

ATTACHMENT Q

PJM CREDIT POLICY

INTRODUCTION:

It is the policy of PJM that prior to an entity participating in the PJM Markets, or in order to take Transmission Service, the entity must meet PJMSettlement's credit requirements.

Prior to becoming a Market Participant and/or Transmission Customer of PJM, PJMSettlement must accept and approve a credit application (including credit agreement) from such entity . PJMSettlement shall approve or deny submitted credit application on the basis of a complete credit evaluation including, but not be limited to, a review of financial statements, rating agency reports, and other pertinent indicators of credit strength that are applicable to the Applicant's requested activity in PJM. Applicants must satisfy all applicable credit requirements set forth in this Attachment Q prior to transacting in the PJM Markets. All references in this Attachment Q to "section" shall refer to sections within Attachment Q unless otherwise indicated.

These credit rules may establish certain restrictions on available credit by requiring that some amounts of credit be designated for specific purposes, such as for FTR or RPM activity, and thus not be available to satisfy credit requirements for other purposes. Such designations shall be construed to be applicable to calculation of credit requirements only, and shall not restrict PJMSettlement's ability to apply such designated credit to any obligation(s) in case of a default.

PJMSettlement may post on PJM's web site, and may reference on OASIS, a supplementary document which contains additional business practices (such as algorithms for credit scoring) that are not included in this document. Changes to the supplementary document will be subject to stakeholder review and comment prior to implementation. PJMSettlement may specify a required compliance date, not less than 15 days from notification, by which time all Participants must comply with provisions that have been revised in the supplementary document.

PJMSettlement will regularly post each Participant's credit requirements and credit provisions on the PJM web site in a secure, password-protected location. Each Participant is responsible for monitoring such information, and maintaining sufficient credit to satisfy all of its PJM credit requirements. Failure to maintain credit sufficient to satisfy its credit requirements shall be a breach of this Attachment Q, and the Participant will be subject to the remedies established herein and in any of the Agreements.

Each Participant is required to provide information as to any known material litigation, commitments or contingencies as well as any current or prior bankruptcy declarations or material defalcations by the Participant or its predecessors, subsidiaries or Affiliates, if any. These disclosures shall be made by the Participant upon the applicable initiation or change, or as requested by PJMSettlement.

Each Participant is required to disclose any Affiliates that are currently Members of PJM or are applying for membership with PJM. Each Participant is also required to disclose the existence of

any ongoing investigations by the U.S. Securities and Exchange Commission (“SEC”), U.S. Commodity Futures Trading Commission (“CFTC”), FERC, or any other governing, regulatory, or standards body. These disclosures shall be made by the Participant upon the applicable initiation or change, or as requested by PJMSettlement.

I. MINIMUM PARTICIPATION REQUIREMENTS

A. PJM Market Participation Eligibility Requirements

To be eligible to transact in the PJM Markets, a Market Participant must demonstrate in accordance with the Risk Management and Verification processes set forth below that it qualifies in one of the following ways:

1. an “appropriate person,” as that term is defined under section 4(c)(3), or successor provision, of the Commodity Exchange Act, or;
2. an “eligible contract participant,” as that term is defined in section 1a(18), or successor provision, of the Commodity Exchange Act, or;
3. a business entity or person who is in the business of: (1) generating, transmitting, or distributing electric energy, or (2) providing electric energy services that are necessary to support the reliable operation of the transmission system, or;
4. a Market Participant seeking eligibility as an “appropriate person” providing an unlimited Corporate Guaranty in a form acceptable to PJMSettlement as described in section II.C below from an issuer that has at least \$1 million of total net worth or \$5 million of total assets per Market Participant for which the issuer has issued an unlimited Corporate Guaranty, or;
5. a Market Participant providing a letter of credit of at least \$5 million to PJMSettlement in a form acceptable to PJMSettlement as described in section III.B below that the Market Participant acknowledges is separate from, and cannot be applied to meet, its credit requirements to PJMSettlement.

If, at any time, a Market Participant cannot meet the eligibility requirements set forth above, it shall immediately notify PJMSettlement and immediately cease conducting transactions in the PJM Markets. PJMSettlement shall terminate a Market Participant’s transaction rights in the PJM Markets if, at any time, it becomes aware that the Market Participant does not meet the minimum eligibility requirements set forth above.

In the event that a Market Participant is no longer able to demonstrate it meets the minimum eligibility requirements set forth above, and possesses, obtains or has rights to possess or obtain, any open or forward positions in the PJM Markets, PJMSettlement may take any such action it deems necessary with respect to such open or forward positions, including, but not limited to, liquidation, transfer, assignment or sale; provided, however, that the Market Participant will, notwithstanding its ineligibility to participate in the PJM Markets, be entitled to any positive

market value of those positions, net of any obligations due and owing to PJM and/or PJMSettlement.

B. Risk Management and Verification

All Participants shall provide to PJMSettlement an executed copy of a credit application and the annual certification set forth in Attachment Q, Appendix 1 before they are eligible to transact in the PJM Markets. Thereafter, the annual certification must be submitted each calendar year by all Participants during a period beginning on January 1 and ending April 30. Except for certain FTR Participants (discussed below) or in cases of manifest error, PJMSettlement will accept such certifications as a matter of course and Participants will not need further notice from PJMSettlement before commencing or maintaining their eligibility to participate in PJM Markets. A Participant that fails to provide its annual certification by April 30 shall be ineligible to transact in the PJM Markets and PJM will disable the Participant's access to the PJM Markets until such time as PJMSettlement receives the Participant's certification.

Participants acknowledge and understand that the annual certification constitutes a representation upon which PJMSettlement will rely. Such representation is additionally made under the Tariff, filed with and accepted by FERC, and any inaccurate or incomplete statement may subject the Participant to action by FERC. Failure to comply with any of the criteria or requirements listed herein or in the certification may result in suspension of a Participant's transaction rights in the PJM Markets.

Certain FTR Participants (those providing representations found in the annual certification form set forth in Attachment Q, Appendix 1, paragraph 3.b) are additionally required to submit to PJMSettlement (at the time they make their annual certification) a copy of their current governing risk control policies, procedures and controls applicable to their FTR trading activities, except that if no substantive changes have been made to such applicable policies, procedures and/or controls since their last submission, they may instead submit to PJMSettlement a certification stating that no substantive changes have been made. PJMSettlement will review such documentation to verify that it appears generally to conform to prudent risk management practices for entities trading in FTR-type markets. Those FTR Participants subject to this provision shall make a one-time payment of \$1,000.00 to PJMSettlement to cover administrative costs. Thereafter, if such FTR Participant's risk policies, procedures and controls applicable to its FTR trading activities change substantively, it shall submit such modified documentation, without charge, to PJMSettlement for review and verification at the time it makes its annual certification. Such FTR Participant's continued eligibility to participate in the PJM FTR markets is conditioned on PJMSettlement notifying such FTR Participant that its annual certification, including the submission of its risk policies, procedures and controls, has been accepted by PJMSettlement. PJMSettlement may retain outside expertise to perform the review and verification function described in this paragraph, however, in all circumstances, PJMSettlement and any third-party it may retain will treat as confidential the documentation provided by an FTR Participant under this paragraph, consistent with the applicable provisions of the Operating Agreement.

An FTR Participant that makes the representation in paragraph 3.a of the annual certification understands that PJMSettlement, given the visibility it has over an FTR Participant's overall market activity in performing billing and settlement functions, may at any time request that the FTR Participant provide additional information demonstrating that it is in fact eligible to make the representation in paragraph 3.a of the annual certification. If such additional information is not provided or does not, in PJMSettlement's judgment, demonstrate eligibility to make the representation in paragraph 3.a of the annual certification, PJMSettlement will require the FTR Participant to instead make the representations required in paragraph 3.b of the annual certification, including representing that it has submitted a copy of its current governing risk control policies, procedures and controls applicable to its FTR trading activities. If the FTR Participant cannot or does not make those representations as required in paragraph 3.b of the annual certification, then PJM will terminate the FTR Participant's rights to purchase FTRs in the FTR market and, in its sole discretion, may terminate the FTR Participant's rights to sell FTRs in the PJM FTR market.

PJMSettlement shall also conduct a periodic compliance verification process to review and verify, as applicable, Participants' risk management policies, practices, and procedures pertaining to the Participants' activities in the PJM Markets. Such review shall include verification that:

1. The risk management framework is documented in a risk policy addressing market, credit and liquidity risks.
2. The Participant maintains an organizational structure with clearly defined roles and responsibilities that clearly segregates trading and risk management functions.
3. There is clarity of authority specifying the types of transactions into which traders are allowed to enter.
4. The Participant has requirements that traders have adequate training relative to their authority in the systems and PJM Markets in which they transact.
5. As appropriate, risk limits are in place to control risk exposures.
6. Reporting is in place to ensure that risks and exceptions are adequately communicated throughout the organization.
7. Processes are in place for qualified independent review of trading activities.
8. As appropriate, there is periodic valuation or mark-to-market of risk positions.

If principles or best practices relating to risk management in wholesale electric markets are published, as may be modified from time to time, by a third-party industry association, PJMSettlement may, following stakeholder discussion and with no less than six months prior notice to stakeholders, apply such principles or best practices in determining the sufficiency of the Participant's risk controls.

PJMSettlement may select Participants for review on a random basis and/or based on identified risk factors such as, but not limited to, the PJM Markets in which the Participant is transacting, the magnitude of the Participant's transactions in the PJM Markets, or the volume of the Participant's open positions in the PJM Markets. Those Participants notified by PJMSettlement that they have been selected for review shall, upon fourteen calendar days' notice, provide a copy of their current governing risk control policies, procedures and controls applicable to their PJM Market activities and shall also provide such further information or documentation pertaining to the Participants' activities in the PJM Markets as PJMSettlement may reasonably request. Participants selected for risk management verification through a random process and satisfactorily verified by PJMSettlement shall be excluded from such verification process based on a random selection for the subsequent two years. PJMSettlement shall annually randomly select for review no more than 20% of the Participants in each member sector.

Each selected Participant's continued eligibility to participate in the PJM Markets is conditioned upon PJMSettlement notifying the Participant of successful completion of PJMSettlement's verification of the Participant's risk management policies, practices and procedures, as discussed herein. However, if PJMSettlement notifies the Participant in writing that it could not successfully complete the verification process, PJMSettlement shall allow such Participant fourteen calendar days to provide sufficient evidence for verification prior to declaring the Participant as ineligible to continue to participate in PJM's markets, which declaration shall be in writing with an explanation of why PJMSettlement could not complete the verification. If, prior to the expiration of such fourteen calendar days, the Participant demonstrates to PJMSettlement that it has filed with the Federal Energy Regulatory Commission an appeal of PJMSettlement's risk management verification determination, then the Participant shall retain its transaction rights, pending the Commission's determination on the Participant's appeal. PJMSettlement may retain outside expertise to perform the review and verification function described in this paragraph. PJMSettlement and any third party it may retain will treat as confidential the documentation provided by a Participant under this paragraph, consistent with the applicable provisions of the Operating Agreement. If PJMSettlement retains such outside expertise, a Participant may direct in writing that PJMSettlement perform the risk management review and verification for such Participant instead of utilizing a third party, provided however, that employees and contract employees of PJMSettlement and PJM shall not be considered to be such outside expertise or third parties.

Participants are solely responsible for the positions they take and the obligations they assume in PJM Markets. PJMSettlement hereby disclaims any and all responsibility to any Participant or PJM Member associated with Participant's submitting or failure to submit its annual certification or PJMSettlement's review and verification of an FTR Participant's risk policies, procedures and controls. Such review and verification is limited to demonstrating basic compliance by an FTR Participant with the representation it makes under paragraph 3.b of its annual certification showing the existence of written policies, procedures and controls to limit its risk in PJM's FTR markets and does not constitute an endorsement of the efficacy of such policies, procedures or controls.

C. Capitalization

In addition to the annual certification requirements in Attachment Q, Appendix 1, a Participant must demonstrate that it meets the minimum financial requirements appropriate for the PJM Market(s) in which it transacts by satisfying either the minimum capitalization or the provision of Collateral requirements listed below:

1. Minimum Capitalization

FTR Participants must demonstrate a tangible net worth in excess of \$1 million or tangible assets in excess of \$10 million. Other Participants must demonstrate a tangible net worth in excess of \$500,000 or tangible assets in excess of \$5 million.

(a) In either case, consideration of tangible assets and net worth shall exclude assets (net of any matching liabilities, assuming the result is a positive value) which PJMSettlement reasonably believes to be restricted, highly risky, or potentially unavailable to settle a claim in the event of default. Examples include, but are not limited to, restricted assets and Affiliate assets, derivative assets, goodwill, and other intangible assets.

(b) Demonstration of “tangible” assets and net worth may be satisfied through presentation of an acceptable Corporate Guaranty, provided that both:

- (i) the Guarantor is an Affiliate company that satisfies the tangible net worth or tangible assets requirements herein, and;
- (ii) the Corporate Guaranty is either unlimited or at least \$500,000.

If the Corporate Guaranty presented by the Participant to satisfy these capitalization requirements is limited in value, then the Participant’s resulting Unsecured Credit Allowance shall be the lesser of:

- (1) the applicable Unsecured Credit Allowance available to the Participant by the Corporate Guaranty pursuant to the creditworthiness provisions of this Attachment Q, or;
- (2) the face value of the Corporate Guaranty, reduced by \$500,000 and further reduced by 10%. (For example, a \$10.5 million Corporate Guaranty would be reduced first by \$500,000 to \$10 million and then further reduced 10% more to \$9 million. The resulting \$9 million would be the Participant’s Unsecured Credit Allowance available through the Corporate Guaranty).

In the event that a Participant provides Collateral in addition to a limited Corporate Guaranty to increase its available credit, the value of such Collateral shall be reduced by 10%. This reduced value shall be

considered the amount available to satisfy requirements of this Attachment Q.

Demonstrations of capitalization must be presented in the form of audited financial statements for the Participant's most recent fiscal year.

2. Provision of Collateral

If a Participant does not demonstrate compliance with its applicable minimum capitalization requirements above, it may still qualify to participate in PJM's markets by posting additional Collateral, subject to the terms and conditions set forth herein.

Any Collateral provided by a Participant unable to satisfy the minimum capitalization requirements above will be restricted in the following manner:

- (i) Collateral provided by FTR Participants shall be reduced by \$500,000 and then further reduced by 10%. This reduced amount shall be considered the amount available to satisfy requirements of this Attachment Q.
- (ii) Collateral provided by other Participants that engage in Virtual Transactions or Export Transactions shall be reduced by \$200,000 and then further reduced by 10%. This reduced value shall be considered the amount available to satisfy requirements of this Attachment Q.
- (iii) Collateral provided by other Participants that do not engage in Virtual Transactions or Export Transactions shall be reduced by 10%, and this reduced value shall be considered the amount available to satisfy requirements of this Attachment Q.

In the event a Participant that satisfies the Minimum Participation requirements through provision of Collateral also provides a Corporate Guaranty to increase its available credit, then the Participant's resulting Unsecured Credit Allowance conveyed through such Corporate Guaranty shall be the lesser of:

- (i) the applicable Unsecured Credit Allowance available to the Participant by the Corporate Guaranty pursuant to the creditworthiness provisions of this Attachment Q, or,
- (ii) the face value of the Corporate Guaranty, reduced by 10%.

II. UNSECURED CREDIT ALLOWANCE

A Participant may request that PJM consider it for an Unsecured Credit Allowance pursuant to the provisions herein.

A. Unsecured Credit Allowance Evaluation

PJMSettlement will perform a credit evaluation on each Participant that has requested an Unsecured Credit Allowance, both initially and at least annually thereafter. In completing the credit evaluation, PJMSettlement will consider:

1. Rating Agency Reports

In evaluating credit strength, PJMSettlement will review rating agency reports from Standard & Poor's, Moody's Investors Service, Fitch Ratings, or other nationally known rating agencies. The focus of the review will be on senior unsecured debt ratings; however, PJMSettlement will consider other ratings if senior unsecured debt ratings are not available.

2. Financial Statements and Related Information

Each Participant requesting an Unsecured Credit Allowance or seeking to satisfy the minimum capitalization requirements herein must submit audited annual financial statements as soon as they become available and no later than 120 days after its fiscal year end. All financial and related information considered for an Unsecured Credit Allowance must be audited by an outside entity, and must be accompanied by an unqualified audit letter acceptable to PJMSettlement. If financial statements are not provided within the timeframe required, the Participant may not be granted an Unsecured Credit Allowance and may have its officer certification revoked.

The information should include, but not be limited to, the following:

- (a) If publicly traded:
 - (i) Annual and quarterly reports on Form 10-K and Form 10-Q, respectively.
 - (ii) Form 8-K reports disclosing material changes, if any, immediately upon issuance.

- (b) If privately held:
 - (i) Management's Discussion & Analysis
 - (ii) Report of Independent Accountants
 - (iii) Financial Statements, including:
 - Balance Sheet
 - Income Statement
 - Statement of Cash Flows
 - Statement of Stockholder's Equity
 - (iv) Notes to Financial Statements

If the above information is available on the internet, the Participant may provide a letter stating where such statements may be located and retrieved by PJMSettlement. For certain Participants, some of the above financial submittals may not be applicable, and alternate requirements may be specified by PJMSettlement.

In its credit evaluation of cooperatives and municipalities, PJMSettlement may request additional information as part of the overall financial review process and may also consider qualitative factors in determining financial strength and creditworthiness.

3. Material Changes

Each Participant is responsible for informing PJMSettlement immediately, in writing, of any material change in its financial condition. However, PJMSettlement may also independently establish from available information that a Participant has experienced a material change in its financial condition without regard to whether such Participant has informed PJMSettlement of the same.

For the purposes of this Attachment Q, a material change in financial condition may include, but is not be limited to, any of the following:

- (a) a downgrade of any debt rating by any rating agency;
- (b) being placed on a credit watch with negative implications by any rating agency;
- (c) a bankruptcy filing;
- (d) insolvency;
- (e) a report of a quarterly or annual loss or a decline in earnings of ten percent or more compared to the prior period;
- (f) restatement of prior financial statements;
- (g) the resignation of key officer(s);
- (h) the filing of a lawsuit that could adversely impact any current or future financial results by ten percent or more;
- (i) financial default in another organized wholesale electric market, futures exchange or clearing house;
- (j) revocation of a license or other authority by any Federal or State regulatory agency; where such license or authority is necessary or important to the Participants continued business for example, FERC market-based rate authority, or State license to serve retail load; or
- (k) a significant change in credit default spreads, market capitalization, or other market-based risk measurement criteria, such as a recent increase in Moody's KMV Expected Default Frequency (EDFtm) that is noticeably greater than the increase in its peers' EDFtm rates, or a collateral default swap (CDS) premium normally associated with an entity rated lower than investment grade.

If PJMSettlement determines that a material change in the financial condition of the Participant has occurred, it may reduce or eliminate any Unsecured Credit afforded to the Participant. Such reduction or elimination may require the Participant to provide Collateral within two Business Days. If the Participant fails to provide the required Collateral, the Participant shall be in default under this Attachment Q.

In the event that PJMSettlement determines that a material change in the financial condition of a Participant warrants a requirement to provide Collateral, PJMSettlement shall provide the Participant with a written explanation of why such determination was made. However, under no

circumstances shall the requirement that a Participant provide the requisite Collateral be deferred pending the issuance of such written explanation.

B. Contesting an Unsecured Credit Evaluation

PJMSettlement will provide to a Participant, upon request, a written explanation for any change in Unsecured Credit or credit requirement within ten Business Days of receiving such request.

If a Participant believes that either its level of Unsecured Credit or its credit requirement has been incorrectly determined, according to this Attachment Q, then the Participant may send a request for reconsideration in writing to PJMSettlement. Such a request should include:

- (i) A citation to the applicable section(s) of this Attachment Q along with an explanation of how the respective provisions of this Attachment Q were not carried out in the determination as made.
- (ii) A calculation of what the Participant believes should be the correct credit level or Collateral requirement, according to terms of this Attachment Q.

PJMSettlement will reconsider the determination and will provide a written response as promptly as practical, but no more than ten Business Days after receipt of the request. If the Participant still feels that the determination is incorrect, then the Participant may contest that determination. Such contest should be in written form, addressed to PJMSettlement, and should contain:

- (i) A complete copy of the Participant's earlier request for reconsideration, including citations and calculations.
- (ii) A copy of PJMSettlement's written response to its request for reconsideration.
- (iii) An explanation of why it believes that the determination still does not comply with this Attachment Q.

PJMSettlement will investigate and will respond to the Participant with a final determination on the matter as promptly as practical, but no more than twenty Business Days after receipt of the request.

Neither requesting reconsideration nor contesting the determination following such request shall relieve or delay Participant's responsibility to comply with all provisions of this Attachment Q.

C. Corporate Guaranty

An irrevocable and unconditional Corporate Guaranty may be utilized to establish an Unsecured Credit Allowance for a Participant. Such credit will be considered a transfer of Unsecured Credit from the Guarantor to the Participant, and will not be considered a form of Collateral.

PJMSettlement will post on its web site an acceptable form that should be utilized by a Participant choosing to establish its credit with a Corporate Guaranty. If the Corporate Guaranty varies in any way from the PJMSettlement format, it must first be reviewed and approved by PJMSettlement before it may be applied to satisfy the Participant's credit requirements. The Corporate Guaranty must be signed by an officer of the Guarantor, and must demonstrate that it is duly authorized in a manner acceptable to PJMSettlement. Such demonstration may include either a corporate seal on the Corporate Guaranty itself, or an accompanying executed and sealed secretary's certificate from the Guarantor's corporate secretary noting that the Guarantor was duly authorized to provide such Corporate Guaranty and that the person signing the Corporate Guaranty is duly authorized, or other manner acceptable to PJMSettlement.

PJM will evaluate the creditworthiness of a Guarantor and will establish any Unsecured Credit granted through a Corporate Guaranty using the methodology and requirements established for Participants requesting an Unsecured Credit Allowance as described herein. Foreign Guaranties and Canadian Guaranties shall be subject to additional requirements as established herein. If PJMSettlement determines that a material change in the financial condition of the Guarantor has occurred, or if the Corporate Guaranty comes within 30 days of expiring without renewal, PJMSettlement may reduce or eliminate any Unsecured Credit afforded to the Participant through the guaranty. Such reduction or elimination may require the Participant to provide Collateral within two Business Days. If the Participant fails to provide the required Collateral, the Participant shall be in default under this Attachment Q.

All costs associated with obtaining and maintaining a Corporate Guaranty and meeting the Attachment Q provisions are the responsibility of the Participant.

1. Foreign Guaranties

A Foreign Guaranty is a Corporate Guaranty that is provided by an Affiliate entity that is domiciled in a country other than the United States or Canada. The entity providing a Foreign Guaranty on behalf of a Participant is a Foreign Guarantor. A Participant may provide a Foreign Guaranty in satisfaction of part of its credit obligations or voluntary credit provision at PJMSettlement provided that all of the following conditions are met:

PJMSettlement reserves the right to deny, reject, or terminate acceptance of any Foreign Guaranty at any time, including for material adverse circumstances or occurrences.

- (a) A Foreign Guaranty:
 - (i) Must contain provisions equivalent to those contained in PJMSettlement's standard form of Foreign Guaranty with any modifications subject to review and approval by PJMSettlement counsel.
 - (ii) Must be denominated in US currency.
 - (iii) Must be written and executed solely in English, including any duplicate originals.
 - (iv) Will not be accepted towards a Participant's Unsecured Credit Allowance for more than the following limits, depending on the Foreign Guarantor's credit rating:

| Rating of Foreign Guarantor | Maximum Accepted Guaranty if Country Rating is AAA | Maximum Accepted Guaranty if Country Rating is AA+ |
|-----------------------------|--|--|
| A- and above | USD50,000,000 | USD30,000,000 |
| BBB+ | USD30,000,000 | USD20,000,000 |
| BBB | USD10,000,000 | USD10,000,000 |
| BBB- or below | USD 0 | USD 0 |

- (v) May not exceed 50% of the Participant's total credit, if the Foreign Grantor is rated less than BBB+.
- (b) A Foreign Guarantor:
- (i) Must satisfy all provisions of this Attachment Q applicable to domestic Guarantors.
 - (ii) Must be an Affiliate of the Participant.
 - (iii) Must maintain an agent for acceptance of service of process in the United States; such agent shall be situated in the Commonwealth of Pennsylvania, absent legal constraint.
 - (iv) Must be rated by at least one Rating Agency acceptable to PJMSettlement; the credit strength of a Foreign Guarantor may not be determined based on an evaluation of its financials without an actual credit rating as well.
 - (v) Must have a senior unsecured (or equivalent, in PJMSettlement's sole discretion) rating of BBB (one notch above BBB-) or greater by any and all agencies that provide rating coverage of the entity.
 - (vi) Must provide financials in Generally Acceptable Accounting Principles (GAAP) format or other format acceptable to PJMSettlement with clear representation of net worth, intangible assets, and any other information PJMSettlement may require in order to determine the entity's Unsecured Credit Allowance
 - (vii) Must provide a Secretary's Certificate from the Participant's corporate secretary certifying the adoption of Corporate Resolutions:
 1. Authorizing and approving the Guaranty; and
 2. Authorizing the Officers to execute and deliver the Guaranty on behalf of the Guarantor.
 - (viii) Must be domiciled in a country with a minimum long-term sovereign (or equivalent) rating of AA+/Aa1, with the following conditions:
 1. Sovereign ratings must be available from at least two rating agencies acceptable to PJMSettlement (e.g. S&P, Moody's, Fitch, DBRS).
 2. Each agency's sovereign rating for the domicile will be considered to be the lowest of: country ceiling, senior unsecured government debt, long-term foreign currency sovereign rating, long-term local currency sovereign rating, or other equivalent measures, at PJMSettlement's sole discretion.
 3. Whether ratings are available from two or three agencies, the lowest of the two or three will be used.
 - (ix) Must be domiciled in a country that recognizes and enforces judgments of US courts.

- (x) Must demonstrate financial commitment to activity in the United States as evidenced by one of the following:
 - 1. American Depository Receipts (ADR) are traded on the New York Stock Exchange, American Stock Exchange, or NASDAQ.
 - 2. Equity ownership worth over USD100,000,000 in the wholly-owned or majority owned subsidiaries in the United States.
- (xi) Must satisfy all other applicable provisions of the PJM Tariff and/or Operating Agreement, including this Attachment Q.
- (xii) Must pay for all expenses incurred by PJMSettlement related to reviewing and accepting a foreign guaranty beyond nominal in-house credit and legal review.
- (xiii) Must, at its own cost, provide PJMSettlement with independent legal opinion from an attorney/solicitor of PJMSettlement's choosing and licensed to practice law in the United States and/or Guarantor's domicile, in form and substance acceptable to PJMSettlement in its sole discretion, confirming the enforceability of the Foreign Guaranty, the Guarantor's legal authorization to grant the Guaranty, the conformance of the Guaranty, Guarantor, and Guarantor's domicile to all of these requirements, and such other matters as PJMSettlement may require in its sole discretion.

2. Canadian Guaranties

The entity providing a Canadian Guaranty on behalf of a Participant is a Canadian Guarantor. A Participant may provide a Canadian Guaranty in satisfaction of part of its credit obligations or voluntary credit provision at PJMSettlement provided that all of the following conditions are met.

PJMSettlement reserves the right to deny, reject, or terminate acceptance of any Canadian Guaranty at any time for reasonable cause, including adverse material circumstances.

- (a) A Canadian Guaranty:
 - (i) Must contain provisions equivalent to those contained in PJMSettlement's standard form of Foreign Guaranty with any modifications subject to review and approval by PJMSettlement counsel.
 - (ii) Must be denominated in US currency.
 - (iii) Must be written and executed solely in English, including any duplicate originals.
- (b) A Canadian Guarantor:
 - (i) Must satisfy all provisions of this Attachment Q applicable to domestic Guarantors.
 - (ii) Must be an Affiliate of the Participant.
 - (iii) Must maintain an agent for acceptance of service of process in the United States; such agent shall be situated in the Commonwealth of Pennsylvania, absent legal constraint.
 - (iv) Must be rated by at least one Rating Agency acceptable to PJMSettlement; the credit strength of a Canadian Guarantor may not be determined based on an evaluation of its financials without an actual credit rating as well.

- (v) Must provide financials in Generally Acceptable Accounting Principles (GAAP) format or other format acceptable to PJMSettlement with clear representation of net worth, intangible assets, and any other information PJMSettlement may require in order to determine the entity's Unsecured Credit Allowance.
- (vi) Must satisfy all other applicable provisions of the PJM Tariff and/or Operating Agreement, including this Attachment Q.

D. Unsecured Credit Allowance Calculation

PJMSettlement’s Unsecured Credit Allowance evaluation process will include calculating a Credit Score for each Participant. The Credit Score will be utilized to determine a Participant’s Unsecured Credit Allowance.

Where two or more entities, including Participants , are considered Affiliates, Unsecured Credit Allowances will be established for each individual Participant, subject to an aggregate maximum amount for all Affiliates as provided for in section II.D.3 of this Attachment Q.

In its credit evaluation of cooperatives and municipalities, PJMSettlement may request additional information as part of the overall financial review process and may also consider qualitative factors in determining financial strength and creditworthiness.

1. Credit Score

For Participants with credit ratings, a Credit Score will be assigned based on their senior unsecured credit rating and credit watch status as shown in the table below. If an explicit senior unsecured rating is not available, PJMSettlement may impute an equivalent rating from other ratings that are available. For Participants without a credit rating, but who wish to be considered for an Unsecured Credit Allowance, a Credit Score will be generated from PJMSettlement’s review and analysis of various factors that are predictors of financial strength and creditworthiness. PJMSettlement will consistently apply the measures it uses in determining Credit Scores. The credit scoring methodology details are included in a supplementary document available on OASIS.

Rated Entities Credit Scores

| Rating | Score | Score Modifier | |
|--------|-------|-----------------------|-----------------------|
| | | Credit Watch Negative | Credit Watch Positive |
| AAA | 100 | -1.0 | 0.0 |
| AA+ | 99 | -1.0 | 0.0 |
| AA | 99 | -1.0 | 0.0 |
| AA- | 98 | -1.0 | 0.0 |
| A+ | 97 | -1.0 | 0.0 |
| A | 96 | -2.0 | 0.0 |
| A- | 93 | -3.0 | 1.0 |
| BBB+ | 88 | -4.0 | 2.0 |

| | | | |
|---------------|----|------|-----|
| BBB | 78 | -4.0 | 2.0 |
| BBB- | 65 | -4.0 | 2.0 |
| BB+ and below | 0 | 0.0 | 0.0 |

2. Unsecured Credit Allowance

PJMSettlement will determine a Participant's Unsecured Credit Allowance based on its Credit Score and the parameters in the table below. The maximum Unsecured Credit Allowance is the lower of:

- (a) A percentage of the Participant's Tangible Net Worth, as stated in the table below, with the percentage based on the Participant's credit score; and
- (b) A dollar cap based on the credit score, as stated in the table below:

| Credit Score | Tangible Net Worth Factor | Maximum Unsecured Credit Allowance (\$ Million) |
|--------------|---------------------------|--|
| 91-100 | 2.125 – 2.50% | \$50 |
| 81-90 | 1.708 – 2.083% | \$42 |
| 71-80 | 1.292 – 1.667% | \$33 |
| 61-70 | 0.875 – 1.25% | \$7 |
| 51-60 | 0.458 – 0.833% | \$0-\$2 |
| 50 and Under | 0% | \$0 |

If a Corporate Guaranty is utilized to establish an Unsecured Credit Allowance for a Participant, the value of a Corporate Guaranty will be the lesser of:

- (i) The limit imposed in the Corporate Guaranty;
- (ii) The Unsecured Credit Allowance calculated for the Guarantor; and
- (iii) A portion of the Unsecured Credit Allowance calculated for the Guarantor in the case of Affiliated Participants.

PJMSettlement has the right at any time to modify any Unsecured Credit Allowance and/or require additional Collateral as may be deemed reasonably necessary to support current market activity. Failure to remit the required amount of additional Collateral within two Business Days shall be deemed an event of default.

PJMSettlement will maintain a posting of each Participant's Unsecured Credit Allowance, along with certain other credit related parameters, on the PJM website in a secure, password-protected location. Each Participant will be responsible for monitoring such information and recognizing changes that may occur.

3. Unsecured Credit Limits For Affiliates

If two or more Participants are Affiliates and each is being granted an Unsecured Credit Allowance, PJMSettlement will consider the overall creditworthiness of the Affiliates when determining the Unsecured Credit Allowances in order not to grant more Unsecured Credit than the overall corporation could support.

Example: Participants A and B each have a \$10.0 million Corporate Guaranty from their common parent, a holding company with an Unsecured Credit Allowance calculation of \$12.0 million. PJMSettlement may limit the Unsecured Credit Allowance for each Participant to \$6.0 million, so the total Unsecured Credit Allowance does not exceed the corporate total of \$12.0 million.

PJMSettlement will work with the Affiliates to allocate the total Unsecured Credit Allowance among the Affiliates while assuring that no individual Participant, nor common guarantor, exceeds the Unsecured Credit Allowance appropriate for its credit strength. The aggregate Unsecured Credit for a Participant, including Unsecured Credit Allowance granted based on its own creditworthiness and any Unsecured Credit Allowance conveyed through a Guaranty shall not exceed \$50 million. The aggregate Unsecured Credit for a group of Affiliates shall not exceed \$50 million. A group of Affiliates subject to this cap shall request PJMSettlement to allocate the maximum Unsecured Credit amongst the group, assuring that no individual Participant or common guarantor, shall exceed the Unsecured Credit level appropriate for its credit strength and activity.

III. FORMS OF COLLATERAL

In order to satisfy their PJM credit requirements Participants may provide Collateral in a PJMSettlement-approved form and amount pursuant to the guidelines herein.

Collateral which is no longer required to be maintained under provisions of the Agreements shall be returned at the request of a Participant no later than two Business Days following determination by PJMSettlement within a commercially reasonable period of time that such Collateral is not required.

Except when an event of default has occurred, a Participant may substitute an approved PJMSettlement form of Collateral for another PJMSettlement approved form of Collateral of equal value.

A. Cash Deposit

Cash provided by a Participant as Collateral will be held in a depository account by PJMSettlement. Interest shall accrue to the benefit of the Participant, provided that PJMSettlement may require Participants to provide appropriate tax and other information in order to accrue such interest credits.

PJMSettlement may establish an array of investment options among which a Participant may choose to invest its cash deposited as Collateral. The depository account shall be held in PJMSettlement's name in a banking or financial institution acceptable to PJMSettlement. Where practicable, PJMSettlement may establish a means for the Participant to communicate directly with the bank or financial institution to permit the Participant to direct certain activity in the PJMSettlement account in which its Collateral is held. PJMSettlement will establish and publish procedural rules, identifying the investment options and respective discounts in Collateral value that will be taken to reflect any liquidation, market and/or credit risk presented by such investments.

Cash Collateral may not be pledged or in any way encumbered or restricted from full and timely use by PJM in accordance with terms of the Agreements.

PJMSettlement has the right to liquidate all or a portion of the Collateral account balance at its discretion to satisfy a Participant's Total Net Obligation to PJMSettlement in the event of default under this Attachment Q or one or more of the Agreements.

B. Letter Of Credit

An unconditional, irrevocable standby letter of credit can be utilized to meet the Collateral requirement. As stated below, the form, substance, and provider of the letter of credit must all be acceptable to PJMSettlement.

- (i) The letter of credit will only be accepted from U.S.-based financial institutions or U.S. branches of foreign financial institutions ("financial institutions") that have a minimum corporate debt rating of "A" by Standard & Poor's or Fitch Ratings, or "A2" from Moody's Investors Service, or an equivalent short term rating from one of these agencies. PJMSettlement will consider the lowest applicable rating to be the rating of the financial institution. If the rating of a financial institution providing a letter of credit is lowered below A/A2 by any rating agency, then PJMSettlement may require the Participant to provide a letter of credit from another financial institution that is rated A/A2 or better, or to provide a cash deposit. If a letter of credit is provided from a U.S. branch of a foreign institution, the U.S. branch must itself comply with the terms of this Attachment Q, including having its own acceptable credit rating.
- (ii) The letter of credit shall state that it shall renew automatically for successive one-year periods, until terminated upon at least ninety (90) days prior written notice from the issuing financial institution. If PJM or PJMSettlement receives notice from the issuing financial institution that the current letter of credit is being cancelled, the Participant will be required to provide evidence, acceptable to PJMSettlement, that such letter of credit will be replaced with appropriate Collateral, effective as of the cancellation date of the letter of credit, no later than thirty (30) days before the cancellation date of the letter of credit, and no later than ninety (90) days after the notice of cancellation. Failure to do so will constitute a default under this Attachment Q and one of more of the Agreements.

- (iii) PJM will post on its web site an acceptable standard form of a letter of credit that should be utilized by a Participant choosing to submit a letter of credit to establish credit at PJM. If the letter of credit varies in any way from the standard format, it must first be reviewed and approved by PJMSettlement. All costs associated with obtaining and maintaining a letter of credit and meeting the Attachment Q provisions are the responsibility of the Participant.
- (iv) PJMSettlement may accept a letter of credit from a financial institution that does not meet the credit standards of this Attachment Q provided that the letter of credit has third-party support, in a form acceptable to PJMSettlement, from a financial institution that does meet the credit standards of this Attachment Q.

C. PJM Administrative Charges

Collateral held by PJMSettlement shall also secure obligations to PJM for PJM administrative charges, and may be liquidated to satisfy all such obligations in event of default.

D. Collateral Held by PJM

PJMSettlement's credit requirements are applicable as of the effective date of the filing on May 5, 2010 by PJM and PJMSettlement of amendments to this Attachment Q. Collateral submitted by Participants and held by PJM shall be held by PJM for the benefit of PJMSettlement.

IV. CREDIT REQUIREMENTS FOR SCREENED TRANSACTIONS

A. Virtual and Export Transaction Screening

1. Credit for Virtual and Export Transactions

Export Transactions and Virtual Transactions both utilize Credit Available for Virtual Transactions to support their credit requirements.

PJMSettlement does not require a Market Participant to establish separate or additional credit for submitting Virtual or Export Transactions; however, once transactions are submitted and accepted by PJM, PJMSettlement may require credit supporting those transactions to be held until the transactions are completed and their financial impact incorporated into the Market Participant's Obligations. If a Market Participant chooses to establish additional Collateral and/or Unsecured Credit Allowance in order to increase its Credit Available for Virtual Transactions, the Market Participant's Working Credit Limit for Virtual Transactions shall be increased in accordance with the definition thereof. The Collateral and/or Unsecured Credit Allowance available to increase a Market Participant's Credit Available for Virtual Transactions shall be the amount of Collateral and/or Unsecured Credit Allowance available after subtracting any credit required for Minimum Participation Requirements, FTR, RPM or other credit requirement determinants defined in this Attachment Q, as applicable.

If a Market Participant chooses to provide additional Collateral in order to increase its Credit Available for Virtual Transactions PJMSettlement may establish a reasonable timeframe, not to exceed three months, for which such Collateral must be maintained. PJMSettlement will not impose such restriction on a deposit unless a Market Participant is notified prior to making the deposit. Such restriction, if applied, shall be applied to all future deposits by all Market Participants engaging in Virtual Transactions.

A Market Participant may increase its Credit Available for Virtual Transactions by providing additional Collateral to PJMSettlement. PJMSettlement will make a good faith effort to make new Collateral available as Credit Available for Virtual Transactions as soon as practicable after confirmation of receipt. In any event, however, Collateral received and confirmed by noon on a Business Day will be applied (as provided under this Attachment Q) to Credit Available for Virtual Transactions no later than 10:00 am on the following Business Day. Receipt and acceptance of wired funds for cash deposit shall mean actual receipt by PJMSettlement's bank, deposit into PJMSettlement's customer deposit account, confirmation by PJMSettlement that such wire has been received and deposited, and entry into PJM's credit system. Receipt and acceptance of letters of credit shall mean receipt of the original letter of credit or amendment thereto, confirmation from PJMSettlement's credit and legal staffs that such letter of credit or amendment thereto conforms to PJMSettlement's requirements, which confirmation shall be made in a reasonable and practicable timeframe, and entry into PJM's credit system. To facilitate this process, bidders submitting additional Collateral for the purpose of increasing their Credit Available for Virtual Transactions are advised to submit such Collateral well in advance of the desired time, and to specifically notify PJMSettlement of such submission.

A Market Participant wishing to submit Virtual or Export Transactions must allocate within PJM's credit system the appropriate amount of Credit Available for Virtual Transactions to the virtual and export allocation sections within each customer account in which it wishes to submit such transactions.

2. Virtual Transaction Screening

All Virtual Transactions submitted to PJM shall be subject to a credit screen prior to acceptance in the Day-ahead Energy Market. The credit screen is applied separately for each of a Market Participant's customer accounts. The credit screen process will automatically reject Virtual Transactions submitted by the Market Participant in a customer account if the Market Participant's Credit Available for Virtual Transactions, allocated on a customer account basis, is exceeded by the Virtual Credit Exposure that is calculated based on the Market Participant's Virtual Transactions submitted, as described below.

A Market Participant's Virtual Credit Exposure will be calculated separately for each customer account on a daily basis for all Virtual Transactions submitted by the Market Participant for the next Operating Day using the following equation:

Virtual Credit Exposure = INC and DEC Exposure + Up-to Congestion Exposure

Where:

(a) INC and DEC Exposure for each customer account is calculated as:

(i) ((the total MWh bid or offered, whichever is greater, hourly at each node) x the Nodal Reference Price x 1 day) summed over all nodes and all hours; plus (ii) ((the difference between the total bid MWh cleared and total offered MWh cleared hourly at each node) x Nodal Reference Price) summed over all nodes and all hours for the previous cleared Day-ahead Energy Market.

(b) Up-to Congestion Exposure for each customer account is calculated as:

(i) Total MWh bid hourly for each Up-to Congestion Transaction x (price bid – Up-to Congestion Reference Price) summed over all Up-to Congestion Transactions and all hours; plus (ii) Total MWh cleared hourly for each Up-to Congestion Transaction x (cleared price – Up-to Congestion Reference Price) summed over all Up-to Congestion Transactions and all hours for the previous cleared Day-ahead Energy Market, provided that hours for which the calculation for an Up-to Congestion Transaction is negative, it shall be deemed to have a zero contribution to the sum.

3. Export Transaction Screening

Export Transactions in the Real-time Energy Market shall be subject to Export Transaction Screening. Export Transaction Screening may be performed either for the duration of the entire Export Transaction, or separately for each time interval comprising an Export Transaction. PJM will deny or curtail all or a portion (based on the relevant time interval) of an Export Transaction if that Export Transaction, or portion thereof, would otherwise cause the Market Participant's Export Credit Exposure to exceed its Credit Available for Export Transactions. Export Transaction Screening shall be applied separately for each Operating Day and shall also be applied to each Export Transaction one or more times prior to the market clearing process for each relevant time interval. Export Transaction Screening shall not apply to transactions established directly by and between PJM and a neighboring Balancing Authority for the purpose of maintaining reliability.

A Market Participant's credit exposure for an individual Export Transaction shall be the MWh volume of the Export Transaction for each relevant time interval multiplied by each relevant Export Transaction Price Factor and summed over all relevant time intervals of the Export Transaction.

B. RPM Auction and Price Responsive Demand Credit Requirements

Settlement during any Delivery Year of cleared positions resulting or expected to result from any RPM Auction shall be included as appropriate in Peak Market Activity, and the provisions of this Attachment Q shall apply to any such activity and obligations arising therefrom. In addition, the provisions of this section shall apply to any entity seeking to participate in any RPM Auction, to address credit risks unique to such auctions. The provisions of this section also shall apply under certain circumstances to PRD Providers that seek to commit Price Responsive Demand pursuant to the provisions of the Reliability Assurance Agreement.

Credit requirements described herein for RPM Auctions and RPM bilateral transactions are applied separately for each customer account of a Market Participant. Market Participants wishing to participate in an RPM Auction or enter into RPM bilateral transactions must designate the appropriate amount of credit to each account in which their offers are submitted.

1. Applicability

A Market Participant seeking to submit a Sell Offer in any RPM Auction based on any Capacity Resource for which there is a materially increased risk of nonperformance must satisfy the credit requirement specified herein before submitting such Sell Offer. A PRD Provider seeking to commit Price Responsive Demand for which there is a materially increased risk of non-performance must satisfy the credit requirement specified herein before it may commit the Price Responsive Demand. Credit must be maintained until such risk of non-performance is substantially eliminated, but may be reduced commensurate with the reduction in such risk, as set forth in section IV.B.3 below.

For purposes of this provision, a resource for which there is a materially increased risk of nonperformance shall mean: (i) a Planned Generation Capacity Resource; (ii) a Planned Demand Resource or an Energy Efficiency Resource; (iii) a Qualifying Transmission Upgrade; (iv) an existing or Planned Generation Capacity Resource located outside the PJM Region that at the time it is submitted in a Sell Offer has not secured firm transmission service to the border of the PJM Region sufficient to satisfy the deliverability requirements of the Reliability Assurance Agreement; or (v) Price Responsive Demand to the extent the responsible PRD Provider has not registered PRD-eligible load at a PRD Substation level to satisfy its Nominal PRD Value commitment, in accordance with Reliability Assurance Agreement, Schedule 6.1.

2. Reliability Pricing Model Auction and Price Responsive Demand Credit Requirement

Except as provided for Credit-Limited Offers below, for any resource specified in section IV.B.1 above, other than Price Responsive Demand, the credit requirement shall be the RPM Auction Credit Rate, as provided in section IV.B.4 below, times the megawatts to be offered for sale from such resource in an RPM Auction. For Qualified Transmission Upgrades, the credit requirements shall be based on the Locational Deliverability Area in which such upgrade was to increase the Capacity Emergency Transfer Limit. However, the credit requirement for Planned Financed Generation Capacity Resources and Planned External Financed Generation Capacity Resources shall be one half of the product of the RPM Auction Credit Rate, as provided in section IV.B.4 below, times the megawatts to be offered for sale from such resource in a Reliability Pricing Model Auction. The RPM Auction Credit Requirement for each Market Participant shall be determined on a customer account basis, separately for each customer account of a Market Participant, and shall be the sum of the credit requirements for all such resources to be offered by such Market Participant in the auction or, as applicable, cleared by such Market Participant in the relevant auctions. For Price Responsive Demand, the credit requirement shall be based on the Nominal PRD Value (stated in Unforced Capacity terms) times the Price Responsive Demand Credit Rate as set forth in section IV.B.5 below. Except for Credit-Limited Offers, the RPM Auction Credit requirement for a Market Participant will be

reduced for any Delivery Year to the extent less than all of such Market Participant's offers clear in the Base Residual Auction or any Incremental Auction for such Delivery Year. Such reduction shall be proportional to the quantity, in megawatts, that failed to clear in such Delivery Year.

A Sell Offer based on a Planned Generation Capacity Resource, Planned Demand Resource, or Energy Efficiency Resource may be submitted as a Credit-Limited Offer. A Market Participant electing this option shall specify a maximum amount of Unforced Capacity, in megawatts, and a maximum credit requirement, in dollars, applicable to the Sell Offer. A Credit-Limited Offer shall clear the RPM Auction in which it is submitted (to the extent it otherwise would clear based on the other offer parameters and the system's need for the offered capacity) only to the extent of the lesser of: (i) the quantity of Unforced Capacity that is the quotient of the division of the specified maximum credit requirement by the Auction Credit Rate resulting from section IV.B.4.b. below; and (ii) the maximum amount of Unforced Capacity specified in the Sell Offer. For a Market Participant electing this alternative, the RPM Auction Credit requirement applicable prior to the posting of results of the auction shall be the maximum credit requirement specified in its Credit-Limited Offer, and the RPM Auction Credit requirement subsequent to posting of the results will be the Auction Credit Rate, as provided in section IV.B.4.b, c. or d. of this Attachment Q, as applicable, times the amount of Unforced Capacity from such Sell Offer that cleared in the auction. The availability and operational details of Credit-Limited Offers shall be as described in the PJM Manuals.

As set forth in section IV.B.4 below, a Market Participant's Auction Credit requirement shall be determined separately for each Delivery Year.

3. Reduction in Credit Requirement

As specified below, the RPM Auction Credit Rate may be reduced under certain circumstances after the auction has closed.

The Price Responsive Demand credit requirement shall be reduced as and to the extent the PRD Provider registers PRD-eligible load at a PRD Substation level to satisfy its Nominal PRD Value commitment, in accordance with Reliability Assurance Agreement, Schedule 6.1.

In addition, the RPM Auction Credit requirement for a Market Participant for any given Delivery Year shall be reduced periodically, provided the Market Participant successfully meets progress milestones that reduce the risk of non-performance, as follows:

- (a) For Planned Demand Resources and Energy Efficiency Resources, the RPM Auction Credit requirement will be reduced in direct proportion to the megawatts of such Demand Resource that the Resource Provider qualifies as a Capacity Resource, in accordance with the procedures established under the Reliability Assurance Agreement.
- (b) For Existing Generation Capacity Resources located outside the PJM Region that have not secured sufficient firm transmission to the border of the PJM Region prior to the auction in which such resource is first offered, the RPM Auction Credit requirement shall be reduced in direct proportion to the megawatts of firm transmission service secured by the Market Participant

that qualify such resource under the deliverability requirements of the Reliability Assurance Agreement.

(c) For Planned Generation Capacity Resources located in the PJM Region, the RPM Auction Credit requirement shall be reduced as the Capacity Resource attains the milestones stated in the following table and as further described in the PJM Manuals.

| Milestones | Increment of reduction from initial RPM Auction Credit requirement |
|--|---|
| Effective Date of Interconnection Service Agreement | 50% |
| Financial Close | 15% |
| Full Notice to Proceed and Commencement of Construction (e.g., footers poured) | 5% |
| Main Power Generating Equipment Delivered | 5% |
| Commencement of Interconnection Service | 25% |

To obtain a reduction in its RPM Auction Credit requirement, except for the Interconnection Service Agreement and Commencement of Interconnection Service milestones, the Capacity Market Seller must submit a sworn, notarized certification of a duly authorized independent engineer in a form acceptable to PJM, certifying that the engineer has personal knowledge, or has engaged in a diligent inquiry to determine, that the milestone has been achieved and that, based on its review of the relevant project information, the independent engineer is not aware of any information that could reasonably cause it to believe that the Capacity Resource will not be in-service by the beginning of the applicable Delivery Year. The Capacity Market Seller shall, if requested by PJM, supply to PJM on a confidential basis all records and documents relating to the independent engineer's certification.

(d) For Planned External Generation Capacity Resources, the RPM Auction Credit requirement shall be reduced as the Capacity Resource attains the milestones stated in the following table and as further described in the PJM Manuals; provided, however, that the total percentage reduction in the RPM Auction Credit requirement shall be no greater than the quotient of (i) the MWs of firm transmission service that the Capacity Market Seller has secured for the complete transmission path divided by (ii) the MWs of firm transmission service required to qualify such resource under the deliverability requirements of the Reliability Assurance Agreement.

| Credit Reduction Milestones for Planned External Generation Capacity Resources | |
|---|---|
| Milestones | Increment of reduction from initial RPM Auction Credit requirement |
| Effective Date of the equivalent of an Interconnection Service Agreement | 50% |
| Financial Close | 15% |
| Full Notice to Proceed and Commencement of Construction (e.g., footers poured) | 5% |
| Main Power Generating Equipment Delivered | 5% |
| Commencement of Interconnection Service | 25% |

To obtain a reduction in its RPM Auction Credit requirement, the Capacity Market Seller must demonstrate satisfaction of the applicable milestone in the same manner as set forth for Planned Generation Capacity Resources in subsection (c) above.

(e) For Planned Financed Generation Capacity Resources located in the PJM Region, the RPM Auction Credit requirement shall be reduced as the Capacity Resource attains the milestones stated in the following table and as further described in the PJM Manuals.

| Credit Reduction Milestones for Planned Financed Generation Capacity Resources | |
|---|---|
| Milestones | Increment of reduction from initial RPM Auction Credit requirement |
| Full Notice to Proceed | 50% |
| Commencement of Construction (e.g., footers poured) | 15% |
| Main Power Generating Equipment Delivered | 10% |
| Commencement of Interconnection Service | 25% |

To obtain a reduction in its RPM Auction Credit requirement, the Capacity Market Seller must demonstrate satisfaction of the applicable milestone in the same manner as set forth for Planned Generation Capacity Resources in subsection (c) above.

(f) For Planned External Financed Generation Capacity Resources, the RPM Auction Credit Requirement shall be reduced as the Capacity Resource attains the milestones stated in the following table and as further described in the PJM Manuals; provided, however, that the total percentage reduction in the RPM Auction Credit requirement, including the initial 50% reduction for being a Planned External Financed Generation Capacity Resources, shall be no greater than the quotient of (i) the MWs of firm transmission service that the Capacity Market Seller has secured for the complete transmission path divided by (ii) the MWs of firm transmission service required to qualify such resource under the deliverability requirements of the Reliability Assurance Agreement.

| Credit Reduction Milestones for Planned External Financed Generation Capacity | |
|--|---|
| Milestones | Increment of reduction from initial RPM Auction Credit requirement |
| Full Notice to Proceed | 50% |
| Commencement of Construction (e.g., footers poured) | 15% |
| Main Power Generating Equipment Delivered | 10% |
| Commencement of Interconnection Service | 25% |

To obtain a reduction in its RPM Auction Credit requirement, the Capacity Market Seller must demonstrate satisfaction of the applicable milestone in the same manner as set forth for Planned Generation Capacity Resources in subsection (c) above.

(g) For Qualifying Transmission Upgrades, the RPM Auction Credit requirement shall be reduced to 50% of the amount calculated under section IV.B.2 above beginning as of the effective date of the latest associated Interconnection Service Agreement (or, when a project will have no such agreement, an Upgrade Construction Service Agreement), and shall be reduced to zero on the date the Qualifying Transmission Upgrade is placed in service. In addition, a Qualifying Transmission Upgrade will be allowed a reduction in its RPM Auction Credit requirement equal to the amount of Collateral currently posted with PJM for the facility construction when the Qualifying Transmission Upgrade meets the following requirements: the Upgrade Construction Service Agreement has been fully executed, the full estimated cost to complete as most recently determined or updated by PJM has been fully paid or collateralized, and all regulatory and other required approvals (except those that must await construction completion) have been obtained. Such reduction in RPM Auction Credit requirement may not be transferred across different projects.

4. RPM Auction Credit Rate

As set forth in the PJM Manuals, a separate Auction Credit Rate shall be calculated for each Delivery Year prior to each RPM Auction for such Delivery Year, as follows:

- (a) Prior to the posting of the results of a Base Residual Auction for a Delivery Year, the Auction Credit Rate shall be:
- (i) For all Capacity Resources other than Capacity Performance Resources, (the greater of (A) 0.3 times the Net Cost of New Entry for the PJM Region for such Delivery Year, in MW-day or (B) \$20 per MW-day) times the number of days in such Delivery Year; and
 - (ii) For Capacity Performance Resources, the greater of ((A) 0.5 times the Net Cost of New Entry for the PJM Region for such Delivery Year or for the Relevant LDA, in MW-day or (B) \$20 per MW-day) times the number of days in such Delivery Year.

- (iii) For Seasonal Capacity Performance Resources, the same as the Auction Credit Rate for Capacity Performance Resources, but reduced to be proportional to the number of days in the relevant season.
- (b) Subsequent to the posting of the results from a Base Residual Auction, the Auction Credit Rate used for ongoing credit requirements for supply committed in such auction shall be:
- (i) For all Capacity Resources other than Capacity Performance Resources, (the greater of (A) \$20/MW-day or (B) 0.2 times the Capacity Resource Clearing Price in such auction for the Locational Deliverability Area within which the resource is located) times the number of days in such Delivery Year; and
 - (ii) For Capacity Performance Resources, the (greater of [(A) \$20/MW-day or (B) 0.2 times the Capacity Resource Clearing Price in such auction for the Locational Deliverability Area within which the resource is located] or (C) the lesser of (1) 0.5 times the Net Cost of New Entry for the PJM Region for such Delivery Year or for the Relevant LDA, in \$/MW-day or (2) 1.5 times the Net Cost of New Entry (stated on an installed capacity basis) for the PJM Region for such Delivery year or for the Relevant LDA, in \$/MW-day minus (the Capacity Resource Clearing Price in such auction for the Locational Deliverability Area within which the resource is located)] times the number of days in such Delivery Year).
 - (iii) For Seasonal Capacity Performance Resources, the same as the Auction Credit Rate for Capacity Performance Resources, but reduced to be proportional to the number of days in the relevant season.
- (c) For any resource not previously committed for a Delivery Year that seeks to participate in an Incremental Auction, the Auction Credit Rate shall be:
- (i) For all Capacity Resources other than Capacity Performance Resources, (the greater of (A) 0.3 times the Net Cost of New Entry for the PJM Region for such Delivery Year, in MW-day or (B) 0.24 times the Capacity Resource Clearing Price in the Base Residual Auction for such Delivery Year for the Locational Deliverability Area within which the resource is located or (C) \$20 per MW-day) times the number of days in such Delivery Year; and
 - (ii) For Capacity Performance Resources, the (greater of (A) 0.5 times Net Cost of New Entry for the PJM Region for such Delivery Year or for the Relevant LDA or (B) \$20/MW-day) times the number of days in such Delivery Year.
- (d) Subsequent to the posting of the results of an Incremental Auction, the Auction Credit Rate used for ongoing credit requirements for supply committed in such auction shall be:
- (i) For Base Capacity Resources: (the greater of (A) \$20/MW-day or (B) 0.2 times the Capacity Resource Clearing Price in such auction for the Locational Deliverability Area within which the resource is located) times the number of days in such Delivery Year, but no greater than the Auction Credit Rate

previously established for such resource's participation in such Incremental Auction pursuant to subsection (c) above) times the number of days in such Delivery Year; and

- (ii) For Capacity Performance Resources, the greater of [(A) \$20/MW-day or (B) 0.2 times the Capacity Resource Clearing Price in such auction for the Locational Deliverability Area within which the resource is located or (C) the lesser of (1) 0.5 times the Net Cost of New Entry for the PJM Region for such Delivery Year or for the Relevant LDA, in \$/MW-day or (2) 1.5 times the Net Cost of New Entry (stated on an installed capacity basis) for the PJM Region for such Delivery Year or for the Relevant LDA, in \$/MW-day minus (the Capacity Resource Clearing Price in such auction for the Locational Deliverability Area within which the resource is located)] times the number of days in such Delivery Year).
- (iii) For Seasonal Capacity Performance Resources, the same as the Auction Credit Rate for Capacity Performance Resources, but reduced to be proportional to the number of days in the relevant season.

(e) For the purposes of this section IV.B.4 [and section IV.B.5 below](#), "Relevant LDA" means the Locational Deliverability Area in which the Capacity Performance Resource is located if a separate Variable Resource Requirement Curve has been established for that Locational Deliverability Area for the Base Residual Auction for such Delivery Year.

5. Price Responsive Demand Credit Rate

(a) [For the 2018/2019 through 2021/2022 Delivery Years:](#)

- (i) Prior to the posting of the results of a Base Residual Auction for a Delivery Year, the Price Responsive Demand Credit Rate shall be (the greater of (iA) 0.3 times the Net Cost of New Entry for the PJM Region for such Delivery Year, in MW-day or (iB) \$20 per MW-day) times the number of days in such Delivery Year;
- (ii) Subsequent to the posting of the results from a Base Residual Auction, the Price Responsive Demand Credit Rate used for ongoing credit requirements for Price Responsive Demand ~~registered~~committed prior to such auction shall be (the greater of (iiA) \$20/MW-day or (iiB) 0.2 times the Capacity Resource Clearing Price in such auction for the Locational Deliverability Area within which ~~the Price Responsive Demand~~the PRD load is located, in \$/MW-day) times the number of days in such Delivery Year times a final price uncertainty factor of 1.05;
- (iie) For any additional Price Responsive Demand that seeks to commit in a Third Incremental Auction in response to a qualifying change in the final LDA load forecast, the Price Responsive Demand Credit Rate shall be the same as the rate for Price Responsive Demand that had cleared in the Base Residual Auction;

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(iv) Subsequent to the posting of the results of the Third Incremental Auction, the Price Responsive Demand Credit Rate used for ongoing credit requirements for all Price Responsive Demand, shall be (the greater of (i) \$20/MW-day or (ii) 0.2 times the Final Zonal Capacity Price for the Locational Deliverability Area within which the Price Responsive Demand is located) times the number of days in such Delivery Year, but no greater than the Price Responsive Demand Credit Rate previously established under subsections (a)(i), (ba)(ii), or (ea)(iii) of this section for such Delivery Year.

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(b) For the 2022/2023 Delivery Year and Subsequent Delivery Years:

(i) Prior to the posting of the results of a Base Residual Auction for a Delivery Year, the Price Responsive Demand Credit Rate shall be (the greater of (A) 0.5 times the Net Cost of New Entry for the PJM Region for such Delivery Year or for the Relevant LDA, in \$/MW-day or (B) \$20 per MW-day) times the number of days in such Delivery Year:

(ii) Subsequent to the posting of the results from a Base Residual Auction, the Price Responsive Demand Credit Rate used for ongoing credit requirements for Price Responsive Demand committed in such auction shall be (the greater of [(A) \$20/MW-day or (B) 0.2 times the Capacity Resource Clearing Price in such auction for the Locational Deliverability Area within which the Price Responsive Demand is located, in \$/MW-day or (C) the lesser of (1) 0.5 times the Net Cost of New Entry for the PJM Region for such Delivery Year or for the Relevant LDA, in \$/MW-day or (2) 1.5 times the Net Cost of New Entry (stated on an installed capacity basis) for the PJM Region for such Delivery year or for the Relevant LDA, in \$/MW-day minus (the Capacity Resource Clearing Price in such auction for the Locational Deliverability Area within which the Price Responsive Demand is located)] times the number of days in such Delivery Year;

(iii) For any additional Price Responsive Demand that seeks to commit in a Third Incremental Auction in response to a qualifying change in the final LDA load forecast, the Price Responsive Demand Credit Rate shall be (the greater of (A) 0.5 times Net Cost of New Entry for the PJM Region for such Delivery Year or for the Relevant LDA, in \$/MW-day or (B) \$20/MW-day) times the number of days in such Delivery Year;

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(iv) Subsequent to the posting of the results of the Third Incremental Auction, the Price Responsive Demand Credit Rate used for ongoing credit requirements for all Price Responsive Demand committed in such auction shall be the greater of [(A) \$20/MW-day or (B) 0.2 times the Capacity Resource Clearing Price in such auction for the Locational Deliverability Area within which the Price Responsive Demand is located or (C) the lesser of (1) 0.5 times the Net Cost of New Entry for the PJM Region for such Delivery Year or for the Relevant LDA, in \$/MW-day or (2) 1.5 times the Net Cost of New Entry (stated on an installed capacity basis) for the PJM Region for such Delivery Year or for the Relevant LDA, in \$/MW-day

minus (the Capacity Performance Resource Clearing Price in such Incremental Auction for the Locational Deliverability Areas within which the Price Responsive Demand is located)] times the number of days in such Delivery Year.

6. RPM Seller Credit - Additional Form of Unsecured Credit for RPM

In addition to the forms of credit specified elsewhere in this Attachment Q, RPM Seller Credit shall be available to Market Participants, but solely for purposes of satisfying RPM Auction Credit requirements. If a supplier has a history of being a net seller into PJM Markets, on average, over the past 12 months, then PJMSettlement will count as available Unsecured Credit twice the average of that Market Participant's total net monthly PJMSettlement bills over the past 12 months. This RPM Seller Credit shall be subject to the cap on available Unsecured Credit as established in section II.D.3 above.

RPM Seller Credit is calculated as a single value for each Market Participant, not separately by account, and must be designated to specific customer accounts in order to be available to satisfy RPM Auction Credit requirements that are calculated in each such customer account.

7. Credit Responsibility for Traded Planned RPM Capacity Resources

PJMSettlement may require that credit and financial responsibility for planned Capacity Resources that are traded remain with the original party (which for these purposes, means the party bearing credit responsibility for the planned Capacity Resource immediately prior to trade) unless the receiving party independently establishes consistent with this Attachment Q, that it has sufficient credit with PJMSettlement and agrees by providing written notice to PJMSettlement that it will fully assume the credit responsibility associated with the traded planned Capacity Resource.

C. Financial Transmission Right Auctions

Credit requirements described herein for FTR activity are applied separately for each customer account of a Market Participant. FTR Participants must designate the appropriate amount of credit to each separate customer account in which any activity occurs or will occur.

1. FTR Credit Limit.

Participants must maintain their FTR Credit Limit at a level equal to or greater than their FTR Credit Requirement for each applicable account. FTR Credit Limits will be established only by a Participant providing Collateral and designating the available credit to specific accounts.

2. FTR Credit Requirement.

For each Market Participant with FTR activity, PJMSettlement shall calculate an FTR Credit Requirement. The FTR Credit Requirement shall be based on FTR cost less the FTR Historical Value, but shall be no less than ten cents (10¢) per MWh, as further described below. FTR Historical Values shall be calculated separately for on-peak, off-peak, and 24-hour FTRs for

each month of the year. FTR Historical Values shall be adjusted by plus or minus ten percent for cleared counter flow or prevailing flow FTRs, respectively, in order to mitigate exposure due to uncertainty and fluctuations in actual FTR value. Historical values used in the calculation of FTR Historical Values shall be adjusted when the network simulation model utilized in PJM's economic planning process indicates that transmission congestion will decrease due to certain transmission upgrades that are in effect or planned to go into effect for the following Planning Period. The transmission upgrades to be modeled for this purpose shall only include those upgrades that, individually, or together, have 10% or more impact on the transmission congestion on an individual constraint or constraints with congestion of \$5 million or more affecting a common congestion path. The adjustments to historical values shall be the dollar amount of the adjustment shown in the network simulation model. If FTR cost less the FTR Historical Value, plus any applicable increase related to portfolio diversification as described in section C.6 below, results in a value that is less than ten cents (10¢) per MWh, the FTR Credit Requirement shall be increased to ten cents (10¢) per MWh. When calculating the portfolio MWh for this comparison, for cleared "Sell" FTRs, the MWh shall be subtracted from the portfolio total; prior to clearing, the MWh for "Sell" FTRs shall not be included in the portfolio total. FTR Credit Requirements shall be further adjusted by ARR credits available and by an amount based on portfolio diversification, if applicable. The requirement will be based on individual monthly exposures which are then used to derive a total requirement.

The FTR Credit Requirement shall be calculated by first adding for each month the FTR Monthly Credit Requirement Contribution for each submitted, accepted, and cleared FTR and then subtracting the prorated value of any ARRs held by the Market Participant for that month. The resulting twelve monthly subtotals represent the expected value of net payments between PJMSettlement and the Market Participant for FTR activity each month during the Planning Period. Subject to later adjustment by an amount based on portfolio diversification, if applicable, the FTR Credit Requirement shall be the sum of the individual positive monthly subtotals, representing months in which net payments to PJMSettlement are expected.

3. Rejection of FTR Bids.

Bids submitted into an auction will be rejected if the Market Participant's FTR Credit Requirement including such submitted bids would exceed the Market Participant's FTR Credit Limit, or if the Market Participant fails to establish additional credit as required pursuant to provisions related to portfolio diversification.

4. FTR Credit Collateral Returns.

A Market Participant may request from PJMSettlement the return of any Collateral no longer required for the FTR auctions. PJMSettlement is permitted to limit the frequency of such requested Collateral returns, provided that Collateral returns shall be made by PJMSettlement at least once per calendar quarter, if requested by a Market Participant.

5. Credit Responsibility for Bilateral Transfers of FTRs.

PJMSettlement may require that credit responsibility associated with an FTR bilaterally transferred to a new Market Participant remain with the original party (which for these purposes, means the party bearing credit responsibility for the FTR immediately prior to bilateral transfer) unless and until the receiving party independently establishes, consistent with this Attachment Q, sufficient credit with PJMSettlement and agrees through confirmation of the bilateral transfer in PJM's FTR reporting tool that it will meet in full the credit requirements associated with the transferred FTR.

6. Portfolio Diversification.

Portfolio diversification shall be calculated, and the appropriate provisions herein applied, separately for each customer account of a Market Participant, and separately for each month.

Subsequent to calculating a tentative cleared solution for an FTR auction (or auction round), PJM shall determine the FTR Portfolio Auction Value for each customer account of a Market Participant, including the tentative cleared solution. Any customer accounts with such FTR Portfolio Auction Values that are negative in one or more months shall be deemed "FTR Flow Undiversified".

For customer accounts that are FTR Flow Undiversified in a month, PJMSettlement shall increment the FTR Credit Requirement by an amount equal to three times the absolute value of the FTR Portfolio Auction Value in that month, including the tentative cleared solution. For portfolios that are FTR Flow Undiversified in months subsequent to the current planning year, these incremental amounts, calculated on a monthly basis, shall be reduced (but not below zero) by an amount up to 25% of the monthly value of ARR credits that are held by a Market Participant. Subsequent to the ARR allocation process preceding an annual FTR auction, such ARR credits shall be reduced to zero for months associated with that ARR allocation process. PJMSettlement may recalculate such ARR credits at any time, but at a minimum shall do so subsequent to each annual FTR auction. If a reduction in such ARR credits at any time increases a Market Participant's FTR Credit Requirements beyond its credit available for FTR activity, the Market Participant must increase its credit to eliminate the shortfall in the applicable customer account(s).

If the FTR Credit Requirement for any Market Participant's customer account exceeds its credit available for FTRs as a result of these diversification requirements for the tentatively cleared portfolio of FTRs, PJMSettlement shall immediately issue a demand for additional credit, and such demand must be fulfilled before 4:00 p.m. on the Business Day following the demand. If any Market Participant does not timely satisfy such demand, PJMSettlement, in coordination with PJM, shall cause the removal of that Market Participant's entire set of bids in that account for that FTR auction (or auction round) and a new cleared solution shall be calculated for the entire auction (or auction round).

If necessary, PJM shall repeat the auction clearing calculation. PJM shall repeat these portfolio diversification calculations subsequent to any such secondary clearing calculation, and PJMSettlement shall require affected Market Participants to establish additional credit.

7. FTR Administrative Charge Credit Requirement

In addition to any other credit requirements, PJM Settlement may apply a credit requirement to cover the maximum administrative fees that may be charged to a Market Participant for its bids and offers.

8. Long-Term FTR Credit Recalculation

Long-term FTR Credit Requirement calculations shall be updated annually for known history, consistent with updating of historical values used for FTR Credit Requirement calculations in the annual auctions.

Effective only for the FTR Historical Value update performed in 2018 for FTR Credit Requirement calculations, Market Participants will be granted a one-time transition period of no longer than 13 months in duration, during which they may remedy any credit shortfall arising from the 2018 historical value update. The transition period shall commence upon implementation of the 2018 FTR Historical Value update, and shall expire upon implementation of the 2019 FTR Historical Value update. During this transition period, a shortfall in FTR credit allocation by a Market Participant shall not be an event of default. However, failure to remedy the shortfall by the expiration of the transition period shall be an event of default. During such transition period, Market Participants with a credit shortfall shall be restricted in all of their credit-screened transactions. Specifically, such Market Participants may not engage in any Virtual Transactions or Export Transactions, or participate in RPM Auctions or other RPM activity, and may only participate in FTR Auctions or engage in FTR trading activities that reduce credit requirements. PJM shall not return any Collateral to such Market Participants until their credit shortfall is remedied. Market Participants shall allocate any excess or unallocated Collateral to any account(s) of such Market Participant in which there is a credit shortfall during the transition period. Market Participants may remedy their credit shortfall at any time through provision of sufficient Collateral.

9. FTR Credit Recalculation to Implement the Minimum Per MWh Requirement

Effective only for the initial implementation of the ten cent (10¢) per MWh minimum FTR Credit Requirement, Market Participants will be granted a one-time transition period during which they may remedy any credit shortfall arising therefrom. The transition period shall commence upon implementation of the minimum per MWh Requirement, and shall expire upon implementation of the 2019 FTR Historical Value update. During this transition period, a shortfall in FTR credit allocation by a Market Participant shall not be an event of default. However, until such shortfall is remedied, Market Participants with a credit shortfall shall be restricted in all of their credit-screened transactions. Specifically, such Market Participants may not engage in any Virtual Transactions or Export Transactions, or participate in RPM Auctions or other RPM activity. Such Market Participants may engage only in the selling of open FTR positions, either in FTR auctions or bilaterally, provided such sales would reduce the Market Participants' FTR Credit Requirements. PJM shall not return any Collateral to such Market Participants until their credit shortfall is remedied. Market Participants shall allocate any excess or unallocated Collateral to any account(s) of such Market Participant in which there is a credit

shortfall. Market Participants may remedy their credit shortfall at any time through provision of sufficient Collateral.

V. GENERAL OBLIGATIONS

A. Peak Market Activity Credit Requirement

PJM shall calculate a Peak Market Activity credit requirement for each Participant. Each Participant must maintain sufficient Unsecured Credit Allowance and/or Collateral, as applicable, and subject to the provisions herein, to satisfy its Peak Market Activity credit requirement.

Peak Market Activity for Participants will be determined semi-annually, utilizing an initial Peak Market Activity, as explained below, calculated after the first complete billing week in the months of April and October. Peak Market Activity shall be the greater of the initial Peak Market Activity, or the greatest amount invoiced for the Participant's transaction activity for all PJM Markets and services in any rolling one, two, or three week period, ending within a respective semi-annual period. However, Peak Market Activity shall not exceed the greatest amount invoiced for the Participant's transaction activity for all PJM Markets and services in any rolling one, two or three week period in the prior 52 weeks.

Peak Market Activity shall exclude FTR Net Activity, Virtual Transactions Net Activity, and Export Transactions Net Activity.

When calculating Peak Market Activity, PJMSettlement may attribute credits for Regulation service to the days on which they were accrued, rather than including them in the month-end invoice.

The initial Peak Market Activity for Applicants will be determined by PJMSettlement based on a review of an estimate of their transactional activity for all PJM Markets and services over the next 52 weeks, which the Applicant shall provide to PJMSettlement.

The initial Peak Market Activity for Market Participants and Transmission Customers, calculated at the beginning of each semi-annual period, shall be the three-week average of all non-zero invoice totals over the previous 52 weeks. This calculation shall be performed and applied within three Business Days following the day the invoice is issued for the first full billing week in the current semi-annual period.

Prepayments shall not affect Peak Market Activity unless otherwise agreed to in writing pursuant to this Attachment Q.

Peak Market Activity calculations shall take into account reductions of invoice values effectuated by early payments which are applied to reduce a Participant's Peak Market Activity as contemplated by other terms of this Attachment Q; provided that the initial Peak Market Activity shall not be less than the average value calculated using the weeks for which no early payment was made.

A Participant may reduce its Collateral requirement by agreeing in writing (in a form acceptable to PJMSettlement) to make additional payments, including prepayments, as and when necessary to ensure that such Participant's Total Net Obligation at no time exceeds such reduced Collateral requirement.

PJMSettlement may, at its discretion, adjust a Participant's Peak Market Activity requirement if PJMSettlement determines that the Peak Market Activity is not representative of such Participant's expected activity, as a consequence of known, measurable, and sustained changes. Such changes may include the loss (without replacement) of short-term load contracts, when such contracts had terms of three months or more and were acquired through state-sponsored retail load programs, but shall not include short-term buying and selling activities.

PJMSettlement may waive the credit requirements for a Participant that has no outstanding transactions and agrees in writing that it shall not, after the date of such agreement, incur obligations under any of the Agreements. Such entity's access to all electronic transaction systems administered by PJM shall be terminated.

A Participant receiving unsecured credit may make early payments up to ten times in a rolling 52-week period in order to reduce its Peak Market Activity for credit requirement purposes. Imputed Peak Market Activity reductions for credit purposes will be applied to the billing period for which the payment was received. Payments used as the basis for such reductions must be received prior to issuance or posting of the invoice for the relevant billing period. The imputed Peak Market Activity reduction attributed to any payment may not exceed the amount of Unsecured Credit for which the Participant is eligible.

B. Working Credit Limit

PJMSettlement will establish a Working Credit Limit for each Participant against which its Total Net Obligation will be monitored. The Working Credit Limit is defined as 75% of the Collateral provided to PJMSettlement and/or 75% of the Unsecured Credit Allowance determined by PJMSettlement, as reduced by any applicable credit requirement determinants defined in this Attachment Q. A Participant's Total Net Obligation should not exceed its Working Credit Limit.

Example: After a credit evaluation by PJMSettlement, a Participant that has satisfied the Minimum Participation Requirements with audited financials demonstrating a Tangible Net Worth greater than \$1,000,000 is allowed an Unsecured Credit Allowance of \$10.0 million. The Participant will be assigned a Working Credit Limit of \$7.5 million.

If a Participant's Total Net Obligation approaches its Working Credit Limit, PJMSettlement may require the Participant to make an advance payment or increase its Collateral in order to maintain its Total Net Obligation below its Working Credit Limit. Except as explicitly provided herein, advance payments shall not serve to reduce the Participant's Peak Market Activity for the purpose of calculating credit requirements.

Example: After 10 days, and with 5 days remaining before the bill is due to be paid, a Participant approaches its \$4.0 million Working Credit Limit. PJMSettlement may

require a prepayment of \$2.0 million in order that the Total Net Obligation will not exceed the Working Credit Limit.

If a Participant exceeds its Working Credit Limit or is required to make advance payments more than ten times during a 52-week period, PJMSettlement may require Collateral in an amount as may be deemed reasonably necessary to support its Total Net Obligation.

When calculating Total Net Obligation, PJMSettlement may attribute credits for Regulation service to the days on which they were accrued, rather than including them in the month-end invoice.

VI. CREDIT BREACH AND EVENTS OF DEFAULT

If PJMSettlement determines that a Participant is in Credit Breach of its requirements, including payment requirements, PJMSettlement may issue to the Participant a breach notice or Collateral Call. A Participant will have two Business Days from notification of Credit Breach or issuance of a Collateral Call to remedy the Credit Breach or satisfy the Collateral Call in a manner deemed acceptable by PJMSettlement. Failure to remedy the Credit Breach or satisfy such Collateral Call within such two Business Days will be considered an event of default. If a Participant fails to meet the requirements of this Attachment Q but then remedies the Credit Breach or satisfies a Collateral Call within the two Business Day cure period, then the Participant shall be deemed to have complied with this Attachment Q. Any such two Business Day cure period will expire at 4:00 p.m. eastern prevailing time on the final day.

Only one cure period shall apply to a single event giving rise to a Credit Breach or Credit Breach default. Application of Collateral towards a non-payment shall not be considered a satisfactory cure of such Credit Breach if the Participant fails to meet all requirements of this Attachment Q after such application.

Failure to comply with this Attachment Q (except for the responsibility of a Participant to notify PJMSettlement of a material change) shall be considered an event of default. Pursuant to Operating Agreement, section 15.1.3 and Tariff, Part I, section 7.3, non-compliance with this Attachment Q is an event of default under those respective Agreements. In event of default under this Attachment Q or one or more of the Agreements, PJMSettlement, in coordination with PJM, will take such actions as may be required or permitted under the Agreements, including but not limited to the termination of the Participant's ongoing Transmission Service and participation in PJM Markets. PJMSettlement has the right to liquidate all or a portion of a Participant's Collateral at its discretion to satisfy Total Net Obligations to PJMSettlement in the event of default under this Attachment Q or one or more of the Agreements.

In event of breach or default by a Participant of any requirements of this Attachment Q, PJMSettlement may exercise any remedy or action allowed or prescribed by this Attachment Q immediately upon identification of the Breach or following a reasonable time after identification in order to properly investigate and to orderly exercise such remedy or action. Delay in exercising any allowed or prescribed remedy or action shall not preclude PJMSettlement from exercising such remedy or action at a later time.

PJMSettlement may hold a defaulting Participant's Collateral for as long as such party's positions exist and consistent with this Attachment Q, in order to protect PJM's membership from default.

No payments shall be due to a Participant, nor shall any payments be made to a Participant, while the Participant is in default or has been declared in Credit Breach of this Attachment Q or the Agreements, or while a Collateral Call is outstanding. PJMSettlement may apply towards an ongoing default any amounts that are held or later become available or due to the defaulting Participant through PJM's markets and systems.

In order to cover Obligations, PJMSettlement may hold a Participant's Collateral through the end of the billing period which includes the 90th day following the last day a Participant had activity, open positions, or accruing obligations (other than reconciliations and true-ups), and until such Participant has satisfactorily paid any obligations invoiced through such period. Obligations incurred or accrued through such period shall survive any withdrawal from PJM. In event of non-payment by a Participant, PJMSettlement may apply any Collateral to such Participant's Obligations, even if Participant had previously announced and effected its withdrawal from PJM.

Attachment Q
Appendix 1

PJM MINIMUM PARTICIPATION CRITERIA
OFFICER CERTIFICATION FORM

Participant Name: _____ ("**Participant**")

I, _____, a duly authorized officer of Participant, understanding that PJM Interconnection, L.L.C. and PJMSettlement, Inc. ("PJMSettlement") are relying on this certification as evidence that Participant meets the minimum requirements set forth in the PJM Open Access Transmission Tariff ("PJM Tariff"), Attachment Q hereby certify that I have full authority to represent on behalf of Participant and further represent as follows, as evidenced by my initialing each representation in the space provided below:

1. All employees or agents transacting in markets or services provided pursuant to the PJM Tariff or PJM Amended and Restated Operating Agreement ("PJM Operating Agreement") on behalf of the Participant have received appropriate¹ training and are authorized to transact on behalf of Participant. _____
2. Participant has written risk management policies, procedures, and controls, approved by Participant's independent risk management function² and applicable to transactions in the PJM Markets in which it participates and for which employees or agents transacting in markets or services provided pursuant to the PJM Tariff or PJM Operating Agreement have been trained, that provide an appropriate, comprehensive risk management framework that, at a minimum, clearly identifies and documents the range of risks to which Participant is exposed, including, but not limited to credit risks, liquidity risks and market risks. _____
3. An FTR Participant must make either the following 3.a. or 3.b. additional representations, evidenced by the undersigned officer initialing either the one 3.a. representation or the six 3.b. representations in the spaces provided below:
 - 3.a. Participant transacts in PJM's FTR markets with the sole intent to hedge congestion risk in connection with either obligations Participant has to serve load or rights Participant has to generate electricity in the PJM Region ("physical

¹As used in this representation, the term "appropriate" as used with respect to training means training that is (i) comparable to generally accepted practices in the energy trading industry, and (ii) commensurate and proportional in sophistication, scope and frequency to the volume of transactions and the nature and extent of the risk taken by the participant.

²As used in this representation, a Participant's "independent risk management function" can include appropriate corporate persons or bodies that are independent of the Participant's trading functions, such as a risk management committee, a risk officer, a Participant's board or board committee, or a board or committee of the Participant's parent company.

transactions”) and monitors all of the Participant’s FTR market activity to endeavor to ensure that its FTR positions, considering both the size and pathways of the positions, are either generally proportionate to or generally do not exceed the Participant’s physical transactions, and remain generally consistent with the Participant’s intention to hedge its physical transactions._____

- 3.b. On no less than a weekly basis, Participant values its FTR positions and engages in a probabilistic assessment of the hypothetical risk of such positions using analytically based methodologies, predicated on the use of industry accepted valuation methodologies._____

Such valuation and risk assessment functions are performed either by persons within Participant’s organization independent from those trading in PJM’s FTR markets or by an outside firm qualified and with expertise in this area of risk management._____

Having valued its FTR positions and quantified their hypothetical risks, Participant applies its written policies, procedures and controls to limit its risks using industry recognized practices, such as value-at-risk limitations, concentration limits, or other controls designed to prevent Participant from purposefully or unintentionally taking on risk that is not commensurate or proportional to Participant’s financial capability to manage such risk._____

Exceptions to Participant’s written risk policies, procedures and controls applicable to Participant’s FTR positions are documented and explain a reasoned basis for the granting of any exception._____

Participant has provided to PJMSettlement, in accordance with Tariff, Attachment Q, section I.B, a copy of its current governing risk management policies, procedures and controls applicable to its FTR trading activities._____

If the risk management policies, procedures and controls applicable to Participant’s FTR trading activities submitted to PJMSettlement were submitted prior to the current certification, Participant certifies that no substantive changes have been made to such policies, procedures and controls applicable to its FTR trading activities since such submission._____

4. Participant has appropriate personnel resources, operating procedures and technical abilities to promptly and effectively respond to all PJM communications and directions._____
5. Participant has demonstrated compliance with the Minimum Capitalization criteria set forth in Tariff, Attachment Q that are applicable to the PJM Market(s) in which Participant transacts, and is not aware of any change having occurred or being imminent that would invalidate such compliance._____

6. All Participants must certify and initial in at least one of the four sections below:

- a. I certify that Participant qualifies as an “appropriate person” as that term is defined under section 4(c)(3), or successor provision, of the Commodity Exchange Act or an “eligible contract participant” as that term is defined under section 1a(18), or successor provision, of the Commodity Exchange Act. I certify that Participant will cease transacting in PJM’s Markets and notify PJMSettlement immediately if Participant no longer qualifies as an “appropriate person” or “eligible contract participant.” _____

If providing financial statements to support Participant’s certification of qualification as an “appropriate person:”

I certify, to the best of my knowledge and belief, that the financial statements provided to PJMSettlement present fairly, pursuant to such disclosures in such financial statements, the financial position of Participant as of the date of those financial statements. Further, I certify that Participant continues to maintain the minimum \$1 million total net worth and/or \$5 million total asset levels reflected in these financial statements as of the date of this certification. I acknowledge that both PJM and PJMSettlement are relying upon my certification to maintain compliance with federal regulatory requirements. _____

If providing financial statements to support Participant’s certification of qualification as an “eligible contract participant:”

I certify, to the best of my knowledge and belief, that the financial statements provided to PJMSettlement present fairly, pursuant to such disclosures in such financial statements, the financial position of Participant as of the date of those financial statements. Further, I certify that Participant continues to maintain the minimum \$1 million total net worth and/or \$10 million total asset levels reflected in these financial statements as of the date of this certification. I acknowledge that both PJM and PJMSettlement are relying upon my certification to maintain compliance with federal regulatory requirements. _____

- b. I certify that Participant has provided an unlimited Corporate Guaranty in a form acceptable to PJM as described in Tariff, Attachment Q, section II.C from an issuer that has at least \$1 million of total net worth or \$5 million of total assets per Participant for which the issuer has issued an unlimited Corporate Guaranty. I certify that Participant will cease transacting PJM’s Markets and notify PJMSettlement immediately if issuer of the unlimited Corporate Guaranty for Participant no longer has at least \$1 million of total net worth or \$5 million of total assets per Participant for which the issuer has issued an unlimited Corporate Guaranty. _____

I certify that the issuer of the unlimited Corporate Guaranty to Participant continues to have at least \$1 million of total net worth or \$5 million of total assets per Participant for which the issuer has issued an unlimited Corporate Guaranty. I

acknowledge that PJM and PJMSettlement are relying upon my certifications to maintain compliance with federal regulatory requirements._____

c. I certify that Participant fulfills the eligibility requirements of the Commodity Futures Trading Commission exemption order (78 F.R. 19880 – April 2, 2013) by being in the business of at least one of the following in the PJM Region as indicated below (initial those applicable):

1. Generating electric energy, including Participants that resell physical energy acquired from an entity generating electric energy:_____
2. Transmitting electric energy:_____
3. Distributing electric energy delivered under Point-to-Point or Network Integration Transmission Service, including scheduled import, export and wheel through transactions:_____
4. Other electric energy services that are necessary to support the reliable operation of the transmission system:_____

Description only if c(4) is initialed:

Further, I certify that Participant will cease transacting in the PJM Markets and notify PJMSettlement immediately if Participant no longer performs at least one of the functions noted above in the PJM Region. I acknowledge that PJM and PJMSettlement are relying on my certification to maintain compliance with federal energy regulatory requirements._____

d. I certify that Participant has provided a letter of credit of \$5 million or more to PJMSettlement in a form acceptable to PJMSettlement as described in Tariff, Attachment Q, section III.B that the Participant acknowledges cannot be utilized to meet its credit requirements to PJMSettlement. I acknowledge that PJM and PJMSettlement are relying on the provision of this letter of credit and my certification to maintain compliance with federal regulatory requirements._____

7. I acknowledge that I have read and understood the provisions of Tariff, Attachment Q applicable to Participant's business in the PJM Markets, including those provisions describing PJM's minimum participation requirements and the enforcement actions available to PJMSettlement of a Participant not satisfying those requirements. I acknowledge that the information provided herein is true and accurate to the best of my belief and knowledge after due investigation. In addition, by signing this certification, I

acknowledge the potential consequences of making incomplete or false statements in this Certification. _____

Date: _____

(Signature)

Print Name: _____

Title: _____