

**SECOND AMENDMENT
TO
POWERSUPPLY COORDINATION SERVICE AGREEMENT**

THIS SECOND AMENDMENT TO POWERSUPPLY COORDINATION SERVICE AGREEMENT ("Second Amendment") is dated as of this 11th day of January, 2017, by and between Direct Energy Business, LLC ("Direct Energy") and Port Jervis City School District ("Buyer"). The effective date of this Amendment shall be the meter read date(s) as set forth in the Pricing Attachment(s) which are being executed contemporaneously with this Amendment ("Effective Date").

WHEREAS, Buyer and Direct Energy entered into a PowerSupply Coordination Service Agreement dated June 26, 2013 (the "Agreement"), which sets forth the terms and conditions whereby Direct Energy agreed to provide, and Buyer agreed to receive and pay for, PowerSupply Coordination Services ("PSC Services") and Electricity to meet Buyer's full usage requirements at Buyer's Facility; and

WHEREAS, the Parties entered into that certain First Amendment to PowerSupply Coordination Service Agreement (the "First Amendment") effective as of November 18, 2015; and

WHEREAS, Direct Energy and Buyer desire to extend the terms of the Agreement as provided for herein;

NOW THEREFORE, in consideration of the premises and mutual covenants contained herein, Direct Energy and Buyer agree as follows:

1. In order to reflect the mutual agreement of the Parties to an agreed extension of the Agreement, the Pricing Attachment attached to this Amendment (the "Term Extension Attachment") is hereby added to the Agreement, to take effect as of the date reflected therein. For avoidance of doubt, the Term Extension Attachment shall not supersede the Pricing Attachment to the First Amendment, which shall continue in effect until its stated date of expiration, upon which the Pricing Attachment attached to this Second Amendment shall take effect.
2. Except as expressly modified herein, the Agreement and all applicable documents attached thereto, shall remain in full force and effect. Any capitalized terms used herein but not defined herein shall be as defined in the Agreement.
3. This Amendment may be executed in counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Amendment by facsimile transmission or electronic pdf shall be effective as delivery of a manually executed counterpart of this Amendment. The provisions of this Amendment may not be amended without the prior written consent of each of Direct Energy and Buyer. This Agreement is binding on and shall inure to the benefit of the parties hereto and their successors and permitted assigns.

IN WITNESS WHEREOF, this Second Amendment to PowerSupply Coordination Service Agreement is executed by authorized representatives of the parties hereto as of the day and year written below.

DIRECT ENERGY BUSINESS, LLC

PORT JERVIS CITY SCHOOL DISTRICT

By: _____

By: Thomas M. Bongjovi

Print Name: _____

Print Name: Thomas M. Bongjovi

Title: _____

Title: Superintendent

Date: _____

Date: 1/11/2017

Contract ID Number: _____

PRICING ATTACHMENT

Notice: This offer is not valid and binding until: (1) Direct Energy receives the fully executed Agreement and Pricing Attachment; and (2) Direct Energy confirms and accepts the Price in a writing to be delivered to the Customer. If the preceding conditions are not met, this offer will be withdrawn and will be null and void. Direct Energy reserves the right to rescind this offer at any time prior to Direct Energy providing written acceptance.

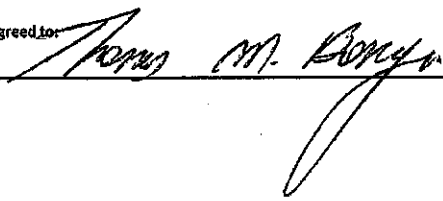
dated January 10, 2016 between
DIRECT ENERGY BUSINESS LLC
and
Port Jervis CSD
NY_CI_FPR_25MAC_NY

| Customer | Account Number | Service Location | Utility Rate Class | Zone | Capacity / Transmission Tags | Annual Historical Usage (kWh) |
|-----------------|----------------|-----------------------------|--------------------|------|------------------------------|-------------------------------|
| Port Jervis CSD | 6783094009 | 118 E Main St * Bldg M. Sch | RC102-STRATA-4 | G | 58.51 / 0.0 | 274,572 |
| Port Jervis CSD | 4006388007 | 925 Route 209 | RC102-STRATA-4 | G | 75.51 / 0.0 | 417,113 |

