

BILLING MANAGEMENT SERVICES AGREEMENT

AGREEMENT BY AND BETWEEN THE VILLAGE OF OAK PARK AND MC SQUARED ENERGY SERVICES, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, TO PROVIDE BILLING MANAGEMENT SERVICES FOR PILOT COMMUNITY SOLAR PROJECT.

This Billing Management Services Agreement (hereinafter the “**Agreement**”) is entered into as of [Date] (hereinafter the “**Effective Date**”) by and between the VILLAGE OF OAK PARK, Illinois, an Illinois municipal corporation (hereinafter the “**Customer**”), and MC Squared Energy Services, LLC, an Illinois limited liability company (hereinafter “**MC2**”) (each a “**Party**” and collectively, the “**Parties**”).

RECITALS

- A. Municipalities, including Customer, have an interest in supporting community renewable generation projects. Metropolitan Mayor’s Caucus and its designee (collectively “**MMC**”) are operating a pilot program to provide and administer a platform for municipalities to support community renewable generation projects. MMC’s pilot program includes several features to promote ease of administration for Customer including certain Billing Services, Collection and Payment Services, and Support Services (each as defined below) in connection with municipalities’ participation in the Program.
- B. Customer is located in the utility service territory of Commonwealth Edison Company (“**ComEd**”) or Ameren Illinois Company (“**Ameren**”), as the case may be (the “**Utility**”), and wishes to obtain one or more Subscriptions (as that term is defined in Section 1-10 of the Illinois Power Agency Act) through the Program (as defined below).
- C. The purpose of this Agreement is for Customer to engage MC2 to provide certain billing management services designed to minimize the administrative burden on Customer for participation in the Program. To that end, MC2 will receive bills from the Utility for certain of Customer’s accounts with the Utility, send a single Combined Bill (as defined below) to Customer, which will include all Utility charges and Program charges for those accounts, and remit payment on behalf of Customer to Utility for such accounts, as well as to the MMC or its designee for program administration services in connection with Customer’s participation in the Program.
- D. Pursuant to the terms of this Agreement, Customer is appointing MC2 as its exclusive General Account Agent (“**GAA**”) (as defined below) for each utility account enrolled in a Subscription through the Program.
- E. Customer desires to engage MC2, and MC2 desires to accept engagement by Customer, to provide only those Services as expressly provided in this Agreement and not for any other GAA duties.
- F. Customer is executing Utility’s form of Designation (as defined below) to designate MC2 as Customer’s GAA contemporaneously with this Agreement and will obtain and hold at least one Subscription under the Program for the Term of this Agreement.
- G. Upon Utility’s processing of the Designation, the Utility, by the terms of its tariffs, will be required to send all bills and most notices concerning the identified accounts to MC2 instead of Customer.
- H. As more fully provided below, MC2 will receive such Utility bills, send Combined Bills to Customer invoicing Customer for Utility fees plus Program fees and remit payments to the Utility on behalf of the Customer in accordance with the Program.

NOW, THEREFORE, in consideration of the foregoing, the mutual promises, covenants, and agreements herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. DEFINITIONS. As used in this Agreement, the following capitalized terms shall have the respective meanings ascribed to them below.

- 1.1. “**Accounts**” means those Utility accounts, or specific meters within those accounts, for which Customer has appointed MC2 as GAA as expressly identified on the Designation in effect from time to time in accordance with the terms of this Agreement.
- 1.2. “**Adjustable Block Program**” means the program for issuance of contracts for Renewable Energy Credits from Community Renewable Generation Projects (as both terms are defined in Section 1-10 of the Illinois Power Agency Act) powered by solar photovoltaics, as described in Section 1-75(c)(1)(K) of the Illinois Power Agency Act and administered by the Illinois Power Agency.
- 1.3. “**Agreement**” means this Billing Management Services Agreement, as it may be amended from time to time in accordance with its terms.
- 1.4. “**Ameren**” means Ameren Illinois Company, an Illinois corporation and an electric utility.
- 1.5. “**Applicable Law**” means the provisions of all applicable federal, state, local, territorial, or municipal statutes, laws, rules, regulations, ordinances, and codes, including those of any Governmental Authority (as defined below), such as the Federal Energy Regulatory Commission or any successor federal agency, commission, or department, the Illinois Commerce Commission or any successor state agency, commission, or department, and Illinois Power Agency or any successor state agency, commission, or department, now or hereafter in effect, having jurisdiction over MC2, Customer, this Agreement, or the Adjustable Block Program. Applicable Law shall also include any current or future terms and conditions of the Adjustable Block Program imposed by the Illinois Power Agency or its successor and the Utility’s tariffs.
- 1.6. “**Collection and Payment Services**” has the meaning set forth in Section 2.1 below.
- 1.7. “**Combined Bill**” has the meaning set forth in Section 2.2.1 below.
- 1.8. “**ComEd**” means Commonwealth Edison Company, an Illinois corporation and an electric utility.
- 1.9. “**Confidential Information**” has the meaning set forth in Section 6.1 below.
- 1.10. “**Customer**” means the party identified as the customer above.
- 1.11. “**Bill Credits**” means the monetary credit placed on Customer’s bill from the Utility pursuant to Rider POGCS or its successor if the Utility is ComEd, or Rider NM or its successor if the Utility is Ameren, or other applicable tariff required by Section 16-107.5(l) of the Illinois Public Utilities Act attributable to Customer’s interest in one or more Subscriptions pursuant to the Net Metering Law and the Net Metering Tariff.
- 1.12. “**Bill Credit Fee**” has the meaning set forth in Section 3.1.1 below.
- 1.13. “**Billing Services**” has the meaning set forth in Section 2.1 below.
- 1.14. “**Designation**” means the completed version of either ComEd’s Non-Residential Designation of General Account Agent form, if the Utility is ComEd, or Ameren’s Account Agent Designation Statement, if the Utility is Ameren, a copy of which is attached hereto as Exhibit B, as it may be amended from time to time in accordance with the terms and conditions of this Agreement.
- 1.15. “**Fees**” has the meaning set forth in Section 3.1 below.
- 1.16. “**Force Majeure Event**” means an unforeseeable event, condition, or circumstance beyond the reasonable control of the Party affected, which prevents the performance by such Party of its obligations under this Agreement, including acts of civil or military authority, national emergencies, flood, earthquake, storm, fire, or other catastrophe, acts of God, war, riot, terrorism, failure of power supply, communications outage, cyberattack, performance (or lack thereof) of third parties, or a change in Applicable Law materially adversely affecting such Party’s performance of its obligations under this Agreement.

