

**AN ORDINANCE TO AUTHORIZE AN ELECTRICITY  
PROCUREMENT CONTRACT STARTING IN FY 2018**

**# 4373**

**WHEREAS**, pursuant to §2-308 and §8-200 of the City Charter, the City of

**Sponsor:**

Wilmington (the "City") is authorized to enter into contracts for the supply of property or the

**Council  
Members**

rendering of services for more than a period of one year if approved by City Council by

**Freel  
Chukwuocha**

ordinance; and

**WHEREAS**, through a multi-stage competitive request for proposal process, the City, with the assistance of Enstrat Analytics LLC, has selected a "short list" of three (3) potential electricity providers; and

**WHEREAS**, the City must enter into a contract with an electricity provider significantly in advance of July 1, 2017 and such contract will be for a term of two (2) or three (3) years, depending on the results of the final state of the electricity provider selection process, with the option to extend for an additional one (1) or two (2) years; and

**WHEREAS**, the last stage of the electricity provider selection process requires the City to select one of the three "short-listed" providers within a matter of hours after being provided with the exact price and length provisions of the contract which precludes the ability of City Council to approve a single final contract in advance. Therefore, the Department of Public Works has begun negotiating with each of the three "short-listed" providers; and

**WHEREAS**, attached hereto as "Exhibit A" for Council's review is a copy of the Electric Supply Request for Proposals Analysis prepared by Enstrat Analytics LLC.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF  
WILMINGTON HEREBY ORDAINS:**

**SECTION 1.** The City's Department of Public Works is hereby authorize to enter into a contract or contracts with one or more of the "short-listed" electricity providers as described in "Exhibit A". The Department of Public Works is given the authority to execute one or more of these contracts based on the results of the final phase of the selection process whereby exact price and length provisions are provided and the Department of Public Works must select an electricity provider within a matter of hours. The Commissioner of Public Works is hereby authorized to execute as many copies of one or more of the three contracts, starting in FY 2018 for a term of two (2) or three (3) years with the option to extend for an additional one (1) or two (2) years, as well as all additional undertakings related thereto as may be necessary.

**SECTION 2.** This Ordinance shall be effective upon its passage by City Council and approval of the Mayor.

First Reading ...\_\_\_\_\_, 2017  
Second Reading...\_\_\_\_\_, 2017  
Third Reading . . . . .

Passed by City Council,

\_\_\_\_\_  
President of City Council

ATTEST: \_\_\_\_\_  
City Clerk

Approved as to form this  
\_\_\_\_\_ day of May, 2017

\_\_\_\_\_  
Assistant City Solicitor

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2017

\_\_\_\_\_  
Mayor

**SYNOPSIS:** This Ordinance authorizes the City to enter into a contract or contracts with the three “short-listed” electricity providers for service starting in FY 2018 for a term of (2) or three (3) years with the option to extend for an additional one (1) or two (2) years.

**FISCAL IMPACT:** The fiscal impact of this Ordinance is unable to be exactly quantified as the value of the contract or contracts agreed to will not be finalized until hours before the end of the fiscal year. This Ordinance authorizes the Department of Public Works to negotiate and agree to a contract or contracts for electricity provision with the entities identified in “Exhibit A”

**EXHIBIT A**

## EXHIBIT A PRICING ATTACHMENT

This Exhibit A is to the Transaction Confirmation dated May 24, 2017 between  
DIRECT ENERGY BUSINESS LLC

and  
City of Wilmington  
for a term of: Months

PJM\_FP\_AI\_100MAC\_DE

Account Number	Service Location	Utility	Utility Rate Class	Zone	Capacity / Transmission Tags	*Estimated Meter Read Start Date (MM/DD/YYYY)	Purchase Price (cents / kWh)	Annual Historical Usage (kWh)
0550081142947001027013	default ( 6 NEWARK UNION RD - SL - 0550081142 )	Delmarva	USGSBASIC	DELM	0.0 / 0.0	07/05/2017	x.xxx	202
0550036654727000171845	default ( E 11TH ST - SL - 055003665472700017 )	Delmarva	USGSBASIC	DELM	0.4 / 0.3	07/26/2017	x.xxx	2,423
0550094388587000619470	default ( CLIFFORD BROWN BLVD - SL - 05500943 )	Delmarva	USGSBASIC	DELM	0.0 / 0.1	07/26/2017	x.xxx	1,309
0550034136187001732996	default ( WASHINGTON ST - SL - 05500341361870 )	Delmarva	USGSBASIC	DELM	0.1 / 0.1	07/19/2017	x.xxx	946
0550120894417000902854	default ( 205 BEVERLY PL - SL - 0550120894417 )	Delmarva	USGSBASIC	DELM	0.0 / 0.0	07/05/2017	x.xxx	370
0550024104257001212230	default ( S MADISON ST - SL - 055002410425700 )	Delmarva	USGSBASIC	DELM	0.6 / 0.6	07/19/2017	x.xxx	7,641
0550031755487000511428	default ( MADISON ST - SL - 05500317554870005 )	Delmarva	USGSBASIC	DELM	0.1 / 0.1	07/12/2017	x.xxx	992
0550090862447000536674	default ( 3067 NEW CASTLE AVE - SL - 05500908 )	Delmarva	USGSBASIC	DELM	0.0 / 0.0	07/26/2017	x.xxx	463
0550006498597000521562	default ( GARDEN OF EDEN RD - SL - 0550006498 )	Delmarva	USGSBASIC	DELM	0.0 / 0.0	07/11/2017	x.xxx	217
0550086707097000032503	default ( MARYLAND AVE - SL - 055008670709700 )	Delmarva	USGSBASIC	DELM	0.2 / 0.2	07/19/2017	x.xxx	1,856
0550035582557001733048	default ( JUSTISON ST - SL - 0550035582557001 )	Delmarva	USGSBASIC	DELM	0.3 / 0.3	07/19/2017	x.xxx	2,886
0550030105217000435403	default ( MADISON ST - SL - 05500301052170004 )	Delmarva	USGSBASIC	DELM	0.2 / 0.2	07/19/2017	x.xxx	1,086

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0550115314017000523994	default ( 1700 N PARK DR - SL - 0550115314017 )	Delmarva	USGSBASIC	DELM	0.1 / 0.1	07/07/2017	x.xxx	358
0550043836207000945676	default ( 1043 CLIFFORD BROWN WALK - SL - 055 )	Delmarva	USGSBASIC	DELM	0.0 / 0.0	07/26/2017	x.xxx	238
0550073201577000560255	default ( MLK BLVD - SL - 0550073201577000560 )	Delmarva	USGSBASIC	DELM	0.2 / 0.2	07/19/2017	x.xxx	2,000
0550094382707000619445	default ( 8TH & KIRKWOOD ST - SL - 0550094382 )	Delmarva	USGSBASIC	DELM	0.0 / 0.0	07/26/2017	x.xxx	106
0550073190277000560187	default ( 201 WEST ST - SL - 0550073190277000 )	Delmarva	USGSBASIC	DELM	0.2 / 0.2	07/10/2017	x.xxx	1,146
0550073197467000560228	default ( MLK BLVD - SL - 0550073197467000560 )	Delmarva	USGSBASIC	DELM	0.3 / 0.3	07/19/2017	x.xxx	2,173
0550070733437001182298	default ( 200 S WEST ST - SL - 05500707334370 )	Delmarva	USGSBASIC	DELM	0.3 / 0.2	07/19/2017	x.xxx	1,703
0550119035507000295588	default ( 1301 CARRUTHERS LN - SL - 055011903 )	Delmarva	USGSBASIC	DELM	2.3 / 0.6	07/06/2017	x.xxx	5,593
0550098137127000198343	default ( TOWER DR - SL - 0550098137127000198 )	Delmarva	USGSBASIC	DELM	0.2 / 0.2	07/14/2017	x.xxx	2,385
0550020261557000589745	default ( E 7TH ST - SL - 0550020261557000589 )	Delmarva	USGSBASIC	DELM	0.7 / 0.0	07/26/2017	x.xxx	5,134
0550073207857001830113	default ( PROSPECT RD PUMP - SL - 05500732078 )	Delmarva	USGSBASIC	DELM	0.5 / 0.5	07/19/2017	x.xxx	7,576
0550086704107000032472	default ( MLK BLVD - SL - 0550086704107000032 )	Delmarva	USGSBASIC	DELM	0.5 / 0.5	07/19/2017	x.xxx	3,879
0550092650467000586909	default ( N KING ST - SL - 055009265046700058 )	Delmarva	ULGSTOU	DELM	2.3 / 1.5	07/26/2017	x.xxx	34,988
0550004451757000712450	default ( 300 N WALNUT ST - SL - 055000445175 )	Delmarva	ULGSTOU	DELM	309.1 / 304.0	07/18/2017	x.xxx	1,655,635
0550003923697000705283	default ( 1000 E 11th St. - SL - 055000392369 )	Delmarva	UGSPTOU	DELM	153.6 / 111.1	07/10/2017	x.xxx	1,168,203

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0550014101117000855124	default ( 3151 Kennett Pike - SL - 0550014101 )	Delmarva	UMGSSBASIC	DELM	11.8 / 14.1	07/17/2017	x.xxx	133,358
0550067643147001073274	default ( WALNUT GREEN RD - SL - 055006764314 )	Delmarva	USGSBASIC	DELM	0.0 / 0.0	07/14/2017	x.xxx	174
0550035444047001476143	default ( 4131 NEW CASTLE AVE - SL - 05500354 )	Delmarva	UMGSSBASIC	DELM	13.9 / 13.6	07/26/2017	x.xxx	116,983
0550024111007001748365	default ( 400 N MARKET ST - SL - 055002411100 )	Delmarva	USGSBASIC	DELM	0.2 / 0.0	07/26/2017	x.xxx	2,186
0550012434057000159764	default ( 1611 FOULK RD - SL - 05500124340570 )	Delmarva	UMGSSBASIC	DELM	0.1 / 3.7	07/06/2017	x.xxx	71,286
0550032501197000996910	default ( E 7TH ST - SL - 0550032501197000996 )	Delmarva	USGSBASIC	DELM	0.3 / 0.4	07/26/2017	x.xxx	2,701
0550095554207000645745	default ( 101 E 16TH ST - SL - 05500955542070 )	Delmarva	UMGSSBASIC	DELM	10.1 / 10.0	07/26/2017	x.xxx	85,151
0550013174077000385387	default ( 500 SWEDES LANDING RD - SL - 055001 )	Delmarva	UMGSSBASIC	DELM	6.7 / 0.1	07/26/2017	x.xxx	1,178
0550090888287000081320	default ( 1332 E 12TH ST - SL - 0550090888287 )	Delmarva	UMGSSBASIC	DELM	3.3 / 2.9	07/10/2017	x.xxx	24,815
0550011963147001052068	default ( 500 CAMPBELL RD - SL - 055001196314 )	Delmarva	UMGSSBASIC	DELM	0.2 / 0.0	07/14/2017	x.xxx	21,083
0550014408527000234379	default ( 333 E 30TH ST - SL - 05500144085270 )	Delmarva	UMGSSBASIC	DELM	24.0 / 24.4	07/10/2017	x.xxx	80,320
0550071580377000484523	default ( 1814 GILPIN AVE - SL - 055007158037 )	Delmarva	UMGSSBASIC	DELM	10.7 / 7.8	07/14/2017	x.xxx	33,958
0550059557237001227262	default ( 1500 W 9TH ST - SL - 05500595572370 )	Delmarva	UMGSSBASIC	DELM	6.6 / 6.6	07/12/2017	x.xxx	44,758
0550123067047000695625	default ( N LOCUST ST - SL - 0550123067047000 )	Delmarva	UMGSSBASIC	DELM	24.9 / 24.6	07/10/2017	x.xxx	80,168
0550094120367000616726	default ( NEW CASTLE AVE - SL - 0550094120367 )	Delmarva	UMGSSBASIC	DELM	0.2 / 0.2	07/26/2017	x.xxx	13,341
0550095134377000636421	default ( 900 NEW CASTLE AVE - SL - 055009513 )	Delmarva	UMGSSBASIC	DELM	12.2 / 21.2	07/26/2017	x.xxx	39,544

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0550071610317000735887	default ( 400 W 2ND ST - SL - 055007161031700 )	Delmarva	UMGSSBASIC	DELM	14.2 / 15.1	07/10/2017	x.xxx	85,681
0550092384727000579820	default ( 101 E 16TH ST - SL - 05500923847270 )	Delmarva	UMGSSBASIC	DELM	0.2 / 0.1	07/26/2017	x.xxx	45,027
0550098102477000056261	default ( 220 N UNION ST - SL - 0550098102477 )	Delmarva	UMGSSBASIC	DELM	24.3 / 30.7	07/12/2017	x.xxx	103,096
0550070847957000186164	default ( 501 N MADISON ST - SL - 05500708479 )	Delmarva	UMGSSBASIC	DELM	120.4 / 84.2	07/12/2017	x.xxx	582,928
0550070257647000705454	default ( 1001 WEST ST - SL - 055007025764700 )	Delmarva	UMGSSBASIC	DELM	16.8 / 16.5	07/10/2017	x.xxx	74,562
0550006498187000225528	default ( 700 N POPLAR ST - SL - 055000649818 )	Delmarva	UMGSSBASIC	DELM	8.7 / 10.9	07/26/2017	x.xxx	21,698
0550015540097001508416	default ( 900 N MARKET ST - SL - 055001554009 )	Delmarva	UMGSSBASIC	DELM	0.4 / 0.7	07/17/2017	x.xxx	4,569
0550021736767000643480	default ( 800 N KING ST - SL - 05500217367670 )	Delmarva	UMGSSBASIC	DELM	0.4 / 0.2	07/26/2017	x.xxx	16,840
0550122819157000969724	default ( 306 SPRINGHILL AVE - SL - 055012281 )	Delmarva	UMGSSBASIC	DELM	6.3 / 7.7	07/05/2017	x.xxx	56,735
0550016847237000305191	default ( 2200 TATNALL ST - SL - 055001684723 )	Delmarva	UMGSSBASIC	DELM	24.4 / 26.9	07/10/2017	x.xxx	87,259
0550032767597001005643	default ( 400 NEW CASTLE AVE - SL - 055003276 )	Delmarva	UMGSSBASIC	DELM	24.1 / 31.7	07/26/2017	x.xxx	109,568
0550099072827000155493	default ( 700 N DUPONT RD - SL - 055009907282 )	Delmarva	UMGSSBASIC	DELM	0.6 / 0.6	07/17/2017	x.xxx	8,564
0550055298907000377105	default ( 1100 MARKET ST - SL - 0550055298907 )	Delmarva	USGSBASIC	DELM	0.2 / 0.3	07/10/2017	x.xxx	851
0550094394767000619518	SPRUCE ST ( SPRUCE ST - SL - 055009439476700061 )	Delmarva	USGSBASIC	DELM	0.0 / 0.0	07/26/2017	x.xxx	223
0500088565317000695722	151 Hay Rd ( 151 Hay Rd - SL - 05000885653170006 )	Delmarva	UMGSSBASIC	DELM	4.4 / 5.5	07/10/2017	x.xxx	8,636
0550112930937001621992	1504 W 9TH ST ( 1504 W 9TH ST - SL - 05501129309370 )	Delmarva	USGSBASIC	DELM	3.6 / 5.5	07/12/2017	x.xxx	24,946
0550056735737000798821	505 N MARKET ST ( 505 N MARKET ST - SL - 055005673573 )	Delmarva	USGSBASIC	DELM	0.0 / 0.1	07/26/2017	x.xxx	470



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0550052593167001178822	1450 NEW YORK AVE ( 1450 NEW YORK AVE - SL - 0550052593 )	Delmarva	UGSPTOU	DELM	68.6 / 95.4	07/26/2017	x.xxx	1,116,276
0550125277057000740754	14TH & HEALD ST ( 14TH & HEALD ST - SL - 055012527705 )	Delmarva	USGSBASIC	DELM	0.0 / 0.0	07/10/2017	x.xxx	173
0550033344347001292304	804 N MARKET ST ( 804 N MARKET ST - SL - 055003334434 )	Delmarva	UMGSSBASIC	DELM	0.7 / 1.2	07/26/2017	x.xxx	4,806
0550024107487001749314	200 N MARKET ST ( 200 N MARKET ST - SL - 055002410748 )	Delmarva	USGSBASIC	DELM	0.1 / 0.4	07/26/2017	x.xxx	1,311
0550089739707000602125	1013 CLIFFORD BROWN WALK ( 1013 CLIFFORD BROWN WALK - SL - 055 )	Delmarva	USGSBASIC	DELM	1.2 / 0.7	07/26/2017	x.xxx	6,861
0550073180787000310126	BAYNARD BLVD ( BAYNARD BLVD - SL - 055007318078700 )	Delmarva	USGSBASIC	DELM	1.5 / 1.9	07/07/2017	x.xxx	8,922
0550098507067000206255	1100 DELAWARE AVE ( 1100 DELAWARE AVE - SL - 0550098507 )	Delmarva	USGSBASIC	DELM	3.4 / 2.5	07/14/2017	x.xxx	12,809
0550024114077001754357	WALNUT ST ( WALNUT ST - SL - 055002411407700175 )	Delmarva	USGSBASIC	DELM	0.8 / 1.0	07/26/2017	x.xxx	5,063
0550093656487000064011	3104 MILLER RD ( 3104 MILLER RD - SL - 0550093656487 )	Delmarva	USGSBASIC	DELM	0.5 / 0.6	07/07/2017	x.xxx	1,130
0550057450827000248412	WOODLAWN AVE ( WOODLAWN AVE - SL - 055005745082700 )	Delmarva	USGSBASIC	DELM	0.3 / 0.4	07/17/2017	x.xxx	6,868
0550030448847001990894	TALLEY RD ( TALLEY RD - SL - 055003044884700199 )	Delmarva	USGSBASIC	DELM	0.2 / 0.2	07/05/2017	x.xxx	1,200
0550034947907000666148	E MATSON RUN PKWY ( E MATSON RUN PKWY - SL - 0550034947 )	Delmarva	UMGSSBASIC	DELM	0.1 / 1.7	07/07/2017	x.xxx	5,133
0550052598457000275486	THATCHER ST ( THATCHER ST - SL - 0550052598457000 )	Delmarva	USGSBASIC	DELM	1.5 / 2.0	07/10/2017	x.xxx	5,218
0550124170067000720733	ROSEMONT AVE ( ROSEMONT AVE - SL - 055012417006700 )	Delmarva	USGSBASIC	DELM	1.3 / 1.8	07/10/2017	x.xxx	5,798

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0550016355927000468052	FRONT AND CHURCH ST ( FRONT AND CHURCH ST - SL - 05500163 )	Delmarva	USGSBASIC	DELM	0.1 / 0.2	07/26/2017	x.xxx	1,204
0550032042807000986378	101 S MARKET ST ( 101 S MARKET ST - SL - 055003204280 )	Delmarva	USGSBASIC	DELM	0.1 / 0.1	07/26/2017	x.xxx	285
0550024662867000885816	232 N ADAMS ST ( 232 N ADAMS ST - SL - 0550024662867 )	Delmarva	USGSBASIC	DELM	1.6 / 1.7	07/12/2017	x.xxx	6,095
0550005527987001223755	SHIPLEY ST ( SHIPLEY ST - SL - 05500055279870012 )	Delmarva	USGSBASIC	DELM	0.1 / 0.2	07/26/2017	x.xxx	579
0550053223797001874451	2100 W 16TH ST ( 2100 W 16TH ST - SL - 0550053223797 )	Delmarva	USGSBASIC	DELM	0.2 / 0.2	07/14/2017	x.xxx	914
0550015396467000443904	N LOMBARD ST ( N LOMBARD ST - SL - 055001539646700 )	Delmarva	USGSBASIC	DELM	2.0 / 2.7	07/26/2017	x.xxx	12,584
0550093136307000116712	6 W 4TH ST ( 6 W 4TH ST - SL - 05500931363070001 )	Delmarva	USGSBASIC	DELM	1.2 / 1.3	07/10/2017	x.xxx	7,274
0550104224127001952230	default ( LOMBARD ST - SL - 05501042241270019 )	Delmarva	USGSBASIC	DELM	0.2 / 0.2	07/26/2017	x.xxx	916
0550103953527002043576	default ( 300 S VAN BUREN ST - SL - 055010395 )	Delmarva	USGSBASIC	DELM	0.2 / 0.2	07/12/2017	x.xxx	916
0550103684337002046097	default ( 2400 LAMOTTE ST - SL - 055010368433 )	Delmarva	USGSBASIC	DELM	0.2 / 0.2	07/10/2017	x.xxx	913
0550103950067002044969	default ( 200 N FRANKLIN ST - SL - 0550103950 )	Delmarva	USGSBASIC	DELM	0.2 / 0.2	07/12/2017	x.xxx	916
0550100304137002032766	default ( 601 N FRANKLIN ST - SL - 0550100304 )	Delmarva	USGSBASIC	DELM	0.2 / 0.2	07/12/2017	x.xxx	916
0550053226767001873502	default ( S MADISON ST - SL - 055005322676700 )	Delmarva	USGSBASIC	DELM	0.2 / 0.2	07/19/2017	x.xxx	915
0550100312887002032691	default ( 1023 W 5TH ST - SL - 05501003128870 )	Delmarva	USGSBASIC	DELM	0.2 / 0.2	07/17/2017	x.xxx	914
0550103941407002045090	default ( 2400 N MARKET ST - SL - 05501039414 )	Delmarva	USGSBASIC	DELM	0.2 / 0.2	07/10/2017	x.xxx	913
0550103675757002046196	default ( 2400 JESSUP ST - SL - 0550103675757 )	Delmarva	USGSBASIC	DELM	0.2 / 0.2	07/10/2017	x.xxx	913

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0550104235197001936546	default ( 1000 N PINE ST - SL - 0550104235197 )	Delmarva	USGSBASIC	DELM	0.2 / 0.2	07/26/2017	x.xxx	916
0550100315777002032664	default ( 1315 CONNELL ST - SL - 055010031577 )	Delmarva	USGSBASIC	DELM	0.2 / 0.2	07/17/2017	x.xxx	914
0550100307287002032725	default ( 200 N RODNEY ST - SL - 055010030728 )	Delmarva	USGSBASIC	DELM	0.2 / 0.2	07/12/2017	x.xxx	916
0550103978467001954032	default ( RACE ST - SL - 05501039784670019540 )	Delmarva	USGSBASIC	DELM	0.2 / 0.2	07/10/2017	x.xxx	913
0550103689877002046058	default ( 900 N PINE ST - SL - 05501036898770 )	Delmarva	USGSBASIC	DELM	0.2 / 0.2	07/26/2017	x.xxx	916
0550104228347001938009	default ( 200 N DUPONT ST - SL - 055010422834 )	Delmarva	USGSBASIC	DELM	0.2 / 0.2	07/12/2017	x.xxx	916
0550100322607002031609	default ( 106 N HARRISON ST - SL - 0550100322 )	Delmarva	USGSBASIC	DELM	0.2 / 0.2	07/12/2017	x.xxx	916
0550103957257001991103	default ( CLIFFORD BROWN WALK - SL - 05501039 )	Delmarva	USGSBASIC	DELM	0.2 / 0.2	07/26/2017	x.xxx	916
0550053221147001880331	default ( 701 W 34TH ST - SL - 05500532211470 )	Delmarva	USGSBASIC	DELM	0.2 / 0.2	07/07/2017	x.xxx	912
0550053247147001680433	default ( CLEVELAND AVE - SL - 05500532471470 )	Delmarva	USGSBASIC	DELM	0.2 / 0.2	07/17/2017	x.xxx	914
0550053246567001680624	default ( BAYNARD BLVD - SL - 055005324656700 )	Delmarva	USGSBASIC	DELM	0.2 / 0.2	07/07/2017	x.xxx	912
0550104221647001952985	default ( 400 N BROOM ST - SL - 0550104221647 )	Delmarva	USGSBASIC	DELM	0.2 / 0.2	07/12/2017	x.xxx	916
0550100319167002032468	default ( 301 DELAMORE PL - SL - 055010031916 )	Delmarva	USGSBASIC	DELM	0.2 / 0.2	07/12/2017	x.xxx	916
0550103967647001954264	default ( 500 N HARRISON ST - SL - 0550103967 )	Delmarva	USGSBASIC	DELM	0.2 / 0.2	07/12/2017	x.xxx	916
0550103963507001990971	default ( 1100 LOMBARD ST - SL - 055010396350 )	Delmarva	USGSBASIC	DELM	0.2 / 0.2	07/26/2017	x.xxx	916
0550100326907002031523	default ( 1701 W 4TH ST - SL - 05501003269070 )	Delmarva	USGSBASIC	DELM	0.2 / 0.2	07/17/2017	x.xxx	914

Account Number	Service Location	Utility	Utility Rate Class	Zone	Capacity / Transmission Tags	*Estimated Meter Read Start Date (MM/DD/YYYY)	Purchase Price (cents / kWh)	Annual Historical Usage (kWh)
0550103971687001954218	default ( CONRAD ST - SL - 055010397168700195 )	Delmarva	USGSBASIC	DELM	0.2 / 0.2	07/12/2017	x.xxx	916
0550100301407001068902	default ( 500 N SCOTT ST - SL - 0550100301407 )	Delmarva	USGSBASIC	DELM	0.2 / 0.2	07/12/2017	x.xxx	916
0550100335327002025262	default ( 535 N UNION ST - SL - 0550100335327 )	Delmarva	USGSBASIC	DELM	0.2 / 0.2	07/12/2017	x.xxx	916
0550053231127001873479	default ( 620 S BROOM ST - SL - 0550053231127 )	Delmarva	USGSBASIC	DELM	0.2 / 0.2	07/19/2017	x.xxx	915
0550031328877000581985	default ( 601 W 34TH ST - SL - 05500313288770 )	Delmarva	USGSBASIC	DELM	0.0 / 0.0	07/07/2017	x.xxx	24,310
<b>Total Annual Usage: 6,155,512</b>								

\*The Estimated Meter Read Start Date is merely an approximation based upon Seller's best estimation as to when the service will begin and may not reflect the actual start date. Seller shall not be liable for any lost savings or lost opportunity relating to this estimation.

#### Monthly Contract Quantity

kWh	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
<b>2017</b>							284,579	558,517	496,976	453,919	452,792	564,148
<b>2018</b>	585,852	490,930	544,725	451,168	478,187	497,611	578,540	558,517	494,034	455,207	452,792	564,148
<b>2019</b>	585,852	490,930	542,580	452,496	478,187	495,636	256,386					

\*Usage values in the above table represent the aggregated Usage for all Service Locations for a month

### Special Terms & Conditions

- Customer may terminate this Transaction Confirmation due to relocation outside of the current Utility service territory, without penalty, upon thirty (30) days' prior written notice to Seller.
- If Seller offers Buyer a check, prize or other incentive for signing up with Direct Energy, Buyer has ten (10) calendar days from the day Seller sends the confirmation letter to rescind his/her selection.

**This Exhibit is based on a Weighted Average Price. Any strikeouts of any of the accounts provided with a Weighted Average Price will render pricing for the accounts assigned with a Weighted Average Price null and void.**

Accepted and Agreed to:

By: \_\_\_\_\_ Date: \_\_\_\_\_



## Billing Contact Information and Selection Form

**Account / Customer Name:** City of Wilmington

[illegible]

Please select, by initialing in the spaces provided below, those options to be applied to your billing accounts.

☐ My accounts are Tax Exempt

Please provide current copy of a valid Tax Exemption Form when submitting this document to receive applicable tax exemption on your electricity invoices.

*(Direct Energy can only apply exemptions if a completed form is provided)*

☐ Please aggregate my accounts onto one invoice (maximum 50 accounts per invoice)

(If more than 50 accounts are to be aggregated, accounts will be separated by meter read date)

Please check here if you would like to receive your contract electronically instead of in the mail.

**Internal Use Only**

Billing Address update required for ERM Accounts

Yes ☐

No ☐

LDC Account to be used to identify account for Scanning



**This Commodity Master Agreement ("CMA") among Direct Energy Business, LLC, Direct Energy Business Marketing, LLC d/b/a Direct Energy Business, (collectively "Seller"), each a Delaware limited liability company, and City of Wilmington ("Buyer" or "Customer"), (each a "Party" and collectively, the "Parties") is entered into and effective as of May 24, 2017**

**1. Transactions:** The terms of this CMA apply to all end-use sales of electric power ("Electricity") and/or natural gas ("Gas") as applicable (each a "Commodity" and collectively, the "Commodities"), by the applicable Seller party to Buyer (each sale a "Transaction") which will be memorialized in a writing signed by both Parties (each a "Transaction Confirmation"). Each Transaction Confirmation shall set forth the Seller party providing service to Customer for such Transaction. If a conflict arises between the terms of this CMA and a Transaction Confirmation, the Transaction Confirmation will control with respect to that particular Transaction. This CMA, any amendments to this CMA and related Transaction Confirmation(s) (together, a single integrated, "Agreement") is the entire understanding between Parties with respect to the Commodities and supersedes all other communication and prior writings with respect thereto; no oral statements are effective.

**2. Performance:** The Parties' obligations under this Agreement are firm. Buyer is obligated to purchase and receive, and Seller is obligated to sell and provide, the Contract Quantity of Commodity specified in a Transaction Confirmation in accordance with the terms of this Agreement. Buyer will only use the Commodity at the listed Service Locations in the applicable Transaction Confirmation and will not resell the Commodity or use it at other locations without Seller's prior written consent.

**3. Purchase Price:** Buyer will pay the Purchase Price stated in each Transaction Confirmation. If the Purchase Price incorporates an index and the index is not announced or published on any day for any reason or if the Seller reasonably determines that a material change in the formula for or the method of determining the Purchase Price has occurred, then the Parties will use a commercially reasonable replacement price that is calculated by the Seller. If Seller concludes that a change in any Law(s) increases Seller's costs, the Purchase Price may be adjusted by Seller to reflect such costs. "Law(s)" mean all tariffs, laws, orders, rules, decisions, taxes, regulations, transmission rates, and Utility changes to Buyer's monthly capacity and/or transmission obligations.

**4. Billing and Payment:** Seller will invoice Buyer for the Actual Quantity of Commodity and for any other amounts incurred by Buyer under this Agreement. Payment is due within fifteen (15) days of the date of the invoice. If an invoice is issued and the Actual Quantity cannot be verified by the time, the invoice will be based on Seller's good faith estimate of the Actual Quantity. Seller will adjust Buyer's account following (i) confirmation of the Actual Quantity, (ii) any Utility discrepancy or adjustment or (iii) any other corrections or adjustments, including adjustments to, or re-calculation of, Taxes. Buyer will pay interest on late payments at 1.5% per month or, if lower, the maximum rate permitted by law ("Interest Rate"). Buyer is also responsible for all costs and fees, including reasonable attorney's fees, incurred in collecting payment. "Actual Quantity" means the actual quantity of Commodity that is either delivered or metered, as applicable, to Buyer's account. "Utility" means a state regulated entity engaged in the distribution of Gas or Electricity.

**5. Taxes:** Buyer is responsible for paying any Taxes associated with the Actual Quantity of Commodity sold under this Agreement that may become due at and after the Delivery Point. The Purchase Price does not include Taxes that are or may be the responsibility of the Buyer, unless such inclusion is required by Law. Buyer will reimburse Seller for any Taxes that Seller is required to collect and pay on Buyer's behalf and will indemnify, defend and hold Seller harmless from any liability against all Buyer's Taxes. Buyer will furnish Seller with any necessary documentation showing its exemption from Taxes, if applicable, and Buyer will be liable for any Taxes assessed against Seller because of Buyer's failure to timely provide or properly complete any such documentation. "Taxes" means all applicable federal, state and local taxes, including any associated penalties and interest and any new taxes imposed in the future during the term of this Agreement. Liabilities imposed in this Section will survive the termination of this Agreement.

