

**FIRST AMENDMENT TO MASTER SERVICE AGREEMENT DATED  
SEPTEMBER 21, 2023 BETWEEN ARCHER ENERGY, LLC AND  
ORANGE TOWNSHIP BOARD OF TRUSTEES, DELAWARE COUNTY,  
OHIO**

This First Amendment to the Master Services Agreement dated September 21, 2023 ("First 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 Road, Lewis Center, OH 43035 (Individually "Party," collectively "Parties").

**WHEREAS**, the Parties entered into a Master Service Agreement dated September 21, 2023 ("MSA") for Vendor to provide electric service to the Township's Electric Aggregation Program ("Program") for the benefit of the Program's members ("Members"); and,


**WHEREAS**, the Parties now desire to extend the term of the MSA from June 1, 2025 through May 31, 2028 and establish a new fixed rate price, beginning June 1, 2025 and ending May 31, 2026.

**NOW THEREFORE**, the Parties agree as follows:

1. **EXTENSION.** The term of the MSA is extended until May 31, 2028.
2. **FIXED RATE PRICE.** In accordance with MSA Attachment A, Vendor shall provide a fixed rate price, not to exceed \$0.0920 per kWh, from the period of June 1, 2025 through May 31, 2026. After May 31, 2026, the Vendor shall provide a new fixed rate price, not to exceed \$0.0700 per kWh (exclusive of capacity), for each Program year of June through May. Each Program year in June, capacity will be adjusted as determined by the regional transmission organization, PJM Interconnection LLC ("PJM"). The new rate, when fully determined, will be presented to Members via an opt out letter. In addition, from time to time, the Board may explore blending the price for the remaining term of this First Amendment based upon updated market conditions.
3. **SIGNATURES.** Any person executing this First Amendment in a representative capacity hereby warrants that he/she has authority to sign this First Amendment or has been duly authorized by his/her principal to execute this First Amendment on such principal's behalf and is authorized to bind such principal.
4. **CONFLICTS** In the event of a conflict between the terms of the MSA and this First Amendment, the terms of this First Amendment shall prevail.

- 5. OTHER TERMS OF MSA UNCHANGED.** All terms and conditions of the MSA not changed by this First 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: 25-071

Approved as to Form

*Melissa A. Schiffel* /kdb

Melissa A. Schiffel (0082154)  
Delaware County Prosecutor

3/4/2025  
Date

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

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