

EXTENSION AND AMENDMENT OF MASTER AGREEMENT FOR THE USE OF RENEWABLE ENERGY IN THE STICKNEY VILLAGE AGGREGATION PROGRAM

This Extension and Amendment (“Extension”) of the MASTER AGREEMENT FOR THE USE OF RENEWABLE ENERGY IN THE VILLAGE OF STICKNEY AGGREGATION PROGRAM (“Master Agreement”) is made as of _____ (the “Effective Date”) between Eligo Energy IL, LLC (“Eligo” or “Vendor” or “Supplier”) and Village of Stickney (“Village” or “Government Aggregator”). Vendor and Village may be referenced individually as a “Party” or together as the “Parties.”

RECITALS

1. The Parties entered into a Master Agreement regarding a Municipal Electrical Aggregation in Village of Stickney on or about August 21, 2018;
2. This Extension is pursuant to Section 2.4.1 of the Master Agreement and is subject to the terms and conditions of the Master Agreement, as herein amended and incorporating all said amendments therein; and
3. The Parties desire to extend and amend the Master Agreement, as noted below.

NOW THEREFORE, in consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to extend and amend the Master Agreement as follows:

1. Amendments. The Master Agreement is hereby amended as follows:
 - a. The definition of “**Eligible Customer**” is amended with the following addition:

“**Eligible Customer(s)**” shall mean Eligible Customers as defined in Section 1.1.1 and includes all residential and small commercial Aggregation customers within the Village, excluding (1) customers served by other alternative retail electric suppliers (“ARES”) and customers with “RES” status on ComEd customer list(s); (2) customers served under ComEd’s Hourly Tariffed supply service; and (3) customers enrolled in a net metering program through ComEd or an ARES other than the Supplier.

Eligible Customers in the initial and subsequent opt-out cycles will be placed on Supplier service or ComEd default tariff supply service based on Supplier’s criteria including the customer’s usage patterns and wholesale market conditions. Eligible Customers will be assessed the same Customer Class Price and will continue to receive monthly invoice statements from ComEd without regard to whether they are served by Supplier or on Tariffed Service.

- b. The definition of “**Renewable Energy Credits**” is amended:

“RECs” or “Renewable Energy Certificates” are market-based instruments that represent the legal property rights to the environmental attributes of renewable electricity generation sources.

c. **Section 2.1.4** of the Master Agreement is amended as follows: Vendor may provide periodic refresh mailings or send Participating Customers back to ComEd default service during the Term of this Agreement at Vendor’s sole discretion and with cooperation from Village. All Eligible Customers who have previously exercised their right to opt-out, rescind or have previously been removed from the Aggregation Program shall be omitted from all subsequent refresh mailing lists during the Term. All Eligible Customers enrolled pursuant to a refresh mailing or opted-in pursuant to this Agreement shall receive Retail Electric Supply at the prices set forth in Attachment A.

d. **Section 2.4.1** of the Master Agreement is replaced in its entirety with the following:

Term. This Agreement commences as of the Effective Date and is for a term of thirty-six (36) consecutive monthly billing periods starting from the initial meter read date designated by the Village in consultation with the Supplier in May 2021, and expires at the end of the last day of the 36th billing cycle for the Participating Customer(s) with the latest billing cycle (the “Term”). The Term may be renewed by mutual agreement with agreed upon amendments, if applicable, for additional 1-3 year renewal terms as agreed upon, in writing, by the Parties. No more than three (3) months prior to the end of the Term, Vendor shall initiate negotiations on pricing for any additional term with the Governmental Aggregator if it intends to continue service under this Agreement. If the Parties cannot agree upon a price, then this Agreement shall terminate upon its expiration and Vendor shall continue to provide service to Eligible Customers on a month to month variable rate basis until such service is cancelled as provided for in the Terms of Service. This Agreement may be terminated prior to the expiration of the Term in compliance with this Agreement's provisions, if: (1) a Party exercises its right under Article 5 to terminate this Agreement; or (2) a Regulatory Event occurs and the Parties are unable to mutually negotiate modification(s) to this Agreement so that the adversely-affected Party may be restored to a reasonably similar economic position that the adversely-affected Party would have been in but for the occurrence of the Regulatory Event. Vendor shall have the obligation to provide electricity for the full period of the Term regardless of the start date in which the power begins to flow.

