UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 10-K

(Mark One)

☒ ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
FOR THE FISCAL YEAR ENDED December 31, 2025

OR

☐ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
FOR THE TRANSITION PERIOD FROM TO

Commission File Number	Name of Registrant, Address, and Telephone Number	State or other jurisdiction of Incorporation	I.R.S. Employer Identification Number
001-09120	**Public Service Enterprise Group Incorporated** 80 Park Plaza Newark, New Jersey 07102 973 430-7000	New Jersey	22-2625848
001-00973	**Public Service Electric and Gas Company** 80 Park Plaza Newark, New Jersey 07102 973 430-7000	New Jersey	22-1212800

Securities registered pursuant to Section 12(b) of the Act:

Title of Each Class	Trading Symbol(s)	Name of Each Exchange On Which Registered
Public Service Enterprise Group Incorporated		
Common Stock without par value	PEG	New York Stock Exchange
Public Service Electric and Gas Company		
8.00% First and Refunding Mortgage Bonds, due 2037	PEG37D	New York Stock Exchange
5.00% First and Refunding Mortgage Bonds, due 2037	PEG37J	New York Stock Exchange

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark whether each registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act.

Public Service Enterprise Group Incorporated	☒ Yes	☐ No
Public Service Electric and Gas Company	☒ Yes	☐ No

Indicate by check mark if each of the registrants is not required to file reports pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934. ☐ Yes ☒ No

Indicate by check mark whether each of the registrants (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrants were required to file such reports) and (2) has been subject to such filing requirements for the past 90 days. ☒ Yes ☐ No

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Indicate by check mark whether the registrants have submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrants were required to submit such files). ☒ Yes ☐ No

Indicate by check mark whether each registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Public Service Enterprise Group Incorporated	Large Accelerated Filer	☒	Accelerated Filer	☐	Non-accelerated Filer	☐	Smaller reporting company	☐	Emerging growth company	☐
Public Service Electric and Gas Company	Large Accelerated Filer	☐	Accelerated Filer	☐	Non-accelerated Filer	☒	Smaller reporting company	☐	Emerging growth company	☐

If any of the registrants is an emerging growth company, indicate by check mark if such registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether each of the registrants has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 726(b)) by the registered public accounting firm that prepared and issued its audit report.

Public Service Enterprise Group Incorporated	☒
Public Service Electric and Gas Company	☐

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrants included in the filing reflect the correction of an error to previously issued financial statements. ☐

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrants' executive officers during the relevant recovery period pursuant to §240.10D-1(b). ☐

Indicate by check mark whether any of the registrants is a shell company (as defined in Rule 12b-2 of the Exchange Act).

☐ Yes ☒ No

The aggregate market value of the Common Stock of Public Service Enterprise Group Incorporated held by non-affiliates as of June 30, 2025 was $41,911,658,020 based upon the New York Stock Exchange Composite Transaction closing price.

The number of shares outstanding of Public Service Enterprise Group Incorporated's sole class of Common Stock as of February 20, 2026 was 498,739,910.

As of February 20, 2026, Public Service Electric and Gas Company had issued and outstanding 132,450,344 shares of Common Stock, without nominal or par value, all of which were held, beneficially and of record, by Public Service Enterprise Group Incorporated.

Public Service Electric and Gas Company is a wholly owned subsidiary of Public Service Enterprise Group Incorporated and meets the conditions set forth in General Instruction I(1)(a) and (b) of Form 10-K. Public Service Electric and Gas Company is filing its Annual Report on Form 10-K with the reduced disclosure format authorized by General Instruction I.

DOCUMENTS INCORPORATED BY REFERENCE

Part of Form 10-K of Public Service Enterprise Group Incorporated	**Documents Incorporated by Reference**
III	Portions of the definitive Proxy Statement for the 2026 Annual Meeting of Stockholders of Public Service Enterprise Group Incorporated, which definitive Proxy Statement is expected to be filed with the Securities and Exchange Commission on or about March 12, 2026, as specified herein.

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FORWARD-LOOKING STATEMENTS

Certain of the matters discussed in this report about our and our subsidiaries' future performance, including, without limitation, future revenues, earnings, strategies, prospects, consequences and all other statements that are not purely historical constitute "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. Such forward-looking statements are subject to risks and uncertainties, which could cause actual results to differ materially from those anticipated. Such statements are based on management's beliefs as well as assumptions made by and information currently available to management. When used herein, the words "anticipate," "intend," "estimate," "believe," "expect," "plan," "should," "hypothetical," "potential," "forecast," "project," variations of such words and similar expressions are intended to identify forward-looking statements. Factors that may cause actual results to differ are often presented with the forward-looking statements themselves. Other factors that could cause actual results to differ materially from those contemplated in any forward-looking statements made by us herein are discussed in Item 1A. Risk Factors, Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations (MD&A), Item 8. Financial Statements and Supplementary Data—Note 12. Commitments and Contingent Liabilities, and other filings we make with the United States Securities and Exchange Commission (SEC), including our subsequent reports on Form 10-Q and Form 8-K. These factors include, but are not limited to:

- any inability to successfully develop, obtain regulatory approval for, or construct transmission and distribution, and our nuclear generation projects;
- significant resource adequacy challenges that present affordability and reliability concerns and that could cause policymakers to implement responsive measures that could have a material, adverse impact on our business, strategy, growth rates, cash flows, results of operation, and financial condition and increase regulatory uncertainty for utility investment initiatives and programs;
- the physical, financial and transition risks related to climate change, including risks relating to potentially increased legislative and regulatory burdens, changing customer preferences and lawsuits;
- any equipment failures, gas explosions, accidents, critical operating technology or business system failures, natural disasters, severe weather events, acts of war, terrorism or other acts of violence, sabotage, physical attacks or security breaches, cyberattacks or other incidents that may impact our ability to provide safe and reliable service to our customers;
- any inability to recover the carrying amount of our long-lived assets;
- disruptions or cost increases in our supply chain, including labor shortages;
- any inability to maintain sufficient liquidity or access sufficient capital on commercially reasonable terms;
- the impact of cybersecurity attacks or intrusions or other disruptions to our information technology, operational or other systems;
- failure to attract and retain a qualified workforce;
- increases in the costs of equipment, materials, fuel, services and labor;
- the impact of our covenants in our debt instruments and credit agreements on our business;
- adverse performance of our defined benefit plan trust funds and Nuclear Decommissioning Trust Fund and increases in funding requirements;
- any inability to enter into or extend certain significant contracts;
- development, adoption and use of Artificial Intelligence by us and our third-party vendors;
- fluctuations in, or third-party default risk in wholesale power and natural gas markets, including the potential impacts on the economic viability of our generation units;
- our ability to obtain adequate nuclear fuel supply;

- changes in technology related to energy generation, distribution and consumption and changes in customer usage patterns;
- third-party credit risk relating to our sale of nuclear generation output and purchase of nuclear fuel;
- any inability to meet our commitments under forward sale obligations and Regional Transmission Organization rules;
- risks associated with generation activities at, and operation of, the Peach Bottom plants, which are similar to those to which nuclear generation plants that we operate are subject;
- the impact of changes in state and federal legislation and regulations on our business, including PSE&G's ability to recover costs and earn returns on authorized investments;
- PSE&G's proposed investment projects or programs may not be fully approved by regulators and its capital investment may be lower than planned;
- our ability to receive sufficient financial support for our New Jersey nuclear plants from the markets, and/or production tax credits;
- adverse changes in and non-compliance with energy industry laws, policies, regulations and standards, including market structures and transmission planning and transmission returns;
- risks associated with our ownership and operation of nuclear facilities, including increased nuclear fuel storage costs, regulatory risks, such as compliance with the Atomic Energy Act and trade control, environmental and other regulations, as well as operational, financial, environmental and health and safety risks;
- changes in or violation of federal, state and local environmental laws and regulations and enforcement;
- delays in receipt of, or an inability to receive, necessary licenses and permits and siting approvals; and
- changes in tax laws and regulations.

All of the forward-looking statements made in this report are qualified by these cautionary statements and we cannot assure you that the results or developments anticipated by management will be realized or even if realized, will have the expected consequences to, or effects on, us or our business, prospects, financial condition, results of operations or cash flows. Readers are cautioned not to place undue reliance on these forward-looking statements in making any investment decision. Forward-looking statements made in this report apply only as of the date of this report. While we may elect to update forward-looking statements from time to time, we specifically disclaim any obligation to do so, even in light of new information or future events, unless otherwise required by applicable securities laws.

The forward-looking statements contained in this report are intended to qualify for the safe harbor provisions of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended.

From time to time, PSEG and PSE&G release important information via postings on their corporate Investor Relations website at https://investor.pseg.com. Investors and other interested parties are encouraged to visit the Investor Relations website to review new postings. You can sign up for automatic email alerts regarding new postings at the bottom of the webpage at https://investor.pseg.com or by navigating to the Email Alerts webpage at https://investor.pseg.com/resources/email-alerts/default.aspx. The information on https://investor.pseg.com and https://investor.pseg.com/resources/email-alerts/default.aspx is not incorporated herein and is not part of this Form 10-K.

FILING FORMAT

This combined Annual Report on Form 10-K is separately filed by Public Service Enterprise Group Incorporated (PSEG) and Public Service Electric and Gas Company (PSE&G). Information relating to any individual company is filed by such company on its own behalf. PSE&G is only responsible for information about itself and its subsidiaries.

Discussions throughout the document refer to PSEG and its direct operating subsidiaries. Depending on the context of each section, references to “we,” “us,” and “our” relate to PSEG or to the specific company or companies being discussed.

WHERE TO FIND MORE INFORMATION

We file annual, quarterly and current reports, proxy statements and other information with the SEC. You may obtain our filed documents from commercial document retrieval services, the SEC’s internet website at www.sec.gov or our website at https://investor.pseg.com. Information on our website should not be deemed incorporated into or as a part of this report. Our Common Stock is listed on the New York Stock Exchange under the trading symbol PEG. You can obtain information about us at the offices of the New York Stock Exchange, Inc., 11 Wall Street, New York, New York 10005.

PART I

ITEM 1. BUSINESS

We were incorporated under the laws of the State of New Jersey in 1985 and our principal executive offices are located at 80 Park Plaza, Newark, New Jersey 07102. We are a public utility holding company that, acting through our wholly owned subsidiaries, is a predominantly regulated electric and gas utility and a nuclear generation business. Our business plan focuses on achieving growth by allocating capital primarily toward regulated investments in an effort to continue to improve the sustainability and predictability of our business and realizing the value of the consistent and reliable carbon-free generation from our nuclear units.

As a holding company, our profitability depends on our subsidiaries’ operating results. We principally conduct our business through two direct wholly owned subsidiaries, PSE&G and PSEG Power LLC (PSEG Power), described below, each of which also has its principal executive offices at 80 Park Plaza, Newark, New Jersey 07102.

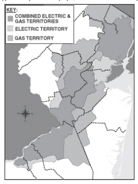
- **PSE&G**—A New Jersey corporation, incorporated in 1924, which is a franchised public utility in New Jersey. It is also the provider of last resort for gas and electric commodity service for end users in its service territory. PSE&G earns revenues from its regulated rate tariffs under which it provides electric transmission and electric and natural gas distribution to residential, commercial and industrial (C&I) customers in its service territory. It also offers appliance services and repairs to customers throughout its service territory and invests in regulated solar generation projects and regulated energy efficiency (EE) and related programs in New Jersey.
- **PSEG Power**—A Delaware limited liability company formed in 1999 as a result of the deregulation and restructuring of the electric power industry in New Jersey. PSEG Power earns revenues primarily by selling energy and capacity from its nuclear generation units and from the sale of wholesale natural gas through a full-requirements contract with PSE&G. PSEG Power also enters into bilateral contracts for energy, gas and other energy-related contracts to optimize the value of its portfolio of generating assets and its gas supply obligations.

Our other direct wholly owned subsidiaries are: PSEG Long Island LLC (PSEG LI), which operates the Long Island Power Authority’s (LIPA) electric transmission and distribution (T&D) system under a contractual agreement; PSEG Energy Holdings L.L.C. (Energy Holdings), which primarily holds our legacy lease investments and competitively bid, FERC regulated transmission; and PSEG Services Corporation (Services), which provides us and our operating subsidiaries with certain management, administrative and general services at cost.

OPERATIONS AND STRATEGY

PSE&G

Our regulated T&D public utility, PSE&G, distributes electric energy and natural gas to customers within a designated service territory running diagonally across New Jersey where approximately 6.8 million people, or about 74% of New Jersey's population resides.



Products and Services

Our utility operations primarily earn margins through:

- **Transmission**—the movement of electricity at high voltage from generating plants to substations and transformers, where it is then reduced to a lower voltage for distribution to homes, businesses and industrial customers. Our revenues for these services are based upon tariffs approved by the Federal Energy Regulatory Commission (FERC).
- **Distribution**—the delivery of electricity and gas to the retail customer's home, business or industrial facility. Our revenues for these services are based upon tariffs approved by the New Jersey Board of Public Utilities (BPU).

The commodity portion of our utility business' electric and gas sales is managed by basic generation service (BGS) and basic gas supply service (BGSS) suppliers. Pricing for those services is set by the BPU as a pass-through, resulting in no margin for our utility operations.

In addition, we continue to invest in and pursue opportunities in regulated clean energy programs, including EE, electric vehicle (EV) make-ready charging infrastructure and other potential investments.

We also earn margins through competitive services, such as appliance repair, in our service territory.

How PSE&G Operates

We are a transmission owner in PJM Interconnection, L.L.C. (PJM) which is an Independent System Operator (ISO) and Regional Transmission Organization (RTO) that operates the electric transmission system in the Mid-Atlantic Region, including New Jersey and the surrounding states. We provide distribution service to 2.4 million electric customers and 1.9 million gas customers in a service area that covers approximately 2,600 square miles running diagonally across New Jersey. We serve the most densely populated, commercialized and industrialized territory in New Jersey, including its six largest cities and approximately 300 suburban and rural communities.

Transmission

We use formula rates for our transmission cost of service and investments. Formula rates provide a method of rate recovery where the transmission owner annually determines its revenue requirements through a fixed formula that provides for a recovery of our operating costs and a return of and on our capital investments in the system, net of accumulated depreciation and deferred tax liabilities (also known as rate base) using an approved return on equity (ROE) in developing the weighted average cost of capital. Under this formula, rates are put into effect in January of each year based upon our internal forecast of annual expenses and capital expenditures. Rates are subsequently trued up to reflect actual annual expenses and capital expenditures. Our transmission revenues are not impacted by sales volumes. Our current approved transmission rates provide for a base ROE of 9.90% and a 50 basis point adder for our membership in PJM as an RTO. See Item 7. MD&A—Executive Overview of 2025 and Future Outlook for additional information.

Distribution

PSE&G distributes electricity and natural gas to end users in our respective franchised service territories. Our distribution rates are subject to periodic rate cases approved by the BPU. In October 2024, the BPU issued an Order approving the settlement of PSE&G's electric and gas distribution base rate case with new rates effective October 15, 2024. The Order provided for a $17.8 billion rate base, a 9.6% return on equity for PSE&G's distribution business and a 55% equity component of its capitalization structure. For additional information, see Item 8. Note 5. Regulatory Assets and Liabilities.

The BPU has also approved a series of PSE&G infrastructure, EE, EV and renewable energy investment programs with cost recovery through various clause mechanisms. For a discussion of proposed and approved programs, see Investment Clause Programs as follows and Item 7. MD&A—Executive Overview of 2025 and Future Outlook.

Our load requirements are split among commercial, residential and industrial customers, as shown in the following table for 2025:

	% of 2025 Sales	
Customer Type	**Electric**	**Gas**
Commercial	57%	38%
Residential	34%	58%
Industrial	9%	4%
Total	**100%**	**100%**

Our customer base has modestly increased since 2021, with electric and gas loads changing as illustrated in the following table:

	Electric and Gas Distribution Statistics			
	Customers as of December 31, 2025	**Historical Annual Customer Growth 2021-2025**	**Electric Sales and Firm Gas Sales for the Year Ended December 31, 2025 (A)**	**Historical Annual Load Increase 2021-2025**
Electric	2.4 million	0.9%	40,561 Gigawatt Hours	0.4%
Gas	1.9 million	0.7%	2,633 Million Therms	2.1%

(A) Excludes sales from Gas rate classes that do not impact margin, specifically Contract, Non-Firm Transportation, Cogeneration Interruptible and Interruptible Services.

As part of the BPU's approval of the Clean Energy Future-Energy Efficiency (CEF-EE) filing in 2021, we implemented the Conservation Incentive Program (CIP) that trues up PSE&G's distribution margin to a rate case-approved baseline per customer for the majority of our customers. As a result, electric and gas sales volumes and demands are no longer a driver of our margin and over 90% of our Electric and Gas Distribution margin will only vary based upon the number of customers. While load has modestly decreased in the past due to a decline in larger industrial customers, greater EE and other factors, a significant increase in load is anticipated due to the increasing adoption of EVs, the expansion of data centers and other large users in our area, ongoing growth in the number of customers, other sources of electrification and other factors, which will collectively drive the need for increased system investment.

Investment Clause Programs

The following table lists our major approved investment clause programs that are in progress:

Program	Investment	Approval Date	Term of Investment		Year Started
CEF-EE II	$2.9 billion	2024	6 years		2025
CEF-EE	$1.6 billion	2020	5 years	(A)	2020
Gas System Modernization Program (GSMP) III	$1.4 billion	2025	3 years	(B)	2026
GSMP II Extension	$902 million	2023	2 years	(C)	2024
Infrastructure Advancement Program (IAP)	$511 million	2022	4 years		2022
CEF-EV	$166 million	2021	~6 years		2021

(A) Rolling three-year program with over 80% of spending within 5 years, with limited spending thereafter.

(B) The program has a small amount of trailing costs expected to be spent in year 4.

(C) The program has a small amount of trailing costs expected to be spent in year 3.

To date, we launched three of the four components of our **CEF**:

- **EE**—designed to achieve EE targets required under New Jersey's Clean Energy Act through a suite of ten programs for residential, C&I programs, including low-income, multi-family, small business and local government.
- **Energy Cloud (EC)**—driven by the implementation of "smart meters," and new software and product solutions to improve our processes and better manage the electric grid. This project was completed in 2024.
- **EV**—primarily relating to preparatory work to deliver infrastructure to the charging point for three programs: residential smart charging; Level-2 mixed use charging; and direct current (dc) fast charging.

Our CEF-Energy Storage (ES) program, which was filed with the BPU in October 2018, is being held in abeyance.

GSMP III—designed to replace at least 600 miles of cast iron and unprotected steel mains and services in our gas system.

GSMP II Extension—designed to replace at least 400 miles of cast iron and unprotected steel mains and services in our gas system.

IAP—designed to improve the reliability of the "last mile" of our electric distribution system and address aging substations and gas metering and regulation stations.

See Item 7. MD&A—Executive Overview of 2025 and Future Outlook for additional information.

Solar Generation

We have also undertaken solar initiatives at PSE&G, which primarily invest in utility-owned solar photovoltaic (PV) grid-connected solar systems installed on PSE&G property and third-party sites with our economics driven by our net investment in solar, with a contemporaneous return on that rate base.

Supply

We make no margin on the default supply of electricity and gas since the actual costs are passed through to our customers.

All electric and gas customers in New Jersey have the ability to choose their electric energy and/or gas supplier. Pursuant to BPU requirements, we serve as the supplier of last resort for two types of electric and gas customers within our service territory that are not served by another supplier. The first type provides default supply service for smaller C&I customers and residential customers at seasonally-adjusted fixed prices for a three-year term (BGS-Residential Small Commercial Pricing (RSCP)). These rates change annually on June 1 and are based on the average price obtained at auctions in the current year and two prior years. The second type provides default supply for larger customers, with energy priced at hourly PJM real-time market prices for a contract term of 12 months (BGS-Commercial Industrial Energy Pricing).

We procure the supply to meet our BGS obligations through auctions authorized by the BPU for New Jersey's total BGS requirement. These auctions take place annually in February. Once approved by the BPU, electricity prices for BGS service are set. Approximately one-third of PSE&G's total BGS-RSCP eligible load is auctioned each year for a three-year term. For information on current prices, see Item 8. Note 12. Commitments and Contingent Liabilities.

PSE&G procures the supply requirements of its default service BGSS gas customers through a full-requirements contract with PSEG Power. The BPU has approved a mechanism designed to recover all gas commodity costs related to BGSS for residential customers. BGSS filings are made annually by June 1 of each year, with a targeted effective date of provisional rates by October 1. PSE&G's revenues are matched with its costs using deferral accounting, with the goal of achieving a zero cumulative balance by September 30 of each year. In addition, we have the ability to put in place two self-implementing BGSS increases on December 1 and February 1 of up to 5% and also may reduce the BGSS rate at any time and/or provide bill credits. Any difference between rates charged under the BGSS contract and rates charged to our residential customers is deferred and collected or refunded through adjustments in future rates. C&I customers that do not select third-party suppliers are also supplied under the BGSS arrangement. These customers are charged a market-based price largely determined by prices for commodity futures contracts.

PSEG Power & Other

PSEG Power & Other is predominantly comprised of its nuclear generation assets, its natural gas supply operations, the Operating Services Agreement (OSA) of PSEG LI with LIPA, and other legacy investments. PSEG Power is a public utility within the meaning of the Federal Power Act (FPA) and the payments it receives and how it operates are subject to FERC regulation.

PSEG Power

Products and Services

As a nuclear generation owner and operator, our revenue has been derived primarily from energy, capacity and ancillary services sold to PJM in the spot markets. These products and services may also be hedged through exchange markets or bilaterally.

PSEG Power also sells wholesale natural gas, primarily through a full-requirements BGSS contract with PSE&G to meet the needs of PSE&G's default service customers. In 2022, the BPU approved an extension of the long-term BGSS contract to March 31, 2027, and thereafter the contract remains in effect unless terminated by either party with a two-year notice.

PSEG Power supplies PSE&G's peak daily gas requirements through its balanced portfolio of firm gas transportation capacity, storage contracts, contract peaking supply, and liquefied natural gas and propane. Based upon the availability of natural gas beyond PSE&G's actual daily needs, PSEG Power sells gas to other customers and shares these proceeds with PSE&G's customers.

How PSEG Power's Nuclear Generation Operates

As of December 31, 2025, PSEG Power had 3,758 MW of nuclear generation capacity. All of our nuclear generation capacity is located in New Jersey and Pennsylvania.

Our nuclear generation is considered to be base load. Base load units run the most and typically are called to operate whenever they are available. Variable operating costs are low due to the combination of highly efficient operations and the use of relatively lower-cost fuels. Performance is generally measured by the unit's "capacity factor," or the ratio of the actual output to the theoretical maximum output.

Nuclear Fuel Supply

We have long-term contracts for nuclear fuel. These contracts provide for:

- purchase of uranium (concentrates and uranium hexafluoride),
- conversion of uranium concentrates to uranium hexafluoride,
- enrichment of uranium hexafluoride, and
- fabrication of nuclear fuel assemblies.

We expect to be able to meet the nuclear fuel supply demands of our operations. However, there are limited suppliers for certain aspects of this supply chain and the ability to maintain an adequate fuel supply could be affected by several factors not within our control, including changes in prices and demand, tariffs, curtailments by suppliers, severe weather, environmental regulations, war and hostilities, and other factors. For additional information and a discussion of risks, see Item 1A. Risk Factors, Item 7. MD&A—Executive Overview of 2025 and Future Outlook and Item 8. Note 12. Commitments and Contingent Liabilities.

Markets and Market Pricing

All of PSEG Power's nuclear generation assets are located within the PJM RTO. In PJM, owners of power plants specify prices at which they are prepared to generate and sell energy based on the marginal cost of generating energy from each individual unit. Typically, the bid price of the last unit dispatched by PJM establishes the energy market-clearing price.

This method of determining supply and pricing creates a situation where natural gas prices often have a major influence on the price that generators will receive for their output, especially in periods of relatively strong or weak demand. Therefore, changes in the price of natural gas will often translate into changes in the wholesale price of electricity and will continue to have a strong influence on the price of electricity in the markets in which we operate.

Market wholesale prices may vary by location resulting from congestion or other factors and do not necessarily reflect our contract prices. Forward prices are volatile and there can be no assurance that current forward prices will remain in effect or that we will be able to contract output at these forward prices.

In August 2022, the Inflation Reduction Act (IRA) was signed into law expanding incentives that promote carbon-free generation. The enacted legislation established the production tax credit (PTC) for electricity generation using nuclear energy, which began January 1, 2024 and is available through 2032. PSEG Power's nuclear plants are eligible to benefit from the PTC. The expected PTC rate is up to $15 per megawatt hour (MWh) subject to adjustment based upon a facility's gross receipts and meeting prevailing wage rules. The PTC rate and the gross receipts threshold are subject to annual inflation adjustments. Until additional guidance is issued by the U.S. Treasury, the final realized value of the PTC is subject to adjustment, which may be material. PSEG did not record any PTCs for any of its nuclear units in 2025 as gross receipts exceeded the level at which we would receive PTCs. However, the PTC continues to provide a benefit to our nuclear units by helping to mitigate the exposure to potential downside market volatility.

Our nuclear generating units' performance and market prices have a considerable effect on our profitability. The PTC is designed to increase with inflation, and therefore, future inflation levels will impact the potential financial support for our nuclear units. In addition, market revenues in excess of the PTC threshold provide opportunity for incremental benefit.

PSEG Power's Salem 1, Salem 2 and Hope Creek nuclear plants were also awarded zero emission certificates (ZECs) by the BPU through May 2025. These nuclear plants received ZEC revenue from the electric distribution companies (EDCs) in New Jersey, which was equivalent to approximately $10/MWh. ZEC revenue recorded was reduced by the estimated PTCs generated from PSEG Power's Salem 1, Salem 2, and Hope Creek nuclear plants. ZEC revenue will be adjusted based upon the actual amount of the PTCs when guidance is issued on how to calculate gross receipts and that adjustment could be material.

In addition to energy sales, we earn revenue from capacity payments for our generating assets. These payments are compensation for committing our generating units to PJM for dispatch at its discretion. Capacity payments reflect the value to PJM of assurance that there will be sufficient generating capacity available at all times to meet system reliability and energy requirements.

In PJM the market design for capacity payments provides for a forward-looking, capacity pricing mechanism through the Reliability Pricing Model (RPM). For additional information regarding auction delays, complaints against PJM regarding RPM, PJM and FERC actions related to the capacity market construct and resulting market uncertainty, see Regulatory Issues—Federal Regulation.

The prices to be received by generating units in PJM for capacity have been set through RPM base residual and incremental auctions and depend upon the zone in which the generating unit is located. The average capacity prices that PSEG expects to receive from the base residual and incremental auctions which have been completed are disclosed in Item 8. Note 2. Revenues.

In addition, the PJM capacity market imposes performance obligations and non-performance penalties on resources during times of system stress. These rules provide an opportunity for bonus payments or require the payment of penalties depending on whether a unit is available during a performance interval.

Hedging Strategy

Generally, we seek to hedge the financial risks of our generation through sales at PJM West or other nodes corresponding to our nuclear generation portfolio. Our hedge transactions in PJM generally reflect energy sales at the liquid PJM Western Hub or other basis locations when available and other transactions that seek to secure price certainty for our energy output. Our hedging practices help to manage some of the volatility of the nuclear generation business when forward prices are greater than the level at which we would receive PTCs.

To mitigate volatility in our results, we seek to contract in advance to hedge the price exposure for a significant portion of our anticipated electric output, capacity and fuel needs. Our hedging strategy also considers the risk reduction impact of the PTC, as the PTC is intended to provide sufficient and stable support for nuclear units. While the PTC eligibility period began in January 2024, the U.S. Treasury has yet to issue guidance regarding the definition of gross receipts. We continue to analyze the impact of the IRA on our nuclear units, including potential future guidance from the U.S. Treasury, potential impacts on hedging strategies and overall financial support.

We historically have sold a portion of our anticipated generation over a multi-year forward horizon, normally over a period of up to three years, while also retaining the flexibility to add hedges for longer terms if market conditions are favorable. Our hedging strategy has incorporated an estimated range of risk reduction impacts from the PTCs on our nuclear generation portfolio while retaining the ability to benefit when market pricing exceeds the level at which we would receive PTCs. As of December 31, 2025, we expect that our current portfolio position for 2026 will result in the realized value of our nuclear generation output being above the level at which we would receive PTCs. Our strategy may continue to evolve taking into account energy market conditions, PTC guidance uncertainty, and potential incremental changes upon receiving U.S. Treasury guidance.

Our fuel strategy is to maintain certain levels of uranium in inventory and to make periodic purchases to support such levels.

LIPA Operations Services Agreement (OSA)

PSEG LI has been operating LIPA's electric T&D system in Long Island, New York since 2014 under a 12-year OSA with LIPA that expired on December 31, 2025. In 2025, a five year extension of the contract was approved. A competitor in the contract bidding process filed litigation against LIPA challenging the process. LIPA filed a motion to dismiss the competitor's claim as untimely, which was granted by the New York Supreme Court in December 2025. The competitor filed an appeal in January 2026.

Under the OSA, PSEG LI acts as LIPA's agent in performing many of its obligations and in return (a) is prefunded for pass-through operating expenditures, (b) receives a fixed management fee and (c) is eligible to receive an incentive fee contingent on meeting established performance metrics.

Competitively Bid, FERC Regulated Transmission

PSEG continues to evaluate investment opportunities in regulated transmission. In December 2023, PJM awarded us an approximately $424 million project to construct a 500 kV transmission line to address increasing load and reliability issues in Maryland and northern Virginia as part of its 2022 Window 3 competitive solicitation. PJM directed that the project be placed in service in 2027. However, based on the procedural timeline established by order of the Maryland Public Service Commission, we do not currently believe a 2027 in-service date for the project is reasonably achievable. We are continuing to take all available steps to obtain approvals for timely project execution. We cannot predict the outcome.

PSEG will continue to evaluate opportunities to participate in transmission solicitation processes and may decide to submit bids for these opportunities, some of which could be material investments. For additional information, see Item 7. MD&A— Executive Overview of 2025 and Future Outlook.

Energy Holdings

Energy Holdings maintains our portfolio of legacy lease investments. See Item 8. Note 7. Long-Term Investments and Note 8. Financing Receivables for additional information.

COMPETITIVE ENVIRONMENT

PSE&G

Our T&D business is not affected when customers choose alternate electric or gas suppliers since we earn our return on our net investment in rate base to provide T&D service, not by supplying the commodity. Based on our transmission formula rate and the CIP program for electric and gas distribution, we are also minimally impacted by changes in customers' usage. Our growth is driven by (i) our investment program to deliver energy more reliably by investing to meet anticipated demand growth and modernizing our electric transmission and electric and gas distribution system and (ii) investing in programs that meet State targets to help deliver cleaner energy, including our EE programs to help customers use less energy and investment programs to build EV infrastructure and solar generation. There may also be opportunities to expand into related energy infrastructure, including generation and storage, though participation in these areas is subject to regulatory approval and market design, which continues to evolve. That growth can be affected by customer cost pressures which could result from higher commodity costs, higher supply costs to support subsidized renewable generation, higher operating costs, higher tax rates, macro-economic conditions including inflation, and other factors. Further, technological advances could impact the rate of growth of our gas and electric T&D businesses.

Changes previously ordered by FERC and implemented by PJM and other ISOs to eliminate contractual provisions that previously provided us a "right of first refusal" to construct new transmission projects in our service territory could result in third-party construction of transmission lines in our area in the future and also allow us to seek opportunities to build in other service territories. While there has been minimal impact so far, these rules continue to evolve so both the extent of the risk within our service territory and the opportunities for our transmission business elsewhere remain difficult to assess.

PSEG Power

Various market participants compete with us and one another in transacting in the wholesale energy markets and entering into bilateral contracts. Our competitors include but are not limited to merchant generators, utility generators, energy marketers, retailers, private equity firms, and other financial entities.

Anticipated demand growth and the pace of that relative to retirements of existing firm generation and new additions of intermittent and firm generation capacity, as well as subsidized generation capacity, or technological advances could impact forward market prices in the future.

PJM has a capacity market that has been approved by FERC. FERC regulates this market and must approve market design rule changes proposed by PJM. For information regarding recent actions by FERC relating to capacity market design, see the discussion in Regulatory Issues—Federal Regulation.

Environmental issues could also impact our competitiveness, including requirements regarding capital investments at our nuclear stations, such as cooling towers, and could lead to a material adverse effect, while other actions to further regulate carbon dioxide emissions could better position our nuclear plants.

HUMAN CAPITAL MANAGEMENT

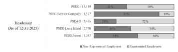
Our human capital management strategy is integrated with our overall business strategy. Our values and strong culture of inclusion support our goal to attract, develop and retain a high performing diverse workforce - one with the skill sets to succeed in a rapidly evolving environment.

We believe in treating people with dignity and respect, protecting each of our fundamental human rights, and striving to maintain the high standards of ethical conduct on which our business and reputation have been built.

The Organization and Compensation Committee of the PSEG Board of Directors is responsible for the oversight of PSEG's human capital management strategy and risks. It is updated regularly on matters related to culture, executive compensation, and leadership succession and development. Safety metrics, such as leading indicators, serious injury rate, Occupational Safety and Health Administration (OSHA) recordable incidence rate, and OSHA days away from work rate, are regularly monitored and reported to our Board.

Fifty-nine percent of our workforce is represented by six unions under various collective bargaining agreements that cover wages, benefits and other terms and conditions of employment. Our current agreements with all six unions remain in place until 2027 and support strategic objectives and business goals.

The following chart presents our total employee population indicating percentages of employees that are represented by a labor organization:



As of December 31, 2025, women constituted approximately 28% of our non-represented employees and 19% of our total workforce. People who are racially/ethnically diverse constituted approximately 36% of our non-represented employees and 31% of our total workforce.

Safety and Security

The safety and security of our employees and the public are integrated into our culture and business operations. We demonstrate this by providing support to employees so that everyone is empowered and encouraged to question, stop and correct any unsafe act or condition and provide feedback on safety and security matters. We take measures to provide employees with proper knowledge, training and protective equipment to maintain their personal health and safety and to mitigate workplace risks.

Employee Experience & Engagement

We provide our dedicated workforce the tools, the resources and an inclusive workplace culture needed to deliver safe and reliable energy to our customers. Under our Inclusion for All program, we embrace a broad definition of diversity as reflected in our values where we look to embrace each other's differences. Our efforts are supported by our Employee Business Resource Groups and Local Inclusion Teams within our business units and field locations. We seek to offer opportunities that are relevant and accessible to all employees, including community outreach, volunteerism, mentorship, recognition and professional development.

To determine if we are being responsive to the needs of our employees, we routinely assess the impact of our work by soliciting employee feedback through focus groups, listening sessions, pulse surveys and a biennial employee engagement survey.

Talent Management

Our recruitment strategy is focused on hiring a workforce to meet our business objectives, including critical skilled trades roles. We have a comprehensive workforce planning strategy to support our hiring needs. It includes hiring ahead of attrition for skilled trades roles, community outreach, workforce development and strategic sourcing with key external partners like trade schools, colleges, county workforce development boards, and other non-profit partners.

We value the growth and development of all our employees and offer a variety of opportunities to enhance their skills and abilities. We hold talent reviews and succession discussions regularly for leadership and critical positions to support workforce planning. We use tailored development opportunities and other tools to build a strong internal pipeline that is ready to take the next step in their careers. We continue to focus on upskilling roles to adapt to evolving technologies and digital advancements.

Total Rewards Program

We support the wellbeing of our employees through a comprehensive total rewards program. We provide competitive compensation to our workforce and offer a benefits program that is designed to support physical, emotional, social and financial wellbeing.

REGULATORY ISSUES

In the ordinary course of our business, we are subject to regulation by, and are party to various claims and regulatory proceedings with FERC, the BPU, the Commodity Futures Trading Commission (CFTC) and various state and federal environmental regulators, among others. For information regarding material matters, other than those discussed below, see Item 8. Note 12. Commitments and Contingent Liabilities. In addition, information regarding PSE&G's specific filings pending before the BPU is discussed in Item 8. Note 5. Regulatory Assets and Liabilities.

Federal Regulation

FERC is an independent federal agency that regulates the transmission of electric energy and natural gas in interstate commerce and the sale of electric energy and natural gas at wholesale pursuant to the FPA and the Natural Gas Act. PSE&G and certain operating subsidiaries of PSEG Power are public utilities as defined by the FPA. FERC has extensive oversight over such public utilities. FERC approval is usually required when a public utility seeks to: sell or acquire an asset that is regulated by FERC (such as a transmission line or a generating station); collect costs from customers associated with a new transmission facility; charge a rate for wholesale sales under a contract or tariff; or engage in certain mergers and internal corporate reorganizations.

FERC also regulates RTOs/ISOs, such as PJM, and their regional transmission planning processes as well as their energy and capacity markets.

Transmission Regulation

FERC has exclusive jurisdiction to establish the rates and terms and conditions of service for interstate transmission. We currently have FERC-approved formula rates in effect to recover the costs of our transmission facilities. Under this formula, rates are put into effect in January of each year based upon our internal forecast of annual expenses and capital expenditures. Rates are subsequently trued up to reflect actual annual expenses and capital expenditures.

Transmission Rate Proceedings and ROE—From time to time, various matters are pending before FERC relating to, among other things, transmission planning and transmission rates and returns, including incentives. Depending on their outcome, any of these matters could materially impact our results of operations and financial condition.

In a rulemaking proceeding issued in 2021, FERC proposed to eliminate the existing 50 basis point adder for RTO membership, which is currently available to PSE&G and other transmission owners in RTOs. Elimination of the RTO adder for RTO membership would reduce PSE&G's annual Net Income and annual cash inflows by approximately $40 million.

Transmission Planning Proceedings—In May 2024, FERC issued a Final Rule to reform regional transmission planning and cost allocation. This order requires transmission providers like PJM to engage in long-term regional planning of not less than 20 years. It also requires certain reforms to the local planning process, including enhancing the transparency of that process and evaluating whether local transmission facilities that need replacing can be "right-sized" to meet broader regional needs.

In December 2025, both PJM and its Transmission Owners made compliance filings at FERC seeking to implement the Final Rule's requirements, including establishing a comprehensive set of long-term transmission needs based on a 20-year planning horizon, providing a role for the states in identifying needs and solutions, and establishing procedures for identifying and planning "right-sized" replacement facilities. If approved by FERC, these changes will provide a regulatory framework for the planning of transmission infrastructure to help address resource adequacy challenges in PJM. Separately, the PJM Transmission Owners, including PSE&G, are working with the states to develop cost allocation rules to decide who will pay for these long-term transmission facilities, with a FERC filing to be made later in 2026.

In December 2024, a coalition of industrial customers and state ratepayer advocates filed a complaint at FERC against various named public utilities and RTOs/ISOs, including PJM. The complaint alleges that local planning has produced inefficient planning and projects that are not cost-effective, and therefore requests that FERC require the application of regional planning requirements, including relevant competitive solicitation processes, to all transmission facilities over 100kV. The complaint also requests that FERC require RTOs/ISOs to appoint an "Independent System Planner" to oversee transmission planning. While PSEG is not a named party in the complaint, our local planning authority and rights may be impacted by the resolution of this proceeding. We cannot predict the outcome of this proceeding.

Regulation of Wholesale Sales—Generation/Market Issues/Market Power

Under FERC regulations, public utilities that wish to sell power at market rates must receive FERC authorization (market-based rate (MBR) authority) to sell power in interstate commerce before making power sales. They can sell power at cost-based rates or apply to FERC for authority to make MBR sales. For a requesting company to receive MBR authority, FERC must first determine that the requesting company lacks market power in the relevant markets and/or that market power in the relevant markets is sufficiently mitigated. Certain PSEG companies are public utilities and currently have MBR authority. These companies, which include PSEG Energy Resources & Trade LLC, PSEG Nuclear LLC and PSE&G must file at FERC every three years to update their market power analyses. At the end of 2025, PSEG filed an updated market power analysis.

In October 2024, FERC issued a Final Rule that eliminates compensation for reactive power in circumstances when the generator is operating within the normal power factor range specified in its interconnection agreement. FERC denied rehearing of this order in June 2025 and in August 2025 accepted a PJM filing that establishes a June 1, 2026 date for elimination of reactive power compensation. In August 2025, PSEG sought judicial review of FERC's decision. This appeal is pending and we cannot predict the outcome. The loss of reactive power compensation is not expected to have a material impact on PSEG's results of operations.

In addition, there are ongoing proceedings at FERC that may impact the interconnection of large loads such as data centers to the power grid, including addressing the issue of what transmission services and charges should be paid by future co-located customers. In February 2025, FERC issued a "show cause" order directing PJM and PJM transmission owners to explain why the PJM tariff is just and reasonable or, alternatively, what revisions might be necessary to address perceived gaps in the PJM tariff with respect to co-located load arrangements. In December 2025, FERC issued an order in this proceeding finding the PJM tariff to be unjust and unreasonable, directing PJM to file tariff revisions to reflect new types of transmission services that will be made available to co-located loads and establishing a paper hearing to set the appropriate level of charges to be paid by co-located load customers.

Relatedly, in October 2025, in response to a directive by the Secretary of Energy, FERC initiated a rulemaking proceeding to establish rules by the end of April 2026 to facilitate the interconnection of large load customers to the transmission system through a queue process. We cannot predict the outcome of these matters.

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Energy Clearing Prices

Energy clearing prices in the markets in which we operate are generally based on bids submitted by generating units. Under FERC-approved market rules, bids are subject to price caps and mitigation rules applicable to certain generation units. FERC rules also govern the overall design of these markets. At present, all units, including those owned by PSEG, within a delivery zone receive a clearing price based on the bid of the marginal unit (i.e., the last unit that must be dispatched to serve the needs of load) which can vary by location.

Capacity Market Issues

PJM operates a capacity market called the Reliability Pricing Model (RPM), the rules for which are approved by FERC. RPM incorporates a forward auction for installed capacity. Under the RPM, generators located in constrained areas within PJM are paid more for their capacity as an incentive to ensure adequate supply where generation capacity is most needed.

Over the past few years, RPM has been under considerable scrutiny at both the federal and state level as clearing prices in the capacity auctions have reached unprecedented levels and there is growing concern that the capacity market is not procuring sufficient generation to meet increasing demand for electricity.

In PJM's most recent capacity auction run in December 2025, the auction cleared at the FERC-approved price cap of $333.44/MW-day, and PJM indicated that without the price cap the clearing price would have been $529.80/MW-day. Furthermore, for the first time, PJM was unable to procure enough generation to meet its reliability requirement, which incorporates a 20% reserve margin to meet demand during times of system stress. In fact, PJM fell 6,625 MW short of meeting this reliability requirement.

In January 2026, the White House's National Energy Dominance Council and governors from all 13 states in PJM signed an agreement urging PJM to expeditiously reform its capacity market to ensure reliability and lower costs to consumers. Specifically, the agreement seeks to provide "15 year price certainty," which may be accomplished by having PJM conduct a reliability backstop auction to procure new generation capacity. The agreement also supports an extension of the existing price collar for two more Base Residual Auctions, which PJM has recently indicated it supports. Over the next few months, PJM will be developing rules that will enable it to run such an auction in September 2026 following FERC approval of rules changes. One of the open questions is which set of customers will pay the generation procurement costs, and whether zones where demand exceeds supply will pay a proportionately larger allocation of costs. PJM will also be considering other reforms to its markets.

Compliance

Reliability Standards—PSEG is required to comply with the North American Electric Reliability Corporation (NERC) Reliability Standards, promulgated by NERC and approved by FERC, which are designed to ensure the security and reliability of the United States electric transmission and generation system (the "electric grid"). As a result, PSEG is subject to requirements governing the planning and operation of the electric grid, and requirements governing the physical and cyber security of PSEG assets that are used to protect and operate the electric grid. Due to the increasing sophistication of physical and cyber security threats to the security and reliability of the electric grid, it is anticipated that FERC and NERC will continue to promulgate new Reliability Standards, and modify existing Reliability Standards, to meet these challenges.

CFTC

In accordance with the Dodd-Frank Wall Street Reform and Consumer Protection Act, the SEC and the CFTC continue to implement a regulatory framework for swaps and security-based swaps. The rules are intended to reduce risk, increase transparency and promote market integrity within the financial system by providing for the registration and comprehensive regulation of swap dealers and by imposing recordkeeping, data reporting, margin and clearing requirements with respect to swaps. We are currently subject to recordkeeping and data reporting requirements applicable to commercial end users. The CFTC finalized rules establishing federal position limits for trading in certain commodities, such as natural gas. Entities such as PSEG began complying with the rules in 2022.

Nuclear

Nuclear Regulatory Commission (NRC)

Our operation of nuclear generating facilities is subject to comprehensive regulation by the NRC, a federal agency established to regulate nuclear activities to ensure the protection of public health and safety, as well as the environment. Such regulation involves testing, evaluation and modification of all aspects of plant operation in light of NRC safety, security, cybersecurity, and environmental requirements. Continuous demonstration to the NRC that plant operations meet requirements is necessary.

The NRC has the ultimate authority to determine whether any U.S. nuclear generating unit may operate. The NRC conducts ongoing reviews of nuclear industry operations experience and may issue or revise regulatory requirements. We are unable to predict the final outcome of these reviews or the cost of any actions we would need to take to comply with any new regulations, including possible modifications to the Salem, Hope Creek and Peach Bottom facilities, but such costs could be material.

The current operating licenses of our nuclear facilities expire in the years shown in the following table:

Unit	Year
Salem Unit 1	2036
Salem Unit 2	2040
Hope Creek	2046
Peach Bottom Unit 2	2053
Peach Bottom Unit 3	2054

In 2024, PSEG submitted a letter to the NRC regarding a potential timeline to seek a second license renewal for our Salem and Hope Creek units. This second license renewal would extend the operating licenses through 2056 and 2060 for Salem Units 1 and 2, respectively, and 2066 for Hope Creek.

In 2022, the NRC issued an order related to its review of the subsequent license renewal (SLR) application for the Peach Bottom nuclear units which concluded that the previous environmental review required by the National Environmental Policy Act (NEPA) was incomplete and changed the expiration dates for the licenses to 2033 and 2034, until the completion of the NEPA analysis. The NEPA analysis was completed in 2025 and the NRC reinstated the 2053 and 2054 license expiration dates for the Peach Bottom units.

State Regulation

Our principal state regulator is the BPU, which oversees electric and natural gas distribution companies in New Jersey. We are also subject to various other states' regulations due to our operations in those states.

Our New Jersey utility operations are subject to comprehensive regulation by the BPU including, among other matters, regulation of retail electric and gas distribution rates and service, the issuance and sale of certain types of securities and compliance matters.

In addition to base rates, we recover certain costs or earn on certain investments pursuant to mechanisms known as adjustment clauses. These clauses permit the flowthrough of costs to, or the recovery of investments from, customers related to specific programs, outside the context of base rate proceedings. Recovery of these costs or investments is subject to BPU approval for which we make periodic filings. Delays in the pass-through of costs or recovery of investments under these mechanisms could result in significant changes in PSE&G's cash flow. PSE&G's participation in solar, EV and EE programs is also regulated by the BPU, as the terms and conditions of these programs are approved by the BPU. BPU regulation can also have a direct or indirect impact on our power generation business as it relates to energy supply agreements and energy policy in New Jersey.

New Jersey Energy Master Plan (EMP) and Future of Gas Stakeholder Proceeding—In June 2022, the BPU commenced a proceeding to update New Jersey's EMP. An effort was subsequently undertaken during 2023 through early 2025 to create a revised plan, including a series of stakeholder meetings and comments. In March 2025, BPU Staff and a third-party consultant discussed the results of their modeling. The main themes presented were: a need for continued reliability and affordability; challenges for New Jersey to achieve greenhouse gas reduction goals; the new capacity additions that are needed to maintain system reliability, and that these additions can be "clean firm" additions (without details of the meaning of "clean firm"); and the need for new strategies to guide the evolution of natural gas. Following the receipt of additional comments, in November 2025 the BPU released the updated EMP.

The updated EMP included a set of what was presented as "No Regrets" recommendations, described as strategies the state should pursue regardless of any other planning scenarios or steps taken as a broader energy planning strategy. These recommendations include accelerated deployment of clean energy generation sources (for example, solar, wind, advanced nuclear); continued investment in energy efficiency; grid modernization; transportation electrification; workforce development; and expansion of customer assistance programs. In addition to these strategies, the EMP also presents modeling based on 2023-2024 data for alternative pathways to achieve state goals (high electrification, hybrid electrification and remaining at the current state). Given the new administration took office in January 2026, it is not clear how the EMP might influence New Jersey's energy policy and we cannot predict the impact on our business that might result.

Stakeholder Proceeding on Gas Competition, BGSS—In February 2023, the BPU announced that it would open a new docket to conduct a stakeholder proceeding regarding gas supply issues previously raised by competitive gas suppliers, including third-party suppliers' participation in New Jersey gas distribution companies' annual BGSS filings, and other aspects of the existing BGSS construct. There has been no public activity in this matter since May 2023.

Regional Energy Access (REA) Expansion Project — In September 2024, the United States Circuit Court for the District of Columbia Circuit vacated FERC approval of the REA Expansion Project, which involves a natural gas pipeline running through New Jersey and several other states, and in which PSEG Energy Resources & Trade, LLC, the provider of gas supplies to satisfy PSE&G's BGSS customers, is a customer. The court found that FERC failed to properly consider the environmental consequences of the project, and the alleged lack of market demand for additional natural gas capacity in New Jersey. In January 2025, FERC responded to the Circuit Court's concerns and reinstated its approval of the project. In February 2025, a subset of intervenors filed a rehearing request seeking to overturn FERC's reinstatement of the REA certificate. The same subset of intervenors also filed a motion for an evidentiary hearing. In March 2025, the rehearing request was denied by operation of law, and in August 2025 FERC addressed the arguments raised on rehearing while confirming the denial of the rehearing request and motion for evidentiary hearing.

Energy Efficiency, Triennial Review—In November 2025, BPU Staff issued its straw proposal for the third triennium framework and requirements for energy efficiency programs. The proposed framework suggests changes that, if adopted as proposed, would increase risk to utilities implementing these programs to meet energy efficiency targets that are required by law. PSE&G submitted responsive comments recommending changes to the proposed framework that, if accepted, could better enable optimization of investments and benefits including achieving energy savings targets. Depending on the timing of BPU approval of a final framework, utilities could be expected to file triennium 3 program proposals during 2026 for a program to begin in July 2027. We cannot predict the outcome of this review and straw proposal at this time.

BGS Process—In July 2025, New Jersey's EDCs, including PSE&G, filed their annual joint proposal for the conduct of the February 2026 BGS auction covering energy years 2027 through 2029. The February 2025 BGS auction resulted in a significant cost increase for electricity supplied by PSE&G and all other New Jersey electric distribution companies that was reflected in customers' rates beginning June 1, 2025. The cost increases were in large part due to higher prices from the PJM capacity market (base residual auction). Rates resulting from the February 2026 BGS auction will become effective June 1, 2026.

Grid Modernization—In June 2022, following a stakeholder proceeding, the BPU Staff issued a report containing findings and recommendations to update the BPU's interconnection regulations and processes. In furtherance of the recommendations, in June 2024 the BPU amended its interconnection rules to speed up the interconnection of renewable resources to the distribution grid. Separately, in July 2024, BPU Staff convened a working group to develop recommendations for integrated distribution planning for distributed energy resources. In July 2025 and January 2026, the BPU adopted various regulations intended to streamline the process for utility interconnection applications and ensure compliance with a recently enacted law mandating that EDCs in New Jersey improve the interconnection process for certain grid supply solar and energy storage facilities. We cannot predict the impact on our business or results of operations from this Grid Modernization plan or any laws, rules or regulations promulgated as a result thereof, particularly as they may relate to PSE&G's electric distribution assets.

Cybersecurity Regulation

Federal—NERC Critical Infrastructure Protection standards establish cybersecurity and physical security protections for critical systems and facilities. These standards are also designed to promote coordination, threat sharing and interaction between utilities and various government agencies regarding potential cyber and physical threats against the nation's electric grid. The Critical Infrastructure Protection standards are designed to protect Bulk Electric System (BES) Cyber Systems that would impact the reliable operation of the BES. PSE&G is obligated to comply with the NERC Critical Infrastructure Protection standards. NERC continues to examine revising criteria for low-impact cyber systems, which could result in expanding the Critical Infrastructure Protection standards to a larger set of applicable cyber assets.

NERC Critical Infrastructure Protection standards do not apply to nuclear facilities which are instead governed by the NRC for purposes of physical and cyber security. NRC has a number of risk-informed, performance-based security programs in place to effectively protect U.S. commercial nuclear facilities. NRC has existing requirements, effective processes, and the expertise to regulate and inspect cybersecurity to ensure the federal requirements are met.

NRC requires operating nuclear power plant licensees and license applicants to ensure that digital computer and communication systems associated with a nuclear power plant's safety, security, and emergency preparedness functions are protected from cyberattacks. As a result, computer systems at operating power plants that monitor and control safety systems and help the reactor operate are isolated from external communications. Security systems that provide safeguards of the facility are also isolated from external communications, including the Internet.

NRC's Office of Nuclear Security and Incident Response established the Cyber Security Branch (CSB) to strengthen internal governance of the agency's regulatory activities. The CSB plans, coordinates, and manages agency activities related to cybersecurity for NRC applicants and licensees, such as security programs' development and policy enhancements to prevent malevolent cyber acts against NRC-licensed facilities. The CSB's cybersecurity-related responsibilities include developing rules and guidance, reviewing licensing actions, developing policy enhancements, and overseeing NRC-licensed facilities.

NRC regularly monitors the threats associated with cybersecurity, including potential threats against NRC-licensed facilities. Within the CSB there is a cyber assessment team that assesses real-world cyber events at NRC-licensed facilities. The team evaluates whether an identified threat could impact licensed facilities and makes recommendations for NRC actions and communications to the licensees. Furthermore, the NRC has established liaison relationships with the intelligence and law enforcement communities to include the National Counterterrorism Center, the U.S. Department of Homeland Security's (DHS) Computer Emergency Response Team, and the Federal Bureau of Investigation.

The Transportation Security Administration, an agency of the DHS, has issued multiple security directives since May 2021 designed to mitigate cybersecurity threats to natural gas pipelines.

State—The BPU requires utilities, including PSE&G, to, among other things, implement a cybersecurity program that defines and implements organizational accountabilities and responsibilities for cyber risk management activities, and establishes policies, plans, processes and procedures for identifying and mitigating cyber risk to critical systems. Additional requirements of this order include, but are not limited to (i) annually inventorying critical utility systems; (ii) annually assessing risks to critical utility systems; (iii) implementing controls to mitigate cyber risks to critical utility systems; (iv) monitoring log files of critical utility systems; (v) reporting cyber incidents to the BPU; and (vi) establishing a cybersecurity incident response plan and conducting biennial exercises to test the plan. In addition, New York's Stop Hacks and Improve Electronic Data Security (SHIELD) Act, which became effective in March 2020, requires businesses that own or license computerized data that includes New York State residents' private information to implement reasonable safeguards to protect that information.

ENVIRONMENTAL MATTERS

We are subject to federal, state and local laws and regulations with regard to environmental matters. Our associated obligations change as legislatures and regulators pass new laws and regulations and amend existing ones. Therefore, it is difficult to project future costs of compliance and their impact on competition. The costs of compliance associated with any new requirements that may be imposed by future regulations are not known but may be material.

For additional information related to environmental matters, including proceedings not discussed below, as well as anticipated expenditures for installation of compliance technology, hazardous substance liabilities and fuel and waste disposal costs, see Item 1A. Risk Factors and Item 8. Note 12. Commitments and Contingent Liabilities.

Air Pollution Control

Our facilities are subject to federal, state and local regulation that requires controls of emissions from sources of air pollution and imposes recordkeeping, reporting and permit requirements.

Water Pollution Control

The Federal Water Pollution Control Act prohibits the discharge of pollutants from point sources to water, except pursuant to a duly issued permit. These permits must generally be renewed every five years. Applicable regulations also impose obligations on facility operators like PSEG Power to install certain technology to treat their discharges to ensure discharges meet certain water quality requirements.

The Environmental Protection Agency's (EPA) Clean Water Act (CWA) Section 316(b) rule establishes requirements for the regulation of cooling water intakes at existing power plants, such as Salem.

Hazardous Substance Liability

PSEG's operations involve substances and byproducts classified by environmental regulations as hazardous. These regulations impose handling, storage and disposal requirements for hazardous materials. They also impose liability for damages to the environment, including cash penalties.

Site Remediation—Federal and state environmental laws and regulations require the cleanup of discharged hazardous substances. They authorize the EPA, the New Jersey Department of Environmental Protection (NJDEP) and private parties to commence lawsuits to compel clean-ups or seek reimbursement for such remediation. The clean-ups can be more complicated and costly when the hazardous substances are in or under a body of water. Clean-up obligations may be imposed regardless of the absence of fault, contractual agreements between parties, or the legality of activities at the time of discharge.

In May 2024, the EPA finalized revisions to the coal combustion residuals rule (CCR Rule) which established new requirements for the investigation and, if necessary, the cleanup of certain types of coal ash placed at certain fossil generation station sites, including certain sites owned or formerly owned by PSEG Power. We are in the process of investigating each of the sites that we currently own that are subject to the CCR Rule, as well as sites that we formerly owned that are subject to the CCR Rule where we retained certain environmental obligations to investigate and, if necessary, remediate. PSEG is currently unable to estimate the impact of the CCR Rule, but it could have a material impact on our business, results of operations and cash flows.

Natural Resource Damages—Federal and state environmental laws and regulations authorize damage assessments against persons who have caused an injury to natural resources through the discharge of a hazardous substance. The NJDEP requires persons conducting remediation to address such injuries through restoration or damage assessments.

Wildlife and Habitat Protection

Federal and state environmental laws and regulations govern activities that may harm certain wildlife or habitats. These laws and regulations impose permit requirements, prohibit certain activities, and impose penalties for violations.

In December 2024, the U.S. Fish and Wildlife Service proposed to designate the monarch butterfly as a "threatened" species under the federal Endangered Species Act. PSEG is unable to determine the impact of this development.

Fuel and Waste Disposal

Nuclear Fuel Disposal—The federal government has entered into contracts with the operators of nuclear power plants for transportation and ultimate disposal of spent nuclear fuel. Under the Nuclear Waste Policy Act of 1982 (NWPA), nuclear plant owners are required to contribute to a Nuclear Waste Fund to pay for this service. Since May 2014, the nuclear waste fee rate has been zero. No assurances can be given that this fee will not be increased in the future. The NWPA allows spent nuclear fuel generated in any reactor to be stored in reactor facility storage pools or in Independent Spent Fuel Storage Installations located at reactors or away from reactor sites.

We have on-site storage facilities that are expected to satisfy the storage needs of Salem 1, Salem 2, Hope Creek, Peach Bottom 2 and Peach Bottom 3 through the end of their operating licenses.

Low-Level Radioactive Waste—As a by-product of their operations, nuclear generation units produce low-level radioactive waste. Such waste includes paper, plastics, protective clothing, water purification materials and other materials. These waste materials are accumulated on site and disposed of at licensed permanent disposal facilities. New Jersey, Connecticut and South Carolina have reached an agreement that gives New Jersey nuclear generators continued access to a waste disposal facility which is owned by South Carolina. We believe that this agreement will provide for adequate low-level radioactive waste disposal for Salem and Hope Creek through the end of their current licenses including full decommissioning, although no assurances can be given. Additionally, there are on-site storage facilities for Salem, Hope Creek and Peach Bottom, which we believe have the capacity for at least five years of temporary storage for each facility.

INFORMATION ABOUT OUR EXECUTIVE OFFICERS (PSEG)

Name	Age as of December 31, 2025	Office	Effective Date First Elected to Present Position
Ralph A. LaRossa	62	Chair of the Board (COB), President and Chief Executive Officer (CEO) - PSEG	January 2023 to present
		President and CEO -PSEG	September 2022 to present
		Chief Operating Officer (COO) - PSEG	January 2020 to August 2022
		COB and CEO - PSE&G	September 2022 to present
		COB, President and CEO - PSEG Power	May 2023 to present
		COB and CEO - PSEG Power	September 2022 to May 2023
		COB and CEO - Energy Holdings	September 2022 to present
		COB, CEO and President - Services	September 2022 to present
		President and COO - PSEG Power	October 2017 to August 2022
		President and COO - PSE&G	October 2006 to October 2017
		COB - PSEG Long Island LLC	December 2020 to August 2022
Daniel J. Cregg	62	Executive Vice President (EVP) and Chief Financial Officer (CFO) - PSEG	October 2015 to present
		EVP and CFO - PSE&G	October 2015 to present
		EVP and CFO - PSEG Power	October 2015 to present
Kim C. Hanemann	62	President and COO - PSE&G	June 2021 to present
		Senior Vice President (SVP) and COO - PSE&G	January 2020 to June 2021
Charles V. McFeaters	66	President and Chief Nuclear Officer - PSEG Nuclear LLC	May 2023 to present
		SVP - Nuclear Operations - PSEG Nuclear LLC	November 2020 to May 2023
Grace Park	50	EVP and General Counsel - PSEG	September 2024 to present
		EVP and General Counsel - PSE&G	September 2024 to present
		EVP and General Counsel - PSEG Power	September 2024 to present
		VP - Deputy General Counsel and Chief Litigation Counsel - Services	July 2020 to September 2024
Sheila J. Rostiac	55	SVP - Chief Administrative Officer and Chief Human Resources Officer - Services	January 2020 to present
Richard T. Thigpen	65	SVP - Corporate Citizenship - Services	July 2018 to present
Rose M. Chernick	62	VP and Controller - PSEG	March 2019 to present
		VP and Controller - PSE&G	March 2019 to present
		VP and Controller - PSEG Power	March 2019 to present

ITEM 1A. RISK FACTORS

The following factors should be considered when reviewing our business. These factors could have a material adverse impact on our business, prospects, financial position, results of operations or cash flows and could cause results to differ materially from those expressed elsewhere in this report.

GENERAL OPERATIONAL AND FINANCIAL RISKS

Inability to successfully develop, obtain regulatory approval for, or construct T&D, and our nuclear generation projects could adversely impact our businesses.

Our business plan calls for extensive investment in capital improvements and additions, including the construction of T&D facilities, modernizing and expanding existing infrastructure pursuant to investment programs that provide for current recovery in rates, addressing needs of new customers and increasing demand on the system, and our CEF programs, particularly our energy efficiency program which provides incentives for customers to install high-efficiency equipment at their premises and transmission capital investments outside of our utility service territory, as well as uprates and other potential investments at our nuclear facilities. Currently, we have several significant capital investments underway or being contemplated.

The successful construction and development of these projects will depend, in part, on our ability to:

- obtain necessary governmental and regulatory approvals;
- obtain environmental permits and approvals;
- obtain governmental and community support for such projects to avoid delays in the receipt of permits and approvals from regulatory authorities;
- obtain customer support for investments made at their premises;
- obtain property/land rights in property-constrained areas and for greenfield locations, and at a reasonable cost;
- complete such projects within budgets and on commercially reasonable terms and conditions;
- complete supporting information technology (IT), cybersecurity and physical security upgrades;
- obtain any necessary debt financing on acceptable terms and/or necessary governmental financial incentives;
- ensure that contracting parties, including suppliers, perform under their contracts in a timely and cost-effective manner; and
- timely recovery of these investments through rates.

Failure to obtain regulatory or other approvals, delays, cost escalations or otherwise unsuccessful construction and development could materially affect our financial position, results of operations and cash flows.

Macroeconomic considerations, including inflationary levels, gas and electric supply prices that are passed through to customers and other pressures could factor into our regulators' assessment in approving the size, duration and timing of cost recovery of certain of these programs. Further, certain negative public and political views by certain stakeholders on energy infrastructure could result in diminishing support for those investments.

In addition, the successful operation of new facilities or transmission or distribution projects is subject to risks relating to supply interruptions; labor availability, work stoppages and labor disputes; weather interferences; unforeseen engineering and environmental problems, including those related to climate change; opposition from local communities, and the other risks described herein.

Any of these risks could cause the amounts of our investments and/or our return on these investments to be lower than expected, which could adversely impact our financial condition and results of operations through lower investment opportunities and/or lower returns.

Significant resource adequacy challenges present affordability and reliability concerns that could cause policymakers to implement responsive measures that could have a material, adverse impact on our business, strategy, growth rates, cash flows, results of operation, and financial condition and increase regulatory uncertainty for utility investment initiatives and programs.

PJM continues to face significant resource adequacy challenges, driven by a lack of sufficient supply to meet electric demand, which has increased significantly over the past several years and is expected to continue to increase going forward. Increasing demand is caused by data centers, EV adoption, electrification and other factors. Insufficient supply to meet forecasted demand has caused increases in energy and capacity prices which, in turn, have caused the customer rates by which we recover electric supply costs to materially increase. This has resulted in continuing affordability concerns that have caused regulators and other policymakers to consider ways to reduce utility rates, including proposing to mitigate electric rate increases, and create increased regulatory uncertainty for utility investment initiatives and programs. Actions that policymakers could implement in response to these affordability concerns could have a material, adverse impact on our business, strategy, growth rates, cash flows, results of operation, and financial condition.

In addition, both lack of supply and increasing demand pose reliability risk for customers. Substantial investments in generation, transmission and distribution will be required to meet current projections of increasing customer demand. Sustained distribution grid modernization will also be required to accommodate increased EE, EV infrastructure, increased penetration of distributed energy resources on the electric system, such as on-site solar generation and also potential deployment of energy storage, fuel cells, and distributed resources technologies. In addition, inability of PJM to procure sufficient capacity to meet demand plus its reserve margin increase future risk of blackouts and load reduction, which may in turn result in litigation, political and regulatory scrutiny and reputational impacts.

We are subject to physical, financial and transition risks related to climate change, including potentially increased legislative and regulatory burdens and changing customer preferences, and we may be subject to lawsuits, all of which could impact our businesses and results of operations.

Climate change may drive change to existing or additional legislation and regulation that may impact our business and shape our customers' energy preference and sustainability goals, including impacts of potential changes in use of natural gas and electricity due to electrification over the long-term and the impact on need for additional generation to meet those electric needs. These factors could impact the need to invest in our electric and gas T&D systems and, therefore, our growth rate.

Severe weather or acts of nature, including hurricanes, winter storms, earthquakes, floods, wildfires and other natural disasters can stress systems, disrupt operation of our facilities and cause service outages, and property damage that require incurring additional expenses. In addition, the effects of climate change will have increased the physical risks to our facilities and operations resulting from such climate hazards as more severe weather events (extreme wind, rainfall and flooding), such as experienced from Superstorm Sandy and Tropical Storms Isaias and Ida, sea level rise, and extreme heat and drought.

These and other physical changes could result in changes in customer demand, increased costs associated with repairing and maintaining generation facilities and T&D systems, resulting in increased maintenance and capital costs (and potentially increased financing needs), increased regulatory oversight, and lower customer satisfaction. Where recovery of costs to restore service and repair damaged equipment and facilities is available, any determination by the regulator not to permit timely and full recovery of the costs incurred could have a material adverse effect on our businesses, financial condition, results of operations and prospects.

To the extent financial markets view climate change and greenhouse gas (GHG) emissions as a financial risk, our ability to access capital markets could be negatively affected or cause us to receive less than favorable terms and conditions.

While the CIP protects PSE&G's margin variances against changes in customer usage of gas and electricity, climate change-related state policy goals, including but not limited to those related to GHG emissions reductions, energy efficiency targets, solar targets, energy storage targets, encouragement of electrification through EV adoption, policies to encourage electrification of end use equipment currently fueled by natural gas, and the associated legislative and regulatory responses, may create additional costs for our customers and/or our business, which could be material.

We may be subject to climate change lawsuits that may seek injunctive relief, monetary compensation, penalties, and punitive damages, including but not limited to, for liabilities for damages related to mitigate harm caused by climate change. An adverse outcome could require substantial capital expenditures and possibly require payment of substantial penalties or damages. Defense costs associated with such litigation can also be significant and could affect results of operations, financial condition or cash flows if such costs are not recovered through regulated rates.

Further, our business is subject to policy, regulatory, technology and economic uncertainties and contingencies, including regulatory approvals required for our various investments, many of which are beyond our control and may affect planned investments and our ability to meet GHG emissions reduction or climate-related goals that we may set from time to time, in a cost-effective manner or at all.

We may be adversely affected by asset and equipment failures, gas explosions, accidents, critical operating technology or business system failures, natural disasters, severe weather events, acts of war or terrorism or other acts of violence, sabotage, physical attacks or security breaches, cyberattacks, or other incidents, including pandemics, that impact our ability to provide safe and reliable service to our customers and remain competitive and could result in substantial financial losses.

The success of our businesses is dependent on our ability to continue providing safe and reliable service to our customers while minimizing service disruptions. We are exposed to the risk of asset and equipment failures, gas explosions or leaks, accidents, pandemics, natural disasters, severe weather events, acts of war or terrorism or other acts of violence, including active shooter situations, sabotage, physical attacks or security breaches, cyberattacks or other incidents, which could result in damage to or destruction of our substations or other facilities or infrastructure, or damage to persons or property, fire, loss of life, outages, mechanical problems, environmental pollution, electric and gas supply interruptions or other adverse impacts to our business. Further, a major failure of availability or performance of a critical operating technology or business system, and inadequate preparation or execution of business continuity or disaster recovery plans for the loss of one or several critical systems, could result in extended disruption to operations or business processes, damage to systems and/or loss of data. We have historically benefited from access to mutual aid, a voluntary and reciprocal arrangement with other utilities that provides access to a trained and flexible labor force which has helped to reduce outage restoration times during extreme weather events. There is no guarantee that we will have continued access to mutual aid as the frequency of severe weather events rises.

These events could result in increased political, economic, financial and insurance market instability, a lack of available insurance or the availability of insurance on commercially reasonable terms, and volatility in power and fuel markets, which could materially adversely affect our business and results of operations, including our ability to access capital on terms and conditions acceptable to us.

Any of the issues described above, if experienced at our facilities or otherwise in our business, or by others in our industry, could adversely impact our revenues; increase costs to repair and maintain our systems; subject us to potential litigation and/or damage claims, fines or penalties; and increase the level of oversight of our utility and generation operations and infrastructure through investigations or through the imposition of additional regulatory or legislative requirements. Such actions could adversely affect our costs, competitiveness, future investments and customer rates, which could be material to our financial position, results of operations and cash flow. For our T&D business, the cost of storm restoration efforts may not be fully recoverable through the regulatory process. In addition, the inability to restore power to our customers on a timely basis could result in negative publicity and materially damage our reputation.

Any inability to recover the carrying amount of our long-lived assets could result in future impairment charges which could have a material adverse impact on our financial condition and results of operations.

Long-lived assets represent approximately 73% and 80% of the total assets of PSEG and PSE&G, respectively, as of December 31, 2025. Management evaluates long-lived assets for impairment whenever events or changes in circumstances, such as significant adverse changes in regulation, including a disallowance of certain costs, a potential sale or disposition of an asset significantly before the end of its useful life, business climate or market conditions, including prolonged periods of adverse commodity and capacity prices, could potentially indicate an asset's or group of assets' carrying amount may not be recoverable. Significant reductions in our expected revenues or cash flows for an extended period of time resulting from such events could result in future asset impairment charges, which could have a material adverse impact on our financial condition and results of operations.

Disruptions or cost increases in our supply chain, including labor shortages, could materially impact our business.

The supply chain of goods and services could be impacted by several factors, including sanctions, tariffs, manufacturing labor shortages, domestic and international shipping constraints, increases in demand, physical alterations in technologies that create cyber risks, and shortages of raw materials and specialty components. This could cause price increases in some areas and delivery delays of certain goods, which could increase our costs and impact our operations.

Inability to maintain sufficient liquidity in the amounts and at the times needed or access sufficient capital at reasonable rates or on commercially reasonable terms could adversely impact our business.

Funding for our investments in capital improvement and additions, scheduled payments of principal and interest on our existing indebtedness and the extension and refinancing of such indebtedness has been provided primarily by internally-generated cash flow and external debt financings. We have significant capital requirements and depend on our ability to generate cash in the future from our operations and continued access to capital and bank markets to efficiently fund our cash flow needs. Our ability to generate cash flow is dependent upon, among other things, industry conditions and general economic, financial, competitive, legislative, regulatory and other factors. The ability to arrange financing and to refinance existing debt and the costs of such financing or refinancing depend on numerous factors including, among other things:

- general economic and capital market conditions, including but not limited to, prevailing interest rates;
- the availability of credit from banks and other financial institutions;
- tax, regulatory and securities law developments;
- for PSE&G, our ability to obtain necessary regulatory approvals for the incurrence of additional indebtedness;
- investor confidence in us, our regulatory environment and our industry;
- our current level of indebtedness and compliance with covenants in our debt instruments and credit agreements;
- the success of current projects and the quality of new projects;
- the predictability of our cash flows;
- our current and future capital structure;
- our financial performance and the continued reliable operation of our business; and
- maintenance of our investment grade credit ratings.

Market disruptions, such as economic downturns experienced in the U.S. and abroad, the bankruptcy of an unrelated energy company or a systemically important financial institution, changes in market prices for electricity and gas, and actual or threatened acts of war or terrorist attacks, may increase our cost of borrowing or adversely affect our ability to access capital. As a result, no assurance can be given that we will be successful in obtaining financing for projects and investments, extending or refinancing maturing debt or meeting our other cash flow needs on acceptable terms or at all, which could materially adversely impact our financial position, results of operations and future growth.

During periods of rising energy prices, hedged positions could be out-of-the-money, increasing PSEG Power's collateral requirements. In addition, if PSEG Power were to lose its investment grade credit rating from S&P or Moody's, it would be required under certain agreements to provide a significant amount of additional collateral in the form of letters of credit or cash, which would have a material adverse effect on our liquidity and cash flows.

Cybersecurity attacks, data breaches, or intrusions or other disruptions to our IT, operational or other systems could adversely impact our businesses.

Cybersecurity threats to the energy market infrastructure are increasing in sophistication, magnitude and frequency. Because of the inherent vulnerability of infrastructure and technology and operational systems to disability or failure due to hacking, viruses, malicious or destructive code, phishing and other social engineering attacks, denial of service attacks, ransomware, acts of war or terrorism, or other cybersecurity incidents, we face increased risk of cyberattack. We rely on information and operational technology systems and network infrastructure to operate our generation and T&D systems and to conduct power marketing and hedging activities. We also store sensitive data, intellectual property and proprietary or personally identifiable information regarding our business, infrastructure, employees, shareholders, customers and vendors on our IT systems. In addition, the operation of our business is dependent upon the IT systems of Nth parties (i.e., our third parties and other business relationships, including fourth parties, etc.), including our vendors, regulators, RTOs and ISOs, among others. Our and Nth-party operational and IT systems and products may be vulnerable to cybersecurity attacks involving fraud, malice or oversight on the part of our employees, other insiders or Nth parties, whether domestic or foreign sources. Further, new types of cyberattacks, whether directed at our own infrastructure and technology and operational systems or that of third parties, may be generated or enhanced through the use of Artificial Intelligence (AI) and/or cloud-based infrastructure. A successful cybersecurity attack may result in unauthorized use of our systems to cause disruptions at an Nth party. Cybersecurity risks to our operations include:

- disruption of the operation of our assets, the fuel supply chain, the power grid and gas T&D,
- theft of confidential company, employee, shareholder, vendor or customer information, and critical energy infrastructure information, which may cause us to be in breach of certain covenants and contractual, legal or regulatory obligations and pose risk to our system and our customers,
- general business system and process interruption or compromise, including preventing us from servicing our customers, working remotely, collecting revenues or recording, processing and/or reporting financial information correctly, and
- breaches of vendors' infrastructures where our confidential information is stored.

We and our Nth-party vendors have been and will continue to be subject to cybersecurity attacks, including but not limited to ransomware, denial of service, business email compromises, and malware attacks. To date, there has been no material impact or reasonably likely material impact on our business strategy, results of operations or financial condition from these attacks or other cybersecurity incidents, including as a result of prior cybersecurity incidents. However, we may be unable to prevent all such attacks in the future from having such a material impact as such attacks continue to increase in sophistication and frequency. If a significant cybersecurity event or breach occurs within our company or with one of our material vendors, we could be exposed to loss of revenue, repair costs to intellectual and physical property, fines and penalties if determined that we were in non-compliance with existing laws and regulations, litigation costs, increased costs to finance our businesses, negative publicity, damage to our reputation and loss of confidence from our customers, regulators, investors, vendors and employees. The misappropriation, corruption or loss of personally identifiable information and other confidential data from us or one of our vendors could lead to breach notification expenses, mitigation expenses such as credit monitoring, and legal and regulatory fines and penalties. Moreover, new or updated security laws or regulations, including laws and regulations that respond to evolving application of AI, or unforeseen threat sources could require changes in current measures taken by us and our business operations, which could result in increased costs. Similarly, a significant cybersecurity event or breach experienced by a competitor, regulatory authority, RTO, ISO, or vendor could also materially impact our business and results of operations via enhanced legal and regulatory requirements. The amount and scope of insurance we maintain against losses that result from cybersecurity incidents may not be sufficient to cover losses or adequately compensate for resulting business disruptions. To address the risks to our information and operational technology systems, we maintain a cybersecurity program that includes policies and controls, cybersecurity insurance, cybersecurity governance and compliance, awareness and training, table-top exercises, logging and monitoring, and testing. These preventative actions reduce the likelihood and potential impact of cybersecurity breaches. For a discussion of state and federal cybersecurity regulatory requirements and information regarding our cybersecurity program, see Item 1C. Cybersecurity. Further, we are subject to changing data protection laws in the U.S. and abroad. Legal requirements and regulatory scrutiny for the collection, storage, handling, use, disclosure, transfer, and security of personal data continue to evolve and expand, which may present material obligations and risks to our business, including expanded compliance burdens, restrictions on transfer of personal data, costs, and enforcement risks.

