DESIGNATED ENTITY AGREEMENT

Between

PJM Interconnection, L.L.C.

And

Virginia Electric and Power Company

PJM RTEP Projects b3800.118, b3800.120, b3800.200 to b3800.242, b3800.300 to b3800.375, b3800.401 to b3800.412
PJM 2022 Window 3 Recommended Solution

DESIGNATED ENTITY AGREEMENT

Between

PJM Interconnection, L.L.C.

And

Virginia Electric and Power 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 Virginia Electric and Power Company ("Designated Entity" or "Dominion"), 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 $74,528,430 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. Notwithstanding the foregoing, the Designated Entity is not required to provide a letter of credit or cash security to the extent (i) the Designated Entity is a Transmission Owner and (ii) the Project was selected (A) pursuant to Operating Agreement, Schedule 6, sections 1.5.8(g), 1.5.8(h), or 1.5.8(m)(1); or (B) through a proposal window conducted pursuant to Operating Agreement, Schedule 6, section 1.5.8(c) in which no Nonincumbent Developer submitted a competing proposal to address the need identified by the Transmission Provider.

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: Augustine Caven, Manager, Transmission Coordination and Analysis

Designated Entity:
Virginia Electric and Power Company

P.O. Box 26666,
Richmond, VA 23261-6666

Attention: Matthew Gardner, matthew.gardner@dominionenergy.com

With copies to:
Jacki Vitiello, jacki.vitiello@dominionenergy.com
Harrison Potter, harrison.s.potter@dominionenergy.com
Ryen Lawson, ryen.n.lawson@dominionenergy.com
Cheri Yochelson, cheri.m.yochleson@dominionenergy.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: _____ Manager, Transmission Coordination & Analysis 3/4/2025
Name Title Date

Printed name of signer: Augustine C. Caven

Designated Entity: Virginia Electric and Power Company

By: _____ VP Transmission Planning And Operations 11/25/2024
Name Title Date

Printed name of signer: Matthew Gardner

SCHEDULE A

Description of Projects

PJM Baseline Upgrade IDs	Description of Projects
b3800.118	Line work for terminating Doubs to Bismark line into Woodside 500 kV substation. (DOM Portion)
b3800.120	Aspen substation work to terminate new NextEra 500 kV line. Include Aspen 500 kV substation portion build.
b3800.200	Build a new 500kV line from Aspen - Golden on 500/230kV double circuit structures with substation upgrades at Aspen and Golden. New conductor to have a minimum summer normal rating of 4357MVA.
b3800.201	Install (2) 500-230kV transformer banks at Golden substation
b3800.202	Install (1) 500-230kV transformer bank at Aspen substation
b3800.203	Install a 2nd 500-230 kV 1440MVA transformer at Mars substation
b3800.204	Reconductor 0.5 mile section of 230kV Line #2150 Golden - Paragon Park Circuit 1 to achieve a summer rating of 1573 MVA.
b3800.205	Reconductor 0.5 mile section of 230kV Line #2081 Golden - Paragon Park Circuit 2 to achieve a summer rating of 1573 MVA.
b3800.206	Upgrade Paragon Park substation line conductors to 4000A continuous current rating for 230kV Lines #2081 & Line #2150.
b3800.207	Reconductor 230kV Line #2207 Paragon Park - Beco to achieve a summer rating of 1573 MVA.
b3800.208	Upgrade Paragon Park substation conductor and line leads to 4000A continuous current rating for 230kV Line #2207.
b3800.209	Upgrade BECO substation equipment to 4000A continuous current rating for 230kV Line #2207.
b3800.210	Build a new 230kV line from Mars - Lockridge on 500/230kV double circuit structures to achieve a summer rating of 1573 MVA. Install 230kV equipment at Mars and Lockridge.
b3800.211	Build a new 230kV line from Lockridge - Golden on 500/230kV double circuit structures to achieve a summer rating of 1573 MVA. Install 230kV equipment at Golden and Lockridge.
b3800.212	Build a new 500kV Line from Mars-Golden on 500/230kV double circuit structures with substation upgrades at Golden and Mars. New conductor to have a minimum summer normal rating of 4357 MVA.
b3800.213	Cut 500kV Line # 558 Brambleton - Goose Creek into Aspen substation. Upgrade 500kV terminal equipment at Aspen and Goose Creek to 5000A continuous rating current. At Goose Creek, replace circuit breakers 59582 and 55882, and associated disconnect switches, breaker leads, bus, and line risers to accommodate 5000A rating.
b3800.214	Build a new 500kV Line from Aspen - Goose Creek to achieve a summer rating of 4357 MVA. Install new 500kV terminal equipment at Aspen.

b3800.215	Cut 230kV Line #2150 Sterling Park - Paragon Park Circuit 1 into Golden substation and install 230kV equipment at Golden. Upgrade relay settings at Golden substation for upgrading 230kV Line #2150 to 4000A continuous current rating.
b3800.216	Cut 230kV Line #2081 Sterling Park - Paragon Park Circuit 2 into Golden substation and install 230kV equipment at Golden. Upgrade relay settings at Golden substation for upgrading 230kV Line #2081 to 4000A continuous current rating.
b3800.217	Build a new 230kV line from Aspen - Sycolin Creek on 500/230kV double circuit structures to achieve a summer rating of 1573 MVA. Install 230kV equipment at Golden and Sycolin Creek.
b3800.218	Build a new 230kV line from Sycolin Creek - Golden on 500/230kV double circuit structures to achieve a summer rating of 1573 MVA. Install 230kV equipment at Golden and Sycolin Creek.
b3800.219	Replace 7 overdutied 230kV breakers at Beaumeade substation with 80kA breakers
b3800.220	Replace 4 overdutied 230kV breakers at BECO substation with 80kA breakers
b3800.221	Replace 4 overdutied 230kV breakers at Belmont substation with 80kA breakers
b3800.222	Replace 1 overdutied 230kV breaker at Discovery substation with 80kA breaker
b3800.223	Replace 1 overdutied 230kV breaker at Pleasant View substation with 80kA breaker
b3800.224	Replace 2 overdutied 230kV breakers at Shellhorn substation with 80kA breakers
b3800.225	Change 500kV Line #558 destination at Brambleton to Aspen Substation and upgrade line protection relays
b3800.226	Change 230kV Lines # 2081 and 2150 at Paragon Park substation destination to Golden Substation and upgrade line protection relays
b3800.227	Change 230kV Lines # 2081 and 2150 at Sterling Park substation destination to Golden Substation and upgrade line protection relays
b3800.228	Reconductor 1.47 miles of 230kV circuits 2081 and 2150 from Sterling Park to Golden substation. Upgrade terminal equipment at Sterling Park to 4000A continuous current
b3800.229	Reconductor 0.67 miles of 230kV circuits 2194 and 9231 from Davis Drive to Sterling Park substation. Terminal equipment at remote end substations will be installed or upgraded to 4000A continuous current rating to support new conductor ratings
b3800.230	Reset relays at Breezy Knoll for the revised current rating of 230kV Line #2098 Pleasant View - Hamilton
b3800.231	Reset relays at Dry Mill for the revised current rating of 230kV Line #2098 Pleasant View - Hamilton
b3800.232	Reset relays at Hamilton for the revised current rating of 230kV Line #2098 Pleasant View - Hamilton
b3800.233	Upgrade equipment to 4000A continuous current rating at Pleasant View substation in support of 230kV Line #2098 wreck and rebuild. Replace circuit breakers 274T2098 & 2098T2180 and associated disconnect switches, breaker leads, bus, and line risers to accommodate 4000A rating
b3800.234	Wreck and rebuild approximately one (1) mile of 230kV Line #2098 between Pleasant View and structure 2098/9, where Line #2098 turn towards Hamilton substation

