

TSA Designation Agreement

TRANSMISSION SCHEDULING AGENT (TSA) DESIGNATION AGREEMENT

This TRANSMISSION SCHEDULING AGENT DESIGNATION AGREEMENT dated as of _____, 20____, is between and among Duke Energy Ohio, Inc ("Duke Energy Ohio"), _____ (the "Certified Supplier") and _____ (the "Transmission Scheduling Agent" or "TSA"). Duke Energy Ohio, the Certified Supplier and the TSA are collectively the Parties, and each individually is a Party to the Agreement.

WHEREAS, the Certified Supplier desires to designate the TSA to schedule power on its behalf into the Cinergy Balancing Authority (CIN) commencing _____, 20__ (hereinafter "effective date of service") so that the Certified Supplier can serve its end-use customers under Duke Energy Ohio's Customer Choice Program;

WHEREAS, the TSA is a Transmission Customer as defined under the applicable Transmission Tariff and desires to perform scheduling services on behalf of the Certified Supplier;

WHEREAS, the Parties wish to establish the terms and conditions under which the TSA will perform power scheduling on behalf of the Certified Supplier in Duke Energy Ohio's Customer Choice Program; and

NOW, THEREFORE, in consideration of the premises and the mutual agreements contained herein, the Parties agree as follows:

1. Definitions

As used in this Agreement, the following terms have the definitions set forth below.

- 1.1 "Duke Energy Ohio's Customer Choice Program" means a program offered by Duke Energy Ohio under which end-use customers may select a Certified Supplier of competitive retail electric service.
- 1.2 "Transmission Tariff" means the Open Access Transmission Tariff on file with the FERC which sets forth the rates, terms and conditions of transmission service over transmission facilities located in the Cinergy Balancing

Authority (CIN), or any successor transmission tariff for similar service.

2. Effective Date of Agreement

2.1 The effective date of this Agreement shall be the date it is signed by the Parties and the terms of this Agreement shall be effective as of that date.

2.2 The TSA shall not be eligible to perform scheduling services on behalf of the Certified Supplier any earlier than _____, 20__, and until: (a) five (5) business days after the effective date of this agreement and (b) the TSA has complied with all credit requirements of Duke Energy Business Services LLC and the applicable transmission provider.

2.3 The applicable provisions of this Agreement shall continue in effect after the Term of the Agreement to the extent necessary to provide for final accounting, final billing, billing adjustments, resolution of billing disputes, resolution of any court, alternative dispute resolution or administrative proceedings arising out of this Agreement and final payment.

3. Appointment of TSA

3.1 Certified Supplier hereby appoints TSA and TSA hereby accepts its appointment as the agent of the Certified Supplier to perform all functions as set forth in the applicable Transmission Tariff.

4. Relationship of Parties

4.1 The Parties agree that the TSA shall be the sole point of contact for the applicable transmission and ancillary service provider or Duke Energy Ohio on all matters relating to services performed under the applicable Transmission Tariff.

4.2 The Certified Supplier shall be responsible for all actions or inactions of the TSA relating to services performed under the applicable Transmission Tariff to serve the Certified Supplier's end-use customers in Duke Energy Ohio's Customer Choice Program.

5. Applicability of Certified Supplier Tariff

5.1 The Certified Supplier and its designated TSA agree to comply with all terms and conditions of the Certified Supplier Tariff, as applicable.

6. Termination of TSA Relationship

6.1 If either the Certified Supplier or the TSA wishes to terminate the Certified Supplier/TSA designation as set forth in this Agreement, then the Party wishing to terminate the designation shall send written notice to Duke Energy Business Services LLC or Duke Energy Ohio of the termination of the designation and the date and hour when the TSA will no longer schedule power on behalf of the Certified Supplier.

7. Amendment

7.1 This Agreement may be amended only by a written agreement signed by the Parties.

8. Complete and Full Agreement

8.1 This Agreement constitutes the entire agreement between the Parties.

9. Assignment

9.1 No Party shall assign, pledge or transfer this Agreement without the prior written consent of all the Parties.

10. Notices

10.1 All notices to the TSA, Certified Supplier, and Duke Energy Ohio provided for under this Agreement shall be sent to the following:

To the TSA:

Attn:

Title: _____

Telephone: _____

Facsimile: _____

Internet E-mail: _____

To the Certified Supplier:

Attn: _____

Title: _____

Telephone: _____

Facsimile: _____

Internet E-mail: _____

To Duke Energy Ohio or Duke Energy Business Services

Certified Supplier Business Center

Mail Location: EY575

Cincinnati, OH 45201-0960

Telephone: 513-287-2322

Facsimile: 513-287-2718

Internet E-mail: csbc@duke-energy.com

IN WITNESS WHEREOF, the undersigned Parties have caused this Agreement to be executed in their names by their respective duly authorized officials, as of the ____ day of _____, 20____.

Duke Energy Ohio, Inc.

By: _____

Name:

Title:

By: _____

Name:

Title:

By: _____

Name:

Title: