

**ILLINOIS GOVERNMENTAL AGGREGATION
MASTER RETAIL ELECTRIC SUPPLY AGREEMENT**

This Illinois Governmental Aggregation Master Retail Electric Supply Agreement (“Agreement”) is entered into as of the following date: August 12, 2019 (“Effective Date”). The parties are the following:

AEP Energy, Inc. (“AEP Energy”)	City of Plano, Illinois (“Governmental Aggregator”) Federal Tax ID: _____
<u>Address for Notices:</u> 225 W. Wacker Drive, Suite 600 Chicago, IL 60606 Attn: Legal Department Toll Free number: 1-877-726-0214 AEPenergy.com/help	<u>Address for Notices:</u> _____ Attn: _____ Phone: _____

**GENERAL TERMS AND CONDITIONS
FOR ILLINOIS GOVERNMENTAL AGGREGATION
MASTER RETAIL ELECTRIC SUPPLY AGREEMENT**

All capitalized terms used but not otherwise defined in the sections in which they initially appear shall have the meanings as set forth in Title 83, Chapter I, Subchapter c, Part 470, Section 470.10 or by the Regional Transmission Organization (“RTO”) at the time of the Effective Date. AEP Energy is certified/licensed by the Illinois Commerce Commission (“Commission”) as an Alternative Retail Electric Supplier (“ARES”) to sell competitive retail electric service to Aggregation Customers (as hereinafter defined) in the State of Illinois. This Agreement as well as each Attachment A and all other attachments, tables, schedules, exhibits, other supplements and related credit support arrangements (each, an “Attachment”) shall form a single agreement between the parties (collectively referred to as this “Agreement”).

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1 - OBLIGATIONS OF THE PARTIES

1.1 **Governmental Aggregator Obligations.** The Governmental Aggregator is authorized pursuant to 20 ILCS 3855, Section 1-92 to aggregate electrical loads under an Opt-out Aggregation Program (as hereinafter defined) pursuant to duly adopted ordinance and a duly passed referendum for the duration of this Agreement. The Governmental Aggregator shall establish and sustain an opt-out aggregation program within the jurisdictional territory (“Aggregate Area”) for its residents (“Retail Customers”) and small commercial businesses (the “Small Commercial Retail Customers”, and collectively with Retail Customers, “Aggregation Customers”, and such program, the “Opt-out Aggregation Program”). The Governmental Aggregator shall designate AEP Energy as the Aggregation Supplier for purpose of supplying competitive retail electric service to Aggregation Customers (as defined in the relevant Attachment A). The Governmental Aggregator shall adopt, or has adopted, an operation and governance plan (the “Plan”) in accordance

with the Illinois Compiled Statutes (ILCS). In coordination with the Governmental Aggregator, AEP Energy may send out enrollment forms to the prospective Aggregation Customers or any notices on behalf of the Governmental Aggregator. During the Term (as hereinafter defined), the right to supply competitive retail electric service for the Aggregation Program (as hereinafter defined) shall be exclusive to AEP Energy. Governmental Aggregator agrees and acknowledges that no services shall be provided by AEP Energy to Aggregation Customers until Governmental Aggregator has met all requirements to provide such Aggregation Program in its Aggregate Area. Governmental Aggregator shall not enter into any type of competitive retail electric service supply arrangement with an ARES other than AEP Energy on behalf of its Aggregation Customers for the provision of the services described hereunder during the Term. During the Term, Governmental Aggregator shall not directly or indirectly encourage or in any way attempt to persuade either prospective Aggregation Customers to opt out of the Aggregation Program or Aggregation Customers to discontinue their

service with AEP Energy, other than notifying prospective Aggregation Customers of their right to “opt-out” and by responding to related inquiries with factual information about the Aggregation Program.

1.2 Opt-out and Required Aggregation Customer Notifications. The Governmental Aggregator shall provide, or shall cause to be provided, to AEP Energy a list of all the eligible Aggregation Customers for participation in the Opt-out Aggregation Program and those Aggregation Customers eligible to participate in an opt-in aggregation program (the “Opt-in Aggregation Program” and together with the Opt-out Aggregation Program, the “Aggregation Program”). AEP Energy reserves the right to remove from such list any ineligible participants. Either AEP Energy or the Governmental Aggregator, in compliance with Illinois law, shall then notify such remaining prospective Aggregation Customers of the Aggregation Program and shall inform them of their right to opt-out or opt-in, as applicable. Retail Customers and Small Commercial Retail Customers that do not opt out or opt-in, as applicable, and participate in the Aggregation Program shall be informed of the terms and conditions for service including pricing and term duration.