b3800.235	Replace 5 overdutied 230kV breakers at Loudoun substation with 80kA breakers
b3800.236	Replace 2 overdutied 500kV breakers at Ox substation with 63kA breakers
b3800.237	Replace 1 overdutied 500kV breaker at Pleasant View substation with a 63kA breaker
b3800.238	Upgrade equipment to 4000A continuous current rating at Pleasant View substation in support of 230kV Line #203 rebuild. Replace circuit breakers 203T274 & L3T203 and associated disconnect switches, breaker leads, bus, and line risers to accommodate 4000A rating
b3800.239	Wreck and rebuild 230kV Line #203 between Pleasant View and structure 203/15 using double circuit 500/230kV structures. The 500kV line is from Aspen - Doubs.
b3800.240	Build a new 500kV line from Aspen - Doubs using double circuit 500/230kV structures. The 230kV line is from Pleasant View - structure 203/15. Install terminal equipment at Aspen for a 5000A line to Doubs (First Energy). This includes GIS breakers, GIS-to-AIS transition equipment, and metering CCVTs and CTs for the tie line.
b3800.241	Rebuild 500kV Line #514 from Goose Creek - Doubs using 500/230kV double circuit structures. The new double circuit towers will accommodate 230kV Line #2098 between Pleasant View substation and structure 2098/9. Upgrade equipment at Goose Creek to 5000A continuous current rating in support of Line #514 wreck and rebuild. Replace circuit breakers 514T595 & 51482 and associated disconnect switches, breaker leads, bus, and line risers to accommodate 5000A rating.
b3800.242	Upgrading switches 20366M and 20369M and line leads to 4000A continuous current rating of 230kV Line #203 at Edwards Ferry substation
b3800.300	Rebuild 230kV Line #2135 Hollymeade Junction – Cash's Corner using double-circuit capable 500/230 kV poles. New conductor has a summer rating of 1573 MVA. (The 500kV circuit will not be wired as part of this project).
b3800.301	Rebuild 230kV Line #2135 Cash's Corner – Gordonsville using double-circuit capable 500/230 kV poles. New conductor has a summer rating of 1573 MVA. (The 500kV circuit will not be wired as part of this project).
b3800.302	Upgrade Cash's Corner switches 213576 and 213579 and line leads to 4000A continuous current rating of 230kV Line #2135.
b3800.303	Upgrade Gordonsville substation line leads to 4000A continuous current rating of 230kV Line #2135.
b3800.304	Upgrade Hollymeade substation switch 213549 and line leads to 4000A continuous current rating of 230kV Line #2135.
b3800.305	Install one (1) 300 MVAR Static synchronous Compensator (STATCOM) & associated equipment at Beaumeade substation.
b3800.306	Install one (1) 500KV, 150 MVAr Shunt Capacitor Bank & associated equipment at Morrisville substation. This addition will require a control house expansion to accommodate for two new panels.
b3800.307	Install one (1) 500kV, 300 MVAR Static synchronous Compensator (STATCOM) & associated equipment at Mars substation.
b3800.308	Install one (1) 230kV, 150MVAr Shunt Capacitor Bank & associated equipment at Mars substation.

b3800.309	Install one (1) 230kV, 150MVAr Shunt Capacitor Bank & associated equipment at Wishing Star Substation.
b3800.310	install one (1) 500kV, 293.8MVAr Shunt Capacitor Bank & associated equipment at Wishing Star Substation.
b3800.311	Rebuild 500kV Line #545 Bristers - Morrisville as a single circuit monopole line to accommodate the new 500 kV line in the existing ROW. New conductor to have a summer rating of 4357 MVA.
b3800.312	Rebuild 500kV Line #569 Loudoun - Morrisville to accommodate the new 500 kV line in the existing right-of-way. New conductor to have a summer rating of 4357 MVA.
b3800.313	Rebuild approximately 10.29 miles line segment of Line #535 (Meadow Brook to Loudoun) to accommodate the new 500 kV line in the existing ROW.
b3800.314	Rebuild approximately 4.83 miles of 500kV Line #546 Mosby - Wishing Star to accommodate the new 500 kV line in the existing ROW. New conductor to have a summer rating of 4357 MVA. Upgrade and install equipment at Mosby substation to upgrade terminal equipment to be rated for 5000A for 500kV Lines #546.
b3800.315	Rebuild approximately 4.59 miles of 500kV Line #590 Mosby - Wishing Star to accommodate the new 500 kV line in the existing ROW. New conductor to have a summer rating of 4357 MVA. Upgrade and install equipment at Mosby substation to upgrade terminal equipment to be rated for 5000A for 500kV Lines #590.
b3800.316	Rebuild approximately 6.17 miles of 230kV Line #2030 Gainesville - Mint Springs to accommodate the new 500 kV line in the existing ROW. New conductor to have a summer rating of 1573 MVA.
b3800.317	Rebuild approximately 1.58 miles of 230kV Line #2030 Mint Springs - Loudoun to accommodate the new 500 kV line in the existing ROW. New conductor to have a summer rating of 1573 MVA.
b3800.318	Rebuild approximately 4.2 miles of 230kV Line #2045 Loudoun - North Star to accommodate the new 500 kV line in the existing ROW. New conductor to have a summer rating of 1573 MVA.
b3800.319	Rebuild approximately 0.88 miles of 230kV Line #2045 North Star - Brambleton to accommodate the new 500 kV line in the existing ROW. New conductor to have a summer rating of 1573 MVA.
b3800.320	Rebuild approximately 1.22 miles of 230kV Line #2227 Brambleton - Racefield to accommodate the new 500 kV line in the existing ROW. New conductor to have a summer rating of 1573 MVA.
b3800.321	Rebuild approximately 3.69 miles of 230kV Line #2094 Racefield - Loudoun to accommodate the new 500 kV line in the existing ROW. New conductor to have a summer rating of 1573 MVA.
b3800.322	Rebuild approximately 9.16 miles of 230kV Line #2101 Bristers - Nokesville to accommodate the new 500 kV line in the existing ROW. New conductor to have a summer rating of 1573 MVA.
b3800.323	Rebuild approximately 2.89 miles of 230kV Line #2101 Nokesville - Vint Hill TP to accommodate the new 500 kV line in the existing ROW. New conductor to have a summer rating of 1573 MVA.
b3800.324	Rebuild approximately 0.33 miles of 230kV Line #2101 Vint Hill TP - Vint Hill to accommodate the new 500 kV line in the existing ROW. New conductor to have a summer rating of 1573 MVA.

b3800.325	Rebuild approximately 3.32 miles of 230kV Line #2114 Rollins Ford - Vint Hill to accommodate the new 500 kV line in the existing ROW. New conductor to have a summer rating of 1573 MVA.
b3800.326	Rebuild approximately 10.09 miles of 230kV Line #2114 Vint Hill - Elk Run to accommodate the new 500 kV line in the existing ROW. New conductor to have a summer rating of 1573 MVA.
b3800.327	Rebuild approximately 4.43 miles of 230kV Line #2140 Heathcote - Catharpin to accommodate the new 500 kV line in the existing ROW. New conductor to have a summer rating of 1573 MVA.
b3800.328	Rebuild approximately 2.88 miles of 230kV Line #2140 Catharpin - Loudoun to accommodate the new 500 kV line in the existing ROW. New conductor to have a summer rating of 1573 MVA.
b3800.329	Rebuild approximately 0.25 miles of 230kV Line #2151 Railroad DP - Gainesville to accommodate the new 500 kV line in the existing ROW. New conductor to have a summer rating of 1573 MVA.
b3800.330	Rebuild approximately 4.14 miles of 230kV Line #2163 Vint Hill - Liberty to accommodate the new 500 kV line in the existing ROW. New conductor to have a summer rating of 1573 MVA.
b3800.331	Rebuild approximately 0.48 miles of Line #2176 Heathcote - Gainesville to accommodate the new 500 kV line in the existing ROW. New conductor to have a summer rating of 1573 MVA.
b3800.332	Rebuild approximately 1.11 miles of Line #2222 Rollins Ford - Gainesville to accommodate the new 500 kV line in the existing ROW. New conductor to have a summer rating of 1573 MVA.
b3800.333	Rebuild approximately 1.65 miles of Line #183 Bristers - Ox to accommodate the new 500 kV line in the existing ROW. New conductor to have a summer rating of 1573 MVA.
b3800.334	Replace 4 overdutied 230kV breakers at Loudoun Substation with 80kA breakers
b3800.335	Replace 1 overdutied 500kV breaker at Ox Substation with a 63kA breaker
b3800.336	Upgrade and install equipment at Bristers substation to support the new conductor 5000A rating for 500kV Line #545.
b3800.337	Upgrade and install equipment at Brambleton substation to support the new conductor termination. All terminal equipment for 230kV Lines #2045 & #2094 to be rated for 4000A continuous current rating.
b3800.338	Revise relay settings at Dawkins Branch
b3800.339	Upgrade and install equipment at Gainesville substation to support the new conductor termination. All terminal equipment for 230kV Line #2030 to be rated for 4000A continuous current rating.
b3800.340	Revise relay settings at Heathcote
b3800.341	Upgrade and install equipment at Loudoun substation for 230kV Line #2094 Loudoun - Racefield to be rated for 4000A continuous current rating.
b3800.342	Upgrade and install equipment at Loudoun substation for 230kV Line #2045 Loudoun - North Star to be rated for 4000A continuous current rating.
b3800.343	Upgrade and install equipment at Loudoun substation for 230kV Line #2030 Loudoun - Mint Springs to be rated for 4000A continuous current rating.

