

SERTP CEII CONFIDENTIALITY AGREEMENT

To facilitate your participation in the Southeastern Regional Transmission Planning process (“SERTP”), you, on behalf of yourself and as a duly authorized representative of, and on behalf of, your organization/employer (“you”), have requested access to critical energy infrastructure information (“CEII”), as defined by the regulations of the Federal Energy Regulatory Commission (“FERC”) (*see, e.g.*, 18 C.F.R. § 388.113). That CEII has been provided by: (i) the sponsors of the SERTP (collectively, “SERTP Sponsors”), and (ii) perhaps others, including stakeholders. A list of SERTP Sponsors is available on the SERTP website (<http://www.southeasternrtp.com>). The intent of the SERTP Sponsors is to protect CEII from unauthorized disclosure. Accordingly, the SERTP Sponsors have presented you this Confidentiality Agreement (“Agreement”) as their conditional offer setting forth the terms and conditions of your potential access to CEII. Your execution of this Agreement on behalf of yourself and your organization constitutes your acceptance of the offer, including and subject to its terms and conditions. The remaining terms and conditions of this Agreement are as follows:

1. Term. This Agreement shall expire three (3) calendar years from December 31, of the year in which you execute this Agreement; provided, however, that notwithstanding the termination of this Agreement, the confidentiality obligations and covenants of this Agreement will survive indefinitely and shall not terminate, or else shall remain in effect as long as permitted by law.

2. Information Covered by this Agreement. “Covered Information” means (i) CEII made available through a restricted area within the SERTP website, furnished by the SERTP Sponsors at stakeholder meetings, or otherwise provided to you by the SERTP Sponsors; and (ii) new information created using Covered Information and that contains CEII or derived therefrom, such as a legal memorandum or sensitive business information, as well as Covered Information that has been stored electronically (“Derivative Information”). While SERTP Sponsors will make every reasonable effort to designate Covered Information as CEII (*e.g.*, by marking information “Critical Energy Infrastructure Information” or “CEII”, etc.), the lack of such a designation on information received by you from SERTP Sponsors shall not render this Agreement inapplicable to such undesignated information; rather, in such event, you shall make an independent assessment as to whether undesignated information received from SERTP Sponsors is CEII (and therefore Covered Information to which this Agreement applies), and if there is any question whatsoever as to whether such information is Covered Information, you shall contact the SERTP Sponsors to seek guidance in that regard. If information originates solely with you and is developed independently and without reference to Covered Information, or if information becomes public through no fault of yours and through no breach of this Agreement, then such information is not covered by this Agreement. However, Covered Information does not become public simply because some part of it is public or because similar information is public.

3. Conditions of Access. In order to obtain access to Covered Information, you must follow the procedures on the SERTP website and comply with the terms of this Agreement.

4. Duty of Non-Disclosure. You agree not to disclose Covered Information (including Derivative Information) to any person or entity in any way without the written consent of the SERTP Sponsors, or the subset of SERTP Sponsors which provided the Covered Information, subject to the following special rules:

(a) Internal distribution of information. All Covered Information shall be maintained by you in a secure place. You agree not to disclose Covered Information within your organization except to those individuals who (i) need to know the information to do their jobs; (ii) have been advised of the duty of non-disclosure; and (iii) have executed this Agreement. Additional persons employed by your organization may execute this Agreement and must use the form set forth in Appendix A.

(b) Distribution to consultants. Paragraph 4(a) also applies to personnel hired by you for help and/or advice, such as business consultants, lawyers, and accountants. Such personnel must execute this Agreement in the form set forth in Appendix B.

(c) List of authorized individuals. Only individuals who have executed this Agreement by providing to the SERTP Sponsors a signed copy of Appendix A or Appendix B (as applicable) may access Covered Information and/or distribute Covered Information to other individuals who have executed this Agreement by providing to the SERTP Sponsors a signed copy of Appendix A or Appendix B (as applicable).

(d) Distribution to authorized persons. It is not a violation of this Agreement to discuss or share Covered Information with an individual who has executed this Agreement and whose rights under this Agreement have not been revoked. However, you are responsible for confirming a recipient's eligibility.

(e) Duty of cooperation. If you are legally required to disclose Covered Information by subpoena, law or other directive of a court, administrative agency, arbitration panel, or other authority, you agree to provide the SERTP Sponsors prompt notice of such requirement prior to any such disclosure and to cooperate with the SERTP Sponsors in taking steps to restrict or narrow the information you must disclose, including seeking an appropriate protective order or other remedy and/or taking steps to resist or narrow the scope of such request or legal process.

(f) Obligation to minimize and protect disclosures. Even if you are authorized to disclose Covered Information (for example, if you have the Sponsors' written consent or become legally required to do so), you agree to disclose only the minimum amount of information required to be disclosed and to seek appropriate protections, such as seeking an appropriate protective order or other remedy.

(g) Open Records Requirements. If you are subject to the Freedom of Information Act (5 U.S.C. § 552), or other federal, state, municipal, or other open records act, or other similar legal requirement, then you will so notify the SERTP Sponsors when making your request for Covered Information by marking the appropriate box below. If you are subject to any such requirement, you agree to coordinate with the SERTP Sponsors regarding potential options in an effort to ensure that the confidentiality of the Covered Information is maintained, including the potential for read only and/or on-site review of the Covered Information ("Option"). By signing this Agreement, you represent and warrant that you have complied with this Section 4(g). Any failure by you to implement an Option reasonably acceptable

to the SERTP Sponsors may result in the denial of access to the Covered Information, including the revocation of access in accordance with Section 7.

Indicate by checking one of the boxes below whether you are subject to the Freedom of Information Act (5 U.S.C. § 552), or other federal, state, municipal, or other open records act or similar legal requirement:

- YES, the signatory and/or its organization/employer is subject to the freedom of information act (5 U.S.C. § 552), or other federal, state municipal, or open records act or similar legal requirement
- NO, the signatory and/or its organization/employer is NOT subject to the freedom of information act (5 U.S.C. § 552), or other federal, state municipal, or open records act or similar legal requirement

5. Use of Covered Information. You agree that you will only use Covered Information in order to: participate in the SERTP; replicate SERTP transmission studies (and/or a SERTP Sponsor's regional transmission studies); and/or otherwise perform transmission planning analysis. You may not use Covered Information for any other purpose and will not use the Covered Information directly or indirectly for an illegal or non-legitimate purpose. Consistent with Section 4(f), if the authorized use of the Covered Information results in your filing all or some of the Covered Information with a court, administrative agency, arbitration panel, or other authority, you agree to narrow the scope of the Covered Information that would be so filed and to seek a protective order or other remedy to protect the Covered Information from public and/or inappropriate disclosure.

6. Destruction of Covered Information. You agree to destroy Covered Information (including Derivative Information) upon termination or expiration of this Agreement, or when you have completed your use of it in accordance with Paragraph 5, whichever comes first.

7. SERTP Sponsors' Right of Revocation. The SERTP Sponsors may revoke your access to Covered Information at any time, with or without notice. In the event of revocation, your only means of remedy is through the dispute resolution process provided in the SERTP.

8. Legal Terms.

(a) The SERTP Sponsors do not convey any property rights, including patents and patent applications, when they give you Covered Information.

(b) All Covered Information is provided "as is" and with any and all faults. The Sponsors shall not be liable for the accuracy or completeness of Covered Information.

(c) The SERTP Sponsors are not responsible for your use of Covered Information. You agree to hold the Sponsors harmless and indemnify them for any and all damages and liabilities (including indirect and/or consequential damages) arising from

any action you may take with respect to Covered Information.

(d) You acknowledge that no SERTP Sponsor is responsible or liable for any other SERTP Sponsor's designation of their information as CEII, including any improper designation.

(e) If you or your representative breach or threaten to breach this Agreement, any SERTP Sponsor is entitled to seek and obtain any available legal and/or equitable relief, such as an injunction or any other available remedy.

(f) You acknowledge the right of each SERTP Sponsor to act on the SERTP Sponsor's own behalf as a party to the Agreement, including the right to pursue a claim relating to your use of and/or duty of nondisclosure with respect to Covered Information provided by that SERTP Sponsor. You agree to waive any objection based on a SERTP Sponsor's status as a party to the Agreement.

(g) Your duty of non-disclosure continues even after this Agreement expires.

(h) The SERTP Sponsors may exercise their rights under this Agreement at any time, even if they delayed doing so or failed to do so in the past.

(i) This Agreement is to be governed by the laws of the State of New York, regardless of the choice of law principles of that State or any other.

(j) This is the entire agreement between you and the SERTP Sponsors concerning the duty of non-disclosure of Covered Information. No modification or waiver of any part of this Agreement is legally enforceable unless you and the SERTP Sponsors have agreed in writing.

(k) If any part of the Agreement is found to be invalid or unenforceable, the rest of the Agreement will still remain effective.

(l) You represent and warrant that you are authorized to enter into this Agreement; you have the power and authority to enter into this Agreement; and this Agreement does not violate any other agreement between you and a third party.

(m) A facsimile or photocopy of your signature shall have the same force and effect as an original. By executing this Agreement, you on behalf of your organization/employer represents that you have full power, authority, ability and legal right to execute, deliver and perform under, and comply with, this Agreement and the performance hereof and compliance herewith has been duly authorized by all necessary action of your organization/employer. The SERTP Sponsors' assent to and acceptance of this Agreement shall be evidenced by their making available the Covered Information to you (should the SERTP Sponsors decide to do so).

AGREED AND EXECUTED by
the following (and others as
identified in Appendices A and B):

ORGANIZATION: _____
by (signature): _____
Name: _____
its (title): _____
Address: _____

Telephone: _____
E-mail: _____
Date: _____

APPENDIX A

I am employed by _____ (“Organization”), an organization that has executed this Agreement. I have read the entire Agreement. I understand that I may not use Covered Information, or disclose Covered Information to anyone in any way, except as authorized by the Agreement. I agree to be bound by this duty and all other duties and obligations imposed by this Agreement, including the duty to comply with the procedures for accessing CEII as set forth on the SERTP website.

AGREED AND EXECUTED by (attach additional sheets as necessary):

Signature: _____
Name: _____
Organization: _____
Address: _____

Telephone: _____
E-mail: _____
Date: _____

Signature: _____
Name: _____
Organization: _____
Address: _____

Telephone: _____
E-mail: _____
Date: _____

Signature: _____
Name: _____
Organization: _____
Address: _____

Telephone: _____
E-mail: _____
Date: _____

Signature: _____
Name: _____
Organization: _____
Address: _____

Telephone: _____
E-mail: _____
Date: _____

Signature: _____
Name: _____
Organization: _____
Address: _____

Telephone: _____
E-mail: _____
Date: _____

Signature: _____
Name: _____
Organization: _____
Address: _____

Telephone: _____
E-mail: _____
Date: _____

APPENDIX B

I am employed by _____ (“Consultant”), which has been retained by _____ (“Organization”). The Organization has executed this Agreement and has hired the Consultant for help and/or advice for purposes of Paragraph 4(b) of the Agreement. I have read the entire Agreement. I understand that I may not use Covered Information, or disclose Covered Information to anyone in any way, except as authorized by this Agreement. I agree to be bound by this duty and all other duties and obligations imposed by this Agreement, including the duty to comply with the procedures for accessing CEII as set forth on the SERTP website.

AGREED AND EXECUTED by (attach additional sheets as necessary):

Signature: _____
Name: _____
Consultant: _____
Address: _____

Telephone: _____
E-mail: _____
Date: _____

Signature: _____
Name: _____
Consultant: _____
Address: _____

Telephone: _____
E-mail: _____
Date: _____

Signature: _____
Name: _____
Consultant: _____
Address: _____

Telephone: _____
E-mail: _____
Date: _____

Signature: _____
Name: _____
Consultant: _____
Address: _____

Telephone: _____
E-mail: _____
Date: _____

Signature: _____
Name: _____
Consultant: _____
Address: _____

Telephone: _____
E-mail: _____
Date: _____

Signature: _____
Name: _____
Consultant: _____
Address: _____

Telephone: _____
E-mail: _____
Date: _____