



Electricity Sales Agreement

Seller: Aggressive Energy, LLC
78 Rapelye Street
Brooklyn, NY 11231
Tel: 718-836-9222 Fax: 718-643-6356

Buyer: Meridian CUSD #223

Address: 207 W Main St
Stillman Valley, IL 61084

Date: 3/7/2025

Contact: Account Contact

Telephone: 815-645-2230

Account #: Multiple (See Schedule A)

Utility (LDC): Com Ed

Term of Contract: From: 5/1/2025

To: 1/1/2027

Or the twenty month period Bill Cycle commencing after May 1, 2025.

Contract Type	Fixed Price Based PJM's ComEd Zone for energy as published on the PJM website.	SELLER will invoice BUYER directly for electricity supply.
Price	Fixed Rate of \$ 0.08216 per kWh. Price each month will reflect the cost of electricity, including energy, capacity, settlement, ancillaries, losses, related transmission and distribution charges, any applicable network integration transmission services charges (NITS), any Reliability Must Run (RMR) charges, and any Renewable Portfolio Standards (RPS).	A fixed rate may be modified due to a subsequent change in law, rule, and regulation. Please see the Regulatory Change section in the terms and conditions for further information.
Length of Agreement	20 month period Bill Cycle commencing after May 1, 2025 (the " <u>Effective Date</u> ")	
Amount of Early Termination Fee and method of calculation	Fixed The Early Termination Fee shall be an amount (that the SELLER calculates) equal to the difference between (A) the Fixed Rate BUYER would have paid to SELLER under this Agreement for electricity had it not been terminated early, and (B) the dollar amount SELLER could resell such electricity to a third party, multiplied by the projected usage from the date of termination to the last day of the Contract Term.	
Late Payment Fee	SELLER will invoice BUYER directly for electricity supply. BUYER will pay each invoice in full within 45 days of the invoice date or be subject to a late payment charge of 1.5% per month. Said fee shall be calculated by multiplying the BUYER'S outstanding balance by the number of days such balance remains unpaid.	
Contract Renewal	After the expiration of the initial contract term, the contract will renew on a month-to-month basis at a market based rate unless terminated by either party, the renewal terms not less than 30 days prior to the renewal date (the "Renewal Term"). Customer shall have 3 business days from receipt of any new terms and conditions to rescind/reject any new terms and conditions.	

	Customer shall have 3 business days from receipt of the first billing statement of your Renewal Term to reject renewal terms and cancel renewal agreement.	
Utility Price Matching	ESCO does not offer Utility Price Matching or guarantee savings.	

General Terms and Conditions

Term: This Agreement will be in force for the term initially agreed upon above (Primary Term), and will continue under the same terms and conditions for month-to-month periods (Subsequent Term(s)), unless ESCO obtains customer's written authorization after customer has received a written notification of any renewal terms not less than 30 days prior to the renewal date (the "Renewal Term"). Customer shall have 3 business days from receipt of any Renewal term and/or any changes in any terms or conditions to reject any renewal terms and/or changes in any terms and conditions. SELLER reserves the right to adjust the Contract Price for subsequent contract terms, however any changes in contract price must be authorized in writing or a verifiable oral recording. Notwithstanding, Customer may terminate this Agreement, without cause, on 30 days prior written notice to Seller, subject to the early termination fee if Customer terminates this Agreement without cause during the Primary Term.

A residential BUYER may rescind this Agreement without termination fee by notifying SELLER in writing within three (3) business days of receiving the fully executed Agreement.

Payment: SELLER will invoice BUYER for energy delivered to the LDC according to the consumption information that SELLER receives from BUYER'S LDC. BUYER will pay each invoice in full within 45 days of the invoice date. If payment is not received on a timely basis, SELLER may, after 45 days written notice, suspend performance, but BUYER will still remain obligated under this Agreement. BUYER agrees to pay interest on late payments at the rate of 1.5% per month (18% per annum) and to pay SELLER's reasonable attorney's fees and expenses incurred in collecting payment.