b3800.344	Upgrade and install equipment at Loudoun substation to support the new conductor 5000A rating for 500kV Line #569 Loudoun - Morrisville.
b3800.345	Revise relay settings at Mint Springs
b3800.346	Upgrade and install equipment at Morrisville substation to support the new 500kV conductor termination. All terminal equipment to be rated for 5000 A for 500kV Line #545 & #569. Upgrade 500 kV bus 2 to 5000 A.
b3800.347	Revise relay settings at North Star
b3800.348	Revise relay settings at Racefield
b3800.349	Revise relay settings at Railroad
b3800.350	Install terminal equipment at Vint Hill substation to support a 5000A line to Morrisville. Update relay settings for 230kV Lines #2101, #2163, and 500kV Line #535.
b3800.351	Update relay settings at Vint Hill for 230kV Line #2101 Vint Hill - Bristers
b3800.352	Update relay settings at Vint Hill for 230kV Line #2163 Vint Hill - Liberty
b3800.353	Update relay settings at Vint Hill for 500kV Line #535 Vint Hill - Loudoun
b3800.354	Install terminal equipment at Wishing Star substation to support a 5000A line to Vint Hill. Update relay settings for 500kV Lines #546 and #590.
b3800.355	Revise relay settings at Youngs Branch
b3800.356	Build a new 500kV line from Vint Hill to Wishing Star. The line will be supported on single circuit monopoles. New conductor to have a summer rating of 4357 MVA. Line length is approximately 16.59 miles.
b3800.357	Build a new 500kV line from Morrisville to Vint Hill. New conductor to have a summer rating of 4357 MVA. Line length is approximately 19.71 miles.
b3800.358	Replace single unit Locks 230/115 kV 168MVA transformer TX #7 with new single unit transformer with a rating of 224 MVA. Lead lines at the 115 kV level will be upgraded to 2000 A.
b3800.359	Wreck and rebuild Line #2090 Ladysmith CT – Summit D.P. segment as a double circuit 230kV line to achieve a summer rating of 1573 MVA. Only one circuit will be wired at this stage. Upgrade circuit breaker leads, switches and line leads at Ladysmith CT to 4000A
b3800.360	Rebuild 230kV Line #2054 Charlottesville – Proffit DP using double-circuit capable 500/230 kV poles. (The 500kV circuit will not be wired as part of this project).
b3800.361	Rebuild 230kV Line #233 Charlottesville – Hydraulic Rd – Barracks Road – Crozet – Dooms
b3800.362	Rebuild 230kV Line #291 segment from Charlottesville – Barracks Road
b3800.363	Rebuild 230kV Line #291 segment from Barracks Road – Crozet
b3800.364	Rebuild 230kV Line #291 segment Crozet – Dooms
b3800.365	Hollymeade Substation Relay Revision for 230kV Line #2054 Charlottsville - Hollymeade
b3800.366	Upgrade the terminal equipment at Charlottesville to 4000A for 230kV Line #2054 (Charlottsville – Hollymeade).
b3800.367	Proffit DP Substation Relay Revision for 230kV Line #2054 Charlottesville - Hollymeade

b3800.368	Barracks Rd Substation Relay Reset to accommodate the rebuilt line 230kV Lines #233 and #291.
b3800.369	Crozet Substation Relay Reset to accommodate the rebuilt line 230kV Lines #233 and #291.
b3800.370	Charlottesville Substation Terminal Equipment Upgrade for 230kV Lines #233 & #291 Rebuild
b3800.371	Upgrade Hydraulic Rd Substation Equipment for 230kV Line #233 & #291 Rebuild
b3800.372	Dooms Substation Terminal Equipment Upgrade for 230kV Linex #233 & #291 Rebuild
b3800.373	Wreck and rebuild approximately 7.14 miles of 230kV line #256 from St. Johns to structure 256/108 to achieve a summer rating of 1573 MVA. Line switch 25666 at St. Johns to be upgraded to 4000A.
b3800.374	Reconductor approximately 5.30 miles of 230kV line #256 from Ladysmith CT to structure 256/107 to achieve a summer rating of 1573 MVA. Terminal equipment at remote end substations will be upgraded to 4000A.
b3800.375	Construct new Woodside-Goose Creek 500 kV line for ~3 miles on single circuit monopole structures within the Doubs-Goose Creek Corridor. (DOM Portion)
b3800.401	Replace Ashburn 230 kV breaker SC432 with a breaker rated 63 kA.
b3800.402	Replace Beaumeade 230 kV breaker 227T2152 with a breaker rated 80 kA.
b3800.403	Replace BECO 230 kV breakers 215012 and H12T2150 with breakers rated 63kA.
b3800.404	Replace Belmont 230 kV breaker 227T2180 with a breaker rated 80 kA.
b3800.405	Replace Brambleton 230 kV breakers 20102, 20602, 204502, 209402, 201T2045, 206T2094 with breakers rated 80 kA.
b3800.406	Replace Gainesville 230 kV breaker 216192 with a breaker rated 80 kA.
b3800.407	Replace Loudoun 230 kV breakers 204552, 217352 with breakers rated 80 kA.
b3800.408	Replace Ox 230 kV breakers 22042, 24342, 24842, 220T2063, 243T2097, 248T2013, H342 with breakers rated 80 kA.
b3800.409	Replace Paragon Park 230 kV breakers 208132, 215032, 2081T2206, 2150T2207 with breakers rated 80 kA.
b3800.410	Replace Reston 230 kV breaker 264T2015 with a breaker rated 63 kA.
b3800.411	Replace Stonewater 230 kV breakers 20662-1, 20662-2, 217862-1, 217862-2 with breakers rated 80 kA.
b3800.412	Replace Waxpool 230 kV breakers 214922-5, 214922-6, 216622-5, 216622-6 with breakers rated 63 kA.

