

April 8, 2021

<First> <Last> or Current Resident

<Mailing Address>

<Mailing City>, <Mailing State> <Mailing Zip>

IMPORTANT INFORMATION FROM  
THE CITY OF COLUMBUS AND AEP ENERGY  
REGARDING YOUR ELECTRICITY SERVICE AT

<S ADDRESS>

Dear <First> <Last>:

The City of Columbus is excited to announce the fulfillment of Mayor Andrew J. Ginther’s commitment to providing 100% clean energy to our residents and small businesses through Community Choice Aggregation. On November 3, 2020, City of Columbus voters overwhelmingly approved a ballot initiative authorizing the City to aggregate retail electric load for residents and small businesses to support local clean energy generation and a sustainable economy. AEP Energy was selected through a competitive bidding process to supply 100% local Ohio-based clean energy to eligible residents and small businesses through the Columbus Community Choice Aggregation Program.

### HOW DOES THE COLUMBUS COMMUNITY CHOICE AGGREGATION PROGRAM WORK?

AEP Energy will supply the Columbus Community Choice Aggregation Program from the June 2021 through the May 2034 meter-read cycles. Program participants will receive a 100% clean energy supply price of 5.499 cents per kilowatt-hour (kWh) for the initial 12 months.<sup>1</sup> *Your 100% clean energy supply price will be reset each June for the remainder of the term ensuring that you benefit by receiving a competitive price.* Pricing resets are based on different factors, which include applicable industry charges, wholesale market conditions, AEP Ohio’s price to compare and electricity supply sources. The FAQs and Terms and Conditions accompany this letter and can provide answers to some common questions on aggregations.

You will continue to receive one monthly bill from your local electric utility, AEP Ohio. Your billing and level of service will remain the same. AEP Ohio will continue to be responsible for outage reporting, emergencies and maintenance issues. There are no fees to enroll, nor any cancellation fees should you choose to leave the Program. The term of this agreement will continue up to your June 2024 meter read date. At least every three years, AEP Energy will provide you notice of your ongoing right to opt out, rejoin or remain in the Columbus Community Choice Aggregation Program. To obtain annual price changes beginning in June, please visit [www.cleanenergycolumbus.org](http://www.cleanenergycolumbus.org) or [www.AEPenergy.com/CBUS](http://www.AEPenergy.com/CBUS).

### HOW DO I CHOOSE TO PARTICIPATE IN THE COLUMBUS COMMUNITY CHOICE AGGREGATION PROGRAM?

You do not need to do anything if you choose to participate. You will automatically be enrolled in the Columbus Community Choice Aggregation Program unless you choose to opt out. If you do not opt out of the Columbus Community Choice Aggregation Program, you will be deemed to have authorized and agreed to your enrollment in the City’s Program and to have your electric supply service switched to AEP Energy under the enclosed Terms and Conditions. You may choose to leave the Program at any time, without penalty, and will not be charged a cancellation fee.

If you do not wish to participate in this Program, you must opt out by April 29, 2021. There are two ways to opt out:

 Call the AEP Energy Customer Care Team toll free at 1-888-307-0264 Monday - Friday from 8 a.m. to 7 p.m. & Saturday from 9 a.m. to 1 p.m. EST

 Complete the Electric Aggregation Opt Out Election Form below and mail it to AEP Energy, Attn: Columbus Community Choice Aggregation Program, PO Box 189, Baden, PA 15005-0189

Respectfully,



Andrew J. Ginther  
Mayor, City of Columbus



Scott D. Slisher  
Chief Solutions Officer, AEP Energy

AEP Energy is a competitive retail electric service provider and an affiliate of Ohio Power Company (AEP Ohio). AEP Energy is not soliciting on behalf of and is not an agent of AEP Ohio.



### THE COLUMBUS COMMUNITY CHOICE AGGREGATION PROGRAM OPT OUT ELECTION FORM

Please print clearly.

<First> <Last>

<Service Address>

<Service City>, <Service State> <Service Zip>

Account Holder’s Name: (Print)

\_\_\_\_\_

Account Number: <Account Number>

<QR Code>

I elect not to participate in the Columbus Community Choice Aggregation Program with AEP Energy. Customer Code:<Customer Code>

Account Holder’s Signature:

\_\_\_\_\_

Phone: (\_\_\_\_\_)\_\_\_\_\_

Date: \_\_\_\_\_

Email Address:

\_\_\_\_\_

IMPORTANT NOTICE: By returning this signed form, I affirmatively elect NOT to participate in the Columbus Community Choice Aggregation Program. By electing not to participate, I understand from the accompanying materials that I will forego the benefits of this program. I understand that if I choose to opt out of the Columbus Community Choice Aggregation Program, I must complete this form and mail it to AEP Energy or call AEP Energy toll free at 1-888-307-0264, to opt out no later than April 29, 2021. If this form is not postmarked or I do not call by the specified date, I understand that I will be automatically enrolled in the Columbus Community Choice Aggregation Program. I assume all responsibility to send the Opt Out Election Form or to call AEP Energy.

Complete form and mail to:  
AEP Energy  
Attn: Columbus Community Choice Aggregation Program  
PO Box 189  
Baden, PA 15005-0189

This form must be postmarked no later than April 29, 2021 for your opt out to be effective.

## FREQUENTLY ASKED QUESTIONS

**What is the Columbus Community Choice Aggregation Program?** On November 3, 2020, City of Columbus voters overwhelmingly approved a ballot initiative authorizing the City to aggregate the retail electric for residents and small businesses to support local clean energy generation and a sustainable economy. AEP Energy was selected through a competitive bidding process to supply 100% local clean energy to eligible residents and small businesses through the Columbus Community Choice Aggregation Program.

**Who is AEP Energy?** AEP Energy is a certified Competitive Retail Electric Service (CRES) provider and a subsidiary of American Electric Power Company, Inc. (AEP). With an office located in Columbus, Ohio, AEP Energy provides electricity supply to customers at market-based prices rather than regulated rates offered by your local utility.

**How do I enroll?** All eligible customers will be automatically included in the Columbus Community Choice Aggregation Program unless you choose to opt out. If you opt out, you will continue to be served by your local electric utility's standard service offer or until you choose an alternative electric service provider. However, if you do not respond to this letter, the local utility will complete the enrollment process. As part of the enrollment, you will also receive a notice from your local utility, AEP Ohio, confirming your decision to enroll with AEP Energy. Simply review the letter - if you are pleased with the Columbus Community Choice Aggregation Program, simply ignore that letter. No deposits are required to enroll.

**When will this program start?** The Columbus Community Choice Aggregation Program will begin with the June 2021 meter-read date.

**What is my price?** You will receive a 100% clean energy supply price of 5.499 cents per kWh for the initial twelve months of the Columbus Community Choice Aggregation Program. Future pricing will be determined every June for the remainder of the term. Please visit [www.cleanenergycolumbus.org](http://www.cleanenergycolumbus.org) or [www.AEPenergy.com/CBUS](http://www.AEPenergy.com/CBUS) to obtain annual pricing.

**Where do I send payment?** You will continue to receive one bill each month from your local utility. The amount that you owe to AEP Energy will be stated separately on your bill and you will continue to send payments to your local utility only.

**Is net metering available?** Net metering is available to Community Choice Aggregation Program participants. If you have onsite generation located on your premise and meet all the eligibility requirements, you can qualify for net metering in the Columbus Community Choice Aggregation Program. Please refer to the Terms and Conditions for additional information about the net metering program and credit calculations.

**Is budget billing available?** A Budget Billing Plan is available for AEP Energy's charges (Generation charges) for residential customers only. The Budget Billing Plan levels your monthly payments to even out the seasonal highs and lows of your monthly bills. You'll have more certainty and can better manage your electricity expenses. Please visit [www.AEPenergy.com](http://www.AEPenergy.com) for more information. Your local utility may also offer a Budget Billing Plan for all other charges not related to AEP Energy's charges.

**Can I cancel at any time?** Yes, you may cancel without penalty and switch to another provider or revert back to the local utility. Should you cancel your service with AEP Energy and return to standard offer service with your local utility, you may not be served under the same rates, terms and conditions that apply to other utility customers. At least every three years, AEP Energy will provide you notice of your ongoing right to opt out, rejoin or remain in the Columbus Community Choice Aggregation Program.

**What happens at the end of the program?** As the program draws to a close, the City can choose to seek bids from electricity providers in order to negotiate a new contract on behalf of eligible residents and small businesses.

**If I opt out initially, can I choose to join the program at a later date?** Yes, if you opt out initially and change your mind later on, you may join by calling AEP Energy at 1-888-307-0264 or by visiting [AEPenergy.com/CBUS](http://AEPenergy.com/CBUS).

**What happens if I move?** If you move to another eligible location within the incorporated limits of the City of Columbus, you will be able to elect to continue participating in the program. If you leave the incorporated limits of the City of Columbus, you will no longer be eligible to participate in the Columbus Community Choice Aggregation Program. Additional details can be found in the Terms and Conditions that accompany this letter.

**What is considered a small commercial business?** Any eligible small business located in the community that uses less than 700,000 kWh annually can participate in the Electric Aggregation Program because they are considered to be a non-mercantile customer as defined by Ohio Administrative Code.

**Where is my clean energy coming from?** The City of Columbus Community Choice Aggregation Program supports local Ohio-based clean energy generation. Clean energy for this Program will initially be sourced through Renewable Energy Certificates (RECs) while a portfolio of new Ohio-based utility scale clean energy projects are constructed to fulfill the goals of the Columbus Community Choice Aggregation Program. Clean energy refers to energy produced from renewable and carbon-free sources that emit little-to-no greenhouse gas emissions, including solar, wind, hydropower, geothermal, waste heat, nuclear and biomass fuel energy.

Unless you affirmatively opt out by April 29, 2021, you will be automatically enrolled if you: a) have an eligible residence or business located in the specified city receiving electric service from AEP Ohio or AEP Energy (in the AEP Ohio service territory) and b) are not enrolled in the PIPP program. Participation in the program is subject to the Terms & Conditions of the Agreement between the City and AEP Energy. <sup>1</sup>AEP Energy's price excludes utility distribution and transmission charges and other utility charges and fees. There is no guarantee of savings under the Aggregation Program. You may terminate your agreement early without penalty. For more information, call toll free 1-888-307-0264, write to: AEP Energy, PO Box 189, Baden, PA 15005-0189, or visit [AEPenergy.com](http://AEPenergy.com).

If you have any additional questions, please contact the  
AEP Energy Customer Care Team toll free at **1-888-307-0264**,

Monday – Friday from  
8 a.m. to 7 p.m. and  
Saturday from 9 a.m. to 1 p.m. EST



94% Overall Customer  
Satisfaction Rating



An Accredited  
Member Since 2009



Over 100 Years of  
Industry Experience



**RESIDENTIAL & SMALL COMMERCIAL  
TERMS & CONDITIONS (“Agreement”)  
Variable Price**

TERM	GENERATION SERVICE CHARGES	CANCELLATION FEE	CONTRACT RENEWAL
<p>AEP Energy will supply the City of Columbus governmental aggregation program from the June 2021 through the May 2034 meter read cycles.</p> <p>The term of this Agreement will continue up to your June 2024 meter read date (“Term”), as at least every three (3) years, you will be given the opportunity to “opt-out” of the Program at no cost.</p>	<p>Product is <b>Variable</b>. See Sections 2 and 17 for details. <b>Residential &amp; Small Commercial Customers: <u>Beginning with your June 2021 meter read date and continuing twelve (12) months to your June 2022 meter read date, 5.499¢ per kWh</u></b> for Generation Service and renewable energy certificates (RECs). Price excludes taxes, utility Distribution Service charges, Transmission Service and other Non-bypassable utility charges and fees. At and after your June 2022 meter read date, the Governmental Aggregator will publish or otherwise make available to you (via its website notification) the applicable price with respect to the relevant period.</p>	<p>You may cancel at any time during the Term without penalty. See <b>Section 6</b> for details.</p>	<p>Your Agreement will terminate after Term. <b>See Section 8 for details.</b></p>

**TERMS AND CONDITIONS:** These Terms and Conditions (this “Agreement”) are your agreement for Generation Service with AEP Energy, Inc. (“AEP Energy”). Please keep a copy of this Agreement for your records. AEP Energy is certified by the Public Utilities Commission of Ohio (“PUCO”) to offer and supply Generation Service in Ohio. As a Competitive Retail Electric Service (“CRES”) provider, AEP Energy will supply the Generation Service to the interconnection (the “Delivery Point”) of your local electric public utility or any successor entity that distributes electricity to you (“EDU”) based on your usage and pursuant to this Agreement. Your local electric public utility will continue to be your EDU. All of your retail electric energy service will be supplied and delivered under the City of Columbus (“Governmental Aggregator”) governmental aggregation program (the “Program”), which is governed by the Governmental Aggregation Master Retail Electric Supply Agreement between the Governmental Aggregator and AEP Energy (the “Program Agreement”). You participate in the Program either by (1) not electing to opt out of the Program (i.e., by not returning a completed Program “opt-out” election form (as included in any informational letter provided with this Agreement) or by not otherwise contacting AEP Energy as prescribed) or (2) being an eligible customer residing in the relevant jurisdictional territory applicable under the Program Agreement (not otherwise included in the most recent “opt-out” process) that enters into this Agreement directly with AEP Energy, in each case, subject to any exercise of your rescission right (as described under “Right of Rescission”). Your EDU then distributes or delivers the electricity to you. Your Distribution Service will remain with your current EDU, which is regulated by the PUCO. Your EDU also will continue to read your meter, provide your monthly bill and respond to emergencies. The words “we”, “us”, and “our” refer to AEP Energy, and the words “you” and “your” refer to the customer.

**CERTAIN DEFINITIONS:** “Competitive Retail Electric Service provider” or “CRES” provider means, as defined by Chapter 4901:1-21 of the Ohio Administrative Code applicable to electric service providers, an entity that

sells electric energy to retail customers in Ohio. “Generation Service” means the production of electricity. “Generation service charges” means those charges or costs associated with the production, procurement and supply of electricity. “Non-bypassable utility charges and fees” means those EDU charges and fees payable by you regardless of whether the EDU or a CRES provider provides Generation Service. “Transmission Service” means moving high voltage electricity from a generation facility to the distribution lines of an EDU, which is either bypassable or non-bypassable to you, as determined in accordance with your Distribution Service. “Distribution Service” means the physical delivery of electricity to customers by the EDU. “Billing Cycle” means, with respect to a customer account, the monthly period between meter read dates during the Term.

**RIGHT OF RESCISSION:** Once you have been enrolled to receive Generation Service from AEP Energy, your EDU will send you a confirmation letter. You have the right to rescind your enrollment without penalty within seven (7) calendar days following the postmark date of the confirmation letter by contacting your EDU orally at the designated toll-free or local number in such letter or in writing and following the instructions contained in the letter.

**OTHER IMPORTANT DISCLOSURES.** In the event a third party was involved in this Agreement, including, without limitation, a broker or a shopping website, or you are part of a municipal aggregation, the pricing contained herein may be inclusive of a broker fee. **Price Comparison Qualification:** Please be advised that the EDU’s standard offer service rates generally change from time to time. AEP Energy therefore does not provide any guarantee of savings in comparison to the EDU’s standard offer service rates during the Term of this Agreement. If you received any price comparison(s) in connection with your enrollment, by accepting this offer from AEP Energy, you understand and agree that AEP Energy has informed you, prior to entering into this Agreement, that no guarantee of savings during the Term is being provided.

**1. Eligibility.** Customers must reside within the relevant jurisdictional territory applicable under the Program Agreement. Residential customer accounts that are on residential rates codes and are not enrolled in the Percentage of Income Payment Plan Plus Program (PIPP Plus) and non-national account small commercial customers with annual usage less than 700,000 kWh are eligible for this offer from AEP Energy. AEP Energy reserves the right to refuse enrollment to any customer that is not current on their Non-bypassable utility charges and fees, unless the customer has entered into a plan with their EDU to discharge any arrearages owed to the EDU.

**2. Price.** Pursuant to PUCO Case No. 14-568-EL-COI and PUCO guidelines, the retail electric product herein is being defined as "Variable". Starting with the first Billing Cycle of this Agreement through the last Billing Cycle of the "Term" (as listed in the table above), you agree to pay AEP Energy the price stated in the table above under "Generation Service Charges" or, with respect to the relevant period at and/or after your June 2022 meter read date, the price the Governmental Aggregator publishes or otherwise makes available to you (via its website notification), as applicable, for all kilowatt-hours ("kWh") of all applicable Generation service charges metered by the EDU. After your June 2022 meter read date and every twelve (12) months thereafter, AEP Energy and the Governmental Aggregator will determine your price for each twelve (12)-month period (each, a "Supply Term") based on different factors, which include applicable industry charges, wholesale market conditions and electricity supply sources. You are responsible for, and your price does not include, applicable state and local taxes and/or Non-bypassable utility charges and fees, which will be billed by the EDU. In addition to AEP Energy's charges, you will be charged by your EDU for Distribution Service, Transmission Service, and other Non-bypassable utility charges and fees. The PUCO does not regulate AEP Energy's prices. An average residential customer, using 750 kWh of electricity on a monthly basis, would incur approximately \$40 to \$50 per month in such EDU charges and fees. Note that if, due to a change in market conditions, we wish to lower the price per kilowatt hour charged to you under this Agreement, we may do so without your consent, provided there are no other changes to the terms and conditions of this Agreement. Subject to the terms and conditions of the Program Agreement, in the event that any new, or any change in any existing, statute, rule, regulation, order or other law, tariff, rate class or tax, promulgated by any judicial or governmental authority, EDU, or Regional Transmission Organization (RTO) materially increases or decreases AEP Energy's costs to perform under this Agreement related to the Program, then AEP Energy shall, after good-faith negotiations with the Governmental Aggregator to establish the costs or economic effects, be permitted to include such costs or economic effects to Customers in the Program during succeeding Supply Term(s) as AEP Energy determines in its commercially reasonable discretion are necessary to comply with the relevant applicable statute, rule, regulation, order or other law, tariff, rate class or tax or to otherwise carry out obligations arising from the relevant regulatory event. Furthermore, additional costs may be assessed to you as prescribed by the PUCO. Note that if, due to a change in market conditions, we wish to lower the price per kilowatt hour charged to you under this Agreement, we may do so without your consent, provided there are no other changes to the terms and conditions of this Agreement.

**3. Term (Length of Agreement).** Your service from AEP Energy will begin on the start of service date determined by the EDU, and this Agreement shall be considered executed by AEP Energy, following: (a) the end of the seven (7) day rescission period and (b) acceptance of your enrollment by your EDU, and will continue for the Term (as listed in the table above), unless otherwise terminated, ending on the date your EDU effectuates your switch back to EDU standard offer service or to another CRES provider. Your meter read date and the date of initiation of service are determined by your EDU. This contract does not automatically renew.

**4. Billing.** Unless AEP Energy notifies you otherwise, you will continue to receive a single bill, typically on a monthly basis, from your EDU that will

contain both your EDU and AEP Energy charges (and you acknowledge that your billing and payment information may be provided to AEP Energy). AEP Energy offers budget billing for AEP Energy's charges to residential customers only; provided, however, that AEP Energy reserves the right not to make budget billing available to Net Metering Customers (as hereinafter defined). You will be responsible for payment of the utility consolidated bill in accordance with applicable EDU billing rules and procedures. Failure by you to pay your EDU bill or meet any agreed-upon payment arrangement could result in service termination in accordance with your EDU's tariff and the termination of your contract with AEP Energy. Upon termination you will be returned to your EDU's applicable tariff service or you may switch to another CRES provider. AEP Energy reserves the right to issue an invoice to you directly. Such invoice would contain AEP Energy's charges for your retail electric energy service and may also contain applicable taxes and all of the EDU's applicable charges. If at any time AEP Energy must send you a bill directly for the supply service provided under this Agreement, and if you do not pay the full amount owed to AEP Energy by the due date of the bill, a late payment fee with respect to amounts owed to AEP Energy of one and one-half percent (1.5%) of the outstanding balance per month, or the maximum legally allowed interest rate, whichever is lower, until such payment is received by AEP Energy, will apply. If AEP Energy bills you directly for our services, AEP Energy may terminate this Agreement with fourteen (14) calendar days' written notice should you fail to pay the bill or meet any agreed-upon payment arrangements with respect to amounts owed to AEP Energy. Upon such termination you will be returned to your EDU as a customer. You will remain responsible to pay AEP Energy for any electricity used before this Agreement is terminated as well as any late payment charges.

**5. Switching Fees and Exceptions.** Your EDU may charge you a switching fee. AEP Energy will be responsible for any switching fees incurred by you to take service from AEP Energy under this Agreement.

**6. Cancellation/Termination Provisions/Failure to Pay.** If this Agreement is not rescinded during the rescission period, your enrollment will be sent to your EDU. You may terminate this Agreement, without penalty, (A) for any reason by providing AEP Energy with prior written or verified telephone notice and (B) if you move outside AEP Energy's service area or into an area where AEP Energy charges a different price, by providing AEP Energy with a thirty (30) calendar day written notice prior to such move. You will remain responsible to pay AEP Energy for any electricity supply used before this Agreement is cancelled or terminated for any reason, as well as any late fees (if applicable as described in the "Billing" section above). Should you cancel service with AEP Energy and return to standard offer service with your EDU, you may not be served under the same rates, terms, and conditions that apply to other EDU customers.

**7. Your Consent and Information Release Authorization.** By accepting this offer from AEP Energy, you understand and agree to the terms and conditions of this Agreement with AEP Energy. You authorize AEP Energy to obtain information from the EDU that includes, but is not limited to: your billing history, payment history, historical and expected electricity usage, meter-readings, characteristics of electricity service, address, telephone number, and account number(s) for purposes of operation, maintenance, assignment, and transfer of your account.

**8. Contract Expiration.** At the end of the Term, this Agreement will expire. As prescribed by the PUCO, at least every three (3) years, you will be given the opportunity to "opt-out" of the Program at no cost. You are responsible for arranging your electric supply upon the expiration of this Agreement.

**9. Dispute Procedures.** Contact AEP Energy with any questions concerning the terms of service, billing, disputes and complaints by phone at 1-888-307-0264 (toll-free), Monday – Friday from 8:00 am to 7:00 pm EST and Saturday from 9:00 am to 1:00 pm EST or in writing at AEP Energy, 1 Easton Oval, Suite 200, Columbus, OH 43219, Attn: Customer Care. Our web address is [AEPenergy.com/help](http://AEPenergy.com/help). If your complaint is not resolved after you have called

AEP Energy and/or your electric utility, or for general utility information, you may contact the Public Utilities Commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll free) or TTY at 1-800-686-1570 (toll free) from 8:00 AM - 5:00 PM EST weekdays or at [www.PUCO.ohio.gov](http://www.PUCO.ohio.gov). Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service). The Ohio Consumers' Counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from eight a.m. to five p.m. EST weekdays, or at <http://www.pickocc.org>.

**10. Warranty and Force Majeure.** AEP Energy warrants title to all electricity sold hereunder. THE WARRANTY SET FORTH IN THE PRECEDING SENTENCE IS EXCLUSIVE AND AEP ENERGY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ARISING OUT OF ANY COURSE OF DEALING OR PURPOSE OR USAGE OF TRADE. AEP Energy will make commercially reasonable efforts to provide your electric service, but does not guarantee a continuous supply of electricity. Certain causes and events are out of the reasonable control of AEP Energy ("Force Majeure Events") and may result in interruptions in service. AEP Energy is not liable for damages caused by acts of God, changes in laws, rules or regulations or other acts of any governmental authority (including the PUCO and/or RTO) that physically prevents or legally prohibits AEP Energy from performing under the terms of the Agreement, accidents, strikes, labor troubles, required maintenance work, inability to access the EDU's system, nonperformance by the EDU, terrorism, sabotage, or any other cause beyond AEP Energy's reasonable control. If a Force Majeure Event occurs which renders AEP Energy unable to perform in whole or in part under this Agreement, our performance under this Agreement shall be excused for the duration of such event.

**11. LIMITATION OF LIABILITY AND REMEDIES. UNLESS OTHERWISE EXPRESSLY PROVIDED HEREIN, TO THE EXTENT PERMITTED BY APPLICABLE LAWS AND REGULATIONS, ANY LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO DIRECT, ACTUAL DAMAGES AS THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, TREBLE, EXEMPLARY OR INDIRECT DAMAGES, WHETHER IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISIONS OR OTHERWISE, IN CONNECTION WITH THIS AGREEMENT. THE LIMITATIONS IMPOSED ON REMEDIES AND DAMAGE MEASUREMENT WILL BE WITHOUT REGARD TO CAUSE, INCLUDING NEGLIGENCE OF ANY PARTY, WHETHER SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE AND SHALL SURVIVE TERMINATION, CANCELLATION, SUSPENSION, COMPLETION OR EXPIRATION OF THIS AGREEMENT; PROVIDED NO SUCH LIMITATION SHALL APPLY TO DAMAGES RESULTING FROM THE WILLFUL MISCONDUCT OF ANY PARTY.**

**12. Your Liability.** You assume full responsibility for retail electricity supplied to you at and after the Delivery Point.

**13. Assignment and Severability.** You shall not assign this Agreement or your rights hereunder without the prior written consent of AEP Energy. Any provision or section of this Agreement declared or rendered void, unlawful, or otherwise unenforceable shall not otherwise affect the lawful obligations that arise under this Agreement.

**14. Choice of Law and Venue.** This Agreement shall be construed and enforced in accordance with the laws of the State of Ohio, including applicable rules of the PUCO, without giving effect to any conflicts of law principles which otherwise might be applicable. Any court action arising out of this Agreement shall be litigated exclusively in the federal court, if it has jurisdiction over the matter, or the state court, if there is no federal jurisdiction, located within

Franklin County, Ohio. You and AEP Energy expressly consent and irrevocably submit to the jurisdiction of said courts for purpose of any such actions and covenant not to sue in any other court. You and AEP Energy further agree not to raise, and waive, any objections or defenses based upon venue or forum non conveniens.

**15. Miscellaneous.** You have the right to request from AEP Energy up to twenty-four (24) months of payment history, without charge, twice within a twelve-month period. Your social security number, account number(s), or any of your customer information will not be released without your express written consent except in accordance with rules 4901:1-21-06 and 4901:1-21-10 of the Ohio Administrative Code. AEP Energy assumes no responsibility or liability for the following items that are the responsibility of the EDU: operation and maintenance of the EDU's electrical system, any interruption of service, termination of service, or deterioration of the EDU's service. In the event of a power outage, you should contact your EDU. Any notice, demand or other communication to be given hereunder, including, without limitation, any termination notice, shall be in writing and sent to the address or email address maintained on file for you. By providing AEP Energy your email address, you agree to receive notices electronically, where permitted under applicable law. This Agreement supersedes all prior written or oral agreements or understandings. AEP Energy's environmental disclosure statement is available for viewing on our website at [AEPenergy.com](http://AEPenergy.com). You agree that AEP Energy will make the required quarterly updates to the statement electronically on our website. We will also provide the information to you upon request. **AEP Energy is a competitive retail electric service provider and an affiliate of Ohio Power Company (AEP Ohio). AEP Energy is not soliciting on behalf of and is not an agent of AEP Ohio.**

**Contact Information and Notices.** AEP Energy, 1 Easton Oval, Suite 200, Columbus, OH 43219, Attn: Customer Care. For more information, call 1-888-307-0264, Monday – Friday from 8:00 am to 7:00 pm EST and Saturday from 9:00 am to 1:00 pm EST or visit [AEPenergy.com/help](http://AEPenergy.com/help). You agree and authorize that AEP Energy and/or its third party service providers may listen to, monitor, and/or record your telephone calls with us and/or any of our affiliates, agents, and/or contractors as part of providing services under this Agreement. You expressly agree that these contacts are not unsolicited for purposes of any state or federal law. You also agree to receive communications from AEP Energy via email at the email address you provide (if any) to AEP Energy. It is your responsibility to notify AEP Energy of any changes to your contact information, including your email address.

**16. Net Metering.** On and subject to the terms and conditions set forth in this paragraph and in the Program Agreement and upon AEP Energy's notification from the EDU of a Net Metering Customer, AEP Energy will offer net metering billing arrangements to customers that (A) have installed (at such customer's expense) adequate metering equipment (which may include metering that tracks electricity as it flows in each direction through the meter) that enables tracking of electricity flowing to and from the local electric grid/EDU's distribution system and the generation facility(ies) (e.g., solar panels) with an EDU metering point for the Customer account on such premises in an area that is owned, operated, or leased by such Net Metering Customer or on a contiguous lot thereto (each facility and premises, subject to any safety or other conditions as may be determined by the EDU) and (B) are otherwise eligible and satisfying (1) any and all applicable (x) EDU interconnection agreement, eligibility, and/or prescribed requirements (including the execution and ongoing continuation of a validly in-effect interconnection agreement with the EDU), (y) EDU review process(es) and review requirements of EDU rules/tariffs and of the PUCO, and (z) other laws, rules, regulations, guidelines, and standards; and (2) all other requirements and representations set forth in the Program Agreement, including that the customer's billing method must allow for EDU-consolidated bill-ready billing (each, a "Net Metering Customer"). A net metering program in the applicable EDU load zone or equivalent market delivery point (including availability of the relevant

metering information and calculations as provided by the EDU) must be available. AEP Energy will only enroll and continue the enrollment of any Net Metering Customer in a net metering billing arrangement that meets all eligibility requirements (including all requirements set forth in this paragraph and in the Program Agreement and as set forth in all relevant EDU rules and tariffs and all applicable laws, rules, and regulations) at the time of such Net Metering Customer's enrollment and remaining true throughout the Term. A Net Metering Customer must fulfill all AEP Energy contractual and eligibility requirements, as determined by AEP Energy in its sole discretion, including that such Net Metering Customer must unconditionally agree in its net metering contract with AEP Energy to be removed from the EDU's net metering tariff and to not be credited by the EDU for excess generation. A Net Metering Customer's onsite generation must be: (i) fueled by solar, wind, biomass, landfill gas, or hydropower, or use a microturbine or a fuel cell; (ii) located on Net Metering Customer's premises (as described above in this paragraph); and (iii) operated in parallel with the EDU's transmission and distribution facilities. If the monthly usage data that the EDU reports to AEP Energy with respect to a Net Metering Customer's account is summary data (i.e., either a single usage value combining consumption and production or a single usage value for each of consumption and production), then monthly net usage consumption during such monthly Billing Cycle presented as a: positive value (i.e., such Net Metering Customer's electricity consumption exceeds on-site generation/production of electricity, any such positive value being "Excess Consumption") will result in such Excess Consumption being charged to the Net Metering Customer at the applicable price stated in the table above under "Generation Service Charges" or, with respect to the relevant period at and/or after the June 2022 meter read date, the price the Governmental Aggregator publishes or otherwise makes available (via its website notification); and negative value (i.e., such Net Metering Customer's on-site generation/production of electricity exceeds electricity consumption, any such negative value being "Excess Generation") will result in such Excess Generation being credited to such Net Metering Customer's account in an amount equal to, within such monthly Billing Cycle, (A) the amount of such Excess Generation expressed in kWhs multiplied by (B) the applicable price stated in the table above under "Generation Service Charges" or, with respect to the relevant period at and/or after the June 2022 meter read date, the price the Governmental Aggregator publishes or otherwise makes available (via its website notification) (such resulting credit amount, the "Excess Generation Credit"). If the monthly usage data that the EDU reports to AEP Energy with respect to a Net Metering Customer's account is interval data (i.e., single hourly usage values combining consumption and production), then monthly net usage consumption during such monthly Billing Cycle presented as a: positive value (i.e., such Net Metering Customer's electricity consumption exceeds on-site generation/production of electricity, any such positive value being "Excess Consumption") will result in such Excess Consumption being charged to the Net Metering Customer at the applicable price stated in the table above under "Generation Service Charges" or, with respect to the relevant period at and/or after the June 2022 meter read date, the price the Governmental Aggregator publishes or otherwise makes available (via its website notification); and negative value (i.e., such Net Metering Customer's on-site generation/production of electricity exceeds electricity consumption, any such negative value being "Excess Generation") will result in such Excess Generation being credited to such Net Metering Customer's account in an amount equal to, within such monthly Billing Cycle, the sum of the products of (A) the amount of such hourly Excess Generation expressed in kWhs multiplied by (B) the applicable price stated in the table above under "Generation Service Charges" or, with respect to the relevant period at and/or after the June 2022 meter read date, the price the Governmental Aggregator publishes or otherwise makes available (via its website notification) (such

