



AMERICAN WHOLESAL ENERGY

A-2024-3052396

DATE OF DEPOSIT

JAN 9 2025

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

January 9, 2025

Pennsylvania Public Utility Commission
400 North Street
Harrisburg, PA 17120
Attention: Rose Chiavetta, Secretary

RE: Electric Generation/Natural Gas Supplier Licenses

Ms. Chiavetta,

Enclosed are our revised gas and electricity application forms, updated to address only the deficiencies noted in your letters dated December 6, 2024.

If you have any questions or require further clarification, please do not hesitate to contact me at your earliest convenience.

Sincerely,

Morley Shulman
Director of Compliance
American Wholesale Energy
morley.shulman@americanwholesaleenergy.com
1.855.347.0007, ext. 2474

Energy Solutions for Peace of Mind

322 North Shore Drive, Building 1B, Suite 200, Pittsburgh, PA 15212 | 1.855.347.0007 | info@americanwholesaleenergy.com

americanwholesaleenergy.com

AWE_Pennsylvania_LH_20240708

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

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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

Kurt Douglas
Customer Service Manager
322 North Shore Drive
Building 1B, Suite 200
Pittsburgh, PA
15212
1-855-347-0007
Ph.: 1-855-347-0007, ext. 2458
Fax: 1-855-247-8969
Kurt.douglas@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")

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)
- X 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
322 North Shore Drive
Building 1B, Suite 200
Pittsburgh, PA
15212

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
- Small Commercial Customers - (25 kW and Under)
- Large Commercial Customers - (Over 25 kW)
- Industrial Customers
- 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 directly to residential and/or small commercial customers.** Further information may be found in the Requirements Applicable to Mixed Meter Scenarios Secretarial Letter served March 25, 2011, at Docket No. M-2009-2082042.

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
 Harrisburg, PA 17120

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

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

Please see Appendix C

- 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>

UGI:
UGI Utilities, Inc.
Attn: Rates Dept. – Choice Coordinator
1 UGI Drive
Denver, PA 17517

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

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

Please see letters attached.

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.

**Applicant: American
Wholesale Energy Inc.**

	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	

DATE OF DEPOSIT

JAN 9 2025

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

Applicant's Use

Secretary

○

A

DATE OF DEPOSIT

APPLICATION AFFIDAVIT

[Commonwealth/State] of Pennsylvania _____

JAN 9 2025

SS.

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

County of

Ontario

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;]

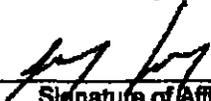
That the Applicant herein American Wholesale Energy Inc. has the burden of producing information and supporting documentation demonstrating its technical and financial fitness to be licensed as an electric generation supplier pursuant to 66 Pa.C.S. S 2809 (b) and 52 Pa. Code 5 54.37.

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 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.



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

OPERATIONS AFFIDAVIT

[Commonwealth/State] of

Pennsylvania _____

County of

Ontario

Greg Carey _____,
according to law, deposes and says that:

Affiant, being duly [sworn/affirmed]

[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, 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)

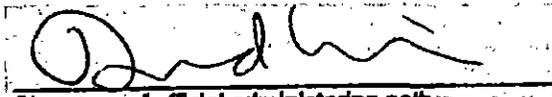
That American Wholesale Energy Inc. the Applicant herein, acknowledges that it has a statutory obligation to conform with 66 Pa.C.S. S 506, S 2807(c), S 2807(d)(2), S 2809(b) and tie standards and billing practices of 52 Pa. Code Chapter 56.

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.

i | atu of | ant
14th day of August, 2024.

Swom and subscribed before me this



Signature of official administering oath

My commission expires

Does not expire

JAN 9 2025

Appendix
A

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

APPLICATION AFFIDAVIT

[Commonwealth/State] of Pennsylvania _____

: ss.

County of

Ontario

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.

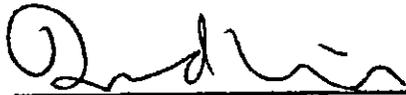
That the Applicant herein American Wholesale Energy Inc. acknowledges that it is under a duty to update information provided in answer to questions on this application and contained in supporting documents.

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.

Sign re | A ant

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



Signature of official administering oath

Appendix

DATE OF DEPOSIT

My commission expires Does not expire

JAN 9 2025

B

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

OPERATIONS AFFIDAVIT

[Commonwealth/State of Pennsylvania _____]

:ss.

County of Ontario

Greg Caray _____ 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.

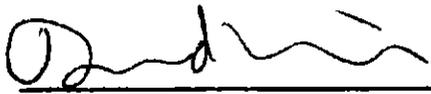
That the Applicant agrees to provide all consumer education materials and information in a timely manner as requested by the Office of Communications or other Commission bureaus. Materials and information requested may be analyzed by the Commission to meet obligations under applicable sections of the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

That the facts above set forth are true and correct 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.

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 20k I certify that a true and correct copy of the foregoing application licensing within 1 form for 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

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 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

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

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

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

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

Office of General Counsel
Attn: Kimberly A. Klock
PPL

Legal Department
First Energy
2800 Pottsville Pike

DATE OF DEPOSIT

JAN 9 2025

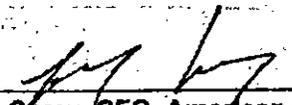
Appendix

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.

**PENNSYLVANIA DEPARTMENT OF STATE
BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS**

Docketing Statement – New Entity

DSCB:15-134A
(rev. 2/2017)



134A

1. Entity Name:

American Wholesale Energy Inc.

In the case of a foreign association which must use an alternate name to register to do business in Pennsylvania, the alternate name should be given.

2. Tax Responsible Party

Name of individual responsible for initial tax reports: Tim Mulcahy

Mailing address of individual responsible for initial tax reports:

2 Bloor Street West, Suite 2700, Toronto, Ontario, M4W 3E2, Canada

Number and street	City	State	Zip	County
-------------------	------	-------	-----	--------

3. Description of Business Activity:

Energy sales.

4. FEIN [Employer Identification Number/Federal Tax Identification Number]: 9 9 - 3 5 0 2 3 0 7

FEIN enables agencies to confirm that Commonwealth accounts are properly matched and that this request is processed without added delay. If the business entity does not currently have an FEIN, it can get a FEIN immediately by applying online at [irs.gov](http://www.irs.gov/Businesses/Small-Businesses-&Self-Employed/Employer-ID-Numbers-EINs) at the following page <http://www.irs.gov/Businesses/Small-Businesses-&Self-Employed/Employer-ID-Numbers-EINs>.

5. FYE [Tax Year or Fiscal Year End]: 0 2 / 2 8
Month / Day

A fiscal year (FY) is a period that a company or government uses for accounting purposes and preparing financial statements. For tax purposes, the Internal Revenue Service (IRS) allows companies to be either calendar-year taxpayers or fiscal-year taxpayers. Supply month and day for intended tax year end, e.g. 1/31, 2/28, 3/31, 4/30, 5/31, 6/30, 7/31, 8/31, 9/30, 10/31, 11/30 or 12/31.

DATE OF DEPOSIT

JAN 9 2025

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU



Pennsylvania Department of State
Bureau of Corporations and Charitable Organizations
PO Box 8722 | Harrisburg, PA 17105-8722
T: 717.787.1057
dos.pa.gov/BusinessCharities

July 3, 2024

Corporate Creations Network, Inc.
1001 STATE STREET #1400
ERIE, PA 16501

Entity Name: American Wholesale Energy Inc.
Entity File Date: July 3, 2024
Entity Number: 0013893374
Filing Type: Foreign Business Corporation

The Bureau of Corporations and Charitable Organizations is happy to send your filed document. The Bureau is here to serve you and we would like to thank you for doing business in Pennsylvania.

Thank you for registering with the Department of State to do business in Pennsylvania. Like many other businesses, you may have employees, sell taxable products, or provide a taxable service to consumers in Pennsylvania. Please visit www.pa100.state.pa.us to register for business taxes with the Department of Revenue and the Department of Labor and Industry. You may also visit www.Business.pa.gov to find resources for businesses through all stages of development.

Beginning in 2025, annual reports are required for all domestic filing entities, limited liability general partnerships and registered foreign associations. More information will be forthcoming from the Bureau. However, to ensure that you receive notice of how and when to make annual reports, keep all information on file with the Bureau up-to-date, particularly registered office address.

**PENNSYLVANIA DEPARTMENT OF STATE
BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS**

Pennsylvania Department of State

-FILED-

File #: 0013893374
Date Filed: 7/3/2024

Foreign Reg
DS
(re



Return document by mail to: 192469

Name _____

Address _____

City _____ State _____ Zip Code _____

Return document by email to: _____

BR2024-5282-87-83-2824 18:46 AM Received by Pennsylvania Department of State

Read all instructions prior to completing. This form may be submitted online at <https://www.corporations.pa.gov/>.

Fee: \$250 I qualify for a veteran/reservist-owned small business fee exemption (see instructions)

In compliance with the requirements of the applicable provisions of 15 Pa.C.S. § 412 (relating to foreign registration statement), the undersigned foreign association hereby states that:

1. The type of association is (check only one):

- Business Corporation
- Nonprofit Corporation
- Limited Liability Company
- Limited Partnership
- Limited Liability (General) Partnership
- Limited Liability Limited Partnership
- Business Trust
- Professional Association

2. The full and proper name of the foreign association as registered in its jurisdiction of formation is:

American Wholesale Energy Inc.

2A. If the name in 2 does not contain a required designator or if the name in 2 is not available for use in the Commonwealth, the alternate name under which the association is registering in this Commonwealth is:

3. The jurisdiction of formation is: Delaware

4. The street and mailing address of the association's principal office.

21 E State St, Suite 200, Columbus, Ohio, 43215

Number and street City State Zip

4A. The street and mailing address of the office, if any, required to be maintained by the law of the association's jurisdiction of formation in that jurisdiction:

1621 Concord Pike, Suite 201, Wilmington, Delaware, 19803

Number and street City State

PA DEPT OF STATE

JUL 03 2024

5. The (a) address of the association's proposed registered office in this Commonwealth or (b) name of its Commercial Registered Office Provider and the county of venue is:

Complete part (a) OR (b) - not both:

(a) _____
Number and street City OR State Zip County

(b) c/o: Corporate Creations Network Inc. Erie
Name of Commercial Registered Office Provider County

6. Check one of the following:

- The association may not have serics.
- The association may have one or more serics.

7. Effective date of registration of foreign association (check, and if appropriate complete, one of the following):

- The Foreign Registration Statement shall be effective upon filing in the Department of State.
- The Foreign Registration Statement shall be effective on: _____ at _____
Date (MM/DD/YYYY) Hour (if any)

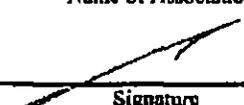
8. To be completed by Limited Liability Companies only. Check, and if appropriate complete, one of the following:

- The association is a limited liability company which is not organized to render any of the below professional service(s).
- The association is a restricted professional limited liability company organized to render one or more of the following professional service(s): (If this box is checked, one or more of the fields below must be checked.)

<input type="checkbox"/> Chiropractic	<input type="checkbox"/> Dentistry	<input type="checkbox"/> Law	<input type="checkbox"/> Medicine and surgery
<input type="checkbox"/> Optometry	<input type="checkbox"/> Osteopathic medicine and surgery	<input type="checkbox"/> Podiatric medicine	<input type="checkbox"/> Public accounting
<input type="checkbox"/> Psychology	<input type="checkbox"/> Veterinary medicine		

IN TESTIMONY WHEREOF, the undersigned association has caused this Foreign Registration Statement to be signed by a duly authorized representative thereof this 26th day of June, 2024.

American Wholesale Energy Inc.
Name of Association


Signature

Tim Mulcahy, President
Title

DATE OF DEPOSIT

JAN 9 2025

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 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.

DATE OF DEPOSIT

JAN 9 2025

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

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
Billing Issues: PECO 2301 Market St Philadelphia, PA, 19103 1-800-494-4000	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
Dispute Resolution: PECO 2301 Market St Philadelphia, PA, 19103 1-800-494-4000	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
Other Matters: PECO 2301 Market St Philadelphia, PA, 19103 1-800-494-4000	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

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.

DATE OF DEPOSIT

JAN 9 2025

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

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>

JAN 9 2025

RIDER C

PA PUBLIC UTILITY COMMISSION

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

SECRETARY'S BUREAU

This Short Form Individual Coordination Agreement ("Short Form ICA"), dated August 12, 2024 is entered into, by and between First Energy o/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 obligate 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><i>Billing Issues:</i> First Energy o/a Penn Power 800 Cabin Hill Dr Greensburg, PA, 15601 1-800-720-3600</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> First Energy o/a Penn Power 800 Cabin Hill Dr Greensburg, PA, 15601 1-800-720-3600</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> First Energy o/a Penn Power 800 Cabin Hill Dr Greensburg, PA, 15601 1-800-720-3600</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. 1-855-347-007 ext 2482 Email: greg.carey@americanwholesaleenergy.com</p>

JAN 9 2025

RIDER C

PA PUBLIC UTILITY COMMISSION

SECRETARY'S BUREAU

**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 Pike County Light & 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: Pike County Light & Power PO Box 1109 Milford, PA, 18337 1-855-855-2050</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: Pike County Light & Power PO Box 1109 Milford, PA, 18337 1-855-855-2050</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: Pike County Light & Power PO Box 1109 Milford, PA, 18337 1-855-855-2050</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>

JAN 9 2025**RIDER C**

PA PUBLIC UTILITY COMMISSION

**INDIVIDUAL COORDINATION AGREEMENT RIDER – SECRETARY'S BUREAU
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 (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.

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>

JAN 9 2025

RIDER C

PA PUBLIC UTILITY COMMISSION

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

SECRETARY'S BUREAU

This Short Form Individual Coordination Agreement ("Short Form ICA"), dated August 12, 2024 is entered into, by and between First Energy of 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 obligate 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>

JAN 9 2025

RIDER CPA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU**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 (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.

Wellsboro Electric Company

RIDER C (CONT'D)

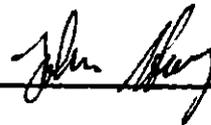
**INDIVIDUAL COORDINATION AGREEMENT RIDER -
SHORT FORM FOR BROKERS/MARKETERS**

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.

DATE OF DEPOSIT

JAN 9 2025

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

November 2023

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: 610-774-6396

Facsimile: _____

Internet E-Mail: pplutilitesupplier@ppheab.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

DATE OF DEPOSIT

JAN 9 2025

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

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.

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

**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>

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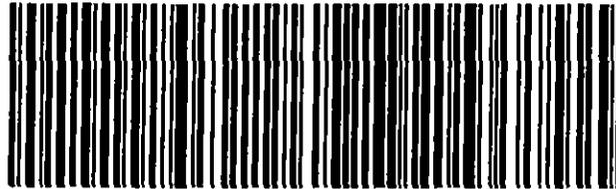


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