

Columbia Gas Transmission, LLC
FERC NGA Gas Tariff
Baseline Tariffs

Proposed Effective Date: October 1, 2021

Service Agreement No. 139080 – Virginia Power Services Energy Corp., Inc.

Service Agreement No. 139080
Revision No. 4

FTS SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this 28th day of September, 2021, by and between COLUMBIA GAS TRANSMISSION, LLC (“Transporter”) and VIRGINIA POWER SERVICES ENERGY CORP., INC. (“Shipper”).

WITNESSETH: That in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Section 1. Service to be Rendered. Transporter shall perform and Shipper shall receive service in accordance with the provisions of the effective FTS Rate Schedule and applicable General Terms and Conditions of Transporter's FERC Gas Tariff, Fourth Revised Volume No. 1 (“Tariff”), on file with the Federal Energy Regulatory Commission (“Commission”), as the same may be amended or superseded in accordance with the rules and regulations of the Commission. The maximum obligation of Transporter to deliver gas hereunder to or for Shipper, the designation of the points of delivery at which Transporter shall deliver or cause gas to be delivered to or for Shipper, and the points of receipt at which Shipper shall deliver or cause gas to be delivered, are specified in Appendix A, as the same may be amended from time to time by agreement between Shipper and Transporter, or in accordance with the rules and regulations of the Commission.

Section 2. Term. Service under this Agreement commenced as of April 15, 2014, and shall continue in full force and effect until April 14, 2034. Pre-granted abandonment shall apply upon termination of this Agreement, subject to any right of first refusal Shipper may have under the Commission's regulations and Transporter's Tariff.

Section 3. Rates. Shipper shall pay Transporter the charges and furnish Retainage as described in the above-referenced Rate Schedule, unless otherwise agreed to by the parties in writing and specified as an amendment to this Service Agreement. Transporter may agree to discount its rate to Shipper below Transporter's maximum rate, but not less than Transporter's minimum rate. Such discounted rate may apply to: (a) specified quantities (contract demand or commodity quantities); (b) specified quantities above or below a certain level or all quantities if quantities exceed a certain level; (c) quantities during specified time periods; (d) quantities at specified points, locations, or other defined geographical areas; (e) that a specified discounted rate will apply in a specified relationship to the quantities actually transported (i.e., that the reservation charge will be adjusted in a specified relationship to quantities actually transported); (f) production and/or reserves committed by the Shipper; and (g) based on a formula including, but not limited to, published index prices for specific receipt and/or delivery points or other agreed-upon pricing points, provided that the resulting rate shall be no lower than the minimum nor higher than the maximum applicable rate set forth in the Tariff. In addition, the discount

agreement may include a provision that if one rate component which was at or below the applicable maximum rate at the time the discount agreement was executed subsequently exceeds the applicable maximum rate due to a change in Transporter's maximum rate so that such rate component must be adjusted downward to equal the new applicable maximum rate, then other rate components may be adjusted upward to achieve the agreed overall rate, so long as none of the resulting rate components exceed the maximum rate applicable to that rate component. Such changes to rate components shall be applied prospectively, commencing with the date a Commission order accepts revised tariff sections. However, nothing contained herein shall be construed to alter a refund obligation under applicable law for any period during which rates, which had been charged under a discount agreement, exceeded rates which ultimately are found to be just and reasonable.

Shipper, having been apprised of the availability of a maximum Recourse rate for the service described herein, has elected to pay negotiated rates fixed for the remaining term of this Service Agreement equal to the sum of (A) the maximum Rate Schedule FTS recourse base rate effective on February 1, 2019, established in the settlement filed on December 18, 2015, in Docket RP16-314 (of 19.41 cents per Dth per day), plus (B) the CCRM cost of service rate for 2018 established in the CCRM filing to be made for effectiveness on February 1, 2019 (of 1.56 cents per Dth/day). Consistent with the foregoing, the fixed negotiated rates for the remaining term of this Agreement shall not in any event, exceed 20.97 cents per Dth/day (the "Rate Cap"). In addition to the base rate set forth in the first sentence of this paragraph, Shipper will pay generally applicable commodity rates, generally applicable demand and commodity surcharges, and generally applicable fuel retainage; and except as set forth in the first sentence of this paragraph, Shipper will not, in any circumstances or at any time, pay any additional amount based on the CCRM rate or any other similar rate or charge intended to recover costs covered by the CCRM.

