

**AGREEMENT FOR BACK-UP AND SUPPLEMENTARY ELECTRIC SERVICE
FOR QUALIFYING CO-GENERATION OR
SMALL POWER PRODUCTION FACILITIES
GREATER THAN 25 KW BUT LESS THAN 1 MW**

This Agreement, made as of the ____ day of _____, 200__, between PAULDING-PUTNAM ELECTRIC COOPERATIVE, INC. (hereinafter called “the Power Company”) and _____ (hereinafter called the “Consumer”), whose mailing address is _____, for electric service at _____ situated generally at the intersection of _____ and _____ in _____, _____ County, Ohio (hereinafter called the “Premises”);

WITNESSETH:

WHEREAS, the Power Company is a not-for-profit corporation organized under the laws of the State of Ohio engaged in the business of selling electric power and energy with its principal place of business in Williams County, Ohio; and

WHEREAS, the Consumer is [a _____ organized under the laws of the State of _____ doing business in the State of Ohio, which] or [an individual who] owns and operates all land and facilities located on the Premises; and

WHEREAS, the Consumer has or will install on the Premises certain consumer-owned electric generating facilities greater than 25 kW but less than 1 MW in the aggregate, which electric generating facilities (the “Electric Generating Facility”) are more particularly described in Exhibit E to the Agreement for Interconnection and Parallel Operation of Qualifying Cogeneration or Small Power Production Facilities Greater Than 25 kW but less than 1 MW of even date herewith by and between the Power Company and the Consumer (the “Agreement for Interconnection and Parallel Operation”); and

WHEREAS, the Electric Generating Facility is a certified qualifying cogeneration or small power production facility under the Public Utility Regulatory Policies Act of

1978, as amended, and all governmental regulations lawfully promulgated thereunder ("PURPA"); and

WHEREAS, the Consumer desires to interconnect the Electric Generating Facility to the Power Company's electric distribution system and to use the output of the Electric Generating Facility to first meet the requirements of the Consumer's electric consuming facilities located on the Premises and then sell to Buckeye Power, Inc. any such output in excess of the requirements of the Consumer's electric consuming facilities under the Agreement for the Purchase of Power and Energy from Qualifying Cogeneration or Small Power Production Facilities Greater than 25 KW but less than 1 MW of even date herewith by and between the Consumer and Buckeye Power, Inc. ("Agreement for Purchase of Power and Energy from Qualifying Facility"); and

WHEREAS, the Power Company desires to sell, and the Consumer desires to purchase, electric power and energy to meet the requirements of Consumer's electric consuming facilities not served by the Electric Generating Facility under the terms and conditions hereinafter set forth; and

WHEREAS, a single meter has been or will be installed at the Premises, which meter is capable of registering the flow of electricity from Power Company's electric distribution system to Consumer's electric consuming facilities on the Premises at the point of interconnection;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

1. Subject to the terms and conditions of this Agreement, the Power Company shall sell and deliver to the Consumer, and the Consumer shall purchase and receive, all of the electric power and energy which the Consumer may need at the Premises up to _____ kW, except for any such electric demand and energy which is served by Consumer's Electric Generating Facility.

2. Service hereunder shall be alternating current, _____ phase, _____ cycles, _____ volts.

3. The Consumer shall pay the Power Company for service hereunder at the rate and upon the terms and conditions set forth in the Power Company's Back-Up and Supplementary Electric Service Rate Schedule, which is attached hereto and made a part

of this Agreement as if fully restated herein. The Power Company's Back-Up and Supplementary Electric Service Rate Schedule will be superseded by any new or amended Back and Supplementary Electric Service Rate Schedule or any successor rate schedule as approved from time to time by the Board of Trustees of the Power Company. Payment for the service provided hereunder shall be made at the office of the Power Company located in Williams County, Ohio, or at such other place as the Power Company shall hereafter designate in writing.

4. If the Consumer shall fail to make any such payment within fifteen (15) days after such payment is due, the Power Company may discontinue service to the Consumer upon giving no less than fifteen (15) days written notice to the Consumer of its intention to do so, provided however, that such discontinuance of service shall not relieve the Consumer of any of its obligations under this Agreement.

5. The Consumer is or shall become a member of the Power Company and be bound by such rules and regulations as may from time to time be adopted by the Power Company.

6. The Consumer shall not use the electric power and energy furnished hereunder as an auxiliary or supplement to any other source of electric power and energy and shall not sell or transfer to others the electric power and energy purchased hereunder, without permission of the Power Company; provided, however, that Consumer may operate the Electric Generating Facility upon the terms and conditions and for the purposes set forth in this Agreement, the Agreement for Interconnection and Parallel Operation, and the Power Company's Back-Up and Supplementary Electric Service Rate Schedule which is attached hereto and made a part of this Agreement as if fully restated herein. The Consumer represents and warrants to the Power Company that the Electric Generating Facility is a certified qualifying cogeneration or small power production facility under PURPA.

7. The Consumer shall use the output of the Electric Generating Facility first to meet the requirements of Consumer's electric consuming facilities located on the Premises. Any output of the Electric Generating Facility in excess of the requirements of Consumer's electric consuming facilities shall be sold to Buckeye Power, Inc. in

accordance with the Agreement for Purchase of Power and Energy from Qualifying Facility of even date herewith.

8. Whenever the Power Company's facilities located at the Premises are relocated solely to suit the convenience of the Consumer, the Consumer shall reimburse the Power Company for the entire cost incurred in making such change.

