

Section 1. e

- a. **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.b



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: July 3, 2024
0013893374
Date: Entity Foreign Business Corporation
Number:
Filing Type:

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.pa1OD.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.

Appendix

IN TESTIMONY WHEREOF, the undersigned association has caused this Foreign Registration Statement to be signed by a duly authorized representative thereof this 28th day of June 20~~20~~ 21

American Wholesale Energy Inc.
Name of Association



Signature

Tim Mulcahy, President
Title

6.a

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 2021 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-CONFIPENTIAL 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:

**Citizens' Electric Company of Lewisburg, PA
Electric Generation Supplier Coordination
Standard Operating Procedures
Page 41**

August 1, 2023

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

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

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

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

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

Legal Department
First Energy
2800 Pottsville Pike
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

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

**Citizens' Electric Company of Lewisburg, PA
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August 1, 2023

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

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

Office of General Counsel
Attn: Kimberly A. Klock
PPL
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

6.b

**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.

Citizens' Electric Company
of Lewisburg, PA Electric
Generation Supplier
Coordination Standard
Operating Procedures

August 1,
2023

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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> |

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:

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

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

(b) The Company and the EGS, individually referred to hereafter as the "Party," each represents, warrants and covenants as follows:

(i) Each Party's performance of its obligations hereunder has been duly authorized by all necessary action on the part of the Party and does not and will not conflict with or result in a breach of the Party's charter documents or bylaws or any indenture, mortgage, other agreement or instrument, or any statute or rule, regulation, order, judgment, or decree of any judicial or administrative body to which the Party is a party or by which the Party or any of its properties is bound or subject.

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

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

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

6.0 Coordination Services between the Company and the EGS will commence on

November 1, 2024

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

Telephone: 610-774-6396

Facsimile: _____

Internet E-Mail.: _____
pplutiessupplier@pplweb.com

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

fgcsifnlle'

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. **Ti**

Date. _____

Supplier:

By: Name: **Swing** signature _____ Title:

Director of Procurement

Date: August 12, 2024

RIDERC

**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 or 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 FERG 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 1 0.0(c)(i) hereunder shall be binding upon, and oblige and inure to the benefit of, the successors and assigns of the Parties to this Short Form ICA.
- (d) Governing Law. To the extent not subject to the exclusive jurisdiction of the FERC, the formation, validity, interpretation, execution, amendment, and termination of this Short Form ICA shall be governed by the laws of the Commonwealth of Pennsylvania.

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

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

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

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

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

By: _____
Name: _____
Title: _____
Date: _____

American Wholesale Energy Inc.

EGS
.4% **A**

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

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

APPENDIX A

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

RIDER C

| 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. 322 Street 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> |

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 FERG 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 1 0.0(c)(i) hereunder shall be binding upon, and oblige and inure to the benefit of, the successors and assigns of the Parties to this Short Form ICA.
- (d) Governing Law. To the extent not subject to the exclusive jurisdiction of the FERC, the formation, validity, interpretation, execution, amendment, and termination of this Short Form ICA shall be governed by the laws of the Commonwealth of Pennsylvania.

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

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

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

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

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

By: _____
Name: _____
Title: _____
Date: _____

American Wholesale Energy Inc.

EGS
.4% **A**

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

**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:</p> <p>UGI Utilities Inc. PO Box 858 Valley Forge, PA, 19482 610-337-1000 jmason@ugi.com</p> | <p>Billing Issues:</p> <p>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:</p> <p>UGI Utilities Inc. PO Box 858 Valley Forge, PA, 19482 610-337-1000 jmason@ugi.com</p> | <p>Dispute Resolution:</p> <p>Name Morley Shulman Title Director of Compliance EGS American Wholesale Energy Inc. 322 Street 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:</p> <p>UGI Utilities Inc. PO Box 858 Valley Forge, PA, 19482 610-337-1000 jmason@ugi.com</p> | <p>Other Matters:</p> <p>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> |

- (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 FERG 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 1 0.0(c)(i) hereunder shall be binding upon, and oblige and inure to the benefit of, the successors and assigns of the Parties to this Short Form ICA.
- (d) Governing Law. To the extent not subject to the exclusive jurisdiction of the FERC, the formation, validity, interpretation, execution, amendment, and termination of this Short Form ICA shall be governed by the laws of the Commonwealth of Pennsylvania.

