

**Master Services Agreement
Between
City of Gahanna
And
Green Mountain Energy Company**

This Master Services Agreement (the "Agreement") is entered into as of _____ ("Effective Date") between **Green Mountain Energy Company** ("Green Mountain") and the **City of Gahanna, Ohio** ("Municipality"). Capitalized terms not defined in the Sections of this Agreement shall have the respective meanings ascribed to them in **Exhibit A**, hereto, "Definitions."

WHEREAS, Green Mountain is certified by the Public Utilities Commission of Ohio ("PUCO") as a Competitive Retail Electric Service ("CRES") Provider to sell competitive retail electricity and related service to consumers and governmental aggregation programs in the State of Ohio.

WHEREAS, the Parties desire to enter into certain transactions associated with Green Mountain's provision of CRES generation and related services (collectively, "Retail Electric Services") necessary to serve the electricity accounts of Aggregation Members within the electric service territory of Columbus Southern Power Company ("Columbus Southern"), a subsidiary of the American Electric Power Company ("AEP"), enrolled in the Municipality's Governmental Aggregation program.

WHEREAS, Green Mountain provides CRES and related services to inhabitants of municipal corporations, inhabitants of boards of township trustees, and inhabitants of boards of county commissioners acting as Governmental Aggregators for the provision of competitive retail electric service-under authority conferred by, inter alia, Section 4928.20, Revised Code.

WHEREAS, The Municipality has been or will be certified by the Commission as a Governmental Aggregator pursuant to Chapter 4901:1-24-01, et. seq. OAC.

WHEREAS, the Municipality has established or desires to establish a Governmental Aggregation program whereby the Municipality, as Governmental Aggregator, will arrange for the provision of competitive retail electricity and related service to certain eligible inhabitants that do not opt-out of and otherwise elect to participate in the Governmental Aggregation program.

WHEREAS, by this Agreement, Green Mountain desires to enter into a relationship with Municipality whereby Green Mountain shall provide the Retail Electric Services necessary to serve the Aggregation Members of the Municipality's Governmental Aggregation.

WHEREAS, Municipality is or will be duly authorized to act for the Aggregation Group to purchase the Retail Electric Services hereunder; and

WHEREAS, the Parties have established herein the terms and conditions governing Green Mountain's provision of the Retail Electric Services for the Governmental Aggregation.

NOW, THEREFORE, the Parties, intending to be bound hereby and in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

Article One. Provision of Service

1.1 Obligations and Duties

(a) Authority to Purchase: The Municipality, as Governmental Aggregator, is or will be authorized to arrange from Green Mountain the Retail Electric Services for and on behalf of the Aggregation Members of the Aggregation Group pursuant to the terms of this Agreement and the Operation Plan set forth in Section 1.7 below herein. Green Mountain shall be the sole and exclusive provider of Retail Electric Services for those Aggregation Members of the Aggregation Group included within the rate classes set forth in **Exhibit B** hereto. Green Mountain shall not be obligated to serve any customers other than those in the rate classes listed in **Exhibit B**.

Municipality may seek a different provider for the customers not included in the rate classes set forth in **Exhibit B**. Municipality may, in its sole discretion, provide Green Mountain with the opportunity to serve those customers

(b) Governmental Aggregator. Municipality shall obtain and maintain a certificate from the Commission to perform the functions of the Governmental Aggregator. Green Mountain will provide the Municipality with all necessary data that is reasonably available to Green Mountain to assist the Municipality with filings or any other information required by the Commission.

(c) Opt-Out Provisions. Green Mountain, with the reasonable cooperation of the Municipality, will be responsible for administering the initial and ongoing "opt -out" procedures to eligible customers. The Municipality and Green Mountain shall cooperate in the developing, review, approval, printing, posting and issuance of all opt-out correspondence to assure that the initial opt-out notices with the agreed upon pricing, terms, and procedures can be sent out by Green Mountain to the eligible customers at the earliest time practicable, but no later than , 2003 unless the parties mutually consent to a different date.

(d) Administration and Assignment. Green Mountain shall be responsible for the administration of the accounts of the Aggregation Members. Pursuant to the Municipality's authority as Governmental Aggregator, the Municipality assigns the right to collect the applicable past due amounts owed to Green Mountain as set forth in this Agreement.

1.2 Firm Power Supply. Green Mountain will provide sufficient firm Retail Electric Services to the Delivery Point of the Local Utility, as defined in Section 1.3 hereof, to serve the requirements of the Aggregation Group. If Green Mountain has arranged for firm transmission service for the delivery to the Delivery Point of the Local Utility, the Parties acknowledge that any failure or interruption after the Local Utility's Delivery Point, including any failure or

interruption in distribution service to the Aggregation Group, is solely the responsibility of the Local Utility and Green Mountain shall not be responsible for any such failure or interruption, including any losses or costs to the Municipality or the Aggregation Group as the result of such interruption by the Local Utility.

1.3 Delivery Point. The "Delivery Point" for applicable Retail Electric Services supplied by Green Mountain to the Aggregation Group shall be any interface with the Local Utility for direct redelivery to the Aggregation Group by the Local Utility. Such Retail Electric Services shall be in a form and quality compatible with the Local Utility's electric distribution system.

1.4 Responsibility for Delivery Costs. Green Mountain will be responsible for obtaining or providing firm transmission service up to the Delivery Point, and shall be responsible for all costs, liabilities, taxes, losses and charges of any kind to the Delivery Point. The Local Utility shall provide the electric distribution service from the Delivery Point to the meters of the Aggregation Members. Responsibility for all costs, liabilities, taxes, losses and charges of any kind after the Delivery Point is governed by the Local Utility's distribution tariff, and shall be the responsibility of each respective Aggregation Member.

1.5 Municipality as Governmental Aggregator. The Municipality as Governmental Aggregator has no financial responsibility whatsoever.

1.6 Credit Risk & True-Up Procedures. Green Mountain will be responsible for the risk of non-payment by any Aggregation Member for the Retail Electric Services-related portion of any such Aggregation Member's electric bill, subject to the "Bad Debt" risk as set forth in **Exhibit C** hereto. If this Bad Debt risk exceeds one and one-half percent (1.5%) of the total outstanding billings of the Aggregation Group portfolio, calculated as described in **Exhibit C** hereto, Green Mountain may apply a surcharge by way of a rider to the existing rates pursuant to the methodology set forth in **Exhibit C**. The Local Utility shall continue to bear the risk of non-payment by any Aggregation Member of any portion of such Aggregation Member's bill not related to the Retail Electric Services.

1.7 Plan of Operation and Governance. Green Mountain shall assist Municipality in the development of a Plan of Operation and Governance ("Operation Plan") for the provision of the Retail Electric Services. The Municipality shall comply with all material terms of the Operation Plan, which Operation Plan shall comply with the Commission's requirements.

1.8 Consumer Education. Green Mountain shall assist the Municipality in designing and implementing a consumer education plan concerning electric de-regulation in Ohio.

1.9 Environmental Disclosures. Green Mountain will be responsible for preparing and paying for any environmental disclosures.

1.10 Other Assistance. Green Mountain will endeavor to assist Municipality with other matters as mutually agreed to by the parties.

Article Two. Load & Load Information

2.1 Customer Data and Load Forecast Information. Municipality hereby authorizes Green Mountain to obtain from the Local Utility all applicable Customer Data and Historical Load information regarding the Load consumption characteristics of the Aggregation Group (collectively, the "Load Forecast Information") when available and necessary. Municipality will assist Green Mountain in obtaining any Load Forecast Information including, but not limited to, planned or unplanned reductions or increases in the power consumption of the Aggregation Group as a whole or the addition or deletion of any specific Load Asset. Upon request by Green Mountain, Municipality shall promptly provide to the Local Utility the authorizations and/or approvals necessary for Green Mountain to obtain the Load Forecast Information.

2.2 Release of Customer Information. The Municipality will cooperate with Green Mountain and promptly provide appropriate authorization and documentation to enable the Local Utility to release to Green Mountain the applicable and necessary Load Forecast Information and Customer data from the Local Utility, including for customers moving into or within the Municipality's boundary. Green Mountain shall use all such information solely in connection with its service to the Governmental Aggregation..

2.3 Addition of Aggregation Members. Consumers that: (a) become part of the Aggregation Group for the first time after the opt-out opportunity(s); or (b) "opt-out" of or otherwise leave the Aggregation Group at any time and desire to re-join the Aggregation Group may, during the term of this Agreement, be accepted by Green Mountain and served at the then-current price hereunder or at a market-based price, at Green Mountain's sole and absolute discretion. Green Mountain may develop an alternative rate for eligible consumers that have exited and desire to reenter the Aggregation Group.

Aggregation Members that move from one location to another within the Municipality's boundary will retain their participant status at their then-existing price. If the consumer moves out of the Municipality's corporate limits, all obligations, except for the consumer's obligation to pay all amounts owed, shall cease as between that consumer, Green Mountain, and the Municipality, effective with the consumer's termination of service with the Local Utility relative to its participation in the Governmental Aggregation.

Consumers that opt-out of or otherwise leave the Aggregation Group will default to the appropriate Local Utility's Standard Service Offer or other appropriate service.

2.4 Exit Fee. Residential consumers that join the Aggregation Group and then leave during the first two years of their then current service period may be charged by Green Mountain a \$25 exit fee at Green Mountain's sole and absolute discretion.

Article Three. Operations

3.1 Scheduling. Green Mountain, either directly or through its designee shall be perform all scheduling. Green Mountain shall be responsible for all scheduling for delivery to the Aggregation Members.

3.2 Metering. Metering shall continue to be done by the Local Utility or other entity approved by the Commission.

3.3 Start Date. The “Start Date” for service to each Aggregation Member shall be the first appropriate meter-read date.

3.4 End Date. Upon the conclusion or termination of this Agreement, the end date for service to each Aggregation Member shall be the next immediate metering date after the effective date of such conclusion or termination subject to the Local Utility’s procedures. Upon the conclusion of the opt-out term between each Aggregation Member and Green Mountain, the end date for service for the Aggregation Member shall be pursuant to the opt-out procedures.

Article Four. Prices and Fees

4.1 Price. Green Mountain shall charge the rates for service provided to Aggregation Members based on the assigned rate class as set forth in **Exhibit B** hereto.

4.2 Switching Fee Reimbursement. Green Mountain will charge to Aggregation Members the applicable switching fee imposed by the Local Utility.

Article Five. Billing

5.1 Billing. The Local Utility will provide consolidated billing for the services provided hereunder. Notwithstanding the foregoing, if offered by the Local Utility in the future, Green Mountain may at its sole option provide consolidated billing to Aggregation Members. Under no circumstances will a dual billing option be offered absent the Municipality’s consent; but such option may be offered if the Local Utility no longer offers consolidated billing.

Article Six. Contingencies and Force Majeure

6.1 Contingencies.

(a) Regulatory Events. The following events constitute a “Regulatory Event” hereunder:

(i) Illegality. Due to the adoption of, or change in, any applicable law, or in the interpretation of any applicable law by any judicial or government authority with competent jurisdiction, it becomes unlawful for a party to perform any obligation under this Agreement.

(ii) Adverse Government Action. (A) Any regulatory agency or court having jurisdiction over the Agreement requires a material change to the terms of this Agreement that materially and adversely affects a party’s ability to perform hereunder or other provide the Retail Electric Services, or (B) Regulations or court action adversely and materially impacts a party’s ability to perform hereunder or otherwise provide the Retail Electric Services.

- (iii) Adverse Governing Organization Action. Any action by a Governing Organization that adversely and materially impacts a party's ability to perform hereunder or otherwise provide the Retail Electric Services.
- (iv) New Taxes. Any ad valorem, property, occupation, severance, generation, first use, conservation, Btu or energy, transmission, utility, gross receipts, privilege, sales, use, consumption, excise, lease, transaction or other governmental charge, license, fee or assessment (other than such charges based on net income or net worth), or increase in such charges, or application of such charges to a new or different class of parties, enacted and effective after the Effective Date.

(b) Termination Event. The end or material modification of the Market Development Period (as defined by Am. Sub. S. B. 3 ("SB 3"), the Commission and in the Local Utility's Transition Plan Settlement) shall constitute a "Termination Event" hereunder.

(c) Notice, Negotiation, and Early Termination. Upon the occurrence of a Regulatory Event or Termination Event, the adversely affected party shall within ten (10) days give notice to the other party that such event has occurred. Within thirty (30) days, or such other period as the Parties may agree to in writing, each party will enter into good faith negotiations with the other party to amend or replace this Agreement. In the case of a Regulatory Event, the Parties shall attempt to amend this Agreement so that the adversely affected party is restored as nearly as possible to the economic position it would have been in but for the occurrence of the Regulatory Event. In either case, if the Parties are unable, within thirty (30) days of initiating negotiations, or such other period as the Parties may agree to in writing, to agree upon an amendment to the Agreement, the adversely affected party shall have the right, upon subsequent additional thirty (30) days prior written notice, to terminate and close out its obligations under the Agreement pursuant to the terms of Section 9.1 hereof.

6.2 Force Majeure.

(a) Neither party shall be considered to be in default in the performance of its obligations under this Agreement, if its failure to perform results directly from a Force Majeure event. In the event that either party is unable, wholly or in part, to meet its obligations under this Agreement due to conditions of a Force Majeure event, the obligations of each party, , so far as they are affected by such Force Majeure, shall be suspended during the period of Force Majeure.

In the event any party hereto is rendered unable, wholly or in part, by Force Majeure to carry out its obligations hereunder, it is agreed that upon such party's (the "Claiming Party") giving notice and full particulars of such Force Majeure within three (3) Business Days after becoming aware of the cause relied upon, such notice to be confirmed in writing to the other Party, then the obligations of the Claiming Party shall, other than the obligation to make payments due hereunder and to the extent they are affected by such Force Majeure, be suspended during the continuance of said inability but for no longer period. The party receiving such notice of Force Majeure shall have until the end of the second (2nd) Business Day following such receipt to

notify the Claiming Party that it objects to or disputes the existence of an event of Force Majeure.

(b) The Claiming Party affected by an event of Force Majeure shall use due diligence to fulfill its obligations hereunder and to remove any disability caused by such event at the earliest practicable time. Nothing contained in this section shall be construed as requiring a party to settle any strike or labor dispute in which it may be involved.

Article Seven. Term

7.1 Initial and Renewal Terms. The term of this Agreement shall commence on the Effective Date hereof and terminate on December 31, 2005, subject to the early termination provisions set forth herein. This initial term will be extended for consecutive one (1) year terms unless written notice to terminate is given by either party, in the case of the initial term, at least three (3) months prior to the end of the initial term, and in the case of any renewal term, at least two (2) months prior to the end of any renewal term.

Article Eight. Representations and Warranties

8.1 Mutual Representations and Warranties. Each party represents and warrants to the other party, as of the Effective Date of this Agreement and of each delivery of electricity hereunder, that:

(a) It is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation and, if relevant under such laws, is in good standing;

(b) It has the corporate, governmental and/or other legal capacity, authority and power to execute and deliver this Agreement and any other document relating hereto to which it is a party, and to perform its obligations under this Agreement and any other document relating hereto to which it is a party, and has taken all necessary action to authorize such execution, delivery and performance;

(c) Such execution, delivery and performance do not violate or conflict with any law applicable to it, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets;

(d) All governmental and other authorizations, approvals, consents, notices and filings that are required to have been obtained or submitted by it with respect to this Agreement or any other document relating hereto to which it is a party have been obtained or submitted and are in full force and effect, and it has complied with all conditions and terms of any such authorizations, approvals, consents, notices and filings;

(e) Its obligations under this Agreement and any other document relating hereto to which it is a party are legal, valid and binding obligations, enforceable in accordance with their respective terms (subject to applicable bankruptcy, reorganization, insolvency, moratorium or

similar laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application regardless of whether enforcement is sought in a proceeding in equity or at law);

(f) No Bankruptcy Event has occurred and is continuing, and that a Bankruptcy Event would neither occur as a result of its entering into or performing its obligations under this Agreement or any other document relating hereto to which it is a party nor is presently or otherwise threatened;

(g) There is not pending or, to its knowledge, threatened against it or any of its Affiliates any action, suit or proceeding at law or in equity or before any court, tribunal, governmental body, agency or official or any arbitrator that is likely to affect the legality, validity or enforceability against it of this Agreement or any other document relating hereto to which it is a party or its ability to perform its obligations under this Agreement or such document;

(h) It has entered into this Agreement with a full understanding of the material terms and risks of transaction contemplated hereunder, and it is capable of assuming those risks;

(i) The other party is not acting as a fiduciary or in an advisory capacity to the other party; and

(j) All applicable information that is furnished in writing by or on behalf of it to the other party is, as of the date of the information, true, accurate and complete in every material respect.

8.2 Additional Representations of Municipality. Relative to this Agreement, Municipality further represents to Green Mountain, as of the Effective Date and of each delivery of electricity hereunder, that:

(a) The Municipality has or shall have a valid certificate as a Governmental Aggregator and will maintain such certificate at all times during the term hereof;

(b) All acts necessary to the valid execution, delivery and performance of this Agreement including, without limitation, competitive bidding, public notice, election, referendum, prior appropriation or other required procedures has or will be taken and performed as required under the Act, Regulations and the Municipality's ordinances, bylaws, policies or other regulations;

(c) No Authorizing Resolutions & Ordinances of the governing body or other authorized body of the Municipality limit or restrict in any regard the type, number, duration, quantity, price, or total value of transactions that the Municipality may enter into with Green Mountain;

8.3 Additional Representations of Green Mountain. Green Mountain further represents that it will transfer to the Aggregation Group good title, as applicable at the Delivery Point or otherwise of all Retail Electric Services delivered hereunder, that it has the right to sell such Retail Electric Services, that such Retail Electric Services shall be free from all taxes, liens, encumbrances and

claims, and that such Retail Electric Services complies with the technical specifications and will be in a form and quality specified by the Local Utility's distribution system.

8.4 Limitation of Warranties. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED BY THE PARTIES.

Article Nine. Default and Early Termination

9.1 If either party fails to comply with any material term or condition of this Agreement and such failure is not excused as Force Majeure, such party shall be in default under this Agreement. If a party is in default under this Agreement, the party claiming that the other party is in default shall give notice to the defaulting party in writing detailing the alleged default and requesting specific relief that is in accord with the terms and conditions of this Agreement. The party receiving such notice of default shall respond in writing within five (5) business days affirming or denying the alleged default and detailing how any such default under this Agreement will be cured. If the party claiming the default is not reasonably satisfied that such default has been cured within thirty (30) days following the date that the notice of default has been received by the defaulting party, the claiming party shall be free to seek legal redress and take such other actions, including termination of this Agreement, as it sees fit.

9.2 Enforcement of Remedies. The party claiming default under Section 9.1 above may enforce any of its remedies under this Agreement successively or concurrently at its option. All of the remedies and other provisions of this Article shall be without prejudice and in addition to any right of setoff, recoupment, combination of accounts, lien or other right to which any party or any of its Affiliates is at any time otherwise entitled (whether by operation of law or in equity, under contract or otherwise).

