

AMENDED AND RESTATED NON-DISCLOSURE AGREEMENT
APPROVED BY THE TOAAC SUBJECT TO RATIFICATION

June 8, 2026

AMENDED AND RESTATED NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement dated as of the 19th day of June, 2026, by and among PJM Interconnection, L.L.C. ("PJM") and each of the Undersigned Transmission Owners (hereinafter the Undersigned Transmission Owners are collectively referred to as "Parties" and individually as a "Party") will govern future disclosures of Confidential Information between the Parties without affecting the continuing terms and conditions by which Confidential Information has been provided pursuant to the Prior Non-Disclosure Agreements (as defined below).

RECITALS

1. The Undersigned Transmission Owners, through the action of the Administrative Committee established under the Consolidated Transmission Owners Agreement dated December 15, 2005 ("CTOA"), have established, and may from time to time establish, various working groups and committees comprised of representatives of PJM and the Undersigned Transmission Owners.
2. In the course of performing the tasks assigned by the Administrative Committee to such working groups or committees, or in the course of performing Administrative Committee functions, the Parties may from time to time disclose and discuss Confidential Information pursuant to Section 9.15.2 of the CTOA.
3. In accordance with Section 9.15.2 of the CTOA, the Parties desire to enter into this Agreement to protect from disclosure to third parties the Confidential Information that will be disclosed and discussed.
4. Exchange of Confidential Information between the Parties and PJM Interconnection, L.L.C. shall be governed by the procedures for addressing Confidential Information established in the Amended and Restated Operating Agreement of PJM Interconnection, L.L.C.
5. One or more of the Parties have entered into prior Non-Disclosure Agreements governing the protection and exchange of Confidential Information during the course of those agreements. Such agreements required Reviewing Representatives individually to agree to abide by and implement those agreements. The Parties wish to simplify and streamline the process of protecting Confidential Information by making the Parties responsible for compliance with this Agreement by the Reviewing Representatives that they employ or retain.

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6. As set forth in this Agreement, PJM is responsible for collecting and maintaining the copies of this Agreement signed by the Parties and will publish a current list of the Parties. In addition, PJM will maintain the various Non-Disclosure Certificates associated with prior Non-Disclosure Agreements. Accordingly, for the foregoing reasons, PJM is a party to this Agreement.

AGREEMENT

Now, therefore, in consideration of the mutual promises made herein, the Parties agree as follows:

1. Definitions As used in this Agreement, the following terms shall have the meanings ascribed to them below:
 - a. “2006 Agreement” means the Non-Disclosure Agreement effective January 6, 2006 between one or more Parties hereto (or their predecessors in interest).
 - b. “2015 Agreement” means the Non-Disclosure Agreement effective October 20, 2015 between one or more Parties hereto (or their predecessors in interest). The 2006 Agreement and the 2015 Agreement are individually a “Non-Disclosure Agreement” and collectively “Prior Non-Disclosure Agreements.”
 - c. “Agreement” means this Non-Disclosure Agreement, as it may be amended, modified or otherwise supplemented, as in effect from time to time.
 - d. “Authority” means a federal, state or local court or federal or state administrative agency of competent jurisdiction.
 - e. “Competitive Duties” means (i) the marketing or sale of electric power at wholesale, (ii) the purchase or sale of electric power at wholesale, (iii) the direct supervision of any employee with such responsibilities, or (iv) the provision of electricity marketing consulting services to persons or entities engaged in items (i), (ii) or (iii) above.
 - f. “CTOA” means the Consolidated Transmission Owners Agreement dated December 15, 2005 or any successor thereto.
 - g. “Disclosing Party” means the Party furnishing the other Party(ies) with Confidential Information.
 - h. “Committee” means the Administrative Committee established pursuant to the Consolidated Transmission Owners Agreement and the working groups, committees, sub-committees, task forces and other bodies established by the Administrative Committee.

