

**UFE AMENDMENT TO  
2021 BGS-RSCP SUPPLIER MASTER AGREEMENT**

This amendment (“UFE Amendment”) to the BGS-RSCP Supplier Master Agreement (as defined below) is by and between \_\_\_\_\_ (the “Company” or “EDC”) and \_\_\_\_\_ (the “BGS-RSCP Supplier”) (together, the “Parties”). This UFE Amendment is in full force and effect as of the “Start Date” as this term is defined in Section 5.

**Recitals**

- A. The Parties entered into that certain supplier master agreement (“SMA”) dated \_\_\_\_\_ **[insert date]**.
- B. By order dated \_\_\_\_\_ **[insert date]** (the “BGS Order”),<sup>1</sup> the New Jersey Board of Public Utilities (“Board” or “BPU”) approved the transfer of responsibility for unaccounted for energy (for the Final Monthly Energy Allocation (“FMEA”)), meter corrections, and inadvertent energy from BGS Suppliers to the New Jersey electric distribution companies (“EDCs”) in the 2022 BGS Auction.
- C. The BGS Order also approved the transfer of responsibility for unaccounted for energy (for the FMEA), meter corrections, and inadvertent energy from BGS-RSCP Suppliers to the EDCs in existing Agreements for auction years 2020 and 2021 by means of an amendment that each BGS-RSCP Supplier could execute at its option.
- D. The BGS Order also approved the EDCs’ proposal that the transfer of responsibility for unaccounted for energy (for the FMEA), meter corrections, and inadvertent energy to the EDCs from BGS Suppliers in the 2022 BGS Auction, as well as from BGS-RSCP Suppliers in existing Agreements for auction years 2020 and 2021, only occur if all BGS-RSCP Suppliers in existing BGS-RSCP supplier master agreements for auction years 2020 and 2021 accept and execute the UFE Amendment on or before December 31, 2021.
- E. This UFE Amendment sets out the terms to be amended in the 2021 BGS-RSCP Supplier Master Agreement to effect the transfer of responsibility for unaccounted for energy (for the FMEA), meter corrections, and inadvertent energy from the BGS-RSCP Supplier to the Company as contemplated by Recital Paragraphs C and D consistent with the BGS Order.

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<sup>1</sup> *I/M/O The Provision of Basic Generation Service (BGS) For The Period Beginning June 1, 2022*, BPU Docket No. ER21030631, Decision and Order dated \_\_\_\_\_ **[insert date]**.

## Agreement

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:

1. Amendment to Defined Terms. Article 1 of the BGS-RSCP Supplier Master Agreement is hereby amended as follows:

The definition of “BGS-CIEP Supply” is deleted in its entirety and is replaced with the following:

***BGS-CIEP Supply – unbundled Energy, Capacity, Ancillary Services and any transmission service or other charges not expressly assumed by the Company pursuant to Section 2.2, including all losses and/or congestion costs associated with the provision of such services, and such other services or products that a BGS-CIEP Supplier may be required, by PJM or other governmental body having jurisdiction, to provide in order to meet the BGS-CIEP Supplier Responsibility Share under the BGS-CIEP Supplier Master Agreement.***

The definition of “BGS-RSCP Supply” is deleted in its entirety and is replaced with the following:

***BGS-RSCP Supply – unbundled Energy, Capacity, Ancillary Services and any transmission service or other charges not expressly assumed by the Company pursuant to Section 2.2, including all losses and/or congestion costs associated with the provision of such services, and such other services or products that a BGS-RSCP Supplier may be required, by PJM or other governmental body having jurisdiction, to provide in order to meet the BGS-RSCP Supplier Responsibility Share under this Agreement.***

2. Amendment to General Terms and Conditions. Article 2 of the BGS-RSCP Supplier Master Agreement is hereby amended as follows:

Section 2.2(b)(iv) is deleted in its entirety and replaced with the following:

***(iv) to be financially responsible for Firm Transmission Service obligations, meter corrections, and inadvertent energy, pursuant to the PJM Agreements. Pursuant to the PJM tariff, the Company will be responsible for, or will receive, as applicable: (i) charges assessed under Network Integration Transmission Service; (ii) charges and credits under Transmission Enhancement Charges; (iii) charges and refunds under Generation Deactivation; (iv) credits under Non-Firm Point-to-Point***

*Transmission Service; and (v) credits or charges associated with meter corrections, and inadvertent energy. Additionally, the Company will also be responsible for or will receive (as applicable) credits or charges associated with unaccounted for energy (for the FMEA). PJM billing statement line items for which the Company is responsible are set forth in Table G-1 of Appendix G and a full list of PJM billing statement line items are set forth in Table G-2 of Appendix G. The Company shall have such responsibility regarding such services as they may be modified or superseded from time to time. Each BGS-RSCP Supplier shall be responsible for all other costs and expenses related to transmission and Ancillary Services in connection with the provision of BGS-RSCP Supply in proportion to its BGS-RSCP Supplier Responsibility Share;*

3. Amendment to The Energy Settlement/Reconciliation Process. Article 8 of the BGS-RSCP Supplier Master Agreement is hereby amended as follows:

Section 8.1 of the Agreement is deleted in its entirety and replaced with the following:

*The settlement process occurs at PJM to reflect the BGS-RSCP Supplier's actual Energy obligations in a supply/usage reconciliation process. The Energy obligations for each BGS-RSCP Supplier will be determined based on the BGS-RSCP Supplier Responsibility Share of the BGS-RSCP Load. The reconciled total BGS-RSCP Energy obligation will be based on the final total Energy loads for the Customers receiving BGS-RSCP service, including tariff losses but excluding unaccounted for energy.*