SCHEDULE B

Scope of Work

PJM Baseline Upgrade ID	Scopes of Work
b3800.118	Line work for terminating Doubs to Bismark line into Woodside 500 kV substation. (DOM Portion)
b3800.120	Aspen substation work to terminate new NextEra 500 kV line. Include Aspen 500 kV substation portion build.
b3800.200	Build a new 500kV line from Aspen - Golden on 500/230kV double circuit structures with substation upgrades at Aspen and Golden. New conductor to have a minimum summer normal rating of 4357MVA.
b3800.201	Install (2) 500-230kV transformer banks at Golden substation
b3800.202	Install (1) 500-230kV transformer bank at Aspen substation
b3800.203	Install a 2nd 500-230 kV 1440MVA transformer at Mars substation
b3800.204	Reconductor 0.5 mile section of 230kV Line #2150 Golden - Paragon Park Circuit 1 to achieve a summer rating of 1573 MVA.
b3800.205	Reconductor 0.5 mile section of 230kV Line #2081 Golden - Paragon Park Circuit 2 to achieve a summer rating of 1573 MVA.
b3800.206	Upgrade Paragon Park substation line conductors to 4000A continuous current rating for 230kV Lines #2081 & Line #2150.
b3800.207	Reconductor 230kV Line #2207 Paragon Park - Beco to achieve a summer rating of 1573 MVA.
b3800.208	Upgrade Paragon Park substation conductor and line leads to 4000A continuous current rating for 230kV Line #2207.

b3800.209	Upgrade BECO substation equipment to 4000A continuous current rating for 230kV Line #2207.
b3800.210	Build a new 230kV line from Mars - Lockridge on 500/230kV double circuit structures to achieve a summer rating of 1573 MVA. Install 230kV equipment at Mars and Lockridge.
b3800.211	Build a new 230kV line from Lockridge - Golden on 500/230kV double circuit structures to achieve a summer rating of 1573 MVA. Install 230kV equipment at Golden and Lockridge.
b3800.212	Build a new 500kV Line from Mars-Golden on 500/230kV double circuit structures with substation upgrades at Golden and Mars. New conductor to have a minimum summer normal rating of 4357 MVA.
b3800.213	Cut 500kV Line # 558 Brambleton - Goose Creek into Aspen substation. Upgrade 500kV terminal equipment at Aspen and Goose Creek to 5000A continuous rating current. At Goose Creek, replace circuit breakers 59582 and 55882, and associated disconnect switches, breaker leads, bus, and line risers to accommodate 5000A rating.
b3800.214	Build a new 500kV Line from Aspen - Goose Creek to achieve a summer rating of 4357 MVA. Install new 500kV terminal equipment at Aspen.
b3800.215	Cut 230kV Line #2150 Sterling Park - Paragon Park Circuit 1 into Golden substation and install 230kV equipment at Golden. Upgrade relay settings at Golden substation for upgrading 230kV Line #2150 to 4000A continuous current rating.
b3800.216	Cut 230kV Line #2081 Sterling Park - Paragon Park Circuit 2 into Golden substation and install 230kV equipment at Golden. Upgrade relay settings at Golden substation for upgrading 230kV Line #2081 to 4000A continuous current rating.
b3800.217	Build a new 230kV line from Aspen - Sycolin Creek on 500/230kV double circuit structures to achieve a summer rating of 1573 MVA. Install 230kV equipment at Golden and Sycolin Creek.
b3800.218	Build a new 230kV line from Sycolin Creek - Golden on 500/230kV double circuit structures to achieve a summer rating of 1573 MVA. Install 230kV equipment at Golden and Sycolin Creek.
b3800.219	Replace 7 overdutied 230kV breakers at Beaumeade substation with 80kA breakers
b3800.220	Replace 4 overdutied 230kV breakers at BECO substation with 80kA breakers

b3800.221	Replace 4 overdutied 230kV breakers at Belmont substation with 80kA breakers
b3800.222	Replace 1 overdutied 230kV breaker at Discovery substation with 80kA breaker
b3800.223	Replace 1 overdutied 230kV breaker at Pleasant View substation with 80kA breaker
b3800.224	Replace 2 overdutied 230kV breakers at Shellhorn substation with 80kA breakers
b3800.225	Change 500kV Line #558 destination at Brambleton to Aspen Substation and upgrade line protection relays
b3800.226	Change 230kV Lines # 2081 and 2150 at Paragon Park substation destination to Golden Substation and upgrade line protection relays
b3800.227	Change 230kV Lines # 2081 and 2150 at Sterling Park substation destination to Golden Substation and upgrade line protection relays
b3800.228	Reconductor 1.47 miles of 230kV circuits 2081 and 2150 from Sterling Park to Golden substation. Upgrade terminal equipment at Sterling Park to 4000A continuous current
b3800.229	Reconductor 0.67 miles of 230kV circuits 2194 and 9231 from Davis Drive to Sterling Park substation. Terminal equipment at remote end substations will be installed or upgraded to 4000A continuous current rating to support new conductor ratings
b3800.230	Reset relays at Breezy Knoll for the revised current rating of 230kV Line #2098 Pleasant View - Hamilton
b3800.231	Reset relays at Dry Mill for the revised current rating of 230kV Line #2098 Pleasant View - Hamilton
b3800.232	Reset relays at Hamilton for the revised current rating of 230kV Line #2098 Pleasant View - Hamilton

b3800.233	Upgrade equipment to 4000A continuous current rating at Pleasant View substation in support of 230kV Line #2098 wreck and rebuild. Replace circuit breakers 274T2098 & 2098T2180 and associated disconnect switches, breaker leads, bus, and line risers to accommodate 4000A rating
b3800.234	Wreck and rebuild approximately one (1) mile of 230kV Line #2098 between Pleasant View and structure 2098/9, where Line #2098 turn towards Hamilton substation
b3800.235	Replace 5 overdutied 230kV breakers at Loudoun substation with 80kA breakers
b3800.236	Replace 2 overdutied 500kV breakers at Ox substation with 63kA breakers
b3800.237	Replace 1 overdutied 500kV breaker at Pleasant View substation with a 63kA breaker
b3800.238	Upgrade equipment to 4000A continuous current rating at Pleasant View substation in support of 230kV Line #203 rebuild. Replace circuit breakers 203T274 & L3T203 and associated disconnect switches, breaker leads, bus, and line risers to accommodate 4000A rating
b3800.239	Wreck and rebuild 230kV Line #203 between Pleasant View and structure 203/15 using double circuit 500/230kV structures. The 500kV line is from Aspen - Doubs.
b3800.240	Build a new 500kV line from Aspen - Doubs using double circuit 500/230kV structures. The 230kV line is from Pleasant View - structure 203/15. Install terminal equipment at Aspen for a 5000A line to Doubs (First Energy). This includes GIS breakers, GIS-to-AIS transition equipment, and metering CCVTs and CTs for the tie line.
b3800.241	Rebuild 500kV Line #514 from Goose Creek - Doubs using 500/230kV double circuit structures. The new double circuit towers will accommodate 230kV Line #2098 between Pleasant View substation and structure 2098/9. Upgrade equipment at Goose Creek to 5000A continuous current rating in support of Line #514 wreck and rebuild. Replace circuit breakers 514T595 & 51482 and associated disconnect switches, breaker leads, bus, and line risers to accommodate 5000A rating.
b3800.242	Upgrading switches 20366M and 20369M and line leads to 4000A continuous current rating of 230kV Line #203 at Edwards Ferry substation
b3800.300	Rebuild 230kV Line #2135 Hollymeade Junction – Cash's Corner using double-circuit capable 500/230 kV poles. New conductor has a summer rating of 1573 MVA. (The 500kV circuit will not be wired as part of this project).

b3800.301	Rebuild 230kV Line #2135 Cash's Corner – Gordonsville using double-circuit capable 500/230 kV poles. New conductor has a summer rating of 1573 MVA. (The 500kV circuit will not be wired as part of this project).
b3800.302	Upgrade Cash's Corner switches 213576 and 213579 and line leads to 4000A continuous current rating of 230kV Line #2135.
b3800.303	Upgrade Gordonsville substation line leads to 4000A continuous current rating of 230kV Line #2135.
b3800.304	Upgrade Hollymeade substation switch 213549 and line leads to 4000A continuous current rating of 230kV Line #2135.
b3800.305	Install one (1) 300 MVAR Static synchronous Compensator (STATCOM) & associated equipment at Beaumeade substation.
b3800.306	Install one (1) 500KV, 150 MVAr Shunt Capacitor Bank & associated equipment at Morrisville substation. This addition will require a control house expansion to accommodate for two new panels.
b3800.307	Install one (1) 500kV, 300 MVAR Static synchronous Compensator (STATCOM) & associated equipment at Mars substation.
b3800.308	Install one (1) 230kV, 150MVAr Shunt Capacitor Bank & associated equipment at Mars substation.
b3800.309	Install one (1) 230kV, 150MVAr Shunt Capacitor Bank & associated equipment at Wishing Star Substation.
b3800.310	Install one (1) 500kV, 293.8MVAr Shunt Capacitor Bank & associated equipment at Wishing Star Substation.
b3800.311	Rebuild 500kV Line #545 Bristers - Morrisville as a single circuit monopole line to accommodate the new 500 kV line in the existing ROW. New conductor to have a summer rating of 4357 MVA.
b3800.312	Rebuild 500kV Line #569 Loudoun - Morrisville to accommodate the new 500 kV line in the existing right-of-way. New conductor to have a summer rating of 4357 MVA.

