

GDF SUEZ

March 16, 2015

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

VIA FEDERAL EXPRESS

Pennsylvania Public Utility Commission
400 North Street
Keystone Building
Harrisburg, PA 17120
Attn: Commission Secretary

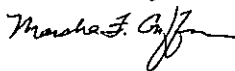
RE: GDF SUEZ ENERGY RESOURCES NA, INC. - LICENSE NO. A-110156 – DOCKET ~~M-2010-2157431~~

2015 PROOF AS REGISTRATION WITH PJM AS LOAD-SERVING ENTITY (LSE)

In accordance with the above-referenced docket, all licensed EGS's that provide retail electric supply must annually provide proof of registration as a PJM load serving entity (LSE). GDF Suez, as a licensed supplier in the State of Pennsylvania, hereby submits its proof of registration with PJM as a load serving entity (LSE).

If you have any questions or require any additional information, please contact me via email at marsha.griffin@gdfsuezna.com.

Regards,



Marsha Frost Griffin

Paralegal
1990 Post Oak Blvd., Suite 1900
Houston, Texas 77056
www.gdfsuezenenergyresources.com

cc: VIA FEDERAL EXPRESS

Pennsylvania Public Utility Commission
400 North Street
Keystone Building
Harrisburg, PA 17120
Attn: John Miller, Bureau of Technical Utility Services

RELIABILITY ASSURANCE AGREEMENT

Among

LOAD SERVING ENTITIES

in the

PJM REGION

RELIABILITY ASSURANCE AGREEMENT

RELIABILITY ASSURANCE AGREEMENT, dated as of this 1st day of June, 2007 by and among the entities set forth in Schedule 17 hereto, hereinafter referred to collectively as the "Parties" and individually as a "Party."

WITNESSETH:

WHEREAS, each Party to this Agreement is a Load Serving Entity within the PJM Region;

WHEREAS, each Party is committing to share its Capacity Resources with the other Parties to reduce the overall reserve requirements for the Parties while maintaining reliable service; and

WHEREAS, each Party is committing to provide mutual assistance to the other Parties during Emergencies;

WHEREAS, each Party is committing to coordinate its planning of Capacity Resources to satisfy the Reliability Principles and Standards;

WHEREAS, the Parties previously have entered into similar commitments related to sub-regions of the PJM Region through the East RAA, the West RAA, or the South RAA;

WHEREAS, the Parties desire, on a phased basis, to replace the East RAA, West RAA, and South RAA with a single reliability assurance agreement among all Load-Serving Entities in the PJM Region; and

NOW THEREFORE, for and in consideration of the covenants and mutual agreements set forth herein and intending to be legally bound hereby, the Parties agree as follows:

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Issued By: Craig Glazer
Vice President, Federal Government Policy
Issued On: September 29, 2006

Effective: June 1, 2007

ARTICLE 1 -- DEFINITIONS

Unless the context otherwise specifies or requires, capitalized terms used herein shall have the respective meanings assigned herein or in the Schedules hereto for all purposes of this Agreement (such definitions to be equally applicable to both the singular and the plural forms of the terms defined). Unless otherwise specified, all references herein to Articles, Sections or Schedules, are to Articles, Sections or Schedules of this Agreement. As used in this Agreement:

1.1 Agreement shall mean this Reliability Assurance Agreement, together with all Schedules hereto, as amended from time to time.

1.2 Applicable Regional Reliability Council shall have the same meaning as in the PJM Tariff.

1.3 Base Residual Auction shall have the same meaning as in Attachment DD to the PJM Tariff.

1.4 Behind The Meter Generation shall mean a generating unit that delivers energy to load without using the Transmission System or any distribution facilities (unless the entity that owns or leases the distribution facilities consented to such use of the distribution facilities and such consent has been demonstrated to the satisfaction of the Office of the Interconnection; provided, however, that Behind The Meter Generation does not include (i) at any time, any portion of such generating unit's capacity that is designated as a Capacity Resource or (ii) in any hour, any portion of the output of such generating unit that is sold to another entity for consumption at another electrical location or into the PJM Interchange Energy Market.

1.5 Black Start Capability shall mean the ability of a generating unit or station to go from a shutdown condition to an operating condition and start delivering power without assistance from the power system.

1.6 Capacity Emergency Transfer Objective ("CETO") shall mean the amount of electric energy that a given area must be able to import in order to remain within a loss of load expectation of one event in 25 years when the area is experiencing a localized capacity emergency, as determined in accordance with the PJM Manuals. Without limiting the foregoing, CETO shall be calculated based in part on EFOR_D determined in accordance with Paragraph C of Schedule 5.

1.7 Capacity Emergency Transmission Limit ("CETL") shall mean the capability of the transmission system to support deliveries of electric energy to a given area experiencing a localized capacity emergency as determined in accordance with the PJM Manuals.

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1.8 Capacity Resources shall mean megawatts of (i) net capacity from existing or Planned Generation Capacity Resources meeting the requirements of Schedules 9 and 10 that are or will be owned by or contracted to a Party and that are or will be committed to satisfy that Party's obligations under this Agreement for a Delivery Year; (ii) net capacity from existing or Planned Generation Capacity Resources within the PJM Region not owned or contracted for by a Party which are accredited to the PJM Region pursuant to the procedures set forth in Schedules 9 and 10; and (iii) load reduction capability provided by Demand Resources or ILR that are accredited to the PJM Region pursuant to the procedures set forth in Schedule 6.

1.9 Capacity Transfer Right shall have the meaning specified in Attachment DD to the PJM Tariff.

1.10 Control Area shall mean an electric power system or combination of electric power systems bounded by interconnection metering and telemetry to which a common generation control scheme is applied in order to:

(a) match the power output of the generators within the electric power system(s) and energy purchased from entities outside the electric power system(s), with the load within the electric power system(s);

(b) maintain scheduled interchange with other Control Areas, within the limits of Good Utility Practice;

(c) maintain the frequency of the electric power system(s) within reasonable limits in accordance with Good Utility Practice and the criteria of NERC and Applicable Regional Reliability Councils;

(d) maintain power flows on transmission facilities within appropriate limits to preserve reliability; and

(e) provide sufficient generating capacity to maintain operating reserves in accordance with Good Utility Practice.

1.11 Daily Unforced Capacity Obligation shall have the meaning set forth in Schedule 8 or, as to an FRR Entity, in Schedule 8.1.

1.12 Delivery Year shall mean a Planning Period for which a Capacity Resource is committed pursuant to the auction procedures specified in Attachment DD to the Tariff or pursuant to an FRR Capacity Plan.

1.13 Demand Resource shall mean a resource with a demonstrated capability to provide a reduction in demand or otherwise control load in accordance with the requirements of Schedule 6 that offers and that clears load reduction capability in a Base Residual Auction or Incremental Auction or that is committed through an FRR Capacity Plan. As set forth in Schedule 6, a Demand Resource may be an existing demand response resource or a Planned Demand Resource.

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1.14 **Demand Resource Provider** shall have the meaning specified in Attachment DD to the PJM Tariff.

1.15 **DR Factor** shall mean that factor approved from time to time by the PJM Board used to determine the unforced capacity value of a Demand Resource or ILR in accordance with Schedule 6.

1.16 **East RAA** shall mean that certain Reliability Assurance Agreement among Load-Serving Entities in the PJM Region, PJM Rate Schedule FERC No. 27.

1.17 **Electric Cooperative** shall mean an entity owned in cooperative form by its customers that is engaged in the generation, transmission, and/or distribution of electric energy.

1.18 **Electric Distributor** shall mean an entity that owns or leases with rights equivalent to ownership electric distribution facilities that are providing electric distribution service to electric load within the PJM Region.

1.19 **Emergency** shall mean (i) an abnormal system condition requiring manual or automatic action to maintain system frequency, or to prevent loss of firm load, equipment damage, or tripping of system elements that could adversely affect the reliability of an electric system or the safety of persons or property; or (ii) a fuel shortage requiring departure from normal operating procedures in order to minimize the use of such scarce fuel; or (iii) a condition that requires implementation of emergency procedures as defined in the PJM Manuals.

1.20 **End-Use Customer** shall mean a Member that is a retail end-user of electricity within the PJM Region.

1.21 **Facilities Study Agreement** shall have the same meaning as in the PJM Tariff.

1.22 **FERC** shall mean the Federal Energy Regulatory Commission or any successor federal agency, commission or department.

1.23 **Firm Point-To-Point Transmission Service** shall mean Firm Transmission Service provided pursuant to the rates, terms and conditions set forth in Part II of the PJM Tariff.

1.24 **Firm Transmission Service** shall mean transmission service that is intended to be available at all times to the maximum extent practicable, subject to an Emergency, an unanticipated failure of a facility, or other event beyond the control of the owner or operator of the facility or the Office of the Interconnection.

1.25 **Fixed Resource Requirement Alternative or FRR Alternative** shall mean an alternative method for a Party to satisfy its obligation to provide Unforced Capacity hereunder, as set forth in Schedule 8.1 to this Agreement.

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1.26 **Forecast Pool Requirement** shall mean the amount equal to one plus the unforced reserve margin (stated as a decimal number) for the PJM Region required pursuant to this Agreement, as approved by the PJM Board pursuant to Schedule 4.1.

1.27 **Forecast RTO ILR Obligation** shall have the same meaning as in the PJM Tariff.

1.28 **Forecast Zonal ILR Obligation** shall have the same meaning as in the PJM Tariff.

1.29 **FRR Capacity Plan** shall mean a long-term plan for the commitment of Capacity Resources to satisfy the capacity obligations of a Party that has elected the FRR Alternative, as more fully set forth in Schedule 8.1 to this Agreement.

1.30 **FRR Entity** shall mean, for the duration of such election, a Party that has elected the FRR Alternative hereunder.

1.31 **FRR Service Area** shall mean (a) the service territory of an IOU as recognized by state law, rule or order; (b) the service area of a Public Power Entity or Electric Cooperative as recognized by franchise or other state law, rule, or order; or (c) a separately identifiable geographic area that is: (i) bounded by wholesale metering, or similar appropriate multi-site aggregate metering, that is visible to, and regularly reported to, the Office of the Interconnection, or that is visible to, and regularly reported to an Electric Distributor and such Electric Distributor agrees to aggregate the load data from such meters for such FRR Service Area and regularly report such aggregated information, by FRR Service Area, to the Office of the Interconnection; and (ii) for which the FRR Entity has or assumes the obligation to provide capacity for all load (including load growth) within such area excluding the load of Single-Customer LSEs that are FRR Entities. In the event that the service obligations of an Electric Cooperative or Public Power Entity are not defined by geographic boundaries but by physical connections to a defined set of customers, the FRR Service Area in such circumstances shall be defined as all customers physically connected to transmission or distribution facilities of such Electric Cooperative or Public Power Entity within an area bounded by appropriate wholesale aggregate metering as described above.

1.32 **Full Requirements Service** shall mean wholesale service to supply all of the power needs of a Load Serving Entity to serve end-users within the PJM Region that are not satisfied by its own generating facilities.

1.33 **Generation Capacity Resource** shall mean a generation unit, or the right to capacity from a specified generation unit, that meets the requirements of Schedules 9 and 10 of this Agreement. A Generation Resource may be an existing Generation Resource or a Planned Generation Resource.

1.34 **Generation Owner** shall mean a Member that owns or leases with rights equivalent to ownership facilities for the generation of electric energy that are located within the

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PJM Region. Purchasing all or a portion of the output of a generation facility shall not be sufficient to qualify a Member as a Generation Owner.

1.35 **Generator Forced Outage** shall mean an immediate reduction in output or capacity or removal from service, in whole or in part, of a generating unit by reason of an Emergency or threatened Emergency, unanticipated failure, or other cause beyond the control of the owner or operator of the facility, as specified in the relevant portions of the PJM Manuals. A reduction in output or removal from service of a generating unit in response to changes in market conditions shall not constitute a Generator Forced Outage.

1.36 **Generator Maintenance Outage** shall mean the scheduled removal from service, in whole or in part, of a generating unit in order to perform repairs on specific components of the facility, if removal of the facility qualifies as a maintenance outage pursuant to the PJM Manuals.

1.37 **Generator Planned Outage** shall mean the scheduled removal from service, in whole or in part, of a generating unit for inspection, maintenance or repair with the approval of the Office of the Interconnection in accordance with the PJM Manuals.

1.38 **Good Utility Practice** shall mean any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather is intended to include acceptable practices, methods, or acts generally accepted in the region.

1.39 **ILR Provider** shall have the meaning specified in Attachment DD to the PJM Tariff.

1.40 **Incremental Auction** shall mean the First Incremental Auction, the Second Incremental Auction, or the Third Incremental Auction, each as defined in Attachment DD to the PJM Tariff.

1.41 **Interconnection Agreement** shall have the same meaning as in the PJM Tariff.

1.42 **Interruptible Load for Reliability, or ILR**, shall mean a resource with a demonstrated capability to provide a reduction in demand or otherwise control load in accordance with the requirements of Schedule 6 that is certified by PJM no later than three months prior to a Delivery Year.

1.43 **IOU** shall mean an investor-owned utility with substantial business interest in owning and/or operating electric facilities in any two or more of the following three asset categories: generation, transmission, distribution.

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1.44 **Load Serving Entity or LSE** shall mean any entity (or the duly designated agent of such an entity), including a load aggregator or power marketer, (i) serving end-users within the PJM Region, and (ii) that has been granted the authority or has an obligation pursuant to state or local law, regulation or franchise to sell electric energy to end-users located within the PJM Region. Load Serving Entity shall include any end-use customer that qualifies under state rules or a utility retail tariff to manage directly its own supply of electric power and energy and use of transmission and ancillary services.

1.45 **Locational Reliability Charge** shall mean the charge determined pursuant to Schedule 8.

1.46 **Markets and Reliability Committee** shall mean the committee established pursuant to the Operating Agreement as a Standing Committee of the Members Committee.

1.47 **Member** shall mean an entity that satisfies the requirements of Sections 1.24 and 11.6 of the PJM Operating Agreement. In accordance with Article 4 of this Agreement, each Party to this Agreement also is a Member.

1.48 **Members Committee** shall mean the committee specified in Section 8 of the PJM Operating Agreement composed of the representatives of all the Members.

1.49 **NERC** shall mean the North American Electric Reliability Council or any successor thereto.

1.50 **Network Resources** shall have the meaning set forth in the PJM Tariff.

1.51 **Network Transmission Service** shall mean transmission service provided pursuant to the rates, terms and conditions set forth in Part III of the PJM Tariff or transmission service comparable to such service that is provided to a Load Serving Entity that is also a Transmission Owner (as that term is defined in the PJM Tariff).

1.52 **Nominated Demand Resource Value** shall have the meaning specified in Attachment DD to the PJM Tariff.

1.53 **Nominated ILR Value** shall have the meaning specified in Attachment DD to the PJM Tariff.

1.54 **Non-Retail Behind the Meter Generation** shall mean Behind the Meter Generation that is used by municipal electric systems, electric cooperatives, and electric distribution companies to serve load.

1.55 **Obligation Peak Load** shall have the meaning specified in Schedule 8 of this Agreement.

Issued By: Craig Glazer
Vice President, Federal Government Policy
Issued On: November 19, 2007

Effective: January 19, 2008

1.56 **Office of the Interconnection** shall mean the employees and agents of PJM Interconnection, L.L.C., subject to the supervision and oversight of the PJM Board, acting pursuant to the Operating Agreement.

1.57 **Operating Agreement of PJM Interconnection, L.L.C. or Operating Agreement** shall mean that certain agreement, dated April 1, 1997 and as amended and restated June 2, 1997 and as amended from time to time thereafter, among the members of the PJM Interconnection, L.L.C.

1.58 **Operating Reserve** shall mean the amount of generating capacity scheduled to be available for a specified period of an operating day to ensure the reliable operation of the PJM Region, as specified in the PJM Manuals.

1.59 **Other Supplier** shall mean a Member that is (i) a seller, buyer or transmitter of electric capacity or energy in, from or through the PJM Region, and (ii) is not a Generation Owner, Electric Distributor, Transmission Owner or End-Use Customer.

1.60 **Partial Requirements Service** shall mean wholesale service to supply a specified portion, but not all, of the power needs of a Load Serving Entity to serve end-users within the PJM Region that are not satisfied by its own generating facilities.

1.61 **Percentage Internal Resources Required** shall mean, for purposes of an FRR Capacity Plan, the percentage of the LDA Reliability Requirement for an LDA that must be satisfied with Capacity Resources located in such LDA.

1.62 **Party** shall mean an entity bound by the terms of this Agreement.

1.63 **PJM** shall mean the PJM Board and the Office of the Interconnection.

1.64 **PJM Board** shall mean the Board of Managers of the PJM Interconnection, L.L.C., acting pursuant to the Operating Agreement.

1.65 **PJM Manuals** shall mean the instructions, rules, procedures and guidelines established by the Office of the Interconnection for the operation, planning and accounting requirements of the PJM Region.

1.66 **PJM Open Access Transmission Tariff or PJM Tariff** shall mean the tariff for transmission service within the PJM Region, as in effect from time to time, including any schedules, appendices, or exhibits attached thereto.

1.67 **PJM Region** shall have the same meaning as provided in the Operating Agreement.

1.68 **PJM Region Installed Reserve Margin** shall mean the percent installed reserve margin for the PJM Region required pursuant to this Agreement, as approved by the PJM Board pursuant to Schedule 4.1.

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Vice President, Federal Government Policy
Issued On: September 29, 2006

Effective: June 1, 2007

1.69 **Planned Demand Resource** shall mean a Demand Resource that does not currently have the capability to provide a reduction in demand or to otherwise control load, but that is scheduled to be capable of providing such reduction or control on or before the start of the Delivery Year for which such resource is to be committed, as determined in accordance with the requirements of Schedule 6.

1.70 **Planned Generation Capacity Resource** shall mean a Generation Capacity Resource participating in the generation interconnection process under part IV, subpart A of the PJM Tariff, for which Interconnection Service is scheduled to commence on or before the first day of the Delivery Year for which such resource is to be committed, for which a System Impact Study Agreement has been executed prior to the Base Residual Auction for such Delivery Year, and for which an Interconnection Service Agreement has been executed prior to any Incremental Auction for such Delivery Year. A Generation Capacity Resource shall cease to be considered a Planned Generation Capacity Resource as of the date that Interconnection Service commences, in accordance with Part IV of the PJM Tariff, as to such resource.

1.71 **Planning Period** shall mean the 12 months beginning June 1 and extending through May 31 of the following year, or such other period approved by the Members Committee.

1.72 **Public Power Entity** shall mean any agency, authority, or instrumentality of a state or of a political subdivision of a state, or any corporation wholly owned by any one or more of the foregoing, that is engaged in the generation, transmission, and/or distribution of electric energy.

1.73 **Qualifying Transmission Upgrades** shall have the meaning specified in Attachment DD to the PJM Tariff.

1.74 **Markets and Reliability Committee** shall mean the committee established pursuant to the Operating Agreement as a Standing Committee of the Members Committee.

1.75 **Reliability Principles and Standards** shall mean the principles and standards established by NERC or an Applicable Regional Reliability Council to define, among other things, an acceptable probability of loss of load due to inadequate generation or transmission capability, as amended from time to time.

1.76 **Required Approvals** shall mean all of the approvals required for this Agreement to be modified or to be terminated, in whole or in part, including the acceptance for filing by FERC and every other regulatory authority with jurisdiction over all or any part of this Agreement.

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Vice President, Federal Government Policy
Issued On: February 8, 2008

Effective: April 8, 2008

1.77 Self-Supply shall have the meaning provided in Attachment DD to the PJM Tariff.

1.78 Single-Customer LSE shall mean a Party that (a) serves only retail customers that are Affiliates of such Party; (b) owns or controls generation facilities located at one or more of the retail customer location(s) that in the aggregate satisfy at least 50% of such Party's Unforced Capacity obligations; and (c) serves retail customers having (i) an Obligation Peak Load at all locations of no less than 100 MW, where such peak load of each such location is no less than 10 MW; or (ii) an Obligation Peak Load at each location served of no less than 25 MW.

1.79 South RAA shall mean that certain Reliability Assurance Agreement among Load-Serving Entities in the PJM South Region, on file with FERC as PJM Rate Schedule FERC No. 40.

1.80 State Consumer Advocate shall mean a legislatively created office from any State, all or any part of the territory of which is within the PJM Region, and the District of Columbia established, inter alia, for the purpose of representing the interests of energy consumers before the utility regulatory commissions of such states and the District of Columbia and the FERC.

1.81 State Regulatory Structural Change shall mean as to any Party, a state law, rule, or order that, after September 30, 2006, initiates a program that allows retail electric consumers served by such Party to choose from among alternative suppliers on a competitive basis, terminates such a program, expands such a program to include classes of customers or localities served by such Party that were not previously permitted to participate in such a program, or that modifies retail electric market structure or market design rules in a manner that materially increases the likelihood that a substantial proportion of the customers of such Party that are eligible for retail choice under such a program (a) that have not exercised such choice will exercise such choice; or (b) that have exercised such choice will no longer exercise such choice, including for example, without limitation, mandating divestiture of utility-owned generation or structural changes to such Party's default service rules that materially affect whether retail choice is economically viable.

1.82 Threshold Quantity shall mean, as to any FRR Entity for any Delivery Year, the sum of (a) the Unforced Capacity equivalent (determined using the Pool-Wide Average EFOR₆) of the Installed Reserve Margin for such Delivery Year multiplied by the Preliminary Forecast Peak Load for which such FRR Entity is responsible under its FRR Capacity Plan for such Delivery Year, plus (b) the lesser of (i) 3% of the Unforced Capacity amount determined in (a) above or (ii) 450 MW. If the FRR Entity is not responsible for all load within a Zone, the Preliminary Forecast Peak Load for such entity shall be the FRR Entity's Obligation Peak Load last determined prior to the Base Residual Auction for such Delivery Year, times the Base FRR Scaling Factor (as determined in accordance with Schedule 8.1).

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Issued On: September 29, 2006

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1.83 Transmission Facilities shall mean facilities that: (i) are within the PJM Region; (ii) meet the definition of transmission facilities pursuant to FERC's Uniform System of Accounts or have been classified as transmission facilities in a ruling by FERC addressing such facilities; and (iii) have been demonstrated to the satisfaction of the Office of the Interconnection to be integrated with the PJM Region transmission system and integrated into the planning and operation of the PJM Region to serve all of the power and transmission customers within the PJM Region.

1.84 Transmission Owner shall mean a Member that owns or leases with rights equivalent to ownership Transmission Facilities. Taking transmission service shall not be sufficient to qualify a Member as a Transmission Owner.

1.85 Transmission Owners Agreement shall mean that certain Consolidated Transmission Owners Agreement, dated as of December 15, 2005 and as amended from time to time, among transmission owners within the PJM Region.

1.86 Unforced Capacity shall mean installed capacity rated at summer conditions that is not on average experiencing a forced outage or forced derating, calculated for each Capacity Resource on the 12-month period from October to September without regard to the ownership of or the contractual rights to the capacity of the unit.

1.87 West RAA shall mean the "PJM West Reliability Assurance Agreement among the Load Serving Entities in the PJM West Region," on file with FERC as PJM Rate Schedule FERC No. 32.

1.88 Zonal Capacity Price shall mean the price of Unforced Capacity in a Zone that an LSE that has not elected the FRR Alternative is obligated to pay for a Delivery Year as determined pursuant to Attachment DD to the PJM Tariff.

1.89 Zone shall mean an area within the PJM Region, as set forth in Schedule 15, or as such areas may be (i) combined as a result of mergers or acquisitions or (ii) added as a result of the expansion of the boundaries of the PJM Region. A Zone shall include any Non-Zone Network Load (as defined in the PJM Tariff) located outside the PJM Region that is served from such Zone under Schedule H-A of the PJM Tariff.

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Effective: June 1, 2007

ARTICLE 2 -- PURPOSE

This Agreement is intended to ensure that adequate Capacity Resources, including planned and existing Generation Capacity Resources, planned and existing Demand Resources, and ILR will be planned and made available to provide reliable service to loads within the PJM Region, to assist other Parties during Emergencies and to coordinate planning of such resources consistent with the Reliability Principles and Standards. Further, it is the intention and objective of the Parties to implement this Agreement in a manner consistent with the development of a robust competitive marketplace. To accomplish these objectives, this Agreement is among all of the Load Serving Entities within the PJM Region. Unless this Agreement is terminated as provided in Section 3.3, every entity which is or will become a Load Serving Entity within the PJM Region is to become and remain a Party to this Agreement or to an agreement (such as a requirements supply agreement) with a Party pursuant to which that Party has agreed to act as the agent for the Load Serving Entity for purposes of satisfying the obligations under this Agreement related to the load within the PJM Region of that Load Serving Entity. Nothing herein is intended to abridge, alter or otherwise affect the emergency powers the Office of the Interconnection may exercise under the Operating Agreement and PJM Tariff.

ARTICLE 3 -- TERM AND TERMINATION OF THE AGREEMENT

3.1 **Term.** This Agreement shall become effective as of June 1, 2007 and shall govern Unforced Capacity Obligations for the Planning Period beginning as of that date ("Initial Delivery Year"), and for each Planning Period thereafter, unless and until terminated in accordance with the terms hereof.

3.2 **Transition Provisions.** The East RAA, West RAA, and South RAA shall govern, in accordance with their terms now in effect or as hereafter validly amended, capacity requirements for each Planning Period through the end of the Planning Period ending May 31, 2007. Subject to the termination provisions in each such agreement, the East RAA, West RAA, and South RAA shall terminate effective 11:59:59 p.m. on May 31, 2007.

3.3 **Termination.**

3.3.1 **Rights to Terminate.** This Agreement may be terminated by a vote in the Members Committee to terminate the Agreement by an affirmative Sector Vote as specified in the Operating Agreement and upon the receipt of all Required Approvals related to the termination of this Agreement. Any such termination must be approved by the PJM Board and filed with the FERC and shall become effective only upon the FERC's approval.

3.3.2 **Obligations upon Termination.** Any provision of this Agreement that expressly or by implication comes into or remains in force following the termination of this Agreement shall survive such termination. The surviving provisions shall include, but shall not be limited to: (a) final settlement of the obligations of each Party under Articles 8 and 12 of this Agreement, including the accounting for the period ending with the last day of the month for which the Agreement is effective, (b) the provisions of this Agreement necessary to conduct final billings, collections and accounting with respect to all matters arising hereunder and (c) the indemnification provisions as applicable to periods prior to such termination.

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Vice President, Federal Government Policy
Issued On: September 29, 2006
Effective: June 1, 2007

ARTICLE 4 -- ADDITION OF NEW PARTIES

Each Party agrees that any entity that (i) is or will become a Load Serving Entity, (ii) complies with the process and data requirements set forth in Schedule 1, and (iii) meets the standards for interconnection set forth in Schedule 2 shall become a Party to this Agreement and shall be listed on Schedule 16 of this Agreement upon becoming a party to the Operating Agreement, and execution of a counterpart of this Agreement.

ARTICLE 5 -- WITHDRAWAL OR REMOVAL OF A PARTY

5.1 **Withdrawal of a Party.**

5.1.1 **Notice.** Upon written notice to the Office of the Interconnection, any Party may withdraw from this Agreement, effective upon the completion of its obligations hereunder and the documentation by such Party, to the satisfaction of the Office of the Interconnection, that such Party is no longer a Load Serving Entity.

5.1.2 **Determination of Obligations.** A Party's obligations hereunder shall be completed as of the end of the last month for which such Party's obligations have been set at the time said notice is received, except as provided in Article 13, or unless the Members Committee determines that the remaining Parties will be able to adjust their obligations and commitments related to the performance of this Agreement consistent with such earlier withdrawal date as may be requested by the withdrawing Party, without undue hardship or cost, while maintaining the reliability of the PJM Region.

5.1.3 **Survival of Obligations upon Withdrawal.** (a) The obligations of a Party upon its withdrawal from this Agreement and any obligations of that Party under this Agreement at the time of its withdrawal shall survive the withdrawal of the Party from this Agreement. Upon the withdrawal of a Party from this Agreement, final settlement of the obligations of such Party under Articles 7 and 11 of this Agreement shall include the accounting through the date established pursuant to Sections 5.1.1 and 5.1.2.

(b) Any Party that withdraws from this Agreement shall pay all costs and expenses associated with additions, deletions and modifications to communication, computer, and other affected facilities and procedures, including any filing fees, to effect the withdrawal of the Party from the Agreement.

(c) Prior to withdrawal, a withdrawing Party desiring to remain interconnected with the PJM Region shall enter into a control area to control area interconnection agreement with the Office of the Interconnection and the transmission owner or Electric Distributor within the PJM Region with which its facilities are interconnected.

Issued By: Craig Glazer
Vice President, Federal Government Policy
Issued On: September 29, 2006
Effective: June 1, 2007

5.1.4 Regulatory Review. Any withdrawal from this Agreement shall be filed with FERC and shall become effective only upon FERC's approval.

5.2 Breach by a Party. If a Party (a) fails to pay any amount due under this Agreement within 30 days after the due date or (b) is in breach of any material obligation under this Agreement, the Office of the Interconnection shall cause a notice of such non-payment or breach to be sent to that Party. If the Party fails, within 3 days of the receipt of such notice (except as otherwise described below), to cure such non-payment or breach, or if the breach cannot be cured within such time and if the Party does not diligently commence to cure the breach within such time and to diligently pursue such cure to completion, the Office of the Interconnection and the remaining Parties may, without an election of remedies, exercise all remedies available at law or in equity or other appropriate proceedings. Such proceedings may include (c) the commencement of a proceeding before the appropriate state regulatory commission(s) to request suspension or revocation of the breaching Party's license or authorization to serve retail load within the state(s) and/or (d) bringing any civil action or actions or recovery of damages that may include, but not be limited to, all amounts due and unpaid by the breaching Party, and all costs and expenses reasonably incurred in the exercise of its remedies hereunder (including, but not limited to, reasonable attorneys' fees).

ARTICLE 6 -- MANAGEMENT ADMINISTRATION

Except as otherwise provided herein, this Agreement shall be managed and administered by the Parties, Members, and State Consumer Advocates through the Members Committee and the Markets and Reliability Committee as a Standing Committee thereof, except as delegated to the Office of the Interconnection and except that only the PJM Board shall have the authority to approve and authorize the filing of amendments to this Agreement with the FERC.

ARTICLE 7 -- RESERVE REQUIREMENTS AND OBLIGATIONS

7.1 Forecast Pool Requirement and Unforced Capacity Obligations. (a) The Forecast Pool Requirement shall be established to ensure a sufficient amount of capacity to meet the forecast load plus reserves adequate to provide for the unavailability of Generation Capacity Resources, load forecasting uncertainty, and planned and maintenance outages. Schedule 4 sets forth guidelines with respect to the Forecast Pool Requirement.

(b) Unless the Party and its customer that is also a Load Serving Entity agree that such customer is to bear direct responsibility for the obligations set forth in this Agreement, (i) any Party that supplies Full Requirements Service to a Load Serving Entity within the PJM Region shall be responsible for all of that Load Serving Entity's capacity obligations under this Agreement for the period of such Full Requirements Service and (ii) any Party that supplies Partial Requirements Service to a Load Serving Entity within the PJM Region shall be responsible for such portion of the capacity obligations of that Load Serving Entity as agreed by the Party and the Load Serving Entity so long as the Load Serving Entity's full capacity obligation under this Agreement is allocated between or among Parties to this Agreement.

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7.2 Responsibility to Pay Locational Reliability Charge. Except to the extent its capacity obligations are satisfied through the FRR Alternative, each Party shall pay, as to the loads it serves in each Zone during a Delivery Year, a Locational Reliability Charge for each such Zone during such Delivery Year. The Locational Reliability Charge shall equal such Party's Daily Unforced Capacity Obligation in a Zone, as determined pursuant to Schedule 8 of this Agreement, times the Final Zonal Capacity Price for such Zone, as determined pursuant to Attachment DD of the PJM Tariff.

7.3 LSE Option to Provide Capacity Resources. A Party obligated to pay a Locational Reliability Charge for a Delivery Year may partially or wholly offset amounts it must pay for such charge by offering Capacity Resources for sale in the Base Residual Auction or Second Incremental Auction, if such auction is held, applicable to such Delivery Year; provided such resources clear such auctions. Resources offered for sale in any such auction must satisfy the requirements specified in this Agreement and the PJM Manuals. Such a Party may choose to nominate a resource in the Base Residual Auction as Self-Supply, may choose to designate a price offer for such resource into any such auction, or may indicate in its offer that it wishes to commit such resource regardless of the clearing price, in which case the Party shall receive the marginal value of system capacity and the price adders for any applicable binding locational constraint in accordance with Attachment DD of the PJM Tariff. Each such Party acknowledges that the clearing price it receives for a resource offered for sale and cleared, or Self-Supplied, in an auction may differ from the Final Zonal Capacity Price determined for the applicable Zone for the applicable Delivery Year, and that the Party shall remain responsible for the Locational Reliability Charge notwithstanding any such difference between the Capacity Resource Clearing Price and the Final Zonal Capacity Price. In addition, such Parties recognize that they may receive an allocation of Capacity Transfer Rights which may offset a portion of the Locational Reliability Charge, and that they may offset a portion of the Locational Reliability Charge by nominating ILR, or by offering and clearing Qualifying Transmission Upgrades in the Base Residual Auction.

7.4 Fixed Resource Requirement Alternative. A Party that is eligible for the Fixed Resource Requirement Alternative may satisfy its obligations hereunder to provide Unforced Capacity by submitting and adhering to an FRR Capacity Plan and meeting all other terms and conditions of such alternative, as set forth in this Agreement.

7.5 Capacity Plans and Deliverability. Each Party electing to provide Capacity Resources to meet its obligations hereunder shall submit to the Office of the Interconnection its plans (or revisions to previously submitted plans), as prescribed by Schedule 7, or, in the case of a Party electing the FRR Alternative, as prescribed by Schedule 8.1, to install or contract for Capacity Resources. As set forth in Schedule 10, each Party must designate its Capacity Resources as Network Resources or Points of Receipt under the PJM Tariff to allow firm delivery of the output of its Capacity Resources to the Party's load within the PJM Region and each Party must obtain any necessary Firm Transmission Service in an amount sufficient to deliver Capacity Resources from outside the PJM Region to the border of the PJM Region to reliably serve the Party's load within the PJM Region.

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7.6 **Nature of Resources.** Each Party electing to Self-Supply resources, or electing the FRR Alternative, shall provide or arrange for specific, firm Capacity Resources that are capable of supplying the energy requirements of its own load on a firm basis without interruption for economic conditions and with such other characteristics that are necessary to support the reliable operation of the PJM Region, as set forth in more detail in Schedules 6, 9 and 10.

7.7 **Compliance Audit of Parties.** (a) For the 36 months following the end of each Planning Period, each Party shall make available the records and supporting information related to the performance of this Agreement from such Planning Period for audit.

(b) The Office of the Interconnection shall evaluate and determine the need for an audit of a Party and shall, upon a decision of the Members Committee to require such an audit, provide the Party or Parties to be audited with notice at least 90 days in advance of the audit.

(c) Any audit of a Party conducted pursuant to this Agreement shall be performed by an independent consultant to be selected by the Office of the Interconnection. Such audit shall include a review of the Party's compliance with the procedures and standards adopted pursuant to this Agreement.

(d) Prior to the completion of its audit, the independent consultant shall review its preliminary findings with the Party being audited and, upon the completion of its audit, the independent consultant shall issue a final audit report detailing the results of the audit, which final report shall be issued to the Party being audited, the Office of the Interconnection and the Markets and Reliability Committee; provided, however, no confidential data of any Party shall be disclosed through such audit reports.

(e) If, based on a final audit report, an adjustment is required to any amounts due to or from the Parties pursuant to Schedules 8, 12, or 13, such adjustment shall be accounted for in determining the amounts due to or from the Parties pursuant to Schedules 8, 12, or 13 for the month in which the adjustment is identified.

