

**INTERCONNECTION AGREEMENT
FOR INTERCONNECTION AND PARALLEL OPERATION
OF CERTIFIED INVERTER-BASED EQUIPMENT 50 kW OR SMALLER**

THIS INTERCONNECTION AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2009, by and between The Dayton Power and Light Company ("Company"), and _____ ("Customer").

The Customer is installing, or has installed, inverter-based Customer-generator facilities and associated equipment ("Generation Facilities") to interconnect and operate in parallel with the Company's electric distribution system, which Generation Facilities are more fully described as follows:

Location: _____

Type of facility: Solar Wind Other _____

Inverter Power Rating: _____

Inverter Manufacturer and Model Number: _____

Description of electrical installation of the Generation Facilities, including any field adjustable voltage and frequency settings:

As shown on a single line diagram attached hereto as "Exhibit A" and incorporated herein by this reference; or

Described as follows: _____

The Customer represents and agrees that the Generation Facilities are, or will be prior to operation, certified as complying with:

- (i) The requirements of the Institute of Electrical and Electronics Engineers ("IEEE") Standard 1547-2003, "Standard for Interconnecting Distributed Resources with Electric Power Systems", as amended and supplemented as of the date of this Agreement, which standard is incorporated herein by this reference ("IEEE Standard 1547-2003"); or
- (ii) The requirements of the Underwriters Laboratories ("UL") Standard 1741 concerning Inverters, Converters and Controllers for Use in Independent Power Systems, as amended and supplemented as of the date of this Agreement, which standard is incorporated herein by this reference.

Customer further represents and agrees that:

- (i) The Generation Facilities are, or will be prior to operation, designed and installed to meet all applicable requirements of IEEE Standard 1547-2003, the National Electrical Code and local building codes, all as in effect on the date of this Agreement; and
- (ii) The voltage and frequency settings for the Generation Facilities are fixed or, if field adjustable, are as stated above.

The Customer agrees to maintain reasonable amounts of insurance sufficient to meet its construction, operating and liability responsibilities associated with the generator installation. The Customer agrees to provide the Company from time to time with proof of such insurance upon the Company's request.

With respect to the Generation Facilities and their interconnection to the Company's electric system, the Company and the Customer, whichever is applicable, (the "Indemnifying Party") to the extent permitted by law shall indemnify and hold the other harmless from and against all claims, liability, damages and expenses, including attorney's fees, based on any injury to any person, including the loss of life, or damage to any property, including the loss of use thereof, arising out of, resulting from, or connected with, or that may be alleged to have arisen out of, resulted from, or connected with, an act or omission by the Indemnifying Party, its employees, agents, representatives, successors or assigns in the construction, ownership, operation or maintenance of the Indemnifying Party's facilities.

The Company agrees to allow the Customer to interconnect and operate the Generation Facilities in parallel with the Company's electric system in accordance with the provisions of the Company's Tariff D35 – Interconnection Service, which provisions are incorporated herein by this reference.

For purposes of this Agreement, the term "certify" (including variations of that term) has the meaning set forth in Chapter 4901:1-22-05(B), Ohio Administrative Code Uniform Electric Interconnection Standards, as the same may be revised from time to time by the Public Utilities Commission of Ohio ("Commission"), which provision is incorporated herein by this reference.

The Customer's use of the Generation Facilities is subject to the rules and regulations of the Company, including the Company's Service Regulations and the Company's Tariff D35 – Interconnection Service, as contained in the Company's Retail Electric Tariff, as the same may be revised from time to time with the approval of the Commission. Both the Company and this Agreement are subject to the jurisdiction of the Commission. To the extent that Commission approval of this Agreement may be required now or in the future, this Agreement and the Company's commitments hereunder are subject to such approval.

IN WITNESS WHEREOF, the Customer and the Company have executed this Agreement, effective as of the date first above written.

**THE DAYTON POWER
AND LIGHT COMPANY**

CUSTOMER

By: _____

By: _____

Title: _____

Title: _____