

General Transportation Service Contract

V7.1-NICOR 74(m)

FOR OFFICE USE ONLY: 289

Seller: Interstate Gas Supply, LLC

Attn: Commercial & Industrial Sales, 6100 Emerald Parkway, Dublin, OH 43016

Fax: 855-598-1898

Phone: 877-923-4447

Buyer: Lincolnwood School District No 74

Contact Name: Courtney
Whited

Confirmation Email: cwhited@sd74.org

Phone: 847-675-8234

Fax:

Mailing: 6950 N East Prairie Rd

City
LincolnwoodState
ILZip
60712

Billing: Same as Mailing

Facility: See Exhibit A

Account Number: See Exhibit A

or ☒ see attached Exhibit A (the "Accounts")

This Contract is subject to the attached General Transportation Service Master Terms and Conditions, which are incorporated in their entirety herein.

Local Distribution Company ("LDC"): NICOR

Initial Term Monthly Tolerance: 20%

Initial Term:	The Initial Term of this Contract will begin with the <u>August</u> <u>2026</u> billing cycle, and it will continue through the <u>July</u> <u>2028</u> billing cycle.
Renewal:	Upon expiration of the Initial Term, this Contract will automatically terminate unless renewed by agreement of the Parties, renew on a month-to-month basis, with each such month constituting a "Secondary Term." Any automatic renewal may be cancelled by Buyer or Seller delivering written notice to the other party at least 30 days before the automatic renewal date. The automatic renewal date will be the first calendar day of the month at the end of the applicable Term. Because Seller needs to contract for supply and transportation in advance, Buyer's early termination of any Account under this Contract will harm Seller.
Contract Price:	☐ Option 1: Variable Price The price per DTH delivered to the LDC's city gate for all gas delivered between 80% and 120% of the Full Contract Volumes (as set forth in the table below) will be determined monthly by the applicable NYMEX settlement price plus \$ _____ per DTH. This Contract Price does not include LDC distribution/transportation charges or applicable taxes. All gas delivered outside of 80% to 120% of the Full Contract Volumes will be invoiced as described in Sections 8 & 9 in the attached Terms and Conditions. The price during any Secondary Term will be as described under the Renewal Variable Price in the attached Terms and Conditions. Subject to credit approval, Buyer may request the Fixed Price or Partial Fixed Price option. ☒ Option 2: Fixed Price Beginning with the <u>August</u> <u>2026</u> billing cycle and continuing through the <u>July</u> <u>2028</u> billing cycle (the "Price Expiration Date"), the price per DTH delivered to the LDC's city gate for all gas delivered between 80% and 120% of the Full Contract Volumes (as set forth in the table below) will be fixed at \$ <u>4.963</u> per DTH. This Contract Price does not include LDC distribution/transportation charges or applicable taxes. All gas delivered outside of 80% to 120% of the Full Contract Volumes will be invoiced as described in Sections 8 & 9 in the attached Terms and Conditions. The price after the Price Expiration Date and during any Secondary Term will be as described under the Renewal Variable Price section in the attached Terms and Conditions. ☐ Option 3: Partial Fixed Price Beginning with the August 2026 billing cycle and continuing through the July 2028 billing cycle (the "Price Expiration Date"), the price per DTH for Partial Fixed Volumes (as set forth in the table below) delivered to the LDC's city gate will be fixed at \$ _____ per DTH. This Contract Price does not include LDC distribution/transportation charges or applicable taxes. All gas delivered below the Partial Fixed Volumes will be invoiced as described in Section 9. All gas delivered in excess of the Partial Fixed Volumes will be priced as described in Option 1 above. The price after the Price Expiration Date and during any Secondary Term will be as described under the Renewal Variable Price section in the attached Terms and Conditions.

Early Termination Damages: See Section 13

Contract Volumes in DTH at LDC's City Gate

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Full Contract Volumes	2,185	2,270	1,736	1,011	418	68	42	39	77	547	1,503	1,855
Partial Fixed Volumes												

This Contract may be signed in counterparts. If Buyer and Seller execute more than one Contract with respect to any Accounts, the terms of the most recent Contract will supersede and take priority over all previous Contracts with regard to the same Accounts. Any signature on this Contract and any Exhibit A will be considered valid for all purposes and have the same effect whether it is an ink-signed original, e-signed, a photocopy, or a facsimile representation of the original document.

