



August 17, 2020

<First> <Last> or Current Resident
<Mailing Address>
<Mailing City>, <Mailing State> <Mailing Zip>

IMPORTANT ELECTRICITY AGGREGATION INFORMATION FROM

The Village of Maple Park and AEP Energy Inc. regarding your electricity service at

<S ADDRESS>

Dear <First> <Last>:

The Village of Maple Park sets a new secure electric price of 6.595 cents per kWh for your electricity supply charges.

AEP Energy is pleased to announce that the Village of Maple Park is providing its residents and small commercial businesses with an opportunity to save money on their electricity supply. **Village of Maple Park voters authorized by majority vote the creation of an electric Opt-Out Aggregation Program to seek lower electricity rates for eligible residential and small business customers and the Community approved a Plan of Operation and Governance.** Under this arrangement, AEP Energy has been selected as the Village of Maple Park's preferred Aggregation Supplier. This special offer is exclusive for eligible residents and small commercial businesses of the Community because, through the power of volume buying, AEP Energy is able to secure electricity at competitive prices.

THE COMMUNITY ELECTRIC OPT-OUT AGGREGATION PROGRAM IS A SMART CHOICE:

The Community Electric Aggregation Program provides two supply options for eligible customers, starting with the October 2020 meter-read date.

Option 1: Traditional Energy. Under this option, you will receive a traditional energy supply at the secure price of 6.595 cents per kWh for twelve (12) months.¹ You do not have to do anything to enroll and there is no cost to participate. You will automatically be enrolled in the traditional energy option unless you choose not to participate in the program or if you choose Option 2 below. Accordingly, you must opt out no later than September 7, 2020. See instructions below.

Option 2: 100% Renewable Energy. Under this option, you will receive 100% renewable energy² at the secure price of 6.736 cents per kWh for twelve (12) months.¹ Please call 1-877-726-0214 if you wish to select this option, enrollment will not be automatic. Again, you MUST call AEP Energy at 1-877-726-0214 no later than September 7, 2020 to enroll in Option 2.

YOU WILL AUTOMATICALLY BE ENROLLED.

If you do not opt out of the Opt-Out Aggregation Program, you will have been deemed to have authorized and agreed to being enrolled in the Opt-Out Aggregation Program and to having your electric supply service switched to the Aggregation Supplier under the terms and conditions applicable to the Opt-Out Aggregation Program. All eligible residents and small commercial businesses located in the community will automatically be enrolled in the program unless you choose to opt-out by following the instructions listed below.

HOW DO I OPT OUT?

If you do not wish to participate in this program, you must opt out by September 7, 2020. There are two ways to opt out:



Phone - Call AEP Energy Customer Care Team toll free at 1-877-726-0214
Monday - Friday from 7 a.m. to 6 p.m. & Saturday from 8 a.m. to 12 p.m. CST



Mail - Complete the Electric Aggregation Opt Out Election Form below and return it in the enclosed envelope or to the address listed below by September 7, 2020. Our mailing address is PO Box 1415, Columbus, OH 43216.

Customers may purchase their electricity supply from a RES or the electric utility (either utility fixed-price or hourly service) at PlugInIllinois.org. Customers may request from the Illinois Power Agency, without charge, a list of all supply options available to them in a format that allows comparison of prices and products.

Respectfully,
Village of Maple Park & AEP Energy

AEP Energy is a licensed Alternative Retail Electric Supplier (ARES). While it is an independent supplier of power certified by the Illinois Commerce Commission, AEP Energy is not soliciting on behalf of, endorsed by, acting on behalf of, and is not an agent of your electric utility, any governmental body, or consumer group.



THE VILLAGE OF MAPLE PARK ELECTRIC AGGREGATION OPT OUT ELECTION FORM

Please print clearly.

<First> <Last> Account Number: <Account Number>
<Service Address>
<Service City>, <Service State> <Service Zip>



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

Account Holder's Name: (Print) _____ Phone: (_____) _____

Account Holder's Signature: _____ Date: _____

Email Address: _____

IMPORTANT NOTICE: By returning this signed form, I affirmatively elect NOT to participate in the Community Electric 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 Community Electric Aggregation Program, I must complete this form and mail it to AEP Energy or call AEP Energy toll free at 1-877-726-0214, to opt out no later than September 7, 2020. 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 Community Electric 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: Community Electric Aggregation Program
PO Box 1415
Columbus, OH 43216

FREQUENTLY ASKED QUESTIONS

What is the Community Electric Aggregation Program? Under the Community Electric Aggregation Program, the Community acted on behalf of its electricity consumers to select an Aggregation Supplier who, through the power of volume buying, is able to secure electricity at competitive prices. The Illinois Commerce Commission ("ICC") has taken steps to ensure that Illinois' competitive electricity environment is consumer-friendly. Voters in the Community approved this aggregation program and the Community passed an ordinance adopting this Electric Aggregation program.

The Community has selected AEP Energy as their preferred Aggregation Supplier to serve their residents and small commercial businesses beginning with the October 2020 meter-read date for twelve (12) months.

Who is AEP Energy? AEP Energy is a certified Retail Electric Supplier (RES) and a subsidiary of American Electric Power Company, Inc. (AEP). AEP Energy sells electricity supply to customers at market-based prices rather than regulated rates offered by your electric utility.

Why did the Community select AEP Energy as its Aggregation Supplier? The Community selected AEP Energy because they were able to propose a program that represented the best overall value for eligible households and small commercial businesses.

How do I enroll? You don't have to do anything to enroll. All eligible customers will be automatically included in the program unless you choose to opt out. If you opt out, you will continue to be served by your 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 electric utility will complete the enrollment process. **As a part of the enrollment process, you will also receive a notice from your electric utility, ComEd, confirming your decision to enroll with AEP Energy. Simply review the letter - if you are pleased with the Community Electric Aggregation Plan, simply ignore that letter.** No deposits are required to enroll.

When will this program start? The Community Electric Aggregation Program will begin with the October 2020 meter-read date.

What is my price? The Village of Maple Park has ensured that, beginning with the October 2020 meter-read date, you will receive an electricity generation and transmission price of 6.595 cents per kWh for twelve (12) months.

Where do I send payment? You will continue to receive one bill each month from ComEd, your electric 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 electric utility only.

How are net metering customers treated? Net metering customers, pursuant to Illinois Section 16-1075(d)(3) and (e)(3) of the Public Utility Act, may forfeit credits for electric supply service and delivery service, or both, if you join the Community Electric Aggregation Program.

Unless you affirmatively opt-out by September 7, 2020, you will be automatically enrolled if you: a) have an eligible residence or small commercial business located in the Village of Maple Park receiving electric service from ComEd and b) are not a RES Customer or a Utility Hourly Service Customer. Participation in the program is subject to the Terms & Conditions of the Agreement between the Community and AEP Energy. ¹AEP Energy's price excludes utility distribution charges and other utility charges and fees. ²Green-e Energy® certifies that AEP Energy's 100% renewable energy plan meets the minimum environmental and consumer protection standards established by the non-profit Center for Resource Solutions. For more information on Green-e Energy® certification requirements, write to Green-e Energy, 1012 Torney Ave., 2nd Floor, San Francisco, CA 94129 or log on to www.green-e.org. There is no guarantee of savings under the Aggregation Program. You may terminate your agreement early without penalty. For more information, call toll free 1-877-726-0214, write to: AEP Energy, PO Box 1415, Columbus, OH 43216, or visit AEPenergy.com.

Is budget billing available? Yes, you can arrange Budget Billing through ComEd.

Can I cancel at any time? Yes, you may cancel without penalty and switch to another provider or revert back to ComEd. Should you cancel your service with AEP Energy and return to standard offer service with your electric utility, you may not be served under the same rates, terms, and conditions that apply to other utility customers.

What happens at the end of the program? As the program draws to a close, the Community will seek bids from aggregation suppliers in order to negotiate a new contract on behalf of eligible household and small commercial businesses. The Community will see that you are notified of the new rate, terms and conditions, and selected supplier.

Why is this an opt-out program? It enables AEP Energy to offer a lower group rate based on the Community's size.

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 1-877-726-0214 or by visiting AEPenergy.com/aggregation.

What happens if I move? If you move to another location within the Village of Maple Park, you will be able to continue participating in the program. If you leave the Village of Maple Park, you will no longer be eligible to participate.

Who should I call if I have any questions? For any general questions about this aggregation program, please call our Customer Care Team toll free at 1-877-726-0214 Monday through Friday from 7 a.m. to 6 p.m. & Saturday from 8 a.m. to 12 p.m. CST.

