

**DELAWARE ELECTRIC COOPERATIVE, INC.
GREENWOOD, DE**

**ELECTRIC
SUPPLIER AGREEMENT**

April 1, 2019

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THE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, ____ by and between Delaware Electric Cooperative, Inc. (the “Cooperative”), a corporation and a public utility organized and existing under the laws of the State of Delaware and _____, a _____ organized and existing under the laws of _____, with Delaware Taxpayer Identification Number _____, (“Supplier” or “Electric Supplier”), both the Cooperative and the Supplier hereinafter sometimes referred to collectively as the “Parties”, or individually as a “Party”,

WITNESSETH:

WHEREAS, the Cooperative is currently a public utility engaged in the distribution and sale of electric energy with an exclusive franchise to serve Customers located within certain areas of the State of Delaware; and

WHEREAS, certain Delaware Statutes and certain Rules and Regulations of the Public Service Commission of Delaware (“Commission”) (generally, the “Applicable Legal Authorities”) provide for the restructuring of the electric industry in Delaware from that of a public utility service to allow direct access to the distribution system by entities that have successfully completed the certification process set forth in the Applicable Legal Authorities; and

WHEREAS, the Applicable Legal Authorities provide that, with implementation of such access to the distribution system, the Cooperative will continue to serve as the exclusive electric distribution provider within its, Service Territory; and

WHEREAS, the Supplier is thus certified to supply electric service to customers in the State of Delaware; and

WHEREAS, the Supplier intends to negotiate with customers for the sale of Electric Supply Services and to make such sales; and

WHEREAS, an agreement between the Cooperative and the Supplier is needed in order for the Supplier to engage in the provision of Electric Supply Services in the Cooperative’s Service Territory;

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth below, the Parties hereto, intending to be legally bound, hereby covenant, promise and agree as follows:

ARTICLE 1: DEFINITIONS

The following definitions are applicable to the Electric Supplier Agreement:

Account – an account for a Customer is one metered or unmetered rate or service classification which normally has one electric delivery point of service. Each Account shall have only one Electric Supplier providing the electric supply requirements for that one Account. Multiple Accounts under the same name are considered multiple Customers.

Advanced Metering - metering equipment that provides for the monitoring and/or recording of electric consumption data to enable the interval measurement of energy and demand.

Ancillary Services – services that are necessary for the transmission and distribution of electricity from supply sources to loads and for maintaining reliable operation of the transmission and distribution system.

Business Day – day on which the Cooperative’s corporate offices are open for business.

Commission - the Public Service Commission of Delaware

Charge - any fee or charge that is billable by the Cooperative to the Supplier under this Agreement, including any charge for Supplier Services.

Cooperative’s System - the integrated distribution facilities owned, operated, or maintained by the Cooperative or its agent.

Competitive Electric Supply - unbundled energy, capacity, transmission and ancillary services, including all losses on all of the aforementioned, provided by an Electric Supplier to a Customer. Competitive Electric Supply shall include any state or federal mandated requirements for renewable energy.

Coordinated Supplier - an Electric Supplier that has appointed a Scheduling Coordinator as its designated agent for the purpose of submitting energy schedules to the PJM OI.

Cramming – means the practice of charging Customers for services that they have not ordered or have been sold in a deceptive manner such that the customer is not reasonably aware of the nature or price of the service for which he or she is being charged.

Credit Amount - an amount equal to three months of customer payments to the Supplier/Cooperative.

Credit Resources – the Supplier must demonstrate sufficient financial resources, including but not limited to an investment-grade bond rating, a guarantee from a parent entity with an investment-grade bond rating, and/or a letter of credit or deposit in the Credit Amount.

Creditworthy - in the judgment of the Cooperative, the Supplier timely pays the Cooperative's Charges as and when due, maintains Credit Resources as determined by the Cooperative, and otherwise complies with this Agreement and the Commission's regulations and procedures. To determine whether a Supplier is Creditworthy the Cooperative will evaluate the Supplier's record of paying the Cooperative Charges and may also take into consideration the Supplier's credit history.

Customer - any person, partnership, association, corporation, or other entity: (i) in whose name a service Account is listed, (ii) who occupies or is the ratepayer for a premise, building, structure, etc., and (iii) who is primarily responsible for payment of bills. A Customer includes anyone taking Delivery Service or combined Electric Supply & Delivery Service from the Cooperative under one service classification for one Account. Multiple Accounts under the same name are considered multiple Customers.

Deliver - to "Deliver" a document or other item under this Agreement shall mean to tender by certified mail, hand delivery, or overnight express package delivery service.

Delivery Service – the provision of electric distribution and other services provided by the Cooperative.

Demand – the rate of use of energy during a specified time interval, expressed in kilowatts.

Distribution Facilities – electric facilities owned by the Cooperative that are used to Deliver Electric Supply Service to Customers, up through and including the point of physical connection with electric facilities owned by the Customer.

Electric Supply – the provision of Electric Supply Services (i.e., capacity, energy, renewable energy, fuel, transmission and ancillary) for an Account from the Cooperative.

Electric Supply Service - the provision of electricity and related services to Customers.

Emergency - a condition or situation which the Cooperative, or PJM deems, in its reasonable judgment, is imminently likely to endanger life or property, or affect or impair, or imminently will affect or impair, the Cooperative's electric delivery system or the electric delivery systems of others to which the Cooperative's electric delivery system is directly or indirectly connected. Such a condition or situation includes, but is not limited to, potential overloading of the Cooperative's integrated distribution system, PJM minimum generation ("light load") conditions, unusual operating conditions on either the Cooperative's or the Supplier's electrical system or conditions such that the Cooperative is unable to accept electricity from the Supplier without jeopardizing the Cooperative's electric delivery system or the electric delivery systems of others to which the Cooperative's electric delivery system is directly or indirectly connected.

FERC - the Federal Energy Regulatory Commission.

Force Majeure – an event of Force Majeure shall be as defined in Section 18.1

Interest Index – An annual interest rate determined by the average of 1-year treasury bills for September, October and November of the previous year.

Interval Metering – the use of a device to measure and record units of electrical consumption, at prescribed time intervals.

Kilowatt or kW - unit of measurement of useful power equivalent to 1000 watts.

Kilowatt-hour or kWh – 1,000 watts for one (1) hour, or 1,000 watt-hours

Load Serving Entity or "LSE" - an entity that has been granted the authority or has an obligation pursuant to State or local law, regulation or franchise to sell electric energy to end-users (Customers) located within the PJM Control Area as that term is defined by the PJM Tariff

Megawatt or MW - one thousand kilowatts.

Meter Read Date - the date on which the Cooperative schedules a meter to be read for purposes of producing a customer bill in accordance with the regularly scheduled billing cycles of the Cooperative.

Month - a month under this Agreement means one-twelfth of a year, or the period of approximately 30 calendar-days between two regular consecutive readings of the Cooperative's meter or meters installed on the Customer's premises.

PJM - the PJM Interconnection, L.L.C.

PJM Control Area - that certain geographic area encompassing systems in Delaware, Illinois, Indiana, Kentucky, Maryland, Michigan, New Jersey, North Carolina, Ohio, Pennsylvania, Tennessee, Virginia, West Virginia and the District of Columbia and which is recognized by the North American Electric Reliability Council as the "PJM Control Area."

PJM OI - the PJM Office of Interconnection; the system operator for the PJM Control Area.

PJM Tariff - the PJM Open Access Transmission Tariff on file with the FERC and which sets forth the rates, terms and conditions of transmission service over transmission facilities located in the PJM Control Area.

Premise – one contiguous property or site which normally has one delivery point of service and one or more metered or unmetered service classes that when totaled equal the entire electricity used at that one premise or site. Each premise shall have only one electricity Supplier providing the electric supply requirements for that one premise. Multiple premises or sites under the same name are considered multiple Customers.

Renewable Portfolio Standard – As defined in State of Delaware Code, Title 26, Chapter 1. Public Service Commission, Subchapter III-A.

Retail Competition – the right of a Customer to buy Electric Supply Services from an Electric Supplier.

Scheduling Coordinator - an entity recognized by the PJM OI and qualified to act on behalf of a Supplier in taking such actions with PJM as are necessary in order for the Supplier's Responsibilities to be met, including the submission of energy schedules to the PJM OI, and including fulfillment of all obligations associated with service to Customers, including the obligations of a Load Serving Entity under the PJM tariff, and all other PJM procedures, agreements, and manuals, and that is (1) a signatory of applicable PJM Agreements or (2) is the agent, for scheduling purposes, of one or more Electric Suppliers that are signatories of applicable PJM Agreements.

Service Territory - the geographic areas of the State of Delaware in which the Cooperative has an exclusive franchise to serve electric customers.

Slamming – means the unauthorized enrollment of a customer without the customer's permission or the unauthorized transfer of a customer to another Electric Supplier.

Supplier Representative - any officer, director, employee, consultant, contractor, or other agent or representative of the Supplier duly authorized to act in connection with the Supplier's activity solely as a Supplier. To the extent a Supplier is a division or group of a company, the term Supplier Representative does not include any person in that company who is not part of the Supplier division.

Supplier or Electric Supplier - a provider of Electric Supply Services that has been certified by the Commission to provide electricity and related supply services to retail customers within the State of Delaware in accordance with the Applicable Legal Authorities.

Supplier Responsibilities - those actions to be taken by a Supplier that permit the type of interface and coordination between Electric Suppliers and the Cooperative in connection with the delivery of Competitive Electric Supply to serve Customers located within the Cooperative's Service Territory (including: load forecasting, certain scheduling-related functions and reconciliation), and any other activity necessary, either with PJM or otherwise, for the Supplier to provide Competitive Electric Supply.

Supplier Services - those services provided by the Cooperative to the Supplier, as identified in this Agreement or as otherwise necessary for the Supplier to provide Competitive Electric Supply to its Customers. A list of such Supplier Services, and the schedule of charges for same, is contained in the Cooperative's tariffs or Appendix B.

ARTICLE 2: GENERAL TERMS AND CONDITIONS

2.1 Agreement to Govern. The Parties named in this Agreement are bound by the terms set forth herein, the applicable terms contained in the Cooperative's retail electric tariff, as it may change from time to time, and the terms otherwise incorporated herein by reference. This Agreement shall govern the business relationship between the Parties hereto by which the Supplier shall provide Electric Supply Services to its Customers via the Cooperative's Delivery System.

2.2 Federal Energy Regulatory Commission ("FERC") Jurisdiction. The inclusion of FERC-jurisdictional matters within the scope of this Agreement is intended solely for informational purposes and is not intended to accord any jurisdictional authority over such matters to the FERC. If anything stated herein is found by the FERC to conflict with or to be inconsistent with any provision of the Federal Power Act ("FPA"), or any rule, regulation, order or determination of the FERC under the FPA, the applicable FERC rule, regulation, order or determination of the FPA shall control.

2.3 Supplier Obligations. The Supplier will be required to: (i) satisfy the creditworthiness standards of the Cooperative and/or the Commission; (ii) obtain a certificate from the Commission and any other appropriate Delaware State agencies for participation in the Delaware retail electric supply market; (iii) execute all appropriate PJM applications and agreements; and (iv) demonstrate, prior to Customer assignment, that it has the technical competence (e.g., communication capabilities) necessary to comply with Electronic Data Interchange ("EDI") standards for the exchange of information, which are initially set in consultation with various potential Suppliers, and may from time to time be modified by the Commission and/or the Cooperative. The foregoing requirements represent conditions precedent to the Cooperative's obligations hereunder.

2.4 Parties' Obligations. The Cooperative shall provide such Supplier Services as necessary for the delivery of the Supplier's energy and capacity to serve Customer load located within the Cooperative's Service Territory. The Cooperative and the Supplier will cooperate in order to ensure delivery of Competitive Electric Supply to Customers as provided for by the Applicable Legal Authorities. The Supplier must make all necessary arrangements for obtaining Competitive Electric Supply in a quantity sufficient to serve its Customers. The Supplier and the Cooperative shall supply to each other all data, materials or other information that is specified in this Agreement, or that may otherwise be reasonably required by the Supplier or the Cooperative in connection with their obligations under this Agreement, in a thorough and timely manner.

2.5 Old Dominion Electric Cooperative ("ODEC") and PJM Services and Obligations. The Supplier is responsible for procuring transmission and other services provided by the PJM OI that are necessary for the delivery of Competitive Electric Supply to its Customers. In addition, the Supplier must satisfy all obligations which are imposed on LSEs in the PJM Control Area. The Supplier must make all necessary arrangements for scheduling and furnishing the energy and capacity for its Customers through the ODEC and PJM OI and in accordance with the applicable system requirements of PJM. The Cooperative and the Supplier shall coordinate with ODEC and PJM OI to determine the magnitude and location of the Supplier's actual or projected load, as required by ODEC and PJM OI, for the purpose of calculating the appropriate

firm transmission service reservation, installed capacity obligation, or other requirements under the PJM Tariff, PJM reliability assurance agreement, PJM operating agreement and any other applicable PJM agreement (collectively, the PJM Agreements).

The Supplier shall meet all applicable reliability standards established by the MidAtlantic Area Council of the North American Electric Reliability Council or its successor, ODEC, PJM or its successor, FERC, Delaware Electric Cooperative, the Commission, or any other State, regional, federal or industry body with authority to establish reliability standards.

2.6 Characteristics of Service. The Delivery Service specified and furnished by the Cooperative shall consist of sixty (60) hertz, single phase or three phase alternating current at one standard primary or secondary voltage. The type of service (number of phases and voltages) available varies with location and load. Voltage delivered to the Customers' facilities normally will be maintained within the limits prescribed by the Cooperative, except under emergency conditions and/or conditions beyond the reasonable control of the Cooperative.

2.7 Communications and Data Exchange. Electronic information exchange between the Supplier and the Cooperative under this Agreement shall employ a Supplier identification number, assigned by the Cooperative, which shall be consistent with the Supplier's Dunn & Bradstreet business number. In addition, the Cooperative may also assign to the Supplier identification numbers that may be required by ODEC and PJM in connection with the submission and/or confirmation of load schedules for serving load in the Cooperative's Service Territory. The Supplier must be equipped with the communications capabilities necessary to comply with the standards set by and which may, from time to time, be modified by the Cooperative and/or the Commission. The Supplier must have in place, and must bear the costs of putting in place and successfully testing prior to the start of Customer assignment, all required information technology systems that will enable it to send and receive data to and from the Cooperative, ODEC and PJM and to satisfy its obligations under this Agreement and all other relevant agreements.

The Cooperative will provide to Supplier Representatives copies of the standard file formats containing the aforementioned data. Nothing herein shall prohibit the Cooperative from making available to the Suppliers other electronic data, in formats chosen by the Cooperative. The Cooperative will not change the file formats without providing Suppliers with adequate notice of any such change.

2.8 Record Retention. The Supplier and the Cooperative shall comply with all applicable laws, and regulations for record retention, as they are and may, from time to time, be modified.

2.9 Codes of Conduct. The Codes of Conduct applicable to the parties, as contained in the Applicable Legal Authorities, are incorporated herein by reference.

2.10 Tariffs Incorporated. The Cooperative's tariffs as approved by the Board of Directors, including the Standard Terms and Conditions, are incorporated hereby by reference.

ARTICLE 3: REPRESENTATIONS AND WARRANTIES

3.1 Supplier Representations and Warranties. The Supplier hereby represents, warrants and covenants as follows that:

(a) The Supplier is a [corporation/partnership/_____] duly organized and validly existing under the laws of the State of _____, and is authorized to do business and is in good standing in the State of Delaware;

(b) The Supplier has all requisite power and authority to carry on the business to be conducted by it under this Agreement and to enter into and perform its obligations hereunder, including Commission certification as an Electric Supplier, which shall be maintained throughout the life of this Agreement, and the lack of which shall immediately terminate the Agreement;

(c) The execution and delivery of this Agreement and the performance of the Supplier's obligations hereunder have been duly authorized by all necessary actions on the part of the Supplier and do not and will not conflict with or result in a breach of the Supplier's charter documents or bylaws or any indenture, mortgage, other agreement or instrument or any statute or rule, regulation, order, judgment, or decree of any judicial or administrative body to which the Supplier is a party or by which the Supplier or any of its properties is bound or subject nor any legal proceeding now pending or, to Supplier's knowledge, threatened;

(d) This Agreement is the valid and binding obligation of the Supplier, enforceable in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency or similar laws from time to time in effect that affect creditors' rights generally or by general principles of equity;

(e) There are no actions at law, suits in equity, proceedings or claims pending against it before any federal, state, foreign or local court, tribunal or government agency or authority that might materially delay, prevent or hinder the performance of its obligations hereunder;

(f) The Supplier is a signatory to applicable PJM Agreements and is in compliance, and will continue to comply, either directly or through its Scheduling Coordinator, with all obligations, rules and regulations, as established and interpreted by the PJM OI, that are applicable to the Load Serving Entities serving Customers located in the PJM Control Area; and

(g) The Supplier will comply with any and all information and data transfer protocols that may be adopted by the Cooperative and, from time to time, modified by the Cooperative after adequate notice to the Supplier.

If the Supplier learns that any of the representations, warranties, or covenants in this Agreement has been violated, the Supplier shall immediately notify the Cooperative via email, with a hard copy of the notice delivered by overnight mail.

3.2 Cooperative Representations and Warranties. The Cooperative hereby represents, warrants and covenants as follows that:

(a) The Cooperative is an electric utility corporation duly organized and validly existing under the laws of the State of Delaware;

(b) The Cooperative has all requisite power and authority to carry on the business to be conducted by it under this Agreement and to enter into and perform its obligations hereunder;

(c) The execution and delivery of this Agreement and the performance of the Cooperative's obligations hereunder have been duly authorized by all necessary actions on the part of the Cooperative and do not and will not conflict with or result in a breach of the Cooperative's charter documents or bylaws or any indenture, mortgage, other agreement or instrument or any statute or rule, regulation, order, judgment, or decree of any judicial or administrative body to which the Cooperative is a party or by which the Cooperative or any of its properties is bound or subject; and

(d) This Agreement is the valid and binding obligation of the Cooperative, enforceable in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency or similar laws from time to time in effect that affect creditors' rights generally or by general principles of equity.

(e) There are no actions at law, suits in equity, proceedings or claims pending against it before any federal, state foreign or local court, tribunal or government agency or authority that might materially delay, prevent or hinder the performance of its obligations hereunder.

3.3 Continuation of Warranties. All representations and warranties contained in Article 3 shall continue for the term of this Agreement.

ARTICLE 4: UTILIZATION OF SCHEDULING COORDINATORS

4.1 Participation Through a Scheduling Coordinator. The Supplier may become a Coordinated Supplier by entering into a business arrangement with another Supplier or other entity that will act as a Scheduling Coordinator. A Coordinated Supplier must enter into this business arrangement with a Scheduling Coordinator for all Supplier Responsibilities, including installed capacity obligation, import capability, load scheduling and reconciliation rights and responsibilities. The Scheduling Coordinator is responsible for meeting all of the requirements of Cooperative and PJM, or under the Applicable Legal Authorities, which may be necessary in order to carry out its responsibilities. All actions of the Scheduling Coordinator on behalf of the Supplier are binding on, and attributable to, the Supplier.

4.2 Designation of a Scheduling Coordinator. To designate a Scheduling Coordinator, the Supplier must provide the Cooperative with a completed Scheduling Coordinator Designation Form, appended hereto as Appendix A, fully executed by both the Supplier and the Scheduling Coordinator. The Scheduling Coordinator Designation Form is not intended to supplement or replace any agency contract between the Supplier and a Scheduling Coordinator. Such designation shall take effect when accepted by the Cooperative, ODEC and PJM.

4.3 Change of Scheduling Coordinator. To change a Scheduling Coordinator, or cease using a Scheduling Coordinator, the Supplier shall notify the Cooperative in writing and said notice shall specify the effective month of the change or termination. The effective day of the change or termination shall be the first day of the month indicated in the notification letter unless notification is received by the Cooperative less than fifteen (15) calendar-days before the first day of that month, in which case the effective day of the change shall be the first day of the subsequent month. In the event the Supplier ceases using a Scheduling Coordinator, the Supplier shall immediately assume the direct performance of all Supplier Responsibilities under this Agreement.

4.4 Load Scheduling through a Scheduling Coordinator. Coordinated Suppliers cannot submit individual load schedules to ODEC and the PJM OI, nor can Coordinated Suppliers propose scheduling changes on an individual basis. Rather, the Scheduling Coordinator is responsible for submitting all schedules and changes thereto on behalf of itself and its Coordinated Suppliers.

4.5 Primary Obligations of Supplier. Notwithstanding any designation of a Scheduling Coordinator, the Supplier remains responsible for fulfilling all of its obligations and requirements under this Agreement.

ARTICLE 5: COMMENCEMENT AND TERMINATION OF AGREEMENT

5.1 Commencement. The term of this Agreement shall commence on the date of execution by both Parties hereto (“Effective Date”). Notwithstanding the Effective Date, the Supplier acknowledges that it may commence the provision of Competitive Electric Supply on the Cooperative’s electric delivery system only in compliance with the Applicable Legal Authorities, after such date for instituting such service has been approved by the Commission, and only after the Supplier has complied with all provisions of this Agreement, and the Cooperative’s tariff.

5.2 Termination. This Agreement shall or may be terminated as follows:

(a) **Withdrawal of the Supplier from Retail Service.** In the event the Supplier ceases to participate in or otherwise withdraws from the provision of Competitive Electric Supply to Customers in the Cooperative's Service Territory, and complies with the notice requirements of Article 11, this Agreement between the Supplier and the Cooperative shall terminate thirty (30) calendar-days following the date on which the Supplier ceases to have any active Customers.

(b) **The Cooperative's Termination Rights Upon Default by the Supplier.** In the event of a Default by the Supplier as addressed herein, which Default is not cured within the period, if any, specified for such cure, the Cooperative may terminate this Agreement by providing written notice to the Supplier, without prejudice to any remedies at law or in equity available to the party not in Default by reason of the Default. The Cooperative shall have the right to terminate the certification of a supplier if it is determined the Electric Supplier has engaged in Slamming, Cramming or other unethical tactics.

5.3 Effect of Termination on Customers. Upon termination of this Agreement, the Supplier shall not be authorized to provide Competitive Electric Service on the Cooperative’s electric delivery system, and any Customers of the Supplier shall either have selected a new Supplier or shall be provided the Cooperative’s Electric Supply and Delivery Service in accordance with the Cooperative’s tariffs.

5.4 Survival of Obligations. Termination of this Agreement for any reason shall not relieve the Cooperative or the Supplier of any obligation accrued or accruing prior to such termination.

5.5 Change in Applicable Legal Authority. If, at any time during the term of this Agreement, the Commission or another Delaware State agency, or a court of competent jurisdiction issues an order, or a federal or state law or regulation is enacted, under which a Party hereto believes that its rights and interests under the Agreement are materially and adversely affected by such order, law or regulation, the Party so affected shall, within thirty (30) calendar-days of the issuance or enactment of such order, law or regulation, provide the other Party with written notice setting forth in reasonable detail how such order, law or regulation has materially and adversely affected its rights and interests under the Agreement, and may terminate this Agreement, subject to any applicable regulatory requirements and after providing thirty (30)

calendar-days prior written notice to the other Party, without any liability or responsibility whatsoever except for obligations arising prior to the date of termination.

ARTICLE 6: EVENTS OF DEFAULT

6.1 Event of Default. An Event of Default under this Agreement shall occur if either Party (“Defaulting Party”) (i) is the subject of bankruptcy, insolvency or other similar proceeding; (ii) makes an assignment for the benefit of its creditors; (iii) applies for, seeks consent to, or acquiesces in the appointment of a receiver, custodian, trustee, liquidator of similar official to manage all or a substantial portion of its assets; (iv) violates any material federal, state or local code, regulation and/or statutes applicable to the supply of energy and fails to cure such violation within ten (10) business days after becoming aware of such violation; or (v) fails to pay the other party (“Non-Defaulting Party”) when payment is due and does not cure such failure within ten (10) business days of written notice thereof from the Non-Defaulting Party; or, to satisfy any other material obligation under this Agreement, such as fulfilling the creditworthiness requirements as set forth in Article 7 below, within the time frames set forth in the Agreement, and fails to cure the failure to satisfy such material obligation within ten (10) business days of receipt of written notice thereof from the Non-Defaulting Party. Should Supplier, however, fail to maintain Commission or FERC licensing status, such that the Commission and /or FERC license is actually revoked and, as a result thereof, Supplier is no longer legally permitted to make electric power sales to retail customers in Delaware, Supplier will immediately be in default of this Agreement.

6.2 Rights Upon Default. In the event of such an Event of Default under 6.1, the Non-Defaulting Party shall be entitled to (i) pursue any and all available legal and equitable remedies, including arbitration, in accordance with Article 17 below; and (ii) terminate this Agreement by written notice to the Defaulting Party, subject to any applicable regulatory requirements that would limit such termination; and such termination shall be without any further liability or responsibility whatsoever except for obligations arising prior to the date of termination.

ARTICLE 7: CREDITWORTHINESS

7.1 Cooperative Evaluation. To be deemed Creditworthy, the Supplier must first have acquired a Supplier Certificate from the Commission, meeting the Commission's creditworthiness standards. The Supplier must also meet the creditworthiness and collateral requirements specified by PJM.

7.2 Credit Amount. The Supplier maintain the creditworthiness and collateral requirements of both PJM and the State of Delaware.

7.3 Change in Financial Status. The Supplier shall promptly inform the Cooperative of any change in its Commission, PJM or other agency certification, licensing, or membership status. The Supplier shall also promptly inform the Cooperative of any facts which would cause a change in the creditworthiness and collateral applicable to the Supplier. Failure to satisfy, on an ongoing basis, any of the requirements set forth in this Article, including those with respect to certification, if any such failure is not cured within ten (10) business days from receipt of written notice thereof, will constitute an event of Default.

7.4 No Endorsement of Supplier. By determining that the Supplier is Creditworthy under this Agreement, the Cooperative makes no express or implied warranties or guarantees of any kind with respect to the financial or operational qualifications of the Supplier.

ARTICLE 8: CUSTOMER ENROLLMENT AND INFORMATION PROCESS FLOW

8.1 Information to Selected Supplier. The Supplier must notify its Customers that, by signing up for Competitive Electric Supply with the Supplier, the Customer further authorizes the disclosure by the Cooperative to the Supplier of certain basic information about the Customer. Such authorization shall be in writing, shall be kept by the Supplier, shall include the Customer's Account number, and shall be made available to the Cooperative upon its request. At a minimum, the notice shall inform the Customer that the following information will be disclosed: the Customer's Cooperative Account number, data about meter readings, rate class and electric usage, the Customer's address(es) and telephone number, whether or not the Customer is on any special payment plan, whether or not the Customer is participating in Delaware Electric Cooperative's Load Management, Load Control or Interruption Programs, or as otherwise may be consistent with the Applicable Legal Authorities.

8.2 Customers Not Eligible for Competitive Supply. Customers receiving service under the following Cooperative rates are ineligible to sign up with a third-party energy supplier:

3G3 Irrigation Demand Off Peak
5G6 Large Commercial Irrigation - Control
5L4 Large Commercial Secondary Under 1000 - Control
5L6 Large Commercial - Control
5P6 Large Commercial Poultry - Control
5L7 Large Commercial Primary – Control

Also, any customer who receives a load management monthly credit through the water heater or AC, EV charging program, or thermostat control programs or other demand side management programs is ineligible to sign up with a third-party energy supplier.

8.3 Procedure to Formalize Selection of Supplier. The Supplier will obtain appropriate authorization from the Customer, or from the person authorized to act on the Customer's behalf, indicating the Customer's choice of the Supplier for all of the Customer's Competitive Electric Supply Service. The Supplier will inform the Customer that there will be dual billing and the customer will receive a separate bill from the Supplier for Competitive Electric Supply Service in addition to receiving a bill from the Cooperative for Delivery Service. The Supplier shall supply the Customer with Competitive Electric Supply Service for a specific Customer Account. Partial Electric Supply Service for a Customer Account is not permitted. Similarly, multiple Suppliers for one Customer Account are not permitted. The authorization shall include the Customer's acknowledgment that the Customer has received the aforementioned notice. It is the Supplier's responsibility to maintain records of the Customer's authorization in the event of a dispute, in order to provide documented evidence of authorization to the Cooperative or the Commission.

The Supplier shall provide an electronic file to the Cooperative, containing information in accordance with the procedures developed by the Cooperative in consultation with various potential Suppliers and, as such, procedures may be modified from time-to-time. Upon receipt of

the electronic file from the Supplier, the Cooperative will automatically confirm receipt of the file. Within one business day of receipt of the electronic file, the Cooperative will validate the records contained in the file, and will provide an electronic validation, including the number of records received and the reason for any rejections. Such validation shall include appropriate control totals, such as the number of records received, and the reason for any rejections (e.g., ineligible customer, invalid Account number). Such validation also shall include information the Supplier can use to identify rejected records.

The Cooperative will send a confirmation letter to each Customer mentioned in such notification, within one business day of receipt of the aforementioned electronic file. The confirmation letter shall include the Customer's name, address, Cooperative Account number, identity of selected Supplier, service effective date and initial billing date. A similar electronic notification will be provided to the Supplier.

The Cooperative allows for on-cycle switching only. The effective date of service for the Supplier will be the next scheduled meter read date for each customer, unless the enrollment transaction is received within three days of the customer's next scheduled meter read date, in which case the enrollment becomes effective on the next following meter read date.

8.4 Change of Supplier. If a Customer contacts a new Supplier to request a change of Supplier and the new Supplier agrees to serve the Customer, the Customer's new Supplier shall obtain appropriate authorization from the Customer or person authorized to act on the Customer's behalf indicating the Customer's choice of Supplier, and shall thereupon follow the foregoing Procedure to Formalize Selection of Supplier.

Once the preceding process is complete, the Cooperative will notify the Customer's prior Supplier by electronic transaction that the Customer has elected to terminate service from that Supplier.

The Cooperative allows for on-cycle switching only. The effective date of service for the new Supplier will be the next scheduled meter read date for each customer.

8.5 Customer Designation to Control. The Supplier acknowledges and agrees that the Cooperative will give effect to all Customer requests to change to a new Supplier, and consequently the most recent Customer designation of a Supplier, for which the procedures under Section 8.3 have been completed, will be given effect by the Cooperative.

8.6 Switch from Supplier to the Cooperative's Electric Supply and Delivery Service. If a Customer contacts the Cooperative to request a change from the Supplier to the Cooperative's tariffed Electric Supply and Delivery Service, the Cooperative will process the request as follows. The Cooperative will send the Customer a confirmation email (assuming a valid email addresses is available) within one business day of receipt of the intention to switch. The letter will notify the Customer of the right to cancel the request. Cooperative will become the Supplier of record on the Customer's next Meter Read Date, provided that at least three (3) calendar-days have elapsed between the Customer's request and the next Meter Read date. If the

next Meter Read Date is regularly scheduled to occur within the aforementioned three (3) calendar-day period, the selection will take effect on the next subsequent Meter Read Date.

- Upon such selection by the Customer, the Cooperative's Electric Supply and Delivery Service shall be the Customer's Electric Supplier and a switch to another Supplier must be requested via the normal Supplier selection process. The following retention periods shall apply: Members with Peak Monthly Load of 300kW and above - Members with peak monthly load of 300 kW and above who receive Electric Supply from an alternative Electric Supplier and subsequently return to the Cooperative for both Electric Supply and Delivery Service shall be required to retain the Cooperative as their Electric Supply and Delivery Service provider for a minimum of twelve (12) calendar months.
- Members with Peak Monthly Load of Less Than 300 kW - There is no retention period for Members whose peak monthly load is less than 300 kW.

8.7 Customer Discontinuation of Service. If Electric Supply Service to a Customer is discontinued for any reason, the Cooperative will electronically notify the current Supplier of the Customer's discontinuance of service for the Account at the Customer's location. Any request for service at a new location must follow the procedures described in section 8.3. If the Cooperative is not contacted by a selected Supplier in accordance with the procedure outlined in section 8.3 or section 8.4, the Cooperative will provide the Customer with Electric Supply and Delivery Service at the new location. An Electric Supplier is not permitted to physically disconnect a Customer's service for non-payment of electric supply or for any other reason.

8.8 Customer Account Number Change. If the Cooperative elects to change the Account number for a customer receiving Competitive Electric Supply Service from the Supplier, the Cooperative will notify the Supplier of the change in Account number at the same Customer location, via electronic file, as soon as reasonably practicable.

8.9 Provisions Relating to the Supplier's Customers. The Supplier shall be solely responsible for having all necessary and appropriate contractual or other arrangements with its Customers, consistent with the Applicable Legal Authorities and with this Agreement. The Cooperative shall not be responsible for monitoring, reviewing or enforcing such contracts or arrangements.

Nothing in this Agreement is intended to prevent the Supplier and a Customer from agreeing to reallocate between them any Charges that this Agreement imposes on the Supplier.

8.10 Net Metering. Per Delaware Code (Title 26, Chpt 10, §1014, (e)(1):

Provide for customers to be credited in kilowatt-hours (kWh), valued at an amount per kilowatt-hour equal to the sum of delivery service charges and supply service charges for residential customers and the sum of the volumetric energy (kWh) components of the delivery service charges and supply service charges for nonresidential customers for any excess production of their generating facility that exceeds the customer's on-site consumption of kWh in a billing period.

Excess kWh credits shall be credited to subsequent billing periods to offset a customer's consumption in those billing periods. At the end of the annualized billing period, a customer may request a payment from the electric supplier for any excess kWh credits. The payment shall be calculated by multiplying the excess kWh credits by the customer's supply service rate. Such payment if less than \$25 may be credited to the customer's account through monthly billing. Any excess kWh credits shall not reduce any fixed monthly customer charges imposed by the electric supplier.

ARTICLE 9: PEAK LOAD CONTRIBUTION OBLIGATION CALCULATION AND SCHEDULING

9.1 Introduction

PJM requires certain information from the Cooperative in order to calculate a Supplier's installed capacity obligations in accordance with requirements of PJM's Reliability Assurance Agreement (RAA), Operating Agreement and Open Access Transmission Tariff (OATT) where applicable. One of those components is a Supplier's aggregated customer Capacity Peak Load Contribution (PLC). This section is intended to provide a thorough explanation of the methodology that the Cooperative will use to calculate customer Capacity PLC values, as well as the Supplier's daily Capacity PLC obligations submitted to PJM.

A combination of Cooperative data and PJM data is utilized to calculate the Annual Customer PLC values. The Cooperative will provide the Load Profile Equations, Rate Code to Profile Mappings, and Loss Factors utilized in the annual Capacity PLC calculation process via the Cooperative's website. The PJM Peak Hours utilized in the calculations will be made publicly available through PJM and will not be published on the Cooperative's website. The Reconciliation Factor for the Delmarva zone based on the PJM published Weather Normalized peak should be obtained based on the zonal reconciliation from Delmarva Power & Light (DPL).

Due to the nature of the Cooperative's service territory, summary usage data and Load Profiling is utilized for all customers in the Cooperative's service territory. This is reflected in the methodologies outlined in this document.

On a daily basis the Capacity PLC obligation for all customer's assigned to a particular Supplier will be aggregated and submitted to PJM. The aggregation is done utilizing the Customer Capacity PLC values for the appropriate planning year. This aggregation may vary daily based upon the Supplier's enrollments and drops.

9.2 Determination of the Customer Capacity Peak Load Contribution

Independent of a Customer's Supplier, the Customer's Capacity PLC is calculated by utilizing the below methodology.

The below calculation is used to determine the Customer's Peak Load at each of the 5 PJM Peaks for which the customer has usage data.

$$CPK_i = BU_i * \frac{PV_i}{\sum PV} * UFE_i * CLF$$

CPK_i = Customer Peak Load for a PJM Peak hour

BU_i = Customer Billed Usage for the usage period spanning the PJM Peak Hour, based on the supporting Meter Reads for Metered Loads and Unmetered Loads.

PV_i = Profile Value at the PJM Peak hour

$\sum PV$ = Summation of the hourly profile values for the period of the Customer's billed usage

UFE_i = Unaccounted for Energy percentage value at the PJM Peak hour

CLF = Customer Loss Factor

After determining the Customer's Peak Load at each of the PJM peaks, the below calculation is utilized to determine the final Capacity Peak Load Contribution for that customer.

$$CPLC = \overline{CPK} * RF$$

$CPLC$ = Customer Capacity Peak Load Contribution for the plan year

\overline{CPK} = The mean of the available Capacity Peak Load values from the previous step

RF = Reconciliation Factor for the DPL Zone as published by DPL

After determining the Customer PLC values, Default Peak Load contributions are calculated by Profile Class in order to be used for customer's that did not have usage during any of the PJM Peak periods.

$$DPLC_{PC} = \overline{CPLC_{PC}}$$

$DPLC_{PC}$ = Default Capacity Peak Load Contribution for a given Profile Class and plan year

$\overline{CPLC_{PC}}$ = The mean of the available Customer Capacity Peak Load values for a Profile Class and plan year

The below calculation is used to determine each Supplier's daily aggregate Peak Load Contribution for submission to PJM as specified by the PJM guidelines.

$$RDCO_i = \sum_{REP} CPLC + \sum_{REP} DPLC$$

$RDCO_i$ = Supplier Daily Capacity Obligation where i equals the obligation date

\sum_{REP} = Summation over all customers served by a Supplier for the obligation date

$CPLC$ = Customer Capacity Peak Load Contribution active for the obligation date

$DPLC$ = Default Peak Load contribution for customers without a customer specific PLC for the obligation date

9.3 Supplier Transmissions Peak Load Contribution

PJM requires certain information from The Company in order to calculate a Supplier's NSPL obligations in accordance with requirements of the PJM Operating Agreement and Open Access Transmission Tariff (OATT). This section is intended to provide a thorough explanation of the methodology that The Company will use to calculate customer Transmission PLC values, as well as the Supplier's daily Transmission PLC obligations submitted to PJM.

A combination of Company data, DPL data, and PJM data is utilized to calculate the Annual Transmission PLC values for each customer. The Company will provide the Load Profiles Equations, Rate Code to Profile Mapping, and Loss Factors utilized in the annual Transmission PLC calculation process via the Company's website. The peak hour used for the Transmission PLC calculation is based on the entirety of the DPL zone, and is published by PJM.

Due to the nature of The Company’s service territory, summary usage data and Load Profiling is utilized for all customers in The Company’s service territory. This is reflected in the methodologies outlined in this document.

On a daily basis the Transmission PLC obligation for all customer’s assigned to a particular Supplier will be aggregated and submitted to PJM. The aggregation is done utilizing the Customer Transmission PLC values for the appropriate planning year. This aggregation may vary daily based upon the Supplier’s enrollments and drops.

9.4 Determination of the Customer Transmission Peak Load Contribution

Independent of a Customer’s Supplier, the Customer’s Transmission PLC is calculated by utilizing the below methodology.

The below calculation is used to determine the Customer’s Peak Load at the single zonal peak. This single customer peak calculation represents the Transmission PLC obligation for each customer.

$$TPLC = BU_i * \frac{PV_i}{\sum PV} * UFE_i * CLF$$

TPLC = Customer Transmission Peak Load Contribution

BU_i = Customer Billed Usage for the usage period spanning the DPL Peak Hour, based on the supporting Meter Reads for Metered Loads and Unmetered Loads.

PV_i = Profile Value at the DPL Peak hour

$\sum PV$ = Summation of the hourly profile values for the period of the Customer’s billed usage

UFE_i = Unaccounted for Energy percentage value at the DPL Peak hour

CLF = Customer Loss Factor

After determining the Customer Transmission PLC values, Default Peak Load contributions are calculated by Profile Class in order to be used for customer’s that did not have usage during any of the PJM Peak periods.

$$DTPLC_{PC} = \overline{TPLC_{PC}}$$

DTPLC_{PC} = Default Transmission Peak Load Contribution for a given Profile Class and plan year

\overline{TPLC}_{PC} = The mean of the available Customer Transmission Peak Load values for a Profile Class and plan year

The below calculation is used to determine each Supplier's daily aggregate Transmission Peak Load Contribution for NSPL submissions to PJM as specified by the PJM guidelines.

$$RDNO_i = \sum_{REP} TPLC + \sum_{REP} DTPLC$$

$RDNO_i$ = Supplier Daily NSPL Obligation where i equals the obligation date

\sum_{REP} = Summation over all customers served by a Supplier for the obligation date

$TPLC$ = Customer Transmission Peak Load Contribution active for the obligation date

$DTPLC$ = Default Transmission Peak Load contribution for customers without a customer specific Transmission PLC for the obligation date

ARTICLE 10: TOTAL HOURLY ENERGY OBLIGATION CALCULATION AND SCHEDULING

10.1 Introduction

This section is intended to provide a thorough explanation of the methodology that the Cooperative will use to calculate the Supplier's hourly energy obligations. The Cooperative will report these values to PJM in accordance with the timelines imposed by PJM for Preliminary Settlements and Final Settlements. PJM will utilize the THEO values for each Supplier to determine the hourly energy-interchange accounting and reconciliation under the terms of the PJM Operating Agreement and the PJM Open Access Transmission Tariff.

The Cooperative will provide the Load Profiles Equations, Rate Code to Profile Mapping, and Loss Factors utilized in the Settlement Process via the Cooperative's public website. The Cooperative will not forecast the Supplier's THEO.

For load in the Cooperative's service territory, it is the responsibility of the Supplier to forecast and schedule its physical energy with PJM per the PJM requirements and timelines.

Due to the nature of the Cooperative's service territory, summary usage data and Load Profiling is utilized for all customers in the Cooperative's service territory. This is reflected in the methodologies outlined in this document.

10.2 Determination of the Total Hourly Energy Obligation - Initial PJM Settlement

The Supplier's Initial THEO will be submitted to PJM as 24 hourly numbers, which represent a sum of each customer served by the Supplier.

The Initial Total Hourly Energy Obligation for each Supplier is calculated based on the Profiled Load for the Customer's assigned to the Supplier as shown below.

$$Initial\ THEO_{Hour} = \sum_{REP} CEL_{Hour} * CLF$$

$Initial\ THEO_{Hour}$ = Initial Total Hourly Energy Obligation for a given hour.

\sum_{REP} = Summation over all customers served by a Supplier

CEL_{Hour} = Customer Estimated Load for a given day and hour based on historical usage and/or class average loads.

CLF = Customer Loss Factor

10.3 Determination of the Total Hourly Energy Obligation - Final PJM Settlement

Independent of a Customer's Supplier, the customer's individual load is made hourly by utilizing the below methodology.

$$CPL_{Hour} = BU * \frac{PV_{Hour}}{\sum PV}$$

CPL_{Hour} = Customer Profiled Load for a given day and hour

BU = Customer Billed Usage based on the supporting Meter Reads for Metered Loads and Usage Calculation for Unmetered Loads.

PV_{Hour} = Profile Value for a particular day and hour based on the Customer's assigned Load Profile.

$\sum PV$ = Summation of the hourly profile values for the entire period of the Customer's bill.

The Final Total Hourly Energy Obligation by Supplier is calculated based on the Customer Profile Load associated with a given Supplier as shown below.

$$Final\ THEO_{Hour} = \sum_{REP} CPL_{Hour} * CLF * UFE_{Hour}$$

$Final\ THEO_{Hour}$ = Final Total Hourly Energy Obligation for a given hour.

\sum_{REP} = Summation over all customers served by a Supplier

CPL_{Hour} = Customer Profiled Load for a given day and hour

CLF = Customer Loss Factor

UFE_{Hour} = Unaccounted for Energy for a given hour

The Reconciliation Values by Supplier submitted to PJM on a monthly basis is done hourly based on the difference between the Initial THEO and the Final THEO.

