



ate Submitted	Time	
sitor Contact Name		
sitor Phone Number		
sitor Email Address		

## THIS FORM MUST BE SIGNED PREFERABLY PRIOR TO, OR DEFINITELY UPON ARRIVAL TO THE FOLLOWING EVENT:

Event Name

Event Date Event Hours

I wish to visit and/or participate in activities sponsored by Women Farm, LLC on the property of [Bridgman Farm]. I understand that I do so at my own risk. In exchange for being permitted to visit and/or participate in activities, I hereby release and waive Women Farm, LLC, Sharon Sachs, Janie Marr Werum, [Bridgman Farm], and [Mary Bridgman] or any entities affiliated with the foregoing from liability for any and all loss, damage, injuries, claims, demands, lawsuits, expenses and any other liability of any kind, of or to me or any other person, directly or indirectly arising out of or in connection with my visit or participation in any activity.

I further agree to hold harmless, indemnify and reimburse the Released Parties from and for any sums, costs, or expenses incurred by any of the Released Parties or paid by them to any person (including me or my insurers) in connection with any accident, loss, damage, or injury sustained by me or others in connection with my attendance at or participation in the above-described activity. This means that I will reimburse the Released Parties if anyone makes a claim against them based on damages or injuries I may suffer.

I confirm that I am eighteen (18) years of age or older.

Visitor/Participant Name (please print)

Visitor/Participant Signature





## NOBLE REALTY LTD LAND PURCHASE AGREEMENT (CONTRACT OF SALE)

This agreement is entered between Noble Realty of P. O. Box CT 6399 Cantonments, (hereafter referred to as the Developer) on one hand and \_\_\_\_\_\_\_\_\_. P.O.BOX.\_\_\_\_\_(Hereafter referred to as the Purchaser) on the other hand.

 That the Purchaser having offered to purchase......plot(s) of land otherwise called property, has been in discussions with the Developer and have both agreed on the price of the land as per the layout and area situate at......

 Both the Developer and the Purchaser would be the bonafied owners of the plot(s)of land (with the area of each plot measuring between (0.14-0.16)Acres) until the Purchaser has fully paid for the land. Purchaser becomes the only owner if there is an outright purchase.

 The purchaser will be responsible for the cost of Site Plan and Indenture paid to the developer (Ghc350.00 per plot of land).

4. The purchaser is also responsible for the cost of Land Title Registration.

- Amount paid for the land (purchase price) is fully refundable should there be any litigation on the land. All monies being refunded will be paid without interest.
- 6. Should the Purchaser change his/her decision and decide to withdraw from the purchase within the first month, 90% of all deposits made for the purchase of the land will be refunded. Beyond one month of purchase, only 80% of monies paid will be refunded. In the case of all refundable monies, the company would respond to official requests within a period of 12weeks.
- The Developer charges GHC 150 per plot for the demarcation and erection of short pillars after the indenture is ready.

8. In the case of a plot purchased on installment basis ( payment plan option),

-should there be a default for two months (2), the purchaser will be relocated further inside the site at the discretion of the developer -should there be a default for more than three months (3), the developer has the right to take back the property (plot) and refund all monies paid withholding 20% as penalty fees to the purchaser. In this case, the repayment will be done within twelve (12) weeks.

- purchaser will also pay a penalty of GHC 100 for every month of default.

## Sample Short-term Lease Agreement

This agreement is between \_\_\_\_\_\_(landowner) and \_\_\_\_\_\_(tenant), for the lease of certain parcels of land for the purpose of \_\_\_\_\_\_[describe agricultural purpose(s) and operation].

 The parcel(s) contained in this agreement are is/described as follows: [parcel location, acreage, bounds, features, condition, etc.]

except as terminated earlier according to the provisions below.

to

3. The tenant agrees to pay a lease fee to the landowner of \$\_\_\_\_\_ per acre or \$\_\_\_\_\_\_ total, per year. The tenant agrees to pay such sum at the beginning of the lease term and on the anniversary thereof unless otherwise mutually agreed. A late penalty of up to []%/month may be assessed on all late payments. This lease fee may be renegotiated annually.

 Permitted Uses: The tenant is permitted all normal activities associated with the above purposes, including but not limited to:

The tenant agrees to employ standard best management practices. It shall not be considered a default of this Lease if weather or other circumstance prevents timely practices or harvesting.

Prohibited Uses: The tenant shall not, unless by mutual agreement to the contrary, engage in any of the following activities on said parcel(s):

6. The tenant agrees to prepare an annual management plan for review by the landlord, complete annual soil testing, and apply amendments as indicated at his/her own expense. The tenant agrees to proper disposal of trash and waste. The tenant further agrees:

The [landowner/tenant] agrees to pay all taxes and assessments associated with this parcel.

## **Purchase Agreement**

f	State of	, the legal description of	of which
	, viate vi	, the legal description of	
pon the following	terms and conditions:		
	Conditions of Payment		
he purchase price s	shall be	Dollars (\$	) to be
aid in accordance v	with subparagraph	, below:	100000
Cash: The pi	urchase price shall be paid in	n its entirety in cash at the time of closing the	sale.
sale subject payable in n exceed above then	ct, however, to Purchase _days after the acceptance o ot less than% financing. If se	irchase price shall be paid in cash at the time er's ability to obtain a first mortgage f this offer by Seller in the amount of \$ monthly installments, including interest at uch financing cannot be obtained within the t may terminate this agreement and any ea	loan within t a rate not to ime specified
the sale aft under the e original an \$	ter deducting from the pure existing mortgage in favor o mount of \$as of	e purchase price shall be paid in cash at the ti chase price the then outstanding balance du f, dated, ; of such mortgage debt is a , 20	ue and owing 20, in the pproximately
the sale aft under the e original an \$ • Cash with A of the closin due and dated \$ assumes an purchaser si fees require • Sale by Lan contract att payment to	ter deducting from the pure existing mortgage in favor of mount of \$as of as of Assumption of Existing More ing of the sale after deduction owing under the exist , 20, , 20, , as of and agrees to pay in accord shall pay any and all payment ed by the mortgage shall be ind Contract: The purchase tached hereto and incorport be made at the time of close	a purchase price shall be paid in cash at the till chase price the then outstanding balance du f, dated, ; of such mortgage debt is a , 20 tgage: The purchase price shall be paid in cash ng from the purchase price the then outstan isting mortgage in favor of having a present balance of a f, 20, which the purch ance with its terms and to perform all of its the coming due after the closing of the sale. paid by the price shall be paid in accordance with the prated into this contract by this reference sing this sale shall be \$ and the	ae and owing 20 in the pproximately th at the time ading balance pproximately haser hereby ts provisions; Any transfer
the sale aft under the e original an \$ • Cash with A of the closin due and dated \$ assumes an purchaser si fees require • Sale by Lan contract att payment to \$	ter deducting from the pure existing mortgage in favor of mount of \$as of as of Assumption of Existing More ing of the sale after deduction owing under the exist , 20, , 20, as of and agrees to pay in accord shall pay any and all payment ed by the mortgage shall be ind Contract: The purchase tached hereto and incorport be made at the time of close shall be paid at the rate	e purchase price shall be paid in cash at the till chase price the then outstanding balance du f, dated, dated	ae and owing 20 in the pproximately th at the time ading balance pproximately haser hereby ts provisions; Any transfer certain land . The down
the sale aft under the e original an \$* • Cash with A of the closin due and dated\$ assumes an purchaser si fees require • Sale by Lan contract att payment to \$ armest Money Dep	ter deducting from the pure existing mortgage in favor of mount of \$as of as ofas of as of filler deducting owing under the existing Mort owing under the exist owing under the exist owing under the exist owing and all payment and agrees to pay in accord thall pay any and all payment ad by the mortgage shall be and Contract: The purchase tached hereto and incorport be made at the time of close shall be paid at the rate posit	a purchase price shall be paid in cash at the till chase price the then outstanding balance du f, dated, ; of such mortgage debt is a , 20 tgage: The purchase price shall be paid in cash ng from the purchase price the then outstan isting mortgage in favor of having a present balance of a f, 20, which the purch ance with its terms and to perform all of its the coming due after the closing of the sale. paid by the price shall be paid in accordance with the prated into this contract by this reference sing this sale shall be \$ and the	a and owing 20, in the pproximately th at the time oding balance pproximately haser hereby ts provisions Any transfer certain land . The down he balance of

precluded from asserting any other legal or equitable remedy, which may be available to enforce this agreement.

deposit shall be forfeited as and for liquidated damages suffered by Seller. Seller is not, however,

