

**RATE RESS  
RETAIL ELECTRIC SUPPLIER SERVICE**

(Continued from Sheet No. 89)

**SWITCHING AND TERMINATION**

**RETAIL CUSTOMER SWITCHES.**

The RES must reasonably cooperate with the Company as necessary to ensure that all meter-related facilities required for the provision of delivery service are installed and in operating condition for each retail customer for which the RES is to provide electric power and energy supply service prior to the date that the RES begins to provide such retail customer with electric power and energy supply service.

The RES must electronically submit to the Company a separate DASR for each retail customer for which it is to provide electric power and energy supply service in accordance with the provisions of the Switching Suppliers section of the Switching Suppliers and Switching to Bundled Electric Service part of Rate RDS. The RES must warrant to the Company that it expends its best efforts to submit DASRs only for retail customers eligible for Rate RDS.

Any DASR submitted to the Company by a RES taking service hereunder that informs the Company of the termination of the provision of electric power and energy supply service by such RES for any retail customer for which the RES has been providing electric power and energy supply service, must be submitted in accordance with the Standard Switching subsection of the Switching Suppliers section of the Switching Suppliers and Switching to Bundled Electric Service part of Rate RDS. Such DASR is designated as a Drop DASR.

- \* In the event that the RES rescinds a DASR that it previously submitted, such rescission must be submitted in accordance with the provisions of the Rescinding DASRS section of the Switching Suppliers and Switching to Bundled Electric Service part of Rate RDS.
- \* To the extent that the Company receives a properly submitted DASR or rescission of a DASR and acts in accordance with such DASR or rescission, the Company is not liable for any conflict such actions may cause between a RES and a retail customer.

**TERM OF CONTRACT AND TERMINATION PROVISIONS.**

For a RES first receiving service hereunder or resuming service hereunder after a previous termination of service hereunder, the initial term of contract between the Company and the RES is twenty-four (24) months. Upon expiration of the initial or any renewal term of contract, the term of contract is automatically renewed for a period of twelve (12) months.

The RES has the right to terminate its contract and discontinue service hereunder and all other services from the Company at any time provided such RES (a) submits written notification of such termination to the Company at least sixty (60) days prior to the termination date; (b) timely pays all amounts due to the Company by such RES; and (c) submits a Drop DASR for each retail customer for which it has heretofore been providing electric power and energy supply service. Each such Drop DASR must be submitted in accordance with the provisions of the Standard Switching subsection of the Switching Suppliers section of the Switching Suppliers and Switching to Bundled Electric Service part of Rate RDS. Submissions of Drop DASRs are made only after the RES notifies the retail customers for which such RES has been providing electric power and energy supply service of its intention to terminate service hereunder.

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**RATE RESS  
RETAIL ELECTRIC SUPPLIER SERVICE**

(Continued from Sheet No. 90)

**SWITCHING AND TERMINATION (CONTINUED)**

**TERM OF CONTRACT AND TERMINATION PROVISIONS (CONTINUED).**

Notwithstanding the provisions of the previous paragraph, in no event is a RES allowed to elect to terminate service hereunder if it continues to provide electric power and energy supply service to any retail customer located in the Company's service territory, and any attempt by the RES to terminate service hereunder under such circumstances are ineffective.

The Company has the right to immediately and without prior notice discontinue service hereunder if the RES (a) fails to maintain its status as a certified Alternative Retail Electric Supplier (ARES) or electric utility, or has such status suspended; or (b) fails to maintain its status as a Transmission Customer under the applicable tariffs on file with the FERC governing the use of transmission services and ancillary transmission services in connection with transactions within the Company's service territory.

The Company has the right to discontinue service hereunder if the RES fails to perform any of the following obligations, and such failure continues for a period of forty-eight (48) hours after the RES is sent written notice by the Company of such failure: (a) failure to comply with operating conditions identified by PJM applicable to the RES under tariffs on file with the FERC for the RES's continued procurement of federal-jurisdictional services necessary to the provision of electric power and energy to retail customers located in the Company's service territory; (b) failure to abide by all the terms and conditions of any applicable interconnection agreement in the event that the RES owns or operates electric generating facilities that are directly connected to the electric delivery system located in the Company's service territory; or (c) violation of any term or condition of its RES contract with the Company for which termination is authorized with a notice of forty-eight (48) hours.

The Company has the right to discontinue service hereunder if the RES fails to abide by any rate, term, or condition of applicable tariffs on file with the FERC governing transactions over the transmission facilities located in the Company's service territory, on the same terms and within the same period of time as is provided in such FERC tariff or allowed by the FERC.

The Company has the right to discontinue service hereunder if the RES fails to abide by any other obligation, term, or condition of this tariff or other applicable tariff on file with the ICC, or any other provision of its RES contract with the Company, and such failure continues for a period of fourteen (14) days after the RES is sent written notice by the Company of such failure.

The Company's rights to discontinue service pursuant to the preceding paragraphs in this Term of Contract and Termination Provisions section are in addition to such other rights the Company has under applicable rules, regulations, and practices relating to the reliability and security of electric power facilities and the health, welfare, and safety of the Company, RES personnel, or the public.

If the Company terminates service hereunder to the RES due to the RES's failure to meet any of the aforementioned material obligations, the Company notifies such RES's retail customers in the Company's service territory that such RES is no longer providing electric power and energy supply service in the Company's service territory. In such event, the Company begins to provide each such retail customer with full requirements electric supply in accordance with the bundled electric service tariff applicable to each such retail customer.

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