b3800.313	Rebuild approximately 10.29 miles line segment of Line #535 (Meadow Brook to Loudoun) to accommodate the new 500 kV line in the existing ROW.
b3800.314	Rebuild approximately 4.83 miles of 500kV Line #546 Mosby - Wishing Star to accommodate the new 500 kV line in the existing ROW. New conductor to have a summer rating of 4357 MVA. Upgrade and install equipment at Mosby substation to upgrade terminal equipment to be rated for 5000A for 500kV Lines #546.
b3800.315	Rebuild approximately 4.59 miles of 500kV Line #590 Mosby - Wishing Star to accommodate the new 500 kV line in the existing ROW. New conductor to have a summer rating of 4357 MVA. Upgrade and install equipment at Mosby substation to upgrade terminal equipment to be rated for 5000A for 500kV Lines #590.
b3800.316	Rebuild approximately 6.17 miles of 230kV Line #2030 Gainesville - Mint Springs to accommodate the new 500 kV line in the existing ROW. New conductor to have a summer rating of 1573 MVA.
b3800.317	Rebuild approximately 1.58 miles of 230kV Line #2030 Mint Springs - Loudoun to accommodate the new 500 kV line in the existing ROW. New conductor to have a summer rating of 1573 MVA.
b3800.318	Rebuild approximately 4.2 miles of 230kV Line #2045 Loudoun - North Star to accommodate the new 500 kV line in the existing ROW. New conductor to have a summer rating of 1573 MVA.
b3800.319	Rebuild approximately 0.88 miles of 230kV Line #2045 North Star - Brambleton to accommodate the new 500 kV line in the existing ROW. New conductor to have a summer rating of 1573 MVA.
b3800.320	Rebuild approximately 1.22 miles of 230kV Line #2227 Brambleton - Racefield to accommodate the new 500 kV line in the existing ROW. New conductor to have a summer rating of 1573 MVA.
b3800.321	Rebuild approximately 3.69 miles of 230kV Line #2094 Racefield - Loudoun to accommodate the new 500 kV line in the existing ROW. New conductor to have a summer rating of 1573 MVA.
b3800.322	Rebuild approximately 9.16 miles of 230kV Line #2101 Bristers - Nokesville to accommodate the new 500 kV line in the existing ROW. New conductor to have a summer rating of 1573 MVA.
b3800.323	Rebuild approximately 2.89 miles of 230kV Line #2101 Nokesville - Vint Hill TP to accommodate the new 500 kV line in the existing ROW. New conductor to have a summer rating of 1573 MVA.
b3800.324	Rebuild approximately 0.33 miles of 230kV Line #2101 Vint Hill TP - Vint Hill to accommodate the new 500 kV line in the existing ROW. New conductor to have a summer rating of 1573 MVA.

b3800.325	Rebuild approximately 3.32 miles of 230kV Line #2114 Rollins Ford - Vint Hill to accommodate the new 500 kV line in the existing ROW. New conductor to have a summer rating of 1573 MVA.
b3800.326	Rebuild approximately 10.09 miles of 230kV Line #2114 Vint Hill - Elk Run to accommodate the new 500 kV line in the existing ROW. New conductor to have a summer rating of 1573 MVA.
b3800.327	Rebuild approximately 4.43 miles of 230kV Line #2140 Heathcote - Catharpin to accommodate the new 500 kV line in the existing ROW. New conductor to have a summer rating of 1573 MVA.
b3800.328	Rebuild approximately 2.88 miles of 230kV Line #2140 Catharpin - Loudoun to accommodate the new 500 kV line in the existing ROW. New conductor to have a summer rating of 1573 MVA.
b3800.329	Rebuild approximately 0.25 miles of 230kV Line #2151 Railroad DP - Gainesville to accommodate the new 500 kV line in the existing ROW. New conductor to have a summer rating of 1573 MVA.
b3800.330	Rebuild approximately 4.14 miles of 230kV Line #2163 Vint Hill - Liberty to accommodate the new 500 kV line in the existing ROW. New conductor to have a summer rating of 1573 MVA.
b3800.331	Rebuild approximately 0.48 miles of Line #2176 Heathcote - Gainesville to accommodate the new 500 kV line in the existing ROW. New conductor to have a summer rating of 1573 MVA.
b3800.332	Rebuild approximately 1.11 miles of Line #2222 Rollins Ford - Gainesville to accommodate the new 500 kV line in the existing ROW. New conductor to have a summer rating of 1573 MVA.
b3800.333	Rebuild approximately 1.65 miles of Line #183 Bristers - Ox to accommodate the new 500 kV line in the existing ROW. New conductor to have a summer rating of 1573 MVA.
b3800.334	Replace 4 overdutied 230kV breakers at Loudoun Substation with 80kA breakers
b3800.335	Replace 1 overdutied 500kV breaker at Ox Substation with a 63kA breaker
b3800.336	Upgrade and install equipment at Bristers substation to support the new conductor 5000A rating for 500kV Line #545.

b3800.337	Upgrade and install equipment at Brambleton substation to support the new conductor termination. All terminal equipment for 230kV Lines #2045 & #2094 to be rated for 4000A continuous current rating.
b3800.338	Revise relay settings at Dawkins Branch
b3800.339	Upgrade and install equipment at Gainesville substation to support the new conductor termination. All terminal equipment for 230kV Line #2030 to be rated for 4000A continuous current rating.
b3800.340	Revise relay settings at Heathcote
b3800.341	Upgrade and install equipment at Loudoun substation for 230kV Line #2094 Loudoun - Racefield to be rated for 4000A continuous current rating.
b3800.342	Upgrade and install equipment at Loudoun substation for 230kV Line #2045 Loudoun - North Star to be rated for 4000A continuous current rating.
b3800.343	Upgrade and install equipment at Loudoun substation for 230kV Line #2030 Loudoun - Mint Springs to be rated for 4000A continuous current rating.
b3800.344	Upgrade and install equipment at Loudoun substation to support the new conductor 5000A rating for 500kV Line #569 Loudoun - Morrisville.
b3800.345	Revise relay settings at Mint Springs
b3800.346	Upgrade and install equipment at Morrisville substation to support the new 500kV conductor termination. All terminal equipment to be rated for 5000 A for 500kV Line #545 & #569. Upgrade 500 kV bus 2 to 5000 A.
b3800.347	Revise relay settings at North Star
b3800.348	Revise relay settings at Racefield

b3800.349	Revise relay settings at Railroad
b3800.350	Install terminal equipment at Vint Hill substation to support a 5000A line to Morrisville. Update relay settings for 230kV Lines #2101, #2163, and 500kV Line #535.
b3800.351	Update relay settings at Vint Hill for 230kV Line #2101 Vint Hill - Bristers
b3800.352	Update relay settings at Vint Hill for 230kV Line #2163 Vint Hill - Liberty
b3800.353	Update relay settings at Vint Hill for 500kV Line #535 Vint Hill - Loudoun
b3800.354	Install terminal equipment at Wishing Star substation to support a 5000A line to Vint Hill. Update relay settings for 500kV Lines #546 and #590.
b3800.355	Revise relay settings at Youngs Branch
b3800.356	Build a new 500kV line from Vint Hill to Wishing Star. The line will be supported on single circuit monopoles. New conductor to have a summer rating of 4357 MVA. Line length is approximately 16.59 miles.
b3800.357	Build a new 500kV line from Morrisville to Vint Hill. New conductor to have a summer rating of 4357 MVA. Line length is approximately 19.71 miles.
b3800.358	Replace single unit Locks 230/115 kV 168MVA transformer TX #7 with new single unit transformer with a rating of 224 MVA. Lead lines at the 115 kV level will be upgraded to 2000 A.
b3800.359	Wreck and rebuild Line #2090 Ladysmith CT – Summit D.P. segment as a double circuit 230kV line to achieve a summer rating of 1573 MVA. Only one circuit will be wired at this stage. Upgrade circuit breaker leads, switches and line leads at Ladysmith CT to 4000A
b3800.360	Rebuild 230kV Line #2054 Charlottesville – Proffit DP using double-circuit capable 500/230 kV poles. (The 500kV circuit will not be wired as part of this project).

