

**Tiered Price, Fixed Volume Electricity (MISO)**

Reference:  
ELECTRICITY SALES AND PURCHASE AGREEMENT  
Between Noble Americas Energy Solutions LLC ("Seller")  
And City of Peoria, Illinois ("Buyer")  
As of October 18, 2006 ("Effective Date")  
Addendum Date: December 01, 2015

This Addendum (the "Addendum") supplements the Electricity Sales and Purchase Agreement referred to above (the "Agreement"). The Parties hereby agree to the terms and conditions set forth herein for Buyer's Facilities served at the Delivery Point. Capitalized terms not otherwise defined in this Addendum shall have their meanings set forth elsewhere in the Agreement, including its Appendices.

**1. DELIVERY POINT & DELIVERY PERIOD**

Sale and Delivery of Electricity will be made to the interconnection point(s) between the RTO Transmission Grid and Buyer's Local Utility ("the Delivery Point"). Delivery to meters at Buyer's facility(ies) will be made by Buyer's Local Utility. All pricing relates to Contract Quantities, usage and demand determined at the Delivery Point. This Addendum shall be in full force and effect as of the Addendum Date. The terms set forth herein shall apply from the Start Date through the End Date ("Delivery Period"):

Market Area	Delivery Point	Utility
MISO	Ameren_IL	Ameren_IL

Start Date:	End Date:
January 01, 2016	December 31, 2018

**2. CONTRACT PRICE**

Buyer shall pay Seller both the **Usage Charges** and the **Demand Charges** as described below. "PT" means "pass through."

**Usage Charges** – Buyer shall pay (a) the *Fixed Price* per MWh for the Fixed Price Contract Quantity, (b) the *Index Price* per MWh for the Index Price Contract Quantity, and (c) the *Adder* per MWh for the Total Hourly Contract Quantity, subject to the Monthly Settlement section below. The Usage Charges reflect the value of surplus Marginal Losses allocations and Auction Revenue Rights allocations assigned by MISO and include electric energy and those components defined as Delivery Services in Section 3.

Fixed Price (\$/MWh)	Index Price (\$/MWh)	Adder (\$/MWh)
<b>\$31.18</b>	MISO Day Ahead Locational Marginal Price for AMIL.AMILSES	<b>\$1.50</b>

**Demand Based Charges** – Buyer shall pay the *Capacity Price* multiplied by the Capacity Obligation for every hour during the Delivery Period.

Buyer shall also pay the *Tariff Based Price* multiplied by the Tariff Based Obligation for every hour during the Delivery Period. This price includes Tariff Based Ancillary Services, and Network Transmission related charges. The Tariff Based Price set forth below reflects the MISO tariff rates applicable on the Addendum Date. Seller may pass through increases in such rates without markup.

Capacity Price	Tariff Based Price
<b>\$PT</b>	<b>\$PT</b>

**3. DELIVERY SERVICES**

Delivery Services shall include all of the components which are indicated below by an "☒". Seller shall pass through to Buyer all other charges associated with Electricity delivery to the Delivery Point, including Buyer's Local Utility charges, Revenue Neutrality Uplift, Revenue Sufficiency Guarantee, Transmission Expansion Planning charges (MISO Schedule 26 A), and System Support Resources charges.

<input type="checkbox"/>	Ancillary Services/ISO Fees/Operational Charges
<input type="checkbox"/>	State mandated renewable energy charges

**4. MONTHLY SETTLEMENT**

Each monthly billing cycle, Seller shall calculate Buyer's invoice based on Buyer's usage, which shall be adjusted for losses determined at the Delivery Point, and as described below.

**Excess Quantity:** If Buyer's usage (expressed in MWh) during any hour of delivery exceeds the Total Hourly Contract Quantity (the "Excess Quantity"), Buyer shall pay Seller for this Excess Quantity at the *Real Time* market energy price during that hour of excess usage plus related delivery costs, as assessed or defined by the RTO controlling the area where Buyer's Facilities are located, plus \$1.50 per MWh.

**Deficit Quantity:** If Buyer's usage (expressed in MWh) during any hour of delivery is less than the Total Hourly Contract Quantity as set forth above (the "Deficit Quantity," calculated by subtracting Buyer's usage from Buyer's Contract Quantity), Seller shall credit Buyer's account by an amount equal to the Deficit Quantity multiplied by the *Real Time* market energy price during that hour of deficit usage less any applicable RTO charges as assessed or defined by the RTO controlling the area where Buyer's Facilities are located.

