

Operating Agreement

11.6 Membership Requirements.

- (a) To qualify as a Member, an Applicant shall:
- (i) Be a Transmission Owner, a Generation Owner, an Other Supplier, an Electric Distributor, or an End-Use Customer;
 - (ii) Accept the obligations set forth in this Agreement; ~~and~~
 - (iii) Cure any default, including but not limited to paying all outstanding and unpaid obligations due to PJM and/or PJMSettlement by any former Member that is an Affiliate of the Applicant ~~or, if any, as required by PJM and/or PJMSettlement based on its evaluation of the membership application; and~~
 - (iv) Cure any default, including but not limited to paying all outstanding and unpaid obligations due to PJM and/or PJMSettlement by any former Member, and for which shares at least one Principal with the Applicant should be treated as the same Member that experienced the outstanding default, pursuant to the factors identified in Operating Agreement, Schedule 1, section 1.4.8, and the parallel provisions of Tariff, Attachment K-Appendix, section 1.4.8, if any, as required by PJM and/or PJMSettlement based on its evaluation of the membership application.
- (b) Certain Members that are Load Serving Entities are parties to the Reliability Assurance Agreement. Upon becoming a Member, any Applicant that is a Load Serving Entity in the PJM Region and that wishes to become a Market Buyer shall also simultaneously execute the Reliability Assurance Agreement.
- (c) An Applicant that wishes to become a PJM Member and party to this Agreement shall apply, in writing, to the President of PJM setting forth its request, its qualifications for membership, its agreement to supply data and information as specified in this Agreement and any additional data or information reasonably requested by PJM and/or PJMSettlement, its agreement to pay all costs and expenses in accordance with Operating Agreement, Schedule 3, and providing all additional information specified pursuant to the Agreements for entities that wish to become Market Participants. Among other things, PJM will evaluate the application to determine whether the entity seeking to become a Member (i) is qualified for membership, (ii) satisfies the requirements for participation in one of the sectors in accordance with Operating Agreement, section 8.1, and/or (iii) presents any unreasonable, inherent or material risks to PJM, including but not limited to unreasonable credit risk pursuant to Tariff, Attachment Q that cannot be cured by posting Collateral or credit support commensurate with the risk of the anticipated market activity of the Applicant to the PJM Markets and PJM Members. Such review shall include an examination of whether the Applicant ~~is affiliated with, or has any Principal or key personnel in common with, should be treated as~~ a former Member that ~~defaulted on any obligation owed to PJM and/or PJMSettlement~~ experienced an outstanding default in PJM, including but not limited to the interconnectedness of the business relationships, overlap in relevant personnel, similarity of business activities, overlap of customer base, and the business engaged in prior to the attempted re-entry, and other relevant factors. PJM and PJMSettlement

will review applications to determine whether they satisfy applicable requirements. The determination whether an application for membership is approved shall be made within ~~a reasonable period of time~~ ninety (90) days after receipt of all documentation and information required by the Agreements and/or requested by PJM and/or PJMSettlement in the consideration of the application for membership. If an application for membership is not approved by the President of PJM, the Applicant will be provided a written notice explaining the basis for non-approval. An Applicant may appeal the non-approval of its application for membership to the Federal Energy Regulatory Commission.

(d) Nothing in this Operating Agreement, section 11 is intended to remove, in any respect, the choice of participation by other utility companies or organizations in the operation of the PJM Region through inclusion in the System of a Member.

(e) An Applicant whose application is accepted by the President of PJM pursuant to section 11.6(c) above shall execute a supplement to this Agreement in substantially the form prescribed in Operating Agreement, Schedule 4, which supplement shall be countersigned by the President of PJM or the President's authorized designee. The Applicant shall become a Member effective on the date the supplement is countersigned by the President of PJM or the President's authorized designee.

(f) Applicants whose applications contemplate expansion or rearrangement of the PJM Region may become Members promptly as described in sections 11.6(c) and 11.6(e) above, but the integration of the Applicant's system into all of the operation and accounting provisions of the Agreements, shall occur only after completion of all required installations and modifications of metering, communications, computer programming, and other necessary and appropriate facilities and procedures, as determined by the Office of the Interconnection. The Office of the Interconnection shall notify the other Members when such integration has occurred.

(g) Applicants that become Members will be listed in Operating Agreement, Schedule 12.

(h) In accordance with this Agreement, Members agree that PJMSettlement shall be the Counterparty with respect to certain transactions under the PJM Tariff and this Agreement.