- 1.17. “**GAA**” means General Account Agent if the Utility is ComEd, as that term is defined in the General Terms and Conditions section of ComEd’s tariffs or means Customer Designated Agent if the Utility is Ameren, as that term is defined in the Customer Terms and Conditions section of Ameren’s tariffs.
- 1.18. “**Governmental Authority**” means any federal, state, regional, county, town, city, or municipal government, whether domestic or foreign, or any department, agency, bureau, or other administrative, regulatory or judicial body of any such government.
- 1.19. “**Illinois FOIA**” has the meaning set forth in 6.3.2 below.
- 1.20. “**Invoiced Amount**” has the meaning set forth in Section 3.1.1 below.
- 1.21. “**Material Change of Law**” has the meaning set forth in Section 11.1 below.
- 1.22. “**Material Change of Utility Policy**” has the meaning set forth in Section 11.1 below.
- 1.23. “**MC2**” means MC Squared Energy Services, LLC, an Illinois limited liability company.
- 1.24. “**MMC**” means the Metropolitan Mayors Caucus, an Illinois not-for-profit corporation.
- 1.25. “**Net Metering Law**” means, to the extent applicable, 220 ILCS 5/16-107.5, as may be amended from time and any rules of the Illinois Commerce Commission authorized pursuant to 220 ILCS 5/16-107.5.
- 1.26. “**Net Metering Tariff**” means Rider POGCS if the Utility is ComEd, and Rider NM if the Utility is Ameren, as such tariffs may be amended from time to time or other future tariffs applicable to Subscriptions.
- 1.27. “**Processing Fee**” has the meaning set forth in Section 3.1.1 below.
- 1.28. “**Program**” means MMC’s Community Solar Clearinghouse Solutions (also known as CS²) program, including any pilots, precursors, or successors thereto.
- 1.29. “**Project**” means a community renewable generation project, as that term is defined in Section 1-10 of the Illinois Power Agency Act, in which Customer has one or more Subscriptions.
- 1.30. “**Project Owner**” means, for each Project, the entity receiving payment for the Subscription(s) entered into by Customer under this Program.
- 1.31. “**Rules**” has the meaning set forth in Section 9.3 below.
- 1.32. “**Services**” means those services to be provided by MC2 as expressly set forth in Section 2 of this Agreement.
- 1.33. “**Start Date**” means the date of the Utility’s next normally scheduled billing cycle for Customer’s Accounts after the Utility processes and accepts Customer’s completed and executed Designation designating MC2 as Customer’s GAA.
- 1.34. “**Subscription**” has the same meaning as assigned in Section 1-10 of the Illinois Power Agency Act, as that section may be amended from time to time.
- 1.35. “**Subscription Agreement**” or “**Subscription Agreements**” means each subscription agreement for any Subscriptions entered into by Customer in connection with each Account under the Program.
- 1.36. “**Support Services**” has the meaning set forth in Section 2.1 below.
- 1.37. “**Term**” means the period of time defined in Section 4.1 of this Agreement.
- 1.38. “**Utility**” has the meaning reflected in Section B of the Recitals above.