Failure to attract and retain a qualified workforce could have an adverse effect on our business.

Certain events such as an aging workforce looking to retire without an opportunity to transfer knowledge to a successor, inadequate workforce plans and replacements, lack of skill set to meet current and evolving business needs, a culture that does not foster inclusion leading to turnover, a failure to successfully negotiate new collective bargaining agreements with our labor unions on mutually acceptable terms or at all, acts of violence in the workplace, inadequate training and a workforce that is not engaged may lead to operating challenges, safety concerns and increased costs. The challenges include loss of knowledge and a lengthy time period associated with skill development, increased turnover, costs for contractors to replace employees, poor productivity, and a lack of innovation. Specialized knowledge and experience are required of employees across PSEG and its affiliates. There is competition for these skilled employees. Failure to hire and adequately train and retain employees, including the transfer of significant historical knowledge and expertise to new employees, may adversely affect our results of operations, financial position and cash flows.

Inflation, including increases in the costs of equipment and materials, fuel, services and labor could adversely affect our operating results.

Higher costs from suppliers of equipment and materials, fuel and services and labor and health care costs to attract and retain our workforce, as well as policy matters such as tax rates, tariffs and other policies impacting costs, could lead to increased costs. Also, seeking recovery of higher costs in future distribution base rate cases could pressure customer rates, resulting in a potentially adverse outcome of such proceedings, or in other proceedings, including the proposal of certain investment programs or other proceedings that impact customer rates.

Covenants in our debt instruments and credit agreements may adversely affect our business.

PSEG's, PSE&G's and PSEG Power's debt instruments contain events of default customary for financings of their type, including cross accelerations to other debt of that entity. PSEG's, PSE&G's and PSEG Power's bank credit agreements contain events of default customary for financings of their type, including cross defaults and accelerations and, in the case of PSEG's and PSEG Power's bank credit agreements, certain change of control events. PSEG's, PSE&G's and PSEG Power's bank credit agreements, and PSEG Power's debt instruments contain certain limitations on the incurrence of liens and PSEG Power's bank credit agreements and debt instruments also contain limitations on the incurrence of certain subsidiary debt. PSEG Power's bank credit agreements contain limitations on sales of assets and PSEG Power's debt instruments contain limitations on certain sale and leaseback transactions. PSEG Power's term loan agreements contain a change-of-control clause, which includes under certain circumstances, PSEG Power ceasing to be a wholly owned subsidiary of PSEG. Our ability to comply with these and future covenants may be affected by events beyond our control. If we fail to comply with the covenants and are unable to obtain a waiver or amendment, or a default exists and is continuing under such debt, the lenders or the holders or trustee of such debt, as applicable, could give notice and declare outstanding borrowings and other obligations under such debt immediately due and payable. We may not be able to obtain waivers, amendments or alternative financing, or if obtainable, it could be on terms that are not acceptable to us. Any of these events could adversely impact our financial condition, results of operations and cash flows.

Financial market performance directly affects the asset values of our defined benefit plan trust funds and Nuclear Decommissioning Trust (NDT) Fund. Market performance and other factors could decrease the value of trust assets and could result in the need for significant additional funding.

The performance of the financial markets will affect the value of the assets that are held in trust to satisfy our future obligations under our defined benefit plan and to decommission our nuclear generating plants. A decline in the market value of the defined benefit plan trust funds could increase our pension plan funding requirements and result in increased pension costs in future years. The market value of our defined benefit plan trusts could be negatively impacted by adverse financial market conditions that reduce the return on trust assets, decreased interest rates used to measure the required minimum funding levels, and future government regulation. Additional funding requirements for our defined benefit plan could be caused by changes in required or voluntary contributions, an increase in the number of employees becoming eligible to retire and changes in life expectancy assumptions. A decline in the market value of our NDT Fund could increase PSEG Power's funding requirements to decommission its nuclear plants. An increase in projected costs could also lead to additional funding requirements for our decommissioning trust. Failure to adequately manage our investments in our defined benefit plan trusts and NDT Fund could result in the need for us to make significant cash contributions in the future to maintain our funding at sufficient levels, which would negatively impact our results of operations, cash flows and financial position.

If we are unable to enter into or extend certain significant contracts, this may negatively affect our financial condition and operating results

We are party to, and are also exploring opportunities to enter into, several contracts from which we currently or may in the future derive significant revenues.

PSEG Power sells wholesale natural gas, primarily through a full-requirements BGSS contract with PSE&G to meet the needs of PSE&G's default gas supply service customers. In 2022, the BPU approved an extension of the long-term BGSS contract to March 31, 2027, and thereafter the contract remains in effect unless terminated by either party with a two-year notice. PSEG LI has an OSA with LIPA to operate LIPA's electric T&D system in Long Island which was recently extended through 2030. Any discontinuation of these contracts may negatively affect our financial condition and operating results.

In addition, we are exploring opportunities for the potential sale of power from our nuclear facilities pursuant to long-term agreements with large power users, such as data centers. It is uncertain whether we will be successful in entering into any of such contracts, including without limitation in connection with various ongoing regulatory proceedings.

Artificial Intelligence is an emerging area of technology that has the potential to impact various aspects of our business operations and customer interactions.

AI, including Generative AI and Post-Quantum Cryptography, has the potential to change the way we operate by creating efficiencies and improving processes and customer experiences. The development, adoption, and use for generative AI technologies are still in their early stages and ineffective or inadequate AI development or deployment practices by PSEG or Nth-party vendors could result in unintended consequences. We contract third-party vendors that use AI in products and/or services they provide and we may not have full control or visibility over the quality, performance, security or compliance of the products and services that incorporate AI-related technology. AI algorithms that we or our Nth-party vendors use may be flawed or may be based on data sets that are biased or insufficient. These limitations or failures could result in reputational damage, unauthorized disclosure of data, and legal liabilities. Developing, testing, and deploying resource-intensive AI systems may require additional investment and increase our costs. In addition, the evolving nature of AI may cause new laws and regulations to be enacted which may require significant resources to modify and maintain business practices to comply with the new laws and regulations, the nature of which cannot be determined at this time. Further, inaccurate results generated as a result of our employees', contractors' or vendors' use of generative AI technologies could lead to operational interruptions or reputational harm.

RISKS RELATED TO OUR GENERATION BUSINESS

Fluctuations in the wholesale power and natural gas markets could negatively affect our financial condition, results of operations and cash flows.

In the competitive markets where we operate, participants are not guaranteed any specific rate of return on their capital investments and natural gas prices have a major impact on the price that generators receive for their output. The natural gas market and energy markets have been, and may continue to be, volatile due to higher domestic demand, increased natural gas exports and impacts from the global liquefied natural gas market, weather and other factors. Lower natural gas prices often result in lower electricity prices, which could reduce our margins where our nuclear generation costs may not have declined similarly.

Changes in prevailing market prices could have a material adverse effect on our financial condition and results of operations. Factors that may cause market price fluctuations include:

- changes in demand on the system, which could be impacted by new large customers, including data centers, electrification and other factors;
- increases and decreases in generation capacity, including the addition of new supplies of power as a result of the development of new power plants, expansion of existing power plants, continuing retirement of existing generation units, inability of, or delay in, new generating units being placed online, the retention of power plants that were expected to be

retired or recently retired units being returned to service, the extent to which those generating units are firm or intermittent, or additional transmission capacity;

- severe weather conditions;
- power supply disruptions, including power plant outages and transmission disruptions;
- climate change, and weather conditions, particularly unusually mild summers or warm winters in our market areas;
- seasonal fluctuations;
- economic and political conditions that could negatively impact the demand for power or PTCs on our nuclear generation units;
- changes in the supply of, and demand for, energy commodities;
- development of new fuels or new technologies for the production or storage of power;
- incurring penalties due to generation performance failure when called on by PJM during emergency situations;
- federal and state regulations and actions of PJM and changing PJM market rules, including capacity market auction delays and/or rule changes that could materially impact prices; and
- federal and state power, market and environmental regulation and legislation, including financial incentives for new renewable energy generation capacity that could lead to oversupply and price suppression.

Our generation business currently involves the establishment of forward sale positions in the wholesale energy markets on long-term and short-term bases. If the realized value of our generation falls outside of the level at which we would receive PTCs, to the extent that we have contracted obligations in excess of energy we have produced, an increase in market prices could reduce profitability. If the strategy we utilize to hedge our exposure to these various risks or if our internal policies and procedures designed to monitor the exposure to these various risks are not effective, we could incur material losses. Our market positions can also be adversely affected by the level of volatility in the energy markets that, in turn, depends on various factors, including weather in various geographical areas, short-term supply and demand imbalances, and pricing differentials at various geographic locations. These risks cannot be predicted with certainty.

In addition, the volatility and potential for higher natural gas or energy prices may have a material impact on collateral requirements related to the forward value of our open futures contracts. Higher collateral requirements reduce available short-term liquidity and increase working capital costs and may affect our ability to hedge generation output and fuel.

We may be unable to obtain an adequate nuclear fuel supply in the future.

We obtain substantially all of our nuclear fuel supply from third parties pursuant to arrangements that vary in term, pricing structure, firmness and delivery flexibility. Our fuel supply arrangements must be coordinated with storage services and other contracts to ensure that the nuclear fuel is delivered to our power plants at the times, in the quantities and otherwise in a manner that meets the needs of our generation portfolio and our customers. We must also comply with laws and regulations governing the transportation of such fuels.

We are exposed to increases in the price of nuclear fuel, and significant changes in the price of nuclear fuel could affect our cash flow, future results and impact our liquidity needs. In addition, we face risks with regard to the delivery to, and the use of nuclear fuel by, our power plants including the following:

- creditworthiness of third-party suppliers, defaults by third-party suppliers on supply obligations and our ability to replace supplies currently under contract may delay or prevent timely delivery;
- market liquidity for physical supplies of such fuels or availability of related services (e.g., fabrication) may be insufficient or available only at prices that are not acceptable to us;
- variation in the quality of such fuels may adversely affect our power plant operations;
- domestic and foreign legislative or regulatory actions or requirements may impact the availability of and/or increase the cost of such fuels; and

- the loss of critical infrastructure, acts of war or terrorist attacks (including cybersecurity breaches) or catastrophic events such as fires, earthquakes, explosions, floods, severe storms or other similar occurrences could impede the delivery of such fuels.

The nuclear units we operate have a diversified portfolio of contracts and inventory that provide a substantial portion of our fuel raw material needs over the next several years. However, each of the nuclear units we operate has contracted with a single fuel fabrication services provider, and transitioning to an alternative provider could take an extended period of time. This could have a material adverse impact on our business, the financial results of specific plants and on our results of operations.

Although our fuel contract portfolio provides a degree of hedging against these market risks, such hedging may not be effective and future increases in our fuel costs could materially and adversely affect our financial condition and results of operations.

The introduction or expansion of technologies related to energy generation, distribution and consumption and changes in customer usage patterns could adversely impact us.

Federal and state incentives for the development and operation of renewable sources of power have facilitated the penetration of competing technologies, such as wind, solar, and commercial-sized power storage. Additionally, the development of demand side management (DSM) and EE programs can impact demand requirements for electricity and natural gas markets. The development of competing on-site power generation could also result in a reduction in anticipated growth which could negatively impact our financial condition, results of operations and cash flows.

Advances in distributed generation technologies, such as fuel cells, micro turbines, micro grids, windmills and net-metered solar installations, coupled with subsidies, could (i) affect the price of energy, (ii) reduce energy deliveries as customer-owned generation becomes more cost-effective, (iii) require further improvements to our distribution systems to address changing load demands, and (iv) make portions of our transmission and/or distribution facilities obsolete prior to the end of their useful lives. These technologies could also result in further declines in commodity prices or demand for delivered energy.

Some or all of these factors could result in a lack of growth or decline in customer demand for electricity or natural gas or of customers, and may cause us to fail to fully realize anticipated benefits from significant capital investments and expenditures, which could have a material adverse effect on our financial position, results of operations and cash flows. These factors could also materially affect our results of operations, cash flows or financial positions through, among other things, reduced operating revenues, increased O&M expenses, and increased capital expenditures, as well as potential asset impairment charges or accelerated depreciation and decommissioning expenses over shortened remaining asset useful lives.

We are subject to third-party credit risk relating to our sale of nuclear generation output.

In the spot markets, we are exposed to the risks of the default sharing mechanisms that exist in those markets, some of which attempt to spread the risk across all participants. Therefore, a default by a third party could increase our costs, which could negatively impact our results of operations and cash flows. We hedge generation output through the execution of bilateral contracts. These contracts are subject to credit risk, which relates to the ability of our counterparties to meet their contractual obligations to us. Any failure of these counterparties to perform could have a material adverse impact on our results of operations, cash flows and financial position.

There may be periods when PSEG Power generation may not operate and/or may not be able to meet its commitments under forward sale obligations and PJM rules at a reasonable cost or at all.

A portion of PSEG Power's nuclear generation output has been sold forward under fixed price financial power sales contracts. Forward financial sales offset physical sales in the PJM RTO spot market. Our forward sales of energy and capacity assume sustained, acceptable levels of operating performance. Operations at any of our plants could degrade to the point where the plant has to shut down or operate at less than full capacity. Some issues that could impact the operation of our facilities are:

- breakdown or failure of equipment, IT, processes or management effectiveness;

- disruptions in the transmission of electricity;
- labor disputes or work stoppages;
- fuel supply interruptions;
- limitations which may be imposed by environmental or other regulatory requirements; and
- operator error, acts of war or terrorist attacks (including physical or cybersecurity breaches) or catastrophic events such as fires, earthquakes, explosions, floods, severe weather or other similar occurrences.

Identifying and correcting any of these issues may require significant time and expense. Depending on the materiality of the issue, we may choose to close a plant rather than incur the expense of restarting it or returning it to full capacity.

Because the obligations under most of these forward sale agreements are not contingent on a unit being available to generate power, PSEG Power's results of operations and cash flows are at risk even in the event of a plant outage, or a reduction in the available capacity of the unit. To the extent that PSEG Power does not meet its expected nuclear generation output, PSEG Power would be required to pay the difference between the market price and the contract price on its financial contracts without receiving the physical spot energy revenue or be required to purchase energy at higher prices to cover its shortfall. In addition, as capacity performance resources in PJM, PSEG's nuclear units have been and will in the future be required to pay penalties if a forced outage at a plant occurs during a declared emergency event within PJM as defined by PJM's rules and that plant's expected performance exceeds its actual performance during such event. The amount of such payments could be substantial and could have a material adverse effect on our financial condition, results of operations and cash flows.

In addition, changing market design rules, including capacity performance rules and the design and timing of capacity market auctions, and/or failure to follow existing rules by PJM or market participants, as well as any future supply/demand imbalance in PJM, creates regulatory uncertainty and reliability risk.

Generation activities at the Peach Bottom plants present risks similar to those to which nuclear generation plants that we operate are subject.

Generation activities at, and the operation of, the Peach Bottom plants present risks similar to those described above in GENERAL OPERATIONAL AND FINANCIAL RISKS and RISKS RELATED TO OUR GENERATION BUSINESS and below in REGULATORY, LEGISLATIVE AND LEGAL RISKS.

While we have a 50% ownership interest in the Peach Bottom nuclear generation plants, these plants are operated by a third party and, therefore, we have limited control over the risks associated with these plants.

REGULATORY, LEGISLATIVE AND LEGAL RISKS

PSE&G's revenues, earnings and results of operations are dependent upon state laws and regulations that affect distribution and related activities.

PSE&G is subject to regulation by the BPU. Such regulation affects almost every aspect of its businesses, including its retail rates. Failure to comply with these regulations could have a material adverse impact on PSE&G's ability to operate its business and could result in fines, penalties or sanctions. The retail rates for electric and gas distribution services are established in a distribution base rate proceeding and remain in effect until a new distribution base rate proceeding is filed and concluded. PSE&G's base rates were most recently approved in October 2024. In addition, our utility has received approval for several clause recovery mechanisms, some of which provide for recovery of costs and earn returns on authorized investments. These clause mechanisms require periodic financial reviews to update rates charged to customers which are independent of base rate proceedings and are subject to prudency reviews by the BPU. Inability to obtain fair or timely recovery of all our costs pursuant to the distribution base rate case and/or these clause recovery mechanisms, including a return of, or on, our investments in rates, could have a material adverse impact on our results of operations and cash flows. In addition, if legislative and regulatory structures were to evolve in such a way that PSE&G's exclusive rights to serve its regulated customers were eroded, its future earnings could be negatively impacted.

The BPU also conducts periodic combined management/competitive service audits of New Jersey utilities related to affiliate standard requirements, competitive services, cross-subsidization, cost allocation and other issues. A finding by the BPU of non-compliance with these requirements could potentially impact our business, results of operations and cash flows. For information regarding PSE&G's most recent affiliate and management audit, see Item 8. Note 12. Commitments and Contingent Liabilities.

In addition, PSE&G procures the supply requirements of its default service BGSS gas customers through a full-requirements contract with PSEG Power. Government officials, legislators and advocacy groups are aware of the affiliation between PSE&G and PSEG Power. In periods of rising utility rates, those officials and advocacy groups may question or challenge costs and transactions incurred by PSE&G with PSEG Power, irrespective of any previous regulatory processes or approvals underlying those transactions. The occurrence of such challenges may subject PSEG Power to a level of scrutiny not faced by other unaffiliated competitors in those markets and could even adversely affect retail rates received by PSE&G.

PSE&G's proposed investment projects or programs may not be fully approved by regulators and actual capital investment by PSE&G may be lower than planned, which would cause lower than anticipated rate base.

PSE&G is a regulated public utility that operates and invests in an electric T&D system and a gas distribution system as well as certain regulated clean energy investments, including solar and EE within New Jersey. PSE&G invests in capital projects to maintain and improve its existing T&D system and to address various public policy goals and meet customer expectations. Transmission projects are subject to the rules governing PJM's FERC-approved transmission expansion planning process which may be challenged in the future as well as other FERC rules, while distribution and clean energy projects are subject to approval by the BPU. The costs of PSE&G's transmission projects are subject to prudency challenge at FERC and PSE&G's rates themselves may also be challenged at FERC. FERC has also proposed elimination of certain transmission rate incentives, including the incentive that PSE&G receives for being a transmission owner member of PJM and accepting the related risk of RTO membership.

We cannot be certain that any proposed project or program will be approved as requested or at all. If the projects or programs that PSE&G may file from time to time are only approved in part, or not at all, or if the approval fails to allow for the timely recovery of all of PSE&G's costs, including a return of, or on, its investment, PSE&G will have a lower than anticipated rate base, thus causing its future earnings to be lower than anticipated. Further, the BPU could take positions to exclude or limit utility participation in certain areas, such as renewable generation, EE, EV infrastructure, or energy storage programs, renewable natural gas or hydrogen projects, which would limit our relationship with customers and narrow our future growth prospects. In addition, PSE&G's Clean Energy Future – Energy Efficiency II Program provides nearly $1 billion of funding to continue the on-bill repayment program, which allows customers to repay their cost of equipment upgrades over time directly through their PSE&G bill. While the deployment of this capital in the form of on-bill repayment is subject to customers meeting acceptable credit standard and bad debt expense is a recoverable cost in this program, any such recovery is subject to prudency review and approval by the BPU.

We are subject to comprehensive federal regulation that affects, or may affect, our businesses.

We are subject to regulation by federal authorities. Such regulation affects almost every aspect of our businesses, including management and operations; the terms and rates of transmission services; the rules governing the payments we receive from PJM markets; investment strategies; the financing of our operations and the payment of dividends. Failure to comply with these regulations could have a material adverse impact on our ability to operate our business and could result in fines, penalties or sanctions.

Hazardous Substance Liability—PSEG's operations involve substances and byproducts classified by environmental regulations as hazardous. These regulations impose handling, storage and disposal requirements for hazardous materials. They can also impose strict and joint and several liability for damages to the environment, including cash penalties. Federal and state environmental laws and regulations require the cleanup of discharged hazardous substances.

Recovery of wholesale transmission rates—PSE&G's wholesale transmission rates are regulated by FERC and our project costs are recovered through a FERC-approved formula rate. The revenue requirements are reset each year through this formula. Our formula rate and its components can be challenged at FERC in the future.

In April 2021, FERC issued a supplemental notice of proposed rulemaking to eliminate the incentive for RTO membership for transmitting utilities that have already received the incentive for three or more years. PSE&G began receiving a 50 basis point adder for RTO membership in 2008. Elimination of the adder for RTO membership would reduce PSE&G's annual Net Income and annual cash inflows by approximately $40 million.

Transmission Planning—FERC Order 1000 generally opened transmission development to competition from independent developers, allowing such developers to compete with incumbent utilities for the construction and operation of transmission facilities in its service territory. While Order 1000 retains limited carve-outs for certain projects that will continue to default to incumbents for construction responsibility, increased competition for transmission projects could decrease the value of new investments that would be subject to recovery by PSE&G under its rate base, which could have a material adverse impact on our financial condition and results of operations. FERC has considered, and may in the future consider, whether to modify - either limit or expand - Order 1000's competition rules. FERC is also examining whether additional oversight is needed to control transmission costs.

A significant input into PJM's transmission planning process is its regional load forecast, which is adjusted on an annual basis. PJM's regional load forecast has increased significantly over the past few years, reflecting increased expectations of large customer growth and in January 2026, PJM provided an annual update of its load forecast in the PSEG zone and across PJM to reflect continued expectations of large customer growth. Developing an accurate load forecast that reflects customer demand of the state – and other states in PJM – is critical to ensure that transmission is planned and built where it is needed to maintain reliability and that sufficient generation is procured in the capacity market.

NERC Compliance—NERC, at the direction of FERC, has implemented mandatory NERC Operations and Planning and Critical Infrastructure Protection standards to ensure the reliability of the North American Bulk Electric System, which includes electric transmission and generation systems, and to prevent major system blackouts. NERC Critical Infrastructure Protection standards establish cybersecurity and physical security protections for critical systems and facilities. We have been, and will continue to be, periodically audited by NERC for compliance with both Operations and Planning and Critical Infrastructure Protection standards and are subject to penalties for non-compliance with applicable NERC standards. Failure to comply with applicable NERC standards could result in penalties or increased costs to bring such facilities into compliance. Such penalties and costs could materially adversely impact our business, results of operations and cash flows. Adverse audit findings and/or penalties for non-compliance could also pose reputational risk to us.

MBR Authority and Other Regulatory Approvals—Under FERC regulations, public utilities that sell power at market rates must receive MBR authority before making power sales, and the majority of our businesses operate with such authority. Failure to maintain MBR authorization, or the effects of any severe mitigation measures that would be required if market power was evaluated differently in the future, could have a material adverse effect on our business, financial condition and results of operations. In December 2025, all of PSEG's operating companies with MBR authority filed at FERC for acceptance of the companies' updated triennial market power analysis. This filing remains pending at FERC.

Oversight by the CFTC relating to derivative transactions—The CFTC has regulatory oversight of the swap and futures markets and options, including energy trading, and licensed futures professionals such as brokers, clearing members and large traders. Changes to regulations or adoption of additional regulations by the CFTC, including any regulations relating to futures and other derivatives or margin for derivatives and increased investigations by the CFTC, could negatively impact PSEG Power's ability to hedge its portfolio in an efficient, cost-effective manner by, among other things, potentially decreasing liquidity in the forward commodity and derivatives markets or limiting PSEG Power's ability to utilize non-cash collateral for derivatives transactions.

We may also be required to obtain various other regulatory approvals to, among other things, buy or sell assets, engage in transactions between our public utility and our other subsidiaries, and, in some cases, enter into financing arrangements, issue securities and allow our subsidiaries to pay dividends. Failure to obtain these approvals on a timely basis could materially adversely affect our results of operations and cash flows.

The markets, and/or PTC may not provide sufficient financial support for our New Jersey nuclear plants which could result in the retirement of all of these nuclear plants.

As further described in Item 7. MD&A—Executive Overview of 2025 and Future Outlook, PSEG Power's Salem 1, Salem 2 and Hope Creek nuclear plants were awarded ZECs by the BPU through May 2025.

In August 2022, the IRA was signed into law expanding incentives promoting carbon-free generation. The enacted legislation established a PTC for electricity generation using nuclear energy which begins January 1, 2024 and continues through 2032. The expected PTC rate is up to $15/MWh subject to adjustment based upon a facility's gross receipts. The PTC rate and the gross receipts threshold are subject to annual inflation adjustments. The U.S. Treasury has not yet defined gross receipts. The ZEC payment will be adjusted by the BPU to offset environmental or fuel diversity payments that a selected nuclear plant may receive from another source. We continue to estimate the PTC while we await additional guidance from the U.S. Treasury. The U.S. Treasury may issue guidance related to the PTC and/or the Federal government could amend the IRA, either of which could have an adverse impact on our financial condition, results of operations and cash flows.

If the markets or PTC do not provide sufficient financial support, or, in the case of the Salem nuclear plants, decisions by the EPA and state environmental regulators regarding the implementation of Section 316(b) of the CWA and related state regulations, or other factors, PSEG Power may take all necessary steps to cease to operate all of these plants and will incur associated costs and accounting charges in the event that the financial condition of the plants is materially adversely impacted in the future. Ceasing operations of these plants would result in a material adverse impact on PSEG's results of operations.

We may be adversely affected by changes in energy regulatory policies, including energy and capacity market design rules and developments affecting transmission.

The energy industry continues to be regulated and the rules to which our businesses are subject are always at risk of being changed. PJM's capacity market design rules continue to evolve and change, including in response to projections of higher demand, lack of sufficient generation capacity and extreme weather events. These changes have led to capacity market auction delays and rules changes that have created regulatory and business uncertainty. For a discussion of recent changes in energy regulatory policies that may affect our business and results of operations, see Item 1. Business—Regulatory Issues—Federal Regulation.

Our ownership and operation of nuclear power plants involve regulatory risks as well as financial, environmental and health and safety risks.

We are exposed to risks related to the continued successful operation of our nuclear facilities and issues that may adversely affect the nuclear generation industry. In addition to the risk of retirement discussed below, risks associated with the operation of nuclear facilities include:

Storage and Disposal of Spent Nuclear Fuel—Federal law requires the United States Department of Energy (DOE) to provide for the permanent storage of spent nuclear fuel. The DOE has not yet begun accepting spent nuclear fuel. Until a federal site is available, we use on-site storage for spent nuclear fuel, which is reimbursed by the DOE. However, future capital expenditures may be required to increase spent fuel storage capacity at our nuclear facilities. Once a federal site is available, the DOE may impose fees to support a permanent repository. Further, the on-site storage for spent nuclear fuel may significantly increase our nuclear unit decommissioning costs.

Regulatory and Legal Risk—We may be required to substantially increase capital expenditures or operating or decommissioning costs at our nuclear facilities if there is a change in the Atomic Energy Act or the applicable regulations, trade controls or the environmental rules and regulations applicable to nuclear facilities; a modification, suspension or revocation of licenses issued by the NRC; the imposition of civil penalties for failure to comply with the Atomic Energy Act, related regulations, trade controls or the terms and conditions of the licenses for nuclear generating facilities; or the shutdown of one of our nuclear facilities. Any such event could have a material adverse effect on our financial condition or results of operations.

Operational Risk—Operations and equipment reliability at any of our nuclear facilities, whether operated by us or our co-owner, could degrade to the point where an affected unit needs to be shut down or operated at less than full capacity. If this were to happen, identifying and correcting the causes could require significant time and expense and a significant outage could result in reduced earnings as we would have less electric output to sell and would be required to deliver on our forward sale commitments.

In addition, if a unit cannot be operated through the end of its current estimated useful life, our results of operations could be adversely affected by increased depreciation rates, impairment charges and accelerated future decommissioning costs.

Nuclear Incident or Accident Risk—Accidents and other unforeseen problems have occurred at nuclear stations, both in the U.S. and elsewhere. The consequences of an accident can be severe and may include loss of life, significant property damage and/or a change in the regulatory climate. We have nuclear units at two sites. It is possible that an accident or other incident at a nuclear generating unit could adversely affect our ability to continue to operate unaffected units located at the same site, which would further affect our financial condition, results of operations and cash flows. An accident or incident at a nuclear unit not owned by us could lead to increased regulation, which could affect our ability to continue to economically operate our units. Any resulting financial impact from a nuclear accident may exceed our resources, including insurance coverages. Further, as a licensed nuclear operator subject to the Price-Anderson Act and a member of a nuclear industry mutual insurance company, PSEG Power is subject to potential retroactive assessments as a result of an industry nuclear incident or retrospective premiums due to adverse industry loss experience and such assessments may be material.

In the event of non-compliance with applicable legislation, regulation and licenses, the NRC may increase oversight, impose fines, and/or shut down a unit, depending on its assessment of the severity of the non-compliance. If a serious nuclear incident were to occur, our business, reputation, financial condition and results of operations could be materially adversely affected. In each case, the amount and types of insurance available to cover losses that might arise in connection with the operation of our nuclear fleet are limited and may be insufficient to cover any costs we may incur.

Decommissioning—NRC regulations require that licensees of nuclear generating facilities demonstrate reasonable assurance that funds will be available to decommission a nuclear facility at the end of its useful life. PSEG Nuclear has established an NDT Fund to satisfy these obligations. However, forecasting trust fund investment earnings and costs to decommission nuclear generating stations requires significant judgment, and actual results could differ significantly from current estimates. If we determine that it is necessary to retire one of our nuclear generating stations before the end of its useful life, there is a higher risk that it will no longer meet the NRC minimum funding requirements due to the earlier commencement of decommissioning activities and a shorter time period over which the NDT investments could appreciate in value. A shortfall could require PSEG to post parental guarantees or make additional cash contributions to ensure that the NDT Fund continues to satisfy the NRC minimum funding requirements. As a result, our financial position or cash flows could be significantly adversely affected.

We are subject to numerous federal, state and local environmental laws and regulations that may significantly limit or affect our businesses, result in significant litigation, adversely impact our business plans and/or expose us to significant environmental fines, costs and other liabilities.

We are subject to extensive federal, state and local environmental laws and regulations regarding air quality, water quality, site remediation, land use, waste disposal, climate change impact, natural resource damages and other matters. These laws and regulations affect how we conduct our operations and make capital expenditures. Over the past several years, there have been various changes to make existing environmental laws and regulations stricter and this trend may continue. Changes in these laws, or violations of laws, could result in significant increases in our compliance costs, capital expenditures to bring facilities into compliance, operating costs for remediation and clean-up actions, civil penalties or damages from actions brought by third parties for alleged health or property damages. Any such increase in our costs could have a material impact on our financial condition, results of operations and cash flows and could require further economic review to determine whether to continue operations or decommission an affected facility. We may also be unable to successfully recover certain of these cost increases through our existing regulatory rate structures, in the case of PSE&G, or our contracts with our customers, in the case of PSEG Power.

PSE&G recovers certain remediation and legal costs associated with its manufactured gas plant sites through Remediation Adjustment Charge (RAC) filings with the BPU. Continued future recoveries through the RAC are not guaranteed. Any failure to make future recoveries could materially impact our financial condition.

In addition, PSEG Power retained ownership of certain liabilities excluded from the sale of its fossil generation portfolio. These primarily relate to obligations under environmental regulations, including remediation obligations under the New Jersey Industrial Site Recovery Act and the Connecticut Transfer Act. It will require multiple years and comprehensive environmental sampling to understand the extent of and to carry out the required remediation. At this stage of the remediation process, the full remediation costs are not estimable, but given the number and operating history of the facilities in the portfolio, the full remediation costs will likely be material in the aggregate. The costs could potentially include costs for, among other things, excavating soil, implementation of institutional controls, and the construction, operation and maintenance of engineering controls.

Environmental laws and regulations have generally become more stringent over time, and this trend is likely to continue. For further discussion of environmental laws and regulations impacting our business, results of operations and financial condition, including the impact of federal and state laws and regulations relating to remediation of environmental contamination, see Item 8. Note 12. Commitments and Contingent Liabilities.

We may not receive necessary licenses, permits and siting approvals in a timely manner or at all, which could adversely impact our business and results of operations.

We must periodically apply for licenses and permits from various regulatory authorities, including environmental regulatory authorities, and siting/permitting approvals for our transmission investments, and abide by their respective orders. Delay in obtaining, or failure to obtain and maintain, any permits or approvals, including environmental permits or approvals, or delay in or failure to satisfy any applicable regulatory requirements, could:

- prevent construction of new facilities,
- limit or prevent continued operation of existing facilities,
- limit or prevent the sale of energy from these facilities, or
- result in significant additional costs,

each of which could materially affect our business, financial condition, results of operations and cash flows. In addition, the process of obtaining licenses and permits from regulatory authorities may be delayed or defeated by concerted community opposition and such delay or defeat could have a material effect on our business.

Changes in tax laws and regulations may adversely affect our financial condition, results of operations and cash flows.

The enactment, amendment or repeal of federal or state tax legislation and/or the clarification of previously enacted tax laws, including U.S. Treasury guidance relating to the 15% CAMT, the nuclear PTC and other energy tax credit provisions, could have a material impact on our effective tax rate and cash tax position.

ITEM 1B. UNRESOLVED STAFF COMMENTS

PSEG and PSE&G

None.

ITEM 1C. CYBERSECURITY

To reduce the likelihood and severity of cybersecurity incidents, we maintain a comprehensive cybersecurity program designed to protect and preserve the confidentiality, integrity, and availability of our technology systems and business operations. For a discussion of cybersecurity risks, see Item 1A. Risk Factors.

Risk Management and Strategy

Our processes for assessing, identifying, and managing material risks from cybersecurity threats include:

- ***Ongoing Assessment***—Cybersecurity, led by the VP, Chief Information Security Officer (CISO), reporting to the SVP, Chief Information and Digital Officer (CIDO), is staffed with cyber professionals who assess material risks from cybersecurity threats. In addition, the Cybersecurity Council, comprised of senior management, is kept apprised of PSEG's cybersecurity program, including any emerging risks, and provides guidance on the strategic direction of the program.
- ***Engagement of Nth Parties***—We engage Nth parties (third parties and other business relationships, including fourth parties, etc.), such as cybersecurity service providers, risk management firms, and external legal counsel, to assess

material risks from cybersecurity threats, assess our internal incident response preparedness and cyber posture, support incident response, conduct tabletop exercises, and comply with applicable laws and regulations. We also carry cybersecurity insurance that provides certain protection against losses from a cybersecurity incident. Regulatory agencies, including, but not limited to, the NRC, Transportation Security Administration (TSA), and NERC, inspect applicable components of our cybersecurity program.

- ***Nth-Party Service Provider Management***—We maintain processes to oversee and identify risks from cybersecurity threats associated with our use of Nth-party service providers, including a risk-based vendor management program, which incorporates cybersecurity contractual provisions, vendor security assessments and, if appropriate, periodic audits.
- ***Technical Safeguards***—We manage controls to protect our network perimeter, internal IT, and Operational Technology (OT) environments, including internal and external firewalls, network intrusion detection and prevention tools, penetration testing, vulnerability assessments, threat intelligence, endpoint security, and access controls.
- ***Training and Awareness***—We provide mandatory annual cybersecurity training to all personnel with network access, and additional education to personnel with access to industrial control systems and/or customer information systems. We conduct phishing exercises with progressive consequences for failures. We also share periodic cybersecurity awareness messages and each year, in recognition of Cybersecurity Awareness Month, we host presentations from internal and external cyber experts on diverse cyber topics. These efforts better enable those with network access to identify potential cybersecurity risks and escalate them appropriately.
- ***Incident Response Plans***—We maintain and periodically update a cyber incident response plan that covers technical (i.e., detection, response, and recovery) and collaborative (i.e. external communication/disclosure and legal compliance) aspects of cyber incident and breach response; and conduct tabletop exercises to test plan effectiveness (both internally and through external exercises).
- ***Mobile Security***—We maintain controls to prevent loss of data through mobile devices.
- ***Artificial Intelligence Security***—We maintain AI governance, including policies and a council, incorporating AI into our Nth Party Risk Assessment process, and implementing technical controls that enable people to use AI to complete tasks more efficiently and our cyber team to better combat more sophisticated threats that make use of AI.
- ***Physical Security***—We maintain physical security measures to protect our OT systems, consistent with a defense in-depth and risk-tiered approach. Physical security measures may include access control systems, video surveillance, around-the-clock command center monitoring, and physical barriers (e.g. fencing, walls, and bollards). Additional features of PSEG's physical security program include threat intelligence, insider threat mitigation, background checks, a threat level advisory system, a business interruption management model, and active coordination with federal, state, and local law enforcement officials. See Item 1. Business. Regulatory Issues—Federal Regulation for a discussion of Critical Infrastructure Protection standards that the NERC promulgated that mitigate risk associated with both cybersecurity and physical security of PSEG's critical facilities.

These processes are integral to our overall risk management system/processes and inform the identification and assessment of risks and mitigations through our Enterprise Risk Management (ERM) program. The ERM team, led by the SVP, Audit, Enterprise, Risk and Compliance (AERC) considers cybersecurity risks alongside other PSEG risks, and facilitates discussion with PSEG subject matter experts to identify cybersecurity risks, evaluate their potential severity and likelihood, identify mitigations, including those identified above, and assess the impact of those mitigations on residual risk. In addition, PSEG maintains a Risk Management Committee (RMC), responsible for assessing exposure to and determining PSEG's overall risk management strategy, including with respect to cybersecurity. The RMC, supported by the ERM function, is chaired by the SVP, AERC and consists of members of senior management including the CIDO and six of the CEO's other direct reports. In discharging its responsibilities related to cybersecurity threats, the RMC has received presentations from the CISO. To date, there has been no material impact or reasonably likely material impact on our business strategy, results of operations or financial condition from cybersecurity attacks or incidents.

Governance

– PSEG Board of Directors (Board) Oversight of Risks from Cybersecurity Threats:

- ***PSEG Board***—The PSEG Board has ultimate responsibility for the oversight of risk management at PSEG, overseeing PSEG's risk management program and reviewing the most significant risks facing PSEG, including cybersecurity risks. The Governance, Nominating and Sustainability Committee of the PSEG Board reviews key enterprise risks, including cybersecurity risks, and recommends to the Board the mapping of each risk to an appropriate committee or the full Board, in accordance with the allocation of risk categories reflected in the charter of each committee. Through this process, cybersecurity risks are mapped primarily to the Board's Industrial Operations Committee (IOC), and also the Audit Committee. In providing oversight of risks from cybersecurity threats, the Board is informed of cybersecurity incidents as appropriate, by way of updates from Senior Management, pursuant to PSEG's Cybersecurity Incident Response Plan, as administered by the CISO.

- ***IOC***—At the PSEG Board level, the IOC holds the primary responsibility, as enumerated in its charter, for overseeing PSEG's cybersecurity program and assessing overall compliance through active, independent and critical oversight. The IOC is informed of cybersecurity risks by the CIDO and/or the CISO, during the IOC's four regularly scheduled meetings per year, which each include cybersecurity as a standing agenda item. Cybersecurity updates to the IOC include discussions on OT and IT cyber risks, cybersecurity updates from the CISO and/or CIDO, and reviews of a corporate cybersecurity scorecard and other performance indicators. The CIDO and CISO regularly attend IOC meetings. In addition, the IOC meets with the CISO in executive session with no other members of management present. To ensure the full Board is kept informed about the cybersecurity risks discussed at the IOC meetings, the cybersecurity materials provided to the IOC are available for full viewing by all members of the Board, members of the Board who are not IOC members have a courtesy invitation to each IOC meeting, and the Chair of the IOC provides a summary of IOC meetings to the full Board, typically the day after the meeting takes place.
- ***Audit Committee***—The Audit Committee is responsible for overseeing cybersecurity risks related to financial reporting and internal controls. The Audit Committee receives an annual cybersecurity update from the CISO, either with the full Board or the IOC in attendance. Audit Committee members have an invitation to all IOC meetings, have full access to IOC meeting materials, and receive the summary of IOC meetings from the IOC Chair as noted above.
- ***Governance, Nominating and Sustainability Committee and Audit Committee***—These committees are briefed at least annually on enterprise-level risks and emerging risks, including those related to cybersecurity, and receive regular updates on PSEG RMC activities, including those related to cybersecurity.
- ***Board of Directors, IOC, and Audit Committee***—In providing oversight of risks from cybersecurity threats, the Board, IOC, and Audit Committee are informed of cybersecurity risks through frequent reports on such topics as personnel and resources to monitor and address cybersecurity threats, technological advances in cybersecurity protection, rapidly evolving cybersecurity threats that may affect us and our industry, cybersecurity incident response and applicable cybersecurity laws, regulations and standards, as well as collaboration mechanisms with intelligence and enforcement agencies and industry groups to assure timely threat awareness and response coordination. In addition, risks associated with cybersecurity incidents, or potential incidents, are escalated by senior management promptly to the Board outside of regularly scheduled meetings, if appropriate.

– Management's Role in Assessing and Managing Material Cybersecurity Risks:

The assessment and management of material risks from cyber threats is managed by the CIDO, CISO and Cybersecurity Council, as further described below.

- ***CIDO***—The CIDO has had the overall responsibility for PSEG's cybersecurity since September 2022, including the assessment and management of material risks to PSEG from cybersecurity threats. The CIDO has served in that position since August 2020 and is a direct report to the CEO. The CIDO has over 25 years of energy experience inclusive of leading technology compliance with cybersecurity regulations for nuclear, transmission, gas and corporate assets. Our CIDO's experience includes leading the secure technology design, development, and deployment strategy for grid modernization efforts, including digital customer engagement platforms, advanced metering, enterprise asset management and distribution automation functionality.

As noted above, the CIDO regularly attends and provides updates with the CISO to the IOC.

The CIDO remains informed about the monitoring, prevention, detection, mitigation, and remediation of cybersecurity incidents through the CISO and other members of the cybersecurity team, who are tasked with these responsibilities on a day-to-day basis.

- ***CISO***—The CISO has day-to-day responsibility for PSEG's cybersecurity, including the assessment and management of material risks to PSEG from cybersecurity threats, and leads the cybersecurity team. The CISO served in this role since July 2024. Our CISO has over 24 years of experience in cybersecurity and served as a VP, CISO in the manufacturing/chemicals sector prior to joining PSEG. Our CISO started her career at the Department of Defense and led cyber teams in the financial and retail sectors. Our CISO holds an MBA in strategy, an MSE in Computer Science, a BS in Computer Science, and multiple cybersecurity certifications, including Certified Information Systems Security Professional.

As noted above, the CISO provides cybersecurity updates during the four regularly scheduled IOC meetings and regularly meets with the IOC, without other members of management present, during executive sessions. The CISO remains informed about the monitoring, prevention, detection, mitigation, and remediation of cybersecurity incidents through the members of the CISO's cybersecurity team, who are tasked with these responsibilities on a day-to-day basis.

- ***Cybersecurity Council***—The Cybersecurity Council, chaired by the CISO, ensures that senior management, and ultimately, the Board, are given the information required to exercise proper oversight over cybersecurity risks and that escalation procedures are followed. The Cybersecurity Council meets at least six times annually to receive reports on the state of PSEG's cybersecurity program, provide guidance on the strategic direction of the program, discuss emerging cybersecurity issues, and review the cybersecurity scorecard to measure performance of key risk indicators. The Cybersecurity Council receives presentations from the CISO, members of the Cybersecurity team, other IT domain experts, cybersecurity managing counsel and external cybersecurity experts, and participates in tabletop exercises. In addition to the CISO, the Cybersecurity Council members include the: (i) SVP, CIDO; (ii) EVP, General Counsel; (iii) EVP, CFO; (iv) President and COO of PSE&G; (v) President of PSEG Nuclear and Chief Nuclear Officer; (vi) SVP, Corporate Citizenship; (vii) SVP, Chief Administrative Officer and Chief Human Resources Officer; (viii) VP, Corporate Security and Properties; (ix) SVP, AERC; (x) President and COO of PSEG LI; (xi) SVP, Chief Commercial Officer and Strategic Partnerships; and (xii) Vice President, Controller. PSEG's cybersecurity counsel is also a regular attendee at Cybersecurity Council meetings. In providing oversight of risks from cybersecurity threats, Senior Management is informed of cybersecurity risks through updates shared during Cybersecurity Council meetings and through notifications or updates by the CISO, pursuant to PSEG's Cybersecurity Incident Response Plan.

For a discussion of regulatory requirements relating to cybersecurity matters, see Item 1. Business—Regulatory Issues.

ITEM 2. PROPERTIES

All of our owned physical property is held by our subsidiaries. We believe that we and our subsidiaries maintain adequate insurance coverage against loss or damage to plants and properties, subject to certain exceptions and deductibles, to the extent such property is usually insured and insurance is available at a reasonable cost. For a discussion of nuclear insurance, see Item 8. Note 12. Commitments and Contingent Liabilities.

PSE&G

Primarily all of PSE&G’s property is located in New Jersey and PSE&G’s First and Refunding Mortgage, which secures the bonds issued thereunder, constitutes a direct first mortgage lien on substantially all of PSE&G’s property. PSE&G’s electric lines and gas mains are located over or under public highways, streets, alleys or lands, except where they are located over or under property owned by PSE&G or occupied by it under easements or other rights. PSE&G deems these easements and other rights to be adequate for the purposes for which they are being used.

Electric Property and Facilities

As of December 31, 2025, PSE&G’s electric T&D system included approximately 25,000 circuit miles and 871,000 poles, of which 64% are jointly-owned. In addition, PSE&G owns and operates 58 switching stations with an aggregate installed capacity of approximately 40,000 megavolt-amperes (MVA) and 238 substations with an aggregate installed capacity of approximately 10,890 MVA. In addition, PSE&G owns four electric distribution headquarters and five electric sub-headquarters.

Gas Property and Facilities

As of December 31, 2025, PSE&G’s gas system included approximately 18,000 miles of gas mains, 12 gas distribution headquarters, two sub-headquarters, and two meter shops serving all of its gas territory in New Jersey. In addition, PSE&G operates 54 natural gas metering and regulating stations, of which 25 are located on land owned by customers or natural gas pipeline suppliers and are operated under lease, easement or other similar arrangement. In some instances, the pipeline companies own portions of the metering and regulating facilities. PSE&G also owns one liquefied natural gas and three liquid petroleum air gas peaking facilities. The daily gas capacity of these peaking facilities (the maximum daily gas delivery available during the three peak winter months) is approximately 2.9 million therms in the aggregate.

Solar

As of December 31, 2025, PSE&G owned 158 MW dc of installed PV solar capacity throughout New Jersey.

PSEG Power

Generation Facilities

As of December 31, 2025, PSEG Power’s share of installed nuclear generating capacity is shown in the following table:

Name	Location	Total Capacity (MW)	% Owned	Owned Capacity (MW)
Nuclear:				
Hope Creek	NJ	1,174	100%	1,174
Salem 1 & 2	NJ	2,280	57%	1,309
Peach Bottom 2 & 3 (A)	PA	2,549	50%	1,275
Total Nuclear		**6,003**		**3,758**

(A) Operated by Constellation Energy Generation, LLC.

ITEM 3. LEGAL PROCEEDINGS

We are party to various lawsuits and environmental and regulatory matters, including in the ordinary course of business. For information regarding material legal proceedings, see Item 1. Business—Regulatory Issues and Environmental Matters and Item 8. Note 12. Commitments and Contingent Liabilities.

ITEM 4. MINE SAFETY DISCLOSURES

Not applicable.

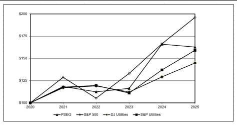
PART II

ITEM 5. MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES

Our common stock is listed on the New York Stock Exchange, Inc. under the trading symbol "PEG." As of February 20, 2026, there were 43,642 registered holders.

The following graph shows a comparison of the five-year cumulative return assuming $100 invested on December 31, 2020 in our common stock and the subsequent reinvestment of quarterly dividends, the S&P Composite Stock Price Index, the Dow Jones Utilities Index and the S&P Electric Utilities Index.

	2020	2021	2022	2023	2024	2025
PSEG	$ 100.00	$ 118.33	$ 112.30	$ 116.36	$ 165.95	$ 162.80
S&P 500	$ 100.00	$ 128.68	$ 105.36	$ 133.03	$ 166.28	$ 195.98
DJ Utilities	$ 100.00	$ 117.01	$ 118.96	$ 112.19	$ 129.21	$ 144.69
S&P Utilities	$ 100.00	$ 117.67	$ 119.51	$ 111.05	$ 137.07	$ 159.06



On February 24, 2026, our Board of Directors approved a $0.67 per share common stock dividend for the first quarter of 2026. This reflects an indicative annual dividend rate of $2.68 per share. We expect to continue to pay cash dividends on our common stock; however, the declaration and payment of future dividends to holders of our common stock will be at the discretion of the Board of Directors and will depend upon many factors, including our financial condition, earnings, capital requirements of our businesses, alternate investment opportunities, legal requirements, regulatory constraints, industry practice and other factors that the Board of Directors deems relevant.

The following table indicates the securities authorized for issuance under equity compensation plans as of December 31, 2025:

Plan Category	Number of Securities to be Issued upon Exercise of Outstanding Options, Warrants and Rights (a)	Weighted-Average Exercise Price of Outstanding Options, Warrants and Rights (b)	Number of Securities Remaining Available for Future Issuance under Equity Compensation Plans (excluding securities reflected in column (a)) (c)
Equity Compensation Plans Approved by Security Holders	—	$ —	5,937,370
Equity Compensation Plans Not Approved by Security Holders	—	—	—
Total	**—**	**$ —**	**5,937,370**

The number of shares available for future issuance includes amounts remaining under our 2021 Long-Term Incentive Plan (2021 LTIP) and 2021 Equity Compensation Plan for Outside Directors and the Employee Stock Purchase Plan and reflect a reduction for non-vested restricted stock units and performance share units (PSUs) (assumed at target payout). The number of shares available for future issuance may be increased or decreased depending on actual payouts for the PSUs based on achievement of targets and is increased by the number of shares that are forfeited, canceled or otherwise terminated without the issuance of shares. For additional discussion of specific plans concerning equity-based compensation, see Item 8. Note 17. Stock Based Compensation.

From time to time, PSEG may repurchase shares to satisfy obligations under equity compensation awards and repurchase shares to satisfy purchases by employees under the Employee Stock Purchase Plan (ESPP). In November 2025, we entered into a share repurchase plan that complies with Rule 10b5-1 of the Exchange Act, solely with respect to the repurchase of shares to satisfy obligations under equity compensation awards and the repurchase of shares to satisfy purchases by employees under the ESPP. The following table indicates our common share repurchases in the open market during the fourth quarter of 2025 to satisfy obligations under equity compensation awards that were issued in 2025 and purchases by employees under the ESPP during 2025.

Three Months Ended December 31, 2025	Total Number of Shares Purchased	Average Price Paid per Share
October 1 - October 31	—	—
November 1 - November 30	—	—
December 1 - December 31	850,000	$79.50

There are 865,000 additional shares that remain available to be repurchased under the plan to satisfy obligations under equity compensation awards anticipated to be issued in 2026 and purchases anticipated by employees under the ESPP during 2026. The plan expires on the earlier of the completion of all trades under the plan, April 30, 2026, or the occurrence of such other termination events as specified in the plan, including but not limited to termination of the plan.

PSE&G

We own all of the common stock of PSE&G. For additional information regarding PSE&G's ability to continue to pay dividends, see Item 7. MD&A—Liquidity and Capital Resources.

ITEM 6. [RESERVED]

ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS (MD&A)

This combined MD&A is separately filed by Public Service Enterprise Group Incorporated (PSEG) and Public Service Electric and Gas Company (PSE&G). Information contained herein relating to any individual company is filed by such company on its own behalf.

PSEG's business consists of two reportable segments, PSE&G and PSEG Power LLC (PSEG Power) & Other, primarily comprised of our principal direct wholly owned subsidiaries, which are:

- **PSE&G**—which is a public utility engaged principally in the transmission of electricity and distribution of electricity and natural gas in certain areas of New Jersey. PSE&G is subject to regulation by the New Jersey Board of Public Utilities (BPU), the Federal Energy Regulatory Commission (FERC), and other federal and New Jersey state regulators. PSE&G also invests in regulated solar generation projects and regulated energy efficiency (EE) and related programs in New Jersey, which are regulated by the BPU, and
- **PSEG Power**—which is an energy supply company that consists of the operations of merchant nuclear generating assets and fuel supply functions engaged in competitive energy sales via its principal direct wholly owned subsidiaries. PSEG Power's subsidiaries are subject to regulation by FERC, the Nuclear Regulatory Commission (NRC) and other federal regulators and state regulators in the states in which they operate.

The PSEG Power & Other reportable segment also includes amounts related to the parent company as well as PSEG's other direct wholly owned subsidiaries, which are: PSEG Long Island LLC (PSEG LI), which operates the Long Island Power Authority's (LIPA) transmission and distribution (T&D) system under an Operations Services Agreement (OSA); PSEG Energy Holdings L.L.C. (Energy Holdings), which primarily holds legacy lease investments and competitively bid, FERC regulated transmission; and PSEG Services Corporation (Services), which provides certain management, administrative and general services to PSEG and its subsidiaries at cost.

Our business discussion in Item 1. Business provides a review of the regions and markets where we operate and compete, as well as our strategy for conducting our businesses within these markets, focusing on operational excellence, financial strength and making disciplined investments. Our risk factor discussion in Item 1A. Risk Factors provides information about factors that could have a material adverse impact on our businesses. The following discussion provides an overview of the significant events and business developments that have occurred during 2025 and key factors that we expect may drive our future performance. This discussion refers to the Consolidated Financial Statements (Statements) and the related Notes to the Consolidated Financial Statements (Notes). This discussion should be read in conjunction with such Statements and Notes.

EXECUTIVE OVERVIEW OF 2025 AND FUTURE OUTLOOK

We are a public utility holding company that, acting through our wholly owned subsidiaries, is a predominantly regulated electric and gas utility and a nuclear generation business. Our business plan focuses on achieving growth by allocating capital primarily toward regulated investments in an effort to continue to improve the sustainability and predictability of our business and realizing the value of the consistent and reliable carbon-free generation from our nuclear units. We are focused on investing to meet growing energy demand, modernize our energy infrastructure, improve reliability and resilience, increase EE to meet customer expectations and be well aligned with public policy objectives. With these investments and higher working capital recovery approved in the distribution rate case, our regulated rate base increased from approximately $34 billion as of December 31, 2024 to approximately $36 billion as of December 31, 2025. In addition, our nuclear facilities retain the downside price protection of a production tax credit (PTC) from 2024 through 2032.

For the years 2026-2030, our regulated capital investment program is estimated to be in a range of $22.5 billion to $25.5 billion. We expect these capital investments to result in a compound annual growth rate in our regulated rate base in a range of 6.0% to 7.5% from year-end 2025 to year-end 2030. The regulated capital investments represent the majority of PSEG's total capital investment program of $24 billion to $28 billion. The low end of the range includes an extension of our Gas System Modernization Program (GSMP) and Clean Energy Future (CEF)-EE program, as these programs are expected to continue beyond their currently approved timeframes. The upper end of our capital investment range includes potential incremental investments to address continued demand growth and other investments to meet infrastructure needs and support New Jersey's clean energy goals.

PSE&G

At PSE&G, our focus is on investing capital in T&D infrastructure and clean energy programs to meet growing demand, enhance the reliability and resiliency of our T&D system, meet customer expectations and support public policy objectives.

In October 2024, the BPU approved our CEF-EE II filing authorizing approximately $2.9 billion for energy efficiency projects committed between January 1, 2025 through June 30, 2027, and completed over an expected six-year period. The Order approved a program investment budget of approximately $1.9 billion, net of administrative expenses, and approximately $1 billion to continue our customer on-bill repayment program. This EE filing is a significant increase from our prior filings, driven by an increase in the savings targets required under the BPU Energy Efficiency Framework and higher costs to achieve those targeted savings.

Our GSMP II program extension provided for main replacement through December 2025 plus trailing services replacement and paving costs into 2026 totaling approximately $900 million of investment. Of the $900 million, $750 million is recovered through three periodic rate adjustments with the balance recovered through a future base rate case. In November 2025, the BPU issued an Order approving PSE&G's GSMP III program, authorizing $1.05 billion of capital investment to replace 525 miles of high pressure cast iron gas mains and unprotected steel mains, with cost recovery through three periodic rate adjustments as portions of the investment are put into service. In that Order, the BPU also authorized $360 million of investment to replace an additional 75 miles of gas main, with cost recovery to be requested in a future base rate case. Investment under the GSMP III program will begin in 2026 and continue through December 2028 plus trailing services replacement and paving costs into 2029.

In October 2024, the BPU issued an Order approving the settlement of PSE&G's distribution rate case with new rates effective October 15, 2024. The Order provided for a $17.8 billion rate base, a 9.6% return on equity for PSE&G's distribution business and a 55% equity component of its capitalization structure. In addition, the Order approved mechanisms beginning January 1, 2025 associated with the recovery of future storm costs as well as the recovery of annual pension and OPEB expenses.

PSEG Power

At PSEG Power, we seek to produce low-cost electricity by efficiently operating our nuclear generation assets, mitigate earnings volatility through hedging and the PTC mechanism, and support public policies that preserve these existing carbon-free base load nuclear generating plants. During 2025, our nuclear units generated approximately 30.9 terawatt hours and operated at a capacity factor of 91.2%. Effective April 2025, PSEG Power revised the estimated useful lives for the Salem 1, Salem 2 and Hope Creek nuclear plants due to our expectation that a 20-year license extension will be approved for these facilities. In October 2025, we completed work to extend the refueling cycle at our Hope Creek facility from 18 months to 24 months. In addition, we are planning power uprates at Salem Units 1 and 2 that will increase generation capacity and reliability and support long-term operation of these units, including through a potential subsequent license renewal.

Our hedging strategy continues to incorporate an estimated range of risk reduction impacts from the PTCs on our nuclear generation portfolio while retaining the ability to benefit when market pricing exceeds the level at which we would receive PTCs. As of December 31, 2025, we expect that our current portfolio position for 2026 will result in the realized value of our nuclear generation output being above the level at which we would receive PTCs. Our strategy will continue to evolve taking into account energy market conditions, PTC guidance uncertainty, and potential incremental changes upon receiving U.S.

Treasury guidance. In addition, we continue to explore opportunities for the potential sale of power, capacity and/or emission credits from our nuclear facilities pursuant to long-term agreements.

Climate Strategy and Sustainability Efforts

We remain guided by our vision to power a future where people use energy more efficiently, and it's safer and delivered more reliably than ever. Our investments remain focused on infrastructure modernization, energy efficiency, and supporting growing customer demand, as well as New Jersey's long-term energy goals. We have adjusted our net zero greenhouse gas (GHG) emissions goal that includes direct GHG emissions (Scope 1) and indirect GHG emissions from operations (Scope 2) across our business operations, which supports New Jersey's clean energy and climate goals, from 2030 to 2050. Transition risks, including federal and/or state policy and regulation, technology availability and affordability, market demands, and customer needs likely will impact the pace of our net zero progress and our ability to achieve the 2050 goal.

PSE&G has undertaken a number of initiatives that support the reduction of GHG emissions, including our implementation of New Jersey's EE and related programs that are intended to support New Jersey's Energy Master Plan (EMP) and Gubernatorial Executive Orders through programs designed to help customers use energy more efficiently, reduce GHG emissions, support the expansion of the EV infrastructure in New Jersey, install energy storage capacity to supplement solar generation and enhance grid resiliency, install smart meters and supporting infrastructure to allow for the integration of other clean energy technologies and to more efficiently respond to weather and other outage events.

We continue to assess physical risks of climate change and adapt our capital investment program to improve the reliability and resiliency of our system in an environment of increasing frequency and severity of weather events. PSE&G is committed to the safe and reliable delivery of natural gas to approximately 1.9 million customers throughout New Jersey and we are equally committed to reducing GHG emissions associated with such operations. The GSMP is designed to improve safety and reliability and significantly reduce natural gas leaks in our distribution system, which would reduce the release of methane, a potent GHG, into the air. From 2018 through 2025 we reduced reported methane emissions by over 30% system wide.

We also continue to focus on working to preserve the economic viability of our nuclear units, which provide over 80% of the carbon-free energy in New Jersey. These efforts include reducing market risk by advocating for state and federal policies, such as the PTC established by the IRA, and capacity market reform and related generator interconnection policies at PJM Interconnection, L.L.C. (PJM) that recognize the value of our nuclear fleet's carbon-free generation and its contribution to grid reliability and resource adequacy, and potential long-term contracts that recognize the value of its consistent and reliable carbon-free energy.

Competitively Bid, FERC Regulated Transmission

PSEG continues to evaluate additional investment opportunities in regulated transmission. In December 2023, PJM awarded us an approximately $424 million project to address increasing load and reliability issues in Maryland and northern Virginia as part of its 2022 Window 3 competitive solicitation. PJM has directed that the project be placed in service in 2027. However, based on the procedural timeline established by order of the Maryland Public Service Commission, we do not currently believe a 2027 in-service date for the project is reasonably achievable. We are continuing to take all available steps to obtain approvals for timely project execution. We cannot predict the outcome.

PSEG will continue to evaluate opportunities to participate in transmission solicitation processes and may decide to submit bids for these opportunities, some of which could be material investments.

PSEG LI

PSEG LI has been operating LIPA's electric T&D system in Long Island, New York since 2014 under a 12-year OSA with LIPA that expired on December 31, 2025. In 2025, a five year extension of the contract was approved. A competitor in the contract bidding process filed litigation against LIPA challenging the process. LIPA filed a motion to dismiss the competitor's claim as untimely, which was granted by the New York Supreme Court in December 2025. The competitor filed an appeal in January 2026.

Financial Results

The financial results for PSEG, PSE&G and PSEG Power & Other for the years ended December 31, 2025 and 2024 are presented as follows:

	Years Ended December 31, 2025	Years Ended December 31, 2024
	Millions, except per share data	
PSE&G	$ 1,745	$ 1,547
PSEG Power & Other	366	225
PSEG Net Income	**$ 2,111**	**$ 1,772**
PSEG Net Income Per Share (Diluted)	**$ 4.22**	**$ 3.54**

For a detailed discussion of our financial results, see Results of Operations.

Regulatory, Legislative and Other Developments

We closely monitor and engage with stakeholders on significant regulatory and legislative developments.

Transmission Rate Proceedings and Return on Equity (ROE)

Under current FERC rules, PSE&G continues to earn a 50 basis point adder to its base ROE for its membership in PJM as a transmission owner. However, certain regulatory or legislative actions could potentially lead to the loss of this adder which, if eliminated, would prospectively reduce PSE&G's annual Net Income and annual cash inflows by approximately $40 million.

New Jersey Clean Energy Stakeholder Proceedings

In February 2023, the previous governor of New Jersey issued executive orders (EOs) that establish or accelerate previously established 2050 targets for clean-sourced energy, building decarbonization, and EV adoption goals, with new target dates of 2030 or 2035, as applicable. In November 2025 the BPU released the updated Energy Master Plan (EMP) that presents potential pathways toward meeting New Jersey's clean energy and decarbonization goals. Given the new administration took office in January 2026, it is not clear how the EMP might influence New Jersey's energy policy and we cannot predict the impact on our business that might result.

Environmental Regulation

We are subject to liability under environmental laws for the costs and penalties of remediating contamination of property now or formerly owned by us and of property contaminated by hazardous substances that we generated. In particular, the historic operations of PSEG companies and the operations of numerous other companies within the Newark Bay Complex are alleged by federal and state agencies to have discharged substantial contamination into the Newark Bay Complex in violation of various statutes. The Newark Bay Complex is a tidal estuary in northern New Jersey that includes Newark Bay, as well as portions of the Passaic River, the Hackensack River and other surrounding waterways. The U.S. Environmental Protection Agency (EPA) has designated various portions of the Newark Bay Complex as federal Superfund sites that must be investigated and remediated under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA).

In addition, PSEG Power has retained ownership of certain liabilities excluded from the sale of its fossil generation portfolio, primarily related to obligations under New Jersey and Connecticut state laws to investigate and remediate the sites. We are also currently involved in a number of proceedings relating to sites where other hazardous substances may have been discharged and may be subject to additional proceedings in the future, and the costs and penalties of any such remediation efforts could be material.

For further information regarding the matters described above, as well as other matters that may impact our financial condition and results of operations, see Item 8. Note 12. Commitments and Contingent Liabilities.

Nuclear

In May 2025, PSEG Power's Salem 1, Salem 2 and Hope Creek nuclear plants zero emission certificate (ZEC) sales concluded. Pursuant to a process established by the BPU, ZECs were purchased from these nuclear plants by the electric distribution companies (EDCs) in New Jersey. As previously noted, the Federal government established a PTC for electricity generated using existing nuclear energy, which began January 2024 and continues through 2032 and impacted PSEG Power's decision not to apply for the next ZEC three-year eligibility period starting June 2025. The expected PTC rate is up to $15/MWh subject to adjustment based upon a facility's gross receipts. The PTC rate and the gross receipts threshold are subject to annual inflation adjustments. ZEC revenue recorded has been reduced by the estimated PTCs generated from these nuclear plants. The PTC amounts recorded to date are subject to change based on several factors, including but not limited to, adjustments to estimated market prices and generation and the issuance of authoritative guidance by Treasury/the Internal Revenue Service, including clarification of the definition of "gross receipts" used to determine the phase out. Any adjustments to amounts previously recorded could be material. We continue to analyze the impact of the PTC, including any future guidance from the U.S. Treasury to assess any impact of PTCs on expected ZEC payments and/or any future ZEC application periods.

Demand, Supply and Energy Costs

An increasing demand for power and a lack of sufficient new generation resources in PJM and in New Jersey, has raised resource adequacy concerns and has resulted in higher electricity costs for our customers in 2025. Prices from the July 2024 PJM annual capacity market auction, which were approximately 10 times higher than prices from the 2023 auction and which impacted customer bills, provoked concern from state regulators and legislators and have created regulatory uncertainty. Prices from the July 2025 capacity market auction were higher than those produced by the July 2024 auction and PJM indicated that the prices would have been even higher if not for the existence of a FERC-approved ceiling, which remained in effect for the December 2025 auction and which PJM has recently indicated it will seek to extend for two more auction cycles. In January 2026, the White House's National Energy Dominance Council signed an agreement with the governors of all 13 states in the PJM region that memorializes a "statement of principles" intended to prompt PJM to make major changes to its capacity market, including running a "reliability backstop auction" to procure new generation capacity to provide 15-year "price certainty". PJM has committed to run this backstop auction and is targeting a September 2026 date following FERC approval of all needed rule changes. There are outstanding questions associated with this auction, including whether the procurement costs will be disproportionately allocated to zones where demand exceeds supply. In addition, in 2025, FERC both issued an order that will encourage optionality for "large load" customers like data centers by facilitating co-location with generation, and initiated a rulemaking to establish definitive rules for future large customer connections intended to ensure reliability and address resource adequacy concerns. See Item 1. Business—Regulatory Issues—Federal Regulation.

As a result of the capacity market price increases, the costs of which are flowed through to customers, and per direction to EDCs from the BPU, PSE&G filed a petition in May 2025 that provided proposals to mitigate bill impacts to customers. In June 2025, the BPU approved a settlement under which PSE&G applied a credit to each residential electric customer's monthly bill for July 2025 and August 2025, with the offset being charged on monthly bills for September 2025 through February 2026. PSE&G agreed to waive carrying costs on the outstanding credit amount. In addition, PSE&G agreed to: extend protections precluding the shut-off of eligible residential customers, normally available during the winter months, to the period from July 1, 2025 through September 30, 2025; offer residential customers deferred payment arrangements with terms of up to twenty-four months for the payment of overdue billed amounts; and waive all reconnection fees for residential customers during the period from July 1, 2025 through September 30, 2025. In September 2025, the New Jersey Legislature enacted a law prohibiting disconnection for non-payment during the period June 15 through August 31, beginning in 2026, and for such period annually thereafter, for certain qualified electric and gas customers. This new requirement for a summer shutoff moratorium and the extended deferred payment arrangements have increased our Accounts Receivable and bad debt expense in 2025 with potential additional increases in the future.

Federal and State Executive Orders and State Legislative and Other Activity

There have been a number of federal executive orders during the past year, including but not limited to orders requiring retiring generating units to stay on-line beyond their retirement date to mitigate system reliability risk and orders imposing widespread and substantial tariffs on imports.

There has been increased New Jersey state legislative activity and executive orders regarding energy affordability, resource adequacy and regulatory topics.

We are continuing to monitor the federal and state legislative activity and executive orders, certain of which may require regulatory actions to implement, and their impacts on our supply chain, business, cash flow, results of operations and financial condition.

Interest Rate Matters

PSEG's long-term financing plan is designed to replace maturities and support funding its capital program. Given our financing needs, the prevailing interest rate environment will be a key factor in determining interest expense on variable-rate debt and long-term rates on future financing plans. In order to increase the predictability of interest expense, we may use interest rate hedges to help limit our exposure to fluctuating interest rates and fix a portion of our interest rate exposure for anticipated long-term financing plans at PSEG and PSEG Power. PSE&G's interest rate risk is moderated due to annual transmission rate filings and distribution recoveries through periodic rate filings.

Tax Legislation

The enactment, amendment or repeal of federal or state tax legislation and/or the clarification of previously enacted tax laws could have a material impact on our effective tax rate and cash tax position.

In August 2022, the IRA enacted a 15% corporate alternative minimum tax (CAMT), which is based on adjusted financial statement income, and established a PTC for existing qualified nuclear facilities. In February 2026, the U.S. Treasury issued Notice 2026-07 (CAMT Notice) which clarifies AFSI computation by allowing an adjustment to deduct certain repair and maintenance costs that are capitalized in the applicable financial statement. This CAMT Notice will result in a reduction to PSEG's and PSE&G's AFSI for CAMT purposes. However, aspects of the IRA provisions for CAMT and PTCs remain unclear; therefore, the issuance of future authoritative guidance could materially impact PSEG's and PSE&G's results of operations, financial condition and cash flows.

In April 2023, the U.S. Treasury issued Revenue Procedure 2023-15 that provides a Natural Gas Safe Harbor (NGSH) method of accounting to determine the annual repair tax deduction for gas T&D property. As a result of the CAMT Notice, PSE&G intends to adopt the NGSH method for its gas distribution assets in its 2025 Federal tax return, including a historical cumulative IRC Section 481(a) adjustment. While PSEG is still evaluating this guidance, it expects that the additional repair deductions will reduce our taxable income and AFSI, and will result in lower cash taxes.

In July 2025, "An Act to Provide for Reconciliation Pursuant to Title II of H. Con. Res. 14" (the Act) was signed into law. The Act made no material changes to the PTC for existing qualified nuclear generation facilities. The Act permanently extends 100% bonus depreciation to qualified business property retroactive to January 19, 2025. The impact of the Act on PSEG's and PSE&G's financial statements is subject to continued evaluation.

Future Outlook

Our future success will be influenced by our ability to continue to maintain strong operational and financial performance, address regulatory and legislative developments that impact our business and respond to the issues and challenges described below. In order to do this, we will seek to:

- obtain approval of and execute on our utility capital investment program to meet increasing customer demand, modernize our infrastructure, improve the reliability and resilience of the service we provide to our customers, and align our sustainability and climate goals with New Jersey's energy policy;
- obtain a fair return for our T&D investments through our transmission formula rate, existing rate incentives, distribution infrastructure and clean energy investment programs and periodic distribution base rate case proceedings;

- focus on controlling costs while maintaining safety, reliability and customer satisfaction and complying with applicable standards and requirements;
- manage the risks and opportunities in federal and state policies related to energy;
- advocate for appropriate regulatory guidance on the PTC to ensure long-term support for New Jersey's largest carbon-free generation resource, and adapt our hedging program accordingly, and realize the value of our consistent and reliable, carbon-free nuclear output;
- engage constructively with our multiple stakeholders, including regulators, government officials, customers, employees, investors, suppliers and the communities in which we do business or are seeking to do business; and
- deliver on our human capital management strategy to attract, develop and retain a high-performing diverse workforce.

In addition to the risks described elsewhere in this Form 10-K for 2025 and beyond, the key issues and challenges we expect our business to confront include:

- regulatory and political uncertainty with regard to Federal and State energy and related policies, including transmission planning and rates policy, the role of distribution utilities and decarbonization impacts, design of energy and capacity markets, resource adequacy and affordability, tax regulation and environmental regulation, as well as with respect to the outcome of any legal, regulatory or other proceedings;
- performance of the financial markets, including the impact on our pension funding requirements and interest rates on our future financing plans;
- continuing to manage costs and maintain affordable customer rates, which could impact customer collections, investment programs and have other impacts;
- the increasing frequency, sophistication and magnitude of cybersecurity attacks against us and our respective vendors and business partners who may have our sensitive information and/or access to our environment, and the increasing frequency and magnitude of physical attacks on electric and gas infrastructure;
- future changes in federal and state tax laws or any other associated tax guidance; and
- the impact of changes in energy demand, natural gas and electricity prices and PJM's challenge to ensure resource adequacy to meet demand growth amidst efforts to decarbonize several sectors of the economy.

We continually assess a broad range of strategic options to maximize long-term shareholder value and address the interests of our multiple stakeholders. We consider a wide variety of factors when determining how and when to efficiently deploy capital, including the performance and prospects of our businesses; returns and the sustainability and predictability of future earnings streams; the views of investors, regulators, public policy initiatives, rating agencies, customers and employees; our existing indebtedness and restrictions it imposes; and tax considerations, among other things. Strategic options available to us include:

- investments in PSE&G, including T&D facilities to enhance reliability, resiliency and modernize the system to meet the growing needs and increasingly higher expectations of customers, and clean energy investments, particularly our EE programs;
- continued operation of our nuclear generation facilities that are expected to be supported by the PTC through 2032, nuclear capacity uprates, such as our planned Salem power uprate supported by a clean energy PTC, as well as obtaining license extensions and energy and/or emission credit sales with potential customers seeking consistent and reliable carbon-free power, as well as opportunities that may arise from our enabling of new nuclear projects, including providing services for these projects;
- investments in competitive, regulated transmission and the potential enabling of investments in generation through PJM processes and BPU solicitations that provide revenue predictability and reasonable risk-adjusted returns; and
- acquisitions, dispositions, development and other transactions involving our common stock, assets or businesses that could provide value to customers and shareholders.

There can be no assurance, however, that we will successfully develop and execute any of the strategic options noted above, or any additional options we may consider in the future. The execution of any such strategic plan may not have the expected benefits or may have unexpected adverse consequences.

RESULTS OF OPERATIONS

	Years Ended December 31, 2025	2024	2023
	Millions, except per share data		
Earnings			
PSE&G	$ 1,745	$ 1,547	$ 1,515
PSEG Power & Other (A)(B)	366	225	1,048
PSEG Net Income	**$ 2,111**	**$ 1,772**	**$ 2,563**
PSEG Net Income Per Share (Diluted)	**$ 4.22**	**$ 3.54**	**$ 5.13**

(A) PSEG Power & Other results in 2023 include a $239 million after-tax pension charge due to the settlement of a portion of the qualified pension plans.

(B) Other includes after-tax activities at the parent company, PSEG LI and Energy Holdings as well as intercompany eliminations.

PSEG Power's results above include the Nuclear Decommissioning Trust (NDT) Fund activity and the impacts of non-trading commodity mark-to-market (MTM) activity, which consist of the financial impact from positions with future delivery dates.

The variances in our Net Income attributable to changes related to the NDT Fund and MTM are shown in the following table:

	Years Ended December 31, 2025	2024	2023
	Millions, after tax		
NDT Fund and Related Activity (A) (B)	$ 136	$ 81	$ 109
Non-Trading MTM Gains (Losses) (C)	$ (54)	$ (151)	$ 959

(A) NDT Fund activity includes gains and losses on NDT securities which are recorded in Net Gains (Losses) on Trust Investments. See Item 8. Note 9. Trust Investments for additional information. NDT Fund activity also includes interest and dividend income and other costs related to the NDT Fund recorded in Net Other Income (Deductions), interest accretion expense on PSEG Power's nuclear Asset Retirement Obligation (ARO) recorded in Operation & Maintenance (O&M) Expense and the depreciation related to the ARO asset recorded in Depreciation and Amortization (D&A) Expense.

(B) Net of tax (expense) benefit of $(87) million, $(56) million, and $(74) million for the years ended December 31, 2025, 2024 and 2023, respectively.

(C) Net of tax (expense) benefit of $21 million, $59 million, and $(376) million for the years ended December 31, 2025, 2024 and 2023, respectively.

Our increase in Net Income for 2025 as compared to 2024 was driven primarily by

- higher earnings as a result of the 2024 distribution base rate case settlement and continued investments in T&D clause programs at PSE&G and higher energy and capacity prices at PSEG Power, and
- changes in the NDT Fund and MTM gains (losses) as shown in the table above.

Our results of operations are primarily comprised of the results of operations of our principal operating segments, PSE&G and PSEG Power, excluding charges related to intercompany transactions, which are eliminated in consolidation. For additional information on intercompany transactions, see Item 8. Note 23. Related-Party Transactions.

PSEG

	Years Ended December 31,			Increase / (Decrease) 2025 vs. 2024		Increase / (Decrease) 2024 vs. 2023	
	2025	2024	2023				
	Millions			Millions	%	Millions	%
Operating Revenues	$ 12,168	$ 10,290	$ 11,237	$ 1,878	18	$ (947)	(8)
Energy Costs	4,159	3,393	3,260	766	23	133	4
Operation and Maintenance (A)	3,772	3,362	3,157	410	12	205	6
Depreciation and Amortization	1,257	1,182	1,135	75	6	47	4
Net Gains (Losses) on Trust Investments	189	127	189	62	49	(62)	(33)
Net Other Income (Deductions)	145	154	173	(9)	(6)	(19)	(11)
Net Non-Operating Pension and OPEB (Costs) Credits	65	73	(218)	(8)	(11)	291	N/A
Interest Expense	1,005	882	748	123	14	134	18
Income Tax Expense	263	53	518	210	N/A	(465)	(90)

(A) Includes amortization of EE programs regulatory investment expenditures of $169 million, $125 million and $82 million for the years ended December 31, 2025, 2024 and 2023, respectively.

