

WASHINGTON GAS LIGHT COMPANY

Firm Delivery Service Gas Supplier Agreement

Rate Schedule No. 9

AVAILABILITY

For qualified Competitive Service Providers (CSPs) where:

- A. The CSP executes a contract or consent form with the customer, as applicable, or the CSP receives customer agreement through the Internet or through a recorded telephone call requesting service under Firm Delivery Service Rate Schedule Nos. 1A, 2A, or 3A to transport gas to the Company's city gate for the account of such customer or customers. Service under said contract or consent form Internet or phone agreement through telephonic registration shall begin as described under EXCHANGE OF REQUIRED INFORMATION. The CSP is responsible for such notification and it shall include, but not be limited to, the customer's name, Company account number, length of contract, and the amount of capacity requested pursuant to the Capacity Assignment as described below.
- B. A failure by a CSP to either provide its customers' daily required volume (DRV) for five calendar days in a month, or for five consecutive calendar days over any time period or to reconcile a FAILURE TO DELIVER THE DRV, as described below may be considered a breach of contract and the contract will be considered terminated at the Company's sole discretion. The applicable customer shall be returned to sales service at that time at no charge to the customer. Under such circumstances the customer will be billed under the Company's appropriate rate schedule. However, if the customer wishes to be provided service by another CSP, and that CSP complies with the requirements of this rate schedule, the customer can initiate service with that CSP as described under EXCHANGE OF REQUIRED INFORMATION.

Under the above circumstances, the applicable CSP shall be responsible for, in addition to any other charge pursuant to the Company's Firm Delivery Service Rate Schedule(s), any penalty, fine or cost incurred by the Company as a result of such breach and termination.

ISSUED: September 8, 2006

For service rendered on and after October 16, 2006

Adrian P. Chapman - Vice President, Operations, Regulatory Affairs & Energy Acquisition

Firm Delivery Service Gas Supplier Agreement – Rate Schedule No. 9 (Continued)

- C. The CSP executes a Gas Supplier Application Agreement with the Company to provide service to customers and agrees to abide by the terms and conditions of this rate schedule. A sample form of the Gas Supplier Application and Agreement is annexed to Rate Schedule No. 9 as Exhibit I. If a CSP does not comply with the requirements of this Rate Schedule, e. g., the Creditworthiness subsection of this Rate Schedule or any other provision, the CSP may be subject to restrictions on its participation under this Rate Schedule or disqualification from participation. CSPs will be notified of such action as described under EXCHANGE OF REQUIRED INFORMATION of this Rate Schedule.
- D. A Capacity Assignment is required to the extent described under that caption within this Rate Schedule. The Capacity Assignment shall immediately revert to the Company upon the expiration or early termination of the contract between the CSP and its customer(s).
- E. If a customer decides to terminate service with a CSP and such CSP confirms its willingness to terminate the contract, such customer may return to Sales Service under the conditions specified under NOTICE OF RETURN TO SALES SERVICE. If such customer wishes to be provided service by another CSP, and that CSP complies with the requirements of this Rate Schedule, said customer can initiate service by that CSP subject to the following:
 - a) Service will be initiated by the new CSP and discontinued by the former CSP as provided for under EXCHANGE OF REQUIRED INFORMATION of this Rate Schedule.
 - b) Any imbalance existing at that time will be reconciled through the former CSP's Imbalance Account.
 - c) The capacity assigned under the Capacity Assignment, as fully described below, shall revert back to the Company. Under such conditions, the new CSP will be assigned the capacity.
- F. The CSP satisfies the Company's credit requirements as defined in this Schedule.
- G. The Company will distribute to interested CSPs a list of customers eligible to receive firm delivery service and who have not exercised their right to opt out of such list. Such a list of eligible customers shall include, for each eligible customer, the service and billing addresses, either an account number, a service delivery point or universal identifier, as applicable, meter reading date or cycle, wholesale delivery point, if applicable, rate class and up to twelve months of cumulative historic energy usage and annual peak demand information as available. The customer list shall be updated semi-annually by the Company. The CSP shall use the most recent customer list available from the company in its marketing efforts.

ISSUED: September 8, 2006

For service rendered on and after October 16, 2006

Adrian P. Chapman - Vice President, Operations, Regulatory Affairs & Energy Acquisition

Firm Delivery Service Gas Supplier Agreement – Rate Schedule No. 9 (Continued)

- H. The CSP shall provide, for Internet enrollment, renewal, renegotiations and cancellation information transfer between the customer and the CSP, a secure environment to ensure the privacy of customer information. A CSP who is unable to produce a Customer Consent Form under Rate Schedule No. 1A, or a contract or consent form under either Rate Schedule Nos. 2A or 3A, or to provide a copy of the customer's "Email", if enrolled through the Internet, when requested by the Company will be charged a penalty of \$30 to cover the cost of transferring the customer to sales service. If the customer agreement was acquired through a recorded telephone call and the CSP is unable to produce the recording of such a call when requested by the Company, the CSP will be charged a penalty of \$30. Further such recordings shall be maintained by the CSP for the length of the customer contract and such recordings shall be made in conformance with all applicable federal and state laws.
- I. The CSP agrees, in writing, to notify the Company of any significant known and/or anticipated changes in any of its customers' daily requirements. Such notification should include, but not be limited to, changes in the rate schedule under which a customer receives service from the Company.
- J. The CSP, prior to committing to provide service under this rate schedule, must notify the customer that an automatic meter reading device may be installed, utilizing the customer's telephone line during non-core time periods for the purpose of sampling usage data. The sampling will be used to evaluate the balancing requirements of the customer's rate schedule.
- K. The CSP agrees to enter into a contract with the Company to transfer title of gas for injections of gas in storage for their imbalance account under the Company's pipeline storage contracts whenever, in the opinion of the Company, such injections are required. Title shall revert back to the CSP when such volumes are withdrawn from their imbalance account. This contract shall be made at no cost or charge to either party; however, for the provision of such service the Company will bill the marketer for the incremental costs to the Company of such transactions.

ISSUED: September 8, 2006

For service rendered on and after October 16, 2006

Adrian P. Chapman - Vice President, Operations, Regulatory Affairs & Energy Acquisition

Firm Delivery Service Gas Supplier Agreement - Rate Schedule No. 9 (Continued)

DEFINITIONS

- A. **DRV (Daily Required Volumes):** The amount of CSP gas to be delivered/received daily as determined by the Company and within the minimum/maximum interstate pipeline volume requirements as provided by the Company in accordance with this Rate Schedule to be delivered by the interstate gas pipeline(s) to the Company's city gate each day.
- B. **Imbalance Account.** The imbalance account shall represent the cumulative balance of daily delivered/received volumes authorized by the company that are higher or lower than the CSPs actual customer requirements on any day. Nominations of such volumes may be made from a CSP's gas in storage for their imbalance account by delivering higher or lower than the daily specified DRV volumes, as long as the nominations fall within the daily storage injections or withdrawal parameters as specified on the CSP Imbalance Account Template provided to all CSP's at the beginning of each summer/winter. The injection/withdrawal parameters mirror those of the interstate pipeline.
- C. **Operational Flow Order (OFO):** A communication from the Company indicating that a CSP's deliveries of gas may adversely impact the safe and reliable operation of the Company's distribution system. The Company has the right to require the CSP to take action which, in the sole judgment of the Company, will positively impact the operations of the system and may include, but is not limited to, the following: 1) discontinuing delivery of the CSP's gas, or 2) requiring the CSP, where possible, to provide the delivery to a different receipt point on its system. Where access to different receipt points is not available to a CSP, that CSP and Washington Gas should work together to preserve the safety and integrity of the distribution system.

The following is an example of one of many possible conditions which might prompt the Company to issue an OFO. This example is illustrative only and may not reflect expected conditions. Example: Under normal operating conditions, Washington Gas is able to accommodate delivery of Competitive Service Providers' flowing natural gas to any of the Company's interstate pipeline gate stations. However, should one of the interstate pipelines experience a malfunction that limits the volume of flowing natural gas on their system, Washington Gas may need to redirect delivery to the gate stations that are not affected. In this instance, a condition on the interstate pipeline system would result in Washington Gas issuing an OFO that restricts the use of the subject interstate pipeline for deliveries of natural gas to the Company's city gate.

- D. **Critical Day:** A day when the operational conditions are deemed critical by the Company such that the average daily temperature is expected to be 32 degrees Fahrenheit or lower. The Company has the right to require the CSP to take action on any Critical Day in compliance with an OFO.

ISSUED: February 8, 2007

For service rendered on and after January 10, 2007

Adrian P. Chapman - Vice President, Operations, Regulatory Affairs & Energy Acquisition

Firm Delivery Service Gas Supplier Agreement - Rate Schedule No. 9 (Continued)

- E. Weather Gas: Customer usage that is seasonally affected by temperature (heat use and/or cool use).
- F. Base Gas: Customer usage that is not seasonally affected by temperature and is constant year round (i.e. water heating, cooking).

BALANCING

All Balancing Charges shall be billed to CSPs pursuant to General Service Provision No. 24.

The Company will calculate the DRV by a) multiplying the CSP's weather gas factor, as estimated by the Company, times the forecasted HDD's, b) adding the base gas and c) adjusting the results to produce, in the aggregate of all CSPs and the Company, the Company's total estimated sendout for that day. The CSPs base and weather use factors will be based on such factors for each of its customers as estimated by the Company. The result of this calculation shall be adjusted for lost and unaccounted-for gas and Company Use and wet to dry measurement basis. The DRV can be delivered through a combination of flowing gas supplies and by adjustments to the Imbalance Account as long as in the case of withdrawals, the supplier's Imbalance Account does not become negative. Failure to deliver the DRV occurs whenever a CSP's DRV is more or less, after taking into consideration Imbalance Account deliveries, than actual deliveries to the city gate. Such over-or under-deliveries will be reconciled as set forth as herein described under FAILURE TO DELIVER THE DRV.

At the end of each month, the Company will calculate the difference between customer's actual requirements and actual deliveries for the customer's account as provided by the customer's CSP for the month, taking into consideration any adjustments from prior periods. Differences, if they occur, will be reconciled annually by an adjustment to the CSP's DRV for the summer months (June-July-August).

Imbalance Account trading will be allowed up to 2 business days after the month. CSPs interested in imbalance account trading shall contact the Company, and the Company and the CSPs will cooperate to facilitate the imbalance account trading. The Company will maintain a list of CSPs with Imbalance Account Inventories.

Firm Delivery Service Gas Supplier Agreement – Rate Schedule No. 9 (Continued)

RESPONSIBILITY FOR GAS DELIVERY

The CSP shall have delivered the Company specified DRV to the Company's city gate each day unless failure to deliver is due to force majeure as defined in this schedule and subject to the Company's operational ability to accept the DRV at the delivery point mutually specified by the CSP and the Company. The CSP shall be deemed to have met its delivery obligations under this Rate Schedule if, after taking into account the CSP's Imbalance Account activity for such day (either withdrawals from, or additions to, the CSP's Imbalance Account), the CSP has nominated, and the upstream transporter has confirmed, receipts equal to the CSP's DRV for redelivery to the Company's city gate.

FAILURE TO DELIVER THE DRV

Failure to deliver the DRV occurs whenever a CSP fails to deliver its DRV, after taking into account the CSP's Imbalance Account activity for such day (either withdrawals from, or additions to, the CSP's Imbalance Account). Unless the Company has issued an OFO, the CSP must reconcile this failure to deliver, whether an over- or an under- delivery, within 48 hours of the failure to deliver the DRV. If the Company issues an OFO, there shall be no grace period to reconcile a failure to deliver. If an OFO has not been issued and the failure to deliver the DRV is not reconciled within 48 hours, then the following applies:

The CSP shall be charged a penalty of \$25 per Dth of under-delivery in addition to any penalty, fine or cost incurred by the Company as a result of the under-delivery. If the Company declares a Critical Day, the CSP must supply the DRV. On a Critical Day, penalties for under-delivery at the rate of \$50 per Dth of under-delivery will accrue as of the date of the under-delivery.

In the event that the CSP has delivered more than its DRV, the CSP may be charged a penalty of \$25 per Dth of over-delivery, unless otherwise directed by the Company to over-deliver its DRV.

Firm Delivery Service Gas Supplier Agreement – Rate Schedule No. 9 (Continued)

If, in the Company's opinion, a CSP's deliveries of gas may impact the operation of the Company's distribution system, the Company has the right to: 1) refuse delivery of the CSP's gas, or 2) require the CSP to have the gas delivered to a different receipt point on the Company's system. The Company agrees to issue an OFO Order no later than 10 a.m. for next day deliveries. A penalty of \$25 per Dth will apply for CSPs not in compliance with an OFO. The above penalties shall be in addition to any penalty, fine, charge or cost incurred by the Company as a result of any under- or over- delivery of gas by the CSP. In addition, the CSP shall be charged for all under- or over-deliveries, per Dth, at TRANSCO's Zone 6, Non-New York commodity rate.

EXCHANGE OF REQUIRED INFORMATION

The following procedures shall be followed by the Company and the CSP to exchange the information required to serve customers:

1. By the ninth calendar day of the month (next business day if holiday or weekend), each CSP shall electronically provide to the Company a list of customers to be supplied by that CSP during the following month. The CSP may request a special meter reading in which case service may become effective on the date of the special meter reading. The Company shall perform the requested special meter reading as promptly as working conditions permit and shall bill the CSP for such special meter reading at a rate of \$30 per read. Further, during the enrollment process, if the Company receives a request from a CSP to cancel a customer's participation or if a customer notifies the Company of the customer's request to cancel such participation, the Company will, normally within one business day, terminate the enrollment process of such customer. If the Company receives notice from a customer to cancel the customer's participation, the Company shall electronically notify the CSP, normally within one business day, of such customer's cancellation. Further, if the Company renders a final bill to a customer it shall electronically notify the customer's CSP of such action.
2. A CSP shall begin delivery of the DRV for each new customer enrolled in firm delivery service on the first calendar day of the month following receipt by the Company of notification from the customer's CSP, in accordance with this Rate Schedule, of the customer's intent to take such service. Written notification by the CSP representing that it is in possession of such contract(s) will suffice for this notification requirement.

ISSUED: September 8, 2006

For service rendered on and after October 16, 2006

Adrian P. Chapman - Vice President, Operations, Regulatory Affairs & Energy Acquisition

Firm Delivery Service Gas Supplier Agreement - Rate Schedule No. 9 (Continued)

3. By 10 a.m. Eastern time each day the Company shall provide to each CSP the CSP's minimum and maximum gas deliveries and the required allocation of such deliveries by Washington Gas' gate station(s) for the following gas day beginning at 10 a.m. In addition, the Company will provide CSPs a five-day forecast of their estimated deliveries.
4. Any notice to CSPs provided for and/or required under the Company's Firm Delivery Service Rate Schedules shall be made by postings to its Gas Management System (GMS). It shall be the responsibility of the CSP to monitor the GMS and comply with its postings. The Company may supplement such notification through the use of other means of communication.
5. It is the responsibility of the CSP to notify the Company of the unavailability or inaccessibility of the GMS to the CSP. Such notification must be made within twelve hours of the time of failure to access the GMS. Absent such notification the CSP is deemed to have received all communications and is responsible for complying with all postings.
6. Questions concerning data posted to the GMS, and related billing transactions, must be brought to the attention of the Company within sixty days of its posting. It is the responsibility of the CSP to bring such questions to the attention of the Company. Any billing complaints or requests for adjustments arising from GMS posted data beyond this time frame will not be recognized by the Company.
7. A CSP must electronically notify the Company of the CSP's intent to discontinue service to a customer. The Company shall, normally within two business days, electronically respond to the CSP that will acknowledge (i) receipt of the notice and (ii) the date that the CSP's service to said customer is scheduled to terminate.
8. Prior to imposing a non-emergency restriction on, or disqualification from, participation under this Rate Schedule, the Company shall notify the CSP of the impending restrictions or disqualification and its effective date, the action or inaction that precipitated such restriction or disqualification and the actions, if any, that the CSP may make to avoid the restriction or disqualification. Such notice shall be in writing and sent to the CSP and the SCC's Division of Energy Regulation and Division of Economics and Finance via fax or overnight delivery.

ISSUED: September 8, 2006

For service rendered on and after October 16, 2006

Adrian P. Chapman - Vice President, Operations, Regulatory Affairs & Energy Acquisition

Firm Delivery Service Gas Supplier Agreement - Rate Schedule No. 9 (Continued)

CREDITWORTHINESS

Prior to Washington Gas approving a CSP's participation in the Company's Firm Delivery Service program, the CSP must demonstrate to the Company's satisfaction that it has met and continues to meet the creditworthiness criteria set forth in this section.

The CSP must provide acceptable credit collateral if the CSP does not have an unsecured long-term debt rating of BBB- or higher from Standard & Poor's and Fitch, and Baa3 or higher from Moody's. If one ratings agency assigns a lower rating but other two are at or above the proper level, then a corporate guarantee will suffice in lieu of posting collateral. CSPs that do not have the required credit rating must provide Washington Gas with credit security in the form of a letter of credit, cash deposit, surety bond, or guaranty of payment from an entity whose unsecured long-term debt ratings match the criteria shown above. The Company's requirements for the acceptable credit securities are specified in the COLLATERAL REQUIREMENTS section below.

CREDIT COLLATERAL AMOUNT

The required collateral amount shall be the product of risk components for (1) volume, (2) price, and (3) time, computed in the following manner:

1. The volume component shall be the CSP's DRV for a 34.9° F day adjusted for a 25% peaking credit and a 25% storage credit.
2. The price component shall be the prior-three-year average of the monthly January midpoint Transco Zone 6 Non-New York gas price.
3. The time component shall be ten calendar days.

ISSUED: September 8, 2006

For service rendered on and after October 16, 2006

Adrian P. Chapman - Vice President, Operations, Regulatory Affairs & Energy Acquisition

Firm Delivery Service Gas Supplier Agreement - Rate Schedule No. 9 (Continued)

COLLATERAL REQUIREMENTS

General terms:

1. As an initial credit measure, the Company will assess CSPs joining the Firm Delivery Service program for the first time a \$10,000.00 security amount. However, larger amounts may be required if the estimated risk exposure calculations so warrant.
2. The Company will notify CSPs of required collateral amounts for the winter season during the first week of September.
3. If a CSP is required to provide credit security, such security shall be greater than or equal to the amount derived using the formula found in the above Credit Collateral Amount section.
4. Effective Date: CSPs shall provide the required collateral by no later than October 1. If the required collateral is not in place by the respective due date, the Company will suspend the CSP's ability to add new customers until the required collateral is provided to the Company. If the required collateral is not in place by November 1st, the CSP will be disqualified from serving customers in the Company's service area in Virginia.
5. Validity Term: The minimum required validity term for winter credit collateral is November 1 through March 31 of the following year. After March 31, Washington Gas will use reasonable best efforts to return collateral in a timely manner to the CSP.
6. The required collateral may be called upon to satisfy any costs incurred by the Company related to the CSP's participation in the Firm Delivery Service program, including, but not limited to, legal and collection costs associated with the CSP's failure to comply with the terms and conditions of the Company's applicable tariffs and the General Service Provisions.
7. The Company reserves the right to require collateral if none is currently held under the following circumstances: if there is a material adverse event that may affect the CSP's or its Guarantor's financial condition, ownership or corporate structure; if there occurs a transfer, sale, or assignment of a material portion of the CSP's or its Guarantor's assets; if the CSP or its Guarantor files a petition for bankruptcy; if the CSP's assets come into the possession of a receiver, trustee, or custodian; or if a good faith determination is made by the Company that the CSP's operating conditions or other factors result in increased risks to the Company.
8. Time Limits: If the Company requires an increase or change in credit collateral based on any of the circumstances described in Paragraph 7 above, the CSP shall provide the required credit collateral within 15 calendar days of the Company's demand. If the required credit collateral is not received within 15 calendar days, the Company will have the right to disqualify the CSP from serving customers in the Company's service area.

Firm Delivery Service Gas Supplier Agreement - Rate Schedule No. 9 (Continued)

9. In the event of a dispute between the Company and the CSP regarding the amount of credit security, the CSP shall give notice to the Company that it disputes the credit security within five business days of receipt of the request for security; however, the CSP must provide the disputed amount to the Company prior to any resolution of the dispute. If dispute is decided in favor of the CSP the disputed amount will be returned to the CSP with interest at the one-month AA non-Financial Commercial Paper Rate published in Federal Reserve Board publication H-15 on the date the notice of dispute is received by the Company.
10. Upon notification by the Company to the CSP that the CSP no longer satisfies the credit criteria or has failed to timely pay any bill rendered under this schedule, the CSP's participation under this tariff may be subject to restrictions, such as restrictions on the enrollment of new customers, or the supplier may be disqualified from participation under this tariff. CSPs will be notified of such action as described under the EXCHANGE OF REQUIRED INFORMATION section of this tariff. Such restriction or disqualification, once imposed by the Company, shall continue until such time as the CSP remedies the basis for the imposition of such restriction or disqualification to the Company's satisfaction.
11. The Company is not liable for any loss, cost, damage or expense occasioned by an error in the calculation of the CSP's allocated design day requirements. The CSP shall warrant that, at the time of delivery of gas to the Company, it will have good title to deliver all gas volumes. The Company shall have no liability with respect to all gas delivered prior to its delivery to the Company's City Gate or after its re-delivery to the CSP's customers.

ACCEPTABLE CREDIT COLLATERAL

In an amount equal to or greater than the required collateral amount, the following forms of credit collateral are acceptable to the Company:

1. Cash Deposit: If a CSP chooses to provide cash deposit as the credit collateral, funds must be wire transferred to the Company's corporate account in accordance with directions provided by the Company. All cash deposits will earn interest at the one-month AA non-Financial Commercial Paper Rate published in Federal Reserve Board publication H-15 until the funds are returned to CSPs.

Firm Delivery Service Gas Supplier Agreement - Rate Schedule No. 9 (Continued)

2. Letter of Credit: If a CSP chooses to provide credit collateral in the form of a letter of credit, it must be issued by a bank with an unsecured long-term debt rating of BBB- or higher by Standard & Poor's and Fitch and Baa3 or higher by Moody's. In the case of a split credit rating, the lowest of the ratings will be utilized to determine the acceptability of the bank. A letter of credit shall be substantially in the form shown in Exhibit II. If the provider of the letter of credit prefers a different form, then such letter of credit shall reflect only the documentary requirements found in either (1) or (2) of the attached format and will reflect Special Conditions (A) through (D) found in the format shown in **Exhibit II**.
3. Surety Bond: If a CSP chooses to provide a surety bond as the credit collateral, it must be from a surety company with an AM Best rating of A-/VIII or better. A surety bond shall be substantially in the form shown in **Exhibit III**.
4. Payment Guarantee must be from an entity with the minimum credit ratings described above. A payment guarantee by a guarantor shall be substantially in the form shown in **Exhibit IV**. In addition, the Guarantor must provide the following:
 - A Certificate of Authority of the individual signing the contract and/or ancillary documents;

Documented evidence acceptable to the Company demonstrating that the Guarantor has a financial interest in the CSP and can guarantee this type of transaction for the CSP.

CSP'S RESPONSIBILITY TO COOPERATE WITH THE COMPANY

The provisions of Rate Schedules No. 1A, 2A or 3A are predicated upon the CSP's cooperation not to materially affect the Company's operations. Continued failure to cooperate following a single warning by the Company shall, in the opinion of the Company, result in restrictions in their participation under this Rate Schedule or disqualification from participation. CSPs will be notified of such action as described under EXCHANGE OF REQUIRED INFORMATION of this Rate Schedule. To be reinstated as a qualified Delivery Service CSP, in addition to meeting all other applicable qualification criteria, the CSP shall deposit with the Company for a period of one year, a security deposit in the amount of the product of (1) the CSP's DRV, (2) 30 days and (3) the Purchased Gas Charge (General Service Provision No. 16), all determined at the time the CSP applies for re-qualification. At the conclusion of one year and upon the CSP's request, the CSP's security deposit shall be returned to the CSP if there has not been another occurrence of non-compliance with the delivery requirements by the CSP. If there is an additional occurrence of non-compliance with delivery requirements during the one-year period, the security deposit shall be forfeited and the CSP shall be ineligible for requalification for an additional consecutive year.

CSP'S RESPONSIBILITY TO COOPERATE WITH THE CUSTOMER

Each CSP providing service under this Rate Schedule shall:

Cooperate with the Company, and the Virginia State Corporation Commission to answer inquiries and resolve disputes for all customers receiving service under a Firm Delivery Service Rate Schedule. In addition, all customer complaints received by both the CSP and the Company shall be made available to the Virginia State Corporation Commission upon request, in such form and with such frequency as the Virginia State Corporation Commission may require.

Firm Delivery Service Gas Supplier Agreement - Rate Schedule No. 9 (Continued)

As part of this ongoing cooperation:

1. CSP must provide a telephonic means for customers receiving service under a Firm Delivery Service Rate Schedule to obtain information on their account and a method to resolve disputes with the CSP.
 2. For the Virginia State Corporation Commission's use in complaint handling, CSP will, upon the request of the Virginia State Corporation Commission, provide copies of all informational materials and standard contracts, including updates to these materials if substantially changed. CSP will also provide copies of individual contracts to the Virginia State Corporation Commission, as needed, in order to resolve customer complaints.
 3. Each CSP shall cooperate with the Company and the Virginia State Corporation Commission, to answer inquiries (such as Commission issued data requests) and resolve disputes. CSPs must provide a contact person to work with the Virginia State Corporation Commission's Staff with the authority to resolve customer complaints and inquiries received by the Virginia State Corporation Commission Staff. The Company will then notify the CSP fifteen (15) days before the effective date of such sanctions with the following information: (1) the date of initiation of the sanction(s), (2) the sanction(s) to be applied, and (3) the basis of the action.
- B. Provide no less than a thirty (30) day notice of termination of services of a Consent Form between the CSP and the residential customer for non-payment of the customer gas cost.

CAPACITY ASSIGNMENT

A capacity assignment will be made by the Company to approximate each customer's design day requirements. This assignment shall be comprised of firm transportation, storage (the Company will retain the contractual rights to this capacity but allow the CSP to utilize it when necessary) and peaking. Such assignment will be determined by the Company based on the Company's gas purchasing portfolio mix at that point in time. This capacity assignment shall be mandatory. The levels of each type of supply shall be determined by the Company and re-evaluated/recalculated as necessary for allocation of capacity resources and monthly for allocation among all participating CSPs.

If a customer requests to return to sales service, the associated assigned capacity shall return to the Company for use in serving the customer. This would occur whether at contract expiration or if the Customer returns prior to contract expiration.

Firm Delivery Service Gas Supplier Agreement - Rate Schedule No. 9 (Continued)

STORAGE GAS INVENTORY

1. If a CSP receives an assignment of gas in storage for their imbalance account on April 1 then that CSP must purchase a prorata portion of the Company's storage gas inventory at that time. If a CSP receives an assignment of gas in storage for their imbalance account at any other time then the CSP must purchase from the Company an amount of storage gas inventory necessary so that based on pro rata injections, the CSP has the total amount required by the end of the injection period, October 31st of each year. The purchase price shall be determined based on the volumes purchased, as if they had been injected into storage on a prorata basis over the time from the prior April 1st at the injection price paid by the Company during those months.
2. If the requirement for storage gas inventory occurs after the end of the injection period then the CSP must purchase the amount of storage gas inventory that the Company would have remaining on its books applicable to the CSP's customers. The price for such purchases shall be the weighted average rate of storage gas inventory on the Company's books at the time.
3. All purchase prices, as determined above, shall include carrying costs based on the Company's then authorized pre-tax rate of return.
4. If the CSP's requirements are decreased then the CSP must sell to the Company the amount of storage gas inventory no longer required and it shall be priced as described in 1 or 2 above. If the CSP's requirements are increased and that change coincides with the beginning of the injection period the Company will inject, on a prorata basis, the CSP's requirements and bill the CSP at the prices paid by the Company during those months.
5. The Company's storage gas inventory "cash out" (purchase/sell) as described above shall occur monthly.

EQUALIZATION CHARGE

An Equalization Charge shall be computed and billed to CSPs applicable to service during the current billing month. The Equalization Charge shall be the product of: (1) the Equalization charge which shall be the difference between the average cost per Dth of all Firm Transportation capacity under contract by Company during the determination period, and the cost per Dth of actual capacity released to marketers during the same period and (2) the Dths of Firm Transportation capacity assigned to the supplier. Such charge is subject to re-determination to be effective with annual ACA for the December billing period each year.

Firm Delivery Service Gas Supplier Agreement – Rate Schedule No. 9 (Continued)

FORCE MAJEURE FOR FAILURE TO DELIVER THE DRV

Force Majeure, for purposes of this Schedule, shall be any sudden, unforeseeable event which causes a physical inability to transport gas to or receive gas at the designated point of delivery and which could not have been prevented or overcome by the reasonable efforts of the party claiming Force Majeure. In the event of Force Majeure, the CSP shall give as soon as possible after the occurrence of Force Majeure written notice and full particulars of such Force Majeure including the extent, if any, to which the CSP remains able to carry out its obligations and a good faith estimate of when the CSP expects to recover its ability to fully perform.

COST RESPONSIBILITY

The CSP shall be responsible for the payment of any tax or assessment levied by any jurisdiction related to the acquisition, delivery or use of delivered gas.

LIABILITY LIMITS

The Company shall not be liable for any loss, cost, damage or expense occasioned by the calculation of the DRV. The CSP shall warrant that, at the time of delivery of gas to the customer, it will have good title to deliver all gas volumes. The Company shall have no liability with respect to all gas delivered prior to its physical delivery to the Company or after its re-delivery to the Customer.

PAYMENT TERMS

Bills are due and payable upon presentation. The final date for payment of the net amount shown on the bill is 20 days from the date of rendition of the bill. Failure to receive the bill does not excuse the CSP from payment obligations and payments shall be made without regard to any counterclaim whatever. Bills remaining unpaid at the expiration of the net payment period shall be subject to a Late Payment Charge equal to one percent of the unpaid bill and at the end of each nominal thirty-day billing interval thereafter an additional charge will be made equal to one and one-half percent of any total amount which remains unpaid at that time.

ISSUED: September 8, 2006

For service rendered on and after October 16, 2006

Adrian P. Chapman - Vice President, Operations, Regulatory Affairs & Energy Acquisition

Firm Delivery Service Gas Supplier Agreement – Rate Schedule No. 9 (Continued)

GAS QUALITY STANDARDS

The CSP warrants that gas delivered to the Company conforms to the quality standards stated in the transporting interstate gas pipeline's FERC approved Tariff.

BILLING

At the request of a CSP, the Company will include the CSP's billing amount on the Company's bill. The Company will charge the CSP \$200 per month in addition to 50¢ per account each month. Billing by the Company of the CSP's charges shall be performed under a "rate-ready" protocol. The terms and conditions of such service will be stated in a separate contract between the CSP and the Company. This contract will be filed with the Commission.

STANDARDS OF CONDUCT

In operation of the Company's Firm Delivery Service Rate Schedules, the Company will adhere to the Following Standards of Conduct:

- A. The Company must apply tariff provisions relating to firm delivery services on a non-discriminatory basis to all similarly situated CSPs, shippers and customers, regardless of affiliation.
- B. Any discount, rebate, or fee waiver for utility service offered by the Company to any CSP or customer shall be offered contemporaneously on a non-discriminatory basis to all similarly situated CSPs and customers, regardless of affiliation.
- C. The Company must process all similar requests for firm delivery service in the same manner and within the same approximate period of time.
- D. The Company shall not disclose to any CSP information related to the transportation, sales or marketing of natural gas that the company receives from (i) a customer or CSPs, (ii) a potential customer, or (iii) any agent or contractor of such customer or potential customer, of (iv) any other entity seeking to supply gas to a customer or potential customer, unless such customer, agent, CSP, or other entity authorizes disclosure of such information.
- E. To the extent the Company provides to any CSP information related to the transportation, sales or Marketing or natural gas, including but not limited to the Company's customer lists, the Company shall make such information available by posting it on its electronic bulletin board. The Company must maintain a log describing the requests for and provision of such information to CSPs and the dates such information was provided. Such log shall be retained and made available to the Commission upon request on a confidential basis. Nothing in this paragraph shall require the Company to disseminate to all CSPs competitively sensitive information requested by a CSP and supplied by the Company. This paragraph shall not apply to daily operational data provided by the Company to any CSP in the ordinary course of conducting business.

ISSUED: September 8, 2006

For service rendered on and after October 16, 2006

Adrian P. Chapman - Vice President, Operations, Regulatory Affairs & Energy Acquisition

Firm Delivery Service Gas Supplier Agreement - Rate Schedule No. 9 (Continued)

- F. The Company shall not condition or tie its agreements for gas supply or for the release of interstate pipeline capacity to any agreement by a CSP, customer or other third party in which its gas marketing affiliate is involved, unless such agreement is made available to other CSPs.
- G. To the maximum extent practicable, the Company's operating employees and the operating employees of the gas marketing affiliate must function independently of each other. This includes complete separation of the Company's gas procurement activities from the marketing affiliate's gas procurement activities. This provision shall not preclude the Company from procuring gas from its marketing affiliate in the normal course of business, nor releasing capacity under FERC approved rules.
- H. If a customer requests information about CSPs, the Company shall provide a list of all CSPs operating on its system, but shall not endorse any CSP nor indicate that any CSP will receive a preference because of an affiliate relationship. The Company's gas marketing affiliate shall not communicate to customers the idea that any advantage might accrue to the customer because of the affiliate's relationship with the Company.
- I. The Company and its gas marketing affiliate shall keep separate books of accounts and records.
- J. The Company shall establish a dispute resolution procedure to address complaints, which shall be filed with the Commission. Such procedure shall comply with the Commission's order in Case No. PUE980812.
- K. Joint advertising and marketing is not allowed between the Company and an affiliated CSP unless also offered to all CSPs at the same terms and conditions.
- L. The Company will monitor and document the transfer of employees between the Company and an affiliated CSP, including a list of employees transferred and a description of their job duties.

REVENUE ACCOUNTING

Revenues received from penalties and other charges imposed through this rate schedule shall be credited in the calculation of the Purchased Gas Charge set forth in General Service Provision No. 16.

GENERAL SERVICE PROVISIONS

Except as otherwise specifically provided herein, the application of this schedule is subject to the General Service Provisions of the Company as they may be in effect from time to time, and as filed with the State Corporation Commission.

ISSUED: September 8, 2006

For service rendered on and after October 16, 2006

Adrian P. Chapman - Vice President, Operations, Regulatory Affairs & Energy Acquisition

WASHINGTON GAS LIGHT COMPANY

GAS SUPPLIER APPLICATION AND AGREEMENT - RATE SCHEDULE NO. 9
VIRGINIA

A. APPLICANT INFORMATION

Date _____

Applicant Name _____
(Legal name under which business is licensed)

Business Name _____

Address _____

City _____ State _____ Zip _____

Telephone Number () _____ Tax ID Number _____

Type of Business _____

Application to deliver gas to customers in (mark all that apply):

District of Columbia

Maryland

Virginia

B. CREDIT INFORMATION

As of the date of this application, the Applicant states that it meets the following standards:

1. The Applicant is licensed as a gas supplier by the Public Service Commissions of the District of Columbia (to provide service in District of Columbia) and/or Maryland (to provide service in Maryland) and/or the Virginia State Corporation Commission (to provide service in Virginia). The Applicant must provide a copy of all applicable licenses when submitting this Application.
2. The Applicant agrees to comply fully with the Washington Gas Creditworthiness requirements as stated in its tariffs.

C. TARIFFS AND GENERAL SERVICE PROVISIONS

Applicant agrees to comply with the provisions of Washington Gas's currently effective rate schedules, tariffs, and the General Service Provisions on file and approved by the appropriate public service commissions, as they may be amended or superseded by those regulatory authorities, and which are hereby incorporated by reference in this Application.

WASHINGTON GAS LIGHT COMPANY

GAS SUPPLIER APPLICATION AND AGREEMENT - RATE SCHEDULE NO. 9
VIRGINIA

D. REPRESENTATION, AUTHORIZATION AND ACCEPTANCE

The Applicant represents that all information and documentation provided with respect to this Application is true, accurate and complete in all respects. Applicant agrees to comply with the federal and state requirements to supply natural gas, to comply with the tariffs regulating operations on the Washington Gas system, to comply with the operating procedures of Washington Gas. Applicant authorizes Washington Gas to contact trade references and financial institutions regarding the operations of the Applicant. If the application is accepted, Applicant will receive a copy signed by Washington Gas, confirming that all required information has been submitted and that Applicant has been accepted to deliver gas to customers.

ACCEPTED:

Authorized Officer, Member or General Partner of Applicant (please type or print)

Signature of Authorized Person

Title

Date

If the application is denied, Applicant may request a statement of the reason for such action, provided that such request is made within sixty (60) days of notification by Washington Gas.

ISSUED: July 13, 2006

For service rendered on and after October 16, 2006

Adrian P. Chapman - Vice President, Operations, Regulatory Affairs & Energy Acquisition

WASHINGTON GAS LIGHT COMPANY

IRREVOCABLE STANDBY LETTER OF CREDIT - RATE SCHEDULE NO. 9
VIRGINIA

Applicant:

Company name:

Address:

Attn: _____, Phone: _____, Fax: _____

Beneficiary:

Washington Gas Light Company

101 Constitution Avenue NW, Washington, DC 20080

Attn: Manager, Risk Analysis and Mitigation

Phone: 202-624-6561 Fax: 202-624-6161

Credit Number: _____

Effective Date: _____

We hereby establish our Irrevocable Standby Letter of Credit in favor of Washington Gas Light Company ("Beneficiary"), for the aggregate amount not exceeding _____ United States Dollars (\$_____.00), available to the Beneficiary for payment at sight upon demand at our counters at _____ on or before the expiration hereof against presentation to us one of the following :

Either (1) a copy of a commercial invoice(s) marked "UNPAID" accompanied by a statement of the Beneficiary, signed by an authorized representative of the Beneficiary, stating that the invoice was presented to applicant in accordance with the terms and conditions of the Washington Gas Light Company tariffs/rate schedules/ General Service Provisions which governs the business relationship between the Beneficiary and the applicant, and remains unpaid, or

(2) a statement by Beneficiary, signed by an authorized representative of Beneficiary, stating that the applicant has violated the terms and conditions of the Washington Gas Light Company tariffs/rate schedules/ General Service Provisions that is governing the business relationship between the Beneficiary and the applicant and that applicant's violation has caused Beneficiary to incur costs/expenses/damages of \$_____, that Beneficiary has demanded payment of applicant, but that the amount remains outstanding.

SPECIAL CONDITIONS:

- A) All letter of credit charges are for the account of the Applicant.
- B) Partial and multiple drawings are permitted hereunder however drawings cannot exceed the total value of this letter of credit.
- C) We hereby agree with you that documents drawn under and in compliance with the terms of this Letter of Credit shall be duly honored upon presentation as specified.
- D) The current expiration date of this letter of credit is _____. It is a condition of this letter of credit that it shall be deemed automatically extended without amendment for six months from the current and/or future expiration date(s) unless thirty (30) days prior to any expiration date we (issuing/confirming bank) send a notice to you (the beneficiary) by registered mail that we the issuing bank/confirming bank elect not to consider this Letter of Credit renewed for any such additional period.

This Letter of Credit shall be governed by the Uniform Customs and Practice for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500 (the "UCP").

ISSUED: September 8, 2006

For service rendered on and after October 16, 2006

Adrian P. Chapman - Vice President, Operations, Regulatory Affairs & Energy Acquisition

WASHINGTON GAS LIGHT COMPANY
PERFORMANCE BOND - RATE SCHEDULE NO. 9
VIRGINIA

Performance Bond

Bond Number: _____

KNOW ALL MEN BY THESE PRESENTS:

That, _____ as Principal, hereinafter called Competitive Service Provider ("CSP"), and, _____, of _____, a corporation duly organized under the laws of _____, as Surety, hereinafter called Surety, are held firmly bound unto Washington Gas Light Company as Obligee, hereinafter called Owner, in the amount of _____ Dollars (\$_____), for the payment whereof CSP and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, CSP is an active participant of the Washington Gas Light Company's Firm Delivery Service program, and the CSP is obligated to comply with the terms and conditions of the Washington Gas Light Company's tariffs/rate schedules/General Service Provisions that govern(s) the Firm Delivery Service program (hereinafter referred to as the Contract).

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CSP shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by Owner.

Whenever CSP shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default.

This bond expires on _____. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this _____ day of _____, _____.

Witness (1) to Signature of Principal

Signature of an Officer or Principal

Print Name & Title of Witness (1)

Print Name & Title of Principal

Witness (2) to Signature of Principal

Surety Company

Print Name & Title of Witness (2)

Signature of Attorney-in-Fact

ISSUED: September 8, 2006

For service rendered on and after October 16, 2006

Adrian P. Chapman - Vice President, Operations, Regulatory Affairs & Energy Acquisition

WASHINGTON GAS LIGHT COMPANY

**GUARANTY - RATE SCHEDULE NO. 9
VIRGINIA**

This Guaranty is executed as of the _____ day of _____, 200__ between _____, a _____ corporation (the "Guarantor") and Washington Gas Light Company, a District of Columbia and Virginia corporation (the "Counterparty").

Whereas, _____, a _____ corporation (the "Company") and a _____ of Guarantor desires to participate in the Counterparty's Firm Delivery Service program (the "Program") pursuant to the terms and conditions of the Counterparty's Tariffs, Rate Schedules, and General Service Provisions that govern(s) the Program (collectively, the "Agreement(s)"), and

Whereas, Counterparty will not allow Company to participate in the Program unless Company provides proof of creditworthiness, and

Whereas, it is to Guarantor's benefit that Company participate in the Program.

The Guarantor agrees as follows:

1. Subject to the limits set forth herein, Guarantor hereby absolutely, irrevocably and unconditionally guarantees the prompt payment of sums due under the Agreement(s), that are now or may hereafter become payable to Company, including interest and expenses of all collection and counsel fees incurred by Company by reason of Company's default. This is a guaranty of payment and not of collection.
2. The obligation of Guarantor is a primary and unconditional obligation and covers all obligations of Company to Company that arise under the Agreement(s). This obligation shall be enforceable before or after proceeding against Company and shall be effective regardless of the solvency or insolvency of Company at any time, or the extension or modification of the indebtedness of Company by operation of law.
3. This guaranty shall remain in full force and effect until the earlier of (i) the termination of the Agreement(s), or (ii) thirty (30) days after Counterparty's receipt of written notice of revocation of this Guaranty from Guarantor. Termination shall not eliminate Guarantor's liability occurring under transactions entered into prior to such termination, including any subsequent interest or late charges; provided however, termination of this Guaranty shall relieve Guarantor of any liability for transaction occurring after such termination, including any subsequent interest or late charges.
4. The Guarantor waives notice of acceptance of this guaranty, diligence, presentment, demand, protest, notice of dishonor, and notice of transactions with Company, as well as all other suretyship defenses.

ISSUED: September 8, 2006

For service rendered on and after October 16, 2006

Adrian P. Chapman - Vice President, Operations, Regulatory Affairs & Energy Acquisition

WASHINGTON GAS LIGHT COMPANY

**GUARANTY - RATE SCHEDULE NO. 9
VIRGINIA**

5. Upon making any payment hereunder, the Guarantor shall be subrogated to the rights of Counterparty against the Company with respect to such payment, provided that Guarantor shall not enforce any right or receive any payment by way of subrogation until all of the obligations of Company to Counterparty under the Agreement(s) then due shall have been paid in full, and Counterparty agrees to take, at Guarantor's expense, such steps as the Guarantor may reasonably request to implement such subrogation.
6. Notwithstanding anything in this guaranty to the contrary, Guarantor's liability under this guaranty and the Counterparty's right of recovery shall be limited to an aggregate amount of _____ and 00/100 Dollars (\$_____00). Guarantor's liability hereunder shall be and is specifically limited to payments expressly required to be made under the Agreement(s) (even if such payments are deemed to be damages); and in no event, shall Guarantor be subject hereunder to consequential, exemplary, equitable, loss of profits, punitive or other damages, except to the extent specifically provided in the Agreement(s) to be due from Company.

In witness whereof, the Guarantor has caused this guaranty to be executed as of the date first written above.

(Guarantor) _____
Signed By: (Name and Title)

ISSUED: September 8, 2006

For service rendered on and after October 16, 2006

Adrian P. Chapman - Vice President, Operations, Regulatory Affairs & Energy Acquisition