

FEDERAL ENERGY REGULATORY COMMISSION
WASHINGTON, DC 20426

OFFICE OF ENERGY MARKET REGULATION

PJM Interconnection, L.L.C.
Docket No. ER24-1716-000

Issued: May 21, 2024

On April 8, 2024, PJM Interconnection, L.L.C. (PJM) submitted an amended Wholesale Market Participation Agreement among PJM as Transmission Provider, Rockland Solar LLC (Rockland Solar) as Wholesale Market Participant, and Mid-Atlantic Interstate Transmission, LLC (MAIT) as agent for FirstEnergy Pennsylvania Electric Company as Transmission Owner, designated as Service Agreement No. 6423.¹ Pursuant to authority delegated to the Director, Division of Electric Power Regulation – East, under 18 C.F.R. § 375.307, the submittal is accepted for filing, effective June 8, 2024, as requested.

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

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

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

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

¹ PJM Interconnection, L.L.C., PJM Service Agreements Tariff, [PJM SA No. 6423, PJM SA No. 6423 among PJM, Rockland Solar and MAIT \(1.0.0\)](#).

Document Content(s)

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PJM Interconnection, L.L.C.
2750 Monroe Boulevard
Audubon, PA 19403

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

April 8, 2024

The Honorable Debbie-Anne Reese, Acting Secretary
Federal Energy Regulatory Commission
888 First Street, N.E., Room 1A
Washington, D.C. 20426-0001

*Re: PJM Interconnection, L.L.C., Docket No. ER24-1716-000
Amendment to Service Agreement No. 6423; Queue No. AG1-197*

Dear Secretary Reese:

Pursuant to section 205 of the Federal Power Act (“FPA”)¹ and part 35 of the rules and regulations of the Federal Energy Regulatory Commission (“Commission”),² PJM Interconnection, L.L.C. (“PJM”) submits for filing an amended Wholesale Market Participation Agreement (“WMPA”) among PJM, Rockland Solar LLC (“Rockland Solar” or “Wholesale Market Participant”), and Mid-Atlantic Interstate Transmission, LLC as agent for FirstEnergy Pennsylvania Electric Company (“Transmission Owner”) (collectively, the “Parties”) (the “Amended WMPA”). The Amended WMPA modifies Service Agreement No. 6423 filed with and accepted by the Commission in Docket No. ER22-1616-000.³

PJM submits the Amended WMPA for filing because Commission rules and regulations require any change to the provisions of a service agreement on file with the Commission to be filed as a change in rate.⁴

¹ 16 U.S.C. § 824d (2022).

² 18 C.F.R. Part 35 (2022).

³ *PJM Interconnection, L.L.C.*, Letter Order, Docket No. ER22-1616-000 (June 8, 2022) (“Original WMPA”).

⁴ 18 C.F.R. § 35.1(c) (2019).

The Amended WMPA reflects changes to (1) the introductory paragraph to explain it is an amended WMPA; (2) the cover page, first page title block, introductory paragraph, signature page, and specifications page title block to update the Wholesale Market Participant and Transmission Owner names; (3) section 2.0 (Notices) to update the Wholesale Market Participant and Transmission Owner information; and (4) the signature page to reflect “All signature lines intentionally left blank – The Consent to Assignment Agreement and Agreement to Amend is considered fully executed on the date of the last Party’s signature and effective as of the date established by the Commission.” The authorized signatures in the Consent to Assignment and Agreement to Amend (“Amendment”) serve as the Parties’ acceptance of the changes reflected in the Amended WMPA. PJM submits the Amended WMPA as effectuated by the attached Amendment.⁵ The Amended WMPA, designated as Service Agreement No. 6423, is otherwise substantively unchanged from the Original WMPA.

I. REQUESTED EFFECTIVE DATE

PJM requests an effective date of June 8, 2024 for the Amended WMPA. The requested effective date is 61 days after this submission of the Amended WMPA, and thus meets the Commission’s notice requirement.⁶

II. DOCUMENTS ENCLOSED

PJM encloses the following:

1. This transmittal letter;
2. Attachment A: Amended WMPA, Service Agreement No. 6423 (Marked Format);
3. Attachment B: Amended WMPA, Service Agreement No. 6423 (Clean Format);
and

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

⁶ 18 C.F.R. § 35.3 (2019).

4. Attachment C: Executed Consent to Assignment Agreement and Agreement to Amend.

III. CORRESPONDENCE AND COMMUNICATIONS

All notices, communications, or correspondence addressed to PJM regarding this matter should be directed to, and PJM requests that the Secretary include on the Commission's official service list,⁷ the following:

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

Vasiliki Karandrikas
Assistant General Counsel
PJM Interconnection, L.L.C.
2750 Monroe Blvd.
Audubon, PA 19403-2497
(610) 666-4780
Vasiliki.Karandrikas@pjm.com

⁷ PJM requests waiver of Commission Rule 203(b)(3) (18 C.F.R. § 385.203(b)(3)), so that each named person may be included on the official service list.

IV. SERVICE

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

Respectfully submitted,

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

/s/ Vasiliki Karandrikas
Vasiliki Karandrikas
Assistant General Counsel
PJM Interconnection, L.L.C.
2750 Monroe Blvd.
Audubon, PA 19403-2497
(610) 666-4780
Vasiliki.Karandrikas@pjm.com

Cc (via email):

Wholesale Market Participant and Assignee
Tim Dertzbaugh - tim@foundationsolarpartners.com
Tim Dertzbaugh - dertzbaugh@birchcreekdev.com

Transmission Owner
Mike Thorn - mthorn@firstenergycorp.com
Attorney for FERC & Wholesale
Connection - ajadue@firstenergycorp.com
Amanda Parker - aparker@firstenergycorp.com
Tricia Hartzell - thartzell@firstenergycorp.com

All state utility regulatory commissions within the PJM Region

Attachment A

Service Agreement No. 6423

(Marked)

(PJM Queue #AG1-197)

WHOLESALE MARKET PARTICIPATION AGREEMENT

Among

PJM INTERCONNECTION, L.L.C.