b3800.361	Rebuild 230kV Line #233 Charlottesville – Hydraulic Rd – Barracks Road – Crozet – Dooms
b3800.362	Rebuild 230kV Line #291 segment from Charlottesville – Barracks Road
b3800.363	Rebuild 230kV Line #291 segment from Barracks Road – Crozet
b3800.364	Rebuild 230kV Line #291 segment Crozet – Dooms
b3800.365	Hollymeade Substation Relay Revision for 230kV Line #2054 Charlottsville - Hollymeade
b3800.366	Upgrade the terminal equipment at Charlottesville to 4000A for 230kV Line #2054 (Charlottsville – Hollymeade).
b3800.367	Proffit DP Substation Relay Revision for 230kV Line #2054 Charlottesville - Hollymeade
b3800.368	Barracks Rd Substation Relay Reset to accommodate the rebuilt line 230kV Lines #233 and #291.
b3800.369	Crozet Substation Relay Reset to accommodate the rebuilt line 230kV Lines #233 and #291.
b3800.370	Charlottesville Substation Terminal Equipment Upgrade for 230kV Lines #233 & #291 Rebuild
b3800.371	Upgrade Hydraulic Rd Substation Equipment for 230kV Line #233 & #291 Rebuild
b3800.372	Dooms Substation Terminal Equipment Upgrade for 230kV Linex #233 & #291 Rebuild

b3800.373	Wreck and rebuild approximately 7.14 miles of 230kV line #256 from St. Johns to structure 256/108 to achieve a summer rating of 1573 MVA. Line switch 25666 at St. Johns to be upgraded to 4000A.
b3800.374	Reconductor approximately 5.30 miles of 230kV line #256 from Ladysmith CT to structure 256/107 to achieve a summer rating of 1573 MVA. Terminal equipment at remote end substations will be upgraded to 4000A.
b3800.375	Construct new Woodside-Goose Creek 500 kV line for ~3 miles on single circuit monopole structures within the Doubs-Goose Creek Corridor. (DOM Portion)
b3800.401	Replace Ashburn 230 kV breaker SC432 with a breaker rated 63 kA.
b3800.402	Replace Beaumeade 230 kV breaker 227T2152 with a breaker rated 80 kA.
b3800.403	Replace BECO 230 kV breakers 215012 and H12T2150 with breakers rated 63kA.
b3800.404	Replace Belmont 230 kV breaker 227T2180 with a breaker rated 80 kA.
b3800.405	Replace Brambleton 230 kV breakers 20102, 20602, 204502, 209402, 201T2045, 206T2094 with breakers rated 80 kA.
b3800.406	Replace Gainesville 230 kV breaker 216192 with a breaker rated 80 kA.
b3800.407	Replace Loudoun 230 kV breakers 204552, 217352 with breakers rated 80 kA.
b3800.408	Replace Ox 230 kV breakers 22042, 24342, 24842, 220T2063, 243T2097, 248T2013, H342 with breakers rated 80 kA.
b3800.409	Replace Paragon Park 230 kV breakers 208132, 215032, 2081T2206, 2150T2207 with breakers rated 80 kA.
b3800.410	Replace Reston 230 kV breaker 264T2015 with a breaker rated 63 kA.

b3800.411	Replace Stonewater 230 kV breakers 20662-1, 20662-2, 217862-1, 217862-2 with breakers rated 80 kA.
b3800.412	Replace Waxpool 230 kV breakers 214922-5, 214922-6, 216622-5, 216622-6 with breakers rated 63 kA.

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.
b3800.118	N/A	2/1/2025	(NextEra Responsibility) 10/31/2025	12/31/2031
b3800.120	N/A	2/1/2025	6/20/2025	12/31/2031
b3800.200	N/A	2/1/2025	6/2/2026	12/31/2027
b3800.201	N/A	2/1/2025	6/2/2026	12/31/2027
b3800.202	N/A	2/1/2025	6/2/2026	12/31/2027
b3800.203	N/A	2/1/2025	6/5/2025	5/20/2027
b3800.204	N/A	2/1/2025	6/5/2025	6/1/2027
b3800.205	N/A	2/1/2025	6/5/2025	6/1/2027
b3800.206	N/A	2/1/2025	6/5/2025	6/1/2027
b3800.207	N/A	2/1/2025	6/5/2025	6/1/2027
b3800.208	N/A	2/1/2025	6/5/2025	6/1/2027
b3800.209	N/A	2/1/2025	6/5/2025	6/1/2027
b3800.210	N/A	2/1/2025	2/12/2027	6/1/2028
b3800.211	N/A	2/1/2025	2/12/2027	6/1/2028
b3800.212	N/A	2/1/2025	2/12/2027	6/1/2028
b3800.213	N/A	2/1/2025	6/2/2026	12/31/2027

b3800.214	N/A	2/1/2025	6/2/2026	12/31/2027
b3800.215	N/A	2/1/2025	6/2/2026	12/31/2027
b3800.216	N/A	2/1/2025	6/2/2026	12/31/2027
b3800.217	N/A	2/1/2025	6/2/2026	12/31/2027
b3800.218	N/A	2/1/2025	6/2/2026	12/31/2027
b3800.219	N/A	2/1/2025	N/A	12/3/2030
b3800.220	N/A	2/1/2025	N/A	8/16/2030
b3800.221	N/A	2/1/2025	N/A	10/28/2030
b3800.222	N/A	2/1/2025	N/A	3/15/2030
b3800.223	N/A	2/1/2025	N/A	3/15/2030
b3800.224	N/A	2/1/2025	N/A	2/12/2030
b3800.225	N/A	2/1/2025	6/2/2026	12/31/2027
b3800.226	N/A	2/1/2025	6/2/2026	12/31/2027
b3800.227	N/A	2/1/2025	6/2/2026	12/31/2027
b3800.228	N/A	2/1/2025	6/25/2025	6/1/2028
b3800.229	N/A	2/1/2025	6/25/2025	6/1/2028
b3800.230	N/A	2/1/2025	4/29/2027	9/13/2030
b3800.231	N/A	2/1/2025	4/29/2027	9/13/2030
b3800.232	N/A	2/1/2025	4/29/2027	9/13/2030
b3800.233	N/A	2/1/2025	4/29/2027	9/13/2030
b3800.234	N/A	2/1/2025	4/29/2027	9/13/2030
b3800.235	N/A	2/1/2025	N/A	10/5/2031
b3800.236	N/A	2/1/2025	N/A	1/5/2029
b3800.237	N/A	2/1/2025	4/29/2027	9/13/2030
b3800.238	N/A	2/1/2025	4/29/2027	9/13/2030
b3800.239	N/A	2/1/2025	4/29/2027	9/13/2030
b3800.240	N/A	2/1/2025	4/29/2027	9/13/2030
b3800.241	N/A	2/1/2025	4/29/2027	9/13/2030
b3800.242	N/A	2/1/2025	4/29/2027	9/13/2030
b3800.300	N/A	2/1/2025	6/30/2027	6/30/2028
b3800.301	N/A	2/1/2025	6/30/2027	6/30/2028
b3800.302	N/A	2/1/2025	6/30/2027	6/30/2028
b3800.303	N/A	2/1/2025	6/30/2027	6/30/2028
b3800.304	N/A	2/1/2025	6/30/2027	6/30/2028
b3800.305	N/A	2/1/2025	5/30/2025	5/20/2027
b3800.306	N/A	2/1/2025	5/30/2025	2/28/2027
b3800.307	N/A	2/1/2025	5/30/2025	5/20/2027
b3800.308	N/A	2/1/2025	5/30/2025	6/20/2027
b3800.309	N/A	2/1/2025	1/4/2027	11/30/2027
b3800.310	N/A	2/1/2025	1/4/2027	11/30/2027
b3800.311	N/A	2/1/2025	5/30/2025	2/28/2027

