DESIGNATED ENTITY AGREEMENT

Between

PJM Interconnection, L.L.C.

and

Virginia Electric and Power Company

PJM RTEP Project(s)

b4000.100-b4000.109; b4000.111-b4000.137; b4000.300-b4000.345; b4000.347; b4000.349-b4000.354;

2024 Window 1 – Regional Projects

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 "VEPCO"), 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 $42,321,150.00, 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: Manager, Transmission Coordination and Analysis

Designated Entity:
Virginia Electric and Power Company
120 Tredegar Street
Richmond, VA 23219
Attention: Matthew Gardner

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.yochelson@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 Policy & Project Management 7/21/2025

Name Title Date

Printed name of signer: Augustine C. Caven

Designated Entity: Virginia Electric and Power Company

By: _____ VP Transmission Planning and Operations 06/27/2025

Name Title Date

Printed name of signer: Matthew Gardner

SCHEDULE A

Description of projects

PJM Baseline Upgrade ID	Description of Projects
b4000.100	Ashburn Sub 230kV - replace 50kA breaker SC332 with 63kA
b4000.101	Beaumeade Sub 230kV - replace 63kA breaker 274T2206 with 80kA
b4000.102	Braddock Sub 230kV - replace 40kA breakers 207T294, 237T294, 237T297, 281T297 with 63kA
b4000.103	Brambleton Sub 230kV - replace 63kA breakers 217202, 2172T2183, L102, L202 with 80kA
b4000.104	Bristers Sub 230kV - replace 40kA and 50kA breakers H1TH2, H2TH3, L1T2101 with 63kA
b4000.105	Bull Run Sub 230kV - replace 50kA breaker H362 with 63kA
b4000.106	Buttermilk Sub 230kV - replace 63kA breakers 215212, 217012, 220312, 221412, 2152T2203 with 80kA
b4000.107	Cabin Run Sub 230kV - replace 63kA breakers 209512, 221312, T122 with 80kA
b4000.108	Carson Sub 230kV - replace 40kA breaker 23872 with 63kA
b4000.109	Clifton Sub 230kV - replace 63kA breakers 201182, SR182, XT2011 with 80kA
b4000.111	Evergreen Mills Sub 230kV - replace 63kA breakers H132, H232 with 80kA
b4000.112	Goose Creek Sub 230kV - replace 63kA breaker L1T227 with 80kA
b4000.113	Goose Creek Sub 500kV - replace 50kA breaker SC182 with 63kA
b4000.114	Ladysmith S1 Sub 230kV - replace 40kA breakers 25672, 209072, 256T2090, GT172, GT272, GT372, GT472, GT572 with 63kA
b4000.115	Ladysmith Sub 500kV - replace 40kA breaker 574T581 with 63kA
b4000.116	Liberty Sub 230kV - replace 50kA breaker SC112 with 63kA
b4000.117	Lockridge Sub 230kV - replace 63kA breakers 218872, H12T2188, 222372, H12T2223 with 80kA
b4000.118	Loudoun Sub 230kV - replace 63kA breakers 209452, L152, L252 with 80kA
b4000.119	Loudoun Cap Sub 230kV - replace 50kA breaker SC352 with 63kA
b4000.120	Loudoun Sub 500kV - replace 50kA breakers 502T535, 569T584, H1T569, H2T502, H2T584, SC152 with 63kA
b4000.121	Marsh Run Sub 230kV - replace 50kA breaker 28002, 29902, 280T2039, 299T2040, 203902, 204002 with 63kA

b4000.122	Morrisville Sub 230kV - replace 50kA breaker L1T2039, L1T2040, L2T2039, L2T2040 with 63kA
b4000.123	Morrisville Sub 500kV - replace 50kA breakers H1T541, H1T594, H2T545, H2T569, SC122 with 63kA
b4000.124	Mosby Sub 500kV - replace 50kA breakers 50272, 54672, 55972, 58472, 59072, 502T546, 559T584, SC172, SV172, SV272, XT590 with 63kA
b4000.125	Mt Storm Sub 500kV - replace 40kA breaker G3T572X with 63kA
b4000.126	Nimbus Sub 230kV - replace 63kA breakers 215282, 225532-5, 225532-6, 226034 with 80kA
b4000.127	NIVO 1 Sub 230kV - replace 63kA breaker 2116T2130 with 80kA (4-breaker ring bus)
b4000.128	North Anna Sub 500kV - replace 40kA breakers 57502, G102-1, G102-2, G202, G2T575, XT573 with 63kA
b4000.129	Ox Sub 230kV - replace 50kA and 63kA breakers 201342, 209742, 206342, SC242 with 80kA
b4000.130	Ox Sub 500kV - replace 40kA breakers 56142, H1T539, H2T539 with 63kA
b4000.131	Paragon Park Sub 230kV - replace 63kA breakers 220632, 220732 with 80kA
b4000.132	Pleasantview Sub 230kV - replace 63kA breakers 203T274, 274T2098 with 80kA
b4000.133	Pleasantview Sub 500kV - replace 40kA breaker H322 with 63kA
b4000.134	Remington Sub 230kV - replace 40kA and 50kA breakers 211462, GT162, GT262, GT362, GT462, 2077T2086, 208662, H962, H9T299 with 63kA
b4000.135	Roundtable Sub 230kV - replace 63kA breakers 203102, 214902, 221402, 222302, 2031T2223, 2149T2214 with 80kA
b4000.136	Vint Hill Sub 230kV - replace 63kA breakers 2101T2174, 2163T2174, 2101T2163 with 80kA
b4000.137	Yardley Sub 230kV - replace 63kA breakers WT2209, WT2213, XT2209, XT2213 with 80kA
b4000.300	Rebuild approximately 1.71 miles of 230kV line 299 from the Marsh Run substation to the Remington CT substation. New conductor has a summer rating of 1573 MVA.
b4000.301	Reconductor approximately 1.24 miles of 230kV line 280 from Remington - the Marsh Run CT substation to the Remington substation. New conductor has a summer rating of 1573 MVA.
b4000.302	Uprate line #299 terminal equipment, line leads, and bus at Marsh Run substation to be rated to 4000A.
b4000.303	Uprate line #299 terminal equipment, line leads, and bus at Remington CT substation to be rated to 4000A.

