



Energy

Village of Lombard ("Customer") and Exelon Energy Company

("EE") (each a "Party" and EE together with Customer the "Parties").

The Seller Electricity Sales Agreement (the "Agreement") is between ("Transaction Confirmation" or "TC"), whereby EE shall arrange for the purchase, transmission and delivery on a firm basis of 100% of Customer's electricity requirements for each Facility Account Number ("FAN") set forth on such TC.

1. Services Provided by EE. EE shall be authorized to (a) make all

Customer with respect to the FAN, required to switch electricity suppliers as may be necessary to carry out the provisions of the Agreement; (b) make all necessary arrangements for the purchase and delivery of such electricity for the relevant FAN, including providing or procuring the following services, as applicable: ancillary transmission services; transmission, distribution, generation, balancing, forecasting, scheduling, nominating and metering; (iii) make all payments as invoiced by the transmission, distribution and electricity provider, including the receipt and payment of Customer's Local Distribution Company ("LDC") invoice.

2. Customer Obligations. In addition to the obligations set forth in the relevant TC, Customer will execute any and all agreements (a) as required by the LDC; (i) for the purpose of providing distribution services to Customer; (ii) to enable Customer to take service from an Alternative Retail Energy Supplier ("ARES"), and (iii) as required for Customer and EE to fulfill their respective obligations under the Agreement and related TCs. Customer agrees to reimburse EE for all payments (including disputed payments) made on Customer's behalf by EE.

3. Pricing. Pricing terms for each FAN for a specified period (a "Pricing Period") will be set forth in one or more TCs for each FAN. Customer and EE shall negotiate the pricing terms that apply to each FAN for subsequent Pricing Periods. If an agreement is reached, the Parties shall execute one or more TCs to reflect such terms for each FAN.

4. Billing. After receiving Customer's meter readings from the relevant LDC, EE shall promptly provide Customer a bill for each of the FAN(s).

The Bill Format shall be selected on the individual TC. 5. Payment. Customer will pay EE's invoice in accordance with the payment terms set forth in the relevant TC. A late payment charge equal to the lower of one and one-half percent (1.5%) per month or the maximum lawful interest rate shall be imposed on any past due balance. In the event that Customer disputes the charges on its invoice, Customer shall pay all undisputed amounts. Upon reconciliation of any such dispute, Customer shall pay any remaining amount due on the bill within ten (10) days of the resolution. Customer is responsible for all account balances with the LDC for billing periods prior to the effective date of the Pricing Period for each FAN.

Customer shall pay EE the following charges/taxes, consistent with the EE Format selected on the individual TC: ENERGY CHARGES - as provided in one or more TCs to this Agreement.

Use of Estimates: Due to delays in receiving billing determinants from the LDC, RTO and other third parties, EE may estimate charges and credits for a Billing Period (as defined in the relevant TC) and reconcile the estimate against actual usage in a future invoice(s). Such charges and credits may include but not be limited to: LDC Charges, RTO Charges, Costs and credits will be applied to the customer invoices issued for electricity and services only during the time they are under contract and will not be recorded for periods after the term of the relevant TC or adjusted to account for delays in receiving costs and credits. The use of estimates and the method of

Both Parties recognize that components of the Customer's bill may include electric transmission and distribution tariff charges that are imposed by the LDC and/or RTO and authorized by state and federal regulatory bodies. Unless otherwise fixed by an applicable TC, any changes (increase or decrease) to such tariff charges, (including, but not limited to, any new change(s) imposed by the LDC or RTO) subsequent to the execution date of this Agreement and any subsequent TC hereto shall be charged to the Customer by a corresponding change in the applicable portion of its bill. Such change will take effect on the first available bill after the effective date of the change and may be pro-rated to accommodate an effective date that does not coincide with Customer's billing cycle.

