

FEDERAL ENERGY REGULATORY COMMISSION
WASHINGTON, DC 20426

OFFICE OF ENERGY MARKET REGULATION

PJM Interconnection, L.L.C.
Docket No. ER23-1266-000

Issued: May 3, 2023

On March 8, 2023, PJM Interconnection, L.L.C. (PJM) submitted PJM a notice of cancellation of the Wholesale Market Participation Agreement among PJM, Caden Energix Endless Caverns, LLC, and Virginia Electric and Power Corporation.¹ Pursuant to the authority delegated to the Director, Division of Electric Power Regulation – East, under 18 C.F.R. § 375.307, your submittal is accepted for filing effective May 5, 2023, as requested.

The filing was publicly noticed. No protests or adverse comments were filed. Pursuant to Rule 214 of the Commission's regulations (18 C.F.R. § 385.214), notices of intervention, timely-filed motions to intervene, and any unopposed motions to intervene out-of-time filed before the issuance date of this order are granted.

This action does not constitute approval of any service, rate, charge, classification, or any rule, regulation, contract, or practice affecting such rate or service provided for in the filed document(s); nor shall such action be deemed as recognition of any claimed contractual right or obligation affecting or relating to such service or rate; and such action is without prejudice to any findings or orders which have been or may hereafter be made by the Commission in any proceeding now pending or hereafter instituted by or against the applicant(s).

This order constitutes final agency action. Requests for rehearing by the Commission may be filed within 30 days of the date of issuance of this order, pursuant to 18 C.F.R. § 385.713.

Issued by: Kurt M. Longo, Director, Division of Electric Power Regulation – East

¹ PJM Interconnection, L.L.C., PJM Service Agreements Tariff, [PJM SA No. 5377](#), [PJM SA No. 5377 among PJM, Caden Energix Endless and VEPCO \(3.0.0\)](#).

Document Content(s)

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PJM Interconnection, L.L.C.
2750 Monroe Blvd.
Audubon, PA 19403-2497

Vasiliki Karandrikas
Senior Counsel
(610) 666-4780
Vasiliki.Karandrikas@pjm.com

March 8, 2023

The Honorable Kimberly D. Bose, Secretary
Federal Energy Regulatory Commission
888 First Street, N.E., Room 1A
Washington, D.C. 20426-0001

*Re: PJM Interconnection, L.L.C., Docket No. ER23-1266-000
Notice of Cancellation of Service Agreement No. 5377, Queue No. AE1-099*

Dear Secretary Bose:

PJM Interconnection, L.L.C. (“PJM”) submits this filing to notify the Federal Energy Regulatory Commission (“Commission”) of the cancellation of the Wholesale Market Participation Agreement (“WMPA”) among PJM, Caden Energix Endless Caverns, LLC (“Caden”), and Virginia Electric and Power Corporation (“VEPCO”), designated as Service Agreement No. 5377 and accepted by the Commission in Docket No. ER19-1708-000 and as amended in Docket Nos. ER20-761-000 and ER22-2644-000 (“Caden WMPA”).¹ Caden has requested to withdraw Queue No. AE1-099. Accordingly, PJM is submitting this filing to notify the Commission that Service Agreement No. 5377 is to be cancelled effective May 5, 2023.

I. WAIVER AND EFFECTIVE DATE

To the extent that the Commission considers this filing to be a notice of cancellation of Service Agreement No. 5377, PJM requests an effective date of May 5, 2023 for the cancellation and requests that the Commission waive the sixty day (60) notice requirement specified in section

¹ See *PJM Interconnection, L.L.C.*, Letter Order, Docket No. ER19-1708-000 (June 24, 2019); *PJM Interconnection, L.L.C.*, Letter Order, Docket No. ER20-761-000 (Feb. 25, 2020); *PJM Interconnection, L.L.C.*, Letter Order Docket No. ER22-2644-000 (Sept. 19, 2022).

35.15 of the Commission's regulations² to allow such effective date. The Parties have no remaining obligations under Service Agreement No. 5377.

II. CORRESPONDENCE AND COMMUNICATION

The following individuals are designated for inclusion on the official service list³ in this proceeding and for receipt of any communications regarding this filing:

Craig Glazer
Vice President–Federal Government Policy
PJM Interconnection, L.L.C.
1200 G Street, N.W, Suite 600
Washington, D.C. 20005
(202) 423-4743
Craig.Glazer@pjm.com

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III. SERVICE

PJM has served a copy of this filing on Caden, VEPCO, and the state utility regulatory commissions within the PJM Region.

Respectfully submitted,

/s/ Vasiliki Karandrikas

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² 18 C.F.R. § 35.15 (2020).

³ PJM requests a waiver of Commission Rule 203(b)(3) (18 C.F.R. § 385.203(b)(3)) so that each named person may be included on the official service list.

The Honorable Kimberly D. Bose, Secretary
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cc (via email):

Caden

Itamar Sarussi – itamar@energix-us.com

VEPCO

Mike Thorn – mthorn@firstenergycorp.com

Amanda Parker – aparker@firstenergycorp.com

Tricia Hartzell – thartzell@firstenergycorp.com

All state utility regulatory commissions within the PJM Region

FEDERAL ENERGY REGULATORY COMMISSION
WASHINGTON, DC 20426

OFFICE OF ENERGY MARKET REGULATION

In Reply Refer To:
PJM Interconnection, L.L.C.
Docket No. ER22-2644-000

Issued: September 19, 2022

PJM Interconnection, L.L.C.
2750 Monroe Blvd.
Audubon, PA 19403
Attention: Vasiliki Karandrikas

Reference: Amendment to Service Agreement No. 5377

On August 11, 2022, PJM Interconnection, L.L.C. (PJM) filed an amended Wholesale Market Participation Agreement (WMPA) among PJM, Caden Energix Endless Cavers, LLC, and Virginia Electric and Power Company.¹ PJM states that the WMPA includes changes to reflect updated Wholesale Market Participant contact information, site work, milestone dates, and signature page. PJM requests that the WMPA be accepted effective March 29, 2019.

Pursuant to the authority delegated to the Director, Division of Electric Power Regulation – East, under 18 C.F.R. § 375.307 (2021), your submittal is accepted for filing effective March 29, 2019, as requested.²

The filing was publicly noticed, with interventions and protests due on or before September 1, 2022. Pursuant to Rule 214 of the Commission's regulations (18 C.F.R. § 385.214 (2021)), notices of intervention, timely-filed motions to intervene and any motion to intervene, and any unopposed motions to intervene out-of-time filed before the issuance date of this order are granted. Granting a late intervention at this stage of the

¹ PJM Interconnection, L.L.C., PJM Service Agreements Tariff, [PJM SA No. 5377](#), [PJM SA No. 5377 among PJM, Caden Energix Endless and VEPCO \(2.0.0\)](#).

² See 18 C.F.R. § 35.11 (2021); *Cent. Hudson Gas & Elec. Corp.*, 60 FERC ¶ 61,106, *reh'g denied*, 61 FERC ¶ 61,089 (1992); *but see Sunflower Elec. Power Corp.*, 173 FERC ¶ 61,054 (2020) (*Danly, Comm'r, dissenting*).

Docket No. ER22-2644-000

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proceeding will not disrupt the proceeding or place additional burdens on existing parties. No protests or adverse comments were filed.

This action does not constitute approval of any service, rate, charge, classification, or any rule, regulation, contract, or practice affecting such rate or service provided for in the filed document(s); nor shall such action be deemed as recognition of any claimed contractual right or obligation affecting or relating to such service or rate; and such action is without prejudice to any findings or orders which have been or may hereafter be made by the Commission in any proceeding now pending or hereafter instituted by or against the applicant(s).

This order constitutes final agency action. Requests for rehearing by the Commission may be filed within 30 days of the date of issuance of this order, pursuant to 18 C.F.R. § 385.713 (2021).

Issued by: Kurt M. Longo, Director, Division of Electric Power Regulation – East

Document Content(s)

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2750 Monroe Boulevard
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August 11, 2022

The Honorable Kimberly D. Bose, Secretary
Federal Energy Regulatory Commission
888 First Street, N.E., Room 1A
Washington, D.C. 20426-0001

*Re: PJM Interconnection, L.L.C.; Docket No. ER22-2644-000
Amendment to Service Agreement No. 5377; Queue Position No. AE1-099*

Dear Secretary Bose:

Pursuant to section 205 of the Federal Power Act (“FPA”)¹ and part 35 of the regulations of the Federal Energy Regulatory Commission (“Commission”),² PJM Interconnection, L.L.C. (“PJM” or “Transmission Provider”) submits for filing an amended Wholesale Market Participation Agreement (“WMPA”) among PJM, Caden Energix Endless Caverns, LLC (“Caden” or “Wholesale Market Participant”), and Virginia Electric and Power Company (“VEPCO” or “Transmission Owner”) (collectively, the “Parties”) (the “Amended WMPA”). The Amended WMPA modifies Service Agreement No. 5377, filed with and accepted by the Commission in Docket No. ER19-1708-000, as amended in Docket No. ER20-761-000,³ effective March 29, 2019 (the “Original WMPA”).⁴

¹ 16 U.S.C. § 824d (2016).

² 18 C.F.R. § 35.15 (2020).

³ See *PJM Interconnection, L.L.C.*, Letter Order, Docket No. ER19-1702-000 (June 24, 2019); *PJM Interconnection, L.L.C.*, Letter Order, Docket No. ER20-761-000 (Feb. 25, 2020).

⁴ The WMPA accompanying the ER20-761-000 filing contains a typographical error on the signature page that misnames the Wholesale Market Participant. The incorrect name does not appear anywhere else in the WMPA, which was accepted by the Commission. In the interest of clarity, the Wholesale Market Participant name has been corrected on the signature page for this filing, as shown in redline in Attachment A.

PJM submits the Amended WMPA, as amended by the attached Agreement to Amend (the “AA”),⁵ because Commission rules and regulations require any change to the provisions of a service agreement on file with the Commission shall be filed as a change in rate.⁶ PJM requests that the effective date of the Amended WMPA remain unchanged at March 29, 2019.

The Amended WMPA reflects changes to (1) WMPA, section 2.0 (Notices) to reflect updated Wholesale Market Participant contact information; (2) WMPA, section 3.1.1 (Substantial Site work completed) and WMPA, section 3.1.2 (Commercial Operation) to reflect extended milestone dates; (3) WMPA, Specifications section 1.0(d) to reflect updated equipment configuration description; and (4) the signature page to indicate “All signature lines intentionally left blank - See Agreement to Amend signed by the parties, effective July 12, 2022.” The authorized signatures in the AA serve as the Parties’ acceptance of the rights and responsibilities under the Amended WMPA.

I. WAIVER AND EFFECTIVE DATE

PJM requests that the Commission grant any and all waivers of the Commission’s rules and regulations necessary for acceptance of this filing and the enclosed Amended WMPA. Additionally, PJM requests waiver of the Commission’s 60-day notice requirement⁷ to allow the effective date of the Amended WMPA to remain March 29, 2019. Good cause exists to grant the requested waiver because the substance of the Amended WMPA remains the same, and the changes authorized by the Parties pursuant to the AA are ministerial.

⁵ The AA is attached to this transmittal letter as Attachment C.

⁶ 18 C.F.R. § 35.1(c) (2019).

⁷ 18 C.F.R. § 35.3 (2019).

II. DOCUMENTS ENCLOSED

PJM encloses the following:

1. This transmittal letter;
2. Attachment A: Amended WMPA (Marked) – Service Agreement No. 5377;
3. Attachment B: Amended WMPA (Clean) – Service Agreement No. 5377; and
4. Attachment C: Executed Agreement to Amend and replacement pages.

III. CORRESPONDENCE AND COMMUNICATIONS

All notices, communications, or correspondence addressed to PJM regarding this matter should be directed to, and PJM requests that the Secretary include on the Commission's official service list,⁸ the following:

Craig Glazer
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IV. SERVICE

Copies of this filing have been served upon Wholesale Market Participant, Transmission Owner, and the state utility regulatory commissions within the PJM Region.

Respectfully submitted,

/s/ Vasiliki Karandrikas

⁸ PJM requests a waiver of Commission Rule 203(b)(3) (18 C.F.R. § 385.203(b)(3)) so that each named person may be included on the official service list.

Kimberly D. Bose, Secretary
August 11, 2022
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cc (via email):

Caden
Itamar Sarussi – itamar@energix-us.com

VEPCO
Mike Thorn – mthorn@firstenergycorp.com
Amanda Parker – aparker@firstenergycorp.com
Tricia Hartzell – thartzell@firstenergycorp.com

All state utility regulatory commissions within the PJM Region

ATTACHMENT A

**WMPA - Original Service Agreement No. 5377
(Marked Format)**

(PJM Queue # AE1-099)

WHOLESALE MARKET PARTICIPATION AGREEMENT

Among

PJM INTERCONNECTION, L.L.C.

And

CADEN ENERGIX ENDLESS CAVERNS, LLC

And

VIRGINIA ELECTRIC AND POWER COMPANY

WHOLESALE MARKET PARTICIPATION AGREEMENT

**By and Among
PJM Interconnection, L.L.C.
And
Caden Energix Endless Caverns, LLC
And
Virginia Electric and Power Company
(PJM Queue Position # AE1-099)**

This Wholesale Market Participation Agreement (“WMPA”) including the Specifications, and Schedules attached hereto and incorporated herein, is entered into in order to effectuate sales of energy and/or capacity into PJM’s wholesale markets, by and between PJM Interconnection, L.L.C., the Regional Transmission Organization for the PJM Region (“Transmission Provider”), Caden Energix Endless Caverns, LLC (“Wholesale Market Participant”) and Virginia Electric and Power Company (“Transmission Owner” or “TO”) (referred to individually as “Party” or collectively as “the Parties”).

WITNESSETH

WHEREAS, Wholesale Market Participant is developing generation that it intends to use to engage in Wholesale Transactions in PJM’s markets and desires to maintain its proposed generation in the queue that PJM studies for potential reliability impacts to the Transmission System;

WHEREAS, Wholesale Market Participant is seeking to interconnect at a local distribution or sub-transmission facility, which at this time is not subject to FERC jurisdiction; and

WHEREAS, Wholesale Market Participant and Transmission Owner or its affiliate must enter into a separate two-party interconnection agreement (“Interconnection Agreement”) in order to address issues of physical interconnection and local charges that may be presented by the interconnection of Wholesale Market Participant’s generation to the distribution facility.

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 Transmission Provider, Transmission Owner and Wholesale Market Participant and the parties agree to assume all of the rights and obligations consistent with the rights and obligations relating to Network Upgrades, Local Upgrades and metering requirements set forth in Part VI of the Tariff, as of the effective date of this WMPA, required for Wholesale Market Participant to make Wholesale Transactions in PJM’s markets. The Parties mutually covenant and agree as follows:

Article 1 – DEFINITIONS and OTHER DOCUMENTS

- 1.0 Defined Terms.** All capitalized terms herein shall have the meanings as set forth in the definitions of such terms as stated in Part I, Article 1 or Part VI of the PJM Open Access Transmission Tariff (“Tariff”), except Wholesale Market Participant which shall be defined in this WMPA as a participant in a Wholesale Transaction.
- 1.1 Effective Date.** This WMPA shall become effective on the date it is executed by all Parties, or, if this WMPA is filed with FERC unexecuted, upon the date specified by FERC. This WMPA shall terminate on such date as mutually agreed upon by the parties, unless earlier terminated consistent with Section 1 in Attachment O, Appendix 2, Part VI of the Tariff.
- 1.2 Assumption of Tariff Obligations.** Wholesale Market Participant agrees to abide by all rules and procedures pertaining to generation and transmission in the PJM Region, including but not limited to the rules and procedures concerning the dispatch of generation or scheduling transmission set forth in the Tariff, the Operating Agreement and the PJM Manuals.
- 1.3 Incorporation Of Other Documents.** All portions of the Tariff and the Operating Agreement pertinent to the subject matter of this WMPA and not otherwise made a part hereof are hereby incorporated herein and made a part hereof.

Article 2 - NOTICES and MISCELLANEOUS

- 20 Notices.** Any notice, demand or request required or permitted to be given by any Party to another and any instrument required or permitted to be tendered or delivered by any Party in writing to another may be so given, tendered or delivered by recognized national courier or by depositing the same with the United States Postal Service, with postage prepaid for delivery by certified or registered mail addressed to the Party, or by personal delivery to the Party, at the address specified below. Such notices, if agreed to by the Parties, may be made via electronic means, with e-mail confirmation of delivery.

Transmission Provider:

PJM Interconnection, L.L.C.
2750 Monroe Blvd.
Audubon, PA 19403-2497

Wholesale Market Participant:
Caden Energix Endless Caverns, LLC
c/o Caden Energix, LLC
~~2311~~1201 Wilson Blvd., STE. ~~640~~2200
Arlington, VA 2220~~91~~

Attn: Itamar Sarussi

Transmission Owner:
Virginia Electric and Power Company
10900 Nuckols Road
Glen Allen, VA 23060
Attn: Mr. Nathan Frost, Director, New Tech & Energy Conservation

Either Party may change its address or designated representative for notice by notice to the other Parties in the manner provided for above.

- 21 Construction With Other Parts Of The Tariff.** This WMPA shall not be construed as an application for service under Part II or Part III of the Tariff.
- 22 Warranty for Facilities Study.** In analyzing and preparing the Combined Feasibility / System Impact Study, and in designing and constructing the Local Upgrades and/or Network Upgrades described in Part II of the Tariff and in the Specifications attached to this WMPA, Transmission Provider, the Transmission Owner(s), and any other subcontractors employed by Transmission Provider have had to, and shall have to, rely on information provided by Wholesale Market Participant and possibly by third parties and may not have control over the accuracy of such information. Accordingly, NEITHER TRANSMISSION PROVIDER, THE TRANSMISSION OWNER(s), NOR ANY OTHER SUBCONTRACTORS EMPLOYED BY TRANSMISSION PROVIDER OR TRANSMISSION OWNER MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, WHETHER ARISING BY OPERATION OF LAW, COURSE OF PERFORMANCE OR DEALING, CUSTOM, USAGE IN THE TRADE OR PROFESSION, OR OTHERWISE, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO THE ACCURACY, CONTENT, OR CONCLUSIONS OF THE FACILITIES STUDY OR THE SYSTEM IMPACT STUDY IF A FACILITIES STUDY WAS NOT REQUIRED OR OF THE LOCAL UPGRADES AND/OR THE NETWORK UPGRADES, PROVIDED, HOWEVER, that Transmission Provider warrants that the Transmission Owner Facilities described in the Specifications will be designed and constructed (to the extent that Transmission Owner is responsible for design and construction thereof) and operated in accordance with Good Utility Practice, as such term is defined in the Operating Agreement. Wholesale Market Participant acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder.
- 23 Waiver.** No waiver by any party of one or more defaults by the other in performance of any of the provisions of this WMPA shall operate or be construed as a waiver of any other or further default or defaults, whether of a like or different character.
- 24 Amendment.** This WMPA or any part thereof, may not be amended, modified, or waived other than by a written document signed by all parties hereto.

25 Addendum of Wholesale Market Participant's Agreement to Conform with IRS Safe Harbor Provisions for Non-Taxable Status. To the extent required, in accordance with Section 24.1 in Attachment O, Appendix 2 in Part VI of the Tariff, Schedule E to this WMPA shall set forth the Wholesale Market Participant's agreement to conform with the IRS safe harbor provisions for non-taxable status.

26 Assignment

2.6.1 Assignment with Prior Consent:

If the Interconnection Agreement between the Wholesale Market Participant and the Transmission Owner, as referenced in section 3.1.4 herein, provides that such Interconnection Agreement may be assigned, and such Interconnection Agreement was assigned, then, except as provided in Section 2.6.2 of this WMPA, no Party shall assign its rights or delegate its duties under this WMPA without the prior written consent of the other Parties, which consent shall not be unreasonably withheld, conditioned, or delayed; and any such assignment or delegation made without such prior written consent shall be null and void. A Party may make an assignment in connection with the sale, merger, or transfer of all of its properties, including the Participant Facility, which it owns, so long as the assignee in such a sale, merger, or transfer assumes in writing all rights, duties and obligations arising under this WMPA. In addition, the Transmission Owner shall be entitled, subject to applicable laws and regulations, to assign the WMPA to an Affiliate or successor that owns and operates all or a substantial portion of the Transmission Owner's transmission facilities.

2.6.2 Assignment without Prior Consent

2.6.2.1 Assignment to Owners:

If the Interconnection Agreement between the Wholesale Market Participant and the Transmission Owner, as referenced in section 3.1.4 herein, provides that such Interconnection Agreement may be assigned, and such Interconnection Agreement was assigned, then the Wholesale Market Participant may assign its rights or delegate its duties under this WMPA without the Transmission Owner's or Transmission Provider's prior consent to any Affiliate or person that purchases or otherwise acquires, directly or indirectly, all of the Participant Facility, provided that prior to the effective date of any such assignment: (1) the assignee shall demonstrate that, as of the effective date of the assignment, the assignee has the technical and operational competence to comply with the requirements of this WMPA; and (2) in writing to the Transmission Owner and Transmission Provider, assignee assumes all rights, duties, and obligations of Wholesale Market Participant arising under this WMPA. However, any assignment described herein shall not relieve or discharge the Wholesale Market Participant from any of its obligations hereunder absent the written consent of the Transmission Provider, such consent not to be unreasonably withheld, conditioned or delayed.

2.6.2.2 Assignment to Lenders:

If the Interconnection Agreement between the Wholesale Market Participant and the Transmission Owner, as referenced in section 3.1.4 herein, provides that such Interconnection Agreement may be assigned to any Project Finance Entity(ies), and such Interconnection Agreement was assigned, then the Wholesale Market Participant may, without consent of the Transmission Provider or the Transmission Owner, assign this WMPA to such Project Finance Entity(ies), provided that such assignment does not alter or diminish Wholesale Market Participant's duties and obligations under this WMPA. If Wholesale Market Participant provides the Transmission Owner and Transmission Provider with notice of an assignment to such Project Finance Entity(ies) and identifies such Project Finance Entity(ies) as a contact for notice of Breach consistent with section 15.3 of Attachment O, Appendix 2 in Part VI of the Tariff, the Transmission Provider or Transmission Owner shall provide notice and reasonable opportunity for such Project Finance Entity(ies) to cure any Breach under this WMPA in accordance with this WMPA. Transmission Provider or Transmission Owner shall, if requested by such Project Finance Entity(ies), provide such customary and reasonable documents, including consents to assignment, as may be reasonably requested with respect to the assignment and status of this WMPA, provided that such documents do not alter or diminish the rights of the Transmission Provider or Transmission Owner under this WMPA, except with respect to providing notice of Breach consistent with section 15.3 of Attachment O, Appendix 2 in Part VI of the Tariff, to such Project Finance Entity(ies). Upon presentation of the Transmission Provider and/or Transmission Owner's invoice therefor, Wholesale Market Participant shall pay the Transmission Provider and/or the Transmission Owner's reasonable documented cost of providing such documents and certificates as requested by such Project Finance Entity(ies). Any assignment described herein shall not relieve or discharge the Wholesale Market Participant from any of its obligations hereunder absent the written consent of the Transmission Owner and Transmission Provider.

2.6.3 Successors and Assigns:

This WMPA and all of its provisions are binding upon, and inure to the benefit of, the Parties and their respective successors and permitted assigns.

ARTICLE 3 – Responsibility for Network or Local Upgrades

- 30 Security for Network or Local Upgrades.** Consistent with Section 212.4 in Part VI of the Tariff, Wholesale Market Participant, on or before the effective date of this WMPA, shall provide the Transmission Provider (for the benefit of the Transmission Owner) with a letter of credit from an agreed provider or other form of security reasonably acceptable to the Transmission Provider and that names the Transmission Provider as beneficiary (“Security”) in the amount of \$0. This amount represents the sum of the estimated Costs, determined consistent with Section 217 in Part VI of the Tariff, of (i) the Local Upgrades and/or Network Upgrades described in Section 3.4 of this WMPA less any Costs already paid by the Wholesale Market Participant. Should Wholesale Market Participant fail to provide Security in the amount or form required in the first sentence of this Section, this WMPA shall be terminated. Wholesale Market Participant acknowledges that its ultimate cost responsibility consistent with Section 217 in Part VI of the Tariff will be based upon the actual Costs of the facilities described in the Specifications to this WMPA, whether greater or lesser than the amount of the Security provided under this Section.
- 31 Project Specific Milestones.** During the term of this WMPA, Wholesale Market Participant shall ensure that it meets each of the following milestones:
- 3.1.1 Substantial Site work completed.** On or before ~~December 31~~May 15, 2023~~30~~ Wholesale Market Participant must demonstrate completion of at least 20% of project site construction.
 - 3.1.2 Commercial Operation.** (i) On or before ~~December 31~~June 26, 2023~~34~~, Wholesale Market Participant must demonstrate commercial operation of all generating units; (ii) On or before December 31, 2021, Wholesale Market Participant must demonstrate commercial sale or use of energy and, if applicable obtain capacity qualification consistent with the requirements of the Reliability Assurance Agreement Among Load Serving Entities in the PJM Region.
 - 3.1.3 Documentation.** Within one (1) month following commercial operation of generating unit(s), Wholesale Market Participant must provide certified documentation demonstrating that “as-built” Participant Facility are consistent with applicable PJM studies and agreements. Wholesale Market Participant must also provide PJM with “as-built” electrical modeling data or confirm that previously submitted data remains valid.
 - 3.1.4 Interconnection Agreement.** On or before March 1, 2020, Wholesale Market Participant must enter into an Interconnection Agreement with the Transmission Owner in order to effectuate the WMPA.

Wholesale Market Participant shall demonstrate the occurrence of each of the foregoing milestones to Transmission Provider’s reasonable satisfaction. Transmission Provider may reasonably extend any such milestone dates, in the event of delays that Wholesale

Market Participant (i) did not cause and (ii) could not have remedied through the exercise of due diligence.

If (i) the Wholesale Market Participant suspends work pursuant to a suspension provision contained in an interconnection and/or construction agreement with the Transmission Owner or (ii) the Transmission Owner extends the date by which Wholesale Market Participant must enter into an interconnection agreement relative to this WMPA, and (iii) the Wholesale Market Participant has not made a wholesale sale under this WMPA, the Wholesale Market Participant may suspend this WMPA by notifying the Transmission Provider and the Transmission Owner in writing that it wishes to suspend this WMPA, with the condition that, notwithstanding such suspension, the Transmission System shall be left in a safe and reliable condition in accordance with Good Utility Practice and Transmission Provider's safety and reliability criteria. Wholesale Market Participant's notice of suspension shall include an estimated duration of the suspension period and other information related to the suspension. Pursuant to this section 3.1, Wholesale Market Participant may request one or more suspensions of work under this WMPA for a cumulative period of up to a maximum of three years. If, however, the suspension will result in a Material Modification as defined in Part I, Section 1.18A.02 of the Tariff, then such suspension period shall be no greater than one (1) year. If the Wholesale Market Participant suspends this WMPA pursuant to this Section 3.1 and has not provided written notice that it will exit such suspension on or before the expiration of the suspension period described herein, this WMPA shall be deemed terminated as of the end of such suspension period. The suspension time shall begin on the date the suspension is requested or on the date of the Wholesale Market Participant's written notice of suspension to Transmission Provider, if no effective date was specified. All milestone dates stated in this Section 3.1 shall be deemed to be extended coextensively with any suspension period permitted pursuant to this provision.

IN WITNESS WHEREOF, Transmission Provider, Wholesale Market Participant and Transmission Owner have caused this WMPA to be executed by their respective authorized officials. By each individual signing below, each represents to the other that they are duly authorized to sign on behalf of their company and have the actual and/or apparent authority to bind the respective company to this WMPA.

(PJM Queue Position # AE1-099)

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

By: _____
Name Title Date

~~Intentionally left blank — See Agreement to Amend signed by the parties effective September 12, 2019.~~

Printed name of signer: _____

Wholesale Market Participant: Caden Energix ~~Hickory~~ Endless Caverns, LLC

By: _____
Name Title Date

~~Intentionally left blank — See Agreement to Amend signed by the parties effective September 12, 2019.~~

Printed name of signer: _____

Transmission Owner: Virginia Electric and Power Company

By: _____
Name Title Date

~~Intentionally left blank — See Agreement to Amend signed by the parties effective September 12, 2019.~~

Printed name of signer: _____

ALL SIGNATURE LINES INTENTIONALLY LEFT BLANK – SEE AGREEMENT TO AMEND SIGNED BY THE PARTIES, EFFECTIVE JULY 12, 2022

**SPECIFICATIONS FOR
WHOLESALE MARKET PARTICIPATION AGREEMENT**

**By and Among
PJM INTERCONNECTION, L.L.C.**

**And
CADEN ENERGIX ENDLESS CAVERNS, LLC**

**And
VIRGINIA ELECTRIC AND POWER COMPANY
(PJM Queue Position # AE1-099)**

1.0 Description of generating unit(s) (the “Participant Facility”) to be used for the provision of wholesale sales into the PJM markets:

a. Name of Participant Facility:

Endless Caverns Solar

b. Location of Participant Facility:

Craney Island Rd, Rockingham County, VA

c. Size in megawatts of Participant Facility:

Maximum Facility Output of 15.7 MW

d. Description of the equipment configuration:

~~seven SMA SC 2500 US inverters~~A ground-mounted, inverter-based, solar photovoltaic generating facility consisting of solar arrays and step-up transformers with a high-side voltage of 34.5 kV

2.0 Rights for Generation Wholesale Market Participant

2.1 Capacity Interconnection Rights:

Consistent with the applicable terms of the Tariff, the Wholesale Market Participant shall have Capacity Interconnection Rights at the point(s) of interconnection specified in Schedule A of this Wholesale Market Participant Agreement in the amount of 10.4 MW; provided however, nothing in this WMPA provides any rights with regard to the use of distribution facilities.

Pursuant to and subject to the applicable terms of the Tariff, the Wholesale Market Participant shall have Capacity Interconnection Rights at the Point(s) of Interconnection specified in this Wholesale Market Participation Agreement in the amount of 10.4 MW commencing June 1, 2022. During the time period from the effective date of this WMPA until May 31, 2022 (the “interim time period”), the Wholesale Market Participant may be awarded interim Capacity Interconnection Rights in an amount not to exceed 10.4 MW. The availability

and amount of such interim Capacity Interconnection Rights shall be dependent upon completion and results of an interim deliverability study. Any interim Capacity Interconnection Rights awarded during the interim time period shall terminate on May 31, 2022.

To the extent that any portion of the Participant Facility described in Section 1.0 is not a Capacity Resource with Capacity Interconnection Rights, such portion of the Participant Facility shall be an Energy Resource. Pursuant to this WMPA, the Wholesale Market Participant may sell energy into PJM's markets in an amount equal to the Participant Facility's Maximum Facility Output indicated in Section 1.0c of the Specifications for this WMPA. PJM reserves the right to limit injections in the event reliability would be affected by output greater than such quantity.

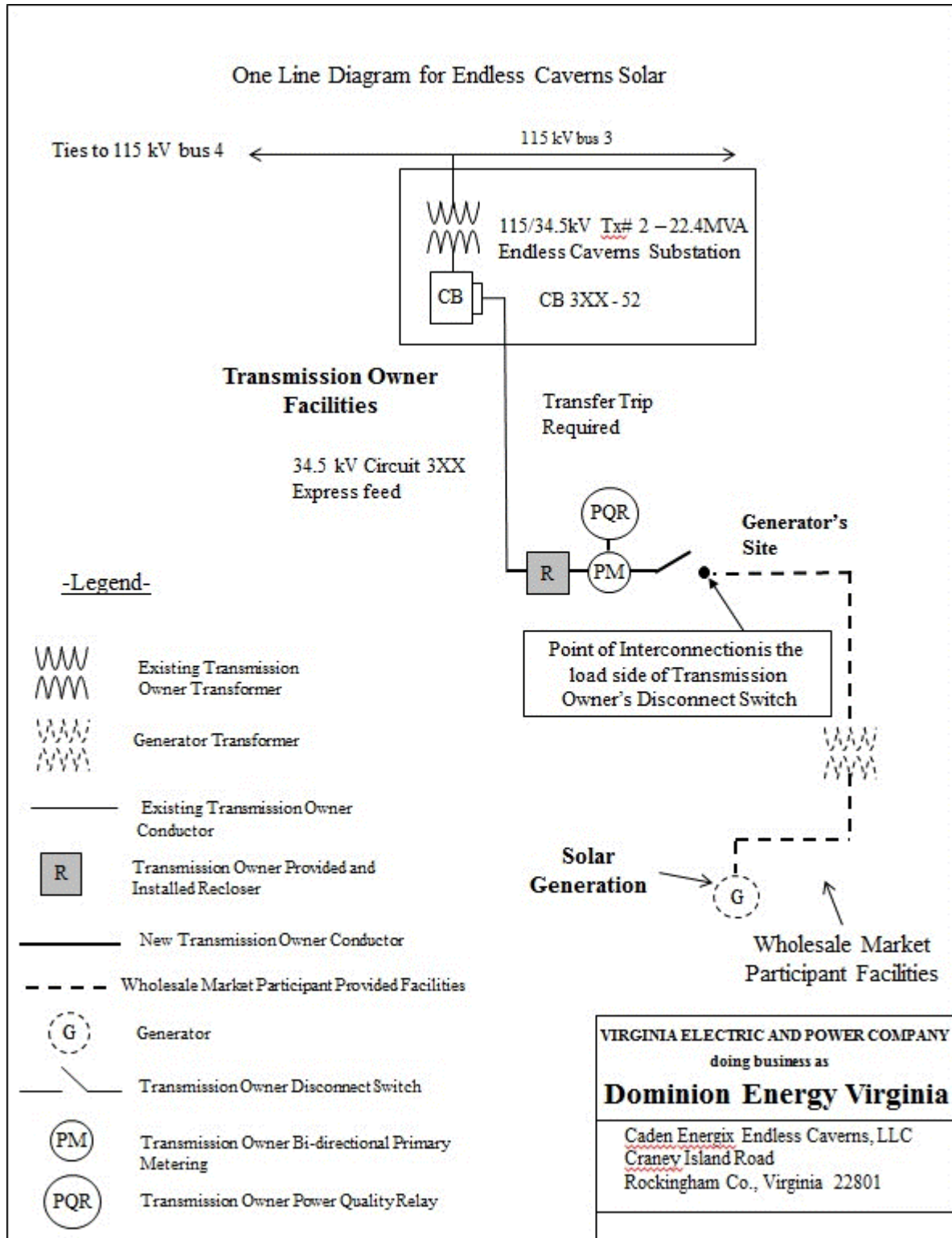
3.0 Ownership and Location of Metering Equipment. The metering equipment to be constructed, the capability of the metering equipment to be constructed, and the ownership thereof, as required for the Wholesale Transactions shall be identified on the attached Schedule B to this WMPA, and provided consistent with the PJM manuals.

SCHEDULES:

- **SCHEDULE A - SINGLE-LINE DIAGRAM (Showing point of interconnection)**
- **SCHEDULE B - LIST OF METERING EQUIPMENT**
- **SCHEDULE C - LIST OF LOCAL/NETWORK UPGRADES**
- **SCHEDULE D - APPLICABLE TECHNICAL REQUIREMENTS AND STANDARDS**
- **SCHEDULE E - WHOLESALE MARKET PARTICIPANT AGREEMENT TO CONFORM WITH IRS SAFE HARBOR PROVISIONS FOR NON-TAXABLE STATUS**
- **SCHEDULE F – SCHEDULE OF NON-STANDARD TERMS & CONDITIONS**

SCHEDULE A

SINGLE-LINE DIAGRAM



SCHEDULE B

LIST OF METERING EQUIPMENT

REVENUE METERING

At the Wholesale Market Participant's expense, the Interconnected Transmission Owner will supply and own at the Point of Interconnection bi-directional revenue metering equipment that will provide the following data:

- a. Hourly compensated MWh received from the Customer Facility to the Transmission Owner;
- b. Hourly compensated MVARh received from the Customer Facility to the Transmission Owner;
- c. Hourly compensated MWh delivered from the Transmission Owner to the Customer Facility; and
- d. Hourly compensated MVARh delivered from the Transmission Owner to the Customer Facility.

OPERATIONAL METERING

Instantaneous net MW and MVAR per unit values in accordance with PJM Manuals M-01 and M-14D.

COMMUNICATION

Wholesale Market Participant must provide revenue and real time data to PJM from their Market Operations Center per PJM Manuals M-01 and M-14D. Any data PJM is collecting can be made available to Transmission Owner via existing PJM net connection.

SCHEDULE C

LIST OF LOCAL/NETWORK UPGRADES

Not Required.

SCHEDULE D

APPLICABLE TECHNICAL REQUIREMENTS AND STANDARDS

Not Required.

SCHEDULE E

**WHOLESALE MARKET PARTICIPANT's AGREEMENT TO CONFORM WITH IRS
SAFE HARBOR PROVISIONS FOR NON-TAXABLE STATUS**

Not Required.

SCHEDULE F

SCHEDULE OF NON-STANDARD TERMS & CONDITIONS

Not Required.

ATTACHMENT B

**WMPA - Original Service Agreement No. 5377
(Clean Format)**

(PJM Queue # AE1-099)

WHOLESALE MARKET PARTICIPATION AGREEMENT

Among

PJM INTERCONNECTION, L.L.C.

And

CADEN ENERGIX ENDLESS CAVERNS, LLC

And

VIRGINIA ELECTRIC AND POWER COMPANY

WHOLESALE MARKET PARTICIPATION AGREEMENT

**By and Among
PJM Interconnection, L.L.C.
And
Caden Energix Endless Caverns, LLC
And
Virginia Electric and Power Company
(PJM Queue Position # AE1-099)**

This Wholesale Market Participation Agreement (“WMPA”) including the Specifications, and Schedules attached hereto and incorporated herein, is entered into in order to effectuate sales of energy and/or capacity into PJM’s wholesale markets, by and between PJM Interconnection, L.L.C., the Regional Transmission Organization for the PJM Region (“Transmission Provider”), Caden Energix Endless Caverns, LLC (“Wholesale Market Participant”) and Virginia Electric and Power Company (“Transmission Owner” or “TO”) (referred to individually as “Party” or collectively as “the Parties”).

WITNESSETH

WHEREAS, Wholesale Market Participant is developing generation that it intends to use to engage in Wholesale Transactions in PJM’s markets and desires to maintain its proposed generation in the queue that PJM studies for potential reliability impacts to the Transmission System;

WHEREAS, Wholesale Market Participant is seeking to interconnect at a local distribution or sub-transmission facility, which at this time is not subject to FERC jurisdiction; and

WHEREAS, Wholesale Market Participant and Transmission Owner or its affiliate must enter into a separate two-party interconnection agreement (“Interconnection Agreement”) in order to address issues of physical interconnection and local charges that may be presented by the interconnection of Wholesale Market Participant’s generation to the distribution facility.

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 Transmission Provider, Transmission Owner and Wholesale Market Participant and the parties agree to assume all of the rights and obligations consistent with the rights and obligations relating to Network Upgrades, Local Upgrades and metering requirements set forth in Part VI of the Tariff, as of the effective date of this WMPA, required for Wholesale Market Participant to make Wholesale Transactions in PJM’s markets. The Parties mutually covenant and agree as follows:

Article 1 – DEFINITIONS and OTHER DOCUMENTS

- 1.0 Defined Terms.** All capitalized terms herein shall have the meanings as set forth in the definitions of such terms as stated in Part I, Article 1 or Part VI of the PJM Open Access Transmission Tariff (“Tariff”), except Wholesale Market Participant which shall be defined in this WMPA as a participant in a Wholesale Transaction.
- 1.1 Effective Date.** This WMPA shall become effective on the date it is executed by all Parties, or, if this WMPA is filed with FERC unexecuted, upon the date specified by FERC. This WMPA shall terminate on such date as mutually agreed upon by the parties, unless earlier terminated consistent with Section 1 in Attachment O, Appendix 2, Part VI of the Tariff.
- 1.2 Assumption of Tariff Obligations.** Wholesale Market Participant agrees to abide by all rules and procedures pertaining to generation and transmission in the PJM Region, including but not limited to the rules and procedures concerning the dispatch of generation or scheduling transmission set forth in the Tariff, the Operating Agreement and the PJM Manuals.
- 1.3 Incorporation Of Other Documents.** All portions of the Tariff and the Operating Agreement pertinent to the subject matter of this WMPA and not otherwise made a part hereof are hereby incorporated herein and made a part hereof.

Article 2 - NOTICES and MISCELLANEOUS

- 20 Notices.** Any notice, demand or request required or permitted to be given by any Party to another and any instrument required or permitted to be tendered or delivered by any Party in writing to another may be so given, tendered or delivered by recognized national courier or by depositing the same with the United States Postal Service, with postage prepaid for delivery by certified or registered mail addressed to the Party, or by personal delivery to the Party, at the address specified below. Such notices, if agreed to by the Parties, may be made via electronic means, with e-mail confirmation of delivery.

Transmission Provider:

PJM Interconnection, L.L.C.
2750 Monroe Blvd.
Audubon, PA 19403-2497

Wholesale Market Participant:
Caden Energix Endless Caverns, LLC
c/o Caden Energix, LLC
1201 Wilson Blvd., STE. 2200
Arlington, VA 22209

Attn: Itamar Sarussi

Transmission Owner:
Virginia Electric and Power Company
10900 Nuckols Road
Glen Allen, VA 23060
Attn: Mr. Nathan Frost, Director, New Tech & Energy Conservation

Either Party may change its address or designated representative for notice by notice to the other Parties in the manner provided for above.

- 21 Construction With Other Parts Of The Tariff.** This WMPA shall not be construed as an application for service under Part II or Part III of the Tariff.
- 22 Warranty for Facilities Study.** In analyzing and preparing the Combined Feasibility / System Impact Study, and in designing and constructing the Local Upgrades and/or Network Upgrades described in Part II of the Tariff and in the Specifications attached to this WMPA, Transmission Provider, the Transmission Owner(s), and any other subcontractors employed by Transmission Provider have had to, and shall have to, rely on information provided by Wholesale Market Participant and possibly by third parties and may not have control over the accuracy of such information. Accordingly, NEITHER TRANSMISSION PROVIDER, THE TRANSMISSION OWNER(s), NOR ANY OTHER SUBCONTRACTORS EMPLOYED BY TRANSMISSION PROVIDER OR TRANSMISSION OWNER MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, WHETHER ARISING BY OPERATION OF LAW, COURSE OF PERFORMANCE OR DEALING, CUSTOM, USAGE IN THE TRADE OR PROFESSION, OR OTHERWISE, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO THE ACCURACY, CONTENT, OR CONCLUSIONS OF THE FACILITIES STUDY OR THE SYSTEM IMPACT STUDY IF A FACILITIES STUDY WAS NOT REQUIRED OR OF THE LOCAL UPGRADES AND/OR THE NETWORK UPGRADES, PROVIDED, HOWEVER, that Transmission Provider warrants that the Transmission Owner Facilities described in the Specifications will be designed and constructed (to the extent that Transmission Owner is responsible for design and construction thereof) and operated in accordance with Good Utility Practice, as such term is defined in the Operating Agreement. Wholesale Market Participant acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder.
- 23 Waiver.** No waiver by any party of one or more defaults by the other in performance of any of the provisions of this WMPA shall operate or be construed as a waiver of any other or further default or defaults, whether of a like or different character.
- 24 Amendment.** This WMPA or any part thereof, may not be amended, modified, or waived other than by a written document signed by all parties hereto.

25 Addendum of Wholesale Market Participant's Agreement to Conform with IRS Safe Harbor Provisions for Non-Taxable Status. To the extent required, in accordance with Section 24.1 in Attachment O, Appendix 2 in Part VI of the Tariff, Schedule E to this WMPA shall set forth the Wholesale Market Participant's agreement to conform with the IRS safe harbor provisions for non-taxable status.

26 Assignment

2.6.1 Assignment with Prior Consent:

If the Interconnection Agreement between the Wholesale Market Participant and the Transmission Owner, as referenced in section 3.1.4 herein, provides that such Interconnection Agreement may be assigned, and such Interconnection Agreement was assigned, then, except as provided in Section 2.6.2 of this WMPA, no Party shall assign its rights or delegate its duties under this WMPA without the prior written consent of the other Parties, which consent shall not be unreasonably withheld, conditioned, or delayed; and any such assignment or delegation made without such prior written consent shall be null and void. A Party may make an assignment in connection with the sale, merger, or transfer of all of its properties, including the Participant Facility, which it owns, so long as the assignee in such a sale, merger, or transfer assumes in writing all rights, duties and obligations arising under this WMPA. In addition, the Transmission Owner shall be entitled, subject to applicable laws and regulations, to assign the WMPA to an Affiliate or successor that owns and operates all or a substantial portion of the Transmission Owner's transmission facilities.

2.6.2 Assignment without Prior Consent

2.6.2.1 Assignment to Owners:

If the Interconnection Agreement between the Wholesale Market Participant and the Transmission Owner, as referenced in section 3.1.4 herein, provides that such Interconnection Agreement may be assigned, and such Interconnection Agreement was assigned, then the Wholesale Market Participant may assign its rights or delegate its duties under this WMPA without the Transmission Owner's or Transmission Provider's prior consent to any Affiliate or person that purchases or otherwise acquires, directly or indirectly, all of the Participant Facility, provided that prior to the effective date of any such assignment: (1) the assignee shall demonstrate that, as of the effective date of the assignment, the assignee has the technical and operational competence to comply with the requirements of this WMPA; and (2) in writing to the Transmission Owner and Transmission Provider, assignee assumes all rights, duties, and obligations of Wholesale Market Participant arising under this WMPA. However, any assignment described herein shall not relieve or discharge the Wholesale Market Participant from any of its obligations hereunder absent the written consent of the Transmission Provider, such consent not to be unreasonably withheld, conditioned or delayed.

2.6.2.2 Assignment to Lenders:

If the Interconnection Agreement between the Wholesale Market Participant and the Transmission Owner, as referenced in section 3.1.4 herein, provides that such Interconnection Agreement may be assigned to any Project Finance Entity(ies), and such Interconnection Agreement was assigned, then the Wholesale Market Participant may, without consent of the Transmission Provider or the Transmission Owner, assign this WMPA to such Project Finance Entity(ies), provided that such assignment does not alter or diminish Wholesale Market Participant's duties and obligations under this WMPA. If Wholesale Market Participant provides the Transmission Owner and Transmission Provider with notice of an assignment to such Project Finance Entity(ies) and identifies such Project Finance Entity(ies) as a contact for notice of Breach consistent with section 15.3 of Attachment O, Appendix 2 in Part VI of the Tariff, the Transmission Provider or Transmission Owner shall provide notice and reasonable opportunity for such Project Finance Entity(ies) to cure any Breach under this WMPA in accordance with this WMPA. Transmission Provider or Transmission Owner shall, if requested by such Project Finance Entity(ies), provide such customary and reasonable documents, including consents to assignment, as may be reasonably requested with respect to the assignment and status of this WMPA, provided that such documents do not alter or diminish the rights of the Transmission Provider or Transmission Owner under this WMPA, except with respect to providing notice of Breach consistent with section 15.3 of Attachment O, Appendix 2 in Part VI of the Tariff, to such Project Finance Entity(ies). Upon presentation of the Transmission Provider and/or Transmission Owner's invoice therefor, Wholesale Market Participant shall pay the Transmission Provider and/or the Transmission Owner's reasonable documented cost of providing such documents and certificates as requested by such Project Finance Entity(ies). Any assignment described herein shall not relieve or discharge the Wholesale Market Participant from any of its obligations hereunder absent the written consent of the Transmission Owner and Transmission Provider.

2.6.3 Successors and Assigns:

This WMPA and all of its provisions are binding upon, and inure to the benefit of, the Parties and their respective successors and permitted assigns.

ARTICLE 3 – Responsibility for Network or Local Upgrades

- 30 Security for Network or Local Upgrades.** Consistent with Section 212.4 in Part VI of the Tariff, Wholesale Market Participant, on or before the effective date of this WMPA, shall provide the Transmission Provider (for the benefit of the Transmission Owner) with a letter of credit from an agreed provider or other form of security reasonably acceptable to the Transmission Provider and that names the Transmission Provider as beneficiary (“Security”) in the amount of \$0. This amount represents the sum of the estimated Costs, determined consistent with Section 217 in Part VI of the Tariff, of (i) the Local Upgrades and/or Network Upgrades described in Section 3.4 of this WMPA less any Costs already paid by the Wholesale Market Participant. Should Wholesale Market Participant fail to provide Security in the amount or form required in the first sentence of this Section, this WMPA shall be terminated. Wholesale Market Participant acknowledges that its ultimate cost responsibility consistent with Section 217 in Part VI of the Tariff will be based upon the actual Costs of the facilities described in the Specifications to this WMPA, whether greater or lesser than the amount of the Security provided under this Section.
- 31 Project Specific Milestones.** During the term of this WMPA, Wholesale Market Participant shall ensure that it meets each of the following milestones:
- 3.1.1 Substantial Site work completed.** On or before May 15, 2023 Wholesale Market Participant must demonstrate completion of at least 20% of project site construction.
 - 3.1.2 Commercial Operation.** (i) On or before June 26, 2023, Wholesale Market Participant must demonstrate commercial operation of all generating units; (ii) On or before December 31, 2021, Wholesale Market Participant must demonstrate commercial sale or use of energy and, if applicable obtain capacity qualification consistent with the requirements of the Reliability Assurance Agreement Among Load Serving Entities in the PJM Region.
 - 3.1.3 Documentation.** Within one (1) month following commercial operation of generating unit(s), Wholesale Market Participant must provide certified documentation demonstrating that “as-built” Participant Facility are consistent with applicable PJM studies and agreements. Wholesale Market Participant must also provide PJM with “as-built” electrical modeling data or confirm that previously submitted data remains valid.
 - 3.1.4 Interconnection Agreement.** On or before March 1, 2020, Wholesale Market Participant must enter into an Interconnection Agreement with the Transmission Owner in order to effectuate the WMPA.

Wholesale Market Participant shall demonstrate the occurrence of each of the foregoing milestones to Transmission Provider’s reasonable satisfaction. Transmission Provider may reasonably extend any such milestone dates, in the event of delays that Wholesale

Market Participant (i) did not cause and (ii) could not have remedied through the exercise of due diligence.

If (i) the Wholesale Market Participant suspends work pursuant to a suspension provision contained in an interconnection and/or construction agreement with the Transmission Owner or (ii) the Transmission Owner extends the date by which Wholesale Market Participant must enter into an interconnection agreement relative to this WMPA, and (iii) the Wholesale Market Participant has not made a wholesale sale under this WMPA, the Wholesale Market Participant may suspend this WMPA by notifying the Transmission Provider and the Transmission Owner in writing that it wishes to suspend this WMPA, with the condition that, notwithstanding such suspension, the Transmission System shall be left in a safe and reliable condition in accordance with Good Utility Practice and Transmission Provider's safety and reliability criteria. Wholesale Market Participant's notice of suspension shall include an estimated duration of the suspension period and other information related to the suspension. Pursuant to this section 3.1, Wholesale Market Participant may request one or more suspensions of work under this WMPA for a cumulative period of up to a maximum of three years. If, however, the suspension will result in a Material Modification as defined in Part I, Section 1.18A.02 of the Tariff, then such suspension period shall be no greater than one (1) year. If the Wholesale Market Participant suspends this WMPA pursuant to this Section 3.1 and has not provided written notice that it will exit such suspension on or before the expiration of the suspension period described herein, this WMPA shall be deemed terminated as of the end of such suspension period. The suspension time shall begin on the date the suspension is requested or on the date of the Wholesale Market Participant's written notice of suspension to Transmission Provider, if no effective date was specified. All milestone dates stated in this Section 3.1 shall be deemed to be extended coextensively with any suspension period permitted pursuant to this provision.

IN WITNESS WHEREOF, Transmission Provider, Wholesale Market Participant and Transmission Owner have caused this WMPA to be executed by their respective authorized officials. By each individual signing below, each represents to the other that they are duly authorized to sign on behalf of their company and have the actual and/or apparent authority to bind the respective company to this WMPA.

(PJM Queue Position # AE1-099)

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

By: _____
Name Title Date

Printed name of signer: _____

Wholesale Market Participant: Caden Energix Endless Caverns, LLC

By: _____
Name Title Date

Printed name of signer: _____

Transmission Owner: Virginia Electric and Power Company

By: _____
Name Title Date

Printed name of signer: _____

ALL SIGNATURE LINES INTENTIONALLY LEFT BLANK – SEE AGREEMENT TO
AMEND SIGNED BY THE PARTIES, EFFECTIVE JULY 12, 2022

**SPECIFICATIONS FOR
WHOLESALE MARKET PARTICIPATION AGREEMENT**

**By and Among
PJM INTERCONNECTION, L.L.C.**

**And
CADEN ENERGIX ENDLESS CAVERNS, LLC**

**And
VIRGINIA ELECTRIC AND POWER COMPANY
(PJM Queue Position # AE1-099)**

1.0 Description of generating unit(s) (the “Participant Facility”) to be used for the provision of wholesale sales into the PJM markets:

a. Name of Participant Facility:

Endless Caverns Solar

b. Location of Participant Facility:

Craney Island Rd, Rockingham County, VA

c. Size in megawatts of Participant Facility:

Maximum Facility Output of 15.7 MW

d. Description of the equipment configuration:

A ground-mounted, inverter-based, solar photovoltaic generating facility consisting of solar arrays and step-up transformers with a high-side voltage of 34.5 kV

2.0 Rights for Generation Wholesale Market Participant

2.1 Capacity Interconnection Rights:

Consistent with the applicable terms of the Tariff, the Wholesale Market Participant shall have Capacity Interconnection Rights at the point(s) of interconnection specified in Schedule A of this Wholesale Market Participant Agreement in the amount of 10.4 MW; provided however, nothing in this WMPA provides any rights with regard to the use of distribution facilities.

Pursuant to and subject to the applicable terms of the Tariff, the Wholesale Market Participant shall have Capacity Interconnection Rights at the Point(s) of Interconnection specified in this Wholesale Market Participation Agreement in the amount of 10.4 MW commencing June 1, 2022. During the time period from the effective date of this WMPA until May 31, 2022 (the “interim time period”), the Wholesale Market Participant may be awarded interim Capacity Interconnection Rights in an amount not to exceed 10.4 MW. The availability

and amount of such interim Capacity Interconnection Rights shall be dependent upon completion and results of an interim deliverability study. Any interim Capacity Interconnection Rights awarded during the interim time period shall terminate on May 31, 2022.

To the extent that any portion of the Participant Facility described in Section 1.0 is not a Capacity Resource with Capacity Interconnection Rights, such portion of the Participant Facility shall be an Energy Resource. Pursuant to this WMPA, the Wholesale Market Participant may sell energy into PJM's markets in an amount equal to the Participant Facility's Maximum Facility Output indicated in Section 1.0c of the Specifications for this WMPA. PJM reserves the right to limit injections in the event reliability would be affected by output greater than such quantity.

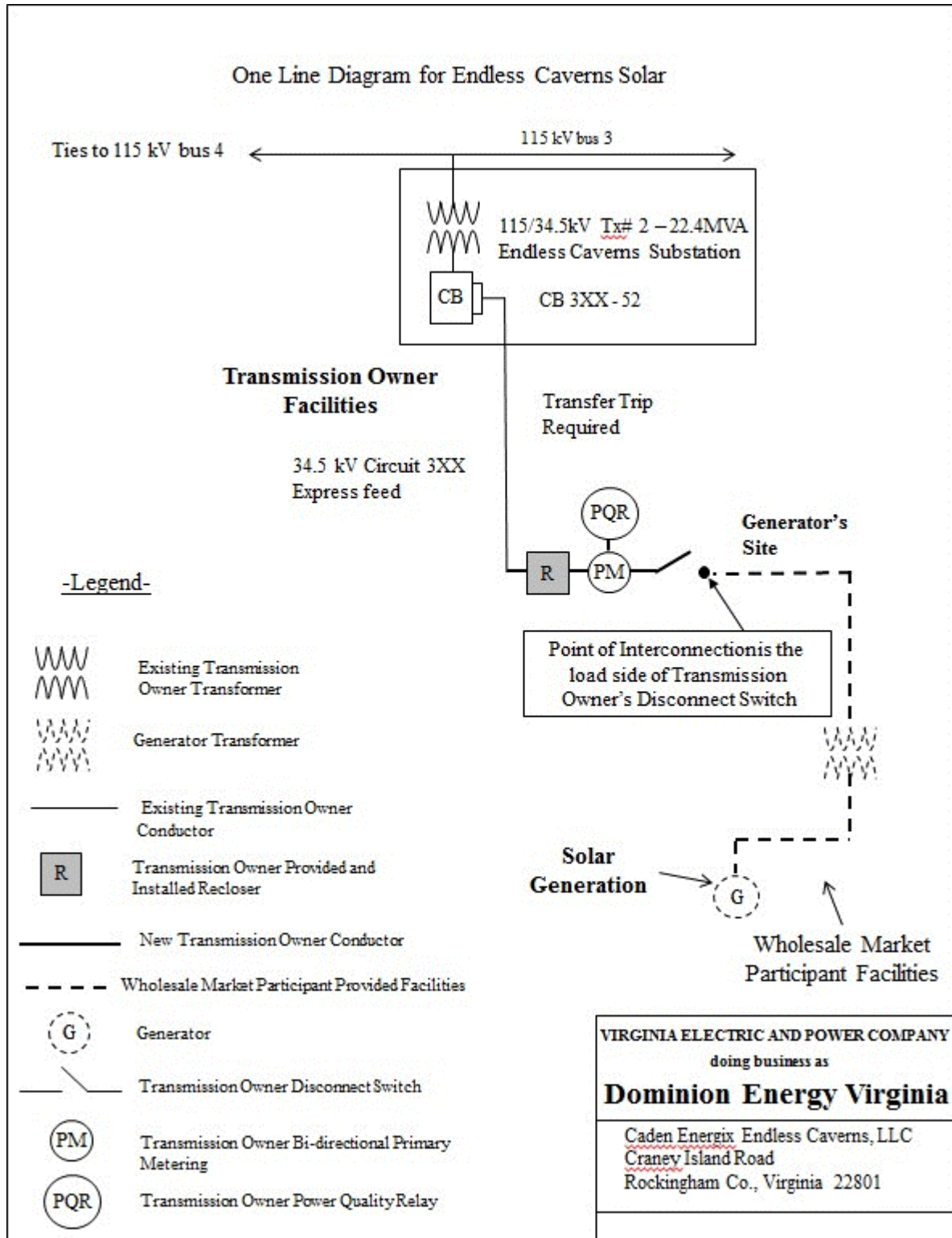
3.0 Ownership and Location of Metering Equipment. The metering equipment to be constructed, the capability of the metering equipment to be constructed, and the ownership thereof, as required for the Wholesale Transactions shall be identified on the attached Schedule B to this WMPA, and provided consistent with the PJM manuals.

SCHEDULES:

- **SCHEDULE A - SINGLE-LINE DIAGRAM (Showing point of interconnection)**
- **SCHEDULE B - LIST OF METERING EQUIPMENT**
- **SCHEDULE C - LIST OF LOCAL/NETWORK UPGRADES**
- **SCHEDULE D - APPLICABLE TECHNICAL REQUIREMENTS AND STANDARDS**
- **SCHEDULE E - WHOLESALE MARKET PARTICIPANT AGREEMENT TO CONFORM WITH IRS SAFE HARBOR PROVISIONS FOR NON-TAXABLE STATUS**
- **SCHEDULE F – SCHEDULE OF NON-STANDARD TERMS & CONDITIONS**

SCHEDULE A

SINGLE-LINE DIAGRAM



SCHEDULE B

LIST OF METERING EQUIPMENT

REVENUE METERING

At the Wholesale Market Participant's expense, the Interconnected Transmission Owner will supply and own at the Point of Interconnection bi-directional revenue metering equipment that will provide the following data:

- a. Hourly compensated MWh received from the Customer Facility to the Transmission Owner;
- b. Hourly compensated MVARh received from the Customer Facility to the Transmission Owner;
- c. Hourly compensated MWh delivered from the Transmission Owner to the Customer Facility; and
- d. Hourly compensated MVARh delivered from the Transmission Owner to the Customer Facility.

OPERATIONAL METERING

Instantaneous net MW and MVAR per unit values in accordance with PJM Manuals M-01 and M-14D.

COMMUNICATION

Wholesale Market Participant must provide revenue and real time data to PJM from their Market Operations Center per PJM Manuals M-01 and M-14D. Any data PJM is collecting can be made available to Transmission Owner via existing PJM net connection.

SCHEDULE C

LIST OF LOCAL/NETWORK UPGRADES

Not Required.

SCHEDULE D

APPLICABLE TECHNICAL REQUIREMENTS AND STANDARDS

Not Required.

SCHEDULE E

**WHOLESALE MARKET PARTICIPANT's AGREEMENT TO CONFORM WITH IRS
SAFE HARBOR PROVISIONS FOR NON-TAXABLE STATUS**

Not Required.

SCHEDULE F

SCHEDULE OF NON-STANDARD TERMS & CONDITIONS

Not Required.

ATTACHMENT C

**Executed Agreement to Amend
and Replacement Pages**

AGREEMENT TO AMEND
By and Among
PJM Interconnection, L.L.C
And
CADEN ENERGIX ENDLESS CAVERNS, LLC
And
VIRGINIA ELECTRIC AND POWER COMPANY
(PJM Queue Position #AE1-099)

This AGREEMENT TO AMEND (“Agreement to Amend”) is entered into by and among PJM Interconnection, L.L.C. (“PJM” or “Transmission Provider”), Caden Energix Endless Caverns, LLC (“Wholesale Market Participant”), and Virginia Electric and Power Company (“Transmission Owner”) (each, individually a “Party,” and collectively, the “Parties”).

RECITALS

WHEREAS, PJM, Wholesale Market Participant, and Transmission Owner are parties to the following service agreement(s) (the “Service Agreement(s)”), filed with and accepted by the Federal Energy Regulatory Commission in Docket No. ER19-1708-000, designated as follows:

Type of Service Agreement(s)	Service Agreement Number	Parties to the Agreement	Effective Date
Wholesale Market Participant Agreement (“WMPA”)	5377	PJM Interconnection, L.L.C., Caden Energix Endless Caverns, LLC, and Virginia Electric and Power Company	March 29, 2019

WHEREAS, Section 2.4 of the Wholesale Market Participation Agreement provides that the Service Agreement(s), or any part thereof, may not be amended, modified, or waived other than by a written document signed by all parties to the Service Agreement(s); and

WHEREAS, by this Agreement to Amend, the Parties intend to amend the Service Agreement(s) to reflect and describe the changes listed in Appendix A hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound, the Parties hereto, hereby agree as follows:

1. Capitalized Terms. Capitalized terms not otherwise defined herein shall have the meaning assigned to such terms in the Service Agreement(s).
2. Consent to Amendment(s). The Parties hereby agree to amend the aforementioned Service Agreement(s) by making the changes listed in Appendix A hereto and the amendments will not change the effective date of the Service Agreement(s), unless otherwise agreed to by the Parties. The Parties authorize PJM to file the amended Service

Agreement(s) with the Commission without the necessity of additional signatures from Wholesale Market Participant and Transmission Owner.

3. Counterparts. This Agreement to Amend may be executed in one or more counterparts, each of which when so executed and delivered shall be an original but all of which shall together constitute one and the same instrument.

Except as set forth in this Agreement to Amend, the Service Agreement(s) is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Agreement to Amend and the Service Agreement(s) or any earlier amendment(s), the terms of this Agreement to Amend will prevail.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to Amend, which shall become effective on the date that it is fully executed by all Parties. By each individual signing below, each represents to the others that they are duly authorized to sign on behalf of that company and have the actual and/or apparent authority to bind the respective company to this Agreement to Amend.

(PJM Queue Position #AE1-099)

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

By: Augustine Caven Mgr., Infrastructure Coord. 7/12/2022
Name Title Date

Printed name of signer: Augustine Caven

Wholesale Market Participant: Caden Energix Endless Caverns, LLC

By: Itamar Sarussi Authorized Signatory 7/1/2022
Name Title Date

Printed name of signer: Itamar Sarussi

Transmission Owner: Virginia Electric and Power Company

By: Nathan Frost Authorized Representative 7/6/2022
Name Title Date

Printed name of signer: Nathan Frost

APPENDIX A

Section Changed	Changed From	Changed To	Explanation
WMPA, section 2.0	Caden Energix Endless Caverns, LLC c/o Caden Energix, LLC 611 NW 72nd St. Miami, FL 33150 Attn: Robert Kampf	Caden Energix Endless Caverns, LLC c/o Caden Energix, LLC 1201 Wilson Blvd., STE 2200 Arlington, VA 22209 Attn: Itamar Sarussi	Wholesale Market Participant's contact information is updated.
WMPA, section 3.1.1	December 31, 2020	May 15, 2023	Milestone date is extended.
WMPA, section 3.1.2	December 31, 2021	June 26, 2023	Milestone date is extended.
WMPA, Specifications section 1.0 (d)	seven SMA SC 2500-US inverters	A ground-mounted, inverter-based, solar photovoltaic generating facility consisting of solar arrays and step-up transformers with a high-side voltage of 34.5 kV	Description of the equipment configuration is updated.

AGREEMENT TO AMEND
By and Among
PJM Interconnection, L.L.C
And
CADEN ENERGIX ENDLESS CAVERNS, LLC
And
VIRGINIA ELECTRIC AND POWER COMPANY
(PJM Queue Position #AE1-099)

This AGREEMENT TO AMEND (“Agreement to Amend”) is entered into by and among PJM Interconnection, L.L.C. (“PJM” or “Transmission Provider”), Caden Energix Endless Caverns, LLC (“Wholesale Market Participant”), and Virginia Electric and Power Company (“Transmission Owner”) (each, individually a “Party,” and collectively, the “Parties”).

RECITALS

WHEREAS, PJM, Wholesale Market Participant, and Transmission Owner are parties to the following service agreement(s) (the “Service Agreement(s)”), filed with and accepted by the Federal Energy Regulatory Commission in Docket No. ER20-761-000, designated as follows:

Type of Service Agreement(s)	Service Agreement Number	Parties to the Agreement	Effective Date
Wholesale Market Participant Agreement (“WMPA”)	5377	PJM Interconnection, L.L.C., Caden Energix Endless Caverns, LLC, and Virginia Electric and Power Company	March 29, 2019

WHEREAS, Section 2.4 of the Wholesale Market Participation Agreement provides that the Service Agreement(s), or any part thereof, may not be amended, modified, or waived other than by a written document signed by all parties to the Service Agreement(s); and

WHEREAS, by this Agreement to Amend, the Parties intend to amend the Service Agreement(s) to reflect and describe the changes listed in Appendix A hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound, the Parties hereto, hereby agree as follows:

1. Capitalized Terms. Capitalized terms not otherwise defined herein shall have the meaning assigned to such terms in the Service Agreement(s).
2. Consent to Amendment(s). The Parties hereby agree to amend the aforementioned Service Agreement(s) by making the changes listed in Appendix A hereto and the amendments will not change the effective date of the Service Agreement(s), unless otherwise agreed to by the Parties. The Parties authorize PJM to file the amended Service

APPENDIX A

Section Changed	Changed From	Changed To	Explanation
WMPA, section 2.0	Caden Energix Endless Caverns, LLC c/o Caden Energix, LLC 2311 Wilson Blvd., STE 640 Arlington, VA 22201 Attn: Itamar Sarussi	Caden Energix Endless Caverns, LLC c/o Caden Energix, LLC 1201 Wilson Blvd., STE 2200 Arlington, VA 22209 Attn: Itamar Sarussi	Wholesale Market Participant's contact information is updated.
WMPA, section 3.1.1	December 31, 2020	May 15, 2023	Milestone date is extended.
WMPA, section 3.1.2	December 31, 2021	June 26, 2023	Milestone date is extended.
WMPA, Specifications section 1.0 (d)	seven SMA SC 2500-US inverters	A ground-mounted, inverter-based, solar photovoltaic generating facility consisting of solar arrays and step-up transformers with a high-side voltage of 34.5 kV	Description of the equipment configuration is updated.