

PRINCIPAL AGENT DECLARATION OF AUTHORITY

This DECLARATION OF AUTHORITY (“Declaration”) is a declaration and certification between [Principal Company Name], a [Principal State of Incorporation] [Principal Type of Entity] with its principal place of business located at [Principal Address] (“Principal” – PJM Member), [Agent Company Name], a [Agent State of Incorporation] [Agent Type of Entity] with its principal place of business located at [Agent Address] (“Agent”), and PJM Interconnection, L.L.C. (“PJM LLC”), a Delaware Limited Liability Company, (collectively the “Parties”).

RECITALS:

WHEREAS, PJM LLC is a Regional Transmission Organization and Independent System Operator subject to the jurisdiction of the Federal Energy Regulatory Commission;

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 to PJM LLC and/or PJM Settlement, collectively, with regard to their respective functions;

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

WHEREAS, Principal is a PJM Member and seeks to obtain, or is obtaining, services provided or administered by PJM, seeks to participate, or is participating in, markets administered by PJM, or seeks to engage in, or is engaging in, operations that use or affect the integrated transmission system operated by PJM;

WHEREAS, such activities or contemplated activities by Principal and Agent are governed by rights, responsibilities and obligations established by or under the PJM Open Access Transmission Tariff (“Tariff”), Amended and Restated Operating Agreement of PJM Interconnection, L.L.C. (“Operating Agreement”), Reliability Assurance Agreement Among Load-serving Entities in the PJM Region (“RAA”), and other agreements, manuals, and practices of PJM (the Tariff, the Operating Agreement, the RAA, and such other agreements, manuals, and practices of PJM, the “PJM Agreements”);

WHEREAS, Principal and Agent each derive benefit from entering into this Declaration;

WHEREAS, Principal and Agent are parties to an agreement, the terms of which are not incorporated herein, in which Principal has authorized Agent to act for Principal with respect to certain rights, responsibilities and obligations on behalf of Principal, including serving as a financial obligor as it relates to Principal’s obligations and responsibilities under the Tariff, RAA and or Operating Agreement identified herein;

WHEREAS, Principal and Agent desire to declare to PJM their respective authorities

concerning such rights, responsibilities and obligations, and intend that PJM rely upon such declaration; and

WHEREAS, Principal and Agent hereby agree that this Declaration shall supersede and replace all prior declarations of authority entered into between Principal and Agent regarding the authorities and resources described herein.

NOW, THEREFORE, acknowledging that PJM will rely on the truth, accuracy, and completeness of the statements made below, Principal and Agent, as indicated below, make the following certifications:

1. Exclusivity of Agent’s Authority.

Pursuant to a binding, legally enforceable agreement, Principal has authorized Agent to act for Principal with respect to certain Authorized Rights, Responsibilities, and Obligations as specified in section 2 of this Declaration. With respect to the Authorized Rights, Responsibilities and Obligations, Agent is authorized to communicate and transact with PJM as Principal’s sole and exclusive agent, and PJM is authorized to communicate and transact directly and exclusively with Agent as Principal’s agent. With respect to the Authorized Rights, Responsibilities, and Obligations, Principal will abide by any direction issued by PJM to Agent.

2. Specification of Authorized Rights, Responsibilities and Obligations.

In the following subparts, Principal and Agent specify the rights, responsibilities and obligations for which Principal authorizes Agent to act for Principal (the “Authorized Rights, Responsibilities, and Obligations”). The Authorized Rights, Responsibilities, and Obligations apply only to those portions of Principal’s facilities and/or directly served loads located in the PJM Region¹ and identified herein, and to no other facilities or loads of Principal.

[Only responsibilities selected will be shown on document]

Load Server Responsibilities.

Load – Energy, Ancillary Service and Capacity in Principal’s Account: Principal authorizes Agent to communicate and act on behalf of Principal with PJM in all matters concerning the energy, ancillary service and capacity obligations of a Load Serving Entity under the PJM Agreements, in Principal’s account established within PJM’s system, including, without limitation, fulfilling obligations associated with managing energy supply requirements, Black Start Service, Non-Retail Behind the Meter Generation, Self-Supply, Fixed Resource Requirement (“FRR”) Capacity Plan, Reliability Pricing Model (“RPM”) and overall capacity Delivery Year requirements, for the Accounts listed below and any current and subsequent associated sub-accounts.

¹ Capitalized terms not otherwise defined herein have the meaning specified in, as applicable, the Tariff, the Operating Agreement, and the Reliability Assurance Agreement among Load-Serving Entities in the PJM Region (“RAA”)

Load – Energy, Ancillary Service and Capacity in Agent’s Account: Principal authorizes Agent to communicate and act on behalf of Principal with PJM in all matters concerning the energy, ancillary service and capacity obligations of a Load Serving Entity under the PJM Agreements, in Agent’s account established within PJM’s system, including, without limitation, fulfilling obligations associated with managing energy supply requirements, Black Start Service, Non-Retail Behind the Meter Generation, Self-Supply, Fixed Resource Requirement (“FRR”) Capacity Plan, Reliability Pricing Model (“RPM”) and overall capacity Delivery Year requirements, for the Accounts listed below and any current and subsequent associated sub-accounts.

Load – ARR / FTR: Principal authorizes Agent to submit offers, bids, obtain, and/or administer Auction Revenue Rights (“ARRs”) or Financial Transmission Rights (“FTRs”) with respect to service of Principal’s load, in accordance with the PJM Agreements, for the Accounts listed below and any current and subsequent associated sub-accounts.

Load – Transmission Service: Principal authorizes Agent to perform the Transmission Service-related obligations, roles and responsibilities of Principal in accordance with the PJM Agreements, including, without limitation, providing or arranging for Transmission Service to the Principal’s load(s) requesting changes to Transmission Service required for serving the Principal’s load(s), and submitting Interchange Schedules on the Principal’s behalf, for the Accounts listed below and any current and subsequent associated sub-accounts.

PJM Org. ID	PJM Short Name	Current PJM Long Name	New PJM Long Name

Generator Responsibilities.

Generator – Energy Dispatching: Principal authorizes Agent to operate or to direct the operations of the Principal’s generation resource(s), listed below, in all events, including, without limitation, to emergencies, and shall operate such resource(s) in a manner that is consistent with the standards, requirements, or directions of PJM, in accordance with the PJM Agreements.

Generator – Telemetry Using Principal’s Link: Principal authorizes Agent to communicate electronically on behalf of Principal with PJM, using Principal’s telemetry communication link provided by PJM to Principal, including, without limitation, real-time data, monitoring data and dispatch instructions with PJM during normal and emergency conditions.

Generator – Telemetry Using Agent’s Link: Principal authorizes Agent to communicate electronically on behalf of Principal with PJM, using Agent’s telemetry communication link provided by PJM to Agent, including, without limitation, real-time data, monitoring data and dispatch instructions with PJM during normal and emergency conditions.

Generator – Energy Scheduling: Principal authorizes Agent to communicate and act on behalf of Principal with PJM in all matters concerning the provision of energy and ancillary services, excluding Black Start Service, from Principal’s generation resource(s), listed below, in accordance with the PJM Agreements.

Generator – Capacity: Principal authorizes Agent to communicate and act on behalf of Principal with PJM in all matters concerning the provision of capacity from Principal’s generation resource(s) listed below in accordance with the PJM Agreements, including, without limitation, to satisfying the qualification requirements of a capacity resource, transacting capacity bilaterally, specifying replacement capacity, satisfying the delivery year requirements of a committed resource, offering qualified capacity into Reliability Pricing Model (“RPM”) Auctions or committing qualified capacity to a Fixed Resource Requirement (“FRR”) plan.

Generator – eDART: Principal authorizes Agent to communicate electronically and/or verbally on behalf of Principal with PJM related to Principal’s generation resource(s), listed below, in accordance with the PJM Agreements, including, but not limited to, generator outage tickets, equipment and/or facility parameters, reactive power capacity, Instantaneous Reserve Check (IRC), and GO Survey.

Generator – ARR / FTR: Principal authorizes Agent to submit offers, bids, obtain and/or administer Auction Revenue Rights (“ARRs”) and Financial Transmission Rights (“FTRs”) with respect to the Principal’s generation resource(s), listed below, in accordance with the PJM Agreements.

Generator – Black Start: Principal authorizes Agent to communicate and act on behalf of Principal with PJM in all matters concerning the provision of Black Start Service from Principal’s generation resource(s), listed below, in accordance with the PJM Agreements.

Generator – Fuel Cost Policy: Principal authorizes Agent to communicate and act on behalf of Principal with PJM in all matters concerning the Fuel Cost Policy for Principal’s generation resource(s), listed below, in accordance with the PJM Agreements.

Generator Name (ISA/WMPA/CSA)	Resource Name (Capacity Exchange)	Resource ID (Capacity Exchange)	Unit Name (Markets Gateway)	Unit ID (Markets Gateway)	PJM Queue Number

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Billing Responsibilities.

Billing – Using Principal’s Account: In connection with all rights, responsibilities and obligations as specified by Principal and Agent in any and all sections, Principal shall be billed, make payment and/or receive payment through PJM Settlement, Inc. in Principal’s account established within PJM’s system, for all charges, credits, penalties, costs and fees, in accordance with the PJM Agreements.

