

VIRGINIA ELECTRIC AND POWER COMPANY
AGGREGATOR AGREEMENT

THIS AGGREGATOR AGREEMENT ("Agreement") is made and entered into effective as of this _____ day of _____, _____, (the "Effective Date") by and between Virginia Electric and Power Company d/b/a Dominion Virginia Power ("Company"), a public service corporation organized and existing under the laws of the Commonwealth of Virginia and _____ (the "Aggregator"), a _____, both the Company and the Aggregator hereinafter sometimes referred to collectively as the "Parties", or individually as a "Party."

RECITALS

A. The Company is a public utility with an exclusive franchise to serve customers located within its service territory.

B. The Virginia Electric Utility Restructuring Act, Va. Code §§ 56-576 to 56-596 (the "Act"), provides for the restructuring of the electric industry in Virginia such that regulated electric utilities must allow non-discriminatory direct access to their distribution systems by Competitive Service Providers of Electricity Supply Service and further provides that, with implementation of such access to the distribution system, the Company will continue to serve as the exclusive electric distribution provider within its service territory.

C. The Virginia State Corporation Commission ("Commission"), acting pursuant to the Act, has issued a final order in Case No. PUE-2001-00013 promulgating Rules Governing Retail Access to Competitive Energy Services, 20 VAC 5-312-10 through VAC 5-312-110 (the "Rules").

D. In connection with the provision of Electricity Supply Service in the Company's service territory, the Aggregator (i) intends to provide such services as are authorized in the Rules to be performed by an Aggregator ("Aggregation Service"), and (ii) has been issued License Number _____ by the Commission to provide Aggregation Service to customers in Virginia.

E. An agreement between the Company and the Aggregator is needed for the Aggregator to be registered with the Company to engage in the provision of Aggregation Service in the Company's service territory and access the mass list of eligible customers and other Company maintained information on the secured supplier pages of the Company's Energy Choice Internet web site.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth below, and the above Recitals, which are incorporated herein, the Parties hereto, intending to be legally bound, hereby agree as follows:

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1.0 Definitions

Terms introduced and subsequently capitalized will have the meanings as indicated herein. Other terms capitalized and used in this Agreement will have the meanings as set forth in the Company's Competitive Service Provider Coordination Tariff on file with the Commission (the "CSP Tariff), as the same may be revised from time to time. Unless the context clearly intends to the contrary, words singular or plural in number shall be deemed to include the other and pronouns having a masculine or feminine gender shall be deemed to include the other.

2.0 General Terms and Conditions

- 2.1 The Aggregator hereby agrees to: (i) satisfy all requirements of the Act, the Rules, and applicable provisions of the CSP Tariff; (ii) obtain and maintain a license from the Commission and any licenses, permits or other authorizations from any other federal, state or local agencies required for participation as an Aggregator in the Virginia retail electric supply market; and (iii) execute all applications and agreements required for the Aggregator's provision of Aggregation Service in the Company's service territory. This Agreement is the valid and binding obligation of the Aggregator, enforceable in accordance with the terms contained in the Company's tariffs, as revised from time to time.
- 2.2 This Agreement shall become effective upon the satisfaction of the conditions contained in Section 2.1 above ("Effective Date").
- 2.3 By March 31 of each year this Agreement will terminate unless renewed in conjunction with the Aggregator satisfying the registration renewal requirements pursuant to Section 24.4 of the CSP Tariff. However, any Aggregator Application completed and effective between January 1 and March 31 of a particular year would not require renewal within the same calendar year. In the event the Aggregator does not satisfy the requirements for registration renewal pursuant to the CSP Tariff, then such Aggregator will cease to be on active status and will no longer be eligible for Coordination Services from the Company, and a new Aggregator Application will be required to reinstate the Aggregator's registration with the Company, and the Parties shall execute a new Agreement.
- 2.4 This Agreement shall or may be terminated in the event the Aggregator ceases to participate in or otherwise withdraws from the provision of Aggregation Service to Retail Customers in the Company's service territory.