The 2025, 2024 and 2023 amounts in the preceding table for Operating Revenues and O&M costs each include $644 million, $592 million and $533 million, respectively, for PSEG LI's subsidiary, Long Island Electric Utility Servco, LLC (Servco). These amounts represent the O&M pass-through costs for the Long Island operations, the full reimbursement of which is reflected in Operating Revenues. See Item 8. Note 3. Variable Interest Entity for additional information. The following discussions for PSE&G and PSEG Power provide a detailed explanation of their respective variances.

PSE&G

	Years Ended December 31,			Increase / (Decrease) 2025 vs. 2024		Increase / (Decrease) 2024 vs. 2023	
	2025	2024	2023	Millions	%	Millions	%
		Millions					
Operating Revenues	$ 9,558	$ 8,449	$ 7,807	$ 1,109	13	$ 642	8
Energy Costs	3,782	3,189	3,010	593	19	179	6
Operation and Maintenance (A)	2,253	1,949	1,843	304	16	106	6
Depreciation and Amortization	1,116	1,025	980	91	9	45	5
Net Other Income (Deductions)	64	64	80	—	—	(16)	(20)
Net Non-Operating Pension and OPEB Credits	70	77	114	(7)	(9)	(37)	(32)
Interest Expense	644	582	493	62	11	89	18
Income Tax Expense	152	298	160	(146)	(49)	138	86

(A) Includes amortization of EE programs regulatory investment expenditures of $169 million, $125 million and $82 million for the years ended December 31, 2025, 2024 and 2023, respectively.

Year Ended December 31, 2025 as compared to 2024

Operating Revenues increased $1,109 million due to changes in delivery, clause, commodity and other operating revenues.

Delivery Revenues are primarily derived from revenues recovered on our regulated investments in rate base and costs through periodic filings of distribution rate cases, approved distribution investment recovery programs and the annual filing of transmission formula rates. Due to PSE&G's electric and gas distribution CIP decoupling mechanism, there is minimal impact from sales volumes on most distribution delivery revenues. Also included in delivery revenues are revenue credits to customers to flowback tax benefits realized by PSE&G. These revenue credits are offset in Income Tax Expense.

Delivery revenues increased $584 million due primarily to $577 million from increased electric and gas revenues primarily as a result of the 2024 distribution base rate case, $87 million from higher GPRC revenues and a $44 million increase in transmission revenues due primarily to higher rate base investments, offset primarily by a $146 million increase in revenue credits flowed back to customers as part of our TAC mechanism.

Clause Revenues are revenues from various pass through regulatory programs for which PSE&G earns no margin. These revenues are entirely offset by the amortization of related costs in O&M, D&A and Interest and Income Tax Expense, which were originally recognized as regulatory assets.

Clause Revenues decreased $94 million due primarily to a $186 million decrease in Tax Adjustment Credits (TAC) and Green Program Recovery Charge (GPRC) deferrals, offset by $91 million in higher Societal Benefits Clause (SBC) collections.

Commodity Revenues are revenues from customers choosing default electric (basic generation service or BGS) and gas supply (basic gas supply service or BGSS) from PSE&G. PSE&G procures the BGS and BGSS on behalf of these retail customers and earns no margin on this service as all costs are passed back to the BGS and BGSS customers. The changes in Commodity Revenues for both electric and gas are entirely offset by changes in Energy Costs.

Commodity Revenues increased $706 million due to higher electric BGS revenues of $575 million primarily from higher prices, and higher gas BGSS revenues of $131 million primarily from higher sales volumes.

Other Operating Revenues are primarily comprised of revenues derived from various GPRC programs including Transition Renewable Energy Certificates (TREC) revenues, Community Solar collections and the Successor Solar Incentive Program (SuSI) and ZECs. The revenues from these programs offset costs included in Energy Costs. In addition, other operating revenues include revenues from our Appliance Service Business (ASB) which offers various appliance protection and repair plans to customers.

Other Operating revenues decreased $87 million due primarily to a decrease in ZECs as a result of the ZEC collection ending effective May 31, 2025.

Operating Expenses

Energy Costs increased $593 million. This is offset by changes in Commodity Revenues and Other Operating Revenues.

Operation and Maintenance increased $304 million due primarily to $178 million in higher clause and renewable expenditures, $72 million in higher distribution and transmission operational expenditures and $49 million in higher other operating and service company expenses.

Depreciation and Amortization increased $91 million due primarily to an increase in depreciation due to higher plant placed in service and increases in the amortization of software and Regulatory Assets and Liabilities.

Net Non-Operating Pension and OPEB Credits decreased $7 million due primarily to a decrease in the expected return on plan assets.

Interest Expense increased $62 million due primarily to incremental debt and the replacement of maturing debt at higher rates.

Income Tax Expense decreased $146 million primarily due to an increase in the flowback of excess deferred income tax benefits to customers, partially offset by higher pre-tax income.

Year Ended December 31, 2024 as compared to 2023

See Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations in our Annual Report on Form 10-K for the year ended December 31, 2024 as filed with the SEC on February 25, 2025 for information related to the year ended December 31, 2024 as compared to 2023, which information is incorporated herein by reference.

PSEG Power & Other

	Years Ended December 31, 2025	2024	2023	Increase / (Decrease) 2025 vs. 2024		Increase / (Decrease) 2024 vs. 2023	
	Millions			Millions	%	Millions	%
Operating Revenues	$ 3,722	$ 2,807	$ 4,533	$ 915	33	$ (1,726)	(38)
Energy Costs	1,489	1,170	1,353	319	27	(183)	(14)
Operation and Maintenance	1,519	1,413	1,314	106	8	99	8
Depreciation and Amortization	141	157	155	(16)	(10)	2	1
Net Gains (Losses) on Trust Investments	189	127	189	62	49	(62)	(33)
Net Other Income (Deductions)	84	95	97	(11)	(12)	(2)	(2)
Net Non-Operating Pension and OPEB Costs	5	4	332	1	25	(328)	(99)
Interest Expense	364	305	259	59	19	46	18
Income Tax Expense (Benefit)	111	(245)	358	356	N/A	(603)	N/A

Year Ended December 31, 2025 as compared to 2024

Operating Revenues increased $915 million due primarily to changes in generation and gas supply and other operating revenues.

Generation Revenues increased $493 million due primarily to

- a net increase of $192 million due primarily to higher average realized energy prices and volumes sold in 2025,
- a net increase of $153 million in capacity revenue due primarily to higher capacity prices, and
- a net increase of $120 million due to lower MTM losses in 2025 as compared to 2024. Of this amount, there was a $101 million increase due to positions reclassified to realized upon settlement, coupled with a $19 million increase due to changes in forward prices in 2025 as compared to 2024.

Gas Supply Revenues increased $362 million due primarily to

- a net increase of $246 million in sales under the BGSS contract due primarily to $126 million from higher sales prices, and $120 million from higher sales volumes,
- a net increase of $97 million related to sales to third parties due primarily to $112 million from higher sales prices, partially offset by $15 million from lower sales volumes, and
- a net increase of $19 million due primarily to MTM gains in 2025 as compared to MTM losses in 2024, primarily from positions reclassified to realized upon settlement.

Operating Expenses

Energy Costs represent the cost of generation, which includes fuel costs for generation as well as purchased energy in the market, and gas purchases to meet PSEG Power's obligation under its BGSS contract with PSE&G. Energy Costs increased $319 million due to

Gas costs increased $313 million due primarily to

- a net increase of $231 million related to sales under the BGSS contract, of which $133 million was due to higher average prices, and $98 million was due to higher send out volumes, and
- a net increase of $78 million related to sales to third parties due primarily to $81 million from higher average prices.

Generation costs increased $6 million due primarily to increased fuel costs at nuclear.

Operation and Maintenance increased $106 million due primarily to higher Servco operating costs, and increased planned refueling outage costs in 2025.

Depreciation and Amortization decreased $16 million due primarily to revised estimated useful lives in April 2025 for the Salem and Hope Creek nuclear plants based on the expectation that a 20-year license extension will be approved for these facilities.

Net Gains (Losses) on Trust Investments increased $62 million due primarily to NDT investments with a $59 million increase in net unrealized gains in 2025 on equity securities, and a $4 million increase in net realized gains in 2025.

Net Other Income (Deductions) decreased $11 million due primarily to an increase in donations, partially offset by higher NDT dividend income.

Interest Expense increased $59 million due primarily to incremental debt and the replacement of maturing long-term debt at higher rates.

Income Tax Expense (Benefit) variance of $356 million due primarily to the absence of the benefit from nuclear PTCs in 2025 and higher pre-tax income.

Year Ended December 31, 2024 as compared to 2023

See Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations in our Annual Report on Form 10-K for the year ended December 31, 2024 as filed with the SEC on February 25, 2025 for information related to the year ended December 31, 2024 as compared to 2023, which information is incorporated herein by reference.

LIQUIDITY AND CAPITAL RESOURCES

The following discussion of our liquidity and capital resources is on a consolidated basis, noting the uses and contributions, where material, of our two direct major operating subsidiaries.

Financing Methodology

We expect our capital requirements to be met through internally generated cash flows and external financings, consisting of short-term debt for working capital needs and long-term debt for capital investments.

PSE&G's sources of external liquidity include a $1 billion multi-year revolving credit facility. PSE&G uses internally generated cash flow and its commercial paper program to meet seasonal, intra-month and temporary working capital needs. PSE&G does not engage in any intercompany borrowing or lending arrangements. PSE&G maintains a back-up credit facility in an amount sufficient to cover the commercial paper and letters of credit outstanding. PSE&G's dividend payments to/capital contributions from PSEG are consistent with its capital structure objectives which have been established to maintain investment grade credit ratings. PSE&G's long-term financing plan is designed to replace maturities, fund a portion of its capital program and manage short-term debt balances. Generally, PSE&G uses either secured medium-term notes or first mortgage bonds to raise long-term capital.

PSEG, PSEG Power, Energy Holdings, PSEG LI and Services participate in a corporate money pool, an aggregation of daily cash balances designed to efficiently manage their respective short-term liquidity needs, which are accounted for as intercompany loans. Servco does not participate in the corporate money pool. Servco's short-term liquidity needs are met through an account funded and owned by LIPA.

PSEG and PSEG Power have access through sub-limits to a revolving Master Credit Facility, which provides for $2.75 billion of multi-year credit capacity. The current PSEG sub-limit is $1.5 billion and current PSEG Power sub-limit is $1.25 billion. Sub-limits can be adjusted subject to the terms of the Master Credit Facility.

PSEG's available sources of external liquidity may include the issuance of long-term debt securities and the incurrence of additional indebtedness through our commercial paper program back-stopped by our credit facility. Our current sources of external liquidity include the Master Credit Facility. This facility is available to back-stop PSEG's commercial paper program, issue letters of credit and for general corporate purposes. PSEG's Master Credit Facility and the commercial paper program are available to support PSEG's working capital needs and are also available to make equity contributions or provide liquidity support to its subsidiaries. Additionally, from time to time, PSEG enters into short-term loan agreements designed to enhance its liquidity position.

PSEG Power's sources of external liquidity include the Master Credit Facility and PSEG Power's letter of credit facilities and may include the issuance of long-term debt securities and entering into short-term loan agreements. Credit capacity is primarily used to provide collateral in support of PSEG Power's sales and purchases of electricity and natural gas as the market prices for energy and fuel fluctuate, and to meet potential collateral postings in the event that PSEG Power is downgraded to below investment grade by Standard & Poor's (S&P) or Moody's. PSEG Power's dividend payments to PSEG are also designed to be consistent with its capital structure objectives which have been established to maintain investment grade credit ratings and provide sufficient financial flexibility.

Operating Cash Flows

We continue to expect our operating cash flows combined with cash on hand and financing activities to be sufficient to fund planned capital expenditures and shareholder dividends.

For the year ended December 31, 2025, our operating cash flow increased $1,165 million, as compared to 2024. The net increase was primarily due to a net change at PSE&G, as discussed below, combined with an inflow of $22 million in net cash collateral postings in 2025 as compared to a $131 million outflow in 2024 at PSEG Power, and an $89 million decrease in payments to counterparties at PSEG Power.

PSE&G

PSE&G's operating cash flow increased $643 million from $1,725 million to $2,368 million for the year ended December 31, 2025, as compared to 2024. The increase was due primarily to a decrease in net regulatory deferrals, a decrease in materials and supplies inventory, lower tax payments, and the timing of vendor payments, partially offset by an increase in accounts receivable.

Short-Term Liquidity

PSEG meets its short-term liquidity requirements, as well as those of PSEG Power, primarily through the issuance of commercial paper and, from time to time, short-term loans. PSE&G maintains its own separate commercial paper program to meet its short-term liquidity requirements. Each commercial paper program is fully back-stopped by its own separate credit facility.

Each of our credit facilities is restricted as to availability and use to the specific companies as listed below; however, if necessary, the PSEG facilities can also be used to support our subsidiaries' liquidity needs.

In March 2025, PSEG, PSEG Power and PSE&G executed a one year extension to their existing $3.75 billion revolving credit facilities, extending the maturity through March 2029 and PSEG Power amended certain provisions in the Master Credit Facility including removal of subsidiary guarantees of PSEG Power. The PSEG Power letter of credit facilities and term loans were also amended to be consistent with the Master Credit Facility, and the $150 million uncommitted credit facility at a subsidiary of PSEG Power was terminated.

In December 2025, PSEG Power amended its existing $400 million 364-day variable rate term loan, which increased the balance to $500 million and extended the maturity to December 2026.

In February 2026, PSEG entered into a 364-day variable rate term loan agreement for $500 million.

PSEG Power has uncommitted credit facilities totaling $425 million, which can be utilized for letters of credit. As of December 31, 2025, PSEG Power had $243 million in letters of credit outstanding under these uncommitted credit facilities.

PSE&G has an uncommitted credit facility totaling $30 million, which can be utilized for letters of credit. As of December 31, 2025, PSE&G's letters of credit outstanding were immaterial under this uncommitted credit facility.

Our total committed credit facilities and available liquidity as of December 31, 2025 were as follows:

	As of December 31, 2025		
Company/Facility	**Total Facility**	**Usage**	**Available Liquidity**
		Millions	
PSEG	$ 1,500	$ 719	$ 781
PSE&G	1,000	351	649
PSEG Power	1,325	82	1,243
Total	**$ 3,825**	**$ 1,152**	**$ 2,673**

For additional information, see Item 8. Note 13. Debt and Credit Facilities.

We continually monitor our liquidity and seek to add capacity as needed to meet our liquidity requirements, including to satisfy any additional collateral requirements. As of December 31, 2025, our liquidity position, including our credit facilities and access to external financing, was expected to be sufficient to meet our projected stressed requirements over our 12-month planning horizon. PSEG analyzes its liquidity requirements using stress scenarios that consider different events, including changes in commodity prices and the potential impact of PSEG Power losing its investment grade credit rating from S&P or Moody's, which would represent a two-level downgrade from its current Moody's and S&P ratings. In the event of a deterioration of PSEG Power's credit rating, certain of PSEG Power's agreements allow the counterparty to demand further performance assurance. The potential additional collateral that we would be required to post under these agreements if PSEG Power were to lose its investment grade credit rating was approximately $703 million and $618 million as of December 31, 2025 and 2024, respectively. See Item 8. Note 12. Commitments and Contingent Liabilities for additional discussion of PSEG Power's agreements.

Long-Term Debt Financing

During the next twelve months,

- PSE&G has $450 million of 0.95% Secured Medium-Term Notes Series N, due March 2026, and
- PSE&G has $425 million of 2.25% Secured Medium-Term Notes Series L, due September 2026.

For additional information, see Item 8. Note 13. Debt and Credit Facilities.

Debt Covenants

Our credit agreements contain maximum debt to equity ratios and other restrictive covenants and conditions to borrowing. We are currently in compliance with all of our debt covenants. Continued compliance with applicable financial covenants will depend upon our future financial position, level of earnings and cash flows, as to which no assurances can be given.

In addition, under its First and Refunding Mortgage (Mortgage), PSE&G may issue new First and Refunding Mortgage Bonds against previous additions and improvements, provided that its ratio of earnings to fixed charges calculated in accordance with its Mortgage is at least 2 to 1, and/or against retired Mortgage Bonds. As of December 31, 2025, PSE&G's Mortgage coverage ratio was 3.9 to 1 and the Mortgage would permit up to approximately $10.2 billion aggregate principal amount of new Mortgage Bonds to be issued against additions and improvements to its property.

Default Provisions

Our bank credit agreements and indentures contain various, customary default provisions that could result in the potential acceleration of indebtedness under the defaulting company's agreement.

In particular, PSEG's bank credit agreement contains provisions under which certain events, including an acceleration of material indebtedness under PSE&G's and PSEG Power's respective financing agreements, a failure by PSEG, PSE&G or PSEG Power to satisfy certain final judgments and certain bankruptcy events by PSEG, PSE&G or PSEG Power, would constitute an event of default under the PSEG bank credit agreements. Under the PSEG bank credit agreements, it would also be an event of default if, in certain circumstances, either PSE&G or PSEG Power ceases to be wholly owned by PSEG. The PSE&G and PSEG Power bank credit agreements include certain similar default provisions; however, such provisions only relate to the respective borrower under such agreement and its subsidiaries and do not contain cross default provisions to each other. The PSE&G and PSEG Power bank credit agreements do not include cross default provisions relating to PSEG. Each of PSEG's, PSE&G's and PSEG Power's bank credit agreements also contain limitations on the incurrence of liens by it and certain of its subsidiaries and PSEG Power's bank credit agreements contain restrictions on the incurrence of certain subsidiary debt.

PSEG's senior notes include a cross acceleration provision that may be triggered upon the acceleration of more than $75 million of indebtedness incurred by PSEG. Such provision does not extend to an acceleration of indebtedness by any of PSEG's subsidiaries. PSEG Power's senior notes contain a similar provision with respect to the acceleration of more than $75 million of indebtedness incurred by PSEG Power but such provision does not extend to an acceleration of indebtedness by any of PSEG Power's subsidiaries. Under PSE&G's medium-term note indenture, an event of default under PSE&G's mortgage indenture and acceleration of the mortgage bonds would constitute an event of default.

Ratings Triggers

Our debt indentures and credit agreements do not contain any material "ratings triggers" that would cause an acceleration of the required interest and principal payments in the event of a ratings downgrade. However, in the event of a downgrade, any one or more of the affected companies may be subject to increased interest costs on certain bank debt and certain collateral requirements. In the event that we are not able to affirm representations and warranties on credit agreements, lenders would not be required to make loans.

In accordance with BPU requirements under the BGS contracts, PSE&G is required to maintain an investment grade credit rating. If PSE&G were to lose its investment grade rating, it would be required to file a plan to assure continued payment for the BGS requirements of its customers.

Fluctuations in commodity prices or a deterioration of PSEG Power's credit rating to below investment grade could increase PSEG Power's required margin postings under various agreements entered into in the normal course of business. PSEG Power believes it has sufficient liquidity to meet the required posting of collateral which would result from a credit rating downgrade to below investment grade by S&P or Moody's at today's market prices.

Common Stock Dividends

	Years Ended December 31,		
Dividend Payments on Common Stock	**2025**	**2024**	**2023**
Per Share	$ 2.52	$ 2.40	$ 2.28
in Millions	$ 1,258	$ 1,196	$ 1,137

On February 24, 2026, our Board of Directors approved a $0.67 per share common stock dividend for the first quarter of 2026. This reflects an indicative annual dividend rate of $2.68 per share. We expect to continue to pay cash dividends on our common stock; however, the declaration and payment of future dividends to holders of our common stock will be at the discretion of the Board of Directors and will depend upon many factors, including our financial condition, earnings, capital requirements of our businesses, alternate investment opportunities, legal requirements, regulatory constraints, industry practice and other factors that the Board of Directors deems relevant. For additional information related to cash dividends on our common stock, see Item 8. Note 21. Earnings Per Share (EPS) and Dividends.

Credit Ratings

If the rating agencies lower or withdraw our credit ratings, such revisions may adversely affect the market price of our securities and serve to materially increase our cost of capital and limit access to capital. Credit ratings shown are for securities that we typically issue. Outlooks are shown for the credit ratings at each entity and can be Stable, Negative, or Positive. There is no assurance that the ratings will continue for any given period of time or that they will not be revised by the rating agencies, if in their respective judgments, circumstances warrant. Each rating given by an agency should be evaluated independently of the other agencies' ratings. The ratings should not be construed as an indication to buy, hold or sell any security.

	Moody's (A)	S&P (B)
PSEG		
Outlook	**Stable**	**Stable**
Senior Notes	Baa2	BBB
Commercial Paper	P2	A2
PSE&G		
Outlook	**Stable**	**Stable**
Mortgage Bonds	A1	A
Commercial Paper	P2	A2
PSEG Power		
Outlook	**Stable**	**Stable**
Senior Notes	Baa2	BBB

(A) Moody's ratings range from Aaa (highest) to C (lowest) for long-term securities and P1 (highest) to NP (lowest) for short-term securities.
(B) S&P ratings range from AAA (highest) to D (lowest) for long-term securities and A1 (highest) to D (lowest) for short-term securities.

Other Comprehensive Income

For the year ended December 31, 2025, we had Other Comprehensive Income of $42 million on a consolidated basis. The Other Comprehensive Income was due primarily to $34 million of net unrealized gains related to available-for-sale debt securities, $20 million related to pension and other postretirement benefits, partially offset by $12 million of unrealized losses on derivative contracts accounted for as hedges. See Item 8. Note 20. Accumulated Other Comprehensive Income (Loss), Net of Tax for additional information.

CAPITAL REQUIREMENTS

We expect that all of our capital requirements over the next three years will come from a combination of internally generated funds and external debt financing. Projected capital construction and investment expenditures, excluding nuclear fuel purchases, for the next three years are presented in the following table. These projections include Allowance for Funds Used During Construction for PSE&G and Interest Capitalized During Construction for PSEG's other subsidiaries. These amounts are subject to change, based on various factors. Amounts shown below for PSE&G include currently approved programs. We intend to continue to invest in infrastructure modernization and will seek to extend these and related programs as appropriate.

	2026	2027	2028
		Millions	
PSE&G:			
Transmission	$ 835	$ 950	$ 975
Electric Distribution	1,410	1,440	1,520
Gas Distribution	1,130	1,115	1,165
Clean Energy	810	885	700
Total PSE&G	**$ 4,185**	**$ 4,390**	**$ 4,360**
Competitively Bid, FERC Regulated Transmission	20	115	195
PSEG Power & Other	435	330	275
Total PSEG	**$ 4,640**	**$ 4,835**	**$ 4,830**

PSE&G

PSE&G's projections for future capital expenditures include material additions and replacements to its T&D systems to meet expected growth and to manage reliability. As project scope and cost estimates develop, PSE&G will modify its current projections to include these required investments. PSE&G's projected expenditures for the various items reported above are primarily comprised of the following:

- Transmission—investments focused on growing demand, reliability improvements and replacement of aging infrastructure.
- Electric and Gas Distribution—investments for new business and demand, reliability improvements and modernization and replacement of equipment that has reached the end of its useful life.
- Clean Energy—investments associated with customer EE programs, infrastructure supporting EVs and grid-connected solar.

In 2025, PSE&G made $2,731 million of capital expenditures, primarily for T&D system reliability. In addition, PSE&G had $145 million associated with CEF-EE II on-bill repayments included in investing cash flows, as well as cost of removal, net of salvage, of $156 million associated with capital replacements, and expenditures for EE programs of approximately $552 million, which are included in operating cash flows.

Competitively Bid, FERC Regulated Transmission

In December 2023, PJM awarded us an approximately $424 million project to address increasing load and reliability issues in Maryland and northern Virginia as part of its 2022 Window 3 competitive solicitation.

PSEG Power & Other

PSEG's other projected expenditures are primarily comprised of investments to maintain and enhance current nuclear operations and opportunities to increase nuclear generation at PSEG Power and to purchase hardware, software and office equipment at Services.

In 2025, PSEG Power & Other made capital expenditures of $236 million, excluding $336 million for nuclear fuel, primarily related to various nuclear projects at PSEG Power and various IT projects at Services.

Other Material Cash Requirements

The following table reflects our other material cash requirements which include debt maturities and interest payments, operating lease payments and energy related purchase commitments in the respective periods in which they are due. For additional information, see Item 8. Note 13. Debt and Credit Facilities and Note 6. Leases.

The table below does not reflect any anticipated cash payments for pension and OPEB or AROs due to uncertain timing of payments. See Item 8. Note 11. Pension, Other Postretirement Benefits (OPEB) and Savings Plans and Note 10. Asset Retirement Obligations (AROs) for additional information.

	Total Amount Committed	Less Than 1 Year	2 - 3 Years	4 - 5 Years	Over 5 Years
			Millions		
Long-Term Recourse Debt Maturities					
PSEG	$ 5,346	$ —	$ 1,300	$ 1,900	$ 2,146
PSE&G	16,115	875	1,125	675	13,440
PSEG Power	1,250	—	—	750	500
Interest on Recourse Debt					
PSEG	1,385	253	466	296	370
PSE&G	10,318	653	1,256	1,183	7,226
PSEG Power (A)	449	68	136	116	129
Operating Leases					
PSE&G	103	18	26	20	39
PSEG Power & Other	76	16	32	28	—
Energy-Related Purchase Commitments					
PSEG Power (B)	3,049	861	997	489	702
Total	**$ 38,091**	**$ 2,744**	**$ 5,338**	**$ 5,457**	**$ 24,552**

(A) Based on a blended rate including effects of floating to fixed rate hedging transacted at the Parent level.
(B) Represents the nuclear fuel and natural gas commitments for the facilities we operate.

CRITICAL ACCOUNTING ESTIMATES

Under accounting guidance generally accepted in the United States (GAAP), many accounting standards require the use of estimates, variable inputs and assumptions (collectively referred to as estimates) that are subjective in nature. Because of this, differences between the actual measure realized versus the estimate can have a material impact on results of operations, financial position and cash flows. We have determined that the following estimates are considered critical to the application of rules that relate to the respective businesses.

Accounting for Pensions and Other Postretirement Benefits (OPEB)

The market-related value of plan assets held for PSEG's qualified pension and OPEB plans is equal to the fair value of these assets as of year-end. The plan assets are comprised of investments in both debt and equity securities which are valued using quoted market prices, broker or dealer quotations, or alternative pricing sources with reasonable levels of price transparency. Plan assets also include investments in unlisted real estate which is valued via third-party appraisals. We calculate pension and OPEB costs using various economic and demographic assumptions.

***Assumptions and Approach Used*:** Economic assumptions include the discount rate and the expected rate of return on plan assets. Demographic pension and OPEB assumptions include projections of future mortality rates, pay increases and retirement patterns, as well as projected health care costs for OPEB.

Assumption	2025	2024	2023
Qualified Pension			
Discount Rate	5.50%	5.68%	5.02%
Expected Rate of Return on Plan Assets	8.10%	8.10%	8.10%
OPEB			
Discount Rate	5.31%	5.59%	4.96%
Expected Rate of Return on Plan Assets	8.10%	8.10%	8.10%

The discount rate used to calculate PSEG's pension and OPEB obligations is determined as of December 31 each year, our measurement date. The discount rate is determined by developing a spot rate curve based on the yield to maturity of a universe of high quality corporate bonds with similar maturities to the plan obligations. The spot rates are used to discount the estimated plan distributions. The discount rate is the single equivalent rate that produces the same result as the full spot rate curve.

Our expected rate of return on plan assets reflects current asset allocations, historical long-term investment performance and an estimate of future long-term returns by asset class, long-term inflation assumptions and a premium for active management.

We utilize a corridor approach that reduces the volatility of reported costs/credits. The corridor requires differences between actuarial assumptions and plan results be deferred and amortized as part of the costs/credits. Amortization occurs only when the accumulated differences exceed 10% of the greater of the benefit obligation or the fair value of plan assets as of each year-end. For PSEG's qualified pension plan, the excess would be amortized over the average remaining service period of active employees, which is approximately fifteen years.

Effect if Different Assumptions Used: As part of the business planning process, we have modeled future costs assuming an 8.00% expected rate of return and a 5.50% discount rate for 2026 pension costs/credits and a 5.31% discount rate for 2026 OPEB costs/credits. Based upon these assumptions, we have estimated a net periodic pension expense in 2026 of approximately $27 million, or pension income of $10 million, net of amounts capitalized, and net periodic OPEB income in 2026 of approximately $8 million, or $8 million, net of amounts capitalized. Beginning in 2023, our net periodic pension amounts include the impact of the accounting order approved by the BPU authorizing PSE&G to modify its pension accounting for ratemaking purposes. Actual future pension costs/credits and funding levels will depend on future investment performance, changes in discount rates, market conditions, funding levels relative to our projected benefit obligation and accumulated benefit obligation and various other factors related to the populations participating in the pension plans. Actual future OPEB costs/credits will depend on future investment performance, changes in discount rates, market conditions, and various other factors.

The following chart reflects the sensitivities associated with a change in certain assumptions.

Assumption	% Change	Impact on Benefit Obligation as of December 31, 2025	Increase to Costs in 2026	Increase to Costs, net of Amounts Capitalized in 2026
			Millions	
Qualified Pension				
Discount Rate	(1)%	$ 458	$ 19	$ 13
Expected Rate of Return on Plan Assets	(1)%	N/A	$ 41	$ 41
OPEB				
Discount Rate	(1)%	$ 58	$ (1)	$ (1)
Expected Rate of Return on Plan Assets	(1)%	N/A	$ 4	$ 4

See Item 7A. Quantitative and Qualitative Disclosures About Market Risk for additional information.

Derivative Instruments

The operations of PSEG, PSEG Power and PSE&G are exposed to market risks from changes in commodity prices, interest rates and equity prices that could affect their results of operations and financial condition. Exposure to these risks is managed through normal operating and financing activities and, when appropriate, through executing derivative transactions. Derivative instruments are used to create a relationship in which changes to the value of the assets, liabilities or anticipated transactions exposed to market risks are expected to be offset by changes in the value of these derivative instruments.

Current accounting guidance requires us to recognize all derivatives on the balance sheet at their fair value, except for derivatives that qualify for and are designated as normal purchases and normal sales contracts.

***Assumptions and Approach Used*:** In general, the fair value of our derivative instruments is determined primarily by end of day clearing market prices from an exchange, such as the Intercontinental Exchange and Nodal Exchange, among others, or auction prices.

For our wholesale energy business, many of the forward sale, forward purchase, option and other contracts are derivative instruments that hedge commodity price risk, but do not meet the requirements for, or are not designated as, either cash flow or fair value hedge accounting. The changes in value of such derivative contracts are marked to market through earnings as the related commodity prices fluctuate. As a result, our earnings may experience significant fluctuations depending on the volatility of commodity prices.

***Effect if Different Assumptions Used*:** Any significant changes to the fair market values of our derivatives instruments could result in a material change in the value of the assets or liabilities recorded on our Consolidated Balance Sheets and could result in a material change to the unrealized gains or losses recorded in our Consolidated Statements of Operations.

For additional information regarding Derivative Financial Instruments, see Item 8. Note 1. Organization, Basis of Presentation and Summary of Significant Accounting Policies, Note 15. Financial Risk Management Activities and Note 16. Fair Value Measurements.

Long-Lived Assets

Management evaluates long-lived assets for impairment and reassesses the reasonableness of their related estimated useful lives whenever events or changes in circumstances warrant assessment. Such events or changes in circumstances may be as a result of significant adverse changes in regulation, business climate, counterparty credit worthiness, market conditions, or a determination that it is more-likely-than-not that an asset or asset group will be sold or retired before the end of its estimated useful life.

Assumptions and Approach Used: In the event certain triggers exist indicating an asset/asset group may not be recoverable, an undiscounted cash flow test is performed to determine if an impairment exists. When the carrying value of a long-lived asset/asset group exceeds the undiscounted estimate of future cash flows associated with the asset/asset group, an impairment may exist to the extent that the fair value of the asset/asset group is less than its carrying amount.

For PSEG Power, cash flows for long-lived assets and asset groups are determined at the lowest level for which identifiable cash flows are largely independent of the cash flows of other assets and liabilities. The cash flows from the nuclear generation units are evaluated at the portfolio level. These tests require significant estimates and judgment when developing expected future cash flows. Significant inputs may include, but are not limited to, forward power prices, the impact of PTCs, fuel costs, other operating and capital expenditures, the cost of borrowing and asset sale prices and probabilities associated with any potential sale prior to the end of the estimated useful life or the early retirement of assets. The assumptions used by management incorporate inherent uncertainties that are at times difficult to predict and could result in impairment charges or accelerated depreciation in future periods if actual results materially differ from the estimated assumptions utilized in our forecasts.

In addition, long-lived assets are depreciated under the straight-line method based on estimated useful lives. An asset’s operating useful life is generally based upon operational experience with similar asset types and other non-operational factors. In the ordinary course, management, together with an asset’s co-owners in the case of certain of our jointly-owned assets, make a number of decisions that impact the operation of our generation assets beyond the current year. These decisions may have a direct impact on the estimated remaining useful lives of our assets and will be influenced by the financial outlook of the assets, including future market conditions such as forward energy, capacity prices, and long-term agreements to supply large power users, such as data centers, operating and capital investment costs and any state or federal legislation and regulations, among other items.

Effect if Different Assumptions Used: The above cash flow tests, and fair value estimates and estimated remaining useful lives may be impacted by a change in the assumptions noted above and could significantly impact the outcome, triggering additional impairment tests, write-offs or accelerated depreciation.

Asset Retirement Obligations (ARO)

PSE&G, PSEG Power and Services recognize liabilities for the expected cost of retiring long-lived assets for which a legal obligation exists. These AROs are recorded at fair value in the period in which they are incurred and are capitalized as part of the carrying amount of the related long-lived assets. PSE&G, as a rate-regulated entity, recognizes Regulatory Assets or Liabilities as a result of timing differences between the recording of costs and costs recovered through the rate-making process. We accrete the ARO liability to reflect the passage of time with the corresponding expense recorded in O&M Expense.

***Assumptions and Approach Used*:** Because quoted market prices are not available for AROs, we estimate the initial fair value of an ARO by calculating discounted cash flows that are dependent upon various assumptions, including:

- estimation of dates for retirement, which can be dependent on environmental and other legislation,
- amounts and timing of future cash expenditures associated with retirement, settlement or remediation activities,
- discount rates,
- cost escalation rates,
- market risk premium,
- inflation rates, and
- if applicable, past experience with government regulators regarding similar obligations.

We obtain updated nuclear decommissioning cost studies triennially unless new information necessitates more frequent updates. The most recent cost study was done in 2024. When we revise any assumptions used to calculate fair values of existing AROs, we adjust the ARO balance and corresponding long-lived asset which generally impacts the amount of accretion and depreciation expense recognized in future periods.

Nuclear Decommissioning AROs

AROs related to the future decommissioning of PSEG Power's nuclear facilities comprised nearly 100% or $916 million of PSEG Power's total AROs as of December 31, 2025. PSEG Power determines its AROs for its nuclear units by assigning probability weighting to various discounted cash flow outcomes for each of its nuclear units that incorporate the assumptions above as well as:

- potential retirement dates including the probability of license renewals,
- SAFSTOR alternative, which assumes the nuclear facility can be safely stored and subsequently decommissioned in a period within 60 years after operations,
- DECON alternative, which assumes decommissioning activities begin after operations, and
- recovery from the federal government of assumed specific costs incurred for spent nuclear fuel.

***Effect if Different Assumptions Used*:** Changes in the assumptions could result in a material change in the ARO balance sheet obligation and the period over which we accrete to the ultimate liability. Had the following assumptions been applied, our estimates of the approximate impacts on the Nuclear ARO as of December 31, 2025 are as follows:

- A decrease of 1% in the discount rate would result in a $61 million increase in the Nuclear ARO.
- An increase of 1% in the inflation rate would result in a $360 million increase in the Nuclear ARO.
- If we were not reimbursed by the federal government for the spent costs, as prescribed under the Nuclear Waste Policy Act, the Nuclear ARO would increase by $94 million.

Accounting for Regulated Businesses

PSE&G prepares its financial statements to comply with GAAP for rate-regulated enterprises, which differs in some respects from accounting for non-regulated businesses. In general, accounting for rate-regulated enterprises should reflect the economic effects of regulation. As a result, a regulated utility is required to defer the recognition of costs (Regulatory Asset) or recognize obligations (Regulatory Liability) if the rates established are designed to recover the costs and if the competitive environment makes it probable that such rates can be charged or collected. This accounting results in the recognition of revenues and expenses in different time periods than that of enterprises that are not regulated.

Assumptions and Approach Used: PSE&G recognizes Regulatory Assets where it is probable that such costs will be recoverable in future rates from customers and Regulatory Liabilities where it is probable that refunds will be made to customers in future billings. The highest degree of probability is an order from the BPU either approving recovery of the deferred costs over a future period or requiring the refund of a liability over a future period.

Virtually all of PSE&G's Regulatory Assets and Regulatory Liabilities are supported by BPU orders. In the absence of an order, PSE&G will consider the following when determining whether to record a Regulatory Asset or Liability:

- past experience regarding similar items with the BPU,
- treatment of a similar item in an order by the BPU for another utility,
- passage of new legislation, and
- recent discussions with the BPU.

All deferred costs are subject to prudence reviews by the BPU. When the recovery of a Regulatory Asset or payment of a Regulatory Liability is no longer probable, PSE&G charges or credits earnings, as appropriate.

Effect if Different Assumptions Used: A change in the above assumptions may result in a material impact on our results of operations or our cash flows. See Item 8. Note 5. Regulatory Assets and Liabilities for a description of the amounts and nature of regulatory balance sheet amounts.

Uncertain Tax Positions - Nuclear Production Tax Credits (PTCs)

We are required to make judgments in developing our provision for income tax expense (benefit), including those related to the uncertainty of tax positions taken, or expected to be taken, on a tax return. Our most significant uncertain tax position relates to the estimated benefit associated with PTCs.

Assumptions and Approach Used: We account for uncertain income tax positions using a benefit recognition model with a two-step approach, a more-likely-than-not recognition criterion and a measurement attribute that measures the position as the largest amount of tax benefit that is greater than 50% likely of being realized upon ultimate settlement. If it is not more-likely-than-not that the benefit will be sustained on its technical merits, no benefit will be recorded. Uncertain tax positions that relate only to timing of when an item is included on a tax return are considered to have met the recognition threshold.

Management uses judgments in determining the amount of income tax benefit to recognize due to the uncertainties associated with the technical merits of each position and with consideration to the amount of benefit to be sustained upon examination by a taxing authority. The estimated PTC benefits are subject to change based on the issuance of authoritative guidance by the U.S. Treasury. Specifically, clarification of the definition of "gross receipts", which is used to determine the reduction amount of the PTC, by the U.S. Treasury could affect the amount to be recognized.

Effect if Different Assumptions Used: There were no PTCs recorded for the year ended December 31, 2025. While we believe the amount of PTCs recognized for the year ended December 31, 2024, is more-than-likely to be sustained upon examination, the ultimate outcome could result in material favorable or unfavorable adjustments to our consolidated financial statements. Guidance issued by the U.S. Treasury supporting or not supporting our tax position could result in an additional income tax benefit (expense) between approximately $89 million and $(89) million, respectively. Further, ZEC revenue was reduced by the estimated PTCs generated from PSEG Power's Salem 1, Salem 2, and Hope Creek nuclear plants for the year ended December 31, 2024. ZEC revenue will be adjusted based upon the actual value of the PTCs generated which is dependent on the U.S. Treasury issuing additional guidance. This would result in an additional adjustment to Net Income between $(29) million and $44 million if our tax position discussed above is, or is not supported, respectively. See Item 8. Note 19. Income Taxes and Note 2. Revenues for more information.

ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

The risk inherent in our market-risk sensitive instruments and positions is the potential loss arising from adverse changes in commodity prices, equity security prices and interest rates as discussed in the Notes to Consolidated Financial Statements. It is our policy to use derivatives to manage risk consistent with business plans and prudent practices. We have a Risk Management Committee comprised of executive officers who utilize a risk oversight function to ensure compliance with our corporate policies and risk management practices.

Additionally, we are exposed to counterparty credit losses in the event of non-performance or non-payment. We have a credit management process, which is used to assess, monitor and mitigate counterparty exposure. In the event of non-performance or non-payment by a major counterparty, there may be a material adverse impact on our financial condition, results of operations or net cash flows.

Commodity Contracts

The availability and price of energy-related commodities are subject to fluctuations from factors such as weather, environmental policies, changes in supply and demand, state and federal regulatory policies, market rules and other events. To reduce price risk caused by market fluctuations, we enter into supply contracts and derivative contracts, including forwards, futures, swaps, and options with approved counterparties. These contracts, in conjunction with physical sales and other services, help reduce risk and optimize the value of owned electric generation capacity.

Value-at-Risk (VaR) Models

VaR represents the potential losses, under normal market conditions, for instruments or portfolios due to changes in market factors, for a specified time period and confidence level. We estimate VaR across our commodity businesses.

MTM VaR consists of MTM derivatives that are economic hedges. The calculation does not include market risks associated with activities that are subject to accrual accounting, primarily our generating facilities and some load-serving activities.

The VaR models used are variance/covariance models adjusted for the change of positions with 95% and 99.5% confidence levels and a one-day holding period for the MTM activities. The models assume no new positions throughout the holding periods; however, we actively manage our portfolio.

	MTM VaR Years Ended December 31,			
	2025		2024	
	Millions			
95% Confidence Level, Loss could exceed VaR one day in 20 days				
Period End	$	63	$	36
Average for the Period	$	41	$	44
High	$	71	$	152
Low	$	17	$	25
99.5% Confidence Level, Loss could exceed VaR one day in 200 days				
Period End	$	99	$	57
Average for the Period	$	64	$	69
High	$	111	$	238
Low	$	27	$	39

See Item 8. Note 15. Financial Risk Management Activities for a discussion of credit risk.

Interest Rates

PSEG, PSE&G and PSEG Power are subject to the risk of fluctuating interest rates in the normal course of business. Exposure to this risk is managed by targeting a balanced debt maturity profile which limits refinancing in any given period or interest rate environment. PSEG, PSE&G and PSEG Power may also use a mix of fixed and floating rate debt and interest rate hedges.

As of December 31, 2025, a hypothetical 10% increase in market interest rates would result in an additional $1 million in pre-tax annual interest costs related to either the current or the long-term portion of long-term debt, and term loan agreements.

Debt and Equity Securities

As of December 31, 2025, we had $4.8 billion of net assets in trust for our pension and OPEB plans. Although fluctuations in market prices of securities within this portfolio do not directly affect our earnings in the current period, changes in the value of these investments could affect

- our future contributions to these plans,
- our financial position if our accumulated benefit obligation under our pension plans exceeds the fair value of the pension trust funds, and
- future earnings, as we could be required to adjust pension expense and the assumed rate of return.

The NDT Fund is comprised primarily of fixed income and equity securities. As of December 31, 2025, the portfolio included $1.5 billion of equity securities inclusive of $0.3 billion of investments in listed real assets, and $1.4 billion in fixed income securities. The fair market value of the assets in the NDT Fund will fluctuate primarily depending upon the performance of equity markets. As of December 31, 2025, a hypothetical 10% change in the equity market would impact the value of the equity securities in the NDT Fund by approximately $155 million.

We use duration to measure the interest rate sensitivity of the fixed income portfolio. Duration is a summary statistic of the effective average maturity of the fixed income portfolio. The benchmark for the fixed income component of the NDT Fund currently has a duration of 5.98 years and a yield of 4.32%. The portfolio's value will appreciate or depreciate by the duration with a 1% change in interest rates. As of December 31, 2025, a hypothetical 1% increase in interest rates would result in a decline in the market value for the fixed income portfolio of approximately $81 million.

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

This combined Form 10-K is separately filed by PSEG and PSE&G. Information contained herein relating to any individual company is filed by such company on its own behalf. PSE&G makes representations only as to itself and makes no representations as to any other company.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Stockholders of
Public Service Enterprise Group Incorporated

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of Public Service Enterprise Group Incorporated and subsidiaries (the "Company" or "PSEG") as of December 31, 2025 and 2024, the related consolidated statements of operations, comprehensive income, stockholders' equity, and cash flows, for each of the three years in the period ended December 31, 2025, and the related notes and the consolidated financial statement schedule listed in the Index at Item 15(B)(a) (collectively referred to as the "financial statements"). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2025 and 2024, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2025, in conformity with accounting principles generally accepted in the United States of America.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of December 31, 2025, based on criteria established in *Internal Control — Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission, and our report dated February 26, 2026, expressed an unqualified opinion on the Company's internal control over financial reporting.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matter

The critical audit matter communicated below is a matter arising from the current-period audit of the financial statements that was communicated or required to be communicated to the audit committee and that (1) relates to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

Accounting for the Effects of Regulation – Refer to Notes 1 and 5 to the financial statements

Critical Audit Matter Description

PSEG's subsidiary, Public Service Electric and Gas Company (PSE&G), prepares its financial statements to comply with GAAP for rate-regulated enterprises, which differs in some respects from accounting for non-regulated businesses. Management believes that PSE&G's transmission and distribution businesses continue to meet the accounting requirements for rate-regulated entities, and PSE&G's financial statements reflect the economic effects of regulation. PSE&G has deferred certain costs based on rate orders issued by the New Jersey Board of Public Utilities ("BPU") or Federal Energy Regulatory Commission ("FERC") or based on PSE&G's experience with prior rate proceedings.

PSE&G defers the recognition of costs as a regulatory asset or records the recognition of obligations as a regulatory liability if it is probable that, through the rate-making process, there will be a corresponding increase or decrease in future rates. This accounting results in the recognition of revenues and expenses in different time periods than that of enterprises that are not regulated. Regulatory assets and other investments and costs incurred under various infrastructure filings and clause mechanisms are subject to prudence reviews and can be disallowed in the future by regulatory authorities. To the extent that collection of any infrastructure or clause mechanism revenue, regulatory assets or payments of regulatory liabilities is no longer probable, the amounts would be charged or credited to income.

We identified the accounting for the effects of rate regulation as a critical audit matter due to the significant judgments made by management in assessing the probable recovery of regulatory assets and incurred costs or the likelihood of refunds of regulatory liabilities. Auditing these judgments required specialized knowledge of accounting for rate regulation and the ratemaking process due to its inherent complexities.

How the Critical Audit Matter Was Addressed in the Audit

Our audit procedures to evaluate the accounting for the effects of cost-based rate regulation, including the probable recovery or refund of regulatory assets and liabilities, included the following, among others:

- We tested the effectiveness of management's controls over the evaluation of the likelihood of (1) the recovery in future rates of costs deferred as regulatory assets, and (2) a refund or a future reduction in rates that should be reported as regulatory liabilities. We tested the effectiveness of management's controls over the initial recognition of amounts as regulatory assets or liabilities and the monitoring and evaluation of regulatory developments that may affect the likelihood of recovering costs in future rates or of a future reduction in rates.
- We obtained and read relevant regulatory orders issued by the BPU and FERC for PSE&G and other publicly available information to assess the likelihood of recovery in future rates or of a future reduction in rates based on precedents of the treatment of similar costs under similar circumstances. We evaluated the external information and compared it to management's recorded regulatory asset and liability balances for completeness.
- For regulatory matters in process, we inspected associated documents and testimony filed with the BPU or FERC for any evidence that might contradict management's assertions.
- We evaluated the financial statement presentation and disclosures related to the impacts of cost-based rate-regulation, including the balances recorded and regulatory developments.

/s/ Deloitte & Touche LLP

Morristown, New Jersey
February 26, 2026

We have served as the Company's auditor since 1934.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Sole Stockholder of
Public Service Electric and Gas Company

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of Public Service Electric and Gas Company and subsidiaries (the “Company” or “PSE&G”) as of December 31, 2025 and 2024, the related consolidated statements of operations, comprehensive income, common stockholder’s equity, and cash flows, for each of the three years in the period ended December 31, 2025, and the related notes and the consolidated financial statement schedule listed in the Index at Item 15(B)(b) (collectively referred to as the “financial statements”). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2025 and 2024, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2025, in conformity with accounting principles generally accepted in the United States of America.

Basis for Opinion

These financial statements are the responsibility of the Company’s management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audits, we are required to obtain an understanding of internal control over financial reporting but not for the purpose of expressing an opinion on the effectiveness of the Company’s internal control over financial reporting. Accordingly, we express no such opinion.

Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matter

The critical audit matter communicated below is a matter arising from the current-period audit of the financial statements that was communicated or required to be communicated to the audit committee and that (1) relates to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

Accounting for the Effects of Regulation – Refer to Notes 1 and 5 to the financial statements

Critical Audit Matter Description

PSE&G prepares its financial statements to comply with GAAP for rate-regulated enterprises, which differs in some respects from accounting for non-regulated businesses. Management believes that PSE&G’s transmission and distribution businesses continue to meet the accounting requirements for rate-regulated entities, and PSE&G’s financial statements reflect the economic effects of regulation. PSE&G has deferred certain costs based on rate orders issued by the New Jersey Board of Public Utilities (“BPU”) or Federal Energy Regulatory Commission (“FERC”) or based on PSE&G’s experience with prior rate proceedings.

PSE&G defers the recognition of costs as a regulatory asset or records the recognition of obligations as a regulatory liability if it is probable that, through the rate-making process, there will be a corresponding increase or decrease in future rates. This accounting results in the recognition of revenues and expenses in different time periods than that of enterprises that are not regulated. Regulatory assets and other investments and costs incurred under various infrastructure filings and clause mechanisms are subject to prudence reviews and can be disallowed in the future by regulatory authorities. To the extent that collection of any infrastructure or clause mechanism revenue, regulatory assets or payments of regulatory liabilities is no longer probable, the amounts would be charged or credited to income.

We identified the accounting for the effects of rate regulation as a critical audit matter due to the significant judgments made by management in assessing the probable recovery of regulatory assets and incurred costs or the likelihood of refunds of regulatory liabilities. Auditing these judgments required specialized knowledge of accounting for rate regulation and the ratemaking process due to its inherent complexities.

How the Critical Audit Matter Was Addressed in the Audit

Our audit procedures to evaluate the accounting for the effects of cost-based rate regulation, including the probable recovery or refund of regulatory assets and liabilities, included the following, among others:

- We tested the effectiveness of management's controls over the evaluation of the likelihood of (1) the recovery in future rates of costs deferred as regulatory assets, and (2) a refund or a future reduction in rates that should be reported as regulatory liabilities. We tested the effectiveness of management's controls over the initial recognition of amounts as regulatory assets or liabilities and the monitoring and evaluation of regulatory developments that may affect the likelihood of recovering costs in future rates or of a future reduction in rates.
- We obtained and read relevant regulatory orders issued by the BPU and FERC for PSE&G and other publicly available information to assess the likelihood of recovery in future rates or of a future reduction in rates based on precedents of the treatment of similar costs under similar circumstances. We evaluated the external information and compared it to management's recorded regulatory asset and liability balances for completeness.
- For regulatory matters in process, we inspected associated documents and testimony filed with the BPU or FERC for any evidence that might contradict management's assertions.
- We evaluated the financial statement presentation and disclosures related to the impacts of cost-based rate-regulation, including the balances recorded and regulatory developments.

/s/ Deloitte & Touche LLP

Morristown, New Jersey
February 26, 2026

We have served as the Company's auditor since 1934.

PUBLIC SERVICE ENTERPRISE GROUP INCORPORATED
CONSOLIDATED STATEMENTS OF OPERATIONS
Millions, except per share data

	Years Ended December 31, 2025	2024	2023
OPERATING REVENUES	$ 12,168	$ 10,290	$ 11,237
OPERATING EXPENSES			
Energy Costs	4,159	3,393	3,260
Operation and Maintenance	3,772	3,362	3,157
Depreciation and Amortization	1,257	1,182	1,135
Total Operating Expenses	9,188	7,937	7,552
OPERATING INCOME	2,980	2,353	3,685
Net Gains (Losses) on Trust Investments	189	127	189
Net Other Income (Deductions)	145	154	173
Net Non-Operating Pension and Other Postretirement Benefit (OPEB) (Costs) Credits	65	73	(218)
Interest Expense	(1,005)	(882)	(748)
INCOME BEFORE INCOME TAXES	2,374	1,825	3,081
Income Tax Expense	(263)	(53)	(518)
NET INCOME	$ 2,111	$ 1,772	$ 2,563
WEIGHTED AVERAGE COMMON SHARES OUTSTANDING:			
BASIC	499	498	498
DILUTED	501	500	500
NET INCOME PER SHARE:			
BASIC	$ 4.23	$ 3.56	$ 5.15
DILUTED	$ 4.22	$ 3.54	$ 5.13

See Notes to Consolidated Financial Statements.

PUBLIC SERVICE ENTERPRISE GROUP INCORPORATED
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
Millions

	Years Ended December 31, 2025	2024	2023
NET INCOME	$ 2,111	$ 1,772	$ 2,563
Other Comprehensive Income (Loss), net of tax			
Unrealized Gains (Losses) on Available-for-Sale Securities, net of tax (expense) benefit of $(22), $9 and $(27) for the years ended 2025, 2024 and 2023, respectively	34	(13)	41
Unrealized Gains (Losses) on Cash Flow Hedges, net of tax (expense) benefit of $4, $(13) and $(2) for the years ended 2025, 2024 and 2023, respectively	(12)	33	6
Pension/OPEB adjustment, net of tax (expense) benefit of $(8), $(10) and $(127) for the years ended 2025, 2024 and 2023, respectively	20	26	324
Other Comprehensive Income (Loss), net of tax	42	46	371
COMPREHENSIVE INCOME	$ 2,153	$ 1,818	$ 2,934

See Notes to Consolidated Financial Statements.

PUBLIC SERVICE ENTERPRISE GROUP INCORPORATED
CONSOLIDATED BALANCE SHEETS
Millions

	December 31, 2025	December 31, 2024
ASSETS		
CURRENT ASSETS		
Cash and Cash Equivalents	$ 132	$ 125
Accounts Receivable, net of allowance of $248 in 2025 and $210 in 2024	1,888	1,597
Tax Receivable	406	394
Unbilled Revenues, net of allowance of $6 in 2025 and $5 in 2024	381	313
Fuel	282	232
Materials and Supplies, net	873	892
Prepayments	75	117
Derivative Contracts	11	33
Regulatory Assets	537	516
Other	11	16
Total Current Assets	4,596	4,235
PROPERTY, PLANT AND EQUIPMENT	53,920	51,207
Less: Accumulated Depreciation and Amortization	(11,856)	(11,143)
Net Property, Plant and Equipment	42,064	40,064
NONCURRENT ASSETS		
Regulatory Assets	6,431	6,125
Operating Lease Right-of-Use Assets	138	162
Long-Term Investments	372	263
Nuclear Decommissioning Trust (NDT) Fund	2,915	2,670
Long-Term Receivable of Variable Interest Entity	520	558
Rabbi Trust Fund	162	165
Derivative Contracts	6	51
Other	372	347
Total Noncurrent Assets	10,916	10,341
TOTAL ASSETS	$ 57,576	$ 54,640

See Notes to Consolidated Financial Statements.

PUBLIC SERVICE ENTERPRISE GROUP INCORPORATED
CONSOLIDATED BALANCE SHEETS
Millions

	December 31, 2025	December 31, 2024
LIABILITIES AND CAPITALIZATION		
CURRENT LIABILITIES		
Long-Term Debt Due Within One Year	$ 875	$ 2,150
Commercial Paper and Loans	1,529	1,593
Accounts Payable	1,489	1,136
Derivative Contracts	65	5
Accrued Interest	265	219
Accrued Taxes	95	10
New Jersey Clean Energy Program	145	145
Obligation to Return Cash Collateral	106	93
Regulatory Liabilities	484	555
Other	687	599
Total Current Liabilities	5,740	6,505
NONCURRENT LIABILITIES		
Deferred Income Taxes and Investment Tax Credits (ITC)	7,930	7,248
Regulatory Liabilities	2,048	2,271
Operating Leases	128	153
Asset Retirement Obligations	1,381	1,500
Other Postretirement Benefit (OPEB) Costs	242	292
OPEB Costs of Servco	501	510
Accrued Pension Costs	305	488
Accrued Pension Costs of Servco	—	31
Environmental Costs	225	225
Derivative Contracts	21	4
Long-Term Accrued Taxes	141	130
Other	262	205
Total Noncurrent Liabilities	13,184	13,057
COMMITMENTS AND CONTINGENT LIABILITIES (See Note 12) CAPITALIZATION		
LONG-TERM DEBT	21,670	18,964
STOCKHOLDERS' EQUITY		
Common Stock, no par, authorized 1,000 shares; issued, 2025 and 2024—534 shares	5,062	5,057
Treasury Stock, at cost, 2025 and 2024—36 shares	(1,435)	(1,403)
Retained Earnings	13,446	12,593
Accumulated Other Comprehensive Loss	(91)	(133)
Total Stockholders' Equity	16,982	16,114
Total Capitalization	38,652	35,078
TOTAL LIABILITIES AND CAPITALIZATION	$ 57,576	$ 54,640

See Notes to Consolidated Financial Statements.

PUBLIC SERVICE ENTERPRISE GROUP INCORPORATED
CONSOLIDATED STATEMENTS OF CASH FLOWS
Millions

	Years Ended December 31, 2025	2024	2023
CASH FLOWS FROM OPERATING ACTIVITIES			
Net Income	$ 2,111	$ 1,772	$ 2,563
Adjustments to Reconcile Net Income to Net Cash Flows from Operating Activities:			
Depreciation and Amortization	1,257	1,182	1,135
Amortization of Nuclear Fuel	202	191	189
Provision for Deferred Income Taxes and ITC	100	263	355
Non-Cash Employee Benefit Plan (Credits) Costs	76	75	366
Net Realized and Unrealized (Gains) Losses on Energy Contracts and Other Derivatives	52	210	(1,333)
Cost of Removal	(156)	(170)	(166)
Energy Efficiency Programs Regulatory Investment Expenditures	(552)	(544)	(466)
Amortization of Energy Efficiency Programs Regulatory Investment Expenditures	169	125	82
Net Change in Other Regulatory Assets and Liabilities	116	(273)	2
Net (Gains) Losses and (Income) Expense from NDT Fund	(267)	(194)	(248)
Net Change in Certain Current Assets and Liabilities:			
Tax Receivable	(12)	(384)	75
Accrued Taxes	85	2	(10)
Cash Collateral	22	(131)	1,408
Obligation to Return Cash Collateral	13	4	(201)
Other Current Assets and Liabilities	85	(95)	35
Employee Benefit Plan Funding and Related Payments	(100)	(53)	(40)
Other	97	153	60
Net Cash Provided By (Used In) Operating Activities	3,298	2,133	3,806
CASH FLOWS FROM INVESTING ACTIVITIES			
Additions to Property, Plant and Equipment	(3,272)	(3,380)	(3,325)
Proceeds from Sales of Trust Investments	1,378	1,537	1,714
Purchases of Trust Investments	(1,371)	(1,563)	(1,751)
Proceeds from Sales of Long-Lived Assets and Lease Investments	—	—	37
Proceeds from Sales of Equity Method Investments	—	—	291
Other	(43)	100	76
Net Cash Provided By (Used In) Investing Activities	(3,308)	(3,306)	(2,958)
CASH FLOWS FROM FINANCING ACTIVITIES			
Net Change in Commercial Paper	(164)	744	250
Proceeds from Short-Term Loans	100	400	750
Repayment of Short-Term Loans	—	(500)	(2,250)
Issuance of Long-Term Debt	3,600	3,350	2,800
Redemption of Long-Term Debt	(2,150)	(1,500)	(1,575)
Cash Dividends Paid on Common Stock	(1,258)	(1,196)	(1,137)
Other	(116)	(70)	(98)
Net Cash Provided By (Used In) Financing Activities	12	1,228	(1,260)
Net Increase (Decrease) in Cash, Cash Equivalents and Restricted Cash	2	55	(412)
Cash, Cash Equivalents and Restricted Cash at Beginning of Period	154	99	511
Cash, Cash Equivalents and Restricted Cash at End of Period	$ 156	$ 154	$ 99
Supplemental Disclosure of Cash Flow Information:			
Income Taxes Paid (Received)	$ —	$ 68	$ 144
Interest Paid, Net of Amounts Capitalized	$ 932	$ 799	$ 683
Accrued Property, Plant and Equipment Expenditures	$ 416	$ 326	$ 443

See Notes to Consolidated Financial Statements.

PUBLIC SERVICE ENTERPRISE GROUP INCORPORATED
CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY
Millions

	Common Stock		Treasury Stock				
	Shares	Amount	Shares	Amount	Retained Earnings	Accumulated Other Comprehensive Income (Loss)	Total
Balance as of December 31, 2022	534	$ 5,065	(37)	$ (1,377)	$ 10,591	$ (550)	$ 13,729
Net Income	—	—	—	—	2,563	—	2,563
Other Comprehensive Income (Loss), net of tax (expense) benefit of $(156)	—	—	—	—	—	371	371
Comprehensive Income							2,934
Cash Dividends at $2.28 per share on Common Stock	—	—	—	—	(1,137)	—	(1,137)
Other	—	(47)	1	(2)	—	—	(49)
Balance as of December 31, 2023	534	$ 5,018	(36)	$ (1,379)	$ 12,017	$ (179)	$ 15,477
Net Income	—	—	—	—	1,772	—	1,772
Other Comprehensive Income (Loss), net of tax (expense) benefit of $(14)	—	—	—	—	—	46	46
Comprehensive Income							1,818
Cash Dividends at $2.40 per share on Common Stock	—	—	—	—	(1,196)	—	(1,196)
Other	—	39	—	(24)	—	—	15
Balance as of December 31, 2024	534	$ 5,057	(36)	$ (1,403)	$ 12,593	$ (133)	$ 16,114
Net Income	—	—	—	—	2,111	—	2,111
Other Comprehensive Income (Loss), net of tax (expense) benefit of $(26)	—	—	—	—	—	42	42
Comprehensive Income							2,153
Cash Dividends at $2.52 per share on Common Stock	—	—	—	—	(1,258)	—	(1,258)
Other	—	5	—	(32)	—	—	(27)
Balance as of December 31, 2025	534	$ 5,062	(36)	$ (1,435)	$ 13,446	$ (91)	$ 16,982

See Notes to Consolidated Financial Statements.

PUBLIC SERVICE ELECTRIC AND GAS COMPANY
CONSOLIDATED STATEMENTS OF OPERATIONS
Millions

	Years Ended December 31, 2025	2024	2023
OPERATING REVENUES	$ 9,558	$ 8,449	$ 7,807
OPERATING EXPENSES			
Energy Costs	3,782	3,189	3,010
Operation and Maintenance	2,253	1,949	1,843
Depreciation and Amortization	1,116	1,025	980
Total Operating Expenses	7,151	6,163	5,833
OPERATING INCOME	2,407	2,286	1,974
Net Other Income (Deductions)	64	64	80
Net Non-Operating Pension and OPEB Credits	70	77	114
Interest Expense	(644)	(582)	(493)
INCOME BEFORE INCOME TAXES	1,897	1,845	1,675
Income Tax Expense	(152)	(298)	(160)
NET INCOME	$ 1,745	$ 1,547	$ 1,515

See disclosures regarding Public Service Electric and Gas Company included in the Notes to Consolidated Financial Statements.

PUBLIC SERVICE ELECTRIC AND GAS COMPANY
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
Millions

	Years Ended December 31, 2025	2024	2023
NET INCOME	$ 1,745	$ 1,547	$ 1,515
Other Comprehensive Income (Loss), net of tax			
Unrealized Gains (Losses) on Available-for-Sale Securities, net of tax (expense) benefit of $0 for the years ended 2025, 2024 and 2023	1	—	1
COMPREHENSIVE INCOME	$ 1,746	$ 1,547	$ 1,516

See disclosures regarding Public Service Electric and Gas Company included in the Notes to Consolidated Financial Statements.

PUBLIC SERVICE ELECTRIC AND GAS COMPANY
CONSOLIDATED BALANCE SHEETS
Millions

	December 31,	
ASSETS	**2025**	**2024**
CURRENT ASSETS		
Cash and Cash Equivalents	$ 97	$ 79
Accounts Receivable, net of allowance of $248 in 2025 and $210 in 2024	1,431	1,189
Unbilled Revenues, net of allowance of $6 in 2025 and $5 in 2024	381	313
Materials and Supplies, net	613	642
Prepayments	17	28
Regulatory Assets	537	516
Other	11	15
Total Current Assets	3,087	2,782
PROPERTY, PLANT AND EQUIPMENT	48,752	46,198
Less: Accumulated Depreciation and Amortization	(9,767)	(9,160)
Net Property, Plant and Equipment	38,985	37,038
NONCURRENT ASSETS		
Regulatory Assets	6,431	6,125
Operating Lease Right-of-Use Assets	84	93
Long-Term Investments	199	90
Rabbi Trust Fund	29	30
Long-Term Accrued Taxes	—	2
Other	209	204
Total Noncurrent Assets	6,952	6,544
TOTAL ASSETS	$ 49,024	$ 46,364

See disclosures regarding Public Service Electric and Gas Company included in the Notes to Consolidated Financial Statements.

PUBLIC SERVICE ELECTRIC AND GAS COMPANY
CONSOLIDATED BALANCE SHEETS
Millions

	December 31, 2025	December 31, 2024
LIABILITIES AND CAPITALIZATION		
CURRENT LIABILITIES		
Long-Term Debt Due Within One Year	$ 875	$ 350
Commercial Paper and Loans	325	444
Accounts Payable	866	704
Accounts Payable—Affiliated Companies	472	362
Accrued Interest	197	174
New Jersey Clean Energy Program	145	145
Obligation to Return Cash Collateral	106	93
Regulatory Liabilities	484	555
Other	324	371
Total Current Liabilities	3,794	3,198
NONCURRENT LIABILITIES		
Deferred Income Taxes and ITC	7,074	6,477
Regulatory Liabilities	2,048	2,271
Operating Leases	73	83
Asset Retirement Obligations	457	457
OPEB Costs	126	164
Accrued Pension Costs	164	305
Environmental Costs	160	159
Long-Term Accrued Taxes	7	—
Other	188	157
Total Noncurrent Liabilities	10,297	10,073
COMMITMENTS AND CONTINGENT LIABILITIES (See Note 12)		
CAPITALIZATION		
LONG-TERM DEBT	15,117	14,648
STOCKHOLDER'S EQUITY		
Common Stock; 150 shares authorized; issued and outstanding, 2025 and 2024—132 shares	892	892
Contributed Capital	2,156	2,156
Retained Earnings	16,771	15,401
Accumulated Other Comprehensive Loss	(3)	(4)
Total Stockholder's Equity	19,816	18,445
Total Capitalization	34,933	33,093
TOTAL LIABILITIES AND CAPITALIZATION	$ 49,024	$ 46,364

See disclosures regarding Public Service Electric and Gas Company included in the Notes to Consolidated Financial Statements.

PUBLIC SERVICE ELECTRIC AND GAS COMPANY
CONSOLIDATED STATEMENTS OF CASH FLOWS
Millions

	Years Ended December 31, 2025	2024	2023
CASH FLOWS FROM OPERATING ACTIVITIES			
Net Income	$ 1,745	$ 1,547	$ 1,515
Adjustments to Reconcile Net Income to Net Cash Flows from Operating Activities:			
Depreciation and Amortization	1,116	1,025	980
Provision for Deferred Income Taxes and ITC	36	365	29
Non-Cash Employee Benefit Plan (Credits) Costs	43	41	8
Cost of Removal	(156)	(170)	(166)
Energy Efficiency Programs Regulatory Investment Expenditures	(552)	(544)	(466)
Amortization of Energy Efficiency Programs Regulatory Investment Expenditures	169	125	82
Net Change in Other Regulatory Assets and Liabilities	116	(273)	2
Net Change in Certain Current Assets and Liabilities			
Accounts Receivable and Unbilled Revenues	(303)	(188)	72
Materials and Supplies	29	(123)	(211)
Prepayments	11	29	(50)
Accounts Payable	82	34	13
Accounts Receivable/Payable—Affiliated Companies, net	68	(47)	(3)
Obligation to Return Cash Collateral	13	4	(201)
Other Current Assets and Liabilities	7	(29)	23
Employee Benefit Plan Funding and Related Payments	(66)	(32)	(20)
Other	10	(39)	(67)
Net Cash Provided By (Used In) Operating Activities	2,368	1,725	1,540
CASH FLOWS FROM INVESTING ACTIVITIES			
Additions to Property, Plant and Equipment	(2,731)	(2,921)	(2,998)
Proceeds from Sales of Trust Investments	5	6	4
Purchases of Trust Investments	(3)	(4)	(3)
Other	(116)	33	33
Net Cash Provided By (Used In) Investing Activities	(2,845)	(2,886)	(2,964)
CASH FLOWS FROM FINANCING ACTIVITIES			
Net Change in Commercial Paper and Loans	(119)	19	425
Issuance of Long-Term Debt	1,350	2,100	1,800
Redemption of Long-Term Debt	(350)	(750)	(825)
Cash Dividends Paid	(375)	(150)	(150)
Other	(16)	(25)	(17)
Net Cash Provided By (Used In) Financing Activities	490	1,194	1,233
Net Increase (Decrease) in Cash, Cash Equivalents and Restricted Cash	13	33	(191)
Cash, Cash Equivalents and Restricted Cash at Beginning of Period	108	75	266
Cash, Cash Equivalents and Restricted Cash at End of Period	$ 121	$ 108	$ 75
Supplemental Disclosure of Cash Flow Information:			
Income Taxes Paid (Received)	$ 8	$ 68	$ 77
Interest Paid, Net of Amounts Capitalized	$ 606	$ 523	$ 449
Accrued Property, Plant and Equipment Expenditures	$ 365	$ 286	$ 395

See disclosures regarding Public Service Electric and Gas Company included in the Notes to Consolidated Financial Statements.

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PUBLIC SERVICE ELECTRIC AND GAS COMPANY
CONSOLIDATED STATEMENTS OF COMMON STOCKHOLDER'S EQUITY
Millions

	Common Stock	Contributed Capital	Retained Earnings	Accumulated Other Comprehensive Income (Loss)	Total
Balance as of December 31, 2022	$ 892	$ 2,156	$ 12,639	$ (5)	$ 15,682
Net Income	—	—	1,515	—	1,515
Other Comprehensive Income (Loss), net of tax (expense) benefit of $0	—	—	—	1	1
Comprehensive Income					1,516
Cash Dividend Paid	—	—	(150)	—	(150)
Balance as of December 31, 2023	$ 892	$ 2,156	$ 14,004	$ (4)	$ 17,048
Net Income	—	—	1,547	—	1,547
Other Comprehensive Income (Loss), net of tax (expense) benefit of $0	—	—	—	—	—
Comprehensive Income					1,547
Cash Dividend Paid	—	—	(150)	—	(150)
Balance as of December 31, 2024	$ 892	$ 2,156	$ 15,401	$ (4)	$ 18,445
Net Income	—	—	1,745	—	1,745
Other Comprehensive Income (Loss), net of tax (expense) benefit of $0	—	—	—	1	1
Comprehensive Income					1,746
Cash Dividends Paid	—	—	(375)	—	(375)
Balance as of December 31, 2025	$ 892	$ 2,156	$ 16,771	$ (3)	$ 19,816

See disclosures regarding Public Service Electric and Gas Company included in the Notes to Consolidated Financial Statements.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Note 1. Organization, Basis of Presentation and Summary of Significant Accounting Policies

Organization

Public Service Enterprise Group Incorporated (PSEG) is a public utility holding company that, acting through its wholly owned subsidiaries, is a predominantly regulated electric and gas utility and a nuclear generation business. PSEG's principal operating subsidiaries are:

- **Public Service Electric and Gas Company (PSE&G)**—which is a public utility engaged principally in the transmission of electricity and distribution of electricity and natural gas in certain areas of New Jersey. PSE&G is subject to regulation by the New Jersey Board of Public Utilities (BPU), the Federal Energy Regulatory Commission (FERC) and other federal and New Jersey state regulators. PSE&G also invests in regulated solar generation projects and regulated energy efficiency (EE) and related programs in New Jersey, which are regulated by the BPU.
- **PSEG Power LLC (PSEG Power)**—which is an energy supply company that consists of the operations of merchant nuclear generating assets and fuel supply functions engaged in competitive energy sales via its principal direct wholly owned subsidiaries. PSEG Power's subsidiaries are subject to regulation by FERC, the Nuclear Regulatory Commission (NRC), and other federal regulators and state regulators in the states in which they operate.

PSEG's other direct wholly owned subsidiaries are: PSEG Long Island LLC (PSEG LI), which operates the Long Island Power Authority's (LIPA) electric transmission and distribution (T&D) system under an Operations Services Agreement (OSA); PSEG Energy Holdings L.L.C. (Energy Holdings), which primarily holds legacy lease investments and competitively bid, FERC regulated transmission; and PSEG Services Corporation (Services), which provides certain management, administrative and general services to PSEG and its subsidiaries at cost.

Basis of Presentation

The respective financial statements included herein have been prepared pursuant to the rules and regulations of the Securities and Exchange Commission (SEC) applicable to Annual Reports on Form 10-K and in accordance with accounting guidance generally accepted in the United States (GAAP). Certain line item reclassifications have been made to prior year financial statements to conform with current year presentation. These reclassifications had no impact on PSEG's or PSE&G's results of operations, financial condition or cash flows.

Significant Accounting Policies

Principles of Consolidation

Each company consolidates those entities in which it has a controlling interest or is the primary beneficiary. See Note 3. Variable Interest Entity. Entities over which the companies exhibit significant influence, but do not have a controlling interest and/or are not the primary beneficiary, are accounted for under the equity method of accounting. Equity investments that do not qualify for consolidation or equity method accounting are recorded at fair value or, if fair value is not readily determinable, are initially recognized at cost and subsequently remeasured if there is an orderly transaction in an identical or similar investment of the same issuer or if the investment is impaired. All significant intercompany accounts and transactions are eliminated in consolidation.

PSE&G and PSEG Power also have undivided interests in certain jointly-owned facilities, with each responsible for paying its respective ownership share of construction costs, fuel purchases and operating expenses. PSE&G and PSEG Power consolidate their portion of any revenues and expenses related to their respective jointly-owned facilities in the appropriate revenue and expense categories.

Accounting for the Effects of Regulation

In accordance with accounting guidance for rate-regulated entities, PSE&G's financial statements reflect the economic effects of regulation. PSE&G defers the recognition of costs (a Regulatory Asset) or records the recognition of obligations (a Regulatory

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Liability) if it is probable that, through the rate-making process, there will be a corresponding increase or decrease in future rates. Accordingly, PSE&G has deferred certain costs and recoveries, which are being amortized over various future periods. To the extent that collection of any such costs or payment of liabilities becomes no longer probable as a result of changes in regulation, the associated Regulatory Asset or Liability is charged or credited to income. Management believes that PSE&G's T&D businesses continue to meet the accounting requirements for rate-regulated entities. For additional information, see Note 5. Regulatory Assets and Liabilities.

Cash, Cash Equivalents and Restricted Cash

The following provides a reconciliation of cash, cash equivalents and restricted cash reported within the Consolidated Balance Sheets that sum to the total of the same such amounts in the Consolidated Statements of Cash Flows for the years ended December 31, 2025 and 2024. Restricted cash consists primarily of deposits received related to construction projects at PSE&G.

	PSE&G	PSEG Power & Other (A)	Consolidated
		Millions	
As of December 31, 2025			
Cash and Cash Equivalents	$ 97	$ 35	$ 132
Restricted Cash in Other Current Assets	3	—	3
Restricted Cash in Other Noncurrent Assets	21	—	21
Cash, Cash Equivalents and Restricted Cash	**$ 121**	**$ 35**	**$ 156**
As of December 31, 2024			
Cash and Cash Equivalents	$ 79	$ 46	$ 125
Restricted Cash in Other Current Assets	8	—	8
Restricted Cash in Other Noncurrent Assets	21	—	21
Cash, Cash Equivalents and Restricted Cash	**$ 108**	**$ 46**	**$ 154**

(A) Includes amounts applicable to PSEG Power, Energy Holdings, Services and PSEG (parent company).

Derivative Instruments

Each company uses derivative instruments to manage risk pursuant to its business plans and prudent practices.

Within PSEG and its affiliate companies, PSEG Power has the most exposure to commodity price risk. PSEG Power is exposed to commodity price risk primarily relating to changes in the market price of electricity, natural gas and other commodities. Fluctuations in market prices result from changes in supply and demand, fuel costs, market conditions, weather, state and federal regulatory policies, environmental policies, transmission availability and other factors. PSEG Power uses a variety of derivative and non-derivative instruments, such as financial options, futures and swaps to manage the exposure to fluctuations in commodity prices and optimize the value of PSEG Power's expected generation. PSEG Power also uses derivatives to hedge a portion of its anticipated BGSS obligations with PSE&G.

PSEG, PSE&G and PSEG Power are subject to the risk of fluctuating interest rates in the normal course of business. PSEG uses interest rate hedges which are designated and effective as cash flow hedges, to manage its exposure to the variability of cash flows, primarily related to variable-rate debt instruments or anticipated future long-term debt issuances.

Determining whether a contract qualifies as a derivative requires that management exercise significant judgment, including assessing the contract's market liquidity. PSEG has determined that contracts to purchase and sell certain products do not meet the definition of a derivative under the current authoritative guidance since they do not provide for net settlement, or the markets are not sufficiently liquid to conclude that physical forward contracts are readily convertible to cash. Certain other contracts may be designated as normal purchases and normal sales (NPNS) and qualify for a scope exception under derivative accounting guidance. Further, derivatives that qualify for hedge accounting can be designated as fair value or cash flow hedges.

Under current authoritative guidance, all derivatives are recognized on the balance sheet at their fair value, and changes in fair value are recorded in earnings unless they are designated as cash flow hedges. For cash flow hedges, the gain or loss is deferred in Accumulated Other Comprehensive Income (Loss) until earnings are affected by the variability of cash flows of the hedged transaction. Cash flows related to derivative instruments are included as a component of operating, investing or financing cash flows in PSEG's Consolidated Statements of Cash Flows, depending on the nature of hedges.

Certain offsetting derivative assets and liabilities are subject to a master netting or similar agreement. In general, the terms of the agreements provide that in the event of an early termination the counterparties have the right to offset amounts owed or owing under that and any other agreement with the same counterparty. Accordingly, these positions are offset on the Consolidated Balance Sheets of PSEG.

For derivative contracts that do not qualify or are not designated as cash flow or fair value hedges or as NPNS, changes in fair value are recorded in current period earnings. PSEG does not currently elect hedge accounting on its commodity derivative positions.

For additional information regarding derivative financial instruments, see Note 15. Financial Risk Management Activities.

Revenue Recognition

PSE&G's regulated electric and gas revenues are recorded primarily based on services rendered to customers. PSE&G records unbilled revenues for the estimated amount customers will be billed for services rendered from the time meters were last read and billed to the end of the respective accounting period. The unbilled revenue is estimated each month based on usage per day, the number of unbilled days in the period, estimated seasonal loads based upon the time of year and the variance of actual degree-days and temperature-humidity-index hours of the unbilled period from expected norms.

Regulated revenues from the transmission of electricity are recognized as services are provided based on a FERC-approved annual formula rate mechanism. This mechanism provides for an annual filing of estimated revenue requirement with rates effective January 1 of each year. After completion of the annual period ending December 31, PSE&G files a true-up whereby it compares its actual revenue requirement to the original estimate to determine any over or under collection of revenue. PSE&G records the estimated financial statement impact of the difference between the actual and the filed revenue requirement as a refund or deferral for future recovery when such amounts are probable and can be reasonably estimated in accordance with accounting guidance for rate-regulated entities.

PSEG Power currently owns generation within PJM Interconnection, L.L.C. (PJM), which facilitates the dispatch of energy and energy-related products. PSEG generally reports electricity sales and purchases conducted with the PJM Independent System Operator (ISO) at PSEG Power on a net hourly basis in either Revenues or Energy Costs in its Consolidated Statement of Operations, the classification of which depends on the net hourly activity. Capacity revenue and expense are also reported net based on PSEG Power's monthly net sale or purchase position in PJM. PSEG Power also has revenues that relate to bilateral contracts, which are accounted for on the accrual basis as the energy is delivered. PSEG Power's revenue also includes changes in the value of energy derivative contracts. See Note 15. Financial Risk Management Activities for further discussion.

PSEG LI is the primary beneficiary of Long Island Electric Utility Servco, LLC (Servco). For transactions in which Servco acts as principal, Servco records revenues and the related pass-through expenditures separately in Operating Revenues and Operation and Maintenance (O&M) Expense, respectively. See Note 3. Variable Interest Entity for further information.

For additional information regarding Revenues, see Note 2. Revenues.

Depreciation and Amortization

PSE&G calculates depreciation under the straight-line method based on estimated average remaining lives of the several classes of property. These estimates are reviewed on a periodic basis and necessary adjustments are made as approved by the BPU or FERC. The average depreciation rate stated as a percentage of original cost of depreciable property was as follows:

	Average Rate		
	2025	2024	2023
Electric Transmission	2.12%	2.09%	2.09%
Electric Distribution	2.54%	2.51%	2.54%
Gas Distribution	1.84%	1.84%	1.84%

PSEG calculates depreciation on its nuclear generation-related assets under the straight-line method based on the assets' estimated useful lives of approximately 80 years.

Allowance for Funds Used During Construction (AFUDC) and Interest Capitalized During Construction (IDC)

AFUDC represents the cost of debt and equity funds used to finance the construction of new utility assets at PSE&G. IDC represents the cost of debt used to finance construction at PSEG's other subsidiaries. The amount of AFUDC or IDC capitalized as Property, Plant and Equipment is included as a reduction of interest charges or other income for the equity portion. The amounts and average rates used to calculate AFUDC or IDC for the years ended December 31, 2025, 2024 and 2023 were as follows:

	AFUDC/IDC Capitalized					
	2025		2024		2023	
	Millions	Avg Rate	Millions	Avg Rate	Millions	Avg Rate
PSE&G	$ 62	6.64%	$ 62	6.43%	$ 83	7.13%
Other	$ 10	5.31%	$ 9	6.08%	$ 9	5.66%

Income Taxes

PSEG and its subsidiaries file a consolidated federal income tax return and PSEG and PSE&G file state income tax returns, some of which are combined or unitary. Income taxes are allocated to PSEG's subsidiaries in accordance with a tax allocation agreement whereby each PSEG subsidiary's current and deferred tax expense is computed on a stand-alone basis. Each subsidiary is allocated an amount of tax similar to that which would be paid if it filed a separate income tax return, except for certain tax attributes and state apportionment results. Allocations between PSEG and its subsidiaries are recorded through intercompany accounts. Investment tax credits (ITC) deferred in prior years are being amortized over the useful lives of the related property.

Uncertain income tax positions are accounted for using a benefit recognition model with a two-step approach, a more-likely-than-not recognition criterion and a measurement attribute that measures the position as the largest amount of tax benefit that is greater than 50% likely of being realized upon ultimate settlement. If it is not more-likely-than-not that the benefit will be sustained on its technical merits, no benefit will be recorded. Uncertain tax positions that relate only to timing of when an item is included on a tax return are considered to have met the recognition threshold.

PSEG records any benefit from estimated PTCs generated by PSEG's qualified nuclear generation facilities within Income Tax Expense in its Consolidated Statements of Operations in accordance with Accounting Standards Codification Topic 740, *Income Taxes*. See Note 19. Income Taxes for further discussion.

Impairment of Long-Lived Assets

Management evaluates long-lived assets for impairment whenever events or changes in circumstances, such as significant adverse changes in regulation, business climate, counterparty credit worthiness or market conditions, including prolonged periods of adverse commodity and capacity prices or a current expectation that a long-lived asset will be sold or disposed of significantly before the end of its previously estimated useful life, could potentially indicate an asset's or asset group's carrying amount may not be recoverable. In such an event, an undiscounted cash flow analysis is performed to determine if an impairment exists. When a long-lived asset's or asset group's carrying amount exceeds the associated undiscounted estimated future cash flows, the asset/asset group is considered impaired to the extent that its fair value is less than its carrying amount. An impairment would result in a reduction of the value of the long-lived asset/asset group through a non-cash charge to earnings. There were no impairments recorded for the year ended December 31, 2025.

For PSEG, cash flows for long-lived assets and asset groups are determined at the lowest level for which identifiable cash flows are largely independent of the cash flows of other assets and liabilities. The cash flows from the nuclear generation units are evaluated at the portfolio level.

Accounts Receivable—Allowance for Credit Losses

PSE&G's accounts receivable, including unbilled revenues, are primarily comprised of utility customer receivables for the provision of electric and gas service and appliance services, and are reported in the balance sheet as gross outstanding amounts adjusted for an allowance for credit losses. The allowance for credit losses reflects PSE&G's best estimate of losses on the account balances. The allowance is based on PSE&G's projection of accounts receivable aging, historical experience, economic factors and other currently available evidence. PSE&G's electric bad debt expense is recovered through the Societal Benefits Clause (SBC) mechanism. See Note 2. Revenues and Note 5. Regulatory Assets and Liabilities.

Accounts receivable are charged off in the period in which the receivable is deemed uncollectible. Recoveries of accounts receivable are recorded when it is known they will be received.

Materials and Supplies and Fuel

PSEG and PSE&G's materials and supplies are carried at average cost and charged to inventory when purchased and expensed or capitalized to Property, Plant and Equipment, as appropriate, when installed or used. Fuel inventory at PSEG is valued at the lower of average cost or market and primarily includes stored natural gas used to satisfy obligations under PSEG Power's gas supply contracts with PSE&G. The costs of fuel, including initial transportation costs, are included in inventory when purchased and charged to Energy Costs when used or sold. The cost of nuclear fuel is capitalized within Property, Plant and Equipment and amortized to fuel expense using the units-of-production method.

Property, Plant and Equipment

PSE&G's additions to and replacements of existing property, plant and equipment are capitalized at cost. The cost of maintenance, repair and replacement of minor items of property is charged to expense as incurred. At the time units of depreciable property are retired or otherwise disposed of, the original cost, adjusted for net salvage value, is charged to accumulated depreciation.

PSEG capitalizes costs related to its generating assets, including those related to its jointly-owned facilities that increase the capacity, improve or extend the life of an existing asset; represent a newly acquired or constructed asset; or represent the replacement of a retired asset. The cost of maintenance, repair and replacement of minor items of property is charged to appropriate expense accounts as incurred. Environmental costs are capitalized if the costs mitigate or prevent future environmental contamination or if the costs improve existing assets' environmental safety or efficiency. All other environmental expenditures are expensed as incurred. PSEG also capitalizes spare parts for its generating assets that meet specific criteria. Capitalized spare parts are depreciated over the remaining lives of their associated assets.

Leases

PSEG and its subsidiaries, when acting as lessee or lessor, determine if an arrangement is a lease at inception. PSEG assesses contracts to determine if the arrangement conveys (i) the right to control the use of the identified property, (ii) the right to obtain substantially all of the economic benefits from the use of the property, and (iii) the right to direct the use of the property.

Lessee—Operating Lease Right-of-Use Assets represent the right to use an underlying asset for the lease term and Operating Lease Liabilities represent the obligation to make lease payments arising from the lease. Operating Lease Right-of-Use Assets and Operating Lease Liabilities are recognized at the lease commencement date based on the present value of lease payments over the lease term.

The current portion of Operating Lease Liabilities is included in Other Current Liabilities. Operating Lease Right-of-Use Assets and noncurrent Operating Lease Liabilities are included as separate captions in Noncurrent Assets and Noncurrent Liabilities, respectively, on the Consolidated Balance Sheets of PSEG and PSE&G. PSEG and its subsidiaries do not recognize Operating Lease Right-of-Use Assets and Operating Lease Liabilities for leases where the term is twelve months or less.

PSEG and its subsidiaries recognize the lease payments on a straight-line basis over the term of the leases and variable lease payments in the period in which the obligations for those payments are incurred.

As lessee, most of the operating leases of PSEG and its subsidiaries do not provide an implicit rate; therefore, incremental borrowing rates are used based on the information available at commencement date in determining the present value of lease payments. The implicit rate is used when readily determinable. PSE&G's incremental borrowing rates are based on secured borrowing rates. PSEG's incremental borrowing rates are generally unsecured rates. Having calculated simulated secured rates for each of PSEG and PSEG Power, it was determined that the difference between the unsecured borrowing rates and the simulated secured rates had an immaterial effect on their recorded Operating Lease Right-of-Use Assets and Operating Lease Liabilities. Services, PSEG LI and other subsidiaries of PSEG that do not borrow funds or issue debt may enter into leases. Since these companies do not have credit ratings and related incremental borrowing rates, PSEG has determined that it is appropriate for these companies to use the incremental borrowing rate of PSEG, the parent company.

Lease terms may include options to extend or terminate the lease when it is reasonably certain that such options will be exercised.

PSEG and its subsidiaries have lease agreements with lease and non-lease components. For real estate, equipment and vehicle leases, the lease and non-lease components are accounted for as a single lease component.

Lessor—Property subject to operating leases, where PSEG or one of its subsidiaries is the lessor, is included in Property, Plant and Equipment and rental income from these leases is included in Operating Revenues.

PSEG and its subsidiaries have lease agreements with lease and non-lease components, which are primarily related to domestic energy generation and real estate assets. PSEG and subsidiaries account for the lease and non-lease components as a single lease component. See Note 6. Leases for detailed information on leases.

Energy Holdings is the lessor in leveraged leases. Leveraged lease accounting guidance is grandfathered for existing leveraged leases. Energy Holdings' leveraged leases are accounted for in Operating Revenues and in Noncurrent Long-Term Investments. If modified after January 1, 2019, those leveraged leases will be accounted for as operating or financing leases. See Note 7. Long-Term Investments and Note 8. Financing Receivables.

Trust Investments

These securities comprise the Nuclear Decommissioning Trust (NDT) Fund, a master independent external trust account maintained to provide for the costs of decommissioning PSEG's nuclear facilities and amounts that are deposited to fund a Rabbi Trust which was established to meet the obligations related to non-qualified pension plans and deferred compensation plans.

Unrealized gains and losses on equity security investments are recorded in Net Income. The debt securities are classified as available-for-sale with the unrealized gains and losses recorded as a component of Accumulated Other Comprehensive Income (Loss). Realized gains and losses on both equity and available-for-sale debt security investments are recorded in earnings and are included with the unrealized gains and losses on equity securities in Net Gains (Losses) on Trust Investments. When applicable, other-than-temporary impairments on NDT and Rabbi Trust debt securities are also included in Net Gains (Losses) on Trust Investments. See Note 9. Trust Investments for further discussion.

Pension and Other Postretirement Benefits (OPEB) Plans

The market-related value of plan assets held for the qualified pension and OPEB plans is equal to the fair value of those assets as of year-end. Fair value is determined using quoted market prices and independent pricing services based upon the security type as reported by the trustee at the measurement date (December 31) as well as investments in unlisted real estate which are valued via third-party appraisals.

PSEG recognizes a long-term receivable primarily related to future funding by LIPA of Servco's recognized pension and OPEB liabilities. This receivable is presented separately on the Consolidated Balance Sheet of PSEG as a noncurrent asset. Pursuant to the OSA, Servco records expense for contributions to its pension plan trust and for OPEB payments made to retirees.

See Note 11. Pension, Other Postretirement Benefits (OPEB) and Savings Plans for further discussion.

Use of Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Recent Accounting Standards

Improvements to Income Tax Disclosures—ASU 2023-09

This ASU makes amendments to the current reconciliation disclosure to improve transparency by requiring consistent categories and greater jurisdictional disaggregation. The ASU also provides for the inclusion of an income taxes paid disclosure by jurisdiction. The ASU is effective for annual periods beginning after December 15, 2024. PSEG and PSE&G adopted this standard on December 31, 2025 without a material impact on their financial statements.

Disaggregation of Income Statement Expenses and Effective Date Clarification—ASU 2024-03

This ASU requires additional annual and interim disclosure about certain expenses in the notes to financial statements that provide disaggregated information (within a new tabular disclosure, the amounts of specified natural expenses included in each relevant expense caption: (a) purchases of inventory, (b) employee compensation, (c) depreciation, (d) amortization, and (e) depletion) about an entity’s expense captions that are presented on the face of the income statement within continuing operations.

The ASU also requires certain expense related disclosures within the new tabular disclosure and disclosure of the total amount of selling expenses and, in annual reporting periods, an entity’s definition of selling expenses. The ASU is effective for annual periods beginning after December 15, 2026, and interim periods within annual periods beginning after December 15, 2027. PSEG and PSE&G are currently analyzing the impact of this ASU on their future disclosures.

Note 2. Revenues

Nature of Goods and Services

The following is a description of principal activities by which PSEG and its subsidiaries generate their revenues.

PSE&G

Revenues from Contracts with Customers

Electric and Gas Distribution and Transmission Revenues—PSE&G sells gas and electricity to customers under default commodity supply tariffs. PSE&G’s regulated electric and gas default commodity supply and distribution services are separate tariffs which are satisfied as the product(s) and/or service(s) are delivered to the customer. The electric and gas commodity and delivery tariffs are recurring contracts in effect until modified through the regulatory approval process as appropriate. Revenue is recognized over time as the service is rendered to the customer. Included in PSE&G’s regulated revenues are unbilled electric and gas revenues which represent the estimated amount customers will be billed for services rendered from the most recent meter reading to the end of the respective accounting period.

PSE&G’s transmission revenues are earned under a separate tariff using a FERC-approved annual formula rate mechanism. The performance obligation of transmission service is satisfied and revenue is recognized as it is provided to the customer. The formula rate mechanism provides for an annual filing of an estimated revenue requirement with rates effective January 1 of each year and a true-up to that estimate based on actual revenue requirements. The true-up mechanism is an alternative revenue which is outside the scope of revenue from contracts with customers.

Other Revenues from Contracts with Customers

Other revenues from contracts with customers, which are not a material source of PSE&G revenues, are generated primarily from appliance repair services and solar generation projects. The performance obligations under these contracts are satisfied and revenue is recognized as control of products is delivered or services are rendered.

Revenues Unrelated to Contracts with Customers

Other PSE&G revenues unrelated to contracts with customers are derived from alternative revenue mechanisms recorded pursuant to regulatory accounting guidance. These revenues, which include the Conservation Incentive Program (CIP), green energy program true-ups and transmission formula rate true-ups, are not a material source of PSE&G revenues.

PSEG Power & Other

Revenues from Contracts with Customers

Electricity and Related Products—PSEG Power owns generation solely within PJM, which facilitates the dispatch of energy and energy-related products. PSEG Power primarily sells to the PJM ISO energy and ancillary services which are separately transacted in the day-ahead or real-time energy markets. The energy and ancillary services performance obligations are typically satisfied over time as delivered and revenue is recognized accordingly. PSEG generally reports electricity sales and purchases conducted with PJM net on an hourly basis in either Operating Revenues or Energy Costs in its Consolidated Statements of Operations. The classification depends on the net hourly activity.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

PSEG Power enters into capacity sales and capacity purchases through PJM. The transactions are reported on a net basis dependent on PSEG Power's monthly net sale or purchase position through PJM. The performance obligations with PJM are satisfied over time upon delivery of the capacity and revenue is recognized accordingly. In addition to capacity sold through PJM, PSEG Power sells capacity through bilateral contracts and the related revenue is reported on a gross basis and recognized over time upon delivery of the capacity.

In May 2025, PSEG Power's Salem 1, Salem 2 and Hope Creek nuclear plants zero emission certificate (ZEC) sales concluded. These nuclear plants received ZEC revenue from the electric distribution companies (EDCs) in New Jersey. PSEG Power recognized revenue when the units generated electricity, which was when the performance obligation was satisfied. These revenues have been considered variable consideration within the scope of revenue from contracts with customers and are included in PJM Sales in the following tables. ZEC revenue has been adjusted by the estimated production tax credits (PTCs) generated from these nuclear plants. ZEC revenue will be adjusted based upon the actual value of the PTCs generated by these nuclear plants and that adjustment could be material. See Note 19. Income Taxes for further discussion on the factors that could result in an adjustment to the value of the PTCs.

Gas Contracts—PSEG Power sells wholesale natural gas, primarily through an index based full-requirements Basic Gas Supply Service (BGSS) contract with PSE&G to meet the gas supply requirements of PSE&G's customers. The BGSS contract remains in effect unless terminated by either party with a two-year notice. Based upon the availability of natural gas, storage and pipeline capacity beyond PSE&G's daily needs, PSEG Power also sells gas and pipeline capacity to other counterparties under bilateral contracts. The performance obligation is primarily the delivery of gas which is satisfied over time. Revenue is recognized as gas is delivered or pipeline capacity is released.

PSEG LI Contract—PSEG LI has a contract with LIPA which generates revenues. PSEG LI's subsidiary, Long Island Electric Utility Servco, LLC (Servco) records costs which are recovered from LIPA and records the recovery of those costs as revenues when Servco is a principal in the transaction. In September 2025, the LIPA board of trustees approved a five-year extension of the contract. See Amended OSA below for further information.

Other Revenues from Contracts with Customers

PSEG Power has contracted to provide energy management and fuel procurement services for LIPA. Revenue is recognized over time as services are rendered. This agreement expired in December 2025.

Revenues Unrelated to Contracts with Customers

PSEG Power's revenues unrelated to contracts with customers include electric, gas and certain energy-related transactions accounted for in accordance with Derivatives and Hedging accounting guidance. See Note 15. Financial Risk Management Activities for further discussion.

Energy Holdings generates lease revenues which are recorded pursuant to lease accounting guidance.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Disaggregation of Revenues

	PSE&G	PSEG Power & Other (A)	Eliminations	Consolidated
		Millions		
Year Ended December 31, 2025				
Revenues from Contracts with Customers				
Electric Distribution	$ 4,858	$ —	$ —	$ 4,858
Gas Distribution	2,461	—	—	2,461
Transmission	1,779	—	—	1,779
Electricity and Related Product Sales				
Third-Party Sales	—	1,540	—	1,540
Sales to Affiliates	—	47	(47)	—
Gas Sales				
Third-Party Sales	—	353	—	353
Sales to Affiliates	—	1,060	(1,060)	—
Other Revenues from Contracts with Customers (B)	385	752	(5)	1,132
Total Revenues from Contracts with Customers	9,483	3,752	(1,112)	12,123
Revenues Unrelated to Contracts with Customers (C)	75	(30)	—	45
Total Operating Revenues	**$ 9,558**	**$ 3,722**	**$ (1,112)**	**$ 12,168**

	PSE&G	PSEG Power & Other (A)	Eliminations	Consolidated
		Millions		
Year Ended December 31, 2024				
Revenues from Contracts with Customers				
Electric Distribution	$ 3,977	$ —	$ —	$ 3,977
Gas Distribution	2,059	—	—	2,059
Transmission	1,754	—	—	1,754
Electricity and Related Product Sales				
Third-Party Sales	—	824	—	824
Sales to Affiliates	—	114	(114)	—
Gas Sales				
Third-Party Sales	—	206	—	206
Sales to Affiliates	—	846	(846)	—
Other Revenues from Contracts with Customers (B)	368	692	(6)	1,054
Total Revenues from Contracts with Customers	8,158	2,682	(966)	9,874
Revenues Unrelated to Contracts with Customers (C)	291	125	—	416
Total Operating Revenues	**$ 8,449**	**$ 2,807**	**$ (966)**	**$ 10,290**

	PSE&G	PSEG Power & Other (A)	Eliminations	Consolidated
		Millions		
Year Ended December 31, 2023				
Revenues from Contracts with Customers				
Electric Distribution	$ 3,494	$ —	$ —	$ 3,494
Gas Distribution	1,982	—	—	1,982
Transmission	1,673	—	—	1,673
Electricity and Related Product Sales				
Third-Party Sales	—	905	—	905
Sales to Affiliates	—	114	(114)	—
Gas Sales				
Third-Party Sales	—	206	—	206
Sales to Affiliates	—	984	(984)	—
Other Revenues from Contracts with Customers (B)	368	631	(5)	994
Total Revenues from Contracts with Customers	7,517	2,840	(1,103)	9,254
Revenues Unrelated to Contracts with Customers (C)	290	1,693	—	1,983
Total Operating Revenues	**$ 7,807**	**$ 4,533**	**$ (1,103)**	**$ 11,237**

(A) Includes revenues applicable to PSEG Power, PSEG LI and Energy Holdings.

(B) Includes primarily revenues from appliance repair services and the sale of solar renewable energy credits (SRECs) at auction at PSE&G. PSEG Power & Other includes PSEG LI's OSA with LIPA and PSEG Power's energy management fee with LIPA.

(C) Includes alternative revenues at PSE&G, including CIP, Green Program Recovery Charge (GPRC) and transmission over or under recoveries, which are authorized to be collected or refunded in the future periods, and derivative contracts and lease contracts at PSEG Power & Other.

Contract Balances

PSE&G

PSE&G did not have any material contract balances (rights to consideration for services already provided or obligations to provide services in the future for consideration already received) as of December 31, 2025 and 2024. Substantially all of PSE&G's accounts receivable and unbilled revenues result from contracts with customers that are priced at tariff rates. The allowance for credit losses represented approximately 12% and 13% of accounts receivable (including unbilled revenues) as of December 31, 2025 and 2024, respectively.

Accounts Receivable—Allowance for Credit Losses

PSE&G's accounts receivable, including unbilled revenues, is primarily comprised of utility customer receivables for the provision of electric and gas service and appliance services, and are reported on the balance sheet as gross outstanding amounts adjusted for an allowance for credit losses. The allowance for credit losses reflects PSE&G's best estimate of losses on the account balances. The allowance is based on PSE&G's projection of accounts receivable aging, historical experience, economic factors and other currently available evidence. PSE&G's electric bad debt expense is recoverable through its Societal Benefits Clause (SBC) mechanism.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

The following provides a reconciliation of PSE&G's allowance for credit losses for the years ended December 31, 2025 and 2024.

	Years Ended December 31, 2025	Years Ended December 31, 2024
	Millions	
Balance at Beginning of Year	$ 215	$ 283
Utility Customer and Other Accounts		
Provision	145	103
Write-offs, net of Recoveries of $42 million and $31 million for 2025 and 2024, respectively	(106)	(171)
Balance at End of Year	**$ 254**	**$ 215**

PSEG Power & Other

PSEG Power generally collects consideration upon satisfaction of performance obligations, and therefore, PSEG Power had no material contract balances as of December 31, 2025 and 2024.

PSEG Power's accounts receivable include amounts resulting from contracts with customers and other contracts which are out of scope of accounting guidance for revenues from contracts with customers. The majority of these accounts receivable are subject to master netting agreements. As a result, accounts receivable resulting from contracts with customers and receivables unrelated to contracts with customers are netted within Accounts Receivable and Accounts Payable on the Consolidated Balance Sheets.

PSEG Power's accounts receivable consist mainly of revenues from energy and ancillary services sold directly to ISOs and other counterparties. In the wholesale energy markets in which PSEG Power operates, payment for services rendered and products transferred are typically due within 30 days of delivery. As such, there is little credit risk associated with these receivables. PSEG Power did not record an allowance for credit losses for these receivables as of December 31, 2025 and 2024. PSEG Power monitors the status of its counterparties on an ongoing basis to assess whether there are any anticipated credit losses.

PSEG LI did not have any material contract balances as of December 31, 2025 and 2024.

Remaining Performance Obligations under Fixed Consideration Contracts

PSEG primarily records revenues as allowed by the guidance, which states that if an entity has a right to consideration from a customer in an amount that corresponds directly with the value to the customer of the entity's performance completed to date, the entity may recognize revenue in the amount to which the entity has a right to invoice. PSEG has future performance obligations under contracts with fixed consideration as follows:

Capacity Revenues from the PJM Annual Base Residual and Incremental Auctions—The Base Residual Auction is generally conducted annually three years in advance of the operating period. However, changes to capacity market rules have resulted in auction suspensions and delays so that recent auctions have been run closer in time to their operating periods. In July 2024 the results of the 2025/2026 auction were released, in July 2025 the results of the 2026/2027 auction were released and in December 2025 the results of the 2027/2028 auction were released. PSEG Power expects to realize the following average capacity prices resulting from the base and incremental auctions, including unit specific bilateral contracts for previously cleared capacity obligations.

Delivery Year	$ per MW-Day	MW Cleared
June 2025 to May 2026	$ 270	3,500
June 2026 to May 2027	$ 329	3,500
June 2027 to May 2028	$ 333	3,500

Amended OSA—PSEG LI has been operating LIPA's electric T&D system in Long Island, New York since 2014 under a 12-year OSA with LIPA that expired on December 31, 2025, with annual fixed and variable components. The fixed fee for the provision of services thereunder in 2025 was approximately $45 million. In December 2025, PSEG LI entered into a five-year extension of the

OSA ending on December 31, 2030. The fixed fee for the provision of services thereunder in 2026 and 2027 is approximately $43 million, escalating to approximately $47 million in 2028 and updated annually thereafter based on the change in the Consumer Price Index through the remainder of the contract. A competitor in the contract bidding process filed litigation against LIPA challenging the process. LIPA filed a motion to dismiss the competitor's claim as untimely, which was granted by the New York Supreme Court. The competitor filed an appeal in January 2026.

Note 3. Variable Interest Entity (VIE)

VIE for which PSEG LI is the Primary Beneficiary

PSEG LI consolidates Servco, a marginally capitalized VIE, which was created for the purpose of operating LIPA's T&D system in Long Island, New York as well as providing administrative support functions to LIPA. PSEG LI is the primary beneficiary of Servco because it directs the operations of Servco, the activity that most significantly impacts Servco's economic performance and it has the obligation to absorb losses of Servco that could potentially be significant to Servco. Such losses would be immaterial to PSEG.

Pursuant to the OSA, Servco's operating costs are paid entirely by LIPA, and therefore, PSEG LI's risk is limited related to the activities of Servco. PSEG LI has no current obligation to provide direct financial support to Servco. In addition to payment of Servco's operating costs as provided for in the OSA, PSEG LI receives an annual contract management fee. PSEG LI's annual contract management fee, in certain situations, could be partially offset by Servco's annual storm costs that are denied reimbursement by the Federal Emergency Management Agency, limited contingent liabilities and penalties for failing to meet certain performance metrics.

For transactions in which Servco acts as principal and controls the services provided to LIPA, such as transactions with its employees for labor and labor-related activities, including pension and OPEB-related transactions, Servco records revenues and the related pass-through expenditures separately in Operating Revenues and O&M Expense, respectively. In 2025, 2024 and 2023, Servco recorded $644 million, $592 million and $533 million, respectively, of O&M expense, the full reimbursement of which was reflected in Operating Revenues. For transactions in which Servco acts as an agent for LIPA, it records revenues and the related expenses on a net basis, resulting in no impact on PSEG's Consolidated Statement of Operations.

Note 4. Property, Plant and Equipment and Jointly-Owned Facilities

Information related to Property, Plant and Equipment as of December 31, 2025 and 2024 is detailed below:

	2025		2024	
		Millions		
PSE&G				
Electric Transmission	$	18,701	$	17,874
Electric Distribution		13,717		12,520
Gas Distribution and Transmission		13,350		12,536
Construction Work in Progress		1,233		1,132
Other		1,751		2,136
Total PSE&G	$	48,752	$	46,198
PSEG Power & Other				
Nuclear Production	$	3,615	$	3,649
Nuclear Fuel in Service		891		793
Construction Work in Progress		256		159
Other		406		408
Total PSEG Power & Other	$	5,168	$	5,009
Total	**$**	**53,920**	**$**	**51,207**

PSE&G and PSEG Power have ownership interests in and are responsible for providing their respective shares of the necessary financing for the following jointly-owned facilities to which they are a party. All amounts reflect PSE&G's or PSEG Power's share of the jointly-owned projects and the corresponding direct expenses are included in the Consolidated Statements of Operations as Operating Expenses.

		As of December 31,			
		2025		2024	
	Ownership Interest	Plant	Accumulated Depreciation	Plant	Accumulated Depreciation
			Millions		
PSE&G:					
Transmission Facilities	Various	$ 163	$ 75	$ 164	$ 72
PSEG Power:					
Nuclear Generating:					
Peach Bottom	50%	$ 1,450	$ 598	$ 1,420	$ 564
Salem	57%	$ 1,572	$ 656	$ 1,539	$ 601
Nuclear Support Facilities	Various	$ 186	$ 88	$ 180	$ 84
Other	14%	$ 1	$ —	$ 1	$ —

PSEG Power holds undivided ownership interests in the jointly-owned facilities above. PSEG Power is entitled to shares of the generating capability and output of each unit equal to its respective ownership interests. PSEG Power also pays its ownership share of additional construction costs, fuel inventory purchases and operating expenses. PSEG Power's share of expenses for the jointly-owned facilities is included in the appropriate expense category. Each owner is responsible for any financing with respect to its pro rata share of capital expenditures.

PSEG Power co-owns Salem and Peach Bottom with Constellation Energy Generation, LLC. PSEG Power is the operator of Salem and Constellation Energy Generation, LLC is the operator of Peach Bottom. A committee appointed by the co-owners provides oversight. Proposed O&M budgets and requests for major capital expenditures are reviewed and approved as part of the normal PSEG Power governance process.

Note 5. Regulatory Assets and Liabilities

PSE&G prepares its financial statements in accordance with GAAP for regulated utilities as described in Note 1. Organization, Basis of Presentation and Summary of Significant Accounting Policies. PSE&G has deferred certain costs based on rate orders issued by the BPU or FERC or based on PSE&G's experience with prior rate proceedings. Most of PSE&G's Regulatory Assets and Liabilities as of December 31, 2025 are supported by written orders, either explicitly or implicitly through the BPU's treatment of various cost items. These costs will be recovered and amortized over various future periods.

Regulatory Assets and other investments and costs incurred under our various infrastructure filings and clause mechanisms are subject to prudence reviews and can be disallowed in the future by regulatory authorities. To the extent that collection of any infrastructure or clause mechanism revenue, Regulatory Assets or payments of Regulatory Liabilities is no longer probable, the amounts would be charged or credited to income.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

PSE&G had the following Regulatory Assets and Liabilities:

	As of December 31, 2025	2024
	Millions	
Regulatory Assets		
Deferred Income Tax Regulatory Assets	$ 2,273	$ 2,012
Green Program Recovery Charges (GPRC)	1,593	1,251
Pension and OPEB Costs	1,213	1,330
Asset Retirement Obligations (ARO)	237	221
Clean Energy Future-Energy Cloud (CEF-EC)	206	233
Cost of Removal	184	195
Societal Benefits Clause (SBC)	182	211
Manufactured Gas Plant (MGP) Remediation Costs	179	210
New Jersey Clean Energy Program	145	145
Conservation Incentive Program (CIP)	127	261
COVID-19 Deferral	109	131
Remediation Adjustment Charge (RAC) (Other SBC)	101	102
Clean Energy Future-Electric Vehicles (CEF-EV)	92	51
2024 Distribution Base Rate Case Regulatory Assets (BRC)	85	108
Other	242	180
Total Regulatory Assets	**6,968**	**6,641**
Less: Current Regulatory Assets	**537**	**516**
Total Noncurrent Regulatory Assets	**$ 6,431**	**$ 6,125**

	As of December 31, 2025	2024
	Millions	
Regulatory Liabilities		
Deferred Income Tax Regulatory Liabilities	$ 2,317	$ 2,619
Gas Costs—Basic Gas Supply Service (BGSS)	118	145
Other	97	62
Total Regulatory Liabilities	**2,532**	**2,826**
Less: Current Regulatory Liabilities	**484**	**555**
Total Noncurrent Regulatory Liabilities	**$ 2,048**	**$ 2,271**

All Regulatory Assets and Liabilities are excluded from PSE&G's rate base unless otherwise noted. The Regulatory Assets and Liabilities in the table above are defined as follows:

- **ARO:** These costs represent the differences between rate-regulated cost of removal accounting and asset retirement accounting under GAAP. These costs will be recovered in future rates as assets are retired.
- **BRC:** Represents deferred costs, primarily comprised of storm costs incurred in the cleanup of major storms, approved for a five-year recovery pursuant to the 2024 Distribution Base Rate Case Settlement.
- **CEF-EC (AMI Meter Deployment):** In October 2024, the BPU approved recovery of PSE&G's CEF-EC capital and operating costs associated with its electric smart meter deployment program. Included in the approved recovery was the return on and of the capital investments in AMI meters and infrastructure, incremental operating costs of the program and stranded costs associated with the accelerated retirement of the non-AMI electric meters.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

- **CIP:** The CIP reduces the impact on electric and gas distribution revenues from changes in sales volumes and demand for most customers. The CIP provides for a true-up of current period revenue as compared to revenue established in PSE&G's most recent distribution base rate proceeding. Recovery under the CIP is subject to certain limitations, including an actual versus allowed return on equity test and ceilings on customer rate increases.
- **CEF-EV (Electric Vehicles):** In October 2024, the BPU approved recovery of PSE&G's CEF-EV capital and operating costs associated with its electric vehicle program, which provides incentives to customers related to EV charger installations. Included in the approved recovery was the return on and of PSE&G's capital investments and customer incentives, and recovery of incremental operating costs of the program, incurred through November 2024. The BPU also approved annual filings for recovery of future EV investments and costs associated with the program.
- **Cost of Removal:** PSE&G accrues and collects in rates for the cost of removing, dismantling and disposing of its electric distribution, electric transmission and gas distribution upon retirement. The Regulatory Asset or Liability for non-legally required cost of removal represents the difference between amounts collected in rates and costs actually incurred.
- **COVID-19 Deferral:** These amounts represent incremental costs related to COVID-19 as approved for recovery by the BPU over a five-year period starting June 1, 2025.
- **Deferred Income Tax Regulatory Assets:** These amounts relate to deferred income taxes arising from utility operations that have not been included in customer rates relating to depreciation, ITCs and other flowthrough items, including the accumulated deferred income taxes related to tax repair and mixed service cost deductions.

  As part of PSE&G's 2018 distribution base rate case settlement with the BPU and the establishment of the TAC mechanism, PSE&G agreed to a ten-year flowback to customers of its accumulated deferred income taxes from previously realized tax repair deductions which resulted in the recognition of a $581 million Regulatory Asset and Regulatory Liability as of September 30, 2018. In addition, PSE&G agreed to the current flowback of tax benefits from ongoing tax repair deductions which results in the recording of a Regulatory Asset upon flowback each year.

  As part of PSE&G's 2024 base rate case settlement with the BPU, PSE&G agreed to an additional five-year flowback to customers of its accumulated deferred income taxes from previously realized mixed service cost deductions which resulted in the recognition of a $509 million Regulatory Asset and Regulatory Liability as of September 30, 2024. In addition, PSE&G agreed to the current flowback of tax benefits from ongoing mixed service cost deductions which results in the recording of a Regulatory Asset upon flowback each year.

  For the years ended December 31, 2025, 2024 and 2023, PSE&G had provided $58 million, $81 million and $80 million, respectively, in current tax repair flowbacks to customers. The flowback of current mixed service costs commenced in January 2025 and was $22 million for the year ended December 31, 2025. The recovery and amortization of the tax repair and mixed service cost-related Deferred Income Tax Regulatory Assets is being recovered through the TAC regulatory mechanism.
- **Deferred Income Tax Regulatory Liabilities:** These liabilities primarily relate to amounts due to customers for excess deferred income taxes as a result of the reduction in the federal corporate income tax rate provided in the Tax Cuts and Jobs Act of 2017, and accumulated deferred income taxes from previously realized distribution-related tax repair and mixed service cost deductions. As part of its settlement with its regulators, PSE&G agreed to refund the excess deferred income taxes as follows:
  - Protected distribution-related excess deferred income taxes are being refunded to customers over the remaining useful lives of distribution property, plant and equipment through PSE&G's TAC mechanism. As of December 31, 2025, the balance remaining to be flowed back to customers was approximately $808 million.
  - Previously realized distribution-related tax repair deductions are being refunded to customers over ten years through PSE&G's TAC mechanism. As of December 31, 2025, the balance remaining to be flowed back to customers was approximately $232 million through 2028.
  - Previously realized distribution-related mixed service cost deductions are being refunded to customers over five years through PSE&G's TAC mechanism. As of December 31, 2025, the balance to be flowed back to customers was approximately $266 million through 2029.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

  - Protected transmission-related excess deferred income taxes are being refunded to customers over the remaining useful life of transmission property, plant and equipment through PSE&G's transmission formula rate mechanism. As of December 31, 2025, the balance remaining to be flowed back to customers was approximately $926 million.

- **Gas Costs—BGSS:** These costs represent the over or under recovered amounts associated with BGSS, pursuant to processes approved by the BPU. Pursuant to BPU requirements, PSE&G serves as the supplier of last resort for gas customers within its service territory that are not served by another supplier. Pricing for those services are set by the BPU as a pass-through, resulting in no margin for PSE&G's operations. Over or under collected balances are returned or recovered through an annual filing. Interest is accrued only on over recovered balances.
- **GPRC:** PSE&G files an annual GPRC petition with the BPU for recovery of amounts associated with the BPU Board-approved energy efficiency (EE) and solar (renewable) energy (RE) programs that include a return on and of investments and capital assets, as well as recovery for deferred expenses and incremental costs. The GPRC investment program component is recovered over the lives of the underlying investments and capital assets which range from five to twenty years.

  The approved GPRC components receiving recovery for the return on and of investments include: Carbon Abatement, Energy Efficiency Economic Stimulus Program (EEE), EEE Extension Program, EEE Extension II Program, Solar Generation Investment Program (Solar 4 All®), Solar 4 All® Extension, Solar 4 All® Extension II, Solar Loan II Program, Solar Loan III Program, EE 2017 Program, Clean Energy Future–Energy Efficiency (CEF-EE) and CEF-EE-II.

  In addition, the GPRC components receiving cost recovery for deferred expenses include: the Transition Renewable Energy Certificate Program, Community Solar Energy Program and the Successor Solar Incentive Program.

  The Regulatory Asset balances represent the deferred investment and related undercollected balances with a Regulatory Liability recorded for any overrecovered balance. Interest is accrued monthly on any over-or under- recovered balances. Amortization of deferred investment and expenses are recorded in O&M expense. The capital asset portion of GPRC investments primarily in company-owned solar facilities is included in Property, Plant and Equipment, with depreciation recorded in Depreciation and Amortization Expense.
- **MGP Remediation Costs:** Represents the low end of the range for the remaining environmental investigation and remediation program cleanup costs for MGPs that are probable of recovery in future rates. Once these costs are incurred, they are recovered through the RAC in the SBC over a seven year period with interest.
- **New Jersey Clean Energy Program:** The BPU approved future funding requirements for EE and RE Programs. The BPU funding requirements are recovered through the SBC.
- **Pension and OPEB Costs:** PSE&G records the unrecognized costs for defined benefit pension and other OPEB plans on the balance sheet as Regulatory Assets pursuant to the adoption of accounting guidance for employers' defined benefit pension and OPEB plans, and relevant BPU orders. These costs represent net actuarial gains or losses and prior service costs which have not been expensed. These costs are amortized and recovered in future rates.
- **RAC (Other SBC):** Costs incurred to clean up MGPs which are recovered over seven years with interest through an annual filing.
- **SBC:** The SBC, as authorized by the BPU and the New Jersey Electric Discount and Energy Competition Act, includes costs related to PSE&G's electric and gas business as follows: (1) the Universal Service Fund; (2) EE & RE Programs; (3) Electric bad debt expense; and (4) the RAC for incurred MGP remediation expenditures. Over or under recovered balances with interest are to be returned or recovered through an annual filing.

Significant 2025 regulatory orders received and currently pending rate filings with the BPU or FERC by PSE&G are as follows:

- **BGSS—**In April 2025, the BPU gave final approval to PSE&G's BGSS rate of approximately 33 cents per therm, which was effective on October 1 2024.

  In May 2025, PSE&G made its annual filing with the BPU requesting an increase to its BGSS rate to approximately 36 cents per therm, effective October 1, 2025. This matter is pending.

Under BGSS Orders issued by the BPU, New Jersey gas distribution companies (GDCs) may self-implement a rate increase resulting in no more than a 5% bill increase effective December 1 of the current year, and February 1 of the following year, with one month's advance notice to the BPU and New Jersey Rate Counsel, and implement a decrease in its BGSS rate at any time during the year upon five days' notice to the BPU and New Jersey Rate Counsel. On December 1, 2025, in compliance with the BGSS Orders, PSE&G self-implemented a BGSS increase from approximately 33 cents per therm to approximately 36 cents per therm, resulting in an approximate 3% bill increase.

- **Clean Energy Future-Electric Vehicles (CEF-EV)**—In January 2026, PSE&G filed an updated cost recovery petition to recover $8 million annually in electric base rates effective April 1, 2026. This filing requests the return on and of investment for CEF-EV electric investments placed in service through December 31, 2025. This matter is pending.
- **CIP**—In February 2025, the BPU gave final approval to provisional electric CIP rates which were effective August 1, 2024.

  In May 2025, the BPU gave final approval to the provisional gas CIP rates which were effective October 1, 2024.

  In December 2025, the BPU approved on a provisional basis, PSE&G's annual gas CIP petition recover deficient gas revenues of approximately $97 million effective January 1, 2026, based on the 12-month period ending September 2025.

  In January 2026, the BPU gave final approval to the provisional electric CIP rates recovering annual deficient electric revenues of approximately $65 million. The provisional rate was effective June 1, 2025.
- ***Electric Generation/Capacity Cost Deferral (EGCCD)***—In June 2025, the BPU approved an Order authorizing PSE&G to provide a $30 credit to each residential electric customer's monthly bill for the two-month period July through August 2025. For the six-month period September 2025 through February 2026, PSE&G is applying a charge to each residential electric customer's monthly bill of $10. Similar orders were issued to all other New Jersey Electric Distribution Companies (EDCs) and were as a result of state regulators' concern about electric bill increases this summer, which the BPU attributed to the increasing demand for power and a lack of sufficient new generation resources, which led to significant price increases in the 2025/2026 PJM capacity auction.
- **Gas System Modernization Program II Extension (GSMP II Ext)**—In July 2025, the BPU approved PSE&G's updated GSMP II Ext petition to recover $49 million annually in gas base rates effective August 1, 2025. The approved gas revenue increase represents the return on and of actual GSMP II Ext investments placed in service through April 30, 2025.

  In November 2025, PSE&G updated its GSMP II Ext cost recovery petition seeking BPU approval to recover in gas base rates an annual revenue increase of $23 million effective February 1, 2026. This filing requests the return on and of investment for GSMP II Ext gas investments placed in service through October 31, 2025. This matter is pending.
- **Green Program Recovery Charges (GPRC)**—In May 2025, the BPU approved PSE&G's updated 2024 cost recovery petition for annual electric and gas revenue increases of $54 million and $22 million, respectively.

  In June 2025, PSE&G filed its 2025 GPRC cost recovery petition requesting BPU approval for recovery of increases of $207 million and $24 million in annual electric and gas revenues, respectively. This matter is pending.
- **Infrastructure Advancement Program (IAP)**—In April 2025, the BPU approved PSE&G's updated cost recovery petition to recover in electric and gas base rates an annual revenue increase of approximately $6 million and $3 million, respectively, effective May 1, 2025. This increase represents the return of and on investment for IAP electric investments in service through January 31, 2025.

  In January 2026, PSE&G filed an updated IAP cost recovery petition seeking BPU approval to recover in electric and gas base rates an annual revenue increase of $10 million and $4 million, respectively, effective April 1, 2026. This increase represents the return of and on IAP investments in service through December 31, 2025. This matter is pending.
- **RAC**—In January 2025, the BPU approved PSE&G's RAC 30 petition approving recovery of approximately $56 million of net MGP expenditures incurred from August 1, 2021 through July 31, 2022, with new rates effective February 15, 2025.

- **Tax Adjustment Credit (TAC)**—In October 2025, PSE&G submitted its annual 2025 TAC filing requesting a reduction to the tax benefits being flowed back to customers, which would result in an increase to annual electric and gas revenues by approximately $15 million and $10 million, respectively. This matter is pending.
- **Transmission Formula Rates**—In June 2025, in accordance with its transmission formula protocols, PSE&G filed with the FERC its 2024 true-up adjustment relating to its transmission formula rates in effect for calendar year 2024. The June 2025 true-up filing resulted in an approximate $28 million increase in the 2024 revenue requirement from the revenue requirement amount contained in the forecast filing. PSE&G previously recognized the majority of the increased revenue in 2024.

  In October 2025, PSE&G filed its annual transmission formula rate update with FERC, which will result in an approximate $82 million increase in its annual transmission revenue effective January 1, 2026, subject to true-up.
- **ZEC Program**—In August 2025, the BPU approved the final ZEC price of $10 per MWh for the Energy Year ended May 31, 2025. As a result, PSE&G purchased approximately $164 million of ZECs including interest, from the eligible nuclear plants selected by the BPU with the final payment made in August 2025. As a result of the collections and required ZEC payments, there were overcollected revenues totaling $5.5 million, including interest. In January 2026, the BPU directed PSE&G to eliminate its ZEC tariff rate, effective February 1, 2026 and for PSE&G to apply the overcollected ZEC revenue balance into the USF component of PSE&G's SBC clause.

Note 6. Leases

As of December 31, 2025, PSEG and its subsidiaries were both a lessee and a lessor in operating leases.

Lessee

PSE&G

PSE&G has operating leases for office space for customer service centers, rooftops and land for its Solar 4 All® facilities, equipment, vehicles and land for certain electric substations. These leases have remaining lease terms through 2044, some of which include options to extend the leases for up to four 5-year terms or one 10-year term; and two include options to extend the leases for one 45-year and one 48-year term, respectively. Some leases have fixed rent payments that have escalations based on certain indices, such as the CPI. Certain leases contain variable payments.

PSEG Power & Other

PSEG Power has operating leases for buildings and equipment. These leases have remaining terms through 2030, one of which has fixed rent payments that has escalations based on the CPI. One lease contains variable payments.

Services has operating leases for real estate and office equipment. These leases have remaining terms through 2030. Services' lease for its headquarters, which ends in 2030, includes options to extend for two 5-year terms.

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Operating Lease Costs

The following amounts relate to total operating lease costs, including both amounts recognized in the Consolidated Statements of Operations during the years ended December 31, 2025, 2024 and 2023 and any amounts capitalized as part of the cost of another asset, and the cash flows arising from lease transactions.

	PSE&G	PSEG Power & Other	Total
		Millions	
Operating Lease Costs			
Year Ended December 31, 2025			
Long-term Lease Costs	$ 48	$ 15	$ 63
Short-term Lease Costs	17	3	20
Variable Lease Costs	2	12	14
Total Operating Lease Costs	**$ 67**	**$ 30**	**$ 97**
Year Ended December 31, 2025			
Cash Paid for Amounts Included in the Measurement of Operating Lease Liabilities	$ 19	$ 16	$ 35
Weighted Average Remaining Lease Term in Years	8	5	7
Weighted Average Discount Rate	4.0%	4.2%	4.1%

	PSE&G	PSEG Power & Other	Total
		Millions	
Operating Lease Costs			
Year Ended December 31, 2024			
Long-term Lease Costs	$ 43	$ 15	$ 58
Short-term Lease Costs	21	3	24
Variable Lease Costs	2	11	13
Total Operating Lease Costs	**$ 66**	**$ 29**	**$ 95**
Year Ended December 31, 2024			
Cash Paid for Amounts Included in the Measurement of Operating Lease Liabilities	$ 20	$ 17	$ 37
Weighted Average Remaining Lease Term in Years	9	6	7
Weighted Average Discount Rate	4.0%	4.2%	4.1%

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

	PSE&G	PSEG Power & Other	Total
		Millions	
Operating Lease Costs			
Year Ended December 31, 2023			
Long-term Lease Costs	$ 34	$ 19	$ 53
Short-term Lease Costs	21	6	27
Variable Lease Costs	2	13	15
Total Operating Lease Costs	**$ 57**	**$ 38**	**$ 95**
Year Ended December 31, 2023			
Cash Paid for Amounts Included in the Measurement of Operating Lease Liabilities	$ 17	$ 17	$ 34
Weighted Average Remaining Lease Term in Years	10	7	8
Weighted Average Discount Rate	4.0%	4.2%	4.1%

Operating lease liabilities as of December 31, 2025 had the following maturities on an undiscounted basis:

	PSE&G	PSEG Power & Other	Total
		Millions	
2026	$ 18	$ 16	$ 34
2027	15	16	31
2028	11	16	27
2029	10	16	26
2030	10	12	22
Thereafter	39	—	39
Total Minimum Lease Payments	**$ 103**	**$ 76**	**$ 179**

The following is a reconciliation of the undiscounted cash flows to the discounted Operating Lease Liabilities recognized on the Consolidated Balance Sheets:

		As of December 31, 2025	
	PSE&G	PSEG Power & Other	Total
		Millions	
Undiscounted Cash Flows	$ 103	$ 76	$ 179
Reconciling Amount due to Discount Rate	(16)	(7)	(23)
Total Discounted Operating Lease Liabilities	**$ 87**	**$ 69**	**$ 156**
		As of December 31, 2024	
	PSE&G	**PSEG Power & Other**	**Total**
		Millions	
Undiscounted Cash Flows	$ 116	$ 94	$ 210
Reconciling Amount due to Discount Rate	(18)	(11)	(29)
Total Discounted Operating Lease Liabilities	**$ 98**	**$ 83**	**$ 181**

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

As of December 31, 2025, the current portions of Operating Lease Liabilities included in Other Current Liabilities were $28 million and $14 million for PSEG and PSE&G, respectively. As of December 31, 2024, the current portions of Operating Lease Liabilities included in Other Current Liabilities were $29 million and $15 million for PSEG and PSE&G, respectively.

Lessor

PSEG Power & Other

Energy Holdings is the lessor in leveraged leases. See Note 7. Long-Term Investments and Note 8. Financing Receivables.

Energy Holdings is the lessor in an operating lease for a domestic energy generation facility with a remaining term through 2036. As of December 31, 2025, Energy Holdings' property subject to this lease had a total carrying value of $9 million.

In March 2023, Energy Holdings completed the sale of one of its domestic energy generating facilities and recorded an immaterial pre-tax gain. In December 2023, Energy Holdings completed the sale of its real estate assets and recorded an immaterial pre-tax gain.

A wholly owned subsidiary of PSEG Power is the lessor in an operating lease for certain parcels of land with terms through 2050, plus five optional renewal periods of ten years.

The following is the operating lease income for the years ended December 31, 2025, 2024 and 2023:

	Years ended December 31,		
Operating Lease Income	**2025**	**2024**	**2023**
		Millions	
Fixed Lease Income	$ 14	$ 14	$ 24
Variable Lease Income	—	—	—
Total Operating Lease Income	**$ 14**	**$ 14**	**$ 24**

Operating leases had the following minimum future fixed lease receipts as of December 31, 2025:

	Millions
2026	$ 14
2027	14
2028	14
2029	14
2030	14
Thereafter	94
Total Minimum Future Lease Receipts	**$ 164**

Note 7. Long-Term Investments

Long-Term Investments as of December 31, 2025 and 2024 included the following:

	As of December 31, 2025	2024
	Millions	
PSE&G		
CEF-EE II On-Bill Repayment (OBR) Program (A)	$ 131	$ —
Life Insurance and Supplemental Benefits	59	67
Solar Loans	9	23
PSEG Power & Other		
Lease Investments	138	150
Equity Method Investments (B)	26	21
Other	9	2
Total Long-Term Investments	**$ 372**	**$ 263**

(A) As part of the CEF–EE II OBR program, PSE&G provides funding to customers to upgrade equipment to increase energy efficiency. See Note 8. Financing Receivables for more information on the OBR program.

(B) During the years ended December 31, 2025, 2024, and 2023 there were no dividends from these investments.

Leases

Energy Holdings, through its indirect subsidiaries, has investments in assets subject primarily to leveraged lease accounting. A leveraged lease is typically comprised of an investment by an equity investor and debt provided by a third-party debt investor. The debt is recourse only to the assets subject to lease and is not included on PSEG's Consolidated Balance Sheets. As an equity investor, Energy Holdings' equity investments in the leases are comprised of the total expected lease receivables over the lease terms, reduced for any income not yet earned on the leases. This amount is included in Long-Term Investments on PSEG's Consolidated Balance Sheets. The more rapid depreciation of the leased property for tax purposes creates tax cash flow that will be repaid to the taxing authority in later periods. As such, the liability for such taxes due is recorded in Deferred Income Taxes on PSEG's Consolidated Balance Sheets.

Leveraged leases outstanding as of December 31, 2025 commenced in or prior to 2000. The following table shows Energy Holdings' gross and net lease investment:

	As of December 31, 2025	2024
	Millions	
Lease Receivables (net of Non-Recourse Debt)	$ 178	$ 200
Estimated Residual Value of Leased Assets	—	—
Total Investment in Rental Receivables	178	200
Unearned and Deferred Income	(40)	(50)
Gross Investments in Leases	138	150
Deferred Tax Liabilities	(31)	(33)
Net Investments in Leases	**$ 107**	**$ 117**

The pre-tax income and income tax effects related to investments in leases were immaterial for the years ended December 31, 2025, 2024 and 2023.

Note 8. Financing Receivables

PSE&G

OBR Program

As part of the CEF–EE II OBR program that began in 2025, PSE&G provides funding to customers to upgrade equipment to increase energy efficiency. The OBR program allows customers to repay their portion of costs for equipment upgrades over time directly through their PSE&G bill. The terms of these agreements can be five, seven or ten years. Customers must meet acceptable credit standards to participate in the program. As of December 31, 2025, there have been no defaults under the OBR program; however, in the event a default, amounts would be recovered through a regulatory recovery mechanism. Therefore, no current credit losses have been recorded for the OBR program. A substantial portion of these amounts are noncurrent and reported in Long-Term Investments on PSEG's and PSE&G's Consolidated Balance Sheets. The following table reflects the outstanding amounts by class of customer.

Outstanding OBR Loans by Class of Customers	As of December 31, 2025
	Millions
Commercial/Industrial	$ 17
Residential	128
Total	145
Current Portion (included in Accounts Receivable)	(14)
Noncurrent Portion (included in Long-Term Investments)	**$ 131**

Payments on all outstanding loans were current as of December 31, 2025 and have an average remaining life of approximately 7 years.

Solar Loan Program

PSE&G's Solar Loan Programs are designed to help finance the installation of solar power systems throughout its electric service area. Interest income on the loans is recorded on an accrual basis. The loans are paid back with SRECs generated from the related installed solar electric system. PSE&G uses collection experience as a credit quality indicator for its Solar Loan Programs and conducted a comprehensive credit review for all borrowers. As of December 31, 2025, none of the solar loans were impaired; however, in the event a loan becomes impaired, the basis of the solar loan would be recovered through a regulatory recovery mechanism. Therefore, no current credit losses have been recorded for Solar Loan Programs I, II and III. The following table reflects the outstanding loans by class of customer, none of which would be considered "non-performing."

Outstanding Solar Loans by Class of Customers	As of December 31, 2025	As of December 31, 2024
	Millions	
Commercial/Industrial	$ 19	$ 38
Residential	1	2
Total	20	40
Current Portion (included in Accounts Receivable)	(11)	(17)
Noncurrent Portion (included in Long-Term Investments)	**$ 9**	**$ 23**

The solar loans originated under the remaining Solar Loan Programs are comprised as follows:

Programs	Balance as of December 31, 2025	Funding Provided	Residential Loan Term	Non-Residential Loan Term
	Millions			
Solar Loan II	9	prior to 2015	10 years	15 years
Solar Loan III	11	prior to 2022	10 years	10 years
Total	**$ 20**			

The average life of loans paid in full is 8 years, which is lower than the loan terms of 10 to 15 years due to the generation of SRECs being greater than expected and/or cash payments made to the loan. Payments on all outstanding loans were current as of December 31, 2025 and have an average remaining life of approximately 2 years. There are no remaining residential loans outstanding under the Solar Loan I and II programs.

Energy Holdings

Energy Holdings had net investments in assets subject to leveraged lease accounting of $107 million as of December 31, 2025 and $117 million as of December 31, 2024 (see Note 7. Long-Term Investments).

The corresponding receivables associated with the lease portfolio are reflected as follows, net of non-recourse debt. The ratings in the table represent the ratings of the entities providing payment assurance to Energy Holdings.

Counterparties' Standard & Poor's (S&P) Credit Rating as of December 31, 2025	Lease Receivables, Net of Non-Recourse Debt As of December 31, 2025
	Millions
AA	$ 6
A-	172
Total	**$ 178**

PSEG recorded no credit losses for the leveraged leases existing on December 31, 2025. Upon the occurrence of certain defaults, indirect subsidiaries of Energy Holdings would exercise their rights and seek recovery of their investments, potentially including stepping into the lease directly to protect their investments. While these actions could ultimately protect or mitigate the loss of value, they could require the use of significant capital and trigger certain material tax obligations which could, for certain leases, wholly or partially be mitigated by tax indemnification claims against the counterparty. A bankruptcy of a lessee would likely delay and potentially limit any efforts on the part of the lessors to assert their rights upon default and could delay the monetization of claims.

Note 9. Trust Investments

NDT Fund

In accordance with NRC regulations, entities owning an interest in nuclear generating facilities are required to determine the costs and funding methods necessary to decommission such facilities upon termination of operation. As a general practice, each nuclear owner places funds in independent external trust accounts it maintains to provide for decommissioning. PSEG Power is required to file biennial reports with the NRC demonstrating that its NDT Fund meets the formula-based minimum NRC funding requirements. Any funding shortfalls are required to be cured prior to the next NDT reporting period. PSEG Power does not currently expect to be required to provide supplemental funding of the NDT Fund. PSEG Power maintains an external master NDT to fund its share of decommissioning costs for its five nuclear facilities upon their respective termination of operation. The trust contains two separate funds: a qualified fund and a non-qualified fund. Section 468A of the Internal Revenue Code limits the amount of money that can be contributed into a qualified fund. PSEG Power's share of decommissioning costs related to its five nuclear units was estimated to be between $3.6 billion and $3.8 billion, including contingencies. The liability for decommissioning recorded on a discounted basis as of December 31, 2025 was approximately $1 billion and is included in the ARO. The funds are managed by third-party investment managers who operate under investment guidelines developed by PSEG Power.

The following tables show the fair values and gross unrealized gains and losses for the securities held in the NDT Fund.

	As of December 31, 2025			
	Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value
	Millions			
Equity Securities				
Domestic	$ 544	$ 397	$ (9)	$ 932
International	452	180	(9)	623
Total Equity Securities	996	577	(18)	1,555
Available-for-Sale Debt Securities				
Government	849	6	(65)	790
Corporate	581	7	(19)	569
Total Available-for-Sale Debt Securities	1,430	13	(84)	1,359
Total NDT Fund Investments (A)	**$ 2,426**	**$ 590**	**$ (102)**	**$ 2,914**

(A) The NDT Fund Investments table excludes cash and foreign currency of $1 million as of December 31, 2025, which is part of the NDT Fund.

	As of December 31, 2024			
	Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value
	Millions			
Equity Securities				
Domestic	$ 508	$ 393	$ (9)	$ 892
International	419	98	(29)	488
Total Equity Securities	927	491	(38)	1,380
Available-for-Sale Debt Securities				
Government	853	1	(91)	763
Corporate	531	3	(31)	503
Total Available-for-Sale Debt Securities	1,384	4	(122)	1,266
Total NDT Fund Investments (A)	**$ 2,311**	**$ 495**	**$ (160)**	**$ 2,646**

(A) The NDT Fund Investments table excludes cash and foreign currency of $24 million as of December 31, 2024, which is part of the NDT Fund.

Net unrealized gains (losses) on debt securities of $(41) million (after-tax) were included in Accumulated Other Comprehensive Loss (AOCL) on PSEG's Consolidated Balance Sheet as of December 31, 2025. The portion of net unrealized gains (losses) recognized during 2025 related to equity securities still held at the end of December 31, 2025 was $270 million.

The amounts in the preceding tables do not include receivables and payables for NDT Fund transactions which have not settled at the end of each period. Such amounts are included in Accounts Receivable and Accounts Payable on the Consolidated Balance Sheets as shown in the following table.

	As of December 31,	
	2025	2024
	Millions	
Accounts Receivable	$ 23	$ 18
Accounts Payable	$ 16	$ 5

The following table shows the value of securities in the NDT Fund that have been in an unrealized loss position for less than and greater than 12 months.

	As of December 31, 2025				As of December 31, 2024			
	Less Than 12 Months		Greater Than 12 Months		Less Than 12 Months		Greater Than 12 Months	
	Fair Value	Gross Unrealized Losses	Fair Value	Gross Unrealized Losses	Fair Value	Gross Unrealized Losses	Fair Value	Gross Unrealized Losses
	Millions							
Equity Securities (A)								
Domestic	$ 134	$ (8)	$ 4	$ (1)	$ 73	$ (8)	$ 4	$ (1)
International	37	(4)	22	(5)	126	(19)	22	(10)
Total Equity Securities	171	(12)	26	(6)	199	(27)	26	(11)
Available-for-Sale Debt Securities								
Government (B)	85	(1)	359	(64)	295	(7)	382	(84)
Corporate (C)	54	(1)	167	(18)	119	(2)	227	(29)
Total Available-for-Sale Debt Securities	139	(2)	526	(82)	414	(9)	609	(113)
NDT Trust Investments	**$ 310**	**$ (14)**	**$ 552**	**$ (88)**	**$ 613**	**$ (36)**	**$ 635**	**$ (124)**

(A) Equity Securities—Investments in marketable equity securities within the NDT Fund are primarily in common stocks within a broad range of industries and sectors. Unrealized gains and losses on these securities are recorded in Net Income.

(B) Debt Securities (Government)—Unrealized gains and losses on these securities are recorded in Accumulated Other Comprehensive Income (Loss). The unrealized losses on PSEG Power's NDT investments in U.S. Treasury obligations and Federal Agency mortgage-backed securities were caused by interest rate changes. PSEG Power also has investments in municipal bonds. It is not expected that these securities will settle for less than their amortized cost. PSEG Power does not intend to sell these securities nor will it be more-likely-than-not required to sell before recovery of their amortized cost. PSEG Power did not recognize credit losses for U.S. Treasury obligations and Federal Agency mortgage-backed securities because these investments are guaranteed by the U.S. government or an agency of the U.S. government. PSEG Power did not recognize credit losses for municipal bonds because they are primarily investment grade securities.

(C) Debt Securities (Corporate)—Unrealized gains and losses on these securities are recorded in Accumulated Other Comprehensive Income (Loss). Unrealized losses were due to market declines. It is not expected that these securities would settle for less than their amortized cost. PSEG Power does not intend to sell these securities nor will it be more-likely-than-not required to sell before recovery of their amortized cost. PSEG Power did not recognize credit losses for corporate bonds because they are primarily investment grade securities.

The proceeds from the sales of and the net gains (losses) on securities in the NDT Fund were:

	Years Ended December 31,		
	2025	2024	2023
	Millions		
Proceeds from Sales (A)	**$ 1,349**	**$ 1,504**	**$ 1,685**
Net Realized Gains (Losses):			
Gross Realized Gains	$ 172	$ 132	$ 142
Gross Realized Losses	(90)	(54)	(100)
Net Realized Gains (Losses) on NDT Fund (B)	**82**	**78**	**42**
Net Unrealized Gains (Losses) on Equity Securities	106	47	146
Net Gains (Losses) on NDT Fund Investments	**$ 188**	**$ 125**	**$ 188**

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(A) Includes activity in accounts related to the liquidation of funds being transitioned within the trust.

(B) The cost of these securities was determined on the basis of specific identification.

The NDT Fund debt securities held as of December 31, 2025 had the following maturities:

Time Frame	Fair Value
	Millions
Less than one year	$ 16
1 - 5 years	371
6 - 10 years	257
11 - 15 years	72
16 - 20 years	110
Over 20 years	533
Total NDT Available-for-Sale Debt Securities	**$ 1,359**

PSEG Power periodically assesses individual debt securities whose fair value is less than amortized cost to determine whether the investments are impaired. For these securities, management considers its intent to sell or requirement to sell a security prior to expected recovery. In those cases where a sale is expected, any impairment would be recorded through earnings. For fixed income securities where there is no intent to sell or likely requirement to sell, management evaluates whether credit loss is a component of the impairment. If so, that portion is recorded through earnings while the noncredit loss component is recorded through Accumulated Other Comprehensive Income (Loss). Any subsequent recoveries of the noncredit loss component of the impairment would be recorded through Accumulated Other Comprehensive Income (Loss). Any subsequent recoveries of the credit loss component would be recognized through earnings. The assessment of fair market value compared to cost is applied on a weighted average basis taking into account various purchase dates and initial cost of the securities.

Rabbi Trust

PSEG maintains certain unfunded nonqualified benefit plans to provide supplemental retirement and deferred compensation benefits to certain key employees. Certain assets related to these plans have been set aside in a grantor trust commonly known as a “Rabbi Trust.”

The following tables show the fair values, gross unrealized gains and losses and amortized cost basis for the securities held in the Rabbi Trust.

	As of December 31, 2025			
	Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value
	Millions			
Domestic Equity Securities	$ 8	$ 9	$ —	$ 17
Available-for-Sale Debt Securities				
Government	102	—	(18)	84
Corporate	69	—	(8)	61
Total Available-for-Sale Debt Securities	171	—	(26)	145
Total Rabbi Trust Investments	**$ 179**	**$ 9**	**$ (26)**	**$ 162**

	As of December 31, 2024			
	Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value
	Millions			
Domestic Equity Securities	$ 8	$ 9	$ —	$ 17
Available-for-Sale Debt Securities				
Government	105	—	(22)	83
Corporate	76	—	(11)	65
Total Available-for-Sale Debt Securities	181	—	(33)	148
Total Rabbi Trust Investments	**$ 189**	**$ 9**	**$ (33)**	**$ 165**

Net unrealized gains (losses) on debt securities of $(18) million (after-tax) were included in AOCL on PSEG's Consolidated Balance Sheet as of December 31, 2025. The portion of net unrealized gains (losses) recognized during 2025 related to equity securities still held at the end of December 31, 2025 was approximately $1 million.

The amounts in the preceding tables do not include receivables and payables for Rabbi Trust Fund transactions which have not settled at the end of each period. Such amounts were immaterial as of December 31, 2025 and 2024.

The following table shows the value of securities in the Rabbi Trust Fund that have been in an unrealized loss position for less than and greater than 12 months:

	As of December 31, 2025				As of December 31, 2024			
	Less Than 12 Months		Greater Than 12 Months		Less Than 12 Months		Greater Than 12 Months	
	Fair Value	Gross Unrealized Losses	Fair Value	Gross Unrealized Losses	Fair Value	Gross Unrealized Losses	Fair Value	Gross Unrealized Losses
	Millions							
Available-for-Sale Debt Securities								
Government (A)	$ 1	$ —	$ 68	$ (18)	$ 10	$ —	$ 71	$ (22)
Corporate (B)	4	—	41	(8)	11	—	49	(11)
Total Available-for-Sale Debt Securities	5	—	109	(26)	21	—	120	(33)
Rabbi Trust Investments	**$ 5**	**$ —**	**$ 109**	**$ (26)**	**$ 21**	**$ —**	**$ 120**	**$ (33)**

(A) Debt Securities (Government)—Unrealized gains and losses on these securities are recorded in Accumulated Other Comprehensive Income (Loss). The unrealized losses on PSEG's Rabbi Trust investments in U.S. Treasury obligations and Federal Agency mortgage-backed securities were caused by interest rate changes. PSEG also has investments in municipal bonds. It is not expected that these securities will settle for less than their amortized cost. PSEG does not intend to sell these securities nor will it be more-likely-than-not required to sell before recovery of their amortized cost. PSEG did not recognize credit losses for U.S. Treasury obligations and Federal Agency mortgage-backed securities because these investments are guaranteed by the U.S. government or an agency of the U.S. government. PSEG did not recognize credit losses for municipal bonds because they are primarily investment grade securities.

(B) Debt Securities (Corporate)—Unrealized gains and losses on these securities are recorded in Accumulated Other Comprehensive Income (Loss). Unrealized losses were due to market declines. It is not expected that these securities would settle for less than their amortized cost. PSEG does not intend to sell these securities nor will it be more-likely-than-not required to sell before recovery of their amortized cost. PSEG did not recognize credit losses for corporate bonds because they are primarily investment grade.

The proceeds from the sales of and the net gains (losses) on securities in the Rabbi Trust Fund were:

	Years Ended December 31, 2025	2024	2023
	Millions		
Proceeds from Rabbi Trust Sales	**$ 29**	**$ 33**	**$ 29**
Net Realized Gains (Losses):			
Gross Realized Gains	$ 2	$ 3	$ 5
Gross Realized Losses	(2)	(2)	(6)
Net Realized Gains (Losses) on Rabbi Trust (A)	**—**	**1**	**(1)**
Net Unrealized Gains (Losses) on Equity Securities	1	1	2
Net Gains (Losses) on Rabbi Trust Investments	**$ 1**	**$ 2**	**$ 1**

(A) The cost of these securities was determined on the basis of specific identification.

The Rabbi Trust debt securities held as of December 31, 2025 had the following maturities:

Time Frame	Fair Value
	Millions
Less than one year	$ 5
1 - 5 years	30
6 - 10 years	19
11 - 15 years	11
16 - 20 years	16
Over 20 years	64
Total Rabbi Trust Available-for-Sale Debt Securities	**$ 145**

PSEG periodically assesses individual debt securities whose fair value is less than amortized cost to determine whether the investments are considered to be impaired. For these securities, management considers its intent to sell or requirement to sell a security prior to expected recovery. In those cases where a sale is expected, any impairment would be recorded through earnings. For fixed income securities where there is no intent to sell or likely requirement to sell, management evaluates whether credit loss is a component of the impairment. If so, that portion is recorded through earnings while the noncredit loss component is recorded through Accumulated Other Comprehensive Income (Loss). Any subsequent recoveries of the noncredit loss component of the impairment would be recorded through Accumulated Other Comprehensive Income (Loss). Any subsequent recoveries of the credit loss component would be recognized through earnings. The assessment of fair market value compared to cost is applied on a weighted average basis taking into account various purchase dates and initial cost of the securities.

The fair value of the Rabbi Trust related to PSEG and PSE&G are detailed as follows:

	As of December 31, 2025	As of December 31, 2024
	Millions	
PSE&G	$ 29	$ 30
PSEG Power & Other	133	135
Total Rabbi Trust Investments	**$ 162**	**$ 165**

Note 10. Asset Retirement Obligations (AROs)

PSEG and PSE&G recognize liabilities for the expected cost of retiring long-lived assets for which a legal obligation exists to remove or dispose of an asset or some component of an asset at retirement. These AROs are recorded at fair value in the period in which they are incurred and are capitalized as part of the carrying amount of the related long-lived assets. PSEG's subsidiaries, except for PSE&G, accrete the ARO liability to reflect the passage of time with the corresponding expense recorded in O&M. PSE&G, as a rate-regulated entity, recognizes Regulatory Assets or Liabilities as a result of timing differences between the recording of costs and costs recovered through the rate-making process.

PSE&G has conditional AROs primarily for legal obligations related to the removal of treated wood poles and the requirement to seal natural gas pipelines at all sources of gas when the pipelines are no longer in service. PSE&G does not record an ARO for its protected steel and poly-based natural gas lines, as management believes that these categories of gas lines have an indeterminable life.

PSEG's other ARO liability primarily relates to decommissioning of its nuclear power plants in accordance with NRC requirements. PSEG has an independent external trust that is intended to fund decommissioning of its nuclear facilities upon termination of operation. For additional information, see Note 9. Trust Investments. PSEG also identified conditional AROs related to PSEG's retained fossil generation sites primarily related to liabilities for removal of asbestos. To estimate the fair value of its other AROs, PSEG uses a probability weighted, discounted cash flow model which, on a unit by unit basis, considers multiple outcome scenarios that include significant estimates and assumptions, and are based on third-party decommissioning cost estimates, cost escalation rates, inflation rates and discount rates.

Updated nuclear cost studies are obtained triennially unless new information necessitates more frequent updates. The most recent cost study was completed in 2024. When assumptions are revised to calculate fair values of existing AROs, generally, the ARO balance and corresponding long-lived asset are adjusted which impact the amount of accretion and depreciation expense recognized in future periods. For PSE&G, Regulatory Assets and Regulatory Liabilities result when accretion and amortization are adjusted to match rates established by regulators resulting in the regulatory deferral of any gain or loss.

The changes to the ARO liabilities for PSEG and PSE&G during 2024 and 2025 are presented in the following table:

	PSEG		PSE&G		PSEG Power & Other	
			Millions			
ARO Liability as of January 1, 2024	$	1,468	$	401	$	1,067
Liabilities Settled		(26)		(12)		(14)
Accretion Expense		49		—		49
Accretion Expense Deferred and Recovered in Rate Base (A)		16		16		—
Revision to Present Values of Estimated Cash Flows		(7)		52		(59)
ARO Liability as of December 31, 2024	**$**	**1,500**	**$**	**457**	**$**	**1,043**
Liabilities Settled	$	(12)	$	(10)	$	(2)
Accretion Expense		43		—		43
Accretion Expense Deferred and Recovered in Rate Base (A)		20		20		—
Revision to Present Values of Estimated Cash Flows		(170)		(10)		(160)
ARO Liability as of December 31, 2025	**$**	**1,381**	**$**	**457**	**$**	**924**

(A) Not reflected as expense in Consolidated Statements of Operations.

In 2024, PSE&G recorded an increase to its ARO liabilities primarily due to the impact of increases in labor rates and other costs, partially offset by decreases from changes in inflation and discount rate assumptions. Those changes had no impact on PSE&G's Consolidated Statement of Operations.

In December 2024, PSEG Power reassessed its ARC and ARO assumptions related to its nuclear plants, as part of the triennial cost study update. As a result, PSEG Power decreased its ARC asset and ARO liability by $59 million, primarily reflected by an increase in the probability the units would obtain additional license renewals, partially offset by increases in inflation rates and other costs.

Effective April 2025, PSEG Power revised the estimated useful lives for the Salem 1, Salem 2 and Hope Creek nuclear plants due primarily to the expectation that a 20-year license extension will be approved for these facilities. As a result, PSEG revised the related Asset Retirement Cost (ARC) asset and Asset Retirement Obligation (ARO) liability assumptions, including the probabilities associated with the retirement dates for the nuclear plants, which resulted in a decrease to the ARC asset and ARO liability of $160 million as of March 31, 2025.

Note 11. Pension, Other Postretirement Benefits (OPEB) and Savings Plans

PSEG sponsors qualified and nonqualified pension plans and OPEB plans covering PSEG's and its participating affiliates' current and former employees who meet certain eligibility criteria. PSEG merged its two qualified defined benefit pension plans (Pension Plan of Public Service Enterprise Group Incorporated and Pension Plan of Public Service Enterprise Group Incorporated II, or the Plans) effective January 1, 2026. The merged qualified pension plan includes a Final Average Pay and two Cash Balance components and both represented and non-represented employees are eligible for participation.