b3800.312	N/A	2/1/2025	11/30/2027	12/31/2029
b3800.313	N/A	2/1/2025	11/30/2027	12/31/2029
b3800.314	N/A	2/1/2025	2/28/2029	6/30/2030
b3800.315	N/A	2/1/2025	2/28/2029	6/30/2030
b3800.316	N/A	2/1/2025	11/30/2027	12/31/2029
b3800.317	N/A	2/1/2025	11/30/2027	12/31/2029
b3800.318	N/A	2/1/2025	2/28/2029	6/30/2030
b3800.319	N/A	2/1/2025	2/28/2029	6/30/2030
b3800.320	N/A	2/1/2025	2/28/2029	6/30/2030
b3800.321	N/A	2/1/2025	2/28/2029	6/30/2030
b3800.322	N/A	2/1/2025	11/3/2025	6/30/2028
b3800.323	N/A	2/1/2025	11/3/2025	6/30/2028
b3800.324	N/A	2/1/2025	11/3/2025	6/30/2028
b3800.325	N/A	2/1/2025	11/30/2027	12/31/2029
b3800.326	N/A	2/1/2025	11/3/2025	6/30/2028
b3800.327	N/A	2/1/2025	11/30/2027	12/31/2029
b3800.328	N/A	2/1/2025	11/30/2027	12/31/2029
b3800.329	N/A	2/1/2025	11/30/2027	12/31/2029
b3800.330	N/A	2/1/2025	11/30/2027	12/31/2029
b3800.331	N/A	2/1/2025	11/30/2027	12/31/2029
b3800.332	N/A	2/1/2025	11/30/2027	12/31/2029
b3800.333	N/A	2/1/2025	11/3/2025	6/30/2028
b3800.334	N/A	2/1/2025	N/A	10/5/2031
b3800.335	N/A	2/1/2025	N/A	1/5/2029
b3800.336	N/A	2/1/2025	5/30/2025	2/28/2027
b3800.337	N/A	2/1/2025	2/28/2029	6/30/2030
b3800.338	N/A	2/1/2025	11/30/2027	12/31/2029
b3800.339	N/A	2/1/2025	11/30/2027	12/31/2029
b3800.340	N/A	2/1/2025	11/30/2027	12/31/2029
b3800.341	N/A	2/1/2025	2/28/2029	6/30/2030
b3800.342	N/A	2/1/2025	2/28/2029	6/30/2030
b3800.343	N/A	2/1/2025	11/30/2027	12/31/2029
b3800.344	N/A	2/1/2025	11/30/2027	12/31/2029
b3800.345	N/A	2/1/2025	11/30/2027	12/31/2029
b3800.346	N/A	2/1/2025	5/30/2025	2/28/2027
b3800.347	N/A	2/1/2025	2/28/2029	6/30/2030
b3800.348	N/A	2/1/2025	2/28/2029	6/30/2030
b3800.349	N/A	2/1/2025	11/30/2027	12/31/2029
b3800.350	N/A	2/1/2025	11/3/2025	6/30/2028
b3800.351	N/A	2/1/2025	11/3/2025	6/30/2028
b3800.352	N/A	2/1/2025	11/30/2027	12/31/2029

b3800.353	N/A	2/1/2025	11/30/2027	12/31/2029
b3800.354	N/A	2/1/2025	2/28/2029	6/30/2030
b3800.355	N/A	2/1/2025	11/30/2027	12/31/2029
b3800.356	N/A	2/1/2025	2/28/2029	6/30/2030
b3800.357	N/A	2/1/2025	11/3/2025	6/30/2028
b3800.358	N/A	2/1/2025	12/30/2027	12/30/2027
b3800.359	N/A	2/1/2025	7/24/2025	6/29/2027
b3800.360	N/A	2/1/2025	10/23/2024	12/29/2027
b3800.361	N/A	2/1/2025	8/25/2025	11/30/2028
b3800.362	N/A	2/1/2025	8/25/2025	11/30/2028
b3800.363	N/A	2/1/2025	8/25/2025	11/30/2028
b3800.364	N/A	2/1/2025	8/25/2025	11/30/2028
b3800.365	N/A	2/1/2025	10/23/2024	12/29/2027
b3800.366	N/A	2/1/2025	10/23/2024	12/29/2027
b3800.367	N/A	2/1/2025	10/23/2024	12/29/2027
b3800.368	N/A	2/1/2025	8/25/2025	11/30/2028
b3800.369	N/A	2/1/2025	8/25/2025	11/30/2028
b3800.370	N/A	2/1/2025	8/25/2025	11/30/2028
b3800.371	N/A	2/1/2025	8/25/2025	11/30/2028
b3800.372	N/A	2/1/2025	8/25/2025	11/30/2028
b3800.373	N/A	2/1/2025	7/24/2025	5/20/2027
b3800.374	N/A	2/1/2025	7/24/2025	5/20/2027
b3800.375	N/A	2/1/2025	11/9/2028	12/31/2031
b3800.401	N/A	2/1/2025	N/A	11/12/2028
b3800.402	N/A	2/1/2025	N/A	12/3/2030
b3800.403	N/A	2/1/2025	N/A	12/24/2028
b3800.404	N/A	2/1/2025	N/A	10/28/2030
b3800.405	N/A	2/1/2025	N/A	1/8/2031
b3800.406	N/A	2/1/2025	N/A	3/15/2030
b3800.407	N/A	2/1/2025	N/A	10/5/2031
b3800.408	N/A	2/1/2025	N/A	4/21/2031
b3800.409	N/A	2/1/2025	N/A	2/16/2031
b3800.410	N/A	2/1/2025	N/A	10/13/2028
b3800.411	N/A	2/1/2025	N/A	8/16/2030
b3800.412	N/A	2/1/2025	N/A	12/16/2028

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
b3800.118	N/A	Projects that comprise 2022 RTEP Window 3 Recommended Solution collectively address the 2027/28 baseline local and regional constraints associated with Data Center load additions in APS and Dominion zones, reactive power needs, and the cumulative impact of over 11,000 MW of generation changes and deactivations. These projects all adhere to all applicable planning criteria, including PJM, NERC, SERC, RFC and local Transmission Owner FERC 715 criteria.
b3800.120	N/A	
b3800.200	4357/4357/5155/5155 MVA SN/SE/WN/WE	
b3800.201	1440MVA	
b3800.202	1440MVA	
b3800.203	1440MVA	
b3800.204	1573/1573/1648/1648 MVA SN/SE/WN/WE	
b3800.205	1573/1573/1648/1648 MVA SN/SE/WN/WE	
b3800.206	4000A	
b3800.207	1573/1573/1648/1648 MVA SN/SE/WN/WE	
b3800.208	4000A	
b3800.209	4000A	
b3800.210	1573/1573/1648/1648 MVA SN/SE/WN/WE	
b3800.211	1573/1573/1648/1648 MVA SN/SE/WN/WE	
b3800.212	4357/4357/5155/5155 MVA SN/SE/WN/WE	

b3800.213	5000A	Projects that comprise 2022 RTEP Window 3 Recommended Solution collectively address the 2027/28 baseline local and regional constraints associated with Data Center load additions in APS and Dominion zones, reactive power needs, and the cumulative impact of over 11,000 MW of generation changes and deactivations. These projects all adhere to all applicable planning criteria, including PJM, NERC, SERC, RFC and local Transmission Owner FERC 715 criteria.
b3800.214	4357/4357/5155/5155 MVA SN/SE/WN/WE	
b3800.215	4000A	
b3800.216	4000A	
b3800.217	1573/1573/1648/1648 MVA SN/SE/WN/WE	
b3800.218	1573/1573/1648/1648 MVA SN/SE/WN/WE	
b3800.219	N/A	
b3800.220	N/A	
b3800.221	N/A	
b3800.222	N/A	
b3800.223	N/A	
b3800.224	N/A	
b3800.225	N/A	
b3800.226	N/A	
b3800.227	N/A	
b3800.228	1573/1573/1648/1648 MVA SN/SE/WN/WE	
b3800.229	1573/1573/1648/1648 MVA SN/SE/WN/WE	
b3800.230	N/A	

b3800.231	N/A	Projects that comprise 2022 RTEP Window 3 Recommended Solution collectively address the 2027/28 baseline local and regional constraints associated with Data Center load additions in APS and Dominion zones, reactive power needs, and the cumulative impact of over 11,000 MW of generation changes and deactivations. These projects all adhere to all applicable planning criteria, including PJM, NERC, SERC, RFC and local Transmission Owner FERC 715 criteria.
b3800.232	N/A	
b3800.233	4000A	
b3800.234	1047/1047/1160/1160 MVA SN/SE/WN/WE	
b3800.235	N/A	
b3800.236	N/A	
b3800.237	N/A	
b3800.238	4000A	
b3800.239	1573/1573/1648/1648 MVA SN/SE/WN/WE	
b3800.240	4357/4357/5155/5155 MVA SN/SE/WN/WE	
b3800.241	4357/4357/5155/5155 MVA SN/SE/WN/WE	
b3800.242	4000A	
b3800.300	1047/1047/1160/1160 MVA SN/SE/WN/WE	
b3800.301	1573/1573/1648/1648 MVA SN/SE/WN/WE	
b3800.302	4000A	
b3800.303	4000A	
b3800.304	4000A	
b3800.305	N/A	

b3800.306	N/A	Projects that comprise 2022 RTEP Window 3 Recommended Solution collectively address the 2027/28 baseline local and regional constraints associated with Data Center load additions in APS and Dominion zones, reactive power needs, and the cumulative impact of over 11,000 MW of generation changes and deactivations. These projects all adhere to all applicable planning criteria, including PJM, NERC, SERC, RFC and local Transmission Owner FERC 715 criteria.
b3800.307	N/A	
b3800.308	N/A	
b3800.309	N/A	
b3800.310	N/A	
b3800.311	4357/4357/5155/5155 MVA SN/SE/WN/WE	
b3800.312	4357/4357/5155/5155 MVA SN/SE/WN/WE	
b3800.313	4357/4357/5155/5155 MVA SN/SE/WN/WE	
b3800.314	4357/4357/5155/5155 MVA SN/SE/WN/WE	
b3800.315	4357/4357/5155/5155 MVA SN/SE/WN/WE	
b3800.316	1573/1573/1648/1648 MVA SN/SE/WN/WE	
b3800.317	1573/1573/1648/1648 MVA SN/SE/WN/WE	
b3800.318	1573/1573/1648/1648 MVA SN/SE/WN/WE	
b3800.319	1573/1573/1648/1648 MVA SN/SE/WN/WE	
b3800.320	1573/1573/1648/1648 MVA SN/SE/WN/WE	
b3800.321	1573/1573/1648/1648 MVA SN/SE/WN/WE	
b3800.322	1573/1573/1648/1648 MVA SN/SE/WN/WE	
b3800.323	1573/1573/1648/1648 MVA SN/SE/WN/WE	

b3800.324	1573/1573/1648/1648 MVA SN/SE/WN/WE	Projects that comprise 2022 RTEP Window 3 Recommended Solution collectively address the 2027/28 baseline local and regional constraints associated with Data Center load additions in APS and Dominion zones, reactive power needs, and the cumulative impact of over 11,000 MW of generation changes and deactivations. These projects all adhere to all applicable planning criteria, including PJM, NERC, SERC, RFC and local Transmission Owner FERC 715 criteria.
b3800.325	1573/1573/1648/1648 MVA SN/SE/WN/WE	
b3800.326	1573/1573/1648/1648 MVA SN/SE/WN/WE	
b3800.327	1573/1573/1648/1648 MVA SN/SE/WN/WE	
b3800.328	1573/1573/1648/1648 MVA SN/SE/WN/WE	
b3800.329	1573/1573/1648/1648 MVA SN/SE/WN/WE	
b3800.330	1573/1573/1648/1648 MVA SN/SE/WN/WE	
b3800.331	1573/1573/1648/1648 MVA SN/SE/WN/WE	
b3800.332	1573/1573/1648/1648 MVA SN/SE/WN/WE	
b3800.333	1573/1573/1648/1648 MVA SN/SE/WN/WE (@230kV)	
b3800.334	N/A	
b3800.335	N/A	
b3800.336	5000A	
b3800.337	4000A	
b3800.338	N/A	
b3800.339	4000A	
b3800.340	N/A	
b3800.341	4000A	

b3800.342	4000A	Projects that comprise 2022 RTEP Window 3 Recommended Solution collectively address the 2027/28 baseline local and regional constraints associated with Data Center load additions in APS and Dominion zones, reactive power needs, and the cumulative impact of over 11,000 MW of generation changes and deactivations. These projects all adhere to all applicable planning criteria, including PJM, NERC, SERC, RFC and local Transmission Owner FERC 715 criteria.
b3800.343	4000A	
b3800.344	5000A	
b3800.345	N/A	
b3800.346	5000A	
b3800.347	N/A	
b3800.348	N/A	
b3800.349	N/A	
b3800.350	5000A	
b3800.351	N/A	
b3800.352	N/A	
b3800.353	N/A	
b3800.354	5000A	
b3800.355	N/A	
b3800.356	4357/4357/5155/5155 MVA SN/SE/WN/WE	
b3800.357	4357/4357/5155/5155 MVA SN/SE/WN/WE	
b3800.358	224MVA	
b3800.359	1573/1573/1648/1648 MVA SN/SE/WN/WE	

b3800.360	1047/1047/1160/1160 MVA SN/SE/WN/WE	Projects that comprise 2022 RTEP Window 3 Recommended Solution collectively address the 2027/28 baseline local and regional constraints associated with Data Center load additions in APS and Dominion zones, reactive power needs, and the cumulative impact of over 11,000 MW of generation changes and deactivations. These projects all adhere to all applicable planning criteria, including PJM, NERC, SERC, RFC and local Transmission Owner FERC 715 criteria.
b3800.361	1573/1573/1648/1648 MVA SN/SE/WN/WE	
b3800.362	1573/1573/1648/1648 MVA SN/SE/WN/WE	
b3800.363	1573/1573/1648/1648 MVA SN/SE/WN/WE	
b3800.364	1573/1573/1648/1648 MVA SN/SE/WN/WE	
b3800.365	N/A	
b3800.366	4000A	
b3800.367	N/A	
b3800.368	N/A	
b3800.369	N/A	
b3800.370	4000A	
b3800.371	4000A	
b3800.372	4000A	
b3800.373	1573/1573/1648/1648 MVA SN/SE/WN/WE	
b3800.374	1573/1573/1648/1648 MVA SN/SE/WN/WE	
b3800.375	Woodside – Goose Creek (DOM Portion) 4295/4357/5066/5196 SN/SE/WN/WE (MVA)	
b3800.401	N/A	
b3800.402	N/A	

b3800.403	N/A	
b3800.404	N/A	Projects that comprise 2022 RTEP Window 3 Recommended Solution collectively address the 2027/28 baseline local and regional constraints associated with Data Center load additions in APS and Dominion zones, reactive power needs, and the cumulative impact of over 11,000 MW of generation changes and deactivations. These projects all adhere to all applicable planning criteria, including PJM, NERC, SERC, RFC and local Transmission Owner FERC 715 criteria.
b3800.405	N/A	
b3800.406	N/A	
b3800.407	N/A	
b3800.408	N/A	
b3800.409	N/A	
b3800.410	N/A	
b3800.411	N/A	
b3800.412	N/A	

SCHEDULE E

Non-Standard Terms and Conditions

(None)