

February 23, 2021

The PJM Board of Managers  
c/o Ake Almgren, Ph.D.  
PJM Interconnection, L.L.C.  
2750 Monroe Boulevard  
Audubon, Pennsylvania 19408

**Re: PJM TOA-AC Section 205 Working Group Confidentiality and Common Interest Agreement**

Dear Chairman Almgren and PJM Board of Managers,

The PJM TOA-AC Section 205 Working Group (“S205WG”) has reviewed the February 10, 2021 correspondence from the Consumer Advocates of the PJM States (CAPS) to the PJM Board of Managers requesting public posting of the Section 205 Working Group Confidentiality and Common Interest Agreement (CCIA) of which PJM is a signatory. Although the S205WG has never received a similar request, we have no issue with the public posting of the fully executed 2017 CCIA, which is attached for ease of reference. Additionally, please note that the 2017 CCIA succeeded a 2011 CCIA. The S205WG has no objection to the public posting of the fully executed superseded 2011 CCIA, which is also attached for ease of reference.

Respectfully,

*PJM TOA-AC Section 205 Working Group*

## **CONFIDENTIALITY AND COMMON INTEREST AGREEMENT**

This Confidentiality and Common Interest Agreement (“Agreement”) is made, entered into and effective as of September 13, 2011, by and among the undersigned companies (each individually, a “Participant,” and collectively, the “Participants”). To the extent that a Participant is represented by outside counsel, such Participant may act by and through its respective outside counsel, in which case its respective outside counsel shall be set forth opposite the applicable Participant's signature on this Agreement (individually and collectively, “Counsel,” and, together with the Participants, a “Party” and the “Parties”).

**WHEREAS**, the Participants are PJM Interconnection, L.L.C. (“PJM”) and PJM Transmission Owners with transmission revenue requirements recovered pursuant to Attachment H of the PJM Open Access Transmission Tariff (“PJM TOs”);

**WHEREAS**, on July 21, 2011, the Federal Energy Regulatory Commission (“FERC”) issued Order No. 1000, *Transmission Planning and Cost Allocation by Transmission Owning and Operating Public Utilities*<sup>1</sup>;

**WHEREAS**, Order No. 1000 directed regional transmission organizations, including PJM, to file tariff revisions providing a cost allocation methodology for certain regional and interregional transmission facilities (“Compliance Obligation”);

**WHEREAS**, pursuant to the PJM Consolidated Transmission Owners Agreement and the PJM Open Access Transmission Tariff, the filing of tariff revisions concerning cost allocation pursuant to section 205 of the Federal Power Act is the responsibility of the PJM TOs;

**WHEREAS**, following the decision of the United States Court of Appeals for the Seventh Circuit in *Illinois Commerce Comm’n v. FERC*, 576 F.3d 470 (7th Cir. 2009), certain issues concerning the allocation of costs of new high voltage transmission facilities in PJM are pending on remand before FERC in Docket Nos. EL05-121-000, *et al.*, following the conclusion of a paper hearing (“Remand Proceeding”);

**WHEREAS**, all or some of the Participants are parties to the Remand Proceeding and all of the Participants will be affected by the outcome of the Remand Proceeding;

**WHEREAS**, it is in the common interest of the PJM TOs with the assistance of PJM to develop mutually agreeable filings to be submitted to the FERC in satisfaction of the Compliance Obligation (the “Section 205 Filings”);

**WHEREAS**, it is in the common interest of the PJM TOs with the assistance of PJM to participate jointly in negotiations with neighboring regions to develop mutually agreeable Section 205 filings regarding interregional facilities;

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<sup>1</sup> 136 FERC ¶ 61,051 (2011).

## **Confidentiality and Common Interest Agreement**

**WHEREAS**, the development of the Section 205 Filing could necessitate discussion of certain issues pending in the Remand Proceeding;

**WHEREAS**, communications between and among parties as part of settlement discussions are privileged and confidential under FERC precedent and Rule 602(e) of FERC's Rules of Practice and Procedure<sup>2</sup>;

**WHEREAS**, the Participants desire (i) to establish terms and conditions relating to the exchange of information among them, and to third parties, with respect to the Section 205 Filing and the Remand Proceeding; and (ii) to recognize the formation of a common interest to assess, prepare for, respond to and participate in the Section 205 Filings; and, if necessary, to defend against any claims raised in connection with the Section 205 Filings, including without limitation, defending against any disclosure, inconsistent with the terms of this Agreement, of any Confidential Information, as such term is defined in Section 2;

**WHEREAS**, the Parties wish (i) to continue to pursue their separate but common interests, and to avoid any suggestion of waiver of the confidentiality or immunity of communications and documents protected by the attorney-client privilege, the attorney work-product doctrine or any other privilege or immunity vis-à-vis potentially adverse parties; and (ii) to engage in any discussions related to the Remand Proceeding that may be necessary or appropriate to facilitate the Section 205 Filing without prejudice to their respective positions in the Remand Proceeding;

**WHEREAS**, it is the intention and understanding of the Parties that past and future communications among and between the Parties with respect to the Section 205 Filings and the Remand Proceeding were and are carried out in recognition of this common interest and are and shall remain confidential and are and shall continue to be protected from disclosure to any third party by any and all applicable privileges and immunities, except as set forth herein;

**WHEREAS**, in order effectively to pursue the Participants' common interests with respect to the Section 205 Filings, the Parties have also each concluded that, from time to time, such interests will be best served by sharing Confidential Information; and

**WHEREAS**, it is the purpose of this Agreement to ensure that any exchange or disclosure of the Confidential Information contemplated herein does not diminish in any way the confidentiality of such Confidential Information and does not constitute a waiver of any privilege or immunity otherwise available;

**NOW, THEREFORE**, in consideration of the mutual representations, covenants and agreements herein set forth, including the foregoing paragraphs, which are part of this Agreement and not mere recitals, the Parties hereto, intending to be legally bound hereby, agree as follows:

1. By signing this Agreement, the Parties agree and confirm that they have established a common interest in maintaining the confidentiality of communications in connection with the

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<sup>2</sup> 18 C.F.R. § 385.602(e).

## Confidentiality and Common Interest Agreement

Section 205 Filings to the greatest extent possible under FERC's Rules of Practice and Procedure and applicable law, and that the obligations set forth herein shall survive any Party's withdrawal from this Agreement for a period ending the earlier of (i) three (3) years after the date of withdrawal, and (ii) the date determined in accordance with Paragraph 11.

2. "Confidential Information" shall include any data or information, including written attorney advice, in hard copy form, or in the form of e-mails or other electronic data, including information posted on a password restricted internet web site, that (i) relates to the purposes stated in Section 3 below, (ii) is provided by a Party to any other Party and (iii) is marked as confidential or privileged in accordance with Section 7. "Confidential Information" shall also include any other communication from a Party to any other Party that has (i) been furnished for the purposes stated in Section 3 below and (ii) that either incorporates, contains, reflects or is directly derived from Confidential Information as defined above provided by any other Party. Confidential Information may also include oral communications provided for the purposes stated in Section 3 below, including attorney advice. Unless otherwise indicated by the disclosing Party, all such oral communications furnished for the purpose stated in Section 3 below shall be presumed to be Confidential Information.
3. Except as otherwise set forth herein, the Parties may use Confidential Information for the purpose of jointly preparing, filing, or litigating in support of the Section 205 Filings or for the purpose of discussing settlement of any proceeding FERC establishes with respect to the Section 205 Filings. Nothing contained herein obligates a Party to provide any Confidential Information to any other Party.
4. Each Party agrees that it will hold and treat all Confidential Information in confidence and that it will not disclose Confidential Information in any manner whatsoever, in whole or in part (subject to the remaining provisions of this Section 4, including disclosure to affiliates), and will not use such Confidential Information other than in accordance with Section 3, except as hereinafter provided, without the prior written consent of each Party who produced, or participated in the production of, the Confidential Information. The Parties further agree that any disclosure or exchange of Confidential Information that has occurred prior to the effective date of this Agreement, to the extent such information was clearly marked as Confidential or Protected and was of a nature that would be covered by this Agreement, was subject to an oral agreement that was consistent with the terms of this Agreement, or that such Confidential Information exchanged or disclosed prior to the effective date of this Agreement nevertheless shall be treated as though exchanged or disclosed pursuant to this Agreement and shall be subject to the terms of this Agreement. Each Party shall protect such Confidential Information from disclosure to others using the same degree of care used to protect its own confidential or proprietary information of like importance, but in any case using no less than a reasonable degree of care. A Party may disclose Confidential Information received hereunder only to its direct employees, agents, financial advisors, attorneys, directors or consultants and the employees, agents, financial advisors, attorneys, directors or consultants of its affiliates who have a need to know for the purposes stated in Section 3. Each Participant shall take all necessary and appropriate measures to ensure that any person who is granted access to any Confidential Information is familiar with the terms of this Agreement, and complies with such terms as they relate to the duties of such person. Each Participant shall be

## Confidentiality and Common Interest Agreement

responsible for any breach of this Agreement by any of its employees, agents, financial advisors, attorneys, consultants, directors or affiliates, and agrees, at its sole cost and expense, to take all commercially reasonable measures (including, without limitation, court proceedings) to prohibit its employees, agents, financial advisors, attorneys, consultants, directors or affiliates from disclosure or use of the Confidential Information in any manner not authorized by this Agreement. Notwithstanding the foregoing or any other provision of this Agreement, a Party shall not be deemed to have breached this Agreement as the result of the disclosure of Confidential Information if (i) the Confidential Information so disclosed was not marked as confidential in accordance with Section 7, was not conveyed through oral communications or was not posted on a password restricted internet web site, and (ii) such disclosure was without knowledge of the confidential nature of the information. The Parties agree that their obligations under this section shall survive expiration or any earlier termination of this Agreement.

5. Nothing in this Agreement shall restrict any Party from using or disclosing Confidential Information which (i) is or becomes generally available to the public other than as a result of a disclosure directly or indirectly by the disclosing Party or its representatives; (ii) was within the using or disclosing Party's possession prior to it being furnished hereunder, provided that such information is not subject to another confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, any other Party with respect to such information; (iii) is rightfully obtained by a Party from third parties authorized to make such disclosure without restriction, whether or not shared under this Agreement, in any manner it chooses; or (iv) is lawfully obtained through discovery or other legal means, and not subject to a protective order. Nothing in this Agreement is intended to preclude any Party from (i) pursuing independently any subject matter, including subjects reflected in Confidential Information, or (ii) disclosing to a third party information which is developed or obtained independently of Confidential Information supplied to any Party and subject to this Agreement. Nothing in this Agreement precludes any Party from seeking, through discovery or other legal means, any materials or information that the Party would otherwise be entitled to pursue, provided that disclosure of Confidential Material pursuant to this agreement does not constitute a waiver of any privilege or immunity against disclosure that would otherwise exist.
6. Any Confidential Information containing legal advice or opinion concerning the Section 205 Filings or potential settlement of the Remand Proceeding, whether oral or in writing, shall be confidential and subject to the common interest privilege and any other applicable privilege.
7. Each Party shall mark Confidential Information provided to another Party with an identifying symbol and words to the effect: "**Confidential Legal Materials: Common Interest, Attorney-Client Privileged and Attorney Work Product.**"
8. If another person or entity requests or demands, by subpoena or otherwise, any Confidential Information, the Party receiving the request or demand will immediately notify the Party that provided the Confidential Information, and will also notify all other Parties. All reasonable steps will be taken by the Party or Parties receiving the request or demand to permit the assertion of all applicable rights and privileges by the Party that provided the Confidential Information, and the Party receiving such request or demand will cooperate with the Party that

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provided the Confidential Information in the timely assertion of such rights and privileges, including obtaining a protective order where appropriate. Each Party further agrees that if the Party that provided the Confidential Information is not successful in precluding the requesting person or entity from requiring the disclosure of the Confidential Information, it will furnish only that portion of the Confidential Information which is legally required, and will exercise all reasonable efforts, at the expense of the Party that originally provided the information, to obtain a ruling or reliable assurances that confidential treatment will be afforded the Confidential Information. The Party that received the request shall also cooperate, insofar as is consistent with the Party's own applicable privileges, in making the materials available to the requestor if the Party that provided the materials so directs.

9. Each Party understands and acknowledges that a Party disclosing Confidential Information hereunder, or its respective directors, officers, stockholders, partners, owners, employees, affiliates, financial advisors, attorneys, consultants, or agents make no representations or warranties, express or implied, as to the accuracy or completeness of the Confidential Information disclosed pursuant to this Agreement. Each Party agrees that no Party disclosing Confidential Information, or its respective directors, officers, stockholders, partners, owners, employees, affiliates, financial advisors, attorneys, consultants or agents shall have any liability to any other Party, or to any other Party's employees, agents, financial advisors, attorneys or consultants, or to any third parties, relating to or resulting from the disclosure, or use of the Confidential Information, or for any errors therein, omissions therefrom, or reliance thereon. The Parties agree to the reasonableness of the foregoing and agree that this section shall survive expiration or any earlier termination of this Agreement.
10. Upon (i) the conclusion of all Commission and court proceedings initiated in connection with the Section 205 Filings and the Remand Proceeding (whichever concludes last); or (ii) the expiration or any earlier termination of this Agreement; whichever of (i) and (ii) occurs first, any and all Confidential Information received pursuant to this Agreement, including all copies thereof, shall, at the providing Party's option, within thirty (30) calendar days, be either destroyed by the Party possessing the Confidential Information or returned by such Party to the Party that provided it. If any Counsel ceases representation of a Participant in connection with this Agreement, or if any Party withdraws from this Agreement, such Counsel ceasing representation or Party withdrawing from the Agreement shall, at the providing Party's option, within ten (10) calendar days, destroy or return all Confidential Information received hereunder, including all copies thereof and any documents (regardless of the form thereof) that incorporate, contain, reflect or are directly derived from the information contained in such materials. In addition, at the withdrawing Party's option, all other Parties shall, within ten (10) calendar days, destroy or return all Confidential Information provided by the withdrawing Party hereunder, including all copies thereof and any documents (regardless of the form thereof) that incorporate, contain, reflect or are directly derived from the information contained in such materials. Each Party, upon request by the providing Party, shall certify in writing its compliance with this Section. The remaining Parties to the Agreement shall not use Confidential Information received from the withdrawing Party in a manner adverse to the withdrawing Party. The withdrawing Party shall not use Confidential Information received from the remaining Parties to the Agreement in a manner adverse to the remaining Parties to the Agreement. Notwithstanding the return

## Confidentiality and Common Interest Agreement

or destruction of Confidential Information, each Party shall continue to be bound by its obligations of confidentiality as to such information.

11. This Agreement shall be effective as of the date set forth above and shall remain in full force and effect until the earlier of (1) conclusion of all Commission and court proceedings initiated in connection with the Section 205 Filings and the Remand Proceeding (whichever concludes last) and (2) termination of this Agreement in writing signed by all existing Participants.
12. Nothing contained herein shall be deemed to create an attorney-client relationship between any Counsel and anyone other than the Participant who is the client of that Counsel, as listed below, and the fact that any Counsel has entered into this Agreement shall not in any way preclude the Counsel from representing any interest that may be construed to be adverse to any other Party to this Agreement, during the term hereof or after expiration or any earlier termination of the Agreement, or be used as a basis for seeking to disqualify any Counsel from representing any other Participant in the above identified discussions, negotiations or proceedings regarding the Section 205 Filings or the Remand Proceeding, or any other present or future negotiations or proceeding, and no Counsel shall be disqualified from examining or cross-examining any witness who testifies at any proceeding, whether under a grant of immunity or otherwise, because of such Counsel's participation in this Agreement. Confidential Information provided by a Party (the "providing Party") will not be introduced or otherwise disclosed by the other Parties in a future litigation or proceeding or in connection with direct or cross-examination or otherwise, unless introduced by the providing Party during the litigation or proceeding, or unless independently obtained or developed by one or more of the other Parties. Nothing in this Agreement waives or limits the right of any Party hereto to assert any present or future claim for relief, or any cause of action, against any other Party hereto, now or in the future. Each Counsel represents that he or she has specifically advised his or her Participant-client of this clause.
13. If the interests of the Parties become adverse with respect to the Section 205 Filings, the terms of this Agreement shall continue to apply to all Confidential Information. In the event that one Party determines, in good faith, that its interests with respect to the Section 205 Filings are adverse to the interests of any other Party, such Party shall withdraw from this Agreement, and, in accordance with Section 10, return or destroy all Confidential Information received. In the event that two or more Parties are involved in a dispute over adverse interests with respect to the Section 205 Filings, and are unable to resolve which Party should withdraw from the Agreement within thirty (30) days, each Party involved in such dispute shall withdraw from the Agreement. Notwithstanding the foregoing, neither the positions taken nor proposals proffered by any Party in the discussions and/or negotiations of settlement of the Remand Proceeding, or any Party's decision not to agree to a proposed settlement of the Remand Proceeding shall require a Party to determine, in good faith, that its interests with respect to the Section 205 Filings are adverse to the interests of any other Party within the meaning of this Paragraph.
14. Each Party recognizes and acknowledges the confidential nature of the Confidential Information and that harm may result to a providing Party if information contained therein or derived therefrom is disclosed to any third party except as herein provided or is used other

## Confidentiality and Common Interest Agreement

than in accordance with Section 3. It is further understood and agreed that a providing Party shall be entitled to seek equitable relief, including injunction and specific performance, as a remedy for any breach or threatened breach of this Agreement by a Party, or any of its employees, agents, financial advisors, attorneys or consultants. These remedies will not be deemed to be the exclusive remedies for a violation of the terms of this Agreement, but will be in addition to all other remedies available to the Parties as the case may be, at law or equity, provided, however, that no Party shall have responsibility or liability whatsoever under this Agreement for any and all liabilities, losses, damages, demands, fines, monetary judgments, penalties, costs and expenses caused by, resulting from, or arising out of or in connection with the release of Confidential Information to persons not authorized to receive it, except (i) as expressly provided for in this paragraph or (ii) where it is found that such release of Confidential Information resulted from the gross negligence or willful misconduct of such Party. In the event of litigation relating to this Agreement, if a court of competent jurisdiction determines, in a final, nonappealable order, that a Participant or any of its representatives has breached this Agreement, then, in addition to any equitable relief granted, the Participant shall be liable and pay to the affected Party(ies) the reasonable legal fees and disbursements incurred by the affected Party(ies) in connection with such litigation, including any appeal therefrom.

15. The existence of this Agreement shall not be used in any fashion against the Parties other than as set forth in this Agreement.
16. This Agreement constitutes the entire and complete agreement between the parties and any earlier agreements between or among any of the undersigned, whether written or oral, pursuant to which Confidential Information have been exchanged are merged into this Agreement.
17. This Agreement may be signed in counterparts, each of which shall be circulated to every other Party and shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
18. Whenever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibitions or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.
19. This Agreement shall be binding upon each Party's respective successors, legal representatives and permitted assigns. The rights and obligations of each Participant under this Agreement may not otherwise be assigned to any person or entity without the prior written consent of all other Participants, which consent shall not be unreasonably withheld. Subject to the foregoing, this Agreement shall be binding on the respective successors and assigns of the Parties hereto.
20. No amendment to this Agreement shall be effective unless in writing and signed by all existing Parties to this Agreement at the time the amendment is intended to go into effect.



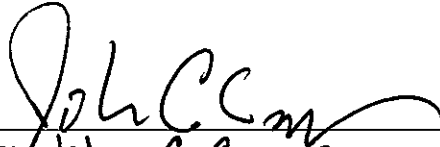
## **Confidentiality and Common Interest Agreement**

21. Additional parties may join this Agreement, by executing an Addendum hereto, provided there is unanimous, written consent, which consent shall not be unreasonably withheld, of all existing Participants to this Agreement at the time the new party or parties join.
22. Any notice required by this Agreement shall be made to a Party's representative designated below (or another representative if one is designated by the Party in writing). Notice shall be by hand delivery, overnight delivery, telecopy or electronic mail.
23. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

**Confidentiality and Common Interest Agreement**

American Electric Power Service Corporation on behalf of its transmission-owning affiliates in PJM

By:   
Name: John C. Crespo  
Title: Deputy General Counsel  
Date: OCT 01, 2011

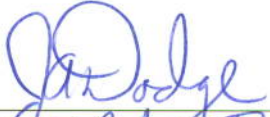
**Confidentiality and Common Interest Agreement**

Allegheny Electric Cooperative, Inc.

By: David J. Dulick  
Name: DAVID J. DULICK  
Title: GENERAL COUNSEL  
Date: 10/5/11

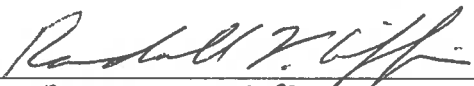
**Confidentiality and Common Interest Agreement**

Baltimore Gas and Electric Company

By:   
Name: J. Andrew Dodge, Sr.  
Title: VP-Transmission  
Date: 9/27/2011

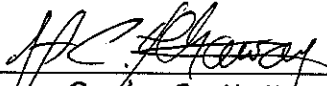
**Confidentiality and Common Interest Agreement**

The Dayton Power and Light Company

By:   
Name: Randall V. Griffin  
Title: Chief Regulatory Counsel  
Date: Oct. 5, 2011

**Confidentiality and Common Interest Agreement**

Virginia Electric and Power Company  
doing business as Dominion Virginia Power

By:   
Name: Scott C. Hathaway  
Title: Vice President  
Date: 9/22/2011

*DMC  
15/2/11*

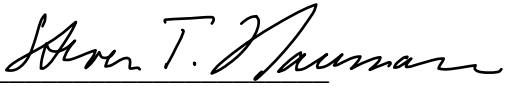
**Confidentiality and Common Interest Agreement**

Duquesne Light Company

By: Frederick J. Eichenmiller  
Name: Frederick J. Eichenmiller  
Title: Director External Affairs  
Date: September 28, 2001

## Confidentiality and Common Interest Agreement

Exelon Corporation on behalf of its subsidiaries  
PECO Energy Company, Commonwealth Edison  
Company and Commonwealth Edison Company of  
Indiana, Inc.

By: 

Name: Steven T. Naumann

Title: Vice President, Wholesale Market  
Development

Date: September 20, 2011



**Confidentiality and Common Interest Agreement**


FirstEnergy Service Company  
on behalf of its transmission-owning affiliates

Outside Counsel:  
Alston & Bird

By: Stanley F. Szwed  
Name: Stanley F. Szwed  
Title: Vice President, Compliance & Regulated  
Services  
Date: 9/20/11

**Confidentiality and Common Interest Agreement**

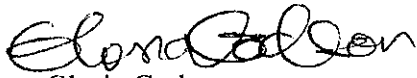
Old Dominion Electric Cooperative

By:   
Name: John McCaffrey  
Title: Attorney - Stinson Morrison Hecker LLP  
Date: 9-23-2011

**Confidentiality and Common Interest Agreement**

Pepco Holdings, Inc.  
on behalf of its transmission-owning affiliates


outside counsel:  
Brodus, Gentile & Marcoux

By:   
Name: Gloria Godson  
Title: VP, Federal & PJM Regulatory Policy  
Date: September 20, 2011

**Confidentiality and Common Interest Agreement**


PPL Electric Utilities Corporation

Donald A. Kaplan  
William M. Keyser  
K& L Gates LLP  
1601 K Street, NW  
Washington, DC 20006  
*Attorneys for PPL Electric Utilities Corporation*

By:   
Name: Paul E. Russell  
Title: Associate General Counsel  
Date: September 21, 2011

**Confidentiality and Common Interest Agreement**

Public Service Electric and Gas Company

By:   
Name: Vilna Waldron Gaston  
Title: Associate General Regulatory Counsel  
Date: September 13, 2011

**Confidentiality and Common Interest Agreement**

Rockland Electric Company

By: Margaret Comes  
Name: Margaret COMES  
Title: Senior Attorney  
Date: September 28, 2011

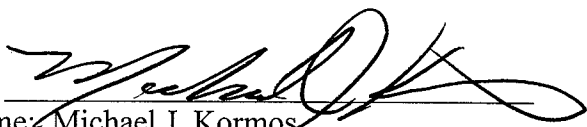
**Confidentiality and Common Interest Agreement**

UGI Utilities, Inc.

By:     RRS      
Name: Robert R Stoyko  
Title: Vice President Northern Region  
Date: 9/22/2011

**Confidentiality and Common Interest Agreement**

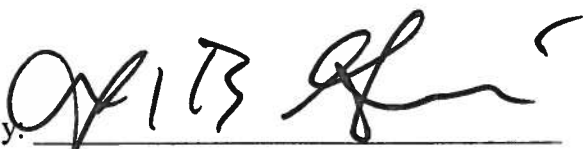
PJM Interconnection, L.L.C.

By:   
Name: Michael J. Kormos  
Title: Senior Vice President – Operations  
Date: October 7, 2011

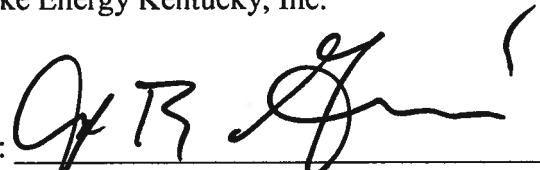


**Confidentiality and Common Interest Agreement**

Duke Energy Ohio, Inc.

By:   
Name: James B. Gainer  
Title: VP, Federal Regulatory Policy  
Date: December 7, 2011

Duke Energy Kentucky, Inc.

By:   
Name: James B. Gainer  
Title: VP, Federal Regulatory Policy  
Date: December 7, 2011

## **CONFIDENTIALITY AND COMMON INTEREST AGREEMENT**

This Confidentiality and Common Interest Agreement (“Agreement”) is made, entered into and effective as of January 24, 2017, by and among the undersigned companies (each individually, a “Participant,” and collectively, the “Participants”). To the extent that a Participant is represented by outside counsel, such Participant may act by and through its respective outside counsel, in which case its respective outside counsel shall be set forth opposite the applicable Participant's signature on this Agreement (individually and collectively, “Counsel,” and, together with the Participants, a “Party” and the “Parties”).

**WHEREAS**, the Participants are PJM Interconnection, L.L.C. (“PJM”) and certain PJM Transmission Owners whose voting rights under the PJM Consolidated Transmission Owners Agreement (“CTOA”) are not limited by Section 8.5.3 of the CTOA (“PJM TOs”);

**WHEREAS**, acting pursuant to the CTOA, the Administrative Committee of the Transmission Owners Agreement (“TOA-AC”) has established the Section 205 Working Group, of which each PJM TO is a member, and has approved the Charter for the Section 205 Working Group (Section 205 Working Group Charter”);

**WHEREAS**, pursuant to the Section 205 Working Group Charter, the Section 205 Working Group shall:

(1) review matters and issues referred by the TOA-AC that pertain to Section 205 of the Federal Power Act, Article 7 of the CTOA and/or subject to approval by the TOA-AC pursuant to Section 8.5.1(e) of the CTOA;

(2) make recommendations to the TOA-AC as may be deemed necessary or appropriate by the Section 205 Working Group;

(3) subject to authorization by the TOA-AC, prepare and submit to the Federal Energy Regulatory Commission (“FERC”) or in other adjudicative proceedings on behalf of the PJM TOs acting through the CTOA such filings and responsive pleadings as may be necessary and/or appropriate to carry out the purposes of Article 7 of the CTOA (“Section 205 Filings”);

(4) determine from time-to-time the extent to which its discussions and documents prepared by or on behalf of the Section 205 Working Group are subject to the confidentiality requirements of Section 9.15.2 of the CTOA and various non-disclosure agreements entered into from time to time by and among PJM and other parties to the CTOA, or this Agreement; and

(5) carry out such other functions or engage in such other discussions as necessary and appropriate under the Section 205 Working Group Charter or may be otherwise assigned to it by the TOA-AC (the foregoing items (1) through (5), collectively, the “Section 205 Working Group Matters”);

**WHEREAS**, from time to time, the Section 205 Working Group may request the assistance of PJM in the Section 205 Working Group Matters;

**WHEREAS**, communications between and among parties as part of settlement discussions are privileged and confidential under FERC precedent and Rule 602(e) of FERC’s Rules of Practice and Procedure;<sup>1</sup>

**WHEREAS**, there are pending and there may be pending before FERC proceedings in which one or more of the Participants take or may take positions adverse to other Participants (“Contested Matters”);

**WHEREAS**, the Participants desire (i) to establish terms and conditions relating to the exchange of information among them, and to third parties, with respect to the Section 205 Working Group Matters; and (ii) to recognize the formation of a common interest to assess, prepare for, respond to and participate in matters relating to the Section 205 Working Group Matters; and, if necessary, to defend against any claims raised in connection with rights and obligations of the PJM TOs acting pursuant to the CTOA, including without limitation, defending against any disclosure, inconsistent with the terms of this Agreement, of any Confidential Information, as such term is defined in Section 2;

**WHEREAS**, the Parties wish (i) to continue to pursue their separate but common interests, and to avoid any suggestion of waiver of the confidentiality or immunity of communications and documents protected by the attorney-client privilege, the attorney work-product doctrine or any other privilege or immunity vis-à-vis potentially adverse parties; and (ii) to engage in any discussions related to the Section 205 Working Group Matters without prejudice to their respective positions in the Contested Matters;

**WHEREAS**, it is the intention and understanding of the Parties that past and future communications among and between the Parties with respect to the Section 205 Working Group Matters were and are carried out in recognition of this common interest and are and shall remain confidential and are and shall continue to be protected from disclosure to any third party by any and all applicable privileges and immunities, except as set forth herein;

**WHEREAS**, in order effectively to pursue the Participants’ common interests with respect to the Section 205 Working Group Matters, the Parties have also each concluded that, from time to time, such interests will be best served by sharing Confidential Information; and

**WHEREAS**, it is the purpose of this Agreement to ensure that any exchange or disclosure of the Confidential Information contemplated herein does not diminish in any way the confidentiality of such Confidential Information and does not constitute a waiver of any privilege or immunity otherwise available;

**NOW, THEREFORE**, in consideration of the mutual representations, covenants and agreements herein set forth, including the foregoing paragraphs, which are part of this Agreement and not mere recitals, the Parties hereto, intending to be legally bound hereby, agree as follows:

1. By signing this Agreement, the Parties agree and confirm that they have established a common interest in maintaining the confidentiality of communications in connection with

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<sup>1</sup> 18 C.F.R. § 385.602 (e)

the Section 205 Working Group Matters to the greatest extent possible under FERC's Rules of Practice and Procedure and applicable law, and that a Party's obligations set forth herein shall survive for a period of three (3) years following the earlier of the date of a Party's withdrawal from this Agreement or the Agreement's termination in accordance with Section 13.

2. "Confidential Information" shall include any data or information, including written attorney advice, in hard copy form, or in the form of e-mails or other electronic data, including information posted on a password restricted internet web site, that (i) relates to the purposes stated in Section 3 below, (ii) is provided by a Party to any other Party and (iii) is marked as confidential or privileged in accordance with Section 8. "Confidential Information" shall also include any other communication from a Party ("Disclosing Party") to any other Party that has (i) been furnished for the purposes stated in Section 3 below and (ii) that either incorporates, contains, reflects or is directly derived from Confidential Information as defined above provided by any other Party. Confidential Information may also include oral communications provided for the purposes stated in Section 3 below, including attorney advice. Unless otherwise indicated by the Disclosing Party, all such oral communications furnished for the purpose stated in Section 3 below shall be presumed to be Confidential Information.
3. Except as otherwise set forth herein, the Parties may use Confidential Information for the purpose of carrying out the duties and responsibilities of the Section 205 Working Group with respect to the Section 205 Working Group Matters, including jointly preparing, filing, or litigating in support of the Section 205 Filings before FERC or in other adjudicative proceedings or for the purpose of discussing settlement of any proceeding FERC establishes with respect to the Section 205 Filings. Nothing contained herein obligates a Party to provide any Confidential Information to any other Party.
4. Each Party agrees that it will hold and treat all Confidential Information in confidence and that it will not disclose Confidential Information in any manner whatsoever, in whole or in part (subject to the remaining provisions of this Section 4, including disclosure to affiliates), and will not use such Confidential Information other than in accordance with Section 3, except as hereinafter provided, without the prior written consent of each Disclosing Party. The Parties further agree that any disclosure or exchange of Confidential Information that has occurred prior to the effective date of this Agreement, to the extent such information was clearly marked as Confidential or Protected and was of a nature that would be covered by this Agreement, was subject to an oral agreement that was consistent with the terms of this Agreement, or was treated as Confidential Information exchanged or disclosed under an earlier agreement prior to the effective date of this Agreement nevertheless shall be treated as though exchanged or disclosed pursuant to this Agreement and shall be subject to the terms of this Agreement. Each Party shall protect such Confidential Information from disclosure to others using the same degree of care used to protect its own confidential or proprietary information of like importance, but in any case using no less than a reasonable degree of care. A Party may disclose Confidential Information received hereunder only to its direct employees, agents, financial advisors, attorneys, directors or consultants and the employees, agents, financial advisors, attorneys, directors or consultants of its affiliates who have a need to know for the purposes stated in Section 3. Each Participant shall take all

necessary and appropriate measures to ensure that any person who is granted access to any Confidential Information is familiar with the terms of this Agreement, and complies with such terms as they relate to the duties of such person. Each Participant shall be responsible for any breach of this Agreement by any of its employees, agents, financial advisors, attorneys, consultants, directors or affiliates, and agrees, at its sole cost and expense, to take all commercially reasonable measures (including, without limitation, administrative or judicial proceedings) to prohibit its employees, agents, financial advisors, attorneys, consultants, directors or affiliates from disclosure or use of the Confidential Information in any manner not authorized by this Agreement. Notwithstanding the foregoing or any other provision of this Agreement, a Party shall not be deemed to have breached this Agreement as the result of the disclosure of Confidential Information provided to it by the Disclosing Party if (i) such Confidential Information was disclosed by the Disclosing Party in a manner that was inconsistent with the protections afforded Confidential Information under this Agreement, or (ii) such disclosure was without knowledge of the confidential nature of the information. The Parties agree that their obligations under this Section shall survive expiration or any earlier termination of this Agreement.

5. Nothing in this Agreement shall restrict any Party from using or disclosing Confidential Information which (i) is or becomes generally available to the public provided that such availability is not as a result of a violation of this Agreement or another confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, the Disclosing Party with respect to such information; (ii) was within the using or Disclosing Party's possession prior to it being furnished hereunder, provided that such information is not subject to another confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, any other Party with respect to such information; (iii) is rightfully obtained by a Party from third parties authorized to make such disclosure without restriction, whether or not shared under this Agreement, in any manner it chooses; or (iv) is lawfully obtained through discovery or other legal means, and not subject to a protective order. Nothing in this Agreement is intended to preclude any Party from (i) pursuing independently any subject matter, including subjects reflected in Confidential Information, or (ii) disclosing to a third party information which is developed or obtained independently of Confidential Information supplied to any Party and subject to this Agreement. Nothing in this Agreement precludes any Party from seeking, through discovery or other legal means, any materials or information that the Party would otherwise be entitled to pursue, provided that disclosure of Confidential Material pursuant to this agreement does not constitute a waiver of any privilege or immunity against disclosure that would otherwise exist.
6. Any communication containing legal advice or opinion concerning the Section 205 Working Group Matters or potential settlement of the Contested Matters, whether oral or in writing, shall be deemed Confidential Information and subject to the common interest privilege and any other applicable privilege.
7. All discussions or deliberations that take place in meetings of the Section 205 Working Group or any subgroup thereof, including any material prepared for said meetings, are deemed Confidential Information, unless the Section 205 Working Group determines that

such discussions, deliberations or material may be disclosed and to whom it may be disclosed.

8. To the extent feasible, each Party shall mark Confidential Information in written or electronic form provided to another Party with an identifying symbol and words to the effect: **“Privileged and Confidential, Subject to Common Interest Agreement.”** Any communication, documents or other material provided electronically by email or other means shall be considered Confidential Information if the email or other means used to provide such communication, documents or other material contains the aforesaid language or other indication that it is Confidential Information.
9. If another person or entity requests or demands, by subpoena or otherwise, any Confidential Information, the Party receiving the request or demand will immediately notify the Disclosing Party, and will also notify all other Parties. All reasonable steps will be taken by the Party or Parties receiving the request or demand to permit the assertion of all applicable rights and privileges by the Disclosing Party, and the Party receiving such request or demand will cooperate with the Disclosing Party in the timely assertion of such rights and privileges, including obtaining a protective order where appropriate. Each Party further agrees that if the Disclosing Party is not successful in precluding the requesting person or entity from requiring the disclosure of the Confidential Information, it will furnish only that portion of the Confidential Information which is legally required, and will exercise all reasonable efforts, at the expense of the Disclosing Party, to obtain a ruling or reliable assurances that confidential treatment will be afforded the Confidential Information. The Party that received the request shall also cooperate, insofar as is consistent with the Party’s own applicable privileges, in making the materials available to the requestor if the Party that provided the materials so directs.
10. If any inadvertent disclosure of Confidential Information occurs, the inadvertently disclosing Party shall promptly notify all other Parties of such disclosure and shall immediately take all steps necessary to obtain the return of such Confidential Information inadvertently disclosed and any other steps appropriate under the circumstances to preserve or restore all applicable privileges and protections. Such inadvertent disclosure of Confidential Information shall not be deemed a waiver of the confidentiality, attorney-client privilege, the work-product doctrine, or any other applicable privileges or protections, either as to the specific information or materials disclosed or as to any other information or materials relating thereto or on the same or related subject matter.
11. Each Party understands and acknowledges that a Disclosing Party, or its respective directors, officers, stockholders, partners, owners, employees, affiliates, financial advisors, attorneys, consultants, or agents make no representations or warranties, express or implied, as to the accuracy or completeness of the Confidential Information disclosed pursuant to this Agreement. Each Party agrees that no Disclosing Party, or its respective directors, officers, stockholders, partners, owners, employees, affiliates, financial advisors, attorneys, consultants or agents shall have any liability to any other Party, or to any other Party’s employees, agents, financial advisors, attorneys or consultants, or to any third parties, relating to or resulting from the disclosure, or use of the Confidential Information, or for any errors therein, omissions therefrom, or reliance thereon. The Parties agree to the

reasonableness of the foregoing and agree that this Section shall survive expiration or any earlier termination of this Agreement.

12. Upon the termination of this Agreement, any and all Confidential Information received pursuant to this Agreement, including all copies thereof, shall, at the Disclosing Party's option, within thirty (30) calendar days, be either destroyed by the Party possessing the Confidential Information or returned by such Party to the Party that provided it. If any Counsel ceases representation of a Participant in connection with this Agreement, or if any Party withdraws from this Agreement, such Counsel ceasing representation or Party withdrawing from the Agreement shall, at the providing Party's option, within thirty (30) calendar days, destroy or return all Confidential Information received hereunder, including all copies thereof and any documents (regardless of the form thereof) that incorporate, contain, reflect or are directly derived from the information contained in such materials. In addition, at the withdrawing Party's option, all other Parties shall, within thirty (30) calendar days, destroy or return all Confidential Information provided by the withdrawing Party hereunder, including all copies thereof and any documents (regardless of the form thereof) that incorporate, contain, reflect or are directly derived from the information contained in such materials. Each Party, upon request by the Disclosing Party, shall certify in writing its compliance with this Section. The remaining Parties to the Agreement shall not use Confidential Information received from the withdrawing Party in a manner adverse to the withdrawing Party. The withdrawing Party shall not use Confidential Information received from the remaining Parties to the Agreement in a manner adverse to the remaining Parties to the Agreement. Notwithstanding the return or destruction of Confidential Information, each Party shall continue to be bound by its obligations of confidentiality as to such information.
13. This Agreement shall be effective as of the date set forth above and shall remain in full force and effect until the earlier of (1) the termination or revocation of the Section 205 Working Group Charter or (2) termination of this Agreement in writing signed by all existing Participants.
14. Nothing contained herein shall be deemed to create an attorney-client relationship between any Counsel and anyone other than the Participant who is the client of that Counsel, as listed below, and the fact that any Counsel has entered into this Agreement shall not in any way preclude the Counsel from representing any interest that may be construed to be adverse to any other Party to this Agreement, during the term hereof or after expiration or any earlier termination of the Agreement, or be used as a basis for seeking to disqualify any Counsel from representing any other Participant in the above identified discussions, negotiations or proceedings regarding the Section 205 Filings or any other present or future negotiations or proceeding, and no Counsel shall be disqualified from examining or cross-examining any witness who testifies at any proceeding, whether under a grant of immunity or otherwise, because of such Counsel's participation in this Agreement. Confidential Information provided by a Disclosing Party will not be introduced or otherwise disclosed by the other Parties in a future litigation or proceeding or in connection with direct or cross-examination or otherwise, unless introduced by the Disclosing Party during the litigation or proceeding, or unless independently obtained or developed by one or more of the other Parties. Nothing in this Agreement waives or limits the right of any Party hereto to assert any present

or future claim for relief, or any cause of action, against any other Party hereto, now or in the future. Each Counsel represents that he or she has specifically advised his or her Participant-client of this clause. The provisions of this Section 14 shall continue to apply notwithstanding that a Counsel is retained by the Section 205 Working Group pursuant to the Section 205 Working Group Charter.

15. If the interests of the Parties become adverse with respect to any Section 205 Working Group Matter, the terms of this Agreement shall continue to apply to all Confidential Information. A Party's interest shall be deemed to be adverse to the interests of the PJM TOs if that Party takes a position or intends to take a position in either a filed FERC proceeding or a PJM taskforce, working group or committee under the PJM Operating Agreement that opposes or is inconsistent with the position taken by the PJM TOs with respect to a Section 205 Working Group Matter as determined, in good faith, by the Section 205 Working Group. A Party may also determine, in good faith, that its interests with respect to a Section 205 Working Group Matter are adverse to the interests of the PJM TOs as determined by Section 205 Working Group. A Party's participation in and advocacy for its position at meetings of the Section 205 Working Group, the TOA-AC or any other taskforce, working group or committee under the CTOA, including any vote it casts, shall not be a basis for determining that a Party's interests are adverse within the meaning of this Section 15. In the event that a Party is determined to be adverse with respect to a Section 205 Working Group Matter, it shall be excluded from any further participation in the Section 205 Working Group consideration of that Section 205 Working Group Matter until such time as the excluded Party's interests are no longer adverse as determined in good faith by the Section 205 Working Group. A Party may request a determination by the Section 205 Working Group that its interests are no longer adverse with respect to a Section 205 Working Group Matter by submitting a letter from its Counsel or other authorized person advising the Chairman of the Section 205 Working Group that it has abandoned its position and has adopted the position of the Section 205 Working Group. It is the intention of the Parties that any exclusion pursuant to this Section 15 is limited to the specific Section 205 Working Group Matter with respect to which the excluded Party's interests are adverse and does not extend to any other Section 205 Working Group Matter. The exclusion of a Party pursuant to this Section 15 shall not relieve any Party, including the excluded Party, of its obligation to hold and treat all Confidential Information in confidence and not to disclose Confidential Information in any manner whatsoever, in whole or in part (subject to the provisions of Section 4, including disclosure to affiliates), and not to use such Confidential Information without the prior written consent of each Disclosing Party.
16. Each Party recognizes and acknowledges the confidential nature of the Confidential Information and that harm may result to a Disclosing Party if information contained therein or derived therefrom is disclosed to any third party except as herein provided or is used other than in accordance with Section 3. It is further understood and agreed that a Disclosing Party shall be entitled to seek equitable relief, including injunction and specific performance, as a remedy for any breach or threatened breach of this Agreement by a Party, or any of its employees, agents, financial advisors, attorneys or consultants. These remedies will not be deemed to be the exclusive remedies for a violation of the terms of this Agreement, but will be in addition to all other remedies available to the Parties as the case may be, at law or equity, provided, however, that no Party shall have responsibility or



liability whatsoever under this Agreement for any and all liabilities, losses, damages, demands, fines, monetary judgments, penalties, costs and expenses caused by, resulting from, arising out of or in connection with the release of Confidential Information to persons not authorized to receive it, except (i) as expressly provided for in this Section or (ii) where it is found that such release of Confidential Information resulted from the gross negligence or willful misconduct of such Party. In the event of litigation relating to this Agreement, if a court of competent jurisdiction determines, in a final, nonappealable order, that a Participant or any of its representatives has breached this Agreement, then, in addition to any equitable relief granted, the Participant shall be liable and pay to the affected Party(ies) the reasonable legal fees and disbursements incurred by the affected Party(ies) in connection with such litigation, including any appeal therefrom.

17. Any waiver in any particular instance of the rights and limitations contained herein shall not be deemed to be, or treated as, a general waiver of any rights or limitations contained herein or as a waiver in any other instance.
18. The existence of this Agreement shall not be used in any fashion against the Parties other than as set forth in this Agreement or in a proceeding to enforce the terms of this Agreement.
19. This Agreement constitutes the entire and complete agreement between the parties and any earlier agreements between or among any of the undersigned, whether written or oral, pursuant to which Confidential Information has been exchanged are merged into this Agreement.
20. This Agreement may be signed in counterparts, each of which shall be circulated to every other Party and shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
21. Whenever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibitions or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.
22. This Agreement shall be binding upon each Party's respective successors, legal representatives and permitted assigns. The rights and obligations of each Participant under this Agreement may not otherwise be assigned to any person or entity without the prior written consent of all other Participants, which consent shall not be unreasonably withheld. Subject to the foregoing, this Agreement shall be binding on the respective successors and assigns of the Parties hereto.
23. No amendment to this Agreement shall be effective unless in writing and signed by all existing Parties to this Agreement at the time the amendment is intended to go into effect.
24. Any transmission owner in PJM whose voting rights under the CTOA are not limited by Section 8.5.3 of the CTOA and thus eligible to participate in the Section 205 Working Group and their respective Counsel may join this Agreement, by executing an Addendum hereto. However, no party eligible to participate in the Section 205 Working Group may

do so until it has joined this Agreement. A Participant using Counsel may retain new Counsel or discontinue using any Counsel on any Working Group Matter by notifying all other Parties to the Agreement. For purposes of this Section 24, Counsel shall refer to a law firm and not to individual attorneys that are members of or employed by such law firm. Any Participant that is no longer eligible to participate in the Section 205 Working Group and their respective Counsel must withdraw from this Agreement, but will continue to be bound by the obligations imposed on withdrawing Parties, including obligations imposed on Parties in the event of termination of this Agreement.

25. Any notice required by this Agreement shall be made to a Party's representative designated below (or another representative if one is designated by the Party in writing). Notice shall be by hand delivery, overnight delivery, telecopy or electronic mail.
26. Any and all disputes concerning the validity, construction, interpretation, and effect of this Agreement shall be resolved under the laws of the State of New York.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

**Confidentiality and Common Interest Agreement**

Allegheny Electric Cooperative, Inc.  
By: David J. Dulick  
Name: David J. Dulick  
Title: General Counsel  
Date: December 20, 2016


By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Date: \_\_\_\_\_

*Counsel to Allegheny Electric Cooperative, Inc.*

**Confidentiality and Common Interest Agreement**

American Electric Power Service Corporation, on behalf of its affiliate companies: Appalachian Power Company, Indiana Michigan Power Company, Kentucky Power Company, Kingsport Power Company, Ohio Power Company, Wheeling Power Company, AEP Indiana Michigan Transmission Company, AEP Kentucky Transmission Company, AEP Ohio Transmission Company, and AEP West Virginia Transmission Company

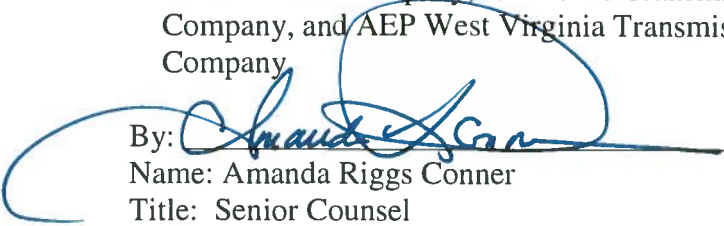
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Date: \_\_\_\_\_

By:   
Name: DANIEL J. ROGICK  
Title: VP, TRANSMISSION ASSET STRATEGY & POLICY  
Date: 1/5/2017

*Counsel to American Electric Power Service Corporation*

**Confidentiality and Common Interest Agreement**

American Electric Power Service Corporation, on behalf of its affiliate companies: Appalachian Power Company, Indiana Michigan Power Company, Kentucky Power Company, Kingsport Power Company, Ohio Power Company, Wheeling Power Company, AEP Indiana Michigan Transmission Company, AEP Kentucky Transmission Company, AEP Ohio Transmission Company, and AEP West Virginia Transmission Company

By:   
Name: Amanda Riggs Conner  
Title: Senior Counsel  
Date: August 9, 2018

*Counsel to American Electric Power Service Corporation*

**Confidentiality and Common Interest Agreement**

City of Rochelle

By: Richard A. Heinenman  
Name: Richard A. Heinenman  
Address: Boardman + Clark LLP  
1 South Pinckney St  
Madison, WI 53703  
Date: December 30, 2016

By: [Signature]  
Name: Jason Bird  
Title: Superintendent of Electric OP  
Date: 1/23/17

*Counsel to City of Rochelle*

## Confidentiality and Common Interest Agreement

The Dayton Power and Light Company

By: *Randall V. Griffin*  
Name: Randall V. Griffin  
Address: 1065 Woodman Drive  
Dayton, Ohio 45432

By: *Hertzel Shamash*  
Name: Hertzel Shamash  
Title: VP, Resource Planning  
Date: 1-3-2017

Date: Jan. 5, 2017

*Counsel to The Dayton Power and Light  
Company*

**Confidentiality and Common Interest Agreement**

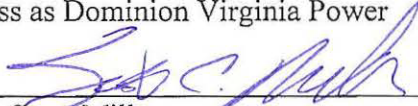
By: 

Name: Christopher R. Jones  
Address: Troutman Sanders, LLP  
401 9<sup>th</sup> Street, NW, Suite 1000  
Washington, DC 20004

Date: 1/4/17

*Counsel to Virginia Electric and Power  
Company*

Virginia Electric and Power Company doing  
business as Dominion Virginia Power

By: 

Name: Scott Miller  
Title: Vice President Transmission

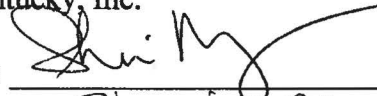
Date: 1/6/2017



**Confidentiality and Common Interest Agreement**

Duke Energy Business Services, LLC on behalf of  
Duke Energy Ohio, Inc. and Duke Energy  
Kentucky, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Date: \_\_\_\_\_

By:   
Name: Sheri May  
Title: Associate General Counsel  
Date: 12/9/16

*Counsel to Duke Energy Ohio, Inc. and Duke  
Energy Kentucky, Inc.*

**Confidentiality and Common Interest Agreement**

Duquesne Light Company


By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Date: \_\_\_\_\_

By: David T. Fastfs  
Name: David T. Fastfs  
Title: Vice President & General Counsel  
Date: January 10, 2017  
DN

*Counsel to Duquesne Light Company*


**Confidentiality and Common Interest Agreement**

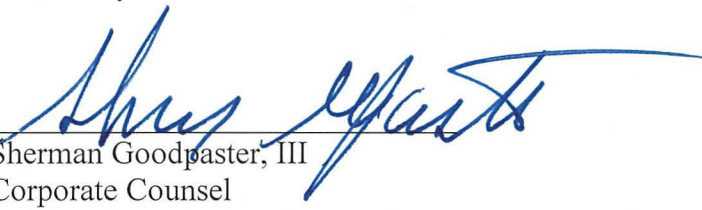
*East Kentucky Power Cooperative, Inc.*

By:   
Name: Daniel E. Frank  
Address: Sutherland Asbill & Brennan, LLP  
700 Sixth Street, NW – Suite 700  
Washington, DC 20001-3980  
Date: 1/17/17

By:   
Name: Don Mosier  
Title: EVP & COO  
Date: 1/9/17

*Counsel to East Kentucky Power Cooperative, Inc.*

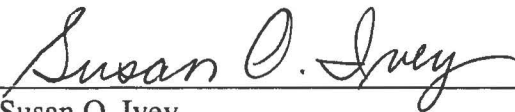
By:   
Name: David A. Smart  
Title: General Counsel  
Address: East Kentucky Power Cooperative  
4775 Lexington Road  
Winchester, KY 40391  
Date: 1.9.17

By:   
Name: Sherman Goodpaster, III  
Title: Corporate Counsel  
Address: East Kentucky Power Cooperative  
4775 Lexington Road  
Winchester, KY 40391  
Date: 1.9.17

**Confidentiality and Common Interest Agreement**

Exelon Corporation, on behalf of its affiliates  
Commonwealth Edison Company, Commonwealth  
Edison Company of Indiana, Inc., PECO Energy  
Company, Baltimore Gas and Electric Company,  
Potomac Electric Power Company, Atlantic City  
Electric Company, and Delmarva Power & Light  
Company

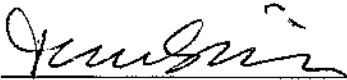
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Date: \_\_\_\_\_

By:   
Name: Susan O. Ivey  
Title: Sr. VP, Transmission Strategy & Compliance  
Date: December 6, 2016

*Counsel to Exelon Corporation*

**Confidentiality and Common Interest Agreement**

Exelon Corporation, on behalf of its affiliates  
Commonwealth Edison Company,  
Commonwealth Edison of Indiana, Inc., PECO  
Energy Company, Baltimore Gas and Electric  
Company, Potomac Electric Power Company,  
Atlantic City Electric Company, and Delmarva  
Power & Light Company

By:   
Name: Thomas S. O'Neill  
Address: 10 S. Dearborn St  
Suite 540  
Chicago IL 60603  
Date: 7-11-18


By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

*Counsel to Exelon Corporation*

**Confidentiality and Common Interest Agreement**

FirstEnergy Service Company, on behalf of its  
transmission-owning affiliates

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Date: \_\_\_\_\_

By:   
Name: James R. Haney  
Title: VP, Compliance & Regulated Services  
Date: January 3, 2017

*Counsel to FirstEnergy Service Company*

**Confidentiality and Common Interest Agreement**

FirstEnergy Service Company, on behalf of its  
transmission-owning affiliates

By: *Kim Guffe*  
Name: *Kenneth Jaffe Alston & Bird LLP*  
Address: *950 F Street NW*  
*Washington DC 20004*

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

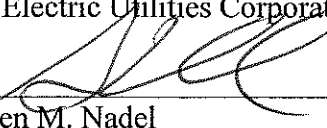
Date: *January 24, 2017*

*Counsel to FirstEnergy Service Company*

**Confidentiality and Common Interest Agreement**

PPL Electric Utilities Corporation


By: \_\_\_\_\_  
Donald A. Kaplan  
K&L Gates LLP  
1601 K Street NW  
Washington, DC 20006  
Date: \_\_\_\_\_

By:  \_\_\_\_\_  
Steven M. Nadel  
Counsel  
Date: 12/15/16 \_\_\_\_\_

*Counsel to PPL Electric Utilities Corporation*



**Confidentiality and Common Interest Agreement**

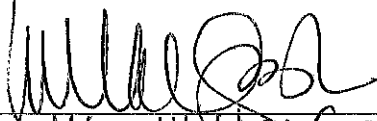
By:   
Donald A. Kaplan  
K&L Gates LLP  
1601 K Street NW  
Washington, DC 20006  
Date: 1/23/2017

PPL Electric Utilities Corporation

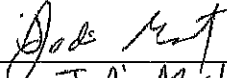
By: \_\_\_\_\_  
Steven M. Nadel  
Counsel  
Date: \_\_\_\_\_

*Counsel to PPL Electric Utilities Corporation*

**Confidentiality and Common Interest Agreement**

By:   
Name: Viana Watforda Costin  
Address: PSEG Services Corp  
80 Park Plz  
Newark NJ 07102  
Date: 12/12/16

Public Service Electric and Gas Company

By:   
Name: Jodi Moskowitz  
Title: Senior Director - Trans Development & Strategy  
Date: 12/8/16

*Counsel to Public Service Electric and Gas Company*

**Confidentiality and Common Interest Agreement**

Rockland Electric Company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Date: \_\_\_\_\_

By: FW Beverly  
Name: FRANCIS W. BEVERLY  
Title: VICE PRESIDENT, OPERATIONS  
Date: JAN. 12, 2017

*Counsel to Rockland Electric Company*

**Confidentiality and Common Interest Agreement**

Rockland Electric Company


By: Mari Com  
Name: MARGARET COMES  
Address: Rockland Elm Co.  
4 Irving Place Room 1815-S  
NY NY 10003  
Date: July 16, 2018


By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

*Counsel to Rockland Electric Company*

**Confidentiality and Common Interest Agreement**

UGI Utilities, Inc.


By:   
Name: Mark C. Morrow  
Address:  
UGI Corporation  
460 North Gulph Road  
King of Prussia, PA 19406

By:   
Name: Eric W. Sorber  
Title: Director Engineering & Operations  
Date: 1/3/17

Date: 01-03-17


*Counsel to UGI Utilities, Inc.*

**Confidentiality and Common Interest Agreement**

By:   
Name: Pauline Foley,  
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Date: 1/6/2017

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PJM Interconnection, L.L.C.  
By:   
Name: Steven R. Herling  
Title: Vice President, Planning  
Date: 1/6/2017

**Confidentiality and Common Interest Agreement**

Southern Maryland Electric Cooperative, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Date: \_\_\_\_\_

By: Mark A. MacDougall  
Name: Mark A. MacDougall  
Title: Sr. Vice President, External Affairs & General Counsel  
Date: 10/08/2018

*Counsel to Southern Maryland Electric  
Cooperative, Inc.*