

NON-MARKETING AND SALES SOLICITATION AGREEMENT

THIS NON-MARKETING AND SALES SOLICITATIONS AGREEMENT (“Agreement”) is entered into this ____ day of _____ 2025 (“**Effective Date**”), by and between the Village of Oak Park, an Illinois home rule municipal corporation (“**Village**”), and Interstate Gas Supply, LLC d/b/a IGS Energy, an Ohio limited liability company (“**IGS Energy**”) (each, a “**Party**” and collectively, the “**Parties**”).

WHEREAS, IGS Energy is a licensed and certificated Alternative Retail Electric Supplier (“**ARES**”) in good standing with the Illinois Commerce Commission (“**ICC**”) under license number 13-0425; and

WHEREAS, MC Squared Energy Services, LLC d/b/a Where Energy Comes From (“**MC2**”) is a licensed and certificated ARES in good standing with the ICC under license number 18-1455; and

WHEREAS, on January 1, 2025, IGS Energy purchased 100% of the equity ownership interest of MC2; and

WHEREAS, both IGS Energy and MC2 separately sell electricity supply services to residential, commercial, and industrial customers within the State of Illinois, including the Village; and

WHEREAS, MC2 is currently the electricity supplier for the Village of Oak Park Illinois Municipal Electric Aggregation Program and the Village is considering extending the term for which MC2 will supply electricity for the Program; and

WHEREAS, the Village and IGS Energy agree that IGS Energy and any of its affiliated entities will not conduct door-to-door residential electricity sales activities within the Village of Oak Park, Illinois during the term, both current and any future extensions thereof, of the Village of Oak Park Municipal Electric Aggregation Program for which MC2 is the electricity supplier.

NOW, THEREFORE, in consideration of the agreements set forth in this Agreement, the receipt and sufficiency of which are mutually acknowledged, and pursuant to the Village’s statutory powers, the Parties agree as follows:

SECTION 1. Recital Incorporated. The above recitals are incorporated herein by reference as though fully set forth.

SECTION 2. Restriction on Door-to-Door Sales Activities. Subject to the terms and conditions in this Agreement, IGS Energy and its affiliated entities will not conduct door-to-door residential electricity sales activities within the Village of Oak Park, Illinois during the term, both current and any future extensions, of the Village of Oak Park Municipal Electric Aggregation Program for which MC2 is the electricity supplier. The Parties acknowledge that the restriction on sales activities in this Section 2 is a material factor in the Village’s selection of MC2 as the electricity supplier for the Village’s Municipal Electric Aggregation Program.

SECTION 3. Term of Agreement; Renewal; Termination.

- 3.1. This term of this Agreement will commence on the Effective Date and expire when MC2 is no longer an electricity supplier for the Village of Oak Park Municipal Electric Aggregation Program, if not earlier terminated pursuant to the terms of this Agreement.
- 3.2. The Agreement may be renewed by written agreement of the Parties at any time prior to the end of the term.

SECTION 4. Conflict. In case of a conflict between the provisions of this Agreement or any other document related to this Agreement, this Agreement controls.

SECTION 5. Dispute Resolution. In the event any action is brought to enforce this Agreement or to collect any unpaid amount from the Village, each Party hereto will bear the responsibility of paying its own attorney's fees and costs.

SECTION 6. Binding Authority. The individuals executing this Agreement on behalf of the Parties represent that they have the legal power, right, and actual authority to bind their respective parties to the terms and conditions of this Agreement.

SECTION 7. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and there are no representations, conditions, warranties or collateral agreements, express or implied, statutory or otherwise, with respect to this agreement other than as contained in this Agreement.

SECTION 8. Governing Law; Venue.

- 8.1. This Agreement will be governed by the internal laws, but not the conflict of laws rules, of the State of Illinois, both as to interpretation and performance.
- 8.2. Exclusive jurisdiction for any action proceedings arising from, relating to, or in connection with this Agreement will be in the Circuit Court of Cook County, Illinois, or, where applicable, in the federal court for the Northern District of Illinois. The Parties waive their respective right to transfer or change the venue of any litigation filed in the Circuit Court of Cook County, Illinois.

SECTION 9. Counterparts; PDF Signatures.

- 9.1. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which taken together will be deemed one and the same Agreement.

- 9.2. A PDF or email copy of this Agreement and any signatures thereon will be considered for all purposes as an original.

SECTION 10. Amendments and Modifications. No amendment or modification of this Agreement will be effective unless reduced to writing and duly authorized and signed by the authorized representatives of the Parties.

SECTION 11. Severability. If any covenant, condition, or provision of this Agreement, or the application of such covenant, condition, or provision of this Agreement, is rendered or declared invalid by a court of competent jurisdiction, or by reason of its requiring any steps, actions, or results, the Village will have the right, in its sole and absolute discretion, to determine if: (i) the remaining parts or portions of this Agreement will remain in full force and effect; or (ii) the entire agreement will be invalid, void, and unenforceable.

SECTION 12. Interpretation. This Agreement will be construed without regard to the identity of the Party which drafted the various provisions of this Agreement. Every provision of this Agreement will be construed as though all Parties to this Agreement participated equally in the drafting of this Agreement. Any rule or construction that a document is to be construed against the drafting Party will not be applicable to this Agreement.

**[SIGNATURES TO FOLLOW
REST OF PAGE LEFT INENTIONALLY BLANK]**

IN WITNESS WHEREOF, the Parties hereto have each caused this Agreement to be executed by proper officers duly authorized to execute the same as of the date set forth beneath the signatures of their respective officers set forth below.

IGS ENERGY

Signed by:

Yoni Zofan

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By: Yoni Zofan
Its: Senior Vice President

ATTEST

DocuSigned by:

Charles C. Sutton

B0AE7C7AB5F44D7...

By: Charles C. Sutton
Its: President (MC2)

VILLAGE OF OAK PARK

By: Kevin Jackson
Its: Village Manager

ATTEST

By: Christina M. Waters
Its: Village Clerk