The signers below personally certify that they have all requisite authority to sign and enter into this Contract, including the attached Terms and Conditions and any Exhibit A, on behalf of the parties identified next to their signatures. Further, they acknowledge that on behalf of their respective parties, they have read, understood, and voluntarily agreed to every provision of this Contract, the attached Terms and Conditions, and any Exhibit A.

Accepted by Buyer:

Name:

Title

Date

Accepted by Seller:

Name: Jonathan Liba

Sr. Director, C&I Acct. Mgmt.

Title

Date

General Transportation Service Master Terms and Conditions

These Master Terms and Conditions ("Terms and Conditions") set forth the general terms and conditions for the retail sale and purchase of natural gas between Seller and Buyer. The specific terms with respect to Buyer's Accounts will be set forth on Page 1. These Master Terms and Conditions, the specific terms set forth on Page 1, and any Exhibits form a written agreement between Seller and Buyer ("Contract").

1. Definitions.

Adjusted Volumes. LDC's adjustment of Buyer's Reported Volumes to match actual consumption for previous months. **Critical Day.** An operational order issued by the LDC to protect the operational integrity of the system.

Critical Day. An operational order issued by the interstate pipeline serving the LDC and/or the LDC to protect the operational integrity of the system.

Daily Contract Volumes. Buyer's Full Contract Volumes as listed on Page 1 divided by number of days in the applicable month.

Delivery Point. The point at which Seller delivers natural gas supply on behalf of Buyer.

Full Contract Volumes. The estimated volume of gas for Buyer's Accounts as set forth on Page 1.

LDC Transportation Charges. LDC's distribution/transportation charges, retainage, and applicable BTU conversions from the Delivery Point to Buyer's point of use.

Market Rate. A price reflective of the then current market rate as determined by NYMEX, Intercontinental Exchange (ICE) Data Service, Inside FERC, Gas Daily's Gas Market Report, or any combination thereof, for the area in which deliveries are made to Buyer.

Maximum Storage Withdrawal. The maximum quantity of gas an Account may pull from storage for delivery during a Critical Day.

Monthly Tolerance. The monthly tolerance percentage listed on Page 1, which is the permissible range of variation more than or less than the monthly Full Contract Volumes on Page 1 in which range the Contract Price within Monthly Tolerance will apply.

Partial Fixed Volumes. A portion of Buyer's estimated volume of gas as set forth on Page 1.

Reported Volumes. Buyer's consumption reported to Seller by the LDC, based on either an actual meter read performed by the LDC or based upon estimates made by the LDC.

2. Natural Gas Supply. Seller will supply and deliver gas to the Delivery Point for all Accounts in sufficient quantities to equal Buyer's monthly Reported Volumes at the applicable Price as set forth on Page 1 of this Contract. Seller will be responsible for making deliveries of all Reported Volumes. Buyer agrees that Seller will be the exclusive supplier of natural gas to the Accounts throughout each Term of this Contract. Buyer will accept and pay for all deliveries according to this Contract. Buyer appoints Seller to act as Buyer's agent for the sole purpose of establishing and administering transportation service for gas purchased under this Contract. Seller is authorized to establish gas transportation service on Buyer's behalf, which includes the following: requesting gas transportation service with the LDC; obtaining Buyer's historic and current usage data; nominating gas transportation volumes on Buyer's behalf; and obtaining from the LDC any and all pertinent information pertaining to prior or current month gas deliveries to Buyer. Buyer understands that there may be delays in starting gas supply due to the LDC's enrollment requirements and will not hold Seller responsible for any such delays.