Article Ten. Liability

10.1 Limitation of Liability. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, NEITHER PARTY, NOR THEIR RESPECTIVE REPRESENTATIVES, SUCCESSORS OR ASSIGNS, SHALL BE LIABLE TO THE OTHER PARTY OR ITS REPRESENTATIVES, SUCCESSOR OR ASSIGNS, FOR CLAIMS, SUITS, ACTIONS OR CAUSES OF ACTION, UNDER ANY THEORY OF RECOVERY, FOR INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, MULTIPLE OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS OR REVENUE OR THE LOSS OF USE OF EITHER, COSTS OF REPLACEMENT RETAIL ELECTRIC SERVICES OR OF CAPITAL, OR CLAIMS OF CUSTOMERS OF THE OTHER PARTY RELATING TO LOSS OF RETAIL ELECTRIC SERVICES SUPPLY, EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT. THE PROVISIONS OF THIS SECTION 10.1 SHALL APPLY REGARDLESS OF FAULT AND SHALL SURVIVE TERMINATION, CANCELLATION, SUSPENSION, COMPLETION OR EXPIRATION OF THIS AGREEMENT.

Article Eleven. Notices

11.1 Unless otherwise specified, all notices, requests, statements or payments under this Agreement shall be made to the following:

Green Mountain Energy Company

City of Gahanna

All Notices:

All Notices:

Street: 3815 Capital of Texas Highway South
Suite 100

Street: _____

City and State: Austin, Texas

City and State: _____

Zip: 78704

Zip: _____

Attn: President, Midwest Region

Attn: _____

11.2 Notices shall, unless otherwise specified herein, be in writing and may be delivered by hand delivery, United States mail, overnight courier service. Notice by hand delivery shall be effective at the close of business on the day actually received, if received during business hours on a business day, and otherwise shall be effective at the close of business on the next business day after receipt. Notice by overnight United States mail or courier shall be effective two (2) business days upon delivery. Notice by regular US mail shall be effective five (5) business days following delivery. A party may change its addresses or the contact person by providing notice of same in accordance herewith.

Article Twelve. Confidentiality

12.1 Obligation of Confidentiality. The parties agree for themselves and their respective Representatives to keep confidential all Confidential Information provided hereunder and to use the Confidential Information solely for purposes related to this Agreement. Except as provided herein, Confidential Information shall not be disclosed by the receiving party ("Receiving Party") to any third party without the prior written consent of the disclosing party ("Disclosing Party"); and such third party shall be requested to treat the Confidential Information in accordance with this Agreement.

12.2 Disclosure. In the event either party is required to disclose such Confidential Information by a law, court, agency or other governing body having, or purporting to have, jurisdiction over the party, such party shall notify the other party prior to any disclosure, if such notice is, in the determination of the Receiving Party's counsel, permitted by law, so as to allow the other party an opportunity to resist such disclosure and/or to seek appropriate protection from further disclosure. If the Disclosing Party, in the determination of counsel, is compelled to disclose Confidential Information, the Disclosing Party may disclose that portion of the Confidential Information which the Disclosing Party's counsel advises that the Disclosing Party is compelled to disclose.

12.3 Proprietary Rights, Survival. Each party acknowledges the proprietary rights of the other party in and to the Confidential Information. The obligations under this Article Twelve shall survive the conclusion or termination of this Agreement for two (2) years.

Article Thirteen. General Terms

13.1 Entire Agreement, Amendments and Counterparts. The terms of this Agreement (including any exhibits, schedules and attachments hereto) constitute the entire agreement between the parties with respect to the matters set forth in this Agreement and may be changed only by written agreement executed after the date hereof by the Parties. All exhibits, schedules and addendums attached hereto are incorporated herein by reference. This Agreement and any modification hereof may be executed and delivered in counterparts, including by a facsimile transmission thereof, each of which shall be deemed an original.

13.2 No Waiver. No failure on the part of any party to exercise, and no delay in exercising, any right under this Agreement shall operate as a waiver thereof, nor shall any partial exercise of any such right preclude the exercise of any other right. No waiver shall be valid unless set forth in a mutually signed writing, and any such waiver shall not operate as a waiver of the same or any other right on another occasion, unless otherwise agreed to mutually in writing.

13.3 Headings. The headings used for the articles and sections herein are for convenience only and shall not affect the meaning or interpretation of the provisions of this Agreement.

13.4 No Partnership. Nothing in this Agreement shall constitute or be construed as constituting or tending to create an agency, partnership, master-servant or employer-employee relationship between the Parties.

13.5 Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the law of the State of Ohio without regard to principles of conflict of laws. The parties agree that any actions to be brought between them shall be brought only in Franklin County, Ohio, or where required by Ohio law, directly before the Commission. The parties consent to and shall not challenge the jurisdiction over this Agreement of Franklin County, Ohio.

13.6 Jury Trial Waiver. Both Parties waive any right to trial by jury in any action arising hereunder.

13.7 No Third Party Beneficiaries. This Agreement confers no rights or remedies whatsoever upon any person or entity other than the Parties and shall not create, or be interpreted as creating, any standard of care, duty or liability to any person or entity not a party hereto. Neither party shall be liable to a third party not a party to this Agreement for any unauthorized act or omission on the part of the other party, nor for any unauthorized obligation or debt incurred by the other party

13.8 Binding Effect. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and permitted assigns, except as expressly provided in this Agreement.

13.9 Assignment. This Agreement shall not be assigned by either party without the written consent of the other, which consent shall not be unreasonably withheld.

13.10 Authorization. Each party to this Agreement represents and warrants that it has full and complete authority to enter into and perform this Agreement. Each person who executes this Agreement on behalf of either party represents and warrants that he or she has full and complete authority to do so and that such party will be bound by the Agreement.

13.11 Prefatory Statements. The parties hereto agree and acknowledge that the prefatory statements in this Agreement are intended to be and shall be a part of the provisions of this Agreement.

13.12 Severability. If any provision of this Agreement is determined to be invalid, void, or unenforceable by any court having jurisdiction, such determination shall not invalidate, void or make unenforceable any other provision, agreement or covenant of this Agreement.

13.13 Agent. The Municipality may designate an agent or Representative to act on its behalf, which agent or Representative Municipality may change from time-to-time upon notice to Green Mountain.

Execution of Agreement

The Parties acknowledge their agreement to the terms herein by their signatures below.

City of Gahanna

By: _____

Name: _____

Title: _____

Green Mountain Energy Company

By: _____

Name: _____

Title: _____

Exhibit A

Definitions

"**Act**" means Ohio Revised Code, Chapter 4928, as amended.

"**Affiliate**" means, in relation to any person, any entity controlled, directly or indirectly, by such person, any entity that controls, directly or indirectly, such person, or any entity directly or indirectly under common control with such person. For this purpose, "control" of any entity or person means ownership of a majority of the voting power of the entity or person. With respect to Municipality, the term Affiliate shall include but not be limited to any political subdivision of Municipality, or an instrumentality agency or department of Municipality.

"**Aggregation Group**" means the collection of Aggregation Members.

"**Aggregation Member(s)**" means those retail residential customers whose meters are read on a cycle basis by the Local Utility, are within the corporate limits of the Municipality, and who are eligible to and do become members of the Municipality's Governmental Aggregation program.

"**Authorizing Resolutions & Ordinances**" means the resolutions and ordinances authorizing the Municipality to act as a Governmental Aggregator.

"**Bankruptcy Event**" means either party:

- (i) is dissolved (other than pursuant to a consolidation, amalgamation or merger), becomes insolvent, is unable to pay its debts or admits in writing its inability generally to pay its debts as they become due, or makes a general assignment, arrangement or composition with or for the benefit of its creditors;
- (ii) institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation;
- (iii) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or substantially all its assets, or has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets;
- (iv) in the case of the Municipality, there is appointed or designated any entity such as a board, commission, authority or agency to monitor, review,

oversee, recommend or declare a financial emergency or similar state of financial distress;

- (v) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (i) to (iv) inclusive; or
- (vi) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

“Commission” means the Public Utilities Commission of Ohio.

“Confidential Information” means any and all data and information of whatever kind or nature (whether written, electronic or oral) which is disclosed by one party (the “Disclosing Party”) to the other party (the “Receiving Party”) regarding itself, its business, and/or the business of its Affiliates. Information that is disclosed by one party to the other which the disclosing party believes is proprietary shall be deemed Protected Information, only if such claim of confidentiality is conspicuously disclosed in writing or other tangible form that is marked “confidential” at the time of transmittal or if disclosed verbally is described as confidential or proprietary at the time of the conversation and the disclosing party also supplements the verbal transmittal with a transmittal in writing or other tangible form that is conspicuously marked “confidential” or “proprietary” within five (5) days of the verbal disclosure. Each party shall have the right to correct any inadvertent failure to designate information as Confidential Information by providing the other party with timely written notification of the error, and the designated information shall be treated as Confidential Information from the time a party receives the written notification. Confidential Information does not include information: (a) in the public domain at the time of disclosure; (b) which after disclosure passes into the public domain, except by a wrongful act of the Receiving Party; (c) disclosed to the Receiving Party by a third party not under an obligation of confidentiality; (d) already in the Receiving Party’s possession prior to disclosure by the Disclosing Party; or (e) subject to disclosure pursuant to Revised Code Section 149.43 or any other applicable law.

“Customer Data” includes, without limitation: the customer's name, billing address, meter address, load and usage information, account number, rate classification, and similar information that is applicable and necessary for Green Mountain to provide its Retail Electric Services hereunder.

“Force Majeure” for purposes of this Agreement means an uncontrollable force that is not within the control of the party relying thereon and could not have been prevented or avoided by such party through the exercise of due diligence. Subject to the foregoing, Force Majeure shall include flood, earthquake, storm, drought, fire, pestilence, lightning, hurricanes, washouts, landslides and other natural catastrophes and acts of God; strikes, lockouts, labor or material shortage, or other industrial disturbances; acts of the public enemies, epidemics, riots, civil disturbance or disobedience, sabotage, terrorist acts, wars or blockades; governmental actions such as necessity to comply with any court order,

law, statute, ordinance or regulation promulgated by a governmental authority; or any other unplanned or non-scheduled occurrence, condition, situation or threat not covered above, which renders either party unable to perform its obligations hereunder, provided such event is beyond the reasonable control through the exercise of due diligence of the party claiming such inability. A change in economic electric power or other market conditions or economic hardship unrelated to an uncontrollable force shall not constitute a Force Majeure event. Failures or interruptions, including government ordered interruptions, on the systems of generation, transmission or distribution relied upon for supplying Retail Electric Services under this Agreement will constitute Force Majeure, provided that Green Mountain has arranged for firm transmission service as noted in this Agreement.

“Governmental Aggregator” means an eligible governmental entity certified by the Commission to act as a governmental aggregator for the provision of competitive retail electric service under authority conferred by, inter alia, Section 4928.20, Revised Code.

Governmental Aggregation” means a program certified by the Commission for the provision of competitive retail electric service under authority conferred by, inter alia, Section 4928.20, Revised Code.

“Governing Organization” means any transmission independent system operator, power pool or regional transmission organization, or any successor organization, group, agency, corporation or body.

“Historical Load” means the most recent history of hourly Load for the Aggregation Group and/or Aggregation Member(s).

“Load” means the electrical power demand of the Aggregation Group and/or Aggregation Member(s).

“Load Asset” means the electrical power demand of an Aggregation Member.

“Local Utility” means the electricity distribution utility providing services to the Aggregation Group of the Governmental Aggregation program.

“Regulations” means Public Utilities Commission of Ohio and Federal Energy Regulatory Commission rules, regulations and precedent, to the extent of their respective jurisdictions.

“Representative” means, as to a party, any Affiliate, or any shareholder, officer, director, employee, agent, attorney, or advisor of the party or its Affiliate.

Exhibit B

Service Classifications

Name of Local Utility	Residential or Commercial Customer Class?	CIS Codes
Columbus Southern Power	Residential	
Columbus Southern Power	Commercial	

ADD SPECIFIC RATES ---- SEE PARA 4.1 (PRICE) HEREIN.

Exhibit C

Credit Risk & True-Up Procedures

Pursuant to Section 1.6 in the Agreement (Credit Risk & True-Up Procedures), but subject to the absence of purchase of receivables arrangement with the Local Utility, Green Mountain may impose a surcharge to each Aggregation Member's then existing rate pursuant to the methodology set forth below:

Green Mountain will make reasonable efforts as outlined below to minimize the amount of past due amounts owed as a result of non-payment from the Aggregation Member(s) as defined below ("Bad Debt"). Green Mountain will remain responsible for Bad Debt to the extent such Bad Debt does not exceed 1.5% of the billed gross sales revenues by Green Mountain to the Aggregation Group as set forth herein. Any amount of Bad Debt in excess of this level may be collected from the Aggregation Group in the form of an additional fee (i.e., a Bad Debt rider) that will be incorporated into the rates charged by Green Mountain.

For the purposes of this section, Bad Debt is defined as follows. The amount of past due amounts owed to Green Mountain after the subject Aggregation Member(s) is "dropped" back to the Local Utility (returned to the Local Utility's standard offer service or applicable service) for being past due in its payments by at least 60 days from oldest statement owed. Green Mountain, upon dropping the customer, would pursue collection on the outstanding debt via customer communications for no more than 60 days from the drop date, after which time the past due amounts would be written off and forwarded to a collection agency for follow-up. The amount written-off will be the "Bad Debt." Any subsequent collection from these written-off amounts will be credited against future "Bad Debt" amounts.

The amount of the rider to recover the Bad Debt ("Bad Debt rider") will be developed as set forth below. The term of the agreement will be divided into 6-month allocation periods. The first allocation period will begin on the first day of service and will end 6 months later. Each following allocation period will occur consecutively immediately following the prior allocation period. At the end of the first allocation period, the amount of Bad Debt during the allocation period will be calculated and compared to billed gross sales revenue over the same period. If this Bad Debt percentage is greater than 1.5% of the billed gross sales revenue over the same period, then the amount of Bad Debt in excess of 1.5% will be calculated along with estimated kWh sales expected during the following allocation period. The amount of the Bad Debt rider will be the Bad Debt in excess of 1.5% of the billed gross sales revenue over the applicable period divided by the estimated kWh sales. This Bad Debt rider will be added to the then existing rate of each Aggregation Member for the following allocation period.

This process will continue for each subsequent allocation period, with any uncollected Bad Debt carried over to the next period, and any subsequent collections from the written-off amounts credited to the Bad Debt amount. If any Bad Debt in excess of 1.5% remains after the end of the final allocation period, Green Mountain will notify the Municipality of amounts in excess of 1.5% and the Municipality in its sole discretion will determine if such amounts can be collected from any new supplier to the Aggregation Group during the first 6 months of the new

supplier's tenure using the methodology described above. Any such collections made by the new supplier should be paid to Green Mountain on a monthly basis during this period. Notwithstanding the foregoing, the Governmental Aggregator shall have no obligations to collect any bad debts owed at the termination or conclusion of this Agreement

The Bad Debt rider will be calculated to cap Green Mountain Bad Debt at 1.5% during each allocation period. The Bad Debt excess in one allocation period will be balanced against Bad Debt surplus in another allocation period. If the prior allocation period's Bad Debt rider does not recover the sufficient level of revenue during that allocation period's rider's existence, then any under collection in revenue will be carried over and added to the following allocation period's Bad Debt rider. If the Bad Debt rider does recover the sufficient level of revenue during that rider's existence, then any over collection in revenue will be carried over to reduce the following allocation period's Bad Debt rider. Further, any subsequent collection from the written-off amounts will be credited against future "Bad Debt" amounts. Green Mountain will quarterly provide reports to Municipality detailing the status of the Bad Debt rider, or earlier if the Municipality so requests.

**Power Supply Agreement
Between
WPS Energy Services, Inc. and the City of Gahanna, Ohio,**

This Power Supply Agreement ("Agreement"), entered into as of this ____ day of _____, 2003, between the City of Gahanna, Ohio ("Municipality"), a municipal corporation and political subdivision of the State of Ohio, pursuant to the authority of the City of Gahanna Municipality Ordinance No. _____, and WPS Energy Services, Inc. ("Seller"), a corporation with its principal place of business at 1088 Springhurst Drive Green Bay, Wisconsin 54304, hereinafter referred to individually as Party or collectively as Parties.

WITNESSETH

WHEREAS, the Parties desire to enter into certain transactions associated with Seller's exclusive right, to the extent set forth in Section 4.3 herein, to provide competitive retail electricity and related services (collectively, "Services" or "Aggregation Services") necessary to serve the electricity accounts of certain eligible consumers within the Municipality, within the service territory of Columbus Southern Power ("Columbus Southern"), a subsidiary of the American Electric Power Company ("AEP"), and that are enrolled in the City of Gahanna's opt-out governmental aggregation program (the program, "Aggregation Program") (participating consumers collectively, "Aggregation Group"); and

WHEREAS, Seller is certified by the Public Utilities Commission of Ohio ("PUCO") as a Competitive Retail Electric Service ("CRES") Provider to sell competitive retail electric service to consumers and governmental aggregation programs in the State of Ohio; and

WHEREAS, Seller is an energy services provider with extensive experience in the provision of a broad range of energy related services; and

WHEREAS, Seller provides competitive retail electric service and related services to inhabitants of municipal corporations, inhabitants of boards of township trustees, or inhabitants of boards of county commissioners acting as governmental aggregators for the provision of competitive retail electric service (“Governmental Aggregator(s)”) under authority conferred by, inter alia, Section 4928.20, Revised Code and the Rules administered by the Public Utilities Commission; and

WHEREAS, The Governmental Aggregator has been or will be certified by the PUCO as a Governmental Aggregator pursuant to Chapter 4901:1-24-01, et. seq. OAC; and

WHEREAS, the City of Gahanna has established or desires to establish an Aggregation Program whereby the Municipality as Governmental Aggregator will arrange for the provision of competitive retail electricity and related service to certain eligible inhabitants that do not opt-out of and otherwise elect to participate in the Aggregation Program; and.

WHEREAS, by this Agreement, the Municipality and Seller desire to enter into a mutually beneficial competitive retail electricity and related services provision relationship whereby Seller shall provide Aggregation Services necessary to serve the needs of the Aggregation Group of the Municipality’s Aggregation Program; and

WHEREAS, the Parties have herein established the terms and conditions governing the Seller’s provision of the Aggregation Services as detailed below.

NOW, THEREFORE, the Parties, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE 1

DEFINITIONS

1.1 **“Affiliate”** means, in relation to any person: (1) any entity controlled, directly or indirectly, by such person; (2) any entity that controls, directly or indirectly, such person; or (3) any entity directly or indirectly under common control with such person. For this purpose, “control” of any entity or person means ownership of a majority of the voting power of the entity or person. With respect to the City, the term Affiliate shall also include, but not be limited to, any political subdivision of the City, or any instrumentality, agency or department of the City.

1.2 **“Aggregation”** means combining the electricity consumption of customers for the purposes of supplying or arranging for the supply of competitive electric generation and related service to those customers.

1.3 **“Aggregation Group”** means those retail customers of Columbus Southern within the corporate limits of the City of Gahanna, who do not “opt-out” of and otherwise elect to participate in the Municipality’s Aggregation Program, excluding PIPP customers.

