

Columbia Gas Transmission, LLC  
FERC NGA Gas Tariff  
Baseline Tariffs  
Proposed Effective Date: April 16, 2019  
Service Agreement No. 139085 – Virginia Power Services Energy Corp., Inc.  
Option Code A

NTS SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this 15 day of April, 2019, 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No. 1 ("Tariff"), on file with the Federal Energy Regulatory Commission (Commission), as the same may be amended or superseded in accordance with the rules and regulations of the Commission.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 April 16, 2019, 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, or unless as provided in Sections 3. a) through 3. g) below. 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). 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 sheets. 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 NTS recourse base rate effective on February 1, 2019, established in the settlement filed on December 18, 2015, in Docket RP16-314 (of 24.07 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 25.63 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 Service Agreement shall be addressed to it at 700 Louisiana St., Suite 700, Houston, Texas 77002-2700, Attention: Customer Services and notices to Shipper shall be addressed to it at Virginia Power Services Energy Corp., Inc., 120 Tredegar Street - Clearinghouse, 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 Agreements: NTS 139085, Revision No. 2.

Section 6. Credit Annex. The credit requirements appended hereto to 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.

7/1/80  
X  
VIRGINIA POWER SERVICES ENERGY  
CORP., INC.

By

Title

Date

*Sherry A. Miller*

Authorized Representative

04/15/2019

COLUMBIA GAS TRANSMISSION,  
LLC

By

Title

Date

*Kay Pennington*  
Director, Transportation  
Accounting and Contracts

4/15/19

Appendix A to Service Agreement No. 139085  
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>
04/16/2019	04/14/2034	0	10/1 - 3/31
04/16/2019	04/14/2034	224,000	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>
04/16/2019	04/14/2034	INV	Inventory Admin Point			0		1/1 - 12/31
04/16/2019	04/14/2034	P10	TCO POOL	P10	TCO POOL	0		10/1 - 3/31
04/16/2019	04/14/2034	P10	TCO POOL	P10	TCO POOL	224,000		4/1 - 9/30
04/16/2019	04/14/2034	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>
04/16/2019	04/14/2034	842564	Warren Co.	842564	Warren Co.	0			10/1 - 3/31
04/16/2019	04/14/2034	842564	Warren Co.	842564	Warren Co.	224,000			4/1 - 9/30
04/16/2019	04/14/2034	INV	Inventory Admin Point			0			1/1 - 12/31
04/16/2019	04/14/2034	STOR	RP Storage Point TCO			0			1/1 - 12/31



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 9,334 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. 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   X   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.

  X   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

Title

Date

*Deborah A. Miller*  
Authorized Representative  
04/15/2019

COLUMBIA GAS TRANSMISSION, LLC

By

Title

Date

*Karen L. Smith*  
Director, Transportation Accounting  
4/15/19