

b
BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application of American Wholesale Energy Inc., d/b/a _____, for approval to offer, render, furnish, or supply electricity or electric generation services as a(n) [as specified in item #4b below] to the public in the Commonwealth of Pennsylvania (Pennsylvania).

To the Pennsylvania Public Utility Commission:

1. IDENTIFICATION AND CONTACT INFORMATION

a. IDENTITY OF THE APPLICANT: Provide name (including any fictitious name or d/b/a), primary address, web address, and telephone number of Applicant:

American Wholesale Energy Inc.
322 North Shore Drive
Building 1B, Suite 200
Pittsburgh, PA
15212
www.americanwholesaleenergy.com
Ph: 1-855-347-0007

DATE OF DEPOSIT

NOV 25 2024

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

b. PENNSYLVANIA ADDRESS / REGISTERED AGENT: If the Applicant maintains a primary address outside of Pennsylvania, provide the name, address, telephone number, and fax number of the Applicant's secondary office within Pennsylvania. If the Applicant does not maintain a physical location within Pennsylvania, provide the name, address, telephone number, and fax number of the Applicant's Registered Agent within Pennsylvania.

Greg Carey
322 North Shore Drive
Building 1B, Suite 200
Pittsburgh, PA
15212
1-855-347-0007
Ph.: 1-855-347-0007
Fax: 1-855-247-8969

c. REGULATORY CONTACT: Provide the name, title, address, telephone number, fax number, and e-mail address of the person to whom questions about this Application and future inquiries should be addressed.

NOTE: To ensure timely receipt of regulatory information, a contact employed directly by the Applicant, and not a consultant, is preferred.

Morley Shulman
Director of Compliance
322 North Shore Drive
Building 1B, Suite 200
Pittsburgh, PA
15212
1-855-347-0007
Ph.: 1-855-347-0007, ext. 2474
Fax: 1-855-247-8969
Morley.shulman@americanwholesaleenergy.com

- d. **ATTORNEY:** Provide the name, address, telephone number, fax number, and e-mail address of the Applicant's attorney. If the Applicant is not using an attorney, explicitly state so.

George J. Eyd
Hodgson Russ LLP
22 Adelaide St. West
Toronto, ON
M5H 4E3
geydt@hodgsonruss.com
Ph.: 416-595-2671
Fax: 1-877-432-1626

- e. **CONTACTS FOR CONSUMER SERVICE AND COMPLAINTS: (Required of ALL Applicants)** Provide the name, title, address, telephone number, FAX number, and e-mail **OF THE PERSON AND AN ALTERNATE PERSON (2 REQUIRED)** responsible for addressing customer complaints. These persons will ordinarily be the initial point(s) of contact for resolving complaints filed with the Applicant, the Electric Distribution Company, the Pennsylvania Public Utility Commission, or other agencies. The main contact's information will be listed on the Commission website list of licensed EGSS.

Morley Shulman
Director of Compliance
322 North Shore Drive
Building 1B, Suite 200
Pittsburgh, PA
15212
1-855-347-0007
Ph.: 1-855-347-0007, ext. 2474
Fax: 1-855-247-8969
Morley.shulman@americanwholesaleenergy.com

2. **BUSINESS ENTITY FILINGS AND REGISTRATION**

- a. **FICTITIOUS NAME:** *(Select appropriate statement and provide supporting documentation as listed.)*

The Applicant will be using a fictitious name or doing business as ("d/b/a")

Provide a copy of the Applicant's filing with Pennsylvania's Department of State pursuant to 54 Pa.C.S. § 311, Form DSCB: 54-311.

OR

X The Applicant will not be using a fictitious name.

- b. **BUSINESS ENTITY AND DEPARTMENT OF STATE FILINGS:**
(Select appropriate statement and provide supporting documentation. As well, understand that Domestic means being formed within Pennsylvania and foreign means being formed outside Pennsylvania.)

The Applicant is a sole proprietor.

- If the Applicant is located outside the Commonwealth, provide proof of compliance with 15 Pa.C.S. § 412 relating to Department of State filing requirements.

OR

The Applicant is a:

- domestic general partnership (*)
- domestic limited partnership (15 Pa.C.S. § 8621)
- foreign general or limited partnership (15 Pa.C.S. §§ 411 and 412)
- domestic limited liability partnership (15 Pa.C.S. §§ 8201 and 8221)
- foreign limited liability general partnership (15 Pa.C.S. §§ 411 and 412)
- foreign limited liability limited partnership (15 Pa.C.S. §§ 411 and 412)

- Provide proof of compliance with appropriate Department of State filing requirements as indicated above.
- Give name, d/b/a, and address of partners. If any partner is not an individual, identify the business nature of the partner entity and identify its partners or officers.
- Provide the state in which the business is organized/formed and provide a copy of the Applicant's charter documentation.
- * If a corporate partner in the Applicant's domestic partnership is not domiciled in Pennsylvania, attach a copy of the Applicant's Department of State filing pursuant to 15 Pa.C.S. §§ 411 and 412.

OR

The Applicant is a:

- domestic corporation (15 Pa.C.S. § 1308)
- foreign corporation (15 Pa.C.S. §§ 411 and 412)
- domestic limited liability company (15 Pa.C.S. § 8821)
- foreign limited liability company (15 Pa.C.S. §§ 411 and 412)
- Other (Describe):

- Provide proof of compliance with appropriate Department of State filing requirements as indicated above.

Attached

- Provide the state in which the business is incorporated/organized/formed and provide a copy of the Applicant's charter documentation.

Attached

- Give name and address of officers.

Tim Mulcahy, CEO
322 North Shore Drive
Building 1B, Suite 200
Pittsburgh, PA
15212

Greg Carey, CFO

3. AFFILIATES AND PREDECESSORS

(both in state and out of state)

- a. **AFFILIATES:** Give name and address of any affiliates currently doing business and state whether the affiliates are jurisdictional public utilities. If the Applicant does not have any affiliates doing business, explicitly state so. Also, state whether the applicant has any affiliates that are currently applying to do business in Pennsylvania.

American Wholesale Energy does not have any affiliates.

- b. **PREDECESSORS:** Identify any predecessors of the Applicant and provide the names under which the Applicant has operated, including address, web address, and telephone number, if applicable. If the Applicant does not have any predecessors that have done business, explicitly state so.

American Wholesale Energy does not have any predecessors.

- c. **RELATED DOCKET NUMBERS:** Provide the Docket Numbers for any previous Pennsylvania PUC licenses for the Applicant, all affiliates, and any predecessors. If the Applicant does not have any related Docket Numbers, explicitly state so.

Our previous docket # was A-2024-3050942

4. OPERATIONS

- a. **APPLICANT'S PRESENT OPERATIONS:** *(select and complete the appropriate statement)*

Definitions

- Supplier – an entity that sells electricity to end-use customers utilizing the jurisdictional transmission and distribution facilities of an EDC.
- Aggregator - an entity that purchases electric energy and takes title to electric energy as an intermediary for sale to retail customers.
- Broker/Marketer - an entity that acts as an intermediary in the sale and purchase of electric energy but does not take title to electric energy.

The Applicant is presently doing business in Pennsylvania as a

- municipal electric corporation
- electric cooperative
- local gas distribution company
- provider of electric generation, transmission or distribution services
- broker/marketer engaged in the business of supplying electricity services
- Other; Identify the nature of service being rendered.

or

X The Applicant is not presently doing business in Pennsylvania.

b. **APPLICANT'S PROPOSED OPERATIONS:** The Applicant proposes to operate as a (*may check multiple*):

- Supplier of electricity
- Aggregator engaged in the business of supplying electricity
- X Broker/Marketer engaged in the business of supplying electricity services
 - X Check here to verify that your organization will not be taking title to the electricity nor will you be making payments for customers.
- Electric Cooperative and supplier of electric power
- Other (Describe):

c. **PROPOSED SERVICES:** Describe in detail the electric services or the electric generation services which the Applicant proposes to offer.

American Wholesale Energy will be acting as a broker for electricity and will not be taking title to any supply.

d. **PROPOSED SERVICE AREA:** Check the box of each Electric Distribution Company for which the Applicant proposes to provide service.

- | | |
|---|--|
| <input type="checkbox"/> Citizens' Electric | <input type="checkbox"/> Pike |
| <input type="checkbox"/> Duquesne Light | <input type="checkbox"/> PPL |
| <input type="checkbox"/> Met-Ed | <input type="checkbox"/> UGI Utilities |
| <input type="checkbox"/> PECO | <input type="checkbox"/> Wellsboro |
| <input type="checkbox"/> Penelec | <input type="checkbox"/> West Penn |
| <input type="checkbox"/> Penn Power | |

X Entire Commonwealth of PA

e. **CUSTOMERS:** Applicant proposes to provide services to:

- Residential Customers
- X Small Commercial Customers - (25 kW and Under)
- X Large Commercial Customers - (Over 25 kW)
- X Industrial Customers
- X Governmental Customers
- All of above
- Other (Describe):
- Residential and Small Commercial Customers in a Mixed Meter Capacity -
This customer class reflects situations in which a large commercial, industrial, and/or governmental customer account also contains features of residential and/or small commercial customers. In this instance, the residential and/or small commercial portion must be an incidental portion of the larger account. **This customer class alone does not allow marketing targeted**

- f. **START DATE:** Provide the approximate date the Applicant proposes to actively market within the Commonwealth.

American Wholesale Energy will market shortly after we receive our license.

5. COMPLIANCE

- a. **CRIMINAL/CIVIL PROCEEDINGS:** State specifically whether the Applicant, an affiliate, a predecessor of either, or a person identified in this Application, has been or is currently the defendant of a criminal or civil proceeding within the last five (5) years.

Identify all such proceedings (active or closed), by name, subject and citation; whether before an administrative body or in a judicial forum. If the Applicant has no proceedings to list, explicitly state such.

American Wholesale Energy has no affiliates or predecessors nor have any persons listed in this application been the defendant in any criminal or civil proceedings within the last five years.

- b. **CUSTOMER/REGULATORY/PROSECUTORY ACTIONS:** Identify all formal or escalated actions or complaints, in the Commonwealth of Pennsylvania or any state, filed with or by a customer, regulatory agency, or prosecutory agency against the Applicant, an affiliate, a predecessor of either, or a person identified in this Application, for the prior five (5) years, including but not limited to customers, Utility Commissions, and Consumer Protection Agencies such as the Offices of Attorney General. **Applicant should also include if it had a Pennsylvania PUC EGS or NGS license previously cancelled by the Commission.** If the Applicant has no actions or complaints to list, explicitly state such.

American Wholesale Energy has no escalated actions or complaints and have never been previously registered with the Pennsylvania PUC.

- c. **SUMMARY:** Provide a statement as to the resolution or present status of any proceedings or actions listed above. Additionally, provide details of any actions the applicant has undertaken that will prevent the items listed above from occurring if licensed in Pennsylvania.

6. PROOF OF SERVICE

Required of ALL Applicants regardless of operating as a supplier, broker, marketer, or aggregator.
(Example Certificate of Service is attached at Appendix C)

- a. **STATUTORY AGENCIES:** Pursuant to Sections 1.57, 1.58, and 54.32(d) of the Commission's Regulations, 52 Pa. Code §§ 1.57, 1.58, and 54.32(d), provide proof of service of a signed and verified Application with attachments on the following:

Bureau of Investigation & Enforcement
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2 West

Office of the Attorney General
Bureau of Consumer Protection
Strawberry Square, 14th Floor

Office of Consumer Advocate
5th Floor, Forum Place
555 Walnut Street
Harrisburg, PA 17120

Department of Revenue
Bureau of Compliance
PO Box 281230
Harrisburg, PA 17128-1230

Office of Small Business Advocate
Forum Place
555 Walnut Street, 1st Floor
Harrisburg, PA 17101

- b. EDCs:** Pursuant to Sections 1.57, 1.58, and 54.32(d) of the Commission's Regulations, 52 Pa. Code §§ 1.57, 1.58, and 54.32(d), provide Proof of Service of the Application and attachments upon each Electric Distribution Company the Applicant proposes to provide service in. Upon review of the Application, further notice may be required pursuant to Section 5.14 of the Commission's Regulations, 52 Pa. Code § 5.14. Contact information for each EDC is as follows.

<p>Citizens' Electric Company: Citizens' Electric Company Attn: EGS Coordination 1775 Industrial Boulevard Lewisburg, PA 17837</p>	<p>Duquesne Light Company: Regulatory Affairs Duquesne Light Company 411 Seventh Street, MD 16-4 Pittsburgh, PA 15219</p>
<p>Met-Ed, Penelec, and Penn Power: Legal Department First Energy 2800 Pottsville Pike Reading PA, 19612</p>	<p>PECO: Manager Energy Acquisition PECO Energy Company 2301 Market Street Philadelphia, PA 19101-8699</p>
<p>Pike County Light & Power Company: Vice President – Energy Supply Corning Natural Gas Holding Corporation 330 West William Street Corning, NY 14830</p>	<p>PPL: Office of General Counsel Attn: Kimberly A. Klock PPL Two North Ninth Street (GENTW3) Allentown, PA 18101-1179</p>
<p>UGI: UGI Utilities, Inc. Attn: Rates Dept. – Choice Coordinator 1 UGI Drive Denver, PA 17517</p>	<p>Wellsboro Electric Company: Wellsboro Electric Company Attn: EGS Coordination 33 Austin Street P. O. Box 138 Wellsboro, PA 16901</p>
<p>West Penn Power: Legal Department West Penn Power d/b/a Allegheny Power 800 Cabin Hill Drive Greensburg, PA 15601-1689</p>	

7. FINANCIAL FITNESS

a. **FINANCIAL SECURITY:** In accordance with 66 Pa.C.S. § 2809(c)(1)(i) and 52 Pa. Code § 54.40(a), the Applicant is required to file a bond or other instrument to ensure its financial responsibilities and obligations as an EGS. Therefore, the Applicant is...

- Furnishing the **ORIGINAL** of an initial bond, letter of credit or proof of bonding to the Commission in the amount of \$250,000.
- Furnishing the **ORIGINAL** of another initial security for Commission approval, to ensure financial responsibility, such as a parental guarantee, in the amount of \$250,000.
- X **For Marketers and Brokers** - Filing for a modification to the \$250,000 requirement and furnishing the **ORIGINAL** of an initial bond, letter of credit or proof of bonding to the Commission in the amount of \$10,000. Applicant is required to provide information supporting an amount less than \$250,000. Such supporting information must include indication that the Applicant will not take title to electricity and will not pay electricity bills on behalf of its customers. Further details for modification may be described as well.

Sent previously.

CRITICAL BONDING NOTES:

Applicant is required to maintain a bond or other financial instrument the entire time it maintains an EGS license with the Commonwealth of Pennsylvania. If Applicant's security instrument is not continuous, Applicant **MUST** submit a Rider, Amendment, or Continuation Certificate annually based on the expiration date of its security instrument.

At least sixty days (60) prior to the security instrument's expiration date, EGS suppliers should email pc-puc-tus-energy@pagov.onmicrosoft.com or call (717)783-5242 to determine the appropriate bonding amount based on a percentage of suppliers gross receipts resulting from the sale of generated electricity consumed in Pennsylvania. Once the amount has been determined, suppliers should overnight the updated security instrument(s) at least thirty (30) days prior to the expiration date to ensure adequate time for staff review and approval of the security instrument(s).

Template versions of a continuous bond (preferred), fixed-term bond, continuous letter of credit, and parental guarantee are attached at Appendix E, F, G, & H, respectively. Applicant's security must follow language from these examples, and must include the unmodified language outlined in Appendix D. Any deviation from these examples must be identified in the application and may not be acceptable to the Commission.

b. FINANCIAL RECORDS, STATEMENTS, AND RATINGS: Applicant must provide sufficient information to demonstrate financial fitness commensurate with the service proposed to be provided. Examples of such information which may be submitted include the following:

- Actual (or proposed) organizational structure including parent, affiliated or subsidiary companies.
- Published Applicant or parent company financial and credit information (i.e. 10Q or 10K) (SEC/EDGAR web addresses are sufficient)
- Applicant's accounting statements, including balance sheet and income statements for the past two years.
- Evidence of Applicant's credit rating. Applicant may provide a copy of its Dun and Bradstreet Credit Report and Robert Morris and Associates financial form, evidence of Moody's, S&P, or Fitch ratings, and/or other independent financial service reports.
- A description of the types and amounts of insurance carried by Applicant which are specifically intended to provide for or support its financial fitness to perform its obligations as a licensee.
- Audited financial statements exhibiting accounts over a minimum two-year period.
- Bank account statements (3-12 recent consecutive months), tax returns from the previous two years, or any other information that demonstrates Applicant's financial fitness.

Please see Appendix 7.b

c. SUPPLIER FUNDING METHOD: If Applicant is operating as anything other than **Broker/Marketer only**, explain how Applicant will fund its operations. Provide all credit agreements, lines of credit, etc., and elaborate on how much is available on each item.

See Appendix 7.c

d. BROKER PAYMENT STRUCTURE: If applicant is a broker/marketer, explain how your organization will be collecting your fees.

American Wholesale Energy will be acting strictly as a broker of electricity. We will get paid directly by whichever retailer with whom the consumer signs.

e. ACCOUNTING RECORDS CUSTODIAN: Provide the name, title, address, telephone number, FAX number, and e-mail address of Applicant's custodian for its accounting records.

Greg Carey, CFO, will be acting as custodian for our accounting records.

Greg Carey
322 North Shore Drive
Building 1B, Suite 200
Pittsburgh, PA
15212
1-855-347-0007
Ph.: 1-855-347-0007
Fax: 1-855-247-8969

f. **TAXATION:** Complete the TAX CERTIFICATION STATEMENT attached as Appendix I to this application.

All sections of the Tax Certification Statement must be completed. Submitting N/A on either the Sales Tax License Number or the Employer ID Number (items 7A and 7B) shall be accompanied by supporting documentation or an explanation validating the absence of such information.

Item 7A on the Tax Certification Statement is designated by the Pennsylvania Department of Revenue. Item 7B on the Tax Certification Statement is designated by the Internal Revenue Service.

See Appendix 7.f.

8. TECHNICAL FITNESS:

To ensure that the present quality and availability of service provided by electric utilities does not deteriorate, the Applicant shall provide sufficient information to demonstrate technical fitness commensurate with the service proposed to be provided.

a. **EXPERIENCE, PLAN, STRUCTURE:** such information may include:

- Applicant's previous experience in the electricity industry.
- Summary and proof of licenses as a supplier of electric services in other states or jurisdictions.
- Type of customers and number of customers Applicant currently serves in other jurisdictions.
- Staffing structure and numbers as well as employee training commitments.
- Business plans for operations within the Commonwealth.
- Documentation of membership in PJM, ECAR, MAAC, other regional reliability councils, or any other membership or certification that is deemed appropriate to justify competency to operate as an EGS within the Commonwealth.
- Any other information appropriate to ensure the technical capabilities of the Applicant.

See Appendix 8.a

b. **PROPOSED MARKETING METHOD** (check all that apply)

- Internal – Applicant will use its own internal resources/employees for marketing
- External EGS – Applicant will contract with a PUC **LICENSED EGS** broker/marketer
- Affiliate – Applicant will use a **NON-EGS** affiliate marketing company and or individuals.
- External Third-Party – Applicant will contract with a **NON-EGS** third party marketing company and or individuals
- Other (Describe):

c. **DOOR TO DOOR SALES:** Will the Applicant be implementing door to door sales activities?

- Yes
- No

If yes, will the Applicant be using verification procedures?

- Yes
- No

If yes, describe the Applicant's verification procedures.

- d. **OVERSIGHT OF MARKETING:** Explain all methods Applicant will use to ensure all marketing is performed in an ethical manner, for both employees and subcontractors.

All sales will be regularly monitored via weekly audits. All customers will also receive a welcome call from our Customer Experience department to verify the details of the signed contract(s). In addition, all inside and outside sales agents will be required to complete full training and pass a certification test with a minimum 80% grade.

- e. **OFFICERS:** Identify Applicant's chief officers, and include the professional resumes for any officers directly responsible for operations. All resumes should include date ranges and job descriptions containing actual work experience.

Please see Appendix 8.e.

- f. **FERC FILING:** Applicant has:

- Filed an Application with the Federal Energy Regulatory Commission to be a Power Marketer.
- Received approval from FERC to be a Power Marketer at Docket or Case Number _____.
- X Not applicable

9. DISCLOSURE STATEMENTS:

Disclosure Statements: If proposing to serve Residential and/or Small Commercial (under 25 kW) Customers, provide a Residential and/or Small Commercial disclosure statement. A sample disclosure statement is provided as Appendix J to this Application.

- Electricity should be priced in clearly stated terms to the extent possible. Common definitions should be used. All consumer contracts or sales agreements should be written in plain language with any exclusions, exceptions, add-ons, package offers, limited time offers or other deadlines prominently communicated. Penalties and procedures for ending contracts should be clearly communicated.

Not applicable for an applicant applying for a license exclusively as a broker/marketer.

10. VERIFICATIONS, ACKNOWLEDGEMENTS, AND AGREEMENTS

a. **PJM LOAD SERVING ENTITY REQUIREMENT:** As a prospective EGS, the applicant understands that those EGSs which provide retail electric supply service (i.e. takes title to electricity) must provide either:

- proof of registration as a PJM Load Serving Entity (LSE), or
- proof of a contractual arrangement with a registered PJM LSE that facilitates the retail electricity services of the EGS.

The Applicant understands that compliance with this requirement must be filed within 120 days of the Applicant receiving a license. As well, the Applicant understands that compliance with this requirement may be filed with this instant application.

(Select only one of the following)

- AGREED** - Applicant has included compliance with this requirement in the instant application, labeled in correspondence with this section (10).
- AGREED** - Applicant will provide compliance with this requirement within 120 days of receiving its license
- ACKNOWLEDGED** - Applicant is not proposing to provide retail electric supply service at this time, and therefore is not presently obligated to provide such information

b. **STANDARDS OF CONDUCT AND DISCLOSURE:** As a condition of receiving a license, Applicant agrees to conform to any Uniform Standards of Conduct and Disclosure as set forth by the Commission. Further, the Applicant agrees that it must comply with and ensure that its employees, agents, representatives, and independent contractors comply with the standards of conduct and disclosure set out in Commission regulations at 52 Pa. Code § 54.43, as well as any future amendments.

AGREED

c. **REPORTING REQUIREMENTS:** Applicant agrees to provide the following information to the Commission or the Department of Revenue, as appropriate:

- **Retail Electricity Choice Activity Reports:** The regulations at 52 Pa. Code §§ 54.201--54.204 require that all active EGSs report sales activity information. An EGS will file an annual report reporting for customer groups defined by annual usage. Reports must be filed using the appropriate report form that may be obtained from the PUC's Secretary's Bureau or the forms officer, or may be down-loaded from the PUC's internet web site.
- **Reports of Gross Receipts:** Applicant shall report its Pennsylvania intrastate gross receipts to the Commission on a quarterly and year to date basis no later than 30 days following the end of the quarter.
- **The Treasurer or other appropriate officer of Applicant shall transmit to the Department of Revenue by March 15, an annual report, and under oath or affirmation, of the amount of gross receipts received by Applicant during the prior calendar year.**
- **Net Metering Reports:** Applicant shall be responsible to report any Net Metering per the Standards on http://www.puc.pa.gov/consumer_info/electricity/alternative_energy.aspx. Scroll down to the Net Metering Standards Section.

- Applicant shall report to the Commission the percentages of total electricity supplied by each fuel source on an annual basis per 52 Pa. Code § 54.39(b)(4).
- Applicant will be required to meet periodic reporting requirements as may be issued by the Commission to fulfill the Commission's duty under Chapter 28 of the Public Utility Code, 66 Pa.C.S. Chapt. 28, pertaining to reliability and to inform the Governor and Legislature of the progress of the transition to a fully competitive electric market.

X AGREED

- d. **TRANSFER OF LICENSE:** The Applicant understands that if it plans to transfer its license to another entity, it is required to request authority from the Commission for permission prior to transferring the license. See 66 Pa.C.S. § 2809(D) and 52 Pa. Code § 54.41(a). Transferee will be required to file the appropriate licensing application.

X AGREED

- e. **ANNUAL FEES:** The Public Utility Code authorizes the PUC to collect an annual fee of \$350 from suppliers, brokers, marketers, and aggregators selling electricity in the Commonwealth of PA, and an annual supplemental fee based on annual gross intrastate revenues, applicable to suppliers only.

X ACKNOWLEDGED

- f. **FURTHER DEVELOPMENTS:** Applicant is under a continuing obligation to amend its application if substantial changes occur to the information upon which the Commission relied in approving the original filing. See 52 Pa. Code § 54.34.

X AGREED

- g. **FALSIFICATION:** The Applicant understands that the making of false statement(s) herein may be grounds for denying the Application or, if later discovered, for revoking any authority granted pursuant to the Application. This Application is subject to 18 Pa.C.S. §§ 4902, 4903, and 4904, relating to perjury and falsification in official matters.

X AGREED

- h. **NOTIFICATION OF CHANGE:** If your answer to any of these items changes during the pendency of your application or if the information relative to any item herein changes while you are operating within the Commonwealth of Pennsylvania, you are under a duty to so inform the Commission, within thirty (30) days, as to the specifics of any changes which have a significant impact on the conduct of business in Pennsylvania. See 52 Pa. Code § 54.34.

X AGREED

- i. **CEASING OF OPERATIONS:** Applicant is also required to officially notify the Commission if it plans to cease doing business in Pennsylvania, 90 days prior to ceasing operations.

X AGREED

- j. **Electronic Data Interchange:** The Applicant acknowledges the Electronic Data Interchange (EDI) requirements and the relevant contacts for each EDC, as listed at Appendix M.

X AGREED

- k. **FILING FEE:** The Applicant has enclosed or paid the required, non-refundable filing fee by CERTIFIED CHECK OR MONEY ORDER in the amount of \$350.00 payable to the Commonwealth of Pennsylvania. The Commission does not accept corporate or personal checks for filing fees.

X Already remitted

11. AFFIDAVITS

Must be notarized before filing.

- a. **APPLICATION AFFIDAVIT:** Complete and submit with your filing an officially notarized Application Affidavit stating that all the information submitted in this application is truthful and correct. An example copy of this Affidavit can be found at Appendix A.
- b. **OPERATIONS AFFIDAVIT:** Provide an officially notarized affidavit stating that you will adhere to the reliability protocols of the North American Electric Reliability Council, the appropriate regional reliability council(s), and the Commission, and that you agree to comply with the operational requirements of the control area(s) within which you provide retail service. An example copy of this Affidavit can be found at Appendix B.

12. NEWSPAPER PUBLICATIONS

Required of ALL Applicants regardless of operating as a supplier, broker, marketer, or aggregator.

All Applicants MUST include a Commission issued Docket Number in their publications. Docket Numbers are issued to new applicants when an application packet is submitted to the PUC's Secretary's Bureau. **Newspaper publications published without a Commission issued Docket No. will be rejected.** For more information, see 52 Pa. Code § 54.35.

Notice of filing of this Application must be published in newspapers of general circulation covering each county in which the applicant intends to provide service. The newspapers in which proof of publication are required is dependent on the service territories the applicant is proposing to serve.

13. CHECKLIST

For the applicant's convenience, please use the following checklist to ensure all relevant sections are complete. The Commission Secretary's Bureau will not accept an application unless each of the following sections are complete.

	Signature	
	Filing Fee (CERTIFIED CHECK OR MONEY ORDER ONLY)	
3	Application Affidavit	
	Operations Affidavit	
	Bond, Letter of Credit, or Parental/Affiliate Guarantee	
	Tax Certification Statement	
	Commonwealth Department of State Verification	
	Certificate of Service	

Applicant's Use

Secretary

○

A

APPLICATION AFFIDAVIT

[Commonwealth/State] of Pennsylvania _____

SS.

County of _____

Greg Carev, Affiant, being duly [sworn/affirmed) according to law, deposes and says that:

[He/she is the CFO _____ (Office of Affiant) of American Wholesale Energy Inc.

(Name of Applicant);J [That he/she is authorized to and does make this affidavit for said Applicant;]

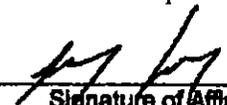
That the Applicant herein American Wholesale Energy Inc.. has the burden of producing information and supporting documentation demonstrating its technical and financial fitness to be licensed as an electric generation supplier pursuant to 66 Pa.C.S. S 2809 (b) and 52 Pa. Code 5 54.37.

That the Applicant herein American Wholesale Energy Inc. has answered the questions on the application correctly, truthfully, and completely and provided supporting documentation as required.

That the Applicant herein American Wholesale Energy Inc. acknowledges that it is under a duty to update information provided in answer to questions on this application and contained in supporting documents.

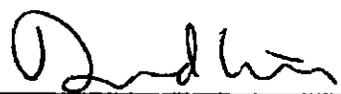
That the Applicant herein American Wholesale Energy Inc. acknowledges that it is under a duty to supplement information provided in answer to questions on this application and contained in supporting documents as requested by the Commission.

That the facts above set forth ere true and correct to the best of his/her knowledge, information, and belief, and that he/she expects said Applicant to be able to prove the same at hearing.



Signature of Affiant

Sworn and subscribed before me this 14 day of August, 2024.



Signature of official administering oath

My commission expires Does not expire.

B

DATE OF DEPOSIT

NOV 25 2024

OPERATIONS AFFIDAVIT

[Commonwealth/State] of Pennsylvania _____

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

County of _____

Greg Carey _____, Affiant, being duly [sworn/affirmed] according to law, deposes and says that:

[He/she is the CFO(Office of Affiant) of American Wholesale

Energy Inc.(Name of Applicant);l

[That he/she is authorized to and does make this affidavit for said Applicant;)

That American Wholesale Energy Inc. , the Applicant herein, acknowledges that [Applicant) may have obligations pursuant to this Application consistent with the Public Utility Code of the Commonwealth of Pennsylvania, Tittle 66 of the Pennsylvania Consolidated Statutes; orwith other applicable statutes or regulations including Emergency Orders which may be issued verbally or in writing during any emergency situations that may unexpectedly develop from time to time in the course of doing business In Pennsydvania.

That American Wholesale Energy the Applicant herein, asserts that [he/she/it) possesses the requisite technical, managerial, and financial fitness to render electric service within the Commonwealth of Pennsylvania and that the Applicant will abide by all applicable federal and state laws and regulations and by the decisions of the Pennsylvania Public Utility Commission.

That American Wholesale Energy Inc. , the Applicant herein, certifies to the Commission that It Is subject to , will pay, and in the past has paid, the full amount of taxes imposed by Miclee II and XI of the Act of March 4, 1971 (P.L. 6, No. 2), known as the Tax Reform Code of 1971, 72 P.S. SS 7101 et seq., and any tax Imposed by Chapter 28 of Title 66. The Applicant acknowledges that failure to pay such taxes or otherwise comply with the taxation requirements of Chapter 28, shall be cause for the Commission to revoke the license of the Applicant. The Applicant acknowledges that it shall report to the Commission its jurisdictional Gross Receipts and power sales for ultimate consumption, for the previous year or as otherwise required by the Commission. The Applicant also acknowledges that it is subject to 66 Pa.C.S. S 506 (relating to the inspection of facilities•and records).

As provided by 66 Pa.C.S. S 2810 (C)(6)(iv), Applicant, by filing of this applicatlon waives confidentiality wit) respect to its state tax information in the possession of the Department of Revenue, regardless of the source of the information, and shall consent to the Department of Revenue providing that Information to the Pennsylvania Public utility Commission.

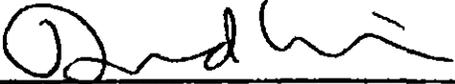
B (Continued)

That American Wholesale Energy Inc. the Applicant herein, acknowledges that it has a statutory obligation to conform with 66 Pa.C.S. S 506, S 2807(c), S 2807(d)(2), S 2809(b) and tie standards and billing practices of 52 Pa. Code Chapter 56.

That the Applicant agrees to provide all consumer education materials and information in a timely manner as requested by the Bureau of Public Liaison or other Commission bureaus. Materials and information requested may be analyzed by the Commission to meet obligations under applicable sections of the law.

That the facts above set forth are true and correct/true and correct to the best of his/her knowledge, information, and belief.

Sworn and subscribed before me this 14th day of August, 2024.
i atu of ant


Signature of official administering oath

My commission expires Does not expire.

DATE OF DEPOSIT

NOV 25 2024

**PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU**

Appendix
A

DATE OF DEPOSIT

APPLICATION AFFIDAVIT

[Commonwealth/State of Pennsylvania _____

NOV 25 2024

ss.

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

County of _____

Greg Carev Affiant, being duly [sworn/affirmed] according to law, deposes and says that:

[He/she is the CFO(Office of Affiant) of American Wholesale Energy Inc.

(Name of Applicant);] [That he/she is authorized to and does make this affidavit for said Applicant;]

That the Applicant herein American Wholesale Energy Inc. has the burden of producing information and supporting

documentation demonstrating its technical and financial fitness to be licensed as a natural gas supplier pursuant to 66 Pa.C.S. S 2208 and 52 Pa. Code S 62.109(a).

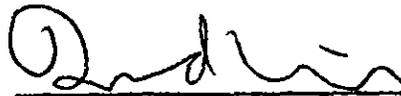
That the Applicant herein American Wholesale Energy Inc. has answered the questions on the application correctly, truthfully, and completely and provided supporting documentation as required.

That the Applicant herein American Wholesale Energy Inc. acknowledges that it is under a duty to update information provided in answer to questions on this application and contained in supporting documents.

That the Applicant herein American Wholesale Energy Inc. acknowledges that it is under a duty to supplement information provided in answer to questions on this application and contained in supporting documents as requested by the Commission.

That the facts above set forth are true and correct to the best of his/her knowledge, information, and belief, and that he/she expects said Applicant to be able to prove the same at hearing.

Sworn and subscribed before me this 14 day of August, 2024.



Signature of official administering oath

Appendix

My commission expires Does not expire

B

OPERATIONS AFFIDAVIT

[Commonwealth/State of Pennsylvania _____]

:ss.

County of _____

Greg Carey Affiant, being duly [sworn/affirmed] according to law, deposes and says that:

[He/she is the CFO(Office of Affiant) of American Wholesale

Energy Inc.(Name of Applicant);]

[That he/she is authorized to and does make this affidavit for said Applicant;]

That American Wholesale Energy Inc. , the Applicant herein, acknowledges that [Applicant] may have obligations pursuant to this Application consistent with the Public Utility Code of the Commonwealth of Pennsylvania, Title 66 of the Pennsylvania Consolidated Statutes; or with other applicable statutes or regulations including Emergency Orders which may be issued verbally or In writing during any emergency situations that may unexpectedly develop from time to time in the course of doing business in Pennsylvania.

That American Wholesale Energy Inc. , the Applicant herein, asserts that [he/she/it) possesses the requisite technical, managerial, and financial fitness to render naturel gas supply service wmin the Commonwealth of Pennsylvania and that the Applicant will abide by all applicable federal end state laws and regulations and by the decisions of the Pennsylvania Public utility Commission.

That American Wholesale Energy Inc. , the Applicant herein, acknowledges that failure to comply with any provision of Chapter 22 of the Public Utility Code or the rules, regulatlons,

Appendix

orders or directives of the Department of Revenue or of the Commission, including, but not limited to, engaging in anticompetitive behavior, shall be cause for the Commission to revoke the Applicant's license. See 66 Pa.C.S. S 2208(c)(2). The Applicant acknowledges that it shall report to the Commission its jurisdictional natural gas sales for ultimate consumption, for the previous year or as otherwise required by the Commission. The Applicant also acknowledges that it is subject to 66 Pa.C.S. S 506 (relating to the Inspection of facilities and records).

Applicant, by filing of this application waives confidentiality with respect to its state tax information in the possession of the Department of Revenue, regardless of the source of the information, and shall consent to the Department of Revenue providing that information to the Pennsylvania Public Utility Commission.

B (Continued).

That American Wholesale Energy Inc. _____, the Applicant herein, acknowledges that It has a statutory obligation to conform with 66 Pa.C.S. S 506 and the standards and billing practices of 52 Pa. Code Chapter 56.

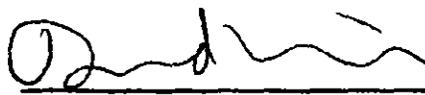
That the Applicant agrees to provide all consumer education materials and information in a timely manner as requested by the Office of Communications or other Commission bureaus. Materials and information requested may be analyzed by the Commission to meet obligations under applicable sections of the law.

That the facts above set forth are true and correct true and correct to the best of his/her knowledge, information, and belief.



Signature of Affiant

Sworn and subscribed before me this 14th day of August, 2024.



Signature of official administering oath

My commission expires Does not expire.

DATE OF DEPOSIT

NOV 25 2024

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Delaware

Page 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF INCORPORATION OF "ONIT MARKETING SERVICES LTD.", FILED IN THIS OFFICE ON THE TWENTY-SEVENTH DAY OF MARCH, A.D. 2024, AT 1:25 O'CLOCK P.M.

DATE OF DEPOSIT

NOV 25 2024

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU



A handwritten signature in black ink, appearing to read "JB", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed in a small font.

3343793 8100
SR# 20241190935

Authentication: 203130232
Date: 03-27-24

You may verify this certificate online at corp.delaware.gov/authver.shtml

CERTIFICATE OF INCORPORATION

OF

ONIT MARKETING SERVICES LTD.

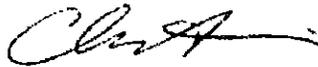
Under Section 102 of the General
Corporation Law of the State of Delaware

1. The name of the Corporation is Onit Marketing Services Ltd.
2. The address of the Corporation's registered office in the State of Delaware is 1521 Concord Pike #201, in the City of Wilmington, County of New Castle 19803. The name of the registered agent at such address is Corporate Creations Network Inc.
3. The purposes of the Corporation are to engage in any lawful act or activities for which corporations may be organized under the General Corporation Law of the State of Delaware.
4. The total number of shares of all classes of stock which the Corporation shall have authority to issue is 5,000 shares with a par value of \$0.0001 per share, all of which shall be common stock.
5. The name and mailing address of the sole incorporator are Alice K. Cheung, c/o Hodgson Russ LLP, 22 Adelaide Street West, Suite 2050, Bay-Adelaide Centre, East Tower, Toronto, Ontario, M5H 4E3, Canada.
6. In furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized to adopt, amend or repeal the by-laws of the Corporation.
7. Election of directors need not be by written ballot unless the by-laws of the Corporation shall so provide.

8. The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

9. To the extent permitted by the General Corporation Law of the State of Delaware (or any statute succeeding such law), as such law now exists or may hereafter be amended, no director of the Corporation shall be personally liable to the Corporation or its stockholders for monetary damages for any breach of fiduciary duty as a director occurring during the time this Paragraph 9 is in effect.

THE UNDERSIGNED, being the sole incorporator for the purpose of forming a Corporation pursuant to the General Corporation Law of the State of Delaware, does make this certificate, hereby declaring and certifying that this is her act and deed and the facts herein are true and, accordingly, has hereunto set her hand this 27th day of March, 2024.



Alice K. Cheung, Sole Incorporator

Delaware

Page 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "ONIT MARKETING SERVICES LTD.", CHANGING ITS NAME FROM "ONIT MARKETING SERVICES LTD." TO "AMERICAN WHOLESALE ENERGY INC.", FILED IN THIS OFFICE ON THE TENTH DAY OF JUNE, A.D. 2024, AT 10:15 O'CLOCK A.M.



A handwritten signature in black ink, appearing to read "JB", written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed in a small font.

3343793 8100
SR# 20242818810

Authentication: 203673355
Date: 06-10-24

You may verify this certificate online at corp.delaware.gov/authver.shtml

CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION
BEFORE PAYMENT OF CAPITAL
OF
ONIT MARKETING SERVICES LTD.

I, the undersigned, being the sole incorporator of **ONIT MARKETING SERVICES LTD.**, a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware,

DO HEREBY CERTIFY:

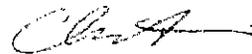
FIRST: That Article 1. of the Certificate of Incorporation be and it hereby is amended to read as follows:

1. The name of the Corporation is **American Wholesale Energy Inc.**

SECOND: That the corporation has not received any payment for any of its stock.

THIRD: That the amendment was duly adopted in accordance with the provisions of section 241 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, I have signed this certificate this 10th day of June, 2024.



Alice K. Cheung, Sole Incorporator

APPENDIX 8.e

DATE OF DEPOSIT

NOV 25 2024

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

ZAHID RAHMAN

ENTREPRENEURSHIP • LEADERSHIP • TECHNICAL EXPERT

PROFILE

An exceptional leader with 15 years of vision, strategic planning, process optimization, and technical expertise. Contributions resulted in company-wide success in various industries and team sizes using passion, creativity, advanced analytics, performance improvements, and increased profitability. Led teams and multiple companies to rapid but sustainable growth towards path for IPO, and exits valued over \$700M USD combined. Superior communication skills to effectively integrate human capital assets, technology, and innovative to resolve critical business needs. Influential advisor capable of creating effective partnerships with executives and stakeholders to achieve desired strategic outcomes. Comfortable and confident in making tough decisions and defending them through progressive discussions. The exceptional ability for envisioning the “bigger picture” and devising strategies to align all organizational components to achieve successful outcomes.

BUSINESS TRANSFORMATION & IT COMPETENCIES

- Entrepreneurial Mindset
- Strategic Planning
- Process Optimization
- Team Building
- Department/Team Management
- Financial Forecasts & Budgeting
- Enterprise IT Solutions
- Mobile & Web Development
- Client & Vendor Relations
- Project Management
- Product Manager
- ITIL & Agile Methodologies

EXPERIENCE

SENIOR VICE PRESIDENT OF OPERATIONS - ONIT ENERGY - 2 BLOOR ST. W, TORONTO (2013-PRESENT)

Led all operations of Ontario's fastest growing B2B Energy retailer. Also known as Ontario Wholesale Energy (OWE), ONIT resells natural gas and electricity with \$125M annual revenue and growing rapidly.

As the SVP, I was third-in-command in the organization, focused on company vision, establishing corporate culture of innovation, seeking business opportunities, solutions-oriented.

KEY CONTRIBUTIONS /ACHIEVEMENTS

- Leader of the senior management team and heavily influence organization's long-term & short-term strategy
- Oversee and direct day-to-day operations of the company: Operations, Finance, I.T. systems, I.T. development, Legal & Compliance, HR, and Customer Service
- Leader of the senior management team and heavily influence organization's long-term & short-term strategy
- Influenced organization to pursue expansion to United States

MANAGER OF INNOVATION - CONSTELLATION SOFTWARE (\$46B TSE: CSU) - MARKHAM (2022-2023)

Constellation Software is publicly traded company on the Toronto Stock Exchange worth \$46 Billion. It's Canada's second largest tech company and top 25 in the world in market cap (higher than companies like Rogers and Air Canada). The company is also one of the fastest growing in valuation (12x in 10 years). Their success is due to innovation and focus on product development.

As Manager of Innovation, my role focus is on directly leading my business unit (and the company) to invent and develop new

offerings, influence mergers and acquisitions, and act as Product Manager.
TORONTO, ON ■ ZAHID@VISIONCOMPUTING.CA ■ 647-308-5491

KEY CONTRIBUTIONS /ACHIEVEMENTS

- Responsible for leading innovation of new product offerings
- Propose new offerings to senior management with business plan and financial forecasting
- Create budgets and stay on quarterly and yearly targets
- Hiring of software development team, sales, marketing, and customer service
- Review and analyze competitors, and influence in M & As if it's more feasible to acquire companies with existing products versus inventing new product
- In short tenure, already succeeded in solving problems facing company for years and released respective products

CHIEF EXECUTIVE OFFICER & CO-FOUNDER - DIEM APP - MISSISSAUGA, ON (2017-2022)

Co-founded, developed, and expanded startup mobile app company's flagship app, Diem, to be Canada's top instant home services app, and top 10 globally, with over 125,000 downloads, 30,000 customers, 25+ cities in the U.S. and Canada including Los Angeles, New York, San Francisco, Washington, Toronto and more.

Diem was founded in 2017, with 3 other partners to solve the problem of limited time for performing everyday household tasks by the working class. We built a robust platform for customers and workers utilizing technology that was accessible, quick, convenient, and cost-effective. Diem was originally self-funded, and launched in January 2019. Since then, we grew rapidly through great branding, marketing, hiring, and customer service. The Canadian team consists of 4 co-founders, 3 investors, and with 12-member operations team overseas.

KEY CONTRIBUTIONS /ACHIEVEMENTS

- Successfully grew a startup from scratch to \$7M market valuation in 3 years, with multiple rounds of capital raises
- Lead bootstrapped startup app company to #1 home services app in Canada, and top 10 in the world
- Received multiple offers of acquisition from multiple parties in excess of \$3M
- Successfully opened an operations centre overseas (IT development & customer service) to 12+ members
- Leading from conceptualization, to development of app in-house CRM, marketing, operations, finance, and legal
- Fully hands-on from conceptualization of the app, created UI/UX designs, to the development, and maintenance
- Closely worked with development team; tech stack of iOS Swift, Java, Kotlin, MongoDB, Firebase NoSQL, Customer.io, Zapier
- Created and optimized budgets & forecasts, pitch decks, and presented to investors in VCs, and angel networks
- Creative marketing campaigns to build 30k monthly traffic through SEO, & SEM (Google Ads, Facebook, Instagram, YouTube)
- Set up processes & systems for hiring, customer services, and development for business to be self-running

VICE PRESIDENT OF OPERATIONS - ONIT ENERGY - 2 BLOOR ST. W, TORONTO, ON (2014-2019)

Led all operations of Ontario's fastest growing B2B Energy retailer. Also known as Ontario Wholesale Energy (OWE), ONIT resells natural gas and electricity with \$75M annual revenue.

As the VP, I was third-in-command in the organization, with 8 direct reports (directors of all operational departments) and 32 indirect reports. Reporting to, and working closely with the CEO (Tim Mulcahy, and IPO'ed Canada's largest Energy retailer with peak valuation of \$2B), and the President, I was directly involved in the company's direction and vision. Responsibilities included long-term strategy, goals, policies, and procedures for OWE, and played direct role in the information technology department software, security, infrastructure, hardware, and support of the over 200 users, and the development of in-house ERP, CRM, and mobile applications on Android.

KEY CONTRIBUTIONS /ACHIEVEMENTS

- Third in-command in the organization; reporting to CEO, & President for this \$100M company
- Awarded company's first Top Gun Award for leadership and operational excellence
- Oversee and direct day-to-day operations of the company: Operations, Finance, I.T. systems, I.T. development, Legal & Compliance, HR, and Customer Service (responsible for 40 staff members)
- Leader of the senior management team and heavily influence organization's long-term & short-term strategy

- Lead organization through severe industry government regulations (Bill 112 effective 2017) where billion-dollar competitors left the Ontario market. Along with COO, I created & implemented the SEP program to counter against regulations, and it us to become the Ontario leader in B2B retail energy
- Heavily involved in the direction and vision of the organization, ensuring financial and strategic viability
- Determine short-term and long-term deficiencies throughout all departments then address accordingly
- Prepared financial forecasts, statistics, analysis, budgets, and vendor relations
- Fully hands-on with IT systems (security, network, systems, phone systems): web applications (.NET & MS-SQL) and mobile applications (Android Java); in-house CRM and billing systems
- Hands-on with legal & compliance, regulations, customer onboarding, billing, commissions, sales cycles
- Served as Director of Operations from May 2014 to October 2016 before being promoted to VP

DIRECTOR OF I.T. - TRUESTAR HEALTH - 55 ST. CLAIR W., TORONTO, ON (2013-2014)

Truestar had an ahead-of-its-time technology platform for health coaching & weight loss management. It also produced award-winning health products like vitamins & supplements, and sold them online. It grew it's database to close to 1 million users, & over \$30M annual sales before being acquired by an Arizona-based competitor.

- Led corporate wide I.T. transformation, collaborating with multiple business and technology stake holders
- Played significant role in corporate re-branding, and new business model that resulted in 800% YoY growth
- Led information technology planning for organization including budgets, projects, trends, and past evaluations
- Reported directly to the CEO; liaise with senior-level management on major projects
- Member of Executive Team; final call on I.T. expenditures and web development direction, and I.T. infrastructure
- Responsible for I.T. development of in-house e-commerce, CRM, ERP; servers, network, security, VOIP, VMs
- Play an integral part of short-term and long-term corporate strategic planning and direction

MANAGER OF I.T. - TRUESTAR HEALTH / PAYBRIGHT / UWEIGHTLOSS, TORONTO, ON (2011-2013)

Managed the I.T. interests of an organization with multiple businesses relating to health care and weight loss. Truestar was the producer of the vitamins & supplements with a cutting-edge health web coaching platform. U Weight Loss was the store front (clinics) across North America selling products and providing weight loss coaching. Paybright (formerly Healthsmart Financial) provided a web-based platform for consumers to efficiently pay for weight loss and other health services on monthly plans.

- Led the I.T. of very successful group of companies in the early stages during rapid growth (Uweightloss and Paybright was ultimately acquired for \$300M+ USD)
- Manage corporate I.T. department of 12 member I.T. team including Database Administrators, Web Developers, Mobile App Developers, Graphics Designers, Desktop Support, Network Administrator, ERP Specialist
- Oversee the day-to-day operations of the company's I.T. including staff, web development, applications, systems, network, security, infrastructure, mail, hardware, phone system including budgets and vendor management

SR. NETWORK ADMINISTRATOR - TRUESTAR HEALTH / UWEIGHTLOSS, TORONTO, ON (2010-2011)

Joined stagnant, but highly funded, technology platform and health products provider, Truestar, to transform their aging I.T. infrastructure that was limiting their growth. Excelled and promoted within company for next 5 years.

- Supported the infrastructure of organization's 3 business entities in a period of rapid growth (about from \$20M in 2009 to \$50M in 2010 annual revenue), from 30 locations across Canada to 70 across Canada and United States
- Planning, deployment, and maintenance of corporate I.T. infrastructure including 80+ servers, firewalls, security, switches (Cisco & HP), backup, 400+ PCs system-wide, 900+ users across 75 locations throughout North America
- Virtualized significant portion of infrastructure to VM Ware ESXi including MS SQL 2008 R2 with fail-over clustering, MS Exchange 2010, Network Load Balancing, MS SharePoint 2010, IIS, Windows Server 2008 R2
- Led in the transformation of the company's I.T. hardware, systems, and security from outdated to leading-edge including document libraries (Sharepoint), web servers, mail servers, Blackberry Servers, VOIP phone systems (MiTel)

SR. SYSTEMS ADMINISTRATOR - CHAMAK CORP (46 CSE LN) - 7-3085491 (2009-2010)

Linamar Corporation is a \$4-Billion publicly traded Canadian manufacturing company that operates worldwide. It is Canada's second-largest automobile parts manufacturer. Linamar manufactures and supplies products to automotive (including Ford, GM, Mercedes, BMW) and industrial markets and has 25,000 employees

- Planning, deployment, and maintenance of corporate I.T. infrastructure including 80+ servers, firewalls, security, switches (Cisco & HP), backup, 400+ PCs system-wide, 1000+ users across 75 locations throughout North America
- Virtualized significant portion of infrastructure to VM Ware ESXi including MS SQL 2008 R2 with fail-over clustering, MS Exchange 2010, Network Load Balancing, MS SharePoint 2010, IIS, Windows Server 2008 R2

I.T. COORDINATOR - CITY OF BRAMPTON (BRAMPTON LIBRARY) - BRAMPTON, ON (2006-2009)

Joined City of Brampton as the youngest management staff to transform the city's library I.T. department, who had poor reputation of technical competence and user experience. Through my tenor, it went from the worst perceived department, to one of the most-liked and best performing.

- Manage and maintain the entire I.T. service department of its staff, 30+ servers, 350 PCs, MS Exchange Servers, SharePoint, websites, databases (SQL and Oracle), backups, VOIP telephone system, and network infrastructure of Cisco and Nortel equipment and fiber optic network between locations
- Responsible for all the technology of the library system, 6 branches, active 100,000 customers, and all I.T. staff
- Played leading role in company migrating its backbone ILS (ERP) system after 8 years that modernized the library into RFID, automated physical book sorting, and integrated online booking system

EDUCATION

UNIVERSITY OF TORONTO – ECONOMICS - BACHELOR'S DEGREE - 1998-2003

PRODUCT MANAGEMENT CERTIFICATION - PRAGMATIC INSTITUTE - 2022

MICROSOFT CERTIFIED SYSTEMS ENGINEER - 2004

REFERENCES

To be provided upon request

Greg Carey, CPA, CA
gregcareyca@outlook.com
<http://ca.linkedin.com/pub/greg-carey/58/602/654/>

Career Summary

Chief Financial Officer (CFO)

ONIT Energy Ltd., Toronto, Oct 2014 – present

Canadian Water Savings Inc., Toronto, Apr 2022 – present

American Wholesale Energy Inc., Ohio, 2024 – present

- Member of senior management. Overall management of company finances and accounting operations.
- Reporting directly to the CEO and the Board of Directors.
- Five direct reports.

Director of Finance

Ontario Research and Innovation Optical Network, Toronto, Jan 2014 – present

- Overall management of company finances and accounting operations. Reviewed and updated financial policies and procedures, internal controls and compliance.
- Consolidated revenue and inter-department budget forecasts, with monthly and quarterly reporting to senior management and the Board of Directors.
- Two direct reports, partial oversight of IT department.

Consultant – Business Analyst

TD Bank Group, Toronto, Feb – Dec 2013 (contract role)

- Consolidated project finances, including budget and forecast review for up to 80 underlying streams involved in a major IT system build of new credit card segment. Assisted with forecasting process for 2014 fiscal year.

Financial Compliance Officer

Focus Investment Ltd., Hamilton, Bermuda, July 2002 – May 2012

SEC-registered investment manager with AUM of USD \$1 billion at peak level.

- Member of management reporting directly to the COO and CFO. Financial controller of accounting operations, financial reporting and regulatory filing.
- Created and managed the compliance department, covering anti-money laundering (AML/ATF) regulations, know-your-client regulations, background screening and investor relations.
- One indirect report.

Senior Associate

PricewaterhouseCoopers, Hamilton, Bermuda, September 2000 – June 2002

Manager

Collins Barrow, Red Deer, Alberta, October 1996 – August 2000

Professional Certification and Education

Chartered Accountant, Alberta, 1999

Bachelor of Commerce with Distinction, University of Alberta, 1996

LORI KEITH

289-795-3302

 Lori.KeithLJK@Outlook.com

 www.linkedin.com/in/lorikeith

LEADER OF OPERATIONAL EXCELLENCE

Results Driven Executive | Creative Problem Solver | Optimizer of Performance

Strategic, transformational Leader and driver of operational excellence. Proven ability to maintain customer focus while achieving operational and financial goals. A creative problem solver with strength in improving profitability, growing revenue, enhancing quality of service, yielding productivity improvements, and cultivating customer relations. Recognized for ability to set vision, execute strategy, build teams and inspire employees to achieve desired results.

Expertise in:

- Strategic Planning and Execution
- Operations (B2B, B2C, NPO)
- Continuous Improvement
- OKR and KPI Development
- Logistics and Supply Chain Optimization
- Sales, Marketing and Expansion
- Regulatory Compliance
- Customer and Vendor Management

PROFESSIONAL EXPERIENCE

ONIT Energy Ltd. (Parent Company)

2021-Present

A privately held, entrepreneurial and regulated ESG company that provides industry leading energy alternatives and water consumption savings to qualifying commercial accounts in Canada and the USA.

Vice President Operations (ONIT entities – OWE/WWE/AWE/CWS/AWS)

Responsible for setting and execution of operations strategy, regulatory compliance, operational fulfillment and the development and implementation of innovative technological solutions. Led 5 direct reports and 50+ employees.

- Critical member of leadership team that led ONIT to back-to-back record setting years (2022/23) for revenue and profit through sales execution, realization of operational efficiencies, targeted customer retention strategies and supply chain optimization.
- Successfully led the Western Canadian expansion for energy solutions, overseeing all organizational elements, scaling existing infrastructure and driving organic growth (10%).
- Expertly planned and executed the launch of Canadian Water Savings company working collaboratively with stakeholders to bring complimentary product offerings to a 40K customer base. Confidently led national and international expansion leveraging established practices and learnings.
- Achieved unprecedented industry regulatory compliance with a compliant rate of 0.3%. Revamped internal audit, training and protocols to support.
- Re-engineered all critical operational processes, developed and implemented KPI's for continuous improvement and drove technological innovation and DevOps best practices to deliver improved tool and superior technological solutions.

Cardtronics Canada

2020 -2021

The world's largest ATM operator, providing convenient access to cash and financial services through leading operations and innovations, serving merchants, financial institutions and consumers globally.

Vice President Operations, Canada (Role eliminated due to COVID organizational restructuring)

Responsible for setting and execution of operations strategy, delivery of best-in-class ATM availability, supply chain, regulatory compliance, and Canadian P&L responsibility. Led 4 direct reports and 50+ employees through cultural transformation and change.

- Restored confidence in operational service delivery, creating culture of collaboration, customer focus and results orientation. Led by example, built accountable teams, delivering unprecedented performance and attaining all key goals.
- Developed and implemented the first operational KPI's, building a continuous improvement (CI) mindset, maximizing ATM uptime, transactional revenue and customer satisfaction. Key improvements included first visit resolution > 93% and improvements to restoral times (20%).
- Strategically executed on financials during COVID-19, developing new profitable service lines and insourcing select services to reduce costs while increasing resource utilization and leading essential service providers courageously through uncertain times.
- Successfully planned and deployed the country's largest ATM replacement project in record time, effectively collaborating with all stakeholders and achieving key success criteria.

Lenworth Building Services Ltd.

2017-2019

Leader in the provision of customized commercial logistics solutions for Industrial facilities to ensure they are safe, compliant and efficient. 2018-2020 recipient of "Growth 500" Award and recognized as one of Canada's fastest growing companies.

Executive (Sales/Marketing/Operations)

Interim assignment reporting to the CEO and COO, responsible for Sales, Marketing and Operations department activities, driving profitable revenue growth, enhancing the customer experience through operational excellence, and ensuring a compliant, safe and productive workforce.

- Skillfully recruited and developed a high performing team of sales, service, and administrative professionals, increasing sales pipeline, closing rate activities, and improving the employee and customer experience. Strategic product line revenue increased by 25% annually.
- Championed national expansion through alliances and partnerships. increased preventative maintenance revenue by 88%, positively improving customer equipment uptime, performance, and profitability.
- Redesigned all major processes, implemented OKR's and KPI's, increasing customer focus, productivity, accountability, and outcomes.
- Championed the development of the CRM and digital marketing strategy to enhance brand, improve website click through rate (CTR) and lead conversion. Led e-compliance, vendor prequalification and certification.

Certified General Accountants of Ontario (CGA Ontario)

2009-2012

Self-governing regulatory body that grants exclusive rights to the CGA designation and controls the professional standards, conduct and discipline of its students and members.

Vice President, Student Services (Operations)

Responsible for quality delivery of the educational program while ensuring academic standards and regulatory policies are maintained for over 9,000 diverse students.

- Redesigned critical sales and operations processes to dramatically improve student recruitment, retention and admission to membership. Student enrolment volume improved by 10% during tenure after a prior 3-year decline while new members increased by 5%.
- Leveraged technology to develop and deliver the first virtual classroom within an online learning environment and shared services, increasing student success, admission to membership and contribution margin (10%). Operations lead for CRM planning and implementation.
- Pioneered the first departmental dashboard and association scorecard, significantly improving management visibility, employee engagement, customer service focus and key outcomes.
- Represented CGA Ontario on Board of Director and national committees, effectively influencing stakeholders on policy related to academic standards, quality, education delivery and technology.

Reliance Home Comfort, a Division of Union Energy

2005-2009

A leader in providing essential HVAC, water heater and security services to residential and commercial customers across Canada.

Director of Operations

Responsible for setting and execution of operations strategy, P&L, service fidelity and customer satisfaction. Led 8 direct reports and 150+ unionized technicians and installers.

- Increased productivity and service capacity by 25% during peak season, allowing 100% of critical calls to be responded to the same day - a company first.
- Enhanced profitability with \$3.2M reduction in capital investment over prior year. Annual water heater repair activity improved >10 %, reduced tank replacements and spending by 42%. Supply chain improvements yielded additional \$1.1M savings.
- Developed and implemented first ever sales targets for unionized service technicians, organically achieving strategic company protection plan targets and increasing qualified lead generation.
- Implemented industry leading "One and Done" Program, completing service calls within a single incident, improving customer satisfaction ratings of >90% and Installer productivity by >40%.

NCR Canada Ltd.

1990-2005

The world's leading enterprise technology provider of ATM solutions.

Director of Business Operations, Canada

2002-2005

Responsible for national ATM availability, attainment of OKR's and KPI's, strategic partnerships and \$125M P&L. Oversight of all division departmental lead (8), 600+ employees and Country GM alternative.

- Led unprecedented attainment of global service and customer metrics during tenure. Customer response metrics improved 30%. Restore metrics improved 15% with customer satisfaction ratings >85%.
- Improved First Visit service call resolution to 89% (8% improvement), positively impacting client equipment availability and resource and asset utilization.
- Improved gross margin by >\$3.5M (8%) through salary and wages reductions achieved through technician capacity improvements, insource of strategic sources and the effective management of third parties.

Previous NCR Canada Ltd. experience included the following roles:

Director of Business Development
Director of Logistics and Supply Chain (\$35M)
Manager of Marketing and Deployment
Manager of Opportunity, Risk Assessment and Pricing
Manager of Sales
Business and Financial Consultant
Manager of Pricing and Administration
Financial Analyst

EDUCATION

Bachelor of Commerce (Major: Finance and Marketing), McMaster University, Hamilton, ON

Niagara Institute, Leadership Development Program – Advanced Business Leadership

Lean Six Sigma Canada – Certification

MORLEY SHULMAN

402-10 Gatineau Drive • Thornhill, Ontario L4J 0L2
416.830.7360 • morley@morleyshulman.com

SENIOR SALES & OPERATIONS MANAGEMENT

Inside / Outside Sales • Revenue Growth • Strategic Planning

Highly successful business leader with comprehensive background managing sales and customer service strategies. Proven track record of branding and revenue growth for companies with North American footprint. Adept in budget oversight, merchandising, and cost controls focused on service and company expansion. Expertise transforming company business strategies into action and achievement. Skilled training and professional development of staff to realize exemplary performance and service standards.

CORE COMPETENCIES:

- Sales Leadership
 - Driving Brand Equity
 - Business-to-Business
 - Business-to-Consumer
 - Vendor Relationships
 - Market Expansion
 - Customer Service
 - Product Promotion
 - Negotiations & Contracts
-

PROFESSIONAL EXPERIENCE

ONTARIO WHOLESALE ENERGY
Director of Compliance

2014 - present

O.W.E. is a leading retailer of wholesale energy in Ontario, Manitoba and Saskatchewan.

- Manage all Customer Service, Compliance & regulatory affairs while ensuring all Inside and Outside Agents are constantly kept up to date.
- Work with the Ontario Energy Board to ensure that client complaints are resolved as quickly and as amicably as possible..
- Ensure all Inside and Outside Agents are compliant with all regulatory requirements
- Responsible for regular reporting to the Ontario Energy Board
- Assist with training all Inside and Outside Agents regarding Compliance and regulatory requirements.

TRUESTAR HEALTH – Toronto, Ontario

2003 to 2013

Vice President, Customer Service

Manage all business operations and logistics for one of the leading health and nutrition companies in North America. Coordinate sales and marketing teams with multiple customer accounts, launching strategies to meet company performance targets. Strengthen relationships with all business partners and clients. Conduct contract negotiations and due diligence. Guided new business and project development from inception to finish. Develop all procedures and policies for department training, scripting and performance metrics.

- Driving force behind creation of department, sustaining momentum and maintaining high productivity during downsizing period.

...continued...

- Negotiated terms with two acclaimed professional authors to represent company with no financial commitment from corporate offices.
- Responsible for building connections listing company in The Comparative Guide to Nutritional Supplements; tied for #1 rank in North America.
- Led training initiatives for Customer Service Department on outbound and inbound sales; wrote all scripting for campaigns.
- Chief strategist behind successful retention program with 60+% improvement overall.
- Built effective sales affiliate program worth thousands of dollars at zero cost to company.
- At peak of employment levels, managed 21 staff members including two Supervisors and two Team Leaders.
- Strong contributor to business planning leading to steady revenue and profit growth year over year.

YORK CONSULTING – Toronto, Ontario

2001 - 2003

General Manager

Oversaw operations for B2B telemarketing firm delivering outbound call-center services for mostly high tech sector. In charge of seven member sales team. Provided leadership to expand market share, identify growth opportunities, and create strategies to improve service management. Set performance benchmarks and ensured quality of customer contact. Mined business opportunities for lead generation, conducted market research, and guided training programs for staff.

- Created productive team atmosphere and focused on accountability and philosophy of reaching win-win outcomes.
- Designed and launched business strategies that lead to growth of 30% above target.

MARKET CONNECTIONS – Toronto, Ontario

1995 - 2000

Director, Inside Sales

Allocated business resources and triggered business development for privately-owned, direct communications company specializing in production and distribution of client newsletters for financial industry. Promoted brand awareness and customer satisfaction. Trained specialists and senior managers to use computer systems and newsletter programs.

- Entrusted with ensuring key client relations with high-profile companies, including Allstate, Manulife, Merrill Lynch, The Guardian, Prudential and The MONY Group, among others.
- Designed marketing collateral for direct mail programs and tradeshow; led to increases of 25% to 50% above target.
- Heavily involved in development of proprietary software for marketing and sales programs that streamlined operations and allowed optimized performance.

STN-SMART TALK NETWORK – Markham, Ontario

1993 - 1994

Senior Training Supervisor

Coordinated training for Canada's largest residential long distance reseller. Managed 120 Telemarketers as well as four senior and six junior supervisors. Liaised between Call Centre Director and 10 Call Centre Supervisors.

- Wrote and tested all call-campaign scripts.

- Helped develop off-site Equal Access call campaign with a 75% PIC rate from start to finish.
-

EDUCATIONAL BACKGROUND

YORK UNIVERSITY – Toronto, Ontario

Bachelor of Arts (Honours)

Double Major: Mass Communications/ Political Science

NOV 25 2024

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU



INDIVIDUAL COORDINATION AGREEMENT RIDER

- 1.0 This Individual Coordination Agreement ("Agreement"), dated as of August 12, 2024 is entered into, by and between Duquesne Light Company (the "Company") and American Wholesale Energy Inc. ("EGS").
- 2.0 The Company agrees to supply, and the EGS agrees to have the Company supply, all Coordination Services specified in the Electric Generation Supplier Coordination Tariff (EGS Coordination Tariff).
- 3.0 Representations and Warranties.
- (a) The EGS hereby represents, warrants and covenants as follows:
- (i) The EGS is in compliance, and will continue to comply, with all obligations, rules and regulations, as established and interpreted by the PJM OI, that are applicable to LSEs serving Customers located in the PJM Control Area; and
 - (ii) The EGS is licensed by the PaPUC to provide Competitive Energy Supply to Customers in Pennsylvania and has and will continue to satisfy all other PaPUC requirements applicable to EGSs.
- (b) The Company and the EGS, individually referred to hereafter as the "Party", 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.

4.0 The EGS shall provide notice to the Company via facsimile, with a copy delivered pursuant to overnight mail, at such time that the EGS learns that any of the representations, warranties, or covenants in Section 3.0 of this Agreement have been violated.

5.0 As consideration for Coordination Services provided by the Company, the EGS shall pay the Company those Coordination Services Charges billed to the EGS in accordance with the terms and conditions of the EGS Coordination Tariff.

6.0 Coordination Services between the Company and the EGS will commence on November 1, 2024

7.0 Any notice or request made to or by either Party regarding this Agreement shall

be made to the representative of the other Party as indicated below.

To Duquesne Light Company:

411 Seventh Avenue, 15-5

Pittsburgh, PA 15219

Attn: Markia Banks

Title: Supply Load & Energy Specialist

Telephone: (412) 393-6397 or Fax: (412) 393-5587

E-Mail: mbanks@duqlight.com; EnergyAccounting@duqlight.com

To the EGS:

American Wholesale Energy Inc.

322 North Shore Drive, Building 1B, Suite 200

Pittsburgh, PA, 15212

Attn: Greg Carey

Title: Chief Financial Officer

Telephone: 1-855-347-0007 ext 2482

Facsimile: 1-855-247-8969

Internet E-Mail: greg.carey@americanwholesaleenergy.com

- 8.0 The EGS 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 EGS Coordination Tariff.

IN WITNESS WHEREOF, and intending to be legally bound thereby, Duquesne Light Company and the EGS identified above have caused this Coordination Agreement to be executed by their respective authorized officials.

DUQUESNE LIGHT COMPANY

By: _____
Name Title Date

American Wholesale Energy Inc.

By: John Huang  _____
Name Title Date
Director of Procurement
August 12, 2024

RIDER C

**INDIVIDUAL COORDINATION AGREEMENT RIDER –
SHORT FORM FOR BROKERS/MARKETERS**

This Short Form Individual Coordination Agreement ("Short Form ICA"), dated August 12, 2024 is entered into, by and between First Energy of a Penelec (the "Company") and American Wholesale Energy Inc ("EGS") (individually referred to hereafter as "Party", collectively, "Parties"). Execution of this agreement is necessary to provide Competitive Energy Services within the Company's service territory pursuant to the provisions of the Electricity Generation Customer Choice and Competition Act. Pursuant to this Short Form ICA, the Company (or Company acting through its Agent(s)), agrees to provide, and the EGS agrees to have the Company provide, access to customer information pursuant to Section 5 of the Company's Electric Generation Supplier Coordination Tariff ("Tariff"). Execution of this Short Form ICA shall not entitle EGS to any other "Coordination Services" under the Tariff. EGS also agrees to otherwise abide by the terms, conditions, and requirements specified in this Short Form ICA, the Tariff and any Riders issued thereto, including any modifications subsequently enacted by the Company.

1.0 REPRESENTATIONS AND WARRANTIES

- (a) The EGS hereby represents, warrants and covenants as follows:
- (i) The EGS is licensed by the PUC to provide Competitive Energy Supply to Customers in Pennsylvania as a broker/marketer, and has and will continue to satisfy all other PUC requirements applicable to EGSs.
 - (ii) EGS will not take title to energy on behalf of Customers.
- (b) The Company and the EGS each represent, warrant and covenant 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 any of the following: (i) the Party's charter documents, bylaws or any indenture, mortgage, other agreement or instrument; or, (ii) any statute, rule, regulation, order, judgment, or decree of any judicial or administrative body by which the Party or any of its properties is bound or subject.
 - (ii) This Short Form ICA is a valid and binding obligation of the Party, enforceable in accordance with its terms, except as those terms may be limited by applicable bankruptcy, insolvency or similar laws generally addressing creditors' rights or by general principles of equity.
- (c) The EGS shall provide Notice to the Company via email, with a copy delivered pursuant to overnight mail, of any violation of the representations, warranties and covenants in Section 1.0 of this Short Form ICA at such time that the EGS learns of any violations.

RIDER C (CONT'D)

**INDIVIDUAL COORDINATION AGREEMENT RIDER –
SHORT FORM FOR BROKERS/MARKETERS**

2.0 COMPENSATION

As consideration for Coordination Services provided by the Company, the EGS shall pay the Company those Coordination Services Charges billed to the EGS in accordance with the terms and conditions of the Tariff and this Short Form ICA.

3.0 TERM

The EGS will be given access to customer information pursuant to Section 5 of the Tariff when Company confirms that the EGS has submitted a complete registration, including the Supplemental Required Information in Appendix A. This Short Form ICA shall remain effective until terminated pursuant to Section 8.0.

4.0 NOTICES

- (a) Notices. Unless otherwise stated herein, any Notice contemplated by this Short Form ICA shall be in writing and shall be given to the other party at the addresses stated in Appendix A below. If given by email, Notice shall be deemed given on the date sent and shall be confirmed by a written copy sent by same-day or overnight delivery. If sent by same-day or overnight delivery service, Notice shall be deemed given on the day of delivery.
- (b) Addresses. Appendix A sets forth the contacts for Notices and other communications between the Company and EGS. Appendix A may be changed by either Party by transmitting a revised, dated copy to the other Party.

5.0 INCORPORATION OF TARIFF

The terms, conditions and definitions contained in the Tariff are incorporated herein by reference and made a part of this Short Form ICA. All terms used in this Short Form ICA that are not otherwise defined shall have the meaning provided in the Tariff.

RIDER C (CONT'D)

**INDIVIDUAL COORDINATION AGREEMENT RIDER –
SHORT FORM FOR BROKERS/MARKETERS**

6.0 LIABILITY

- (a) General Limitation on Liability. Neither the Company nor its Agent(s) shall have any duty or liability with respect to electric energy before it is delivered by EGS to the point of delivery on the Company's distribution system. After its receipt of electric energy and capacity at the point of delivery, the Company shall have the same duty and liability for distribution service to Customers receiving Competitive Energy Supply as to those receiving electric energy and capacity from the Company.

- (b) Limitation on Liability for Service Interruptions and Variations. Neither the Company nor its Agent(s) guarantees continuous, regular and uninterrupted supply of service. In addition to unplanned service interruptions, the Company may, without liability, interrupt or limit the supply of service for the purpose of making repairs, changes or improvements in any part of its system for the general good of the service or the safety of the public or for the purpose of preventing or limiting any actual or threatened instability or disturbance of the system. Neither the Company nor its Agent(s) is liable for any damages due to accident, strike, storm, riot, fire, flood, legal process, state or municipal interference, or any other cause beyond the Company's or its Agent(s) direct control.

- (c) Additional Limitations on Liability in Connection With Direct Access. Other than its duty to deliver electric energy and capacity, neither the Company nor its Agent(s) shall have any duty or liability to EGS providing Competitive Energy Supply arising out of, or related to, a contract or other relationship between EGS and a Customer of EGS. The Company shall implement Customer selection of EGS consistent with the Company's applicable rules and the rules of the PUC, and shall have no liability to EGS arising out of, or related to, switching EGSs, unless the Company is negligent in switching or failing to switch a Customer.

- (d) The Company's Indemnification of EGS. Subject to Paragraph 6.0(b), in the event the Company is not able to render continuous, regular and uninterrupted supply of service due to interruption or service limitations not caused by EGS, the Company shall hold the EGS harmless for any penalties, fines or other costs that the Company may incur.

RIDER C (CONT'D)

**INDIVIDUAL COORDINATION AGREEMENT RIDER –
SHORT FORM FOR BROKERS/MARKETERS**

7.0 BREACH OF COORDINATION OBLIGATIONS

- (a) Breach of Obligations. The Company or EGS shall be deemed to be in breach of its Coordination Obligations under the Short Form ICA upon its failure to observe any material term or condition of the Short Form ICA or the Tariff, including any Rider thereof.
- (b) Events of Breach. A material breach of Coordination Obligations hereunder shall include, but is not limited to, the following:
 - (i) A breach of any section of the Tariff; or
 - (ii) EGS's failure to maintain license or certification as an electric generation supplier or electricity supplier from the PUC; or
 - (iii) EGS's failure to make payment to the Company of any undisputed charge in the time prescribed; or
 - (iv) The involuntary bankruptcy or insolvency of EGS, including, but not limited to, the appointment of a receiver, liquidator or trustee of EGS, or a decree by such a court adjudging EGS bankrupt or insolvent or sequestering any substantial part of its property or a petition to declare bankruptcy as to reorganize EGS; or
 - (v) EGS's filing of a voluntary petition in bankruptcy under any provision of any Federal or State bankruptcy law, or its consent to the filing of any bankruptcy or reorganization petition against it under any similar law including, without limitation, EGS's admission in writing of its inability to pay its debts generally as they become due or its consent to the appointment of a receiver, trustee or liquidator of it or of all or any part of its property; or
 - (vi) Failure to meet or comply with the EDI requirements as set forth in the Company's EDI Compliance test plan.

RIDER C (CONT'D)

**INDIVIDUAL COORDINATION AGREEMENT RIDER –
SHORT FORM FOR BROKERS/MARKETERS**

7.0 BREACH OF COORDINATION OBLIGATIONS (CONT'D)

- (c) Cure and Default. If either Party materially breaches any of its obligations under the Short Form ICA or the Tariff (hereinafter the "Breaching Party"), the other Party (hereinafter the "Non-Breaching Party") shall provide the Breaching Party a written Notice describing such breach in reasonable detail and demanding its cure. The Breaching Party shall be deemed to be in default ("Default") of its obligations under this Short Form ICA if: (i) it fails to cure its breach within thirty (30) days after its receipt of such Notice; or (ii) the breach cannot be cured within said period and the Non-Breaching Party thereafter diligently pursues its rights upon Default as defined in paragraph 7.0(d).

- (d) Rights Upon Default. Notwithstanding anything stated herein, upon the occurrence of any Default, the Non-Breaching Party shall be entitled to: (i) commence an action to require the Breaching Party to remedy such Default and specifically perform its duties and obligations hereunder in accordance with the terms and conditions hereof; and (ii) exercise such other rights and remedies as it may have in equity or at law.

- (e) Force Majeure. If either Party is rendered unable by any event of "Force Majeure" to carry out, in whole or in part, its obligations under this Short Form ICA, then, during the pendency of such Force Majeure event, but for no longer period, the obligations of the Party affected by the event (other than the obligation to make payments then due or becoming due) shall be suspended to the extent required. Force Majeure shall mean an event not anticipated as of the effective date, which is not within the reasonable control of the Party (or in the case of third party obligations or facilities, the third party) claiming suspension (the "Claiming Party"), and which, by the exercise of due diligence, the Claiming Party, or third party, is unable to overcome or avoid or cause to be avoided. Force Majeure includes, but is not limited to: (i) acts of God, fire; (ii) civil disturbance; (iii) labor dispute or shortage; (iv) sabotage; (v) action or restraint by court order or public or governmental authority (so long as the Claiming Party has not applied for or assisted in the application for, and has opposed where and to the extent reasonable, such government action); and (vi) changes in applicable laws, rules and regulations.

RIDER C (CONT'D)

**INDIVIDUAL COORDINATION AGREEMENT RIDER –
SHORT FORM FOR BROKERS/MARKETERS**

8.0 TERMINATION OF AGREEMENT

- (a) Termination. This Agreement will or may be terminated as follows:
- (i) Withdrawal of EGS from Retail Service. In the event EGS ceases to participate in or otherwise withdraws the provision of Competitive Energy Supply to Customers in the Company's Service Territory, this Short Form ICA shall terminate thirty (30) days following the date on which EGS has no more active Customers.
 - (ii) The Company's Termination Rights upon Default by EGS. In the event of a Default by EGS, the Company may terminate this Short Form ICA by providing written Notice to EGS in Default, without prejudice to any remedies at law or in equity available to the Party not in Default by reason of the Default.
- (b) Effect of Termination. Termination of this Agreement will have the same effect on EGS's Customers as EGS's discontinuance of supply to such Customers described in Section 13 of the Tariff. If a Customer of a terminated EGS has not switched to another EGS prior to termination, said Customer will receive Company's Default PLR Service pending its selection of another EGS.
- (c) Survival of Obligations. Termination of this Short Form ICA for any reason shall not relieve the Company or EGS of any obligation accrued or accruing prior to such termination.

RIDER C (CONT'D)

**INDIVIDUAL COORDINATION AGREEMENT RIDER –
SHORT FORM FOR BROKERS/MARKETERS**

9.0 ALTERNATIVE DISPUTE RESOLUTION

- (a) Informal Resolution of Disputes. The Company and EGS shall use good faith and commercially reasonable efforts to informally resolve all disputes arising out of the implementation of this Short Form ICA or the Tariff and/or the conduct of activities hereunder. EGS's point of contact at the Company for all information, operations, questions, and problems regarding obligations hereunder shall be specified in Appendix A.

- (b) Internal Dispute Resolution Procedures: Any dispute between the Parties under this Short Form ICA shall be referred to a designated senior representative of each of the impacted Parties for resolution on an informal basis as promptly as practicable. In the event the designated representatives are unable to resolve the dispute within thirty (30) days (or such other period as the parties may agree upon) such dispute, by mutual agreement, may be referred to mediation in accordance with the procedures established by the American Arbitration Association or may be submitted to arbitration and resolved in accordance with the arbitration procedures set forth below.

- (c) External Arbitration Procedures. If the amount in dispute is five hundred thousand dollars (\$500,000) or less the arbitration initiated under this Short Form ICA shall be conducted before a single neutral arbitrator appointed by the Parties. If the Parties fail to agree upon a single arbitrator within twenty (20) days of the referral of the dispute to arbitration, the Parties shall request the American Arbitration Association to appoint a single neutral arbitrator. If the amount in dispute exceeds five hundred thousand dollars (\$500,000), each Party shall choose one neutral arbitrator who shall sit on a three-member arbitration panel. The two arbitrators so chosen shall within twenty (20) days of their selection, select a third arbitrator to chair the arbitration panel. In any case, the arbitrators chosen shall be knowledgeable in electric utility matters, including electric transmission and bulk power issues, and shall not have any current or past substantial business or financial relationships with any Party to the arbitration (except prior arbitration). The arbitrator(s) shall provide each of the Parties an opportunity to be heard and, except as otherwise provided herein, shall generally conduct the arbitration in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association.

RIDER C (CONT'D)

**INDIVIDUAL COORDINATION AGREEMENT RIDER –
SHORT FORM FOR BROKERS/MARKETERS**

9.0 ALTERNATIVE DISPUTE RESOLUTION (CONT'D)

- (d) Arbitration Decisions. Unless otherwise agreed, the arbitrator(s) shall render a decision within ninety (90) days of their appointment and shall notify the Parties in writing of such decision and the reasons therefore. The arbitrator(s) shall be authorized only to interpret and apply the provisions of this Short Form ICA and Tariff, and shall have no power to modify or change any provisions in any manner. The decision of the arbitrator(s) shall be final and binding upon the Parties, and judgment on the award may be entered in any court of competent jurisdiction. The decision of the arbitrator(s) may be appealed solely on the grounds that the conduct of the arbitrator(s), or the decision itself, violated the standards set forth in 42 Pa. C.S. § 7301 *et seq.*
- (e) Costs. Each Party shall be responsible for its own costs incurred during the arbitration process and for the following costs, if applicable.
 - (i) The cost of the arbitrator chosen by the Party to sit on the three-member panel and a proportionate share of the cost of the third arbitrator chosen; or
 - (ii) A proportionate share of the cost of the single arbitrator jointly chosen by the Parties.
- (f) Rights Under the Federal Power Act. Nothing in this Section shall restrict the rights of any Party to file a complaint with FERC under relevant provisions of the Federal Power Act.
- (g) Rights Under the Pennsylvania Public Utility Code. Nothing in this Section shall restrict the rights of any Party to file a complaint with the PUC under relevant provisions of the Pennsylvania Public Utility Code, if applicable.

RIDER C (CONT'D)

**INDIVIDUAL COORDINATION AGREEMENT RIDER –
SHORT FORM FOR BROKERS/MARKETERS**

10.0 MISCELLANEOUS

- (a) No Prejudice of Rights. The failure by either Party to enforce any of the terms of this Short Form ICA or the Tariff shall not be deemed a waiver of the right of either to do so.
- (b) Gratuities to Employees. The Company's employees are strictly forbidden to demand or accept any personal compensation, or gifts, for service rendered by them while working for the Company on the Company's time.
- (c) Assignment.
 - (i) With the exception of changes in Company's Agent(s), this Short Form ICA may not be assigned by either Party without (a) any necessary regulatory approval, and (b) the consent of the other Party, which consent shall not be unreasonably withheld.
 - (ii) Any assignment occurring in accordance with Paragraph 10.0(c)(i) hereunder shall be binding upon, and oblige and inure to the benefit of, the successors and assigns of the Parties to this Short Form ICA.
- (d) Governing Law. To the extent not subject to the exclusive jurisdiction of the FERC, the formation, validity, interpretation, execution, amendment, and termination of this Short Form ICA shall be governed by the laws of the Commonwealth of Pennsylvania.

This Short Form ICA and the performance of the Parties' obligations hereunder are subject to and contingent upon: (i) present and future local, state and federal laws; and (ii) present and future regulations or orders of any local, state or federal regulating authority having jurisdiction over the matter set forth herein.

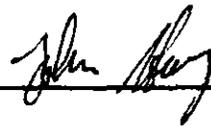
If at any time during the term of this Agreement the FERC, the PUC or a court of competent jurisdiction issues an order under which a Party hereto believes that its rights, interest and/or expectations under the Short Form ICA are materially affected by said order, the Party so affected shall within thirty (30) days of said final order provide the other Party with Notice setting forth in reasonable detail how said order has materially affected its rights, interests and/or expectations in the Short Form ICA. Within thirty (30) days from the date such Notice is given, the parties agree to attempt through good faith negotiations to resolve the issue. If the Parties are unable to resolve the issue within thirty (30) days from the commencement of negotiations, either Party may at the close of said thirty (30) day period terminate this Short Form ICA, subject to any applicable regulatory requirements, following an additional thirty (30) days prior written Notice to the other Party without any liability or responsibility whatsoever except for obligations arising prior to the date of service termination.

- (e) Entire Agreement. This Short Form ICA, the Tariff and any Riders hereto constitute the entire agreement between the Parties with respect to the subject matter herein, superseding any previous oral or written communications, representations, undertakings, or agreements, and shall not be amended, modified or changed, except as expressly provided herein and in writing mutually agreed upon and duly executed by the Parties.

RIDER C (CONT'D)

**INDIVIDUAL COORDINATION AGREEMENT RIDER -
SHORT FORM FOR BROKERS/MARKETERS**

IN WITNESS WHEREOF, and Intending to be legally bound thereby, the Parties identified above have caused this Short Form ICA to be executed by their respective authorized officials.

By: _____	<u>American Wholesale Energy Inc.</u> EGS
Name: _____	By:  _____
Title: _____	Name: <u>John Huang</u>
Date: _____	Title: <u>Director of Procurement</u>
	Date: <u>August 12, 2024</u>

RIDER C (CONT'D)

**INDIVIDUAL COORDINATION AGREEMENT RIDER –
SHORT FORM FOR BROKERS/MARKETERS**

APPENDIX A

Notices shall be addressed to the Company and EGS as follows:

Company	EGS
<p>Billing Issues: First Energy o/a Med-Ed 2800 Pottsville Pike Reading, PA, 19605 1-800-545-7741 ME_interconnection@firstenergycorp.com</p>	<p>Billing Issues: Name Greg Carey Title Chief Financial Officer EGS American Wholesale Energy Inc Street 322 North Shore Dr, Bldg B, #200 City, State, Zip Pittsburgh, PA, 15212 Tel. No. 1-855-347-0007 ext 2482 Email:greg.carey@americanwholesaleenergy.com</p>
<p>Dispute Resolution: First Energy o/a Med-Ed 2800 Pottsville Pike Reading, PA, 19605 1-800-545-7741 ME_interconnection@firstenergycorp.com</p>	<p>Dispute Resolution: Name Morley Shulman Title Director of Compliance EGS American Wholesale Energy Inc. Street 322 North Shore Dr, Bldg B, #200 City, State, Zip Pittsburgh, PA, 15212 Tel. No. 1-855-347-0007 ext 2474 Email: morley.shulman@americanwholesaleenergy.com</p>
<p>Other Matters: First Energy o/a Med-Ed 2800 Pottsville Pike Reading, PA, 19605 1-800-545-7741 ME_interconnection@firstenergycorp.com</p>	<p>Other Matters: Name Greg Carey Title Chief Financial Officer EGS American Wholesale Energy Inc Street 322 North Shore Dr, Bldg B, #200 City, State, Zip Pittsburgh, PA, 15212 Tel. No. 1-855-347-007 ext 2482 Email: greg.carey@americanwholesaleenergy.com</p>

RIDER C

**INDIVIDUAL COORDINATION AGREEMENT RIDER –
SHORT FORM FOR BROKERS/MARKETERS**

This Short Form Individual Coordination Agreement ("Short Form ICA"), dated August 12, 2024 is entered into, by and between PECO (the "Company") and American Wholesale Energy Inc ("EGS") (individually referred to hereafter as "Party", collectively, "Parties"). Execution of this agreement is necessary to provide Competitive Energy Services within the Company's service territory pursuant to the provisions of the Electricity Generation Customer Choice and Competition Act. Pursuant to this Short Form ICA, the Company (or Company acting through its Agent(s)), agrees to provide, and the EGS agrees to have the Company provide, access to customer information pursuant to Section 5 of the Company's Electric Generation Supplier Coordination Tariff ("Tariff"). Execution of this Short Form ICA shall not entitle EGS to any other "Coordination Services" under the Tariff. EGS also agrees to otherwise abide by the terms, conditions, and requirements specified in this Short Form ICA, the Tariff and any Riders issued thereto, including any modifications subsequently enacted by the Company.

1.0 REPRESENTATIONS AND WARRANTIES

- (a) The EGS hereby represents, warrants and covenants as follows:
 - (i) The EGS is licensed by the PUC to provide Competitive Energy Supply to Customers in Pennsylvania as a broker/marketer, and has and will continue to satisfy all other PUC requirements applicable to EGSs.
 - (ii) EGS will not take title to energy on behalf of Customers.
- (b) The Company and the EGS each represent, warrant and covenant 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 any of the following: (i) the Party's charter documents, bylaws or any indenture, mortgage, other agreement or instrument; or, (ii) any statute, rule, regulation, order, judgment, or decree of any judicial or administrative body by which the Party or any of its properties is bound or subject.
 - (ii) This Short Form ICA is a valid and binding obligation of the Party, enforceable in accordance with its terms, except as those terms may be limited by applicable bankruptcy, insolvency or similar laws generally addressing creditors' rights or by general principles of equity.
- (c) The EGS shall provide Notice to the Company via email, with a copy delivered pursuant to overnight mail, of any violation of the representations, warranties and covenants in Section 1.0 of this Short Form ICA at such time that the EGS learns of any violations.

RIDER C (CONT'D)

**INDIVIDUAL COORDINATION AGREEMENT RIDER –
SHORT FORM FOR BROKERS/MARKETERS**

2.0 COMPENSATION

As consideration for Coordination Services provided by the Company, the EGS shall pay the Company those Coordination Services Charges billed to the EGS in accordance with the terms and conditions of the Tariff and this Short Form ICA.

3.0 TERM

The EGS will be given access to customer information pursuant to Section 5 of the Tariff when Company confirms that the EGS has submitted a complete registration, including the Supplemental Required Information in Appendix A. This Short Form ICA shall remain effective until terminated pursuant to Section 8.0.

4.0 NOTICES

- (a) Notices. Unless otherwise stated herein, any Notice contemplated by this Short Form ICA shall be in writing and shall be given to the other party at the addresses stated in Appendix A below. If given by email, Notice shall be deemed given on the date sent and shall be confirmed by a written copy sent by same-day or overnight delivery. If sent by same-day or overnight delivery service, Notice shall be deemed given on the day of delivery.
- (b) Addresses. Appendix A sets forth the contacts for Notices and other communications between the Company and EGS. Appendix A may be changed by either Party by transmitting a revised, dated copy to the other Party.

5.0 INCORPORATION OF TARIFF

The terms, conditions and definitions contained in the Tariff are incorporated herein by reference and made a part of this Short Form ICA. All terms used in this Short Form ICA that are not otherwise defined shall have the meaning provided in the Tariff.

RIDER C (CONT'D)

**INDIVIDUAL COORDINATION AGREEMENT RIDER –
SHORT FORM FOR BROKERS/MARKETERS**

6.0 LIABILITY

- (a) General Limitation on Liability. Neither the Company nor its Agent(s) shall have any duty or liability with respect to electric energy before it is delivered by EGS to the point of delivery on the Company's distribution system. After its receipt of electric energy and capacity at the point of delivery, the Company shall have the same duty and liability for distribution service to Customers receiving Competitive Energy Supply as to those receiving electric energy and capacity from the Company.

- (b) Limitation on Liability for Service Interruptions and Variations. Neither the Company nor its Agent(s) guarantees continuous, regular and uninterrupted supply of service. In addition to unplanned service interruptions, the Company may, without liability, interrupt or limit the supply of service for the purpose of making repairs, changes or improvements in any part of its system for the general good of the service or the safety of the public or for the purpose of preventing or limiting any actual or threatened instability or disturbance of the system. Neither the Company nor its Agent(s) is liable for any damages due to accident, strike, storm, riot, fire, flood, legal process, state or municipal interference, or any other cause beyond the Company's or its Agent(s) direct control.

- (c) Additional Limitations on Liability in Connection With Direct Access. Other than its duty to deliver electric energy and capacity, neither the Company nor its Agent(s) shall have any duty or liability to EGS providing Competitive Energy Supply arising out of, or related to, a contract or other relationship between EGS and a Customer of EGS. The Company shall implement Customer selection of EGS consistent with the Company's applicable rules and the rules of the PUC, and shall have no liability to EGS arising out of, or related to, switching EGSs, unless the Company is negligent in switching or failing to switch a Customer.

- (d) The Company's Indemnification of EGS. Subject to Paragraph 6.0(b), in the event the Company is not able to render continuous, regular and uninterrupted supply of service due to interruption or service limitations not caused by EGS, the Company shall hold the EGS harmless for any penalties, fines or other costs that the Company may incur.

RIDER C (CONT'D)

**INDIVIDUAL COORDINATION AGREEMENT RIDER –
SHORT FORM FOR BROKERS/MARKETERS**

7.0 BREACH OF COORDINATION OBLIGATIONS

- (a) **Breach of Obligations.** The Company or EGS shall be deemed to be in breach of its Coordination Obligations under the Short Form ICA upon its failure to observe any material term or condition of the Short Form ICA or the Tariff, including any Rider thereof.

- (b) **Events of Breach.** A material breach of Coordination Obligations hereunder shall include, but is not limited to, the following:
 - (i) A breach of any section of the Tariff; or
 - (ii) EGS's failure to maintain license or certification as an electric generation supplier or electricity supplier from the PUC; or
 - (iii) EGS's failure to make payment to the Company of any undisputed charge in the time prescribed; or
 - (iv) The Involuntary bankruptcy or insolvency of EGS, including, but not limited to, the appointment of a receiver, liquidator or trustee of EGS, or a decree by such a court adjudging EGS bankrupt or insolvent or sequestering any substantial part of its property or a petition to declare bankruptcy as to reorganize EGS; or
 - (v) EGS's filing of a voluntary petition in bankruptcy under any provision of any Federal or State bankruptcy law, or its consent to the filing of any bankruptcy or reorganization petition against it under any similar law including, without limitation, EGS's admission in writing of its inability to pay its debts generally as they become due or its consent to the appointment of a receiver, trustee or liquidator of it or of all or any part of its property; or
 - (vi) Failure to meet or comply with the EDI requirements as set forth in the Company's EDI Compliance test plan.

RIDER C (CONTD)

**INDIVIDUAL COORDINATION AGREEMENT RIDER –
SHORT FORM FOR BROKERS/MARKETERS**

7.0 BREACH OF COORDINATION OBLIGATIONS (CONTD)

- (c) Cure and Default. If either Party materially breaches any of its obligations under the Short Form ICA or the Tariff (hereinafter the "Breaching Party"), the other Party (hereinafter the "Non-Breaching Party") shall provide the Breaching Party a written Notice describing such breach in reasonable detail and demanding its cure. The Breaching Party shall be deemed to be in default ("Default") of its obligations under this Short Form ICA if: (i) it fails to cure its breach within thirty (30) days after its receipt of such Notice; or (ii) the breach cannot be cured within said period and the Non-Breaching Party thereafter diligently pursues its rights upon Default as defined in paragraph 7.0(d).
- (d) Rights Upon Default. Notwithstanding anything stated herein, upon the occurrence of any Default, the Non-Breaching Party shall be entitled to: (i) commence an action to require the Breaching Party to remedy such Default and specifically perform its duties and obligations hereunder in accordance with the terms and conditions hereof; and (ii) exercise such other rights and remedies as it may have in equity or at law.
- (e) Force Majeure. If either Party is rendered unable by any event of "Force Majeure" to carry out, in whole or in part, its obligations under this Short Form ICA, then, during the pendency of such Force Majeure event, but for no longer period, the obligations of the Party affected by the event (other than the obligation to make payments then due or becoming due) shall be suspended to the extent required. Force Majeure shall mean an event not anticipated as of the effective date, which is not within the reasonable control of the Party (or in the case of third party obligations or facilities, the third party) claiming suspension (the "Claiming Party"), and which, by the exercise of due diligence, the Claiming Party, or third party, is unable to overcome or avoid or cause to be avoided. Force Majeure includes, but is not limited to: (i) acts of God, fire; (ii) civil disturbance; (iii) labor dispute or shortage; (iv) sabotage; (v) action or restraint by court order or public or governmental authority (so long as the Claiming Party has not applied for or assisted in the application for, and has opposed where and to the extent reasonable, such government action); and (vi) changes in applicable laws, rules and regulations.

RIDER C (CONT'D)

**INDIVIDUAL COORDINATION AGREEMENT RIDER –
SHORT FORM FOR BROKERS/MARKETERS**

8.0 TERMINATION OF AGREEMENT

- (a) Termination. This Agreement will or may be terminated as follows:
- (i) Withdrawal of EGS from Retail Service. In the event EGS ceases to participate in or otherwise withdraws the provision of Competitive Energy Supply to Customers in the Company's Service Territory, this Short Form ICA shall terminate thirty (30) days following the date on which EGS has no more active Customers.
 - (ii) The Company's Termination Rights upon Default by EGS. In the event of a Default by EGS, the Company may terminate this Short Form ICA by providing written Notice to EGS in Default, without prejudice to any remedies at law or in equity available to the Party not in Default by reason of the Default.
- (b) Effect of Termination. Termination of this Agreement will have the same effect on EGS's Customers as EGS's discontinuance of supply to such Customers described in Section 13 of the Tariff. If a Customer of a terminated EGS has not switched to another EGS prior to termination, said Customer will receive Company's Default PLR Service pending its selection of another EGS.
- (c) Survival of Obligations. Termination of this Short Form ICA for any reason shall not relieve the Company or EGS of any obligation accrued or accruing prior to such termination.

RIDER C (CONT'D)

**INDIVIDUAL COORDINATION AGREEMENT RIDER –
SHORT FORM FOR BROKERS/MARKETERS**

9.0 ALTERNATIVE DISPUTE RESOLUTION

- (a) Informal Resolution of Disputes. The Company and EGS shall use good faith and commercially reasonable efforts to informally resolve all disputes arising out of the implementation of this Short Form ICA or the Tariff and/or the conduct of activities hereunder. EGS's point of contact at the Company for all information, operations, questions, and problems regarding obligations hereunder shall be specified in Appendix A.

- (b) Internal Dispute Resolution Procedures. Any dispute between the Parties under this Short Form ICA shall be referred to a designated senior representative of each of the impacted Parties for resolution on an informal basis as promptly as practicable. In the event the designated representatives are unable to resolve the dispute within thirty (30) days (or such other period as the parties may agree upon) such dispute, by mutual agreement, may be referred to mediation in accordance with the procedures established by the American Arbitration Association or may be submitted to arbitration and resolved in accordance with the arbitration procedures set forth below.

- (c) External Arbitration Procedures. If the amount in dispute is five hundred thousand dollars (\$500,000) or less the arbitration initiated under this Short Form ICA shall be conducted before a single neutral arbitrator appointed by the Parties. If the Parties fail to agree upon a single arbitrator within twenty (20) days of the referral of the dispute to arbitration, the Parties shall request the American Arbitration Association to appoint a single neutral arbitrator. If the amount in dispute exceeds five hundred thousand dollars (\$500,000), each Party shall choose one neutral arbitrator who shall sit on a three-member arbitration panel. The two arbitrators so chosen shall within twenty (20) days of their selection, select a third arbitrator to chair the arbitration panel. In any case, the arbitrators chosen shall be knowledgeable in electric utility matters, including electric transmission and bulk power issues, and shall not have any current or past substantial business or financial relationships with any Party to the arbitration (except prior arbitration). The arbitrator(s) shall provide each of the Parties an opportunity to be heard and, except as otherwise provided herein, shall generally conduct the arbitration in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association.

RIDER C (CONT'D)

**INDIVIDUAL COORDINATION AGREEMENT RIDER –
SHORT FORM FOR BROKERS/MARKETERS**

9.0 ALTERNATIVE DISPUTE RESOLUTION (CONT'D)

- (d) Arbitration Decisions. Unless otherwise agreed, the arbitrator(s) shall render a decision within ninety (90) days of their appointment and shall notify the Parties in writing of such decision and the reasons therefore. The arbitrator(s) shall be authorized only to interpret and apply the provisions of this Short Form ICA and Tariff, and shall have no power to modify or change any provisions in any manner. The decision of the arbitrator(s) shall be final and binding upon the Parties, and judgment on the award may be entered in any court of competent jurisdiction. The decision of the arbitrator(s) may be appealed solely on the grounds that the conduct of the arbitrator(s), or the decision itself, violated the standards set forth in 42 Pa. C.S. § 7301 *et seq.*
- (e) Costs. Each Party shall be responsible for its own costs incurred during the arbitration process and for the following costs, if applicable.
 - (i) The cost of the arbitrator chosen by the Party to sit on the three-member panel and a proportionate share of the cost of the third arbitrator chosen; or
 - (ii) A proportionate share of the cost of the single arbitrator jointly chosen by the Parties.
- (f) Rights Under the Federal Power Act. Nothing in this Section shall restrict the rights of any Party to file a complaint with FERC under relevant provisions of the Federal Power Act.
- (g) Rights Under the Pennsylvania Public Utility Code. Nothing in this Section shall restrict the rights of any Party to file a complaint with the PUC under relevant provisions of the Pennsylvania Public Utility Code, if applicable.

RIDER C (CONT'D)

**INDIVIDUAL COORDINATION AGREEMENT RIDER –
SHORT FORM FOR BROKERS/MARKETERS**

10.0 MISCELLANEOUS

- (a) No Prejudice of Rights. The failure by either Party to enforce any of the terms of this Short Form ICA or the Tariff shall not be deemed a waiver of the right of either to do so.
- (b) Gratuities to Employees. The Company's employees are strictly forbidden to demand or accept any personal compensation, or gifts, for service rendered by them while working for the Company on the Company's time.
- (c) Assignment.
 - (i) With the exception of changes in Company's Agent(s), this Short Form ICA may not be assigned by either Party without (a) any necessary regulatory approval, and (b) the consent of the other Party, which consent shall not be unreasonably withheld.
 - (ii) Any assignment occurring in accordance with Paragraph 10.0(c)(i) hereunder shall be binding upon, and oblige and inure to the benefit of, the successors and assigns of the Parties to this Short Form ICA.
- (d) Governing Law. To the extent not subject to the exclusive jurisdiction of the FERC, the formation, validity, interpretation, execution, amendment, and termination of this Short Form ICA shall be governed by the laws of the Commonwealth of Pennsylvania.

This Short Form ICA and the performance of the Parties' obligations hereunder are subject to and contingent upon: (i) present and future local, state and federal laws; and (ii) present and future regulations or orders of any local, state or federal regulating authority having jurisdiction over the matter set forth herein.

If at any time during the term of this Agreement the FERC, the PUC or a court of competent jurisdiction issues an order under which a Party hereto believes that its rights, interest and/or expectations under the Short Form ICA are materially affected by said order, the Party so affected shall within thirty (30) days of said final order provide the other Party with Notice setting forth in reasonable detail how said order has materially affected its rights, interests and/or expectations in the Short Form ICA. Within thirty (30) days from the date such Notice is given, the parties agree to attempt through good faith negotiations to resolve the issue. If the Parties are unable to resolve the issue within thirty (30) days from the commencement of negotiations, either Party may at the close of said thirty (30) day period terminate this Short Form ICA, subject to any applicable regulatory requirements, following an additional thirty (30) days prior written Notice to the other Party without any liability or responsibility whatsoever except for obligations arising prior to the date of service termination.

- (e) Entire Agreement. This Short Form ICA, the Tariff and any Riders hereto constitute the entire agreement between the Parties with respect to the subject matter herein, superseding any previous oral or written communications, representations, undertakings, or agreements, and shall not be amended, modified or changed, except as expressly provided herein and in writing mutually agreed upon and duly executed by the Parties.

RIDER C (CONT'D)

**INDIVIDUAL COORDINATION AGREEMENT RIDER -
SHORT FORM FOR BROKERS/MARKETERS**

IN WITNESS WHEREOF, and intending to be legally bound thereby, the Parties identified above have caused this Short Form ICA to be executed by their respective authorized officials.

By: _____

Name: _____

Title: _____

Date: _____

American Wholesale Energy Inc.
EGS

By:  _____

Name: John Huang

Title: Director of Procurement

Date: August 12, 2024

RIDER C (CONT'D)

**INDIVIDUAL COORDINATION AGREEMENT RIDER –
SHORT FORM FOR BROKERS/MARKETERS**

APPENDIX A

Notices shall be addressed to the Company and EGS as follows:

Company	EGS
<p>Billing Issues: PECO 2301 Market St Philadelphia, PA, 19103 1-800-494-4000</p>	<p>Billing Issues: Name Greg Carey Title Chief Financial Officer EGS American Wholesale Energy Inc Street 322 North Shore Dr, Bldg B, #200 City, State, Zip Pittsburgh, PA, 15212 Tel. No. 1-855-347-0007 ext 2482 Email: greg.carey@americanwholesaleenergy.com</p>
<p>Dispute Resolution: PECO 2301 Market St Philadelphia, PA, 19103 1-800-494-4000</p>	<p>Dispute Resolution: Name Morley Shulman Title Director of Compliance EGS American Wholesale Energy Inc. Street 322 North Shore Dr, Bldg B, #200 City, State, Zip Pittsburgh, PA, 15212 Tel. No. 1-855-347-0007 ext 2474 Email: morley.shulman@americanwholesaleenergy.com</p>
<p>Other Matters: PECO 2301 Market St Philadelphia, PA, 19103 1-800-494-4000</p>	<p>Other Matters: Name Greg Carey Title Chief Financial Officer EGS American Wholesale Energy Inc Street 322 North Shore Dr, Bldg B, #200 City, State, Zip Pittsburgh, PA, 15212 Tel. No. 1-855-347-007 ext 2482 Email: greg.carey@americanwholesaleenergy.com</p>

RIDER C

**INDIVIDUAL COORDINATION AGREEMENT RIDER –
SHORT FORM FOR BROKERS/MARKETERS**

This Short Form Individual Coordination Agreement ("Short Form ICA"), dated August 12, 2024 is entered into, by and between First Energy o/a Penelec (the "Company") and American Wholesale Energy Inc ("EGS") (individually referred to hereafter as "Party", collectively, "Parties"). Execution of this agreement is necessary to provide Competitive Energy Services within the Company's service territory pursuant to the provisions of the Electricity Generation Customer Choice and Competition Act. Pursuant to this Short Form ICA, the Company (or Company acting through its Agent(s)), agrees to provide, and the EGS agrees to have the Company provide, access to customer information pursuant to Section 5 of the Company's Electric Generation Supplier Coordination Tariff ("Tariff"). Execution of this Short Form ICA shall not entitle EGS to any other "Coordination Services" under the Tariff. EGS also agrees to otherwise abide by the terms, conditions, and requirements specified in this Short Form ICA, the Tariff and any Riders issued thereto, including any modifications subsequently enacted by the Company.

1.0 REPRESENTATIONS AND WARRANTIES

- (a) The EGS hereby represents, warrants and covenants as follows:
 - (i) The EGS is licensed by the PUC to provide Competitive Energy Supply to Customers in Pennsylvania as a broker/marketer, and has and will continue to satisfy all other PUC requirements applicable to EGSs.
 - (ii) EGS will not take title to energy on behalf of Customers.
- (b) The Company and the EGS each represent, warrant and covenant 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 any of the following: (i) the Party's charter documents, bylaws or any indenture, mortgage, other agreement or instrument; or, (ii) any statute, rule, regulation, order, judgment, or decree of any judicial or administrative body by which the Party or any of its properties is bound or subject.
 - (ii) This Short Form ICA is a valid and binding obligation of the Party, enforceable in accordance with its terms, except as those terms may be limited by applicable bankruptcy, insolvency or similar laws generally addressing creditors' rights or by general principles of equity.
- (c) The EGS shall provide Notice to the Company via email, with a copy delivered pursuant to overnight mail, of any violation of the representations, warranties and covenants in Section 1.0 of this Short Form ICA at such time that the EGS learns of any violations.

RIDER C (CONT'D)

**INDIVIDUAL COORDINATION AGREEMENT RIDER –
SHORT FORM FOR BROKERS/MARKETERS**

2.0 COMPENSATION

As consideration for Coordination Services provided by the Company, the EGS shall pay the Company those Coordination Services Charges billed to the EGS in accordance with the terms and conditions of the Tariff and this Short Form ICA.

3.0 TERM

The EGS will be given access to customer information pursuant to Section 5 of the Tariff when Company confirms that the EGS has submitted a complete registration, including the Supplemental Required Information in Appendix A. This Short Form ICA shall remain effective until terminated pursuant to Section 8.0.

4.0 NOTICES

- (a) Notices. Unless otherwise stated herein, any Notice contemplated by this Short Form ICA shall be in writing and shall be given to the other party at the addresses stated in Appendix A below. If given by email, Notice shall be deemed given on the date sent and shall be confirmed by a written copy sent by same-day or overnight delivery. If sent by same-day or overnight delivery service, Notice shall be deemed given on the day of delivery.
- (b) Addresses. Appendix A sets forth the contacts for Notices and other communications between the Company and EGS. Appendix A may be changed by either Party by transmitting a revised, dated copy to the other Party.

5.0 INCORPORATION OF TARIFF

The terms, conditions and definitions contained in the Tariff are incorporated herein by reference and made a part of this Short Form ICA. All terms used in this Short Form ICA that are not otherwise defined shall have the meaning provided in the Tariff.

RIDER C (CONT'D)

**INDIVIDUAL COORDINATION AGREEMENT RIDER –
SHORT FORM FOR BROKERS/MARKETERS**

6.0 LIABILITY

- (a) General Limitation on Liability. Neither the Company nor its Agent(s) shall have any duty or liability with respect to electric energy before it is delivered by EGS to the point of delivery on the Company's distribution system. After its receipt of electric energy and capacity at the point of delivery, the Company shall have the same duty and liability for distribution service to Customers receiving Competitive Energy Supply as to those receiving electric energy and capacity from the Company.
- (b) Limitation on Liability for Service Interruptions and Variations. Neither the Company nor its Agent(s) guarantees continuous, regular and uninterrupted supply of service. In addition to unplanned service interruptions, the Company may, without liability, interrupt or limit the supply of service for the purpose of making repairs, changes or improvements in any part of its system for the general good of the service or the safety of the public or for the purpose of preventing or limiting any actual or threatened instability or disturbance of the system. Neither the Company nor its Agent(s) is liable for any damages due to accident, strike, storm, riot, fire, flood, legal process, state or municipal interference, or any other cause beyond the Company's or its Agent(s) direct control.
- (c) Additional Limitations on Liability in Connection With Direct Access. Other than its duty to deliver electric energy and capacity, neither the Company nor its Agent(s) shall have any duty or liability to EGS providing Competitive Energy Supply arising out of, or related to, a contract or other relationship between EGS and a Customer of EGS. The Company shall implement Customer selection of EGS consistent with the Company's applicable rules and the rules of the PUC, and shall have no liability to EGS arising out of, or related to, switching EGSs, unless the Company is negligent in switching or failing to switch a Customer.
- (d) The Company's Indemnification of EGS. Subject to Paragraph 6.0(b), in the event the Company is not able to render continuous, regular and uninterrupted supply of service due to interruption or service limitations not caused by EGS, the Company shall hold the EGS harmless for any penalties, fines or other costs that the Company may incur.

RIDER C (CONT'D)

**INDIVIDUAL COORDINATION AGREEMENT RIDER –
SHORT FORM FOR BROKERS/MARKETERS**

7.0 BREACH OF COORDINATION OBLIGATIONS

- (a) Breach of Obligations. The Company or EGS shall be deemed to be in breach of its Coordination Obligations under the Short Form ICA upon its failure to observe any material term or condition of the Short Form ICA or the Tariff, including any Rider thereof.

- (b) Events of Breach. A material breach of Coordination Obligations hereunder shall include, but is not limited to, the following:
 - (i) A breach of any section of the Tariff; or
 - (ii) EGS's failure to maintain license or certification as an electric generation supplier or electricity supplier from the PUC; or
 - (iii) EGS's failure to make payment to the Company of any undisputed charge in the time prescribed; or
 - (iv) The involuntary bankruptcy or insolvency of EGS, including, but not limited to, the appointment of a receiver, liquidator or trustee of EGS, or a decree by such a court adjudging EGS bankrupt or insolvent or sequestering any substantial part of its property or a petition to declare bankruptcy as to reorganize EGS; or
 - (v) EGS's filing of a voluntary petition in bankruptcy under any provision of any Federal or State bankruptcy law, or its consent to the filing of any bankruptcy or reorganization petition against it under any similar law including, without limitation, EGS's admission in writing of its inability to pay its debts generally as they become due or its consent to the appointment of a receiver, trustee or liquidator of it or of all or any part of its property; or
 - (vi) Failure to meet or comply with the EDI requirements as set forth in the Company's EDI Compliance test plan.

RIDER C (CONT'D)

INDIVIDUAL COORDINATION AGREEMENT RIDER –
SHORT FORM FOR BROKERS/MARKETERS

7.0 BREACH OF COORDINATION OBLIGATIONS (CONT'D)

- (c) Cure and Default. If either Party materially breaches any of its obligations under the Short Form ICA or the Tariff (hereinafter the "Breaching Party"), the other Party (hereinafter the "Non-Breaching Party") shall provide the Breaching Party a written Notice describing such breach in reasonable detail and demanding its cure. The Breaching Party shall be deemed to be in default ("Default") of its obligations under this Short Form ICA if: (i) it fails to cure its breach within thirty (30) days after its receipt of such Notice; or (ii) the breach cannot be cured within said period and the Non-Breaching Party thereafter diligently pursues its rights upon Default as defined in paragraph 7.0(d).
- (d) Rights Upon Default. Notwithstanding anything stated herein, upon the occurrence of any Default, the Non-Breaching Party shall be entitled to: (i) commence an action to require the Breaching Party to remedy such Default and specifically perform its duties and obligations hereunder in accordance with the terms and conditions hereof; and (ii) exercise such other rights and remedies as it may have in equity or at law.
- (e) Force Majeure. If either Party is rendered unable by any event of "Force Majeure" to carry out, in whole or in part, its obligations under this Short Form ICA, then, during the pendency of such Force Majeure event, but for no longer period, the obligations of the Party affected by the event (other than the obligation to make payments then due or becoming due) shall be suspended to the extent required. Force Majeure shall mean an event not anticipated as of the effective date, which is not within the reasonable control of the Party (or in the case of third party obligations or facilities, the third party) claiming suspension (the "Claiming Party"), and which, by the exercise of due diligence, the Claiming Party, or third party, is unable to overcome or avoid or cause to be avoided. Force Majeure includes, but is not limited to: (i) acts of God, fire; (ii) civil disturbance; (iii) labor dispute or shortage; (iv) sabotage; (v) action or restraint by court order or public or governmental authority (so long as the Claiming Party has not applied for or assisted in the application for, and has opposed where and to the extent reasonable, such government action); and (vi) changes in applicable laws, rules and regulations.

RIDER C (CONT'D)

**INDIVIDUAL COORDINATION AGREEMENT RIDER –
SHORT FORM FOR BROKERS/MARKETERS**

8.0 TERMINATION OF AGREEMENT

- (a) Termination. This Agreement will or may be terminated as follows:
- (i) Withdrawal of EGS from Retail Service. In the event EGS ceases to participate in or otherwise withdraws the provision of Competitive Energy Supply to Customers in the Company's Service Territory, this Short Form ICA shall terminate thirty (30) days following the date on which EGS has no more active Customers.
 - (ii) The Company's Termination Rights upon Default by EGS. In the event of a Default by EGS, the Company may terminate this Short Form ICA by providing written Notice to EGS in Default, without prejudice to any remedies at law or in equity available to the Party not in Default by reason of the Default.
- (b) Effect of Termination. Termination of this Agreement will have the same effect on EGS's Customers as EGS's discontinuance of supply to such Customers described in Section 13 of the Tariff. If a Customer of a terminated EGS has not switched to another EGS prior to termination, said Customer will receive Company's Default PLR Service pending its selection of another EGS.
- (c) Survival of Obligations. Termination of this Short Form ICA for any reason shall not relieve the Company or EGS of any obligation accrued or accruing prior to such termination.

RIDER C (CONT'D)

INDIVIDUAL COORDINATION AGREEMENT RIDER –
SHORT FORM FOR BROKERS/MARKETERS

9.0 ALTERNATIVE DISPUTE RESOLUTION

- (a) Informal Resolution of Disputes. The Company and EGS shall use good faith and commercially reasonable efforts to informally resolve all disputes arising out of the implementation of this Short Form ICA or the Tariff and/or the conduct of activities hereunder. EGS's point of contact at the Company for all information, operations, questions, and problems regarding obligations hereunder shall be specified in Appendix A.
- (b) Internal Dispute Resolution Procedures. Any dispute between the Parties under this Short Form ICA shall be referred to a designated senior representative of each of the impacted Parties for resolution on an informal basis as promptly as practicable. In the event the designated representatives are unable to resolve the dispute within thirty (30) days (or such other period as the parties may agree upon) such dispute, by mutual agreement, may be referred to mediation in accordance with the procedures established by the American Arbitration Association or may be submitted to arbitration and resolved in accordance with the arbitration procedures set forth below.
- (c) External Arbitration Procedures. If the amount in dispute is five hundred thousand dollars (\$500,000) or less the arbitration initiated under this Short Form ICA shall be conducted before a single neutral arbitrator appointed by the Parties. If the Parties fail to agree upon a single arbitrator within twenty (20) days of the referral of the dispute to arbitration, the Parties shall request the American Arbitration Association to appoint a single neutral arbitrator. If the amount in dispute exceeds five hundred thousand dollars (\$500,000), each Party shall choose one neutral arbitrator who shall sit on a three-member arbitration panel. The two arbitrators so chosen shall within twenty (20) days of their selection, select a third arbitrator to chair the arbitration panel. In any case, the arbitrators chosen shall be knowledgeable in electric utility matters, including electric transmission and bulk power issues, and shall not have any current or past substantial business or financial relationships with any Party to the arbitration (except prior arbitration). The arbitrator(s) shall provide each of the Parties an opportunity to be heard and, except as otherwise provided herein, shall generally conduct the arbitration in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association.

RIDER C (CONT'D)

INDIVIDUAL COORDINATION AGREEMENT RIDER –
SHORT FORM FOR BROKERS/MARKETERS

9.0 ALTERNATIVE DISPUTE RESOLUTION (CONT'D)

- (d) Arbitration Decisions. Unless otherwise agreed, the arbitrator(s) shall render a decision within ninety (90) days of their appointment and shall notify the Parties in writing of such decision and the reasons therefore. The arbitrator(s) shall be authorized only to interpret and apply the provisions of this Short Form ICA and Tariff, and shall have no power to modify or change any provisions in any manner. The decision of the arbitrator(s) shall be final and binding upon the Parties, and judgment on the award may be entered in any court of competent jurisdiction. The decision of the arbitrator(s) may be appealed solely on the grounds that the conduct of the arbitrator(s), or the decision itself, violated the standards set forth in 42 Pa. C.S. § 7301 *et seq.*
- (e) Costs. Each Party shall be responsible for its own costs incurred during the arbitration process and for the following costs, if applicable.
- (i) The cost of the arbitrator chosen by the Party to sit on the three-member panel and a proportionate share of the cost of the third arbitrator chosen; or
- (ii) A proportionate share of the cost of the single arbitrator jointly chosen by the Parties.
- (f) Rights Under the Federal Power Act. Nothing in this Section shall restrict the rights of any Party to file a complaint with FERC under relevant provisions of the Federal Power Act.
- (g) Rights Under the Pennsylvania Public Utility Code. Nothing in this Section shall restrict the rights of any Party to file a complaint with the PUC under relevant provisions of the Pennsylvania Public Utility Code, if applicable.

RIDER C (CONT'D)

**INDIVIDUAL COORDINATION AGREEMENT RIDER –
SHORT FORM FOR BROKERS/MARKETERS**

10.0 MISCELLANEOUS

- (a) No Prejudice of Rights. The failure by either Party to enforce any of the terms of this Short Form ICA or the Tariff shall not be deemed a waiver of the right of either to do so.
- (b) Gratuities to Employees. The Company's employees are strictly forbidden to demand or accept any personal compensation, or gifts, for service rendered by them while working for the Company on the Company's time.
- (c) Assignment.
 - (i) With the exception of changes in Company's Agent(s), this Short Form ICA may not be assigned by either Party without (a) any necessary regulatory approval, and (b) the consent of the other Party, which consent shall not be unreasonably withheld.
 - (ii) Any assignment occurring in accordance with Paragraph 10.0(c)(i) hereunder shall be binding upon, and oblige and inure to the benefit of, the successors and assigns of the Parties to this Short Form ICA.
- (d) Governing Law. To the extent not subject to the exclusive jurisdiction of the FERC, the formation, validity, interpretation, execution, amendment, and termination of this Short Form ICA shall be governed by the laws of the Commonwealth of Pennsylvania.

This Short Form ICA and the performance of the Parties' obligations hereunder are subject to and contingent upon: (i) present and future local, state and federal laws; and (ii) present and future regulations or orders of any local, state or federal regulating authority having jurisdiction over the matter set forth herein.

If at any time during the term of this Agreement the FERC, the PUC or a court of competent jurisdiction issues an order under which a Party hereto believes that its rights, interest and/or expectations under the Short Form ICA are materially affected by said order, the Party so affected shall within thirty (30) days of said final order provide the other Party with Notice setting forth in reasonable detail how said order has materially affected its rights, interests and/or expectations in the Short Form ICA. Within thirty (30) days from the date such Notice is given, the parties agree to attempt through good faith negotiations to resolve the issue. If the Parties are unable to resolve the issue within thirty (30) days from the commencement of negotiations, either Party may at the close of said thirty (30) day period terminate this Short Form ICA, subject to any applicable regulatory requirements, following an additional thirty (30) days prior written Notice to the other Party without any liability or responsibility whatsoever except for obligations arising prior to the date of service termination.

- (e) Entire Agreement. This Short Form ICA, the Tariff and any Riders hereto constitute the entire agreement between the Parties with respect to the subject matter herein, superseding any previous oral or written communications, representations, undertakings, or agreements, and shall not be amended, modified or changed, except as expressly provided herein and in writing mutually agreed upon and duly executed by the Parties.

RIDER C (CONT'D)

**INDIVIDUAL COORDINATION AGREEMENT RIDER -
SHORT FORM FOR BROKERS/MARKETERS**

IN WITNESS WHEREOF, and intending to be legally bound thereby, the Parties identified above have caused this Short Form ICA to be executed by their respective authorized officials.

American Wholesale Energy Inc.

EGS

By: _____

By:  _____

Name: _____

Name: John Huang

Title: _____

Title: Director of Procurement

Date: _____

Date: August 12, 2024

RIDER C (CONT'D)

**INDIVIDUAL COORDINATION AGREEMENT RIDER –
SHORT FORM FOR BROKERS/MARKETERS**

APPENDIX A

Notices shall be addressed to the Company and EGS as follows:

Company	EGS
<p>Billing Issues: First Energy o/a Penelec 5404 Evans Rd Erie, PA, 16509 1-800-545-7741 PN_interconnection@firstenergycorp.com</p>	<p>Billing Issues: Name Greg Carey Title Chief Financial Officer EGS American Wholesale Energy Inc Street 322 North Shore Dr, Bldg B, #200 City, State, Zip Pittsburgh, PA, 15212 Tel. No. 1-855-347-0007 ext 2482 Email: greg.carey@americanwholesaleenergy.com</p>
<p>Dispute Resolution: First Energy o/a Penelec 5404 Evans Rd Erie, PA, 16509 1-800-545-7741 PN_interconnection@firstenergycorp.com</p>	<p>Dispute Resolution: Name Morley Shulman Title Director of Compliance EGS American Wholesale Energy Inc. Street 322 North Shore Dr, Bldg B, #200 City, State, Zip Pittsburgh, PA, 15212 Tel. No. 1-855-347-0007 ext 2474 Email: morley.shulman@americanwholesaleenergy.com</p>
<p>Other Matters: First Energy o/a Penelec 5404 Evans Rd Erie, PA, 16509 1-800-545-7741 PN_interconnection@firstenergycorp.com</p>	<p>Other Matters: Name Greg Carey Title Chief Financial Officer EGS American Wholesale Energy Inc Street 322 North Shore Dr, Bldg B, #200 City, State, Zip Pittsburgh, PA, 15212 Tel. No. 1-855-347-007 ext 2482 Email: greg.carey@americanwholesaleenergy.com</p>

RIDER C

**INDIVIDUAL COORDINATION AGREEMENT RIDER –
SHORT FORM FOR BROKERS/MARKETERS**

This Short Form Individual Coordination Agreement ("Short Form ICA"), dated August 12, 2024 is entered into, by and between First Energy of a Penn Power (the "Company") and American Wholesale Energy Inc ("EGS") (individually referred to hereafter as "Party", collectively, "Parties"). Execution of this agreement is necessary to provide Competitive Energy Services within the Company's service territory pursuant to the provisions of the Electricity Generation Customer Choice and Competition Act. Pursuant to this Short Form ICA, the Company (or Company acting through its Agent(s)), agrees to provide, and the EGS agrees to have the Company provide, access to customer information pursuant to Section 5 of the Company's Electric Generation Supplier Coordination Tariff ("Tariff"). Execution of this Short Form ICA shall not entitle EGS to any other "Coordination Services" under the Tariff. EGS also agrees to otherwise abide by the terms, conditions, and requirements specified in this Short Form ICA, the Tariff and any Riders issued thereto, including any modifications subsequently enacted by the Company.

1.0 REPRESENTATIONS AND WARRANTIES

- (a) The EGS hereby represents, warrants and covenants as follows:
 - (i) The EGS is licensed by the PUC to provide Competitive Energy Supply to Customers in Pennsylvania as a broker/marketer, and has and will continue to satisfy all other PUC requirements applicable to EGSs.
 - (ii) EGS will not take title to energy on behalf of Customers.
- (b) The Company and the EGS each represent, warrant and covenant 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 any of the following: (i) the Party's charter documents, bylaws or any indenture, mortgage, other agreement or instrument; or, (ii) any statute, rule, regulation, order, judgment, or decree of any judicial or administrative body by which the Party or any of its properties is bound or subject.
 - (ii) This Short Form ICA is a valid and binding obligation of the Party, enforceable in accordance with its terms, except as those terms may be limited by applicable bankruptcy, insolvency or similar laws generally addressing creditors' rights or by general principles of equity.
- (c) The EGS shall provide Notice to the Company via email, with a copy delivered pursuant to overnight mail, of any violation of the representations, warranties and covenants in Section 1.0 of this Short Form ICA at such time that the EGS learns of any violations.

RIDER C (CONT'D)

**INDIVIDUAL COORDINATION AGREEMENT RIDER –
SHORT FORM FOR BROKERS/MARKETERS**

2.0 COMPENSATION

As consideration for Coordination Services provided by the Company, the EGS shall pay the Company those Coordination Services Charges billed to the EGS in accordance with the terms and conditions of the Tariff and this Short Form ICA.

3.0 TERM

The EGS will be given access to customer information pursuant to Section 5 of the Tariff when Company confirms that the EGS has submitted a complete registration, including the Supplemental Required Information in Appendix A. This Short Form ICA shall remain effective until terminated pursuant to Section 8.0.

4.0 NOTICES

- (a) Notices. Unless otherwise stated herein, any Notice contemplated by this Short Form ICA shall be in writing and shall be given to the other party at the addresses stated in Appendix A below. If given by email, Notice shall be deemed given on the date sent and shall be confirmed by a written copy sent by same-day or overnight delivery. If sent by same-day or overnight delivery service, Notice shall be deemed given on the day of delivery.
- (b) Addresses. Appendix A sets forth the contacts for Notices and other communications between the Company and EGS. Appendix A may be changed by either Party by transmitting a revised, dated copy to the other Party.

5.0 INCORPORATION OF TARIFF

The terms, conditions and definitions contained in the Tariff are incorporated herein by reference and made a part of this Short Form ICA. All terms used in this Short Form ICA that are not otherwise defined shall have the meaning provided in the Tariff.

RIDER C (CONT'D)

**INDIVIDUAL COORDINATION AGREEMENT RIDER –
SHORT FORM FOR BROKERS/MARKETERS**

6.0 LIABILITY

- (a) General Limitation on Liability. Neither the Company nor its Agent(s) shall have any duty or liability with respect to electric energy before it is delivered by EGS to the point of delivery on the Company's distribution system. After its receipt of electric energy and capacity at the point of delivery, the Company shall have the same duty and liability for distribution service to Customers receiving Competitive Energy Supply as to those receiving electric energy and capacity from the Company.
- (b) Limitation on Liability for Service Interruptions and Variations. Neither the Company nor its Agent(s) guarantees continuous, regular and uninterrupted supply of service. In addition to unplanned service interruptions, the Company may, without liability, interrupt or limit the supply of service for the purpose of making repairs, changes or improvements in any part of its system for the general good of the service or the safety of the public or for the purpose of preventing or limiting any actual or threatened instability or disturbance of the system. Neither the Company nor its Agent(s) is liable for any damages due to accident, strike, storm, riot, fire, flood, legal process, state or municipal interference, or any other cause beyond the Company's or its Agent(s) direct control.
- (c) Additional Limitations on Liability in Connection With Direct Access. Other than its duty to deliver electric energy and capacity, neither the Company nor its Agent(s) shall have any duty or liability to EGS providing Competitive Energy Supply arising out of, or related to, a contract or other relationship between EGS and a Customer of EGS. The Company shall implement Customer selection of EGS consistent with the Company's applicable rules and the rules of the PUC, and shall have no liability to EGS arising out of, or related to, switching EGSs, unless the Company is negligent in switching or failing to switch a Customer.
- (d) The Company's Indemnification of EGS. Subject to Paragraph 6.0(b), in the event the Company is not able to render continuous, regular and uninterrupted supply of service due to interruption or service limitations not caused by EGS, the Company shall hold the EGS harmless for any penalties, fines or other costs that the Company may incur.

RIDER C (CONT'D)

**INDIVIDUAL COORDINATION AGREEMENT RIDER -
SHORT FORM FOR BROKERS/MARKETERS**

7.0 BREACH OF COORDINATION OBLIGATIONS

- (a) Breach of Obligations. The Company or EGS shall be deemed to be in breach of its Coordination Obligations under the Short Form ICA upon its failure to observe any material term or condition of the Short Form ICA or the Tariff, including any Rider thereof.

- (b) Events of Breach. A material breach of Coordination Obligations hereunder shall include, but is not limited to, the following:
 - (i) A breach of any section of the Tariff; or
 - (ii) EGS's failure to maintain license or certification as an electric generation supplier or electricity supplier from the PUC; or
 - (iii) EGS's failure to make payment to the Company of any undisputed charge in the time prescribed; or
 - (iv) The involuntary bankruptcy or insolvency of EGS, including, but not limited to, the appointment of a receiver, liquidator or trustee of EGS, or a decree by such a court adjudging EGS bankrupt or insolvent or sequestering any substantial part of its property or a petition to declare bankruptcy as to reorganize EGS; or
 - (v) EGS's filing of a voluntary petition in bankruptcy under any provision of any Federal or State bankruptcy law, or its consent to the filing of any bankruptcy or reorganization petition against it under any similar law including, without limitation, EGS's admission in writing of its inability to pay its debts generally as they become due or its consent to the appointment of a receiver, trustee or liquidator of it or of all or any part of its property; or
 - (vi) Failure to meet or comply with the EDI requirements as set forth in the Company's EDI Compliance test plan.

RIDER C (CONT'D)

**INDIVIDUAL COORDINATION AGREEMENT RIDER –
SHORT FORM FOR BROKERS/MARKETERS**

7.0 BREACH OF COORDINATION OBLIGATIONS (CONT'D)

- (c) **Cure and Default.** If either Party materially breaches any of its obligations under the Short Form ICA or the Tariff (hereinafter the "Breaching Party"), the other Party (hereinafter the "Non-Breaching Party") shall provide the Breaching Party a written Notice describing such breach in reasonable detail and demanding its cure. The Breaching Party shall be deemed to be in default ("Default") of its obligations under this Short Form ICA if: (i) it fails to cure its breach within thirty (30) days after its receipt of such Notice; or (ii) the breach cannot be cured within said period and the Non-Breaching Party thereafter diligently pursues its rights upon Default as defined in paragraph 7.0(d).

- (d) **Rights Upon Default.** Notwithstanding anything stated herein, upon the occurrence of any Default, the Non-Breaching Party shall be entitled to: (i) commence an action to require the Breaching Party to remedy such Default and specifically perform its duties and obligations hereunder in accordance with the terms and conditions hereof; and (ii) exercise such other rights and remedies as it may have in equity or at law.

- (e) **Force Majeure.** If either Party is rendered unable by any event of "Force Majeure" to carry out, in whole or in part, its obligations under this Short Form ICA, then, during the pendency of such Force Majeure event, but for no longer period, the obligations of the Party affected by the event (other than the obligation to make payments then due or becoming due) shall be suspended to the extent required. Force Majeure shall mean an event not anticipated as of the effective date, which is not within the reasonable control of the Party (or in the case of third party obligations or facilities, the third party) claiming suspension (the "Claiming Party"), and which, by the exercise of due diligence, the Claiming Party, or third party, is unable to overcome or avoid or cause to be avoided. Force Majeure includes, but is not limited to: (i) acts of God, fire; (ii) civil disturbance; (iii) labor dispute or shortage; (iv) sabotage; (v) action or restraint by court order or public or governmental authority (so long as the Claiming Party has not applied for or assisted in the application for, and has opposed where and to the extent reasonable, such government action); and (vi) changes in applicable laws, rules and regulations.

RIDER C (CONT'D)

**INDIVIDUAL COORDINATION AGREEMENT RIDER –
SHORT FORM FOR BROKERS/MARKETERS**

8.0 TERMINATION OF AGREEMENT

- (a) Termination. This Agreement will or may be terminated as follows:
- (i) Withdrawal of EGS from Retail Service. In the event EGS ceases to participate in or otherwise withdraws the provision of Competitive Energy Supply to Customers in the Company's Service Territory, this Short Form ICA shall terminate thirty (30) days following the date on which EGS has no more active Customers.
 - (ii) The Company's Termination Rights upon Default by EGS. In the event of a Default by EGS, the Company may terminate this Short Form ICA by providing written Notice to EGS in Default, without prejudice to any remedies at law or in equity available to the Party not in Default by reason of the Default.
- (b) Effect of Termination. Termination of this Agreement will have the same effect on EGS's Customers as EGS's discontinuance of supply to such Customers described in Section 13 of the Tariff. If a Customer of a terminated EGS has not switched to another EGS prior to termination, said Customer will receive Company's Default PLR Service pending its selection of another EGS.
- (c) Survival of Obligations. Termination of this Short Form ICA for any reason shall not relieve the Company or EGS of any obligation accrued or accruing prior to such termination.

RIDER C (CONT'D)

**INDIVIDUAL COORDINATION AGREEMENT RIDER –
SHORT FORM FOR BROKERS/MARKETERS**

9.0 ALTERNATIVE DISPUTE RESOLUTION

- (a) Informal Resolution of Disputes. The Company and EGS shall use good faith and commercially reasonable efforts to informally resolve all disputes arising out of the implementation of this Short Form ICA or the Tariff and/or the conduct of activities hereunder. EGS's point of contact at the Company for all information, operations, questions, and problems regarding obligations hereunder shall be specified in Appendix A.
- (b) Internal Dispute Resolution Procedures. Any dispute between the Parties under this Short Form ICA shall be referred to a designated senior representative of each of the impacted Parties for resolution on an informal basis as promptly as practicable. In the event the designated representatives are unable to resolve the dispute within thirty (30) days (or such other period as the parties may agree upon) such dispute, by mutual agreement, may be referred to mediation in accordance with the procedures established by the American Arbitration Association or may be submitted to arbitration and resolved in accordance with the arbitration procedures set forth below.
- (c) External Arbitration Procedures. If the amount in dispute is five hundred thousand dollars (\$500,000) or less the arbitration initiated under this Short Form ICA shall be conducted before a single neutral arbitrator appointed by the Parties. If the Parties fail to agree upon a single arbitrator within twenty (20) days of the referral of the dispute to arbitration, the Parties shall request the American Arbitration Association to appoint a single neutral arbitrator. If the amount in dispute exceeds five hundred thousand dollars (\$500,000), each Party shall choose one neutral arbitrator who shall sit on a three-member arbitration panel. The two arbitrators so chosen shall within twenty (20) days of their selection, select a third arbitrator to chair the arbitration panel. In any case, the arbitrators chosen shall be knowledgeable in electric utility matters, including electric transmission and bulk power issues, and shall not have any current or past substantial business or financial relationships with any Party to the arbitration (except prior arbitration). The arbitrator(s) shall provide each of the Parties an opportunity to be heard and, except as otherwise provided herein, shall generally conduct the arbitration in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association.

RIDER C (CONT'D)

**INDIVIDUAL COORDINATION AGREEMENT RIDER –
SHORT FORM FOR BROKERS/MARKETERS**

9.0 ALTERNATIVE DISPUTE RESOLUTION (CONT'D)

- (d) **Arbitration Decisions.** Unless otherwise agreed, the arbitrator(s) shall render a decision within ninety (90) days of their appointment and shall notify the Parties in writing of such decision and the reasons therefore. The arbitrator(s) shall be authorized only to interpret and apply the provisions of this Short Form ICA and Tariff, and shall have no power to modify or change any provisions in any manner. The decision of the arbitrator(s) shall be final and binding upon the Parties, and judgment on the award may be entered in any court of competent jurisdiction. The decision of the arbitrator(s) may be appealed solely on the grounds that the conduct of the arbitrator(s), or the decision itself, violated the standards set forth in 42 Pa. C.S. § 7301 *et seq.*
- (e) **Costs.** Each Party shall be responsible for its own costs incurred during the arbitration process and for the following costs, if applicable.
 - (i) The cost of the arbitrator chosen by the Party to sit on the three-member panel and a proportionate share of the cost of the third arbitrator chosen; or
 - (ii) A proportionate share of the cost of the single arbitrator jointly chosen by the Parties.
- (f) **Rights Under the Federal Power Act.** Nothing in this Section shall restrict the rights of any Party to file a complaint with FERC under relevant provisions of the Federal Power Act.
- (g) **Rights Under the Pennsylvania Public Utility Code.** Nothing in this Section shall restrict the rights of any Party to file a complaint with the PUC under relevant provisions of the Pennsylvania Public Utility Code, if applicable.

RIDER C (CONT'D)

**INDIVIDUAL COORDINATION AGREEMENT RIDER –
SHORT FORM FOR BROKERS/MARKETERS**

10.0 MISCELLANEOUS

- (a) No Prejudice of Rights. The failure by either Party to enforce any of the terms of this Short Form ICA or the Tariff shall not be deemed a waiver of the right of either to do so.
- (b) Gratuities to Employees. The Company's employees are strictly forbidden to demand or accept any personal compensation, or gifts, for service rendered by them while working for the Company on the Company's time.
- (c) Assignment.
 - (i) *With the exception of changes in Company's Agent(s), this Short Form ICA may not be assigned by either Party without (a) any necessary regulatory approval, and (b) the consent of the other Party, which consent shall not be unreasonably withheld.*
 - (ii) Any assignment occurring in accordance with Paragraph 10.0(c)(i) hereunder shall be binding upon, and oblige and inure to the benefit of, the successors and assigns of the Parties to this Short Form ICA.
- (d) Governing Law. To the extent not subject to the exclusive jurisdiction of the FERC, the formation, validity, interpretation, execution, amendment, and termination of this Short Form ICA shall be governed by the laws of the Commonwealth of Pennsylvania.

This Short Form ICA and the performance of the Parties' obligations hereunder are subject to and contingent upon: (i) present and future local, state and federal laws; and (ii) present and future regulations or orders of any local, state or federal regulating authority having jurisdiction over the matter set forth herein.

If at any time during the term of this Agreement the FERC, the PUC or a court of competent jurisdiction issues an order under which a Party hereto believes that its rights, interest and/or expectations under the Short Form ICA are materially affected by said order, the Party so affected shall within thirty (30) days of said final order provide the other Party with Notice setting forth in reasonable detail how said order has materially affected its rights, interests and/or expectations in the Short Form ICA. Within thirty (30) days from the date such Notice is given, the parties agree to attempt through good faith negotiations to resolve the issue. If the Parties are unable to resolve the issue within thirty (30) days from the commencement of negotiations, either Party may at the close of said thirty (30) day period terminate this Short Form ICA, subject to any applicable regulatory requirements, following an additional thirty (30) days prior written Notice to the other Party without any liability or responsibility whatsoever except for obligations arising prior to the date of service termination.

- (e) Entire Agreement. This Short Form ICA, the Tariff and any Riders hereto constitute the entire agreement between the Parties with respect to the subject matter herein, superseding any previous oral or written communications, representations, undertakings, or agreements, and shall not be amended, modified or changed, except as expressly provided herein and in writing mutually agreed upon and duly executed by the Parties.

RIDER C (CONT'D)

**INDIVIDUAL COORDINATION AGREEMENT RIDER -
SHORT FORM FOR BROKERS/MARKETERS**

IN WITNESS WHEREOF, and intending to be legally bound thereby, the Parties identified above have caused this Short Form ICA to be executed by their respective authorized officials.

American Wholesale Energy Inc.

EGS

By: _____

By:  _____

Name: _____

Name: John Huang

Title: _____

Title: Director of Procurement

Date: _____

Date: August 12, 2024

RIDER C (CONT'D)

**INDIVIDUAL COORDINATION AGREEMENT RIDER –
SHORT FORM FOR BROKERS/MARKETERS**

APPENDIX A

Notices shall be addressed to the Company and EGS as follows:

<u>Company</u>	<u>EGS</u>
<i>Billing Issues:</i> First Energy o/a Penn Power 800 Cabin Hill Dr Greensburg, PA, 15601 1-800-720-3600	<i>Billing Issues:</i> Name Greg Carey Title Chief Financial Officer EGS American Wholesale Energy Inc Street 322 North Shore Dr, Bldg B, #200 City, State, Zip Pittsburgh, PA, 15212 Tel. No. 1-855-347-0007 ext 2482 Email:greg.carey@americanwholesaleenergy.com
<i>Dispute Resolution:</i> First Energy o/a Penn Power 800 Cabin Hill Dr Greensburg, PA, 15601 1-800-720-3600	<i>Dispute Resolution:</i> Name Morley Shulman Title Director of Compliance EGS American Wholesale Energy Inc. Street 322 North Shore Dr, Bldg B, #200 City, State, Zip Pittsburgh, PA, 15212 Tel. No. 1-855-347-0007 ext 2474 Email: morley.shulman@americanwholesaleenergy.com
<i>Other Matters:</i> First Energy o/a Penn Power 800 Cabin Hill Dr Greensburg, PA, 15601 1-800-720-3600	<i>Other Matters:</i> Name Greg Carey Title Chief Financial Officer EGS American Wholesale Energy Inc Street 322 North Shore Dr, Bldg B, #200 City, State, Zip Pittsburgh, PA, 15212 Tel. No. 1-855-347-007 ext 2482 Email: greg.carey@americanwholesaleenergy.com

RIDER C

**INDIVIDUAL COORDINATION AGREEMENT RIDER –
SHORT FORM FOR BROKERS/MARKETERS**

This Short Form Individual Coordination Agreement ("Short Form ICA"), dated August 12, 2024 is entered into, by and between UGI Utilities Inc. (the "Company") and American Wholesale Energy Inc ("EGS") (individually referred to hereafter as "Party", collectively, "Parties"). Execution of this agreement is necessary to provide Competitive Energy Services within the Company's service territory pursuant to the provisions of the Electricity Generation Customer Choice and Competition Act. Pursuant to this Short Form ICA, the Company (or Company acting through its Agent(s)), agrees to provide, and the EGS agrees to have the Company provide, access to customer information pursuant to Section 5 of the Company's Electric Generation Supplier Coordination Tariff ("Tariff"). Execution of this Short Form ICA shall not entitle EGS to any other "Coordination Services" under the Tariff. EGS also agrees to otherwise abide by the terms, conditions, and requirements specified in this Short Form ICA, the Tariff and any Riders issued thereto, including any modifications subsequently enacted by the Company.

1.0 REPRESENTATIONS AND WARRANTIES

- (a) The EGS hereby represents, warrants and covenants as follows:
 - (i) The EGS is licensed by the PUC to provide Competitive Energy Supply to Customers in Pennsylvania as a broker/marketer, and has and will continue to satisfy all other PUC requirements applicable to EGSs.
 - (ii) EGS will not take title to energy on behalf of Customers.
- (b) The Company and the EGS each represent, warrant and covenant 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 any of the following: (i) the Party's charter documents, bylaws or any indenture, mortgage, other agreement or instrument; or, (ii) any statute, rule, regulation, order, judgment, or decree of any judicial or administrative body by which the Party or any of its properties is bound or subject.
 - (ii) This Short Form ICA is a valid and binding obligation of the Party, enforceable in accordance with its terms, except as those terms may be limited by applicable bankruptcy, insolvency or similar laws generally addressing creditors' rights or by general principles of equity.
- (c) The EGS shall provide Notice to the Company via email, with a copy delivered pursuant to overnight mail, of any violation of the representations, warranties and covenants in Section 1.0 of this Short Form ICA at such time that the EGS learns of any violations.

RIDER C (CONT'D)

**INDIVIDUAL COORDINATION AGREEMENT RIDER –
SHORT FORM FOR BROKERS/MARKETERS**

2.0 COMPENSATION

As consideration for Coordination Services provided by the Company, the EGS shall pay the Company those Coordination Services Charges billed to the EGS in accordance with the terms and conditions of the Tariff and this Short Form ICA.

3.0 TERM

The EGS will be given access to customer information pursuant to Section 5 of the Tariff when Company confirms that the EGS has submitted a complete registration, including the Supplemental Required Information in Appendix A. This Short Form ICA shall remain effective until terminated pursuant to Section 8.0.

4.0 NOTICES

- (a) Notices. Unless otherwise stated herein, any Notice contemplated by this Short Form ICA shall be in writing and shall be given to the other party at the addresses stated in Appendix A below. If given by email, Notice shall be deemed given on the date sent and shall be confirmed by a written copy sent by same-day or overnight delivery. If sent by same-day or overnight delivery service, Notice shall be deemed given on the day of delivery.
- (b) Addresses. Appendix A sets forth the contacts for Notices and other communications between the Company and EGS. Appendix A may be changed by either Party by transmitting a revised, dated copy to the other Party.

5.0 INCORPORATION OF TARIFF

The terms, conditions and definitions contained in the Tariff are incorporated herein by reference and made a part of this Short Form ICA. All terms used in this Short Form ICA that are not otherwise defined shall have the meaning provided in the Tariff.

RIDER C (CONT'D)

**INDIVIDUAL COORDINATION AGREEMENT RIDER –
SHORT FORM FOR BROKERS/MARKETERS**

6.0 LIABILITY

- (a) General Limitation on Liability. Neither the Company nor its Agent(s) shall have any duty or liability with respect to electric energy before it is delivered by EGS to the point of delivery on the Company's distribution system. After its receipt of electric energy and capacity at the point of delivery, the Company shall have the same duty and liability for distribution service to Customers receiving Competitive Energy Supply as to those receiving electric energy and capacity from the Company.

- (b) Limitation on Liability for Service Interruptions and Variations. Neither the Company nor its Agent(s) guarantees continuous, regular and uninterrupted supply of service. In addition to unplanned service interruptions, the Company may, without liability, interrupt or limit the supply of service for the purpose of making repairs, changes or improvements in any part of its system for the general good of the service or the safety of the public or for the purpose of preventing or limiting any actual or threatened instability or disturbance of the system. Neither the Company nor its Agent(s) is liable for any damages due to accident, strike, storm, riot, fire, flood, legal process, state or municipal interference, or any other cause beyond the Company's or its Agent(s) direct control.

- (c) Additional Limitations on Liability in Connection With Direct Access. Other than its duty to deliver electric energy and capacity, neither the Company nor its Agent(s) shall have any duty or liability to EGS providing Competitive Energy Supply arising out of, or related to, a contract or other relationship between EGS and a Customer of EGS. The Company shall implement Customer selection of EGS consistent with the Company's applicable rules and the rules of the PUC, and shall have no liability to EGS arising out of, or related to, switching EGSs, unless the Company is negligent in switching or failing to switch a Customer.

- (d) The Company's Indemnification of EGS. Subject to Paragraph 6.0(b), in the event the Company is not able to render continuous, regular and uninterrupted supply of service due to interruption or service limitations not caused by EGS, the Company shall hold the EGS harmless for any penalties, fines or other costs that the Company may incur.

RIDER C (CONT'D)

**INDIVIDUAL COORDINATION AGREEMENT RIDER –
SHORT FORM FOR BROKERS/MARKETERS**

7.0 BREACH OF COORDINATION OBLIGATIONS

- (a) Breach of Obligations. The Company or EGS shall be deemed to be in breach of its Coordination Obligations under the Short Form ICA upon its failure to observe any material term or condition of the Short Form ICA or the Tariff, including any Rider thereof.
- (b) Events of Breach. A material breach of Coordination Obligations hereunder shall include, but is not limited to, the following:
- (i) A breach of any section of the Tariff; or
 - (ii) EGS's failure to maintain license or certification as an electric generation supplier or electricity supplier from the PUC; or
 - (iii) EGS's failure to make payment to the Company of any undisputed charge in the time prescribed; or
 - (iv) The involuntary bankruptcy or insolvency of EGS, including, but not limited to, the appointment of a receiver, liquidator or trustee of EGS, or a decree by such a court adjudging EGS bankrupt or insolvent or sequestering any substantial part of its property or a petition to declare bankruptcy as to reorganize EGS; or
 - (v) EGS's filing of a voluntary petition in bankruptcy under any provision of any Federal or State bankruptcy law, or its consent to the filing of any bankruptcy or reorganization petition against it under any similar law including, without limitation, EGS's admission in writing of its inability to pay its debts generally as they become due or its consent to the appointment of a receiver, trustee or liquidator of it or of all or any part of its property; or
 - (vi) Failure to meet or comply with the EDI requirements as set forth in the Company's EDI Compliance test plan.

RIDER C (CONT'D)

**INDIVIDUAL COORDINATION AGREEMENT RIDER –
SHORT FORM FOR BROKERS/MARKETERS**

7.0 BREACH OF COORDINATION OBLIGATIONS (CONT'D)

- (c) Cure and Default. If either Party materially breaches any of its obligations under the Short Form ICA or the Tariff (hereinafter the "Breaching Party"), the other Party (hereinafter the "Non-Breaching Party") shall provide the Breaching Party a written Notice describing such breach in reasonable detail and demanding its cure. The Breaching Party shall be deemed to be in default ("Default") of its obligations under this Short Form ICA if: (i) it fails to cure its breach within thirty (30) days after its receipt of such Notice; or (ii) the breach cannot be cured within said period and the Non-Breaching Party thereafter diligently pursues its rights upon Default as defined in paragraph 7.0(d).

- (d) Rights Upon Default. Notwithstanding anything stated herein, upon the occurrence of any Default, the Non-Breaching Party shall be entitled to: (i) commence an action to require the Breaching Party to remedy such Default and specifically perform its duties and obligations hereunder in accordance with the terms and conditions hereof; and (ii) exercise such other rights and remedies as it may have in equity or at law.

- (e) Force Majeure. If either Party is rendered unable by any event of "Force Majeure" to carry out, in whole or in part, its obligations under this Short Form ICA, then, during the pendency of such Force Majeure event, but for no longer period, the obligations of the Party affected by the event (other than the obligation to make payments then due or becoming due) shall be suspended to the extent required. Force Majeure shall mean an event not anticipated as of the effective date, which is not within the reasonable control of the Party (or in the case of third party obligations or facilities, the third party) claiming suspension (the "Claiming Party"), and which, by the exercise of due diligence, the Claiming Party, or third party, is unable to overcome or avoid or cause to be avoided. Force Majeure includes, but is not limited to: (i) acts of God, fire; (ii) civil disturbance; (iii) labor dispute or shortage; (iv) sabotage; (v) action or restraint by court order or public or governmental authority (so long as the Claiming Party has not applied for or assisted in the application for, and has opposed where and to the extent reasonable, such government action); and (vi) changes in applicable laws, rules and regulations.

RIDER C (CONT'D)

**INDIVIDUAL COORDINATION AGREEMENT RIDER –
SHORT FORM FOR BROKERS/MARKETERS**

8.0 TERMINATION OF AGREEMENT

- (a) Termination. This Agreement will or may be terminated as follows:
- (i) Withdrawal of EGS from Retail Service. In the event EGS ceases to participate in or otherwise withdraws the provision of Competitive Energy Supply to Customers in the Company's Service Territory, this Short Form ICA shall terminate thirty (30) days following the date on which EGS has no more active Customers.
 - (ii) The Company's Termination Rights upon Default by EGS. In the event of a Default by EGS, the Company may terminate this Short Form ICA by providing written Notice to EGS in Default, without prejudice to any remedies at law or in equity available to the Party not in Default by reason of the Default.
- (b) Effect of Termination. Termination of this Agreement will have the same effect on EGS's Customers as EGS's discontinuance of supply to such Customers described in Section 13 of the Tariff. If a Customer of a terminated EGS has not switched to another EGS prior to termination, said Customer will receive Company's Default PLR Service pending its selection of another EGS.
- (c) Survival of Obligations. Termination of this Short Form ICA for any reason shall not relieve the Company or EGS of any obligation accrued or accruing prior to such termination.

RIDER C (CONT'D)

**INDIVIDUAL COORDINATION AGREEMENT RIDER –
SHORT FORM FOR BROKERS/MARKETERS**

9.0 ALTERNATIVE DISPUTE RESOLUTION

- (a) Informal Resolution of Disputes. The Company and EGS shall use good faith and commercially reasonable efforts to informally resolve all disputes arising out of the implementation of this Short Form ICA or the Tariff and/or the conduct of activities hereunder. EGS's point of contact at the Company for all information, operations, questions, and problems regarding obligations hereunder shall be specified in Appendix A.

- (b) Internal Dispute Resolution Procedures. Any dispute between the Parties under this Short Form ICA shall be referred to a designated senior representative of each of the impacted Parties for resolution on an informal basis as promptly as practicable. In the event the designated representatives are unable to resolve the dispute within thirty (30) days (or such other period as the parties may agree upon) such dispute, by mutual agreement, may be referred to mediation in accordance with the procedures established by the American Arbitration Association or may be submitted to arbitration and resolved in accordance with the arbitration procedures set forth below.

- (c) External Arbitration Procedures. If the amount in dispute is five hundred thousand dollars (\$500,000) or less the arbitration initiated under this Short Form ICA shall be conducted before a single neutral arbitrator appointed by the Parties. If the Parties fail to agree upon a single arbitrator within twenty (20) days of the referral of the dispute to arbitration, the Parties shall request the American Arbitration Association to appoint a single neutral arbitrator. If the amount in dispute exceeds five hundred thousand dollars (\$500,000), each Party shall choose one neutral arbitrator who shall sit on a three-member arbitration panel. The two arbitrators so chosen shall within twenty (20) days of their selection, select a third arbitrator to chair the arbitration panel. In any case, the arbitrators chosen shall be knowledgeable in electric utility matters, including electric transmission and bulk power issues, and shall not have any current or past substantial business or financial relationships with any Party to the arbitration (except prior arbitration). The arbitrator(s) shall provide each of the Parties an opportunity to be heard and, except as otherwise provided herein, shall generally conduct the arbitration in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association.

RIDER C (CONT'D)

**INDIVIDUAL COORDINATION AGREEMENT RIDER –
SHORT FORM FOR BROKERS/MARKETERS**

9.0 ALTERNATIVE DISPUTE RESOLUTION (CONT'D)

- (d) Arbitration Decisions. Unless otherwise agreed, the arbitrator(s) shall render a decision within ninety (90) days of their appointment and shall notify the Parties in writing of such decision and the reasons therefore. The arbitrator(s) shall be authorized only to interpret and apply the provisions of this Short Form ICA and Tariff, and shall have no power to modify or change any provisions in any manner. The decision of the arbitrator(s) shall be final and binding upon the Parties, and judgment on the award may be entered in any court of competent jurisdiction. The decision of the arbitrator(s) may be appealed solely on the grounds that the conduct of the arbitrator(s), or the decision itself, violated the standards set forth in 42 Pa. C.S. § 7301 *et seq.*
- (e) Costs. Each Party shall be responsible for its own costs incurred during the arbitration process and for the following costs, if applicable.
 - (i) The cost of the arbitrator chosen by the Party to sit on the three-member panel and a proportionate share of the cost of the third arbitrator chosen; or
 - (ii) A proportionate share of the cost of the single arbitrator jointly chosen by the Parties.
- (f) Rights Under the Federal Power Act. Nothing in this Section shall restrict the rights of any Party to file a complaint with FERC under relevant provisions of the Federal Power Act.
- (g) Rights Under the Pennsylvania Public Utility Code. Nothing in this Section shall restrict the rights of any Party to file a complaint with the PUC under relevant provisions of the Pennsylvania Public Utility Code, if applicable.

RIDER C (CONT'D)

**INDIVIDUAL COORDINATION AGREEMENT RIDER –
SHORT FORM FOR BROKERS/MARKETERS**

10.0 MISCELLANEOUS

- (a) No Prejudice of Rights. The failure by either Party to enforce any of the terms of this Short Form ICA or the Tariff shall not be deemed a waiver of the right of either to do so.
- (b) Gratuities to Employees. The Company's employees are strictly forbidden to demand or accept any personal compensation, or gifts, for service rendered by them while working for the Company on the Company's time.
- (c) Assignment.
 - (i) With the exception of changes in Company's Agent(s), this Short Form ICA may not be assigned by either Party without (a) any necessary regulatory approval, and (b) the consent of the other Party, which consent shall not be unreasonably withheld.
 - (ii) Any assignment occurring in accordance with Paragraph 10.0(c)(i) hereunder shall be binding upon, and oblige and inure to the benefit of, the successors and assigns of the Parties to this Short Form ICA.
- (d) Governing Law. To the extent not subject to the exclusive jurisdiction of the FERC, the formation, validity, interpretation, execution, amendment, and termination of this Short Form ICA shall be governed by the laws of the Commonwealth of Pennsylvania.

This Short Form ICA and the performance of the Parties' obligations hereunder are subject to and contingent upon: (i) present and future local, state and federal laws; and (ii) present and future regulations or orders of any local, state or federal regulating authority having jurisdiction over the matter set forth herein.

If at any time during the term of this Agreement the FERC, the PUC or a court of competent jurisdiction issues an order under which a Party hereto believes that its rights, interest and/or expectations under the Short Form ICA are materially affected by said order, the Party so affected shall within thirty (30) days of said final order provide the other Party with Notice setting forth in reasonable detail how said order has materially affected its rights, interests and/or expectations in the Short Form ICA. Within thirty (30) days from the date such Notice is given, the parties agree to attempt through good faith negotiations to resolve the issue. If the Parties are unable to resolve the issue within thirty (30) days from the commencement of negotiations, either Party may at the close of said thirty (30) day period terminate this Short Form ICA, subject to any applicable regulatory requirements, following an additional thirty (30) days prior written Notice to the other Party without any liability or responsibility whatsoever except for obligations arising prior to the date of service termination.

- (e) Entire Agreement. This Short Form ICA, the Tariff and any Riders hereto constitute the entire agreement between the Parties with respect to the subject matter herein, superseding any previous oral or written communications, representations, undertakings, or agreements, and shall not be amended, modified or changed, except as expressly provided herein and in writing mutually agreed upon and duly executed by the Parties.

RIDER C (CONT'D)

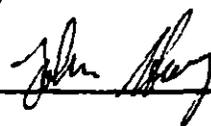
**INDIVIDUAL COORDINATION AGREEMENT RIDER -
SHORT FORM FOR BROKERS/MARKETERS**

IN WITNESS WHEREOF, and intending to be legally bound thereby, the Parties identified above have caused this Short Form ICA to be executed by their respective authorized officials.

American Wholesale Energy Inc.

EGS

By: _____

By:  _____

Name: _____

Name: John Huang

Title: _____

Title: Director of Procurement

Date: _____

Date: August 12, 2024

RIDER C (CONT'D)

**INDIVIDUAL COORDINATION AGREEMENT RIDER –
SHORT FORM FOR BROKERS/MARKETERS**

APPENDIX A

Notices shall be addressed to the Company and EGS as follows:

Company	EGS
<p>Billing Issues: UGI Utilities Inc. PO Box 858 Valley Forge, PA, 19482 610-337-1000 jmason@ugi.com</p>	<p>Billing Issues: Name Greg Carey Title Chief Financial Officer EGS American Wholesale Energy Inc Street 322 North Shore Dr, Bldg B, #200 City, State, Zip Pittsburgh, PA, 15212 Tel. No. 1-855-347-0007 ext 2482 Email:greg.carey@americanwholesaleenergy.com</p>
<p>Dispute Resolution: UGI Utilities Inc. PO Box 858 Valley Forge, PA, 19482 610-337-1000 jmason@ugi.com</p>	<p>Dispute Resolution: Name Morley Shulman Title Director of Compliance EGS American Wholesale Energy Inc. Street 322 North Shore Dr, Bldg B, #200 City, State, Zip Pittsburgh, PA, 15212 Tel. No. 1-855-347-0007 ext 2474 Email: morley.shulman@americanwholesaleenergy.com</p>
<p>Other Matters: UGI Utilities Inc. PO Box 858 Valley Forge, PA, 19482 610-337-1000 jmason@ugi.com</p>	<p>Other Matters: Name Greg Carey Title Chief Financial Officer EGS American Wholesale Energy Inc Street 322 North Shore Dr, Bldg B, #200 City, State, Zip Pittsburgh, PA, 15212 Tel. No. 1-855-347-007 ext 2482 Email: greg.carey@americanwholesaleenergy.com</p>

RIDER C

**INDIVIDUAL COORDINATION AGREEMENT RIDER –
SHORT FORM FOR BROKERS/MARKETERS**

This Short Form Individual Coordination Agreement ("Short Form ICA"), dated August 12, 2024 is entered into, by and between First Energy o/a West Penn Power (the "Company") and American Wholesale Energy Inc ("EGS") (individually referred to hereafter as "Party", collectively, "Parties"). Execution of this agreement is necessary to provide Competitive Energy Services within the Company's service territory pursuant to the provisions of the Electricity Generation Customer Choice and Competition Act. Pursuant to this Short Form ICA, the Company (or Company acting through its Agent(s)), agrees to provide, and the EGS agrees to have the Company provide, access to customer information pursuant to Section 5 of the Company's Electric Generation Supplier Coordination Tariff ("Tariff"). Execution of this Short Form ICA shall not entitle EGS to any other "Coordination Services" under the Tariff. EGS also agrees to otherwise abide by the terms, conditions, and requirements specified in this Short Form ICA, the Tariff and any Riders issued thereto, including any modifications subsequently enacted by the Company.

1.0 REPRESENTATIONS AND WARRANTIES

- (a) The EGS hereby represents, warrants and covenants as follows:
- (i) The EGS is licensed by the PUC to provide Competitive Energy Supply to Customers in Pennsylvania as a broker/marketer, and has and will continue to satisfy all other PUC requirements applicable to EGSs.
 - (ii) EGS will not take title to energy on behalf of Customers.
- (b) The Company and the EGS each represent, warrant and covenant 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 any of the following: (i) the Party's charter documents, bylaws or any indenture, mortgage, other agreement or instrument; or, (ii) any statute, rule, regulation, order, judgment, or decree of any judicial or administrative body by which the Party or any of its properties is bound or subject.
 - (ii) This Short Form ICA is a valid and binding obligation of the Party, enforceable in accordance with its terms, except as those terms may be limited by applicable bankruptcy, insolvency or similar laws generally addressing creditors' rights or by general principles of equity.
- (c) The EGS shall provide Notice to the Company via email, with a copy delivered pursuant to overnight mail, of any violation of the representations, warranties and covenants in Section 1.0 of this Short Form ICA at such time that the EGS learns of any violations.

RIDER C (CONT'D)

**INDIVIDUAL COORDINATION AGREEMENT RIDER –
SHORT FORM FOR BROKERS/MARKETERS**

2.0 COMPENSATION

As consideration for Coordination Services provided by the Company, the EGS shall pay the Company those Coordination Services Charges billed to the EGS in accordance with the terms and conditions of the Tariff and this Short Form ICA.

3.0 TERM

The EGS will be given access to customer information pursuant to Section 5 of the Tariff when Company confirms that the EGS has submitted a complete registration, including the Supplemental Required Information in Appendix A. This Short Form ICA shall remain effective until terminated pursuant to Section 8.0.

4.0 NOTICES

- (a) Notices. Unless otherwise stated herein, any Notice contemplated by this Short Form ICA shall be in writing and shall be given to the other party at the addresses stated in Appendix A below. If given by email, Notice shall be deemed given on the date sent and shall be confirmed by a written copy sent by same-day or overnight delivery. If sent by same-day or overnight delivery service, Notice shall be deemed given on the day of delivery.
- (b) Addresses. Appendix A sets forth the contacts for Notices and other communications between the Company and EGS. Appendix A may be changed by either Party by transmitting a revised, dated copy to the other Party.

5.0 INCORPORATION OF TARIFF

The terms, conditions and definitions contained in the Tariff are incorporated herein by reference and made a part of this Short Form ICA. All terms used in this Short Form ICA that are not otherwise defined shall have the meaning provided in the Tariff.

RIDER C (CONT'D)

**INDIVIDUAL COORDINATION AGREEMENT RIDER –
SHORT FORM FOR BROKERS/MARKETERS**

6.0 LIABILITY

- (a) General Limitation on Liability. Neither the Company nor its Agent(s) shall have any duty or liability with respect to electric energy before it is delivered by EGS to the point of delivery on the Company's distribution system. After its receipt of electric energy and capacity at the point of delivery, the Company shall have the same duty and liability for distribution service to Customers receiving Competitive Energy Supply as to those receiving electric energy and capacity from the Company.
- (b) Limitation on Liability for Service Interruptions and Variations. Neither the Company nor its Agent(s) guarantees continuous, regular and uninterrupted supply of service. In addition to unplanned service interruptions, the Company may, without liability, interrupt or limit the supply of service for the purpose of making repairs, changes or improvements in any part of its system for the general good of the service or the safety of the public or for the purpose of preventing or limiting any actual or threatened instability or disturbance of the system. Neither the Company nor its Agent(s) is liable for any damages due to accident, strike, storm, riot, fire, flood, legal process, state or municipal interference, or any other cause beyond the Company's or its Agent(s) direct control.
- (c) Additional Limitations on Liability in Connection With Direct Access. Other than its duty to deliver electric energy and capacity, neither the Company nor its Agent(s) shall have any duty or liability to EGS providing Competitive Energy Supply arising out of, or related to, a contract or other relationship between EGS and a Customer of EGS. The Company shall implement Customer selection of EGS consistent with the Company's applicable rules and the rules of the PUC, and shall have no liability to EGS arising out of, or related to, switching EGSs, unless the Company is negligent in switching or failing to switch a Customer.
- (d) The Company's Indemnification of EGS. Subject to Paragraph 6.0(b), in the event the Company is not able to render continuous, regular and uninterrupted supply of service due to interruption or service limitations not caused by EGS, the Company shall hold the EGS harmless for any penalties, fines or other costs that the Company may incur.

RIDER C (CONT'D)

**INDIVIDUAL COORDINATION AGREEMENT RIDER –
SHORT FORM FOR BROKERS/MARKETERS**

7.0 BREACH OF COORDINATION OBLIGATIONS

- (a) Breach of Obligations. The Company or EGS shall be deemed to be in breach of its Coordination Obligations under the Short Form ICA upon its failure to observe any material term or condition of the Short Form ICA or the Tariff, including any Rider thereof.

- (b) Events of Breach. A material breach of Coordination Obligations hereunder shall include, but is not limited to, the following:
 - (i) A breach of any section of the Tariff; or
 - (ii) EGS's failure to maintain license or certification as an electric generation supplier or electricity supplier from the PUC; or
 - (iii) EGS's failure to make payment to the Company of any undisputed charge in the time prescribed; or
 - (iv) The involuntary bankruptcy or insolvency of EGS, including, but not limited to, the appointment of a receiver, liquidator or trustee of EGS, or a decree by such a court adjudging EGS bankrupt or insolvent or sequestering any substantial part of its property or a petition to declare bankruptcy as to reorganize EGS; or
 - (v) EGS's filing of a voluntary petition in bankruptcy under any provision of any Federal or State bankruptcy law, or its consent to the filing of any bankruptcy or reorganization petition against it under any similar law including, without limitation, EGS's admission in writing of its inability to pay its debts generally as they become due or its consent to the appointment of a receiver, trustee or liquidator of it or of all or any part of its property; or
 - (vi) Failure to meet or comply with the EDI requirements as set forth in the Company's EDI Compliance test plan.

RIDER C (CONT'D)

**INDIVIDUAL COORDINATION AGREEMENT RIDER –
SHORT FORM FOR BROKERS/MARKETERS**

7.0 BREACH OF COORDINATION OBLIGATIONS (CONT'D)

- (c) Cure and Default. If either Party materially breaches any of its obligations under the Short Form ICA or the Tariff (hereinafter the "Breaching Party"), the other Party (hereinafter the "Non-Breaching Party") shall provide the Breaching Party a written Notice describing such breach in reasonable detail and demanding its cure. The Breaching Party shall be deemed to be in default ("Default") of its obligations under this Short Form ICA if: (i) it fails to cure its breach within thirty (30) days after its receipt of such Notice; or (ii) the breach cannot be cured within said period and the Non-Breaching Party thereafter diligently pursues its rights upon Default as defined in paragraph 7.0(d).

- (d) Rights Upon Default. Notwithstanding anything stated herein, upon the occurrence of any Default, the Non-Breaching Party shall be entitled to: (i) commence an action to require the Breaching Party to remedy such Default and specifically perform its duties and obligations hereunder in accordance with the terms and conditions hereof; and (ii) exercise such other rights and remedies as it may have in equity or at law.

- (e) Force Majeure. If either Party is rendered unable by any event of "Force Majeure" to carry out, in whole or in part, its obligations under this Short Form ICA, then, during the pendency of such Force Majeure event, but for no longer period, the obligations of the Party affected by the event (other than the obligation to make payments then due or becoming due) shall be suspended to the extent required. Force Majeure shall mean an event not anticipated as of the effective date, which is not within the reasonable control of the Party (or in the case of third party obligations or facilities, the third party) claiming suspension (the "Claiming Party"), and which, by the exercise of due diligence, the Claiming Party, or third party, is unable to overcome or avoid or cause to be avoided. Force Majeure includes, but is not limited to: (i) acts of God, fire; (ii) civil disturbance; (iii) labor dispute or shortage; (iv) sabotage; (v) action or restraint by court order or public or governmental authority (so long as the Claiming Party has not applied for or assisted in the application for, and has opposed where and to the extent reasonable, such government action); and (vi) changes in applicable laws, rules and regulations.

RIDER C (CONT'D)

**INDIVIDUAL COORDINATION AGREEMENT RIDER –
SHORT FORM FOR BROKERS/MARKETERS**

8.0 TERMINATION OF AGREEMENT

- (a) Termination. This Agreement will or may be terminated as follows:
- (i) Withdrawal of EGS from Retail Service. In the event EGS ceases to participate in or otherwise withdraws the provision of Competitive Energy Supply to Customers in the Company's Service Territory, this Short Form ICA shall terminate thirty (30) days following the date on which EGS has no more active Customers.
 - (ii) The Company's Termination Rights upon Default by EGS. In the event of a Default by EGS, the Company may terminate this Short Form ICA by providing written Notice to EGS in Default, without prejudice to any remedies at law or in equity available to the Party not in Default by reason of the Default.
- (b) Effect of Termination. Termination of this Agreement will have the same effect on EGS's Customers as EGS's discontinuance of supply to such Customers described in Section 13 of the Tariff. If a Customer of a terminated EGS has not switched to another EGS prior to termination, said Customer will receive Company's Default PLR Service pending its selection of another EGS.
- (c) Survival of Obligations. Termination of this Short Form ICA for any reason shall not relieve the Company or EGS of any obligation accrued or accruing prior to such termination.

RIDER C (CONT'D)

**INDIVIDUAL COORDINATION AGREEMENT RIDER –
SHORT FORM FOR BROKERS/MARKETERS**

9.0 ALTERNATIVE DISPUTE RESOLUTION

- (a) Informal Resolution of Disputes. The Company and EGS shall use good faith and commercially reasonable efforts to informally resolve all disputes arising out of the implementation of this Short Form ICA or the Tariff and/or the conduct of activities hereunder. EGS's point of contact at the Company for all information, operations, questions, and problems regarding obligations hereunder shall be specified in Appendix A.
- (b) Internal Dispute Resolution Procedures. Any dispute between the Parties under this Short Form ICA shall be referred to a designated senior representative of each of the impacted Parties for resolution on an informal basis as promptly as practicable. In the event the designated representatives are unable to resolve the dispute within thirty (30) days (or such other period as the parties may agree upon) such dispute, by mutual agreement, may be referred to mediation in accordance with the procedures established by the American Arbitration Association or may be submitted to arbitration and resolved in accordance with the arbitration procedures set forth below.
- (c) External Arbitration Procedures. If the amount in dispute is five hundred thousand dollars (\$500,000) or less the arbitration initiated under this Short Form ICA shall be conducted before a single neutral arbitrator appointed by the Parties. If the Parties fail to agree upon a single arbitrator within twenty (20) days of the referral of the dispute to arbitration, the Parties shall request the American Arbitration Association to appoint a single neutral arbitrator. If the amount in dispute exceeds five hundred thousand dollars (\$500,000), each Party shall choose one neutral arbitrator who shall sit on a three-member arbitration panel. The two arbitrators so chosen shall within twenty (20) days of their selection, select a third arbitrator to chair the arbitration panel. In any case, the arbitrators chosen shall be knowledgeable in electric utility matters, including electric transmission and bulk power issues, and shall not have any current or past substantial business or financial relationships with any Party to the arbitration (except prior arbitration). The arbitrator(s) shall provide each of the Parties an opportunity to be heard and, except as otherwise provided herein, shall generally conduct the arbitration in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association.

RIDER C (CONT'D)

**INDIVIDUAL COORDINATION AGREEMENT RIDER –
SHORT FORM FOR BROKERS/MARKETERS**

9.0 ALTERNATIVE DISPUTE RESOLUTION (CONT'D)

- (d) **Arbitration Decisions.** Unless otherwise agreed, the arbitrator(s) shall render a decision within ninety (90) days of their appointment and shall notify the Parties in writing of such decision and the reasons therefore. The arbitrator(s) shall be authorized only to interpret and apply the provisions of this Short Form ICA and Tariff, and shall have no power to modify or change any provisions in any manner. The decision of the arbitrator(s) shall be final and binding upon the Parties, and judgment on the award may be entered in any court of competent jurisdiction. The decision of the arbitrator(s) may be appealed solely on the grounds that the conduct of the arbitrator(s), or the decision itself, violated the standards set forth in 42 Pa. C.S. § 7301 *et seq.*
- (e) **Costs.** Each Party shall be responsible for its own costs incurred during the arbitration process and for the following costs, if applicable.
 - (i) The cost of the arbitrator chosen by the Party to sit on the three-member panel and a proportionate share of the cost of the third arbitrator chosen; or
 - (ii) A proportionate share of the cost of the single arbitrator jointly chosen by the Parties.
- (f) **Rights Under the Federal Power Act.** Nothing in this Section shall restrict the rights of any Party to file a complaint with FERC under relevant provisions of the Federal Power Act.
- (g) **Rights Under the Pennsylvania Public Utility Code.** Nothing in this Section shall restrict the rights of any Party to file a complaint with the PUC under relevant provisions of the Pennsylvania Public Utility Code, if applicable.

RIDER C (CONT'D)

**INDIVIDUAL COORDINATION AGREEMENT RIDER –
SHORT FORM FOR BROKERS/MARKETERS**

10.0 MISCELLANEOUS

- (a) No Prejudice of Rights. The failure by either Party to enforce any of the terms of this Short Form ICA or the Tariff shall not be deemed a waiver of the right of either to do so.
- (b) Gratuities to Employees. The Company's employees are strictly forbidden to demand or accept any personal compensation, or gifts, for service rendered by them while working for the Company on the Company's time.
- (c) Assignment.
 - (i) With the exception of changes in Company's Agent(s), this Short Form ICA may not be assigned by either Party without (a) any necessary regulatory approval, and (b) the consent of the other Party, which consent shall not be unreasonably withheld.
 - (ii) Any assignment occurring in accordance with Paragraph 10.0(c)(i) hereunder shall be binding upon, and oblige and inure to the benefit of, the successors and assigns of the Parties to this Short Form ICA.
- (d) Governing Law. To the extent not subject to the exclusive jurisdiction of the FERC, the formation, validity, interpretation, execution, amendment, and termination of this Short Form ICA shall be governed by the laws of the Commonwealth of Pennsylvania.

This Short Form ICA and the performance of the Parties' obligations hereunder are subject to and contingent upon: (i) present and future local, state and federal laws; and (ii) present and future regulations or orders of any local, state or federal regulating authority having jurisdiction over the matter set forth herein.

If at any time during the term of this Agreement the FERC, the PUC or a court of competent jurisdiction issues an order under which a Party hereto believes that its rights, interest and/or expectations under the Short Form ICA are materially affected by said order, the Party so affected shall within thirty (30) days of said final order provide the other Party with Notice setting forth in reasonable detail how said order has materially affected its rights, interests and/or expectations in the Short Form ICA. Within thirty (30) days from the date such Notice is given, the parties agree to attempt through good faith negotiations to resolve the issue. If the Parties are unable to resolve the issue within thirty (30) days from the commencement of negotiations, either Party may at the close of said thirty (30) day period terminate this Short Form ICA, subject to any applicable regulatory requirements, following an additional thirty (30) days prior written Notice to the other Party without any liability or responsibility whatsoever except for obligations arising prior to the date of service termination.

- (e) Entire Agreement. This Short Form ICA, the Tariff and any Riders hereto constitute the entire agreement between the Parties with respect to the subject matter herein, superseding any previous oral or written communications, representations, undertakings, or agreements, and shall not be amended, modified or changed, except as expressly provided herein and in writing mutually agreed upon and duly executed by the Parties.

RIDER C (CONT'D)

**INDIVIDUAL COORDINATION AGREEMENT RIDER -
SHORT FORM FOR BROKERS/MARKETERS**

IN WITNESS WHEREOF, and intending to be legally bound thereby, the Parties identified above have caused this Short Form ICA to be executed by their respective authorized officials.

American Wholesale Energy Inc.

EGS

By: _____

By:  _____

Name: _____

Name: John Huang

Title: _____

Title: Director of Procurement

Date: _____

Date: August 12, 2024

RIDER C (CONT'D)

**INDIVIDUAL COORDINATION AGREEMENT RIDER --
SHORT FORM FOR BROKERS/MARKETERS**

APPENDIX A

Notices shall be addressed to the Company and EGS as follows:

Company	EGS
<p>Billing Issues: First Energy o/a West Penn Power 800 Cabin Hill Dr Greensburg, PA, 15601 1-800-686-0024</p>	<p>Billing Issues: Name Greg Carey Title Chief Financial Officer EGS American Wholesale Energy Inc Street 322 North Shore Dr, Bldg B, #200 City, State, Zip Pittsburgh, PA, 15212 Tel. No. 1-855-347-0007 ext 2482 Email: greg.carey@americanwholesaleenergy.com</p>
<p>Dispute Resolution: First Energy o/a West Penn Power 800 Cabin Hill Dr Greensburg, PA, 15601 1-800-686-0024</p>	<p>Dispute Resolution: Name Morley Shulman Title Director of Compliance EGS American Wholesale Energy Inc. Street 322 North Shore Dr, Bldg B, #200 City, State, Zip Pittsburgh, PA, 15212 Tel. No. 1-855-347-0007 ext 2474 Email: morley.shulman@americanwholesaleenergy.com</p>
<p>Other Matters: First Energy o/a West Penn Power 800 Cabin Hill Dr Greensburg, PA, 15601 1-800-686-0024</p>	<p>Other Matters: Name Greg Carey Title Chief Financial Officer EGS American Wholesale Energy Inc Street 322 North Shore Dr, Bldg B, #200 City, State, Zip Pittsburgh, PA, 15212 Tel. No. 1-855-347-007 ext 2482 Email: greg.carey@americanwholesaleenergy.com</p>

RIDER C

**INDIVIDUAL COORDINATION AGREEMENT RIDER –
SHORT FORM FOR BROKERS/MARKETERS**

This Short Form Individual Coordination Agreement ("Short Form ICA"), dated August 12, 2024 is entered into, by and between Wellsboro Electric Company (the "Company") and American Wholesale Energy Inc ("EGS") (individually referred to hereafter as "Party", collectively, "Parties"). Execution of this agreement is necessary to provide Competitive Energy Services within the Company's service territory pursuant to the provisions of the Electricity Generation Customer Choice and Competition Act. Pursuant to this Short Form ICA, the Company (or Company acting through its Agent(s)), agrees to provide, and the EGS agrees to have the Company provide, access to customer information pursuant to Section 5 of the Company's Electric Generation Supplier Coordination Tariff ("Tariff"). Execution of this Short Form ICA shall not entitle EGS to any other "Coordination Services" under the Tariff. EGS also agrees to otherwise abide by the terms, conditions, and requirements specified in this Short Form ICA, the Tariff and any Riders issued thereto, including any modifications subsequently enacted by the Company.

1.0 REPRESENTATIONS AND WARRANTIES

- (a) The EGS hereby represents, warrants and covenants as follows:
 - (i) The EGS is licensed by the PUC to provide Competitive Energy Supply to Customers in Pennsylvania as a broker/marketer, and has and will continue to satisfy all other PUC requirements applicable to EGSs.
 - (ii) EGS will not take title to energy on behalf of Customers.
- (b) The Company and the EGS each represent, warrant and covenant 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 any of the following: (i) the Party's charter documents, bylaws or any indenture, mortgage, other agreement or instrument; or, (ii) any statute, rule, regulation, order, judgment, or decree of any judicial or administrative body by which the Party or any of its properties is bound or subject.
 - (ii) This Short Form ICA is a valid and binding obligation of the Party, enforceable in accordance with its terms, except as those terms may be limited by applicable bankruptcy, insolvency or similar laws generally addressing creditors' rights or by general principles of equity.
- (c) The EGS shall provide Notice to the Company via email, with a copy delivered pursuant to overnight mail, of any violation of the representations, warranties and covenants in Section 1.0 of this Short Form ICA at such time that the EGS learns of any violations.

RIDER C (CONT'D)

**INDIVIDUAL COORDINATION AGREEMENT RIDER –
SHORT FORM FOR BROKERS/MARKETERS**

2.0 COMPENSATION

As consideration for Coordination Services provided by the Company, the EGS shall pay the Company those Coordination Services Charges billed to the EGS in accordance with the terms and conditions of the Tariff and this Short Form ICA.

3.0 TERM

The EGS will be given access to customer information pursuant to Section 5 of the Tariff when Company confirms that the EGS has submitted a complete registration, including the Supplemental Required Information in Appendix A. This Short Form ICA shall remain effective until terminated pursuant to Section 8.0.

4.0 NOTICES

- (a) Notices. Unless otherwise stated herein, any Notice contemplated by this Short Form ICA shall be in writing and shall be given to the other party at the addresses stated in Appendix A below. If given by email, Notice shall be deemed given on the date sent and shall be confirmed by a written copy sent by same-day or overnight delivery. If sent by same-day or overnight delivery service, Notice shall be deemed given on the day of delivery.
- (b) Addresses. Appendix A sets forth the contacts for Notices and other communications between the Company and EGS. Appendix A may be changed by either Party by transmitting a revised, dated copy to the other Party.

5.0 INCORPORATION OF TARIFF

The terms, conditions and definitions contained in the Tariff are incorporated herein by reference and made a part of this Short Form ICA. All terms used in this Short Form ICA that are not otherwise defined shall have the meaning provided in the Tariff.

RIDER C (CONT'D)

**INDIVIDUAL COORDINATION AGREEMENT RIDER –
SHORT FORM FOR BROKERS/MARKETERS**

6.0 LIABILITY

- (a) General Limitation on Liability. Neither the Company nor its Agent(s) shall have any duty or liability with respect to electric energy before it is delivered by EGS to the point of delivery on the Company's distribution system. After its receipt of electric energy and capacity at the point of delivery, the Company shall have the same duty and liability for distribution service to Customers receiving Competitive Energy Supply as to those receiving electric energy and capacity from the Company.
- (b) Limitation on Liability for Service Interruptions and Variations. Neither the Company nor its Agent(s) guarantees continuous, regular and uninterrupted supply of service. In addition to unplanned service interruptions, the Company may, without liability, interrupt or limit the supply of service for the purpose of making repairs, changes or improvements in any part of its system for the general good of the service or the safety of the public or for the purpose of preventing or limiting any actual or threatened instability or disturbance of the system. Neither the Company nor its Agent(s) is liable for any damages due to accident, strike, storm, riot, fire, flood, legal process, state or municipal interference, or any other cause beyond the Company's or its Agent(s) direct control.
- (c) Additional Limitations on Liability in Connection With Direct Access. Other than its duty to deliver electric energy and capacity, neither the Company nor its Agent(s) shall have any duty or liability to EGS providing Competitive Energy Supply arising out of, or related to, a contract or other relationship between EGS and a Customer of EGS. The Company shall implement Customer selection of EGS consistent with the Company's applicable rules and the rules of the PUC, and shall have no liability to EGS arising out of, or related to, switching EGSs, unless the Company is negligent in switching or failing to switch a Customer.
- (d) The Company's Indemnification of EGS. Subject to Paragraph 6.0(b), in the event the Company is not able to render continuous, regular and uninterrupted supply of service due to interruption or service limitations not caused by EGS, the Company shall hold the EGS harmless for any penalties, fines or other costs that the Company may incur.

RIDER C (CONT'D)

**INDIVIDUAL COORDINATION AGREEMENT RIDER –
SHORT FORM FOR BROKERS/MARKETERS**

7.0 BREACH OF COORDINATION OBLIGATIONS

- (a) Breach of Obligations. The Company or EGS shall be deemed to be in breach of its Coordination Obligations under the Short Form ICA upon its failure to observe any material term or condition of the Short Form ICA or the Tariff, including any Rider thereof.
- (b) Events of Breach. A material breach of Coordination Obligations hereunder shall include, but is not limited to, the following:
 - (i) A breach of any section of the Tariff, or
 - (ii) EGS's failure to maintain license or certification as an electric generation supplier or electricity supplier from the PUC; or
 - (iii) EGS's failure to make payment to the Company of any undisputed charge in the time prescribed; or
 - (iv) The involuntary bankruptcy or insolvency of EGS, including, but not limited to, the appointment of a receiver, liquidator or trustee of EGS, or a decree by such a court adjudging EGS bankrupt or insolvent or sequestering any substantial part of its property or a petition to declare bankruptcy as to reorganize EGS; or
 - (v) EGS's filing of a voluntary petition in bankruptcy under any provision of any Federal or State bankruptcy law, or its consent to the filing of any bankruptcy or reorganization petition against it under any similar law including, without limitation, EGS's admission in writing of its inability to pay its debts generally as they become due or its consent to the appointment of a receiver, trustee or liquidator of it or of all or any part of its property; or
 - (vi) Failure to meet or comply with the EDI requirements as set forth in the Company's EDI Compliance test plan.

RIDER C (CONTD)

**INDIVIDUAL COORDINATION AGREEMENT RIDER –
SHORT FORM FOR BROKERS/MARKETERS**

7.0 BREACH OF COORDINATION OBLIGATIONS (CONTD)

- (c) **Cure and Default.** If either Party materially breaches any of its obligations under the Short Form ICA or the Tariff (hereinafter the "Breaching Party"), the other Party (hereinafter the "Non-Breaching Party") shall provide the Breaching Party a written Notice describing such breach in reasonable detail and demanding its cure. The Breaching Party shall be deemed to be in default ("Default") of its obligations under this Short Form ICA if: (i) it fails to cure its breach within thirty (30) days after its receipt of such Notice; or (ii) the breach cannot be cured within said period and the Non-Breaching Party thereafter diligently pursues its rights upon Default as defined in paragraph 7.0(d).
- (d) **Rights Upon Default.** Notwithstanding anything stated herein, upon the occurrence of any Default, the Non-Breaching Party shall be entitled to: (i) commence an action to require the Breaching Party to remedy such Default and specifically perform its duties and obligations hereunder in accordance with the terms and conditions hereof; and (ii) exercise such other rights and remedies as it may have in equity or at law.
- (e) **Force Majeure.** If either Party is rendered unable by any event of "Force Majeure" to carry out, in whole or in part, its obligations under this Short Form ICA, then, during the pendency of such Force Majeure event, but for no longer period, the obligations of the Party affected by the event (other than the obligation to make payments then due or becoming due) shall be suspended to the extent required. Force Majeure shall mean an event not anticipated as of the effective date, which is not within the reasonable control of the Party (or in the case of third party obligations or facilities, the third party) claiming suspension (the "Claiming Party"), and which, by the exercise of due diligence, the Claiming Party, or third party, is unable to overcome or avoid or cause to be avoided. Force Majeure includes, but is not limited to: (i) acts of God, fire; (ii) civil disturbance; (iii) labor dispute or shortage; (iv) sabotage; (v) action or restraint by court order or public or governmental authority (so long as the Claiming Party has not applied for or assisted in the application for, and has opposed where and to the extent reasonable, such government action); and (vi) changes in applicable laws, rules and regulations.

RIDER C (CONT'D)

**INDIVIDUAL COORDINATION AGREEMENT RIDER –
SHORT FORM FOR BROKERS/MARKETERS**

8.0 TERMINATION OF AGREEMENT

- (a) Termination. This Agreement will or may be terminated as follows:
- (i) Withdrawal of EGS from Retail Service. In the event EGS ceases to participate in or otherwise withdraws the provision of Competitive Energy Supply to Customers in the Company's Service Territory, this Short Form ICA shall terminate thirty (30) days following the date on which EGS has no more active Customers.
 - (ii) The Company's Termination Rights upon Default by EGS. In the event of a Default by EGS, the Company may terminate this Short Form ICA by providing written Notice to EGS in Default, without prejudice to any remedies at law or in equity available to the Party not in Default by reason of the Default.
- (b) Effect of Termination. Termination of this Agreement will have the same effect on EGS's Customers as EGS's discontinuance of supply to such Customers described in Section 13 of the Tariff. If a Customer of a terminated EGS has not switched to another EGS prior to termination, said Customer will receive Company's Default PLR Service pending its selection of another EGS.
- (c) Survival of Obligations. Termination of this Short Form ICA for any reason shall not relieve the Company or EGS of any obligation accrued or accruing prior to such termination.

RIDER C (CONT'D)

**INDIVIDUAL COORDINATION AGREEMENT RIDER –
SHORT FORM FOR BROKERS/MARKETERS**

9.0 ALTERNATIVE DISPUTE RESOLUTION

- (a) Informal Resolution of Disputes. The Company and EGS shall use good faith and commercially reasonable efforts to informally resolve all disputes arising out of the implementation of this Short Form ICA or the Tariff and/or the conduct of activities hereunder. EGS's point of contact at the Company for all information, operations, questions, and problems regarding obligations hereunder shall be specified in Appendix A.
- (b) Internal Dispute Resolution Procedures. Any dispute between the Parties under this Short Form ICA shall be referred to a designated senior representative of each of the impacted Parties for resolution on an informal basis as promptly as practicable. In the event the designated representatives are unable to resolve the dispute within thirty (30) days (or such other period as the parties may agree upon) such dispute, by mutual agreement, may be referred to mediation in accordance with the procedures established by the American Arbitration Association or may be submitted to arbitration and resolved in accordance with the arbitration procedures set forth below.
- (c) External Arbitration Procedures. If the amount in dispute is five hundred thousand dollars (\$500,000) or less the arbitration initiated under this Short Form ICA shall be conducted before a single neutral arbitrator appointed by the Parties. If the Parties fail to agree upon a single arbitrator within twenty (20) days of the referral of the dispute to arbitration, the Parties shall request the American Arbitration Association to appoint a single neutral arbitrator. If the amount in dispute exceeds five hundred thousand dollars (\$500,000), each Party shall choose one neutral arbitrator who shall sit on a three-member arbitration panel. The two arbitrators so chosen shall within twenty (20) days of their selection, select a third arbitrator to chair the arbitration panel. In any case, the arbitrators chosen shall be knowledgeable in electric utility matters, including electric transmission and bulk power issues, and shall not have any current or past substantial business or financial relationships with any Party to the arbitration (except prior arbitration). The arbitrator(s) shall provide each of the Parties an opportunity to be heard and, except as otherwise provided herein, shall generally conduct the arbitration in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association.

RIDER C (CONT'D)

**INDIVIDUAL COORDINATION AGREEMENT RIDER –
SHORT FORM FOR BROKERS/MARKETERS**

9.0 ALTERNATIVE DISPUTE RESOLUTION (CONT'D)

- (d) **Arbitration Decisions.** Unless otherwise agreed, the arbitrator(s) shall render a decision within ninety (90) days of their appointment and shall notify the Parties in writing of such decision and the reasons therefore. The arbitrator(s) shall be authorized only to interpret and apply the provisions of this Short Form ICA and Tariff, and shall have no power to modify or change any provisions in any manner. The decision of the arbitrator(s) shall be final and binding upon the Parties, and judgment on the award may be entered in any court of competent jurisdiction. The decision of the arbitrator(s) may be appealed solely on the grounds that the conduct of the arbitrator(s), or the decision itself, violated the standards set forth in 42 Pa. C.S. § 7301 *et seq.*
- (e) **Costs.** Each Party shall be responsible for its own costs incurred during the arbitration process and for the following costs, if applicable.
 - (i) The cost of the arbitrator chosen by the Party to sit on the three-member panel and a proportionate share of the cost of the third arbitrator chosen; or
 - (ii) A proportionate share of the cost of the single arbitrator jointly chosen by the Parties.
- (f) **Rights Under the Federal Power Act.** Nothing in this Section shall restrict the rights of any Party to file a complaint with FERC under relevant provisions of the Federal Power Act.
- (g) **Rights Under the Pennsylvania Public Utility Code.** Nothing in this Section shall restrict the rights of any Party to file a complaint with the PUC under relevant provisions of the Pennsylvania Public Utility Code, if applicable.

RIDER C (CONT'D)

**INDIVIDUAL COORDINATION AGREEMENT RIDER –
SHORT FORM FOR BROKERS/MARKETERS**

10.0 MISCELLANEOUS

- (a) No Prejudice of Rights. The failure by either Party to enforce any of the terms of this Short Form ICA or the Tariff shall not be deemed a waiver of the right of either to do so.
- (b) Gratuities to Employees. The Company's employees are strictly forbidden to demand or accept any personal compensation, or gifts, for service rendered by them while working for the Company on the Company's time.
- (c) Assignment.
 - (i) With the exception of changes in Company's Agent(s), this Short Form ICA may not be assigned by either Party without (a) any necessary regulatory approval, and (b) the consent of the other Party, which consent shall not be unreasonably withheld.
 - (ii) Any assignment occurring in accordance with Paragraph 10.0(c)(i) hereunder shall be binding upon, and oblige and inure to the benefit of, the successors and assigns of the Parties to this Short Form ICA.
- (d) Governing Law. To the extent not subject to the exclusive jurisdiction of the FERC, the formation, validity, interpretation, execution, amendment, and termination of this Short Form ICA shall be governed by the laws of the Commonwealth of Pennsylvania.

This Short Form ICA and the performance of the Parties' obligations hereunder are subject to and contingent upon: (i) present and future local, state and federal laws; and (ii) present and future regulations or orders of any local, state or federal regulating authority having jurisdiction over the matter set forth herein.

If at any time during the term of this Agreement the FERC, the PUC or a court of competent jurisdiction issues an order under which a Party hereto believes that its rights, interest and/or expectations under the Short Form ICA are materially affected by said order, the Party so affected shall within thirty (30) days of said final order provide the other Party with Notice setting forth in reasonable detail how said order has materially affected its rights, interests and/or expectations in the Short Form ICA. Within thirty (30) days from the date such Notice is given, the parties agree to attempt through good faith negotiations to resolve the issue. If the Parties are unable to resolve the issue within thirty (30) days from the commencement of negotiations, either Party may at the close of said thirty (30) day period terminate this Short Form ICA, subject to any applicable regulatory requirements, following an additional thirty (30) days prior written Notice to the other Party without any liability or responsibility whatsoever except for obligations arising prior to the date of service termination.

- (e) Entire Agreement. This Short Form ICA, the Tariff and any Riders hereto constitute the entire agreement between the Parties with respect to the subject matter herein, superseding any previous oral or written communications, representations, undertakings, or agreements, and shall not be amended, modified or changed, except as expressly provided herein and in writing mutually agreed upon and duly executed by the Parties.

Wellsboro Electric Company

RIDER C (CONT'D)

INDIVIDUAL COORDINATION AGREEMENT RIDER -
SHORT FORM FOR BROKERS/MARKETERS

IN WITNESS WHEREOF, and intending to be legally bound thereby, the Parties identified above have caused this Short Form ICA to be executed by their respective authorized officials.

Wellsboro Electric Company

American Wholesale Energy Inc.
EGS

By: _____

By:  _____

Name: _____

Name: John Huang

Title: _____

Title: Director of Procurement

Date: _____

Date: August 12, 2024

RIDER C (CONT'D)

**INDIVIDUAL COORDINATION AGREEMENT RIDER –
SHORT FORM FOR BROKERS/MARKETERS**

APPENDIX A

Notices shall be addressed to the Company and EGS as follows:

Company	EGS
<p>Billing Issues: Craig Eccher President and Chief Executive Officer Wellsboro Electric Company P.O. Box 138 33 Austin Street Wellsboro, PA 16901 Tel. No. 570-724-3516 Email: ceccher@ctenterprises.org</p>	<p>Billing Issues: Name Greg Carey Title Chief Financial Officer EGS American Wholesale Energy Inc Street 322 North Shore Dr, Bldg B, #200 City, State, Zip Pittsburgh, PA, 15212 Tel. No. 1-855-347-0007 ext 2482 Email: greg.carey@americanwholesaleenergy.com</p>
<p>Dispute Resolution: Craig Eccher President and Chief Executive Officer Wellsboro Electric Company P.O. Box 138 33 Austin Street Wellsboro, PA 16901 Tel. No. 570-724-3516 Email: ceccher@ctenterprises.org</p>	<p>Dispute Resolution: Name Morley Shulman Title Director of Compliance EGS American Wholesale Energy Inc. Street 322 North Shore Dr, Bldg B, #200 City, State, Zip Pittsburgh, PA, 15212 Tel. No. 1-855-347-0007 ext 2474 Email: morley.shulman@americanwholesaleenergy.com</p>
<p>Other Matters: Craig Eccher President and Chief Executive Officer Wellsboro Electric Company P.O. Box 138 33 Austin Street Wellsboro, PA 16901 Tel. No. 570-724-3516 Email: ceccher@ctenterprises.org</p>	<p>Other Matters: Name Greg Carey Title Chief Financial Officer EGS American Wholesale Energy Inc Street 322 North Shore Dr, Bldg B, #200 City, State, Zip Pittsburgh, PA, 15212 Tel. No. 1-855-347-007 ext 2482 Email: greg.carey@americanwholesaleenergy.com</p>

Individual Coordination Agreement Rider

1.0 This Individual Coordination Agreement ("Agreement"), dated as of August 12, 2024 is entered into, by and between PPL Electric Utilities Corporation ("PPL Electric" or the "Company") and ("EGS").

2.0 The Company agrees to supply, and the EGS agrees to have the Company supply, all "Coordination Services" specified in the Electric Generation Supplier Coordination Tariff ("EGS Coordination Tariff"), including but not limited to load forecasting, load scheduling, and reconciliation services. Both Parties agree that such services are necessary to coordinate the delivery of Competitive Energy Supply to Customers located within the Company's service territory.

3.0 Representations and Warranties.

(a) The EGS hereby represents, warrants and covenants as follows:

(i) If an EGS will utilize Sections 6-9 of this tariff, the EGS is a member of the PJM and is in compliance, and will continue to comply either directly or through the EGS's Scheduling Coordinator, with all obligations, rules and regulations, as established and interpreted by the PJM OI, that are applicable to LSEs serving Customers located in the PJM Control Area; and

(ii) The EGS is licensed by the PaPUC to provide Competitive Energy Supply to Customers in Pennsylvania and has and will continue to satisfy all other PaPUC requirements applicable to EGSs.

(b) The Company and the EGS, individually referred to hereafter as the "Party," 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.

4.0 The EGS shall provide notice to the Company via facsimile, with a copy delivered pursuant to overnight mail, at such time that the EGS learns that any of the representations, warranties, or covenants in Section 3.0 of this Agreement have been violated.

5.0 As consideration for Coordination Services provided by the Company, the EGS shall pay the Company those Coordination Services Charges billed to the EGS in accordance with the terms and conditions of the EGS Coordination Tariff.

6.0 Coordination Services between the Company and the EGS will commence on November 1, 2024.

7.0 Any notice or request made to or by either Party regarding this Agreement shall be made to the representative of the other Party as indicated below. To PPL Electric

Telephone: 610-774-9398

Facsimile: _____

Internet E-Mail: pplutiltiesupplier@pplweb.com To _____

the EGS:

American Wholesale Energy Inc.

322 North Shore Dr, Bldg B, #200
Pittsburgh, PA, 15212

Attn: Greg Carey

Title: Chief Financial Officer

Telephone: 1-855-347-0007 ext 2482

Facsimile: _____

Internet E-Mail: greg.carey@americanwholesaleenergy.com

8.0 The EGS 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 EGS Coordination Tariff.

IN WITNESS WHEREOF, and intending to be legally bound thereby, PPL Electric and the EGS identified above have caused this Agreement to be executed by their respective authorized officials.

PPL Electric Utilities Corporation

By: Name: _____ Title: _____ Date: _____

Supplier:

By: Name: John Huang Signature  Title: Director of Procurement
Date: August 12, 2024

August 1, 2023

**RIDER C
INDIVIDUAL COORDINATION AGREEMENT RIDER –
SHORT FORM FOR BROKERS/MARKETERS**

This Short Form Individual Coordination Agreement ("Short Form ICA"), dated August 12, 2024 is entered into, by and between Citizens' Electric Company of Lewisburg, PA (the "Company") and American Wholesale Energy Inc. ("EGS") (individually referred to hereafter as "Party", collectively, "Parties"). Execution of this agreement is necessary to provide Competitive Energy Services within the Company's service territory pursuant to the provisions of the Electricity Generation Customer Choice and Competition Act. Pursuant to this Short Form ICA, the Company (or Company acting through its Agent(s)), agrees to provide, and the EGS agrees to have the Company provide, access to customer information pursuant to Section 5 of the Company's Electric Generation Supplier Standard Operating Procedures ("SOP"). Execution of this Short Form ICA shall not entitle EGS to any other "Coordination Services" under the SOP. EGS also agrees to otherwise abide by the terms, conditions, and requirements specified in this Short Form ICA, the SOP and any Riders issued thereto, including any modifications subsequently enacted by the Company.

1. REPRESENTATIONS AND WARRANTIES

- (a) The EGS hereby represents, warrants, and covenants as follows:
 - (i) The EGS is licensed by the PUC to provide Competitive Energy Supply to Customers in Pennsylvania as a broker/marketer and has and will continue to satisfy all other PUC requirements applicable to EGSs.
 - (ii) EGS will not take title to energy on behalf of Customers.

- (b) The Company and the EGS hereby represent, warrant, 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 any of the following: (a) the Party's charter documents, bylaws or any indenture, mortgage, other agreement or instrument; or, (b) any statute, rule, regulation, order, judgment, or decree of any judicial or administrative body by which the Party or any of its properties is bound or subject.

RIDER C (CONT'D)
INDIVIDUAL COORDINATION AGREEMENT RIDER –
SHORT FORM FOR BROKERS/MARKETERS

1. REPRESENTATIONS AND WARRANTIES (CONT'D)

- (ii) This Short Form ICA is a valid and binding obligation of the Party, enforceable in accordance with its terms, except as those terms may be limited by applicable bankruptcy, insolvency or similar laws generally addressing creditors' rights or by general principles of equity.
- (c) The EGS shall provide Notice to the Company via email, with a copy delivered pursuant to overnight mail, of any violation of the representations, warranties and covenants in Section 1.0 of this Short Form ICA at such time that the EGS learns of any violations.

2. COMPENSATION

As consideration for Coordination Services provided by the Company, the EGS shall pay the Company those Coordination Services Charges billed to the EGS in accordance with the terms and conditions of the SOP and this Short Form ICA.

3. TERM

The EGS will be given access to customer information pursuant to Section 5 of the SOP when Company confirms that the EGS has submitted a complete registration, including the Supplemental Required Information in Appendix A. This Short Form ICA shall remain effective until terminated pursuant to Section 8.0.

4. NOTICES

- (a) Notices. Unless otherwise stated herein, any Notice contemplated by this Short Form ICA shall be in writing and shall be given to the other party at the addresses stated in Appendix A below. If given by email, Notice shall be deemed given on the date sent and shall be confirmed by a written copy sent by same-day or overnight delivery. If sent by same-day or overnight delivery service, Notice shall be deemed given on the day of delivery.
- (b) Addresses. Appendix A sets forth the contacts for Notices and other communications between the Company and EGS. Appendix A may be changed by either Party by transmitting a revised, dated copy to the other Party.

RIDER C (CONT'D)
INDIVIDUAL COORDINATION AGREEMENT RIDER –
SHORT FORM FOR BROKERS/MARKETERS

5. INCORPORATION OF SOP

The terms, conditions and definitions contained in the SOP are incorporated herein by reference and made a part of this Short Form ICA. All terms used in this Short Form ICA that are not otherwise defined shall have the meaning provided in the SOP.

6. LIABILITY

- (a) General Limitations on Liability. Neither the Company nor its Agent(s) shall have any duty or liability with respect to electric energy before it is delivered by EGS to the point of delivery on the Company's distribution system. After its receipt of electric energy and capacity at the point of delivery, the Company shall have the same duty and liability for distribution service to Customers receiving Competitive Energy Supply as to those receiving electric energy and capacity from the Company.
- (b) Limitation on Liability for Service Interruptions and Variations. Neither the Company nor its Agent(s) guarantees continuous, regular and uninterrupted supply of service. In addition to unplanned service interruptions, the Company may, without liability, interrupt or limit the supply of service for the purpose of making repairs, changes, or improvements in any part of its system for the general good of the service or the safety of the public or for the purpose of preventing or limiting any actual or threatened instability or disturbance of the system. Neither the Company nor its Agent(s) is liable for any damages due to accident, strike, storm, riot, fire, flood, legal process, state or municipal interference, or any other cause beyond the Company's or its Agent(s) direct control.
- (c) Additional Limitations on Liability in Connection With Direct Access. Other than its duty to deliver electric energy and capacity, neither the Company nor its Agent(s) shall have any duty or liability to EGS providing Competitive Energy Supply arising out of or related to a contract or other relationship between EGS and a Customer of EGS.

The Company shall implement Customer selection of EGS consistent with the Company's applicable rules and the rules of the PUC and shall have no liability to EGS arising out of or related to switching EGSS, unless the Company is negligent in switching or failing to switch a Customer.

RIDER C (CONT'D)
INDIVIDUAL COORDINATION AGREEMENT RIDER –
SHORT FORM FOR BROKERS/MARKETERS

6. LIABILITY (CONT'D)

- (d) The Company's Indemnification of EGS. Subject to Paragraph 6.0(b), in the event the Company is not able to render continuous, regular, and uninterrupted supply of service due to interruption or service limitations not caused by EGS, the Company shall hold the EGS harmless for any penalties, fines, or other costs that the Company may incur.

7. BREACH OF COORDINATION OBLIGATIONS

- (a) Breach of Obligations. The Company or EGS shall be deemed to be in breach of its Coordination Obligations under the Short Form ICA upon its failure to observe any material term or condition of the Short Form ICA or the SOP, including any Rider thereof.
- (b) Events of Breach. A material breach of Coordination Obligations hereunder shall include, but is not limited to, the following:
- (i) A breach of any section of the SOP; or
 - (ii) EGS's failure to maintain license or certification as an electric generation supplier or electricity supplier from the PUC; or
 - (iii) EGS's failure to make payment to the Company of any undisputed charge in the time prescribed; or
 - (iv) The involuntary bankruptcy or insolvency of EGS, including but not limited to, the appointment of a receiver, liquidator or trustee of EGS, or a decree by such a court adjudging EGS bankrupt or insolvent or sequestering any substantial part of its property or a petition to declare bankruptcy as to reorganize EGS; or

RIDER C (CONT'D)
INDIVIDUAL COORDINATION AGREEMENT RIDER –
SHORT FORM FOR BROKERS/MARKETERS

7. BREACH OF COORDINATION OBLIGATIONS (CONT'D)

- (v) EGS's filing of a voluntary petition in bankruptcy under any provision of any Federal or State bankruptcy law, or its consent to the filing of any bankruptcy or reorganization petition against it under any similar law including, without limitation, EGS's admission in writing of its inability to pay its debts generally as they become due or its consent to the appointment of a receiver, trustee or liquidator of it or of all or any part of its property; or
- (vi) Failure to meet or comply with the EDI requirements as set forth in the Company's EDI Compliance test plan.
- (c) Cure and Default. If either Party materially breaches any of its obligations under the Short Form ICA or the SOP (hereinafter the "Breaching Party"), the other Party (hereinafter the "Non-Breaching Party") shall provide the Breaching Party a written Notice describing such breach in reasonable detail and demanding its cure. The Breaching Party shall be deemed to be in default ("Default") of its obligations under this Short Form ICA if: (i) it fails to cure its breach within thirty (30) days after its receipt of such Notice; or (ii) the breach cannot be cured within said period and the Non-Breaching Party thereafter diligently pursues its rights upon Default as defined in paragraph 7.0(d).
- (d) Rights Upon Default. Notwithstanding anything stated herein, upon the occurrence of any Default, the Non-Breaching Party shall be entitled to (i) commence an action to require the Breaching Party to remedy such Default and specifically perform its duties and obligations hereunder in accordance with the terms and conditions hereof, and (ii) exercise such other rights and remedies as it may have in equity or at law.

RIDER C (CONT'D)
INDIVIDUAL COORDINATION AGREEMENT RIDER –
SHORT FORM FOR BROKERS/MARKETERS

7. BREACH OF COORDINATION OBLIGATIONS (CONT'D)

- (e) Force Majeure. If either Party is rendered unable by any event of "Force Majeure" to carry out, in whole or in part, its obligations under this Short Form ICA, then, during the pendency of such Force Majeure event, but for no longer period, the obligations of the Party affected by the event (other than the obligation to make payments then due or becoming due) shall be suspended to the extent required. Force Majeure shall mean an event not anticipated as of the effective date, which is not within the reasonable control of the Party (or in the case of third party obligations or facilities, the third party) claiming suspension (the "Claiming Party"), and which, by the exercise of due diligence, the Claiming Party, or third party, is unable to overcome or avoid or cause to be avoided. Force Majeure includes, but is not limited to: acts of God, fire; civil disturbance; labor dispute or shortage; sabotage; action or restraint by court order or public or governmental authority (so long as the Claiming Party has not applied for or assisted in the application for, and has opposed where and to the extent reasonable, such government action); and changes in applicable laws, rules and regulations.

8. TERMINATION OF AGREEMENT

- (a) Termination. This Agreement will or may be terminated as follows:
- (i) Withdrawal of EGS from Retail Service. In the event EGS ceases to participate in or otherwise withdraws the provision of Competitive Energy Supply to Customers in the Company's Service Territory, this Short Form ICA shall terminate thirty (30) days following the date on which EGS has no more active Customers.
- (ii) The Company's Termination Rights upon Default by EGS. In the event of a Default by EGS, the Company may terminate this Short Form ICA by providing written Notice to EGS in Default, without prejudice to any remedies at law or in equity available to the Party not in Default by reason of the Default.
- (b) Effect of Termination. Termination of this Agreement will have the same effect on EGS's Customers as EGS's discontinuance of supply to such Customers described in Section 13 of the SOP. If a Customer of a terminated EGS has not switched to another EGS prior to termination, said Customer will receive Company's Default PLR Service pending its selection of another EGS.

RIDER C (CONT'D)
INDIVIDUAL COORDINATION AGREEMENT RIDER –
SHORT FORM FOR BROKERS/MARKETERS

8. TERMINATION OF AGREEMENT (CONT'D)

- (c) Survival of Obligations. Termination of this Short Form ICA for any reason shall not relieve the Company or EGS of any obligation accrued or accruing prior to such termination.

9. ALTERNATIVE DISPUTE RESOLUTION

- (a) Informal Resolution of Disputes. The Company and EGS shall use good faith and commercially reasonable efforts to informally resolve all disputes arising out of the implementation of this Short Form ICA or the SOP and/or the conduct of activities hereunder. EGS's point of contact at the Company for all information, operations, questions, and problems regarding obligations hereunder shall be specified in Appendix A.
- (b) Internal Dispute Resolution Procedures. Any dispute between the Parties under this Short Form ICA shall be referred to a designated senior representative of each of the impacted Parties for resolution on an informal basis as promptly as practicable. In the event the designated representatives are unable to resolve the dispute within thirty (30) days (or such other period as the parties may agree upon) such dispute, by mutual agreement, may be referred to mediation in accordance with the procedures established by the American Arbitration Association or may be submitted to arbitration and resolved in accordance with the arbitration procedures set forth below.

RIDER C (CONT'D)
INDIVIDUAL COORDINATION AGREEMENT RIDER –
SHORT FORM FOR BROKERS/MARKETERS

9. ALTERNATIVE DISPUTE RESOLUTION (CONT'D)

- (c) External Arbitration Procedures. If the amount in dispute is five hundred thousand dollars (\$500,000) or less the arbitration initiated under this Short Form ICA shall be conducted before a single neutral arbitrator appointed by the Parties. If the Parties fail to agree upon a single arbitrator within twenty (20) days of the referral of the dispute to arbitration, the Parties shall request the American Arbitration Association to appoint a single neutral arbitrator. If the amount in dispute exceeds five hundred thousand dollars (\$500,000), each Party shall choose one neutral arbitrator who shall sit on a three-member arbitration panel. The two arbitrators so chosen shall within twenty (20) days of their selection, select a third arbitrator to chair the arbitration panel. In any case, the arbitrators chosen shall be knowledgeable in electric utility matters, including electric transmission and bulk power issues, and shall not have any current or past substantial business or financial relationships with any Party to the arbitration (except prior arbitration). The arbitrator(s) shall provide each of the Parties an opportunity to be heard and, except as otherwise provided herein, shall generally conduct the arbitration in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association.
- (d) Arbitration Decisions. Unless otherwise agreed, the arbitrator(s) shall render a decision within ninety (90) days of their appointment and shall notify the Parties in writing of such decision and the reasons therefore. The arbitrator(s) shall be authorized only to interpret and apply the provisions of this Short Form ICA and SOP, and shall have no power to modify or change any provisions in any manner. The decision of the arbitrator(s) shall be final and binding upon the Parties, and judgment on the award may be entered in any court of competent jurisdiction. The decision of the arbitrator(s) may be appealed solely on the grounds that the conduct of the arbitrator(s), or the decision itself, violated the standards set forth in 42 Pa. C.S. § 7301 et seq.
- (e) Costs. Each Party shall be responsible for its own costs incurred during the arbitration process and for the following costs, if applicable.
- (i) The cost of the arbitrator chosen by the Party to sit on the three member panel and a proportionate share of the cost of the third arbitrator chosen; or

RIDER C (CONT'D)
INDIVIDUAL COORDINATION AGREEMENT RIDER –
SHORT FORM FOR BROKERS/MARKETERS

9. ALTERNATIVE DISPUTE RESOLUTION (CONT'D)

- (ii) A proportionate share of the cost of the single arbitrator jointly chosen by the Parties.
- (f) Rights Under the Federal Power Act. Nothing in this Section shall restrict the rights of any Party to file a complaint with FERC under relevant provisions of the Federal Power Act.
- (g) Rights Under the Pennsylvania Public Utility Code. Nothing in this Section shall restrict the rights of any Party to file a complaint with the PUC under relevant provisions of the Pennsylvania Public Utility Code, if applicable.

10. MISCELLANEOUS

- (a) No Prejudice of Rights. The failure by either Party to enforce any of the terms of this Short Form ICA or the SOP shall not be deemed a waiver of the right of either to do so.
- (b) Gratuities to Employees. The Company's employees are strictly forbidden to demand or accept any personal compensation, or gifts, for service rendered by them while working for the Company on the Company's time.
- (c) Assignment.
 - (i) With the exception of changes in Company's Agent(s), this Short Form ICA may not be assigned by either Party without (a) any necessary regulatory approval, and (b) the consent of the other Party, which consent shall not be unreasonably withheld.
 - (ii) Any assignment occurring in accordance with Paragraph 10.0(c)(i) hereunder shall be binding upon, and oblige and inure to the benefit of, the successors and assigns of the Parties to this Short Form ICA.

RIDER C (CONT'D)
INDIVIDUAL COORDINATION AGREEMENT RIDER –
SHORT FORM FOR BROKERS/MARKETERS

10. MISCELLANEOUS (CONT'D)

- (d) Governing Law. To the extent not subject to the exclusive jurisdiction of the FERC, the formation, validity, interpretation, execution, amendment and termination of this Short Form ICA shall be governed by the laws of the Commonwealth of Pennsylvania.

This Short Form ICA and the performance of the Parties' obligations hereunder are subject to and contingent upon (i) present and future local, state and federal laws, and (ii) present and future regulations or orders of any local, state or federal regulating authority having jurisdiction over the matter set forth herein.

If at any time during the term of this Agreement the FERC, the PUC or a court of competent jurisdiction issues an order under which a Party hereto believes that its *rights, interest and/or expectations under the Short Form ICA* are materially affected by said order, the Party so affected shall within thirty (30) days of said final order provide the other Party with Notice setting forth in reasonable detail how said order has materially affected its rights, interests and/or expectations in the Short Form ICA. Within thirty (30) days from the date such Notice is given, the parties agree to attempt through good faith negotiations to resolve the issue. If the Parties are unable to resolve the issue within thirty (30) days from the commencement of negotiations, either Party may at the close of said thirty (30) day period terminate this Short Form ICA, subject to any applicable regulatory requirements, following an additional thirty (30) days prior written Notice to the other Party without any liability or responsibility whatsoever except for obligations arising prior to the date of service termination.

- (e) Entire Agreement. This Short Form ICA, the SOP and any Riders hereto constitute the entire agreement between the Parties with respect to the subject matter herein, superseding any previous oral or written communications, representations, undertakings, or agreements, and shall not be amended, modified, or changed, except as expressly provided herein and in writing mutually agreed upon and duly executed by the Parties.

**RIDER C (CONT'D)
 INDIVIDUAL COORDINATION AGREEMENT RIDER –
 SHORT FORM FOR BROKERS/MARKETERS**

APPENDIX A

Notices shall be addressed to the Company and EGS as follows:

<u>Company</u>	<u>EGS</u>
<p><i>Billing Issues:</i> Kathy Stauder Treasurer Citizens' Electric Company 1775 Industrial Blvd. Lewisburg, PA 17837 Tel. No. 570.524.2231 Email: stauderk@citizenselectric.com</p>	<p><i>Billing Issues:</i> Name: Greg Carey Title: Chief Financial Officer EGS: American Wholesale Energy Inc Street: 322 North Shore Dr, Bldg B, #200 City, State, Zip: Pittsburgh, PA, 15212 Tel. No.: 1-855-347-0007 ext 2482 Email: greg.carey@americanwholesaleenergy.com</p>
<p><i>Dispute Resolution:</i> Nathan Johnson President and Chief Executive Officer Citizens' Electric Company 1775 Industrial Blvd. Lewisburg, PA 17837 Tel. No. 570.524.2231 Email: johnsonn@citizenselectric.com</p>	<p><i>Dispute Resolution:</i> Name: Morley Shulman Title: Director of Compliance EGS: American Wholesale Energy Inc Street: 322 North Shore Dr, Bldg B, #200 City, State, Zip: Pittsburgh, PA, 15212 Tel. No.: 1-855-347-0007 ext 2474 Email: morley.shulman@americanwholesaleenergy.com</p>
<p><i>Other Matters:</i> Nathan Johnson President and Chief Executive Officer Citizens' Electric Company 1775 Industrial Blvd. Lewisburg, PA 17837 Tel. No. 570.524.2231 Email: johnsonn@citizenselectric.com</p>	<p><i>Other Matters:</i> Name: Greg Carey Title: Chief Financial Officer EGS: American Wholesale Energy Inc Street: 322 North Shore Dr, Bldg B, #200 City, State, Zip: Pittsburgh, PA, 15212 Tel. No.: 1-855-347-0007 ext 2482 Email: greg.carey@americanwholesaleenergy.com</p>

August 1, 2023

**RIDER C (CONT'D)
INDIVIDUAL COORDINATION AGREEMENT RIDER -
SHORT FORM FOR BROKERS/MARKETERS**

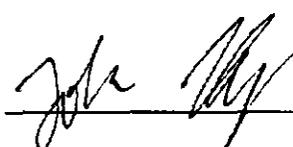
IN WITNESS WHEREOF, and intending to be legally bound thereby, the Parties identified above have caused this ICA to be executed by their respective authorized officials.

**Citizens' Electric Company
of Lewisburg, PA**

American Wholesale Energy Inc.

EGS

By: _____

By:  _____

Name: _____

Name: John Huang

Title: _____

Title: Director of Procurement

Date: _____

Date: August 12, 2024

Appendix

C

Required of ALL Applicants regardless of operating as a supplier, broker, marketer, or aggregator.

Example

CERTIFICATE OF SERVICE

On this the August day of August 2024 I certify that a true and correct copy of the foregoing application for licensing within the Commonwealth of Pennsylvania as an Electric Generation Supplier and all NON-CONFIDENTIAL attachments have been served, as either a hardcopy or a searchable PDF version on a cd-rom or a USB flash drive, upon the following:

Bureau of Investigation & Enforcement
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2 West
Harrisburg, PA 17120

Reading PA, 19612

Office of Consumer Advocate
5th Floor, Forum Place
555 Walnut Street
Harrisburg, PA 17120

Citizens' Electric Company
Attn: EGS Coordination
1775 Industrial Boulevard
Lewisburg, PA 17837

Office of the Attorney General
Bureau of Consumer Protection
Strawberry Square, 14th Floor
Harrisburg, PA 17120

Office of Small Business Advocate
Forum Place
555 Walnut Street, 1st Floor
Harrisburg, PA 17101

Department of Revenue
Bureau of Compliance
PO Box 281230
Harrisburg, PA 17128-1230

Legal Department
West Penn Power d/b/a Allegheny Power
800 Cabin Hill Drive
Greensburg, PA 15601-1689

Vice President — Energy Supply
Corning Natural Gas Holding Corporation
330 West William Street
Corning, NY 14830

Regulatory Affairs
Duquesne Light Company
411 Seventh Street, MD 16-4
Pittsburgh, PA 15219

Manager Energy Acquisition
PECO Energy Company
2301 Market Street
Philadelphia, PA 19101-8699

Legal Department
First Energy
2800 Pottsville Pike

Office of General Counsel
Attn: Kimberly A. Klock
PPL

DATE OF DEPOSIT

NOV 25 2024

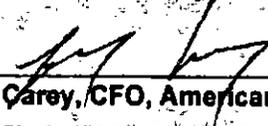
Appendix

Two North Ninth Street
(GENTW3) Allentown, PA
18101-1179

UGI Utilities, Inc.
Attn: Rates Dept. — Choice
Coordinator
11-JGI Drive
Denver, PA 17517

Wellsboro Electric Company
Attn: EGS Coordination
33 Austin Street
P. O. Box 138
Wellsboro, PA 16901

Appendix


Greg Carey, CFO, American Wholesale Energy Inc.