*The Price for all Facilities listed above shall be 6.15 cents per kWh for each kilowatt-hour of Electricity for a term of 12 months, starting on the Facilities' meter read date in Jun 20 18 and continuing through the Facilities' meter read date in JUN 20 19. This Price is based on a Weighted Average Price, therefore any strikeouts of any of the Facilities listed above will render this Pricing Attachment null and void for all Facilities listed above.

Accepted and Agreed to:

By:



Date:

1/11/2017

SALES CONFIRMATION
New York
Fixed Price RTC

This Sales Confirmation is entered on 1/10/2017 ("Confirmation Effective Date"), by and between ENGIE Resources LLC ("ENGIE") and Port Jervis City School Dst ("Customer") (hereinafter collectively referred to as the "Parties") regarding the purchase and sale of electric energy and related services pursuant to and subject to the Master Electric Energy Sales Agreement dated 3/5/2009 by and between the Parties (the "Master Agreement"). Terms not defined herein shall have the meaning given in the Master Agreement.

CONSUMER DISCLOSURE STATEMENT

Product Type **Fixed Price**

Contract Price \$ 0.05727 per kWh

The Contract Price does not include Taxes, Utility Related Charges, or RPS Compliance Fees as further defined herein. If a cost component is separately listed as an obligation in this Sales Confirmation (for example, Capacity, Congestion, Losses), such pass through cost is not included in the Contract Price. All prices may be modified due to a subsequent change in law, administrative regulation, or any fees or costs imposed by the NYISO or by a Governmental Authority, as further described in Section 2.15.

Contract Term Start Date: 6/1/2018 End Date: 5/31/2019

Renewal Terms. For service beyond the End Date, and in the event the Parties have not agreed upon the terms of a new transaction for service to commence following the termination of the term, then unless notified in writing by Customer of alternative arrangements no later than thirty (30) days prior to the termination of the term, Suez shall commence any and all action necessary to enroll Customer in the available utility default service to commence on the Utility Transfer Date immediately following the applicable End Date. In the event that Customer is not enrolled in the available utility default service, and Suez continues serving the Customer, the Customer shall pay to Suez the utility default service tariff charge until the date that the Customer is enrolled in the utility default service. Suez will use commercially reasonable efforts to commence service to the Accounts on the applicable Utility Transfer Date immediately following the Start Date(s) set forth in Attachment A, Exhibit 1

Right to Rescind. Per the New York Public Service Commission Uniform Business Practices, a commercial customer with account(s) classified by the utility as residential shall have the right to cancel this agreement within three (3) business days after receipt or execution, as applicable. To exercise this right, see the New York Consumer Statement in the Miscellaneous Section of this Sales Confirmation.

Early Termination Fee Calculation. As specified in Section 2.7 of the Master Agreement: Termination Payment = (Contract Price – Current Market Price) x (the amount of electricity remaining to be delivered under the terminated Sales Confirmations as shown in the Monthly Anticipated Consumption table attached thereto. Current Market Price means the wholesale price of electricity and any applicable related services (e.g. capacity, ancillary services) that are available for sale at the time of a termination and liquidation. Such price may be based on quotes from leading brokers, dealers, and other sellers in the wholesale market.

Late Payment Fee. The rate of one and one half percent (1½%) (or maximum rate permitted by applicable law) multiplied by the past due balance.

