

**AMENDMENT TO THE MASTER AGREEMENT**  
**TO PROVIDE ELECTRIC GENERATION SUPPLY AND RELATED SERVICES**  
**BY AND BETWEEN**  
**COLERAIN TOWNSHIP**  
**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 February 15, 2023 (the “Effective Date”) is entered into by and between **DYNEGY ENERGY SERVICES EAST, LLC**, (“DESE”) and **COLERAIN TOWNSHIP** (the “Township”). DESE and the Township may each be referred to as a “Party” and collectively as the “Parties.”

**WHEREAS**, DESE and the Township have entered into that certain Master Agreement to Provide Electric Generation Supply and Related Services, dated May 28, 2010 and as amended to date, (the “Agreement”); and

**WHEREAS**, DESE and the Township **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 and B, to the Agreement shall be deleted in its entirety and replaced with Attachment A and B 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 Township and their respective successors and permitted assigns.

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

**TOWNSHIP:**

Colerain Township

By: *Jeff Weckbach*  
Jeff Weckbach (Feb 15, 2023 13:22 EST)

Name: Jeff Weckbach

Title: Administrator

**DESE:**

Dynegy Energy Services (East), LLC

By: *Scott Hudson*  
Scott Hudson (Feb 15, 2023 13:15 CST)

Name: Scott Hudson

Title: EVP & President

*Nadra Sherazee*

**CERTIFICATE #: 06-131E (9)      DATE: December 9, 2021**

## **ATTACHMENT A**

### **BILLING RATES**

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

<b>Colerain Township: Initial ONE box below to Elect Term and Price</b>		
	<b>Retail Power Price</b>	<b>Delivery Term: 24 months</b>
	\$0.06890/kWh	May 2023 meter read date through May 2025 meter read date

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**ATTACHMENT B**

**(100% Renewable Energy Program Option)**

**This is an OPTIONAL “OPT-IN” offer. Eligible residents and small businesses must contact DESE directly to enter this Green Energy Program.**

Colerain Township: Initial box below to Elect Term and Price		
	Retail Power Price	Delivery Term: 24 months
	\$0.07290/kWh*	May 2023 meter read date through May 2025 meter read date

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\*The Retail Power Price shall be associated with the generation of electricity from a renewable energy resource on Customers’ behalf, such that the percentage shall equal 100%. The Retail Power Price indicated above reflects energy that is procured from 100% renewable resources and will be made available to Customers upon request.