

**Electricity Purchase Contract**

**Industrial V3.5-IL(m)**

FOR OFFICE USE ONLY: 289

**Seller: Interstate Gas Supply, LLC**

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

Fax: 614-659-5126

Phone: 877-923-4447

**Buyer: Lincolnwood School District 74**

**Contact Name** Courtney Whited

**Confirmation Email** cwhited@sd74.org

**Phone** 847-675-8234

**Fax**

Street Address

City

State

Zip

**Mailing** 6950 N East Prairie Rd

Lincolnwood

IL

60712

**Billing** Same as Mailing

**Facility** See Exhibit A

**Account Number/s** See Exhibit A

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

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

<b>Electric Distribution Company ("EDC"):</b>	Commonwealth Edison ("ComED")
<b>Purchase Price:</b>	<p><b>Subject to Price Adjustment Provisions, and Regulatory language in the attached Electricity Supply Master Terms and Conditions, Buyer's Price:</b></p> <p><input checked="" type="checkbox"/> Fixed Price: Price will remain \$ _____ per kilowatt hour (kWh). The price will not include applicable taxes or EDC service and delivery charges, which will be billed by the EDC.</p> <p>Because Seller needs to contract for supply and transportation in advance, Buyer's early termination of any Account under this Contract will harm Seller.</p>
<b>Initial Term:</b>	The Initial Term of this Contract will begin with the _____ EDC billing cycle, and it will continue through the _____ EDC billing cycle.
<b>Renewal:</b>	This Contract will terminate upon the expiration of the Initial Term unless renewed by agreement of the Parties. There shall be no automatic renewal.
<b>Early Termination Damages:</b>	For each Account that is terminated early, damages will be equal to the positive difference, if any, between the Purchase Price minus the then-current market price, multiplied by the "Contract Volumes" (defined below) as apportioned to the terminated Account(s) and remaining under the then-current Term. The "Contract Volumes" are calculated using each Account's historical monthly consumption, as provided to Seller by the EDC, multiplied by weather normalization factors and are set forth in the table below. The Contract Volumes will be used for determining early termination damages under this Contract. Buyer is not otherwise obligated to accept/consume the Contract Volumes on a monthly or annual basis.

**Contract Volumes in kWh**

Month	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sept	Oct	Nov	Dec
	144,729	134,954	152,409	155,710	179,251	170,398	196,187	242,066	213,093	152,995	152,639	152,301

This Contract, including any Exhibit(s) may be signed in counterparts. If Buyer and Seller execute more than one Contract with respect to any Account(s), the terms of the most recent Contract will supersede and take priority over all previous Contracts with regard to the same Account(s). Any signature on this Contract and any Exhibit(s) 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 **Title** Sr. Director, C&I Acct. Mgmt. **Date** \_\_\_\_\_

## Electricity Supply Master Terms and Conditions

These Master Terms and Conditions (the "Terms and Conditions") set forth the general terms and conditions for the retail sale and purchase of electricity 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 (the "Contract").

