NOTICE OF AWARD OF CONTRACT

TO: WASHINGTON GAS ENERGY SERVICES  
13865 SUNRISE VALLEY DRIVE, STE 200  
HERNDON, VA 20171  

DATE ISSUED: DECEMBER 21, 2012  
CURRENT REFERENCE NO: 608-13  
CONTRACT TITLE: Natural Gas

THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

Your firm is awarded the above referenced contract. The contract term covered by this Notice of Award is effective DECEMBER 1, 2012 and expires on NOVEMBER 30, 2015.

This is the INITIAL year of a possible THREE year contract.

CONTRACT PRICING:

AMENDMENT 1

ATTACHMENTS:

RIDER AGREEMENT NO. 608-13

EMPLOYEES NOT TO BENEFIT:
NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

_________________________________________  _______________________________________
VENDOR CONTACT: KENT PETERSON  VENDOR TEL.
NO.:703-793-7548

VENDOR PAYMENT TERMS: NET 30 DAYS  VENDOR FAX.
NO.:703-793-0668

VENDOR EMAIL: KPETERSON@WGES.COM

_________________________________________  _______________________________________
COUNTY CONTACT: JOHN MORRILL  TELEPHONE
NO.:703-228-4426

EMAIL ADDRESS: JMORRILL@ARLINGTONVA.US

_________________________________________  _______________________________________
CONTRACT AUTHORIZATION  DISTRIBUTION

Elizabeth Dooley, CPPO, CPBP  VENDOR:
Assistant Purchasing Agent  BID FOLDER: 1  

1/17/13  1
RIDER AGREEMENT NO. 608-13

THIS AGREEMENT (hereinafter "Agreement") is made, on the date of its execution by the County, between Washington Gas Energy Services, 13865 Sunrise Valley Drive, Suite 200, Herndon, VA 20171 ("Contractor"), a Delaware corporation authorized to transact business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration and quantity(ies) specified herein or specified in a County Purchase Order referencing this Agreement, agree as follows:

1. CONTRACT DOCUMENTS
The Contract Documents consist of this Agreement, Exhibit A (Pricing) Exhibit B (Amendment 001 to NG-1-2012-1) together with any exhibits and amendments issued or applicable thereto (collectively, "Contract Documents" or "Contract"). This Agreement rides a contract awarded to the Contractor by City of Alexandria, VA and extended by the Contractor to the County on the same terms and conditions as the Contractor’s agreement with City of Alexandria, and substituting the phrases "County Board of Arlington County" or "Arlington County", as appropriate, for the phrase City of Alexandria wherever that phrase [those phrases] appear(s) in the Contract Documents. Where the terms of this Agreement vary from the terms and conditions of the other Contract Documents, the terms and conditions of this Agreement shall prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties’ agreement which is not contained in the Contract Documents.

2. CONTRACT TERM
The Contractor’s provision of goods and/or services for the County ("Work") shall commence on December 1, 2012 and shall be completed no later than November 30, 2015 ("Contract Term"), subject to any modifications as provided for in the Contract Documents. Upon satisfactory performance by the Contractor and with the concurrence of the Contractor, the County may authorize continued operations of the Contractor under the same contract unit prices for not more than two additional twelve (12) month periods from December 1, 2015 to November 30, 2017 (each such period shall be referred to as a "Subsequent Contract Term").

3. CONTRACT PRICING
The County will pay the Contractor in accordance with the terms of the Payment paragraph below, at the unit prices set forth in Exhibit A for Commodity provided by the Contractor, as described and required in the Contract Documents, and accepted by the County.

If the Contractor and the County do not agree on a contract amount for a Subsequent Contract Term using the procedure set forth above by the thirtieth (30th) calendar day prior to the final day of the Initial Contract Term or any Subsequent Contract Term, the County may in its sole discretion terminate the Contract whether or not the County has previously elected to extend the Contract’s term. The contract amount/unit price that changed as a result of this procedure shall become effective on the anniversary date of the Contract and shall be binding on the parties for the duration of the next Subsequent Contract Term.
4. PAYMENT
Payment will be made by the County to the Contractor within thirty (30) days after receipt by the County Project Officer of an invoice detailing the Work provided by the Contractor, and accepted by the County. The Project Officer will either approve the invoice or require corrections. The number of the County Purchase Order pursuant to which authority goods or services have been performed or delivered shall appear on all invoices.