b4000.304	Partial reconductor/partial wreck & rebuild of 230kV Line #2161 Gainesville – Wheeler. New conductor has a summer rating of 1573 MVA. (Wheeler - Linton Tap segment)
b4000.305	Partial reconductor/partial wreck & rebuild of 230kV Line #2161 Gainesville – Wheeler. New conductor has a summer rating of 1573 MVA. (Linton Tap - Atlantic segment)
b4000.306	Partial reconductor/partial wreck & rebuild of 230kV Line #2161 Gainesville – Wheeler. New conductor has a summer rating of 1573 MVA. (Atlantic - Trident segment)
b4000.307	Partial reconductor/partial wreck & rebuild of 230kV Line #2161 Gainesville – Wheeler. New conductor has a summer rating of 1573 MVA. (Trident - Gainesville segment)
b4000.308	Upgrade all line #2161 terminal equipment at Gainesville to 4000A. A CCVT will also be replaced due to aging.
b4000.309	Upgrade all line #2161 terminal equipment Wheeler substation to 4000A.
b4000.310	Revise relay settings at Trident substation.
b4000.311	Rebuild 230kV Line #213 and #225 from Thelma – Lakeview. New conductor has a summer rating of 1573 MVA.
b4000.312	At Thelma substation, upgrade line lead, wave traps (213WT & 225WT), circuit breaker leads to 4000A. CB switches 22535, 23235, 23238 and 21335 will also be upgrade to 4000A DEB switches. CCVTs 213P1, 213P2 and 213P3 will be replaced due to aging.
b4000.313	At Lakeview substation, upgrade wave traps 213WT and 225WT, line leads, and circuit breaker leads to 4000A. Upgrade CB switches 22565 and 22564 to 4000A double-end break switches. Replace CCVTs 225P1, 225P2, and 225P3 due to aging.
b4000.314	Reconductor 230kV Line #2003 Chesterfield – Tyler segment. New conductor has a summer rating of 1573 MVA.
b4000.315	Reconductor 230kV Line #2003 Tyler – Poe segment. New conductor has a summer rating of 1573 MVA.
b4000.316	At Poe substation, uprate all Line #2003 terminal equipment, line leads, and bus to be rated to 4000A.
b4000.317	At Tyler substation, upgrade the necessary line terminal equipment to maintain 4000A at Tyler substation.
b4000.318	Revise relay settings at Chesterfield substation.
b4000.319	Reconductor 230kV Line #2002 Carson – Poe. New conductor has a summer rating of 1573 MVA.
b4000.320	At Carson substation, upgrade all line #2002 terminal equipment at Carson to 4000A. CCVTs will also be replaced due to aging.
b4000.321	At Poe substation, upgrade all line #2002 terminal equipment at Carson to 4000A. CCVTs will also be replaced due to aging.