ARTICLE 11: SUPPLIER RETAIL OBLIGATION

11.1 Notice to the Cooperative and Customers. If the Supplier intends to discontinue Electric Supply Services to certain Customers or to withdraw altogether from Electric Supply Service in the Cooperative's Service Territory, the Supplier shall provide, in a manner consistent with the Applicable Legal Authorities, both notice to all affected Customers and electronic notice to the Cooperative, in a form specified by the Cooperative. Such notice shall be irrevocable.

If the Supplier intends to "drop" or discontinue Electric Supply Service to certain Customers, the Supplier shall provide a minimum of thirty (30) calendar-days notice to each Customer. The Supplier must also electronically notify the Cooperative, at least 15 calendar-days prior to the next scheduled Meter Read Date, if they intend to drop certain Customers.

If the Supplier intends to withdraw altogether from Electric Supply Service in the Cooperative's Service Territory or to "drop" or discontinue Electric Supply Service to an entire rate class and the Supplier serves at least five Customers in such rate class, the Supplier shall provide a minimum of sixty (60) calendar-days written notice to the Cooperative, the Commission, the Division of Public Advocate, and each affected Customer prior to the drop. This notification should include the requested effective date of the drop, the reason for the drop, and the timetable for the Customer to choose another Supplier. The Supplier must also electronically notify the Cooperative, identifying each Customer being dropped, at least 15 calendar-days prior to the next scheduled meter read date for each Customer.

If the Supplier does not comply with the preceding criteria, and the termination is processed and given effect by the Cooperative before the Customer has received the full period of notice to which the Customer may be entitled, the Supplier shall defend and indemnify the Cooperative and hold the Cooperative harmless for any liability arising therefrom.

11.2 Effective Date of Discontinuance of Service to a Customer. Any discontinuance will take effect on a Meter Read Date and in accordance with the provisions of this Agreement that govern a Customer's change of Supplier.

11.3 Costs for Noncompliance. Should the Supplier fail to satisfy the notice requirements set forth in this Article 11, the Supplier shall reimburse the Cooperative for any of the following costs associated with such failure:

- (a) Mailings by the Cooperative to the Supplier's Customers to inform them of the withdrawal and their options;
- (b) Non-standard/manual bill calculation and production performed by the Cooperative;
- (c) Cooperative performance of any of the Supplier's data transfer responsibilities;

- (d) Charges or penalties imposed on the Cooperative by PJM, ODEC or other third parties resulting from the Supplier's non-performance; and
- (e) All other expenses associated with such failure, which expenses shall be reasonable and documented.

11.4 Dispute Between the Supplier and a Customer. In the event of a dispute as to termination, between the Supplier and a Customer, the Supplier shall remain financially responsible to the Cooperative for energy and capacity provided to the Customer by the Cooperative.

11.5 Notice from the Cooperative to the Supplier. If the Cooperative discontinues Delivery Service to the Customer, the Cooperative shall inform the Supplier.

11.6 Renewable Portfolio Standards. Supplier must comply the Delaware Renewable Portfolio Standard as defined in State of Delaware Code, Title 26, Chapter 1. Public Service Commission, Subchapter III-A. Supplier will provide the Cooperative, no later than 90 days following the end of the compliance year, a report and documentation clearly demonstrating the supplier has complied with the renewable energy portfolio standards established pursuant to and includes the submission of the required amount of renewable energy credits; or demonstrates the amount of electricity sales for the compliance year by which the retail electricity supplier failed to meet the renewable energy portfolio standard.

ARTICLE 12: SUPPLIER CHARGES, BILLING AND PAYMENT

12.1 Supplier Payment of Obligations to the Cooperative. The Supplier shall pay for all Charges incurs hereunder, in accordance with the following provisions in this Article and the schedule of charges set forth in the Cooperative's tariff or in Appendix B.

12.2 Billing Procedure. Each billing month, the Cooperative shall submit an invoice to the Supplier for all Charges provided under this Agreement. The invoice may be transmitted to the Supplier by any reasonable method requested by the Supplier. The Supplier shall make payment for charges incurred on or before the due date shown on the invoice. The due date shall be determined by the Cooperative and shall not be less than fifteen (15) calendar-days from the date of transmittal of the invoice.

12.3 Billing Corrections. Invoices shall be subject to adjustment for any arithmetic errors, computation errors, meter reading errors, or other errors, provided that the Cooperative's retail tariff permit the Cooperative to make adjustment with the Customer for such errors, and provided that the errors become known within the period of time in which such adjustment with the Customer is permitted by the Cooperative's retail tariff.

12.4 Manner of Payments. The Supplier shall make payments of amounts due to the Cooperative by wire transfer to a bank designated by the Cooperative.

12.5 Billing Disputes. If the Cooperative does not receive written notification from the Supplier of an objection to an invoice within twenty (20) calendar-days from the rendering thereof, said invoice shall be deemed conclusive and binding on the Supplier. If disputes arise regarding an invoice, the Supplier must pay the full disputed invoice. If the dispute is resolved in the Supplier's favor, the Cooperative will make appropriate refund to the Supplier, with interest at the interest index. Billing disputes shall be addressed promptly, and in accordance with the dispute resolution procedures set forth in Article 17.

12.6 Late Fee for Unpaid Balances. If the Cooperative receives payment after the due date shown on the invoice, a late fee will be added to the unpaid balance until the entire invoice is paid. This late fee will be 1.5% per calendar month on any unpaid balance.

12.7 Billing for the Supplier's Obligations to Other Parties. The Cooperative will assume no responsibility for billing between the Supplier and PJM, ODEC, or the Supplier and any energy source, the Supplier and any other Supplier, or a Scheduling Coordinator and any Coordinated Supplier.

ARTICLE 13: CUSTOMER BILLING AND REMITTANCE PROCESSING

13.1 Billing and Remittance Processing. Only Dual Billing is allowed in Cooperative’s service territory. The Cooperative and the Electricity Supplier will separately send their bills directly to the Customer. The Company will render its bills consistent with its standard billing practices

13.2 Meter Reading. The Cooperative is responsible for reading the Customer’s meter. In the event an actual meter reading cannot be obtained, the Cooperative shall estimate the Customer’s consumption for billing purposes in accordance with its tariff.

13.3 No Supplier Termination of Service. The Supplier shall not be permitted to physically terminate electric Delivery Service to a Customer.

ARTICLE 14: COOPERATIVE-SUPPLIED METERING SERVICES

14.1 Meters. The Cooperative shall provide the Customer with standard metering services and Cooperative-owned electric metering equipment in accordance with the Cooperative's prevailing tariff as said tariff may be revised from time to time.

14.2 Reading. All Customers shall have their electric energy deliveries metered and read in accordance with applicable Cooperative regulations.

14.3 Meter Testing. In addition to any meter testing that is performed in compliance with Cooperative regulations, upon the Supplier's written request, the Cooperative will test designated electric meter(s) used for billing. In the event a test requested by the Supplier establishes that a Cooperative-owned electric meter is registering inaccurately by more than the applicable Cooperative tolerances and requirements, as may be revised by the Cooperative from time to time, the costs of said tests shall be borne by the Cooperative. Any electric meter found to be inaccurate by more than the applicable Cooperative tolerances and requirements, or is otherwise found to be defective, shall be adjusted, repaired or replaced, at the sole cost and expense of the Cooperative. The cost of testing a meter at the request of the Supplier which is determined to be operating within applicable Cooperative tolerances and requirements and not found to be defective, will be borne by the Supplier. Cost is specified in Appendix B.

14.4 Advanced Metering. All Customers with a monthly measured demand of 300 KW or more for one (1) month in the previous 12-month period will have interval metering as part of the standard service offer. Upon request by the Customer for non-standard metering to satisfy the requirements of an Electric Supplier, the Cooperative will install the necessary equipment, in accordance with its electrical and data processing standards for a fee.

14.5 Payment for Advanced Metering. The costs associated with the installation of Advanced Metering which are not part of the standard service offer shall be pre-paid by the Customer to the Cooperative. The fee will be in accordance with the Cooperative's retail tariff, and will include equipment, installation, monthly maintenance, and any costs to retrieve the meter data.

ARTICLE 15: SYSTEM OPERATION

15.1 Curtailment. The Cooperative shall have the right to curtail, interrupt, reduce voltage, or reduce the Supplier's supply of electric energy or shall have the right to disconnect the Supplier's Customers whenever the Cooperative reasonably determines, or when the Cooperative is directed by ODEC, and/or PJM, that such a disconnection, curtailment, interruption or reduction is necessary to facilitate construction, installation, maintenance, repair, replacement or inspection of any of the Cooperative's facilities; to maintain the safety and reliability of the Cooperative's electric delivery system; as directed by governmental authorities; or due to emergencies, forced outages, potential overloading of the Cooperative's integrated delivery system, or "force majeure". Any other provisions of this Agreement that may seem to contradict this right shall be subordinated to this right. Any exercise of this right shall be without undue discrimination and without regard to the source of a Customer's supply. The Cooperative shall not be liable to the Supplier for any such disconnection, curtailment, interruption or reduction in supply, except to the extent that the foregoing was caused by the gross negligence or willful misconduct of the Cooperative and is not otherwise excused.

15.2 Reasonable Efforts. The Cooperative shall use its reasonable efforts to: minimize any scheduled curtailment, interruption or reduction to the extent practicable under the circumstances; provide the Supplier with prior notification of any such curtailment, interruption or reduction, to the extent practicable; and resume service as promptly as practicable following elimination of the condition causing the disconnection, curtailment, interruption or reduction.

15.3 PJM Requirements. The Supplier acknowledges and agrees that, as a member of PJM, through its application with ODEC, the Cooperative is bound by all PJM operating instructions, policies and procedures as set forth in the PJM Operating Manual, as revised from time to time, which are available through the Internet on the PJM Home Page (<http://www.pjm.com>), which are needed to maintain the integrity of the PJM system. The Supplier acknowledges and agrees that it will cooperate with the Cooperative so that the Cooperative will be in compliance with all PJM procedures, which include, but are not limited to, those procedures pertaining to minimum and maximum generation emergencies, and measures requiring involuntary Customer participation, such as supply voltage reduction or full interruption of Customer Load by either manual or automatic means.

15.4 Compliance with Governmental Directives. The Supplier acknowledges and agrees that the Cooperative may need to act in response to governmental or civil authority directives which may affect Customer load. The Supplier agrees to cooperate with the Cooperative in order to comply with said directives.

15.5 Demand Side Management Programs. The Cooperative has various rates, riders and programs that are designed to manage its peak load and that may or may not be eligible for switching. The Cooperatives Tariff and Terms and Conditions for Service shall govern their eligibility. The Supplier agrees to inform the customer participant that they will not be participating in the Cooperative's rates, riders or programs and that the Customer will no longer receive a credit from the Cooperative, if the Customer elects Competitive Electric Supply Service from the

Supplier. Upon the Cooperative receiving proper notification that the Customer has selected an Electric Supplier, the Cooperative will reclassify that customers rate.

15.6 Fluctuations. Electric Service must not be used by the Customer in such a manner as to cause unusual fluctuations or disturbances in the Cooperative's delivery system. Should such fluctuation or disturbance be caused by the Customer the Cooperative may discontinue service to the Customer causing the fluctuation or disturbance or require the Customer to modify the installation and/or install approved controlling devices. The Electric Supplier hereby recognizes the potential for service discontinuance under this provision and waives any claim for lost profits or similar damages relating to such discontinuance.

15.7 Interruptible Service. Interruptible services provided by Suppliers to Customers with loads in excess of 1 MW must be reported to the Cooperative within 30 calendar-days of the Customer's signing up for the service from the Supplier.

15.8 Customer Curtailment by Supplier. The Supplier will notify the Cooperative at least one hour in advance of requesting a Customer to curtail load that is in excess of 1 MW.

ARTICLE 16: CONFIDENTIALITY OF INFORMATION

16.1 Customer-Specific Information. Customer specific information will not be provided to the Supplier without the Customer's consent, in accordance with the provisions of this Agreement. The Supplier shall keep all Customer-specific information supplied by the Cooperative confidential, unless the Supplier has the Customer's authorization to do otherwise.

16.2 Cooperative Information. All Cooperative information available to the Supplier in connection with the provision of Supplier Services, including, but not limited to, rate class load profile data, and information regarding the Cooperative, computer systems, or communications systems shall not be disclosed to third parties without appropriate authorization and/or consent.

ARTICLE 17: DISPUTE RESOLUTION

17.1 Informal Resolution of Disputes. The Cooperative and the Supplier shall use good faith and commercially reasonable efforts to informally resolve all disputes arising out of the implementation of this Agreement, the provision of Supplier Services, and/or carrying out of Supplier Responsibilities. The Supplier's point of contact for all information, operations, questions, and problems regarding Supplier Services shall be the Cooperative's designated representative. Any dispute between the Cooperative and the Supplier under this Agreement may be referred to a designated senior representative of each of the Parties for resolution on an informal basis as promptly as practicable.

17.2 Recourse to Agencies or Courts of Competent Jurisdiction. Nothing in this Agreement shall restrict the rights of either Party to file a complaint with the Commission under relevant provisions of the Applicable Legal Authorities or with a Delaware State court.

ARTICLE 18: FORCE MAJEURE

18.1 Events of Force Majeure. Neither Party shall be liable for any delay in performing or for failing to perform its respective obligations under this Agreement due to any event of Force Majeure, including a catastrophic weather condition, flood, fire, lightning, epidemic, quarantine restriction, war, sabotage, act of public enemy, earthquake, insurrection, riot, civil disturbance, strike, walkout, lockout or other labor dispute, work stoppage caused by jurisdictional and similar disputes, restraint by court order or public authority, or action or non-action by or inability to obtain authorization or approval from any governmental authority, including ODEC, PJM, or any combination of these causes, which by the exercise of due diligence and foresight such Party could not reasonably have been expected to avoid and which by the exercise of due diligence is unable to overcome. Financial loss or other economic hardship of either Party shall not constitute an event of Force Majeure under this Agreement.

18.2 Suspension of Obligations. The obligations of either Party, so far as they are affected by the Force Majeure event, shall be suspended during the continuation of such inability and circumstance and shall, so far as possible, be remedied within a reasonable period of time. During such Force Majeure event, both Parties shall take all reasonable steps to comply with this Agreement notwithstanding the occurrence of the event. This subparagraph shall not require the settlement of any strike, walkout, lockout, or other labor dispute on terms which, in the sole judgment of the Party involved in the dispute, are contrary to its interest. It is understood and agreed that the settlement of strikes, walkouts, lockouts or other labor disputes shall be entirely within the discretion of the Party involved in the strike, walkout, lockout or other labor dispute.

ARTICLE 19: REGULATORY AUTHORIZATIONS AND JURISDICTION

19.1 Compliance with Applicable Legal Authorities. The Cooperative and the Supplier are subject to, and shall comply with, all existing or future applicable federal, state and local laws, and all existing or future duly promulgated orders or other duly authorized actions of governmental authorities having jurisdiction over such matters. The Cooperative will not violate, directly or indirectly, or become a party to a violation of, any applicable federal, state or local statute, regulation, rule or order in order to provide service to the Supplier. The Cooperative’s obligation to provide service is subject to the condition that all requisite governmental and regulatory approvals for the provision of such service will have been obtained and will be maintained in force during such period of service.

19.2 Change in Applicable Legal Authorities. This Agreement is subject to change in the future to reflect any relevant changes required by the Cooperative, the Commission or other Delaware State agency having jurisdiction, or by virtue of any state law or regulation, and such changes shall be deemed to be binding upon the Parties, except where the right to terminate is exercised in accordance with the terms of this Agreement.

19.3 FERC Jurisdiction. The inclusion of FERC-jurisdictional matters within the scope of this Agreement is intended solely for informational purposes and is not intended to accord any jurisdictional authority over such matters to FERC.

ARTICLE 20: LIMITATION OF LIABILITY

20.1 Limitation on Liability. The Cooperative shall have the same duties and limitations on liability for integrated Delivery Service to the Supplier and its Customers as to those Customers receiving Electric Supply Service from the Cooperative, in accordance with the Cooperative's Retail Electric Tariff, as it may change from time to time.

20.2 Additional Limitations on Liability in Connection with Competitive Electric Supply. Neither party shall have liability to the other for consequential, ancillary, punitive, or other damages including lost profits, lost revenues, or other monetary losses arising out of any errors and omissions or failures of the transmission or distribution system. The Cooperative shall implement Customer selection of the Supplier consistent with Applicable Legal Authorities and shall have no liability to the Supplier arising out of or related to a Customer's decision in switching among Suppliers, unless the Cooperative is negligent in switching or failing to switch a Customer.

20.3 No Other Liability. The Cooperative shall not have any duties or liabilities other than those specifically set forth in this Agreement.

ARTICLE 21: INDEMNIFICATION

21.1 Indemnification. To the fullest extent permitted by law, each party (the "Indemnifying Party") shall defend, indemnify and hold harmless the other party (the "Indemnified Party") from and against any and all claims and/or liabilities for losses, expenses, damage to property, injury to or death of any person, including the Indemnified Party's employees or any third parties, or any other liability incurred by the Indemnified Party, including reasonable attorneys' fees, relating to performance under this Agreement, except to the extent that the losses, expenses or damage were caused wholly or in part by any negligent or willful act or omission of the Indemnified Party; and provided further that a claim will be deemed to be caused wholly by a willful act or omission of the Indemnified Party if such claim is in connection with a failure of transmission or distribution and such claim arises under a contract which fails to include Force Majeure language that would have protected the Indemnified Party against such a claim.

21.2 Survives Agreement. The indemnifications under this Article shall survive termination of this Agreement and shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Supplier or the Cooperative under any statutory scheme, including any Worker's Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts.