Following the initial opt-out process conducted by AEP Energy, AEP Energy may, in its sole discretion, conduct subsequent opt-outs at various times throughout the remaining Term (“Refresh Opt Outs”), and, if conducted, such Refresh Opt Out(s) shall provide to newly eligible Retail Customers and Small Commercial Retail Customers the opportunity to participate in the Aggregation Program. All Refresh Opt Outs shall be conducted in the same manner as the initial opt out.

Any eligible Retail Customer or Small Commercial Retail Customer that is located within the Aggregate Area at the time of any Refresh Opt Out (including any eligible Retail Customer or Small Commercial Retail Customer who opens a new account or who was formerly a member of the Aggregation Program that moves to a new location, each within the Governmental Aggregator’s Aggregate Area, a “Newly Eligible Aggregation Customer”) will be included in such Refresh Opt Out; provided, however, that no Refresh Opt Out notifications shall be sent to current Aggregation Customers already participating in the Aggregation Program or eligible Retail Customers or Small Commercial Retail Customers that have previously (at such customer’s same service address or account) opted out of, or rescinded under, the Aggregation Program. As related to any Newly Eligible Aggregation Customer, the price and term end date shall be subject to any amendments or revisions otherwise permitted under this Agreement and shall continue for the remainder of the Term.

Should this Agreement be renewed for subsequent periods, to the extent required by applicable law, government rule, or regulation, any person enrolled in the Aggregation Program shall have the opportunity to opt out of the Aggregation Program. The notice/disclosure required above shall also include a stated procedure for such opportunity to opt out of the Aggregation Program.

1.3 Aggregation Customer Historical Load Forecast Information. The parties shall obtain for all prospective Aggregation Customers the usage data and historical load and load forecast information, related to the Aggregation Customer’s usage, from the local electric utility (“Electric Utility”) or Incumbent Aggregation Supplier. Governmental Aggregator shall promptly provide to AEP Energy any notices from the Electric Utility in connection with prospective Aggregation Customer accounts, including any verbal or written notices regarding transition costs, changes

in terms of service, tariff changes, any rate changes, or reliability concerns on the Electric Utility system.

1.4 AEP Energy Obligations. Pursuant to the terms herein and for the duration of this Agreement, AEP Energy agrees to supply and deliver to each Aggregation Customer the commodity portion of its electric supply service (the “Retail Electric Supply”). The Retail Electric Supply is delivered to the Electric Utility’s interconnection point (each, a “Delivery Point”), and the relevant Electric Utility is responsible for delivery of the Retail Electric Supply to each Aggregation Customer’s meter at and from that point, as well as for responding to emergencies. The Governmental Aggregator agrees and acknowledges that the Electric Utility will provide distribution services to such delivery point. To the extent that any services or requirements are provided by the Electric Utility, AEP Energy shall not be responsible for the provision of such services. AEP Energy shall not be responsible for services provided by the Electric Utility, or the consequences of such performance or failure to perform. AEP Energy is under no obligation to provide Retail Electric Supply and related services hereunder until Governmental Aggregator has duly complied with all statutory and regulatory requirements to operate an Aggregation Program. AEP Energy is and shall maintain its status as a certified/licensed ARES by the Commission and shall comply with the rules of the Commission. Aggregation Customers enrolled in the Aggregation Program shall receive services at the rate(s) set forth in the relevant Attachment A.

1.5 Aggregation Customer Service Requests. Aggregation Customers may contact AEP Energy directly regarding the terms of this Agreement and the services provided hereunder at the address listed above, which address and phone number shall be provided to Aggregation Customers regarding the Aggregation Program. Requests and inquiries regarding distribution services, including emergencies, power outages, wire or service maintenance, metering, service billing or other similar Electric Utility related concerns should be addressed directly with the Electric Utility.

1.6 Aggregation Customer Affirmative Consent Enrollment. The parties agree that AEP Energy may, in its sole discretion, enroll in the Aggregation Program such prospective Aggregation Customers (as AEP Energy may determine) that are within the Aggregate Area by affirmative consent, including but not limited to RES Customers and Utility Hourly Service customers, which prospective Aggregation Customers will be offered such rates, charges, and other service terms and conditions for the remainder of the relevant Term (including conditions for enrollment and eligibility for supply) as are agreed to by the applicable prospective Aggregation Customers and AEP Energy.

