Municipal Aggregation – Ohio Electric Terms and Conditions	
Electric Distribution Utility ("EDU")	**Toledo Edison Company**
Default Product	**Fixed Price**
Default Price and Term	**11.09** cents **($0.1109)** per kWh through your **June 2029** meter read
Optional Opt-In Product	**100% Green Fixed Price***
Optional Opt-In Price and Term	**11.31** cents **($0.1131)** per kWh through your **June 2029** meter read
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 Ohio Power Company 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.

Force Majeure: Dynegy will make commercially reasonable efforts to provide your Service but does not guarantee a continuous supply of electricity. Certain causes and events are out of Dynegy's reasonable control and may result in interruptions in service (Force Majeure Event). Dynegy will not be liable for any such interruptions and Dynegy shall have the right to terminate or modify the Agreement without liability for interruptions caused by a Force Majeure Event, including but not limited to, acts of God, war, civil disturbance, insurrection, terrorism, fire, flood, earthquake, acts of default of common carriers, strikes, boycotts, pandemic, unforeseen maintenance, unforeseen shutdowns or deficiencies of sources of supply, inability to access the local distribution utility system, nonperformance by the EDU or other similar circumstances beyond Dynegy's reasonable control. Dynegy may decide to terminate this Agreement, and you will receive prior written notice of the termination, after which you may be returned to your EDU for electric generation service.

Regulatory Out: Dynegy shall have the right to terminate or modify the Agreement without liability if there is any change in, or enactment of any statute, rule, regulation, regulatory action, policy, rider, fees, pricing structures, market structures, capacity charges, changes in load profile, ordinance, order, law, or tariff promulgated by any court, governmental authority, utility, Independent System Operator ("ISO"), Regional Transmission Organization ("RTO") or other service provider, or any change in operating procedure, ("Change in Law") which alters to the detriment of Dynegy its costs to perform under this Agreement or Dynegy is prevented, prohibited, or frustrated from carrying out its intent under the Agreement. If a Change in Law occurs, you may receive a notification from Dynegy. This notification will include a description of one or more of the situations described above. Dynegy may offer you new Terms and Conditions. You must indicate your affirmative consent to the new Terms and Conditions as specified in the notices. If you do not contact Dynegy to accept the new terms, this Agreement will terminate on the date specified in the notices, and you may be returned to your EDU for electric generation service. Alternatively, Dynegy may decide to terminate this Agreement, and you will receive prior written notice of the termination, after which you may be returned to your EDU for electric generation service.

Customer Consent and Information Release Authorization: This Agreement shall be considered executed by Dynegy following acceptance of your enrollment request by Dynegy, the end of the seven (7) day rescission period, and subsequent acceptance of the enrollment by your EDU. By choosing not to opt-out of the Program, or to affirmatively join it, you understand and agree to the terms and conditions of this Agreement with Dynegy. You authorize Dynegy to obtain information from the EDU that includes, but is not limited to: billing history, payment history, historical and future electricity usage, meter readings, and characteristics of electricity service. Dynegy reserves the right to determine if your credit standing is satisfactory before accepting your enrollment request. Dynegy is prohibited from disclosing a customer's Social Security number and/or account number(s) without the customer's written consent except for Dynegy's collections and reporting, participating in programs funded by the universal service fund, pursuant to section 4928.52 of the Revised Code, or assigning a customer's contract to another CRES provider. Customer authorizes, but does not obligate, Dynegy to exercise customer's governmental aggregation opt-out rights.

Assignment: Dynegy may assign its rights under this Agreement to another, including any successor, in accordance with the rules and regulations of the PUCO without prior consent. You shall not assign its rights and/or obligations under this Agreement without prior written consent of Dynegy.

Limitation of Liability: Dynegy 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. The EDU remains responsible for the delivery of electric power and energy to the customer's premises and will continue to respond to any service calls and emergencies. In the event of a power outage, you should contact your local EDU.

Environmental Disclosure: You agree that Dynegy will make the required annual and quarterly updates to the environmental disclosure statement electronically on our website which can be located at www.dynegy.com/environmental-disclosures. Dynegy will also provide the information upon request.

Net Metering: Net-metered accounts taking service under the EDU's standard net metering tariff are eligible for this offer. Such accounts will be served in accordance with the terms and conditions established therein and by the EDU. Dynegy will not provide any credits or compensation for excess generation. Any credits or compensation for excess generation will be provided by the EDU in accordance with OAC 4901:1-10-28 and the EDU's standard net metering tariff and is subject to any changes made by the PUCO, the EDU, or any change in law. To the extent that (1) any of the terms and conditions of the EDU's standard net metering tariff change, (2) the EDU changes the way its standard net metering tariff is administered, or (3) any changes made by the PUCO, the EDU, or any change in law or regulations make service of net metered accounts under the Program impractical or not feasible, then Dynegy's administration of the Program will change accordingly. Such change may include Dynegy returning net metered accounts to the EDU's standard service offer or its successor.

Dispute Procedure: Contact Dynegy with any questions concerning the terms of service by phone at 1-888-682-2170 (toll-free) from 8 a.m. to 11 p.m. EST weekdays, or in writing at Dynegy Energy Services (East), LLC Attn: Customer Care, PO Box 650764, Dallas, TX 75262-0764. Our web address is www.dynegy.com. If your complaint is not resolved after you have called your electric supplier and/or your electric utility, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll free) from 8 a.m. to 5 p.m. EST weekdays, or at 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 8 a.m. to 5 p.m. weekdays, or at www.pickocc.org. **WAIVER OF RIGHT TO JURY TRIAL OR TO CLASS ACTION OR CLASS ARBITRATION: TO THE FULLEST EXTENT THAT APPLICABLE LAW ALLOWS, YOU AND DYNEGY AGREE THAT: (I) YOU AND DYNEGY WAIVE ANY RIGHT TO TRIAL BY JURY, AND (II) NEITHER YOU NOR DYNEGY WILL SEEK OR SUPPORT ANY ORDER CERTIFYING AN ACTION OR ARBITRATION INVOLVING YOU AND DYNEGY AS A CLASS ACTION OR CLASS ARBITRATION OR JOIN OR PARTICIPATE AS A PARTY OR CLASS MEMBER IN ANY ACTION OR ARBITRATION BY ANOTHER PARTY AGAINST EITHER YOU OR DYNEGY**.

Warranty: Dynegy warrants title and the right to all electricity sold hereunder. THE WARRANTIES SET FORTH IN THIS PARAGRAPH ARE EXCLUSIVE AND ARE IN LIEU OF 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 USAGE OF TRADE. IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT, WHETHER IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES AND, FURTHER, IN NO CASE SHALL DYNEGY'S LIABILITY EXCEED THE AMOUNT OF YOUR SINGLE LARGEST MONTHLY INVOICE DURING THE PRECEDING 12 MONTHS.

Renewable and Emission Free Energy Disclosures

*If the Default or an Optional Opt-In Product for this Program are listed as a Green or Carbon Free Fixed Price, please refer to the applicable disclaimer below:

Renewable Energy Certificate ("REC") Disclosure: The Green product matches the percentage (%) of your electricity usage specified in the table above with RECs. A REC represents the environmental benefits of 1 megawatt hour (MWh) of electricity generated by a renewable energy resource. Your REC purchase supports renewable electricity production in the region of generation. For every unit of renewable electricity generated, an equivalent amount of RECs is produced by purchasing and pairing RECs with your electricity service. You are using and receiving the benefits of that renewable electricity. Renewable energy certificates are not sold more than once or claimed by more than one party.

Emission Free Energy Certificate ("EFEC") Disclosure: The Carbon Free product matches the percentage (%) of your electricity usage specified in the table above with EFECs sourced from a generating unit that does not directly produce any emissions of carbon dioxide such as nuclear, wind, solar, or hydroelectric generating facilities that serve your area.