July 18, 2014

The Honorable Kimberly D. Bose
Secretary
Federal Energy Regulatory Commission
888 First Street, N.E.
Washington, D.C. 20426-0001

Re: PPL Electric Utilities Corporation; Notice of Assignment;
Docket No. ER14-2461-000; REQUEST FOR SHORTENED NOTICE AND
COMMENT PERIOD AND FOR COMMISSION ORDER BY JULY 31, 2014

Dear Secretary Bose:

Pursuant to Section 205 of the Federal Power Act ("FPA") and Part 35 of the
regulations of the Federal Energy Regulatory Commission ("Commission"), PPL
Electric Utilities Corporation ("PPL Electric"), hereby notifies the Commission of the
assignment of Constellation Power Source Generation’s interest in an existing
grandfathered, non-conforming transmission service agreement. The rates and terms
and conditions of the services provided by PPL Electric under the agreement are not
being modified. This filing is being made solely to reflect an assignment to which the
parties to the agreement have agreed.

3 Pursuant to Order No. 714, this filing is submitted by PJM Interconnection, L.L.C.
("PJM") on behalf of PPL Electric as part of an XML filing package that conforms with the
Commission’s regulations. PJM has agreed to make all filings on behalf of the PJM
Transmission Owners in order to retain administrative control over the PJM Tariff. PPL Electric
has requested PJM submit the Assignment and Assumption Agreement, in the eTariff system,
as part of PJM’s electronic Service Agreements Tariff.
4 The assignment of a transmission service agreement by one customer to another
customer does not require Commission approval. See New England Power Co., 83 FERC ¶ 61,326, 62,323-62,324 (1998) (transfer of only a customer’s transmission rights does not
require a Section 203 filing); see also Bos. Edison Co., 109 FERC ¶ 61,309 (2004) (the transfer
of a purchase right does not require Section 203 authorization); New England Power Co., 83
Background.

PPL Electric, Safe Harbor Water Power Corporation ("Safe Harbor") and Baltimore Gas and Electric Company entered into a Transmission Contract dated October 1, 1960, as amended by the Supplemental Agreement, dated March 13, 1989, ("Transmission Contract") pursuant to which PPL Electric agreed to transmit Baltimore Gas and Electric Company’s share of the output of the Safe Harbor Hydroelectric Station, which is owned and operated by Safe Harbor. The Transmission Contract is designated as PPL Electric Utilities Corporation, FERC Rate Schedule No. 23 and, as supplemented, was accepted for filing in Docket No. ER89-553-000. Subsequently, Constellation Power Source Generation, LLC ("CPSG") succeeded to the interest of its affiliate Baltimore Gas and Electric Company under the Transmission Contract.

Nature of the Filing.

On May 30, 2014, CPSG, Safe Harbor, and BIF II Safe Harbor Holdings LLC ("BIF II Safe Harbor") filed an application with the Commission pursuant to Section 203 of the FPA, requesting approval for CPSG to transfer its interests in Safe Harbor (50 percent of the issued and outstanding voting stock and 66.67 percent of the total authorized capital stock) to BIF II Safe Harbor. As part of that transaction, CPSG has agreed to assign to BIF II Safe Harbor its rights as a transmission customer under the Transmission Contract. Article 8 of the Transmission Contract permits a party to assign the agreement upon the written consent of the other parties, and PPL Electric and Safe Harbor have provided written consent to the assignment.

The form and procedure for this filing is identical to that utilized by FirstEnergy Service Company with respect to the assignment of a non-conforming transmission agreement filed in Docket No. ER13-1887-000. As with this assignment, that filing involved the assignment of rights under a transmission agreement from the seller of the related generation facility to a new generation owner. The Commission accepted that filing without modification by letter order dated August 7, 2013, and PPL Electric requests that the Commission follow this precedent and accept the notice of assignment of the Transmission Contract.