**6. Disputes:** If either Party in good faith disputes amounts owed under Sections 3, 4, 5 and 8, the disputing Party will contact the non-disputing Party promptly and pay the undisputed amount by the payment due date. The Parties will negotiate in good faith regarding such dispute for a period of not more than fifteen (15) Business Days. In the event the Parties are unable to resolve such dispute, the disputing Party will pay the balance of the original invoice and either Party may exercise any remedy available to it in law or equity pursuant to this Agreement. In the event of a dispute other than



for an invoiced amount, the Parties will use their best efforts to resolve the dispute promptly. Actions taken by a Party exercising its contractual rights will not be construed as a dispute for purposes of this Section. "Business Day" means any day on which banks are open for commercial business in New York, New York; any reference to "day(s)" means calendar days.

**7. Title and Risk of Loss:** Title to, possession of and risk of loss to the Commodity will pass to Buyer at the Delivery Point specified in the applicable Transaction Confirmation.

**8. Buyer's Usage Obligations:**

**A. Material Usage Deviation** If there is a Material Usage Deviation, Buyer will be responsible for the losses and costs, including the costs of obtaining and/or liquidating the applicable volume, based upon the difference between the applicable Contract Quantity and Actual Quantity. Buyer will pay the amount of such losses and costs to Seller within fifteen (15) Business Days of Seller's invoice. "Material Usage Deviation" means any deviation in Actual Quantity at the Service Location(s) stated in the related Transaction Confirmation from Contract Quantity (or, as applicable, estimated Contract Quantities) stated in that Transaction Confirmation of +/- 25% or more, which is not caused by weather.

**B. Balancing Charges:** For Transactions involving the purchase and sale of Gas only, Buyer will be responsible for Balancing Charges unless Prior Notice of a material variation in usage is provided to Seller and actual usage is consistent with that Prior Notice. "Balancing Charges" means Utility fees, costs or charges and penalties assessed for failure to satisfy the Utility's balancing and/or nomination requirements. "Prior Notice" is defined as forty-eight (48) hours before the start of the Gas Day for which the material variation in usage will apply. "Gas Day" means a period of 24 consecutive hours as defined by the Utility. Buyer will make any payment due pursuant to this Section within five (5) Business Days of the date of Seller's invoice.

**C. Curtailments:** For Transactions involving the purchase and Sale of Gas only, if Buyer is directed by its Utility to curtail its usage, in whole or in part, Buyer will curtail as directed. If Buyer fails to curtail as directed, Buyer will pay or reimburse Seller for all Balancing Charges assessed by the Utility. Payment by Buyer of any Balancing Charges will be due within five (5) Business Days of the date of Seller's invoice.

**9. Force Majeure:** A Party claiming Force Majeure will be excused from its obligations under Section 2 as long as it provides prompt notice of the Force Majeure and uses due diligence to remove its cause and resume performance as promptly as reasonably possible. During a Force Majeure, Buyer will not be excused from its responsibility for Balancing Charges nor from its responsibility to pay for Commodity received. "Force Majeure" means a material, unavoidable occurrence beyond a Party's control, and does not include inability to pay, an increase or decrease in Taxes or the cost of Commodity, the economic hardships of a Party, or the full or partial closure of Buyer's facilities, unless such closure itself is due to Force Majeure.

**10. Financial Responsibility:** Seller's entry into this Agreement and each Transaction is conditioned on Buyer, its parent, any guarantor or any successor maintaining its creditworthiness during the Delivery Period and any Renewal Term. When Seller has reasonable grounds for insecurity regarding Buyer's ability or willingness to perform all of its outstanding obligations under any agreement between the Parties, Seller may require Buyer to provide adequate assurance, which may include, in the Seller's discretion, security in the form of cash deposits, prepayments, letters of credit or other guaranty of payment or performance ("Credit Assurance").

**11. Default:** "Default" means: (i) failure of either Party to make payment by the applicable due date and the payment is not made within three (3) Business Days of a written demand; (ii) failure of Buyer to provide Credit Assurance within two (2) Business Days of Seller's demand; (iii) either Party, its parent or guarantor, becomes Bankrupt or fails to pay its debts generally as they become due; or (iv) failure of either Party to satisfy any representations and warranties applicable to it contained in Section 13A or 13B and the failure is not cured within fifteen (15) Business Days of a written demand, provided that no cure period or demand for cure applies to a breach of Section 13A(c). "Bankrupt" means an entity (a) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or commenced against it, (b) makes an assignment or any general arrangement for the benefit of creditors, (c) otherwise becomes bankrupt or insolvent, however evidenced, (d) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets, (e) has a secured party take possession of all or any substantial portion of its assets or (f) is dissolved or has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger).

**12. Remedies:** In the event of a Default, the non-defaulting Party may: (i) withhold any payments or suspend performance; (ii) upon written notice, provided that no notice is required with respect to Section 11(iii) or a breach of Section 13A(c), accelerate any or all amounts owing between the Parties and terminate any or all Transactions and/or this Agreement; (iii) calculate a settlement amount by calculating all amounts due to Seller for Actual Quantity and the Close-out Value for each Transaction being terminated; and/or (iv) net or aggregate, as appropriate, all settlement amounts and all other amounts owing between the Parties and their affiliates under this Agreement and other energy-related agreements between them and their affiliates, whether or not then due and whether or not subject to any contingencies, plus costs incurred, into one single amount ("Net Settlement Amount"). Any Net Settlement Amount due from the defaulting Party to the non-defaulting Party will be paid within three (3) Business Days of written notice from the

non-defaulting Party. Interest on any unpaid portion of the Net Settlement Amount will accrue daily at the Interest Rate. "Close-out Value" is the sum of (a) the amount due to the non-defaulting Party regarding the Contract Quantities (or, as applicable, estimated Contract Quantities) remaining to be delivered as stated in the applicable Transaction Confirmation(s) during the Delivery Period or, if applicable, the current Renewal Term, calculated by determining the difference between the Purchase Price and the Market Price for such quantities; and (b) without duplication, any net losses or costs incurred by the non-defaulting Party for terminating the Transaction(s), including costs of obtaining, maintaining and/or liquidating commercially reasonable hedges, Balancing Charges and/or transaction costs. "Market Price" means the price for similar quantities of Commodity at the Delivery Point during the Delivery Period or Renewal Term, as applicable. For purposes of determining Close-out Value, (i) Market Price will be determined by the non-defaulting Party in good faith as of a date and time as close as reasonably practical to the date and time of termination or liquidation of the applicable Transaction(s), and (ii) Market Price may be ascertained through reference to quotations provided by recognized energy brokers or dealers, market indices, bona-fide offers from third-parties, or by reference to commercially reasonable forward pricing valuations. The Parties agree that the Close-out Value constitutes a reasonable approximation of damages, and is not a penalty or punitive in any respect. Seller may, but need not, physically liquidate a Transaction or enter into a replacement transaction to determine Close-out Value or Net Settlement Amount. The defaulting Party is responsible for all costs and fees incurred for collection of Net Settlement Amount, including, reasonable attorney's fees and expert witness fees.

**13. Representations and Warranties:** Each of the following are deemed to be repeated each time a Transaction is entered into:

**A.** Each Party represents that: (a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and is qualified to conduct its business in those jurisdictions necessary to perform to this Agreement; (b) the execution of this Agreement is within its powers, has been duly authorized and does not violate any of the terms or conditions in its governing documents or any contract to which it is a party or any law applicable to it; and (c) it is not Bankrupt.

**B.** Buyer represents and warrants that: (a) it is not a residential customer; (b) it will immediately notify Seller of any change in its ownership; (c) execution of this Agreement initiates enrollment and service for the Delivery Period and any Renewal Term; (d) no communication, written or oral, received from the Seller will be deemed to be an assurance or guarantee as to any results expected from this Agreement; (e) if it is executing this Agreement in its capacity as an agent, such Party represents and warrants that it has the authority to bind the principal to all the provisions contained herein and agrees to provide documentation of such agency relationship, and (f) (i) it will provide, to Seller, information reasonably required to substantiate its usage requirements, including information regarding its business, locations, meter/account numbers, historical/projected usage, time of use, hours of operation, utility rate classes, agreements, schedules, which in substantial part form the basis for the calculation of charges for the transactions hereunder; (ii) acceptance of this Agreement constitutes an authorization for release of such usage information; (iii) it will assist Seller in taking all actions necessary to effectuate Transactions, including, if requested, executing an authorization form permitting Seller to obtain its usage information from third parties; and (iv) the usage information provided is true and accurate as of the date furnished and as of the effective date of the Agreement.

**C.** Each Party acknowledges that: (a) this Agreement is a forward contract and a master netting agreement as defined in the United States Bankruptcy Code ("Code"); (b) this Agreement shall not be construed as creating an association, trust, partnership, or joint venture in any way between the Parties, nor as creating any relationship between the Parties other than that of independent contractors for the sale and purchase of Commodity; (c) Seller is not a "utility" as defined in the Code; (d) Commodity supply will be provided by Seller under this Agreement, but delivery will be provided by the Buyer's Utility; and (e) Buyer's Utility, and not Seller, is responsible for responding to leaks or emergencies should they occur.

**14. Other:**

(a) This Agreement, and any dispute arising hereunder, is governed by the law of the state in which the Service Locations are located, without regard to any conflict of rules doctrine. (b) Each Party waives its right to a jury trial regarding any litigation arising from this Agreement. (c) No delay or failure by a Party to exercise any right or remedy to which it may become entitled under this Agreement will constitute a waiver of that right or remedy. (d) Seller warrants that (i) it has good title to Commodity delivered, (ii) it has the right to sell the Commodity, and (iii) the Commodity will be free from all royalties, liens, encumbrances, and claims. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, ARE DISCLAIMED. (e) Buyer will be responsible for and indemnify Seller against all losses, costs and expenses, including court costs and reasonable attorney's fees, arising out of claims for personal injury, including death, or property damage from the Commodity or other charges which attach after title passes to Buyer. Seller will be responsible for and indemnify Buyer against any losses, costs and expenses, including court costs and reasonable attorneys' fees, arising out of claims of title, personal injury, including death, or property damage from the Commodity or other charges which attach before title passes to Buyer. (f) NEITHER PARTY WILL BE LIABLE TO THE OTHER UNDER THE AGREEMENT FOR CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES, LOST PROFITS OR SPECIFIC PERFORMANCE, EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT. (g) All notices and waivers will be made in writing and may be delivered by hand delivery, first class mail (postage prepaid), overnight courier service or by facsimile and will be effective upon receipt; provided, however, that any termination notice may only be sent by hand or by overnight courier service, and, if sent to Seller, a copy delivered to:

Direct Energy Business, Attn: Customer Services Manager, 1001 Liberty Avenue, Pittsburgh, PA 15222, Pittsburgh, PA 15222; Phone: (888) 925-9115; Fax: (866) 421-0257; Email: CustomerRelations@directenergy.com. (h) If Buyer and Direct Energy Business Marketing, LLC entered into Commodity transactions prior to the execution of this Agreement ("Existing Transactions"), the Parties agree that these Existing Transactions shall be Transactions governed under the terms of this Agreement. This Agreement supersedes and replaces any other agreement that may have applied to the Existing Transactions. Note that this subsection (i) shall not apply to any Commodity transactions or agreements entered into between Buyer and Direct Energy Business, LLC (i) No amendment to this Agreement will be enforceable unless reduced to writing and executed by both Parties. (j) Seller may assign this Agreement without Buyer's consent. Buyer may not assign this Agreement without Seller's consent; which consent will not be unreasonably withheld. In addition, Seller may pledge, encumber, or assign this Agreement or the accounts, revenues, or proceeds of this Agreement in connection with any financing or other financial arrangements without Buyer's consent; in which case Seller shall not be discharged from its obligations to Buyer under this Agreement. (k) This Agreement may be executed in separate counterparts by the Parties, including by facsimile, each of which when executed and delivered shall be an original, but all of which shall constitute one and the same instrument. (l) Any capitalized terms not defined in this CMA are defined in the Transaction Confirmation or shall have the meaning set forth in the applicable Utility rules, tariffs or other governmental regulations, or if such term is not defined therein then it shall have the well-known and generally accepted technical or trade meanings customarily attributed to it in the natural gas or electricity generation industries, as applicable. (m) The headings used in this Agreement are for convenience of reference only and are not to affect the construction of or to be taken into consideration in interpreting this Agreement. (n) Any executed copy of this Agreement and other related documents may be digitally copied, photocopied, or stored on computer tapes and disks ("Imaged Agreement"). The Imaged Agreement will be admissible in any judicial, arbitration, mediation or administrative proceedings between the Parties in accordance with the applicable rules of evidence; provided that neither Party will object to the admissibility of the Imaged Agreement on the basis that such were not originated or maintained in documentary form. (o) Where multiple parties are Party to this Agreement with Seller and are represented by the same agent, it is agreed that this Agreement will constitute a separate agreement with each such Party, as if each such Party had executed a separate Agreement, and that no such Party shall have any liability under this document for the obligations of any other Parties. (p) This CMA may be terminated by either Party upon at least thirty (30) days' prior written notice; provided, however, that this CMA will remain in effect with respect to Transactions entered into prior to the effective date of the termination until both Parties have fulfilled all of their obligations with respect to the outstanding Transactions. (q) Buyer will not disclose the terms of this Agreement, without prior written consent of the Seller, to any third party, other than Buyer's employees, affiliates, agents, auditors and counsel who are bound by substantially similar confidentiality obligations, trading exchanges, governmental authorities, courts, adjudicatory proceedings, pricing indices, and credit ratings agencies; provided that if Buyer receives a demand for disclosure pursuant to court order or other proceeding, it will first notify Seller, to the extent practicable, before making the disclosure.

IN WITNESS WHEREOF, this CMA is entered into and effective as of the date written above.


**BUYER: City of Wilmington**

By:  
Print Name:  
Title:  
Date:

**SELLER: DIRECT ENERGY BUSINESS, LLC**

**Direct Energy Business Marketing, LLC**

By:  
Print Name:  
Title:  
Date:

Date: May 24, 2017	Product Code: PJM_FP_AI_100MAC_DE
	<b>DIRECT ENERGY BUSINESS, LLC</b> 1001 Liberty Avenue Pittsburgh, PA 15222 Phone: 1-888-925-9115 www.directenergy.com

#### CUSTOMER INFORMATION

<b>Customer Name:</b> City of Wilmington	<b>Billing Contact:</b>
<b>Contact Name:</b> Vincent Carroccia	<b>Billing Address:</b>
<b>Address:</b> 800 N French St FL 5, WILMINGTON, DE 19801-3590	
<b>Telephone:</b> (302) 576-2423	<b>Telephone:</b>
<b>Fax:</b>	<b>Fax:</b>
<b>Email:</b>	

#### ELECTRICITY TRANSACTION CONFIRMATION - DELAWARE FIXED AI 100% MAC

This Transaction Confirmation confirms the terms of the Electricity Transaction entered into between Direct Energy Business, LLC ("Seller"), and the customer above ("Buyer" or "Customer") pursuant to the terms of the Commodity Master Agreement between Customer and Seller and/or Seller's affiliate Direct Energy Business Marketing, LLC, d/b/a Direct Energy Business dated \_\_\_\_\_, as may be amended. If the referenced Commodity Master Agreement is between Customer and Direct Energy Business Marketing, LLC, d/b/a Direct Energy Business, Customer and Seller agree that this Transaction Confirmation shall be governed by and incorporate the terms of such Commodity Master Agreement. The Exhibit A for the Purchase Price described below is attached to, and is made a part of, this Transaction Confirmation.

The Purchase Price excludes Utility distribution charges and Taxes that are or may be the responsibility of Customer. Customer's execution and submission of this Transaction Confirmation, including Exhibit A hereto, to Seller shall constitute an offer from Customer to Seller to purchase the Commodity on the terms set forth in the Commodity Master Agreement. This Transaction Confirmation shall become effective only upon (i) execution by Customer of this Transaction Confirmation, including Exhibit A, and Commodity Master Agreement; and (ii) the earlier of execution of the Commodity Master Agreement and this Transaction Confirmation by Seller or written confirmation by Seller of its acceptance of the Transaction Confirmation to Customer.

<b>Delivery Period:</b>	<p>For each Service Location, the first meter read date will be on or after: <u>July 01, 2017</u> and will continue for a term of <u>  </u> Months</p> <p>Seller will request the Utility to enroll Customer on the first meter read date in the first month of the Delivery Period as defined by the Utility. The service start date hereunder will be the date that the Utility enrolls Customer for Seller's services. Seller shall not be liable for any lost savings or lost opportunity as a result of a delay in service commencement due to actions or inactions of the Utility.</p> <p>Upon the expiration of the Delivery Period, this Transaction shall continue for successive one month terms (collectively the "Renewal Term") until either Party notifies the other Party in writing of its intention to terminate, at least 15 days prior to the end of the Delivery Period or 15 days prior to the end of each successive month Renewal Term. The termination date shall be the next effective drop date permitted by the Utility. All terms of the Agreement will remain in effect through the termination date as set by the applicable Utility. During the Renewal Term, the Purchase Price for each successive month Renewal Term will be the then market-based price for similar quantities of Commodity at the Delivery Point, including all Taxes, costs, charges or fees which are set forth herein, unless otherwise agreed to in writing by the Parties.</p>
<b>Delivery Point:</b>	The Delivery Point shall be the point(s) where Commodity is delivered to the Utility. The Utility is specified on Exhibit A.
<b>Contract Quantity:</b>	Customer and Seller agree that the Contract Quantity purchased and received means a positive volume up to or greater than the estimated quantities listed on the Exhibit A, provided, that for purposes of determining whether a Material Usage Deviation has occurred and for purposes of calculating Contract Quantities remaining to be delivered under Section 12 of the Agreement, Contract Quantity shall be determined by reference to the historical monthly usage for such Service Locations.
<b>Tax Exemption Status:</b>	<p>[ <input type="checkbox"/> ] Non-Exempt [ <input type="checkbox"/> ] Exempt</p> <p>If exempt, must attach certificate.</p>
<b>Purchase Price:</b>	<p>The Purchase Price per kWh to be paid by Buyer for the services provided hereunder during the Delivery Period of this Transaction Confirmation shall be that set forth on the Exhibit A. The Purchase Price includes applicable costs for Commodity; Ancillary Services; losses; Capacity (as mandated by the PJM OATT and Operating Agreement, or as modified by PJM or approved by FERC); any applicable network integration transmission service charges (NITS); costs to comply with Renewable Portfolio Standards ("RPS"); any Reliability Must Run ("RMR") charges, as applicable, and the Services Fee.</p> <p>Beginning with sales as of June 1, 2012, Delmarva Power and Light Company ("Delmarva") will charge all of its distribution system customers for Renewable Energy Portfolio Standards ("RPS") compliance costs through a non-bypassable charge.</p>

<b>Bill type:</b>	Dual
<b>Definitions:</b>	<p><b>"Ancillary Services"</b> means wholesale commodity services and products required to facilitate delivery of Commodity to the Utility.</p> <p><b>"Capacity"</b> means the Capacity obligations met through the provisions of the PJM Reliability Assurance Agreement (RAA).</p> <p><b>"Exhibit A"</b> refers to the list of Service Locations attached to this Transaction Confirmation, which list specifies the Service Locations covered under the scope of this Transaction Confirmation for PowerPortfolio, Day-Ahead and other index products. For fixed price products, it refers to the pricing attachment to this Transaction Confirmation that sets forth (together with this Transaction Confirmation) the Purchase Price applicable to, and the Service Locations covered by, this Transaction Confirmation.</p> <p><b>"PJM"</b> means the Pennsylvania New Jersey Maryland Interconnection, L.L.C.</p> <p><b>"Reliability Must Run" (RMR)</b> is a unit that must run for operational or reliability reasons, regardless of economic considerations. Also called reliability agreement.</p> <p><b>"Renewable Portfolio Standard (RPS)"</b> is a regulation that requires the increased production of energy from renewable energy sources.</p> <p><b>"Services Fee"</b> is the fee for the services provided by Seller to meet the Service Locations' load requirements, which is included in the Purchase Price to be paid by Buyer.</p> <p><b>"Small Commercial Customer"</b> is a retail electric customer taking service under Delmarva Power and Light Company tariff, currently on file with the commission, service classification "Small General Service-Non Demand Rate" or the Cooperative's tariff, currently on file with the Commission, Service Classification "General Service". However, any Small Commercial Customer who has joined with an affiliated non-Small Commercial Customer or a non-residential customer for the purpose of contracting for electric supply service is exempt for the definition of Small Commercial Customer.</p>
<b>Special Provisions:</b>	<p><b>1. Change in Utility Account Numbers:</b> The account number for a Service Location shall be the Utility Account Number set forth in the Service Locations attached in the Exhibit A, or any replacement account number issued by the Utility from time to time.</p> <p><b>2. Third Party Charges:</b> Customer acknowledges that any costs assessed by the Utility or any third party as a result of Customer's switch to or from Seller, including but not limited to switching costs, are not included in the Purchase Price and shall be the responsibility of the Customer.</p> <p><b>3. Material Usage Deviation:</b> Section 8(A) of the Agreement is deleted in its entirety and replaced with the following: "If there is a Material Usage Deviation, Buyer will be responsible for the losses and costs, including the costs of obtaining and/or liquidating the applicable volume, based upon the difference between the applicable Contract Quantity and Actual Quantity. Buyer will pay the amount of such losses and costs to Seller within fifteen (15) Business Days of Seller's invoice. "Material Usage Deviation" means any deviation in Actual Quantity at the Service Location(s) stated in the related Transaction Confirmation from Contract Quantity (or, as applicable, estimated Contract Quantities) stated in that Transaction Confirmation of +/- 100% or more."</p> <p><b>4. End User:</b> The following warranties shall be added to Section 13(B), Representations and Warranties of the Agreement: "(g) Buyer represents and warrants that it is the intended end-use customer for all Commodity purchased under this Agreement, has entered into this Agreement for non-speculative purposes, and will not resell any of the Commodity purchased under this Agreement. (h) Buyer additionally represents, warrants and covenants that (i) it is NOT a residential or Small Commercial Customer (as defined in the Delaware Administrative Code); and (ii) it has a peak monthly usage of at least 3500kWh."</p> <p><b>5. Right to Rescind:</b> If Buyer is a Small Commercial Customer, Buyer has ten (10) calendar days following the date that the Utility sends the confirmation letter to cancel (rescind) this Agreement by calling Seller at 1-888-925-9115.</p> <p><b>6. Utility and Delaware Public Service Commission Contact Information:</b> A) If Buyer has problems with its service or in the event of an emergency, such as power outage, it should contact the applicable Utility at: 1.) Delmarva Power and Light - Customer Care: 1-800-375-7117 Emergency Number: 1-800-898-8042 (New Castle County) or 1-800-898-8045 (Kent and Sussex Counties); 2.) Delaware Electric Co-Op - Customer Care: 1-800-282-8535 (New Castle County) or 302-349-9090 (Kent and Sussex Counties) Emergency Number: 1-800-282-8595 (New Castle County) or 302-349-9009 (Kent and Sussex Counties). B) If Buyer has any additional questions, it may call the Delaware Public Service Commission at 302-736-7500 or by mail at: Public Service Commission, 861 Cannon Building, Suite 100, Dover DE 19904.</p>

BUYER: City of Wilmington

By:

Name:

Title:

SELLER: Direct Energy Business, LLC

By:

Name:

Title:

Date:

Date:



This Amendment constitutes the changes to the Commodity Master Agreement ("CMA") among Direct Energy Business, LLC, Direct Energy Business Marketing, LLC d/b/a Direct Energy Business and **City of Wilmington** dated , 2017, attached hereto as Exhibit 1. Any inconsistency in the Agreement shall be resolved by giving precedence in the following order of priority: (1) the Transaction Confirmation (2) the Amendment to the CMA and (3) the CMA.

1. Section 4 is amended by deleting the second sentence and replacing it with the following:

"Payment is due within thirty (30) days of the date of invoice."

2. Section 14 (a) is hereby deleted and replaced with the following:

"This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware. All claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be resolved exclusively by a court of competent jurisdiction located in New Castle County, Delaware."

3. Section 14 (e) is amended by deleting the last sentence and replacing it with the following:

"Seller shall defend, indemnify, and hold harmless Buyer, its employees, agents, and officers, from and against any and all claims, damages, actions, liabilities and expenses, including reasonable attorney's fees, resulting from the negligent acts or omissions of the Seller, its employees, agents, subcontractors, consultants, or sub-consultants in performing the services required under this Agreement."

4. Section 14 (g) is amended by inserting the following sentence at the end of the provision:

"Notices sent to Buyer shall be addressed to: The City, Commissioner of Public Works, 800 N. French Street, 6<sup>th</sup> Floor, Wilmington, DE 19801; (302) 576-3069."

5. The following new sections are hereby added to the CMA:

**15. Insurance Coverage.** Seller shall provide insurance coverage for itself and all of its employees, if any, used in connection with this Agreement as follows: workers' compensation as required by law; comprehensive general liability coverage for personal injury, including death, and property damage in the minimum amount of Two Million Dollars (\$2,000,000.00). Such policies shall be issued by a financially sound carrier and/or carriers.

**16. Discrimination.** In the performance of this Agreement, the parties agree that they shall not discriminate or permit discrimination or harassment against any person because of age, sex, marital status, race, religion, color, national origin or sexual orientation.

**17. Records.** Seller shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by Buyer to assure proper accounting for all project funds. Such records shall be made available for audit purposes to Buyer or its authorized representatives upon request.

**18. Reports and Information.** Seller, at such time and in such form as Buyer may require, shall furnish Buyer such periodic reports as Buyer may request pertaining to the work or services undertaken pursuant to this Agreement.

**19. Business License.** Seller shall obtain and/or maintain an appropriate business license from the City of Wilmington Department of Finance. Currently the annual cost of a business license for an electric or gas utility is \$3,011 per year. This amount is subject to change.

**20. Findings Confidential.** All of the drawings, plans, designs, reports, analyses, specifications, information, examinations, proposals, illustrations, copy, and other documents ("the Documents") prepared, assembled or

drafted by the Seller under this Agreement are confidential, and the Seller agrees that the Documents shall not be made available to anyone, without the prior written approval of Buyer. Furthermore, the Documents, shall become the property of Buyer.

21. **Independent Contractor.** Seller (and its employees and agents) is an independent contractor and not an employee or agent of Buyer.

22. **Oral Modifications.** This Agreement may not be changed orally, but only by an agreement in writing and signed by both parties.

23. **Successors and Assigns.** This Agreement, and all the terms and provisions hereof, shall be binding upon and shall inure to the benefit of Buyer and the Seller, and their respective legal representatives, successors, and assigns.

This Amendment is governed under the laws as indicated in the CMA, constitutes the entire agreement and understanding of the Parties with respect to its subject matter and supersedes all prior oral and written communications with respect thereto. The remaining terms of the CMA are unchanged.

IN WITNESS WHEREOF, the Parties have executed this Amendment on the respective dates specified below with effect as of the latest date specified in the signatures below (the "Effective Date").

**Buyer: City of Wilmington**

**Seller: Direct Energy Business, LLC  
Direct Energy Business Marketing, LLC**

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

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



Exhibit 1

[CMA dated ]

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This Transaction Confirmation Amendment constitutes the changes to the Transaction Confirmation dated \_\_\_\_\_, attached to this Amendment as Exhibit 1, executed between City of Wilmington and Direct Energy Business Marketing, LLC d/b/a Direct Energy Business under the Commodity Master Agreement ("CMA") entered into and effective \_\_\_\_\_. To the extent there is inconsistency in terms, the documents will govern as follows: (1) this Transaction Confirmation Amendment (2) the Transaction Confirmation (3) any Amendment to the CMA and (4) the CMA.

1. The Special Provisions section is amended by inserting the following:  
"For the Delivery Period under this Transaction Confirmation, Section 8.B of the CMA will not apply."

This Transaction Confirmation Amendment is governed under and construed in accordance with the governing law as indicated in the Agreement. This Amendment constitutes the entire agreement with respect to its subject matter and supersedes all prior oral and written communication with respect thereto. The remaining terms of the Transaction Confirmation are unchanged.

IN WITNESS WHEREOF the Parties have executed this Transaction Confirmation Amendment on the respective dates specified below with effect as of the latest date specified in the signatures below (the "Effective Date").

**Buyer: City of Wilmington**

**Seller: Direct Energy Business Marketing, LLC  
d/b/a Direct Energy Business**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Exhibit 1  
[Transaction Confirmation]

## EXHIBIT A PRICING ATTACHMENT

This Exhibit A is to the Transaction Confirmation dated May 24, 2017 between  
**DIRECT ENERGY BUSINESS LLC**  
 and  
**City of Wilmington**  
 for a term of Months

**PJM\_FP\_AI\_100MAC\_DE**

Account Number	Service Location	Utility	Utility Rate Class	Zone	Capacity / Transmission Tags	*Estimated Meter Read Start Date (MM/DD/YYYY)	Purchase Price (cents / kWh)	Annual Historical Usage (kWh)
0550005213557000553325	default ( 800 FRENCH ST - SL - 05500052135570 )	Delmarva	UORLBASIC	DELM	0.0 / 89.4	07/31/2017	x.xxx	310,342
0550007216587000555990	default ( 800 FRENCH ST - SL - 05500072165870 )	Delmarva	UORLBASIC	DELM	0.0 / 29.4	07/31/2017	x.xxx	102,232
0550005218927000553386	default ( 800 FRENCH ST - SL - 05500052189270 )	Delmarva	UORLBASIC	DELM	0.0 / 1930.7	07/31/2017	x.xxx	6,702,940
0550007460777000557675	default ( 800 FRENCH ST - SL - 05500074607770 )	Delmarva	UORLBASIC	DELM	0.0 / 24.5	07/31/2017	x.xxx	85,073
0550005218927000553406	default ( 800 French Street - SL - 0550005218 )	Delmarva	UORLBASIC	DELM	0.0 / 338.0	07/31/2017	x.xxx	1,173,477
0550005420477000553426	800 FRENCH ST ( 800 FRENCH ST - SL - 05500054204770 )	Delmarva	UOLBASIC25	DELM	0.0 / 0.0	07/31/2017	x.xxx	814,269
<b>Total Annual Usage:</b>								<b>9,188,333</b>

\*The Estimated Meter Read Start Date is merely an approximation based upon Seller's best estimation as to when the service will begin and may not reflect the actual start date. Seller shall not be liable for any lost savings or lost opportunity relating to this estimation.

**Monthly Contract Quantity**

kWh	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2017							25,343	761,982	718,156	763,657	761,821	810,697
2018	716,314	763,598	817,161	760,149	738,651	788,382	786,233	761,982	717,855	763,717	761,821	810,697
2019	716,314	763,598	817,037	759,866	738,651	788,437	761,458					

\*Usage values in the above table represent the aggregated Usage for all Service Locations for a month

### Special Terms & Conditions

- Customer may terminate this Transaction Confirmation due to relocation outside of the current Utility service territory, without penalty, upon thirty (30) days' prior written notice to Seller.
- If Seller offers Buyer a check, prize or other incentive for signing up with Direct Energy, Buyer has ten (10) calendar days from the day Seller sends the confirmation letter to rescind his/her selection.