TAXES - Customer is responsible for any and all federal, state and local taxes and fees imposed on or with respect to the provision of electricity, including any taxes enacted after the Effective Date of the Agreement and during the term of all TCs under the Agreement. Customer shall pay, and shall indemnify and hold harmless EE against, all such sales, use, VAT, excise, gross receipts, and similar taxes (other than income taxes on payments made by Customer to EE under the Agreement) and related charges that may be imposed or assessed at any time by any governmental entity or other taxing authority with respect to the provision of electricity. In the event that Customer is exempt from the payment of any taxes, Customer shall provide evidence of such exemption from the parties to EE for each FAN prior to the issue date of Customer's first invoice.

LDC CHARGES - LDC Charges shall mean those distribution-related charges as defined by the relevant LDC and any applicable delivery service tariffs. The LDC Charges shall also include customer transaction or standard cost recovery charges, equipment rental charges, meter service charges, monthly customer charges, decommissioning charges and franchise fees. EE shall not pay any LDC charges not related to EE's obligation to perform under this Agreement.

ENERGY LINE LOSS CHARGES - as provided in one or more TCs to the Agreement.

RTO CHARGES - as provided in one or more TCs to the Agreement. Such charges may be billed on a demand and/or energy basis.



Energy

MASTER ELECTRICITY SALES AGREEMENT

reconciliation will result in the application of credits and charges to usage reflected in the invoice containing the adjustments and not the usage at the time the credits or charges were incurred.

6. **Load**. EE's services shall commence as of the Beginning Meter Reading set forth in the relevant TC for the Pricing Period. Either Party may terminate this Agreement upon thirty (30) days prior written notice to the other Party of such termination.

NOTWITHSTANDING THE TERMINATION OF THIS AGREEMENT, THIS AGREEMENT WILL REMAIN IN EFFECT FOR THE TERM OF ANY THEN EFFECTIVE TC.

This Agreement will terminate as to a particular FAN if Customer and EE are unable to reach an agreement as to the pricing terms that are to apply to that FAN by a date prior to the end of the current Pricing Period reasonably sufficient for EE to comply with the applicable LDC notification requirements for returning Customer to LDC service. Under such circumstances, EE will drop the relevant FAN from its applicable LDC tariff at the end of the relevant Pricing Period in accordance with the LDC's tariffs, rules or procedures. If more than one tariff option is available to Customer, EE will choose an option for Customer in its sole discretion, unless Customer submits a request directly to the LDC and provides EE with timely, prior written notice of such request. If and to the extent the Pricing Period for a FAN expires and such FAN is not switched from EE supply for any reason, Customer agrees to purchase the energy delivered to Customer's FAN at the following price: the real time index for the relevant LDC zone plus Customer's allocated portion of any related RTO Charge, energy line losses, taxes, costs and administrative fees.

7. **Force Majeure**. Neither Party shall be considered to be in default in the performance of its obligations under this Agreement (except for the obligation to pay money), if its failure to perform or delay in performing was caused by or results, directly or indirectly, from Force Majeure. "Force Majeure" means causes beyond the reasonable control of the Party claiming Force Majeure that delay or prevent that Party from performing its obligations. For purposes of this Agreement, Force Majeure shall include, without limitation: declaration by the LDC, a control area, transmission operator or reliability council of the electric transmission or distribution system of an emergency condition requiring curtailment or power supply or interruption or curtailment of transmission on the electric transmission or distribution system; flood; earthquakes; storm; drought; fire; pestilence; lightning; other natural catastrophes; epidemic; war; riot; civil disturbance or disobedience; strike; labor dispute; labor or material shortages; sabotage; government prohibitions; requisitioning by court order; and action or non-action by, or inability to obtain necessary authorizations or approvals from any government agency or authority; provided, however, that a general change in market

8. **Adequate Assurance**. If EE determines that Customer's creditworthiness becomes unsatisfactory, EE may request adequate assurance of performance from Customer ("Adequate Assurance"). Adequate Assurance may consist of cash deposit, letter of credit or parental guaranty satisfactory to EE. Such Adequate Assurance must be delivered to EE within five (5) days of such request. Additionally, EE may suspend deliveries under this Agreement upon twenty (20) days notice until Customer provides security for future deliveries satisfactory to EE.