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- i. “Confidential Information” means all the information designated as confidential that is furnished to a Party or the Reviewing Representative by the Disclosing Party. Confidential Information includes Notes of Confidential Information. Confidential Information includes information defined as CEII.
- j. “CEII” means information defined as "Critical Energy Infrastructure Information" in accordance with the FERC’s regulations at 18 C.F.R. § 388.113.
- k. “Effective Date” shall have the meaning set forth in Section 15, herein.
- l. “FERC” means the Federal Energy Regulatory Commission or any successor federal agency or commission.
- m. “Law” means any applicable constitutional provision, statute, act, code, law, regulation, rule, ordinance, order, decree, ruling, proclamation, resolution, judgment, decision, declaration or interpretive or advisory opinion of an Authority.
- n. “Non-Disclosure Certificate” means the certificate by which Reviewing Representatives with access to Confidential Information have certified their understanding that such access to Confidential Information was provided pursuant to the terms and conditions of a Prior Non-Disclosure Agreement, that he or she was not engaged in Competitive Duties, and that he or she read the applicable Prior Non-Disclosure Agreement and had agreed to be bound by such Prior Disclosure Certificate.
- o. “Notes of Confidential Information” means memoranda, handwritten notes or other form of information (including electronic form) which copies or discloses Confidential Information.
- p. “PJM” means PJM Interconnection, L L.C., or any successor organization.
- q. “Reviewing Representatives” means a person who is a principal, partner, officer, director, employee, agent, contractor and other representative, expert or advisor, including, without limitation, an attorney, independent accountant, consultant or financial advisor of a Party or a Party’s affiliate or subsidiary who has been given or obtained access to Confidential Information by a Party. A Reviewing Representative may include a person whose duties include Competitive Duties so long as such Reviewing Representative's receipt and use of Confidential Information is not prohibited conduct under FERC's rules, including its Standards of Conduct.
- r. “Standards of Conduct” means the standards as set forth in 18 C.F.R. Part 358 as amended or superseded from time to time.
- s. “Transmission Owner” shall have the meaning defined in the CTOA.

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- t. “Undersigned Transmission Owners” means the Transmission Owners who are signatories to this Agreement.
2. Disclosure of Confidential Information. The Parties may disclose and discuss Confidential Information in the course of the various Committees. The disclosure of the Confidential Information is subject to the terms and conditions stated herein, with the exception that if such Confidential Information is CEII and is either on file with FERC or is in the possession of PJM, then access and release of such Confidential Information will be governed by the Commission's regulations and/or under PJM's CEII process detailed on the PJM website at <https://www.pjm.com/-/media/DotCom/documents/manuals/m14b.pdf>, which may be updated from time and time, and further that any CEII not on file at FERC or in the possession of PJM will have its access and release restricted to the use for which it is furnished to a Reviewing Representative as a member of a Committee for which such CEII is needed. At the discretion of an individual Transmission Owner signatory, a Transmission Owner's own CEII may be released and restricted to the use for which it is furnished to a Reviewing Representative as a member of a Committee for which such CEII is needed. Each Party acknowledges the importance to the other Parties of preserving the confidentiality of the Confidential Information and that a Disclosing Party is relying on the agreements set forth in this Agreement in furnishing Confidential Information to a Party.
3. Party's Responsibilities. Each Party shall safeguard the Confidential Information at least to the same extent that it would its own confidential information. Each Party shall restrict access to or disclose Confidential Information to Reviewing Representatives authorized to have access to such Confidential Information. Each Party shall be responsible for any breach of this Agreement by any of its Reviewing Representatives and agrees, at its sole cost and expense, to take all commercially reasonable measures (including, without limitation, administrative or judicial proceedings) to prohibit its Reviewing Representatives from disclosure or use of the Confidential Information in any manner not authorized by this Agreement. Nothing herein shall be interpreted to limit the ability of the Parties to disclose or discuss Confidential Information by and among the Parties.
4. Reviewing Representative. Each Party is responsible for designating the Reviewing Representatives it employs or retains and assuring the compliance of such Reviewing Representatives with this Agreement. A Reviewing Representative shall not have access to any Confidential Information unless that Reviewing Representative needs to know the information in order to carry out that person's responsibilities. Each Party shall advise the Reviewing Representatives that Confidential Information is confidential and shall be treated as confidential in accordance with this Agreement. Before designating any person as a Reviewing Representative, a Party must provide such person with a copy of this Agreement and secure a commitment from such person to abide by its terms and conditions with respect to the Confidential Information to which such person has access, including, in the event such person ceases to be employed or engaged by a Party, that such person will continue to comply with the terms and conditions of this Agreement. In the event a Reviewing Representative ceases to be employed or engaged by a Party, or is employed, retained or given duties that include Competitive Duties, i) the Party shall terminate the Reviewing Representative's access to Confidential Information, and (ii) the Party shall cause the Reviewing Representative to

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return or dispose of the Confidential Information or transfer the information to another Reviewing Representative of the Party. A Reviewing Representative may make copies or Notes of Confidential Information that shall be subject to this Agreement.

5. List of Parties and Reviewing Representatives. PJM shall collect, maintain and post on its website a list of current Parties to this Agreement and the Reviewing Representatives who executed Non-Disclosure Certificates pursuant to the 2006 and 2015 Agreements. Parties need not post or otherwise disclose the identities of the Reviewing Representatives they designate under this Agreement.

6. Non Disclosure to Third Parties. Parties shall not disclose Confidential Information to a third party or person who is not a Reviewing Representative without the prior written approval of the Disclosing Party. Each Party shall treat all Confidential Information in every form as confidential and shall not reveal, divulge, or disclose Confidential Information, at any time or for any reason, to any third person or entity without such prior written approval of the Disclosing Party. This provision shall survive the expiration, termination or cancellation of this Agreement in accordance with Section 9.

7. Permitted Limited Disclosure of Confidential Information. Notwithstanding anything to the contrary in this Agreement, a Party receiving Confidential Information may disclose Confidential Information to the extent but only to the extent: (a) approved by the Disclosing Party in writing; or (b) required by Law or an Authority, but only if: (i) the Party notified the Disclosing Party as far in advance as practicable prior to making disclosure of its intent to disclose Confidential Information and of the content and mode of communication of the disclosure, and (ii) the Party cooperates with the Disclosing Party's efforts to obtain a protective order protecting the Confidential Information from disclosure. In addition, if disclosure is required by Law or Authority, the Party, to the extent practicable (and permitted by law), will (1) promptly notify the Disclosing Party of the circumstances surrounding the requirement, (2) consult with the Disclosing Party on available options to request confidential treatment and/or the advisability of taking legally available steps to resist or narrow the request or requirement for disclosure, and (3) disclose such Confidential Information only after using all reasonable efforts to comply with subsections (1) and (2) above and after cooperating with the Disclosing Party's reasonable efforts to obtain a protective order or other reliable assurance that confidential treatment will be accorded to any portion of the Confidential Information designated for such treatment by the Disclosing Party. The Party will furnish only that portion of the Confidential Information that is responsive to the request or requirement for disclosure and will request that confidential treatment be accorded to the Confidential Information by the person(s) to whom the Party is required by Law or Authority to disclose the Confidential Information. Notwithstanding anything stated in this Agreement, the Disclosing Party shall retain the burden of prosecuting any action and/or seeking injunctive relief to prevent disclosure of the Confidential Information. Disclosure of Confidential Information in accordance with the terms of this paragraph shall not constitute a waiver of the protections under this Agreement or the confidentiality of such Confidential Information, and such Confidential Information shall continue to be treated as confidential in accordance with this Agreement.

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8. Ownership and Use of Confidential Information. All Confidential Information delivered by a Disclosing Party to a Party pursuant to this Agreement shall be and remain the property of the Disclosing Party, and such Confidential Information shall be promptly returned to the Disclosing Party upon request. That portion of the Confidential Information that may be found in Notes of Confidential Information, analyses, compilations, studies or other documents prepared by or for a Party and all Confidential Information that is oral will be kept by a Party subject to the terms of this Agreement or destroyed. Neither the Party nor its Reviewing Representatives shall use the Confidential Information for any purpose whatsoever except for the work of the Committees. Once the work of the Committee is over, or the Committee's need for the Confidential Information is terminated, the Confidential Information shall be returned or destroyed in accordance with this Agreement.

9. Confidential Information

- a. Confidential Information that is in writing or other tangible form (including electronic form) shall be subject to this Agreement only if it is clearly marked as "Confidential" or "CEII" when disclosed by the Disclosing Party to a Party. Confidential Information that is CEII shall be subject to the terms of this Agreement specifically applicable to CEII only if it is clearly marked as "CEII." Confidential Information, including CEII, that is provided orally shall be subject to this Agreement only if its confidential nature or the fact that it is CEII is announced at the time of disclosure. In addition, a Disclosing Party may confirm such oral disclosure in writing to the other Parties within ten (10) days of such disclosure at its sole discretion. Inadvertent failure to mark Confidential Information as "Confidential" or "CEII" at the time it is disclosed shall not be deemed a waiver by the Disclosing Party of the protections of this Agreement provided that such Confidential Information is identified and marked "Confidential" or "CEII" promptly upon the discovery of its inadvertent disclosure without proper marking.
- b. Confidential Information excludes any information that: (i) the Disclosing Party has not specifically notified the Party is confidential; (ii) becomes available to the Party or the Reviewing Representative on a non-confidential basis from a source other than: (a) the Disclosing Party, or other person acting on behalf of the Disclosing Party; or (b) a Party who has confidentiality obligations to the Disclosing Party; (iii) is or becomes generally available to the public other than as a result of a disclosure by the Party or its Reviewing Representatives; (iv) was previously known to the Party or its Reviewing Representative free and clear of any obligation to keep it confidential; (v) is disclosed to third parties by the Disclosing Party without restriction or obligation of confidentiality; (vi) is developed independently by the Party as evidenced by documentation made in the ordinary course of business by the Party; or (vii) the Disclosing Party notifies the Party that such information is no longer Confidential Information. This provision shall not apply to any information that is CEII.

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10. Term of Agreement. This Agreement shall become effective on the Effective Date and remain in effect unless and until terminated by the Parties. The obligations of the Parties under this Agreement shall continue and survive the completion of the work of the Committees for which the Confidential Information was disclosed and shall remain binding under this Agreement unless disclosure is permitted under Section 8 or required by Law or Authority. Nothing herein shall be construed to limit the term of protection of Confidential Information otherwise protected by Law or Authority.

11. Disclaimer of Warranties. Each Party hereby disclaims and does not make hereby any express or implied representation or warranty concerning the accuracy or completeness of Confidential Information and no Disclosing Party shall have liability to the Party for the Party's use of Confidential Information of the Disclosing Party. In addition, nothing in this Agreement requires the disclosure of Confidential Information or supersedes the discretion of the Disclosing Party to determine the extent of the Confidential Information disclosed. Disclosure of Confidential Information of any nature shall not obligate the Disclosing Party to disclose any further Confidential Information.

12. No License. No license to the Party, under any trademark, patent, copyright, mark work protection right or any other intellectual property right, is either granted or implied by the conveying of Confidential Information to a Party. None of the Confidential Information which may be disclosed by a Disclosing Party shall constitute any representation, warranty, assurance, guarantee or inducement by such Disclosing Party to any other Party of any kind and, in particular, with respect to the non-infringement of trademarks, patents, copyrights or any other intellectual property rights or other rights of third persons.

13. No implied Agreement. Except as provided herein, no Party shall be under any legal obligation of any kind whatsoever by virtue of this Agreement.

14. Compliance with Law. Nothing stated herein shall be construed to require any Party to take any action in violation of applicable laws or regulations.

15. Effective Date and Obligations Under Prior Non-Disclosure Agreements. This Agreement shall become effective when approved by the Administrative Committee and when signed by eight (8) Parties. Until this Agreement becomes effective, Confidential Information disclosed and exchanged pursuant to the applicable Prior Non-Disclosure Agreement shall remain subject to the terms of those agreements. Upon the Effective Date of this Agreement, (i) Confidential Information disclosed by a Disclosing Party to another Party to this Agreement shall be governed by this Agreement and (ii) Confidential Information disclosed by or to a Transmission Owner that is not a party to this Agreement but is a Party to the 2015 Agreement shall be subject to the 2015 Agreement, provided that upon the Effective Date of this Agreement, Confidential Information shall no longer be disclosed or exchanged pursuant the 2015 Agreement or to any Transmission Owners who are not a Party hereto.

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16. Miscellaneous.