b4000.322	Build a new 230kV Line from Nokesville – Hornbaker using the vacant arms of the double circuit monopole structures installed as part of previous project 993027. New conductor has a summer rating of 1573 MVA.
b4000.323	Upgrade terminal equipment at Nokesville substation. The project adds one more line to Nokesville, including the installation of one 230kV breaker and two 230kV switches.
b4000.324	Upgrade terminal equipment at Hornbaker substation. This project provides for installing a new 230kV 4000A rated line terminal at Hornbaker to accommodate the new line to Nokesville.
b4000.325	Build a new 26.38mi 230kV Line from Elmont – Ladysmith on the existing 5-2 structures between the two stations. New conductor has a summer rating of 1573 MVA.
b4000.326	At Elmont substation, install/upgrade associated equipment to accommodate a 4000A line rating for the new 230kV line between Elmont - Ladysmith.
b4000.327	Upgrade/install equipment at Ladysmith substation to 4000A. Expansion will be required to accommodate a total of three (3) new 230kV strings of breaker and a half scheme.
b4000.328	Construct a new 24.5-mile 230 kV line 9482 from Cloverhill substation to Ox substation.
b4000.329	At Ox substation, install the necessary associated equipment to accommodate the new line between Cloverhill - Ox. This project also includes expanding the substation with associated security level 1 fencing and super post structure needed.
b4000.330	At Cloverhill substation, install the necessary associated equipment to accommodate the new line between Cloverhill - Ox. This project also includes demolishing and reconstructing the existing bus system and roadway.
b4000.331	Construct a new 230kV single circuit line from Raines substation to Cloud substation to solve electrical violations cause by the significant load growth in South Hill, Virginia. The scope also includes an idle 230kV circuit being installed between these stations.
b4000.332	At Cloud substation, upgrade substation terminal equipment to 4000A.
b4000.333	At Raines substation, upgrade substation terminal equipment to 4000A.
b4000.334	Reconductor 115kV line #121 from Poe - Prince George. Specifically, line #121 will be reconductored and converted to 230kV from Poe substation to Prince George substation.
b4000.335	At Poe substation, install a new 230kV six breaker ultimate ring bus which will fit the station to current 230kV standards. The substation scope includes the installation of 230kV breaker and half GIS bus. Work at Poe substation is associated with line #121 reconductor.

b4000.336	Build a new 230-115kV Prince George substation along the existing 115 or 230kV corridor. The substation scope includes the installation of 230kV breakers & 1-115kV breaker along with its associated terminal equipment initially but will have provision for making it a 6-breaker ring (both 230 & 115kV) in future. The existing 230-115kV transformer at Prince George will be relocated to serve this new substation.
b4000.337	Extend a new 230 kV line approximately 7.85 miles between the existing Morrisville and Anderson Branch substations. The existing tower structures currently supporting the Bristers to Morrisville 500 kV Line #545 will be used to support this new line as shared tower structures.
b4000.338	At Morrisville substation, install/upgrade substation terminal equipment to 4000A.
b4000.339	At Anderson Branch substation, install/upgrade substation terminal equipment to 4000A.
b4000.340	Uprate existing Goose Creek 500/230kV transformer to 1440 MVA.
b4000.341	Remove the 500 kV conductor previously planned to terminate into the Vint Hill 500 kV substation and extend approximately 0.2 miles of conductor to fly-over the site.
b4000.342	Remove the terminal equipment and substation work required for the termination of the Morrisville – Wishing Star 500 kV line into Vint Hill.
b4000.343	Uprate bus at Brambleton to support 500kV Line #558 (Aspen to Brambleton) uprate.
b4000.344	Build a 500kV line from North Anna substation (bypassing Ladysmith Substation) to a new substation called Kraken. New conductor to have a minimum summer normal rating of 4357MVA.
b4000.345	Build a 500kV line from a new substation called Kraken to a new substation called Yeat. New conductor to have a minimum summer normal rating of 4357MVA.
b4000.347	Upgrade/install equipment at North Anna substation to 5000A to support the new conductor rating.
b4000.349	Update relay settings at Ladysmith to change the destination of 500kV line #568 from Possum Point to Kraken.
b4000.350	Update relay settings at Possum Point to change the destination of 500kV line #568 from Ladysmith to Kraken.
b4000.351	Cut in Line #568 Ladysmith - Possum Point into Kraken, creating Line #9517 Ladysmith to Kraken.
b4000.352	Cut in Line #568 Ladysmith - Possum Point into Kraken, creating new Line #568 Kraken to Possum Point.
b4000.353	Upgrade 500kV terminal equipment at Elmont substation.
b4000.354	Expand Ladysmith substation to a add redundant circuit breakers to the middle breakers on both 500kV strings (574T575 and 568T581). The equipment including switches 57518, 57515, H115 will be replaced with 5000A equipment.

