

Thomas E Lauria  
State Bar No. 11998025  
Craig H. Averch  
State Bar No. 01451020  
WHITE & CASE LLP  
Wachovia Financial Center  
200 South Biscayne Blvd.  
Miami, FL 33131  
Telephone: (305) 371-2700  
Facsimile: (305) 358-5744

Robin Phelan  
State Bar No. 15903000  
Judith Elkin  
State Bar No. 06522200  
HAYNES AND BOONE, LLP  
901 Main Street  
Suite 3100  
Dallas, TX 75202  
Telephone: (214) 651-5000  
Facsimile: (214) 651-5940

ATTORNEYS FOR THE DEBTORS AND DEBTORS-IN-POSSESSION

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
FORT WORTH DIVISION**

_____	)	
In re	)	Chapter 11 Case
	)	
MIRANT CORPORATION, <u>et al.</u> ,	)	Case No. 03-46590 (DML)
	)	Jointly Administered
Debtors.	)	
_____	)	

**MOTION OF DEBTORS TO REJECT EXECUTORY CONTRACT WITH  
MID-AMERICA INTERCONNECTED NETWORK, INC.**

Mirant Corporation (“Mirant”) and its affiliated debtors (collectively, the “Debtors”), as debtors in possession, file this Motion (the “Motion”) pursuant to section 365(a) of title 11, United States Code (11 U.S.C. §§ 101 et seq.) (the “Bankruptcy Code”) for authority to reject the executory contract between Mid-America Interconnected Network, Inc. and Mirant Americas, Inc. which is described below in greater detail and attached hereto as Exhibit B (the “Contract”).<sup>1</sup> In support thereof the Debtors represent as follows:

<sup>1</sup> Not all parties were served with the Contract. Any party may request a copy of the Contract by making a written request to the Debtors’ counsel.

## **JURISDICTION AND VENUE**

1. This Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

## **PROCEDURAL BACKGROUND**

2. The Cases. On July 14, 2003 and various dates thereafter (collectively, the “Petition Date”), Mirant Corp. and 82 of its direct and indirect subsidiaries (collectively, the “Debtors”) filed voluntary chapter 11 petitions. The Debtors continue to manage and operate their businesses as debtors-in-possession pursuant to sections 1107 and 1108 of title 11 of the United States Code (the “Bankruptcy Code”).

3. The Cases are Jointly Administered. This Court has entered orders approving the joint administration of the Debtors’ chapter 11 cases.

4. The Committees. Three official committees (collectively, the “Committees”) have been appointed by the Office of the United States Trustee for the Northern District of Texas (“UST”) in these administratively consolidated cases.

5. The Examiner. On April 7, 2004, this Court authorized the UST to appoint an examiner in these cases to analyze certain potential causes of action and act as a referee with respect to certain disputes that arise among the Debtors, the Committees, or other parties in interest. The UST appointed William K. Snyder as the examiner in these cases.

## **RELIEF REQUESTED**

6. By this Motion, the Debtors respectfully request pursuant to 11 U.S.C. § 365(a) authority to reject the Contract listed below, effective ten (10) business days from the date of service of this Motion.

## **BASIS FOR RELIEF**

7. On August 14, 2003, the Court entered an amended order (the “Order”) approving procedures (the “Rejection Procedures”) for the rejection of Contracts and Leases from time to time in furtherance of the reorganization efforts of the Debtors.

8. In summary, the procedures Order allows the Debtors, in the exercise of their business judgment, to reject any Contract or Lease determined to be unnecessary and/or burdensome to the Debtors’ ongoing business operations following ten (10) business days from service via facsimile or overnight mail, to: (i) the counterparty under the respective Contract at the last known address available to the Debtors; (ii) counsel for the counterparty under the respective Contract who has appeared in these cases and has specifically requested notice of any rejection notice; and (iii) counsel for any statutory committees appointed in these cases. A copy of the Order is attached hereto as Exhibit A.

9. Pursuant to the terms of the Order and N.D. TX L.B.R. 9014.1, unless a written objection hereto is filed and served in accordance with the terms of the Order, the following Contract will be deemed rejected pursuant to 11 U.S.C. § 365(a) effective upon the expiration of the ten (10) business day notice period described above (the “Effective Date”):

- (a) **Title of the Contract:** Amended and Restated Bylaws of Mid-America Interconnected Network, Inc. (as such Bylaws may have been amended); and the Membership Application dated November 6, 1995

Effective Date of Rejection:  
July 9, 2004, subject to paragraph 9 hereof

Parties to the Contract:

Mid-America Interconnected Network, Inc.  
Mirant Americas Inc. (“MAI”)<sup>2</sup>

---

<sup>2</sup> The Contract was entered into between MAIN and Southern Energy Marketing, which subsequently merged into MAI.

Contact Information for Non-Debtors:

Mid-America Interconnected Network, Inc.  
939 Parkview Boulevard  
Lombard, IL 60148-3267  
Attention: Mr. Richard Bulley, Executive Director

10. If an objection to this Motion is timely filed and served upon: White & Case, LLP, Wachovia Financial Center, 200 South Biscayne Blvd., Miami, Florida 33131, Attention: Thomas E Lauria, Esq. and Haynes and Boone, LLP, 901 Main Street, Suite 3100, Dallas, Texas 75202, Attention: Judith Elkin, Esq., counsel for the Debtors, not later than ten (10) business days from the date of service of this Motion, the Debtors shall seek a hearing on the objection at the Court's earliest convenience. If such an objection to the Motion is timely received, and the Court ultimately upholds the Debtors' determination to reject the Contract, then the Contract shall be deemed rejected as of the date of the determination by the Court unless otherwise agreed, in writing, by the Debtors and the counterparty to the respective Contract.

11. Pursuant to the Order, claims arising out of the rejection of the Contract must be filed with the Court, or any Court approved claims processing agent, by the later of (i) the deadline for filing proofs of claims established by the Court or (ii) thirty (30) days after the Effective Date of Rejection, or the date of the Order of the Court upholding the Debtors' determination to reject the Contract, unless otherwise agreed, in writing, by the Debtors and the counterparty to the Contract (the "Rejection Claims Deadline").

12. Pursuant to the Order, any holder of a claim allegedly arising from the rejection of the Contract who fails to timely file a proof of such claim on or before the expiration of the Rejection Claims Deadline shall be (a) forever barred from asserting such claim against any of the Debtors; (b) forever barred from sharing in any distribution of the Debtors' estates or assets under any confirmed plan of reorganization or order of the Court authorizing distributions

from the Debtors' estates; and (c) bound by the terms of any plan of reorganization confirmed in these chapter 11 cases and any order of the Court authorizing distributions from the Debtors' estates.

**General Description of the Contract.**

13. The Debtors entered into the Contract to obtain a membership in the MAIN regional reliability council. The purpose of MAIN is to promote the reliable use of the interconnected electric systems with due regard for safety, environmental protection, and economy of service through coordinated planning, construction, operation, maintenance, and use of generation and transmission facilities on a regional basis by MAIN members individually and as members (or "power pools") of subregional groups. The Debtors planned to expand its business into the MAIN region. For that reason, MAI sought to acquire the benefits of membership, which included the opportunity to participate in the development and modification of reliability related standards and business practices that could impact its business.

14. The MAIN region encompasses 145,000 square miles including the state of Illinois and parts of Missouri, Wisconsin, Iowa, Minnesota and Michigan.

**The Contract May Be Rejected.**

15. Section 365(a) of the Bankruptcy Code provides that a debtor-in-possession, "subject to the court's approval, may assume or reject any executory contract or unexpired lease of the debtor." 11 U.S.C. § 365(a). The Contract is executory because it (a) requires MAEM to pay for the benefits of association membership and (b) requires MAIN to afford MAEM the benefits, services and privileges of membership. "This provision allows a [debtor] to relieve the bankruptcy estate of burdensome agreements which have not been completely performed." *Stewart Title Guaranty Co. v. Old Republic National Title Insurance*

Co., 83 F.3d 735, 741 (5th Cir. 1996) (quoting *In re Murexco Petroleum, Inc.*, 15 F.3d 60, 62 (5th Cir. 1994)).

**Rejection Of The Contract is Within the Debtors' Business Judgment.**

16. Rejection of an executory contract requires court approval. A debtor's decision to assume or reject will be approved provided that it meets the "business judgment" test, pursuant to which rejection of an executory contract or unexpired lease is appropriate if such rejection would benefit the estate. See *Richmond Leasing v. Capital Bank, N.A.*, 762 F.2d 1303, 1309 (5th Cir. 1985); *In re G.I. Indus., Inc.*, 204 F.3d 1276, 1282 (9th Cir. 2000) ("[A] bankruptcy court applies the business judgment rule to evaluate a trustee's rejection decision . . ."); *In re Food Barn Stores, Inc.*, 107 F.3d 558, 567 n. 16 (8th Cir. 1997) (debtor's request to assume or reject contract should be approved where not manifestly unreasonable or made in bad faith). The "business judgment" test is satisfied where the assumption or rejection of an executory contract or unexpired lease enhances the value of the estate. See *Richmond Leasing*, 762 F.2d at 1309. Upon a finding that a debtor has exercised sound business judgment in determining whether to assume or reject an executory contract or unexpired lease, a court should approve the decision pursuant to section 365(a) of the Bankruptcy Code. See *NLRB v. Bildisco & Bildisco*, 465 U.S. 513, 523 (1984).

17. "The fundamental purpose of reorganization is to prevent a debtor from going into liquidation, with an attendant loss of jobs and possible misuse of economic resources." *Bildisco*, 465 U.S. at 528 (citing H.R.Rep. No. 95-595, p. 220 (1977)). The Debtors' have determined, after due inquiry, that the Contract is burdensome to their estates and should be rejected.

18. The Debtors have determined, in their reasonable business judgment, that the Contract should be rejected as uneconomical and an impediment to their ongoing business operations. The Debtors do not derive significant benefit from the Contract to justify continued performance thereunder and the Contract is unnecessary. Continued performance under the Contract requires payment of membership dues in the amount of \$6,000 annually (paid on a quarterly basis). Such continued postpetition payments are not justified under the circumstances.

**CONCLUSION**

WHEREFORE, the Debtors respectfully request the relief requested herein and such other and further relief as this Court deems just and proper.

Dated: Fort Worth, Texas  
June 24, 2004

Haynes and Boone, LLP  
901 Main Street  
Suite 3100  
Dallas, TX 75202  
(214) 651-5000

-and-

By  /s/ Michelle C. Campbell

Thomas E Lauria  
State Bar No. 11998025  
Michelle C. Campbell  
State Bar No. 24001828  
WHITE & CASE LLP  
Wachovia Financial Center  
200 South Biscayne Blvd.  
Miami, Florida 33131  
(305) 371-2700

ATTORNEYS FOR THE DEBTORS AND  
DEBTORS-IN-POSSESSION

CERTIFICATE OF SERVICE

The undersigned hereby certifies that she provided a true and correct copy of the forgoing to Bankruptcy Services, LLC and directed them to effect service upon all persons on the Limited Service List (without exhibits) via U.S. mail, and the addressees set forth below via overnight mail (with exhibits) on the 24th day of June 2004.

Eric J. Taube  
Mark C. Taylor  
Hohmann, Taube & Summers, L.L.P.  
100 Congress Avenue  
Suite 1600  
Austin, TX 78701

Deborah D. Williamson  
Thomas Rice  
Cox & Smith Incorporated  
112 East Pecan Street  
Suite 1800  
San Antonio, TX 78205-1505

Howard L. Siegel  
Brown Rudnick Berlack Israels LLP  
City Place I, 185 Asylum Street  
Hartford, CT 06103-3401

Bruce R. Zirinsky  
Gregory Petrick  
Cadwalader, Wickersham & Taft  
100 Maiden Lane  
New York, NY 10038

William R. Baldiga  
Brown Rudnick Berlack Israels LLP  
One Financial Center  
Boston, MA 02111

Scott C. Shelley  
Shearman & Sterling LLP  
599 Lexington Avenue  
New York, NY 10022-6069

Edward S. Weisfelner  
Leslie H. Scharf  
Brown Rudnick Berlack Israels LLP  
120 West 45th Street  
New York, NY 10036

MAIN Coordination Center  
939 Parkview Boulevard  
Lombard, IL 60148-3267  
Attention: Mr. Richard Bulley, Executive  
Director

Paul N. Silverstein  
Andrews & Kurth, L.L.P.  
805 Third Avenue  
New York, NY 10022

Jason S. Brookner  
Andrews & Kurth, L.L.P.  
1717 Main Street  
Suite 3700  
Dallas, TX 75201

/s/ Michelle C. Campbell

**EXHIBIT A**

IN THE UNITED STATES BANKRUPTCY COURT  
 FOR THE NORTHERN DISTRICT OF TEXAS  
 FORT WORTH DIVISION

U.S. BANKRUPTCY COURT,  
 NORTHERN DISTRICT OF TEXAS

**ENTERED**

TAWANA J. MARSHALL, CLERK  
 THE DATE OF ENTRY IS  
 ON THE COURT'S DOCKET

In re	)	Chapter 11 Case
MIRANT CORPORATION, <u>et al.</u> ,	)	Case No. 03-46590-DML-11
Debtors.	)	Jointly Administered

**AMENDED ORDER REGARDING MOTION OF DEBTORS FOR AN ORDER  
 PURSUANT TO SECTIONS 365 AND 554 OF THE BANKRUPTCY CODE  
 AUTHORIZING AND APPROVING A PROCEDURE FOR THE REJECTION OF  
CERTAIN EXECUTORY CONTRACTS**

Upon the Motion of Debtors for an Order Pursuant to Sections 365 and 554 of the Bankruptcy Code Authorizing and Approving a Procedure for the Rejection of Certain Executory Contracts (the "Motion") filed by the above-captioned debtors and debtors-in-possession (collectively, the "Debtors") in these Chapter 11 cases; and it appearing that this Court has jurisdiction over this matter; and it appearing that due and proper notice has been given; and upon due deliberation and sufficient cause appearing therefor, it is hereby

**ORDERED** that the Motion is granted; and it is further

**ORDERED** that the Rejection Procedures referenced on Exhibit "A" attached hereto are hereby approved; and it is further

**ORDERED** that this Court shall, and hereby does, retain jurisdiction with respect to all matters arising or related to the implementation of this Order; and it is further

**ORDERED** that the last date to file timely proofs of claim against the Debtors arising from the rejection of any Contracts and Leases (the "Rejection Claims Deadline") will be and hereby is the later of: (i) the deadline for filing proofs of claims established by this Court; and (ii) thirty (30) days after the Rejection Effective Date, as such term is defined in the

Rejection Procedures, unless otherwise agreed, in writing, by the Debtors and the counterparty to a particular Contract or Lease; and it is further

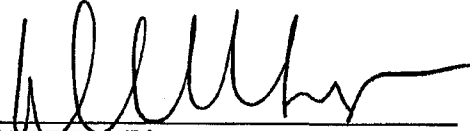
**ORDERED** that any holder of a claim allegedly arising from the rejections authorized in accordance with the Rejection Procedures who fails to timely file a proof of such claim on or prior to the expiration of the Rejection Claims Deadline be: (i) forever barred from asserting such claim against any of the Debtors or their estates; (ii) forever barred from sharing in any distribution of the Debtors' estates or assets under any plan of reorganization confirmed in these chapter 11 cases or order of the Court authorizing distributions from the Debtors' estates; and (iii) bound by the terms of any plan of reorganization confirmed in these chapter 11 cases and/or any order of the Court authorizing distributions from the Debtors' estates; and it is further

**ORDERED** that the procedures established by this Order, including the Rejection Claims Deadline, shall not apply to (a) any executory contract or unexpired lease between any of the Debtors and (i) PEPCO and any of its affiliates; (ii) WGES; (iii) Kern; (iv) 285 Venture; (v) Unitil; (vi) the NSTAR Companies (as each entity is defined it is respective objection or joinder to objections to the Motion) (vii) the Cape Light Compact Agreements, including the Pilot Electric Supply Agreement by and between the Cape Light Compact and Mirant Americas Retail Energy Marketing, LP; or (b) leases and lease-related contracts pertaining to the Dickerson and Morgantown power plants operated by Mirant Mid-Atlantic, LLC and its subsidiaries (in which the lease counterparties are certain limited liability companies affiliated with Bank One, N.A., Union Bank of California, N.A. and Verizon Capital Corp.); and it is further

**ORDERED** that, to the extent that any provision contained in this Order is inconsistent with this Court's Interim Order Authorizing the Debtors to (i) Comply With Terms of Prepetition Trading Contracts, (ii) Enter Into Postpetition Trading Contracts in the Ordinary Course of Business, (iii) Provide Credit Support Relating to Both Pre- and Post-Petition Trading

Contracts, and (iv) Setting a Final Hearing to Consider the Entry of a Final Order Affirming the Interim Order and Authorizing Assumption of Prepetition Trading Contracts entered on July 17, 2003 (the "Trading Order"), the Trading Order shall control.

Dated August 14, 2007



---

HONORABLE D. MICHAEL LYNN  
UNITED STATES BANKRUPTCY JUDGE

Exhibit "A"

**Rejection Procedures**

- a. Unless a timely objection is filed, any Contract or Lease determined by the Debtors, in the exercise of their business judgment, to be unnecessary and/or burdensome to the Debtors' ongoing business operations shall, unless otherwise agreed, in writing, by the Debtors and the counterparty to a particular Contract or Lease, be deemed rejected ten (10) business days from service of a motion to reject such Contract or Lease (the "Rejection Motion"), via facsimile or overnight mail, to: (i) the counterparty under the respective Contract or Lease at the last known address available to the Debtors; (ii) counsel for the counterparty under the respective Contract or Lease who has appeared in these cases and has specifically requested notice of any rejection notice; and (iii) counsel for any statutory committees appointed in these cases (each, a "Committee").
- b. The Rejection Motion shall be substantially in the form of the Rejection Motion attached hereto as Exhibit A-1 and shall include a copy of the Order approving this Motion.
- c. If an objection to a Rejection Motion is filed by a counterparty to a Contract or Lease, or by any Committee, and timely served upon, and actually received by, counsel to the Debtors prior to the expiration of the ten (10) business day notice period, the Debtors will seek a hearing to consider the objection at the Court's earliest convenience.
- d. If no objections by either a counterparty to a Contract or Lease or by any Committee, are timely received, then the applicable Contract or Lease shall be deemed rejected as of the expiration of the ten (10) business day notice period described above unless otherwise agreed, in writing, by the Debtors and the counterparty to a particular Contract or Lease. The Rejection Effective Date for any rejection shall be the later of (a) the expiry of the ten (10) business day notice period if no objection is filed; (b) the entry of an order ultimately approving rejection if an objection to rejection is filed; and (c) such other date upon which the debtor and the objection party may agree.
- e. If an objection to a Rejection Motion is timely received, and the Court ultimately upholds the Debtors' determination to reject the applicable Contract or Lease, then the applicable Contract or Lease shall be deemed rejected as of the date of the Order unless otherwise agreed, in writing, by the Debtors and the counterparty to the applicable Contract or Lease.
- f. Claims arising out of the rejection of Contracts and Leases must be filed with the Bankruptcy Court or any Court approved claims processing agent by the later of (i) the deadline for filing proofs of claim established by this Court or (ii) thirty (30) days after the Rejection Effective Date, unless otherwise agreed, in writing, by the Debtors and the counterparty to a particular Contract or Lease.

Exhibit "A-1"

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
FORT WORTH DIVISION**

In re	)	
	)	Chapter 11 Case
MIRANT CORPORATION, <u>et al.</u> ,	)	
	)	Case No. 03-46590-DML-11
Debtors.	)	Jointly Administered
	)	

**MOTION OF DEBTORS TO REJECT EXECUTORY CONTRACTS OR  
UNEXPIRED LEASES OF NONRESIDENTIAL REAL PROPERTY  
OF [NAME OF COUNTERPARTY]**

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

Mirant Corporation ("Mirant") and its affiliated debtors (collectively, the "Debtors"), as debtors in possession, file this Motion (the "Motion") pursuant to section 365(a) of title 11, United States Code (11 U.S.C. §§ 101 et seq.) (the "Bankruptcy Code") for authority to reject certain executory contracts (each, a "Contract") or unexpired leases of real property (each, a "Lease"), and in support thereof represent as follows:

**JURISDICTION AND VENUE**

1. This Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

**PROCEDURAL BACKGROUND**

2. The Cases. Commencing on July 14, 2003 and concluding in the early morning hours of July 15, 2003, (the "Petition Date"), each of the Debtors filed a voluntary petition in this court for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C.

§§ 101-1330, as amended (the "Bankruptcy Code").<sup>1</sup> The Debtors continue to manage and operate their businesses as debtors-in-possession pursuant to sections 1107 and 1108 of the Bankruptcy Code.

3. The Cases are Jointly Administered. On July 15, 2003, this Court granted the Debtors' motion for an order requesting that the Debtors' bankruptcy estates be jointly administered.

4. Unsecured Creditors' Committees. On July 25, 2003, the Office of the United States Trustee for the Northern District of Texas formed two official committees of unsecured creditors. The first Committee is comprised of certain bondholders of Mirant Americas Generation, LLC. The Second Committee is comprised of certain creditors of Mirant Corporation and the remaining Debtors.

#### **RELIEF REQUESTED**

4. By this Motion, the Debtors respectfully request pursuant to 11 U.S.C. § 365(a) authority to reject certain Contracts and/or Leases listed below, effective 10 (ten) business days from the date upon service of this Motion.

---

<sup>1</sup> Concurrently, Mirant caused two of its Canadian subsidiaries, Mirant Canada Energy Marketing, Ltd and Mirant Canada Energy Marketing Investments, Inc. (collectively, the "Canadian Debtors") to commence plenary insolvency proceedings (the "Canadian Proceedings") in the Court of Queen's Bench of Alberta Judicial District of Calgary (the "Canadian Court") pursuant to the *Companies' Creditors Arrangement Act* (the "CCAA"). The Canadian Debtors are subject to the sole and exclusive jurisdiction of the Canadian Court.

**BASIS FOR RELIEF**

5. On \_\_\_\_\_, 2003, the Court entered an order (the "Order") approving procedures (the "Rejection Procedures") for the rejection of Contracts and Leases from time to time in furtherance of the reorganization efforts of the Debtors.

6. In summary, the procedures Order allows the Debtors, in the exercise of their business judgment, to reject any Contract or Lease determined to be unnecessary and/or burdensome to the Debtors' ongoing business operations following ten (10) business days from service via facsimile or overnight mail, to: (i) the counterparty under the respective Contract or Lease at the last known address available to the Debtors; (ii) counsel for the counterparty under the respective Contract or Lease who has appeared in these cases and has specifically requested notice of any rejection notice; and (iii) counsel for any statutory committees appointed in these cases. A copy of the Order is attached hereto as Exhibit "A".

7. Pursuant to the terms of the Order and N.D. TX L.B.R. 9014.1, unless a written objection hereto is filed and served in accordance with the terms of the Order, the following Leases and/or Contracts will be deemed rejected pursuant to 11 U.S.C. § 365(a) effective upon the expiration of the ten (10) business day notice period described above (the "Effective Date"):

**Title of Lease/Contract:  
Effective Date of Rejection:  
Parties to the Lease/Contract  
and Contact Information:**

8. If an objection to this Motion is timely filed and served upon: White & Case, LLP, Wachovia Financial Center, 200 South Biscayne Blvd., Miami, Florida 33131, Attention: Thomas E Lauria, Esq. and Haynes and Boone, LLP, 901 Main Street, Suite 3100,

Dallas, Texas 75202, Attention: Judith Elkin, Esq., counsel for the Debtors, not later than ten (10) business days from the date of service of this Motion, the Debtors shall seek a hearing on the objection at the Court's earliest convenience. If such an objection to a Rejection Motion is timely received, and the Court ultimately upholds the Debtors' determination to reject the applicable Contract or Lease, then the applicable Contract or Lease shall be deemed rejected as of the date of such determination by the Court unless otherwise agreed, in writing, by the Debtors and the counterparty to the applicable Contract or Lease.

9. Pursuant to the Order, claims arising out of the rejection of Contracts and Leases must be filed with the Court, or any Court approved claims processing agent, by the later of: (i) the deadline for filing proofs of claims established by this Court or (ii) thirty (30) days after the Effective Date, or the date of the Order of the Court upholding the Debtors' determination to reject the applicable Contract or Lease, unless otherwise agreed, in writing, by the Debtors and the counterparty to a particular Contract or Lease (the "Rejection Claims Deadline").