Transaction Term: This Sales Confirmation shall be effective on the Confirmation Effective Date and the service contemplated herein shall commence at the Contract Price on the Utility Transfer Date immediately on or following the Start Date as specified for each facility in Attachment A, Exhibit 1. Service shall remain in effect at the Contract Price through the Utility Transfer Date immediately on or following the End Date as specified for each facility in Attachment A, Exhibit 1, but in no event later than the end of the Billing Cycle including such date, unless earlier

terminated pursuant to the default provisions of the Master Agreement. Such termination shall not affect or excuse performance under any provision surviving such termination. Notwithstanding the foregoing, Customer's options for service beyond the Utility Transfer Date immediately following the End Date (the "Post-Term Period") include: i) executing an agreement with ENGIE for new terms and conditions of service, ii) transferring the accounts to another competitive supplier or iii) providing a written request to ENGIE to transfer Customer's accounts to the applicable default service provider. In the event Customer does not timely exercise one of the options above, service by ENGIE may continue hereunder after the Utility Transfer Date on or following the End Date until the next available Utility Transfer Date following Customer's exercise of one of the above options or ENGIE's transfer of the accounts to the applicable default service provider, whichever occurs first. For service during the Post-Term Period, in lieu of the Contract Price described in this Sales Confirmation, Customer shall pay ENGIE an amount equal to the applicable real time index price as posted by the ISO for the relevant delivery point, plus a per kWh Post-Term Charge as defined herein, plus any applicable non-utility charges, including but not limited to ancillary services, installed (or unforced) capacity, network integrated transmission, losses, and all other ISO charges or administrative fees incurred in connection with delivery of energy to the delivery point specified in Attachment A, Exhibit 1. Taxes and Utility Related Charges are additional and not included and are separately listed in the Customer invoice.

Full Swing Transaction: Customer's electricity consumption is variable and is not subject to a maximum or minimum usage limit.

Contract Price: Customer shall pay ENGIE the applicable Contract Price as specified in Attachment A, Exhibit 1 per kWh of electric energy consumed in a Billing Cycle.

Except to the extent that a charge is separately listed as an obligation in this Sales Confirmation (e.g. Capacity, Congestion, Transmission), this Contract Price may include, if applicable, an Intermediary Fee, and includes all non-utility charges including energy, ancillary services, installed (or unforced) capacity, congestion, losses (including distribution and transmission losses (if applicable) incurred in connection with the delivery of energy to the meter at the Facilities/Accounts identified in Attachment A), network integrated transmission service (adjusted for tariff changes), and other ISO charges or administrative fees incurred in connection with delivery of energy to the delivery point specified in Attachment A, Exhibit 1.

Taxes and Utility Related Charges: Taxes and Utility Related Charges are separately listed in the Customer bill and are not included in any other charge identified in this Sales Confirmation.

Facilities, Accounts and Quantities: See Attachment A.

Miscellaneous:

New York Requirement: Notwithstanding anything to the contrary in the Master Agreement, ENGIE must provide at least fifteen (15) days prior notice prior to any cancellation of service applicable to this Sales Confirmation.

New York Consumer Statement: In accordance with the New York Public Service Commission ("NY PSC") Uniform Business Practices, Case 98-M-1343, Section 5(B)(2), a commercial customer with account(s)/facility(ies) classified by the applicable utility as residential shall have the right to cancel this agreement within three (3) business days after receipt or execution, as applicable. To exercise this right, contact ENGIE Customer Care toll-free at 1-888-644-1014.

In accordance with the New York Public Service Law and the Home Energy Fair Practices Act, commercial customer with account(s)/facility(ies) classified by the applicable utility as residential shall be entitled to special complaint handling procedures promulgated by the NY PSC. In the event of an unresolved dispute and/or complaint, contact the NY PSC at www.dps.state.ny.us, toll-free at 1-800-342-3377, or by mail at 3 Empire State Plaza, Albany, NY 12223. For all other commercial customers, the toll-free number for information regarding the competitive energy retail market; inquiries, disputes, or consumer complaints; or information regarding Electric Service Companies in New York is 1-888-697-7728.

