



**DPL Energy Resources - Commercial Generation Supply Agreement
Ohio Power Company
Terms and Conditions of Service**

This Generation Supply Agreement ("Agreement") is entered into, by and between **DPL Energy Resources, Inc.** ("DPLER") d.b.a. DPL Energy, a subsidiary of DPL Inc. ("DPL") located at 1065 Woodman Drive, Dayton, Ohio

45432 and _____

("Customer"), located at _____

"We", "us" or "our" refers to DPL Energy, and "you" or "your" refers to the Customer. "Utility" refers to the Ohio Power Company. DPLER is an affiliate of The Dayton Power & Light Company. This Agreement is subject to the following terms and conditions:

1. **Authorized Locations** - This Agreement relates only to commercial Customer account numbers and locations listed in Appendix A attached hereto and incorporated herein with peak demand less than 500 kW, annual usage less than 700,000 kWh, and settled under Utility load profiles GS1 or GS2. If, after commencing Service hereunder, your demand for any account exceeds 500 kW and/or is settled under any rate schedule other than GS1 or GS2, DPLER may agree to continue Service under this Agreement to any such account(s). Our obligation to provide Service under this Agreement is subject only to the occurrence or non-occurrence of any act or event that is not reasonably within our control.
2. **Nature of the Services** - Upon execution of this Agreement, DPLER agrees to provide and/or arrange for electric generation supply, which currently include electric energy, capacity, bypassable transmission, bypassable ancillary services, and alternative and renewable energy requirements required by a competitive retail electricity supplier ("Service") to meet the Customer's full usage requirements for electric generation supply at the Authorized Locations as described above in Section 1. In return, you agree to receive and pay for that Service.
3. **Term** - This Agreement becomes effective when you accept our offer and shall continue, subject to the provisions of this Agreement, for the term of Service as provided in this Agreement. Service will be for the Initial Term set out below and for such other term in accordance with Section 13 of this Agreement.
4. **Price** - The price to Customer for Service received under this Agreement during the Initial Term shall be set out below.
5. **Right to Rescind**. If you are a non-mercantile customer as defined by the Public Utilities Commission of Ohio, you can rescind your acceptance of this Agreement with no penalty within seven (7) calendar days from the postmark date on the confirmation notice that will be sent to you by the Utility. Cancellations may be made to the Utility by telephone.
6. **Billing and Payments** - For each account, you will receive one monthly bill from the Utility with its charges and our charges, and you will continue to pay your

bill following the Utility's billing and payment policies. The Utility's charges include distribution (delivery) service and all non-bypassable charges of the Utility that are approved by the Public Utilities Commission of Ohio (PUCO). If you have any questions regarding the Utility charges, please contact them directly at 1-800-277-2177. Failure to pay your Utility charges may result in disconnection as provided for in the Utility's tariff. We do not offer budget billing or summary billing for Service under this Agreement. If you do not pay your bill on time, you may incur late fees. You may also forfeit your ability to choose another electric generation provider until arrearages are paid. In addition, we may require reasonable credit assurance as provided in Section 7 below and/or automatically return you to the Utility's standard offer service. We may cancel this Agreement upon fourteen (14) days written notice for non-payment.

7. **Credit and Deposit** - Prior to the acceptance of this Agreement by DPLER, DPLER may conduct a credit check to determine your initial creditworthiness. You consent to said credit check and agree that if you do not satisfy our credit standards, we may request reasonable credit assurance to accept this Agreement, which may include requiring a deposit based on 60 days of DPLER charges. No interest will be paid on a required deposit. In addition, we may require reasonable credit assurance if you do not pay your bill on time. Any cash deposit will be allocated to any balance owed to us at the time of your final bill with DPLER charges, and any remaining amount will be returned to you.
8. **Actions of Governmental and Regulated Entities** - If action is taken by the Utility, applicable regional transmission organization, transmission provider, or any federal, state or local governmental authorities which materially changes the amounts charged by such entities to us or charged by such entities to our wholesale supplier and flowed-through to us, including any increases or changes in applicable taxes, or which materially changes the manner in which we provide Service to you, we may, in our sole discretion, elect to adjust the price for Service under this agreement to account for any such cost increases or material changes in Service. The Price set out in Section 3 assumes RPM-based capacity pricing. Any cost for capacity incurred by DPLER in excess of these applicable RPM-based prices shall be passed through directly to you.
9. **Environmental Disclosure** - Our environmental disclosure information is provided with this Agreement and is shown at our website. The specific web address is: www.dplenergy.com/env-disclosure.pdf. You agree that we may make required quarterly updates electronically at our website. We will also provide the information to you at no charge upon request.
10. **Contacting Us** - You can reach us:
 - **By mail** at 1065 Woodman Drive, Dayton, Ohio 45432;
 - **By telephone** at (937) 259-7046 or toll-free at 1-888-674-3753;
 - **Internet:** www.dplenergy.comOur business hours are 8:00 AM to 5:00 PM Eastern Time, Monday through Friday.
11. **Questions and Disputes** - If you have a complaint that is not resolved after you have called us and/or your electric Utility, or for general utility information you may contact the PUCO for assistance toll-free at 1-800-686-7826, or for



