AGREEMENT TO AMEND
By and Among
PJM Interconnection, L.L.C.
And
[Interconnection Customer/Project Developer/Participant Full Name]
And
[Transmission Owner/Counterparty Full Name]
PJM [Choose an item.] **#**[(Non-)Queue No./Project ID]

This AGREEMENT TO AMEND ("Agreement to Amend") is entered into by and among PJM Interconnection, L.L.C. ("PJM" or "Transmission Provider") and the following entities (each, individually a "Party," and collectively, the "Parties"): **{Note: that NUCRAs, NSAs, and CRAs do not have TO parties, and NUCRAs may have multiple PDs as parties; please be sure to update caption as needed.}**

Party Type	Company Name
Choose an item.	Click to enter text.
Party Type	**Company Name**
Choose an item.	Click to enter text.

RECITALS

WHEREAS, the Service Agreement(s) designated below [has/have] been entered into by and among the Parties listed above, and if a Federal Energy Regulatory Commission ("Commission") Docket No. is not listed below, the Service Agreement(s) [is/are] conforming and reported to the Commission in PJM's Electric Quarterly Reports ("EQR").

Type of Service Agreement ("SA")	SA No.	Effective Date	Docket No.
Choose an agreement.	Click to enter text.	Click to enter date.	Click to enter text.
Choose an agreement.	Click to enter text.	Click to enter date.	Click to enter text.

WHEREAS, the following selected section(s) [provide/provides] that the Service Agreement(s), or any part thereof, may not be amended, modified, or waived other than by a written document signed by all parties to the Service Agreement(s).

☐ Section 16.0 of the Generation Interconnection Agreement ("GIA")
☐ Section 2.4 of the Wholesale Market Participation Agreement ("WMPA")
☐ Section 16.0 of the Interconnection Service Agreement ("ISA")
☐ Section 5.2 of the Construction Service Agreement ("CSA")
☐ Section 12.0 of the Interconnection Construction Service Agreement ("ICSA")
☐ Section 13.0 of the Interim Interconnection Service Agreement ("IISA")

☐ Section 6.2 of the Upgrade Construction Service Agreement ("UCSA")
☐ Section 13.0 of the Engineering and Procurement Agreement ("E&P Agreement")
☐ Section 19 of the Cost Responsibility Agreement ("CRA")
☐ Section 20 of the Necessary Studies Agreement ("NSA")
☐ Section 10.0 of the Network Upgrade Cost Responsibility Agreement ("NUCRA")

WHEREAS, by this Agreement to Amend, the Parties intend to amend the Service Agreement(s) to reflect the changes listed in Appendix A [Add additional appendices as necessary] hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

1. Capitalized Terms.

    Capitalized terms not otherwise defined herein shall have the meaning assigned to such terms in the Service Agreement(s).

2. Authorization to Amend.

    The Parties acknowledge that PJM will utilize this Agreement to Amend to modify the aforementioned Service Agreement(s) by making the changes listed herein. The Parties authorize PJM to file with the Commission or report into EQR, as applicable, the amended Service Agreement(s) without the necessity of additional signatures from [Developer/Customer/Participant type] and [Transmission Owner type].

3. Milestone Date Extension(s).

    [Use the following language if Agreement to Amend is not being used to extend milestones, then delete the remainder of this section.]

    Not Applicable.

    [Use the language below if the Agreement to Amend is being used to extend milestone dates due to exiting suspension under an ISA <u>and no other reason</u>. Delete the remainder of the section.]

    The milestone dates and related provisions identified in Appendix A [Add additional appendices as necessary] are being extended coextensively with the [Developer/Customer/Participant type]'s use of suspension time as provided for in ISA, section 6.[4] [double-check ISA in case there are fewer/additional milestones that would have changed this section number] and ICSA, Appendix 2, section 3.4. Accordingly, pursuant to ISA, section 6.[4] and ICSA, Appendix 2, section 3.4 and the authority granted therein, the revised project specific milestones and related provisions for the above-referenced ISA are extended as set forth in Appendix A [Add additional appendices as necessary].

[Use the language below if the Agreement to Amend is being used to extend milestone dates due to delays the IC/PD's did not cause. Delete the remainder of the section.]

[Select agreement.] contains project-specific milestones. [Select agreement.] and [Choose an item.] provide that Transmission Provider in its discretion may reasonably extend milestone dates in the event of delays that [Choose an item.] (i) did not cause and (ii) could not have remedied through the exercise of due diligence.