SCHEDULE B

Scope of Work

PJM Baseline Upgrade ID	Scope of Work
b4000.100	Ashburn Sub 230kV - replace 50kA breaker SC332 with 63kA
b4000.101	Beaumeade Sub 230kV - replace 63kA breaker 274T2206 with 80kA
b4000.102	Braddock Sub 230kV - replace 40kA breakers 207T294, 237T294, 237T297, 281T297 with 63kA
b4000.103	Brambleton Sub 230kV - replace 63kA breakers 217202, 2172T2183, L102, L202 with 80kA
b4000.104	Bristers Sub 230kV - replace 40kA and 50kA breakers H1TH2, H2TH3, L1T2101 with 63kA
b4000.105	Bull Run Sub 230kV - replace 50kA breaker H362 with 63kA
b4000.106	Buttermilk Sub 230kV - replace 63kA breakers 215212, 217012, 220312, 221412, 2152T2203 with 80kA
b4000.107	Cabin Run Sub 230kV - replace 63kA breakers 209512, 221312, T122 with 80kA
b4000.108	Carson Sub 230kV - replace 40kA breaker 23872 with 63kA
b4000.109	Clifton Sub 230kV - replace 63kA breakers 201182, SR182, XT2011 with 80kA
b4000.111	Evergreen Mills Sub 230kV - replace 63kA breakers H132, H232 with 80kA
b4000.112	Goose Creek Sub 230kV - replace 63kA breaker L1T227 with 80kA
b4000.113	Goose Creek Sub 500kV - replace 50kA breaker SC182 with 63kA
b4000.114	Ladysmith S1 Sub 230kV - replace 40kA breakers 25672, 209072, 256T2090, GT172, GT272, GT372, GT472, GT572 with 63kA
b4000.115	Ladysmith Sub 500kV - replace 40kA breaker 574T581 with 63kA
b4000.116	Liberty Sub 230kV - replace 50kA breaker SC112 with 63kA
b4000.117	Lockridge Sub 230kV - replace 63kA breakers 218872, H12T2188, 222372, H12T2223 with 80kA
b4000.118	Loudoun Sub 230kV - replace 63kA breakers 209452, L152, L252 with 80kA
b4000.119	Loudoun Cap Sub 230kV - replace 50kA breaker SC352 with 63kA
b4000.120	Loudoun Sub 500kV - replace 50kA breakers 502T535, 569T584, H1T569, H2T502, H2T584, SC152 with 63kA
b4000.121	Marsh Run Sub 230kV - replace 50kA breaker 28002, 29902, 280T2039, 299T2040, 203902, 204002 with 63kA
b4000.122	Morrisville Sub 230kV - replace 50kA breaker L1T2039, L1T2040, L2T2039, L2T2040 with 63kA

b4000.123	Morrisville Sub 500kV - replace 50kA breakers H1T541, H1T594, H2T545, H2T569, SC122 with 63kA
b4000.124	Mosby Sub 500kV - replace 50kA breakers 50272, 54672, 55972, 58472, 59072, 502T546, 559T584, SC172, SV172, SV272, XT590 with 63kA
b4000.125	Mt Storm Sub 500kV - replace 40kA breaker G3T572X with 63kA
b4000.126	Nimbus Sub 230kV - replace 63kA breakers 215282, 225532-5, 225532-6, 226034 with 80kA
b4000.127	NIVO 1 Sub 230kV - replace 63kA breaker 2116T2130 with 80kA (4-breaker ring bus)
b4000.128	North Anna Sub 500kV - replace 40kA breakers 57502, G102-1, G102-2, G202, G2T575, XT573 with 63kA
b4000.129	Ox Sub 230kV - replace 50kA and 63kA breakers 201342, 209742, 206342, SC242 with 80kA
b4000.130	Ox Sub 500kV - replace 40kA breakers 56142, H1T539, H2T539 with 63kA
b4000.131	Paragon Park Sub 230kV - replace 63kA breakers 220632, 220732 with 80kA
b4000.132	Pleasantview Sub 230kV - replace 63kA breakers 203T274, 274T2098 with 80kA
b4000.133	Pleasantview Sub 500kV - replace 40kA breaker H322 with 63kA
b4000.134	Remington Sub 230kV - replace 40kA and 50kA breakers 211462, GT162, GT262, GT362, GT462, 2077T2086, 208662, H962, H9T299 with 63kA
b4000.135	Roundtable Sub 230kV - replace 63kA breakers 203102, 214902, 221402, 222302, 2031T2223, 2149T2214 with 80kA
b4000.136	Vint Hill Sub 230kV - replace 63kA breakers 2101T2174, 2163T2174, 2101T2163 with 80kA
b4000.137	Yardley Sub 230kV - replace 63kA breakers WT2209, WT2213, XT2209, XT2213 with 80kA
b4000.300	Rebuild approximately 1.71 miles of 230kV line 299 from the Marsh Run substation to the Remington CT substation. New conductor has a summer rating of 1573 MVA.
b4000.301	Reconductor approximately 1.24 miles of 230kV line 280 from Remington - the Marsh Run CT substation to the Remington substation. New conductor has a summer rating of 1573 MVA.
b4000.302	Uprate line #299 terminal equipment, line leads, and bus at Marsh Run substation to be rated to 4000A.
b4000.303	Uprate line #299 terminal equipment, line leads, and bus at Remington CT substation to be rated to 4000A.