ARTICLE 2 - TERM AND TERMINATION

2.1 Term of Agreement and Termination. The term of this Agreement (the “Term”) shall commence on the Effective Date and shall remain in effect until the later of: (i) the end of the next calendar month immediately following the end date of supply for the Aggregation Customer with the latest Billing Cycle (as hereinafter defined) under the relevant Attachment A; or (ii) as set forth elsewhere in this Agreement, unless otherwise terminated or extended as set forth herein. “Billing Cycle” means, with respect to each Aggregation Customer account, the monthly period between meter read dates during the term of the relevant Aggregation Customer agreement. AEP Energy shall use commercially reasonable efforts to commence service with respect to each Aggregation Customer no later than on the first available meter read date, as

determined by the Electric Utility, expected to be on or after the date set forth in the relevant Attachment A, and after AEP Energy receives confirmation that the Electric Utility has completed its processing and has accepted the delivery service request. The Governmental Aggregator and AEP Energy may extend the Term for additional periods of time by written agreement approved and executed by each party. AEP Energy shall continue to serve Aggregation Customers enrolled in the Aggregation Program until the Aggregation Customer exercises its rights to opt-out or terminate, or the Aggregation Program is terminated by the parties hereto in which case Aggregation Customers may choose another ARES or will be switched to Electric Utility service in accordance with the standard switching rules and applicable notices. An Aggregation Customer may be removed on an individual basis based on a failure to adhere to the terms and conditions of service. Termination of this Agreement shall not relieve Aggregation Customers or either party of the obligation(s) to pay amounts owed for actual performance of obligations rendered prior to the termination of this Agreement.

2.2 Regulatory Event. In the event that there is any new, or any change in existing, law, regulation, rule, statute, order, filed tariff, decision, judgment or judicial decision, decree, or other event, including any change or increase in any formula rate calculation or charge (e.g., any increase in the rate for network integration transmission service or capacity by the Electric Utility or Regional Transmission Organization (“RTO”), as applicable), or any change in any interpretation, procedures, or application of any of the foregoing, by any governmental authority, court, Electric Utility, RTO, Independent System Operator, or other regulated service provider (a “Regulatory Event”), and such Regulatory Event results in AEP Energy incurring additional or increased costs or expenses or other adverse economic effects relating to providing the services contemplated herein (collectively, “Additional Costs”), AEP Energy may pass through to Aggregation Customers any such Additional Costs. Furthermore, Additional Costs may be assessed to Aggregation Customers as prescribed by the Commission.

2.3 Termination Events. In the event any of the following conditions occur during the Term, AEP Energy shall have the right to terminate this Agreement without liability and close out its obligations hereunder:

- (i) The Electric Utility will not provide consolidated billing consistent with previous practice;
- (ii) The Governmental Aggregator does not receive or maintain the required authorization and/or approval to move forward with the Aggregation Program; or
- (iii) Due to the interpretation of any applicable law by any judicial or governmental authority with competent jurisdiction, it becomes unlawful for AEP Energy to perform any obligation under this Agreement.

2.4 Termination Notices. In the event of termination hereunder, the terminating party shall exercise its best efforts to communicate to the non-terminating party the upcoming possibility of termination. In the event that this Agreement is terminated prior to the end of the Term, each Aggregation Customer will be provided written notification from the terminating party of the termination of this Agreement at least thirty (30) calendar days prior to termination, and in compliance with other regulatory or legal requirements and Aggregation Customers will also be notified of their right to return to the Electric Utility or to select an alternate ARES.

ARTICLE 3 - DELIVERY TERM

3.1 Delivery Term. During the Term and on and after the actual switch date(s), AEP Energy shall provide competitive retail electric service and related services to the Aggregation Customers, and shall arrange for distribution service to the Aggregation Customers by the Electric Utility.

3.2 Aggregation Customer Pricing. During the Term, AEP Energy shall provide competitive retail electric service and related services to all Aggregation Customers at the price set forth on the relevant Attachment A (the “Price”). From the Effective Date of this Agreement up to the date on which AEP Energy or Governmental Aggregator mails out notice of this Opt-out Aggregation Program or Opt-In Aggregation Program, as applicable, to prospective Aggregation Customers, AEP Energy reserves the right to adjust the pricing in the relevant Attachment A to reflect current market conditions or any updated usage data, historical load information or load forecast information and maintain the original expected economic position (“Change in Price Event”). Should a Change in Price Event occur, AEP Energy will provide notice of the revised price to the Governmental Aggregator. Parties must mutually agree to the revised price for the Aggregation Program to move forward. If the parties are unable to agree upon modification(s) to this Agreement within thirty (30) calendar days of such notice, this Agreement shall terminate.

