. A final bill will be rendered within forty-five (45) days after the final scheduled meter reading or if access is unavailable, an estimate of consumption will be used in the final bill, which will be trued up subsequent to the final meter reading.

8. Agency. Customer hereby designates ENGIE as agent to: (a) arrange and administer contracts and service agreements between Customer and ENGIE and between the interstate pipeline transporters of Customer natural gas supplies; (b) nominate and schedule with the interstate pipeline(s) the transportation of Customer's natural gas supplies to the Delivery Point(s), and with the NGC for the transportation of the Customer's natural gas supplies from the Delivery Points to the Customer's end-use premises, (c) and aggregate Customer's natural gas supplies with such supplies of other customers served by ENGIE to maintain qualification for NGC transportation service and resolve imbalances that may arise during the term of this Agreement. ENGIE as agent for the Customer will schedule the delivery of adequate supplies of natural gas that meet the Customer's city gate requirements as established by the NGC and in response to information provided by the NGC. The Delivery Points for the natural gas transported by interstate pipelines will be the city gate stations of the NGC. ENGIE agrees to arrange for the transportation of the natural gas supplied under this Agreement from the Delivery Points to the Customer's end-use premises. These services are provided on an arm's length basis and market-based compensation is included in the price noted above.

9. Title. Customer and ENGIE agree that title to, control of, and risk of loss of natural gas supplied under this Agreement will transfer from ENGIE to the Customer at the delivery point(s). Customer and ENGIE agree that transactions under this Agreement are originated and consummated outside the jurisdictional limits of the municipality, city, county or other taxing authority where Customer's service address is located. ENGIE will indemnify and hold harmless Customer from all taxes, royalties, fees or other charges incurred before title passes with respect to the natural gas provided hereunder.

10. Warranty. This Agreement, including applicable attachments, as written constitutes the entire Agreement between Customer and ENGIE. ENGIE makes no representations or warranties other than those expressly set forth in this Agreement, and ENGIE expressly disclaims all other warranties, express or implied, including merchantability and fitness for a particular use.

11. Force Majeure. ENGIE will make commercially reasonable efforts to provide natural gas hereunder but ENGIE does not guarantee a continuous supply of natural gas to Customer. Certain causes and events out of the control of ENGIE ("Force Majeure Events") may result in interruptions in service. ENGIE will not be liable for any such interruptions caused by a Force Majeure Event, and ENGIE is not and shall not be liable for damages caused by Force Majeure Events. Force Majeure Events shall include acts of God, fire, flood, storm, terrorism, war, civil disturbance, acts of any governmental authority, accidents, strikes, labor disputes or problems, required maintenance work, inability to access the NGC system, non-performance by the NGC (including, but not limited to, curtailment by the NGC), changes in laws, rules, or regulations of any governmental authority or any other cause beyond ENGIE's control.

12. Limitation of Liability. FOR BREACH OF ANY PROVISION FOR WHICH A REMEDY OR MEASURE OF DAMAGES IS PROVIDED, LIABILITY IS LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER DAMAGES OR REMEDIES ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS PROVIDED, THE LIABILITY OF THE DEFAULTING PARTY IS LIMITED TO DIRECT ACTUAL DAMAGES ONLY AND ALL OTHER DAMAGES AND REMEDIES ARE WAIVED. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY OR INDIRECT DAMAGES IN TORT, CONTRACT UNDER ANY INDEMNITY PROVISION OR OTHERWISE.

13. Contact Information. For customer assistance, you can contact ENGIE at 1-855-327-6937 or in writing at 920 Railroad Ave, Woodmere, NY 11598; the Commission at 1-800-858-9277 or in writing at: Illinois Commerce Commission, 527 East Capitol Ave, Springfield, IL 62701; or your NGC: Consumers Gas at 1-800-322-4158; Liberty Gas at 1-855-872-3242; MidAmerican Energy at 1-888-329-6261; Mt Carmel Public Utility Co at 1-877-262-7036; Nicor Gas Co at 1-888-642-6748; North Shore Gas at

1-866-556-6004; Peoples Gas Illinois at 1-866-556-6001; Ameren Illinois at 1-800-232-2477; Illinois Gas at 1-618-395-8588.

14. Dispute Resolution. In the event of a billing dispute or disagreement involving ENGIE’s service, Customer should contact ENGIE’s Customer Service Center as provided above. Customer must pay the bill in full, except for the specific disputed amount, during the pendency of the dispute. All complaints will be resolved in accordance with applicable law and Commission regulations. Customer may contact the Commission as provided above.

15. Choice of Laws. Venue for any lawsuit brought to enforce any term or condition of this Agreement or to construe the terms hereof shall lie exclusively in the State of Illinois. This Agreement shall be construed under and shall be governed by the laws of the State of Illinois without regard to the application of its conflicts of law principles.

