



**ELECTRIC SERVICE AGREEMENT
EXHIBIT A – Standard Hybrid
Issued: December 23, 2020**

This offer is presented to **VILLAGE OF PALOS PARK** (“Customer”) by **DYNEGY ENERGY SERVICES, LLC** (“Supplier”) and represents a price for Customer’s full requirement retail power (“Retail Power”) needs at the service location(s) listed in Table 2, each service location referred to as an (“Account”). Upon acceptance, this offer will become Exhibit A of Supplier’s Electric Service Agreement Terms and Conditions (“Agreement”), a copy of which is attached. By signing this Exhibit A, Customer is authorizing Supplier to enroll each Account with the Utility (“Utility”) noted in Table 1.

Table 1	
Quote #:	Q-01180212
Delivery Term Begins:	February 2022
Delivery Term Ends:	December 2023
Percent Product Quantity (%):	100%
Percent Energy Price (/kWh):	ON-PEAK
	OFF-PEAK
	\$0.03605
	\$0.03605
Energy Price Adder (/kWh):	N/A
Distribution Losses (/kWh):	Pass-Thru
Transmission Charge (NITS) (/kWh):	Pass-Thru
Ancillary Charge (/kWh):	\$0.00185
Capacity Charge (/kWh):	Pass-Thru
RPS Charge (/kWh):	N/A
Gross Receipts (/kWh):	N/A
Voluntary REC Charge (/kWh):	N/A
Voluntary REC Quantity (%):	N/A
Utility:	ComEd
Utility Settlement Zone:	COMED
Regional Transmission Organization (RTO):	PJM
Broker/Consultant (If blank, N/A):	ILLINOIS COMMUNITY CHOICE AGGREGATION NETWORK DBA POWER AGENCY

Percent Energy and Index Energy: If applicable in Table 1, the Percent Energy Price shall apply to the Percent Product Quantity elected at the time of execution (“Percent Energy”). Such Percent Energy represents a percentage of Customer’s full requirements energy in any and all hours of operation. Index Energy, if any, is the quantity of metered usage during any hour of delivery that exceeds the Percent Energy (“Index Energy”) and is calculated by subtracting the sum of all the Percent Energy each hour from the total hourly-metered energy. The hourly price for Index Energy (the “Index Energy Price”) will equal the RTO Day Ahead Locational Marginal Price for the Utility Settlement Zone (“DA LMP”). If, during the Term of this Agreement, the DA LMP ceases to exist, then its replacement index shall be used for the remaining term of this Agreement. On an hourly basis, all Percent Energy kilowatt-hour deliveries will be metered before any Index Energy kilowatt-hour deliveries. If applicable, the Energy Price Adder will be applied to all metered kilowatt-hours.

The Percent Energy Price and the Index Energy Price include charges for energy, scheduling and load forecasting associated with the delivery of Percent Energy and Index Energy. The Percent Energy Price and Index Energy Price do not include charges for distribution energy losses, transmission/Network Integrated Transmission Service Charges (NITS), ancillary services, capacity, RPS, Gross Receipts, or Voluntary RECs, nor do they apply to any charges assessed by the Utility, all of which are the responsibility of Customer, including, but not limited to the following: charges for services under the Utility’s applicable delivery service tariffs and riders, facilities charges, taxes (either billed by the Utility or customer self-assessed) and other Utility charges, including but not limited to fuel, environmental, or decommissioning charges, as may be applicable from time to time. On-Peak and Off-Peak pricing, if applicable, shall be applied for such periods as described by the RTO.

Distribution Losses: Charges for distribution energy losses will appear as a separate line item on Customer's monthly invoice and shall be billed as follows:

If Distribution Losses Charge in Table 1 is a number, then the dollar/kilowatt-hour charge noted in Table 1 will apply to all metered kilowatt-hours throughout the Term.

If Distribution Losses Charge in Table 1 is noted as Pass-Through, Distribution Losses will be calculated by applying the distribution energy loss factor indicated under Utility's applicable delivery service tariffs to the metered kWh at each hour, and multiplying the result by the Index Energy Price. If the Percent Product Quantity in Table 1 equals 100%, Distribution Losses shall be billed at the Percent Energy Price.

