DECLARATION OF AUTHORITY

This Declaration of Authority ("Declaration") is a statement and certification made ________________________ [Add Date] by ________________________ ("Party A") and __________________________ ("Party B - a PJM Member") for the benefit of PJM Interconnection, LLC.

RECITALS:

WHEREAS, PJM is a Regional Transmission Organization ("RTO") subject to the jurisdiction of the Federal Energy Regulatory Commission ("FERC");

WHEREAS, PJM Settlement, Inc. ("PJM Settlement") is a Pennsylvania Non-Profit Corporation, incorporated for the purpose of providing billing and settlement functions and credit and risk management functions for PJM. References to "PJM" in this Declaration are intended to apply to PJM and/or PJM Settlement, as appropriate, with regard to their respective functions;

WHEREAS, PJM and PJM Settlement administer centralized markets that clear various electric energy and energy-related products among multiple buyers and sellers;

WHEREAS, PJM additionally exercises operational control over its members’ transmission facilities whereby PJM provides control area functions, including economic dispatch, the scheduling of transmission service, and emergency response to ensure reliability across an integrated transmission system; and

WHEREAS, in capacities more fully described below, PARTY A and PARTY B (a PJM Member) seek to participate, either directly or indirectly, in the markets administered by PJM or engage in operations that use or affect the integrated transmission system operated by PJM.

DECLARATION:

NOW, THEREFORE, acknowledging that PJM will rely on the truth, accuracy, and completeness of the statements made below, PARTY A and PARTY B, as indicated below, provides the following certifications:

1. Acting as PJM’s Counterparty

   (a) PARTY B hereby certifies that, in all activities with PJM regarding PARTY B’s provision of energy, capacity, ancillary services, scheduling, and procurement of transmission service, congestion management, and all other required products and services necessary to serve PARTY A’s load, whether such load is retail or wholesale, PARTY B is acting as PJM’s counterparty and shall be billed and be primarily liable to PJM for all costs associated in its procurement of such products and services.
PARTY B hereby certifies that, in all activities with PJM regarding PARTY B’s bidding, sale, scheduling, dispatch, and delivery of energy, capacity, and ancillary services from generation owned by PARTY A, PARTY B is acting as PJM’s counterparty and is entitled to receive from PJM, in its name, all revenues associated with its sales of such products and services.

PARTY A hereby certifies that, it is fully authorized to assign and has in fact assigned, pursuant to a binding, legally enforceable agreement, to PARTY B the rights to PARTY A’s generation described in paragraph 1(b) above. In this regard, PARTY A acknowledges that PARTY B, in acting as PJM’s counterparty, is authorized to communicate and transact with PJM exclusively, as though PARTY B was the owner and operator of this generation. Furthermore, PARTY A acknowledges that PJM can communicate and transact directly with PARTY B in acting as PJM’s counterparty, including directing PARTY A’s generation in the event of system emergencies, as though PARTY B was the owner and operator of this generation. PARTY A accepts that it will follow any such direction, issued by PJM through PARTY B, affecting operation of its generation in the event of system emergencies.

2. **Reliance By PJM On Certifications and Termination**

   (a) Each party, PARTY A and PARTY B, recognizes and accepts that PJM is relying on the truth, accuracy, and completeness of the certifications herein made in making its assessments as to creditworthiness and in assuring PJM’s own compliance with its tariff, operating agreement, reliability agreement, and business practices.

   (b) Each party, PARTY A and PARTY B, recognizes and accepts that each has a continuing duty to notify PJM if and when the certifications, herein made, cease to be accurate or complete. Written notice of changes to the certifications and/or identification of units herein must be provided by PARTY B (a PJM Member) to PJM at least thirty (30) days in advance of their effectiveness. If PARTY A is also a PJM Member, then both parties must provide thirty (30) days prior written notification in order for such changes to be effective. Such notification is required for changes to certifications and identification of units.

   (c) Each party, Party A and Party B, recognizes and accepts that PJM or its members may suffer losses and damages if any declaration is or becomes untrue, inaccurate, or incomplete and each agrees to indemnify PJM for any such losses and damages.
(d) Nothing in this Declaration shall be construed to create or give rise to any liability on the part of PJM and Party A and Party B expressly waive any claims that may arise against PJM under this Declaration. Party A and Party B, jointly and severally, agree to hold PJM harmless from any claims or disputes related to this Declaration, both prior to and after termination. This Declaration shall not be construed to modify any of the PJM Agreements and in the event of conflict between this Declaration and a PJM Agreement, the applicable PJM Agreement shall control.

(e) Termination – In order to terminate this Declaration, PARTY B (a PJM Member) must give PJM thirty (30) days prior written notice of termination. If PARTY A is also a PJM Member, both parties must provide thirty (30) days prior written notification to PJM. Furthermore, PARTY A must establish sufficient credit with PJM, to assume responsibility for all transactions for which it will be responsible for after the termination, at least thirty (30) days prior to termination becoming effective. Unless such written notice is received and credit is established, PJM shall be entitled to rely perpetually on this Declaration, as governing its relationship with PARTY A and PARTY B, as to the subject matter of this Declaration. Upon such termination, all rights, responsibilities, and accounts will revert back to the status quo prevailing before this Declaration was executed.

3. **Advance Notice to PJM of Proposed Deactivation of Unit**

   Should PARTY A intend to deactivate any unit in the PJM region, it will provide advance notice to PJM, either directly or through PARTY B, in accordance with Part V of the PJM Open Access Transmission Tariff (“OATT”) and otherwise adhere to the process applicable to the deactivation of generating units in the PJM region, as set forth in Part V of the PJM OATT.

4. **Identification of Unit(s)**

   Pursuant to this section, PARTY B has been authorized as Principal for the following specific units:

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Declaration of Authority (Full Responsibility Transfer)
Revised November 18, 2014
Document Number 3998603
IN WITNESS WHEREOF, PARTY A and PARTY B execute this Declaration to be effective as of the date written above.

PARTY A

Signature: ________________________
Name: ____________________________
Title: ____________________________
Company Name: ____________________

PARTY B

Signature: ________________________
Name: ____________________________
Title: ____________________________
Company Name: ____________________

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