Section 4. Notices. Notices to Transporter under this Agreement shall be addressed to it at 700 Louisiana St., Suite 1300, Houston, Texas 77002, Attention: Customer Services and notices to Shipper shall be addressed to it at Virginia Power Services Energy Corp, Inc., 600 East Canal Street, Richmond, VA 23219, Attention: Dale Hinson, until changed by either party by written notice.

Section 5. Superseded Agreements. This Service Agreement supersedes and cancels, as of the effective date hereof, the following Service Agreement(s): FTS 139080, Revision 3.

Section 6. Credit Annex. The credit requirements appended hereto as Attachment A are incorporated herein by reference with full force and effect and are made a part of this Service Agreement as though restated herein verbatim.

Section 7. Compression. Transporter will accept Shipper's gas volumes, up to the full Maximum Daily Quantity, at the Transco Rockville primary receipt point as long as Transco's delivery pressure at that receipt point is at least 500 psig. In the event that Transco's delivery pressure at the Transco Rockville receipt point falls below 500 psig on any day that Shipper

nominates at that point, and that such pressure drop is not caused by a temporary force majeure event (that is not caused by the negligence or willful misconduct of Transporter or its agents or representatives and is beyond the reasonable control of such parties) or short-term operational or maintenance issue on Transco's pipeline, and that as a result Transporter is unable to accept gas at the Transco Rockville point, Transporter shall take such action as necessary to allow Shipper's full Maximum Daily Quantity to be received at Transco Rockville, which action shall be either (i) installing compression on Transporter's system or (ii) installing other equipment on its system that is proposed by Transporter and must be consented to in writing by Shipper, which consent shall not be unreasonably withheld. If the need for this compression occurs during the first 18 years after the Service Commencement Date, all cost associated with such work by Transporter shall be borne by Transporter and in no event shall Shipper's rates increase as a result of such work. If the need for this compression occurs during years 19 or 20 after the Service Commencement Date, then Shipper and Transporter will negotiate in good faith and agree to an extension of the term of this Service Agreement sufficient to cover the cost of the work performed to allow Shipper's full Maximum Daily Quantity to be received at Transco Rockville, but in no event shall such extension be longer than four (4) years. Shipper acknowledges that any installation of equipment on Transporter's system may require regulatory approval.

VIRGINIA POWER SERVICES ENERGY CORP., INC.

By Gregory A. Workman

Title Authorized Representative

Date Sep 29, 2021

COLUMBIA GAS TRANSMISSION, LLC

DocuSigned by: Kay Dennison
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Title Director, Trans. Acct. & Contracts

Date September 29, 2021

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Revision No. 4

Appendix A to Service Agreement No. 139080
Under Rate Schedule FTS
between Columbia Gas Transmission, LLC (“Transporter”)
and Virginia Power Service Energy Corp, Inc. (“Shipper”)

Transportation Demand

<u>Begin Date</u>	<u>End Date</u>	<u>Transportation Demand Dth/day</u>	<u>Recurrence Interval</u>
4/15/2014	4/14/2034	246,000	10/1 – 3/31
4/15/2014	4/14/2034	0	4/1 – 9/30

Primary Receipt Points

<u>Begin Date</u>	<u>End Date</u>	<u>Scheduling Point No.</u>	<u>Scheduling Point Name</u>	<u>Measuring Point No.</u>	<u>Measuring Point Name</u>	<u>Maximum Daily Quantity (Dth/day)</u>	<u>Minimum Receipt Pressure Obligation (psig) 1/</u>	<u>Recurrence Interval</u>
4/15/2014	9/29/2014	803000	ROT Transco	803000	ROT Transco	246,000		10/1 – 3/31
4/15/2014	9/29/2014	803000	ROT Transco	803000	ROT Transco	0		4/1 - 9/30
9/30/2014	9/30/2021	E2	ROCKVILLE-30	834254	ROCKVILLE (75-004080)	246,000		10/1 – 3/31
9/30/2014	9/30/2021	E2	ROCKVILLE-30	834254	ROCKVILLE (75-004080)	0		4/1 – 9/30
10/1/2021	4/14/2034	E2	ROCKVILLE-30	834254	ROCKVILLE (75-004080)	184,000		10/1 - 3/31
10/1/2021	4/14/2034	E2	ROCKVILLE-30	834254	ROCKVILLE (75-004080)	0		4/1 – 9/30
10/1/2021	4/14/2034	LOUDOUN	LOUDOUN LNG	837336	Loudoun LNG to TCO	62,000		10/1 – 3/31
10/1/2021	4/14/2034	LOUDOUN	LOUDOUN LNG	837336	Loudoun LNG to TCO	0		4/1 – 9/30