e. **Exhibit A** to the Master Agreement is replaced in its entirety with the following:

EXHIBIT A - PRICE

Eligible Customers as defined herein includes all residential and small commercial Aggregation customers within the Village, excluding (1) customers served by other alternative retail electric suppliers (“ARES”) and customers with “RES” status on ComEd customer list(s); (2) customers served under ComEd’s

Hourly Tariffed supply service; and (3) customers enrolled in a net metering program through ComEd or an ARES other than the Supplier.

Eligible Customers in the initial and subsequent opt-out cycles will be placed on Supplier service or ComEd default tariff supply service based on Supplier’s criteria including the customer’s usage patterns and wholesale market conditions. Eligible Customers will be assessed the same Customer Class Price and will continue to receive monthly invoice statements from ComEd without regard to whether they are served by Supplier or on Tariffed Service.

Eligible Customer Class Price: Variable rate equal to the ComEd published tariff supply service costs including the Purchased Electricity Charges (PEC), Transmission Service Charges (TSC) and the Purchased Electricity Adjustment (PEA) for each applicable month for the Term of the Agreement.

Termination Fee for Withdrawing Customers: No Early Termination Fee - \$0 per utility account.

Delivery Term: 5/21 – 5/24

Special Services	EPA Green Community Certification
Civic Contribution:	\$5,000 per 12 months of the Term

Supplier will provide a \$5,000 Civic Contribution to the Village per 12 months of the Term. The Civic Contribution will be payable in equal annual installment payments to the Village, with the first payment to occur on or prior to June 2021 (or one month after the beginning of the Term, whichever is later) and subsequent payments on 12-month anniversary dates thereafter.

Special Services: During the Term of this Agreement, Vendor shall purchase Renewable Energy Certificates to enable Village to be certified as an EPA Green Power Community. Vendor will prepare and file the EPA Green Power Community (at the EPA threshold level) application on Village’s behalf; however, the decision to qualify Village as a Green Power Community rests solely with the EPA.

The Village may incur costs from ComEd to procure and/or refresh load data. The Supplier agrees to reimburse the Village for such costs, which are typically \$127, but may be more, if additional refresh data files are required.

2. Supplemental Instrument. This Extension is executed and shall constitute an instrument supplemental to and in amendment of the Master Agreement and shall be construed with and as a part of the Master Agreement. All references herein and in the Master Agreement to the “Agreement” shall be deemed to refer to the Master Agreement as amended hereby.

3. Ratification of Master Agreement. Except as modified and expressly amended by this Extension and any other written supplement or amendment executed by the Parties, the Master Agreement is in all respects ratified and confirmed, and all of the terms, provisions and conditions thereof shall be and remain in full force and effect.

4. Interpretation. Any capitalized terms used herein, which are defined in the Master Agreement, shall have the meaning attributable to such terms in the Master Agreement unless otherwise indicated or defined herein.

5. Execution. This Extension may be executed in one or more counterparts, each of which will be deemed to be an original of this Extension and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Extension and of signature pages by facsimile transmission or by other electronic means shall constitute effective execution and delivery of this Extension as to the Parties and may be used in lieu of the original Extension for all purposes. Signatures of the Parties transmitted by facsimile or by other electronic means shall be deemed to be their original signatures for all purposes.

6. Conflict. If any conflict between this Extension and the terms of the Master Agreement arise, the terms and conditions of this Extension shall supersede any conflicting terms of the Master Agreement.

IN WITNESS WHEREOF, the Parties have duly executed this Extension to be effective on the date first written above.

ELIGO ENERGY IL, LLC

VILLAGE of STICKNEY, IL

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____