1.4 **“Aggregation Program”** means the provision of competitive retail electricity and related services on an aggregated basis to the Aggregation Group of the City of Gahanna pursuant to the Municipality’s Plan of Operation and Governance.

1.5 **“Aggregation Program Rate”** means the rate for the Aggregation Services set forth in Attachment A of this Agreement .

1.6 **“Aggregation Services” or “Services”** means the competitive retail electricity and related services provided to the Aggregation Group pursuant to this Power Supply Agreement.

1.7 **“Agreement”** means this Power Supply Agreement and Attachment(s) hereto.

1.8 **“Plan of Operation and Governance”** means the City of Gahanna’s effective Plan of Operation and Governance that conforms or shall be amended to conform with the provisions of this Power Supply Agreement.

1.9 **“Bill Ready Billing”** means a billing method in which the non-billing party provides billing information to the billing party.

1.10 **“Buyer”** means the eligible residential and/or commercial retail electric customers of Columbus Southern participating in the Aggregation Program and that are obligated to purchase and receive Services as part of the Aggregation Group.

1.11 **“CRES”** means Competitive Retail Electric Supplier as defined by the PUCO.

1.12 **“CRES Provider”** means a CRES that has been certified by the PUCO to provide retail electric generation, power brokering or power marketing, and related services.

1.13 **“Competitive Retail Electric Service”** means retail electric service that is deemed competitive pursuant to, inter alia, Sections 4928.01(A)(4) and 4928.01(B), Ohio Revised Code.

1.14 **“Consolidated Billing”** means a billing statement that has combined the local electric distributing utility’s charges and the charges for the Seller’s Services on one billing statement so that the buyer receives a single periodic billing statement.

1.15 **“Enrollment Period”** means the twenty-one (21) day period that coincides with the twenty-one (21) day Opt-out Period.

1.16 **“Force Majeure”** means an event or circumstance that prevents one Party from performing its obligations as specified in Article 9 of this Agreement.

1.17 **“Governmental Aggregator”** means a county, municipality or township that has formed an Aggregation Program to provide, or to contract to provide the Aggregation Group with Aggregation Services.

1.18 **“Historical Load”** means the most recent history of hourly Load for the Aggregation Group and any other applicable historical Load information obtainable by the Municipality.

1.19 **“Initial Opt-out Period”** means the Aggregation Program’s initial Opt-out Period and is the first opportunity for residents to opt-out of the Municipality’s Aggregation Program.

1.20 **“Load”** means the electrical power demand and consumption of the Aggregation Group for purposes of the provision of the Services.

1.21 **“Market Development Period”** means the period as defined in the Ohio Revised Code and as administered by the PUCO that is intended to stimulate the development of a competitive retail electric market.

1.22 **“Opt-out Period”** means the twenty-one day (21) day period in which Columbus Southern electricity customers in the City of Gahanna must “opt-out” (as that process is described in Section 4928.20 Revised Code) of the City of Gahanna’s Aggregation Program so as not to be automatically enrolled in the Aggregation Program. This period coincides with the City of Gahanna’s Aggregation Program’s Enrollment Period.

1.23 **“PIPP”** means Percentage of Income Payment Plan Program as set forth inter alia, in Rules 4901:1-18-02(B)-(G) and 4901:1-18-04(B), Ohio Administrative Code.

1.24 **“Power Supply Agreement”** or “Agreement”) means this agreement and attachments hereto

1.25 **“PUCO”** or “Commission” means the Public Utilities Commission of Ohio.

1.26 **“Purchasing Agent”** means the City of Gahanna as a municipality that arranges for the provision of Aggregation Services for the Aggregation Group of its Aggregation Program by contracting with a CRES Provider.

1.27 **“Refresh Period”** means any 21-day period after the Initial Opt-out Period when Aggregation Program Rate(s) are offered to give eligible consumers that move into or within the community the opportunity to opt-out of the Aggregation Program. Customers that are given an opportunity to opt-out during a Refresh Period and do not opt-out shall be automatically enrolled in the Aggregation Program.

1.28 **“Representative”** means, as to a Party, an Affiliate, or officer, director, employee, agent, attorney, or advisor of the Party or its Affiliate.

1.29 **“Seller”** means WPS Energy Services, Inc., the Aggregation Services provider for the City of Gahanna Aggregation Program.

1.30 **“Standard Service Offer”** means Columbus Southern’s retail electricity distribution rates, including generation charges, as required by, inter alia, Sections 4928.14 and 4928.35, Revised Code and as approved by the PUCO.

ARTICLE 2 **GENERAL REQUIREMENTS**

2.1 Selection of Supplier

(a) The City of Gahanna, in acting as the Purchasing Agent for Aggregation Services for the Aggregation Group of its Aggregation Program shall enact the appropriate ordinances, comply with appropriate laws and regulations, oversee the implementation and maintenance of the Aggregation Program, and negotiate for the provision of Aggregation Services.

(b) The Municipality has selected Seller as its exclusive supplier for its Aggregation Program in the Municipality for the term of this Agreement, to the extent of the customer class(s) and/or rate(s) for which Seller and Municipality have executed a rate agreement, set forth in Attachment A hereto. To the extent that Municipality has selected Seller as its exclusive supplier, the Seller has the obligation to administer the end-user accounts, including the right to collect past due bills. Seller may engage in consolidated billing of customers with the local electric distribution company.

2.2 **Firm Power Supply**. Seller will provide a firm supply of power sufficient to serve the needs of the Aggregation Group. Transmission, and related ancillary services charges, will be included in the Aggregation Program Rate(s). Distribution, Transmission and related services will be supplied by Columbus Southern and /or the Regional Transmission Organization. Seller

does not take responsibility for delivery of distribution services supplied by Columbus Southern, or for the consequences of distribution delivery related to services associated with Seller's provision of CRES services under this Agreement.

2.3 Addition of Customers. Buyers that become part of the Aggregation Group after completion of the Initial Opt-out Period will be accepted by the Seller at the Power Supply Agreement Price or at a market-based price, subject to written policies mutually agreed upon by the Municipality and the Seller and included in the Municipality's Plan of Operation and Governance. Residential customers of Columbus Southern that move into the Municipality will be offered the Power Supply Agreement Price subject to written policies mutually agreed upon by the Municipality and the Seller and included in the Municipality's Plan of Operation and Governance as that plan may be amended from time to time.

2.4 Municipality Does Not Assume Credit Risk. As between the Municipality and Seller, Seller shall be responsible for the risk of non-payment by any Buyer ("bad debt" risk).

If the bad debt rate for the Aggregation Program over a 12-month period is greater than 2%, the Parties agree to negotiate the application of a surcharge or mechanism to recover the excess bad debt above 2%. Such surcharge or mechanism shall be in addition to the existing rates for Services or other mechanism. The implementation of the surcharge or mechanism shall be subject to notice, including supporting documentation to the Municipality. After notice, Seller shall have the option of billing the customer directly, subject to Paragraph 7.3 of this Agreement.

2.5 Administrative Fee. Seller's rates will include an administrative fee, which will be collected on behalf of the City to fund the implementation and administration of the City's Aggregation Program. The administrative fee will be .5 mils per kWh. Seller shall pay the administration fee on a monthly basis, for payments received the previous month, to the City of Gahanna Consultant designated in paragraph 3.3 of this Agreement. Municipality agrees to hold Seller harmless from any claim, loss, or damage arising out of, or related to, Seller's payment of the administrative fee on the Municipality's behalf, except in circumstances where such claim, loss, or damage was suffered as a result of Seller's gross negligence or willful misconduct.

2.6 Customer Data and Load Forecast Information. Municipality will assist Seller in obtaining applicable, available Customer Data and Historical Load information regarding the Load consumption characteristics of the Aggregation Group upon reasonable notification ("Load Information"). Municipality will assist Seller in obtaining applicable Load Information in sufficient detail to allow Seller to determine the probable Load profiles of the Aggregation Group. Seller and the Municipality will cooperate to secure the release to Seller of such customer data and load information by Columbus Southern.

2.7 Switching and Minimum Stay Fees. Neither the Municipality nor the Seller will be responsible for payment of Columbus Southern's customer switching fee or minimum stay assessment. If a switching fee or minimum stay assessment for a Buyer is assessed on the Seller by Columbus Southern, Seller will pass through such fees to the customer.

2.8 Plan of Operation and Governance. Seller shall assist the Municipality in the amendment and/or completion of the Municipality's Plan of Operation and Governance ("Operation Plan") that is consistent with this Agreement and conforms to the PUCO's Rules. To the extent that the Operation Plan is consistent with this Agreement and complies with the PUCO's rules, the Municipality shall have the final and sole discretion over its Operation Plan.

2.9 Buyer Termination and Cancellation Fee. Buyer(s) may terminate its participation in the Aggregation Group at no charge to the Buyer under the following circumstances: (1) during the twenty-one (21) day Opt-out Period; (2) at the end of the applicable rate offer period, which shall be no longer than two (2) years from the start of service; (3) as provided in paragraph 2.15 of this agreement; or (4) if Seller's rates are higher than those in Columbus Southern's Standard Service Offer when using a method of analysis agreed upon by the Municipality and the Seller. The method of analysis shall be based on a comparison of Columbus Southern's Standard Service Offer for a customer(s) and the Seller's rates for that customer(s) over a year period. Seller may charge a twenty-five dollar (\$25.00) cancellation or exit fee to Buyers that remain at the same address and that either select an alternate supplier or return to Columbia Southern's Standard Offer Service, if Buyer exits the Aggregation Program under circumstances other than those stated in this Paragraph.

2.10 Opt-out Process. All implementation and ongoing expenses associated with the opt-out process shall be incurred and paid for by Seller. Seller, in consultation with the Municipality, shall prepare opt-out notices. Seller shall deliver the notices to all eligible customers in the Municipality and shall perform the implementation and ongoing activities related to the opt-out process. The Municipality shall not be obligated to incur the expense of the customer pre-enrollment information provided by Columbus Southern. Seller shall be responsible for the cost related to acquiring the pre-enrollment disk each time it plans to perform an Opt-out.

2.11 Term of Enrollment. Buyers shall be enrolled in the Municipality's Aggregation Program for the duration of the applicable rate offer period or: until the buyer terminates participation, until the Aggregation Program terminates as provided for in this Agreement or if Buyer's enrollment is terminated due to nonpayment. Pursuant to the opt-out process, enrollment in the Aggregation Program is automatic and shall commence on the customer's meter read associated with delivery of electricity to Buyers in the Aggregation Program.

2.12 Consumer Education. Seller will assist the Municipality with developing a consumer education plan concerning governmental aggregation. The education plan will focus on the educational needs of Columbus Southern customers in the Municipality of the City of Gahanna. The Municipality and the Seller will, where practicable, provide consumer education messages that are consistent with the messages of AEP, Columbus Southern's local campaign, and the statewide consumer education program. Details on the consumer education plan shall be determined and provided by Seller to Municipality within ninety (90) days of the execution of this Agreement. Seller will be responsible for the cost associated with preparing and implementing the mutually agreed upon Education Plan up to \$15,000 (fifteen thousand dollars) annually.

2.13 Regulatory Contingencies.

(a) Regulatory Events. The following will constitute a "Regulatory Event" under the Power Supply Agreement:

(i) Illegality. Due to the adoption of, or change in, any applicable law, or in the interpretation of any applicable law by any judicial or government authority with competent jurisdiction, it becomes unlawful for a Party to perform any obligation under the Power Supply Agreement.

(ii) Adverse Government Action. (A) Any regulatory agency or court having jurisdiction over the Power Supply Agreement requires a material change to the terms of the Power Supply Agreement that materially adversely affects a Party; or (B) regulatory or court action that adversely and materially impacts a Party's ability to perform or otherwise provide the Services; or (C) regulatory or court action that adjusts the Shopping Credit and eliminates customer savings; or (D) regulatory or court action that materially changes the purchase of receivables agreement related to this Agreement.

(iii) New Taxes. Any ad valorem, property, occupation, severance, transmission, distribution, generation, first use, conservation, Btu or energy, transmission, utility, gross receipts, privilege, sales, use, consumption, excise, lease, transaction or other governmental charge, tax, license, fee or assessment (other than such charges based on net income or net worth), or increase in such charges, or application of such charges to a new or different class of parties, enacted and effective after the effective date of the Power Supply Agreement.

(iv) Changes in Legal Status. Any changes affecting Seller's electric supplier certification/franchise status or requirements; other changes or clarifications of federal, state or local government certification, licensing or franchise requirements for electric power suppliers; or other changes to retail electric customer access or aggregation programs in a manner which will not allow a Party or the Parties to perform economically hereunder.

(b) Notice, Negotiation, and Early Termination. Upon the occurrence of a Regulatory Event, the adversely affected Party shall give notice to the other Party that such event has occurred. The Parties will attempt to agree to any such amendment so that the adversely affected Party is restored as nearly as possible to the economic position it would have been in but for the occurrence of the Regulatory Event. If the Parties are unable, within three (3) months of entering into negotiations, to agree upon an amendment to the Power Supply Agreement, the adversely affected Party shall have the right, upon reasonable notice, to terminate and close out its obligations under this Power Supply Agreement. Such Early Termination will not absolve the Parties to perform under this Agreement for services already rendered.

2.14 Opt-In Procedures and Buyer Movement within the City of Gahanna. Eligible consumers may join the Aggregation Group after the expiration of the Initial Opt-out Period during subsequent Refresh Periods. Such customers may join the Municipality's Aggregation Program

at such time without paying a charge to the Municipality or the Seller. Customers that join the program after the Initial Opt-out Period may pay a higher rate and have service activated within the Aggregation Program subject to written policies mutually agreed upon by the Municipality and the Seller and included in the Municipality's Plan of Operation. Buyers in the Municipality's Aggregation Group that move from one location to another within the corporate limits of the Municipality shall have the opportunity to re-enroll in the program during the next scheduled Refresh Period, or at an earlier time arranged by Seller, and shall receive electricity at the Aggregation Program Rate -

2.15 Customers Previously on Rate RR-014 may join Municipality's Program.

Subject to the Columbus Southern Tariff, customers served on rate RR1-014 that exceed 700 kWh in any summer billing month will be switched to rate RR1-013 for that month, and thereafter, for all subsequent months through the four months of the next summer period. RR1-014 customers that are switched to rate RR1-013 are eligible to participate in the Aggregation Program after they are converted by Columbus Southern to rate RR1-013. These customers will be offered the opportunity to join the Program through the Refresh Period or at an earlier time arranged by Seller. Once Seller is notified by Columbus Southern or AEP of a Buyer's eligibility for RR1-014, Seller will terminate Buyer's enrollment in the Aggregation Program following the switching rules provided in the CRES Rules (4901:1-21-06 (a)). Buyers returned to Standard Offer Service as a result of eligibility for rate RR1-014 will not be subject to the program's cancellation fee.

2.16 Role of Municipality's Consultant. The consultant designated in paragraph 3.3 of this Agreement shall, to the extent of the arrangement between the Municipality and Consultant, assist the Municipality in performing the Municipality's obligations provided herein. Consultant shall be required to sign a confidentiality agreement with Seller prior to commencement of service.

2.17 Purchase of Receivables. Seller shall attempt to negotiate a purchase of receivables agreement with Columbus Southern or AEP. In the event that Seller is unable to obtain a receivables agreement that is acceptable to Seller, or in the event that terms of the agreement are subsequently changed and such changes materially effect this Power Supply Agreement, Seller shall have the right to terminate this Agreement subject to Paragraph 4.5 below.

ARTICLE 3
SERVICE INQUIRIES AND NOTIFICATIONS

3.1 Service Inquiries. Seller shall establish toll free telephone numbers for Buyers' program information requests, billing questions and other customer service inquiries. All emergency, power outage or other disruption concerns should continue to be directed to Columbus Southern.

3.2 Method of Notification. Any notices, requests or demands associated with this Agreement shall be deemed to be properly given or made five (5) business days after postmark date if sent by US Postal Service Mail to the other Party at the address shown below. If delivered by facsimile, any such document shall be considered delivered the same business day on which it is sent. If delivered by overnight or next day mailing services, any such document shall be considered delivered upon receipt. Each Party shall direct notices, requests or demands to the other Party using the following address:

Notices to Seller:

Ivan L. Henderson
WPS Energy Services, Inc.
Bank One Center
600 Superior, Suite, 1300
Cleveland, OH 44114
Telephone: (216) 241-2132
Facsimile: (216) 241-2133

Notices to Municipality:

3.3 Notification of the City of Gahanna Consultant. Any and all communication directed to the Municipality by Seller shall also be simultaneously sent in the identical manner of delivery to the City of Gahanna Aggregation Program Consultant, AMPO Inc., 2600 Airport Drive, Columbus, Ohio 43219. In the event that Municipality elects to cancel or otherwise replace the Consultant, Municipality shall notify Seller in writing prior to the effective change or cancellation.

ARTICLE 4

TERM, PRICE, TERMINATION, AMENDMENT and ASSIGNMENT

4.1 Effective Date of Agreement. This Agreement shall be effective upon execution by the Parties, subject to the provisions of paragraph 4.4 below. Aggregation services provided for herein shall commence as soon as practicable thereafter, but no earlier than _____.

4.2 Term. This Agreement shall be in effect for a period concluding at the end of the Market Development Period or December 31, 2005, whichever occurs earlier, subject to paragraph 4.3 and the termination provisions contained herein.

4.3 Price. Seller will provide Buyers with Aggregation Services at the Aggregation Program Rate(s) set forth in Attachment A hereto, said price to be fixed for the first twenty-four (24) months of electric delivery. No later than the beginning of the twenty-second (22) month of electric service, Seller shall provide to Municipality a proposed fixed price for the final twelve or more months of the Term, to the extent set forth in Paragraph 2.1. Municipality agrees not to engage in discussions with third parties related to service to the Aggregation Program for the rate class(es) identified in Attachment A to this Agreement without first obtaining the written consent of the Seller. If the Parties cannot agree to a price for the remainder of the Term following the initial twenty-four (24) months of the Term, either party shall have the right to terminate this Agreement at the conclusion of the initial twenty-four (24) month term by providing thirty (30) days prior written notice.

4.4 Sequence of Execution. Seller shall negotiate an electric generation procurement agreement and/or other necessary agreement(s) with Seller's vendors. Seller shall establish price(s) for the City of Gahanna Aggregation Program Rate(s). After acceptance of said Aggregation Program Rate(s) by the Municipality, Municipality shall obtain necessary approval to execute the subject Power Supply Agreement. Municipality shall execute the Power Supply Agreement and after which Seller shall execute the electric generation procurement agreement and/or other necessary agreement(s) with Seller's vendors. Seller shall immediately thereafter execute this Power Supply Agreement. In the event that Seller's vendors' prices change prior to Seller's execution of the electric generation procurement agreement, Seller shall: (1) notify the Municipality of the change; (2) offer the Municipality a new rate(s); (3) enable the Municipality to accept and amend the Aggregation Program Rate(s), Attachment A hereto, or reject the new rate(s); and (4) depending on the Municipality's evaluation of the new rate, either execute the Power Supply Agreement with the new rate(s) or return the Municipality's previously executed power supply document to the Municipality, in which event the Power Supply Agreement shall not be binding and shall be null and void. However, under no circumstance shall the Power Supply Agreement be binding on the Municipality unless the Municipality accepts the rates offered by Seller. Notwithstanding the foregoing, this Agreement shall not be binding and shall be null and void if Seller fails to execute this Power Supply Agreement.

