

**THIRD AMENDMENT TO MASTER SERVICE AGREEMENT DATED
MARCH 21, 2022 BETWEEN ARCHER ENERGY, LLC AND ORANGE
TOWNSHIP BOARD OF TRUSTEES, DELAWARE COUNTY, OHIO**

This Third Amendment to the Master Services Agreement dated March 21, 2022 ("Third Amendment") is entered into this 5th day of March, 2025 by and between Archer Energy, LLC ("Vendor"), whose principal place of business is located at 9777 Fairway Dr., Powell, Ohio 43065 and the Orange Township Board of Trustees, Delaware County, Ohio ("Board"), whose principal place of business is located at 1680 E. Orange Rd., Lewis Center, OH 43035 (Individually "Party," collectively "Parties").

WHEREAS, the Parties entered into a Master Service Agreement dated March 21, 2022 ("MSA") for Vendor to provide natural gas service to the Township's Natural Gas Aggregation Program ("Program") for the benefit of Program's members ("Members"); and,

WHEREAS, the term of the MSA expired May 31, 2024; and,

WHEREAS, the terms of the MSA were amended by the Second Amendment to Master Service Agreement ("Second Amendment") on December 6, 2023 to extend the term of the MSA until May 31, 2025; and, in accordance with MSA Exhibit A, establish a fixed rate price for the Program Members beginning January 2024 and ending May 31, 2025.

WHEREAS, the Parties now desire to extend the term of the MSA until May 31, 2028 and, establish a variable rate price for the Program for the Vendor to provide natural gas service to the accounts of the Program Members beginning with the April 2025 meter read and ending with the May 2026 meter read.

NOW THEREFORE, the Parties agree as follows:

1. **EXTENSION.** The term of the MSA is extended until May 31, 2028.
2. **WAVIER.** For the limited purpose of establishing a variable rate price in this Third Amendment only, the Parties waive the following sentences as they appear respectively in a) the MSA Exhibit A:

"The fixed rate shall remain the same from the time established until termination of this Agreement;"

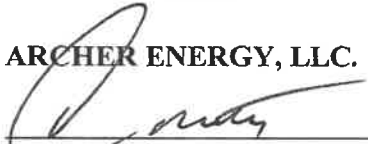
and b) the Second Amendment:

"Such fixed rate price shall remain the same from the time established until termination of the MSA."
3. **VARIABLE RATE PRICE.** In accordance with MSA Exhibit A, Vendor shall provide a variable rate price, equal to the NYMEX Last Day Settlement + (Columbia Gas of Ohio's SCO adder less 2%) per Ccf to the accounts of Program Members beginning with

the April 2025 meter read and ending with the May 2026 meter read. After the May 2026 meter read, the pricing will continue as outlined in Number 4 of Exhibit A in the Master Service Agreement. At anytime during the term of this Third Amendment, Vendor and the Board may agree to establish a fixed rate price for the Program in accordance with MSA Exhibit A.

4. **SIGNATURES.** Any person executing this Third Amendment in a representative capacity hereby warrants that he/she has authority to sign this Third Amendment or has been duly authorized by his/her principal to execute this Third Amendment on such principal's behalf and is authorized to bind such principal.
5. **CONFLICTS.** In the event of a conflict between the terms of the MSA, any First to the MSA, the Second Amendment to the MSA, and this Third Amendment, the terms of this Third Amendment shall prevail.
6. **OTHER TERMS OF MSA UNCHANGED.** All terms and conditions of the MSA, any First Amendment to the MSA, and the Second Amendment to the MSA not changed by this Third Amendment remain the same, unchanged, and in full force and effect.

ARCHER ENERGY, LLC.



Signature

3/5/25
Date

Andy Mitrey
Printed Name

President
Title

Archer Energy, LLC
9777 Fairway Dr.
Powell, Ohio 43065

**ORANGE TOWNSHIP ADMINISTRATOR
ON BEHALF OF THE ORANGE TOWNSHIP
BOARD OF TRUSTEES
DELAWARE CO, OHIO**



Michele Boni
Orange Township Administrator

3-5-25
Date

Orange Township Board of Trustees
Delaware County, Ohio
1680 E. Orange Rd.
Lewis Center, OH 43035

Per Res. No: RES.25-072

Approved as to Form

Melissa A. Schiffel /COB

Melissa A. Schiffel (0082154)
Delaware County Prosecutor

3/6/2025
Date

FISCAL OFFICER'S CERTIFICATION (R.C. § 5705.41(D)):

No actual funds are to be exchanged between the Parties in connection with this Third Amendment. No Fiscal Officer's Certification is required.