

SECOND AMENDMENT TO SERVICE AGREEMENT UNDER RATE SCHEDULE GSS

THIS SECOND AMENDMENT ("Second Amendment") is entered into this ____ day of _____, 202_ by and between TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC, a Delaware limited liability company, hereinafter referred to as "Seller", first party, and PHILADELPHIA GAS WORKS, by Philadelphia Facilities Management Corporation in its capacity as operator and manager of the municipally owned Philadelphia Gas Works pursuant to an Agreement with the City of Philadelphia dated December 29, 1972, as amended, hereinafter referred to as "Buyer", second party.

WITNESSETH

WHEREAS, Seller and Buyer are parties to that certain Service Agreement dated July 1, 1996, as amended July 9, 2012, under Seller's Rate Schedule GSS, pursuant to which Seller provides natural gas storage service for Buyer (Seller's Contract No. 1000791, "Service Agreement") (which Service Agreement superseded the Service Agreement between Buyer and Seller dated October 1, 1993); and

WHEREAS, the primary term of the Service Agreement expires on March 31, 2023; and

WHEREAS, Seller's firm storage service under Rate Schedule GSS is supported, in part, by a contract for storage service purchased from Dominion Energy Transmission, Inc. ("DTI"), pursuant to an agreement dated June 28, 2012 under DTI's Rate Schedule GSS ("Original Storage Service Agreement"); and

WHEREAS, Eastern Gas Transmission and Storage, Inc. ("EGTS"), a stand-alone subsidiary of Berkshire Hathaway Energy, acquired the gas transmission and storage assets of DTI effective November 2, 2020, and became DTI's successor-in-interest under the Original Storage Service Agreement; and

WHEREAS, EGTS and Seller have negotiated for an extension of the Original Storage Service Agreement through March 31, 2028; and

WHEREAS, Seller and Buyer desire to continue the natural gas storage service under Seller's Rate Schedule GSS for an additional five years ending March 31, 2028 under the terms of the Service Agreement.

NOW THEREFORE, Seller and Buyer hereby agree as follows:

1. Effective as of April 1, 2023, Article IV of the Service Agreement is hereby deleted in its entirety and replaced by the following:

"ARTICLE IV
TERM OF AGREEMENT

This agreement shall be effective July 1, 1996 and shall remain in force and effect for a period ending March 31, 2028."

2. The parties to this Second Amendment hereby acknowledge that Paragraph 1 of the Amendment to the Service Agreement Under Rate Schedule GSS dated July 9, 2012 ("First Amendment") contained a change to the unit of measure used in the original Service Agreement Under Rate Schedule GSS dated July 1, 1996 that was not formally memorialized in said First Amendment. The parties hereby agree that all quantities of gas to be stored or delivered under this Second Amendment shall be measured in dekatherms ("DT/Dt").

3. Except as herein amended, the Service Agreement shall remain in full force and effect pursuant to the terms thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be signed by their respective officers or representatives thereunto duly authorized.

TRANSCONTINENTAL GAS PIPE LINE
COMPANY, LLC
(Seller)

By _____

Print Name Hector Alatorre

Title Director, Commercial Sales

PHILADELPHIA GAS WORKS by
Philadelphia Facilities Management
Corporation
(Buyer)

By _____

Print Name _____

Title _____