4.5 Termination. This Agreement may be terminated early: (1) upon the occurrence of a Regulatory Contingency, as provided for in Paragraph 2.13 herein; (2) if either Party is in material breach of this Agreement, as provided for in Article 8 herein; or (3) consistent with any other provisions permitting termination herein.

4.6 Termination Notices. In the event that this Agreement is terminated prior to the end of the initial twenty-four (24) month period, or during any subsequent electric service period or is terminated, as set forth in Paragraph 4.5 above, each Buyer in the Aggregation Group will receive written notification from the Seller of the termination of the Agreement at least thirty (30) days prior to termination of the agreement between Buyers and Seller. Buyers will also be notified of their right to return to Columbus Southern's Standard Service Offer or to select an alternate generation supplier. All end-of-service notification(s) shall be in accordance with the PUCO requirements.

4.7 Termination Obligations. The provisions of Paragraphs 2.5 and 2.12 of this Agreement shall not be future obligations of Seller if this Agreement is terminated. Notwithstanding the foregoing, termination of this Agreement shall not relieve either Party of the obligation to pay amounts owed for actual performance of obligations to the date of termination of this Agreement.

4.8 Amendment. The terms of this Agreement shall not be amended without the express authorization of the Parties and all amendments or modifications to this Agreement must be made in writing and signed by both Parties before they become effective.

4.9 Non-Assignability. This agreement shall not be transferred or assigned by either Party without the express authorization of the other Party. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of any permitted successors and assigns.

ARTICLE 5
ENERGY SCHEDULING, TRANSMISSION and DELIVERY

5.1 Scheduling, Transmission and Delivery. Seller shall schedule energy as required by transmitting and distributing utilities and shall arrange for the transmission, and ancillary services to Buyers in the Municipality. Seller will arrange for necessary energy, ancillary services, and transmission rights at levels of firmness as defined in Attachment A. Delivery of firm energy shall not be curtailed or interrupted except for conditions of Force Majeure as outlined in Article 9 of this Agreement. Seller does not take responsibility for delivery of distribution services supplied by Columbus Southern or for the consequences of such delivery of distribution services, as related to the services Seller supplies under this Agreement.

5.2 Activation of Service. Aggregation Services activation will occur without action by Buyer beginning on the Buyer's normal meter read date within the month when power deliveries begin as provided in Paragraph 4.1 of this Agreement.

ARTICLE 6
REMEDY

6.1 Service Failure Remedy of Buyers. In the event Seller fails to deliver to the Buyer the amount of energy to meet the requirements and needs of the Buyer, and the Seller's failure is not excused as set forth in the Agreement, Seller shall procure replacement energy for the immediate use by Buyer without any increase in rates and/or charges. **IN THE EVENT OF A NON-FORCE MAJEURE EVENT, SELLER'S OBLIGATION TO SUPPLY REPLACEMENT ENERGY AT THE AGGREGATION PROGRAM'S RATES SHALL BE BUYER'S SOLE REMEDY FOR SELLER'S FAILURE TO DELIVER ENERGY PURSUANT TO THE TERMS OF THIS AGREEMENT.**

6.2 Service Impact Notifications. The Parties agree to cooperate in notification of customers concerning the impact of service interruptions or disruptions on the electric systems of generation, transmission and distribution utilities involved in delivery of energy under this Agreement.

ARTICLE 7
METERING, BILLING, AND PAYMENTS

7.1 Additional Equipment. If Seller determines that additional metering or energy use monitoring equipment is necessary to facilitate Seller's service to Buyer, then Seller shall install such metering or monitoring equipment at its sole cost. If additional metering or monitoring equipment is required by distribution utility or retail access program requirements, such metering or monitoring equipment shall be installed at Buyer's expense. Buyer shall cooperate as necessary with installation of additional metering or monitoring equipment.

7.2 Additional Costs. Any taxes, duties, fees or charges levied against Seller by any governmental or regulatory entity or passed through to Seller by capacity or energy suppliers and not explicitly included in pricing listed in Attachment A shall be passed through by Seller and paid by Buyer. Seller shall provide Buyer with written notice and detailed description of such charges if they have not been included in previous communications or proposals

7.3 Billing. Consolidated Billing is expected to be provided by the distribution utility format. Seller shall have the option of providing consolidated billing on behalf of Columbus Southern where Seller bills the customer for Seller's and Columbus Southern's charges in a single bill. The billing provisions as defined in the utility's tariff(s) applicable to Buyer shall apply. Seller shall also have the option of billing Buyers directly for Seller's charges, subject to Municipality's approval, which shall not be unreasonably withheld. Municipality agrees to affirm or deny Seller's request to bill Buyers directly for Seller's charges within sixty days of Seller's written request. Seller retains the right to assess late payment fees on Buyer of one-and-a-half percent per month of Seller's generation charges, if Buyer fails to pay amounts due within the specified time period for said payments pursuant to PUCO regulations. Any such late fee shall be subject to PUCO regulation.

7.4 In the event that Seller is unable to obtain Municipality's approval to bill Buyers directly under Paragraph 7.3 above, and Seller is unable to provide Consolidated billing service on behalf Columbus Southern, Seller shall have the right to terminate this Agreement as provided in Paragraph 4.5.

ARTICLE 8

DEFAULT AND DISPUTES

8.1 Default. If either Party fails to comply with any of the material terms or conditions of this Agreement and such failure is not excused as Force Majeure, such Party shall be in default.

8.2 Remedies. If a Party believes that the other Party is in default, the Party claiming default shall give notice to the offending Party in writing detailing the alleged violations and requesting specific relief that is in accord with the terms and conditions of this Agreement. The Party receiving the notice of violation shall respond in writing within five (5) business days affirming or denying the alleged violation(s) and detailing how any such default of this Agreement will be cured. If the Party claiming violation is not satisfied that a breach of this Agreement has been cured within thirty (30) days from the response to the notice of violation, the offended Party shall be free to seek legal redress and take such other actions, including termination as it sees fit.

8.3 Mitigation. If any regulatory body having jurisdiction over the Parties orders a change or modification to this Agreement, and/or this Agreement is unreasonably delayed due to regulatory action that is unacceptable to either Party, or in the event Am. Sub. S.B. 3 or any other applicable law or regulation is changed or modified by the state legislature, regulatory action or judicial action, such that any of the Parties' obligations hereunder are materially changed or altered, and the change or alteration is not deemed a Force Majeure event by the Parties, then the Parties shall negotiate a modification to the terms of this Agreement to mitigate the impact of the event or to resolve any changes ordered by the regulatory body or caused due to legislative, regulatory, or judicial action. The Parties' obligation

hereunder to negotiate a modification to the terms of this Agreement in order adequately to mitigate or resolve the impact of such an event as described above shall only be binding if the modification is approved by the Municipality and if the modification does not otherwise prevent a Party from performing hereunder. If either Party concludes it is not able to achieve such an adequate mitigation or resolution at anytime within three (3) months after the issuance of such event, changes or action, then such Party may terminate this Agreement by providing written notice to the other Party, and such termination shall be effective as of the end of the three (3) month period following the written notice.

ARTICLE 9 **FORCE MAJEURE**

9.1 Excused Failure to Comply. Neither Party shall be considered to be in default in the performance of its obligations under this Agreement, if its failure to perform results directly or indirectly from Force Majeure. In the event that either Party is unable, wholly or in part, to meet its obligations under this Agreement due to conditions of Force Majeure, the obligations of each Party, other than the obligation to make payments due hereunder, so far as they are affected by such Force Majeure, shall be suspended during the period of Force Majeure.

9.2 Force Majeure Events. For purposes of this Agreement, Force Majeure shall include flood, earthquake, storm, drought, fire, pestilence, lightning, hurricanes, washouts, landslides and other natural catastrophes and acts of God; strikes, lockouts, labor or material shortage, or other industrial disturbances; acts of the public enemies, epidemics, riots, civil disturbance or disobedience, sabotage, wars or blockades; governmental actions such as necessity to comply with any court order, law, statute, ordinance or regulation promulgated by a governmental authority; or any other unplanned or non-scheduled occurrence, condition, situation or threat not covered above, which renders either Party unable to perform its obligations hereunder, provided such event is beyond the reasonable control of the Party claiming such inability. A change in economic electric power market conditions shall not constitute Force Majeure. Failures or interruptions, including government ordered interruptions, on the systems of generation, transmission or distribution relied upon for supplying energy under this Agreement will constitute Force Majeure provided that Seller has arranged for firm service on these systems as noted in Attachment A.

9.3 Notification. If either Party is unable to perform any of its obligations under this Agreement due to conditions of Force Majeure, then said Party shall notify the other Party in writing as soon as possible, but no later than seventy-two (72) hours after the start of the occurrence. The written notice shall include a specific description of the cause and expected duration of the inability to perform. The claiming Party shall exercise due diligence to remove such inability as soon as reasonably possible. Nothing contained in this section shall be construed as requiring a Party to settle any strike or labor dispute in which it may be involved.