9. **Early Termination**. Upon the occurrence of any one or more Events of Default as provided in Section 10, EE may at its election terminate this Agreement or any or all TCs or individual FANs prior to the end of their current term or relevant Pricing Period, as the case may be. If EE terminates this Agreement or any or all TCs or individual FANs as provided above Customer shall reimburse EE for any costs it incurs from (i) any resulting adjustment, termination or unwind of any wholesale electricity supply contracts, transmission and delivery arrangements, capacity costs, associated hedging instruments (including, but not limited to: administrative costs, odd block payments) and any lost margin over the remaining term of the Agreement or any or all TCs or individual FANs, as the case may be; and (ii) efforts to collect amounts Customer owes EE under this Agreement and related TCs (including attorneys' fees, expenses and court costs). The Parties agree that the termination payment determined in accordance with the foregoing is a reasonable approximation of harm or loss, and is not a penalty or punitive in any respect.

EE may, at its option, keep the energy associated with the contract unwind for Customer within its existing portfolio and value such energy based on current market conditions for purposes of determining unwind and termination costs. If any Customer will not be entitled to any profit resulting from the aforementioned unwind or termination of Customer's contract.

Each Party hereby acknowledges that the price and terms of this Agreement and related TCs are predicated on timely commencement of service, and that EE has entered or will enter into supply arrangements as it deems necessary to deliver electricity hereunder after the relevant FAN is LDC "take ready." Should the transactions contemplated in this Agreement and related TCs not occur on the effective date of the relevant TC, due to actions or inactions of the LDC, including, but not limited to, LDC meter installation, telephone line connection or LDC site ready status, the Parties shall use commercially reasonable efforts to renegotiate this Agreement and



Energy

MASTER ELECTRICITY SALES AGREEMENT

10. **Event of Default.** The occurrence and continuance of any one or more of the following events shall constitute an "Event of Default": (a) The failure by Customer to make any payment in full when required under this Agreement and any related TCA if such failure is not remedied within three (3) business days after written notice; (b) any representation or warranty made by Customer herein is false or misleading in any material respect when made or when deemed made or repeated; (c) the failure to perform any material covenant or obligation set forth in this Agreement and any related TCA if such failure is not remedied within fifteen (15) business days after written notice; (d) a Party becomes bankrupt; (e) the failure of Customer to satisfy the creditworthiness requirements of EE; (f) a Party consolidates or merges into or transfers all or substantially all of its assets to another entity and that the resulting entity fails to assume all obligations of such Party under this Agreement and any related TCA; (g) if Customer's electricity usage at an individual FAN materially changes from Customer's historic usage for such FAN (EE may terminate such individual FAN); or (h) Customer fails to provide Adequate Assurance of performance as required in Section 8 of this Agreement.

EE reserves the right in its sole discretion, to terminate this Agreement (including any then effective TCA) at any time without prior notice if Customer does not make payments as required hereunder.

11. **Telephone & Meter Equipment Charges.** Customer agrees to reimburse EE for any and all reasonable costs associated with the installation and maintenance of telephone and/or equipment as may be necessary to serve Customer and fulfil its obligations under this Agreement. Customer agrees to provide access to its facilities as may be necessary by EE, the LDC and/or any subcontractor to install any telephone and/or metering equipment necessary to serve Customer under this Agreement.

12. **Assignment.** Either Party may assign this Agreement and any related TCA with the written consent of the other Party which consent may not be unreasonably withheld, delayed and/or conditioned. Such assignment must be executed in writing by both Parties and in a form acceptable to EE. Customer must provide at least forty-five (45) days prior written notice of the effective date of any such assignment as may be necessary to process a seamless transition to the assignee as required by the LDC. Customer must provide EE with all necessary documentation and coordinate with the LDC as required to facilitate such assignment. If a seamless transition does not occur due to reasons beyond EE's control or is otherwise not available pursuant to the LDC's tariffs, fees or procedures, the assigning Party shall be responsible for any costs associated with such assignment, including the unwind or termination of any hedging instruments for the period during which the assignee is unable to take delivery of the power purchased by EE to fulfil its obligations under the Agreement and any related TCA.

13. **Contingency.** Customer agrees not to disclose any terms of this Agreement or any related TCA to any third-party except as necessary for Customer to perform its obligations herein or to comply with any applicable law, order, regulation or rule. Customer may disclose the Agreement or any related TCA internally to its lenders, legal counsel, accountants or auditors who are subject to a binding obligation to treat this Agreement or any related TCA in a confidential nature. In the event Customer is required to disclose any information regarding this Agreement or any related TCA, Customer shall promptly notify EE of such request so that EE may seek an appropriate protective order or other relief, if required by existing law. EE shall file the Agreement or any related TCA with any regulatory body having jurisdiction over the Parties to this Agreement.

14. **Limitation of Liability.** THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY AND ALL IMPLIED WARRANTIES ARE DISCLAIMED. NEITHER EE NOR CUSTOMER SHALL BE LIABLE UNDER ANY CIRCUMSTANCE FOR SPECIAL, INDIRECT, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL, PUNITIVE DAMAGES, LOST PROFITS, OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT. EE HAS NO CONTROL OR LIABILITY FOR MATTERS WITHIN THE CONTROL OF THE LDC OR RTO CONTROLLED GRID, WHICH INCLUDE MAINTENANCE OR OPERATION OF ELECTRIC LINES AND SYSTEMS, SERVICE INTERRUPTIONS, LOSS OR TERMINATION OF SERVICE, DETERIORATION OF ELECTRIC SERVICES, OR METER READINGS.

15. **Notices.** Except as otherwise provided herein, any notice, request, demand, statement, bill or payment provided for in this Agreement, or any notice which a Party may desire to give to the other, shall be in writing and shall be considered duly delivered when received if sent by facsimile, or next day delivery service, or as of the third business day after the postmark date when mailed by ordinary mail to the other Party at the address set forth in the relevant TCA.

16. **Transfer of Title.** Title to and risk of loss related to the electricity to be sold hereunder shall transfer from EE to Customer at the point at which the energy leaves the federally regulated transmission system and enters the relevant LDC distribution system. EE hereby warrants to Customer that at the time of delivery of electricity to the relevant LDC distribution system it will have good title and/or the right to sell such electricity, and that such electricity will be free and clear of all liens and adverse claims. From and after the point at which the LDC delivers the electricity to Customer facilities, Customer will defend, indemnify and hold EE harmless from any and all claims (including claims for personal injury, death, or property damage), losses, expenses (including attorney's fees), damages, suits, causes of action and judgments of any kind related to EE's obligations hereunder, the delivery of electricity and Customer's use of such electricity.

17. **Changes in Law, Market Structure, or Classifications.** EE's charges include tariff charges that are authorized by the applicable RTO, FERC, or other governing body or operators of the transmission or distribution lines used by EE to deliver electricity to Customer. EE may pass through or allocate, as the case may be, all or part of such charges to Customer if any increase or decrease in cost without markup to Customer.

By: Charles J. Hanna  
 Print Name: CHARLES J. HANNA  
 Title: Manager, Sales  
 Date: 6/1/10

By: Timothy Sexton  
 Print Name: Timothy Sexton  
 Title: Director of Finance  
 Date: 6/8/10

CUSTOMER: VILLAGE OF LOUISIANA

SELLER: EXELON ENERGY COMPANY

THIS AGREEMENT SHALL BECOME EFFECTIVE UPON EXECUTION OF THIS DOCUMENT BY BOTH PARTIES.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates indicated below their respective signatures.

19. Authorization to Obtain Information. CUSTOMER HEREBY CONFIRMS ITS DECISION TO SWITCH SUPPLIERS TO EE. Unless otherwise specified, all electric power and capacity associated with the FAN(s) specified in the TC will be switched to EE. Customer hereby agrees and authorizes EE (i) to receive Customer's historical and ongoing usage information from the LDC (collectively, "Usage Information"), and (ii) to complete any necessary documentation required by the relevant LDC in order for EE to obtain such Usage Information.