ARTICLE 4 - BILLING AND PAYMENTS

4.1 Pass-through Costs. Each Aggregation Customer shall be responsible for payments to the Electric Utility and shall be solely responsible for late charges, interests, or penalties imposed by the Electric Utility as a result of such Aggregation Customer’s failure to timely pay the Electric Utility charges. If such late charges, interests, or penalties are directed to AEP Energy as the Aggregation Supplier, then such Aggregation Customer shall reimburse AEP Energy for any amounts paid. Any charges, fees, penalties, damages, credits, rebates or refunds arising from service to such Aggregation Customer by the Electric Utility and/or other provider(s) prior to switch date shall be the responsibility of such Aggregation Customer or accrue to the benefit of such Aggregation Customer as appropriate. Each Aggregation Customer shall use commercially reasonable efforts to respond to these obligations directly with the Electric Utility and/or other provider(s). If such late charges, interest, or penalties are directed to AEP Energy as the Aggregation Supplier, then such Aggregation Customer shall reimburse AEP Energy for any amounts paid. Each Aggregation Customer shall hold AEP Energy harmless for such Aggregation Customer’s failure to pay these obligations in a timely fashion.

4.2 Billing. Consolidated billing shall be provided to Aggregation Customers directly by the Electric Utility based upon the Electric Utility’s meter read and Billing Cycle(s) for Aggregation Customers. Such bills will contain both Electric Utility and AEP Energy charges. If an Aggregation Customer fails to pay amounts due within the specified time period for said payments in accord with the Electric Utility’s tariff and Commission regulations, AEP Energy retains the right to assess late payment fees on amount(s) owed to AEP Energy, or deem such non-payment an Aggregation Customer default. AEP Energy reserves the right to convert Aggregation Customer from consolidated billing to dual billing, or from dual billing to consolidated billing, if such a conversion will facilitate more timely billing, collections, and/or payment.

ARTICLE 5 - DEFAULT AND REMEDIES

5.1 Events of Default. The occurrence of any of the following shall be an "Event of Default" hereunder: (a) the failure to make, when due, any undisputed payment required pursuant to this Agreement if such failure is not remedied within five (5) business days after written notice; (b) any representation or warranty made by Governmental Aggregator or AEP Energy herein is false or misleading in any material respect when made or when deemed made or repeated; (c) failure of Governmental Aggregator or AEP Energy to perform a material obligation set forth in this Agreement for which an exclusive remedy is not otherwise provided herein, if such failure is not remedied within thirty (30) calendar days after receipt of written notice (including failure of a party to maintain Commission certification/licensure); (d) Governmental Aggregator or AEP Energy (i) 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 proceeding commenced against it, (ii) makes an assignment or any general arrangement for the benefit of creditors, (iii) otherwise becomes bankrupt or insolvent (however evidenced), (iv) has a liquidator, administrator, receiver, trustee, conservator, or similar official appointed with respect to it or any portion of its property or assets, regardless of whether such appointment is made in connection with a bankruptcy proceeding or reorganization for the benefit of creditors, or (v) is generally unable to pay its debts as they fall due; or (e) fraud by AEP Energy or Governmental Aggregator.

5.2 Rights and Remedies. If an Event of Default shall have occurred and be continuing, the non-defaulting party shall, at its sole discretion, have the right to do any one or more of the following: (i) to immediately exercise any rights and remedies under this Agreement or law including equitable rights to specific performance in the case of AEP Energy to continue to serve Aggregation Customers under the Aggregation Program; (ii) to immediately withhold any payment or performance due to the other party under this Agreement; (iii) to terminate this Agreement by declaring a date for its early termination (an "Early Termination Date") which shall be no later than thirty (30) calendar days after notice is given; or (iv) exercise such other remedies it may have in contract, in equity, or at law.

The parties recognize that damages or other amounts to be received by AEP Energy hereunder may be difficult to measure or inadequate because this Agreement is unique and the actual damages of AEP Energy may exceed any amounts to be received by AEP Energy hereunder. Therefore, the Governmental Aggregator waives all of its rights to assert as a defense to an action for specific performance and injunctive relief that the amounts payable to AEP Energy hereunder are adequate to cover the actual damages of AEP Energy.

ARTICLE 6 - FORCE MAJEURE

6.1 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 shall be suspended to the extent made necessary by such event. The term "Force Majeure" means any cause not within the control of the party claiming relief, including flood, earthquake, storm, drought, fire, pestilence, lightning, hurricanes, washouts, landslides and other natural catastrophes acts of God; acts of the public enemies, epidemics, riots, civil disturbance or disobedience, sabotage, terrorist acts, wars or blockades; governmental actions such as necessity to comply with any court order, law, statute, ordinance or

regulation promulgated by a governmental authority; the failure of the Electric Utility or RTO 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; or any other unplanned or non-scheduled occurrence, condition, situation or threat not covered above which by the exercise of reasonable diligence such party could not have prevented or is unable to overcome. Any such event of Force Majeure shall, so far as possible, be remedied with all reasonable dispatch. None of the following shall be deemed a Force Majeure event: (a) financial distress of either party; (b) the inability of either party to make a profit or avoid a financial loss; (c) changes in the market prices of fuel, energy, or power, or (d) a party's financial inability to perform its obligations under this Agreement. If either party is unable to perform any of its obligations under this Agreement due to a Force Majeure event, then said party shall notify the other party in writing as soon as possible after the start of the Force Majeure event. The written notice shall include a specific description of the cause and expected duration of the Force Majeure Event.

6.2 Curtailments and Outages. AEP Energy shall not be responsible to an Aggregation Customer in the event the Electric Utility or RTO disconnects, suspends, curtails or reduces service to such Aggregation Customer in order to facilitate construction, installation, maintenance, repair, replacement or inspection of any of the Electric Utility's facilities, or to maintain the safety and reliability of the Electric Utility's system, or due to emergencies, forced outages, potential overloading of the Electric Utility's transmission and/or distribution circuits, or Force Majeure or for any other reason permitted by the Electric Utility's tariff or any other acts or omissions of the Electric Utility.

ARTICLE 7 - LIMITATION OF LIABILITY

7.1 DISCLAIMER AND WARRANTIES. EXCEPT AS PROVIDED FOR HEREIN, AEP ENERGY EXPRESSLY DISCLAIMS AND MAKES NO WARRANTIES, WHETHER WRITTEN OR VERBAL, FOR OR WITH RESPECT TO ITS SUPPLY OF COMPETITIVE RETAIL ELECTRIC SERVICE OR OTHER OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING ANY EXPRESS, IMPLIED, OR STATUTORY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AEP ENERGY DOES NOT WARRANT OR GUARANTEE THE UNINTERRUPTED DELIVERY OF COMPETITIVE RETAIL ELECTRIC SERVICE TO AGGREGATION CUSTOMERS DURING FORCE MAJEURE EVENTS. AEP ENERGY WILL HAVE NO LIABILITY OR RESPONSIBILITY FOR THE OPERATIONS OF THE ELECTRIC UTILITY, INCLUDING THE INTERRUPTION, TERMINATION, FAILURE TO DELIVER, OR DETERIORATION OF ELECTRIC UTILITY'S TRANSMISSION OR DISTRIBUTION SERVICE.

7.2 LIMITATION OF LIABILITY. UNLESS OTHERWISE EXPRESSLY PROVIDED HEREIN, ANY LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED BETWEEN THE PARTIES TO DIRECT, ACTUAL DAMAGES AS THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, TREBLE, EXEMPLARY OR INDIRECT DAMAGES, INCLUDING LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, WHETHER IN TORT OR CONTRACT, UNDER ANY INDEMNITY

PROVISIONS OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT. THE LIMITATIONS IMPOSED ON REMEDIES AND DAMAGE MEASUREMENT WILL BE WITHOUT REGARD TO CAUSE, INCLUDING NEGLIGENCE OF ANY PARTY, WHETHER SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE AND SHALL SURVIVE TERMINATION, CANCELLATION, SUSPENSION, COMPLETION OR EXPIRATION OF THIS AGREEMENT. ANY DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

ARTICLE 8 - REPRESENTATIONS AND WARRANTIES

8.1 Representations and Warranties by AEP Energy. AEP Energy hereby represents and warrants to Governmental Aggregator as of the Effective Date as follows:

(i) AEP Energy is a corporation, duly formed, validly existing and in good standing under the laws of the State of Illinois;

(ii) AEP Energy has all authorizations from any government authority necessary for it to legally perform its obligations under this Agreement or will obtain such authorizations in a timely manner prior to when any performance by it requiring such authorization becomes due;

(iii) The execution and delivery of, and performance under, this Agreement are within AEP Energy's powers, have been duly authorized by all necessary action and do not violate, conflict with or breach any of the terms or conditions in its governing documents or any contract to which it is a party or any government rule applicable to it;

(iv) This Agreement has been duly executed and delivered by AEP Energy, and this Agreement (assuming due authorization, execution and delivery of all parties) constitutes legal, valid and binding obligations of AEP Energy enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, fraudulent conveyance, reorganization and other laws affecting creditor's rights generally and general principles of equity, regardless of whether such enforceability is considered in a proceeding in equity or at law; and

(v) No bankruptcy is pending against it or to its knowledge threatened against it.

