

ILLINOIS POLLUTION CONTROL BOARD

MIDWEST GENERATION EME, LLC

Petitioner,

v.

ILLINOIS ENVIRONMENTAL

PROTECTION AGENCY,

Respondent.

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PCB 04-185

(Trade Secret Appeal)

NOTICE OF FILING

To: Bradley P. Halloran
Hearing Officer
Illinois Pollution Control Board
James R. Thompson Center, Suite 11-500
100 W. Randolph Street
Chicago, IL 60601

Lisa Madigan
Matthew Dunn
Ann Alexander
Paula Becker Wheeler
Office of the Attorney General
188 West Randolph Street, Suite 2000
Chicago, Illinois 60601

PLEASE TAKE NOTICE that I have today filed with the Office of the Clerk of the Pollution Control Board Midwest Generation EME, LLC's Notice of Substitution of Previously Filed Exhibit, a copy of which is herewith served upon you.

/s/ Mary Ann Mullin

Mary Ann Mullin

Dated: May 30, 2007

Schiff Hardin LLP
6600 Sears Tower
Chicago, IL 60606
(847) 295-4318

ILLINOIS POLLUTION CONTROL BOARD

MIDWEST GENERATION EME, LLC

Petitioner,

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(Trade Secret Appeal)

**MIDWEST GENERATION EME, LLC'S
NOTICE OF SUBSTITUTION OF PREVIOUSLY FILED EXHIBIT**

On Tuesday, May 29, 2007, Midwest Generation EME, LLC (“Midwest Generation”) filed an Amended Petition for Review with the Illinois Pollution Control Board. Attached to that document as Attachment 2 was the Declaration of Michael J. King, dated May 25, 2007. The Operating Agreement of PJM Interconnection, LLC was attached as Exhibit 3 to Mr. King’s Declaration; however, Midwest Generation inadvertently submitted prior versions of this operating agreement.

We are now attaching the current version of Exhibit 3 to Mr. King's Declaration to be substituted for the version which was filed on May 29, 2007.

Respectfully submitted,

MIDWEST GENERATION EME, LLC

By: /s/ Mary Ann Mullin

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Mary Ann Mullin
Andrew N. Sawula
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Attorneys for
MIDWEST GENERATION EME,
LLC

EXHIBIT 3

PJM Interconnection, L.L.C.
Third Revised Rate Schedule FERC No. 24

**AMENDED AND RESTATED
OPERATING AGREEMENT
OF
PJM INTERCONNECTION, L.L.C.**

The following sheets reflect all revisions approved by FERC in orders issued through May 23 2007, and all revisions from compliance filings submitted through May 23, 2007 as well as clean up revisions to: (1) incorporate language accepted by FERC in prior versions of the Operating Agreement, but not previously integrated into the current effective pages; and (2) correct minor typographical and formatting errors.

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PJM Interconnection, L.L.C.
Third Revised Rate Schedule FERC No. 24

Seventh Revised Sheet No. 43
Superseding Fifth Revised Sheet No. 43

11.3 Member Responsibilities.

11.3.1 General.

To facilitate and provide for the work of the Office of the Interconnection and of the several committees appointed by the Members Committee, each Member shall, to the extent applicable;

(a) Maintain adequate records and, subject to the provisions of this Agreement for the protection of the confidentiality of proprietary or commercially sensitive information, provide data required for (i) coordination of operations, (ii) accounting for all interchange transactions, (iii) preparation of required reports, (iv) coordination of planning, including those data required for capacity accounting under the Reliability Assurance Agreement and Reliability Assurance Agreement-West, and Reliability Assurance Agreement-South; (v) preparation of maintenance schedules, (vi) analysis of system disturbances, and (vii) such other purposes, including those set forth in Schedule 2, as will contribute to the reliable and economic operation of the PJM Region;

(b) Provide such recording, telemetering, revenue quality metering, communication and control facilities as are required for the coordination of its operations with the Office of the Interconnection and those of the other Members and to enable the Office of the Interconnection to operate the PJM Region and otherwise implement and administer this Agreement, including equipment required in normal and Emergency operations and for the recording and analysis of system disturbances;

(c) Provide adequate and properly trained personnel to (i) permit participation in the coordinated operation of the PJM Region, (ii) meet its obligation on a timely basis for supply of records and data, (iii) serve on committees and participate in their investigations, and (iv) share in the representation of the Interconnection in inter-regional and national reliability activities. Minimum training for Members that operate Market Operations Centers and local control centers shall include compliance with the applicable training standards and requirements in PJM Manual 01, Control Center Requirements, including the PJM System Operator Training Requirements in Attachment C;

