



## Natural Gas Choice Master Agreement

Master Agreement # MS1928

This Natural Gas Choice Master Agreement, hereinafter referred to as "Agreement", entered into by and between NextEra Energy Services Midwest, LLC ("Seller") and Customer identified below ("Customer"), from time to time referred to individually and collectively as "Party" and "Parties", as of October 27, 2026 ("Effective Date") establishes legally binding terms and conditions to govern the sale and purchase of natural gas ("Gas") delivered by Seller 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".

| Customer Contact Information                              | Billing Contact Information                               |
|-----------------------------------------------------------|-----------------------------------------------------------|
| Customer Name: <b>Prospect Heights School District 23</b> | Customer Name: <b>Prospect Heights School District 23</b> |
| Contact Name: Amy McPartlin                               | Contact Name: Amy McPartlin                               |
| E-Mail Address: amcpartlin@d23.org                        | E-Mail Address: amcpartlin@d23.org                        |
| Address: 700 N SCHOENBECK RD C/O DIST OFFICE              | Address: 700 N SCHOENBECK RD C/O DIST OFFICE              |
| City / State / Zip: Prospect Heights, 60070               | City / State / Zip: Prospect Heights, 60070               |
| Phone Number: 847-870-5552                                | Phone Number: 847-870-5552                                |
| Facsimile Number:                                         | Facsimile Number: <b>Federal Tax ID #</b>                 |

**1. Gas Sale and Purchase:** This Agreement is intended to facilitate purchase and sale transactions of Gas from Seller to Customer. The terms of any transactions for the sale and purchase of Gas between the Parties shall be set out in a fully executed confirmation ("Confirmation") between the Parties from time to time.

**2. Agency:** The Customer authorizes Seller 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 Seller will transfer Customer's natural gas supply from any public utility or alternative gas supplier that may be serving the Customer. Customer understands it may be subject to cancellation or termination fees from a public utility or an alternative gas supplier by terminating an existing contract.

**3. Term:** For purposes of this Agreement, Seller shall begin providing service on the date that Customer's local distribution service ("LDC") establishes service for Customer as determined by Customer's LDC until terminated in accordance with the terms herein. Upon termination, this Agreement shall continue to apply to all Confirmations then in effect until the obligations pursuant to the Confirmations are completed.

**4. Rescission Period:** THE LDC 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 SELLER AS SPECIFIED IN SECTION 15 BELOW OR THE LDC.

**5. Supplier's and LDC's Role:** Subject to the terms, conditions, and limitations set forth herein, Seller agrees to sell and cause to be delivered to Customer and Customer agrees to purchase and receive from Seller natural gas for the Customer facilities ("Accounts") listed on a Confirmation. The LDC will deliver the natural gas to the Account(s) and shall invoice and collect Seller's charges. The LDC's billing and payment procedures shall apply in accordance with the applicable tariff, including but not limited to, the LDC's right to assess late payment fees. Seller 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 Seller is true and correct. Customer will subscribe to and make payment for any and all reasonable and necessary LDC charges. In addition to the price, as set out in a Confirmation, Customer will also be responsible for paying LDC'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. In the event Customer's facilities lack any equipment required by Customer's LDC necessary for Customer to receive Gas and services from Seller, Customer will install, or cause to be installed, make payment for and maintain said equipment. Customer will provide periodic meter readings to Seller upon request. Customer will also provide Seller with reasonable, advance written notice of any events and/or operational changes that may affect Customer's Gas usage.

**7. Default:** If Customer does not comply with any terms of this Agreement or any Confirmation (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, Seller may suspend performance or may terminate this Agreement and all Confirmations on reasonable notice. If Seller terminates this Agreement pursuant

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to this paragraph, Customer is responsible for any, other costs or damages incurred by Seller, including, but not limited to, administrative costs, and reasonable attorney's fees incurred by Seller. Such commercially reasonable costs and losses shall be: (i) the product of (A) total contracted quantities in the unexpired portion of the term of any Confirmations and (B) 110% of Seller's expected margin for the transactions under the Confirmations; plus (ii) any costs associated with liquidating, terminating the supply arrangements underlying the transactions under a Confirmation; and (iii) any administrative costs, and reasonable attorney's fees incurred by Seller (collectively the "Settlement Amount"). This Settlement Amount will be due within five (5) business days after Seller has notified the Customer of the Settlement Amount. If at the time of termination there are no Confirmations outstanding no Settlement Amount will be due. Notwithstanding the foregoing, if Customer's usage does not exceed 5000 therms in any calendar year during the term of any affected Confirmation, then the termination amount shall be \$50 for such Confirmation. If Seller is subject to an event of default, and Customer terminates this Agreement or any affected Confirmation in no event will Seller's liability under this Agreement and any Confirmations exceed the difference between the price of the gas not delivered and the reasonable replacement cost for such gas.

