

April 26, 2024

VIA Electronic Filing

Ms. A. Shonta Dunston, Chief Clerk
North Carolina Utilities Commission
Dobbs Building
430 North Salisbury Street
Raleigh, North Carolina 27603

Re: *Docket No. E-22, Sub 492*
Notice of Amended Rotor Purchase and Sale Agreement Pursuant to N.C.
Gen. Stat. § 62-153(a) – PUBLIC/REDACTED

Dear Ms. Dunston:

Pursuant to North Carolina General Statute (“N.C. Gen. Stat.”) § 62-153(a) and Regulatory Condition 3.1(a) as approved by the North Carolina Utilities Commission’s (“Commission”) *Order Approving Merger Subject to Regulatory Conditions and Code of Conduct* issued November 19, 2018, in Docket Nos. E-22, Sub 551 and G-5, Sub 585 (“Merger Order”), Virginia Electric and Power Company, d/b/a Dominion Energy North Carolina (“DENC” or the “Company”), hereby respectfully notifies the Commission of an amended Rotor¹ Purchase and Sale Agreement (“Amended Rotor Agreement”) between the Company and Dominion Generation, Inc. (“DGI”).

The Amended Rotor Agreement relates to a volume-based fleet agreement between DGI and General Electric International, Inc. (“GEII”) and individual agreements between the Company and GEII and between DGI and GEII for repair and maintenance of electric generating units owned by the Company and by DGI affiliates, respectively. Under its original master agreement with GEII (“Master Agreement”), DGI owns two complete sets of fleet spares inventory that are used by GEII to support and maintain such Company and DGI units.

On March 15, 2013, the Company filed notice with the Commission pursuant to N.C. Gen. Stat. § 62-153(a) of the original Rotor Agreement (“2012 Notice”),² which set forth the terms and conditions by which the Company and DGI proposed to share a spare unit rotor assembly (“First Spare Rotor”) as part of the inventory of spare parts available to serve as a replacement rotor for GEII to use to service a Company or a DGI electric

¹ The terms “rotor” and “unit rotor assembly” are used interchangeably throughout this Notice.

² *Rotor Purchase and Sale Agreement Between Dominion North Carolina Power and Dominion Energy, Inc.*, Docket No. E-22, Sub 492 (Mar. 15, 2013).

generation unit in the event of a planned or forced outage, as discussed above.³ On December 15, 2017, the Company filed notice with the Commission pursuant to N.C. Gen. Stat. § 62-153(a) of an extension by an additional five years, through March 1, 2023, of the Rotor Agreement.⁴ The Company now provides notice of amendment to the Rotor Agreement to reflect the addition of a second spare rotor (“Second Spare Rotor”) purchased by DGI in December 2018 for future use by DGI and the Company and a subsequent five-year term.

The terms and conditions original set forth in the previously-filed agreement have not substantively changed in the Amended Rotor Agreement. As in the renewed Rotor Agreement filed on December 15, 2017, the Amended Rotor Agreement provides that the First Spare Rotor and the Second Spare Rotor (collectively, the “Spare Rotors,” or individually, a “Spare Rotor”) will be available for sale and use, as needed, among the Company’s regulated generation stations and DGI’s merchant generation stations, resulting in an arrangement whereby a larger fleet of units shares the costs of owning, maintaining, and storing two fleet spare rotors.

The Rotor Agreement expired March 1, 2023, by its terms. Therefore, the Company herein provides notice of an amendment to the Rotor Purchase and Sale Agreement in order to reflect the purchase of the Second Spare Rotor. The Company requires the use of the Second Spare Rotor for an upcoming outage at [BEGIN
CONFIDENTIAL] [REDACTED] [END
CONFIDENTIAL].

In addition, the transactions contemplated by the Amended Rotor Agreement may result in the exchange of certain confidential information, including Confidential Systems Operation Information or CSOI and Customer Information as those terms are defined in the NC Code of Conduct approved in the Merger Order. Pursuant to the Code of Conduct, the Amended Rotor Agreement contains a new confidentiality provision and a list of CSOI that could be disclosed under the agreement. This provision is identical to those approved for another affiliate agreements, including most recently the DES Services Agreement approved in Docket No. E-22, Sub 476.⁵

The Amended Rotor Agreement will reduce costs through the realization of discounts and a reduction in operating expenses, to the benefit of customers. The Company has reported in its Annual Report of Affiliate Transactions (“ARAT”) to the

³ In the March 15, 2013, filing, the Company noted that there could be a *de minimis* consideration amount of \$10 for a future subsequent transfer of the Spare Rotor between the Company and its affiliate, but this consideration would be made to assure the enforceability of a future transfer and should not be considered “fees, commissions or compensation” under N.C. Gen. Stat. § 62-153(b).

⁴ *Renewed Rotor Purchase and Sale Agreement between Dominion Energy North Carolina and Dominion Generation, Inc.*, Docket No. E-22, Sub 492 (Dec. 15, 2017).

⁵ *In the Matter of Petition of Virginia Electric and Power Co., d/b/a Dominion Energy North Carolina for Approval of a Revised Services Agreement*, Order Approving Affiliate Agreement for Filing and Allowing Payment of Compensation, Docket No. E-22, Sub 476 (Dec. 19, 2023).

Commission that DENC and DGI saved a total of approximately \$1.4 million for the years 2003 through 2011 (excluding an additional one-time savings of \$3.05 million reported in the Company's 2010 ARAT), and a further \$2,539,102.43 for the years 2012 through 2019, as a result of the discounts related to the original and renewed Rotor Agreements.⁶ The Company proposes to include the executed Bill of Sale and Assignment Agreement (which is attached to the Amended Rotor Agreement) for each transaction under the Amended Rotor Agreement in future ARATs.

The Amended Rotor Agreement is being filed under N.C. Gen. Stat. § 62-153(a) since, as discussed above, the Company will not pay its affiliate DGI any meaningful "fees, commission, or compensation" thereunder that would necessitate Commission approval under N.C. Gen. Stat. § 62-153(b).⁷ The Company is also filing the Amended Rotor Agreement pursuant to Regulatory Condition 3.1(a) as approved by the Commission in the Merger Order, which requires that agreements between the Company and affiliates be filed with the Commission. Because DGI is a wholly-owned subsidiary of Dominion Energy, Inc., of which the Company is an operating subsidiary, DGI is also an affiliate of the Company as the term "affiliate" is defined in Section I of the Regulatory Conditions approved by the Merger Order.

The Amended Rotor Agreement is set forth as Attachment A. A blacklined version of the Amended Rotor Agreement reflecting the changes to the Renewed Rotor Agreement filed in this docket on December 15, 2017, is provided as Attachment B.

Thank you for your assistance with this matter, and feel free to contact me with any questions.

Very truly yours,

/s/Andrea R. Kells

ARK:tl

Enclosures

cc: Lauren W. Biskie, Dominion Energy Services, Inc.
Teirra M. Everette, Dominion Energy Services, Inc.
Lucy E. Edmondson, Public Staff—North Carolina Utilities Commission
William S.F. Freeman, Public Staff—North Carolina Utilities Commission
Nadia L. Luhr, Public Staff—North Carolina Utilities Commission

⁶ No additional rotor-related transactions have occurred since 2019.