Transmission: If applicable in Table 1, Customer acknowledges that Supplier will incur RTO transmission charges on Customer's behalf to deliver electricity to the Delivery Point (as defined in the Terms & Conditions). Charges for transmission are based upon the RTO's Open Access Transmission Tariff ("OATT") and business practices for the Utility zone. Charges will appear as a separate line item on Customer's monthly invoice and shall be billed as follows:

If the Transmission Charge in Table 1 is a number, then the dollar/kilowatt-hour charge noted in Table 1 will apply to all metered kWh throughout the term of this Agreement.

If the Transmission Charge in Table 1 is noted as Pass-Through, then the monthly charge will be dependent upon 1) the current rate charged by RTO at time electricity is delivered, 2) Customer's peak demand or network service peak load, as applicable, and 3) the number of days in the billing period. Supplier will be invoiced directly by the RTO for service and Customer agrees to pay to Supplier the Transmission Charge.

Ancillary Services: Customer acknowledges that Supplier (as the RTO Market Participant) will incur market-related charges regarding ancillary services as set forth in the applicable RTO OATT and for other RTO costs not otherwise included in any of the defined cost components in this Agreement ("Ancillary Services"). For purposes of clarity, such Ancillary Services shall include, but are not limited to, Auction Revenue Rights ("ARR"), Transmission Loss Credits, Balancing Congestion Charges, and, if applicable based upon Utility, Transmission Enhancement Charges/Credits. The dollar/kilowatt-hour charge noted in Table 1 will appear as a separate line item on Customer's monthly invoice.

Capacity Charge: Supplier will secure capacity relative to the supply of all electricity during the Term of this Agreement in accordance with the RTO business practices, policies, rules, regulations, or tariffs. Charges for capacity will appear as a separate line item on Customer's monthly invoice and shall be billed as follows:

If the Capacity Charge in Table 1 is a number, then the dollar/kilowatt-hour charge noted in Table 1 will apply to all metered kilowatt-hours throughout the Term.

If the Capacity Charge in Table 1 is noted as Pass-Through, then the monthly charge will be dependent upon 1) Customer's then current capacity obligation, or Capacity Peak Load Contribution ("PLC") as determined by the Utility, including any applicable Utility zoning factors, 2) the Final Zonal Capacity Prices (the "Current Capacity Rate") as determined by RTO, and 3) the number of days in the billing period.

RPS Charge: If applicable in Table 1, the Renewable Portfolio Standard (RPS) Charge identified in Table 1 applied to all metered kilowatt-hours represents Supplier's charge for compliance with its state requirement that all Retail Electric Service providers have renewable energy sources as a percentage of their supply portfolio.

Such RPS Charge imposed on alternative retail energy suppliers ("ARES") are due to expire as of June 1, 2019 pursuant to the Future Energy Jobs Bill (SB 2814), as amended. As of June 1, 2019, DYNEGY ENERGY SERVICES, LLC will no longer charge RPS Charge.

Gross Receipts: Charges for Gross Receipts will appear as a separate line item on Customer's monthly invoice and shall be billed as follows:

If Gross Receipts in Table 1 is a number, then the dollar/kilowatt-hour charge noted in Table 1 will apply to all metered kilowatt-hours throughout the Term.

If Gross Receipts in Table 1 is noted as Pass-Through, Supplier shall pass-through to Customer any costs it incurs with respect to Gross Receipts on a monthly basis throughout the Term

Voluntary REC Charge: If applicable in Table 1, Customer's monthly invoice shall include a line item equal to the dollar/kilowatt-hour charge noted in Table 1 for all metered kilowatt-hours throughout the Term. "Renewable Energy Certificate" or "REC" means a certificate, credit, allowance, green tag, or other transferable indicia howsoever entitled, created by a program or certification authority recognized by the RTO or the applicable agency of the State in which the Account is located, indicating generation of a particular quantity of energy, or product associated with the generation of a specified quantity of energy from a renewable energy source. A REC may include some or all additional environmental attributes associated with the generation of electricity, and those environmental attributes may, but need not be, verified or

certified by the same or different verification authorities or certification authorities that originally recognized the REC. The Parties agree and understand that a REC is separate from the Retail Power being delivered but, nonetheless, constitutes value associated with the provision of Retail Power. At the request of Customer, Supplier will provide related information pertaining to the REC, including the identity of the renewable energy resource, the date of creation and retirement of the REC, and the identity of the renewable energy facility. The delivery of additional voluntary renewable energy shall begin in the first billing cycle that follows the execution of this Agreement. Supplier shall retire a sufficient number of Renewable Energy Certificates that will correspond to the Total Renewable Energy Commitment as a portion of the Retail Power delivered in a given billing cycle. Retail Power shall be associated with the generation of electricity from a renewable energy resource such that the percentage required, when added to Customer's obligation under the RPS of this Agreement, shall equal the Voluntary Renewable Quantity (%) selected in Table 1. Retail Power shall be associated with the generation of electricity from a renewable energy source such that the percentage required, when added to Customer's obligation under the RPS of this Agreement, shall equal the Voluntary Renewable Quantity (%) selected in Table 1.