The assignment of the Transmission Contract does not change PPL Electric’s cost of service or terms and conditions of service; accordingly, PPL Electric requests a waiver from the requirements of 18 C.F.R. 35.13(a) and 18 C.F.R. 35.13(b)(7), relating to cost of service information. To the extent not already provided above, the information required by Section 35.13(b) of the Commission’s regulations is provided below:

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Contents of this Filing – Section 35.13(b)(1)

In addition to this cover letter, this filing includes the following materials in both PDF and RTF formats:

- i) Assignment and Assumption Agreement with an effective date unknown at this time;
- ii) grandfathered Transmission Contract effective October 1, 1960; and
- iii) grandfathered Supplemental Agreement effective June 1, 1987.

The Assignment and Assumption Agreement has a dual designation as PJM Service Agreement No. 3880 and PPL Electric Utilities Corporation, FERC Rate Schedule No. 23.

Please note that the grandfathered Transmission Contract and the grandfathered Supplemental Agreement are being filed for the first time in eTariff and the effective date in the metadata is shown as September 17, 2010, which is PJM’s eTariff Baseline Filing. The metadata for the Narrative field will show the true effective dates, which are identified in the documents being filed.

Request for Waivers and Proposed Effective Date – Section 35.13(b)(2)

The assignment is to take effect on the date on which CPSG transfers its interests in Safe Harbor to BIF II Safe Harbor. PPL Electric asks that the Commission accept this notice of assignment effective as of that date. Given that such date may be less than 60 days after the date of this filing, PPL Electric requests that the Commission grant waiver of its prior notice requirements to permit such an effective date.

PPL Electric is hereby filing the Transmission Contract and Supplemental Agreement for the first time in eTariff. There are no revisions to the agreements with the exception of the insertion of the designations and the cover pages. The effective date of the

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7 The Assignment and Assumption Agreement applies to “Assigned Contracts,” which term includes the Transmission Contract.

8 As this date is uncertain, PPL Electric is including a placeholder effective date of 12/31/9998 in the metadata of the submitted eTariff section title Assignment and Assumption Agreement. PPL Electric respectfully requests that the Commission in its order direct PPL Electric to submit a compliance filing to replace placeholder effective date with the actual effective date in which CPSG transfers its interests in Safe Harbor to BIF II Safe Harbor.

9 Approval of such a waiver would be consistent with the Commission’s treatment of FirstEnergy Service Company’s assignment in Docket No. ER13-1887-000 (accepting the agreement for filing with the requested effective date of the day before filing).
Transmission Contract is October 1, 1960, and the effective date of the Supplemental Agreement is June 1, 1987.\(^\text{10}\)

Moreover, so that the parties to the Safe Harbor transaction have confirmation of the Commission’s acceptance for filing of this notice of assignment prior to the date on which they will close that transaction, PPL Electric requests that the Commission issue its order on this filing by no later than July 31, 2014. Because this filing does not effect any substantive change to the Transmission Contract and given the parties’ current plan to complete the assignment expeditiously, PPL Electric respectfully requests that the Commission issue a notice for a shortened eleven-day comment period, with comments and protests due by July 28, 2014.

**Persons Receiving a Copy of This Filing – Section 35.13(b)(3)**

A copy of this filing has been provided to the following parties:

**CPSG:**

c/o Exelon Corporation  
10 S. Dearborn  
Chicago, IL  60603  
Attention: General Counsel  
Facsimile: (312) 394-8796

with a copy to:

Constellation Power Source Generation, LLC  
c/o Exelon Corporation  
750 E. Pratt Street  
18th Floor  
Baltimore, MD  21202  
Attention: John Paffenbarger

**BIF II Safe Harbor:**

c/o Brookfield Renewable Energy Group  
480 Blvd. de la Cité  
Gatineau, Quebec, J8T 8R3  
Attention: Shaun Logue  
Facsimile: (819) 561-7188

with a copy to:

\(^{10}\) *Pennsylvania Power & Light Co.*, Docket No. ER89-553-000 (Letter Order issued Aug. 21, 1989).
PPL Electric:

PPL Electric Utilities Corporation
Two North Ninth Street
Allentown, PA 18101
Attention: Thomas G. Douglass, Jr.

Safe Harbor:

Safe Harbor Water Power Corporation
1 Powerhouse Road
Conestoga, PA 17516-9651
Attention: Michael S. Connelly

Conclusion.

PPL Electric respectfully requests that the Commission accept this notice of assignment for filing, with an effective date of the date on which CPSG and BIF II Safe Harbor close the transaction that is the subject of the application filed in Docket No. EC14-98-000.

Please contact the undersigned if you have any questions concerning this filing.

Respectfully submitted,

/s/ Lisa H. Tucker

Lisa H. Tucker
ASSIGNMENT AND ASSUMPTION AGREEMENT

between

Constellation Power Source Generation, LLC

And

BIF II Safe Harbor Holdings LLC
ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Assignment”) is entered into as of [_____________], 2014, by and between Constellation Power Source Generation, LLC, a Maryland limited liability company (“Assignor”), and BIF II Safe Harbor Holdings LLC, a Delaware limited liability company (“Assignee”) (each, individually a “Party,” and collectively, the “Parties”). Capitalized terms used but not otherwise defined herein shall have the respective meanings set forth in that certain Purchase and Sale Agreement, dated as of May [__], 2014, by and between Assignor and Assignee (the “PSA”).

WHEREAS, Assignor and Assignee have entered into the PSA pursuant to which, among other things, at the Closing, Assignor will sell to Assignee, and Assignee will purchase from Assignor, the Safe Harbor Shares, for the consideration and on the terms set forth in the PSA; and

WHEREAS, in addition to the Safe Harbor Shares, Assignor will sell to Assignee, and Assignee will purchase from Assignor the Assigned Contracts for the consideration and on the terms set forth in the PSA.

NOW THEREFORE, for and in consideration of the payment by Assignee to Assignor pursuant to the PSA and in further consideration of the mutual promises and covenants set forth in the PSA, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties, intending to be legally bound, do hereby agree as follows:

1. Transfer to Assignee. Effective at the Closing, upon the terms and subject to the conditions set forth in this Assignment, Assignor does hereby sell, transfer, assign and convey to the Assignee the Assigned Contracts and all of the Assignor’s right, title and interest in, to and under the Assigned Contracts.

2. Acceptance of Assignment. Assignee, by execution hereof, accepts the transfer and assignment of the Assigned Contracts and all of the Assignor’s right, title and interest in, to and under the Assigned Contracts and assumes and agrees to perform all of the obligations of the Assigned Contracts.

3. Conflicting Terms. To the extent the terms of this Assignment and the PSA conflict, the terms of the PSA shall supersede the conflicting terms of this Assignment. Assignor make no representations or warranties with respect to the Assigned Contracts, except as expressly set forth, and subject to the limitations and qualifications, in the PSA. Without limiting the generality of the foregoing, this Assignment shall be subject to all of the limitations of Article VIII of the PSA. Assignee shall have no remedies for (and Assignor shall have no obligations with respect to) any inaccuracies in, or breaches or defaults of, this Assignment except as expressly set forth, and subject to the limitations and qualifications, in the PSA and Assignee agrees that it shall not, and shall not permit any of the other Buyer’s Indemnitees to, bring any Action hereunder and any such Action
may only be brought under and pursuant to the PSA.

4. **Miscellaneous.**

(a) **No Third-Party Beneficiaries.** This Assignment shall not confer any rights or remedies upon any Person other than the Parties and their respective successors and permitted assigns.

(b) **Entire Agreement, Binding Effect.** This Assignment (including the PSA and the documents referred to herein and therein) constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they related thereto. This Assignment shall be binding upon, inure for the benefit of and be enforceable by the Parties and their respective successors and assigns.

(c) **Counterparts.** This Assignment may be executed in one or more counterparts (including by facsimile, electronic mail, or similar electronic transmission device pursuant to which the signature of or on behalf of such Party can be seen), each of which shall be deemed an original but all of which together will constitute one and the same instrument.

(d) **Headings.** The section or paragraph headings contained in this Assignment are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Assignment.

(e) **Governing Law.** This Assignment shall be governed by and construed in accordance with the Laws of the State of New York, without giving effect to any conflict or choice of law provision that would result in the imposition of another state’s Law.

(f) **Notices.** All notice, demands or other communications given under this Assignment shall be given in accordance with the PSA.

