

Columbia Gas Transmission, LLC
FERC NGA Gas Tariff
Baseline Tariffs
Proposed Effective Date: November 16, 2018
Service Agreement No. 210090 – Washington Gas Light Company
Option Code A

Service Agreement No. 210090
Revision No. 1

FTS SERVICE AGREEMENT

June 2, 2020

THIS AGREEMENT is made and entered into this _____ day of May, 2020, by and between COLUMBIA GAS TRANSMISSION, LLC ("Transporter") and WASHINGTON GAS LIGHT COMPANY ("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No. 1 ("Tariff"), on file with the Federal Energy Regulatory Commission ("Commission"), as the same may be amended or superseded in accordance with the rules and regulations of the Commission.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 on November 16, 2018, the in-service date for the WB XPress Project, and shall remain in full force and effect until November 15, 2033 ("Initial Term"). 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.

At the end of the Initial Term, Shipper shall have the right to extend for one (1) or two (2) successive 5-year terms (each an "Extended Term"), exercisable no later than twelve (12) months prior to the expiration of such Initial Term and first Extended Term, if applicable. Any Extended Term shall be at the same quantities, rates, and commercial terms contained herein. In addition to the rates applicable to Shipper's Extended Term, Shipper shall pay all surcharges, excluding the Capital Cost Recovery Mechanism ("CCRM") charges, applicable to Rate Schedule FTS that are set forth in the Tariff, without exception, as those surcharges may be amended, added or modified from time to time. If Shipper extends its service for both of the Extended Terms, Shipper shall be granted a contractual right of first refusal ("ROFR"), to be exercised by providing TCO written notice no later than one (1) year prior to the expiration of the second Extended Term, pursuant to the terms of the Tariff and at the same quantities, rates, and commercial terms contained herein, for a term of five (5) years. Shipper shall be granted a ROFR at the end of each five (5) year ROFR extension until such time that Shipper does not

exercise such ROFR. In addition to the rates applicable to any such ROFR term, Shipper shall pay all surcharges (excluding CCRM) applicable to Rate Schedule FTS that are set forth in the Tariff, without exception, as those surcharges may be amended, added or modified from time to time.

Section 3. Rates. Shipper shall pay Transporter the negotiated rates and furnish retainage as set forth in the Negotiated Rate Letter Agreement attached hereto as Appendix B.

Section 4. Notices. Notices to Transporter under this Agreement shall be addressed to it at 700 Louisiana, Suite 700, Houston, Texas 77002, Attention: Transportation Contracts and notices to Shipper shall be addressed to it at Washington Gas Light Company, 6801 Industrial Road, Springfield, VA, 22151, Attention: Kevin Murphy, 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 Agreement 210090 Revision 0.

Section 6. Credit Annex. Appended hereto as Appendix C, the Credit Support Agreement dated December 16, 2014 is incorporated herein by reference with full force and effect and is made a part of this Service Agreement as though restated herein verbatim.

WASHINGTON GAS LIGHT COMPANY

By Colleen Harring *me*

Title COO

Date May 19, 2020

COLUMBIA GAS TRANSMISSION, LLC

DocuSigned by:
By Kay Dennison

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Title Director, Trans. Acct. & Contracts

Date June 2, 2020

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Revision No. 1

Appendix A to Service Agreement No. 210090
 Under Rate Schedule FTS
 between Columbia Gas Transmission, LLC ("Transporter")
 and Washington Gas Light Company ("Shipper")

Transportation Demand

| <u>Begin Date</u> | <u>End Date</u> | <u>Transportation Demand Dth/day</u> | <u>Recurrence Interval</u> |
|-------------------|-----------------|--------------------------------------|----------------------------|
| 1/ | 1/ | 60,000 | 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)</u> | <u>Recurrence Interval</u> |
|-------------------|-----------------|-----------------------------|------------------------------|----------------------------|-----------------------------|---|---|----------------------------|
| 1/ | 1/ | 842867 | Braxton | 842867 | Braxton | 60,000 | 2/ | 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) 2/</u> | <u>Design Daily Quantity (Dth/day) 2/</u> | <u>Minimum Delivery Pressure Obligation (psig) 2/</u> | <u>Recurrence Interval</u> |
|-------------------|-----------------|-----------------------------|------------------------------|----------------------------|-----------------------------|---|---|---|----------------------------|
| 1/ | 1/ | 78-28 | Washington Gas -28 | 78-28 | Washington Gas -28 | 12,000 | 2/ | 2/ | 1/1-12/31 |

| | | | | | | | | | |
|----|----|---------|--------------------|---------|--------------------|--------|----|----|-----------|
| 1/ | 1/ | 78-30 | Washington Gas -30 | 78-30 | Washington Gas -30 | 6,551 | 2/ | 2/ | 1/1-12/31 |
| 1/ | 1/ | LOUDOUN | Loudoun LNG | LOUDOUN | Loudoun LNG | 41,449 | 2/ | 2/ | 1/1-12/31 |

1/ Per Section 2 of the Service Agreement.

