

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) and [Agent Company Name], a [Agent State of Incorporation] [Agent Type of Entity] with its principal place of business located at [Agent Address] (“Agent”).

RECITALS:

WHEREAS, PJM Interconnection, L.L.C. (“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 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”); and

WHEREAS, Principal and Agent desire to declare to PJM their respective authorities concerning such rights and obligations, intend that PJM rely upon such declaration.

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.

DECLARATION:

NOW, THEREFORE, acknowledging that PJM will rely on the truth, accuracy, and completeness of the statements made below, Principal and Agent, as indicated below, makes 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 rights and responsibilities as specified in section 2 of this Declaration (the "Authorized Rights and Responsibilities"). With respect to the Authorized Rights and Responsibilities, 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 and Responsibilities, Principal will abide by any direction issued by PJM to Agent.

2. Specification of Authorized Rights and Responsibilities.

In the following subparts, Principal and Agent specify the rights and responsibilities with respect to which Agent is authorized to act for Principal. The rights and responsibilities specified in the following subparts apply to a limited portion of Principal's facilities or directly served loads located in the PJM Region, 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: Agent is authorized 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, RPM and overall capacity Delivery year requirements.

Load – Energy, Ancillary Service and Capacity in Agent's Account: Agent is authorized 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, RPM and overall capacity Delivery year requirements.

Load – ARR / FTR: Agent is authorized to satisfy Principal's rights and obligations under the PJM Agreements to submit offers, bids, obtain, administer for

Auction Revenue Rights (ARRs) or Financial Transmission Rights (FTRs) with respect to service of Principal’s load.

Load – Transmission Service: Agent is authorized to satisfy Principal’s obligations under 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.

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

Generator Responsibilities.

Generator – Energy Dispatching: Agent is authorized 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 and that will permit PJM to perform its obligations under the PJM Agreements.

Generator – Telemetry Using Principal’s Link: Agent is authorized to communicate electronically on behalf of Principal with PJM while 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: Agent is authorized to communicate electronically on behalf of Principal with PJM while 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: Agent is authorized 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 the Principal’s generation resource(s), listed below, in accordance with the PJM Agreements.

Generator – Capacity: Agent is authorized 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: Agent is authorized 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: Agent is authorized to satisfy Principal’s rights and obligations under the PJM Agreements to submit offers and bids for and obtain and administer Auction Revenue Rights (ARRs) and Financial Transmission Rights (FTRs) with respect to the Principal’s generation resource(s), listed below.

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

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

Agent is authorized by Principal as noted above with respect to the 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

Billing Responsibilities.

Billing – Using Principal’s Account: In connection with all rights and responsibilities as specified by Principal and Agent in any and all sections, Principal shall be billed, make payment 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 and responsibilities as specified by Principal and Agent in any and all sections, Agent shall be billed, make payment 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: Agent is authorized to receive 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: Agent is authorized to receive 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: Agent is authorized to satisfy Principal’s rights and responsibilities 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: Agent is authorized to satisfy Principal’s rights and responsibilities 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: Agent is authorized 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.

Additional Responsibilities.

Agent has been Authorized other rights and responsibilities of Principal as specified

in this Declaration as follows:

3. Continuing Responsibilities and Liabilities of Principal.

- (a) The Authorized Rights and Responsibilities are the only rights and responsibilities under the PJM Agreements for which Agent is authorized to act for Principal and Principal retains all rights and responsibilities under the PJM Agreements not specified by Principal and Agent in section 2 of this Declaration or in an Addendum or Attachment hereto.
- (b) With respect to the Authorized Rights and Responsibilities, and notwithstanding any other provision of this Declaration, Principal shall remain 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.

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 or any service agreement.
- (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) PJM LLC and PJM Settlement are third-party beneficiaries to this Declaration and

are entitled to the benefit of all representations, commitments obligations, and rights hereunder and may enforce the provisions hereof as if they were parties hereto.

- (d) Principal (a PJM Member) may, for its sole convenience, terminate this Declaration by providing at least forty five (45) 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 forty five (45) days prior written notification, in a form acceptable to PJM, in order for termination to become effective. Upon such termination, all rights, responsibilities, and accounts will revert back to the Principal.
- (e) 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.
- (f) 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).

This Declaration shall be effective upon the date on which it is last executed either by Principal or by Agent (“Effective Date”).

OR

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

The Effective Date shall not be prior to the date on which this Declaration is fully executed by Principal and Agent.

6. Further Delegation:

Principal hereby does not authorize Agent to assign any of the these responsibilities to another third part agent or assign pursuant to a separate and valid DOA between agent and that third party.

[No responsibilities will be listed]

OR

Principal hereby authorizes Agent to assign any of the these responsibilities listed below to another third part agent or assign pursuant to a separate and valid DOA between agent and that third party.
[All responsibilities will be listed]

OR

Principal hereby authorizes Agent to assign any of the these responsibilities listed below to another third part agent or assign pursuant to a separate and valid DOA between agent and that third party.
[Only responsibilities selected will be listed]

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 and Agent execute this Declaration to be effective on the Effective Date(s) indicated above.

PRINCIPAL

Signature: Signature applied from DocuSign

Name: Principal Contact Name from 'Authorized Signature Information' section

Title: Principal Title from 'Authorized Signature Information' section

Company Name: Principal Company Name

Date Signed (MM/DD/YY): Date applied from DocuSign

AGENT

Signature: Signature applied from DocuSign

Name: Agent Contact Name from 'Authorized Signature Information' section

Title: Agent Title from 'Authorized Signature Information' section

Company Name: Agent Company Name

Date Signed (MM/DD/YY): Date applied from DocuSign