

Columbia Gas Transmission, LLC  
FERC NGA Gas Tariff  
Original Volume No. 1.1

Section 2.3  
Non-Conforming Svc Agmts  
Version 2.0.0

Non-Conforming Service Agreement  
No. 71024

Virginia Power Services Energy Corp., Inc.

Agreement Effective Date: July 1, 2013

Issued: May 13, 2013

Effective: July 1, 2013

NTS SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this 19 day of March, 2013, 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 NTS 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No. 1 ("Tariff"), on file with the Federal Energy Regulatory Commission ("Commission"), as the same may be amended or superseded in accordance with the rules and regulations of the Commission.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 shall commence as of July 1, 2013 and shall continue in full force and effect until October 31, 2019. 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.

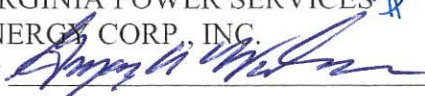
Section 3. Rates. Shipper shall pay Transporter the charges and furnish Retainage as described in the above-referenced Rate Schedule, unless otherwise agreed to by the parties in writing and specified as an amendment to this Service Agreement. Transporter may agree to discount its rate to Shipper below 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); and (f) production and/or reserves committed by the Shipper. 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.

Section 4. Notices. Notices to Transporter under this Agreement shall be addressed to it at 5151 San Felipe, Suite 2500, Houston, Texas 77056, Attention: Customer Services and notices to Shipper shall be addressed to it at Virginia Power Services Energy Corp., Inc., 120 Tredegar Street, Richmond, VA 23219, Attention: Michael Hunt, 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): NTS 71024 Rev 3.

Section 6. Service to Shipper's Black Start Plant. Shipper's plant at Gordonville, VA, located at MS 833866 ("Gordonville Plant"), has been designated by PJM Interconnection, LLC as a "Black Start Plant" (as defined in Section 4.6.4 of PJM's Manual 12: Balancing Operations) to assist with re-energizing PJM's transmission system following a blackout. During any period in which the Gordonville Plant has been called upon by PJM to provide "Black Start Service", Shipper will have the right, through the time period required by PJM, to deliver all or a portion of its Transportation Demand under this Service Agreement to either MS 833866 or to the current primary delivery point at MS 831082 on a primary firm basis, provided that the volumes delivered to each point do not, in the aggregate, exceed Shipper's Transportation Demand. Shipper shall effectuate such deliveries in accordance with the generally applicable nomination and scheduling requirements of Transporter's Tariff. Transporter's obligation to tender deliveries on a primary firm basis at the Gordonville Plant shall only be effective upon notice by Shipper to Transporter that PJM has called upon the Gordonville Plant to provide Black Start Service.

VIRGINIA POWER SERVICES ENERGY CORP., INC.   
By \_\_\_\_\_  
Title Authorized Representative  
Date 02/28/13

COLUMBIA GAS TRANSMISSION, LLC  
By Sherry French  
Title Director, Customer Services   
Date 3/19/13

Appendix A to Service Agreement No. 71024  
 Under Rate Schedule NTS  
 between Columbia Gas Transmission, LLC ("Transporter")  
 and Virginia Power Services Energy Corp., Inc. ("Shipper")

Transportation Demand

<u>Begin Date</u>	<u>End Date</u>	<u>Transportation Demand Dth/day</u>	<u>Recurrence Interval</u>
July 1, 2013	October 31, 2019	43,000	1/1 -12/31

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>
July 1, 2013	October 31, 2019	801	TCO-Leach	801	TCO-Leach	43,000		11/1 - 3/31
July 1, 2013	October 31, 2019	801	TCO-Leach	801	TCO-Leach	26,903		4/1 - 10/31
July 1, 2013	October 31, 2019	A4	TETCO LEBANON LAT	A4	TETCO LEBANON LAT	16,097		4/1 - 10/31
July 1, 2013	October 31, 2019	INV	Inventory Admin Point	INV	Inventory Admin Point	0		1/1 - 12/31
July 1, 2013	October 31, 2019	STOR	RP Storage Point TCO	STOR	RP Storage Point TCO	0		1/1 -12/31

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>
July 1, 2013	October 31, 2019	30CS-33	CGV 01-33	30CS-33	CGV 01-33	18,000			11/1 - 3/31
July 1, 2013	October 31, 2019	831082	Chesterfield Power	831082	Chesterfield Power	25,000			11/1 - 3/31
July 1, 2013	October 31, 2019	831082	Chesterfield Power	831082	Chesterfield Power	43,000			4/1 - 10/31
July 1, 2013	October 31, 2019	INV	Inventory Admin Point	INV	Inventory Admin Point	0			1/1 - 12/31
July 1, 2013	October 31, 2019	STOR	RP Storage Point TCO	STOR	RP Storage Point TCO	0			1/1 - 12/31

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

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COMMENT CODE: FN03 Primary delivery points for quantities referenced only for the period November 1 through March 31, provided that for the period April 1 through October 31 the only primary delivery point shall be Chesterfield 831082 for the entire 43,000 dth/day quantity. Transporter's maximum pressure obligation to Shipper at Chesterfield 831082 for the period May 1 through October 1 shall be 400 psig. Transporter's maximum hourly flow obligation to Shipper at Chesterfield 831082 for the period May 1 through October 1 shall be 1,800 dth/day.

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

Yes  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  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 SERVICE ENERGY CORP., INC. <sup>PH</sup>

By *Sherry A. Martin*  
Title *Authorized Representative*  
Date *02/28/13*

COLUMBIA GAS TRANSMISSION, LLC

By *Sherry French*  
Title *Director, Customer Services*  
Date *3/19/13*

