

**A RESOLUTION
 APPROVING AN EXTENDED TERM AGREEMENT
 AND PRICE AMENDMENT #1 BETWEEN
 THE VILLAGE OF CAMPTON HILLS
 AND
 MC SQUARED ENERGY SERVICES, LLC.
 FOR ELECTRIC POWER SUPPLY**

NOW THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF CAMPTON HILLS, KANE COUNTY, ILLINOIS AS FOLLOWS:

Section 1. The Agreement between the Village of Campton Hills and MC Squared Energy Services, LLC. for the Extended Term Agreement and Price Amendment No. 1, in words and figures as attached hereto as EXHIBIT A, shall be and hereby is approved in substantially the form attached, subject to changes which may be made by the Village President and approved by the Village Attorney.

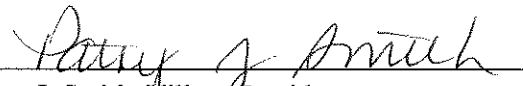
Section 2. The Village President and Village Clerk are hereby authorized and directed to execute EXHIBIT A, on behalf of the Village, as well as execute any and all additional documents necessary to carry out the terms and provisions of said Exhibit A.

Section 3. This resolution shall take full force and effect upon its passage and approval as provided by law.

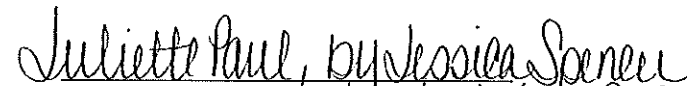

Passed this 20th day of May, 2014 by roll call vote:

	AYES	NAYES	ABSENT	ABSTAIN
Trustee Laura B. Andersen	_____	_____X_____	_____	_____
Trustee Harry Blecker	_____X_____	_____	_____	_____
Trustee Susan P. George	_____X_____	_____	_____	_____
Trustee Jim W. Kopec	_____X_____	_____	_____	_____
Trustee Albert Lenkaitis	_____	_____	_____X_____	_____
Trustee Mike D. Millette	_____X_____	_____	_____	_____
President Patsy J. Smith	_____	_____	_____	_____

APPROVED THIS 30th DAY OF May, 2014


 Patsy J. Smith, Village President

(SEAL)

ATTEST: 
 Juliette Paul, Village Clerk 
 Interim Deputy Clerk

EXTENDED TERM AGREEMENT AND PRICE AMENDMENT NO. 1

This Extended Term Agreement and Price Amendment No. 1 is entered into as of this 21st day of May, 2014 between the Village of Campton Hills, Kane 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 June 6, 2012 (hereinafter the "MPSA" which is hereby incorporated by reference)

WHEREAS, pursuant to the terms of the MPSA the Parties wish to amend the MPSA and 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 amend the definition of Price in Article 2.27 to strike the word "fixed" so that Article 2.27 will now define Price as follows:

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

2. The Parties agree to strike the following language in the first sentence of Article 4.1.2 "Except as provided in Section 4.1.3 of this Agreement"
3. The Parties agree to strike Article 4.1.3 Price Guarantee in its entirety.
4. The Parties agree to delete the existing Article 4.1.4 and replace it with the following:

Administrative Compensation. Pursuant to the Plan under Section VII.G., Supplier will pay twenty thousand (\$20,000) each year to the Village for the administration of the Program. The respective payment from the Supplier to the Village shall be made within thirty (30) days of the initial meter read date of the Amended MSA and the corresponding anniversary date if applicable.

5. The Parties agree to strike the last sentence of Article 5.1.
6. Pursuant to Article 5.1 of the MPSA, the Parties hereby agree to change the current MPSA termination date of ComEd's August 2014 Billing Cycle to ComEd's August 2016 Billing Cycle and thereby, extend the term of the MPSA for 24 months through the last day of ComEd's August 2016 Billing Cycle ("Extended Term" as defined and referred to in the MPSA).
7. 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 January 2015 and to be effective each June thereafter of the Extended Term to reflect changes in ComEd allocation changes related to 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 to, 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 Campton Hills

Signed:

Sharon Hillman

Signed:

Patsy J Smith

Printed/Typed Name:

Sharon Hillman

Printed/Typed Name:

Patsy Smith

Title:

Executive Vice President -- Regulatory Affairs

Title:

Village President

Date: May 21, 2014

Date: May 21, 2014

Attest:

Ann DeBortoli
Signed

Attest:

Kristen Johnson
Signed

Ann DeBortoli

Printed/Typed Name:

Director -- Municipal Aggregation

Title:

Kristen Johnson

Printed/Typed Name:

Village Administrator

Title:

EXTENDED TERM AGREEMENT AND PRICE AMENDMENT NO.1

AMENDED EXHIBIT C

PRICE

EXTENDED TERM (NO. 1) PRICE \$0.06977 per kWh *¹

Residential and Commercial Customer Class Price

Initial Price ² (to be adjusted as described below) \$0.06977 per kWh*

Termination Fee for Withdrawing Customers:

