

**AGREEMENT FOR ELECTRIC SERVICE  
(FIXED GENERATION SUPPLY CHARGE)**

This Agreement ("Agreement") is entered into between \_\_\_\_\_ ("Customer"), a \_\_\_\_\_ under the laws of the State/Commonwealth of \_\_\_\_\_, with principal offices located at \_\_\_\_\_, and PECO Energy Company (the "Company"), a public utility authorized to supply electric service in the Commonwealth of Pennsylvania, on this \_\_\_\_\_ day of \_\_\_\_\_, 2010, in accordance with the Company's Tariff for Electric Service on file with the Public Utility Commission (Electric PA P.U.C. No. 4) (the "Tariff").

**DEFINITIONS.** All capitalized terms not defined in this Agreement shall have the meaning set forth in the Tariff.

**TERM.** This Agreement shall be for a term of one calendar year commencing on the 1st day of January 2011 (the "Term") unless terminated earlier as provided herein or in the Company's Tariff.

**RATE.** Customer agrees to use and pay for Default Service supplied hereunder in accordance with Rate \_\_\_\_ and the Company's Tariff (including any minimum charges). For purposes of billing Customer under Rate \_\_\_\_, the Energy Supply Charge shall be equal to a fixed rate of \$xx.xx / kWh, provided that Customer acknowledges that the Energy Supply Charge may increase or decrease during the Term if an entity under contract to supply the Company with energy and associated services for fixed price customer agreements defaults and the Company must procure alternative energy supply.

**INCORPORATION OF TARIFF.** Customer understands that this Agreement is subject to, and incorporates by reference, all applicable provisions of the Company's Tariff, and any reference to the Tariff in this Agreement includes any supplements thereto or any tariffs that supersede the Tariff which may hereafter be filed.

**EXISTING CONTRACT.** Except as expressly provided herein, nothing in this Agreement is intended to modify the terms of the Contract for Electric Service entered into between Customer and the Company dated \_\_\_\_\_, \_\_\_\_.

**CANCELLATION AND EARLY TERMINATION.** Customer may cancel or terminate this Agreement by notifying the Company in writing at any time, with cancellation or termination to take effect (i) on the day after the Company's receipt of such notice if Customer elects to receive Default Service in accordance with the Company's Hourly Pricing Service; (ii) on the day after the Company's receipt of such notice if Customer elects to receive Competitive Energy Supply beginning on January 1, 2011 and the Company receives such notice prior to December 10, 2010; or (iii) on the day of Customer's next scheduled meter read date which is at least sixteen days after the Company receives such notice if Customer elects to receive Competitive Energy Supply on or after January 1, 2011 and provides notice after December 10, 2010. Customer acknowledges and agrees that after this Agreement is cancelled or terminated, Customer has no right whatsoever to receive Default Service at the Energy Supply Charge specified in this Agreement.

IN WITNESS WHEREOF, Customer and the Company enter into this Agreement as of the day and year first above written:

**WITNESS OR ATTEST:**

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

**PECO Energy Company**

\_\_\_\_\_

By: \_\_\_\_\_