

COMPRESSED NATURAL GAS FUELING AGREEMENT

THIS AGREEMENT is made as of _____ between PECO Energy Company ("PECO Energy"), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania and a regulated public utility, and _____ (the "Customer").

WHEREAS, the Customer desires to make arrangements for its natural gas vehicles to have access to a compressed natural gas ("CNG") fueling station and PECO Energy is willing to supply CNG to Customer vehicles at its Plymouth Meeting Fueling Facility located at Ridge Pike and Chemical Road, Plymouth Meeting, PA and other PECO Energy owned public facilities as they become available ("Facility").

NOW, THEREFORE, the parties hereto, for and in consideration of the mutual agreements contained herein and intending to be legally bound hereby, agree as follows:

1. **SUPPLY OF CNG**

PECO Energy agrees to supply CNG to Customer's natural gas vehicles by providing such vehicles access to PECO Energy's Facility. A list of these vehicles is provided in Attachment 1. PECO Energy's Facilities are equipped with the AGA/NGV-1 fuel nozzle and will dispense 3,000 psi CNG.

2. **BILLING**

PECO Energy will provide CNG fuel access cards to the Customer whereby PECO Energy will record access information and billing volumes. PECO Energy will bill the Customer each month for CNG on the basis of actual meter readings at PECO Energy's Public Utility Commission approved tariff Motor Vehicle-Interruptible Rate.

3. **INSTRUCTION**

PECO Energy will instruct the Customer's personnel in the use of PECO Energy's fueling station equipment. The Customer's personnel are responsible for safely and properly dispensing the CNG into the Customer's vehicles.

4. **INDEMNIFICATION**

The Customer agrees to indemnify, hold harmless and defend PECO Energy, and its officers and employees, from and against any claim, demand, cause of action, loss, liability or expense, including attorney's fees, on account of injury to or death of persons (including PECO Energy employees or contractors) or damage to or loss of property (including PECO Energy property) arising out of Customer's acts or omissions with respect to Customer's obligation under this Agreement, except where the injury or death of persons or damage to or loss of property was caused by the sole negligence or willful misconduct of the party to be indemnified.

5. **TERM**

The initial term of this Agreement shall be twenty-four (24) months commencing on the agreement date. After the initial term, this Agreement may be extended on a year-to-year renewal basis by mutual agreement of the parties. This Agreement may be canceled by either party upon at least sixty (60) days written notice. Any termination of this Agreement shall not relieve either party of any obligation incurred prior to the effective date of termination.

6. **CUSTOMER CERTIFICATION**

Customer certifies that it is fully acquainted with the nature and special maintenance and operating requirements of vehicles and equipment using CNG and further certifies that it will train all maintenance and operating personnel who come in contact with vehicles equipped with CNG on the safe fueling, operation, maintenance, and emergency procedures to be followed in connection with such vehicles and equipment, as specified by the manufacturer and installer of such vehicles and equipment.

7. **REPAIRS and MAINTENANCE**

Customer agrees to excuse PECO Energy for any delays, costs or expenses resulting from the Customer's inability to refuel its vehicles at PECO Energy's Facility because of repairs or preventive maintenance to PECO Energy's equipment. PECO Energy agrees to use its best efforts to minimize equipment downtime. PECO Energy shall have no obligation to provide substitute fuel or equipment during periods when equipment at its fueling facilities are out of service.

8. **SHARING INFORMATION**

Customer agrees to share with PECO Energy the operating and maintenance information concerning Customer's natural gas vehicles.

9. **FEDERAL EXCISE TAX EXEMPTION**

Exempt purchasers of natural gas, as stated under section 4041 and other applicable provisions of the Internal Revenue Code, can claim an exemption by providing PECO Energy with an exemption certificate. (See Attachment 2).

10. **OTHER AGREEMENTS**

This Agreement shall not supersede any other agreement or arrangement between PECO Energy and Customer and shall not alter any previous commitments between the parties.

