



PRIVILEGED AND CONFIDENTIAL

DPL ENERGY RESOURCES – NON-RESIDENTIAL GENERATION SUPPLY AGREEMENT

PLEASE KEEP A COPY FOR YOUR RECORDS

Terms and Conditions of Electric Generation Service

1. “We”, “us” or “our” refers to DPL Energy Resources, Inc. d.b.a. DPL Energy. “You” or “your” refers to you as the Customer. “Utility” refers to The Dayton Power and Light Company.
2. Nature of the Services – Upon your acceptance of this agreement, we agree to provide electric generation supply and any other product or service required by a competitive retail electric supplier (“Service”) at the accounts and service addresses listed on the enrollment confirmation. You agree to receive and pay for that Service. This Service is for accounts at the service addresses with usage that does not reach or exceed 100 kW and served under Utility rates 117, 137, 717, 737, 851, or 853. If your demand for any account exceeds 100 kW per account, either of us may terminate this agreement for such account(s). Our obligation to provide this Service is subject only to the occurrence or non-occurrence of any act or event that is not reasonably within our control.
3. Term – This Agreement becomes effective when you accept our offer and shall continue, subject to the provisions of this agreement, for the term of Service as provided in this agreement. Service will begin with your first meter reading after the Utility processes your enrollment and will continue through your scheduled meter reading date twenty-four (24) months later (“Initial Term”) and for any Renewal Term in accordance with Section 12 of this agreement.
4. Price – Our price to you for Service received under this agreement is the fixed price per kilowatt-hour (“kWh”) identified in your enrollment confirmation.
5. Right to Rescind – You can rescind your enrollment of our Service and this agreement with no penalty within seven (7) calendar days from the postmark date on the confirmation notice that will be sent to you by Utility. Cancellations may be made to the Utility by telephone.
6. Billing and Payments – For each account, you will receive one monthly bill from the Utility with its charges and our charges, and you will continue to pay your bill following the Utility’s billing and payment policies. The Utility’s charges include distribution (delivery) service and all non-bypassable charges of the Utility that are approved by the Public Utilities Commission of Ohio (PUCO). If you have any questions regarding the Utility charges, please contact them directly at 1-800-433-8500. Failure to pay your Utility charges may result in disconnection as provided for in the Utility’s tariff. We do not offer budget billing or summary billing for our electric generation service under this Agreement. If you do not pay your bill on time, you may incur late fees or automatically be returned to the Utility’s standard offer service. You may also forfeit your ability to choose another electric generation provider until arrearages are paid. We may cancel this Agreement upon fourteen (14) days written notice for non-payment.
7. Actions of Governmental and Regulated Entities – If action is taken by the Utility, applicable regional transmission organization, transmission provider, or any federal, state or local governmental authorities which materially changes the amounts charged by such entities to us or charged by such entities to our wholesale supplier and charged to us, or which materially changes the manner in which we provide Service to you, we may, in our sole discretion, elect to adjust the price for Service under this Agreement to account for any such cost increases or other changes.
8. Environmental Disclosure – Our environmental disclosure information is provided with this Agreement and is shown at our website. The specific web address is: http://www.dplenergy.com/environmental_disclosures. You agree that we may make required quarterly updates electronically at our website. We will also provide the information to you at no charge upon request.
9. Contacting Us – You can reach us:
 - By mail at 1065 Woodman Drive, Dayton, Ohio 45432;
 - By telephone at (937) 259-7046 or toll-free at 1-888-674-3753;
 - Internet: www.dplenergy.com

Our business hours are 8:00 AM to 5:00 PM Eastern Time, Monday through Friday.

10. Questions and Disputes – If you have a complaint that is not resolved after you have called us and/or your electric Utility, or for general utility information you may contact the PUCO for assistance toll-free at 1-800-686-7826, or for TDD/TTY toll-free at 1-800-686-1570, from 8 AM to 5 PM, Monday through Friday, or at www.PUCO.ohio.gov.

11. Access to and Release of Your Information – You agree that the Utility may provide us with any information we need to help us serve you, including your meter readings, billing records, consumption records, and projections. You also agree that we may provide Utility with a copy of this agreement, and you authorize the Utility to treat a copy of this agreement as the original during the term. We will not release your account number or social security number without your written consent, except for our own credit and collection purposes, for permitted assignments of this Agreement or (as to your account number) for governmental aggregation, or as otherwise required by law.

12. Contract Expiration/Automatic Renewal – **At the end of the Initial Term, this agreement will expire or, at our option, automatically renew for a term less than or equal to its initial term unless you affirmatively cancel this Agreement.** The termination fee during any renewal term will be \$25. Not more than 90 days or less than 45 calendar days before the expiration of the Term or the date on which we propose to change the terms of our service, you will receive notice in writing from us that describes the proposed changes in our terms if any and state that your Agreement will renew at the specified rate unless you affirmatively cancel the Agreement. We will also provide you a second notice at least 35 calendar days before the contract expiration. In these notices we will explain your options which may include renewal of the Agreement, the specified rate, proposed changes if any, and what actions you must take to cancel the Agreement. You are responsible to arrange your electric supply upon the expiration of the Agreement.

13. Miscellaneous – You have the right to request your Service payment history from us twice within a 12 month period for up to the 24 month period predating the request without charge. You may be charged a switching fee by the Utility, and if you switch back to the Utility you may not be served at the same rates, terms and conditions as other Utility customers. You are solely responsible for any contract termination fees or damages assessed by any other competitive retail electric supplier. You authorize, but do not obligate us to exercise your government aggregation opt-out rights.

14. Termination by Customer – You may terminate the contract without penalty if you move outside the area we are certified to serve or where we charge a different price. During the Initial Term, you may terminate this Agreement at any time upon payment of an early termination fee equal to 1.5 cents per kWh multiplied by your average monthly usage over the past 12 months, multiplied by the greater of 3 months or the number of months remaining in the initial term.

15. Successors and Assigns – We may assign this agreement to an affiliate or third party, in whole or in part, and will provide you with forty-five (45) days written notice of any assignment.

16. Interval Meter – Should we elect to continue Service under this agreement to an account with peak demand exceeding 100kW, you agree to pay the cost to install an interval meter and a phone line that is required to transmit the interval information to the Utility. Should you choose not to pay for the cost of the interval meter and required phone line, that at shall be considered as an early termination of this agreement, and the early termination penalty shall apply.

17. LIMITATION OF REMEDIES, LIABILITY AND DAMAGES – THE REMEDY IN ANY CLAIM OR SUIT BY YOU AGAINST US WILL BE LIMITED TO THE LESSER OF THE DIRECT ACTUAL DAMAGES, OR THE AMOUNT PAID TO US UNDER THIS AGREEMENT FOR THE SIX MONTH PERIOD PRIOR TO THE OCCURRENCE THAT GAVE RISE TO SUCH CLAIM.

18. Offer Availability – This offer is made on an as-available basis and is subject to change or extension at our sole discretion.