Second Revised Sheet No. 1587 Superseding

First Revised Sheet No. 1587

RATE SCHEDULE X-133

Parties to the Agreement:

Columbia Gas Transmission

Corporation and

Virginia Natural Gas, Inc.

Date of Agreement:

December 1, 1995

Service Rendered:

LNG Storage Service

Issued By: S. M. Warnick, Vice President

Effective: December 1, 1995

Second Revised Sheet No. 1588
Superseding
First Revised Sheet No. 1588

RATE SCHEDULE X-133 LIQUEFIED NATURAL GAS STORAGE SERVICE

THIS AGREEMENT, made effective as of the 1st day of December. 1995. by and between Columbia Gas Transmission Corporation (hereinafter called Seller) and Virginia Natural Gas. Inc. (hereinafter called Buyer).

WITNESSETH:

WHEREAS, Buyer, pursuant to Seller's filing in Docket No. CP95-206 with the Federal Energy Regulatory Commission is to receive an increased Liquefaction Demand as defined herein (from 36.675 Dth/d to 52.090 Dth/d), and it is necessary to enter into this Agreement to reflect this increase;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained and contingent upon authorization under Section 7(c) of the Natural Gas Act. as amended, the parties hereto agree as follows:

1. DEFINITIONS

- 1.1 LNG Service. The LNG Service provided hereunder shall consist of the liquefaction, storage and regasification and delivery to Buyer of quantities of gas delivered to Seller by Buyer, or others at Buyer's direction.
- 1.2 <u>Liquefaction Demand</u>. The Liquefaction Demand shall be the maximum daily volume of gas which Seller shall at the time be obligated to deliver to Buyer and Buyer shall be entitled to receive from Seller under this Agreement, subject to the limitations set forth in Section 6 of this Agreement, which shall be 52,090 Dth/d.
- 1.3 <u>Liquefaction Capacity Volume</u>. The Liquefaction Capacity Volume shall be that volume of gas which Seller is obligated to liquefy, store in liquid form and keep available for delivery to Buyer in any single Withdrawal Period, which shall be 778,500 Dth.
- 1.4 <u>Liquefied Gas Balance</u>. The Liquefied Gas Balance of Buyer at any particular time shall be the volume of LNG in storage for Buyer's account at such time.
- 1.5 <u>Injection Period</u>. The Injection Period shall be the eight consecutive months beginning on April 1 and extending through the succeeding November 30.

Issued By: S. M. Warnick, Vice President

Effective: December 1, 1995

Second Revised Sheet No. 1589
Superseding
First Revised Sheet No. 1589

RATE SCHEDULE X-133 LIOUEFIED NATURAL GAS STORAGE SERVICE (Cont'd)

- 1.6 <u>Withdrawal Period</u>. The Withdrawal Period shall be the four consecutive months beginning December 1 of any year extended throughout the next succeeding March 31.
- 1.7 Adjusted Liquefaction Capacity Volume. The Adjusted Liquefaction Capacity Volume for any withdrawal period shall be the Mcf equivalent of the Liquefaction Capacity Volume, multiplied by a fraction the numerator of which is the Btu content per cubic foot of the LNG in storage on or around October 15 of the preceding injection period and the denominator of which is 1,000.
- 1.8 <u>Buver's Undivided Interest in Capacity</u>. The undivided interest in the capacity of certain facilities, which was acquired by Buyer through the Deed and Bill of Sale of Capacity Interest between Buyer and Commonwealth Pipeline.

All other defined terms, as applicable, shall be defined in accordance with the definitions found in the General Terms and Conditions contained in Seller's FERC Gas Tariff, Second Revised Volume No. 1 (General Terms and Conditions). The terms "Seller" and "Buyer" as used in the General Terms and Conditions shall refer to Seller and Buyer as those terms are defined herein for purposes of this Agreement.

2. SERVICE TO BE PROVIDED.

Seller agrees to render to Buyer LNG Service, under the terms and conditions contained herein. The points of delivery for Buyer shall be as specified in Exhibit A, which is incorporated herein by reference. LNG Service rendered under this Agreement, subject to the limitations described herein, shall be firm and shall not be subject to curtailment or interruption except under force majeure conditions as described in Sections 15, 16 and 32 of the General Terms and Conditions.