10. Pursuant to the Order, any holder of a claim allegedly arising from the rejection of a Contract or Lease who fails to timely file a proof of such claim on or before the expiration of the Rejection Claims Deadline shall be (a) forever barred from asserting such claim against any of the Debtors; (b) forever barred from sharing in any distribution of the Debtors' estates or assets under any confirmed plan of reorganization or order of the Court authorizing distributions from the Debtors' estates; and (c) bound by the terms of any plan of reorganization confirmed in these chapter 11 cases and any order of the Court authorizing distributions from the Debtors' estates.

**CONCLUSION**

WHEREFORE, the Debtors respectfully request the relief requested herein and such other and further relief as this Court deems just and proper.

Dated: Fort Worth, Texas  
\_\_\_\_\_, 2003

HAYNES AND BOONE, LLP  
901 Main Street  
Suite 3100  
Dallas, TX 75202  
(214) 651-5000

By \_\_\_\_\_

Robin Phelan  
State Bar No. 15903000  
Judith Elkin  
State Bar No. 06522200  
Ian Peck  
State Bar No. 24013306

-and-

Thomas E Lauria  
State Bar No. 11998025  
Michelle C. Campbell  
State Bar No. 24001828  
WHITE & CASE LLP  
Wachovia Financial Center  
200 South Biscayne Blvd.  
Miami, Florida 33131  
(305) 371-2700

**PROPOSED ATTORNEYS FOR THE DEBTORS  
AND DEBTORS-IN-POSSESSION**

## **EXHIBIT B**

# MID-AMERICA INTERCONNECTED NETWORK, INC.

## AN ILLINOIS NOT-FOR-PROFIT CORPORATION

---

### MEMBERSHIP APPLICATION (ASSOCIATE)

The undersigned officer has reviewed the Bylaws of Mid America Interconnected Network, Inc. which were approved by the members on November 18, 1994. The undersigned represents that it meets all membership qualifications and does hereby apply for membership in the corporation as an associate member. By making this application, the undersigned subscribes to those Bylaws and accepts the obligations of membership.

Southern Energy Marketing, Inc.  
ORGANIZATION

BY:   
AUTHORIZED SIGNATURE  
John J. Robinson

DATE: 11/6/95

Vice-President  
TITLE

**AMENDED AND RESTATED  
BYLAWS  
OF  
MID-AMERICA INTERCONNECTED NETWORK, INC. (“MAIN”)  
Revised by the Members, November 17, 2000**

**1. PURPOSE**

**1.1 Purpose**

The purpose of Mid-America Interconnected Network, Inc., as set forth in its Articles of Incorporation, is to serve as a commercial and industrial association for the purpose of preserving and enhancing service reliability and economy of operation among electric utilities in the Midwest, and to assess the adequacy and ensure the reliability of the interconnected bulk electric system in the MAIN Region for the benefit of all end-users of electricity and all entities engaged in providing electric services in the MAIN Region, with due regard for safety, environmental protection and economy of service, through coordination of planning, construction, maintenance and operation of generation and transmission facilities on a regional basis.

**1.2 Not-for-Profit Corporation**

MAIN is operated as an Illinois not-for-profit corporation and is organized pursuant to the provisions of 805 ILCS 105/103.05(19).

**1.3 MAIN Activities**

In support and furtherance of its purpose as set forth in the Articles of Incorporation, MAIN shall:

- (a) Develop, adopt, implement, and enforce standards, requirements and guidelines appropriate to ensure the safe and reliable operation of the electric power supply system in the MAIN Region;
- (b) Assess the adequacy of the regional bulk electric system to meet projected demands for electric service in the MAIN Region on a reliable basis;
- (c) Receive, maintain and administer funds to be used exclusively for the benefit, development and expansion of the activities of MAIN;
- (d) Acquire, own, use, lease as lessor or lessee, convey and otherwise deal in and with real and personal property and any interest therein;
- (e) Contract with other organizations, with individuals and with governmental agencies;
- (f) Coordinate with other reliability councils on issues affecting reliability; and
- (g) Engage in any lawful activity within the purposes for which a nonprofit corporation may be organized under the law of Illinois.

**1.4 Requirements and Standards**

MAIN Guides and other reliability requirements and standards, and any sanctions or remedies for failure to comply with the foregoing or the Bylaws or any obligations assumed

thereunder, shall be adopted and enforced for the purpose of providing reliable service at a reasonable cost within the MAIN Region, shall be not unreasonable or unduly discriminatory in substance or application, shall be applied consistently to all Members, shall be consistent with Good Utility Practice, and shall be no less stringent than NERC standards, requirements or guidelines.

## **2. DEFINITIONS**

Unless the context otherwise specifies or requires, the following terms shall have the meanings specified below solely for purposes of these Bylaws, such definitions to be equally applicable to both the singular and plural form of the terms defined.

### **2.1 Adjusted Weighted Vote**

“Adjusted Weighted Vote” shall mean the number of votes of each Member in Good Standing determined in the manner specified in Section 4.10.

### **2.2 Affiliated Entities**

“Affiliated Entities” shall mean entities, other than entities that have been determined not to be Affiliated Entities that are: (a) two or more entities one of which controls the other or that are under common control; (b) a generation and transmission cooperative and one of its cooperative members; or (c) a joint municipal agency and one of its members. Control means the possession, directly or indirectly, of the power to direct the management or policies of an entity. A rebuttable presumption that control exists arises from the ownership of or the power to vote, directly or indirectly, ten percent (10%) or more of the voting securities of such entity.

### **2.3 Allocation Megawatt Hours**

“Allocation Megawatt Hours” shall mean, for each 12 month period ending September 30, the sum of the total megawatt hours of an entity’s:

- i) sales to End-Use Load in the MAIN Region;
- ii) sales to End-Use Load in the MAIN Region of each Designating Entity for which it is the Joint Member;
- iii) sales at wholesale to entities, other than its Designating Entities if any, that serve End-Use Load in the MAIN region and are physically delivered within the MAIN Region;
- iv) energy generated by its facilities located in the MAIN Region that is not included in the foregoing sales;
- v) for each entity that acquires existing electric generating capacity from a Regular Member, but solely for purposes of the determination of Allocation Megawatt Hours, (1) such sales as would otherwise be attributable to the entity selling such generation as specified in subparagraphs (iii) and (iv) above and made from the acquired units during the 12 month period ending on the September 30 applicable to the determination of Allocation Megawatt Hours generally, the selling entity as of the acquisition date being deemed not to have made any such sales from such units, and (2) a deemed amount of wholesale sales of the type specified in subparagraph (iii) above equal to the

megawatt hours of deliveries, if any, to End-Use Load in the MAIN Region from the transferred generation by the selling entity during the 12 month period ending on the September 30 applicable to the determination of Allocation Megawatt Hours generally; and

- vi) for each entity making sales from generating capacity with an in-service date that is too recent to qualify for a full 12 months of sales giving rise to Allocation Megawatt Hours under the foregoing provisions, solely for purposes of the determination of Allocation Megawatt Hours the selling entity may submit a request to the Administrative Committee to be deemed to have made sales equal to the estimated sales of the types specified in subparagraph (iii) and (iv) above attributable to such capacity for the twelve month period beginning with the first sale from such unit, such estimates to be subject to review by the Administrative Committee for reasonableness.

#### **2.4 Annual Meeting**

“Annual Meeting” shall mean the annual meeting of the Members as required by Section 4.2.

#### **2.5 Applicant**

“Applicant” shall mean an entity that has completed an application for membership pursuant to Section 3.2 of the Bylaws.

#### **2.6 Associate Member**

“Associate Member” shall mean any entity that has become a Member of MAIN in accordance with the provisions of Section 3.5 of the Bylaws.

#### **2.7 Bicameral Simple Majority**

“Bicameral Simple Majority” shall mean a majority of the votes cast in accordance with the requirements of Section 4.13.1.

#### **2.8 Bicameral Supermajority**

“Bicameral Supermajority” shall mean a majority of the votes cast in accordance with the requirements of Section 4.13.2.

#### **2.9 Board**

“Board” shall mean the Members’ representatives selected as Directors pursuant to Section 5.2 of the Bylaws.

#### **2.10 Bylaws**

“Bylaws” shall mean these bylaws of MAIN.

#### **2.11 Chair**

“Chair” shall mean the Chair elected by the Board as specified in Section 6.1.

#### **2.12 Committee**

“Committee” shall mean any committee of MAIN established in or pursuant to the Bylaws.

### **2.13 Designating Entity**

“Designating Entity” shall mean an entity that is eligible for membership in accordance with the provisions of Section 3.1, that has Allocation Megawatt Hours of less than one million (1,000,000) megawatt hours or such other amount as may be established from time to time by the Board, and that elects to participate in MAIN through a Joint Member.

### **2.14 Director**

“Director” shall mean a member of the Board.

### **2.15 End-Use Load**

“End-Use Load” shall mean the load of persons or other entities that purchase or produce electric energy for their own consumption and not for resale.

### **2.16 End-Use Load Member**

“End-Use Load Member” shall mean a Regular Member the predominant activities of which in the MAIN Region occur in connection with some or all of (a) an obligation imposed by law, regulation, or contract on the Regular Member or the Designating Entities for which it serves as the Joint Member to serve End-Use Load within the MAIN Region, (b) electric service to one or more Designating Entities that have such an obligation as to which it serves as the Joint Member, (c) wholesale service that includes reserves for all of the requirements of specified End-Use Load in the MAIN Region, or (d) wholesale service that has an initial term of not less than five years, includes reserves, and supplies a specified portion but not all of the requirements of specified End-Use Load in the MAIN Region.

### **2.17 Executive Director**

“Executive Director” shall mean the person holding the position of Executive Director under the Bylaws.

### **2.18 Individual Vote**

“Individual Vote” shall mean a single vote accorded to each Regular Member that is a Member in Good Standing; provided, however, that Regular Members that are Affiliated Entities shall together have a single Individual Vote; and provided, further, that if one or more Affiliated Entities is a Transmission Owning Member, such Member shall vote its Individual Vote as a Transmission Owning Member when voting on that basis is required.

### **2.19 Joint Member**

“Joint Member” shall mean an entity designated by any two or more Designating Entities to participate in the Activities of MAIN on their behalf, in accordance with the provisions of Section 3.4.

### **2.20 Liability**

“Liability” shall mean the obligation to pay a judgment, settlement, penalty, fine, including any excise tax assessed with respect to an employee benefit plan, or reasonable expenses, including, counsel fees, incurred with respect to a proceeding.

## **2.21 MAIN**

“MAIN” shall mean Mid-America Interconnected Network, Inc., the organization created by and existing pursuant to the MAIN Corporate Charter and Bylaws.

## **2.22 MAIN Guide**

“MAIN Guide” shall mean a set of policy statements, principles, procedures, standards or responsibilities adopted by MAIN.

## **2.23 MAINnet**

“MAINnet” shall mean a communications system used by MAIN to transmit certain system and operational information.

## **2.24 MAINnet Expense**

“MAINnet Expense” shall mean those expenses incurred in operating and maintaining MAINnet.

## **2.25 MAINnet Regular Member**

“MAINnet Regular Member” shall mean a Regular Member the transmission plant at 100 kV and above of which, expressed in kV miles, is equal to or greater than 1.5% of the total of all Regular Members’ transmission plant expressed in kV miles as of the twelve months ending September 30.

## **2.26 MAIN Operating Expense**

“MAIN Operating Expense” shall mean an expense incurred in carrying out the business and affairs of MAIN as specified in Section 3.13((f)).

## **2.27 MAIN Region**

“MAIN Region” shall mean the geographic area the boundaries of which are (a) determined by the geographic area served by the electric facilities of the Regular Members operated on an interconnected basis with the facilities of other Regular Members, and (b) are as shown on a map maintained for this purpose and kept current by the Board, which map and boundaries may be modified from time to time as appropriate by the Board.

## **2.28 Member**

“Member” shall mean a Regular Member, a Joint Member, a Designating Entity participating through a Joint Member, or an Associate Member.

## **2.29 Member in Good Standing**

“Member in Good Standing” shall mean a Member which has not been suspended by the Board or had its membership terminated by the Members in accordance with the provisions of Section 3.10(b).

## **2.30 NERC**

“NERC” shall mean the North American Electric Reliability Council.

## **2.31 Party**

“Party” where used in Section 9 shall include an individual who was, is, or is threatened to be made a named defendant or respondent in a Proceeding.

### **2.32 Proceeding**

“Proceeding” shall mean any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative or investigative and whether formal or informal.

### **2.33 Regional Reliability Council**

“Regional Reliability Council” shall mean one of the councils responsible for establishing electric reliability standards and requirements for a geographic region in North America as part of NERC.

### **2.34 Regular Member**

“Regular Member” shall mean a Member that meets the requirements of Section 3.3 of the Bylaws.

### **2.35 Regulatory Agency**

“Regulatory Agency” shall mean a federal or state agency in the United States exercising regulatory authority over the rates, terms or conditions of electric service of an entity other than itself within the MAIN Region, or over the planning, siting, construction or operation of electric facilities of an entity other than itself within the MAIN Region.

### **2.36 Regulatory Participant**

“Regulatory Participant” shall mean a Regulatory Agency participating in the activities of MAIN.

### **2.37 Reliability Council Expense**

“Reliability Council Expense” shall mean an expense of MAIN allocable to establishing or enforcing electric reliability standards and requirements for the MAIN Region.

### **2.38 Representative**

“Representative” shall mean an employee or other agent of a Member, an Associate Member or a Regulatory Participant who has been designated by the Member, the Associate Member or the Regulatory Participant to serve on or attend meetings of the Members, or a Committee, subcommittee or other body created by or pursuant to the Bylaws, including any such a person elected or appointed as specified in the Bylaws to serve on a Committee, subcommittee or other body.

### **2.39 Representative Committees**

“Representative Committees” shall mean the Planning Committee, the Operating Committee and the Market Interface Committee.

### **2.40 Rights Equivalent to Transmission Ownership**

“Rights Equivalent to Transmission Ownership” shall mean the rights, benefits, and obligations associated with the ownership of a *pro rata* share of transmission capacity without ownership of the associated transmission facilities, including but not limited to, the right to use, control access to, assign, sell or otherwise dispose of such transmission capacity, and the financial obligation to pay for the associated share of all costs, including but not limited to operation, maintenance or replacement costs and taxes allocated to such facilities,

but excluding legal title and the responsibility for siting and constructing, maintaining, replacing, and physically operating such facilities. Taking service under a long-term firm, flexible point-to-point, or network tariff or schedule does not create or confer Rights Equivalent to Transmission Ownership.

#### **2.41 Secretary**

“Secretary” shall mean the Secretary elected by the Board as specified in Section 6.1.

#### **2.42 Special Project Expense**

“Special Project Expense” shall mean an expense assessed or allocated pursuant to Section 3.13((d)).

#### **2.43 Transmission Owning Member**

“Transmission Owning Member” shall mean a Regular Member owning, or having by contract Rights Equivalent to Transmission Ownership in, facilities for the transmission of electric power at 100 kV or greater and extending for 500 miles or more that are directly connected with and capable of operating as part of the interconnected grid of such facilities within the MAIN Region. Partial ownership, or Rights Equivalent to Transmission Ownership in a mile of line, shall be represented as a fractional share of the mile.

#### **2.44 Transmission Using Member**

“Transmission Using Member” shall mean a Regular Member that is not a Transmission Owning Member.

#### **2.45 Vice Chair**

“Vice Chair” shall mean the Vice Chair elected by the Board as specified in Section 6.1.

### **3. MEMBERSHIP**

#### **3.1 Membership**

Membership in MAIN is open to any entity that is (a) subject to, or eligible to apply for, an order under Section 211 of the Federal Power Act, 16 U.S.C. § 791a *et seq.*, and all amendments thereto, or (b) a Joint Member on behalf of Designating Entities that meet the foregoing requirements.

#### **3.2 New Members**

An entity meeting the definition of a Member and desiring to become a Member shall submit to the Executive Director an application for membership in such form, and providing such information, as specified by the Board. Such application for membership shall include: (a) a brief description of the Applicant; (b) an indication of whether the Applicant is a Transmission Owning Member or Transmission Using Member and whether it is an End-Use Load Member; (c) information necessary to determine the Applicant’s number of votes; (d) any information required to be submitted by Joint Members by Section 3.4.2; and (e) such additional information as may be required by the Board to incorporate the Applicant into all aspects of MAIN.

### **3.3 Regular Members**

A Member shall be a Regular Member if it meets the requirements of Section 3.1 and (i) has Allocation Megawatt Hours, or (ii) is a Joint Member on behalf of Designating Entities having Allocation Megawatt Hours, or (iii) is a Designating Entity having Allocation Megawatt Hours, or (iv) is an entity which owns or operates transmission facilities in the MAIN Region.

### **3.4 Joint Member**

#### **3.4.1 Joint Membership**

A Designating Entity may become a Member of MAIN through a Joint Member. Except as may otherwise be specified in the Bylaws, a Designating Entity shall be subject to the duties and obligations and shall have the rights of a Regular or Associate Member as applicable.

#### **3.4.2 Application**

An entity desiring to become a Joint Member shall submit a written application to the Executive Director demonstrating that (a) it is eligible for such status, (b) each of its Designating Entities is eligible to be a Designating Entity and has designated the Applicant as a Joint Member on its behalf, and (c) it and each of its Designating Entities agrees to be bound by all applicable provisions of the Bylaws once the Applicant becomes a Joint Member. A Joint Member shall promptly notify the Executive Director in writing of any changes in its Designating Entities, such notification to demonstrate that any added Designating Entity is eligible to be a Designating Entity and has designated the Joint Member to serve as the Joint Member on its behalf.

#### **3.4.3 Participation**

Each Joint Member may participate in meetings of all MAIN Committees or other bodies, and shall do so in place and on behalf of its Designating Entities, through its Representatives as specified in the Bylaws. With respect to provisions of the Bylaws specifying that a Member shall have one vote, each Joint Member shall have one vote. With respect to provisions of the Bylaws specifying weighted voting, a Joint Member shall have the number of votes equal to the aggregate votes which the Designating Entities for that Joint Member would have if the Designating Entities were voting individually as Regular Members. The Designating Entities for a Joint Member shall have no voting rights except through their Joint Member as specified herein. Each Joint Member shall be obligated to pay such fees and dues, or other charges or assessments, as would be applicable in the aggregate to the Designating Entities for that Joint Member if such Designating Entities were participating individually as Members in the activities of MAIN participated in by the Joint Member, except that the financial obligations under Section 3.13 of a Joint Member shall be that of a single Member with respect to any such obligations allocated in equal shares to the Regular Members.

### **3.5 Associate Membership**

An entity that is eligible for membership in MAIN, does not have Allocation Megawatt Hours, and that is subject to the reliability standards of another NERC Regional Reliability Council may become an Associate Member. Each Associate Member shall receive notice of the meetings of all MAIN Committees or other bodies on the same basis as

a Regular Member, and may participate in such meetings through a Representative as permitted by the Bylaws, but shall have no vote.

### **3.6 Review of Applications**

(a) Within fifteen (15) days of the receipt by the Executive Director of an application for membership or a Member's proposed change in membership category pursuant to Section 3.7, the Executive Director shall notify all Members of the receipt and nature of such application and shall forward the application to the Administrative Committee. The Executive Director may, and upon the request of any Regular Member made within thirty (30) days of the foregoing notification shall, require a Member or Applicant to submit such additional information as the Executive Director shall deem warranted to demonstrate eligibility for membership or a membership category.

(b) Not later than thirty (30) days after completion of the foregoing process, the Administrative Committee shall approve any application which it determines complies with the requirements of the Bylaws and shall designate the membership category or categories in which the Member is to participate, or shall refer the application to the Board.

(c) If the Administrative Committee refers an application to the Board, the Board may request the applicant to provide additional information as it may deem appropriate, and shall approve or deny the application according to procedures adopted by the Board.

(d) An Applicant shall become a Member, or a Member's new membership category or classification shall become effective, upon approval of the application by the Administrative Committee or by the Board.

### **3.7 Change in Membership Categories**

No more frequently than once each Fiscal Year, a Member may propose a change in its designated identification as an End-Use Load Member or as a Transmission Owning Member or Transmission Using Member, by submitting a written request to the Executive Director demonstrating its eligibility for, and stating its willingness to abide by all obligations pertaining to, such new designation. The request for a new designation shall be reviewed as specified in Section 3.6.

### **3.8 Regulatory Participants**

A Regulatory Agency may participate in and receive notice of the meetings of the Board and all Committees, and may participate in such meetings through a Representative, but shall have no vote. A Regulatory Agency desiring to so participate shall indicate to the Executive Director in writing the name of its Representative and an address to which notice of meetings may be sent.

### **3.9 Resignation and Withdrawal**

A Regular Member may withdraw from membership by submission of a written notice of withdrawal to the Board. The withdrawal shall become effective 18 months after the submission of the notice, or at such earlier or later time as may be approved by the Board. A Regular Member withdrawing from membership shall continue to be subject to the obligations specified in Section 3.11. Unless a Designating Entity for a withdrawing or terminated Joint Member designates another entity as its Joint Member, such Designating Member shall become an individual Member.

### **3.10 Failure to Comply with Obligations**

(a) If the Board determines that a Member has failed to comply with any of the provisions of the Bylaws or any obligations assumed thereunder, including compliance with any MAIN Guide or other reliability standard or requirement adopted pursuant to the Bylaws, the Board shall give written notice to such Member specifying such failure to perform or lack of compliance, and affording the Member a reasonable period to perform or come into compliance. In accordance with such notice, the Board shall review the conduct of such Member and if its failure to perform or comply continues beyond the period specified above, the Board may thereupon impose such sanctions or other remedies as have been established by the Board and are appropriate in the circumstances.

(b) If a member continues to fail to comply with any of the provisions of the Bylaws or any obligations assumed hereunder, the Board may suspend in whole or in part the rights of such Member to participate in or benefit from MAIN activities, including suspension of the Member's right to vote. Suspended Members shall continue to be liable for all applicable dues, fees, assessments, or other charges. The Board shall cause notice of the suspension of a Member to be delivered to all Members. The suspension of a Member shall be effective on the date specified by the Board in such notice. The period of such suspension shall continue until either (i) the Board determines that the suspended Member has come into compliance or is prepared to comply with its reliability obligations and the other provisions of the Bylaws, or (ii) the Members determine that the Member's continued failure to perform or comply warrants termination of its membership.

(c) A terminated Regular Member shall be readmitted to membership only upon demonstration that it has cured the deficiencies that led to its termination, complied with all applicable sanctions, and is ready, willing and able to abide by all provisions of the Bylaws and all obligations assumed thereunder. The provisions of this Section shall not limit the right of any other Member to enforce the rights and obligations established pursuant to the Bylaws.

### **3.11 Obligations on Suspension, Withdrawal or Termination**

#### **3.11.1 Stability and Reliability**

If the Board determines upon suspension, withdrawal or termination of a Member that any of the transmission or generation facilities of that Member are required for the continuing stability and reliability of the interconnected systems of the remaining Members, such suspended, withdrawing or terminated Member shall continue to be subject to all MAIN reliability requirements otherwise applicable to such facilities for as long as such Member continues to be directly interconnected with the system of any Member, and the facilities of the suspended, withdrawing or terminated Member remain in the MAIN Region, unless such suspended, withdrawing or terminated Member has become subject to the requirements of another Regional Reliability Council. Each Member specifically acknowledges its continuing obligation to comply with the foregoing reliability obligations and that such obligations shall continue notwithstanding that the Member's rights under the Bylaws have been suspended or terminated or that the Member has withdrawn from MAIN.

#### **3.11.2 Financial Obligations**

A withdrawing or terminated Member shall continue to fulfill any ongoing or previously incurred financial obligations under the Bylaws as determined by the Board. Any

suspended Member shall continue to be obligated to pay any dues, fees, or other charges assessed to it, including if appropriate, those expenses incurred prior to or during its period of suspension pursuant to the terms of the Bylaws.

### **3.12 Transferability of Interest**

A Regular or Associate Member may not give or otherwise transfer its membership, except to a successor that becomes a Member, and provided that the successor continues to meet its predecessor's obligations.

### **3.13 Financial Obligations of Members**

(a) The Board shall fix an amount to be paid equally by each Associate Member as annual dues.

(b) The Board may authorize MAIN to charge Associate Members or non-Members a user fee or other reasonable charge for provision of a service.

(c) Each Regular Member shall pay \$6,000.00 of the Reliability Council Expenses, or such fixed amount as determined by the Board. In addition, the annual dues which are paid by Associate Members shall be credited to Reliability Counsel Expenses. All remaining Reliability Council Expenses shall be paid by the Regular Members. Each Regular Member's share of such remaining Reliability Council Expenses shall be in proportion to the ratio of the Regular Member's Allocation Megawatt Hours to the total of all Regular Members' Allocation Megawatt Hours.

(d) Special Project Expenses may be authorized from time to time by the Board for such purposes as the Board shall deem appropriate and that are consistent with the purposes of MAIN. Assessment of a Special Project Expense shall require the approval of a Bicameral Simple Majority of the Regular Members to which the expense is to be assessed.

(e) MAINnet Expenses shall be allocated to MAINnet Regular Members and to any Members which participate in MAINnet, who shall pay for the cost of a MAINnet terminal at its own location(s). The remaining MAINnet costs shall be allocated as follows:

- i) Fifty percent shall be allocated on a per capita basis among the MAINnet Regular Members and any other participating members;
- ii) Sixteen and two-thirds percent shall be allocated on the basis of each MAINnet Regular Member's non-coincident peak load, as a percentage of the total of all MAINnet Regular Members' non-coincident peak loads, during the twelve months ending September 30;
- iii) Sixteen and two-thirds percent shall be allocated on the basis of each MAINnet Regular Member's generating capacity as a percentage of the total of all MAINnet Regular Members' generating capacity, as of September 30; and
- iv) Sixteen and two-thirds percent shall be allocated on the basis of each MAINnet Regular Member's transmission plant (100 kV and above) expressed in kilovolt-miles as a percentage of the total of all MAINnet Regular Members' transmission plant expressed in kilovolt-miles, as of September 30.

(f) MAIN Operating Expenses shall be the expenses of MAIN other than Reliability Expenses, Special Project Expenses, MAINnet Expenses, or expenses offset by fees or other sources of revenue as approved by the Board. Subject to the provisions of Section 3.4.3, the MAIN Operating Expenses authorized by the Board and approved by the End-Use Load Members shall be paid by each End-Use Load Member in an amount determined by the ratio of (a) its system peak during each 12 month period ending September 30, as compared to (b) the total of the system peaks of all End-Use Load Members during such period for such sales. Approval of MAIN Operating Expenses shall require a vote of the End-Use Load Members acting by a two-thirds majority of votes weighted in accordance with the ratios of system peaks specified above and a two-thirds majority of the individual End-Use Load Members. The determination of the ratios specified above shall be made as of each January 1 for the following calendar year.

### **3.14 Powers and Duties of the Members**

The Members shall have the following powers and duties, with action taken by the Members satisfying the voting requirements of Section 4.8:

- (a) Elect Directors and members of Representative Committees as specified in Section 7.8;
- (b) Provide policy or other guidance to the Board as the Members may deem appropriate;
- (c) Terminate, as appropriate, the membership of any Member suspended pursuant to Section 3.10 for continued failure to comply with the Bylaws or any MAIN Guide, standard, requirement, sanction, remedy or other obligation adopted pursuant to or incorporated by the Bylaws, including all applicable reliability obligations;
- (d) Approve or modify, as the Members may deem appropriate, the Reliability Council Expense budget proposed by the Board;
- (e) Pursuant to Section 4.11, review actions of the Board and affirm, modify or rescind, as it may deem appropriate, any action or decision of the Board; and
- (f) Adopt amendments to the Bylaws as the Members may deem appropriate.

### **3.15 Obligations of the Members**

Each Member shall have the following obligations:

- (a) Comply with NERC standards and requirements for electric system reliability;
- (b) Comply with all applicable MAIN Guides, and other reliability standards and requirements, or sanctions and remedies, approved by the Board;
- (c) Present and review with MAIN all plans and operating practices affecting the reliability and adequacy of the bulk power supply in the MAIN Region, with the objective of maintaining the reliability and adequacy of such supply;
- (d) Provide personnel to participate in MAIN activities on a scale which takes into account the size and resources of the Member and the relationship of the particular activity in question to its system;

(e) To enable MAIN and its Committees, subcommittees, or other bodies created pursuant to the Bylaws to carry out their tasks, but subject to such provisions for the protection of confidential or proprietary information as may be adopted by the Board, furnish such studies and data as a Committee, subcommittee, or other body shall reasonably request, including but not limited to technical studies of system performance, and data on current and projected loads, scheduled transactions, system equipment capabilities, capability margins, spinning reserves, relay settings controlling major facilities, communication facilities, recording facilities, and operating procedures;

(f) Provide the name and mailing address of the Member's Representative to the Executive Director, and appoint an employee or agent to receive notices of meetings and information regarding each Representative Committee; and

(g) Comply with the provisions of the Bylaws and any obligations assumed thereunder, including, but not limited to the financial obligations specified in Section 3.13.

### **3.16 Standards or Requirements of Other Regional Reliability Councils**

(a) Members shall not be required to conform to any MAIN Guide, requirement or standard that conflicts with reliability standards or requirements of a Regional Reliability Council with which such Member is obligated to comply with respect to that Member's conduct of its operations within the geographic area encompassed by such other Regional Reliability Council; provided, however, that all Regular Members shall comply with all MAIN Guides, requirements or standards applicable to their operations within the MAIN Region, notwithstanding any obligation to comply with any standards or requirements of any Regional Reliability Council applicable to their operations in areas outside of the MAIN Region.

(b) Subject to the obligations of Regular Members as specified in Section 3.15 and this Section, membership in MAIN shall not be deemed to restrict a Member from developing planning and operating arrangements pertaining to bulk power supply, or to comply with regulatory requirements.

## **4. MEETINGS OF THE MEMBERS**

### **4.1 Members' Representatives**

Each Member shall designate, by written notice to the Executive Director, a Representative to participate in meetings of the Members. A Member whose Representative is unable to attend a meeting of the Members may designate by notification to the Executive Director a substitute to participate and vote in the place of the Representative, or may give its written proxy to another Member's Representative as provided in Section 4.14.

### **4.2 Annual Meeting**

The Members shall hold an Annual Meeting each Fiscal Year. The Annual Meeting of the Members for the election of the Board and the transaction of any other proper business shall be held on the Friday before Thanksgiving of each year at 9:30 a.m., or at such other time specified by the Board.

### **4.3 Special Meetings**

Special meetings of the Members may be called by the Chair, and shall be called by the Chair upon the request of Regular Members that represent 25% or more of the total Adjusted Weighted Votes of all Regular Members, or 25% of the Individual Votes of Regular Members, at the time the request is made.

### **4.4 Notice of Meeting**

Written notice stating the place, day and hour of the Annual Meeting or a special meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered by mail, courier service, telegram, fax, telex, or other reliable electronic means, not less than 5 nor more than 60 days before the date of the meeting, or in the case of a meeting to consider removal of one or more Directors, or any matter specified in Section 4.12, not less than 20 nor more than 60 days before the date of the meeting, by or at the direction of the Chair or the Secretary, or the officer or persons calling the meeting to the designated Representative of each Regular Member and Associate Member of record. If notice is given by telegram, such notice shall be deemed to have been delivered when the telegram is delivered to the telegraph company. If notice is given by fax or telex, such notice shall be deemed to have been delivered when the telex message is delivered to the telex operator or the fax successfully transmitted. If mailed, such notice shall be deemed to have been delivered when deposited in the United States mail, postage prepaid, directed to the Member's Representative at such address as it appears on the records of MAIN. When a meeting is adjourned to another time or place, notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken unless otherwise required by law.

### **4.5 Waiver of Notice**

A waiver in writing signed by the person or persons entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Attendance at any meeting shall constitute waiver of notice thereof unless the person at the meeting objects to the holding of the meeting because proper notice was not given.

### **4.6 Place of Meeting**

The Board may designate the place of meeting for any Annual Meeting or special meeting of the Members. In the absence of any such designation, the place of meeting shall be the principal place of business of MAIN.

### **4.7 Quorum**

(a) The presence in person or by proxy of Representatives or their designated substitutes able to vote more than 50% of the total number of the Adjusted Weighted Votes shall constitute a quorum for the conduct of business by the Members. The additional presence in person or by proxy of Representatives or their designated substitutes able to vote more than 50% of the total number Individual Votes shall be required to constitute a quorum for consideration of any matter requiring a Bicameral vote.

(b) The presence in person or by proxy of Representatives or their designated substitutes of more than 50% of the Transmission Owning Members and more than 50% of the Transmission Using Members shall be required to constitute a quorum for consideration of any matter requiring a vote by such Members.

(c) At an adjourned meeting at which a quorum is present or represented, any business may be transacted which might have been transacted at the original meeting, unless otherwise required by law. Absence of Representatives or their designated substitutes or proxies from a meeting sufficient to cause the number of votes present or being represented at the meeting to go below the duly constituted requirement for a quorum shall cause a failure of a quorum at the meeting, except as to actions already taken at which a duly constituted quorum was present.

(d) If a vote is required only of Members to which a Special Project Expense will be assessed or allocated, the presence in person or by proxy of Representatives or their designated substitutes able to vote more than 50% of the total number of the Adjusted Weighted Votes, and more than 50% of the total Individual Votes, of the Members to be assessed or allocated shall constitute a quorum.

(e) If a vote is required only of End-Use Load Members to approve MAIN Operating Expenses, the presence in person or by proxy of Representatives or their designated substitutes able to vote more than 50% of the total number of the votes of End-Use Load Members weighted by system peaks as specified in Section 3.13((f)), and more than 50% of the total Individual Votes of the End-Use Load Members, shall constitute a quorum.

#### **4.8 Manner of Acting**

Unless a different voting requirement is specified in the Bylaws, the Members shall act by a Bicameral Simple Majority. Repeal of the Bylaws, adoption of any amendment to or alteration of all or any portion of the Bylaws other than those specified in Section 4.12, adoption of new Bylaws, or termination of a Member, shall require a Bicameral Supermajority. Action on review of a decision of the Board, as provided by Section 4.11 herein, shall require a Bicameral Supermajority. Approval or adoption of any measure that will materially affect access to or use of transmission facilities in the MAIN Region shall require two-thirds of the Individual Votes of the Transmission Owning Members voting and two-thirds of the Individual Votes of the Transmission Using Members voting, each such Member having one vote.

#### **4.9 Presiding Officers**

The Chair shall preside at meetings of the Members, and shall have the power to call meetings of the Members and to exercise such other powers as are specified in the Bylaws. The Vice Chair shall preside at meetings of the Members in the absence of the Chair.

#### **4.10 Adjusted Weighted Votes**

Adjusted Weighted Votes shall be calculated as of each January 1 for the following calendar year on the basis of each Regular Member's assessed Reliability Council Expenses as a percentage of the total of all Regular Members' Reliability Council Expenses.

#### **4.11 Review of Board**

(a) Upon a request from any three or more Regular Members, the Members shall review, and acting by Bicameral Supermajority may modify, rescind, or affirm, or take such other action as they may deem appropriate with respect to, any action or decision of the Board; provided, however, that the action or decision of the Board shall go into effect as adopted by the Board unless and until modified or rescinded by the Members.

(b) The Executive Director shall be immediately notified of any action or decision by the Board, including action upon a request for reconsideration, and shall mail or distribute electronically written notice thereof to the Representative of each Member designated pursuant to Section 4.1 and to each Regulatory Participant prior to the end of the seventh day following the meeting of the Board at which such action was taken or decision was made.

(c) Any Regular Member may request the Board to reconsider any action or decision; provided, however, that any request for reconsideration must be delivered to the Executive Director not more than fifteen (15) days after mailing or distribution of the notice specified above. A request for reconsideration shall not be a prerequisite to requesting review of an action or decision of the Board by the Members.

#### **4.12 Fundamental Actions**

Notwithstanding anything to the contrary contained in the Bylaws, the following actions may be taken by MAIN only if approved by the Members with the affirmative vote of a Bicameral Supermajority at a special meeting or Annual Meeting of Members with proper notice as provided in Section 4.4 hereof:

- (a) An amendment to MAIN's Articles of Incorporation;
- (b) Adoption of any plan of merger of MAIN and another entity or consolidation of MAIN and other entity;
- (c) The sale, lease or exchange of all or substantially all of the property and assets of MAIN;
- (d) Adoption of any plan of dissolution or liquidation;
- (e) Adoption of any plan of conversion relating to the conversion of MAIN into a stock corporation, limited liability company or other form of legal entity;
- (f) The taking of any action which has the purpose or effect of the adoption of any plan or proposal described in subsections (a) through (e) above; or
- (g) Any amendment to this Section 4.12, or Section 1.4, Section 3.10, Section 3.11.1, Section 3.13, Section 4.8, Section 4.11, Section 4.12, Section 4.13 and Section 5.2 of the Bylaws.

#### **4.13 Bicameral Voting**

##### **4.13.1 Bicameral Simple Majority**

A Bicameral Simple Majority shall require the concurrence of (a) Representatives whose combined Individual Votes are greater than 50 percent of the total Individual Votes of all Representatives present at the meeting and entitled to vote on the issue, and (b) Representatives whose combined Adjusted Weighted Votes are greater than 50 percent of the total Adjusted Weighted Votes of all Representatives present at the meeting and entitled to vote on the issue, provided that a bicameral quorum is present.

##### **4.13.2 A Bicameral Supermajority**

A Bicameral Supermajority shall require the concurrence of (a) Representatives whose combined Individual Votes equal or exceed two-thirds of the total Individual Votes of all Representatives present at the meeting and entitled to vote on the

issue, provided that the number of concurring Individual Votes is equal to or greater than 50% of the total number of Individual Votes of all Representatives entitled to vote on the issue, whether or not present at the meeting, and (b) Representatives whose combined Adjusted Weighted Votes equal to or exceed two-thirds of the total Adjusted Weighted Votes of all Representatives entitled to vote on the issue present at the meeting, provided that number of concurring Adjusted Weighted Votes is equal to or greater than 50% of the total number of Adjusted Weighted Votes of all Representatives entitled to vote on the issue, whether or not present at the meeting.

#### **4.13.3 Substitutes and Proxies**

For purposes of Sections 4.13.1 and 4.13.2, the term “Representative” shall be understood to include designated substitutes and proxies.

#### **4.14 Proxies**

A Member may appoint another Member as its proxy to vote for it at meetings of the Members, by delivering a written appointment signed by the Member’s Representative to the Member so appointed. No proxy shall be valid after the expiration of 11 months from the date thereof unless otherwise provided in the proxy. An appointment of a proxy is revocable by the appointing Member.

### **5. DIRECTORS**

#### **5.1 General Powers and Qualification**

The business and affairs of MAIN shall be managed by or under the direction of its Board. Directors need not be residents of the State of Illinois.

#### **5.2 Composition of the Board**

Directors shall be elected by the Members at their Annual Meeting from among the Representatives designated pursuant to Section 4.1. The Nominating Committee shall present a slate of nominees for open seats to the Members. There shall be twelve (12) Directors on the Board, which shall be constituted and elected as follows:

(a) Two Directors shall be Representatives of End-Use Load Members that are in the uppermost one-third of the End-Use Load Members when ranked by Allocation Megawatt Hours, and shall be elected by such Members on the basis of one vote per Member, such seats on the Board being designated the “Large-Member Seats”;

(b) Two Directors shall be Representatives of End-Use Load Members that are in the lowermost one-third of the End-Use Load Members when ranked by Allocation Megawatt Hours, and shall be elected by such Members on the basis of one vote per Member, such seats on the Board being designated the “Small-Member Seats”;

(c) Two Directors shall be Representatives of End-Use Load Members that are in the middle one-third of the End-Use Load Members when ranked by Allocation Megawatt Hours, and shall be elected by such Members on the basis of one vote per Member, such seats on the Board being designated the “Medium-Member Seats”;

(d) Two Directors shall be Representatives of Regular Members that are not End-Use Load Members and shall be elected by the Regular Members that are not End-Use Load Members on the basis of one vote per Member, such seats on the Board being

designated the “Non-End-Use Load Member Seats”; provided, however, that if there are one or more but less than six Members that are Non-End-Use Load Members, there shall be only one Non-End-Use Load Member Seat, and if there are no Members that are Non-End-Use Load Members there shall be no Non-End-Use Load Member Seat;

(e) Subject to the provisions of subsection ((g)) of this Section, four Directors, or five if there is only one Non-End-Use Load Member Seat, or six if there are no Non-End-Use Load Member Seats, shall be Representatives of any Regular Member, such seats on Board shall be designated as the “At-Large Seats”;

(f) Two At-Large Seats shall be elected by the Regular Members on the basis of a simple majority of Adjusted Weighted Votes, with the remainder to be elected by the Regular Members on the basis of Individual Votes;

(g) The Members shall use their best efforts to elect Representatives to the At-Large Seats such that the Board as a whole will reflect the diversity among the Members in terms of size, type of entity, and geographic location;

(h) At least three of the Directors shall be Representatives of Transmission Owning Members, and at least three Directors shall be Representatives of Transmission Using Members;

(i) If the total number of End-Use Load Members is not divisible by three, then if there is one more End-Use Load Member than the largest number divisible by three, an additional End-Use Load Member will be allocated on the basis of size to the Members voting for the Medium-Member Seats, or if there are two more such End-Use Load Members, one additional End-Use Load Member will be allocated on the basis of size to the Members voting for the Large-Member Seats and one to the Members voting for the Small-Member Seats;

(j) No two or more Directors may be employees or agents of the same Member, or of Members that are Affiliated Entities;

(k) The Members responsible for electing Directors to the Large-Member Seats, the Medium Member Seats, the Small-Member Seats, and the Non-End-Use Load Member Seats shall designate persons to fill those seats sufficiently in advance of the Annual Meeting of the Members to enable the Nominating Committee to prepare a slate of nominees for the At-Large Seats on the Board; and

(l) The Executive Director shall attend and participate in meetings of the Board but shall not have a vote.

### **5.3 Terms of Directors**

Directors shall serve for terms of three years. Any vacancies on the Board may be filled by the Board on an interim basis until the next meeting of the Members.

### **5.4 Quorum of Directors**

Nine Directors having the power to vote shall constitute a quorum for the transaction of business at any meeting of the Board; provided, however, that if a quorum is not in attendance at a meeting, a majority of the Directors present may adjourn the meeting at any time without further notice, and determine the time and place at which the meeting shall resume, unless otherwise required by law.

## **5.5 Manner of Acting**

Each Director shall have one vote. Subject to the quorum requirements of Section 5.4 any action taken by the Board shall require the affirmative vote of two-thirds of the Directors present and voting; provided, however, any action, determination or recommendation materially affecting access to or use of transmission facilities in the MAIN Region shall instead require the votes of two-thirds of the Directors that are Representatives present and voting of each of the Transmission Owning Members and the Transmission Using Members in attendance.

## **5.6 Removal of Directors.**

A Director may be removed by a vote of the group of Members eligible to vote for that Director in accordance with the voting requirements for electing the removed Director. A Director who is an agent or employee of a Member that has been suspended by the Board shall be considered removed at the time such action is taken.

## **5.7 Regular Meetings**

The Board shall hold an annual meeting and at least one regular meeting approximately six months after its annual meeting, and may hold such other regular meetings as the Board may decide. The annual meeting of the Board shall be held immediately after, and at the same place as, the Annual Meeting of the Members. The time, place and manner of regular meetings shall be specified by the Chair. The meetings of the Board shall be open to the Members and Regulatory Participants.

## **5.8 Special Meetings**

Special meetings of the Board may be called by the Chair, and shall be called by the Chair at the request of three or more Directors. The Chair shall fix the time and place for special meetings.

## **5.9 Notice of Meetings**

The Chair shall give not less than twenty-four hours' (or if sent by mail, not less than seventy-two hours) notice by mail, telephone, courier service, telegram, fax, telex, or other reliable electronic means of all meetings of the Board, provided that notice need not be given of the annual meeting or of regular meetings held at times and places fixed by resolution of the Board. Notice shall be given to individuals designated by Members or Regulatory Participants as provided to the Executive Director. Attendance of a Director at any meeting shall constitute a waiver of notice of such meeting except if a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting. If notice is given by courier service or telegram, such notice shall be deemed to have been delivered when the notice is delivered to the courier service or the telegram is delivered to the telegraph company. If notice is given by fax or telex, such notice shall be deemed to have been delivered when the telex message is delivered to the telex operator or the fax successfully transmitted. If mailed, such notice shall be deemed to have been delivered when deposited in the United States mail, postage prepaid, directed to the Member's Representative at such address as it appears on the records of MAIN. When a meeting is adjourned to another time or place, notice need not be given of the adjourned

meeting if the time and place thereof are announced at the meeting at which the adjournment is taken unless otherwise required by law.

#### **5.10 Informal Action by Directors**

Any action required by the Illinois General Not-for-Profit Corporation Act of 1986 to be taken at a meeting of the Board, or any other action which may be taken at a meeting of the Board, may be taken without a meeting if every Director entitled to vote delivers to the Secretary a signed written consent setting forth the action to be taken. The action taken shall be effective when all such Directors have submitted their signed consents, unless a different effective date is specified by the Board.

#### **5.11 Powers and Duties of the Board**

In fulfillment of its duty to manage and direct the business and affairs of MAIN subject to the provisions of the Bylaws, the Board shall carry out or cause to be carried out, in accordance with the provisions of the Bylaws, the following responsibilities:

- (a) Supervise and oversee all matters pertaining to, and all activities of, MAIN;
- (b) Approve MAIN Guides, and other standards, requirements or guidelines as appropriate to ensure safe and reliable operation of the electric power supply system in the MAIN Region;
- (c) Establish appropriate sanctions or other remedies for the failure of a Member to comply with the provisions of the Bylaws or any obligation assumed thereunder, including, but not limited to obligations imposed by any MAIN Guide or other reliability standard or requirement adopted by the Board;
- (d) Elect the Chair, Vice Chair and other officers of MAIN;
- (e) Maintain a list of Members and the Allocation Megawatt Hours reported by each Member, and establish each Member's number of Adjusted Weighted votes;
- (f) Establish standards and procedures for determining Allocation Megawatt Hours;
- (g) Direct, review, modify, and ratify, as it may find appropriate, actions of the Engineering, Operating, and Administrative Committees;
- (h) Exercise responsibility for representation of MAIN's interests in regulatory and other legal proceedings;
- (i) Approve or disapprove membership applications to MAIN, or changes in membership categories, if referred by the Administrative Committee;
- (j) Designate entities as not Affiliated Entities entities that would otherwise be considered Affiliated Entities under the Bylaws if the Board determines that the interests of the entities are sufficiently divergent that separate representation in MAIN is warranted;
- (k) Suspend the membership of any Member in accordance with the provisions of the Bylaws;
- (l) Appoint the representatives of MAIN to the NERC Board of Trustees;
- (m) Submit a report of its activities to the Members at the Annual Meeting;

(n) With the exception of those Committees the members of which are elected by the Members, appoint the members of Committees, task forces and other bodies as it shall deem appropriate;

(o) Form such committees of the Board, or committees, task forces or other bodies of the Members as it shall deem appropriate.

(p) Ensure that MAIN conducts appropriate liaison activities with other Regional Reliability Councils or groups responsible for setting standards or requirements for electric system reliability;

(q) Allocate or assess expenses as Reliability Council Expenses, Special Project Expenses, MAINnet Expenses, MAIN Operating Expenses, or as another type of expense, and prepare budgets for approval by the Members;

(r) Subject to approval of budgets by the Members as provided in Section 3.14((d)), authorize reimbursement of reasonable expenses incurred in connection with attendance of voting members at meetings of the Board, Committees, subcommittees, or other bodies, and set a per diem or other limits on the expenses to be reimbursed as it may deem appropriate;

(s) Select the Executive Director;

(t) Adopt such rules, policies, principles, procedures, standards or requirements, consistent with the provisions of the Bylaws, as may be necessary or appropriate for the conduct of the affairs of MAIN; and,

(u) Perform such other duties and responsibilities as may be delegated to the Board or by the General Not For Profit Corporation Act of Illinois, subject to any limitation therein provided in the Bylaws.

## **5.12 Deleted**

# **6. OFFICERS**

## **6.1 Officers**

The officers of MAIN shall be a Chair, a Vice Chair, a Secretary, an Executive Director, and such other officers as the Board may designate. The officers shall be elected by the Board at the annual meeting of the Board, and shall serve from the close of the annual meeting at which they are elected until the succeeding annual meeting of the Board, or until a successor has been duly elected. Any vacancies in an officer position may be filled by the Board on an interim basis until the next annual meeting of the Board. The Chair and Vice Chair shall be elected from among the Directors.

## **6.2 Duties**

### **6.2.1 The Chair**

The Chair shall be the Chief Executive Officer and President of MAIN and shall preside at meetings of the Board, and of the Members as specified in Section 4.9. The Chair shall call and provide notice to the Members of meetings of the Board and exercise

such other powers as are specified in the Bylaws or authorized by the Board. No person shall serve more than two consecutive terms as Chair.

#### **6.2.2 The Vice Chair**

The Vice Chair shall preside at meetings of the Board if the Chair is incapacitated or absent. The Vice Chair shall exercise such other powers as are delegated by the Chair. No person shall serve more than two consecutive terms as Vice Chair.

#### **6.2.3 The Secretary**

The Secretary shall keep or cause to be kept minutes of meetings of Members and of the Board, shall give or cause to be given notice of meetings of Members and of the Board, shall maintain the records of MAIN, and shall have such other duties as may be prescribed by the Board.

#### **6.2.4 The Executive Director**

The Executive Director shall be responsible, subject to the direction and supervision of the Board, for managing the day-to-day business and affairs of MAIN, including direction of the staff and of the activities of the coordination center, and the coordination and support of the activities of the various Committees and other bodies of MAIN. The Executive Director shall assume such other responsibilities as directed by the Board, and shall maintain liaison with NERC and other coordinating, regulating and similar groups as appropriate.

## **7. COMMITTEES**

### **7.1 Planning Committee**

Subject to direction, approval and ratification by the Board, the Planning Committee shall undertake all such activities relating to system or facility planning as will contribute to electric service reliability and adequacy through system studies and the coordination of long range plans developed by members of MAIN individually or as part of subregional, statewide, interregional or multiparty groups, including but not limited to:

(a) Monitor compliance with MAIN Guides or other standards, requirements or guidelines adopted by the Board relating to system or facility planning;

(b) Recommend such changes, as it shall deem appropriate, to the procedures for compliance with MAIN Guides relating to system planning and system reliability;

(c) Recommend sanctions or other remedies for the enforcement of MAIN Guides and other reliability standards or requirements;

(d) Conduct current and future regional transmission system simulation studies for normal and emergency system conditions;

(e) Review and recommend such changes as it shall deem appropriate to MAIN and NERC planning policies, guides, and criteria in order to provide guidance to Members in planning their interconnected electric systems;

(f) Conduct studies of required reserve generating capacity for the areas served by the Members;

(g) Review and assess the overall reliability of the MAIN bulk electric system, both existing and planned, to ensure the system conforms to MAIN Guide provisions relating to system planning and system reliability;

(h) Select representative(s) to serve on the NERC Planning Committee;

(i) Provide to the Operating Committee such data and information as may be required for assuring reliable system operation; and

(j) Undertake other tasks as assigned by the Board.

## **7.2 Operating Committee**

Subject to direction, approval and ratification by the Board, the Operating Committee shall undertake all such activities relating to system or facility operation as will aid in coordinating the operating activities of the members of MAIN to maintain reliable and economical electric service, including but not limited to:

(a) Monitor compliance with MAIN Guides or other standards, requirements or guidelines adopted by the Board relating to system or facility operation;

(b) Recommend such changes, as it shall deem appropriate to the procedures for compliance with MAIN Guides relating to system operation;

(c) Recommend sanctions or other remedies for the enforcement of MAIN Guides and other reliability standards or requirements;

(d) Coordinate maintenance for high voltage transmission equipment and generating equipment;

(e) Report scheduled power transfers and evaluate power transfer capability;

(f) Review operating practices, as required, for normal and emergency situations;

(g) Review and recommend such changes as it shall deem appropriate to MAIN and NERC planning policies, guides, and criteria in order to provide guidance to Members for reliable operation in the interconnected electric system;

(h) Conduct liaison among the several coordination and operating centers in the Midwest region;

(i) Select representative(s) to serve on the NERC Operating Committee;

(j) Facilitate real time system monitoring; and

(k) Undertake other tasks as assigned by the Board.

## **7.3 Market Interface Committee**

### **7.3.1 Activities**

Subject to direction, approval and ratification by the Board, the Market Interface Committee shall undertake such activities related to the commercial use of the interconnected bulk power systems of MAIN as will contribute to electric service reliability and adequacy, as well as to the maintenance of an efficient commercial electricity market, including but not limited to:

- (a) Provide a forum for reviewing, assessing and addressing the impact of NERC and MAIN reliability standards, practices and procedures on the commercial electricity market;
- (b) Monitor compliance with MAIN Guides or other standards, requirements or guidelines adopted by the Board relating to the commercial electricity market (e.g. OASIS and Available Transmission Capability indices, etc.);
- (c) Recommend such changes, as it shall deem appropriate, to the procedures for compliance with MAIN Guides relating to the commercial electricity market;
- (d) Recommend sanctions or other remedies for the enforcement of MAIN Guides and other reliability standards or requirements impacting the commercial electricity market;
- (e) Review and recommend such changes as it shall deem appropriate to MAIN and NERC planning and operating policies, guides and criteria in order to provide guidance to Members in managing the provision of transmission service to bulk power system customers;
- (f) Select representative(s) to serve on the NERC Market Interface Committee;
- (g) Provide to the Planning and Operating Committees such data and information as may be required for assuring the reliable planning and operation of the bulk power system;
- (h) Recommend MAIN reliability actions that may facilitate the regional or North American commercial electricity market; and
- i) Undertake other tasks as assigned by the Board.

### **7.3.2 Prohibitions**

The Market Interface Committee shall NOT:

- (a) Discuss and establish the prices of any item such as transmission service, ancillary or interconnected operations services (IOSs), and energy. However, discussions of pricing policies, as they may affect reliability, are appropriate.
- (b) Address commercial issues that do not relate to interconnected bulk electric system reliability.

### **7.4 Dispute Resolution Committee**

The Dispute Resolution Committee shall administer the procedures established by the Board for dispute resolution, including those contained in MAIN Guides. Subject to the approval and ratification of the Board, the Dispute Resolution Committee shall develop procedures for the prompt resolution of controversies between Members or other consenting parties. The Dispute Resolution Committee shall be chosen by the Board and shall have at least four members. The Board shall give due considerations to the geographic and other diversity among the Members in selecting members of the Dispute Resolution Committee.

### **7.5 Administrative Committee**

The Administrative Committee shall act upon applications for membership and monitor, advise and consult on coordination center activities, facilities and procedures. The Administrative Committee shall also undertake other tasks as assigned by the Board. The Administrative Committee shall consist of the chairs of the Representative Committees, and

additional representatives chosen by the Board, which shall give due considerations to the geographic and other diversity among the Members in selecting members of the Administrative Committee.

## **7.6 Nominating Committee**

The Chair shall appoint four members, subject to ratification by the Board, to a Nominating Committee, with one member belonging to each of the Small, Medium, and Large End-Use-Load Member, and Non-End-Use-Load Member categories set forth in Section 5.2((a)) through ((d)). The persons on the Nominating Committee may not be Directors. Each member of the Nominating Committee shall have one vote. The Nominating Committee shall present to the Members at their Annual Meeting a slate of nominees for election to the At-Large Seats on the Board and the Representative Committees, and shall coordinate the selection of candidates to fill the other seats on the Board and the Representative Committees. In the event that nominations are made from the floor by Members in addition to those presented by the Nominating Committee, the Nominating Committee shall assist Members to compose a balanced slate as specified by the Bylaws. The Nominating Committee shall also recommend to the Board nominees for election to other Committees, and shall assist the Board in composing balanced slates as specified by the Bylaws for such other Committees in the event the Board does not accept any of the initial recommendations made by the Nominating Committee.

## **7.7 Committee Procedures**

### **7.7.1 Officers**

Each Committee shall choose a chair and vice chair, and such other officers as the Committee shall deem appropriate. The chair shall preside at meetings of the Committee, and perform such other duties as are specified in the Bylaws or assigned by the Committee. The vice chair shall act in the absence of the chair.

### **7.7.2 Formation of Subcommittees**

A Committee may form subcommittees as it may deem appropriate. Subcommittee voting representatives shall be selected by the responsible Committee, giving due consideration to providing representation on the subcommittee of the range of interests likely to be affected by the actions of the subcommittee, and the technical expertise required by the subcommittee. Representatives on subcommittees need not be members of the Committee forming the subcommittee.

### **7.7.3 Committee Meetings**

Meetings shall be held on the call of the Committee chair in the same manner as meetings of the Board provided in Section 5.9 of the Bylaws. Notice of Committee meetings shall be provided to Committee members, and to designated individuals of Members who do not have a representative on a Committee, in accordance with procedures adopted by each Committee.

### **7.7.4 Quorum and Manner of Acting**

All Representative Committees shall have a quorum of nine members except that if one or more seats on a Representative Committee have remained vacant for more than two months a two-thirds majority of the remaining members of the committee may request

approval from the Board to lower the quorum requirement to eight members if there is one open position or seven members if there are two or more open positions. All other Committees shall have a quorum of two-thirds of the members of the Committee. Subject to the quorum requirements, any action by a Committee shall require the affirmative vote of two-thirds of the Committee members in attendance. All Committee actions shall be subject to approval or ratification by the Board in accordance with procedures established by the Board.

### **7.8 Membership of Committees**

(a) Representatives to each Representative Committee shall be elected by the Members at the Annual Meeting in the same number and manner as specified in Section 5.2 for election of the Board, except that Committee representatives need not be elected from among the Representatives designated pursuant to Section 4.1.

(b) The chair and members of each Committee that is not a Representative Committee shall be selected by the Board, or as otherwise specified in the Bylaws.

(c) Members of each Committee shall have adequate technical knowledge and the experience necessary for participation.

(d) A Member and its Affiliated Entities may not have more than one employee or agent serve on the same Committee.

(e) Representatives elected to a Representative Committee shall serve for terms of two years. A Member or Affiliated Entities may not have a Representative on a Representative Committee for more than two consecutive terms, provided, however, that if there is an insufficient number of candidates nominated in any category for any representative committee vacancy(ies), this restriction may be waived upon recommendation of the Nominating Committee and approval by the Board of Directors.

(f) A Committee member may resign at any time by written notice to the Board, or the Committee chair. The resignation shall be effective on the date it bears or its designated effective date.

(g) Any vacancies on a Committee may be filled by that Committee on an interim basis until the next meeting of the Board.

(h) A Representative elected to a Representative Committee who is unable to attend a meeting may designate as an alternate for that meeting any officer, employee or agent of a Regular Member that is in the same group specified in Section 5.2 as the Representative's Member, except that a Representative filling an At-Large Seat may designate an officer, employee or agent of any Regular Member. Designation shall be made by providing notice to the chair, or the person presiding at the meeting in the absence of the chair, by any means by the representative elected, at any time prior to the commencement of the meeting.

## **8. OFFICES**

### **8.1 Registered Office**

MAIN shall continuously maintain a registered office in the State of Illinois which may, but need not be, the same as its place of business, and a registered agent whose business office is identical with such registered office.

### **8.2 Other Offices**

MAIN may also have offices at such other places, both within and without the State of Illinois, as the Board may from time to time determine or the business of MAIN may require.

## **9. LIMITED LIABILITY OF DIRECTORS AND OFFICERS; INDEMNIFICATION BY MAIN**

### **9.1 Limited Liability of Directors and Officers**

No Director or officer serving without compensation, other than reimbursement for actual expenses, shall be liable, and no cause of action may be brought, for damages resulting from the exercise of judgment or discretion in connection with the duties or responsibilities of such Director or officer unless the act or omission involved willful or wanton conduct. The Directors and officers of MAIN shall be entitled to such other limitations on liability as may be provided for pursuant to the Illinois General Not For Profit Corporation Act of 1986.