What is considered a small commercial retail customer? An eligible small commercial retail customer located in the community is a nonresidential customer of an electric utility consuming 15,000 kilowatt-hours or less of electricity annually in its service area.

What is traditional energy? Traditional energy generally comes from the burning or combustion of fossil fuels such as coal, natural gas, crude oil, and petroleum.

What is renewable energy? Renewable energy comes from sources that are constantly and sustainably replenished such as wind, solar or hydro. AEP Energy's renewable energy plan is produced from 100% wind power and is Green-e® Energy certified. Purchasing RECs can provide environmental benefits because they support development of renewable energy generation resources. Renewable energy resources have lower greenhouse gas emissions than traditional energy resources. If you prefer the Option 2 renewable energy plan of a secure price of 6.736 cents per kWh for twelve (12) months, instead of the traditional energy plan, please call 1-877-726-0214 to enroll.

If you have any additional questions, please contact the AEP Energy Customer Care Team toll free at **1-877-726-0214**, Monday – Friday from 7 a.m. to 6 p.m. & Saturday from 8 a.m. to 12 p.m. CST.



An Accredited Member Since 2009



**AEP ENERGY UNIFORM DISCLOSURE STATEMENT
ILLINOIS RESIDENTIAL ELECTRIC SERVICE**

Name: AEP Energy, Inc.
Address: 1 Easton Oval, Suite 200
 Columbus, OH 43219
Phone: 1-877-726-0214 (toll-free), Monday – Friday 7:00 am to 6:00 pm CPT
 and Saturday 8:00 am to 12:00 pm CPT
Website: AEPenergy.com

Rates and Product Information		
Price (in cents/kWh) and number of months this price stays in effect:	Price: 6.595¢/kWh	Months: 12
Other monthly charges:	None.	
Length of contract:	Months: 12	
Early Termination Fees and Contract Renewal		
Early Termination Fee:	None.	
Contract Renewal:	None. Your contract will expire and terminate at the end of its term and does not automatically renew.	

Right to Rescind and Cancel

Rescission:	You have a right to rescind (stop) your enrollment within 10 days after your utility has received your order to switch suppliers. You may call us at 1-877-726-0214 or your utility at 1-800-334-7661 to accomplish this.
Cancellation:	You also have the right to terminate the contract without any termination fee or penalty if you contact us at 1-877-726-0214.

This is a sales solicitation and the seller is AEP Energy, an independent retail electric supplier. If you enter into a contract with the seller, you will be changing your retail electric supplier. AEP Energy has the exclusive right to supply competitive retail electric service for Village of Maple Park, Illinois Aggregation Program during the Term.

If you have any concerns or questions about this sales solicitation, you may contact the Illinois Commerce Commission's Consumer Services Division at 800-524-0795. For information about the electric supply price of your electric utility and offers from other retail electric suppliers, please visit PlugInIllinois.org.



**RESIDENTIAL & SMALL COMMERCIAL
TERMS & CONDITIONS**
("Agreement")

Name: AEP Energy, Inc.
Address: 1 Easton Oval, Suite 200
 Columbus, OH 43219
Phone: 1-877-726-0214 (toll-free), Monday – Friday 7:00 am to 6:00 pm CPT
 and Saturday 8:00 am to 12:00 pm CPT
Website: AEPenergy.com

Right To Opt-Out and Opt-In. You may opt-out of this Agreement and the pending enrollment, within twenty-one (21) calendar days after the date of the disclosure postmark date or Monday September 7, 2020, by contacting AEP Energy at 1-877-726-0214 (toll-free), Monday through Friday between 7:00 am to 6:00 pm CPT and Saturday between 8:00 am to 12:00 pm CPT or returning the postage paid postcard supplied to you with the Opt-out Aggregation Program materials. You may opt-in to this Agreement and the Aggregation Program in the same manner as AEP Energy would confirm your selection of AEP Energy as your ARES under Section 2EE(a -c) of the Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505, by contacting AEP Energy at 1-877-726-0214 (toll-free), Monday through Friday between 7:00 am to 6:00 pm CPT and Saturday between 8:00 am to 12:00 pm CPT.