Effective: December 1, 1995

ORIGINAL VOLUME NO. 2

COLUMBIA GAS TRANSMISSION CORPORATION FERC GAS TARIFF

Substitute Third Revised Sheet No. 1590
Superseding

Second Revised Sheet No. 1590

RATE SCHEDULE X-133 LIQUEFIED NATURAL GAS STORAGE SERVICE (Cont.d)

3. RATE AND PAYMENT.

Buyer shall pay Seller each month for LNG Service rendered under this Agreement, the sum of the following amounts:

Demand Charge:

A charge per month per Dth of Liquefaction Demand. The Demand Charge under this Agreement shall be \$0.818/Dth.

Capacity Charge:

A charge per month per Dth of Liquefaction Capacity Volume. The Capacity Charge under this Agreement shall be 3.01¢/Dth.

Seller reserves the right to propose modifications tto the rates reflected above in future rate proceedings the consistent with Columbia Gas Transmission Corporation/Commonwealth Gas Pipeline Corporation Proposed Merger Points of Agreement, in accordance with its rights under the Natural Gas Act or other applicable statutes, as well as applicable rules and regulations. Buyer retains the right to participate in such proceedings in order to review any modifications proposed by Seller, and reserves the right to protest and oppose any modifications, in accordance with its rights under the Natural Gas Act or other applicable statutes, as well as applicable rules and regulations. The rates for the service under this Agreement effective February 1, 1996, and thereafter shall be as set forth in Seller's FERC Gas Tariff, Second Revised Volume No. 1, Sheet No. 31.

Seller shall submit monthly bills to Buyer, and Buyer shall remit payment to Seller, in accordance with the provisions of Section 10 of the General Terms and Conditions.

4. HINIMUM MONTHLY BILL.

The minimum monthly bill shall be the sum of the Demand Charge and the Capacity Charge for the month.

INJECTION INTO STORAGE.

5.1 <u>General Procedure</u>. Seller guarantees to liquefy and inject LNG into storage at such times and in such volumes as to permit Seller to have in storage at the beginning of the Withdrawal Period at least the

Issued By: S. M. Warnick, Vice President

Effective: February 1, 1996

Issued On: December 29, 1995

Second Revised Sheet No. 1591 Superseding First Revised Sheet No. 1591

RATE SCHEDULE X-133 LIOUEFIED NATURAL GAS STORAGE SERVICE (Cont'd)

aggregate of the Adjusted Liquefaction Capacity Volume of Buyer and the Adjusted Liquefaction Capacity Volumes of The City of Richmond, Virginia and Commonwealth Gas Services. Inc. for LNG Service rendered to them by Buyer. It is understood that natural gas for injection shall be provided by Buyer from, including but not limited to, gas being transported by Seller for Buyer under Seller's Rate Schedules, or gas delivered through Buyer's Undivided Interest in Capacity. Any LNG withdrawn by Buyer during the injection period shall be deducted from Buyer's Liquefied Gas Balance.

Seller shall be obligated to accept for liquefaction each day the amount so nominated up to 1/240th of Buyer's Adjusted Liquefaction Capacity Volume. Seller guarantees, subject to force majeure as defined in Sections 15, 16 and 32 of the General Terms and Conditions, that it will maintain in storage at all times a volume of LNG at least equal to the aggregate of the current Liquefied Gas Balance of Buyer and the current Liquefied Gas Balances of The City of Richmond. Virginia and Commonwealth Gas Services, Inc. for LNG Service rendered to them by Buyer.

5.2 Excess Injection. Buyer may request Seller to inject gas into storage for Buyer's account on any day in excess of 1/240th of Buyer's Adjusted Liquefaction Capacity Volume. Seller may make such excess injection if, in Seller's reasonable judgment, such injection can be made without adverse effect on Seller's operations.

6. WITHDRAWALS FROM STORAGE.

6.1 General Procedure. When Buyer desires that LNG stored for its account under this Agreement be delivered to it during the Withdrawal Period. Buyer shall give notice prior to 7:45 a.m. to Seller's dispatcher specifying the volume of LNG desired during the current day, unless waived by Seller. Seller shall deliver to Buyer during that day the volume of LNG so nominated, subject to the limitations set forth below.