9. (a) The Power Company will use reasonable diligence in furnishing a regular and uninterrupted supply of electric power and energy, but does not guarantee uninterrupted service. The Power Company shall not be liable for damages or other losses in case such supply is interrupted, curtailed, reduced, fluctuates, becomes irregular, or fails, or the commencement of service to the Consumer is delayed by reason of an act of God, the public enemy, accidents, labor disputes, orders or acts of civil or military authority, governmental action, loss of power supply, breakdowns or injury to the machinery, transmission or distribution lines or other facilities of the Power Company, repairs, maintenance or any cause beyond the Power Company's control; provided, however, that in no event shall the Power Company be liable for personal injury, wrongful death, property damage or other losses not caused by or due to the gross negligence or willful and wanton misconduct of the Power Company; provided, further, however, that in no event shall the Power Company be liable for consequential damages of any nature whatsoever in case such supply of power and energy should be interrupted, curtailed, reduced, fluctuates, becomes irregular, or fails, or the commencement of service to the Consumer is delayed; and provided further that the failure of the Consumer to receive electric power and energy because of any of the aforesaid conditions shall not relieve the Consumer of its obligation to make payments to the Power Company as provided herein.

(b) The point at which service is delivered by the Power Company to the Consumer, to be known as the "point of interconnection", shall be the point at which the Consumer's electric consuming facilities located on the Premises are connected to the Power Company's electric distribution system. The Power Company shall not be liable for any loss, injury or damage resulting from the Consumer's use of its facilities or equipment or occasioned by the power and energy furnished by the Power Company beyond the point of interconnection.

(c) The Consumer shall provide and maintain suitable protective devices on its equipment to prevent any loss, injury or damage that might result from any fluctuation or irregularity in the supply of electric power and energy. The Power Company shall not be liable for any loss, injury or damage resulting from any fluctuation or irregularity in the supply of power and energy which could have been prevented by the use of such protective devices.

(d) The Power Company will provide and maintain the necessary lines or service connections, metering and other apparatus which may be required for the proper measurement of and rendition of its service. All such apparatus shall be owned and maintained by the Power Company. A single meter will be installed which shall be capable of registering the flow of electricity from the Power Company's electric distribution system to Consumer's electric consuming facilities located on the Premises at the point of interconnection.

10. In the event of loss or injury to the property of the Power Company through misuse by, or the negligence of, the Consumer or the employees of the same, the cost of the necessary repairs or replacement thereof shall be paid to the Power Company by the Consumer.

Consumer will be responsible for any person tampering with, interfering with, or breaking the seals or meters or other equipment of the Power Company installed at the Premises. The Consumer hereby agrees that no one except the employees of or persons duly authorized by the Power Company shall be allowed to make any internal or external adjustments of any meter or any other piece of apparatus which shall be the property of the Power Company. The Consumer shall provide the Power Company reasonable access at all times to the Power Company's meters and other facilities of the Power Company located on the Premises.

11. Metering equipment used in determining the demand and amount of electric power and energy supplied hereunder shall be tested and calibrated, if required, by the Power Company. If any metering equipment shall be found inaccurate, it shall be restored to the extent possible to a 100.0% accurate condition; or new metering equipment to the extent necessary shall be substituted so that, as far as possible, 100.0% accuracy shall always be maintained. The Consumer shall have the right to request that a

special meter test be made at any time. In the event a test made at the Consumer's request discloses that the meter tested is registering correctly, or within one percent (1%) above or below 100.0% accuracy at full load, Consumer shall bear the expense of such meter test.

The results of all such tests and calibrations shall be open to examination by the Consumer and a report of every requested test shall be furnished to the Consumer. Any meter tested and found to be not more than one percent (1%) above or below 100.0% accuracy at full load, shall be considered to be accurate in so far as correction of billing is concerned. If as a result of any test, any meter is found to register in excess of one percent (1%) above or below 100.0% accuracy at full load, then the readings of such meter previously taken for billing purposes shall be corrected according to the percentage of inaccuracy so found, but no such correction shall extend beyond the last regular monthly billing period occurring prior to the day on which inaccuracy is discovered by such test, and no correction shall be made for a longer period than that during which it may be determined by mutual agreement of the parties involved that the inaccuracy existed. The Power Company will bear the cost of the meter test if any meter is found to register in excess of one percent (1%) above or below 100.0% accuracy at full load.

For any period that metering equipment is found to have failed wholly, or in part, to register and for which no alternate metering is available, it shall be assumed that the demand established, or electric energy delivered, as the case may be, during said period is the same as that for a period of like operation during which such meter was in service and operating.

The Power Company shall notify the Consumer in advance of the time of any meter test so that a representative of the Consumer may be present.

12. Duly authorized representatives of the Power Company shall be permitted to enter the Premises at all reasonable times in order to carry out the provisions hereof.

13. This Agreement shall begin on _____ and shall continue until the ten year anniversary of the commencement of the term of this Agreement unless extended, terminated or cancelled. This Agreement shall automatically extend for successive periods of one (1) year each, unless either party provides notice of termination at least 90 days prior to the end of the then current term, in which case the

Agreement shall terminate at the end of the then current term. Consumer may terminate this Agreement at any time by providing no less than 60 days prior written notice of termination to Power Company. Power Company may terminate this Agreement at any time upon material breach by Consumer of its obligations under this Agreement. This Agreement shall automatically terminate upon the termination of the Agreement for Interconnection and Parallel Operation or the Agreement for Purchase of Power and Energy from Qualifying Facility.

14. (a) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, legal representatives and assigns; provided, however, this Agreement shall not be assigned by the Consumer without the prior written consent of the Power Company, any such assignment by the Consumer being null and void without such consent.

(b) This Agreement shall not be effective unless approved in writing by all governmental agencies from which approval is required.

15. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, except for any conflicts of laws provisions.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

WITNESS:

WITNESS:

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