The energy supplied to Customer pursuant to this Sales Confirmation is provided by ENGIE. Energy delivery shall continue to be provided by Customer's applicable local utility. In the event of an emergency, Customer should contact its applicable local utility to respond.

New York Transmission Modernization Charges: The Contract Price includes the costs for the New York Transco Facilities Charge for the Ramapo to Rock Tavern (RRT) transmission line, the Staten Island Unbottling (SIU) project, and the Marcy South Series Compensation project. More information about these types of charges can be found at New York Independent System Operator, Inc., et al. Compliance Filing and Request for Expedited Action Docket Nos. ER15-572-001 and ER15-572-004 and Order on Transmission Formula Rate and Incentive and Established Hearing and Settlement Judge Procedures, Docket No. ER16835-000.

RPS Compliance Fees: The Contract Price does not include RPS Compliance Fees. "RPS Compliance Fees" means an allocation to Customer of its share of costs incurred by ENGIE to comply with a Renewable Portfolio Standard or the Order Adopting a Clean Energy Standard (Case 15-E-0302 and 16-E-0270) imposed by applicable State regulatory authority or ISO any time during the term of this Agreement.

Payment Terms: Thirty (30) days.

IDR Meter Authorization: Customer shall, during the term of this Sales Confirmation, promptly provide all necessary authorizations to ENGIE in order to allow ENGIE to receive interval meter data (IDR) from Customer's facility(ies) listed on Attachment A. At its sole cost, ENGIE or its representative shall have the right to access or install telemetry from Customer's facility(ies) listed on Attachment A in order to track and evaluate Customer's usage on a regular basis for the purpose of load forecasting.

Government/Public Entity Payment Terms and Indemnity Waiver. This Agreement may be subject to state mandated payment term requirements for government/public entities; Customer shall provide a written verification of the applicability of such provision(s) to ENGIE to receive such extended terms at an additional cost to be determined by ENGIE. To the extent prohibited by state law or other statute, the Indemnification provision set forth in Section 2.9 of the Master Agreement shall be inapplicable.

Independent System Operator (ISO) means the system operator that controls or governs the transmission and distribution system or any successor thereto for the location where the facility(ies) are physically located.

"Utility Related Charges" means tariff based charges or surcharges assessed by a local utility arising from or related to, including but not limited to, (i) transmission and distribution of energy (including network transmission); (ii) stranded costs or transition costs and any other similar types of charges associated with the opening of the applicable state's electric market to competition; (iii) system reliability, rate recovery, future payback of under-collections, amortization, of above market purchases or energy load repurchases, public purpose programs and all similar items.

"Intermediary Fee" means a fee included in the Contract Price that Customer agrees should be remitted to the energy broker/service provider Customer engaged, if any, in the selection of ENGIE as its electricity supplier.

"Post-Term Charge" means the \$/kWh charge of electric energy consumed as specified on the Attachment A. ENGIE may, at its discretion, charge an additional fee of up to \$0.0030/kWh of electric energy consumed if the number of accounts specified on the Attachment A exceeds 100.

Facility/Account Deletions Prior to End Date: The Parties intend that each of the Facilities listed on Attachment A will be continuously served by ENGIE through the End Date shown on Attachment A. However, should Customer close a Facility or otherwise discontinue electric service prior to the End Date, then ENGIE shall calculate in a commercially reasonable manner, the present value of any economic gain or loss it incurred thereby. Any gain or loss that ENGIE reasonably concludes is material shall be due to

Customer (if a gain) or due from Customer (if a loss). Customer shall provide notice of any Facility closure to ENGIE as soon as practicable.

Billing Contact Information: All invoices to Customer for service under this Sales Confirmation shall be provided to the person and address specified in the chart following the signature block of this Sales Confirmation.