TERM	GENERATION SERVICE CHARGES	CANCELLATION FEE	CONTRACT
Up to the October 2021 meter read date ("Term").	Retail Customers: 6.595¢ per kWh. Small Commercial Retail Customers: 6.595¢ per kWh. Price is for Generation Service and Transmission Services. Price excludes taxes, utility Distribution Service charges, and other Non-bypassable utility charges and fees.	None.	Your Agreement will terminate after the Term and does not automatically renew. See Section 7 for details.

RIGHT OF RESCISSION. You may rescind this Agreement (as defined below) and the pending enrollment, within 10 calendar days after the Electric Utility (as defined below) processes the enrollment request, by contacting AEP Energy at 1-877-726-0214 (toll-free), Monday through Friday between 7:00 am to 6:00 pm CPT and Saturday between 8:00 am to 12:00 pm CPT or the Electric Utility at 1-800-334-7661. The Right of Rescission only applies when you initially switch to AEP Energy and not upon renewal.

Switching. AEP Energy will pass through to you any fees for switching to AEP Energy.

Additional Disclosures. AEP Energy is an independent seller of power and energy service certified by the Commission. AEP Energy is the Aggregation Supplier to the Aggregation Program operated by the Village of Maple Park, Illinois . The Electric Utility remains responsible for the delivery of power and energy to your premises and will continue to respond to any service calls and emergencies and switching to a retail electric supplier will not impact your electric service reliability. You will receive written notification from the Electric Utility confirming a switch of your power and energy supplier. You can contact AEP Energy for more information by calling 1-877-726-0214 (toll-free), Monday through Friday

between 7:00 am to 6:00 pm CPT and Saturday between 8:00 am to 12:00 pm CPT or visiting AEPenergy.com/help or your Electric Utility at 1-800-334-7661 or the Commission's Consumer Services Division at telephone number for complaints is 1-800-524-0795.

Cancellation/Termination Provisions/Failure to Pay. Any failure to pay undisputed amounts due us or other failure to perform your obligations under this Agreement shall be deemed a breach of this Agreement permitting AEP Energy to terminate this Agreement.

These Terms and Conditions (this "Agreement") are your agreement for Generation Service and applicable Transmission Services with AEP Energy, Inc. ("AEP Energy"). Please keep a copy of this Agreement for your records. AEP Energy is certified/licensed by the Illinois Commerce Commission ("Commission") to offer and supply Generation Service in Illinois. As an Alternative Retail Electric Supplier (ARES), AEP Energy will supply the electric generation services and provide applicable Transmission Services to your local electric utility ("Electric Utility") based on your usage. Your Electric Utility then distributes or delivers the electricity to you. Your Distribution Service will remain with your current Electric Utility, which is regulated by the Commission.

TERMS AND CONDITIONS OF SERVICE

All electricity will be supplied and delivered under your community's ("Governmental Aggregator") electricity aggregation program (the "Aggregation Program"), which is governed by the Illinois Governmental Aggregation Master Retail Electric Supply Agreement between the relevant Governmental Aggregator and AEP Energy (the "Program Agreement"). You participate in the Aggregation 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 (the "Aggregate Area") applicable under the Program Agreement (not otherwise included in the most recent "opt-out" process) that enters into this Agreement directly with AEP Energy. Your Electric Utility 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.

1. Eligibility. Customers must reside within the Aggregate Area of the Aggregation Program. Retail Customer accounts that are on residential rates codes and Small Commercial Retail Customers with annual usage less than 15 MWh 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.

2. Basic Service Prices. During the term of this Agreement, you agree to pay AEP Energy a price for all applicable combined Transmission Service, Generation Service, and Generation-Related Charges as specified in "Generation Service Charges" listed above,

including any applicable taxes, if any. For the "Term" listed above, all kilowatt-hours ("kWh") of electric energy metered by the Electric Utility shall be billed at the rate per kWh specified above. In addition to AEP Energy's charges, you will be charged by your Electric Utility for Distribution Service and other Electric Utility charges and fees. In the event that there is any new, or any change in existing, law, regulation, rule, statute, order, filed tariff, decision, judgment or judicial decision, decree, or other event, including any change or increase in any formula rate calculation or charge (e.g., any increase in the rate for network integration transmission service or capacity by the Electric Utility or Regional Transmission Organization ("RTO"), as applicable), or any change in any interpretation, procedures, or application of any of the foregoing, by any governmental authority, court, Electric Utility, RTO, Independent System Operator (ISO), or other regulated service provider (a "Regulatory Event"), and such Regulatory Event results in AEP Energy incurring additional or increased costs or expenses or other adverse economic effects relating to providing the services contemplated herein (collectively, "Additional Costs"), AEP Energy may pass through to you any such Additional Costs. Furthermore, Additional Costs may be assessed to you as prescribed by the Commission.

