

ELECTRIC SERVICE AGREEMENT – PENNSYLVANIA – CONSENT TO ENROLL - EXHIBIT A

INVOICE & CONTACT INFORMATION

DYNEGY ENERGY SERVICES (EAST), LLC ("Supplier") 6555 Sierra Drive Irving, TX 75039		Phone: 877-331-3045 Email: CustCare@dynegy.com	Web: www.Dynegy.com
Business Name ("Customer"):			
Contact Name:		Phone #:	
Street Address:		City:	
State:		Zip:	
Email:		RTO:	PJM
Offer Date:		EDC:	

THE TERMS AND CONDITIONS HEREIN ARE HIGHLY CONFIDENTIAL AND PROPRIETARY AND SHALL NOT BE RELEASED TO ANY PERSON, FIRM OR ENTITY WITHOUT THE EXPRESSED PERMISSION OF SUPPLIER.

Table 1: CHARGES FOR ELECTRICITY

Term Months:	Delivery Term Begins:	Power Price (\$/kWh):

Eligibility: This Agreement is only applicable to commercial accounts that are not part of a national account involving multiple facilities in one or more states, as defined by the Electric Distribution Company ("EDC") and/or as designated at the time of execution of this Agreement. Customer must complete and sign Exhibit A and return all pages of this Agreement to Supplier. Supplier reserves the right to not initiate service under this Agreement if, at Supplier's sole discretion, it is determined Customer is ineligible for this offer.

Net Metering: Customer must enroll and be accepted in Supplier's net metering program in order to participate in net metering with Supplier, as applicable by the Pennsylvania Alternative Energy Portfolio Standards, 73 P.S. § 1648.1, which may be amended from time to time.

Customer:		Customer Notice, if different from above: (Do not use P.O. Box)
		ATTN:
Signature:		Address:
Print Name:		
Print Title:		E-mail:
Date:		Phone:
<input type="checkbox"/> Check here if you are a state agency subject to the Pennsylvania Prompt Pay Act, as defined by 62 Pa.C.S.A. § 3901, et seq. <input type="checkbox"/> Initial here for authorization for electronic mail communication		

By signing above, you certify that 1) you are authorized to enter into this Agreement with Supplier, 2) you have read the Terms & Conditions of this Agreement and Customer will be bound by such Terms & Conditions, and 3) Customer authorizes Supplier to enroll the Account(s) listed in Table 2 with the EDC which will allow Supplier to provide retail electric services.

Upon execution by Customer and delivery to Supplier, this Agreement is binding. Please retain a copy for your records. Supplier will forward all necessary documents to the EDC.

Pennsylvania Commercial Disclosure Statement, Electric Service Agreement and Terms of Service

This Electric Service Agreement; Disclosure Statement, Terms of Service and associated Exhibit A (collectively, the "Agreement"), by and between Supplier and Customer and is dated and effective as of the date the Exhibit A is signed by Customer, applies to, and represents the entirety of, Supplier's and Customer's understandings and agreements regarding Customer's full requirements for electricity to the Account(s) set forth in Table 2 of Exhibit A ("Accounts"). Supplier and Customer may be referred to herein individually as a "Party" and collectively as the "Parties". To the extent there is a conflict in the terms, interpretation or understanding of this Agreement and Exhibit A, the terms of Exhibit A shall supersede the terms of this Agreement.

1. Power Price During Initial Term

You will pay a fixed price for electric generation service ("Service") through the length of the initial Term as stated in Exhibit A ("Initial Term"). This fixed price includes Transmission Charges (if applicable) and estimated Total State Taxes, including the Gross Receipts Tax, but excludes state sales tax and county tax. Except as otherwise provided in this Agreement or as required by law, all taxes of any kind, nature and description, due and payable with respect to your performance of your obligations under this Agreement, will be paid by you. The supply of electric power under this Agreement will be measured at the delivery point by the Electric Distribution Company ("EDC") providing the delivery service in accordance with the terms of the applicable tariff for the electric generation service.

2. Term

Your Initial Term of this Agreement for electric generation service will begin for each of the Accounts contingent upon confirmation of successfully enrolled Direct Access Service Request from the host EDC, on the first available meter reading date of the month noted under "Term Begins" in Table 1 of Exhibit A or as soon as possible thereafter, and ends on the regularly scheduled meter reading date for the month noted under "Term Ends" in Table 1. Any period of Service under this Agreement following the Initial Term is deemed a "Renewal Term". The Initial Term and Renewal Term may each be referred to as a "Term".