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Sales Confirmation effective as of the Effective Date. This Sales Confirmation will not become effective as to either Party unless and until executed by both Parties.

| SIGNATURES | |
|---|---------------------|
| Customer: PORT JERVIS CITY SCHOOL DST | ENGIE Resources LLC |
| Signature: <i>Thomas M. Bonaiuto</i> | Signature: |
| Print Name: THOMAS M. BONAUTO | Print Name: |
| Print Title: SUPERINTENDENT | Print Title: |
| Date: JAN. 11, 2017 | Date: |
| Customer: Please also sign the Attachment A. This Sales Confirmation will not be effective unless and until both documents (this Sales Confirmation and the Attachment A) are signed and returned to ENGIE. | |

| | BUSINESS NAME CONTACT NAME | *BILLING CONTACT | ENGIE Resources CONTACT | CUSTOMER PAYMENTS |
|----------------|----------------------------|------------------------|-------------------------|--|
| NAME ATTN: | Lorelei Case | Lorelei Case | ENGIE Resources | Wire payments to Mellon Bank |
| STREET ADDRESS | 9 THOMPSON ST | 9 THOMPSON ST | 1990 Post Oak Blvd. | Account Title: |
| CITY STATE ZIP | PORT JERVIS, NY, 12771 | PORT JERVIS, NY, 12771 | Houston, TX 77056 | Account No. 45086782 |
| PHONE # | 8458583134 | 8458583134 | 1-888-232-6206 | ABA Number 031000037 |
| FAX # | 8458583265 | 8458583265 | (713) 636-0927 | For payments by check please send to: ENGIE Resources, P.O. Box 9001026, Louisville, KY 40290-0265 |
| EMAIL: | lcase@pjschools.org | lcase@pjschools.org | custserv@na.engie.com | |

*Required Information

Customer: PORT JERVIS CITY SCHOOL DST
 Effective Date: 01/10/2017
 Agreement #: 1-911IV,1
 PR #: 1-92DS3C,1

ATTACHMENT A: AGREEMENT SUMMARY INFORMATION

Product Code: FP01
 Product: Fixed Price RTC

Exhibit 1: Facilities and Accounts

| # | Facility Name Service Address | City, State, Zip | County | Utility | Delivery Point | Account Number | Rate Schedule | Start Date | End Date |
|---|-------------------------------|----------------------------|--------------|---------|------------------------|----------------|---------------|------------|------------|
| 1 | 10 ROUTE 209, E1 | PORT JERVIS, NY 12771-2771 | UNKNO WIN | ORU | Zone G - Hudson Valley | 2145958007 | X5P | 06/01/2018 | 05/31/2019 |

| | |
|----------------------------|---------|
| Contract Price (\$/kWh): | 0.05727 |
| Post Term Charge (\$/kWh): | 0.0100 |

Customer: PORT JERVIS CITY SCHOOL DST
 Effective Date: 01/10/2017
 Agreement #: 1-911V,1
 PR #: 1-92DS3C,1

ATTACHMENT A: AGREEMENT SUMMARY INFORMATION

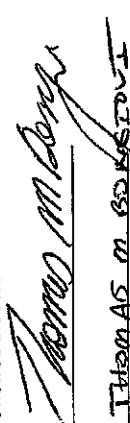
Exhibit 2: Monthly Anticipated Consumption (in MWh)

Delivery Point: Zone G - Hudson Valley

| Month | Year | MWh |
|-------|------|--------|
| Jun | 2018 | 137.04 |
| Jul | 2018 | 123.19 |
| Aug | 2018 | 140.88 |
| Sep | 2018 | 145.79 |
| Oct | 2018 | 144.93 |
| Nov | 2018 | 141.02 |
| Dec | 2018 | 140.56 |
| Jan | 2019 | 159.92 |
| Feb | 2019 | 137.14 |
| Mar | 2019 | 137.68 |
| Apr | 2019 | 144.00 |
| May | 2019 | 148.72 |

ACKNOWLEDGMENT:

Customer has reviewed the Account Numbers on this Attachment A for accuracy and completeness and verifies that the facilities and accounts identified on this Attachment A are owned or under its control.