8.2 Representations and Warranties by Governmental Aggregator. Governmental Aggregator hereby represents and warrants to AEP Energy as of the Effective Date as follows:

(i) The Governmental Aggregator is duly authorized to act as the agent for the Aggregation Customers;

(ii) The Governmental Aggregator has all authorizations from any government authority necessary for it to legally perform its obligations under this Agreement;

(iii) The execution and delivery of, and performance under, this Agreement are within the Governmental Aggregator's powers, have been duly authorized by all necessary action and do not violate, conflict with or breach any of the terms or conditions in its governing documents or any contract to which it is a party or any government rule applicable to it. Neither the execution nor delivery by Governmental Aggregator of this Agreement nor the consummation by the

Governmental Aggregator of the transactions contemplated hereby or thereby does or will result in a breach or violation of this Agreement establishing the Governmental Aggregator's authority, or its bylaws, or any material provision of the governance document related thereto. Notwithstanding the foregoing in this paragraph, it is understood with respect to the terms or conditions of any governance document (including the Plan), any contract, or any other document the terms of Section 10.2 shall apply and prevail;

(iv) Governmental Aggregator has the authority to designate, and has designated AEP Energy as its Aggregation Supplier for the Aggregation Program for the Term. If Governmental Aggregator is a governmental authority, no action taken by it will be an action by a governmental authority unless it is taken by Governmental Aggregator in the general exercise of its governmental police powers without a disproportionate impact on AEP Energy or this Agreement, and not in its capacity as a party to this Agreement, and no action taken by Governmental Aggregator's consultant(s), if any, will be an action by a governmental authority;

(v) This Agreement has been duly executed and delivered by the Governmental Aggregator, and this Agreement (assuming due authorization, execution and delivery of all parties) constitutes legal, valid and binding obligations of the Governmental Aggregator, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization and other laws affecting creditors' rights and remedies generally, to general principles of equity, regardless of whether such enforceability is considered in a proceeding in equity or at law;

(vi) The Governmental Aggregator is entering into this Agreement with a full understanding of all of the risks hereof (economic and otherwise), it is capable of assuming and willing to assume those risks and AEP Energy is not acting as a fiduciary or in an advisory capacity to it;

(vii) None of the documents or other written information furnished by or on behalf of the Governmental Aggregator or Aggregation Customers to AEP Energy pursuant to this Agreement contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements contained herein or therein, in the light of the circumstances in which they were made, not misleading; and

(viii) The Governmental Aggregator has the contractual right to enter into this Agreement and to contract with AEP Energy to supply competitive retail electric service and related services to meet the obligations of Aggregation Customers and there is no other aggregation program available to these Aggregation Customers within the jurisdictional territory of the Governmental Aggregator.

ARTICLE 9 – [RESERVED.]

ARTICLE 10 - MISCELLANEOUS

10.1 Notices. Notices shall, unless otherwise specified herein, be in writing and may be delivered by hand delivery, United States mail, overnight courier, or email to the persons and addresses listed in the introduction to this Agreement, provided however that notice by email shall only be effective if followed by written notice as aforesaid. Notice by hand delivery shall be effective at the close of business on the day

actually received, if received during business hours on a business day, and otherwise shall be effective at the close of business on the next business day. Notice by overnight United States mail or other overnight courier shall be effective on the day it is received. Notice by United States mail other than overnight United States mail shall be deemed effective when so received. A party may change its addresses by providing notice of said change in accordance herewith.

10.2 Entire Agreement. No other document (including the Plan), governmental ordinance, or law applicable with respect to the jurisdictional territory or Governmental Aggregator shall create any obligation, duty, or qualification with respect to the Aggregation Program or the relationship of the parties under this Agreement. The parties acknowledge and agree that (a) each of Governmental Aggregator (with respect to itself or any Aggregation Customer) and AEP Energy solely and exclusively shall rely upon and be bound by the specific representations, warranties, rights, and obligations set forth in this Agreement, (b) no other representations, warranties, restrictions, covenants, undertakings, or other statements whatsoever, whether written or oral (including in the Plan or in any governmental ordinance or law applicable with respect to the jurisdictional territory or Governmental Aggregator), to the contrary of this Agreement or otherwise, shall be deemed to constitute a part of this Agreement, unless expressly set forth herein, and (c) this Agreement, including all Attachments hereto, contains all of the terms and conditions of this Agreement reached by the parties, and supersedes all prior oral or written agreements with respect to the subject matter of this Agreement. This Agreement may not be modified, amended, altered or supplemented, except by written agreement signed by all parties hereto. This Agreement constitutes a master agreement under which one or more Attachment(s) may be executed for the purpose of designating Retail Electric Supply, respectively, as listed on the relevant Attachment. Any Attachments executed pursuant to this Agreement by the parties after the date hereof shall become a part of this Agreement, or replace in its entirety any previously-executed similar version. Notwithstanding anything to the contrary herein, this Agreement is effective only upon Governmental Aggregator's execution and AEP Energy's subsequent execution of this Agreement.