(d) Share in the costs of committee activities and investigations (including costs of consultants, computer time and other appropriate items), communication facilities used by all the Members (in addition to those provided in the Office of the Interconnection), and such other expenses as are approved for payment by the PJM Board, such costs to be recovered as provided in Schedule 3;

(e) Comply with the requirements of the PJM Manuals and all directives of the Office of the Interconnection to take any action for the purpose of managing, alleviating or ending an Emergency, and authorize the Office of the Interconnection to direct the transfer or interruption of the delivery of energy on their behalf to meet an Emergency and to implement agreements with other Control Areas interconnected with the PJM Region for the mutual provision of service to meet an Emergency, and be subject to the emergency procedure charges specified in Schedule 9 of this Agreement for any failure to follow the Emergency instructions of the Office of the Interconnection. In addressing any Emergency, the Office of the Interconnection shall comply with the terms of any reserve sharing agreements in effect for any part of the PJM Region.

11.3.2 Facilities Planning and Operation.

Consistent with and subject to the requirements of this Agreement, the PJM Tariff, the governing agreements of the Applicable Regional Reliability Councils, the Reliability Assurance Agreement, the Reliability Assurance Agreement-West, the Reliability Assurance Agreement-South, the Consolidated Transmission Owners Agreement, and the PJM Manuals, each Member shall

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Vice President, Federal Government Policy
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Effective: September 18, 2006

PJM Interconnection, L.L.C.
Third Revised Rate Schedule FERC No. 24

Fifth Revised Sheet No. 44
Superseding Third Revised Sheet No. 44

cooperate with the other Members in the coordinated planning and operation of the facilities of its System within the PJM Region so as to obtain the greatest practicable degree of reliability, compatible economy and other advantages from such coordinated planning and operation. In furtherance of such cooperation each Member shall, as applicable:

(a) Consult with the other Members and the Office of the Interconnection, and coordinate the installation of its electric generation and Transmission Facilities with those of such other Members so as to maintain reliable service in the PJM Region;

(b) Coordinate with the other Members, the Office of the Interconnection and with others in the planning and operation of the regional facilities to secure a high level of reliability and continuity of service and other advantages;

(c) Cooperate with the other Members and the Office of the Interconnection in the implementation of all policies and procedures established pursuant to this Agreement for dealing with Emergencies, including but not limited to policies and procedures for maintaining or arranging for a portion of a Member's Capacity Resources, at least equal to the applicable levels established from time to time by the Office of the Interconnection, to have the ability to go from a shutdown condition to an operating condition and start delivering power without assistance from the power system;

(d) Cooperate with the members of the Applicable Regional Reliability Councils to augment the reliability of the bulk power supply facilities of the region and comply with Applicable Regional Reliability Councils and NERC operating and planning standards, principles and guidelines and the PJM Manuals implementing such standards, principles and guidelines;

(e) Obtain or arrange for transmission service as appropriate to carry out this Agreement;

(f) Cooperate with the Office of the Interconnection's coordination of the operating and maintenance schedules of the Member's generating and Transmission Facilities with the facilities of other Members to maintain reliable service to its own customers and those of the other Members and to obtain economic efficiencies consistent therewith;

(g) Cooperate with the other Members and the Office of the Interconnection in the analysis, formulation and implementation of plans to prevent or eliminate conditions that impair the reliability of the PJM Region; and

(h) Adopt and apply standards adopted pursuant to this Agreement and conforming to NERC, and Applicable Regional Reliability Council standards, principles and guidelines and the PJM Manuals, for system design, equipment ratings, operating practices and maintenance practices.

11.3.3 Electric Distributors.

In addition to any of the foregoing responsibilities that may be applicable, each Member that is an Electric Distributor, whether or not that Member votes in the Members Committee in the Electric Distributor sector or meets the eligibility requirements for any other sector of the Members Committee, shall:

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Vice President, Government Policy

Effective: May 1, 2005

Issued On: November 4, 2004

Filed to comply with order of the Federal Energy Regulatory Commission, Docket Nos. ER04-829, et al., issued October 5, 2004, 109 FERC ¶ 61,012.