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ARTICLE 8 -- DEFICIENCY, DATA SUBMISSION, AND EMERGENCY CHARGES

8.1 **Nature of Charges.** Upon the advice and recommendations of the Members Committee, the PJM Board shall, subject to any Required Approvals, approve certain charges to be imposed on a Party for its failure to satisfy its obligations under this Agreement, as set forth in Schedule 12.

8.2 **Determination of Charge Amounts.** No later than April 1 of each year, the Members Committee shall recommend to the PJM Board such charges to be applicable under this Agreement during the following Planning Period and Schedule 12, which, upon approval by the PJM Board, shall be modified accordingly, subject to the receipt of all Required Approvals. The Markets and Reliability Committee may establish projected charges for estimating purposes only.

8.3 **Distribution of Charge Receipts.** All of the monies received as a result of any charges imposed pursuant to this Agreement shall be disbursed as provided in this Agreement.

ARTICLE 9 -- COORDINATED PLANNING AND OPERATION

9.1 **Overall Coordination.** Each Party shall cooperate with the other Parties in the coordinated planning and operation of their owned or contracted for Capacity Resources to obtain a degree of reliability consistent with the Reliability Principles and Standards. In furtherance of such cooperation each Party shall:

(a) coordinate its Capacity Resource plans with the other Parties to maintain reliable service to its own electric customers and those of the other Parties;

(b) cooperate with the members and associate members of such Party's Applicable Regional Reliability Council to ensure the reliability of the region;

(c) make available its Capacity Resources to the other Parties through the Office of the Interconnection for coordinated operation and to supply the needs of the PJM Region for Operating Reserves;

(d) provide or arrange for Network Transmission Service or Firm Point-to-Point Transmission Service for service to the projected load of the Party and include all Capacity Resources as Network Resources designated pursuant to the PJM Tariff or Points of Receipt for Firm Point-to-Point Transmission Service;

(e) provide or arrange for sufficient reactive capability and voltage control facilities to meet Good Utility Practice and to be consistent with the Reliability Principles and Standards;

(f) implement emergency procedures and take such other coordination actions as may be necessary in accordance with the directions of the Office of the Interconnection in times of Emergencies; and

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(g) maintain or arrange for Black Start Capability for a portion of its Capacity Resources at least equal to that established from time-to-time by the Office of the Interconnection.

9.2 Generator Planned Outage Scheduling. Each Party shall develop, or cause to be developed, its schedules of planned outages of its Capacity Resources. Such schedules of planned outages shall be submitted to the Office of the Interconnection for coordination with the schedules of planned outages of other Parties and anticipated transmission planned outages.

9.3 Data Submissions. Each Party shall submit to the Office of the Interconnection the data and other information necessary for the performance of this Agreement, including its plans for the addition, modification and removal of Capacity Resources, its load forecasts, and such other data set forth in Schedule 11.

9.4 Charges for Failures to Comply. (a) An emergency procedure charge, as set forth in Attachment DD to the PJM Tariff, shall be imposed on any Party that fails to comply with the directions of the Office of the Interconnection pursuant to Section 9.1(f)

(b) A data submission charge, as set forth in Schedule 12, shall be imposed on any Party that fails to submit the data, plans or other information required by this Agreement in a timely or accurate manner as provided in Schedule 11.

9.5 Metering. Each Party shall comply with the metering standards for the PJM Region, as set forth in the PJM Manuals.

ARTICLE 10 -- SHARED COSTS

10.1 Recording and Audit of Costs. (a) Any costs related to the performance of this Agreement, including the costs of the Office of the Interconnection and such other costs that the Members Committee determines are to be shared by the Parties, shall be documented and recorded in a manner acceptable to the Parties.

(b) The Members Committee may require an audit of such costs; provided, however, the cost records shall be available for audit by any Member or State Consumer Advocate, at the sole expense of such Member or State Consumer Advocate, for 36 months following the end of the Planning Period in which the costs were incurred.

10.2 Cost Responsibility. The costs determined under Section 10.1(n) shall be allocated to and recovered from the Parties to this Agreement and other entities pursuant to Schedule 9-5 of the PJM Tariff.

ARTICLE 11 -- BILLING AND PAYMENT

11.1 Periodic Billing. Each Party shall receive a statement periodically setting forth (i) any amounts due from or to that Party as a result of any charges imposed pursuant to this Agreement and (ii) that Party's share of any costs allocated to that Party pursuant to Article 10.

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To the extent practical, such statements are to be coordinated with any billings or statements required pursuant to the Operating Agreement or PJM Tariff.

11.2 Payment. The payment terms and conditions shall be as set forth in the billing statement and shall, to the extent practicable, be the same as those then in effect under the PJM Tariff.

11.3 Failure to Pay. If any Party fails to pay its share of the costs allocated pursuant to Article 10, those unpaid costs shall be allocated to and paid by the other Parties hereto in proportion to the sum of the Daily Unforced Capacity Obligations of each such Party for the billing month. The Office of the Interconnection shall enforce collection of a Party's share of the costs.

ARTICLE 12 -- INDEMNIFICATION AND LIMITATION OF LIABILITIES

12.1 Indemnification. (a) Each Party agrees to indemnify and hold harmless each of the other Parties, its officers, directors, employees or agents (other than PJM Interconnection, L.L.C., its board or the Office of the Interconnection) for all actions, claims, demands, costs, damages and liabilities asserted by third parties against the Party seeking indemnification and arising out of or relating to acts or omissions in connection with this Agreement of the Party from which indemnification is sought, except (i) to the extent that such liabilities result from the willful misconduct of the Party seeking indemnification and (ii) that each Party shall be responsible for all claims of its own employees, agents and servants growing out of any workmen's compensation law. Nothing herein shall limit a Party's indemnity obligations under Article 16 of the Operating Agreement.

(b) The amount of any indemnity payment under this Section 12.1 shall be reduced (including, without limitation, retroactively) by any insurance proceeds or other amounts actually recovered by the Party seeking indemnification in respect of the indemnified actions, claims, demands, costs, damages or liabilities. If any Party shall have received an indemnity payment in respect of an indemnified action, claim, demand, cost, damage, or liability and shall subsequently actually receive insurance proceeds or other amounts in respect of such action, claim, demand, cost, damage, or liability, then such Party shall pay to the Party that made such indemnity payment the lesser of the amount of such insurance proceeds or other amounts actually received and retained or the net amount of the indemnity payments actually received previously.

12.2 Limitations on Liability. No Party will be liable to another Party for any claim for indirect, incidental, special or consequential damage or loss of the other Party including, but not limited to, loss of profits or revenues, cost of capital or financing, loss of goodwill and cost of replacement power arising from such Party's carrying out, or failure to carry out, any obligations contemplated by this Agreement; provided, however, nothing herein shall be deemed to reduce or limit the obligation of any Party with respect to the claims of persons or entities not a party to this Agreement.

12.3 Insurance. Each Party shall obtain and maintain in force such insurance as is required of Load Serving Entities by the states in which it is doing business within the PJM Region.

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ARTICLE 13 – SUCCESSORS AND ASSIGNS

13.1 Binding Rights and Obligations. The rights and obligations created by this Agreement and all Schedules and supplements thereto shall inure to and bind the successors and assigns of the Parties; provided, however, no Party may assign its rights or obligations under this Agreement without the written consent of the Members Committee unless the assignee concurrently becomes the Load Serving Entity with regard to the end-users previously served by the assignor.

13.2 Consequences of Assignment. Upon the assignment of all of its rights and obligations hereunder to a successor consistent with the provisions of Section 13.1, the assignor shall be deemed to have withdrawn from this Agreement.

ARTICLE 14 – NOTICE

Except as otherwise expressly provided herein, any notice required hereunder shall be in writing and shall be sent: overnight courier, hand delivery, teletype or other reliable electronic means to the representative on the Members Committee of such Party at the address for such Party previously provided by such Party to the other Parties. Any notice shall be deemed to have been given (i) upon delivery if given by overnight courier, hand delivery or certified mail or (ii) upon confirmation if given by facsimile or other reliable electronic means.

ARTICLE 15 – REPRESENTATIONS AND WARRANTIES

15.1 Initial Representations and Warranties. Each Party represents and warrants to the other Parties that, as of the date it becomes a Party:

- (a) the Party is duly organized, validly existing and in good standing under the laws of the jurisdiction where organized;
- (b) the execution and delivery by the Party of this Agreement and the performance of its obligations hereunder have been duly and validly authorized by all requisite action on the part of the Party and do not conflict with any applicable law or with any other agreement binding upon the Party. The Agreement has been duly executed and delivered by the Party, and this Agreement constitutes the legal, valid and binding obligation of the Party enforceable against it in accordance with its terms except insofar as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other similar laws affecting the enforcement of creditor's rights generally and by general principles of equity regardless of whether such principles are considered in a proceeding at law or in equity; and
- (c) there are no actions at law, suits in equity, proceedings or claims pending or, to the knowledge of the Party, threatened against the Party before or by any federal, state, foreign or local court, tribunal or governmental agency or authority that might materially delay, prevent or hinder the performance by the Party of its obligations hereunder.

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15.2 Continuing Representations and Warranties. Each Party represents and warrants to the other Parties that throughout the term of this Agreement:

- (a) the Party is a Load Serving Entity;
- (b) the Party satisfies the requirements of Schedule 2;
- (c) the Party is in compliance with the Reliability Principles and Standards;
- (d) the Party is a signatory, or its principals are signatories, to the agreements set forth in Schedule 3;
- (e) the Party is in good standing in the jurisdiction where incorporated; and
- (f) the Party will endeavor in good faith to obtain any corporate or regulatory authority necessary to allow the Party to fulfill its obligations hereunder.

ARTICLE 16 – OTHER MATTERS

16.1 Relationship of the Parties. This Agreement shall not be interpreted or construed to create any association, joint venture, or partnership between or among the Parties or to impose any partnership obligation or partnership liability upon any Party.

16.2 Governing Law. This Agreement shall be interpreted, construed and governed by the laws of the State of Delaware.

16.3 Severability. Each provision of this Agreement shall be considered severable and if for any reason any provision is determined by a court or regulatory authority of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect and shall in no way be affected, impaired or invalidated, and such invalid, void or unenforceable provision shall be replaced with valid and enforceable provision or provisions which otherwise give effect to the original intent of the invalid, void or unenforceable provision.

16.4 Amendment. This Agreement may be amended only by action of the PJM Board. Notwithstanding the foregoing, an Applicant eligible to become a Party in accordance with the procedures set forth in Article 4 shall become a Party by executing a counterpart of this Agreement without the need for execution of such counterpart by any other Party. The PJM Office of the Interconnection shall file with FERC any amendment to this Agreement approved by the PJM Board.

16.5 Headings. The article and section headings used in this Agreement are for convenience only and shall not affect the construction or interpretation of any of the provisions of this Agreement.

16.6 Confidentiality. (a) No Party shall have a right hereunder to receive or review any documents, data or other information of another Party, including documents, data or other

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information provided to the Office of the Interconnection, to the extent such documents, data or information have been designated as confidential pursuant to the procedures adopted by the Office of the Interconnection or to the extent that they have been designated as confidential by another Party; provided, however, a Party may receive and review any composite documents, data and other information that may be developed based on such confidential documents, data or information if the composite document does not disclose any individual Party's confidential data or information.

(b) Notwithstanding anything in this Section to the contrary, if a Party is required by applicable laws, or in the course of administrative or judicial proceedings, to disclose information that is otherwise required to be maintained in confidence pursuant to this Section, that Party may make disclosure of such information; provided, however, that as soon as the Party learns of the disclosure requirement and prior to making disclosure, that Party shall notify the affected Party or Parties of the requirement and the terms thereof and the affected Party or Parties may direct, at their sole discretion and cost, any challenge to or defense against the disclosure requirement and the Party shall cooperate with such affected Parties to the maximum extent practicable to minimize the disclosure of the information consistent with applicable law. Each Party shall cooperate with the affected Parties to obtain proprietary or confidential treatment of such information by the person to whom such information is disclosed prior to any such disclosure.

(c) Any contract with a contractor retained to provide technical support or to otherwise assist with the administration of this Agreement shall impose on that contractor a contractual duty of confidentiality that is consistent with this Section.

16.7 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which together will constitute one instrument, binding upon all parties hereto, notwithstanding that all of such parties may not have executed the same counterpart.

16.8 No Implied Waivers. The failure of a Party to insist upon or enforce strict performance of any of the provisions of this Agreement shall not be construed as a waiver or relinquishment to any extent of such Party's right to assert or rely upon any such provisions, rights and remedies in that or any other instance; rather, the same shall be and remain in full force and effect.

16.9 No Third Party Beneficiaries. This Agreement is intended to be solely for the benefit of the Parties and their respective successors and permitted assigns and is not intended to and shall not confer any rights or benefits on any third party not a signatory hereto.

16.10 Dispute Resolution. Except as otherwise specifically provided in the Operating Agreement, disputes arising under this Agreement shall be subject to the dispute resolution provisions of the Operating Agreement.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

[Signatures]

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SCHEDULE I

PROCEDURES TO BECOME A PARTY

A. Notice

Any entity that is or will become a Load Serving entity within the PJM Region and thus a Party to the Reliability Assurance Agreement shall submit a notice to the Office of the Interconnection together with (i) its representation that it has satisfied or will (prior to the date the Reliability Assurance Agreement is to become effective as to that entity) satisfy the requirements to become a Party, (ii) all data required to coordinate planning and operations within the PJM Region as applicable, in a format defined in the PJM Manuals, and (iii) a deposit in an amount to be specified that will be applied toward the costs of the required analysis.

The required notice, representations, data and deposit must be submitted in sufficient time to conduct an analysis of the data submitted and to adjust the obligations of the Parties for the month in which the entity desires to become a Party:

- If the then existing boundaries of the PJM Region would be expanded by an entity becoming a Party, that entity shall submit the required notice, representation, data and deposit no later than when the entity applies for transmission service under the PJM Tariff.
- If an entity will serve load within the then existing boundaries of the PJM Region, that entity shall submit the required notice, representations, data and deposit as soon as possible prior to the month (i) in which it is to begin serving loads within the PJM Region or (ii) in which any agency relationship through which the entity's obligations under this Agreement had been satisfied is terminated; provided, however, that such submission shall not be required sooner than any request for transmission service or any change in the designation of Network Resources or points of receipt and loads under the PJM Tariff associated with providing service to those loads.

B. Analysis of Data

The notice, representations and data submitted to the Office of the Interconnection are to be analyzed in accordance with procedures consistent with this Agreement and the encouragement of reliable operation of the PJM Region.

C. Response

Upon completion of the analysis, the Office of the Interconnection will inform the entity of (a) the estimated costs and expenses associated with modifications to communication, computer and other facilities and procedures, including any filing fees, needed to include the entity as a Party, (b) the entity's share of any costs pursuant to Article 10, and (c) the earliest

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date upon which the entity could become a Party. In addition, a counterpart of the Agreement shall be forwarded for execution.

D. Agreement by New Party

After receipt of the response from the Office of the Interconnection, the entity shall identify its representative to the Members Committee and Markets and Reliability Committee and execute the counterpart of the Agreement, indicating the desired effective date; provided, however, such effective date shall be the first day of a month, may be no earlier than the date indicated in the response from the Office of the Interconnection and shall be no later than (i) the date on which the entity begins serving loads within the PJM Region or (ii) the termination date of any agency relationship through which its obligations under this Agreement had been satisfied. The executed counterpart of the Agreement, together with payment of its share of any costs then due, shall be returned as directed by the Office of the Interconnection.

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SCHEDULE 2

STANDARDS FOR INTEGRATING AN ENTITY INTO THE PJM REGION

- A. The following standards will be applied by the Office of the Interconnection to determine the eligibility of an entity to become a part of the PJM Region. For an entity to be integrated into the PJM Region it must possess generation and transmission attributes that would enable the entity to share its reserves with other entities in the PJM Region. Appropriate transmission and reliability studies are to be performed to determine the adequate transmission capability necessary to integrate the entity into the PJM Region consistent with Good Utility Practice.
- B. In addition, the entity shall meet the following requirements to be included in the PJM Region:
1. All load, generation and transmission operating as part of the PJM Region's interconnected system must be included within the metered boundaries of the PJM Region.
 2. The entity will accept and comply with the PJM Region's standards with respect to system design, equipment ratings, operating practices and maintenance practices as set forth in the PJM Manuals so that sufficient electrical equipment, control capability, information and communication are available to the Office of the Interconnection for planning and operation of the PJM Region.
 3. The load, generation and transmission facilities of each entity shall be included in the telemetry to the Office of the Interconnection from a 24-hour control center. Each system operator in these control centers must be trained and delegated sufficient authority to take any action necessary to assure that the system for which the operator is responsible is operated in a stable and reliable manner.
 4. Each entity must have compatible operational communication mechanisms, maintained at its expense, to interact with the Office of the Interconnection and for internal requirements.
 5. Each entity must assure the continued compatibility of its local system energy management system monitoring and telecommunications systems to satisfy the technical requirements of interacting with the Office of the Interconnection as it directs the operation of the PJM Region.

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SCHEDULE 3

OTHER AGREEMENTS TO BE EXECUTED BY THE PARTIES

- Any agreement for Network Transmission Service or Firm Point-To-Point Service that is required under the PJM Tariff for service consistent with the requirements of Section 9.1(d); and
- The Operating Agreement.

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SCHEDULE 4

GUIDELINES FOR DETERMINING THE FORECAST POOL REQUIREMENT

A. Objective Of The Forecast Pool Requirement

The Forecast Pool Requirement shall be determined for the specified Planning Periods to establish the level of Capacity Resources that will provide an acceptable level of reliability consistent with the Reliability Principles and Standards.