Consumer Protection: The services provided by SELLER are protected by the terms and conditions of this agreement and the all rights afforded to BUYER by the Illinois Commerce Commission Consumer Services Division. You may obtain additional information by contacting SELLER at 1-888-836-9222 or by calling the Consumer Services Division at 1-800-524-0795 or through its website at <https://www.icc.illinois.gov/consumer>. The ICC monitors complaints against all energy companies, and an excessive number of complaints may result in an energy company no longer being eligible to supply electricity or natural gas in Illinois.

Title: BUYER and SELLER agree that title and risk of loss of the power sold under this Agreement will transfer from SELLER to BUYER at the sales point(s).

Energy Delivery: SELLER will cause the energy to be delivered to the applicable Utility or ISO at any point of interconnection between the applicable third party transmission systems and those of the Utility or ISO (the "Delivery Point"), at our sole cost and expense. Each Utility will be responsible for receiving the energy and distributing it to the Facilities. Title to and risk of loss related to the energy will transfer from us to you at the Delivery Point. If we fail to deliver all or part of your energy requirements, we will pay any Energy Imbalance Charges on account of such failure; except and to the extent such failure is excused or caused by (i) Force Majeure, (ii) a default by you, or (iii) a Utility Curtailment Notice.

Taxes and Laws: BUYER is responsible for paying all applicable taxes. If BUYER is tax exempt, BUYER must furnish SELLER an exemption certificate before service commences. This Agreement is subject to present and future legislation, capacity and transmission obligations, orders, rules, regulations or decisions of a duly constituted governmental authority or PJM having jurisdiction over this Agreement or the services to be provided hereunder. If at some future date there is a change in any law, rule, regulation, declared state of emergency or pandemic by a governmental authority or a change to the calculation methodology of capacity obligations whereby Aggressive is prevented or prohibited from carrying out the terms of the Agreement, at its sole discretion Aggressive reserves the right to adjust the prices for such changes and notice of any such change is hereby given when pronounced by such agency, provided that any price adjustment by SELLER shall be applied in the same manner to all customers in the same or similar services classes as BUYER. SELLER shall provide reasonable prior notice and an explanation of any such price adjustment to BUYER.

Capacity and Transmissions Tags / PLCs: If there is a change in the ICAP or Transmission Tag / PLCs, SELLER will not adjust the fixed rate for such changes.

Capacity Rate: PJM's proposal (Docket Nos. EL18-178 et al. filed on October 2, 2018) has been completed with the Federal Energy Regulatory Commission (FERC). As such, for Electricity Sales Agreements spanning beyond May 31, 2026, SELLER has fixed Capacity Rates at last known price and reserves the right to increase or decrease the Contract Rate for any Capacity Rate changes effective June 1, 2026. If there is a change to the Capacity Rate, SELLER, at its sole discretion, will increase or decrease the price for such changes and notice of any such change is hereby given when pronounced by such agency, provided that any increase to the fixed rate for such changes by SELLER shall be applied in the same manner to all customers in the same or similar services classes as BUYER. SELLER shall provide reasonable prior notice and an explanation of any such price adjustment to BUYER.

NITS Daily: If there is a change to the Network Integrated Transmission Service (NITS) (\$/MW/Year), SELLER, at its sole discretion, will increase or decrease the price for such changes and notice of any such change is hereby given when pronounced by such agency, provided that any increase to the fixed rate for such changes by SELLER shall be applied in the same manner to all customers in the same or similar services classes as BUYER. SELLER shall provide reasonable prior notice and an explanation of any such price adjustment to BUYER.

Renewable Portfolio Standard (RPS): This Agreement is based upon all present and future Illinois Renewable Portfolio Standards (RPS) and confirms both BUYER and SELLER meet the compliance requirements for each Energy Year ("EY") throughout the term of this Agreement. If at some future date there is a change in any law, rule, regulation or change to the calculation methodology or percentage obligations of Illinois's RPS requirements whereby Aggressive is prevented or prohibited from carrying out the terms of the Agreement, at its sole discretion Aggressive reserves the right to adjust the prices for such changes and

notice of any such change is hereby given when pronounced by Illinois, provided that any price adjustment by SELLER shall be applied in the same manner to all customers in the same or similar services classes as BUYER. SELLER shall provide reasonable prior notice and an explanation of any such price adjustment to BUYER.