21.3 Implementation of Change in Indemnifying Party. It is specifically understood and agreed, without limiting the Indemnified Party's right to indemnification under this Article, that each party shall indemnify the other from and against all claims and/or liabilities arising out of the switching of Customers to Competitive Electric Supply service under the procedures in Article 8, including but not limited to "slamming", as that term may be defined by the Commission.

ARTICLE 22: MISCELLANEOUS PROVISIONS

22.1 Notices. Unless otherwise stated herein, all notices, demands or requests required or permitted under this Agreement shall be in writing and shall be personally delivered or sent by overnight express mail, courier service or facsimile transmission (with the original transmitted by any of the other aforementioned delivery methods) addressed as follows:

If to the Supplier to: _____

If to the Cooperative to: Delaware Electric Cooperative, Inc.,
P.O. Box 600
14198 Sussex Highway, Greenwood, DE 19950,
Email

Copy to:

Or to such other person at such other address as a Party shall designate by like notice to the other Party. Notices received after the close of business day shall be deemed received on the next business day.

22.2 No Prejudice of Rights. No term or condition of this Agreement shall be deemed to have been waived and no breach excused unless such waiver or consent to excuse is in writing and signed by the Party claimed to have waived or consented to excuse. The failure of either Party to insist in any one or more instances upon strict performance of any provisions of this Agreement, or to take advantage of any of its rights hereunder, shall not be construed as a waiver of any such provisions or the relinquishment of any such right or any other right hereunder, which shall remain in full force and effect.

22.3 Gratuities to Employees. The Supplier and its employees shall not, under circumstances which might reasonably be interpreted as an attempt to influence the recipients in the conduct of their duties, extend any gratuity or special favor to employees of the Cooperative.

22.4 Assignment. This Agreement hereunder may not be assigned by either the Cooperative or the Supplier without (a) any necessary regulatory approval, and (b) the prior written consent of the non-assigning party, which consent shall not be unreasonably withheld. No assignment of this Agreement shall relieve the assigning Party of any of its obligations under this Agreement until such obligations have been assumed by the assignee. However, the Cooperative may assign any or all of its rights and obligations under this Agreement, without the Supplier's consent, to any entity succeeding to all or substantially all of the distribution assets of the Cooperative, if such assignee agrees, in writing, to be bound by all the terms and conditions hereof, and if any necessary approvals are obtained.

22.5 Governing Law. This Agreement shall be governed by the laws of the State of Delaware.

22.6 Headings. The headings and sub-headings contained in this Agreement are used solely for convenience and do not constitute a part of the Agreement between the Parties hereunto, nor should they be used to aid in any manner in the construction of this Agreement.

22.7 Third Party Beneficiaries. This Agreement is intended solely for the benefit of the Parties hereto. Nothing in this Agreement shall be construed to create any duty, or standard of care with reference to, or any liability to, any person not a Party to this Agreement.

22.8 General Miscellaneous Provisions.

(a) This Agreement shall not be interpreted or construed to create an association, joint venture, or partnership between the Parties, or to impose any partnership obligation or liability upon either Party. Neither Party shall have any right, power, or authority to enter into any agreement or undertaking for, or on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

(b) Cancellation, expiration or early termination of this Agreement shall not relieve the Parties of obligations that by their nature survive such cancellation, expiration or termination, including, without limitation, payment of any amounts due, warranties, remedies, promises of indemnity and confidentiality.

(c) Should any provision of this Agreement be held invalid or unenforceable, such provision shall be invalid or unenforceable only to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable any other provision hereof, unless it materially changes the Agreement of the Parties.

(d) Each of the Parties hereto acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms. This Agreement is intended by the Parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. All prior written or oral understandings offers or other communications of every kind pertaining to this Agreement are hereby abrogated and withdrawn.

(e) The word “including”, when following any general statement or term, is not to be construed as limiting the general statement or term to the specific items or matters set forth or to similar items or matters, but rather as permitting the general statement or term to refer to all other items or matters that could reasonably fall within its broadest possible scope.

22.9 Taxes. The Supplier shall be liable for, or responsible for the collection of, all present or future federal, state, municipal or other taxes imposed by any taxing authority by reason of a sale of Electric Supply Services to Customers and, if applicable, by reason of transmission and ancillary services provided to Customers. The Supplier shall pay all such taxes to the applicable taxing authority to the extent required or permitted by law. If any transaction is exempt from the payment of any such taxes, the Supplier will, if requested, provide the Cooperative with

valid tax exemption certificates. If the Cooperative is required to remit any such taxes directly to any applicable taxing authority, other than taxes previously collected by the Cooperative directly from the Supplier's Customers, the Supplier indemnifies the Cooperative and will pay the Cooperative for all such tax amounts upon demand.

22.10 RESERVED FOR FUTURE USE.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first set forth above.

DELAWARE ELECTRIC COOPERATIVE,
INC.

[SUPPLIER]

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPENDIX A - SCHEDULING COORDINATOR DESIGNATION FORM

1.0 This Scheduling Coordinator Designation Form, dated _____, is being submitted to Delaware Electric Cooperative, Inc. ("Cooperative"), by the following Electric Supplier (the "Supplier"):

2.0 By submitting this form, the Supplier hereby notifies the Cooperative that it has appointed the following entity to act as its Scheduling Coordinator in accordance with the Electric Supplier Agreement between the Cooperative and the Supplier, dated _____ (the "Agreement"):

3.0 The Supplier further notifies the Cooperative, and the Scheduling Coordinator hereby acknowledges, that it is designating the entity identified in the preceding paragraph as its Scheduling Coordinator for the specific purpose of Load Scheduling, Installed Capacity Obligations, Import Capability, Reconciliation Rights and Responsibilities, and any other Supplier Responsibilities under the Agreement.

4.0 The Cooperative may utilize the Scheduling Coordinator as the sole point of contact with the Supplier in connection with the Cooperative's provision of Supplier Services, if the Supplier so requests.

5.0 The Supplier agrees that the Cooperative may bill the Scheduling Coordinator directly for all Supplier Services charges attributable to the Supplier and that the Scheduling Coordinator will pay the Cooperative such charges on behalf of the Supplier in accordance with the terms and conditions in the Agreement. It is understood that, notwithstanding such billing, the Supplier will remain responsible for the payment of all Supplier Services charges.

6.0 The Supplier and its appointed Scheduling Coordinator shall comply with all terms and conditions of the Agreement, including those pertaining to Scheduling Coordinators and to payment and billing.

7.0 All inquiries, communications or notices relating to the Supplier's use of the Scheduling Coordinator designated above may be directed to the following representatives:

To the Supplier:

Attn: _____
Title: _____

Telephone: _____

Email: _____

To the Scheduling Coordinator:

Attn: _____

Title: _____

Telephone: _____

Email: _____

8.0 The Agreement is incorporated herein by reference and made a part hereof. All capitalized terms used, but not defined, in this designation form shall have the meaning stated in the Agreement.

9.0 The Supplier has executed this designation form below by its duly authorized representative as follows:

Signature: _____

Name: _____

Title: _____

Date: _____

10.0 The Supplier has obtained the following Acknowledgment and Consent to this designation, which is executed below by the duly authorized representative of the Scheduling Coordinator:

Acknowledgment and Consent

Intending to be legally bound thereby, the duly authorized representative of above designated Scheduling Coordinator has executed this document below to acknowledge and consent to its appointment as a Scheduling Coordinator, and to further state its agreement to abide by the terms and conditions of its designation set forth above in the Scheduling Coordinator Designation Form prepared by the Supplier, including the terms and conditions of the Agreement which is incorporated therein by reference.

Signature: _____

Name: _____

Title: _____

Date: _____

APPENDIX B - SCHEDULE OF COOPERATIVE CHARGES TO THE SUPPLIER

IN ADDITION TO ANY OTHERS SET FORTH IN THE COOPERATIVE'S TARIFF

1. Supplier Account Management & Load Profiling and Settlement Fee - \$50/MW/month (Based on the average daily Electricity Supplier's MW peak load contribution for the month.)

2. \$25.00 charge per unscheduled meter read performed upon request of the Supplier

3. Interval Meter Data Charges:

Initial Enrollment:

For Members with peak monthly load of 300 kW and above, enrollment packages will contain up to 12 months of interval usage data in Excel format delivered via email. This data will be provided in the first requested enrollment package free of charge.

For Members with peak monthly load less than 300 kW, no interval data will be provided.

Thereafter:

\$ 43.00 for one month 15 minute interval load data per individual account (requires Customer consent form)

\$122.00 for up to 12 months of 15 minute interval load data per individual account (requires Customer consent form)

4. Meter Testing – Per Article 14.3, if a tested meter is found to be inaccurate by more than the applicable Cooperative tolerances and requirements, or is otherwise found to be defective, there is no charge assessed to the Supplier. If the meter is determined to be operating within applicable Cooperative tolerances and requirements and not found to be defective, the following charges apply:

Standard Metering - \$60.00

Large Commercial Metering - \$100.00