

Columbia Gas Transmission, LLC  
FERC NGA Gas Tariff  
Baseline Tariffs

Proposed Effective Date: November 1, 2025  
Service Agreement No. 254605 – Virginia Natural Gas, Inc.  
Option Code A

## SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this 15th day of April, 2024, by and between COLUMBIA GAS TRANSMISSION, LLC (“Transporter”) and VIRGINIA NATURAL GAS, 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No. 1 (“Tariff”), on file with the Federal Energy Regulatory Commission (“Commission”), as the same may be amended or superseded in accordance with the rules and regulations of the Commission.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. This Agreement shall be effective as of the later of (a) the date that Transporter is legally authorized to provide, and physically capable of providing, the Service contemplated herein, and (b) the date Transcontinental Gas Pipe Line Company LLC places into service its related upstream project for Shipper with firm service into Transporter at Emporia (“Transco Project”) (the “In-Service Date”), and shall remain in full force and effect for a term of twenty (20) years (“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.

Shipper shall have the right to extend the Initial Term for up to two (2) successive five (5)-year terms (each an “Extended Term”), exercisable by Shipper providing written notice to Transporter no later than twenty-four (24) months prior to the expiration of the Initial Term and/or the Extended Term, as applicable; provided, however, for any Extended Term(s), Shipper must contract for a Transportation Demand quantity equal to the quantity for which it contracted during the Initial Term, at the same rates and commercial terms as those in place at the end of the Initial Term.

Section 3. Rates. Shipper shall pay Transporter the charges and furnish the 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.

Section 4. Notices. Notices to Transporter under this Agreement shall be addressed to it at 700 Louisiana St., Suite 1300, Houston, Texas 77002, Attention: Commercial Services and notices to Shipper shall be addressed to it at Virginia Natural Gas, Inc. 10 Peachtree Place, NE, Atlanta, GA 30309, Attention: Director, Capacity Planning, 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): N/A.

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.

VIRGINIA NATURAL GAS, INC.

By 

Title VP Gas Supply Operations

Date 04/15/2024

COLUMBIA GAS TRANSMISSION, LLC

By 

Title Vice President

Date Apr 15, 2024







Revision No. 0

Appendix A to Service Agreement No. 254605  
Under Rate Schedule FTS  
between Columbia Gas Transmission, LLC (“Transporter”)  
and Virginia Natural Gas, Inc. (“Shipper”)

Transportation Demand

<u>Begin Date</u>	<u>End Date</u>	<u>Transportation Demand Dth/day</u>	<u>Recurrence Interval</u>
1/	1/	100,000	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) 2/</u>	<u>Recurrence Interval</u>
1/	1/	E13	Emporia, VA-34	833081	Emporia – (75-007261)	100,000		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/	30VN	Virginia Natural Gas	831010	Norfolk	100,000			1/1 – 12/31

1/ Per Section 2 of the Service Agreement.

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

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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 MDDOs, ADQs and/or DDQs, as applicable, set forth in Transporter’s currently effective Rate Schedule FTS Service Agreement No. \_\_\_\_\_ 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.

VIRGINIA NATURAL GAS, INC.

By 

Title VP Gas Supply Operations

Date 04/15/2024

COLUMBIA GAS TRANSMISSION, LLC

By 

Title Vice President

Date Apr 15, 2024

  



Columbia Gas Transmission, LLC  
700 Louisiana, Suite 1300  
Houston, Texas 77002

September 15, 2025

Virginia Natural Gas, Inc.  
10 Peachtree Place, NE  
Atlanta, GA 30309  
Attention: Director, Capacity Planning  
Email: GBecker@southernco.com

RE: FTS Service Agreement No. 254605 (“Service Agreement”)  
Amended and Restated Negotiated Rate Letter Agreement

Dear Mr. Becker:

Effective November 1, 2025, this Amended and Restated Negotiated Rate Letter Agreement (“NRL”) between Columbia Gas Transmission, LLC (“Transporter” or “TCO”) and Virginia Natural Gas, Inc. (“Shipper”), shall set forth the applicable rates, calculations thereof, and rate provisions associated with the transportation service provided by Transporter to Shipper pursuant to the above-referenced Service Agreement (“Service”). 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 and any Extended Term(s) for the Service provided shall be those rates and terms agreed upon as set forth in ATTACHMENT B hereto.
2. As a result of the operation of the Negotiated Daily Demand Rate adjustment mechanism set forth in the Cost Sharing section of the NRL executed by and between the parties and dated April 1, 2024, the Negotiated Daily Demand Rate set forth therein is decreased by \$0.1782 effective as of the In-Service Date (“Negotiated Daily Demand Rate Decrease”). The Negotiated Daily Demand Rate Decrease is included in the Negotiated Daily Demand Rate set forth in ATTACHMENT B attached hereto.
3. Required Approvals. This NRL, together with the Service Agreement will be filed with the Federal Energy Regulatory Commission (“FERC”) and shall be subject to FERC’s acceptance on terms acceptable to Transporter in its sole discretion. If any terms of this NRL are disallowed or modified by any order, rulemaking, regulation or policy of the FERC, Transporter and Shipper may mutually agree to modify this NRL with the goal

