

EXTENDED TERM AGREEMENT AND PRICE AMENDMENT NO. 2

This Extended Term Agreement and Price Amendment No. 2 (hereinafter the "ETPA No. 2"), is entered into as of this 8th day of April, 2014 between the Village of Palos 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 dated May 31, 2012 and amended April 8, 2014 (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 at an amended, updated price and under a new price adjustment procedure;

NOW, THEREFORE, the Parties agree as follows:

1. The Parties agree to strike Article 4.1.3 Price Guarantee in its entirety.
2. Pursuant to Article 5.1 of the MPSA as previously amended, the Parties hereby agree to change the current termination date of ComEd's June 2014 Billing Cycle to through ComEd's June 2015 Billing Cycle and thereby, further extend the term of the MPSA for 12 months through the last day of ComEd's June 2015 Billing Cycle ("Extended Term" as defined and referred to in the MPSA).
3. The Parties agree to amend the definition of Price in Section 2.30 to strike the word "fixed" so that Article 2.30 will now define Price as follows:

2.30. "Price" means the price expressed in cents per kilowatt hour at which the Supplier will provide Services as set forth in Exhibit C.

4. The Parties agree that the Price for Services during this Extended Term shall be as depicted on the Amended Exhibit C attached hereto. Further, the Parties agree and acknowledge that under the Extended Term Pricing, as depicted on Amended Exhibit C, the Price will be adjusted effective each June of the Extended Term to reflect increases in ComEd Transmission and Capacity charges. For avoidance of doubt, the Parties acknowledge and agree that this procedure for adjusting the Price, as more fully described in amended Exhibit C, is in addition, and not intended in any way, to affect Supplier's rights to adjust its Price under Article 7 of the MPSA.

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 Palos Park

Signed:

Signed:



Printed/Typed Name:
Charles Sutton

Title:
President

Date: 4/9/14

Attest:

Sharon Hillman
Signed

Sharon Hillman
Printed/Typed Name:

E.V. President
Title:

Printed/Typed Name:
R.S. Boehm

Title:
VILLAGE MANAGER

Date: 4/8/14

Attest:

Cathy A. Gabol
Signed

CATHY A. Gabol
Printed/Typed Name:

Deputy Clerk
Title:

AMENDED EXHIBIT C

PRICE

EXTENDED TERM (NO. 2) PRICING \$0.07151 per kWh *

Residential and Commercial Customer Class Price

Energy \$0.05129 per KWh

Capacity \$0.01425 per KWh*

Transmission \$0.00597 per KWh*

Initial Price (to be adjusted as described below) \$0.07151 per KWh*

Residential and/or Commercial Customer Class Price for those who elected 100% Green REC Mix will be \$0.0014 per KWh if they continue to want the 100% Green REC Mix.

Termination Fee for Withdrawing Customers:

Residential: \$0 per utility account

Commercial: \$0 per utility account

Term: 12 months

***PRICE ADJUSTMENT PROCEDURE**

- The Price depicted above does not include utility distribution charges or applicable taxes. Further, both Parties agree and recognize that components of the Price depicted above include electric tariff charges that are authorized by the Illinois Commerce Commission, Independent System Operator, other state or governmental agencies having jurisdiction, and/or the Federal Energy Regulatory Commission. Any increases in these charges subsequent to the execution of this Contract Amendment – ETPA No. 2 (some of which are described below) shall be directly passed through to Aggregation Members by a corresponding increase in the Price as delineated below. For avoidance of doubt, the Parties acknowledge and agree that this procedure for adjusting the Price, as more fully described below, is in addition, and not intended in any way, to affect Supplier's rights to adjust its Price under Article 7 of the MPSA.
- The "Energy" component will remain fixed for the 12 month term.
 - "Transmission Component" Adjustment
 - mc² has been notified by ComEd of a NSPL change effective January 1, 2015. The amount of the change is not known at this time, but mc² will add any increase due to ComEd's change to "Transmission", without mark-up, on the appropriate billing cycle date following the effective date of the change.
 - Thereafter each June of the extended contract term, mc² will adjust the Price by adding the per unit increase in the "Transmission" component to the existing Price, without mark-up, for NSPL changes by ComEd on the appropriate billing cycle date following the effective date of the change.
- "Capacity Component" Adjustment
 - mc² has been notified by ComEd of a PLC change effective June 1, 2015. The amount of the change is not known at this time. mc² will add any increase due to ComEd's change to "Capacity", without mark-up, on the appropriate billing cycle date following the effective date of the change.

- Effective each June of the extended contract term, mc² will adjust the Price by adding the per unit increase in "Capacity" component to the Price, without mark-up, for PLC changes by ComEd on the appropriate billing cycle date following the effective date of the change.
- Any such adjustments to the Price will include the cost of any required communications to the Aggregation Members regarding the price change.
- Price Notifications - The Parties agree that any future price adjustments will be communicated via a "Price Notification Letter" to the "Program Customers" at least 30 days prior to the Customer receiving their bill with the new price as indicated in the revised Terms and Conditions in Exhibit A. An Opt-Out process will not be administered for the price adjustments.

Supplier: MC Squared Energy Services, LLC

Municipality: Village of Palos Park

Signed:

Signed:





Printed/Typed Name:
Charles Sutton

Printed/Typed Name:
R. S. BOEHM

Title:
President

Title:
VILLAGE MANAGER

Date: 4/9/14

Date: 4/8/14

Attest:

Attest:


Signed


Signed

Sharon Hillman
Printed/Typed Name:

Cathy A. Sabo
Printed/Typed Name:

Executive V.P.
Title:

Deputy Clerk
Title: