

RIDER A

INDIVIDUAL COORDINATION AGREEMENT RIDER

This Individual Coordination Agreement ("ICA"), dated _____ is entered into, by and between Citizens' Electric Company of Lewisburg, PA (the "Company") and _____ ("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 ICA, the Company (or Company acting through its Agent(s)), agrees to supply, and the EGS agrees to have the Company supply, any or all "Coordination Services" specified in the Company's Electric Generation Supplier Standard Operating Procedures ("SOP"), including but not limited to load forecasting, load scheduling, reconciliation services and customer billing. 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. EGS also agrees to otherwise abide by the terms, conditions, and requirements specified in this ICA, the SOP 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) If the EGS will utilize the services in Sections 6 to 9 of the SOP, the EGS represents that it is a member of the PJM (or any successor ISO), is a signatory to the PJM Operating Agreement and the PJM RAA, and is in compliance with, and will continue to comply with, all obligations, rules and regulations, as established and interpreted by the PJM, that are applicable to Load Serving Entities serving Customers located in the PJM Control Area. The EGS may use a Scheduling Coordinator to establish initial or continued compliance with the PJM rules and regulations.
 - (ii) The EGS is licensed by the PUC to provide Competitive Energy Supply to Customers in Pennsylvania and has and will continue to satisfy all other PUC requirements applicable to EGSs.

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1.0 REPRESENTATIONS AND WARRANTIES (CONT'D)

- (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: (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.
 - (ii) This 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 or covenants in Section 1.0 of this ICA at such time that the EGS learns of any violations.

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 SOP and this ICA.

3.0 TERM

Coordination Services between the Parties will commence when Company confirms that the EGS has submitted a complete registration, including the Supplemental Required Information in Appendix A. This ICA shall remain effective until terminated pursuant to Section 8.0.

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4.0 NOTICES

- (a) Notices. Unless otherwise stated herein, any Notice contemplated by this 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.

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5.0 INCORPORATION OF SOP

The terms, conditions and definitions contained in the SOP are incorporated herein by reference and made a part of this ICA. All terms used in this ICA that are not otherwise defined shall have the meaning provided in the SOP.

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.

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6.0 LIABILITY (CONT'D)

(c) Additional Limitations on Liability in Connection With Direct Access. (cont'd)

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.

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 ICA upon its failure to observe any material term or condition of the 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 maintain membership in and abide by applicable PJM requirements; 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

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7.0 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 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 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.

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7.0 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 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.

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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 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 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.
- (c) Survival of Obligations. Termination of this Agreement for any reason shall not relieve the Company or EGS of any obligation accrued or accruing prior to such termination.

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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 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 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 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.

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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 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
 - (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.

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10.0 MISCELLANEOUS

- (a) No Prejudice of Rights. The failure by either Party to enforce any of the terms of this 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 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 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 ICA shall be governed by the laws of the Commonwealth of Pennsylvania.

This 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.

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10.0 MISCELLANEOUS (CONT'D)

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 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 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 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 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.

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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**

EGS

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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APPENDIX A (CONT'D)

Supplemental Required Information

<u>General Information</u>	<u>Banking Information</u>
EGS Name:	Bank Name:
Federal Tax ID #:	Address 1:
State Tax ID#:	Address 2:
PA Sales Tax ID#:	Telephone:
DUNS+4 #:	Account Name:
PA PUC#:	Account #:
PJM Customer Identifier:	ABA ACH#:

Dated: _____.