Renewable energy resource shall be selected by Supplier from any source provided for in 20 ILCS 687/6-3(f), which may be amended periodically.

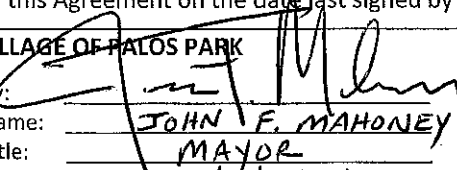
Percent Product or Quantity: *If a quantity other than 100% is elected in Table 1*, then upon Customer's request, Supplier will provide Customer with a written price quote for Customer's uncommitted/remaining load. Such requests shall be made in 25% increments of Customer's annual load profile, up to the full uncommitted portion of Customer's annual load, not to exceed 100%. If Customer wishes to accept a quote, then Supplier will issue a Confirmation Letter setting forth the price, duration and the portion of Customer's hourly load (excluding the initial volume or load set forth in this Agreement) to which the Confirmation Letter will be applicable. Customer may elect to accept any such Confirmation Letter prior to midnight on the day it is issued by signing and returning said written confirmation. Upon written acceptance by Customer and Supplier, the Confirmation Letter will then be incorporated as part of this Agreement. In the event Customer fails to confirm 100% of load elections prior to the first delivery of electricity under this Agreement, any uncommitted load shall be priced as Index Energy, as described above. Customer's resultant Percent Energy Price for the Term shall then be calculated as the weighted average of all Percent Energy Prices confirmed prior to delivery and billed as first through the meter. Then subsequent intra-term elections shall be billed as second through the meter. SUPPLIER DOES NOT GUARANTEE THE RESULTANT WEIGHTED AVERAGE PERCENT ENERGY PRICE WILL BE EQUAL TO OR LESS THAN THE ENERGY PRICE FOR 100% OF THE LOAD THAT SUPPLIER MAY HAVE OFFERED TO THE CUSTOMER AT THE TIME OF EXECUTION OF THIS AGREEMENT. CUSTOMER AGREES AND ACKNOWLEDGES THE VOLATILITY IN THE RETAIL ELECTRICITY MARKET AND ACCEPTS THE RISK OF THE HIGHER RESULTANT WEIGHTED AVERAGE PERCENT ENERGY PRICE. ALL METERS ASSOCIATED WITH THE ACCOUNT(S) MUST BE HOURLY INTERVAL DATA RECORDING METERS. THE MONTHLY INVOICE WILL BE A SUMMARY INVOICE FOR THE AGGREGATED HOURLY INTERVAL LOAD OF ALL METERS ON THE ACCOUNT(S). IN ADDITION TO THE AGGREGATED SUMMARY INVOICE, INDIVIDUAL ACCOUNT USAGE DETAIL WILL BE INCLUDED AND AN INTERVAL FILE IN COMMA SEPARATED VALUES ("CSV") FORMAT WILL LIKEWISE BE MADE AVAILABLE. THE PRICING OPTION WILL NOT INCLUDE CHARGES BY ACCOUNT.

Net Metering. Customer must enroll, and be accepted in, as applicable by state law, Utility's net metering program in order to participate in net metering with Supplier.

The validity, interpretation and performance of this Agreement shall be governed by and performed in accordance with the laws of the State of Illinois, together with administrative and judicial decisions construing applicable provisions of the Illinois retail choice law, 220 ILCS 5/16-101 et al, and without regard to principles of conflicts of law.

This offer is contingent on acceptance by the Utility of the enrollment of Customer with Supplier. By signing below, you certify that 1) you are authorized on behalf of Customer to enter into this Agreement with Supplier, 2) Customer has read the Terms & Conditions of this Agreement and agrees to be bound by them, and 3) Customer authorizes Supplier to enroll the Account(s) listed in Table 2 with the Utility which will allow Supplier to provide retail electricity.