Signature: 
 Print Name: THOMAS A. M. B. S. I.

Customer, please check this box if your accounts are tax exempt. If tax exempt, please send your tax exemption certificates to custserv@gdfsuezna.com. We cannot apply the tax exemption until we receive your certificates.

Rockland & Orange Co. Schools
 Electricity Bid Summary for 2017-20
 January 10, 2017 Bids



INDIVIDUAL YEAR RESULTS

2018-19 School Year

Jun 2018 - Jun 2019 (12 mo)

Term Price \$/kWh

| | Term kWh | Current Supply | Champion ES | Direct | Engie | LOWEST BID |
|-------------|------------|----------------|-------------------|-------------------|--------------------|--------------------|
| O&R SC-2/20 | 23,375,003 | \$0.0616 | \$0.0669 8.5% | \$0.0618 0.3% | \$0.0636 3.1% | \$0.0618 0.3% |
| O&R SC-3 | 37,954,675 | \$0.0642 | \$0.0613 -4.5% | \$0.0592 -7.7% | \$0.0577 -10.1% | \$0.0577 -10.1% |
| O&R SC-9 | 9,190,693 | \$0.0655 | \$0.0600 -8.5% | \$0.0591 -9.8% | \$0.0617 -5.9% | \$0.0591 -9.8% |
| CH SC-2 | 18,088,527 | \$0.0680 | \$0.0630 -7.3% | \$0.0634 -6.7% | \$0.0618 -9.1% | \$0.0618 -9.1% |
| NYSEG SC-2 | 7,274,535 | \$0.0652 | \$0.0627 -3.8% | \$0.0597 -8.4% | \$0.0579 -11.2% | \$0.0579 -11.2% |

2019-20 School Year

Jun 2019 - Jun 2020 (12 mo)

Term Price \$/kWh

| | Term kWh | Current Supply | Champion ES | Direct | Engie | LOWEST BID |
|-------------|------------|----------------|-------------------|--------------------|--------------------|--------------------|
| O&R SC-2/20 | 26,240,929 | \$0.0616 | \$0.0679 10.2% | \$0.0617 0.1% | \$0.0630 2.3% | \$0.0617 0.1% |
| O&R SC-3 | 43,304,484 | \$0.0641 | \$0.0600 -6.5% | \$0.0590 -8.0% | \$0.0570 -11.1% | \$0.0570 -11.1% |
| O&R SC-9 | 9,190,693 | \$0.0655 | \$0.0604 -7.9% | \$0.0589 -10.1% | \$0.0611 -6.8% | \$0.0589 -10.1% |
| CH SC-2 | 18,088,527 | \$0.0680 | \$0.0637 -6.3% | \$0.0636 -6.4% | \$0.0613 -9.8% | \$0.0613 -9.8% |
| NYSEG SC-2 | 7,274,535 | \$0.0652 | \$0.0634 -2.7% | \$0.0594 -8.9% | \$0.0573 -12.1% | \$0.0573 -12.1% |

NOTES:

- Current Supply is based on contract prices from Jun 2016 - Jun 2018 with Direct Energy (O&R and NYSEG) or Engie (CH).
- Prices shown are the load-weighted averages across all school district accounts in the aggregation on the same Utility rate.
- Prices are based on 25% materially-adverse change.
- All prices shown above include applicable taxes (gross receipts tax).
- Prices above do not include costs for the new NY Clean Energy Standard (CES). CES costs will be passed-thru on supplier bills.
- Negative percentages reflect how much lower the bid price is relative to the Current Supply.
- No bids were received from Agera, Constellation, EDF or NextEra.
- Blue prices indicate lowest bids.