5. SCOPE OF WORK
The Contractor agrees to provide the goods described in the Contract Documents (hereinafter "the Work"). The primary purpose of the Work is to provide natural gas to Arlington County.

6. PROJECT OFFICER
The performance of the Contractor is subject to the review and approval of the County Project Officer ("Project Officer") who shall be appointed by the Director of the Arlington County department or agency which seeks to obtain the Work pursuant to this Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work pursuant to the Contract Documents.

7. COUNTY PURCHASE ORDER REQUIREMENT
County purchases are authorized only if a County Purchase Order is issued in advance of the transaction. A Purchase Order must indicate that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the ordering agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense.

8. NON-APPROPRIATION
All funds for payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County’s written notice.

9. PAYMENT OF SUBCONTRACTORS
The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractor under this Contract:
a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or

b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

10. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED
During the performance of this Contract, the Contractor agrees as follows:

A. The Contractor will not discriminate against any employee or applicant or employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

B. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an Equal Opportunity Employer.

C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities.

E. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.
11. **EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED**

In accordance with §2.2-4311.1 of the Code of Virginia, 1950, as amended, the Contractor acknowledges that it does not, and shall not during the performance of this Contract for goods and/or services in the Commonwealth, knowingly employ an unauthorized alien as that term is defined in the federal Immigration Reform and Control Act of 1986.

12. **DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR**

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor by Arlington County in accordance with the Arlington County Purchasing Resolution, the employees of which contractor are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

13. **INDEMNIFICATION**

The Contractor covenants for itself, its employees, and subcontractors to save, defend, hold harmless and indemnify the County, and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards, and commissions (collectively the "County" for purposes of this section) from and against any and all claims made by third parties or by the County for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, demands or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the work called for by the Contract Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses, including, but not limited to, reasonable attorneys' fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the County, and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.
14. RELATION TO COUNTY
The Contractor is an independent contractor and neither the Contractor nor its employees or subcontractors will, under any circumstances, be considered employees, servants or agents of the County. The County will not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, servants or agents. The County will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits or the Contractor. Furthermore, the County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by the County for its employees.

15. DISPUTE RESOLUTION
All disputes arising under this Contract, or its interpretation, whether involving law or fact, or extra work, or extra compensation or time, and all claims for breach of contract shall be submitted to the Project Officer for decision at the time of the occurrence or beginning of the work upon which the claim is based, whichever occurs first. Any such claim shall state the facts surrounding it in sufficient detail to identify it, together with its character and scope. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than sixty (60) days after final payment. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Arlington County Purchasing Resolution, is fifteen (15) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Arlington County Purchasing Resolution, which is incorporated herein by this reference. A copy of the Arlington County Purchasing Resolution is available upon request from the Office of the Purchasing Agent. The Contractor shall not cause a delay in the Work pending any decision of the Project Officer, County Manager, County Board, or a court of law.

16. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION
This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing its Work pursuant to this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

17. FORCE MAJEURE
The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond control of the Contractor, and outside and beyond the scope of the Contractor's then current, by industry standards, disaster plan, that make performance impossible or illegal, unless otherwise specified in the Contract.

The County shall not be held responsible for failure to perform its duties and responsibilities imposed by the Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond control of the County that make performance impossible or illegal, unless otherwise specified in the Contract.

18. NOTICES
Unless otherwise provided herein, all notices and other communications required by this Contract shall be deemed to have been given when made in writing and either (a)
delivered in person, (b) delivered by an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO THE CONTRACTOR:


TO THE COUNTY:

John Morrill, Project Officer
Arlington County OSEM
2100 Clarendon Blvd, #705
Arlington, VA 22201

AND

Richard D. Warren, Jr., Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

19. ARLINGTON COUNTY BUSINESS LICENSES
The Contractor must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060.

20. INSURANCE REQUIREMENTS
The Contractor shall provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force the coverage types and minimum amounts below prior to the start of any Work under this Contract and upon any contract extension.