3. Length of Agreement. Your service from AEP Energy will begin with the next available meter-reading following: (a) the end of the Opt-Out period without your opting-out or receipt of your opt-in enrollment and (b) the acceptance of the enrollment request by your Electric Utility, and will continue for the Term, unless otherwise terminated, ending on the meter read date for the last month of service.

4. Billing. You will continue to receive a single bill from your Electric Utility that will contain both your Electric Utility and AEP Energy charges, including applicable taxes. If you do not pay your bill by close of business on the due date, AEP Energy may cancel this Agreement in accordance with the provisions set forth above in "Cancellation/Termination Provisions/Failure to Pay". Upon cancellation you will be returned to your Electric Utility as a customer. You will remain responsible to pay AEP Energy for any electricity used before this Agreement is cancelled as well as any late payment charges, penalties or fees. Further, your failure to pay Electric Utility charges may result in your electric service being disconnected in accordance with the Electric Utility tariff.

5. Penalties, Fees, and Exceptions. If you do not pay the full amount owed to AEP Energy by the close of business on the day the bill is due, as set forth on the invoice, AEP Energy may charge a late payment fee up to 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. If you fail to timely pay the amounts due under this Agreement and we refer your outstanding balance to an attorney or collection agent for collection, you agree to pay reasonable fees and expenses (including attorneys' fees) that we incur in the collection process.

6. Customer 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 Electric Utility 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).

7. Contract Expiration. At the end of its Term, this Agreement will expire. You are responsible for arranging your electric supply upon the expiration of this Agreement.

8. Dispute Procedures. Prior to initiating any action, suit or proceeding, you and AEP Energy both agree to try to resolve any dispute informally. To initiate informal dispute resolution, including with any questions concerning the terms of service, billing, disputes and complaints, contact AEP Energy with any questions concerning the terms of service, billing, disputes and complaints by phone at 1-877-726-0214 (toll-free), Monday through Friday between 7:00 am to 6:00 pm CPT and Saturday between 8:00 am to 12:00 pm CPT or in writing at AEP Energy, 1 Easton Oval, Suite 200, Columbus, OH 43219, Attn: Customer Care. Our web address is AEPenergy.com/help. If your complaint is not resolved after you have called AEP Energy and/or your Electric Utility, you may also contact the Commission's Consumer Services Division at 1-800-524-0795.

9. CLASS ACTION WAIVER AND WAIVER OF JURY TRIAL. Both you and AEP Energy agree that all actions, suits and/or proceedings arising out of, related to, or in connection with this Agreement shall be brought in the plaintiff's or claimant's individual capacity and not as a plaintiff, class member, or representative class member in any purported class action, collective action, or representative action or proceeding. THE PARTIES WAIVE ANY RIGHT TO ASSERT ANY CLAIMS AGAINST THE OTHER PARTY (INCLUDING ITS AFFILIATES, AGENTS, EMPLOYEES, DIRECTORS, OFFICERS, AND ASSIGNS) AS A REPRESENTATIVE OR MEMBER IN ANY CLASS ACTION, COLLECTIVE ACTION, OR REPRESENTATIVE ACTION OR PROCEEDING, EXCEPT WHERE SUCH WAIVER IS PROHIBITED BY LAW OR DEEMED BY A COURT OF LAW TO BE AGAINST PUBLIC POLICY. TO THE EXTENT EITHER PARTY IS PERMITTED BY LAW OR COURT OF LAW TO PROCEED WITH A CLASS OR REPRESENTATIVE ACTION AGAINST THE OTHER, THE PARTIES AGREE THAT: (A) THE PREVAILING PARTY SHALL NOT BE ENTITLED TO RECOVER ATTORNEYS' FEES OR COSTS ASSOCIATED WITH PURSUING THE CLASS OR REPRESENTATIVE ACTION (NOT WITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT); AND (B) THE PARTY WHO INITIATES THE PROCEEDING OR PARTICIPATES AS A NAMED REPRESENTATIVE OF ANY PURPORTED CLASS WILL NOT SUBMIT A CLAIM OR OTHERWISE PARTICIPATE IN ANY RECOVERY SECURED THROUGH THE CLASS OR REPRESENTATIVE ACTION. Nothing in this Agreement shall impair your right to make an informal or a formal complaint to the Commission. YOU AND AEP ENERGY BOTH AGREE THAT BOTH PARTIES ARE WAIVING A RIGHT TO A JURY TRIAL. The dispute resolution provisions set forth in the "Dispute Procedures" section and this section shall survive termination of the Agreement.