**This Exhibit is based on a Weighted Average Price. Any strikeouts of any of the accounts provided with a Weighted Average Price will render pricing for the accounts assigned with a Weighted Average Price null and void.**

Accepted and Agreed to:

By: \_\_\_\_\_ Date: \_\_\_\_\_



## Billing Contact Information and Selection Form

[illegible]

Billing Address update required for ERM Accounts

Yes ☐

No ☐

LDC Account to be used to identify account for Scanning





**This Commodity Master Agreement ("CMA") among Direct Energy Business, LLC, Direct Energy Business Marketing, LLC d/b/a Direct Energy Business, (collectively "Seller"), each a Delaware limited liability company, and City of Wilmington ("Buyer" or "Customer"), (each a "Party" and collectively, the "Parties") is entered into and effective as of May 24, 2017**

**1. Transactions:** The terms of this CMA apply to all end-use sales of electric power ("Electricity") and/or natural gas ("Gas") as applicable (each a "Commodity" and collectively, the "Commodities"), by the applicable Seller party to Buyer (each sale a "Transaction") which will be memorialized in a writing signed by both Parties (each a "Transaction Confirmation"). Each Transaction Confirmation shall set forth the Seller party providing service to Customer for such Transaction. If a conflict arises between the terms of this CMA and a Transaction Confirmation, the Transaction Confirmation will control with respect to that particular Transaction. This CMA, any amendments to this CMA and related Transaction Confirmation(s) (together, a single integrated, "Agreement") is the entire understanding between Parties with respect to the Commodities and supersedes all other communication and prior writings with respect thereto; no oral statements are effective.

**2. Performance:** The Parties' obligations under this Agreement are firm. Buyer is obligated to purchase and receive, and Seller is obligated to sell and provide, the Contract Quantity of Commodity specified in a Transaction Confirmation in accordance with the terms of this Agreement. Buyer will only use the Commodity at the listed Service Locations in the applicable Transaction Confirmation and will not resell the Commodity or use it at other locations without Seller's prior written consent.

**3. Purchase Price:** Buyer will pay the Purchase Price stated in each Transaction Confirmation. If the Purchase Price incorporates an index and the index is not announced or published on any day for any reason or if the Seller reasonably determines that a material change in the formula for or the method of determining the Purchase Price has occurred, then the Parties will use a commercially reasonable replacement price that is calculated by the Seller. If Seller concludes that a change in any Law(s) increases Seller's costs, the Purchase Price may be adjusted by Seller to reflect such costs. "Law(s)" mean all tariffs, laws, orders, rules, decisions, taxes, regulations, transmission rates, and Utility changes to Buyer's monthly capacity and/or transmission obligations.

**4. Billing and Payment:** Seller will invoice Buyer for the Actual Quantity of Commodity and for any other amounts incurred by Buyer under this Agreement. Payment is due within fifteen (15) days of the date of the invoice. If an invoice is issued and the Actual Quantity cannot be verified by the time, the invoice will be based on Seller's good faith estimate of the Actual Quantity. Seller will adjust Buyer's account following (i) confirmation of the Actual Quantity, (ii) any Utility discrepancy or adjustment or (iii) any other corrections or adjustments, including adjustments to, or re-calculation of, Taxes. Buyer will pay interest on late payments at 1.5% per month or, if lower, the maximum rate permitted by law ("Interest Rate"). Buyer is also responsible for all costs and fees, including reasonable attorney's fees, incurred in collecting payment. "Actual Quantity" means the actual quantity of Commodity that is either delivered or metered, as applicable, to Buyer's account. "Utility" means a state regulated entity engaged in the distribution of Gas or Electricity.

**5. Taxes:** Buyer is responsible for paying any Taxes associated with the Actual Quantity of Commodity sold under this Agreement that may become due at and after the Delivery Point. The Purchase Price does not include Taxes that are or may be the responsibility of the Buyer, unless such inclusion is required by Law. Buyer will reimburse Seller for any Taxes that Seller is required to collect and pay on Buyer's behalf and will indemnify, defend and hold Seller harmless from any liability against all Buyer's Taxes. Buyer will furnish Seller with any necessary documentation showing its exemption from Taxes, if applicable, and Buyer will be liable for any Taxes assessed against Seller because of Buyer's failure to timely provide or properly complete any such documentation. "Taxes" means all applicable federal, state and local taxes, including any associated penalties and interest and any new taxes imposed in the future during the term of this Agreement. Liabilities imposed in this Section will survive the termination of this Agreement.

**6. Disputes:** If either Party in good faith disputes amounts owed under Sections 3, 4, 5 and 8, the disputing Party will contact the non-disputing Party promptly and pay the undisputed amount by the payment due date. The Parties will negotiate in good faith regarding such dispute for a period of not more than fifteen (15) Business Days. In the event the Parties are unable to resolve such dispute, the disputing Party will pay the balance of the original invoice and either Party may exercise any remedy available to it in law or equity pursuant to this Agreement. In the event of a dispute other than

for an invoiced amount, the Parties will use their best efforts to resolve the dispute promptly. Actions taken by a Party exercising its contractual rights will not be construed as a dispute for purposes of this Section. "Business Day" means any day on which banks are open for commercial business in New York, New York; any reference to "day(s)" means calendar days.

**7. Title and Risk of Loss:** Title to, possession of and risk of loss to the Commodity will pass to Buyer at the Delivery Point specified in the applicable Transaction Confirmation.

**8. Buyer's Usage Obligations:**

**A. Material Usage Deviation** If there is a Material Usage Deviation, Buyer will be responsible for the losses and costs, including the costs of obtaining and/or liquidating the applicable volume, based upon the difference between the applicable Contract Quantity and Actual Quantity. Buyer will pay the amount of such losses and costs to Seller within fifteen (15) Business Days of Seller's invoice. "Material Usage Deviation" means any deviation in Actual Quantity at the Service Location(s) stated in the related Transaction Confirmation from Contract Quantity (or, as applicable, estimated Contract Quantities) stated in that Transaction Confirmation of +/- 25% or more, which is not caused by weather.

**B. Balancing Charges:** For Transactions involving the purchase and sale of Gas only, Buyer will be responsible for Balancing Charges unless Prior Notice of a material variation in usage is provided to Seller and actual usage is consistent with that Prior Notice. "Balancing Charges" means Utility fees, costs or charges and penalties assessed for failure to satisfy the Utility's balancing and/or nomination requirements. "Prior Notice" is defined as forty-eight (48) hours before the start of the Gas Day for which the material variation in usage will apply. "Gas Day" means a period of 24 consecutive hours as defined by the Utility. Buyer will make any payment due pursuant to this Section within five (5) Business Days of the date of Seller's invoice.

**C. Curtailments:** For Transactions involving the purchase and Sale of Gas only, if Buyer is directed by its Utility to curtail its usage, in whole or in part, Buyer will curtail as directed. If Buyer fails to curtail as directed, Buyer will pay or reimburse Seller for all Balancing Charges assessed by the Utility. Payment by Buyer of any Balancing Charges will be due within five (5) Business Days of the date of Seller's invoice.

**9. Force Majeure:** A Party claiming Force Majeure will be excused from its obligations under Section 2 as long as it provides prompt notice of the Force Majeure and uses due diligence to remove its cause and resume performance as promptly as reasonably possible. During a Force Majeure, Buyer will not be excused from its responsibility for Balancing Charges nor from its responsibility to pay for Commodity received. "Force Majeure" means a material, unavoidable occurrence beyond a Party's control, and does not include inability to pay, an increase or decrease in Taxes or the cost of Commodity, the economic hardships of a Party, or the full or partial closure of Buyer's facilities, unless such closure itself is due to Force Majeure.

**10. Financial Responsibility:** Seller's entry into this Agreement and each Transaction is conditioned on Buyer, its parent, any guarantor or any successor maintaining its creditworthiness during the Delivery Period and any Renewal Term. When Seller has reasonable grounds for insecurity regarding Buyer's ability or willingness to perform all of its outstanding obligations under any agreement between the Parties, Seller may require Buyer to provide adequate assurance, which may include, in the Seller's discretion, security in the form of cash deposits, prepayments, letters of credit or other guaranty of payment or performance ("Credit Assurance").

**11. Default:** "Default" means: (i) failure of either Party to make payment by the applicable due date and the payment is not made within three (3) Business Days of a written demand; (ii) failure of Buyer to provide Credit Assurance within two (2) Business Days of Seller's demand; (iii) either Party, its parent or guarantor, becomes Bankrupt or fails to pay its debts generally as they become due; or (iv) failure of either Party to satisfy any representations and warranties applicable to it contained in Section 13A or 13B and the failure is not cured within fifteen (15) Business Days of a written demand, provided that no cure period or demand for cure applies to a breach of Section 13A(c). "Bankrupt" means an entity (a) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or commenced against it, (b) makes an assignment or any general arrangement for the benefit of creditors, (c) otherwise becomes bankrupt or insolvent, however evidenced, (d) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets, (e) has a secured party take possession of all or any substantial portion of its assets or (f) is dissolved or has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger).

**12. Remedies:** In the event of a Default, the non-defaulting Party may: (i) withhold any payments or suspend performance; (ii) upon written notice, provided that no notice is required with respect to Section 11(iii) or a breach of Section 13A(c), accelerate any or all amounts owing between the Parties and terminate any or all Transactions and/or this Agreement; (iii) calculate a settlement amount by calculating all amounts due to Seller for Actual Quantity and the Close-out Value for each Transaction being terminated; and/or (iv) net or aggregate, as appropriate, all settlement amounts and all other amounts owing between the Parties and their affiliates under this Agreement and other energy-related agreements between them and their affiliates, whether or not then due and whether or not subject to any contingencies, plus costs incurred, into one single amount ("Net Settlement Amount"). Any Net Settlement Amount due from the defaulting Party to the non-defaulting Party will be paid within three (3) Business Days of written notice from the

non-defaulting Party. Interest on any unpaid portion of the Net Settlement Amount will accrue daily at the Interest Rate. "Close-out Value" is the sum of (a) the amount due to the non-defaulting Party regarding the Contract Quantities (or, as applicable, estimated Contract Quantities) remaining to be delivered as stated in the applicable Transaction Confirmation(s) during the Delivery Period or, if applicable, the current Renewal Term, calculated by determining the difference between the Purchase Price and the Market Price for such quantities; and (b) without duplication, any net losses or costs incurred by the non-defaulting Party for terminating the Transaction(s), including costs of obtaining, maintaining and/or liquidating commercially reasonable hedges, Balancing Charges and/or transaction costs. "Market Price" means the price for similar quantities of Commodity at the Delivery Point during the Delivery Period or Renewal Term, as applicable. For purposes of determining Close-out Value, (i) Market Price will be determined by the non-defaulting Party in good faith as of a date and time as close as reasonably practical to the date and time of termination or liquidation of the applicable Transaction(s), and (ii) Market Price may be ascertained through reference to quotations provided by recognized energy brokers or dealers, market indices, bona-fide offers from third-parties, or by reference to commercially reasonable forward pricing valuations. The Parties agree that the Close-out Value constitutes a reasonable approximation of damages, and is not a penalty or punitive in any respect. Seller may, but need not, physically liquidate a Transaction or enter into a replacement transaction to determine Close-out Value or Net Settlement Amount. The defaulting Party is responsible for all costs and fees incurred for collection of Net Settlement Amount, including, reasonable attorney's fees and expert witness fees.

**13. Representations and Warranties:** Each of the following are deemed to be repeated each time a Transaction is entered into:

**A.** Each Party represents that: (a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and is qualified to conduct its business in those jurisdictions necessary to perform to this Agreement; (b) the execution of this Agreement is within its powers, has been duly authorized and does not violate any of the terms or conditions in its governing documents or any contract to which it is a party or any law applicable to it; and (c) it is not Bankrupt.

**B.** Buyer represents and warrants that: (a) it is not a residential customer; (b) it will immediately notify Seller of any change in its ownership; (c) execution of this Agreement initiates enrollment and service for the Delivery Period and any Renewal Term; (d) no communication, written or oral, received from the Seller will be deemed to be an assurance or guarantee as to any results expected from this Agreement; (e) if it is executing this Agreement in its capacity as an agent, such Party represents and warrants that it has the authority to bind the principal to all the provisions contained herein and agrees to provide documentation of such agency relationship, and (f) (i) it will provide, to Seller, information reasonably required to substantiate its usage requirements, including information regarding its business, locations, meter/account numbers, historical/projected usage, time of use, hours of operation, utility rate classes, agreements, schedules, which in substantial part form the basis for the calculation of charges for the transactions hereunder; (ii) acceptance of this Agreement constitutes an authorization for release of such usage information; (iii) it will assist Seller in taking all actions necessary to effectuate Transactions, including, if requested, executing an authorization form permitting Seller to obtain its usage information from third parties; and (iv) the usage information provided is true and accurate as of the date furnished and as of the effective date of the Agreement.

**C.** Each Party acknowledges that: (a) this Agreement is a forward contract and a master netting agreement as defined in the United States Bankruptcy Code ("Code"); (b) this Agreement shall not be construed as creating an association, trust, partnership, or joint venture in any way between the Parties, nor as creating any relationship between the Parties other than that of independent contractors for the sale and purchase of Commodity; (c) Seller is not a "utility" as defined in the Code; (d) Commodity supply will be provided by Seller under this Agreement, but delivery will be provided by the Buyer's Utility; and (e) Buyer's Utility, and not Seller, is responsible for responding to leaks or emergencies should they occur.

**14. Other:**

(a) This Agreement, and any dispute arising hereunder, is governed by the law of the state in which the Service Locations are located, without regard to any conflict of rules doctrine. (b) Each Party waives its right to a jury trial regarding any litigation arising from this Agreement. (c) No delay or failure by a Party to exercise any right or remedy to which it may become entitled under this Agreement will constitute a waiver of that right or remedy. (d) Seller warrants that (i) it has good title to Commodity delivered, (ii) it has the right to sell the Commodity, and (iii) the Commodity will be free from all royalties, liens, encumbrances, and claims. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, ARE DISCLAIMED. (e) Buyer will be responsible for and indemnify Seller against all losses, costs and expenses, including court costs and reasonable attorney's fees, arising out of claims for personal injury, including death, or property damage from the Commodity or other charges which attach after title passes to Buyer. Seller will be responsible for and indemnify Buyer against any losses, costs and expenses, including court costs and reasonable attorneys' fees, arising out of claims of title, personal injury, including death, or property damage from the Commodity or other charges which attach before title passes to Buyer. (f) NEITHER PARTY WILL BE LIABLE TO THE OTHER UNDER THE AGREEMENT FOR CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES, LOST PROFITS OR SPECIFIC PERFORMANCE, EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT. (g) All notices and waivers will be made in writing and may be delivered by hand delivery, first class mail (postage prepaid), overnight courier service or by facsimile and will be effective upon receipt; provided, however, that any termination notice may only be sent by hand or by overnight courier service, and, if sent to Seller, a copy delivered to:

Direct Energy Business, Attn: Customer Services Manager, 1001 Liberty Avenue, Pittsburgh, PA 15222, Pittsburgh, PA 15222; Phone: (888) 925-9115; Fax: (866) 421-0257; Email: CustomerRelations@directenergy.com. (h) If Buyer and Direct Energy Business Marketing, LLC entered into Commodity transactions prior to the execution of this Agreement ("Existing Transactions"), the Parties agree that these Existing Transactions shall be Transactions governed under the terms of this Agreement. This Agreement supersedes and replaces any other agreement that may have applied to the Existing Transactions. Note that this subsection (i) shall not apply to any Commodity transactions or agreements entered into between Buyer and Direct Energy Business, LLC (i) No amendment to this Agreement will be enforceable unless reduced to writing and executed by both Parties. (j) Seller may assign this Agreement without Buyer's consent. Buyer may not assign this Agreement without Seller's consent; which consent will not be unreasonably withheld. In addition, Seller may pledge, encumber, or assign this Agreement or the accounts, revenues, or proceeds of this Agreement in connection with any financing or other financial arrangements without Buyer's consent; in which case Seller shall not be discharged from its obligations to Buyer under this Agreement. (k) This Agreement may be executed in separate counterparts by the Parties, including by facsimile, each of which when executed and delivered shall be an original, but all of which shall constitute one and the same instrument. (l) Any capitalized terms not defined in this CMA are defined in the Transaction Confirmation or shall have the meaning set forth in the applicable Utility rules, tariffs or other governmental regulations, or if such term is not defined therein then it shall have the well-known and generally accepted technical or trade meanings customarily attributed to it in the natural gas or electricity generation industries, as applicable. (m) The headings used in this Agreement are for convenience of reference only and are not to affect the construction of or to be taken into consideration in interpreting this Agreement. (n) Any executed copy of this Agreement and other related documents may be digitally copied, photocopied, or stored on computer tapes and disks ("Imaged Agreement"). The Imaged Agreement will be admissible in any judicial, arbitration, mediation or administrative proceedings between the Parties in accordance with the applicable rules of evidence; provided that neither Party will object to the admissibility of the Imaged Agreement on the basis that such were not originated or maintained in documentary form. (o) Where multiple parties are Party to this Agreement with Seller and are represented by the same agent, it is agreed that this Agreement will constitute a separate agreement with each such Party, as if each such Party had executed a separate Agreement, and that no such Party shall have any liability under this document for the obligations of any other Parties. (p) This CMA may be terminated by either Party upon at least thirty (30) days' prior written notice; provided, however, that this CMA will remain in effect with respect to Transactions entered into prior to the effective date of the termination until both Parties have fulfilled all of their obligations with respect to the outstanding Transactions. (q) Buyer will not disclose the terms of this Agreement, without prior written consent of the Seller, to any third party, other than Buyer's employees, affiliates, agents, auditors and counsel who are bound by substantially similar confidentiality obligations, trading exchanges, governmental authorities, courts, adjudicatory proceedings, pricing indices, and credit ratings agencies; provided that if Buyer receives a demand for disclosure pursuant to court order or other proceeding, it will first notify Seller, to the extent practicable, before making the disclosure.

IN WITNESS WHEREOF, this CMA is entered into and effective as of the date written above.


**BUYER: City of Wilmington**

By:  
Print Name:  
Title:  
Date:

**SELLER: DIRECT ENERGY BUSINESS, LLC**

**Direct Energy Business Marketing, LLC**

By:  
Print Name:  
Title:  
Date:

Date: May 24, 2017	Product Code: PJM_FP_AI_100MAC_DE
	<b>DIRECT ENERGY BUSINESS, LLC</b> 1001 Liberty Avenue Pittsburgh, PA 15222 Phone: 1-888-925-9115 www.directenergy.com

#### CUSTOMER INFORMATION

<b>Customer Name:</b> City of Wilmington	<b>Billing Contact:</b>
<b>Contact Name:</b> Vincent Carroccia	<b>Billing Address:</b>
<b>Address:</b> 800 N French St FL 5, WILMINGTON, DE 19801-3590	
<b>Telephone:</b> (302) 576-2423	<b>Telephone:</b>
<b>Fax:</b>	<b>Fax:</b>
<b>Email:</b>	

#### ELECTRICITY TRANSACTION CONFIRMATION - DELAWARE FIXED AI 100% MAC

This Transaction Confirmation confirms the terms of the Electricity Transaction entered into between Direct Energy Business, LLC ("Seller"), and the customer above ("Buyer" or "Customer") pursuant to the terms of the Commodity Master Agreement between Customer and Seller and/or Seller's affiliate Direct Energy Business Marketing, LLC, d/b/a Direct Energy Business dated \_\_\_\_\_, as may be amended. If the referenced Commodity Master Agreement is between Customer and Direct Energy Business Marketing, LLC, d/b/a Direct Energy Business, Customer and Seller agree that this Transaction Confirmation shall be governed by and incorporate the terms of such Commodity Master Agreement. The Exhibit A for the Purchase Price described below is attached to, and is made a part of, this Transaction Confirmation.

The Purchase Price excludes Utility distribution charges and Taxes that are or may be the responsibility of Customer. Customer's execution and submission of this Transaction Confirmation, including Exhibit A hereto, to Seller shall constitute an offer from Customer to Seller to purchase the Commodity on the terms set forth in the Commodity Master Agreement. This Transaction Confirmation shall become effective only upon (i) execution by Customer of this Transaction Confirmation, including Exhibit A, and Commodity Master Agreement; and (ii) the earlier of execution of the Commodity Master Agreement and this Transaction Confirmation by Seller or written confirmation by Seller of its acceptance of the Transaction Confirmation to Customer.

<b>Delivery Period:</b>	For each Service Location, the first meter read date will be on or after: <u>July 01, 2017</u> and will continue for a term of <u>    </u> Months  Seller will request the Utility to enroll Customer on the first meter read date in the first month of the Delivery Period as defined by the Utility. The service start date hereunder will be the date that the Utility enrolls Customer for Seller's services. Seller shall not be liable for any lost savings or lost opportunity as a result of a delay in service commencement due to actions or inactions of the Utility.  Upon the expiration of the Delivery Period, this Transaction shall continue for successive one month terms (collectively the "Renewal Term") until either Party notifies the other Party in writing of its intention to terminate, at least 15 days prior to the end of the Delivery Period or 15 days prior to the end of each successive month Renewal Term. The termination date shall be the next effective drop date permitted by the Utility. All terms of the Agreement will remain in effect through the termination date as set by the applicable Utility. During the Renewal Term, the Purchase Price for each successive month Renewal Term will be the then market-based price for similar quantities of Commodity at the Delivery Point, including all Taxes, costs, charges or fees which are set forth herein, unless otherwise agreed to in writing by the Parties.
<b>Delivery Point:</b>	The Delivery Point shall be the point(s) where Commodity is delivered to the Utility. The Utility is specified on Exhibit A.
<b>Contract Quantity:</b>	Customer and Seller agree that the Contract Quantity purchased and received means a positive volume up to or greater than the estimated quantities listed on the Exhibit A, provided, that for purposes of determining whether a Material Usage Deviation has occurred and for purposes of calculating Contract Quantities remaining to be delivered under Section 12 of the Agreement, Contract Quantity shall be determined by reference to the historical monthly usage for such Service Locations.
<b>Tax Exemption Status:</b>	[ <u>    </u> ] Non-Exempt [ <u>    </u> ] Exempt If exempt, must attach certificate.
<b>Purchase Price:</b>	The Purchase Price per kWh to be paid by Buyer for the services provided hereunder during the Delivery Period of this Transaction Confirmation shall be that set forth on the Exhibit A. The Purchase Price includes applicable costs for Commodity; Ancillary Services; losses; Capacity (as mandated by the PJM OATT and Operating Agreement, or as modified by PJM or approved by FERC); any applicable network integration transmission service charges (NITS); costs to comply with Renewable Portfolio Standards ("RPS"); any Reliability Must Run ("RMR") charges, as applicable, and the Services Fee.  Beginning with sales as of June 1, 2012, Delmarva Power and Light Company ("Delmarva") will charge all of its distribution system customers for Renewable Energy Portfolio Standards ("RPS") compliance costs through a non-bypassable charge.

<b>Bill type:</b>	Dual
<b>Definitions:</b>	<p><b>"Ancillary Services"</b> means wholesale commodity services and products required to facilitate delivery of Commodity to the Utility.</p> <p><b>"Capacity"</b> means the Capacity obligations met through the provisions of the PJM Reliability Assurance Agreement (RAA).</p> <p><b>"Exhibit A"</b> refers to the list of Service Locations attached to this Transaction Confirmation, which list specifies the Service Locations covered under the scope of this Transaction Confirmation for PowerPortfolio, Day-Ahead and other index products. For fixed price products, it refers to the pricing attachment to this Transaction Confirmation that sets forth (together with this Transaction Confirmation) the Purchase Price applicable to, and the Service Locations covered by, this Transaction Confirmation.</p> <p><b>"PJM"</b> means the Pennsylvania New Jersey Maryland Interconnection, L.L.C.</p> <p><b>"Reliability Must Run" (RMR)</b> is a unit that must run for operational or reliability reasons, regardless of economic considerations. Also called reliability agreement.</p> <p><b>"Renewable Portfolio Standard (RPS)"</b> is a regulation that requires the increased production of energy from renewable energy sources.</p> <p><b>"Services Fee"</b> is the fee for the services provided by Seller to meet the Service Locations' load requirements, which is included in the Purchase Price to be paid by Buyer.</p> <p><b>"Small Commercial Customer"</b> is a retail electric customer taking service under Delmarva Power and Light Company tariff, currently on file with the commission, service classification "Small General Service-Non Demand Rate" or the Cooperative's tariff, currently on file with the Commission, Service Classification "General Service". However, any Small Commercial Customer who has joined with an affiliated non-Small Commercial Customer or a non-residential customer for the purpose of contracting for electric supply service is exempt for the definition of Small Commercial Customer.</p>
<b>Special Provisions:</b>	<p>1. <b>Change in Utility Account Numbers:</b> The account number for a Service Location shall be the Utility Account Number set forth in the Service Locations attached in the Exhibit A, or any replacement account number issued by the Utility from time to time.</p> <p>2. <b>Third Party Charges:</b> Customer acknowledges that any costs assessed by the Utility or any third party as a result of Customer's switch to or from Seller, including but not limited to switching costs, are not included in the Purchase Price and shall be the responsibility of the Customer.</p> <p>3. <b>Material Usage Deviation:</b> Section 8(A) of the Agreement is deleted in its entirety and replaced with the following: "If there is a Material Usage Deviation, Buyer will be responsible for the losses and costs, including the costs of obtaining and/or liquidating the applicable volume, based upon the difference between the applicable Contract Quantity and Actual Quantity. Buyer will pay the amount of such losses and costs to Seller within fifteen (15) Business Days of Seller's invoice. "Material Usage Deviation" means any deviation in Actual Quantity at the Service Location(s) stated in the related Transaction Confirmation from Contract Quantity (or, as applicable, estimated Contract Quantities) stated in that Transaction Confirmation of +/- 100% or more."</p> <p>4. <b>End User:</b> The following warranties shall be added to Section 13(B), Representations and Warranties of the Agreement: "(g) Buyer represents and warrants that it is the intended end-use customer for all Commodity purchased under this Agreement, has entered into this Agreement for non-speculative purposes, and will not resell any of the Commodity purchased under this Agreement. (h) Buyer additionally represents, warrants and covenants that (i) it is NOT a residential or Small Commercial Customer (as defined in the Delaware Administrative Code); and (ii) it has a peak monthly usage of at least 3500kWh."</p> <p>5. <b>Right to Rescind:</b> If Buyer is a Small Commercial Customer, Buyer has ten (10) calendar days following the date that the Utility sends the confirmation letter to cancel (rescind) this Agreement by calling Seller at 1-888-925-9115.</p> <p>6. <b>Utility and Delaware Public Service Commission Contact Information:</b> A) If Buyer has problems with its service or in the event of an emergency, such as power outage, it should contact the applicable Utility at: 1.) Delmarva Power and Light - Customer Care: 1-800-375-7117 Emergency Number: 1-800-898-8042 (New Castle County) or 1-800-898-8045 (Kent and Sussex Counties); 2.) Delaware Electric Co-Op - Customer Care: 1-800-282-8535 (New Castle County) or 302-349-9090 (Kent and Sussex Counties) Emergency Number: 1-800-282-8595 (New Castle County) or 302-349-9009 (Kent and Sussex Counties). B) If Buyer has any additional questions, it may call the Delaware Public Service Commission at 302-736-7500 or by mail at: Public Service Commission, 861 Cannon Building, Suite 100, Dover DE 19904.</p>

<b>BUYER: City of Wilmington</b> By: _____ Name: _____ Title: _____	<b>SELLER: Direct Energy Business, LLC</b> By: _____ Name: _____ Title: _____
--	--

Date:

Date:



This Amendment constitutes the changes to the Commodity Master Agreement ("CMA") among Direct Energy Business, LLC, Direct Energy Business Marketing, LLC d/b/a Direct Energy Business and **City of Wilmington** dated , 2017, attached hereto as Exhibit 1. Any inconsistency in the Agreement shall be resolved by giving precedence in the following order of priority: (1) the Transaction Confirmation (2) the Amendment to the CMA and (3) the CMA.

1. Section 4 is amended by deleting the second sentence and replacing it with the following:

"Payment is due within thirty (30) days of the date of invoice."

2. Section 14 (a) is hereby deleted and replaced with the following:

"This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware. All claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be resolved exclusively by a court of competent jurisdiction located in New Castle County, Delaware."

3. Section 14 (e) is amended by deleting the last sentence and replacing it with the following:

"Seller shall defend, indemnify, and hold harmless Buyer, its employees, agents, and officers, from and against any and all claims, damages, actions, liabilities and expenses, including reasonable attorney's fees, resulting from the negligent acts or omissions of the Seller, its employees, agents, subcontractors, consultants, or sub-consultants in performing the services required under this Agreement."

4. Section 14 (g) is amended by inserting the following sentence at the end of the provision:

"Notices sent to Buyer shall be addressed to: The City, Commissioner of Public Works, 800 N. French Street, 6<sup>th</sup> Floor, Wilmington, DE 19801; (302) 576-3069."

5. The following new sections are hereby added to the CMA:

**15. Insurance Coverage.** Seller shall provide insurance coverage for itself and all of its employees, if any, used in connection with this Agreement as follows: workers' compensation as required by law; comprehensive general liability coverage for personal injury, including death, and property damage in the minimum amount of Two Million Dollars (\$2,000,000.00). Such policies shall be issued by a financially sound carrier and/or carriers.

**16. Discrimination.** In the performance of this Agreement, the parties agree that they shall not discriminate or permit discrimination or harassment against any person because of age, sex, marital status, race, religion, color, national origin or sexual orientation.

**17. Records.** Seller shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by Buyer to assure proper accounting for all project funds. Such records shall be made available for audit purposes to Buyer or its authorized representatives upon request.

**18. Reports and Information.** Seller, at such time and in such form as Buyer may require, shall furnish Buyer such periodic reports as Buyer may request pertaining to the work or services undertaken pursuant to this Agreement.

**19. Business License.** Seller shall obtain and/or maintain an appropriate business license from the City of Wilmington Department of Finance. Currently the annual cost of a business license for an electric or gas utility is \$3,011 per year. This amount is subject to change.

**20. Findings Confidential.** All of the drawings, plans, designs, reports, analyses, specifications, information, examinations, proposals, illustrations, copy, and other documents ("the Documents") prepared, assembled or



drafted by the Seller under this Agreement are confidential, and the Seller agrees that the Documents shall not be made available to anyone, without the prior written approval of Buyer. Furthermore, the Documents, shall become the property of Buyer.

21. **Independent Contractor.** Seller (and its employees and agents) is an independent contractor and not an employee or agent of Buyer.

22. **Oral Modifications.** This Agreement may not be changed orally, but only by an agreement in writing and signed by both parties.

23. **Successors and Assigns.** This Agreement, and all the terms and provisions hereof, shall be binding upon and shall inure to the benefit of Buyer and the Seller, and their respective legal representatives, successors, and assigns.

This Amendment is governed under the laws as indicated in the CMA, constitutes the entire agreement and understanding of the Parties with respect to its subject matter and supersedes all prior oral and written communications with respect thereto. The remaining terms of the CMA are unchanged.

IN WITNESS WHEREOF, the Parties have executed this Amendment on the respective dates specified below with effect as of the latest date specified in the signatures below (the "Effective Date").

**Buyer: City of Wilmington**

**Seller: Direct Energy Business, LLC  
Direct Energy Business Marketing, LLC**

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

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

Exhibit 1

[CMA dated      ]

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This Transaction Confirmation Amendment constitutes the changes to the Transaction Confirmation dated \_\_\_\_\_, attached to this Amendment as Exhibit 1, executed between City of Wilmington and Direct Energy Business Marketing, LLC d/b/a Direct Energy Business under the Commodity Master Agreement ("CMA") entered into and effective \_\_\_\_\_. To the extent there is inconsistency in terms, the documents will govern as follows: (1) this Transaction Confirmation Amendment (2) the Transaction Confirmation (3) any Amendment to the CMA and (4) the CMA.

1. The Special Provisions section is amended by inserting the following:  
"For the Delivery Period under this Transaction Confirmation, Section 8.B of the CMA will not apply."