2. SERVICES.

- 2.1. Generally. MC2 agrees to perform, and Customer hereby engages MC2 to perform, billing management services for certain tariffed services provided to Customer by the Utility in accordance with this Agreement and as further specified in this Section 2 (the “**Services**”). The Services are comprised of: (1) billing intake and retention services for the Accounts, as further specified in Section 2.2.1 below (“**Billing Services**”); (2) collection and payment services in connection with Customer’s participation in the Program, as further specified in Section 2.2.2 below (“**Collection and Payment Services**”); and (3) customer support

- services, as further specified in Section 2.2.3 below (“**Support Services**”). MC2 will provide the Services in a commercially reasonable manner consistent with accepted industry standards and in accordance with the terms, conditions and limitations set forth in this Section 2 and elsewhere in this Agreement.
- 2.2. Scope of Billing Management Services. Commencing on the Start Date, MC2 will perform the following Services:
- 2.2.1. *Billing Services.* MC2 will accept on behalf of Customer bills issued to Customer by the Utility for the provision of tariffed services under the Accounts. MC2 will retain copies of all such bills received by MC2 during the Term and for at least two years thereafter. MC2 agrees to maintain electronic copies of such bills. MC2 will prepare and deliver a consolidated invoice to Customer for each of Customer’s Accounts, which consolidates the charges on a particular account included on the Utility bills received by MC2 for the particular account together with the charges due under this Agreement that are incurred by that particular account (the “**Combined Bill**”). The Combined Bill for each account will include the current charges and gross amount billed by the Utility for that particular account; the itemization of charges as provided by the Utility on its bills; the applicable Bill Credits; the allocation of such Bill Credits in accordance with this Agreement; and the Fees (as defined below) due under this Agreement. MC2 will provide Customer with online access to the Combined Bill through an online customer self-service portal operated and maintained by MC2.
- 2.2.2. *Collection and Payment Services.* Subject to the other terms and conditions of this Agreement, MC2 will collect from Customer and remit payments to the Utility in a timely manner on behalf of Customer for Utility bills issued on the Accounts which are received by MC2, on or before the due date specified in the underlying Utility bill, and MC2 will allocate and remit the respective portions of the value of the Bill Credit to such parties, in such amounts, and on such timeline, as provided in this Agreement.
- 2.2.3. *Customer Support Services.* MC2 will maintain and operate a toll-free customer service telephone number and email address for the purpose of receiving and responding to questions and comments from Customer concerning the Services or this Agreement. Customer may contact MC2 with comments and questions regarding the Services by calling (312) 300-5657 between the hours of 8AM and 5PM Central Prevailing Time (CPT) or by emailing MC2 at solar@mc2energyservices.com. MC2 will promptly and courteously respond to all Customer service inquiries with reasonable diligence. MC2 will use commercially reasonable efforts to answer Customer’s questions in connection with the Billing Services and the Collection and Payment Services and to address any billing errors or discrepancies as and when identified by MC2 or Customer in accordance with Section 2.4 below and the other terms and conditions of this Agreement.
- 2.3. Billing Transition. Contemporaneous with the execution of this Agreement, Customer will complete and execute the Designation, and MC2 will, with the assistance of Customer, submit the Designation to the Utility for its acceptance. It is anticipated that the Utility will forward Customer’s bills for the Accounts to MC2 upon acceptance of the Designation, but Customer will notify MC2 if it receives Utility bills for any of the Accounts after the effective date of the Designation and will promptly forward to MC2 copies of such bills, and in no event later than three (3) business days after its receipt of the Utility bill. MC2 will not be responsible for any errors in billing or delays in payment caused by Customer.
- 2.4. Billing Errors and Corrections. Customer acknowledges that MC2 will rely on the billing information provided by the Utility to provide Services to Customer, and that such billing information may include errors by the Utility in providing or communicating relevant Bill

Credits and other billing information to MC2. MC2 is not responsible for the accuracy of any information set forth in the Utility bills received from the Utility or for any errors or omissions therein or resulting therefrom. MC2 shall have the right to issue corrective Combined Bills hereunder as and when necessary to adjust for and correct any errors in prior Combined Bills issued hereunder. To the extent that MC2 discovers any errors or discrepancies in any Combined Bills, whether caused by the Utility or otherwise, such as overlapping bill dates, bills for closed accounts, due dates on or before billing dates, bills with previous balances (such as balances due to lost payments, misapplied payments, missing bills, or other Utility errors), missing bills, or incorrectly calculated Bill Credits, MC2 will notify the Customer of such errors or discrepancies within a reasonable time after discovery. The Parties will use commercially reasonable efforts to resolve such errors or discrepancies following discovery.