And

Rockland Solar LLC

HSE Foundation Solar, LLC

And

Mid-Atlantic Interstate Transmission, LLC

-(as agent for FirstEnergy Pennsylvania Electric Company)

WHOLESALE MARKET PARTICIPATION AGREEMENT

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

And

**Rockland Solar LLC
~~HSE Foundation Solar, LLC~~**

And

**Mid-Atlantic Interstate Transmission, LLC
(as agent for FirstEnergy Pennsylvania Electric Company)
(PJM Queue Position #AG1-197)**

This Wholesale Market Participation Agreement (“WMPA”) including the Specifications, and Schedules attached hereto and incorporated herein, is entered into in order to effectuate sales of energy and/or capacity into PJM’s wholesale markets, by and between PJM Interconnection, L.L.C., the Regional Transmission Organization for the PJM Region (“Transmission Provider”), Rockland Solar LLC ~~HSE Foundation Solar, LLC~~ (“Wholesale Market Participant”) and Mid-Atlantic Interstate Transmission, LLC (as agent for FirstEnergy Pennsylvania Electric Company) (“Transmission Owner”) (referred to individually as “Party” or collectively as “the Parties”). This WMPA amends the Wholesale Market Participation Agreement among the Parties, Service Agreement No. 6423, effective March 14, 2022, filed with and accepted by the Federal Energy Regulatory Commission in Docket No. ER22-1616-000.

WITNESSETH

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

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

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

NOW, THEREFORE, in consideration of the mutual covenants herein contained, together with other good and valuable consideration, the receipt and sufficiency is hereby mutually acknowledged by Transmission Provider, Transmission Owner and Wholesale Market Participant and the parties agree to assume all of the rights and obligations consistent with the

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

Article 1 – DEFINITIONS and OTHER DOCUMENTS

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

Article 2 - NOTICES and MISCELLANEOUS

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

Transmission Provider:

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

Wholesale Market Participant:

Rockland Solar LLC
2650 Locust Street, Suite 100
St. Louis, MO 63103
Attn: Tim Dertzbaugh, Senior Vice President
dertzbaugh@birchcreekdev.com
(757) 646-0200
~~HSE Foundation Solar, LLC~~
~~2038 Allen Place, NW~~
~~Washington DC 20009~~
~~Attn: Tim Dertzbaugh~~
~~tim@foundationsolarpartners.com~~
~~(757) 646-0200~~

Transmission Owner:

Mid-Atlantic Interstate Transmission,
LLC (as agent for FirstEnergy Pennsylvania Electric Company)
76 South Main Street, 10th Floor
Akron, OH 44308
Attn: -Mike Thorn, Manager, FERC & Wholesale
Connection Support
mthorn@firstenergycorp.com
(330) 384-3889

With copies to:
FirstEnergy Service Company
Legal Department
76 South Main Street, 15th Floor
Akron, OH 44308
Attn: Attorney for FERC & Wholesale
Connection
ajadue@firstenergycorp.com
(330) 384-5947~~Mid-Atlantic Interstate Transmission, LLC~~
~~76 South Main Street~~
~~A-GO-10~~
~~Akron, OH 44308~~
~~Attn: Mike Thorn, FERC & Wholesale Connection Support Manager~~
~~mthorn@firstenergycorp.com~~
~~(330) 384-3889~~

Amanda Parker

~~FirstEnergy Service Company
76 South Main Street
A-GO-15
Akron, OH 44308
aparker@firstenergycorp.com~~

~~Tricia Hartzell Legal Specialist
FirstEnergy Service Company
76 South Main Street
A-GO-15
Akron, OH 44308
thartzell@firstenergycorp.com
(330) 761-4426~~

~~With copies to:
FirstEnergy Service Company
Legal Department
76 South Main Street
A-GO-15
Akron, OH 44308
Attn: Attorney for FERC & Wholesale Connection Support~~

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

- 2.1 Construction With Other Parts Of The Tariff.** This WMPA shall not be construed as an application for service under Part II or Part III of the Tariff.
- 2.2 Warranty for Facilities Study.** In analyzing and preparing the System Impact Study, and in designing and constructing the Local Upgrades and/or Network Upgrades described in Part II of the Tariff and in the Specifications attached to this WMPA, Transmission Provider, the Transmission Owner(s), and any other subcontractors employed by Transmission Provider have had to, and shall have to, rely on information provided by Wholesale Market Participant and possibly by third parties and may not have control over the accuracy of such information. Accordingly, NEITHER TRANSMISSION PROVIDER, THE TRANSMISSION OWNER(s), NOR ANY OTHER SUBCONTRACTORS EMPLOYED BY TRANSMISSION PROVIDER OR TRANSMISSION OWNER MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, WHETHER ARISING BY OPERATION OF LAW, COURSE OF PERFORMANCE OR DEALING, CUSTOM, USAGE IN THE TRADE OR PROFESSION, OR OTHERWISE, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO THE ACCURACY, CONTENT, OR CONCLUSIONS OF THE FACILITIES STUDY OR THE SYSTEM IMPACT STUDY IF A FACILITIES STUDY WAS NOT REQUIRED OR OF THE LOCAL UPGRADES AND/OR THE NETWORK

UPGRADES. Wholesale Market Participant acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder.

2.3 Waiver. No waiver by any party of one or more defaults by the other in performance of any of the provisions of this WMPA shall operate or be construed as a waiver of any other or further default or defaults, whether of a like or different character.

2.4 Amendment. This WMPA or any part thereof, may not be amended, modified, or waived other than by a written document signed by all parties hereto.

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

2.6 Assignment

2.6.1 Assignment with Prior Consent:

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

2.6.2 Assignment without Prior Consent

2.6.2.1 Assignment to Owners:

If the Interconnection Agreement between the Wholesale Market Participant and the Transmission Owner, as referenced in section 3.1.4 herein, provides that such Interconnection Agreement may be assigned, and such Interconnection Agreement was assigned, then the Wholesale Market Participant may assign its rights or delegate its duties under this WMPA without the Transmission Owner's or Transmission Provider's prior consent to any Affiliate or person that purchases

or otherwise acquires, directly or indirectly, all of the Participant Facility, provided that prior to the effective date of any such assignment: (1) the assignee shall demonstrate that, as of the effective date of the assignment, the assignee has the technical and operational competence to comply with the requirements of this WMPA; and (2) in writing to the Transmission Owner and Transmission Provider, assignee assumes all rights, duties, and obligations of Wholesale Market Participant arising under this WMPA. However, any assignment described herein shall not relieve or discharge the Wholesale Market Participant from any of its obligations hereunder absent the written consent of the Transmission Provider, such consent not to be unreasonably withheld, conditioned or delayed.

2.6.2.2 Assignment to Lenders:

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

2.6.3 Successors and Assigns:

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

ARTICLE 3 – Responsibility for Network or Local Upgrades

3.0 Security for Network or Local Upgrades. Consistent with Section 212.4 in Part VI of the Tariff, Wholesale Market Participant, on or before the effective date of this WMPA, shall provide the Transmission Provider (for the benefit of the Transmission Owner) with a letter of credit from an agreed provider or other form of security reasonably acceptable to the Transmission Provider and that names the Transmission Provider as beneficiary (“Security”) in the amount of \$0. This amount represents the sum of the estimated Costs, determined consistent with Section 217 in Part VI of the Tariff, of (i) the Local Upgrades and/or Network Upgrades less any Costs already paid by the Wholesale Market Participant. Should Wholesale Market Participant fail to provide Security in the amount or form required in the first sentence of this Section, this WMPA shall be terminated. Wholesale Market Participant acknowledges that its ultimate cost responsibility consistent with Section 217 in Part VI of the Tariff will be based upon the actual Costs of the facilities described in the Specifications to this WMPA, whether greater or lesser than the amount of the Security provided under this Section.

3.1 Project Specific Milestones. During the term of this WMPA, Wholesale Market Participant shall ensure that it meets each of the following milestones:

3.1.1 Substantial Site work completed. On or before November 29, 2024 Wholesale Market Participant must demonstrate completion of at least 20% of project site construction.

3.1.2 Commercial Operation. (i) On or before March 3, 2025, Wholesale Market Participant must demonstrate commercial operation of all generating units; (ii) On or before ~~March 31, 2025~~ April 31, 2025, Wholesale Market Participant must demonstrate commercial sale or use of energy and, if applicable obtain capacity qualification consistent with the requirements of the Reliability Assurance Agreement Among Load Serving Entities in the PJM Region.

3.1.3 Documentation. Within one (1) month following commercial operation of generating unit(s), Wholesale Market Participant must provide certified documentation demonstrating that “as-built” Participant Facility are consistent with applicable PJM studies and agreements. Wholesale Market Participant must also provide PJM with “as-built” electrical modeling data or confirm that previously submitted data remains valid.

3.1.4 Interconnection Agreement. On or before February 29, 2024, Wholesale Market Participant must enter into an Interconnection Agreement with the Transmission Owner in order to effectuate the WMPA. This WMPA shall automatically terminate upon the termination of the two-party Interconnection Agreement between the Wholesale Market Participant and Transmission Owner.

Wholesale Market Participant shall demonstrate the occurrence of each of the foregoing milestones to Transmission Provider's reasonable satisfaction. Transmission Provider may reasonably extend any such milestone dates, in the event of delays that Wholesale Market Participant (i) did not cause and (ii) could not have remedied through the exercise of due diligence.

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

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

(PJM Queue Position #AG1-197)

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

By: _____
/s/ Jason Shoemaker Manager, Interconnection Projects 3/14/2022
Name Title Date

Printed name of signer: _____
Jason Shoemaker

Wholesale Market Participant: **Rockland Solar LLC**~~**HSE Foundation Solar, LLC**~~

By: _____
/s/ Timothy Dertzbaugh President 3/4/2022
Name Title Date

Printed name of signer: _____
Timothy Dertzbaugh

Transmission Owner: **Mid-Atlantic Interstate Transmission, LLC** (as agent for FirstEnergy Pennsylvania Electric Company)

By: _____
/s/ Greg Hussing Dir FERC & RTO Support 3/8/2022
Name Title Date

Printed name of signer: _____
Greg Hussing

All signature lines intentionally left blank – The Consent to Assignment Agreement and Agreement to Amend is considered fully executed on the date of the last Party’s signature and effective as of the date established by the Commission.

**SPECIFICATIONS FOR
WHOLESALE MARKET PARTICIPATION AGREEMENT**

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

And

**Rockland Solar LLC
~~HSE Foundation Solar, LLC~~**

And

**Mid-Atlantic Interstate Transmission, LLC
(as agent for FirstEnergy Pennsylvania Electric Company)
(PJM Queue Position #AG1-197)**

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

a. Name of Participant Facility:

Morgan Street-Cochranon 34.5 kV

b. Location of Participant Facility:

Grid Coordinates: 41.5604420, -80.0985510
Crawford County, Pennsylvania

c. Size in megawatts of Participant Facility:

Maximum Facility Output of 15 MW

d. Description of the equipment configuration:

An inverter-based, solar photovoltaic generating facility consisting of solar arrays and step-up transformation with a high-side voltage of 34.5 kV

2.0 Rights for Generation Wholesale Market Participant

2.1 Capacity Interconnection Rights:

Consistent with the applicable terms of the Tariff, the Wholesale Market Participant shall have Capacity Interconnection Rights at the point(s) of interconnection specified in Schedule A of this Wholesale Market Participant Agreement in the amount of 9 MW; provided however, nothing in this WMPA provides any rights with regard to the use of distribution facilities.

Pursuant to and subject to the applicable terms of the Tariff, the Wholesale Market Participant shall have Capacity Interconnection Rights at the Point(s) of

Interconnection specified in this Wholesale Market Participation Agreement in the amount of 9 MW commencing June 1, 2024. During the time period from the effective date of this WMPA until May 31, 2024 (the “interim time period”), the Wholesale Market Participant may be awarded interim Capacity Interconnection Rights in an amount not to exceed 9 MW. The availability and amount of such interim Capacity Interconnection Rights shall be dependent upon completion and results of an interim deliverability study. Any interim Capacity Interconnection Rights awarded during the interim time period shall terminate on May 31, 2024.

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

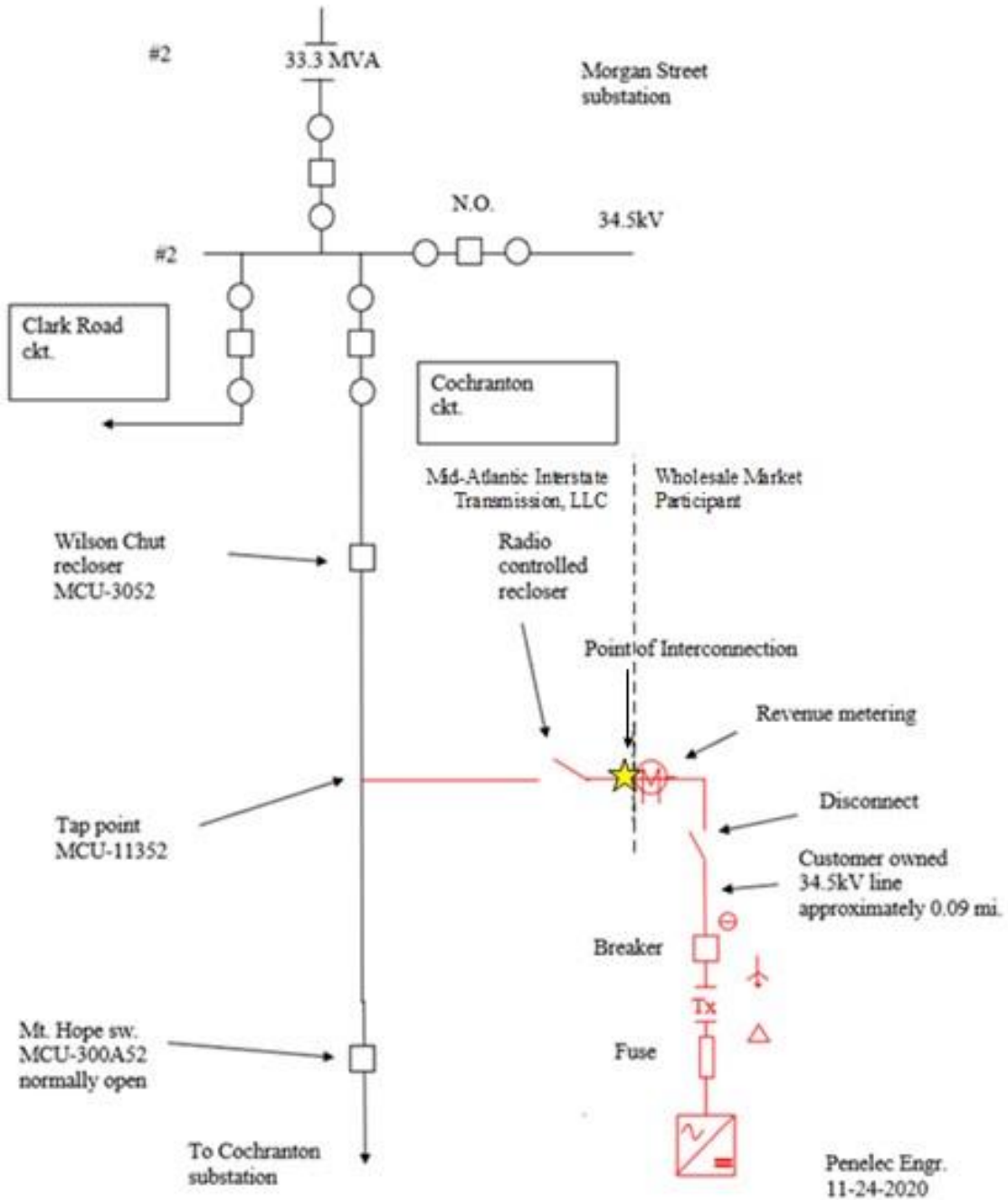
3.0 Ownership and Location of Metering Equipment. The metering equipment to be constructed, the capability of the metering equipment to be constructed, and the ownership thereof, as required for the Wholesale Transactions shall be identified on the attached Schedule B to this WMPA, and provided consistent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

SCHEDULES:

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

SCHEDULE A

SINGLE-LINE DIAGRAM



SCHEDULE B

LIST OF METERING EQUIPMENT

Wholesale Market Participant is responsible for installing metering and telemetry equipment that shall comply with requirements specified in PJM Manuals M-01 and M-14D.

SCHEDULE C

LIST OF LOCAL/NETWORK UPGRADES

Not Required.

SCHEDULE D

APPLICABLE TECHNICAL REQUIREMENTS AND STANDARDS

Not Required.

SCHEDULE E

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

As provided in Section 24.1 in Attachment O, Appendix 2 in Part VI of the Tariff and subject to the requirements thereof, Wholesale Market Participant represents that it meets all qualifications and requirements as set forth in Section 118(a) and 118(b) of the Internal Revenue Code of 1986, as amended and interpreted by Notice 2016-36, 2016-25 I.R.B. (6/20/2016) (the "IRS Notice"). Wholesale Market Participant agrees to conform with all requirements of the safe harbor provisions specified in the IRS Notice, as they may be amended, as required to confer non-taxable status on some or all of the transfer of property, including money, by Wholesale Market Participant to Transmission Owner with respect to the payment of the Costs of construction and installation of the Transmission Owner Interconnection Facilities specified in this WMPA.

Nothing in Wholesale Market Participant's agreement pursuant to this Schedule E shall change the indemnification obligations under Section 24.2 in Attachment O, Appendix 2 in Part VI of the Tariff.

SCHEDULE F

SCHEDULE OF NON-STANDARD TERMS & CONDITIONS

Not Required.

Attachment B

Service Agreement No. 6423

(Clean)

(PJM Queue #AG1-197)

WHOLESALE MARKET PARTICIPATION AGREEMENT
Among
PJM INTERCONNECTION, L.L.C.
And
Rockland Solar LLC
And
Mid-Atlantic Interstate Transmission, LLC
(as agent for FirstEnergy Pennsylvania Electric Company)

WHOLESALE MARKET PARTICIPATION AGREEMENT

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

**And
Rockland Solar LLC**

**And
Mid-Atlantic Interstate Transmission, LLC
(as agent for FirstEnergy Pennsylvania Electric Company)
(PJM Queue Position #AG1-197)**

This Wholesale Market Participation Agreement (“WMPA”) including the Specifications, and Schedules attached hereto and incorporated herein, is entered into in order to effectuate sales of energy and/or capacity into PJM’s wholesale markets, by and between PJM Interconnection, L.L.C., the Regional Transmission Organization for the PJM Region (“Transmission Provider”), Rockland Solar LLC (“Wholesale Market Participant”) and Mid-Atlantic Interstate Transmission, LLC (as agent for FirstEnergy Pennsylvania Electric Company) (“Transmission Owner”) (referred to individually as “Party” or collectively as “the Parties”). This WMPA amends the Wholesale Market Participation Agreement among the Parties, Service Agreement No. 6423, effective March 14, 2022, filed with and accepted by the Federal Energy Regulatory Commission in Docket No. ER22-1616-000.

