

ALTERNATE GENERATION SUPPLIER COORDINATION AGREEMENT

This Alternative Generation Supplier Coordination Agreement (“Agreement”), dated as of _____ is entered into, by and between Dayton Power and Light Company (the “Company”) and _____ (the “AGS”).

WHEREAS, the Company agrees to supply, and the AGS agrees to have the Company supply, all “Coordination Services” specified in the Company’s PUCO Vol. 17, Tariff Sheet No. G8, Alternate Generation Supplier Coordination Tariff (“AGS Coordination Tariff”), or its successor.

1. Representations and Warranties

- (a) The AGS hereby represents, warrants and covenants as follows:
 - (i) The AGS is in compliance, and will continue to comply, with all obligations, rules and regulations, as established and interpreted by the PJM OI, as defined in the AGS Coordination Tariff; and
 - (ii) The AGS is licensed by the PUCO to provide Competitive Energy Supply, as defined in the AGS Coordination Tariff, to Customers in Ohio and has and will continue to satisfy all other PUCO requirements applicable to the AGS.
- (b) The Company and the AGS, individually referred to hereafter as the "Party", collectively referred to at the "Parties", each represents, warrants and covenants as follows:
 - (i) Each Party’s performance of its obligations hereunder has been duly authorized by all necessary action on the part of the Party and does not and will not conflict with or result in a breach of the Party’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 Party is a party or by which the Party or any of its properties is bound or subject;
 - (ii) This Agreement is a valid and binding obligation of the Party, 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; and
 - (iii) The AGS shall provide notice pursuant to the notice requirements in this Agreement at such time that the AGS learns that any of the representations, warranties, or covenants in this Section of this Agreement have been violated.

2. Payment

As consideration for Coordination Services provided by the Company, the AGS shall pay the Company those Coordination Services Charges billed to the AGS in accordance with the terms and

conditions of the AGS Coordination Tariff. The AGS will be ultimately responsible for any and all payments should a dispute arise.

3. Breach of Coordination Obligations

- (a) Default - If an AGS fails to perform any of the obligations or covenants imposed during the term of the Agreement or: a) makes an assignment or any general arrangement for the benefit of creditors; b) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause under any bankruptcy or similar law for the protection of creditors, or have such petition filed against it; c) otherwise becomes bankrupt or insolvent (however evidenced); d) is unable to pay its debts as they fall due; e) fails to provide satisfactory security within forty-eight (48) hours of the request of the Company should the creditworthiness or financial responsibility of the AGS become unsatisfactory; f) fails to maintain its certification under R.C. 4928.08; or g) the AGS is in violation of its coordination obligations as described in Section 3 of the Tariff, then the AGS shall be in default of the Agreement and the Company shall have the rights as described in Section 4 of this Agreement.
- (b) Notice and Curing of Default - Upon the occurrence of an event of default, the Company must notify the AGS, in writing, stating the specific nature of the default. The AGS will have forty-eight (48) hours after receipt of such notice in which to remedy or remove the cause or causes stated in the notice, or if the AGS is unable to fully remedy the instance of default in the exercise of due diligence, the Company shall have the right to terminate the Agreement and pursue all remedies available to the Company. If the AGS's certification is revoked by the PUCO, then the curing period is eliminated and the Company will cease coordination service immediately to the AGS.
- (c) Preservation of Rights - Such cancellation of the Agreement will be without prejudice to the right of the Company to collect any amounts it is then due and without waiver of any other remedy to which the Company may be entitled at law or in equity for breach of the Agreement.
- (d) Rights Upon Default - In the event of the AGS's default as described in Section 3(a) or at any time as a result of the AGS's default the AGS's customers will be served by the Company's Standard Offer of Generation, as defined in the AGS Coordination Tariff, according to rules of standard offer service, then the AGS will be liable to the Company for: a) the undelivered quantity of electricity times the difference between the Company's standard offer price and the price at which the Company is able, acting in good faith, to obtain comparable supplies plus 10 percent; and b) any charges which the Company has incurred for third party transmission service which the Company uses in receiving the energy.
- (e) Timing of Payment - Within thirty (30) days of an uncured default, the Company shall submit written notice to the AGS. Such notice shall contain the Company's calculation of the AGS's liability and the basis thereof. Within two (2) business days after receipt of such notice, the AGS must pay to the Company the liability as stated in the notice.

4. Termination Of Alternative Generation Supplier Coordination Agreement

- (a) Termination - An Agreement will or may be terminated as follows:
- (i) Withdrawal of the AGS from Retail Service. In the event the AGS ceases to participate in or otherwise withdraws the provision of Competitive Energy Supply to customers in the Company's Certified Territory, as defined in the AGS Coordination Tariff, this Agreement between the AGS and the Company shall terminate thirty (30) days following the date on which the AGS has no more active customers. Such termination shall not effect or excuse the AGS's obligations under any provision of this Agreement or the AGS Coordination Tariff until all of those obligations are fulfilled.
 - (ii) In accordance with Section 17.2 of the AGS Coordination Tariff.
- (b) Effect of Termination - If the Agreement is terminated, any Customer of the AGS within the Company's Certified Territory that has not switched to another AGS prior to termination shall receive Standard Offer Generation Service in accordance with the terms and conditions of the applicable tariff.
- (c) Survival of Obligations - Termination of the Agreement for any reason shall not relieve the Company or an AGS of any obligation accrued or accruing prior to such termination.

5. Notices

Any notice or request made to or by either Party regarding this Agreement shall be made in writing to the representative of the other Party as indicated below.

To The Dayton Power and Light Company:

The Dayton Power and Light Company
1900 Dryden Road
Dayton, OH 45439
Attn: Control Area Services
Telephone: (937) 331-4431
Facsimile: (937) 331-4216

Wire Transfers:

Bank: JPMorgan Chase Bank, Columbus, Ohio
ABA#: #021000021
Account #: #628705063

Confirmation of Transfer:

Name: Chuck Hofmann
Telephone: 937-259-7142

To the AGS:

Attn: _____
Title: _____
Telephone: _____
Facsimile: _____

Wire Transfers:

Bank: _____
ABA#: _____
Account #: _____

Confirmation of Transfer:

Name: _____
Telephone: _____

If given by electronic transmission (including fax, telex, telecopy or Internet email), notice shall be deemed given on the date sent and shall be confirmed by a written copy sent by first class mail. If sent in writing by first class mail, notice shall be deemed given on the fifth business day following deposit in the United States mail (as noted by the postmark), properly addressed, with postage prepaid. If sent by same-day or overnight delivery service, notice shall be deemed given on the day of delivery. The Company and an AGS may change their representative for receiving notices contemplated by this Tariff by delivering written notice of their new representatives to the other.

7. Applicable Law

This Agreement and the rights and duties of the Parties hereunder is governed by and construed, enforced and performed in accordance with the laws of the State of Ohio. The exclusive venue for any litigation arising out of this Agreement shall be any municipal, state or federal court embracing Montgomery County, Ohio. The Parties hereby submit to the jurisdiction of any such court and waive any claims or defenses relating to jurisdiction or venue.

8. Assignment

This Agreement may not be assigned by either the Company or the AGS without (a) any necessary regulatory approval and (b) the consent of the other party, which consent shall not be unreasonably withheld. Notwithstanding the terms of this provision, the Company may delegate or assign, without consent of the other Party, its rights, duties or obligations to any affiliate or subsidiary. Any assignment occurring hereunder shall be binding upon, and oblige and inure to the benefit of, the successors and assigns of the parties to the Agreement.

9. No Prejudice of Rights

The failure by either the Company or the AGS to enforce any of the terms of the AGS Coordination Tariff or the Agreement shall not be deemed a waiver of the right of either to do so.

10. Miscellaneous

- (a) An AGS must terminate its contract with all customers who request assistance from and qualify for the Percentage of Income Payment Plan under ODSA rules and return the customer to DP&L's Standard Offer of Generation or the applicable aggregated generation service developed for PIPP customers by the ODSA.
- (b) The AGS Coordination Tariff is incorporated herein by reference and made a part hereof. All terms used in this Agreement that are not otherwise defined shall have the meaning provided in the AGS Coordination Tariff.

IN WITNESS WHEREOF, and intending to be legally bound thereby, The Dayton Power and Light Company and the AGS identified above have caused this Agreement to be executed by their respective authorized officials.

DAYTON POWER AND LIGHT COMPANY

By: _____
Name: Leah Brown Title: Director, Customer Service Date

By: _____
Name Title Date

AGS 11-11-14