- a. Binding Effect. The obligations of the Parties shall be binding on and inure to the benefit of their respective heirs, successors, assigns and affiliates.
- b. Integration. This Agreement constitutes the Parties' entire agreement concerning the subject matter hereof and may be amended or modified only by a subsequent agreement in writing. A waiver, discharge, amendment, modification or termination of this Agreement, or any provision hereof, shall be valid and effective only if in writing and executed by all Parties. A written waiver of a right, remedy or obligation under a provision of this Agreement will not constitute a waiver of the provision itself, a waiver of any succeeding right, remedy or obligation under the provision, or a waiver of any other right, remedy or obligation under this Agreement. Any delay or failure by a Party in enforcing any obligation or in exercising any right or remedy shall not operate as a waiver of it or affect that Party's right later to enforce the obligation or exercise the right or remedy, and a single or prudential exercise of a right or remedy by a Party does not preclude any further exercise of it or the exercise of any other right or remedy of that Party.
- c. Severability. If any provision of this Agreement is held by an Authority to be invalid, void or unenforceable in any respect or with respect to Confidential Information, such provision in all other respects or with respect to all other Confidential Information, as the case may be, and the remaining provisions with respect to all Confidential Information shall nevertheless continue in full force and effect without being impaired or invalidated and shall be enforced to the full extent permitted by law.
- d. Counterparts. This Agreement will be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.
- e. Notices. If delivered, every notice, consent or approval required or permitted under this Agreement shall be valid only if in writing and delivered personally, by mail, or by electronic mail, and sent by the sender to each other Party at its address or email address listed for a Party's representative and alternate in the official roster of the Administrative Committee listed on the PJM internet site. A validly given notice, consent or approval will be effective when received if delivered.
- f. No Assignment. This Agreement and the rights and obligations of the Parties may be assigned only upon the prior written approval of the Parties, except as to a successor in the operation of a Party's transmission business by reason of a merger, consolidation, reorganization, sale, spinoff, or foreclosure, as a result of which substantially all such transmission business is acquired by such a successor, and such successor becomes a Party to this Agreement. The rights

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and obligations of the Parties will inure to the benefit of, will be binding upon, and will be enforceable by the Parties and their lawful successors and permitted assigns.

- g. Remedies. Each Party recognizes that breach of its obligations hereunder shall cause irreparable harm to the Disclosing Party and agrees that in the event of breach, the Disclosing Party shall have in addition to any and all remedies at law, the right to an injunction, specific performance or other equitable relief. A Party's liability for breach of this Agreement shall be limited to the dollar amount of any direct damages caused by gross negligence, intentional or deliberate misconduct of such Party or of its Reviewing Representative. The Party shall not be liable for special, incidental, consequential and indirect damages, court costs and attorneys' fees in connection with any breach hereunder.
- h. Governing Law. This Agreement shall be interpreted, construed and governed by the laws of the State of Delaware exclusive of the conflicts of laws provisions or by FERC regulation with respect to CEII.
- i. Other Agreements or Tariffs. This Agreement shall not be construed to alter or lessen the protection for confidential treatment of information or the rights and obligations of the Parties under PJM's agreements or tariffs, or other agreements governing the confidentiality of the Parties' information or common interest among the Parties.
- j. New Party. Any entity that becomes a party to the Consolidated Transmission Owners Agreement dated December 15, 2005, will become a Party to this Agreement if it executes a copy, providing an executed copy to PJM and giving notice to all Parties in accordance with this Agreement.
- k. Withdrawal. Any Party may withdraw from this Agreement on 30-day notice by giving notice to all Parties in accordance with the notice requirements of this Agreement, subject to such withdrawing Party certifying in writing prior to the effectiveness of such withdrawal that: (i) it has returned or destroyed all Confidential Information then in its possession; and (ii) it will remain bound by the disclosure limitations imposed by this Agreement.
- l. Recitals. The Recitals to this Agreement are incorporated and adopted by reference herein.
- m. Headings. Headings used herein are for the convenience of the Parties and will not be used in construing the meaning of this Agreement.

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June 8, 2026

IN WITNESS WHEREOF, the following Party executes this Agreement to be effective as of the following date.

Hudson Transmission Partners, LLC

By Bryan Sanderson
Bryan Sanderson
Vice President

Date: June 10, 2026

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June 8, 2026

IN WITNESS WHEREOF, the following Party executes this Agreement to be effective as of the following date.

Neptune Regional Transmission System, LLC

By *Bryan Sanderson*
Bryan Sanderson
Vice President

Date: June 10, 2026

AMENDED AND RESTATED NON-DISCLOSURE AGREEMENT
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June 8, 2026

IN WITNESS WHEREOF, the following Party executes this Agreement to be effective as of the following date.

AMP Transmission, LLC

By  Pamala M. Sullivan
Pamala M. Sullivan
President

Date 06/10/2026

Approved as to Form:

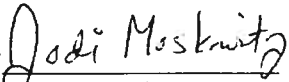
 Lisa G. McAlister
Lisa G. McAlister
General Counsel

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June 8, 2026

IN WITNESS WHEREOF, the following Party executes this Agreement to be effective as of the following date.

PSEG Services Corporation

By 
Jodi Moskowitz

Vice President, Regulatory – Law, Deputy General Counsel & RTO Strategy Officer

Date: June 12, 2026

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June 8, 2026

IN WITNESS WHEREOF, the following Party executes this Agreement to be effective as of the following date.

Dominion Energy

By 

Kyle D. Hannah
VP Planning & System Operations

Date 06/12/2026

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June 8, 2026

IN WITNESS WHEREOF, the following Party executes this Agreement to be effective as of the following date.

FirstEnergy Service Company, on behalf of its affiliates American Transmission Systems, Incorporated, Jersey Central Power & Light Company, Mid-Atlantic Interstate Transmission LLC, The Potomac Edison Company, Monongahela Power Company, Keystone Appalachian Transmission Company, and Trans-Allegheny Interstate Line Company (collectively, the "FirstEnergy Companies")

By Jeffrey W. Stuchell
Jeffrey W. Stuchell
Director, FERC & RTO Technical Support

Date: June 15, 2026

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June 8, 2026

IN WITNESS WHEREOF, the following Party executes this Agreement to be effective as of the following date.

Allegheny Electric Cooperative, Inc.

By: 
Todd A. Sallade
VP Power Supply & Engineering

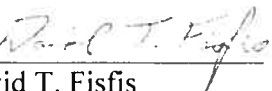
Date: 6/16/2026

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June 8, 2026

IN WITNESS WHEREOF, the following Party executes this Agreement to be effective as of the following date.

Duquesne Light Company

By 
David T. Fisfis
Vice President, Energy Policy

Date: June 16, 2026

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June 8, 2026

IN WITNESS WHEREOF, the following Party executes this Agreement to be effective as of the following date.

Exelon Business Services Company, LLC on behalf of its affiliates Atlantic City Electric Company, Baltimore Gas and Electric Company, Commonwealth Edison Company, Delmarva Power & Light Company, PECO Energy Company, Potomac Electric Power Company

By Pulin Shah
Pulin Shah
Vice President, Transmission Development

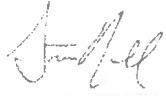
Date June 19, 2026

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June 8, 2026

IN WITNESS WHEREOF, the following Party executes this Agreement to be effective as of the following date.

PPL Electric Utilities Corporation

By 

Steven M. Nadel
Senior Counsel

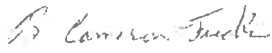
Date: June 23, 2026

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June 8, 2026

IN WITNESS WHEREOF, the following Party executes this Agreement to be effective as of the following date.

Silver Run Electric, LLC

By 

B. Cameron Fredkin
Chief Operating Officer

Date 06/25/2026

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June 8, 2026

IN WITNESS WHEREOF, the following Party executes this Agreement to be effective as of the following date.

Rockland Electric Company

By *Sebrina M. Greene*

[Printed name of person signing]

[Title of person signing]

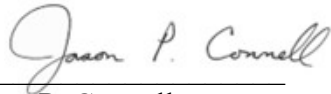
Date June 30, 2026

AMENDED AND RESTATED NON-DISCLOSURE AGREEMENT
APPROVED BY THE TOAAC SUBJECT TO RATIFICATION

June 8, 2026

IN WITNESS WHEREOF, the following Party executes this Agreement to be effective as of the following date.

PJM Interconnection, L.L.C.

By 

Jason P. Connell

Vice President – Planning

Date: July 13, 2026