CONFIRMATION Contract ID# 1443707

| This Confirmation dated 9/18/2014 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: Eagle Electronics, Inc. | |
| NOTICES: | | NOTICES: | INVOICES: |
| 20 N. Wacker Drive Suite 2100 Chicago, IL 60606 Attn: Account Management Phone: (866) 906-5409 Fax: (312) 681-1993 Email: AMIL@IntegrysEnergy.com | | 1735 Mitchell Blvd. Schaumburg, IL 60193 Attn: Mavjibhai Lakhani Phone: (847) 891-5800 Fax: Email: bmccoy@eagle-elec.com | 1735 Mitchell Blvd. Schaumburg, IL 60193 Attn: Mavjibhai Lakhani Phone: (847) 891-5800 Fax: Email: bmccoy@eagle-elec.com |
| 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 | ☐ Seller Billing (Dual Billing) ☐ 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 10/22/2014 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 10/21/2016 . 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. | | |

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SPECIAL 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 CONDITIONS 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. Fixed Rate in \$/kWh Summer On-Peak in \$/kWh 0.03777 Summer Off-Peak in \$/kWh 0.03777 Non-Summer On-Peak in \$/kWh 0.03777 Non-Summer Off-Peak in \$/kWh 0.03777 Losses Rate in \$/kWh 0.00266 Ancillary Services Rate in \$/kWh 0.00303 0.00703 Capacity Rate in \$/kWh Transmission Service Rate in \$/kWh 0.00332 RPS Rate in \$/kWh 0.00116 **Utility Account #** Utility **Service Address Invoice Format** 0297017004 COMED 1735 Mitchell Blvd Schaumburg, IL Detailed 60193 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. **Buyer:** Eagle Electronics, Inc. By: By: Name: Name: Title: Title: Date: Date:

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