ATTACHMENT B to Service Agreement No. 254605

of ensuring that the original commercial intent of the Parties is preserved to the extent possible. If the Parties cannot mutually agree to modifications hereto, Transporter reserves the right to terminate this NRL with written notice to Shipper to be effective upon receipt by Shipper. If Transporter terminates this NRL pursuant to the immediately preceding sentence, the associated Service Agreement will remain in full force and effect for all remaining terms and conditions not otherwise disallowed or modified by the FERC; provided, however, if the Daily Demand Rate reflected in ATTACHMENT B hereto is disallowed by FERC then Shipper shall be obligated to pay Transporter the maximum applicable recourse reservation rate for the Service. Transporter will have no liability for any costs incurred by Shipper or related to the Service rendered or contemplated to be rendered hereunder.

4. Effective November 1, 2025, this Amended and Restated NRL supersedes and replaces the Negotiated Rate Letter Agreement by and between the Parties dated April 1, 2024.

Accepted and agreed to this 26th day of September, 2025.

Virginia Natural Gas, Inc.

By: 

Title: Vice President, Gas Supply Operations

Date: 9/26/2025

Columbia Gas Transmission, LLC

By: 

Title: Vice President

Date: 09/26/2025

*JR*

Columbia Gas Transmission, LLC

By: 

Title: VP Marketing

Date: 09/26/2025

*DH*

*EF*

**ATTACHMENT B**  
**NEGOTIATED RESERVATION RATES**

<b>Primary Receipt Point(s)</b>	<b>Primary Delivery Point(s)</b>	<b>Transportation Demand</b>	<b>Initial Term</b>	<b>Daily Demand Rate*</b>	<b>Daily Commodity Rate*</b>	<b>Rate Schedule</b>
E13 Emporia, VA-34 (833081)	30VN Norfolk (831010)	100,000 Dth/d	In-Service Date through twenty (20) years, thereafter.	\$1.1718/Dth/day	FTS-VRP maximum applicable commodity rate.	FTS

\* The following terms apply:

- Negotiated Daily Demand Rate applies for the Initial Term of the Service and each Extended Term and is subject to adjustment in accordance with the Cost Sharing provisions and Tax Rate Adjustment provisions set forth below.
- Tax Rate Adjustment: If at any point prior to the actual In-Service Date of the TCO’s Virginia Reliability Project (“Project”), the federal corporate income tax rate increases or decreases from the federal corporate income tax rate in effect as of the Effective Date of this Precedent Agreement (“Effective Tax Rate”), then the Negotiated Daily Demand Rate shall be increased or decreased, as applicable, by \$0.0138 per Dth for each 1.0 percent (rounded to the nearest whole percent) change from the Effective Tax Rate, and Shipper shall pay the applicable increased or decreased Negotiated Daily Demand Rate during the Initial Term and any Extended Term(s).
- In addition to the Negotiated Daily Demand Rate and Daily Commodity Rate, Shipper shall pay all maximum applicable demand and commodity surcharges specified under Rate Schedule FTS set forth in the Transporter’s FERC Gas Tariff, Fourth Revised Volume No. 1 (“Tariff”), as such may change from time to time. In the event that FERC ever approves any modernization surcharge that would apply to Project capacity, Shipper shall pay the modernization surcharge (collectively, the Negotiated Daily Demand Rate, the Daily Commodity Rate, and all of the foregoing being the “Project Rate”).
- If during the Initial Term of the Service and/or any Extended Term, TCO’s maximum Tariff recourse rate under Rate Schedule FTS are, or are expected to be, greater than the Negotiated Daily Demand Rate then TCO may require Shipper to convert its Negotiated

Daily Demand Rate to an equivalent discounted daily reservation rate (\$1.35/Dth adjusted, if applicable, in accordance with the Cost Sharing provisions set forth below), and Shipper shall continue to pay all other components of the Project Rate without modification thereto.