seq. (b) No later than May 1 of each year, Dominion shall prepare and submit to the Administrative Committee the estimated Project-related equipment and materials. (a) Unless otherwise agreed by the Parties, the Administrative Committee shall hold regular meetings no less frequently than quarterly. 5.5 Operation and Maintenance. 5.9 NERC Reliability Standards. Subject to the terms and conditions of this Agreement (including TrAILCo's rights pursuant to Section 12.2(b)), Dominion shall operate and maintain the Transmission Line in accordance with the PJM Agreements. and applicable Law. Dominion shall periodically revise any such annual plan as reasonably necessary; provided, however, that Dominion. 12.2 Exclusive Remedies. (d) Each Representative shall serve on the Administrative Committee until his or her successor shall be duly appointed or until his or her death, resignation or removal by the Party that appointed him or her. In-Service Date: The date on which the Transmission Line is energized other than for test purposes. (c) No later than October 1 of each year, Dominion shall prepare and submit to the Administrative Committee the proposed Annual Budget for the following calendar year, including a reconciliation of the proposed capital expenditures with those estimated for the same period pursuant to Section 6.3(b). a. For the period pursuant to Section 6.3(b). 15.8 Severability. All Rights-of-Way other than New Rights-of-Way, REC Rights-of-Way and Existing Rights-of-Way shall be procured in the names of both Parties as joint owners with tenancy-in-common interests. Hathaway Effective: January 31, 2010 Vice President Transmission Issued on: January 29, 2010 PJM Interconnection, L.L.C. Original Sheet No. 33 FERC Electric Tariff Sixth Revised Volume No. 1 Original Service Agreement No. 2405 (b) such Party fails to perform any other material obligation required pursuant to this Agreement, which failure continues for thirty (30) days after notice of such failure; or (c) such Party suffers a Change of Control as a result of which, the financial capability of such Party to perform its obligations under this Agreement is materially and adversely affected. Defaulting Party: Section 12.1. Development Costs: All costs and expenses reasonably incurred by a Party (excluding any reimbursement and indemnity payments from one Party to the other pursuant to this Agreement) in accordance with Good Utility Practice in order to develop the Transmission Line, but excluding any costs incurred in connection and procurement of material, equipment and the Rights-of-Way, and the construction of the Transmission Line, but excluding any costs incurred in connection with the negotiation of the MOU or this Agreement. (c) Within five (5) Business Days of the Effective Date, each Party shall notify the other Party in writing of the identity and contact information for one Representative and one alternate appointed by it. (a) Unless otherwise agreed by the Parties, the arbitrator(s) for any Dispute shall render a decision within ninety (90) days of the agreement to arbitrate such Dispute and shall notify the Parties in writing of such decision and the reasons therefor. (g) A Party may exercise any rights described in this Section 6.8 through an agent, employee or consultant designated in writing, including any accountant, engineer or attorney. When the Parties have agreed to the accuracy of such statement, each Party shall sign such statement and release the other Party from any and all claims under this Agreement; provided, however, that the Parties shall retain: (a) their respective interests, in accordance with their respective interests, in accordance with their respective interests, in accordance with their respective interests, in any portion of any contingency reserves that are not required to meet liabilities in respect of the Project; and (b) their respect of the Project; and either Party in the event that any contingency reserves are insufficient to meet liabilities in respect of the Project; and either Party in the event that any contingency reserves are insufficient to meet liabilities in respect of the Project; and either Party pays a greater percentage of any excess liability than is represented by its Ownership Share. 4.4 Arbitration Decisions. In making such election, each Party agrees and shall state that the income derived by it from the operation of the Transmission Line or otherwise in connection with the Joint Property or this Agreement can be adequately determined without the computation of partnership taxable income. b. Any notice of a meeting shall include the proposed date, location and agenda for such meeting. Management of the Project is fully reserved to a committee (the "Administrative Committee"), one of whom shall be appointed by each Party. All such Governmental Approvals shall, to the maximum extent permitted by applicable Law, be obtained in the names of both Parties; provided, however, that Dominion may acquire New Rights-of-Way in its name so long as all such New Rights-o Administrative Committee. (a) Except as provided in Section 5.1(b), Dominion shall be responsible for preparing, filing and diligently prosecuting applications for all Governmental Approvals required to acquire the Rights-of-Way. Hathaway Effective: January 31, 2010 Vice President Transmission Issued on: January 29, 2010 PJM Interconnection, L.L.C. Original Service Agreement No. 2405 4.5 Costs. No Party shall have the right to share, in whole or in part, the income and profits from, or be responsible for the losses and expenses with respect to, the other Party's Ownership Share in the Joint Property. Hathaway Effective: January 29, 2010 PJM Interconnection, L.L.C. Original Sheet No. 13 FERC Electric Tariff Sixth Revised Volume No. 1 Original Service Agreement No. 2405 2.2 Joint Ownership. (c) An Indemnified Person shall have the right, at its option (but not the obligation), to be represented by advisory counsel of its own selection and at its own expense and to monitor the progress and handling of an indemnified Third Person shall have the right. on the TrAILCo line will each contain 48 fibers. Each Party shall have the right to use the Joint Property as permitted pursuant to this Agreement. Hathaway Title: Vice President Transmission Issued by: Scot C. The Parties shall continue to perform under this Agreement during the pendency of any Dispute. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, notwithstanding that all of the Parties are not signatories to the original or to the same counterpart. To the maximum extent permitted by applicable Law, each Party hereby releases and forever discharges the other Party and its Representative(s) from all liabilities based on a breach or violation of any fiduciary duty or duty of loyalty. Bankruptcy Event: With respect to a Party: (a) the appointment of a receiver, liquidator or trustee for such Party; (b) such Party; (b) such Party; (b) such Party becomes insolvent, makes an assignment for the benefit of creditors or admits in writing its inability to pay and its receiver, liquidator or trustee for such Party; (b) such Party; (b) such Party becomes insolvent, makes an assignment for the benefit of creditors or admits in writing its inability to pay and its receiver, liquidator or trustee for such Party; (b) such Party; (b) such Party becomes insolvent, makes an assignment for the benefit of creditors or admits in writing its inability to pay and its receiver, liquidator or trustee for such Party; (b) such Party; (c) its debts generally as they become due; or Issued by: Scot C. ARTICLE 2 RELATIONSHIP OF THE PARTIES 2.1 Joint Development. All 72 fibers (36 x 2) from the TrAILCo line, with the remaining TrAILCo as spares. Confidential Information: Any information that is appropriately marked as "CONFIDENTIAL" and provided by a Disclosing Party to a Recipient pursuant to this Agreement, including any of the following kinds of information, if so marked: (a) business operations, customer technology and risk management information; (b) personnel, benefits and human resource information; (c) information regarding information; (e) supplier and vendor information; (f) information; (g) supply chain information; (g) information; (k) pricing information, formulae and formulations; (l) technical and product specifications, equipment descriptions, plans, layouts, drawings and computer programs; (m) assembly, quality control, installation and operating procedures; (n) operating or maintenance manuals, instructions and other user documentation; and (o) technical and marketing information, designs and data; provided, however, that notwithstanding the foregoing, Confidential Information shall not apply to, information by the Recipient at the time of receipt of the information by the Recipient from the Disclosing Party; (ii) is or becomes available to the industry without confidentiality restrictions or is in the public domain other than as a result of a disclosure by the Recipient from a third party was not subject to any confidentiality obligation to the Disclosing Party; Issued by: Scot C. Governmental Authority: Any federal, state, county, municipal or local governmental, executive, legislative, administrative, regulatory, judicial, public or statutory department, body, instrumentality, agency, ministry, court, commission, bureau, board, or other governmental authority having jurisdiction over all or any portion of the Joint Property or a Party (in connection with the Joint Property). (a) The initial Project cost estimate is set forth on Exhibit B. Hathaway Effective: January 31, 2010 Vice President Transmission Issued on: January 29, 2010 PJM Interconnection, L.L.C. Original Sheet No. 19 FERC Electric Tariff Sixth Revised Volume No. 1 Original Service Agreement No. 2405 (d) Each Party or any of its Affiliates, that it shall not: (i) oppose the right of the other Party or any of its Affiliates to participate in any regulatory proceedings concerning the Project; (ii) file any pleading or other document in any such proceedings without first giving the other Party a reasonable opportunity to review and commental Authority or its personnel concerning the Project without providing the other Party with reasonable advance notice of the proposed communication and a reasonable opportunity to participate therein, except to the extent provided however, that TrAILCo acknowledges that Dominion has initiated condemnation actions with respect to certain Rights-of-Way prior to the Effective Date. FERC: The Federal Energy Regulatory Commission and any successors thereto. Rights-of-Way, easements and other interests in real property on which the Transmission Line is or will be built, including New Rights-of-Way, Existing Rights-of-Way. In the event of a Change of Control of a Party, such Party shall provide evidence, to the reasonable satisfaction of the other Party, that all Governmental Approvals required in connection with such Change of Control have been obtained and do not contain conditions that would reasonably be expected to materially and adversely affect such other Party's Ownership Share of the Joint Property or its rights under this Agreement. Lawyers with backgrounds working on co-ownership agreements work with clients to help. ARTICLE 3 ADMINISTRATIVE COMMITTEE 3.1 Establishment. (e) Subject to the terms and conditions of this Agreement, Dominion shall be responsible for the maintenance of the Rights-of-Way in accordance with Good Utility Practice. Confidential Information obtained pursuant to this Section 6.8 shall be subject to the provisions of Article 14. In the event TrAILCo acquires any Rights-of-Way to encroach on any Dominion-owned Rights-of-Way to the extent reasonably necessary in connection with the design, engineering, construction, ownership, operation, maintenance, repair and/or replacement of the Transmission Line or for other uses related to the Project. 14.5 Duration. (b) The Mortgaging Party shall provide the Non-Mortgaging Party shall provide the Non-Mortgaging Party with: (i) written notice of any such Mortgage not less than twenty (20) days in advance of the execution of such Mortgage; and (ii) written notice specifying the name, address and contact information for the mortgagee. (c) Except to the extent provided otherwise herein, any arbitration hereunder shall be conducted in accordance with the Commercial Arbitration Rules of the AAA. Hathaway Effective: January 31, 2010 Vice President Transmission Issued on: January 29, 2010 PJM Interconnection, L.L.C. Original Sheet No. 11 FERC Electric Tariff Sixth Revised Volume No. 1 Original Sheet No. 11 FERC Electric Tariff Sixth Revised Volume No. 1 Original Sheet No. 11 FERC Electric Tariff Sixth Revised Volume No. 1 Original Sheet No. 11 FERC Electric Tariff Sixth Revised Volume No. 1 Original Sheet No. 11 FERC Electric Tariff Sixth Revised Volume No. 1 Original Sheet No. 11 FERC Electric Tariff Sixth Revised Volume No. 1 Original Sheet No. 11 FERC Electric Tariff Sixth Revised Volume No. 1 Original Sheet No. 11 FERC Electric Tariff Sixth Revised Volume No. 1 Original Sheet No. 11 FERC Electric Tariff Sixth Revised Volume No. 1 Original Sheet original grantors of the REC Rights-of-Way to TrAILCo in accordance with the terms of such Rights-of-Way to TrAILCo in accordance with the terms of the Assignment Agreement. (a) Upon a default pursuant to Section 12.1(a), the Non-Defaulting Party shall, as its exclusive remedy, have the right, but not the obligation, for so long as such failure remains uncured, to pay all or any portion of such undisputed amount of such undisputed amount required to be reimbursed, the "Additional Contribution") and at the option of the Non-Defaulting Party: (i) to recover from the Defaulting Party the amount of the Additional Contribution with interest accrued at the Defaulting Party until it is repaid in full (or, in the event the Defaulting Party fails to reimburse the Non-Defaulting Party for an expense incurred, from the date the Defaulting Party was obligated to reimburse the Non-Defaulting Party for such expense until it is reimbursed in full); or (ii) to elect to have such Additional Contribution (in which case Section 12.2(a)(i) shall not apply), in which case the Ownership Shares of the Parties shall be adjusted to reflect the nominal contributions of the Parties, including the Additional Contribution (without interest) made by the Non-Defaulting Party and the Defaulting Party and the Defaulting Party in order to effect and deliver such further documents and instruments are may be reasonably requested by the Non-Defaulting Party shall execute and deliver such further documents and instruments are may be reasonably requested by the Non-Defaulting Party shall execute and deliver such further documents are may be reasonably requested by the Non-Defaulting Party shall execute and deliver such further documents are may be reasonably requested by the Non-Defaulting Party shall execute and deliver such further documents are may be reasonably requested by the Non-Defaulting Party shall execute and deliver such further documents are may be reasonably requested by the Non-Defaulting Party shall execute and deliver such further documents are may be reasonably requested by the Non-Defaulting Party shall execute and deliver such further documents are may be reasonably requested by the Non-Defaulting Party shall execute and deliver such further documents are may be reasonably requested by the Non-Defaulting Party shall execute and deliver such further documents are may be reasonably requested by the Non-Defaulting Party shall execute and deliver such further documents are may be reasonably requested by the Non-Defaulting Party shall execute and deliver such further documents are may be reasonably requested by the Non-Defaulting Party shall execute and deliver such further documents are may be reasonably requested by the Non-Defaulting Party shall execute and deliver such further documents are may be reasonably requested by the Non-Defaulting Party shall execute and deliver such further documents are may be reasonably requested by the Non-Defaulting Party shall execute and deliver such further documents are may be reasonably requested by the Non-Defaulting Party shall execute and deliver such further documents are may be rea reduction in the Defaulting Party's Ownership Share. ARTICLE 11 TERM AND TERMINATION 11.1 Term. However, a Party whose performance under this Section 5.2 is hindered by an event of Force Majeure shall make all reasonable efforts to perform its obligations hereunder. Without limiting the generality of the foregoing, the Administrative Committee shall have the power to: (a) approve any development, operating or capital budget for the Project, including any change thereto or expenditure in excess thereof; and (b) request a Party to provide any report regarding the Project as the Administrative Committee deems necessary and appropriate. Hathaway Effective: January 31, 2010 Vice President Transmission Issued on: January 29, 2010 PJM Interconnection, L.L.C. Original Sheet No. 52 FERC Electric Tariff Sixth Revised Volume No. 1 Original Service Agreement No. 2405 EXHIBIT A EXISTING RIGHTS-OF-WAY Issued by: Scot C. MOU: The Recitals. 14.3 Obligation with Respect to Third Parties. Accordingly, each Party hereby agrees that it will use commercially reasonable efforts to timely comply with any such reasonable requests from lenders. VIRGINIA ELECTRIC AND POWER COMPANY By: /s/ Scot C. In the event any such provision of this Agreement is so held prohibited or unenforceable, the Parties shall, within ten (10) days of such holding, commence to renegotiate in good faith new provisions to restore this Agreement as nearly as possible to its original intent and effect. TrAILCo shall remit payment for such invoice. The income and profits produced by each Party's undivided Ownership Share in the Joint Property shall belong solely to such Party. TrAILCo's rights to the Existing Rights-of-Way are non-exclusive and Dominion expressly reserves to itself and its successors and assigns the right to further convey, transfer, or assignment may infringe on TrAILCo's use of the Existing Rights-of-Way in any manner permitted pursuant to the terms of this Assignment or the Joint Ownership Agreement. 2.7 Tax Election. If there is a recovery under any insurance policy, the premiums for which are paid jointly by the Parties. Ownership Shares. The Parties agree that no adequate remedy at law exists for a breach or threatened breach of any of the provisions of this Article 14, the continuation of which, if not remedied, would cause the Disclosing Party to suffer irreparable harm. (a) For any Dispute referred to arbitration, the Parties may attempt to agree on a single neutral arbitrator to resolve such Dispute; provided, however, that if the Parties fail to agree on such a single arbitrator within ten (10) days of their agreement to arbitrators, one of whom shall be resolved by arbitrator within ten (10) days of their agreement to arbitrate. selected by agreement of the two (2) Party-selected arbitrators. 2. If minutes of the previous Administrative Committee meeting; provided, however, that a failure to provide proposed minutes shall not render a meeting notice ineffective; and provided further, that the five (5) Business Day notice period shall be waived: (i) by attendance of a Representative at a meeting (except Issued by: Scot C. Dominion shall keep TrAILCo reasonably apprised of the status of its efforts to acquire any New Rights-of-Way after the Effective: January 31, 2010 Vice President Transmission Issued on: January 29, 2010 PJM Interconnection, L.L.C. Original Sheet No. 43 FERC Electric Tariff Sixth Revised Volume No. 1 Original Service Agreement No. 2405 #82 located approximately 340 feet northwest of Dominion's existing structure number 580/57 located at N 38° 53' 19.9", W 78° 05' 32,2" in Warren County, Virginia to a new structure (No. 535/382) to be located approximately 1930 feet southeast of existing structure number 580/60 located at N 38° 52' 39.6", W 78° 05' 23.9" in Fauquier County, Virginia (the "Appalachian Trail Portion"), which shall be owned by Dominion; and (f) any transmission line extending from the Meadow Brook Substation to the Western Demarcation, which shall be owned by TrAILCo. The eastern-most structure of this portion of transmission line shall be a dead-end structure located at N 38° 53' 22.5", W 78° 05' 35.0". For purposes of this definition and the definition of "Controlling Parent," "control" of a Person, including the terms "controls," "is controlled by," and "under common control with," means the possession, directly through one or more intermediaries, of: (a) a voting interest of more than fifty percent (50%) in such Person; or (b) the power to either (i) elect a majority of the directors (or Person, whether through the ownership of securities or partnership, membership or other ownership interests, by contract, by operation of law or otherwise. 