

CONFIRMATION

Contract ID# 847818

This Confirmation dated 2/18/2013 is made a part of, and pursuant to terms of, the Power Sale Agreement (Letter of Agency) between Buyer and Seller identified herein.

SELLER: Integrys Energy Services, Inc.		BUYER: Dana Point Condominium Association
NOTICES: 20 N. Wacker Drive Suite 2100 Chicago, IL 60606 Attn: Account Management Phone: (866) 906-5409 Fax: (312) 681-1993 Email: AMIL@IntegrysEnergy.com	NOTICES: 1519 E Central Rd Arlington Heights, IL 60005 Attn: LISETTE RAY Phone: (847) 228-5176 Fax: (847) 228-5190 Email:	INVOICES: 1519 E Central Rd Arlington Heights, IL 60005 Attn: LISETTE RAY Phone: (847) 228-5176 Fax: (847) 228-5190 Email:
QUANTITY	All usage associated with the Accounts listed below, as determined by the utility and adjusted by Seller to include losses for delivery purposes.	
DELIVERY POINT	For each Account below, the interconnect between the applicable ISO/RTO's transmission system and the applicable utility's distribution system.	
BILLING	<input type="checkbox"/> Seller Billing (Dual Billing)	<input checked="" type="checkbox"/> Seller Single Bill Billing (SBO)
ENERGY PRICING	For each billing cycle, Buyer shall pay an Energy Charge per Account, which shall equal (i) the applicable Energy Rate below per kilowatt-hour (kWh), multiplied by (ii) the applicable billing cycle usage. The On-Peak, Off-Peak, Summer, and Non-Summer Energy Rates shall be applied to usage in the applicable "On-Peak", "Off-Peak", "Summer", and "Non-Summer" periods, as defined by the applicable utility.	
LOSSES PRICING	For each billing cycle, Buyer shall pay a Losses Charge per Account, which shall equal (i) the Losses Rate below per kWh, multiplied by (ii) the billing cycle usage.	
ANCILLARY SERVICES PRICING	For each billing cycle, Buyer shall pay an Ancillary Services Charge per Account, which shall equal (i) the Ancillary Services Rate below per kWh, multiplied by (ii) the billing cycle usage.	
CAPACITY PRICING	For each billing cycle, Buyer shall pay a Capacity Charge per Account, which shall equal (i) the Capacity Rate below per kWh, multiplied by (ii) the billing cycle usage.	
TRANSMISSION SERVICE PRICING	For each billing cycle, Buyer shall pay a Transmission Service Charge per Account, which shall equal (i) the Transmission Service Rate below per kWh, multiplied by (ii) the billing cycle usage.	
RENEWABLE PORTFOLIO STANDARD (RPS) COMPLIANCE PRICING	For each billing cycle, Buyer shall pay an RPS Compliance Charge per Account, which shall equal (i) the RPS Rate below per kWh, multiplied by (ii) the billing cycle usage. Notwithstanding Section III of the Agreement, the Parties agree that Seller shall not pass through to Buyer (a) any increase or decrease in current RPS compliance charges or (b) other increase or decrease in Seller's cost for RPS compliance resulting from a change in or change in interpretation or administration of current tariffs, laws, regulations, or other requirements of a utility, RTO/ISO, FERC, or other transmission providers, as applicable. Notwithstanding the foregoing, Seller may pass through to Buyer (i) any increase or decrease in Seller's cost for RPS compliance resulting from new or additional RPS compliance charges and (ii) other increase or decrease in Seller's cost for RPS compliance resulting from a new or additional tariff, law, regulation, or other requirements of a utility, RTO/ISO, FERC, or other transmission providers, as applicable.	
INVOICE FORMAT	Under "Invoice Format" below: o If "Detailed" Invoice Format is noted below, Seller shall invoice Buyer for the above Pricing as separate line items. o If "Combined with Transmission" Invoice Format is noted below, Seller shall invoice Buyer for the above Pricing as one combined rate for each Energy Rate, which shall be the result of summing the applicable Energy Rate with the Losses, Ancillary Services, Capacity, Transmission Service, and RPS Rates. o If "Combined without Transmission" Invoice Format is noted below, Seller shall invoice Buyer for the above Pricing as (i) one combined rate for each Energy Rate, which shall be the result of summing the applicable Energy Rate with the Losses, Ancillary Services, Capacity, and RPS Rates and (ii) a separate Transmission Service Charge.	
DELIVERY PERIOD	The initial Delivery Period for each Account shall begin on the first meter read occurring on or after 4/2/2013 subject to the applicable utility's confirmation of enrollment with Seller. The initial Delivery Period shall continue through the latest meter read date that occurs on or before 6/1/2014. The Parties acknowledge that the dates provided are based on the applicable utility's read schedules, and actual meter read dates may vary.	

RENEWAL	After the initial Delivery Period, service shall continue on a billing cycle-to-billing cycle basis at a variable market rate reasonably determined by Seller unless (i) terminated by either Party giving 30 days written notice prior to the end of the initial Delivery Period noted above, or (ii) Buyer and Seller agree to alternate Pricing as evidenced by a fully executed Confirmation for the relevant Delivery Period. After the initial Delivery Period, service continuing on a billing cycle-to-billing cycle basis may be terminated by either Party giving 30 days written notice to the other Party.
SPECIAL CONDITIONS	Non-interval metered usage shall be allocated in Seller's reasonable discretion into On- and Off-Peak hourly periods based on the applicable utility's class average data. Notwithstanding the Pricing sections above, unmetered usage shall be billed using the annualized general lighting charge as provided by the applicable utility. Buyer acknowledges that the pricing herein includes a negotiated fee paid to third party intermediaries involved in the negotiation and execution of this Confirmation. Buyer acknowledges that the intermediary is not an agent of Seller and, thus, is not authorized to bind or represent Seller.
Energy Rate in \$/kWh	Summer On-Peak in \$/kWh 0.03360 Summer Off-Peak in \$/kWh 0.03360 Non-Summer On-Peak in \$/kWh 0.03360 Non-Summer Off-Peak in \$/kWh 0.03360
Losses Rate in \$/kWh	0.00193
Ancillary Services Rate in \$/kWh	0.00216
Capacity Rate in \$/kWh	0.00278
Transmission Service Rate in \$/kWh	0.00475
RPS Rate in \$/kWh	0.00055

Utility Account #	Utility	Service Address	Invoice Format
2912013008	COMED	1405 E Central Rd Arlington Heights, IL 60005	Detailed

Buyer agrees that by signing below, Buyer authorizes Seller to begin enrollment and initiate service. This Confirmation to the Power Sale Agreement is effective as of the date signed by Seller.

Seller: Integrys Energy Services, Inc.

By: _____
Name: _____
Title: _____
Date: _____

Buyer: Dana Point Condominium Association

By: _____
Name: _____
Title: _____
Date: _____

Once executed, please return this Confirmation to Integrys Energy Services, Inc. by facsimile to (920) 272-4248