PSEG and PSE&G are required to record the under or over funded positions of their defined benefit pension and OPEB plans on their respective balance sheets. Such funding positions are required to be measured as of the date of their respective year-end Consolidated Balance Sheets. For underfunded plans, the liability is equal to the difference between the plan's benefit obligation and the fair value of plan assets. For defined benefit pension plans, the benefit obligation is the projected benefit obligation. For OPEB plans, the benefit obligation is the accumulated postretirement benefit obligation. In addition, GAAP requires that the total unrecognized costs for defined benefit pension and OPEB plans be recorded as an after-tax charge to Accumulated Other Comprehensive Income (Loss), a separate component of Stockholders' Equity. However, for PSE&G, because the amortization of the unrecognized costs is being collected from customers, the accumulated unrecognized costs are recorded as a Regulatory Asset. The unrecognized costs represent actuarial gains or losses and prior service costs which have not been expensed. The charge to Accumulated Other Comprehensive Income (Loss) and the Regulatory Asset for PSE&G are amortized and recorded as net periodic pension cost in the Consolidated Statements of Operations.

In July 2023, PSEG and Fiduciary Counselors Inc., as independent fiduciary of the Plans, entered into a commitment agreement (for a "lift-out") with The Prudential Insurance Company of America (the Insurer) under which the Plans agreed to purchase a nonparticipating single premium group annuity contract that has transferred to the Insurer approximately $1 billion of the Plans' defined benefit pension obligations and associated Plan assets related to certain pension benefits. The contract covers approximately 2,000 retirees from PSEG Power & Other, excluding Services (Participants). In August 2023, assets were transferred to the Insurer and the transaction was closed. Under the contract, the Insurer made an irrevocable commitment, and is solely responsible, to pay benefits of each Participant that are due on and after December 31, 2023. The transaction resulted in no changes to the amount of benefits payable to Participants.

Amounts for Servco are not included in any of the following pension and OPEB benefit information for PSEG and its affiliates but rather are separately disclosed later in this note.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

The following table provides a roll-forward of the changes in the benefit obligation and the fair value of plan assets during each of the two years in the periods ended December 31, 2025 and 2024. It also provides the funded status of the plans and the amounts recognized and amounts not recognized on the Consolidated Balance Sheets at the end of both years.

	Pension Benefits		Other Benefits	
	2025	2024	2025	2024
	Millions			
Change in Benefit Obligation				
Benefit Obligation at Beginning of Year (A)	$ 4,477	$ 4,758	$ 727	$ 802
Service Cost	88	94	2	3
Interest Cost	231	225	37	37
Actuarial Loss (Gain) (B)	138	(291)	23	(39)
Gross Benefits Paid	(316)	(309)	(77)	(76)
Plan Amendments	—	—	(6)	—
Benefit Obligation at End of Year (A)	**$ 4,618**	**$ 4,477**	**$ 706**	**$ 727**
Change in Plan Assets				
Fair Value of Assets at Beginning of Year	$ 3,978	$ 4,140	$ 423	$ 440
Actual Return on Plan Assets	577	134	64	18
Employer Contributions	62	13	41	41
Gross Benefits Paid	(316)	(309)	(77)	(76)
Fair Value of Assets at End of Year	**$ 4,301**	**$ 3,978**	**$ 451**	**$ 423**
Funded Status				
Funded Status (Plan Assets less Benefit Obligation)	**$ (317)**	**$ (499)**	**$ (255)**	**$ (304)**
Additional Amounts Recognized in the Consolidated Balance Sheets				
Current Accrued Benefit Cost	$ (12)	$ (11)	$ (13)	$ (12)
Noncurrent Accrued Benefit Cost	(305)	(488)	(242)	(292)
Amounts Recognized	**$ (317)**	**$ (499)**	**$ (255)**	**$ (304)**
Additional Amounts Recognized in Accumulated Other Comprehensive Income (Loss), Regulatory Assets, Deferred Assets and Deferred Liabilities (C)				
Prior Service Cost (Credit)	$ —	$ —	$ (4)	$ 4
Net Actuarial Loss (Gain)	1,287	1,481	(30)	(26)
Total	**$ 1,287**	**$ 1,481**	**$ (34)**	**$ (22)**

(A) Represents projected benefit obligation for pension benefits and the accumulated postretirement benefit obligation for other benefits. The vested benefit obligation is the actuarial present value of the vested benefits to which the employee is currently entitled but based on the employee's expected date of separation or retirement.

(B) For pension benefits, the net actuarial losses in 2025 were due primarily to a decrease in the discount rate as well as other assumption and demographic updates. For OPEB, the net actuarial losses in 2025 were due primarily to a decrease in the discount rate as well as demographic updates, partially offset by other assumption updates. For pension benefits and OPEB, the net actuarial gains in 2024 were due primarily to an increase in the discount rate, partially offset by actuarial losses driven by a lower than expected return on assets.

(C) Includes $79 million ($56 million, after-tax) and $107 million ($76 million, after-tax) in AOCL related to Pension and OPEB as of December 31, 2025 and 2024, respectively. Also includes Regulatory Assets of $1,064 million, Deferred Assets of $118 million and Deferred Liabilities of $8 million as of December 31, 2025 and Regulatory Assets of $1,227 million, Deferred Assets of $134 million and Deferred Liabilities of $9 million as of December 31, 2024. The Regulatory Asset amounts do not include $140 million and $103 million as of December 31, 2025 and 2024, respectively, as a result of modifying the method for calculating pension expense for ratemaking purposes, approved by the BPU effective January 1, 2023.

The pension benefits table above provides information relating to the funded status of the qualified and nonqualified pension and OPEB plans on an aggregate basis. As of December 31, 2025, PSEG had funded approximately 93% of its projected pension benefit obligation. This percentage does not include $162 million of assets in the Rabbi Trust as of December 31, 2025, which provide funding for the nonqualified pension plans and certain deferred compensation. The nonqualified pension plans included in the projected benefit obligation in the above table were $136 million. As of December 31, 2025, PSEG had funded approximately 96% of its projected qualified pension benefit obligation.

Accumulated Benefit Obligation

The accumulated benefit obligation for all PSEG's defined benefit pension plans was $4.5 billion as of December 31, 2025 and $4.4 billion as of December 31, 2024.

The following table provides the components of net periodic benefit costs (credits) relating to all qualified and nonqualified pension and OPEB plans on an aggregate basis for PSEG, excluding Servco for the years ended December 31, 2025, 2024 and 2023. Amounts shown do not reflect the impacts of capitalization, co-owner allocations and certain regulatory orders. Only the service cost component is eligible for capitalization, when applicable.

	Pension Benefits Years Ended December 31,			Other Benefits Years Ended December 31,		
	2025	2024	2023	2025	2024	2023
	Millions					
Components of Net Periodic Benefit Costs (Credits)						
Service Cost (included in O&M Expense)	$ 88	$ 94	$ 90	$ 2	$ 3	$ 3
Non-Service Components of Pension and OPEB (Credits) Costs						
Interest Cost	231	225	259	37	37	41
Expected Return on Plan Assets	(308)	(321)	(361)	(33)	(34)	(33)
Amortization of Net						
Prior Service Cost (Credit)	—	—	—	2	2	(52)
Actuarial Loss (Gain)	62	71	83	(5)	(2)	(2)
Settlement Charge Resulting from Pension Lift-Out	—	—	338	—	—	—
Non-Service Components of Pension and OPEB (Credits) Costs	**(15)**	**(25)**	**319**	**1**	**3**	**(46)**
Total Net Periodic Benefit Costs (Credits)	**$ 73**	**$ 69**	**$ 409**	**$ 3**	**$ 6**	**$ (43)**

Pension and OPEB costs (credits) for PSE&G and PSEG Power & Other are detailed as follows:

	Pension Benefits Years Ended December 31,			Other Benefits Years Ended December 31,		
	2025	2024	2023	2025	2024	2023
	Millions					
PSE&G	$ 47	$ 43	$ 50	$ (4)	$ (2)	$ (42)
PSEG Power & Other	26	26	359	7	8	(1)
Total Net Periodic Benefit Costs (Credits)	**$ 73**	**$ 69**	**$ 409**	**$ 3**	**$ 6**	**$ (43)**

PSEG completed the above mentioned "lift-out" transaction in August 2023. As a result of the transaction, PSEG recognized a settlement charge of $332 million ($239 million, net of tax) in the third quarter of 2023 related to the immediate recognition of unamortized net actuarial loss associated with the portion of the pension involved in the transaction. Additionally, a settlement charge of $6 million ($4 million, net of tax) related to lump sum payments to participants was recognized in the fourth quarter of 2023.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

The following table provides the pre-tax changes recognized in Accumulated Other Comprehensive Income (Loss), Regulatory Assets, Deferred Assets and Deferred Liabilities:

	Pension 2025	Pension 2024	Other Benefits 2025	Other Benefits 2024
	Millions			
Net Actuarial (Gain) Loss in Current Period due to Plan Experience and Assumption Changes	$ (132)	$ (104)	$ (9)	$ (22)
Amortization of Net Actuarial (Loss) Gain	(62)	(71)	5	2
Prior Service (Credit) Cost in Current Period	—	—	(6)	—
Amortization of Prior Service Credit	—	—	(2)	(2)
Total	**$ (194)**	**$ (175)**	**$ (12)**	**$ (22)**

The following assumptions were used to determine the benefit obligations and net periodic benefit costs:

	Pension Benefits 2025	Pension Benefits 2024	Pension Benefits 2023	Other Benefits 2025	Other Benefits 2024	Other Benefits 2023
Weighted-Average Assumptions Used to Determine Benefit Obligations as of December 31						
Discount Rate	5.49%	5.68%	5.02%	5.31%	5.59%	4.96%
Rate of Compensation Increase	4.60%	4.60%	4.60%	4.60%	4.60%	4.60%
Cash Balance Interest Crediting Rate	6.00%	6.00%	6.00%	N/A	N/A	N/A
Weighted-Average Assumptions Used to Determine Net Periodic Benefit Cost for Years Ended December 31						
Discount Rate	5.68%	5.02%	5.20%	5.59%	4.96%	5.16%
Service Cost Interest Rate	5.85%	5.14%	5.31%	5.74%	5.03%	5.23%
Interest Cost Interest Rate	5.38%	4.91%	5.09%	5.29%	4.88%	5.07%
Expected Return on Plan Assets	8.10%	8.10%	8.10%	8.10%	8.10%	8.10%
Rate of Compensation Increase	4.60%	4.60%	4.40%	4.60%	4.60%	4.40%
Cash Balance Interest Crediting Rate	6.00%	6.00%	6.00%	N/A	N/A	N/A
Assumed Health Care Cost Trend Rates as of December 31						
Health Care Costs						
Immediate Rate				8.54%	9.08%	8.89%
Ultimate Rate				4.75%	4.75%	4.75%
Year Ultimate Rate Reached				2034	2034	2033

Plan Assets

The investments of pension and OPEB plans are held in trust accounts by the Trustee and consist of an undivided interest in an investment account of the Master Retirement Trust. The investments in the pension and OPEB plans are measured at fair value within a hierarchy that prioritizes the inputs to fair value measurements into three levels. See Note 16. Fair Value Measurements for more information on fair value guidance. Use of the Master Trust permits the commingling of pension plan assets and OPEB plan assets for investment and administrative purposes. Although assets of the plans are commingled in the Master Trust, the Trustee maintains supporting records for the purpose of allocating the net gain or loss of the investment account to the respective participating plans. The net investment income of the investment assets is allocated by the Trustee to each participating plan based on the relationship of the interest of each plan to the total of the interests of the participating plans. Additional investments of OPEB plans included in the Fair Value of Assets are held in a Welfare Trust. As of December 31, 2025, the pension plan interest and OPEB plan interest in such assets were approximately 91% and 9%, respectively.

The following tables present information about the investments measured at fair value on a recurring basis as of December 31, 2025 and 2024, including the fair value measurements and the levels of inputs used in determining those fair values.

Description	Recurring Fair Value Measurements as of December 31, 2025 Total	Quoted Market Prices for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)
	Millions		
Cash Equivalents (A)	$ 29	$ 29	$ —
Equity Securities			
Common Stock (B)	723	723	—
Commingled (C)	2,139	—	2,139
Debt Securities (D)			
U.S. Treasury	1,138	—	1,138
Commingled	8	8	—
Subtotal Fair Value	**$ 4,037**	**$ 760**	**$ 3,277**
Measured at net asset value practical expedient			
Commingled—Equities (E)	450		
Real Estate Investment (F)	256		
Other	1		
Total Fair Value (G)	**$ 4,744**		

Description	Recurring Fair Value Measurements as of December 31, 2024 Total	Quoted Market Prices for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)
	Millions		
Cash Equivalents (A)	$ 21	$ 13	$ 8
Equity Securities			
Common Stock (B)	661	661	—
Commingled (C)	1,916	—	1,916
Debt Securities (D)			
U.S. Treasury	1,099	—	1,099
Commingled	6	6	—
Subtotal Fair Value	**$ 3,703**	**$ 680**	**$ 3,023**
Measured at net asset value practical expedient			
Commingled—Equities (E)	382		
Real Estate Investment (F)	308		
Other	1		
Total Fair Value (G)	**$ 4,394**		

(A) The Collective Investment Fund publishes a daily net asset value (NAV) which participants may use for daily redemptions without restrictions (Level 1).

(B) Common stocks are measured using observable data in active markets and considered Level 1.

(C) Commingled Funds that publish daily NAV but with certain near-term redemption restrictions which prevent redemption at the published daily NAV are classified as Level 2.

(D) Debt securities include mainly U.S. Treasury obligations. These investments are valued using an evaluated pricing approach that varies by asset class and reflects observable market information such as the most recent exchange price or quoted bid for similar securities. Market-based standard inputs typically include benchmark yields, reported trades, broker/dealer quotes and issuer spreads or the most recent quotes for similar securities which are a Level 2 measure.

(E) Certain commingled equity funds are not included in the fair value hierarchy as they are measured at fair value using the NAV per share (or its equivalent) practical expedient. These funds do not meet the definition of readily determinable fair value due to the frequency of publishing NAV (monthly). The objectives of these funds are mainly tracking the S&P Index.

(F) The unlisted real estate fund invests in office, apartment, industrial and retail space. The fund is valued using the NAV per unit of funds. The investment value of the real estate properties is determined on a quarterly basis by independent market appraisers engaged by the board of directors of the fund. The ability to redeem funds is subject to the availability of cash arising from net investment income, allocations and the sale of investments in the normal course of business. The fund's NAV is published quarterly. In addition, redemptions require one quarter advance notice prior to redemption and are fulfilled quarterly. The fund, therefore, does not meet the definition of readily determinable fair value. The purpose of the fund is to acquire, own, hold for investment and ultimately dispose of investments in real estate and real estate-related assets with the intention of achieving current income, capital appreciation or both.

(G) Excludes net receivables of $7 million and $6 million as of December 31, 2025 and 2024, respectively, which consist of interest, dividends and receivables and payables related to pending securities sales and purchases. In addition, the table excludes cash and foreign currency of $1 million for each of the years ended December 31, 2025 and 2024.

The following table provides the percentage of fair value of total plan assets for each major category of plan assets held for the qualified pension and OPEB plans as of the measurement date, December 31:

	As of December 31,	
Investments	**2025**	**2024**
Equity Securities	70%	67%
Debt Securities	24%	25%
Other Investments	6%	8%
Total Percentage	**100%**	**100%**

PSEG utilizes forecasted returns, risk, and correlation of all asset classes in order to develop an efficient portfolio. PSEG's long-term target asset allocation of 54% equities, 18% real assets and 28% fixed income is consistent with the funds' financial objectives. Certain investments in real assets (13% as of December 31, 2025) are made through investing in equity securities and tracked as equities when reporting fair value; however, they are viewed by their asset class, real assets, in our target asset allocation. Derivative financial instruments are used by the plans' investment managers primarily to adjust the fixed income duration of the portfolio and hedge the currency risk component of foreign investments. The expected long-term rate of return on plan assets was 8.1% for 2025 and will decrease to 8.0% for 2026. This expected return includes a premium for active management.

Plan Contributions

PSEG contributed $5 million to its OPEB plan and $50 million to its pension plans in 2025. PSEG will make future pension contributions to satisfy Internal Revenue Service (IRS) minimum funding requirements. Depending on market performance, actuarial assumptions and financial estimates, PSEG could contribute up to $100 million to its pension plan in 2026.

Estimated Future Benefit Payments

The following pension benefit and postretirement benefit payments are expected to be paid to plan participants.

Year	Pension Benefits	Other Benefits
	Millions	
2026	$ 398	$ 72
2027	344	69
2028	349	67
2029	356	64
2030	361	61
2031-2035	1,824	251
Total	**$ 3,632**	**$ 584**

401(k) Plans

PSEG sponsors two 401(k) plans, which are defined contribution retirement plans subject to the Employee Retirement Income Security Act (ERISA). Eligible represented employees of PSEG's subsidiaries participate in the PSEG Employee Savings Plan (Savings Plan), while eligible non-represented employees of PSEG's subsidiaries participate in the PSEG Thrift and Tax-Deferred Savings Plan (Thrift Plan). Eligible employees may contribute up to 50% of their annual eligible compensation to these plans, not to exceed the IRS maximums, including any catch-up contributions for those employees age 50 and above. PSEG matches 50% of such employee contributions up to 7% of pay for Savings Plan participants and up to 8% of pay for Thrift Plan participants.

Employees hired or rehired on or after January 1, 2025 can choose between two different Retirement Program options - the "Core Contribution / 401(k) Program" or the "Cash Balance / 401(k) Program." The Cash Balance / 401(k) Program provides pay credits in the Cash Balance components of PSEG's qualified pension plans and a 401(k) company match of employee contributions as noted above. The Core Contribution / 401(k) Program provides participants with a non-elective Core Contribution equal to 4% of their eligible earnings in the 401(k) Plan, as well as a dollar-for-dollar company match of up to 4% each pay period. Active participants in the Cash Balance components of PSEG's qualified pension plans as of December 31, 2024 were also given a one-time election period to choose between the two Retirement Programs above. Elections to switch to the Core Contribution / 401(k) Program were effective January 1, 2026.

In addition to the above, beginning January 1, 2025, employees who are not participants in the Final Average Pay Component of PSEG's qualified pension plans may also be eligible for an annual company contribution to the 401(k) Plan.

The amounts expensed for employer contributions to the above plans for PSE&G and PSEG Power & Other are detailed as follows:

	Thrift Plan and Savings Plan Years Ended December 31,		
	2025	2024	2023
		Millions	
PSE&G	$ 35	$ 31	$ 29
PSEG Power & Other	16	14	14
Total Employer Matching Contributions	**$ 51**	**$ 45**	**$ 43**

Servco Pension and OPEB

Servco sponsors a qualified pension plan and OPEB plan covering its employees who meet certain eligibility criteria. Under the OSA, employee benefit costs for these plans are funded by LIPA. See Note 3. Variable Interest Entity. These obligations, as well as the offsetting long-term receivable, are separately presented on the Consolidated Balance Sheet of PSEG.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

The following table provides a roll-forward of the changes in Servco's benefit obligation and the fair value of its plan assets during the years ended December 31, 2025 and 2024. It also provides the funded status of the plans and the amounts recognized and amounts not recognized on the Consolidated Balance Sheets at the end of both years.

	Pension Benefits		Other Benefits	
	2025	2024	2025	2024
	Millions			
Change in Benefit Obligation				
Benefit Obligation at Beginning of Year (A)	$ 521	$ 535	$ 510	$ 514
Service Cost	24	28	12	14
Interest Cost	29	26	28	25
Actuarial Gain (B)	(1)	(54)	(34)	(29)
Gross Benefits Paid	(16)	(14)	(15)	(14)
Benefit Obligation at End of Year (A)	**$ 557**	**$ 521**	**$ 501**	**$ 510**
Change in Plan Assets				
Fair Value of Assets at Beginning of Year	$ 490	$ 433	$ —	$ —
Actual Return on Plan Assets	86	46	—	—
Employer Contributions	23	25	15	14
Gross Benefits Paid	(16)	(14)	(15)	(14)
Fair Value of Assets at End of Year	**$ 583**	**$ 490**	**$ —**	**$ —**
Funded Status				
Funded Status (Plan Assets less Benefit Obligation)	**$ 26**	**$ (31)**	**$ (501)**	**$ (510)**
Additional Amounts Recognized in the Consolidated Balance Sheets				
Prepaid (Accrued) Pension Costs of Servco	$ 26	$ (31)	N/A	N/A
OPEB Costs of Servco	N/A	N/A	(501)	(510)
Amounts Recognized (C)	**$ 26**	**$ (31)**	**$ (501)**	**$ (510)**

(A) Represents projected benefit obligation for pension benefits and the accumulated postretirement benefit obligation for other benefits. The vested benefit obligation is the actuarial present value of the vested benefits to which the employee is currently entitled but based on the employee's expected date of separation or retirement.

(B) For pension benefits, the net actuarial gain in 2025 was due primarily to demographic updates, partially offset by other assumption updates. For OPEB, the net actuarial gain in 2025 was due primarily to other assumption updates. For pension benefits, the net actuarial gain in 2024 was due primarily to an increase in the discount rate. For OPEB, the net actuarial gain in 2024 was due primarily to an increase in the discount rate partially offset by other assumption updates.

(C) Amounts equal to the accrued pension and OPEB costs of Servco are offset in Long-Term Receivable of VIE on PSEG's Consolidated Balance Sheets. Prepaid Pension costs as of December 31, 2025 are included in Other Noncurrent Assets.

Pension and OPEB costs of Servco are accounted for according to the OSA. Servco recognizes expenses for contributions to its pension plan trust and for OPEB payments made to retirees. Operating Revenues are recognized for the reimbursement of these costs. The pension-related revenues and costs for 2025, 2024 and 2023 were $23 million, $25 million and $18 million, respectively. Servco has contributed its entire planned contribution amount to its pension plan trust during 2025. The OPEB-related revenues earned and costs incurred were $15 million, $14 million and $12 million in 2025, 2024 and 2023, respectively.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

The following assumptions were used to determine the benefit obligations of Servco:

	Pension Benefits			Other Benefits		
	2025	2024	2023	2025	2024	2023
Weighted-Average Assumptions Used to Determine Benefit Obligations as of December 31						
Discount Rate	5.84%	5.84%	5.13%	5.90%	5.87%	5.16%
Rate of Compensation Increase	5.53%	5.50%	5.54%	5.53%	5.50%	5.54%
Cash Balance Interest Crediting Rate	4.84%	4.84%	4.13%	N/A	N/A	N/A
Assumed Health Care Cost Trend Rates as of December 31						
Health Care Costs						
Immediate Rate				8.42%	7.46%	6.84%
Ultimate Rate				4.75%	4.75%	4.75%
Year Ultimate Rate Reached				2036	2036	2033

Plan Assets

All the investments of Servco's pension plans are held in a trust account by the Trustee and consist of an undivided interest in an investment account of the Servco Master Trust. The investments in the pension are measured at fair value within a hierarchy that prioritizes the inputs to fair value measurements into three levels. See Note 16. Fair Value Measurements for more information on fair value guidance.

The following tables present information about Servco's investments measured at fair value on a recurring basis as of December 31, 2025 and 2024, including the fair value measurements and the levels of inputs used in determining those fair values.

	Recurring Fair Value Measurements as of December 31, 2025		
Description	**Total**	**Quoted Market Prices for Identical Assets (Level 1)**	**Significant Other Observable Inputs (Level 2)**
		Millions	
Cash Equivalents	$ 2	$ 2	$ —
Equity Securities			
Common Stock (A)	39	39	—
Commingled (B)	402	—	402
Commingled Bonds (B)	140	—	140
Total Fair Value	**$ 583**	**$ 41**	**$ 542**

	Recurring Fair Value Measurements as of December 31, 2024		
Description	Total	Quoted Market Prices for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)
		Millions	
Cash Equivalents	$ 2	$ 2	$ —
Equity Securities			
Common Stock (A)	35	35	—
Commingled (B)	334	—	334
Commingled Bonds (B)	119	—	119
Total Fair Value	**$ 490**	**$ 37**	**$ 453**

(A) Common stocks are measured using observable data in active markets and considered Level 1.

(B) Investments in commingled equity and bond funds have a readily determinable fair value as they publish a daily NAV available to investors which is the basis for current transactions and contain certain redemption restrictions requiring advance notice of one to two days for withdrawals (Level 2).

The following table provides the percentage of fair value of total plan assets for each major category of plan assets held for the qualified pension and OPEB plans of Servco as of the measurement date, December 31:

	As of December 31,	
Investments	2025	2024
Equity Securities	76%	76%
Debt Securities	24%	24%
Total Percentage	**100%**	**100%**

Servco utilizes forecasted returns, risk, and correlation of all asset classes in order to develop an efficient portfolio. Servco's long-term target asset allocation of 60% equities, 15% real assets and 25% fixed income is consistent with the funds' financial objectives. Certain investments in real assets (14% at December 31, 2025) are made through investing in equity securities and tracked as equities when reporting fair value; however, they are viewed by their asset class, real assets, in our target asset allocation. The expected long-term rate of return on plan assets was 8.0% for 2025 and will be 8.0% for 2026. This expected return includes a premium for active management.

Plan Contributions

Servco plans to contribute $15 million into its pension plan during 2026.

Estimated Future Benefit Payments

The following pension benefit and postretirement benefit payments are expected to be paid to Servco's plan participants:

Year	Pension Benefits	Other Benefits
	Millions	
2026	$ 19	$ 15
2027	23	17
2028	25	20
2029	28	21
2030	31	24
2031-2035	193	143
Total	**$ 319**	**$ 240**

Servco 401(k) Plans

Servco sponsors two 401(k) plans, which are defined contribution retirement plans subject to ERISA. Eligible non-represented employees of Servco participate in the Long Island Electric Utility Servco LLC Incentive Thrift Plan I (Thrift Plan I), and eligible represented employees of Servco participate in the Long Island Electric Utility Servco LLC Incentive Thrift Plan II (Thrift Plan II). Participants in the plans may contribute up to 50% of their eligible compensation to these plans, not to exceed the IRS maximums, including any catch-up contributions for those employees age 50 and above. Servco does not provide an employer match or core contribution for employees in Thrift Plan II. For employees in Thrift Plan I, Servco matches 50% of such employee contributions up to 8% of eligible compensation and provides core contributions (based on years of service and age) to employees who do not participate in Servco's Retirement Income Plan. The amount expensed by Servco for employer matching contributions was $14 million, $13 million and $10 million for the years ended December 31, 2025, 2024 and 2023. Pursuant to the OSA, Servco recognizes Operating Revenues for the reimbursement of these costs.

Note 12. Commitments and Contingent Liabilities

Guaranteed Obligations

PSEG Power's activities primarily involve the purchase and/or sale of energy, nuclear fuel and other related products under transportation, physical, financial and forward contracts at fixed and variable prices. These transactions are with numerous counterparties and brokers that may require cash, letters of credit or guarantees as a form of credit support.

PSEG Power has unconditionally guaranteed payments to counterparties on behalf of its subsidiaries in commodity-related transactions in order to

- support current exposure, interest and other costs on sums due and payable in the ordinary course of business, and
- obtain unsecured credit thresholds from counterparties.

PSEG Power is subject to

- counterparty collateral calls due to margining provisions included in commodity contracts, and
- certain creditworthiness standards as guarantor under performance guarantees of its subsidiaries.

Under these agreements, guarantees cover credit extended between entities and is often reciprocal in nature. The exposure between counterparties can move in either direction.

In order for PSEG Power to incur a liability for the face value of the outstanding guarantees,

- its subsidiaries would have to fully utilize the credit granted to them by every counterparty to whom PSEG Power has provided a guarantee, and
- the net position of the related contracts would have to be "out-of-the-money" (if the contracts are terminated, PSEG Power would owe money to the counterparties).

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

PSEG Power believes the probability of this result is unlikely. For this reason, PSEG Power believes that the current exposure at any point in time is a more meaningful representation of the potential liability under these guarantees. Current exposure consists of the net of accounts receivable and accounts payable and the forward value on open positions, less any collateral posted.

Changes in commodity prices can have a material impact on collateral requirements under such contracts, which are posted and received primarily in the form of cash and letters of credit.

PSEG Power also routinely enters into futures and options transactions primarily for electricity as part of its operations and for natural gas from time to time. These futures contracts usually require a cash margin deposit with brokers, which can change based on market movement and in accordance with exchange rules.

In addition to the guarantees discussed above, PSEG Power has also provided payment guarantees to third parties and regulatory authorities on behalf of its affiliated companies. These guarantees support various other non-commodity related obligations.

The following table shows the face value of PSEG Power's outstanding guarantees, current exposure and margin positions as of December 31, 2025 and 2024.

	As of December 31,			
	2025		2024	
	Millions			
Face Value of Outstanding Guarantees	$	996	$	1,272
Exposure under Current Guarantees	$	132	$	47
Letters of Credit - Counterparty Margining Posted	$	95	$	4
Letters of Credit - Counterparty Margining Received	$	16	$	24
Cash Deposited and Received				
Counterparty Cash Collateral Deposited	$	—	$	—
Counterparty Cash Collateral Received	$	—	$	(1)
Net Broker Balance Deposited (Received)	$	222	$	245
Additional Amounts Posted				
Other Letters of Credit	$	232	$	155

As part of determining credit exposure, PSEG Power nets receivables and payables with the corresponding net fair values of energy contracts. See Note 15. Financial Risk Management Activities for further discussion. In accordance with PSEG's accounting policy, where it is applicable, cash (received)/deposited is allocated against derivative asset and liability positions with the same counterparty on the face of the Consolidated Balance Sheet. The remaining balances of net cash (received)/deposited after allocation are generally included in Accounts Payable and Accounts Receivable, respectively.

In addition to amounts for outstanding guarantees, current exposure and margin positions, PSEG and PSEG Power have posted letters of credit to support PSEG Power's various other non-energy contractual and environmental obligations. See Other Letters of Credit in the preceding table.

Environmental Matters

Newark Bay Complex

The Newark Bay Complex is a tidal estuary in northern New Jersey that includes Newark Bay, as well as portions of the Passaic River, the Hackensack River and other surrounding waterways. The U.S. Environmental Protection Agency (EPA) has designated various portions of the Newark Bay Complex as federal Superfund sites that must be investigated and remediated under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA).

Lower Passaic River Study Area

The EPA has determined that a 17-mile stretch of the Passaic River (Lower Passaic River Study Area (LPRSA)) in New Jersey is a "Superfund" site. PSE&G and certain of its predecessors conducted operations at properties in this area, including at one site that was transferred to PSEG Power.

The EPA has announced two separate cleanup plans for the Lower 8.3 miles and Upper 9 miles of the LPRSA. The EPA's plan for the Lower 8.3 miles involves dredging and capping sediments at an estimated cost of $2.3 billion, and its plan for the Upper 9 miles involves dredging and capping sediments at an estimated cost of $550 million. Additional cleanup work may be required depending on the results of these initial phases of work.

Occidental Chemical Corporation (Occidental) has voluntarily completed the design of the cleanup plan for the Lower 8.3 miles and has received an EPA Unilateral Administrative Order directing it to design the cleanup plan for the Upper 9 miles.

Occidental has filed two lawsuits against PSE&G and others to attempt to recover costs associated with its past investigation and cleanup work within the LPRSA and to obtain a declaratory judgment of parties' shares of any future costs. PSEG cannot predict the outcome of the litigation.

In January 2026, Occidental's parent company completed the sale of Occidental to a third party and identified a new company, Environmental Resource Holdings, LLC, as the successor to Occidental's environmental liability at the Newark Bay Complex and elsewhere. PSE&G and others have filed suit for a declaratory judgment that Occidental remains liable for investigation and cleanup costs within the Newark Bay Complex and elsewhere.

The EPA finalized and received court approval of a settlement with 82 parties who have agreed to pay $150 million to resolve their LPRSA CERCLA liability, in whole or in part. This settlement is being appealed. PSE&G and PSEG Power are not included in the settlement, but the EPA sent PSE&G, Occidental, and several other Potentially Responsible Parties (PRPs) a letter in March 2022 inviting them to submit to the EPA individually or jointly an offer to fund or participate in the next stages of the remediation. PSEG submitted a good faith offer to the EPA in June 2022 on behalf of PSE&G and PSEG Power. PSEG understands that the EPA is evaluating its offer.

As of December 31, 2025, PSEG has approximately $66 million accrued for this matter. PSE&G has an Environmental Costs Liability of $53 million and a corresponding Regulatory Asset based on its continued ability to recover such costs in its rates. PSEG Power has an Environmental Costs Liability of $13 million.

The outcome of this matter is uncertain, and until (i) a final remedy for the entire LPRSA is selected and an agreement is reached by the PRPs to fund it, (ii) PSE&G's and PSEG Power's respective shares of the costs are determined, and (iii) PSE&G's ability to recover the costs in its rates is determined, it is not possible to predict this matter's ultimate impact on PSEG's financial statements. It is possible that PSE&G and PSEG Power will record additional costs beyond what they have accrued, and that such costs could be material, but PSEG cannot at the current time estimate the amount or range of any additional costs.

Newark Bay Study Area

The EPA has established the Newark Bay Study Area, which is an extension of the LPRSA and includes Newark Bay and portions of surrounding waterways. The EPA has notified PSEG and 21 other PRPs of their potential liability. PSE&G and PSEG Power are unable to estimate their respective portions of any loss or possible range of loss related to this matter. In December 2018, PSEG Power completed the sale of the site of the Hudson electric generating station. PSEG Power contractually transferred all land rights and structures on the Hudson site to a third-party purchaser, along with the assumption of the environmental liabilities for the site.

Natural Resource Damage Claims

New Jersey and certain federal regulators have alleged that PSE&G, PSEG Power and 56 other PRPs may be liable for natural resource damages within the LPRSA. In particular, PSE&G, PSEG Power and other PRPs received notice from federal regulators of the regulators' intent to move forward with a series of studies assessing potential damages to natural resources at the Diamond Alkali Superfund site, which includes the LPRSA and the Newark Bay Study Area. PSE&G and PSEG Power are unable to estimate their respective portions of any possible loss or range of loss related to this matter.

Hackensack River

EPA has designated approximately 23 river miles of the Lower Hackensack River as a federal Superfund site. The site runs from the river's confluence with Newark Bay north to the Oradell Dam. PSE&G and certain of its predecessors conducted operations at properties in this area, including at the Hudson, Bergen and Kearny generating stations that were transferred to PSEG Power. PSEG

Power subsequently contractually transferred all land rights and structures on the Hudson generating station site to a third-party purchaser, along with the assumption of the environmental liabilities for that site.

In 2024, the EPA identified PSE&G and four other parties as PRPs for the site and requested that they voluntarily perform a technical study of a portion of the Lower Hackensack River designated as "Operable Unit 2." PSE&G and PSEG Power have agreed to participate in the technical study. PSE&G and PSEG Power do not believe participation in the technical study will have a material impact on their results of operations and financial condition; however, future costs related to this matter could be material.

In September 2025, the EPA identified PSE&G and three other parties as PRPs for a new portion of the Lower Hackensack River. EPA requested the PRPs voluntarily perform a technical study for this incremental portion designated as "Operable Unit 3." PSE&G and PSEG Power are considering the EPA's request. We cannot predict the outcome of this matter.

MGP Remediation Program

PSE&G is working with the New Jersey Department of Environmental Protection (NJDEP) to assess, investigate and remediate environmental conditions at its former MGP sites. To date, 38 sites requiring some level of remedial action have been identified. Based on its current studies, PSE&G has determined that the estimated cost to remediate all MGP sites to completion could range between $179 million and $196 million on an undiscounted basis, including its $53 million share for the Passaic River as discussed above. Since no amount within the range is considered to be most likely, PSE&G has recorded a liability of $179 million as of December 31, 2025. Of this amount, $23 million was recorded in Other Current Liabilities and $156 million was reflected as Environmental Costs in Noncurrent Liabilities. PSE&G has recorded a $179 million Regulatory Asset with respect to these costs. PSE&G periodically updates its studies taking into account any new regulations or new information which could impact future remediation costs and adjusts its recorded liability accordingly. PSE&G completed sampling in the Passaic River in 2020 to delineate coal tar from certain MGP sites that abut the Passaic River Superfund site. PSEG cannot determine at this time the magnitude of any impact on the Passaic River Superfund remedy.

Legacy Environmental Obligations at Former Fossil Generating Sites

PSEG Power has retained ownership of certain liabilities excluded from the 2022 sale of its fossil generation portfolio. These liabilities primarily relate to obligations under the New Jersey Industrial Site Recovery Act (ISRA) and the Connecticut Transfer Act (CTA) to investigate and remediate PSEG Power's two formerly owned generating station sites in Connecticut, and six formerly owned generating station sites in New Jersey. In addition, PSEG Power still owns two former generating station sites in New Jersey that triggered ISRA in 2015.

PSEG Power is in the process of fulfilling its obligations under the New Jersey ISRA and the CTA to investigate these sites. It will require multiple years and comprehensive environmental sampling to understand the extent of and to carry out the required remediation. At this stage in the remediation process, the full remediation costs are not estimable, but given the number and operating history of the facilities in the portfolio, the full remediation costs will likely be material in the aggregate. The costs could potentially include costs for, among other things, excavating soil, implementation of institutional controls, and the construction, operation and maintenance of engineering controls.

In May 2024, the EPA finalized revisions to the coal combustion residuals rule (CCR Rule) which established new requirements for the investigation and, if necessary, the cleanup of certain types of coal ash placed at certain fossil generation station sites, including certain sites owned or formerly owned by PSEG Power. PSEG is in the process of investigating each of the sites that PSEG Power currently owns that are subject to the CCR Rule, as well as sites that were formerly owned that are subject to the CCR Rule where PSEG Power retained certain environmental obligations to investigate and, if necessary, remediate. PSEG is currently unable to estimate the impact of the CCR Rule, but it could have a material impact on PSEG's business, results of operations and cash flows.

BGS, BGSS and ZECs

Each year, PSE&G obtains its electric supply requirements through annual New Jersey BGS auctions for two categories of customers that choose not to purchase electric supply from third-party suppliers. The first category is residential and smaller commercial and industrial customers (BGS-Residential Small Commercial Pricing (RSCP)). The second category is larger customers that exceed a BPU-established load (kW) threshold (BGS-Commercial and Industrial Energy Pricing (CIEP)). Pursuant to applicable BPU rules, PSE&G enters into the Supplier Master Agreements with the winners of these RSCP and CIEP BGS auctions to purchase BGS for PSE&G's load requirements. The winners of the RSCP and CIEP auctions are responsible for

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fulfilling all the requirements of a PJM load-serving entity including the provision of capacity, energy, ancillary services and any other services required by PJM. As such, prices set through these auctions are impacted by FERC-approved prices set in the PJM capacity auctions, which significantly increased for the 2025/2026 and subsequent auction years. See Note 2. Revenues for additional information. BGS suppliers assume all volume risk and customer migration risk and must satisfy New Jersey's renewable portfolio standards.

The BGS-CIEP auction is for a one-year supply period from June 1 to May 31 with the BGS-CIEP auction price measured in dollars per MW-day for capacity. The final price for the BGS-CIEP auction year commencing June 1, 2026 is $677.73 per MW-day, replacing the BGS-CIEP auction year price ending May 31, 2026 of $696.05 per MW-day. Energy for BGS-CIEP is priced at hourly PJM locational marginal prices for the contract period.

PSE&G contracts for its anticipated BGS-RSCP load on a three-year rolling basis, whereby each year one-third of the load is procured for a three-year period. The contract prices in dollars per MWh for the BGS-RSCP supply, as well as the approximate load, are as follows:

	Auction Year			
	2023	2024	2025	2026
36-Month Terms Ending	May 2026	May 2027	May 2028	May 2029 (A)
Load (MW)	2,800	2,900	2,800	2,800
$ per MWh	$ 93.11	$ 80.88	$ 107.36	$ 109.38

(A) Prices set in the 2026 BGS auction will become effective on June 1, 2026 when the 2023 BGS auction agreements expire.

PSE&G has a full-requirements contract with PSEG Power to meet the gas supply requirements of PSE&G's gas customers. PSEG Power has entered into hedges for a portion of these anticipated BGSS obligations, as permitted by the BPU. The BPU permits PSE&G to recover the cost of gas hedging up to 115 billion cubic feet or 80% of its residential gas supply annual requirements through the BGSS tariff. Current plans call for PSEG Power to hedge on behalf of PSE&G approximately 70 billion cubic feet or 50% of its residential gas supply annual requirements. For additional information, see Note 23. Related-Party Transactions.

Pursuant to a process established by the BPU, New Jersey EDCs, including PSE&G, were required to purchase ZECs from eligible nuclear plants selected by the BPU. In April 2021, PSEG Power's Salem 1, Salem 2 and Hope Creek nuclear plants were awarded ZECs for the three-year eligibility period from June 2022 through May 2025. PSE&G purchased the ZECs on a monthly basis with payment to be made annually following completion of each energy year. The ZEC program ended effective June 1, 2025, and the final ZEC payment from PSE&G to PSEG Power settled in August 2025.

FERC Matters

FERC has completed a non-public investigation of the Roseland-Pleasant Valley (RPV) transmission project. In December 2024, FERC approved an agreement between PSE&G and FERC Enforcement Staff resolving its investigation. The agreement included a $6.6 million civil penalty and the implementation of certain compliance requirements, in addition to the process improvements that PSE&G has already implemented. It also included a statement that nothing in the agreement reflected a challenge by FERC Enforcement to the end-of-life determination relative to the project and that no disgorgement had been sought. In both a December 2024 proceeding related to PJM's annual cost allocation filing and in PSE&G's 2025 annual formula rate true-up filing, an intervenor raised an objection related to the recovery of costs for the RPV project. FERC rejected the first challenge as procedurally out of scope and has not acted on, and does not need to act on, the second filing. In January 2026, that same intervenor filed a FERC complaint against PSE&G requesting that FERC set a hearing on the recovery of these costs. PSE&G has sought dismissal of the complaint but cannot predict the outcome of this matter.

BPU Audit of PSE&G

In 2020, the BPU ordered the commencement of a comprehensive affiliate and management audit of PSE&G. It has been more than ten years since the BPU last conducted a management and affiliate audit of this kind of PSE&G, which is initiated periodically as required by New Jersey statutes/regulations. Phase 1 of the audit reviews affiliate relations and cost allocation between PSE&G and its affiliates, including an analysis of the relationship between PSE&G and PSEG Energy Resources & Trade, LLC, a wholly owned subsidiary of PSEG Power over the past ten years, and between PSE&G and PSEG LI. Phase 2 is a comprehensive management audit, which addresses, among other things, executive management, corporate governance, system operations, human resources, cyber security, compliance with customer protection requirements and customer safety. The audit officially began in late May 2021. The BPU Audit Staff submitted the final audit report to the BPU in June 2023. The BPU is currently considering public comments on the audit report and has not yet determined which audit recommendations it will require PSE&G to implement. It is not possible at this time to predict the outcome of this matter.

Litigation

Sewaren 7 Construction

In June 2018, a complaint was filed in federal court in Newark, New Jersey against PSEG Fossil LLC, which at the time was a wholly owned subsidiary of PSEG Power, regarding an ongoing dispute with Durr Mechanical Construction, Inc. (Durr), a contractor on the Sewaren 7 project. Among other things, Durr sought damages of $93 million and alleges that PSEG Power withheld money owed to Durr and that PSEG Power's intentional conduct led to the inability of Durr to obtain prospective contracts. PSEG Power intends to vigorously defend against these allegations. In January 2021, the court partially granted PSEG Power's motion to dismiss certain claims, reducing the amount claimed to $68 million. In December 2018, Durr filed for Chapter 11 bankruptcy in the federal court in the Southern District of New York (SDNY). The SDNY bankruptcy court has allowed the New Jersey litigation to proceed. PSEG Power has accrued an amount related to outstanding invoices which does not reflect an assessment of claims and potential counterclaims in this matter. At this time, PSEG Power cannot predict the outcome of this matter.

Sherman Act Antitrust Matter

In July 2025, a putative class action complaint was filed in the United States District Court for the District of Maryland against 26 nuclear generation power companies, including PSEG, and two consulting companies. The plaintiffs allege defendants violated federal antitrust laws by conspiring to fix the compensation and exchange information regarding compensation for nuclear generation workers. The alleged class includes all persons employed in nuclear power generation by the defendants and their subsidiaries from 2003 until the present, and the relief sought includes treble damages. PSEG cannot predict the outcome of this matter.

Other Litigation and Legal Proceedings

PSEG and its subsidiaries are party to various lawsuits in the ordinary course of business. In view of the inherent difficulty in predicting the outcome of such matters, PSEG and PSE&G generally cannot predict the eventual outcome of the pending matters, the timing of the ultimate resolution of these matters, or the eventual loss, fines or penalties related to each pending matter.

In accordance with applicable accounting guidance, a liability is accrued when those matters present loss contingencies that are both probable and reasonably estimable. In such cases, there may be an exposure to loss in excess of any amounts accrued. PSEG will continue to monitor the matter for further developments that could affect the amount of the accrued liability that has been previously established.

Based on current knowledge, management does not believe that loss contingencies arising from pending matters, other than the matters described herein, could have a material adverse effect on PSEG's or PSE&G's consolidated financial position or liquidity. However, in light of the inherent uncertainties involved in these matters, some of which are beyond PSEG's control, and the large or indeterminate damages sought in some of these matters, an adverse outcome in one or more of these matters could be material to PSEG's or PSE&G's results of operations or liquidity for any particular reporting period.

Nuclear Insurance Coverages and Assessments

PSEG Power is a member of the joint underwriting association, American Nuclear Insurers (ANI), which provides nuclear liability insurance coverage at the Salem and Hope Creek site and the Peach Bottom site. The ANI policies are designed to satisfy the financial protection requirements outlined in the Price-Anderson Act, which sets the limit of liability for claims that could arise from an incident involving any licensed nuclear facility in the United States. The limit of liability per incident per site is composed of primary and excess layers. As of December 31, 2025, nuclear sites were required to purchase $500 million of primary liability coverage for each site through ANI. The primary layer is supplemented by an excess layer, which is an industry self-insurance pool.

In the event a nuclear site, which is part of the industry self-insurance pool, has a claim that exceeds the primary layer, each licensee would be assessed a prorated share of the excess layer. The excess layer limit is $15.8 billion. PSEG Power's maximum aggregate assessment per incident is $522 million based on PSEG Power's ownership interests in Salem, Hope Creek and Peach Bottom and its maximum aggregate annual assessment per incident is $78 million. If the damages exceed the limit of liability, Congress could impose further revenue-raising measures on the nuclear industry to pay claims. Further, a decision by the U.S. Supreme Court, not involving PSEG Power, held that the Price-Anderson Act did not preclude punitive damage awards based on state law claims.

PSEG Power is also a member of an industry mutual insurance company, Nuclear Electric Insurance Limited (NEIL), which provides the property, decontamination and decommissioning liability insurance at the Salem and Hope Creek site and the Peach Bottom site. NEIL also provides replacement power coverage through its accidental outage policy. NEIL policies may make retrospective premium assessments in the case of adverse loss experience. The current maximum aggregate annual retrospective premium obligation for PSEG Power is approximately $63 million. NEIL requires its members to maintain an investment grade credit rating or to ensure collectability of their annual retrospective premium obligation by providing a financial guarantee, letter of credit, deposit premium, or some other means of assurance. Certain provisions in the NEIL policies provide that the insurer may suspend coverage with respect to all nuclear units on a site without notice if the NRC suspends or revokes the operating license for any unit on that site, issues a shutdown order with respect to such unit or issues a confirmatory order keeping such unit down.

The ANI and NEIL policies all include coverage for claims arising out of acts of terrorism. However, NEIL policies are subject to an industry aggregate limit of $3.24 billion plus such additional amounts as NEIL recovers for such losses from reinsurance, indemnity and any other source applicable to such losses.

Note 13. Debt and Credit Facilities

Long-Term Debt

	Maturity	As of December 31, 2025	2024
		Millions	
PSEG			
Senior Notes:			
0.80%	2025	$ —	$ 550
5.85%	2027	700	700
5.88%	2028	600	600
5.20%	2029	750	750
4.90%	2030	600	—
1.60%	2030	550	550
8.63%	2031	96	96
2.45%	2031	750	750
6.13%	2033	400	400
5.45%	2034	500	500
5.40%	2035	400	—
Total Senior Notes		5,346	4,896
Principal Amount Outstanding		5,346	4,896
Amounts Due Within One Year		—	(550)
Net Unamortized Discount and Debt Issuance Costs		(31)	(30)
Total Long-Term Debt of PSEG		**$ 5,315**	**$ 4,316**

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	Maturity	As of December 31, 2025	2024
		Millions	
PSE&G			
First and Refunding Mortgage Bonds (A):			
8.00%	2037	$ 7	$ 7
5.00%	2037	8	8
Total First and Refunding Mortgage Bonds		15	15
Medium-Term Notes (A):			
3.00%	2025	—	350
0.95%	2026	450	450
2.25%	2026	425	425
3.00%	2027	425	425
3.70%	2028	375	375
3.65%	2028	325	325
3.20%	2029	375	375
2.45%	2030	300	300
1.90%	2031	425	425
3.10%	2032	500	500
4.90%	2032	400	400
4.65%	2033	500	500
5.20%	2033	500	500
5.20%	2034	450	450
4.85%	2034	600	600
5.05%	2035	400	—
5.25%	2035	250	250
4.90%	2035	450	—
5.70%	2036	250	250
5.80%	2037	350	350
5.38%	2039	250	250
5.50%	2040	300	300
3.95%	2042	450	450
3.65%	2042	350	350
3.80%	2043	400	400
4.00%	2044	250	250
4.05%	2045	250	250
4.15%	2045	250	250
3.80%	2046	550	550
3.60%	2047	350	350
4.05%	2048	325	325
3.85%	2049	375	375
3.20%	2049	400	400
3.15%	2050	300	300
2.70%	2050	375	375
2.05%	2050	375	375
3.00%	2051	450	450
5.13%	2053	400	400
5.45%	2053	400	400
5.45%	2054	550	550
5.30%	2054	500	500
5.50%	2055	500	—
Total MTNs		16,100	15,100
Principal Amount Outstanding		16,115	15,115
Amounts Due Within One Year		(875)	(350)
Net Unamortized Discount and Selling Expense		(123)	(117)
Total Long-Term Debt of PSE&G		**$ 15,117**	**$ 14,648**

(A) Secured by essentially all property of PSE&G pursuant to its First and Refunding Mortgage.

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	Maturity	As of December 31, 2025	As of December 31, 2024
		Millions	
PSEG Power			
Term Loan:			
Variable Rate	2025	$ —	$ 1,250
Total Term Loan		—	1,250
Senior Notes:			
5.20%	2030	750	—
5.75%	2035	500	—
Total Senior Notes		1,250	—
Principal Amount Outstanding		1,250	1,250
Amounts Due Within One Year		—	(1,250)
Net Unamortized Discount and Debt Issuance Costs		(12)	—
Total Long-Term Debt of PSEG Power		**$ 1,238**	**$ —**

Long-Term Debt Maturities

The aggregate principal amounts of maturities for each of the five years following December 31, 2025 are as follows:

Year	PSEG	PSE&G	PSEG Power	Total
		Millions		
2026	$ —	$ 875	$ —	$ 875
2027	700	425	—	1,125
2028	600	700	—	1,300
2029	750	375	—	1,125
2030	1,150	300	750	2,200
Thereafter	2,146	13,440	500	16,086
Total	**$ 5,346**	**$ 16,115**	**$ 1,250**	**$ 22,711**

Long-Term Debt Financing Transactions

During 2025, the following long-term debt transactions occurred:

PSEG

- issued $600 million of 4.90% Senior Notes due March 2030,
- issued $400 million of 5.40% Senior Notes due March 2035, and
- retired $550 million of 0.80% Senior Notes at maturity.

PSE&G

- issued $400 million of 5.05% Secured Medium-Term Notes, Series Q, due March 2035,
- issued $500 million of 5.50% Secured Medium-Term Notes, Series Q, due March 2055,
- issued $450 million of 4.90% Secured Medium-Term Notes, Series Q, due August 2035, and
- retired $350 million of 3.00% Secured Medium-Term Notes, Series K, at maturity.

PSEG Power

- issued $750 million of 5.20% Senior Unsecured Notes, due May 2030,
- issued $500 million of 5.75% Senior Unsecured Notes, due May 2035, and

- repaid $1.25 billion variable rate term loan in May 2025, due June 2025.

PSE&G

In January 2026, PSE&G issued $500 million of 4.20% Secured Medium-Term Notes, Series R, due January 2031 and $500 million of 5.63% Secured Medium-Term Notes, Series R, due January 2056.

Short-Term Liquidity

PSEG meets its short-term liquidity requirements, as well as those of PSEG Power, primarily through the issuance of commercial paper and, from time to time, short-term loans. PSE&G maintains its own separate commercial paper program to meet its short-term liquidity requirements. Each commercial paper program is fully back-stopped by its own separate credit facility.

The commitments under the $3.8 billion credit facilities are provided by a diverse bank group. As of December 31, 2025, the total available credit capacity was $2.7 billion. In March 2025, PSEG, PSEG Power, and PSE&G executed a one year extension to their existing $3.75 billion revolving credit facilities, extending the maturity through March 2029, and PSEG Power amended certain provisions in the Master Credit Facility including removal of subsidiary guarantees of PSEG Power. The PSEG Power letter of credit facilities and term loans were also amended to be consistent with the Master Credit Facility, and the $150 million uncommitted credit facility at a subsidiary of PSEG Power was terminated.

As of December 31, 2025, no single institution represented more than 9% of the total commitments in the credit facilities.

As of December 31, 2025, PSEG's liquidity position, including credit facilities and access to external financing, was expected to be sufficient to meet its projected stressed requirements over a 12-month planning horizon.

Each of the credit facilities is restricted as to availability and use to the specific companies as listed in the following table; however, if necessary, the PSEG facilities can also be used to support its subsidiaries' liquidity needs.

The total committed credit facilities and available liquidity as of December 31, 2025 were as follows:

	As of December 31, 2025				
Company/Facility	Total Facility	Usage (B)	Available Liquidity	Expiration Date	Primary Purpose
		Millions			
PSEG					
Revolving Credit Facility (A)	$ 1,500	$ 719	$ 781	Mar 2029	Commercial Paper Support/Funding/Letters of Credit
Total PSEG	**$ 1,500**	**$ 719**	**$ 781**		
PSE&G					
Revolving Credit Facility	$ 1,000	$ 351	$ 649	Mar 2029	Commercial Paper Support/Funding/Letters of Credit
Total PSE&G	**$ 1,000**	**$ 351**	**$ 649**		
PSEG Power					
Revolving Credit Facility (A)	$ 1,250	$ 37	$ 1,213	Mar 2029	Funding/Letters of Credit
Letter of Credit Facility	75	45	30	Apr 2026	Letters of Credit
Total PSEG Power	**$ 1,325**	**$ 82**	**$ 1,243**		
Total (C)	**$ 3,825**	**$ 1,152**	**$ 2,673**		

(A) Master Credit Facility with sub-limits of $1.5 billion for PSEG and $1.25 billion for PSEG Power; sub-limits can be adjusted pursuant to the terms of the Master Credit Facility agreement. The PSEG sub-limit includes a sustainability linked pricing based mechanism with potential increases or decreases, which are not expected to be material, depending on performance relative to targeted methane emission reductions.

(B) The primary use of PSEG's and PSE&G's credit facilities is to support their respective Commercial Paper Programs, under which as of December 31, 2025, PSEG had $704 million outstanding commercial paper at a weighted average interest rate of 4.07% and PSE&G had $325 million commercial paper outstanding at a weighted average interest rate of 3.89%.

(C) Amounts do not include uncommitted credit facilities or 364-day term loans, if any apply.

PSEG Power has uncommitted credit facilities totaling $425 million, which can be utilized for letters of credit. As of December 31, 2025, PSEG Power had $243 million in letters of credit outstanding under these uncommitted credit facilities.

PSE&G has an uncommitted credit facility totaling $30 million, which can be utilized for letters of credit. As of December 31, 2025, PSE&G's letters of credit outstanding were immaterial under this uncommitted credit facility.

Debt Covenants

PSEG Power's credit agreements and debt instruments contain covenants restricting the ability of PSEG Power from consummating certain mergers and consolidations, and contain limitations on the incurrence of certain subsidiary debt and the incurrence of liens. PSEG Power's bank credit agreements contain limitations on sales of assets and PSEG Power's debt instruments contain limitations on sale and leaseback transactions.

Short-Term Loans

In December 2025, PSEG Power amended its existing $400 million 364-day variable rate term loan, which increased the balance to $500 million and extended the maturity to December 2026.

In February 2026, PSEG entered into a 364-day variable rate term loan agreement for $500 million.

Fair Value of Debt

The estimated fair values, carrying amounts and methods used to determine the fair values of long-term debt as of December 31, 2025 and 2024 are included in the following table and accompanying notes as of December 31, 2025 and 2024. See Note 16. Fair Value Measurements for more information on fair value guidance and the hierarchy that prioritizes the inputs to fair value measurements into three levels.

	December 31, 2025		December 31, 2024	
	Carrying Amount	Fair Value	Carrying Amount	Fair Value
	Millions			
Long-Term Debt:				
PSEG (A)	$ 5,315	$ 5,371	$ 4,866	$ 4,754
PSE&G (A)	15,992	14,705	14,998	13,337
PSEG Power (A)(B)	1,238	1,288	1,250	1,250
Total Long-Term Debt	**$ 22,545**	**$ 21,364**	**$ 21,114**	**$ 19,341**

(A) Given that these bonds do not trade actively, the fair value amounts of taxable debt securities (primarily Level 2 measurements) are generally determined by a valuation model using market-based measurements that are processed through a rules-based pricing methodology. The fair value amounts above do not represent the price at which the outstanding debt may be called for redemption by each issuer under their respective debt agreements.

(B) As of December 31, 2024, PSEG Power had a private term loan with book value approximating fair value (Level 2 measurement).

Note 14. Schedule of Consolidated Capital Stock

	As of December 31,			
	Outstanding Shares		Book Value	
	2025	2024	2025	2024
	Millions			
PSEG Common Stock (no par value) (A)				
Authorized 1,000 shares	498	498	$ 3,627	$ 3,654

(A) PSEG did not issue any new shares under the Dividend Reinvestment and Stock Purchase Plan or the Employee Stock Purchase Plan (ESPP) in 2025 or 2024.

As of December 31, 2025, PSE&G had an aggregate of 7.5 million shares of $100 par value and 10 million shares of $25 par value Cumulative Preferred Stock, which were authorized and unissued and which, upon issuance, may or may not provide for mandatory sinking fund redemption.

Note 15. Financial Risk Management Activities

Derivative accounting guidance requires that a derivative instrument be recognized as either an asset or a liability at fair value, with changes in fair value of the derivative recognized in earnings each period. Other accounting treatments are available through special election and designation provided that the derivative instrument meets specific, restrictive criteria, both at the time of designation and on an ongoing basis. These alternative permissible treatments include normal purchases and normal sales (NPNS), cash flow hedge and fair value hedge accounting. PSEG uses interest rate swaps and other derivatives, which are designated and qualifying as cash flow or fair value hedges. PSEG Power enters into additional contracts that are derivatives, but are not designated as either cash flow hedges or fair value hedges. These transactions are economic hedges and are recorded at fair market value with changes recognized in earnings.

Commodity Prices

Within PSEG and its affiliate companies, PSEG Power has the most exposure to commodity price risk. PSEG Power is exposed to commodity price risk primarily relating to changes in the market price of electricity, natural gas and other commodities. Fluctuations in market prices result from changes in supply and demand, fuel costs, market conditions, weather, state and federal regulatory policies, environmental policies, transmission availability and other factors. PSEG Power uses a variety of derivative and non-derivative instruments, such as financial options, futures and swaps to manage the exposure to fluctuations in commodity prices and optimize the value of PSEG Power's expected generation. PSEG Power also uses derivatives to hedge a portion of its anticipated BGSS obligations with PSE&G. For additional information see Note 12. Commitments and Contingent Liabilities.

Interest Rates

PSEG, PSE&G and PSEG Power are subject to the risk of fluctuating interest rates in the normal course of business. Exposure to this risk is managed by targeting a balanced debt maturity profile which limits refinancing in any given period or interest rate environment. PSEG and PSEG Power may use a mix of fixed and floating rate debt and interest rate hedges.

Cash Flow Hedges

PSEG uses interest rate hedges which are designated and effective as cash flow hedges, to manage its exposure to the variability of cash flows, primarily related to variable-rate debt instruments or anticipated future long-term debt issuances.

As of December 31, 2025, PSEG had interest rate hedges outstanding through December 2026 which were executed to convert to fixed, a portion of PSEG Power's $500 million variable rate loan due December 2026. The fair value of these hedges was immaterial as of December 31, 2025.

As of December 31, 2025, PSEG also had interest rate hedges outstanding to fix the interest rate for anticipated 2026 debt issuances. The fair value of these hedges was $4 million as of December 31, 2025.

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The Accumulated Other Comprehensive Income (Loss) (after tax) related to outstanding and terminated interest rate hedges designated as cash flow hedges was $24 million and $36 million as of December 31, 2025 and December 31, 2024, respectively. The after-tax unrealized gains on these hedges expected to be reclassified to earnings during the next 12 months are $4 million.

Fair Values of Derivative Instruments

The following are the fair values of derivative instruments on the Consolidated Balance Sheets. The following tables also include disclosures for offsetting derivative assets and liabilities which are subject to a master netting or similar agreement. In general, the terms of the agreements provide that in the event of an early termination the counterparties have the right to offset amounts owed or owing under that and any other agreement with the same counterparty. Accordingly, and in accordance with PSEG's accounting policy, these positions are offset on the Consolidated Balance Sheets of PSEG. For additional information see Note 16. Fair Value Measurements.

Substantially all derivative instruments are contracts subject to master netting agreements. Contracts not subject to master netting or similar agreements are immaterial and did not have any collateral posted or received as of December 31, 2025 and 2024. The following tabular disclosure does not include the offsetting of trade receivables and payables.

	As of December 31, 2025				
	PSEG	PSEG Power			Consolidated
	Cash Flow Hedges	Not Designated			
Balance Sheet Location	Interest Rate Derivatives	Energy-Related Contracts	Netting (A)	Total PSEG Power	Total Derivatives
	Millions				
Derivative Contracts					
Current Assets	$ —	$ 782	$ (771)	$ 11	$ 11
Noncurrent Assets	4	871	(869)	2	6
Total Mark-to-Market Derivative Assets	**$ 4**	**$ 1,653**	**$ (1,640)**	**$ 13**	**$ 17**
Derivative Contracts					
Current Liabilities	$ —	$ (850)	$ 785	$ (65)	$ (65)
Noncurrent Liabilities	—	(975)	954	(21)	(21)
Total Mark-to-Market Derivative (Liabilities)	**$ —**	**$ (1,825)**	**$ 1,739**	**$ (86)**	**$ (86)**
Total Net Mark-to-Market Derivative Assets (Liabilities)	**$ 4**	**$ (172)**	**$ 99**	**$ (73)**	**$ (69)**

	As of December 31, 2024				
	PSEG	PSEG Power			Consolidated
	Cash Flow Hedges	Not Designated			
Balance Sheet Location	Interest Rate Derivatives	Energy-Related Contracts	Netting (A)	Total PSEG Power	Total Derivatives
	Millions				
Derivative Contracts					
Current Assets	$ —	$ 403	$ (370)	$ 33	$ 33
Noncurrent Assets	32	375	(356)	19	51
Total Mark-to-Market Derivative Assets	**$ 32**	**$ 778**	**$ (726)**	**$ 52**	**$ 84**
Derivative Contracts					
Current Liabilities	$ —	$ (448)	$ 443	$ (5)	$ (5)
Noncurrent Liabilities	—	(408)	404	(4)	(4)
Total Mark-to-Market Derivative (Liabilities)	**$ —**	**$ (856)**	**$ 847**	**$ (9)**	**$ (9)**
Total Net Mark-to-Market Derivative Assets (Liabilities)	**$ 32**	**$ (78)**	**$ 121**	**$ 43**	**$ 75**

(A) Represents the netting of fair value balances with the same counterparty (where the right of offset exists) and the application of cash collateral. All cash collateral (received) posted that has been allocated to derivative positions, where the right of offset exists, has been offset on the Consolidated Balance Sheets. As of December 31, 2025 and 2024, PSEG Power had net cash collateral payments to counterparties of $222 million and $244 million, respectively. Of these net cash collateral (receipts) payments, $99 million as of December 31, 2025 and $121 million as of December 31, 2024 were netted against the corresponding net derivative contract positions. Of the $99 million as of December 31, 2025, $14 million was netted against current liabilities and $85 million was netted against noncurrent liabilities. Of the $121 million as of December 31, 2024, $73 million was netted against current liabilities and $48 million against noncurrent liabilities.

Certain of PSEG Power's derivative instruments contain provisions that require PSEG Power to post collateral. This collateral may be posted in the form of cash or credit support with thresholds contingent upon PSEG Power's credit rating from each of the major credit rating agencies. The collateral and credit support requirements vary by contract and by counterparty. These credit risk-related contingent features stipulate that if PSEG Power were to be downgraded to a below investment grade rating by S&P or Moody's, it would be required to provide additional collateral. A below investment grade credit rating for PSEG Power would represent a two level downgrade from its current Moody's and S&P ratings. This incremental collateral requirement can offset collateral requirements related to other derivative instruments that are assets with the same counterparty, where the contractual right of offset exists under applicable master agreements. PSEG Power may also enter into commodity transactions on the New York Mercantile Exchange (NYMEX), Nodal Exchange (Nodal) and Intercontinental Exchange (ICE). The NYMEX, Nodal and ICE clearing houses act as counterparties to each trade. Transactions on the NYMEX, Nodal and ICE must adhere to comprehensive collateral and margin requirements.

The aggregate fair value of all derivative instruments with credit risk-related contingent features in a liability position that are not fully collateralized (excluding transactions on the NYMEX, Nodal and ICE that are fully collateralized) was $96 million and $17 million as of December 31, 2025 and 2024, respectively. As of December 31, 2025 and 2024, PSEG Power had the contractual right of offset of $11 million, related to derivative instruments that are assets with the same counterparty under master agreements and net of margin posted. If PSEG Power had been downgraded to a below investment grade rating, it would have had additional collateral obligations of $85 million and $6 million as of December 31, 2025 and 2024, respectively, related to its derivatives, net of the contractual right of offset under master agreements and the application of collateral.

The following shows the effect on the Consolidated Statements of Operations and on AOCL of derivative instruments designated as cash flow hedges for the years ended December 31, 2025, 2024 and 2023.

Derivatives in Cash Flow Hedging Relationships	**Amount of Pre-Tax Gain (Loss) Recognized in AOCL on Derivatives**			**Location of Pre-Tax Gain (Loss) Reclassified from AOCL into Income**	**Amount of Pre-Tax Gain (Loss) Reclassified from AOCL into Income**		
	Years Ended December 31,				**Years Ended December 31,**		
	2025	**2024**	**2023**		**2025**	**2024**	**2023**
		Millions				Millions	
Interest Rate Derivatives	$ (11)	$ 59	$ 13	Interest Expense	$ 5	$ 13	$ 5
Total	**$ (11)**	**$ 59**	**$ 13**		**$ 5**	**$ 13**	**$ 5**

The effect of interest rate cash flow hedges is recorded in Interest Expense in PSEG's Consolidated Statement of Operations. The amount of gain on interest rate hedges reclassified from AOCL into income was $4 million, $9 million and $3 million after tax as of December 31, 2025, 2024 and 2023, respectively.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

The following reconciles the Accumulated Other Comprehensive Income (Loss) for derivative activity included in the AOCL of PSEG on a pre-tax and after-tax basis.

Accumulated Other Comprehensive Income (Loss)	Pre-Tax	After-Tax
	Millions	
Balance as of December 31, 2023	**$ 4**	**$ 3**
Gain Recognized in AOCL	59	42
Less: Gain Reclassified into Income	(13)	(9)
Balance as of December 31, 2024	**$ 50**	**$ 36**
Loss Recognized in AOCL	(11)	(8)
Less: Gain Reclassified into Income	(5)	(4)
Balance as of December 31, 2025	**$ 34**	**$ 24**

The following shows the effect on the Consolidated Statements of Operations of derivative instruments not designated as hedging instruments or as NPNS for the years ended December 31, 2025, 2024 and 2023. PSEG Power's derivative contracts reflected in this table primarily includes contracts to hedge the purchase and sale of electricity and natural gas.

Derivatives Not Designated as Hedges	Location of Pre-Tax Gain (Loss) Recognized in Income on Derivatives	Pre-Tax Gain (Loss) Recognized in Income on Derivatives		
		Years Ended December 31,		
		2025	2024	2023
			Millions	
Energy-Related Contracts	Operating Revenues	$ (108)	$ 27	$ 1,567
Energy-Related Contracts	Energy Costs	(3)	2	—
Total		**$ (111)**	**$ 29**	**$ 1,567**

The following table summarizes the net notional volume purchases/(sales) of open derivative transactions by commodity as of December 31, 2025 and 2024.

Type	Notional	As of December 31, 2025	As of December 31, 2024
		Millions	
Natural Gas	Dekatherm	70	70
Electricity	MWh	(73)	(49)
Financial Transmission Rights (FTRs)	MWh	16	16
Interest Rate Derivatives	U.S. Dollars	970	2,290

Commodity Credit Risk

Credit risk relates to the risk of loss that PSEG would incur as a result of non-performance by counterparties pursuant to the terms of their contractual obligations for the purchase and/or sale of energy, nuclear fuel and other related products. PSEG has established credit policies that it believes significantly minimize credit risk. These policies include an evaluation of potential counterparties' financial condition (including credit rating), collateral requirements under certain circumstances and the use of standardized agreements, which allow for the netting of positive and negative exposures associated with a single counterparty. In the event of non-performance or non-payment by a major counterparty, there may be a material adverse impact on PSEG's financial condition, results of operations or net cash flows.

As of December 31, 2025, more than 98% of the net credit exposure for PSEG Power's wholesale operations was with investment grade counterparties. There is one counterparty with credit exposure greater than 10% of the total. The credit exposures were with PSE&G. The PSE&G credit exposure is eliminated in consolidation. See Note 23. Related-Party Transactions for additional information.

PSE&G's supplier master agreements are approved by the BPU and govern the terms of its electric supply procurement contracts. These agreements define a supplier's performance assurance requirements and allow a supplier to meet its credit requirements with a certain amount of unsecured credit. The amount of unsecured credit is determined based on the supplier's credit ratings from the major credit rating agencies and the supplier's tangible net worth. The credit position is based on the initial market price, which is the forward price of energy on the day the procurement transaction is executed, compared to the forward price curve for energy on the valuation day. To the extent that the forward price curve for energy exceeds the initial market price, the supplier is required to post a parental guarantee or other security instrument such as a letter of credit or cash, as collateral to the extent the credit exposure is greater than the supplier's unsecured credit limit. As of December 31, 2025, PSE&G held parental guarantees, letters of credit and cash as security. PSE&G's BGS suppliers' credit exposure is calculated each business day. As of December 31, 2025, PSE&G had $6 million in unsecured mark-to-market credit exposure with its suppliers.

PSE&G is permitted to recover its costs of procuring energy through the BPU-approved BGS tariffs. PSE&G's counterparty credit risk is mitigated by its ability to recover realized energy costs through customer rates.

Note 16. Fair Value Measurements

Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Accounting guidance for fair value measurement emphasizes that fair value is a market-based measurement, not an entity-specific measurement, and establishes a fair value hierarchy that distinguishes between assumptions based on market data obtained from independent sources and those based on an entity's own assumptions. The hierarchy prioritizes the inputs to fair value measurement into three levels:

Level 1—measurements utilize quoted prices (unadjusted) in active markets for identical assets or liabilities that PSEG and PSE&G have the ability to access. These consist primarily of listed equity securities and money market mutual funds, as well as natural gas and electric futures contracts executed on an exchange.

Level 2—measurements include quoted prices for similar assets and liabilities in active markets, quoted prices for identical or similar assets or liabilities in markets that are not active, and other observable inputs such as interest rates and yield curves that are observable at commonly quoted intervals. These consist primarily of non-exchange traded derivatives such as forward contracts, all option contracts and most fixed income securities.

Level 3—measurements use unobservable inputs for assets or liabilities, based on the best information available and might include an entity's own data and assumptions. In some valuations, the inputs used may fall into different levels of the hierarchy. In these cases, the financial instrument's level within the fair value hierarchy is based on the lowest level of input that is significant to the fair value measurement. These consist primarily of certain capacity contracts that deliver beyond the PJM capacity auction periods.

Certain derivative transactions may transfer from Level 2 to Level 3 if inputs become unobservable and internal modeling techniques are employed to determine fair value. Conversely, measurements may transfer from Level 3 to Level 2 if the inputs become observable. There were no transfers in 2025 and 2024 to or from Level 3.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

The following tables present information about PSEG's and PSE&G's respective assets and (liabilities) measured at fair value on a recurring basis as of December 31, 2025 and December 31, 2024, including the fair value measurements and the levels of inputs used in determining those fair values. Amounts shown for PSEG include the amounts shown for PSE&G.

	Recurring Fair Value Measurements as of December 31, 2025				
Description	Total	Netting (E)	Quoted Market Prices for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
			Millions		
PSEG					
Assets:					
Cash Equivalents (A)	$ 80	$ —	$ 80	$ —	$ —
Derivative Contracts:					
Energy-Related Contracts (B)	$ 13	$ (1,640)	$ 1,610	$ 43	$ —
Interest Rate Derivatives (C)	$ 4	$ —	$ —	$ 4	$ —
NDT Fund (D)					
Equity Securities	$ 1,555	$ —	$ 1,555	$ —	$ —
Debt Securities—U.S. Treasury	$ 384	$ —	$ —	$ 384	$ —
Debt Securities—Govt Other	$ 406	$ —	$ —	$ 406	$ —
Debt Securities—Corporate	$ 569	$ —	$ —	$ 569	$ —
Rabbi Trust (D)					
Equity Securities	$ 17	$ —	$ 17	$ —	$ —
Debt Securities—U.S. Treasury	$ 57	$ —	$ —	$ 57	$ —
Debt Securities—Govt Other	$ 27	$ —	$ —	$ 27	$ —
Debt Securities—Corporate	$ 61	$ —	$ —	$ 61	$ —
Liabilities:					
Derivative Contracts:					
Energy-Related Contracts (B)	$ (86)	$ 1,739	$ (1,715)	$ (110)	$ —
PSE&G					
Assets:					
Cash Equivalents (A)	$ 60	$ —	$ 60	$ —	$ —
Rabbi Trust (D)					
Equity Securities	$ 3	$ —	$ 3	$ —	$ —
Debt Securities—U.S. Treasury	$ 10	$ —	$ —	$ 10	$ —
Debt Securities—Govt Other	$ 5	$ —	$ —	$ 5	$ —
Debt Securities—Corporate	$ 11	$ —	$ —	$ 11	$ —

Description	Recurring Fair Value Measurements as of December 31, 2024 Total	Netting (E)	Quoted Market Prices for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
			Millions		
PSEG					
Assets:					
Cash Equivalents (A)	$ 100	$ —	$ 100	$ —	$ —
Derivative Contracts:					
Energy-Related Contracts (B)	$ 52	$ (726)	$ 2	$ 776	$ —
Interest Rate Derivatives (C)	$ 32	$ —	$ —	$ 32	$ —
NDT Fund (D)					
Equity Securities	$ 1,380	$ —	$ 1,380	$ —	$ —
Debt Securities—U.S. Treasury	$ 366	$ —	$ —	$ 366	$ —
Debt Securities—Govt Other	$ 397	$ —	$ —	$ 397	$ —
Debt Securities—Corporate	$ 503	$ —	$ —	$ 503	$ —
Rabbi Trust (D)					
Equity Securities	$ 17	$ —	$ 17	$ —	$ —
Debt Securities—U.S. Treasury	$ 55	$ —	$ —	$ 55	$ —
Debt Securities—Govt Other	$ 28	$ —	$ —	$ 28	$ —
Debt Securities—Corporate	$ 65	$ —	$ —	$ 65	$ —
Liabilities:					
Derivative Contracts:					
Energy-Related Contracts (B)	$ (9)	$ 847	$ (3)	$ (852)	$ (1)
PSE&G					
Assets:					
Cash Equivalents (A)	$ 70	$ —	$ 70	$ —	$ —
Rabbi Trust (D)					
Equity Securities	$ 3	$ —	$ 3	$ —	$ —
Debt Securities—U.S. Treasury	$ 10	$ —	$ —	$ 10	$ —
Debt Securities—Govt Other	$ 5	$ —	$ —	$ 5	$ —
Debt Securities—Corporate	$ 12	$ —	$ —	$ 12	$ —

(A) Represents money market mutual funds.

(B) Level 1— During 2025, electric futures contracts executed on an exchange were transferred from Level 2 into Level 1. Also included in Level 1 are natural gas futures contracts executed on an exchange. All Level 1 energy-related contracts are being valued solely on settled pricing inputs which come directly from an exchange such as NYMEX, ICE and Nodal Exchange.

Level 2—Fair values for energy-related contracts are obtained primarily using a market-based approach. Most derivative contracts (forward purchase or sale contracts, swaps, and all options) are valued using settled prices from similar assets and liabilities from an exchange, such as NYMEX, ICE and Nodal Exchange, or auction prices. Prices used in the valuation process are also corroborated independently by management to determine that values are based on actual transaction data or, in the absence of transactions, bid and offers for the day. Examples may include certain electricity, capacity and natural gas contracts based on market prices, basis adjustments and other premiums where adjustments and premiums are not considered significant to the overall inputs.