3.0 Confidentiality of Information

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- 3.1** The Aggregator shall adequately safeguard all Customer information and shall not disclose such information unless the Customer authorizes disclosure in accordance with 20 VAC 5-312-60.A.
- 3.2** All proprietary, confidential, or commercially sensitive information made available by the Company or the Aggregator to the other Party pursuant to this Agreement, and designated in advance as such, including, without limitation, pricing or cost information, individual customer load profile data and information regarding computer systems or communications systems, shall not be disclosed to third parties without written consent from the originating Party and shall not be used by the Aggregator for any purpose other than the Aggregator's provision of Aggregation Service to Customers.

4.0 Force Majeure

Neither Party shall be liable for any delay in performing or for failing to perform its respective obligations under this Agreement due to any event of Force Majeure, including a catastrophic weather condition, flood, fire, lightning, epidemic, quarantine restriction, war, sabotage, act of a public enemy, earthquake, insurrection, riot, civil disturbance, strike, walkout lockout or other labor dispute, work stoppage caused by jurisdictional and similar disputes, restraint by court order or public authority, or action or non-action by or inability to obtain authorization or approval from any governmental authority, or any combination of these causes, which by the exercise of due diligence and foresight such Party could not reasonably have been expected to avoid and which by the exercise of due diligence is unable to overcome. Financial loss or other economic hardship of either Party shall not constitute an event of Force Majeure under this Agreement.

5.0 Assignment

This Agreement may be assigned by either Party with the prior written consent of the other Party, if such assignee agrees, in writing, to be bound by all of the terms and conditions hereof, and if any necessary regulatory approvals or registrations required under this Agreement are obtained. The consent required hereunder shall not be unreasonably withheld.

6.0 Governing Law

To the extent not subject to the exclusive jurisdiction of the FERC, the formation, validity, interpretation, execution, amendment and termination of this Agreement shall be governed by the laws of the Commonwealth of Virginia.

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7.0 General Miscellaneous Provisions

- 7.1** Each Party shall defend, indemnify and hold harmless the other Party from and against any and all claims and/or liabilities for losses, expenses, damage to property, injury to or death of any person, including the other Party's employees or any third parties, including reasonable attorneys' fees, relating to performance under this Agreement, except to the extent that a court of competent jurisdiction determines that the losses, expenses or damage were caused wholly or in part by any grossly negligent or willful act or omission of the Party claiming indemnification under this provision.
- 7.2** Cancellation, expiration or early termination of this Agreement shall not relieve the Parties of obligations that by their nature survive such cancellation, expiration or termination, including, without limitation, payment of any amounts due, warranties, remedies, promises of indemnity and confidentiality.
- 7.3** Unless otherwise stated herein, all notices, demands or requests required or permitted under this Agreement shall be in writing and shall be personally delivered or sent by overnight express mail, courier service or facsimile transmission (with the original transmitted by any of the other aforementioned delivery methods) addressed as follows:

If to the Aggregator to:

If to the Company to: David F. Koogler,
Director – State Regulation
15th Floor - OJRP
Dominion Virginia Power
P. O. Box 26666
Richmond, VA 23261-6666

Copy to: Supplier Relations
15th Floor - OJRP
Dominion Virginia Power
P. O. Box 26666
Richmond, VA 23261-6666

or to such other person at such other address as a Party shall designate by like notice to the other Party. Notices received after the close of a Business Day shall be deemed received on the next Business Day.

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8.0 Severability

Should any provision of this Agreement be held invalid or unenforceable, such provision shall be invalid or unenforceable only to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable any other provision hereof, unless it materially changes the Agreement of the Parties.

9.0 Taxes

All present or future federal, state, municipal or other taxes imposed on the Aggregator by any taxing authority by reason of this Agreement shall be the liability of the Aggregator. The Aggregator shall pay all such taxes to the applicable taxing authority to the extent required or permitted by law. If any transaction is exempt from the payment of any such taxes, the Aggregator will, if requested, provide the Company with valid tax exemption certificates. If the Company is required to remit any such taxes directly to any applicable taxing authority, other than taxes previously collected by the Company directly from the Aggregator's Customers, the Aggregator indemnifies the Company against, and will pay the Company for, all such tax amounts upon demand.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first set forth above.

Accepted:

AGGREGATOR: _____

Name: _____

Title: _____

Date: _____

Accepted:

Company: VIRGINIA ELECTRIC AND
POWER COMPANY d/b/a
DOMINION VIRGINIA POWER:

Name: _____
David F. Koogler

Title: Director – State Regulation

Date: _____