

1.0 This Electricity Supplier Coordination Agreement ("Agreement"), dated as of _____ is entered into, by and between Choptank Electric Cooperative, Inc. ("Cooperative") and _____ (Electricity Supplier).

2.0 The Cooperative agrees to supply, and the Electricity Supplier hereby requests and agrees to take all "Coordination Services" pursuant to the Cooperative Electricity Supplier Coordination Tariff ("Tariff"). Both Parties agree that such services are necessary to coordinate the delivery of Competitive Power Supply to Customers located within the Cooperative's service territory.

3.0 REPRESENTATIONS AND WARRANTIES

(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;
- (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(s), with all obligations, rules and regulations, as established and interpreted by the PJM OI, that are applicable to Electricity Companies as defined by the PJM Agreements;
- (iii) The Electricity Supplier is licensed by the Maryland Public Service Commission ("PSC") to provide Competitive Energy Supply to Customers in Maryland and has and will continue to satisfy all other Maryland PSC requirements, as they may change from time to time, applicable to Electricity Supplier;
- (iv) The Electricity Supplier is in compliance with the Maryland Electric Customer Choice and Competition Act of 1999, including, but not limited, to Section 7-511(c) regarding licensing by local jurisdictions;
- (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 Supplier's performance of its obligations hereunder; and

(b) The Electricity Supplier shall provide notice to the Cooperative 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 Electricity Supplier and the Cooperative will comply with any and all information and data transfer protocols that may be adopted by the Maryland Public Service Commission and set forth in the Electronic Data Exchange Standards for Electric Deregulation in the State of Maryland.

5.0 This Agreement is a valid and binding obligation of the Cooperative and the Electricity Supplier, enforceable in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency or similar laws from time to time in effect that affect creditors' rights generally.

6.0 As consideration for Coordination Services provided by the Cooperative, the Electricity Supplier shall pay the Cooperative those Coordination Services Charges billed to the Electricity Supplier in accordance with the terms and conditions of the Cooperative Electricity Supplier Coordination Tariff.

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

8.0 INDEMNIFICATION

8.1 Notwithstanding any provision to the contrary, the Cooperative 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 Cooperative in accordance with the Cooperative'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 Cooperative'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 Electricity Supplier Coordination Agreement hereunder may not be assigned by either the Cooperative or the Electricity Supplier without first obtaining (a) any and all necessary regulatory approvals and (b) the consent of the other party, which consent shall not be unreasonably withheld. Any assignment occurring in accordance with this provision shall be binding upon, and oblige and inure to the benefit of, the successors and assigns of the parties to the Agreement.

10.0 GOVERNING LAW. To the extent not subject to the exclusive jurisdiction of Federal Energy Regulatory Commission ("FERC"), the formation, validity, interpretation, execution, amendment and termination of this Electricity Supplier Coordination Agreement shall be governed by the laws of the State of Maryland without recourse to principles governing conflicts of law.

11.0 THIRD PARTY BENEFICIARIES. The Electricity Supplier Coordination Agreement is intended solely for the benefit of the Parties hereto. Nothing in the Electricity 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 Electricity Supplier Coordination Agreement.

12.0 GENERAL MISCELLANEOUS PROVISIONS

12.1 The Electricity 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 Cancellation, expiration or earlier termination of the Electricity Supplier Coordination Agreement shall not relieve the parties of obligations that by their nature survive such cancellation, expiration or termination, including without limitation warranties, remedies, promises of indemnity and confidentiality.

12.3 Should any provision of this Tariff or the Electricity 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 Electricity Supplier Coordination Agreement, 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 abrogated and withdrawn.

13.0 RIGHTS UPON DEFAULT. Notwithstanding anything stated herein, upon the occurrence of a Default by the Electricity Supplier, the Cooperative may draw upon the Electricity Supplier's Credit Resources to pay Cooperative incurred costs related to, but not limited to, any of the following:

- (a) Special mailings by the Cooperative to the Electricity 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 Cooperative;
- (c) Cooperative performance of any of the Electricity Supplier's data transfer responsibilities;
- (d) Charges or penalties imposed on the Cooperative 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.