Level 3—Unobservable inputs are used for the valuation of certain contracts. See “Additional Information Regarding Level 3 Measurements” for more information on the utilization of unobservable inputs.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(C) Interest rate derivatives are valued using quoted prices on commonly quoted intervals, which are interpolated for periods different than the quoted intervals, as inputs to a market valuation model. Market inputs can generally be verified and model selection does not involve significant management judgment.

(D) The NDT Fund maintains investments in various equity and fixed income securities. The Rabbi Trust maintains investments in a Russell 3000 index fund and various fixed income securities. These securities are generally valued with prices that are either exchange provided (equity securities) or market transactions for comparable securities and/or broker quotes (fixed income securities). The fair value measurement table excludes any cash and foreign currency included in these trusts. For additional information, see Note 9. Trust Investments.

Level 1—Investments in marketable equity securities within the NDT Fund are primarily investments in common stocks across a broad range of industries and sectors. Most equity securities are priced utilizing the principal market close price or, in some cases, midpoint, bid or ask price. Certain other securities classified as equity in the NDT and Rabbi Trust Funds consist primarily of investments in money market funds which seek a high level of current income as is consistent with the preservation of capital and the maintenance of liquidity. To pursue its goals, the funds normally invest in diversified portfolios of high quality, short-term, dollar-denominated debt securities and government securities. The funds' net asset value is priced and published daily. The Rabbi Trust's Russell 3000 index fund is valued based on quoted prices in an active market and can be redeemed daily without restriction.

Level 2—NDT and Rabbi Trust fixed income securities include primarily investment grade corporate bonds, collateralized mortgage obligations, asset-backed securities and certain government and U.S. Treasury obligations or Federal Agency asset-backed securities and municipal bonds with a wide range of maturities. Since many fixed income securities do not trade on a daily basis, they are priced using an evaluated pricing methodology that varies by asset class and reflects observable market information such as the most recent exchange price or quoted bid for similar securities. Market-based standard inputs typically include benchmark yields, reported trades, broker/dealer quotes and issuer spreads. Certain short-term investments are valued using observable market prices or market parameters such as time-to-maturity, coupon rate, quality rating and current yield.

(E) Represents the netting of fair value balances with the same counterparty (where the right of offset exists) and the application of collateral. See Note 15. Financial Risk Management Activities for additional detail.

Additional Information Regarding Level 3 Measurements

For valuations that include both observable and unobservable inputs, if the unobservable input is determined to be significant to the overall inputs, the entire valuation is categorized in Level 3. This includes derivatives valued using indicative price quotations for contracts with tenors that extend into periods with no observable pricing. In instances where observable data is unavailable, consideration is given to the assumptions that market participants would use in valuing the asset or liability. This includes assumptions about market risks such as liquidity, volatility and contract duration. Such instruments are categorized in Level 3 because the model inputs generally are not observable. PSEG considers credit and non-performance risk in the valuation of derivative contracts categorized in Levels 2 and 3, including both historical and current market data, in its assessment of credit and non-performance risk by counterparty. The impacts of credit and non-performance risk were not material to the financial statements.

As of December 31, 2025, PSEG carried $3.1 billion of net assets that were measured at fair value on a recurring basis. No liabilities were measured using unobservable inputs and classified as Level 3 within the fair value hierarchy.

As of December 31, 2024, PSEG carried $3.0 billion of net assets that were measured at fair value on a recurring basis, of which $1 million of net liabilities were measured using unobservable inputs and classified as Level 3 within the fair value hierarchy and are considered immaterial.

Note 17. Stock Based Compensation

PSEG's 2021 Long-Term Incentive Plan (2021 LTIP), approved by shareholders on April 20, 2021 and the Amended and Restated 2004 Long-Term Incentive Plan ((2004 LTIP) under which no new grants have been made effective April 20, 2021), are broad-based equity compensation programs that provide for grants of various long-term incentive compensation awards, such as stock options, stock appreciation rights, performance share units (PSUs), restricted stock, restricted stock units (RSUs), cash awards or any combination thereof. The types of long-term incentive awards that have been granted under the LTIP are non-qualified options to purchase shares of PSEG's common stock, restricted stock unit awards and performance share unit awards. The type of equity award that is granted and the details of that award may vary from time to time and is subject to the approval of the Organization and Compensation Committee of PSEG's Board of Directors (O&CC), the LTIP's administrative committee.

The 2021 LTIP currently provides for the issuance of equity awards with respect to 8 million shares of common stock. As of December 31, 2025, approximately 5 million shares were available for future awards under the 2021 LTIP.

In addition, on April 20, 2021 shareholders approved the PSEG 2021 Equity Compensation Plan for Outside Directors (2021 BOD Plan) and the PSEG 2007 Equity Compensation Plan for Outside Directors (2007 BOD Plan) was closed to new awards.

Under the 2021 BOD Plan, the only equity instrument which may be granted are RSUs and the Board member must defer the award until they have achieved their stock ownership requirement.

Stock Options

Under the 2021 LTIP, non-qualified options to acquire shares of PSEG common stock may be granted to officers and other key employees selected by the O&CC. No options have been granted since 2009.

RSUs

Under both the 2021 LTIP and 2004 LTIP (LTIPs), PSEG has granted RSU awards to officers and other key employees. These awards, which are bookkeeping entries only, are subject to risk of forfeiture until vested by continued employment. Until distributed, the units are credited with dividend equivalent units (DEUs) proportionate to the dividends paid on PSEG common stock. Distributions are made in shares of common stock. The RSU grants for 2025 and 2024 have a 3-year graded vesting (1/3 per year) starting from the grant date and 2023 cliff vest at the end of three years. Vesting may be accelerated (pro-rated basis or full vesting) upon certain events such as change-in-control, retirement, disability or death.

PSUs

Under the LTIPs, PSEG has granted PSUs to officers and other key employees. These provide for distribution in shares of PSEG common stock based on achievement of certain goals over a performance period of three years. Following the end of the performance period, the payout varies from 0% to 200% of the number of PSUs granted depending on PSEG's performance with respect to those goals. The PSUs are credited with DEUs proportionate to the dividends paid on PSEG common stock. Distributions are made in shares of common stock. Vesting may be accelerated on a pro-rated basis for the period of the employee's service during the performance period as a result of certain events, such as change-in-control, retirement, death or disability.

Stock-Based Compensation

PSEG recognizes compensation expense for RSUs over the vesting period based on the grant date fair value of the shares, which is equal to the closing market price of PSEG's common stock on the date of the grant.

PSEG recognizes compensation expense for the total shareholder return (TSR) target for its PSU awards based on the grant date fair values of the award, which are determined using the Monte Carlo model. The following table provides the assumptions used to calculate the grant date fair value of the TSR portion of the PSU awards for 2025, 2024 and 2023:

Grant Date	Risk-Free Interest Rate	Volatility
February 11, 2025	4.19%	21.51%
February 13, 2024	4.35%	20.32%
February 14, 2023	4.24%	25.09%

The accrual of compensation cost is based on the probable achievement of the performance conditions, which result in a payout from 0% to 200% of the initial grant. PSEG recognizes compensation expense for all other components of its PSUs based on the grant date fair value of the awards, which is equal to the market price of PSEG's common stock on the date of the grant. The accrual during the year of grant is estimated at 100% of the original grant. Such accrual may be adjusted to reflect the actual outcome.

	2025	2024	2023
		Millions	
Compensation Cost included in O&M Expense	$ 43	$ 40	$ 18
Income Tax Benefit Recognized in Consolidated Statements of Operations	$ 12	$ 11	$ 5

For each of the years 2025, 2024 and 2023, PSEG also recorded excess tax benefits of $9 million, $1 million and $22 million, respectively.

PSEG recognizes compensation cost of awards issued over the shorter of the original vesting period or the period beginning on the date of grant and ending on the date an individual is eligible for retirement and the award vests.

RSUs

Changes in RSUs for the year ended December 31, 2025 are summarized as follows:

	Shares	Weighted Average Grant Date Fair Value	Weighted Average Remaining Years Contractual Term	Aggregate Intrinsic Value
Non-vested as of January 1, 2025	448,790	$ 61.03		
Granted	326,735	$ 83.74		
Vested	354,257	$ 69.34		
Canceled/Forfeited	9,265	$ 72.79		
Non-vested as of December 31, 2025	**412,003**	**$ 71.63**	**0.7**	**$ 33,083,841**

The weighted average grant date fair value per share for RSUs during the years ended December 31, 2025, 2024 and 2023 was $83.74, $59.22 and $61.44 per share, respectively.

The total intrinsic value of RSUs distributed during the years ended December 31, 2025, 2024 and 2023 was $36 million, $16 million and $54 million, respectively.

As of December 31, 2025, there was approximately $16 million of unrecognized compensation cost related to the RSUs, which is expected to be recognized over a weighted average period of 1.2 years. DEUs of 30,462 accrued on the RSUs during the year.

PSUs

Changes in PSUs for the year ended December 31, 2025 are summarized as follows:

	Shares	Weighted Average Grant Date Fair Value	Weighted Average Remaining Years Contractual Term	Aggregate Intrinsic Value
Non-vested as of January 1, 2025	473,853	$ 66.59		
Granted	319,884	$ 80.29		
Vested	369,333	$ 69.70		
Canceled/Forfeited	19,499	$ 70.99		
Non-vested as of December 31, 2025	**404,905**	**$ 74.36**	**1.6**	**$ 32,513,872**

The weighted average grant date fair value per share for PSUs during the years ended December 31, 2025, 2024 and 2023 was $80.29, $65.44 and $67.99 per share, respectively.

The total intrinsic value of PSUs distributed during the years ended December 31, 2025, 2024 and 2023 was $50 million, $10 million and $95 million, respectively.

As of December 31, 2025, there was approximately $25 million of unrecognized compensation cost related to the PSUs, which is expected to be recognized over a weighted average period of 1.6 years. DEUs of 39,162 accrued on the PSUs during the year.

Outside Directors

Under the closed 2007 BOD Plan and the new 2021 BOD Plan, annually, on the first business day of May, each non-employee member of the Board of Directors is awarded stock units based on the amount of annual compensation to be paid at the closing price of PSEG common stock on that date. DEUs are credited quarterly and distributions will occur as specified by their election in accordance with the provisions of the BOD Plan.

The fair value of these awards is recorded as compensation expense in the Consolidated Statements of Operations. Compensation expense for the plan was $2 million for the years ended December 31, 2025, 2024, and 2023.

ESPP

PSEG maintains an ESPP for all eligible employees of PSEG and its subsidiaries. Under the ESPP, shares of PSEG common stock may be purchased at 95% of the fair market value for represented employees and 90% for non-represented employees through payroll deductions. Dividends are to be paid out in cash unless the participant elects the dividends to be reinvested at fair market price. All employees are required to hold the shares purchased under the ESPP for at least three months from the purchase date. In any year, employees may purchase shares having a value not exceeding 10% of their base pay. Compensation expense recognized under this program was $2 million for each of the years ended December 31, 2025, 2024 and 2023.

During the years ended December 31, 2025, 2024 and 2023, employees purchased 286,500 shares, 287,982 shares and 339,807 shares, respectively, at an average price of $76.00, $71.46 and $55.84 per share, respectively. As of December 31, 2025, 672,250 shares were available for future issuance under this plan.

Note 18. Net Other Income (Deductions)

	PSE&G	PSEG Power & Other (A)	Consolidated
		Millions	
Year Ended December 31, 2025			
NDT Fund Interest and Dividends	$ —	$ 90	$ 90
AFUDC	44	—	44
Solar Loan Interest	3	—	3
Other Interest	13	16	29
Donations	—	(16)	(16)
Other	4	(9)	(5)
Total Net Other Income (Deductions)	**$ 64**	**$ 81**	**$ 145**
Year Ended December 31, 2024			
NDT Fund Interest and Dividends	$ —	$ 81	$ 81
AFUDC	41	—	41
Solar Loan Interest	5	—	5
Other Interest	9	18	27
Donations	—	(1)	(1)
Other	9	(8)	1
Total Net Other Income (Deductions)	**$ 64**	**$ 90**	**$ 154**
Year Ended December 31, 2023			
NDT Fund Interest and Dividends	$ —	$ 68	$ 68
AFUDC	60	—	60
Solar Loan Interest	7	—	7
Other Interest	12	34	46
Donations	(1)	—	(1)
Other	2	(9)	(7)
Total Net Other Income (Deductions)	**$ 80**	**$ 93**	**$ 173**

(A) PSEG Power & Other consists of activity at PSEG Power, Energy Holdings, PSEG LI, Services, PSEG (parent company) and intercompany eliminations.

Note 19. Income Taxes

The components of PSEG's income tax provision are as follows:

PSEG	2025	2024	2023
	Years Ended December 31, Millions		
Income Taxes:			
Current Expense (Benefit):			
Federal	$ 170	$ (225)	$ 144
State	(7)	15	19
Total Current	163	(210)	163
Deferred Expense (Benefit):			
Federal	(48)	129	109
State	154	140	253
Total Deferred	106	269	362
ITC	(6)	(6)	(7)
Total Income Tax Expense (Benefit)	**$ 263**	**$ 53**	**$ 518**

A reconciliation of reported income tax expense for PSEG with the amount computed by multiplying pre-tax income by the statutory federal income tax rate of 21% is as follows:

PSEG	2025 Millions	2025 %	2024 Millions	2024 %	2023 Millions	2023 %
	Years Ended December 31,					
Pre-Tax Income	$ 2,374		$ 1,825		$ 3,081	
U.S. Federal Statutory Tax Rate	$ 499	21.0%	$ 383	21.0%	$ 647	21.0%
State and Local Income Taxes, Net of Federal Income Tax Effect (a)	126	5.3%	122	6.7%	215	7.0%
Tax Credits						
PTCs	—	—	(350)	(19.2%)	—	—
Other Credits	(20)	(0.8%)	(11)	(0.6%)	(10)	(0.3%)
Nontaxable or Nondeductible Items	(3)	(0.1%)	4	0.2%	(8)	(0.3%)
Changes in Unrecognized Tax Benefits	7	0.3%	95	5.2%	(14)	(0.5%)
Effect of Utility Ratemaking						
TAC	(313)	(13.2%)	(145)	(7.9%)	(232)	(7.5%)
GPRC-CEF-EE	(75)	(3.2%)	(52)	(2.8%)	(52)	(1.7%)
Other Flow-Through Accounting	10	0.4%	(9)	(0.5%)	(16)	(0.5%)
Other Adjustments						
NDT Fund	31	1.3%	21	1.2%	26	0.8%
Leasing Activities	—	—	—	—	(22)	(0.7%)
Other	1	—	(5)	(0.3%)	(16)	(0.5%)
Effective Tax Rate	**$ 263**	11.1%	**$ 53**	2.9%	**$ 518**	16.8%

(a) State Taxes in New Jersey made up the majority (greater than 50%) of the tax effect in this category.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

For the years ended December 31, 2025, 2024 and 2023, PSEG paid income taxes as follows:

PSEG	Income Taxes Paid (Received) 2025	2024	2023
	Millions		
Federal	$ 18	$ 69	$ 123
State	(18)	(1)	21
Total	**$ —**	**$ 68**	**$ 144**

The following is an analysis of deferred income taxes for PSEG:

PSEG	As of December 31, 2025	2024
	Millions	
Deferred Income Taxes		
Assets:		
Regulatory Liability Excess Deferred Tax	$ 365	$ 314
OPEB	43	49
Bad Debt	52	43
Operating Leases	34	38
Mark-to-Market	32	—
Other	144	147
Total Assets	$ 670	$ 591
Liabilities:		
Plant-Related Items	$ 5,382	$ 5,084
New Jersey Corporate Business Tax	1,543	1,414
Leasing Activities	30	33
AROs and NDT Fund	378	281
Taxes Recoverable Through Future Rates (net)	486	250
GPRC-CEF-EE	291	214
Pension Costs	195	193
Operating Leases	30	34
Other	214	278
Total Liabilities	$ 8,549	$ 7,781
Summary of Accumulated Deferred Income Taxes:		
Net Deferred Income Tax Liabilities	$ 7,879	$ 7,190
ITC	51	58
Net Total Deferred Income Taxes and ITC	**$ 7,930**	**$ 7,248**

The deferred tax effect of certain assets and liabilities is presented in the table above net of the deferred tax effect associated with the respective regulatory deferrals.

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

The components of PSE&G's income tax provision are as follows:

PSE&G	Years Ended December 31, 2025	2024	2023
	Millions		
Income Taxes:			
Current Expense (Benefit):			
Federal	$ 115	$ (67)	$ 127
State	1	—	4
Total Current	116	(67)	131
Deferred Expense (Benefit):			
Federal	(125)	209	(113)
State	167	162	149
Total Deferred	42	371	36
ITC Benefit	(6)	(6)	(7)
Total Income Tax Expense (Benefit)	**$ 152**	**$ 298**	**$ 160**

A reconciliation of reported income tax expense for PSE&G with the amount computed by multiplying pre-tax income by the statutory federal income tax rate of 21% is as follows:

PSE&G	Years Ended December 31, 2025 Millions	2025 %	2024 Millions	2024 %	2023 Millions	2023 %
Pre-Tax Income	$ 1,897		$ 1,845		$ 1,675	
U.S. Federal Statutory Tax Rate	$ 399	21.0%	$ 387	21.0%	$ 352	21.0%
State and Local Income Taxes, Net of Federal Income Tax Effect (a)	133	7.0%	128	6.9%	121	7.2%
Tax Credits	(9)	(0.5%)	(9)	(0.5%)	(9)	(0.5%)
Nontaxable or Nondeductible Items	3	0.2%	2	0.1%	6	0.4%
Changes in Unrecognized Tax Benefits	2	0.1%	—	—	(9)	(0.5%)
Effect of Utility Ratemaking						
TAC	(313)	(16.5%)	(145)	(7.9%)	(232)	(13.9%)
GPRC-CEF-EE	(75)	(3.9%)	(52)	(2.8%)	(52)	(3.1%)
Other Flow-Through Accounting	10	0.5%	(9)	(0.5%)	(16)	(1.0%)
Other Adjustments	2	0.1%	(4)	(0.2%)	(1)	(0.1%)
Effective Tax Rate	**$ 152**	8.0%	**$ 298**	16.2%	**$ 160**	9.6%

(a) State Taxes in New Jersey made up the majority (greater than 50%) of the tax effect in this category.

For the years ended December 31, 2025, 2024 and 2023, PSE&G paid federal income taxes of $8 million, $68 million and $77 million, respectively. State income tax payments were immaterial in each of the years presented.

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

The following is an analysis of deferred income taxes for PSE&G:

PSE&G	As of December 31, 2025	2024
	Millions	
Deferred Income Taxes		
Assets:		
Regulatory Liability Excess Deferred Tax	$ 365	$ 314
OPEB	16	22
Bad Debt	52	43
Operating Leases	19	20
Customer Advances	23	15
Other	46	39
Total Assets	$ 521	$ 453
Liabilities:		
Plant-Related Items	$ 4,923	$ 4,631
New Jersey Corporate Business Tax	1,421	1,303
Pension Costs	200	199
Taxes Recoverable Through Future Rates (net)	486	250
GPRC-CEF-EE	291	214
Conservation Costs	91	103
Operating Leases	18	20
Other	114	152
Total Liabilities	$ 7,544	$ 6,872
Summary of Accumulated Deferred Income Taxes:		
Net Deferred Income Tax Liabilities	$ 7,023	$ 6,419
ITC	51	58
Net Total Deferred Income Taxes and ITC	**$ 7,074**	**$ 6,477**

The deferred tax effect of certain assets and liabilities is presented in the table above net of the deferred tax effect associated with the respective regulatory deferrals.

PSEG and PSE&G each provide deferred taxes at the enacted statutory tax rate for all temporary differences between the financial statement carrying amounts and the tax bases of assets and liabilities irrespective of the treatment for ratemaking purposes. Management believes that it is probable that the accumulated tax benefits that previously have been treated as a flow-through item to PSE&G customers will be recovered from or refunded to PSE&G's customers in the future. See Note 5. Regulatory Assets and Liabilities.

The 2018 decrease in the federal tax rate resulted in PSE&G recording excess deferred income taxes. As of December 31, 2025, the remaining balance of excess deferred income taxes is all protected and was approximately $1.2 billion with a Regulatory Liability of approximately $1.7 billion. In 2025, PSE&G returned approximately $436 million of excess deferred income taxes and previously realized and current period deferred income taxes related to tax repair deductions to its customers with a reduction to tax expense of approximately $313 million. The flowback to customers of the excess deferred income taxes and previously realized tax repair deductions resulted in a decrease of approximately $355 million in the Regulatory Liability. The current period tax repair deduction reduces tax expense and revenue and recognizes a Regulatory Asset as PSE&G believes it is probable that the current period tax repair deductions flowed through to the customers will be recovered from customers in the future. See Note 5. Regulatory Assets and Liabilities for additional information.

In August 2022, the Inflation Reduction Act (IRA) was signed into law. The IRA enacted a 15% corporate alternative minimum tax (CAMT), which is based on adjusted financial statement income (AFSI), effective in 2023, and made certain changes to existing energy tax credit laws.

In 2025, PSEG determined that it is subject to CAMT as it is an applicable corporation in accordance with the statute. The impact of the CAMT for the twelve months ended December 31, 2025 was not material. PSEG had determined that it is not subject to the

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

CAMT for 2024 and 2023 as it was not an applicable corporation in accordance with the statute. In February 2026, the U.S. Treasury issued Notice 2026-07 (CAMT Notice) which clarifies AFSI computation by allowing an adjustment to deduct certain repair and maintenance costs that are capitalized in the applicable financial statement. This CAMT Notice will result in a reduction to AFSI for CAMT purposes. However, certain CAMT rules remain unclear; therefore, the issuance of future authoritative guidance could materially impact PSEG’s and PSE&G’s results of operations, financial condition and cash flows.

In April 2023, the U.S. Treasury issued Revenue Procedure 2023-15 that provides a Natural Gas Safe Harbor (NGSH) method of accounting to determine the annual repair tax deduction for gas T&D property. As a result of the CAMT Notice, PSE&G intends to adopt the NGSH method for its gas distribution assets in its 2025 Federal tax return including a historical cumulative IRC Section 481(a) adjustment. While PSEG is still evaluating this guidance, it expects that the additional repair deductions will reduce our taxable income and AFSI, and will result in lower cash taxes.

The IRA established a new PTC for existing qualified nuclear generation facilities, effective 2024 through 2032, a new technology neutral energy tax credit, inclusive of both new nuclear units and increases to nuclear generation capacity, effective 2025, and the transferability of energy tax credits, effective 2023. The PTC for a given nuclear facility can be multiplied by five if prevailing wage requirements are met, and the value of the PTC is designed to phase down as the facility’s gross receipts increase. Both the PTC rate and reduction amount are subject to the Internal Revenue Service’s determination of annual inflation.

PSEG’s estimated full year 2025 gross receipts for its nuclear operations were above the level at which it would receive PTCs, therefore, PSEG did not record a PTC benefit for the year ended December 31, 2025. For the year ended December 31, 2024, PSEG recorded an income tax benefit associated with PTCs of approximately $350 million. PSEG also recorded an $89 million unrecognized tax benefit, which would affect the effective tax rate if recognized, since the PTCs recorded constitute an uncertain tax position and are subject to change when authoritative guidance is issued by the U.S. Treasury, particularly related to the definition of "gross receipts". Such guidance could result in a material increase or decrease in the net PTC recorded. Further, ZEC revenue has been reduced by the estimated PTCs generated from PSEG Power’s Salem 1, Salem 2, and Hope Creek nuclear plants for the year ended December 31, 2024. ZEC revenue will be adjusted based upon the actual value of the PTCs generated. See Note 2. Revenues for additional information.

Despite the issuance of proposed regulations and various Notices that provide interim guidance on numerous provisions of the IRA, many aspects of the IRA, including the PTCs and the CAMT, remain unclear and are in need of further guidance; therefore, the impact of several provisions of the IRA will have on PSEG's and PSE&G's financial statements is subject to continued evaluation.

In July 2025, “An Act to Provide for Reconciliation Pursuant to Title II of H. Con. Res. 14” (the Act) was signed into law. The Act made no material changes to the PTC for existing qualified nuclear generation facilities. The Act permanently extends 100% bonus depreciation to qualified business property retroactive to January 19, 2025. The impact of the Act on PSEG’s and PSE&G’s financial statements is subject to continued evaluation.

As of December 31, 2025, PSEG had a $11 million state NOL and PSE&G had a $120 million New Jersey Corporate Business Tax NOL that are both expected to be fully realized in the future.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

PSEG recorded the following amounts related to its unrecognized tax benefits, which were primarily comprised of amounts recorded for PSE&G and PSEG's other subsidiaries:

2025	PSEG	PSE&G
	Millions	
Total Amount of Unrecognized Tax Benefits as of January 1, 2025	$ 209	$ 8
Increases as a Result of Positions Taken in a Prior Period	35	11
Decreases as a Result of Positions Taken in a Prior Period	(47)	—
Increases as a Result of Positions Taken during the Current Period	—	—
Decreases as a Result of Positions Taken during the Current Period	—	—
Decreases as a Result of Settlements with Taxing Authorities	—	—
Decreases due to Lapses of Applicable Statute of Limitations	(1)	—
Total Amount of Unrecognized Tax Benefits as of December 31, 2025	$ 196	$ 19
Accumulated Deferred Income Taxes Associated with Unrecognized Tax Benefits	(31)	(14)
Regulatory Asset—Unrecognized Tax Benefits	(1)	(1)
Total Amount of Unrecognized Tax Benefits that if Recognized, would Impact the Effective Tax Rate (including Interest and Penalties)	**$ 164**	**$ 4**

2024	PSEG	PSE&G
	Millions	
Total Amount of Unrecognized Tax Benefits as of January 1, 2024	$ 110	$ 11
Increases as a Result of Positions Taken in a Prior Period	18	—
Decreases as a Result of Positions Taken in a Prior Period	(4)	(3)
Increases as a Result of Positions Taken during the Current Period	90	1
Decreases as a Result of Positions Taken during the Current Period	—	—
Decreases as a Result of Settlements with Taxing Authorities	(4)	—
Decreases due to Lapses of Applicable Statute of Limitations	(1)	(1)
Total Amount of Unrecognized Tax Benefits as of December 31, 2024	$ 209	$ 8
Accumulated Deferred Income Taxes Associated with Unrecognized Tax Benefits	(30)	(5)
Regulatory Asset—Unrecognized Tax Benefits	(1)	(1)
Total Amount of Unrecognized Tax Benefits that if Recognized, would Impact the Effective Tax Rate (including Interest and Penalties)	**$ 178**	**$ 2**

2023	PSEG	PSE&G
	Millions	
Total Amount of Unrecognized Tax Benefits as of January 1, 2023	$ 130	$ 29
Increases as a Result of Positions Taken in a Prior Period	16	2
Decreases as a Result of Positions Taken in a Prior Period	(25)	(12)
Increases as a Result of Positions Taken during the Current Period	—	—
Decreases as a Result of Positions Taken during the Current Period	—	—
Decreases as a Result of Settlements with Taxing Authorities	(10)	(7)
Decreases due to Lapses of Applicable Statute of Limitations	(1)	(1)
Total Amount of Unrecognized Tax Benefits as of December 31, 2023	$ 110	$ 11
Accumulated Deferred Income Taxes Associated with Unrecognized Tax Benefits	(29)	(7)
Regulatory Asset—Unrecognized Tax Benefits	(2)	(2)
Total Amount of Unrecognized Tax Benefits that if Recognized, would Impact the Effective Tax Rate (including Interest and Penalties)	**$ 79**	**$ 2**

PSEG and its subsidiaries include accrued interest and penalties related to uncertain tax positions required to be recorded as Income Tax Expense in the Consolidated Statements of Operations. Accumulated interest and penalties that are recorded on the Consolidated Balance Sheets on uncertain tax positions were as follows:

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

	Accumulated Interest and Penalties on Uncertain Tax Positions as of December 31,		
	2025	2024	2023
	Millions		
PSEG	$ 24	$ 27	$ 25
PSE&G	$ 1	$ —	$ 1

Description of income tax years that remain subject to examination by material jurisdictions, where an examination has not already concluded are:

	PSEG	PSE&G
United States		
Federal	2022-2024	N/A
New Jersey	2015-2018	2015-2018
New Jersey	2021-2024	2021-2024
Pennsylvania	2017-2024	N/A
Connecticut	2022	N/A
Maryland	2022	N/A
New York	2020-2024	N/A

Note 20. Accumulated Other Comprehensive Income (Loss), Net of Tax

PSEG	Other Comprehensive Income (Loss)			
Accumulated Other Comprehensive Income (Loss)	**Cash Flow Hedges**	**Pension and OPEB Plans**	**Available-for -Sale Securities**	**Total**
	Millions			
Balance as of December 31, 2022	$ (3)	$ (426)	$ (121)	$ (550)
Current Period Other Comprehensive Income (Loss)				
Other Comprehensive Income (Loss) before Reclassifications	9	76	61	146
Amounts Reclassified from Accumulated Other Comprehensive Income (Loss)	(3)	248	(20)	225
Net Current Period Other Comprehensive Income (Loss)	6	324	41	371
Balance as of December 31, 2023	**$ 3**	**$ (102)**	**$ (80)**	**$ (179)**
Other Comprehensive Income (Loss) before Reclassifications	42	19	(18)	43
Amounts Reclassified from Accumulated Other Comprehensive Income (Loss)	(9)	7	5	3
Net Current Period Other Comprehensive Income (Loss)	33	26	(13)	46
Balance as of December 31, 2024	**$ 36**	**$ (76)**	**$ (93)**	**$ (133)**
Other Comprehensive Income (Loss) before Reclassifications	(8)	14	29	35
Amounts Reclassified from Accumulated Other Comprehensive Income (Loss)	(4)	6	5	7
Net Current Period Other Comprehensive Income (Loss)	(12)	20	34	42
Balance as of December 31, 2025	**$ 24**	**$ (56)**	**$ (59)**	**$ (91)**

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PSEG		Amounts Reclassified from Accumulated Other Comprehensive Income (Loss) to Statement of Operations Year Ended December 31, 2023		
Description of Amounts Reclassified from Accumulated Other Comprehensive Income (Loss)	Location of Pre-Tax Amount in Statement of Operations	Pre-Tax Amount	Tax (Expense) Benefit	After-Tax Amount
			Millions	
Cash Flow Hedges				
Interest Rate Derivatives	Interest Expense	$ 5	$ (2)	$ 3
Total Cash Flow Hedges		5	(2)	3
Pension and OPEB Plans				
Amortization of Prior Service (Cost) Credit	Net Non-Operating Pension and OPEB Credits (Costs)	8	(2)	6
Amortization of Actuarial Loss	Net Non-Operating Pension and OPEB Credits (Costs)	(20)	6	(14)
Pension Settlement Charge	Net Non-Operating Pension and OPEB Credits (Costs)	(334)	94	(240)
Total Pension and OPEB Plans		(346)	98	(248)
Available-for-Sale Securities				
Realized Gains (Losses)	Net Gains (Losses) on Trust Investments	34	(14)	20
Total Available-for-Sale Securities		34	(14)	20
Total		**$ (307)**	**$ 82**	**$ (225)**

PSEG		Amounts Reclassified from Accumulated Other Comprehensive Income (Loss) to Statement of Operations Year Ended December 31, 2024		
Description of Amounts Reclassified from Accumulated Other Comprehensive Income (Loss)	Location of Pre-Tax Amount in Statement of Operations	Pre-Tax Amount	Tax (Expense) Benefit	After-Tax Amount
			Millions	
Cash Flow Hedges				
Interest Rate Derivatives	Interest Expense	$ 13	$ (4)	$ 9
Total Cash Flow Hedges		13	(4)	9
Pension and OPEB Plans				
Amortization of Prior Service (Cost) Credit	Net Non-Operating Pension and OPEB Credits (Costs)	—	—	—
Amortization of Actuarial Loss	Net Non-Operating Pension and OPEB Credits (Costs)	(10)	3	(7)
Total Pension and OPEB Plans		(10)	3	(7)
Available-for-Sale Securities				
Realized Gains (Losses)	Net Gains (Losses) on Trust Investments	(8)	3	(5)
Total Available-for-Sale Securities		(8)	3	(5)
Total		**$ (5)**	**$ 2**	**$ (3)**

PSEG		Amounts Reclassified from Accumulated Other Comprehensive Income (Loss) to Statement of Operations Year Ended December 31, 2025		
Description of Amounts Reclassified from Accumulated Other Comprehensive Income (Loss)	Location of Pre-Tax Amount in Statement of Operations	Pre-Tax Amount	Tax (Expense) Benefit	After-Tax Amount
			Millions	
Cash Flow Hedges				
Interest Rate Derivatives	Interest Expense	$ 5	$ (1)	$ 4
Total Cash Flow Hedges		5	(1)	4
Pension and OPEB Plans				
Amortization of Prior Service (Cost) Credit	Net Non-Operating Pension and OPEB Credits (Costs)	(1)	—	(1)
Amortization of Actuarial Loss	Net Non-Operating Pension and OPEB Credits (Costs)	(7)	2	(5)
Total Pension and OPEB Plans		(8)	2	(6)
Available-for-Sale Securities				
Realized Gains (Losses)	Net Gains (Losses) on Trust Investments	(8)	3	(5)
Total Available-for-Sale Securities		(8)	3	(5)
Total		**$ (11)**	**$ 4**	**$ (7)**

Note 21. Earnings Per Share (EPS) and Dividends

EPS

Basic EPS is calculated by dividing Net Income (Loss) by the weighted average number of shares of common stock outstanding. Diluted EPS is calculated by dividing Net Income (Loss) by the weighted average number of shares of common stock outstanding, plus dilutive potential shares related to PSEG's stock based compensation. For additional information on PSEG's stock compensation plans see Note 17. Stock Based Compensation. The following table shows the effect of these dilutive potential shares on the weighted average number of shares outstanding used in calculating diluted EPS:

	Years Ended December 31,					
	2025		2024		2023	
	Basic	Diluted	Basic	Diluted	Basic	Diluted
EPS Numerator:						
(Millions)						
Net Income	**$ 2,111**	**$ 2,111**	**$ 1,772**	**$ 1,772**	**$ 2,563**	**$ 2,563**
EPS Denominator:						
(Millions)						
Weighted Average Common Shares Outstanding	499	499	498	498	498	498
Effect of Stock Based Compensation Awards	—	2	—	2	—	2
Total Shares	**499**	**501**	**498**	**500**	**498**	**500**
EPS:						
Net Income	**$ 4.23**	**$ 4.22**	**$ 3.56**	**$ 3.54**	**$ 5.15**	**$ 5.13**

From time to time, PSEG may repurchase shares to satisfy obligations under equity compensation awards and repurchase shares to satisfy purchases by employees under the ESPP.

For additional information on all the types of long-term incentive awards, see Note 17. Stock Based Compensation.

Common Stock Dividends

Dividend Payments on Common Stock	Years Ended December 31, 2025	2024	2023
Per Share	$ 2.52	$ 2.40	$ 2.28
in Millions	$ 1,258	$ 1,196	$ 1,137

On February 24, 2026, PSEG's Board of Directors approved a $0.67 per share common stock dividend for the first quarter of 2026.

Note 22. Financial Information by Business Segment

Basis of Organization

PSEG's and PSE&G's operating segments were determined by management in accordance with GAAP. These segments were determined based on how the Chief Operating Decision Maker (CODM) (the Chief Executive Officer (CEO) for PSEG and PSE&G), measures performance based on segment Net Income. The CODM uses Net Income for each segment in the annual budget and forecasting process. The CODM considers budget-to-actual variances on a monthly basis when making decisions about the allocation of operating and capital resources to each segment.

Based on management's analysis, PSE&G and PSEG Power were determined to be the operating segments of PSEG. The operating segments were determined based on the nature of regulated and unregulated operations and services provided by the respective segments. As discussed below, PSEG's two reportable segments are PSE&G and PSEG Power & Other, which includes amounts related to the PSEG Power operating segment as well as amounts applicable to Energy Holdings, PSEG LI, PSEG (parent corporation) and Services, which do not meet the definition of operating segments individually or in the aggregate and are immaterial to PSEG's consolidated assets and results.

PSE&G

The PSE&G reportable segment earns revenues from its tariffs, under which it provides electric transmission and electric and gas distribution services to residential, commercial and industrial customers in New Jersey. The rates charged for electric transmission are regulated by FERC while the rates charged for electric and gas distribution are regulated by the BPU. Revenues are also earned from several other activities such as investments in EE equipment on customers' premises, solar investments, the appliance service business and other miscellaneous services.

PSEG Power & Other

This reportable segment is comprised primarily of PSEG Power which earns revenues primarily by selling energy and capacity from our nuclear generation units and from the sale of wholesale natural gas through a full-requirements BGSS contract with PSE&G. PSEG Power also enters into bilateral contracts for energy, gas and other energy-related contracts to optimize the value of its portfolio of generating assets and its gas supply obligations.

This reportable segment also includes amounts applicable to PSEG LI, which generates revenues under its contract with LIPA, primarily for the recovery of costs when Servco is a principal in the transaction (see Note 3. Variable Interest Entity for additional information) as well as fixed and variable fee components under the contract, and Energy Holdings which holds an immaterial portfolio of remaining lease investments. Other also includes amounts applicable to PSEG (parent corporation) and Services.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

	PSE&G	PSEG Power & Other (A)	Eliminations (B)	Consolidated Total
			Millions	
Year Ended December 31, 2025				
Operating Revenues	$ 9,558	$ 3,722	$ (1,112)	$ 12,168
Energy Costs	3,782	1,489	(1,112)	4,159
Controllable Operation and Maintenance (C)	1,431	832	—	2,263
Depreciation and Amortization	1,116	141	—	1,257
Interest Income	16	19	(3)	32
Interest Expense	644	364	(3)	1,005
Income Tax Expense (Benefit)	152	111	—	263
Other Segment Items (D)	704	438	—	1,142
Net Income	$ 1,745	$ 366	$ —	$ 2,111
Gross Additions to Long-Lived Assets	$ 2,731	$ 572	$ (31)	$ 3,272
As of December 31, 2025				
Total Assets	$ 49,024	$ 9,067	$ (515)	$ 57,576
Investments in Equity Method Subsidiaries	$ —	$ 26	$ —	$ 26

	PSE&G	PSEG Power & Other (A)	Eliminations (B)	Consolidated Total
			Millions	
Year Ended December 31, 2024				
Operating Revenues	$ 8,449	$ 2,807	$ (966)	$ 10,290
Energy Costs	3,189	1,170	(966)	3,393
Controllable Operation and Maintenance (C)	1,317	771	—	2,088
Depreciation and Amortization	1,025	157	—	1,182
Interest Income	14	23	(5)	32
Interest Expense	582	305	(5)	882
Income Tax Expense (Benefit)	298	(245)	—	53
Other Segment Items (D)	505	447	—	952
Net Income	$ 1,547	$ 225	$ —	$ 1,772
Gross Additions to Long-Lived Assets	$ 2,921	$ 459	$ —	$ 3,380
As of December 31, 2024				
Total Assets	$ 46,364	$ 8,673	$ (397)	$ 54,640
Investments in Equity Method Subsidiaries	$ —	$ 21	$ —	$ 21

	PSE&G	PSEG Power & Other (A)	Eliminations (B)	Consolidated Total
			Millions	
Year Ended December 31, 2023				
Operating Revenues	$ 7,807	$ 4,533	$ (1,103)	$ 11,237
Energy Costs	3,010	1,353	(1,103)	3,260
Controllable Operation and Maintenance (C)	1,193	713	—	1,906
Depreciation and Amortization	980	155	—	1,135
Interest Income	19	38	(4)	53
Interest Expense	493	259	(4)	748
Income Tax Expense (Benefit)	160	358	—	518
Other Segment Items (D)	475	685	—	1,160
Net Income	$ 1,515	$ 1,048	$ —	$ 2,563
Gross Additions to Long-Lived Assets	$ 2,998	$ 327	$ —	$ 3,325
As of December 31, 2023				
Total Assets	$ 42,873	$ 8,407	$ (539)	$ 50,741
Investments in Equity Method Subsidiaries	$ —	$ 17	$ —	$ 17

(A) PSEG Power & Other results include net after-tax gains (losses) of $(54) million, $(151) million and $959 million in the years ended December 31, 2025, 2024 and 2023, respectively, related to the impacts of non-trading commodity mark-to-market activity, which consists of the financial impact from positions with future delivery dates.
(B) Intercompany eliminations primarily relate to intercompany transactions between PSE&G and PSEG Power. For a further discussion of the intercompany transactions between PSE&G and PSEG Power, see Note 2. Revenues and Note 23. Related-Party Transactions.
(C) Controllable Operation and Maintenance expense includes amounts for labor and benefit costs, materials, outside services and other normal operational costs, including intersegment amounts, and is the significant expense information that is regularly provided to the CODM.
(D) Other Segment Items include all other items to reconcile to Net Income. This includes all other O&M (primarily related to clause related expenditures at PSE&G and expenditures for transactions in which Servco acts as principal and controls the services provided to LIPA at PSEG Power & Other, each of which offset corresponding revenue amounts in those segments), losses on asset dispositions, non-operating pension and OPEB credits and costs, gains and losses on trust investments and other income and deductions. This includes a $239 million after-tax pension charge due to the remeasurement of the qualified pension plans as a result of the pension settlement transaction in 2023.

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Note 23. Related-Party Transactions

The following discussion relates to intercompany transactions, which are eliminated during the PSEG consolidation process in accordance with GAAP.

PSE&G

The financial statements for PSE&G include transactions with related parties presented as follows:

Related Party Transactions	Years Ended December 31, 2025	2024	2023
	Millions		
Net Billings from PSEG Power (A)	$ 1,106	$ 959	$ 1,065
Administrative Billings from Services (B)	$ 545	516	$ 443
Total Billings from Affiliates	**$ 1,651**	**$ 1,475**	**$ 1,508**

Related Party Transactions	Years Ended December 31, 2025	2024
	Millions	
Net Payable to PSEG Power (A)	$ 228	$ 209
Net Payable to Services (B)	102	116
Net Payable to PSEG (C)	142	37
Accounts Payable—Affiliated Companies	**$ 472**	**$ 362**
Working Capital Advances to Services (D)	**$ 33**	**$ 33**
Long-Term Accrued Taxes Payable (Receivable) (C)	**$ 7**	**$ (2)**

(A) PSE&G has entered into a requirements contract with PSEG Power under which PSEG Power provides the gas supply services needed to meet PSE&G's BGSS and other contractual requirements. In addition, PSEG Power sold ZECs to PSE&G from its nuclear units under the ZEC program as approved by the BPU. The rates in the BGSS contract and for the ZEC sales were prescribed by the BPU. BGSS sales were billed and settled on a monthly basis. ZEC sales were billed on a monthly basis and settled annually following completion of each energy year. The ZEC program ended effective June 1, 2025, with the final ZEC payment from PSE&G to PSEG Power settled in August 2025. In addition, PSEG Power and PSE&G provide certain technical services for each other generally at cost in compliance with FERC and BPU affiliate rules.

(B) Services provides and bills administrative services to PSE&G at cost. In addition, PSE&G has other payables to Services, including amounts related to certain common costs, which Services pays on behalf of PSE&G.

(C) PSEG pays net wages and payroll taxes and receives reimbursement from its affiliated companies for their respective portions. PSEG and its subsidiaries file a consolidated federal income tax return and PSEG and PSE&G file state income tax returns, some of which are combined or unitary. Income taxes are allocated to PSEG's subsidiaries in accordance with a tax allocation agreement whereby each PSEG subsidiary's current and deferred tax expense is computed on a stand-alone basis. Each subsidiary is allocated an amount of tax similar to that which would be paid if it filed a separate income tax return, except for certain tax attributes and state apportionment results. If the result is a net tax liability, such amount shall be paid to PSEG. If there are NOLs and/or tax credits, the subsidiary shall receive payment for the tax savings from PSEG to the extent that PSEG is able to utilize those benefits.

(D) PSE&G has advanced working capital to Services. The amount is included in Other Noncurrent Assets on PSE&G's Consolidated Balance Sheets.

ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

None.

ITEM 9A. CONTROLS AND PROCEDURES

Disclosure Controls and Procedures

PSEG and PSE&G

We have established and maintain disclosure controls and procedures as defined under Rule 13a-15(e) and 15d-15(e) promulgated under the Securities Exchange Act of 1934, as amended (the "Exchange Act") that are designed to provide reasonable assurance that information required to be disclosed in the reports that are filed or submitted under the Exchange Act is recorded, processed, summarized and reported and is accumulated and communicated to the Chief Executive Officer (CEO) and Chief Financial Officer (CFO) of each respective company, as appropriate, by others within the entities to allow timely decisions regarding required disclosure. We have established a disclosure committee which includes several key management employees and which reports directly to the CFO and CEO of each of PSEG and PSE&G. The committee monitors and evaluates the effectiveness of these disclosure controls and procedures. The CFO and CEO of each of PSEG and PSE&G have evaluated the effectiveness of the disclosure controls and procedures and, based on this evaluation, have concluded that disclosure controls and procedures at each respective company were effective at a reasonable assurance level as of the end of the period covered by the report.

Internal Controls

PSEG and PSE&G

We have conducted assessments of our internal control over financial reporting as of December 31, 2025, as required by Section 404 of the Sarbanes-Oxley Act, using the framework promulgated by the Committee of Sponsoring Organizations of the Treadway Commission, commonly referred to as "COSO." Managements' reports on PSEG's and PSE&G's internal control over financial reporting are included on pages 160 and 161, respectively. The Independent Registered Public Accounting Firm's report with respect to the effectiveness of PSEG's internal control over financial reporting is included on page 162. Management has concluded that internal control over financial reporting is effective as of December 31, 2025.

We continually review our disclosure controls and procedures and make changes, as necessary, to ensure the quality of our financial reporting. There have been no changes in internal control over financial reporting that occurred during the fourth quarter of 2025 that have materially affected, or are reasonably likely to materially affect, each registrant's internal control over financial reporting.

ITEM 9B. OTHER INFORMATION

Director and Officer Rule 10b5-1 and non-Rule 10b5-1 Trading Plans

During the three months ended December 31, 2025, certain of our officers and directors adopted, terminated or modified trading plans for the sale of PSEG common stock which are intended to satisfy the affirmative defense of Rule 10b5-1(c) of the Exchange Act, as shown in the following table:

Name and Title	Action	Date	Aggregate Number of Shares to be Sold or Purchased	Expiration (A)
Ralph A. LaRossa	Adoption	November 12, 2025	Sell 37,500 shares	August 31, 2027
Chair of the Board, President and Chief Executive Officer				

(A) Expires on the date shown or such earlier date upon the completion of all trades under the plan or the occurrence of such other termination events as specified in the plan, including but not limited to termination of the plan.

ITEM 9C. DISCLOSURE REGARDING FOREIGN JURISDICTIONS THAT PREVENT INSPECTIONS

Not applicable.

MANAGEMENT REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING—PSEG

Management of Public Service Enterprise Group Incorporated (PSEG) is responsible for establishing and maintaining effective internal control over financial reporting and for the assessment of the effectiveness of internal control over financial reporting. As defined by the SEC in Rules 13a-15(f) and 15d-15(f) under the Securities Exchange Act of 1934, internal control over financial reporting is a process designed by, or under the supervision of, the company's principal executive and principal financial officers, or persons performing similar functions, and implemented by the company's management and other personnel, with oversight by the Audit Committee of the Board of Directors to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with accounting principles generally accepted in the United States of America (generally accepted accounting principles).

PSEG's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of PSEG's assets; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of PSEG are being made only in accordance with authorizations of PSEG's management and directors; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of PSEG's assets that could have a material effect on the financial statements.

In connection with the preparation of PSEG's annual financial statements, management of PSEG has undertaken an assessment, which includes the design and operational effectiveness of PSEG's internal control over financial reporting based on criteria established in the *Internal Control - Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission, commonly referred to as "COSO". The COSO framework is based upon five integrated components of control: control environment, risk assessment, control activities, information and communications and ongoing monitoring.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projection of any evaluation of effectiveness to future periods is subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Based on the assessment performed, management has concluded that PSEG's internal control over financial reporting is effective and provides reasonable assurance regarding the reliability of PSEG's financial reporting and the preparation of its financial statements as of December 31, 2025 in accordance with generally accepted accounting principles. Further, management has not identified any material weaknesses in internal control over financial reporting as of December 31, 2025.

PSEG's external auditors, Deloitte & Touche LLP, have audited PSEG's financial statements for the year ended December 31, 2025 included in this annual report on Form 10-K and, as part of that audit, have issued a report on the effectiveness of PSEG's internal control over financial reporting, a copy of which is included in this annual report on Form 10-K.

/s/ RALPH A. LAROSSA
Chief Executive Officer

/s/ DANIEL J. CREGG
Chief Financial Officer
February 26, 2026

MANAGEMENT REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING—PSE&G

Management of Public Service Electric and Gas Company (PSE&G) is responsible for establishing and maintaining effective internal control over financial reporting and for the assessment of the effectiveness of internal control over financial reporting. As defined by the SEC in Rules 13a-15(f) and 15d-15(f) under the Securities Exchange Act of 1934, internal control over financial reporting is a process designed by, or under the supervision of, the company's principal executive and principal financial officers, or persons performing similar functions, and implemented by the company's management and other personnel, with oversight by the Audit Committee of the Board of Directors of its parent, Public Service Enterprise Group Incorporated, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with accounting principles generally accepted in the United States of America (generally accepted accounting principles).

PSE&G's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of PSE&G's assets; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of PSE&G are being made only in accordance with authorizations of PSE&G's management and directors; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of PSE&G's assets that could have a material effect on the financial statements.

In connection with the preparation of PSE&G's annual financial statements, management of PSE&G has undertaken an assessment, which includes the design and operational effectiveness of PSE&G's internal control over financial reporting based on criteria established in the *Internal Control - Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission, commonly referred to as "COSO". The COSO framework is based upon five integrated components of control: control environment, risk assessment, control activities, information and communications and ongoing monitoring.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projection of any evaluation of effectiveness to future periods is subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Based on the assessment performed, management has concluded that PSE&G's internal control over financial reporting is effective and provides reasonable assurance regarding the reliability of PSE&G's financial reporting and the preparation of its financial statements as of December 31, 2025 in accordance with generally accepted accounting principles. Further, management has not identified any material weaknesses in internal control over financial reporting as of December 31, 2025.

/s/ RALPH A. LAROSSA

Chief Executive Officer

/s/ DANIEL J. CREGG

Chief Financial Officer

February 26, 2026

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Stockholders of
Public Service Enterprise Group Incorporated

Opinion on Internal Control over Financial Reporting

We have audited the internal control over financial reporting of Public Service Enterprise Group Incorporated and subsidiaries (the "Company" or "PSEG") as of December 31, 2025, based on criteria established in *Internal Control — Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). In our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2025, based on criteria established in *Internal Control — Integrated Framework (2013)* issued by COSO.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated financial statements and the consolidated financial statement schedule listed in the Index at Item 15(B)(a) as of and for the year ended December 31, 2025, of the Company and our report dated February 26, 2026, expressed an unqualified opinion on those financial statements.

Basis for Opinion

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management Report on Internal Control Over Financial Reporting - PSEG. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Definition and Limitations of Internal Control over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ Deloitte & Touche LLP

Morristown, New Jersey
February 26, 2026

PART III

ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE

Executive Officers

PSEG

The information required by Item 10 of Form 10-K with respect to executive officers is set forth in Part I. Information About Our Executive Officers (PSEG).

PSE&G

Omitted pursuant to conditions set forth in General Instruction I of Form 10-K.

Directors

PSEG

The information required by Item 10 of Form 10-K with respect to (i) present directors of PSEG who are nominees for election as directors at PSEG's 2026 Annual Meeting of Stockholders, (ii) the director nomination process, and (iii) the composition of the Audit Committee of the Board, is set forth under the headings "Nominees For Director-Biographical Information," "Overview of Board Nominees-Board Refreshment and Tenure," and "-Board Membership Selection," and "Corporate Governance-Board Committees," respectively, in PSEG's definitive Proxy Statement for such Annual Meeting of Stockholders, which definitive Proxy Statement is expected to be filed with the U.S. Securities and Exchange Commission (SEC) on or about March 12, 2026 and which information set forth under said heading is incorporated herein by this reference thereto.

PSE&G

Omitted pursuant to conditions set forth in General Instruction I of Form 10-K.

Standards of Conduct

Our Standards of Conduct (Standards) is a code of ethics applicable to us and our subsidiaries. The Standards are an integral part of our business conduct compliance program and embody our commitment to conduct operations in accordance with the highest legal and ethical standards. The Standards apply to all of our directors and employees (including PSE&G's, PSEG Power's, Energy Holdings' and Services' respective principal executive officer, principal financial officer, principal accounting officer or Controller and persons performing similar functions). Each such person is responsible for understanding and complying with the Standards. The Standards are posted on our website, https://corporate.pseg.com/aboutpseg/leadershipandgovernance/standardsofconduct.

The Standards establish a set of common expectations for behavior to which each employee must adhere in dealings with investors, customers, fellow employees, competitors, vendors, government officials, the media and all others who may associate their words and actions with us. The Standards have been developed to provide reasonable assurance that, in conducting our business, employees behave ethically and in accordance with the law and do not take advantage of investors, regulators or customers through manipulation, abuse of confidential information or misrepresentation of material facts.

To the extent required by applicable rules of the SEC and/or NYSE, we will post on our website, https://corporate.pseg.com/aboutpseg/leadershipandgovernance/standardsofconduct:

- Any amendment that we adopt to our Standards; and
- Any grant by us of a waiver from the Standards that applies to any director or executive officer.

Insider Trading Policies and Procedures

We have adopted insider trading policies and procedures governing transactions in securities of PSEG and its subsidiaries by us, our directors, officers and employees that are reasonably designed to promote compliance with insider trading laws, rules and regulations, and any listing standards applicable to us. A copy of our insider trading policies and procedures is filed as Exhibit 19 as part of this Annual Report on Form 10-K and incorporated by reference herein.

ITEM 11. EXECUTIVE COMPENSATION

PSEG

The information required by Item 11 of Form 10-K is set forth in PSEG's definitive Proxy Statement for the 2026 Annual Meeting of Stockholders which definitive Proxy Statement is expected to be filed with the SEC on or about March 12, 2026 and such information that is responsive to this Item 11, except for information set forth under the heading "Pay Versus Performance," is incorporated herein by this reference thereto.

PSE&G

Omitted pursuant to conditions set forth in General Instruction I of Form 10-K.

ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS

PSEG

The information required by Item 12 of Form 10-K with respect to directors, executive officers and certain beneficial owners is set forth under the heading "Security Ownership of Directors, Management and Certain Beneficial Owners" in PSEG's definitive Proxy Statement for the 2026 Annual Meeting of Stockholders which definitive Proxy Statement is expected to be filed with the SEC on or about March 12, 2026 and such information set forth under such heading is incorporated herein by this reference thereto.

For information relating to securities authorized for issuance under equity compensation plans, see Item 5. Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities.

PSE&G

Omitted pursuant to conditions set forth in General Instruction I of Form 10-K.

ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE

PSEG

The information required by Item 13 of Form 10-K is set forth under the heading "Corporate Governance-Certain Relationships and Related Person Transactions" in PSEG's definitive Proxy Statement for the 2026 Annual Meeting of Stockholders which definitive Proxy Statement is expected to be filed with the SEC on or about March 12, 2026 and such information set forth under such heading is incorporated herein by this reference thereto.

PSE&G

Omitted pursuant to conditions set forth in General Instruction I of Form 10-K.

ITEM 14. PRINCIPAL ACCOUNTANT FEES AND SERVICES

The information required by Item 14 of Form 10-K is set forth under the heading "Oversight of the Independent Auditor-Fees Billed by Deloitte for 2025 and 2024" in PSEG's definitive Proxy Statement for the 2026 Annual Meeting of Stockholders which definitive Proxy Statement is expected to be filed with the SEC on or about March 12, 2026. Such information set forth under such heading is incorporated herein by this reference hereto.

PART IV

ITEM 15. EXHIBITS, FINANCIAL STATEMENT SCHEDULES

(A) The following Financial Statements are filed as a part of this report:

a. Public Service Enterprise Group Incorporated's Consolidated Balance Sheets as of December 31, 2025 and 2024 and the related Consolidated Statements of Operations, Comprehensive Income, Cash Flows and Stockholders' Equity for the three years ended December 31, 2025 on pages 70 through 75.

b. Public Service Electric and Gas Company's Consolidated Balance Sheets as of December 31, 2025 and 2024 and the related Consolidated Statements of Operations, Comprehensive Income, Cash Flows and Common Stockholder's Equity for the three years ended December 31, 2025 on pages 76 through 81.

(B) The following documents are filed as a part of this report:

a. PSEG's Financial Statement Schedules:

Schedule II—Valuation and Qualifying Accounts for each of the three years in the period ended December 31, 2025 (page 171).

b. PSE&G's Financial Statement Schedules:

Schedule II—Valuation and Qualifying Accounts for each of the three years in the period ended December 31, 2025 (page 171).

Schedules other than those listed above are omitted for the reason that they are not required or are not applicable, or the required information is shown in the consolidated financial statements or notes thereto.

(C) The following documents are filed as part of this report:

LIST OF EXHIBITS:

a.	**PSEG:**
3a	Certificate of Incorporation Public Service Enterprise Group Incorporated[1]
3b	Certificate of Amendment of Certificate of Incorporation of Public Service Enterprise Group Incorporated, effective April 23, 1987[2]
3c	Certificate of Amendment of Certificate of Incorporation of Public Service Enterprise Group Incorporated, effective April 20, 2007[3]
3d	By-Laws of Public Service Enterprise Group Incorporated effective February 14, 2023[4]
4a	Indenture between Public Service Enterprise Group Incorporated and First Union National Bank (U.S. Bank National Association, successor), as Trustee, dated January 1, 1998 providing for Deferrable Interest Subordinated Debentures in Series (relating to Quarterly Preferred Securities)[5]
4b	Indenture between Public Service Enterprise Group Incorporated and U.S. Bank National Association (as successor to First Union National Bank), as Trustee, dated November 1, 1998 providing for Senior Debt Securities[6]
4c	Description of Common Stock[7]
10a(1)	Supplemental Executive Retirement Income Plan, amended effective July 1, 2019[8]
10a(2)	Retirement Income Reinstatement Plan for Non-Represented Employees, Amended effective July 1, 2019[9]
10a(3)	2007 Equity Compensation Plan for Outside Directors, amended and restated effective November 19, 2019 [10]
10a(4)	Deferred Compensation Plan for Directors, amended effective January 1, 2019[11]
10a(5)	Key Executive Severance Plan of Public Service Enterprise Group Incorporated, amended effective December 15, 2025

LIST OF EXHIBITS:

10a(6)	Stock Plan for Outside Directors, as amended[12]
10a(7)	Compensation Plan for Outside Directors[13]
10a(8)	2004 Long-Term Incentive Plan, amended and restated as of April 16, 2013[14]
10a(9)	Form of Agreement for Advancement of Expenses with Outside Directors[15]
10a(10)	Agreement with Tamara L. Linde dated September 16, 2024[16]
10a(11)	Agreement with Daniel J. Cregg dated September 22, 2015[17]
10a(12)	Clawback Practice, effective February 20, 2018[18]
10a(13)	Agreement with Ralph A. LaRossa dated April 18, 2022[19]
10a(14)	2021 Long-Term Incentive Plan, effective April 20, 2021[20]
10a(15)	2021 Equity Compensation Plan for Outside Directors, effective April 20, 2021[21]
10a(16)	Agreement with Kim C. Hanemann dated May 21, 2021[22]
10a(17)	Retention Award for Daniel J. Cregg dated April 17, 2023[23]
10a(18)	2021 Equity Compensation Plan for Outside Directors - Restricted Stock Unit Award Agreement[24]
10a(19)	Deferred Compensation Plan for Certain Employees, amended and restated effective November 18, 2024[25]
10a(20)	Management Incentive Compensation Plan, amended December 16, 2025 and effective January 1, 2026
10a(21)	Equity Deferral Plan, amended and restated effective November 20, 2023[26]
10a(22)	2021 Long-Term Incentive Plan - Performance Share Units Award Agreement
10a(23)	2021 Long-Term Incentive Plan - Restricted Stock Unit Award Agreement
10a(24)	Agreement with Charles V. McFeaters dated April 18, 2023[27]
10a(25)	Agreement with Grace Park dated September 16, 2024[28]
19	Insider Trading Policies and Procedures[29]
21	Subsidiaries of the Registrant
23	Consent of Independent Registered Public Accounting Firm
31	Certification by Ralph A. LaRossa, pursuant to Rules 13a-14 and 15d-14 of the Securities Exchange Act of 1934 (1934 Act)
31a	Certification by Daniel J. Cregg, pursuant to Rules 13a-14 and 15d-14 of the 1934 Act
32	Certification by Ralph A. LaRossa, pursuant to Section 1350 of Chapter 63 of Title 18 of the U.S. Code
32a	Certification by Daniel J. Cregg, pursuant to Section 1350 of Chapter 63 of Title 18 of the U.S. Code
97	Clawback Practice for Recovery of Erroneously Awarded Compensation to Executive Officers[30]
101.INS	Inline XBRL Instance Document - The instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.
101.SCH	Inline XBRL Taxonomy Extension Schema
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101)
b.	**PSE&G**
3a(1)	Restated Certificate of Incorporation of PSE&G[31]
3a(2)	Certificate of Amendment of Restated Certificate of Incorporation of PSE&G filed February 18, 1987 with the State of New Jersey adopting limitations of liability provisions in accordance with an amendment to New Jersey Business Corporation Act[32]
3a(3)	Certificate of Amendment of Restated Certificate of Incorporation of PSE&G filed June 17, 1992 with the State of New Jersey, establishing the 7.44% Cumulative Preferred Stock ($100 Par) as a series of Preferred Stock[33]
3a(4)	Certificate of Amendment of Restated Certificate of Incorporation of PSE&G filed March 11, 1993 with the State of New Jersey, establishing the 5.97% Cumulative Preferred Stock ($100 Par) as a series of Preferred Stock[34]
3a(5)	Certificate of Amendment of Restated Certificate of Incorporation of PSE&G filed January 27, 1994 with the State of New Jersey, establishing the 6.92% Cumulative Preferred Stock ($100 Par) and the 6.75% Cumulative Preferred Stock ($25 Par) as a series of Preferred Stock[35]
3b(1)	By-Laws of PSE&G as in effect April 17, 2007[36]
4a(1)	Indenture between PSE&G and Fidelity Union Trust Company (now, Wachovia Bank, National Association), as Trustee, dated August 1, 1924[37], securing First and Refunding Mortgage Bond and Supplemental Indentures between PSE&G and U.S. Bank National Association, successor, as Trustee, supplemental to Exhibit 4a(1), dated as follows:
4a(2)	June 1, 1937[38]
4a(3)	July 1, 1937[39]
4a(4)	June 1, 1991 (No. 1)[40]
4a(5)	August 1, 2004 (No. 4)[41]
4a(6)	April 1, 2007[42]
4a(7)	November 1, 2009[43]
4a(8)	May 1, 2012[44]

LIST OF EXHIBITS:

4a(9)	May 1, 2013[45]
4a(10)	August 1, 2014[46]
4a(11)	May 1, 2015[47]
4a(12)	September 1, 2016[48]
4a(13)	April 1, 2018[49]
4a(14)	December 1, 2019[50]
4a(15)	March 1, 2022[51]
4a(16)	February 1, 2024[52]
4a(17)	December 1, 2025
4b	Description of the First and Refunding Mortgage Bonds[53]
4c	Indenture of Trust between PSE&G and Chase Manhattan Bank (National Association) (The Bank of New York Mellon, successor), as Trustee, providing for Secured Medium-Term Notes dated July 1, 1993[54]
4d	Indenture dated as of December 1, 2000 between Public Service Electric and Gas Company and First Union National Bank (U.S. Bank National Association, successor), as Trustee, providing for Senior Debt Securities[55]
10a(1)	Supplemental Executive Retirement Income Plan, amended effective July 1, 2019[8]
10a(2)	Retirement Income Reinstatement Plan for Non-Represented Employees, Amended effective July 1, 2019[9]
10a(3)	2007 Equity Compensation Plan for Outside Directors, amended and restated effective November 19, 2019[10]
10a(4)	Deferred Compensation Plan for Directors, amended effective January 1, 2019[11]
10a(5)	Key Executive Severance Plan of Public Service Enterprise Group Incorporated, amended effective December 15, 2025
10a(6)	Stock Plan for Outside Directors, as amended[12]
10a(7)	Compensation Plan for Outside Directors[13]
10a(8)	2004 Long-Term Incentive Plan amended and restated as of April 16, 2013[14]
10a(9)	Form of Agreement for Advancement of Expenses with Outside Directors[56]
10a(10)	Agreement with Tamara L. Linde dated September 16, 2024[16]
10a(11)	Agreement with Daniel J. Cregg dated September 22, 2015[17]
10a(12)	Clawback Practice, effective February 20, 2018[18]
10a(13)	Agreement with Ralph A. LaRossa dated April 18, 2022[19]
10a(14)	2021 Long-Term Incentive Plan, effective April 20, 2021[20]
10a(15)	2021 Equity Compensation Plan for Outside Directors, effective April 20, 2021[21]
10a(16)	Agreement with Kim C. Hanemann dated May 21, 2021[22]
10a(17)	Retention Award for Daniel J. Cregg dated April 17, 2023[23]
10a(18)	2021 Equity Compensation Plan for Outside Directors - Restricted Stock Unit Award Agreement [24]
10a(19)	Deferred Compensation Plan for Certain Employees, amended and restated effective November 18, 2024[25]
10a(20)	Management Incentive Compensation Plan, amended December 16, 2025 and effective January 1, 2026
10a(21)	Equity Deferral Plan, amended and restated effective November 20, 2023[26]
10a(22)	2021 Long-Term Incentive Plan - Performance Share Units Award Agreement
10a(23)	2021 Long-Term Incentive Plan - Restricted Stock Unit Award Agreement
10a(24)	Agreement with Grace Park dated September 16, 2024[28]
19	Insider Trading Policies and Procedures[29]
23a	Consent of Independent Registered Public Accounting Firm
31b	Certification by Ralph A. LaRossa, pursuant to Rules 13a-14 and 15d-14 of the 1934 Act
31c	Certification by Daniel J. Cregg, pursuant to Rules 13a-14 and 15d-14 of the 1934 Act
32b	Certification by Ralph A. LaRossa, pursuant to Section 1350 of Chapter 63 of Title 18 of the U.S. Code
32c	Certification by Daniel J. Cregg, pursuant to Section 1350 of Chapter 63 of Title 18 of the U.S. Code
97	Clawback Practice for Recovery of Erroneously Awarded Compensation to Executive Officers[30]
101.INS	Inline XBRL Instance Document - The instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document
101.SCH	Inline XBRL Taxonomy Extension Schema
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101)

(1) Filed as Exhibit 3.1a with Quarterly Report on Form 10-Q for the quarter ended March 31, 2007, File No. 001-09120, on May 4, 2007 and incorporated herein by this reference.
(2) Filed as Exhibit 3.1b with Quarterly Report on Form 10-Q for the quarter ended March 31, 2007, File No. 001-09120, on May 4, 2007 and incorporated herein by this reference.
(3) Filed as Exhibit 3.1c with Quarterly Report on Form 10-Q for the quarter ended March 31, 2007, File No. 001-09120, on May 4, 2007 and incorporated herein by this reference.
(4) Filed as Exhibit 3.1 with Current Report on Form 8-K, File No. 001-09120, on February 17, 2023 and incorporated herein by this reference.
(5) Filed as Exhibit 4(f) with Quarterly Report on Form 10-Q for the quarter ended March 31, 1998, File No. 001-09120, on May 13, 1998 and incorporated herein by this reference.
(6) Filed as Exhibit 4(f) with Annual Report on Form 10-K for the year ended December 31, 1998, File No. 001-09120, on February 23, 1999 and incorporated herein by this reference
(7) Filed as Exhibit 4c for PSEG with Annual Report on Form 10-K for the year ended December 31, 2019. File No. 001-09120, on February 26, 2020 and incorporated herein by this reference.
(8) Filed as Exhibit 10.1 with Quarterly Report on Form 10-Q for the quarter ended September 30, 2019, File No. 001-09120, on October 31, 2019 and incorporated herein by this reference.
(9) Filed as Exhibit 10.2 with Quarterly Report on Form 10-Q for the quarter ended September 30, 2019, File No. 001-09120, on October 31, 2019 and incorporated herein by this reference.
(10) Filed as Exhibit 10a(3) with Annual Report on Form 10-K for the year ended December 31, 2020, File No. 001-09120, on March 1, 2021 and incorporated herein by this reference.
(11) Filed as Exhibit 10a(4) with Annual Report on Form 10-K for the year ended December 31, 2018, File No. 001-09120 on February 27, 2019 and incorporated herein by this reference.
(12) Filed as Exhibit 10a(17) with Annual Report on Form 10-K for the year ended December 31, 2002, File No. 001-09120, on February 26, 2003 and incorporated herein by this reference.
(13) Filed as Exhibit 10a(20) with Annual Report on Form 10-K for the year ended December 31, 2002, File No. 001-09120, on February 26, 2003 and incorporated herein by this reference.
(14) Filed as Exhibit 10 with Quarterly Report on Form 10-Q for the quarter ended March 31, 2013, File No. 001-09120, on May 1, 2013 and incorporated herein by this reference.
(15) Filed as Exhibit 10.1 with Current Report on Form 8-K, File No. 001-09120, on February 19, 2009 and incorporated herein by this reference.
(16) Filed as Exhibit 10.1 with Quarterly Report on Form 10-Q for the quarter ended September 30, 2024, File No. 001-09120, on November 4, 2024, and incorporated herein by this reference.
(17) Filed as Exhibit 10a(11) with Annual Report on Form 10-K for the year ended December 31, 2024, File No. 001-09120 on February 25, 2025 and incorporated herein by this reference.
(18) Filed as Exhibit 10a(20) with Annual Report on Form 10-K for the year ended December 31, 2017, File No. 001-09120 on February 26, 2018 and incorporated herein by this reference.
(19) Filed as Exhibit 10.2 with Current Report on Form 8-K, File No. 001-09120, on April 19, 2022 and incorporated herein by this reference.
(20) Filed as Exhibit 99.1 with Current Report on Form 8-K, File No. 001-09120, on April 22, 2021 and incorporated herein by this reference.
(21) Filed as Exhibit 4.6 to Registration Statement on Form S-8, File No. 001-09120, on April 23, 2021 and incorporated herein by this reference.
(22) Filed as Exhibit 10(4) with Quarterly Report on Form 10-Q for the quarter ended June 30, 2021, File No. 001-09120, on August 9, 2021 and incorporated herein by this reference.
(23) Filed as Exhibit 10.1 with Quarterly Report on Form 10-Q for the quarter ended March 31, 2023, File No. 001-09120, on May 2, 2023 and incorporated herein by reference.
(24) Filed as Exhibit 10 with Quarterly Report on Form 10-Q for the quarter ended March 31, 2024, File No. 001-09120, on April 30, 2024 and incorporated herein by reference.

(25) Filed as Exhibit 10.2 with Current Report on Form 8-K, File No. 001-09120, on November 19, 2024 and incorporated herein by this reference.
(26) Filed as Exhibit 10a(21) with Annual Report on Form 10-K for the year ended December 31, 2023, File No. 001-09120 on February 26, 2024 and incorporated herein by this reference.
(27) Filed as Exhibit 10a(24) with Annual Report on Form 10-K for the year ended December 31, 2023, File No. 001-09120 on February 26, 2024 and incorporated herein by this reference.
(28) Filed as Exhibit 10.2 with Quarterly Report on Form 10-Q for the quarter ended September 30, 2024, File No. 001-09120, on November 4, 2024, and incorporated herein by this reference.
(29) Filed as Exhibit 19 with Annual Report on Form 10-K for the year ended December 31, 2024, File No. 001-09120 on February 25, 2025 and incorporated herein by this reference.
(30) Filed as Exhibit 97 with Annual Report on Form 10-K for the year ended December 31, 2023, File No. 001-09120 on February 26, 2024 and incorporated herein by this reference.
(31) Filed as Exhibit 3a(1) on Form 8-A, File No. 001-00973, on February 4, 1994 and incorporated herein by this reference.
(32) Filed as Exhibit 3a(2) on Form 8-A, File No. 001-00973, on February 4, 1994 and incorporated herein by this reference.
(33) Filed as Exhibit 3a(3) on Form 8-A, File No. 001-00973, on February 4, 1994 and incorporated herein by this reference.
(34) Filed as Exhibit 3a(4) on Form 8-A, File No. 001-00973, on February 4, 1994 and incorporated herein by this reference.
(35) Filed as Exhibit 3a(5) on Form 8-A, File No. 001-00973, on February 4, 1994 and incorporated herein by this reference.
(36) Filed as Exhibit 3.3 with Quarterly Report on Form 10-Q for the quarter ended March 31, 2007, File No. 001-00973, on May 4, 2007 and incorporated herein by this reference.
(37) Filed as Exhibit 4b(1) with Annual Report on Form 10-K for the year ended December 31, 1980, File No. 001-00973, on February 18, 1981 and incorporated herein by this reference.
(38) Filed as Exhibit 4b(3) with Annual Report on Form 10-K for the year ended December 31, 1980, File No. 001-00973, on February 18, 1981 and incorporated herein by this reference.
(39) Filed as Exhibit 4b(4) with Annual Report on Form 10-K for the year ended December 31, 1980, File No. 001-00973, on February 18, 1981 and incorporated herein by this reference.
(40) Filed as Exhibit 4(i) on Form 8-A, File No. 001-00973, on June 1, 1991 and incorporated herein by this reference.
(41) Filed as Exhibit 4a(28) with Annual Report on Form 10-K for the year ended December 31, 2004, File No. 001-00973, on March 1, 2005 and incorporated herein by this reference.
(42) Filed as Exhibit 4a(28) with Annual Report on Form 10-K for the year ended December 31, 2007, File No. 001-00973, on February 28, 2008 and incorporated herein by this reference.
(43) Filed as Exhibit 4a(30) with Annual Report on Form 10-K for the year ended December 31, 2009, File No. 001-00973, on February 25, 2010 and incorporated herein by this reference.
(44) Filed as Exhibit 4a(32) with Annual Report on Form 10-K for the year ended December 31, 2012, File No. 001-00973, on February 26, 2013, and incorporated herein by this reference.
(45) Filed as Exhibit 4 with Quarterly Report on Form 10-Q for the quarter ended June 30, 2013, File No. 001-00973, on July 30, 2013, and incorporated herein by this reference.
(46) Filed as Exhibit 4a(22) with Quarterly Report on Form 10-Q for the quarter ended September 30, 2014, File No. 001-09120, on October 30, 2014 and incorporated herein by this reference.
(47) Filed as Exhibit 4a(23) with Quarterly Report on Form 10-Q for the quarter ended June 30, 2015, File No. 001-09120, on July 31, 2015 and incorporated herein by this reference.
(48) Filed as Exhibit 4a(14) with Annual Report on Form 10-K for the year ended December 31, 2016, File No. 001-00973, on February 27, 2017 and incorporated herein by this reference.
(49) Filed as Exhibit 4a(15) with Quarterly Report on Form 10-Q for the quarter ended March 31, 2018, File No. 001-00973, on April 30, 2018 and incorporated herein by this reference.

(50) Filed as Exhibit 4a(15) with Annual Report on Form 10-K for the year ended December 31, 2019, File No. 001-09120, on February 26, 2020 and incorporated herein by this reference.
(51) Filed as Exhibit 4a(15) with Quarterly Report on Form 10-Q for the quarter ended March 31, 2022, File No. 001-09120, on May 3, 2022 and incorporated herein by reference.
(52) Filed as Exhibit 4a(16) with Quarterly Report on Form 10-Q for the quarter ended March 31, 2024, File No. 001-09120, on April 30, 2024 and incorporated herein by reference.
(53) Filed as Exhibit 4b with Annual Report on Form 10-K for the year ended December 31, 2019, File No. 001-09120, on February 26, 2020 and incorporated herein by reference.
(54) Filed as Exhibit 4 with Current Report on Form 8-K, File No. 001-00973, on December 1, 1993 and incorporated herein by this reference.
(55) Filed as Exhibit 4-6 to Registration Statement on Form S-3, File No. 333-76020, filed on December 27, 2001 and incorporated herein by this reference.
(56) Filed as Exhibit 10.2 with Current Report on Form 8-K, File No. 001-00973, on February 19, 2009 and incorporated herein by this reference.

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Schedule II—Valuation and Qualifying Accounts Years Ended December 31, 2025—December 31, 2023

PUBLIC SERVICE ENTERPRISE GROUP INCORPORATED

Column A	Column B	Column C Additions		Column D	Column E
Description	Balance at Beginning of Period	Charged to cost and expenses	Charged to other accounts-describe	Deductions-describe	Balance at End of Period
			Millions		
2025					
Allowance for Credit Losses	$ 215	$ 145 (A)	$ —	$ 106 (B)	$ 254
Materials and Supplies Valuation Reserve	13	1	—	—	14
2024					
Allowance for Credit Losses	$ 283	$ 103 (A)	$ —	$ 171 (B)	$ 215
Materials and Supplies Valuation Reserve	14	1	—	2 (C)	13
2023					
Allowance for Credit Losses	$ 339	$ 100 (A)	$ —	$ 156 (B)	$ 283
Materials and Supplies Valuation Reserve	10	4	—	—	14

(A) For a discussion of bad debt recoveries, see Item 8. Note 1. Organization, Basis of Presentation and Summary of Significant Accounting Policies.

(B) Accounts Receivable written off.

(C) Reserve reduced to appropriate level and to remove obsolete inventory.

PUBLIC SERVICE ELECTRIC AND GAS COMPANY

Column A	Column B	Column C Additions		Column D	Column E
Description	Balance at Beginning of Period	Charged to cost and expenses	Charged to other accounts-describe	Deductions-describe	Balance at End of Period
			Millions		
2025					
Allowance for Credit Losses	$ 215	$ 145 (A)	$ —	$ 106 (B)	$ 254
Materials and Supplies Valuation Reserve	6	1	—	—	7
2024					
Allowance for Credit Losses	$ 283	$ 103 (A)	$ —	$ 171 (B)	$ 215
Materials and Supplies Valuation Reserve	7	1	—	2 (C)	6
2023					
Allowance for Credit Losses	$ 339	$ 100 (A)	$ —	$ 156 (B)	$ 283
Materials and Supplies Valuation Reserve	4	3	—	—	7

(A) For a discussion of bad debt recoveries, see Item 8. Note 1. Organization, Basis of Presentation and Summary of Significant Accounting Policies.

(B) Accounts Receivable written off.

(C) Reserve reduced to appropriate level and to remove obsolete inventory.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized. The signature of the undersigned company shall be deemed to relate only to matters having reference to such company and any subsidiaries thereof.

PUBLIC SERVICE ENTERPRISE GROUP INCORPORATED

By: /s/ RALPH A. LAROSSA
Ralph A. LaRossa
Chair of the Board, President and
Chief Executive Officer

Date: February 26, 2026

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated. The signatures of the undersigned shall be deemed to relate only to matters having reference to such company and any subsidiaries thereof.

Signature	Title	Date
/s/ RALPH A. LAROSSA **Ralph A. LaRossa**	Chair of the Board, President, Chief Executive Officer and Director (Principal Executive Officer)	February 26, 2026
/s/ DANIEL J. CREGG **Daniel J. Cregg**	Executive Vice President and Chief Financial Officer (Principal Financial Officer)	February 26, 2026
/s/ ROSE M. CHERNICK **Rose M. Chernick**	Vice President and Controller (Principal Accounting Officer)	February 26, 2026
/s/ WILLIE A. DEESE **Willie A. Deese**	Director	February 26, 2026
/s/ JAMIE M. GENTOSO **Jamie M. Gentoso**	Director	February 26, 2026
/s/ BARRY H. OSTROWSKY **Barry H. Ostrowsky**	Director	February 26, 2026
/s/ RICARDO G. PÉREZ **Ricardo G. Pérez**	Director	February 26, 2026
/s/ VALERIE A. SMITH **Valerie A. Smith**	Director	February 26, 2026
/s/ SCOTT G. STEPHENSON **Scott G. Stephenson**	Director	February 26, 2026
/s/ LAURA A. SUGG **Laura A. Sugg**	Director	February 26, 2026
/s/ JOHN P. SURMA **John P. Surma**	Director	February 26, 2026
/s/ KENNETH Y. TANJI **Kenneth Y. Tanji**	Director	February 26, 2026
/s/ SUSAN TOMASKY **Susan Tomasky**	Director	February 26, 2026

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized. The signature of the undersigned company shall be deemed to relate only to matters having reference to such company and any subsidiaries thereof.

PUBLIC SERVICE ELECTRIC AND GAS COMPANY

By: /s/ KIM C. HANEMANN
Kim C. Hanemann
President

Date: February 26, 2026

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated. The signatures of the undersigned shall be deemed to relate only to matters having reference to such company and any subsidiaries thereof.

Signature	Title	Date
/s/ RALPH A. LAROSSA **Ralph A. LaRossa**	Chair of the Board and Chief Executive Officer and Director (Principal Executive Officer)	February 26, 2026
/s/ DANIEL J. CREGG **Daniel J. Cregg**	Executive Vice President and Chief Financial Officer (Principal Financial Officer)	February 26, 2026
/s/ ROSE M. CHERNICK **Rose M. Chernick**	Vice President and Controller (Principal Accounting Officer)	February 26, 2026
/s/ WILLIE A. DEESE **Willie A. Deese**	Director	February 26, 2026
/s/ BARRY H. OSTROWSKY **Barry H. Ostrowsky**	Director	February 26, 2026
/s/ SUSAN TOMASKY **Susan Tomasky**	Director	February 26, 2026

Exhibit 4a(17)

SUPPLEMENTAL MORTGAGE

Supplemental Indenture

Dated December 1, 2025

SUPPLEMENTAL TO
FIRST AND REFUNDING MORTGAGE DATED AUGUST 1, 1924

PUBLIC SERVICE ELECTRIC AND GAS COMPANY TO
U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION Trustee
333 Thornall Street Edison, New Jersey 08837

PROVIDING FOR THE ISSUE OF
$4,575,000,000 FIRST AND REFUNDING MORTGAGE BONDS, MEDIUM-TERM NOTES SERIES R

PREPARED BY, RECORD AND RETURN TO: JOHN C. WALMSLEY, ESQ.
80 PARK PLAZA, T20 NEWARK,N.J. 07102

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SUPPLEMENTAL INDENTURE, dated the 1st day of December 2025 for convenience of reference and effective from the time of execution and delivery hereof, between PUBLIC SERVICE ELECTRIC AND GAS COMPANY, a corporation organized under the laws of the State of New Jersey, hereinafter called the "Company", party of the first part, and U.S. Bank Trust Company, National Association, as successor in interest to U.S. Bank National Association, a national banking association organized under the laws of the United States of America, as successor Trustee to Wachovia Bank, National Association (previously known as Fidelity Union Trust Company) under the indenture dated August 1, 1924, below mentioned, hereinafter called the "Trustee", party of the second part.

WHEREAS, on July 25, 1924, the Company executed and delivered to FIDELITY UNION TRUST COMPANY, a certain indenture dated August 1, 1924 (hereinafter called the "Indenture") to secure and to provide for the issue of First and Refunding Mortgage Gold Bonds of the Company; and

WHEREAS, the Indenture has been recorded in the following counties of the State of New Jersey, in the offices, and therein in the books and at the pages, as follows:

County	Office	Book Number	Page Number
Atlantic	Clerk's	1955 of Mortgages	160
Bergen	Clerk's	94 of Chattel Mortgages	123 etc.
Burlington	Clerk's	693 of Mortgages	88 etc.
		52 of Chattel Mortgages	Folio 8 etc.
Camden	Register's	177 of Mortgages	Folio 354 etc.
		45 of Chattel Mortgages	184 etc.
Cumberland	Clerk's	239 of Mortgages	1 etc.
		786 of Mortgages	638 & c.
Essex	Register's	437 of Chattel Mortgages	1-48
		T-51 of Mortgages	341-392
Gloucester	Clerk's	34 of Chattel Mortgages	123 etc.
Hudson	Register's	142 of Mortgages	7 etc.
		453 of Chattel Mortgages	9 etc.
		1245 of Mortgages	484, etc.
Hunterdon	Clerk's	151 of Mortgages	344
Mercer	Clerk's	67 of Chattel Mortgages	1 etc.
Middlesex	Clerk's	384 of Mortgages	1 etc.
		113 of Chattel Mortgages	3 etc.
		437 of Mortgages	294 etc.
Monmouth	Clerk's	951 of Mortgages	291 & c.
Morris	Clerk's	N-3 of Chattel Mortgages	446 etc.
		F-10 of Mortgages	269 etc.
Ocean	Clerk's	1809 of Mortgages	40
Passaic	Register's	M-6 of Chattel Mortgages	178, etc.
		R-13 of Mortgages	268 etc.
Salem	Clerk's	267 of Mortgages	249 etc.
Somerset	Clerk's	46 of Chattel Mortgages	207 etc.
Sussex	Clerk's	N-10 of Mortgages	1 etc.
		123 of Mortgages	10 & c.
Union	Register's	664 of Mortgages	259 etc.
Warren	Clerk's	124 of Mortgages	141 etc.

and

WHEREAS, the Indenture has also been recorded in the following counties of the Commonwealth of Pennsylvania, in the offices, and therein in the books and at the pages, as follows:

County	Office	Book Number	Page Number
Adams	Recorder's	22 of Mortgages	105
Armstrong	Recorder's	208 of Mortgages	381
Bedford	Recorder's	90 of Mortgages	917
Blair	Recorder's	671 of Mortgages	430
Cambria	Recorder's	407 of Mortgages	352
Cumberland	Recorder's	500 of Mortgages	136
Franklin	Recorder's	285 of Mortgages	373
Huntingdon	Recorder's	128 of Mortgages	47
Indiana	Recorder's	197 of Mortgages	281
Lancaster	Recorder's	984 of Mortgages	1
Montgomery	Recorder's	5053 of Mortgages	1221
Westmoreland	Recorder's	1281 of Mortgages	198
York	Recorder's	31-V of Mortgages	446

and

WHEREAS, the Indenture granted, bargained, sold, aliened, remised, released, conveyed, confirmed, assigned, transferred and set over unto the Trustee certain property of the Company, more fully set forth and described in the Indenture, then owned or which might thereafter be acquired by the Company; and

WHEREAS, the Company, by various supplemental indentures, supplemental to the Indenture, the last of which was dated February 1, 2024, has granted, bargained, sold, aliened, remised, released, conveyed, confirmed, assigned, transferred and set over unto the Trustee certain property of the Company acquired by it after the execution and delivery of the Indenture; and

WHEREAS, since the execution and delivery of said supplemental indenture dated February 1, 2024, the Company has acquired property which, in accordance with the provisions of the Indenture, is subject to the lien thereof and the Company desires to confirm such lien; and

WHEREAS, the Indenture has been amended or supplemented from time to time; and

WHEREAS, it is provided in the Indenture that no bonds other than those of the 5-1/2% Series due 1959 therein authorized may be issued thereunder unless a supplemental indenture providing for the issue of such additional bonds shall have been executed and delivered by the Company to the Trustee; and

WHEREAS, the Company is making provisions for the issuance and sale of its Secured Medium-Term Notes, Series R (the "Series R Notes"), to be issued under an Indenture of Trust (the "Note Indenture") dated as of July 1, 1993 between the Company and The Chase Manhattan Bank (National Association) as predecessor trustee (The Bank of New York Mellon, as successor trustee to the predecessor trustee), as Trustee (the "Note Trustee"); and

WHEREAS, such Note Indenture provides, among other things, for the pledge and delivery by the Company of a series of First and Refunding Mortgage Bonds of the Company to evidence the Company's obligation to pay the principal and interest with respect to outstanding Series R Notes; and for such purpose and in order to service and secure payment of the principal and interest in respect of the Series R Notes, the Company desires to provide for the issue of $4,575,000,000 aggregate principal amount of bonds under the Indenture of a series to be designated as "First and Refunding Mortgage Bonds, Medium-Term Notes Series R" (hereinafter sometimes called "Bonds of the Medium-Term Notes Series R"); and

WHEREAS, the text of the Bonds of the Medium-Term Notes Series R and of the certificate of authentication to be borne by the Bonds of the Medium-Term Notes Series R shall be substantially of the following tenor:

(FORM OF BOND)

This Bond is not transferable except as provided in the Indenture and in the Indenture of Trust dated as of July 1, 1993 between the Company and The Chase Manhattan Bank(National Association) (The Bank of New York Mellon, successor trustee) as Trustee.

REGISTERED	REGISTERED
NUMBER	AMOUNT
R	$4,575,000,000

PUBLIC SERVICE ELECTRIC AND GAS
COMPANY FIRST AND REFUNDING MORT GAGE BOND,
MEDIUM-TERM NOTES SERIES R

Public Service Electric and Gas Company(hereinafter called the "Company"), a corporation of the State of New Jersey, for value received, hereby promises to pay to The Bank of New York Mellon (as successor trustee to The Chase Manhattan Bank(National Association)), under the Indenture of Trust dated as of July 1, 1993 between the Company and such trustee, or registered assigns, on the surrender hereof, the principal sum of Four Billion Five Hundred Seventy-Five Million Dollars, on December 1, 2060, and to pay interest thereon from the date hereof, at the rate of 10% per annum, and until payment of said principal sum, such interest to be payable June 1 and December 1 in each year; provided, however, that the Company shall receive certain credits against such obligations as set forth in the Supplemental Indenture dated December 1, 2025 referred to below.

Both the principal hereof and interest hereon shall be paid at the principal corporate trust office of U.S. Bank Trust Company, National Association in the Township of Edison, State of New Jersey, or (at the option of the registered owner) at the corporate trust office of any paying agent appointed by the Company, in such coin or currency of the United States of America as at the time of payment shall constitute legal tender for the payment of public and private debts; provided, however, that any such payments of principal and interest shall be subject to receipt of certain credits against such payment obligations as set forth in the Supplemental Indenture dated December 1, 2025 referred to below.

This Bond is one of the First and Refunding Mortgage Bonds of the Company issued and to be issued under and pursuant to, and all equally secured by, an indenture of mortgage or deed of trust dated August 1, 1924, as supplemented and amended by supplemental indentures thereto, including the Supplemental Indenture dated December 1, 2025, duly executed by the Company and U.S. Bank Trust Company, National Association as Trustee. This Bond is one of the Bonds of the Medium-Term Notes Series R, which series is limited to the aggregate principal amount of $4,575,000,000 and is issued pursuant to said Supplemental Indenture dated December 1, 2025. Reference is hereby made to said indenture and all supplements thereto for a specification of the principal amount of Bonds from time to time issuable thereunder, and for a description of the properties mortgaged and conveyed or assigned to said Trustee or its successors, the nature and extent of the security, and the rights of the holders of said Bonds and any coupons appurtenant thereto, and of the Trustee in respect of such security.

In and by said indenture, as amended and supplemented, it is provided that with the written approval of the Company and the Trustee, any of the provisions of said indenture may from time to time be eliminated or modified and other provisions may be added thereto provided the change does not alter the annual interest rate, redemption price or date, date of maturity or amount payable on maturity of any then outstanding Bond or conflict with the Trust Indenture Act of 1939 as then in effect, and provided the holders of 85% in principal amount of the Bonds secured by said indenture and then outstanding (including, if such change affects the Bonds of one or more series but less than all series then outstanding, a like percentage of the then outstanding Bonds of each series affected by such change, and excluding Bonds owned or controlled by the Company or by the parties owning at least 10% of the outstanding voting stock of the Company, as more fully specified in said indenture) consent in writing thereto, all as more fully set forth in said indenture, as amended and supplemented.

First and Refunding Mortgage Bonds issuable under said indenture are issuable in series, and the Bonds of any series may be for varying principal amounts and in the form of coupon bonds and of registered bonds without coupons, and the Bonds of any one series may differ from the Bonds of any other series as to date, maturity, interest rate and otherwise, all as in said indenture provided and set forth. The Bonds of the Medium-Term Notes Series R, in which this Bond is included, are designated "First and Refunding Mortgage Bonds, Medium-Term Notes, Series R."

In case of the happening of an event of default as specified in said indenture and said supplemental indenture dated March 1, 1942, the principal sum of the Bonds of this series may be declared or may become due and payable forthwith, in the manner and with the effect in said indenture provided.

The Bonds of this series are subject to redemption as provided in Article II of the Supplemental Indenture dated December 1, 2025.

This Bond is transferable, but only as provided in said indenture and the Indenture of Trust dated as of July 1, 1993 between the Company and The Chase Manhattan Bank (National Association) as predecessor trustee (The Bank of New York Mellon, as successor trustee to the predecessor trustee), as trustee, upon surrender hereof, by the registered owner in person or by attorney duly authorized in writing, at either of said offices where the principal hereof and interest hereon are payable; upon any such transfer a new fully registered Bond similar hereto will be issued to the transferee. This Bond may in like manner be exchanged for one or more new fully registered Bonds of the same series of other authorized denominations but of the same aggregate principal amount. No service charge shall be made for any such transfer or exchange, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto. The Company and the Trustee hereunder and any paying agent may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal hereof and the interest hereon and for all other purposes; and neither the Company nor the Trustee hereunder nor any paying agent shall be affected by any notice to the contrary.

The Bonds of this series are issuable only in fully registered form, in any denomination authorized by the Company.

No recourse under or upon any obligation, covenant or agreement contained in said indenture or in any indenture supplemental thereto, or in any Bond issued thereunder, or because of any indebtedness arising thereunder, shall be had against any incorporator, or against any past, present or future stockholder, officer, or director, as such, of the Company or of any successor corporation, either directly or through the Company or any successor corporation, under any rule of law, statute or constitutional provision or by the enforcement of any assessment or by any legal or equitable proceeding or otherwise, it being expressly agreed and understood that said indenture, any indenture supplemental thereto and the obligations issued thereunder, are solely corporate obligations, and that no personal liability whatever shall attach to, or be incurred by, such incorporators, stockholders, officers or directors, as such, of the Company, or of any successor corporation, or any of them, because of the incurring of the indebtedness thereby authorized, or under or by reason of any of the obligations, covenants or agreements contained in the indenture or in any indenture supplemental thereto or in any of the Bonds issued thereunder, or implied therefrom.

This Bond shall not be entitled to any security or benefit under said indenture, as amended and supplemented, and shall not become valid or obligatory for any purpose, until the certificate of authentication, hereon endorsed, shall have been signed by U.S. Bank Trust Company, National Association as Trustee, or by its successor in trust under said indenture.

[To be executed and attested under seal in accordance with the provisions of the Indenture.]

(Form of Certificate of Authentication)
Certificate of Authentication

[To be authenticated in accordance with the provisions of the Indenture.]

Whereas, the execution and delivery of this supplemental indenture have been duly authorized by the Board of Directors of the Company; and

Whereas, the Company represents that all things necessary to make the bond of the series hereinafter described, when duly authenticated by the Trustee and issued by the Company, a valid and legal obligation of the Company, and to make this supplemental indenture a valid and binding agreement supplemental to the Indenture, have been done and performed:

Now, therefore, t his supplement al indenture witnesseth that the Company, in consideration of the premises and the execution and delivery by the Trustee of this supplemental indenture, and in pursuance of the covenants and agreements contained in the Indenture and for other good and valuable consideration, the receipt of which is hereby acknowledged, has granted, bargained, sold, aliened, remised, released, conveyed, confirmed, assigned, transferred and set over, and by these presents does grant, bargain, sell, alien, remise, release, convey, confirm, assign, transfer and set over unto the Trustee, its successors and assigns, forever, all the right, title and interest of the Company in and to all property of every kind and description (except cash, accounts and bills receivable and all merchandise bought, sold or manufactured for sale in the ordinary course of the Company's business, stocks, bonds or other corporate obligations or securities, other than such as are described in Part V of the Granting Clauses of the Indenture, not acquired with the proceeds of bonds secured by the Indenture, and except as in the Indenture and herein otherwise expressly excluded) acquired by the Company since the execution and delivery of the supplemental indenture dated February 1, 2024, subsequent to the Indenture (except any such property duly released from, or disposed of, free from the lien of the Indenture, in accordance with the provisions thereof) and all such property which at any time hereafter may be acquired by the Company;

All of which property it is intended shall be included in and granted by this supplemental indenture and covered by the lien of the Indenture as heretofore and hereby amended and supplemented;

Under and subject to any encumbrances or mortgages existing on property acquired by the Company at the time of such acquisition and not heretofore discharged of record; and

Subject also, to the exceptions, reservations and provisions in the Indenture and in this supplemental indenture recited, and to the liens, reservations, exceptions, limitations, conditions and restrictions imposed by or contained in the several deeds, grants, franchises and contracts or other instruments through which the Company acquired or claims title to the aforesaid property; and Subject, also, to the existing leases, to liens on easements or rights of way, to liens for taxes, assessments and governmental charges not in default or the payment of which is deferred, pending appeal or other contest by legal proceedings, pursuant to Section 4 of Article Five of the Indenture, or the payment of which is deferred pending billing, transfer of title or final determination of amount, to easements for alleys, streets, highways, rights of way and railroads that may run across or encroach upon the said property, to joint pole and similar agreements, to undetermined liens and charges, if any, incidental to construction, and other encumbrances permitted by the Indenture as heretofore and hereby amended and supplemented;

To have and to hold the property hereby conveyed or assigned, or intended to be conveyed or assigned, unto the Trustee, its successor or successors and assigns, forever;

In trust, nevertheless, upon the terms, conditions and trusts set forth in the Indenture as heretofore and hereby amended and supplemented, to the end that the said property shall be subject to the lien of the Indenture as heretofore and hereby amended and supplemented, with the same force and effect as though said property had been included in the Granting Clauses of the Indenture at the time of the execution and delivery thereof;

And this supplemental indenture further witnesseth that for the considerations aforesaid, it is hereby covenanted between the Company and the Trustee as follows:

ARTICLE I.

Bonds of the Medium-Term Notes Series R.

The series of bonds authorized by this supplemental indenture to be issued under and secured by the Indenture shall be designated "First and Refunding Mortgage Bonds, Medium-Term Notes Series R"; shall be limited to the aggregate principal amount of $4,575,000,000; shall be issued initially to the Note Trustee and shall mature and bear interest as set forth in the form of bond set forth herein; provided, however, that the Company shall receive certain credits against principal and interest as set forth in Section 3.01 hereof. The date of each Bond of the Medium-Term Notes Series R shall be the interest payment date next preceding the date of authentication, unless such date of authentication be an interest payment date, in which case the date shall be the date of authentication, or unless such date of authentication be prior to the first semi-annual interest payment date, in which case the date shall be December 1, 2025.

Bonds of the Medium-Term Notes Series R shall be issuable only in the form of fully registered bonds in any denomination authorized by the Company. Interest on the Bonds of the Medium-Term Notes Series R shall be payable semi-annually in arrears on June 1 and December 1 of each year, payable initially on June 1, 2026, subject to receipt of certain credits against principal and interest as set forth in Section 3.01 hereof and shall be payable as to both principal and interest in such coin or currency of the United States of America as at the time of payment shall constitute legal tender for the payment of public and private debts, at the principal corporate trust office of the Trustee, or at the corporate trust office of any paying agent appointed.

Bonds of the Medium-Term Notes Series R shall be transferable and exchangeable, but only as provided in the Indenture and the Note Indenture, upon surrender thereof for cancellation by the registered owner in person or by attorney duly authorized in writing at either of said offices. The Company hereby waives any right to make a charge for any transfer or exchange of Bonds of the Medium-Term Notes Series R, but the Company may require payment of a sum sufficient to cover any tax or any other governmental charge that may be imposed in relation thereto.

ARTICLE II.

Redemption of Bonds of Medium-Term Notes Series R.

Section 2.01. *Redemption—Redemption Price*. Bonds of the Medium-Term Notes Series R shall be subject to redemption prior to maturity under the conditions, and upon payment of the amounts as may be specified in the following conditions:

(a) at any time in whole or in part at the option of the Company upon receipt by the Trustee of written certification of the Company and of the Note Trustee that the principal amount of the Series R Notes then outstanding under the Note Indenture is not in excess of such principal amount of the Bonds of the Medium-Term Notes Series R as shall remain pledged to the Note Trustee after giving effect to such redemption; (b) at any time by the application of any proceeds of released property or other money held by the Trustee and which, pursuant to Section 4C of Article Eight of the Indenture, as amended and supplemented, are applied to the redemption of Bonds of the Medium-Term Notes Series R, upon payment of 100% of the principal amount thereof, together with interest accrued to the redemption date, provided that any such payment shall be subject to receipt by the Company of certain credits against such obligations as set forth in Section 3.01hereof or (c) automatically upon failure to pay the principal of any Series R Notes then outstanding under the Note Indenture when due, on their stated maturity date or earlier redemption or repayment date, in a principal amount of Bonds of the Medium-Term Notes Series R equal to the principal amount of such Series R Notes, in each case, at a price equal to 100% of the principal amount thereof, together with accrued interest, if applicable.

SECTION 2.02. *Redemptions Pursuant to Section 4C of Article Eight of the Indenture*. If, pursuant to Section 4C of Article Eight of the Indenture, as amended and supplemented, any proceeds of released property or other money then held by the Trustee shall be applied to the redemption of the Bonds of the Medium-Term Notes Series R, the Trustee shall give at least 45 days prior written notice of such redemption to the Note Trustee whereupon on the date fixed for redemption such principal amount thereof as is equal to such proceeds shall be redeemed; provided that no such redemption shall be made unless the Trustee shall be in receipt of a written certification of the Company and the Note Trustee that a like principal amount of Series R Notes shall have been theretofore redeemed in accordance with the provisions of the Note Indenture. For purposes of determining which of the Company's First and Refunding Mortgage Bonds are subject to such mandatory redemption, the Mortgage Trustee shall consider the 10% stated annual interest rate of the Bonds of the Medium-Term Notes Series R, not the weighted average interest rate of outstanding Series R Notes. Bonds of said series so redeemed shall be cancelled.

SECTION 2.03. *Interest on Called Bonds to Cease*. Each Bond of the Medium-Term Notes Series R or portion thereof called for redemption under Section 2.02 hereof shall be due and payable at the office of the Note Trustee, as paying agent hereunder, at its redemption price and on the specified redemption date, anything herein or in such Bond to the contrary notwithstanding. From and after the date when each Bond of the Medium-Term Notes Series R or portion thereof shall be due and payable as aforesaid (unless upon said date the full amount due thereon shall not be held by the Note Trustee, as paying agent hereunder, and be immediately available for payment), all further interest shall cease to accrue on such bond or on such portion thereof, as the case may be.

SECTION 2.04. *Bonds Called in Part*. If only a portion of any Bond of the Medium-Term Notes Series R shall be called for redemption pursuant to Section 2.02 hereof, upon payment of the portion so called for redemption, the Note Trustee shall make an appropriate notation upon the Bond of the principal amount so redeemed.

SECTION 2.05. *Provisions of Indenture Not Applicable*. The provisions of Article Four of the Indenture, as amended and supplemented, shall not apply to the procedure for the exercise of any right of redemption reserved by the Company, or to any mandatory redemption provided, in this Article in respect of the Bonds of the Medium-Term Notes Series R. There shall be no sinking fund for the Bonds of the Medium-Term Notes Series R.

ARTICLE III.

CREDITS WITH RESPECT TO BONDS OF THE MEDIUM-TERM NOTES SERIES R.

SECTION 3.01. *Credits*. In addition to any other credit, payment or satisfaction to which the Company is entitled with respect to the Bonds of the Medium-Term Notes Series R, the Company shall be entitled to credits against amounts otherwise payable in respect of the Bonds of the Medium-Term Notes Series R in an amount corresponding to (i) the principal amount of any of the Company's Series R Notes issued under the Note Indenture surrendered to the Note Trustee by the Company, or purchased by the Note Trustee, for cancellation, (ii) the amount of money held by the Note Trustee and available and designated for the payment of principal or redemption price (exclusive of any premium) of, and/or interest on, the Series R Notes, regardless of the source of payment to the Note Trustee of such moneys and (iii) the amount by which principal of and interest due on the Bonds of the Medium-Term Notes Series R exceeds principal of and interest due on the Series R Notes. The Note Trustee shall make notation on such Bonds authorized hereby of any such credit.

SECTION 3.02. *Certificate of the Company*. A certificate of the Company signed by the President or any Vice President, and attested to by the Secretary or any Assistant Secretary, and consented to by the Note Trustee, stating that the Company is entitled to a credit under Section 3.01 hereof or that Bonds of the Medium-Term Notes Series R have been cancelled, and setting forth the basis therefor in reasonable detail, shall be conclusive evidence of such entitlement, and the Trustee shall accept such certificate as such evidence without further investigation or verification of the matters stated therein.

ARTICLE IV.

MISCELLANEOUS.

SECTION 4.01. *Authentication of Bonds of Medium-Term Notes Series R*. None of the Bonds of the Medium-Term Notes Series R, the issue of which is provided for by this supplemental indenture, shall be authenticated by or on behalf of the Trustee except in accordance with the provisions of the Indenture, as amended and supplemented, and this supplemental indenture, and upon compliance with the conditions in that behalf therein contained.

SECTION 4.02. *Additional Restrictions on Authentication of Additional Bonds Under Indenture.* The Company covenants that from and after the date of execution of this supplemental indenture no additional bonds (as defined in Section 1 of Article Two of the Indenture) shall be authenticated and delivered by the Trustee under Subdivision A of Section 4 of said Article Two on account of additions or improvements to the mortgaged property:

(1) unless the net earnings of the Company for the period required by Subdivision C of Section 6 of said Article Two shall have been at least twice the fixed charges (in lieu of 1-3/4 times such fixed charges, as required by said Subdivision C); and for the purpose of this condition (a) such fixed charges shall in each case include interest on the bonds applied for, notwithstanding the parenthetical provision contained in clause (4) of said Subdivision C, and (b) in computing such net earnings there shall be included in expenses of operation (under paragraph (c) of said Subdivision C) all charges against earnings for depreciation, renewals or replacements, and all certificates with respect to net earnings delivered to the Trustee in connection with any authentication of additional bonds under said Article Two shall so state; and (2) except to the extent of 60% (in lieu of 75% as permitted by Subdivision A of Section 7 of said Article Two) of the cost or fair value to the Company of the additions or improvements forming the basis for such authentication of additional bonds.

SECTION 4.03. *Restriction on Dividends.* The Company will not declare or pay any dividend on any shares of its common stock (other than dividends payable in shares of its common stock) or make any other distribution on any such shares, or purchase or otherwise acquire any such shares (except shares acquired without cost to the Company) whenever such action would reduce the earned surplus of the Company to an amount less than $10,000,000 or such lesser amount as may remain after deducting from said $10,000,000 all amounts appearing in the books of account of the Company on December 31, 1948, which shall thereafter, pursuant to any order or rule of any regulatory body entered after said date, be required to be removed, in whole or in part, from the books of account of the Company by charges to earned surplus.

SECTION 4.04. *Use of Facsimile Seal and Signatures.* The seal of the Company and any or all signatures of the officers of the Company upon any of the Bonds of the Medium-Term Notes Series R may be facsimiles.

SECTION 4.05. *Time for Making of Payment.* All payments of principal or redemption price of, and interest on, the Bonds of the Medium-Term Notes Series R shall be made either prior to the due date thereof or on the due date thereof in immediately available funds. In any case where the date of any such payment shall be a Saturday or Sunday or a legal holiday or a day on which banking institutions in the city of payment are authorized by law to close, then such payment need not be made on such date but may be made on the next succeeding business day with the same force and effect as if made on the due date, and no interest on such payment shall accrue for the period after such date.

SECTION 4.06. *Effective Period of Supplemental Indenture.* The preceding provisions of Articles I, II and III of this supplemental indenture shall remain in effect only so long as any of the Bonds of the Medium-Term Notes Series R shall remain outstanding.

SECTION 4.07. *Effect of Approval of Board of Public Utilities of the State of New Jersey.* The approval of the Board of Public Utilities of the State of New Jersey of the execution and delivery of these presents and of the issue of any Bond of the Medium-Term Notes Series R shall not be construed as approval of said Board of any other act, matter or thing which requires approval of said Board under the laws of the State of New Jersey.

SECTION 4.08. *Execution in Counterparts.* For the purpose of facilitating the recording hereof, this supplemental indenture has been executed in several counterparts, each of which shall be and shall be taken to be an original, and all collectively but one instrument.

SECTION 4.09. *Merger or Consolidation of Trustee.* Any organization or entity into which the Trustee may be merged or converted or with which it may be consolidated, or any organization or entity resulting from any merger, conversion or consolidation to which the Trustee shall be a party, or any organization or entity succeeding to all or substantially all of the corporate trust business of the Trustee, shall be the successor of the Trustee hereunder, provided such organization or entity shall be otherwise qualified and eligible under this Article 6, without the execution or filing of any paper or any further act on the part of any of the parties hereto.

IN WITNESS WHEREOF, Public Service Electric and Gas Company, party hereto of the first part, after due corporate and other proceedings, has caused this supplemental indenture to be signed and acknowledged or proved by its President or one of its Vice Presidents and its corporate seal hereunto to be affixed and to be attested by the signature of its Secretary or an Assistant Secretary; and U.S. Bank Trust Company, National Association, as Trustee, party hereto of the second part, has caused this supplemental indenture to be signed and acknowledged or proved by its President or one of its Vice Presidents, and its corporate seal to be hereunto affixed and to be attested by the signature of its Secretary, Assistant Secretary, Vice President, or an Assistant Vice President. Executed and delivered effective as of the 1st day of December 2025.

Attest:

PUBLIC SERVICE ELECTRIC AND GAS COMPANY

Attest:
/s/ Malvina Mardirosyan
. . . .
Malvina Mardirosyan
Assistant Secretary

By
/s/ Bradford Huntington
. . . .
Bradford Huntington
Vice President and
Treasurer

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION

By
/s/ Mark DiGiacomo
. . . .
Mark DiGiacomo
Vice President

Attest:
/s/ Paul D. O’Brien
. . . .
Paul D. O'Brien
Vice President

STATE OF NEW JERSEY
)
SS:)
COUNTY OF ESSEX)

Be it Remembered, that on this 1st day of December, 2025, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared Bradford Huntington, who, I am satisfied, is a Vice President of Public Service Electric and Gas Company, one of the corporations named in and which executed the foregoing instrument, and is the person who signed the said instrument as such officer, for and on behalf of such corporation, and I having first made known to him the contents thereof, he did acknowledge that he signed the said instrument as such officer, that the said instrument was made by such corporation and sealed with its corporate seal, that the said instrument is the voluntary act and deed of such corporation, made by virtue of authority from its Board of Directors, and that said corporation, the mortgagor, has received a true copy of said instrument.

/s/ Isabel M. Ryan

Isabel M. Ryan
Notary Public of New Jersey
My Commission Expires April 7, 2026

STATE OF NEW JERSEY
)
SS:)
COUNTY OF Middlesex)

Be it Remembered, that on this 1st day of December, 2025 before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared Mark DiGiacomo, who, I am satisfied, is a Vice President of U.S. Bank Trust Company, National Association, one of the corporations named in and which executed the foregoing instrument, and is the person who signed the said instrument as such officer, for and on behalf of such corporation, and I having first made known to him the contents thereof, he did acknowledge that he signed the said instrument as such officer, that the said instrument was made by such corporation and sealed with its corporate seal, and that the said instrument is the voluntary act and deed of such corporation, made by virtue of authority from its Board of Directors.

/s/ Christina Bruno

Christina Bruno
Notary Public of New Jersey
My Commission Expires August 9, 2026

CERTIFICATE OF RESIDENCE

U.S. Bank Trust Company, National Association, Mortgagee and Trustee within named, hereby certifies that its precise residence is 333 Thornall Street, Edison, New Jersey 08837.

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION

By
/s/ Mark DiGiacomo

Mark DiGiacomo
Vice President

Exhibit 10a(5)

KEY EXECUTIVE SEVERANCE PLAN OF
PUBLIC SERVICE ENTERPRISE GROUP INCORPORATED

Amended effective December 15, 2025

ARTICLE I
PURPOSE OF THE PLAN

1.1 Purpose. The Key Executive Severance Plan of Public Service Enterprise Group Incorporated ("Plan") is maintained by the Company to provide severance benefits to certain key executive-level employees of the Company and its affiliates whose employment is terminated under the circumstances described herein.

1.2 Amendments.
The Plan has been amended numerous times since its inception. Refer to the Plan document dated November 18, 2024 for the amendment history prior to that date.

The Plan was amended effective November 18, 2024 to: (i) update the positions eligible for inclusion on Schedule A to include designated Section 16 Officer positions, except for an officer currently on Schedule B; and (ii) rename "Class" to "Schedule" to align with referenced terms of Schedule.

The Plan is being amended December 15, 2025, except as otherwise indicated, to (i) remove historical references, (ii) reflect the merger of the Pension Plan and Pension Plan II, (iii) add language reflecting the Core Contribution / 401(k) Program, (iv) change the timing of the payment of the incentive award, (v) provide benefits to Participants who elect the Core Contribution / 401(k) Program upon a Change in Control, (vi) provide Participants with a "best-net" benefits approach to the calculation of severance benefits to avoid excessive excise tax payments, and (vii) make administrative clarifications.

This amended and restated Plan document supersedes and replaces all prior Plan documents and applies to any termination of employment that occurs on or after the Effective Date.

ARTICLE II
DEFINITIONS

2.1 "Accrued Obligation" shall have the meaning set forth in Sections 4.2 and 5.2 of the Plan.

2.2 "Affiliate" means any corporation, trade or business if it or the Company are members of a controlled group of corporations, are under common control or are members of an affiliated service group within the meanings of Sections 414(b), 414(c) and 414(m), respectively, of the Code. The term "Affiliate" shall also include any other entity required to be aggregated with the Company pursuant to regulations under Section 414(o) of the Code.

2.3 "Annual Base Salary" means the annual rate of base salary payable to a Participant for services performed for an Employer, as in effect immediately prior to the Participant's Date of Termination.

2.4 "Benefits 2000 Participant" means a Participant who is a participant in the Public Service Enterprise Group Incorporated Benefits 2000 Health and Welfare Benefits Plan.

2.5 "Board" means the board of directors of the Company.

2.6 "Cause" means:

(a) For purposes of Article IV and Article V:

(i) Misconduct, gross negligence, theft, or fraud against the Company, including an isolated incident that is determined by the Committee's delegate to be material misconduct or material gross negligence;

(ii) For "Performance Reasons," as defined in Section 2.24 of the Plan;

(iii) Material violation of the Standards of Conduct or other Company policy;

(iv) Insubordination, including an isolated incident that is determined by the Committee's delegate to be material insubordination;

(v) One or more significant acts of dishonesty;

(vi) Any act that is likely to have the effect of injuring the reputation, business, or business relationship of, the Company, its Board of Directors, Officers, or employees, or its affiliates or subsidiaries;

(vii) Violation of any fiduciary duty, including an isolated incident that is determined by the Committee's delegate to be a material violation;

(viii) Breach of any duty of loyalty including an isolated incident that is determined by the Committee's delegate to be a material breach;

(ix) Any breach of the restrictive covenants contained in the Plan or the release of claims described in Section 3.3;

(x) One or more acts of moral turpitude that constitute a violation of applicable law (included but not limited to a felony);

(xi) Conviction of a felony or plea of *nolo contendere* to a felony charge;

(xii) Pattern of behaviors that fail to meet the Company's expectations described in "PSEG Values, Behaviors, and Leadership Competencies;" or

(xiii) Any other reason determined to be Cause by the Chief Executive Officer of the Company.

2.7 "Change in Control" means the occurrence of any of the following events:

(a) Any "person" (within the meaning of Section 13(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) is or becomes the beneficial owner within the meaning of Rule 13d-3 under the Exchange Act (a "Beneficial

Owner"), directly or indirectly, of securities of the Company (not including in the securities beneficially owned by such person any securities acquired directly from the Company or its Affiliates) representing 25% or more of the combined voting power of the Company's then outstanding securities, excluding any person who becomes such a Beneficial Owner in connection with a transaction described in clause (i) of paragraph (c) below; or

(b) The following individuals cease for any reason to constitute a majority of the number of directors of the Company then serving: individuals who, on the Effective Date, constitute the Board and any new director (other than a director whose initial assumption of office is in connection with an actual or threatened election contest, including but not limited to a consent solicitation, relating to the election of directors of the Company) whose appointment or election by the Board or nomination for election by the Company's stockholders was approved or recommended by a vote of at least two-thirds of the directors then still in office who either were directors on the Effective Date or whose appointment, election or nomination for election was previously so approved or recommended; or

(c) There is consummated a merger or consolidation of the Company or any direct or indirect wholly-owned subsidiary of the Company with any other corporation, other than (i) a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior to such merger or consolidation continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity or any parent thereof), in combination with the ownership of any trustee or other fiduciary holding securities under an employee benefit plan of the Company or of its Affiliates, at least 75% of the combined voting power of the securities of the Company or such surviving entity or any parent thereof outstanding immediately after such merger or consolidation, or (ii) a merger or consolidation effected to implement a recapitalization of the Company (or similar transaction) in which no person is or becomes the Beneficial Owner, directly or indirectly, of securities of the Company representing 25% or more of the combined voting power of the Company's then outstanding securities; or

(d) The shareholders of the Company approve a plan of complete liquidation or dissolution of the Company or there is consummated an agreement for the sale or disposition by the Company of all or substantially all of the Company's assets, other than a sale or disposition by the Company of all or substantially all of the Company's assets to an entity, at least 75% of the combined voting power of the voting securities of which are owned by stockholders of the Company in substantially the same proportions as their ownership of the Company immediately prior to such sale.

Notwithstanding the foregoing, a "Change in Control" shall not be deemed to have

occurred by virtue of the consummation of any transaction or series of integrated transactions immediately following which the record holders of the common stock of the Company immediately prior to such transaction or series of transactions continue to have substantially the same proportionate ownership in an entity which owns all or substantially all of the assets of the Company immediately following such transaction or series of transactions.

2.8 "Schedule A Participant" means a Participant designated as a Schedule A Participant by the Committee.

2.9 "Schedule B Participant" means a Participant designated as a Schedule B Participant by the Committee.

2.10 "Schedule C Participant" means a Participant designated as a Schedule C Participant by the Committee.

2.11 "Code" means the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder.

2.12 "Committee" means the Organization and Compensation Committee of the Board or any successor of such Committee.

2.13 "Company" means Public Service Enterprise Group Incorporated and any successors thereto.

2.14 "Confidential Information" means all trade secrets, proprietary and confidential business information belonging to, used by, or in the possession of the Company or any of its Affiliates, including but not limited to information, knowledge or data related to business strategies, plans and financial information, mergers, acquisitions or consolidations, purchase or sale of property, leasing, pricing, sales programs or tactics, actual or past sellers, purchasers, lessees, lessors or customers, those with whom the Company or its Affiliates has begun negotiations for new business, costs, employee compensation, marketing and development plans, inventions and technology, whether such confidential information, knowledge or data is oral, written or electronically recorded or stored, except information in the public domain, information known by the Participant prior to employment with an Employer, and information received by the Participant from sources other than the Company or its Affiliates, without obligation of confidentiality.

2.15 "Date of Termination" means, provided that the termination constitutes a Separation from Service, (i) the date of a Participant's death, (ii) the date on which the termination of the Participant's employment by an Employer for Cause or without Cause, or (iii) the date on which the Participant terminates employment for Good Reason or without Good Reason, including Retirement and Disability.

2.16 "Disability" means (i) if the Participant is a participant in the Final Average Pay

Component of the Pension Plan, the Participant is eligible for a disability pension benefit; or (ii) if the Participant is a participant in the Cash Balance Component of the Pension Plan or elected the Core Contribution/401(k) Program, the Participant is receiving benefits from the Company's long-term disability plan.

2.17 "Eligible Employee" means an individual who is designated as such in accordance with

Section 3.1. An Eligible Employee shall not include a project employee.

2.18 "Effective Date" of the amendment and restatement is December 15, 2025.

2.19 "Employer" means the Company and each Affiliate, and any successors thereto.

2.20 "Good Reason" means:

(a) Any material reduction in the Participant's Annual Base Salary, Target Bonus or Target Long-Term Incentive, other than reductions pursuant to a broad-based compensation reduction program or policy affecting the Participant and all similarly situated employees of the Employer;

(b) Any material adverse change in the Participant's title, authority, duties, or responsibilities or the assignment to the Participant of any duties or responsibilities inconsistent in any respect with those customarily associated with the position of the Participant immediately prior to the Change in Control for purposes of Article V;

(c) The failure of any successor to the Company to assume this Plan in accordance with Section 11.5(b);

(d) Where the only comparable position offered to the Participant within the Employer following a Change in Control would otherwise meet the requirements of Subsections (a) and (b) of this Section 2.20 of the Plan, but would require the Participant to increase their one-way commuting distance from their principal residence by more than 50 miles; or

(e) Any other material breach of the terms of the Plan by the Company that either is not taken in good faith or, even if taken in good faith, is not remedied by the Company promptly after receipt of notice thereof from the Participant.

Notwithstanding the forgoing, for purposes of the Plan, the termination of a Participant's employment with an Employer shall not be deemed to be for Good Reason unless such termination is affected in accordance with the following procedures. The Participant shall give the Employer a written notice ("Notice of Termination for Good Reason") of the termination, setting forth in reasonable detail the specific acts or omissions of the Employer that constitute Good Reason and the specific provision(s) of the Plan on which the Participant relies. Unless the Committee determines otherwise, a Notice of Termination for Good Reason by the Participant must be made within 60 days after the Participant first has actual
knowledge of the act or omission (or the last in a series of acts or omissions) that the Participant alleges to constitute Good Reason, and the Employer shall have 30 days from the receipt of such Notice of Termination for Good Reason to cure the conduct cited therein. A termination of employment by the Participant for Good Reason shall be effective on the final day of such 30-day cure period unless prior to such time the Employer has cured the specific conduct asserted by the Participant to constitute Good

Reason to the reasonable satisfaction of the Participant.

For purposes of the Plan, a Participant's determination that an act or failure to act constitutes Good Reason shall be presumed to be valid unless such determination is decided to be unreasonable by the Committee or its delegate pursuant to Article IX.

2.21 "Nonqualified Plan" means the Retirement Income Reinstatement Plan for Non-Represented Employees of Public Service Enterprise Group Incorporated.

2.22 "Participant" means an Eligible Employee who has been designated by the Committee to participate in the Plan.

2.23 "Pension Plan" means the retirement plan in which the Participant participates, which is either the Pension Plan of Public Service Enterprise Group Incorporated or Pension Plan of Public Service Enterprise Group Incorporated II. Effective January 1, 2026, Penson Plan shall mean the Pension Plan of Public Service Enterprise Group Incorporated.

2.24 "Performance Reasons" means the Participant's failure meet the expectations established for such Participant's function in the Company as: (i) communicated to the Participant by their manager during any performance review, or (ii) may be communicated to the Participant otherwise by their manager from time to time either orally or in writing.

2.25 "Plan" means this Key Executive Severance Plan of Public Service Enterprise Group Incorporated, as set forth herein and as may be amended, modified or supplemented from time to time.

2.26 "Primary Work Location" means the main PSEG work location where those in onsite and hybrid fixed, or hybrid flexible roles are assigned to report.

2.27 "Prior Equity Awards" means outstanding stock options, stock appreciation rights, restricted stock, restricted stock units, performance shares and performance shares units.

2.28 "Retiree Medical Plan" means the Public Service Enterprise Group Incorporated Medical Benefits Plan for Retired Employees.

2.29 "Retirement" means a Separation from Service after the Participant has satisfied the eligibility requirements for early or normal retirement under the terms of the Pension Plan in which the Participant participates, or age 55 and 5 years of service for a Participant who elected the Core Contribution/401(k) Program. Notwithstanding the foregoing, for the purposes of determining benefit entitlements under Article V of the Plan, Retirement shall not include any termination by an Employer without Cause or voluntary termination by the Participant for Good Reason that occurs on a date on which the Participant is Retirement eligible.

2.30 "Selectline Participant" means a Participant who is a participant in the Public Service Enterprise Group Incorporated Selectline Benefits Plan.

2.31 "Separation from Service" shall be deemed to have occurred if a Participant and the Company or any Affiliate reasonably anticipates, based on the facts and circumstances, that either:

(a) The Participant will not provide any additional services for the Company or an Affiliate after a certain date; or

(b) The level of bona fide services performed by the Participant after a certain date will permanently decrease to no more than 50 percent of the average level of bona fide services performed by the Participant over the immediately preceding 36 months.

If a Participant is absent from employment due to military leave, sick leave or any other bona fide leave of absence authorized by the Company or an Affiliate and there is a reasonable expectation that the Participant will return to perform services for the Company or an Affiliate, a Separation from Service will not occur until the later of: (i) the first date immediately following the date that is six months after the date that the Participant was first absent from employment; or (ii) the date the Participant no longer retains a right to reemployment, to the extent the Participant retains a right to reemployment with the Company or any Affiliates under applicable law or by contract. If a Participant fails to return to work upon the expiration of any military leave, sick leave or other bona fide leave of absence where such leave is for less than six months, the Separation from Service shall occur as of the date of the expiration of such leave, unless a greater period is provided for under applicable law.

2.32 "Specified Employee" means any individual who is a key employee (as defined in Section 416(i) of the Code without regard to Section 416(i)(5) of the Code) of the Company at any time during the 12-month period ending on each December 31 (the "identification date"). If an individual is a key employee as of an identification date, the individual shall be treated as a Specified Employee for the 12-month period beginning on the April 1 following the identification date. Notwithstanding the foregoing, an individual shall not be treated as a Specified Employee unless any stock of the Company or an Affiliate is publicly traded on an established securities market or otherwise.

2.33 "Target Bonus" means the Participant's target annual bonus, if any, under the applicable annual incentive compensation plan of the Company for the fiscal year in

which the Date of Termination occurs.

2.34 "Target Long-Term Incentive" means the Participant's target long-term incentive award, if any, under the applicable long-term incentive compensation plan of the Company.

ARTICLE III
ELIGIBILITY AND PARTICIPATION

3.1 Eligible Employees. Eligibility to participate in the Plan shall be limited to certain key executives of an Employer who (a) are not parties to individual employment, severance or change in control agreements that provide for severance benefits, and (b) are designated, by duly adopted resolution of the Committee, as Eligible Employees.

3.2 Participation. An employee who becomes an Eligible Employee on or after January 1, 2014, shall be referred to as a Schedule C Participant. However, if an Eligible Employee is newly hired or promoted into a company designated Section 16 Officer position, except for an officer currently on Schedule B, the Eligible Employee shall be referred to as a Schedule A Participant. The Participant lists of Schedule A Participants, Schedule B Participants and Schedule C Participants shall be maintained by the Senior Vice President and Chief Human Resources Officer and Chief Diversity Officer. Effective January 1, 2023, the Chair of the Board, President and Chief Executive Officer shall be the only Schedule B Participant.

3.3 Release of Claims. Notwithstanding anything in the Plan to the contrary, payment of any benefits under the Plan is expressly contingent upon the Participant's execution and delivery to the Company, of a written agreement provided by the Company, wherein the Participant releases and discharges the Company and each of its Affiliates of any and all claims against the Company and its Affiliates related in any way to the Participant's employment with an Employer and the termination of such employment.

3.4 Committee Discretion. The Committee shall have the sole discretion to determine eligibility for benefits under the Plan.

ARTICLE IV
SEVERANCE BENEFITS IN GENERAL

4.1 Eligible Terminations. Any of the following situations described in paragraphs (a) through (d) below shall be treated as eligible terminations for purposes of benefits under Article IV of the Plan, provided that the termination is not an ineligible termination under Section 4.2 and provided further that, in order for a termination to be treated as an eligible termination of employment under the Plan, the termination must constitute a Separation from Service.

(a) If an Eligible Employee's employment is involuntarily terminated by an Employer for any reason, subject to (c) below, other than (i) Cause, (ii) Performance Reasons, (iii) misconduct or (iv) violation of Company policy (as designated by the Company), the Participant shall be eligible for the benefits described in this Article IV.

(b) If an Eligible Employee terminates employment for Good Reason other than in connection with a change in employment on account of Performance Reasons, the Participant shall be eligible for the benefits described in this Article IV.

(c) An Eligible Employee shall be eligible for the benefits described in this Article IV if they terminate employment as a result of having been notified in writing of a termination of employment or the Eligible Employee's position is no longer an officer position, initiated by the Employer (in its sole discretion) where all of the following apply:

(i) The Employer states in the termination notification that it has eliminated the Eligible Employee's position;

(ii) Such position elimination results in:

- No available position being offered to the Eligible Employee within the Company or its Affiliates (collectively, "PSEG Group"); or
- The only available position(s) being offered to the Eligible Employee within the PSEG Group (1) would reduce the Eligible Employee's base salary and/or target bonus percentage opportunity; and/or (2) would require the Eligible Employee to be assigned a new Primary Work Location which increases the Eligible Employee's one-way commuting distance by more than 50 miles;

(iii) They remain employed through the last day of work designated by the Employer unless an earlier last day of work is approved in writing by the Employer;

(iv) They do not accept a position in the PSEG Group prior to receiving payment under the Plan; and

(v) They are not terminated by the Employer, in its sole discretion, for Cause, or even to the extent not comprising Cause, Performance Reasons, misconduct or violation of Company policy (as designated by the Company), prior to their designated last day of work.

(d) Even if not eligible for benefits under paragraphs (a) – (c) above, an Eligible Employee shall be eligible for benefits described in this Article IV if all of the following apply:

(i) They have been notified in writing by the Employer (in its sole discretion) that they have been invited to participate in a voluntary EIP approved in writing by the Senior Vice President of Human Resources, Chief Human Resources Officer & Chief Diversity Officer in accordance with
applicable corporate governance practices;

(ii) They make an irrevocable election to participate in the voluntary EIP during the election window designated by the Employer;

(iii) They are notified in writing that they have been selected for termination by the Employer pursuant to the voluntary EIP;

(iv) They remain employed through the last day of work designated by the Employer unless an earlier last day of work is approved in writing by the Employer;

(v) They do not accept a position in the PSEG Group prior to receiving payment under the Plan; and

(vi) They are not terminated by the Employer, in its sole discretion, for Cause, or, even to the extent not comprising Cause, Performance Reasons, misconduct or violation of Company policy (as designated by the Company), prior to their designated last day of work.

4.2 <u>Ineligible Terminations</u>.

(a) For the avoidance of any doubt, an otherwise Eligible Employee shall not be eligible for benefits under the Plan if:

(i) They are involuntarily terminated for Cause, or, even to the extent not comprising Cause, Performance Reasons, misconduct, or violation of Company policy (as designated by the Company);
(ii) Termination of employment is the result of the Eligible Employee's death or Disability;
(iii) They voluntarily terminate employment, except as otherwise provided in connection with a voluntary EIP described in Section 4.1(d);
(iv) If a Participant experiences a cessation of employment in connection with a reduction in force or an Employer reorganization (as determined by the Committee) where the only position offered to the Participant within the Company and Affiliates would require the Participant to increase their one-way commuting distance by less than 50 miles, the Participant shall not be eligible for benefits described in this Article IV;
(v) They voluntarily terminate or cease working prior to the agreed last day of work, without prior written approval from the Employer;
(vi) They enter into a VSA with an Employer; or
(vii) The cessation of employment is:
(A) In connection with the sale of the Eligible Employee's Employer, line or unit of business of the Employer within which their position is located, business function of the Employer within which their position is located, or the assets related to the Employer, line or unit or business, or business function within which their position is located; and
(B) The Eligible Employee is offered employment with the purchaser within 90 days of the closing of the transaction in a position that

has an annual rate of base salary that is at least 80 percent of the Eligible Employee's annual rate of base salary immediately prior to the closing of the sale.

(b) Other situations in which an Employee's employment shall not be treated as a termination from employment by the Employer, and therefore, they are not eligible for benefits under Section IV of the Plan, include, except to the extent they may constitute Good Reason:
(i) Acceptance of, or a transfer to, another position within the PSEG Group;
(ii) Reductions in compensation and/or target bonus percentage opportunity associated with an Employee's current position;
(iii) Change of work location category (e.g., between hybrid fixed, hybrid flexible, or onsite); and

(iv) Change in the required frequency of working onsite (e.g., PSEG locations including field location) or in-person interfacing with colleagues, clients, or customers (e.g., an Employee who was required to come into the office only on occasion and then must report onsite five days a week).

4.3 <u>Cash payment</u>. The Company shall pay to the Participant a lump sum, in cash, the sum of (a) and (b):

(a) The Participant's base salary through the Date of Termination to the extent not theretofore paid (hereinafter referred to as the "Accrued Obligations"); and

(b) An amount equal to the product of 1.0 times (0.5 times if the Participant were employed less than one year) the sum of the Participant's Annual Base Salary and Target Bonus. Notwithstanding the foregoing, effective September 1, 2022, the President and CEO (and effective January 1, 2023, the Chair of the Board, President and CEO) will receive 2.0 times the sum of the Participant's Annual Base Salary and Target Bonus.

4.4 <u>Long-Term Incentive Awards.</u> The treatment of Prior Equity Awards shall be governed by the terms of the Long-Term Incentive Plan and the related award agreements.

4.5 <u>Annual Incentive Awards.</u> The Participant shall receive a prorated annual incentive award pursuant to the performance incentive program, if applicable, for the calendar year in which the Participant's Termination of Employment occurs. The award shall be calculated based solely on 100 percent of the target incentive award and prorated based on the number of calendar days of employment in the calendar year in which the Participant's termination occurs through the Participant's Date of Termination. For purposes of this Section 4.5, calendar year shall mean 365 days.

Annual incentive awards with respect to the calendar year in which a Participant's Date of Termination occurs will be paid at the same time the cash payment in Section

4.3 is made to the Participant.

4.6 <u>Outplacement Services</u>. Outplacement services approved by the Committee, which may include individual or group counseling and administrative assistance or workshops, shall be available beginning on the Participant's Date of Termination or such earlier date designated by the Participant's business unit leadership. Outplacement services shall continue to be available for the period up to 12 months and up to a maximum Company cost of $25,000.

4.7 <u>Educational Assistance</u>. Educational assistance shall be provided in accordance with the Employer's tuition program.

4.8 <u>Health Care Benefits</u>.

(a) <u>Health for Selectline Participants.</u>

(i) A Selectline Participant who has satisfied the eligibility requirements for medical/dental coverage under the Retiree Medical Plan/Retiree Dental Plan on the Date of Termination and is not Medicare eligible, shall be eligible to elect coverage thereunder in accordance with the terms of the Retiree Medical Plan/Retiree Dental Plan.

(ii) If a Selectline Participant does not immediately elect coverage under the Retiree Medical Plan/Retiree Dental Plan, and timely elects continuation coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA"), the Employer shall pay the same portion of the cost of medical and/or dental coverage that it paid immediately prior to the Selectline Participant's Date of Termination for active employees during the one-year period following the Selectline Participant's Date of Termination. During the one-year period, the Participant shall pay the difference between the total cost of medical and/or dental coverage and the Employer's portion of the cost. After the expiration of the one-year period, the Selectline Participant shall be charged the COBRA rate for medical and/or dental coverage for the remainder of the COBRA period. If the Participant does not timely elect COBRA medical and/or dental coverage, the Participant shall not be entitled to the benefit under this Subsection (iii). During the entire COBRA period, the Selectline Participant shall be responsible for the full cost of COBRA vision and hearing coverage, as applicable. If a Selectline Participant timely elects COBRA continuation coverage in lieu of coverage under the Retiree Medical Plan/ Retiree Dental Plan, they may, upon the expiration of COBRA continuation coverage, elect medical coverage under the Retiree Medical Plan/ Retiree Dental Plan provided that they meet the eligibility for such coverage at time of termination.

(iii) <u>Health Coverage for Benefits 2000 Participants</u>. If a Benefits 2000

Participant who is not eligible for, or does not elect, coverage under the Retiree Plan/Retiree Dental Plan, timely elects COBRA continuation medical and/or dental coverage, the Employer shall pay the same portion of the cost of medical and/or dental coverage that it paid immediately prior to the Participant's Date of Termination for active employees during the one-year period following the Participant's Date of Termination. During the one-year period, the Participant shall pay the difference between the total cost of medical and/or dental coverage and the Employer's portion of the cost. After the expiration of the one-year period, the Benefits 2000 Participant shall be charged the COBRA rate for medical and/or dental coverage for the remainder of the COBRA period. If the Participant does not timely elect COBRA medical and/or dental coverage, the Participant shall not be entitled to the benefit under this Subsection (b). During the entire COBRA period, the Benefits 2000 Participant shall be responsible for the full cost of COBRA vision. If a

Benefits 2000 Participant is a participant in the Public Service Enterprise Group Incorporated Postretirement Supplemental Health Benefits Plan, they shall vest in Company contributions upon termination from employment. If a Benefits 2000 Participant timely elects COBRA continuation coverage in lieu of coverage under the Retiree Medical Plan/ Retiree Dental Plan, they may, upon the expiration of COBRA continuation coverage, elect medical coverage under the Retiree Medical Plan/ Retiree Dental Plan provided that they meet the eligibility for such coverage at time of termination.

4.9 Other Benefits. A Participant shall not be entitled to any severance, separation or early retirement incentive pay or benefits other than as provided hereunder or under any qualified or nonqualified retirement plan or deferred compensation arrangement maintained by the Employer. Except as provided in the foregoing sentence, a Participant's rights under any other employee benefit plans maintained by the Company or an Affiliate shall be determined in accordance with the provisions of such plans, including the Company's right to amend or terminate such plans at any time.

ARTICLE V
SEVERANCE BENEFITS AFTER A CHANGE IN CONTROL

5.1 Eligible Terminations After a Change in Control. If, within two years following the occurrence of a Change in Control, either (a) an Employer shall terminate a Participant's employment for any reason other than for Cause, or (b) a Participant shall voluntarily terminate employment for Good Reason, the Participant shall be eligible for benefits described in this Article V of the Plan. Notwithstanding anything in the Plan to the contrary, a Participant shall not be entitled to benefits under the Plan if termination from employment is the result of death, Disability or the Participant voluntarily terminates employment, except for Good Reason and except as otherwise provided under the Plan.

If a Participant enters into a VSA with an Employer, such Participant shall not be eligible for benefits under the Plan.

5.2 Cash Payment. The Company shall pay to the Participant, in a lump sum in cash, the aggregate of the amounts in (a) and (b) below:

(a) The sum of:

(i) The Participant's base salary through the Date of Termination; and

(ii) The product of (x) the Participant's Target Bonus and (y) a fraction, the numerator of which is the number of days in the current calendar year through the Date of Termination, and the denominator of which is 365;

in each case to the extent not theretofore paid (the sum of the amounts described in clauses (i) and (ii) shall be hereinafter referred to as the "Accrued Obligations"); and

(b) Either (i), (ii) or (iii):

(i) In the case of a Schedule A Participant, the amount equal to the product of two times the sum of the Schedule A Participant's Annual Base Salary and Target Bonus;

(ii) In the case of a Schedule B Participant, the amount equal to the product of three times the sum of the Schedule B Participant's Annual Base Salary and Target Bonus; or

(iii) In the case of a Schedule C Participant, the amount equal to the product of one and one-half times the sum of the Schedule C Participant's Annual Base Salary and Target Bonus.

5.3 Long Term Incentive Awards. The treatment of Prior Equity Awards shall be governed by the terms of the Long-Term Incentive Plan and the related award agreements.

5.4 Health Care and Other Welfare Benefits. The Company shall pay the cost of the continued coverage of the Participant and/or the Participant's family under the Company's medical and dental employee benefit plans for 18 months after the Date of Termination provided that the Participant timely makes an election to continue such coverage in the Company's medical and dental employee benefit plans under COBRA, subject to the requirements and limitations thereof. Unless otherwise limited by applicable law, thereafter, the Company shall pay the cost of the continued coverage of the Participant and/or the Participant's family under the Company's medical and dental employee benefit plans for an additional period of six months, in the case of a Schedule A Participant, or 18 months, in the case of a Schedule B Participant (for a Schedule C Participant, no additional period beyond the initial 18 months); provided however, that if the Participant becomes re-employed with

another employer and is eligible to receive medical or dental benefits under another employer provided plan, the medical and dental benefits provided by the Company under this Plan shall be secondary to those provided under such other plan during the applicable period of eligibility. If the Participant does not timely elect COBRA coverage, the Participant shall not be entitled to the COBRA continuation benefit under this Section 5.4 of the Plan.

Unless otherwise limited by applicable law or by a third-party vendor contract, for two years after the Date of Termination in the case of a Schedule A Participant, three years after the Date of Termination in the case of a Schedule B Participant, or in the case of a Schedule C Participant, eighteen months after the Date of Termination (or for any Participant such longer period as may be provided by the terms of the appropriate plan, program, practice or policy), the Company shall continue benefits (other than medical and dental benefits) to the Participant and/or the Participant's family at least equal to those which would have been provided to them in accordance with the welfare plans, programs, practices and policies maintained by the Company if the Participant's employment had not been terminated or, if more favorable to the Participant, as in effect generally at any time thereafter with respect to other peer executives of the Employer and their families.

Unless otherwise limited by applicable law or by a third-party vendor contract, the Participant's eligibility (but not the time of commencement of such benefits) for retiree benefits pursuant to the welfare plans, programs, practices and policies maintained by the Company shall be determined as if the Participant had (A) remained employed until two years (in the case of a Schedule A Participant), three years (in the case of a Schedule B Participant), or eighteen months (in the case of a Schedule C Participant) after the Date of Termination, and (B) retired on the last day of such period.

5.5 Nonqualified Pension Benefit. If the Participant is actively participating in a component of the Pension Plan, such Participant shall be paid, in a lump sum payment in cash, an amount equal to the excess of (a) – (b). If the Participant is not actively participating in a component of the Pension Plan and elected the Core Contribution / 401(k) Program, such Participant shall be paid, in a lump sum payment in cash, an amount equal to the excess of (c) – (d).

(a) The actuarial equivalent of the benefit under the applicable component of the Pension Plan (utilizing the rate used to determine lump sums and, to the extent applicable, other actuarial assumptions no less favorable to the Participant than those in effect under the applicable component of the Pension Plan immediately prior to the Effective Date), any benefit under the Nonqualified Plan and, to the extent applicable, any other defined benefit retirement arrangement between the Participant and the Company ("Other Pension Benefits") which the Participant would receive if the Participant's employment continued for two, three or one and one-half additional years (for Schedule A Participants, Schedule B and Schedule C Participants,

respectively) beyond the Date of Termination and, assuming that the Participant's compensation for such deemed additional period was the Participant's Annual Base Salary as in effect immediately prior to the Date of Termination and assuming a bonus in each year during such deemed additional period equal to the Target Bonus,

(b) The actuarial equivalent of the Participant's actual benefit (paid or payable), if any, under the applicable component of the Pension Plan, the Nonqualified Plan and Other Pension Benefits as of the Date of Termination (utilizing the rate used to determine lump sums and, to the extent applicable, other actuarial assumptions no less favorable to the Participant than those in effect under the applicable component of the Pension Plan immediately prior to the effective date of the Change in Control).

(c) The amount of Core Contributions that under the Thrift Plan), any benefit under the Nonqualified Plan and Other Pension Benefits which the Participant would receive if the Participant's employment continued for two, three or one and one-half additional years (for Schedule A Participants, Schedule B and Schedule C Participants, respectively) beyond the Date of Termination and, assuming that the Participant's compensation for such deemed additional period was the Participant's Annual Base Salary as in effect immediately prior to the Date of Termination and assuming a bonus in each year during such deemed additional period equal to the Target Bonus,

(d) The Participant's actual Core Contribution benefit (paid or payable), if any, under the Thrift Plan, the Deferred Compensation Plan for Certain Employees of Public Service Enterprise Group Incorporated and its Affiliates and Other Pension Benefits as of the Date of Termination.

5.6 <u>Deferred Compensation</u>. Any compensation previously deferred (other than pursuant to a tax-qualified plan) by or on behalf of the Participant (together with any accrued interest or earnings thereon), whether or not then vested, shall become vested on the Date of Termination and shall be paid in accordance with the terms of the applicable deferred compensation plan, policy or practice under which it was deferred to the extent permitted by Section 409A of the Code.

5.7 <u>Outplacement Services</u>. The Company shall, at its sole expense as incurred, provide the Participant with outplacement services suitable to the Participant's position for a period not to exceed one year following the Date of Termination with a nationally recognized outplacement firm and up to a maximum Company cost of $25,000.

5.8 <u>Other Benefits</u>. To the extent not theretofore paid or provided, the Company shall pay or provide to the Participant any other amounts or benefits required to be paid or provided or which the Participant is entitled to receive under any plan, program, policy, practice, contract or agreement of the Company (or other Employer), including earned but unpaid stock and similar compensation, but excluding medical

or dental benefits if the Participant is eligible for such benefits to be provided by a subsequent employer, and benefits payable under any severance plan or policy.

5.9 <u>Termination By Employer For Cause or By Participant Other Than For Good Reason.</u> If, at any time after a Change in Control, either (a) an Employer shall terminate a participant's employment for Cause or (b) the Participant shall voluntarily terminate employment other than for Good Reason, the Employer shall have no further payment obligations to the Participant other than for the Participant's base salary through the Date of Termination. In such case, all such amounts shall be paid to the Participant in a lump sum in accordance with Section 6.1 of the Plan.

5.10 <u>Death</u>. If a Participant's employment terminates by reason of the Participant's death after a Change in Control, all Accrued Obligations as of the time of death shall be paid to the Participant's estate or beneficiary, as applicable, in a lump sum in cash in accordance with Section 6.1 of the Plan. The Participant's estate or beneficiary shall be entitled to any Other Benefits in accordance with their terms. The treatment of Prior Equity Awards shall be governed by the terms of the Long-Term Incentive Plan and the related award agreements.

5.11 Disability. If a Participant's employment is terminated by reason of Disability after a Change in Control, all Accrued Obligations shall be paid to the Participant in a lump sum in cash in accordance with Section 6.1 of the Plan. The treatment of Prior Equity Awards shall be governed by the terms of the Long-Term Incentive Plan and the related award agreements.

5.12 Retirement. If a Participant's employment terminates as a result of Retirement after a Change in Control, the Participant shall be paid the Accrued Obligations in a lump sum in cash in accordance with Section 6.1 of the Plan and the Participant shall be entitled to any Other Benefits in accordance with their terms. The treatment of Prior Equity Awards shall be governed by the terms of the Long-Term Incentive Plan and the related award agreements.

ARTICLE VI
TIMING OF, LIMITATIONS ON AND ADJUSTMENTS TO PLAN PAYMENTS

6.1 Time of Payments. Payments under the Plan shall be made to the Participant as follows:

(a) With respect to benefits, except those under Sections 4.4 and 5.10 of the Plan, payment to a Participant who is not a Specified Employee shall be made within the 60-day period following receipt of the executed waiver and release, but no later than 90 days following the Participant's Date of Termination. However, if the period to consider and revoke the written agreement required to receive the benefits described in Articles IV and V of the Plan (i.e., the waiver and release) spans two taxable years, in all events the payments will be made in the second taxable year within 30 days following the later of the

end of the first taxable year or the date the executed release is received by the Company.

(b) With respect to benefits under Section 5.10 of the Plan, payment shall be made within the 60-day period following the Participant's date of the Participant's death.

(c) With respect to benefits under Section 4.4 of the Plan, payments shall be made to the Participant at the same time the payments are made to active employees.

(d) Notwithstanding anything to the contrary in the Plan, to the extent necessary to comply with Section 409A of the Code, payments to a Participant who is a Specified Employee shall be made within the 60-day period following the six-month anniversary of the Participant's Date of Termination (other than by reason of death).

(e) All payments under the Plan that are reimbursements of covered expenses incurred by the Participant shall be made within the taxable year in which the expense is incurred.

6.2 Payment Offsets. Notwithstanding anything in the Plan to the contrary, in the event a Participant is entitled to receive severance payments both under this Plan and under the terms of either (a) an individual change of control or employment agreement, (b) another severance pay plan or policy of an Employer or (c) any existing or future law or regulation, the benefits payable under this Plan shall be reduced by the amount of any severance benefits such Participant is entitled to receive under such individual agreement, plan, policy, law or regulation.

6.3 Cap on Excess Parachute Payments; Gross-Up Payments. Notwithstanding anything in the Plan to the contrary, if (i) a Participant is a "disqualified individual" (as defined in Section 280G(c) of the Code) and (ii) the severance benefits provided under Articles IV or V, as applicable, together with any other payments the Participant has the right to receive from an Employer, would constitute a "parachute payment" (as defined in Section 280G(b) of the Code) ("Parachute Payments") and but for the language in subsection (a) of this Section 6.3, would be subject to the excise tax imposed by Section 4999 of the Code (the "Excise Tax"), the following provisions shall apply:

(a) The severance benefits payable under Articles IV or V together with any other Parachute Payments that the Participant has a right to receive from the Employer, shall be reduced to the minimum extent necessary (but in no event to less than zero) so that no portion of any such benefit or other payment provided to the Participant, as so reduced, constitutes an "excess parachute payment" (as defined in Section 280G(b) of the Code); provided, however, that the foregoing reduction shall be made only if and to the extent that such reduction would result in an increase in the aggregate benefits payable to the

Participant, determined on an after-tax basis (taking into account the Excise Tax imposed pursuant to Section 4999 of the Code, or any successor provision thereto, any tax imposed by any comparable provision of state law, and any applicable federal, state and local income taxes, as computed at the highest marginal rate).

(b) The determination of whether any reduction on the severance benefits payable under Articles IV or V pursuant to Section 6.3(a) is necessary shall be made by the Company's independent auditor or such other certified public accounting firm as may be jointly designated by the Participant and the Company (the "Accounting Firm"), which shall provide detailed supporting calculations to the Participant and the Company. The determinations of the Accounting Firm shall be conclusive and binding on the Company and the Participant. All fees and expenses of the Accounting Firm shall be borne solely by the Company. The fact that the Participant's right to severance benefits may be reduced by reason of the limitations contained in Section 6.3(a) shall not of itself limit or otherwise affect any other rights of the Participant under this Plan. In the event that any severance benefit intended to be provided under this Plan is required to be reduced pursuant to Section 6.3(a), then the reduction will be made in accordance with Section 409A of the Code. Any such reductions shall be made from severance benefit payments described in Article IV or V of the Plan, as applicable.

(c) If through error or otherwise, a Participant shall receive payments under the Plan, together with other Parachute Payments the Participant has the right to receive from an Employer, in excess of the amount calculated pursuant to subsection (a) of this section 6.4, the Participant shall immediately repay the excess amount to the Employer upon notification from the Employer that an overpayment has been made. If the Participant fails to repay the excess to the Employer within 10 business days of the date of the Employer's notification, the Participant will become liable to the Employer for an amount equal to two (2) times the excess amount.

6.4 Compliance with Section 409A of the Code. The benefits provided under the Plan are intended to comply with the severance exemption under Treasury Regulation Section 1.409A-1(b)(9)(iii) or another exemption from Section 409A of the Code, and the Plan provisions shall be so construed, or else shall be construed to comply with Section 409A of the Code. In the event that benefits under the Plan are subject to Section 409A of the Code, and benefits are payable upon Separation from Service to a Specified Employee, benefits shall be delayed for six months to the extent necessary to comply with Section 409A of the Code. To the extent required to comply with Section 409A of the Code, the Company may modify the severance benefits payable hereunder.

6.5 Tax Withholding. Notwithstanding any other provision of this Plan, the Company may withhold from any amounts payable under this Plan such Federal, state, local, employment or foreign taxes as shall be required to be withheld pursuant to any

applicable law or regulation.

ARTICLE VII
RESTRICTIVE COVENANTS

7.1 Confidentiality. As a condition to participation in the Plan, each Participant agrees to hold in a fiduciary capacity for the benefit of the Company and its Affiliates all Confidential Information which shall have been obtained by the Participant during the Participant's employment by the Employer; except, however, that this Section 7.1 shall not apply to Confidential Information that is or becomes public knowledge, unless such Confidential Information became or becomes public knowledge due to acts of the Participant or representatives of the Participant in violation of this Section 7.1. Upon termination of the Participant's employment, the Participant shall return to the Company all Confidential Information in their possession. After termination of the Participant's employment with the Employer, the Participant shall not, without the prior written consent of the Company or as may otherwise be required by law or legal process, communicate or divulge any such Confidential Information to anyone other than the Company and those designated by it, except (a) otherwise publicly available information, (b) as may be necessary to enforce the Participant's rights under the Plan or as necessary for the Participant to defend against a claim asserted directly or indirectly by the Company or its Affiliates, or (c) as may be compelled by service of a valid subpoena or other legal process (if the Participant is served with a valid subpoena or other legal process, the Participant must so notify the Company within three business days). Furthermore, nothing contained in this Plan prevents a Participant from disclosing without notice to the Company any perceived violation of law to any Federal, state, or local governmental agency or entity including, but not limited to, the Securities and Exchange Commission, or making other disclosures that are protected under the whistleblower provisions of any law.

Finally, nothing in this Plan prevents a Participant – nor should a Participant be held civilly or criminally liable under any law – if the Participant discloses a trade secret: (a) in confidence to a Federal, State or local government official, either directly or indirectly, or to an attorney solely for the purpose of reporting or investigating a suspected violation of law; (b) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal or otherwise in confidence; (c) to the Participant's attorney in connection with a lawsuit or arbitration alleging retaliation by an employer for reporting a suspected violation of law; or (d) in connection with a lawsuit or arbitration described in the immediately preceding subparagraph (c), provided the Participant: (i) files any document containing the trade secret under seal; and (ii) does not disclose the trade secret, except pursuant to a court order or an arbitrator's order.

Unless and until a determination has been made in accordance with Section 7.4 that the Participant has violated this Section 7.1, an asserted violation of the provisions of this Section 7.1 shall not constitute a basis for deferring or withholding any amounts otherwise payable to the Participant under the Plan.

7.2 Non-Compete. As a condition to participation in the Plan, each Participant agrees that in the event the Participant voluntarily terminates employment other than for Good Reason, for the period of one year from Date of Termination, the Participant will not, without the written consent of the Company, directly or indirectly own, manage, operate, join, control, become employed by, consult to or participate in the ownership, management, or control of any business which is in direct competition with the Company or its Affiliates. This Section 7.2 shall not apply to the extent that non-compete agreements are restricted or prohibited by applicable state law.

7.3 Non-Solicitation. As a condition to participation in the Plan, each Participant agrees that, in the event the Participant voluntarily terminates employment other than for Good Reason, for the period of one year following the Date of Termination, the Participant will not, directly or indirectly, solicit or hire, or encourage the solicitation or hiring by any employer other than the Company or its Affiliates, for any position as an employee, independent contractor, consultant or otherwise, any person who was a managerial or higher level employee of an Employer at any time during the term of the Participant's employment by the Employer; provided, however, that this provision shall not apply with respect to the solicitation of any person after six months from the date on which such person's employment by an Employer has terminated.

