

**CITY OF HUDSON, OHIO  
POTOMAC ENERGY CENTER SCHEDULE TO  
AMERICAN MUNICIPAL POWER, INC.  
AND  
CITY OF HUDSON, OHIO**

**MASTER SERVICES AGREEMENT  
(AMP CONTRACT NO. C-11-2005-4423)**

WHEREAS, the City of Hudson, Ohio (“Municipality”) and American Municipal Power, Inc., (“AMP”) have entered into a Master Services Agreement (“MSA”) under which certain services may be provided, pursuant to schedules entered into between Municipality and AMP; and

WHEREAS, AMP will enter into a Power Purchase Agreement with Potomac Energy Center, LLC, a Virginia limited liability company (“Seller”) (the “Potomac Energy PPA”) under the terms of which AMP is to purchase and Seller is to supply and sell up to approximately 268 MW of base capacity as well as an additional share of the 32 MW of duct firing on a pro-rata basis and associated energy from a combined cycle, gas-fired electric power plant located in Loudoun County, Virginia (the “Project”), for a period of fifteen (15) years; and

WHEREAS, the Potomac Energy PPA contemplates that AMP may prepay a portion of AMP’s obligations to purchase energy and capacity at some point during the term of the Potomac Energy PPA and would finance the prepayment on behalf of Municipalities to allow AMP to offer the capacity, energy and environmental attributes derived from the Potomac Energy PPA to Municipalities at an economical price; and

WHEREAS, the Potomac Energy PPA provides, among other things, significant opportunities for the Municipality to receive from AMP reliable, economic capacity and energy through this schedule to the MSA (the “Potomac Energy PPA Schedule”).

**SECTION 1 - TERM**

The term of this Potomac Energy PPA Schedule shall be effective from June 1, 2026 and shall thereafter be coterminous with the same, which is a fifteen (15) year term; provided, however, that Municipality’s obligation to purchase and AMP’s obligation to deliver capacity and energy pursuant to this Potomac Energy PPA Schedule are both contingent on Seller’s performance pursuant to the Potomac Energy PPA.

**SECTION 2 - SERVICES**

AMP agrees to procure, pursuant to (and its obligations hereunder are specifically dependent upon) the Potomac Energy PPA, output up to approximately 268 MW of capacity and energy (“MWh”) for the benefit of the Municipality (the “Contract Amount”).

Municipality agrees to take and pay for such capacity and energy on a *pro rata* basis where and as available pursuant to the Potomac Energy PPA. Such *pro rata* amounts to be determined by multiplying the Municipality's percentage Contract Amount, as set forth on Exhibit B hereto, times the actual capacity and energy available from time to time under the Potomac Energy PPA.

AMP is authorized and requested on behalf of Municipality to evaluate an arrangement whereby AMP may prepay all or a portion of AMP's obligations to purchase energy and capacity at some point during the term of the Potomac Energy PPA and finance the prepayment on behalf of Municipality through the issuance of bonds in order to achieve additional savings on the capacity and energy derived from the Potomac Energy PPA that AMP can pass through to Municipality ("Prepay Agreement"). In the event that AMP presents and Municipality directs AMP to enter into a Prepay Agreement, AMP may exercise the Limited Assignment Right in the Potomac Energy PPA, enter into a Prepay Agreement with a third party and finance the cost of any such prepayment amount through issuance of bonds. Upon authorizing AMP to enter into a Prepay Agreement, Municipality agrees to take such actions as are necessary to effectuate the Prepay Agreement and the economic benefit created thereby in a timely manner, which may include, but are not limited to:

- A. Entering into a power sales contract that maintains the respective rights and obligations as set forth herein but also recognizes that in order to enter into a Prepay Agreement and finance the same, AMP must comply with the requirements of each Trust indenture, the Potomac Energy PPA, other related agreements and thus, Municipality agrees that such power sales contract will be made subject to the terms and provisions of each such AMP obligation;
- B. Obtaining all approvals, consents or authorizations of, or registrations or filings with, any governmental or public agency, authority or person required in connection with the execution, delivery and performance of the Prepay Agreement;
- C. Taking such actions as are necessary to enable AMP to issue and maintain bonds as tax exempt obligations to finance the Prepay Agreement, including but not limited to (a) delivering, prior to issuance of any tax exempt obligations, executed certificates relating to the tax requirements applicable to tax exempt obligations, (b) providing to AMP periodic reports after the issuance of any tax exempt obligations regarding the covenants, and (c) represent that at least ninety percent (90%) of the energy delivered will be furnished to retail customers located in the service area of Municipality;
- D. Furnishing a legal opinion that Municipality has the full legal right and authority to enter into a power sales contract and carry out its obligations thereunder; and,
- E. Agreeing that the power sales contract prohibits termination while any financing of prepayment obligations remains outstanding or in a manner that requires AMP to settle any mark-to-market obligations under the Potomac Energy PPA without passing the entire cost of such mark-to-market obligations to Municipality.