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

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

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

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

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

By: _____
Name: _____
Title: _____
Date: _____

American Wholesale Energy Inc.

EGS
.4% **A**

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

RIDER C (CONT'D)

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

APPENDIX A

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

| Company | EGS |
|--|--|
| <i>Billing Issues:</i> | <i>Billing Issues:</i> |
| Pike County Light & Power PO Box 1109 Milford, PA, 18337 1-855-855-2050 | 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 |

RIDER C (CONT'D)

Dispute Resolution:

Pike County Light & Power
PO Box 1109
Milford, PA, 18337
1-855-855-2050

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:

Pike County Light & Power
PO Box 1109
Milford, PA, 18337
1-855-855-2050

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

RIDERC

**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.

RIDER C (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.

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 FERG 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 1 0.0(c)(i) hereunder shall be binding upon, and oblige and inure to the benefit of, the successors and assigns of the Parties to this Short Form ICA.
- (d) Governing Law. To the extent not subject to the exclusive jurisdiction of the FERC, the formation, validity, interpretation, execution, amendment, and termination of this Short Form ICA shall be governed by the laws of the Commonwealth of Pennsylvania.

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

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

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

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

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

By: _____
Name: _____
Title: _____
Date: _____

American Wholesale Energy Inc.

EGS
.4% **A**

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

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

APPENDIX A

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

| RIDER C Company | EGS |
|--|---|
| <p>Billing Issues: First Energy o/a Penn Power 800 Cabin Hill Dr Greensburg, PA, 15601 1-800-720-3600</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 Penn Power 800 Cabin Hill Dr Greensburg, PA, 15601 1-800-720-3600</p> | <p>Dispute Resolution: Name Morley Shulman Title Director of Compliance EGS American Wholesale Energy Inc. 322 Street 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 Penn Power 800 Cabin Hill Dr Greensburg, PA, 15601 1-800-720-3600</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> |

- (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 FERG 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 1 0.0(c)(i) hereunder shall be binding upon, and oblige and inure to the benefit of, the successors and assigns of the Parties to this Short Form ICA.
- (d) Governing Law. To the extent not subject to the exclusive jurisdiction of the FERC, the formation, validity, interpretation, execution, amendment, and termination of this Short Form ICA shall be governed by the laws of the Commonwealth of Pennsylvania.

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

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

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

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

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

By: _____
Name: _____
Title: _____
Date: _____

American Wholesale Energy Inc.

EGS
.4% **A**

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

**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. 322 Street 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> |

- (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 1 0.0(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: _____

Name: _____

Title: _____

Date: _____

.4%⁴

Name: John Huang

Title: Director of Procurement

Date: August 12, 2024

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

APPENDIX A

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

| Comoanv | EGS |
|--|---|
| <p>Bitting Issues: PE 0 2301 Market St Philadelphia, PA, 19103 1-800-494-4000</p> | <p>Billing Issues: Name Greg Carey Title Chief Financial Officer EGS American Wholesale Energy Inc Street 322 North Shore Dr, Bldg B, #200 City, State, Zip Pittsburgh, PA, 15212 Tel. No. 1-855-347-0007 ext 2482 Email: greg.carey@americanwholesaleenergy.com</p> |
| <p>Dispute Resolution: PECO 2301 Market St Philadelphia, PA, 19103 1-800-494-4000</p> | <p>Dispute Resolution: Name Morley Shulman Title Director of Compliance EGS American Wholesale Energy Inc. 322 Street North Shore Dr, Bldg B, #200 City, State, Zip Pittsburgh, PA, 15212 Tel. No. 1-855-347-0007 ext 2474 Email: morley.shulman@americanwholesaleenergy.com</p> |
| <p>Other Matters: PECO 2301 Market St Philadelphia, PA, 19103 1-800-494-4000</p> | <p>Other Matters: Name Greg Carey Title Chief Financial Officer EGS American Wholesale Energy Inc Street 322 North Shore Dr, Bldg B, #200 City, State, Zip Pittsburgh, PA, 15212 Tel. No. 1-855-347-007 ext 2482 Email: greg.carey@americanwholesaleenergy.com</p> |