To the Cooperative:

Address: _____

Attn: _____

Title: _____

Telephone: _____

Facsimile: _____

Internet e-mail: _____

To the Electricity Supplier:

Name: _____

Address: _____

Attn: _____

Title: _____

Telephone: _____

Facsimile: _____

Internet e-mail: _____

15.0 The Cooperative Electricity Supplier Coordination Tariff, as may be changed from time to time, and the PJM Transmission Tariff (collectively "Tariffs") are incorporated herein by reference and made a part hereof. By signing below, Electricity Supplier acknowledges that it has read and understands the Tariffs and will strictly comply with the terms and conditions contained in the Tariffs. All terms used in this Agreement that are not otherwise defined shall have the meaning provided in the Electricity Supplier Coordination Tariff.

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

Choptank Electric Cooperative, Inc.

Electricity Supplier

By: _____

By: _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

- 1.0** This Scheduling Coordinator Designation Form, dated _____, is being submitted to Choptank Electric Cooperative, Inc. (“Cooperative”) by the following Electricity Supplier _____.
- 2.0** By submitting this form, the Electricity Supplier hereby notifies the Cooperative that it has appointed the following entity to act as its Scheduling Coordinator, effective the first day of _____, in accordance with Section 3.0 of the Cooperative Electricity Supplier Coordination Tariff (“Tariff”):

- 3.0** The Cooperative will utilize the assigned Scheduling Coordinator as the sole point of contact with the Electricity Supplier in connection with the Cooperative’s provision of Coordination Services to the Electricity Supplier for the Customer(s) assigned to that Scheduling Coordinator. Likewise, the Scheduling Coordinator appointed by the Electricity Supplier shall be responsible for the performance of all Coordination Obligations of the Electricity Supplier that are specifically delegated to the Scheduling Coordinator in this Form.
- 4.0** The Electricity Supplier agrees that the Cooperative will bill the Scheduling Coordinator directly for all Coordination Services Charges attributable to the Electricity Supplier and that the Scheduling Coordinator will pay the Cooperative such charges on behalf of the Electricity Supplier in accordance with the terms and conditions in the Cooperative Electricity Supplier Coordination Tariff.
- 5.0** The Electricity Supplier and its appointed Scheduling Coordinator shall comply with all terms and conditions of the Cooperative Electricity Supplier Coordination Tariff, including those pertaining to Scheduling Coordinators and to payment and billing.
- 6.0** All inquiries, communications or notices relating to the Electricity Supplier’ use of the Scheduling Coordinator designated above may be directed to the following representatives:

To the Electricity Supplier:

Name: _____

Address: _____

PJM Short Name: _____

DUNs Number plus 4: _____

Attn: _____

Title: _____

Telephone: _____

Facsimile: _____

Internet e-mail: _____

To the Scheduling Coordinator:

Name: _____

Address: _____

Attn: _____

Title: _____

Telephone: _____

Facsimile: _____

Internet e-mail: _____

7.0 The Cooperative Electricity Supplier Coordination Tariff is incorporated herein by reference and made a part hereof. All capitalized terms used, but not defined, in this designation form shall have the meaning stated in the Cooperative Electricity Supplier Coordination Tariff.

8.0 The Electricity Supplier has executed this designation form below by its duly authorized representative as follows:

Company Name: _____

Signature: _____

Name: _____

Title: _____

Date: _____

9.0 The Electricity Supplier has obtained the following Acknowledgment and Consent to this designation, which is executed below by the duly authorized representative of the Scheduling Coordinator:

Acknowledgment and Consent

Intending to be legally bound thereby, the duly authorized representative of above-designated Scheduling Coordinator has executed this document below to acknowledge and consent to its appointment as a Scheduling Coordinator, and to further state its agreement to abide by the terms and conditions of its designation set forth above in the Scheduling Coordinator Designation Form prepared by the Electricity Supplier, including the terms and conditions of the Cooperative Electricity Supplier Coordination Tariff which is incorporated therein by reference.

Company Name: _____

Signature: _____

Name: _____

Title: _____

Date: _____