WITNESSETH

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

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

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

NOW, THEREFORE, in consideration of the mutual covenants herein contained, together with other good and valuable consideration, the receipt and sufficiency is hereby mutually acknowledged by Transmission Provider, Transmission Owner and Wholesale Market Participant and the parties agree to assume all of the rights and obligations consistent with the rights and obligations relating to Network Upgrades, Local Upgrades and metering requirements

set forth in Part VI of the Tariff, as of the effective date of this WMPA, required for Wholesale Market Participant to make Wholesale Transactions in PJM's markets. The Parties mutually covenant and agree as follows:

Article 1 – DEFINITIONS and OTHER DOCUMENTS

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

Article 2 - NOTICES and MISCELLANEOUS

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

Transmission Provider:

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

Wholesale Market Participant:

Rockland Solar LLC
2650 Locust Street, Suite 100
St. Louis, MO 63103
Attn: Tim Dertzbaugh, Senior Vice President
dertzbaugh@birchcreekdev.com
(757) 646-0200

Transmission Owner:

Mid-Atlantic Interstate Transmission,
LLC (as agent for FirstEnergy Pennsylvania Electric Company)
76 South Main Street, 10th Floor
Akron, OH 44308
Attn: Mike Thorn, Manager, FERC & Wholesale
Connection Support
mthorn@firstenergycorp.com
(330) 384-3889

With copies to:

FirstEnergy Service Company
Legal Department
76 South Main Street, 15th Floor
Akron, OH 44308
Attn: Attorney for FERC & Wholesale
Connection
ajadue@firstenergycorp.com
(330) 384-5947

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

- 2.1 Construction With Other Parts Of The Tariff.** This WMPA shall not be construed as an application for service under Part II or Part III of the Tariff.
- 2.2 Warranty for Facilities Study.** In analyzing and preparing the System Impact Study, and in designing and constructing the Local Upgrades and/or Network Upgrades described in Part II of the Tariff and in the Specifications attached to this WMPA, Transmission Provider, the Transmission Owner(s), and any other subcontractors employed by Transmission Provider have had to, and shall have to, rely on information provided by Wholesale Market Participant and possibly by third parties and may not have control over the accuracy of such information. Accordingly, NEITHER TRANSMISSION PROVIDER, THE TRANSMISSION OWNER(s), NOR ANY

OTHER SUBCONTRACTORS EMPLOYED BY TRANSMISSION PROVIDER OR TRANSMISSION OWNER MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, WHETHER ARISING BY OPERATION OF LAW, COURSE OF PERFORMANCE OR DEALING, CUSTOM, USAGE IN THE TRADE OR PROFESSION, OR OTHERWISE, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO THE ACCURACY, CONTENT, OR CONCLUSIONS OF THE FACILITIES STUDY OR THE SYSTEM IMPACT STUDY IF A FACILITIES STUDY WAS NOT REQUIRED OR OF THE LOCAL UPGRADES AND/OR THE NETWORK UPGRADES. Wholesale Market Participant acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder.

- 2.3 Waiver.** No waiver by any party of one or more defaults by the other in performance of any of the provisions of this WMPA shall operate or be construed as a waiver of any other or further default or defaults, whether of a like or different character.
- 2.4 Amendment.** This WMPA or any part thereof, may not be amended, modified, or waived other than by a written document signed by all parties hereto.
- 2.5 Addendum of Wholesale Market Participant's Agreement to Conform with IRS Safe Harbor Provisions for Non-Taxable Status.** To the extent required, in accordance with Section 24.1 in Attachment O, Appendix 2 in Part VI of the Tariff, Schedule E to this WMPA shall set forth the Wholesale Market Participant's agreement to conform with the IRS safe harbor provisions for non-taxable status.

2.6 Assignment

2.6.1 Assignment with Prior Consent:

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

2.6.2 Assignment without Prior Consent

2.6.2.1 Assignment to Owners:

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

2.6.2.2 Assignment to Lenders:

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

Transmission Provider and/or the Transmission Owner’s reasonable documented cost of providing such documents and certificates as requested by such Project Finance Entity(ies). Any assignment described herein shall not relieve or discharge the Wholesale Market Participant from any of its obligations hereunder absent the written consent of the Transmission Owner and Transmission Provider.

2.6.3 Successors and Assigns:

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

ARTICLE 3 – Responsibility for Network or Local Upgrades

3.0 Security for Network or Local Upgrades. Consistent with Section 212.4 in Part VI of the Tariff, Wholesale Market Participant, on or before the effective date of this WMPA, shall provide the Transmission Provider (for the benefit of the Transmission Owner) with a letter of credit from an agreed provider or other form of security reasonably acceptable to the Transmission Provider and that names the Transmission Provider as beneficiary (“Security”) in the amount of \$0. This amount represents the sum of the estimated Costs, determined consistent with Section 217 in Part VI of the Tariff, of (i) the Local Upgrades and/or Network Upgrades less any Costs already paid by the Wholesale Market Participant. Should Wholesale Market Participant fail to provide Security in the amount or form required in the first sentence of this Section, this WMPA shall be terminated. Wholesale Market Participant acknowledges that its ultimate cost responsibility consistent with Section 217 in Part VI of the Tariff will be based upon the actual Costs of the facilities described in the Specifications to this WMPA, whether greater or lesser than the amount of the Security provided under this Section.

3.1 Project Specific Milestones. During the term of this WMPA, Wholesale Market Participant shall ensure that it meets each of the following milestones:

3.1.1 Substantial Site work completed. On or before November 29, 2024 Wholesale Market Participant must demonstrate completion of at least 20% of project site construction.

3.1.2 Commercial Operation. (i) On or before March 3, 2025, Wholesale Market Participant must demonstrate commercial operation of all generating units; (ii) On or before March 3, 2025, Wholesale Market Participant must demonstrate commercial sale or use of energy and, if applicable obtain capacity qualification consistent with the requirements of the Reliability Assurance Agreement Among Load Serving Entities in the PJM Region.

3.1.3 Documentation. Within one (1) month following commercial operation of generating unit(s), Wholesale Market Participant must provide certified documentation demonstrating that “as-built” Participant Facility are consistent with applicable PJM studies and agreements. Wholesale Market Participant must

also provide PJM with “as-built” electrical modeling data or confirm that previously submitted data remains valid.

3.1.4 Interconnection Agreement. On or before February 29, 2024, Wholesale Market Participant must enter into an Interconnection Agreement with the Transmission Owner in order to effectuate the WMPA. This WMPA shall automatically terminate upon the termination of the two-party Interconnection Agreement between the Wholesale Market Participant and Transmission Owner.

Wholesale Market Participant shall demonstrate the occurrence of each of the foregoing milestones to Transmission Provider’s reasonable satisfaction. Transmission Provider may reasonably extend any such milestone dates, in the event of delays that Wholesale Market Participant (i) did not cause and (ii) could not have remedied through the exercise of due diligence.

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

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

(PJM Queue Position #AG1-197)

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

By: _____
Name Title Date

Printed name of signer: _____

Wholesale Market Participant: **Rockland Solar LLC**

By: _____
Name Title Date

Printed name of signer: _____

Transmission Owner: **Mid-Atlantic Interstate Transmission, LLC (as agent for FirstEnergy Pennsylvania Electric Company)**

By: _____
Name Title Date

Printed name of signer: _____

All signature lines intentionally left blank – The Consent to Assignment Agreement and Agreement to Amend is considered fully executed on the date of the last Party’s signature and effective as of the date established by the Commission.