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement on the date last signed by the Parties.

<p>DYNEGY ENERGY SERVICES, LLC</p> <p>By: _____ Name: Christopher Sill Title: Sr. Director Date: Jan 13, 2021</p>	<p>VILLAGE OF PALOS PARK</p> <p>By:  Name: JOHN F. MAHONEY Title: MAYOR Date: 1/11/2021</p> <p>**Signatory certifies authorization to enter in to this Agreement</p>
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BILLING AND NOTICE INFORMATION

FEIN or DUNS#: _____

Check here if you are a local government entity as defined by 50 ILCS 505/Local Government Prompt Payment Act.

If applicable, see Section 4 of the Terms & Conditions for below:

- Check here to receive one master invoice that includes detailed usage by Account. If blank, an individual invoice for each Account will be issued.
- Check here if you want invoices mailed to the Service Location, Attn: Accounts Payable. Otherwise, please complete Invoice information below.

Invoices (Complete below section)

Attn: Accounts Payable
 Address: 8999 W 123rd St
 Palos Park
 IL 60545
 E-mail: _____
 Phone: _____

Notices

Attn: Richard Boehm
 Address: 8999 W 123rd St
 Palos Park, IL 60545
 E-mail: rboehm@palospark.org
 Phone: (708) 671-3700

Sales Contact

Name: Debra Lucas
 Address: 1500 Eastport Plaza Dr
 Collinsville
 IL 62234
 E-mail: debra.lucas@vistracorp.com
 Phone: 312-515-3488

Notices/Inquires

Attn: Customer Care
 Address: 6555 Sierra Drive
 Irving
 TX 75039
 E-mail: ContractLegal12@vistraenergy.com
 Phone: 844-441-0716 Option-3

Upon execution and delivery to Supplier, this Agreement is binding. Please retain a copy for your records and send a signed copy to ContractLegal12@vistraenergy.com. Supplier will forward all necessary documents to the Utility.

ELECTRIC SERVICE AGREEMENT
ACCOUNT INFORMATION SHEET FOR
VILLAGE OF PALOS PARK AS OF 12/23/2020

TABLE 2 Utility: ComEd			
	Account #	Bill Group	Service Location
1	0163062093	2	12100 S 82ND AVE,, PALOS PARK, IL 60464
2	0416099020	21	135 FOREST EDGE CT,, PALOS PARK, IL 60464
3	1023125083	20	12222 WILL COOK RD LIFT STA, PALOS PARK, IL 60464
4	2199149072	16	9301 W 123RD ST, PALOS PARK, IL 60464
5	2919009002	16	9 PARTRIDGE, PALOS PARK, IL 60464
6	3081105010	16	12101 SOUTHWEST HWY, PALOS PARK, IL 60464
7	3117005065	16	12701 KINVARRA DR, PALOS PARK, IL 60464
8	3657007098	2	12100 S 82ND AVE,, PALOS PARK, IL 60464
9	3765087020	16	9540 123RD ST, PALOS PARK, IL 60464
10	4305030044	16	10101 125TH ST, PALOS PARK, IL 60464
11	4593104051	16	68 OLD CREEK RD, PALOS PARK, IL 60464
12	6105046004	16	40 RAMSGATE, PALOS PARK, IL 60464
13	6195005000	16	8812 120TH PL, PALOS PARK, IL 60464
14	6303051092	16	12410 91ST AVE, PALOS PARK, IL 60464
15	6519008065	16	8201 ROUTE 83, PALOS PARK, IL 60464
16	6645162032	16	24-1/2 ROMIGA, PALOS PARK, IL 60464
17	7167030012	16	12355 WOLF RD, PALOS PARK, IL 60464

Diego Florez
 Diego Florez (Jan 13, 2021 11:44 CST)

**ELECTRIC SERVICE AGREEMENT
TERMS & CONDITIONS**

This Electric Service Agreement ("Agreement") is between Supplier and Customer and is dated and effective as of the date the Exhibit A is signed by both parties. To the extent there is a conflict in the terms, interpretation or understanding of this Agreement and Exhibit A, the terms of Exhibit A shall supersede the terms of this Agreement.