AMP's execution of a Prepay Agreement is contingent upon Municipality's completion of all actions required to effectuate the Prepay Agreement.

### **SECTION 3 - DELIVERY POINTS**

The Delivery Point(s) for this Potomac Energy PPA Schedule shall be the "Point of Delivery" as defined in the Potomac Energy PPA - unless the same is modified in writing by the parties. The Delivery Point(s) will be within the PJM footprint. There may also be a Secondary Delivery Point, or Points of Delivery. Municipality may change the Secondary Delivery Point(s) set forth on Exhibit D with AMP's consent, such consent not to be unreasonably withheld, provided that transmission to any modified Secondary Delivery Point shall be pursuant to appropriate Federal Energy Regulatory Commission ("FERC") tariffs at Municipality's expense, including the costs of any/all required ancillary services.

### **SECTION 4 - SCHEDULING**

A. AMP shall cooperate with the Municipality to schedule the capacity and energy to a delivery point as directed by the Municipality.

B. Notwithstanding any other provision of this Potomac Energy PPA Schedule and the MSA, Municipality shall, when available, take and pay for the capacity and energy.

### **SECTION 5 - DEPENDENCE ON POTOMAC ENERGY PPA**

Municipality recognizes that AMP's ability to supply capacity and energy under this Potomac Energy PPA Schedule is dependent upon AMP's ability to arrange for the same pursuant to the Potomac Energy PPA. Additionally, Municipality recognizes that AMP entered into the Potomac Energy PPA primarily for the benefit of Municipality and the other Members of AMP and that AMP, pursuant to the Potomac Energy PPA, has certain rights as well as certain obligations. Accordingly, Municipality warrants to cooperate with AMP in such a manner as to facilitate AMP's performance of its obligations thereunder and releases AMP from any liability due to Seller's failure to perform.

### **SECTION 6 - RATES, CHARGES AND BILLING**

A. Capacity and energy made available pursuant to this Potomac Energy PPA Schedule for the capability and output of the Project shall be at rates or charges established, maintained and adjusted at levels that will provide revenues sufficient, but only sufficient, for AMP to meet its obligations under the Potomac Energy PPA to pay for AMP's proportionate share of the Project's installed capacity, the energy actually delivered by the Project to the Delivery Point, and ancillary services actually available from the Project (collectively, the "Products") for the term of the Potomac Energy PPA and the costs set forth in Sections 6 (B) and (C) hereof, pursuant to the billing provisions herein and in the MSA;

B. The net of the following costs shall be included as a component of a uniform rate adjustment to be charged hereunder for energy delivered or made available to Municipality in the rates set forth on Exhibit A (“Rate Adjustment”). This creates a Project Energy Rate for the Potomac Energy PPA Schedule consisting of the charges in Exhibit A as adjusted as set forth in this Section 6 (see Exhibit E – Example Project Energy Rate Calculation):

- a. Energy actually delivered to the Delivery Point;
- b. A pro-rata share of the net available Installed Capacity/RPM credits/charges (if any) from the Regional Transmission Organization (“RTO”) where the Potomac Energy PPA Project is located;
- c. Any ancillary service, congestion and marginal loss charges by PJM or any other applicable RTO;
- d. An appropriate allocation of AMP’s energy control center, metering and other common costs of AMP reasonably allocable to the Potomac Energy PPA;
- e. Any additional ancillary service, congestion or marginal loss charges or supplemental transmission service to its Secondary Delivery Point;
- f. Service Fee B specified in the MSA (currently at a rate of \$0.00058/kWh for Service Fee B); and,
- g. any cost or expenditure associated with AMP’s compliance with any applicable terms and conditions of the Potomac Energy PPA not otherwise described herein.