Net Metering, On-Site Generation, and Demand Curtailment: Upon execution of this Agreement, BUYER has disclosed all LDC accounts associated with net metered billing practices, on-site generation and demand curtailment. Failure to disclose any net metered accounts, on-site generation or demand curtailment accounts may, at SELLER'S sole discretion, result in BUYER's default and termination of this Agreement. In the event of BUYER default and termination of this Agreement, BUYER shall be liable for an Early Termination Fee as set forth on Page 1.

If at some future date BUYER wishes to install net metered equipment, on-site generation or any other demand curtailment (beyond the meter solution) then (a) BUYER must obtain SELLER'S consent which will not be unreasonably withheld and (b) be subject to any Fixed Price adjustments as reasonably determined by SELLER at SELLER'S sole discretion.

Failure to Make Payment: In the event BUYER fails to pay the invoiced amount within 30 days of the invoice date, the BUYER is in default. In the event of default, the SELLER has the following options: 1) to exercise the right to convert this Agreement to the Purchase of Receivable Program ("POR" or "POR Program") as defined by the LDC ("Local Distribution Company") where the BUYER will receive a combined invoice for the distribution and the commodity and the SELLER will receive payment directly from the LDC. BUYER shall also be liable for any costs (if any) associated with the POR Program as defined by the LDC, 2) terminate this agreement, 3) and commence legal action.

In the event of default, the BUYER will also be subject to any Early Termination Fees (if applicable), interest on any outstanding amounts at the interest rate set forth within this Agreement and any attorney's fees and expenses incurred by the SELLER in collecting payment.

Emergency Service: In the event of an energy emergency or service interruption, you should immediately call emergency personnel and your local utility at the following numbers: **ComEd 1-877-426-6331 or visit www.comed.com.**

Disputes: In the event of a billing dispute or a disagreement involving SELLER's service, the parties will use their best efforts to resolve the dispute. For residential customers, the dispute may be submitted by either party to the Division of Customer Assistance pursuant to its complaint handling procedures. For Non Residential customers, the ICC will not resolve their disputes. Disputes not resolved within 60 days may be submitted for resolution in small claims court or, if the dollar amount of the dispute exceeds small claims court jurisdiction, submit the dispute to final, binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. BUYER shall remit full payment except for the disputed amount while the dispute is pending.

Liability: The remedy in any claim or suit by Customer against Aggressive will be solely limited to direct actual damages. All other remedies at law or in equity are hereby waived. In no event shall either party be liable for any punitive, incidental, consequential, exemplary, indirect, third-party claims or other damages whether based on contract, warranty, tort, negligence, strict liability or otherwise, or for lost profits arising from a breach of this Agreement.

Force Majeure: Neither SELLER nor BUYER will be liable for breaching this contract if the breach is due to a material, unavoidable occurrence beyond the party's reasonable control that by the exercise of due diligence could not have been prevented or overcome in a commercially reasonable manner (such occurrence, a "Force Majeure Event"). A party's inability to make payment under this Agreement will not constitute a Force Majeure Event. Each party will notify the other party promptly upon learning of a Force Majeure Event and shall provide full details of such Force Majeure Event to the other party in writing as soon as practicable after the occurrence of the event. During the period of a party's inability to fulfill its obligations by reason of a Force Majeure Event, the obligations of the Parties (other than the obligation to make payments then due or becoming due with respect to performance prior to the occurrence of the Force Majeure Event) shall be suspended; provided, that such suspension is of no greater scope and of no longer duration than is reasonably required by the Force Majeure Event. The party seeking to have its performance obligations excused by the Force Majeure Event shall make all commercially reasonable efforts to remedy the effects of such Force Majeure Event and to resume performance under this Agreement with all reasonable dispatch.

Utility Curtailment Notices: BUYER will notify SELLER of and fully comply with all Utility curtailment or interruption orders or similar notices by a Utility requiring the interruption or curtailment of BUYER's energy usage (a "Utility Curtailment Notice") or pay any and all energy imbalance charges resulting from BUYER's failure to so comply.