[Signature Pages Follow]
IN WITNESS WHEREOF, the Parties hereto have executed this Assignment as of the date first above written.

CONSTELLATION POWER SOURCE GENERATION, LLC

By: 
Name: 
Title: 

SIGNATURE PAGE TO ASSIGNMENT AND ASSUMPTION AGREEMENT
IN WITNESS WHEREOF, the Parties hereto have executed this Assignment as of the date first above written.

BIF II Safe Harbor Holdings LLC

By: ________________________________
   Name:
   Title:
TRANSMISSION CONTRACT

between

PENNSYLVANIA POWER & LIGHT COMPANY

SAFE HARBOR WATER POWER CORPORATION

and

BALTIMORE GAS AND ELECTRIC COMPANY

Effective as of October 1, 1960

Superseding Transmission Contract

made as of May 18, 1955, and all

Amendments and Supplements thereto
## TRANSMISSION CONTRACT

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TRANSMISSION CONTRACT

AGREEMENT, made as of the 20th day of July, 1960, by and between
PENNSYLVANIA POWER & LIGHT COMPANY (hereinafter called Pennsylvania), a Pennsylvania corporation, party of the first part, SAFE HARBOR WATER POWER CORPORATION (hereinafter called Safe Harbor), a Pennsylvania corporation, party of the second part, and BALTIMORE GAS AND ELECTRIC COMPANY (herein-after called Baltimore Company), a Maryland corporation, party of the third part.

WHEREAS, Pennsylvania owns and operates certain transmission facilities that are available for the transmission of a portion of Safe Harbor’s output to Baltimore Company at various points on the Pennsylvania-Maryland State Line, and Baltimore Company and Safe Harbor desire Pennsylvania to transmit to such points the power and energy sold by Safe Harbor to Baltimore Company.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, that in consideration of the premises and of the mutual convenants and agreements herein contained, the parties hereto do each agree with the other as follows:

ARTICLE 1

Effective Date and Duration of Agreement

1.1 This contract shall become effective on October 1, 1960 and shall continue in effect so long as Baltimore Company purchases power and energy from Safe Harbor, except it shall continue in effect with respect to facilities described in Section 2.1 (c) and (d) and with respect to that payment provided for in Section 5.1 (b) only so long as Baltimore Company supplies 25 cycle power and energy to The Pennsylvania Railroad Company at Conowingo or Perryville, Maryland.
ARTICLE 2

Transmission Facilities

2.1 Pennsylvania has available and shall operate and maintain in good operating condition for the transmission of power and energy sold by Safe Harbor to Baltimore Company and for other purposes:

   (a) A 220 kv switching station adjacent to the Safe Harbor hydroelectric plant, commonly known as Manor 220 kv switching station, with connections therefrom to the Safe Harbor plant and to Pennsylvania’s transmission system;

   (b) Two single circuit, 220 kv transmission lines connecting Manor 220 kv switching station to similar transmission lines owned by Baltimore Company at the Pennsylvania-Maryland State Line;

   (c) A 25 cycle, single phase, step-up transformer and switching station, commonly known as Conestoga substation, adjacent to the Safe Harbor hydroelectric plant; and

   (d) A four circuit, single phase, 132 kv transmission line, commonly known as the Perryville line, connecting Conestoga substation with the similar transmission line of Baltimore Company at the Pennsylvania Maryland State Line.

2.2 Each of the parties hereto shall advise each of the other parties hereto before proceeding with any substantial changes, physical or otherwise, other than due to ordinary maintenance and replacements, that would affect the delivery of power and energy as provided for hereunder.

2.3 The parties hereto shall cooperate in scheduling the outages of their transmission facilities for inspection, maintenance, or other proper causes in such a manner as to permit the optimum utilization of Safe Harbor’s capacity and energy resources.
ARTICLE 3

Transmission of Power and Energy

3.1 Pennsylvania shall transmit all of the power and energy delivered by Safe Harbor to Pennsylvania for delivery to Baltimore Company or for Baltimore Company’s account. Pennsylvania shall deliver such power and energy (less transmission losses):

(a) As 60 cycle, 3 phase at a nominal potential of 220 kv to Baltimore Company’s 220 kv transmission facilities at the Pennsylvania-Maryland State Line;

(b) As 25 cycle, single phase at a nominal potential of 132 kv to Baltimore Company’s 132 kv transmission facilities at the Pennsylvania-Maryland State Line; and

(c) Of such character and at such other points as may be agreed upon from time to time.