- (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 FERG 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 1 0.0(c)(i) hereunder shall be binding upon, and oblige and inure to the benefit of, the successors and assigns of the Parties to this Short Form ICA.
- (d) Governing Law. To the extent not subject to the exclusive jurisdiction of the FERC, the formation, validity, interpretation, execution, amendment, and termination of this Short Form ICA shall be governed by the laws of the Commonwealth of Pennsylvania.

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

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

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

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

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

By: _____
Name: _____
Title: _____
Date: _____

American Wholesale Energy Inc.

EGS
.4% **A**

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

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

APPENDIX A

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

| Company | EGS |
|--|--|
| INDIVIDUAL COORDINATION AGREEMENT RIDER | |
| <p>Billing Issues: First Energy o/a Med-Ed 2800 Pottsville Pike Reading, PA, 19605 1-800-545-7741 ME_interconnection@firstenergycorp.com</p> | <p>Billing Issues: Title Chief Financial Officer American Wholesale Energy Inc 322 North Shore Dr, Bldg B, #200 Pittsburgh, PA, 15212 Tel. No. 1-855-347-0007 ext 2482 Email: greg.carey@americanwholesaleenergy.com</p> |
| <p>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.</p> | |
| <p>Dispute Resolution: ("EGS"). First Energy o/a Med-Ed 2800 Pottsville Pike Reading, PA, 19605 1-800-545-7741 ME_interconnection@firstenergycorp.com</p> | <p>Dispute Resolution: Name Morley Shulman Title Director of Compliance American Wholesale Energy Inc. 322 North Shore Dr, Bldg B, #200 Pittsburgh, PA, 15212 Tel. No. 1-855-347-0007 ext 2474 Email: morley.shulman@americanwholesaleenergy.com</p> |
| <p>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).</p> | |
| <p>Other Matters: 3.0 First Energy o/a Med-Ed 2800 Pottsville Pike Reading, PA, 19605 1-800-545-7741 ME_interconnection@firstenergycorp.com</p> | <p>Other Matters: Name Greg Carey Title Chief Financial Officer American Wholesale Energy Inc 322 North Shore Dr, Bldg B, #200 Pittsburgh, PA, 15212 Tel. No. 1-855-347-0007 ext 2482 Email: greg.carey@americanwholesaleenergy.com</p> |
| <p>(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,</p> | |

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

(a) The EGS hereby represents, warrants and covenants as follows to hereafter as the "Party",

RIDER C (CONTD)

(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.

RIDER C (CONT'D)

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

RIDER C (CONT'D)

By: _____

Appendix

Name

American Wholesale **Energy Inc.**

A handwritten signature in black ink, appearing to read 'John Huang', is written over a horizontal line. The signature is stylized and cursive.

B,- John Huang
Name

Appendix

Title

Director of Procurement

Title

Appendix

Date

August 12, 2024

Date

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.

11. a & b

A

APPLICATION AFFIDAVIT

[Commonwealth/State of Pennsylvania _____

: ss.

Ontario

County of

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

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

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

Appendix

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.

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

[Handwritten Signature]

Signature of official administering oath

My commission expires Does not expire.

B

OPERATIONS AFFIDAVIT

[Commonwealth/State of Pennsylvania]

ss.

County of Ontario

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

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

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

Appendix

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 natural gas supply 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, acknowledges that failure to comply with any provision of Chapter 22 of the Public Utility Code or the rules, regulations, 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.

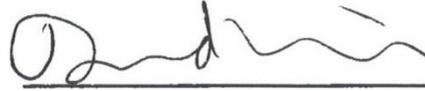
That the Applicant agrees to provide all consumer education materials and information in a timely manner as requested by the Office of Communications or other Commission bureaus. Materials and information requested may be analyzed by the Commission to meet obligations under applicable sections of the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

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

Signature of Affiant

Appendix

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



Signature of official administering oath

My commission expires Does not expire.