Residential: \$0 per utility account

Commercial: \$0 per utility account

Term: 24 months

¹The price of \$0.06977 per kWh breakout is as follows:

Energy \$0.05041

Capacity \$0.01380

Transmission \$0.00556

The capacity and transmission components are charged by the PJM Regional Transmission Operator and allocated to Suppliers by the utility (ComEd)

² The price has zero additional renewable whereas in the original contract there was 50% green REC mix. Residential and/or Commercial Customer Class Price for those who elected 100% Green REC Mix will be charged an additional \$0.0015 per kWh if they continue to want the 100% Green REC Mix. The Green REC Mix price may be updated annually according to market rates effective each June.

***PRICE ADJUSTMENT PROCEDURE**

- Members shall be served at the Price delineated in this Amended Exhibit C and in accordance with the revised Terms and Conditions contained in Attachment A. The Price includes various pass through charges, including without limitation those charged by ComEd to any ARES Supplier, and ISO (PJM), for transmission, capacity and ancillary services authorized by the Federal Energy Regulatory Commission and the Illinois Commerce Commission or other local, state and federal jurisdictional bodies (such charges collectively referred to herein as "Pass Through Charges"). Any subsequent increase in these Pass Through Charges shall be passed through to Members via a price adjustment to the Price on this Amended Exhibit C based upon the effective date of the change. Supplier will provide notice of the estimated impact of the change to the Village as soon as commercially practicable upon Supplier itself receiving notice of the amount of the change from the jurisdictional body, ComEd or ISO.
- mc² is aware of two changes in Pass Through Charges, although such changes are not yet quantified. First, mc² has been notified by ComEd of a NSPL allocation method 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 allocation change to transmission costs, without mark-up, on the appropriate billing cycle date following the effective date of the January 1, 2015 transmission change.

- Second, mc² has been notified by ComEd of a PLC allocation method 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 allocation change to capacity, without mark-up, on the June billing cycle date following the effective date of the change.
- Price Notifications – Notwithstanding anything to the contrary in the MSA, as amended, the Parties agree that the Pass Through Price adjustments for NSPL and PLC described in this Amended Exhibit C, will not require written notice of the change to the customers. Instead, the exact amount of such Price adjustments and new price shall be posted as soon as commercially practicable on the mc² Municipal Aggregation website dedicated to the Village of Campton Hills at www.CamptonHillsElectricityAggregation.com.

Supplier: MC Squared Energy Services, LLC

Municipality: Village of Campton Hills

Signed:

Sharon Hillman

Signed:

Patsy J Smith

Printed/Typed Name:

Sharon Hillman

Printed/Typed Name:

Patsy Smith

Title:

Executive Vice President – Regulatory Affairs

Title:

Village President

Date: May 21, 2014

Date: May 21, 2014

Attest:

Ann DeBortoli

Signed

Attest:

Jennifer Johnson

Signed

Ann DeBortoli

Printed/Typed Name:

Jennifer Johnson

Printed/Typed Name:

Director – Municipal Aggregation

Title

Village Administrator

Title



where energy comes from

ATTACHMENT A

RETAIL ELECTRICITY SUPPLY TERMS AND CONDITIONS OF SERVICE VILLAGE OF CAMPTON HILLS

The following Terms and Conditions of Service (Agreement) apply to the provision of electric supply to Customer (or "you") by MC Squared Energy Services, LLC d/b/a mc² – Where Energy Comes From (mc²).

Scope of mc² Service

You appoint mc² as your exclusive Alternative Retail Energy Supplier (ARES). mc² agrees to sell and you agree to buy all of your electric power and energy service at the price and subject to the terms in this Agreement. You authorize mc² to obtain all data necessary so that mc² can enroll your account(s) and you authorize us to take such actions as necessary and reasonable to perform this Agreement, including but not limited to, accessing and using account information from the Utility, enrolling accounts, procuring supply, scheduling and causing electricity to be delivered to each account.