3.2 Pennsylvania shall transmit over its facilities described in Section 2.1 such power and energy from sources other than Safe Harbor as may be delivered by Baltimore Company to the Pennsylvania-Maryland State Line ends of the three lines described in Section 2.1 (b) and (d), respectively, for delivery to Baltimore Company at either one or both of the other of these same points or to the Safe Harbor plant, provided such use shall not adversely affect the performance of the obligations of Pennsylvania under Section 3.1 hereof.

3.3 Safe Harbor shall, so far as possible within the limits of good operating practices, permit the flow of power and energy and reactive kilovolt-amperes through its facilities between any of the several connections with adjacent transmission facilities of Pennsylvania.
3.4 Pennsylvania shall have the right to use its facilities herein described for purposes other than those herein provided for so long as such use shall not adversely affect the performance of its obligations provided for in this Article. If and when any such use made by Pennsylvania of its facilities herein described other than for delivery of power and energy to or from Baltimore Company or for Baltimore Company’s account is substantial, an appropriate adjustment shall be made in the charges provided for in Section 5.1 hereof.

ARTICLE 4

Metering and Transmission Losses

4.1 Metering facilities for measurement of energy delivered to the facilities of Baltimore Company and of others for the account of Baltimore Company shall be as agreed upon by the parties hereto.

4.2 Procedure in respect to maintenance, testing, calibrating, correction, and registration records and precision tolerance of all metering equipment shall be in accordance with good practice and as may be agreed upon between the parties hereto from time to time.

4.3 Baltimore Company shall assume the actual losses for 60 cycle energy delivered by Pennsylvania hereunder applicable to transmission in the State of Pennsylvania between Safe Harbor and the Pennsylvania-Maryland State Line excluding step-up transformer losses at Safe Harbor. Baltimore Company shall also assume the actual losses for 25 cycle energy delivered by Pennsylvania hereunder applicable to
transmission in the State of Pennsylvania via circuits designated as P7 and P8 between Conestoga substation and the Pennsylvania-Maryland State Line, including step-up transformer losses at Conestoga substation.

**ARTICLE 5**

**Transmission Charges and Payment**

5.1 Baltimore Company shall pay Pennsylvania:

(a) For the delivery of power and energy as specified in Sections 3.1 (a) and 3.2 hereof, as related to the facilities described in Sections 2.1 (a) and (b), $13,200 per month and

(b) For the delivery of power and energy as specified in Sections 3.1 (b) and 3.2 hereof, as related to the facilities described in Sections 2.1 (c) and (d), $8,400 per month.

5.2 A monthly bill for the charges specified in Section 5.1 hereof for the delivery of power and energy shall be rendered to Baltimore Company by Pennsylvania on or about the twenty-fifth day of the calendar month for which the bill is rendered, and Baltimore Company shall pay to Pennsylvania the amount so billed within twenty (20) days of receipt thereof.

**ARTICLE 6**

**Causes Beyond Control**

6.1 Whenever Pennsylvania is prevented from delivering or Baltimore Company is prevented from receiving power and energy as herein provided for by reason of war, rebellion, civil disturbances, strike, serious epidemic, flood, ice, fire, explosion, breakdown, storm,
lightning, catastrophe, requirement or restriction of governmental authorities, or any other causes beyond the control of the parties hereto, whether in respect of their respective facilities or the facilities of others, the obligation of Pennsylvania to deliver power and energy hereunder or Baltimore Company’s obligation to receive the same will cease to the extent that delivery is so prevented, until such time as such delivery can be resumed. Pennsylvania and Baltimore shall be prompt and diligent in the restoring of their respective facilities to service for such delivery.

6.2 Whenever transmission of power and energy by Pennsylvania to the facilities of Baltimore Company at the Pennsylvania-Maryland State Line by one or more of the transmission lines described in Section 2.1 (b) or 2.1 (d) is prevented for a continuous period exceeding forty-eight (48) hours in length by reason of any of the causes described in Section 6.1 relating to its facilities, a reasonable abatement of the charges provided for in Section 5.1 shall be made.

