

Eligo Energy IL, LLC - Village of Mt. Morris Municipal Aggregation Program Terms

The Village of Mt. Morris, pursuant to the municipal aggregation authority, which passed by a majority of the vote, selected Eligo Energy IL, LLC ("Vendor" or "Supplier") to supply the aggregation and to administer enrollments as described below. You, the account holder (also referred to as "Customer") for the utility account ("Account") applicable to the service address referenced on the letter accompanying this Opt Out Notice (the "Account"), and Vendor agree to the following terms and conditions. Vendor and Customer (individually referred to as "Party" and collectively as "Parties") agree to the following Terms of Service ("Agreement"), as of the first meter read date in May (the "Effective Date"). This Agreement authorizes Vendor to change Customer's electric supplier in the territory of Commonwealth Edison (the "Utility").

- 1. Price and Service:** For the Initial Term, Customer shall pay the ComEd Price to Compare - www.pluginillinois.org/FixedRateBreakdownComEd.aspx per kWh ("kWh Rate"), multiplied by the billing cycle usage for the Utility account numbers ("Accounts"). 100% of the supplied electricity will be offset with Renewable Energy Credits ("RECs"). Both Parties recognize that components of Vendor's charges 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. Vendor shall not impose any fees or charges on Customer other than the Price set forth above. While Vendor does not charge Customer a separate fee to switch to Vendor's service, if Customer is currently receiving electricity pursuant to an agreement with another alternative retail electric supplier, that supplier may charge Customer for switching electricity providers. Customer may compare the fixed price terms herein to market conditions by looking at the rates posted on Vendor's website and on Customer's monthly bill. In addition, Customer shall pay and be responsible for all other amounts related to the purchase and delivery of electricity, including applicable taxes and charges. If Customer is interval metered, Customer shall also be responsible for additional costs resulting therefrom. Please see Vendor's website www.eligoenergy.com for current market conditions and updates.
- 2. Enrollment:** (a) Opt-Out Enrollment (Automatic Enrollments due to non-action by March 22, 2019). Enrollment is automatic if (i) the account(s) to be served is/are eligible and (ii) Customer does not opt-out of Village's electric aggregation program. IF YOU DO NOT WISH TO PARTICIPATE IN THE AGGREGATION PROGRAM, YOU MUST OPT-OUT BY March 22, 2019. YOU CAN OPT-OUT BY RETURNING THE FORM, by calling Eligo at 312-260-0885, or through email at MtMorrisOptOut@eligoenergy.com. (b) Opt-In Enrollment (Affirmative Enrollments). Enrollment for the remainder of the current program is open to those who opt-out or are otherwise not automatically enrolled if (i) the account(s) to be served is/are eligible and (ii) Customer chooses to opt-in to the program. You can Opt-In by (1) calling Vendor at 312-260-0885 or (2) contacting Vendor online at www.eligoenergy.com/cities/il/MtMorris.
- 3. Eligibility:** Customer and the Accounts to be served (i) must be located within the jurisdictional boundaries of the Village, (ii) must be served by the Utility on one of the following rate classes: BES, BESH, and RDS (which in general terms apply to residential non-electric space heat service and small commercial customers), (iii) may not be under agreement with another Alternative Retail Electric Supplier, and (iv) must be in good credit standing with the Utility.
- 4. Term:** This Agreement shall become binding on the Effective Date, however, this Agreement is contingent upon: (a) successful enrollment by the Utility and (b) the passage of the Rescission Period without effective cancellation by Customer. Successful enrollment by the Utility is dependent upon (i) the eligibility of Customer's Utility accounts, as determined by the Utility, to take service from an alternative retail electric supplier and to participate in the Utility's purchase of receivables program, and (ii) the accuracy and completeness of the information submitted for enrollment. Service will commence on the later of (a) the meter read in May or (b) the first meter read date following successful enrollment by the Utility. Service shall remain in effect for **36** months / billing cycles ("Initial Term"), unless terminated pursuant to the terms of this Agreement. This Agreement will start when Vendor provides confirmation to Customer's local distribution company and the local distribution company initiates the change.
- 5. Rescission Period:** Customer may cancel enrollment by contacting the Supplier at 312-260-0885 without penalty up to 10 calendar days after the Utility processes the enrollment request (the "Rescission Period").
- 6. Termination; Remedies:** If either Party defaults on its obligations under this Agreement (which may include Customer's switching to another electric supplier or the Utility or Customer's failure to pay the Utility), the other Party may terminate this Agreement, as applicable. In addition, if Customer chooses to terminate this Agreement based on a recommendation from the Village in the event that Vendor has materially breached the Aggregation Program Agreement between Vendor and the Village, then Vendor shall not be liable to Customer for any damages or penalties resulting from such termination of this Agreement, including claims related to the price received from the Utility or an alternate retail electric supplier being higher than the Price herein, unless Vendor has also materially breached these Terms of Service.
- 7. Renewal:** In the event that Vendor enters into an agreement with the Village to renew the municipal aggregation agreement before the expiration of the Initial Term, between 30 and 60 days prior to the end of the Initial Term or a Renewal Term (whichever is in effect, hereinafter the "Current Term"), Vendor may send Customer an offer for a Renewal Term. This offer will include, without limitation, the new Price, any applicable early termination fees (if any), and the Renewal Term ("Offer"). In the event Vendor does not receive Customer's rejection of the Offer by March 22, 2019, the Offer will be deemed accepted by Customer without the need for further signature or other affirmative action by Customer. If Customer rejects the Offer in the manner directed in the Offer, Customer's Accounts will be returned to Utility service at the end of the Current Term.

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