1. ELECTRIC ENERGY SERVICES

Supplier shall supply and deliver to Customer and Customer shall exclusively purchase and receive from Supplier all Retail Power as defined in Exhibit A, pursuant to the terms and conditions which are described in the attached Exhibit A and incorporated herein for all purposes. The Retail Power will be delivered to the interconnection between the transmission system of the applicable transmission provider and the Utility's ("Utility") distribution system ("Delivery Point"). Customer's Utility will be responsible for delivery of Retail Power to Customer's meter from the Delivery Point. The delivery of Retail Power over the Utility's distribution system is subject to the terms and conditions of the Utility's tariff relating to delivery and metering. Customer's Utility will send Customer a notice confirming the switch to Supplier for electricity (the "Confirmation"). Customer shall provide written notice as soon as practicable of any changes to Customer's Account and meter numbers and/or billing locations associated with Customer's delivery services. Customer is solely responsible for payments of all charges related to the delivery of the Retail Power from the Utility whether billed to Supplier or Customer, and agrees to hold harmless and indemnify Supplier from any liability, demand or payment for same. Customer represents and warrants it is eligible to receive electric energy services from Supplier and that it has given all required notices to the supplier currently serving Customer, if applicable.

2. TERM OF AGREEMENT

After Supplier and the Utility process Customer's enrollment request, Retail Power delivery will begin for each Account with the first available meter reading date of the month noted under "Delivery Term Begins" in Table 1 or as soon as possible thereafter, and ends with the regularly scheduled meter reading date for the month noted under "Delivery Term Ends" in Table 1 on Exhibit A ("Term"). At the end of the Term of this Agreement, Supplier will return Customer to Utility default service, unless a written amendment has been executed to renew the Term. Notwithstanding the foregoing, the Term is subject to renewal pursuant to the conditions under Section 3, Monthly Renewal.

3. MONTHLY RENEWAL

This Agreement shall automatically continue on a monthly basis ("Renewal Term") at the rates determined by Supplier, which may vary from month to month. If Customer has not notified Supplier that Customer has elected to obtain Retail Power from another retail supplier, then Supplier may, in its sole discretion, place Customer on Renewal Term service or

Supplier may return Customer to Utility default service, thereby terminating this Agreement.

4. PAYMENTS/INVOICES

Supplier will issue an invoice via mail or e-mail based on actual usage data provided by the Utility as soon as practicable after the end of each Monthly Billing Cycle in which service was provided. Each invoice will include Supplier charges set forth in this Agreement and payments shall be received by Supplier within twenty-one (21) Calendar Days following the issue date of each invoice, the "Due Date". Alternatively and upon mutual agreement of the Parties and approval by Utility, Supplier may issue an invoice that includes both Supplier charges set forth in this Agreement and the Utility's delivery service charges, in which case the Due Date shall be reduced to fourteen (14) days. All payments shall be made via an electronic method or check to the account specified on each invoice. Should the Utility fail to provide the customer's usage information to Supplier within five (5) Business Days after the published meter read date, Supplier reserves the right to provide the Customer with an estimated bill to be trued up in an invoice that follows receipt of the actual bill. Amounts not paid on or before the Due Date shall be deemed delinquent and a late payment charge equivalent to one and one-half percent (1.5%) will be assessed each month on the unpaid balance ("Interest Rate"). If Customer in good faith disputes the correctness of any invoice rendered under this Agreement, then Customer shall 1) provide written explanation of the basis of the dispute to Supplier no later than the Due Date and 2) pay the undisputed portion of the amount invoiced no later than the Due Date. If the disputed amount is determined to have been due by Supplier, it shall be paid to Supplier within five (5) Business Days of such determination, along with interest at the Interest Rate from and including the date such amount was due, but excluding the date paid. For purposes of this Agreement, "Business Day" shall mean any day except a Saturday, Sunday, or a Federal Reserve Bank holiday, and "Calendar Day" shall mean every day including Saturday, Sunday and Federal Reserve Bank holidays.

If Customer is a state government entity as defined by its local government Prompt Payment Requirements Act indicated in Exhibit A, then, in such event, said Act shall control with regard to the calculation of payment due dates and late payment charges. All other provisions in this paragraph remain the same and are in effect.

5. CUSTOMER INFORMATION

Customer authorizes Supplier to receive current and historical energy billing and usage data from the Utility and such authorization shall remain in effect unless Customer rescinds such authorization in writing. Supplier reserves the right to cancel this Agreement in the event that Customer rescinds such authorization. Customer has the right to request from Supplier, twice within a twelve (12) month period without charge, up to twenty-four (24) months of Customer's payment history.