### **9.2 Indemnification of Corporation**

(a) MAIN shall indemnify any person who was or is a Party, or is threatened to be made a Party to any Proceeding (other than an action by or in the right of MAIN) by reason of the fact that a Party is or was a Director, officer, employee or agent of MAIN, or who is or was serving at the request of MAIN as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses, including counsel fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by a Party in connection with a Proceeding, if a Party acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of MAIN, and with respect to any criminal action or Proceeding, had no reasonable cause to believe his or her 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 Party did not act in good faith and in a manner which the Party reasonably believed to be in or not opposed to the best interests of MAIN or, with respect to any criminal action or Proceeding, that the Party had reasonable cause to believe that his or her conduct was unlawful.

(b) MAIN shall indemnify any person who was or is a Party, or is threatened to be made a Party to any threatened, pending or completed action or suit by or in the right of MAIN to procure a judgment in its favor by reason of the fact that such Party is or was a Director, officer, employee or agent of MAIN, or is or was serving at the request of MAIN as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses, including counsel fees, actually and reasonably incurred by a Party in connection with the defense or settlement of such action or suit, if a Party acted in good faith and in a manner the Party reasonably believed to be in, or not

opposed to, the best interests of MAIN, provided that no indemnification shall be made in respect of any claim, issue or matter as to which a Party shall have been adjudged to be liable for negligence or misconduct in the performance of his or her duty to MAIN, unless, and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of Liability, but in view of all the circumstances of the case, a Party is fairly and reasonably entitled to indemnity for expenses, including counsel fees, as the court shall deem proper.

(c) To the extent that a Director, officer, employee or agent of MAIN has been successful, on the merits or otherwise, in the defense of any action, suit or Proceeding referred to in subsections ((a)) and ((b)) of this Section, or in defense of any claim, issue or matter therein, such Party shall be indemnified against expenses (including counsel fees) actually and reasonably incurred by the Party in connection therewith.

(d) Any indemnification under subsections (b) and (c) of this Section (unless ordered by a court) shall be made by MAIN only as authorized in the specific case, upon a determination that indemnification of the Director, officer, employee or agent is proper in the circumstances because he or she has met the applicable standard of conduct set forth in subsections (b) or (c) of this Section. Such determination shall be made (1) by the Board by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or Proceeding, or (2) if such a quorum is not obtainable, or even if obtainable, if a quorum of disinterested Directors so directs, by independent legal counsel in a written opinion, or (3) by a simple majority the Adjusted Weighted Votes of the Members entitled to vote.

(e) Expenses, including counsel fees, incurred in defending a Proceeding shall be paid by MAIN in advance of the final disposition of such action, suit or Proceeding, as authorized by the Board in the specific case, upon receipt of an undertaking by or on behalf of the Director, officer, employee or agent to repay such amount, unless it shall ultimately be determined that the Party is entitled to be indemnified by MAIN as authorized in this Section.

(f) The indemnification provided by this Section shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any Bylaw, agreement, vote of Members or disinterested Directors, or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a Party who has ceased to be a Director, officer, employee or agent, and shall inure to the benefit of the heirs, executors and administrators of a Party.

(g) The provisions of this Section shall be applicable to all Proceedings commenced after the adoption hereof, arising from any act or omission, whether occurring before or after such adoption. No amendment or repeal of this Section shall have any effect on the rights provided under this Section with respect to any act or omission occurring prior to such amendment or repeal. MAIN shall promptly take all such actions, and make all such determinations, as shall be necessary or appropriate to comply with its obligation to make any indemnity under this Section and shall promptly pay or reimburse all reasonable expenses, including counsel fees, incurred by any such Director or officer in connection with such actions and determinations or Proceedings of any kind arising therefrom.

(h) The termination of any Proceeding by judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent, shall not of itself create a presumption

that the Party seeking indemnification pursuant to this Section did not meet the standard of conduct described in subsection ((a)) or ((b)) of this Section.

(i) MAIN may purchase and maintain insurance on behalf of any Party who is or was a Director, officer, employee or agent of MAIN, or who is or was serving at the request of MAIN as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any Liability asserted against such Party and incurred by a Party in any such capacity, or arising out of his or her status as such, whether or not MAIN would have the power to indemnify a Party against such Liability under the provisions of this Section.

(j) If MAIN has paid indemnity or has advanced expenses, including counsel fees, under this Section to a Director, officer, employee or agent, MAIN shall report the indemnification or advance in writing to the Members entitled to vote with or before the notice of the next meeting of the Members entitled to vote.

(k) For purposes of this Section, references to “MAIN” shall include, in addition to the surviving corporation, any merging corporation (including any corporation having merged with a merging corporation) absorbed in a merger which, if its separate existence had continued, would have had the power and authority to indemnify its directors, officers, employees or agents, so that a Party who was a director, officer, employee or agent of such merging corporation, or was serving at the request of such merging corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Section with respect to the surviving corporation as a Party would have with respect to such merging corporation if its separate existence had continued.

(l) For purposes of this Section, references to “other enterprises” shall include employee benefit plans; references to “fines” shall include any excise taxes assessed on a Party with respect to an employee benefit plan; and references to “serving at the request of MAIN” shall include any service as a Director, officer, employee or agent of MAIN which imposes duties on, or involves services by such Director, officer, employee, or agent with respect to an employee benefit plan, its participants, or beneficiaries. A Party who acted in good faith and in a manner he or she reasonably believed to be in the best interests of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner “not opposed to the best interests of MAIN” as referred to in this Section.

(m) The indemnification hereby provided and provided hereafter pursuant to the power hereby conferred by this Section on the Board shall not be exclusive of any other rights to which a Party may be entitled, including any right under policies of insurance that may be purchased and maintained by MAIN or others, with respect to claims, issues or matters in relation to which MAIN would not have the power to indemnify a Party under the provisions of this Section. Such rights shall not prevent or restrict the power of MAIN to make or provide for any further indemnity, or provisions for determining entitlement to indemnity, pursuant to one or more indemnification agreements, Bylaws, or other arrangements (including, without limitation, creation of trust funds or security interests funded by letters of credit or other means) approved by the Board (whether or not any of the Directors of MAIN shall be a Party to or beneficiary of any such agreements, Bylaws or arrangements); provided, however, that any provision of such agreements, Bylaws or other

arrangements shall not be effective if and to the extent that it is determined to be contrary to this Section or applicable laws of the State of Illinois.

(n) Each provision of this Section shall be severable, and an adverse determination as to any provision shall in no way affect the validity of any other provision.

## **10. FISCAL MATTERS**

### **10.1 Fiscal Year**

The fiscal year of MAIN shall begin on January 1 and end on December 31 of each calendar year.

### **10.2 Checks and Drafts**

All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of MAIN shall be signed by such officer or officers, agent or agents of MAIN as the Board shall from time to time designate.

### **10.3 Deposits**

All funds of MAIN not otherwise employed shall be deposited from time to time to the credit of MAIN in such banks, trust companies or other depositories as the Board may select.

### **10.4 Tax and Accounting**

The income, gain, loss, deduction, or credits, if any, of MAIN and assets upon dissolution, shall be allocated to its Members in the same manner as the allocation of MAIN Operating Expenses.

## **11. GENERAL PROVISIONS**

### **11.1 Dispute Resolution**

(a) Any Regular Member may request the Board to review an action of any Committee or a designation by any Member of documents, data or information as confidential. The Board may take such action on any such request as it may deem appropriate.

(b) Any Regular Member may request reconsideration or review of an action of the Board as specified in Section 4.11; provided, however, that assertions as to any final decision or other action of the Board on the following matters shall be resolved in accordance with the dispute resolution procedures established by the Board if the Regular Member making such an assertion does not elect to seek review by the Members:

- i) Assertions that a MAIN Guide or any other rule, principle, procedure, standard or requirement is unduly discriminatory, imposes undue or unreasonable costs or other burdens on the Member, or is otherwise contrary to the Bylaws; or
- ii) Assertions as to compliance or lack of compliance by the Member or another Member with any MAIN Guide or other rule, principle, procedure, standard or requirement adopted by the Board.

(c) Actions or decisions, or failures to act or decide, by the Members as to all matters over which they have responsibility under the Bylaws shall be subject to review, modification or other action only by the Members acting as specified in the Bylaws; provided, however, that assertions by a terminated Regular Member that it was improperly or wrongfully terminated, or assertions by any Regular Member that an action or decision, or failure to act or decide, of the Members (i) is based on an error in fact, (ii) is inconsistent with any provision of the Bylaws, or (iii) is inconsistent with applicable regulatory requirements or other applicable legal standards, shall be resolved in accordance with the dispute resolution procedures established by the Board.

### **11.2 Waiver of Notice**

Whenever any notice of a meeting of the Board, or of a Committee or other body is required to be given by law, the articles of incorporation or the Bylaws, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

### **11.3 Headings**

Section or paragraph headings are inserted herein only for convenience of reference and shall not be considered in the construction of any provision hereof.

### **11.4 Alternative Means of Meeting**

Subject to a preference for meetings in person if practical, meetings of the Board or any Committee, subcommittee or other body established pursuant to the Bylaws may, at the discretion of its chair, be held by any electronic or other means of communication through which all Representatives can simultaneously perceive the oral or other communication of any Representative. Alternatively, subject to the foregoing preference, any of the foregoing entities, other than the Board, may act pursuant to a writing signed by the number of Representatives on the Committee, subcommittee or other body required for the body to take action as specified in the Bylaws at a meeting at which all Representatives were present. In addition, the Chair of the Board or of any Committee, subcommittee or other body may permit one or more Representatives to participate in a meeting via any electronic or other means of communication through which all participants, including those present in person, can simultaneously perceive the oral or other communication of any participant. Any person participating in a meeting as specified in this subsection shall be deemed to be present at the meeting for purposes of quorum or voting requirements. A meeting of the Members may not be held by alternative means to an in-person meeting.

### **11.5 Attendance at Meetings**

A person duly authorized by a Member may participate in a meeting of the Board, or of a Committee, subcommittee or other body, as a non-voting observer. The Board, or a Committee, subcommittee or other body may exclude a non-voting observer or limit the number of non-voting observers by a simple majority vote as it may deem appropriate for the conduct of the business of the body. Notwithstanding any provisions of this Section, a Member shall have the right, subject to appropriate provisions for the protection of confidential or proprietary information, to send its Representative designated in accordance with section 4.1 to participate in any meetings of the Board or other body as a non-voting observer.

## **11.6 Minutes**

The chair of each Committee, subcommittee or other body shall cause accurate and timely minutes of each meeting to be prepared and submitted to the Executive Director. In addition to the Representatives on the Committee, subcommittee or other body, copies of the minutes of each Committee shall be distributed to each Member's Representative and to each Regulatory Participant, and copies of the minutes of subcommittees shall be distributed to the Representatives on the Committee of which it is a subordinate body, and upon request to any other person designated by a Member, or a Regulatory Participant. The Board may distribute minutes by electronic transmittal, including by posting to a designated Internet site.

## **11.7 Confidentiality**

### **11.7.1 Party Access**

(a) Members shall not have a right to receive or review any documents, data or other information of another Member, including documents, data or other information provided to MAIN, to the extent such documents, data or information have been designated as confidential pursuant to the procedures adopted by MAIN or to the extent that they have been designated as confidential by such other Member;

(b) A Member may receive and review any composite documents, data and other information that may be developed based on confidential documents, data or information if the composite does not disclose any individual Member's confidential data or information.

(c) The designation of any document, data or information as confidential by a Member may be appealed to the Board pursuant to Section 11.1.

### **11.7.2 Required Disclosure**

Notwithstanding anything in the foregoing Section to the contrary, if a Member or MAIN is required, in the course of administrative or judicial proceedings or by other legal or regulatory requirement, to disclose information that is otherwise required to be maintained in confidence pursuant to the Bylaws, that Member or MAIN may make disclosure of such information; provided, however, that as soon as the Member or MAIN learns of the disclosure requirement and prior to making disclosure, that Member or MAIN shall notify the affected Member or Members of the requirement and the terms thereof and the affected Member or Members may direct, at its or their sole discretion and cost, any challenge to or defense against the disclosure requirement. The disclosing Member and MAIN shall cooperate with the affected Members to obtain proprietary or confidential treatment of such information by the person to whom such information is disclosed prior to any such disclosure.

## **11.8 Effective Date.**

These revised Bylaws shall become effective as of the date of their adoption by the Members.