5.6 Standard of Care. Neither Party shall have any obligation to offer to the other Party or any Affiliate thereof the right to participate therein. Issued by: Scot C. Each Party shall be responsible for its costs incurred in connection with any informal dispute resolution or arbitration; provided, however, that the cost of a third arbitrator or a single arbitrator selected jointly by the Parties shall be shared equally by the Parties. The liability of each Party hereunder or with respect to the Project shall be shared equally by the Parties and not joint or collective. If: (a) there is any change to applicable Laws having a material impact upon the effectiveness or enforceability of any provision of this Agreement; (b) this Agreement is not approved or accepted for filing by the FERC without modification or condition; (c) PJM prevents, in whole or in part, either Party from performing any provision of this Agreement in accordance with its terms; (d) any PJM Agreement is modified in a manner that materially affects a Party's performance or ability to perform its obligations under this Agreement; or (e) either Party ceases to be a "Transmission Owner" in PJM as that term is defined in the PJM OATT, the Parties shall negotiate in good faith to amend this Agreement or to take other appropriate action so as to protect each Party's interest in this Agreement. DISPUTE RESOLUTION 4.1 Informal Dispute Resolution. Indemnifying Party: Section 9.1(a). Hathaway Effective: January 29, 2010 PJM Interconnection, L.L.C. Original Sheet No. 35 FERC Electric Tariff Sixth Revised Volume No. 1 Original Service Agreement No. 2405 (f) disclosures required by Governmental Authorities, including disclosures required pursuant to: (i) the Securities Act of 1933 and the rules and regulations promulgated thereunder; (ii) any state securities Laws, or (iv) any national securities exchange or automated quotation system; and (g) disclosures that a Recipient is legally compelled to make by deposition, interrogatory, request for documents, subpoena, civil investigative demand, order of a court of competent jurisdiction or similar process, or otherwise by applicable Law; provided, however, that the Recipient shall disclose only that portion of Confidential Information that, in the opinion of its legal counsel, is legally required to be disclosed; and provided further, that prior to any such disclosure, the Recipient shall, to the extent legally permissible: (i) provide the Disclosing Party with notice of such requirements so that the Disclosing Party may seek a protective order or other appropriate remedy; (ii) consult with the Disclosing Party on the advisability of taking steps to resist or narrow any compelled disclosures; and (iii) reasonably cooperate with the Disclosing Party if it attempts to obtain a protective order or other appropriate remedy or assurance that confidential treatment will be afforded the Confidential Information. Each Recipient shall take reasonable measures to require that all Persons to whom the Recipient discloses Confidential Information, including their respective directors, officers, employees, agents and contractors, comply with the requirements of this Article 14. Hathaway Effective: January 31, 2010 Vice President Transmission Issued on January 29, 2010 PJM Interconnection, L.L.C. Original Sheet No. 28 FERC Electric Tariff Sixth Revised Volume No. 1 Original Service Agreement No. 2405 (c) Notwithstanding anything to the contrary in Sections 9.1(a) and 9.1(b), neither Party shall be obligated to indemnify the other with respect to any Losses related to or resulting from: (i) any action by a Party if such action was approved by the Administrative Committee and was implemented in accordance with Good Utility Practice; or (ii) any inaction by a Party if such inaction was expressly approved by the Administrative Committee. Transmission Zone and the remainder of the Transmission Line traverses Dominion's PJM Transmission Zone. Dickens Name: Rodney L. Dominion has acquired additional grantee interests in certain rights-of-way, easements and other interests in certain rights-of-way. Rappahannock Electric Cooperative (the "REC Rights-of-Way," as identified on Exhibit B attached herein by reference). Without limiting the generality of the foregoing, no later than October 1 of each year, Dominion shall Issued by: Scot C. (c) The decision of the arbitrator(s) shall be final, binding and conclusive as to the Parties, and may be entered at FERC or in any court of competent jurisdiction. Hathaway Effective: January 29, 2010 PJM Interconnection, L.L.C. Original Sheet No. 10 FERC Electric Tariff Sixth Revised Volume No. 1 Original Service Agreement No. 2405 Ownership Share: The undivided, tenant-in-common interest of a Party in the Joint Property, which initially shall be fifty percent (50%) with respect to TrAILCo, as such interest may be adjusted pursuant to Section 12.2(a)(ii). Hathaway Effective: January 31, 2010 Vice President Transmission Issued on: January 29, 2010 PJM Interconnection, L.L.C. Original Sheet No. 49 FERC Electric Tariff Sixth Revised Volume No. 1 Original Service Agreement No. 2405 g. Disclosing Party: A Party or any of such Party's Affiliates that discloses Confidential Information to a Recipient. ARTICLE 5 DEVELOPMENT, OPERATION AND MAINTENANCE 5.1 Governmental Approvals. 6.8 Books and Records. Hathaway Effective: January 31, 2010 Vice President Transmission Issued on: January 29, 2010 PJM Interconnection, L.L.C. Original Service Agreement No. 2405 ARTICLE 7 REPRESENTATIONS AND WARRANTIES 7.1 Representations and Warranties of the Parties. VIRGINIA ELECTRIC AND POWER COMPANY, doing business as Dominion Virginia Power, a Virginia corporation By: COMMONWEALTH OF VIRGINIA CITY/COUNTY OF , to-wit: The foregoing instrument was acknowledged before me this 2010 by day of of Virginia Electric and Power Company, doing business as Dominion Virginia Power, a Virginia corporation, on behalf of said entity. 2.5 No Partition. Any attempted Transfer by a Party of its Ownership Share in the Joint Property other than in strict compliance with the terms of this Agreement, shall be, and is hereby declared, null and void ab initio. Dominion hereby represents and warrants to TrAILCo, to the best of its knowledge, that as of the Effective Date: a. Hathaway Effective: January 29, 2010 Issued by: Scot C. Reg. Business Day: Any day other than Saturday, or any day on which banks located in Richmond, Virginia are authorized or obligated to close. Hathaway Effective: January 31, 2010 Vice President Transmission Issued on: January 29, 2010 PJM Interconnection, L.L.C. Original Sheet No. 50 FERC Electric Tariff Sixth Revised Volume No. 1 Original Service Agreement No. 2405 IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first written above. 5.2 Engineering, Design and Construction of Transmission Line. In the event of any litigation regarding this Assignment, the prevailing party shall be entitled to reasonable attorneys' fees and costs. Non-Transferring Party: Section 10.2(a). Governmental Approval: Any license, certificate, permit, franchise, order, approval, determination or authorization from a Governmental Authority that is necessary for the engineering, design, construction, ownership, operation or maintenance of the Transmission Line. (e) Each Party shall cause its Representative to act reasonably in matters under consideration by the Administrative Committee, including the approval of budget estimates, Annual Budgets and the Project Budget. Invoicing Party: A Party in its capacity as the issuer of an invoice for any amount owed pursuant to this Agreement. Accordingly, this Assignment and the rights and interests granted herein shall be perpetual in nature and shall run with the land. Dominion: The preamble to this Agreement. Dickens Title: President Issued by: Scot C. The Transmission Line shall run from Dominion's new structure # 535/191 located at N 38° 53' 22.5", W 78° 05' 35.0" (the "Western Demarcation"), excluding the Appalachian Trail Portion (as defined below). (b) Without limiting the generality of Section 9.1(a), Dominion shall indemnify, defend and hold harmless TrAILCo, its Affiliates, and their respective officers, directors, employees and agents from and against any charges, assessments, fines or penalties assessed as a result of Dominion's failure to operate or maintain the Transmission Line in accordance with Good Utility Practice; provided, however, that for any period during which TrAILCo has assumed Dominion's obligation to operate and maintain the Transmission Line pursuant to Section 12.2(b), TrAILCo shall (without limiting any remedies to which it may otherwise be entitled) indemnify, defend and hold harmless Dominion, its Affiliates, and their respective officers, directors, employees and agents from and against any charges, assessments, fines or penalties assessed as a result of TrAILCo's failure to operate or maintain the Transmission Line in accordance with Good Utility Practice. (a) Each Representative shall be an individual knowledgeable and experienced in electric power transmission matters and qualified to make informed decisions in connection with the development, operation and maintenance of the Transmission Line, including being knowledgeable and experienced with respect to NERC requirements. ARTICLE 14 CONFIDENTIALITY 14.1 Confidentiality Obligation. If you want to protect your investment in case anything should happen, you'll need this contract. For co-owning a business, the agreement can cover many things, including how profits and losses are shared, what happens if one person wants to sell his or her share, or whether any shares can be transferred in the future. (c) Notwithstanding anything to the contrary in this Agreement, TrAILCo hereby consents to Dominion's Ownership Share of the Joint Property being subject to the terms and conditions of the VEPCO Mortgage and agrees that Dominion shall not be required to provide TrAILCo with notice of any future amendment or supplement to the VEPCO Mortgage. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. This Agreement shall become effective Date and shall remain in effect until the earliest to occur of: (a) the decommissioning of the Transmission Line and their respective successors and permitted assigns. Agreement by mutual agreement of the Parties; or (c) the ownership by one Party of a one hundred percent (100%) Ownership Share of the Joint Property. Each Party may, by written notice to the other Party, for any reason or no reason, remove and replace any Representative or alternate appointed by it. In the event any Existing Rights-of-Way, REC Rights-of-Way or New Rights-of-Way have not been identified on Exhibits A, B or C, respectively, Dominion shall: (i) execute and record such agreements and other documentation (including a revised version of the applicable exhibit) as may be reasonably required to identify such Rights-of-Way and evidence the assignment thereof to TrAILCo in accordance with the terms hereof; and (ii) take any other actions required to assign, and to evidence the assignment of, such Rights-of-Way as early as reasonably possible. c. (b) TrAILCo shall provide Dominion with written notice of any Development Costs and O&M Costs incurred by TrAILCo in connection with the Project (excluding amounts payable to Dominion pursuant to this Agreement), and its payments and contributions related thereto. 11.3 Release. 15.7 Entire Agreement. Duncan, Esquire Tax Map/Parcel ID Nos.: ASSIGNMENT OF EASEMENTS AND RIGHTS-OF-WAY THIS ASSIGNMENT OF EASEMENTS AND RIGHTS-OF-, 2010 (the "Effective Date"), by and between VIRGINIA ELECTRIC AND POWER COMPANY, doing business as Dominion Virginia corporation ("Dominion", or "Grantor" for indexing purposes), and TRANS-ALLEGHENY INTERSTATE LINE COMPANY, WAY (the "Assignment"), is made and entered into this day of a Virginia corporation ("TrAILCo", or "Grantee" for indexing purposes). Third Party Claim: A claim, demand, cause of action or proceeding made or brought by a Person that is not a Party. 15.2 Business Opportunities. Effective Date: January 31, 2010 or such other date as shall be determined by FERC to be the effective date of this Agreement. TrAILCo: The preamble to this Agreement. Exhibit 10.4 PJM Interconnection, L.L.C. EXECUTION COPY FERC Electric Tariff Sixth Revised Volume No. 1 Original Service Agreement No. 2405 JOINT OWNERSHIP AGREEMENT between TRANS-ALLEGHENY INTERSTATE LINE COMPANY and VIRGINIA ELECTRIC AND POWER COMPANY for A PORTION OF THE 500 KV MEADOWBROOK TO LOUDOUN TRANSMISSION LINE Issued by: Scot C. Recipient: A Party, an Affiliate thereof or any of their respective managers, directors, officers, employees or agents, in each case, that receives Confidential Information. 3. Dominion shall: (i) use commercially reasonable efforts to obtain all other Required Consents, which consents shall be enforceable by TrAILCo; and otherwise reasonably acceptable to Dominion and TrAILCo; and (ii) without limiting its obligations pursuant to clause (i) of this Section 6(a), use commercially reasonably acceptable to Dominion and TrAILCo; and (ii) without limiting its obligations pursuant to clause (i) of this Section 6(a), use commercially reasonably acceptable to Dominion and TrAILCo; and (ii) without limiting its obligations pursuant to clause (i) of this Section 6(a), use commercially reasonably acceptable to Dominion and TrAILCo; and (ii) without limiting its obligations pursuant to clause (i) of this Section 6(a), use commercially reasonably acceptable to Dominion and TrAILCo; and (iii) without limiting its obligations pursuant to clause (i) of this Section 6(a), use commercially reasonably acceptable to Dominion and TrAILCo; and (ii) without limiting its obligations pursuant to clause (i) of this Section 6(a), use commercially reasonably acceptable to Dominion and TrAILCo; and (ii) without limiting its obligations pursuant to clause (i) of this Section 6(a), use commercially reasonably acceptable to Dominion and TrAILCo; and (ii) without limiting its obligations pursuant to clause (i) of this Section 6(a), use commercially reasonably acceptable to Dominion and TrAILCo; and (iii) without limiting its obligations pursuant to clause (i) of this Section 6(a), use commercially reasonably acceptable to Dominion and TrAILCo; and (iii) without limiting its obligations pursuant to clause (i) of the section 6(a), use commercially reasonably acceptable to Dominion and TrAILCo; and (iii) without limiting its obligations pursuant to clause (i) of the section 6(a), use commercially reasonably acceptable to Dominion and TrAILCo; and (iii) without limiting its obligations pursuant to clause (i) of the section 6(a), use commercially reasonable to Dominion and traditions pursuant to clause (i) of the section 6(a), use commercially reasonable to Dominion and traditio consent shall be in form and substance reasonably acceptable to Dominion and TrAILCo. b. 3.3 Meetings. Any amounts not paid by a Non-Invoicing Party when due shall accrue interest at the Prescribed Rate for the first thirty (30) days from the date due, and at the Default Rate thereafter, until the date paid; provided, however, that no interest shall be owed with respect to disputed amounts paid into an escrow account pursuant to Section 6.6 and later determined to have been owed. The Joint development, construction, ownership, operation and maintenance of the Transmission Line. 15.5 Waiver or Delay. 5.4 Interconnections. Additional Documentation; Further Assurances. Fiber entering the splice from the TrAILCo. The Transmission Line will include the fiber entering the splice from the Appalachian Trail Portion. the rights-of-way, easements and other interests in real property identified on Exhibit C represent all of the interests in real property on which the Transmission Line will be built that were acquired by Dominion, or were the subject of a condemnation action commenced by Dominion, or were the subject of a condemnation action commenced by Dominion. shall be shared equally by the Parties. The Administrative Committee shall not have authority to determine any matter concerning the Project; provided, however, that the Administrative Committee shall not have authority to modify or amend this Agreement. 5.8 Monthly Reports. Hathaway Effective: January 31, 2010 Vice President Transmission Issued on: January 29, 2010 PJM Interconnection, L.L.C. Original Service Agreement No. 2405 8.2 No Consequential Damages. Hathaway Effective: January 31, 2010 Vice President Transmission Issued on: January 29, 2010 PJM Interconnection, L.L.C. Original Sheet No. 30 FERC Electric Tariff Sixth Revised Volume No. 1 Original Service Agreement No. 2405 (b) provides the following to the transferee; (ii) if applicable, notice address and contact information for the transferee; (iii) the transferee ratification of this Agreement and confirmation that the representations and warranties by the Transferring Party and the transferre that: (A) the Transferring Party and the transferre that: (A) the Transferring Party and the transferre that: (A) which such Transferring Party or the transferee is bound; and (v) evidence, to the reasonable satisfaction of the Non-Transferring Party, that: (A) the transferre is financially capable of performing its obligations under this Agreement, and (B) all requisite Governmental Approvals to such Transferring Party, that: Approvals do not contain conditions that would reasonably be expected to materially and adversely affect the Non-Transferring Party's Ownership Share of the Joint Property or its rights under this Agreement; and (c) executes such documents as the Non-Transferring Party's Ownership Share of the Joint Property or its rights under this Agreement; and (c) executes such documents as the Non-Transferring Party's Ownership Share of the Joint Property or its rights under this Agreement; and (c) executes such documents as the Non-Transferring Party's Ownership Share of the Joint Property or its rights under this Agreement; and (c) executes such documents as the Non-Transferring Party's Ownership Share of the Joint Property or its rights under this Agreement; and (c) executes such documents as the Non-Transferring Party's Ownership Share of the Joint Property or its rights under this Agreement; and (c) executes such documents as the Non-Transferring Party's Ownership Share of the Joint Property or its rights under this Agreement; and (c) executes such documents as the Non-Transferring Party's Ownership Share of the Joint Property or its rights under this Agreement; and (c) executes such documents as the Non-Transferring Party's Ownership Share of the Joint Party (s) and (c) executes such documents as the Non-Transferring Party (s) and (c) executes such documents as the Non-Transferring Party (s) and (c) executes such documents as the Non-Transferring Party (s) and (c) executes such documents as the Non-Transferring Party (s) and (c) executes such documents as the Non-Transferring Party (s) and (c) executes such documents as the Non-Transferring Party (s) and (c) executes such documents as the Non-Transferring Party (s) and (c) executes such documents as the Non-Transferring Party (s) and (c) executes such documents as the Non-Transferring Party (s) and (c) executes such documents as the Non-Transferring Party (s) and (c) executes such documents as the Non-Transferring Party (s) and (c) executes such documents as the Nonobligation to pay liabilities accruing on or prior to the date of such Transfer. D. 10.2 Transfer Restrictions. Hathaway Effective: January 29, 2010 PJM Interconnection, L.L.C. Original Sheet No. 53 FERC Electric Tariff Sixth Revised Volume No. 1 Original Service Agreement No. 2405 EXHIBIT B REC RIGHTS-OF-WAY Issued by: Scot C. Any amounts invoiced by an Invoicing Party that are paid by the Non-Invoicing Party to the Invoicing Party to the Invoicing Party to the Invoicing Party that are paid by such Non-Invoicing Party until the date repaid. Existing Rights-of-Way. Hathaway Effective: January 29, 2010 Vice President Transmission Issued on: January 29, 2010 PJM Interconnection, L.L.C. Original Sheet No. 12 FERC Electric Tariff Sixth Revised Volume No. 1 Original Sheet No. 12 Interpretation. 13.2 Insurance Recovery. Subject to the other provisions of Article 14, the following disclosures and uses of Confidential Information are permitted: (a) disclosures that are reasonably necessary in connection with obtaining financing, provided that each Person to whom such Confidential Information is disclosed to such Person; (c) disclosures to an Affiliate if such Affiliate if such Affiliate if such Affiliate if such Person; agrees in writing to abide by the terms of this Article 14; (e) disclosures to a contractor or consultant of a Party if such Person agrees in writing to abide by the terms of this Article 14; Issued by: Scot C. ARTICLE 13 INSURANCE; CASUALTY EVENTS 13.1 Insurance Coverage. The costs associated with the preparation of such financial statements shall be shared equally by the Parties. The Parties' addresses and facsimile numbers are: If to Dominion: Dominion: Dominion: Dominion Resources, Inc. Each Party agrees that it will not take, and it will cause its Affiliates not to take, and it will cause its Affiliates not to take, and it will cause its Affiliates not to take, and it will not take, and it will cause its Affiliates not to take, and it will cause its Affiliates not take, and its Aff shall preclude a Party from exercising any rights expressly granted it under this Agreement or taking any action (or having its Affiliates take any action) with respect to any other transmission Line. 10.5 No Release. Each Party acknowledges that from time to time the other Party may borrow funds from third parties, which borrowing(s) may be secured, directly or indirectly, by such other Party's Ownership Share in the Joint Property and/or this Agreement, and that the lenders may require the borrowing Party, by such other Party's Ownership Share in the Joint Property and/or this Agreement, and that the lenders may require the borrowing Party to obtain information and/or certifications from the other Party's Ownership Share in the Joint Property and/or this Agreement, and that the lenders may require the borrowing Party to obtain information and/or certifications from the other Party's Ownership Share in the Joint Property and/or this Agreement, and that the lenders may require the borrowing (s) may be secured, directly or indirectly of the secured of t

the Person that controls (directly or indirectly) such Party but is not itself controlled by any Person. Except as expressly set forth herein, there are no other representations, understandings or agreements between the parties with respect to the subject matter hereof. Any notices shall be made in accordance with the provisions of the Joint Ownership Agreement. Hathaway Effective: January 31, 2010 Vice President Transmission Issued on: January 29, 2010 PJM Interconnection, L.L.C. Original Service Agreement No. 2405 6.6 Payment Disputes. Party or Parties: The preamble to this Agreement. All resolutions within the Administrative Committee's power are binding on both Parties as from the effective date of such resolution and each Party is obligated to carry each resolution into effect in accordance with its terms. The validity and interpretation of this Agreement shall be governed by and construed in accordance with resolution and each Party is obligated to carry each resolution and each Party each resolution and eac when not in conflict with or preempted by federal Law, the Law of the Commonwealth of Virginia without reference to the choice of law principles thereof. Dominion acknowledges and agrees that the Existing Rights-of-Way are all perpetual in nature and run with the land. Miscellaneous Terms. (a) Each Party shall maintain complete and accurate books, records and accounts related to the Project, including all documentation of transactions related to the Project that are required to be maintained by applicable Law. Dominion shall promptly notify TrAILCo if it discovers that any Existing Rights-of-Way REC Rights-of-Way or New Rights-of-Way have not been identified by Dominion or are not properly identified on Exhibits A, B or C, respectively. (b) The Indemnifying Party shall diligently, competently and in good faith control and conduct the defense of any Third Party Claim as to which the indemnifying Party shall diligently, competently and in good faith control and conduct the defense of any Third Party Claim as to which the indemnifying Party shall diligently, competently and in good faith control and conduct the defense of any Third Party Claim as to which the indemnifying Party shall diligently, competently and in good faith control and conduct the defense of any Third Party Claim as to which the indemnifying Party shall diligently, competently and in good faith control and conduct the defense of any Third Party Claim as to which the indemnifying Party shall diligently, competently and in good faith control and conduct the defense of any Third Party Claim as to which the indemnifying Party shall diligently, competently and in good faith control and conduct the defense of any Third Party Shall diligently, competently and in good faith control and conduct the defense of any Third Party Shall diligently, competently and in good faith control and conduct the defense of any Third Party Shall diligently, competently and in good faith control and conduct the defense of any Third Party Shall diligently, competently and in good faith control and conduct the defense of any Third Party Shall diligently, competently and in good faith control and conduct the defense of any Third Party Shall diligently, competently and in good faith control and conduct the defense of any Third Party Shall diligently, competently and in good faith control and conduct the defense of any Third Party Shall diligently, competent and conduct the defense of any Third Party Shall diligently, competent and conduct the defense of any Third Party Shall diligently, competent and conduct the defense of any Third Party Shall diligently, competent an however, that the Indemnifying Party may not settle or compromise any such Claim without the Indemnified Person(s) from any and all liability with respect thereto and do not impose any obligations on any Indemnified Person. Person: An individual, Governmental Authority or other legal entity, including a corporation, joint stock company, business trust, general or limited liability company. f. (d) If, during any period when a Party is subject to a Bankruptcy Event, a proposed meeting of the Administrative Committee islands. called and such Party has failed to designate a Representative or its Representative is unwilling or unable to participate in the proposed meeting may proceed without the attendance of such Party's Representative and such Party shall not be entitled to vote its Ownership Share at such meeting. No Party shall hold itself out to any Person as a partner of, or principal trustee or agent for, the other Party, except to the extent expressly authorized in Article 5. Any modifications, amendments or changes to this Agreement shall be binding upon the Parties only if unanimously agreed upon in writing by the Parties. The following rules of construction shall apply when interpreting this Agreement to Articles, Sections, Exhibits and Schedules refer to Articles, Sect convenience only, do not constitute any part of this Agreement," "hereby," hereby," he "this Section" refers only to the Section hereof in which such words occur; (d) the word "including" (in its various forms) means "including without limitation"; (e) pronouns in masculine or feminine genders shall be construed to include the singular and plural; (g) each Exhibit and Schedule hereto is incorporated into this Agreement by reference as if such Exhibit or Schedule were set forth in its entirety herein; (h) unless otherwise indicated, the word "day" shall refer to a calendar day; and (i) no term of this Agreement shall be construed in favor of, or against, a Party as a consequence of one Party having had a greater role in the preparation or drafting of this Agreement, but shall be construed as if the language were mutually drafted by both Parties with full assistance of counsel. [REMAINDER OF PAGE INTENTIONALLY BLANK] Issued by: Scot C. Each of the following, if committed by a Party (the "Defaulting Party") shall constitute a default hereunder: (a) such Party fails to pay when due any undisputed amount owed pursuant to this Agreement, which failure continues for thirty (30) days after notice of such non-payment; Issued by: Scot C. Annual Budget: Each annual budget of Project-related capital and operating costs, in a form acceptable to, and as approved by, the Administrative Committee. Each Party shall grant (or shall cause its Affiliates to grant) such access to its or their transmission facilities. (b) The fair market value of the Existing Rights-of-Way shall be determined by a single, independent appraiser designated by the Parties; provided, however, that if the Parties cannot agree upon such an appraiser who shall determine such fair market value. The invalidity or unenforceability of any particular provision of the Assignment shall not effect the other provisions hereof and the Assignment shall be construed in all respects as if such invalid or unenforceable provision was omitted. He/She is personally known to me or produced as identification. Such proposed Annual Budget shall be subject to the approval of the Administrative Committee. Accordingly, each Party shall be entitled, in addition to any other remedies that may be available to it, to equitable relief and specific performance without a requirement to post any bond or other financial assurance with respect thereto. 15.13 Renegotiation (e) Any action required or permitted to be taken at a meeting of the Administrative Committee may be taken without a vote, but with prior notice, if a consent or consents in writing, setting forth the action so taken, is signed by the Representatives. necessary for the development, construction, ownership, operation and maintenance of the Transmission Line. Neither Party or any of its Affiliates in connection with this Agreement, the Project or the exercise, granting or withholding of its voting, consent or approval rights under this Agreement. ARTICLE 8 LIMITATION OF LIABILITY; RISK OF LOSS 8.1 Several Liability. Dominion, while reserving for itself all rights of-Way, hereby assigns to TrAILCo the Existing Rights-of-Way, such that Dominion and TrAILCo shall own the Existing Rights-of-Way as tenants-in-common with undivided interests in accordance with their respective Ownership Shares, subject only to the limitations of Section 2(b). (c) Meetings of the Administrative Committee may be held in person or by means of conference telephone, videoconference telephone, videoco in such meetings can effectively communicate with each other. Hathaway Effective: January 31, 2010 Vice President Transmission Issued on: January 29, 2010 PJM Interconnection, L.L.C. Original Sheet No. 22 FERC Electric Tariff Sixth Revised Volume No. 1 Original Sheet No. 22 FERC Electric Tariff Sixth Revised Volume No. 1 Original Sheet No. 2405 6.2 Compensation for Existing Rights-of-Way. Defined Terms. Hathaway Effective: January 31, 2010 Vice President Transmission Issued on: January
29, 2010 PJM Interconnection, L.L.C. Original Service Agreement No. 2405 (c) a petition for bankruptcy, reorganization, liquidation or arrangement pursuant to federal bankruptcy law, or similar state law is filed by or against, or consented to or acquiesced in by, such Party, and, in the case of an involuntary petition, such 2010 PJM Interconnection, L.L.C. Original Sheet No. 45 FERC Electric Tariff Sixth Revised Volume No. 1 Original Service Agreement No. 2405 EXHIBIT C FORM OF ASSIGNMENT OF EASEMENTS AND RIGHTS-OF-WAY Prepared by and Return to: McGuire Woods LLP 101 West Main Street Suite 9000 Norfolk, Virginia 23510 Attn: Karen L. 6.7 Party-Specific Taxes. 120 Tredegar Street, Riverside, 5th Floor Richmond, VA 23219 Attn: Scot C. Consents to Assignment. A co-ownership agreement is a legal document between two or more people who are the joint owners of property or asset. (a) Within a reasonable time after receipt by any Indemnified Person of any Third Party Claim as to which the indemnity provided for in Section 9.1 may apply, such Indemnifying Party in writing of such fact; provided, however, that delay in notifying Party is indemnifying Party shall not relieve such Party of its indemnifying Party in writing of such fact; provided for in Section 9.1 may apply, such Indemnifying Party is indemnifying Party shall not relieve such Party of its indemnifying Party is indemnifying Party in writing of such fact; provided, however, that delay in notifying Party is indemnifying Party in writing of such fact; provided for in Section 9.1 may apply, such Indemnifying Party is indemnifying Party index (b) Each Party shall: (i) be responsible for the preparation and filing of applications seeking all Governmental Approvals. (e) Payment by a Party of an invoice shall not constitute a waiver by such Party of any of of its rights to dispute or challenge such invoice. (e) Each Party shall, upon the request of the other Party, promptly provide such other Party is seek and obtain recovery of any costs related to the Project or to perform any of its obligations under this Agreement. A Dispute Notice shall describe in reasonable detail the Dispute and the positions of the Parties with respect thereto. Hathaway Effective: January 31, 2010 Vice President Transmission Issued on: January 29, 2010 PJM Interconnection, L.L.C. Original Sheet No. 37 FERC Electric Tariff Sixth Revised Volume No. 1 Original Service Agreement No. 2405 15.3 Not for Benefit of Third Parties. 10.3 Change of Control. Dominion shall fulfill the obligations of a NERC "Transmission Owner" with respect to the Transmission Line. Appalachian Trail Portion Exhibit A. (a) Each Party (an "Indemnifying Party") shall, to the fullest extent permitted by applicable Law, indemnify, defend and hold harmless the other Party, its Affiliates, and their respective officers, directors, employees and agents (each, an "Indemnifying Party") shall, to the fullest extent resulting from any Third Party (at each, and "Indemnifying Party") shall, to the fullest extent resulting from any Third Party (at each, and "Indemnifying Party") shall, to the fullest extent resulting from any Third Party (at each, at each Claim based on: (i) the breach of this Agreement by the Indemnifying Party related to the Project. This Agreement constitutes the entire agreement among the Parties pertaining to the subject matter hereof and supersedes all prior agreements, representations and understandings, written or oral, pertaining thereto. Default Rate: An interest rate equal to the greater of: (a) the prime rate as published from time to time in The Wall Street Journal (or any successor publication) plus five percent (5%); or (b) eighteen percent (18%); but in no case higher than the highest rate permitted by applicable state usury Law. (d) Dominion shall periodically propose revisions to the Project Eudget and Annual Budget(s) as reasonably necessary based on changes in anticipated Project-related costs and expenses; provided, however, that: (i) Dominion shall promptly notify TrAILCo of material changes to any anticipated costs and expenses; and (ii) all revisions to the Project Budget or any Annual Budget or any Annual Budget shall be subject to the approval of the Administrative Committee. Dominion, while reserving for itself and its successors and assigns all rights and benefits granted to it pursuant to the REC Rights-of-Way and the New Rights-of-Way, hereby assigns to TrAILCo the REC Rights-of-Way and the New Rights-of-Way acquired by Dominion after the Effective Date), such that: (a) Dominion after the Effective Date), such that: (a) Dominion and TrAILCo shall own the REC Rights-of-Way and New Rights-of-Way as tenants-in-common with undivided interests in accordance with their respective Ownership Shares; and (b) Dominion and TrAILCo shall have equal rights, benefits and interests in and to the REC Rights-of-Way and the New Rights-of-Way and desirable. 15.6 Counterparts. the rights-of-way, easements and other interests in real property identified on Exhibit A representative shall have authority to act on behalf of, and to bind, the Party that appointed him or her. Upon the expiration or termination of this Agreement, this Agreement, this Agreement and remedies that have arisen or accrued to either Party prior to such expiration or termination, or any obligations or liabilities that have arisen or accrued before such expiration or termination and that expressly survive such Issued by: Scot C. Force Majeure does not include: (a) a failure of performance that is due to an affected Party's own negligence or intentional wrongdoing; (b) any removable or remediable causes (other than settlement of a strike or labor dispute) which an affected Party fails to remove or remedy within a reasonable time; or (c) economic hardship of an affected Party. 15.4 Governing Law. e. If a Non-Invoicing Party with a reasonably detailed written explanation of the basis of the dispute; and the basis of the dispute all or any portion of an invoicing Party with a reasonably detailed written explanation of the basis of the dispute; and the basis of the basis of the dispute; and the basis of the dispute; and the basis and (b) pay (or have previously paid) the disputed amount either to the Invoicing Party (which payment shall automatically be subject to a reservation of its right to obtain reimbursement of amounts determined not to be owed) or, at its option, into an interest bearing escrow account; provided, however, that in the event the Non-Invoicing Party pays any disputed amounts into an escrow account shall be established by the Non-Invoicing Party at an independent financial institution and under terms, both of which are reasonably acceptable to the Party determined to be entitled to such funds no later than five (5) Business Days after resolution of the dispute. 15.12 Successors and Assignment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows: 1. ARTICLE 10 TRANSFER 10.1 General Restrictions. Hathaway Effective: January 29, 2010 PJM Interconnection, L.L.C. Original Sheet No. 36 FERC Electric Tariff Sixth Revised Volume No. 1 Original Service Agreement No. 2405 ARTICLE 15 GENERAL PROVISIONS 15.1 Public Announcements. In the event TrAILCo procures any Rights-of-Way to encroach on any Dominion-owned Rights-of-Way to the extent reasonably necessary in connection with the design, engineering, construction, ownership, operation, maintenance, repair and/or replacement of the Transmission Line or for other uses related to the Project; and (ii) reasonably cooperate with the other Party in the Governmental Approval process; provided, however, that a Party shall not be obligated pursuant to this Section 5.1(c) to disclose such Confidential Information: (A) by applicable Law; (B) by any Governmental Authority; or (C) pursuant to the express terms of this Agreement. Hathaway Effective: January 31, 2010 Vice President Transmission Issued on: January 29, 2010 PJM Interconnection, L.L.C. Original Service Agreement No. 2405 11.2 Final Accounting and Settlement. All accounting records pertaining to the Project shall be maintained on the basis of a fiscal year that is the calendar year. A Representative may call a special meeting of the Administrative Committee on not less than five (5) Business Days advance notice; provided, however, that meetings to address one or more matters deemed by such Representative to be of an emergency nature may be held on twenty-four (24) hours advance notice. The debts, obligations and liabilities of each Party pursuant to this Agreement or otherwise, shall be solely the debts, obligations and liabilities of such Party (which may be allocated to the Parties based on their respective Ownership Shares pursuant to the terms of this Agreement). 15.10 Further Assurances for Financing. (a) Dominion shall use commercially reasonable efforts to procure all Rights-of-Way). The Parties do not intend to create, and this Agreement shall not be construed to create, a partnership or joint venture between the Parties. (d) An Indemnified Person shall also have the right, at its option (but not the obligation), with counsel of its own choosing, to assume the defense of such Third Party Claim against it if the Indemnifying Party fails to: (i) diligently and in good faith control and conduct the defense of such Third Party Claim; or (ii) acknowledge in writing its responsibility (subject to its rights pursuant to Section 9.2(e)) to indemnify against such Third Party Claim. (a) Dominion shall perform all design, engineering, bid specification, installation, management and all other activities necessary for the development of the Transmission Line; provided, however, that the Transmission Line shall be designed with optical ground wire (shield wires) that will be segmented to reduce losses. Hathaway Effective: January 29, 2010 PJM
Interconnection, L.L.C. Original Sheet No. 48 FERC Electric Tariff Sixth Revised Volume No. 1 Original Service Agreement No. 2405 6. Hathaway Effective: January 31, 2010 Vice President Transmission Issued on: January 29, 2010 PJM Interconnection, L.L.C. Original Sheet No. 7 FERC Electric Tariff Sixth Revised Volume No. 1 Original Service Agreement No. 2405 (iv) was independently developed without access to information provided by the Disclosing Party; (v) was or is furnished by the Disclosing Party to a third party without confidentiality restricted by this Agreement in the conduct, individually or jointly with others, for its own account, of any Affiliates' Outside Activities, and neither Party nor its Affiliates shall have any duty or obligation under this Agreement, express or implied, fiduciary or otherwise, to account to, or to share the results or profits of such Affiliates' Outside Activities. Patton, Deputy General Counsel Fax: 724.838.6797 For purposes of this Agreement, the date on which any notice, request, statement, payment or other communication by facsimile) shall be the date on which it is received by the recipient. Each Party agrees that a breach or threatened breach by it of the provisions of this Article 10 would cause irreparable injury to the other Party for which monetary damages and other remedies at law are inadequate due in part to: (i) the uniqueness of the Joint Property and the relationship among the Parties. Specialties: Commercial Real Estate Law, Contract Negotiation, Procurement, Lease/Buy/Sell Transactions, Business Consultations, Team Leadership, and Economic Development The Indemnifying Party's expense) such documents as may be reasonably necessary to establish, by way of subrogation, the ability of the Indemnifying Party to assert such defenses, claims, cross-claims or other matters. Subject to the limitations set forth in Section 12.2, each Party shall be entitled to any remedies it may have in equity or at law, including remedies provided pursuant to the Federal Power Act, with respect to a Dispute or upon a default hereunder. On or before May 15, 2007, Dominion has acquired the grantee interests in real property on which the Transmission Line will be built (the "Existing Rights-of-Way," as identified on Exhibit A attached hereto and incorporated herein by reference). My commission expires: (AFFIX SEAL) Registration #: Issued by: Scot C. (b) To the extent requested by a Party, the other Party shall use commercially reasonable efforts to assist and cooperate with such requesting Party with respect to: (i) a claim for exemption from a Party-Specific Tax that relates to the ownership, operation, use or maintenance of any Joint Property; (ii) the filing of any tax return or the payment of any Party-Specific Taxes (other than any income or franchise Taxes) that relate to the ownership, operation, use or maintenance of any Joint Property or the provision of services with respect to any such Joint Property; and (iii) above. Dominion and TrAILCo have entered into that certain Joint Ownership Agreement dated January 29, 2010 (as it may be amended from time to time, the "Joint Ownership Agreement"). Subject to the limitations set forth in Section 4.2, nothing contained in this Agreement shall preclude either Party from exercising its rights under Federal Power Act Sections 205 and 206 to file for a change in any rate, term, condition or service provided under this Agreement. Hathaway Effective: January 31, 2010 Vice President Transmission Issued on: January 29, 2010 PJM Interconnection, L.L.C. Original Sheet No. 9 FERC Electric Tariff Sixth Revised Volume No. 1 Original Sheet No. 9 FERC Electric Tariff Sixth Revised Volume No. 1 Original Sheet No. 9 FERC Electric Tariff Sixth Revised Volume No. 1 Original Sheet No. 9 FERC Electric Tariff Sixth Revised Volume No. 1 Original Sheet No. 9 FERC Electric Tariff Sixth Revised Volume No. 1 Original Sheet No. 9 FERC Electric Tariff Sixth Revised Volume No. 1 Original Sheet No. 9 FERC Electric Tariff Sixth Revised Volume No. 1 Original Sheet No. 9 FERC Electric Tariff Sixth Revised Volume No. 1 Original Sheet No. 9 FERC Electric Tariff Sixth Revised Volume No. 1 Original Sheet No. 9 FERC Electric Tariff Sixth Revised Volume No. 1 Original Sheet No. 9 FERC Electric Tariff Sixth Revised Volume No. 1 Original Sheet No. 9 FERC Electric Tariff Sixth Revised Volume No. 1 Original Sheet No. 9 FERC Electric Tariff Sixth Revised Volume No. 1 Original Sheet No. 9 FERC Electric Tariff Sixth Revised Volume No. 1 Original Sheet No. 9 FERC Electric Tariff Sixth Revised Volume No. 1 Original Sheet No. 9 FERC Electric Tariff Sixth Revised Volume No. 1 Original Sheet No. 9 FERC Electric Tariff Sixth Revised Volume No. 1 Original Sheet No. 9 FERC Electric Tariff Sixth Revised Volume No. 1 Original Sheet No. 9 FERC Electric Tariff Sixth Revised Volume No. 1 Original Sheet No. 9 FERC Electric Tariff Sixth Revised Volume No. 1 Original Sheet No. 9 FERC Electric Tariff Sixth Revised Volume No. 1 Original Sheet No. 9 FERC Electric Tariff Sixth Revised Volume No. 1 Original Sheet No. 9 FERC Electric Tariff Sixth Revised Volume No. 1 Original Sheet No. 9 FERC Electric Tariff Sixth Revised Volume No. 1 Original Sheet No. 9 FERC Electric Tariff Sixth Revised Volume No. 1 Original Sheet No. 9 FERC Electric Tariff Sixth Revised Volume No. 1 Original Sheet No. 9 FERC Electric Tariff Sixth Revised Volume No. 1 Original Sheet No. 9 FERC Elect Continued Performance. Neither Party shall Transfer its Ownership Share in the Joint Property unless and until such Party (the "Transferring Party") and the transferee assumes all of the Transferring Party's obligations accruing after the date of such Transfer; Issued by: Scot C. 2.4 Disclaimer of Certain Duties. All material and equipment that will comprise the Transmission Line (including material and equipment that will comprise the Transmission Line (including material and equipment that will comprise the Transmission Line (including material and equipment that will comprise the Transmission Line (including material and equipment that will comprise the Transmission Line (including material and equipment that will comprise the Transmission Line (including material and equipment that will comprise the Transmission Line (including material and equipment that will comprise the Transmission Line (including material and equipment that will comprise the Transmission Line (including material and equipment that will comprise the Transmission Line (including material and equipment that will comprise the Transmission Line (including material and equipment that will comprise the Transmission Line (including material and equipment that will comprise the Transmission Line (including material and equipment that will comprise the Transmission Line (including material and equipment that will comprise the Transmission Line (including material and equipment that will comprise the Transmission Line (including material and equipment that will comprise the Transmission Line (including material and equipment that will comprise the Transmission Line (including material and equipment that will comprise the Transmission Line (including material and equipment that will comprise the Transmission Line (including material and equipment that will comprise the Transmission Line (including material and equipment that will comprise the Transmission Line (including material and equipment that will comprise the Transmission Line (including material and equipment that will comprise the Transmission Line (including material and equipment that will comprise the Transmission Line (including material and equipment that will comprise the Transmission L Ownership Shares. (b) Each Party and its Affiliates may engage in and possess interests in other business ventures of any and every type and description, independently or with others, including ones in competition with the other Party and its Affiliates or the Project. Each Party represents and warrants to the other Party as of the Effective Date that (a) it is duly incorporated, organized or formed (as applicable), validly existing and in good standing under the Laws of the jurisdiction of its principal place of business, if different from its jurisdiction of its incorporation, organization or formation; (b) if required by applicable Law, it is duly qualified and in good standing in the jurisdiction of its principal place of business, if different from its jurisdiction of its principal place of business, if different from its jurisdiction of its principal place of business. incorporation, organization or formation; (c) it has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder; and all necessary actions by the board of directors, shareholders, managers, members, partners, trustees, beneficiaries or other applicable Persons necessary for the due authorization, execution, delivery and performance of this Agreement by it have been duly taken; (d) it has duly executed and delivered this Agreement and any other documents contemplated herein to be executed as of the Effective Date, and they constitute the legal, valid and binding obligation of it enforceable against it in accordance with their terms (except as of the Effective Date, and they constitute the legal, valid and binding obligation of it enforceable against it in accordance with their terms (except as of the Effective Date, and they constitute the legal, valid and binding obligation of it enforceable against it in accordance with their terms (except as of the Effective Date, and they constitute the legal, valid and binding obligation of it enforceable against it in accordance with their terms (except as of the Effective Date, and they constitute the legal, valid and binding obligation of it enforceable against it in accordance with their terms (except as of the Effective Date, and they constitute the legal, valid and
binding obligation of it enforceable against it in accordance with their terms (except as of the Effective Date, and they constitute the legal, valid and binding obligation of it enforceable against it in accordance with their terms (except as of the Effective Date, and they constitute the legal, valid and binding obligation of it enforceable against it in accordance with their terms (except as of the Effective Date, and they constitute the legal, valid as of the Effective Date, and they constitute the legal, valid as of the Effective Date, and they constitute the legal, valid as of the Effective Date, and they constitute the legal, valid as of the Effective Date, and they constitute the legal, valid as of the Effective Date, and they constitute the legal, valid as of the Effective Date, and they constitute the legal, valid as of the effective Date, and they constitute the legal, valid as of the effective Date, and they constitute the effective Date, and they constitute the effective Date, and they may be limited by bankruptcy, insolvency or similar Laws pertaining to creditors' rights or by general principles of equity, regardless of whether considered at law or in equity); and (e) its authorization, execution, delivery and performance of this Agreement does not and will not conflict with, or result in a breach, default or violation of: (i) its organizational documents; (ii) any agreement to which it is a party or is otherwise bound (except to the extent any such conflict, breach, default or violation would not have a material adverse effect on its ability to perform its obligations hereunder); or (iii) any Law, order, judgment, decree, writ, injunction or arbitral award to which it is subject. The Parties shall own the Joint Property as tenants-in-common with undivided interests in accordance with their respective Ownership Shares. (a) Each Party (the "Mortgage shall: (i) impair or encumber, or be deemed to encumber, the Ownership Share of the other Party (the "Non-Mortgaging Party"), or (ii) permit partition of any Joint Property, including in connection with a default under any financing agreements. ARTICLE 9 INDEMNIFICATION 9.1 General Indemnity. Hathaway Effective: January 31, 2010 Vice President T January 29, 2010 PJM Interconnection, L.L.C. Original Sheet No. 23 FERC Electric Tariff Sixth Revised Volume No. 1 Original Service Agreement No. 2405 (e) In the event a Party makes an expenditure or otherwise incurs a cost that is not provided for in an approved Project Budget or Annual Budget, such Party shall promptly notify the other Party of such expenditure or cost. PJM: PJM Interconnection, L.L.C., dated as of June 2, 1997, as amended from time to time; (b) the Consolidated Transmission Owner Agreement dated as of December 15, 2005, as amended from time to time; and (c) the PJM OATT. Hathaway Effective: January 31, 2010 Vice President Transmission Issued on: January 29, 2010 PJM Interconnection, L.L.C. Original Service Agreement No. 2405 JOINT OWNERSHIP AGREEMENT This Joint Ownership Agreement (the "Agreement") is made and entered into this 29th day of January, 2010, by and between Trans-Allegheny Interstate Line Company ("TrAILCo"), a corporation organized under the laws of the Commonwealth of Virginia and the State of Maryland, and Virginia Electric and Power ("Dominion"), a corporation organized under the laws of the Commonwealth of Virginia. 5.7 Cooperation. If, despite commercially reasonable efforts, Dominion is unable to procure such Rights-of-Way. TrAILCo may, but shall not be obligated to, procure such Rights-of-Way. make all reasonable efforts to perform its obligations hereunder. Party-Specific Tax: Any Tax that is: (a) under applicable Law, associated with reference to the income or receipts of a Party, including federal and state income taxes and/or state franchise taxes. Non-Invoicing Party: The Party that receives an invoice from an Invoicing Party. The Party that receives an invoice from an Invoicing Party. The Party that receives an invoice from an Invoicing Party. The Party that receives an invoice from an Invoicing Party. The Party that receives an invoice from an Invoicing Party. The Party that receives an invoice from an Invoicing Party. The Party that receives an invoice from an Invoicing Party. The Party that receives an invoice from an Invoicing Party. The Party that receives an invoice from an Invoicing Party. The Party that receives an invoice from an Invoicing Party. Sixth Revised Volume No. 1 Original Service Agreement No. 2405 where such attendance is for the express purpose of objecting to the transaction of any business on the grounds that such meeting is not lawfully called or convened); or (ii) if agreed to in writing by all of the Representatives. Affiliates' Outside Activities: Section 15.2(c). 7. 4.7 FERC Jurisdiction. The two optical ground wires (shield wires) on the Appalachian Trail Portion will each contain 36 fibers. 3.4 Voting. ARTICLE 6 COSTS 6.1 Development, Operating and Maintenance Costs. It is the intention of the parties that the laws of the Commonwealth of Virginia govern the validity of this Assignment, the construction of its terms, and the interpretation of the rights and duties of the parties. (b) For each month ending after the Effective Date, each Party shall provide to the other Party: (i) a good faith estimate (without supporting documentation) of Development Costs and O&M Costs, if any, to be incurred by such Party during such month no later than the twentysecond (22nd) day of such month or, if such day is not a Business Day; and (ii) an updated, good faith estimate of such costs (without supporting documentation) no later than three (3) Business Day; and (ii) an updated, good faith estimate of such costs (without supporting documentation) no later than three (3) Business Day; and (ii) an updated, good faith estimate of such costs (without supporting documentation) no later than three (3) Business Day; and (ii) an updated, good faith estimate of such costs (without supporting documentation) no later than three (3) Business Day; and (ii) an updated, good faith estimate of such costs (without supporting documentation) no later than three (3) Business Day; and (ii) an updated, good faith estimate of such costs (without supporting documentation) no later than three (3) Business Day; and (ii) an updated, good faith estimate of such costs (without supporting documentation) no later than three (3) Business Day; and (ii) an updated, good faith estimate of such costs (without supporting documentation) no later than three (3) Business Day; and (ii) an updated, good faith estimate of such costs (without supporting documentation) no later than three (3) Business Day; and (ii) an updated, good faith estimate of such costs (without support (3) Business Day); and (3) Business Day to Third Parties. Each Party shall carry and maintain in force insurance coverage of such types, in such amounts and with such named insureds and loss payees as the Parties shall agree upon in writing from time to time. 14.4 Remedy. A Transferring Party for all reasonable costs and expenses incurred by such Non-Transferring Party in connection with the Transmission Issued on: Issued on: Issued on: Page ARTICLE 1 DEFINITIONS; INTERPRETATION 5 1.1 Definitions 5 1.2 Interpretation 12 ARTICLE 2 RELATIONSHIP OF THE PARTIES 12 2.1 Joint 2010 PJM Interconnection, L.L.C. Original Sheet No. 1 FERC Electric Tariff Sixth Revised Volume No. 1 Original Service Agreement No. 2405 TABLE OF CONTENTS Development 12 2.2 Joint Ownership 13 2.3 No Partnership 13 2.4 Disclaimer of Certain Duties 13 2.5 No Partition 13 2.6 Liability to Third Parties 13 2.7 Tax Election 13 ARTICLE 3 ADMINISTRATIVE COMMITTEE 13 3.1 Establishment 13 3.2 Representatives 14 3.3 Meetings 14 3.4 Voting 15 3.5 Powers and Responsibilities 16 ARTICLE 4 DISPUTE RESOLUTION 16 4.1 Informal Dispute Resolution 16 4.2 Arbitration Procedures 17 4.4 Arbitration Procedures 17 4.5 Costs 18 4.6 Continued Performance 18 4.7 FERC Jurisdiction 18 ARTICLE 5 DEVELOPMENT, OPERATION AND MAINTENANCE 18 5.1 Governmental Approvals 18 5.2 Engineering, Design and Construction of Transmission Line 19 5.3 Rights-of-Way 20 5.4 Interconnections 20 5.5 Operation and Maintenance 20 5.6 Standard of Care 21 Issued by: Scot C. Each Party shall elect, pursuant to Section 761(a) of the Code and the regulations promulgated thereunder to exclude this Agreement and all undertakings pursuant to this Agreement with respect to the Joint Property from all of the provisions of Subchapter K, Chapter 1, Subtitle A of the Code. 9.4 Subrogation. Any sale, transfer, encumbrance or partition by a Party of any Rights-of-Way other than as contemplated by this Assignment shall be governed by the Joint Ownership Agreement. Hathaway Effective: January 31, 2010 Vice President Transmission Issued on: January 29, 2010 PJM Interconnection, L.L.C. Original Service Agreement No. 2405 12.3 Available Remedies. Transfer: A sale, transfer, conveyance, assignment, exchange or other disposition by a Party of its Ownership Share in the Joint Property; provided, however, that a Transfer shall not include: (a) a conversion of a Party into another type of entity; (b) a distribution of a Section of a Mortgage Before any distribution is made pursuant to Section 11.2 or any Party is required to contribute funds to cover any liabilities, Dominion shall prepare or cause to be prepared a final settlement statement showing all costs paid or accrued by the Parties and all initial working capital advances and repayments made by the Parties. Each Party agrees to undertake all acts and execute all further agreements, documents as may reasonably be required to give effect to the purpose of this Agreement. Hathaway Effective: January 31, 2010 Vice President Transmission Issued on: January 29, 2010 PJM Interconnection, L.L.C. Original Sheet No. 41 FERC Electric Tariff Sixth Revised Volume No. 1 Original Service
Agreement as of the date first written above. This Agreement is intended to be solely for the benefit of the Parties, their successors and permitted assignees and the Indemnified Persons and is not intended to and shall not confer any rights of-Way, Which charge for the use of such Existing Rights-of-Way, TrAILCo shall pay Dominion a one-time charge for the use of such Existing Rights-of-Way, which charge for the use of such Existing Rights-of-Way, which charge for the use of such Existing Rights-of-Way, TrAILCo shall pay Dominion a one-time charge for the use of such Existing Rights-of-Way, which charge for the use of such Existing Rights-of-Way, which charge for the use of such Existing Rights-of-Way, TrAILCo shall pay Dominion a one-time charge for the use of such Existing Rights-of-Way, TrAILCo shall pay Dominion a one-time charge for the use of such Existing Rights-of-Way, TrAILCo shall pay Dominion a one-time charge for the use of such Existing Rights-of-Way, TrAILCo shall pay Dominion a one-time charge for the use of such Existing Rights-of-Way, TrAILCo shall pay Dominion a one-time charge for the use of such Existing Rights-of-Way, TrAILCo shall pay Dominion a one-time charge for the use of such Existing Rights-of-Way, TrAILCo shall pay Dominion a one-time charge for the use of such Existing Rights-of-Way, TrAILCo shall pay Dominion a one-time charge for the use of such Existing Rights-of-Way, TrAILCo shall pay Dominion a one-time charge for the use of such Existing Rights-of-Way, TrAILCo shall pay Dominion a one-time charge for the use of such Existing Rights-of-Way, TrAILCo shall pay Dominion a one-time charge for the use of such Existing Rights-of-Way a such Existin shall be equal to fifty percent (50%) of the greater of the price Dominion paid for, or the fair market value of, the portion of such Existing Rights-of-way, easements and other interests in real property identified on Exhibit B represent all of the interests in real property on which the Transmission Line will be built that were conveyed to Dominion by REC; and c. Do you need help with an co-ownership agreement? Post a project in ContractsCounsel's marketplace to get free bids from lawyers to draft, review, or negotiate co-ownership agreement? Post a project in ContractsCounsel's marketplace to get free bids from lawyers to draft, review, or negotiate co-ownership agreement? Post a project in ContractsCounsel's marketplace to get free bids from lawyers to draft, review, or negotiate co-ownership agreement? partition of the Joint Property or any part or interest thereof or therein. This Assignment shall be binding upon the parties hereto and their respective successors and assigns. Hathaway Effective: January 31, 2010 Vice President Transmission Issued on: January 29, 2010 PJM Interconnection, L.L.C. Original Sheet No. 3 FERC Electric Tariff Sixth Revised Volume No. 1 Original Service Agreement No. 2405 ARTICLE 11 TERM AND TERMINATION 31 11.1 Term 31 11.2 Final Accounting and Settlement 32 11.3 Release 32 ARTICLE 12 DEFAULT; REMEDIES 32 12.1 Events of Default 32 12.2 Exclusive Remedies 33 12.3 Available Remedies 34 ARTICLE 13 INSURANCE; CASUALTY EVENTS 34 13.1 Insurance Recovery 34 ARTICLE 14 CONFIDENTIALITY 34 14.2 Permissible Disclosures 34 14.3 Obligation with Respect to Third Parties 35 14.4 Remedy 35 14.5 Duration 35 ARTICLE 15 GENERAL PROVISIONS 36 15.1 Public Announcements 36 15.2 Business Opportunities 36 15.3 Not for Benefit of Third Parties 37 15.4 Governing Law 37 15.5 Waiver or Delay 37 15.6 Counterparts 37 15.7 Entire Agreement 37 15.8 Severability 37 15.9 Notices 38 15.10 Further Assurances for Financing 38 15.11 Survival 38 15.12 Successors and Assigns 39 15.13 Renegotiation 39 EXHIBITS Exhibit A Description of Transmission Line Exhibit B Initial Project Cost Estimate Exhibit C Form of Assignment of Easements and Rights-of-Way Issued by: Scot C. Indemnified Person: Section 9.1(a). Additional Contribution: Section 12.1. Administrative Committee: Section 3.1. Affiliate: Any Person who, directly or indirectly, through one or more intermediaries, controlled by or is under common control with such Person. Non-Mortgaging Party: Section 10.5(a). Subject to the other provisions of this Agreement, the Parties agree to undertake the joint development of the Transmission Line, including the acquisition of the Rights-of-Way (other than the Existing Rights-of-Way and the REC Rights-of-Way) and the engineering, procurement and construction of the Transmission Line. (b) Unless otherwise specified by the express terms of this Agreement, when action or approval by the Administrative Committee is required or permitted: (i) such action or approval shall require the vote of at least seventy percent (70%) of the Ownership Shares then entitled to vote; and (ii) neither Party shall undertake any such action or purport to have received any such approval unless and until at least seventy percent (70%) of the Ownership Shares then entitled to vote; and (ii) neither Party shall undertake any such action or purport to have received any such approval unless and until at least seventy percent (70%) of the Ownership Shares then entitled to vote; and (ii) neither Party shall undertake any such approval unless and until at least seventy percent (70%) of the Ownership Shares then entitled to vote; and (ii) neither Party shall undertake any such action or purport to have received any such approval unless and until at least seventy percent (70%) of the Ownership Shares then entitled to vote; and (ii) neither Party shall undertake any such approval unless and until at least seventy percent (70%) of the Ownership Shares then entitled to vote; and (ii) neither Party shall undertake any such approval unless and until at least seventy percent (70%) of the Ownership Shares then entitled to vote; and (ii) neither Party shall undertake any such approval unless and until at least seventy percent (70%) of the Ownership Shares then entitled to vote; and (ii) neither Party shall undertake any such approval unless and until at least seventy percent (70%) of the Ownership Shares then entitled to vote; and (ii) neither Party shall undertake any such approval unless and until at least seventy percent (70%) of the Ownership Shares then entitled to vote; and (ii) neither Party shall undertake any such approval unless and until at least seventy percent (70%) of the Ownership Shares then entitled to vote; and (ii) neither Party shall undertake any such approval unless and until at least seventy percent (70%) of the Ownership Shares then entitled to vote; and (ii) neither Party shall undertake any such approximate the percent (70%) of the Ownership Shares then entitled to approval. (c) An Invoicing Party shall, no later than ten (10) Business Days after the end of each month ending after the Effective Date, submit an invoice to the Non-Invoicing Party for the Non-Invoicing Party for the Non-Invoicing Party for the Non-Invoicing Party shall, no later than ten (10) Business Days after the Effective Date, submit an invoice to the Non-Invoicing Party for the Nontogether with reasonable supporting documentation. Hathaway, Vice President Transmission Fax: 804.819.2343 with a copy to: Virginia Electric and Power Company 701 East Cary Street, OJRP 12th Floor Richmond, VA 23219 Attn: Bobby E. Western Demarcation: Exhibit A. Any capitalized term not otherwise defined herein shall have the meaning ascribed to such capitalized term in the Joint Ownership Agreement. (d) An arbitration decision itself, violated the standards set forth in the Federal Arbitration Act or the Administrative Dispute Resolution Act. (a) No later than thirty (30) days after the Effective Date, Dominion shall submit an invoice to TrAILCo for TrAILC rights, remedies and obligations set out in Article 8 (Limitation of Loss), Article 9 (Indemnification), Article 12 (Default; Remedies) and Article 12 (Default; Remedies) and Article 15 (General Provisions), shall survive in full force and effect the expiration or termination of this Agreement to the extent necessary to enable the Parties to exercise any of such accrued rights The obligations of the Parties under this Article 14 (including the obligations of any Transferring Party) shall terminate three (3) years after the expiration or termination of this Agreement. (d) At the option of either Party, any amount payable hereunder may be made by wire transfer. TrAILCo and Dominion shall be referred to herein individually as a "Party" and collectively as the "Parties". Non-Defaulting Party: Upon a default pursuant to Section 12.1, the Party other than the Defaulting Party. 2.3 No Partnership. (b) The arbitrators' authority shall be limited to interpreting the terms of this Agreement. For the purposes of this Agreement, the following capitalized terms shall have the meanings set forth below or in the provision of this Agreement specified below, regardless of any potential conflict between the meanings set forth in any agreements applicable to the Parties, including the PJM OATT. Every notice, request or other statement to be made or delivered to a Party pursuant to this Agreement shall be directed to the address or facsimile number given below or to such other address or facsimile number as the Party may designate from time to time. Federal Power Act: 16 U.S.C. §§ 824 et. Hathaway Effective: January 31, 2010 Vice President Transmission Issued on: January 29, 2010 PJM Interconnection L.L.C. Original Sheet No. 20 FERC Electric Tariff Sixth Revised Volume No. 1 Original Service Agreement No. 2405 5.3 Rights-of-Way shall be limited to use that is reasonably necessary in connection with the design, engineering, construction, ownership, operation, maintenance, repair and/or replacement of the Transmission Line or for other uses related to the Project. Hathaway Effective: January 29, 2010 PJM Interconnection, L.L.C. Original Sheet No. 31 FERC Electric Tariff Sixth Revised Volume
No. 1 Original Service Agreement No. 2405 10.6 Mortgage of Ownership Share. Hathaway Effective: January 31, 2010 Vice President Transmission Issued on: January 29, 2010 PJM Interconnection, L.L.C. Original Sheet No. 14 FERC Electric Tariff Sixth Revised Volume No. 1 Original Sheet No. 14 FERC Electric Tariff Sixth Revised Volume No. 1 Original Sheet No. 14 FERC Electric Tariff Sixth Revised Volume No. 1 Original Sheet No. 14 FERC Electric Tariff Sixth Revised Volume No. 1 Original Sheet No. 14 FERC Electric Tariff Sixth Revised Volume No. 1 Original Sheet No. 14 FERC Electric Tariff Sixth Revised Volume No. 1 Original Sheet No. 14 FERC Electric Tariff Sixth Revised Volume No. 1 Original Sheet No. 14 FERC Electric Tariff Sixth Revised Volume No. 1 Original Sheet No. 14 FERC Electric Tariff Sixth Revised Volume No. 1 Original Sheet No. 14 FERC Electric Tariff Sixth Revised Volume No. 1 Original Sheet No. 14 FERC Electric Tariff Sixth Revised Volume No. 1 Original Sheet No. 14 FERC Electric Tariff Sixth Revised Volume No. 1 Original Sheet No. 14 FERC Electric Tariff Sixth Revised Volume No. 1 Original Sheet No. 14 FERC Electric Tariff Sixth Revised Volume No. 1 Original Sheet No. 14 FERC Electric Tariff Sixth Revised Volume No. 1 Original Sheet No. 14 FERC Electric Tariff Sixth Revised Volume No. 1 Original Sheet No. 14 FERC Electric Tariff Sixth Revised Volume No. 1 Original Sheet No. 14 FERC Electric Tariff Sixth Revised Volume No. 1 Original Sheet No. 14 FERC Electric Tariff Sixth Revised Volume No. 1 Original Sheet No. 14 FERC Electric Tariff Sixth Revised Volume No. 1 Original Sheet No. 14 FERC Electric Tariff Sixth Revised Volume No. 1 Original Sheet No. 14 FERC Electric Tariff Sixth Revised Volume No. 1 Original Sheet No. 14 FERC Electric Tariff Sixth Revised Volume No. 1 Original Sheet No. 14 FERC Electric Tariff Sixth Revised Volume No. 1 Original Sheet No. 14 FERC Electric Tariff Sixth Revised Volume No. 1 Original Sheet No. 14 FERC Electric Tariff Sixth Revised Volume No. 1 Original Sheet No. 14 FERC Electric Tariff Sixth Revised Volum at its sole cost, upon reasonable notice to the other Party's regular business hours, and at such other Party's corporate offices, to inspect, audit and make copies of any books, records, systems, policies and procedures, and other Party's corporate offices. under its control, including as-built drawings, maintenance logs and other documentation pertaining to the engineering, design, construction, operation or maintenance of the Transmission Line; provided, however, that this Section 6.8 shall not obligate either Party to create any information that does not already exist. Pursuant to the Joint Ownership Agreement, Dominion and TrAILCo have agreed that Dominion shall assign the Existing Rights-of-Way and New Rights-of-Way to TrAILCo in accordance with the terms of this Assignment. This Assignment. This Assignment constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof. (d) All books, records and accounts required to be maintained pursuant to this Agreement shall be maintained: (i) in accordance with GAAP or, to the extent applicable, the Uniform System of Accounts prescribed by FERC for Class A public utilities and licensees; and (ii) in a form satisfactory for the auditing requirements of an independent certified public accountant selected by the Administrative Committee. In the event Dominion acquires title to any New Rights-of-Way after the Effective Date, Dominion shall: (i) execute and record such agreements and other documentation (including a revised Exhibit C) as may be reasonably required to identify such New Rights-of-Way after the assignment thereof to TrAILCo in accordance with the terms hereof; and (ii) take any other actions required to assign, and to evidence the assignment of, such New Rights-of-Way as early as reasonably possible, and in no event later than twenty (20) Business Days after Dominion's acquisition of title thereto. Notwithstanding the foregoing, a Party shall not be considered in default as to any obligation under this Section 5.5 if prevented from fulfilling the obligation due to an event of Force Majeure. TrAILCo acknowledges that Dominion, in order to facilitate the Parties' meeting the In-Service Date, has commenced acquisition of certain Joint Property prior to the Effective Date, which property Dominion is obligated to assign to TrAILCo in accordance with the terms hereof. McGuire, Director - Electric Transmission Projects Fax: 804.819.2209 If to TrAILCo: Transmission Projects Fax: 804.819.2209 If to TrAILCo: Transmission Projects Fax: 804.819.2209 If to TrAILCo in accordance with the terms hereof. Hathaway Effective: January 31, 2010 Vice President Transmission Issued on: January 29, 2010 PJM Interconnection, L.L.C. Original Sheet No. 2 FERC Electric Tariff Sixth Revised Volume No. 1 Original Service Agreement No. 2405 5.7 Cooperation 21 5.8 Monthly Reports 21 5.9 NERC Reliability Standards 21 ARTICLE 6 COSTS 21 6.1 Development, Operating and Maintenance Costs 21 6.2 Compensation for Existing Rights-of-Way 22 6.3 Budgets 22 6.4 Invoices, Estimates and Payments 23 6.6 Payment Disputes 24 6.7 Party-Specific Taxes 24 6.8 Books and Records 24 ARTICLE 7 REPRESENTATIONS AND WARRANTIES 26 7.1 Representations and Warranties of the Parties 26 ARTICLE 8 LIMITATION OF LIABILITY; RISK OF LOSS 26 8.1 Several Liability 26 8.2 No Consequential Damages 27 8.3 Risk of Loss 27 ARTICLE 9 INDEMNIFICATION 27 9.1 General Indemnified Claims 28 9.3 Effect of factors and warranties of the Parties 26 8.1 Several Liability 26 8.2 No Consequential Damages 27 8.3 Risk of Loss 27 ARTICLE 9 INDEMNIFICATION 27 9.1 General Indemnified Claims 28 9.3 Effect of factors 26 8.1 Several Liability 26 8.2 No Consequential Damages 27 8.3 Risk of Loss 27 ARTICLE 9 INDEMNIFICATION 27 9.1 General Indemnified Claims 28 9.3 Effect of factors 26 8.1 Several Liability 26 8.2 No Consequential Damages 27 8.3 Risk of Loss 27 ARTICLE 9 INDEMNIFICATION 27 9.1 General Indemnified Claims 28 9.3 Effect of factors 26 8.1 Several Liability 26 8.2 No Consequential Damages 27 8.3 Risk of Loss 27 ARTICLE 9 INDEMNIFICATION 27 9.1 General Indemnified Claims 28 9.3 Effect of factors 26 8.1 Several Liability 26 8.2 No Consequential Damages 27 8.3 Risk of Loss 27 ARTICLE 9 INDEMNIFICATION 27 9.1 General Indemnified Claims 28 9.3 Effect of factors 26 8.1 Several Liability 26 8.2 No Consequential Damages 27 8.3 Risk of Loss 27 8.3 Risk of Workers' Compensation and Similar Acts 29 9.4 Subrogation 29 ARTICLE 10 TRANSFER 29 10.1 General Restrictions 29 10.2 Transfer Restrictions 29 10.3 Change of Control 30 10.4 Cost Reimbursement 30 10.5 No Release 30 10.6 Mortgage of Ownership Share 31 10.7 Injunctive Relief 31 Issued by: Scot C. Existing Rights-of-Way: All rights-of-way, easements and other interests in real property on which the Transmission Line is or will be built that were owned by Dominion on or before May 15, 2007. Hathaway Effective: January 31, 2010 Vice President Transmission Issued on: January 29, 2010 PJM Interconnection, L.L.C. Original Sheet No. 29 FERC Electric Tariff Sixth Revised Volume No. 1 Original Service Agreement No. 2405 proper matter for indemnifying Party shall: (i) promptly turn over defense of the Third Party Claim and all relevant documents and information to the third party defendant or its counsel; and (iii) reasonably cooperate in the transition of such defense to such third party defendant. Accordingly, the Parties agree that the Disclosing Party shall be entitled, in addition to other remedies that may be available, to immediate injunctive relief from any breach of any of the provisions of this Article 14 and to specific performance of its rights hereunder, as well as to any other remedies available at law or in equity. Prior to the In-Service Date, neither Party shall, nor shall it permits any of its Affiliates to, issue any press releases or make any other public announcement concerning this Agreement without prior consultation with, and consent of, the other Party, except for any communication or filing by a Party or its Affiliates required by Law or stock exchange regulations and then to the extent practicable, only with prior consultation with the other Party. (b) Any arbitrators selected to resolve a Dispute shall: (i) be knowledgeable in electric utility matters, including electric transmission and bulk power supply; and (ii) not have any current or past business or financial relationships with either Party or the matter being arbitrated. (b) Notice of, and an agenda for, all meetings) shall be circulated to the Representatives at least five (5) Business Days prior to the date of each meeting. It includes all of the terms and conditions which govern how ownership will be shared, including what happens if one owner dies. A co-ownership agreement may also include rules about what to do with any earnings that come from renting out a portion of the property or selling it. All lawyers are vetted by our customers for you to explore before hiring.Page 2 Engaging Transactions Attorney with extensive experience in commercial real estate / project finance that possesses a winning blend of subject matter experience. Project: The process of developing, siting, constructing, operating and maintaining the Transmission Line and all work necessary in connection therewith, including: (a) equipment procurement, engineering, construction, operation and maintenance; (b) selection and procurement of the Joint Property; (c) obtaining the REC Rights-of-Way; and (d) obtaining and maintaining all Governmental Approvals. New Rights-of-Way: All rights-of-way, easements and other interests in real property, other than the Existing Rights-of-Way and REC Rights-of-Way, on which the Transmission Line is or will be built that were purchased or acquired by Dominion between May 16, 2007 and the Effective Date or that are in the process
of being acquired by Dominion between May 16, 2007 and the Effective Date or that are in the process of being acquired by Dominion between May 16, 2007 and the Effective Date or that are in the process of being acquired by Dominion between May 16, 2007 and the Effective Date or that are in the process of being acquired by Dominion between May 16, 2007 and the Effective Date or that are in the process of being acquired by Dominion between May 16, 2007 and the Effective Date or that are in the process of being acquired by Dominion between May 16, 2007 and the Effective Date or that are in the process of being acquired by Dominion between May 16, 2007 and the Effective Date or that are in the process of being acquired by Dominion between May 16, 2007 and the Effective Date or that are in the process of being acquired by Dominion between May 16, 2007 and the Effective Date or that are in the process of being acquired by Dominion between May 16, 2007 and the Effective Date or that are in the process of being acquired by Dominion between May 16, 2007 and the Effective Date or that are in the process of being acquired by Dominion between May 16, 2007 and the Effective Date or that are in the process of being acquired by Dominion between May 16, 2007 and the Effective Date or that are in the process of being acquired by Dominion between May 16, 2007 and the Effective Date or that are in the process of being acquired by Dominion between May 16, 2007 and the Effective Date or the process of being acquired by Dominion between May 16, 2007 and the process of being acquired by Dominion between May 16, 2007 and the process of being acquired by Dominion between May 16, 2007 and the process of being acquired by Dominion between May 16, 2007 and the process of being acquired by Effective Date. A Non-Invoicing Party may dispute all or any portion of an invoice for any other costs. Hathaway Effective: January 31, 2010 Vice for any Development Costs; or (b) two (2) years after the late of such invoice for any other costs. Hathaway Effective: January 31, 2010 Vice hat a late of such invoice for any other costs. President Transmission Issued on: January 29, 2010 Reference: Security Exchange Commission - Edgar Database, EX-10.4 2 dex104.htm JOINT OWNERSHIP AGREEMENT, Viewed September 27, 2021, . Between May 16, 2007 and the Effective Date, Dominion has acquired or has commenced condemnation actions to acquire certain rights-ofway, easements and other interests in real property on which the Transmission Line will be built (the "New Rights-of-Way," as identified on Exhibit C attached herein by reference). The Non-Invoicing Party shall remit payment for such costs no later than thirty (30) days after the date of each such invoice. Hathaway January 31, 2010 Vice President Transmission Issued on: January 29, 2010 PJM Interconnection, L.L.C. Original Sheet No. 44 FERC Electric Tariff Sixth Revised Volume No. 1 Original Service Agreement No. 2405 EXHIBIT B INITIAL PROJECT COST ESTIMATE Initial Project cost estimate \$ 144,675,717 Issued by: Scot C. Each Party shall be responsible for, and shall pay, its Ownership Share of all Development Costs and O&M Costs; provided however, neither Party shall be entitled to reimbursement for any portion of any Development Costs and O&M Costs; provided however, neither Party shall be entitled to reimbursement for any portion of any Development Costs and O&M Costs; provided however, neither Party shall be entitled to reimbursement for any portion of any Development Costs and O&M Costs; provided however, neither Party shall be entitled to reimbursement for any portion of any Development Costs and O&M Costs; provided however, neither Party shall be entitled to reimbursement for any portion of any Development Costs and O&M Costs; provided however, neither Party shall be entitled to reimbursement for any portion of any Development Costs and O&M Costs; provided however, neither Party shall be entitled to reimbursement for any portion of any Development Costs and O&M Costs; provided however, neither Party shall be entitled to reimbursement for any portion of any Development Costs and O&M Costs; provided however, neither Party shall be entitled to reimbursement for any portion of any Development Costs and O&M Costs; provided however, neither Party shall be entitled to reimbursement for any Development Costs and Development Cos reasonably determined that the incurrence of such cost or expense is approved by the other Party. In the event the Party-selected arbitrators fail to agree on a third arbitrator within twenty (20) days of the agreement to arbitrate a Dispute, such third arbitrator shall be selected by the AAA. 5. In the event that an Indemnifying Party pays all or any portion of a Third Party Claim, and all defenses, claims, or other matters which the Indemnifying Party pays all or any portion of a Third Party Claim, and all related cross-claims that the Indemnified Person asserted or could have asserted against other Persons. Dispute: Section 4.1(a). No arbitrator shall have any provision of this Agreement in any manner. An Indemnifying Party's obligations under this Agreement shall not be limited in any way by any provision of any workers' compensation, disability benefits, payroll or other employee benefits laws; provided, however, that nothing herein shall limit or restrict any defense based on the status of such Party may be entitled to assert with respect to a Third Party Claim, including a defense based on the status of such Party may be entitled to assert with respect to a Third Party Claim, including a defense based on the status of such Party may be entitled to assert with respect to a Third Party Claim, including a defense based on the status of such Party may be entitled to assert with respect to a Third Party Claim, including a defense based on the status of such Party as a statutory employee benefits. AND EXPRESSLY WAIVES ANY AND ALL DEFENSES IT MAY HAVE TO AN INDEMNIFICATION OBLIGATION TO THE OTHER PARTY PURSUANT TO THIS AGREEMENT BASED ON ANY IMMUNITY TO WHICH SUCH PARTY MAY BE ENTITLED UNDER ANY WORKERS' COMPENSATION, DISABILITY BENEFITS, PAYROLL OR EMPLOYEE BENEFITS LAWS. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction, be ineffective to the extent of that provisions hereof or affecting the validity or enforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of that provision in any other jurisdiction. 10.4 Cost Reimbursement. Law: Any applicable constitutional provision, statute, act, code, law, rule, regulation, ordinance, order, decree, ruling, judgment or decision of a Governmental Authority. The Transmission Line shall not include: (a) tubular steel dead end structure at the Western Demarcation and insulator assemblies, hardware and connectors required to terminate TrAILCo conductor and optical ground wire in dead-end strain compression terminals at such dead end structure; (b) termination, which is owned by The Potomac Edison Company, an Affiliate of TrAILCo; (e) approximately 0.95 miles of line to be located on National Park Service Appalachian Trail property (including any portion thereof located within Allegheny Power's PIM Transmission Zone) running from TrAILCo structure Issued by: Scot C. Loss: Any loss, liability, damage, judgment, award, fine, expense or cost (including reasonable attorney's fees and expenses) incurred by a Person, whether based in tort, breach of contract or any other cause of action; provided, however, Loss shall not include any Party-Specific Tax. Hathaway Effective: January 31, 2010 Vice President Transmission Issued on: January 29, 2010 PJM Interconnection, L.L.C. Original Sheet No. 8 FERC Electric Tariff Sixth Revised Volume No. 1 Original Service Agreement No. 2405 Force Majeure: Any cause beyond the control of the affected Party, including acts of God, flood, drought, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance or disobedience, labor or material shortage, sabotage, acts of a public enemy, explosions, orders, regulations or restrictions imposed by governmental, military or lawfully established civilian authorities, which, in any of the foregoing cases, by exercise of due diligence, it has been unable to overcome. Mortgaging Party: Section 10.5(a). E. Agreement: The preamble to this Agreement. If, despite commercially reasonable efforts, Dominion is unable to obtain any Required Consent in a form that is enforceable by TrAILCo and otherwise reasonably acceptable to Dominion and TrAILCo. TrAILCo may, but shall not be obligated to, acquire a Right-of-Way in its name over the subject property; provided, however, that: (i) Dominion shall, at TrAILCo's request, reasonably cooperate with T achieve an In-Service Date no later than June 1, 2011. Each Party shall perform development, operation, and maintenance tasks undertaken by it pursuant to this Agreement in accordance with Good Utility Practice. PJM OATT: The PJM Open Access Transmission Tariff on file with FERC, as such tariff may be revised from time to time. Hathaway Effective: January 31, 2010 Vice President Transmission Issued on: January 29, 2010 PJM Interconnection, L.L.C. Original Service Agreement No. 2405 records and accounts with respect to all Development Costs and O&M Costs incurred in connection with the Project and the Parties' respective payments and contributions related thereto, including payments and reimbursements made pursuant to this Agreement. Hathaway Effective: January 29, 2010 PJM Interconnection, L.L.C. Original Sheet No. 54 FERC Electric Tariff Sixth Revised Volume No. 1 Original Service Agreement No. 2405 EXHIBIT C NEW RIGHTS-OF-WAY Issued by: Scot C. (a) Each Party agrees that the other Party, its Affiliates and their respective officers, directors and agents may engage in whatever activities they choose, whether the same are competitive with such
Party's operation and/or ownership of its individual Ownership Share in the Joint Property or otherwise, without having or incurring any obligation to offer any interest in such activities to such Party from engaging in such activities, or require any Party to permit the other Party to participate in any such activities, and as a material part of the consideration for the execution of this Agreement by each Party, each Party, each Party, each Party, each Party, each Party hereby waives, relinquishes, and renounces any such right or claim of participation. The Transmission Line shall include the following equipment and facilities at the Western Demarcation: (a) insulators, hardware and connectors required to terminate the Transmission Line conductors; (c) the fiber splice box; (d) termination of Transmission Line conductors in dead-end terminals; and (e) termination of Transmission Line shield wires. Hathaway Effective: January 31, 2010 Vice President Transmission Issued on: January 29, 2010 PJM Interconnection, L.L.C. Original Service Agreement No. 2405 EXHIBIT A DESCRIPTION OF TRANSMISSION LINE The Transmission Line shall consist of an approximately 31.93 mile portion of the 500 kV transmission line running between Loudoun Substation, but excluding the Appalachian Trail Portion (as defined below). VEPCO Mortgage: The Indenture of Mortgage of Virginia Electric and Power Company dated November 1, 1935, as the same has been or may hereafter be supplemented, amended and restated. Section 1.761-2(b)(2)(i). 6.5 Late Payments. Neither Party shall Transfer all or any portion of its Ownership Share in the Joint Property without having complied with all of the applicable requirements of this Agreement. (b) Without limiting a Party's rights pursuant to Sections 10.7 and 14.4, upon a default pursuant to Section 12.1(b), the Non-Defaulting Party shall, as its exclusive remedy, have the right, but not the obligation, upon notice to the Defaulting Party for any Development Costs or O&M Costs incurred in connection with such performance in accordance with the invoicing and payment provisions of this Agreement. 6.3 Budgets. (b) Promptly upon issuance of a Dispute Notice with respect to Dispute Notice With respect to a Dispute Notice W confer with the designated officer of the other Party and attempt in good faith to resolve such Dispute. 4.2 Arbitration. (c) Notwithstanding anything to the contrary in Section 6.2(a) upon completion of construction of the Transmission Line or such earlier date as may be requested by TrAILCo; provided, however, that such earlier than the date on which the fair market value of the Existing Rights-of-Way is determined in accordance with Section 6.2(b). The Parties shall take all steps necessary and appropriate to evidence this election, including timely filing the statement described in Treas. 14.2 Permissible Disclosures. B. Good Utility Practice is not intended to be limited to the optimum practice, methods or acts generally accepted in the region, including those practices required by Federal Power Act Section 215(a)(4). (e) Assumption of the defense of a Third Party Claim by an Indemnifying Party shall not constitute a waiver by such Indemnifying Party of its right to claim at a later date that such Third Party Claim for which the defense was assumed is not a proper matter for indemnification pursuant to Section 9.1; provided, however, that if an Indemnifying Party at any time determines that a Third Party Claim is not a Issued by: Scot C. Notwithstanding anything to the contrary in this Agreement, each operation and maintenance plan, including any revisions thereto, shall be developed so that the Transmission Line, in compliance with all applicable NERC requirements. Assignment Agreement: That certain Assignment of Easements and Rights-of-Way to be executed by the Parties in the form of Exhibit C. RECITALS A. Hathaway Effective: January 31, 2010 Vice President Transmission Issued on: January 31, 2010 Vice President Transmission Vice President V Electric Tariff Sixth Revised Volume No. 1 Original Service Agreement No. 2405 4.3 Arbitration Procedures. Except as permitted by Section 14.2: (a) each Recipient shall not disclose any Confidential Information to any Person; and (b) each Recipient shall use the Confidential Information only in connection with the Project. He/She is personally known to me or produced as identification. Transferring Party: Section 10.2. Transmission Line: The recitals to this Agreement. (d) The venue for any arbitration hereunder shall be Washington, DC. Hathaway Effective: January 31, 2010 Vice President Transmission Issued on: January 29, 2010 PJM Interconnection, L.L.C. Original Sheet No. 51 FERC Electric Tariff Sixth Revised Volume No. 1 Original Sheet No. 51 FERC Electric Tariff Sixth Revised Volume No. 1 Original Sheet No. 51 FERC Electric Tariff Sixth Revised Volume No. 1 Original Sheet No. 51 FERC Electric Tariff Sixth Revised Volume No. 1 Original Sheet No. 51 FERC Electric Tariff Sixth Revised Volume No. 1 Original Sheet No. 51 FERC Electric Tariff Sixth Revised Volume No. 1 Original Sheet No. 51 FERC Electric Tariff Sixth Revised Volume No. 1 Original Sheet No. 51 FERC Electric Tariff Sixth Revised Volume No. 1 Original Sheet No. 51 FERC Electric Tariff Sixth Revised Volume No. 1 Original Sheet No. 51 FERC Electric Tariff Sixth Revised Volume No. 1 Original Sheet No. 51 FERC Electric Tariff Sixth Revised Volume No. 1 Original Sheet No. 51 FERC Electric Tariff Sixth Revised Volume No. 1 Original Sheet No. 51 FERC Electric Tariff Sixth Revised Volume No. 1 Original Sheet No. 51 FERC Electric Tariff Sixth Revised Volume No. 1 Original Sheet No. 51 FERC Electric Tariff Sixth Revised Volume No. 1 Original Sheet No. 51 FERC Electric Tariff Sixth Revised Volume No. 1 Original Sheet No. 51 FERC Electric Tariff Sixth Revised Volume No. 1 Original Sheet No. 51 FERC Electric Tariff Sixth Revised Volume No. 1 Original Sheet No. 51 FERC Electric Tariff Sixth Revised Volume No. 1 Original Sheet No. 51 FERC Electric Tariff Sixth Revised Volume No. 1 Original Sheet No. 51 FERC Electric Tariff Sixth Revised Volume No. 1 Original Sheet No. 51 FERC Electric Tariff Sixth Revised Volume No. 1 Original Sheet No. 51 FERC Electric Tariff Sixth Revised Volume No. 1 Original Sheet No. 51 FERC Electric Tariff Sixth Revised Volume No. 1 Original Sheet No. 51 FERC Electric Tariff Sixth Revised Volume No. 1 Original Sheet No. 51 FERC Electric Tariff Sixth Revised Volume No. 1 Original Sheet No. 51 FERC Electric Tariff Sixth Revised Volume No. 1 Original Sheet No. 51 FERC Electric Tariff Sixth Revised Volume No. 1 Origina (which shall include an electronic signature) of one or more Representatives representatives at a duly convened meeting of the Administrative Committee on the date when the resolution is last signed. Project Budget: The budget of estimated Project-related costs, in a form acceptable to, and as approved by, the Administrative Committee. Hathaway Effective: January 29, 2010 PJM Interconnection, L.L.C. Original Sheet No. 46 FERC Electric Tariff Sixth Revised Volume No. 1 Original Service Agreement No. 2405 F. b. PJM Interconnection, L.L.C. Original Sheet No. 5 FERC Electric Tariff Sixth Revised Volume No. 1 Original Service Agreement No. 2405 NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, the Parties hereby agree as follows: ARTICLE 1 DEFINITIONS INTERPRETATION 1.1 Definitions. (g) Punitive, special or exemplary damages shall not be recoverable in arbitration tribunal shall not have the power to award punitive, special or exemplary damages or to find that this limitation is waived or inapplicable. (a) Each Party shall pay all Party-Specific Taxes applicable to it and file all tax returns relating thereto within the time and in the manner required by applicable Law, in each case subject to such Party's right to contest any assessment of a Party-Specific Tax in good faith. Hathaway Effective: January 31, 2010 Vice President Transmission Issued on: January 29, 2010 PJM Interconnection, L.L.C. Original Sheet No. 38 FERC Electric Tariff Sixth Revised Volume No. 1 Original Service Agreement to arbitrate. Dominion shall record this Assignment (and documentation of any revised exhibits and/or assignment of any New Rights-of-Way conveyed after the Effective Date) in the land records of the cities and counties where the Existing Rights-of-Way are located. TRANS-ALLEGHENY INTERSTATE LINE COMPANY By: /s/ Rodney L. Without limiting the generality of the foregoing, Dominion shall be responsible for maintaining complete and accurate books, Issued by: Scot C. (c) Dominion shall use commercially reasonable efforts to obtain: (i) all Required Consents, which consents shall be enforceable by TrAILCo; and (ii) without limiting its obligations pursuant to clause (i) of this Section 5.3(c), a consent to the assignment of the REC Rights-of-Way from REC, which consent shall be in form and substance reasonably acceptable to Dominion and TrAILCo. (d) If, despite commercially reasonably acceptable to Dominion and TrAILCo. TrAILCo may, but shall not be obligated to, procure Rights-of-Way in its name over the subject property; provided, however, that: (i) Dominion shall, at TrAILCo's efforts to procure any such Rights-of-Way; and (ii) TrAILCo's request, reasonably cooperate with TrAILCo's efforts to procure any such Rights-of-Way; and (ii) TrAILCo's request, reasonably cooperate with TrAILCo's efforts to procure any such Rights-of-Way; and (ii) TrAILCo's request, reasonably cooperate with TrAILCo's efforts to procure any such Rights-of-Way; and (ii) TrAILCo's request, reasonably cooperate with TrAILCo's efforts to procure any such Rights-of-Way; and (ii) TrAILCo's request, reasonably cooperate with TrAILCo's efforts to procure any such Rights-of-Way; and (ii) TrAILCo's request, reasonably cooperate with TrAILCo's efforts to procure any such
Rights-of-Way; and (ii) TrAILCo's request, reasonably cooperate with TrAILCo's efforts to procure any such Rights-of-Way; and (ii) TrAILCo's request, reasonably cooperate with TrAILCo's efforts to procure any such Rights-of-Way; and (ii) TrAILCo's request, reasonably cooperate with TrAILCo's efforts to procure any such Rights-of-Way; and (ii) TrAILCo's efforts to procure any such Rights-of-Way; and (ii) TrAILCo's efforts to procure any such Rights-of-Way; and (ii) TrAILCo's efforts to procure any such Rights-of-Way; and (ii) TrAILCo's efforts to procure any such Rights-of-Way; and (ii) TrAILCo's efforts to procure any such Rights-of-Way; and (ii) TrAILCo's efforts to procure any such Rights-of-Way; and (ii) TrAILCo's efforts to procure any such Rights-of-Way; and (ii) TrAILCo's efforts to procure any such Rights-of-Way; and (ii) TrAILCo's efforts to procure any such Rights-of-Way; and (ii) TrAILCo's efforts to procure any such Rights-of-Way; and (ii) TrAILCo's efforts to procure any such Rights-of-Way; and (ii) TrAILCo's efforts to procure any such Rights-of-Way; and (ii) TrAILCo's efforts to procure any such Rights-of-Way; and (ii) TrAILCo's efforts to procure any such Rights-of-Way; and (ii) TrAILCo's efforts Party may rely on the actions of any duly appointed Representative to take that action. (b) No later than twenty (20) Business Days after the execution of this Agreement, the Parties shall execute the Assignment Agreement, pursuant to which Dominion shall assign the Existing Rights-of-Way, the REC Rights-of-Way, including any New Rights-of-Way and the New Rig Party, nor any of its Affiliates nor any of their respective directors, officers, employees or agents shall be liable to the other Party, its Affiliates or any of their respective directors, officers, employees or agents shall be liable to the other Party, its Affiliates or any of their respective directors, officers, employees or agents for any punitive, exemplary, consequential or special damages in connection with the Project, regardless of the negligence, gross negligence, willful misconduct, strict liability or other fault or responsibility of any such Person; provided, however, that this Section 8.2 shall not prevent recovery of a claim for indemnification that includes punitive, exemplary, consequential or special damages that are an element of a Third Party Claim against an Indemnification that includes punitive, exemplary, consequential or special damages that are an element of a Third Party Claim against an Indemnification that includes punitive, exemplary, consequential or special damages that are an element of a Third Party Claim against an Indemnification that includes punitive, exemplary, consequential or special damages that are an element of a Third Party Claim against an Indemnification that includes punitive, exemplary, consequential or special damages that are an element of a Third Party Claim against an Indemnification that includes punitive, exemplary, consequential or special damages that are an element of a Third Party Claim against an Indemnification that includes punitive, exemplary, consequential or special damages that are an element of a Third Party Claim against an Indemnification that includes punitive, exemplary, consequential or special damages that are an element of a Third Party Claim against an Indemnification that includes punitive, exemplary, consequential or special damages that are an element of a Third Party Claim against an Indemnification that includes punitive, exemplary, consequential or special damages that are an element of a Third Party Claim against an Indemnification that includes punitive, exemplary, consequential or special damages that are an element of a Third Party Claim against an Indemnification that includes puncture against an element of a Third Party Claim against an element of otherwise available hereunder. (c) Notwithstanding the foregoing, a Party shall not be considered in default as to any obligation under this Section 5.2 if prevented from fulfilling the obligation under this section 5.2 if prevented from fulfilling the obligation under this section 5.2 if prevented from fulfilling the obligation under this section 5.2 if prevented from fulfilling the obligation under this section 5.2 if prevented from fulfilling the obligation under this section 5.2 if prevented from fulfilling the obligation under this section 5.2 if prevented from fulfilling the obligation under this section 5.2 if prevented from fulfilling the obligation under this section 5.2 if prevented from fulfilling the obligation under this section 5.2 if prevented from fulfilling the obligation under this section 5.2 if prevented from fulfilling the obligation under this section 5.2 if prevented from fulfilling the obligation under this section 5.2 if prevented from fulfilling the obligation under this section 5.2 if prevented from fulfilling the obligation under the section 5.2 if prevented from fulfilling the obligation under this section 5.2 if prevented from fulfilling the obligation under the section 5.2 if prevented from fulfilling the obligation under the section 5.2 if prevented from fulfilling the obligation under the section 5.2 if prevented from fulfilling the section 5.2 if prevented fro any Special Purpose Parent of such Party (other than any consolidation with, or merger into, an Affiliate of such Party); or (b) a direct assignment, conveyance, transfer, lease, exchange, conversion or other disposition of the equity interests in such Party); or (b) a direct assignment, conveyance, transfer, lease, exchange, conversion or other disposition of the equity interests in such Party); or (b) a direct assignment, conveyance, transfer, lease, exchange, conversion or other disposition of the equity interests in such Party (other than any consolidation with, or merger into, an Affiliate of such Party); or (b) a direct assignment, conveyance, transfer, lease, exchange, conversion or other disposition of the equity interests in such Party (other than any consolidation with, or merger into, and Affiliate of such Party); or (b) a direct assignment, conveyance, transfer, lease, exchange, conversion or other disposition of the equity interests in such Party (other than any consolidation with, or merger into, and Affiliate of such Party); or (b) a direct assignment, conveyance, transfer, lease, exchange, conversion or other disposition of the equity interests in such Party (other than any consolidation with, or merger into, and Affiliate of such Party); or (b) a direct assignment, conveyance, transfer, lease, exchange, conversion or other disposition of the equity interests in such Party (other than any consolidation with, or merger into, and the equity interests in such Party); or (b) a direct assignment, conveyance, transfer, lease, exchange, conversion or other disposition of the equity interests in such Party (other than any consolidation with, or merger into a direct assignment, conveyance, transfer, lease, exchange, conversion or other disposition of the equity (other than any conversion or other disposition of the equity (other than any conversion or other disposition of the equity (other than any conversion of the equity (other than any conversion of the equity (other than any conversion of the equity rights with respect thereto; in either case, as a result of which the Controlling Parent of such Party changes. The Parties acknowledge that, as of the Effective Date, the MOU shall be of no further force or effect. (e) Nothing in this Agreement shall restrict any Party or any of its Affiliates from appealing any Governmental Approval, or the denial of any Governmental Approval. Dispute Notice: Section 4.1(a). 6.4 Invoices, Estimates and Payments. Prescribed Rate: An interest rate equal to the lesser of: (a) the prime rate as published from time to time in The Wall Street Journal (or any successor publication) plus three percent (3%); or (b) the highest rate permitted by applicable state usury Law. Tax: Any tax, surtax, charge, fee, levy or other assessment imposed by any Governmental Authority, including income, excise, property, sales, transfer, franchise, payroll, recording, withholding, social security or other tax, or any liability for any tax incurred by reason of joining in the filing of any consolidated, combined or unitary tax returns, in each case including any interest, penalty or addition attributable thereto. Code: The Internal Revenue Code of 1986, as amended. Haney, Vice President Fax: 724.838.6797 with a copy to: Trans-Allegheny Interstate Line Company 800 Cabin Hill Drive Greensburg, PA 15601 Attn: Kathryn L. Upon the expiration of this Agreement as described in Section 11.1: (a) Dominion shall prepare or cause to be prepared and shall provide to TrAILCo a final accounting, including a balance sheet and a listing of the associated with the Transmission Line; (b) the Administrative Committee shall: (i) cause to be paid, or establish adequate reserves for, all liabilities associated with the Project, including liabilities to the Parties; (ii) arrange for the disposition of all Joint Property; (iii) after the final settlement statement has been prepared and signed as specified in Section 11.3, cause any net proceeds to be distributed to the Parties; (iii) after the final settlement statement has been prepared and signed as specified in Section 11.3, cause any net proceeds to be distributed to the Parties; (iii) after the final settlement statement has been prepared and signed as specified in Section 11.3, cause any net proceeds to be distributed to the Parties; (iii) after the final settlement statement has been prepared and signed as specified in Section 11.3, cause any net proceeds to be distributed to the Parties; (iii) after the final settlement statement has been prepared and signed as specified in Section 11.3, cause any net proceeds to be distributed to the Parties; (iii) after the final settlement
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resolution process during the pendency of such arbitration proceeding and such proceeding may only be terminated by mutual agreement of the Parties. REC Rights-of-Way: All rights-of-Way: All rights-of-way, easements and other interests in real property on which the Transmission Line is or will be built that have been assigned to Dominion by Rappahannock Electric Cooperative. Special Purpose Parent: With respect to any Party, any Person all or substantially all of the assets of which consist of equity interests in such Party is liable pursuant to the terms and conditions of this Agreement, each Party shall maintain the risk of loss of its Ownership Share of the Joint Property. TrAILCo shall remit payment for such charge within thirty (30) days after receipt of such invoice. Hathaway Effective: January 29, 2010 PJM Interconnection, L.L.C. Original Sheet No. 16 FERC Electric Tariff Sixth Revised Volume No. 1 Original Service Agreement No. 2405 3.5 Powers and Responsibilities. Hathaway Effective: January 29, 2010 PJM Interconnection, L.L.C. Original Sheet No. 40 FERC Electric Tariff Sixth Revised Volume No. 1 Original Service Agreement No. 2405 IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above. (c) Without limiting the generality of the provisions of this Section 15.2, the Parties recognize and agree that their respective Affiliates currently engage in certain activities involving the generality of the provisions of this Section 15.2, the Parties recognize and agree that their respective Affiliates currently engage in certain activities involving the generality of the provisions of this Section 15.2, the Parties recognize and agree that their respective Affiliates currently engage in certain activities involving the generality of the provisions of this Section 15.2, the Parties recognize and agree that their respective Affiliates currently engage in certain activities involving the generality of the provisions of the section 15.2, the Parties recognize and agree that their respective Affiliates currently engage in certain activities involving the generality of the provisions of the section 15.2, the Parties recognize and agree that their respective Affiliates currently engage in certain activities involving the generality of the provisions of the section 15.2, the Parties recognize and agree that their respective Affiliates currently engage in certain activities involving the generality of the provisions of the section 15.2, the parties recognize and agree that the section 15.2, the parties recognize and agree that the section 15.2, the parties recognize and agree that the section 15.2, the parties recognize and agree that the section 15.2, the parties recognize and agree that the section 15.2, the parties recognize and the secting the section 15.2, the parties recognize an than the development, construction, ownership and operation of the Transmission Line, the "Affiliates' Outside Activities") and that these and other activities by the Parties' Affiliates may be based on electricity that is transmitted through the Transmission Line. Leverages a unique mix of legal, strategic, and analytical expertise, consistently meeting and surpassing client expectations. Mortgage: As a verb, to mortgage, pledge, encumbrance, hypothecation, lien or other security interest. O&M Costs: All costs and expenses reasonably incurred by a Party (excluding any reimbursement and indemnity payments from one Party to the other pursuant to this Agreement) in accordance with Good Utility Practice in connection with the operation, maintenance, repair or restoration of the Joint Property or the Existing Rights-of-Way or to make additions or improvements to, or replacements of, facilities comprising the Transmission Line and any charges, assessments, fines and penalties imposed by any Governmental Authority with respect to the operation or maintenance of the Transmission Line, but excluding Development Costs. No waiver or delay by a Party in the exercise of any right or remedy with respect to performance of this Agreement, including any delay by a Non-Defaulting Party in exercising its rights pursuant to Article 12, shall operate or be construed as a waiver of any other or future right or remedy, whether of a like or different character. RECITALS WHEREAS, the Parties wish to undertake the joint development, construction, ownership, operation and maintenance of approximately 29.68 miles of 500 kV non-contiguous transmission lines (as more particularly defined in Exhibit A, the "Transmission Line"); and WHEREAS, the Parties executed a Memorandum of Understanding (the "MOU") dated as of May 15, 2007, setting forth certain fundamental principles regarding the development, construction, ownership, operation and maintenance of the Transmission Line that were to be incorporated into definitive agreements with respect thereto; and WHEREAS, pursuant to the terms of the MOU, the Parties agreed that all costs associated with the design, engineering, construction, operation and maintenance of the Transmission Line would be shared between the Parties; and WHEREAS, at the request of TrAILCo, Dominion has commenced engineering, permitting and right-of-way acquisition work related to the Transmission Line; and WHEREAS, pursuant to which the Parties shall (i) obtain and maintain Governmental Approvals for the development, construction, ownership, operation and maintenance of the Transmission Line, (ii) obtain and utilize the right-of-way on which the Transmission Line will be situated, (iv) operate and maintain the Transmission Line, (iii) obtain and utilize the right-of-way on which the Transmission Line will be situated, (iv) operate and maintain the Transmission Line, (iii) obtain and utilize the right-of-way on which the Transmission Line will be situated. Line, and (v) own equal and undivided interests in the Joint Property; and (b) each Party's rights and responsibilities with respect to the Transmission Issued on: January 29, 2010 PJM Interconnection, L.L.C. Original Sheet No. 21 FERC Electric Tariff Sixth Revised Volume No. 1 Original Service Agreement No. 2405 prepare and submit to the Administrative Committee a proposed annual operating and replacements) for the following calendar year. 15.11 Survival. Hathaway Effective: January 31, 2010 Vice President Transmission Issued on: January 29, 2010 PJM Interconnection, L.L.C. Original Sheet No. 47 FERC Electric Tariff Sixth Revised Volume No. 1 Original Service Agreement No. 2405 4. No Transferring Party of any or all of its interest in any Joint Property shall relieve a Transferring Party of any liabilities it may have to the Non-Transferring Party arising from events occurring prior to such Transfer. Hathaway Effective: January 31, 2010 Vice President Transmission Issued on: January 29, 2010 PJM Interconnection, L.L.C. Original Sheet No. 39 FERC Electric Tariff Sixth Revised Volume No. 1 Original Service Agreement No. 2405 expiration or termination pursuant to this Agreement, shall in each case survive expiration or termination. Except to the extent provided otherwise pursuant to Section 9.1, the Parties shall be responsible for, and shall pay, any and all Losses resulting from Third Party Claims based on their respective Ownership Shares regardless of whether the Parties are held to be jointly or jointly and severally liable in connection with any such Third Party Claim. (c) Unless the Administrative Committee decides otherwise, Dominion shall cause a certified annual financial statement to be prepared with respect to the Project at the end of each calendar year by an independent certified public accountant selected by the Administrative Committee. NERC: The North American Electric Reliability Corporation. (a) Subject to Section 3.4(d), each Representative shall be entitled to vote in accordance with the Ownership Share of the Project within ten (10) days of such issue being presented to the Administrative Committee (such matter, a "Dispute"), either Representative may, by written notice to the other Representative officers of the Parties. TRANS-ALLEGHENY INTERSTATE LINE COMPANY, a Virginia corporation By: Name: Title: COMMONWEALTH OF VIRGINIA CITY/COUNTY OF , to-wit: The foregoing instrument was acknowledged before me this day of , 2010 by of Trans-Allegheny Interstate Line Company, a Virginia corporation, on behalf of said entity. Good Utility Practice: Any of the practices, as methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. If the Parties are unable to reach agreement, either Party shall have the right to unilaterally file with the FERC, pursuant to Section 205 or Section 20 reasonably necessary to protect its interests hereunder.