**SPECIFICATIONS FOR
WHOLESALE MARKET PARTICIPATION AGREEMENT
By and Among
PJM INTERCONNECTION, L.L.C.
And
Rockland Solar LLC
And
Mid-Atlantic Interstate Transmission, LLC
(as agent for FirstEnergy Pennsylvania Electric Company)
(PJM Queue Position #AG1-197)**

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

a. Name of Participant Facility:

Morgan Street-Cochranton 34.5 kV

b. Location of Participant Facility:

Grid Coordinates: 41.5604420, -80.0985510
Crawford County, Pennsylvania

c. Size in megawatts of Participant Facility:

Maximum Facility Output of 15 MW

d. Description of the equipment configuration:

An inverter-based, solar photovoltaic generating facility consisting of solar arrays and step-up transformation with a high-side voltage of 34.5 kV

2.0 Rights for Generation Wholesale Market Participant

2.1 Capacity Interconnection Rights:

Consistent with the applicable terms of the Tariff, the Wholesale Market Participant shall have Capacity Interconnection Rights at the point(s) of interconnection specified in Schedule A of this Wholesale Market Participant Agreement in the amount of 9 MW; provided however, nothing in this WMPA provides any rights with regard to the use of distribution facilities.

Pursuant to and subject to the applicable terms of the Tariff, the Wholesale Market Participant shall have Capacity Interconnection Rights at the Point(s) of Interconnection specified in this Wholesale Market Participation Agreement in

the amount of 9 MW commencing June 1, 2024. During the time period from the effective date of this WMPA until May 31, 2024 (the “interim time period”), the Wholesale Market Participant may be awarded interim Capacity Interconnection Rights in an amount not to exceed 9 MW. The availability and amount of such interim Capacity Interconnection Rights shall be dependent upon completion and results of an interim deliverability study. Any interim Capacity Interconnection Rights awarded during the interim time period shall terminate on May 31, 2024.

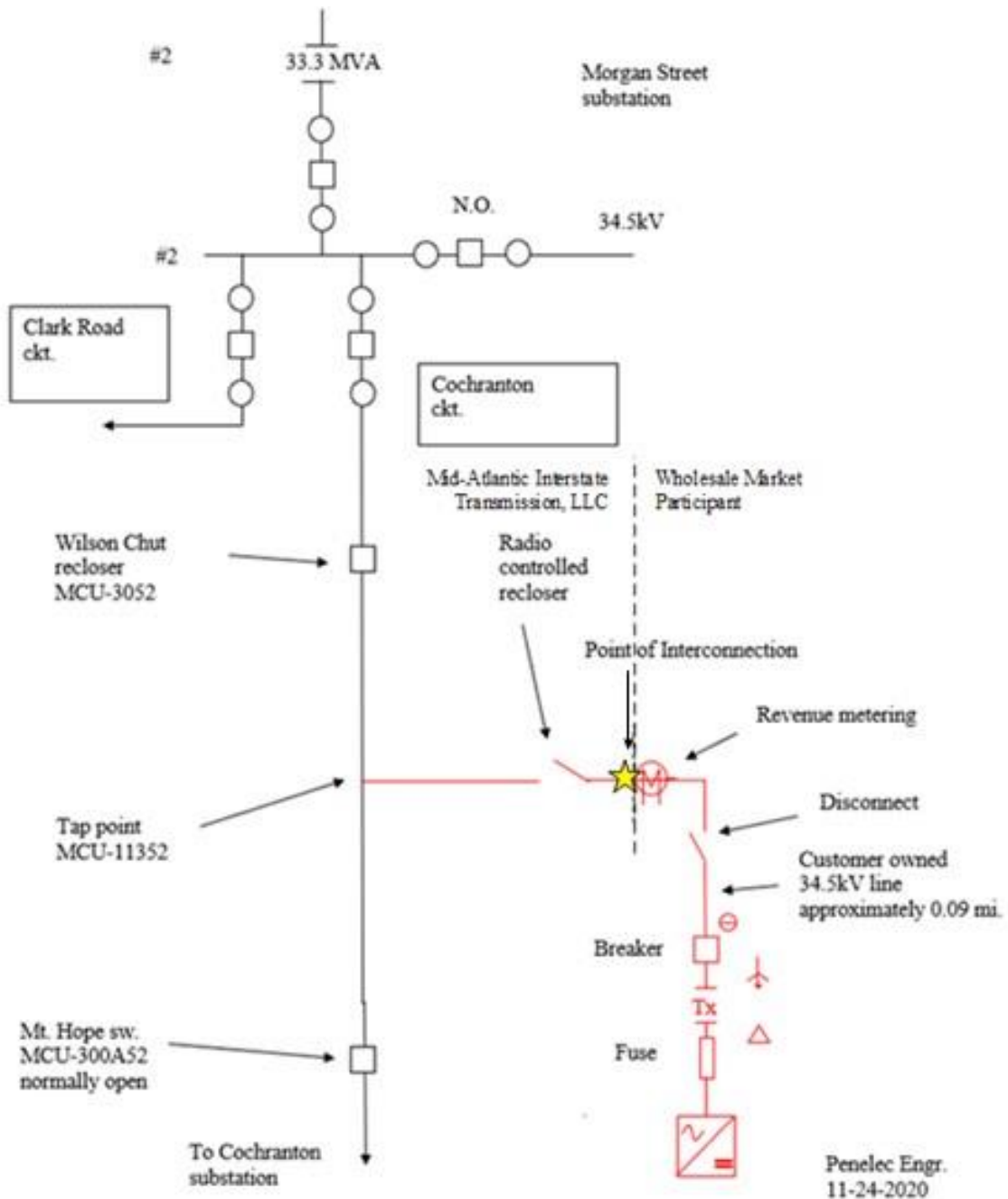
To the extent that any portion of the Participant Facility described in Section 1.0 is not a Capacity Resource with Capacity Interconnection Rights, such portion of the Participant Facility shall be an Energy Resource. Pursuant to this WMPA, the Wholesale Market Participant may sell energy into PJM’s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

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

SCHEDULES:

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

SCHEDULE A
SINGLE-LINE DIAGRAM



Penelec Engr.
11-24-2020

SCHEDULE B

LIST OF METERING EQUIPMENT

Wholesale Market Participant is responsible for installing metering and telemetry equipment that shall comply with requirements specified in PJM Manuals M-01 and M-14D.