- 2.5. Updates to Designation. In the event that Customer obtains a Subscription through the Program for an account that is not included among the Accounts, concurrently with Customer's execution of such Subscription, Customer shall execute and deliver to MC2 an updated Designation to include such account. MC2 will, with the assistance of Customer, submit any updated Designation to the Utility. Customer may provide MC2 with an updated Designation at any time, provided that such Designation includes and identifies each account currently served by a Subscription through the Program. If MC2 receives a Designation that omits or otherwise excludes an account served by a Subscription obtained through the Program, MC2, in its sole discretion, may refuse to submit such Designation to the Utility. Customer agrees not to submit a Designation to the Utility other than through MC2 during the Term.
- 2.6. Utility Customer Portal. If Customer has login credentials for a customer portal offered by the Utility, Customer shall take such steps as are necessary to appoint MC2 as Customer's designee with login rights to such portal. If the Utility offers such a portal but Customer does not have login credentials, upon MC2's request, Customer will take such steps as are necessary, with assistance from MC2, to create login credentials for itself and MC2 as its designee.
- 2.7. Exclusions from the Scope of Services. Notwithstanding anything to the contrary in this Agreement, the Parties acknowledge and agree that the Services are expressly limited to the Services identified in Sections 2.1 through 2.4 above, and that the following items are expressly not included in the scope of Services:
 - 2.7.1. MC2 may not be the designated GAA for all of Customer's accounts or meters, and the Services do not include Services for any accounts or meters not specifically identified on the Designation then in effect as accepted by the Utility. Customer shall be solely responsible for identifying on the Designation all Utility accounts for which MC2 will serve as GAA in the provision of Services under this Agreement.
 - 2.7.2. The Services do not include any other services that a GAA may otherwise be permitted to perform pursuant to the applicable Net Metering Tariff that are not otherwise described in Sections 2.2–2.4 above.
 - 2.7.3. Notwithstanding MC2 serving as GAA for the Accounts, the designation or use of a GAA does not amend, modify, or alter Net Metering Tariff or any contracts between the Utility and Customer, including Customer's responsibility to make timely payment to the Utility for all balances due for services rendered by the Utility and all other balances owed to the Utility and to perform and satisfy all other obligations applicable to Customer thereunder. MC2 cannot amend, modify, or alter Net Metering Tariff.
 - 2.7.4. MC2 is not affiliated with, or acting on behalf of, the Utility.
 - 2.7.5. MC2 will not provide retail electric service to Customer under this Agreement, and the Utility remains responsible for the supply and delivery of electric power and

energy for Customer's Accounts. The Utility will continue to be responsible for the reliability of Customer's electric delivery service, and MC2 will not be responsible for, among other things, responding to any service calls, interruptions, or emergencies. Nothing in this Section 2.5.5 prevents a separate agreement for retail electric service for one or more of Customer's accounts that are not Accounts.

- 2.7.6. MC2 does not have the authority as Customer's GAA to disconnect Utility services for an Account or any other accounts of Customer.

3. FEES & PAYMENT TERMS.

- 3.1. Fees. Customer agrees to pay MC2 as follows:

3.1.1. Customer will pay MC2 the full invoiced amount listed on each Combined Bill issued to Customer by MC2 in accordance with this Agreement (the "**Invoiced Amount**"). The Invoiced Amount shall be comprised of the following amounts: (i) the amount due to the Utility; (ii) an amount equal to 90% of the absolute value of the Bill Credit listed on the relevant Utility bill; and (iii) a \$0.00 monthly processing fee per Account (the "**Processing Fee**"). Upon receipt of payment by Customer, MC2 will distribute an amount equal to 70% of the absolute value of the Bill Credit to Project Owner; 5% of the absolute value of the Bill Credit to the MMC or its designee, and MC2 shall be entitled to receive and retain 15% of the absolute value of the Bill Credit as compensation for its Services (the "**Bill Credit Fee**"). MC2's sole compensation for the Services hereunder shall be the Processing Fees and Bill Credit Fees (together, the "**Fees**").

3.1.2. The full Invoiced Amount shall be due and payable by Customer to MC2 within 60 days of the date of the Combined Bill therefor, without setoff. Customer shall make such payments by ACH automatic debit, wire transfer, check, or such other method as may be mutually agreed by the Parties.

- 3.2. Billing. MC2 will generally issue Combined Bills to Customer within 5 business days of MC2's receipt of the applicable Utility bills. Each Combined Bill shall be for a period of approximately thirty (30) days in accordance with the Utility's customary billing practices. To the extent that the Utility issues a bill for more or fewer days, cancels a previous bill and issues a rebill, or otherwise deviates from a monthly billing schedule, MC2 will generally issue corresponding Combined Bills to Customer within 3 business days of receiving the applicable Utility bills.

- 3.3. Partial or Late Payments.

3.3.1. The Parties will work together in good faith to resolve billing disputes between Customer and the Utility that do not involve Services or Fees. To the extent that Customer directs MC2 to pay less than the net amount identified on any given Utility bill to Customer for any reason, including a dispute between Customer and the Utility, Customer will hold MC2 harmless for any late fees, penalties, or any other damages or liability that the Utility may impose for such incomplete payment. If MC2 pays a Utility bill in full before Customer notifies MC2 of the existence of a dispute with the Utility with respect to such bill, Customer shall fully reimburse MC2 for funds remitted to the Utility and work with MC2 to seek an appropriate refund from the Utility.

3.3.2. If Customer fails to pay MC2 all or any portion of an Invoiced Amount when due, Customer shall pay to MC2 late fees equal to 1% of the outstanding unpaid amount per month.