6. TAXES

Except for taxes on the gross income and property of Supplier, all federal, state, and municipal or other governmental subdivision taxes, assessments, fees, use taxes, sales taxes or excise taxes, or similar taxes or fees incurred by reason of Retail Power sold under this Agreement are the sole responsibility of Customer, and Customer agrees to hold harmless and indemnify Supplier from any liability, demand or payment for same. It is understood that Supplier is responsible for all taxes applicable prior to Supplier's delivery to the Delivery Point, and Supplier agrees to hold harmless and indemnify Customer from any liability, demand or payment for same.

7. CREDIT

Should Customer's creditworthiness or financial condition deteriorate following the date of this Agreement, Supplier may request adequate financial security from Customer in a form acceptable to Supplier as determined in a commercially reasonable manner. The failure of Customer to provide adequate financial security to Supplier within ten (10) Business Days of a written request by Supplier shall be considered an Event of Default under Section 14. For purposes of this Section, creditworthiness or financial condition shall be determined by Supplier in a commercially reasonable manner, based upon but not limited to, reasonable concern over Customer's payment pattern, discovery of negative or derogatory public information, and/or based upon a review of Customer's most recently audited annual financial statements or such other documents that may be necessary to adequately determine Customer's creditworthiness (which, if available, shall be supplied by Customer upon the reasonable request of Supplier). In addition the determination of creditworthiness or financial condition may include consideration of the market exposure assumed by Supplier relevant to the liquidation value of this Agreement under Section 14.

8. CONFIDENTIALITY

Customer and Customer's agents and Supplier and/or Supplier's agents shall treat as confidential all terms and conditions of this Agreement, including all information and documentation exchanged by the Parties during the negotiations of this Agreement. Neither Party will disclose terms and conditions of this Agreement to any other party, except as required by law. Notwithstanding the foregoing, Supplier and/or Supplier's agents and Customer and/or Customer's agents shall be allowed to acknowledge that an Agreement for Retail Power services does exist between the Parties. At Supplier's discretion, third-party agents of Customer may be asked to execute a confidentiality agreement.

9. WARRANTY, DISCLAIMER AND LIMITATION OF LIABILITY

Supplier warrants title to all Retail Power delivered hereunder, and sells such Retail Power to Customer free from liens and adverse claims to the delivery point. THIS IS SUPPLIER'S ONLY WARRANTY CONCERNING THE RETAIL POWER PROVIDED HEREUNDER, AND IS MADE EXPRESSLY IN

LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR OTHERWISE. UTILITY WILL PROVIDE DELIVERY SERVICES UNDER THIS AGREEMENT; THEREFORE SUPPLIER IS NOT LIABLE FOR ANY DAMAGES RESULTING FROM FAILURE BY THE UTILITY OR RTO. SUPPLIER DOES NOT GUARANTEE UNINTERRUPTED SERVICE AND SHALL NOT BE LIABLE FOR ANY DAMAGES SUSTAINED BY CUSTOMER BY REASON OF ANY FAILURE, ALTERATION OR INTERRUPTION OF SERVICE. NEITHER PARTY SHALL BE RESPONSIBLE UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE, INCURRED BY THE OTHER PARTY.

10. FORCE MAJEURE

If a Party is prevented by Force Majeure from carrying out, in whole or part, its obligations under this Agreement (the "Claiming Party") and gives notice and details of the Force Majeure to the other Party as soon as practicable, then the Claiming Party shall be excused from the performance of its obligations under this Agreement (other than the obligation to make payments then due or becoming due with respect to performance prior to the Force Majeure). The Claiming Party shall remedy the Force Majeure with all reasonable dispatch. During the period excused by Force Majeure, the non-Claiming Party shall not be required to perform its obligations under this Agreement. "Force Majeure" shall mean an event or circumstance which prevents the Claiming Party from performing its obligations or causes delay in the Claiming Party's performance under this Agreement, which event or circumstance was not anticipated as of the date this Agreement was agreed to, which is not within the reasonable control of, or the result of the negligence of the Claiming Party, and which, by the exercise of due diligence or use of good utility practice, as defined in the applicable transmission tariff, the Claiming Party is unable to overcome or avoid or cause to be avoided, such as, but not limited to: acts of God, fire, flood, earthquake, war, riots, strikes, walkouts, lockouts and other labor disputes that affect Customer or Supplier. Force Majeure shall not be based on 1) Customer's inability to economically use the Retail Power purchased hereunder or 2) Supplier's ability to sell the Retail Power at a price greater than the price under this Agreement.