3. Renewal, Change in Agreement

Unless you instruct otherwise, at the end of your Initial Term or Renewal Term, the Accounts will be automatically renewed onto either: (i) a month-to-month Variable Rate that can be cancelled at any time without penalty, or (ii) a subsequent fixed rate plan for which Supplier has provided notice. Variable Rates change at the Supplier's discretion and may be higher and lower each month based on business and market conditions. Variable Rates are set in the Supplier's discretion and may vary based on numerous factors, including, but not limited to, the Supplier's assessment of applicable market and business conditions, operation costs, historic and projected supply and hedging costs, prior meter read cycle's pricing, customer retention or attrition, projected average customer bill amounts and EDC and/or NGDC pricing or "price to compare" and applicable pricing reset dates and may include the following additional costs: ancillary services and other ISO costs, capacity costs, transmission costs, line loss costs, RMR costs, credit costs, balancing costs, winter reliability costs, and costs associated with meeting any applicable renewable portfolio standards, and a profit margin determined in the Supplier's discretion that may vary from month to month. Historical pricing is not indicative of present or future pricing.

4. Billing and Payment

Customer will receive a single bill from the EDC that contains Supplier charges set forth in this Agreement and EDC charges. Customer will make payments to the EDC according to the EDC's billing rules and schedules. Failure to pay invoice charges may result in the Accounts being disconnected in accordance with the EDC's business practices. If, due to Utility rules, any Account(s) become ineligible for a single bill from the Utility at any time during contract, then Supplier will issue an invoice for all ineligible Account(s). Supplier's invoice will reflect the Power Price for Retail Power times the kWh each month for those accounts billed by supplier, and Customer will make payments to Supplier within twenty-one (21) days from the invoice date. Late payment charges may be assessed at the rate of 1.5% per month of the outstanding invoice amount if not received by the due date. If specified above that Customer is a local government entity as defined by its local government Prompt Payment Requirements Act as indicated on Exhibit A, then, in such event, said Act shall control with regard to the calculation of payment due dates and late payment charges. All other provisions in this paragraph remain the same and are in effect.

5. Financial Responsibility

If requested, Customer shall provide a payment history record from the EDC to determine Customer's creditworthiness. If Customer's credit becomes unsatisfactory including, but not limited to, a consistent pattern of late payments as determined by Supplier in a commercially reasonable manner during the Term of this Agreement, Supplier may terminate this Agreement by thirty (30) calendar days' notice of cancellation. Customer remains obligated to pay for all electric generation service delivered within ten (10) calendar days following the termination date, as well as any applicable early cancellation fee.

6. Termination

Supplier may cancel this Agreement for any non-payment or other breach of this Agreement upon mailing, at least 30 days' prior, written notice to you of such cancellation. If you fail to cure within the 30-day notice period, Supplier may cancel the Agreement even if you subsequently cure the non-payment or breach after such period has expired. Supplier also may cancel this Agreement due to a change in law or other act beyond Supplier's reasonable control, if Supplier is no longer able to serve you, or if you provide false, inaccurate, or misleading information to Supplier or to the EDC. Upon cancellation of this Agreement either by you or Supplier, you will return to default service from the EDC until you designate another provider of electric generation service or service is shut off by the EDC. The effective date of any cancellation will be on a date set by your EDC after expiration of the required notice period. **UPON ANY CANCELLATION, YOU WILL REMAIN RESPONSIBLE FOR ALL PAYMENTS AND OBLIGATIONS UNDER THIS AGREEMENT UNTIL SUCH EFFECTIVE DATE OF CANCELLATION, INCLUDING ANY APPLICABLE EARLY CANCELLATION FEE.** An EDC cannot terminate or interrupt the delivery of electricity to you because of any dispute between Supplier and you, but an EDC may terminate such service for nonpayment of EDC charges in accordance with applicable law. Only the EDC may shut off your electric power.

7. Early Cancellation Fee

If Service to any of the Accounts is terminated prior to the end of the Initial Term or any fixed duration Renewal Term, the early cancellation fee for each Account is equal to the Remaining Contract Quantity times the greater of (i) \$150.00, or (ii) liquidated damages which you agree is the Remaining Contract Quantity times the greater of (A) Contract Price less Market Price at the time of the termination, or (B) \$0.02/kWh. Remaining Contract Quantity shall mean the total estimated usage for the period remaining in the fixed Term of this Agreement at the time

of termination, based on the historical usage of the Accounts or the Accounts' estimated usage calculated in a commercially reasonable manner. The Market Price for the remainder of the fixed Term will be determined by Supplier in a commercially reasonable manner.