**8. Early Termination:** If Customer terminates a Confirmation prior to the end of the term or any renewal term of the Confirmation, then Customer will pay Seller the costs associated with such early termination. Such commercially reasonable costs shall be calculated by Seller. 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 Seller has notified the Customer of the settlement amount. Notwithstanding the foregoing, if Customer's usage does not exceed 5000 therms in any calendar year during the term of any affected Confirmation, then the termination amount shall be \$50 for such Confirmation.

**9. Payment & Tax Considerations:** Any payment not received by Seller or the LDC 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 (1.5%) 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 Effective Date.

**10. Credit Requirements:** Customer shall make credit arrangements satisfactory to Seller, which may include providing a deposit, prepayments, letter of credit, or other security as requested by Seller within five (5) days of the receipt of Seller's request. Seller reserves the right to request such credit arrangements or updates or revisions to such credit arrangements at any time before or during the Term. In the event Customer (i) makes an assignment or any general arrangement for the benefit of creditors; (ii) defaults in the payment or performance of any obligation under this Agreement; (iii) files 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; or (iv) otherwise becomes bankrupt or insolvent; (v) becomes unable to pay its debts as they become due; or (vi) fails to provide Seller with adequate assurances that Seller 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 then Seller, without prior notice, may suspend or withhold its performance hereunder or terminate this Agreement, and any Confirmation in addition to any and all other remedies available herein or pursuant by law.

**11. Utility Tariffs & Regulations:** If any regulatory changes arise that may adversely affect Seller's 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 Seller to perform hereunder, then Seller may, at its sole discretion, amend or terminate this Agreement and any or all Confirmations, upon written notice to Customer.

**12. Title:** Unless otherwise specifically agreed, title to the Gas shall pass from Seller to Customer at the city gate, where the Gas is delivered into the LDC's distribution system delivery point(s). Seller 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 the Gas at and after its delivery to Customer at the delivery point(s). Seller 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. Miscellaneous:**

(a) The term "Agreement" means this Agreement and any and all applicable Confirmations which are incorporated herein by reference, and which shall form one agreement. This Agreement constitutes the entire agreement between the Parties and supersedes any and all other agreements, discussions and/or understandings (whether written or oral) regarding the transactions subject hereto.

(b) This Agreement will inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. Seller may assign this Agreement or any of its rights or obligations without the prior written consent of the Customer. Customer may not assign or otherwise transfer its rights hereunder without Seller's prior written consent, which shall not be unreasonably withheld. In the event Customer transfers and/or assigns this Agreement, sells its business and/or changes its legal name, Customer shall be obligated to pay all commodity costs and other charges incurred hereunder (including, but not limited to, natural gas consumed by the assignee and/or new owner) until such time as Seller and the applicable LDC are notified of such assignment, sale and/or name change and approve of such transfer and/or assignment as applicable. In the event of a name change, Customer agrees to take any and all steps as may be required by the applicable LDC to continue as Seller's Customer.

(c) 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. Venue for the resolution of any dispute between the parties shall be in the Circuit Court in DuPage County, Illinois. Both Seller and Customer waive the right to a jury trial in any action brought by either Seller or Customer against the other.

- (d) Both Parties agree not to disclose any term of this Agreement to a third-party (other than to its 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.
- (e) Neither party shall be liable to the other for any damages caused or occasioned by force majeure.
- (f) Seller 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 as defined and specified by Customer's LDC, which are caused by Seller's failure to perform under the terms of this Agreement, subject to Sections 5 and 7.
- (g) Customer shall indemnify and hold Seller 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.
- (h) In the event that Seller incurs any additional costs relating directly to Customer's account because of any action taken by Customer or any action not taken by Customer that Customer should have taken under this Agreement, then Seller, may invoice Customer for those additional charges.
- (i) In the event Seller is directed by Customer's LDC to either increase or decrease gas deliveries as a result of a "Critical Day" or an "Operational Flow Order" 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 Seller as a result of Seller's compliance with said Customer's LDC directive as applied to Customer's account.
- (j) 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.

