

DESIGNATED ENTITY AGREEMENT

Between

PJM Interconnection, L.L.C.

And

Jersey Central Power & Light Company

**PJM RTEP Projects b3737.1 to .21, b3737.27 to .36, b3737.40, b3737.53 to b3737.55 &
b3737.59:
New Jersey SAA - Transmission Upgrades from Larrabee Collector Station (LCS) to
Larrabee, Atlantic and Smithburg**

DESIGNATED ENTITY AGREEMENT

Between

PJM Interconnection, L.L.C.

And

Jersey Central Power & Light Company

This Designated Entity Agreement, including the Schedules attached hereto and incorporated herein (collectively, “Agreement”) is made and entered into as of the Effective Date between PJM Interconnection, L.L.C. (“Transmission Provider” or “PJM”), and Jersey Central Power & Light Company (“Designated Entity” or “JCP&L”), referred to herein individually as “Party” and collectively as “the Parties.”

WITNESSETH

WHEREAS, in accordance with FERC Order No. 1000 and Schedule 6 of the Amended and Restated Operating Agreement of PJM Interconnection, L.L.C. (“Operating Agreement”), Transmission Provider is required to designate among candidates, pursuant to a FERC-approved process, an entity to develop and construct a specified project to expand, replace and/or reinforce the Transmission System operated by Transmission Provider;

WHEREAS, pursuant to Section 1.5.8(i) of Schedule 6 of the Operating Agreement, the Transmission Provider notified Designated Entity that it was designated as the Designated Entity for the Project (described in Schedule A to this Agreement) to be included in the Regional Transmission Expansion Plan;

WHEREAS, pursuant to Section 1.5.8(j) of Schedule 6 of the Operating Agreement, Designated Entity accepted the designation as the Designated Entity for the Project and therefore has the obligation to construct the Project; and

NOW, THEREFORE, in consideration of the mutual covenants herein contained, together with other good and valuable consideration, the receipt and sufficiency is hereby mutually acknowledged by each Party, the Parties mutually covenant and agree as follows:

Article 1 – Definitions

1.0 Defined Terms.

All capitalized terms used in this Agreement shall have the meanings ascribed to them in Part I of the Tariff or in definitions either in the body of this Agreement or its attached Schedules. In the event of any conflict between defined terms set forth in the Tariff or defined terms in this Agreement, including the Schedules, such conflict will be resolved in favor of the terms as defined in this Agreement.

1.1 Confidential Information.

Any confidential, proprietary, or trade secret information of a plan, specification, pattern, procedure, design, device, list, concept, policy, or compilation relating to the Project or Transmission Owner facilities to which the Project will interconnect, which is designated as confidential by the party supplying the information, whether conveyed verbally, electronically, in writing, through inspection, or otherwise, and shall include, but may not be limited to, information relating to the producing party's technology, research and development, business affairs and pricing, land acquisition and vendor contracts relating to the Project.

1.2 Designated Entity Letter of Credit.

Designated Entity Letter of Credit shall mean the letter of credit provided by the Designated Entity pursuant to Section 1.5.8(j) of Schedule 6 of the Operating Agreement and Section 3.0 of this Agreement as security associated with the Project.

1.3 Development Schedule.

Development Schedule shall mean the schedule of milestones set forth in Schedule C of this Agreement.

1.4 Effective Date.

Effective Date shall mean the date this Agreement becomes effective pursuant to Section 2.0 of this Agreement.

1.5 Initial Operation.

Initial Operation shall mean the date the Project is (i) energized and (ii) under Transmission Provider operational dispatch.

1.6 Project.

Project shall mean the enhancement or expansion included in the PJM Regional Transmission Expansion Plan described in Schedule A of this Agreement.

1.7 Project Finance Entity.

Project Finance Entity shall mean holder, trustee or agent for holders, of any component of Project Financing.

1.8 Project Financing.

Project Financing shall mean: (a) one or more loans, leases, equity and/or debt financings, together with all modifications, renewals, supplements, substitutions and replacements thereof, the proceeds of which are used to finance or refinance the costs of the Project, any alteration,

expansion or improvement to the Project, or the operation of the Project; or (b) loans and/or debt issues secured by the Project.

1.9 Reasonable Efforts.

Reasonable Efforts shall mean such efforts as are consistent with ensuring the timely and effective design and construction of the Project in a manner, which ensures that the Project, once placed in service, meets the requirements of the Project as described in Schedule B and are consistent with Good Utility Practice.

1.10 Required Project In-Service Date.

Required Project In-Service Date shall mean the date the Project is required to: (i) be completed in accordance with the Scope of Work in Schedules B this Agreement, (ii) meet the criteria outlined in Schedule D of this Agreement and (iii) be under Transmission Provider operational dispatch.

Article 2 – Effective Date and Term

2.0 Effective Date.

Subject to regulatory acceptance, this Agreement shall become effective on the date the Agreement has been executed by all Parties, or if this Agreement is filed with FERC for acceptance, rather than reported only in PJM's Electric Quarterly Report, upon the date specified by FERC.

2.1 Term.

This Agreement shall continue in full force and effect from the Effective Date until: (i) the Designated Entity executes the Consolidated Transmission Owners Agreement; and (ii) the Project (a) has been completed in accordance with the terms and conditions of this Agreement, (b) meets all relevant required planning criteria, and (c) is under Transmission Provider's operational dispatch; or (iii) the Agreement is terminated pursuant to Article 8 of this Agreement.

Article 3 – Security

3.0 Obligation to Provide Security.

In accordance with Section 1.5.8(j) of Schedule 6 of the Operating Agreement, Designated Entity shall provide Transmission Provider a letter of credit as acceptable to Transmission Provider (Designated Entity Letter of Credit) or cash security in the amount of \$22,811,400, which is three percent of the estimated cost of the Project. Designated Entity is required provide and maintain the Designated Entity Letter of Credit, as required by Section 1.5.8(j) of Schedule 6 of

the Operating Agreement and Section 3.0 of this Agreement. The Designated Entity Letter of Credit shall remain in full force and effect for the term of this Agreement and for the duration of the obligations arising therefrom in accordance with Article 17.0.

3.1 Distribution of Designated Entity Letter of Credit or Cash Security.

In the event that Transmission Provider draws upon the Designated Entity Letter of Credit or retains the cash security in accordance with Sections 7.5, 8.0, or 8.1, Transmission Provider shall distribute such funds as determined by FERC.

Article 4 – Project Construction

4.0 Construction of Project by Designated Entity.

Designated Entity shall design, engineer, procure, install and construct the Project, including any modifications thereto, in accordance with: (i) the terms of this Agreement, including but not limited to the Scope of Work in Schedule B and the Development Schedule in Schedule C; (ii) applicable reliability principles, guidelines, and standards of the Applicable Regional Reliability Council and NERC; (iii) the Operating Agreement; (iv) the PJM Manuals; and (v) Good Utility Practice.

4.1 Milestones.

4.1.0 Milestone Dates.

Designated Entity shall meet the milestone dates set forth in the Development Schedule in Schedule C of this Agreement. Milestone dates set forth in Schedule C only may be extended by Transmission Provider in writing. Failure to meet any of the milestone dates specified in Schedule C, or as extended as described in this Section 4.1.0 or Section 4.3.0 of this Agreement, shall constitute a Breach of this Agreement. Transmission Provider reasonably may extend any such milestone date, in the event of delays not caused by the Designated Entity that could not be remedied by the Designated Entity through the exercise of due diligence, or if an extension will not delay the Required Project In-Service Date specified in Schedule C of this Agreement; provided that a corporate officer of the Designated Entity submits a revised Development Schedule containing revised milestones and showing the Project in full operation no later than the Required Project In-Service Date specified in Schedule C of this Agreement.

4.1.1 Right to Inspect.

Upon reasonable notice, Transmission Provider shall have the right to inspect the Project for the purposes of assessing the progress of the Project and satisfaction of milestones. Such inspection shall not be deemed as review or approval by Transmission Provider of any design or construction practices or standards used by the Designated Entity.

4.2 Applicable Technical Requirements and Standards.

For the purposes of this Agreement, applicable technical requirements and standards of the Transmission Owner(s) to whose facilities the Project will interconnect shall apply to the design, engineering, procurement, construction and installation of the Project to the extent that the provisions thereof relate to the interconnection of the Project to the Transmission Owner(s) facilities.

4.3 Project Modification.

4.3.0 Project Modification Process.

The Scope of Work and Development Schedule, including the milestones therein, may be revised, as required, in accordance with Transmission Provider's project modification process set forth in the PJM Manuals, or otherwise by Transmission Provider in writing. Such modifications may include alterations as necessary and directed by Transmission Provider to meet the system condition for which the Project was included in the Regional Transmission Expansion Plan.

4.3.1 Consent of Transmission Provider to Project Modifications.

Designated Entity may not modify the Project without prior written consent of Transmission Provider, including but not limited to, modifications necessary to obtain siting approval or necessary permits, which consent shall not be unreasonably withheld, conditioned, or delayed.

4.3.2 Customer Facility Interconnections And Transmission Service Requests.

Designated Entity shall perform or permit the engineering and construction necessary to accommodate the interconnection of Customer Facilities to the Project and transmission service requests that are determined necessary for such interconnections and transmission service requests in accordance with Parts IV and VI, and Parts II and III, respectively, of the Tariff.

4.4 Project Tracking.

The Designated Entity shall provide regular, quarterly construction status reports in writing to Transmission Provider. The reports shall contain, but not be limited to, updates and information specified in the PJM Manuals regarding: (i) current engineering and construction status of the Project; (ii) Project completion percentage, including milestone completion; (iii) current target Project or phase completion date(s); (iv) applicable outage information; and (v) cost expenditures to date and revised projected cost estimates for completion of the Project. Transmission Provider shall use such status reports to post updates regarding the progress of the Project.

4.5 Exclusive Responsibility of Designated Entity.

Designated Entity shall be solely responsible for all planning, design, engineering, procurement, construction, installation, management, operations, safety, and compliance with applicable laws and regulations associated with the Project, including but not limited to obtaining all necessary

permits, siting, and other regulatory approvals. Transmission Provider shall have no responsibility to manage, supervise, or ensure compliance or adequacy of same.

Article 5 – Coordination with Third-Parties

5.0 Interconnection Coordination Agreement with Transmission Owner(s).

By the dates specified in the Development Schedule in Schedule C of this Agreement, Designated Entity shall execute or request to file unexecuted with the Commission: (a) an Interconnection Coordination Agreement; and (b) an interconnection agreement among and between Designated Entity, Transmission Provider, and the Transmission Owner(s) to whose facilities the Project will interconnect.

5.1 Connection with Entities Not a Party to the Consolidated Transmission Owners Agreement.

Designated Entity shall not permit any part of the Project facilities to be connected with the facilities of any entity which is not: (i) a party to Consolidated Transmission Owners Agreement without an interconnection agreement that contains provisions for the safe and reliable interconnection and operation of such interconnection in accordance with Good Utility Practice, and principles, guidelines and standards of the Applicable Regional Reliability Council and NERC or comparable requirements of an applicable retail tariff or agreement approved by appropriate regulatory authority; or (ii) a party to a separate Designated Entity Agreement.

Article 6 – Insurance

6.0 Designated Entity Insurance Requirements.

Designated Entity shall obtain and maintain in full force and effect such insurance as is consistent with Good Utility Practice. The Transmission Provider shall be included as an Additional Insured in the Designated Entity's applicable liability insurance policies. The Designated Entity shall provide evidence of compliance with this requirement upon request by the Transmission Provider.

6.1 Subcontractor Insurance.

In accord with Good Utility Practice, Designated Entity shall require each of its subcontractors to maintain and, upon request, provide Designated Entity evidence of insurance coverage of types, and in amounts, commensurate with the risks associated with the services provided by the subcontractor. Bonding and hiring of contractors or subcontractors shall be the Designated Entity's discretion, but regardless of bonding or the existence or non-existence of insurance, the Designated Entity shall be responsible for the performance or non-performance of any contractor or subcontractor it hires.

Article 7 – Breach and Default

7.0 Breach.

Except as otherwise provided in Article 10, a Breach of this Agreement shall include:

(a) The failure to comply with any term or condition of this Agreement, including but not limited to, any Breach of a representation, warranty, or covenant made in this Agreement, and failure to provide and maintain security in accordance with Section 3.0 of this Agreement;

(b) The failure to meet a milestone or milestone date set forth in the Development Schedule in Schedule C of this Agreement, or as extended in writing as described in Sections 4.1.0 and 4.3.0 of this Agreement;

(c) Assignment of this Agreement in a manner inconsistent with the terms of this Agreement; or

(d) Failure of any Party to provide information or data required to be provided to another Party under this Agreement for such other Party to satisfy its obligations under this Agreement.

7.1 Notice of Breach.

In the event of a Breach, a Party not in Breach of this Agreement shall give written notice of such Breach to the breaching Party, and to any other persons, including a Project Finance Entity, if applicable, that the breaching Party identifies in writing prior to the Breach. Such notice shall set forth, in reasonable detail, the nature of the Breach, and where known and applicable, the steps necessary to cure such Breach.

7.2 Cure and Default.

A Party that commits a Breach and does not take steps to cure the Breach pursuant to Section 7.3 shall be in Default of this Agreement.

7.3 Cure of Breach.

The breaching Party may: (i) cure the Breach within thirty days from the receipt of the notice of Breach or other such date as determined by Transmission Provider to ensure that the Project meets its Required Project In-Service Date set forth in Schedule C; or, (ii) if the Breach cannot be cured within thirty days but may be cured in a manner that ensures that the Project meets the Required Project In-Service Date for the Project, within such thirty day time period, commences in good faith steps that are reasonable and appropriate to cure the Breach and thereafter diligently pursue such action to completion.