b4000.304	Partial reconductor/partial wreck & rebuild of 230kV Line #2161 Gainesville – Wheeler. New conductor has a summer rating of 1573 MVA. (Wheeler - Linton Tap segment)
b4000.305	Partial reconductor/partial wreck & rebuild of 230kV Line #2161 Gainesville – Wheeler. New conductor has a summer rating of 1573 MVA. (Linton Tap - Atlantic segment)
b4000.306	Partial reconductor/partial wreck & rebuild of 230kV Line #2161 Gainesville – Wheeler. New conductor has a summer rating of 1573 MVA. (Atlantic - Trident segment)
b4000.307	Partial reconductor/partial wreck & rebuild of 230kV Line #2161 Gainesville – Wheeler. New conductor has a summer rating of 1573 MVA. (Trident - Gainesville segment)
b4000.308	Upgrade all line #2161 terminal equipment at Gainesville to 4000A. A CCVT will also be replaced due to aging.
b4000.309	Upgrade all line #2161 terminal equipment Wheeler substation to 4000A.
b4000.310	Revise relay settings at Trident substation.
b4000.311	Rebuild 230kV Line #213 and #225 from Thelma – Lakeview. New conductor has a summer rating of 1573 MVA.
b4000.312	At Thelma substation, upgrade line lead, wave traps (213WT & 225WT), circuit breaker leads to 4000A. CB switches 22535, 23235, 23238 and 21335 will also be upgrade to 4000A DEB switches. CCVTs 213P1, 213P2 and 213P3 will be replaced due to aging.
b4000.313	At Lakeview substation, upgrade wave traps 213WT and 225WT, line leads, and circuit breaker leads to 4000A. Upgrade CB switches 22565 and 22564 to 4000A double-end break switches. Replace CCVTs 225P1, 225P2, and 225P3 due to aging.
b4000.314	Reconductor 230kV Line #2003 Chesterfield – Tyler segment. New conductor has a summer rating of 1573 MVA.
b4000.315	Reconductor 230kV Line #2003 Tyler – Poe segment. New conductor has a summer rating of 1573 MVA.
b4000.316	At Poe substation, uprate all Line #2003 terminal equipment, line leads, and bus to be rated to 4000A.
b4000.317	At Tyler substation, upgrade the necessary line terminal equipment to maintain 4000A at Tyler substation.
b4000.318	Revise relay settings at Chesterfield substation.
b4000.319	Reconductor 230kV Line #2002 Carson – Poe. New conductor has a summer rating of 1573 MVA.
b4000.320	At Carson substation, upgrade all line #2002 terminal equipment at Carson to 4000A. CCVTs will also be replaced due to aging.
b4000.321	At Poe substation, upgrade all line #2002 terminal equipment at Carson to 4000A. CCVTs will also be replaced due to aging.

b4000.322	Build a new 230kV Line from Nokesville – Hornbaker using the vacant arms of the double circuit monopole structures installed as part of previous project 993027. New conductor has a summer rating of 1573 MVA.
b4000.323	Upgrade terminal equipment at Nokesville substation. The project adds one more line to Nokesville, including the installation of one 230kV breaker and two 230kV switches.
b4000.324	Upgrade terminal equipment at Hornbaker substation. This project provides for installing a new 230kV 4000A rated line terminal at Hornbaker to accommodate the new line to Nokesville.
b4000.325	Build a new 26.38mi 230kV Line from Elmont – Ladysmith on the existing 5-2 structures between the two stations. New conductor has a summer rating of 1573 MVA.
b4000.326	At Elmont substation, install/upgrade associated equipment to accommodate a 4000A line rating for the new 230kV line between Elmont - Ladysmith.
b4000.327	Upgrade/install equipment at Ladysmith substation to 4000A. Expansion will be required to accommodate a total of three (3) new 230kV strings of breaker and a half scheme.
b4000.328	Construct a new 24.5-mile 230 kV line 9482 from Cloverhill substation to Ox substation.
b4000.329	At Ox substation, install the necessary associated equipment to accommodate the new line between Cloverhill - Ox. This project also includes expanding the substation with associated security level 1 fencing and super post structure needed.
b4000.330	At Cloverhill substation, install the necessary associated equipment to accommodate the new line between Cloverhill - Ox. This project also includes demolishing and reconstructing the existing bus system and roadway.
b4000.331	Construct a new 230kV single circuit line from Raines substation to Cloud substation to solve electrical violations cause by the significant load growth in South Hill, Virginia. The scope also includes an idle 230kV circuit being installed between these stations.
b4000.332	At Cloud substation, upgrade substation terminal equipment to 4000A.
b4000.333	At Raines substation, upgrade substation terminal equipment to 4000A.
b4000.334	Reconductor 115kV line #121 from Poe - Prince George. Specifically, line #121 will be reconductored and converted to 230kV from Poe substation to Prince George substation.
b4000.335	At Poe substation, install a new 230kV six breaker ultimate ring bus which will fit the station to current 230kV standards. The substation scope includes the installation of 230kV breaker and half GIS bus. Work at Poe substation is associated with line #121 reconductor.