Primary Delivery Points

<u>Begin Date</u>	<u>End Date</u>	<u>Scheduling Point No.</u>	<u>Scheduling Point Name</u>	<u>Measuring Point No.</u>	<u>Measuring Point Name</u>	<u>Maximum Daily Delivery Obligation (Dth/day) 1/</u>	<u>Design Daily Quantity (Dth/day) 1/</u>	<u>Minimum Delivery Pressure Obligation (psig) 1/</u>	<u>Recurrence Interval</u>
4/15/2014	4/14/2034	842564	Warren Co.	842564	Warren Co.	246,000			10/1 – 3/31
4/15/2014	4/14/2034	842564	Warren Co.	842564	Warren Co.	0			4/1 – 9/30

1/ Application of MDDOs, DDQs and ADQs, minimum pressure and/or hourly flowrate shall be as follows:

Transporter and Shipper agree that all volumes delivered to Shipper's primary delivery point will be at a minimum pressure of 712 psig at the inlet of the pressure regulator(s) installed by Transporter at the primary delivery point and 700 psig at the outlet of those same regulator(s) when the regulator valves are 100% open ("Minimum Delivery Pressure"); provided, however, that Transporter's obligation to maintain the Minimum Delivery Pressure guarantee shall be subject in all respects to: Shipper taking its gas on a ratable hourly basis (not to exceed 10,250 Dth/hour) and Shipper (or its designee) operating and maintaining its regulation equipment and heater located at the primary delivery point in a manner consistent with accepted industry practice. In addition, Transporter will have the right to require Shipper to nominate from its primary receipt point(s) in order to maintain the Minimum Delivery Pressure guarantee set forth herein if Transporter determines, in its sole discretion, that it will be unable to maintain Shipper's Minimum Delivery Pressure when gas is nominated from secondary receipt points. Transporter will provide Shipper with notice, at least twenty-four (24) hours in advance of the Gas Day, as defined in Transporter's tariff, that Shipper must nominate from its primary receipt point(s) in order to maintain the Minimum Delivery Pressure guarantee. Transporter further agrees to accept gas up to Shipper's full Maximum Daily Delivery Obligation at the Transco Rockville receipt point as long as Transco's delivery pressure at such point is at least 500 psig. As described in Section 7 of this Service Agreement, Transporter may be required to take further action to maintain the flow at Transco Rockville in the event that Transco's delivery pressure at such point falls below 500 psig. Nothing in this provision shall be construed as exempting Shipper from any of the scheduling provisions set forth in Transporter's tariff.

The Master List of Interconnects ("MLI") as defined in Section 1 of the General Terms and Conditions of Transporter's Tariff is incorporated herein by reference for purposes of listing valid secondary interruptible receipt points and delivery points.

Yes No (Check applicable blank) Transporter and Shipper have mutually agreed to a Regulatory Restructuring Reduction Option pursuant to Section 42 of the General Terms and Conditions of Transporter's FERC Gas Tariff.

Yes No (Check applicable blank) Shipper has a contractual right of first refusal equivalent to the right of first refusal set forth from time to time in Section 4 of the General Terms and Conditions of Transporter's FERC Gas Tariff.

___ Yes X No (Check applicable blank) All gas shall be delivered at existing points of interconnection within the MDDOs, ADQs and/or DDQs, as applicable, set forth in Transporter's currently effective Rate Schedule ___ Service Agreement No. ___ Appendix A with Shipper, which are incorporated herein by reference.

___ Yes X No (Check applicable blank) This Service Agreement covers interim capacity sold pursuant to the provisions of General Terms and Conditions Section 4. Right of first refusal rights, if any, applicable to this interim capacity are limited as provided for in General Terms and Conditions Section 4.

___ Yes X No (Check applicable blank) This Service Agreement covers offsystem capacity sold pursuant to Section 47 of the General Terms and Conditions. Right of first refusal rights, if any, applicable to this offsystem capacity are limited as provided for in General Terms and Conditions Section 47.

VIRGINIA POWER SERVICES ENERGY CORP., INC.

By Gregory A. Workman

Title Authorized Representative

Date Sep 29, 2021

COLUMBIA GAS TRANSMISSION, LLC

By Kay Dennison

Title Director, Trans. Acct. & Contracts

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