Arlington County, and its officers, elected and appointed officials, employees, and agents shall be named as additional insureds on all policies, except Workers Compensation, Auto, and Professional Liability. A copy of the Additional Insured endorsement, or an "Acord" certificate with the additional insured endorsement box checked for all policies that include an additional insured endorsement, must be provided by the Contractor to the County Purchasing Agent prior to the execution of this Contract and any Contract extension. Failure to provide such documentation shall result in cancellation of the award or of the Contract.

The Contractor agrees to maintain such insurance until the completion of this Contract or as otherwise stated in the Contract Documents. All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia, with a rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Insurance Guides, and acceptable to the County. The
minimum insurance coverage types and amounts shall be:

Workers Compensation - Virginia Statutory Workers Compensation coverage including Virginia benefits and employers liability with limits of $100,000/100,000/500,000.

Commercial General Liability - $1,000,000 combined single limit coverage with $1,000,000 general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability, Independent Contractors, and Products Liability.

The general aggregate limit shall apply to this project. Evidence of Contractual Liability coverage shall be typed on the certificate.

Additional Insured - Arlington County shall be named as an additional insured in the Contractor’s Commercial General Liability policy; evidence of the Additional insured endorsement shall be typed on the certificate.

Cancellation - A thirty (30) day notice of cancellation or nonrenewal in writing shall be furnished by the Contractor’s insurance carrier(s) or insurance agent(s) to the County Purchasing Agent.

Contract Identification - The insurance certificate shall state contract number and title.

Business Automobile Liability -- $500,000 Combined Single Limit (Owned, non-owned and hired).

The Contractor shall carry Professional Liability insurance which will pay for injuries arising out of errors or omissions in the rendering, or failure to render professional services under the contract, in the amount of $1,000,000.

No acceptance or approval of any insurance by the County shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon the Contractor by the provisions of the Contract Documents.

The Contractor shall be responsible for the work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the work. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work, until final acceptance of the work by the County.

The Contractor shall be as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

Notwithstanding any of the above, the Contractor may satisfy its obligations under this section by means of self insurance for all or any part of the insurance required, provided that the alternative coverages are acceptable to the County.
WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

AUTHORIZED SIGNATURE: ____________________________

NAME: RICHARD D. WARREN, JR.
TITLE: PURCHASING AGENT
DATE: 11/20/12

WASHINGTON GAS ENERGY SERVICES

AUTHORIZED SIGNATURE: ____________________________

NAME AND TITLE: Vic President & General Counsel
DATE: 11/20/12
**EXHIBIT A**
To Rider 008-13

**Solicitation & Award Page**

**Amendment 001**

Contractor to complete sections 8, 15A, 15B, and 15C.

<table>
<thead>
<tr>
<th>Award/Contract Amendment</th>
<th>Amendment 001</th>
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<td>1. Contract Number</td>
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<tr>
<td>sep 16C</td>
<td>1</td>
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<tr>
<td>3. Request/Purchase Request/Project No</td>
<td>Natural Gas Supply NG-I: 2012-01</td>
</tr>
<tr>
<td>4. Issued By:</td>
<td>Arlington County, Virginia</td>
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<td>5. Administered by:</td>
<td>(if other than line 4)</td>
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<tr>
<td>6. Name and Address of Contractor (Dio, street, city, county, state and zip)</td>
<td>Washington Gas Energy Services</td>
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<tr>
<td>7. Delivery</td>
<td>Other</td>
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<td>8. Submit invoices to the address shown in Section 6.2</td>
<td>(2 copies unless otherwise specified)</td>
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<td>9. Shop Drawings for</td>
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<td>10. Payment will be made by</td>
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<td>11. Remit Address:</td>
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<td>12A. Item</td>
<td>12B. Supplies/Services</td>
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<td>3. Carbon Offsets</td>
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**Amendment (01): October 19, 2012**

Section 5.1.3 is replaced in entirety with the following:

Burnettrap & Beetle Burnettrap: Burnettrap indicates the point of use for Natural Gas Supply at the Buyer's facility. Beetle Burnettrap is the line item of price associated with transporting the Natural Gas Supply that includes the Basis Charge plus any applicable LDC fees not directly billed to the Buyer associated with the delivery of Natural Gas Supply from the Utility to the Buyer such as balancing, peaking, pooling, and storage fees. Basis Burnettrap shall not include fees associated with promulgated regulatory changes or public utility fees that are realized during the contract term and are not published by the applicable governing body and are not quantifiable at the date of Contractor's bid solicitation ("Regulatory/Utility Fees"). Contractor may pass through Regulatory/Utility Fees to the applicable Buyer. No other costs will be considered for the Basis Burnettrap. The Buyers shall not be liable for any Contractor expenses, fees, and penalties that may be associated with nominations, balancing, and cash outs.