10.3 Waivers. No waiver of any term, provision, or conditions of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute a waiver of any other provision hereof, whether or not similar, nor shall such waiver constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the party making the waiver. Any request for a waiver of the requirements and provisions of this Agreement shall be in writing and must be approved in writing by the non-waiving party. The failure of either party to insist upon strict performance of such requirements or provisions or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment of such requirements, provisions or rights. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or the remainder of this Agreement.

10.4 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois without regard to any principles of conflicts of laws that would apply the law of another jurisdiction.

10.5 Controlling Provisions. In the event of any inconsistency between the terms herein and the terms of the Attachments hereto, the provisions of this Agreement shall control. The words "include" and "including" shall be deemed to be followed by the phrase "without limitation."

10.6 Severability. Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions or affecting the validity or enforceability of such provision in any other jurisdiction.

10.7 Assignment. This Agreement shall not be transferred or assigned by either party without the express written authorization of the other party, which authorization shall not be unreasonably withheld. Notwithstanding the foregoing, AEP Energy may, without the consent of Governmental Aggregator or Aggregation Customers, (a) transfer, sell, pledge, encumber or assign this Agreement or 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 AEP Energy; or (c) transfer or assign this Agreement to any person or entity succeeding to all or a substantial portion of the assets of AEP Energy. Upon an assignment pursuant to (b) or (c), Governmental Aggregator and Aggregation Customers agree that AEP Energy shall have no further obligations regarding future performance hereunder. Either party's assignee shall agree in writing to be bound by the terms and conditions of this Agreement, including the Attachments. Subject to the foregoing, this Agreement and its Attachments shall be binding upon and inure to the benefit of any permitted successors and assigns, to the extent permitted by law.

10.8 Forward Contract. The parties acknowledge and agree that (a) this Agreement constitutes a forward contract within the meaning of the United States Bankruptcy Code, and (b) AEP Energy is a forward contract merchant. Further, AEP Energy is not providing advice regarding "commodity interests," including commodity futures contracts and commodity options contracts or any other matter, which would cause it to be a "commodity trading advisor" under the U.S. Commodity Exchange Act, as amended.

10.9 Press Releases. Governmental Aggregator agrees and acknowledges that AEP Energy shall have the right to review and approve any press releases in connection with this Agreement prior to publication or release.

10.10 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one instrument. Any counterpart may be executed and evidenced by signature transmitted by email or other electronic means as though it were an original.

10.11 No Third-Party Beneficiaries. This Agreement confers no rights or remedies whatsoever upon any person or entity other than the parties and shall not create, or be interpreted as creating, any standard of care, duty or liability to any person or entity not a party hereto. Neither party shall be liable to a third party not a party to this Agreement for any unauthorized act or omission on the part of the other party or for any unauthorized obligation or debt incurred by the other party.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed by a duly authorized representative, who, by applying his or her signature, represents and warrants full right, power, and authority to sign on behalf of the relevant party named below, effective as of the Effective Date set forth above.

AEP ENERGY, INC.

City of Plano, Illinois

By: _____
Name:
Title:

By: _____
Name:
Title:

ATTACHMENT A:

**ILLINOIS GOVERNMENTAL AGGREGATION
MASTER RETAIL ELECTRIC SUPPLY AGREEMENT
AGGREGATION CUSTOMER PRICING AND ADDITIONAL TERMS**

Attachment A to Illinois Governmental Aggregation Master Retail Electric Supply Agreement

Between

City of Plano, Illinois and AEP Energy, Inc.

Term:

Twelve (12) months, expected to begin on or around the relevant October 2019 meter read date(s) (or, for Refresh Opt Out(s) or Aggregation Customer(s) that enroll in the Aggregation Program by affirmative consent, for a period up to the remainder of such twelve (12) month-term), subject to the timing of (i) the available meter read date(s), as determined by the Electric Utility, following the applicable opt-out period or enrollment date, including opt-in, as applicable, and (ii) AEP Energy's receipt of confirmation that the Electric Utility has completed its processing and has accepted the relevant delivery service request(s)

Pricing:

Aggregation Customers that do not affirmatively elect to receive Renewable Attributes Supply (as hereinafter defined) under the Aggregation Program will receive standard Retail Electric Supply (i.e., without renewable energy attributes Retail Electric Supply (such supply, "Standard Supply")). The pricing for Standard Supply is as follows:

Retail Customer: Commodity portion of electric service equal to [rate not to exceed] 6.5 cents per kWh

The Retail Customer shall pay AEP Energy a charge for the commodity portion of its electric service that is equal to [rate not to exceed] 6.5¢ per kWh multiplied by the metered electric usage for the monthly Billing Cycle. Price is exclusive of distribution service charges and other non-bypassable Electric Utility charges and fees.

