

BALTIMORE GAS AND ELECTRIC COMPANY
ELECTRICITY SUPPLIER LETTER OF CREDIT

{TO BE ISSUED ON THE LETTERHEAD OF THE ISSUING BANK}

LETTER OF CREDIT NO. _____

LETTER OF CREDIT AMOUNT US DOLLARS _____

ISSUE DATE _____

EXPIRY DATE _____

APPLICANT:
[ELECTRIC SUPPLIER NAME]
[ADDRESS]

BENEFICIARY:
BALTIMORE GAS AND ELECTRIC COMPANY
2 CENTER PLAZA
110 WEST FAYETTE STREET
BALTIMORE, MARYLAND 21201
ATTN: CREDIT DEPARTMENT

WE HEREBY ISSUE IN YOUR FAVOR OUR IRREVOCABLE STANDBY LETTER OF CREDIT FOR THE ACCOUNT OF THE ABOVE-REFERENCED APPLICANT FOR AN AGGREGATE AMOUNT OF USD \$ _____ (MINIMUM \$25,000) WHICH IS AVAILABLE FOR PAYMENT AT SIGHT ON _____ (“ISSUER”) _____ (ADDRESS), IN ONE OR MORE DRAFTS UP TO THE AGGREGATE AMOUNT SET FORTH HEREIN. THIS LETTER OF CREDIT IS PRESENTABLE AND PAYBLE AT OUR COUNTERS AND WILL BE HONORED ON PRESENTATION IF ACCOMPANIED BY THE FOLLOWING DOCUMENTS:

- (1) A WRITTEN STATEMENT REFERENCING THE NUMBER OF THIS LETTER OF CREDIT AND PURPORTEDLY SIGNED BY AN AUTHORIZED REPRESENTATIVE OF BALTIMORE GAS AND ELECTRIC COMPANY CERTIFYING THAT “THE AMOUNT FOR THIS DRAWING, USD (INSERT AMOUNT), REPRESENTS AN AMOUNT DUE BALTIMORE GAS AND ELECTRIC COMPANY AS A RESULT OF THE FAILURE OF [APPLICANT] TO COMPLY WITH THE BGE ELECTRICITY SUPPLIER COORDINATION TARIFF IN CONNECTION WITH BALTIMORE GAS AND ELECTRIC COMPANY’S DELIVERY OF COMPETITIVE POWER SUPPLY, WHICH AMOUNT IS DUE AND UNPAID.”
- (2) THIS ORIGINAL LETTER OF CREDIT AND ANY AMENDMENT(S).

THE DOCUMENTS MUST BE PRESENTED ON OR BEFORE THE EXPIRY DATE OF THIS INSTRUMENT IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT. WE WILL PAY ANY AMOUNTS OWED TO YOU HEREUNDER WITHIN 5 BUSINESS DAYS OF RECEIPT OF THE DOCUMENTS REQUIRED HEREUNDER. BENEFICIARY MAY TRANSFER THIS LETTER OF CREDIT OR THE RIGHT TO PAYMENT HEREUNDER AT ANY TIME.

IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT WILL BE AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR PERIODS OF ONE YEAR FROM THE EXPIRY DATE HEREOF, OR ANY FUTURE EXPIRY DATE, UNLESS AT LEAST 90 DAYS PRIOR TO ANY EXPIRY DATE WE NOTIFY YOU AT THE ABOVE ADDRESS BY REGISTERED MAIL OR HAND DELIVERED COURIER THAT WE INTEND NOT TO EXTEND THIS LETTER OF CREDIT. UPON YOUR RECEIPT OF OUR NOTICE NOT TO RENEW THIS LETTER OF CREDIT, YOU MAY DRAW HEREUNDER ANY AMOUNTS REMAINING TO BE DRAWN, WHETHER OR NOT SUCH AMOUNTS ARE CURRENTLY

CONTINUED ON SECOND PAGE WHICH FORMS AN INTEGRAL PART OF THIS
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DUE AND UNPAID, BY PRESENTING TO US A DRAFT BEARING THE CLAUSE “DRAWN UNDER LETTER OF CREDIT NO. _____” IF PRESENTED TO OUR OFFICE ON OR BEFORE THE THEN CURRENT EXPIRATION DATE.

ALL COMMISSIONS AND OTHER BANKING CHARGES WILL BE BORNE BY THE APPLICANT AND WILL BE COLLECTED DIRECTLY FROM THE APPLICANT, NOT SUBTRACTED FROM AMOUNTS TO BE PAID TO THE BENEFICIARY. APPLICANT'S FILING OF A BANKRUPTCY, RECEIVERSHIP OR OTHER DEBTOR-RELIEF PETITION, AND/OR DISCHARGE THEREUNDER, SHALL IN NO WAY AFFECT THE LIABILITY OF [BANK] UNDER THIS LETTER OF CREDIT.

EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, THIS LETTER OF CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS, (2007 REVISION) (UCP 600) OF THE INTERNATIONAL CHAMBER OF COMMERCE. AS TO MATTERS NOT GOVERNED BY UCP 600, THIS LETTER OF CREDIT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. THIS LETTER OF CREDIT MAY NOT BE AMENDED, CHANGED OR MODIFIED WITHOUT THE EXPRESS WRITTEN CONSENT OF THE BENEFICIARY AND THE ISSUER.

A FAILURE TO MAKE ANY PARTIAL DRAWINGS AT ANY TIME SHALL NOT IMPAIR OR REDUCE THE AVAILABILITY OF THIS LETTER OF CREDIT IN ANY SUBSEQUENT PERIOD OR OUR OBLIGATION TO HONOR YOUR SUBSEQUENT DEMANDS FOR PAYMENT MADE IN ACCORDANCE WITH THE TERMS OF THIS LETTER OF CREDIT.

AUTHORIZED SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

COMPANY NAME: _____

PLEASE DIRECT ANY WRITTEN CORRESPONDENCE, INCLUDING DRAWING OR INQUIRIES TO:

[BANK NAME, ADDRESS AND PHONE NUMBER]