18. Imaged Agreement. Any original executed Agreement, TCs or other related documents may be digitally copied, photocopied, or stored on computer tapes and data (the "Imaged Agreement"). The Imaged Agreement, if introduced as evidence on paper, in automated facsimile form, and all computer records of the foregoing, if introduced as evidence in printed format, in any judicial, arbitration, mediation or administrative proceedings, will be admissible as between the Parties to the same extent and under the same conditions as if it was the original executed Agreement, TC or other related documents and/or TCs. Neither Party shall object to the admissibility of any Imaged Agreement on the basis that such were not original or maintained in documentary form. However, nothing herein shall be construed as a waiver of any other objection to the admissibility of such evidence.

such charges or (ii) other increase or decrease in EE's cost to provide electric power that result from implementation of new laws, regulations, or other requirements of an LDC, RTO, FERC or other transmission providers as applicable or a change in or changes in administration or interpretation of current tariffs, laws, regulations, or other requirements of an LDC, RTO, FERC or other providers as applicable. Any such addition or increase in cost shall be Customer's obligation.

20. Miscellaneous. This Agreement, including any TCs, constitutes the entire agreement of the Parties for the provision of electricity with respect to the relevant FAN. It may be amended only by a written agreement signed by both Parties. In the event of a conflict between the Agreement and the TC, the TC shall control. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State in which the relevant FAN is located without regard to its conflict of laws principles. This Agreement shall not be construed against a Party by reason of who prepared it. Any waiver of any terms of this Agreement must be in writing and shall not diminish the future enforceability of this Agreement. Each Party represents and warrants that the person signing the Agreement is authorized to do so and that the Agreement is a valid and binding obligation of such Party. Customer hereby authorizes the use by EE of a signature stamp on this Agreement and related TCs. The authorized signatory for EE may authorize a person to affix a stamp of their signature to this Agreement and related TCs and that such delegation and authorization shows the approval of such authorized signatory and EE to be bound by a document executed in such manner. This Agreement may be signed in any number of counterpart parts with the same effect as if the signatures to each counterpart were upon a single instrument and is intended to be binding when each Party has delivered its signature to the other Party. All counterparts shall be deemed an original of this Agreement.

Energy



MASTER ELECTRICITY SALES AGREEMENT

**TRANSACTION CONFIRMATION - FULL REQUIREMENTS ELECTRIC - ATC**

**Customer Name: VILLAGE OF LOMBARD**  
**Facility Account Number: 0156029876**

**TERM OF TRANSACTION CONFIRMATION.** This Transaction Confirmation is part of and incorporates the terms and conditions of the Master Electricity Sales Agreement ("Agreement") between the Customer identified above ("Customer") and Exelon Energy Company ("Exelon Energy"). Exelon Energy's services for the Facility Account Number set forth above shall begin with the Customer's June, 2010 meter reading, on or about June 10, 2010 (the "Beginning Meter Reading"), and continue through the Customer's May, 2011 meter reading, on or about May 11, 2011 (the "Ending Meter Reading"). This Transaction Confirmation for the Facility Account Number set forth above supersedes any prior Transaction Confirmation covering the Pricing Period as defined herein.

**PURCHASE OBLIGATION.** Customer agrees to purchase from Exelon Energy on a firm basis one hundred percent (100%) of Customer's electricity requirements for the Pricing Period for the Facility Account Number set forth above.

**DEFINITIONS.** All capitalized terms used but not defined in this Transaction Confirmation shall have the meaning ascribed to them in the Agreement.

"Actual Usage" shall mean Customer's energy usage at the meter(s).

"Billing Period" shall mean the period of time between successive LDC meter readings.

"Energy Charge" shall be the sum of the Hourly Energy Charges for the applicable Billing Period.

"Energy Line Loss Charge" shall be the product of the Energy Charges as provided for in this Transaction Confirmation and the Line Loss Percentage for the applicable Billing Period.

"Hourly Energy Charge" shall mean the product of the Actual Usage in that hour and the applicable Energy Price as set forth below.