10. Miscellaneous. AEP Energy assumes no responsibility or liability for the following items that are the responsibility of the Electric Utility: operation and maintenance of the Electric Utility's electrical system, any interruption of service, termination of service, or deterioration of the Electric Utility's service. In the event of a power outage, you should contact your local Electric Utility. AEP Energy reserves the right to re-price any account(s) or return you to the Electric Utility if your rate code or meter type is changed and/or the account is no longer eligible for the Program. Any notice, demand or other communication to be given hereunder, including, without limitation, any termination notice, shall be in writing and delivered to the address or email address maintained

on file for you. This Agreement supersedes all prior written or oral agreements.

11. 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 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 Commission or RTO), accidents, strikes, labor troubles, required maintenance work, inability to access the local distribution utility system, nonperformance by the Electric Utility 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.

12. Remedies. UNLESS OTHERWISE EXPRESSLY PROVIDED HEREIN, 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.

13. Customer Liability and Indemnification of AEP Energy. You assume full responsibility for electricity supply furnished to you at the delivery point(s) and on your side of the delivery point(s), and agree to and shall indemnify, defend, and hold harmless AEP Energy, its parent company and all of its affiliates or subcontractors, and all of their respective managers, members, officers, directors, shareholders, associates, employees, servants, and agents from and against any and all claims, losses, expenses, damages, demands, judgments, causes of action, and suits of any kind (hereinafter collectively referred to as "Claims"), including Claims for service interruptions, loss or termination of service, deterioration of electric services, personal injury, death, or damages to property occurring at the delivery point(s) or on your side of the delivery point, including upon your premises, arising out of or related to the electricity and/or your performance under this Agreement. AEP Energy shall cease to have title to and risk of loss related to the electricity when it is delivered to you at the delivery point(s) and on your side of the delivery point(s). Neither AEP

Energy nor any of its affiliates or subcontractors will be responsible for any failure to commence or terminate electric generation service on the date specified herein due to any failure or delay in enrolling you with the Electric Utility.

14. Assignment and Severability. You shall not transfer or assign this Agreement or your rights hereunder without the prior written consent of AEP Energy. AEP Energy may, without your consent, assign this Agreement to another ARES, including any successor, in accordance with the rules and regulations of the Commission. 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.

15. Choice of Law and Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois without giving effect to any conflicts of law principles which otherwise might be applicable. Any 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 Cook County, Illinois. 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.

16. Contact Information and Notices. AEP Energy, 1 Easton Oval, Suite 200, Columbus, OH 43219, Attn: Customer Care. For more information, call 1-877-726-0214 (toll-free), Monday through Friday between 7:00 am to 6:00 pm CPT and Saturday between 8:00 am to 12:00 pm CPT or visit AEPenergy.com/help. You agree and authorize

that AEP Energy and/or its third-party service providers may listen to, monitor, and/or record telephone your 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.

AEP Energy is a licensed Alternative Retail Electric Supplier (ARES). While it is an independent supplier of power certified by the Illinois Commerce Commission, AEP Energy is not soliciting on behalf of, endorsed by, acting on behalf of, and is not an agent of your electric utility, any governmental body, or consumer group. AEP Energy is not the same entity as your electric delivery company. You are not required to enroll with AEP Energy.

17. Definitions: "Alternative Retail Electric Supplier" means an entity licensed by the Commission to sell electric energy to retail customers. "Generation Service" means the production of electricity. "Generation-Related Charges" means those charges or costs associated with the production, procurement and supply of electricity. "Non-bypassable utility charges and fees" means those Electric Utility charges and fees payable by you regardless of whether the Electric Utility or an ARES provides Generation Service. "Transmission Service" means moving high voltage electricity from a generation facility to the distribution lines of an Electric Utility. "Distribution Service" means the physical delivery of electricity to customers by the Electric Utility.