Issued By: S. M. Warnick, Vice President

Effective: December 1, 1995

First Revised Sheet No. 1592 Superseding Original Sheet No. 1592

RATE SCHEDULE X-133 LIQUEFIED NATURAL GAS STORAGE SERVICE (Cont.d)

- Volumetric Limitations. The volume of LNG nominated by 6.2 Buyer under the preceding Section shall not exceed Buyer's Liquefaction Demand or Liquefied Gas Balance. Seller shall commence delivery of Buyer's nomination at the beginning of such day or at such other hour as requested by Buyer. Seller shall be obligated to deliver at the hourly rate specified by Buyer up to. but not more than 1/24th of Buyer's Liquefaction Demand during any one hour. Buyer may change its nomination to Seller's dispatcher, such changes to be effective only at the hours of 10:00 a.m., 2:00 p.m., 6:00 p.m., 10:00 p.m., 2:00 p.m., 6:00 p.m., 10:00 p.m., 2:00 p.m p.m., 2:00 a.m., or 6:00 a.m., and Seller shall permit such changes at any other hours when, in Seller's reasonable opinion, operations permit. Such changes shall be made by telephone message to Seller's dispatcher, at least fifteen minutes prior to such hours, and any changed nomination so made shall remain effective until changed by further notification as provided above. The last unchanged nomination made during any day shall be final, and Seller shall reduce Buyer's Liquefied Gas Balance by the amount of such last nomination. Buyer may not decrease its nomination on any day to result in a daily volume less than that actually delivered on that day. Buyer may not increase its nomination on any day to a volume which would require Seller to deliver to Buyer at an hourly rate of more than 1/24th of Buyer's Liquefaction Demand, unless Seller's dispatcher shall have consented to such increased rate of delivery.
- 6.3 <u>Deliveries During Injection Period</u>. Buyer may request deliveries of LNG during the injection period. Seller will make such deliveries subject to the limitations contained in Section 6.2.
- 6.4 <u>Deliveries in Excess of Liquefaction Demand</u>. Buyer may at any time request Seller to deliver to Buyer on any day from Buyer's Liquefied Gas Balance gas in excess of Buyer's Liquefaction Demand, and Seller will make such deliveries if it can do so in its reasonable judgment, without adverse effect on Seller's operations on that day. Buyer shall pay Seller one cent per Dth for delivery of such gas from storage.

Issued By: S. M. Warnick, Vice President Effective: November 1, 1993

First Revised Sheet No. 1593 Superseding Original Sheet No. 1593

RATE SCHEDULE X-133 LIQUEFIED NATURAL GAS STORAGE SERVICE (Cont'd)

6.5 Deliveries of Boiloff.

- (a) For days when no Buyers are withdrawing LNG from storage, the amount of LNG that becomes vaporized through the effect of ambient temperature on the LNG tank and is returned to Seller's transmission system ("boiloff") shall be considered to have been delivered to all parties purchasing LNG Service from Seller. Buyer's share of such deliveries shall be determined monthly and shall correspond to the percentage of Buyer's Liquefied Gas Balance at the end of such month compared to the total Liquefied Gas Balances of Buyer. The City of Richmond, Virginia and Commonwealth Gas Services, Inc. at the end of such month.
- (b) For days when any Buyer is withdrawing LNG from storage, the boiloff will be considered as part of the withdrawn LNG.
- Buyer's monthly gas bill will show the total boiloff delivered to Buyer in accordance with (c) subsection (a) during such month.

INJECTION AND DELIVERY IN EXCESS OF LIQUEFACTION CAPACITY 7. VOLUME.

7.1 <u>Injection</u>. Seller expects, under certain conditions, to be able to make injections into storage during the Withdrawal Period. On each such day during the Withdrawal Period when Seller can inject, other than volumes required to maintain current Liquefied Gas Balance of all Buyers who purchase LNG Service, Seller shall so notify Buyer, and Buyer shall specify the volume of gas to be injected for Buyer's account up to that proportion of total injections on such day as Buyer's Liquefied Capacity Volume bears to the total design capacity of Seller's LNG storage. Any volumes so injected for Buyer's account shall be added to Buyer's Liquefied Gas Balance. If Buyer so desires, it may give standing instructions to Seller to make such injections on all days when Seller can inject gas into storage during the Withdrawal Period, and such instructions shall be followed by Seller until amended or withdrawn

Issued By: S. M. Warnick, Vice President Effective: November 1, 1993

First Revised Sheet No. 1594
Superseding
Original Sheet No. 1594

RATE SCHEDULE X-133 LIQUEFIED NATURAL GAS STORAGE SERVICE (Cont'd)

by Buyer. Seller will notify Buyer at least once a week during the Withdrawal Period as to any amounts it has been able to inject for Buyer's account. For volumes of gas injected into storage pursuant to Section 5.1 above during the Withdrawal Period. Buyer will pay to Seller fifteen (15) cents per Dth. in addition to any other applicable charges.