 $10/08/2020 \cdot Child Custody and Visitation Agreement stipulation-free-draft-template-example.docx. Contact a California Child Custody Attorney. Please contact child custody attorney Colleen Talkov to advise you of your rights upon an assessment of the facts in your case before using this agreement or signing an agreement or signing an agreement in child custody mediation. What Is an Ownership Agreement? It is essential for an unmarried couple, a group of friends, or a family of businessmen whose goals are to become proprietors of the same real estate property. Who should use this agreement. This tenants in common agreement "severs" a joint tenancy, and sets out how the sale proceeds of real property will be split between the co owners. You may be married to carefully consider the legal implications of the method for o-wnership nad want to know thhat if you separate, when the property is conversing in or un to cowners where two or more individues a right of pre-emption in favour of the other co-owners in common admendent or reflect ownership in equal shares, in fixed proportions to reflect each co-owners's financial contribution to the property. The document also provides a right of pre-emption in favour of the other co-owners where ene co-owners for both of you to have a better understanding of what to do. <math>12/11/2020 \cdot$  The agreement can also set out which partner owns what — and in what proportion — and allows you to agree on how your property the creation. Which were outlined above. These assurances include both that you are the owner of the property ownership agreement to sugning an agreement or signing an agreement or signing an agreement or signing an agreement or signing an agreement for the same real estate property. Who should use this agreement. This tenancy and sets out what you have put in CO-OWNERSHIP. If you and your spouse or partner, family member or firend are proposing to bus of our or o-owners and infloating proportions and infloating proportions to reflect each co-owner's financial contribu

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