*Any adjustments for billing and metering errors reported subsequent to the calculation of FMEA will be proportionally allocated by the Company to the BGS-RSCP Suppliers.*

4. Amendment to Appendix G to BGS-RSCP Supplier Master Agreement. Appendix G of the BGS-RSCP Supplier Master Agreement is hereby amended as follows:

Table G-1 – PJM Billing Statement Line Items Transferred to the Company of the Agreement is deleted in its entirety and replaced with the following:

**Table G-1 – PJM Billing Statement Line Items Transferred to the Company**

| <b>ID #</b> | <b>Billing Line Item</b>                           |
|-------------|--|
| 1100        | Network Integration Transmission Service           |
| 1108        | Transmission Enhancement                           |
| 1115        | Transmission Enhancement Settlement (EL05-121-009) |
| 1230        | Inadvertent Interchange                            |
| 1250        | Meter Error Correction                             |
| 1930        | Generation Deactivation                            |
| 1932        | Generation Deactivation Refund                     |
| 2108        | Transmission Enhancement                           |
| 2140        | Non-Firm Point-to-Point Transmission Service       |

5. Start Date.<sup>2</sup>

The Start Date for this UFE Amendment shall be June 1, 2022 provided that the following have occurred:

- a. On or before December 31, 2021, the BGS-RSCP Supplier has executed and accepted this UFE Amendment and has delivered it to the Company; and
- b. On or before December 31, 2021, all other BGS-RSCP Suppliers in existing Agreements for auction years 2020 and 2021 have executed and accepted the UFE Amendment.

The Company shall provide formal notice to the BGS-RSCP Supplier that either: (i) all BGS-RSCP Suppliers in existing Agreements for auction years 2020 and 2021 have executed and accepted the UFE Amendment on or before December 31, 2021, such that the UFE Amendment will go into effect June 1, 2022; or (ii) as all BGS-RSCP Suppliers in existing Agreements for auction years 2020 and 2021 did not execute and accept the UFE Amendment on or before December 31, 2021, the UFE Amendment will not go into effect June 1, 2022 and thus, will be null and void. Such notification is expected to be provided on or prior to January 20, 2022.

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<sup>2</sup> Note: The BGS-RSCP Supplier can accept this UFE Amendment at its option. This footnote is for informational purposes only and will be deleted prior to the execution of this UFE Amendment. This UFE Amendment will be delivered (partially executed by the Company) to the BGS-RSCP Supplier.

Should the Company notify the BGS-RSCP Supplier that the UFE Amendment will go into effect June 1, 2022, the following events must occur by May 16, 2022:

- The Company and the BGS-RSCP Supplier will establish any new PJM E-Account as may be necessary for such BGS-RSCP Supplier to provide BGS-RSCP Supply under the Agreement. The PJM E-Account used for the Agreement after the Start Date: (i) must be used exclusively for BGS Supply provided to the Company; and (ii) is subject to any additional specifications made by the Company in its sole discretion and communicated to the BGS-RSCP Supplier.
- The Company will request that PJM transfer the PJM Billing Line items listed in Table 1 of Attachment 2 (the “Applicable PJM BLIs”) and has informed the BGS-RSCP Supplier that this request has been made.
- The BGS-RSCP Supplier has approved the transfer of the Applicable PJM BLIs.

6. Miscellaneous.

- a. Except as specifically modified in this UFE Amendment, the provisions of the BGS-RSCP Supplier Master Agreement shall remain in full force and effect, and such provisions are hereby ratified and confirmed. If there is a conflict between the terms of this UFE Amendment and those of the BGS-RSCP Supplier Master Agreement, the terms of this UFE Amendment shall control.
- b. All references to the BGS-RSCP Supplier Master Agreement shall refer to the BGS-RSCP Supplier Master Agreement as amended by this UFE Amendment.
- c. This UFE Amendment shall be governed by and construed under the laws of the State of New Jersey.
- d. All capitalized but undefined terms used in this UFE Amendment shall have the meaning set forth in the BGS-RSCP Supplier Master Agreement unless the context clearly indicates otherwise.
- e. This UFE Amendment may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.
- f. This UFE Amendment shall be binding upon and inure to the benefit of the parties and their respective heirs, administrators, personal representatives, successors and permissible assigns.
- g. All captions and paragraph headings are used for convenience only and shall not be construed as confining or limited in any way the scope or intent of the provisions of this Amendment.

- h. Execution of this UFE Amendment is not intended to and shall not constitute a waiver by the Company of any Event of Default by the BGS-RSCP Supplier.
- i. The Parties intend this UFE Amendment to implement the BGS Order. Any ambiguity in this UFE Amendment shall be resolved accordingly.

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SIGNATURES APPEAR ON SUCCEEDING PAGES]

**IN WITNESS WHEREOF**, the Parties hereto have caused this UFE Amendment to be executed by their duly authorized representatives as of the date first set forth above.

ATTEST:

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

[SUPPLIER SIGNATURES APPEAR ON SUCCEEDING PAGES]

SUPPLIER SIGNATURE PAGE TO UFE AMENDMENT

BGS-RSCP Supplier:

\_\_\_\_\_

Effective Date of BGS-RSCP Supplier Master Agreement amended by this UFE Amendment:

\_\_\_\_\_

ATTEST:

\_\_\_\_\_

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