8. Independent Seller

Supplier is licensed by the Pennsylvania Public Utility Commission ("PUC") to offer and supply electric generation services in Pennsylvania. We set the generation prices and charges that you pay. Your EDC will continue to deliver the electric generation to you. Supplier is not representing or acting on behalf of any EDC responsible for the service territory where you reside. The PUC regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services.

9. Change in Law or Regulatory Event

If, during the Term or Renewal Term, any change in, or enactment of, any rule, regulation, operating procedure, tariff, transmission tariff, ordinance, statute, or law beyond Supplier's reasonable control affects the price, sale or transmission, distribution, purchase, or other obligation pertaining to provision of electric generation service under this Agreement, Supplier can adjust the price. If Supplier adjusts the price, Customer will be provided notice of the adjusted price and Customer will have an opportunity to terminate this Agreement without any further obligation by notifying Supplier in writing within 30 days after the date of the adjusted price notice. In such event, Supplier's electric generation service will terminate effective as of the next monthly meter read date, and Customer will be obligated to pay for electric generation service provided until that meter read date.

10. Limitation of Liability

THE EDC CONTINUES TO PROVIDE DELIVERY SERVICES UNDER THIS AGREEMENT; THEREFORE, SUPPLIER WILL NOT BE LIABLE FOR ANY INJURY, LOSS, CLAIM, EXPENSE, LIABILITY OR DAMAGE RESULTING FROM FAILURE BY EDC OR TRANSMISSION PROVIDER. SUPPLIER IS ALSO NOT LIABLE FOR ANY INJURY, LOSS OR DAMAGE RESULTING FROM INTERRUPTION, INSUFFICIENCY OR IRREGULARITIES OF SERVICE. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD-PARTY, FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OR FOR ANY DAMAGES OF A SIMILAR NATURE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

11. Assignment

Supplier may assign, subcontract, or delegate all or any part of the rights and/or obligations under this Agreement, including your payment obligations. You may not assign any of your rights or obligations under the Agreement without Supplier's prior written consent.

12. Information Release Authorization

You authorize Supplier, throughout the Term of this Agreement, to obtain information from the EDC including, but not limited to, account name, account number, billing address, service address, standard offer service type, historical and future electricity usage, rate classification, meter readings (including but not limited to data from advanced meters, if any), characteristics of electricity service, and, when charges under this Agreement are included on your EDC bill, billing and payment information from the EDC. Supplier will maintain the confidentiality of your personal information, including your name, address, telephone number, electric usage and historic payment information, as required by applicable Commission regulations and Federal and State laws. Supplier may share information about your account with any partner or agent that needs to know such Supplier in connection with your power and energy service. To opt-out of the release of information to any



unaffiliated third parties, you must notify Supplier as indicated in Section 18. Information on

generation energy sources, energy efficiency, environmental impacts or historical billing data is available upon request. If you provide us with your email address, you are (a) consenting, where permitted by applicable law, to receiving documents, notices and other communications from us in electronic form and (b) required to notify us of any change in your Email address or any withdrawal of consent for the electronic documents, notices and other communications. These authorizations shall remain in effect as long as this Agreement (including any Renewal Term) is in effect. You may rescind these authorizations at any time by calling or providing written notice to us at the number and/or address provided below. Supplier reserves the right to reject your enrollment or cancel the Agreement if you rescind these authorizations.

13. Dispute Resolution

Dispute Procedures: Contact us as provided in Section 18 with any questions concerning billing or other terms of service.

ARBITRATION AGREEMENT:

In the unlikely event that Supplier is unable to resolve a dispute or complaint you may have to your satisfaction, the Parties each agree to resolve those disputes through binding arbitration or small claims court instead of in courts of general jurisdiction. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award.

Supplier and you agree to arbitrate **all disputes and claims** between us. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:

- claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal or equitable theory;
- claims that arose before this or any prior Agreement or contract;
- claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
- claims that may arise after the termination of your Agreement or contract.

Notwithstanding the foregoing, either Party may bring an individual action in small claims court. This arbitration agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, including, for example, a state public utility commission. Such agencies can, if the law allows, seek relief against us on your behalf. No amendment of this arbitration agreement shall apply to disputes or claims of which Supplier had actual notice from you on the date of the amendment. **You agree that, by entering into your Agreement, you and Supplier are each waiving the right to a trial by jury or to participate in a class action, and the Federal Arbitration Act governs the interpretation and enforcement of this Agreement.** This arbitration agreement shall survive termination of your Agreement.

The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this agreement, and will be administered by the AAA. The AAA Rules are available online at adr.org or by calling the AAA at 1-800-778-7879. The arbitrator is bound by the terms of your Agreement. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide.

The arbitrator may award declaratory or injunctive relief only in favor of the individual Party seeking relief and only to the extent necessary to provide relief warranted by that Party's individual claim. **YOU AND DYNEGY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR OUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, INCLUDING IN ANY PROCEEDING THAT ORIGINATES IN A SMALL CLAIMS COURT AND ANY RELATED APPEAL.** Further, unless both you and Supplier agree otherwise, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.

14. Limitation of Liability; Jury Trial Waiver

You agree that neither Supplier nor any of its affiliates, contractors, or subcontractors will be liable for any damages or claims for matters within the control of the EDC or the ISO-controlled or RTO-controlled electricity grid, including maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, meter readings, or injury to persons or damage to property caused by the delivery or supply of electricity. Also, neither Supplier nor any of its affiliates, contractors, or subcontractors will be responsible for any failure to commence or terminate power or energy service on the date specified herein because of any failure or delay in enrolling you with the EDC. In no event will Supplier be liable for any punitive, incidental, consequential, exemplary, indirect, third-party claims or other damages whether based on statute, contract, tort, negligence, strict liability or otherwise, or for lost profits arising from any breach or nonperformance. Supplier's liability will be limited to direct actual damages only, which will not exceed the amount of your single largest monthly invoice during the preceding 12 months. You hereby waive all other remedies at law or in equity. There are no third-party beneficiaries to this Agreement. You and Supplier agree irrevocably and unconditionally (a) to waive any right to a trial by jury and (b) to waive any right to initiate or become a party to any class action claims in respect of any action, suit or proceeding directly or indirectly arising out of or relating to this Agreement.

WAIVER OF RIGHT TO JURY TRIAL OR TO CLASS ACTION OR CLASS ARBITRATION:

TO THE FULLEST EXTENT THAT APPLICABLE LAW ALLOWS, YOU AND SUPPLIER AGREE THAT (1) YOU AND DYNEGY WAIVE ANY RIGHT TO TRIAL BY JURY AND (2) NEITHER YOU NOR DYNEGY WILL SEEK OR SUPPORT ANY ORDER CERTIFYING AN ACTION OR ARBITRATION INVOLVING YOU AND SUPPLIER AS A CLASS ACTION OR CLASS ARBITRATION OR JOIN OR PARTICIPATE AS A PARTY OR CLASS MEMBER IN ANY ACTION OR ARBITRATION BY ANOTHER PARTY AGAINST EITHER YOU OR DYNEGY.

15. Force Majeure

If Supplier is unable to perform in whole or in part by a Force Majeure event, its performance under this Agreement will be excused for the duration of such event. A Force Majeure event includes but is not limited to acts of God; acts of any governmental authority; accidents; strikes; labor disputes; required maintenance work; inability to access the EDC's system; non-performance by the EDC, ISO or RTO, including but not limited to a facility outage on its distribution lines; changes in laws, rules or regulations of any governmental authority; or any cause beyond Supplier's reasonable control.

16. Miscellaneous

The validity, interpretation, and performance of this Agreement shall be governed by and performed in accordance with the laws of the state. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes and extinguishes any and all prior oral or written agreements between the Parties concerning the subject matter of this Agreement.



This Agreement may only be modified or amended through a written document signed by both Parties. Except as otherwise set forth in this Agreement, failure or delay on the part of Supplier to exercise any right, power, or privilege under this Agreement shall not operate as a waiver of such right, power or privilege of this Agreement.

17. Customer Service

For questions about this Agreement, electric generation service, or a change in Customer name, please contact our Customer Care Department by calling toll-free or by e-mail at the information found on Exhibit A. **IN THE EVENT OF AN EMERGENCY, POWER OUTAGE, OR WIRES AND EQUIPMENT SERVICE NEEDS, CONTACT YOUR EDC.**

18. Contact Information

Electric Generation Supplier: Please use the following information to contact us with any questions about this Agreement or Dynegy charges on your invoice, to provide all notices under this Agreement, or to resolve any disputes regarding this Agreement. Dynegy's license number is A-2010-2199236.

Name: Dynegy Energy Services (East), LLC
Address: 6555 Sierra Drive, Irving, TX 75039
Phone Number: 877-331-3045
Email Address: custcare@dynegy.com
Internet Address: www.dynegy.com

Electric Distribution Company/Default Service Provider: For emergencies relating to your services, such as a power outage, or for information about universal service programs, please call your EDC at the following number:

Allegheny/West Penn Power:	1-800-255-3443
Citizens' Electric Company:	570-524-2231
Duquesne Light Company:	1-888-393-7000
Med-Ed, Penelec, and Penn Power:	1-800-545-7741
PECO Energy Company:	1-800-494-4000
PPL Electric Utilities:	1-800-342-5775
Pike County Light & Power:	1-877-434-4100
UGI Utilities:	1-800-276-2722
Wellsboro Electric Company:	570-724-3516

Public Utility Commission ("PUC"):

Internet Address: www.puc.pa.gov
Address: 400 North Street, Harrisburg, PA 17120
Phone Number: 1-800-692-7380

18. Definitions:

- a. **Distribution Charges** - Part of the basic service charges on every customer's bill for delivering electricity from the electric distribution company to your home or business. The distribution charge is regulated by the Public Utility Commission. This charge will vary according to how much electricity you use.
- b. **Generation Charge** - The charge for producing electricity. Generation service is competitively priced and is not regulated by the Public Utility Commission. If you purchase electricity from an electric supplier, your generation charge will depend on the contract between you and your supplier.

- c. **Transmission Charge** - The cost for transporting electricity from the generation source to your electric distribution company. For most electric customers who select a new supplier, transmission costs will be included in the charges from your new supplier. The Federal Energy Regulatory Commission regulates retail transmission prices and services. This charge will vary with your source of supply.
- d. **Electric Distribution Company (“EDC”)** - The public utility that provides facilities for the transmission and distribution of electricity to retail customers. Electric distribution companies are regulated by the PUC. Exceptions include building or facility owners or operators that manage their internal distribution system and supply electric power and electric services to occupants of the building or facility.
- e. **Residential Customer** - The term refers to a person who receives electric service under a residential rate classification. Term includes a purchaser of electric power in whose name a service account exists with an EDC as well as all persons authorized to act on a customer’s behalf.
- f. **Small Commercial Customer** – The term refers to a person, sole proprietorship, partnership, corporation, association or other business entity that receives electric service under a small commercial, small industrial or small business rate classification, and whose maximum registered peak load was less than 25 kWh within the last 12 months.

Addendum

If your businesses maximum registered peak load was less than 25 kW within the last 12 months, these additional provisions apply to your Agreement.

1. Information about shopping for an electric supplier is available at www.PaPowerSwitch.com or other successor media platform as determined by the PUC, by calling the PUC at (800) 692-7380 and the Office of Consumer Advocate at (800) 684-6560 or at www.oca.state.pa.us
2. You may cancel this Agreement at any time before midnight of the third business day after receiving this disclosure by notifying Supplier in writing at the address provided below (written notification must be placed in the mail by the end of the third business day), by emailing Supplier at custcare@dynergy.com, or by calling us at 877-331-3045.
3. If you have a fixed duration contract that will be ending, or whenever Supplier wants to change the contract, you will receive two separate notices before the contract ends or the changes happen. You will receive the first notice 45-60 days before, and the second notice 30 days before the expiration date or the date the change becomes effective. These notices will explain your options. If you terminate service after receiving your second renewal notice you will not be charged an early cancellation fee.
4. If Supplier wants to change the contract, you will receive two separate notices before the changes happen. You will receive the first notice 45 to 60 days before the change, and the second notice 30 days before the change. These notices will explain your options.
5. Variable Rates may change each billing period. Your Variable Rate will be disclosed at the time of billing. There is no limit on how much your Variable Rate may change from one billing period to the next. You may obtain Supplier’s previous 24 months’ average monthly billed Variable Rate prices by visiting <https://www.dynergy.com> or contacting Company as indicated in Section 18.