

**BALTIMORE GAS AND ELECTRIC COMPANY**  
**ELECTRICITY SUPPLIER COORDINATION AGREEMENT**

1.0 This Supplier Coordination Agreement ("Agreement"), dated as of \_\_\_\_\_, is entered into, by and between Baltimore Gas and Electric Company (the "Company" or "BGE") and \_\_\_\_\_ (Electricity Supplier). Together, BGE and Electricity Supplier are referenced as "Parties."

2.0 The Company agrees to supply, and the Electricity Supplier ("Supplier") hereby requests and agrees to take applicable Coordination Services pursuant to the Company's Electricity Supplier Coordination Tariff ("Tariff") as it may change from time to time. Both Parties agree that such services are necessary to coordinate the delivery of Competitive Power Supply to customers located within the Company's Service Territory.

3.0 Representations and Warrantees.

(a) The Electricity Supplier hereby represents, warrants and covenants as follows:

(i) The Electricity Supplier is a [corporation/partnership/ \_\_\_\_\_] duly organized and validly existing under the laws of the State of \_\_\_\_\_, is duly registered and authorized to do business and is in good standing in the State of Maryland; and

(ii) The Electricity Supplier is a member of PJM, is a signatory to all applicable PJM Agreements, and is in compliance, and will continue to comply either directly or through its Scheduling Coordinator, with all obligations, rules and regulations, as established and interpreted by the PJM OI, that are applicable to electric companies as defined by the PJM agreements; and

(iii) The Electricity Supplier is licensed by the Maryland Public Service Commission ("Commission") to provide Competitive Power Supply to Customers in Maryland and has and will continue to satisfy all other Commission requirements, as they may change from time to time, applicable to Electricity Suppliers; and

(iv) The Electricity Supplier is in compliance with the Maryland Electric Customer Choice and Competition Act of 1999, including, but not limited, to Section 7-511C regarding licensing by local jurisdictions; and

(v) The Electricity Supplier's performance of its obligations hereunder has been duly authorized by all necessary action on the part of the Electricity Supplier and does not and will not conflict with or result in a breach of the Electricity Supplier's charter documents or bylaws or any indenture, mortgage, other agreement or instrument, or any statute or rule, regulation, order, judgment, or decree of any judicial or administrative body to which the Electricity Supplier is a party or by which the Electricity Supplier or any of its properties is bound or subject;

(vi) There are no actions at law, suits in equity, proceedings or claims pending or, to the Electricity Supplier's knowledge, threatened against the Electricity Supplier before any federal, state, foreign or local court, tribunal or government agency or authority that might materially delay, prevent or hinder the Electricity Supplier's performance of its obligations hereunder; and

(b) The Electricity Supplier shall provide notice to the Company via facsimile, with the original delivered via overnight mail, next business day delivery, at such time as the Electricity Supplier is not in compliance with any of the representations, warranties, or covenants in Paragraph 3(a) of this Agreement.

4.0 Supplier and the Company will comply with the information and data transfer protocols that may be adopted by the Commission and set forth in the Electronic Data Interchange standards.

5.0 This Agreement is a valid and binding obligation of the Company and the Electricity Supplier, enforceable in accordance with its terms, as those terms or BGE's Tariff may be changed by approval of the Commission from time to time.

6.0 As consideration for Coordination Services provided by the Company, the Electricity Supplier shall pay the Company for those Coordination Services Charges billed to the Electricity Supplier in accordance with the terms and conditions of the invoice or bill and the Company's Electricity Supplier Coordination Tariff.

7.0 Coordination Services between the Company and the Electricity Supplier will commence pursuant to Section 4.2 of the Company's Electricity Supplier Coordination Tariff.

## 8.0 Indemnification.

8.1 Notwithstanding any provision to the contrary, the Company shall have the same duties and limitations on liability for distribution service to the Electricity Supplier and its Customers as to those customers receiving electric supply service from the Company in accordance with the Company's Retail Electric Service Tariff, as it may change from time to time.

8.2 Each party ("indemnifying party") indemnifies and holds harmless the other party ("indemnified party") from and against any and all claims and/or liabilities, expenses and costs, including reasonable attorneys' fees, that were caused by an act or omission of the indemnifying party, that relate to the performance of its obligations under this Agreement and that are subject to the provisions of the Company's approved tariffs and the rules and regulations promulgated by the Maryland Public Service Commission, except to the extent that such losses, expenses or damages were caused wholly or in part by any negligent or willful act or omission of the indemnified party.