ARTICLE 10 **LIMITATION OF LIABILITY**

10.1 SELLER'S DISCLAIMER. EXCEPT AS EXPRESSLY PROVIDED HEREIN, SELLER MAKES NO WARRANTIES HEREUNDER, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

10.2 LIABILITY. EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED HEREIN, INCLUDING BUT NOT LIMITED TO PARAGRAPH 6.1 ABOVE, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER THIS CONTRACT FOR INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES CONNECTED WITH OR RESULTING FROM PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER SUCH CLAIMS ARE BASED UPON BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE OF ANY DEGREE), STRICT LIABILITY, CONTRACT, OPERATION OF LAW OR OTHERWISE.

10.3 INDEMNIFICATION BY SELLER. SUBJECT TO THIS DISCLAIMER AND LIMITATION OF LIABILITY, SELLER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY OF GAHANNA, OHIO, THE MUNICIPALITY, ITS OFFICERS, AGENTS AND EMPLOYEES AGAINST ALL THIRD PARTY SUITS, CLAIMS, LOSS, COST, DAMAGE, EXPENSE OR LIABILITY THAT MAY ARISE OUT OF BREACH BY SELLER IN THE PERFORMANCE OF THIS POWER SUPPLY AGREEMENT, INCLUDING BUT NOT LIMITED TO CLAIMS BY BUYERS OF THE AGGREGATION GROUP BASED ON THE RATES CHARGED BY SELLER AND SERVICES PROVIDED BY SELLER UNDER THIS AGREEMENT.

10.4 MUNICIPALITY DISCLAIMER. THE MUNICIPALITY IS RESPONSIBLE FOR ITS ACTIONS IN FURTHERANCE OF THE AGGREGATION PROGRAM AND THE SELLER SHALL NOT BE LIABLE FOR ANY CLAIMS, HOWEVER STYLED, ARISING OUT OF THE PROVISION OF AGGREGATION SERVICES BY THE MUNICIPALITY. SELLER IS RESPONSIBLE FOR PERFORMANCE OF THIS POWER SUPPLY AGREEMENT, AND THE MUNICIPALITY SHALL NOT BE LIABLE FOR ANY CLAIMS, HOWEVER STYLED, ARISING UNDER THIS POWER SUPPLY AGREEMENT.

ARTICLE 11 CONFIDENTIAL INFORMATION

11.1 Confidentiality. Any information transferred through performance of this Agreement and identified in writing as "Confidential" shall be held in strict confidence by each of the Parties.

11.2 Confidential Information. "Confidential Information" means any and all data and information of whatever kind or nature (whether written, electronic or oral) which is disclosed by one Party (the "Disclosing Party") to the other Party ("the "Recipient") regarding itself, its business, the business of its Affiliates, and/or the Proposed Aggregation. Information that is disclosed by one Party to the other which the disclosing party believes is proprietary shall be deemed Protected Information, only if such claim of confidentiality is conspicuously disclosed in writing or other tangible form that is marked "confidential" at the time of transmittal or if disclosed verbally is described as confidential or

proprietary at the time of the conversation and the disclosing party also supplements the verbal transmittal with a transmittal in writing or other tangible form that is conspicuously marked "confidential" or "proprietary" within five (5) days of the verbal disclosure. Each party shall have the right to correct any inadvertent failure to designate information as Protected Information by providing the other Party with timely written notification of the error, and the designated information shall be treated as Protected Information from the time a Party receives the written notification. Confidential Information does not include information: (a) in the public domain at the time of disclosure; (b) which after disclosure passes into the public domain, except by a wrongful act of the Recipient; (c) disclosed to the Recipient by a third party not under an obligation of confidentiality; (d) already in the Recipient's possession prior to disclosure by the Disclosing Party; or (e) subject to disclosure pursuant to Revised Code Section 149.43 or any other applicable law.

11.3 Obligation of Confidentiality. Each Party agrees, for itself and its Representatives, to keep confidential all Confidential Information provided hereunder and to use the Confidential Information solely for purposes related to the Services except to the extent that the Municipality determines that releases of Confidential Information is required by public records laws. The confidentiality provisions and obligations relating thereto, including but not limited to non-disclosure obligations and the duty to return Confidential Information, upon written request, shall survive termination of this Agreement for a period of two (2) years thereafter.

11.4 No Representation as to Accuracy. Neither Party makes any representation as to the accuracy or completeness of the Confidential Information, but shall make reasonable efforts to ensure that all Confidential Information disclosed to Recipient is accurate and not misleading. Each Party acknowledges the proprietary rights of the other Party in and to the Confidential Information.

11.5 Press Releases. Because the manner of public disclosure of this Agreement and the agreements between the Municipality and Seller directly impacts the commercial sensitivity of the arrangements contemplated therein and Seller's ability to secure power at competitive prices, the Parties agree to joint review and approval prior to issuance of all media press releases regarding this Agreement. Approval of press releases will not be unreasonably withheld.

11.6 Data. All raw data of the Municipality and Buyers collected pursuant to this Agreement remains the property of the Municipality. All reports, data aggregations and analysis, product and service ideas, and other information generated by the Seller as part of this Agreement, that are identified as Confidential pursuant to Paragraphs 11.1 and 11.2 above, shall remain the sole and exclusive property of the Seller. The Municipality may use all such information furnished by Seller for its internal use.

ARTICLE 12
MISCELLANEOUS

12.1 Notices. All notices sent to the Municipality by the local distribution company concerning an account served by this Agreement shall be forwarded to Seller in a timely manner. These notices shall include, but are not limited to verbal or written notices regarding transition costs, changes in the terms and conditions of tariffs, rates or riders, and notice concerning the operation and reliability of the distribution system.

12.2 Entire Agreement. This Agreement and any related attachments constitute the entire Agreement and understanding between the Parties with respect to the services which are included herein. All prior written and verbal agreements and representations with respect to these services are superceded by this Agreement.

12.3 Waivers. No failure or delay on the part of either Party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder. Any waiver of the requirements and provisions of this Agreement shall be in writing and must be approved by the Municipality.

12.4 Environmental Disclosures and Payment Histories. Upon written request, Seller shall provide to the Municipality or any requesting Buyer its environmental disclosure data in compliance with the rules of the Public Utilities Commission of Ohio. Buyer shall have the right to request of Seller up to 24 months of payment history, as relating to and between Buyer and Seller, without charge.

12.5 Applicable Law and Choice of Venue. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Ohio without regard to principles of conflict of laws. Both Parties agree that any actions to be brought between them shall be brought only in the state courts of Ohio, or where required by Ohio law, directly before the PUCO.

12.6 Controlling Provisions. Unless expressly otherwise agreed to in writing, in the event of any inconsistency between the terms herein and the terms of Attachment A, the terms of this Agreement shall control.

12.7 Severability. Subject to Article 9 hereof, if any provision of this Agreement is determined to be invalid, void, or unenforceable by any court having jurisdiction, such determination shall not invalidate, void or make unenforceable any other provision, agreement or covenant of this Agreement.

12.8 Authorization. Each Party to this Agreement represents and warrants that it has full and complete authority to enter into and perform this Agreement. This includes the Municipality's warranty that it has the contractual right to enter into the Agreement and is not bound to any special contract or other commitment which will prevent Buyer from beginning receipt of power under this Agreement on the commencement date. Each person who executes this Agreement on behalf of either Party represents and warrants that he or she has full and complete authority to do so and that such Party will be bound by the Agreement.

12.9 Relationship of Parties. Nothing in this Agreement shall constitute or be construed as constituting or tending to create an agency, partnership, master-servant or employer-employee relationship between the Parties. This Agreement does not confer any rights or remedies upon any person or entity not a Party to this Agreement. Neither party shall be liable to a third party not a Party to this Agreement for any unauthorized act or omission on the part of the other Party, nor for any unauthorized obligation or debt incurred by the other Party.

12.10 COUNTERPARTS: This Agreement may be executed in one or more counterparts, including by a facsimile transmission hereof, each of which shall be deemed an original, but all of which shall together constitute one instrument.

12.11 PREFATORY STATEMENTS: The Parties hereto agree and acknowledge that the prefatory statements in this Agreement are intended to be and shall be a part of the provisions of this Agreement. The Parties consent to and shall not challenge the jurisdiction over this Agreement of the courts of Franklin County, Ohio.

IN WITNESS WHEREOF, the Parties have duly executed this agreement to be effective on the date first written above.

Seller: WPS Energy Services, Inc.:

Municipality of Gahanna, Ohio:

Signed: _____

Signed: _____

President

Date: _____

Date: _____

Approved as to Form:

Date: _____

To be determined pursuant to future negotiations

Attachment A to Power Supply Agreement

Between

WPS Energy Services, Inc. and Municipality of GAHANNA, Ohio

Pricing Specification Sheet

Description of Aggregation Group Load Type:

Residential: Rate Class RR013* **Commercial:** _____

_____ *(Includes RR014 customers that are automatically converted to RR013)

Other: _____ (Attach separate sheet if needed to complete description)

Pricing terms applicable to above described Aggregation Group:

Period One The period comprising 24 scheduled, customer meter reads following the start of electric generation delivery under this Agreement.

Pricing: (insert seasonal and tiered rates)

Period Two: The period occurring after Period One through customer meter reads for December 2005.

Pricing: Seller shall develop the power supply mix for the aggregation program and shall propose rates to the Municipality which shall be mutually agreed upon by the Parties prior to implementation. Final prices will be determined in accordance with Section 4.3 of the Power Supply Agreement.

Actual service to the above listed group for the subject billing months will begin with the individual customer's meter read in the initial month and end with the meter read in the month following the final billing month.

Winter and Summer month definitions will be the same as those in the Columbus Southern retail tariff.

Transmission:

Firm to the AEP distribution system.

IN WITNESS WHEREOF, the Parties hereto have executed this Attachment A to the Power Supply Agreement.

SELLER:
WPS ENERGY SERVICES, INC.

MUNICIPALITY:
MUNICIPALITY OF GAHANNA, OHIO

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____