Price

For delivery of power to Utility's distribution facilities on behalf of your utility account(s), you agree to pay the fixed price per kWh, calculated pursuant to that certain Power Supply Agreement ("PSA") between the Village of Campton Hills and mc² dated June 6, 2012, as amended on May 21, 2014. The PSA price through the August, 2016 ComEd billing cycle under this Agreement is \$0.06977 per kWh. In addition to mc² electricity supply charges, Utility distribution charges and related taxes will be itemized separately by Utility in your bill and are not included in the price under this Agreement. You are responsible to pay Utility for these charges. The Price include various pass through charges, including without limitation those charged by ComEd to any ARES Supplier; and ISO (PJM), for transmission, capacity and ancillary services authorized by the Federal Energy Regulatory Commission and the Illinois Commerce Commission or other local, state and federal jurisdictional bodies (such charges collectively referred to herein as "Pass Through Charges"). Any subsequent increase in these Pass Through Charges shall be passed through to Members via a price adjustment to the Price based upon the effective date of the change. Supplier will provide notice of the estimated impact of the change to the Village as soon as commercially practicable upon Supplier itself receiving notice of the amount of the change from the jurisdictional body, ComEd or ISO. mc² is aware of two changes in Pass Through Charges, although such changes are not yet quantified. First, mc² has been notified by ComEd of a NSPL allocation method 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 allocation change to transmission costs, without mark-up, on the appropriate billing cycle date following the effective date of the January 1 2015 transmission change. Second, mc² has been notified by ComEd of a FLC allocation 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 allocation change to capacity costs, without mark-up, on the June billing cycle date following the effective date of the change. The exact amount of such Price adjustments and the new price shall be posted as soon as commercially practicable on the mc² Municipal Aggregation website dedicated to the Village of Campton Hills at www.CamptonHillsElectricityAggregation.com.

Defined Terms

"Taxes" means all taxes, assessments, levies, duties, charges, fees and withholdings of any kind and all penalties, fines, and additions to tax, and interest thereon that are directly related to the services provided under this Agreement and assessed or imposed by federal, state, municipal or local government or other authority.

"Utility" means Commonwealth Edison Company (Utility), or any successor thereto, that owns and maintains the distribution system required for transmitting or distributing electric energy to retail customers on behalf of retail electric suppliers like mc².

All other defined terms shall have the meanings set forth in the PSA.

Term

mc² will commence service subject to receiving an accepted delivery access service request (DASR) from Utility for Customer's utility account based on the Meter Read Cycle Start date(s) and continue through the estimated customer Meter Read Cycle End date(s) through the August, 2016 ComEd billing cycle as defined above. Meter read cycle start and end dates are based on estimates. These estimates may vary based on actual utility read dates for those cycles.

Renewal

Subject to the Village Aggregation Program not continuing beyond the Extended Term Agreement, mc² will extend this Agreement month-to-month at a specified market rate. In the event that the Village of Campton Hills does not continue municipal aggregation and the Customer wishes to cancel the Agreement, the Customer must provide written notification to cancel this renewal offer within 30 days of the end of a given month. In no event shall mc² charge a termination fee to the customer. Cancellation notices shall be sent to the addresses noted below:

MC Squared Energy Services, LLC - mc²
2 North Riverside Plaza, Suite 1350
Chicago, IL 60608
Fax: (877) 281-1270

Any service provided by mc² to you in any such extension period shall not be subject to the PSA.

Billing and Payment

The cost of your power and energy from mc² will be included on your Utility bill for each billing cycle and will be based on actual meter reads received from the Utility. You agree that the Utility may provide us with your payment information and that you accept the Utility's measurements for the purpose of determining the amount you owe mc² for power and energy under this Agreement. You must remit payment to the Utility under the terms and at the address provided by the Utility. The Utility may use estimated data to calculate your invoice and, upon receipt of actual data, will reconcile the charges and adjust them as necessary in subsequent invoices.

Early Termination Charge

In addition to any other remedies mc² may have, this Agreement may be terminated by mc² upon 30 days' notice to the Customer, without Termination Charge, if we return your service to ComEd per the PSA, you move outside the Village of Campton Hills area, you cease to be a Utility customer or become ineligible for Utility Consolidated Billing. New Opt-In customers may terminate this Agreement within 10 days after you receive your first bill under this Agreement from ComEd by notifying us at 855-575-9232. If at any time you choose to terminate this Agreement, or otherwise breach this Agreement, you will not be billed a termination charge but you will be obligated to pay for services by mc² rendered under this Agreement until services are terminated.

Adverse Material Change

This Agreement may be revised at any time by mc² subject to the terms of the PSA, in the event of the occurrence of an event beyond mc² reasonable control that materially alters the obligations of mc² in performance of this Agreement. In such circumstances, mc² will notify you of the revised price and terms. If mc² revises the price and terms of this Agreement pursuant to this section, no Termination Charges shall apply.

100% Renewable Energy Option

Electricity service provided to you by mc² will include renewable energy resources as required and certified by Illinois regulatory authorities. In addition to this requirement, you may elect for mc² to supply additional renewable energy resources in the form of Renewable Energy Credits to create a 100% renewable energy resource (Individual REC Mix) for you. If you wish to purchase an Individualized REC Mix, you must submit a request for such service to mc² as outlined in your Opt-Out notification letter. Such service will be subject to an additional charge of \$0.0015 per kWh.

Rescission Notice – New Opt-In Customers

You may rescind your agreement and the pending enrollment with mc², within ten (10) days after you receive the enrollment notice from ComEd by contacting mc² at 855-575-9232 or by contacting ComEd at 1-800-Edison1.

