

Tariff, Part IX, Subpart F
Cost Responsibility Agreement

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Service Agreement No. []

(Project Identifier # [])

COST RESPONSIBILITY AGREEMENT

By and Between

PJM INTERCONNECTION, L.L.C.

And

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COST RESPONSIBILITY AGREEMENT

By and Between
PJM INTERCONNECTION, L.L.C.

And



(Project Identifier # [])

RECITALS

This Cost Responsibility Agreement (“Agreement”), dated as of [Insert Date], is made and entered into by and between [Insert CustomerProject Developer Name] (“CustomerProject Developer”) and PJM Interconnection, L.L.C. (“Transmission Provider” or “PJM”). CustomerProject Developer and Transmission Provider each may be referred to herein as a “Party” or, collectively, “Parties.” Capitalized terms used in this Agreement, unless otherwise indicated, shall have the meanings ascribed to them in the PJM Open Access Transmission Tariff (“PJM Tariff”). For purposes of the Agreement, the terms “Generation Interconnection Procedures” or “GIP” will refer to the interconnection procedures set forth in [Instructions: use Tariff, Part VII if this is a transition period agreement, or use Tariff, Part VIII if this is a post-transition period agreement]. [Possible Language: This Agreement supersedes the (name of agreement) between PJM Interconnection, L.L.C. and (former agreement customerProject Developer name), dated (insert date of former agreement)]. This paragraph and the following WHEREAS clauses can be edited as appropriate if there is no former agreement, and this CRA is being into in connection with a merger/re-organization or other agreement or transaction].

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WHEREAS, CustomerProject Developer owns or operates an existing generation resourcegenerating facility within the PJM Region and is currently a party to [twoan existing Power Purchase Agreements] ([collectively], Agreement[s] (the [“PPAs”]); PPA[s])).

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WHEREAS, CustomerProject Developer has notified the Transmission Provider its [PPAs] PPA[s] expire on [Insert Expiration Date] [s]].

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WHEREAS, the CustomerProject Developer proposes to enter into a form of Generation Interconnection Service-Agreement (“ISAGIA”) with PJM and the Interconnected-Transmission

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Owner coincident with the expiration of the [PPAs] [PPA[s]] in order to establish an interconnection with the PJM Transmission System for the purposes of making wholesale sales in the PJM Region (the “~~Customer~~Project Developer Request”).

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WHEREAS, consistent with Order No. 2003¹, ~~Customer~~Project Developer need not submit an Interconnection Request pursuant to ~~Part IV of the PJM Tariff, GIP, Section [to be determined]~~, provided it represents that it is a Qualifying Facility and the output and operating characteristics of its existing generation facility (“~~Customer~~Generating Facility”) will continue to be substantially the same as the output and operating characteristics of the ~~Customer~~Generating Facility as set forth in the existing ~~Customer~~ [PPAs] ~~Project Developer~~ [PPA[s]].

WHEREAS, the Transmission Provider must perform certain modeling, studies or analysis to determine whether the ~~Customer~~Project Developer may enter into an ~~ISA~~A GIA with PJM and the ~~Interconnected~~ Transmission Owner.

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein, the Parties agree as follows:

COST RESPONSIBILITY

1. ~~Customer~~Project Developer elects, and PJM agrees to perform certain modeling, studies or analysis to verify and ensure that the interconnection of ~~Customer~~Generating Facility meets the necessary system interconnection requirements as specified in the ~~PJM~~ Tariff and associated PJM Manuals, as appropriate.
2. The scope of the modeling, studies or analysis shall be subject to the assumptions as set forth in Attachment A to this Agreement.

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¹ *Standardization of Generator Interconnection Agreements and Procedures*, Order No. 2003 at PP 814 and 815, FERC Stats. & Regs. ¶ 31,146 (2003), *order on reh'g*, Order No. 2003-A, FERC Stats and Regs. ¶ 31,160, *order on reh'g*, Order No. 2003-B, FERC Stats. & Regs. ¶ 31,171 (2004), *order on reh'g*, Order No. 2003-C, FERC Stats. & Regs. ¶ 31,190 (2005), *aff'd sub nom, Nat'l Ass'n of Regulatory Util. Comm'rs v. FERC*, 475 F.3d 1277 (D.C. Cir. 2007), *cert denied*, 552 U.S. 1230 (2008).

