

## TRANSACTION CONFIRMATION - FULL REQUIREMENTS ELECTRIC - ATC

**Customer Name: VILLAGE OF LOMBARD**

**Facility Account Number: See Schedule 1**

This Transaction Confirmation ("TC") is part of and incorporates the terms and conditions of the Master Electricity Sales Agreement ("Master Agreement") between the Customer ("Customer") and Exelon Energy Company ("Exelon Energy"). The Master Agreement together with this and all TCs shall form a single, integrated agreement among the Parties.

**PURCHASE AND SALE OBLIGATIONS.** Exelon Energy agrees to provide and sell, and Customer agrees to receive and purchase from Exelon Energy, one hundred percent (100%) of Customer's retail energy usage for the Pricing Periods associated with the Facility Account Numbers (each referred to as a "FAN") set forth in the attached Schedule 1. Accordingly, for each FAN, Customer will be obligated to pay to Exelon Energy the Energy Charge, RTO Charge, Energy Line Loss Charge, and Taxes.

**TERM OF PURCHASE AND SALE OBLIGATIONS.** Provision of the products and services contemplated herein with respect to each FAN shall begin with each applicable Beginning Meter Reading and continue through the applicable Ending Meter Reading, both of which are set forth in Schedule 1.

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

"Actual Usage" means the energy usage associated with a FAN, at the meter and as determined by the EDC.

"Beginning Meter Reading" means the first meter reading date for a FAN.

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

"Ending Meter Reading" means the last meter reading date for a FAN.

"EPT" shall mean eastern prevailing time.

"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 TC 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.

"Line Loss Percentage" shall mean the EDC determined transmission and distribution loss factor for the FAN minus any applicable RTO determined EDC loss de-rating factor.

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

"RTO" shall mean the FERC-regulated regional transmission operator or independent system operator in which the Customer's EDC is located.

"RTO Charge" shall be the charge for RTO Products and Services.

"RTO Products and Services" means the portion, associated with the provision of retail electricity to the Customer, of the wholesale products and services that the RTO or the EDC requires Exelon Energy to procure to serve all of Exelon Energy's retail customers.



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**BILLING AND PAYMENT.** Exelon Energy Single Bill Billing. Such invoice will include: Energy Charges, RTO Charges, Energy Line Loss Charges, EDC Charges, and Taxes as specified in the Master 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 EDC Charge if Customer owes any amounts to the EDC prior to the commencement of service by Exelon Energy to Customer under this TC or failure to perform any covenant or obligation set forth in the Agreement and any related TC. Exelon Energy will invoice Customer separately for each FAN, and Customer will pay Exelon Energy within the number of days from Customer's invoice set forth in the column entitled "Payment Term" in Schedule 1.

**NOTICES.**

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| <p><b>EXELON ENERGY COMPANY</b></p> <p><b>NOTICES AND CORRESPONDENCE, PARCEL DELIVERIES:</b></p>  | <p><b>CUSTOMER</b></p> <p><b>NOTICES AND CORRESPONDENCE, PARCEL DELIVERIES:</b></p>                           |
| <p>Exelon Energy Company<br/>         Attn: Contract Administrator<br/>         300 Exelon Way<br/>         Kennett Square, PA 19348</p> <p>With a copy to:<br/>         Exelon Business Services Company<br/>         Attn: Legal Department<br/>         300 Exelon Way<br/>         Kennett Square, PA 19348</p> | <p>VILLAGE OF LOMBARD<br/>         255 E. Wilson Ave.,<br/>         Lombard, IL 60148</p> <p>Fax No:</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<br/>         255 E. Wilson Ave., Attn: Accts Payable<br/>         Lombard, IL 60148</p> |

**ENERGY CHARGE.** Customer shall pay Exelon Energy the Energy Charge as defined above. The Fixed Energy Prices set forth in Schedule 1 shall be used to determine the Energy Charge.

**FIXED RTO CHARGE.** Customer shall pay Exelon Energy the RTO Charge as defined above. The Fixed RTO Price set forth in Schedule 1 shall be used to determine the RTO Charge.

**LINE LOSS PERCENTAGE.** See Schedule 1.

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**MISCELLANEOUS.** Any alleged conflict or inconsistency between the terms and conditions of this Transaction Confirmation and any of the terms and conditions of the Master Agreement shall be resolved in favor of the terms and conditions of this Transaction Confirmation. 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 executed original (or originals if executed in counterparts).

The parties have caused this Transaction Confirmation to be duly executed as of the date first above written.

**SELLER: EXELON ENERGY COMPANY**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**CUSTOMER: VILLAGE OF LOMBARD**

By: Timothy Sexton  
Print Name: Timothy Sexton  
Title: Director of Finance  
Date: 6/3/11

**SCHEDULE 1**

**OFFR-014408-01-0**

**VILLAGE OF LOMBARD**

| Facility Account Number | Beginning Meter Reading | Ending Meter Reading | Payment Term | Fixed Energy Price per kWh | Fixed RTO Price per kWh | Fixed Line Loss Percentage |
|-------------------------|-------------------------|----------------------|--------------|----------------------------|-------------------------|----------------------------|
| 0155029075              | 07/12/2011              | 07/11/2012           | 60           | 0.03111                    | 0.00098                 | 11.080%                    |
| 0156039020              | 07/11/2011              | 07/10/2012           | 60           | 0.03111                    | 0.00098                 | 11.080%                    |
| 0811053022              | 07/11/2011              | 07/10/2012           | 60           | 0.03111                    | 0.00098                 | 11.080%                    |
| 0867019127              | 07/11/2011              | 07/10/2012           | 60           | 0.03111                    | 0.00098                 | 11.080%                    |
| 0899020047              | 07/11/2011              | 07/10/2012           | 60           | 0.03111                    | 0.00098                 | 11.080%                    |
| 1983109030              | 07/11/2011              | 07/10/2012           | 60           | 0.03111                    | 0.00098                 | 11.080%                    |
| 2367022037              | 07/11/2011              | 07/10/2012           | 60           | 0.03111                    | 0.00098                 | 11.080%                    |
| 5256086017              | 07/11/2011              | 07/10/2012           | 60           | 0.03111                    | 0.00098                 | 11.080%                    |
| 5523004001              | 07/11/2011              | 07/10/2012           | 60           | 0.03111                    | 0.00098                 | 11.080%                    |
| 5987108015              | 07/11/2011              | 07/10/2012           | 60           | 0.03111                    | 0.00098                 | 11.080%                    |
| 6293019008              | 07/11/2011              | 07/10/2012           | 60           | 0.03111                    | 0.00098                 | 11.080%                    |

Customer Initials:     *RS*