

APPENDIX E TO BGS-RSCP SUPPLIER MASTER AGREEMENT,
DATED _____, 20____,
BY AND BETWEEN _____

SUPPLEMENT

This Supplement to the BGS-RSCP Supplier Master Agreement (“SMA”) entered into as of February __, 20__, by and between _____ (the “Company”) and _____ (the “BGS-RSCP Supplier”) (together, the “Parties”) is effective as of the Effective Date of the SMA. Except as specifically modified in and by this Supplement, all terms and conditions of the SMA shall remain in full force and effect and shall apply to this Supplement. For purposes of this Supplement: (i) the “PJM RPM Zonal Net Load Price” is the price charged by PJM to LSEs for capacity in the Company’s PJM zone under the Reliability Pricing Model (“RPM”) or its successor; and (ii) the “Capacity Proxy Price” for the Company is \$ _____/MW-day.

For and in consideration of the promises and mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 9.1 (a) of the SMA is replaced with the following:

Each Billing Month, the Company will prepare a Statement of amounts due to the BGS-RSCP Supplier. A line item on this Statement will show amounts due equal to the Auction Price multiplied by the applicable Seasonal Billing Factor multiplied by PMEA for the Billing Month in question. For each Billing Month of Energy Year 2023, an additional line item will show the difference between the PJM RPM Zonal Net Load Price actually charged for load served on the day for the Company’s PJM zone and the Capacity Proxy Price multiplied by the BGS-RSCP Supplier Responsibility Share of the BGS-RSCP Capacity obligation (expressed in MW) for each day of the Billing Month in question.

Section 9.1 (d) of the SMA is replaced with the following:

In the event that the Company’s minimum senior unsecured debt rating (or, if unavailable, corporate issuer rating discounted one notch) falls below the Required Rating, and until the Company’s minimum senior unsecured debt rating (or, if unavailable, corporate issuer rating discounted one notch) becomes equal or higher than the Required Rating, (i) the Company shall make an initial payment on the first business day after the 5th day of the calendar month for approximately 50% of the amount due to the BGS-RSCP Supplier for the previous calendar month (the “Initial Payment”), and (ii) the Company shall make a second payment on the first business day after the 19th day of the calendar month for any remaining amounts associated with the previous calendar month, which will include the difference

between the Initial Payment and any amounts due equal to the Auction Price multiplied by the applicable Seasonal Billing Factor multiplied by PMEA for the Billing Month in question and, for any Billing Month of Energy Year 2023, will also include the difference between the PJM RPM Zonal Net Load Price actually charged for load served on the day for the Company's PJM zone and the Capacity Proxy Price multiplied by the BGS-RSCP Supplier Responsibility Share of the BGS-RSCP Capacity obligation (expressed in MW) for each day of the Billing Month in question.

Section 9.1 (k) is added:

To the extent that the FMEA differs from the PMEA, the Company will pay or charge the BGS-RSCP Supplier for the PMEA/FMEA Adjustment Amount within the PJM deadline for conducting the final settlement. For any Billing Month in Energy Year 2023, to the extent that the daily Capacity Obligation used in the calculations detailed in Section 9.1(a) and 9.1(d) are adjusted after the PJM deadline for conducting final settlement, the Company will pay or charge the BGS-RSCP Supplier any net difference between the payments calculated and made within the PJM deadline for conducting final settlement, and the payments calculated using the adjusted values.

Section 9.1 (l) is added:

Additionally, for Energy Year 2023, if PJM assesses any charge on LSEs for the purchase of capacity in connection with implementation of changes to the PJM capacity market, other than the PJM RPM Zonal Net Load Price, the cost of any such additional charge attributable to the BGS-RSCP load actually served by the BGS-RSCP Supplier will be calculated by the EDC and paid to the BGS-RSCP Supplier using such methodology as will be submitted by the EDCs in a compliance filing after a final FERC decision is made in regards to such additional charge and the EDCs' compliance filing is accepted by the Board.

Company

BGS-RSCP Supplier

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____