B. Forecast Pool Requirement and PJM Region Installed Reserve Margin To Be Determined Annually

No later than three months in advance of each Base Residual Auction for a Delivery Year, based on the projections described in section C of this Schedule, and after consideration of the recommendation of the Members Committee, the PJM Board shall establish the Forecast Pool Requirement, including the PJM Region Installed Reserve Margin for all Parties, including FRR Entities, for such Delivery Year. Unless otherwise agreed by the PJM Board, the Forecast Pool Requirement and PJM Region Installed Reserve Margin for such Planning Period shall be considered firm and not subject to re-determination thereafter.

C. Methodology

Each year, the Forecast Pool Requirement for at least each of the next five Planning Periods shall be projected by applying suitable probability methods to the data and forecasts provided by the Parties and obtained from Electric Distributors, as described in Schedule 11, the Operating Agreement and in the PJM Manuals. The projection of the Forecast Pool Requirement shall consider the following data and forecasts as necessary:

1. Seasonal peak load forecasts for each Planning Period as calculated by PJM in accordance with the PJM Manuals reflecting (a) load forecasts with a 50 percent probability of being too high or too low and (b) summer peak diversities determined by the Office of the Interconnection from recent experience.
2. Forecasts of aggregate seasonal load shape of the Parties which are consistent with forecast averages of 52 weekly peak loads prepared by the Parties and obtained from Electric Distributors for their respective systems.
3. Variability of loads within each week, due to weather and other recurring and random factors, as determined by the Office of the Interconnection.
4. Generating unit capability and types for every existing and proposed unit.
5. Generator Forced Outage rates for existing mature generating units, as determined by the Office of the Interconnection, based on data submitted by the Parties for their respective systems, from recent experience, and for immature and proposed

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units based upon forecast rates related to unit types, capabilities and other pertinent characteristics.

6. Generator Maintenance Outage factors and planned outage schedules as determined by the Office of the Interconnection based on forecasts and historical data submitted by the Parties for their respective systems.
7. Miscellaneous adjustments to capacity due to all causes, as determined by the Office of the Interconnection, based on forecasts submitted by the Parties for their respective systems.
8. The emergency capacity assistance available as a function of interconnections of the PJM Region with other Control Areas, as limited by the capacity benefit margin considered in the determination of available transfer capability and the probable availability of generation in excess of load requirements in such areas.

D. Capacity Benefit Margin

The capacity benefit margin initially shall be 3,500 megawatts. Periodically, in consultation with the Members Committee, the Office of the Interconnection shall review and modify, if necessary, the capacity benefit margin to balance external emergency capacity assistance and internal installed capacity reserves so as to minimize the total cost of the capacity reserves of the Parties, consistent with the Reliability Principles and Standards. The Office of the Interconnection will reflect such modification prospectively in its development of the Forecast Pool Requirement for future Planning Periods.

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SCHEDULE 4.1

DETERMINATION OF THE FORECAST POOL REQUIREMENT

A. Based on the guidelines set forth in Schedule 4, the Forecast Pool Requirement shall be determined as set forth in this Schedule 4.1 on an unforced capacity basis.

$$FPR = (1 + IRM/100) * (1 - \text{Pool-wide average } EFOR_D/100)$$

where

average $EFOR_D$ = the average equivalent demand forced outage rate for the PJM Region, stated in percent and determined in accordance with Section B hereof

IRM = the PJM Region Installed Reserve Margin approved by the PJM Board for that Planning Period, stated in percent. Studies by the Office of the Interconnection to determine IRM shall not exclude outages that are deemed to be outside plant management control under NERC guidelines.

B. The PJM Region equivalent demand forced outage rate ("average $EFOR_D$ ") shall be determined as the capacity weighted $EFOR_D$ for all units expected to serve loads within the PJM Region during the Delivery Year, as determined pursuant to Schedule 5.

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**SCHEDULE 5
FORCED OUTAGE RATE CALCULATION**

A. The equivalent demand forced outage rate ("EFOR_D") shall be calculated as follows:

$$EFOR_D (\%) = \{(f_f * FOH + f_p * EFPOH) / (SH + f_f * FOH)\} * 100$$

where

f_f = full outage factor
 f_p = partial outage factor
FOH = full forced outage hours
EFPOH = equivalent forced partial outage hours
SH = service hours

B. Calculation of $EFOR_D$ for individual Generation Capacity Resources.

For each Delivery Year, $EFOR_D$ shall be calculated at least one month prior to the start of the Third Incremental Auction for: (i) each Generation Capacity Resource for which a sell offer will be submitted in such Third Incremental Auction; and (ii) each Generation Capacity Resource previously committed to serve load in such Delivery Year pursuant to an FRR Capacity Plan or prior auctions for such Delivery Year. Such calculation shall be based upon such resource's service history in the twelve (12) consecutive months ending September 30 last preceding such auction. Historical data shall be based on official reports of the Parties under rules and practices set forth in the PJM Manuals. Such rate shall also include (i) an adjustment, if any, for capacity unavailable due to energy limitations determined in accordance with definitions and criteria set forth in the PJM Manuals and (ii) any other adjustments approved by the Members Committee to adjust the parameters of a designated unit. For purposes of the calculations under this Paragraph B, outages deemed to be outside plant management control in accordance with NERC guidelines shall not be considered.

1. The $EFOR_D$ of a unit in service twelve or more full calendar months prior to the calculation month shall be the average rate experienced by such unit during the twelve-month period specified above. Historical data shall be based on official reports of the Parties under rules and practices set forth in the PJM Manuals.

2. The $EFOR_D$ of a unit in service at least one full calendar month but less than the twelve-month period specified above shall be the average of the $EFOR_D$ experienced by the unit weighted by full months of service, and the class average rate for units with that capability and of that type weighted by a factor of [(twelve) minus (the number of months the unit was in service)]. Historical data shall be based on official reports of the Parties under rules and practices set forth in the PJM Manuals.

C. Calculation of average $EFOR_D$ for the PJM Region

The forecast average $EFOR_D$ for the PJM Region in a Delivery Year shall be the average of the forced outage rates, weighted for unit capability and expected time in service.

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attributable to all of the Generation Capacity Resources within the PJM Region, that are planned to be in service during the Delivery Year, including Generation Capacity Resources purchased from specified units and excluding Generation Capacity Resources sold outside the PJM Region from specified units. Such rate shall also include (i) an adjustment, if any, for capacity unavailable due to energy limitations determined in accordance with definitions and criteria set forth in the PJM Manuals and (ii) any other adjustments developed by the Office of Interconnection and maintained in the PJM Manuals to adjust the parameters of a designated unit when such parameters are or will be used to determine a future PJM Region reserve requirement and such adjustment is required to more accurately predict the future performance of such unit in light of extraordinary circumstances. For the purposes of this Schedule, the average EFOR_D shall be the average of the capacity-weighted EFOR_Ds of all units committed to serve load in the PJM Region; and for purposes of the EFOR_D calculations under this Paragraph C for any Delivery Year beginning after May 31, 2010, outages deemed to be outside plant management control in accordance with NERC guidelines shall not be considered. All rates shall be in percent.

1. The EFOR_D of a unit not yet in service or which has been in service less than one full calendar year at the time of forecast shall be the class average rate for units with that capability and of that type, as estimated and used in the calculation of the Forecast Pool Requirement.
2. The EFOR_D of a unit in service five or more full calendar years at the time of forecast shall be the average rate experienced by such unit during the five most recent calendar years. Historical data shall be based on official reports of the Parties under rules and practices developed by the Office of Interconnection and maintained in the PJM Manuals.
3. The EFOR_D of a unit in service at least one full calendar year but less than five full calendar years at the time of the forecast shall be determined as follows:

Full Calendar
Years of Service

1	One-fifth the rate experienced during the calendar year, plus four-fifths the class average rate.
2	Two-fifths the average rate experienced during the two calendar years, plus three-fifths the class average rate.
3	Three-fifths the average rate experienced during the three calendar years, plus two-fifths the class average rate.
4	Four-fifths the average rate experienced during the four calendar years, plus one-fifth the class average rate.

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SCHEDULE 6

PROCEDURES FOR DEMAND RESOURCES AND ILR

- A. Parties can partially or wholly offset the amounts payable for the Locational Reliability Charge with Demand Resources or ILR that are operated under the direction of the Office of the Interconnection. FRR Entities may reduce their capacity obligations with Demand Resources that are operated under the direction of the Office of the Interconnection and detailed in such entity's FRR Capacity Plan. Demand Resources qualifying under the criteria set forth below may be offered for sale or designated as Self-Supply in the Base Residual Auction, included in an FRR Capacity Plan, or offered for sale in any Incremental Auction, for any Delivery Year for which such resource qualifies. In addition, resources qualifying under the criteria set forth below may be certified as ILR on behalf of a Party that has not elected the FRR Alternative for a Delivery Year no later than three months prior to the first day of such Delivery Year. Qualified Demand Resources and ILR generally fall in one of three categories, i.e., Guaranteed Load Drop, Firm Service Level, or Direct Load Control, as further specified in section H and the PJM Manuals. Qualified Demand Resources and ILR may be provided by a Demand Resource Provider or ILR Provider (hereinafter, "Provider"), notwithstanding that such Provider is not a Party to this Agreement. Such Providers must satisfy the requirements in section I and the PJM Manuals.
 1. A Party must formally notify, in accordance with the requirements of the PJM Manuals and paragraph G of this schedule as applicable, the Office of the Interconnection of the Demand Resource or ILR that it is placing under the direction of the Office of the Interconnection.
 2. A Party must agree to reserve, for interruption at the direction of the Office of the Interconnection, at least 10 interruptions per Planning Period.
 3. The Demand Resource or ILR must be available during the summer period of June through September in the corresponding Delivery Year to be certified, offered for sale or Self-Supplied in an auction, or included as a Demand Resource in an FRR Capacity Plan for the corresponding Delivery Year.
 4. A period of no more than 2 hours prior notification must apply to interruptible customers.
 5. The initiation of load interruption, upon the request of the Office of the Interconnection, must be within the authority of the dispatchers of the Party. No additional approvals should be required.
 6. The initiation of load reduction upon the request of the Office of the Interconnection is considered an emergency action and must be implementable prior to a voltage reduction.

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7. A Party must agree to reserve interruptions of at least 6-hour duration. As a minimum, such 6-hour duration for interruptions should be available on weekdays during the 8-hour daily peak window for the appropriate season. There will be no credit given to Parties who choose to provide interruption less than 6 hours and/or exclusive of the above time period.
 8. An entity offering for sale, designating for self-supply, or including in any FRR Capacity Plan any Planned Demand Resource must demonstrate, in accordance with standards and procedures set forth in the PJM Manuals, that such resource shall have the capability to provide a reduction in demand, or otherwise control load, on or before the start of the Delivery Year for which such resource is committed. Providers of Planned Demand Resources must provide a timeline including the milestones, which demonstrates to PJM's satisfaction that the Planned Demand Resources will be available for the start of the Delivery Year, 45 days prior to a Base Residual Auction, First Incremental or Second Incremental Auction. PJM may verify the Provider's adherence to the timetable at any time including, but not limited to, 30 days prior to the First or Third Incremental Auctions.
 9. Selection of a Demand Resource in an RPM Auction results in commitment of capacity to the PJM Region. Demand Resources that are so committed must be registered to participate in the Full Program Option of the Emergency Load Response program and thus available for dispatch during PJM-declared emergency events.
- B. The Unforced Capacity value of a Demand Resource and ILR will be determined as:

the product of the Nominated Value of the Demand Resource, or the Nominated Value of the ILR, times the DR Factor, times the Forecast Pool Requirement. Nominated Values shall be determined and reviewed in accordance with sections J and K, respectively, and the PJM Manuals. The DR Factor is a factor established by the PJM Board with the advice of the Members Committee to reflect the increase in the peak load carrying capability in the PJM Region due to Demand Resources and ILR. Peak load carrying capability is defined to be the peak load that the PJM Region is able to serve at the loss of load expectation defined in the Reliability Principles and Standards. The DR Factor is the increase in the peak load carrying capability in the PJM Region due to Demand Resources and ILR, divided by the total Nominated Value of Demand Resources and ILR in the PJM Region. The DR Factor will be determined using an analytical program that uses a probabilistic approach to determine reliability. The determination of the DR Factor will consider the reliability of Demand Resources and ILR, the number of interruptions, and the total amount of load reduction.

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- C. Demand Resources offered and cleared in a Base Residual or Incremental Auction shall receive the corresponding Capacity Resource Clearing Price as determined in such auction, in accordance with Attachment DD of the PJM Tariff. If Demand Resource data is not available on an individual LDA basis in a Zone with multiple LDAs, then Demand Resources will be paid a Weighted Zonal Resource Clearing Price, determined as follows: (i) for a Zone that includes non-overlapping LDAs, calculated as the weighted average of the Resource Clearing Prices for such LDAs, weighted by the Unforced Capacity of Resources Cleared (including capacity receiving Resource Make Whole Payments) in each such LDA; or (ii) for a Zone that contains a smaller LDA within a larger LDA, calculated treating the smaller LDA and the remaining portion of the larger LDA as if they were separate LDAs, and weight-averaging in the same manner as (i) above.
- D. Certified ILR resources shall receive the Adjusted Zonal Capacity Price, less the amount paid in CTR credits per MW of load in the Zone in which such resource is offered, in accordance with Attachment DD of the PJM Tariff.
- E. The Party, Electric Distributor, Demand Resource Provider, or ILR Provider that establishes a contractual relationship (by contract or tariff rate) with a customer for load reductions is entitled to receive the compensation specified in sections C and D for a committed Demand Resource or certified ILR, notwithstanding that such provider is not the customer's energy supplier.
- F. Any Party hereto shall demonstrate that its Demand Resources or ILR performed during periods when load management procedures were invoked by the Office of the Interconnection. The Office of the Interconnection shall adopt and maintain rules and

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procedures for verifying the performance of such resources, as set forth in section L and the PJM Manuals. In addition, committed Demand Resources and certified ILR that do not comply with the directions of the Office of the Interconnection to reduce load during an emergency shall be subject to the penalty charge set forth in Attachment DD to the PJM Tariff.

G. Parties may elect to place Demand Resources associated with Behind The Meter Generation under the direction of the Office of the Interconnection for a Delivery Year by submitting a Sell Offer for such resource (as Self Supply, or with an offer price) in the Base Residual Auction for such Delivery Year. This election shall remain in effect for the entirety of such Delivery Year. In the event such an election is made, such Behind The Meter Generation will not be netted from load for the purposes of calculating the Daily Unforced Capacity Obligations under this Agreement.

II. PJM recognizes three types of Demand Resource and ILR:

Direct Load Control (DLC) – Load management that is initiated directly by the Provider's market operations center or its agent, employing a communication signal to cycle equipment (typically water heaters or central air conditioners). DLC programs are qualified based on load research and customer subscription data. Providers may rely on the results of load research studies identified in the PJM Manuals to set the per-participant load reduction for DLC programs. Each Provider relying on DLC load management must periodically update its DLC switch operability rates, in accordance with the PJM Manuals.

Firm Service Level (FSL) – Load management achieved by a customer reducing its load to a pre-determined level (the Firm Service Level), upon notification from the Provider's market operations center or its agent.

Guaranteed Load Drop (GLD) – Load management achieved by a customer reducing its load by a pre-determined amount (the Guaranteed Load Drop), upon notification from the Provider's market operations center or its agent. Typically, the load reduction is achieved through running customer-owned backup generators, or by shutting down process equipment.

For each type of Demand Resource and ILR above, there can be two notification periods:

Step 1 (Short Lead Time) – Demand Resource or ILR which must be fully implemented in one hour or less from the time the PJM dispatcher notifies the market operations center of a curtailment event.

Step 2 (Long Lead Time) – Demand Resource or ILR which requires more than one hour but no more than two hours, from the time the PJM dispatcher notifies the market operations center of a curtailment event, to be fully implemented.

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I. Each Provider must satisfy (or contract with another LSE, Provider, or EDC to provide) the following requirements:

- A point of contact with appropriate backup to ensure single call notification from PJM and timely execution of the notification process;
- supplemental status reports, detailing Demand Resources and ILR available, as requested by PJM;
- Entry of customer-specific Demand Resource and ILR credit information, for planning and verification purposes, into the designated PJM electronic system.
- Customer-specific compliance and verification information for each PJM-initiated Demand Resource or ILR event, as well as aggregated Provider load drop data for Provider-initiated events, in accordance with established reporting guidelines.
- Load drop estimates for all Demand Resource or ILR events, prepared in accordance with the PJM Manuals.

J. The Nominated Value of each Demand Resource or ILR shall be determined consistent with the process for determination of the capacity obligation for the customer.

The Nominated Value for a Firm Service Level customer will be based on the peak load contribution for the customer, as determined by the SCP methodology utilized to determine other ICAP obligation values. The maximum Demand Resource or ILR load reduction value for a Firm Service Level customer will be equal to Peak Load Contribution – Firm Contract Level adjusted for system losses.

The Nominated Value for a Guaranteed Load Drop customer will be the guaranteed load drop amount, adjusted for system losses, as established by the customer's contract with the Provider. The maximum credit nominated shall not exceed the customer's Peak Load Contribution.

The Nominated Value for a Direct Load Control program will be based on load research and customer subscription. The maximum value of the program is equal to the approved per-participant load reduction multiplied by the number of active participants, adjusted for system losses. The per-participant impact is to be estimated at long-term average local weather conditions at the time of the summer peak.

Customer-specific Demand Resource or ILR information (EDC account number, peak load, notification period, etc.) will be entered into the designated PJM electronic system to establish credit values. Additional data may be required, as defined in sections K and L.

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- K. Nominated Values shall be reviewed based on documentation of customer-specific data and Demand Resource or ILR information, to verify the amount of load management available, and to set a maximum allowable Nominated Value. Data is provided by both the zone EDC and the Provider on templates supplied by PJM, and must include the EDC meter number or other unique customer identifier, Peak Load Contribution (SCP), contract firm service level or guaranteed load drop values, applicable loss factor, zone/area location of the load drop, LSE contact information, number of active participants, etc. Such data must be uploaded and approved prior to submission of a Sell Offer for such resource as a Demand Resource, or certification of such resource as ILR. Providers must provide this information concurrently to host EDCs.

For Firm Service Level and Guaranteed Load Drop customers, the SCP values, for the zone and affected customers, will be adjusted to reflect an "unrestricted" peak for a zone, based on information provided by the Provider. Load drop levels shall be estimated in accordance with guidelines in the PJM Manuals.

For Direct Load Control programs, the Provider must provide information detailing the number of active participants in each program. Other information on approved DLC programs will be provided by PJM.

- L. Compliance is the process utilized to review Provider performance during PJM-initiated Demand Resource and ILR events. The process establishes potential under/over compliance values for the Provider. Compliance is event based, i.e., compliance is verified only if an event occurs between June and September.

PJM will establish and communicate reasonable deadlines for the timely submittal of event data to expedite compliance reviews. Compliance reviews will be completed as soon after the event as possible, with the expectation that reviews of a single event will be completed within two months of the end of the month in which the event took place. Providers are responsible for the submittal of compliance information to PJM for each PJM-initiated event during the compliance period. Compliance for Direct Load Control programs will consider only the transmission of the control signal. Providers are required to report the time period (during the Demand Resource and ILR event) that the control signal was actually sent. Compliance is checked on an individual customer basis for FSL, by comparing actual load during the event to the firm service level. Providers must submit actual customer load levels (for the event period) for the compliance report. Compliance is checked on an individual customer basis for GLD, by comparing actual load dropped during the event to the nominated amount of load drop. Providers must submit actual loads and comparison loads for the compliance hours. Comparison loads

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must be developed from the guidelines in the PJM Manuals, and note which method was employed.

Compliance is averaged over the full hours of a Demand Resource and ILR event, for each customer or DLC program. Demand Resource or ILR customers may not reduce their load below zero (i.e., export energy into the system). No compliance credit will be given for an incremental load drop below zero. Compliance will be totaled over all FSL and GLD customers and DLC programs to determine a net compliance position for the event for each Provider by Zone, separately for each RPM auction in which such Provider offered a Demand Resource that cleared, and for any ILR certified for such Provider. Deficiencies shall be as further determined in accordance with section 11 of Schedule DD to the PJM Tariff.

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SCHEDULE 7

PLANS TO MEET OBLIGATIONS

- A. Each Party that elects to meet its estimated obligations for a Delivery Year by Self-Supply of Capacity Resources shall submit to the Office of the Interconnection, no later than one month prior to the start of the Base Residual Auction for such Delivery Year, its plans for such Capacity Resources, including (1) installation of Generation Capacity Resources (2) purchases, and (3) installation of Demand Resources or ILR.
- B. The Capacity Resource plans of each Party shall indicate the nature and current status of each resource, including the status of a Planned Generation Capacity Resource or Planned Demand Resource, the potential for deactivation or retirement of a Generation Capacity Resource or Demand Resource, and the status of commitments for each sale or purchase of capacity included in its plans. The Office of the Interconnection will review the adequacy of the submissions hereunder both as to timing and content.
- C. A Party that Self-Supplies Capacity Resources to satisfy its obligations for a Delivery Year must submit a Sell Offer as to such resource in the Base Residual Auction for such Delivery Year, in accordance with Attachment DD to the PJM Tariff.
- D. If, at any time after the close of the Third Incremental Auction for a Delivery Year, including at any time during such Delivery Year, a Capacity Resource that a Party has committed as a Self-Supplied Capacity Resource becomes physically incapable of delivering capacity or reducing load, the Party may submit a replacement Capacity Resource to the Office of the Interconnection. Such replacement Capacity Resource (1) may not be previously committed for such Delivery Year, (2) shall be capable of providing the same quantity of megawatts of capacity or load reduction as the originally committed Capacity Resource, and (3) shall be located in the same Locational Deliverability Area, if applicable, as the originally committed resource. In accordance with Attachment DD to the PJM Tariff, the Office of the Interconnection shall determine the acceptability of the replacement Capacity Resource.

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SCHEDULE 8

DETERMINATION OF UNFORCED CAPACITY OBLIGATIONS

- A. For each billing month during a Delivery Year, the Daily Unforced Capacity Obligation of a Party that has not elected the FRR Alternative for such Delivery Year shall be determined on a daily basis for each Zone as follows:

Daily Unforced Capacity Obligation = OPL x Final Zonal RPM Scaling Factor x FPR

Where:

OPL = Obligation Peak Load, defined as the daily summation of the weather-adjusted coincident summer peak, last preceding the Delivery Year, of the end-users in such Zone (net of operating Behind The Meter Generation, but not to be less than zero) for which such Party was responsible on that billing day, as determined in accordance with the procedures set forth in the PJM Manuals

Final Zonal RPM Scaling Factor = the factor determined as set forth in sections B and C of this Schedule

FPR = the Forecast Pool Requirement

Netting of Behind the Meter Generation for a Party with regard to Non-Retail Behind the Meter Generation shall be subject to the following limitation:

For the 2006/2007 Planning Period, 100 percent of the operating Non-Retail Behind the Meter Generation shall be netted, provided that the total amount of Non-Retail Behind the Meter Generation in the PJM Region does not exceed 1500 megawatts ("Non-Retail Threshold"). For each Planning Period/Delivery Year thereafter, the Non-Retail threshold shall be proportionately increased based on load growth in the PJM Region but shall not be greater than 3000 megawatts. Load growth shall be determined by the Office of the Interconnection based on the most recent forecasted weather-adjusted coincident summer peak for the PJM Region divided by the weather-adjusted coincident peak for the previous summer for the same area. After the load growth factor is applied, the Non-Retail Threshold will be rounded up or down to the nearest whole megawatt and the rounded number shall be the Non-Retail Threshold for the current Planning Period and the base amount for calculating the Non-Retail Threshold for the succeeding planning period. If the Non-Retail Threshold is exceeded, the amount of operating Non-Retail Behind the Meter Generation that a Party may net shall be adjusted according to the following formula:

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Party Netting Credit = (NRT / PJM NRBTMG) * Party Operating NRBTMG

Where: NRBTMG is Non-Retail Behind the Meter Generation

NRT is the Non-Retail Threshold

PJM NRBTMG is the total amount of Non-Retail Behind the Meter Generation in the PJM Region

The total amount of Non-Retail Behind the Meter Generation that is eligible for netting in the PJM Region is 3000 megawatts. Once this 3000 megawatt limit is reached, any additional Non-Retail Behind the Meter Generation which operates in the PJM Region will be ineligible for netting under this section.

In addition, the Party NRBTMG Netting Credit shall be adjusted pursuant to Schedule 16 of this Agreement, if applicable.

A Party shall be required to report to PJM such information as is required to facilitate the determination of its NRBTMG Netting Credit in accordance with the procedures set forth in the PJM Manuals.

- B. Following the Base Residual Auction for a Delivery Year, the Office of the Interconnection shall determine the Base Zonal RPM Scaling Factor and the Base Zonal Unforced Capacity Obligation for each Zone for such Delivery Year as follows:

Base Zonal Unforced Capacity Obligation = (ZWNSP * Base Zonal RPM Scaling Factor * FPR) + Forecast Zonal ILR Obligation

and

Base Zonal RPM Scaling Factor = $ZPLDY / ZWNSP \times \{RUCO / (RPLDY \times FPR)\}$

Where:

ZPLDY = Preliminary Zonal Peak Load Forecast for such Delivery Year

ZWNSP = Zonal Weather-Normalized Summer Peak for the summer season concluding four years prior to the commencement of such Delivery Year

RUCO = the RTO Unforced Capacity Obligation satisfied in the Base Residual Auction for such Delivery Year.

RPLDY = RTO Preliminary Peak Load Forecast for such Delivery Year.

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For purposes of such determination, PJM shall determine the Preliminary RTO Peak Load Forecast, and the Preliminary Zonal Peak Load Forecasts for each Zone, in accordance with the PJM Manuals for each Delivery Year no later than one month prior to the Base Residual Auction for such Delivery Year. PJM shall determine the Final RTO and Zonal Peak Load Forecasts in accordance with the PJM Manuals for each Delivery Year no later than one month prior to the Second Incremental Auction for such Delivery Year; provided, however, that if the Second Incremental Auction is not conducted, the Preliminary RTO and Zonal Peak Load Forecasts for the Delivery Year shall be the Final RTO and Zonal Peak Load Forecasts, respectively, for such year. PJM shall determine the most recent Weather Normalized Summer Peak for each Zone no later than seven months prior to the start of the Delivery Year, and shall calculate the RTO Weather Normalized Summer Peak as the sum of the Weather Normalized Summer Peaks for all Zones.

- C. The Final RTO Unforced Capacity Obligation for a Delivery Year shall be equal to the sum of (i) the unforced capacity obligations satisfied through the Base Residual Auction and the Second Incremental Auction, if held, and (ii) the Forecast RTO ILR Obligation for such Delivery Year. The Final Zonal Unforced Capacity Obligation shall be equal to the sum of (i) the Base Zonal Unforced Capacity Obligation, and (ii) the unforced capacity obligation satisfied in the Second Incremental Auction times (the increase in the Final Zonal Peak Load Forecast from the Preliminary Zonal Peak Load Forecast divided by the increase in the RTO Final Peak Load Forecast from the RTO Preliminary Peak Load Forecast). If a Second Incremental Auction is not conducted, the Final Zonal Unforced Capacity Obligation shall be equal to the Base Zonal Unforced Capacity Obligation. The Final Zonal RPM Scaling Factor shall be equal to the Final Zonal Unforced Capacity Obligation divided by (FPR times the Zonal Weather Normalized Summer Peak for the summer concluding prior to the commencement of such Delivery Year).

- D. 1. No later than five months prior to the start of each Delivery Year, the Electric Distributor for a Zone shall allocate the most recent Weather Normalized Summer Peak for such Zone to determine the Obligation Peak Load for each end-use customer within such Zone.

2. During the Delivery Year, no later than 36 hours prior to the start of each operating day, the Electric Distributor shall provide to PJM for each Party to this Agreement serving load in such Electric Distributor's Zone the Obligation Peak Load for all end-use customers served by such Party in such Zone. The daily Unforced Capacity Obligation of a Party for such Operating Day shall not be subject to change thereafter.

3. For purposes of such allocations, the daily sum of the Obligation Peak Loads of all Parties serving load in a Zone must equal the Zonal Obligation Peak Load for such Zone.

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SCHEDULE B.1

FIXED RESOURCE REQUIREMENT ALTERNATIVE

A. The Fixed Resource Requirement ("FRR") Alternative provides an alternative means, under the terms and conditions of this Schedule, for an eligible Load-Serving Entity to satisfy its obligation hereunder to commit Unforced Capacity to ensure reliable service to loads in the PJM Region.

B. Eligibility

1. Except as provided in subsection B.3 below, a Party is eligible to select the FRR Alternative if it (a) is an IOU, Electric Cooperative, or Public Power Entity; and (b) demonstrates the capability to satisfy the Unforced Capacity obligation for all load in an FRR Service Area, including all expected load growth in such area, for the term of such Party's participation in the FRR Alternative.

2. A Party eligible under B.1 above may select the FRR Alternative only as to all of its load in the PJM Region; provided however, that a Party may select the FRR Alternative for only part of its load in the PJM Region if (a) the Party elects the FRR Alternative for all load (including all expected load growth) in one or more FRR Service Areas; (b) the Party complies with the rules and procedures of the Office of the Interconnection and all relevant Electric Distributors related to the metering and reporting of load data and settlement of accounts for separate FRR Service Areas; and (c) the Party separately allocates its Capacity Resources to and among FRR Service Areas in accordance with rules specified in the PJM Manuals.

3. Single Customer LSEs as identified in accordance with subsection B.3.a below shall be eligible to elect the FRR Alternative upon the terms and conditions of this Schedule and the following additional terms and conditions. The aggregate Obligation Peak Load of all Single Customer LSEs electing the FRR Alternative in the PJM Region shall not exceed 1000 MW.

- a) Single-Customer LSEs eligible for the FRR Alternative shall be limited to those that elected the FRR Alternative on or before April 1, 2008. The Office of the Interconnection, as necessary, shall establish and post in the PJM Manuals open-season procedures to apportion the maximum allowed service under the FRR Alternative among interested Single-Customer LSEs.
- b) The Single-Customer LSE must install and maintain wholesale metering at each location that is monitored by, and regularly reported to, the Office of the Interconnection.
- c) Each Single-Customer LSE warrants that (i) it has and shall maintain and enforce the contract right during the term of its election of the FRR Alternative to prohibit

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its retail customer(s) from terminating service from the Single-Customer LSE and obtaining such service from a different LSE; and (ii) it has and shall maintain for such term Financial Security or a Corporate Guaranty, both as defined in Attachment Q to the PJM Tariff, in an amount sufficient to cover any charge assessed under subsection B.3.c. A Single-Customer LSE will not violate its requirement under this subsection in the event that the retail customer terminates its service from the Single-Customer LSE and obtains service from an LSE that is an FRR Entity, provided that the Single-Customer LSE assigns Capacity Resources to the LSE providing such service in an amount equal to the Daily Unforced Capacity Obligation related to such retail customer.

- d) Each Single-Customer LSE shall obtain from its retail customer(s) and provide to the Office of the Interconnection and the entity designated under state law, order, or rule as such customer's default service provider or provider of last resort and the Electric Distributor a written statement agreeing that in the event such customer terminates its service from the Single-Customer LSE and obtains such service from a Party that is not an FRR Entity, then such customer's load shall be treated as ILR for the remaining duration of the period for which such Single-Customer LSE had elected the FRR Alternative, that for such purpose the Electric Distributor is authorized to obtain certification of such load as ILR, and that the customer agrees to provide the Electric Distributor with all information required for such certification. Nothing in this provision shall preclude such customer from using its owned or controlled generation to facilitate the interruption of its load as ILR.
- e) A Single-Customer LSE shall be assessed an Unauthorized Load Transfer Charge in the event such LSE's retail customer terminates its service from such LSE and obtains service from a Party that has not elected the FRR Alternative, or in the event such load transfer occurs to a Party that has elected the FRR Alternative, but the Single-Customer LSE does not transfer sufficient Capacity Resources as required by subsection B.3.c. Such charge shall equal two times the Cost of New Entry times the Daily Unforced Capacity Obligation related to such customer for the remaining duration of the period for which such Single-Customer LSE elected the FRR Alternative.
- f) Each Single Customer LSE shall provide to the Office of the Interconnection an FRR Capacity Plan in accordance with this schedule. Such FRR Capacity Plan, in addition to complying with all other applicable requirements of this Schedule, shall identify and commit for at least five delivery years Capacity Resources sufficient to satisfy such LSEs Daily Unforced Capacity Obligations hereunder consisting of generation assets or physical supply contracts that qualify as a 'forward contract' or a 'commodity contract' under the U.S. Bankruptcy Code. Each Single-Customer LSE warrants that all generation assets and forward supply contracts included in its FRR Capacity Plan shall be assigned to any successor-in-interest of its retail customer(s)'s assets and operations.

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C. Election, and Termination of Election, of FRR Alternative

1. No less than two months before the conduct of the Base Residual Auction for the first Delivery Year for which such election is to be effective, any Party seeking to elect the FRR Alternative shall notify the Office of the Interconnection in writing of such election. Such election shall be for a minimum term of five consecutive Delivery Years. No later than one month before such Base Residual Auction, such Party shall submit its FRR Capacity Plan demonstrating its commitment of Capacity Resources for the term of such election sufficient to meet such Party's Daily Unforced Capacity Obligation (and all other applicable obligations under this Schedule) for the load identified in such plan.

2. An FRR Entity may terminate its election of the FRR Alternative effective with the commencement of any Delivery Year following the minimum five Delivery Year commitment by providing written notice of such termination to the Office of the Interconnection no later than two months prior to the Base Residual Auction for such Delivery Year. An FRR Entity that has terminated its election of the FRR Alternative shall not be eligible to re-elect the FRR Alternative for a period of five consecutive Delivery Years following the effective date of such termination.

3. Notwithstanding subsections C.1 and C.2 of this Schedule, in the event of a State Regulatory Structural Change, a Party may elect, or terminate its election of, the FRR Alternative effective as to any Delivery Year by providing written notice of such election or termination to the Office of the Interconnection in good faith as soon as the Party becomes aware of such State Regulatory Structural Change but in any event no later than two months prior to the Base Residual Auction for such Delivery Year.

4. To facilitate the elections and notices required by this Schedule, the Office of the Interconnection shall post, in addition to the information required by Section 5.11(a) of Attachment DD to the PJM Tariff, the percentage of Capacity Resources required to be located in each Locational Deliverability Area by no later than one month prior to the deadline for a Party to provide such elections and notices.

D. FRR Capacity Plans

1. Each FRR Entity shall submit its initial FRR Capacity Plan as required by subsection C.1 of this Schedule, and shall annually extend and update such plan by no later than one month prior to the Base Residual Auction for each succeeding Delivery Year in such plan. Each FRR Capacity Plan shall indicate the nature and current status of each resource, including the status of each Planned Generation Capacity Resource or Planned Demand Resource, the planned deactivation or retirement of any Generation Capacity Resource or Demand Resource, and the status of commitments for each sale or purchase of capacity included in such plan.

2. The FRR Capacity Plan of each FRR Entity that commits that it will not sell surplus Capacity Resources as a Capacity Market Seller in any auction conducted under Attachment DD of the PJM Tariff, or to any direct or indirect purchaser that uses such resource as the basis of any Sell Offer in such auction, shall designate Capacity Resources in a megawatt quantity no less than the Forecast Pool Requirement for each applicable Delivery Year times the FRR Entity's allocated share of the Preliminary Zonal Peak Load Forecast for such Delivery

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Year, as determined in accordance with procedures set forth in the PJM Manuals. If the FRR Entity is not responsible for all load within a Zone, the Preliminary Forecast Peak Load for such entity shall be the FRR Entity's Obligation Peak Load last determined prior to the Base Residual Auction for such Delivery Year, times the Base Zonal FRR Scaling Factor. The FRR Capacity Plan of each FRR Entity that does not commit that it will not sell surplus Capacity Resources as set forth above shall designate Capacity Resources at least equal to the Threshold Quantity. To the extent the FRR Entity's allocated share of the Final Zonal Peak Load Forecast exceeds the FRR Entity's allocated share of the Preliminary Zonal Peak Load Forecast, such FRR Entity's FRR Capacity Plan shall be updated to designate additional Capacity Resources in an amount no less than the Forecast Pool Requirement times such increase; provided, however, any excess megawatts of Capacity Resources included in such FRR Entity's previously designated Threshold Quantity, if any, may be used to satisfy the capacity obligation for such increased load.

3. As to any FRR Entity, the Base Zonal FRR Scaling Factor for each Zone in which it serves load for a Delivery Year shall equal $ZPLDY/ZWNSP$, where:

$ZPLDY$ = Preliminary Zonal Peak Load Forecast for such Zone for such Delivery Year; and

$ZWNSP$ = Zonal Weather-Normalized Summer Peak Load for such Zone for the summer concluding four years prior to the commencement of such Delivery Year.

4. Capacity Resources identified and committed in an FRR Capacity Plan shall meet all requirements under this Agreement and the PJM Operating Agreement applicable to Capacity Resources, including, as applicable, requirements and milestones for Planned Generation Capacity Resources and Planned Demand Resources. A Capacity Resource submitted in an FRR Capacity Plan must be on a unit-specific basis, and may not include "slice of system" or similar agreements that are not unit specific. An FRR Capacity Plan may include bilateral transactions that commit capacity for less than a full Delivery Year only if the resources included in such plan in the aggregate satisfy all obligations for all Delivery Years. All demand response, load management or similar programs on which such FRR Entity intends to rely for a Delivery Year must be included in the FRR Capacity Plan submitted three years in advance of such Delivery Year and must satisfy all requirements applicable to Demand Resources, including, without limitation, those set forth in Schedule 6 to this Agreement; provided, however, that previously uncommitted Unforced Capacity from such programs may be used to satisfy any increased capacity obligation for such FRR Entity resulting from a Final Zonal Peak Load Forecast applicable to such FRR Entity.

5. For each LDA for which the Office of the Interconnection has established a separate Variable Resource Requirement Curve for any Delivery Year addressed by such FRR Capacity Plan, the plan must include a minimum percentage of Capacity Resources for such Delivery Year located within such LDA. Such minimum percentage ("Percentage Internal Resources Required") will be calculated as the LDA Reliability Requirement less the CETL for the Delivery Year, as determined by the RTEP process as set forth in the PJM Manuals. Such requirement shall be expressed as a percentage of the Unforced Capacity Obligation based on the Preliminary Zonal Peak Load Forecast multiplied by the Forecast Pool Requirement.

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6. An FRR Entity may reduce such minimum percentage as to any LDA to the extent the FRR Entity commits to a transmission upgrade that increases the capacity emergency transfer limit for such LDA. Any such transmission upgrade shall adhere to all requirements for a Qualified Transmission Upgrade as set forth in Attachment DD to the PJM Tariff. The increase in CETL used in the FRR Capacity Plan shall be that approved by PJM prior to inclusion of any such upgrade in an FRR Capacity Plan. The FRR Entity shall designate specific additional Capacity Resources located in the LDA from which the CETL was increased, to the extent of such increase.

7. The Office of the Interconnection will review the adequacy of all submittals hereunder both as to timing and content. A Party that seeks to elect the FRR Alternative that submits an FRR Capacity Plan which, upon review by the Office of the Interconnection, is determined not to satisfy such Party's capacity obligations hereunder, shall not be permitted to elect the FRR Alternative. If a previously approved FRR Entity submits an FRR Capacity Plan that, upon review by the Office of the Interconnection, is determined not to satisfy such Party's capacity obligations hereunder, the Office of the Interconnection shall notify the FRR Entity, in writing, of the insufficiency within five (5) business days of the submittal of the FRR Capacity Plan. If the FRR Entity does not cure such insufficiency within five (5) business days after receiving such notice of insufficiency, then such FRR Entity shall be assessed an FRR Commitment Insufficiency Charge, in an amount equal to two times the Cost of New Entry for the relevant location, in \$/MW-day, times the shortfall of Capacity Resources below the FRR Entity's capacity obligation (including any Threshold Quantity requirement) in such FRR Capacity Plan, for the remaining term of such plan.

8. In a state regulatory jurisdiction that has implemented retail choice, the FRR Entity must include in its FRR Capacity Plan all load, including expected load growth, in the FRR Service Area, notwithstanding the loss of any such load to or among alternative retail LSEs. In the case of load reflected in the FRR Capacity Plan that switches to an alternative retail LSE, where the state regulatory jurisdiction requires switching customers or the LSE to compensate the FRR Entity for its FRR capacity obligations, such state compensation mechanism will prevail. In the absence of a state compensation mechanism, the applicable alternative retail LSE shall compensate the FRR Entity at the capacity price in the unconstrained portions of the PJM Region, as determined in accordance with Attachment DD to the PJM Tariff, provided that the FRR Entity may, at any time, make a filing with FERC under Sections 205 of the Federal Power Act proposing to change the basis for compensation to a method based on the FRR Entity's cost or such other basis shown to be just and reasonable, and a retail LSE may at any time exercise its rights under Section 206 of the FPA.

9. Notwithstanding the foregoing, in lieu of providing the compensation described above, such alternative retail LSE may, for any Delivery Year subsequent to those addressed in the FRR Entity's then-current FRR Capacity Plan, provide to the FRR Entity Capacity Resources sufficient to meet the capacity obligation described in paragraph D.2 for the switched load. Such Capacity Resources shall meet all requirements applicable to Capacity Resources pursuant to this Agreement and the PJM Operating Agreement, all requirements applicable to resources committed to an FRR Capacity Plan under this Agreement, and shall be committed to service to the switched load under the FRR Capacity Plan of such FRR Entity. The alternative retail LSE shall provide the FRR Entity all information needed to fulfill these requirements and permit the

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resource to be included in the FRR Capacity Plan. The alternative retail LSE, rather than the FRR Entity, shall be responsible for any performance charges or compliance penalties related to the performance of the resources committed by such LSE to the switched load. For any Delivery Year, or portion thereof, the foregoing obligations apply to the alternative retail LSE serving the load during such time period. PJM shall manage the transfer accounting associated with such compensation and shall administer the collection and payment of amounts pursuant to the compensation mechanism.

Such load shall remain under the FRR Capacity Plan until the effective date of any termination of the FRR Alternative and, for such period, shall not be subject to Locational Reliability Charges under Section 7.2 of this Agreement.

E. Conditions on Purchases and Sales of Capacity Resources by FRR Entities

1. An FRR Entity may not include in its FRR Capacity Plan for any Delivery Year any Capacity Resource that has cleared in any auction under Attachment DD of the PJM Tariff for such Delivery Year. Nothing herein shall preclude an FRR Entity from including in its FRR Capacity Plan any Capacity Resource that has not cleared such an auction for such Delivery Year. Furthermore, nothing herein shall preclude an FRR Entity from including in its FRR Capacity Plan a Capacity Resource obtained from a different FRR Entity, provided, however, that each FRR Entity shall be individually responsible for meeting its capacity obligations hereunder, and provided further that the same megawatts of Unforced Capacity shall not be committed to more than one FRR Capacity Plan for any given Delivery Year.

2. An FRR Entity that designates Capacity Resources in its FRR Capacity Plan(s) for a Delivery Year based on the Threshold Quantity may offer to sell Capacity Resources in excess of that needed for the Threshold Quantity in any auction conducted under Attachment DD of the PJM Tariff for such Delivery Year, but may not offer to sell Capacity Resources in the auctions for any such Delivery Year in excess of an amount equal to the lesser of (a) 25% times the Unforced Capacity equivalent of the Installed Reserve Margin for such Delivery Year multiplied by the Preliminary Forecast Peak Load for which such FRR Entity is responsible under its FRR Capacity Plan(s) for such Delivery Year, or (b) 1300 MW.

3. An FRR Entity that designates Capacity Resources in its FRR Capacity Plan(s) for a Delivery Year based on the Threshold Quantity may not offer to sell such resources in any Reliability Pricing Model auction, but, but may use such resources to meet any increased capacity obligation resulting from unanticipated growth of the loads in its FRR Capacity Plan(s), or may sell such resources to serve loads located outside the PJM Region, or to another FRR Entity, subject to subsection E.1 above.

4. A Party that has selected the FRR Alternative for only part of its load in the PJM Region pursuant to Section B.2 of this Schedule that designates Capacity Resources as Self-Supply in a Reliability Pricing Model Auction to meet such Party's expected Daily Unforced Capacity Obligation under Schedule 8 shall not be required, solely as a result of such designation, to identify Capacity Resources in its FRR Capacity Plan(s) based on the Threshold Quantity; provided, however, that such Party may not so designate Capacity Resources in an amount in excess of the lesser of (a) 25% times such Party's total expected Unforced Capacity obligation (under both Schedule 8 and Schedule 8.1), or (b) 200 MW. A Party that wishes to

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avoid the foregoing limitation must identify Capacity Resources in its FRR Capacity Plan(s) based on the Threshold Quantity.

F. FRR Daily Unforced Capacity Obligations and Deficiency Charges

1. For each billing month during a Delivery Year, the Daily Unforced Capacity Obligation of an FRR Entity shall be determined on a daily basis for each Zone as follows:

$$\text{Daily Unforced Capacity Obligation} = \text{OPL} * \text{Final Zonal FRR Scaling Factor} * \text{FPR}$$

where:

OPL = Obligation Peak Load, defined as the daily summation of the weather-adjusted coincident summer peak, last preceding the Delivery Year, of the end-users in such Zone (net of operating Behind The Meter Generation, but not to be less than zero) for which such Party was responsible on that billing day, as determined in accordance with the procedures set forth in the PJM Manuals

$$\text{Final Zonal FRR Scaling Factor} = \text{FZPLDY}/\text{FZWNSP};$$

FZPLDY = Final Zonal Peak Load Forecast for such Delivery Year; and

FZWNSP = Zonal Weather-Normalized Peak Load for the summer concluding prior to the commencement of such Delivery Year.

2. An FRR Entity shall be assessed an FRR Capacity Deficiency Charge in each Zone addressed in such entity's FRR Capacity Plan for each day during a Delivery Year that it fails to satisfy its Daily Unforced Capacity Obligation in each Zone. Such FRR Capacity Deficiency Charge shall be in an amount equal to the deficiency below such FRR Entity's Daily Unforced Capacity Obligation for such Zone times twice the Cost of New Entry applicable to such Zone.

3. If an FRR Entity acquires load that is not included in the Preliminary Zonal Peak Load Forecast such acquired load shall be treated in the same manner as provided in Sections II.1 and II.2 of this Schedule.

4. The shortages in meeting the minimum requirement within the constrained zones and the shortage in meeting the total obligation are first calculated. The shortage in the unconstrained area is calculated as the total shortage less shortages in constrained zones and excesses in constrained zones (the shortage is zero if this is a negative number). The Capacity Deficiency Charge is charged to the shortage in each zone and in the unconstrained area separately. This procedure is used to allow the use of capacity excesses from constrained zones to reduce shortage in the unconstrained area and to disallow the use of capacity excess from unconstrained area to reduce shortage in constrained zones.

G. Capacity Resource Performance

Any Capacity Resource committed by an FRR Entity in an FRR Capacity Plan for a Delivery Year shall be subject during such Delivery Year to the charges set forth in sections 7, 9, 10, 11, and 13 of Attachment DD to the PJM Tariff; provided, however, the Daily Deficiency Rate under sections 7, 9, and 13 thereof, and the charge rates under section 10 thereof, shall be the net Cost of New Entry. An FRR Entity shall have the same opportunities to cure deficiencies and avoid or reduce associated charges during the Delivery Year that a Market Seller has under Sections 7, 9, and 10 of Attachment DD to the PJM Tariff. An FRR Entity may cure deficiencies and avoid or reduce associated charges prior to the Delivery Year by procuring replacement Unforced Capacity outside of any RPM auction and committing such capacity in its FRR Capacity Plan.

II. Annexation of service territory by Public Power Entity

1. In the event a Public Power Entity that is an FRR Entity annexes service territory to include new customers on sites where no load had previously existed, then the incremental load on such a site shall be treated as unanticipated load growth, and such FRR Entity shall be required to commit sufficient resources to cover such obligation in the relevant Delivery Year.

2. In the event a Public Power Entity that is an FRR Entity annexes service territory to include load from a Party that has not elected the FRR Alternative, then:

- a. For any Delivery Year for which a Base Residual Auction already has been conducted, such acquiring FRR Entity shall meet its obligations for the incremental load by paying PJM for incremental obligations (including any additional demand curve obligation) at the Capacity Resource Clearing Price for the relevant location. Any such revenues shall be used to pay Capacity Resources that cleared in the BRA for that LDA.
- b. For any Delivery Year for which a Base Residual Auction has not been conducted, such acquiring FRR Entity shall include such incremental load in its FRR Capacity Plan.

3. Annexation whereby a Party that has not elected the FRR Alternative acquires load from an FRR entity:

- a. For any Delivery Year for which a Base Residual Auction already has been conducted, PJM would consider shifted load as unanticipated load growth for purposes of determining whether to hold a Second Incremental Auction. If a Second Incremental Auction is held, FRR entity would have a must offer requirement for sufficient capacity to meet the load obligation of such shifted load. If no Second Incremental Auction is conducted, the FRR Entity may sell the associated quantity of capacity into an RPM Auction or bilaterally.

- b. For any Delivery Year for which a Base Residual Auction has not been conducted, the FRR Entity that lost such load would no longer include such load in its FRR Capacity Plan, and PJM would include such shifted load in future BRAs.

1. Savings Clause for State-Wide FRR Program

Nothing herein shall obligate or preclude a state, acting either by law or through a regulatory body acting within its authority, from designating the Load Serving Entity or Load Serving Entities that shall be responsible for the capacity obligation for all load in one or more FRR Service Areas within such state according to the terms and conditions of that certain Settlement Agreement dated September 29, 2006 in FERC Docket Nos. ER05-1410 and E105-148, the PJM Tariff and this Agreement. Each LSE subject to such state action shall become a Party to this Agreement and shall be deemed to have elected the FRR Alternative.

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SCHEDULE 9

**PROCEDURES FOR
ESTABLISHING THE CAPABILITY OF GENERATION CAPACITY RESOURCES**

- A. Such rules and procedures as may be required to determine and demonstrate the capability of Generation Capacity Resources for the purposes of meeting a Load Serving Entity's obligations under the Agreement shall be developed by the Office of Interconnection and maintained in the PJM Manuals.
- B. The rules and procedures for determining and demonstrating the capability of generating units to serve load in the PJM Region shall be consistent with achieving uniformity for planning, operating, accounting and reporting purposes.
- C. The rules and procedures shall recognize the difference in types of generating units and the relative ability of units to maintain output at stated capability over a specified period of time. Factors affecting such ability include, but are not limited to, fuel availability, stream flow for hydro units, reservoir storage for hydro and pumped storage units, mechanical limitations, and system operating policies.

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SCHEDULE 10

**PROCEDURES FOR ESTABLISHING
DELIVERABILITY OF GENERATION CAPACITY RESOURCES**

Generation Capacity Resources must be deliverable, consistent with a loss of load expectation as specified by the *Reliability Principles and Standards*, to the total system load, including portion(s) of the system in the PJM Region that may have a capacity deficiency at any time. Deliverability shall be demonstrated by either obtaining or providing for Network Transmission Service or Firm Point-To-Point Transmission Service within the PJM Region such that each Generation Capacity Resource is either a Network Resource or a Point of Receipt, respectively. In addition, for Generation Capacity Resources located outside the metered boundaries of the PJM Region that are used to meet an *Unforced Capacity Obligation*, the capacity and energy of such Generation Capacity Resources must be delivered to the metered boundaries of the PJM Region through firm transmission service.

Certification of deliverability means that the physical capability of the transmission network has been tested by the Office of the Interconnection and found to provide that service consistent with the assessment of available transfer capability as set forth in the PJM Tariff and, for Generation Resources owned or contracted for by a Load Serving Entity, that the Load Serving Entity has obtained or provided for Network Transmission Service or Firm Point-to-Point Transmission Service to have capacity delivered on a firm basis under specified terms and conditions.

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SCHEDULE 10.1

LOCATIONAL DELIVERABILITY AREAS AND REQUIREMENTS

The capacity obligations imposed under this Agreement recognize the locational value of Capacity Resources. To ensure that such locational value is properly recognized and quantified, the Office of the Interconnection shall follow the procedures in this Schedule.

A. Following the Transition Period, as such term is defined in Attachment DD to the Tariff, the Locational Deliverability Areas for the purposes of determining locational capacity obligations hereunder, but not necessarily for the purposes of the Regional Transmission Expansion Planning Protocol, shall consist of the following Zones (as defined in Schedule 15), combinations of such Zones, and portions of such Zones:

- o Dominion
- o Penelec
- o ComEd
- o AEP
- o Dayton
- o Duquesne
- o APS
- o AE
- o BGE
- o DPL
- o PECO
- o PEPCO
- o PSEG
- o JCP&L
- o MetEd
- o PPL
- o Mid-Atlantic Area Council (MAAC) Region (consisting of all the zones listed below for Eastern MAAC, Western MAAC, and Southwestern MAAC)
- o ComEd, AEP, Dayton, APS, and Duquesne
- o Eastern MAAC (PSE&G, JCP&L, PECO, AE, DPL & RE)
- o Southwestern MAAC (PEPCO & BGE)
- o Western MAAC (Penelec, MetEd, PPL)
- o PSEG northern region (north of Linden substation); and
- o DPL southern region (south of Chesapeake and Delaware Canal)

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B. For purposes of evaluating the need for any changes to the foregoing list, Locational Deliverability Areas shall be those areas, identified by the load deliverability analyses conducted pursuant to the Regional Transmission Expansion Planning Protocol and the PJM Manuals that have a limited ability to import capacity due to physical limitations of the transmission system, voltage limitations or stability limitations. Such limits on import capability shall not reflect the effect of Qualifying Transmission Upgrades offered in the Base Residual Auction. The Locational Deliverability Areas identified in Paragraph A above (as it may be amended from time to time) for a Delivery Year shall be modeled in the Base Residual Auction and any Incremental Auction conducted for such Delivery Year. If the Office of the Interconnection includes a new Locational Deliverability Area in the Regional Transmission Expansion Planning Protocol, it shall make a filing with FERC to amend this Schedule to add a new Locational Deliverability Area (including a new aggregate LDA), if such new Locational Deliverability Area is projected to have a capacity emergency transfer limit less than 1.05 times the capacity emergency transfer objective of such area, or if warranted by other reliability concerns consistent with the Reliability Principles and Standards. In addition, any Party may propose, and the Office of the Interconnection shall evaluate, consistent with the same CETO/CETO comparison or other reliability concerns, possible new Locational Deliverability Areas (including aggregate LDAs) for inclusion under the Regional Transmission Expansion Planning Protocol and for purposes of determining locational capacity obligations hereunder.

C. For each Locational Deliverability Area for which a separate VRR Curve was established for a Delivery Year, the Office of the Interconnection shall determine, pursuant to procedures set forth in the PJM Manuals, the Percentage of Internal Resources Required, that must be committed during such Delivery Year from Capacity Resources physically located in such Locational Deliverability Area.

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SCHEDULE 11

DATA SUBMITTALS

To perform the studies required to determine the Forecast Pool Requirement and Daily Unforced Capacity Obligations under this Agreement and to determine compliance with the obligations imposed by this Agreement, each Party and other owner of a Capacity Resource shall submit data to the Office of the Interconnection in conformance with the following minimum requirements:

1. All data submitted shall satisfy the requirements, as they may change from time to time, of any procedures adopted by the Members Committee.
2. Data shall be submitted in an electronic format, or as otherwise specified by the Markets and Reliability Committee and approved by the PJM Board.
3. Actual outage data for each month for Generator Forced Outages, Generator Maintenance Outages and Generator Planned Outages shall be submitted so that it is received by such date specified in the PJM Manuals.
4. On or before the date specified in the PJM Manuals, planned and maintenance outage data for all Generation Resources and load forecasts (including seasonal and average weekly peaks) shall be submitted.
5. On or before the date specified in the PJM Manuals, adjustments to forecasts shall be submitted.
6. On or before the date or schedule for updates specified in the PJM Manuals, revisions to capacity and load forecasts (including the plans for satisfying the Daily Unforced Capacity Obligation of the Party) shall be submitted.
7. Capacity plans or revisions to previously submitted capacity plans, required under Schedule 6.
8. As desired by a Party, revisions to monthly peak load forecasts may be submitted.

The Parties acknowledge that additional information required to determine the Forecast Pool Requirement is to be obtained by the Office of the Interconnection from Electric Distributors in accordance with the provisions of the Operating Agreement.

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SCHEDULE 12

DATA SUBMISSION CHARGES

A. Data Submission Charge

For each working day of delay in the submittal of information required to be submitted under this Agreement, a data submission charge of \$500 shall be imposed.

B. Distribution Of Data Submission Charge Receipts

1. Each Party that has satisfied its obligations for data submittals pursuant to Schedule 11 during a Delivery Year, without incurring a data submission charge related to that obligation, shall share in any data submission charges paid by any other Party that has failed to satisfy said obligation during such Planning Period. Such shares shall be in proportion to the sum of the Unforced Capacity Obligations of each such Party entitled to share in the data submission charges for the most recent month.
2. In the event all of the Parties have incurred a data submission charge during a Delivery Year, those data submission charges shall be distributed as approved by the PJM Board.

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SCHEDULE 13

EMERGENCY PROCEDURE CHARGES

Following an Emergency, the compliance of each Party with the instructions of the Office of the Interconnection shall be evaluated as directed by the Markets and Reliability Committee. If, based on such evaluation, it is determined that a Party refused to comply with, or otherwise failed to employ its best efforts to comply with, the instructions of the Office of the Interconnection to implement PJM emergency procedures, that Party shall pay an emergency procedure charge, as set forth in Attachment DD to the PJM Tariff. The revenue associated with Emergency Procedure Charges shall be allocated in accordance with Attachment DD to the PJM Tariff.

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SCHEDULE 14

DELEGATION TO THE OFFICE OF THE INTERCONNECTION

The following responsibilities shall be delegated by the Parties to the Office of the Interconnection:

1. New Parties. With regard to the addition, withdrawal or removal of a Party:
 - (a) Receive and evaluate the information submitted by entities that plan to serve loads within the PJM Region, including entities whose participation in the Agreement will expand the boundaries of the PJM Region. Such evaluation shall be conducted in accordance with the requirements of the Agreement.
 - (b) Evaluate the effects of the withdrawal or removal of a Party from this Agreement.
2. Implementation of Reliability Assurance Agreement. With regard to the implementation of the provisions of this Agreement:
 - (a) Receive all required data and forecasts from the Parties and other owners of Capacity Resources;
 - (b) Perform all calculations and analyses necessary to determine the Forecast Pool Requirement and the obligations imposed under the Reliability Assurance Agreement, including periodic reviews of the capacity benefit margin for consistency with the Reliability Principles and Standards;
 - (c) Monitor the compliance of each Party with its obligations under the Agreement;
 - (d) Keep cost records, and bill and collect any costs or charges due from the Parties and distribute those charges in accordance with the terms of the Agreement;
 - (e) Assist with the development of rules and procedures for determining and demonstrating the capability of Capacity Resources;
 - (f) Establish the capability and deliverability of Generation Capacity Resources consistent with the requirements of the Reliability Assurance Agreement;
 - (g) Establish standards and procedures for Planned Demand Resources;
 - (h) Collect and maintain generator availability data;

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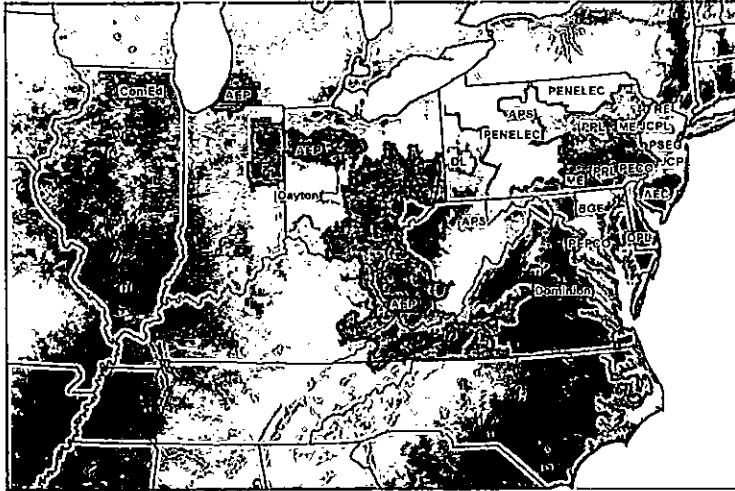
- (i) Perform any other forecasts, studies or analyses required to administer the Agreement;
- (j) Coordinate maintenance schedules for generation resources operated as part of the PJM Region;
- (k) Determine and declare that an Emergency exists or ceases to exist in all or any part of the PJM Region or announce that an Emergency exists or ceases to exist in a Control Area interconnected with the PJM Region;
- (l) Enter into agreements for (i) the transfer of energy in Emergencies in the PJM Region or in a Control Area interconnected with the PJM Region and (ii) mutual support in such Emergencies with other Control Areas interconnected with the PJM Region; and
- (m) Coordinate the curtailment or shedding of load, or other measures appropriate to alleviate an Emergency, to preserve reliability in accordance with FERC, NERC or Applicable Regional Reliability Council principles, guidelines, standards and requirements, and to ensure the operation of the PJM Region in accordance with Good Utility Practice.

Issued By: Craig Glazer
Vice President, Federal Government Policy
Issued On: September 29, 2006

Effective: June 1, 2007

SCHEDULE 15

ZONES WITHIN THE PJM REGION



FULL NAME	SHORT NAME
Pennsylvania Electric Company	Penelec
Allegheny Power	APS
PPL Group	PPL
Metropolitan Edison Company	MetEd
Jersey Central Power and Light Company	JCP
Public Service Electric and Gas Company	PSEG
Atlantic City Electric Company	AEC
PECO Energy Company	PECO
Baltimore Gas and Electric Company	BGE
Delmarva Power and Light Company	DPL
Potomac Electric Power Company	PEPCO
Rockland Electric Company	RE
Commonwealth Edison Company	ComEd
AEP East Zone	AEP
The Dayton Power and Light Company	Dayton
Virginia Electric and Power Company	Dominion
Duquesne Light Company	DL

Issued By: Craig Glazer
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Effective: June 1, 2007

SCHEDULE 16

Non-Retail Behind the Meter Generation
Maximum Generation Emergency Obligations

1. A Non-Retail Behind The Meter Generation resource that has output that is netted from the Daily Unforced Capacity Obligation of a Party pursuant to Schedule 7 of this Agreement shall be required to operate at its full output during the first ten times between November 1 and October 31 that Maximum Generation Emergency (as defined in section 1.3.13 of Schedule 1 of the Operating Agreement) conditions occur in the zone in which the Non-Retail Behind The Meter Generation resource is located.

2. The Party for which Non-Retail Behind The Meter Generation output is netted from its Daily Unforced Capacity Obligation shall be required to report to PJM scheduled outages of the resource prior to the occurrence of such outage in accordance with the time requirements and procedures set forth in the PJM Manuals. Such Party also shall report to PJM the output of the Non-Retail Behind The Meter Generation resource during each Maximum Generation Emergency condition in which the resource is required to operate in accordance with the procedures set forth in PJM Manuals.

3. Except for failures to operate due to scheduled outages during the months of October through May, for each instance a Non-Retail Behind The Meter Generation resource fails to operate, in whole or in part, as required in paragraph 1 above, the amount of operating Non-Retail Behind The Meter Generation from such resource that is eligible for netting will be reduced pursuant to the following formula:

$$\text{Adjusted ENRBTMG} = \text{ENRBTMG} - \Sigma(10\% \text{ of the Not Run NRBTMG})$$

Where:

ENRBTMG equals the operating Non-Retail Behind The Meter Generation eligible for netting as determined pursuant to Schedule 7 of this Agreement.

Not Run NRBTMG is the amount in megawatts that the Non-Retail Behind The Meter Generation resource failed to produce during an occurrence of Maximum Generation Emergency conditions in which the resource was required to operate.

$\Sigma(10\% \text{ of the Not Run NRBTMG})$ is the summation of 10% megawatt reductions associated with the events of non-performance.

The Adjusted ENRBTMG shall not be less than zero and shall be applicable for the succeeding Planning Period.

4. If a Non-Retail Behind The Meter Generation resource that is required to operate during a Maximum Generation Emergency condition is an Energy Resource and injects energy into the Transmission System during the Maximum Generation Emergency condition, the Network Customer that owns the resource shall be compensated for such injected energy in accordance with the PJM market rules.

Issued By: Craig Glazer
Vice President, Federal Government Policy
Issued On: June 19, 2007

Effective: June 20, 2007

SCHEDULE 17

PARTIES TO THE RELIABILITY ASSURANCE AGREEMENT

This Schedule sets forth the Parties to the Agreement:

Harrison REA Inc.
City of New Martinsville
City of Philippi
Letcher County Industrial Development Authority-PA
Old Dominion Electric Cooperative
Town of Front Royal
Hagerstown
Borough of Chambersburg
Town of Williamsport
Thurmont
Allegheny Electric Cooperative, Inc.
Allegheny Power
AES New Energy, Inc.
BP Energy Co.
Commonwealth Edison Company
Commonwealth Edison Company of Indiana
Dayton Power & Light Company (The)
American Municipal Power-Ohio, Inc.
American Electric Power Service Corporation on behalf of its affiliates:
 Appalachian Power Company
 Columbus Southern Power Company
 Indiana Michigan Power Company
 Kentucky Power Company
 Kingsport Power Company
 Ohio Power Company
 Wheeling Power Company
Allegheny Energy Supply Company, L.L.C.
Blue Ridge Power Agency, Inc.
Central Virginia Electric Cooperative
City of Dowagiac
Hoosier Energy REC, Inc.
Indiana Municipal Power Agency
Ormet Primary Aluminum Corporation
City of Sturgis
Wabash Valley Power Association, Inc.
Diquesne Light Company
Virginia Electric and Power Company

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Vice President, Federal Government Policy
Issued On: September 29, 2006

Effective: June 1, 2007

ACN Energy, Inc.
AES Power Direct, L.L.C.
Agway Energy Services-PA Inc.
Allegheny Energy Supply Company, L.L.C.
AllEnergy Marketing Company, L.L.C.
Amerada Hess Corporation
American Cooperative Services, Inc.
American Energy Solutions, Inc.
Atlantic City Electric Company
Baltimore Gas and Electric Company
BGE Home Products & Services, Inc.
BP Energy Company
Central Hudson Enterprise Corporation
CMS Marketing Services and Trading Company
Columbia Energy Power Marketing Corporation
Commodore Gas and Electric, Inc.
Commonwealth Energy Corporation dba electricAMERICA
Con Edison Energy, Inc.
Connectiv Energy Supply, Inc.
Constellation Energy Source, Inc.
Consolidated Edison Solutions, Inc.
Delmarva Power & Light Company
Dominion Retail, Inc.
DTE Edison America, Inc.
DTE Energy Market, Inc.
DTE Energy Trading, Inc.
Duke Energy Trading and Marketing, L.L.C.
DukeSolutions, Inc.
Easton Power Distribution Company
ECONergy Energy Company, Inc.
ECONergy PA, Inc.
Edison Mission Marketing & Trading, Inc.
Energy America, L.L.C.
Energy East Solutions, Inc.
Enron Energy Services, Inc.
Enron Power Marketing, Inc.
Exelon Energy Company
FirstEnergy Corporation
FirstEnergy Trading and Power Marketing Incorporated
FirstEnergy Services Corp.
GPU Advanced Resources
GreenMountain.com Company
HIS Power & Water, L.L.C.
It's Electric & Gas, L.L.C.
Jersey Central Power & Light Company

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Vice President, Federal Government Policy
Issued On: September 29, 2006

Effective: June 1, 2007

PJM Interconnection, L.L.C.
Rate Schedule FERC No. 44


Original Sheet No. 62

Keyspan Energy Services, Inc.
Metropolitan Edison Company
MIECO, Inc.
NewEnergy, Inc.
Niagara Mohawk Energy Marketing, Inc.
NJR Natural Energy Company
NRG New Jersey Energy Sales, L.L.C.
NYSEG Solutions, Inc.
Old Dominion Electric Cooperative
PECO Energy Company
Penn Power Energy, Inc.
Pennsylvania Electric Company
Pepco Energy Services, Inc.
Potomac Electric Power Company
PPL Electric Utilities Corporation
PPL EnergyPlus, L.L.C.
PSEG Energy Resources & Trade, L.L.C.
PSEG Energy Technologies, Inc.
Public Service Electric and Gas Company
Reliant Energy Retail, Inc.
Rhoads Energy Corporation
Select Energy, Inc.
Sempra Energy Solutions
Sempra Energy Trading Corp.
Shell Energy Services Company, L.L.C.
Southern Company Retail Energy Marketing L.P.
South Jersey Energy Company
South Jersey Energy Solutions, L.L.C.
Smart Energy.com, Inc.
Statoil Energy Services, Inc.
Strategic Energy Ltd.
The Mack Services Group
The New Power Company
Total Gas & Electric, Inc.
Total Gas & Electricity (PA), Inc.
TXU Energy Trading Company d/b/a TXU Energy Services
UGI Energy Services, Inc.
UGI Utilities, Inc. - Electric Division
Utilimax.com, Inc.
Utility.com
Washington Gas Energy Services, Inc.
Williams Energy Market & Trading Company
Woodruff Energy
Worley & Obetz, Inc. d/b/a Advanced Energy

Issued By: Craig Glazer
Vice President, Federal Government Policy
Issued On: September 29, 2006

Effective: June 1, 2007

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed
by their duly authorized representatives.

By: 
Company Name: GEF Swiss Energy Resources NA, Inc.
Date: November 16, 2010

PJM Consolidated RAA Signatory Page
Updated - 2/12/2008

ATTACHMENT F-1

Form of Umbrella Service Agreement for
Network Integration Transmission Service
Under State Required Retail Access Programs

- 1.0 This Service Agreement dated as of _____, including the Specifications For Network Integration Transmission Service Under State Required Retail Access Programs attached hereto and incorporated herein, is entered into, by and between PJM Interconnection, L.L.C. ("Transmission Provider") and _____, a transmission customer participating in a state required retail access program and/or a program providing for the contractual provision of default service or provider of last resort service ("Network Customer").
- 2.0 The Network Customer has been determined by the Transmission Provider to have a valid request for Network Integration Transmission Service under the Tariff and to have satisfied the conditions for service imposed by the Tariff to the extent necessary to obtain service with respect to its participation in a state required retail access program.
- 3.0 Service under this Service Agreement shall commence on _____, and shall terminate on such date as mutually agreed upon by the parties, unless state law or regulations specify a limited period for service or unless earlier terminated for default under Section 7.3 of the Tariff.
- 4.0 The Transmission Provider agrees to provide, and the Network Customer agrees to take, Network Integration Transmission Service in accordance with the Tariff, including the Operating Agreement of the PJM Interconnection, L.L.C. ("Operating Agreement") (which is the Network Operating Agreement under the Tariff and is incorporated herein by reference) and this Service Agreement, as they may be amended from time to time.
- 5.0 Any notice or request made to or by either Party regarding this Service Agreement shall be made to the representative of the other Party as indicated below.

Transmission Provider

PJM Interconnection, L.L.C.
955 Jefferson Avenue
Valley Forge Corporate Center
Norristown, PA 19403-2497

Network Customer

GDF Suez Energy Resources NA, Inc.
1990 Post Oak Blvd, Suite 1900
Houston, TX 77056

IN WITNESS WHEREOF, the Transmission Provider and the Network Customer have caused this Service Agreement to be executed by their respective authorized officials.