SCHEDULE C

LIST OF LOCAL/NETWORK UPGRADES

Not Required.

SCHEDULE D

APPLICABLE TECHNICAL REQUIREMENTS AND STANDARDS

Not Required.

SCHEDULE E

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

As provided in Section 24.1 in Attachment O, Appendix 2 in Part VI of the Tariff and subject to the requirements thereof, Wholesale Market Participant represents that it meets all qualifications and requirements as set forth in Section 118(a) and 118(b) of the Internal Revenue Code of 1986, as amended and interpreted by Notice 2016-36, 2016-25 I.R.B. (6/20/2016) (the "IRS Notice"). Wholesale Market Participant agrees to conform with all requirements of the safe harbor provisions specified in the IRS Notice, as they may be amended, as required to confer non-taxable status on some or all of the transfer of property, including money, by Wholesale Market Participant to Transmission Owner with respect to the payment of the Costs of construction and installation of the Transmission Owner Interconnection Facilities specified in this WMPA.

Nothing in Wholesale Market Participant's agreement pursuant to this Schedule E shall change the indemnification obligations under Section 24.2 in Attachment O, Appendix 2 in Part VI of the Tariff.

SCHEDULE F

SCHEDULE OF NON-STANDARD TERMS & CONDITIONS

Not Required.

Attachment C

Service Agreement No. 6423

Executed Consent to Assignment and

Agreement to Amend

CONSENT TO ASSIGNMENT AGREEMENT AND AGREEMENT TO AMEND

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

And

HSE Foundation Solar, LLC

And

Rockland Solar LLC

And

Mid-Atlantic Interstate Transmission, LLC (as agent for FirstEnergy Pennsylvania Electric Company)

(PJM Queue Position #AG1-197)

This Consent to Assignment Agreement and Agreement to Amend (“Assignment and Agreement to Amend”) is entered into by and among PJM Interconnection, L.L.C. (“PJM” or “Transmission Provider”), HSE Foundation Solar, LLC (“Wholesale Market Participant”), Rockland Solar LLC (“Assignee”), and Mid-Atlantic Interstate Transmission, LLC (as agent for FirstEnergy Pennsylvania Electric Company) (“Transmission Owner” or “MAIT”) (each a “Party,” and collectively, the “Parties”).

WHEREAS, PJM, HSE Foundation Solar, LLC, and Transmission Owner are parties to the following service agreement (the “Assigned Agreement”), filed with and accepted by the Federal Energy Regulatory Commission in Docket No. ER22-1616-000, designated as follows:

Type of Service Agreement	Service Agreement Number	Parties to the Agreement	Effective Date
Wholesale Market Participation Agreement	6423	PJM Interconnection, L.L.C.; HSE Foundation Solar, LLC; and Mid-Atlantic Interstate Transmission, LLC	March 14, 2022

WHEREAS, Wholesale Market Participant desires to assign all of its rights and delegate all of its duties under the Assigned Agreement to Assignee, and Assignee desires to accept such assignment and delegation (the “Assignment”); and

WHEREAS, Wholesale Market Participant and Assignee desire that PJM and Transmission Owner provide written consent to the Assignment prior to the effective date of the Assignment (“Assignment Date”), and PJM and Transmission Owner desire to provide such written consent.

NOW THEREFORE, in consideration of the mutual covenants and provisions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby covenant and agree as follows:

- 1.0 Consistent with the terms and conditions of the Assigned Agreement, PJM and Transmission Owner hereby consent to the assignment by Wholesale Market Participant to Assignee of the Assigned Agreement.
- 2.0 The granting of consent by PJM and Transmission Owner to the Assignment does not alter or diminish the rights of PJM or Transmission Owner under the Assigned Agreement.
- 3.0 Wholesale Market Participant and Assignee represent and warrant that, as of the Assignment Date, Assignee shall have the technical and operational competence to comply with the requirements of the Assigned Agreement.
- 4.0 Wholesale Market Participant represents and warrants that, as of the date it executes this Assignment and Agreement to Amend, no default exists in the performance of its obligations under the Assigned Agreement and Wholesale Market Participant has obtained all required legal and regulatory authorizations to transfer the facilities subject to the Assigned Agreement.
- 5.0 Upon the Assignment Date, Assignee shall assume all rights, duties, and obligations of Wholesale Market Participant arising under the Assigned Agreement, and Wholesale Market Participant shall be relieved and discharged from such duties and obligations arising under the Assigned Agreement.
- 6.0 Except as provided herein, this Assignment and Agreement to Amend is neither a modification of nor an amendment to the Assigned Agreement. No terms or conditions set forth in this Assignment and Agreement to Amend are intended to be interpreted as contrary to, or inconsistent with the terms and conditions of the Assigned Agreement, including appendices, where applicable. To the extent there are any conflicts between this Assignment and Agreement to Amend and the Assigned Agreement, including any appendices, the Assigned Agreement, including appendices, shall prevail.
- 7.0 This Assignment and Agreement to Amend may not be amended, modified, assigned, or waived other than by a writing signed by all the Parties.
- 8.0 Within 5 business days of the closing date of the transaction or other event that results in the Assignment becoming effective, Interconnection Customer or Assignee shall provide PJM with: (i) written notification of the actual Assignment Date and any other written documentation PJM may reasonably request that demonstrates proof of the closing of the transaction or occurrence of other event resulting in the Assignment becoming effective; and (ii) the name and contact information of the person(s) to whom notifications regarding the Assigned Agreement should be made after the Assignment Date.
- 9.0 The Parties acknowledge that the Assigned Agreement must be amended to reflect the Assignment. The Parties therefore agree, upon occurrence of the Assignment Date or in anticipation thereof, to amend the Assigned Agreement as necessary to reflect the Assignment; and that this Assignment and Agreement to Amend constitutes the written instrument required by the Assigned Agreement for amendments thereto. Specifically, the

Parties hereby agree to amend the Service Agreement by making the specified changes listed in Appendix A hereto.

PJM shall file with the Federal Energy Regulatory Commission for acceptance or, if conforming, report in PJM's Electric Quarterly Reports the amended Assigned Agreement. The Parties agree to take any and all actions as may be necessary to effectuate the amendments to the Assigned Agreement and to facilitate PJM's timely filing of the amended Assigned Agreement. The Parties authorize PJM to file the amended Assigned Agreement with the Commission without the necessity of additional signatures from Wholesale Market Participant and Transmission Owner.