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3. If required, studies shall identify Interconnection Facilities ~~and~~, Network Upgrades and Distribution Upgrades including the estimated cost thereof that may be required to provide interconnection service under the PJM-Tariff based upon the information specified by the CustomerProject Developer in Attachment A.

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4. CustomerProject Developer shall submit an upfront deposit in the amount of Insert Deposit Amount, e.g. \$10,000.00 for the performance of the modeling, studies or analysis at the time CustomerProject Developer submits this executed Agreement to the Transmission Provider. If in-depth studies are required (e.g., System Impact Study), the Transmission Provider's good faith estimate for the time to complete such studies is two [instructions: provide estimated time to complete studies] months.

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5. CustomerProject Developer agrees that it shall reimburse the Transmission Provider for the actual costs incurred or expended by the Transmission Provider and Interconnected Transmission Owner in connection with the modeling, studies or analysis (above and beyond the deposits submitted pursuant to paragraph 4 above) within twenty (20) days of receiving an invoice for such costs. Actual costs may exceed the study deposit.

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6. Within one hundred and twenty (120) days after the Transmission Provider completes the modeling, studies or analysis, Transmission Provider shall provide a final invoice ("Final Invoice") which will include an accounting of the actual costs incurred in performing the modeling, studies or analysis. Within twenty (20) days of receiving the Final Invoice, the CustomerProject Developer shall make any payment due to the Transmission Provider and/or the Interconnected Transmission Owner that is necessary to resolve any differences between (a) the Customer'sProject Developer's cost responsibility under this Agreement and the PJM-Tariff for the actual cost of the modeling, studies or analysis; and (b) Customer'sProject Developer's aggregate payments (including deposits submitted pursuant to paragraph 4 above) remitted pursuant to this Agreement prior to the issuance of the Final Invoice.

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7. In the event that the Transmission Provider anticipates that the actual costs of the modeling, studies or analysis will exceed the deposits submitted in accordance with paragraph 4

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above, the Transmission Provider shall provide the CustomerProject Developer with an estimate of the modeling, studies or analysis costs. Upon receipt of the estimate of such modeling, studies or analysis costs, the CustomerProject Developer may withdraw its CustomerProject Developer Request and terminate this Agreement by providing written notice of such withdrawal and termination to the Transmission Provider within ~~ten (10) days~~20 Business Days of receiving such estimate. If Project Developer fails to pay such amounts, then Transmission Provider shall deem this Agreement to be terminated and withdrawn. If the CustomerProject Developer withdraws its CustomerProject Developer Request and terminates this Agreement prior to the completion of the modeling, studies or analysis work, CustomerProject Developer agrees to pay actual costs of the modeling, studies or analysis performed up until the time of such request to withdraw and terminate.

CONFIDENTIALITY

8. CustomerProject Developer agrees to provide all information requested by the Transmission Provider necessary to complete the required modeling, studies or analysis. Subject to paragraph 9 of this Agreement and to the extent required by GIP, Section 222 of the PJM Tariff~~[to be determined]~~ (relating to confidentiality of information provided by ~~New Service Customers~~ for purpose of applicability of this paragraph, ~~Customer will be deemed a "New Service Customer"~~), Project Developers, information provided pursuant to this paragraph 8 shall be and remain confidential.
9. Upon completion of all requisite modeling, studies or analysis, the Transmission Provider shall keep confidential all information provided to it by the CustomerProject Developer. Upon completion of the modeling, studies or analysis, the results shall be listed on the Transmission Provider's OASIS to the extent required and, to the extent required by Commission regulations, will be made publicly available upon request, except that the identity of the CustomerProject Developer shall be remain confidential and will not be posted on OASIS.
10. CustomerProject Developer acknowledges that, consistent with the ~~PJM~~ Tariff, the Transmission Provider may contract with consultants, including the Transmission Owners,

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to provide services or expertise in the modeling, studies or analysis process and that the Transmission Provider may disseminate information to the Transmission Owner.

DISCLAIMER OF WARRANTY, LIMITATION OF LIABILITY

11. In modeling, studying or analyzing ~~Customer's~~Project Developer's Request, the Transmission Provider, the Interconnected Transmission Owner(s), and any other subcontractors employed by the Transmission Provider shall have to rely on information provided by the ~~Customer~~Project Developer and possibly by third-parties and may not have control over the accuracy of such information. Accordingly, NEITHER THE TRANSMISSION PROVIDER, THE ~~INTERCONNECTED~~—TRANSMISSION OWNER(S), NOR ANY OTHER SUBCONTRACTOR EMPLOYED BY THE TRANSMISSION PROVIDER MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, WHETHER ARISING BY OPERATION OF LAW, COURSE OF PERFORMANCE OR DEALING, CUSTOM, USAGE IN THE TRADE OR PROFESSION, OR OTHERWISE, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO THE ACCURACY, CONTENT, OR CONCLUSIONS, OF THE MODELING, STUDIES OR ANALYSIS. The ~~Customer~~Project Developer acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder. Neither this Agreement, nor any modeling, studies or analysis prepared hereunder is intended, nor shall either be interpreted, to constitute agreement by the Transmission Provider or the ~~Interconnected~~—Transmission Owner(s) to provide any interconnection service to or on behalf of the ~~Customer~~Project Developer at this point in time or in the future.

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12. ~~Customer~~Project Developer agrees that in no event will the Transmission Provider, ~~Interconnected~~ Transmission Owner(s) or other subcontractors employed by the Transmission Provider be liable for indirect, special, incidental, punitive, or consequential damages of any kind including loss of profits, whether under this Agreement or otherwise, even if the Transmission Provider, ~~Interconnected~~—Transmission Owner(s), or other subcontractors employed by the Transmission Provider have been advised of the possibility

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of such a loss. Nor shall the Transmission Provider, ~~Intereonected~~ Transmission Owner(s), or other subcontractors employed by the Transmission Provider be liable for any delay in delivery or of the non-performance or delay in performance of the Transmission Provider's obligations under this Agreement or otherwise.

Without limitation of the foregoing, ~~Customer~~Project Developer further agrees that ~~Intereonected~~ Transmission Owner(s) and other subcontractors employed by the Transmission Provider to prepare or assist in the preparation of any modeling, studies or analysis arising out of the ~~Customer~~Project Developer Request shall be deemed third party beneficiaries of this provision entitled "Disclaimer of Warranty/Limitation of Liability."

ASSIGNMENT

13. No Party herein shall assign its rights or delegate its duties, or any part of such rights or duties, under this Agreement without the written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed. Any such assignment or delegation made without such written consent shall be null and void. A Party may make an assignment in connection with the sale, merger, or transfer of a substantial portion or all of its properties which it owns, so long as the assignee in such a sale, merger, or transfer assumes in writing all rights, duties and obligations arising under this Agreement.

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MISCELLANEOUS

~~14. Unless otherwise provided in this Agreement, any notice, demand or request required or permitted to be given by either Party to the other and any instrument required or permitted to be tendered or delivered by either Party in writing to the other shall be effective when delivered and may be so given, tendered or delivered, by recognized national courier, or by depositing the same with the United States Postal Service with postage prepaid, for delivery by certified or registered mail, addressed to the Party, or personally delivered to the Party, at the address set forth below:~~

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~~Transmission Provider
General Counsel~~

~~14. Any notice or request made to or by either party regarding this Agreement shall be made to the representative of the other party as indicated below. Transmission Provider~~

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PJM Interconnection, L.L.C.
2750 Monroe Blvd.
Audubon, PA 19403

Customer

interconnectionagreementnotices@pjm.com

Project Developer

[Insert Customer Project Developer Notice Info]

Either Party may change the notice information in this Agreement by giving five (5) Business Days written notice prior to the effective date of the change.

15. Subject to any necessary regulatory acceptance, this Agreement shall become effective on the date that it is executed by all Parties, or, if this Agreement is filed with Federal Energy Regulatory Commission (“FERC”) unexecuted, upon the date specified by the FERC.

16. Breach:

a. A breach of this Agreement shall include:

- i. The failure to pay any amount when due;
- ii. The failure to comply with any material term or condition of this Agreement or the PJM Tariff, including but not limited to any material breach of a representation, warranty or covenant made in this Agreement;
- iii. Assignment of this Agreement in a manner inconsistent with the terms of this Agreement;
- iv. Failure of CustomerProject Developer to provide information or data required to be provided pursuant to this Agreement in order for Transmission Provider to perform the modeling, studies or analysis associated with this Agreement.

b. Notice of Breach:

A Party not in breach shall give written notice of an event of breach to the breaching Party. Such notice shall set forth, in reasonable detail, the nature of the breach, and

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where known and applicable, the steps necessary to cure such breach. A Party that commits a Breach and does not take steps to cure the Breach pursuant to this section 16 automatically in Default of this Agreement, and its project and this Agreement shall be deemed terminated and withdrawn. Transmission Provider shall take all necessary steps to effectuate this termination, including submitted the necessary filings with FERC.

c. Cure of Breach or Termination Pursuant to Breach:

~~i. The breaching Party~~ Except for the event of Breach set forth in section 16.a.i above, the Breaching Party (a) may cure the breach within thirty (30) days of the time the Non-Breaching Party sends from the receipt of such notice of breach.

~~ii. If, or (b) if the breach cannot be cured within thirty (30) days from receipt of such notice of breach, then within thirty (30) days from receipt of such notice of breach, the breaching Party and the Party not in breach may agree in writing to a detailed plan that it is reasonable and appropriate for the breaching Party to execute in order to cure the breach. If the breaching Party and the Party not in breach do agree in writing to a detailed plan that it is reasonable and appropriate for the breaching Party to pursue in order to cure the breach, the breaching Party shall diligently pursue such detailed plan to completion. If the breaching Party does not diligently pursue such detailed plan to completion, the non-breaching Party may terminate this Agreement., may commence in good faith all steps that are reasonable and appropriate to cure the Breach within such thirty (30) day time period and thereafter diligently pursue such action to completion pursuant to a plan to cure, which shall be developed and agreed to in writing by the Interconnection Parties. Such agreement shall not be unreasonably withheld.~~

~~iii. A non-breaching Party may terminate this Agreement if a Party that commits a breach does not cure such breach within thirty (30) days from the receipt of a breach notice or take steps to cure such breach as set forth in section 16 (c)(ii) above.~~

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ii. In an event of Breach set forth in section 16.a.i, the Breaching Interconnection Party shall may cure the Breach within five (5) days from the receipt of notice of the Breach. If the Breaching Interconnection Party is the Project Developer, and the Project Developer fails to pay an amount due within five (5) days from the receipt of notice of the Breach, Transmission Provider may use Security to cure such Breach. If Transmission Provider uses Security to cure such Breach, Project Developer shall be in automatic Default and its project and this Agreement shall be deemed terminated and withdrawn.

17. In addition to Section 16 above, this Agreement may be terminated by the following means:

- a. By Mutual Consent: This Agreement may be terminated as of the date on which the Parties mutually agree to terminate this Agreement.
- b. By ~~Customer~~Project Developer: The ~~Customer~~Project Developer may unilaterally terminate this Agreement in accordance with the terms set forth in section 7 of this Agreement or pursuant to Applicable Laws and Regulations upon providing Transmission Provider thirty (30) days prior written notice thereof, provided that ~~Customer~~Project Developer is not in breach under this Agreement.
- c. By Transmission Provider: Transmission Provider may unilaterally terminate this Agreement in accordance with the Applicable Laws and Regulations upon providing ~~Customer~~Project Developer thirty (30) days prior written notice thereof.

18. No waiver by either Party of one or more breaches by the other in performance of any of the provisions of this Agreement shall operate or be construed as a waiver of any other or further breach, whether of a like or different character.

19. This Agreement or any part thereof may not be amended, modified or waived other than by a writing signed by all Parties hereto. In the event an amendment is desired, Transmission Provider, consistent with Tariff, Part IX, section 1, Transmission Provider shall tender an agreement to amend. No later than fifteen (15) Business Days after Transmission Provider's tender for execution of such agreement, Project Developer shall either: (i) execute the agreement; or (ii) request in writing dispute resolution as allowed under Tariff, Part I, section 12 or, if concerning the Regional Transmission Expansion Plan, consistent with Operating Agreement, Schedule 5, or that the agreement be filed

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unexecuted with the Commission. Such agreement shall be deemed be terminated and withdrawn if Project Developer fails to comply with these requirements. Following execution by Project Developer, Transmission Provider shall either: (i) execute the agreement; or (ii) request in writing dispute resolution as allowed under Tariff, Part I, section 12 or, if concerning the Regional Transmission Expansion Plan, consistent with Operating Agreement, Schedule 5. Transmission Provider may also file the agreement with FERC in unexecuted form.

