

TO SUPPLY GAS UNDER SCHEDULE APPLICATION DSG

TO BALTIMORE GAS AND ELECTRIC COMPANY (BGE):

_____ (Supplier)

hereby applies to deliver natural gas to BGE at BGE's City Gates pursuant to the terms of BGE's RATE SCHEDULE DSG for subsequent redelivery to customers of BGE pursuant to the Delivery Service option under one of BGE's Rate Schedules.

In consideration of the opportunity to supply gas to customers on BGE's distribution system and, in order to induce BGE to accept Supplier as a provider of service under Schedule DSG, Supplier agrees, covenants, represents and warrants that:

- (1) Supplier shall be licensed by the Maryland Public Service Commission and shall supply BGE with proof of such license prior to providing service under Rate Schedule DSG. Supplier shall also be required to immediately notify BGE in writing of any changes in the status of such license, or any complaint brought against them before the PSC
- (2) Supplier shall deliver natural gas to BGE in accordance with RATE SCHEDULE DSG and the Terms and Conditions referred to therein and in accordance with any changes or modifications thereof as may be approved from time to time by the Public Service Commission of Maryland; and
- (3) Supplier shall include in all Supplier's contracts with all customers a provision stating that, in the event of a conflict between the contract and one of BGE's Rate Schedules, that the Rate Schedule(s) shall control; and
- (4) Supplier has, through separate application, satisfied a credit appraisal by BGE. If Supplier ceases to satisfy BGE's credit criteria during Supplier's term of service under Schedule DSG, Supplier will either obtain credit approval by BGE in accordance with the Credit Worthiness provision of RATE SCHEDULE DSG or tender a request to BGE to immediately withdraw as a provider of service under Schedule DSG; and
- (5) Supplier has a continuing obligation to notify BGE of any deterioration in its creditworthiness or of any assignment made for the benefit of its creditors, within the month in which the deterioration or assignment occurs. BGE has the right of set-off against any amounts owed or owing between BGE and Supplier for purchases for resale that BGE may make from Supplier unrelated to one of BGE's Rate Schedules. Supplier will also transmit to BGE, no later than 90 days after the end of each of its fiscal years, up-to-date financial statements and other up-dated financial information; and
- (6) Supplier shall nominate gas for its Daily Requirement Service customers using the Group Designation assigned by BGE. Supplier shall nominate gas for its Daily-Metered customers using the customers' identification numbers; and
- (7) Each day the Supplier must nominate delivery volumes via BGE's Electronic Bulletin Board (DSWeb). The Supplier must complete the nomination no later than 2:00 PM Eastern time the day before gas is scheduled to flow. The Supplier shall nominate all gas

scheduled to flow on weekends (Saturday, Sunday, Monday), no later than 2:00 PM of the immediately preceding Friday.

- (8) Supplier shall pay the Monthly Information Fee for access to BGE’s Electronic Bulletin Board (DSWeb).

Participation in the Delivery Service Program requires that certain classes of customers be responsible for the installation and maintenance of a telephone line to the meter. If the customer fails to comply with these requirements:

- 1. BGE is not responsible for passing consumption to the Supplier,
2. Supplier may be required to pay a surcharge, and
3. Supplier may be required to drop the customer

Daily-Metered customers may form a Group for balancing and potential cost saving purposes and may desire the Supplier act as the Administrator for the Group.

If the Supplier acts as the Administrator for the Group:

- 1. Supplier will perform all necessary balancing and administrative activities on behalf of the Group.
2. Supplier agrees to report to BGE any changes in the membership of the Group at least seven (7) business days prior to the first day of the delivery month.
3. Supplier agrees to pay to BGE the Imbalance Fees and/or pipeline penalties billed to the Group by BGE.
4. Supplier may pay to BGE the charges for the installation of the automatic meter reading (AMR) device(s) installed by BGE on gas meters of Daily-Metered customers.

This Application supersedes any previous Application.

SUPPLIER

(COMPANY) _____

(BY) _____

(TITLE) _____

(DATE) _____

BALTIMORE GAS AND ELECTRIC COMPANY

(BY) _____

(TITLE) _____

(DATE) _____

**APPLICATION TO SUPPLY GAS UNDER SCHEDULE DSG
CORRESPONDENCE SHEET**

Supplier Information:

Indicate type of customer(s) to be served:

Commercial_____ Residential_____ Daily-Metered_____

Contact BGE for group designation and/or identification numbers.

Indicate participation in Unified Gas Billing: Yes_____ No_____

Supplier's Address for Customer Contact

(This information will be posted to BGE's web site.)

Name:_____

Contact Name:_____

Address:_____

Telephone:_____

Fax:_____

Supplier's Address for Correspondence with BGE

Name:_____

Contact Name:_____

Address:_____

Telephone:_____

Fax:_____

Supplier's Billing Address

Name:_____

Contact Name:_____

Address:_____

Telephone:_____

Fax:_____

*** Supplier is to execute this Application and send it to:**

Ann P Cunningham

Gas Choice Programs Unit

Baltimore Gas & Electric Co.

Spring Gardens

1699 Leadenhall Street

Baltimore, MD 21230

410-291-4785 (Telephone) 410-291-4936 (Fax)

BGE's Delivery Service Correspondence Address for Suppliers

Edward J Turowski

Gas Choice Programs Unit

Baltimore Gas & Electric Co.

1699 Leadenhall Street

Baltimore, MD 21230

410-291-4642 (Telephone) 410-291-4936 (Fax) 410-291-4833 (Help Desk)