7.4 Enforcement. In the event of a breach by the Participant of any of the covenants set forth in this Article VII, it is agreed that the Company shall suffer irreparable harm for which money damages are not an adequate remedy, and that, in the event of such breach, the Company shall be entitled to obtain an order of a court of competent jurisdiction for equitable relief from such breach, including, but not limited to, temporary restraining orders and preliminary and/or permanent injunctions against the breach of such covenants by the Participant. In the event that the Company should initiate any legal action for the breach or enforcement of any of the provisions contained in this Article VII and the Company does not prevail in such action, the Company shall promptly reimburse the Participant the full amount of any court costs, filing fees, attorney's fees which the Participant incurs in defending such action, and any loss of income during the period of such litigation.

Nothing in this Plan prohibits the Participant from reporting possible violations of Federal law or regulation to any governmental agency or entity, including but not limited to the Department of Justice, the Securities and Exchange Commission, the Congress, and any agency Inspector General, or making other disclosures that are protected under the whistleblower provisions of Federal law or regulation. The Participant does not need the prior authorization of the Law Department to make any such reports or disclosures, and is not required to notify the Company that such reports or disclosures have been made.

ARTICLE VIII
AMENDMENT AND TERMINATION

8.1 Amendment. The Company may amend this Plan at any time, and from time to time, by action of the Committee; provided, however, that no amendment adopted after the effective date of a Change in Control shall have the effect of either (a) removing an individual from the list of Participants, (b) adding conditions for participation or the entitlement to receive benefits hereunder, (c) reducing the amount of benefits payable to a Participant, or (d) otherwise restricting a Participant's right to receive benefits under the Plan, except as may otherwise be required to conform such payments to the requirements of Section 409A of the Code. The Committee delegates to the Senior Vice President of Human Resources, Chief Human Resources Officer & Chief Diversity Officer the authority to approve administrative amendments to the Plan.

8.2 Termination. The Committee may terminate the Plan at any time prior to a Change in Control. The Plan may not be terminated after the effective date of a Change in Control.

ARTICLE IX
ADMINISTRATION

9.1 Plan Administrator. The Plan shall be administered by the Committee, which shall have the duties and responsibilities for administering the Plan as are specifically set forth in this Article IX.

9.2 Responsibilities of Committee.

(a) The Committee shall have responsibility for the day-to-day administration of the Plan. In addition, the Committee shall have the specific powers, duties, responsibilities and obligations specifically provided for herein.

(b) Subject to the express provisions of the Plan, the Committee shall have full and exclusive authority to interpret the Plan and to make all other factual determinations deemed necessary or advisable in the implementation and administration of the Plan, including but not limited to determinations with respect to the eligibility of Participants to receive benefits under the Plan and the status and rights of such Participants and all other persons affected hereunder. The Committee's interpretation and construction of the Plan shall be conclusive and binding on all persons.

(c) The Committee shall have sole authority to adopt rules and regulations, which shall be administered by the Committee. In addition, the Committee shall have the discretionary authority to issue rulings and interpretations concerning the Plan and all matters arising thereunder, on a uniform and nondiscriminatory basis, provided the same shall not be contrary to or inconsistent with any provision of the Plan.

(d) As a condition of distributing any benefit under the Plan, the Committee may prescribe the use of such forms and require the furnishing of such information as the Committee may deem appropriate for administering the Plan.

9.3 Allocation or Delegation of Duties and Responsibilities. In furtherance of its duties and responsibilities under the Plan, the Committee may:

(a) Employ agents to carry out non-fiduciary responsibilities;

(b) Employ agents to carry out fiduciary responsibilities;

(c) Consult with counsel, who may be counsel to the Company; and

(d) Delegate any of its duties and responsibilities hereunder to such officer or officers of the Company as the Committee shall designate; except, however, that the Committee may not delegate to any other person the designation of Eligible Employees under Section 3.1 or the authority to consider and determine appeals of alleged adverse benefit determinations.

The Committee delegates to the Chief Executive Officer of the Company the responsibility and authority to interpret the terms of the Plan, including the benefits payable thereunder. Furthermore, the Committee delegates to the Senior Vice President of Human Resources, Chief Human Resources Officer & Chief Diversity Officer of the Company the authority to enter into a VSA with a Participant in lieu of providing benefits under the Plan.

9.4 Expenses. Unless otherwise agreed to by the Company, no person acting as a fiduciary hereunder (who is an employee of an Employer) shall receive any compensation for services as such. Expenses incurred by fiduciaries in connection with the administration of the Plan shall be paid by the Company.

9.5 Indemnification of Plan Administrator. The Company shall indemnify, to the fullest extent permitted by law, each person made or threatened to be made a party to any civil or criminal action or proceeding by reason of the fact that such person, or such person's testator or intestate, was a member of the Committee, or a delegate of the Committee, acting in the capacity of Plan administrator.

9.6 Reliance Upon Others. The Committee, any person to whom it may delegate such of its duties and powers as provided herein, and the officers and directors of the Company shall be entitled to rely conclusively upon and shall be fully protected in any action taken by them in good faith in reliance upon any tables, valuations, certificates, opinions, reports or other advice furnished to them by any duly appointed actuary, accountant, legal counsel (who may be counsel for the Company) or other specialist.

9.7 Notification. All notices, reports and statements in connection with the Plan that are

given, made, delivered or transmitted to a Participant shall be deemed duly given, made, delivered, or transmitted when mailed, by such schedule as the sender may deem appropriate, with postage prepaid and addressed to the Participant at the address last appearing on the records of the Employer with respect to this Plan. All notices, direct actions or other communications given, made, delivered or transmitted by a Participant to an Employer or Committee shall not be deemed to have been duly given, made, delivered, transmitted or received unless and until actually received by the Employer or Committee.

9.8 Multiple Capacities. A person may serve in more than one fiduciary capacity with respect to the Plan.

ARTICLE X
CLAIMS PROCEDURE

10.1 Submission of Claims. The initial claim by any Participant for benefits under this Plan shall be submitted in writing to the Committee (or its delegate) within 60 days after the occurrence of the termination of employment that the Participant claims to have triggered entitlement to Plan benefits.

10.2 Computation and Review of Claims. All benefits shall be computed by the Committee or its delegate. All claims shall be approved or denied by the Committee (or its delegate) as soon as practicable, but in no event later than 90 days after application by the Participant. The Committee may take an additional 90 days to review the claim, provided that the Participant is notified in writing within the initial 90-day period.

(a) Initial Denial of Claim - Any denial of a claim shall include:

(i) Reason or reasons for the denial;

(ii) Reference to pertinent Plan provisions on which the denial is based;

(iii) Description of any additional material or information necessary for the Participant to perfect the claim together with an explanation of why the material or information is necessary; and

(iv) Explanation of the Plan's claim review procedure, described below.

(b) Review of a Denied Claim - A Participant shall have a reasonable opportunity to appeal a denied claim to the Committee (or its delegate) for a full and fair review. The Participant or a duly authorized representative shall have 60 days after receipt of written notification of the denial of claim in which to file an appeal with the Committee. The request for review shall be in writing and the Participant or a duly authorized representative shall submit written comments, documents, records and other information relating to the appeal. The Participant or a duly authorized representative may review, free of charge, pertinent Plan documents, records and other information relevant to

the appeal.

(c) Committee Review - The Committee's (or its delegate's) review shall take into account all comments, documents, records and other information submitted by the Participant relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination.

(d) Written Decision - The Committee (or its delegate) shall issue a decision on the reviewed claim promptly but no later than 60 days after receipt of the review. The Committee may take an additional 60 days to review the claim, provided that the Participant is notified in writing within the initial 60-day period. The Committee's decision shall be in writing and shall include:

(i) Reasons for the decision;

(ii) References to the Plan provisions on which the decision is based;

(iii) Statement that the Participant is entitled to receive, upon request, reasonable access to, and copies of, all documents, records and other information relevant to the claim; and

(iv) Statement that the Participant is entitled to bring a civil suit under Section 502(a) of ERISA.

(e) Binding Effect - The Committee's (or its delegate's) decision shall be final and binding on the Participant and the Employer.

ARTICLE XI
GENERAL PROVISIONS

11.1 Construction. This Plan shall be construed and enforced in accordance with and governed by the internal substantive laws (and not the laws relating to conflict of laws or choice of laws) of the State of New Jersey, except to the extent that such laws are preempted by Federal law.

11.2 Unfunded Plan. The obligations of the Company under this Plan are not required to be funded in advance. Nothing contained in this Plan shall give an Eligible Employee or Participant any right, title or interest in any property of the Company or any of its Affiliates.

11.3 No Right to Continued Employment. Nothing contained herein shall be deemed to give any Eligible Employee or Participant the right to be retained in the employment of an Employer or to limit the rights of any Employer to discharge any Eligible Employee or Participant at any time, with or without notice and with or without Cause.

11.4 Partial Invalidity. The invalidity or unenforceability of any term or provision, or any

clause, or portion thereof, of this Plan shall in no way impair or affect the validity or enforceability of any other provision of this Plan, which shall remain in full force and effect.

11.5 Successors and Assigns.

(a) This Plan shall inure to the benefit of and be binding upon the Company and its successors and assigns.

(b) The Company shall require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company to assume expressly and agree to perform the Company's obligations under the Plan in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place.

(c) In no event shall a Participant assign their interests under the Plan to any other person without the prior written consent of the Committee.

11.6 Waivers. Failure to strictly comply with any term, condition or requirement set forth in the Plan shall not be deemed a waiver of such term, condition or requirement, nor shall any waiver of any such term, condition or requirement at any one time or times be deemed to result in a waiver of such term, condition or requirement at any other time or times.

11.7 Gender and Number. The singular shall include the plural, unless indicated otherwise by the context.

11.8 Headings. The headings of the Plan are for purposes of reference only and shall not limit or otherwise affect the meaning hereof.

/s/ Sheila J. Rostiac   December, 21, 2025
Sheila J. Rostiac   Date

Exhibit 10a(20)

PUBLIC SERVICE ENTERPRISE GROUP INCORPORATED
MANAGEMENT INCENTIVE COMPENSATION PLAN

Amended December 16, 2025 and effective as of January 1, 2026

TABLE OF CONTENTS

PUBLIC SERVICE ENTERPRISE GROUP INCORPORATED

MANAGEMENT INCENTIVE COMPENSATION PLAN

I. PURPOSE

The purposes of this Plan are to foster attainment of the financial and operating objectives of the Company and its Participating Affiliates, which are important to customers and stockholders by providing incentive to certain key officers and executive-level employees who contribute to attainment of these objectives. This Plan is designed to provide for awards to selected salaried employees in executive and other important positions, who, individually or as members of a group, contribute in a substantial degree to the success of the Company and its Participating Affiliates, and who are in the position to have a direct and significant impact on the growth and success of the Company and its Participating Affiliates, thus affording to them a means of participating in that success and an incentive to contribute further to that success. This Plan also serves to supplement the Company's and Participating Affiliates' salary and benefit programs so as to provide overall compensation for such executive-level employee that is competitive with corporation with which the Company and its Participating Affiliates must compete for executive talent and to assist the Company and its Participating Affiliates in attracting and retaining executives who are important to their continued success.

This Plan was amended effective November 18, 2015 to clarify the method of determining the Final Incentive Award for a Participant who during a Plan Year transfers from one Subsidiary/Business Unit/Practice Area to another Subsidiary/Business Unit/Practice Area, and for an Employee who participates in both this Plan and the Public Service Enterprise Group Incorporated Senior Management Incentive Compensation Plan.

The Plan was amended effective January 1, 2016 to make administrative clarifications.

The Plan was amended April 20, 2022 and effective January 1, 2022 to provide that certain former participants in the Senior Management Incentive Compensation Plan are eligible to participate in this Plan effective as of January 1, 2022, and for administrative clarifications.

The Plan was amended December 19, 2023 and effective January 1, 2024 to (i) remove the Business Unit Financial Factor from the criteria used to determine Awards, (ii) modify the method for determining Awards, and (iii) to make administrative clarifications.

The Plan is being amended December 16, 2025 and effective January 1, 2026 to (i) include proration for Participants who are absent from work during the Plan Year, (ii) provide that employees who begin phased retirement are eligible for a prorated Award for the portion of the year prior to the beginning of the phased retirement, (iii) add that an employee must be employed for 90 calendar days in order to be eligible for an Award under the Plan (iv) make administrative clarifications.

II. DEFINITIONS

The following words and phrases shall have the meanings set forth below:

(a) "Administrative Regulations" shall mean the procedures and regulations established by the Committee pursuant to Section III hereof for the purpose of administering the Plan.

(b) "Affiliate" shall mean any organization which is a member of a controlled group of corporations (as defined in Code section 414(b), as modified by Code section 415(h)) which includes the Company; or any trades or business (whether or not incorporated) which are under common control (as defined in Code section 414(c), as modified by Code section 415(h)) with the Company; or a member of an affiliated service group (as defined by Code section 414(m)) which includes the Company pursuant to the regulations under Code section 414(o).

(c) "Award" shall mean the amount determined by the Committee pursuant to Section VII hereof.

(d) "Award Fund" shall mean the aggregate amount made available in any Plan Year pursuant to Section V hereof from which Awards determined under Section VII hereof may be made.

(e) "Cash Balance Component" shall mean the Cash Balance Component of the Pension Plan.

(f) "CEO" shall mean the Chief Executive Officer of the Company. If the Board of Directors has not designated a Chief Executive Officer, "CEO" shall mean the President of the Company.

(g) "Code" shall mean the Internal Revenue Code of 1986, as amended, or as it may be amended from time to time.

(h) "Committee" shall mean the Organization and Compensation Committee of the Board of Directors of the Company, the membership on which shall be limited to directors of the Company who are not Employees.

(i) "Company" shall mean Public Service Enterprise Group Incorporated, a New Jersey corporation, or any successor thereto.

(j) "Disability" for purpose of this Plan, a Participant shall be deemed to have terminated employment on account of "Disability" if such Participant qualifies for a disability pension under the Pension Plan.

(k) “Employee” shall mean any person not included in a unit of employees covered by a collective bargaining agreement who is an employee (such term having its customary meaning) of the Company or a Participating Affiliate, whether full-time or part-time, and whether or not an officer or director, and who is receiving remuneration for personal services rendered to the Company or Participating Affiliate other than (i) solely as a director of the Company or a Participating Affiliate, (ii) as a temporary employee, (iii) as a consultant, or (iv) as an independent contractor (regardless of whether a determination is made by the Internal Revenue Service or other governmental agency or court after the individual is engaged to perform such services that the individual is an employee of the Company or Participating Affiliate for the purposes of the Code or otherwise).

(l) “Participant” shall mean an Employee who has been designated by the Committee to participate in the Plan pursuant to Section IV and V thereof.

(m) “Incremental Step-Proration Calculation” – the percentage that a Participant’s Award will be adjusted due to their absence from work beyond 183 calendar days during the year in accordance with Section VII of the Plan.

(n) Participating Affiliate” shall mean any Affiliate of the Company that adopts this Plan with the approval of the Board of Directors of the Company. As a condition to participating in this Plan, such Affiliate shall authorize the Board of Directors of the Company and the Committee to act for it in all matters arising under or with respect to this Plan and shall comply with such other terms and conditions as may be imposed by the Board of Directors of the Company.

(o) “Participating Affiliate” shall mean any Affiliate of the Company that adopts this Plan with the approval of the Board of Directors of the Company. As a condition to participating in this Plan, such Affiliate shall authorize the Board of Directors of the Company and the Committee to act for it in all matters arising under or with respect to this Plan and shall comply with such other terms and conditions as may be imposed by the Board of Directors of the Company.

(p) "Pension Plan" shall mean the Pension Plan of Public Service Enterprise Group Incorporated.

(q) "Plan" shall mean the Public Service Enterprise Group Incorporated Management Incentive Compensation Plan, as it may be amended from time to time.

(r) "Plan Year" shall mean the calendar year.

(s) "Reduction-in-Force" shall mean an involuntary termination of employment, other than for cause as determined by the Company. A Reduction-in-Force may include voluntary exit programs.

(t) "Retirement" shall mean the Participant's separates from service after satisfying the following requirements:

  a. For a Participant actively participating in the Final Average Pay Component of the Pension Plan, the Rule of 80; or

  b. For a Participant actively participating in the Cash Balance Component of the Pension Plan, age 55 and 5 years of service.

(u) "Subsidiary" shall mean any corporation, limited liability company or other entity, domestic or foreign (other than the Company), 50% or more of the total voting power of which is held by the Company and/or a Subsidiary or Subsidiaries.

(v) "Target Incentive Awards" shall mean the amounts determined by the Committee pursuant to Section V thereof.

III. AMINISTRATION

(a) The Committee shall administer the Plan. Subject to the provisions of the Plan, the Committee shall have the full and final authority to select Participants, to designate Target Incentive Awards for each Participant and to determine the performance objectives and the amount of all Awards under this Plan. The Committee shall also have, subject to the provisions of the Plan, full and final authority to interpret the Plan, to establish and revise such administrative regulations as it deems necessary for the proper administration of the Plan and to make any other determinations that it believes necessary or advisable for the administration of the Plan. The Committee may delegate such responsibilities, other than final approval of Awards or appeals of alleged adverse determinations under the Plan, to the CEO or to any other officer of the Company or any Participating Affiliate.

(b) All decisions and determinations by the Committee shall be final and binding on all parties, including stockholders, Participants, legal representatives and other Employees.

(c) The Committee may rely conclusively on the determinations made by the Company's independent public accountants.

IV. ELIGIBILITY

(a) Those Employees who are key officers or executive-level Employees of the Company, a Subsidiary or an Affiliate who, in the opinion of the Committee, are in a position to have a direct and significant impact on achieving the Company's long-term objectives, and has worked for 90 calendar days for the Company during the Plan Year, are eligible to participate in the Plan.

(b) The Committee may select such Employee of the Company or Participating Affiliate (individual or by position) for participation in the Plan upon such terms as it deems appropriate, due to the Employee’s responsibilities in their opportunity to contribute substantially to the attainment of financial and operating objectives of the Company or Participating Affiliate. A determination of participation for a Plan Year shall be made no later than the beginning of that Plan Year; provided, however, that newly hired Employees may be added and an Employee whose duties and responsibilities change significantly during a Plan Year may be added or deleted as a Participant if appropriate to reflect any such change in duties and responsibilities during a Plan Year.

(c) Any Employee who participates in both this Plan and the Public Service Enterprise Group Incorporated Performance Incentive Plan, the Employee’s Award under this Plan shall be prorated for the portion of the Plan Year in which they participate in this Plan.

(d) Beginning for the 2022 Plan Year, employees who were participants in the Senior Management Incentive Plan Compensation as of December 31, 2021 will become participants in this Plan, except those participants who received a payout of a 2022 pro-rated Senior Management Incentive Compensation Plan award.

(e) Participation in the Plan in one Plan Year shall not guarantee or require participation in another Plan Year.

(f) The Committee shall have sole discretion as to whether to suspend operation of the Plan for any period of time.

V. <u>TARGET INCENTIVE AWARDS</u>

(a) For each Plan Year, the Committee shall determine:

(i) Whether or not the Plan shall be in operation for such Plan Year.

(ii) The names or positions of those Employees who will participate in the Plan for such Plan Year.

(iii) The Target Incentive Award for each Participant, expressed as a percentage of the Participant's rate of base salary in effect as of the last day of the Plan Year to which such Target Incentive Award relates.

(b) At any time after the commencement of a Plan Year, but prior to the close thereof, the Committee may, in its discretion, eliminate or add Participants or increase or decrease the Target Incentive Award of any Participant based upon such criteria as it shall deem appropriate.

VI. PERFORMANCE GOALS

For each Plan Year, the performance goals of each Participant shall be approved within 90 days of the beginning of the Plan Year (or, for Participants joining the Plan during a Plan Year, within 90 days of participation), by the CEO or such of their direct reports who is the Participant's manager. These performance goals shall be performance measures or objectives, whether quantitative or qualitative, which must be achieved in order to earn an Award under this Plan. The CEO or such direct report shall approve the specific targets for any such selected performance goals. These targets may be set at a specific level or may be expressed as relative to the comparable measure at comparison companies or to a defined index. Such performance goals shall include a corporate goal or goals related to the performance of the Company and may include (i) an employer goal or goals related to the performance of a Subsidiary or organizational business unit, and (ii) an individual goal or goals related to the individual performance of the Participant in their position.

The CEO shall determine the substance and weighting of each goal of a Participant who is their direct report. The CEO may determine the substance and weighting of each of the goals of other Participants or may delegate the determination of the substance and weighting of these goals to such of their direct reports with respect to such person's relevant business units and direct reports.

Notwithstanding the foregoing, however, for any Plan Year, the Committee or the CEO may, as deemed to be appropriate, elect to adjust the applicable weightings of the corporate goal(s), the business unit goal(s), as applicable, and the individual goal(s) as part of the criteria for determining Awards for any Participant or group of Participants in the Plan.

VII. DETERMINATION OF FINAL INCENTIVE AWARDS

A Participant's Final Inventive Award will be determined as follows:

(a) All such determinations, except in the case of the award for the CEO which shall be reviewed and recommended for approval by the O&CC and approved by the Board of Directors, shall be made after considering the recommendations of the CEO and such other matters as the Committee shall deem relevant. In making such determinations, the Committee may, in addition to achievement of short-term business objectives, take into account achievement by key executives of long-term goals of the Company.

(b) Within 60 days of the end of the Plan Year, the CEO or their appropriate direct report shall certify, subject to confirmation by the Committee, the achievement of the corporate goal(s), the several business unit goal(s), as applicable, and the several individual goal(s) for the Plan Year.

(c) The result of such certifications shall be the corporate factor, the business unit scorecard factor and the strategic factor, respectively.

(d) The respective portions (corporate, business unit scorecard and strategic) of each Participant's Target Incentive amount shall then be multiplied by the corporate factor, the business unit scorecard factor and the strategic factor to determine the Participant's Incentive Award. For example, assume (i) Target Incentive Amount of 50%, (ii) corporate goal weighting of 65%, (iii) a corporate factor of 1.15, (iv) business unit scorecard goal weighting of 25%, (v) business unit scorecard factor of 0.75, (vi) a strategic goal weighting of 10% and (vii) a strategic factor of 1.1:

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1. Corporate Portion	=	1.15	x	.65	=	0.75
2. Scorecard Portion	=	0.75	x	.25	=	0.19
3. Strategic Portion	=	1.10	x	.10	=	0.11

Overall Goal Result = 0.75 + 0.19 + 0.11 = 1.05

<u>INCENTIVE AWARD</u> = Overall Goal Result x Target Incentive x Salary 1.05 x 50% x Salary

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(e) Notwithstanding anything contained in this Plan to the contrary, unless the CEO shall specifically so determine and the Committee affirm, a Participant's Final Incentive Award shall not exceed 2.0 times such Participant's Target Incentive Amount for the Plan Year to which it relates.

(f) Unless otherwise determined by the Committee or the CEO, the applicable factors to be applied in determining a Participant's Final Incentive Award shall be that of the Subsidiary/Business Unit/Practice Area of which the Participant was a member in the last day of (or, for terminated Participants eligible for Awards, on the last day of employment in) the Plan Year to which the Award relates. Notwithstanding anything in the Plan to the contrary, if, during the Plan Year, the

Participant transfers to a different Subsidiary/ Business Unit/ Practice Area, such Participant's Final Incentive Award shall be the sum of (i) the applicable factors of the Subsidiary/ Business Unit/ Practice Area that the Participant was in at the beginning of the Plan Year multiplied by the applicable number of months, and (ii) the applicable factor of the Subsidiary/ Business Unit/ Practice Area that the Participant was in at the end of the Plan Year multiplied by the applicable number of months.

(g) Unless otherwise determined by the CEO, to the extent that the Target Incentive Amount applicable to any Participant is changed during a Plan Year (e.g., downgrade of incumbent position, change in position, promotion to a new position), such Participant's Final Incentive Award shall be prorated on the basis of the Participant's service in their respective positions.

(h) To the extent a Participant is absent for more than 183 calendar days (paid or unpaid, consecutive or cumulative) during a Plan Year, unless recommended otherwise by the CEO and subject to the approval of the Committee, the Participant's Award for that Plan Year shall be adjusted proportionately to reflect the period(s) of absence based on the Step-Incremental Proration Calculation. For purposes of determining the 183 days, vacation, floating holidays and sick day allotment shall not be taken into account.

Step-Incremental Proration Calculation; a Participant's Award shall be adjusted as follows under this Subsection (h):

Number of Calendar Days Unavailable	MICP Proration Percentage	Prorated MICP Award Percentage
1-183	0%	100%
184-198	10%	90%
199-213	20%	80%
214-228	30%	70%
229-243	40%	60%
244-258	50%	50%
259-274	60%	40%
275-365 (366 in Leap Year)	100%	0%

(i) Notwithstanding anything in the Plan to the contrary, if a Participant is absent for 275 calendar days or more during a Plan Year, such Participant shall not be eligible for an Award for that Plan Year. For purposes of determining the 275-day allotment, vacation, floating holidays and sick days shall not be taken into account.

(j) Also, notwithstanding anything contained in this Plan to the contrary, the Committee or CEO may adjust a Participant's Final Incentive Award based upon any criteria it/he/she may determine to be reasonable.

VIII. DISTRIBUTION

(a) All distributions of a Participant’s Final Incentive Award shall be made as of a distribution date which shall be no later than the 15th day of the third month following the close of the Plan Year to which such award relates.

(b) All distributions shall be in one lump sum in money.

IX. TERMINATION OF EMPLOYMENT

(a) If the employment of a Participant is terminated on account of the Participant’s death, Disability, Reduction-in-Force or Retirement, and if the Committee determines that such Awards under this Plan may be earned for the Plan Year of termination, such Participant’s Awards shall be prorated for that part of the Plan Year in which the Participant was participating prior to such termination and the Company shall pay such prorated Award as soon as practicable after determination of the Final Incentive Awards in accordance with Section VII, unless otherwise determined by the Committee; provided, however, that any Participant who has received a benefit under the Key Executive Severance Plan of Public Service Enterprise Group Incorporated shall not be entitled to a prorated payment provided under this subsection.

(b) If, prior to the payment of any Award under this Plan, the employment of a Participant is terminated for any reason other than death, disability, Reduction-in-Force or Retirement, the Participant shall forfeit the right to payment of such Award, unless otherwise determined by the Committee.

(c) If a Participant becomes a Participant during the Plan Year, any Award under this Plan to the Participant may be appropriately prorated from the time the Participant entered the Plan to the end of the Plan Year as determined by the CEO.

(d) In the case of a Participant's death, any payment under this Plan shall be made to the Participant's estate. Such payment shall be made as a lump sum as soon as practicable after the determination of the Final Incentive Award in accordance with Section VII, but no later than 60 days after the determination.

(e) In the case of a Participant who commenced phased retirement during a Plan Year, the Participant shall be eligible for a prorated Award based on the portion of the Plan Year prior to the beginning of phased retirement, provided that the Participant otherwise satisfies the conditions under the Plan for an Award. Such Participant shall not be eligible for an Award for the portion of the Plan Year after phased retirement begins. For example, if a Participant begins phased retirement on July 1, 2025, they will be eligible for a prorated Award based on January 1, 2025 through June 30, 2025.

X. LIMITATIONS

Neither the action of the Company in establishing the Plan, nor action taken by it or by the Committee under the provisions hereof, nor any provision of the Plan, shall be construed as giving any Employee the right to be retained in the employ of the Company, its Subsidiaries or its Affiliates.

The Company may offset against any payments to be made to the Participant or their beneficiary under this Plan any amounts owing to the Company, its Subsidiaries or its Affiliates from the Participant for any reason.

The invalidity or unenforceability of any provision of this Plan shall in no way affect the validity or enforceability of any other provision hereof.

XI. LIMITATION OF ACTIONS

Every asserted right of action by or on behalf of the Company or by or on behalf of the stockholder against any past, present or future member of the Committee or director, officer or Employee of the Company of any Subsidiary or Affiliate thereof, arising out of or in connection with this Plan, shall, irrespective of where such right of action may arise or be asserted and irrespective of the place of residence of any such member director, officer or Employee, cease and be barred upon the expiration of three years (i) from the date of the alleged act or omission in respect of which such right of action arises or (ii) from the date upon which the Company's Annual Report to Stockholders setting forth the aggregate amount of the awards to all or any part of which such action may relate is made generally available to stockholders, whichever date is earlier; and every asserted right of action by or on behalf of the any Employee, past, present or future, or any beneficiary, spouse, child or legal representative thereof, against the Company or any Subsidiary or Affiliate thereof, arising out of or in connection with this Plan, shall, irrespective of the place where such right of action may arise or be asserted, cease and be barred by the expiration of three years from the date of the alleged act or omission in respect of which such right of action arises.

XII. CLAIMS PROCEDURE

In the case of any Participant (whether active, retired or terminated) or beneficiary whose claim for an award under this Plan has been denied, the Company shall provide adequate notice in writing of such adverse determination setting forth the specific reasons for such denial in a manner calculated to be understood by the recipient thereof. Such Participant or beneficiary shall be afforded a reasonable opportunity for a full and fair review of the decision denying the claim by the Committee.

XIII. PLAN AMENDMENT, SUSPENSION OR TERMINATION

The Board of Directors may discontinue the Plan shall at any time and may, from to time, amend or revise the terms of the Plan as permitted under applicable statutes; provided, however, that no such discontinuance, amendment or revision shall materially adversely affect any right or obligation with respect to any award theretofore made. The Plan will continue in operation until discontinued as herein provided.

XIV. OTHER COMPENSATION PLANS

The adoption of this Plan shall not affect any other incentive compensation plan, equity compensation plan or any other compensation plan in effect for the Company or any Affiliate, nor shall the Plan preclude the Company or any Affiliate from establishing any other form of incentive compensation plan, equity compensation option plan or any other compensation plan.

XV. MISCELLANEOUS

(a) The costs and expense of administering the Plan shall be borne by the Company and its Affiliates and shall not be charged against any Award or to any Participant receiving an Award.

(b) To the extent not preempted by Federal law, this Plan and actions takin in connection herewith shall be governed and construed in accordance with the State of New Jersey without reference to the Conflict of Laws principles.

(c) The captions and section numbers appearing in this Plan are inserted only as a matter of convenience. They do not define, limit or describe the scope or the intent of the provisions of the Plan. In this Plan, words in the singular number include the plural and in the plural include the singular; and words of the masculine gender include the feminine and the neuter, and when the sense so indicated, words of the neuter gender may refer to any gender. The invalidity or unenforceability of any provision hereof shall in no affect the validity or enforceability of any other provision.

(d) Every direction, revocation or notice authorized or required by the Plan shall be deemed delivered to the Company (a) on the date that it is personally delivered to its principal executive offices to the attention of the Corporate Compensation Team of PSEG Services Corporation or (b) three business days after it is sent by registered or certified mail, postage prepaid, addressed to the Company (Attn: Corporate Compensation Team of PSEG Services Corporation) at such offices; and shall be delivered to a Participant (a) on the date it is personally delivered to him or her, or (b) three business days after it is sent by registered or certified mail, postage prepaid, addressed to him or her at the last address shown for him or her on the records of the Company.

(e) Except as otherwise provided herein, this Plan shall insure to the benefit of and be binding upon the Company, its successors and assigns, including but not limited to any corporation which may acquire all or substantially all of the Company's assets and business or with or into which the Company may be consolidated or merged.

(f) Failure by the Company or the Committee to insist upon strict compliance with any terms, covenants or conditions hereof shall not be deemed a waiver of any such term, covenant, or condition, nor shall any waiver or relinquishment of any right or power hereunder at any one or more times be deemed a waiver or relinquishment of any such right or power at any time or times.

(g) The Company shall have the right to deduct from any Award payment any sum required to be withheld by federal, state, or local tax law. There is no obligation hereunder that any Participant or other person be advised in advance of the existence of the tax or the amount so required to be withheld.

(h) This Plan was originally adopted effective as of January 1, 2009. This Plan was amended and restated April 20, 2022, effective as of January 1, 2022 and December 19, 2023, effective as of January 1, 2024. This Plan is now being amended and restated December 16, 2025 and effective as of January 1, 2026.

/s/ Sheila J. Rostiac	December 21, 2025
Sheila J. Rostiac	Date

Exhibit 10a(22)

PUBLIC SERVICE ENTERPRISE GROUP INCORPORATED
2021 LONG-TERM INCENTIVE PLAN

PERFORMANCE SHARE UNITS AWARD AGREEMENT

#ParticipantName#
#EmployeeID#
#GrantDate#
#ClientGrantID#
#QuantityGranted#
#AcceptanceDate#

THIS PERFORMANCE SHARE UNITS AWARD AGREEMENT (this **"Agreement"**) by and between **Public Service Enterprise Group Incorporated**, a New Jersey corporation with an address at 80 Park Plaza, Newark, NJ, 07102 (the **"Company"**) and **You**, relates to an equity compensation award (the "**Award**") pursuant and subject to the Company's 2021 Long-Term Incentive Plan (the **"Plan"**), as may from time to time be amended, and upon the following terms and conditions.

1. Target Award. This Award is a grant of Performance Share Units ("**PSUs**") equal to the target number of shares of PSEG Common Stock ("Shares") pursuant to the terms, conditions and restrictions of the Plan, and hereinafter set forth. The number of PSUs awarded to You, the grant date (the "**Grant Date**"), the vesting schedule ("**Vesting Schedule**") and performance period (the "**Performance Period**") are shown on the Award Summary page of the Fidelity NetBenefits website. The distribution date shall be the date, as described below, on which Shares attributable to Your Vested Award are distributed to You (the "**Distribution Date**"). The PSU award is comprised of two performance factors ("**Performance Goals**") weighted: (i) 50% - the Company's Total Shareholder Return ("**TSR**") and (ii) 50% - Earnings Per Share Growth ("EPS Growth"). The TSR and EPS Growth components are defined below in Section 3.

This Award shall not be considered granted unless and until You accept the terms of this Agreement. By so accepting the terms of this Agreement, You are memorializing that You have accepted the Award as of the Grant Date. If the Company has no record of Your acceptance of the terms of this Agreement, or any other document required by the Company in connection with this Award, the Award shall be ineffective and You shall have no rights in the Award.

2. Vesting. "**Vesting**" ("**Vest**" or "**Vested**") means that Your Award is no longer subject to substantial risk of forfeiture. You shall become Vested in Your Award upon satisfaction of criteria described in (a) through (f) below. Distribution of a Vested Award shall be made in accordance with Section 6.

(a) **Vesting Schedule**. The Award shall Vest in accordance with the Vesting Schedule as shown in the Award Summary.

(b) **Retirement**. Notwithstanding the Vesting Schedule, if while employed, You satisfy the criteria for Retirement under the component of the Company's Pension Plan in which You participate (**"Retirement Eligible"**), You will Vest in Your Award (and associated dividend equivalents) 1/36th for each month of service completed during the Performance Period. If you are not participating in a Pension Plan, you will be treated as Retirement Eligible, if while employed, you attain age 55 and complete 5 years of service, or attain age 65.

(c) **Retirement Notice Program**. Notwithstanding the Vesting Schedule, if while employed, You are Retirement Eligible and give at least six months' notice of Your intent to retire, You will become fully Vested in Your Award on the last day of employment, provided that you satisfy the requirements of the Retirement Notice Program.

(d) **Disability.** Notwithstanding the Vesting Schedule, if You cease to remain as an employee of the Company or one of its Subsidiaries by reason of Disability prior to the date that Your Award becomes fully Vested, You will Vest in Your Award (and associated dividend equivalents) 1/36th for each month of service completed during the Performance Period.

(e) **Death.** Notwithstanding the Vesting Schedule, if You cease to remain as an employee of the Company or one of its Subsidiaries by reason of death prior to the date that Your Award becomes fully Vested, You will Vest in Your Award (and associated dividend equivalents) 1/36th for each month of service completed during the Performance Period.

(f) **Reduction in Force.** Notwithstanding the Vesting Schedule, if You are terminated as a result of a reduction-in-force, You will Vest in Your Award (and associated dividend equivalents) 1/36th for each month of service completed during the Performance Period.

Termination of Employment. If You cease to remain as an employee of the Company or one of its Subsidiaries prior to the date that Your Award becomes fully Vested in accordance with subsections (a) through (f) above, all unvested PSUs and associated dividend equivalents shall, upon such termination, be forfeited.

3. Performance Goals and Performance Period. Shares of common stock are earned with respect to the Award as follows:

(a) **TSR (50%) -** The Company will provide You with the Shares that are earned under the Award based on the TSR within 90 days of the end of the Performance Period, free and clear of all restrictions (other than restrictions arising by operation of law and the Company's Insider Trading Practice). The number of Shares earned will be based on the Company's TSR percentile payout versus its peer group. Exhibit A defines the specific percentage of the minimum Shares, the target Shares and the maximum Shares earned. Companies that are no longer publicly-traded on a U.S. stock exchange as of the end of the Performance Period will be excluded from the performance assessment for the entire Performance Period.

(b) **EPS Growth (50%)** - The Company will provide You with the Shares that are earned under the Award based on EPS Growth within 90 days of the end of the Performance Period, free and clear of all restrictions (other than restrictions arising by operation of law and the Company's Insider Trading Practice). The number of Shares earned will be based on the Company's year 3 Operating EPS from the 2026 – 2028 Business Plan.

The Organization and Compensation Committee of the Company's Board of Directors' (the "**Committee**") authority and discretion under the Plan includes, but is not limited to, the establishment of the metrics of the goals, determination of the value and number of PSUs upon which payout will be based, and adjustment of Performance Goals or Performance Period with respect to any PSUs whenever the Committee may determine that such action is appropriate because of compelling business reasons or changes in circumstances occurring after the commencement of the Performance Period.

4. Dividend Equivalents. Prior to the completion of the Performance Period, the PSUs shall be credited with dividend equivalents in an amount equal to the dividends paid on the Company's Common Stock. Such dividend equivalents shall be credited to a bookkeeping account established by the Company under the Plan in Your name in each calendar quarter during the Performance Period that the Company pays a dividend on its outstanding Shares of Common Stock. Amounts credited to this account shall be credited with a quarterly rate equal to the dividend payment rate with dividends invested as of the last business day of each quarter and share price equal to the average of the high and low actual sale prices of the Company's Common Stock on the New York Stock Exchange on the date the transaction is credited. Amounts accumulated in this account shall be proportionately distributed to You in Shares at the same time that the Shares related to the PSU are distributed to You. Such dividend equivalents shall Vest in accordance with the Vesting of the underlying Award.

5. Your Rights. Except as otherwise provided herein and the Plan, You, as a recipient of an award of PSUs, shall have none of the rights of a stockholder, including, but not limited to, the right to receive cash dividends and the right to vote until Shares are actually distributed to You.

6. Completion of Performance Period and Distribution. Upon the completion of the Performance Period with respect to the Shares attributable to the Award and the determination and certification of the achievement of the Performance Goals by the Committee, the Company shall deliver to You such Shares as shall have been earned hereunder on the Distribution Date. Distribution of such Shares shall be made no later than 90 days after the completion of the Performance Period.

7. Adjustments for Changes in Capitalization. In the event of any change in the outstanding Shares of Common Stock by reason of any reorganization, recapitalization,

stock split, stock dividend, combination or exchange of Shares, merger, consolidation, or any change in the Company's corporate structure or in the Shares of Common Stock, the number and class of PSUs covered by this Award shall be appropriately adjusted by the Committee, whose determination shall be conclusive. Any additional PSUs received as a result of the foregoing by You shall be subject to such restrictions and the potential for forfeiture as provided herein. Terms and Conditions of the Award shall not change in any other respect.

8. Effect of Change in Control. In the event of a Change in Control (that is determined to be a "change in control," as defined under Section 409A of the Internal Revenue Code of 1986, as amended ("Section 409A")) after the date hereof but before completion of the Performance Period, a pro-rata distribution shall be made to You as of the date of the Change in Control to the extent the PSUs are otherwise earned on the basis of achievement of the pro-rata portion of the Performance Goals relating to the portion of the Performance Period completed as of the date of the Change in Control, and the balance shall be cancelled.

In the event of a Change in Control (that is determined not to be a "change in control," as defined under Section 409A) after the date hereof but before completion of the Performance Period, a pro-rata distribution shall be made to You as of the date that distribution would have been made had a Change in Control not occurred to the extent the PSUs are otherwise earned on the basis of achievement of the pro-rata portion of the Performance Goals relating to the portion of the Performance Period completed as of the date of the Change in Control, and the balance shall be cancelled.

9. Delivery and Registration of Shares of Common Stock. The Company's obligation to deliver Shares of Common Stock shall, if the Committee so requests, be conditioned upon the receipt of a representation as to Your investment intention or that of any other person to whom such Shares are to be delivered, in such form as the Committee shall determine to be necessary or advisable to comply with the provisions of the Securities Act of 1933, as amended (the "**Securities Act**") or any other Federal, state or local securities legislation or regulation. The Committee may provide that any representation requirement shall become inoperative upon a registration of such Shares or other action eliminating the necessity of such representation under such Securities Act or other securities regulation. The Company shall not be required to deliver any Shares under the Plan or this Award prior to (i) the admission of such Shares to listing on any stock exchange on which the Shares of Common Stock may then be listed, and (ii) the completion of such registration or other qualification of such Shares under any state or Federal law, rule or regulation, as the Committee shall determine to be necessary or advisable.

10. Plan and Plan Interpretations as Controlling. The PSUs hereby awarded and the terms and conditions herein set forth are subject in all respects to the terms and conditions of the Plan, which are controlling. All determinations and interpretations of the Committee shall be binding and conclusive upon You, Your representatives and Your

beneficiaries with regard to any question arising hereunder or under the Plan.

11. Employee Service. Nothing in this Agreement shall limit the right of the Company or any of its Subsidiaries to terminate Your service or otherwise impose upon the Company or any of its Subsidiaries any obligation to continue to employ You or accept Your services. The Company may terminate Your service at any time, with or without Cause.

12. Applicable Taxes. Upon completion of the Performance Period, the Company will retain or sell, without notice, a sufficient number of Shares to cover the amount needed to fulfill its withholding requirements for Social Security tax and Medicare tax (collectively, "FICA Tax"), and Federal and state taxes. You shall not be permitted to increase Your Federal income tax withholding above the statutory rate. Notwithstanding the foregoing, if You elected to defer all or a portion of Your Award under the Company's Equity Deferral Plan, the Company will not retain or sell Shares to cover the applicable taxes upon completion of the Performance Period. Upon completion of the Performance Period, Your FICA Tax liability shall be withheld from Your other wages. Alternatively, the Company may require You to pay, via personal check, the amount of the FICA Tax liability. Applicable income taxes will be withheld from Shares at time of distribution based on Your deferral election.

13. Unsecured Creditor Status and Assignment Prohibition. This Award is provided under an entirely unfunded arrangement and no provision shall at any time be made with respect to segregating any assets of the Company or any of its Subsidiaries for payment of any Award hereunder. No employee, beneficiary, surviving spouse or any other person shall have any interest in any particular assets of the Company or any of its Subsidiaries by reason of the right to receive an Award and any such employee, beneficiary, surviving spouse or other person shall have only the rights of a general unsecured creditor with respect to any Award.

Prior to an actual payment with respect to an Award, no interest of any person or entity in, or right to receive the Award shall be subject in any manner to sale, transfer, assignment, pledge, attachment, garnishment or other alienation or encumbrance of any kind; nor any such interest or right to receive a benefit be taken, either voluntarily or involuntarily, for the satisfaction of the debts of, or other obligations or claims against, such person or entity, including claims for alimony, support, separate maintenance and claims in bankruptcy proceedings.

14. Proprietary and Confidential Information.

(a) You have been advised, and You acknowledge, that it is the Company's policy to maintain as secret and confidential all Protected Information (as defined below), and that Protected Information has been and will be developed at substantial cost and effort to the Company. "**Protected Information**" means trade secrets, confidential and proprietary business information of the Company or any of its Subsidiaries, any information of the Company and/or any of its Subsidiaries other than information which has entered the public domain (unless such information entered the public domain through Your efforts or on Your account) and all valuable and unique information and techniques acquired, developed or used by the Company and/or its Subsidiaries relating to their business, operations, employees, customers and/or potential customers, which give the Company and/or its Subsidiaries a competitive advantage over those who do not know the information and techniques and which are protected by the Company and/or its Subsidiaries from unauthorized disclosure, including but not limited to, customer lists (including potential customers), sources of supply, processes, plans, materials, pricing information, internal memoranda, marketing plans, internal policies and products and services which may be developed from time to time by the Company and/or its Subsidiaries and/or their agents or employees.

(b) You acknowledge that You will acquire Protected Information with respect to the Company and/or its Subsidiaries and their successors in interest, which information is a valuable, special and unique asset of such entities' business and operations and that disclosure of such Protected Information would cause irreparable damage to the Company and/or its Subsidiaries.

(c) You shall not, directly or indirectly, divulge, furnish or make accessible to any person, firm, corporation, association or other entity (otherwise than as may be required in the regular course of Your employment) nor use in any manner, either during or after termination of Your employment by the Company or any of its Subsidiaries, any Protected Information, or cause any such Protected Information to enter the public domain.

(d) You will return all Protected Information in Your possession to the Company upon the termination of Your employment.

(e) Nothing in this Agreement shall prevent You from disclosing without notice to the Company a perceived violation of law to any Federal, state or local government agency or entity including but not limited to, the Securities and Exchange Commission ("SEC"), or making other disclosures that are protected under the whistleblower provisions of the law.

(f) Notice pursuant to 18 USC § 1833(b). An individual may not be held criminally or civilly liable under any federal or state trade secret law for disclosure of a trade secret: (i) made in confidence to a government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law; and/or (ii) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Additionally, an individual suing an employer for retaliation based on the reporting of a suspected violation of law may disclose a trade secret to their attorney and use the trade secret information in the court proceeding, so long as any document containing the trade secret is filed under seal and the individual does not disclose the trade secret except pursuant to court order.

15. Disclosure of Employee Created Trade Secrets, Confidential and Proprietary Business Information; Works For Hire. You agree to promptly disclose to the Company, as

appropriate, all Protected Information developed in whole or in part by You during Your employment with the Company or any of its Subsidiaries. Such Protected Information is, and shall remain, the exclusive property of the Company or such Subsidiary. All writings created during the Your employment with the Company or any of its Subsidiaries (excluding writings unrelated to the Company's or the Subsidiary's business) are considered to be "works for hire" for the benefit of the Company or such Subsidiary and the Company or such Subsidiary, as appropriate, shall own all rights in such writings.

16. Non-Compete, Non-Solicitation and No Conflict. You agree that You will not during Your employment and for twelve months following termination of employment (a) compete in any manner, directly or indirectly, whether for compensation or otherwise, with the Company, or to assist any other person or entity, business or otherwise, to compete with the Company; or (b) to hire, solicit, encourage or induce, or in any manner attempt to hire, solicit, encourage or induce, to leave the employ of the Company any person who is then an employee of the Company or any of its subsidiaries (this restriction will not apply if (i) You receive the Company's prior written consent or (ii) the employee is responding on their own initiative to general solicitations of employment not specifically directed to such employee). Further, during Your employment, You agree not to engage in other conduct, employment or business enterprise that is in conflict with, may present an actual conflict with, or may appear to present a conflict ("Actual, Potential or Apparent Conflict") with, the Company without the prior written permission of the CEO of the Company. You further agree that, for twelve months following termination of employment, You shall not engage in any activity that constitutes an Actual, Potential or Apparent Conflict with the Company to the extent you had access to Protected Information during the final two years of your employment at the Company relevant or related to the Actual, Potential or Apparent Conflict. You agree that these restrictions are reasonable and necessarily narrowly drawn, given the Company's lines of business and limited geographic reach.

17. Cooperation. You agree that, if called upon at any time by the Company, its Subsidiaries, its counsel or other representatives, You will fully cooperate and provide truthful and relevant information (including, if necessary, sworn testimony) with respect to any Company investigations, any threatened or pending claims, actions, or litigation in which the Company or any of its Subsidiaries is a party or otherwise involved, or any other matters for which the Company or any of its Subsidiaries seeks cooperation from You. Such cooperation includes, but is not necessarily limited to, being available to communicate and/or meet with, provide any documentation or other data requested by, or provide any other assistance to, the Company, any of its Subsidiaries its counsel or other representatives with respect to Company matters. You understand and agree that the cooperation referenced in this Section 17 is to be provided within a reasonable time after any request for same by the Company, any of its Subsidiaries, its counsel or other representatives. This requirement to cooperate survives the termination of Your employment.

18. Standards of Conduct. You agree that You will not during Your employment violate the Company's Standards of Conduct. Section 19 shall apply if Your act or omission

constitutes a material violation of the Company's Standard of Conduct that (a) results in Your termination from employment, and (b) if it had been known and fully investigated and reviewed by the Company prior to termination from employment would have resulted in Your termination from employment.

19. Forfeiture and Return of Awards.

(a) You agree that if You violate Sections 14 through 18 of the Agreement, (i) any unpaid Awards that You may hold or be otherwise entitled to shall be forfeited, or (ii) You shall return to the Company the monetary value at distribution of any Shares of stock resulting from Awards under the Plan You received within one year prior to or following Your termination of employment. This remedy shall not be exclusive of any other remedies to which the Company may be entitled with respect to a violation of these provisions, including, without limitation, injunctive relief as provided in Section 20 and those under the Company's Clawback Practice and the Company's Clawback Practice For Recovery of Erroneously Awarded Compensation to Executive Officers (collectively, "Clawback Practices").

(b) You agree that Your Award is subject to the terms of the Clawback Practices.

20. Injunctive Relief. By Your acceptance of this Award, You acknowledge and agree that the restrictions imposed upon You by Sections 14 through 18 of the Agreement and the purpose of such restrictions are reasonable and are designed to protect the continued success of the Company and its Subsidiaries without unduly restricting You. Furthermore, You acknowledge that, in view of the necessity of the restrictions contained in Sections 14 through 18, any violation of any such provision would cause irreparable injury to the Company, its Subsidiaries and their successors in interest with respect to the resulting disruption in their operations. By reason of the foregoing, You consent and agree that if You violate any of the provisions of Sections 14 through 18 of the Agreement, the Company and its successors in interest, as the case may be, shall be entitled, in addition to any other remedies that they may have, including money damages and the remedies otherwise provided herein, to an injunction to be issued by a court of competent jurisdiction, restraining You from committing or continuing any violation of Sections 14 through 18 of this Agreement.

21. Stock Ownership Policy. If at the time of any distribution, You are then subject to the Company's Officer Stock Ownership and Retention Policy (the "**Stock Ownership Policy**"), You agree that You will retain an appropriate number of such

Shares in accordance with the requirements of the Stock Ownership Policy.

22. 409A Compliance. This Award is intended to comply with Section 409A and shall be interpreted and administered in a manner consistent with Section 409A.

23. Severability of Provisions. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the

terms and provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

24. <u>Acceptance</u>. As a further condition of the grant of this Award, You are required to signify Your acceptance of the terms and conditions of this Agreement by indicating Your acceptance and consent electronically as provided.

25. <u>Attorney Consultation</u>. Before signing this Agreement, you had the opportunity to consult with an attorney of your choice (at your own expense), and the Company advised you to do so.

IF YOU DO NOT SO CONSENT ELECTRONICALLY, THE COMPANY MAY REVOKE THE AWARD AND AVOID ALL OBLIGATIONS UNDER THIS AGREEMENT.

PUBLIC SERVICE ENTERPRISE GROUP INCORPORATED

Exhibit 10a(23)

PUBLIC SERVICE ENTERPRISE GROUP INCORPORATED
2021 LONG-TERM INCENTIVE PLAN

RESTRICTED STOCK UNIT AWARD AGREEMENT

#ParticipantName#
#EmployeeID#
#GrantDate#
#ClientGrantID#
#QuantityGranted#
#AcceptanceDate#

THIS RESTRICTED STOCK UNIT AWARD AGREEMENT (this **"Agreement"**) by and between **Public Service Enterprise Group Incorporated**, a New Jersey corporation with an address at 80 Park Plaza, Newark, NJ, 07102 (the **"Company"**) and **You**, relates to an equity compensation award (the "**Award**") pursuant and subject to the Company's 2021 Long Term Incentive Plan (the **"Plan"**), as may from time to time be amended, and upon the following terms and conditions:

1. Unit Award. This Award is a grant of restricted stock units ("**RSUs**") related to shares of PSEG Common Stock (the "**Shares**") pursuant to the terms, conditions and restrictions of the Plan and hereinafter set forth. The number of RSUs awarded to You, the grant date (the "**Grant Date**") and the vesting schedule (the "**Vesting Schedule**") are shown on the Award Summary page of the Fidelity NetBenefits website. The distribution date shall be the date, as described below, on which Shares attributable to Your Vested Award are distributed to You (the "**Distribution Date**").

This Award shall not be considered granted unless and until You accept the terms of this Agreement. By so accepting the terms of this Agreement, You are memorializing that You have accepted the Award as of the Grant Date. If the Company has no record of Your acceptance of the terms of this Agreement, or any other document required by the Company in connection with this Award, the Award shall be ineffective and You shall have no rights in the Award.

2. Vesting. "**Vesting**" ("**Vest**" or "**Vested**") means that Your Award or a portion of Your Award is no longer subject to substantial risk of forfeiture. You shall become Vested in each one-third of Your Award ("Tranche") upon satisfaction of criteria described in (a) through (f) below. Distribution of each Tranche of Your Vested Award shall be made in accordance with Section 5.

(a) **Vesting Schedule**. The Award shall Vest in accordance with the Vesting Schedule as shown in the Award Summary. The first Tranche of Your Award shall Vest on the one-year anniversary of the Grant Date; the second Tranche of Your Award shall Vest on the second year anniversary of the Grant Date; and third Tranche of Your Award shall Vest on the third year anniversary of the Grant Date.

(b) **Retirement**. Notwithstanding the Vesting Schedule, if while employed, You satisfy the criteria to be "Retirement Eligible," You will Vest in each Tranche of Your Award (and associated dividend equivalents) 1/12th for each month of service completed during the one-year period beginning on the Grant Date. Notwithstanding the foregoing, if You are employed on December 31 of the first year of the Award, You will become fully Vested in Your entire Award (and associated dividend equivalents) as of such date. "Retirement Eligible" means: (i) if you participate in the Company's Pension Plan, Retirement as defined under the component of the Pension Plan in which You participate, (ii) or if you are not participating in the Pension Plan, if while employed you attain age 55 and complete 5 years of service, or attain age 65.

(c) **Retirement Notice Program**. Notwithstanding the Vesting Schedule, if while employed, You are Retirement Eligible and give at least six months' notice of Your intent to retire, You will become fully Vested in Your entire Award on the last day of employment, provided that you satisfy the requirements of the Retirement Notice Program.

(d) **Disability.** Notwithstanding the Vesting Schedule, if You cease to remain as an employee of the Company or one of its Subsidiaries by reason of Disability prior to the date that Your Award becomes fully Vested, You will fully Vest in each Tranche of Your Award (and associated dividend equivalents).

(e) **Death.** Notwithstanding the Vesting Schedule, if You cease to remain as an employee of the Company or one of its Subsidiaries by reason of death prior to the date that Your Award becomes fully Vested, then all unvested remaining RSUs and dividend equivalents at the time of Your death shall Vest 100%.

(f) **Reduction in Force.** Notwithstanding the Vesting Schedule, if You are terminated as a result of a reduction-in-force, You will Vest in each Tranche of Your Award (and associated dividend equivalents) 1/12th for each month of service completed during the one-year period beginning on the Grant Date.

Termination of Employment. If You cease to remain as an employee of the Company or one of its Subsidiaries prior to the date that a Tranche(s) of Your Award becomes fully Vested in accordance with subsections (a) through (f) above, all unvested RSUs and associated dividend equivalents in each Tranche shall, upon such termination, be forfeited.

3. <u>Restrictions on Transfer and Restricted Period</u>. The Organization and Compensation Committee of the Company's Board of Directors (the "**<u>Committee</u>**") shall have the authority, in its discretion, to accelerate the time at which any or all of the restrictions shall lapse with respect to any RSUs, or to remove any or all of such

restrictions. If the date on which the restrictions lapse is accelerated, in no event shall the Distribution Date be accelerated, except as otherwise provided herein.

4. Dividend Equivalents. Prior to the Distribution Date of each Tranche, the RSUs shall be credited with dividend equivalents in an amount equal to the dividends paid on the Company's Common Stock. Such dividend equivalents shall be credited to a bookkeeping account established by the Company under the Plan in Your name in each calendar quarter prior to the Distribution Date of each Tranche that the Company pays a dividend on its outstanding Shares of Common Stock. Amounts credited to this account shall be credited with a quarterly rate equal to the dividend payment rate with dividends invested as of the last business day of each quarter and share price equal to the average of the high and low actual sale prices of the Company's Common Stock on the New York Stock Exchange on the date the transaction is credited. Amounts accumulated in this account shall be proportionately distributed to You in Shares at the same time that the Shares related to each Tranche of the RSUs are distributed to You. Such dividend equivalents shall Vest in accordance with the Vesting of the underlying Award.

5. Distribution of Award. Upon the Distribution Date for each Tranche, a number of Shares attributable to Your Vested Award for such Tranche shall be distributed to You, free and clear of any restrictions (other than restrictions arising by operation of law and the Company's Insider Trading Practice). However, with respect to a Vested Award under Section 2(e) of this Agreement, distribution of the Shares shall be made within 60 days following Your date of death.

6. Your Rights. Except as otherwise provided herein and the Plan, You, as a recipient of an award of RSUs, shall have none of the rights of a stockholder, including, but not limited to, the right to receive cash dividends and the right to vote, until Shares are actually distributed to You.

7. Adjustments for Changes in Capitalization. In the event of any change in the outstanding Shares of Common Stock by reason of any reorganization, recapitalization, stock split, stock dividend, combination or exchange of Shares, merger, consolidation, or any change in the Company's corporate structure or in the Shares of Common Stock, the number and class of RSUs covered by this Award shall be appropriately adjusted by the Committee, whose determination shall be conclusive. Any additional RSUs received as a result of the foregoing by You shall be subject to such restrictions and the potential for forfeiture as provided herein. Terms and Conditions of the Award shall not change in any other respect.

8. Effect of Change in Control. In the event of a Change in Control, to the extent not previously Vested, each Tranche of Your Award shall Vest in full in the event of any involuntary cessation of performance of services for the continuing entity within 18 months following the Change in Control (other than involuntary termination for Cause). In the event that the Change in Control is determined to be a "change in control," as defined under Section 409A of the Internal Revenue Code of 1986, as amended ("Section 409A"), the Distribution Date shall be the date that is the earlier that (i) You incur an involuntary termination within 18 month following the Change in Control, or (ii) the specified Distribution Date. In the event that the Change in Control is determined not to be a "change in control," as defined under Section 409A, the Distribution Date shall be

the date that the Shares would have been distributed had a Change in Control not occurred.

9. Delivery and Registration of Shares of Common Stock. The Company's obligation to deliver Shares of Common Stock shall, if the Committee so requests, be conditioned upon the receipt of a representation as to Your investment intention or that of any other person to whom such Shares are to be delivered, in such form as the Committee shall determine to be necessary or advisable to comply with the provisions of the Securities Act of 1933, as amended (the "**Securities Act**") or any other Federal, state or local securities legislation or regulation. The Committee may provide that any representation requirement shall become inoperative upon a registration of such Shares or other action eliminating the necessity of such representation under such Securities Act or other securities regulation. The Company shall not be required to deliver any Shares under the Plan or this Award prior to (i) the admission of such Shares to listing on any stock exchange on which the Shares of Common Stock may then be listed, and (ii) the completion of such registration or other qualification of such Shares under any state or Federal law, rule or regulation, as the Committee shall determine to be necessary or advisable.

10. Plan and Plan Interpretations as Controlling. The RSUs hereby awarded and the terms and conditions herein set forth are subject in all respects to the terms and conditions of the Plan, which are controlling. All determinations and interpretations of the Committee shall be binding and conclusive upon You, Your representatives and Your beneficiaries with regard to any question arising hereunder or under the Plan.

11. Employee Service. Nothing in this Agreement shall limit the right of the Company or any of its Subsidiaries to terminate Your service or otherwise impose upon the Company or any of its Subsidiaries any obligation to continue to employ You or accept Your services. The Company may terminate Your service at any time, with or without Cause.

12. Applicable Taxes.

(a) **Retirement Eligible**. If You are or become Retirement Eligible prior to the Distribution Date of a Tranche(s), in order to satisfy Your Social Security tax and Medicare tax (collectively, "FICA Tax") liability attributable to undistributed portion of Your Vested Award, the Company shall retain or sell, without notice, a sufficient number of Shares prior to the end of the year of the Grant Date, or if later, the end of the year You become Retirement Eligible ("FICA Tax Process"). If You separate prior to the date the FICA Tax Process occurs, Your FICA Tax liability attributable to each undistributed portion of Your Vested Award shall be withheld from Your other wages upon separation. Alternatively, the Company may require You

to pay, via personal check, the amount of the FICA Tax liability. On the Distribution Date of each Tranche, the Company shall retain or sell, without notice, a sufficient number of Shares to cover the amount needed to fulfill its withholding requirements for Federal and state income taxes, and FICA Tax liability that has not already been satisfied. You shall not be permitted to increase Your Federal income tax withholding above the statutory rate.

(b) **Reduction in Force**. If You are terminated as a result of a reduction-in-force prior to the Distribution Date of a Tranche(s), an amount equal to satisfy Your FICA Tax liability attributable to each undistributed portion of Your Vested Award shall be withheld from Your other wages upon Your separation. Alternatively, the Company may require You to pay, via personal check, the amount of the FICA Tax liability. On the Distribution Date of each Tranche, the Company shall retain or sell, without notice, a sufficient number of Shares to cover the amount needed to fulfill its withholding requirements for Federal and state income taxes. You shall not be permitted to increase Your Federal income tax withholding above the statutory rate.

(c) **Disability**. If You are terminated as a result of Disability prior to the Distribution Date of a Tranche(s), an amount equal to satisfy Your FICA tax liability attributable to each Vested Tranche of Your Award shall be withheld from Your other wages, if any, upon Your separation. Alternatively, the Company may require You to pay, via personal check, the amount of the FICA Tax liability. On the Distribution Date of each Tranche, the Company shall retain or sell, without notice, a sufficient number of Shares to cover the amount needed to fulfill its withholding requirements for Federal and state income taxes. You shall not be permitted to increase Your Federal income tax withholding above the statutory rate.

(d) **Not Retirement Eligible**. If You do not become Retirement Eligible prior to the Distribution Date for each Tranche, upon the Distribution Date of a Tranche, the Company shall retain or sell, without notice, a sufficient number of Shares to cover the amount needed to fulfill its withholding requirements for Federal income, state income and FICA Tax, as applicable. You shall not be permitted to increase Your Federal income tax withholding above the statutory rate.

(e) **Death**. If Your death occurs prior to the Distribution Date of a Tranche(s), upon the Distribution Date of the undistributed portion of Your Vested Award, the Company shall retain or sell, without notice, a sufficient number of Shares to cover the amount needed to fulfill its withholding requirements for Federal and state income taxes, and FICA Tax, and FICA Tax that has not already been satisfied.

13. <u>Unsecured Creditor Status and Assignment Prohibition</u>. This Award is provided under an entirely unfunded arrangement and no provision shall at any time be made with respect to segregating any assets of the Company or any of its Subsidiaries for payment of any Award hereunder. No employee, beneficiary, surviving spouse or any other person shall have any interest in any particular assets of the Company or any of its Subsidiaries by reason of the right to receive an Award and any such employee,

beneficiary, surviving spouse or other person shall have only the rights of a general unsecured creditor with respect to any Award.

Prior to an actual payment with respect to each Tranche of an Award, no interest of any person or entity in, or right to receive the Award shall be subject in any manner to sale, transfer, assignment, pledge, attachment, garnishment or other alienation or encumbrance of any kind; nor any such interest or right to receive a benefit be taken, either voluntarily or involuntarily, for the satisfaction of the debts of, or other obligations or claims against, such person or entity, including claims for alimony, support, separate maintenance and claims in bankruptcy proceedings.

14. Proprietary and Confidential Information.

(a) You have been advised and You acknowledge that it is the Company's policy to maintain as secret and confidential all Protected Information (as defined below), and that Protected Information has been and will be developed at substantial cost and effort to the Company. "**Protected Information**" means trade secrets, confidential and proprietary business information of the Company or any of its Subsidiaries, any information of the Company and/or any of its Subsidiaries other than information which has entered the public domain (unless such information entered the public domain through Your efforts or on Your account) and all valuable and unique information and techniques acquired, developed or used by the Company and/or its Subsidiaries relating to their business, operations, employees, customers and/or potential customers, which give the Company and/or its Subsidiaries a competitive advantage over those who do not know the information and techniques and which are protected by the Company and/or its Subsidiaries from unauthorized disclosure, including but not limited to, customer lists (including potential customers), sources of supply, processes, plans, materials, pricing information, internal memoranda, marketing plans, internal policies and products and services which may be developed from time to time by the Company and/or its Subsidiaries and/or their agents or employees.

(b) You acknowledge that You will acquire Protected Information with respect to the Company and/or its Subsidiaries and their successors in interest, which information is a valuable, special and unique asset of such entities' business and operations and that disclosure of such Protected Information would cause irreparable damage to the Company and/or its Subsidiaries.

(c) You shall not, directly or indirectly, divulge, furnish or make accessible to any person, firm, corporation, association or other entity (otherwise than as

may be required in the regular course of Your employment) nor use in any manner, either during or after termination of Your employment by the Company or any of its Subsidiaries, any Protected Information, or cause any such Protected Information to enter the public domain.

(d) You will return all Protected Information in Your possession to the Company upon the termination of Your employment.

(e) Nothing in this Agreement shall prevent You from disclosing without notice to the Company a perceived violation of law to any Federal, state or local government agency or entity including but not limited to, the Securities and Exchange Commission (“SEC”), or making other disclosures that are protected under the whistleblower provisions of the law.

(f) Notice pursuant to 18 USC § 1833(b). An individual may not be held criminally or civilly liable under any federal or state trade secret law for disclosure of a trade secret: (i) made in confidence to a government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law; and/or (ii) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Additionally, an individual suing an employer for retaliation based on the reporting of a suspected violation of law may disclose a trade secret to their attorney and use the trade secret information in the court proceeding, so long as any document containing the trade secret is filed under seal and the individual does not disclose the trade secret except pursuant to court order.

15. Disclosure of Employee Created Trade Secrets, Confidential and Proprietary Business Information; Works For Hire. You agree to promptly disclose to the Company, as appropriate, all Protected Information developed in whole or in part by You during Your employment with the Company or any of its Subsidiaries. Such Protected Information is, and shall remain, the exclusive property of the Company or such Subsidiary. All writings created during the Your employment with the Company or any of its Subsidiaries (excluding writings unrelated to the Company’s or the Subsidiary’s business) are considered to be “works for hire” for the benefit of the Company or such Subsidiary and the Company or such Subsidiary, as appropriate, shall own all rights in such writings.

16. Non-Compete, Non-Solicitation and No Conflict. You agree that You will not during Your employment and for twelve months following termination of employment: (a) compete in any manner, directly or indirectly, whether for compensation or otherwise, with the Company, or to assist any other person or entity, business or otherwise, to compete with the Company; or (b) to hire, solicit, encourage, or induce, or in any manner attempt to hire, solicit, encourage or induce, to leave the employ of the Company any person who is then an employee of the Company or any of its subsidiaries (this restriction will not apply if: (i) You receive the Company’s prior written consent; or (ii) the employee

is responding on their own initiative to general solicitations of employment not specifically directed to such employee). Further, during Your employment, You agree not to engage in other conduct, employment or business enterprise that is in conflict with, may present an actual conflict with, or may appear to present a conflict (“Actual, Potential or Apparent Conflict”) with, the Company without the prior written permission of the CEO of the Company. You further agree that, for twelve months following termination of employment, You shall not engage in any activity that constitutes an Actual, Potential or Apparent Conflict with the Company to the extent you had access to Protected Information during the final two years of your employment at the Company relevant or related to the Actual, Potential or Apparent Conflict. You agree that these restrictions are reasonable and necessarily narrowly drawn, given the Company's lines of business and limited geographic reach.

17. Cooperation. You agree that, if called upon at any time by the Company, its Subsidiaries, its counsel or other representatives, You will fully cooperate and provide truthful and relevant information (including, if necessary, sworn testimony) with respect to any Company investigations, any threatened or pending claims, actions, or litigation in which the Company or any of its Subsidiaries is a party or otherwise involved, or any other matters for which the Company or any of its Subsidiaries seeks cooperation from You. Such cooperation includes, but is not necessarily limited to, being available to communicate and/or meet with, provide any documentation or other data requested by, or provide any other assistance to, the Company, any of its Subsidiaries its counsel or other representatives with respect to Company matters. You understand and agree that the cooperation referenced in this Section 17 is to be provided within a reasonable time after any request for same by the Company, any of its Subsidiaries, its counsel or other representatives. This requirement to cooperate survives the termination of Your employment.

18. Standards of Conduct. You agree that You will not during Your employment violate the Company's Standards of Conduct. Section 19 shall apply if Your act or omission constitutes a material violation of the Company's Standard of Conduct that (a) results in Your termination from employment; and (b) if it had been known and fully investigated and reviewed by the Company prior to termination from employment, would have resulted in Your termination from employment.

19. Forfeiture and Return of Awards.

(a) You agree that if You violate Sections 14 through 18 of the Agreement, (i) any unpaid Tranches of Awards that You may hold or be otherwise entitled to shall be forfeited, and (ii) You shall return to the Company the monetary value at distribution of any Shares of stock resulting from Awards under the Plan You received within one year prior to or following Your termination of employment. This remedy shall not be exclusive of any other remedies to which the Company may be entitled with respect to a violation of these provisions, including, without limitation, injunctive relief as provided in Section 20 and those under the Company's Clawback Practice and the Company's Clawback Practice For Recovery of Erroneously Awarded Compensation to Executive Officers (collectively, "Clawback Practices").

(b) You agree that Your Award is subject to the terms of the Company's Clawback Practices.

20. Injunctive Relief. By Your acceptance of this Award, You acknowledge and agree that the restrictions imposed upon You by Sections 14 through 18 of the Agreement and the purpose of such restrictions are reasonable and are designed to protect the continued success of the Company and its Subsidiaries without unduly restricting You. Furthermore, You acknowledge that, in view of the necessity of the restrictions contained in Sections 14 through 18, any violation of any such provision would cause irreparable injury to the Company, its Subsidiaries and their successors in interest with respect to the resulting disruption in their operations. By reason of the foregoing, You consent and agree that if You violate any of the provisions of Sections 14 through 18 of the Agreement, the Company and its successors in interest, as the case may be, shall be entitled, in addition to any other remedies that they may have, including money damages and the remedies otherwise provided herein, to an injunction to be issued by a court of competent jurisdiction, restraining You from committing or continuing any violation of Sections 14 through 18 of this Agreement.

21. Stock Ownership Policy. If at the time of any distribution, You are then subject to the Company's Officer Stock Ownership and Retention Policy (the "**Stock Ownership Policy**"), You agree that You will retain an appropriate number of such Shares in accordance with the requirements of the Stock Ownership Policy.

22. 409A Compliance. This Award is intended to comply with Section 409A and shall be interpreted and administered in a manner consistent with Section 409A.

23. Severability of Provisions. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms and provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

24. Acceptance. As a further condition of the grant of this Award, You are required to signify Your acceptance of the terms and conditions of this Agreement by indicating Your acceptance and consent electronically as provided.

25. Attorney Consultation. Before signing this Agreement, You have the opportunity to consult with an attorney of Your choice (at your own expense).

IF YOU DO NOT SO CONSENT ELECTRONICALLY, THE COMPANY MAY REVOKE THE AWARD AND AVOID ALL OBLIGATIONS UNDER THIS AGREEMENT.

PUBLIC SERVICE ENTERPRISE GROUP INCORPORATED

EXHIBIT 21

PUBLIC SERVICES ENTERPRISE GROUP INCORPORATEDSIGNIFICANT SUBSIDIARIES

Name	Ownership %	State of Incorporation
Public Service Electric and Gas Company	100	New Jersey
PSEG Power LLC	100	Delaware
PSEG Nuclear LLC	100	Delaware
PSEG Energy Resources & Trade LLC	100	Delaware

The remaining subsidiaries of Public Service Enterprise Group Incorporated are not significant as defined in Regulation S-X.

Exhibit 23

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in Registration Statement No. 333-275509 on Form S-3 and Registration Statement Nos. 333-255490, 333-202594, 333-202591, 333-120100, 333-106330, 333-193126, 333-66426, 333-39738 and 333-193127 on Form S-8 of our reports dated February 26, 2026, relating to the financial statements of Public Service Enterprise Group Incorporated and subsidiaries (the "Company") and the effectiveness of the Company's internal control over financial reporting appearing in this Annual Report on Form 10-K of Public Service Enterprise Group Incorporated for the year ended December 31, 2025.

/s/ Deloitte & Touche LLP
Morristown, New Jersey
February 26, 2026

Exhibit 23a

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in Registration Statement No. 333-275512 on Form S-3 of our report dated February 26, 2026, relating to the financial statements of Public Service Electric and Gas Company and subsidiaries appearing in this Annual Report on Form 10-K of Public Service Electric and Gas Company for the year ended December 31, 2025.

/s/ Deloitte & Touche LLP
Morristown, New Jersey
February 26, 2026

EXHIBIT 31

Certification Pursuant to Rules 13a-14 and 15d-14
of the 1934 Securities Exchange Act

I, Ralph A. LaRossa, certify that:

1. I have reviewed this Annual Report on Form 10-K of Public Service Enterprise Group Incorporated;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
   - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
   - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
   - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
   - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
   - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
   - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date:	February 26, 2026	/s/ Ralph A. LaRossa **Ralph A. LaRossa** Public Service Enterprise Group Incorporated Chief Executive Officer

EXHIBIT 31a

Certification Pursuant to Rules 13a-14 and 15d-14
of the 1934 Securities Exchange Act

I, Daniel J. Cregg, certify that:

1. I have reviewed this Annual Report on Form 10-K of Public Service Enterprise Group Incorporated;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
   - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
   - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
   - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
   - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
   - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
   - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date:	February 26, 2026	/s/ Daniel J. Cregg **Daniel J. Cregg** Public Service Enterprise Group Incorporated Chief Financial Officer

EXHIBIT 31b

Certification Pursuant to Rules 13a-14 and 15d-14
of the 1934 Securities Exchange Act

I, Ralph A. LaRossa, certify that:

1. I have reviewed this Annual Report on Form 10-K of Public Service Electric and Gas Company;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
   - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
   - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
   - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
   - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
   - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
   - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 26, 2026

/s/ Ralph A. LaRossa
Ralph A. LaRossa
Public Service Electric and Gas Company
Chief Executive Officer

EXHIBIT 31c

Certification Pursuant to Rules 13a-14 and 15d-14 of the 1934 Securities Exchange Act

I, Daniel J. Cregg, certify that:

1. I have reviewed this Annual Report on Form 10-K of Public Service Electric and Gas Company;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 26, 2026

/s/ Daniel J. Cregg
Daniel J. Cregg
Public Service Electric and Gas Company
Chief Financial Officer

EXHIBIT 32

Certification Pursuant to Section 1350 of Chapter 63 of Title 18 of the United States Code

I, Ralph A. LaRossa, Chief Executive Officer of Public Service Enterprise Group Incorporated, to the best of my knowledge, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that (i) the Annual Report of Public Service Enterprise Group Incorporated on Form 10-K for the year ended December 31, 2025 (the "Report") fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended, and (ii) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of Public Service Enterprise Group Incorporated.

/s/ Ralph A. LaRossa
Ralph A. LaRossa
Public Service Enterprise Group Incorporated
Chief Executive Officer
February 26, 2026

EXHIBIT 32a

Certification Pursuant to Section 1350 of Chapter 63 of Title 18 of the United States Code

I, Daniel J. Cregg, Chief Financial Officer of Public Service Enterprise Group Incorporated, to the best of my knowledge, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that (i) the Annual Report of Public Service Enterprise Group Incorporated on Form 10-K for the year ended December 31, 2025 (the "Report") fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended, and (ii) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of Public Service Enterprise Group Incorporated.

/s/ Daniel J. Cregg

Daniel J. Cregg
Public Service Enterprise Group Incorporated
Chief Financial Officer
February 26, 2026

EXHIBIT 32b

Certification Pursuant to Section 1350 of Chapter 63 of Title 18
of the United States Code

I, Ralph A. LaRossa, Chief Executive Officer of Public Service Electric and Gas Company, to the best of my knowledge, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that (i) the Annual Report of Public Service Electric and Gas Company on Form 10-K for the year ended December 31, 2025 (the "Report") fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended, and (ii) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of Public Service Electric and Gas Company.

/s/ Ralph A. LaRossa

Ralph A. LaRossa
Public Service Electric and Gas Company
Chief Executive Officer
February 26, 2026

EXHIBIT 32c

Certification Pursuant to Section 1350 of Chapter 63 of Title 18
of the United States Code

I, Daniel J. Cregg, Chief Financial Officer of Public Service Electric and Gas Company, to the best of my knowledge, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that (i) the Annual Report of Public Service Electric and Gas Company on Form 10-K for the year ended December 31, 2025 (the "Report") fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended, and (ii) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of Public Service Electric and Gas Company.

/s/ Daniel J. Cregg
Daniel J. Cregg
Public Service Electric and Gas Company
Chief Financial Officer
February 26, 2026