⁷ As with the 2017 Renewed Rotor Agreement, the Amended Rotor Agreement contemplates a nominal payment of \$10.00 as legal consideration for all future sales of the Spare Rotors.

VERIFICATION

I, Edward H. Baine, President of Virginia Electric and Power Company, do solemnly swear that the facts stated in the foregoing Application and all exhibits incorporated by reference, insofar as they relate to Virginia Electric and Power Company, are true and correct to the best of my knowledge and belief, and that said statements of fact constitute a complete statement of the matters to which they relate.

Edward H. Baine

Subscribed and sworn to before me this 11th day of March, 2024.

Kim Jasper
Notary Public

My commission expires: 9-30-25



AMENDED ROTOR PURCHASE AND SALE AGREEMENT

This AMENDED ROTOR PURCHASE AND SALE AGREEMENT (this “Amended Rotor Agreement”), dated as of this _____ day of _____, 20__, is entered into by and between VIRGINIA ELECTRIC AND POWER COMPANY, a public service company organized under the laws of the Commonwealth of Virginia (“Dominion Energy Virginia”) and DOMINION GENERATION, INC., a corporation organized under the laws of Virginia (“Dominion Generation”). Dominion Generation and Dominion Energy Virginia are referred to individually herein as a “Party” and they are collectively referred to as the “Parties.”

RECITALS

WHEREAS, Dominion Generation and Dominion Energy Virginia have purchased gas turbine generators (the “Covered Units”) from the General Electric Company; and

WHEREAS, Dominion Generation and Dominion Energy Virginia wish to retain General Electric International, Inc. (“GEII”) to provide, and GEII wishes to provide to Dominion Generation and Dominion Energy Virginia, certain long-term maintenance services for the Covered Units in accordance with the terms of the Amended and Restated Multi-Unit Master Contractual Service Agreement, dated as of the 22nd day of December, 2009, and as further amended in August 2011, June 2014, and June 2022 by GEII and Dominion Generation (the “Master Agreement”) and each Amended and Restated Contractual Service Agreement (the “Contractual Service Agreement” or “CSA”); and

WHEREAS, GEII shall repair and replace certain compressor rotor assemblies as required, and GEII may utilize the two spare compressor rotor assemblies currently owned by Dominion Generation (the “First Spare Rotor” and the “Second Spare Rotor,” respectively) (collectively, the “Spare Rotors,” or individually, a “Spare Rotor”) for the maintenance of the Covered Units; and

WHEREAS, Dominion Energy Virginia and Dominion Generation desire to share access to the Spare Rotors for the Covered Units and to share the costs of owning, maintaining, and storing the Spare Rotors; and

WHEREAS, after the date hereof, in the event GEII needs a Spare Rotor at one of Dominion Energy Virginia’s Covered Units (either for a planned or forced outage), if available, Dominion Generation will sell a Spare Rotor to Dominion Energy Virginia; and

WHEREAS, after a Spare Rotor has been sold to Dominion Energy Virginia and inserted into Dominion Energy Virginia’s Covered Unit, the compressor rotor assembly that was removed from such Covered Unit will be refurbished as needed, and such refurbished compressor rotor assembly will become a new Spare Rotor owned by Dominion Energy Virginia that will be available for use by Dominion Energy Virginia as a replacement component, or available for sale to Dominion Generation as a replacement component; and

WHEREAS, thereafter, Dominion Energy Virginia and Dominion Generation desire to continue this cycle of selling and transferring each newly refurbished Spare Rotor between each other on an as-needed basis or in the case of a planned or forced outage; and

WHEREAS, during periods of time when there is no need to utilize the Spare Rotors, Dominion Energy Virginia shall sell the Spare Rotors to Dominion Generation, which shall own the Spare Rotors and be responsible for the costs, fees, and expenses related thereto until such time that a Spare Rotor is needed by either a Dominion Energy Virginia or a Dominion Generation Covered Unit; and

WHEREAS, the arrangement described herein was most recently approved by the Commission for a term of five (5) years on February 7, 2018, and Dominion Energy Virginia and Dominion Generation entered into the prior Rotor Purchase and Sale Agreement on March 1, 2018 (the “Rotor Agreement”); and

WHEREAS, the Commission’s authority having expired, the parties now wish to reinstate, amend, and extend the Rotor Agreement for an additional five (5) year term (the “Amended Rotor Agreement”).

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as set forth herein.

1. Initial Sale of the First Spare Rotor. On August 31, 2014, Dominion Energy Virginia and Dominion Generation entered into a transaction with each other for the initial sale and purchase of the First Spare Rotor pursuant to the Original Rotor Agreement, whereby Dominion Generation, as the purchaser (*i.e.*, owner) of the First Spare Rotor, assumed all liabilities and obligations for such First Spare Rotor to the extent arising out of the ownership, maintenance, storage, and operation or use by Dominion Generation of such First Spare Rotor after the date of such Sale.
2. Subsequent Transfers of the First Spare Rotor from Dominion Generation to Dominion Energy Virginia after the Initial Sale. Pursuant to subsequent transfers of the First Spare Rotor following the initial sale of the First Spare Rotor under the Original Rotor Agreement, Dominion Generation is the current owner of the First Spare Rotor.
3. Initial Sale of the Second Spare Rotor. In December 2018, Dominion Generation purchased the Second Spare Rotor directly from GEII for \$10.7 million. In connection with that transaction, Dominion Generation assumed all liabilities and obligations for such Second Spare Rotor to the extent arising out of the ownership, maintenance, storage, and operation or use by Dominion Generation of such Second Spare Rotor after the date of such Sale. Since it was purchased in December 2018, the Second Spare Rotor has been owned by Dominion Generation. It is currently in storage.
4. Subsequent Transfers of the Spare Rotors from Dominion Generation to Dominion Energy Virginia following Approval of the Amended Rotor Agreement. The following provisions will apply to both Spare Rotors upon approval of the Amended Rotor Agreement (subject to Section 6 below):

(A) Dominion Generation, as the current owner of the Spare Rotors, shall, at its own expense, return to Dominion Energy Virginia a comparable refurbished Spare Rotor using commercially reasonable efforts to complete such refurbishment and transfer in a timely manner,

(B) Dominion Generation will be responsible for paying GEII for the costs associated with the refurbishment, and

(C) Title will transfer among the parties when delivery of a Spare Rotor occurs as described in the Bill of Sale and Assignment Agreement referenced in Section 6 below.

In all cases, GEII will perform any refurbishment pursuant to Section 4 (A) or (B) above in accordance with the applicable Contractual Service Agreement.

5. Owning, Maintaining, Storing, Operating, and Loading/Unloading Fees. Each Party shall pay all costs, fees, and expenses related to the ownership, maintenance, storage, and operation of a Spare Rotor during the period when control of, and title to, a Spare Rotor is vested in such Party; provided that Dominion Generation shall pay all loading and unloading fees related to or arising out of the transfer of a Spare Rotor from either Dominion Energy Virginia to Dominion Generation or Dominion Generation to Dominion Energy Virginia. With respect to each Sale, title to the pertinent Spare Rotor shall transfer upon the Spare Rotor being loaded for shipping by a common or contract carrier, from time to time, for the purpose of transporting such Spare Rotor to Dominion Energy Virginia or Dominion Generation, as the case may be.

6. Bill of Sale and Assignment Agreement. Upon each Sale, the seller of the pertinent Spare Rotor shall deliver to the purchaser of such Spare Rotor a Bill of Sale and Assignment Agreement in the form attached hereto as Exhibit A.

7. Dominion Energy Virginia Priority of Ownership and Usage of the Spare Rotors. The Parties acknowledge and agree that Dominion Energy Virginia has priority of ownership and usage of the Spare Rotors during the term of this Agreement. Notwithstanding any other provision in this Agreement, Dominion Energy Virginia shall have the right at any time to cause Dominion Generation to use its commercially reasonable efforts to transfer either or both Spare Rotors to Dominion Energy Virginia as promptly as possible. Subject to this priority of ownership, Dominion Energy Virginia is obligated to replace any transferred Spare Rotor pursuant to Sections 2 and 4 above.

8. Effective Date. This Agreement is effective as of _____ (the "Effective Date").

9. Term. This Agreement shall commence on the Effective Date and shall remain in effect for a period of five (5) years thereafter, unless terminated earlier pursuant to Section 10(B).

10. Termination and Modification.

A. Modification of Terms and Conditions. No amendment, change or modification of this Agreement shall be valid, unless made in writing and signed by all parties hereto.

B. Termination of this Agreement. Either Party may terminate this Agreement by providing sixty (60) days advance written notice of such termination to the other Party. All payments due or performance obligations required pursuant to the Agreement shall be satisfied prior to termination of the Agreement.

This Agreement shall be subject to the approval of any state commission or other state regulatory body whose approval is, by the laws of said state, a legal prerequisite to the execution and delivery or the performance of this Agreement.

11. Notices. All notices and invoices required or desired to be given pursuant to this Agreement shall be in writing and shall be delivered by personal in-hand delivery, sent by facsimile transmission, or sent prepaid by recognized delivery service (such as FedEx) with delivery receipt requested, addressed as follows:

If to Dominion Generation:

Dominion Generation, Inc.
120 Tredegar Street
Richmond, Virginia 23219

Attention:

Vice President
Technical Services

If to Dominion Energy Virginia:

Virginia Electric and Power Company
120 Tredegar Street
Richmond, Virginia 23219

Attention:

Vice President
System Operations

With a copy to:

Dominion Energy Services, Inc.
120 Tredegar Street
Richmond, Virginia 23219

Attention:

Managing Counsel and State
Regulatory Team

With a copy to:

Dominion Energy Services, Inc.
120 Tredegar Street
Richmond, Virginia 23219

Attention:

Managing Counsel and State
Regulatory Team

Such notices shall be deemed to have been given when delivered in the case of in-hand delivery, on the date shown by a facsimile transmission report or confirmation in the case of successfully completed facsimile transmission, and on the date of delivery in the case of delivery service. However, if such notice is received after 1700 hours on a business day (Monday through Friday excepting legal holidays), it is deemed delivered the next business day. Either Party may modify

its address for notices by advance written notice to the other Party delivered in conformance with this Section 11.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to its choice of laws rules. The Parties shall (i) submit to the non-exclusive jurisdiction of the courts of the Commonwealth of Virginia and courts of the United States in the Commonwealth of Virginia for all purposes of this Agreement, including any action or proceeding instituted for the enforcement of any right, remedy, obligation or liability arising hereunder, and (ii) submit to the venue of such action or proceeding in Virginia, or such judicial district of a court of the United States that includes Virginia.

13. Consequential Damages. No Party hereto shall be liable for any special, consequential, incidental, indirect, or exemplary damages with respect to this Agreement.

14. Headings. The section headings of this Agreement are for reference purposes only and are to be given no effect in the construction or interpretation of this Agreement.

15. Severability. In the event that any provision of this Agreement shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby so long as the remaining provisions do not fundamentally alter the relations among the Parties hereto.

16. Counterparts. For the convenience of the Parties, any number of counterparts of this Agreement may be executed by one or more Parties hereto and each such executed counterpart shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

17. Confidentiality.

A. For purposes of this Agreement, “Confidential Information” is information provided by the Company, or created or discovered by, for, or on behalf of the Company including, but not limited to information relating to products, processes, techniques, formulas, ideas, know-how, works of authorship, copyrightable works, inventions (whether patentable or not), technical information, trade secrets, computer programs, computer code, designs, technology, compositions, data, drawings, schematics, customers, product development, plans, and other business, technical, and financial information. “Confidential Information” also includes “Customer Information” and “Confidential Systems Operation Information” as those terms are defined in the Code of Conduct Governing the Relationships Among Dominion Energy North Carolina, Public Service Company of North Carolina, Incorporated, their Affiliates, and their Nonpublic Utility Operations approved by the North Carolina Utilities Commission in Dockets No. E-22, Sub 551, and G-5, Sub 585 (“Code of Conduct”). The types of Confidential Systems Operation Information that may be provided to employees of DGI are described in Exhibit B, as may it be revised from time to time.

B. At all times, both during this Agreement and after its termination, DGI will protect Confidential Information from unauthorized dissemination and use with the same degree of care that DGI uses to protect its own confidential information, but with not less than reasonable care and diligence, and will not disclose any Confidential Information unless necessary to perform

services hereunder and reasonable measures are taken to avoid wrongful disclosures. DGI may use such Confidential Information solely for performing the services under this Agreement and for no other purpose.

C. DGI will not be obligated under this Agreement with respect to information that DGI can document : (1) is or has become publicly known through no fault of DGI or its employees or agents; (2) is or was received without restriction from a third party lawfully in possession of such information and lawfully empowered to disclose such information; (3) was rightfully in the possession of DGI without restriction prior to its disclosure by the Company; or (4) is or was independently developed by or on behalf of DGI.

D. DGI acknowledges that any disclosure or unauthorized use of Confidential Information will constitute a material breach of this Agreement and cause substantial and irreparable harm to the Company for which damages would not be a fully adequate remedy and, therefore, in the event of any such breach, in addition to other available remedies, the Company will have the right to obtain appropriate injunctive relief.

E. DGI agrees to comply with the provisions contained in the Code of Conduct with respect to Customer Information and Confidential Systems Operation Information.

18. State Commission Approvals.

(a) VSCC Approval. Pursuant to the VSCC's Order Approving Merger in *Joint Petition for Dominion Resources, Inc. and Consolidated Natural Gas Company for Approval of Agreement and Plan of Merger under Chapter 5 of Title 56 of the Code of Virginia*, Case No. PUA-1999-00020, issued on September 17, 1999, neither Virginia Electric and Power Company nor any other affiliate of Dominion Energy, Inc. subject to the jurisdiction of the Commission shall have any obligation under this Agreement except to the extent such Commission has approved such obligation.

(b) NCUC.

(i) Virginia Electric and Power Company, d/b/a Dominion Energy North Carolina's ("DENC") participation in this Agreement is voluntary, DENC is not obligated to take or provide services or make any purchases or sales pursuant to this Agreement, and DENC may elect to discontinue its participation in this Agreement at its election after giving any required notice;

(ii) DENC may not make or incur a charge under this Agreement except in accordance with North Carolina law and the rules, regulations, and orders of the North Carolina Commission promulgated thereunder;

(iii) DENC may not seek to reflect in rates any (A) costs incurred under this Agreement exceeding such amount as may be allowed by the North Carolina Commission or (B) revenue level earned under this

Agreement less than the amount imputed by the North Carolina Commission; and

(iv) DENC will not assert in any forum that the North Carolina Commission’s authority to assign, allocate, make pro-forma adjustments to or disallow revenues and costs for retail ratemaking and regulatory accounting and reporting purposes is preempted and will bear the full risk of any preemptive effects of federal law with respect to this Agreement.

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

VIRGINIA ELECTRIC AND POWER COMPANY

By: _____
Name: _____
Title: _____
Date: _____

DOMINION GENERATION, INC.

By: _____
Name: _____
Title: _____
Date: _____

Exhibit A**BILL OF SALE AND ASSIGNMENT AGREEMENT**

This Bill of Sale and Assignment Agreement (“Bill of Sale and Assignment Agreement”), dated as of _____, 20__, is made by and between _____, a _____ (“Assignor”), and _____, a _____ (“Assignee”).

A. Assignor and Assignee are parties to that certain Amended Rotor Purchase and Sale Agreement dated as of _____, 20__ (the “Amended Rotor Agreement”), pursuant to which Assignee is purchasing a Spare Rotor from Assignor.

B. Assignor agrees to transfer to Assignee, and Assignee agrees to accept from Assignor, such Spare Rotor, and Assignee agrees to assume certain liabilities and obligations of Assignor related thereto.

C. Pursuant to Section 6 of the Amended Rotor Agreement, the execution and delivery of this Bill of Sale and Assignment Agreement by Assignor and Assignee is required by the Amended Rotor Agreement.

D. All capitalized terms used, but not otherwise defined, herein have the meanings given to such terms in the Amended Rotor Agreement.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties hereby take the following actions:

1. Transfer and Conveyance. Assignor hereby sells, assigns, transfers, delivers, and conveys to Assignee the rights, title, and interests of Assignor in and to the Spare Rotor upon the Spare Rotor’s being loaded for shipping by a common or contract carrier, from time to time, for the purpose of transporting the Spare Rotor to Assignee, free and clear of all liens, security interests, claims, encumbrances, and other defects in title generally considered to be encumbrances.

2. Assumption of Liabilities. Assignee hereby assumes all liabilities and obligations to the extent arising out of the ownership, operation, maintenance, or use by Assignee of the Spare Rotor which arise or accrue after the date hereof.

3. Purchase Price for Spare Rotors for Initial Sale. The consideration paid by Assignee to Assignor for the First Spare Rotor for the Initial Sale was \$11,859,963.58, which represented the higher of Cost or Market, as applicable, as defined in the Original Rotor Agreement. The consideration paid by Assignee to GEII for the Second Spare Rotor was \$10.7 million.

4. **Consideration for Spare Rotors for subsequent sales.** The consideration paid by Assignee to Assignor for the Spare Rotors for subsequent sales is TEN UNITED STATES DOLLARS (\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

5. **Headings.** The section headings of this Bill of Sale and Assignment Agreement are for reference purposes only and are to be given no effect in the construction or interpretation of this Bill of Sale and Assignment Agreement.

6. **Covenant of Further Assurances.** The Parties agree to execute such other documents and perform such other acts as may be necessary, or such other reasonable acts as may be desirable to carry out, the purposes of this Bill of Sale and Assignment Agreement.

7. **Successors and Assigns.** This Bill of Sale and Assignment Agreement shall bind and benefit the respective successors and assigns of Assignor and Assignee.

8. **No Third Party Beneficiaries.** Nothing in this Bill of Sale and Assignment Agreement, express or implied, is intended or shall be construed to confer upon or give to any person, other than the Parties and their successors and assigns, any remedy or claim under or by reason of this instrument or any agreements, terms, covenants, or conditions hereof.

9. **Governing Law.** This Bill of Sale and Assignment Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to its choice of laws rules. The Parties shall (i) submit to the non-exclusive jurisdiction of the courts of the Commonwealth of Virginia and courts of the United States in the Commonwealth of Virginia for all purposes of this Bill of Sale and Assignment Agreement, including any action or proceeding instituted for the enforcement of any right, remedy, obligation or liability arising hereunder, and (ii) submit to the venue of such action or proceeding in Virginia, or such judicial district of a court of the United States that includes Virginia.

10. **Modification.** This Bill of Sale and Assignment Agreement may not be modified or amended except by the written agreement of Assignor and Assignee.

11. **Counterparts.** For the convenience of the Parties, any number of counterparts of this Bill of Sale and Assignment Agreement may be executed by one or more parties hereto and each such executed counterpart shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Bill of Sale and Assignment Agreement to be executed and delivered by their duly authorized officers as of the date first above written.

[ASSIGNOR:]

By: _____
Name:
Title:

[ASSIGNEE:]

By: _____
Name:
Title:

CONFIDENTIAL SYSTEM OPERATION INFORMATION

1. VEPCO Electric Transmission

- Financial information/performance
 - O&M budgets, projections, projects
 - Capital budget, projections, projects
- Transmission siting applications
- Encroachment
- Transmission projects, costs and schedules
- Generation interconnections
- Customer information
- Transmission line outages
- Material and supply chain requirements
- NERC compliance
- Labor relations
- Miles, age and condition of transmission lines and substations
- Legal and regulatory
- PJM transmission, generation, ancillary and interconnection
- Transmission protective relay information
- Safety and training
- Substation and protective relay
- Transmission system information for developing cost of service

2. VEPCO Electric Retail and Wholesale Rates and Regulation

- Customer information
- PJM transmission, generation, ancillary, and interconnection
- PJM operational
- Legal and regulatory
- Distribution system information for developing cost of service
- Generation system information for developing cost of service
- Transmission system information for developing cost of service.

3. VEPCO Power Generation and Nuclear Generation

- Financial information/performance
 - O&M budgets, projections, projects
 - Capital budget, projections, projects
- O&M and capital projections and project cost and scope
- Refueling Outage schedules and scopes
- Plant operation conditions, status and projection: kW, kWh, ancillary services
- Outage schedules costs, scopes and status
- Maintenance and service contracts, costs, schedules and status
- Service and material contracts
- Inventory management

- Safety and training
 - Plant operating parameters and procedures
 - Plant (facility) design drawings and documentation
 - Current/Historical/Forecast Fuel supply and specification (for example, Natural Gas, Coal, Oil, Biomass, nuclear)
 - Associated fuel contracts, for example, procurement, processing, conversion, enrichment, treatment, handling or transportation.
 - Other fuel data, for example:
 - Commercial aspects of transactions; terms and conditions of contracts
 - Transportation/delivery schedules and constraints
 - Market information
 - Operational concerns and constraints
 - Purchasing and hedging strategies
 - Storage and inventory
 - Fuel specifications and product quality
 - Transactional, contractual and systems controls
 - Legal and regulatory
 - Security
 - Labor relations
 - Emission Reduction Products (for example, limestone and ammonia)
 - Equipment specifications, conditions, testing, analysis, manuals and documentation
 - FERC, NERC and other compliance
 - Environmental data
 - Legal and regulatory
 - PJM and IMM transmission, generation, ancillary, and interconnection
 - Plant and transmission protective relay information
 - Insurance Nuclear Project Funding requests
 - Nuclear Performance Scorecards
 - Radiation dose
 - NRC compliance
 - Customer Information
4. VEPCO Electric Distribution
- Reliability & Planning data, for example**
- Financial information/performance
 - O&M budgets, projections, projects
 - Capital budget, projections, projects
 - Distribution System Data
 - Loading and voltages
 - Substation Transformers, Circuits, Transformers, Services
 - Distributed Generation
 - O&M and capital projections and project cost and scope
 - Maintenance contracts, costs, schedules and status
 - Vegetation management
 - Design and construction standards
 - Materials and supplies

- Safety and training
- Legal and regulatory
- NERC compliance
- Regulatory budgets, projections, projects for strategic underground

Design & Construction data, for example:

- Financial information/performance
 - O&M budgets, projections, projects
 - Capital budget, projections, projects
- Land acquisition and right of way
- Environmental Compliance and Reporting
- Labor Relations
- Vendor Contracts
- Materials and supplies

Operations data, for example:

- Financial information/performance
 - O&M budgets, projections, projects
 - Capital budget, projections, projects
- Real Time Distribution System Data
- Loading and voltages
 - Substation Transformers, Circuits, Transformers, Services
- Distributed Generation
- Technology – Maintenance, Replacements and New Technologies
- Distribution System Data
- Mobile Technology
- Line and equipment outage and communications
- Storm and other damage assessment and restoration
- Legal and regulatory reporting
- Customer information
- Resource availability
- Labor relations
- Sustainability Plans
- Safety and training

5. VEPCO Power Delivery Customer Service

- Customer information
- Resource availability
- Contact Center metrics (both agent and self-service)
- Web self-service metrics
- Vendor agreements and contracts
- Financial information and performance
- System maintenance schedules
- Materials and supplies
- Safety and training
- Legal and regulatory

6. VEPCO Business Development

- Customer information
- Valuation/customer benefit analysis
- Comparison of pricing options
- Agreements/Contracts
- Legal and regulatory
- Load information
- Project Information
- Financial information/performance
 - O&M budgets, projections, projects
 - Capital budget, projections, projects
- Safety and training
- Labor Relations
- Vendor Contracts
- Materials and supplies
- Maintenance schedules

~~RENEWED~~AMENDED ROTOR PURCHASE AND SALE AGREEMENT

This ~~RENEWED~~AMENDED ROTOR PURCHASE AND SALE AGREEMENT (this "Amended Rotor Agreement"), dated as of this ____ day of _____, 20__, is entered into by and between VIRGINIA ELECTRIC AND POWER COMPANY, a public service company organized under the laws of the Commonwealth of Virginia ("Dominion Energy Virginia") and DOMINION GENERATION, INC., a corporation organized under the laws of Virginia ("Dominion Generation"). Dominion Generation and Dominion Energy Virginia are referred to individually herein as a "Party" and they are collectively referred to as the "Parties."

RECITALS

WHEREAS, Dominion Generation and Dominion Energy Virginia have purchased gas turbine generators (the "Covered Units") from the General Electric Company; and

WHEREAS, Dominion Generation and Dominion Energy Virginia wish to retain General Electric International, Inc. ("GEII") to provide, and GEII wishes to provide to Dominion Generation and Dominion Energy Virginia, certain long-term maintenance services for the Covered Units in accordance with the terms of the Amended and Restated Multi-Unit Master Contractual Service Agreement, dated as of the 22nd day of December, 2009, and as further amended in August 2011 ~~and~~, June 2014, and June 2022 by GEII and Dominion Generation (the "Master Agreement") and each Amended and Restated Contractual Service Agreement (the "Contractual Service Agreement" or "CSA"); and

WHEREAS, GEII shall repair and replace certain compressor rotor assemblies as required, and GEII may utilize the two spare compressor rotor ~~assembly~~assemblies currently owned by Dominion Generation (the "First Spare Rotor" and the "Second Spare Rotor," respectively) (collectively, the "Spare Rotors," or individually, a "Spare Rotor") for the maintenance of the Covered Units; and

WHEREAS, Dominion Energy Virginia and Dominion Generation desire to share access to the Spare ~~Rotor~~Rotors for the Covered Units and to share the costs of owning, maintaining, and storing the Spare ~~Rotor~~Rotors; and

WHEREAS, after the date hereof, in the event GEII needs ~~the~~a Spare Rotor at one of Dominion Energy Virginia's Covered Units (either for a planned or forced outage), if available, Dominion Generation will sell ~~the~~a Spare Rotor to Dominion Energy Virginia; and

WHEREAS, after ~~the~~a Spare Rotor has been sold to Dominion Energy Virginia and inserted into Dominion Energy Virginia's Covered Unit, the compressor rotor assembly that was removed from such Covered Unit will be refurbished as needed, and such refurbished compressor rotor assembly will become ~~the~~a new Spare Rotor owned by Dominion Energy Virginia that will be available for use by Dominion Energy Virginia as a replacement component, or available for sale to Dominion Generation as a replacement component; and

WHEREAS, thereafter, Dominion Energy Virginia and Dominion Generation desire to continue this cycle of selling and transferring each newly refurbished Spare Rotor between each other on an as-needed basis or in the case of a planned or forced outage; and

WHEREAS, during periods of time when there is no need to utilize the Spare ~~Rotor~~Rotors, Dominion Energy Virginia shall sell the Spare ~~Rotor~~Rotors to Dominion Generation, which shall own the Spare ~~Rotor~~Rotors and be responsible for the costs, fees, and expenses related thereto until such time that ~~the~~a Spare Rotor is needed by either a Dominion Energy Virginia or a Dominion Generation Covered Unit; and

WHEREAS, the arrangement described herein was ~~previously~~most recently approved by the Commission for a term of five (5) years on ~~January 30~~February 7, 20132018, and Dominion Energy Virginia and Dominion Generation entered into the prior Rotor Purchase and Sale Agreement on ~~that date~~March 1, 2018 (the "~~Original~~ Rotor Agreement"); and

WHEREAS, the Commission's authority having expired, the parties now wish to reinstate, amend, and extend the Rotor Agreement for an additional five (5) year term (the "Amended Rotor Agreement").

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as set forth herein.

1. Initial Sale of the First Spare Rotor. On August 31, 2014, Dominion Energy Virginia and Dominion Generation entered into a transaction with each other for the initial sale and purchase of the First Spare Rotor pursuant to the Original Rotor Agreement, whereby Dominion Generation, as the purchaser (*i.e.*, owner) of the First Spare Rotor, assumed all liabilities and obligations for such First Spare Rotor to the extent arising out of the ownership, maintenance, storage, and operation or use by Dominion Generation of such First Spare Rotor after the date of such Sale.

2. Subsequent Transfers of the First Spare Rotor from Dominion Generation to Dominion Energy Virginia after the Initial Sale. Pursuant to subsequent transfers of the First Spare Rotor following the initial sale of the First Spare Rotor under the Original Rotor Agreement, Dominion Generation is the current owner of the First Spare Rotor. ~~The following provisions applied to any Spare Rotor that was transferred between the Parties under-~~

3. Initial Sale of the Second Spare Rotor. In December 2018, Dominion Generation purchased the Second Spare Rotor directly from GEII for \$10.7 million. In connection with that transaction, Dominion Generation assumed all liabilities and obligations for such Second Spare Rotor to the extent arising out of the ownership, maintenance, storage, and operation or use by Dominion Generation of such Second Spare Rotor after the date of such Sale. Since it was purchased in December 2018, the Second Spare Rotor has been owned by Dominion Generation. It is currently in storage.

~~the Original~~4. Subsequent Transfers of the Spare Rotors from Dominion Generation to Dominion Energy Virginia following Approval of the Amended Rotor Agreement, ~~and~~. The following provisions will ~~continue to~~ apply ~~under this~~ to both Spare Rotors upon approval of the Amended Rotor Agreement (subject to Section ~~56~~ below):

(A) Dominion Generation, as the current owner of the Spare ~~Rotor~~Rotors, shall, at its own expense, return to Dominion Energy Virginia a comparable refurbished Spare Rotor using commercially reasonable efforts to complete such refurbishment and transfer in a timely manner,

(B) Dominion Generation will be responsible for paying GEII for the costs associated with the refurbishment, and

(C) Title will transfer among the parties when delivery of ~~the~~a Spare Rotor occurs as described in the Bill of Sale and Assignment Agreement referenced in Section ~~46~~ below.

In all cases, GEII will perform any refurbishment pursuant to Section ~~24~~ (A) or (B) above in accordance with the applicable Contractual Service Agreement.

45. Owning, Maintaining, Storing, Operating, and Loading/Unloading Fees. Each Party shall pay all costs, fees, and expenses related to the ownership, maintenance, storage, and operation of ~~the~~a Spare Rotor during the period when control of, and title to, ~~the~~a Spare Rotor ~~are~~is vested in such Party; provided that Dominion Generation shall pay all loading and unloading fees related to or arising out of the transfer of ~~the~~a Spare Rotor from either Dominion Energy Virginia to Dominion Generation or Dominion Generation to Dominion Energy Virginia. With respect to each Sale, title to the pertinent Spare Rotor shall transfer upon the Spare Rotor being loaded for shipping by a common or contract carrier, from time to time, for the purpose of transporting ~~the~~such Spare Rotor to Dominion Energy Virginia or Dominion Generation, as the case may be.

56. Bill of Sale and Assignment Agreement. Upon each Sale, the seller of the pertinent Spare Rotor shall deliver to the purchaser of ~~the~~such Spare Rotor a Bill of Sale and Assignment Agreement in the form attached hereto as Exhibit A.

67. Dominion Energy Virginia Priority of Ownership and Usage of the Spare ~~Rotor~~Rotors. The Parties acknowledge and agree that Dominion Energy Virginia has priority of ownership and usage of the Spare ~~Rotor~~Rotors during the term of this Agreement. Notwithstanding any other provision in this Agreement, Dominion Energy Virginia shall have the right at any time to cause Dominion Generation to use its commercially reasonable efforts to transfer ~~the~~either or both Spare ~~Rotor~~Rotors to Dominion Energy Virginia as promptly as possible. Subject to this priority of ownership, Dominion Energy Virginia is obligated to replace any transferred Spare Rotor pursuant to ~~Section~~Sections 2 and 4 above.

78. Effective Date. This Agreement is effective as of _____ (the “Effective Date”).

89. Term. This Agreement shall commence on the Effective Date and shall remain in effect for a period of five (5) years thereafter, unless terminated earlier pursuant to Section 910(B).

910. Termination and Modification.

A. Modification of Terms and Conditions. No amendment, change or modification of this Agreement shall be valid, unless made in writing and signed by all parties hereto.

B. Termination of this Agreement. Either Party may terminate this Agreement by providing sixty (60) days advance written notice of such termination to the other Party. All payments due or performance obligations required pursuant to the Agreement shall be satisfied prior to termination of the Agreement.

This Agreement shall be subject to the approval of any state commission or other state regulatory body whose approval is, by the laws of said state, a legal prerequisite to the execution and delivery or the performance of this Agreement.

1011. Notices. All notices and invoices required or desired to be given pursuant to this Agreement shall be in writing and shall be delivered by personal in-hand delivery, sent by facsimile transmission, or sent prepaid by recognized delivery service (such as FedEx) with delivery receipt requested, addressed as follows:

If to Dominion Generation:

Dominion Generation, Inc.
~~5000 Dominion Blvd.~~
~~Innsbrook Technical Center~~ 120 Tredegar
Street
~~Glen Allen~~ Richmond, Virginia ~~23060~~ 23219

Attention:
Vice President
Technical Services

If to Dominion Energy Virginia:

Virginia Electric and Power Company
~~5000 Dominion Blvd.~~
~~Innsbrook Technical Center~~ 120 Tredegar

With a copy to:

Dominion Energy Services, Inc.
120 Tredegar Street
Richmond, Virginia 23219

Attention:
Managing Counsel and State
Regulatory Team

With a copy to:

Dominion Energy Services, Inc.
120 Tredegar Street
Richmond, Virginia 23219

Street
Glen Allen Richmond, Virginia ~~23060~~23219

Attention:

Vice President
System Operations

Attention:

Managing Counsel and State
Regulatory Team

Such notices shall be deemed to have been given when delivered in the case of in-hand delivery, on the date shown by a facsimile transmission report or confirmation in the case of successfully completed facsimile transmission, and on the date of delivery in the case of delivery service. However, if such notice is received after 1700 hours on a business day (Monday through Friday excepting legal holidays), it is deemed delivered the next business day. Either Party may modify its address for notices by advance written notice to the other Party delivered in conformance with this Section ~~10~~11.

~~11~~12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to its choice of laws rules. The Parties shall (i) submit to the non-exclusive jurisdiction of the courts of the Commonwealth of Virginia and courts of the United States in the Commonwealth of Virginia for all purposes of this Agreement, including any action or proceeding instituted for the enforcement of any right, remedy, obligation or liability arising hereunder, and (ii) submit to the venue of such action or proceeding in Virginia, or such judicial district of a court of the United States that includes Virginia.

~~12~~13. Consequential Damages. No Party hereto shall be liable for any special, consequential, incidental, indirect, or exemplary damages with respect to this Agreement.

~~13~~14. Headings. The section headings of this Agreement are for reference purposes only and are to be given no effect in the construction or interpretation of this Agreement.

~~14~~15. Severability. In the event that any provision of this Agreement shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby so long as the remaining provisions do not fundamentally alter the relations among the Parties hereto.

~~15~~16. Counterparts. For the convenience of the Parties, any number of counterparts of this Agreement may be executed by one or more Parties hereto and each such executed counterpart shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

17. Confidentiality.

A. For purposes of this Agreement, “Confidential Information” is information provided by the Company, or created or discovered by, for, or on behalf of the Company including, but not limited to information relating to products, processes, techniques, formulas, ideas, know-how, works of authorship, copyrightable works, inventions (whether patentable or not), technical information, trade secrets, computer programs, computer code, designs, technology, compositions, data, drawings, schematics, customers, product development, plans, and other business, technical, and financial information. “Confidential Information” also includes “Customer Information” and “Confidential Systems Operation Information” as those terms are defined in the Code of Conduct Governing the Relationships Among Dominion Energy North Carolina, Public Service Company of North Carolina, Incorporated, their Affiliates, and their Nonpublic Utility Operations approved by the North Carolina Utilities Commission in Dockets No. E-22, Sub 551, and G-5, Sub 585 (“Code of Conduct”). The types of Confidential Systems Operation Information that may be provided to employees of DGI are described in Exhibit B, as may it be revised from time to time.

B. At all times, both during this Agreement and after its termination, DGI will protect Confidential Information from unauthorized dissemination and use with the same degree of care that DGI uses to protect its own confidential information, but with not less than reasonable care and diligence, and will not disclose any Confidential Information unless necessary to perform services hereunder and reasonable measures are taken to avoid wrongful disclosures. DGI may use such Confidential Information solely for performing the services under this Agreement and for no other purpose.

C. DGI will not be obligated under this Agreement with respect to information that DGI can document : (1) is or has become publicly known through no fault of DGI or its employees or agents; (2) is or was received without restriction from a third party lawfully in possession of such information and lawfully empowered to disclose such information; (3) was rightfully in the possession of DGI without restriction prior to its disclosure by the Company; or (4) is or was independently developed by or on behalf of DGI.

D. DGI acknowledges that any disclosure or unauthorized use of Confidential Information will constitute a material breach of this Agreement and cause substantial and irreparable harm to the Company for which damages would not be a fully adequate remedy and, therefore, in the event of any such breach, in addition to other available remedies, the Company will have the right to obtain appropriate injunctive relief.

E. DGI agrees to comply with the provisions contained in the Code of Conduct with respect to Customer Information and Confidential Systems Operation Information.

~~46~~18.

State Commission Approvals.

(a) VSCC Approval. Pursuant to the VSCC’s Order Approving Merger in *Joint Petition for Dominion Resources, Inc. and Consolidated Natural Gas Company for Approval of Agreement and Plan of Merger under Chapter 5 of Title 56 of the Code of Virginia*, Case No. PUA-1999-00020, issued on September 17, 1999, neither Virginia Electric and Power Company nor any other

affiliate of Dominion Energy, Inc. subject to the jurisdiction of the Commission shall have any obligation under this Agreement except to the extent such Commission has approved such obligation.

(b) NCUC.

(i) Virginia Electric and Power Company, d/b/a Dominion Energy North Carolina's ("DENC") participation in this Agreement is voluntary, DENC is not obligated to take or provide services or make any purchases or sales pursuant to this Agreement, and DENC may elect to discontinue its participation in this Agreement at its election after giving any required notice;

(ii) DENC may not make or incur a charge under this Agreement except in accordance with North Carolina law and the rules, regulations, and orders of the North Carolina Commission promulgated thereunder;

(iii) DENC may not seek to reflect in rates any (A) costs incurred under this Agreement exceeding such amount as may be allowed by the North Carolina Commission or (B) revenue level earned under this Agreement less than the amount imputed by the North Carolina Commission; and

(iv) DENC will not assert in any forum that the North Carolina Commission's authority to assign, allocate, make pro-forma adjustments to or disallow revenues and costs for retail ratemaking and regulatory accounting and reporting purposes is preempted and will bear the full risk of any preemptive effects of federal law with respect to this Agreement.

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

VIRGINIA ELECTRIC AND POWER COMPANY

By: _____

Name: _____

Title: _____

Date: _____

|

DOMINION GENERATION, INC.

By: _____

Name: _____

Title: _____

Date: _____

Exhibit A**BILL OF SALE AND ASSIGNMENT AGREEMENT**

This Bill of Sale and Assignment Agreement (“Bill of Sale and Assignment Agreement”), dated as of _____, 20__, is made by and between _____, a _____ (“Assignor”), and _____, a _____ (“Assignee”).

A. Assignor and Assignee are parties to that certain ~~Renewed~~Amended Rotor Purchase and Sale Agreement dated as of _____, 20__ (the “Amended Rotor Agreement”), pursuant to which Assignee is purchasing ~~the~~a Spare Rotor from Assignor.

B. Assignor agrees to transfer to Assignee, and Assignee agrees to accept from Assignor, ~~the~~such Spare Rotor, and Assignee agrees to assume certain liabilities and obligations of Assignor related thereto.

C. Pursuant to Section ~~5~~6 of the Amended Rotor Agreement, the execution and delivery of this Bill of Sale and Assignment Agreement by Assignor and Assignee is required by the Amended Rotor Agreement.

D. All capitalized terms used, but not otherwise defined, herein have the meanings given to such terms in the Amended Rotor Agreement.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties hereby take the following actions:

1. Transfer and Conveyance. Assignor hereby sells, assigns, transfers, delivers, and conveys to Assignee the rights, title, and interests of Assignor in and to the Spare Rotor upon the Spare Rotor’s being loaded for shipping by a common or contract carrier, from time to time, for the purpose of transporting the Spare Rotor to Assignee, free and clear of all liens, security interests, claims, encumbrances, and other defects in title generally considered to be encumbrances.

2. Assumption of Liabilities. Assignee hereby assumes all liabilities and obligations to the extent arising out of the ownership, operation, maintenance, or use by Assignee of the Spare Rotor which arise or accrue after the date hereof.

3. Purchase Price for Spare ~~Rotor~~Rotors for Initial Sale. The consideration paid by Assignee to Assignor for the First Spare Rotor for the ~~initial~~Initial Sale was \$11,859,963.58, which represented the higher of Cost or Market, as applicable, as defined in the Original Rotor Agreement. The consideration paid by Assignee to GEII for the Second Spare Rotor was \$10.7 million.

4. **Consideration for Spare ~~Rotor~~ Rotors for subsequent Sales**. The consideration paid by Assignee to Assignor for the Spare ~~Rotor~~ Rotors for subsequent Sales is TEN UNITED STATES DOLLARS (\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

5. **Headings.** The section headings of this Bill of Sale and Assignment Agreement are for reference purposes only and are to be given no effect in the construction or interpretation of this Bill of Sale and Assignment Agreement.

6. **Covenant of Further Assurances.** The Parties agree to execute such other documents and perform such other acts as may be necessary, or such other reasonable acts as may be desirable to carry out, the purposes of this Bill of Sale and Assignment Agreement.

7. **Successors and Assigns.** This Bill of Sale and Assignment Agreement shall bind and benefit the respective successors and assigns of Assignor and Assignee.

8. **No Third Party Beneficiaries.** Nothing in this Bill of Sale and Assignment Agreement, express or implied, is intended or shall be construed to confer upon or give to any person, other than the Parties and their successors and assigns, any remedy or claim under or by reason of this instrument or any agreements, terms, covenants, or conditions hereof.

9. **Governing Law.** This Bill of Sale and Assignment Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to its choice of laws rules. The Parties shall (i) submit to the non-exclusive jurisdiction of the courts of the Commonwealth of Virginia and courts of the United States in the Commonwealth of Virginia for all purposes of this Bill of Sale and Assignment Agreement, including any action or proceeding instituted for the enforcement of any right, remedy, obligation or liability arising hereunder, and (ii) submit to the venue of such action or proceeding in Virginia, or such judicial district of a court of the United States that includes Virginia.

10. **Modification.** This Bill of Sale and Assignment Agreement may not be modified or amended except by the written agreement of Assignor and Assignee.

11. **Counterparts.** For the convenience of the Parties, any number of counterparts of this Bill of Sale and Assignment Agreement may be executed by one or more parties hereto and each such executed counterpart shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Bill of Sale and Assignment Agreement to be executed and delivered by their duly authorized officers as of the date first above written.

[ASSIGNOR:]

By: _____
Name:
Title:

[ASSIGNEE:]

By: _____
Name:
Title:

CONFIDENTIAL SYSTEM OPERATION INFORMATION

1. VEPCO Electric Transmission

- Financial information/performance
 - O&M budgets, projections, projects
 - Capital budget, projections, projects
- Transmission siting applications
- Encroachment
- Transmission projects, costs and schedules
- Generation interconnections
- Customer information
- Transmission line outages
- Material and supply chain requirements
- NERC compliance
- Labor relations
- Miles, age and condition of transmission lines and substations
- Legal and regulatory
- PJM transmission, generation, ancillary and interconnection
- Transmission protective relay information
- Safety and training
- Substation and protective relay
- Transmission system information for developing cost of service

2. VEPCO Electric Retail and Wholesale Rates and Regulation

- Customer information
- PJM transmission, generation, ancillary, and interconnection
- PJM operational
- Legal and regulatory
- Distribution system information for developing cost of service
- Generation system information for developing cost of service
- Transmission system information for developing cost of service.

3. VEPCO Power Generation and Nuclear Generation

- Financial information/performance
 - O&M budgets, projections, projects
 - Capital budget, projections, projects
- O&M and capital projections and project cost and scope
- Refueling Outage schedules and scopes
- Plant operation conditions, status and projection: kW, kWh, ancillary services
- Outage schedules costs, scopes and status
- Maintenance and service contracts, costs, schedules and status
- Service and material contracts

- Inventory management
- Safety and training
- Plant operating parameters and procedures
- Plant (facility) design drawings and documentation
- Current/Historical/Forecast Fuel supply and specification (for example, Natural Gas, Coal, Oil, Biomass, nuclear)
- Associated fuel contracts, for example, procurement, processing, conversion, enrichment, treatment, handling or transportation.
- Other fuel data, for example:
 - Commercial aspects of transactions; terms and conditions of contracts
 - Transportation/delivery schedules and constraints
 - Market information
 - Operational concerns and constraints
 - Purchasing and hedging strategies
 - Storage and inventory
 - Fuel specifications and product quality
 - Transactional, contractual and systems controls
 - Legal and regulatory
 - Security
- Labor relations
- Emission Reduction Products (for example, limestone and ammonia)
- Equipment specifications, conditions, testing, analysis, manuals and documentation
- FERC, NERC and other compliance
- Environmental data
- Legal and regulatory
- PJM and IMM transmission, generation, ancillary, and interconnection
- Plant and transmission protective relay information
- Insurance Nuclear Project Funding requests
- Nuclear Performance Scorecards
- Radiation dose
- NRC compliance
- Customer Information
- 4. VEPCO Electric Distribution
- **Reliability & Planning data, for example**
 - Financial information/performance
 - O&M budgets, projections, projects
 - Capital budget, projections, projects
 - Distribution System Data
 - Loading and voltages
 - Substation Transformers, Circuits, Transformers, Services
 - Distributed Generation
 - O&M and capital projections and project cost and scope
 - Maintenance contracts, costs, schedules and status
 - Vegetation management

[Link-to-previous setting changed from off in original to on in modified.]

- Design and construction standards
- Materials and supplies
- Safety and training
- Legal and regulatory
- NERC compliance
- Regulatory budgets, projections, projects for strategic underground

Design & Construction data, for example:

- Financial information/performance
 - O&M budgets, projections, projects
 - Capital budget, projections, projects
- Land acquisition and right of way
- Environmental Compliance and Reporting
- Labor Relations
- Vendor Contracts
- Materials and supplies

Operations data, for example:

- Financial information/performance
 - O&M budgets, projections, projects
 - Capital budget, projections, projects
- Real Time Distribution System Data
- Loading and voltages
 - Substation Transformers, Circuits, Transformers, Services
- Distributed Generation
- Technology – Maintenance, Replacements and New Technologies
- Distribution System Data
- Mobile Technology
- Line and equipment outage and communications
- Storm and other damage assessment and restoration
- Legal and regulatory reporting
- Customer information
- Resource availability
- Labor relations
- Sustainability Plans
- Safety and training

5. VEPCO Power Delivery Customer Service

- Customer information
- Resource availability
- Contact Center metrics (both agent and self-service)
- Web self-service metrics
- Vendor agreements and contracts
- Financial information and performance
- System maintenance schedules
- Materials and supplies

- Safety and training
- Legal and regulatory
- 6. VEPCO Business Development
 - Customer information
 - Valuation/customer benefit analysis
 - Comparison of pricing options
 - Agreements/Contracts
 - Legal and regulatory
 - Load information
 - Project Information
 - Financial information/performance
 - O&M budgets, projections, projects
 - Capital budget, projections, projects
 - Safety and training
 - Labor Relations
 - Vendor Contracts
 - Materials and supplies
 - Maintenance schedules

CERTIFICATE OF SERVICE

I hereby certify that copies of the foregoing Notice of Amended Rotor Purchase and Sale Agreement Pursuant to N.C. Gen. Stat. § 62-153(a), as filed in Docket No. E-22 Sub 492, was served electronically or via U.S. mail, first-class, postage prepaid, upon all parties of record.

This, the 26th day of April, 2024.

/s/Andrea R. Kells

Andrea R. Kells
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PO Box 27507 (27611)
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*Attorney for Virginia Electric and Power
Company, d/b/a Dominion Energy North
Carolina*

OFFICIAL COPY

Apr 26 2024