**13. CONTRACTOR'S NEGOTIATED AGREEMENT:** (Contractor is required to sign this document and return 2 copies to issuing office.) Contractor agrees to furnish and deliver all items per the contract terms and conditions, for the consideration stated herein. The rights and obligations of the parties to this Agreement shall be subject to and governed by the following documents: (a) this executionand, (b) the solicitation, as amended, and (c) such provisions, representations, conditions, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

**14. AWARD:** (Contractor is not required to sign this document.) Your offer on Solicitation number is accepted for the following amount. The amounts or changes made by which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award acceptance. No further contractual document is necessary.

<table>
<thead>
<tr>
<th>15A. Name and Title of Signer (Type or print)</th>
<th>15B. Date Signed</th>
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<tr>
<td>Steven L. Wootan, PE</td>
<td>10/24/12</td>
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<tr>
<th>16A. Name of Contracting Officer</th>
<th>16B. Date Signed</th>
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<tbody>
<tr>
<td>Elizabeth B. Dodson</td>
<td>11/20/12</td>
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(Original Signature Authorized in Apr)
**EXHIBIT A**

**To Rider 608-13**

**Solicitation & Award Page**

**Amendment 001**

Contractor to complete sections 8, 15A, 15B, and 15C.

<table>
<thead>
<tr>
<th>Award/Contract Amendment</th>
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<td>2. Effective Date</td>
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<td>See 10C</td>
<td>Natural Gas Supply NG-I - 2012-01</td>
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<td>4. Effective Date</td>
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<td>5. Administered by (if other than line 4)</td>
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<td>6. Name and Address of Contractor (No. street, city, county, state and 2p Code, Telephone Number)</td>
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<tr>
<td>Washington Gas Energy Services 13865 Sunrise Way Falls Church, VA 22042 703-938-7549</td>
<td></td>
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<tr>
<td>7. Description of Service (FOB Origin)</td>
<td>Other</td>
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<td>8. Submit invoices to the Address shown in Section 6.2 (2 copies unless otherwise specified)</td>
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<td>9. Ship To/Mark For Code</td>
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<td>10. Payment will be made by Code</td>
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<td>11. Remit Address</td>
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<th>Unit Price</th>
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**Total Amount:** $5,006.24

**Amendment 001: October 19, 2012**

Section 6.7.3 is replaced in its entirety with the following:

Burnetrip & Basla Burnetrip: Burnetrip indicates the point of use for Natural Gas Supply at the Buyer’s facility. Basla Burnetrip is the line item of price associated with transporting the Natural Gas Supply that includes the Basis Citygate plus any applicable LDC fees not directly billed to the Buyer associated with the delivery of Natural Gas Supply from the Citygate to the Burnetrip such as balancing, peaking, pooling, and storage fees. Basla Burnetrip shall not include fees associated with prorated regulatory changes or public utility fees that are realized during the contract term and are not published by the applicable governing body and are not quantifiable at the date/time of Contractor’s bid submission ("Regulatory/Utility Fees"). Contractor may pass through Regulatory/Utility Fees to the applicable Buyer. No other costs will be considered for the Basla Burnetrip. The Buyers shall not be liable for any Contractor expenses, fees, and penalties that may be associated with nominations, balancing, and cash out.

13. **CONTRACTOR’S NEGOTIATED AGREEMENT** (Contractor is required to sign this document and return 20 copies to issuing office.) Contractor agrees to furnish and deliver all items, perform all the services set forth or otherwise identified above and on any continuation sheets, for the consideration stated herein. The rights and obligations of the parties to this Agreement shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, as amended, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

14. **AWARD** (Contractor is not required to sign this document.) Your offer on Solicitation Number including the additions or changes made by which additions or changes are set forth in full above, if hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government’s solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

15A. Name and Title of Signer (Type or print)

15B. Signature of person authorized to sign

16A. Name of Contracting Officer

16C. Date Signed