- In addition to the above, Shipper shall pay the fuel retention rate, applicable to the Project capacity as approved by FERC (such rate shall either be incremental or, if rolled-in treatment is approved, Transporter's general system fuel rate applicable to Transporter's Rate Schedule FTS, as such may change from time to time), as well as the electric compression power costs ("EPCA") rate applicable to the Project capacity as approved by FERC (such rate shall either be incremental or, if rolled-in treatment is approved, Transporter's general system EPCA Rates applicable to Transporter's Rate Schedule FTS, as such may change from time to time).

### **Secondary Points:**

Shipper shall have secondary receipt point and delivery point access under Transporter's Rate Schedule FTS pursuant to the terms and conditions of the Tariff at no incremental charge.

### **Cost Sharing:**

Transporter and Shipper shall share any actual Project construction cost overruns or savings compared to the Estimated Costs (defined below) on a 50/50 basis via an adjustment to Shipper's original Negotiated Daily Demand Rate (i.e., \$1.35/Dth); provided, however, that such adjustment would be subject to a rate adjustment cap or floor of plus or minus \$0.20/Dth. Any such adjustment to Shipper's Negotiated Daily Demand Rate shall be effective beginning on the actual In-Service Date based on the Project's then-estimated final costs, and adjusted, if necessary, to keep the Parties whole as if the actual Project costs were known as of the actual In-Service Date, as soon as administratively feasible based on the Project's final cost report filed with FERC, but not later than the first anniversary date of the actual In-Service Date. Shipper would have a one-time audit right to be exercised and completed no later than thirteen (13) months after the first (1st) anniversary date of the actual In-Service Date, at Shipper's sole cost and expense, to review Transporter's books and records as reasonably necessary to verify the actual construction costs associated with the Project.

To effectuate such cost sharing, Shipper's Negotiated Daily Demand Rate shall be adjusted as follows:

To the extent Actual Project Costs (defined below) exceed Estimated Project Costs (as further defined below), Shipper's Negotiated Daily Demand Rate shall be multiplied by the Capital Cost Overrun Factor ("**CCO Factor**"). The CCO Factor shall be equal to  $1 + [(CCO/EPC) \times 50\%]$ . In no event shall the CCO Factor exceed 1.1481.

To the extent Actual Project Costs (defined below) are less than Estimated Project Costs (as further defined below), Shipper's Negotiated Daily Demand Rate shall be multiplied by the Capital Cost Underrun Factor ("**CCU Factor**"). The CCU Factor shall be equal to  $1 - [(CCU/EPC) \times 50\%]$ . In no event shall the CCU Factor be less than 0.8519.

**"Actual Project Costs"** or **"APC"** shall mean all costs and expenses actually incurred and paid by Transporter, including trailing costs up to twelve (12) months subsequent to the actual In-Service Date, to complete the Project in the manner contemplated by the Project Precedent Agreement by and between Transporter and Shipper dated and effective as of July 15, 2021, including but not limited to (a) all costs and expenses incurred and paid for the engineering, design, permitting, construction, pipeline and equipment procurement, installation and start-up of the Project, including all compression costs, (b) all costs and expenses actually incurred and paid for environmental, right-of-way, legal, consultant, construction management, and regulatory activities, (c) all direct and allocated internal overhead and administrative costs, provided that such costs are consistent with industry standards, and (d) an allowance for funds used during construction ("**AFUDC**") computed in accordance with FERC regulations. Transporter shall maintain books and records reasonably necessary for Shipper to verify the APC.

**"Estimated Project Costs"** or **"EPC"** shall mean all costs and expenses that are projected to be incurred and paid by Transporter to complete the Project in the manner contemplated by this Agreement, including but not limited to (a) all costs and expenses projected to be incurred and paid for the engineering, design, permitting, construction, pipeline and equipment procurement, installation and start-up of the Project, including all compression costs, (b) all costs and expenses projected to be incurred and paid for environmental, right-of-way, legal, consultant, construction management, and regulatory activities, (c) all direct and allocated internal overhead and administrative costs, provided that such costs are consistent with industry standards, (d) AFUDC computed in accordance with the FERC regulations, and (e) a contingency amount equal to at least 10% of (a) and (b). For purposes of determining the adjustment to Shipper's Negotiated Daily Demand Rate pursuant to this provision, the Parties agree that the Estimated Project Costs shall be equal to \$243,000,000.

**"Capital Cost Overrun"** or **"CCO"** shall be an amount in U.S. dollars equal to the difference between the APC and the EPC, if APC exceeds EPC.

**"Capital Cost Underrun"** or **"CCU"** shall be an amount in U.S. dollars equal to the difference between the APC and the EPC, if APC is less than EPC.