- 10.0 In the event PJM does not receive notification pursuant to Section 8.0 of this Assignment and Agreement to Amend within 180 days from its effective date, this Assignment and Agreement to Amend shall terminate, and all rights and obligations under this Assignment and Agreement to Amend shall extinguish, on the date that is 180 days from the effective date of this Assignment and Agreement to Amend.
- 11.0 This Assignment and Agreement to Amend and all of its provisions are binding upon, and inure to the benefit of, the Parties and their respective successors and permitted assigns.
- 12.0 Any notice or request made to or by any of the Parties regarding this Assignment and Agreement to Amend, shall be made to the representative of the other Parties as indicated below:

Transmission Provider

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

Wholesale Market Participant

HSE Foundation Solar, LLC
2038 Allen Place, NW
Washington, DC 20009
Attn: Tim Dertzbaugh
tim@foundationsolarpartners.com
(757) 646-0200

Assignee

Rockland Solar LLC
2650 Locust Street, Suite 100
St. Louis, MO 63103
Attn: Tim Dertzbaugh, Senior Vice President
dertzbaugh@birchcreekdev.com
(757) 646-0200

Transmission Owner

Mid-Atlantic Interstate Transmission, LLC
(as agent for FirstEnergy Pennsylvania Electric Company)
76 South Main Street, 10th Floor
Akron, Ohio 44308
Attn: Mark Thorn, Manager, FERC & Wholesale Connection Support
mthorn@firstenergycorp.com
(330) 384-3889

With copies to:
FirstEnergy Service Company
Legal Department
76 South Main Street, 15th Floor
Akron, OH 44308
Attn: Attorney for FERC & Wholesale
Connection
ajadue@firstenergycorp.com
(330) 384-5947

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

[SIGNATURE PAGE FOLLOWS]

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

(PJM Queue Position #AG1-197)

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

By: Andrew Lambert Manager, Interconnection Planning Projects 3/8/2024
Name Title Date

Printed name of signer: Andrew Lambert

Wholesale Market Participant: HSE Foundation Solar, LLC

By: Chris Norqual Authorized Representative 2/28/2024
Name Title Date

Printed name of signer: Chris Norqual

Assignee: Rockland Solar LLC

By: Chris Norqual Authorized Representative 3/1/2024
Name Title Date

Printed name of signer: Chris Norqual

Transmission Owner: Mid-Atlantic Interstate Transmission, LLC (as agent for FirstEnergy Pennsylvania Electric Company)

By: Greg Hussing Dir FERC & RTO Support 3/6/2024
Name Title Date

Printed name of signer: Greg Hussing

APPENDIX A

Section Changed	Changed From	Changed To	Explanation
WMPA, introductory paragraph	...	This WMPA amends the Wholesale Market Participation Agreement among the Parties, Service Agreement No. 6423, effective March 14, 2022, filed with and accepted by the Federal Energy Regulatory Commission in Docket No. ER22-1616-000	A sentence is added to explain that this is an amended WMPA
Cover page, Caption, notice provision, Signature block and in all locations throughout the WMPA	Mid-Atlantic Interstate Transmission, LLC	Mid-Atlantic Interstate Transmission, LLC (as agent for FirstEnergy Pennsylvania Electric Company)	Clarification of counterparty name due to the merger of Pennsylvania Electric Company into FirstEnergy Pennsylvania Electric Company
Cover page, Caption, notice provision, Signature block and in all locations throughout the WMPA	HSE Foundation Solar, LLC	Rockland Solar LLC	Name change due to assignment of WMPA
WMPA, section 12.0, Notice Provision	Mid-Atlantic Interstate Transmission, LLC 76 South Main Street A-GO-10 Akron, OH 44308 Attn: Mike Thorn, FERC & Wholesale Connection Support Manager	Mid-Atlantic Interstate Transmission, LLC (as agent for FirstEnergy Pennsylvania Electric Company) 76 South Main Street, 10th Floor Akron, OH 44308 Attn: Mike Thorn, Manager, FERC & Wholesale	Update to Transmission Owner notice information

	<p>mthorn@firstenergycorp.com (330) 384-3889</p> <p>Amanda Parker FirstEnergy Service Company 76 South Main Street A-GO-15 Akron, OH 44308 aparker@firstenergycorp.com</p> <p>Tricia Hartzell-Legal Specialist FirstEnergy Service Company 76 South Main Street A-GO-15 Akron, OH 44308 thartzell@firstenergycorp.com (330) 761-4426</p> <p>With copies to: FirstEnergy Service Company Legal Department 76 South Main Street A-GO-15 Akron, OH 44308 Attn: Attorney for FERC & Wholesale Connection Support</p>	<p>Connection Support mthorn@firstenergycorp.com (330) 384-3889</p> <p>With copies to: FirstEnergy Service Company Legal Department 76 South Main Street, 15th Floor Akron, OH 44308 Attn: Attorney for FERC & Wholesale Connection ajadue@firstenergycorp.com (330) 384-5947</p>	
<p>WMPA, section 12.0, Notice Provision</p>	<p>HSE Foundation Solar, LLC 2038 Allen Place, NW Washington DC 20009 Page 4 Attn: Tim Dertzbaugh tim@foundationsolarpartners.com (757) 646-0200</p>	<p>Rockland Solar LLC 2650 Locust Street, Suite 100 St. Louis, MO 63103 Attn: Tim Dertzbaugh, Senior Vice President dertzbaugh@birchcreekdev.com (757) 646-0200</p>	<p>Update to Wholesale Market Participant notice information due to assignment of WMPA</p>

<p>WMPA, section 3.1.2, Commercial Operation Date</p>	<p>(i) On or before March 3, 2025, Wholesale Market Participant must demonstrate commercial operation of all generating units; (ii) On or before April 1, 2024, Wholesale Market Participant must demonstrate commercial sale or use of energy and, if applicable obtain capacity qualification consistent with the requirements of the Reliability Assurance Agreement Among Load Serving Entities in the PJM Region.</p>	<p>(i) On or before March 3, 2025, Wholesale Market Participant must demonstrate commercial operation of all generating units; (ii) On or before March 3, 2025, Wholesale Market Participant must demonstrate commercial sale or use of energy and, if applicable obtain capacity qualification consistent with the requirements of the Reliability Assurance Agreement Among Load Serving Entities in the PJM Region.</p>	<p>Correction to commercial operation date</p>
<p>WMPA Signature Block</p>	<p>...</p>	<p>All signature lines intentionally left blank – The Consent to Assignment Agreement and Agreement to Amend is considered fully executed on the date of the last Party’s signature and effective as of the date established by the Commission.</p>	<p>To explain Consent to Assignment Agreement and Agreement to Amend execution and effective date.</p>

APPENDIX B

Description of Assigned Rights and Obligations

Not applicable.