The [Choose an item.] has encountered [Click or tap here to enter text.]. Pursuant to [Select agreement.] and the authority granted therein, PJM has determined that the [Choose an item.] did not cause such delay and could not have remedied such delay through the exercise of due diligence. Accordingly, PJM is reasonably extending the project-specific milestone date(s) for the above-referenced Service Agreement(s) as reflected in Appendix A [Add additional appendices as necessary].

[Use the language below if the Agreement to Amend is being used to extend milestone dates due to a Force Majeure event. Delete the remainder of the section.]

[Select agreement.] contains project-specific milestones. [Select agreement.] provides that, subject to the satisfaction of the notice requirements and the exercise of Reasonable Efforts, a party shall be excused from whatever performance is affected for the duration of a Force Majeure event.

The [Developer/Customer/Participant type] encountered a Force Majeure event that impacted pending milestone date(s). Accordingly, the project-specific milestone date(s) for the [ISA/ICSA/WMPA/GIA/E&P Agreement] being extended on a day-for-day basis to reflect the duration of the Force Majeure event experienced by [Developer/Customer/Participant type], as reflected in Appendix A [Add additional appendices as necessary] of this Agreement to Amend.

4. One-Time Option to Extend GIA Milestone.

[Insert: "Not Applicable" if Agreement to Amend is not being used for a one-time milestone extension and delete the remainder of this section.]

[Use the language below if the Agreement to Amend is being used to exercise the IC/PD's one-time milestone extension.]

Section [6.5] [double-check GIA in case there are fewer/additional milestones that would have changed this section number] of the GIA listed above provides that Project Developer shall have a one-time option to extend a single milestone date (other than for any milestone related to Site Control) for a total period of one year regardless of cause, and that any future milestone date(s) (other than for any milestone related to Site Control) stated in the GIA shall be deemed to be extended coextensively with Project Developer's use of this provision.

_____ (PD to initial here) Project Developer hereby exercises its one-time option to extend the following milestone pursuant to section [6.5] [double-check GIA in case there are fewer/additional milestones that would have changed this section number] of the GIA referenced herein:

Current Milestone	As-Extended Milestone

_____ (PD to initial here) Project Developer hereby acknowledges that the one-time option to extend a milestone date for PJM Project Identifier #[Enter Project Identifier No.] shall be deemed exercised and no longer available.

Accordingly, PJM is extending the aforementioned milestone date and co-extensively extending any future milestone date(s) (other than for any milestone related to Site Control) as set forth in Appendix A [Add additional appendices as necessary] of this Agreement to Amend.

5. <u>Counterparts</u>. This Agreement to Amend may be executed in one or more counterparts, each of which when so executed and delivered shall be an original but all of which shall together constitute one and the same instrument.

Except as set forth in this Agreement to Amend, the Service Agreement(s) [is/are] unaffected and shall continue in full force and effect in accordance with [its/their] terms. In the event of conflict between this Agreement to Amend and the Service Agreement(s) or any earlier amendments, the terms of this Agreement to Amend will prevail.

IN WITNESS WHEREOF, the Parties' respective authorized representatives have executed this Agreement to Amend as of the date of the latest signature, and the amendments to the foregoing Service Agreement(s) shall become effective **[IF NON-CONFORMING AGREEMENT ONLY** [as of the date established by the Commission]] **[IF CONFORMING AGREEMENT ONLY** [as of the execution date of this Agreement to Amend]] **[IF NON-CONFORMING AGREEMENT IS PAIRED WITH CONFORMING AGREEMENT** [as of the date established by the Commission]].

PJM [Choose an item.] #[Queue No./Project ID]

Transmission Provider: PJM Interconnection, L.L.C.

By: _____   _____   _____
     Name   Title   Date

Printed name of signer: _____

Developer/Customer/Participant type: Developer/Customer/Participant name

By: _____   _____   _____
     Name   Title   Date

Printed name of signer: _____

Transmission Owner type: Transmission Owner name

By: _____   _____   _____
     Name   Title   Date

Printed name of signer: _____

{Note: NUCRAs, NSAs, and CRAs do not have TO parties, and NUCRAs may have multiple PDs as parties; please be sure to update signature blocks as needed.}

APPENDIX A

Section Changed	Changed From	Changed To	Explanation
[agreement acronym], [section 1.0 (Parties)/introductory paragraph]	…	This [agreement acronym] amends the [agreement, full] among PJM, [NAME OF IC/PD], [NAME OF TO], Service Agreement No. [####], effective [Date], and [filed with and accepted by the Federal Energy Regulatory Commission in Docket No. ER##-####-###] or [reported in PJM's Electric Quarterly Report].	A sentence is added to explain that this is an amended [agreement acronym].