3. Volumes During Critical Day. Regardless of Monthly Volume, if a Critical Day is issued, Seller will be responsible for allocating up to 100% of Buyer's Daily Contract Volumes, not inclusive of the Maximum Storage Withdrawal, at the Contract Price. If Buyer's actual usage requirements are greater than the Daily Contract Volumes and the Maximum Storage Withdrawal, Seller will use commercially reasonable efforts to supply the additional gas required at the then current Market Rate. Buyer may be responsible for the additional costs associated with exceeding the Maximum Storage Withdrawal.

4. Full Contract Volumes. Buyer has reviewed the Full Contract Volumes listed on Page 1 and agrees the Full Contract Volumes are accurate estimates of Buyer's monthly volumes. Buyer acknowledges that Seller has relied on Buyer's review and agreement with the Full Contract Volumes in entering this Contract.

5. Quality. All gas delivered by Seller to Buyer will meet or exceed the quality specifications of the LDC.

6. Title, Transportation Charges. Title and risk of loss will pass from Seller to Buyer at the Delivery Point. Seller will be responsible for all transportation costs and expenses associated with the gas prior to (upstream of) the Delivery Point. Buyer acknowledges that Buyer is responsible for all other transportation and distribution charges, which are not included in the Contract Price and which will be billed by the LDC separately, unless Seller and Buyer

agree, in writing, otherwise. Seller represents and warrants that title to gas delivered hereunder is free from all liens.

7. Billing. After the LDC provides Seller with Reported Volumes or Adjusted Volumes, Seller will prepare and send an invoice to Buyer. Buyer agrees that all payments to Seller are due at the time service is rendered. Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.). However, if Buyer pays each monthly invoice in full on or before the 20th calendar day following the invoice date, Seller will consider the payment timely. Buyer will remit all payments to Seller addressed to: IGS Energy, PO Box 936626, Atlanta, GA 31193-6626. Late charges will apply for all past-due amounts at a rate of 1.5% per month. Buyer will pay the LDC directly for all LDC Transportation Charges. If Buyer disputes any Reported Volumes, Buyer must timely pay the disputed invoice, in full, and pursue any volume disputes with the LDC.

8. Excess Volumes. All volumes in excess of 120% of the Full Contract Volumes will be priced at the then-current Market Rate, plus a service fee.

9. Shortfall Volumes.

Variable Price & Fixed Price. If the Buyer has selected a Variable or Fixed Price on Page 1, Buyer will be invoiced based upon 80% of the Full Contract Volumes at the Contract Price, with a credit for the usage shortfall. The credit will be equal to the usage shortfall multiplied by the then-current Market Rate per MMBtu.

Partial Fixed Price. If Buyer has selected a Partial Fixed Price on Page 1, Buyer will be invoiced for the Partial Fixed Volumes at the Partial Fixed Price, with a credit for the usage shortfall. The credit will be equal to the usage shortfall multiplied by the Market Rate.

10. Adjusted Volumes. Buyer agrees that Seller has no control over Adjusted Volumes and acknowledges that the LDC removes or delivers the Adjusted Volumes from or to Seller in the month of adjustment. Adjusted Volumes will be deemed Reported Volumes in the month of adjustment.

11. ~~Renewal Variable Price~~ Intentionally Omitted. ~~The price after the Price Expiration Date or for each Secondary Term will be determined monthly by the index price of gas delivered to the applicable Delivery Point, plus transportation, demand charges, shrink/fuel, Btu conversion, pooling fees, and a service fee. The price will not include the applicable taxes or LDC Transportation Charges. Monthly Tolerance does not apply to the Renewal Variable Price.~~

12. ~~Credit.~~ ~~Upon Seller's reasonable request, Buyer will provide to Seller financial statements and other credit-related information, all of which will be treated as confidential by Seller. If Seller reasonably deems Buyer's financial condition inadequate to extend credit, Seller may require security sufficient to cover volumes for the two largest months' Full Contract Volumes. The security will be in the form of either a deposit or an irrevocable letter of credit. Furthermore, if Buyer: (a) becomes a debtor in a bankruptcy proceeding, or (b) breaches any payment obligation or any other obligation to Seller (including any obligation to provide security as provided above), then Seller may suspend deliveries and/or terminate this Contract 10 days after delivering written notice to Buyer. Seller's rights under this Credit section are in addition to all other remedies available under this Contract, applicable law, and in equity.~~

13. Early Termination Damages. The prevailing party in any lawsuit under this Contract will be entitled to collect from the breaching party the prevailing party's costs of enforcing this Contract, including reasonable attorneys' fees and all other litigation expenses. For each Account that is terminated early, damages will be equal to the positive difference, if any between the Contract Price minus the Market Rate, multiplied by the Full Contract Volumes apportioned to the terminated Account(s) and remaining under the then-current Term.