16. Taxes and Laws. Except as otherwise provided in the Agreement or provided by law, all taxes of whatsoever kind, nature and description due and payable with respect to service provided under this Agreement, other than taxes based on ENGIE’s net income, shall be paid by Customer, and Customer agrees to indemnify ENGIE and hold ENGIE harmless from and against any and all such taxes. Customer agrees to provide all documentation and information reasonably requested by ENGIE in order to permit ENGIE to determine the applicable rate at which to tax Customer with respect to services provided under this Agreement. If Customer delays or fails to provide such documentation and information to ENGIE in a timely manner, ENGIE shall apply a tax rate selected at ENGIE’s sole discretion to Customer and, upon ENGIE’s receipt of all necessary documentation and information, ENGIE will adjust the tax rate, if necessary, prospectively and will use reasonable efforts to apply the correct tax rate for any billing period for which tax is owed but has not been collected and forwarded to the appropriate tax authority. ENGIE shall not be required to provide a credit to Customer for any inapplicable and higher tax rate paid by the Customer and

forwarded to the tax authority. In such circumstance, Customer shall proceed to recover such excess tax payment from the tax authority and shall hold ENGIE harmless from liability for any excess taxes not recovered by Customer. This Agreement is subject to present and future legislation, orders, rules, regulations or decisions of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided hereunder.

17. Regulatory Changes. If at some future date there is a change in any law, rule, regulation or pricing structure whereby ENGIE is prevented, or prohibited from carrying out the terms of the Agreement, at its sole discretion ENGIE shall have the right to cancel this Agreement on 30 days’ notice to Customer.

18. Change in Law. In the event that there is a change in law, tariff, regulation, or other requirements of a utility, RTO/ISO, FERC or any other governmental authority and such change results in ENGIE incurring additional costs and expenses in providing the services contemplated herein, such additional costs and expenses shall be the Customer’s responsibility and will be passed through to Customer.

19. Emergency Service. The NGC will respond to leaks and emergencies. In the event of a service interruption or other emergency, Customer should immediately call their local utility: Consumers Gas at 1-800-322-4158; Liberty Gas at 1-855-644-8134; MidAmerican Energy at 1-800-595-5325; Mt Carmel Public Utility at 1-877-262-7036; Nicor Gas at 1-888-642-6748; North Shore Gas at 1-866-556-6005; Peoples Gas at 1-866-556-6002; Ameren Illinois at 1-800-755-5000; Illinois Gas at 1-618-395-8588, and emergency personnel. Customer should then contact ENGIE at 1-855-327-6937.

20. Parties Bound. This Agreement is binding upon the parties hereto and their respective successors and legal assigns.

IN WITNESS WHEREOF, Customer and ENGIE have caused this Agreement to be executed as of the date first set forth above

For ENGIE Power & Gas LLC

DocuSigned by:
Signature: Michael Reiss
3631DE7CA165472...

Print Name: Michael Reiss

Title: compliance. MR Date: 2/17/2023 | 10:09 AM EST

For Prospect Heights School District 23

DocuSigned by:
Signature: Amy McPartlin
75573DED49C941A...

Print Name: Amy McPartlin

Title: Asst. Supt. for Finance Date: 2/15/2023

Schedule A – Utility Account Details

Account Number	LDC	Account Name	Service Address	Tax Type	Rate Class
2305540000	Nicor Gas	Prospect Heights School District 23	1 N SCHOENBECK RD PROSPECT HEIGHTS, IL, 60070-1435	Commercial	
5274170000	Nicor Gas	Prospect Heights School District 23	700 N SCHOENBECK RD PROSPECT HEIGHTS, IL, 60070-1231	Commercial	
6274170000	Nicor Gas	Prospect Heights School District 23	700 N SCHOENBECK RD PROSPECT HEIGHTS, IL, 60070-1231	Commercial	
7274170000	Nicor Gas	Prospect Heights School District 23	700 N SCHOENBECK RD PROSPECT HEIGHTS, IL, 60070-1231	Commercial	

Schedule B – Base Load Usage

Account Number	LDC	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Annual
2305540000	Nicor Gas	49	51	52	58	55	41	35	35	43	47	43	72	581 Therms
5274170000	Nicor Gas	660	687	392	190	134	189	221	500	571	624	603	861	5,632 Therms
6274170000	Nicor Gas	319	429	370	369	274	171	150	126	201	260	247	307	3,223 Therms
7274170000	Nicor Gas	35	38	37	41	35	28	22	23	29	36	38	36	398 Therms
Total Volumes		1,063	1,205	851	658	498	429	428	684	844	967	931	1,276	9,834



Billing Address

Customer Name	Prospect Heights School District 23
C/O (Management Company)	
Billing Address	700 N. Schoenbeck Rd. Prospect Heights, IL, 60070

Management Company

Main Phone	
Contact Name	
Direct Phone	
Fax	
Email	

Accounts Payable

Contact Name	Lorrie Ellison
Contact Phone	847-870-5559
Fax	
Email	lellison@d23.org