This Transaction Confirmation Amendment is governed under and construed in accordance with the governing law as indicated in the Agreement. This Amendment constitutes the entire agreement with respect to its subject matter and supersedes all prior oral and written communication with respect thereto. The remaining terms of the Transaction Confirmation are unchanged.

IN WITNESS WHEREOF the Parties have executed this Transaction Confirmation Amendment on the respective dates specified below with effect as of the latest date specified in the signatures below (the "Effective Date").

**Buyer: City of Wilmington**

**Seller: Direct Energy Business Marketing, LLC  
d/b/a Direct Energy Business**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Exhibit 1  
[Transaction Confirmation]

## EXHIBIT A PRICING ATTACHMENT

This Exhibit A is to the Transaction Confirmation dated May 11, 2017 between  
**DIRECT ENERGY BUSINESS LLC**  
 and  
**City of Wilmington**  
 for a term of     Months    

## PJM\_DA\_Index\_DE

Account Number	Service Location	Utility	Utility Rate Class	Zone	Capacity / Transmission Tags	*Estimated Meter Read Start Date (MM/DD/YYYY)	Annual Historical Usage (kWh)
0550095558187001099721	default ( 303 E 16TH ST - SL - 05500955581870 )	Delmarva	UGSPTOU	DELM	56.3 / 40.4	07/26/2017	602,104
0550099870117000213349	default ( Hay Rd. - SL - 05500998701170002133 )	Delmarva	UGSPTOUH	DELM	3666.8 / 1049.2	07/10/2017	21,155,371
0550014873747000864891	default ( Hoopes Reservoir - SL - 05500148737 )	Delmarva	UGSPTOU	DELM	10.4 / 9.1	07/17/2017	458,509
0550097843767000695492	101 E 16th St. ( 101 E 16th St. - SL - 0550097843767 )	Delmarva	UGSPTOU	DELM	6.7 / 7.4	07/26/2017	3,519,320
0550014586647000860250	1600 N Park Dr. ( 1600 N Park Dr. - SL - 055001458664 )	Delmarva	UGSPTOU	DELM	594.0 / 11.6	07/17/2017	2,929,723
0550105560867000464578	1401 Concord Pike ( 1401 Concord Pike - SL - 0550105560 )	Delmarva	UGSPTOU	DELM	164.1 / 417.0	07/19/2017	1,803,589
0550110265437000312875	1101 W 10th St. ( 1101 W 10th St. - SL - 055011026543 )	Delmarva	UGSPTOUMIN	DELM	170.0 / 201.7	07/12/2017	1,253,534
<b>Total Annual Usage:</b>							<b>31,722,150</b>

\*The Estimated Meter Read Start Date is merely an approximation based upon Seller's best estimation as to when the service will begin and may not reflect the actual start date. Seller shall not be liable for any lost savings or lost opportunity relating to this estimation.

Monthly Contract Quantity

kWh	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2017							1,437,644	1,738,270	2,420,345	2,873,618	2,999,736	3,409,987
2018	2,649,746	1,929,193	1,806,934	2,831,354	3,463,193	3,067,628	2,509,833	1,738,270	2,417,027	2,870,777	2,999,736	3,409,987

kWh	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2019	2,649,746	1,929,193	1,808,484	2,828,541	3,463,193	3,063,567	912,126					

\*Usage values in the above table represent the aggregated Usage for all Service Locations for a month



### Special Terms & Conditions

- Customer may terminate this Transaction Confirmation due to relocation outside of the current Utility service territory, without penalty, upon thirty (30) days' prior written notice to Seller.
- If Seller offers Buyer a check, prize or other incentive for signing up with Direct Energy, Buyer has ten (10) calendar days from the day Seller sends the confirmation letter to rescind his/her selection.

**This Exhibit is based on a Weighted Average Price. Any strikeouts of any of the accounts provided with a Weighted Average Price will render pricing for the accounts assigned with a Weighted Average Price null and void.**

Accepted and Agreed to:

By: \_\_\_\_\_ Date: \_\_\_\_\_





## Billing Contact Information and Selection Form

[illegible]

Billing Address update required for ERM Accounts

Yes ☐

No ☐

LDC Account to be used to identify account for Scanning



**This Commodity Master Agreement ("CMA") among Direct Energy Business, LLC, Direct Energy Business Marketing, LLC d/b/a Direct Energy Business, (collectively "Seller"), each a Delaware limited liability company, and City of Wilmington ("Buyer" or "Customer"), (each a "Party" and collectively, the "Parties") is entered into and effective as of May 11, 2017**

**1. Transactions:** The terms of this CMA apply to all end-use sales of electric power ("Electricity") and/or natural gas ("Gas") as applicable (each a "Commodity" and collectively, the "Commodities"), by the applicable Seller party to Buyer (each sale a "Transaction") which will be memorialized in a writing signed by both Parties (each a "Transaction Confirmation"). Each Transaction Confirmation shall set forth the Seller party providing service to Customer for such Transaction. If a conflict arises between the terms of this CMA and a Transaction Confirmation, the Transaction Confirmation will control with respect to that particular Transaction. This CMA, any amendments to this CMA and related Transaction Confirmation(s) (together, a single integrated, "Agreement") is the entire understanding between Parties with respect to the Commodities and supersedes all other communication and prior writings with respect thereto; no oral statements are effective.

**2. Performance:** The Parties' obligations under this Agreement are firm. Buyer is obligated to purchase and receive, and Seller is obligated to sell and provide, the Contract Quantity of Commodity specified in a Transaction Confirmation in accordance with the terms of this Agreement. Buyer will only use the Commodity at the listed Service Locations in the applicable Transaction Confirmation and will not resell the Commodity or use it at other locations without Seller's prior written consent.

**3. Purchase Price:** Buyer will pay the Purchase Price stated in each Transaction Confirmation. If the Purchase Price incorporates an index and the index is not announced or published on any day for any reason or if the Seller reasonably determines that a material change in the formula for or the method of determining the Purchase Price has occurred, then the Parties will use a commercially reasonable replacement price that is calculated by the Seller. If Seller concludes that a change in any Law(s) increases Seller's costs, the Purchase Price may be adjusted by Seller to reflect such costs. "Law(s)" mean all tariffs, laws, orders, rules, decisions, taxes, regulations, transmission rates, and Utility changes to Buyer's monthly capacity and/or transmission obligations.

**4. Billing and Payment:** Seller will invoice Buyer for the Actual Quantity of Commodity and for any other amounts incurred by Buyer under this Agreement. Payment is due within fifteen (15) days of the date of the invoice. If an invoice is issued and the Actual Quantity cannot be verified by the time, the invoice will be based on Seller's good faith estimate of the Actual Quantity. Seller will adjust Buyer's account following (i) confirmation of the Actual Quantity, (ii) any Utility discrepancy or adjustment or (iii) any other corrections or adjustments, including adjustments to, or re-calculation of, Taxes. Buyer will pay interest on late payments at 1.5% per month or, if lower, the maximum rate permitted by law ("Interest Rate"). Buyer is also responsible for all costs and fees, including reasonable attorney's fees, incurred in collecting payment. "Actual Quantity" means the actual quantity of Commodity that is either delivered or metered, as applicable, to Buyer's account. "Utility" means a state regulated entity engaged in the distribution of Gas or Electricity.

**5. Taxes:** Buyer is responsible for paying any Taxes associated with the Actual Quantity of Commodity sold under this Agreement that may become due at and after the Delivery Point. The Purchase Price does not include Taxes that are or may be the responsibility of the Buyer, unless such inclusion is required by Law. Buyer will reimburse Seller for any Taxes that Seller is required to collect and pay on Buyer's behalf and will indemnify, defend and hold Seller harmless from any liability against all Buyer's Taxes. Buyer will furnish Seller with any necessary documentation showing its exemption from Taxes, if applicable, and Buyer will be liable for any Taxes assessed against Seller because of Buyer's failure to timely provide or properly complete any such documentation. "Taxes" means all applicable federal, state and local taxes, including any associated penalties and interest and any new taxes imposed in the future during the term of this Agreement. Liabilities imposed in this Section will survive the termination of this Agreement.

**6. Disputes:** If either Party in good faith disputes amounts owed under Sections 3, 4, 5 and 8, the disputing Party will contact the non-disputing Party promptly and pay the undisputed amount by the payment due date. The Parties will negotiate in good faith regarding such dispute for a period of not more than fifteen (15) Business Days. In the event the Parties are unable to resolve such dispute, the disputing Party will pay the balance of the original invoice and either Party may exercise any remedy available to it in law or equity pursuant to this Agreement. In the event of a dispute other than

for an invoiced amount, the Parties will use their best efforts to resolve the dispute promptly. Actions taken by a Party exercising its contractual rights will not be construed as a dispute for purposes of this Section. "Business Day" means any day on which banks are open for commercial business in New York, New York; any reference to "day(s)" means calendar days.

**7. Title and Risk of Loss:** Title to, possession of and risk of loss to the Commodity will pass to Buyer at the Delivery Point specified in the applicable Transaction Confirmation.

**8. Buyer's Usage Obligations:**

**A. Material Usage Deviation** If there is a Material Usage Deviation, Buyer will be responsible for the losses and costs, including the costs of obtaining and/or liquidating the applicable volume, based upon the difference between the applicable Contract Quantity and Actual Quantity. Buyer will pay the amount of such losses and costs to Seller within fifteen (15) Business Days of Seller's invoice. "Material Usage Deviation" means any deviation in Actual Quantity at the Service Location(s) stated in the related Transaction Confirmation from Contract Quantity (or, as applicable, estimated Contract Quantities) stated in that Transaction Confirmation of +/- 25% or more, which is not caused by weather.

**B. Balancing Charges:** For Transactions involving the purchase and sale of Gas only, Buyer will be responsible for Balancing Charges unless Prior Notice of a material variation in usage is provided to Seller and actual usage is consistent with that Prior Notice. "Balancing Charges" means Utility fees, costs or charges and penalties assessed for failure to satisfy the Utility's balancing and/or nomination requirements. "Prior Notice" is defined as forty-eight (48) hours before the start of the Gas Day for which the material variation in usage will apply. "Gas Day" means a period of 24 consecutive hours as defined by the Utility. Buyer will make any payment due pursuant to this Section within five (5) Business Days of the date of Seller's invoice.

**C. Curtailments:** For Transactions involving the purchase and Sale of Gas only, if Buyer is directed by its Utility to curtail its usage, in whole or in part, Buyer will curtail as directed. If Buyer fails to curtail as directed, Buyer will pay or reimburse Seller for all Balancing Charges assessed by the Utility. Payment by Buyer of any Balancing Charges will be due within five (5) Business Days of the date of Seller's invoice.

**9. Force Majeure:** A Party claiming Force Majeure will be excused from its obligations under Section 2 as long as it provides prompt notice of the Force Majeure and uses due diligence to remove its cause and resume performance as promptly as reasonably possible. During a Force Majeure, Buyer will not be excused from its responsibility for Balancing Charges nor from its responsibility to pay for Commodity received. "Force Majeure" means a material, unavoidable occurrence beyond a Party's control, and does not include inability to pay, an increase or decrease in Taxes or the cost of Commodity, the economic hardships of a Party, or the full or partial closure of Buyer's facilities, unless such closure itself is due to Force Majeure.

**10. Financial Responsibility:** Seller's entry into this Agreement and each Transaction is conditioned on Buyer, its parent, any guarantor or any successor maintaining its creditworthiness during the Delivery Period and any Renewal Term. When Seller has reasonable grounds for insecurity regarding Buyer's ability or willingness to perform all of its outstanding obligations under any agreement between the Parties, Seller may require Buyer to provide adequate assurance, which may include, in the Seller's discretion, security in the form of cash deposits, prepayments, letters of credit or other guaranty of payment or performance ("Credit Assurance").

**11. Default:** "Default" means: (i) failure of either Party to make payment by the applicable due date and the payment is not made within three (3) Business Days of a written demand; (ii) failure of Buyer to provide Credit Assurance within two (2) Business Days of Seller's demand; (iii) either Party, its parent or guarantor, becomes Bankrupt or fails to pay its debts generally as they become due; or (iv) failure of either Party to satisfy any representations and warranties applicable to it contained in Section 13A or 13B and the failure is not cured within fifteen (15) Business Days of a written demand, provided that no cure period or demand for cure applies to a breach of Section 13A(c). "Bankrupt" means an entity (a) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or commenced against it, (b) makes an assignment or any general arrangement for the benefit of creditors, (c) otherwise becomes bankrupt or insolvent, however evidenced, (d) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets, (e) has a secured party take possession of all or any substantial portion of its assets or (f) is dissolved or has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger).

**12. Remedies:** In the event of a Default, the non-defaulting Party may: (i) withhold any payments or suspend performance; (ii) upon written notice, provided that no notice is required with respect to Section 11(iii) or a breach of Section 13A(c), accelerate any or all amounts owing between the Parties and terminate any or all Transactions and/or this Agreement; (iii) calculate a settlement amount by calculating all amounts due to Seller for Actual Quantity and the Close-out Value for each Transaction being terminated; and/or (iv) net or aggregate, as appropriate, all settlement amounts and all other amounts owing between the Parties and their affiliates under this Agreement and other energy-related agreements between them and their affiliates, whether or not then due and whether or not subject to any contingencies, plus costs incurred, into one single amount ("Net Settlement Amount"). Any Net Settlement Amount due from the defaulting Party to the non-defaulting Party will be paid within three (3) Business Days of written notice from the

non-defaulting Party. Interest on any unpaid portion of the Net Settlement Amount will accrue daily at the Interest Rate. "Close-out Value" is the sum of (a) the amount due to the non-defaulting Party regarding the Contract Quantities (or, as applicable, estimated Contract Quantities) remaining to be delivered as stated in the applicable Transaction Confirmation(s) during the Delivery Period or, if applicable, the current Renewal Term, calculated by determining the difference between the Purchase Price and the Market Price for such quantities; and (b) without duplication, any net losses or costs incurred by the non-defaulting Party for terminating the Transaction(s), including costs of obtaining, maintaining and/or liquidating commercially reasonable hedges, Balancing Charges and/or transaction costs. "Market Price" means the price for similar quantities of Commodity at the Delivery Point during the Delivery Period or Renewal Term, as applicable. For purposes of determining Close-out Value, (i) Market Price will be determined by the non-defaulting Party in good faith as of a date and time as close as reasonably practical to the date and time of termination or liquidation of the applicable Transaction(s), and (ii) Market Price may be ascertained through reference to quotations provided by recognized energy brokers or dealers, market indices, bona-fide offers from third-parties, or by reference to commercially reasonable forward pricing valuations. The Parties agree that the Close-out Value constitutes a reasonable approximation of damages, and is not a penalty or punitive in any respect. Seller may, but need not, physically liquidate a Transaction or enter into a replacement transaction to determine Close-out Value or Net Settlement Amount. The defaulting Party is responsible for all costs and fees incurred for collection of Net Settlement Amount, including, reasonable attorney's fees and expert witness fees.

**13. Representations and Warranties:** Each of the following are deemed to be repeated each time a Transaction is entered into:

**A.** Each Party represents that: (a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and is qualified to conduct its business in those jurisdictions necessary to perform to this Agreement; (b) the execution of this Agreement is within its powers, has been duly authorized and does not violate any of the terms or conditions in its governing documents or any contract to which it is a party or any law applicable to it; and (c) it is not Bankrupt.

**B.** Buyer represents and warrants that: (a) it is not a residential customer; (b) it will immediately notify Seller of any change in its ownership; (c) execution of this Agreement initiates enrollment and service for the Delivery Period and any Renewal Term; (d) no communication, written or oral, received from the Seller will be deemed to be an assurance or guarantee as to any results expected from this Agreement; (e) if it is executing this Agreement in its capacity as an agent, such Party represents and warrants that it has the authority to bind the principal to all the provisions contained herein and agrees to provide documentation of such agency relationship, and (f) (i) it will provide, to Seller, information reasonably required to substantiate its usage requirements, including information regarding its business, locations, meter/account numbers, historical/projected usage, time of use, hours of operation, utility rate classes, agreements, schedules, which in substantial part form the basis for the calculation of charges for the transactions hereunder; (ii) acceptance of this Agreement constitutes an authorization for release of such usage information; (iii) it will assist Seller in taking all actions necessary to effectuate Transactions, including, if requested, executing an authorization form permitting Seller to obtain its usage information from third parties; and (iv) the usage information provided is true and accurate as of the date furnished and as of the effective date of the Agreement.

**C.** Each Party acknowledges that: (a) this Agreement is a forward contract and a master netting agreement as defined in the United States Bankruptcy Code ("Code"); (b) this Agreement shall not be construed as creating an association, trust, partnership, or joint venture in any way between the Parties, nor as creating any relationship between the Parties other than that of independent contractors for the sale and purchase of Commodity; (c) Seller is not a "utility" as defined in the Code; (d) Commodity supply will be provided by Seller under this Agreement, but delivery will be provided by the Buyer's Utility; and (e) Buyer's Utility, and not Seller, is responsible for responding to leaks or emergencies should they occur.

**14. Other:**

(a) This Agreement, and any dispute arising hereunder, is governed by the law of the state in which the Service Locations are located, without regard to any conflict of rules doctrine. (b) Each Party waives its right to a jury trial regarding any litigation arising from this Agreement. (c) No delay or failure by a Party to exercise any right or remedy to which it may become entitled under this Agreement will constitute a waiver of that right or remedy. (d) Seller warrants that (i) it has good title to Commodity delivered, (ii) it has the right to sell the Commodity, and (iii) the Commodity will be free from all royalties, liens, encumbrances, and claims. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, ARE DISCLAIMED. (e) Buyer will be responsible for and indemnify Seller against all losses, costs and expenses, including court costs and reasonable attorney's fees, arising out of claims for personal injury, including death, or property damage from the Commodity or other charges which attach after title passes to Buyer. Seller will be responsible for and indemnify Buyer against any losses, costs and expenses, including court costs and reasonable attorneys' fees, arising out of claims of title, personal injury, including death, or property damage from the Commodity or other charges which attach before title passes to Buyer. (f) NEITHER PARTY WILL BE LIABLE TO THE OTHER UNDER THE AGREEMENT FOR CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES, LOST PROFITS OR SPECIFIC PERFORMANCE, EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT. (g) All notices and waivers will be made in writing and may be delivered by hand delivery, first class mail (postage prepaid), overnight courier service or by facsimile and will be effective upon receipt; provided, however, that any termination notice may only be sent by hand or by overnight courier service, and, if sent to Seller, a copy delivered to:

Direct Energy Business, Attn: Customer Services Manager, 1001 Liberty Avenue, Pittsburgh, PA 15222, Pittsburgh, PA 15222; Phone: (888) 925-9115; Fax: (866) 421-0257; Email: CustomerRelations@directenergy.com. (h) If Buyer and Direct Energy Business Marketing, LLC entered into Commodity transactions prior to the execution of this Agreement ("Existing Transactions"), the Parties agree that these Existing Transactions shall be Transactions governed under the terms of this Agreement. This Agreement supersedes and replaces any other agreement that may have applied to the Existing Transactions. Note that this subsection (i) shall not apply to any Commodity transactions or agreements entered into between Buyer and Direct Energy Business, LLC (i) No amendment to this Agreement will be enforceable unless reduced to writing and executed by both Parties. (j) Seller may assign this Agreement without Buyer's consent. Buyer may not assign this Agreement without Seller's consent; which consent will not be unreasonably withheld. In addition, Seller may pledge, encumber, or assign this Agreement or the accounts, revenues, or proceeds of this Agreement in connection with any financing or other financial arrangements without Buyer's consent; in which case Seller shall not be discharged from its obligations to Buyer under this Agreement. (k) This Agreement may be executed in separate counterparts by the Parties, including by facsimile, each of which when executed and delivered shall be an original, but all of which shall constitute one and the same instrument. (l) Any capitalized terms not defined in this CMA are defined in the Transaction Confirmation or shall have the meaning set forth in the applicable Utility rules, tariffs or other governmental regulations, or if such term is not defined therein then it shall have the well-known and generally accepted technical or trade meanings customarily attributed to it in the natural gas or electricity generation industries, as applicable. (m) The headings used in this Agreement are for convenience of reference only and are not to affect the construction of or to be taken into consideration in interpreting this Agreement. (n) Any executed copy of this Agreement and other related documents may be digitally copied, photocopied, or stored on computer tapes and disks ("Imaged Agreement"). The Imaged Agreement will be admissible in any judicial, arbitration, mediation or administrative proceedings between the Parties in accordance with the applicable rules of evidence; provided that neither Party will object to the admissibility of the Imaged Agreement on the basis that such were not originated or maintained in documentary form. (o) Where multiple parties are Party to this Agreement with Seller and are represented by the same agent, it is agreed that this Agreement will constitute a separate agreement with each such Party, as if each such Party had executed a separate Agreement, and that no such Party shall have any liability under this document for the obligations of any other Parties. (p) This CMA may be terminated by either Party upon at least thirty (30) days' prior written notice; provided, however, that this CMA will remain in effect with respect to Transactions entered into prior to the effective date of the termination until both Parties have fulfilled all of their obligations with respect to the outstanding Transactions. (q) Buyer will not disclose the terms of this Agreement, without prior written consent of the Seller, to any third party, other than Buyer's employees, affiliates, agents, auditors and counsel who are bound by substantially similar confidentiality obligations, trading exchanges, governmental authorities, courts, adjudicatory proceedings, pricing indices, and credit ratings agencies; provided that if Buyer receives a demand for disclosure pursuant to court order or other proceeding, it will first notify Seller, to the extent practicable, before making the disclosure.

IN WITNESS WHEREOF, this CMA is entered into and effective as of the date written above.


**BUYER: City of Wilmington**

By:  
Print Name:  
Title:  
Date:

**SELLER: DIRECT ENERGY BUSINESS, LLC**

**Direct Energy Business Marketing, LLC**

By:  
Print Name:  
Title:  
Date:

Date: May 11, 2017	Product Code: PJM_DA_Index_DE
	<b>DIRECT ENERGY BUSINESS, LLC</b> 1001 Liberty Avenue Pittsburgh, PA 15222 Phone: 1-888-925-9115 www.directenergy.com

#### CUSTOMER INFORMATION

<b>Customer Name:</b> City of Wilmington	<b>Billing Contact:</b>
<b>Contact Name:</b> Vincent Carroccia	<b>Billing Address:</b>
<b>Address:</b> 800 N French St FL 5, WILMINGTON, DE 19801-3590	
<b>Telephone:</b> (302) 576-2423	<b>Telephone:</b>
<b>Fax:</b>	<b>Fax:</b>
<b>Email:</b>	

#### ELECTRICITY TRANSACTION CONFIRMATION - DELAWARE DAY-AHEAD FIXED ADDER EXCLUDING TRANSMISSION CAPACITY AND RMR

This Transaction Confirmation confirms the terms of the Electricity Transaction entered into between Direct Energy Business, LLC ("Seller"), and the customer above ("Buyer" or "Customer") pursuant to the terms of the Commodity Master Agreement between Customer and Seller and/or Seller's affiliate Direct Energy Business Marketing, LLC, d/b/a Direct Energy Business dated \_\_\_\_\_, as may be amended. If the referenced Commodity Master Agreement is between Customer and Direct Energy Business Marketing, LLC, d/b/a Direct Energy Business, Customer and Seller agree that this Transaction Confirmation shall be governed by and incorporate the terms of such Commodity Master Agreement. The Exhibit A for the Purchase Price described below is attached to, and is made a part of, this Transaction Confirmation.

The Purchase Price excludes Utility distribution charges and Taxes that are or may be the responsibility of Customer. Customer's execution and submission of this Transaction Confirmation, including Exhibit A hereto, to Seller shall constitute an offer from Customer to Seller to purchase the Commodity on the terms set forth in the Commodity Master Agreement. This Transaction Confirmation shall become effective only upon (i) execution by Customer of this Transaction Confirmation, including Exhibit A, and Commodity Master Agreement; and (ii) the earlier of execution of the Commodity Master Agreement and this Transaction Confirmation by Seller or written confirmation by Seller of its acceptance of the Transaction Confirmation to Customer.

<b>Delivery Period:</b>	<p>For each Service Location, the first meter read date will be on or after: <u>July 01, 2017</u> and will continue for a term of <u>  </u> Months</p> <p>Seller will request the Utility to enroll Customer on the first meter read date in the first month of the Delivery Period as defined by the Utility. The service start date hereunder will be the date that the Utility enrolls Customer for Seller's services. Seller shall not be liable for any lost savings or lost opportunity as a result of a delay in service commencement due to actions or inactions of the Utility.</p> <p>Upon the expiration of the Delivery Period, this Transaction shall continue for successive one month terms (collectively the "Renewal Term") until either Party notifies the other Party in writing of its intention to terminate, at least 15 days prior to the end of the Delivery Period or 15 days prior to the end of each successive month Renewal Term. The termination date shall be the next effective drop date permitted by the Utility. All terms of the Agreement will remain in effect through the termination date as set by the applicable Utility. During the Renewal Term, the Purchase Price for each successive month Renewal Term will be the then market-based price for similar quantities of Commodity at the Delivery Point, including all Taxes, costs, charges or fees which are set forth herein, unless otherwise agreed to in writing by the Parties.</p>
<b>Delivery Point:</b>	The Delivery Point shall be the point(s) where Commodity is delivered to the Utility. The Utility is specified on Exhibit A.
<b>Contract Quantity:</b>	<p>Customer and Seller agree that the Contract Quantity purchased and received means a positive volume up to or greater than the estimated quantities listed on Exhibit A.</p> <p>Section 8(A) of the Agreement regarding Material Usage Deviation shall not apply to this Transaction Confirmation.</p>
<b>Tax Exemption Status:</b>	<p>[ <input type="checkbox"/> ] Non-Exempt [ <input type="checkbox"/> ] Exempt</p> <p>If exempt, must attach certificate.</p>
<b>Purchase Price:</b>	<p>The total Purchase Price to be paid by Buyer for service provided under this Transaction Confirmation, shall, include, but not be limited to, the applicable costs and fees for the following components:</p> <ol style="list-style-type: none"> <li>Commodity (as priced according to the Day-Ahead LMP Purchase Service Options);</li> <li>Fixed Adder, which shall be the price per kWh paid by Buyer for the Fixed Adder during the Delivery Period of the Transaction Confirmation to meet Buyer's full requirements. The Fixed Adder includes applicable costs for Ancillary Services; PJM related administration charges; losses; applicable Renewable Portfolio Standard (RPS) charges; and the Services Fee; and</li> <li>Pass-through Charges, which are stated as a separate line item(s) on the invoice, and shall be passed through without mark up to Buyer and paid by Buyer, include charges for applicable network integration transmission service charges (NITS); any Reliability Must Run (RMR) charges, as applicable; and all costs associated with Seller's obligations to provide</li> </ol>

	<p>Capacity (as mandated by the PJM OATT and Operating Agreement, or as modified by PJM or and approved by FERC).</p> <p>Any and all costs and fees associated with PJM Balancing Congestion (pursuant to FERC Dockets EL16-6 and ER16-121) are not included in the Purchase Price. Said costs and fees shall be invoiced by Seller to Buyer in addition to the Purchase Price and shall be due and owing by Buyer in accordance with Section 4 of the CMA.</p>
Bill type:	Dual
Definitions:	<p><b>"Ancillary Services"</b> means wholesale commodity services and products required to facilitate delivery of Commodity to the Utility.</p> <p><b>"Capacity"</b> means the Capacity obligations met through the provisions of the PJM Reliability Assurance Agreement (RAA).</p> <p><b>"Day-Ahead LMP Purchase"</b> means the purchase of a certain quantity of Commodity (per MWh(s)) on the day preceding the day in which the Energy (which includes the Commodity component) is to be delivered to the Delivery Point.</p> <p><b>"Exhibit A"</b> refers to the list of Service Locations attached to this Transaction Confirmation, which list specifies the Service Locations covered under the scope of this Transaction Confirmation for PowerPortfolio, Day-Ahead and other index products. For fixed price products, it refers to the pricing attachment to this Transaction Confirmation that sets forth (together with this Transaction Confirmation) the Purchase Price applicable to, and the Service Locations covered by, this Transaction Confirmation.</p> <p><b>"Locational Marginal Price" (LMP)</b> means the hourly integrated market clearing marginal price for Commodity at the location the Commodity is delivered or received as defined by the PJM RTO.</p> <p><b>"Off-Peak"</b> means Monday through Sunday hours ending ("HE") 0100 through HE 0700 and HE 2400 and Saturday through Sunday HE 0800 through HE 2300. Off Peak also includes NERC Holidays HE 0100 through HE 2400. HE shall be at Eastern prevailing time.</p> <p><b>"On-Peak"</b> means Monday through Friday HE 0800 through HE 2300, excluding NERC Holidays. HE shall be at Eastern prevailing time.</p> <p><b>"PJM"</b> means the Pennsylvania New Jersey Maryland Interconnection, L.L.C.</p> <p><b>"Reliability Must Run" (RMR)</b> is a unit that must run for operational or reliability reasons, regardless of economic considerations. Also called reliability agreement.</p> <p><b>"Renewable Portfolio Standard (RPS)"</b> is a regulation that requires the increased production of energy from renewable energy sources.</p> <p><b>"Services Fee"</b> is the fee for the services provided by Seller to meet the Service Locations' load requirements, which is included in the Purchase Price to be paid by Buyer.</p> <p><b>"Small Commercial Customer"</b> is a retail electric customer taking service under Delmarva Power and Light Company tariff, currently on file with the commission, service classification "Small General Service-Non Demand Rate" or the Cooperative's tariff, currently on file with the Commission, Service Classification "General Service". However, any Small Commercial Customer who has joined with an affiliated non-Small Commercial Customer or a non-residential customer for the purpose of contracting for electric supply service is exempt for the definition of Small Commercial Customer.</p>
Special Provisions:	<p><b>1. Block and Index Service Options:</b> Buyer at its option, shall select from the following options to meet its Commodity requirements for its Facilities, pursuant to the terms of this Agreement: (a) Forward Block Purchase(s) at the applicable Load Zone(s), or at the applicable Hub(s) and/or (b) the Day-Ahead LMP Index. Buyer acknowledges that under any selection, Buyer may not purchase a quantity of Commodity that is greater than Buyer's forecasted usage, as agreed to by Buyer and Seller.</p> <p><b>a. Forward Block Purchase:</b> Prior to or during the Delivery Period, Buyer may purchase any amount of the Commodity component of its Electricity requirements from Seller, provided such purchase is no less than 250kW and is for a minimum term of one (1) calendar month, as a Forward Block Purchase utilizing the Forward Block Purchase Order Form (Exhibit B) attached hereto. Each Forward Block Purchase Order shall specify the Forward Block Purchase delivery point (applicable Hub or Load Zone) and the quantity and hours of such purchase, as mutually agreed to by Buyer and Seller. Buyer shall make a Forward Block Purchase at least five (5) business days prior to Buyer's desired start date for such purchase. If Buyer does not consume the entire quantity of Electricity purchased under a Forward Block Purchase, Seller will nonetheless invoice Buyer for the entire quantity of such Forward Block Purchase and Buyer will be obligated to pay Seller for the entire quantity of such purchase. However, Buyer shall receive a credit for the dollar amount equal to the quantity of unconsumed Electricity times the Day-Ahead LMP Index.</p> <p><b>b. Day Ahead LMP Index:</b> The Commodity component of Buyer's hourly Electricity requirements not covered under a Forward Block Purchase will be met with Commodity from the Day Ahead LMP ("Default Option"), plus the Fixed Adder as defined above. Day-Ahead LMP Index is the hourly integrated market clearing marginal price for Commodity for the next operating day based on submitted demand bids and generation offers at the Service Location the Commodity is delivered or received. BY EXECUTION OF THIS AGREEMENT, BUYER ACKNOWLEDGES THAT DAY AHEAD LMP IS A CONSTANTLY FLUCTUATING MARKET PRICE AND THUS WILL VARY. BUYER ASSUMES ALL RISKS OF PRICE MOVEMENTS AND AGREES TO PAY FOR THE SERVICES PROVIDED IN ACCORDANCE WITH THIS AGREEMENT.</p> <p><b>2. Change in Utility Account Numbers:</b> The account number for a Service Location shall be the Utility Account Number</p>



set forth in the Service Locations attached in the Exhibit A, or any replacement account number issued by the Utility from time to time.

