



December 17, 2012

Thank you for being a loyal DP&L Energy customer. We are pleased to inform you about another opportunity to save even more on your generation and transmission charges – with a special offer for the City of Wilmington from DP&L Energy¹.

The City of Wilmington researched many pricing options and chose to partner with DP&L Energy to provide participating residents a fixed price of 5.29 cents per kilowatt-hour (kWh) on their electric generation through the January 2015 meter read. There is no fee from Dayton Power & Light or from DP&L Energy to switch to this the program.

Most of your neighbors will be taking advantage of these savings made possible through the government aggregation program in your area. As a current DP&L Energy customer your termination fee will be waived if you join the aggregation program. You can join by:

1. signing the attached Residential and Commercial Terms and Conditions of Service document and either emailing to dplegovagg@dplinc.com or by fax at 937/259-7867, or
2. mailing to: DP&L Energy
Attn: Wilmington Aggregation Program
1065 Woodman Drive
Dayton, OH 45432

If you have any questions, please call DP&L Energy at 1-888-674-3753, Monday through Friday, 8 a.m. through 5 p.m. Please do not call the City of Wilmington with aggregation program questions.

Sincerely,

A handwritten signature in black ink that reads "Randy Riley".

Randy Riley, Mayor
City of Wilmington

¹ DP&L Energy and Dayton Power & Light are separate but affiliated companies. Customers do not have to buy DP&L Energy's products in order to continue to receive quality, regulated service from Dayton Power & Light.



Residential and Commercial Terms and Conditions of Service

These Terms and Conditions together with the enrollment information and opt-out notification are your agreement for electric generation service ("Agreement") with **DPL Energy Resources, Inc.** ("DPLER"), a subsidiary of DPL Inc. ("DPL") located at 1065 Woodman Drive, Dayton, Ohio 45432. "We", "us" or "our" refers to DPLER, and "you" or "your" refers to the Customer. "Utility" refers to The Dayton Power and Light Company ("DP&L"). DPLER is an unregulated affiliate of DP&L and is not the utility. This Agreement is subject to the Master Agreement between DPLER and the Community ("Community") dated November 19, 2012 ("Master Agreement"). In the event of any inconsistency between the Terms and Conditions of this Agreement and the Master Agreement, the Master Agreement shall control. Please keep a copy of this Agreement for your records.

1. Eligibility - This Agreement is available to Customers located in the Community receiving service under the Utility's residential rates (Residential Customers) who do not participate in the Percentage of Income Payment Plan and/or non-residential, non-mercantile customers with annual usage requirements less than 700,000 kWh (Commercial Customers). If you are a Commercial Customer and your maximum annual peak demand on any account is now or subsequently increases to equal or exceed 100 kW based on the most recent twelve months, we may serve or continue to serve you under this Agreement provided you agree to the installation of an interval meter and you comply with the requirements of Section 17 of this Agreement.
2. Nature of the Services – Upon execution of this Agreement, we agree to provide electric generation supply, which currently includes all electric energy, capacity, by-passable ancillary services, by-passable transmission and alternate and renewable energy requirements required by a competitive retail electric supplier ("Service") to meet the Customer's full usage requirements for electric supply during the term of this Agreement. In return, the Customer agrees to receive and pay for that Service. Our obligation to provide this Service is subject only to the occurrence or non-occurrence of any act or event that is not reasonably within our control.
3. Term – As a part of your Community's program, your Service from DPLER will commence with the next available meter reading and after processing of the enrollment by your Utility, and will continue for the term as specified in the opt-out notification.
4. Price – The price to Customer for Service received under this Agreement shall be **\$0.05293 per kilowatt-hour**.
5. Right to Rescind. If you do not opt out and are enrolled to receive Service from DPLER, you can rescind your acceptance of this Agreement with no penalty within seven (7) calendar days from the postmark date on the confirmation notice that will be sent to you by the Utility by following the instructions in the confirmation notice. Cancellations may be made to the Utility by telephone.
6. Billing and Payments – For each account, you will receive one monthly bill from the Utility with its charges and our charges, and you will continue to pay your bill following the Utility's billing and payment policies. The Utility's charges include distribution (delivery) service and all non-bypassable charges of the Utility that are approved by the PUCO. If you have any questions regarding the Utility charges, please contact the Utility directly at 1-800-433-8500. Failure to pay your Utility charges may result in disconnection as provided for in the Utility's tariff. If you do not pay your bill on time, you may incur late fees or automatically be returned to Utility's standard offer service. You may also forfeit your ability to choose another electric generation provider until arrearages are paid. We may cancel this Agreement upon fourteen (14) days written notice for non-payment. . We may in our sole discretion provide a budget billing option to residential accounts for supplier related charges. We must be able to obtain at least 7 months historical usage for your account or premise. We will set your supplier related budget bill amount based on your historical usage and your pricing plan. You will be billed for any budget bill balance owed to us, or provided with a credit for any budget bill balance owed to you a) at least once per year, and b) when your service with us ends. We reserve the right to adjust your budget bill amount twice per year based on your historical usage and your current pricing plan.
7. Actions of Governmental and Regulated Entities – If a Regulatory Event (as defined in the Master Agreement) occurs, or if action is taken by the Utility, applicable regional transmission organization, transmission provider, or any federal, state or local governmental authorities, which materially changes the amounts charged by such entities to us or charged by such entities to our wholesale supplier and charged to us, or which materially changes the manner in which we provide Service to you, we may, in our sole discretion, elect to adjust the price for Service under this Agreement to account for any such cost increases or other changes.
8. Environmental Disclosure - Our environmental disclosure information is provided with this Agreement and is shown at our website. The specific web address is: www.dplenergy.com/environmental_disclosures You agree that we

may make required quarterly updates electronically at our website. We will also provide the information to you at no charge upon request.

9. Contacting Us - You can reach us:

By mail at 1065 Woodman Drive, Dayton, Ohio 45432;

By telephone at 1-888-674-3753

Internet: www.dplenergy.com

Our business hours are 8:00 AM to 5:00 PM Eastern Time, Monday through Friday.

10. Questions and Disputes - If you have a complaint that is not resolved after you have called us and/or your electric Utility, or for general utility information you may contact the PUCO for assistance toll-free at 1-800-686-7826, or for TDD/TTY toll-free at 1-800-686-1570, from 8 AM to 5 PM, Monday through Friday, or at www.PUCO.ohio.gov. Residential Customers may also contact the Ohio Consumers' Counsel for assistance with the complaints and Utility issues at 1-877-742-5622 (toll free) from 8:00 AM – 5:00 PM EST weekdays, or www.pickocc.org.

11. Access to and Release of your Information - You agree that the Utility may provide us with any information we need to help us serve you, including your meter readings, billing records, consumption records, and projections. You also agree that we may provide Utility with a copy of this Agreement, and you authorize the Utility to treat a copy of this Agreement as the original during the term. We will not release your account number or social security number without your written consent, except for our own credit and collection purposes, for permitted assignments of this Agreement or as otherwise required by law. This Agreement shall be considered executed by DPLER following the end of the 21-day opt-out period, the end of the 7 day rescission period and subsequent acceptance of the enrollment by your Utility.

12. Opt-Out - At least every three years you will be given the opportunity to opt-out of your Community's aggregation program at no cost. You are responsible for arranging your electric supply upon expiration or termination of this Agreement.

13. Miscellaneous - You have the right to request your Service payment history from us twice within a 12 month period for up to the 24 month period predating the request without charge. If you switch back to the Utility you may not be served at the same rates, terms and conditions as other Utility customers. You are solely responsible for any contract termination fees or any other fees and damages assessed by any other competitive retail electric supplier.

14. Termination by Customer - You may terminate this Agreement without penalty if you move outside the area we are certified to serve or where we charge a different price. During the initial term or any renewal term, you may terminate this Agreement at any time upon payment of an early termination fee equal to \$75 for Residential or Commercial Accounts

15. Successors and Assigns – We may assign this Agreement to an affiliate or third party, in whole or in part, and will provide you with forty-five (45) days written notice of any assignment.

16. LIMITATION OF REMEDIES, LIABILITY AND DAMAGES - THE REMEDY IN ANY CLAIM OR SUIT BY YOU AGAINST US WILL BE LIMITED TO THE LESSER OF THE DIRECT ACTUAL DAMAGES, OR THE AMOUNT PAID TO US UNDER THIS AGREEMENT FOR THE SIX MONTH PERIOD PRIOR TO THE OCCURRENCE THAT GAVE RISE TO SUCH CLAIM.

17. Interval Meter – If you are a Commercial Customer for Service to any account(s) with maximum peak demand that is or subsequently increases to be greater than or equal to 100kW for the most recent twelve month period, Interval Meters are required. DPLER will pay to the Utility the charges for the required interval metering. In the event that Customer elects, or is required, to receive generation service from any entity other than DPLER, its successor or assignee, including Customer's return to the Utility's Standard Service Offer, DPLER, its successor or assignee may require Customer to reimburse it for the amount paid to the Utility for the interval meter and its installation. Interval metered customers are required, by the Utility tariff, to install a dedicated telephone line to the interval meter. Customer is entirely responsible for the telephone line installation and any ongoing or extraordinary costs related thereto

PRIVILEGED AND CONFIDENTIAL



I have read and agree to the Terms and Conditions of the City of Wilmington Aggregation Program.

Authorized Signature

Date

Print Name

Print e-mail address

Account No.

Service Address

Customer Initials: _____ I understand that DP&L Energy is not the Dayton Power & Light Company. Through this agreement, I will receive my generation service from DP&L Energy, which is not the regulated utility.

Please provide a copy of each bill with the signed agreement –

Fax to 937-259-7867,
Email to DPLEnergyCare@DPLInc.com
or Mail to: DP&L Energy, Attn: Wilmington Aggregation Program, 1065 Woodman Drive, Dayton, OH 45432

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