11. CHANGE IN LAW OR REGULATORY EVENT

In the event that any change in or enactment of any rule, regulation, Utility operating procedure, tariff, ordinance, statute, or law affecting the sale or transmission, distribution, or purchase or other obligation under this Agreement (including but not limited to any administrative ruling, interpretation, or judicial decision), or any new or increased charges to maintain system reliability affects Supplier's costs to deliver Retail Power, as determined in Supplier's reasonable discretion (a "Change in Law"), Supplier shall 1)

provide written notice to Customer of the change; 2) specify the effect on price necessary to accommodate the Change in Law, and 3) state the date upon which such new pricing shall be effective, which date shall not be less than thirty (30) days from the date of the written notice and shall coincide with the next Monthly Billing Cycle invoice that follows the thirty (30) day period. Customer agrees that it shall be bound by the new pricing set forth in the written notice described in the foregoing provision.

12. ASSIGNMENT/CUSTOMER NAME CHANGE

This Agreement shall be binding on each Party's successors and permitted assigns. Neither Party shall assign this Agreement or its rights without the prior written consent of the other Party, which consent shall not be unreasonably withheld; provided, however, 1) Supplier may assign its rights and obligations under this Agreement to an affiliate without consent of the Customer, or 2) the assigning party ("Assignor") shall be released from all liability under this Agreement if assignee agrees in writing to be bound by the terms and conditions and assumes the liability of Assignor under this Agreement.

If Customer undergoes a change of legal name during any term of this Agreement, Customer is responsible for notifying the Utility and Supplier of such change in Customer's legal name (such new name, the "New Name") as soon as practicable. Customer further agrees to take any and all steps as may be required by the Utility to continue as Supplier's customer or to re-enroll with Supplier.

13. WAIVER

Except as otherwise set forth in this Agreement, failure or delay on the part of either Party to exercise any right, power, or privilege under this Agreement shall not operate as a waiver of such right, power or privilege of this Agreement.

14. EVENTS OF DEFAULT

Definition: An "Event of Default" shall mean, with respect to a defaulting party (the "Defaulting Party"), the occurrence of any of the following: (a) the failure to make, when due, any payment required pursuant to this Agreement if such failure is not remedied within five (5) Business Days (as such term is defined in Section 4 above) after written notice of such failure; (b) any representation or warranty made by such Party herein is false or misleading in any material respect when made or when deemed made or repeated; (c) the failure to perform any material covenant or obligation set forth in this Agreement (except to the extent constituting a separate Event of Default, and except for such Party's obligations to deliver or receive where such Party has made payments due for such failure to deliver or receive) if such failure is not remedied within five (5) Business Days (as such term is defined in Section 4 above) after written notice by Supplier to Customer; (d) such Party (1) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or commenced against it, (2) makes an assignment or any general arrangement for the benefit of

creditors, (3) otherwise becomes bankrupt or insolvent (however evidenced), or (4) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets as part of bankruptcy proceeding or reorganization for the benefit of creditors; (e) the failure of Customer to satisfy the creditworthiness/collateral requirements under Section 7 of this Agreement; or (f) a Party consolidates or merges with or into, or transfers all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting, surviving or transferee entity fails to assume all the obligations of such Party under this Agreement, or the resulting, surviving or transferee entity does not satisfy the creditworthiness requirements/collateral requirement set forth in Section 7 of this Agreement (each, an "Event of Default").

Suspension and Early Termination: If an Event of Default occurs, the non-defaulting Party ("the Non-Defaulting Party") may, at its option and in its sole discretion, 1) suspend its performance under this Agreement, or 2) terminate this Agreement ("Early Termination"), at which Early Termination, the Non-Defaulting Party shall have the right to liquidate this Agreement and to demand payment of, which the defaulting Party ("the Defaulting Party") shall pay upon invoice, a settlement amount which shall be equal to a) if Customer is the Defaulting Party, any unpaid invoices plus the positive difference (if any) of the Percent Energy Price minus the Market Price multiplied by the Total Monthly Usage kWh in the Monthly Billing Cycles remaining in the Term or Renewal Term, or b) if Supplier is the Defaulting Party, the net result of any unpaid invoices by Customer to Supplier and, the positive difference (if any) of the Market Price minus the Percent Energy Price multiplied by the Total Monthly Usage kWh in the Monthly Billing Cycles remaining in the Term or Renewal Term. Any such calculation shall be discounted to present value, plus other costs, expenses and charges under this Agreement which the Non-Defaulting Party incurs as a result of such Early Termination, in addition to and without prejudice to any right of setoff, recoupment, combination of accounts, lien or other right to which the Non-Defaulting Party is otherwise entitled, whether by operation of law, equity, contract or otherwise as a result of the Event of Default and early termination of this Agreement, subject to any limitations on liability as set forth in Section 9 WARRANTY, DISCLAIMER AND LIMITATION OF LIABILITY. For the purposes of this section "Market Price" shall mean the amount, as determined by the Non-Defaulting Party, that a bona fide third party would pay for the subject kWh at the then current prevailing energy prices. The non-Defaulting Party may consider, among other things, quotations from the leading dealers in the wholesale energy industry, internally developed forward market prices and other bona fide third party offers as commercially available to the Non-Defaulting Party, which will be adjusted, as necessary, for the period and differences in transmission costs, volume, and other factors, as reasonably determined by the Non-Defaulting Party.

15. MISCELLANEOUS

This Agreement constitutes the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes and extinguishes any and all prior oral or written agreements between the parties concerning the subject matter of this Agreement. This Agreement may only be modified or amended through a written document signed by both parties. Except as otherwise set forth in this Agreement, failure or delay on the part of Supplier to exercise any right, power, or privilege under this Agreement shall not operate as a waiver of such right, power or privilege of this Agreement.

16. FORWARD CONTRACT/NON-UTILITY ACKNOWLEDGEMENT

The Parties agree this Agreement is construed and understood to be a "forward contract" as defined by the U.S. Bankruptcy Code. Each party agrees that, for purposes of this Agreement, the other party is not a "utility" as such term is used in Section 366 of the U.S. Bankruptcy Code, and each party waives and agrees not to assert the applicability of the provisions of such Section 366 in any bankruptcy proceeding wherein such party is a debtor.

17. RESOLUTION OF DISPUTES/ARBITRATION

If a question or controversy arises between the Parties concerning the observance or performance of any of the terms, provisions or conditions contained herein or the rights or obligations of either Party under this Agreement, such question or controversy shall in the first instance be the subject of a meeting between the Parties to negotiate a resolution of such dispute. Such meeting shall be held within fifteen (15) days of a written request by either Party. If within fifteen (15) days after that meeting the Parties have not negotiated a resolution or mutually extended the period of negotiation, the question or controversy shall be resolved by arbitration in accordance with arbitration procedures

established from time to time by the American Arbitration Association ("AAA"). The panel of arbitrators to be provided shall be competent in their expertise and qualifications to understand and arbitrate the dispute. In addition to the arbitration procedures established by the AAA, arbitration shall be conducted pursuant to the Federal Rules of Evidence. The arbitrators may award only damages as allowed for by this Agreement, and attorney fees and other legal costs. Any decision and award of the majority of arbitrators shall be binding upon both Parties. Judgment upon the award rendered may be entered in any court of competent jurisdiction.

18. EXECUTION

Customer may provide Supplier with an executed facsimile copy of the Agreement, or other form of an electronic execution of the Agreement, and in such event the Agreement is binding on the Parties upon acceptance and execution by Supplier, and shall be deemed an original.

19. CHANGES IN CONSUMPTION

Customer will provide Supplier advanced notification of any planned shut-downs or known or anticipated changes to Customer's operations that will have an impact on Supplier's ability to accurately forecast Customer's load and/or notice of any Account closings that may occur or may be expected to occur during the Term. Supplier may incorporate a request that Customer provide a periodic production or load forecast to aid in forecasting Customer's load requirements as part of the terms of this Agreement.

20. CUSTOMER SERVICE

For questions about your invoice or Supplier service, please contact our Customer Care Department by calling Supplier at the toll free number listed on the Notices Schedule. To report a service outage in an emergency or for any other questions, please contact your Utility directly.

Signature: Debra Lucas
Debra Lucas (Jan 13, 2021 11:00 CST)

Email: debra.lucas@vistracorp.com










DYN-Village of Palos Park - Q-01180212

Final Audit Report

2021-01-13

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By:	Debra Lucas (debra.lucas@vistracorp.com)
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