PJM Interconnection, L.L.C.
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Fifth Revised Sheet No. 45
Superseding Fourth Revised Sheet No. 45

(a) Accept, comply with or be compatible with all standards applicable within the PJM Region with respect to system design, equipment ratings, operating practices and maintenance practices as set forth in the PJM Manuals, or be subject to an interconnected Member's requirements relating to the foregoing, so that sufficient electrical equipment, control capability, information and communication are available to the Office of the Interconnection for planning and operation of the PJM Region;

(b) Assure the continued compatibility of its local system energy management system monitoring and telecommunications systems to satisfy the technical requirements of interacting automatically or manually with the Office of the Interconnection as it directs the operation of the PJM Region;

(c) Maintain or arrange for a portion of its connected load to be subject to control by automatic underfrequency, under-voltage, or other load-shedding devices at least equal to the levels established pursuant to the Reliability Assurance Agreement, Reliability Assurance Agreement-West, and Reliability Assurance Agreement-South, as applicable, or be subject to another Member's control for these purposes;

(d) Provide or arrange for sufficient reactive capability and voltage control facilities to conform to Good Utility Practice and (i) to meet the reactive requirements of its system and customers and (ii) to maintain adequate voltage levels and the stability required by the bulk power supply facilities of the PJM Region;

(e) Shed connected load, share Capacity Resources, initiate active load management programs, and take such other coordination actions as may be necessary in accordance with the directions of the Office of the Interconnection in Emergencies;

(f) Maintain or arrange for a portion of its Capacity Resources at least equal to the level established pursuant to the Reliability Assurance Agreement to have the ability to go from a shutdown condition to an operating condition and start delivering power without assistance from the power system;

(g) Provide or arrange through another Member for the services of a 24-hour local control center to coordinate with the Office of the Interconnection, each such control center to be furnished with appropriate telemetry equipment as specified in the PJM Manuals, and to be staffed by system operators trained and delegated sufficient authority to take any action necessary to assure that the system for which the operator is responsible is operated in a stable and reliable manner. In addition to meeting any training standards and requirements specified in this Agreement, local control center staff shall be required to meet applicable training standards and requirements in PJM Manual 01, Control Center Requirements, including the PJM System Operator Training Requirements in Attachment C;

(h) Provide to the Office of the Interconnection all System, accounting, customer tracking, load forecasting (including all load to be served from its System) and other data necessary or appropriate to implement or administer this Agreement, the Reliability Assurance Agreement, the Reliability Assurance Agreement-West and the Reliability Assurance Agreement-South; and

(i) Comply with the underfrequency relay obligations and charges specified in Schedule 7 of this Agreement.

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Vice President, Federal Government Policy
Issued On: November 2, 2005

Effective: January 2, 2006

PJM Interconnection, L.L.C.
Third Revised Rate Schedule FERC No. 24

Third Revised Sheet No. 46
Superseding Original Sheet No. 46

11.3.4 Reports to the Office of the Interconnection.

Each Member shall report as promptly as possible to the Office of the Interconnection any changes in its operating practices and procedures relating to the reliability of the bulk power supply facilities of the PJM Region. The Office of the Interconnection shall review such reports, and if any change in an operating practice or procedure of the Member is not in accord with the established operating principles, practices and procedures for the PJM Region and such change adversely affects such region and regional reliability, it shall so inform such Member, and the other Members through their representative on the Operating Committee, and shall direct that such change be modified to conform to the established operating principles, practices and procedures.

11.4 Regional Transmission Expansion Planning Protocol.

The Members shall participate in regional transmission expansion planning in accordance with the Regional Transmission Expansion Planning Protocol set forth in Schedule 6 to this Agreement.

11.5 Member Right to Petition.

(a) Nothing herein shall deprive any Member of the right to petition FERC to modify any provision of this Agreement or any Schedule or practice hereunder that the petitioning Member believes to be unjust, unreasonable, or unduly discriminatory under section 206 of the Federal Power Act, subject to the right of any other Member (a) to oppose said proposal, or (b) to withdraw from the LLC pursuant to Section 4.1.

(b) Nothing herein shall be construed as affecting in any way the right of the Members, acting pursuant to a vote of the Members Committee as specified in Section 8.4, unilaterally to make an application to FERC for a change in any rate, charge, classification, tariff or service, or any rule or regulation related thereto, under section 205 of the Federal Power Act and pursuant to the rules and regulations promulgated by FERC thereunder, subject to the right of any Member that voted against such change in any rate, charge, classification, tariff or service, or any rule or regulation related thereto, in intervene in opposition to any such application.

