

EXTENDED TERM AGREEMENT AMENDMENT NO. 3

This Extended Term Agreement Amendment No. 3 (hereinafter the “ETA No. 3”), is entered as of this 29th day of April 2024 between the City of Crest Hill, Will County, Illinois, an Illinois municipal corporation (hereinafter the “City”) and MC Squared Energy Services, LLC (hereinafter the “Supplier”) (each a “Party” and collectively, the “Parties”).

WHEREAS, Supplier and City are the Parties to a Master Power Supply Agreement dated June 3, 2019, amended on May 5, 2020, amended on June 6, 2022, and further amended on April 29, 2024 (hereinafter the “MPSA” which is hereby incorporated by reference)

WHEREAS, pursuant to the terms of the MPSA, including Section 5.1, the Parties mutually wish to extend the term of the MPSA.

NOW, THEREFORE, the Parties agree as follows:

1. The Parties agree to replace Exhibit A with Amended Exhibit A to reflect the mutually agreed extended term of twenty-four (24) months.
2. The Parties agree that by executing this ETA No.3, Extended Term will last until August 2026, subject to future mutual extensions.
3. The Parties agree that Supplier has the right to conduct subsequent opt-out cycles to add eligible customer accounts to Supplier Service and/or return eligible accounts to ComEd’s Tariffed Service typically during the spring months of March through June and fall months of October through December.

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

Supplier: MC Squared Energy Services, LLC

Municipality: City of Crest Hill

Signed:

Signed:

Printed/Typed Name:

Charles C. Sutton

Printed/Typed Name:

Title:

President

Title:

Date: _____

Date: _____

Attest:

Signed

Printed/Typed Name:

Title:

Attest:

Signed

Printed/Typed Name:

Title:

AMENDED EXHIBIT A

PRICE AND TERM

Eligible Customers as defined in Section 2.11 includes all residential and small commercial Aggregation customers within the Municipality excluding customers served by other alternative retail electric suppliers (ARES) including pending “with RES” status, and customers served under ComEd’s Hourly Tariffed supply service (Rate RRTP).

Eligible Customers in the initial and subsequent opt-out cycles will be placed on Supplier Service or Tariffed Service as defined in Section 2.38 of the Agreement (i.e., 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 Fees - \$0 (zero) per utility account

Delivery Term: Twenty-four (24) months

August 2024 – August 2026

Percent of RECs:	Zero
Civic Contribution:	\$750 / monthly

Supplier will provide a monthly \$750 civic contribution to the Municipality for the term of the agreement. The Civic Contribution will be payable to the Municipality within 30 days after the last meter read cycle of each delivery month (i.e. August 2024 payment would be paid in October 2024).

Supplier: MC Squared Energy Services, LLC

Municipality: City of Crest Hill

Signed:

Signed:

Printed/Typed Name:

Printed/Typed Name:

Charles C. Sutton

Title:

Title:

President_____

Date: _____

Attest:

Signed

Printed/Typed Name:

Title:

Date: _____

Attest:

Signed

Printed/Typed Name:

Title: