

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement dated as of the 17th day of January, 2006 by and among PJM Interconnection, L.L.C. ("PJM") and each of the Undersigned Transmission Owners (hereinafter PJM and the Undersigned Transmission Owners are collectively referred to as "Parties" and individually as a "Party").

RECITALS

1. The Undersigned Transmission Owners, through the action of the Administrative Committee established under the Consolidated Transmission Owners Agreement dated December 15, 2005, have established, and may from time to time establish various working groups and committees comprised of representatives of PJM and the Undersigned Transmission Owners;
2. In the course of performing the tasks assigned by the Administrative Committee to such working groups or committees, or in the course of performing Administrative Committee functions, the Parties may from time to time disclose and discuss Confidential Information pursuant to Section 9.15.2 of the Consolidated Transmission Owners Agreement dated December 15, 2005; and
3. In accordance with Section 9.15.2 of the Consolidated Transmission Owners Agreement dated December 15, 2005, the Parties desire to enter into this Agreement to protect from disclosure to third parties the Confidential Information that will be disclosed and discussed.

AGREEMENT

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

1. Definitions. As used in this Agreement, the following terms shall have the meanings ascribed to them below:
 - a. "Agreement" means this Non-Disclosure Agreement, as it may be amended, modified or otherwise supplemented, as in effect from time to time.
 - b. "Authority" means a federal, state or local court or federal or state administrative agency of competent jurisdiction.
 - c. "Competitive Duties" means (i) the marketing or sale of electric power at wholesale, (ii) the purchase or sale of electric power at wholesale, (iii) the direct supervision of any employee with such responsibilities, or (iv) the

provision of electricity marketing consulting services to persons or entities engaged in items (i), (ii) or (iii) above.

- d. "Disclosing Party" means the Party furnishing the other Parties with Confidential Information.
- e. "Committee" means the Administrative Committee established pursuant to the Consolidated Transmission Owners Agreement, and the working groups, committees, sub-committees and other bodies established by the Administrative Committee.
- f. "Confidential Information" means all information designated as confidential that is furnished to a Party or the Reviewing Representative by the Disclosing Party. Confidential Information includes Notes of Confidential Information.
- g. "FERC" means the Federal Energy Regulatory Commission, or any successor federal agency or commission.
- h. "Law" means any applicable constitutional provision, statute, act, code, law, regulation, rule, ordinance, order, decree, ruling, proclamation, resolution, judgment, decision, declaration, or interpretive or advisory opinion of an Authority.
- i. "Non-Disclosure Certificate" means the certificate annexed hereto by which Reviewing Representatives seeking access to Confidential Information shall certify their understanding that such access to Confidential Information is provided pursuant to the terms and conditions of this Agreement, that he or she is not currently engaged in Competitive Duties, and that he or she has read this Agreement and agrees to be bound by it.
- j. "Notes of Confidential Information" means memoranda, handwritten notes, or other form of information (including electronic form) which copies or discloses Confidential Information.
- k. "PJM" means PJM Interconnection, L.L.C.
- l. "Reviewing Representatives" means a person who has signed a Non-Disclosure Certificate and who is a principal, partner, officer, director, employee, agent, and other representative, expert and advisor, including, without limitation, attorney, independent accountant, consultant, and financial advisor of a Party. A Reviewing Representative may include a person whose duties include Competitive Duties so long as such Reviewing Representative's receipt and use of Confidential Information is

not prohibited conduct under FERC's rules, including its Standards of Conduct.

- m. "Standards of Conduct" means the standards as set forth in 18 C.F.R. Part 358 as amended or superseded from time to time.
- n. "Transmission Owner" shall have the meaning defined in the Consolidated Transmission Owners Agreement.
- o. "Undersigned Transmission Owners" means the Transmission Owners who are signatories to this Agreement.

2. Disclosure of Confidential Information. The Parties may disclose and discuss Confidential Information in the course of the various Committees. The disclosure of the Confidential Information is subject to the terms and conditions stated herein. Each Party acknowledges the importance to the other Parties of preserving the confidentiality of the Confidential Information and that a Disclosing Party is relying on the agreements set forth in this Agreement in furnishing Confidential Information to a Party. Each Party shall safeguard the Confidential Information at least to the same extent that it would its own confidential information. Nothing herein shall be interpreted to limit the ability of the Parties to disclose or discuss Confidential Information by and among the Parties.

3. Reviewing Representative. A Reviewing Representative shall not have access to any Confidential Information unless that Reviewing Representative needs to know the information in order to carry out that person's responsibilities and has executed the attached Non-Disclosure Certificate. The Reviewing Representative shall deliver a copy of his or her executed Non-Disclosure Certificate to PJM. A Reviewing Representative shall not use the information contained in Confidential Information to give any Party or a competitor of any Party a competitive or commercial advantage. A Reviewing Representative may make copies or Notes of Confidential Information that shall be subject to this Agreement. In the event a Reviewing Representative ceases to be employed or engaged by a Party, or is employed, retained, or given duties that include Competitive Duties, (i) the Reviewing Representative shall continue to comply with the terms and conditions of this Agreement with respect to the Confidential Information to which such person previously had access, (ii) the Party shall terminate the Reviewing Representative's access to Confidential Information, and (iii) the Party shall cause the Reviewing Representative to return or dispose of the Confidential Information, or transfer the information to another Reviewing Representative of the Party. Each Party shall advise the Reviewing Representatives that Confidential Information is confidential and shall be treated as confidential in accordance with this Agreement.

4. List of Reviewing Representatives. PJM shall receive and maintain copies of all Non-Disclosure Certificates executed by the Parties' Reviewing Representatives, and shall maintain a list of the Reviewing Representatives.

5. Non-Disclosure to Third Parties. Parties shall not disclose Confidential Information to a third party without the prior written approval of the Disclosing Party. Each

Party shall treat all Confidential Information in every form as confidential, and shall not reveal, divulge or disclose Confidential Information, at any time or for any reason, to any third person or entity. This provision shall survive the expiration, termination or cancellation of this Agreement in accordance with Section 9.

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

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

8. Confidential Information. Confidential Information that is in writing or other tangible form (including electronic form) shall be subject to this Agreement only if it is clearly

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

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

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

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

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

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

14. Miscellaneous.

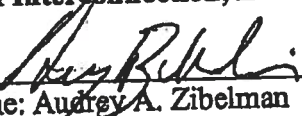
- a. Binding Effect. The obligations of the Parties shall be binding on and inure to the benefit of their respective heirs, successors, assigns, and affiliates.
- b. Integration. This Agreement constitutes the Parties' entire agreement concerning the subject matter hereof and may be amended or modified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

a merger, consolidation, reorganization, sale, spinoff, or foreclosure, as a result of which substantially all such transmission business is acquired by such a successor, and such successor becomes a Party to this Agreement. The rights and obligations of the Parties will inure to the benefit of, will be binding upon, and will be enforceable by the Parties and their lawful successors and permitted assigns.

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

IN WITNESS WHEREOF, the Parties execute this Agreement to be effective as of the date first written above.

PJM Interconnection, L.L.C.

By 
Name: Audrey A. Zibelman
Title: Executive Vice President and COO
Address: 955 Jefferson Avenue
City/State/Zip: Norristown, PA 19403
Email: zibela@pjm.com
Date signed: _____

IN WITNESS WHEREOF, the Parties execute this Agreement to be effective as of the date first written above.

**Monongahela Power Company,
The Potomac Edison Company and
West Penn Power Company,
all doing business as Allegheny Power**

By James R. Haney
Name: James R. Haney
Title: Vice President
Address: Allegheny Power, 800 Cabin Hill Drive
City/State/Zip: Greensburg, PA 15601
Email: jhaney@alleghenyenergy.com
FAX: 724-830-5745
Date signed: 12-21-05

IN WITNESS WHEREOF, the Parties execute this Agreement to be effective as of the date first written above.

American Electric Power Service Corporation on behalf of Appalachian Power Company, Columbus Southern Power Company, Indiana Michigan Power Company, Kentucky Power Company, Kingsport Power Company, Ohio Power Company and Wheeling Power Company

By _____


Name: Kevin F. Duffy

Title: Assistant General Counsel

Address: 1 Riverside Plaza

City/State/Zip: Columbus, OH 43215


Email: kfduffy@aep.com

FAX: (614) 716-2950

Date signed: January 18, 2006

IN WITNESS WHEREOF, the Parties execute this Agreement to be effective as of the date first written above.

Baltimore Gas and Electric Company

By 
Name: RALPH H. BOURQUIN SR
Title: TRANSMISSION - MANAGER
Address: 7309 WINDSOR MILL RD
City/State/Zip: BALTIMORE MD 21244
Email: RALPH.BOURQUIN@BGE.COM
FAX: 410-597-6303
Date signed: January 17, 2006

IN WITNESS WHEREOF, the Parties execute this Agreement to be effective as of the date first written above.

Exelon Corporation on behalf of its subsidiaries Commonwealth Edison Company and Commonwealth Edison Company of Indiana

By Susan O. Ivey
Name: Susan O. Ivey
Title: Vice President
Address: Transmission Operations & Planning
City/State/Zip: _____
Email: _____
FAX: _____
Date signed: 1/9/06

IN WITNESS WHEREOF, the Parties execute this Agreement to be effective as of the date first written above.

The Dayton Power and Light Company

By Edward N. Rizer

Name: Edward N. Rizer

Title: Associate Counsel

Address: 1065 Woodman Drive

City/State/Zip: Dayton, Ohio 45432

Email: Edward.Rizer@DPLinc.com

FAX: (937)259-7178

Date signed: 12/22/05

IN WITNESS WHEREOF, the Parties execute this Agreement to be effective as of the date first written above.

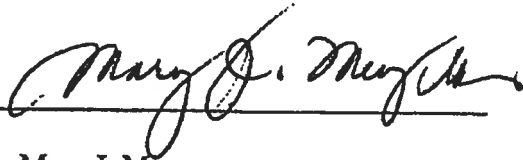
Jersey Central Power & Light Company

By Stanley F. Szwed
Name: STANLEY F. SZWED
Title: VICE PRESIDENT, FIRSTENERGY SERVICE CO.
Address: 76 S. MAIN STREET
City/State/Zip: AKRON, OHIO 44308
Email: sfszwed@firstenergycorp.com
FAX: (330) 384-4988
Date signed: 12/22/05

IN WITNESS WHEREOF, the Parties execute this Agreement to be effective as of the date first written above.

Potomac Electric Power Company

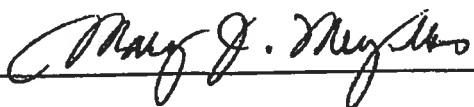
By

A handwritten signature in cursive script, appearing to read "Mary J. Meyers", is written over a horizontal line.

Name: Mary J. Meyers
Title: Manager, FERC Rates and Regulation
Address: 701 Ninth Street, NW
City/State/Zip: Washington, DC 20068
Email: mjmeyers@pepco.com
Phone: 202-872-2652
FAX: 202-331-6185
Date signed: January 10, 2006

IN WITNESS WHEREOF, the Parties execute this Agreement to be effective as of the date first written above.

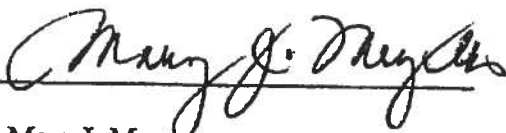
Delmarva Power & Light Company

By 

Name: Mary J. Meyers
Title: Manager, FERC Rates and Regulation
Address: 701 Ninth Street, NW
City/State/Zip: Washington, DC 20068
Email: mjmeayers@pepco.com
Phone: 202-872-2652
FAX: 202-331-6185
Date signed: January 10, 2006

IN WITNESS WHEREOF, the Parties execute this Agreement to be effective as of the date first written above.

Atlantic City Electric Company

By 

Name: Mary J. Meyers
Title: Manager, FERC Rates and Regulation
Address: 701 Ninth Street, NW
City/State/Zip: Washington, DC 20068
Email: mjmeyers@pepco.com
Phone: 202-872-2652
FAX: 202-331-6185
Date signed: January 10, 2006

IN WITNESS WHEREOF, the Parties execute this Agreement to be effective as of the date first written above.


PPL Electric Utilities Corporation

By *John F. Sipics*
Name: John F. Sipics
Title: President-PPL Electric Utilities Corporation
Address: Two North Ninth Street
City/State/Zip: Allentown, PA 18101
Email: jfsipics@pplweb.com
FAX: 610.774-2811
Date signed: January 17, 2006



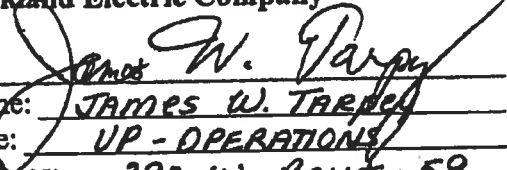
IN WITNESS WHEREOF, the Parties execute this Agreement to be effective as of the date first written above.

Public Service Electric and Gas Company

By 
Name: Ralph L. Laska
Title: VP - Electric Delivery
Address: 80 Park Plaza
City/State/Zip: Newark NJ 07102
Email: Ralph.Laska@PSE&G.com
FAX: 973 621-2852
Date signed: 1/10/06

IN WITNESS WHEREOF, the Parties execute this Agreement to be effective as of the date first written above.

Rockland Electric Company

By 
Name: JAMES W. TARPEY
Title: UP - OPERATIONS
Address: 390 W. ROUTE 59
City/State/Zip: SPRING VALLEY, NY 10977
Email: tarpey.j@oru.com
FAX: 845-577-3074
Date signed: 1-10-06

IN WITNESS WHEREOF, the Parties execute this Agreement to be effective as of the date first written above.

UGI Utilities, Inc.

By Richard E. Gill

Name: Richard E. Gill

Title: Assistant Secretary for Electric Transmission

Address: 400 Stewart Road

City/State/Zip: Wilkes-Barre, PA 18706

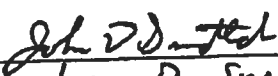
Email: rgill@ugi.com

FAX: (570) 830-1190

Date signed: December 21, 2005

IN WITNESS WHEREOF, the Parties execute this Agreement to be effective as of the date first written above.

Virginia Electric and Power Company

By 
Name: JOHN D. SMALAK
Title: MANAGING DIRECTOR
Address: 120 TREDEGAR ST
City/State/Zip: RICHMOND, VA 23219
Email: JOHN-SMALAK@DOR.COM
FAX: (804) 819-2243
Date signed: 1/20/06

IN WITNESS WHEREOF, the Parties execute this Agreement to be effective as of the date first written above.

Metropolitan Edison Company

By Stanley F. Sewed
Name: STANLEY F. SEWED
Title: VICE PRESIDENT, FIRSTENERGY SERVICE CO
Address: 76 S. MAIN STREET
City/State/Zip: AKRON, OHIO 44308
Email: sfsweed@firstenergycorp.com
FAX: 330-384-4988
Date signed: 12/22/05

IN WITNESS WHEREOF, the Parties execute this Agreement to be effective as of the date first written above.

Pennsylvania Electric Company

By Stanley F. Szwed
Name: STANLEY F. SZWED
Title: VICE PRESIDENT, FIRSTENERGY SERVICE Co.
Address: 76 S. MAIN ST.
City/State/Zip: AKRON, OHIO 44308
Email: SFSzwed@firstenergycorp.com
FAX: (330) 384-4988
Date signed: 12/22/05

IN WITNESS WHEREOF, the Parties execute this Agreement to be effective as of the date first written above.

Exelon Corporation on behalf of PECO Energy Company

By *Susan O. Ivey*
Name: Susan O. Ivey
Title: Vice President
Address: Transmission Operations & Planning
City/State/Zip: _____
Email: _____
FAX: _____
Date signed: 1/9/06


IN WITNESS WHEREOF, the Parties execute this Agreement to be effective as of the date first written above.

CED Rock Springs, LLC

By _____
Name: _____
Title: _____
Address: _____
City/State/Zip: _____
Email: _____
FAX: _____
Date signed: _____

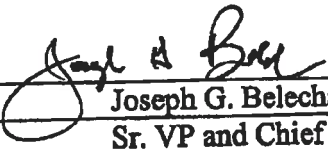
IN WITNESS WHEREOF, the Parties execute this Agreement to be effective as of the date first written above.

Old Dominion Electric Cooperative

By 
Name: John C. Lee, Jr.
Title: Vice President - Member and External Relations
Address: 4201 Dominion Boulevard
City/State/Zip: Glen Allen, VA 23060
Email: jlee@odec.com
FAX: (804) 747-3742
Date signed: January 13, 2006

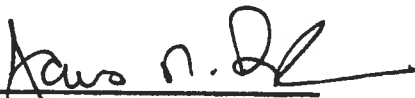
IN WITNESS WHEREOF, the Parties execute this Agreement to be effective as of the date first written above.

Duquesne Light Company

By 
Name: Joseph G. Belechak
Title: Sr. VP and Chief Operations Officer
Address: 2841 New Beaver Avenue
City/State/Zip: Pittsburgh, PA 15233
Email: jbelechak@duqlight.com
FAX: 412-393-8028
Date Signed: 12-20-2005

IN WITNESS WHEREOF, the Parties execute this Agreement to be effective as of the date first written above.

Neptune RTS, LLC

By: 
Name: James N. Broder
Title: General Counsel - Neptune RTS, LLC
Address: CTSBM, 1 Canal Plaza, Suite 1000
City/State/Zip: Portland, ME 04101
Email: jbroder@curtisthaxter.com
Fax: 207-775-0612
Date Signed: 5/20/07

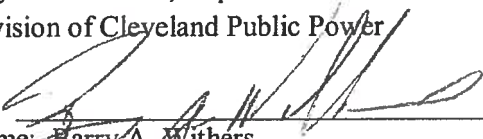
IN WITNESS WHEREOF, the Parties execute this Agreement to be effective as of the date ~~first written above~~ June 1, 2011.

AMERICAN TRANSMISSION SYSTEMS, INC.

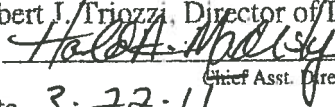
By: Stanley F. Szwed
Name: Stanley F. Szwed
Title: Vice President, FIRSTENERGY SERVICE CO.
Address: 716 South Main Street
City/State/Zip: Akron, Ohio 44308
Email: sfszwed@firstenergycorp.com
FAX: 330-384-5909
Date signed: 5/20/11

IN WITNESS WHEREOF, the Parties and PJM have caused this Agreement to be executed by their duly authorized representatives.

City of Cleveland, Department of Public Utilities
Division of Cleveland Public Power

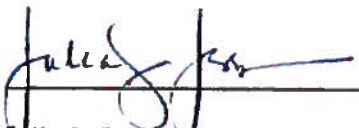
By: 
Name: Barry A. Withers
Title: Director
Date: March 22, 2011

The legal form and correctness of the within instrument is hereby approved.

Robert J. Triozzi, Director of Law
By: 
Chief Asst. Director of Law
Date: 3.22.11

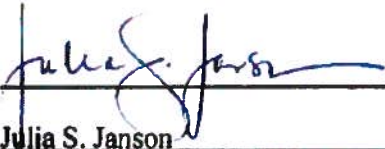
IN WITNESS WHEREOF, the Parties execute this Agreement to be effective as of the date first written above.

DUKE ENERGY KENTUCKY, INC.

By: 
Name: Julia S. Janson
Title: President
Address: 221 E. Fourth Street (EA503)
City/State/Zip: Cincinnati, OH 45202
Email: Julie.Janson@duke-energy.com
FAX: 513-419-5842
Date signed: September 27, 2011

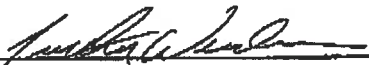
IN WITNESS WHEREOF, the Parties execute this Agreement to be effective as of the date first written above.

DUKE ENERGY OHIO, INC. f/k/a The Cincinnati Gas & Electric Company

By: 
Name: Julia S. Janson
Title: President
Address: 221 E. Fourth Street (EA503)
City/State/Zip: Cincinnati, OH 45202
Email: Julie.Janson@duke-energy.com
FAX: 513-419-5842
Date signed: September 27, 2011

IN WITNESS WHEREOF, the Parties and PJM have caused this Agreement to be executed by their duly authorized representatives.

City of Hamilton, Ohio

By:  Acting for

Name: Joshua A. Smith 12-29-2011

Title: City Manager

Date: February 29, 2012