3.3.3. Without limiting any other rights or remedies of MC2, in the event any amount due from Customer hereunder remains unpaid for 7 days or more past its due date and receipt by Customer of notice from MC2 notifying Customer that amounts remain

unpaid, MC2 reserves the right to suspend Services, including causing any payments to be made to the Utility, without further notice. In such event, Customer will continue to be responsible for Utility and Program charges. If MC2 provides Services for more than one of Customer's utility accounts and Customer has timely paid the Combined Bill for some but not all Accounts, MC2 may suspend or terminate services on the Accounts not timely paid and continue to provide Services with respect to Customer's other Accounts.

- 3.3.4. Failure by Customer to fulfill its payment obligations when due shall constitute a material default of this Agreement, and in the event that any amount remains unpaid more than 60 days past its due date, MC2 shall have the right to terminate this Agreement with 7 days' notice in accordance with Section 4.2.2 below.

4. TERM; TERMINATION; DEFAULT.

- 4.1. Term. The term of this Agreement shall commence on the Effective Date and continue until the later of the twentieth (20th) anniversary of the Effective Date or the termination of Customer's last Subscription Agreement (the "**Term**"), unless earlier terminated as provided herein. The Parties may extend the Term for additional periods of time up to five (5) years for each extension, by written agreement approved and executed by both Parties.
- 4.2. Termination.
- 4.2.1. For Convenience. Either Party may, at any time, terminate this Agreement for such Party's convenience and without cause upon 90 days' notice to the other Party.
- 4.2.2. For Breach. Either Party may terminate this Agreement in the event of a continuing and uncured material breach of this Agreement by the other party (including a breach of a Party's representations and warranties in Section 5 below), subject to the terms and conditions described in this Section 4.2.2. A breach of this Agreement includes the failure to comply with any material term or condition of this Agreement. Upon any breach of this Agreement, the non-breaching Party shall provide notice to the breaching Party, specifying the nature of the breach. The breaching Party shall have 15 business days after receiving such notice within which to cure such breach (or to promptly commence a cure and diligently pursue the cure to completion if compliance cannot be reasonably achieved within that period of time). If the breach is not cured (or a cure is not commenced and diligently pursued), the non-breaching Party may elect to terminate this Agreement.
- 4.2.3. For Financial Instability. Either Party may terminate this Agreement immediately if the other Party files a petition under the bankruptcy laws of any jurisdiction, is the subject of an involuntary petition under the bankruptcy laws of any jurisdiction that has not been dismissed within sixty (60) days after filing, has appointed a trustee or receiver for its property or business, is adjudicated bankrupt or insolvent, or admits in writing its inability to pay debts as they become due or its balance sheet insolvency, or makes an assignment for the benefit of creditors.
- 4.2.4. Due to Material Change of Law or Material Change of Utility Policy. In the event that there is a Material Change of Law or Material Change of Utility Policy as defined in Section 11.1 below, and MC2 provides notice of a proposed amendment to Customer thereunder, but MC2 and Customer do not execute a mutually agreed amendment within the 20-day discussion period provided in Section 11.1, MC2 may thereafter terminate this Agreement by written notice to Customer.
- 4.2.5. For Lack of Subscriptions. In the event that Customer no longer holds at least one Subscription through the Program and Sections 4.2.1–4.2.4 do not otherwise apply to such event, this Agreement shall terminate concurrent with the date of cancellation of

the last Subscription held by Customer in the Program or earlier upon written notice by Customer to MC2 regarding such cancellation.

- 4.2.6. Termination of GAA Designation. Upon termination of this Agreement, MC2 will submit a termination of Designation with the Utility; provided that Customer may file the termination of Designation directly with the Utility if MC2 has not done so by the date of termination of this Agreement or by the Parties' mutual agreement.
- 4.2.7. Impact on Subscription(s). Termination of this Agreement for the reasons set out in Sections 4.2.1 through 4.2.6, inclusive, may impact Customer's ability to retain Subscriptions obtained through the Program per the terms of the Subscription(s).

5. REPRESENTATIONS, WARRANTIES, AND COVENANTS.

5.1. Representations and Warranties.

- 5.1.1. Mutual Representations and Warranties. Each Party represents and warrants to the other Party, as of the Effective Date, that:
 - 5.1.1.1. It is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation, and if relevant under such laws, in good standing;
 - 5.1.1.2. It has the corporate, governmental and/or other legal capacity, authority and power to execute, deliver, and enter into this Agreement and any other related documents, and perform its obligations under this Agreement, and has taken all necessary actions and made all necessary determinations and findings to authorize such execution, delivery, and performance;
 - 5.1.1.3. The execution, delivery, and performance of this Agreement by such Party does not violate or conflict with any Applicable Law or any other law applicable to it, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets;
 - 5.1.1.4. It has reviewed and understands this Agreement and this Agreement constitutes the legal, valid, and binding obligation of the Party;
 - 5.1.1.5. To the best of its knowledge, all information provided by it to the other Party or any of its agents relating to this Agreement shall be true and accurate in all material respects at all times; and
 - 5.1.1.6. It, to the extent applicable, shall comply with all Applicable Law.
- 5.1.2. Customer further represents and warrants to MC2 that it possesses the requisite authority to designate MC2 as the GAA for the Accounts and that all such Accounts are eligible to participate in the Adjustable Block Program and Net Metering Tariff.

