

DUKE ENERGY RETAIL SALES, LLC

RETAIL POWER SALES AGREEMENT (ADDENDUM)

DUKE ENERGY RETAIL SALES, LLC

ADDENDUM TO THE RETAIL POWER SALES AGREEMENT

AGREEMENT NO. 130, DATED 9/15/2009

Pricing & Term Description:

Extension

- Energy charge of \$0.053 per kwh, for energy delivered beginning on the Jan 1 2012 meter read extending through the December 31st 2014 meter read. (36 Months)
- Energy charge of \$0.0519 per kwh, for energy delivered beginning on the Jan 1 2012 meter read extending through the May 31st 2014 meter read. (30 Months)

Duke Energy Retail Electric Generation Cost Peace of Mind Guarantee:

1. Duke Energy Retail (DER) offers a full requirements fixed price of 5.3¢/kWh. Duke Energy Ohio's (DEO) current Standard Service Offer (SSO) structure is scheduled to terminate on December 31, 2011. DEO is currently engaged in proceedings before the Public Utilities Commission of Ohio (PUCO) to implement a revised SSO pricing structure. In addition to the fixed price DER is offering, DER offers to Customer the one-time flexibility to switch to the same price structure as DEO's revised SSO. If Customer elects to be served under the revised DEO SSO price structure, Customer must so notify DER by the earlier of (i) 30 days after that price structure is established by the PUCO, and (ii) December 31, 2011.

If the Customer chooses the revised DEO SSO price structure, DER will have the sole discretion to determine whether it will serve the customer using the price determined under the revised SSO price structure, or to return the customer to DEO to be served under the DEO SSO. For purposes of exercising this choice, the DEO revised SSO shall be deemed to be established by the PUCO as of the date of the initial PUCO Order approving the DEO SSO; however, if the DEO SSO includes a competitive bidding process (CBP) then the DEO SSO price shall be deemed to have been established when the PUCO first certifies the results of the initial CBP auction.

2. If Duke Energy *does not join PJM*, DER will credit The City of Mason up to \$2200 each month of the contract. (Monthly Credit will be based on actually KWh consumption for the month)

The pricing and terms contained in this Agreement are void unless signed and returned to Duke Energy Retail Sales, LLC by 2:00 p.m. on March 3, 2011.

Acceptance and Approval

CITY OF MASON

Signature: _____

Print Name: Eric Hansen

Title: City Manager

Date: March 1, 2011

DUKE ENERGY RETAIL SALES, LLC

Signature: _____

Print Name: Chris Eyer

Title: Sales Manager

Date: 3-1-2011

