

EXTENSION AND AMENDMENT OF MASTER POWER SUPPLY AGREEMENT

This Extension and Amendment (“Extension”) of the MASTER POWER SUPPLY AGREEMENT (“Master Agreement”) is made as of _____ (the “Effective Date”) between Eligo Energy IL, LLC (“Eligo” or “Vendor” or “Supplier”) and City of Aurora (“City” or “Government Aggregator”). Vendor and City 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 the City on or about October 23, 2019;
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. **Section 2.1.4** of the Master Agreement is amended as follows:

Vendor may provide periodic refresh mailings during the Term of this Agreement. All Eligible Customers in the initial and refresher mailings will be placed on Supplier service or ComEd default tariff supply service (“Tariffed Service”) based on criteria such as usage patterns and wholesale market conditions. As part of the refresher mailing(s), Supplier may place up to 5% of Eligible Customers Tariffed Service per calendar year. Supplier All Eligible Customers who have previously exercised their right to opt-out or rescind 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 and will continue to receive monthly invoice statements from ComEd without regard to whether they are served on Supplier or Tariffed Service.

- b. Section 2.1.5 is amended as follows:

Vendor shall purchase Renewable Energy Certificates to offset 100% of the estimated aggregate electricity usage of the City’s Load. Vendor will procure a sufficient amount of RECs to enable the City to apply for the EPA Green Power Partnership program at the 10% level. Vendor will prepare the necessary paperwork and submit the Green Power Partnership application on the City’s behalf; however,

the decision to qualify the City as a Green Power Partner rests entirely with the EPA.

- c. The first sentence of **Section 2.4.1** of the Master Agreement is amended as follows:

The term of this Agreement shall commence for eighteen (18) months / billing cycles starting with the first meter reading in ~~February~~ August 2020 2021 (the "Term").

- d. **Exhibit A** to the Master Agreement is amended as follows:

1. The first sentence of **Section 2. Green Grant** is amended as follows:

Vendor will provide a ~~\$535,000~~ \$712,000 civic fee to the City per Term.

2. **Section 3. Renewable Energy Certificates** is amended as follows:

During the Term of this Agreement, Vendor shall purchase Renewable Energy Certificates (sourced from wind and recycled energy resources in a 10/90 ~~25/75~~ ratio, respectively) to offset 100% of the estimated aggregate electricity usage of the City's Load (specifically including those Eligible Customers on Supplier service, default ComEd service, and Retail Energy Service opt-in customers). Vendor will procure a sufficient amount of RECs to enable the City to apply for the EPA Green Power Partnership program at the 10% level. Vendor will prepare the necessary paperwork and submit the Green Power Partnership application on the City's behalf; however, the decision to qualify the City as a Green Power Partner rests entirely with the EPA.

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

CITY OF AURORA, IL

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____