5.2. Covenants. The Parties hereby make the following covenants, each of which shall be true as of the Effective Date and shall continue to be true during the Term.

- 5.2.1. Exclusivity. Customer shall designate MC2 as its GAA with the Utility by completing and executing the Designation such that MC2 shall be Customer's exclusive GAA for the Accounts. During the Term, Customer shall not engage any person or entity other than MC2 to provide Services for any Subscription obtained through the Program.
- 5.2.2. GAA Authority. During the Term of this Agreement, Customer shall not revoke or modify MC2's authority to serve as Customer's GAA for any of the Accounts without MC2's express written consent.
- 5.2.3. Program Eligibility. Each Party agrees to not take any intentional action that would render it ineligible to receive Services or Bill Credits or to participate in the Program or the Adjustable Block Program. Customer agrees to and abide by such other

agreements and instruments, in addition to GAA Authority, as may be required by the Program or the Adjustable Block Program.

- 5.2.4. Minimum Subscription. Customer agrees to obtain at least one Subscription through the Program and to continuously hold at least one Subscription through the Program at all times.
- 5.2.5. Supply Option. Customer will at all times remain on: (i) Rate BES (basic electric service) or its successor, if the Utility is ComEd, or (ii) Rate BGS (basic generation service) or its successor if the Utility is Ameren, unless a change in supply option is mutually agreed to in writing with MC2.
- 5.2.6. Compliance Assistance. The Parties agree that when either Party has a compliance obligation under Applicable Law with respect to this Agreement or performance hereunder, the other Party shall take commercially reasonable steps to assist the Party with the compliance obligation.

6. (Reserved)

7. INSURANCE.

- 7.1. Insurance. Contemporaneous with MC2's execution of this Agreement, MC2 shall provide certificates of insurance, all with coverage and limits as set forth in Exhibit A to this Agreement. For good cause shown, the Customer's President, or his or her designee may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as the Customer's President, or his or her designee may impose in the exercise of his sole discretion. Such certificates and policies shall be in a form acceptable to Customer. Such insurance policies shall provide that no change, modification in, or cancellation of, any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to Customer. MC2 shall, at all times during the term of this Agreement, maintain and keep in force, at MC2's expense, the insurance coverage provided above.

8. AUDITS.

- 8.1. MC2 agrees to endeavor to keep a true and correct set of records pertaining to all Services performed under this Agreement, including supporting documentation. In the event that Customer believes a discrepancy exists in the fees due under this Agreement, Customer will notify MC2 in writing and the Parties shall work together in good faith to resolve such discrepancy, if any. Customer may, following 20 days' advance written notice, review and audit MC2's relevant records pertaining to the Services performed by MC2 under this Agreement and all payments made in regard thereto in order to verify the accuracy and compliance with this Agreement.

9. DISPUTE RESOLUTION.

- 9.1. Duty to Cooperate. The Parties shall endeavor to cooperate and work closely with each other to the fullest extent possible to facilitate performance under this Agreement, including assisting each other in identifying and correcting billing issues (including billing errors by the Utility) or other issues in connection with the Services and supplying each other with requested information and documents regarding the Accounts or Customer's participation in the Program as necessary or helpful to provide the Services and minimize billing disruptions or errors.
- 9.2. Disputes. In the event that an amount due under this Agreement or Services provided hereunder are in dispute, Customer will pay the entire undisputed amount of the Combined Bill in question and include with the payment a written request for review of the disputed

portion of the Combined Bill with sufficient detail concerning the amount in dispute no later than the payment due date of the related Combined Bill. The Parties will use their good faith efforts to resolve the dispute within 30 days of MC2's receipt of Customer's request for review. No action, regardless of form, arising from or pertaining to the Services, may be brought by Customer more than two (2) years from the date of issuance of the relevant Combined Bill in connection with which such action has accrued.

- 9.3. Arbitration. (Reserved).
- 9.4. Waiver of Jury Trial. (Reserved).
- 9.5. Prevailing Party. (Reserved).
- 9.6. Customer's Rights Unaffected. Customer's rights and obligations to the Utility, including but not limited to dispute of the Utility's bills, are not affected by this Agreement.

10. LIMITATION OF LIABILITY.

- 10.1. Notwithstanding anything to the contrary in this Agreement, in no event whatsoever shall either Party be liable for any special, indirect, incidental, punitive, exemplary, consequential, or similar damages, including loss of income or profits, costs of financing, loss of business, principal office overhead and expenses, lost time or goodwill, loss of reputation, or insolvency, even if the other Party has been advised of the possibility of such damages, without regard to whether such claims are based upon in breach of warranty, tort (including negligence of any degree), strict liability, contract, operation of law, or otherwise. The Parties each acknowledge and agree that they hereby waive any and all claims or rights that they may have to such damages.
- 10.2. Without limiting the provisions of Section 10.1 above, in no event shall the maximum cumulative liability of MC2 for any claim arising out of this Agreement, without regard to the form of action, exceed the monthly Fees paid by Customer to MC2 and actually received and retained by MC2 for the Services in question for the most recent month prior to the time such liability arose, excluding payments paid or scheduled for payment by MC2 to other parties pursuant to this Agreement.