**3. Third Party Charges:** Customer acknowledges that any costs assessed by the Utility or any third party as a result of Customer's switch to or from Seller, including but not limited to switching costs, are not included in the Purchase Price and shall be the responsibility of the Customer.

**4. End User:** The following warranty shall be added to Section 13(B), Representations and Warranties of the Agreement:

"(g) Buyer additionally represents, warrants and covenants that (i) it is NOT a residential or Small Commercial Customer (as defined in the Delaware Administrative Code); and (ii) it has a peak monthly usage of at least 3500kWh."

**5. Right to Rescind:** If Buyer is a Small Commercial Customer, Buyer has ten (10) calendar days following the date that the Utility sends the confirmation letter to cancel (rescind) this Agreement by calling Seller at 1-888-925-9115.

**6. Utility and Delaware Public Service Commission Contact Information:**

A) If Buyer has problems with its service or in the event of an emergency, such as power outage, it should contact the applicable Utility at:

1.) Delmarva Power and Light - Customer Care: 1-800-375-7117 Emergency Number: 1-800-898-8042 (New Castle County) or 1-800-898-8045 (Kent and Sussex Counties);

2.) Delaware Electric Co-Op - Customer Care: 1-800-282-8535 (New Castle County) or 302-349-9090 (Kent and Sussex Counties) Emergency Number: 1-800-282-8595 (New Castle County) or 302-349-9009 (Kent and Sussex Counties).

B) If Buyer has any additional questions, it may call the Delaware Public Service Commission at 302-736-7500 or by mail at: Public Service Commission, 861 Cannon Building, Suite 100, Dover DE 19904.

**7. Billing and Payment:** The following is hereby added to Section 4, Billing and Payment, of the CMA:

"Seller and Buyer agree upon the following condition regarding its non-interval monthly meter accounts, if any: Seller will deaggregate the Buyer's usage, based on Utility and ISO settlement protocols, and Buyer agrees to accept the results of this deaggregation as its hourly billing determinants. Where Buyer has interval meters, Seller will use the interval meter hourly usage for billing only to the extent that the hourly usage is used by the applicable Utility and ISO for settlement purposes with Seller. In the event of an interval meter where the Utility and ISO do not use the hourly usage for settlements, Seller will deaggregate Buyer's usage, based on Utility and ISO settlement protocols, and Buyer agrees to accept the results of this deaggregation as its hourly billing determinants."

<b>BUYER: City of Wilmington</b> By: _____ Name: _____ Title: _____ Date: _____	<b>SELLER: Direct Energy Business, LLC</b> By: _____ Name: _____ Title: _____ Date: _____
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This Amendment constitutes the changes to the Commodity Master Agreement ("CMA") among Direct Energy Business, LLC, Direct Energy Business Marketing, LLC d/b/a Direct Energy Business and **City of Wilmington** dated , 2017, attached hereto as Exhibit 1. Any inconsistency in the Agreement shall be resolved by giving precedence in the following order of priority: (1) the Transaction Confirmation (2) the Amendment to the CMA and (3) the CMA.

1. Section 4 is amended by deleting the second sentence and replacing it with the following:

"Payment is due within thirty (30) days of the date of invoice."

2. Section 14 (a) is hereby deleted and replaced with the following:

"This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware. All claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be resolved exclusively by a court of competent jurisdiction located in New Castle County, Delaware."

3. Section 14 (e) is amended by deleting the last sentence and replacing it with the following:

"Seller shall defend, indemnify, and hold harmless Buyer, its employees, agents, and officers, from and against any and all claims, damages, actions, liabilities and expenses, including reasonable attorney's fees, resulting from the negligent acts or omissions of the Seller, its employees, agents, subcontractors, consultants, or sub-consultants in performing the services required under this Agreement."

4. Section 14 (g) is amended by inserting the following sentence at the end of the provision:

"Notices sent to Buyer shall be addressed to: The City, Commissioner of Public Works, 800 N. French Street, 6<sup>th</sup> Floor, Wilmington, DE 19801; (302) 576-3069."

5. The following new sections are hereby added to the CMA:

**15. Insurance Coverage.** Seller shall provide insurance coverage for itself and all of its employees, if any, used in connection with this Agreement as follows: workers' compensation as required by law; comprehensive general liability coverage for personal injury, including death, and property damage in the minimum amount of Two Million Dollars (\$2,000,000.00). Such policies shall be issued by a financially sound carrier and/or carriers.

**16. Discrimination.** In the performance of this Agreement, the parties agree that they shall not discriminate or permit discrimination or harassment against any person because of age, sex, marital status, race, religion, color, national origin or sexual orientation.

**17. Records.** Seller shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by Buyer to assure proper accounting for all project funds. Such records shall be made available for audit purposes to Buyer or its authorized representatives upon request.

**18. Reports and Information.** Seller, at such time and in such form as Buyer may require, shall furnish Buyer such periodic reports as Buyer may request pertaining to the work or services undertaken pursuant to this Agreement.

**19. Business License.** Seller shall obtain and/or maintain an appropriate business license from the City of Wilmington Department of Finance. Currently the annual cost of a business license for an electric or gas utility is \$3,011 per year. This amount is subject to change.

**20. Findings Confidential.** All of the drawings, plans, designs, reports, analyses, specifications, information, examinations, proposals, illustrations, copy, and other documents ("the Documents") prepared, assembled or

drafted by the Seller under this Agreement are confidential, and the Seller agrees that the Documents shall not be made available to anyone, without the prior written approval of Buyer. Furthermore, the Documents, shall become the property of Buyer.

21. **Independent Contractor.** Seller (and its employees and agents) is an independent contractor and not an employee or agent of Buyer.

22. **Oral Modifications.** This Agreement may not be changed orally, but only by an agreement in writing and signed by both parties.

23. **Successors and Assigns.** This Agreement, and all the terms and provisions hereof, shall be binding upon and shall inure to the benefit of Buyer and the Seller, and their respective legal representatives, successors, and assigns.

This Amendment is governed under the laws as indicated in the CMA, constitutes the entire agreement and understanding of the Parties with respect to its subject matter and supersedes all prior oral and written communications with respect thereto. The remaining terms of the CMA are unchanged.

IN WITNESS WHEREOF, the Parties have executed this Amendment on the respective dates specified below with effect as of the latest date specified in the signatures below (the "Effective Date").

**Buyer: City of Wilmington**

**Seller: Direct Energy Business, LLC  
Direct Energy Business Marketing, LLC**

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

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

Exhibit 1

[CMA dated       ]

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This Transaction Confirmation Amendment constitutes the changes to the Transaction Confirmation dated \_\_\_\_\_, attached to this Amendment as Exhibit 1, executed between City of Wilmington and Direct Energy Business Marketing, LLC d/b/a Direct Energy Business under the Commodity Master Agreement ("CMA") entered into and effective \_\_\_\_\_. To the extent there is inconsistency in terms, the documents will govern as follows: (1) this Transaction Confirmation Amendment (2) the Transaction Confirmation (3) any Amendment to the CMA and (4) the CMA.

1. The Special Provisions section is amended by inserting the following:  
"For the Delivery Period under this Transaction Confirmation, Section 8.B of the CMA will not apply."

This Transaction Confirmation Amendment is governed under and construed in accordance with the governing law as indicated in the Agreement. This Amendment constitutes the entire agreement with respect to its subject matter and supersedes all prior oral and written communication with respect thereto. The remaining terms of the Transaction Confirmation are unchanged.

IN WITNESS WHEREOF the Parties have executed this Transaction Confirmation Amendment on the respective dates specified below with effect as of the latest date specified in the signatures below (the "Effective Date").

**Buyer: City of Wilmington**

**Seller: Direct Energy Business Marketing, LLC  
d/b/a Direct Energy Business**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Exhibit 1  
[Transaction Confirmation]

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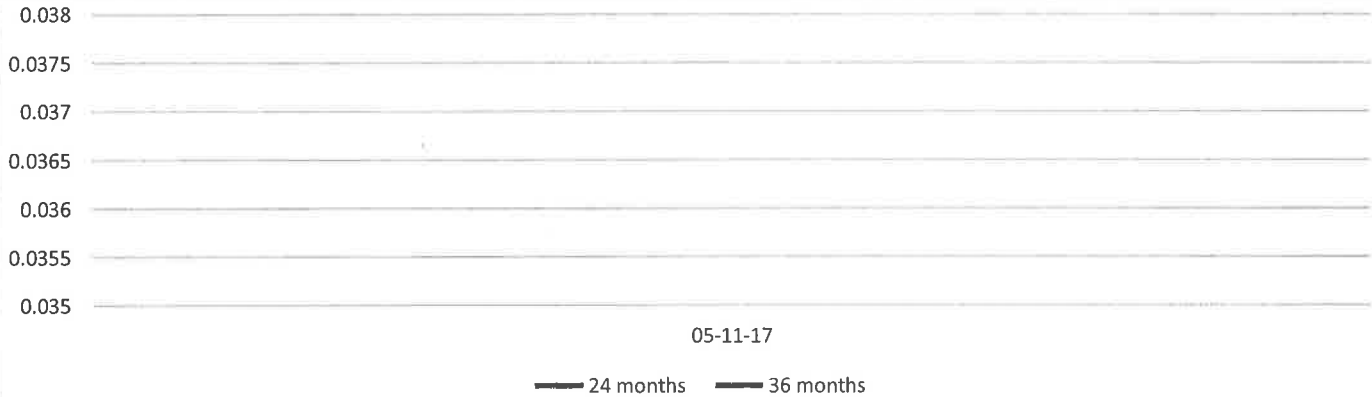


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Customer	Annual Usage (kWh)	Peak Demand (kW)	Transmission PLC (kW)	Capacity PLC (kW)	Annual Load Factor	LDC	# Accounts	Proposal Date
City of Wilmington, Delaware	6,147,174	1,957	886	917	36 %	Delmarva DE	115	5/11/2017

### Historical Price Chart



### Term Price Comparison

LDC	Start Date		Total kWh	Included in Contract Price		ITEMIZED COST				
	Term	End Date		Fixed	Index Adder	Capacity	Transmission	Ancillary	Losses	RPS
Delmarva DE	24	Jul-19	12,294,348	0 %	\$0.00050	\$0.01191	\$0.00437	\$0.00225	\$0.00126	\$0.00000
Delmarva DE	36	Jul-20	18,441,522	0 %	\$0.00050	\$0.01046	\$0.00437	\$0.00225	\$0.00123	\$0.00000

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LDC	Account Number	Service Name	Service Address	Start Date	Peak Demand (kW)	Annual Usage (kWh)	Capacity PLC (kW)	Capacity PY	Transmission PLC (kW)	Transmission PY
Delmarva DE	0550003923697000705283	Veolia Water	1000 E 11th St (SWTP 2), Wilmington, DE, 19801	7/10/17	605	1,168,166	154	2016/2017	111	2017/2017
Delmarva DE	0550104235197001936546	Wilmington Police Department	1000 N Pine St , WILMINGTON, DE, 19801-0000	7/25/17	0	913	0	2016/2017	0	2017/2017
Delmarva DE	0550070257647000705454	City of Wilmington	1001 N WEST ST , Wilmington, DE, 19801	7/10/17	17	74,562	17	2016/2017	16	2017/2017
Delmarva DE	0550095554207000645745	City Of Wilm Water Division	101 E 16th St , Wilmington, DE, 19801	7/25/17	22	85,040	10	2016/2017	10	2017/2017
Delmarva DE	0550092384727000579820	City of Wilmington	101 E 16th St , Wilmington, DE, 19801	7/25/17	13	44,915	0	2016/2017	0	2017/2017
Delmarva DE	0550032042807000986378	City Of Wilm Water Division	101 S Market St , Wilmington, DE, 19801	7/25/17	0	258	0	2016/2017	0	2017/2017
Delmarva DE	0550089739707000602125	City Of Wilm Publicworks	1013 Clifford Brown Walk , Wilmington, DE, 19801	7/25/17	2	6,841	0	2016/2017	1	2017/2017
Delmarva DE	0550100312887002032691	Wilmington Police Department	1023 W 5th St , Wilmington, DE, 19805-3201	7/15/17	0	911	0	2016/2017	0	2017/2017
Delmarva DE	0550043836207000945676	African American Heritage Center	1043 Clifford Brown Walk , Wilmington, DE, 19801	7/25/17	0	238	0	2016/2017	0	2017/2017
Delmarva DE	0550100322607002031609	Wilmington Police Department	106 N Harrison St , WILMINGTON, DE, 19805-3645	7/12/17	0	913	0	2016/2017	0	2017/2017
Delmarva DE	0550098507067000206255	City Of Wilm Parks & Rec	1100 Delaware Ave , Wilmington, DE, 19806	7/14/17	8	12,342	0	2016/2017	2	2017/2017
Delmarva DE	0550103963507001990971	Wilmington Police Department	1100 Lombard St , Wilmington, DE, 19801-4012	7/25/17	0	913	0	2016/2017	0	2017/2017
Delmarva DE	0550055298907000377105	City of Wilmington	1100 Market St , Wilmington, DE, 19801-1243	7/10/17	1	851	0	2016/2017	0	2017/2017
Delmarva DE	0550119035507000295588	Rock Manor Golf Mgt	1301 Carruthers Ln , Wilmington, DE, 19803	7/6/17	4	6,045	2	2016/2017	1	2017/2017
Delmarva DE	0550100315777002032664	Wilmington Police Department	1315 Connell St , WILMINGTON, DE, 19805-0000	7/15/17	0	911	0	2016/2017	0	2017/2017
Delmarva DE	0550090888287000081320	Veolia Waters	1332 E 12th St , Wilmington, DE, 19801	7/10/17	22	24,815	3	2016/2017	3	2017/2017

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Delmarva DE	0550052593167001178822	City of Wilmington	1450 New York Ave , Wilmington, DE, 19801	7/25/17	230	1,120,070	69	2016/2017	95	2017/2017
Delmarva DE	0550059557237001227262	City of Wilmington	1500 W 9th St , Wilmington, DE, 19806	7/12/17	8	44,628	7	2016/2017	7	2017/2017
Delmarva DE	0550112930937001621992	City Of Wilmington Public Work	1504 W 9th St , Wilmington, DE, 19806	7/12/17	9	24,883	0	2016/2017	0	2017/2017
Delmarva DE	0500088565317000695722	Headwaters	151 Hay Rd , WILMINGTON, DE, 19809-0000	7/10/17	10	7,574	4	2016/2017	5	2017/2017
Delmarva DE	0550012434057000159764	City of Wilmington	1611 Foulk Rd , Wilmington, DE, 19803	7/6/17	27	66,209	0	2016/2017	4	2017/2017
Delmarva DE	0550115314017000523994	City Of Wilm Water Quality	1700 N Park Dr , Wilmington, DE, 19806	7/7/17	0	356	0	2016/2017	0	2017/2017
Delmarva DE	0550100326907002031523	Wilmington Police Department	1701 W 4th St , Wilmington, DE, 19805-3547	7/15/17	0	911	0	2016/2017	0	2017/2017
Delmarva DE	0550071580377000484523	Dept Of Public Safety	1814 Gilpin Ave , Wilmington, DE, 19806	7/14/17	10	33,866	11	2016/2017	8	2017/2017
Delmarva DE	0550104228347001938009	Wilmington Police Department	200 N Dupont St , WILMINGTON, DE, 19805-0000	7/12/17	0	913	0	2016/2017	0	2017/2017
Delmarva DE	0550103950067002044969	Wilmington Police Department	200 N Franklin St , WILMINGTON, DE, 19805-3643	7/12/17	0	913	0	2016/2017	0	2017/2017
Delmarva DE	0550024107487001749314	City of Wilmington	200 N Market St , Wilmington, DE, 19801	7/25/17	1	1,308	0	2016/2017	0	2017/2017
Delmarva DE	0550100307287002032725	Wilmington Police Department	200 N Rodney St , WILMINGTON, DE, 19805-3529	7/12/17	0	913	0	2016/2017	0	2017/2017
Delmarva DE	0550070733437001182298	City of Wilmington	200 S WEST ST , Wilmington, DE, 19801	7/18/17	1	1,704	0	2016/2017	0	2017/2017
Delmarva DE	0550073190277000560187	City Of Wilm Publicworks	201 West St , Wilmington, DE, 19801	7/10/17	0	1,147	0	2016/2017	0	2017/2017
Delmarva DE	0550120894417000902854	City Of Wilm Water Division	205 Beverly Pl , Wilmington, DE, 19809	7/5/17	0	400	0	2016/2017	0	2017/2017
Delmarva DE	0550053223797001874451	City of Wilmington	2100 W 16th St , WILMINGTON, DE, 19806-0000	7/14/17	0	911	0	2016/2017	0	2017/2017
Delmarva DE	0550098102477000056261	City of Wilmington	220 N Union St , Wilmington, DE, 19805	7/12/17	35	102,840	24	2016/2017	31	2017/2017

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Delmarva DE	0550016847237000305191	City of Wilmington	2200 Tatnall St , Wilmington, DE, 19802	7/10/17	38	87,259	24	2016/2017	27	2017/2017
Delmarva DE	0550024662867000885816	City Of Wilm Parks & Rec	232 N Adams St , Wilmington, DE, 19801	7/12/17	3	6,067	0	2016/2017	0	2017/2017
Delmarva DE	0550103675757002046196	Wilmington Police Department	2400 Jessup St , Wilmington, DE, 19802-4324	7/10/17	0	913	0	2016/2017	0	2017/2017
Delmarva DE	0550103684337002046097	Wilmington Police Department	2400 Lamotte St , Wilmington, DE, 19802-4355	7/10/17	0	913	0	2016/2017	0	2017/2017
Delmarva DE	0550103941407002045090	Wilmington Police Department	2400 N Market St , WILMINGTON, DE, 19802-4232	7/10/17	0	913	0	2016/2017	0	2017/2017
Delmarva DE	0550103697797002045165	Wilmington Police Department	2800 Northeast Blvd , Wilmington, DE, 19802-3734	7/3/17	0	120	0	2016/2017	0	2017/2017
Delmarva DE	055007002011700062308	City Of Wilm Parks & Rec	300 N Church St , WILMINGTON, DE, 19801-0000	7/25/17	0	120	0	2016/2017	0	2017/2017
Delmarva DE	0550120570757000896580	City Of Wilm Parks & Rec	300 N Church St Unit C , WILMINGTON, DE, 19801-0000	7/25/17	0	120	0	2016/2017	0	2017/2017
Delmarva DE	0550004451757000712450	City of Wilmington	300 N Walnut St (Police) , Wilmington, DE, 19801	7/17/17	305	1,663,180	309	2016/2017	304	2017/2017
Delmarva DE	0550103953527002043576	Wilmington Police Department	300 S Van Buren St , WILMINGTON, DE, 19805-4064	7/12/17	0	913	0	2016/2017	0	2017/2017
Delmarva DE	0550100319167002032468	Wilmington Police Department	301 Delamore Pl , WILMINGTON, DE, 19805-3522	7/12/17	0	913	0	2016/2017	0	2017/2017
Delmarva DE	0550122819157000969724	City of Wilmington	306 Springhill Ave , Wilmington, DE, 19809	7/5/17	25	55,919	6	2016/2017	8	2017/2017
Delmarva DE	0550090862447000536674	City Of Wilm Water Division	3067 New Castle Ave , New Castle, DE, 19720	7/25/17	0	460	0	2016/2017	0	2017/2017
Delmarva DE	055009365648700064011	City Of Wilm Parks & Rec	3104 Miller Rd , Wilmington, DE, 19802	7/7/17	1	988	0	2016/2017	0	2017/2017
Delmarva DE	0550014101117000855124	City of Wilmington	3151 Kennett Pike , Wilmington, DE, 19807	7/15/17	63	132,953	12	2016/2017	14	2017/2017

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Delmarva DE	0550014408527000234379	City of Wilmington	333 E 30th St , Wilmington, DE, 19802	7/10/17	38	80,320	24	2016/2017	24	2017/2017
Delmarva DE	0550104221647001952985	Wilmington Police Department	400 N Broom St , WILMINGTON, DE, 19805-3166	7/12/17	0	913	0	2016/2017	0	2017/2017
Delmarva DE	0550024111007001748365	City of Wilmington	400 N Market St , Wilmington, DE, 19801	7/25/17	1	2,181	0	2016/2017	0	2017/2017
Delmarva DE	0550032767597001005643	City of Wilmington	400 New Castle Ave , Wilmington, DE, 19801	7/25/17	33	109,360	24	2016/2017	32	2017/2017
Delmarva DE	0550071610317000735887	City of Wilmington	400 W 2nd St , Wilmington, DE, 19801	7/10/17	21	85,681	14	2016/2017	15	2017/2017
Delmarva DE	0550035444047001476143	City of Wilmington	4131 New Castle , New Castle, DE, 19801	7/25/17	42	116,694	14	2016/2017	14	2017/2017
Delmarva DE	0550011963147001052068	City of Wilmington	500 Campbell Rd , Wilmington, DE, 19807	7/14/17	11	21,060	0	2016/2017	0	2017/2017
Delmarva DE	0550103967647001954264	Wilmington Police Department	500 N Harrison St , Wilmington, DE, 19805-3234	7/12/17	0	913	0	2016/2017	0	2017/2017
Delmarva DE	0550100301407001068902	Wilmington Police Department	500 N Scott St , WILMINGTON, DE, 19805-3020	7/12/17	0	913	0	2016/2017	0	2017/2017
Delmarva DE	0550013174077000385387	City of Wilmington	500 Swedes Landing Rd , Wilmington, DE, 19801	7/25/17	1	1,175	7	2016/2017	0	2017/2017
Delmarva DE	0550070847957000186164	City of Wilmington	501 N Madison St , Wilmington, DE, 19801	7/12/17	105	581,200	120	2016/2017	84	2017/2017
Delmarva DE	0550056735737000798821	City of Wilmington	505 N Market St , Wilmington, DE, 19801	7/25/17	0	469	0	2016/2017	0	2017/2017
Delmarva DE	0550100335327002025262	Wilmington Police Department	535 N Union St , Wilmington, DE, 19805-3027	7/12/17	0	913	0	2016/2017	0	2017/2017
Delmarva DE	0550081142947001027013	City Of Wilm Water Division	6 Newark Union Rd , Wilmington, DE, 19803	7/5/17	0	200	0	2016/2017	0	2017/2017
Delmarva DE	0550093136307000116712	City Of Wilm Parks & Rec	6 W 4th St , Wilmington, DE, 19801	7/10/17	3	7,274	0	2016/2017	0	2017/2017
Delmarva DE	0550100304137002032766	Wilmington Police Department	601 N Franklin St , Wilmington, DE, 19805-3228	7/12/17	0	913	0	2016/2017	0	2017/2017
Delmarva DE	0550031328877000581985	City of Wilmington	601 W 34th St , Wilmington, DE, 19802	7/7/17	14	24,310	0	2016/2017	0	2017/2017

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Delmarva DE	0550053231127001873479	City of Wilmington	620 S Broom St , WILMINGTON, DE, 19805-0000	7/18/17	0	915	0	2016/2017	0	2017/2017
Delmarva DE	0550099072827000155493	City of Wilmington	700 N Dupont Rd , Wilmington, DE, 19805	7/15/17	1	8,540	1	2016/2017	1	2017/2017
Delmarva DE	0550006498187000225528	City of Wilmington	700 N Poplar St , Wilmington, DE, 19801	7/25/17	11	21,667	9	2016/2017	11	2017/2017
Delmarva DE	0550053221147001880331	City of Wilmington	701 W 34th St , Wilmington, DE, 19802-2661	7/7/17	0	909	0	2016/2017	0	2017/2017
Delmarva DE	0550021736767000643480	City of Wilmington	800 N King St , Wilmington, DE, 19801	7/25/17	3	16,800	0	2016/2017	0	2017/2017
Delmarva DE	0550033344347001292304	City of Wilmington	804 N Market St , Wilmington, DE, 19801	7/25/17	2	4,794	0	2016/2017	0	2017/2017
Delmarva DE	0550100331367002030234	Wilmington Police Department	815 N Lincoln St , Wilmington, DE, 19805-5319	7/25/17	0	120	0	2016/2017	0	2017/2017
Delmarva DE	0550015540097001508416	City of Wilmington	900 N Market St , Wilmington, DE, 19802	7/15/17	13	4,560	0	2016/2017	1	2017/2017
Delmarva DE	0550103689877002046058	Wilmington Police Department	900 N Pine St , Wilmington, DE, 19801-4003	7/25/17	0	913	0	2016/2017	0	2017/2017
Delmarva DE	0550095134377000636421	City of Wilmington	900 New Castle Ave , New Castle, DE, 19720	7/25/17	20	38,760	12	2016/2017	21	2017/2017
Delmarva DE	0550073180787000310126	City of Wilmington	Baynard Blvd , Wilmington, DE, 19802	7/7/17	3	8,922	0	2016/2017	0	2017/2017
Delmarva DE	0550053246567001680624	City of Wilmington	Baynard Blvd , WILMINGTON, DE, 19802-0000	7/7/17	0	909	0	2016/2017	0	2017/2017
Delmarva DE	0550053247147001680433	City of Wilmington	Cleveland Ave , WILMINGTON, DE, 19805-0000	7/15/17	0	911	0	2016/2017	0	2017/2017
Delmarva DE	0550094388587000619470	City of Wilmington	Clifford Brown Blvd , Wilmington, DE, 19801	7/25/17	2	900	0	2016/2017	0	2017/2017
Delmarva DE	0550103957257001991103	Wilmington Police Department	Clifford Brown Walk , WILMINGTON, DE, 19801-0000	7/25/17	0	913	0	2016/2017	0	2017/2017
Delmarva DE	0550103971687001954218	Wilmington Police Department	Conrad St , WILMINGTON, DE, 19801-0000	7/12/17	0	913	0	2016/2017	0	2017/2017
Delmarva DE	0550036654727000171845	City Of Wilm Parks & Rec	E 11th St , Wilmington, DE, 19801	7/25/17	1	2,419	0	2016/2017	0	2017/2017

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VNguyen@midamericanenergyservices.com

Customer Account Manager:  
Paula Purcell  
(563) 333-8757  
PPurcell@midamericanenergyservices.com

Customer	Annual Usage (kWh)	Peak Demand (kW)	Transmission PLC (kW)	Capacity PLC (kW)	Annual Load Factor	LDC	# Accounts	Proposal Date
City of Wilmington, Delaware	6,147,174	1,957	886	917	36 %	Delmarva DE	115	5/11/2017

LDC	Account Number	Service Name	Service Address	Start Date	Peak Demand (kW)	Annual Usage (kWh)	Capacity PLC (kW)	Capacity PY	Transmission PLC (kW)	Transmission PY
Delmarva DE	0550020261557000589745	City Of Wilm Parks & Rec	E 7th St , Wilmington, DE, 19801	7/25/17	3	4,908	1	2016/2017	0	2017/2017
Delmarva DE	0550032501197000996910	City of Wilmington	E 7TH ST , Wilmington, DE, 19801	7/25/17	1	2,691	0	2016/2017	0	2017/2017
Delmarva DE	0550034947907000666148	City of Wilmington	E Matson Run Pkwy , Wilmington, DE, 19802	7/7/17	2	5,133	0	2016/2017	0	2017/2017
Delmarva DE	0550016355927000468052	City Of Wilm Parks & Rec	Front And Church St , Wilmington, DE, 19801	7/25/17	0	120	0	2016/2017	0	2017/2017
Delmarva DE	0550006498597000521562	City Of Wilm Water Division	Garden Of Eden Rd , Wilmington, DE, 19803	7/11/17	0	216	0	2016/2017	0	2017/2017
Delmarva DE	0550035582557001733048	City of Wilmington	Justison St , Wilmington, DE, 19801	7/18/17	1	2,886	0	2016/2017	0	2017/2017
Delmarva DE	0550104224127001952230	Wilmington Police Department	Lombard St , WILMINGTON, DE, 19801-0000	7/25/17	0	913	0	2016/2017	0	2017/2017
Delmarva DE	0550030105217000435403	City of Wilmington	Madison St , Wilmington, DE, 19801	7/18/17	0	1,087	0	2016/2017	0	2017/2017
Delmarva DE	0550031755487000511428	City of Wilmington	Madison St , Wilmington, DE, 19801	7/12/17	0	990	0	2016/2017	0	2017/2017
Delmarva DE	055008670709700032503	City of Wilmington	Maryland Ave , Wilmington, DE, 19801	7/18/17	1	1,857	0	2016/2017	0	2017/2017
Delmarva DE	055008670410700032472	City of Wilmington	Mlk Blvd , Wilmington, DE, 19801	7/18/17	1	3,878	0	2016/2017	0	2017/2017
Delmarva DE	0550073197467000560228	City Of Wilm Publicworks	Mlk Blvd , Wilmington, DE, 19801	7/18/17	1	2,180	0	2016/2017	0	2017/2017
Delmarva DE	0550073201577000560255	City Of Wilm Publicworks	Mlk Blvd , Wilmington, DE, 19801	7/18/17	1	1,992	0	2016/2017	0	2017/2017
Delmarva DE	0550092650467000586909	City of Wilmington	N King St , Wilmington, DE, 19801	7/25/17	40	33,061	2	2016/2017	2	2017/2017
Delmarva DE	0550123067047000695625	City of Wilmington	N Locust St , Wilmington, DE, 19802	7/10/17	35	80,168	25	2016/2017	25	2017/2017
Delmarva DE	0550015396467000443904	City Of Wilm Parks & Rec	N Lombard St , Wilmington, DE, 19801	7/25/17	4	12,553	0	2016/2017	0	2017/2017
Delmarva DE	0550094120367000616726	City of Wilmington	New Castle Ave , Wilmington, DE, 19801	7/25/17	51	13,320	0	2016/2017	0	2017/2017

MidAmerican Energy Services, LLC is a licensed retail electric supplier/provider in Delaware (Order 8809), Illinois (15-0440), Maryland (IR-3548) Michigan (Case U-17888), New Jersey (ESL-0184), Pennsylvania (A-2015-2496354), Ohio (15-1001E), Texas (10233) and Washington D.C. (Order 17996). The pricing within the proposal is based off recent electric load information and the most recent tariffs. MidAmerican may use estimated data if information is unavailable or deemed to be inaccurate. This proposal does not constitute an offer, which can be accepted to form a contract or impose any legal or equitable rights or obligations. Any rights and obligations will come into effect after all parties have executed a definitive agreement. MidAmerican makes no representations or warranties about the accuracy of the information provided and assumes no liability for any error or omission in the content of this document.