11.6 Membership Requirements.

(a) To qualify as a Member, an entity shall:

- i) Be a Transmission Owner a Generation Owner, an Other Supplier, an Electric Distributor, or an End-Use Customer; and
- ii) Accept the obligations set forth in this Agreement.

(b) Certain Members that are Load Serving Entities are parties to the Reliability Assurance Agreement, Reliability Assurance Agreement-West, or Reliability Assurance Agreement-South. Upon becoming a Member, any entity that is a Load Serving Entity in the MAAC Control Zone and that wishes to become a Market Buyer shall also simultaneously execute the Reliability Assurance Agreement. Any entity that is a

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PJM Interconnection, L.L.C.
Third Revised Rate Schedule FERC No. 24

Fourth Revised Sheet No. 47
Superseding Original Sheet No. 47

Load Serving Entity in the PJM West Region and that wishes to become a Market Buyer shall also simultaneously execute the Reliability Assurance Agreement-West. Any entity that is a Load Serving Entity in the PJM South Region and that wishes to become a Market Buyer shall also simultaneously execute the Reliability Assurance Agreement-South.

(c) An entity that wishes to become a party to this Agreement shall apply, in writing, to the President setting forth its request, its qualifications for membership, its agreement to supply data as specified in this Agreement, its agreement to pay all costs and expenses in accordance with Schedule 3, and providing all information specified pursuant to the Schedules to this Agreement for entities that wish to become Market Participants. Any such application that meets all applicable requirements shall be approved by the President within sixty (60) days.

(d) Nothing in this 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 entity whose application is accepted by the President pursuant to Section 11.6(c) shall execute a supplement to this Agreement in substantially the form prescribed in Schedule 4, which supplement shall be countersigned by the President. The entity shall become a Member effective on the date the supplement is countersigned by the President.

(f) Entities 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 this Agreement and the Reliability Assurance Agreement, or, as applicable, the Reliability Assurance Agreement-West or the Reliability Assurance Agreement-South, 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) Entities that become Members will be listed in Schedule 12 of this Agreement.

(h) In accordance with the MAAC Agreement, a Member serving load in the MAAC Control Zone shall be a member of MAAC and any other Member may be a member of MAAC.

12. TRANSFERS OF MEMBERSHIP INTEREST

The rights and obligations created by this Agreement shall inure to and bind the successors and assigns of such Member; provided, however, that the rights and obligations of any Member hereunder shall not be assigned without the approval of the Members Committee except as to a successor in operation of a Member's electric operating properties by reason of a merger, consolidation, reorganization, sale, spin-off, or foreclosure, as a result of which substantially all such electric operating properties are acquired by such a successor, and such successor becomes a Member.

13. INTERCHANGE

13.1 Interchange Arrangements with Non-Members.

Any Member may enter into interchange arrangements with others that are not Members with respect to the delivery or receipt of capacity and energy to fulfill its obligations hereunder or for any other purpose, subject to the standards and requirements established in or pursuant to this Agreement.

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Vice President, Government Policy
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PJM Interconnection, L.L.C.
Third Revised Rate Schedule FERC No. 24

First Revised Sheet No. 59
Superseding Original Sheet No. 59

Members attending. The Office of the Interconnection shall reimburse all Board Members for their reasonable costs of attending meetings.

18.14 Notice.

(a) Except as otherwise expressly provided herein, notices required under this Agreement shall be in writing and shall be sent to a Member by overnight courier, hand delivery, telecopier or other reliable electronic means to the representative on the Members Committee of such Member at the address for such Member previously provided by such Member to the Office of the Interconnection. Any such notice so sent shall be deemed to have been given (i) upon delivery if given by overnight couriers or hand delivery, or (ii) upon confirmation if given by telecopier or other reliable electronic means. Notices of meetings of the Members Committee or committees, subcommittees, task forces, working groups and other bodies under its auspices may be given as provided in the Members Committee by-laws.

(b) Notices, as well as copies of the agenda and minutes of all meetings of committees, subcommittees, task forces, working groups, User Groups, or other bodies formed under this Agreement, shall be posted in a timely fashion on and made available for downloading from the PJM website.

18.15 Headings.

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

18.16 No Third-Party Beneficiaries.

This Agreement is intended to be solely for the benefit of the Members and their respective successors and permitted assigns and, unless expressly stated herein, is not intended to and shall not confer any rights or benefits on any third party (other than successors and permitted assigns) not a signatory hereto.

18.17 Confidentiality.

18.17.1 Party Access.

(a) No Member shall have a right hereunder to receive or review any documents, data or other information of another Member, including documents, data or other information provided to the Office of the Interconnection, to the extent such documents, data or information have been designated as confidential pursuant to the procedures adopted by the Office of the Interconnection or to the extent that they have been designated as confidential by such other Member; provided, however, a Member may receive and review any composite documents, data and other information that may be developed based on such confidential documents, data or information if the composite does not disclose any individual Member's confidential data or information.

(b) Except as may be provided in this Agreement or in the PJM Open Access Transmission Tariff, the Office of the Interconnection shall not disclose to its Members or to third parties, any documents, data, or other information of a Member or entity applying for Membership, to the extent such documents, data, or other information has been designated confidential pursuant to the procedures adopted by the Office of the Interconnection or by such Member or entity

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Vice President, Governmental Policy
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PJM Interconnection, L.L.C.
Third Revised Rate Schedule FERC No. 24

Second Revised Sheet No. 60
Superseding First Revised Sheet No. 60

applying for membership; provided that nothing contained herein shall prohibit the Office of the Interconnection from providing any such confidential information to its agents, representatives, or contractors to the extent that such person or entity is bound by an obligation to maintain such confidentiality; provided further that nothing contained herein shall prohibit the Office of the Interconnection from providing Member confidential information to the North American Electric Reliability Council or any of its regional reliability councils, or to any reliability coordinator, to the extent that (i) the Office of the Interconnection determines in its reasonable discretion that the exchange of such information is required to enhance and/or maintain reliability within the Members' Applicable Regional Reliability Councils and their neighboring reliability councils, or within the region of any reliability coordinator, (ii) such entity is bound by a written agreement to maintain such confidentiality, and (iii) the Office of the Interconnection has notified the affected party of its intention to release such information no less than five business days prior to the release. The Office of the Interconnection shall collect and use confidential information only in connection with its authority under this Agreement and the Open Access Transmission Tariff and the retention of such information shall be in accordance with PJM's data retention policies.

(c) Nothing contained herein shall prevent the Office of the Interconnection from releasing a Member's confidential data or information to a third party provided that the Member has delivered to the Office of the Interconnection specific, written authorization for such release setting forth the data or information to be released, to whom such release is authorized, and the period of time for which such release shall be authorized. The Office of the Interconnection shall limit the release of a Member's confidential data or information to that specific authorization received from the Member. Nothing herein shall prohibit a Member from withdrawing such authorization upon written notice to the Office of the Interconnection who shall cease such release as soon as practicable after receipt of such withdrawal notice.

18.17.2 Required Disclosure.

(a) Notwithstanding anything in the foregoing Section to the contrary, and subject to the provisions of Section 18.17.3, if a Member or the Office of the Interconnection is required by applicable law, or in the course of administrative or judicial proceedings other than FERC proceedings or investigations, to disclose to third parties other than the FERC or its staff, information that is otherwise required to be maintained in confidence pursuant to this Agreement, that Member or the Office of the Interconnection may make disclosure of such information; provided, however, that as soon as the Member or the Office of the Interconnection learns of the disclosure requirement and prior to making disclosure, that Member or the Office of the Interconnection shall notify the affected Member or Members of the requirement and the terms thereof and the affected Member or Members may direct, at their sole discretion and cost, any challenge to or defense against the disclosure requirement. The disclosing Member and the Office of the Interconnection shall cooperate with such affected Members to the maximum extent practicable to minimize the disclosure of the information consistent with applicable law. Each Member and the Office of the Interconnection shall cooperate with the affected Members to obtain proprietary or confidential treatment of such information by the person to whom such information is disclosed prior to any such disclosure.

(b) Nothing in this Section 18.17 shall prohibit or otherwise limit the Office of the Interconnection's use of information covered herein if such information was: (i) previously

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Vice President, Federal Government Policy
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PJM Interconnection, L.L.C.

Substitute First Revised Sheet No. 61

Third Revised Rate Schedule FERC No. 24

Superseding First Revised Sheet No. 61

known to the Office of the Interconnection without an obligation of confidentiality; (ii) independently developed by or for the Office of the Interconnection using nonconfidential information; (iii) acquired by the Office of the Interconnection from a third party which is not, to the Office of the Interconnection's knowledge, under an obligation of confidence with respect to such information; (iv) which is or becomes publicly available other than through a manner inconsistent with this Section 18.17.

(c) The Office of the Interconnection shall impose on any contractors retained to provide technical support or otherwise to assist with the implementation or administration of this Agreement or of the Open Access Transmission Tariff a contractual duty of confidentiality consistent with this Agreement. A Member shall not be obligated to provide confidential or proprietary information to any contractor that does not assume such a duty of confidentiality, and the Office of the Interconnection shall not provide any such information to any such contractor without the express written permission of the Member providing the information.

(d) Section 18.17.2(a) does not apply to disclosure of information to the FERC or its staff.

18.17.3 Disclosure to FERC.

Notwithstanding anything in this Section to the contrary, if the FERC or its staff, during the course of an investigation or otherwise, requests information from the Office of the Interconnection that is otherwise required to be maintained in confidence pursuant to this Agreement, the Office of the Interconnection shall provide the requested information to the FERC or its staff, within the time provided for in the request for information. In providing the information to the FERC or its staff, the Office of the Interconnection may, consistent with 18 C.F.R. § 388.112, request that the information be treated as confidential and non-public by the FERC and its staff and that the information be withheld from public disclosure. The Office of the Interconnection shall notify any affected Member(s) when it is notified by FERC or its staff, that a request for disclosure of, or decision to disclose, confidential information has been received, at which time the Office of Interconnection and the affected Member may respond before such information would be made public, pursuant to 18 C.F.R. § 388.112.

18.17.4 Disclosure to Authorized Persons

(a) Notwithstanding anything in this section to the contrary, the Office of the Interconnection and/or the PJM Market Monitor shall disclose confidential information, otherwise required to be maintained in confidence pursuant to this Agreement, to an Authorized Person under the following conditions:

- i) The Authorized Person has executed a Non-Disclosure Agreement with the Office of the Interconnection, representing and warranting that he or she: (i) is an Authorized Person; (ii) is duly authorized to enter into and perform the obligations of the Non-Disclosure Agreement; (iii) has adequate procedures to protect against the release of any confidential information received, (iv) is familiar with, and will comply with any applicable procedures of the Authorized Commission which the Authorized Person represents, (v) covenants and agrees on behalf of himself or herself to deny any Third Party Requests and defend against any legal process which seeks the release of any confidential information that would be released in contravention of the

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Effective: June 29, 2004

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PJM Interconnection, L.L.C.
Third Revised Rate Schedule FERC No. 24

Original Sheet No. 61A

terms of the Non-Disclosure Agreement, and (vi) is not in breach of any Non-Disclosure Agreement entered into with the Office of the Interconnection.

- ii) The Authorized Commission employing or retaining the Authorized Person has provided the Office of the Interconnection with: (a) a final order of FERC prohibiting the release by the Authorized Person or the Authorized Commission of confidential information in accordance with the terms of this Agreement and the Non-Disclosure Agreement; and (b) either an order of such Authorized Commission or a certification from counsel to such Authorized Commission, confirming that the Authorized Commission (i) has statutory authority to protect the confidentiality of any confidential information received from public release or disclosure and from release or disclosure to any other entity, (ii) will defend against any disclosure of Confidential Information pursuant to any Third Party Request through all available legal process, including, but not limited to, obtaining any necessary protective orders, (iii) will provide the Office of the Interconnection with prompt notice of any such Third Party Request or legal proceedings and will consult with the Office of the Interconnection and/or any Affected Member in its efforts to deny the Third Party Request or defend against such legal process, (iv) in the event a protective order or other remedy is denied, will direct Authorized Persons authorized by it to furnish only that portion of the confidential information which their legal counsel advises the Office of the Interconnection in writing is legally required to be furnished, (v) will exercise its best efforts to obtain assurance that confidential treatment will be accorded to such confidential information and (vi) has adequate procedures to protect against the release of such confidential information; and (c) confirmation in writing that the Authorized Person is authorized by the Commission to enter into the Non-Disclosure Agreement and to receive confidential information under this Agreement.
- iii) The Authorized Commission employing or retaining the Authorized Person has provided the Office of the Interconnection with a State Certification.
- iv) The Office of the Interconnection and the PJM Market Monitor shall be expressly entitled to rely upon such FERC and Authorized Commission orders, the State Certification and/or certifications of counsel in providing confidential information to the Authorized Person, and shall in no event be liable, or subject to damages or claims of any kind or nature hereunder due to the ineffectiveness of the FERC and/or Commission orders, or the inaccuracy of such certification of counsel.

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Vice President, Government Policy
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PJM Interconnection, L.L.C.
Third Revised Rate Schedule FERC No. 24

Substitute Original Sheet No. 61B
Superseding Original Sheet No. 61B

- v) The Authorized Person may discuss confidential information with other Authorized Persons who are parties to Non-Disclosure Agreements; provided, however, that the Office of the Interconnection shall have confirmed in advance and in writing that it has previously released the confidential information in question to such Authorized Persons. The Office of the Interconnection shall respond to any written request for confirmation within two (2) business days of its receipt.
- vi) The Office of the Interconnection shall maintain a schedule of all Authorized Persons and the Authorized Commissions they represent, which shall be made publicly available on its website, or by written request. Such schedule shall be compiled by the Office of the Interconnection, based on information provided by any Authorized Person and/or Authorized Commission. The Office of the Interconnection shall update the schedule promptly upon receipt of information from an Authorized Person or Authorized Commission, but shall have no obligation to verify or corroborate any such information, and shall not be liable or otherwise responsible for any inaccuracies in the schedule due to incomplete or erroneous information conveyed to and relied upon by the Office of the Interconnection in the compilation and/or maintenance of the schedule.

(b) The PJM Market Monitor or other designated representative of the Office of the Interconnection may, in the course of discussions with an Authorized Person, orally disclose information otherwise required to be maintained in confidence, without the need for a prior Information Request. Such oral disclosures shall provide enough information to enable the Authorized Person or their Authorized Commission to determine whether additional Information Requests for information are appropriate. The PJM Market Monitor or other representative of the Office of the Interconnection will not make any written or electronic disclosures of confidential information to the Authorized Person pursuant to this section. In any such discussions, the PJM Market Monitor or other representative of the Office of the Interconnection shall ensure that the individual or individuals receiving such confidential information are Authorized Persons as defined herein, orally designate confidential information that is disclosed, and refrain from identifying any specific Affected Member whose information is disclosed. The PJM Market Monitor or other representative of the Office of the Interconnection shall also be authorized to assist Authorized Persons in interpreting confidential information that is disclosed. The PJM Market Monitor or representative of the Office of the Interconnection shall provide any Affected Member with oral notice of any oral disclosure immediately, but not later than one (1) business day after the oral disclosure. Such oral notice to the Affected

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PJM Interconnection, L.L.C.
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Original Sheet No. 61C

Member shall include the substance of the oral disclosure, but shall not reveal any confidential information of any other Member and must be received by the Affected Member before the name of the Affected Member is released to the Authorized Person; provided however, the identity of the Affected Party must be made to the Authorized Person within two (2) business days of the initial oral disclosure.

(c) As regards Information Requests:

- (i) Information Requests to the Office of the Interconnection shall be in writing, which shall include electronic communications, addressed to the PJM Market Monitor or other designated representative of the Office of the Interconnection, and shall: (a) describe with particularity the information sought; (b) provide a description of the purpose of the Information Request; (c) state the time period for which confidential information is requested; and (d) re-affirm that only the Authorized Person shall have access to the confidential information requested. The Office of the Interconnection shall provide an Affected Member with written notice, which shall include electronic communication, of an Information Request of the Authorized Person as soon as possible, but not later than two (2) business days after the receipt of the Information Request.
- (ii) Subject to the provisions of section (c)(iii), the Office of the Interconnection shall supply confidential information to the Authorized Person in response to any Information Request within five (5) business days of the receipt of the Information Request, to the extent that the requested confidential information can be made available within such period; provided however, that in no event shall confidential information be released prior to the end of the fourth (4th) business day without the express consent of the Affected Member. To the extent that the Office of the Interconnection can not reasonably prepare and deliver the requested confidential information within such five (5) day period, it shall, within such period, provide the Authorized Person with a written schedule for the provision of such remaining confidential information. Upon providing confidential information to the Authorized Person, the Office of the Interconnection shall either provide a copy of the confidential information to the Affected Member(s), or provide a listing of the confidential information disclosed; provided, however, that the Office of the Interconnection shall not reveal any Member's confidential information to any other Member.