Severance: If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force without being invalidated in any way.

No Warranties: Unless otherwise expressly set forth in this Agreement, SELLER provides and Customer receives no warranties, express or implied, statutory, or otherwise and SELLER specifically disclaims any warranty of merchantability or fitness for a particular purpose.

Delay or Failure to Exercise Rights: No partial performance, delay or failure on the part of SELLER in exercising any rights under this Agreement and no partial or single exercise thereof shall constitute a waiver of such rights or of any other rights hereunder.

Assignment: BUYER shall not assign this Agreement nor any of its rights or obligations hereunder without SELLER's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, without the need for SELLER's consent, BUYER may transfer or assign this Agreement to an affiliate of BUYER or any person succeeding to all or substantially all of the assets of BUYER, provided that no such assignment shall be effective unless (i) BUYER shall have provided to SELLER at least 60 days' prior notice of any such assignment and (ii) the assignee (x) has credit characteristics the same as or better than those of BUYER as of the Effective Date, and (y) is able to fulfill and perform its obligations under this Agreement and has agreed in writing to be bound by the terms and conditions of this Agreement. This Agreement will inure to and be binding upon the successors and assignees of the Parties. SELLER may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financial agreement and may assign this Agreement to another energy supplier, energy services company or other entity in accordance with the ICC rules and procedures, if any, governing such transactions, provided that no such assignment shall be effective unless the assignee is able to fulfill and perform its obligations under this Agreement and has agreed in writing to be bound by the terms and conditions of this Agreement. Any assignment in violation of this Section shall be void.

Indemnification: Each Party shall indemnify and hold harmless the other Party, including Affiliates and each of their respective officers, directors, shareholders, employees, representatives, agents, successors and assignees from and against all Claims of Third Parties, and all associated Losses, to the extent arising out of (a) a Party's negligence or willful misconduct in performing any of its obligations under this Agreement, or (b) a material breach by a Party of any of its representations, warranties, covenants or agreements under this Agreement.

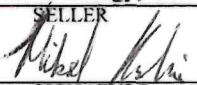
Confidentiality: BUYER and SELLER agree that for so long as this Agreement remains in effect and for a period of 2 years following termination of this Agreement, this Agreement and all pricing provided there under is commercially sensitive and shall not, unless required by law, be disclosed to any third party, or any BUYER employee without a need to know, without the prior written consent of SELLER. Notwithstanding the foregoing BUYER reserves the right to disclose without prior written consent to seller, this Agreement and commercially sensitive information with its staff, parent or subsidiary staff and third party consultants who are engaged with BUYER under non-disclosure agreements.

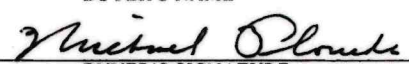
Entire Agreement: This contract is the entire understanding between BUYER and SELLER. This Agreement sets forth the entire agreement between the parties with respect to the terms and conditions of this transaction; any and all other agreements, understandings and representations by and between the parties with respect to the matters addressed herein and therein are superseded by this Agreement.

Amendment. Any amendment of this Agreement to be effective must be in writing and signed by the parties hereto.

Headings. Headings used in this Agreement are for convenience only and shall not be deemed to be a part of this Agreement.

The Fixed Price of \$ 0.08216 is based on current market conditions, is set on receipt of an executed Agreement. SELLER agrees to sell and BUYER agrees to purchase from SELLER at the above price, all of the electricity requirements for the accounts listed above. By signing below, BUYER agrees to the terms of this Agreement and the General Terms.

For: Aggressive Energy, LLC
SELLER
By: 
SIGNATURE
3/10/2025
DATE

For: Michael Plourde
BUYER'S NAME
By: 
BUYER'S SIGNATURE
3/7/2025
DATE

Schedule A		
Legal Entity	Service address	Account Number
Meridian High School	425 S Pine Stillman Valley IL 61084	0051463210
Monroe Center Jr High	17500 Rt 72 Monroe Center IL 61052	2877543031
Meridian Jr High and District office	207 W Main St Stillman Valley IL 61084	6556785999
Meridian Bus Garage	400 W Main St Stillman Valley IL 61084	7764021833