1. **Eligibility.** This Contract is exclusively for mercantile customers that consume more than 700,000 kWh per year or are part of a national account involving multiple facilities in one or more states. Buyer is designated as a mercantile customer.
2. **Electricity Supply.** Seller will supply and deliver to Buyer the full electricity requirements for all Accounts under this Contract and Buyer will accept and pay for all such deliveries according to this Contract. Seller will act as Buyer's agent for the limited purposes of working with the Buyer's retail transmission organization/independent system operator ("RTO/ISO") and Buyer's EDC in order to (a) obtain the Accounts' usage, billing, and payment histories; (b) effect the transfer of electricity supply service to Seller; and (c) perform Seller's obligations under this Contract. Buyer will execute all documents and be responsible for all services and equipment required by the EDC in order for Buyer to receive service under this Contract. Buyer understands that there may be delays in starting electricity supply due to the EDC's enrollment requirements and will not hold Seller responsible for any such delays.
3. **Price Adjustment Provisions.** Except as otherwise set forth on Page 1 of this Contract and where applicable: (a) Seller will adjust Buyer's price for any changes, positive or negative, to Buyer's NITS rate as assessed by Buyer's EDC and/or RTO/ISO; and (b) Seller may pass through to Buyer any non-NITS transmission charge resulting from changes to Buyer's transmission rate as assessed by Buyer's EDC and/or RTO/ISO, any transmission charge resulting from changes to Buyer's network service peak load tag [including network integration transmission service ("NITS")] as assessed by Buyer's EDC and/or RTO/ISO; and/or any capacity charge resulting from changes to Buyer's capacity tag as assessed by Buyer's EDC and/or RTO/ISO. For the avoidance of doubt, none of the foregoing price adjustments will be deemed New Charges under the Regulatory section herein.
4. **Energy Efficiency/Onsite Generation/EV Charging.** If there is (a) a material decrease in Buyer's usage due to energy efficiency improvements and/or onsite generation or (b) a material increase in Buyer's usage due to electric vehicle charging, which results in losses to Seller, Seller may pass through to Buyer such losses. For the avoidance of doubt, none of the above-described losses will be deemed New Charges under the Regulatory section herein.
5. **Intentionally Deleted.**
6. **Billing & Payment.** The EDC will issue consolidated monthly invoices which will contain Seller's electricity charges, plus applicable taxes and all of the EDC's distribution and other applicable charges. Buyer will pay to the EDC the entire amount of each electric bill under the EDC's payment terms and conditions. Late charges will apply for all past-due amounts owed to Seller at the rate set forth in the EDC's tariff for its charges. Seller reserves the right to invoice Buyer directly for: (a) Seller's charges only, plus applicable taxes; or (b) for the EDC's charges, as well as Seller's charges, plus all applicable taxes. Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.). The EDC is solely responsible for reading Buyer's meter(s), and all disputes that Buyer has with respect to meter readings and related adjustments will be addressed by Buyer solely to the EDC.
7. **Credit.** If Buyer (a) becomes a debtor in a bankruptcy proceeding; or (b) breaches any payment obligation or any other obligation to Seller, 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.
8. **Damages.** Seller may hedge its obligations under this Contract by purchasing electricity and related transportation, as well as electricity futures and/or swaps, or any combination thereof. If (a) Buyer terminates any or all Accounts under this Contract before the expiration of any Term; or (b) Seller terminates this Contract as to any or all Accounts before the expiration of any Term as a result of Buyer's breach of this Contract, or (c) the EDC terminates any or all Accounts under this Contract before the expiration of any term as a result of late or non-payment, then Buyer will pay Seller damages calculated as set forth in the Early Termination Damages section on Page 1. Seller may increase the price charged to Buyer for Accounts that have not breached in order to cover the damages described above; in such instance, Seller will send to Buyer an informational invoice to supplement the EDC's bill. If Buyer transfers service to the EDC, Buyer may be charged a price other than the EDC's standard rate. Nothing in this Damages section limits Buyer's obligation to pay for all delivered electricity as metered by the EDC. If Seller fails to perform its delivery obligations under this Contract, Seller will pay to Buyer an amount equal to the positive difference, if any, between Buyer's reasonable cost of cover minus the then-current Contract price for all electricity Seller failed to deliver.
9. **Cross Default.** If Buyer is a party to one or more 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.
10. **Limitation of Liability.** Seller will not be liable for any losses arising from Buyer's use of electricity or for losses arising from the EDC, including but not limited to: their operations and maintenance of their system, 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.
11. **Warranty.** Seller warrants that all electricity delivered to the EDC for its distribution to Buyer will meet the EDC's quality standards and that title to such electricity is free from liens and adverse claims. Seller makes no other warranties or representations of any kind, express or implied, including any warranty of merchantability or warranty that the goods are fit for a particular purpose.
12. **Regulatory.** The retail electric choice program is subject to ongoing utility commission, RTO/ISO, and EDC jurisdiction. During the Initial Term, your price will remain the same; provided, however, that Seller may pass through to Buyer's price any new or additional charges, or changes in the calculation of charges imposed on suppliers or their customers through a change in governing law or commission, RTO/ISO, or EDC proceeding (collectively, "New Charges"), but only to the extent that those New Charges, alone or when added together over the course of the Initial Term of this contract, exceed \$0.001 per kWh of Seller's non-commodity cost. New Charges may cause your price to vary during the Initial Term. Seller will deliver to Buyer written notice at least 30 days before passing through any New Charges. If a change in governing law, regulation, or rule physically prevents or legally prohibits Seller from performing under this Contract, then either party may terminate this Contract without penalty.
13. **Relationship of Parties.** Buyer will make decisions regarding pricing and volumes in Buyer's sole discretion and will confirm all expiration/termination dates of any existing contract terms, 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.
14. **Assignment.** This Contract or any accounts hereunder may be assigned by Buyer only upon the written assumption of the assignee and with express written consent of Seller, which consent will not be unreasonably withheld, delayed, or conditioned.
15. **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 operate as a waiver of any other breach or of the same breach on future occasions.
16. **Choice of Law, Jurisdiction, Venue & Jury Trials.** This Contract will be governed by the applicable laws of the State of Illinois, without regard to Illinois's principles of conflicts of law. All legal actions involving all disputes arising under this Contract will be brought exclusively in the Circuit Court of Cook County, Illinois, and Seller hereby submits to the jurisdiction of that court. Buyer and Seller waive all of their rights to a trial by jury in any legal action related to this Contract.
17. **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.
18. **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 those accounts. This Contract cannot be modified in any way except by a writing signed by both Seller and Buyer.

**Exhibit A to Electricity Purchase Contract Form Industrial V3.5-IL  
Account Numbers & Facility Addresses**

**Seller:** Interstate Gas Supply, LLC  
**Buyer:** Lincolnwood School District 74

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

<b>Utility</b>	<b>Street Address</b>	<b>City</b>	<b>State</b>	<b>Zip</b>	<b>Account No:</b>
1 COMED	6950 N East Prairie Rd	Lincolnwood	IL	60712	0261517006

**AGREED.**

**Accepted by Buyer:**

\_\_\_\_\_  
**Name:** \_\_\_\_\_ **Title** \_\_\_\_\_ **Date** \_\_\_\_\_

**Accepted by Seller:**

\_\_\_\_\_  
**Name:** Jonathan Liba **Title** Sr. Director, C&I Acct. Mgmt. **Date** \_\_\_\_\_