

**AMENDMENT NO. 5
TO THE
AMENDED AND RESTATED
AGREEMENT FOR THE PROVISION OF
ELECTRIC SERVICE TO MUNICIPALITIES
AND COUNTIES OF THE
COMMONWEALTH OF VIRGINIA
FROM VIRGINIA ELECTRIC AND POWER COMPANY**

THIS AMENDMENT No. 5 (“Amendment No. 5”) is made and entered into as of June 17, 2022 (the “Effective Date”) by and between **VIRGINIA ELECTRIC AND POWER COMPANY**, a Virginia public service corporation (“Dominion Energy Virginia” or the “Company”), and **VIRGINIA ENERGY PURCHASING GOVERNMENTAL ASSOCIATION**, a joint powers association representing member units of political subdivisions of the Commonwealth of Virginia (“VEPGA”). This Amendment No. 5 revises the *Amended and Restated Agreement for the Provision of Electric Service to Municipalities and Counties of the Commonwealth of Virginia from Virginia Electric and Power Company* made and entered into on August 1, 2019 (“Agreement”), as initially amended by Amendment No. 1 made and entered into as of June 26, 2020 (“Amendment No. 1”), as further amended by Amendment No. 2 made and entered into as of June 25, 2021 (“Amendment No. 2”), as further amended by Amendment No. 3 made and entered into as of August 31, 2021 (“Amendment No. 3”), and as further amended by Amendment No. 4 made and entered into as of March 9, 2022 (“Amendment No. 4”). Dominion Energy Virginia and VEPGA shall be referred to hereafter collectively as the “Parties.” Any capitalized terms not defined herein shall be given the meaning ascribed to them in the Agreement or in Amendment Nos. 1, 2, 3, or 4, as applicable.

RECITALS

WHEREAS, the Agreement addresses the VEPGA Generation RACs, VEPGA Rider T-CM, the VEPGA Distribution RACs, and VEPGA Fuel Charge Rider A (collectively, the “Original RACs”), Amendment No. 2 provides the updated revenue requirements for the Original RACs for usage on and after July 1, 2021 through and including June 30, 2022, as contemplated by the Agreement, Amendment No. 3 provides a change in REC pricing for Rider G-CM, and Amendment No. 4 implements an interim Fuel Charge Rider A effective April 1, 2022 through June 30, 2022; and

WHEREAS, Section C of the Agreement provides a mechanism by which the Parties may add new rate adjustment clauses during the term of the Agreement. Accordingly, the Parties agreed in Amendment No. 1 to implement VEPGA Rider US-4-CM for the Company’s new Solar Projects and Rider E-CM for the Company’s environmental projects (the “2020 RACs”) and subsequently agreed in Amendment No. 2 to implement Rider CE-CM for the CE-1 Solar Projects rate adjustment clause, Rider RBB-CM for the Rural Broadband rate adjustment clause, Rider RGGI-CM for the Regional Greenhouse Gas Initiative (“RGGI”) market-based trading program rate adjustment clause, and Rider RPS-CM for the Renewable Energy Portfolio Standard Program rate adjustment clause (the “2021 RACs”). In Amendment No. 3, the Parties agreed to implement a change to the REC pricing for Rider G-CM and agreed to delay implementation of Rider PIPP-CM for the Percentage of Income Payment Program until July of 2022; and

WHEREAS, the Agreement in Section C. 1 a. and b. directs that if total capital expenditures

for Dominion Energy Virginia's Grid Transformation Plan ("GT Plan") are less than \$983.7 million as of June 30, 2022 (which represents the Total Rate Period capital expenditure less a \$50 million collar as set forth on Page 1, Column of Attachment D to the Agreement), then Dominion Energy Virginia will provide a credit to VEPGA. Such credit will be based on an amount to be agreed to by October 31, 2022 following Dominion Energy Virginia's report to VEPGA by August 31, 2022 on the total credits that would be due (collectively, "GT Plan Provisions"); and

WHEREAS, the Agreement in Section M directs that if the Parties extend the Agreement or execute a new Agreement, the VEPGA Fuel Charge Rider A and the VEPGA rate adjustment clauses will be based on Dominion Energy Virginia's January 25, 2022 proposal ("Riders Carry Forward Provisions");

WHEREAS, the Agreement in Section B provides for the term of the Agreement to extend through and including June 30, 2022, and the Parties have mutually agreed to further extend such term; and

WHEREAS, the Parties have also agreed to VEPGA annualized revenue requirements for base rates, the Original RACs, the 2020 RACs, the 2021 RACs, and the 2022 RACs for the July 1, 2022 through June 30, 2023 rate year, and that the terms of this agreement shall be documented in Amendment No. 6, which will be executed before July 1, 2022.

NOW, THEREFORE, in consideration of the mutual covenants in this Amendment No. 5 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The term of the Agreement in Section B shall be extended from June 30, 2022 to through and including June 30, 2023 ("Extended Term"). As such, the Parties agree that all terms of the Agreement, including its Amendment Nos. 1, 2, 3, and 4, shall remain in effect through and including the Extended Term except as specifically addressed herein.

2. The GT Plan Provisions shall take effect as though the term of the Agreement had expired on June 30, 2022. This means that (a) any credit based on calculating GT Plan capital expenditures as of June 30, 2022 shall be implemented in accordance with the GT Plan Provisions and (b) the prohibition on a rate adjustment clause for recovery of electric distribution grid transformation projects shall not apply during the Extended Term.

3. The Riders Carry Forward Provisions in Section M are revised to replace the January 25, 2022 proposal date with a January 25, 2023 proposal date.

4. The phrase "Beginning in 2020 and continuing thereafter during 2021 and 2022" in Section C.2 e, Section C. 2. g, Section C. 3. f, Section C. 4. e, and Section D. 3, , is deleted and is replaced with the phrase "Beginning in 2020 and continuing each year during the Term of this Agreement".

5. Attachment E-3 is deleted and replaced with Revised Attachment E-3 showing the specifics of future filings for VEPGA rate adjustment clauses.

6. Any provisions of the Agreement that are not explicitly addressed herein or in any

prior amendments or agreements between the Parties remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 5 effective as of the Effective Date.

VIRGINIA ELECTRIC AND POWER COMPANY

By: Alan Bradshaw
Alan Bradshaw
Vice President—Strategic Partnerships

VIRGINIA ENERGY PURCHASING GOVERNMENTAL ASSOCIATION

By: Susan M. Hafeli
Susan M. Hafeli
Chair