7.2 <u>Injection during Force Majeure</u>. In the event of, and for the duration of, an occurrence to which the force majeure provisions of Sections 15, 16 and 32 of the General Terms and Conditions would be applicable, Seller shall waive the fifteen (15) cents per Dth charge provided for in Section 6.1 above to the extent that Buyer's Liquefied Gas Balance was less than its Adjusted Liquefied Capacity Volume at the beginning of such Withdrawal Period as a result of force majeure as defined in Sections 15, 16 and 32 of the General Terms and Conditions.

8. ALLOCATION OF GAS AMONG BUYERS.

Buyer may instruct Seller to deliver all or a portion of Buyer's Liquefied Gas Balance to The City of Richmond. Virginia and/or Commonwealth Gas Services. Inc. Seller shall make such delivery upon the same terms that would apply if the delivery were made to the Buyer. Buyer shall pay Seller for such delivery as if such delivery had been made to the Buyer.

- 9. <u>ALLOWABLE VARIATIONS</u>. ADJUSTMENTS FOR UNAUTHORIZED OVERRUNS AND FOR UNDERDELIVERIES.
 - 9.1 Authorized Daily Volume. Each Buyer's authorized volume on any day shall consist of the sum of (i) Buyer's final nominations for deliveries under this Agreement, (ii) the volume scheduled for city gate delivery under Seller's other rate schedules, and (iii) volumes delivered to Buyer through Buyer's Undivided Interest in Capacity. Buyer shall endeavor on any day to keep its total takes from Seller on such day in balance with its authorized volume.
 - 9.2 Without regard to whether Buyer has other remedies, in the event Seller is unable for any reason to deliver to

Issued By: S. M. Warnick, Vice President

Effective: November 1, 1993

First Revised Sheet No. 1595
Superseding
Original Sheet No. 1595

RATE SCHEDULE X-133 LIQUEFIED NATURAL GAS STORAGE SERVICE (Cont'd)

Buyer on any day Buyer's finally nominated volumes of LNG pursuant to this Agreement, then Buyer shall receive a demand charge and capacity charge adjustment for the month in which such day or days occur, computed as follows: For volumes which Buyer requested and required on such day under this Agreement which Seller was unable or failed to deliver. Buyer shall be credited at a rate per Dth equal to twelve times the demand charge plus twelve times the capacity charge divided by the number obtained by dividing the Liquefaction Capacity Volume by the Liquefaction Demand.

10. CONTROL OF GAS AND DIVISION OF RESPONSIBILITY: WARRANTY OF TITLE.

- (a) Seller shall be deemed to be in control of and have responsibility for the natural gas to be stored by Seller after the delivery thereof to Seller by Buyer, or others at Buyer's direction, and prior to the delivery of such gas to Buyer. Seller shall be deemed to have no responsibility with respect to such gas prior to Seller's receipt thereof, or after Seller's delivery thereof, to Buyer.
- Buyer hereby warrants title to all gas to be delivered (b) to Seller by Buyer, or others at Buyer's direction, for storage hereunder and the right of Buyer to deliver such gas, or cause it to be delivered to Seller, and Buyer warrants that all such gas is owned by Buyer free from all liens and adverse claims, including liens to secure payment of production taxes, severance taxes and other taxes. To the extent not prohibited by law. Buyer agrees to indemnify Seller and save Seller harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of adverse claims of any and all persons to said gas or to royalties, taxes, license fees or charges thereon which are applicable prior to delivery to Seller and after delivery by Seller to Buyer, to the gas to be stored hereunder or which may be levied or assessed upon the delivery by Buyer, or others at Buyer's direction, to Seller or the delivery by Seller to Buyer.

Issued By: S. M. Warnick, Vice President Effective: November 1, 1993

Second Revised Sheet No. 1596 Superseding First Revised Sheet No. 1596

RATE SCHEDULE X-133 LIQUEFIED NATURAL GAS STORAGE SERVICE (Cont.d)

(c) Seller warrants that it will have at the time of delivery to Buyer, the right to deliver said gas as aforesaid, and that it will indemnify Buyer and save Buyer harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of adverse claims of any and all persons to said gas or to royalties, taxes, license fees or charges thereon arising from the transportation or storage of such gas by Seller for Buyer and which are applicable after the receipt thereof by Seller and before the delivery thereof to Buyer, as aforesaid.

11. OTHER PROVISIONS.

The service provided hereunder shall be provided in accordance with the provisions of Sections 26 (Measurement), 25 (Quality), 13 (Delivery Pressure), 15, 16 and 32 (Force Majeure), 10 (Billing and Payment) and 29 (Notices) of Seller's General Terms and Conditions, which are incorporated herein by reference.

12. NOTICES.

Until changed by written notice, notices to Seller shall be addressed to it at:

Columbia Gas Transmission Corporation P. O. Box 1273 Charleston. WV 25325-1273

Until changed by written notice, notices to Buyer shall be addressed to it at:

150 West Main Street
Suite 1510
Wirginia Natural Gas, Inc.
5100 East Virginia Beach Boulevard
Norfolk, VA 23502
Attention: Manager, Gas Supply

13. TERM OF SERVICE.

This Agreement shall become effective on December 1, 1995, and shall continue in full force and effect until March 31, 2004, and year to year thereafter until terminated by written notice given by any party. Such notice may terminate

Issued By: S. M. Warnick, Vice President Eff

Effective: December 1, 1995

Second Revised Sheet No. 1597
Superseding
First Revised Sheet No. 1597

RATE SCHEDULE X-133 LIQUEFIED NATURAL GAS STORAGE SERVICE (Cont'd)

this Agreement on March 31, 2004, or any March 31 thereafter, and shall be given to the other party not less than two years prior to the desired termination date.

14. REGULATORY APPROVALS.

This Agreement shall be expressly contingent upon the receipt of such regulatory approvals or authorizations as may be required. The parties agree to cooperate to obtain all necessary approvals or authorizations.

15. ASSIGNMENT.

This Agreement shall be binding upon the successors and assigns of each of the parties hereto. No assignment of this Agreement by Buyer shall be valid without the prior written consent of Seller, and no assignment of this Agreement by Seller shall be valid without prior written consent of Buyer.

16. SUPERSEDED AGREEMENTS.

This Service Agreement supersedes and cancels, as of the effective date hereof, the following Service Agreements:

Service Agreements between Seller and Buyer dated November 1, 1993, providing natural gas service under Rate Schedule X-133.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement on the day and year first above indicated.

Issued By: S. M. Warnick, Vice President Effective: December 1, 1995

COLUMBIA GAS TRANSMISSION CORPORATION

FERC GAS TARIFF ORIGINAL VOLUME NO. 2 Original Sheet No. 1597A RATE SCHEDULE X-133 LIQUEFIED NATURAL GAS STORAGE SERVICE (Cont'd) COLUMBIA GAS TRANSMISSION CORPORATION Its: VIRGINIA NATURAL GAS, INC.

Issued By: S. M. Warnick, Vice President

Effective: December 1, 1995

Second Revised Sheet No. 1598 Superseding First Revised Sheet No. 1598

RATE SCHEDULE X-133 LIQUEFIED NATURAL GAS STORAGE SERVICE (Cont'd)

STATE OF WEST VIRGINIA

COURTY OF KANAMHA

I. April D. Lilly. a notary public in and for said state (or county), do hereby certify that Victor Grania, who signed the writing above, bearing the 1st day of December, 1995. for COLUMBIA GAS TRANSMISSION CORPORATION, has this day acknowledged before me the said writing to be the act and deed of said corporation.

Given under my hand this 2th day of Ward

My comission expires August 10, 2016

Dully Dully Dully

Issued By: S. M. Warnick, Vice President

Effective: December 1, 1995

COLUMBIA FERC GAS		ISSION CORPOR	MOITA	Second Re	vised	Sheet No. 15	
	VOLUME NO.	2		First Re	vised	Supersedi Sheet No. 15	ng 199
	i	IOUEFIED NATU	RATE SCHEDUL IRAL GAS STOP	X-133 <u>AGE SERVICE</u> (Can	t'd)		
	STATE OF	Dengia					
	COUNTY OF _	Cobb					
		1. Mary	E Ford	. a notary publ	ic in	and for	
	said state	(or county),	, lo hereby cer	tify that <u>Charl</u>	es 12	iuson.	
	who signed	the writing al	pove, bearing	the 1st day of D	ecembe	er. 1995.	
	for VIRGIN	IA NATURAL GAS	S, INC. has t	his day acknowle	dged t	efore me	
	the said wr	riting to be 1	the act and c	eed of said corp	oratio	on.	
	2009	Given under	my hand this		ma	eh.	
	18			Many E. Poici Motory Public, Cotto County	. Geomin		
		My commissio	n expires	My Commission Employ Buy	Aerober 7, 90		
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Issued B	ly: S. M. W	arnick, Vice	President	Effectiv	e: D	ecember 1, 19	95