8.3 The obligation of either Party to indemnify, and hold harmless the other Party under this Article shall survive termination or expiration of this Agreement.

9.0 Assignment. The Supplier Coordination Agreement hereunder may not be assigned by the Electricity Supplier without first obtaining (a) any and all necessary regulatory approvals and (b) the consent of the Company, which consent shall not be unreasonably withheld. Any assignment occurring in accordance with this provision shall be binding upon and inure to the benefit of, the successors and assigns of the parties to this Agreement.

10.0 Governing Law. The interpretation, and performance of this Agreement shall be in accordance with and controlled by BGE's Tariff as changes in the Tariff are approved by the Commission from time to time, and by the laws of the State of Maryland without recourse to principles governing conflicts of law.

11.0 Third Party Beneficiaries. The Supplier Coordination Agreement is intended solely for the benefit of the Parties hereto. Nothing in the Supplier Coordination Agreement shall be construed to create any duty, or standard of care with reference to, or any liability to, any person not a Party to the Supplier Coordination Agreement.

12.0 General Miscellaneous Provisions.

12.1 The Supplier Coordination Agreement shall not be interpreted or construed to create an association, joint venture, or partnership between the Parties, or to impose any partnership obligation or liability upon either Party. Neither Party shall have any right, power, or authority to enter into any agreement or undertaking for, or on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

12.2 Termination of this Agreement for any reason shall not relieve the Company or the Electricity Supplier of any obligation accrued or accruing prior to such termination including, but not limited to, obligations to make payments, warranties, remedies, promises of indemnity and confidentiality.

12.3 Should any provision of the Tariff or the Supplier Coordination Agreement be held invalid or unenforceable, such provision shall be invalid or unenforceable only to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable any other provision hereof unless it materially changes the Agreement of the Parties.

12.4 This Supplier Coordination Agreement, together with the Company's Tariff as it may be changed from time to time, is intended by the Parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are hereby superceded, abrogated or withdrawn.

13.0 Rights Upon Default. Notwithstanding anything stated herein, upon the occurrence of Default by the Electricity Supplier, the Company may draw upon the Electricity Supplier's Credit Resources to pay Company incurred costs related to, but not limited to, any of the following.

- (a) Special mailings by the Company to the Supplier's Customers to inform them of the discontinuance of service and their options;
- (b) Non-standard/manual bill calculation and production performed by the Company;
- (c) Company performance of any of the Supplier's data transfer responsibilities;
- (d) Charges or penalties imposed on the Company by third parties resulting from the Supplier's non-performance;
- (e) Unplanned replacement capacity and/or energy obligations; and
- (f) Other expenses associated with such failure.

Upon the occurrence of any Default, the party not in Default shall be entitled to file a complaint with the Commission to require the party in Default to remedy such Default and specifically perform its duties and obligations hereunder in accordance with the terms and conditions hereof.

14.0 Any notice or request made to or by either Party regarding this Agreement shall be made to the representative of the other Party as indicated below. (Please print)

To the Company	<b>Baltimore Gas &amp; Electric Co.</b>
(Address)	<b>2 Center Plaza, 110 West Fayette St.</b>
(City, State & Zip Code)	<b>Baltimore, Maryland 21201</b>
Title:	<b>Manager, Energy Services</b>
E-mail:	<b>electric.supplier.relations@bge.com</b>

To the Electricity Supplier: \_\_\_\_\_

(Address) \_\_\_\_\_

(City, State & Zip Code) \_\_\_\_\_

Attn: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-mail: \_\_\_\_\_

15.0 The Company's Tariff on file with the Commission and as that Tariff may be changed from time to time with the approval of the Commission is incorporated herein by reference and made a part hereof. By signing below, Electricity Supplier acknowledges that it has read and understands the Tariff and will strictly comply with the terms and conditions contained in the Tariff.

All capitalized terms used in this Agreement that are not otherwise defined shall have the meaning provided in the Company's Tariff.

**IN WITNESS WHEREOF**, and intending to be legally bound thereby, BGE and the Electricity Supplier identified above have caused this Coordination Agreement to be executed by their respective authorized officials.

**BALTIMORE GAS and ELECTRIC COMPANY**

**[ELECTRICITY SUPPLIER]**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: Kevin L. Campbell

Print Name: \_\_\_\_\_

Title: Mgr Energy Acquisition Ops (Electric)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_