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PJM Interconnection, L.L.C.
Third Revised Rate Schedule FERC No. 24

Original Sheet No. 61D

- (iii) Notwithstanding section (c)(ii), above, should the Office of the Interconnection or an Affected Member object to an Information Request or any portion thereof, either of them may, within four (4) business days following the Office of the Interconnection's receipt of the Information Request, request, in writing, a conference with the Authorized Commission or the Authorized Commission's authorized designee to resolve differences concerning the scope or timing of the Information Request; provided, however, nothing herein shall require the Authorized Commission to participate in any conference. Any party to the conference may seek assistance from FERC staff in resolution of the dispute. Should such conference be refused by any participant, or not resolve the dispute, then the Office of the Interconnection, the Affected Member or the Authorized Commission may initiate appropriate legal action at FERC within three (3) business days following receipt of written notice from any conference participant terminating such conference. Any complaints filed at FERC objecting to a particular Information Request shall be designated by the party as a "fast track" complaint and each party shall bear its own costs in connection with such FERC proceeding. If no FERC proceeding regarding the Information Request is commenced within such three day period, the Office of the Interconnection shall utilize its best efforts to respond to the Information Request promptly.
- (d) In the event of any breach of a Non-Disclosure Agreement:
 - (i) The Authorized Person and/or their respective Authorized Commission shall promptly notify the Office of the Interconnection, who shall, in turn, promptly notify any Affected Member of any inadvertent or intentional release, or possible release, of confidential information provided pursuant to any Non-Disclosure Agreement.
 - (ii) The Office of the Interconnection shall terminate such Non-Disclosure Agreement upon written notice to the Authorized Person and his or her Authorized Commission, and all rights of the Authorized Person thereunder shall thereupon terminate; provided, however, that the Office of the Interconnection may restore an individual's status as an Authorized Person after consulting with the Affected Member and to the extent that: (i) the Office of the Interconnection determines that the disclosure was not due to the intentional, reckless or negligent action or omission of the Authorized Person; (ii) there were no harm or damages suffered by the Affected Member; or (iii) similar good cause shown. Any appeal of the Office of the Interconnection's actions under this section shall be to FERC.

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Substitute Original Sheet No. 61E
Superseding Original Sheet No. 61E

- (iii) The Office of the Interconnection and/or the Affected Member shall have the right to seek and obtain at least the following types of relief: (a) an order from FERC requiring any breach to cease and preventing any future breaches; (b) temporary, preliminary, and/or permanent injunctive relief with respect to any breach; and (c) the immediate return of all confidential information to the Office of the Interconnection.
- (iv) No Authorized Person shall have responsibility or liability whatsoever under the Non-Disclosure Agreement or this Agreement for any and all liabilities, losses, damages, demands, fines, monetary judgments, penalties, costs and expenses caused by, resulting from, or arising out of or in connection with the release of confidential information to persons not authorized to receive it, provided that such Authorized Person is an employee or member of an Authorized Commission at the time of such unauthorized release. Nothing in this Section (d)(iv) is intended to limit the liability of any person who is not an employee of or a member of an Authorized Commission at the time of such unauthorized release for any and all economic losses, damages, demands, fines, monetary judgments, penalties, costs and expenses caused by, resulting from, or arising out of or in connection with such unauthorized release.
- (v) Any dispute or conflict requesting the relief in section (d)(ii) or (d)(iii)(a) above, shall be submitted to FERC for hearing and resolution. Any dispute or conflict requesting the relief in section (d)(iii)(c) above may be submitted to FERC or any court of competent jurisdiction for hearing and resolution.

18.18 Termination and Withdrawal.

18.18.1 Termination.

Upon termination of this Agreement, final settlement for obligations under this Agreement shall include the accounting for the period ending with the last day of the last month for which the Agreement was effective.

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Vice President, Government Policy
Issued On: July 28, 2004

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Filed to comply with order of the Federal Energy Regulatory Commission, Docket No. ER04-776-000, issued June 28, 2004, 107 FERC ¶ 61,322.

CERTIFICATE OF SERVICE

I, the undersigned, certify that I have served the attached Notice of Substitution of Previously Filed Exhibit , by U.S. Mail, upon the following persons:

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Hearing Officer
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Dated: May 30, 2007

Respectfully submitted,

MIDWEST GENERATION EME, LLC

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