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Customer	Annual Usage (kWh)	Peak Demand (kW)	Transmission PLC (kW)	Capacity PLC (kW)	Annual Load Factor	LDC	# Accounts	Proposal Date
City of Wilmington, Delaware	6,147,174	1,957	886	917	36 %	Delmarva DE	115	5/11/2017

LDC	Account Number	Service Name	Service Address	Start Date	Peak Demand (kW)	Annual Usage (kWh)	Capacity PLC (kW)	Capacity PY	Transmission PLC (kW)	Transmission PY
Delmarva DE	0550073207857001830113	City Of Wilm Publicworks	Prospect Rd Pump , Wilmington, DE, 19805	7/18/17	5	7,574	1	2016/2017	0	2017/2017
Delmarva DE	0550103978467001954032	Wilmington Police Department	Race St , WILMINGTON, DE, 19801-0000	7/10/17	0	913	0	2016/2017	0	2017/2017
Delmarva DE	0550124170067000720733	City Of Wilm Parks & Rec	Rosemont Ave , Wilmington, DE, 19801	7/10/17	3	3,588	0	2016/2017	0	2017/2017
Delmarva DE	0550024104257001212230	City of Wilmington	S Madison St , Wilmington, DE, 19801	7/18/17	3	7,640	1	2016/2017	1	2017/2017
Delmarva DE	0550053226767001873502	City of Wilmington	S Madison St , WILMINGTON, DE, 19801-0000	7/18/17	0	915	0	2016/2017	0	2017/2017
Delmarva DE	0550005527987001223755	City Of Wilm Publicworks	Shipley St , Wilmington, DE, 19801	7/25/17	0	578	0	2016/2017	0	2017/2017
Delmarva DE	0550094394767000619518	City of Wilmington	Spruce St , Wilmington, DE, 19801	7/25/17	0	194	0	2016/2017	0	2017/2017
Delmarva DE	0550030448847001990894	City Of Wilmington Public Work	Talley Rd , Wilmington, DE, 19803	7/5/17	0	120	0	2016/2017	0	2017/2017
Delmarva DE	0550052598457000275486	City Of Wilm Maintance Garage	Thatcher St , Wilmington, DE, 19802	7/10/17	4	4,959	0	2016/2017	0	2017/2017
Delmarva DE	0550098137127000198343	City Of Wilm Water Division	Tower Dr , Wilmington, DE, 19806	7/14/17	1	2,362	0	2016/2017	0	2017/2017
Delmarva DE	0550067643147001073274	City Of Wilm Dept Parks & Rec	Walnut Green Rd , Wilmington, DE, 19801	7/14/17	0	174	0	2016/2017	0	2017/2017
Delmarva DE	0550024114077001754357	City of Wilmington	Walnut St , Wilmington, DE, 19801	7/25/17	2	5,050	0	2016/2017	0	2017/2017
Delmarva DE	0550034136187001732996	City of Wilmington	Washington St , Wilmington, DE, 19801	7/18/17	0	946	0	2016/2017	0	2017/2017
Delmarva DE	0550057450827000248412	City Of Wilm Parks & Rec	Woodlawn Ave , Wilmington, DE, 19802	7/15/17	5	5,644	0	2016/2017	0	2017/2017
Delmarva DE	0550125277057000740754	City Of Wilm Parks & Rec	14th Heald St , WILMINGTON, DE, 19801-0000	7/10/17	0	174	0	2016/2017	0	2017/2017
Delmarva DE	0550094382707000619445	City Of Wilm Parks & Rec	8th Kirkwood St , WILMINGTON, DE, 19801-0000	7/25/17	0	105	0	2016/2017	0	2017/2017
	<b>Total # Accounts</b>	<b>115</b>		<b>Total</b>	<b>1,957</b>	<b>6,147,174</b>	<b>917</b>		<b>886</b>	

MidAmerican Energy Services, LLC is a licensed retail electric supplier/provider in Delaware (Order 8809), Illinois (15-0440), Maryland (IR-3548) Michigan (Case U-17888), New Jersey (ESL-0184), Pennsylvania (A-2015-2496354), Ohio (15-1001E), Texas (10233) and Washington D.C. (Order 17996). The pricing within the proposal is based off recent electric load information and the most recent tariffs. MidAmerican may use estimated data if information is unavailable or deemed to be inaccurate. This proposal does not constitute an offer, which can be accepted to form a contract or impose any legal or equitable rights or obligations. Any rights and obligations will come into effect after all parties have executed a definitive agreement. MidAmerican makes no representations or warranties about the accuracy of the information provided and assumes no liability for any error or omission in the content of this document.

## RETAIL ELECTRIC SUPPLIER AGREEMENT

This Retail Electric Supplier Agreement is entered into by MidAmerican Energy Services, LLC ("MidAmerican") and City of Wilmington, Delaware ("Customer") and shall be effective as of the later date set forth under the parties' signatures below ("Effective Date"). This Retail Electric Supplier Agreement, together with any written supplements thereto and all Schedules shall form a single integrated agreement (the "Agreement") between MidAmerican and Customer. Customer acknowledges and agrees that it understands and accepts the terms, conditions and risks of this Agreement and it is entering into this Agreement for its own account based upon its own judgment and not in reliance upon any information, advice or counsel which may or may not have been provided by MidAmerican.

**CONDITIONS OF AGREEMENT.** This Agreement constitutes the entire understanding between MidAmerican and Customer regarding the subject matter hereof. No modification to this Agreement will be effective unless evidenced in writing signed by both parties. This Agreement supersedes all prior agreements between the parties regarding the subject matter of this Agreement. This Agreement is intended to govern transactions for the purchase and sale of electricity and related services to be entered into between the parties from time to time as evidenced by separate Schedules, as applicable ("Schedules"), setting forth certain commercial and other terms for the purchase and sale of electricity. The parties agree that the laws of the state in which Customer is incorporated govern this Agreement unless otherwise indicated on Schedule A. **To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this Agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.** The parties agree that this Agreement is a forward contract under all applicable federal and state bankruptcy laws and that they are forward contract merchants with respect thereto.

**CUSTOMER RESPONSIBILITIES.** Customer agrees to purchase and receive from MidAmerican 100% of its electric energy supply and related services for all the properties listed on the Schedules. Customer acknowledges that MidAmerican may recover all Losses and Costs as described in the section entitled Events of Default; Remedies, associated with the removal of any or all properties or accounts listed on such Schedules. Customer will take such actions as requested by MidAmerican to allow for timely enrollment of accounts listed on the Schedules and authorizes MidAmerican to perform duties on its behalf, including, but not limited to, submitting Customer enrollments to the electric distribution company or local Delivery Company ("Delivery Company") and/or moving any of Customer's properties on or off Delivery Company's applicable tariffs, to permit Customer to receive the electric energy at its properties.

**MIDAMERICAN RESPONSIBILITIES.** Subject to the terms of this Agreement, MidAmerican agrees to sell and provide to Customer 100% of Customer's electric energy supply and applicable related services for all the properties listed on the Schedules. MidAmerican will schedule and deliver electric energy, including amounts for associated transmission and distribution losses as defined by the delivery

and/or transmission tariffs ("Line Loss"), to the Delivery Company interconnecting point and the Delivery Company is responsible for delivery of electric energy to Customer's properties.

**TERM.** The term of this Agreement shall commence on the Effective Date and shall remain in effect until terminated by either party upon thirty (30) days written notice; provided, however, that such termination shall not affect or excuse the performance of either party under any provision of this Agreement or any related Schedules. Early termination of any Schedules shall constitute an Event of Default and any applicable settlement amount shall be calculated according to the Events of Default; Remedies section of the Agreement.

**ENERGY DELIVERY.** Title to electric energy will pass from MidAmerican to Customer at the Customer's meter(s) (the "Delivery Point(s)"). Each party will comply with all applicable federal and state laws and all applicable industry rules, and delivery and/or transmission tariffs, as amended from time to time.

**BILLING AND PAYMENT.** Customer will be billed monthly for all electric energy and related services as listed on the Schedules, plus any applicable taxes, delivery charges, or surcharges. Customer will pay each bill in full, which shall not be less than 30 days from the invoice date. Late payment charges may be assessed at a rate equal to the lesser of 1½% per month or the maximum rate allowable by law. In the event Customer disputes any portion of an invoice billing, Customer shall pay the undisputed portion of the bill no later than the due date and give notice in writing to MidAmerican of such dispute and the reasons therefore prior to the due date for payment. The parties shall negotiate in good faith to resolve such dispute. If it is determined the Customer owes any portion of the disputed amount, Customer shall immediately pay such amount upon resolution thereof. Termination of this Agreement will not relieve Customer of its liability for payment of any outstanding amounts due MidAmerican.

**EVENTS OF DEFAULT; REMEDIES.** For the purposes of this Agreement; the Events of Default are defined as follows: (i) fails to pay any amount, when due, with respect to this Agreement; (ii) is subject to a bankruptcy event; (iii) makes any representation or warranty that is false or misleading in any material respect; (iv) the removal of any or all properties or accounts listed on such Schedules; (v) fails to provide financial security to the other party within two (2) business days of the other party's demand, when such demand is based on the other party's reasonable good faith belief that the ability

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of the defaulting party to perform its obligations under this Agreement is materially impaired; or (vi) fails to perform any other material obligation imposed upon it by this Agreement. In the Event of Default, the non-defaulting party has the right, without notice, to suspend performance and may terminate this Agreement at any time during the continuance of such event of default, upon which it will calculate in a commercially reasonable manner a settlement amount equal to its total Losses and Costs, if any, resulting from termination of this Agreement. Costs shall include, but not be limited to, reservation fees, reasonable attorneys' fees, and other similar third-party transaction expenses incurred by a party in terminating, liquidating or entering into new arrangements which replace any obligations assumed by such party due to the termination of this Agreement. Losses shall mean an amount equal to the nominal value of the economic loss to such party, exclusive of Costs, resulting from termination of this Agreement. The settlement amount will be due within ten (10) business days after the non-defaulting party has notified the defaulting party of the settlement amount. The non-defaulting party is obligated to respond and act in a commercially reasonable manner and mitigate its damages, liabilities, Losses and Costs.

**FAILURE OF DELIVERY.** MidAmerican will not be liable for any injury, loss, claim, expense, liability or damage resulting from failure by the Delivery Company or transmission provider to provide delivery services or properly perform and/or timely process any Customer enrollments or transmission requests.

**NO CONSEQUENTIAL DAMAGES.** In no event will either party be liable to the other party or to any third-party, for any special, incidental, indirect, consequential, punitive or exemplary damages or for any damages of a similar nature arising out of or in connection with this Agreement.

**INDEMNIFICATION.** Each party agrees to indemnify, defend and hold the other party harmless from and against all third-party claims for damages, liability and expenses relating to or arising out of damage to property or injury to persons (including death) resulting from the negligent acts, errors or omissions of a party or its agents. If the parties are held jointly and severally liable for any claim, damage, liability or expense of any third-party, a right of contribution will exist between the parties.

**FORCE MAJEURE.** If either party is unable, wholly or in part, by Force Majeure (as defined below) to carry out its obligations under this Agreement, and upon such party's giving written notice and full particulars of such Force Majeure to the other party as soon as practicable after the occurrence of the cause, the obligations of the party giving notice, so far as its obligations are affected by the Force Majeure, will be suspended during the continuance of the Force Majeure. Each party shall seek to remedy the Force Majeure with all reasonable dispatch. If a Force Majeure lasts for fifteen (15) continuous days, the party not subject to the Force Majeure has the option of terminating any affected Schedules at any time during the continuance of such Force Majeure. In the event of termination each party shall be

entitled to calculate a settlement amount equal to its total Losses and Costs, if any, resulting from termination of the affected Schedules and such amount shall be due from the other party within ten (10) business days after the other party has been notified of the settlement amount.

Force Majeure means any cause(s) not reasonably within the control, and without fault or negligence, of the party affected thereby and which by the exercise of reasonable due diligence by the affected party could not have been prevented, including without limitation, acts of God, civil disturbances, labor strike, interruptions caused by governmental or court orders, inability of the Delivery Company to provide Delivery Services, inability of the transmission operator to provide transmission services or the curtailment of transmission service or the breakage, accident or failure of transmission and/or distribution facilities. Neither economic hardship nor economic conditions will constitute a Force Majeure under this Agreement. In the event of a Force Majeure, Customer shall continue to be obligated to make payments for all electric energy supply and related services delivered to and consumed at its properties.

**WARRANTIES.** MIDAMERICAN WARRANTS ONLY THAT IT HAS THE RIGHT TO SELL ENERGY SERVICES AND THAT SUCH ENERGY SERVICES ARE FREE FROM ALL LIENS OF ANY KIND. MIDAMERICAN DISCLAIMS ANY OTHER WARRANTY OF ANY KIND, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**FINANCIAL RESPONSIBILITY.** Each party agrees to provide financial information reasonably requested by the other party to facilitate credit review. Each party certifies that all information provided to the other party is truthful and accurate and all information obtained from the other party will be kept confidential.

**ASSIGNMENT.** Neither party may assign this Agreement without the prior written authorization of the other party, which consent will not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, either party may assign this Agreement to the resulting entity of a corporate restructuring or other successor in interest and shall provide immediate notice of such assignment.

**CONFIDENTIALITY.** This Agreement and its terms are confidential and shall not be disclosed to any third party except as required by law.

**SEVERABILITY.** If any provision(s) of this Agreement is held to be invalid, illegal or unenforceable the remaining provisions will remain in full force and effect.

**NON-WAIVER.** Either party's failure at any time to require strict performance by the other party of any provision of this Agreement will not waive a party's right to demand strict compliance at any other time.



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**RECORDED CONVERSATIONS.** Phone conversations between employees and/or authorized agents of the parties may be recorded on tape or other electronic media to verify customer service quality and pricing terms. Unless a party

expressly objects to these recordings at the time of the recording, these recordings may be used as evidence in any proceeding or action relating to this Agreement.

**AGREEMENT NOTICES.** All written notices required by this Retail Electric Supplier Agreement must be delivered in person, by confirmed telefax, overnight mail or U.S. Mail as follows:

<b>For MidAmerican Energy Services, LLC</b>	
Company Name:	MidAmerican Energy Services, LLC
Attention to:	Electric Contract Administration
Address:	4299 NW Urbandale Drive
City, State, Zip:	Urbandale, IA 50322
Phone No:	(800) 432-8574
Fax No:	(515) 242-4354
E-mail address:	ContractAdmin-Electric@midamericanenergyservices.com

<b>For Customer</b>	
Company Name:	City of Wilmington, Delaware
Attention to:	
Title:	
Address:	800 N French St 6th Flr
City, State, Zip:	Wilmington, DE 19801-3590
Phone No:	(302) 576-3069
Fax No:	
E-mail address:	

The parties, by the signatures of their authorized representatives, agree to be bound by all provisions of this Retail Electric Supplier Agreement.

**ELECTRONIC SIGNATURES**

In accordance with federal law, Customer may execute this Agreement electronically, binding the parties to the same degree as a handwritten signature, by using the following process to create an electronic symbol signifying an intent to be legally bound. Customer shall submit electronic signature into signature block with designation of the person's name, date and time of signing. This Agreement shall not be binding on either party until both parties have executed versions of the Agreement, either electronically or via wet signature, that are identical (apart from the electronic execution) and delivered the same to the other party by electronic mail as an attachment.

**MidAmerican Energy Services, LLC**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

**City of Wilmington, Delaware**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

**SCHEDULE A**  
**TO THE RETAIL ELECTRIC SUPPLIER AGREEMENT**  
**BETWEEN MIDAMERICAN AND CITY OF WILMINGTON, DELAWARE**

**DATE: May 11, 2017**

These Schedules are being entered into pursuant to and in accordance with the Retail Electric Supplier Agreement between Customer and MidAmerican (the "Retail Electric Supplier Agreement"). The pricing contained on Schedule B is indicative until signed by both parties and shall be valid after 5 p.m. Central Time on May 11, 2017 only at MidAmerican's sole discretion.

These Schedules identify the list of State and/or Delivery Company specific terms, Customer's properties, contact information, Energy Services Prices, Term and Quantities of Electric Energy, if applicable, covered by these Schedules. Notwithstanding anything to the contrary, any conflict between these Schedules and the Retail Electric Supplier Agreement will be resolved in favor of these Schedules. Customer acknowledges that any conflict between the Retail Electric Supplier Agreement, and Customer's request for proposal, pricing or solicitation documents, will be resolved in favor of the Retail Electric Supplier Agreement. Capitalized terms used herein but not defined will have the meanings ascribed to them in the Retail Electric Supplier Agreement.

This Schedule A replaces in its entirety any prior Schedule A currently in effect between Customer and MidAmerican, relating to Customer's properties identified below, effective on or after the account estimated start date listed on Schedule A, UNLESS the term of a previously executed Schedule A extends beyond the term of this Schedule A. Both parties shall fulfill their obligations through the Term of any executed Schedule A.

**CONTACT INFORMATION.** Customer inquiries shall be directed to MidAmerican's Customer Service department at 1-800-432-8574 M-F 7AM-5PM CST. Customers may also submit inquiries via email at [customerservice-retail@midamericanenergyservices.com](mailto:customerservice-retail@midamericanenergyservices.com) or by visiting MidAmerican's website at [midamericanenergyservices.com](http://midamericanenergyservices.com). Customer maintains the right to contact the Delaware Public Service Commission at 861 Silver Lake Boulevard, Cannon Building, Suite 100, Dover, DE 19904 or by calling 1-800-282-8574 (TDD 302-736-7500) in the event of unsatisfactory complaint resolution by either MidAmerican or the Delivery Company. To report service outages or other emergency situations, Customers in New Castle County should contact Delmarva Power at 1-800-898-8042. Customers in Kent and Sussex Counties should contact Delmarva Power at 1-800-898-8045.

**LIST OF CUSTOMER'S PROPERTIES**

Customer Name Appearing on Bill	Account Number	Service Address	Delivery Company	Account Estimated Start Date	Account Estimated End Date
Headwaters	0500088565317000695722	151 Hay Rd WILMINGTON, DE 19809-0000	Delmarva Power	07/10/2017	07/09/2020
Veolia Water	0550003923697000705283	1000 E 11th St (SWTP 2) Wilmington, DE 19801	Delmarva Power	07/10/2017	07/09/2020
City of Wilmington	0550004451757000712450	300 N Walnut St (Police) Wilmington, DE 19801	Delmarva Power	07/17/2017	07/17/2020
City Of Wilm Publicworks	0550005527987001223755	Shipley St Wilmington, DE 19801	Delmarva Power	07/25/2017	07/27/2020
City of Wilmington	0550006498187000225528	700 N Poplar St Wilmington, DE 19801	Delmarva Power	07/25/2017	07/27/2020
City Of Wilm Water Division	0550006498597000521562	Garden Of Eden Rd Wilmington, DE 19803	Delmarva Power	07/11/2017	07/10/2020
City of Wilmington	0550011963147001052068	500 Campbell Rd Wilmington, DE 19807	Delmarva Power	07/14/2017	07/15/2020
City of Wilmington	0550012434057000159764	1611 Foulk Rd Wilmington, DE 19803	Delmarva Power	07/06/2017	07/07/2020
City of Wilmington	0550013174077000385387	500 Swedes Landing Rd Wilmington, DE 19801	Delmarva Power	07/25/2017	07/27/2020
City of Wilmington	0550014101117000855124	3151 Kennett Pike Wilmington, DE 19807	Delmarva Power	07/15/2017	07/16/2020

**SCHEDULE A**  
**TO THE RETAIL ELECTRIC SUPPLIER AGREEMENT**  
**BETWEEN MIDAMERICAN AND CITY OF WILMINGTON, DELAWARE**

DATE: May 11, 2017

## LIST OF CUSTOMER'S PROPERTIES

Customer Name Appearing on Bill	Account Number	Service Address	Delivery Company	Account Estimated Start Date	Account Estimated End Date
City of Wilmington	0550014408527000234379	333 E 30th St Wilmington, DE 19802	Delmarva Power	07/10/2017	07/09/2020
City Of Wilm Parks & Rec	0550015396467000443904	N Lombard St Wilmington, DE 19801	Delmarva Power	07/25/2017	07/27/2020
City of Wilmington	0550015540097001508416	900 N Market St Wilmington, DE 19802	Delmarva Power	07/15/2017	07/16/2020
City Of Wilm Parks & Rec	0550016355927000468052	Front And Church St Wilmington, DE 19801	Delmarva Power	07/25/2017	07/27/2020
City of Wilmington	0550016847237000305191	2200 Tatnall St Wilmington, DE 19802	Delmarva Power	07/10/2017	07/09/2020
City Of Wilm Parks & Rec	0550020261557000589745	E 7th St Wilmington, DE 19801	Delmarva Power	07/25/2017	07/27/2020
City of Wilmington	0550021736767000643480	800 N King St Wilmington, DE 19801	Delmarva Power	07/25/2017	07/27/2020
City of Wilmington	0550024104257001212230	S Madison St Wilmington, DE 19801	Delmarva Power	07/18/2017	07/20/2020
City of Wilmington	0550024107487001749314	200 N Market St Wilmington, DE 19801	Delmarva Power	07/25/2017	07/27/2020
City of Wilmington	0550024111007001748365	400 N Market St Wilmington, DE 19801	Delmarva Power	07/25/2017	07/27/2020
City of Wilmington	0550024114077001754357	Walnut St Wilmington, DE 19801	Delmarva Power	07/25/2017	07/27/2020
City Of Wilm Parks & Rec	0550024662867000885816	232 N Adams St Wilmington, DE 19801	Delmarva Power	07/12/2017	07/13/2020
City of Wilmington	0550030105217000435403	Madison St Wilmington, DE 19801	Delmarva Power	07/18/2017	07/20/2020
City Of Wilmington Public Work	0550030448847001990894	Talley Rd Wilmington, DE 19803	Delmarva Power	07/05/2017	07/06/2020
City of Wilmington	0550031328877000581985	601 W 34th St Wilmington, DE 19802	Delmarva Power	07/07/2017	07/08/2020
City of Wilmington	0550031755487000511428	Madison St Wilmington, DE 19801	Delmarva Power	07/12/2017	07/13/2020
City Of Wilm Water Division	0550032042807000986378	101 S Market St Wilmington, DE 19801	Delmarva Power	07/25/2017	07/27/2020
City of Wilmington	0550032501197000996910	E 7TH ST Wilmington, DE 19801	Delmarva Power	07/25/2017	07/27/2020
City of Wilmington	0550032767597001005643	400 New Castle Ave Wilmington, DE 19801	Delmarva Power	07/25/2017	07/27/2020
City of Wilmington	0550033344347001292304	804 N Market St Wilmington, DE 19801	Delmarva Power	07/25/2017	07/27/2020
City of Wilmington	0550034136187001732996	Washington St Wilmington, DE 19801	Delmarva Power	07/18/2017	07/20/2020
City of Wilmington	0550034947907000666148	E Matson Run Pkwy Wilmington, DE 19802	Delmarva Power	07/07/2017	07/08/2020
City of Wilmington	0550035444047001476143	4131 New Castle New Castle, DE 19801	Delmarva Power	07/25/2017	07/27/2020
City of Wilmington	0550035582557001733048	Justison St Wilmington, DE 19801	Delmarva Power	07/18/2017	07/20/2020
City Of Wilm Parks & Rec	0550036654727000171845	E 11th St Wilmington, DE 19801	Delmarva Power	07/25/2017	07/27/2020

**SCHEDULE A**  
**TO THE RETAIL ELECTRIC SUPPLIER AGREEMENT**  
**BETWEEN MIDAMERICAN AND CITY OF WILMINGTON, DELAWARE**

DATE: May 11, 2017

## LIST OF CUSTOMER'S PROPERTIES

Customer Name Appearing on Bill	Account Number	Service Address	Delivery Company	Account Estimated Start Date	Account Estimated End Date
African American Heritage Center	0550043836207000945676	1043 Clifford Brown Walk Wilmington, DE 19801	Delmarva Power	07/25/2017	07/27/2020
City of Wilmington	0550052593167001178822	1450 New York Ave Wilmington, DE 19801	Delmarva Power	07/25/2017	07/27/2020
City Of Wilm Maintance Garage	0550052598457000275486	Thatcher St Wilmington, DE 19802	Delmarva Power	07/10/2017	07/09/2020
City of Wilmington	0550053221147001880331	701 W 34th St Wilmington, DE 19802- 2661	Delmarva Power	07/07/2017	07/08/2020
City of Wilmington	0550053223797001874451	2100 W 16th St WILMINGTON, DE 19806-0000	Delmarva Power	07/14/2017	07/15/2020
City of Wilmington	0550053226767001873502	S Madison St WILMINGTON, DE 19801-0000	Delmarva Power	07/18/2017	07/20/2020
City of Wilmington	0550053231127001873479	620 S Broom St WILMINGTON, DE 19805-0000	Delmarva Power	07/18/2017	07/20/2020
City of Wilmington	0550053246567001680624	Baynard Blvd WILMINGTON, DE 19802-0000	Delmarva Power	07/07/2017	07/08/2020
City of Wilmington	0550053247147001680433	Cleveland Ave WILMINGTON, DE 19805-0000	Delmarva Power	07/15/2017	07/16/2020
City of Wilmington	0550055298907000377105	1100 Market St Wilmington, DE 19801- 1243	Delmarva Power	07/10/2017	07/09/2020
City of Wilmington	0550056735737000798821	505 N Market St Wilmington, DE 19801	Delmarva Power	07/25/2017	07/27/2020
City Of Wilm Parks & Rec	0550057450827000248412	Woodlawn Ave Wilmington, DE 19802	Delmarva Power	07/15/2017	07/16/2020
City of Wilmington	0550059557237001227262	1500 W 9th St. Wilmington, DE 19806	Delmarva Power	07/12/2017	07/13/2020
City Of Wilm Dept Parks & Rec	0550067643147001073274	Walnut Green Rd Wilmington, DE 19801	Delmarva Power	07/14/2017	07/15/2020
City Of Wilm Parks & Rec	0550070020117000062308	300 N Church St WILMINGTON, DE 19801-0000	Delmarva Power	07/25/2017	07/27/2020
City of Wilmington	0550070257647000705454	1001 N WEST ST Wilmington, DE 19801	Delmarva Power	07/10/2017	07/09/2020
City of Wilmington	0550070733437001182298	200 S WEST ST Wilmington, DE 19801	Delmarva Power	07/18/2017	07/20/2020
City of Wilmington	0550070847957000186164	501 N Madison St Wilmington, DE 19801	Delmarva Power	07/12/2017	07/13/2020
Dept Of Public Safety	0550071580377000484523	1814 Gilpin Ave Wilmington, DE 19806	Delmarva Power	07/14/2017	07/15/2020
City of Wilmington	0550071610317000735887	400 W 2nd St Wilmington, DE 19801	Delmarva Power	07/10/2017	07/09/2020
City of Wilmington	0550073180787000310126	Baynard Blvd Wilmington, DE 19802	Delmarva Power	07/07/2017	07/08/2020
City Of Wilm Publicworks	0550073190277000560187	201 West St Wilmington, DE 19801	Delmarva Power	07/10/2017	07/09/2020

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## LIST OF CUSTOMER'S PROPERTIES

Customer Name Appearing on Bill	Account Number	Service Address	Delivery Company	Account Estimated Start Date	Account Estimated End Date
City Of Wilm Publicworks	0550073197467000560228	Mlk Blvd Wilmington, DE 19801	Delmarva Power	07/18/2017	07/20/2020
City Of Wilm Publicworks	0550073201577000560255	Mlk Blvd Wilmington, DE 19801	Delmarva Power	07/18/2017	07/20/2020
City Of Wilm Publicworks	0550073207857001830113	Prospect Rd Pump Wilmington, DE 19805	Delmarva Power	07/18/2017	07/20/2020
City Of Wilm Water Division	0550081142947001027013	6 Newark Union Rd Wilmington, DE 19803	Delmarva Power	07/05/2017	07/06/2020
City of Wilmington	0550086704107000032472	Mlk Blvd Wilmington, DE 19801	Delmarva Power	07/18/2017	07/20/2020
City of Wilmington	0550086707097000032503	Maryland Ave Wilmington, DE 19801	Delmarva Power	07/18/2017	07/20/2020
City Of Wilm Publicworks	0550089739707000602125	1013 Clifford Brown Walk Wilmington, DE 19801	Delmarva Power	07/25/2017	07/27/2020
City Of Wilm Water Division	0550090862447000536674	3067 New Castle Ave New Castle, DE 19720	Delmarva Power	07/25/2017	07/27/2020
Veolia Waters	0550090888287000081320	1332 E 12th St Wilmington, DE 19801	Delmarva Power	07/10/2017	07/09/2020
City of Wilmington	0550092384727000579820	101 E 16th St Wilmington, DE 19801	Delmarva Power	07/25/2017	07/27/2020
City of Wilmington	0550092650467000586909	N King St Wilmington, DE 19801	Delmarva Power	07/25/2017	07/27/2020
City Of Wilm Parks & Rec	0550093136307000116712	6 W 4th St Wilmington, DE 19801	Delmarva Power	07/10/2017	07/09/2020
City Of Wilm Parks & Rec	0550093656487000064011	3104 Miller Rd Wilmington, DE 19802	Delmarva Power	07/07/2017	07/08/2020
City of Wilmington	0550094120367000616726	New Castle Ave Wilmington, DE 19801	Delmarva Power	07/25/2017	07/27/2020
City Of Wilm Parks & Rec	0550094382707000619445	8th Kirkwood St WILMINGTON, DE 19801-0000	Delmarva Power	07/25/2017	07/27/2020
City of Wilmington	0550094388587000619470	Clifford Brown Blvd Wilmington, DE 19801	Delmarva Power	07/25/2017	07/27/2020
City of Wilmington	0550094394767000619518	Spruce St Wilmington, DE 19801	Delmarva Power	07/25/2017	07/27/2020
City of Wilmington	0550095134377000636421	900 New Castle Ave New Castle, DE 19720	Delmarva Power	07/25/2017	07/27/2020
City Of Wilm Water Division	0550095554207000645745	101 E 16th St Wilmington, DE 19801	Delmarva Power	07/25/2017	07/27/2020
City of Wilmington	0550098102477000056261	220 N Union St Wilmington, DE 19805	Delmarva Power	07/12/2017	07/13/2020
City Of Wilm Water Division	0550098137127000198343	Tower Dr Wilmington, DE 19806	Delmarva Power	07/14/2017	07/15/2020
City Of Wilm Parks & Rec	0550098507067000206255	1100 Delaware Ave Wilmington, DE 19806	Delmarva Power	07/14/2017	07/15/2020
City of Wilmington	0550099072827000155493	700 N Dupont Rd Wilmington, DE 19805	Delmarva Power	07/15/2017	07/16/2020
Wilmington Police Department	0550100301407001068902	500 N Scott St WILMINGTON, DE 19805-3020	Delmarva Power	07/12/2017	07/13/2020

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**BETWEEN MIDAMERICAN AND CITY OF WILMINGTON, DELAWARE**

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## LIST OF CUSTOMER'S PROPERTIES

