

PATH Allegheny Transmission Company, LLC

# Delaware

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*The First State*

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "PATH ALLEGHENY TRANSMISSION COMPANY, LLC" AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF FORMATION, FILED THE TWENTY-THIRD DAY OF AUGUST, A.D. 2007, AT 12:47 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF FORMATION IS THE FIRST DAY OF SEPTEMBER, A.D. 2007.

CERTIFICATE OF CORRECTION, CHANGING ITS NAME FROM "PATH ALLEGHANY TRANSMISSION COMPANY, LLC" TO "PATH ALLEGHENY TRANSMISSION COMPANY, LLC", FILED THE THIRTIETH DAY OF AUGUST, A.D. 2007, AT 1:29 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF CORRECTION IS THE FIRST DAY OF SEPTEMBER, A.D. 2007.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID LIMITED LIABILITY COMPANY, "PATH ALLEGHENY

4412015 8100H

090114647



  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 7124287

DATE: 02-09-09

# Delaware

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*The First State*

TRANSMISSION COMPANY, LLC".



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You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

  
Jeffrey W. Bullock, Secretary of State  
**AUTHENTICATION: 7124287**

**DATE: 02-09-09**

**CERTIFICATE OF FORMATION  
OF  
PATH ALLEGHANY TRANSMISSION COMPANY, LLC**

This Certificate of Formation, dated August 22, 2007, has been duly executed and is filed pursuant to Section 18-201 of the Delaware Limited Liability Company Act (the "*Act*") to form PATH Alleghany Transmission Company, LLC, a Delaware limited liability company (the "*Company*") under the Act.

1. **Name.** The name of the Company is PATH Alleghany Transmission Company, LLC.
2. **Registered Office and Registered Agent.** The address of the registered office required to be maintained under Section 18-104 of the Act is:

Corporation Trust Center  
1209 Orange Street  
Wilmington, Delaware 19801  
County of New Castle

The name of the registered agent for service of process at such address required to be maintained under Section 18-104 of the Act is:

The Corporation Trust Company

3. **Effective Date.** This Certificate of Formation shall be effective as of September 1, 2007.

**IN WITNESS WHEREOF**, the undersigned has executed this Certificate of Formation of PATH Alleghany Transmission Company, LLC as of the date first set forth above.



Kathryn L. Patton  
Authorized Person

**State of Delaware  
Certificate of Correction  
of a Limited Liability Company  
to be filed pursuant to Section 18-211(a)**

1. The name of the Limited Liability Company is: \_\_\_\_\_  
PATH Allegheny Transmission Company, LLC
  
2. That a Certificate of Formation \_\_\_\_\_ was filed by the Secretary of State of Delaware on August 23, 2007 and is effective on September 1<sup>st</sup>, 2007, and that said Certificate requires correction as permitted by Section 18-211 of the Limited Liability Company Act.
  
3. The inaccuracy or defect of said Certificate is: (must give specific reason)  

There is a typographical error in the Company name.
  
4. The Certificate is hereby corrected to read as follows:  

1. Name. The name of the Company is PATH Allegheny Transmission Company, LLC.

IN WITNESS WHEREOF, the undersigned have executed this Certificate on  
the 30th day of August, A.D. 2007

By: /s/ Kathryn L. Patton  
Authorized Person

Name: Kathryn L. Patton  
Print or Type

**LIMITED LIABILITY COMPANY AGREEMENT  
OF  
PATH ALLEGHENY TRANSMISSION COMPANY, LLC**

This Limited Liability Company Agreement (the "*PATH-AYE LLC Agreement*") of PATH ALLEGHENY TRANSMISSION COMPANY, LLC ("*PATH-AYE*"), dated as of September 1, 2007 (the "*Effective Date*"), is adopted, executed and agreed to by Potomac-Appalachian Transmission Highline, LLC (the "*Company*"), a limited liability company organized under the laws of the State of Delaware, for and on behalf of the AYE Series of the Company.

**RECITALS**

WHEREAS, the Company is organized as a series limited liability company in accordance with, and pursuant to, that certain Limited Liability Company Agreement of the Company dated as of even date herewith (the "*Company LLC Agreement*") and the Delaware Limited Liability Company Act (the "*Act*"); and

WHEREAS, simultaneous with the formation of the Company, the Company, on behalf of each Series, formed three wholly-owned Operating Companies, including PATH-AYE, each of which is associated with a single Series and each of which will design, engineer, site, acquire rights-of-way for, procure, permit, construct, commission, finance, own, operate and maintain certain transmission facilities to be located in the PJM region; and

WHEREAS, the property owned by PATH-AYE (as described in more detail in the Company LLC Agreement, the "*AYE Facilities*") and the operations of PATH-AYE are solely for the benefit of the AYE Series of the Company; and

WHEREAS, the Company, on behalf of the AYE Series, desires to adopt this PATH-AYE LLC Agreement to set forth the rights and obligations of the Company and the AYE Series with respect to PATH-AYE.

NOW, THEREFORE, in consideration of the promises and the covenants and provisions of this PATH-AYE LLC Agreement, the Company hereby adopts the following:

**ARTICLE I  
DEFINITIONS AND INTERPRETATION**

Section 1.1 *Definitions.* Capitalized terms used but not otherwise defined in this PATH-AYE LLC Agreement shall have the meanings ascribed to such terms in the Company LLC Agreement.

Section 1.2 *Interpretation.* Unless the context requires otherwise:

(a) the gender of all words used in this PATH-AYE LLC Agreement includes the masculine, feminine and neuter;

(b) all pronouns used in this PATH-AYE LLC Agreement shall be deemed to refer to the singular and plural;

(c) references to Articles and Sections refer to Articles and Sections of this PATH-AYE LLC Agreement;

(d) the section headings of this PATH-AYE LLC Agreement are for convenience of reference only, do not form a part of this PATH-AYE LLC Agreement, and do not in any manner modify, interpret or construe the intent or agreement of the Company;

(e) references to Schedules refer to Schedules attached to this PATH-AYE LLC Agreement, each of which is made a part hereof for all purposes;

(f) references to Laws refer to such Laws as they may be amended from time to time, and references to particular provisions of a Law include any corresponding provisions of any succeeding Law;

(g) references to money are to the legal currency of the United States of America;

(h) the terms "hereof", "herein", "hereto", "hereunder" and words of similar or like import refer to this entire PATH-AYE LLC Agreement and not any particular Section or other subdivision of this PATH-AYE LLC Agreement;

(i) the words "include", "includes" and "including" shall be deemed to be followed by "without limitation" or "but not limited to"; and

(j) references to agreements shall be deemed to refer to such agreement as it may be amended, supplemented, revised or modified from time to time in accordance with its terms.

## ARTICLE II ORGANIZATIONAL AND OTHER MATTERS

Section 2.1 **Formation.** PATH-AYE has been organized as a Delaware limited liability company by the filing of a certificate of formation effective as of September 1, 2007 (the "*PATH-AYE Certificate*") with the Secretary of State of Delaware.

Section 2.2 **Name.** The full name of PATH-AYE is "PATH Allegheny Transmission Company, LLC". All business of PATH-AYE shall be conducted in the name of PATH Allegheny Transmission Company, LLC or such other names as may be authorized from time to time by the Board.

Section 2.3 **Limited Liability.** Except as otherwise provided by the Act, the debts, obligations and liabilities of PATH-AYE, whether arising in contract, tort or otherwise, shall be the debts, obligations and liabilities solely of PATH-AYE, and the

Company shall not be obligated personally for any of such debts, obligations or liabilities solely by reason of being a member of PATH-AYE.

**Section 2.4 *Registered Office; Registered Agent; Principal Office.***

(a) The registered office of PATH-AYE required by the Act to be maintained in the State of Delaware shall be the office of the initial registered agent named in the PATH-AYE Certificate or such other office (which need not be a place of business of PATH-AYE) as the Board (as defined below) may designate in the manner provided by applicable Law. The registered agent of PATH-AYE in the State of Delaware shall be the initial registered agent named in the PATH-AYE Certificate or such other Person or Persons as the Board may designate in the manner provided by applicable Law.

(b) The principal office of PATH-AYE shall be at such place as the Board may designate from time to time, which need not be in the State of Delaware, and PATH-AYE shall maintain records at such principal office or such other place(s) as the Board shall designate. PATH-AYE may have such other offices as the Board may determine.

**Section 2.5 *Term.*** The period of existence of PATH-AYE (the "*Term*") commenced on the date that the PATH-AYE Certificate was filed with the Office of the Delaware Secretary of State. The existence of PATH-AYE shall end at such time as a certificate of cancellation of PATH-AYE is filed with the Secretary of State of Delaware in accordance with Section 10.2.

**Section 2.6 *Foreign Qualification.*** Prior to PATH-AYE conducting business in any jurisdiction other than the State of Delaware, the Board shall, if required by applicable Laws, cause PATH-AYE to comply with all requirements necessary to qualify PATH-AYE to do business in such jurisdictions.

**Section 2.7 *Regulatory Matters.*** The Company acknowledges that PATH-AYE will be a "public utility" as defined in Section 201 of the FPA. The Board shall cause PATH-AYE to: (a) prepare and file (i) all applications designated to be filed by PATH-AYE in the Regulatory Plan and (ii) any other applications seeking Governmental Approvals required to be obtained in the name of PATH-AYE; (b) diligently prosecute applications to obtain such approvals; and (c) exercise all commercially reasonable efforts to obtain such Governmental Approvals.

**Section 2.8 *Separate Accounts.*** No PATH-AYE funds shall be commingled with funds of any other Person, including the Company, any Member of the Company or any other Operating Company.

**Section 2.9 *Intentionally Omitted.***

**Section 2.10 *Tax Matters.*** The Board shall prepare and timely file, or cause to be prepared and timely filed, (on behalf of PATH-AYE) state and local tax returns, if any, required to be filed by PATH-AYE. The Company acknowledges that for federal

income tax purposes, PATH-AYE will be disregarded as an entity separate from the Company pursuant to Section 301.7701-3 of the Treasury Regulations as long as all of the member interests in PATH-AYE are owned by the Company and associated exclusively with the AYE Series.

**Section 2.11 *Compliance with Law.*** The Board shall cause PATH-AYE to comply with the PJM Agreements and all applicable Laws pertaining to PATH-AYE and the AYE Facilities, including FERC standards and codes of conduct. Without limiting the generality of the foregoing, the Board shall not disclose, nor shall it permit PATH-AYE to disclose, non-public information regarding the Project or PATH-AYE to any of its "energy affiliates" (as defined in 18 CFR § 358.3(d)).

**Section 2.12 *Separate Existence.***

(a) The Board shall cause PATH-AYE to conduct its business and operations separate and apart from that of any other Operating Company or any other Person, including causing PATH-AYE to:

(i) maintain its books, records and accounts separate from those of any other Person, including any other Operating Company;

(ii) not commingle or pool its funds or other assets with those of any other Person, including any other Operating Company;

(iii) conduct its business in its own name, not identify itself as a division of any other entity, hold itself out as a separate entity, correct any known misunderstanding regarding its separate identity, conduct its dealings with third parties on an arm's length, fair and reasonable basis, and observe all limited liability company procedures and organizational formalities, including those required by the this PATH-AYE LLC Agreement and the Act;

(iv) pay its obligations and liabilities out of its own funds; and

(v) not pay, guarantee, become obligated for, hold out its credit as being available to satisfy, or pledge its assets to secure, the obligations or liabilities of any other Person.

(b) Notwithstanding anything to the contrary in this PATH-AYE LLC Agreement, the failure by PATH-AYE to comply with any of the obligations set forth in this Section 2.11 shall not affect the status of PATH-AYE as a separate legal entity, and nothing in this Section 2.11 shall prevent PATH-AYE from entering into, or performing its obligations and exercising its rights under, any of the OpCo Agreements.

**ARTICLE III  
PURPOSE AND POWERS**

**Section 3.1 *Purposes.*** The purposes of PATH-AYE are to: (a) design, engineer, site, acquire rights-of-way for, procure, permit, construct, commission, finance,

own, operate and maintain the AYE Facilities; and (b) engage in any activities directly or indirectly relating thereto.

Section 3.2 *Powers.* PATH-AYE shall have the power to do any and all acts reasonably necessary, appropriate, proper, advisable, incidental or convenient to or for the furtherance of the purpose and business described in this PATH-AYE LLC Agreement and for the protection and benefit of PATH-AYE.

#### **ARTICLE IV BUDGET AND OPERATIONAL MATTERS**

Section 4.1 *Operating Budget.* Within sixty (60) Days of the Effective Date, and annually thereafter no later than each December 1, the Board shall prepare and deliver, or cause to be prepared and delivered, to the AYE Series Administrative Committee proposed operating and capital budgets for PATH-AYE identifying all costs and expenses anticipated to be incurred by or on behalf of PATH-AYE during the subsequent calendar year. Each such proposed operating and capital budget shall, at a minimum, set forth in reasonable detail, and in a form reasonably acceptable to the AYE Series Administrative Committee, all costs anticipated to be incurred or accrued by PATH-AYE in connection with the AYE Facilities, including development costs, construction costs, procurement costs, right-of-way acquisition costs and all costs to be incurred by PATH-AYE pursuant to any Services Agreements and Administrative Services Agreements. Each such proposed operating and capital budget shall be subject to the approval of the AYE Series Administrative Committee, and once approved shall constitute (until an amendment or replacement thereof is approved) the "*AYE Operating and Capital Budget*" for such calendar year. The Board may, from time to time, submit to the AYE Series Administrative Committee proposed amendments to any AYE Operating and Capital Budget and any such proposed amendments shall be subject to the approval of the AYE Series Administrative Committee.

Section 4.2 *Forecast.* No later than each December 1, the Board shall prepare and deliver, or cause to be prepared and delivered, to the AYE Series Administrative Committee a proposed forecast identifying all costs and expenses anticipated to be incurred during the following five (5) year period by or on behalf of PATH-AYE in connection with the AYE Facilities. The proposed forecast shall set forth in reasonable detail, and in a form reasonably acceptable to the AYE Series Administrative Committee, all such costs and expenses, including development costs, construction costs, procurement costs, right-of-way acquisition costs and all costs to be incurred by PATH-AYE pursuant to any Services Agreements and Administrative Services Agreements. The proposed forecast shall be subject to the approval of the AYE Series Administrative Committee, and once approved shall constitute (until an amendment or replacement thereof is approved) the "*AYE Forecast*." The Board may, from time to time, submit to the AYE Series Administrative Committee proposed amendments to any AYE Forecast which shall be subject to the approval of the AYE Series Administrative Committee.

Section 4.3 *Project Cost Estimate.* Within sixty (60) Days of the Effective Date, the Board shall prepare and deliver, or cause to be prepared and delivered, to the

AYE Series Administrative Committee an estimate (the "*AYE Project Cost Estimate*") identifying all costs and expenses anticipated to be incurred by or on behalf of PATH-AYE in connection with the design, engineering, siting, acquisition of rights-of-way for, procurement, permitting, construction, commissioning, financing, ownership, operation and maintenance of the AYE Facilities through the term of the useful life of such facilities. The AYE Project Cost Estimate shall be in a form reasonably acceptable to the AYE Series Administrative Committee. The Board may, from time to time, submit to the AYE Series Administrative Committee revisions to the AYE Project Cost Estimate.

**Section 4.4 O&M Plan.** The Board shall develop, and modify as necessary from time to time, a coordinated plan (the "*AYE O&M Plan*") for performance of operation and maintenance activities on the AYE Facilities, including the procurement and storage of replacement parts. The Board shall be responsible for implementing such AYE O&M Plan, including causing the Service Providers providing operation and maintenance services with respect to the AYE Facilities to comply with such AYE O&M Plan.

**Section 4.5 Financing.** The Board shall exercise reasonable efforts to obtain third-party financing for PATH-AYE to develop and construct the AYE Facilities; *provided, however*, that: (a) the principal amount of any PATH-AYE Indebtedness shall not, without the approval of the AYE Series Administrative Committee, exceed fifty percent (50%) of total capital investment of PATH-AYE, and (b) a condition to any such third-party financing shall be an acknowledgement by the lenders that they have no claim against the Company, any Series or any other Operating Company relating thereto. PATH-AYE shall have no obligation to consolidate or aggregate the financing of the AYE Facilities with the financing of any other Project Facilities owned by any other Operating Company; *provided, however*, that the Managers shall cause PATH-AYE to cooperate with each other Operating Company and prospective lenders to each other Operating Company in connection with proposed financing arrangements, including providing information regarding PATH-AYE and its operations as may be reasonably requested by such prospective lenders. The Managers shall not include in any PATH-AYE financing agreements any cross-default provisions or cross collateralization provisions between any PATH-AYE financing and the financing of any other Operating Company, and the compliance of PATH-AYE with the financial or other covenants under its financing arrangements shall not be based in whole or in part on any condition, event or circumstance relating to any other Operating Company or any Series.

**Section 4.6 Procurement.** The Board shall cause PATH-AYE to (a) directly procure and receive the major equipment and materials comprising the AYE Facilities pursuant to PATH-AYE purchase orders or agreements; (b) directly pay each supplier for materials in accordance with the terms of applicable purchase orders and agreements; and (c) receive and sign for all acceptable materials; *provided, however*, that certain equipment and materials may be procured by Service Providers pursuant to Services Agreements in accordance with the terms of such Services Agreements. Warranties on all materials procured by PATH-AYE shall be in the name of PATH-AYE. The Board shall prepare, or cause to be prepared, a plan (the "*Contracting Plan*") setting forth the expected schedule for procurement of major equipment and materials comprising the

AYE Facilities and the costs and expenses associated therewith, and shall revise and update the Contracting Plan as reasonably necessary. The Board shall deliver the Contracting Plan, including any revisions and updates thereto, to the AYE Series Administrative Committee.

Section 4.7 *Intentionally Omitted.*

Section 4.8 *OpCo Agreements.* The Board has caused PATH-AYE to enter into the following agreements, each dated to be effective as of the Effective Date (collectively, the "*OpCo Agreements*"):

- (a) an Administrative Services Agreement with AET;
- (b) Services Agreements with AET and AEP T&D Services, LLC, an Affiliate of AEPTHC;
- (c) the Company Escrow Agreement; and
- (d) an Intellectual Property License Agreement with American Electric Power Service Corporation, an Affiliate of AEPTHC.

Section 4.9 *Reimbursement of Costs and Expenses.* PATH-AYE shall reimburse the Company for all costs and expenses incurred by the Company to manage and administer: (a) the AYE Series and its operations, including those conducted through PATH-AYE; and (b) the Company in connection with activities conducted for the benefit of the AYE Series or the AYE Operating Company; *provided, however*, any costs or expenses incurred for the benefit of all of the Operating Companies, shall be allocated in accordance with Section 3.05(d) of the Company LLC Agreement.