Transmission Provider

By: _____ Title _____ Date _____
Name

Network Customer

JEA By: _____ Title _____ Date _____
Name

**SPECIFICATIONS FOR
NETWORK INTEGRATION TRANSMISSION SERVICE
PURSUANT TO STATE REQUIRED RETAIL ACCESS PROGRAMS**

- 1.0 **Term of Service:** The term of service under this Service Agreement shall be from _____ until terminated by mutual agreement of the parties, unless state law or regulations specify a limited period for service or unless earlier terminated for default under Section 7.3 of the Tariff.
- 2.0 **Network Operating Agreement:** In accordance with Section 29.1 of the Tariff, the Network Customer must be a member of PJM Interconnection, L.L.C. and a signatory to the Operating Agreement.
- 3.0 **Network Load and Network Resources:** The Network Customer shall be responsible for the Transmission Provider receiving the information pertaining to Network Load, Network Resources, and Behind The Meter Generation described in this section. Such information shall be provided in accordance with procedures established by the Transmission Provider. With respect to service requests under this umbrella Service Agreement, the Transmission Provider will deem the provision of the information specified in this section as complying with the application requirements set forth in Section 29.2 of the Tariff.
- 3.1 **Network Load:** For Network Load within the PJM Region, the Network Customer shall arrange for each electric distribution company ("EDC") delivering to the Network Customer's load to provide directly to the Transmission Provider, on a daily basis, the Network Customer's peak load (net of operating Behind The Meter Generation, but not to be less than zero, unless such generation is separately metered and reported to PJM), by bus, coincident with the annual peak load of the Zone as determined under Section 34.1 of the Tariff. The peak load shall be expressed in terms of tenths of a megawatt and shall include all losses within the PJM Region, other transmission losses, and distribution losses. Unless a more specific bus distribution is available, the EDC may provide a bus distribution for the Network Customer's peak load proportional to the bus distribution for all of the load in the Zone. The information must be submitted directly to the Transmission Provider by the EDC, unless the Transmission Provider approves in advance another arrangement. For Non-Zone Network Load, the Network Customer shall provide to the Transmission Provider, on a daily basis, the Network Customer's peak load, by interconnection at the border of the PJM Region, coincident with the annual peak load of such area as determined under Section 34.1 of the Tariff. The peak load for such Non-Zone Network Load shall be expressed in terms of tenths of a megawatt and shall not include losses within the PJM Region. Unless a more specific bus distribution is identified and node definition requested, a service

request shall be granted upon submission of the information set forth in this Section 3.1 without any further confirmation procedures. If a Network Customer under this Service Agreement, prior to the commencement of service or at any time after the commencement of service, identifies a more specific bus distribution and requests a node definition for all or part of its Network Load that is served under state required retail access programs, the Network Customer shall notify both the Transmission Provider and the electric distribution company pursuant to the notification procedure and schedule set forth in the PJM manuals. The Transmission Provider, exercising its independent judgment and expertise, shall have the authority to resolve any difference of opinion that may arise between the Network Customer and the electric distribution company as to the applicable bus distribution or node definition. If confirmed, the more specific bus distribution will not be used for billing and settlement purposes, however, until the notification procedure set forth in the PJM manuals is completed, and in no event until June 1, to correspond with the commencement of the annual planning period.

Issued By: Craig Glazer
Vice President, Government Policy
Issued On: November 15, 2004

Effective: January 15, 2005

- 3.2 Network Resources: The Network Customer, as necessary, shall designate from time to time its Network Resources. In the event the Network Resource to be designated is Behind The Meter Generation, the designation must be made before the commencement of a Planning Period as that term is defined in the Operating Agreement and will remain in effect for the entire Planning Period. Such Network Resources must be acceptable to the Transmission Provider as Network Resources in accordance with the Tariff and the Operating Agreement. Designations of resources that have not previously been accepted as Network Resources of any Network Customer or Transmission Customer shall include the information set forth in Section 29.2(v) of the Tariff. Changes in the designation of Network Resources will be treated as an application for modification of service. The Network Customer shall confirm the acceptance of a Network Resource within 15 days of the completion of a System Impact Study or 30 days after completion of a Facilities Study, as is applicable. The Transmission Provider will maintain a current list of Network Resources, which shall be updated from time to time.
- 3.3 Hourly Load: The Network Customer and/or the EDCs delivering to the Network Customer's load shall provide to the Transmission Provider, on a daily basis, hourly loads and an associated bus distribution for the Network Load. For Network Load within the PJM Region, hourly loads required under this Section shall include all losses within such area, including 500 kV transmission losses, other transmission losses, and distribution losses. The Network Customer shall notify the Transmission Provider whether the Network Customer or the EDC or both will submit the hourly loads.
- 3.4 Energy Schedules: The Network Customer shall schedule energy for its hourly loads in accordance with the Appendix to Attachment K of the Tariff.
- 3.5 Interruptible Loads: The Network Customer shall inform or shall arrange for each EDC delivering to Network Customer's load to inform Transmission Provider about the amount and location of any interruptible loads included in the Network Load. This information shall include the summer and winter peak load for each interruptible load (had such load not been interruptible), that portion of each interruptible load subject to interruption, the conditions under which an interruption can be implemented, and any limitations on the duration and frequency of interruptions.
- 3.6 Procedures for Load Determination: The procedures by which an EDC will determine the peak and hourly loads reported to the Transmission Provider under Sections 3.1 and 3.3 may be set forth in a separate schedule to the Tariff for each EDC.

- 3.7 Behind The Meter Generation: For Behind The Meter Generation of a Network Customer that requires metering pursuant to section 14.5 of the Operating Agreement, the Network Customer shall arrange for the Transmission Owner or EDC to provide directly to Transmission Provider information pertaining to such Behind The Meter Generation and the total load at its location as necessary for PJM's planning purposes.
- 4.0 Energy Imbalance Service: The Network Customer will receive Energy Imbalance Service from the Transmission Provider in accordance with Schedule 4 of the Tariff. Energy Imbalance Service is considered to be PJM Interchange and will be charged at the hourly locational marginal price determined pursuant to Section 2 of the Appendix to Attachment K of the Tariff.

- 5.0 Reconciliation Billing: For Network Load within the PJM Region, to the extent required, the Transmission Provider will reconcile the Network Customer's hourly energy responsibilities as initially reported to Transmission Provider and its hourly energy consumption based on, or estimated from, metered usage, and provide corresponding charges and credits to Network Customer. Such reconciliation, if required, shall be made at the same rates as Energy Imbalance Service.
- 6.0 Designation of party subject to reciprocal service obligation: The Network Customer shall comply with Section 6 of the Tariff.
- 7.0 Name(s) of any Intervening Systems providing transmission service: To the extent any Network Resources are located outside the PJM Region, the list of Network Resources maintained by the Transmission Provider referenced in Section 3.2 of these specifications, shall identify any intervening systems needed to deliver those Network Resources to the Network Customer's retail load.
- 8.0 Charges: Service under this Service Agreement may be subject to some combination of the charges detailed below. (The appropriate charges for individual transactions will be determined in accordance with the terms and conditions of the Tariff.)
- 8.1 Embedded Cost Transmission Charge: The embedded cost transmission charge shall be determined in accordance with the formula set forth in Section 34 of the Tariff.
- 8.2 System Impact and Facilities Study Charges: To the extent Network Resources are located outside, or a new resource is added to, the PJM Region, a System Impact Study and/or Facilities Study Agreement and related charges may be required pursuant to Section 32 of the Tariff.

- 8.3 Direct Assignment Facilities Charge: To the extent that facilities or portions of facilities must be constructed by a Transmission Owner for the sole use or benefit of the Network Customer to accommodate the service requested by the Network Customer, the Network Customer shall be responsible for the cost of such Direct Assignment Facilities, and the charges for such facilities shall be specified at the time that the Transmission Provider determines the facilities that are needed to provide the requested service.
- 8.4 Ancillary Services Charge: In addition to Energy Imbalance Service, Transmission Provider shall bill the Network Customer for ancillary services in accordance with Schedules 1, 1-A, 2, 3, 5, 6, and 9 of the Tariff. To the extent required, the ancillary services charges shall also be reconciled based on any differences between the Network Customer's hourly energy responsibilities as initially reported to Transmission Provider and its hourly energy consumption based on, or estimated from, metered usage.
- 8.5 Other Supporting Facilities Charge: None.
- 8.6 Losses: For Non-Zone Network Load, losses of 3 percent for on-peak hours and 2.5 percent for off-peak hours shall be supplied as set forth in the Appendix to Attachment K of the Tariff.
- 8.7 Other Charges: Transmission Provider shall charge Network Customer any and all other charges set forth in the Tariff applicable to providing Network Integration Service.
- 9.0 Designated Agent: To the extent that a Designated Agent for one or more Network Customers provides to the Transmission Provider any of the information required by these Specifications, it shall provide the information separately for each Network Customer.

CERTIFICATION

I, Jason S. Austin, certify that I am a duly authorized officer of GDF Suez Energy Resources NA, Inc. (Network Customer) and that GDF Suez Energy Resources NA, Inc. (Network Customer) will not request service under this Service Agreement to assist an Eligible Customer to avoid the reciprocity provision of this Open-Access Transmission Tariff.

Jason S. Austin
(Name)

Jason S. Austin
(Name) VP of General Counsel

Subscribed and sworn before me this 16th day of Nov., 2010.

Marsha Frost Griffin
(Notary Public)

My Commission expires: 05/18/2014



DECLARATION OF AUTHORITY

This Declaration of Authority ("Declaration") is a statement and certification made this 24th day of August, 2010 by GDF SUEZ Energy Marketing NA, Inc. ("Party A") and GDF SUEZ Energy Resources NA, Inc. ("Party B") 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 administers 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 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, provide the following certifications:

1. Acting As Principal.
 - (a) PARTY A hereby certifies that in all activities with PJM regarding PARTY A'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 B's load, whether such load is retail or wholesale, PARTY A is acting as principal and shall be billed and be primarily liable to PJM for all costs associated in its procurement of such products and services.
 - (b) PARTY A hereby certifies that in all activities with PJM regarding PARTY A's bidding, sale, scheduling, dispatch, and delivery of energy, capacity and ancillary services from generation owned by PARTY B, PARTY A is acting as principal and is entitled to receive from PJM in its name all revenues associated with its sales of such products and services.

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

2. Reliance By PJM On Certifications.

- (a) Each of 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 of 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. Until such time as PJM receives written notification of any changes to such certifications, signed by both PARTY A and PARTY B, 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. Any written notice of changes to the certifications herein made must be provided to PJM at least thirty days in advance of their effectiveness.

3. Advance Notice to PJM of Proposed Deactivation of Unit

Should PARTY B intend to deactivate any unit in the PJM region, it will provide advance notice to PJM, either directly or through PARTY A, 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 in PARTY A primary and subaccounts

Resource Name: not applicable

Resource ID: not applicable

IN WITNESS WHEREOF, PARTY A and PARTY B execute this Declaration to be effective as of the date written above.

TRC
GDF SUEZ Energy Marketing NA, Inc.
("PARTY A")

[Signature]
Sara Henry
President & CEO

JSA
GDF SUEZ Energy Resources NA, Inc.

[Signature]
Robert Wilson
President & CEO

DECLARATION OF AUTHORITY

This Declaration of Authority ("Declaration") is a statement and certification made this 24th day of August, 2010 by GDF SUEZ Energy Marketing NA, Inc. ("Party A") and GDF SUEZ Energy Resources NA, Inc. ("Party B") 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 administers centralized markets that clear various electric 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 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, provide the following certifications:

1. Acting As Principal.

- (a) PARTY A hereby certifies that in all activities with PJM regarding PARTY A'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 B's load, whether such load is retail or wholesale, PARTY A is acting as principal and shall be billed and be primarily liable to PJM for all costs associated in its procurement of such products and services.
- (b) PARTY A hereby certifies that in all activities with PJM regarding PARTY A's bidding, sale, scheduling, dispatch, and delivery of energy, capacity and ancillary services from generation owned by PARTY B, PARTY A is acting as principal and is entitled to receive from PJM in its name all revenues associated with its sales of such products and services.

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

2. Reliance By PJM On Certifications.

- (a) Each of 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 of 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. Until such time as PJM receives written notification of any changes to such certifications, signed by both PARTY A and PARTY B, 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. Any written notice of changes to the certifications herein made must be provided to PJM at least thirty days in advance of their effectiveness.

3. Advance Notice to PJM of Proposed Deactivation of Unit

Should PARTY B intend to deactivate any unit in the PJM region, it will provide advance notice to PJM, either directly or through PARTY A, 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)

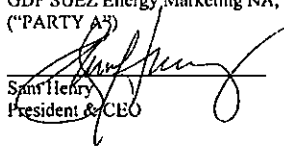
Pursuant to this Section, PARTY B has been Authorized as Principal for the following specific units in PARTY A primary and subaccounts

Resource Name: not applicable

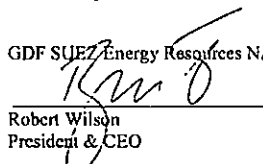
Resource ID: not applicable

IN WITNESS WHEREOF, PARTY A and PARTY B execute this Declaration to be effective as of the date written above.

TAC
GDF SUEZ Energy Marketing NA, Inc.
("PARTY A")


Sam Henry
President & CEO

GDF SUEZ Energy Resources NA, Inc.

JSA

Robert Wilson
President & CEO

DECLARATION OF AUTHORITY

This Declaration of Authority ("Declaration") is a statement and certification made this 24th day of August, 2010 by GDF SUEZ Energy Marketing NA, Inc. ("Party A") and GDF SUEZ Energy Resources NA, Inc. ("Party B") 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 administers 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 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, provide the following certifications:

1. Acting As Principal.

- (a) PARTY A hereby certifies that in all activities with PJM regarding PARTY A'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 B's load, whether such load is retail or wholesale, PARTY A is acting as principal and shall be billed and be primarily liable to PJM for all costs associated in its procurement of such products and services.
- (b) PARTY A hereby certifies that in all activities with PJM regarding PARTY A's bidding, sale, scheduling, dispatch, and delivery of energy, capacity and ancillary services from generation owned by PARTY B, PARTY A is acting as principal and is entitled to receive from PJM in its name all revenues associated with its sales of such products and services.

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

2. Reliance By PJM On Certifications.

- (a) Each of 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 of 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. Until such time as PJM receives written notification of any changes to such certifications, signed by both PARTY A and PARTY B, 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. Any written notice of changes to the certifications herein made must be provided to PJM at least thirty days in advance of their effectiveness.

3. Advance Notice to PJM of Proposed Deactivation of Unit

Should PARTY B intend to deactivate any unit in the PJM region, it will provide advance notice to PJM, either directly or through PARTY A, 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 in PARTY A primary and subaccounts

Resource Name: not applicable

Resource ID: not applicable

IN WITNESS WHEREOF, PARTY A and PARTY B execute this Declaration to be effective as of the date written above.

GDF SUEZ Energy Marketing NA, Inc.
("PARTY A")

SH
Sam Henry
President & CEO

GDF SUEZ Energy Resources NA, Inc.

RW
Robert Wilson
President & CEO

From: (713) 636-1083
 Marsha Griffin
 SUEZ Energy Resources NA, Inc.
 1990 Post Oak Blvd., Suite 1900

Origin ID: HOUA



J151215022303uv

Houston, TX 77056

Ship Date: 16MAR15
 ActWgt: 1.0 LB
 CAD: 4476218/INET3610

Delivery Address Bar Code



SHIP TO: (713) 636-1083

BILL SENDER

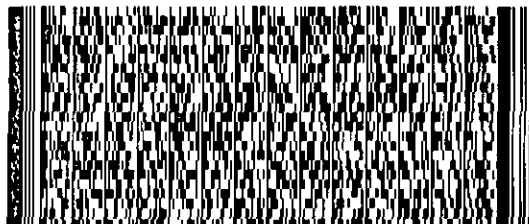
Bureau of Technical Utility Service.
PA Public Utilities Commission
 400 North Street
 Keystone Building
 HARRISBURG, PA 17120

Ref # GSRES Legal
 Invoice #
 PO #
 Dept #

TUE - 17 MAR 3:00P
 STANDARD OVERNIGHT

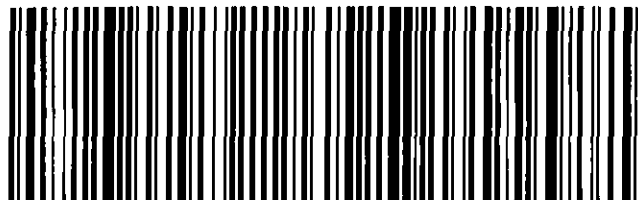
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 Marsha Griffin
 SUEZ Energy Resources NA, Inc.
 1990 Post Oak Blvd., Suite 1900

Origin ID: HQUA




J151215022303LV

Houston, TX 77056

Ship Date: 16MAR15
 ActWgt: 1.0 LB
 CAD: 4476218/INET3610

Delivery Address Bar Code



SHIP TO: (713) 636-1607

BILL SENDER

James J. McNulty, Secretary
PA Public Utilities Commission
400 NORTH ST

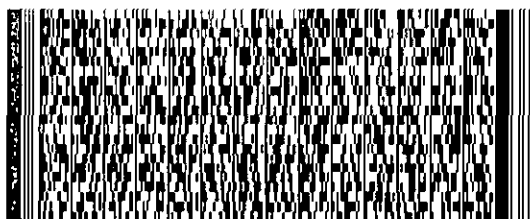
HARRISBURG, PA 17120

Ref # GSERNA Legal
 Invoice #
 PO #
 Dept #

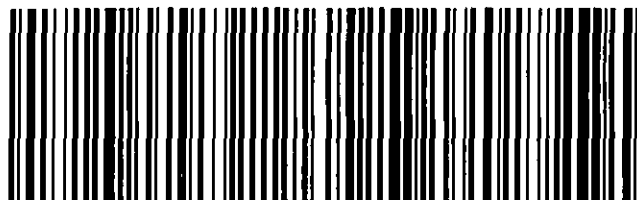
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