This Potomac Energy PPA Schedule is signed below by each party’s authorized representative.

**CITY OF HUDSON, OHIO**

**AMERICAN MUNICIPAL POWER, INC.**

\_\_\_\_\_  
 BY:  
 NAME:  
 TITLE:  
 DATE:

\_\_\_\_\_  
 By:  
 Jolene M. Thompson  
 President/CEO  
 DATE:

**APPROVED AS TO FORM:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
 Municipality’s Legal Counsel

\_\_\_\_\_  
 Lisa G. McAlister  
 Senior Vice President and General  
 Counsel

**EXHIBIT A**

**RATE SCHEDULE**

- 1) Applicability and Availability. This rate schedule is solely applicable to and available for the Municipalities under the terms and conditions of the Potomac Energy PPA Schedule.
- 2) Billing Capacity. The Billing Capacity in each billing period shall be the allocation of the Project Share in kilowatts (kW) assigned to the Municipalities as set forth opposite their names in Appendix B.
- 3) Billing Energy. The Billing Energy in each billing period shall be the respective Municipality's scheduled reservation of its Project Share in kilowatt-hours (kWh) at the Delivery Point.
- 4) Rates and Charges. The charges for each billing period shall be determined from the applicable payment calculation as described in Appendix B of the Potomac Energy PPA and will be invoiced as follows:
  - a. Monthly Demand Charge. This is the Billing Capacity times the monthly charge for the Demand Payment (as defined in the Potomac Energy PPA, which is the Demand Payment Rate times the amount of the Project's ICAP (in MW) transferred to AMP times 1000).
  - b. Energy Charge: This is the rate or charge that is principally designed to recover variable costs and fuel. It is the Billing Energy delivered during a billing period times the energy rate as calculated to recover actual costs incurred by AMP under the Potomac Energy PPA in the Variable O&M Payment and the Fuel Charge.
  - c. Net Congestion, Losses, FTR. This is the cost of supplemental transmission service beyond the Delivery Point.
  - d. Capacity Credit. This is the allocation of the Project Share in kilowatts (kW) assigned to the respective Municipality times the Potomac Energy Project's ICAP.
  - e. Adjustment for prior period(s). In accordance with the Potomac Energy PPA, insofar as AMP is unable to use actual cost data and must rely on estimated costs at the time of invoice generation, any dollar difference between actual and estimated costs shall be reflected in the in a future billing period.

- f. Service Fee. In addition to the charges detailed above, each Municipality shall also pay the AMP Energy Control Center Charge and the Service Fee B specified in the MSA (currently at a rate of \$0.00058/kWh for Service Fee B).
  - g. Rate Levelization. If applicable, this is a credit or charge required to bring the overall Project rate for the billing period, exclusive of Net Congestion, Losses, FTR, Adjustments for prior period(s), Capacity Credit and Service Fee, to the approved rate stated in the applicable resolution or budget.
  - h. Additional Charges. The above enumeration of charges does not preclude any charges to any Municipality as determined from time to time and approved by the Municipality.
- 5) Late Payment Charge will be assessed as set forth in the MSA.
- 6) Billing Period. The Billing Period shall be Monthly or such other period determined in accordance with Potomac Energy PPA.

**EXHIBIT B**  
**PROJECT SHARE**

**[TO COME]**

**EXHIBIT D**

**SECONDARY DELIVERY POINTS**

**[TO COME]**

**EXHIBIT E****EXAMPLE POTOMAC ENERGY PPA SCHEDULE RATE CALCULATION****2026 Example Rate**

Demand Charge	\$18.50 / kW *	2,000 kW	=	\$37,000.00
Gas Transportation	\$2.69 / kW *	2,000 kW	=	\$5,380.00
Energy Charge	\$0.02445 / kWh *	1,100,000 kWh	=	\$26,895.00
Capacity Credit	(\$7.40) / kW *	2,000 kW	=	(\$14,800.00)
Net Congestion, Losses, FTR	(\$0.00400) / kWh *	1,100,000 kWh	=	(\$4,400.00)
ECC Charge	\$0.00075 / kWh *	1,100,000 kWh	=	\$825.00
Service Fee B	\$0.00058 / kWh *	1,100,000 kWh	=	\$638.00
Adjustment for Prior month			=	\$0
Subtotal	\$0.04685 / kWh *	1,100,000 kWh	=	\$51,538.00