11. MISCELLANEOUS.

- 11.1. Changes in Applicable Law and Material Change of Utility Policy. The Parties acknowledge and agree that the enactment, adoption, promulgation, modification, or repeal, or a material modification or change in the administrative or judicial application by any government agency or regulatory authority, of any Applicable Law may necessitate an amendment to this Agreement if such change: (i) would make it unlawful for a Party to perform any obligation under this Agreement; (ii) materially and adversely impacts a Party's ability to perform under this Agreement (including the alteration of the market rules under which MC2 operates such as changes in market prices due to changes in regulation of the components of such market prices) or requires a material change to the terms of this Agreement, which adversely affects a Party; or (iii) otherwise affects the Program such that either Party's obligations hereunder are materially changed (any such change being a "**Material Change of Law**"). In addition, if the Utility adds, withdraws, or modifies a policy, procedure, or other directive that is not a tariff approved by a Government Authority, the Parties acknowledge that an amendment to this Agreement may be necessary if such change: (i) materially and adversely impacts a Party's ability to perform under this Agreement; or (ii) otherwise affects the Program such that either Party's obligations hereunder are materially changed (any such change being "**Material Change of Utility Policy**"). Notwithstanding anything to the contrary in this Agreement, within a reasonable time after MC2 learns of a Material Change of Law or Material Change of Utility Policy, MC2 may provide written notice to the Customer identifying: (i) the nature of the change, (ii) MC2's concise explanation and proposal to amend this Agreement to

equitably adjust its Fees and/or other provisions of this Agreement, and (iii) the date on which such amendment is proposed to become effective. Within 15 days after delivery of such notice, Customer shall either execute such amendment or send notice to MC2 requesting a meeting with MC2 to review and discuss the matter, which meeting shall occur within 10 days following delivery of such notice. At such meeting and for a period of up to 20 days thereafter, the parties shall work together and cooperate in good faith to resolve any dispute and execute a mutually agreed amendment. MC2 may continue to provide the Services during any such negotiations, unless prohibited by Applicable Law or frustrated by a Material Change of Utility Policy.

- 11.2. Force Majeure Event. Except with respect to payment obligations, neither Party shall be held in breach of, or in noncompliance with, the provisions of this Agreement or liable for any damages or penalties relating to such breach or noncompliance where such alleged breach or non-compliance arose from or was caused by a Force Majeure Event. Non-compliance or a breach attributable to a Force Majeure Event shall be corrected within a reasonable time after the Force Majeure Event has ceased.
- 11.3. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to principles of conflicts of laws.
- 11.4. Notices. Notices and all other communications contemplated by this Agreement shall be in writing and shall be deemed to have been duly given (i) if personally delivered, on the day and at the time on which such notice is delivered to the intended recipient at its address set forth below; (ii) if sent by U.S. Postal Service, five (5) days after having been mailed by certified or registered mail, postage prepaid, return receipt, to the intended recipient at its address set forth below; (iii) if by Federal Express or other reputable express mail service, when delivered by such service to the intended recipient at its address set forth below; or (iv) if sent by electronic mail, when sent to the intended recipient at its email address set forth below. A Party may change the address for notices to such Party from time to time by giving written notice of such change to the other Party in accordance herewith.

<i>If to Customer:</i>	<i>If to MC2:</i>
Cara Pavlicek	Charles C. Sutton
Attention: Village of Oak Park	President
Village Manager	MC Squared Energy Services, LLC
	175 W. Jackson Blvd., Suite 240
	Chicago, IL 60604
Fax: (708)383-6692	Fax: (877) 281-1279
Email: cpavlicek@oak-park.us	Email: _____
<i>With a copy to:</i>	<i>With a copy to:</i>
Paul Stephanides	Legal Department
Attention: Village of Oak Park Attorney	Wolverine
	175 W. Jackson Blvd., Suite 200
	Chicago, Illinois 60604
Fax: (708)383-6692	Fax: (312) 884-3944
Email: pstephanides@oak-park.us	Email: _____

- 11.5. Entire Agreement. This Agreement, including, for the avoidance of doubt, its exhibits, sets forth the entire agreement and understanding between the Parties relating to the subject matter herein and merges all prior discussions between the Parties. No other agreements, representations, or understandings (whether oral or written and whether express or implied)

that are not expressly set forth in this Agreement have been made or entered into by either Party with respect to the subject matter hereof.