7.4 Re-evaluation if Breach Not Cured.

In the event that a breaching Party does not cure a Breach in accordance with Section 7.3 of this Agreement, Transmission Provider shall conduct a re-evaluation pursuant to Section 1.5.8(k) of Schedule 6 of the Operating Agreement. If based on such re-evaluation, the Project is retained in the Regional Transmission Expansion Plan and the Designated Entity's designation for the Project also is retained, the Parties shall modify this Agreement, including Schedules, as necessary. In all other events, Designated Entity shall be considered in Default of this Agreement, and this Agreement shall terminate in accordance with Section 8.1 of this Agreement.

7.5 Remedies.

Upon the occurrence of an event of Default, the non-Defaulting Party shall be entitled to: (i) commence an action to require the Defaulting Party to remedy such Default and specifically perform its duties and obligations hereunder in accordance with the terms and conditions hereof; (ii) suspend performance hereunder; and (iii) exercise such other rights and remedies as it may have in equity or at law. Upon Default by Designated Entity, Transmission Provider may draw upon the Designated Entity Letter of Credit. Nothing in this Section 7.5 is intended in any way to affect the rights of a third-party to seek any remedy it may have in equity or at law from the Designated Entity resulting from Designated Entity's Default of this Agreement.

7.6 Remedies Cumulative.

No remedy conferred by any provision of this Agreement is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies.

7.7 Waiver.

Any waiver at any time by any Party of its rights with respect to a Breach or Default under this Agreement, or with respect to any other matters arising in connection with this Agreement, shall not be deemed a waiver or continuing waiver with respect to any other Breach or Default or other matter.

Article 8 – Early Termination

8.0 Termination by Transmission Provider.

In the event that: (i) pursuant to Section 1.5.8(k) of Schedule 6 of the Operating Agreement, Transmission Provider determines to remove the Project from the Regional Transmission Expansion Plan and/or not to retain Designated Entity's status for the Project; (ii) Transmission Provider otherwise determines pursuant to Regional Transmission Expansion Planning Protocol

in Schedule 6 of the Operating Agreement that the Project is no longer required to address the specific need for which the Project was included in the Regional Transmission Expansion Plan; or (iii) an event of force majeure, as defined in section 10.0 of this Attachment KK, or other event outside of the Designated Entity's control that, with the exercise of Reasonable Efforts, Designated Entity cannot alleviate and which prevents the Designated Entity from satisfying its obligations under this Agreement, Transmission Provider may terminate this Agreement by providing written notice of termination to Designated Entity, which shall become effective the later of sixty calendar days after the Designated Entity receives such notice or other such date the FERC establishes for the termination. In the event termination pursuant to this Section 8.0 is based on (ii) or (iii) above, Transmission Provider shall not have the right to draw upon the Designated Entity Letter of Credit or retain the cash security and shall cancel the Designated Entity Letter of Credit or return the cash security within thirty days of the termination of this Agreement.

8.1 Termination by Default.

This Agreement shall terminate in the event a Party is in Default of this Agreement in accordance with Sections 7.2 or 7.4 of this Agreement. Upon Default by Designated Entity, Transmission Provider may draw upon the Designated Entity Letter of Credit or retain the cash security.

8.2 Filing at FERC.

Transmission Provider shall make the appropriate filing with FERC as required to effectuate the termination of this Agreement pursuant to this Article 8.

Article 9 – Liability and Indemnity

9.0 Liability.

For the purposes of this Agreement, Transmission Provider's liability to the Designated Entity, any third-party, or any other person arising or resulting from any acts or omissions associated in any way with performance under this Agreement shall be limited in the same manner and to the same extent that Transmission Provider's liability is limited to any Transmission Customer, third-party or other person under Section 10.2 of the Tariff arising or resulting from any act or omission in any way associated with service provided under the Tariff or any Service Agreement thereunder.

9.1 Indemnity.

For the purposes of this Agreement, Designated Entity shall at all times indemnify, defend, and save Transmission Provider and its directors, managers, members, shareholders, officers and employees harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demands, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third-parties,

arising out of or resulting from the Transmission Provider's acts or omissions associated with the performance of its obligations under this Agreement to the same extent and in the same manner that a Transmission Customer is required to indemnify, defend and save Transmission Provider and its directors, managers, members, shareholders, officers and employees harmless under Section 10.3 of the Tariff.

Article 10 – Force Majeure

10.0 Force Majeure.

For the purpose of this section, an event of force majeure shall mean any cause beyond the control of the affected Party, including but not restricted to, acts of God, flood, drought, earthquake, storm, fire, lightening, epidemic, war, riot, civil disturbance or disobedience, labor dispute, labor or material shortage, sabotage, acts of public enemy, explosions, orders, regulations or restrictions imposed by governmental, military, or lawfully established civilian authorities, which in any foregoing cases, by exercise of due diligence, it has been unable to overcome. An event of force majeure does not include: (i) a failure of performance that is due to an affected Party's own negligence or intentional wrongdoing; (ii) any removable or remedial causes (other than settlement of a strike or labor dispute) which an affected Party fails to remove or remedy within a reasonable time; or (iii) economic hardship of an affected Party.

10.1 Notice.

A Party that is unable to carry out an obligation imposed on it by this Agreement due to Force Majeure shall notify the other Party in writing within a reasonable time after the occurrence of the cause relied on.

10.2 Duration of Force Majeure.

A Party shall not be responsible for any non-performance or considered in Breach or Default under this Agreement, for any deficiency or failure to perform any obligation under this Agreement to the extent that such failure or deficiency is due to Force Majeure. A Party shall be excused from whatever performance is affected only for the duration of the Force Majeure and while the Party exercises Reasonable Efforts to alleviate such situation. As soon as the non-performing Party is able to resume performance of its obligations excused because of the occurrence of Force Majeure, such Party shall resume performance and give prompt notice thereof to the other Party. In the event that Designated Entity is unable to perform any of its obligations under this Agreement because of an occurrence of Force Majeure, Transmission Provider may terminate this Agreement in accordance with Section 8.0 of this Agreement.

10.3 Breach or Default of or Force Majeure under Interconnection Coordination Agreement

If either of the following events prevents Designated Entity from performing any of its obligations under this Agreement, such event shall be considered a Force Majeure event under

this Agreement and the provisions of this Article 10 shall apply: (i) a breach or default of the Interconnection Coordination Agreement associated with the Project by a party to the Interconnection Coordination Agreement other than the Designated Entity; or (ii) an event of Force Majeure under the Interconnection Coordination Agreement associated with the Project.