"Pricing Period" shall mean the period from the Beginning Meter Reading through the Ending Meter Reading.

"RTO Charge" shall be the product of the Fixed RTO Price as set forth below and Customer's Actual Usage for the applicable Billing Period. The RTO charge covers the Customer's capacity, network service, ancillary services, and PJM administrative fees as defined by the PJM Interconnect, LLC.

**BILL FORMAT.** Exelon Energy Single Bill Billing. Such invoice will include: Energy Charges, RTO Charges, Energy Line Loss Charges, LDC Charges, and Taxes as specified in the Agreement and herein. Notwithstanding Customer's election to receive a single invoice Exelon Energy may switch Customer to an invoice which shall not include the LDC Charge if Customer owes any amounts to the LDC prior to the commencement of service by Exelon Energy to Customer under this Transaction Confirmation or failure to perform any covenant or obligation set forth in the Agreement and any related Transaction Confirmations.

**PAYMENT.** Customer will pay Exelon Energy's bill within 60 days from its date of issue.



**TRANSACTION CONFIRMATION - FULL REQUIREMENTS ELECTRIC - ATC**

**NOTICES.**

<p><b>EXELON ENERGY COMPANY</b>  <b>NOTICES AND CORRESPONDENCE, PARCEL DELIVERIES:</b></p>	<p><b>CUSTOMER</b>  <b>NOTICES AND CORRESPONDENCE, PARCEL DELIVERIES:</b></p>
<p>Exelon Energy Company                  Attn: Contract Administrator                  300 Exelon Way                  Kennett Square, PA 19348</p> <p>With a copy to:                  Exelon Business Services Company                  Attn: Legal Department                  300 Exelon Way                  Kennett Square, PA 19348</p>	<p>VILLAGE OF LOMBARD                  255 E. Wilson Ave.,                  Lombard, IL 60148</p>
<p><b>BILLINGS AND STATEMENTS(IF DIFFERENT):</b></p>	<p><b>BILLINGS AND STATEMENTS(IF DIFFERENT):</b></p>
<p>(as indicated on invoice)</p>	<p>VILLAGE OF LOMBARD                  255 E. Wilson Ave., Attn: Accts Payable                  Lombard, IL 60148</p>

**ENERGY CHARGE.** Customer shall pay Exelon Energy the Energy Charge as defined above. The following Fixed Energy Price shall be used to determine the Energy Charge.

\$ 0.02952 per kWh

**FIXED RTO CHARGE.** Customer shall pay Exelon Energy the RTO Charge as defined above. The following Fixed RTO Price shall be used to determine the RTO Charge.

\$ 0.00180 per kWh

**ENERGY LINE LOSS CHARGE.** Customer shall pay Exelon Energy the Energy Line Loss Charge as defined above. The following Fixed Line Loss Percentage shall be used to determine the Energy Line Loss Charge.

8.202 %



**TRANSACTION CONFIRMATION - FULL REQUIREMENTS ELECTRIC - ATC**

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**AUTHORITY.** Each party represents and warrants that the person signing this Transaction Confirmation is authorized to do so and that this Transaction Confirmation is a valid and binding obligation of such party. The parties agree that fax copies of executed original copies of this Transaction Confirmation shall be sufficient and admissible evidence of the content and existence of the agreements set forth herein to the same extent as the originally executed copy or copies (if executed in counterpart).

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates indicated below their respective signatures.

THIS AGREEMENT SHALL BECOME EFFECTIVE UPON EXECUTION OF THIS DOCUMENT BY BOTH PARTIES.

**SELLER: EXELON ENERGY COMPANY**

**CUSTOMER: VILLAGE OF LOMBARD**

By: Charles J. Hanna  
Print Name: CHARLES J. HANNA  
Manager, Sales  
Title: \_\_\_\_\_  
Date: 6/1/10

By: Timothy Sexton  
Print Name: Timothy Sexton  
Director of Finance  
Title: \_\_\_\_\_  
Date: 5/28/10