b4000.336	Build a new 230-115kV Prince George substation along the existing 115 or 230kV corridor. The substation scope includes the installation of 230kV breakers & 1-115kV breaker along with its associated terminal equipment initially but will have provision for making it a 6-breaker ring (both 230 & 115kV) in future. The existing 230-115kV transformer at Prince George will be relocated to serve this new substation.
b4000.337	Extend a new 230 kV line approximately 7.85 miles between the existing Morrisville and Anderson Branch substations. The existing tower structures currently supporting the Bristers to Morrisville 500 kV Line #545 will be used to support this new line as shared tower structures.
b4000.338	At Morrisville substation, install/upgrade substation terminal equipment to 4000A.
b4000.339	At Anderson Branch substation, install/upgrade substation terminal equipment to 4000A.
b4000.340	Uprate existing Goose Creek 500/230kV transformer to 1440 MVA.
b4000.341	Remove the 500 kV conductor previously planned to terminate into the Vint Hill 500 kV substation and extend approximately 0.2 miles of conductor to fly-over the site.
b4000.342	Remove the terminal equipment and substation work required for the termination of the Morrisville – Wishing Star 500 kV line into Vint Hill.
b4000.343	Uprate bus at Brambleton to support 500kV Line #558 (Aspen to Brambleton) uprate.
b4000.344	Build a 500kV line from North Anna substation (bypassing Ladysmith Substation) to a new substation called Kraken. New conductor to have a minimum summer normal rating of 4357MVA.
b4000.345	Build a 500kV line from a new substation called Kraken to a new substation called Yeat. New conductor to have a minimum summer normal rating of 4357MVA.
b4000.347	Upgrade/install equipment at North Anna substation to 5000A to support the new conductor rating.
b4000.349	Update relay settings at Ladysmith to change the destination of 500kV line #568 from Possum Point to Kraken.
b4000.350	Update relay settings at Possum Point to change the destination of 500kV line #568 from Ladysmith to Kraken.
b4000.351	Cut in Line #568 Ladysmith - Possum Point into Kraken, creating Line #9517 Ladysmith to Kraken.
b4000.352	Cut in Line #568 Ladysmith - Possum Point into Kraken, creating new Line #568 Kraken to Possum Point.
b4000.353	Upgrade 500kV terminal equipment at Elmont substation.
b4000.354	Expand Ladysmith substation to a add redundant circuit breakers to the middle breakers on both 500kV strings (574T575 and 568T581). The equipment including switches 57518, 57515, H115 will be replaced with 5000A equipment.

SCHEDULE C

Development Schedule

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.
b4000.100	N/A	12/31/2025	N/A	07/15/2029
b4000.101	N/A	12/31/2025	N/A	02/15/2029
b4000.102	N/A	12/31/2025	N/A	10/18/2029
b4000.103	N/A	12/31/2025	N/A	06/01/2028
b4000.104	N/A	12/31/2025	N/A	08/02/2029
b4000.105	N/A	12/31/2025	N/A	07/12/2029
b4000.106	N/A	12/31/2025	N/A	07/11/2030
b4000.107	N/A	12/31/2025	N/A	02/15/2029
b4000.108	N/A	12/31/2025	N/A	07/12/2029
b4000.109	N/A	12/31/2025	N/A	05/10/2029
b4000.111	N/A	12/31/2025	N/A	02/03/2028
b4000.112	N/A	12/31/2025	N/A	12/12/2030
b4000.113	N/A	12/31/2025	N/A	02/27/2031
b4000.114	N/A	12/31/2025	N/A	07/18/2030
b4000.115	N/A	12/31/2025	N/A	11/27/2031
b4000.116	N/A	12/31/2025	N/A	07/15/2029

b4000.117	N/A	12/31/2025	N/A	06/15/2028
b4000.118	N/A	12/31/2025	N/A	03/20/2031
b4000.119	N/A	12/31/2025	N/A	10/31/2030
b4000.120	N/A	12/31/2025	N/A	03/04/2032
b4000.121	N/A	12/31/2025	N/A	06/20/2030
b4000.122	N/A	12/31/2025	N/A	10/31/2030
b4000.123	N/A	12/31/2025	N/A	08/21/2031
b4000.124	N/A	12/31/2025	N/A	07/07/2033
b4000.125	N/A	12/31/2025	N/A	11/27/2031
b4000.126	N/A	12/31/2025	N/A	12/13/2029
b4000.127	N/A	12/31/2025	N/A	12/13/2032
b4000.128	N/A	12/31/2025	N/A	10/13/2032
b4000.129	N/A	12/31/2025	N/A	06/20/2030
b4000.130	N/A	12/31/2025	N/A	06/20/2030
b4000.131	N/A	12/31/2025	N/A	02/07/2030
b4000.132	N/A	12/31/2025	N/A	02/06/2031
b4000.133	N/A	12/31/2025	N/A	04/03/2031
b4000.134	N/A	12/31/2025	N/A	01/09/2031
b4000.135	N/A	12/31/2025	N/A	07/24/2031
b4000.136	N/A	12/31/2025	N/A	02/14/2030
b4000.137	N/A	12/31/2025	N/A	05/31/2029
b4000.300	N/A	12/31/2025	03/01/2028	05/30/2029
b4000.301	N/A	12/31/2025	03/01/2028	05/30/2029
b4000.302	N/A	12/31/2025	03/01/2028	05/30/2029
b4000.303	N/A	12/31/2025	03/01/2028	05/30/2029
b4000.304	N/A	12/31/2025	02/16/2028	05/16/2029
b4000.305	N/A	12/31/2025	02/16/2028	05/16/2029
b4000.306	N/A	12/31/2025	02/16/2028	05/16/2029
b4000.307	N/A	12/31/2025	02/16/2028	05/16/2029
b4000.308	N/A	12/31/2025	02/16/2028	05/16/2029
b4000.309	N/A	12/31/2025	02/16/2028	05/16/2029
b4000.310	N/A	12/31/2025	02/16/2028	05/16/2029
b4000.311	N/A	12/31/2025	08/15/2027	05/16/2029
b4000.312	N/A	12/31/2025	08/15/2027	05/26/2029
b4000.313	N/A	12/31/2025	08/15/2027	05/26/2029
b4000.314	N/A	12/31/2025	02/02/2028	04/22/2030
b4000.315	N/A	12/31/2025	02/02/2028	04/22/2030
b4000.316	N/A	12/31/2025	02/02/2028	04/22/2030