First Revised Sheet No. 1500 Superseding Original Sheet No. 1600

RATE SCHEDULE X-133 LIOUEFIED NATURAL GAS STORAGE SERVICE (Cont.d)

EXHIBIT A VIRGINIA NATURAL GAS, INC. Points of Delivery

The delivery point or points shall be at the outlet side of Seller's measuring station located at the City Gate in the City of Chesapeake, Virginia, for the Norfolk area adjoining U.S. Highway No. 13 approximately 1,400' east of the intersection of U.S. Highways No. 460 and No. 13 and State Highway No. 166: at a second gate in the City of Newport News, Virginia, for the Newport News area approximately 200' southeast of the centerline on U.S. Highway No. 17 and northeast of the north terminus of the James River Bridge to Newport News. Virginia; at a third gate in James City County located approximately 3,300' southwest of a point in U.S. Highway No. 60 approximately 6,000 southwest of the intersection on U.S. Highway No. 60 and Virginia State Highway 174. Also, the outlet side of Seller's measuring station located at the City Gate in the City of Suffolk, Virginia, situated on Wilroy Road approximately 100' northeast of Proctor Street; at a second gate in the City of Suffolk, Virginia, approximately 250' east of Godwin Boulevard and approximately 2 1/2 miles northeast of the intersection of Godwin Boulevard and Pruden Boulevard: and a third gate at Wilroy Industrial Park in the City of Suffolk. Virginia, approximately 2.600 feet east of Wilroy Road and Seller's 12" and 16" pipelines crossing.

Issued By: S. M. Warnick, Vice President Effective: November 1, 1993

AMENDMENT TO RATE SCHEDULE X-133 LIQUIFIED NATURAL GAS STORAGE SERVICE (Cont'd)

THIS AMENDMENT TO RATE SCHEDULE X-133 (the "Amendment") is made and entered into this day of through by and between Columbia Gas Transmission, LLC and Virginia Natural Gas, Inc., parties to the original "Rate Schedule X-133" which was originally approved by the Commission on December 7, 1990 in Docket No. CP90-644, and amended thereafter (the "Agreement").

Pursuant to this Amendment, Section 13, "Term of Service", of the Agreement is amended to extend the effective date of the Agreement through January 31, 2029. After January 31, 2029, the Agreement will continue until either party provides notice of termination in accordance with the applicable provision of Section 13 of the Agreement. All other terms and conditions in the Agreement shall remain the same.

COLUMBIA GAS TRANSMISSION, LLC

By: Quelles

Name: JAMES R. ECKERT

Title: VP, MARKET ING & BUSINESS DEVELOPMENT

VIRGINIA NATURAL GAS, INC.

7

Name:

Title: 1

Columbia Gas Transmission, LLC FERC Gas Tariff Original Volume No. 1.1 X-Rate Schedule Amendment Rate Schedule X-133 Version 1.0.0

AMENDMENT TO RATE SCHEDULE X-133 LIQUIFIED NATURAL GAS STORAGE SERVICE (Cont'd)

THIS AMENDMENT TO RATE SCHEDULE X-133 (the "Amendment") is made and entered into this 1st day of July by and between Columbia Gas Transmission, LLC and Virginia Natural Gas, Inc., parties to the original "Rate Schedule X-133", which was originally approved by the Commission on December 7, 1990 in Docket No. CP90-644, and amended thereafter (the "Agreement").

Pursuant to this Amendment, Section 3, "Rate and Payment", of the Agreement is amended to reflect the Demand and Capacity charges contained in Columbia Gas Transmission, LLC's Original Volume No. 1.1 FERC Tariff.

Pursuant to this Amendment, Section 13, "Term of Service", of the Agreement is amended to extend the effective date of the Agreement through January 31, 2034. After January 31, 2034, the agreement will continue until either party provides notice of termination in accordance with the applicable provision of Section 13 of the Agreement. All other terms and conditions in the Agreement shall remain the same.

COLUMBIA GAS TRANSMISSION, LLC
By: James Eckert
James Eckert Name:
Title:Vice President
VIRGINIA NATURAL GAS, INC.
By: kenneth W. Yagelski
Name:
Title:Director Gas Supply