ARTICLE 7

Waiver of Rights

7.1 The failure of any party hereto to enforce from time to time a strict performance of any of the covenants and agreements herein contained, or the waiver from time to time of default on the part of any party hereto, shall not be construed as a waiver of any continued, continuing, or subsequent default, or defaults, nor impair the rights of the other parties hereto subsequently to require the strict performance of each and every covenant, agreement and understanding herein contained.
ARTICLE 8

Assignment

8.1 No party hereto shall, without the written consent of the others, assign or otherwise transfer this agreement but this agreement shall be binding upon and shall inure to the benefit of any successor corporation or corporations with, or into which, any of the parties hereto may hereafter become consolidated or merged, and to any successor corporation; or corporations to any of the parties hereto or to any corporation or corporations with, or into which, any of the parties hereto may have been consolidated or merged, created by, or arising out of, reorganization or receivership proceedings, or otherwise by law, and to any receiver, trustee in bankruptcy or other legally appointed assignee of the assets, property and business of any of the parties hereto, or of such successor corporation or corporations.

ARTICLE 9

Prior Agreements Superseded

9.1 This contract terminates and supersedes the contract between Pennsylvania Water & Power Company (to which Company Pennsylvania is successor by merger), Susquehanna Transmission Company of Maryland (to which Company Baltimore Company is successor by Articles of Transfer), Safe Harbor and Baltimore Company, made as of May 18, 1955, and the supplement thereto between Baltimore Company, Pennsylvania, Susquehanna Transmission Company of Maryland and Safe Harbor, made as of June 1, 1955.
IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed by their respective officers, thereunto duly authorized and their respective corporate seals to be hereunto affixed as of the day and year first above written.

ATTEST: PENNSYLVANIA POWER & LIGHT COMPANY

_________________________________  By ________________________________

                          President

ATTEST: SAFE HARBOR WATER POWER CORPORATION

_________________________________  By ________________________________

                          President

ATTEST: BALTIMORE GAS AND ELECTRIC COMPANY

_________________________________  By ________________________________

                          President
SUPPLEMENTAL AGREEMENT

between

Pennsylvania Power & Light Company,

Safe Harbor Water Power Corporation

And

Baltimore Gas and Electric Company
SUPPLEMENTAL AGREEMENT


WHEREAS, the parties entered into a Transmission Contract on July 20, 1960; and

WHEREAS, PP&L owns and operates certain transmission facilities that are used, in part, for the transmission of BG&E’s share of output from SHWP to BG&E’s facilities at the Pennsylvania-Maryland State Line; and

WHEREAS, the Transmission Contract provides, in part, for transmission charges to be paid by BG&E to PP&L; and

WHEREAS, SHWP has completed an expansion program adding generators; and

WHEREAS, PP&L has made changes and improvements to its Manor 230 kV Substation to accommodate the increased output from SHWP and to increase reliability;

NOW, THEREFORE, in consideration of the premises contained herein, and intending to be legally bound, the signatories hereto agree as follows:

1. The Transmission Contract is hereby amended by increasing the monthly transmission charge (60 hertz) in ARTICLE 5, paragraph 5.1(a) from $13,200 to $18,195, effective June 1, 1987.

2. In all other respects, the Transmission Contract remains in full force and effect.
IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement to be executed by duly authorized officers as of the date first written above.

ATTEST: PENNSYLVANIA POWER & LIGHT COMPANY

By: /s/ ___________________________

Assistant Secretary (signature)

Name: Grayson E. McNair

Title: Vice-President-System Power

ATTEST: SAFE HARBOR WATER POWER CORPORATION

By: /s/ ___________________________

Secretary (signature)

Name: Donald B. Chubb

Title: President and Chief Executive Officer

ATTEST: BALTIMORE GAS AND ELECTRIC COMPANY

By: /s/ ___________________________

Assistant Secretary (signature)

Name: J.W. Gore

Title: Vice-President-Electric Interconnection & Operations