Small Commercial Retail Customer (consumption less than 15 MWh annually): Commodity portion of electric service equal to [not to exceed] 6.5 cents per kWh

The Small Commercial Retail Customer shall pay AEP Energy a charge for the commodity portion of its electric service that is equal to [rate not to exceed] 6.5¢ per kWh multiplied by the metered electric usage for the monthly Billing Cycle. Price is exclusive of distribution service charges and other non-bypassable Electric Utility charges and fees.

The Retail Electric Supply provided to Aggregation Customers that affirmatively elect to receive Renewable Attributes Supply ("Renewable Attributes Customers") under the Aggregation Program includes renewable energy certificates sourced from renewable resources in the amount equal to the percentage of each Renewable Attributes Customer's load volume stated below under "Renewable Energy Certificates ("RECs")" during the Term (such supply, "Renewable Attributes Supply"). Eco-Advantage is a 100% nationally wind-generated REC product, is Green-e® Energy certified, and meets the environmental and consumer-protection standards set forth by the nonprofit Center for Resource Solutions. The terms and conditions of this Agreement shall apply to Aggregation Customers that receive Renewable Attributes Supply, except that the pricing for Renewable Attributes Supply is as follows:

Retail Customer: Commodity portion of electric service equal to [rate not to exceed] 6.5 cents per kWh

The Retail Customer shall pay AEP Energy a charge for the commodity portion of its electric service that is equal to [rate not to exceed] 6.5¢ per kWh multiplied by the metered electric usage for the monthly Billing Cycle. Price is exclusive of distribution service charges and other non-bypassable Electric Utility charges and fees.

Small Commercial Retail Customer (consumption less than 15 MWh annually): Commodity portion of electric service equal to [not to exceed] 6.5 cents per kWh

The Small Commercial Retail Customer shall pay AEP Energy a charge for the commodity portion of its electric service that is equal to [rate not to exceed] 6.5¢ per kWh multiplied by the metered electric usage for the monthly Billing Cycle. Price is exclusive of distribution service charges and other non-bypassable Electric Utility charges and fees.

Renewable Energy Certificates (“RECs”):

During the Term of this Agreement, AEP Energy shall purchase and retire Green-e® Energy certified RECs representing one hundred percent (100%) of the Retail Electric Supply delivered under this Agreement to Renewable Attributes Customers. AEP Energy in no way represents or warrants the nature or quality of, and in no way has performed any independent verification of, the RECs sold pursuant to this Agreement and undertakes no obligation to update or correct any RECs information, except as may be required under the terms of AEP Energy’s participation in the Green-e® Energy program. AEP Energy shall provide Governmental Aggregator with all documentation relative to REC certification or similar information that it receives from the third-party REC seller and/or certifier. A Renewable Attributes Customer assumes the entire risk related to its use of any information presented in connection herewith, and whether or how such Renewable Attributes Customer utilizes any such information is entirely such Renewable Attributes Customer’s responsibility. AEP Energy is not acting as Governmental Aggregator’s or any Renewable Attributes Customer’s consultant or advisor, and Governmental Aggregator (on behalf of itself and Renewable Attributes Customers) acknowledges that it has not relied on any representation, communication (written or oral), or omission by AEP Energy related to this Attachment A, including in evaluating the applicability of the RECs to any mandatory or voluntary renewable energy requirements or similar program. AEP Energy warrants title to all RECs delivered hereunder and sells such RECs to Renewable Attributes Customers free and clear of any liens or other encumbrances or title defects. THIS IS AEP ENERGY’S ONLY WARRANTY CONCERNING THE RECS SOLD HEREUNDER AND IS MADE EXPRESSLY IN LIEU OF (AND AEP ENERGY EXPRESSLY DISCLAIMS) ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR OTHERWISE.

Administrative Services to be provided to Governmental Aggregator by AEP Energy during the Term:

- Design, print and mail the Opt-out and Opt-In letters to eligible participants, including a sheet of Frequently Asked Questions to provide assistance.
- Administer the opt-out and opt-in process including database preparation, handling of opt-out and opt-in form information, and final enrollment list compilation.
- Provide call center support to handle informational calls regarding the Aggregation Program.