Article 11 – Assignment

11.0 Assignment.

A Party may assign all of its rights, duties, and obligations under this Agreement in accordance with this Section 11.0. Except for assignments described in Section 11.1 of this Agreement that may not result in the assignment of all rights, duties, and obligations under this Agreement to a Project Finance Entity, no partial assignments will be permitted. No Party may assign any of its rights or delegate any of its duties or obligations under this Agreement without prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed. Any such assignment or delegation made without such written consent shall be null and void. Assignment by the Designated Entity shall be contingent upon, prior to the effective date of the assignment: (i) the Designated Entity or assignee demonstrating to the satisfaction of Transmission Provider that the assignee has the technical competence and financial ability to comply with the requirements of this Agreement and to construct the Project consistent with the assignor's cost estimates for the Project; and (ii) the assignee is eligible to be a Designated Entity for the Project pursuant to Sections 1.5.8(a) and (f) of Schedule 6 of the Operating Agreement. Except as provided in an assignment to a Finance Project Entity to the contrary, for all assignments by any Party, the assignee must assume in a writing, to be provided to the other Party, all rights, duties, and obligations of the assignor arising under this Agreement. Any assignment described herein shall not relieve or discharge the assignor from any of its obligations hereunder absent the written consent of the other Party. In no circumstance, shall an assignment of this Agreement or any of the rights, duties, and obligations under this Agreement diminish the rights of the Transmission Provider under this Agreement, the Tariff, or the Operating Agreement. Any assignees that will construct, maintain, or operate the Project shall be subject to, and comply with the terms of this Agreement, the Tariff and the Operating Agreement.

11.1 Project Finance Entity Assignments

11.1.1 Assignment to Project Finance Entity

If an arrangement between the Designated Entity and a Project Finance Entity provides that the Project Finance Entity may assume any of the rights, duties and obligations of the Designated Entity under this Agreement or otherwise provides that the Project Finance Entity may cure a Breach of this Agreement by the Designated Entity, the Project Finance Entity may be assigned this Agreement or any of the rights, duties, or obligations hereunder only upon written consent of the Transmission Provider, which consent shall not be unreasonably withheld, conditioned, or delayed. In no circumstance, shall an assignment of this Agreement or any of the rights, duties,

and obligations under this Agreement diminish the rights of the Transmission Provider under this Agreement, the Tariff, or the Operating Agreement.

11.1.2 Assignment By Project Finance Entity

A Project Finance Entity that has been assigned this Agreement or any of the rights, duties or obligations under this Agreement or otherwise is permitted to cure a Breach of this Agreement, as described pursuant to Section 11.1.1 above, may assign this Agreement or any of the rights, duties or obligations under this Agreement to another entity not a Party to this Agreement only: (i) upon the Breach of this Agreement by the Designated Entity; and (ii) with the written consent of the Transmission Provider, which consent shall not be unreasonably withheld, conditioned, or delayed. In no circumstance, shall an assignment of this Agreement or any of the rights, duties, and obligations under this Agreement alter or diminish the rights of the Transmission Provider under this Agreement, the Tariff, or the Operating Agreement. Any assignees that will construct, maintain, or operate the Project shall be subject to, and comply with the Tariff and Operating Agreement.

Article 12 – Information Exchange

12.0 Information Access.

Subject to Applicable Laws and Regulations, each Party shall make available to the other Party information necessary to carry out each Party's obligations and responsibilities under this Agreement, the Operating Agreement, and the Tariff. Such information shall include but not be limited to, information reasonably requested by Transmission Provider to prepare the Regional Transmission Expansion Plan. The Parties shall not use such information for purposes other than to carry out their obligations or enforce their rights under this Agreement, the Operating Agreement, and the Tariff.

12.1 Reporting of Non-Force Majeure Events.

Each Party shall notify the other Party when it becomes aware of its inability to comply with the provisions of this Agreement for a reason other than Force Majeure. The Parties agree to cooperate with each other and provide necessary information regarding such inability to comply, including, but not limited to, the date, duration, reason for the inability to comply, and corrective actions taken or planned to be taken with respect to such inability to comply. Notwithstanding the foregoing, notification, cooperation or information provided under this Section 12.1 shall not entitle the receiving Party to allege a cause of action for anticipatory Breach of this Agreement.

Article 13 – Confidentiality

13.0 Confidentiality.

For the purposes of this Agreement, information will be considered and treated as Confidential Information only if it meets the definition of Confidential Information set forth in Section 1.1 of this Agreement and is clearly designated or marked in writing as “confidential” on the face of the document, or, if the information is conveyed orally or by inspection, if the Party providing the information orally informs the Party receiving the information that the information is “confidential.” Confidential Information shall be treated consistent with Section 18.17 of the Operating Agreement. A Party shall be responsible for the costs associated with affording confidential treatment to its information.

Article 14 – Regulatory Requirements

14.0 Regulatory Approvals.

Designated Entity shall seek and obtain all required government authority authorizations or approvals as soon as reasonably practicable, and by the milestone dates set forth in the Development Schedule of Schedule C of this Agreement, as applicable.

Article 15 – Representations and Warranties

15.0 General.

Designated Entity hereby represents, warrants and covenants as follows, with these representations, warranties, and covenants effective as to the Designated Entity during the full time this Agreement is effective:

15.0.1 Good Standing

Designated Entity is duly organized or formed, as applicable, validly existing and in good standing under the laws of its State of organization or formation, and is in good standing under the laws of the respective State(s) in which it is incorporated.

15.0.2 Authority

Designated Entity has the right, power and authority to enter into this Agreement, to become a Party thereto and to perform its obligations hereunder. This Agreement is a legal, valid and binding obligation of Designated Entity, enforceable against Designated Entity in accordance with its terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization or other similar laws affecting creditors’ rights generally and by general equitable principles (regardless of whether enforceability is sought in a proceeding in equity or at law).

15.0.3 No Conflict.

The execution, delivery and performance of this Agreement does not violate or conflict with the organizational or formation documents, or bylaws or operating agreement, of Designated Entity, or any judgment, license, permit, order, material agreement or instrument applicable to or binding upon Designated Entity or any of its assets.

Article 16 – Operation of Project

16.0 Initial Operation.

The following requirements shall be satisfied prior to Initial Operation of the Project:

16.0.1 Execution of the Consolidated Transmission Owners Agreement

Designated Entity has executed the Consolidated Transmission Owners Agreement and is able to meet all requirements therein.

16.0.2 Execution of an Interconnection Agreement

Designated Entity has executed an Interconnection Agreement with the Transmission Owner(s) to whose facilities the Project will interconnect, or such agreement has been filed unexecuted with the Commission.

16.0.3 Operational Requirements

The Project must meet all applicable operational requirements described in the PJM Manuals.

16.0.4 Parallel Operation

Designated Entity shall have all necessary systems and personnel in place to allow for parallel operation of its facilities with the facilities of the Transmission Owner(s) to which the Project is interconnected consistent with the Interconnection Coordination Agreement associated with the Project.

16.0.5 Synchronization

Designated Entity shall have received any necessary authorization from Transmission Provider and the Transmission Owner(s) to whose facilities the Project will interconnect to synchronize with the Transmission System or to energize, as applicable, per the determination of Transmission Provider, the Project.

16.1 Partial Operation.

If the Project is to be completed in phases, the completed part of the Project may operate prior to completion and Required Project In-Service Date set forth in Schedule C of this Agreement, provided that: (i) Designated Entity has notified Transmission Provider of the successful completion of the Project phase; (ii) Transmission Provider has determined that partial operation of the Project will not negatively impact the reliability of the Transmission System; (iii) Designated Entity has demonstrated that the requirements for Initial Operation set forth in Section 16.0 of this Agreement have been met for the Project phase; and (iv) partial operation of the Project is consistent with Applicable Laws and Regulations, Applicable Reliability Standards, and Good Utility Practice.

Article 17 – Survival

17.0 Survival of Rights.

The rights and obligations of the Parties in this Agreement shall survive the termination, expiration, or cancellation of this Agreement to the extent necessary to provide for the determination and enforcement of said obligations arising from acts or events that occurred while this Agreement was in effect. The Liability and Indemnity provisions in Article 9 also shall survive termination, expiration, or cancellation of this Agreement.

Article 18 – Non-Standard Terms and Conditions

18.0 Schedule E – Addendum of Non-Standard Terms and Conditions.

Subject to FERC acceptance or approval, the Parties agree that the terms and conditions set forth in the attached Schedule E are hereby incorporated by reference, and made a part of, this Agreement. In the event of any conflict between a provision of Schedule E that FERC has accepted and any provision of the standard terms and conditions set forth in this Agreement that relates to the same subject matter, the pertinent provision of Schedule E shall control.

Article 19 – Miscellaneous

19.0 Notices.

Any notice or request made to or by any Party regarding this Agreement shall be made by U.S. mail or reputable overnight courier to the addresses set forth below:

Transmission Provider:
PJM Interconnection, L.L.C.
2750 Monroe Blvd.
Audubon, PA 19403
Attention: Manager, Infrastructure Coordination

Designated Entity:
Jersey Central Power & Light Company
300 Madison Avenue
Morristown, NJ 07962
Attention: Carl J. Bridenbaugh, bridenbaughc@firstenergycorp.com

With copies to:
Greg Hussing, hussingg@firstenergycorp.com
Evan Dean, edean@firstenergycorp.com
Doug Saltz, dsaltz@firstenergycorp.com
Sally Thomas, ssimmons@firstenergycorp.com

19.1 No Transmission Service.

This Agreement does not entitle the Designated Entity to take Transmission Service under the Tariff.

19.2 No Rights.

Neither this Agreement nor the construction or the financing of the Project entitles Designated Entity to any rights related to Customer-Funded Upgrades set forth in Subpart C of Part VI of the Tariff.

19.3 Standard of Review.

Future modifications to this Agreement by the Parties or the FERC shall be subject to the just and reasonable standard and the Parties shall not be required to demonstrate that such modifications are required to meet the “public interest” standard of review as described in *United Gas Pipe Line Co. v. Mobile Gas Service Corp.*, 350 U.S. 332 (1956), and *Federal Power Commission v. Sierra Pacific Power Co.*, 350 U.S. 348 (1956).

19.4 No Partnership.

Notwithstanding any provision of this Agreement, the Parties do not intend to create hereby any joint venture, partnership, association taxable as a corporation, or other entity for the conduct of any business for profit.

19.5 Headings.

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

19.6 Interpretation.

Wherever the context may require, any noun or pronoun used herein shall include the corresponding masculine, feminine or neuter forms. The singular form of nouns, pronouns and verbs shall include the plural and vice versa.

19.7 Severability.

Each provision of this Agreement shall be considered severable and if for any reason any provision is determined by a court or regulatory authority of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect and shall in no way be affected, impaired or invalidated, and such invalid, void or unenforceable provision shall be replaced with valid and enforceable provision or provisions which otherwise give effect to the original intent of the invalid, void or unenforceable provision.

19.8 Further Assurances.

Each Party hereby agrees that it shall hereafter execute and deliver such further instruments, provide all information and take or forbear such further acts and things as may be reasonably required or useful to carry out the intent and purpose of this Agreement and as are not inconsistent with the terms hereof.

19.9 Counterparts.

This Agreement may be executed in multiple counterparts to be construed as one effective as of the Effective Date.

19.10 Governing Law

This Agreement shall be governed under the Federal Power Act and Delaware law, as applicable.

19.11 Incorporation of Other Documents.

The Tariff, the Operating Agreement, and the Reliability Assurance Agreement, as they may be amended from time to time, are hereby incorporated herein and made a part hereof.

[Signature Page Follows]

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

Transmission Provider: PJM Interconnection, L.L.C.

By: Augustine C. Caven Manager, Transmission
Name Title Date
8/14/2023

Printed name of signer: Augustine C. Caven

Designated Entity: Jersey Central Power & Light Company

By: Carl J. Bridenbaugh VP, Transmission
Name Title Date
8/11/2023

Printed name of signer: Carl J. Bridenbaugh

SCHEDULE A

Description of Projects

PJM Baseline Upgrade IDs	Description of Projects
b3737.1	Larrabee Substation - Reconfigure substation
b3737.2	Larrabee substation: 230 kV equipment for direct connection
b3737.3	Lakewood Gen Substation - Update relay settings
b3737.4	B54 Larrabee-South Lockwood 34.5 kV Line Transfer
b3737.5	Larrabee Collector Station-Larrabee 230 kV New Line
b3737.6	Larrabee Collector Station-Smithburg No. 1 500 kV line (new asset). New 500 kV line will be built double circuit to accommodate a 500 kV line and a 230 kV line.
b3737.7	Rebuild G1021 Atlantic-Smithburg 230 kV line between the Larrabee and Smithburg substations as a double circuit 500 kV/230 kV line
b3737.8	Smithburg substation 500 kV expansion to 4 breaker ring
b3737.9	Larrabee Substation upgrades
b3737.10	Atlantic 230 kV Substation - Convert to Double-Breaker Double-Bus
b3737.11	Freneau Substation - Update relay settings on the Atlantic 230 kV line
b3737.12	Smithburg Substation - Update relay settings on the Atlantic 230 kV line
b3737.13	Oceanview Substation - Update relay settings on the Atlantic 230 kV lines
b3737.14	Red Bank Substation - Update relay settings on the Atlantic 230 kV lines
b3737.15	South River Substation - Update relay settings on the Atlantic 230 kV line
b3737.16	Larrabee Substation - Update relay settings on the Atlantic 230 kV line
b3737.17	Atlantic Substation - Construct a new 230 kV line terminal position to accept the generator lead line from the offshore wind Larrabee Collector Station
b3737.18	G1021 (Atlantic-Smithburg) 230 kV upgrade
b3737.19	R1032 (Atlantic-Larrabee) 230 kV upgrade
b3737.20	New Larrabee Collector Station-Atlantic 230 kV line
b3737.21	Larrabee-Oceanview 230 kV line upgrade
b3737.27	Rebuild approximately 0.8 miles of the D1018 (Clarksville-Lawrence 230 kV) line between Lawrence substation (PSEG) and structure No. 63
b3737.28	Reconductor Kilmer I-Lake Nelson I 230 kV
b3737.29	Convert the six-wired East Windsor-Smithburg E2005 230 kV line (9.0 mi.) to two circuits. One a 500 kV line and the other a 230 kV line
b3737.30	Add third Smithburg 500/230 kV transformer
b3737.31	Additional reconductoring required for Lake Nelson 1 – Middlesex 230 kV
b3737.32	Rebuild D2004 Larrabee-Smithburg No. 1 230 kV

b3737.33	Reconductor Red Oak A – Raritan River 230 kV
b3737.34	Reconductor Red Oak B – Raritan River 230 kV
b3737.35	Reconductor small section of Raritan River - Kilmer I 230 kV
b3737.36	Replace substation conductor at Kilmer & reconductor Raritan River – Kilmer W 230 kV
b3737.40	Windsor to Clarksville subproject: Reconductor one span of the C1017 (Clarksville-Windsor) 230 kV line.
b3737.53	Remove the existing E83 line 115 kV (not in-service) to accommodate the new 500 kV/230 kV lines (~ 7.7 miles).
b3737.54	Remove the existing H2008 Larrabee-Smithburg No. 2 230 kV to accommodate the new 500 kV/230 kV lines.
b3737.55	Middlesex substation 230 kV – Replace the 2000A circuit switcher at Middlesex switch point for the Lake Nelson I1023 230 kV exit.
b3737.59	Windsor to Clarksville subproject: Upgrade terminal equipment at Windsor 230 kV.

SCHEDULE B

Scope of Work

PJM Baseline Upgrade ID	Scopes of Work
b3737.1	Reconfigure Larrabee substation- to include new 230 kV Circuit Breaker: Install (1) 230 kV circuit breakers Install (2) 230 kV breaker disconnect switches Install (1) lot of bus, fittings, insulators, and bus supports Relay & Control Modify relay settings for 230 kV southwest bus differential Modify relay settings for 230 kV northeast bus differential Modify relay settings for 230 kV K2011 line to Lakewood Substation Install (1) breaker control panel
b3737.2	Install (1) 230 kV circuit breakers, (2) 230 kV breaker disconnect switches, (1) 230 kV motor operated line disconnect switch, (1) 230 kV H frame dead end structure, (3) 230 kV CVTs for generator line terminal, (3) 230 kV surge arresters, (1) pre-fabricated line relaying panel for the generator line terminal, and (1) breaker control panels.
b3737.3	Lakewood Gen Substation - Modify relay settings on the K2011 Larrabee line
b3737.4	B54 Larrabee-South Lockwood 34.5 kV Line Transfer: Remove (1) 34.5 kV single circuit wood monopole tangent structure and (3) 34.5 kV post insulators, and transfer the existing conductor and shield wire onto a newly built structure.
b3737.5	Install (1) new 230 kV line from Larrabee Collector Station to the Larrabee Substation. Project involves building a new 230 kV line from the Larrabee Collector Station to the Larrabee Substation as a single circuit line. New line is expected to cross under a new Larrabee Collector Station-Smithburg 500 kV line and over multiple 34.5 kV lines east of the existing Larrabee Substation (0.3 Circuit Miles).
b3737.6	New Larrabee Collector Station-Smithburg No. 1 500 kV line to be built double circuit to accommodate a 500 kV line and a 230 kV line. Assuming the line will parallel existing lattice towers for the D2004/H2008 lines (12.2 Circuit Miles).
b3737.7	Project involves rebuilding the G1021 Atlantic-Smithburg 230 kV line between the Larrabee and Smithburg Substations as a double circuit 500 kV/230 kV (12.2 Circuit Miles).
b3737.8	Rebuild the Smithburg 500 kV Substation. Remove 500 kV GIS yard and rebuild as a 4 breaker ring bus for Offshore Wind Generation Interconnection.
b3737.9	At Larrabee Substation, rewire 230 kV breakers B96 and B93 CT wiring and associated CCVTs from Oceanview line relaying to R-1032 Atlantic line relaying. Rewire 230 kV breakers B60 and B63 CT wiring and associated CCVTs from R-1032 Atlantic line relaying to Oceanview line relaying. Relay setting changes for 230 kV Oceanview and R-1032 Atlantic lines.
b3737.10	Convert Atlantic 230 kV substation to a double-breaker double-bus configuration and install a new 230 kV line terminal & substation exit for the interconnection of 1200 MW of wind generation.
b3737.11	At Freneau Substation, modify relay settings on the Atlantic 230 kV Line.
b3737.12	At Smithburg Substation, modify relay settings on the Atlantic 230 kV Line.
b3737.13	At Oceanview Substation, modify relay settings on the Atlantic 230 kV lines.

b3737.14	At Red Bank Substation, modify relay settings on the Atlantic 230 kV lines.
b3737.15	At South River Substation, modify relay settings on the Atlantic 230 kV Line.
b3737.16	At Larrabee Substation, modify relay settings on the Atlantic 230 kV Line.
b3737.17	<p>Construct a new 230 kV line terminal position to accept the generator lead line from the offshore wind converter substation.</p> <p>Install (2) 230 kV circuit breakers, (4) 230 kV disconnect switches, (1) 230 kV line disconnect switch, (3) 230 kV surge arresters, (3) 230 kV CVTs, (1) 230 kV dead end structure, (1) lot bus, insulators, steel supports, fittings, and conductor.</p> <p>Install (1) prewired relaying panels for OSW Generator 1.</p> <p>Install (2) prewired breaker control panels.</p>
b3737.18	<p>Project involves relocating the circuit to a new bay position to be installed south of the existing bay at Atlantic Substation. Additionally, the project includes modifying existing tubular steel monopole structures in the 7.9 miles south of Atlantic Substation to support the G1021 (Atlantic-Smithburg) 230 kV circuit on the west side of the structures.</p> <p>Tangent structures will need to have new braced post insulator assemblies installed (two on the west side of the structure in the middle and bottom phase positions. Angle/Deadend structures will need to have arms installed in the middle and bottom phase positions along with insulator assemblies. New conductor pulled in for these two phases.</p>
b3737.19	<p>Project includes modifying existing steel pole structures currently supporting the G1021 (Atlantic-Smithburg) 230 kV circuit to accommodate new conductor for the R1032 (Atlantic-Larrabee) 230 kV circuit on the east side of the steel pole structures for approximately 7.9 miles to Structure 15179.</p> <p>Tangent structures will need to have new braced post insulator assemblies installed in the bottom phase position on the west side of the structures. Angle/Deadend structures will need to have arms installed in the bottom phase positions along with insulator assemblies.</p> <p>The existing 1590 kcmil 45/7 ACSR conductor currently installed in the upper and middle phase positions for the G1021 (Atlantic-Smithburg) 230kV circuit will need to be replaced with new wire. New wire will be installed for the bottom phase on the east side as well.</p>
b3737.20	<p>Project involves adding a 230 kV circuit between Atlantic Substation and new Larrabee Collector Station.</p> <p>The new line will be on the east side of the existing structures starting at Structure 15207 located just outside of Larrabee Substation and will continue north to Atlantic Substation, approximately 11.6 miles.</p>
b3737.21	<p>Project involves modifying structures in the first 3.7 miles north of Larrabee substation so that the Larrabee-Oceanview circuit can be supported on the west side of the eastern 230 kV steel poles. A new braced post insulator assembly will be installed for the bottom phase on the west side of the tangent structures and new deadend assemblies will be installed on the angle/deadend structures between Structure 15207 and Structure 63.</p> <p>New conductor will be strung in this bottom phase position, which will match the existing conductor that is currently used for the R1032 (Atlantic-Larrabee) 230 kV circuit.</p>
b3737.27	Rebuild approximately 0.8 miles of the D1018 (Clarksville-Lawrence) 230 kV Line between Lawrence Substation (PSEG) and Structure #63 with double bundled conductor.
b3737.28	Reconductor the Lake Nelson-Kilmer Line Section of the Lake Nelson Raritan River No. 1 230 kV Line with 1590 ACSS 54/19, 2 Circuit Miles.

b3737.29	<p>Project includes the following scope:</p> <p>Rebuild six-wired East Windsor-Smithburg E2005 230 kV to double circuit East Windsor-Smithburg 500 kV, and East Windsor-Smithburg 230 kV Line, 9.15 Circuit Miles.</p> <p>East Windsor and Smithburg Substation Upgrades.</p> <p>T5020 Smithburg-Deans 500 kV relocation to new bay position at Smithburg.</p> <p>Convert 1050 feet of K137 Windsor-Twin Rivers-Wyckoff Street 34.5 kV, X752 Jerseyville-Smithburg 34.5 kV, B158 Gravel Hill Smithburg 34.5 kV overhead lines to underground to accommodate East Windsor-Smithburg DCT 500/230 kV line.</p>
b3737.30	<p>At Smithburg, Install 500 kV breaker position for new transformer</p> <p>Install a new 500/230 kV transformer.</p> <p>Add a new string on the 230 kV breaker-and-a-half station at Smithburg Substation for a position for the new 500/230 kV transformer.</p>
b3737.31	Additional reconductoring required for Lake Nelson 1 – Middlesex 230 kV.
b3737.32	Project involves rebuilding the D2004 Larrabee-Smithburg No. 1 230 kV line between the Larrabee and Smithburg Substations. Entire length of the line is to be rebuilt (12.2 Circuit Miles).
b3737.33	Reconductor Red Oak A – Raritan River 230 kV.
b3737.34	Reconductor Red Oak B – Raritan River 230 kV.
b3737.35	Reconductor small section of Raritan River - Kilmer I 230 kV.
b3737.36	Replace substation conductor at Kilmer & reconductor Raritan River – Kilmer W 230 kV.
b3737.40	Reconductor one span of the C1017 (Clarksville-Windsor) 230 kV line from structure #126 to Windsor Substation, approximately (0.1 mile).
b3737.53	Remove the existing E83 line 115 kV (not in-service) to accommodate the new 500 kV/230 kV lines (approximately 7.7 miles).
b3737.54	Remove the existing H2008 Larrabee-Smithburg No. 2 230 kV to accommodate the new 500 kV/230 kV lines (approximately 12.2 miles).
b3737.55	Middlesex substation 230 kV – Replace the 2000A circuit switcher at Middlesex switch point for the Lake Nelson I1023 230 kV exit.
b3737.59	Windsor to Clarksville subproject: Upgrade terminal equipment at Windsor 230 kV.

SCHEDULE C

Development Schedule

Designated Entity shall ensure and demonstrate to the Transmission Provider that it timely has met the following milestones and milestone dates and that the milestones remain in good standing:

Milestones				
PJM Baseline Upgrade ID	Execute Interconnection Coordination Agreement: On or before this date, Designated Entity must execute the Interconnection Coordination Agreement or request the agreement be filed unexecuted.	Demonstrate Adequate Project Financing: On or before this date, Designated Entity must demonstrate that adequate project financing has been secured. Project financing must be maintained for the term of this Agreement	Acquisition of all necessary federal, state, county, and local site permits: On or before this date, Designated Entity must demonstrate that all required federal, state, county and local site permits have been acquired.	Required Project In- Service Date: On or before this date, Designated Entity must: (i) demonstrate that the Project is completed in accordance with the Scope of Work in Schedules B of this Agreement; (ii) meets the criteria outlined in Schedule D of this Agreement; and (iii) is under Transmission Provider operational dispatch.
b3737.1	N/A	8/31/2023	5/1/2028	6/1/2029
b3737.2	N/A	8/31/2023	5/1/2028	6/1/2029
b3737.3	N/A	8/31/2023	5/1/2028	6/1/2029
b3737.4	N/A	8/31/2023	5/1/2028	6/1/2029
b3737.5	N/A	8/31/2023	5/1/2028	6/1/2029
b3737.6	N/A	8/31/2023	11/30/2026	12/31/2027
b3737.7	N/A	8/31/2023	11/30/2026	12/31/2027
b3737.8	N/A	8/31/2023	11/30/2026	12/31/2027
b3737.9	N/A	8/31/2023	5/1/2029	6/1/2030
b3737.10	N/A	8/31/2023	5/1/2029	6/1/2030
b3737.11	N/A	8/31/2023	5/1/2029	6/1/2030
b3737.12	N/A	8/31/2023	5/1/2029	6/1/2030
b3737.13	N/A	8/31/2023	5/1/2029	6/1/2030
b3737.14	N/A	8/31/2023	5/1/2029	6/1/2030
b3737.15	N/A	8/31/2023	5/1/2029	6/1/2030
b3737.16	N/A	8/31/2023	5/1/2029	6/1/2030

b3737.17	N/A	8/31/2023	5/1/2029	6/1/2030
b3737.18	N/A	8/31/2023	5/1/2029	6/1/2030
b3737.19	N/A	8/31/2023	5/1/2029	6/1/2030
b3737.20	N/A	8/31/2023	5/1/2029	6/1/2030
b3737.21	N/A	8/31/2023	5/1/2029	6/1/2030
b3737.27	N/A	8/31/2023	5/1/2028	6/1/2029
b3737.28	N/A	8/31/2023	5/1/2028	6/1/2029
b3737.29	N/A	8/31/2023	11/30/2027	12/31/2028
b3737.30	N/A	8/31/2023	11/30/2026	12/31/2027
b3737.31	N/A	8/31/2023	5/1/2028	6/1/2029
b3737.32	N/A	8/31/2023	11/30/2026	12/31/2027
b3737.33	N/A	8/31/2023	5/1/2028	6/1/2029
b3737.34	N/A	8/31/2023	5/1/2028	6/1/2029
b3737.35	N/A	8/31/2023	5/1/2028	6/1/2029
b3737.36	N/A	8/31/2023	5/1/2028	6/1/2029
b3737.40	N/A	8/31/2023	5/1/2028	6/1/2029
b3737.53	N/A	8/31/2023	11/30/2026	12/31/2027
b3737.54	N/A	8/31/2023	11/30/2026	12/31/2027
b3737.55	N/A	8/31/2023	5/1/2028	6/1/2029
b3737.59	N/A	8/31/2023	5/1/2028	6/1/2029

SCHEDULE D

PJM Planning Requirements and Criteria and Required Ratings

PJM Baseline Upgrade ID	Required Ratings(MVA): Summer Normal/Summer Emergency/Winter Normal/Winter Emergency	Planning Criteria
b3737.1	N/A	PJM solicited project proposals to build the necessary transmission to meet New Jersey’s goal to facilitate the delivery of a total of 6,400 MW of offshore wind. These projects are components of JCPL's Proposal 453 Option 1b for Transmission Upgrades from Larrabee Collector Station (LCS) to Larrabee, Atlantic and Smithburg.
b3737.2	N/A	
b3737.3	N/A	
b3737.4	N/A	
b3737.5	1418/1739/1610/2062	
b3737.6	3678/4541/4262/5503	
b3737.7	709/869/805/1031	
b3737.8	N/A	
b3737.9	N/A	
b3737.10	N/A	
b3737.11	N/A	
b3737.12	N/A	
b3737.13	N/A	
b3737.14	N/A	
b3737.15	N/A	
b3737.16	N/A	
b3737.17	N/A	
b3737.18	709/869/805/1031	
b3737.19	1104/1273/1106/1339	
b3737.20	1260/1447/1259/1523	
b3737.21	709/869/805/1031	
b3737.27	1140/1387/1342/1495	Summer & Winter Generator Deliverability: Addressing the following needs - The Clarksville-Lawrence 230 kV, Kilmer I-Lake Nelson I 230 kV, Smithburg-Windsor 230 kV, Smithburg-Deans 500 kV lines and Smithburg 500/230 kV No. 1 and No. 2 transformers are overloaded for N-2 outages.
b3737.28	1136/1311/1139/1379	
b3737.29	3678/4541/4262/5503	
b3737.30	1034/1287/1036/1451	Winter Generator Deliverability: Addressing the following needs - The Lake Nelson I-Middlesex 230 kV line is overloaded for an N-1 outage.
b3737.31	1114/1285/1116/1352	
b3737.32	1136/1311/1139/1379	PJM solicited project proposals to build the necessary transmission to meet New Jersey’s goal to facilitate the delivery of a total of 6,400 MW of offshore wind. These projects are components of JCPL's

		Proposal 453 Option 1b for Transmission Upgrades from Larrabee Collector Station (LCS) to Larrabee, Atlantic and Smithburg.
b3737.33	1136/1311/1139/1379	Summer & Winter Generator Deliverability: Addressing the following needs - The Raritan River-Kilmer I 230 kV line is overloaded for an N-1 outage, and the Raritan River-Kilmer W 230 kV, Red Oak A-Raritan River 230 kV and Red Oak B-Raritan River 230 kV lines are overloaded for N-2 outages.
b3737.34	1136/1311/1139/1379	
b3737.35	1136/1311/1139/1379	
b3737.36	1136/1311/1139/1379	
b3737.40	1356/1626/1610/1858	Summer Generator Deliverability: Addressing the following needs - Windsor-Clarksville 230 kV lines are overloaded for N-2 outages.
b3737.53	N/A	N/A
b3737.54	N/A	N/A
b3737.55	1114/1285/1116/1352	Winter Generator Deliverability: Addressing the following needs - The Lake Nelson I-Middlesex 230 kV line is overloaded for an N-1 outage.
b3737.59	1356/1626/1610/1858	Summer Generator Deliverability: Addressing the following needs - Windsor-Clarksville 230 kV lines are overloaded for N-2 outages.

SCHEDULE E

Non-Standard Terms and Conditions

1. As a Party to the Consolidated Transmission Owners Agreement (“CTOA”), Designated Entity also acknowledges its Construction Designation under CTOA Section 4.2.2.
2. Designated Entity is an existing Party to the CTOA, and thus is in compliance with Section 2.1(i) of this Agreement.
3. With respect to Section 4.0 of this Agreement, Designated Entity expects to employ one or more subcontractors in the design, engineering, procurement, installation or construction of the Project, but acknowledges, consistent with Section 4.5, it is responsible for such work.
4. Designated Entity’s obligation under Section 4.3.1 not to modify the Project shall be governed by the description of the Project in Schedule A.
5. Section 4.3.2 is currently inapplicable to the Project since Designated Entity is a Transmission Owner in PJM and the Project will not interconnect with an interconnection customer. If the Project is modified to interconnect with Customer Facilities, Designated Entity agrees to comply with the provisions of the Tariff and the CTOA with respect to interconnections and transmission service requests as if the Project facilities were in service and integrated with the PJM Region within the meaning of Section 1.27, the definition of Transmission Facilities, under the CTOA.
6. Section 5.0 is currently inapplicable to the Project since Designated Entity is a Transmission Owner in PJM and the Project will not interconnect with another Transmission Owner. If the Project is modified to interconnect with another Transmission Owner, Designated Entity agrees to comply with the provisions of the Tariff and the CTOA with respect to interconnections as if the Project facilities were in service and integrated with the PJM Region within the meaning of Section 1.27, the definition of Transmission Facilities, under the CTOA.
7. Section 5.1 is inapplicable to the Project since the Project does not include an interconnection with an entity that is not a Party to the CTOA.
8. The reference to “section 10.0 of this Attachment KK” in Section 8.0 is intended to refer to section 10.0 of this Agreement.
9. Section 10.3 is inapplicable since the Project does not require an Interconnection Coordination Agreement.
10. The Parties’ obligations under Section 12.0 of this Agreement not to use information necessary to carry out each Party’s obligations and responsibilities under this Agreement,

the Operating Agreement, and the Tariff for purposes other than to carry out their obligations or enforce their rights under this Agreement, the Operating Agreement, and the Tariff are limited to Confidential Information as defined in Section 13.0 of this Agreement.

11. The Milestone Dates set out in Schedule C, Development Schedule, to this Agreement are limited to the Project. At the time Transmission Provider determines that any Milestone Dates will no longer be required to be met, Transmission Provider shall promptly advise Designated Entity and work with Designated Entity to revise such Milestone Dates.
12. Notwithstanding Section 15.0.3, the Parties recognize and acknowledge that: (i) nothing herein relieves a Party to this Agreement of its obligations under the CTOA; (ii) this Agreement is intended to supplement the Parties' obligations under the CTOA with respect to the Project; and (iii) to the extent that this Agreement conflicts with or is inconsistent with the Parties' obligations under the CTOA, the Parties' obligations under the CTOA shall govern.
13. Section 16.0.2 is inapplicable since the Project does not require an Interconnection Agreement.
14. Section 16.0.4 is inapplicable since Designated Entity is a Transmission Owner and the Project does not require an Interconnection Coordination Agreement.
15. Section 16.0.5 is inapplicable since the Project will not interconnect with another Transmission Owner. Designated Entity shall nonetheless be required to have received any necessary authorization from Transmission Provider to synchronize with the Transmission System or to energize, as applicable, per the determination of Transmission Provider, the Project.