

**AMENDMENT TO THE MASTER AGREEMENT  
TO PROVIDE ELECTRIC GENERATION SUPPLY AND RELATED SERVICES**

**BY AND BETWEEN**

**SUMMIT COUNTY, OHIO**

**AND**

**DYNEGY ENERGY SERVICES EAST, LLC  
D/B/A DYNEGY ENERGY SERVICES, LLC**

**THIS AMENDMENT TO THE MASTER AGREEMENT TO PROVIDE ELECTRIC GENERATION SUPPLY AND RELATED SERVICES** (the “Amendment”) effective as of \_\_\_\_\_, (the “Effective Date”) is entered into by and between **DYNEGY ENERGY SERVICES EAST, LLC**, (“DESE”) and **SUMMIT COUNTY, OHIO** (the “County”). DESE and the County may each be referred to as a “Party” and collectively as the “Parties.”

**WHEREAS**, DESE and the County have entered into that certain Master Agreement to Provide Electric Generation Supply and Related Services, dated March 4, 2025, and as amended to date, (the “Agreement”); and

**WHEREAS**, DESE and the County desire to amend the Agreement to: (i) extend the Term, and (ii) agree on the rate that the Customers will pay for electric generation service provided by DESE under the Electric Aggregation Program.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The Term of the Agreement is modified by extending through the selected meter read end date as listed on the Attachment(s) to this amendment.
2. Attachment A, B and C to the Agreement shall be deleted in its entirety and replaced with Attachment A, Attachment B, Attachment A, B and C attached to this Amendment.
3. All capitalized terms not defined herein shall have the same meaning ascribed to such term in the Agreement.
4. In all other respects the above-referenced Agreement is not modified by this Amendment. All other terms and conditions of the above-referenced Agreement not expressly modified in this Amendment shall remain in full force and effect.
5. This Amendment may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one and the same agreement. Any counterpart may be delivered by facsimile transmission or by electronic communication in portable document format (.pdf), and the Parties agree

that their electronically transmitted signatures shall have the same effect as manually transmitted signatures.

- 6. This Amendment is binding on and inures to the benefit of DESE and County and their respective successors and permitted assigns.

**IN WITNESS WHEREOF**, DESE and the County have executed this Amendment effective as of the Effective Date set forth above.

**COUNTY:**  
Summit County, Ohio

**DESE:**  
Dynergy Energy Services (East), LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Linda L. Ponikwia  
Title: Manager, Municipal Aggregations

**CERTIFICATE #02-093E**

**DATE: 09/29/2024**

**ATTACHMENT A**

**BILLING RATES**

DESE will provide retail electric generation service during the term of this Agreement at the following Billing Rates:

<b>Summit County, Ohio: Initial ONE box below to Elect Term and Price</b>		
	<b>Retail Power Price</b>	<b>Delivery Term: months</b>
	\$0.000/kWh	_____ meter read date through _____ meter read date
	<b>Retail Power Price</b>	<b>Delivery Term: months</b>
	\$0.000/kWh	_____ meter read date through _____ meter read date
	<b>Retail Power Price</b>	<b>Delivery Term: months</b>
	\$0.000/kWh	_____ meter read date through _____ meter read date

**ATTACHMENT B**

**DYNEGY GREENBACK PROGRAM**

AS result of executing this Electric Service Agreement, Customer is eligible to participate in Supplier's Greenback Program and receive up to the following amount(s) in rebates for qualifying energy efficiency work performed and completed at Customer's service locations after execution of this Electric Service Agreement. Funds will be available per the details below. Customer must provide all appropriate documentation to Supplier in the form of invoices and/or contracts for all completed qualifying energy efficiency work on or before such date or the remaining unpaid rebates will expire at that time. Supplier shall have the right to audit Customer's facilities to verify any energy efficiency work submitted for the payment of rebates. Amounts shown below correspond with the term selected in Table 1.

<b>Term (Months)</b>	<b>Greenback Offer</b>
	<ul style="list-style-type: none"><li>• \$28,000 for qualifying energy efficiency work performed and completed from _____, through _____, and submitted by _____.</li></ul>
	<ul style="list-style-type: none"><li>• \$28,000 for qualifying energy efficiency work performed and completed from _____, through _____, and submitted by _____.</li></ul>
	<ul style="list-style-type: none"><li>• \$28,000 for qualifying energy efficiency work performed and completed from _____, through _____, and submitted by _____.</li></ul>

**ATTACHMENT C**

<b>Upfront Fee</b>	The price offered by DESE in connection with Electric Aggregation includes a one-time upfront administrative fee. DESE shall pay the <b>Buckeye Energy Brokers</b> a one-time upfront administrative fee of Thirty-Five Thousand Dollars (\$35,000) by _____ .
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