Billing – Using Agent’s Account: In connection with all rights, responsibilities and obligations as specified by Principal and Agent in any and all sections, Agent shall be billed, make payment and/or receive payment through PJM Settlement, Inc. in Agent’s account established within PJM’s system, for all charges, credits, penalties, costs and fees, in accordance with the PJM Agreements.

Billing – Schedule 2, Reactive Supply in Principal’s account: Principal authorizes Agent to receive and/or pay Principal’s Reactive Supply and Voltage Control from Generation or Other Sources Service, Schedule 2 in Tariff, in Principal’s account established within PJM’s system.

Billing – Schedule 2, Reactive Supply in Agent’s account: Principal authorizes Agent to receive and/or pay Principal’s Reactive Supply and Voltage Control from Generation or Other Sources Service, Schedule 2 in Tariff, in Agent’s account established within PJM’s system.

Transmission Owner Responsibilities.

Transmission Owner – All Responsibilities: Principal authorizes Agent to satisfy Principal’s rights, responsibilities and obligations as a Transmission Owner under the PJM Agreements and Consolidated Transmission Owners Agreement, including, without limitation, communicating with PJM regarding all matters relating to Principal’s Transmission Owner responsibilities within PJM, and operating Principal’s transmission facilities in a manner that is consistent with the standards, requirements, or directions of PJM and that will permit PJM to perform its obligations under the PJM Agreements and applicable NERC standards, for the Principal owned transmission facilities at the substations listed below.

Transmission Substation	B2 – Voltage Level

Transmission Owner – Transmission Service: Principal authorizes Agent to satisfy Principal’s rights, responsibilities and obligations under the PJM Agreements, including, without limitations, providing or arranging for Transmission Service to the Principal’s load(s), requesting changes to Transmission Service required for serving the Principal’s load(s), and submitting Interchange Schedules on the Principal’s behalf.

Transmission Owner – eDART: Principal authorizes Agent to communicate electronically and/or verbal on behalf of Principal with PJM related to all Principal’s transmission facilities in accordance with the PJM Agreements, including, but not limited to, transmission outage tickets, transmission facility parameters and system model information.

Transmission Owner – MOD-32: Principal authorizes Agent to provide MOD-032 compliance submittals to PJM on behalf of Principal. Principal authorizes PJM to obtain and provide Agent necessary software licenses for MOD-032 submittals. Principal recognizes that authorizing Agent to submit MOD-032 compliance data on its behalf does not relieve Principal of compliance requirements or enforcement actions that may be incurred with respect to the timeliness, completeness, and accuracy of the data, drawings, or other information provide to PJM by Agent.

Additional Responsibilities.

Telemetry: Principal authorizes PJM to share Real Time telemetry data with Agent.

Other: Principal authorizes Agent to receive other rights and perform other responsibilities and obligations of Principal as follows:

3. Continuing Responsibilities and Liabilities of Principal and/or Agent.

- (a) The Authorized Rights, Responsibilities and Obligations are the only rights, responsibilities and obligations under the PJM Agreements for which Principal authorizes Agent to act for Principal.
- (b) All Principal’s rights, responsibilities and obligations under the PJM Agreements not specified in section 2 of this Declaration or in an Addendum or Attachment hereto shall remain with Principal.
- (c) Notwithstanding the authorizations granted to the Agent to act on behalf of Principal specified herein, nothing in this Declaration changes, diminishes or eliminates Principal’s rights, obligations and responsibilities under the PJM

Agreements to the extent Agent fails to satisfy those obligations on behalf of Principal. In such case, Principal shall retain all of its rights, and remain ultimately responsible for all of its obligations and responsibilities, set forth in the PJM Agreements. Any failure of the Agent to act on Principal's behalf is a matter solely between Principal and Agent and Principal's sole redress in such case is against Agent.

- (d) With respect to the Authorized Rights, Responsibilities and Obligations, and notwithstanding any other provision of this Declaration, Principal and Agent shall be held jointly and severally liable to PJM for all amounts due or which become due to PJM under the PJM Agreements, and Agent's authorization to make payment of any such amounts hereunder (if specified in section 2 of this Declaration) shall not release Principal from liability for any financial obligations to PJM not satisfied by Agent.
- (e) Agent understands and agrees that its payment obligations with respect to the Authorized Rights, Responsibilities and Obligations shall be without right of setoff or netting with respect to any other obligation of Principal to PJM.