**14. Limitations:** Customer agrees that the express remedies and measures of damages provided in this Agreement satisfy its essential purpose(s). If an express remedy is provided, that remedy is the sole and exclusive remedy. EXCEPT WITH RESPECT TO THE REMEDY EXPRESSLY PROVIDED HEREIN, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY, OR ANYONE CLAIMING BY THROUGH OR UNDER SUCH PARTY, FOR ANY DAMAGES OTHER THAN DIRECT DAMAGES, INCLUDING BUT NOT LIMITED TO SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, OR PUNITIVE DAMAGES, LOST PROFITS, OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION, OR OTHERWISE AND ALL OTHER REMEDIES ARE WAIVED. These limitations apply even if the damages result from a Party's negligence, whether sole, joint, concurrent, active, or passive. To the extent any damages required to be paid are liquidated, the Parties acknowledge that the damages are difficult or impossible to determine. Acknowledging the limitation of damages to only direct damages set forth herein and notwithstanding anything to the contrary contained herein, in no event will Seller's liability to Customer, arising out of or related to this Agreement ever exceed the lesser of (x) \$10,000 or (y) \$1,000 per month of Gas service remaining on the Confirmation(s).

**15. Customer Service & Contact Information:** Customer may contact Seller by calling 1-888-955-1920, at Seller's website <https://www.nexteraenergyservices.com>, by writing to NextEra Energy Services Midwest, LLC, Attn: Customer Service, 850 East Diehl Road, Suite 142, Naperville, Illinois 60563, or by sending an e-mail to [NaturalGas@nexteraenergyservices.com](mailto:NaturalGas@nexteraenergyservices.com). Customer may file complaints or concerns with the Illinois Commerce Commission at 527 E. Capitol Ave. Springfield, IL 62701 or by calling toll free at 1 (800)-524-0795 or on its website at [www.icc.illinois.gov/complaints/](http://www.icc.illinois.gov/complaints/).

In Witness Whereof, the parties have executed this Agreement. This Agreement may be signed in counterparts, including by electronic signature and such documents shall be deemed originals and form one and the same agreement.

**By signing below, I acknowledge I have read, understand and agree to all the Terms and Conditions of this Agreement.**

**NEXTERA ENERGY SERVICES MIDWEST, LLC**

Signed: \_\_\_\_\_

By: PJ Zonsius

Title: Vice President

Date: \_\_\_\_\_

**CUSTOMER: Prospect Heights School District 23**

Signed: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## CHOICE GAS SALES CONFIRMATION

Confirmation # GC1928

This Confirmation is made and entered into by and between NextEra Energy Services Midwest, LLC ("Seller") and **Prospect Heights School District 23** ("Customer"), establishes legally binding terms and conditions to govern the sale and purchase of natural gas ("Gas") and services delivered by Seller to Customer. This Confirmation is effective on the first day of **December 2026** and shall terminate on the last day of **November 2028** (the "Term").

In addition to the terms and conditions contained herein, this Confirmation is governed by the terms and conditions contained in the executed Natural Gas Choice Master Agreement # MS1928 dated October 27, 2026 by and between Seller and Customer, which is incorporated herein and made a part hereof (the "Master Agreement"). Any capitalized terms not defined in this Confirmation shall have the meaning provided in the Master Agreement.

**1. Sale and Purchase of Gas:** Seller agrees to sell and deliver, and Customer agrees to purchase and receive, 100% of the Product contracted Volumes delivered by Seller to Customer's LDC for Customer's facilities as listed within Exhibit A, attached hereto (the "Accounts").

**2. Product:** Fixed Full Requirements

**3. Product Price:** \$0.4203 per therms.

**4. Local Gas Distribution Utility Charges:** Customer will be responsible for payment of monthly LDC charges as issued by the utility. If applicable, Seller will include any charges not billed directly to customer by utility for the Accounts.

