

## **EXTENDED TERM AND SPECIAL SERVICES AGREEMENT AMENDMENT NO. 5**

This Extended Term and Special Services Agreement Amendment No. 5 (hereinafter the “ETSSA No. 5”), is entered as of this 16<sup>th</sup> day of September 2025 between the Village of Oak Park, Cook County, Illinois, an Illinois municipal corporation (hereinafter the “Village”) and MC Squared Energy Services, LLC (hereinafter the “Supplier”) (each a “Party” and collectively, the “Parties”).

WHEREAS, Supplier and Village are the Parties to a Master Power Supply Agreement (MPSA) dated August 6, 2018, and amended July 29, 2019, August 3, 2021, April 5, 2022, and further amended on October 7, 2022 (hereinafter the “MPSA” which is hereby incorporated by reference)

WHEREAS, pursuant to the terms of the MPSA the Parties wish to further amend the MPSA and further extend the term of the MPSA;

NOW, THEREFORE, the Parties agree as follows:

1. The Parties agree to replace Exhibit C with Amended Exhibit C No. 5 to reflect an extended term of thirty-six (36) months and revision to the Village’s Electric Aggregation Fund payment amount approach.
2. The Parties agree that by executing this ETSSA No. 5, Extended Term will last until December 2028, 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 during the spring months of March through June and during the fall months of October through December.
4. The Parties agree that either Party may terminate this Agreement with at least six (6) months written notice to the other Party.
5. The Parties agree to meet during the extended term to review market conditions and potential opportunities to include Direct Source Renewables into the Supplier’s rate for the community choice aggregation program.
6. The Parties agree by reference to include the applicable reporting requirements included in Section VIII, Subsection E of the Village’s Electricity Aggregation Procurement issued by the Village on July 25, 2025 based on the Village’s selected community choice aggregation program. For clarification purposes, Section VIII, Subsection E – Reporting items (1) Power Mix Attributes and (2) REC Reporting do not apply to the community choice aggregation program selected by the Village at this time. To the extent that the community choice aggregation program incorporates such items in the future, Supplier agrees to provide such reporting requirements.

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: Village of Oak Park

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

Printed/Typed Name:  
Charles C. Sutton

Printed/Typed Name:  
\_\_\_\_\_

Title:  
President

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

Date: 9/9/2025

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

Attested by:  
  
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Attest:  
\_\_\_\_\_

Printed/Typed Name:  
Sharon Alegado

Printed/Typed Name:  
\_\_\_\_\_

Title:  
Vice President, Sales and Marketing

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

Date: 9/9/2025

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

## **AMENDED EXHIBIT C - EXTENSION NO. 5**

### **PRICE AND TERM**

Eligible Customers include all residential and small commercial customers within the Village excluding customers served by: i) other alternative retail electric suppliers; and, ii) customers served on ComEd's Basic Electric Service-Hourly (Rate BESH) or any successor variable hourly energy supply tariff approved by the ICC by ComEd or any successor entity.

Eligible Customers in the initial and subsequent notification periods will be placed on Supplier service or Tariffed Service by Supplier as defined in Section 2.14 of the Agreement (i.e. ComEd default tariff supply service) based on Supplier's proprietary selection criteria including the customer's unique usage patterns, transmission related costs and wholesale electricity 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.

Supplier will review all Eligible Customers within the Village at least twice during each annual period of the Agreement Delivery Term. Such review and notification process shall include Eligible Customers that may be returned to ComEd's Tariffed Services by Supplier and new and existing Eligible Customers to be placed on Supplier service via the Opt-Out process at Supplier's option.

**Special Services:** The Supplier will provide to the Village monthly payments to be deposited into the Village's Community Choice Aggregation Fund equal to \$0.001 per kWh of electricity provided under Supplier service to Eligible Customers for each month between the December 2025 billing date and the December 2028 billing date (36 payments). Each monthly payment shall be paid to the Village within thirty (30) calendar days after the last monthly meter read cycle. Further, to the extent that the monthly payments from Supplier are less than one-hundred thousand dollars (\$100,000) combined for the annual delivery period of December to December; Supplier shall provide an additional payment to ensure that the annual total payment is no less than \$100,000 for each annual period. If the extended term is terminated by either party, the annual payment will be prorated to reflect the annual term being less than twelve months.

The Supplier shall maintain for a minimum of two (2) years following the latter of the expiration or termination of this Agreement, or longer if required by law, adequate books, records, and supporting documents to verify the disbursements of the monthly payments to the Village in conjunction with this Agreement. All books, records and supporting documents related hereto shall be available for inspection, copying and audit by the Village, or any duly authorized Village representative, and the Supplier shall cooperate fully to accomplish any such audit.

#### Termination Fee for Withdrawing Customers:

No Early Termination Fees - \$0 (zero) per utility account

#### Delivery Term:

Initial Term:	Twelve (12) Months – Period of October 2018 to October 2019
Extended Term No.1:	Twenty-four (24) Months – Period of October 2019 to October 2021
Extended Term No.2:	Seven (7) Months - Period October 2021 - May 2022
Extended Term No.3:	Seven (7) Months - Period May 2022 - December 2022
Extended Term No.4:	Thirty-six (36) Months - Period December 2022 - December 2025
Extended Term No.5:	Thirty-six (36) Months - Period December 2025 - December 2028

Supplier: MC Squared Energy Services, LLC

Municipality: Village of Oak Park

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

Printed/Typed Name:  
Charles C. Sutton

Printed/Typed Name: \_\_\_\_\_

Title:  
President

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

Date: 9/9/2025

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

Attested by:  
  
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Attest: \_\_\_\_\_

Printed/Typed Name:  
Sharon Alegado

Printed/Typed Name: \_\_\_\_\_

Title:  
Vice President, Sales and Marketing

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

Date: 9/9/2025

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