b4000.317	N/A	12/31/2025	02/02/2028	04/22/2030
b4000.318	N/A	12/31/2025	02/02/2028	04/22/2030
b4000.319	N/A	12/31/2025	04/19/2028	03/20/2030
b4000.320	N/A	12/31/2025	04/19/2028	03/20/2030
b4000.321	N/A	12/31/2025	04/19/2028	03/20/2030
b4000.322	N/A	12/31/2025	10/21/2027	07/09/2029
b4000.323	N/A	12/31/2025	10/21/2027	07/09/2029
b4000.324	N/A	12/31/2025	10/21/2027	07/09/2029
b4000.325	N/A	12/31/2025	11/25/2027	02/24/2029
b4000.326	N/A	12/31/2025	11/25/2027	02/24/2029
b4000.327	N/A	12/31/2025	11/25/2027	02/24/2029
b4000.328	N/A	12/31/2025	02/23/2028	04/28/2029
b4000.329	N/A	12/31/2025	02/23/2028	04/28/2029
b4000.330	N/A	12/31/2025	02/23/2028	04/28/2029
b4000.331	N/A	12/31/2025	04/02/2027	11/08/2028
b4000.332	N/A	12/31/2025	04/02/2027	11/08/2028
b4000.333	N/A	12/31/2025	04/02/2027	11/08/2028
b4000.334	N/A	12/31/2025	04/11/2028	01/10/2030
b4000.335	N/A	12/31/2025	04/11/2028	01/10/2030
b4000.336	N/A	12/31/2025	04/11/2028	01/10/2030
b4000.337	N/A	12/31/2025	09/02/2026	10/11/2028
b4000.338	N/A	12/31/2025	09/02/2026	10/11/2028
b4000.339	N/A	12/31/2025	09/02/2026	10/11/2028
b4000.340	N/A	12/31/2025	09/16/2026	09/15/2029
b4000.341	N/A	12/31/2025	09/02/2026	07/13/2029
b4000.342	N/A	12/31/2025	09/02/2026	07/13/2029
b4000.343	N/A	12/31/2025	N/A	11/28/2025
b4000.344	N/A	12/31/2025	12/10/2028	09/16/2030
b4000.345	N/A	12/31/2025	12/10/2028	09/16/2030
b4000.347	N/A	12/31/2025	12/10/2028	09/16/2030
b4000.349	N/A	12/31/2025	12/10/2028	09/16/2030
b4000.350	N/A	10/10/2025	12/10/2028	09/16/2030
b4000.351	N/A	10/10/2025	12/10/2028	09/16/2030
b4000.352	N/A	10/10/2025	12/10/2028	09/16/2030
b4000.353	N/A	10/10/2025	09/16/2026	11/14/2029
b4000.354	N/A	10/10/2025	09/16/2026	11/14/2029

SCHEDULE D

PJM Planning Requirements and Criteria and Required Ratings

PJM Baseline Upgrade ID	Required Ratings(MVA): Summer Normal/Summer Emergency/Winter Normal/Winter Emergency	Planning Criteria
b4000.100	63 kA	Short Circuit
b4000.101	80 kA	Short Circuit
b4000.102	63 kA	Short Circuit
b4000.103	80 kA	Short Circuit
b4000.104	63 kA	Short Circuit
b4000.105	63 kA	Short Circuit
b4000.106	80 kA	Short Circuit
b4000.107	80 kA	Short Circuit
b4000.108	63 kA	Short Circuit
b4000.109	80 kA	Short Circuit
b4000.111	80 kA	Short Circuit
b4000.112	80 kA	Short Circuit
b4000.113	63 kA	Short Circuit
b4000.114	63 kA	Short Circuit
b4000.115	63 kA	Short Circuit
b4000.116	63 kA	Short Circuit
b4000.117	80 kA	Short Circuit
b4000.118	80 kA	Short Circuit
b4000.119	63 kA	Short Circuit
b4000.120	63 kA	Short Circuit
b4000.121	63 kA	Short Circuit
b4000.122	63 kA	Short Circuit
b4000.123	63 kA	Short Circuit
b4000.124	63 kA	Short Circuit
b4000.125	63 kA	Short Circuit
b4000.126	80 kA	Short Circuit
b4000.127	80 kA	Short Circuit
b4000.128	63 kA	Short Circuit
b4000.129	80 kA	Short Circuit
b4000.130	63 kA	Short Circuit
b4000.131	80 kA	Short Circuit
b4000.132	80 kA	Short Circuit

