

SCHEDULE 14

Transmission Service on the Neptune Line

Pursuant to Section 38 of the Tariff, this Schedule provides the terms and conditions of transmission service on the Neptune Line which is a Merchant Transmission Facility under the Tariff and the PJM Operating Agreement.

1. Definitions

Capitalized terms used and defined in this Schedule 14 shall have the meaning given them under this Schedule. Capitalized terms used and not defined in this Schedule 14 but defined in other provisions of the Tariff shall have the meaning given them under those provisions. Capitalized terms used in this Schedule 14 that are not defined in it or elsewhere in this Tariff shall have the meanings customarily attributed to such terms by the electric utility industry in PJM.

1.1 Neptune Reservation: A right, denoted in Megawatts and for a specified period, to request the withdrawal of energy and capacity from the Transmission System at the Point of Interconnection and submit schedules for transmission service over the Neptune Line on a firm or non-firm basis as set forth in this Schedule 14.

1.1.1 Firm Neptune Reservation: A Firm Neptune Reservation allows a Neptune Transmission Customer to schedule capacity and energy on a firm basis from the Neptune Point of Receipt to the Neptune Point of Delivery.

1.1.2 Non-Firm Neptune Reservation: A Non-Firm Neptune Reservation allows a Neptune Transmission Customer to schedule energy on a non-firm, as available, basis from the Neptune Point of Receipt to the Neptune Point of Delivery.

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1.2 Neptune Transmission Customer: An entity that (i) is an Eligible Customer (or its Designated Agent) that meets the creditworthiness requirements of the Transmission Provider set forth in Attachment Q to this Tariff and is in good-standing with respect to all payments owed under the Tariff and Operating Agreement; (ii) executes a Neptune Service Agreement, the form of which is attached as Exhibit A to this Schedule 14; and (iii) holds a Neptune Reservation.

1.3 Neptune Line: The Neptune Line is a controllable, high voltage, direct current Merchant Transmission Facility that runs undersea between the Raritan River (Sayreville) Substation in Sayreville, New Jersey to the Newbridge Road Substation in Long Island, New York, which was the subject of Commission orders in FERC Docket No. ER01-2099 et al. regarding operation of the line as a merchant transmission facility and as more particularly described in the Interconnection Service Agreement among PJM Interconnection, L.L.C. and Neptune Regional Transmission System, LLC and Jersey Central Power & Light Company a First Energy Company, which was accepted for filing by the Commission in FERC Docket No. ER05-1010.

1.4 Neptune Schedule: The schedule for the transmission of capacity and energy on the Neptune Line pursuant to the terms and conditions of service set forth in this Schedule 14.

1.5 Neptune Transmission Owner: Neptune Regional Transmission System, LLC, its agents, successors or assigns.

1.6 Primary Rights Holder: An entity that has been allocated rights to the use of the transmission capability of the Neptune Line and assigned Firm and Non-Firm Transmission Withdrawal Rights by the Neptune Transmission Owner in accordance with Section 2.1.

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1.7 Point of Interconnection: The Point of Interconnection is as defined in Section 11.1 of the Interconnection Service Agreement among PJM Interconnection, L.L.C. and Neptune Regional Transmission System, LLC and Jersey Central Power & Light Company a First Energy Company, which was accepted for filing by the Commission in FERC Docket No. ER05-1010.

1.8 Neptune Service Agreement: An initial agreement and any amendments or supplements thereto entered into by a Neptune Transmission Customer and the Transmission Provider for transmission service on the Neptune Line under this Schedule 14, the form of which is included as Exhibit A to this Schedule 14.

1.9 Neptune Point of Receipt: The point of receipt is the Raritan River (Sayreville) Substation in Sayreville, New Jersey.

1.10 Neptune Point of Delivery: The point of delivery is the Newbridge Road Substation in Long Island, New York.

2. Allocation of Available Transmission Capability Over the Neptune Line

2.1 Commission Approved Allocation Process: The Neptune Transmission Owner shall allocate the total transmission capability over the Neptune Line pursuant to an allocation process approved by the Commission under FERC Docket No. ER01-2099 et al., as such allocation process may be amended by the Neptune Transmission Owner from time-to-time subject to Commission approval *provided that* the results of such rights allocation process shall be furnished to the Transmission Provider and posted on the OASIS. The allocation of rights to the Primary Rights Holder for the transmission capability of the Neptune Line shall include the allocation of the Firm and Non-Firm Transmission Withdrawal Rights, as applicable, which have

been assigned to the Neptune Transmission Owner pursuant to Section 47 of this Tariff as well as the award of Firm and Non-Firm Neptune Reservations. The allocation of such rights shall be in the megawatt quantity and for the period specified for allocation to parties pursuant to the Neptune Transmission Owner's Commission-approved allocation process. The Primary Rights Holder is the holder of the Firm Transmission Withdrawal Rights for the Neptune Line. In the event that there has been no allocation of Firm Transmission Withdrawal Rights to a Primary Rights Holder, the Neptune Transmission Owner is the holder of such unallocated Firm Transmission Withdrawal Rights.

2.2 Charges for Allocation of Rights by Neptune Transmission Owner to Primary Rights Holder: The charge applicable to the allocation of rights to the Primary Rights Holder pursuant to this section shall be determined pursuant to arrangements between the Neptune Transmission Owner and the Primary Rights Holder in accordance with the process approved by the Commission under FERC Docket No. ER01-2099 et al., as amended by the Neptune Transmission Owner from time-to-time subject to Commission approval. The charge for the allocation of rights to the Primary Rights Holder shall be in accordance with the Commission's authorization for the Neptune Transmission Owner to charge negotiated rates (i.e., rates established pursuant to market mechanisms as recognized for merchant transmission projects and not included in PJM Tariff rates) for the use of transmission capability over the Neptune Line. Agreements between the Neptune Transmission Owner and a Primary Rights Holder for the allocation of rights to a Primary Rights Holder shall be considered Service Agreements under this Schedule 14 and shall be reported by the Neptune Transmission Owner to the Commission through Electronic Quarterly Reports in accordance with Order No. 2001.

[2.3 Transmission Withdrawal Rights Associated with the Neptune Line: The award of Transmission Withdrawal Rights to the Neptune Transmission Owner and any subsequent transfer to the Primary Rights Holder shall be made pursuant to Section 47 of the PJM Tariff. The Transmission Withdrawal Rights solely allow for the withdrawal of capacity and energy at the Point of Interconnection for the Neptune Line and do not provide any priority with respect to the reservation, scheduling, curtailment or interruption of transmission service over the Neptune Line pursuant to this Schedule.](#)

2.4 Transfer of Transmission Withdrawal Rights: Any sale, assignment, conveyance or transfer of a Transmission Withdrawal Right shall be consistent with Section 47.6 of this Tariff and any terms and conditions agreed upon between the Neptune Transmission Owner and the Primary Rights Holder.

3. Neptune Reservations

3.1 Effect of a Neptune Reservation: A Neptune Reservation is a prerequisite to scheduling capacity and/or energy on the Neptune Line. A holder of a Neptune Reservation may submit offers to schedule capacity and/or energy from the Transmission System at the Point of Interconnection over the Neptune Line.

3.2 Recallability: A Non-Firm Neptune Reservation released pursuant to Section 3.7 is recallable by a holder of a Firm Neptune Reservation that has retained the right of recall until the deadline posted on the OASIS which shall be based on the time necessary for submittal of energy bids to meet installed capacity obligations in the New York Control Area. The procedures and prerequisites for the exercise of recall rights are set forth in Section 4.2.2.

3.3 Term of Service

3.3.1 Firm Neptune Reservation: The minimum term of a Firm Neptune Reservation shall be one day and the maximum term shall be equal to the term of agreement allocating rights to the capability of the Neptune Line pursuant to Section 2.1 of this Schedule.

3.3.2 Non-Firm Neptune Reservation: Non-Firm Neptune Reservation will be available for periods ranging from one hour to one month.

3.3.3 Limitations. An Eligible Customer holding a Firm or Non-Firm Neptune Reservation may not submit a request for scheduling of capacity and energy over the Neptune Line that exceeds the period or MW amount of its Neptune Reservation.

3.4 Acquisition of Neptune Reservations: Firm and Non-Firm Neptune Reservations are initially allocated to the Primary Rights Holder pursuant to Section 2.1. Third parties may acquire Firm or Non-Firm Neptune Reservations through: (i) through assignment pursuant to Section 3.5 of this Schedule or (ii) voluntary or default release [through a secondary market operated through the OASIS in accordance with Section 3.7 of this Schedule.](#)

3.5 Assignment of a Neptune Reservation: The holder of a Neptune Reservation may separately assign its Neptune Reservation to third parties *provided* that notice of such assignment is provided to the Transmission Provider with such information posted on the OASIS. Subject to Commission approval of any necessary filings, a holder of a Neptune Reservation may sell, assign, or transfer all or a portion of its rights, but only to another Eligible Customer (the Assignee). The holder of a Neptune Reservation that sells, assigns or transfers its

rights is hereafter referred to as the Reseller. Where the Reseller is assigning a Firm Neptune Reservation, such assignment shall include the right of recall that can be exercised by the Assignee pursuant to Section 4.2.2 of this Schedule 14. The compensation to the Reseller shall be at rates established by agreement with the Assignee. A Reseller should notify the Transmission Provider as soon as possible after any assignment occurs but in any event, notification must be provided prior to any submission of offers to schedule capacity and energy pursuant to such Neptune Reservation by the Assignee. The Assignee will be subject to all terms and conditions of the Tariff.

3.6 Limitations on Assignment or Transfer of Neptune Reservations: If the Assignee requests a change in the specifications set forth in the original Neptune Service Agreement, the Transmission Provider will consent to such change subject to the provisions of the Tariff, provided that the change does not exceed the rights granted in the original Neptune Reservation and will not impair the operation and reliability of the Neptune Line, the Transmission Provider's Transmission System or a Transmission Owner's generation, transmission, or distribution systems. The Reseller shall remain liable for the performance of all obligations under the Neptune Service Agreement, except as specifically agreed to by the Reseller, the Assignee or the Transmission Provider through an amendment to the Neptune Service Agreement.

3.7 Release of Neptune Reservation: In addition to a bilateral assignment of a Neptune Reservation pursuant to Section 3.5, Neptune Reservations may be released as Available Transmission Capacity (ATC) for acquisition as Neptune Service by third parties using the OASIS. All releases of Neptune Reservations shall be posted on the OASIS.

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3.7.1. Voluntary Releases: A holder of a Neptune Reservation may voluntarily release its Neptune Reservation for acquisition by third parties on a first-come, first-served basis. A holder of a Neptune Reservation shall notify the Transmission Provider of the voluntary release of any Firm Neptune Reservation including the rate to be charged service in accordance with the following deadlines:

(a) *Monthly:* No later than 30 calendar days prior to the first Operating Day of each Month.

(b) *Weekly:* No later than 10 calendar days prior to the first Operating Day of each Week, a holder of a Neptune Reservation shall notify the Transmission Provider of the voluntary release of any Non-Firm Neptune Reservation including the rate to be charged for the Neptune Reservation in accordance with the following deadlines:

(i) *Monthly:* No later than 7 calendar days prior to the first Operating Day of each Month.

(ii) *Weekly:* No later than 5 calendar days prior to the first Operating Day of each Week.

(iii) *Daily:* No later than 13:00 the two business days before the Operating Day.

(iv) *Hourly:* No later than Noon on the day before the Operating Day.

A Neptune Reservation that has posted for voluntary release under this subsection shall be excluded from the default release procedures set forth in subsection 3.7.2.

3.7.2 Default Releases: In the event that a holder of a Neptune Reservation fails to either: (i) submit a request to schedule energy up to the full MW value of its Non-Firm Neptune Reservation by noon (12:00 p.m.) one business day prior to the Operating Day or (ii) voluntarily release its Neptune Reservation pursuant to subsection 3.7.1, then, the difference between the Total Transfer Capability over the Neptune Line in each scheduling hour of the Operating Day and the sum of the valid requests for Neptune Schedules and MW amount of Neptune Reservations voluntarily released on OASIS for such scheduling hour, shall be deemed released and shall be posted on the OASIS by the Transmission Provider as Non-Firm ATC for acquisition by third parties on a first-come, first served basis.

3.7.3 Release Rate: The holder of a Neptune Reservation which is seeking to voluntarily release its Neptune Reservation shall provide to the Transmission Provider the rate to be posted on OASIS and charged for such releases. The Neptune Transmission Owner may provide the Transmission Provider a rate to be posted on OASIS and charged for default releases pursuant to Section 3.7.2. In the event that the Neptune Transmission Owner does not separately provide to the Transmission Provider a rate for default releases, such default releases shall be charged the lowest rate posted on OASIS for voluntary release of Neptune Reservations in the applicable hour.

3.7.4 Character of Service Released: Releases of Neptune Reservations made pursuant to the default release provisions in subsection 3.7.2 do not include the right of recall under Section 3.2 and shall be hourly Non-Firm Neptune Reservations.

3.7.5 Requirements for Acquisition of Neptune Reservations through

Release or Assignment: An Eligible Customer shall be eligible to acquire and hold a Neptune Reservation through an assignment of a Neptune Reservation pursuant to Section 3.5 or release of a Neptune Reservation over OASIS pursuant to Section 3.7 if such entity: (i) has executed a Neptune Service Agreement, the form of which is attached as Exhibit A to this Schedule 14; (ii) meets the creditworthiness requirements of the Transmission Provider set forth in Attachment Q to this Tariff; and (iii) is in good-standing with respect to all payments owed under the Tariff and Operating Agreement.

3.8 Billing and Payment for Neptune Reservations:

3.8.1 Neptune Reservations Allocated to Primary Rights Holders Pursuant to Section 2.1: The billing and payment of rates or charges applicable to the allocation of Firm or Non-Firm Neptune Reservations to the Primary Rights Holder pursuant to section 2.1 shall be determined pursuant to arrangements between the Neptune Transmission Owner and the Primary Rights Holder and not under this Tariff.

3.8.2 Neptune Reservations Acquired Through Bilateral Assignment Pursuant to Section 3.5: The billing and payment of rates or charges applicable to a bilateral assignment of Firm or Non-Firm Neptune Reservations shall be determined pursuant to the arrangements between the assignor and assignee.

3.8.3 Neptune Reservations Acquired Through Voluntary and Default Releases on OASIS Pursuant to Section 3.7: An entity acquiring a Neptune Reservation through a voluntary or default release over the OASIS shall be billed the applicable release rate which is posted on OASIS pursuant to subsection 3.7.3.

The entity acquiring a Neptune Reservation through voluntary or default releases shall make payments to the Transmission Provider in accordance with the terms of the Neptune Service Agreement. The Neptune Transmission Customer shall pay the applicable rate for the MW amount of the Neptune Reservation for each hour regardless of whether such holder submits a schedule for transmission service over the Neptune Line in such hour.

3.9 Payment of Revenues Received: Revenues received from the acquisition of voluntarily released Neptune Reservation shall be paid by the Transmission Provider to the party releasing such Neptune Reservation. Revenues received from the acquisition of Neptune Reservations subject to default release provisions shall be paid by the Transmission Provider to the Neptune Transmission Owner.

4. Neptune Schedules

4.1 Nature of Transmission Service over the Neptune Line: Neptune Schedules shall be requested in accordance with NERC Standards, including requirements relating to E-Tagging and Transmission Line Relief procedures. An entity seeking to schedule use of the Neptune Line must hold a Neptune Reservation for no less than the amount of MWs of service being requested. Deadlines for scheduling the use of the Neptune Line shall adhere to the Transmission Provider's deadlines for scheduling as provided by the Transmission Provider's manuals and consistent with the deadlines for scheduling Point to Point services as described in Part II of the Tariff.

4.2 Submission of Scheduling Requests, Award of Reservations, Curtailment and Interruption of Neptune Schedule:

4.2.1 Submission of Scheduling Requests: An Eligible Customer holding a Neptune Reservation has the right to submit requests for Firm or Non-Firm Neptune Schedules commensurate to the Neptune Reservations held by that entity.

4.2.2 Exercise of Recall Rights: An Eligible Customer holding a Firm Neptune Reservation, that retains the right of recall, may exercise such recall rights by providing notice, until the deadline posted on the OASIS which shall be based on the time necessary for submittal of energy bids to meet any installed capacity obligations in the New York Control Area, to the Transmission Provider that it wishes to exercise its right of recall. The exercise of a recall right pursuant to notice to the Transmission Provider shall immediately act to recall the Neptune Reservation previously released by the Eligible Customer and acquired by a third party under the assignment provisions set forth in Section 3.5 or the release procedures set forth in Section 3.7.

4.3 Scheduling of Capacity and Energy over the Neptune Line: The Transmission Provider shall evaluate all requests to schedule capacity and energy for withdrawal from the Transmission System at the Point of Interconnection based on economic merit order. In the event of a tie within economic merit, a scheduling request made pursuant to a Firm Neptune Reservation shall have priority over a scheduling request made pursuant to a Non-Firm Neptune Reservation. In the case of an economic merit order tie between two or more scheduling requests using a Firm Neptune Reservation, the award of the scheduling reservation shall be on a *pro rata* basis. In the case of an economic merit order tie between two or more scheduling

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requests based on Non-Firm Neptune Reservations, the reservation classification of the Non-Firm Neptune Reservation (Monthly, Weekly, Daily or Hourly) shall then be used as the tiebreaker, with the longer term of Non-Firm Neptune Reservation receiving priority. In the case of a further tie within the sub-category of Non-Firm Neptune Reservations (Monthly, Weekly, Daily or Hourly), the timestamp order of the submission of requests to schedule service over the Neptune Line shall be used as a tie-breaker. A holder of Neptune Reservations is limited in its total capacity and energy schedule for its Neptune Schedule to the higher of either its Firm or Non-Firm Neptune Reservations.

4.4 Limitations on Scheduling Amount: The Neptune Line has a minimum total scheduling requirement of 60 MW at the Neptune Point of Delivery. In the event that the total MW of schedules determined to be in economic merit by the Transmission Provider is less than 60 MW at the Neptune Point of Delivery, all schedules shall be rejected. The Neptune Line has a maximum continuous scheduling capability of the lower of the Total Transfer Capability (“TTC”) set by the Transmission Provider or 660 MW at the Neptune Point of Delivery. In the event that the total MW of schedules determined to be in economic merit by the Transmission Provider is greater than the lower of the TTC or 660 MW at the Neptune Point of Delivery, all schedules above the maximum capability shall be rejected.

4.5 Curtailment or Interruption of Neptune Schedules: In the event that a Curtailment or interruption of Neptune Schedules is required to maintain reliable operation of the Neptune Line and the systems directly and indirectly interconnected with the Neptune Line, any such Curtailment or interruption implemented by the Transmission Provider shall be based upon the priority of the associated Neptune Reservations. For curtailment or interruptions of Neptune

Schedules based on Firm Neptune Reservations will be performed on a *pro rata* basis. Curtailment or interruptions of Neptune Schedules based on Non-Firm Neptune Reservations shall first be based on the Non-Firm Neptune Reservation classification (i.e., Monthly, Weekly, Daily, Hourly) with the longer term of Non-Firm Neptune Reservation receiving priority. In the case of a tie within the Non-Firm Neptune Reservation classifications, the time stamp order of the submission of valid bids/offers to schedule service over the Neptune Line shall be used as a tiebreaker. The Transmission Provider shall provide advance notice of any Curtailment or interruption of Neptune Schedules to all affected Neptune Transmission Customers where such notice can be provided consistent with Good Utility Practice. The Transmission Provider shall curtail Neptune Schedules over the Neptune Line as required by NERC Standards. The Transmission Provider shall curtail Neptune Schedules over the Neptune Line for reliability of the Transmission System pursuant to the separately reserved Transmission Service over the Transmission System pursuant to Part II or Part III of the Tariff to the Neptune Line and the PJM Manuals.

4.6 Separate Reservation for Network or Point-to-Point Service over the Transmission System: Prior to the commencement of a Neptune Schedule under this Schedule 14, the Neptune Transmission Customer must separately reserve Transmission Service over the Transmission System pursuant Part II or Part III of the Tariff for delivery of energy, capacity or ancillary services to the Neptune Line for at least the same time period as the Neptune Schedule provided under this Schedule 14. Reserving such Transmission Service to the Neptune Line is a required precondition to holding a Neptune Schedule. The Neptune Transmission Customer is

responsible for all charges associated with Transmission Service for delivery of capacity and energy to the Neptune Line.

5. Liability

The Transmission Provider and any holder of a Neptune Reservation which releases its Neptune Reservation through the voluntary or default release procedures set forth in Section 3.7 of this Schedule 14 shall be held harmless with regard to any claim which may be raised by any party regarding the award of the released Neptune Reservation, except to the extent that such party successfully establishes that the releasing party has incorrectly selected the party acquiring such released Neptune Reservation as the result of gross negligence or willful misconduct. The liability of the Transmission Provider shall be limited by the terms and conditions of Section 10 of the Tariff and the provisions of the PJM Operating Agreement.

6. Losses and Inadvertent Energy

Real power losses and inadvertent energy across the Neptune Line shall be allocated solely to Neptune Transmission Customers that schedule Firm or Non-Firm transmission service over the Neptune Line on an hourly pro rata basis, except for hours with no Neptune Schedules, in which case any real power losses and inadvertent energy across the Neptune Line shall be allocated to Neptune Transmission Customer that schedule Firm or Non-Firm transmission service over the Neptune Line on a monthly pro rata basis.

7. Congestion Costs and FTRs

A Neptune Schedule provides a physical right to deliver capacity and energy over the Neptune Line. Accordingly, no congestion costs shall be calculated over the Neptune Line and no financial transmission rights or their equivalent shall be offered for a Neptune Schedule. This provision is not meant to preclude any allocation of financial transmission rights, auction revenue rights or their equivalent awarded to the Neptune Transmission Owner pursuant to Part VI of the Tariff.

8. Measurement and Posting of ATC and TTC

The Available Transfer Capability and Total Transfer Capability of the Neptune Line shall be calculated and posted on the OASIS by the Transmission Provider consistent with the requirements of the Tariff.

9. Payment of Other Charges Required for a Neptune Schedule

The Neptune Transmission Customer is responsible for charges applicable to a Neptune Schedule provided under this Schedule 14, including, but not limited to, any congestion and loss charges, redispatch costs, transitional revenue neutrality charges, scheduling, administrative, hardware or software upgrade charges, control area or administrative services charges or ancillary service charges applicable to the Transmission Provider's administration of transmission service over the Neptune Line (collectively, the "Neptune Service Administration Charges"). In the event that any such Neptune Service Administration Charges are billed by the Transmission Provider to the Neptune Transmission Owner, the Neptune Transmission Owner may bill the Neptune Transmission Customer for such charges, and the Neptune Transmission

Customer shall pay the Transmission Provider, on behalf of the Neptune Transmission Owner, such Neptune Service Administration Charges pursuant to this Section 9 as a condition of receiving transmission service over the Neptune Line. In the event that any Transmission Enhancement Charges under Schedule 12 of the Tariff are charged to the Neptune Transmission Owner, the Neptune Transmission Owner may bill the holder of Firm Transmission Withdrawal Rights for the Neptune Line, and the holder of Firm Transmission Withdrawal Rights for the Neptune Line shall pay the Transmission Provider such Transmission Enhancement Charges, on behalf of the Neptune Transmission Owner, pursuant to this Section 9 as a condition of receiving transmission service over the Neptune Line.

In the event that any other charges related to the construction, maintenance, operation or upgrading of the Transmission System are assessed by the Transmission Provider to the Neptune Transmission Owner for the use of the Neptune Line for withdrawals of energy or capacity from the Transmission System, the Neptune Transmission Owner may bill the Primary Rights Holder, and the Primary Rights Holder shall pay the Transmission Provider, on behalf of the Neptune Transmission Owner, such charges pursuant to this Section 9 as a condition of receiving transmission service over the Neptune Line. The issuance and time for payment of charges under this Schedule 14 shall be consistent with the billing and payment provisions of Section 7 of the Tariff.

Any failure of the Neptune Transmission Customer, the holder of Firm Transmission Withdrawal Rights, or the Primary Rights Holder to pay any of the charges referenced in this Section 9 shall be deemed a failure to pay by the Neptune Transmission Owner.

EXHIBIT A TO SCHEDULE 14

**Form of Service Agreement for
Transmission Service over the Neptune Line**

1.0 This Service Agreement, dated as of _____, is entered into, by and between the Office of the Interconnection of PJM Interconnection, L.L.C. (the “Transmission Provider”) and _____ (“Neptune Transmission Customer”).

2.0 The Neptune Transmission Customer has been determined by the Transmission Provider to have a Completed Application for a Neptune Reservation under the Tariff.

3.0 If required, the Neptune Transmission Customer has provided to the Transmission Provider an Application deposit in accordance with the provisions of Section 17.3 of the Tariff.

4.0 Service under this agreement shall commence on the later of (1) the requested service commencement date, or (2) such other date as it is permitted to become effective by the Commission. Service under this agreement shall terminate on such date as mutually agreed upon by the parties.

5.0 The Transmission Provider agrees to provide and the Neptune Transmission Customer agrees to take and pay for the Neptune Reservation in accordance with the provisions of Schedule 14 of the Tariff and this Service Agreement.

6.0 Any notice or request made to or by either Party regarding this Service Agreement shall be made to the representatives as indicated below.

| | | |
|--|--|----------------------------|
| <u>Transmission Provider</u> | | |
| PJM 955 Valley Norristown, PA | Interconnection, Jefferson Forge Corporate 19403-2497 | L.L.C. Avenue Center |
| <u>Neptune Transmission Customer</u> | | |
| _____ | | |
| _____ | | |
| _____ | | |

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7.0 The Tariff, including Schedule 14, is incorporated herein and made a part hereof.

IN WITNESS WHEREOF, the Parties have caused this Service Agreement to be executed by their respective authorized officials.

Office of the Interconnection:

By: _____
Name Title Date

Neptune Transmission Customer:

By: _____
Name Title Date

CERTIFICATION

I, _____, certify that I am a duly authorized officer of _____ (Neptune Transmission Customer) and that _____ (Neptune Transmission Customer) will not request service under this Service agreement to assist an Eligible Customer to avoid the reciprocity provision of this Open-Access Transmission Tariff.

(Name)

(Title)

Subscribed and sworn before me this _____ day of _____, _____.

(Notary Public)

My Commission expires: _____

Specifications For Transmission Service Over Neptune Line

- 1.0 Term of Transaction: _____
Start Date: _____
Termination Date: _____
- 2.0 Description of capacity and energy to be transmitted.

- 3.0 Point of Receipt: Raritan River (Sayreville) Substation in Sayreville, New Jersey
Delivering Party: _____
- 4.0 Point of Delivery: Newbridge Road Substation in Long Island, New York
Receiving Party: _____
- 5.0 Maximum amount of energy to be transmitted (Reserved Transmission Capability):

- 6.0 Designation of party(ies) subject to reciprocal service obligation: _____

8.0 Service under this Agreement may be subject to some combination of the charges detailed below. (The appropriate charges for individual transactions will be determined in accordance with the terms and conditions of the Tariff and Schedule XX).

8.1 Neptune Reservation Charge: _____

8.2 Neptune Service Administration Charges: _____