Customer Name Appearing on Bill	Account Number	Service Address	Delivery Company	Account Estimated Start Date	Account Estimated End Date
Wilmington Police Department	0550100304137002032766	601 N Franklin St Wilmington, DE 19805- 3228	Delmarva Power	07/12/2017	07/13/2020
Wilmington Police Department	0550100307287002032725	200 N Rodney St WILMINGTON, DE 19805-3529	Delmarva Power	07/12/2017	07/13/2020
Wilmington Police Department	0550100312887002032691	1023 W 5th St Wilmington, DE 19805- 3201	Delmarva Power	07/15/2017	07/16/2020
Wilmington Police Department	0550100315777002032664	1315 Connell St WILMINGTON, DE 19805-0000	Delmarva Power	07/15/2017	07/16/2020
Wilmington Police Department	0550100319167002032468	301 Delamore Pl WILMINGTON, DE 19805-3522	Delmarva Power	07/12/2017	07/13/2020
Wilmington Police Department	0550100322607002031609	106 N Harrison St WILMINGTON, DE 19805-3645	Delmarva Power	07/12/2017	07/13/2020
Wilmington Police Department	0550100326907002031523	1701 W 4th St Wilmington, DE 19805- 3547	Delmarva Power	07/15/2017	07/16/2020
Wilmington Police Department	0550100331367002030234	815 N Lincoln St Wilmington, DE 19805- 5319	Delmarva Power	07/25/2017	07/27/2020
Wilmington Police Department	0550100335327002025262	535 N Union St Wilmington, DE 19805- 3027	Delmarva Power	07/12/2017	07/13/2020
Wilmington Police Department	0550103675757002046196	2400 Jessup St Wilmington, DE 19802- 4324	Delmarva Power	07/10/2017	07/09/2020
Wilmington Police Department	0550103684337002046097	2400 Lamotte St Wilmington, DE 19802- 4355	Delmarva Power	07/10/2017	07/09/2020
Wilmington Police Department	0550103689877002046058	900 N Pine St Wilmington, DE 19801- 4003	Delmarva Power	07/25/2017	07/27/2020
Wilmington Police Department	0550103697797002045165	2800 Northeast Blvd Wilmington, DE 19802- 3734	Delmarva Power	07/03/2017	07/02/2020
Wilmington Police Department	0550103941407002045090	2400 N Market St WILMINGTON, DE 19802-4232	Delmarva Power	07/10/2017	07/09/2020
Wilmington Police Department	0550103950067002044969	200 N Franklin St WILMINGTON, DE 19805-3643	Delmarva Power	07/12/2017	07/13/2020
Wilmington Police Department	0550103953527002043576	300 S Van Buren St WILMINGTON, DE 19805-4064	Delmarva Power	07/12/2017	07/13/2020
Wilmington Police Department	0550103957257001991103	Clifford Brown Walk WILMINGTON, DE 19801-0000	Delmarva Power	07/25/2017	07/27/2020

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**BETWEEN MIDAMERICAN AND CITY OF WILMINGTON, DELAWARE**

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## LIST OF CUSTOMER'S PROPERTIES

Customer Name Appearing on Bill	Account Number	Service Address	Delivery Company	Account Estimated Start Date	Account Estimated End Date
Wilmington Police Department	0550103963507001990971	1100 Lombard St Wilmington, DE 19801- 4012	Delmarva Power	07/25/2017	07/27/2020
Wilmington Police Department	0550103967647001954264	500 N Harrison St Wilmington, DE 19805- 3234	Delmarva Power	07/12/2017	07/13/2020
Wilmington Police Department	0550103971687001954218	Conrad St WILMINGTON, DE 19801-0000	Delmarva Power	07/12/2017	07/13/2020
Wilmington Police Department	0550103978467001954032	Race St WILMINGTON, DE 19801-0000	Delmarva Power	07/10/2017	07/09/2020
Wilmington Police Department	0550104221647001952985	400 N Broom St WILMINGTON, DE 19805-3166	Delmarva Power	07/12/2017	07/13/2020
Wilmington Police Department	0550104224127001952230	Lombard St WILMINGTON, DE 19801-0000	Delmarva Power	07/25/2017	07/27/2020
Wilmington Police Department	0550104228347001938009	200 N Dupont St WILMINGTON, DE 19805-0000	Delmarva Power	07/12/2017	07/13/2020
Wilmington Police Department	0550104235197001936546	1000 N Pine St WILMINGTON, DE 19801-0000	Delmarva Power	07/25/2017	07/27/2020
City Of Wilmington Public Work	0550112930937001621992	1504 W 9th St Wilmington, DE 19806	Delmarva Power	07/12/2017	07/13/2020
City Of Wilm Water Quality	0550115314017000523994	1700 N Park Dr Wilmington, DE 19806	Delmarva Power	07/07/2017	07/08/2020
Rock Manor Golf Mgt	0550119035507000295588	1301 Carruthers Ln Wilmington, DE 19803	Delmarva Power	07/06/2017	07/07/2020
City Of Wilm Parks & Rec	0550120570757000896580	300 N Church St Unit C WILMINGTON, DE 19801-0000	Delmarva Power	07/25/2017	07/27/2020
City Of Wilm Water Division	0550120894417000902854	205 Beverly Pl Wilmington, DE 19809	Delmarva Power	07/05/2017	07/06/2020
City of Wilmington	0550122819157000969724	306 Springhill Ave Wilmington, DE 19809	Delmarva Power	07/05/2017	07/06/2020
City of Wilmington	0550123067047000695625	N Locust St Wilmington, DE 19802	Delmarva Power	07/10/2017	07/09/2020
City Of Wilm Parks & Rec	0550124170067000720733	Rosemont Ave Wilmington, DE 19801	Delmarva Power	07/10/2017	07/09/2020
City Of Wilm Parks & Rec	0550125277057000740754	14th Heald St WILMINGTON, DE 19801-0000	Delmarva Power	07/10/2017	07/09/2020

**SCHEDULE A**  
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DATE: May 11, 2017

**PLEASE SELECT APPLICABLE BILLING OPTIONS:**

- ☐ Individual invoices will be mailed to the Service Addresses listed above.
- ☒ Individual invoices will be mailed to the Billing Address listed below for all properties:

Company Name:	City of Wilmington, Delaware
Attention to:	
Title:	
Address:	125 S 84th St ste 175
City, State, Zip:	Millwaukee, WI 53214-1499
Phone No:	
Fax No:	

**NOTICES.** All written notices must be delivered in person, by confirmed telefax, overnight mail or U.S. Mail as follows:

<b>For MidAmerican Energy Services, LLC</b>	
Company Name:	MidAmerican Energy Services, LLC
Attention to:	Electric Contract Administration
Address:	4299 NW Urbandale Drive
City, State, Zip:	Urbandale, IA 50322
Phone No:	(800) 432-8574
Fax No:	(515) 242-4354
E-mail address:	ContractAdmin-Electric@midamericanenergyservices.com

<b>For Customer</b>	
Company Name:	City of Wilmington, Delaware
Attention to:	
Title:	
Address:	800 N French St 6th Flr
City, State, Zip:	Wilmington, DE 19801-3590
Phone No:	(302) 576-3069
Fax No:	
E-mail address:	



**SCHEDULE B**  
**TO THE RETAIL ELECTRIC SUPPLIER AGREEMENT**  
**BETWEEN MIDAMERICAN AND CITY OF WILMINGTON, DELAWARE**  
**ENERGY SERVICES - FIXED/INDEX SUPPLY PRICE**

**DATE:** May 11, 2017

This Schedule B replaces in its entirety any prior Schedule B currently in effect between Customer and MidAmerican, relating to Customer's properties identified on Schedule A, effective on or after the account estimated start date listed on Schedule A, UNLESS the term of a previously executed Schedule B extends beyond the term of this Schedule B or Customer elects option to convert the Variable Price to a Fixed Price. Both parties shall fulfill their obligations through the Term of any executed Schedule B.

**INTERVAL ENERGY USAGE** shall be defined as all metered electric energy in kWh consumed each interval at the Customer's properties, as reported by the Delivery Company, and which shall not be adjusted for transmission and distribution losses. For billing purposes, Interval Energy Usage for Customer's non-interval meters, if any, will be determined by scaling monthly usage to the applicable class profile. Interval Energy Usage for non-interval meters, if any, will be added to interval usage recorded by Customer's interval meters to determine total Interval Energy Usage at the Customer's properties. MidAmerican may estimate Interval Energy Usage in the event of metering equipment malfunctions, based on the Delivery Company information available. MidAmerican does not warrant the accuracy of Delivery Company meter reads. Customer will be billed an amount corresponding to the time period set forth below ("Pricing Period") and will be applied to all the Customer's Interval Energy Usage, as reported by the Delivery Company, for its properties as listed on Schedule A.

**PRICING PERIOD.** The time period set forth below in the Pricing Period ("Pricing Period") corresponds to the Customer's meter reads of the Estimated Start Date and Estimated End Date, as listed on Schedule A.

**ON-PEAK/OFF-PEAK FIXED PRICE.** If Customer elects an On-Peak and Off-Peak Fixed Price, the on-peak and off-peak kWh will be determined using the guidelines set forth in the delivery tariffs. On-peak and off-peak energy usage for Customer's non-interval meters, if any, will be determined by the applicable class profile or existing interval meters. MidAmerican may estimate on-peak and off-peak usage in the event of metering equipment malfunctions.

**FIXED PRICE.** If Customer does not elect an On-Peak/Off-Peak Fixed Price, the Fixed Price will be applied to all usage within the respective Pricing Period.

**VARIABLE PRICE.** The Variable Price per kWh for Interval Energy Usage shall be the associated interval PJM DPL Zone Day Ahead Locational Marginal Price (LMP) (in \$/kWh).

Pricing Period	On-Peak/Off-Peak Fixed Price (\$/kWh)		Fixed Price (\$/kWh)
	On-Peak	Off-Peak	
Jul 2017 - Jul 2020	N/A	N/A	Variable Price + \$0.00050

In addition to the Fixed and/or Variable Price in this Schedule B, MidAmerican will include and Customer will pay the following as additional line items on the monthly invoice, which may be subject to change in accordance with approved tariffs, operating agreements, business protocols and business practices of the Delivery Company, regional transmission organization (RTO), or independent system operator (ISO):

- **Transmission** charges represent all costs associated with providing transmission service as defined by the applicable transmission tariffs, and are based on MidAmerican's incurred costs and on network peak load contributions (where applicable) as furnished by the RTO, ISO, or Delivery Company.
- **Ancillary** charges include all other electric services as required under the applicable tariffs and operating services agreements with the RTO, ISO, or Delivery Company and are based on MidAmerican's incurred costs.
- **Capacity** charges will be assessed based on the locational reliability charge and peak load contribution (where applicable) as provided by the RTO, ISO, or Delivery Company and MidAmerican's incurred costs.
- **Line Losses** charges are based on the combined transmission and delivery tariff loss factors applied to the Fixed Price and/or Variable Price for each account separately.

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DATE: May 11, 2017

Beginning with sales as of June 1, 2012 Delmarva Power and Light Company ("Delmarva") will charge all of its distribution system customers for Renewable Energy Portfolio Standards ("RPS") compliance costs through a non-bypassable charge.

Any future changes in the business practice or business protocols of the Delivery Company, RTO, or ISO; Capacity charges, Ancillary charges or applicable delivery or transmission tariffs that affect the items included in the applicable Transmission charges, Line Loss charges, or Variable Price as defined in this Schedule B, excluding Fixed Price, may be incorporated herein as a separate adjustment as of the effective date on which the change occurs or thereafter.

**CONVERSION TO FIXED PRICING.** Customer has the option to convert the Variable Price above to a Fixed Price at all the properties listed on Schedule A. To exercise this option, both parties must execute a revised Schedule B at least 10 days prior to Customer's earliest normal Delivery Company meter reading date for all properties. If the conversion to a Fixed Price is less than 100% of its Fixed Supply Volume at all of the properties listed on Schedule A, or if the conversion is only for a portion of any existing term, then the pricing and terms on any existing Schedule B shall remain in effect for all properties listed on Schedule A.

**CHANGE IN LAWS.** Costs incurred by MidAmerican after the date of this Schedule, resulting from changes in applicable federal or state law, tariffs or the regulatory interpretation that can be reasonably allocated to Customer, will be billed as an authorized charge or adjustment to prices as defined in the Schedules of this Agreement; provided, however, that this provision shall not affect the Fixed Price. In the event of a change in law, either Party then has the right to terminate this Agreement. MidAmerican maintains the right to terminate this Agreement upon 30 days advance written notice to Customer. In either event, any settlement amount shall be calculated according to the Events of Default; Remedies section of the Agreement. Such changes in applicable federal or state law or tariffs or regulatory interpretation will not be deemed an event of Force Majeure.

**BLENDING AND EXTENDING.** Both Parties will work in good faith during the Term, as amended, to reasonably accommodate and assist Customer with the management of its electricity needs at the Premises. If Customer wants to blend and extend the Agreement's Term (i.e., blending the existing price, on a prospective basis, with a new market based price for a time period extending the term of the existing Agreement), the Parties may elect to "blend and extend" terms and prices that are mutually agreeable (as evidenced in a duly authorized signed writing) to both Parties.

**Term:**

Customer's Term will begin on or after the account estimated start date listed on Schedule A, and unless earlier terminated as provided in the Agreement, will end on or after the account estimated end date listed on Schedule A. **These Schedules, the Retail Electric Supplier Agreement, together with any written supplements thereto and all other Schedules shall form a single integrated agreement (the "Agreement") between MidAmerican and Customer. The parties, by the signatures of their authorized representatives, agree to be bound by all provisions of this Agreement.**

**ELECTRONIC SIGNATURES**

In accordance with federal law, Customer may execute this Agreement electronically, binding the parties to the same degree as a handwritten signature, by using the following process to create an electronic symbol signifying an intent to be legally bound. Customer shall submit electronic signature into signature block with designation of the person's name, date and time of signing. This Agreement shall not be binding on either party until both parties have executed versions of the Agreement, either electronically or via wet signature, that are identical (apart from the electronic execution) and delivered the same to the other party by electronic mail as an attachment.

MidAmerican Energy Services, LLC

City of Wilmington, Delaware

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

ID: 524540

Schedule B Page 2 of 2

Contract Number: \_\_\_\_\_

MES-RESASCH1B 1/1/2017

Offer: 12754

CONFIDENTIAL

**SCHEDULE B**  
**TO THE RETAIL ELECTRIC SUPPLIER AGREEMENT**  
**BETWEEN MIDAMERICAN AND CITY OF WILMINGTON, DELAWARE**  
**ENERGY SERVICES - FIXED/INDEX SUPPLY PRICE**

DATE: May 11, 2017

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_



## MASTER RETAIL ELECTRICITY SUPPLY AGREEMENT

This Master Retail Electricity Supply Agreement ("**Master Agreement**") is entered as of \_\_\_\_\_, 201\_ ("**Effective Date**") by and between <Customer Name> ("**Customer**") and Constellation Energy Services, Inc. and Constellation NewEnergy, Inc. ("**Constellation**"). This Master Agreement hereby incorporates by reference the terms and conditions of the Power Sale Agreement ("**PSA**") entered into by and between Customer and [Constellation NewEnergy, Inc./ Constellation Energy Services, Inc.] effective on \_\_\_\_\_. This Master Agreement, together with the PSA, sets forth the general terms and conditions governing transactions for the purchase and sale of electricity and related products and services for one or more of Customer's accounts (each an "**Account**") as agreed to from time to time (each a "**Transaction**"). Each Transaction shall be evidenced by a pricing schedule, rider or other form of transaction confirmation (each a "**TC**"). Each TC executed pursuant hereto shall constitute part of and shall be subject to this Master Agreement. This Master Agreement and each TC executed pursuant hereto shall constitute a single integrated agreement between the Parties (collectively referred to as the "**Agreement**") The Constellation entity serving as the electricity supplier for any particular Transaction shall be the Constellation entity identified on the TC. Any conflict between the terms and conditions of this Master Agreement and any TC shall be resolved in favor of the TC.

1. **Definitions.** For purpose of the Agreement (including any TCs), the following PSA or prior Confirmation terms at the left are replaced with those Master Agreement terms at the right:

<b>PSA Term</b>	<b>Master Agreement Term</b>
Buyer	Customer
Confirmation	TC
Delivery Period of a Confirmation	Term and/or the duration between the Start Date and the End Date identified on a TC
Delivery Point	For each Account on a TC the interconnect between the ISO's transmission system and the applicable UDC's distribution system.
Event under Section III of the Agreement	Event under Section 9 of the Master Agreement or "Change in Law"
Quantity	All usage associated with the Accounts on the TC, as determined by the UDC and adjusted by Seller to include losses for delivery purposes.
Seller	Constellation
Seller Billing	Dual Billing
Seller Single Bill Billing	CNE Consolidated Billing, Seller Consolidated Billing or Constellation Consolidated Billing
Supplemental Confirmation	Retail Trade Transaction ("RTT") Confirmation
Utility Single Bill Billing	UDC/Utility Consolidated Billing
Utility	UDC or Utility

2. **Billing Election.** Customer will be billed in one of the ways identified in Section IV of the PSA (as redefined above) based on availability and eligibility of Customer's Account(s), which may change from time to time.
3. **Term of TC.** The term of each TC shall commence on or about the date set forth under "Start Date", and end on or about the date set forth under "End Date" in accordance with the terms of this Master Agreement. The actual Start Date is dependent on the UDC successfully enrolling the Account(s) and furnishing Constellation with all necessary information regarding the Account(s) meter read cycle and meter read date(s). The dates set forth in the TC reflect UDC information available at that time or as otherwise estimated by Constellation. The actual meter read dates may occur on or about the dates set forth in the TC. Constellation will use commercially reasonable efforts to begin service to each Account(s) on the actual meter read date on or about the Start Date set forth in a TC. If Constellation is unable to timely enroll an Account, the Start Date will commence on the next regularly scheduled UDC meter read cycle date following successful enrollment. The End Date will remain the same unless extended for a holdover term. Constellation shall not be liable for any failure to enroll or drop an Account by the Start and End Date due to circumstances beyond its control.
4. **Holdover.** If following termination or expiration of a TC (whether in whole or in part), for any reason, some or all of the Accounts remain designated by the UDC as being supplied by Constellation, Constellation may continue to serve such Account(s) on a month-to-month holdover basis. During such holdover term, Constellation will calculate Customer's invoice as follows: (Each Account's metered usage, as adjusted by the applicable line loss factor(s)) *times* (the applicable ISO-published Real Time or Day Ahead Locational Based Marginal Price ("LMP") identified in each TC + the \$/kWh holdover fee set forth in each TC) + (a pass through of all costs and charges incurred by Constellation for the retail supply of electricity to Customer) + Taxes. This Master Agreement will continue to govern the service of such Account(s) during such holdover term. Either Party may terminate the holdover term at any time within its discretion at which time Constellation will drop each Account as of the next possible meter read date to the then-applicable tariff service, whether default service or otherwise.
5. **Confidentiality.** Consistent with applicable regulatory requirements, Constellation will hold in confidence all information obtained by Constellation from Customer related to the provision of services under the Agreement and which concern Customer's energy characteristics and use patterns, except that Customer acknowledges that Constellation may disclose such information to our affiliates and such affiliates' employees, agents, advisors, and independent contractors. Except as otherwise required by law, Customer agrees to keep confidential the terms of our Agreement, including price.

6. **Miscellaneous.** A facsimile or e-mailed copy of either Party's signature will be considered an original for all purposes under the Agreement, and each Party will provide its original signature upon request. Each Party authorizes the other Party to affix an ink or digital stamp of its signature to this Master Agreement and any TC, and agrees to be bound by a document executed in such a manner. The Parties intend that they are legally bound by the terms of each TC from the moment each Party agrees to those terms, whether (i) via e-mail transmission solely by designated authorized persons listed below under the Parties' signature or (ii) via a duly executed, written TC. An authorized person may also name other authorized persons via email. Nothing in the Agreement obligates either Party to enter into a Transaction at any time.
7. **Prior Confirmations.** The Agreement embodies the Parties' entire agreement and understanding, supersedes all prior agreements and understandings (whether written or oral) regarding the subject matter of the Agreement, and may not be contradicted by any prior or contemporaneous oral or written agreement. Notwithstanding the foregoing, any TCs, Confirmations, Exhibits or Pricing Schedules ("Prior Confirmations") entered into prior to the date of this Agreement shall continue to be governed by the agreement pursuant to which such Prior Confirmations were made.
8. **Adoption and Ratification; Constellation Entity.** The Constellation entities not originally a Party to the PSA hereby adopt and ratify the terms thereof, as amended herein. The Constellation entity serving as the electricity supplier for any particular Transaction shall be the Constellation entity identified on the TC. Customer understands and agrees it is entering into this Master Agreement with various Constellation entities. Regardless of the Constellation entity that executes this Master Agreement, an Event of Default by one Constellation entity will not affect a Transaction entered into by a separate Constellation entity under this Master Agreement. Upon an Event of Default by a Constellation entity, Customer may seek a remedy as may be permitted under the Agreement with respect to such Event of Default only from the defaulting Constellation entity. Customer shall not hold, nor attempt to hold, any Constellation entities (including affiliates) liable for the acts, omissions, or breaches of any other Constellation entity. For purposes of determining the rights and obligations of each Party hereunder, Customer and each Constellation entity shall be considered to have entered into an Agreement separate and apart from an Agreement between Customer and any other Constellation entity.

IN WITNESS WHEREOF, the Parties have executed this Master Agreement through their duly authorized representatives as of the date set forth above.

Constellation Energy Services, Inc.

Customer: <Customer Name>

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

Constellation NewEnergy, Inc.

Customer Authorized Persons:

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Email: \_\_\_\_\_  
Phone: \_\_\_\_\_

**Notice address for Constellation entities:**

Address: 1221 Lamar St., Suite 750  
Houston, Texas 77010  
Attention: Contracts Administration  
Facsimile: 888-829-8738  
Telephone: 888-635-0827

**Constellation Authorized Persons:**

Commodities Management Group: 1-800-243-2113; [cmg@constellation.com](mailto:cmg@constellation.com)  
Transaction Group: [emailtransactions@constellation.com](mailto:emailtransactions@constellation.com)



Agreement is Not  
Valid Unless  
Executed by  
Seller

**Constellation Energy Services, Inc.  
Fixed Price Solutions Transaction Confirmation**

This TC is entered into pursuant to and in accordance with a Master Agreement executed on \_\_\_\_\_ by and between Constellation Energy Services, Inc. ("Seller") and **City of Wilmington** ("Customer"), and is subject to all of the provisions, terms and conditions of such Master Agreement. Notwithstanding anything to the contrary, any conflict between this TC and the Master Agreement will be resolved in favor of this TC, but only with respect to the Account(s) listed on this TC. This TC supersedes all prior agreements and understandings with respect to the Account(s), and may not be contradicted by any prior or contemporaneous oral or written agreement. Capitalized terms used herein but not defined will have the meanings ascribed to them in the Master Agreement.

**Price Terms.** The prices contained in the Account Schedule include all the costs listed below as "Fixed", meaning that they will remain constant for the existing term of this TC and may only be subject to change as a result of a Change in Law as described in the Master Agreement. Costs listed below as "Passed Through" means that charges for these costs will change during the existing term of this TC to the extent the related charges vary for any reason. At any time during the term of this TC, Customer may request the purchase of renewable energy certificates in an amount equal to a prescribed percentage of Customer's load volume by entering into one or more Retail Trade Transactions ("RTTs"), which shall be evidence by a fully executed RTT Confirmation and be incorporated herein.

**Cost Components.** Each of the items listed as "Fixed" below is included in Customer's contract prices as set forth in the Account Schedule. For each of the items listed as "Passed Through" below, Customer will be charged the costs associated with the line item in accordance with the definitions of each item in Section 1.1, Definitions.

Energy Costs	Fixed
Ancillary Services And Other ISO Costs	Fixed
Auction Revenue Rights Credits	Fixed
Capacity Costs	Fixed
Transmission Costs	Price Adjustment
Transmission Loss Credits	Fixed
Line Loss Costs	Fixed
FERC Order 745 Costs	Fixed
Balancing Congestion Costs	Passed Through

The contract prices contained in the Account Schedule include credit costs and margin but does not include any Renewable Portfolio Standards Costs as such costs will be separately stated on Customer's monthly invoice. Any applicable RMR Costs are also included in the contract prices. Except in the case of Transmission Costs, all other costs listed above as "Fixed" may be subject to a change as a result of a Change in Law as described in the Master Agreement. "Price Adjustment" means that Seller has included these costs in Customer's contract price at current prices and quantities but that Seller will pass through any future incremental changes in Customer's Transmission Costs, upward or downward based on changes in prices.

**Adding and Deleting Accounts.** Seller grants Customer the right to add one or more new Account(s) to this TC ("Add"), not to exceed 10% of the actual total historical monthly kilowatt-hours consumption reported to Seller for the immediately preceding yearly period prior to the Start Date herein or in the case of Account(s) that did not receive electricity in the prior year period, Seller's good-faith estimate of the anticipated monthly consumption for such Account(s). In addition, Seller grants Customer the right to delete Account(s) already a part of this TC ("Delete"), up to 10% of the actual total historical monthly kilowatt-hours consumption reported to Seller for the immediately preceding yearly period prior to the Start Date herein. In no event will Customer be allowed to net Add(s) against Delete(s) to exceed these 10% caps. In each case, any Add or Delete will only be allowed if: (i) such Add/Delete(s) are done in the ordinary course of Customer's business and not for economic reasons, (ii) there is no un-remedied default by Customer; (iii) any Account to be added is located within the Utility service territory currently being served by Seller under this TC. For any Add(s) that exceed 10% of the actual total historical monthly kilowatt-hours consumption reported to Seller for the immediately preceding yearly

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period prior to the Start Date herein or that are requested after these allowances have been met, Customer and Seller will enter into good faith negotiations to add the Account(s) at the then current market rate.

**Billing.** Customer's Account(s) will be billed as follows per the Master Agreement UDC Consolidated Billing.

#### Section 1.1. Definitions.

**"Ancillary Services And Other ISO Costs"** means for any billing period the applicable charges regarding ancillary services as set forth in the applicable ISO Open Access Transmission Tariff ("OATT") and for other ISO costs not otherwise included in any of the defined cost components in this TC. Seller will reasonably determine an Account's monthly Ancillary Services And Other ISO Costs based on the Account's \$/kWh share of cost for Ancillary Services And Other ISO Costs or otherwise reasonable allocation method as Seller may determine from time to time based on how Ancillary Services And Other ISO Costs are assessed by the ISO.

**"Auction Revenue Rights Credits"** means revenue credits resulting from the annual financial transmission rights auction conducted by the ISO that are applicable with respect to transmission peak load contribution. If Auction Revenue Rights Credits are "Passed Through", such credits shall be reasonably calculated by Seller as the monthly product of the (i) total Auction Revenue Rights Credits expressed in dollars per planning year for the applicable zone, as published by the ISO; divided by (ii) the total Network Service Peak Load for such zone, as published by the ISO; divided by (iii) the number of days in the applicable planning year; multiplied by (iv) by an Account's applicable Network Service Peak Load; multiplied by (v) the number of days in the billing period or such other reasonable calculation method applied by Seller.

**"Balancing Congestion Costs"** means any costs or charges imposed by the ISO in complying with the Federal Energy Regulatory Commission's Order on Rehearing and Compliance regarding Docket Nos. EL16-6-002, EL16-6-003 and ER16-121-001 (January 31, 2017).

**"Capacity Costs"** means a charge for fulfilling the capacity requirements for the Account(s) imposed by the ISO or otherwise. Capacity Costs includes, but is not limited to, the cost for procuring Capacity Performance resources (as currently required and defined by the ISO) in accordance with the provisions of Federal Energy Regulatory Commission Order on Proposed Tariff Revisions (Docket No. ER15-623-000, et al, issued June 9, 2015).

**"Covered Bandwidth"** does not apply to this TC.

**"Energy Costs"** means a charge for the cost items included in the Locational Marginal Price for the ISO residual zone identified in the Account Schedule

**"FERC Order 745 Costs"** means any costs or charges imposed by the ISO in accordance with complying with the provisions of Federal Energy Regulatory Commission ("FERC") in Order No. 745 18 CFR Part 35 (March 15, 2011). Any modifications or conditions to the treatment of FERC Order 745 Costs under the ISO tariff or otherwise shall be deemed a Change in Law pursuant to the Change in Law Section of the Master Agreement

**"Holdover Fee"** means a cost of \$.005250 per kWh in the holdover rate.

**"Line Loss Costs"** means the costs (to the extent not already captured in the applicable Energy Costs) applicable to each Account based on the kWh difference between the UDC metered usage and the ISO settlement volumes. If Line Loss Costs are "Fixed", the Line Loss Costs are included in the Energy Costs and will not be invoiced as a separate line item. If Line Loss Costs are "Passed Through", the Line Loss Costs will be invoiced as a separate line item and calculated based on the applicable fixed price or locational marginal price for the corresponding usage.

**"LMP" or "Holdover Market Price"** means the ISO-published Day Ahead locational based marginal price for the ISO residual zone applicable to each Account expressed in \$/kWh. Such prices are published hourly or sub-hourly depending on the ISO.

**"Non Time Of Use" or "NTOU"** means all hours of each day.

**"Off Peak"** means all hours other than UDC Peak hours.

**"Payment Date"** means the date twenty (20) days following the invoice date, by which Customer's payment to Seller is due without offset or reduction of any kind.

**"Peak"** means the hours designated as peak from time to time by the UDC.

**"Pricing Schedule"** means "Transaction Confirmation" or "TC".

**"Renewable Portfolio Standards Costs"** means the costs associated with meeting renewable portfolio standards costs at the levels required by currently applicable Law. If Renewable Portfolio Standards Costs are not included in the contract price, such costs for a particular month will be the product of (i) the Monthly RPS Price; and (ii) an Account's monthly kWh usage. The Monthly RPS Price is the price of renewable portfolio standards compliance for the Account, for a particular month, fixed by reference to the renewable portfolio standards forward price curve for the state where the Account is located.

**"RMR Costs" or "Reliability-Must-Run Costs"** means the generation deactivation charges and other such charges, if any, imposed by the ISO on load served in a particular load zone to recover the cost for any generation units that plan to retire but are required by the ISO to run for reliability purposes beyond their intended retirement date, in accordance with the applicable ISO rules and OATT provisions.

**"Transmission Costs"** means the charge for Network Transmission Service and Transmission Cost Enhancement Charges, each as identified in the applicable OATT Tariff for the provision of transmission service by the ISO within the UDC's service territory.

**"Transmission Loss Credits"** means the credit amounts applicable to the Accounts under the ISO's marginal loss construct.

**"Utility"** means the "local electricity distribution company" or "UDC".

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**Section 2.1. Initial Term.** With respect to each Account set forth in the Account Schedule below, electricity supply shall commence on or about the date set forth under "Start Date", and end on or about the date set forth under "End Date" in accordance with the terms of the Agreement. Service may be extended for a holdover term as described in the Master Agreement.

**Section 2.2. Seller and UDC Contact Information.** Customer may contact Seller regarding its invoice or other matters concerning this TC at Seller's Customer Service Department by toll-free telephone at 800-536-0151, or email at CustomerCare@Constellation.com. **CUSTOMER AGREES TO CONTACT ITS UDC IN THE EVENT OF A POWER OUTAGE OR OTHER ELECTRICITY RELATED EMERGENCY AT THE FOLLOWING TELEPHONE NUMBERS:**

UDC Name	UDC Abbreviation	Contact Numbers
Delmarva Power & Light Company - DE	DPL-DE	1-800-898-8042

Additional information may be obtained by contacting the Delaware Public Service Commission at (302) 739-4247, 861 Silver Lake Boulevard, Cannon Building, Ste 100, Dover, DE 19904.

**Section 2.3. Consumer Protections, State Public Utility Commission, and UDC Information.** If Customer is a Delaware consumer, Customer acknowledges Consumer Protection Order No. 7078, and to the extent they can be waived under applicable law, Customer affirmatively waives those protections, including but not limited to evergreen or automatic renewal requirements, "wet" signature requirements, price comparison guidelines, second notice for renewals requirement, itemization of services requirements, minimum use requirements, unit pricing requirements, deposit notifications, and termination and price change notice requirements, except to the extent specifically provided for herein. If there is any conflict between this Agreement and the referenced orders or tariffs, Customer agrees that this Agreement shall control to the extent permissible under applicable law. Customer warrants and represents that for Delaware Account(s) located in the Pepco service territory, monthly usage exceeds 3,500 kWh, and for Delaware Account(s) located in the Delaware Electricity Cooperative service territory, maximum average peak load exceeds 50 kilowatts. In either case, Customer represents that electricity supplied hereunder is not for use at a residence.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.]

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Each Party has caused this Transaction Confirmation to be executed by its authorized representative on the respective dates written below.

Constellation Energy Services, Inc.