resulting credit amount, the "Excess Generation Credit"). For each month of the Term, AEP Energy shall make a true-up calculation that reflects the Net Metering Customer's Excess Generation Credit(s) applied and offset against Generation service charges for the applicable billing period (each, a "True-Up"). The calculation of the True-Up will credit any previously unused Excess Generation Credit(s) applicable to the prior billing period(s). To the extent that such Excess Generation Credit(s) exceed the Generation service charges due, such excess shall be carried forward and credited against future Generation service charges until fully discharged. At the end of the Term, if such Net Metering Customer has any unused Excess Generation Credit(s) that have not been offset against charged Generation service charges, such unused Excess Generation Credit(s) will be distributed to such Net Metering Customer in the form of a check or gift card, subject to (i) applicable law and any tax reporting requirements and (ii) AEP Energy's satisfactory receipt of the documentation requested from such Net Metering Customer (i.e., the U.S. Internal Revenue Service Form W-9). For the avoidance of doubt, (x) Net Metering Customers will not be credited or reimbursed for any avoided Distribution Service, Transmission Service, or other Non-bypassable utility charges and fees, demand-related or capacity-related charges, or line losses, ancillary services, renewable portfolio standards (RPS), or taxes; (y) renewable energy credits (RECs) associated with a Net Metering Customer's onsite generation remain the property of such Net Metering Customer; and (z) AEP Energy shall perform all calculations under this paragraph using commercially reasonable methodologies. In the event that the EDU's, PJM's, and/or the PUCO's net metering tariff, rules, or regulations are terminated or changed in any manner prior to the end of the Term, AEP Energy (at its option, in its sole discretion, and upon written notice to relevant Net Metering Customers) may either (1) discontinue existing net metering arrangements, without penalty to either AEP Energy or the Net Metering Customers, or (2) amend existing net metering arrangements to the extent necessary to make them valid while still giving effect to the intent of the parties to the Program Agreement.

**17. Clean Energy and Renewable Energy Certificates (RECs).** In connection with its retail electric supply obligation hereunder during the Program and subject to the terms and conditions of the Program Agreement:

A. During the initial 12 months of the Program: AEP Energy will procure and retire a quantity of renewable energy certificates (RECs) equivalent to one hundred percent (100%) of your retail electric supply usage (less the equivalent RPS amount related to such usage) over the course of such period.

B. During the succeeding transition period of the Program (estimated to be a period of 24 months): AEP Energy will procure and retire a quantity of renewable energy certificates (RECs) equivalent to one hundred percent (100%) of your retail electric supply usage (less the equivalent RPS amount related to such usage) over the course of such period. Upon the commencement of any clean energy electricity generation facility's (as discussed below) fully-operational and effective date of commercial operation, AEP Energy shall adjust and offset the relative composition and proportion of the RECs to take into account the procurement of clean energy generation and associated clean energy RECs from such clean energy electricity generation facility, so that each commercially operating clean energy electricity generation facility is effectively employed for the benefit of the Program as soon as practicable after becoming fully-operational.

C. During the succeeding clean energy period of the Program (estimated to be a period of 10 years): AEP Energy will procure clean energy generation and associated clean energy renewable energy certificates (RECs) from clean energy electricity generation facilities located in the State of Ohio beginning commercial operation on or after March 18, 2021 through clean energy power purchase agreements equivalent to one hundred percent (100%) of your retail electric supply usage over the course of such period.