Notices

Except as otherwise set forth in this Agreement or required by applicable law, all notices to be provided under this Agreement shall be electronic to the email address provided CamptonHills@mc2energyservices.com or by US Post Office Mail. Customers may update any changes to their email address through the My Account Portal on mc2energyservices.com.

Limitations of Liabilities

LIABILITIES NOT EXCUSED BY REASON OF FORCE MAJEURE OR OTHERWISE SHALL BE LIMITED TO DIRECT AND ACTUAL DAMAGES AS THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES EXPRESSLY WAIVED. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL, OR INDIRECT DAMAGES. mc²'S LIMITATIONS APPLY WITHOUT REGARD TO THE CAUSE OF ANY LIABILITY OR DAMAGE. NOT WITHSTANDING ANYTHING TO THE CONTRARY, THE LIABILITY OF mc² TO CUSTOMER FOR ANY OBLIGATIONS UNDER CORRELATING TO THIS AGREEMENT AND ANY DEFAULT BY mc² SHALL BE LIMITED TO A MAXIMUM AMOUNT EQUAL TO THE ENERGY PRICE MULTIPLIED BY THREE TIMES THE AVERAGE MONTHLY USAGE. THERE ARE NO THIRD-PARTY BENEFICIARIES TO THIS AGREEMENT.

Force Majeure

If either Party is unable to perform its obligations, in whole or in part, due to an event of force majeure as defined herein then the obligations of the affected Party (other than the obligations to pay any amounts due prior to the force majeure event) shall be suspended to the extent made necessary by such event. The term Force Majeure shall mean any act or event that is beyond the claiming Party's control (and which are not reasonably prevented through the use of reasonable measures) including, without limitation, the failure of the Utility to receive, transport or deliver, or otherwise perform, unless due to the failure of the Party claiming Force Majeure to perform such Party's obligations hereunder, and an event of force majeure of mc² suppliers. The Party suffering the event of Force Majeure shall give written notice of such event of Force Majeure in reasonably full particulars to the other Party, as soon as reasonably possible. Any such event of Force Majeure shall, so far as possible, be remedied with all reasonable dispatch. Force Majeure shall not include (i) the opportunity for mc² to sell the electricity to be sold under this Agreement to another party at a higher price than that set forth in the Agreement, (ii) the opportunity for Customer to purchase the electricity (or its Accounts) from another

party) at a lower price than that set forth in the Agreement, or (iii) the inability of either Party to pay its bills under the Agreement or any other of its bills.

Miscellaneous Provisions Waiver

A waiver by either Party of any breach of the Agreement, or failure of either Party to enforce any of the terms and provisions of the Agreement, will not in any way affect, limit or waive that Party's right to subsequently enforce and compel strict compliance with the same or other terms or provisions of the agreement.

Assignment

Neither Party may assign the Agreement in whole or in part without the other Party's prior written consent, which consent shall not be unreasonably withheld provided that mc² may, without the consent of Community or you, (a) transfer, sell, pledge, encumber or assign the accounts, revenues or proceeds hereof in connection with any financing or other financial arrangement; (b) transfer or assign this Agreement to an affiliate of mc².

Severability

Any provision, article, or section declared is rendered unlawful by a court of law or regulatory agency with jurisdiction over the Parties, or deemed unlawful because of a statutory change, shall not otherwise affect the other lawful obligations that arise under this Agreement in the event that any provision of this Agreement is declared invalid. The Parties shall promptly negotiate to restore this Agreement as near as possible to its original intent.

Entire Agreement Amendments

This Agreement, as amended on May 21, 2014, constitutes the entire understanding between the Parties, and supersedes and replaces any and all previous understandings, oral or written, in any matter relating to the subject matter hereof including any separate confidentiality agreement. This Agreement may be amended only upon mutual agreement of the Parties, which amendment shall not be effective unless evidenced in writing and executed by the Parties.

Emergency, Outage and Wire Service

In the event of an emergency, outage or service need, Customer must call the Utility at the emergency number indicated on the Utility Invoice.

Customer Care

Customer may contact mc² for Customer Care if Customer has specific comments or questions by calling mc²'s toll-free telephone number at 855-575-9232, between the hours of 8AM and 5PM Central Daylight Time (CDT) or email mc² at CamptonHills@mc2energyservices.com. The Illinois Commerce Commission can be reached at 800-524-0795, TTY at 800-858-9277 and their website address is <http://www.icc.illinois.gov/>.

Governing Law

This Agreement will be governed by and construed and interpreted in accordance with the laws of the State of Illinois, without giving effect to the conflict of law principles. The Parties hereby irrevocably and unconditionally submit to the exclusive jurisdiction of the state or federal courts of Illinois for any matters to arise under this Agreement and which are not settled.