Parties acknowledge that, subsequent to execution of this agreement, errors may be corrected by replacing the page of the agreement containing the error with a corrected page, as agreed to and signed by the parties without modifying or altering the original date of execution or obligations contained therein.

20. This Agreement shall be binding upon the Parties hereto, their heirs, executors, administrators, successors and assigns.

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21. This Agreement shall not be construed as an application for service under Part II or Part III of the PJM-Tariff.

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22. The provisions of ~~Part IV~~ the GIP of the PJM Tariff are incorporated herein and made a part hereof.

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23. Governing Law, Regulatory Authority and Rules: ~~The validity, This Agreement shall be deemed a contract made under, and the~~ interpretation and ~~enforcement~~ performance of this Agreement and each of its provisions shall be governed ~~by the~~ and construed in accordance with, the applicable Federal and/or laws of the State of Delaware without regard to ~~conflict~~ conflicts of law ~~principles~~ laws provisions that would apply the laws of another jurisdiction. This Agreement is subject to all Applicable Laws and Regulations. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders or regulations of a Governmental Authority.

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24. No Third-party Beneficiaries: This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations,

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associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and where permitted, their assigns.

25. Multiple Counterparts: This Agreement 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. ~~Facsimile or other electronic transmission of any signed original document and/or retransmission of any signed facsimile or other electronic transmission will be deemed the same as delivery of an original. A facsimile or portable document format (e.g., "pdf") signature page shall constitute an original for all purposes.~~

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26. No Partnership: The Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership, obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

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27. Severability: If any provision of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other Governmental Authority, (1) such portion or provision shall be deemed separate and independent, (2) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling, and (3) the remainder of this Agreement shall remain in full force and effect.

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28. Reservation of Rights: The Transmission Provider shall have the right to make a unilateral filing with FERC to implement or modify this Agreement with respect to any rates, terms and conditions, charges, classifications of service, rule or regulation under section 205 or any other applicable provision of the Federal Power Act and FERC's rules and regulations thereunder, and the CustomerProject Developer shall have the right to make a unilateral filing with FERC to modify this Agreement under any applicable provision of the Federal Power Act and FERC's rules and regulations; provided that each Party shall have the right

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to protest any such filing by the other Party and participate fully in any proceeding before FERC in which such modifications may be considered. Nothing in this Agreement shall limit the rights of the Parties or of FERC under sections 205 or 206 of the Federal Power Act and FERC's rules and regulations, except to the extent that the Parties otherwise agree as provided herein.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective authorized officials. By each individual signing below, each represents to the other that they are duly authorized to sign on behalf of that company and have the actual and/or apparent authority to bind the respective company to this Agreement.

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

By: _____
Name Title Date

Printed name of signer: _____

CustomerProject Developer: [Insert CustomerProject Developer Name]

By: _____
Name Title Date

Printed name of signer: _____

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ATTACHMENT A

INFORMATION TO BE SUPPLIED BY ~~CUSTOMER~~PROJECT DEVELOPER

Name of Interconnection ~~Customer~~Project Developer (as it will appear in the **ISAGIA**):

Name of the ~~Generating~~ Facility:

Location of the ~~Generating~~ Facility:

Company name:

Address:

City, State, Zip Code:

Legal Notices:

Company name:

Address:

City, State, Zip Code:

Attn:

Phone:

Email:

Tax ID for the ~~Generating~~ Facility:

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Maximum Facility Output:

Capacity Interconnection Rights

Description of the equipment configuration (as it is to appear in the **ISAGIA**):

Requested effective date of the **ISAGIA** (if other than upon execution by all parties, e.g., to coincide with the termination of a PPA):

Provide **CustomerGenerating** Facility Location/Site Plan (generally, an aerial photo with cross streets labeled and the **CustomerGenerating** Facility pinpointed in red):

Provide one-line diagram of the **CustomerGenerating** Facility and clearly indicate Point of Interconnection and the Point of Change of Ownership:

Provide a list of metering equipment and indicate ownership of same:

Addendum 1

Insert Customer Project Developer Name Site Overview

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Addendum 2

[Insert Customer Project Developer Name] One Line Diagram

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