**5. Seller Service Fee:** \$0.00 monthly.

**6. LDC:** Nicor

**7. Volumes:** The Customer's contracted (indexed) volumes (the "Volumes") as well as the applicable unit of measure associated with this transaction shall be as indicated on Exhibit A

**8. Billing and Payment:** Customer will receive one total bill for Gas and services under this Confirmation. If a billing period spans more than one calendar month, the Gas Price will be prorated based on the applicable forecasted volumes and the applicable monthly market-based rate.

**9. Term:** This Confirmation shall automatically renew for subsequent one (1) year periods after the initial Term (each a "Renewal Term") unless either Party provides the other Party with written notice of its intention to not renew this Confirmation, no less than sixty (60) days prior to the end of the then effective term, including any Renewal Term. Provided however, Product Price for any Renewal Term shall be a variable rate equal to the market-based rate for Gas purchased by Seller as determined by Seller in its sole discretion (the "Holdover Rate"), plus a monthly service fee of **\$0.00**. Customer may contact Seller at any time after expiration of the Term to enter into a new Confirmation with Seller. If this Confirmation is automatically renewed pursuant to this Section 9 the Seller may adjust the monthly contract volumes identified in Section 7, based on historical usage and normalized for weather.

**10. Miscellaneous:** In the event Seller 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 Seller as a result of Seller's compliance with said Customer's LDC directive as applied to Customer's account. Seller may adjust the monthly delivery volumes above based on historical usage, normalized for weather.

In Witness whereof, the Parties acknowledge that they have heretofore executed this Confirmation to the Master 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.

**NextEra Energy Services Midwest, LLC**

**CUSTOMER    Prospect Heights School District 23**

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

By:        PJ Zonsius \_\_\_\_\_

By:        \_\_\_\_\_

Title:     Vice President \_\_\_\_\_

Title:     \_\_\_\_\_

Date:     \_\_\_\_\_

Date:     \_\_\_\_\_

## Exhibit A

### List of Accounts Served

| Account Number | Utility  | Legal Name                                           | Street 1             | Street 2 | City             | State | Postal Code |
|----------------|----------|------------------------------------------------------|----------------------|----------|------------------|-------|-------------|
| 2305540000     | NICORGAS | <u>Prospect Heights</u><br><u>School District 23</u> | 1 N Schoenbeck Rd    |          | Prospect Heights | IL    | 60070       |
| 6274170000     | NICORGAS | <u>Prospect Heights</u><br><u>School District 23</u> | 700 N Schoenbeck Rd. |          | Prospect Heights | IL    | 60070       |
| 5274170000     | NICORGAS | <u>Prospect Heights</u><br><u>School District 23</u> | 700 N Schoenbeck Rd. |          | Prospect Heights | IL    | 60070       |
| 7274170000     | NICORGAS | <u>Prospect Heights</u><br><u>School District 23</u> | 700 N Schoenbeck Rd. |          | Prospect Heights | IL    | 60070       |

### Monthly Contract Quantity (therms)

| Account Number | Utility  | Jan               | Feb               | Mar               | Apr               | May               | Jun               | Jul               | Aug               | Sep               | Oct               | Nov               | Dec               |
|----------------|----------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| 2305540000     | NICORGAS | Full Requirements | Full Requirements | Full Requirements | Full Requirements | Full Requirements | Full Requirements | Full Requirements | Full Requirements | Full Requirements | Full Requirements | Full Requirements | Full Requirements |
| 6274170000     | NICORGAS | Full Requirements | Full Requirements | Full Requirements | Full Requirements | Full Requirements | Full Requirements | Full Requirements | Full Requirements | Full Requirements | Full Requirements | Full Requirements | Full Requirements |
| 5274170000     | NICORGAS | Full Requirements | Full Requirements | Full Requirements | Full Requirements | Full Requirements | Full Requirements | Full Requirements | Full Requirements | Full Requirements | Full Requirements | Full Requirements | Full Requirements |
| 7274170000     | NICORGAS | Full Requirements | Full Requirements | Full Requirements | Full Requirements | Full Requirements | Full Requirements | Full Requirements | Full Requirements | Full Requirements | Full Requirements | Full Requirements | Full Requirements |