4. Reliance and Indemnity, Duty to Inform, Liability Waiver, Termination, and Rules of Construction.

- (a) Principal and Agent each recognizes, accepts, and intends that PJM will rely upon on the truth, accuracy, and completeness of the declarations herein in matters including, but not limited to, creditworthiness and in assuring compliance with the PJM Agreements. Principal and Agent each recognizes and accepts that PJM or its Members may suffer losses and damages if any declaration is or becomes untrue, inaccurate, or incomplete. Principal and Agent agree to indemnify PJM for any losses and damages that it may suffer as a direct result of this Declaration. Nothing herein shall relieve Principal of its obligations pursuant to the PJM Agreements.
- (b) Principal and Agent each has a continuing duty to notify PJM if and when any declaration herein ceases to be truthful, accurate, or complete. Until such time as PJM receives written notification of any change to any declaration, in accordance with the terms contained herein, PJM shall be entitled to rely perpetually on this Declaration, as governing its relationship with Principal and Agent, as to the subject matter of this Declaration. Written notice of changes to the declarations contained herein must be provided by Principal (a PJM Member) to PJM at least thirty (30) days in advance of their effectiveness. If Agent is also a PJM Member, then both parties will be required to 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 resources.
- (c) In the event of default by Principal or Agent under this Declaration or any PJM Agreement, PJM may terminate this Declaration immediately upon notice to Principal and Agent.

- (d) Principal (a PJM Member) may, for its sole convenience, terminate this Declaration by providing at least sixty (60) days' prior written notification to PJM in a form acceptable to PJM. If Agent is also a PJM Member, both parties will be required to provide at least sixty (60) days' prior written notification, in a form acceptable to PJM, in order for termination to become effective. Upon such termination, (1) all future rights and responsibilities associated with the subject matter of this Declaration shall revert to Principal, and Principal hereby agrees to accept any such reversion as principal and to satisfy all obligations and requirements associated therewith (including, but not limited to, creditworthiness requirements); and (2) all obligations associated with the subject matter of this Declaration undertaken or committed by Agent on behalf of Principal pursuant to this Declaration and during the term in which this Declaration was effective shall remain the joint and several obligation of Principal and Agent for as long as those obligations last.
- (e) This Declaration shall automatically terminate upon the deactivation, or transfer to a third party, of all resources identified herein.
- (f) Nothing in this Declaration shall be construed to create or give rise to any liability on the part of PJM and Principal and Agent expressly waive any claims that may arise against PJM under this Declaration. Principal and Agent, 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.
- (g) Capitalized terms used herein that are not defined herein have the meanings given in the PJM Agreements, as applicable.

The Recitals are hereby incorporated into the body of this Declaration.

5. Effective Date(s).

Principal authorizes Agent to act on behalf of Principal as of _____, 20__ (“Effective Date”).

OR

The Effective Date shall be the date upon which this Declaration has been fully executed by each of Principal, Agent and PJM LLC.

6. Further Delegation:

Agent shall not assign any of the referenced rights, obligations or responsibilities to another third party agent pursuant to a separate and valid Declaration of Authority between Agent and that third party or otherwise.

[No responsibilities will be listed]

OR

Principal hereby authorizes Agent to assign the responsibilities listed below to another third party agent or assign pursuant to a separate and valid Declaration of Authority between Agent and that third party, and in which the liability remains joint and several as among Principal, Agent and that third party.

[Only responsibilities selected will be listed, which may be all]

7. Notices.

Any notice or request made to or by Principal, Agent, or PJM shall be made to the representative indicated below.

If to PJM:

PJM Interconnection, L.L.C.
Attn: General Counsel
2750 Monroe Blvd.
Audubon, PA 19403

and

PJM Interconnection, L.L.C.
Attn: Member Relations
2750 Monroe Blvd.
Audubon, PA 19403

If to Principal:

[Principal Company Name]

Attn: [Principal Contact Name from 'Contact for Notices' section]

[Street address from 'Contact for Notices' section]

[City, State, and Zip Code from 'Contact for Notices' section]

If to Agent:

[Agent Company Name]

Attn: [Agent contact name from 'Contact for Notices' section]

[Street address from 'Contact for Notices' section]

[City, State, and Zip Code from 'Contact for Notices' section]

IN WITNESS WHEREOF, Principal, Agent and PJM LLC execute this Declaration to be

effective on the Effective Date(s) indicated in Section 5 above.

PRINCIPAL

Signature:

Name:

Title:

Company Name:

Date Signed (MM/DD/YY):

AGENT

Signature:

Name:

Title:

Company Name:

Date Signed (MM/DD/YY):

PJM INTERCONNECTION, L.L.C.

Signature:

Name: Jennifer Tribulski

Title: Sr. Director, Member Services

PJM Interconnection, L.L.C.

Date Signed (MM/DD/YY):