TDD/TTY toll-free at 1-800-686-1570, from 8 AM to 5 PM, Monday through Friday, or at www.PUCO.ohio.gov.

12. **Access to and Release of your Information** - You agree that the Utility may provide us with any information we need to help us serve you, including your meter readings, billing records, consumption records, and projections. You also agree that we may provide Utility with a copy of this Agreement, and you authorize the Utility to treat a copy of this Agreement as the original during the term. We will not release your account number or social security number without your written consent, except for our own credit and collection purposes, for permitted assignments of this Agreement or (as to your account number) for governmental aggregation, or as otherwise required by law.
13. **Contract Expiration/Automatic Renewal – At the end of the Initial Term and any Renewal Term, this Agreement will expire or, at our option, automatically renew for a term less than or equal to the Initial Term unless you affirmatively cancel this Agreement.** Not more than 90 days or less than 45 calendar days before the expiration of the Initial Term and any Renewal Term or the date on which we propose to change the terms of our service, **you will receive notice in writing from us that describes the proposed changes in our terms if any and states that this Agreement will renew at the specified rate unless you affirmatively cancel this Agreement.** We will also provide you a second notice at least 35 calendar days before the expiration of such term. In these notices we will explain your options which may include renewal of this Agreement, the specified rate, proposed changes if any, and what actions you must take to cancel this Agreement. You are responsible for arranging your electric supply upon the expiration or termination of this Agreement.
14. **Miscellaneous** - You have the right to request your Service payment history from us twice within a 12 month period for up to the 24 month period predating the request without charge. You may be charged a switching fee by the Utility, and if you switch back to the Utility you may not be served at the same rates, terms and conditions as other Utility customers. You are solely responsible for any contract termination fees or other fees or damages assessed by any other competitive retail electric supplier. You authorize, but do not obligate, us to exercise your government aggregation opt-out rights.
15. **Termination by Customer** - You may terminate this Agreement without penalty if you move outside the area we are certified to serve or where we charge a different price. During the Initial Term, you may terminate this Agreement at any time upon payment of an early termination fee equal to 1.5 cents per kWh multiplied by your average monthly usage over the past 12 months, multiplied the greater of 3 months or the number of months remaining in the initial term. The termination fee during any Renewal Term will be \$25.
16. **Successors and Assigns** – We may assign this agreement to an affiliate or third party, in whole or in part, and will provide you with forty-five (45) days written notice of any assignment.
17. **LIMITATION OF REMEDIES, LIABILITY AND DAMAGES - THE REMEDY IN ANY CLAIM OR SUIT BY YOU AGAINST US WILL BE LIMITED TO THE LESSER OF THE DIRECT ACTUAL DAMAGES, OR THE AMOUNT PAID TO US UNDER**

THIS AGREEMENT FOR THE SIX MONTH PERIOD PRIOR TO THE OCCURRENCE THAT GAVE RISE TO SUCH CLAIM.

18. **Interval Meter:** Should we elect to continue service under this Agreement to an account with peak demand exceeding 200kW, you agree to pay the cost to install an interval meter and a phone line that is required by the Utility to transmit the interval information to the Utility. Should you choose not to pay for the cost of the interval meter and required phone line, that shall be considered as an early termination of this Agreement, and the early termination fee shall apply.
19. **Facsimile and Electronic Signatures** - This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all signatures delivered by facsimile and/or electronically shall be as effective as original signatures.

Rate and Term

The Initial Term of Service will be from your meter reading in _____ through your meter reading

- 12 Months Later
- 18 Months Later
- 24 Months Later
- 36 Months Later
- May-17

Your rate shall be \$_____ per kilowatt-hour.

This offer is made on an as-available basis and is valid through _____, **2014** and is subject to change thereafter unless executed and returned to DPLER's sales representative on or before that date.

Customer's Acceptance:

Authorized Signature

Print Name

Date

Print e-mail address

Phone No.

DPLER Acceptance:

Authorized Signature

Print Name