11. **NOTICES and COMMUNICATIONS**

Any formal communications concerning this Agreement shall be in writing and delivered either by hand, by first class certified mail, or by telecopy to the appropriate address as follows:

CUSTOMER

PECO Energy Company

Notices and Correspondence

Notices and Correspondence:

Pieter C. Ouwerkerk
PECO Energy Company
2301 Market Street S11-3
Philadelphia, PA 19103

Telephone: _____
Telecopier: _____

Telephone: 215-841-5220
Telecopier: 215-841-6906

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

ATTEST:

BY: _____

ATTEST:

PECO ENERGY COMPANY

BY: _____

COMPRESSED NATURAL GAS FUELING AGREEMENT

ATTACHMENT 1

CUSTOMER INFORMATION

(This Section To Be Completed By Customer)

- (a) Company Name: _____
- (b) Address: _____

- (c) Telephone Number: _____
- (d) Contact Person: _____
- (e) Billing Address: See Above

- (f) Billing Status (Monthly or Quarterly): _____
- (g) PA Liquid Fuel Tax Status (exempt or non-exempt): _____
- (h) Vehicle Identification Numbers: _____

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(This Section To Be Completed By PECO Energy)

Customer Account Number: _____

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Attachment 2

FEDERAL EXCISE TAX EXEMPTION CERTIFICATE

Date: _____

The undersigned Customer hereby certifies that the compressed natural gas ("CNG") purchased pursuant to the accompanying Compressed Natural Gas Fueling Agreement between PECO Energy Company ("PECO Energy") and the undersigned dated _____ will be used for the following exempt purpose:

_____.

If this CNG is resold or used for a purpose other than the exempt purpose stated in this certificate, then Customer may be subject to tax. Customer will be prepared to establish by evidence satisfactory to PECO Energy the purpose for which Customer used the product bought with this certificate. Customer understands that the fraudulent use of this certificate to buy CNG free of tax may subject Customer to penalties of perjury, which may include fine or imprisonment. Any such fraudulent use may also subject officers and directors of Customer to personal liability for the tax.

Company Name: _____
Address: _____

Signature: _____

Name (Printed): _____

Title: _____

Tax Identification Number
of Purchasing Entity: _____
Fuel Tax Certificate of
Registry Number (Non
Municipal Buses Only): _____

PECO Energy Multi-Force Fuel Management Operation For CNG Customers.

Press Enter Key to start

| <u>Displayed</u> | <u>Action</u> | <u>Action</u> |
|------------------|-------------------------|-----------------|
| Vehicle Mileage | E.g. "Mileage" | Press Enter Key |
| Vehicle Number | E.g. "Your Choice" | Press Enter Key |
| Driver ID | E.g. "Your Choice" | Press Enter Key |
| Select Pump | E.g. "Number from Hose" | Press Enter Key |

Use for vehicle and driver numbers items that are easily remembered.

System should process Information in 2 seconds and display OK to fuel

Note Cont will brighten or Darken the Screen.

If Unable to fuel

1st try a another pump

2nd Call or stop in the fleet repair facility and talk to a PECO Energy Employee.

3rd Call PECO Alt Fuels Market Manager at 215-841-5220

Please supply the following Information

Driver ID Can be the same or by Employee ID

| | | |
|-----------|---|---|
| Driver ID | “ | ” |
| Driver ID | “ | ” |
| Driver ID | “ | ” |
| Driver ID | “ | ” |

Max Pressure

| | | | |
|----------------|---|---|---------------|
| Vehicle Number | “ | ” | 3,000 & 3,600 |
| Vehicle Number | “ | ” | 3,000 & 3,600 |
| Vehicle Number | “ | ” | 3,000 & 3,600 |
| Vehicle Number | “ | ” | 3,000 & 3,600 |
| Vehicle Number | “ | ” | 3,000 & 3,600 |
| Vehicle Number | “ | ” | 3,000 & 3,600 |

Fueling locations in PECO territory:

Berwyn Station
1050 Swedesford Road
Berwyn, PA 19312

Coatesville Station
175 North Caln Road
Coatesville, PA 19320

Eddystone/Chester/Baldwin Station
1510 Chester Pike
Eddystone, PA 19022

Phoenixville Station
1101 West Bridge Street
Phoenixville, PA 19460

Plymouth Meeting Station
680 Ridge Pike
Plymouth Meeting, PA 19462