Customer: City of Wilmington

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name:

Title:

Address: 1221 Lamar St Suite 750  
Houston, TX 77010  
Attn: Contracts Administration

Fax: 888-829-8738

Phone: 800-536-0151

Printed Name:

Title:

Date:

Address: 800 N FRENCH ST FL 5  
5TH FL  
WILMINGTON, DE 198013590

Fax:

Phone:

Email:

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Errors and omissions excepted. Std. Transaction Confirmation Rev Jan-29-2016 (21a)

Sales Rep: Janice Martorano G161371.248735.0 Printed: 5/30/2017

**ACCOUNT SCHEDULE:****For: City of Wilmington****The Pricing set forth below is only valid until 5:00 PM Eastern Prevailing Time on May 30, 2017****Seller shall have no obligation to enroll or supply electricity to any account(s) that are not identified on the Account Schedule below.****Please verify that your specific information is COMPLETE and ACCURATE.****Your review and acceptance of this information will help ensure accurate future invoices***Notes: Accounts and Service Addresses listed in the Account(s) Schedule may be updated or replaced with a new account number issued by the UDC, ISO or other entity.*

No. of Service Accounts: 113

UDC	UDC Account Number	Service Address	Start Date	End Date	Energy Price Non TOU (\$/kWh)
DPL-DE	0500088565317000695722	151 HAY RD, WILMINGTON, DE 198093508	07/08/17	07/04/19	\$0.05472
DPL-DE	0550003923697000705283	1000 E 11TH ST, WILMINGTON, DE 19801	07/07/17	07/02/19	\$0.05472
DPL-DE	0550004451757000712450	300 N WALNUT ST, WILMINGTON, DE 198013973	07/10/17	07/11/19	\$0.05472
DPL-DE	0550005527987001223755	SHIPLEY ST, WILMINGTON, DE 198103251	07/19/17	07/22/19	\$0.05472
DPL-DE	0550006498187000225528	700 N Poplar St, WILMINGTON, DE 19801	07/19/17	07/22/19	\$0.05472
DPL-DE	0550006498597000521562	Garden Of Eden Rd, Wilmington, DE 19803	07/09/17	07/07/19	\$0.05472
DPL-DE	0550011963147001052068	500 Campbell Rd, WILMINGTON, DE 198072014	07/09/17	07/10/19	\$0.05472
DPL-DE	0550012434057000159764	1611 FOULK RD, WILMINGTON, DE 198032731	07/06/17	07/01/19	\$0.05472
DPL-DE	0550013174077000385387	500 SWEDES LANDING RD, WILMINGTON, DE 198014417	07/19/17	07/22/19	\$0.05472
DPL-DE	0550014101117000855124	3151 Kennett Pike, WILMINGTON, DE 198073044	07/10/17	07/11/19	\$0.05472
DPL-DE	0550014408527000234379	333 E 30th St, WILMINGTON, DE 198023201	07/08/17	07/04/19	\$0.05472
DPL-DE	0550015396467000443904	N LOMBARD ST, WILMINGTON, DE 19801	07/19/17	07/22/19	\$0.05472
DPL-DE	0550015540097001508416	900 N Market St, WILMINGTON, DE 198013022	07/10/17	07/11/19	\$0.05472
DPL-DE	0550016355927000468052	FRONT AND CHURCH ST, WILMINGTON, DE 198015016	07/19/17	07/22/19	\$0.05472
DPL-DE	0550016847237000305191	2200 Tatnall St, WILMINGTON, DE 198024142	07/08/17	07/04/19	\$0.05472
DPL-DE	0550020261557000589745	E 7TH ST, WILMINGTON, DE 19801	07/19/17	07/22/19	\$0.05472
DPL-DE	0550021736767000643480	800 N King St, WILMINGTON, DE 198013550	07/19/17	07/22/19	\$0.05472
DPL-DE	0550024104257001212230	S MADISON ST, WILMINGTON, DE 19801	07/12/17	07/15/19	\$0.05472

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DPL-DE	0550024107487001749314	200 N MARKET ST, WILMINGTON, DE 198012528	07/19/17	07/22/19	\$0.05472
DPL-DE	0550024111007001748365	400 N MARKET ST, WILMINGTON, DE 198013003	07/19/17	07/22/19	\$0.05472
DPL-DE	0550024114077001754357	WALNUT ST, WILMINGTON, DE 19801	07/19/17	07/22/19	\$0.05472
DPL-DE	0550024662867000885816	232 N ADAMS ST, WILMINGTON, DE 198012330	07/05/17	07/08/19	\$0.05472
DPL-DE	0550030105217000435403	MADISON ST, WILMINGTON, DE 19801	07/12/17	07/15/19	\$0.05472
DPL-DE	0550030448847001990894	TALLEY RD, WILMINGTON, DE 19803	07/30/17	06/30/19	\$0.05472
DPL-DE	0550031328877000581985	601 W 34th St, WILMINGTON, DE 19802	07/07/17	07/02/19	\$0.05472
DPL-DE	0550031755487000511428	MADISON ST, WILMINGTON, DE 19801	07/05/17	07/08/19	\$0.05472
DPL-DE	0550032042807000986378	101 S MARKET ST, WILMINGTON, DE 198015201	07/19/17	07/22/19	\$0.05472
DPL-DE	0550032501197000996910	E 7TH ST, WILMINGTON, DE 19801	07/19/17	07/22/19	\$0.05472
DPL-DE	0550032767597001005643	400 New Castle Ave, WILMINGTON, DE 198015818	07/19/17	07/22/19	\$0.05472
DPL-DE	0550033344347001292304	804 N Market St, WILMINGTON, DE 198013011	07/19/17	07/22/19	\$0.05472
DPL-DE	0550034136187001732996	WASHINGTON ST, WILMINGTON, DE 19801	07/12/17	07/15/19	\$0.05472
DPL-DE	0550034947907000666148	E Matson Run Pkwy, WILMINGTON, DE 19802	07/07/17	07/02/19	\$0.05472
DPL-DE	0550035444047001476143	4131 NEW CASTLE AVE, NEW CASTLE, DE 197201449	07/19/17	07/22/19	\$0.05472
DPL-DE	0550035582557001733048	JUSTISON ST, WILMINGTON, DE 19801	07/12/17	07/15/19	\$0.05472
DPL-DE	0550036654727000171845	E 11TH ST, WILMINGTON, DE 19801	07/19/17	07/22/19	\$0.05472
DPL-DE	0550043836207000945676	1043 CLIFFORD BROWN WALK, WILMINGTON, DE 198013427	07/19/17	07/22/19	\$0.05472
DPL-DE	0550052593167001178822	1450 NEW YORK AVE, WILMINGTON, DE 198015826	07/18/17	07/21/19	\$0.05472
DPL-DE	0550052598457000275486	THATCHER ST, WILMINGTON, DE 19802	07/08/17	07/04/19	\$0.05472
DPL-DE	0550052977387001646320	333 E 30TH ST, WILMINGTON, DE 198023201	07/10/17	07/04/19	\$0.05472
DPL-DE	0550053221147001880331	701 W 34TH ST, WILMINGTON, DE 198022661	07/07/17	07/02/19	\$0.05472
DPL-DE	0550053223797001874451	2100 W 16TH ST, WILMINGTON, DE 198062416	07/09/17	07/10/19	\$0.05472
DPL-DE	0550053226767001873502	S MADISON ST, WILMINGTON, DE 19801	07/12/17	07/15/19	\$0.05472
DPL-DE	0550053231127001873479	620 S BROOM ST, WILMINGTON, DE 19805	07/12/17	07/15/19	\$0.05472

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DPL-DE	0550053246567001680624	BAYNARD BLVD, WILMINGTON, DE 19802	07/07/17	07/02/19	\$0.05472
DPL-DE	0550053247147001680433	CLEVELAND AVE, WILMINGTON, DE 19805	07/10/17	07/11/19	\$0.05472
DPL-DE	0550055298907000377105	1100 N MARKET ST, WILMINGTON, DE 198011243	07/08/17	07/04/19	\$0.05472
DPL-DE	0550056735737000798821	505 N MARKET ST, WILMINGTON, DE 198013004	07/19/17	07/22/19	\$0.05472
DPL-DE	0550057450827000248412	WOODLAWN AVE, WILMINGTON, DE 19802	07/10/17	07/11/19	\$0.05472
DPL-DE	0550059557237001227262	1500 W 9th St., WILMINGTON, DE 198064602	07/05/17	07/08/19	\$0.05472
DPL-DE	0550067643147001073274	WALNUT GREEN RD, WILMINGTON, DE 19801	07/09/17	07/10/19	\$0.05472
DPL-DE	0550070257647000705454	1001 N WEST ST, WILMINGTON, DE 19801	07/08/17	07/04/19	\$0.05472
DPL-DE	0550070733437001182298	200 S WEST ST, WILMINGTON, DE 19801	07/12/17	07/15/19	\$0.05472
DPL-DE	0550070847957000186164	501 N Madison St, WILMINGTON, DE 198012060	07/05/17	07/08/19	\$0.05472
DPL-DE	0550071580377000484523	1814 Gilpin Ave, Wilmington, DE 198062306	07/09/17	07/10/19	\$0.05472
DPL-DE	0550071610317000735887	400 W 2nd St, WILMINGTON, DE 198012423	07/08/17	07/04/19	\$0.05472
DPL-DE	0550073180787000310126	BAYNARD BLVD, WILMINGTON, DE 19802	07/07/17	07/02/19	\$0.05472
DPL-DE	0550073190277000560187	201 WEST ST, WILMINGTON, DE 19801	07/08/17	07/04/19	\$0.05472
DPL-DE	0550073197467000560228	MLK BLVD, WILMINGTON, DE 19801	07/12/17	07/15/19	\$0.05472
DPL-DE	0550073201577000560255	MLK BLVD, WILMINGTON, DE 19801	07/12/17	07/15/19	\$0.05472
DPL-DE	0550073207857001830113	PROSPECT RD PUMP, WILMINGTON, DE 19805	07/12/17	07/15/19	\$0.05472
DPL-DE	0550081142947001027013	6 NEWARK UNION PUBLIC RD, WILMINGTON, DE 198034122	07/30/17	06/30/19	\$0.05472
DPL-DE	0550086704107000032472	MLK BLVD, WILMINGTON, DE 19801	07/12/17	07/15/19	\$0.05472
DPL-DE	0550086707097000032503	MARYLAND AVE, WILMINGTON, DE 19801	07/12/17	07/15/19	\$0.05472
DPL-DE	0550089739707000602125	1013 CLIFFORD BROWN WALK, WILMINGTON, DE 198013427	07/19/17	07/22/19	\$0.05472
DPL-DE	0550090862447000536674	3067 NEW CASTLE AVE, NEW CASTLE, DE 19720	07/19/17	07/22/19	\$0.05472
DPL-DE	0550090888287000081320	1332 E 12th St, WILMINGTON, DE 198025316	07/08/17	07/04/19	\$0.05472
DPL-DE	0550092384727000579820	101 E 16th St, WILMINGTON, DE 198013111	07/19/17	07/22/19	\$0.05472
DPL-DE	0550092650467000586909	N KING ST, WILMINGTON, DE 19801	07/19/17	07/21/19	\$0.05472

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DPL-DE	0550093136307000116712	6 W 4TH ST, WILMINGTON, DE 198012202	07/08/17	07/04/19	\$0.05472
DPL-DE	0550093656487000064011	3104 MILLER RD, WILMINGTON, DE 19802	07/07/17	07/02/19	\$0.05472
DPL-DE	0550094120367000616726	New Castle Ave, WILMINGTON, DE 19801	07/19/17	07/22/19	\$0.05472
DPL-DE	0550094382707000619445	8TH & KIRKWOOD ST, WILMINGTON, DE 19801	07/19/17	07/22/19	\$0.05472
DPL-DE	0550094388587000619470	CLIFFORD BROWN BLVD, WILMINGTON, DE 19801	07/19/17	07/22/19	\$0.05472
DPL-DE	0550094394767000619518	SPRUCE ST, WILMINGTON, DE 19801	07/19/17	07/22/19	\$0.05472
DPL-DE	0550095134377000636421	900 New Castle Ave, NEW CASTLE, DE 197203638	07/19/17	07/22/19	\$0.05472
DPL-DE	0550095554207000645745	101 E 16th St, Wilmington, DE 198013111	07/19/17	07/22/19	\$0.05472
DPL-DE	0550098102477000056261	220 N Union St, WILMINGTON, DE 198053437	07/05/17	07/08/19	\$0.05472
DPL-DE	0550098137127000198343	TOWER DR, WILMINGTON, DE 19806	07/09/17	07/10/19	\$0.05472
DPL-DE	0550098507067000206255	1100 DELAWARE AVE, WILMINGTON, DE 198064706	07/09/17	07/10/19	\$0.05472
DPL-DE	0550099072827000155493	700 N Dupont Rd, WILMINGTON, DE 198041004	07/10/17	07/11/19	\$0.05472
DPL-DE	0550100301407001068902	500 N SCOTT ST, WILMINGTON, DE 198053020	07/05/17	07/08/19	\$0.05472
DPL-DE	0550100304137002032766	601 N FRANKLIN ST, WILMINGTON, DE 198053228	07/05/17	07/08/19	\$0.05472
DPL-DE	0550100307287002032725	200 N RODNEY ST, WILMINGTON, DE 198053529	07/05/17	07/08/19	\$0.05472
DPL-DE	0550100312887002032691	1023 W 5TH ST, WILMINGTON, DE 198053201	07/10/17	07/11/19	\$0.05472
DPL-DE	0550100315777002032664	1315 CONNELL ST, WILMINGTON, DE 19805	07/10/17	07/11/19	\$0.05472
DPL-DE	0550100319167002032468	301 DELAMORE PL, WILMINGTON, DE 198053522	07/05/17	07/08/19	\$0.05472
DPL-DE	0550100322607002031609	106 N HARRISON ST, WILMINGTON, DE 198053645	07/05/17	07/08/19	\$0.05472
DPL-DE	0550100326907002031523	1701 W 4TH ST, WILMINGTON, DE 198053547	07/10/17	07/11/19	\$0.05472
DPL-DE	0550100335327002025262	535 N UNION ST, WILMINGTON, DE 198053027	07/05/17	07/08/19	\$0.05472
DPL-DE	0550103675757002046196	2400 JESSUP ST, WILMINGTON, DE 198024324	07/08/17	07/04/19	\$0.05472
DPL-DE	0550103684337002046097	2400 LAMOTTE ST, WILMINGTON, DE 198024355	07/08/17	07/04/19	\$0.05472
DPL-DE	0550103689877002046058	900 N PINE ST, WILMINGTON, DE 198014003	07/19/17	07/22/19	\$0.05472
DPL-DE	0550103941407002045090	2400 N MARKET ST, WILMINGTON, DE 198013022	07/08/17	07/04/19	\$0.05472

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DPL-DE	0550103950067002044969	200 N FRANKLIN ST, WILMINGTON, DE 198053643	07/05/17	07/08/19	\$0.05472
DPL-DE	0550103953527002043576	300 S VANBUREN ST, WILMINGTON, DE 198054064	07/05/17	07/08/19	\$0.05472
DPL-DE	0550103957257001991103	CLIFFORD BROWN WALK, WILMINGTON, DE 19801	07/19/17	07/22/19	\$0.05472
DPL-DE	0550103963507001990971	1100 N LOMBARD ST, WILMINGTON, DE 198014006	07/19/17	07/22/19	\$0.05472
DPL-DE	0550103967647001954264	500 N HARRISON ST, WILMINGTON, DE 198053234	07/05/17	07/08/19	\$0.05472
DPL-DE	0550103971687001954218	CONRAD ST, WILMINGTON, DE 19801	07/05/17	07/08/19	\$0.05472
DPL-DE	0550103978467001954032	RACE ST, WILMINGTON, DE 19801	07/08/17	07/04/19	\$0.05472
DPL-DE	0550104221647001952985	400 N BROOM ST, WILMINGTON, DE 198053166	07/05/17	07/08/19	\$0.05472
DPL-DE	0550104224127001952230	LOMBARD ST, WILMINGTON, DE 19801	07/19/17	07/22/19	\$0.05472
DPL-DE	0550104228347001938009	200 N DUPONT ST, WILMINGTON, DE 19805	07/05/17	07/08/19	\$0.05472
DPL-DE	0550104235197001936546	1000 N PINE ST, WILMINGTON, DE 198014032	07/19/17	07/22/19	\$0.05472
DPL-DE	0550112930937001621992	1504 W 9TH ST, WILMINGTON, DE 198064602	07/05/17	07/08/19	\$0.05472
DPL-DE	0550115314017000523994	1700 N PARK DR, WILMINGTON, DE 198062117	07/07/17	07/02/19	\$0.05472
DPL-DE	0550119035507000295588	1301 CARRUTHERS LN, WILMINGTON, DE 198034601	07/06/17	07/01/19	\$0.05472
DPL-DE	0550120570757000896580	300 N CHURCH ST UNIT C, WILMINGTON, DE 198015023	07/19/17	07/22/19	\$0.05472
DPL-DE	0550120894417000902854	205 BEVERLY PL, WILMINGTON, DE 198092905	07/30/17	06/30/19	\$0.05472
DPL-DE	0550122819157000969724	306 SPRINGHILL AVE, WILMINGTON, DE 198093144	07/30/17	06/30/19	\$0.05472
DPL-DE	0550123067047000695625	N LOCUST ST, WILMINGTON, DE 19802	07/08/17	07/04/19	\$0.05472
DPL-DE	0550124170067000720733	ROSEMONT AVE, WILMINGTON, DE 19801	07/08/17	07/04/19	\$0.05472
DPL-DE	0550125277057000740754	14TH & HEALD ST, WILMINGTON, DE 19801	07/08/17	07/04/19	\$0.05472

TO ACCEPT THE PRICING ABOVE, PLEASE FAX A SIGNED COPY OF THIS AGREEMENT TO SELLER AT 888-829-8738.

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Agreement is Not  
Valid Unless  
Executed by  
Seller

**Constellation Energy Services, Inc.  
Index Plus Block Solutions Transaction Confirmation**

This TC is entered into pursuant to and in accordance with a Master Agreement executed on \_\_\_\_\_ by and between Constellation Energy Services, Inc. ("Seller") and City of Wilmington ("Customer"), and is subject to all of the provisions, terms and conditions of such Master Agreement. Notwithstanding anything to the contrary, any conflict between this TC and the Master Agreement will be resolved in favor of this TC, but only with respect to the Account(s) listed on this TC. This TC supersedes all prior agreements and understandings with respect to the Account(s), and may not be contradicted by any prior or contemporaneous oral or written agreement. Capitalized terms used herein but not defined will have the meanings ascribed to them in the Master Agreement.

**Price Terms.** The prices contained in the Account Schedule include all the costs listed below as "Fixed", meaning that they will remain constant for the existing term of this TC and may only be subject to change as a result of a Change in Law as described in the Master Agreement. Costs listed below as "Passed Through" means that charges for these costs will change during the existing term of this TC if and as the related charges vary for any reason. Seller will pass through Energy Costs using the market index prices based on the hourly (or sub-hourly in some markets) day ahead locational marginal price for the ISO residual zone applicable to each Account identified in the Account Schedule. At any time during the term of this TC, the Parties may enter into one or more Retail Trade Transactions ("RTTs"), which shall be evidenced by a fully executed RTT Confirmation. Such RTTs may cover the purchase of: (1) blocks of electricity to fix Customer's price for energy for a fixed hourly amount of power (an "Electric Block"); and (2) renewable energy certificates in an amount equal to a prescribed percentage of Customer's load volume. The Electric Block RTT Confirmation will specify the hourly amount of power, the hours of the day and days of the week in which the power will be delivered, and the specific residual zone in which the power will be delivered. If the electricity needs of Customer's Account are less than the Electric Block in any hour (or sub-hour in some markets), Seller shall settle the unused Electric Block volumes at the difference between the price of the Electric Block and the day ahead locational marginal price. If the electricity needs of Customer's Account exceed the Electric Block electricity in any hour (or sub-hour in some markets), Seller shall invoice Customer for any excess usage at the day ahead locational marginal price. Notwithstanding the foregoing, nothing in this Agreement shall relieve Customer from its obligation to pay for the entire volume of all Electric Blocks.

**Cost Components.** Each of the items listed as "Fixed" below is included in Customer's contract prices as set forth in the Account Schedule. For each of the items listed as "Passed Through" below, Customer will be charged the costs associated with the line item in accordance with the definitions of each item in Section 1.1, Definitions.

Energy Costs	Passed Through
Ancillary Services And Other ISO Costs	Fixed
Auction Revenue Rights Credits	Fixed
Capacity Costs	Passed Through
Transmission Costs	Passed Through
Transmission Loss Credits	Fixed
Line Loss Costs	Passed Through
FERC Order 745 Costs	Fixed
Balancing Congestion Costs	Passed Through

The contract prices contained in the Account Schedule include credit costs and margin but does not include any Renewable Portfolio Standards Costs as such costs will be separately stated on Customer's monthly invoice. Any applicable RMR Costs are also included in the contract prices. Except in the case of Transmission Costs, all other costs listed above as "Fixed" may be subject to a change as a result of a Change in Law as described in the Master Agreement.

**Adding and Deleting Accounts.** Seller grants Customer the right to add one or more new Account(s) to this TC ("Add"), not to exceed 10% of the actual total historical monthly kilowatt-hours consumption reported to Seller for the immediately preceding yearly period prior to the Start Date herein or in the case of Account(s) that did not receive electricity in the prior year period, Seller's good-faith estimate of the anticipated monthly

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consumption for such Account(s). In addition, Seller grants Customer the right to delete Account(s) already a part of this TC ("Delete"), up to 10% of the actual total historical monthly kilowatt-hours consumption reported to Seller for the immediately preceding yearly period prior to the Start Date herein. In no event will Customer be allowed to net Add(s) against Delete(s) to exceed these 10% caps. In each case, any Add or Delete will only be allowed if: (i) such Add/Delete(s) are done in the ordinary course of Customer's business and not for economic reasons, (ii) there is no un-remedied default by Customer; (iii) any Account to be added is located within the Utility service territory currently being served by Seller under this TC. For any Add(s) that exceed 10% of the actual total historical monthly kilowatt-hours consumption reported to Seller for the immediately preceding yearly period prior to the Start Date herein or that are requested after these allowances have been met, Customer and Seller will enter into good faith negotiations to add the Account(s) at the then current market rate.

**Billing.** Customer's Account(s) will be billed as follows per the Master Agreement: UDC Consolidated Billing.

### Section 1.1. Definitions.

**"Ancillary Services And Other ISO Costs"** means for any billing period the applicable charges regarding ancillary services as set forth in the applicable ISO Open Access Transmission Tariff ("OATT") and for other ISO costs not otherwise included in any of the defined cost components in this TC. Seller will reasonably determine an Account's monthly Ancillary Services And Other ISO Costs based on the Account's \$/kWh share of cost for Ancillary Services And Other ISO Costs or otherwise reasonable allocation method as Seller may determine from time to time based on how Ancillary Services And Other ISO Costs are assessed by the ISO.

**"Auction Revenue Rights Credits"** means revenue credits resulting from the annual financial transmission rights auction conducted by the ISO that are applicable with respect to transmission peak load contribution. If Auction Revenue Rights Credits are "Passed Through", such credits shall be reasonably calculated by Seller as the monthly product of the (i) total Auction Revenue Rights Credits expressed in dollars per planning year for the applicable zone, as published by the ISO; divided by (ii) the total Network Service Peak Load for such zone, as published by the ISO; divided by (iii) the number of days in the applicable planning year; multiplied by (iv) by an Account's applicable Network Service Peak Load; multiplied by (v) the number of days in the billing period or such other reasonable calculation method applied by Seller.

**"Balancing Congestion Costs"** means any costs or charges imposed by the ISO in complying with the Federal Energy Regulatory Commission's Order on Rehearing and Compliance regarding Docket Nos. EL16-6-002, EL16-6-003 and ER16-121-001 (January 31, 2017).

**"Capacity Costs"** means a charge for fulfilling the capacity requirements for the Account(s) imposed by the ISO or otherwise. Capacity Costs includes, but is not limited to, the cost for procuring Capacity Performance resources (as currently required and defined by the ISO) in accordance with the provisions of Federal Energy Regulatory Commission Order on Proposed Tariff Revisions (Docket No. ER15-623-000, et al, issued June 9, 2015).

**"Covered Bandwidth"** does not apply to this TC.

**"Energy Costs"** means a charge for the cost items included in the Locational Marginal Price for the ISO residual zone identified in the Account Schedule

**"FERC Order 745 Costs"** means any costs or charges imposed by the ISO in accordance with complying with the provisions of Federal Energy Regulatory Commission ("FERC") in Order No. 745 18 CFR Part 35 (March 15, 2011). Any modifications or conditions to the treatment of FERC Order 745 Costs under the ISO tariff or otherwise shall be deemed a Change in Law pursuant to the Change in Law Section of the Master Agreement.

**"Holdover Fee"** means a cost of \$.005250 per kWh in the holdover rate.

**"Line Loss Costs"** means the costs (to the extent not already captured in the applicable Energy Costs) applicable to each Account based on the kWh difference between the UDC metered usage and the ISO settlement volumes. If Line Loss Costs are "Fixed", the Line Loss Costs are included in the Energy Costs and will not be invoiced as a separate line item. If Line Loss Costs are "Passed Through", the Line Loss Costs will be invoiced as a separate line item and calculated based on the applicable fixed price or locational marginal price for the corresponding usage.

**"LMP" or "Holdover Market Price"** means the ISO-published Day Ahead locational based marginal price for the ISO residual zone applicable to each Account expressed in \$/kWh. Such prices are published hourly or sub-hourly depending on the ISO.

**"Non Time Of Use" or "NTOU"** means all hours of each day.

**"Off Peak"** means all hours other than UDC Peak hours.

**"Payment Date"** means the date twenty (20) days following the invoice date, by which Customer's payment to Seller is due without offset or reduction of any kind.

**"Peak"** means the hours designated as peak from time to time by the UDC.

**"Pricing Schedule"** means "Transaction Confirmation" or "TC".

**"Renewable Portfolio Standards Costs"** means the costs associated with meeting renewable portfolio standards costs at the levels required by currently applicable Law. If Renewable Portfolio Standards Costs are not included in the contract price, such costs for a particular month will be the product of (i) the Monthly RPS Price; and (ii) an Account's monthly kWh usage. The Monthly RPS Price is the price of renewable portfolio standards compliance for the Account, for a particular month, fixed by reference to the renewable portfolio standards forward price curve for the state where the Account is located.

**"RMR Costs" or "Reliability-Must-Run Costs"** means the generation deactivation charges and other such charges, if any, imposed by the ISO on load served in a particular load zone to recover the cost for any generation units that plan to retire but are required by the ISO to run for reliability purposes beyond their intended retirement date, in accordance with the applicable ISO rules and OATT provisions.

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"**Transmission Costs**" means the charge for Network Transmission Service and Transmission Cost Enhancement Charges, each as identified in the applicable OATT Tariff for the provision of transmission service by the ISO within the UDC's service territory.

"**Transmission Loss Credits**" means the credit amounts applicable to the Accounts under the ISO's marginal loss construct.

"**Utility**" means the "local electricity distribution company" or "UDC".

**Section 2.1. Initial Term.** With respect to each Account set forth in the Account Schedule below, electricity supply shall commence on or about the date set forth under "Start Date", and end on or about the date set forth under "End Date" in accordance with the terms of the Agreement. Service may be extended for a holdover term as described in the Master Agreement.

**Section 2.2. Seller and UDC Contact Information.** Customer may contact Seller regarding its invoice or other matters concerning this TC at Seller's Customer Service Department by toll-free telephone at 800-536-0151, or email at CustomerCare@Constellation.com. **CUSTOMER AGREES TO CONTACT ITS UDC IN THE EVENT OF A POWER OUTAGE OR OTHER ELECTRICITY RELATED EMERGENCY AT THE FOLLOWING TELEPHONE NUMBERS:**

UDC Name	UDC Abbreviation	Contact Numbers
Delmarva Power & Light Company - DE	DPL-DE	1-800-898-8042

Additional information may be obtained by contacting the Delaware Public Service Commission at (302) 739-4247, 861 Silver Lake Boulevard, Cannon Building, Ste 100, Dover, DE 19904.

**Section 2.3. Consumer Protections, State Public Utility Commission, and UDC Information.** If Customer is a Delaware consumer, Customer acknowledges Consumer Protection Order No. 7078, and to the extent they can be waived under applicable law, Customer affirmatively waives those protections, including but not limited to evergreen or automatic renewal requirements, "wet" signature requirements, price comparison guidelines, second notice for renewals requirement, itemization of services requirements, minimum use requirements, unit pricing requirements, deposit notifications, and termination and price change notice requirements, except to the extent specifically provided for herein. If there is any conflict between this Agreement and the referenced orders or tariffs, Customer agrees that this Agreement shall control to the extent permissible under applicable law. Customer warrants and represents that for Delaware Account(s) located in the Pepco service territory, monthly usage exceeds 3,500 kWh, and for Delaware Account(s) located in the Delaware Electricity Cooperative service territory, maximum average peak load exceeds 50 kilowatts. In either case, Customer represents that electricity supplied hereunder is not for use at a residence.

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Sales Rep: Janice Martorano

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Each Party has caused this Transaction Confirmation to be executed by its authorized representative on the respective dates written below.

**Constellation Energy Services, Inc.**

**Customer: City of Wilmington**

Signature: \_\_\_\_\_

--- Signature: ---

Printed Name:

Title:

Address: 1221 Lamar St. Suite 750  
Houston, TX 77010  
Attn: Contracts Administration

Fax: **888-829-8738**

Phone: **800-536-0151**

Printed Name:

Title:

Date:

Address: 800 N FRENCH ST FL 5  
5TH FL  
WILMINGTON, DE 198013590

Fax:

Phone:

Email:

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**ACCOUNT SCHEDULE:****For: City of Wilmington****The Pricing set forth below is only valid until 5:00 PM Eastern Prevailing Time on June 5, 2017**

**Seller shall have no obligation to enroll or supply electricity to any account(s) that are not identified on the Account Schedule below.**

**Please verify that your specific information is COMPLETE and ACCURATE.**

**Your review and acceptance of this information will help ensure accurate future invoices**

*Notes: Accounts and Service Addresses listed in the Account(s) Schedule may be updated or replaced with a new account number issued by the UDC, ISO or other entity.*

No. of Service Accounts: 7

UDC	UDC Account Number	Service Address	Start Date	End Date	Retail Service Price (\$/kWh)
DPL-DE	0550014586647000860250	1600 N PARK DR, WILMINGTON, DE 19801	07/09/17	07/10/19	\$0.00166
DPL-DE	0550014873747000864891	HOOPES RESERVIOR, HOCKESSIN, DE 19707	07/09/17	07/10/19	\$0.00166
DPL-DE	0550095558187001099721	303 E 16TH ST, WILMINGTON, DE 19801	07/18/17	07/21/19	\$0.00166
DPL-DE	0550097843767000695492	101 E 16TH ST, WILMINGTON, DE 198013111	07/18/17	07/21/19	\$0.00166
DPL-DE	0550099870117000213349	HAY RD, WILMINGTON, DE 19809	07/07/17	07/02/19	\$0.00166
DPL-DE	0550105560867000464578	1401 CONCORD PIKE, WILMINGTON, DE 198034526	07/11/17	07/14/19	\$0.00166
DPL-DE	0550110265437000312875	1101 W 10TH ST, WILMINGTON, DE 19806	07/09/17	07/07/19	\$0.00166

**TO ACCEPT THE PRICING ABOVE, PLEASE FAX A SIGNED COPY OF THIS AGREEMENT TO SELLER AT 888-829-8738.**

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