14. Cross Default. If Buyer is a party to one or more other natural gas or electricity supply contracts with Seller, a breach by Buyer under such other contract(s) may be treated by Seller as a breach by Buyer of this Contract.

15. Limitation of Liability. Seller will not be liable for any losses arising from Buyer's use of natural gas or for losses arising from any act or omission by any pipeline or the LDC, including but not limited to their operations and maintenance of their systems, any disruption of their service, termination of their service, their events of force majeure, or deterioration of their service. Except as otherwise set forth in this Contract, neither party will be liable for any indirect, consequential, special, or punitive damages, whether arising

under contract, tort (including negligence and strict liability), or any other legal theory.

16. **Regulatory.** Seller may pass through to Buyer any additional charges/fees imposed on suppliers through a regulatory and/or utility proceeding.

17. **Relationship of Parties.** Buyer will make decisions regarding pricing and volumes in Buyer's sole discretion, with or without advice or recommendation from Seller, and Seller will not be liable for Buyer's acting or failing to act upon Seller's advice or recommendations.

18. **Assignment.** This Contract may be assigned by Buyer only with express written consent of Seller, which consent will not be unreasonably withheld, delayed, or conditioned.

19. **Waiver.** No failure to enforce any provision of this Contract will be deemed a waiver of any right to do so, and no express waiver of any breach will operate as a waiver of any other breach or of the same breach on future occasion.

20. **Choice of Law, Jurisdiction, Venue & Jury Trials.** This Contract will be governed by the applicable laws of the State of ~~Ohio~~**Illinois**, without regard to ~~Ohio's - Illinois'~~ principles of conflicts of law. All legal actions involving all disputes arising under this contract will be brought exclusively in ~~a court of the Circuit Court of Cook County, Illinois, and Seller hereby submits to the jurisdiction of that court~~**State of Ohio sitting in Franklin County, Ohio, or in the United States District Court for the Southern District of Ohio sitting in Columbus, Ohio**, and each party waives all objections to jurisdiction and venue therein. Buyer and Seller irrevocably waive all of their rights to a trial by jury in any legal action related to this Contract.

21. **Severability.** If any provision of this contract is held unenforceable by any court having jurisdiction, no other provisions will be affected, and the court will modify the unenforceable provision (consistent with the intent of the parties as evidenced in this Contract) to the minimum extent necessary so as to render it enforceable.

22. **Entire Agreement.** This Contract, including these Terms and Conditions and any Exhibits, contain the entire agreement between Seller and Buyer regarding the Accounts under this Contract, and it supersedes all prior and contemporaneous written and oral agreements and understandings between them with respect to the Accounts. This Contract cannot be modified in any way except by a writing signed by both Seller and Buyer.

Exhibit A to General Transportation Service Contract Form V7.1-NICOR 74
Account Numbers & Facility Addresses

Seller: Interstate Gas Supply, LLC
Buyer: Lincolnwood School District No 74

Following are the Account/Meter Numbers and Addresses included under the above-mentioned contract between Seller and Buyer:

	Account Number	Service Address	Service City	Service State	Service Zip Code
1	2345840000	5855 N Crawford Ave	Lincolnwood	IL	60712
2	8235840000	6950 N East Prairie Rd	Lincolnwood	IL	60712
3	9235840000	3925 W Lunt Ave	Lincolnwood	IL	60712

AGREED.

Accepted by Buyer:	_____	_____	_____
	Name:	Title	Date
Accepted by Seller:	_____	Sr. Director, C&I Acct. Mgmt.	_____
	Name: Jonathan Liba	Title	Date