

Municipal Aggregation – Ohio Electric Terms and Conditions	
Electric Distribution Utility ("EDU")	Ohio Power Company
Default Product	Fixed Price
Default Price and Term	9.45 cents (\$0.0945) per kWh through your December 2026 meter read
Optional Opt-In Product	None
Optional Opt-In Price and Term	None
Cancellation or Early Termination Fee	None

These Terms and Conditions apply to you because you are enrolling for electric generation service with Dynegy Energy Services (East), LLC ("Dynegy") through either (a) affirmative consent or (b) not opting out of your community electric aggregation program with Dynegy (the "Program"). If you enroll by affirmative consent, these Terms and Conditions are your Agreement ("Agreement"). If you choose to remain in the Program by not "opting-out" or exercising the right of rescission, these Terms and Conditions and your opt-out notification are your Agreement. Please keep a copy of this Agreement for your records.

Dynegy is certified by the Public Utilities Commission of Ohio ("PUCO") to offer and supply electric generation services in Ohio. As a Competitive Retail Electric Service ("CRES") provider, Dynegy will supply the electric generation to your Electric Distribution Utility ("EDU") based on your usage. Your EDU then distributes or delivers the electricity to you. Dynegy sets the electric generation service price that the customers pay. Generation prices are the charge for the production of electricity. The Federal Energy Regulatory Commission regulates transmission prices and services which are charges for moving high voltage electricity from a generation facility to the distribution lines of the EDU. The PUCO regulates distribution prices and services which are the basic service for delivering electricity over a distribution system to a customer from the transmission system.

Eligibility: Only residential and small commercial customer accounts with service addresses located within the geographic boundaries of the community or participating communities as defined by the Program master agreement may enroll in this offer. The following customer accounts are not eligible for this offer: (1) accounts with service addresses outside the geographic boundaries of the Program (2) accounts enrolled in the Percentage of Income Plan Program ("PIPP") (3) mercantile accounts with usage greater than 700,000 kWh per year or 100kW monthly demand, or (4) national accounts involving multiple facilities in one or more states. Accounts under contract or shopping with another CRES provider are not eligible for automatic inclusion in the aggregation Program but may enroll by affirmative consent. Dynegy reserves the right to refuse Program enrollment to any account with an outstanding balance and such accounts may be excluded from automatic inclusion in the Program. If you enroll by affirmative consent, you are responsible for providing Dynegy with accurate account information and attesting to the account's eligibility for the Program. If said information is incorrect, Dynegy reserves the right to reprice the applicable account(s) or terminate the Agreement. EDU tariffs under which you are served, including your EDU rate code and the EDU-provided aggregation lists are subject to change over time. You understand that the EDU is responsible for creating the aggregation list, which may not always be accurate. You understand it is your responsibility to ensure the EDU's records reflect your accurate service and billing addresses. If any account does not meet these eligibility requirements or is deemed ineligible after enrollment, even if previously served in the Program, Dynegy reserves the right to terminate this Agreement and take the necessary action to return you to your EDU's standard service offer. Prior participation in the Program does not constitute future eligibility. If your account information matches an account that was added to the PUCO's Do Not Aggregate list at least 60-days prior to the date of an opt-out mailing, your account will be excluded from the opt-out mailing and will be removed at renewal or at periodic points required by the PUCO. If you opt-out or otherwise leave the Program, you may opt back in but Dynegy reserves the right to charge a different rate.

Price: During the length of this Agreement, you agree to pay Dynegy the price specified in the table above for either the Default Product, or if selected, an Optional Opt-In Product for retail electric service ("Service"). Dynegy's price does not include any applicable taxes, fees, or charges related to distribution services from the EDU. Your price may include a fee assessed by an agent, broker, or consultant representing your community. Dynegy reserves the right to lower the price due to a change in market conditions and may do so without your consent provided there are no other changes to the terms and conditions of this Agreement.

Term: As a part of this Program, your Service from Dynegy will commence with the next available meter reading after processing of the enrollment by your EDU, which may take 1-2 bill cycles depending on your meter-read and will continue through the term length specified in the table above (the "Term"). An explicit contract start is not defined by this Agreement. This Agreement does not automatically renew. Automatic inclusion in any subsequent renewal of the community program is not guaranteed per the eligibility requirements outlined under the Eligibility section of this Agreement. The Program may be terminated prior to the Term end pursuant to the terms of the master agreement between Dynegy and the community. Should the Program be terminated, you will be returned to your EDU's standard service offer or its successor. If the Term exceeds 36 months for the current Program term as defined by the master agreement between Dynegy and the community, at least every three (3) years you will be given notice of your opportunity to opt-out of the Program at no cost. Should you choose to opt-out of the Program, you will be returned to your EDU's standard service offer established pursuant to section 4928.14 of the Ohio Revised Code ("ORC") unless you choose an alternate supplier of electricity.

Right of Rescission: If you do not opt-out or you give your affirmative consent and are enrolled to receive generation service from Dynegy, your EDU will send you a confirmation letter. You have the right to rescind your enrollment within seven (7) calendar days following the postmark date of the confirmation letter by contacting the EDU by telephone or in writing as described in the letter, and your EDU will provide you with a cancellation number to confirm your cancellation. The right of rescission only applies when a customer switches to a generation supplier and not on renewal enrollments. Your EDU will not send a confirmation notice upon any renewal of this Agreement.

Billing: You will receive a monthly consolidated bill from your EDU for both your Dynegy and EDU charges. If you do not pay your bill by the due date, Dynegy may cancel this Agreement after giving you a minimum of fourteen (14) days written notice. Upon cancellation you will be returned to your EDU's standard service offer. You will remain responsible to pay Dynegy for any electricity used before this Agreement ends, as well as any late payment charges, if applicable. Dynegy does not charge you switching fees. Your EDU may charge you switching fees. Dynegy reserves the right to convert you from consolidated billing to dual billing if such a conversion will facilitate more timely billing, collections, and/or payment. Furthermore, your failure to pay EDU charges may result in your electric service being disconnected in accordance with the EDU tariff. You have the right to request from Dynegy, twice within a twelve (12) month period, up to twenty-four (24) months of payment history, without charge. Dynegy does not offer budget billing for all aggregation programs or EDU service territories, but you may contact your EDU to enroll in your EDU's budget billing program if applicable. If you have 10 months of billing history in AES Ohio and AEP Ohio service territories, you are eligible to request budget billing for your electric generation service with Dynegy. If you do not meet Dynegy's minimum eligibility requirements you won't be able to participate in a budget billing plan with Dynegy and your EDU may not budget the generation portion of your bill. Your budget billing plan with Dynegy will be established for a 12-month period. At the end of the 12-month period, Agreement expiration, or early termination of this Agreement, you are responsible for payment of the budget bill balance upon final contract true up. Dynegy reserves the right to adjust your monthly budget amount prior to final contract true up. If you do not pay the full amount owed Dynegy by the due date of the bill, Dynegy reserves the right to charge a 1.5% per month late payment fee.

Customer Cancellation or Early Termination: You may terminate this Agreement at any time, for any reason, without termination fees or penalties. In the event the Program is terminated through the Eligibility, Force Majeure or Regulatory Out provisions described herein; you will be returned to your EDU's standard service offer. If Dynegy terminates this Agreement under this provision, you will not be responsible for any cancellation or early termination fee. You must still pay all Dynegy charges through the date you are returned to your EDU or switched to another CRES provider for service. Upon termination with Dynegy and return to standard service offer with your EDU, you may not be served under the same rates, terms, and conditions that apply to other EDU customers.