- 11.6. Modifications; Waivers. No modification or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by both Parties. No waiver by either Party of any breach of, or of compliance with, any condition or provision of this Agreement by the other Party shall be considered a waiver of any other condition or provision or of the same condition or provision at another time.
- 11.7. Construction of Agreement. The recitals contained in this Agreement are, and shall be construed to be, an integral part of this Agreement. The headings of paragraphs and subparagraphs contained in this Agreement are merely for convenience of reference and shall not affect the interpretation of any of the provisions of this Agreement. Any exhibits and schedules attached hereto are hereby incorporated herein as if fully set forth herein. Whenever the context so requires, the singular shall include the plural and vice versa. All words and phrases shall be construed as masculine, feminine, or neuter gender, according to the context. Whenever the term “include,” “including,” “included,” or a term of similar import is used in this Agreement, it shall mean “including without limiting the generality of the foregoing.” This Agreement is deemed to have been drafted jointly by the parties to this Agreement, and any uncertainty or ambiguity shall not be construed for or against any Party as an attribution of drafting to any Party. A “business day” under this Agreement shall mean any day other than a Saturday, Sunday, or a holiday under U.S. or Illinois law. Any period of time for an act or notice under this Agreement which ends on a day which is not a business day may be timely performed on the next following business day.
- 11.8. Assignment. Customer may not assign its rights or obligations under this Agreement without the prior written consent of MC2. MC2 may assign this Agreement without Customer’s consent and without prior notice, including without limitation to another Alternative Retail Energy Supplier (ARES) or to any entity that assumes MC2’s obligations hereunder in connection with a sale or transfer of all or a substantial portion of MC2’s assets to such entity. Upon any such assignment, MC2 shall be released from all future obligations under this Agreement. Any attempt to assign or transfer this Agreement without consent (where required) shall be null and void and constitute a material default hereunder. Subject to the foregoing, this Agreement shall be binding upon the Parties and their permitted successors and assigns.
- 11.9. Relationship of the Parties; Independent Contractors. The Parties are independent contractors. Other than as expressly described herein, nothing in this Agreement shall be deemed to create an agency, joint venture, or partnership relationship between MC2 and Customer. Neither Party shall have authority to act on behalf of or bind the other Party in any way, excluding MC2’s authority to submit the Designation and receive bills from the Utility.
- 11.10. Severability. Whenever possible, each of the provisions of this Agreement shall be construed so as to be interpreted in such manner as to be effective and valid under Applicable Law. If any provisions of this Agreement or the application thereof to any Party or circumstance shall be prohibited by or invalid under Applicable Law, such provision shall be ineffective to the extent of such prohibition without invalidating the remainder of such provision or any other provision of this Agreement or the application of such provision to other parties or circumstances.
- 11.11. Survival. The provisions of Sections 3 and 10 shall survive any termination or expiration of this Agreement.
- 11.12. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Signatures transmitted by facsimile or as emailed PDF copies shall be binding as originals, and each Party hereby waives any defenses to the enforcement of the terms of this

Agreement sent by facsimile or emailed PDF based upon the manner of transmission or form of signature (electronic, facsimile or “ink original”).

IN WITNESS WHEREOF, the Parties have duly executed this Agreement by their duly authorized representatives as of the Effective Date.

MC Squared Energy Services, LLC

[CUSTOMER NAME]

Signed:

Signed:

Printed/Typed Name:

Printed/Typed Name:

Title:

Title:

Date: _____

Date: _____

Attest: _____

Attest: _____

Signed: _____

Signed: _____

EXHIBIT A
INSURANCE COVERAGE

A. Worker's Compensation and Employer's Liability with limits not less than:

- (1) Worker's Compensation: Statutory;
- (2) Employer's Liability:
 - \$500,000 injury-per occurrence
 - \$500,000 disease-per employee
 - \$500,000 disease-policy limit

Such insurance shall evidence that coverage applies in the State of Illinois.

B. Comprehensive General Liability

- (1) with coverage written on an "occurrence" basis with limits no less than:
\$1,000,000 Bodily Injury and Property Damage Combined Single Limit Coverage is to be written on an "occurrence" basis.
Coverage shall include:
 - Broad Form Property Damage Endorsement
 - Blanket Contractual Liability (must expressly cover the indemnity provisions of the Agreement)
 - \$200,000 Deductible
- (2) coverage written on a "claims made" basis with limits no less than:
\$1,000,000 Bodily Injury and Property Damage Combined Single Limit Coverage is to be written on a "claims made" bases.
Coverage shall include:
 - Broad Form Property Damage Endorsement
 - Blanket Contractual Liability (must expressly cover the indemnity provisions of the Agreement)
 - \$200,000 Deductible
- (3) with coverage for motor vehicle liability with a combined single limit of liability for bodily injury and property damage of not less than \$1,000,000 for vehicles owned, non-owned, or rented.

C. Umbrella Policy. The required coverage may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.

D. Municipality Coverage. Per the requirements of MC2's insurance policy, MC2 will agree in writing to provide insurance for Customer, including its Board members and elected officials, officers, employees, agents, attorneys, consultants, and representatives for all the required coverage except Worker's Compensation and Professional Liability.

**EXHIBIT B
DESIGNATION**