b4000.133	63 kA	Short Circuit
b4000.134	63 kA	Short Circuit
b4000.135	80 kA	Short Circuit
b4000.136	80 kA	Short Circuit
b4000.137	80 kA	Short Circuit
b4000.300	1573/1573/1648/1648	Baseline Load Growth Deliverability & Reliability
b4000.301	1573/1573/1648/1648	Baseline Load Growth Deliverability & Reliability
b4000.302	4000A	Baseline Load Growth Deliverability & Reliability
b4000.303	4000A	Baseline Load Growth Deliverability & Reliability
b4000.304	1573/1573/1648/1648	Baseline Load Growth Deliverability & Reliability
b4000.305	1573/1573/1648/1648	Baseline Load Growth Deliverability & Reliability
b4000.306	1573/1573/1648/1648	Baseline Load Growth Deliverability & Reliability
b4000.307	1573/1573/1648/1648	Baseline Load Growth Deliverability & Reliability
b4000.308	4000A	Baseline Load Growth Deliverability & Reliability
b4000.309	4000A	Baseline Load Growth Deliverability & Reliability
b4000.310	N/A	Baseline Load Growth Deliverability & Reliability
b4000.311	1573/1573/1648/1648	Baseline Load Growth Deliverability & Reliability

b4000.312	4000A	Baseline Load Growth Deliverability & Reliability
b4000.313	4000A	Baseline Load Growth Deliverability & Reliability
b4000.314	1573/1573/1648/1648	Baseline Load Growth Deliverability & Reliability
b4000.315	1573/1573/1648/1648	Baseline Load Growth Deliverability & Reliability
b4000.316	4000A	Baseline Load Growth Deliverability & Reliability
b4000.317	4000A	Baseline Load Growth Deliverability & Reliability
b4000.318	N/A	Baseline Load Growth Deliverability & Reliability
b4000.319	1573/1573/1648/1648	Baseline Load Growth Deliverability & Reliability
b4000.320	4000A	Baseline Load Growth Deliverability & Reliability
b4000.321	4000A	Baseline Load Growth Deliverability & Reliability
b4000.322	1573/1573/1648/1648	Baseline Load Growth Deliverability & Reliability
b4000.323	N/A	Baseline Load Growth Deliverability & Reliability
b4000.324	4000A	Baseline Load Growth Deliverability & Reliability
b4000.325	1573/1573/1648/1648	Baseline Load Growth Deliverability & Reliability

b4000.326	4000A	Baseline Load Growth Deliverability & Reliability
b4000.327	4000A	Baseline Load Growth Deliverability & Reliability
b4000.328	1573/1573/1648/1648	Baseline Load Growth Deliverability & Reliability
b4000.329	1573/1573/1648/1648	Baseline Load Growth Deliverability & Reliability
b4000.330	1573/1573/1648/1648	Baseline Load Growth Deliverability & Reliability
b4000.331	1573/1573/1648/1648	Baseline Load Growth Deliverability & Reliability
b4000.332	4000A	Baseline Load Growth Deliverability & Reliability
b4000.333	4000A	Baseline Load Growth Deliverability & Reliability
b4000.334	1573/1573/1648/1648	Baseline Load Growth Deliverability & Reliability
b4000.335	1573/1573/1648/1648	Baseline Load Growth Deliverability & Reliability
b4000.336	1573/1573/1648/1648	Baseline Load Growth Deliverability & Reliability
b4000.337	1573/1573/1648/1648	Baseline Load Growth Deliverability & Reliability
b4000.338	4000A	Baseline Load Growth Deliverability & Reliability
b4000.339	4000A	Baseline Load Growth Deliverability & Reliability

b4000.340	1440/1440/1440/1440	Baseline Load Growth Deliverability & Reliability
b4000.341	1440/1440/1440/1440	Baseline Load Growth Deliverability & Reliability
b4000.342	4357/4357/5155/5155	Baseline Load Growth Deliverability & Reliability
b4000.343	4357/4357/5155/5155	Baseline Load Growth Deliverability & Reliability
b4000.344	4357/4357/5155/5155	Baseline Load Growth Deliverability & Reliability
b4000.345	4357/4357/5155/5155	Baseline Load Growth Deliverability & Reliability
b4000.347	4357/4357/5155/5155	Baseline Load Growth Deliverability & Reliability
b4000.349	4357/4357/5155/5155	Baseline Load Growth Deliverability & Reliability
b4000.350	4357/4357/5155/5155	Baseline Load Growth Deliverability & Reliability
b4000.351	4357/4357/5155/5155	Baseline Load Growth Deliverability & Reliability
b4000.352	4357/4357/5155/5155	Baseline Load Growth Deliverability & Reliability
b4000.353	4357/4357/5155/5155	Baseline Load Growth Deliverability & Reliability
b4000.354	4357/4357/5155/5155	Baseline Load Growth Deliverability & Reliability

SCHEDULE E

Non-Standard Terms and Conditions