Section 4.10 *Personnel Services.* PATH-AYE shall, itself or through an Affiliate, provide:

- (a) personnel to serve as Representatives, Administrators and officers of the Company and the AYE Series;
- (b) such additional personnel and resources related thereto as shall be reasonably necessary to enable the AYE Series and the Company to manage and administer their respective assets, liabilities, affairs and activities, including affairs and activities of the Company and the AYE Series conducted for the benefit of the Operating Company; and
- (c) such additional personnel and resources related thereto as the Administrators of the AYE Series deems necessary to provide oversight of the business and affairs of PATH-AYE.

**ARTICLE V  
BUSINESS OPPORTUNITIES**

**Section 5.1 Release.** To the maximum extent permitted by applicable Laws, PATH-AYE hereby releases and forever discharges each Manager of PATH-AYE from all liabilities that such Manager might owe, under the Act or otherwise, to PATH-AYE or the other Managers of PATH-AYE on the ground that any decision of a Manager to grant or withhold any vote, consent or approval constituted a breach or violation of any standard of care or duty applicable to such Manager.

**Section 5.2 Business Opportunities.**

(a) During the Term, if the Company or the AYE Series Member identifies any electric transmission project (other than a Project comprised of any Project Facilities) that it believes would be suitable for PATH-AYE to develop and/or own, such Person shall have the right, but not the obligation, to present such project to the Board of Managers for consideration. Notwithstanding the foregoing, neither the Company nor the AYE Series Member, nor any Manager or officer of PATH-AYE shall have any obligation to offer to PATH-AYE the opportunity to, or to cause PATH-AYE to, undertake any such other project.

(b) PATH-AYE acknowledges that the Company, the AYE Series Member and its Affiliates may engage in and possess interests in other business ventures of any and every type and description, independently or with others, including ones in competition with PATH-AYE or the AYE Facilities. Neither the Company nor the AYE Series Member or the Managers shall have any obligation to offer to PATH-AYE the right to participate therein.

(c) Without limiting the generality of the provisions of this Section 5.2, PATH-AYE recognizes that the AYE Series Member and its Affiliates currently engage in certain activities involving the generation, transmission and distribution of electricity and that these and other activities may be based on electricity that is transmitted through the AYE Facilities. No Affiliate of the AYE Series Member shall be restricted by this PATH-AYE LLC Agreement in the conduct, individually or jointly with others, for its own account, of any such activities, and neither the AYE Series Member nor its Affiliates shall have any duty or obligation under this PATH-AYE LLC Agreement, express or implied, fiduciary or otherwise, to account to, or to share the results or profits of such activities with PATH-AYE.

(d) **PATH-AYE:**

(i) renounces in advance each and every interest or expectancy it might be considered to have under the Act, at common law or in equity in any business opportunity, any opportunity to participate in any business opportunity, or any business or industry in which the AYE Series Member or any of its Affiliates now or in the future engages, which is presented to such Member or any of its Affiliates or to any present or future partner, member, director, officer, manager, supervisor, employee, agent or

representative of such Member or any of its Affiliates, including those serving on the Board; and

(ii) waives and consents to the elimination of any fiduciary or other duty, including any duty of loyalty, which the Member of the AYE Series or any of its Affiliates might be considered to owe to PATH-AYE under the Act, at common law or in equity by reason of such Member's membership in the AYE Series to offer to PATH-AYE any business opportunity or any opportunity to participate in any business opportunity.

Section 5.3 *Effect on Fiduciary Duties.* THE PROVISIONS OF THIS ARTICLE V CONSTITUTE AN AGREEMENT TO MODIFY OR ELIMINATE FIDUCIARY DUTIES PURSUANT TO THE PROVISIONS OF SECTION 18-1101 OF THE ACT.

## ARTICLE VI CAPITAL CONTRIBUTIONS AND DISTRIBUTIONS

Section 6.1 *Capital Contributions.* Without creating any rights in favor of any third party, the Company, solely by and through the AYE Series, may, from time to time, make contributions of cash or property to the capital of PATH-AYE, but shall have no obligation to do so.

Section 6.2 *Distributions.* Within thirty (30) Days following the end of each Quarter, the Managers shall, subject to Section 18-607 of the Act, cause PATH-AYE to distribute to the Company, for the benefit of the AYE Series Member, an amount equal to one hundred percent (100%) of the Available Cash. For purposes of this PATH-AYE LLC Agreement, "*Available Cash*" with respect to any Quarter shall mean: (a) the sum of all cash and cash equivalents received by PATH-AYE; less (b) the sum of (i) all costs and expenses of PATH-AYE, including any costs incurred pursuant to any OpCo Agreements of PATH-AYE, and (ii) the amount of any cash reserves necessary or appropriate, in the reasonable discretion of the Board, to provide for the proper conduct of the business of PATH-AYE (including reserves for obligations under any OpCo Agreements of PATH-AYE, future capital expenditures and anticipated future credit needs) and to comply with applicable Laws or any agreement or obligation to which PATH-AYE is a party or by which it is bound or its assets are subject.

## ARTICLE VII MANAGEMENT OF THE COMPANY

Section 7.1 *Formation of Board.*

(a) The Company authorizes the formation of a board (the "*Board*") to manage and govern PATH-AYE. The Board initially shall be comprised of two (2) individuals (each, a "*Manager*"). Decisions and actions of the Board shall be taken upon the vote of the Managers holding a majority of the voting rights of the Board. The management of PATH-AYE is fully reserved to the Board.

(b) The AYE Series Member may remove and replace, for any reason or no reason, a Manager appointed by it upon written notice. The AYE Series Member may designate a different Manager for any meeting of the Board by notifying the other Managers at least three (3) Business Days prior to the scheduled date for such meeting; *provided, however*, that if giving such advance notice is not feasible, any new Manager(s) shall present written evidence of authority at the commencement of such meeting.

(c) The participation by of a majority of the Managers shall be required for the Board to conduct any business.

(d) No Manager shall be entitled to compensation from PATH-AYE for his or her service as a Manager.

(e) The initial Managers and their respective notice addresses are set forth in Schedule 7.1.

#### Section 7.2 *Officers and Committees.*

(a) The Board may appoint such officers or other designees as it deems necessary and appropriate. Any officers so designated shall serve for terms not to exceed one (1) year in length and shall have such titles and, subject to the other provisions of this PATH-AYE LLC Agreement, shall have such authority and perform such duties as the Board may delegate to such officers. Any officers so designated shall serve at the pleasure of the Board and shall report to the Board. Any appointment of an officer by the Board may be rescinded by the Board, in its sole and absolute discretion.

(b) The Board may create such committees, and delegate to such committees such authority and responsibility, and rescind any such delegations, as it deems appropriate.

#### Section 7.3 *Meetings.*

(a) The Board shall meet quarterly, subject to more or less frequent meetings upon approval of the Board or as provided below. Notice of, and an agenda for, the Board meetings shall be circulated to the Managers at least five (5) Days prior to the date of each meeting, together with proposed minutes of the previous Board meeting (if such minutes have not been previously ratified); *provided, however*, that a failure to provide proposed minutes will not render such a notice ineffective.

(b) Special meetings of the Board may be called at such times, and in such manner, as any Manager with voting rights deems necessary. Any such Manager calling for any such special meeting shall notify the other Managers of the proposed date, location and agenda for such meeting at least five (5) Days prior to the date of such meeting, which five (5) Day period may be waived: (i) by attendance in the manner described in Section 7.3(d); or (ii) in writing by all of the Managers.

(c) All meetings of the Board shall be held at a mutually agreeable location; *provided, however*, that if the Board is unable to agree on a mutually agreeable location, such meeting shall be held in the District of Columbia.

(d) Attendance by a Manager at a meeting of the Board shall constitute a waiver of notice of such meeting, except where such attendance is for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

(e) The Board may adopt whatever rules and procedures relating to its activities as it may deem appropriate; *provided, however*, that such rules and procedures shall not be inconsistent with or violate the provisions of this PATH-AYE LLC Agreement or the Act.

(f) Any action required or permitted to be taken at a meeting of the Board may be taken without a meeting and/or without a vote, but with prior notice, if a consent or consents in writing, setting forth the action so taken, is signed by all the Managers holding a majority of the voting rights that could have been exercised at such a meeting of the Board.

(g) The Board may participate in and hold such meeting by means of conference telephone, videoconference or similar communications equipment by means of which all participants in such meeting can effectively communicate with each other. Participation in such a meeting shall constitute presence in person at such meeting, except where a Manager participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

**Section 7.4 *Limitation of Duties and Liabilities.*** The only fiduciary or other duties or obligations that any Manager owes in his/her capacity as a Manager shall be: (a) an implied covenant of good faith and fair dealing; (b) the duty of care; and (c) to the extent applicable, such duties and obligations as the AYE Series Member designated, the enforcement of which and the liabilities resulting from any breach thereof shall constitute internal governance affairs of the AYE Series Member. No Manager shall, under this PATH-AYE LLC Agreement, the Act or otherwise, owe, in his or her capacity as a Manager, or be personally liable for monetary damages for any breach of, any fiduciary or other duties or obligations, other than any non-waivable covenant of good faith and fair dealing imposed by applicable Law.

**Section 7.5 *Voting.*** With respect to any matter submitted to the Board for a vote, consent or approval, except as otherwise provided by Section 18-1101 of the Act, the Managers may grant or withhold that vote, consent or approval: (a) in their sole and absolute discretion; (b) with or without reasonable cause; (c) subject to such conditions as they may deem appropriate; and/or (d) without taking into account the interests of, and without incurring any liability to, PATH-AYE or any other Manager.

**Section 7.6 *Intentionally Omitted.***

Section 7.7 *Intentionally Omitted.*

Section 7.8 *Intentionally Omitted.*

Section 7.9 *Costs and Expenses.* The Managers shall exercise all commercially reasonable efforts to assure that all costs and expenses incurred by or on behalf of PATH-AYE are prudent.

#### **ARTICLE VIII DISPOSITION OF MEMBERSHIP INTERESTS**

Subject to any limitations thereon in the Company LLC Agreement, the Company may assign all or any portion of its interest in PATH-AYE at any time. Upon any such assignment, the assignee shall succeed to the rights and obligations of the Company in respect of its interest in PATH-AYE so transferred. Notwithstanding anything to the contrary in this PATH-AYE LLC Agreement, no such transfer of an interest in PATH-AYE shall operate to dissolve PATH-AYE.

#### **ARTICLE IX ACCOUNTING; AUDIT RIGHTS**

Section 9.1 *Accounting.* The books of account of PATH-AYE shall be: (i) maintained on the basis of a fiscal year that is the calendar year; (ii) maintained in accordance with GAAP; and (iii) unless the Board decides otherwise, audited by Certified Public Accountants at the end of each calendar year.

Section 9.2 *Reports.* The Board shall cause to be prepared and delivered to the AYE Series Member: (a) periodic statements describing operations and cash flows of PATH-AYE; (b) no later than thirty (30) Days after the end of each Quarter, unaudited quarterly balance sheets and income statements; and (c) no later than ninety (90) Days after the end of each calendar year, financial statements for PATH-AYE for the preceding calendar year, audited by the Certified Public Accountants.

Section 9.3 *Records.* The Board shall cause complete and accurate books and records of PATH-AYE, including all documentation of transactions with respect to the conduct of PATH-AYE's business, minutes of the proceedings of the Board and any other books and records that are required to be maintained by applicable Law, to be maintained at the principal office of PATH-AYE.

Section 9.4 *Audits.*

- (a) The AYE Series Member shall have the right, upon reasonable notice, and at all reasonable times during normal business hours, to cause to be performed internal audits of PATH-AYE, including audits of PATH-AYE's books and records, financial information, systems, policies and procedures. The AYE Series Member shall be entitled to receive any information that they may request concerning PATH-AYE; *provided, however,* that the Board shall

not be obligated to create any information that does not already exist at the time of such request, except as otherwise required. The AYE Series Member shall also have the right, upon reasonable notice, and at all reasonable times during normal business hours to inspect the properties of PATH-AYE and to audit, examine and make copies of the books of account and other records of PATH-AYE.

- (b) The rights described in this Section 9.4 may be exercised through any agent, employee or consultant of the AYE Series Member designated in writing by it, including accountants, engineers and attorneys. The AYE Series Member making a request pursuant to this Section 9.4 shall bear all costs and expenses incurred in any inspection, examination or audit made on the AYE Series Member's behalf.

## ARTICLE X DISSOLUTION

Section 10.1 *Dissolution.* PATH-AYE shall dissolve and its affairs shall be wound up at such time, if any, as the Company may elect. No other event (including an event described in Section 18-801(4) of the Act) shall cause PATH-AYE to dissolve.

Section 10.2 *Certificate of Cancellation.* Upon dissolution and completion of winding up of PATH-AYE, the AYE Series Administrative Committee (or such Person or Persons as the Act may require or permit) shall file a certificate of cancellation with the Secretary of State of Delaware, cancel any other filings made on behalf of PATH-AYE, as applicable, and take such other actions as may be necessary to terminate the existence of PATH-AYE. Upon the filing of such certificate of cancellation, the existence of PATH-AYE shall terminate except as may be otherwise provided by the Act or other applicable Laws.

## ARTICLE XI INDEMNIFICATION

### Section 11.1 *Indemnification Obligations.*

(a) PATH-AYE shall indemnify, defend and hold harmless the Company and each Series (other than the AYE Series), the Series Members (other than the AYE Series Member) and their respective Affiliates, Representatives, Administrators, directors, officers, trustees, employees and agents (each a "*Company Indemnified Party*") from and against any Claims related to the ownership or operation of the properties owned or operated by PATH-AYE or related to or arising out of any indebtedness or other obligation of PATH-AYE, except to the extent of any such Claims arising out of, or caused by, the gross negligence or willful misconduct of the Indemnified Party or any of its Affiliates.

(b) PATH-AYE shall indemnify, defend and hold harmless each Manager, officer and employee of PATH-AYE (each a "***PATH-AYE Indemnified Party***") and together with each of the Company Indemnified Parties each an "***Indemnified Party***") from and against any Claims related to PATH-AYE or the AYE Facilities, except to the extent of any such Claims arising out of, or caused by, the gross negligence or willful misconduct of the PATH-AYE Indemnified Party.

(c) Notwithstanding any other provision of this PATH-AYE LLC Agreement, a Person shall not be indemnified from and against the portion of any Claim resulting from such Person's failure to exercise commercially reasonable efforts to mitigate damages.

Section 11.2 ***Procedures.***

- (a) Within a reasonable time after receipt by any Indemnified Party of any Claim as to which the indemnity provided for in Section 11.1 may apply, such Indemnified Party shall notify the Indemnifying Party in writing of such fact; *provided, however*, that delay in notifying the Indemnifying Party shall not relieve the Indemnifying Party of its indemnification obligations except to the extent that it is materially prejudiced by such delay.
- (b) The Indemnifying Party shall diligently, competently and in good faith control and conduct the defense of any Claim as to which the indemnity provided for in Article 11 applies; *provided, however*, that the Indemnifying Party may not settle or compromise any such Claim without the Indemnified Party's consent unless the terms of such settlement or compromise unconditionally release the Indemnified Party from any and all liability with respect thereto and do not impose any obligations on any Indemnified Party.
- (c) An Indemnified Party shall have the right, but not the obligation, to be represented at its own expense by advisory counsel of its own selection in order to monitor the progress and handling of an indemnified Claim.
- (d) An Indemnified Party shall have the right, but not the obligation, to retain counsel of its choice (at the Indemnifying Party's expense) and to assume the defense of any indemnified Claim (including settling or compromising any such Claim) if: (i) the Indemnifying Party fails to acknowledge, in writing, its responsibility to assume the defense of such Claim; (ii) the Indemnifying Party fails to diligently, competently and in good faith control and conduct the defense of such Claim; (iii) there is an apparent conflict of interest between the Indemnifying Party and the Indemnified Party with respect to such Claim; or (iv) such Indemnified Party shall have reasonably concluded that there are legal defenses available to it

that are different from, additional to or inconsistent with those available to the Indemnifying Party; *provided, however*, that in any such case the Indemnified Party shall defend such Claim diligently, competently and in good faith; *and provided further*, that an Indemnified Party may not settle or compromise any such Claim if the Indemnifying Party has unequivocally acknowledged, in writing, its responsibility to indemnify the Indemnified Party in accordance with Section 11.1.

- (e) The Indemnifying Party's obligations to indemnify, defend and hold each Indemnified Party harmless shall not be reduced or limited by reason of any limitation on the amount or type of damages, compensation or benefits payable by or for the Indemnifying Party or any of its subcontractors under workers' compensation acts, disability benefit acts or other employee benefit acts.
- (f) Assumption of the defense of any matter by an Indemnifying Party shall not constitute a waiver by such Indemnifying Party of its right to claim at a later date that such third party claim for which the defense was assumed is not a proper matter for indemnification pursuant to Section 11.1; *provided, however*, that if an Indemnifying Party at any time determines that a Claim is not a proper matter for indemnification pursuant to Section 11.1, such Indemnifying Party shall: (i) immediately notify the Indemnified Party; (ii) turn over defense of the indemnified Claim and all relevant documents and information to the Indemnified Party; and (iii) reasonably cooperate in the transition of such defense to the Indemnified Party, in each case if so requested by the Indemnified Party.

Section 11.3 *Subrogation*. In the event that an Indemnifying Party pays all or any portion of a Claim, the Indemnifying Party shall be subrogated to any and all defenses, claims, or other matters which the Indemnified Party asserted or could have asserted against the Person making such Claim, and all related cross-claims that the Indemnified Party asserted or could have asserted against other Persons. The Indemnified Party shall execute and deliver to the Indemnifying Party (at the Indemnifying Party's expense) such documents as may be reasonably necessary to establish, by way of subrogation, the ability of the Indemnifying Party to assert such defenses, claims, cross-claims or other matters.

## ARTICLE XII GENERAL PROVISIONS

Section 12.1 *Amendment*. This PATH-AYE LLC Agreement may be amended or modified only by a written instrument executed by the Company.

**Section 12.2 Severability.** In the event of a direct conflict between the provisions of this PATH-AYE LLC Agreement and any mandatory, non-waivable provision of the Act, such provision of the Act shall control. If any provision of the Act provides that it may be varied or superseded in a limited liability company agreement (or otherwise by agreement of the members or managers of a limited liability company), such provision shall be deemed superseded and waived in its entirety if this PATH-AYE LLC Agreement contains a provision addressing the same issue or subject matter. If any provision of this PATH-AYE LLC Agreement is held invalid or unenforceable to any extent the remainder of this PATH-AYE LLC Agreement shall not be affected thereby.

**Section 12.3 Governing Law.** This PATH-AYE LLC Agreement shall be governed by and shall be construed in accordance with the Laws of the State of Delaware, excluding any conflict-of-laws rules or principles that might refer the governance or the construction of this PATH-AYE LLC Agreement to the Laws of another jurisdiction.

*Signature Page Follows*

IN WITNESS WHEREOF, the undersigned has entered into this PATH-AYE LLC Agreement as of the date first written above.

**POTOMAC-APPALACHIAN TRANSMISSION  
HIGHLINE, LLC, for and on behalf of the AYE  
Series of Potomac-Appalachian Transmission  
Highline, LLC**

By: AET PATH Company, LLC

By:  KIP  
Name: David E. Flitman  
Title: President

**Schedule 7.1**  
**Initial Managers**

James Haney
AET PATH Company, LLC
c/o Allegheny Power
800 Cabin Hill Drive
Greensburg, Pennsylvania 15601
Facsimile: 724-838-6797
E-mail: <a href="mailto:jhaney@alleghenypower.com">jhaney@alleghenypower.com</a>
Mark Joensen
AET PATH Company, LLC
c/o Allegheny Energy, Inc.
800 Cabin Hill Drive
Greensburg, Pennsylvania 15601
Facsimile: 724-838-6095
E-mail: <a href="mailto:mjoense@alleghenyenergy.com">mjoense@alleghenyenergy.com</a>

# Delaware

PAGE 1

*The First State*

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "PATH ALLEGHENY TRANSMISSION COMPANY, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE SEVENTEENTH DAY OF MARCH, A.D. 2009.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.

4412015 8300

090273202

You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)



  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 7190506

DATE: 03-17-09

**SECRETARY'S CERTIFICATE  
OF  
PATH ALLEGHENY  
TRANSMISSION COMPANY, LLC**

The undersigned, as the duly elected and authorized Co-Assistant Secretary of PATH ALLEGHENY TRANSMISSION COMPANY, LLC, a Delaware limited liability company (the "**Company**"), does hereby certify on and as of the date set forth below, that the following resolutions are a true and correct copy of resolutions duly adopted by the Board of Managers of the Company (the "**Board**") on March 24, 2009, by unanimous written consent, in accordance with the law and with the organizational documents of the Company and that such resolutions have not been rescinded, amended or modified, and are in full force and effect.

WHEREAS, pursuant to 36 C.F.R. Part 14, entities seeking new or modified uses of federally owned or controlled land administered by the National Park Service ("NPS") must first receive a right-of-way authorization for such activities; and

WHEREAS, the Company is proposing the siting of a new electric transmission facility that would cross the Appalachian National Scenic Trail in a manner that may involve new or modified use of such lands; and

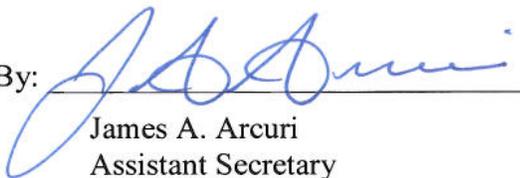
WHEREAS, the NPS requires that an application for right-of-way authorization include a copy of a resolution of the applicant's governing board authorizing filing of the application.

NOW THEREFORE, BE IT

RESOLVED, that the Board hereby authorizes the filing of an application for any necessary right-of-way authorizations from the NPS for new or modified uses of the Appalachian National Scenic Trail.

IN WITNESS WHEREOF, I have hereunto set my hand and the corporate seal of the Company this 20th day of April 2009.

PATH ALLEGHENY TRANSMISSION  
COMPANY, LLC

By:   
James A. Arcuri  
Assistant Secretary



The name and address of each shareholder owning 3 percent or more of the shares, together with the number and percentage of any class of voting shares of the entity which such shareholder is authorized to vote and the name and address of each affiliate of the entity together with, in the case of an affiliate controlled by the entity, the number of shares and the percentage of any class of voting stock of that affiliate owned, directly or indirectly, by that entity, and in the case of an affiliate which controls that entity, the number of shares and the percentage of any class of voting stock of that entity owned, directly or indirectly, by the affiliate.

The sole member of PATH Allegheny Transmission Company, LLC with 100% of voting interests is Allegheny Series, Potomac-Appalachian Transmission Highline, LLC. The Allegheny Series is controlled by Allegheny Energy, Inc.
<b>Affiliates through Allegheny Energy, Inc.</b>
<u>Acadia Bay Energy Company, LLC</u> 800 Cabin Hill Drive Greensburg Pennsylvania 15601
<u>AE Supply Gleason West Virginia, LLC</u> 1310 Fairmont Avenue Fairmont WV 26554
<u>AE Supply Renaissance Southwest, LLC</u> 2215B Renaissance Drive Suite 5 Las Vegas NV 89119
<u>AET PATH Company, LLC</u> 800 Cabin Hill Drive Greensburg Pennsylvania 15601
<u>AFN Finance Company No. 2, LLC</u> 800 Cabin Hill Drive Greensburg Pennsylvania 15601
<u>Allegheny Capital Trust I</u> Rodney Square North 1100 North Market Street Wilmington Delaware 19890
<u>Allegheny Energy, Inc</u> 800 Cabin Hill Drive Greensburg Pennsylvania 15601
<u>Allegheny Energy OVEC Supply Company, LLC</u> 2215B Renaissance Drive Suite 5 Las Vegas NV 89119
<u>Allegheny Energy Service Corporation</u> 800 Cabin Hill Drive Greensburg Pennsylvania 15601
<u>Allegheny Energy Solutions, Inc</u> 800 Cabin Hill Drive Greensburg Pennsylvania 15601
<u>Allegheny Energy Supply Capital, LLC</u> 2215B Renaissance Drive Suite 7 Las Vegas NV 89119

<u>Allegheny Energy Supply Company, LLC</u> 800 Cabin Hill Drive Greensburg Pennsylvania 15601
<u>Allegheny Energy Supply Development Services, LLC</u> 800 Cabin Hill Drive Greensburg Pennsylvania 15601
<u>Allegheny Energy Supply Gleason Generating Facility, LLC</u> 800 Cabin Hill Drive Greensburg Pennsylvania 15601
<u>Allegheny Energy Supply Renaissance, LLC</u> 800 Cabin Hill Drive Greensburg Pennsylvania 15601
<u>Allegheny Energy Supply Southwest, LLC</u> 2215B Renaissance Drive Suite 5 Las Vegas NV 89119
<u>Allegheny Energy Transmission, LLC</u> 800 Cabin Hill Drive Greensburg Pennsylvania 15601
<u>Allegheny Generating Company</u> 800 Cabin Hill Drive Greensburg Pennsylvania 15601
<u>Allegheny Pittsburgh Coal Company</u> 800 Cabin Hill Drive Greensburg Pennsylvania 15601
<u>Allegheny Ventures, Inc</u> 800 Cabin Hill Drive Greensburg Pennsylvania 15601
<u>APS Constellation, LLC</u> 100 Foot of John Street Boott Mills South Lowell MA 01852
<u>AYP Energy, Inc</u> 800 Cabin Hill Drive Greensburg Pennsylvania 15601
<u>Buchanan Energy Company of Virginia, LLC</u> 800 Cabin Hill Drive Greensburg Pennsylvania 15601
<u>Buchanan Generation, LLC</u> 800 Cabin Hill Drive Greensburg Pennsylvania 15601
<u>Enporion, Inc</u> 1209 Orange St Wilmington Delaware 19801
<u>Green Valley Hydro, LLC</u> 800 Cabin Hill Drive Greensburg Pennsylvania 15601

<p><u>MABCO Steam Company, LLC</u>  Cleveland-Cliffs Iron Company  1100 Superior Ave  Cleveland Ohio 44114-2585</p>
<p><u>Mon Power Renaissance, LLC</u>  2215B Renaissance Drive  Suite 5  Las Vegas NV 89119</p>
<p><u>Mon Synfuel, LLC</u>  351 West Camden Street  Suite 100  Baltimore MD 21201</p>
<p><u>Monongahela Power Company</u>  1310 Fairmont Avenue  Fairmont WV 26554</p>
<p><u>MP Environmental Funding, LLC</u>  2265B Renaissance Drive  Suite 1  Las Vegas NV 89119</p>
<p><u>MP Renaissance Funding, LLC</u>  2215B Renaissance Drive  Suite 5  Las Vegas NV 89119</p>
<p><u>NYC Energy LLC</u>  1041 Third Avenue  New York New York 10021</p>
<p><u>Odyssey Communications, LLC</u>  800 Cabin Hill Drive  Greensburg Pennsylvania 15601</p>
<p><u>Ohio Valley Electric Corporation</u>  3932 U.S. Route 23  Piketon OH 45661</p>
<p><u>PATH Allegheny Transmission Company, LLC</u>  800 Cabin Hill Drive  Greensburg Pennsylvania 15601</p>
<p><u>PATH Allegheny Virginia Transmission Corporation</u>  800 Cabin Hill Drive  Greensburg Pennsylvania 15601</p>
<p><u>PATH Ohio Transmission Company, LLC</u>  800 Cabin Hill Drive  Greensburg Pennsylvania 15601</p>
<p><u>PATH West Virginia Transmission Company, LLC</u>  800 Cabin Hill Drive  Greensburg Pennsylvania 15601</p>
<p><u>PE Environmental Funding, LLC</u>  2265B Renaissance Drive  Suite 1  Las Vegas NV 89119</p>

<u>PE Renaissance Funding, LLC</u> 2215B Renaissance Drive Suite 5 Las Vegas NV 89119
<u>PE Transferring Agent,</u> 800 Cabin Hill Drive Greensburg Pennsylvania 15601
<u>Potomac-Appalachian Transmission Highline, LLC</u> 800 Cabin Hill Drive Greensburg Pennsylvania 15601
<u>Allegheny Series, Potomac-Appalachian Transmission Highline, LLC</u> 800 Cabin Hill Drive Greensburg Pennsylvania 15601
<u>West Virginia Series, Potomac-Appalachian Transmission Highline, LLC</u> 800 Cabin Hill Drive Greensburg Pennsylvania 15601
<u>Ohio Series, Potomac-Appalachian Transmission Highline, LLC</u> 800 Cabin Hill Drive Greensburg Pennsylvania 15601
<u>Trans-Allegheny Interstate Line Company</u> Allegheny Energy, Inc. 800 Cabin Hill Drive Greensburg PA 15601
<u>Utility Associates, Inc</u> Seven Piedmont Center Suite 330 Atlanta GA 30305
<u>Virginia Capital, L.L.C.</u> 1801 Libbie Avenue Suite 201 Richmond VA 23226
<u>West Penn Power Company</u> 800 Cabin Hill Drive Greensburg Pennsylvania 15601
<u>The West Virginia Power &amp; Transmission Company</u> 800 Cabin Hill Drive Greensburg Pennsylvania 15601
<u>WPP Funding, LLC</u> 2215B Renaissance Drive Suite 1 Las Vegas NV 89119
<u>AFN, LLC</u> 2 West Second St Tower II, 16th Floor Tulsa OK 74103-3102
<u>Allegheny Communications Connect of Pennsylvania, LLC</u> 800 Cabin Hill Drive Greensburg Pennsylvania 15601

Allegheny Communications Connect of Virginia, Inc  
800 Cabin Hill Drive  
Greensburg Pennsylvania 15601

Allegheny Communications Connect, Inc  
800 Cabin Hill Drive  
Greensburg Pennsylvania 15601

WPP Renaissance Funding, LLC  
2215B Renaissance Drive  
Suite 1  
Las Vegas NV 89119

PATH Allegheny Virginia Transmission Company

# Commonwealth of Virginia



## STATE CORPORATION COMMISSION

*Richmond, March 16, 2009*

*This is to certify that the certificate of incorporation of*

**PATH Allegheny Virginia Transmission Corporation**

*was this day issued and admitted to record in this office and that the said corporation is authorized to transact its business subject to all Virginia laws applicable to the corporation and its business. Effective date: March 16, 2009*



*State Corporation Commission*

*Attest:*

*Joel H. Beck*  
Clerk of the Commission

**ARTICLES OF INCORPORATION  
OF  
PATH ALLEGHENY VIRGINIA  
TRANSMISSION CORPORATION**

- FIRST:** The undersigned, James A. Arcuri, whose address is c/o Allegheny Energy, Inc., 800 Cabin Hill Drive, Greensburg, Pennsylvania, 15601, being at least eighteen years of age, does hereby form a corporation for conducting the business and promoting the purposes hereinafter stated, under the laws of the Commonwealth of Virginia (particularly Chapter 9, Title 13.1 of the Code of Virginia and the acts amendatory thereof and supplemental thereto, and known, identified, and referred to as the "*Virginia Stock Corporation Act*").
- SECOND:** The name of the corporation (the "Corporation") is:  
*PATH Allegheny Virginia Transmission Corporation*
- THIRD:** The purposes for which the Corporation is organized are the transaction of any or all lawful business permitted to be conducted by a public service company engaged in the transmission, distribution, production, generation, purchase, sale, or lease of power, light, energy and heat in the form of electricity.
- FOURTH:** The registered agent of this Corporation in Virginia is CT Corporation System. The address of the registered office in Virginia of this Corporation is 4701 Cox Road, Suite 301, Glen Allen, Virginia 23060-6802 and this registered office is physically located in Henrico County. The registered address of the Corporation is identical to the registered address of the registered agent. CT Corporation System is a foreign stock corporation authorized to transact business in Virginia.
- FIFTH:** The mailing address for the Corporation is c/o Allegheny Energy, Inc., 800 Cabin Hill Drive, Greensburg, Pennsylvania, 15601.
- SIXTH:** The total number of shares of stock that this Corporation is authorized to issue is 5,000 Shares of common stock at \$1.00 par value per share. No holder of shares of any class of the Corporation shall have any preemptive or preferential right to purchase or subscribe to (i) any shares of any class of the Corporation, whether now or hereafter authorized; (ii) any warrants, rights or options to purchase any such shares; or (iii) any securities or obligations convertible into any such shares or into warrants, rights or options to purchase any such shares.
- SEVENTH:** The initial Board of Directors of this Corporation shall be comprised of two (2) persons. The number of directors may be

either increased or decreased from time to time as provided for in the By-laws of the Corporation, but shall never be fewer than two (2). The names and addresses of the initial directors of this Corporation are:

James R. Haney	c/o Allegheny Energy, Inc. 800 Cabin Hill Drive Greensburg, PA 15601
Mark A. Joensen	c/o Allegheny Energy, Inc. 800 Cabin Hill Drive Greensburg, PA 15601

EIGHTH: The period of the duration of the Corporation is perpetual.

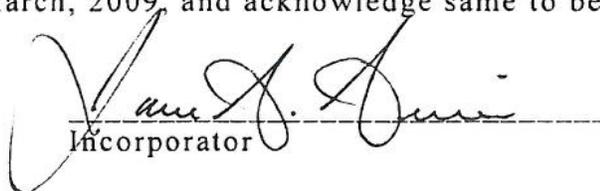
NINTH: To the fullest extent permitted by the statutory or decisional law of the Commonwealth of Virginia, as amended or interpreted, no director or officer of this Corporation shall be personally liable to the Corporation or its stockholders for money damages. No amendment of these Articles of Incorporation of the Corporation or repeal of any of its provisions shall limit or eliminate the benefits provided to directors and officers under this provision with respect to any act or omission which occurred prior to such amendment or repeal.

TENTH: The power to alter, amend or repeal the By-laws of this Corporation shall be vested in each of the Board of Directors and the shareholders of this Corporation. The shareholders of this Corporation may amend or adopt a by-law that fixes a greater quorum or voting requirement for shareholders (or voting groups of shareholders) than is required by law.

ELEVENTH: This Corporation reserves the right to amend or repeal any provisions contained in these Articles of Incorporation, or any amendment thereto, and any right conferred upon the shareholders is subject to this reservation.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation of PATH Allegheny Virginia Transmission Corporation as incorporator thereof this 12th day of March, 2009, and acknowledge same to be my act.

  
Incorporator

**BY-LAWS**  
**OF**  
**PATH ALLEGHENY VIRGINIA TRANSMISSION CORPORATION**

**ARTICLE I.**  
**DEFINITIONS, ETC.**

SECTION 1.1. For all purposes of these By-laws, unless the context otherwise requires:

(a) "Charter" shall mean the Articles of Incorporation filed with the Clerk of the State Corporation Commission of the Commonwealth of Virginia on March 16, 2009, as from time to time amended by all amendments thereto, and all other charter documents of PATH Allegheny Virginia Transmission Corporation, a corporation of the Commonwealth of Virginia.

(b) "Board" shall mean the Board of Directors of the Corporation.

(c) Whenever reference is made to stockholders present at a meeting, the reference shall include every stockholder present in person or by proxy appointed by instrument in writing and subscribed by such stockholder or by such stockholder's attorney thereunto authorized; and, whenever reference is made to action by any stockholder at or in connection with any meeting, the reference shall include action in person or by such proxy. No proxy shall be valid after 11 months from its date, unless otherwise provided in the proxy.

(d) "Stock Book" shall mean a book or list containing the names, alphabetically arranged, of all stockholders of the Corporation with their mailing addresses and the respective numbers and classes of shares of stock held by them.

(e) All references to Articles and Sections are to Articles and Sections of these By-laws; and the words "herein," "hereof," "hereby" and "hereunder" and other equivalent words, refer to these By-laws and not to any particular Article, Section or subdivision.

SECTION 1.2. Except as otherwise expressly provided by law or in the Charter any action which might be taken at a meeting of stockholders, the Board, or any committee, may be taken without a meeting by a written consent setting forth such action, signed by all persons who would be entitled to vote at the meeting if it were held and filed with the minutes of proceedings of the stock holders, the Board or such committee, as the case may be.

**ARTICLE II.**  
**MEETINGS OF STOCKHOLDERS**

SECTION 2.1. *Annual Meeting.* The annual meeting of stockholders for the election of directors and for such other business as may be stated in the notice of the meeting, shall be held at such place, either within or without the Commonwealth of Virginia, and at such time and date as the Board, by resolution, shall determine and as set forth in the notice of the meeting.

SECTION 2.2. *Special Meetings.* A special meeting of stockholders may be called at any time by either the Chairman of the Board, if there be one, by the Chief Executive Officer or President, and shall be called by the Secretary when so ordered by a majority of the directors or upon the written request, stating the purpose of the meeting, of stockholders holding of record issued and outstanding shares of stock of the Corporation entitled to not less than fifty per cent of all the votes entitled to be cast at such meeting.

SECTION 2.3. *Place of Meetings.* All meetings of stockholders shall be held at such place, either within or without the Commonwealth of Virginia, as may from time to time be fixed by the Board and specified in the respective notices of such meetings or any waivers of notice thereof.

SECTION 2.4. *Notice of Meetings.* Except as otherwise provided by law, notice of each meeting shall be in writing and signed by the President or a Vice President or the Secretary or an Assistant Secretary and shall state the purpose for which the meeting is called and the time and place it is to be held. A copy shall be served either personally or by mail upon each stockholder entitled to vote at the meeting not less than 10 nor more than 90 days before the meeting. Such notice shall be given not less than 25 days before the date of a meeting in the event any of the following items is to be considered at the meeting: (a) amendment to the Charter; (b) plan of merger or share exchange; (c) sale of substantially all of the Corporation's assets; or (d) dissolution of the Corporation. A notice, if mailed, shall be directed, postage prepaid, to the stockholder at the address of such shareholder as it appears on the Stock Book. Except as otherwise expressly provided by law, no publication or advertisement of any notice of any meeting of stockholders and no notice of any adjourned meeting of stockholders shall be required.

SECTION 2.5. *Quorum.* Except as otherwise provided by law or by the Charter, at each meeting of stockholders the holders of record of a majority in number of the issued and outstanding shares of stock of the Corporation entitled to vote thereat must be present to constitute a quorum for the transaction of business. Whether or not there is a quorum at any meeting, the stockholders present and entitled to cast a majority of the votes thereat, or in the absence of all the stockholders any officer entitled to preside or act as secretary at such meeting, may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted at the meeting as originally called.

SECTION 2.6. *Organization.* At each meeting of stockholders, the Chairman of the Board, or, in the Chairman's absence, the Chief Executive Officer, or, in the Chief Executive Officer's absence, the President, or, in the President's absence, a Vice President designated by the Chairman of the Board, or, in the absence of such designation, a chairman chosen by the stockholders present and entitled to cast a majority of the votes thereat, shall preside. The Secretary of the Corporation or, in the Secretary's absence, an Assistant Secretary, or, if none is present, some other person designated by the chairman of the meeting, shall act as secretary of the meeting.

SECTION 2.7. *Voting.* Except as otherwise provided by law or by the Charter, at any meeting of stockholders every stockholder present shall be entitled to one vote for each share of stock entitled to vote thereat standing in such stockholder's name on the books of the Corporation

(a) at the record date fixed by the Board, which date shall not be more than 60 days prior to such meeting, or

(b) if no such record date shall have been fixed, then 10 days prior to such meeting.

Shares of its own stock owned directly or indirectly by the Corporation shall not be voted at any meeting and shall not be counted in determining the total number of outstanding shares entitled to vote at any given time, but shares of its own stock held by it in a fiduciary capacity may be voted and shall be counted in determining the total number of outstanding shares at any given time.

Except as otherwise provided by law or by the Charter, all matters which shall properly come before any meeting of stockholders shall be decided by the affirmative vote of stockholders present and entitled to cast a majority of the votes thereat, a quorum being present. A stock vote upon any question shall be taken upon a demand therefor by any stockholder present and entitled to vote.

### ARTICLE III. BOARD OF DIRECTORS

SECTION 3.1. *General Powers.* The property, affairs and business of the Corporation, except as otherwise expressly provided by law or by the Charter, shall be managed by the Board.

SECTION 3.2. *Number, Election and Term of Office.* A board of directors shall be elected at the annual meeting of stockholders, and, subject to Sections 3.8 and 3.9, each director shall hold office until the next annual meeting of stockholders and until such director's successor shall have been elected and qualified, or until such director's death, resignation, disqualification or removal. Except as otherwise provided herein or in the Charter, directors shall be elected by a majority of the votes of the stockholders entitled to vote at each meeting of stockholders for the election of a director or directors. Directors need not be stockholders. The number of directors shall be not less than three nor more than fifteen, but the number of directors may be increased to any number not exceeding fifteen, or may be decreased to not less than three, by the affirmative vote of a majority of the whole Board without a vote of the stockholders. The tenure of office of a director shall not be affected by any decrease in the number of directors so made by the Board.

SECTION 3.3. *Meetings.* The Board shall hold its first regular meeting, as soon as practicable after the meeting of the stockholders at which such Board shall have been elected, for the purpose of organization and the election of officers, and for the transaction of such other business as may be required by law or by these By-laws or designated by the Board. In case such meeting is not held within 30 days after such meeting of stockholders, it may be called by any director by giving notice in the manner set forth in Section 3.5.

The Board by resolution may provide for other regular meetings and may fix the time and place of such meetings.

Special meetings shall be held whenever called by the Chairman of the Board or by either Chief Executive Officer or the President or by a majority of the directors.

SECTION 3.4. *Place of Meetings.* The Board may hold its meetings at such place or places, within or without the Commonwealth of Virginia, as the Board from time to time may determine or as may be designated in waivers of notice thereof signed by all the directors.

SECTION 3.5. *Notice of Meeting.* Except as provided in Section 3.3, notice need not be given of the first regular meeting of the Board. Notice need not be given of any other regular meeting of the Board if the time and place of such meeting are specified in a resolution of the Board prior to the meeting and if

notice of the adoption of such resolution is given, in the manner herein provided for giving notice of meetings, to each director who was absent from the meeting at which the resolution was adopted. Except as otherwise required by law, notice of the time and place of each other meeting of the Board shall be mailed to each director at such director's residence or usual place of business or at such other address as such director may have designated in writing to the Secretary, at least two days before the day of the meeting, or shall be sent to such director at such address by telegram or cablegram, or given personally or by telephone, at least 24 hours before the time for the meeting. Notice of a meeting of the Board need not state the purpose thereof, except as otherwise expressly provided by law or by Section 12.1.

SECTION 3.6. *Quorum and Manner of Acting.* Except as otherwise provided in Section 3.10, at each meeting of the Board a majority of the total number of directors, but not less than two directors, shall constitute a quorum for the transaction of business, and, except as otherwise provided by law or in the Charter or in Section 3.10, 4.1, or 12.1, the act of a majority of the directors present at any such meeting at which a quorum is present shall be the act of the Board. Whether or not there is a quorum at a meeting, a majority of the directors who are present may adjourn the meeting from time to time to a day certain. No notice of an adjourned meeting need be given.

Any action required or permitted to be taken at a meeting of the Board may be taken without a meeting if the action is taken by the whole Board and is evidenced by one or more written consents describing the action taken, signed by all directors on the Board, and filed with the minutes or corporate records of Board proceedings. Members of the Board may participate in a regular or special meeting of the Board by means of conference telephone or similar communications equipment by which all persons participating can simultaneously hear each other. Participation in a meeting by these communications means constitutes presence in person at the meeting. The directors shall act only as a Board, and the individual directors shall have no power as such.

SECTION 3.7. *Organization.* At each meeting of the Board, the Chairman of the Board, if there be one, or, in the or, in the Chairman's absence, the Chief Executive Officer, or, in the Chief Executive Officer's absence, the President or, in the President's absence, a chairman (who shall be a Vice President, if any is present) chosen by a majority of the directors present, shall preside. The Secretary of the Corporation or, in such Secretary's absence, an Assistant Secretary or, if none is present, some other person designated by the chairman of the meeting, shall act as secretary of the meeting.

SECTION 3.8. *Resignations.* Any director may resign at any time by giving written notice to the Chairman of the Board or to the Secretary of the Corporation or to the Board. A resignation shall take effect at the time specified therein and, unless otherwise specified therein, acceptance of such resignation shall not be necessary to make it effective.

SECTION 3.9. *Removal of Directors.* Except as otherwise provided by law or by the Charter, any director may be removed, either with or without cause, at any time, by the affirmative vote of the holders of record of a majority in number of the issued and outstanding shares of stock of the Corporation entitled to vote for the election of directors, at a special meeting of the stockholders called and held for that purpose.

SECTION 3.10. *Vacancies.* Except as otherwise provided by law or by the Charter, (a) any vacancy occurring in the Board for any cause other than by reason of an increase in the number of directors, may be filled by a majority of the remaining members of the Board, although such majority is less than a quorum, (b) any vacancy occurring by reason of an increase in the number of directors may be filled by action of a majority of the entire Board, and (c) any vacancy occurring in the Board for any cause whatsoever may be

filled by the stockholders entitled to vote upon an election of directors, at the next annual meeting held, or at the meeting of stockholders at which such vacancy was created, or at a meeting of stockholders called for the purpose of filling such vacancy. The directors so appointed or elected shall, subject to Sections 3.8 and 3.9, hold office until the next annual election of directors and until their successors have been duly elected and qualified.

SECTION 3.11. *Remuneration.* Directors shall be entitled to receive such remuneration as may be fixed from time to time by resolutions of the Board, in the form of payment of a fixed sum per month or of fees for attendance at meetings of the Board and committees thereof, or both. Directors shall also be entitled to be reimbursed for expenses incurred in attending any meeting or otherwise in connection with their attention to the affairs of the Corporation. Nothing herein shall preclude any director from serving in any other capacity or receiving compensation for such service.

#### ARTICLE IV. COMMITTEES

SECTION 4.1. *Generally.* The Board, by resolution adopted by a majority of the whole Board, may create one or more committees and appoint members of the Board to serve on them. Each committee may have two or more members, who serve at the pleasure of the Board. The creation of a committee and the appointment of members to it shall be approved by the majority of all the directors in office when the action is taken. The provisions of these By-laws, which govern meetings, action without meetings, notice, and waiver of notice, apply to committees and their members as well. To the extent specified by the Board or these By-laws, each committee may exercise the authority of the Board except such authority as may not be delegated by law.

#### ARTICLE V. OFFICERS

SECTION 5.1. *Required Officers.* The officers of the Corporation shall be either a Chief Executive Officer or President, a Secretary, a Treasurer, and, in the discretion of the Board or the Chief Executive Officer, one or more Vice-Presidents, Assistant Secretaries or Assistant Treasurers and any other officers as may be deemed necessary or advisable to carry on the business of the Corporation. Any two or more offices may be held by the same person. No instrument shall be executed, acknowledged or verified by the same individual in more than one such capacity if such instrument is required by law, the Charter, or these By-laws to be executed, acknowledged or verified by two or more officers.

SECTION 5.2. *Chief Executive Officer.* The Chief Executive Officer, if one is designated, shall be the chief executive officer of the Corporation, shall have general and active management of the day-to-day business and affairs of the Corporation as authorized from time to time by the Board and shall be authorized and directed to implement all orders, resolutions and business plans adopted by the Board.

SECTION 5.3. *President.* The President, if one is designated, in the absence or disability of the Chief Executive Officer, perform the duties and have the authority and exercise the powers of the Chief Executive Officer. The President shall perform such other duties and have such other authority and powers as the Board may from time to time prescribe.

SECTION 5.4. *Vice Presidents.* The Vice Presidents, if any are designated, in the order of their seniority, unless otherwise determined by the Board, shall, in the absence or disability of the Chief

Executive Officer and/or President, as the case may be, perform the duties and have the authority and exercise the powers of the Chief Executive Officer and/or President, as the case may be. They shall perform such other duties and have such other authority and powers as the Board may from time to time prescribe.

SECTION 5.5. *Secretary; Assistant Secretaries.* The Secretary, if one is designated, shall perform such duties and have such powers as the Board may from time to time prescribe. The Assistant Secretaries, if any are designated, in the order of their seniority, unless otherwise determined by the Board, shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary. They shall perform such other duties and have such other powers as the Board may from time to time prescribe.

SECTION 5.6. *Treasurer; Assistant Treasurers.* The Treasurer, if one is designated, shall have custody of the Corporation's funds and securities and shall keep full and accurate accounts and records of receipts, disbursements and other transactions in books belonging to the Corporation, and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated from time to time by the Board. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board, taking proper vouchers for such disbursements, and shall render the Chief Executive Officer and the Board, when so directed, an account of all such transactions as Treasurer and of the financial condition of the Corporation. The Treasurer shall perform such other duties and have such other powers as the Board may from time to time prescribe. The Assistant Treasurers, if any are designated, in the order of their seniority, unless otherwise determined by the Board, shall, in the absence or disability of the Treasurer, perform the duties and exercise the powers of the Treasurer. They shall perform such other duties and have such other powers as the Board may from time to time prescribe.

SECTION 5.7. *Term.* Unless otherwise provided in the resolution of election or appointment, each officer shall hold office until the meeting of the Board following the next annual meeting of shareholders and until the successor of such officer has been elected and qualified.

SECTION 5.8. *Duties and Authority.* Each officer of the Corporation has the authority and shall perform the duties prescribed by the Board or by direction of an officer authorized by the Board to prescribe the duties of other officers: provided, that the Secretary shall have the responsibility for preparing and maintaining custody of minutes of the directors' and shareholders' meetings and for authenticating records of the corporation.

SECTION 5.9. *Removal.* The Board may remove any officer at any time with or without cause.

## ARTICLE VI.

### INDEMNIFICATION OF DIRECTORS AND OFFICERS

SECTION 6.1. The Corporation shall indemnify any person who was or is a party or is threatened with being made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, including all appeals (other than an action, suit or proceeding by or in the right of the Corporation) by reason of the fact that such party is or was a director, officer or employee of the Corporation, or is or was serving at the request of the Corporation as a director, officer or employee of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, decrees, fines, penalties and amounts paid in settlement actually and

reasonably incurred by such party in connection with such action, suit or proceeding if such party acted in good faith and in a manner such party reasonably believed to be in or not opposed to the best interests of the Corporation. and, with respect to any criminal action or proceeding, had no reasonable cause to believe such party's conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not of itself create a presumption that the person did not act in good faith or in a manner which such person reasonably believed to be in or not opposed to the best interests of the Corporation or, with respect to any criminal action, suit or proceeding, that such person had reasonable cause to believe that such person's conduct was unlawful.

SECTION 6.2. The Corporation shall indemnify any person who was or is a party or is threatened with being made a party to any threatened, pending or completed action, suit or proceeding, including all appeals, by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that such person is or was a director, officer or employee of the Corporation, or is or was serving at the request of the Corporation as a director, officer or employee of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action, suit or proceeding. The Corporation shall also indemnify any such person against amounts paid in settlement of such action, suit or proceeding up to the amount that would reasonably have been expended in such person's defense (determined in the manner provided for in Section 6.4) if such action, suit or proceeding had been prosecuted to a conclusion. However, indemnification under this Section shall be made only if the person to be indemnified acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Corporation; and no such indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been finally adjudged to be liable for negligence or misconduct in the performance of such person's duty to the Corporation unless, and only to the extent that, the court or body in or before which such action, suit or proceeding was finally determined, or any court of competent jurisdiction, shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses or other amounts paid as such court or body shall deem proper.

SECTION 6.3. Without limiting the right of any director, officer or employee of the Corporation to indemnification under any other Section hereof, if such person has been substantially and finally successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections 6.1 and 6.2 or in defense of any claim, issue, or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith.

SECTION 6.4. Any indemnification under Sections 6.1 and 6.2 (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director, officer or employee is proper in the circumstances because such person has met the applicable standard of conduct set forth in Sections 6.1 and 6.2. Such determination shall be made (1) by the Board by a majority vote of a quorum consisting of directors who are or were not parties to or threatened with such action, suit or proceeding, or (2) if such a quorum is not obtainable, or even if obtainable, if a majority of a quorum of disinterested directors so directs, by independent legal counsel (compensated by the Corporation) in a written opinion, or (3) if there be no disinterested directors, or if a majority of the disinterested directors, whether or not a quorum, so directs, by the holders of a majority of the shares entitled to vote in the election of directors without reference to default or contingency which would permit the holders of one or more classes of shares to vote for the election of one or more directors.

SECTION 6.5. Expenses of each person indemnified hereunder incurred in defending a civil, criminal, administrative or investigative action, suit, or proceeding (including all appeals) or threat thereof, may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding as authorized by the Board, whether a disinterested quorum exists or not, upon receipt of an undertaking by or on behalf of the director, officer or employee to repay such expenses unless it shall ultimately be determined that such person is entitled to be indemnified by the Corporation.

SECTION 6.6. The indemnification provided by this Article shall not be deemed exclusive of or in any way to limit any other rights to which any person indemnified may be or may become entitled as a matter of law, by the articles, regulations, agreements, insurance, vote of shareholders or otherwise, with respect to action in such person's official capacity and with respect to action in another capacity while holding such office and shall continue as to a person who has ceased to be a director, officer or employee and shall inure to the benefit of the heirs, executors, administrators and other legal representatives of such person.

SECTION 6.7. Sections 6.1 through 6.6 of this Article shall also apply to such other agents of the Corporation as are designated for such purpose at any time by the Board.

SECTION 6.8. If any part of this Article shall be found, in any action, suit or proceeding, to be invalid or ineffective, the validity and the effect of the remaining parts shall not be affected.

SECTION 6.9. The provisions of this Article shall be applicable to claims, actions, suits or proceedings made or commenced after the adoption hereof, whether arising from acts or omissions to act occurring before or after the adoption hereof.

#### ARTICLE VII. CONTRACTS, CHECKS, DRAFTS, BANK ACCOUNTS, ETC.

SECTION 7.1. *Contracts.* The Board or a committee of the Board acting within the scope of its delegated authority may authorize any officer or agent to enter into any contract or to execute and deliver any instrument in the name of and on behalf of the Corporation and such authority may be general or confined to specific instances. Any agreement, deed, mortgage, lease or other document shall be valid and binding upon the Corporation when duly authorized or ratified by action of the Board or a committee of the Board acting within the scope of its delegated authority and executed by an authorized person.

SECTION 7.2. *Checks, Drafts, Notes, etc.* All checks and drafts on the Corporation's bank accounts and all bills of exchange and promissory notes, and all acceptances, obligations and other instruments for the payment of money, shall be signed by such officer or officers, agent or agents, as shall be authorized from time to time by the Board or a committee of the Board acting within the scope of its delegated authority.

#### ARTICLE VIII. BOOKS AND RECORDS

SECTION 8.1. *Place, etc.* The Board may keep the books and records of the Corporation at such places within or without the Commonwealth of Virginia, as it may from time to time determine. The stock record books and the blank stock certificate books shall be kept by the Secretary or by a transfer agent or by

any other officer or agent designated by the Board or any committee thereunto authorized. The original or a duplicate stock ledger containing the names and addresses of the stockholders and the number of shares held by them, respectively, shall be kept at the principal office or place of business of the Corporation in the Commonwealth of Pennsylvania. The original or a certified copy of these By-laws, as amended from time to time, shall be kept at the principal office of the Corporation in the Commonwealth of Pennsylvania.

ARTICLE IX.  
SHARES AND THEIR TRANSFER

SECTION 9.1. *Certificates of Stock.* The stock of the Corporation shall be represented by certificates signed by the Chairman of the Board or the President or a Vice President and countersigned by the Secretary or an Assistant Secretary or the Treasurer or an Assistant Treasurer and sealed with the seal of the Corporation, any or all of which may be facsimile, engraved or printed. When any such certificate is signed by a transfer agent and by a registrar, the signatures of the officers and the seal upon such certificate may be facsimiles, engraved or printed. In case any officer who shall have signed, or whose facsimile signature shall have been used on, any such certificates shall cease to be such officer of the Corporation before such certificate is issued, such certificate may nevertheless be issued by the Corporation with the same effect as if the person who signed such certificate or whose facsimile signature shall have been used thereon had not ceased to be such officer of the Corporation.

SECTION 9.2. *Record, etc.* A record shall be kept in the Stock Book of the name of the person, firm or corporation owning the stock represented by each certificate for stock of the Corporation issued, the number and class of shares represented by each such certificate, and the date thereof, and, in the case of cancellation, the date of cancellation. Every certificate surrendered to the Corporation for exchange or transfer shall be cancelled, and no new certificate or certificates shall be issued in exchange for any existing certificate until such existing certificate shall have been so cancelled except in cases provided for in Section 9.5 of this Article 9. The person in whose name shares of stock stand in the Stock Book shall be deemed the owner thereof for all purposes as regards the Corporation.

SECTION 9.3. *Transfer of Shares.* Transfers of shares of the stock of the Corporation shall be made on the books of the Corporation by the holder of record, or by such person's attorney thereunto duly authorized, upon surrender of the certificates for such shares, but no share shall be transferred until all previous calls thereon shall have been fully paid.

SECTION 9.4. *Transfer Agents and Registrars.* The Board may appoint one or more transfer agents and registrars for stock of the Corporation of any class and may require stock certificates to be countersigned or registered by one or more of such transfer agents or registrars.

SECTION 9.5. *Lost and Destroyed Certificates.* The holder of record of any certificate of stock who shall claim that such certificate is lost or destroyed may make an affidavit or affirmation of that fact in such manner as the Board may require and give a bond, if required by the Board, in such form and sum and with such surety as the Board shall require, to indemnify the Corporation against any claim that may be made against it on account of such certificate, whereupon one or more new certificates may be issued of the same tenor and for the same aggregate number of shares as the certificate alleged to be lost or destroyed. The Board may delegate authority to administer the provisions of this Section.

ARTICLE X.  
NOTICE

SECTION 10.1. *Waiver of Notice.* No notice of the time, place or purpose of any meeting of stockholders or directors, or of any committee, or any publication thereof, whether prescribed by law, by the Charter or by these By-laws, need be given to any person who attends the meeting, or who, in writing, executed either before or after the meeting and filed with the records of the meeting, waives such notice, and such attendance or waiver shall be deemed equivalent to notice.

ARTICLE XI.  
MISCELLANEOUS

SECTION 11.1. *Fiscal Year.* The fiscal year of the Corporation shall be determined by the Board. In the absence of any such determination the fiscal year of the Corporation shall be the calendar year.

SECTION 11.2. *Seal.* The seal of the Corporation shall be a device containing the name of the Corporation, the year of its organization and the words "Virginia". The corporate seal may be used by printing, engraving, lithographing, stamping or otherwise making, placing or affixing, or causing to be printed, engraved, lithographed, stamped or otherwise made, placed or affixed, upon any paper or document, by any process whatsoever, an impression, facsimile, or other reproduction of the Corporation seal.

ARTICLE XII.  
AMENDMENTS

SECTION 12.1. These By-laws may be amended or repealed by the stockholders at any annual meeting, or at any special meeting if notice of the proposed amendment or new By-laws is included in the notice of such meeting. Except as otherwise provided by law, these By-laws may be amended or repealed by the affirmative vote of a majority of the whole Board given at any meeting if notice of the proposed amendment or repeal is contained in the notice or waiver of notice of such meeting. By-laws made, altered or amended by the Board shall be subject to alteration, amendment or repeal by the stockholders.

# Commonwealth of Virginia



## State Corporation Commission

*I Certify the Following from the Records of the Commission:*

PATH Allegheny Virginia Transmission Corporation is a corporation existing under and by virtue of the laws of Virginia, and is in good standing.

The date of incorporation is March 16, 2009.

Nothing more is hereby certified.



*Signed and Sealed at Richmond on this Date:  
April 23, 2009*

*Joel H. Peck*  
Joel H. Peck, Clerk of the Commission

**SECRETARY'S CERTIFICATE  
OF  
PATH ALLEGHENY VIRGINIA  
TRANSMISSION CORPORATION**

The undersigned, as the duly elected and authorized Assistant Secretary of PATH ALLEGHENY VIRGINIA TRANSMISSION CORPORATION, a Virginia corporation (the "**Company**"), does hereby certify on and as of the date set forth below, that the following resolutions are a true and correct copy of resolutions duly adopted by the Board of Directors of the Company (the "**Board**") on March 24, 2009, by unanimous written consent, in accordance with the law and with the organizational documents of the Company and that such resolutions have not been rescinded, amended or modified, and are in full force and effect.

WHEREAS, pursuant to 36 C.F.R. Part 14, entities seeking new or modified uses of federally owned or controlled land administered by the National Park Service ("NPS") must first receive a right-of-way authorization for such activities; and

WHEREAS, the Company is proposing the siting of a new electric transmission facility that would cross the Appalachian National Scenic Trail in a manner that may involve new or modified use of such lands; and

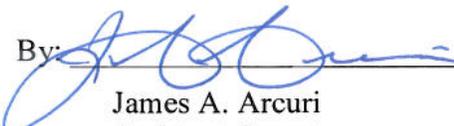
WHEREAS, the NPS requires that an application for right-of-way authorization include a copy of a resolution of the applicant's governing board authorizing filing of the application.

NOW THEREFORE, BE IT

RESOLVED, that the Board hereby authorizes the filing of an application for any necessary right-of-way authorizations from the NPS for new or modified uses of the Appalachian National Scenic Trail.

IN WITNESS WHEREOF, I have hereunto set my hand and the corporate seal of the Company this 20th day of April 2009.

PATH ALLEGHENY VIRGINIA  
TRANSMISSION CORPORATION

By:   
James A. Arcuri  
Assistant Secretary



The name and address of each shareholder owning 3 percent or more of the shares, together with the number and percentage of any class of voting shares of the entity which such shareholder is authorized to vote and the name and address of each affiliate of the entity together with, in the case of an affiliate controlled by the entity, the number of shares and the percentage of any class of voting stock of that affiliate owned, directly or indirectly, by that entity, and in the case of an affiliate which controls that entity, the number of shares and the percentage of any class of voting stock of that entity owned, directly or indirectly, by the affiliate.

The sole shareholder of PATH Allegheny Virginia Transmission Corporation with 100% of voting interests is PATH Allegheny Transmission Company, LLC which is controlled by Allegheny Series, Potomac-Appalachian Transmission Highline, LLC. The Allegheny Series is controlled by Allegheny Energy, Inc.
<b>Affiliates through Allegheny Energy, Inc.</b>
<u>Acadia Bay Energy Company, LLC</u> 800 Cabin Hill Drive Greensburg Pennsylvania 15601
<u>AE Supply Gleason West Virginia, LLC</u> 1310 Fairmont Avenue Fairmont WV 26554
<u>AE Supply Renaissance Southwest, LLC</u> 2215B Renaissance Drive Suite 5 Las Vegas NV 89119
<u>AET PATH Company, LLC</u> 800 Cabin Hill Drive Greensburg Pennsylvania 15601
<u>AFN Finance Company No. 2, LLC</u> 800 Cabin Hill Drive Greensburg Pennsylvania 15601
<u>Allegheny Capital Trust I</u> Rodney Square North 1100 North Market Street Wilmington Delaware 19890
<u>Allegheny Energy, Inc</u> 800 Cabin Hill Drive Greensburg Pennsylvania 15601
<u>Allegheny Energy OVEC Supply Company, LLC</u> 2215B Renaissance Drive Suite 5 Las Vegas NV 89119
<u>Allegheny Energy Service Corporation</u> 800 Cabin Hill Drive Greensburg Pennsylvania 15601
<u>Allegheny Energy Solutions, Inc</u> 800 Cabin Hill Drive Greensburg Pennsylvania 15601
<u>Allegheny Energy Supply Capital, LLC</u> 2215B Renaissance Drive Suite 7 Las Vegas NV 89119

<u>Allegheny Energy Supply Company, LLC</u> 800 Cabin Hill Drive Greensburg Pennsylvania 15601
<u>Allegheny Energy Supply Development Services, LLC</u> 800 Cabin Hill Drive Greensburg Pennsylvania 15601
<u>Allegheny Energy Supply Gleason Generating Facility, LLC</u> 800 Cabin Hill Drive Greensburg Pennsylvania 15601
<u>Allegheny Energy Supply Renaissance, LLC</u> 800 Cabin Hill Drive Greensburg Pennsylvania 15601
<u>Allegheny Energy Supply Southwest, LLC</u> 2215B Renaissance Drive Suite 5 Las Vegas NV 89119
<u>Allegheny Energy Transmission, LLC</u> 800 Cabin Hill Drive Greensburg Pennsylvania 15601
<u>Allegheny Generating Company</u> 800 Cabin Hill Drive Greensburg Pennsylvania 15601
<u>Allegheny Pittsburgh Coal Company</u> 800 Cabin Hill Drive Greensburg Pennsylvania 15601
<u>Allegheny Ventures, Inc</u> 800 Cabin Hill Drive Greensburg Pennsylvania 15601
<u>APS Constellation, LLC</u> 100 Foot of John Street Boott Mills South Lowell MA 01852
<u>AYP Energy, Inc</u> 800 Cabin Hill Drive Greensburg Pennsylvania 15601
<u>Buchanan Energy Company of Virginia, LLC</u> 800 Cabin Hill Drive Greensburg Pennsylvania 15601
<u>Buchanan Generation, LLC</u> 800 Cabin Hill Drive Greensburg Pennsylvania 15601
<u>Enporion, Inc</u> 1209 Orange St Wilmington Delaware 19801
<u>Green Valley Hydro, LLC</u> 800 Cabin Hill Drive Greensburg Pennsylvania 15601

<p><u>MABCO Steam Company, LLC</u>  Cleveland-Cliffs Iron Company  1100 Superior Ave  Cleveland Ohio 44114-2585</p>
<p><u>Mon Power Renaissance, LLC</u>  2215B Renaissance Drive  Suite 5  Las Vegas NV 89119</p>
<p><u>Mon Synfuel, LLC</u>  351 West Camden Street  Suite 100  Baltimore MD 21201</p>
<p><u>Monongahela Power Company</u>  1310 Fairmont Avenue  Fairmont WV 26554</p>
<p><u>MP Environmental Funding, LLC</u>  2265B Renaissance Drive  Suite 1  Las Vegas NV 89119</p>
<p><u>MP Renaissance Funding, LLC</u>  2215B Renaissance Drive  Suite 5  Las Vegas NV 89119</p>
<p><u>NYC Energy LLC</u>  1041 Third Avenue  New York New York 10021</p>
<p><u>Odyssey Communications, LLC</u>  800 Cabin Hill Drive  Greensburg Pennsylvania 15601</p>
<p><u>Ohio Valley Electric Corporation</u>  3932 U.S. Route 23  Pikeeton OH 45661</p>
<p><u>PATH Allegheny Transmission Company, LLC</u>  800 Cabin Hill Drive  Greensburg Pennsylvania 15601</p>
<p><u>PATH Allegheny Virginia Transmission Corporation</u>  800 Cabin Hill Drive  Greensburg Pennsylvania 15601</p>
<p><u>PATH Ohio Transmission Company, LLC</u>  800 Cabin Hill Drive  Greensburg Pennsylvania 15601</p>
<p><u>PATH West Virginia Transmission Company, LLC</u>  800 Cabin Hill Drive  Greensburg Pennsylvania 15601</p>
<p><u>PE Environmental Funding, LLC</u>  2265B Renaissance Drive  Suite 1  Las Vegas NV 89119</p>

<u>PE Renaissance Funding, LLC</u> 2215B Renaissance Drive Suite 5 Las Vegas NV 89119
<u>PE Transferring Agent</u> 800 Cabin Hill Drive Greensburg Pennsylvania 15601
<u>Potomac-Appalachian Transmission Highline, LLC</u> 800 Cabin Hill Drive Greensburg Pennsylvania 15601
<u>Allegheny Series, Potomac-Appalachian Transmission Highline, LLC</u> 800 Cabin Hill Drive Greensburg Pennsylvania 15601
<u>West Virginia Series, Potomac-Appalachian Transmission Highline, LLC</u> 800 Cabin Hill Drive Greensburg Pennsylvania 15601
<u>Ohio Series, Potomac-Appalachian Transmission Highline, LLC</u> 800 Cabin Hill Drive Greensburg Pennsylvania 15601
<u>Trans-Allegheny Interstate Line Company</u> Allegheny Energy, Inc. 800 Cabin Hill Drive Greensburg PA 15601
<u>Utility Associates, Inc</u> Seven Piedmont Center Suite 330 Atlanta GA 30305
<u>Virginia Capital, L.L.C.</u> 1801 Libbie Avenue Suite 201 Richmond VA 23226
<u>West Penn Power Company</u> 800 Cabin Hill Drive Greensburg Pennsylvania 15601
<u>The West Virginia Power &amp; Transmission Company</u> 800 Cabin Hill Drive Greensburg Pennsylvania 15601
<u>WPP Funding, LLC</u> 2215B Renaissance Drive Suite 1 Las Vegas NV 89119
<u>AFN, LLC</u> 2 West Second St Tower II, 16th Floor Tulsa OK 74103-3102
<u>Allegheny Communications Connect of Pennsylvania, LLC</u> 800 Cabin Hill Drive Greensburg Pennsylvania 15601

Allegheny Communications Connect of Virginia, Inc  
800 Cabin Hill Drive  
Greensburg Pennsylvania 15601

Allegheny Communications Connect, Inc  
800 Cabin Hill Drive  
Greensburg Pennsylvania 15601

WPP Renaissance Funding, LLC  
2215B Renaissance Drive  
Suite 1  
Las Vegas NV 89119

The Potomac Edison Company

THE POTOMAC EDISON COMPANY  
ARTICLES OF AMENDMENT AND RESTATEMENT  
(MARYLAND)  
ARTICLES OF RESTATEMENT  
(VIRGINIA)

FIRST: The Potomac Edison Company, a Maryland corporation and a Virginia Corporation (the "Corporation"), desires to amend (including amendments that require stockholder approval) and restate its Articles of Incorporation, as amended (the "Articles of Incorporation"), as currently in effect and as hereinafter amended, pursuant to Section 2-609 of the Maryland General Corporation Law and Section 13.1-711 of the Virginia Stock Corporation Act.

SECOND: The following provisions are all the provisions of the Articles of Incorporation currently in effect and as hereinafter amended:

ARTICLE I

NAME

The name of the Corporation is The Potomac Edison Company.

ARTICLE II

PURPOSES AND POWERS

The purposes for which the Corporation is formed and the business or objects to be carried on and promoted by it are to conduct business as a public service company/public service corporation, including but not limited to the following activities:

- (a) To produce, generate, buy, sell, lease, deal in, transmit and distribute (i) power, light, energy and heat in the form of electricity, (ii) by-products thereof and (iii) devices, facilities and equipment for use in connection therewith;
- (b) To acquire (by construction, purchase, condemnation, lease or otherwise), use, maintain, operate, deal in and dispose of, power plants, dams, substations, office machinery, property (real, personal and mixed) and facilities (including water power, nuclear and other sites), and all fixtures, equipment and appliances, necessary, appropriate, incidental or convenient for its corporate purposes;
- (c) To exercise any powers conferred by the Commonwealth of Virginia on a public service company/public service corporation; and
- (d) To conduct business as a public service company/public service corporation, which business is briefly described as the purchase, generation, transmission,

distribution and sale, both at wholesale and at retail, of electricity for light, heat and power purposes in the State of Maryland, the State of West Virginia, the Commonwealth of Virginia, the Commonwealth of Pennsylvania and elsewhere.

The above purposes and powers shall be the only purposes and powers of the Corporation to be exercised in the Commonwealth of Virginia.

In addition to the above purposes and powers, the Corporation shall be authorized to exercise and enjoy all powers, rights, franchises, and privileges granted to or conferred upon corporations by the laws of the State of Maryland as now or hereafter in force, including but not limited

(a) To exercising any powers conferred by the State of Maryland on a public service company, and

(b) To engaging in or carrying on any other business which may conveniently be conducted in conjunction with any of the business of the Corporation and in general to do any and all things and exercise any and all powers which it may now or hereafter be lawful for the Corporation to do or exercise under and in pursuance of the laws of the State of Maryland and of the Commonwealth of Virginia.

It is the intention that the objects and purposes specified in this Article II shall not, unless otherwise specified herein, be in any way limited or restricted by reference to or inference from the terms of any other clause of this or any other Article in these Articles of Incorporation, but that the objects and purposes specified in each of the clauses of this Article shall be regarded as independent objects and purposes. It is also the intention that said clauses be construed both as purposes and powers, and not as limitations, and generally that the Corporation shall be authorized to exercise and enjoy all powers, rights, franchises and privileges granted to or conferred upon corporations by the laws of the State of Maryland and of the Commonwealth of Virginia, and the enumeration of certain powers as herein specified is not intended as exclusive of or as a waiver of any of the powers, rights, franchises or privileges granted or conferred by the laws of said State and of said Commonwealth now or hereafter in force.

### ARTICLE III

#### PRINCIPAL AND REGISTERED OFFICES

Section 3.1. The address of the principal office of the Corporation in the State of Maryland is 10435 Downsville Pike, Hagerstown, Maryland 21740. The name of the resident agent of the Corporation in the State of Maryland is Eugene W. McCauley, whose post office address is 10435 Downsville Pike, Hagerstown, Maryland 21740. The resident agent is a citizen of and resides in the State of Maryland.

Section 3.2. The post office address of the registered office of the Corporation in Virginia is 112 South Cameron Street, Winchester, Virginia 22601, and the name of its registered

agent at such address is J. Sloan Kuykendall, Esq. The registered agent is a resident of Virginia and a member of the Virginia State Bar.

#### ARTICLE IV

#### BOARD OF DIRECTORS

Section 4.1. The business and affairs of the Corporation shall be managed under the direction of the Board of Directors. The number of directors shall be eleven, which number may be increased or decreased pursuant to the Bylaws, but shall never be less than the minimum number required by the Maryland General Corporation Law. The names of the directors who shall serve until the next annual meeting of stockholders and until their successors are duly elected and qualify are:

**Name**

Eleanor Baum

William L. Bennett

Wendell F. Holland

Phillip E. Lint

Frank A. Metz, Jr.

Michael P. Morrell

Alan J. Noia

Jay S. Pifer

Steven H. Rice

Gunnar E. Sarsten

Peter J. Skrgic

Section 4.2. The Board of Directors may authorize the issuance from time to time of shares of stock of the Corporation of any class or series, whether now or hereafter authorized, or securities or rights convertible into shares of its stock of any class or series, whether now or hereafter authorized, for such consideration as the Board of Directors may deem advisable (or without consideration in the case of a stock split or stock dividend), subject to such restrictions or limitations, if any, as may be set forth in these Articles of Incorporation or the Bylaws.

Section 4.3. Except as may be provided by the Board of Directors in setting the terms of classified or reclassified shares of stock pursuant to Section 5.4. or as may otherwise be provided by contract, no holder of shares of stock of the Corporation shall, as such holder, have any preemptive right to purchase or subscribe for any additional shares of stock of the Corporation or any other security of the Corporation which it may issue or sell.

Section 4.4. The Corporation shall have the power, to the maximum extent not prohibited by Maryland and Virginia law in effect from time to time, to obligate itself to indemnify, and to pay or reimburse reasonable expenses in advance of final disposition of a proceeding to, (a) any individual who is a present or former director or officer of the Corporation or (b) any individual who, while a director of the Corporation and at the request of the Corporation, serves or has served as a director, officer, partner or trustee of another corporation, real estate investment trust, partnership, joint venture, trust, employee benefit plan or any other enterprise from and against any claim or liability to which such person may become subject or which such person may incur by reason of his status as a present or former director or officer of the Corporation. The Corporation shall have the power, with the approval of the Board of Directors, to provide such indemnification and advancement of expenses to a person who served a predecessor of the Corporation in any of the capacities described in (a) or (b) above and to any employee or agent of the Corporation or a predecessor of the Corporation.

Section 4.5. The determination as to any of the following matters, made in good faith by or pursuant to the direction of the Board of Directors consistent with these Articles of Incorporation and in the absence of actual receipt of an improper benefit in money, property or services or active and deliberate dishonesty established by a court, shall be final and conclusive and shall be binding upon the Corporation and every holder of shares of its stock: the amount of the net income of the Corporation for any period and the amount of assets at any time legally available for the payment of dividends, redemption of its stock or the payment of other distributions on its stock; the amount of paid-in surplus, net assets, other surplus, annual or other net profit, net assets in excess of capital, undivided profits or excess of profits over losses on sales of assets; the amount, purpose, time of creation, increase or decrease, alteration or cancellation of any reserves or charges and the propriety thereof (whether or not any obligation or liability for which such reserves or charges shall have been created shall have been paid or discharged); the fair value, or any sale, bid or asked price to be applied in determining the fair value, of any asset owned or held by the Corporation; any matter relating to the acquisition, holding and disposition of any assets by the Corporation; or any other matter relating to the business and affairs of the Corporation.

## ARTICLE V

### STOCK

Section 5.1. The Corporation has authority to issue 36,000,000 shares of stock, consisting of 26,000,000 shares of Common Stock, \$.01 par value per share ("Common Stock"), and 10,000,000 shares of preferred stock, \$.01 par value per share ("Preferred Stock"). If shares of one class of stock are classified or reclassified into shares of another class of stock pursuant to

this Article V, the number of authorized shares of the former class shall be automatically decreased and the number of shares of the latter class shall be automatically increased, in each case by the number of shares so classified or reclassified, so that the aggregate number of shares of stock of all classes that the Corporation has authority to issue shall not be more than the total number of shares of stock set forth in the first sentence of this paragraph.

Section 5.2. Each share of Common Stock shall entitle the holder thereof to one vote. The Board of Directors may reclassify any unissued shares of Common Stock from time to time in one or more classes or series of stock.

Section 5.3. The Board of Directors may classify any unissued shares of Preferred Stock and reclassify any previously classified but unissued shares of Preferred Stock of any series from time to time, in one or more classes or series of stock.

Section 5.4. Prior to the issuance of classified or reclassified shares of any class or series of stock, the Board of Directors by resolution shall: (a) designate that class or series to distinguish it from all other classes and series of stock of the Corporation; (b) specify the number of shares to be included in the class or series; (c) determine, set or change the preferences, limitations, relative rights, restrictions, qualifications and the terms of and conditions of redemption to the extent permitted by the Virginia Stock Corporation Act and the Maryland General Corporation Law, subject to the express terms of any class or series of class of stock of the Corporation outstanding at the time; and (d) cause the Corporation to file articles supplementary with the State Department of Assessments and Taxation of Maryland and articles of amendment with the Virginia State Corporation Commission.

Section 5.5. All persons who shall acquire stock in the Corporation shall acquire the same subject to the provisions of these Articles of Incorporations and the Bylaws.

## ARTICLE VI

### AMENDMENT

The Corporation reserves the right, subject only to any requisite vote or consent of the holders of any other class of stock specifically required by the provisions of these Articles of Incorporation, to amend or change any and all provisions of these Articles of Incorporation (including, without limitation, a change in the preferences given to any one or more classes of stock by these Articles of Incorporation) by the vote in favor thereof, given in person or by proxy at any meeting called for the purpose, of the holders of a majority of the outstanding shares of Common Stock, or by unanimous written consent by holders of all of the outstanding shares of Common Stock.

## ARTICLE VII

### LIMITATION OF LIABILITY

To the maximum extent that Maryland law and Virginia law, in effect from time to time, do not prohibit the limitation of the liability of directors and officers of a corporation, no director or officer of the Corporation shall be liable to the Corporation or its stockholders for money damages. Neither the amendment nor repeal of this Article VII nor the adoption or amendment of any other provision of these Articles of Incorporation or Bylaws inconsistent with this Article VII shall apply to or affect in any respect the applicability of the preceding sentence with respect to any act or failure to act which occurred prior to such amendment, repeal or adoption.

## ARTICLE VIII

### SEVERABILITY

The provisions of these Articles of Incorporation are severable, and if the Board of Directors shall determine, with the advice of counsel, that any one or more of such provisions (the "Conflicting Provisions") are in conflict with Maryland law, Virginia law or other applicable federal or state laws, the Conflicting Provisions, to the extent of the conflict, shall be deemed never to have constituted a part of these Articles of Incorporation, even without any amendment of these Articles of Incorporation pursuant to Article VI and without affecting or impairing any of the remaining provisions of these Articles of Incorporation or rendering invalid or improper any action taken or omitted prior to such determination. No Director shall be liable for making or failing to make such a determination. In the event of any such determination by the Board of Directors, the Board shall amend these Articles of Incorporation in the manner provided in Article VI. If any provision of these Articles of Incorporation shall be held invalid or unenforceable in any jurisdiction, such holding shall apply only to the extent of any such invalidity or unenforceability and shall not in any manner affect, impair or render invalid or unenforceable such provision in any other jurisdiction or any other provision of these Articles of Incorporation in any jurisdiction.

THIRD: The amendment to and restatement of these Articles of Incorporation as hereinabove set forth have been duly advised by the Board of Directors, by resolution duly adopted at a meeting of the Board of Directors held on October 6, 1999, and approved by the sole stockholder of the Corporation, as required by Maryland law.

FOURTH: The Board of Directors, by resolution duly adopted at a meeting of the Board of Directors on October 6, 1999, proposed, approved and recommended to the sole stockholder of the Corporation, and the sole stockholder approved, the foregoing amendment and restatement of these Articles of Incorporation, as required by Virginia law.

FIFTH: The current address of the principal office of the Corporation is as set forth in Article III of the foregoing amendment and restatement of these Articles of Incorporation.

SIXTH: The names and addresses of the Corporation's current resident agents are as set forth in Article III of the foregoing amendment and restatement of these Articles of Incorporation.

SEVENTH: The number of directors of the Corporation and the names of those currently in office are as set forth in Article IV of the foregoing amendment and restatement of these Articles of Incorporation.

EIGHTH: The total number of shares of stock which the Corporation had authority to issue immediately prior to this amendment and restatement was 28,378,611, consisting of 23,000,000 shares of Common Stock, without par value, and 5,378,611 shares of Preferred Stock, \$100 par value per share. The aggregate par value of all shares of stock having par value was \$537,861,100.

NINTH: The total number of shares of stock which the Corporation has authority to issue pursuant to the foregoing amendment and restatement is 36,000,000, consisting of 26,000,000 shares of Common Stock, \$.01 par value per share, and 10,000,000 shares of Preferred Stock, \$.01 par value per share. The aggregate par value of all authorized shares of stock having par value is \$360,000.

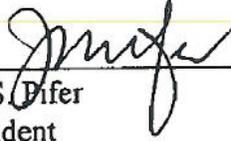
TENTH: The undersigned President acknowledges these Articles of Amendment and Restatement/Articles of Restatement to be the corporate act of the Corporation and, as to all matters or facts required to be verified under oath, the undersigned President acknowledges that, to the best of his knowledge, information and belief, these matters and facts are true in all material respects and that this statement is made under the penalties for perjury.

IN WITNESS WHEREOF, the Corporation has caused these Articles of Amendment and Restatement/Articles of Restatement to be signed in its name and on its behalf by its President and attested to by its Secretary on this 11<sup>th</sup> day of April 2000.

ATTEST:

THE POTOMAC EDISON COMPANY

  
\_\_\_\_\_  
Eileen Beck  
Secretary

By:  \_\_\_\_\_ (SEAL)  
Jay S. Pifer  
President

**BY-LAWS**  
**of**  
**THE POTOMAC EDISON COMPANY**  
(As Amended thru April 14, 2008)

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ARTICLE I.

Definitions, etc.

SECTION 1.1. For all purposes of these By-laws, unless the context otherwise requires:

(a) "Charter" shall mean the Articles of Incorporation included as Part SIXTH of the Agreement and Articles of Merger, dated as of May 31, 1974, among The Potomac Edison Company, The Potomac Edison Company of Virginia, Monterey Utilities Corporation, The Potomac Edison Company of West Virginia and The Potomac Edison Company of Pennsylvania, as from time to time amended by all amendments thereto, and all other charter documents of The Potomac Edison Company, a corporation of the State of Maryland and the Commonwealth of Virginia.

(b) "Board" shall mean the Board of Directors of the Corporation.

(c) Whenever reference is made to stockholders present at a meeting, the reference shall include every stockholder present in person or by proxy appointed by instrument in writing and subscribed by such stockholder or by his attorney thereunto authorized; and, whenever reference is made to action by any stockholder at or in connection with any meeting, the reference shall include action in person or by such proxy. No proxy shall be valid after 11 months from its date, unless otherwise provided in the proxy.

(d) "Stock Book" shall mean a book or list containing the names, alphabetically arranged, of all stockholders of the Corporation with their mailing addresses and the respective numbers and classes of shares of stock held by them.

(e) All references to Articles and Sections are to Articles and Sections of these By-laws; and the words "herein," "hereof," "hereby" and "hereunder" and other equivalent words, refer to these By-laws and not to any particular Article, Section or subdivision.

SECTION 1.2. Except as otherwise expressly provided by law or in the Charter any action which might be taken at a meeting of stockholders, the Board, or any committee, may be taken without a meeting by a written consent setting forth such action, signed by all persons who would be entitled to vote at the meeting if it were held and filed with the minutes of proceedings of the

stock holders, the Board or such committee, as the case may be.

## ARTICLE II.

### MEETINGS OF STOCKHOLDERS

SECTION 2.1. *Annual Meeting.* The annual meeting of stockholders for the election of directors and for such other business as may be stated in the notice of the meeting, shall be held at such place, either within or without the States of Maryland and Virginia, and at such time and date as the Board of Directors, by resolution, shall determine and as set forth in the notice of the meeting.

SECTION 2.2. *Special Meetings.* A special meeting of stockholders may be called at any time by the Chairman of the Board, if there be one, or by the President, and shall be called by the Secretary when so ordered by a majority of the directors or upon the written request, stating the purpose of the meeting, of stockholders holding of record issued and outstanding shares of stock of the Corporation entitled to not less than twenty-five per cent of all the votes entitled to be cast at such meeting.

SECTION 2.3. *Place of Meetings.* All meetings of stockholders shall be held at the principal office of the Corporation in Maryland or at such other place within the United States as may from time to time be fixed by the Board and specified in the respective notices of such meetings or any waivers of notice thereof.

SECTION 2.4. *Notice of Meetings.* Except as otherwise provided by law, notice of each meeting shall be in writing and signed by the President or a Vice President or the Secretary or an Assistant Secretary and shall state the purpose for which the meeting is called and the time and place it is to be held. A copy shall be served either personally or by mail upon each stockholder entitled to vote at the meeting not less than 10 nor more than 90 days before the meeting. If mailed, it shall be directed, postage prepaid, to the stockholder at his address as it appears on the Stock Book. Except as otherwise expressly provided by law, no publication or advertisement of any notice of any meeting of stockholders and no notice of any adjourned meeting of stockholders shall be required.

SECTION 2.5. *Quorum.* Except as otherwise provided by law or by the Charter, at each meeting of stockholders the holders of record of a majority in number of the issued and outstanding shares of stock of the Corporation entitled to vote thereat must be present to constitute a quorum for the transaction of business. Whether or not there is a quorum at any meeting, the stockholders present and entitled to cast a majority of the votes thereat, or in the absence of all the stockholders any officer entitled to preside or act as secretary at such meeting, may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted at the meeting as originally called.

SECTION 2.6. *Organization.* At each meeting of stockholders, the Chairman of the Board, or, in his absence, the President, or, in his absence, a Vice President designated by the Chairman of the Board, or, in the absence of such designation, a chairman chosen by the stockholders present and entitled to cast a majority of the votes thereat, shall preside. The Secretary of the Corporation

or, in his absence, an Assistant Secretary, or, if none is present, some other person designated by the chairman of the meeting, shall act as secretary of the meeting.

SECTION 2.7. *Voting.* Except as otherwise provided by law or by the Charter, at any meeting of stockholders every stockholder present shall be entitled to one vote for each share of stock entitled to vote thereat standing in his name on the books of the Corporation

- (a) at the record date fixed as provided in Section 8.3, or
- (b) if no such record date shall have been fixed, then 10 days prior to such meeting;

provided, however, that, except where the transfer books of the Corporation shall have been closed or such a record date shall have been so fixed, no share of stock of the Corporation which shall have been transferred on the books of the Corporation within 20 days next preceding any election of directors shall be voted on at such election of directors.

Shares of its own stock owned directly or indirectly by the Corporation shall not be voted at any meeting and shall not be counted in determining the total number of outstanding shares entitled to vote at any given time, but shares of its own stock held by it in a fiduciary capacity may be voted and shall be counted in determining the total number of outstanding shares at any given time.

Except as otherwise provided by law or by the Charter, all matters which shall properly come before any meeting of stockholders shall be decided by the affirmative vote of stockholders present and entitled to cast a majority of the votes thereat, a quorum being present. A stock vote upon any question shall be taken upon a demand therefor by any stockholder present and entitled to vote.

### ARTICLE III.

#### BOARD OF DIRECTORS

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SECTION 3.1. *General Powers.* The property, affairs and business of the Corporation, except as otherwise expressly provided by law or by the Charter, shall be managed by the Board.

SECTION 3.2. *Number, Election and Term of Office.* A Board of Directors shall be elected at the annual meeting of stockholders, and, subject to Sections 3.8 and 3.9, each director shall hold office until the next annual meeting of stockholders and until his successor shall have been elected and qualified, or until his death, resignation, disqualification or removal. Except as otherwise provided herein or in the Charter, directors shall be elected by a majority of the votes of the stockholders entitled to vote at each meeting of stockholders for the election of a director or directors. Directors need not be stockholders. The number of directors shall be not more than fifteen, but the number of directors may be increased to any number not exceeding fifteen, or may be decreased to not less than three, by the affirmative vote of a majority of the whole Board without a vote of the stockholders. The tenure of office of a director shall not be affected by any decrease in the number of directors so made by the Board.

SECTION 3.3. *Meetings.* The Board shall hold its first regular meeting, as soon as practicable after the meeting of the stockholders at which such Board shall have been elected, for the purpose of organization and the election of officers, and for the transaction of such other business as may be required by law or by these By-laws or designated by the Board. In case such meeting is not held within 30 days after such meeting of stockholders, it may be called by any director by giving notice in the manner set forth in Section 3.5.

The Board by resolution may provide for other regular meetings and may fix the time and place of such meetings.

Special meetings shall be held whenever called by the Chairman of the Board or by the President or by a majority of the directors.

SECTION 3.4. *Place of Meetings.* The Board may hold its meetings at such place or places, within or without the State of Maryland, as the Board from time to time may determine or as may be designated in waivers of notice thereof signed by all the directors.

SECTION 3.5. *Notice of Meeting.* Except as provided in Section 3.3, notice need not be given of the first regular meeting of the Board. Notice need not be given of any other regular meeting of the Board if the time and place of such meeting are specified in a resolution of the Board prior to the meeting and if notice of the adoption of such resolution is given, in the manner herein provided for giving notice of meetings, to each director who was absent from the meeting at which the resolution was adopted. Except as otherwise required by law, notice of the time and place of each other meeting of the Board shall be mailed to each director at his residence or usual place of business or at such other address as he may have designated in writing to the Secretary, at least two days before the day of the meeting, or shall be sent to him at such address by telegram or cablegram, or given personally or by telephone, at least 24 hours before the time for the meeting. Notice of a meeting of the Board need not state the purpose thereof, except as otherwise expressly provided by law or by Section 12.1.

SECTION 3.6. *Quorum and Manner of Acting.* Except as otherwise provided in Section 3.10, at each meeting of the Board a majority of the total number of directors, but not less than three directors, shall constitute a quorum for the transaction of business, and, except as otherwise provided by law or in the Charter or in Section 3.10, 4.1, 4.5, 4.6, 5.3, or 12.1, the act of a majority of the directors present at any such meeting at which a quorum is present shall be the act of the Board. Whether or not there is a quorum at a meeting, a majority of the directors who are present may adjourn the meeting from time to time to a day certain. No notice of an adjourned meeting need be given.

Any action required or permitted to be taken at a meeting of the Board may be taken without a meeting if the action is taken by the whole Board and is evidenced by one or more written consents describing the action taken, signed by all directors on the Board, and filed with the minutes or corporate records of Board proceedings. Members of the Board may participate in a regular or special meeting of the Board by means of conference telephone or similar communications equipment by which all persons participating can simultaneously hear each other. Participation in a meeting by these communications means constitutes presence in person at the meeting. The directors shall act only as a Board, and the individual directors shall have no power

as such.

SECTION 3.7. *Organization.* At each meeting of the Board, the Chairman of the Board, if there be one, or, in his absence, the President or, in his absence, a chairman (who shall be a Vice President, if any is present) chosen by a majority of the directors present, shall preside. The Secretary of the Corporation or, in his absence, an Assistant Secretary or, if none is present, some other person designated by the chairman of the meeting, shall act as secretary of the meeting.

SECTION 3.8. *Resignations.* Any director may resign at any time by giving written notice to the Chairman of the Board or to the Secretary of the Corporation or to the Board. A resignation shall take effect at the time specified therein and, unless otherwise specified therein, acceptance of such resignation shall not be necessary to make it effective.

SECTION 3.9. *Removal of Directors.* Except as otherwise provided by law or by the Charter, any director may be removed, either with or without cause, at any time, by the affirmative vote of the holders of record of a majority in number of the issued and outstanding shares of stock of the Corporation entitled to vote for the election of directors, at a special meeting of the stockholders called and held for that purpose.

SECTION 3.10. *Vacancies.* Except as otherwise provided by law or by the Charter, (a) any vacancy occurring in the Board for any cause other than by reason of an increase in the number of directors, may be filled by a majority of the remaining members of the Board, although such majority is less than a quorum, (b) any vacancy occurring by reason of an increase in the number of directors may be filled by action of a majority of the entire Board, and (c) any vacancy occurring in the Board for any cause whatsoever may be filled by the stockholders entitled to vote upon an election of directors, at the next annual meeting held, or at the meeting of stockholders at which such vacancy was created, or at a meeting of stockholders called for the purpose of filling such vacancy. The directors so appointed or elected shall, subject to Sections 3.8 and 3.9, hold office until the next annual election of directors and until their successors have been duly elected and qualified.

SECTION 3.11. *Remuneration.* Directors shall be entitled to receive such remuneration as may be fixed from time to time by resolutions of the Board, in the form of payment of a fixed sum per month or of fees for attendance at meetings of the Board and committees thereof, or both. Directors shall also be entitled to be reimbursed for expenses incurred in attending any meeting or otherwise in connection with their attention to the affairs of the Corporation. Nothing herein shall preclude any director from serving in any other capacity or receiving compensation for such service.

## ARTICLE IV.

### EXECUTIVE AND OTHER COMMITTEES

SECTION 4.1. *General Powers and Membership.* The Board, by resolution adopted by a majority of the whole Board, may elect from its members, an Executive Committee and one or more other committees, each consisting of not less than three and not more than five members. Unless otherwise expressly provided by law or by the Charter or by resolution of the Board, the

Executive Committee shall have all the powers of the Board (except the power to appoint or remove a member of the Executive Committee or other committee, to fill vacancies in the Board, to remove an officer appointed by the Board, to alter, amend or repeal these By-laws, to declare dividends, to issue stock or to recommend to stockholders any action requiring stockholders' approval) when the Board is not in session, and each other committee shall have such powers as the Board shall confer. In the absence of any member of any such committee, the members thereof present at any meeting, whether or not they constitute a quorum, may appoint a member of the Board to act in the place of such absent member. In so far as the rights of third parties shall not be affected thereby, all action by any committee shall be subject to revision and alteration by the Board.

SECTION 4.2. *Organization.* Unless otherwise provided by resolution of the Board, a chairman chosen by each committee shall preside, and the Secretary of the Corporation shall act as secretary, at all meetings of each committee thereof. In the absence of the Secretary, the chairman of the meeting shall designate an Assistant Secretary, or, if none is present, some other person, to act as secretary of the meeting.

SECTION 4.3. *Meetings.* Each committee may determine the time and place, and the method of calling, its meetings and the conduct of its proceedings. Any action required or permitted to be taken at a meeting of the members of the Executive or any other committee may be taken without a meeting if the action is taken by the whole committee and is evidenced by one or more written consents describing the action taken, signed by all members of the committee, and filed with the minutes or corporate records of committee proceedings. Members of any committee may participate in a regular or special meeting of such committee by means of conference telephone or similar communications equipment by which all persons participating can simultaneously hear each other. Participation in a meeting by these communications means constitutes presence in person at the meeting.

SECTION 4.4. *Quorum and Manner of Acting.* Except as otherwise provided in Section 4.1, a majority of the members at any meeting of a committee shall constitute a quorum for the transaction of business, and the act of a majority of the members present at any such meeting at which a quorum is present shall be the act of such committee. The committees shall keep minutes of their proceedings and shall report the same to the Board at the meeting of the Board next ensuing. The members of each committee shall act only as a committee, and the individual members shall have no power as such.

SECTION 4.5. *Removal.* Any member of any committee may be removed, either with or without cause, at any time, by resolution adopted by a majority of the whole Board.

SECTION 4.6. *Vacancies.* Any vacancy in any committee shall be filled in the manner prescribed for the regular election of the members of that committee.

## ARTICLE V.

### OFFICERS

SECTION 5.1. *Election, Term of Office and Qualifications.* The Board shall elect annually from its membership a Chairman of the Board. It shall also elect annually a President, a Controller, a Secretary and a Treasurer, and may elect one or more Vice Presidents (including an Executive Vice President) and any other officers whose appointment shall not be delegated as provided in Section 5.2. Each officer shall, subject to Sections 5.3 and 5.4, hold office until the next annual election and until his successor is chosen and qualified. One person may hold any two or more offices, except those of President and Vice President. No instrument shall be executed, acknowledged or verified by the same individual in more than one such capacity if such instrument is required by law, the Charter, or these By-laws to be executed, acknowledged or verified by two or more officers. The executive officers of the Corporation shall be the Chairman of the Board, the President, the Vice Presidents, the Controller, the Secretary and the Treasurer.

SECTION 5.2. *Other Officers.* The Board may authorize any executive officer or committee to appoint such other officers or agents as the Board or the appointing officer or committee may deem advisable, including one or more Assistant Treasurers and one or more Assistant Secretaries, each of whom shall hold office for such period, have such powers and perform such duties as are provided herein or as the Board or his appointing officer or committee may from time to time determine. Any such officer, if required by the Board or by his appointing officer or committee, shall give bond for the faithful discharge of his duty in such sum and with such surety as the Board or his appointing officer or committee shall require.

SECTION 5.3. *Removal.* Any officer may be removed, either with or without cause, at any time, by resolution adopted by a majority of the whole Board or by the officer or committee by whom he shall have been appointed, or by any officer or committee upon whom the power of removal has been conferred by resolution adopted by a majority of the whole Board.

SECTION 5.4. *Resignations.* Any officer may resign at any time by giving written notice to the President or to the Secretary or to the Board. A resignation shall take effect at the time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

SECTION 5.5. *Vacancies.* A vacancy in any office may be filled in the manner prescribed for regular election or appointment to that office.

SECTION 5.6. *Chairman of the Board.* The Chairman of the Board shall be the chief executive officer of the Corporation and shall have general supervision of the business of the Corporation and over its officers, subject, however, to the control of the Board. He may execute, in the name of the Corporation, deeds, mortgages, bonds, contracts and other instruments authorized by the Board; and, in general, shall have all powers and duties incident to the office and such others as from time to time may be given him by the Board or by any committee thereunto authorized.

He shall, unless otherwise directed by the Board or by any committee thereunto authorized, attend in person or by substitute or proxy appointed by him, and act and vote in behalf of the Corporation, at all meetings of the stockholders of any corporation in which the Corporation holds stock.

SECTION 5.7. *President and Vice Presidents.* At the request of the Chairman of the Board, or in his absence or disability, the President or any Vice President may perform all the duties of the Chairman of the Board, and, when so acting, shall have all the powers of the Chairman of the Board. He may sign and execute, in the name of the Corporation, deeds, mortgages, bonds, contracts or other instruments authorized by the Board; may, unless otherwise directed by the Board or any committee thereunto authorized, attend in person or by substitute or proxy appointed by him, and act and vote in behalf of the Corporation, at all meetings of the stockholders of any corporation in which the Corporation holds stock; and shall have such other powers and duties as from time to time may be assigned to him by the Chairman of the Board or by the Board or by any committee thereunto authorized.

SECTION 5.8. *Controller.* The Controller shall have general charge, supervision and control of the accounts of the Corporation. He shall supervise and direct the preparation of the construction and operating budgets of the Corporation; shall cause to be maintained internal control procedures adequate to safeguard the assets of the Corporation; shall supervise the preparation of all official reports made to State or other governmental authorities; shall, as and when required, furnish to the Board of Directors, or the Executive Committee thereof, or such executive officer as either may designate, full and complete statements of account showing the financial position of the Corporation; shall measure performance against approved operating plans, and report and interpret results of operations to all levels of management; and shall have such other duties incident to his office as may be assigned to him by the President or by the Board or by any committee thereunto authorized.

SECTION 5.9. *Secretary.* The Secretary shall record or cause to be recorded in books provided for the purpose all the proceedings of the meetings of the Corporation, including those of the stockholders, the Board and all committees for which a secretary shall not have been appointed; shall see that all notices are duly given in accordance with these By-laws or as required by law; shall be custodian of the records (other than financial) and of the seal of the Corporation; and, in general, shall have all powers and duties incident to the office of Secretary and such others as from time to time may be assigned to him by the President or by the Board or by any committee thereunto authorized.

SECTION 5.10. *Assistant Secretaries.* At the request of the Secretary, or in his absence or disability, any Assistant Secretary may perform all the duties of the Secretary and, when so acting, shall have all the powers of the Secretary. Each Assistant Secretary shall perform such other duties as from time to time may be assigned to him by the President or the Secretary or by the Board or by any committee thereunto authorized.

SECTION 5.11. *Treasurer.* The Treasurer, if required by the Board, shall give a bond for the faithful discharge of his duty, in such sum and with such surety as the Board shall require. The Treasurer shall prepare or cause to be prepared annually a full and correct statement of the affairs of the Corporation, including a balance sheet and a financial statement of operations for the preceding

fiscal year, which shall be submitted at the annual meeting of the stockholders and filed within 20 days thereafter at the principal office of the Corporation in the State of Maryland. The Treasurer shall have charge and custody of, and be responsible for, all funds and securities of the Corporation and shall deposit or cause to be deposited all such funds and securities in the name of the Corporation in such depositories as shall be selected by the Board, or any committee, officer, or agent authorized by the Board to make such selection; may receive, and give receipt for, moneys paid to the Corporation and, subject to the direction of the Board, or of any committee thereunto authorized, or of the President, pay out and supervise the disbursement of moneys of the Corporation; and in general, shall have all powers and duties incident to the office of Treasurer and such others as from time to time may be assigned to him by the President or by the Board or by any committee thereunto authorized.

SECTION 5.12. *Assistant Treasurers.* Each Assistant Treasurer, if required by the Board, shall give bond for the faithful discharge of his duty, in such sum and with such surety as the Board shall require. At the request of the Treasurer, or in his absence or disability, any Assistant Treasurer may perform all the duties of the Treasurer, and, when so acting, shall have all the powers of the Treasurer. Each Assistant Treasurer shall perform such other duties as from time to time may be assigned to him by the President or the Treasurer or by the Board or by any committee thereunto authorized.

SECTION 5.13. *Salaries.* The compensation of each officer shall be fixed from time to time by the Board or the Executive Committee. No officer shall be precluded from receiving such compensation by reason of the fact that he is also a director of the Corporation.

## ARTICLE VI.

### INDEMNIFICATION OF DIRECTORS AND OFFICERS

SECTION 6.1. The Corporation shall indemnify any person who was or is a party or is threatened with being made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, including all appeals (other than an action, suit or proceeding by or in the right of the Corporation) by reason of the fact that he is or was a director, officer or employee of the Corporation, or is or was serving at the request of the Corporation as a director, officer or employee of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, decrees, fines, penalties and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not of itself create a presumption that the person did not act in good faith or in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation or, with respect to any criminal action, suit or proceeding, that he had reasonable cause to believe that his conduct was unlawful.

SECTION 6.2. The Corporation shall indemnify any person who was or is a party or is threatened with being made a party to any threatened, pending or completed action, suit or proceeding, including all appeals, by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director, officer or employee of the Corporation, or is or was serving at the request of the Corporation as a director, officer or employee of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action, suit or proceeding. The Corporation shall also indemnify any such person against amounts paid in settlement of such action, suit or proceeding up to the amount that would reasonably have been expended in his defense (determined in the manner provided for in Section 6.4) if such action, suit or proceeding had been prosecuted to a conclusion. However, indemnification under this Section shall be made only if the person to be indemnified acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; and no such indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been finally adjudged to be liable for negligence or misconduct in the performance of his duty to the Corporation unless, and only to the extent that, the court or body in or before which such action, suit or proceeding was finally determined, or any court of competent jurisdiction, shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses or other amounts paid as such court or body shall deem proper.

SECTION 6.3. Without limiting the right of any director, officer or employee of the Corporation to indemnification under any other Section hereof, if such person has been substantially and finally successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections 6.1 and 6.2 or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

SECTION 6.4. Any indemnification under Sections 6.1 and 6.2 (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director, officer or employee is proper in the circumstances because he has met the applicable standard of conduct set forth in Sections 6.1 and 6.2. Such determination shall be made (1) by the Board of Directors by a majority vote of a quorum consisting of directors who are or were not parties to or threatened with such action, suit or proceeding, or (2) if such a quorum is not obtainable, or even if obtainable, if a majority of a quorum of disinterested directors so directs, by independent legal counsel (compensated by the Corporation) in a written opinion, or (3) if there be no disinterested directors, or if a majority of the disinterested directors, whether or not a quorum, so directs, by the holders of a majority of the shares entitled to vote in the election of directors without reference to default or contingency which would permit the holders of one or more classes of shares to vote for the election of one or more directors.

SECTION 6.5. Expenses of each person indemnified hereunder incurred in defending a civil, criminal, administrative or investigative action, suit, or proceeding (including all appeals) or threat thereof, may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors, whether a disinterested quorum exists or not,

upon receipt of an undertaking by or on behalf of the director, officer or employee to repay such expenses unless it shall ultimately be determined that he is entitled to be indemnified by the Corporation.

SECTION 6.6. The indemnification provided by this Article shall not be deemed exclusive of or in any way to limit any other rights to which any person indemnified may be or may become entitled as a matter of law, by the articles, regulations, agreements, insurance, vote of shareholders or otherwise, with respect to action in his official capacity and with respect to action in another capacity while holding such office and shall continue as to a person who has ceased to be a director, officer or employee and shall inure to the benefit of the heirs, executors, administrators and other legal representatives of such person.

SECTION 6.7. Sections 6.1 through 6.6 of this Article shall also apply to such other agents of the Corporation as are designated for such purpose at any time by the Board of Directors.

SECTION 6.8. If any part of this Article shall be found, in any action, suit or proceeding, to be invalid or ineffective, the validity and the effect of the remaining parts shall not be affected.

SECTION 6.9. The provisions of this Article shall be applicable to claims, actions, suits or proceedings made or commenced after the adoption hereof, whether arising from acts or omissions to act occurring before or after the adoption hereof.

## ARTICLE VII.

### CONTRACTS, CHECKS, DRAFTS, BANK ACCOUNTS, ETC.

SECTION 7.1. *Contracts, etc., How Executed.* The Board of Directors or the Executive Committee or another committee of the Board of Directors within the scope of its delegated authority may authorize any officer or agent to enter into any contract or to execute and deliver any instrument in the name of and on behalf of the Corporation and such authority may be general or confined to specific instances. Any agreement, deed, mortgage, lease or other document shall be valid and binding upon the Corporation when duly authorized or ratified by action of the Board of Directors or the Executive Committee or such other committee and executed by an authorized person.

SECTION 7.2. *Loans.* No loan shall be contracted on behalf of the Corporation, and no negotiable paper shall be issued in its name, unless authorized by the Board or any committee thereunto authorized. Such authority may be general or confined to specific instances. When so authorized, the officer or officers thereunto authorized may effect loans and advances at any time for the Corporation from any bank, trust company or other institution or from any firm, corporation or individual, and for such loans and advances may make, execute and delivery promissory notes or other evidences of indebtedness of the Corporation and, when authorized as aforesaid, as security for the payment of any and all loans, advances, indebtedness and liabilities of the Corporation, may mortgage, pledge, hypothecate or transfer any real or personal property at any time held by the Corporation and to that end execute instruments of mortgage or pledge or otherwise transfer such property.

SECTION 7.3. *Checks, Drafts, etc.* All checks, drafts, bills of exchange or other orders for the payment of money, obligations, notes, acceptances, or other evidences of indebtedness, bills of lading, warehouse receipts and insurance certificates issued in the name of the Corporation, shall be signed or endorsed by such officer or officers, agent or agents, of the Corporation, and in such manner, as shall from time to time be determined by resolution of the Board or any committee thereunto authorized.

SECTION 7.4. *Deposits.* Unless otherwise provided by resolution of the Board or such committee, endorsements for deposit to the credit of the Corporation in any of its duly authorized depositories may be made, without countersignature, by the President or any Vice President or the Treasurer, or by any other officer or agent of the Corporation to whom such power shall have been delegated by the Board or such committee, or may be made by stamped impression in the name of the Corporation.

SECTION 7.5. *Proxies.* Unless otherwise provided by resolution of the Board or any committee thereunto authorized, the President or any Vice President may from time to time appoint an attorney or attorneys or agent or agents, of the Corporation, in the name and on behalf of the Corporation, to cast the votes which the Corporation may be entitled to cast as the holder of stock or other securities in any other corporation, any of whose stock or other securities may be held by the Corporation, at meetings of the holders of the stock or other securities of such other corporation, or to consent in writing, in the name of the Corporation as such holder, to any action by such other corporation, and may instruct the person or persons so appointed as to the manner of casting such votes or giving such consent, and may execute or cause to be executed in the name and on behalf of the Corporation and under its corporate seal, or otherwise, all such written proxies or other instruments as he may deem necessary or proper in the premises.

## ARTICLE VIII.

### BOOKS AND RECORDS

SECTION 8.1. *Place, etc.* The Board of Directors may keep the books and records of the Corporation at such places within or without the State of Maryland, as it may from time to time determine. The stock record books and the blank stock certificate books shall be kept by the Secretary or by a transfer agent or by any other officer or agent designated by the Board of Directors or any committee thereunto authorized. The original or a duplicate stock ledger containing the names and addresses of the stockholders and the number of shares held by them, respectively, shall be kept at the principal office or place of business of the Corporation in the State of Maryland. The original or a certified copy of these By-laws, as amended from time to time, shall be kept at the principal office of the Corporation in the State of Maryland.

SECTION 8.2. *Addresses of Stockholders.* Each stockholder shall designate to the Secretary or transfer agent of the Corporation an address at which notices of meetings and all other corporate notices may be served upon or mailed to him, and if any stockholder shall fail to designate such address, corporate notices may be served upon him by mail directed to him at his last known post office address.

SECTION 8.3. *Closing of Transfer Books.* The Board may, by resolution, direct that the stock transfer books of the Corporation be closed for a period not exceeding 20 days preceding the date of any meeting of the stockholders, or the date for the payment of any dividend, or the date for the allotment of rights, or the date when any change or conversion or exchange of capital stock of the Corporation shall go into effect, or for a period of not exceeding 20 days in connection with obtaining the consent of stockholders for any purpose. If the stock transfer books are closed for the purpose of determining stockholders entitled to notice of or to vote at a meeting of stockholders, such books shall be closed for at least 10 days immediately preceding such meeting. In lieu of closing the stock transfer books as aforesaid, the Board may fix in advance a date as the record date for the determination of the stockholders entitled to notice of, and to vote at, any such meeting of stockholders and any adjournment thereof, or entitled to receive payment of any such dividend, or entitled to any such allotment of rights, or entitled to exercise the rights in respect of any such change, conversion or exchange of capital stock of the Corporation, or entitled to give any such consent, and in each such case such stockholders and only such stockholders as shall be stockholders of record on the date so fixed shall be entitled to such notice of, and to vote at, such meeting and any adjournment thereof, or to receive payment of such dividend, or to receive such allotment of rights, or to exercise such rights, or to give such consent, as the case may be, notwithstanding any transfer of any stock on the books of the Corporation after any such record date fixed as aforesaid. Such record date in any case shall be not more than 40 days, and in case of a meeting of stockholders not less than 10 days, prior to the date on which the particular action, requiring such determination of stockholders, is to be taken.

SECTION 8.4. *Examination of Books by Stockholders.* The Board shall have power to determine, from time to time, whether and to what extent and at what times and places and under what conditions and regulations the accounts, corporate records, books and documents of the Corporation, or any of them, shall be open to the inspection of the stockholders; and no stockholder shall have any right to inspect any account, corporate record, book or document of the Corporation, except as conferred by the laws of the State of Maryland, unless and until authorized so to do by resolution of the Board or of the stockholders of the Corporation.

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## ARTICLE IX.

### SHARES AND THEIR TRANSFER

SECTION 9.1. *Certificates of Stock.* The stock of the Corporation shall be represented by certificates signed by the Chairman of the Board or the President or a Vice President and countersigned by the Secretary or an Assistant Secretary or the Treasurer or an Assistant Treasurer and sealed with the seal of the Corporation, any or all of which may be facsimile, engraved or printed. When any such certificate is signed by a transfer agent and by a registrar, the signatures of the officers and the seal upon such certificate may be facsimiles, engraved or printed. In case any officer who shall have signed, or whose facsimile signature shall have been used on, any such certificates shall cease to be such officer of the Corporation before such certificate is issued, such certificate may nevertheless be issued by the Corporation with the same effect as if the person who signed such certificate or whose facsimile signature shall have been used thereon had not ceased to be such officer of the Corporation.

SECTION 9.2. *Record, etc.* A record shall be kept in the Stock Book of the name of the person, firm or corporation owning the stock represented by each certificate for stock of the Corporation issued, the number and class of shares represented by each such certificate, and the date thereof, and, in the case of cancellation, the date of cancellation. Every certificate surrendered to the Corporation for exchange or transfer shall be cancelled, and no new certificate or certificates shall be issued in exchange for any existing certificate until such existing certificate shall have been so cancelled except in cases provided for in Section 9.6 of this Article 9. The person in whose name shares of stock stand in the Stock Book shall be deemed the owner thereof for all purposes as regards the Corporation.

SECTION 9.3. *Transfer of Shares.* Transfers of shares of the stock of the Corporation shall be made on the books of the Corporation by the holder of record, or by his attorney thereunto duly authorized, upon surrender of the certificates for such shares, but no share shall be transferred until all previous calls thereon shall have been fully paid.

SECTION 9.4. *Transfer Agents and Registrars.* The Board may appoint one or more transfer agents and registrars for stock of the Corporation of any class and may require stock certificates to be countersigned or registered by one or more of such transfer agents or registrars.

SECTION 9.5. *Lost and Destroyed Certificates.* The holder of record of any certificate of stock who shall claim that such certificate is lost or destroyed may make an affidavit or affirmation of that fact in such manner as the Board may require and give a bond, if required by the Board, in such form and sum and with such surety as the Board shall require, to indemnify the Corporation against any claim that may be made against it on account of such certificate, whereupon one or more new certificates may be issued of the same tenor and for the same aggregate number of shares as the certificate alleged to be lost or destroyed. The Board may delegate authority to administer the provisions of this Section.

## ARTICLE X.

### NOTICE

SECTION 10.1. *Waiver of Notice.* No notice of the time, place or purpose of any meeting of stockholders or directors, or of any committee, or any publication thereof, whether prescribed by law, by the Charter or by these By-laws, need be given to any person who attends the meeting, or who, in writing, executed either before or after the meeting and filed with the records of the meeting, waives such notice, and such attendance or waiver shall be deemed equivalent to notice.

## ARTICLE XI.

### MISCELLANEOUS

SECTION 11.1. *Fiscal Year.* The fiscal year of the Corporation shall be determined by the Board. In the absence of any such determination the fiscal year of the Corporation shall be the

calendar year.

SECTION 11.2. *Seal.* The seal of the Corporation shall be a device containing the name of the Corporation, the year of its organization and the word "Maryland." The corporate seal may be used by printing, engraving, lithographing, stamping or otherwise making, placing or affixing, or causing to be printed, engraved, lithographed, stamped or otherwise made, placed or affixed, upon any paper or document, by any process whatsoever, an impression, facsimile, or other reproduction or the Corporation seal.

## ARTICLE XII.

### AMENDMENTS

SECTION 12.1. These By-laws may be amended or repealed by the stockholders at any annual meeting, or at any special meeting if notice of the proposed amendment or new By-laws is included in the notice of such meeting. Except as otherwise provided by law, these By-laws may be amended or repealed by the affirmative vote of a majority of the whole Board given at any meeting if notice of the proposed amendment or repeal is contained in the notice or waiver of notice of such meeting. By-laws made, altered or amended by the Board shall be subject to alteration, amendment or repeal by the stockholders.

# Commonwealth of Virginia



## State Corporation Commission

*I Certify the Following from the Records of the Commission:*

The Potomac Edison Company is a corporation existing under and by virtue of the laws of Virginia, and is in good standing.

The date of incorporation is May 31, 1974.

Nothing more is hereby certified.



*Signed and Sealed at Richmond on this Date:  
April 23, 2009*

*Joel H. Peck*  
\_\_\_\_\_  
*Joel H. Peck, Clerk of the Commission*

**STATE OF MARYLAND**  
**Department of Assessments and Taxation**

I, PAUL B. ANDERSON OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF THE STATE OF MARYLAND, DO HEREBY CERTIFY THAT THE DEPARTMENT, BY LAWS OF THE STATE, IS THE CUSTODIAN OF THE RECORDS OF THIS STATE RELATING TO THE FORFEITURE OR SUSPENSION OF CORPORATIONS, OR THE RIGHTS OF CORPORATIONS TO TRANSACT BUSINESS IN THIS STATE, AND THAT I AM THE PROPER OFFICER TO EXECUTE THIS CERTIFICATE.

I FURTHER CERTIFY THAT THE POTOMAC EDISON COMPANY IS A CORPORATION DULY INCORPORATED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF MARYLAND AND THE CORPORATION HAS FILED ALL ANNUAL REPORTS REQUIRED, HAS NO OUTSTANDING LATE FILING PENALTIES ON THOSE REPORTS, AND HAS A RESIDENT AGENT. THEREFORE, THE CORPORATION IS AT THE TIME OF THIS CERTIFICATE IN GOOD STANDING WITH THIS DEPARTMENT AND DULY AUTHORIZED TO EXERCISE ALL THE POWERS RECITED IN ITS CHARTER OR CERTIFICATE OF INCORPORATION, AND TO TRANSACT BUSINESS IN MARYLAND.

IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY SIGNATURE AND AFFIXED THE SEAL OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND AT BALTIMORE ON THIS APRIL 24, 2009.



Paul B. Anderson  
Charter Division



301 West Preston Street, Baltimore, Maryland 21201  
Telephone Balto. Metro (410) 767-1344 / Outside Balto. Metro (888) 246-5941 0005736552  
MRS (Maryland Relay Service) (800) 735-2258 TT/Voice  
Fax (410) 333-7097  
CRTGST

**SECRETARY'S CERTIFICATE**  
**OF**  
**THE POTOMAC EDISON COMPANY**

The undersigned, as the duly elected and authorized Assistant Secretary of **THE POTOMAC EDISON COMPANY**, both a Maryland and Virginia corporation (the "**Company**"), does hereby certify on and as of the date set forth below, that the following resolutions are a true and correct copy of resolutions duly adopted by the Board of Directors of the Company on April 20, 2009, by unanimous written consent, in accordance with the law and with the organizational documents of the Company and that such resolutions have not been rescinded, amended or modified, and are in full force and effect.

WHEREAS, pursuant to 36 C.F.R. Part 14, entities seeking new or modified uses of federally owned or controlled land administered by the National Park Service ("NPS") must first receive a right-of-way authorization for such activities; and

WHEREAS, the Company is proposing the relocation of a 138 kV transmission line to the structures of a new electric transmission facility that would cross the Harpers Ferry National Historical Park and the Appalachian National Scenic Trail in a manner that may involve new or modified use of such lands; and

WHEREAS, such new electric transmission facility is proposed to be constructed across the Harpers Ferry National Historical Park by PATH Allegheny Transmission Company, LLC and across the Appalachian National Scenic Trail by PATH Allegheny Transmission Company, LLC and PATH Allegheny Virginia Transmission Corporation; and

WHEREAS, the NPS requires that an application for right-of-way authorization include a copy of a resolution of the applicant's governing board authorizing filing of the application;

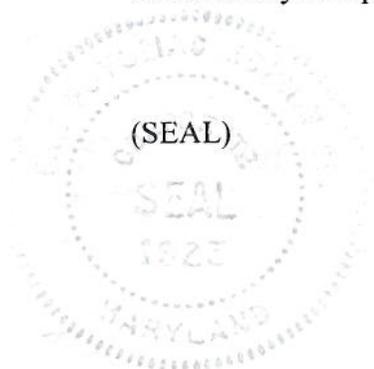
NOW THEREFORE, BE IT

RESOLVED, that the Board hereby authorizes the filing of an application for any necessary right-of-way authorizations from the NPS for new or modified uses of the Harpers Ferry National Historical Park and Appalachian National Scenic Trail.

IN WITNESS WHEREOF, I have hereunto set my hand and the corporate seal of the Company this 20th day of April 2009.

**THE POTOMAC EDISON COMPANY**

By:   
James A. Arcuri  
Assistant Secretary



The name and address of each shareholder owning 3 percent or more of the shares, together with the number and percentage of any class of voting shares of the entity which such shareholder is authorized to vote and the name and address of each affiliate of the entity together with, in the case of an affiliate controlled by the entity, the number of shares and the percentage of any class of voting stock of that affiliate owned, directly or indirectly, by that entity, and in the case of an affiliate which controls that entity, the number of shares and the percentage of any class of voting stock of that entity owned, directly or indirectly, by the affiliate.

The sole shareholder of The Potomac Edison Company with 100% of voting interests is Allegheny Energy, Inc.
<b>Affiliates through Allegheny Energy, Inc.</b>
<u>Acadia Bay Energy Company, LLC</u> 800 Cabin Hill Drive Greensburg Pennsylvania 15601
<u>AE Supply Gleason West Virginia, LLC</u> 1310 Fairmont Avenue Fairmont WV 26554
<u>AE Supply Renaissance Southwest, LLC</u> 2215B Renaissance Drive Suite 5 Las Vegas NV 89119
<u>AET PATH Company, LLC</u> 800 Cabin Hill Drive Greensburg Pennsylvania 15601
<u>AFN Finance Company No. 2, LLC</u> 800 Cabin Hill Drive Greensburg Pennsylvania 15601
<u>Allegheny Capital Trust I</u> Rodney Square North 1100 North Market Street Wilmington Delaware 19890
<u>Allegheny Energy, Inc</u> 800 Cabin Hill Drive Greensburg Pennsylvania 15601
<u>Allegheny Energy OVEC Supply Company, LLC</u> 2215B Renaissance Drive Suite 5 Las Vegas NV 89119
<u>Allegheny Energy Service Corporation</u> 800 Cabin Hill Drive Greensburg Pennsylvania 15601
<u>Allegheny Energy Solutions, Inc</u> 800 Cabin Hill Drive Greensburg Pennsylvania 15601
<u>Allegheny Energy Supply Capital, LLC</u> 2215B Renaissance Drive Suite 7 Las Vegas NV 89119

<u>Allegheny Energy Supply Company, LLC</u> 800 Cabin Hill Drive Greensburg Pennsylvania 15601
<u>Allegheny Energy Supply Development Services, LLC</u> 800 Cabin Hill Drive Greensburg Pennsylvania 15601
<u>Allegheny Energy Supply Gleason Generating Facility, LLC</u> 800 Cabin Hill Drive Greensburg Pennsylvania 15601
<u>Allegheny Energy Supply Renaissance, LLC</u> 800 Cabin Hill Drive Greensburg Pennsylvania 15601
<u>Allegheny Energy Supply Southwest, LLC</u> 2215B Renaissance Drive Suite 5 Las Vegas NV 89119
<u>Allegheny Energy Transmission, LLC</u> 800 Cabin Hill Drive Greensburg Pennsylvania 15601
<u>Allegheny Generating Company</u> 800 Cabin Hill Drive Greensburg Pennsylvania 15601
<u>Allegheny Pittsburgh Coal Company</u> 800 Cabin Hill Drive Greensburg Pennsylvania 15601
<u>Allegheny Ventures, Inc</u> 800 Cabin Hill Drive Greensburg Pennsylvania 15601
<u>APS Constellation, LLC</u> 100 Foot of John Street Boott Mills South Lowell MA 01852
<u>AYP Energy, Inc</u> 800 Cabin Hill Drive Greensburg Pennsylvania 15601
<u>Buchanan Energy Company of Virginia, LLC</u> 800 Cabin Hill Drive Greensburg Pennsylvania 15601
<u>Buchanan Generation, LLC</u> 800 Cabin Hill Drive Greensburg Pennsylvania 15601
<u>Enporion, Inc</u> 1209 Orange St Wilmington Delaware 19801
<u>Green Valley Hydro, LLC</u> 800 Cabin Hill Drive Greensburg Pennsylvania 15601

<p><u>MABCO Steam Company, LLC</u>  Cleveland-Cliffs Iron Company  1100 Superior Ave  Cleveland Ohio 44114-2585</p>
<p><u>Mon Power Renaissance, LLC</u>  2215B Renaissance Drive  Suite 5  Las Vegas NV 89119</p>
<p><u>Mon Synfuel, LLC</u>  351 West Camden Street  Suite 100  Baltimore MD 21201</p>
<p><u>Monongahela Power Company</u>  1310 Fairmont Avenue  Fairmont WV 26554</p>
<p><u>MP Environmental Funding, LLC</u>  2265B Renaissance Drive  Suite 1  Las Vegas NV 89119</p>
<p><u>MP Renaissance Funding, LLC</u>  2215B Renaissance Drive  Suite 5  Las Vegas NV 89119</p>
<p><u>NYC Energy LLC</u>  1041 Third Avenue  New York New York 10021</p>
<p><u>Odyssey Communications, LLC</u>  800 Cabin Hill Drive  Greensburg Pennsylvania 15601</p>
<p><u>Ohio Valley Electric Corporation</u>  3932 U.S. Route 23  Piketon OH 45661</p>
<p><u>PATH Allegheny Transmission Company, LLC</u>  800 Cabin Hill Drive  Greensburg Pennsylvania 15601</p>
<p><u>PATH Allegheny Virginia Transmission Corporation</u>  800 Cabin Hill Drive  Greensburg Pennsylvania 15601</p>
<p><u>PATH Ohio Transmission Company, LLC</u>  800 Cabin Hill Drive  Greensburg Pennsylvania 15601</p>
<p><u>PATH West Virginia Transmission Company, LLC</u>  800 Cabin Hill Drive  Greensburg Pennsylvania 15601</p>
<p><u>PE Environmental Funding, LLC</u>  2265B Renaissance Drive  Suite 1  Las Vegas NV 89119</p>

<u>PE Renaissance Funding, LLC</u> 2215B Renaissance Drive Suite 5 Las Vegas NV 89119
<u>PE Transferring Agent,</u> 800 Cabin Hill Drive Greensburg Pennsylvania 15601
<u>Potomac-Appalachian Transmission Highline, LLC</u> 800 Cabin Hill Drive Greensburg Pennsylvania 15601
<u>Allegheny Series, Potomac-Appalachian Transmission Highline, LLC</u> 800 Cabin Hill Drive Greensburg Pennsylvania 15601
<u>West Virginia Series, Potomac-Appalachian Transmission Highline, LLC</u> 800 Cabin Hill Drive Greensburg Pennsylvania 15601
<u>Ohio Series, Potomac-Appalachian Transmission Highline, LLC</u> 800 Cabin Hill Drive Greensburg Pennsylvania 15601
<u>Trans-Allegheny Interstate Line Company</u> Allegheny Energy, Inc. 800 Cabin Hill Drive Greensburg PA 15601
<u>Utility Associates, Inc</u> Seven Piedmont Center Suite 330 Atlanta GA 30305
<u>Virginia Capital, L.L.C.</u> 1801 Libbie Avenue Suite 201 Richmond VA 23226
<u>West Penn Power Company</u> 800 Cabin Hill Drive Greensburg Pennsylvania 15601
<u>The West Virginia Power &amp; Transmission Company</u> 800 Cabin Hill Drive Greensburg Pennsylvania 15601
<u>WPP Funding, LLC</u> 2215B Renaissance Drive Suite 1 Las Vegas NV 89119
<u>AFN, LLC</u> 2 West Second St Tower II, 16th Floor Tulsa OK 74103-3102
<u>Allegheny Communications Connect of Pennsylvania, LLC</u> 800 Cabin Hill Drive Greensburg Pennsylvania 15601

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