**5. CONTRACT QUANTITY**

The Contract Quantities for this Transaction are set forth below. The Tariff Based Obligation is based on Buyer's historic peak demand. If Buyer's actual monthly peak demand adjusted for Line Losses exceeds the monthly Tariff Based Obligations, Seller may charge Buyer for additional costs that result from the deviation. The Capacity Obligation is based on Buyer's peak load contribution and reflects the appropriate scalar adjustments. If Buyer's actual Capacity Obligation exceeds the Capacity Obligation in effect as of the Addendum Date, Seller may pass through any additional costs that result from the deviation. The Total Hourly Contract Quantity shall be equal to the Fixed Price Contract Quantities plus the Index Price Contract Quantities. Buyer's Baseline Monthly Quantity set forth below shall be included in the Contract Quantity for the purposes of calculating any termination payments owed pursuant to the Agreement.

Contract Quantities							
Month	Hourly On Peak Quantities		Hourly Off Peak Quantities		Buyer's Baseline Monthly Quantity (MWh)	Tariff Based Obligation (MW)	Capacity Obligation (MW)
	Fixed Price Contract Quantity (MW)	Index Price Contract Quantity (MW)	Fixed Price Contract Quantity (MW)	Index Price Contract Quantity (MW)			
1/2016	.75	.13	.53	.09	544	1.08	1.36
2/2016	.75	.13	.55	.10	528	1.06	1.36
3/2016	.72	.13	.52	.09	541	1.06	1.36
4/2016	.72	.13	.51	.09	515	1.17	1.36
5/2016	.79	.14	.56	.10	585	1.23	1.36
6/2016	.91	.16	.64	.11	654	1.42	1.36
7/2016	.93	.16	.67	.12	684	1.40	1.36
8/2016	.95	.17	.66	.12	702	1.41	1.36
9/2016	.84	.15	.58	.10	594	1.47	1.36
10/2016	.72	.13	.49	.09	521	1.25	1.36
11/2016	.69	.12	.49	.09	497	1.03	1.36
12/2016	.72	.13	.52	.09	533	1.03	1.36
1/2017	.75	.13	.52	.09	546	1.08	1.36
2/2017	.75	.13	.55	.10	509	1.06	1.36
3/2017	.72	.13	.52	.09	539	1.06	1.36
4/2017	.72	.13	.52	.09	516	1.17	1.36
5/2017	.80	.14	.56	.10	589	1.23	1.36
6/2017	.91	.16	.64	.11	654	1.42	1.36
7/2017	.94	.17	.67	.12	688	1.40	1.36
8/2017	.95	.17	.66	.12	703	1.44	1.36
9/2017	.85	.15	.60	.11	600	1.41	1.36
10/2017	.74	.13	.50	.09	538	1.28	1.36
11/2017	.70	.12	.49	.09	496	1.01	1.36
12/2017	.72	.13	.51	.09	527	1.03	1.36
1/2018	.75	.13	.52	.09	553	1.08	1.36

2/2018	.75	.13	.54	.10	505	1.06	1.36
3/2018	.73	.13	.53	.09	545	1.06	1.36
4/2018	.72	.13	.51	.09	514	1.17	1.36
5/2018	.78	.14	.56	.10	580	1.23	1.36
6/2018	.90	.16	.63	.11	642	1.42	1.36
7/2018	.93	.16	.66	.12	681	1.40	1.36
8/2018	.95	.17	.66	.12	700	1.41	1.36
9/2018	.86	.15	.61	.11	607	1.47	1.36
10/2018	.74	.13	.49	.09	539	1.28	1.36
11/2018	.69	.12	.49	.09	493	1.01	1.36
12/2018	.73	.13	.51	.09	531	1.03	1.36

**6. CHANGE IN CIRCUMSTANCES**

The Contract Price and all other terms and conditions of this Addendum are established in reliance on the accuracy of information provided to Seller concerning Buyer's load requirements. Any incremental costs incurred by Seller as a result of inaccuracies in any such information provided to Seller or due to a change in how Buyer's usage is metered may be passed through to Buyer.

The Contract Price and all other terms and conditions of this Addendum are established in reliance on the existing Laws, rates, charges, Capacity and Tariff Based Obligations, RTO operations, market structure, congestion zone design and protocols that are in effect as of the Addendum Date. The Contract Price may also include costs for RTO provided services. In the event of changes in the above that cause additional costs to Seller, Seller may pass through such costs to Buyer.

**7. DEMAND RESPONSE**

If Buyer participates in any demand response programs, Buyer shall notify Seller and reimburse Seller for any costs incurred by Seller as a result of Buyer's participation.

As supplemented by this Addendum including its Schedules, if any, all other Terms and Conditions contained in the Agreement remain in full force and effect

<b>This Addendum is subject to the Schedule(s) identified below:</b>

**NOBLE AMERICAS ENERGY SOLUTIONS LLC**

**CITY OF PEORIA, ILLINOIS**

Sign: \_\_\_\_\_

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

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

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