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

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 and in accordance with Section 2 of this Service Agreement.

Yes 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 SST Service Agreement No. 100303 Appendix A with Shipper, which 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.

WASHINGTON GAS LIGHT COMPANY

By *Alison Stalling* *ml*

Title *CEO*

Date *May 19, 2020*

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CW

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DA

COLUMBIA GAS TRANSMISSION, LLC

^{DocuSigned by:}
By *Kay Dennison*

^{A0EF51A630C148B...}
Title Director, Trans. Acct. & Contracts

Date June 2, 2020

Appendix B to Service Agreement No. 210090 Revision 1

June 2, 2020
May __, 2020

Washington Gas Light Company
6801 Industrial Road
Springfield, VA 22151
Attention: Kevin Murphy

RE: FTS Service Agreement No. 210090 Revision 1
Negotiated Rate Letter Agreement

Dear Kevin:

This Negotiated Rate Letter Agreement between Columbia Gas Transmission, LLC (“Transporter” or “TCO”) and Washington Gas Light Company (“Shipper”), shall set forth the applicable rates, calculations thereof, and other rate provisions associated with the transportation service provided by Transporter to Shipper pursuant to the above-referenced Service Agreement. Transporter and Shipper may be referred to individually as a “Party” or collectively as the “Parties”.

Shipper and Transporter hereby agree:

1. The “Negotiated Reservation Rates” during the Initial Term for the transportation service provided shall be those rates and terms agreed upon as set forth in ATTACHMENT A-1 hereto.
2. As a result of the operation of the Daily Demand Rate adjustment mechanism set forth in ATTACHMENT B to the WB Xpress Precedent Agreement between Transporter and Shipper the Daily Demand Rate of \$0.65 set forth therein is hereby increased by \$0.0289 (“Daily Demand Rate Increase”) effective as of November 16, 2018. The Daily Demand Rate Increase is included in the Daily Demand Rate set forth in ATTACHMENT A-1 attached hereto.
3. Shipper’s right to review TCO’s books and records as reasonably necessary to verify the Project costs used in the calculation of the Daily Demand Rate adjustment mechanism (“Right to Review”) shall be as follows:

Shipper shall have a one-time right, to be exercised no later than six (6) months after the date that Transporter files its statement of costs with the Federal Energy Regulatory Commission pursuant to 18 CFR §157.20(c)(3) to review Transporter’s books and records as reasonably necessary to verify the Project costs used in the calculation of the Daily Demand Rate adjustment mechanism described above.

[signature page follows]

Appendix B to Service Agreement No. 210090 Revision 1

June 2, 2020

Accepted and agreed to this _____ day of May 2020

Washington Gas Light Company

By: *Aileen Staring* 1066

Title: *COO*

Date *May 19, 2020*

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CW

Columbia Gas Transmission, LLC

DocuSigned by:
By: *Kay Dennison*

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Title: Director, Trans. Acct.& Contracts

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Date June 2, 2020

Columbia Gas Transmission, LLC

DocuSigned by:
By: *John Richardson*

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Title: Director, Commercial East

Date June 2, 2020

Appendix B to Service Agreement No. 210090 Revision 1

ATTACHMENT A-1

NEGOTIATED RESERVATION RATES

| Primary Receipt Point(s)* | Primary Delivery Point(s)* | Transportation Demand (Dth/day) | Term | Daily Demand Rate** | Daily Commodity Rate** | Rate Schedule |
|----------------------------|-------------------------------------|---------------------------------|----------------------|---------------------|---|---------------|
| Braxton (meter no. 842867) | LOUDOUN | 41,449 Dth/day | 11/16/18 to 11/15/33 | \$0.6789 | Maximum applicable rate for rate schedule FTS | FTS |
| Braxton (meter no. 842867) | Washington Gas 28 (meter no. 78-28) | 12,000 Dth/day | | | | |
| Braxton (meter no. 842867) | Washington Gas 30 (meter no. 78-30) | 6,551 Dth/day | | | | |

* Shipper shall have full secondary receipt and delivery point access, pursuant to the terms and conditions of TCO's FERC Gas Tariff, at no incremental charge.

** In addition, Shipper shall pay all applicable demand and commodity surcharges specified under Rate Schedule FTS, as such may change from time to time, with the exception of Capital Cost Recovery Mechanism (CCRM).

In addition to the rates above, Shipper will pay the fuel retention applicable to Rate Schedule FTS, as such may change from time to time.