

NC

18-1793-EL-CRS



Public Utilities  
Commission

PUCO USE ONLY		
Date Received	Case Number	Version
	-EL-CRS	May 2016

**INITIAL CERTIFICATION APPLICATION FOR RETAIL GENERATION PROVIDERS AND POWER MARKETERS**

Please print or type all required information. Identify all attachments with an exhibit label and title (Example: Exhibit A-13 Company History). All attachments should bear the legal name of the Applicant. Applicants should file completed applications and all related correspondence with the Public Utilities Commission of Ohio, Docketing Division; 180 East Broad Street, Columbus, Ohio 43215-3793.

This PDF form is designed so that you may input information directly onto the form.  
You may also download the form, by saving it to your local disk, for later use.

**A. APPLICANT INFORMATION**

**A-1 Applicant intends to be certified as: (check all that apply)**

- |   |                                       |
|---|---------------------------------------|
| <input type="checkbox"/> Retail Generation Provider | <input type="checkbox"/> Power Broker |
| <input type="checkbox"/> Power Marketer             | <input type="checkbox"/> Aggregator   |

**A-2 Applicant's legal name, address, telephone number and web site address**

Legal Name WGL Energy Services, Inc. (WGL Energy)  
Address 8614 Westwood Center Dr., Vienna, VA 22182  
Telephone # (703) 333-3900 Web site address (if any) https://www.wglenergy.com/

**A-3 List name, address, telephone number and web site address under which Applicant will do business in Ohio**

Legal Name WGL Energy Services, Inc. (WGL Energy)  
Address 8614 Westwood Center Dr., Vienna, VA 22182  
Telephone # (703) 333-3900 Web site address (if any) https://www.wglenergy.com/

**A-4 List all names under which the applicant does business in North America**

WGL Energy Services, Inc. (WGL Energy)  
\_\_\_\_\_  
\_\_\_\_\_

This is to certify that the images appearing are an accurate and complete reproduction of a document delivered in the regular course of business.  
Technician As Date Processed 12/4/18

RECEIVED-DOCKETING DIV  
2018 DEC -4 AM 10:45  
PUCO

**A-5 Contact person for regulatory or emergency matters**

Name Bernice K. McIntyre

Title Regulatory Strategy Director, WGL Non-utility Regulatory Strategy Department

Business address 8614 Westwood Center Drive, Suite 1200, Vienna, VA 22182

Telephone # (703) 287-9447

Fax # (703) 287-9405

E-mail address bernice.mcintyre@wglenergy.com

**A-6 Contact person for Commission Staff use in investigating customer complaints**

Name Patricia Stiffler

Title Director of Customer Experience

Business address 8614 Westwood Center Drive, Suite 1200, Vienna, VA 22182

Telephone # (703) 333-3841

Fax # (703) 287-3841

E-mail address Patti.Stiffler@wglenergy.com

**A-7 Applicant's address and toll-free number for customer service and complaints**

Customer Service address WGL Energy - Customer Care Center P.O. Box 7600, Hampton, VA 23666-0600

Toll-free Telephone # (844) 427-5945

Fax # (703) 287-9401

E-mail address WGLESupport@wglenergy.com

**A-8 Applicant's federal employer identification number # 521542887**

**A-9 Applicant's form of ownership (check one)**

☐ Sole Proprietorship

☐ Partnership

☐ Limited Liability Partnership (LLP)

☐ Limited Liability Company (LLC)

☐ Corporation

☐ Other \_\_\_\_\_

**A-10 (Check all that apply) Identify each electric distribution utility certified territory in which the applicant intends to provide service, including identification of each customer class that the applicant intends to serve, for example, residential, small commercial, mercantile commercial, and industrial. (A mercantile customer, as defined in (A) (19) of Section 4928.01 of the Revised Code, is a commercial customer who consumes more than 700,000 kWh/year or is part of a national account in one or more states).**

**☐ First Energy**

☐ Ohio Edison

☐ Residential

☐ Commercial

☐ Mercantile

☐ Industrial

☐ Toledo Edison

☐ Residential

☐ Commercial

☐ Mercantile

☐ Industrial

☐ Cleveland Electric Illuminating

☐ Residential

☐ Commercial

☐ Mercantile

☐ Industrial

**☐ Duke Energy**

☐ Residential

☐ Commercial

☐ Mercantile

☐ Industrial

**☐ American Electric Power**

☐ Ohio Power

☐ Residential

☐ Commercial

☐ Mercantile

☐ Industrial

<input type="checkbox"/> Columbus Southern Power	<input type="checkbox"/> Residential	<input type="checkbox"/> Commercial	<input type="checkbox"/> Mercantile	<input type="checkbox"/> Industrial
<input type="checkbox"/> Dayton Power and Light	<input type="checkbox"/> Residential	<input type="checkbox"/> Commercial	<input type="checkbox"/> Mercantile	<input type="checkbox"/> Industrial

A-11 Provide the approximate start date that the applicant proposes to begin delivering services

February 1, 2019

PROVIDE THE FOLLOWING AS SEPARATE ATTACHMENTS AND LABEL AS INDICATED:

- A-12 **Exhibit A-12 "Principal Officers, Directors & Partners"** provide the names, titles, addresses and telephone numbers of the applicant's principal officers, directors, partners, or other similar officials.
- A-13 **Exhibit A-13 "Company History,"** provide a concise description of the applicant's company history and principal business interests.
- A-14 **Exhibit A-14 "Articles of Incorporation and Bylaws,"** if applicable provide the articles of incorporation filed with the state or jurisdiction in which the applicant is incorporated and any amendments thereto.
- A-15 **Exhibit A-15 "Secretary of State,"** provide evidence that the applicant has registered with the Ohio Secretary of the State.

## B. **APPLICANT MANAGERIAL CAPABILITY AND EXPERIENCE**

PROVIDE THE FOLLOWING AS SEPARATE ATTACHMENTS AND LABEL AS INDICATED:

- B-1 **Exhibit B-1 "Jurisdictions of Operation,"** provide a list of all jurisdictions in which the applicant or any affiliated interest of the applicant is, at the date of filing the application, certified, licensed, registered, or otherwise authorized to provide retail or wholesale electric services.
- B-2 **Exhibit B-2 "Experience & Plans,"** provide a description of the applicant's experience and plan for contracting with customers, providing contracted services, providing billing statements, and responding to customer inquiries and complaints in accordance with Commission rules adopted pursuant to Section 4928.10 of the Revised Code.

**B-3** **Exhibit B-3 "Summary of Experience,"** provide a concise summary of the applicant's experience in providing the service(s) it is seeking to be certified to provide (e.g. number and types of customers served, utility service areas, amount of load, etc.).

**B-4** **Exhibit B-4 "Environmental Disclosure,"** provide a detailed description of how the applicant intends to determine its (a) generation resource mix, and (b) environmental characteristics, including air emissions and radioactive waste. This information shall include sufficient discussion so as to detail both the annual projection methodology and the proposed approach to compiling the quarterly actual environmental disclosure data. Additional details on this requirement may be obtained by referring to 4901:1-21-09.

**B-5** **Exhibit B-5 "Disclosure of Liabilities and Investigations,"** provide a description of all existing, pending or past rulings, judgments, contingent liabilities, revocation of authority, regulatory investigations, or any other matter that could adversely impact the applicant's financial or operational status or ability to provide the services it is seeking to be certified to provide.

**B-6** Disclose whether the applicant, a predecessor of the applicant, or any principal officer of the applicant have ever been convicted or held liable for fraud or for violation of any consumer protection or antitrust laws within the past five years.

☐ No      ☐ Yes

If yes, provide a separate attachment labeled as **Exhibit B-6 "Disclosure of Consumer Protection Violations"** detailing such violation(s) and providing all relevant documents.

**B-7** Disclose whether the applicant or a predecessor of the applicant has had any certification, license, or application to provide retail or wholesale electric service denied, curtailed, suspended, revoked, or cancelled within the past two years.

☐ No      ☐ Yes

If yes, provide a separate attachment labeled as **Exhibit B-7 "Disclosure of Certification Denial, Curtailment, Suspension, or Revocation"** detailing such action(s) and providing all relevant documents.

## **C. APPLICANT FINANCIAL CAPABILITY AND EXPERIENCE**

**PROVIDE THE FOLLOWING AS SEPARATE ATTACHMENTS AND LABEL AS INDICATED:**

**C-1** **Exhibit C-1 "Annual Reports,"** provide the two most recent Annual Reports to Shareholders. If applicant does not have annual reports, the applicant should provide similar information in Exhibit C-1 or indicate that Exhibit C-1 is not applicable and why. (This is generally only applicable to publicly traded companies who publish annual reports)

**C-2** **Exhibit C-2 “SEC Filings,”** provide the most recent 10-K/8-K Filings with the SEC. If the applicant does not have such filings, it may submit those of its parent company. An applicant may submit a current link to the filings or provide them in paper form. If the applicant does not have such filings, then the applicant may indicate in Exhibit C-2 that the applicant is not required to file with the SEC and why.

**C-3** **Exhibit C-3 “Financial Statements,”** provide copies of the applicant’s two most recent years of audited financial statements (balance sheet, income statement, and cash flow statement). If audited financial statements are not available, provide officer certified financial statements. If the applicant has not been in business long enough to satisfy this requirement, it shall file audited or officer certified financial statements covering the life of the business. If the applicant does not have a balance sheet, income statement, and cash flow statement, the applicant may provide a copy of its two most recent years of tax returns (with social security numbers and account numbers redacted).

**C-4** **Exhibit C-4 “Financial Arrangements,”** provide copies of the applicant's financial to satisfy collateral requirements to conduct retail electric/gas business activity (e.g., parental or third party guarantees, contractual arrangements, credit agreements, etc.,).

Renewal applicants can fulfill the requirements of Exhibit C-4 by providing a current statement from an Ohio local distribution utility (LDU) that shows that the applicant meets the LDU’s collateral requirements.

First time applicants or applicants whose certificate has expired as well as renewal applicants can meet the requirement by one of the following methods:

1. The applicant itself stating that it is investment grade rated by Moody’s, Standard & Poor’s or Fitch and provide evidence of rating from the rating agencies.
2. Have a parent company or third party that is investment grade rated by Moody’s, Standard & Poor’s or Fitch guarantee the financial obligations of the applicant to the LDU(s).
3. Have a parent company or third party that is not investment grade rated by Moody’s, Standard & Poor’s or Fitch but has substantial financial wherewithal in the opinion of the Staff reviewer to guarantee the financial obligations of the applicant to the LDU(s). The guarantor company’s financials must be included in the application if the applicant is relying on this option.
4. Posting a Letter of Credit with the LDU(s) as the beneficiary.

If the applicant is not taking title to the electricity or natural gas, enter “N/A” in Exhibit C-4. An N/A response is only applicable for applicants seeking to be certified as an aggregator or broker.

- C-5 Exhibit C-5 “Forecasted Financial Statements,”** provide two years of forecasted statements (balance sheet, income statement, and cash flow statement) for the applicant’s **ELECTRIC related business activities in the state of Ohio Only**, along with a list of assumptions, and the name, address, email address, and telephone number of the preparer. The forecast should be in an annualized format for the two years succeeding the Application year.
- C-6 Exhibit C-6 “Credit Rating,”** provide a statement disclosing the applicant’s credit rating as reported by two of the following organizations: Duff & Phelps, Dun and Bradstreet Information Services, Fitch IBCA, Moody’s Investors Service, Standard & Poors, or a similar organization. In instances where an applicant does not have its own credit ratings, it may substitute the credit ratings of a parent or affiliate organization, provided the applicant submits a statement signed by a principal officer of the applicant’s parent or affiliate organization that guarantees the obligations of the applicant. If an applicant or its parent does not have such a credit rating, enter “N/A” in Exhibit C-6.
- C-7 Exhibit C-7 “Credit Report,”** provide a copy of the applicant’s credit report from Experian, Dun and Bradstreet or a similar organization. An applicant that provides an investment grade credit rating for Exhibit C-6 may enter “N/A” for Exhibit C-7.
- C-8 Exhibit C-8 “Bankruptcy Information,”** provide a list and description of any reorganizations, protection from creditors or any other form of bankruptcy filings made by the applicant, a parent or affiliate organization that guarantees the obligations of the applicant or any officer of the applicant in the current year or within the two most recent years preceding the application.
- C-9 Exhibit C-9 “Merger Information,”** provide a statement describing any dissolution or merger or acquisition of the applicant within the two most recent years preceding the application.
- C-10 Exhibit C-10 “Corporate Structure,”** provide a description of the applicant’s corporate structure, not an internal organizational chart, including a graphical depiction of such structure, and a list of all affiliate and subsidiary companies that supply retail or wholesale electricity or natural gas to customers in North America. If the applicant is a stand-alone entity, then no graphical depiction is required and applicant may respond by stating that they are a stand-alone entity with no affiliate or subsidiary companies.

## **D. APPLICANT TECHNICAL CAPABILITY**

PROVIDE THE FOLLOWING AS SEPARATE ATTACHMENTS AND LABEL AS INDICATED:

- D-1** Exhibit D-1 "Operations" provide a written description of the operational nature of the applicant's business. Please include whether the applicant's operations will include the generation of power for retail sales, the scheduling of retail power for transmission and delivery, the provision of retail ancillary services as well as other services used to arrange for the purchase and delivery of electricity to retail customers.
- D-2** Exhibit D-2 "Operations Expertise," given the operational nature of the applicant's business, provide evidence of the applicant's experience and technical expertise in performing such operations.
- D-3** Exhibit D-3 "Key Technical Personnel," provide the names, titles, e-mail addresses, telephone numbers, and the background of key personnel involved in the operational aspects of the applicant's business.
- D-4** Exhibit D-4 "FERC Power Marketer License Number," provide a statement disclosing the applicant's FERC Power Marketer License number. (Power Marketers only)

Philip G. Woodward COO  
Signature of Applicant and Title

Sworn and subscribed before me this 28 day of November, 2018  
Month Year

Evan O'Hara  
Signature of official administering oath

Evan O'Hara, RFP Response  
Print Name and Title

My commission expires on 5/31/2022



# **AFFIDAVIT**

State of Virginia :

Vienna ss.  
(Town)

County of Fairfax :

Phillip G. Woodyard, Affiant, being duly sworn/affirmed according to law, deposes and says that:

He/She is the COO (Office of Affiant) of WGL Energy Services, Inc. (Name of Applicant);

That he/she is authorized to and does make this affidavit for said Applicant,

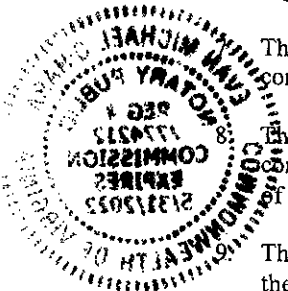
1. The Applicant herein, attests under penalty of false statement that all statements made in the application for certification are true and complete and that it will amend its application while the application is pending if any substantial changes occur regarding the information provided in the application.
2. The Applicant herein, attests it will timely file an annual report with the Public Utilities Commission of Ohio of its intrastate gross receipts, gross earnings, and sales of kilowatt-hours of electricity pursuant to Division (A) of Section 4905.10, Division (A) of Section 4911.18, and Division (F) of Section 4928.06 of the Revised Code.
3. The Applicant herein, attests that it will timely pay any assessments made pursuant to Sections 4905.10, 4911.18, or Division F of Section 4928.06 of the Revised Code.
4. The Applicant herein, attests that it will comply with all Public Utilities Commission of Ohio rules or orders as adopted pursuant to Chapter 4928 of the Revised Code.
5. The Applicant herein, attests that it will cooperate fully with the Public Utilities Commission of Ohio, and its Staff on any utility matter including the investigation of any consumer complaint regarding any service offered or provided by the Applicant.
6. The Applicant herein, attests that it will fully comply with Section 4928.09 of the Revised Code regarding consent to the jurisdiction of Ohio Courts and the service of process.

The Applicant herein, attests that it will comply with all state and/or federal rules and regulations concerning consumer protection, the environment, and advertising/promotions.

The Applicant herein, attests that it will use its best efforts to verify that any entity with whom it has a contractual relationship to purchase power is in compliance with all applicable licensing requirements of the Federal Energy Regulatory Commission and the Public Utilities Commission of Ohio.

The Applicant herein, attests that it will cooperate fully with the Public Utilities Commission of Ohio, the electric distribution companies, the regional transmission entities, and other electric suppliers in the event of an emergency condition that may jeopardize the safety and reliability of the electric service in accordance with the emergency plans and other procedures as may be determined appropriate by the Commission.

10. If applicable to the service(s) the Applicant will provide, the Applicant herein, attests that it will adhere to the reliability standards of (1) the North American Electric Reliability Council (NERC), (2) the appropriate regional reliability council(s), and (3) the Public Utilities Commission of Ohio. (Only applicable if pertains to the services the Applicant is offering)





11. The Applicant herein, attests that it will inform the Commission of any material change to the information supplied in the application within 30 days of such material change, including any change in contact person for regulatory purposes or contact person for Staff use in investigating customer complaints.

That the facts above set forth are true and correct to the best of his/her knowledge, information, and belief and that he/she expects said Applicant to be able to prove the same at any hearing hereof.

Phillip G. Woodyard, COO  
Signature of Affiant & Title

Sworn and subscribed before me this 28 day of November, 2018  
Month Year

Evan O'Hara  
Signature of official administering oath

Evan O'Hara, RFP Response  
Print Name and Title

My commission expires on 5/31/2022



WGL Energy Services, Inc.

**Exhibit A-12**  
**Principal Officers, Directors, and Partners**

**Officers and Directors**

**Directors**

Adrian P. Chapman, 1000 Maine Ave., SW, Washington, DC 20024. Phone No. 202-624-6565

Vincent L. Ammann, Jr., 1000 Maine Ave., SW, Washington, DC 20024. Phone No. 202-624-6737

Anthony M. Nee, 1000 Maine Ave., SW, Washington, DC 20024. Phone No. 202-624-6588

Randy Toone, 1700, 355 4 Avenue SW, Calgary, Alberta T2P 0J1. Phone No. 587-955-4505

James Shelford, 1700, 355 4 Avenue SW, Calgary, Alberta T2P 0J1. Phone No. 403-206-2828

Joy Thakur, 1700, 355 4 Avenue SW, Calgary, Alberta T2P 0J1. Phone No. 403-691-7525

**Officers**

Anthony M. Nee, President, 1000 Maine Ave., SW, Washington, DC 20024. Phone No. 202-624-6588

Phillip G. Woodyard, COO, 8614 Westwood Center Dr., Vienna, VA 22182. Phone No. 703-287-9528

Douglas I. Bonawitz, Treasurer, 1000 Maine Ave., SW, Washington, DC 20024. Phone No. 202-624-6129

Joe Bartoletta, VP, Controller, 8614 Westwood Center Dr., Vienna, VA 22182. Phone No. 703-287-9475

Nicole A. Edmonds, Secretary, 1000 Maine Ave., SW, Washington, DC 20024. Phone No. 202-624-6486

WGL Energy Services, Inc.

**Exhibit A-13**  
**Company History**

### Company History

Washington Gas Energy Services, Inc. (now WGL Energy Services, Inc.) began serving deregulated retail energy customers in 1996 to help customers in the Maryland, District of Columbia, Virginia, Delaware, and Pennsylvania regions take advantage of energy deregulation. WGL Energy Services, Inc. (WGL Energy) is one of the largest competitive energy providers in the Mid-Atlantic region.

1. Washington Resources Corporation filed its initial Articles of Incorporation in the State of Delaware on September 9, 1987.
2. On February 10, 1988, Washington Resources Corporation qualified to do business in the District of Columbia.
3. On February 18, 1988, a Certificate of Amendment was filed in Delaware, changing the corporate name to Washington Gas Resources Group, Inc.
4. On October 9, 1990, Washington Gas Resources Group, Inc. qualified to do business in the State of Maryland.
5. On March 21, 1996, Washington Gas Resources Group, Inc. qualified to do business in the State of Virginia.
6. On July 17, 1996, a Certificate of Amendment was filed in Delaware, changing the corporate name to Washington Gas Energy Services, Inc.
7. On November 8, 2002, Washington Gas Energy Services, Inc. qualified to do business in the State of Pennsylvania.
8. On May 16, 2008, Washington Gas Energy Services, Inc. qualified to do business in the State of Texas.
9. On January 15, 2015, a Certificate of Amendment was filed in the State of Delaware, changing the corporate name to WGL Energy Services, Inc. Accordingly, corporate name changes were filed in DC, Maryland, Virginia, Pennsylvania and Texas.
10. On June 2, 2015, WGL Energy Services, Inc. qualified to do business in the State of New Jersey.
11. On November 8, 2018, WGL Energy Services, Inc. qualified to do business in the State of Ohio.

WGL Energy Services, Inc.

**Exhibit A-14**  
**Articles of Incorporation and Bylaws**

# Delaware

PAGE 1

*The First State*

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "WASHINGTON GAS ENERGY SERVICES, INC.", CHANGING ITS NAME FROM "WASHINGTON GAS ENERGY SERVICES, INC." TO "WGL ENERGY SERVICES, INC.", FILED IN THIS OFFICE ON THE NINTH DAY OF DECEMBER, A.D. 2014, AT 5:30 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF AMENDMENT IS THE FIFTEENTH DAY OF JANUARY, A.D. 2015, AT 12:01 O'CLOCK A.M.

2137262 8100

141510688

You may verify this certificate online  
at [corp.delaware.gov/authvar.shtml](http://corp.delaware.gov/authvar.shtml)



  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 1944491

DATE: 12-10-14

State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 06:12 PM 12/09/2014  
FILED 05:30 PM 12/09/2014  
SRV 141510688 - 2137262 FILE

**CERTIFICATE OF AMENDMENT  
OF  
CERTIFICATE OF INCORPORATION**

Washington Gas Energy Services, Inc., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware DOES HEREBY CERTIFY:

**FIRST:** that at a meeting of the Board of Directors of Washington Gas Energy Services, Inc., resolutions were duly adopted setting forth a proposed amendment to the Certificate of Incorporation of said corporation and declaring said amendment to be advisable. The resolution setting forth the proposed amendment is as follows:

**RESOLVED:** that the Certificate of Incorporation of this corporation be amended by changing the Article thereof numbered "FIRST" so that, as amended, said Article shall be and read as follows:

"FIRST. The name of this corporation is WGL Energy Services, Inc."

**SECOND:** The amendment of the Certificate of Incorporation herein certified has been duly adopted and written consent has been given in accordance with the provisions of Sections 242 of the General Corporation Law of the State of Delaware.

**THIRD:** The effective time of the amendment herein certified shall be 12:01 a.m. Eastern Standard Time on January 15, 2015.

**IN WITNESS WHEREOF,** said corporation has caused this certificate to be signed this 9<sup>th</sup> day of December, 2014.

By: 

Name: Adam B. Fine  
Title: Secretary



SEP 9 1987 9AM

8702520118  
 CERTIFICATE OF INCORPORATION

of  
Washington Resources Corporation

FIRST. The name of this corporation is Washington Resources Corporation

SECOND. Its registered office in the State of Delaware is to be located at 725 Market  
Street in the City of Wilmington, County of New Castle

The registered agent in charge thereof is The Company Corporation  
 at Same as above

THIRD. The nature of the business and, the objects and purposes proposed to be transacted, promoted and carried on, are to do any or all the things herein mentioned, as fully and to the same extent as natural persons might or could do, and in any part of the world, viz:

"The purpose of the corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware."

FOURTH. The amount of the total authorized capital stock of this corporation is Three Thousand

(3000) share of No Par Value.

FIFTH. The name and mailing address of the incorporator is as follows:

NAME:

MARSHA MILLS

ADDRESS:

725 MARKET ST., WILMINGTON, DE 19801

SIXTH. The powers of the incorporator are to terminate upon filing of the certificate of incorporation, and the name(s) and mailing address(es) of persons who are to serve as director(s) until the first annual meeting of stockholders or until their successors are elected and qualify are as follows:

Name and address of director(s) Donald J. Hain, Patrick J. Maher,

Wayne A. Mills all at 1100 H Street, N.W., Washington, D. C. 20080

Fill in name(s)

and address(es)

SEVENTH. The Directors shall have power to make and to alter or amend the By-Laws; to fix the amount to be reversed as working capital, and to authorize and cause to be executed, mortgages and liens without limit as to the amount, upon the property and franchise of the Corporation.

With the consent in writing, and pursuant to a vote of the holders of a majority of the capital stock issued and outstanding, the Directors shall have the authority to dispose, in any manner, of the whole property of this corporation.

The By-Laws shall determine whether and to what extent the accounts and books of this corporation, or any of them shall be open to the inspection of the stockholders, and no stockholder shall have any right of inspecting any account, or book or document of this Corporation, except as conferred by the law or the By-Laws, or by resolution of the stockholders.

The stockholders and directors shall have power to hold their meetings and keep the books, documents and papers of the Corporation outside of the State of Delaware, at such places as may be from time to time designated by the By-Laws or by resolution of the stockholders or directors, except as otherwise required by the laws of Delaware.

It is the intention that the objects, purposes and powers specified in the Third paragraph hereof shall, except where otherwise specified in said paragraph, be nowise limited or restricted by reference to or inference from the terms of any other clause or paragraph in this certificate of incorporation, but that the objects, purposes and powers specified in the Third paragraph and in each of the clauses or paragraphs of this charter shall be regarded as independent objects, purposes and powers.

EIGHTH. Directors of the corporation shall not be liable to either the corporation or its stockholders for monetary damages for a breach of fiduciary duties unless the breach involves (1) a director's duty of loyalty to the corporation or its stockholders; (2) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; (3) liability for unlawful payments of dividends or unlawful stock purchases or redemption by the corporation; or (4) a transaction from which the director derived an improper personal benefit.

I, THE UNDERSIGNED, for the purpose of forming a Corporation under the laws of the State of Delaware, do make, file and record this Certificate and do certify that the facts herein are true, and I have accordingly hereunto set my hand.

DATED AT:

State of

County of

Effective July 6, 2018

**AMENDED & RESTATED BYLAWS  
OF  
WGL ENERGY SERVICES, INC.**

**ARTICLE I  
Stockholders**

SECTION 1. Annual Meeting. The annual meeting of the Stockholders of WGL Energy Services, Inc. (the Company) shall be held at such place within or without the State of Delaware as shall be determined by the Board of Directors and as shall be stated in the notice of the meeting. The annual meeting of the stockholders shall be held upon such date as may from time to time be determined by the Board of Directors and as shall be stated in the notice of meeting. The annual meeting of the stockholders shall be held for the purpose of electing directors and for the transaction of such other business as may properly be brought before the meeting.

SECTION 2. Special Meetings. Special meetings of the stockholders may be held upon call by the President, the Secretary, a majority of the Board of Directors, or a majority of the Executive Committee, and shall be called by the Secretary upon the request in writing of the holders of not less than one-fourth of all outstanding shares of stock entitled by its terms to vote at such meeting, to be held at such place within or without the State of Delaware and at such time as may be fixed in the call and stated in the notice setting forth such call. Such request by the stockholders and such notice shall state the purposes of the proposed meeting.

SECTION 3. Notice. Notice of the time, place and purpose of every meeting of the stockholders shall, except as otherwise required by law, be delivered personally or mailed at least ten but not more than sixty days previous to the date of such meeting to each stockholder of record entitled to vote at the meeting at his address as it appears on the records of the Company. Any meeting may be held without notice if all of the stockholders entitled to vote thereat are present in person or by proxy at the meeting, or if notice is waived by those not so present in person or by proxy.

SECTION 4. Quorum. At every meeting of the stockholders, the holders of record of a majority of the shares entitled to vote at the meeting, represented in person or by proxy, shall constitute a quorum. The vote of the majority of such quorum shall be necessary for the transaction of any business, unless otherwise provided by law or the article of incorporation. If the meeting cannot be organized because a quorum has not attended, those present in person or by proxy may adjourn the meeting from time to time until a quorum is present when any business may be transacted that might have been transacted at the meeting originally called.

SECTION 5. Voting. Unless otherwise provided by law or the articles of incorporation, every stockholder of record entitled to vote at any meeting of stockholders shall be entitled to one vote for every share of common stock standing in his name on the records of the Company on the record date fixed as provided in these Bylaws. In the election of directors, all votes shall be cast by ballot and the persons having the greatest

number of votes shall be the directors. On matters other than election of directors, votes may be cast in such manner as the chairman of the meeting may designate.

SECTION 6. Inspectors. The Board of Directors shall annually appoint two or more persons to act as inspectors or judges at any election of directors or vote conducted by ballot at any meeting of shareholders. Such inspectors or judges of election shall take charge of the polls and after the balloting shall make a certificate of the result of the vote taken. In case of a failure to appoint inspectors, or in case an inspector shall fail to attend, or refuse or be unable to serve, the chairman of the meeting may appoint, or the stockholders may elect, an inspector or inspectors to act at such meeting. Such inspector or inspectors shall make a certificate of the result of the vote taken.

SECTION 7. Conduct of Stockholders' Meeting. The following persons, in the order named, shall be entitled to call each stockholders' meeting to order: (1) the director chosen by the Board of Directors for this task, (2) the President of the Company, or (3) any person elected by the stockholders. The stockholders shall have the right to elect a chairman of the meeting.

The Secretary of the Company, or in his absence any person appointed by the Chairman, shall act as secretary of the meeting for organization purposes. The stockholders shall have the right to elect a secretary of the meeting.

SECTION 8. Record Date. In lieu of closing the stock transfer books, the Board of Directors, in order to make a determination of stockholders entitled to notice of, or to vote at, any meeting or in order to make a determination of stockholders for any other purpose, may fix in advance, a date, but not more than sixty (60) nor less than ten (10) days prior to the date on which the particular action requiring such determination of stockholders is to be taken, as a record date for such determination, and in such case only stockholders of record on the date so fixed shall be entitled to notice of, and to vote at, such meeting, or to exercise such other rights, as the case may be, notwithstanding any transfer of stock on the books of the Company after such date. If the Board of Directors does not fix record date as aforesaid, such date shall be provided by law.

## ARTICLE II Board of Directors

SECTION 1. Number, Powers, Term of Office, Quorum. The Board of Directors of the Company shall consist of not less than three nor more than nine persons. The Board of Directors may exercise all the powers of the Company and do all acts and things which are proper to be done by the Company which are not by law or by these Bylaws directed or required to be exercised or done by the stockholders. The members of the Board of Directors shall be elected at the annual meeting of the stockholders and shall hold office until the next succeeding annual meeting, or until their successors shall be elected and shall qualify. A majority of directors shall constitute a quorum for the transaction of business. The action of a majority of the directors present at any lawful meeting at which there is a quorum shall, except as otherwise provided by law or these

Bylaws, be the action of the Board. The Board shall elect one of its members to preside over its meetings.

SECTION 2. Vacancies. Whenever any vacancy shall occur in the Board of Directors by any cause other than by reason of an increase in the number of directors, a majority of the remaining directors, by an affirmative vote at any lawful meeting may elect a director to fill the vacancy and to hold office until the next annual election, or until a successor is duly elected and qualified.

SECTION 3. Meetings. The annual meeting of the Board of Directors shall be held immediately after the annual meeting of stockholders for the purpose of organization, election of officers, and consideration of any other purpose which may properly come before the meeting. Regular meetings of the Board shall be held at such times and at such places within or without the State of Delaware, as may be fixed by resolution of the Board of Directors. Notice of such meetings shall be given prior to the time set for the particular meeting.

Special meetings of the Board may be called by the President of the Company or by any two directors. At least two days' notice of all special meetings of the Board shall be given to each director personally by telegraphic or written notice. Any meetings may be held without notice if all of the directors are present, or if those not present waive notice of the meetings by telegram or in writing. Special meetings of the Board of Directors may be held within or without the State of Delaware.

SECTION 4. Committees. The Board of Directors may, by resolution or resolutions passed by a majority of the whole Board, designate an Executive Committee, to consist of the President of the Company and two additional members, and two alternates to serve at the call of the President, in case of the unavoidable absence of the regular members first designated, to be elected from the Board of Directors. The Executive Committee shall, when the Board is not in session, have and may exercise all of the authority of the Board of Directors in the management of the Company, except the power to declare dividends, to issue stock, or to recommend to stockholders any action requiring the stockholders' approval.

The Board of Directors may appoint other committees, standing or special, from time to time, from among their own number, or otherwise, and confer powers of such committees, and revoke such power and terminate the existence of such committees at its pleasure.

A majority of the members of any such committee shall constitute a quorum for the purpose of fixing the time and place of its meetings, unless the Board shall otherwise provide. All action taken by any such committee shall be reported to the Board at its meeting next succeeding such action.

SECTION 5. Compensation of Directors. The Board of Directors shall fix the fee to be paid to each director for attendance at any meeting of the Board or for any

committee thereof, and may, in its discretion, authorize payment to the directors of traveling expenses incurred in attending any such meeting.

SECTION 6. Removal. Any director may be removed from office at any time, with or without cause, and another be elected in his place, by the vote of the holders of record of a majority of the outstanding shares of stock of the Company (of the class or classes by which such director was elected) entitled to vote thereon, at a special meeting of stockholders called for such purpose.

### **ARTICLE III Officers**

SECTION 1. The officers of the Company shall be elected by the Board of Directors and shall consist of a President (who shall be a director), a Secretary, and such other officers as the Board from time to time shall elect, with such duties as the Board shall deem necessary to conduct the business of the Company. Any officer may hold two or more offices, including that of President.

SECTION 2. Term of Office. Removal. In the absence of a special contract, all officers shall hold their respective offices until their successors shall have been duly elected and qualified, but they or any of them may be removed from their respective offices on a vote by a majority of the Board.

SECTION 3. Powers and Duties. The officers of the Company shall have such powers and duties as generally pertain to their offices, respectively, as well as such powers and duties as from time to time shall be conferred by the Board of Directors and/or the Executive Committee. In the absence of the director elected to preside over meetings, the President shall preside at meetings of the Board of Directors.

SECTION 4. Salaries. The salaries of all executive officers of the Company shall be determined and fixed by the Board of Directors, or pursuant to such authority as the Board may from time to time prescribe.

### **ARTICLE IV Indemnification of Officers and Directors**

SECTION 1. The Company shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation) by the reason of the fact that he is or was a director or officer, or is or was serving at the request of the Company as a director or officer of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees) judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in the manner he reasonably believed to be in or not opposed to the best interests of the Company and, with respect to a criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order or settlement shall not of

itself create a presumption that the person did not act in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Company.

SECTION 2. The Company shall indemnify any person who was or is a party or is threatened to be made a party to any threatened pending or completed action or suit by or in the right of the Company to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Company, or is or was serving at the request of the Company as a director or officer of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Company and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Company unless and only to extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall seem proper.

SECTION 3. To the extent that a director or officer of the Company has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Sections 1 and 2, or in defense of any claim, issue or matter therein, he shall be indemnified against expense (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

SECTION 4. Any indemnification under Sections 1 and 2 (unless ordered by a court) shall be made by the Company only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Sections 1 and 2. Such determination shall be made (1) by the Board of Directors, by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (2) if such a quorum is not obtainable, or even is obtainable if a quorum of disinterested directors so directs, by independent legal counsel in a written opinion.

SECTION 5. Expenses incurred in defending an action, suit or proceeding, whether civil, administrative, or investigative, may be paid by the Company in advance of the final disposition of such action, suit, or proceeding as authorized in the manner provided in Section 4 upon receipt of an undertaking by or on behalf of the director or officer to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Company as authorized in this article.

SECTION 6. The Company shall have the power to make any other or further indemnity, including criminal proceedings, to any person referred to in this article that may be authorized by the Articles of Incorporation or any bylaw made by the stockholders or any resolution adopted, before or after the event, by the stockholders, except an indemnity against his gross negligence or willful misconduct. Each such indemnity may

continue as to a person who has ceased to have the capacity referred to above and may inure to the benefit of the heirs, executors and administrators of such a person.

SECTION 6. The Company shall have the power to make any other or further indemnity, including criminal proceedings, to any person referred to in this article that may be authorized by the Articles of Incorporation or any bylaw made by the stockholders or any resolution adopted, before or after the event, by the stockholders, except an indemnity against his gross negligence or willful misconduct. Each such indemnity may continue as to a person who has ceased to have the capacity referred to above and may inure to the benefit of the heirs, executors and administrators of such a person.

## **ARTICLE V**

### **Checks, Notes, Etc.**

SECTION 1. All checks and drafts on the Company's bank accounts and all bill of exchange and promissory notes, and all acceptances, obligations and other instruments for the payment of money, shall be signed by such officer or officers, agent or agents, as shall be authorized from time to time by the Board of Directors.

SECTION 2. Shares of stock and other interests in other corporations or associations shall be voted by such officer or officers as the Board of Directors may designate.

SECTION 3. Except as the Board of Directors shall otherwise provide, all contracts expressly approved by the Board of Directors shall be signed on behalf of the Company by the President.

## **ARTICLE VI**

### **Capital Stock**

SECTION 1. Certificate for Shares. The interest of each stockholder of the Company shall be evidenced by a certificate or certificates for shares of stock and in such form as required by law and as the Board of Directors may from time to time prescribe. The certificates of stock shall be signed by the President and the Secretary and sealed with the seal of the Company. Such seal may be a facsimile.

Where any such certificate is countersigned by a transfer agent other than the Company, or an employee of the Company, or is countersigned by a transfer clerk and is registered to a registrar, the signatures of the President and the Secretary may be facsimile.

In case any officer who has signed, or whose facsimile signature has been placed upon such certificate, shall have ceased to be such officer before such certificate is issued, it may nevertheless be issued by the Company with the same effect as if such officer had not ceased to hold such office at the date of its issue.

SECTION 2. Transfer of Shares. The shares of stock of the Company shall be transferrable on the books of the Company by the holders thereof in person or by duly authorized attorney, upon surrender and cancellation of certificate for a like number of shares, with duly executed assignment and power of transfer endorsed thereupon or

attached thereto, and with such proof of the authenticity of the signatures as the Company or its agents may reasonably require.

SECTION 3. Lost, Stolen, or Destroyed Certificates. No certificate of stock claimed to have been lost, destroyed or stolen shall be replaced by the Company with a new certificate of stock until the holder thereof has produced evidence of such loss, destruction or theft, and has furnished indemnification to the Company and its agents to such extent and in such manner as the proper officers or the Board of Directors may from time to time prescribe.

## **ARTICLE VII Corporate Records**

SECTION 1. Where Kept. The books, records and papers belonging to the business of the Company, and the Corporate Seal, shall be kept at the place or places designated by the Secretary.

SECTION 2. Inspection. Any stockholder desiring to inspect the books or records of the Company shall present to the Board of Directors or Executive Committee an application for such inspection, specifying the particulate books or records to be inspected and the purpose for which such inspection is desired. If, upon such application, the Board of Directors or Executive Committee deems such inspection is sought for a legitimate purpose connected with the interest of the applicant as a stockholder of the Company, such application shall be granted and a time and place for the inspection shall be specified. The Board of Directors shall have the power from time to time to establish general regulations conferring upon stockholders such further rights with respect to inspection of books and records of the Company as the Board shall seem proper.

## **ARTICLE VIII Fiscal Year**

The fiscal year of the Company shall be set by the Board of Directors from time to time and is initially set beginning on the first day of October in each year and ending on the 30th day of September following.

## **ARTICLE IX Corporate Seal**

The seal of the Company shall be circular in form and there shall be inscribed thereon -- Washington Gas Energy Services, Inc. - Delaware -1987.

## **ARTICLE X Amendments**

The Board of Directors shall have power to make or alter (unless the stockholders shall in any particular instance have otherwise prescribed) any Bylaws of the Company. Such action may be taken at any meeting of the Board by the affirmative vote of a



majority of the total number of directors, provided that notice of the proposed change shall have been given to all directors prior to the meeting, or that all of the directors shall be present at the meeting. Any Bylaws made or altered by the Board of Directors may be altered or repealed at any time by the stockholders.

WGL Energy Services, Inc.

**Exhibit A-15**

**Proof of Ohio Registration**



DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	CERT	COPY
11/09/2018	201831300738	FOREIGN FOR PROFIT CORPORATION - LICENSE (FLF)	99.00	100.00	0.00	0.00

**Receipt**

This is not a bill. Please do not remit payment.

CORPORATION SERVICE COMPANY  
MONIQUE WEAVER  
50 W. BROAD STREET  
COLUMBUS, OH 43215

**STATE OF OHIO  
CERTIFICATE**

**Ohio Secretary of State, Jon Husted**  
**4253474**

It is hereby certified that the Secretary of State of Ohio has custody of the business records for  
**WGL ENERGY SERVICES, INC.**

and, that said business records show the filing and recording of:

Document(s)

**FOREIGN FOR PROFIT CORPORATION - LICENSE**

Effective Date: 11/08/2018

Document No(s):

**201831300738**

Authorization to transact business in Ohio is hereby given, until surrender, expiration or cancellation of this license.



United States of America  
State of Ohio  
Office of the Secretary of State

Witness my hand and the seal of the  
Secretary of State at Columbus, Ohio this  
9th day of November, A.D. 2018.

*Jon Husted*  
Ohio Secretary of State

WGL Energy Services, Inc.

**Exhibit B-1**  
**Jurisdictions of Operation**

The Electric Supplier License Information can be seen below:

State	State Public Utility Commission	License Number	Case/Order Number	Date Granted
Delaware	Delaware Public Service Commission	License No. 6042	Docket No. 02-225	10/15/2002
Maryland	Maryland Public Service Commission	License No. IR-227	Case No. 8738/Order No. 75608	9/10/1999
District of Columbia	District of Columbia Public Service Commission	License No. EA-00-6	Order No. 11877	1/2/2001
Pennsylvania	Pennsylvania Public Utility Commission	License No. A-110158	Docket No. A-110158	1/15/2003
Virginia	State Corporation Commission	License No. E-6	Case No. PUE010475	10/31/2001

#### FERC License Information

**FERC Docket No.** ER96-2830

**Date of Application** 8/27/1996

**Accession Number** 19961025-0401

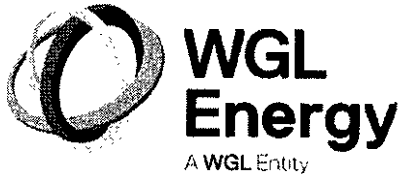
**Date of Approval** 10/18/1996

**Amendment of Name Change** 1/15/2015

WGL Energy Services received its FERC Marketing License under Docket No. ER96-2830, with an application date of August 27, 1996 and an approval date of October 18, 1996.

WGL Energy Services, Inc.

**Exhibit B-2**  
**Experience and Plans**



**B-2**

## **Exhibit B-2 "Experience & Plans"**

**WGL Energy will comply with all service requirements in accordance with Section 4928.10 of the Revised Code and all provisions in which it entails.**

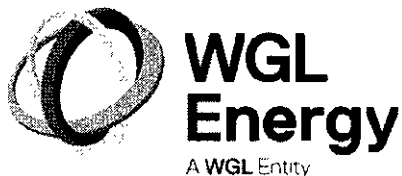
WGL Energy Services, Inc. (WGL Energy) is one of the largest competitive energy providers in the Mid-Atlantic region. WGL Energy began serving customers in 1996, to help customers in the Maryland, District of Columbia, Virginia, Delaware, and Pennsylvania regions take advantage of energy deregulation.

- WGL Energy provides Terms and Conditions to all of our customers.

For our Large Commercial customers we provide two documents; Base and Exhibit Contract.

Contract	What is Included
Base Contract	WGL Energy Terms and Conditions
Exhibit Contract	Buyers Name
	Type of Service
	Billing Terms
	Term
	Price
	Tax Information

On the following page is a copy of our Base Contract:



**NATURAL GAS, GREEN-E® CLIMATE CERTIFIED CARBON OFFSETS, ELECTRIC POWER SUPPLY SERVICE  
AND  
GREEN-E® ENERGY CERTIFIED RENEWABLE ENERGY CREDITS  
PURCHASE AND SALES BASE AGREEMENT Between  
WGL Energy Services, Inc.  
and  
Sample Company**

THIS BASE AGREEMENT FOR THE PURCHASE AND SALE OF GREEN-E® CLIMATE CERTIFIED CARBON OFFSETS, NATURAL GAS, ELECTRIC POWER SUPPLY SERVICE AND GREEN-E® ENERGY CERTIFIED RENEWABLE ENERGY CREDITS is made effective ("Effective Date") by and between WGL Energy Services, Inc. ("Seller") and ("Buyer"). Buyer may purchase and Seller may sell natural gas, Green-e® Climate Certified Carbon Offsets, electric power supply service, and Green-e® Energy Certified Renewable Energy Credits ("RECs") in accordance with the terms of this Base Agreement and executed Confirmations (together "Agreement"). In the event of a conflict between this Base Agreement and an executed Confirmation, the executed Confirmation will prevail.

**I. EFFECTIVENESS**

This Base Agreement shall supersede any prior base agreement executed by the Parties; provided that any confirmation that is in effect at the time of the execution of this Base Agreement shall continue to be subject to the terms and conditions of the applicable prior base agreement until the term of such confirmation expires. The terms and conditions of this Base Agreement shall apply to any Confirmation agreed to by Buyer and Seller pursuant to Section VI below, and this Base Agreement shall remain in effect, notwithstanding any intervening periods of time during which no Confirmation is in effect, unless canceled by either party upon thirty days notice to the other; provided that any Confirmation that is in effect at the time of such notice of termination shall remain in effect until the term of that Confirmation expires. This Base Agreement shall apply to the purchase and sale of natural gas, Green-e® Climate Certified Carbon Offsets, electric power supply service or "RECs", as the case may be, each a separate commodity. Each of the foregoing commodities may be purchased separately and independent of each other, or jointly in the case of bundled electric power supply service and "RECs" and in the case of bundled natural gas and Green-e® Climate Certified Carbon Offsets, by Confirmation applicable to the particular purchase.

**II. DELIVERY, TITLE TRANSFER, GREEN-E® ENERGY CERTIFIED RENEWABLE ENERGY CREDITS AND GREEN-E® CLIMATE CERTIFIED CARBON OFFSETS**

**A. Delivery Point.** The Delivery Point for all natural gas sold hereunder is the point of interconnection between the transporting interstate pipeline and the Local Gas Distribution Company (LDC) in whose territory Buyer is located. The Delivery Point for all electric power supply service sold hereunder shall be the point of interconnection between the applicable transmission service provider's transmission system and the Local Electric Distribution Company (EDC) in whose territory Buyer is located. Seller will schedule natural gas or electric power supply service, as the case may be, to the Delivery Point for Buyer's account.

**B. Title Transfer.** Title to all natural gas and electric power supply service will pass from Seller to Buyer at the Delivery Point. Seller warrants that it shall have good and marketable title to the natural gas and electric power supply service to be delivered under this Agreement. Seller further warrants that it shall have good and marketable title to all "RECs" and Carbon Offsets that it shall sell to Buyer hereunder, that "RECs" shall be registered with, transferred from and retired on the tracking system of a regional transmission organization or shall be transferred by contract-path auditing and through recognized tracking systems, and that Carbon Offsets shall be registered with, transferred from and retired on a legally binding carbon offset tracking Registry. A Registry is defined as a voluntary, auditable, carbon offset tracking registry that is responsible for registering, transferring, trading and retiring carbon offsets.

**C. Delivery to Buyer's Facilities.** Delivery of natural gas and electric power supply service to Buyer's facilities shall be by separate delivery service agreement between Buyer and Buyer's LDC/EDC and shall be subject to the applicable tariffs of Buyer's LDC/EDC. Buyer will be responsible for paying all LDC/EDC charges associated with the delivery of natural gas and electric power supply service from the Delivery Point to Buyer's facilities; Seller is not a party to Buyer's delivery service agreements with Buyer's LDC/EDC.

**D. Notice Obligations.** Each party agrees to notify the other of circumstances that may affect the delivery of natural gas and electricity supply service by Seller and the consumption of natural gas and electricity by Buyer.

**E. Balancing.** Balancing of natural gas deliveries at the Delivery Point shall be in accordance with applicable tariffs of Buyer's LDC. If an imbalance penalty is assessed by Buyer's LDC, the party causing the penalty will be responsible for paying the penalty.

**F. Green-e® Energy Certified Renewable Energy Credits.** "RECs" are the environmental attributes associated with Green-e® Energy Certified renewable energy credits produced by wind. A purchase and sale of "RECs" is not a purchase and sale of the electricity itself.

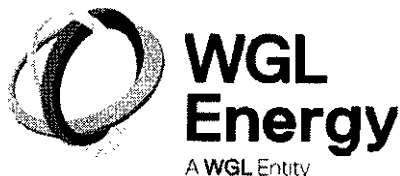
**G. Green-e® Climate Certified Carbon Offsets.** Green-e® Climate Certified Carbon Offsets represent the reduction of a specific quantity of greenhouse gas (GHG) emissions. By purchasing these offsets, Buyer alone has the right to all associated claims about the environmental benefits they embody. Carbon offsets are to be regarded as a real environmental commodity, not a donation or investment in a future emissions reduction project. The verified GHG emissions reductions Buyer purchased are sourced from projects that have been validated and registered under high-quality project standards. Inclusion of Exhibit F indicates that standalone carbon offsets are purchased, inclusion of Exhibit G(a) or G(b) indicates that natural gas bundled with carbon offsets are purchased and an inclusion of an Attachment B indicates that a customer is engaged in a multiyear purchase agreement. A purchase and sale of Green-e® Climate Certified Carbon Offsets is not a purchase and sale of the natural gas itself.

**III. AGENCY**

Buyer appoints Seller to act as Buyer's agent in accordance with this provision. Buyer authorizes Seller to obtain information about Buyer's LDC/EDC account (e.g.; account numbers, billing history, payment history, historical usage, projected usage, meter readings and characteristics of service), to make nominations, to schedule, to balance, to make settlement, to obtain Buyer's credit and payment information, and to perform all duties necessary to deliver natural gas, Green-e® Climate Certified Carbon Offsets, electric power supply service or "RECs", as the case may be, to Buyer.

**IV. BILLING, PAYMENT, CREDIT AND TAX**





**A. Monthly Billing.** Unless otherwise agreed in a Confirmation, Buyer's LDC/EDC, acting as Seller's billing agent, shall bill Buyer monthly for purchases made under this Agreement. Buyer shall pay the bill in accordance with the LDC/EDC payment terms. If during the effectiveness of this Agreement, Buyer's utility adopts purchase of receivables discount rates applicable to one or more of Buyer's accounts covered by this Agreement that in Seller's sole discretion would increase Seller's costs, Seller shall have the right to notify and bill Buyer directly for deliveries to such accounts at no additional cost or change in payment terms to Buyer. For accounts billed directly by Seller, payment shall be due to Seller within twenty (20) days after receipt of the invoice.

**B. Late Payment Charges.** For bills sent by the LDC/EDC as Seller's agent, the late payment practice pursuant to the tariff of the LDC/EDC shall apply. For accounts billed directly by Seller, bills not timely paid shall bear interest at a rate of 1% per month from the due date.

**C. Credit.** Buyer agrees to provide Seller with financial information and financial assurances that Seller deems reasonably necessary to ensure Buyer's full performance of its obligations hereunder. Buyer represents and warrants that all such information supplied shall be correct, that it has not filed, planned to file or have had filed against it, any bankruptcy proceedings, that it shall remain financially able to continue its business, and that it shall notify Seller promptly if it becomes aware of any situation which would alter its financial abilities.

**D. Taxes.** Seller will be responsible for all taxes assessed prior to the Delivery Point. Buyer will be responsible for all taxes assessed at the Delivery Point and thereafter, including any gross receipt taxes or sales taxes levied on the sale of natural gas, Carbon Offsets, electric power supply or "RECs". Applicable taxes will be collected on all natural gas, Carbon Offsets, electric power supply and REC sales made under this agreement unless Buyer provides Seller with a valid tax exemption certificate or other evidence of exemption.

#### **V. TARIFFS AND REGULATIONS**

This Agreement is subject to (1) all applicable federal, state and local laws, (2) all applicable state and federal rules and regulations, (3) state regulatory commission-approved tariffs of Buyer's LDC/EDC, (4) Federal Energy Regulatory Commission-approved tariffs of transporting pipelines, and (5) Federal Energy Regulatory Commission-approved Open Access Tariffs (OATs) of transmission service providers, as such tariffs may be amended or superseded from time to time. Further, this Agreement is contingent upon the continuation of all necessary regulatory approvals and authorizations. If changes in any law, regulation or utility tariff impose additional charges to Seller, then Seller shall have the right to pass through such cost increases to Buyer by a separate monthly charge. Seller shall provide Buyer with supporting documentation and calculation upon request.

#### **VI. CONFIRMATION PROCESS**

From time to time, Seller shall offer to supply Buyer with natural gas, Green-e® Climate certified Carbon Offsets, electric power supply service and RECs by transmitting to Buyer unexecuted Confirmation exhibits. Buyer may indicate acceptance of the terms and conditions of an offer by signing a Confirmation and returning it to Seller. The Confirmation will not become binding on Seller unless and until Seller countersigns the Confirmation and returns it to Buyer provided that upon receipt of an executed contract from customer, Seller shall use all reasonable efforts to lock customer's contract price for customer, provide customer or customer's consultant, if applicable, confirmation of such price lock in writing, if requested, countersign said agreements, and return them to Buyer. Notwithstanding the foregoing, Seller will indicate acceptance of a Buyer's price lock via e-mail by Seller to Buyer and such documentation shall be considered acceptance of such pricing and terms as outlined in such email.

#### **VII. MISCELLANEOUS**

**A. Force Majeure.** Except for payments that are due, a force majeure event shall, upon notice, excuse the party claiming force majeure from performance during the event. In the event of force majeure, the party claiming force majeure shall use due diligence to restore its ability to meet its obligations under this Agreement. Force majeure means those events not reasonably foreseeable on the effective date hereof and not within the reasonable control of the party claiming force majeure including but not be limited to acts of God; changes in governmental regulations; force majeure events of Buyer's LDC/EDC, transporting pipelines, or transmission service providers; any required or lawful action of Buyer's LDC/EDC, transporting pipelines, or transmission service providers that curtail or interrupt natural gas delivery or electric power supply service, outages of generating facilities or other service providers Seller uses to provide electric power supply service to Buyer hereunder, the breakdown of equipment, malfunctioning equipment, non-performance by third-party transporters, fire, explosion, civil disturbance, strikes, sabotage, action or restraint by court order or public or governmental authority; or other government appropriation or curtailment of natural gas or electricity.

**B. Default and Remedy.** Any failure by a party to perform any material obligation hereunder, including Seller's obligation to deliver and Buyer's obligation to purchase and pay for deliveries, shall constitute a default. The non-defaulting party may terminate this Agreement by providing the defaulting party ten (10) days prior written notice of the default and an opportunity to cure the default. Termination of this Agreement for a default that is not cured shall be without waiver of the non-defaulting party's right to claim direct damages. If Seller terminates this Agreement for non-payment, Buyer shall be liable for all reasonable costs, including legal fees, associated with the collection of outstanding balances. If Buyer terminates this agreement prior to expiration of this contract, this may result in damages due to current market conditions associated with the Buyer's supply. Therefore, damages may be assessed. For an unexcused failure to deliver by Seller or an unexcused failure to take delivery by Buyer, the affected non-defaulting party, acting in a commercially reasonable manner, shall be limited to the sole and exclusive remedy of direct, actual damages and neither party shall be liable for any special, punitive, indirect, incidental, or consequential damages, including but not limited to any liability for lost profits or interruption of business.

**C. Authority.** The undersigned, who executes this Agreement and any Confirmation on behalf of each Party, represents and warrants that such undersigned has the contractual authority, either as representing that Party as a principal, or as Party's authorized agent, to bind such Party for whom the natural gas, Green-e® Climate certified Carbon Offsets, electric power supply service or "RECs", as the case may be hereunder, is being purchased.

**D. Integration of Agreement.** This Agreement constitutes the entire agreement between Seller and Buyer. No statement, promise or inducement made by either party which is not contained in or derived from this Agreement shall be valid or binding. Each Party acknowledges that natural gas, Certified Carbon Offsets, electricity, and "RECs" will be purchased independently from one another, or jointly in the case of bundled electric power supply service and "RECs" and in the case of bundled natural gas and Certified Carbon Offsets, and each purchase will have its own associated Confirmation. In no way does a purchase or sale of one of the aforesaid commodities between Buyer and WGL Energy Services mean that Buyer is required to buy or WGL Energy Services is required to sell any other of the aforesaid commodities from the other Party.

**E. Severability.** If any part, term or provision of this Agreement is specifically held to be illegal or in conflict with any applicable law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of Seller and Buyer shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision so held to be illegal or in conflict.



**WGL  
Energy**  
A WGL Entity

**F. Assignment.** Seller may transfer, assign or sell this Agreement: (a) in connection with any financing; (b) to any of its affiliates; (c) to anyone succeeding in interest to all or substantially all of Seller's assets or business; or (d) to another supplier licensed to conduct business in the State where Buyer's facilities serviced by Seller pursuant to this Agreement are located. Buyer may not assign, transfer, or subcontract this Agreement, nor any interest in this Agreement, nor delegate duties hereunder, except upon written consent of the Seller, which shall not be unreasonably withheld. Buyer may however assign this Agreement to an affiliate that has the same or better credit rating at the time of assignment without such consent. This Agreement shall inure to the benefit of, and be binding upon, the heirs, executors, administrators, and successors of the respective parties. If during the effectiveness of this Agreement, Buyer sells a premises or property to which natural gas or electric power supply is being delivered hereunder, Buyer may assign this Agreement to the purchaser if the purchaser has the same or better credit rating as Buyer at the time of assignment; otherwise, Buyer shall be subject to liability to Seller for damages under Section VII B hereunder.

**G. Waiver.** No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. Unless expressly provided otherwise in this Agreement, all remedies afforded in this Agreement shall be taken and construed as cumulative in addition to every other remedy provided herein or by law.

**H. Governing Law.** Buyer and Seller agree that, in the event of a dispute, this Agreement shall be governed by the laws of the jurisdiction (Maryland, Virginia, Delaware, Pennsylvania or District of Columbia) where Buyer's facilities, being served by Seller, are located. If Buyer has facilities being served by Seller in two or more of the jurisdictions noted above, the laws of the jurisdiction where Buyer's facility with the highest annual natural gas and electricity usage is located shall govern.

**I. WGL Energy Services Qualifications.** WGL Energy Services is a subsidiary of WGL Holdings, Inc., and an affiliate of Washington Gas Light Company. WGL Energy Services is licensed by the Maryland Public Service Commission to sell natural gas (MD License No. IR 324) and electricity (MD License No. IR 227) in the State of Maryland, is licensed by the Virginia State Corporation to sell natural gas (VA License No. G-8) and electricity (VA License No. E-6) in the Commonwealth of Virginia, is licensed by the Delaware Public Service Commission to sell natural gas and electricity in the State of Delaware (DE License No. 6042), is authorized by the D.C. Public Service Commission to sell natural gas (License No. GA03-3) and electricity (License No. EA-00-6) in the District of Columbia, and is licensed by the Pennsylvania Public Utility Commission to sell electricity (PA License No. A-110158) and natural gas (PA License No. A-2010-2176410) in the State of Pennsylvania.

**J. Emergencies.** In the event Buyer experiences an electric-related or natural gas-related emergency such as a power outage or gas leak, Buyer should immediately call its LDC/EDC.

**BUYER CONTACT INFORMATION**

Buyer's Full Legal Name:

Buyer's Representative:

Address: 6935 Wisconsin

Telephone: (

Fax:

Title:

Email Address:

**WGL Energy Services CONTACT INFORMATION**

WGL Energy Services Representative: Diane Ekonomou

Title: Account Manager

WGL Energy Services Address: 8614 Westwood Center Drive Suite 1200 Vienna VA 22182

Phone: 703-333-3900

Fax: 703-267-9403

**This Agreement is agreed to on the date first written above by:**

Seller: WGL Energy Services, Inc.

Buyer:

By:

Clinton S. Zediak, Jr., Vice-President

Tax Exempt

Yes\_\_\_

No\_\_\_

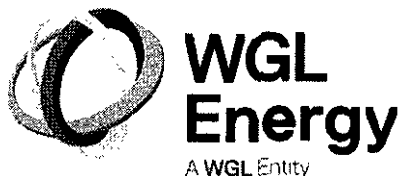
Date:

By:

Print Name:

Title:

Date:



For our Small Commercial and Residential customers we provide one document.

Contract	What is Included
Back of Contract	WGL Energy Terms and Conditions
Front of Contract	Buyers Name
	Type of Service
	Billing Terms
	Term
	Price
	Tax Information

Each State Commission and utility requires different mandatory requirements to be listed on their Terms and Conditions. Once we are approved to serve customers in Ohio, we will be creating/generating Terms and Conditions that fill those requirements.

On the subsequent pages are copies of our Terms and Conditions for both Small Commercial and Residential Customers, for the utility, Metropolitan Edison Company (Met-Ed), in Pennsylvania.



## **Small Commercial WGL Energy Services, Inc. Electricity Supply - Terms & Conditions**

### **Background and General Conditions**

WGL Energy Services, Inc. (WGL Energy Services) is licensed by the Pennsylvania Public Utility Commission (License no. A-110158) to offer and supply electricity generation and transmission in Pennsylvania and is a qualified electricity supplier under Met-Ed's Tariff. Generation prices and charges are set by the electric generation supplier you have chosen. The Public Utility Commission regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services, WGL Energy Services prices are for electricity and transmission and include gross receipts tax. WGL Energy Services supplies electricity to your Electric Distribution Company, Met-Ed (Met-Ed or your EDC), based on how much you consume and Met-Ed delivers the electricity to you using their electricity distribution wires. The distribution of electricity cannot be terminated or interrupted by Met-Ed as a result of any dispute between you and WGL Energy Services. WGL Energy Services is a subsidiary of WGL Holdings, Inc., and an affiliate company of Washington Gas. The WGL Energy Services Electricity Supply - Offer (Offer), together with these WGL Energy Services Electricity Supply - Terms and Conditions (Terms and Conditions), constitute the entire WGL Energy Services Electricity Supply Agreement (Agreement) between you and WGL Energy Services. You must remain a Met-Ed customer in Pennsylvania and provide WGL Energy Services with complete and accurate information to begin and continue service.

### **Right of Rescission**

You have the right to cancel this agreement at any time before midnight of the third business day after enrollment by contacting the WGL Energy Services Customer Care Center at 844-4 ASKWGL (844-427-5945).

### **Electricity Supply Service**

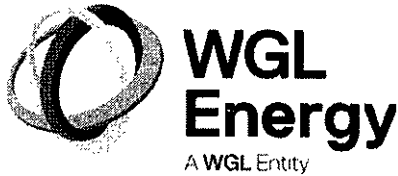
WGL Energy Services agrees to sell you electricity supply at the price, term, wind power percentage and wind power source indicated in the Offer and Contract Summary Table. These prices apply 24 hours a day and will begin on your next applicable Meter Read Date. The WGL Energy Services Fixed Price Plan will extend for the term indicated in the Offer. If you select the WGL Energy Services Variable Price Plan, the monthly price indicated in the Offer and Contract Summary Table is only for the first month's usage and the price for your electricity supply in future months may vary based on WGL Energy Services' costs of procuring wholesale electricity, PJM costs and fees, and other market factors. There are no ranges or ceilings to the price or limit to how much the price may change from one billing cycle to the next and your price can be higher or lower than your EDC's in any given month. You may obtain the previous 24 months' average monthly bill prices at [www.wglenergy.com](http://www.wglenergy.com) or by contacting 844-4 ASKWGL (844-427-5945). Prices will be posted on or before the 25th day of each month for the following month's usage. Historical pricing is not indicative of present or future pricing.

### **Wind Power Service**

WGL Energy Services agrees to sell you wind power at the percentage, prices and source indicated in the Offer. If you choose to purchase electricity generated from wind power when a previously executed Agreement between you and WGL Energy Services is in effect, this choice shall amend and be incorporated into your prior Agreement. Wind power is provided by WGL Energy Services by purchasing wind renewable energy certificates from wind farms consistent with the wind source and percentage indicated in the Offer.

### **Green-e® Energy**

CleanSteps®, PA, and National WindPower from WGL Energy are Green-e Energy certified, and meet the environmental and consumer-protection standards set forth by the non-profit Center for Resource Solutions. Learn more at [www.green-e.org](http://www.green-e.org). The prospective product content labels are available at <https://www.wglenergy.com/fuel-mix-and-emissions-disclosure>. Renewable Energy Certificates (REC) do not contain electricity. A REC represents the



environmental benefits of 1 megawatt hour (MWh) of renewable energy that can be paired with electricity. National WindPower is a Green-e Energy certified REC product. WGL Energy is also supplying your electricity. Green-e Energy has only certified the RECs, which may be sourced from outside of your local electricity distribution area. For more information, see [www.wglenergy.com/RECs](http://www.wglenergy.com/RECs).

#### **Billing and Payment**

You will receive a single bill from your EDC that will contain their charges and WGL Energy Services' charges. Payments will be due and payable to your EDC according to your EDC's billing schedule and policies. You are responsible for WGL Energy Services charges, your EDC's charges consistent with their filed tariffs, and for all applicable taxes. If you are exempt from sales tax, you must submit a sales tax exemption form to WGL Energy Services before any exemption can be processed. WGL Energy Services may charge a late payment fee of 1.25% per month on any past due balances. WGL Energy Services reserves the right to change billing methods. You will be responsible for all costs, including legal fees, associated with the collection of outstanding balances.

#### **Net Metering**

If you currently own, or plan to install during the term of this Agreement an electrical generating facility in order to supply any of your electricity usage, and the generating facility is or will be net metered by your EDC, you must notify WGL Energy Services in order for us to properly enroll or continue to serve you. For any billing period during which you generate more electricity than you use, WGL Energy Services will calculate any credits due and will attempt to apply them to WGL Energy Services' charges during the next billing cycle. If net metering credits accumulate, WGL Energy Services will calculate the payment owed once per year after May 31, and provide payment to you once per year, by June 30, at the price indicated in your Offer.

#### **The WGL Energy Services Budget Bill Plan**

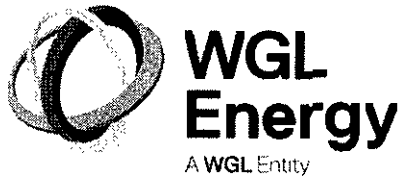
If you select the WGL Energy Services Budget Bill Plan: Following account reconciliation with your EDC, if any, WGL Energy Services will calculate a monthly budget amount for WGL Energy Services' electricity supply charges and combine this budget amount with your EDC's budget amount for distribution charges. Any adjustments to your budget bill amount by WGL Energy Services or your EDC will not necessarily occur on the same billing cycle.

#### **Automatic and Early Contract Renewal Options**

If you have a fixed term contract approaching the expiration date or whenever we propose to change the terms of service in any type of contract, you will receive two separate written notifications that precede either the expiration date or the effective date of the proposed changes. These notifications will explain your options going forward. This Agreement shall be automatically renewed without an early cancellation fee with the new Offer, unless you cancel the renewal of this Agreement by notifying us no later than 30 days prior to the end of the term. If a renewal Offer is made that continues the effectiveness of an early cancellation fee, you will be asked to sign a renewal Agreement. WGL Energy Services may also offer you an Early Renewal Option by sending you notice of a new price for a fee. Upon payment of the fee, this Agreement shall be renewed at the new Offer for a Renewal Term. If you have been assigned a WGL Energy Services Account Manager, you can expect to receive an automatic or a renewal offer with revised Terms and Conditions Offer from your WGL Energy Services Account Manager at least forty-five (45) days before the end of the term of the Agreement, in which case you can accept or cancel the renewal offer by directly communicating with the WGL Energy Services Account Manager. Customers on the WGL Energy Services Variable Plan will not receive renewal notices from WGL Energy Services.

#### **Termination by WGL Energy Services**

WGL Energy Services may terminate this Agreement on 30 days written notice as a result of the following: (1) non-payment by you; (2) changes in any legislation, regulation or EDC tariff that adversely affect this Agreement; or (3)



Acts of God. The effective termination date will occur on the next applicable meter read date, and upon termination with WGL Energy Services, you will be returned to your EDC's service.

#### **Termination by Customer & Early Cancellation Fees**

You may cancel this Agreement by notifying WGL Energy Services in writing by mail or by calling us at 1-844-4 ASKWGL (1-844-427-5945). If you cancel this Agreement, the effective cancellation date will be on the next applicable meter read after your Utility company processes your cancellation request. Fixed Price Plan: You will be charged an early cancellation of the higher of: (1) \$200 if you cancel within the term of this contract, or (2) the difference between the Resale Cost of electricity and the price under this Agreement applied to estimated deliveries for the cancelled period. Resale Cost is defined as the Intercontinental Exchange (ICE) PJM - West Hub electricity commodity cost plus congestion costs for transporting such electricity to your business location using the close of business day price (as posted by ICE for PJM West-Hub) for the day you instruct WGL Energy Services to cancel this Agreement, plus utility losses. WGL Energy Services will waive the cancellation fee if you cease to operate or change your business location. Variable Price Plan: No cancellation fee applies. WGL Energy Services reserves the right to deny you subsequent enrollment in any WGL Energy Services energy supply service.

#### **Assignment**

You may not assign this Agreement. WGL Energy Services may transfer, assign or sell this Agreement in connection with any financing, to any of its affiliates, to anyone succeeding in interest to all or substantially all of WGL Energy Services' assets or business, or to another supplier licensed to conduct business in your EDC's service area.

#### **Change of Business Location**

If you move, you may cancel your Agreement without penalty by contacting WGL Energy Services by mail within 45 days of such change. A final meter reading will be made at your old address and your account will be closed and finalized with your EDC and WGL Energy Services. If you move within your EDC's service territory, you may have the option of signing a new Agreement with WGL Energy Services at your new location.

#### **Limitation of Liability**

You understand and agree that there are no warranties, either expressed or implied, associated with this offer or the natural gas and/or electricity service sold under this Agreement. WGL Energy Services will bear no liability to you or any third party for consequential, punitive, incidental, special, or indirect damages. This Agreement constitutes the entire Agreement between you and WGL Energy Services. No statement, promise or inducement made by either party that is not contained in this Agreement shall be valid or binding.

#### **Credit Checks**

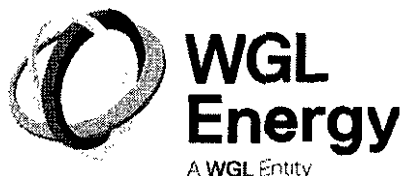
WGL Energy Services may perform a credit check and request financial data about you. WGL Energy Services reserves the sole right to determine if your credit standing is satisfactory for originating gas or electricity supply service under this Agreement. WGL Energy Services may require you to be current with your Utility company payments as a condition of originating or of continuing service in connection with this Agreement.

#### **Information Release Authorization**

Through this Agreement, you authorize WGL Energy Services to obtain information from your EDC that includes, but is not limited to: billing information and history, payment information and history, historical and future electricity usage, meter readings, including smart meter readings, and characteristics of electricity service.

#### **Dispute Procedures**

WGL Energy Services can be reached by mail at: WGL Energy Services Customer Care Center, P.O. Box 7600 Hampton, VA 23666-0600. Please contact WGL Energy Services at the address above or call our Customer Care Center toll free



at 844-4 ASKWGL (844-427-5945) Mon - Fri between 7:00 am to 7:00 pm ET, except holidays, to answer questions or resolve any disputes regarding this Agreement. You may call the Pennsylvania Public Utility Commission at 1-800-782-1110 or write to them at the Bureau of Consumer Service, P.O. Box 3265, Harrisburg, PA 17105-3265 if you are not satisfied after discussing your terms with WGL Energy Services. The Public Utility Commission's website address is [www.puc.state.pa.us](http://www.puc.state.pa.us) and more information about energy choice may be found at [www.papowerswitch.com](http://www.papowerswitch.com). The Office of Consumer Advocate's phone number is 717-783-5048 and their website address is [www.oca.state.pa.us](http://www.oca.state.pa.us).

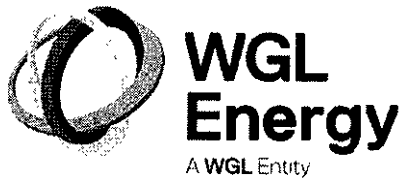
**Contact Information**

Supplier Name: WGL Energy Services, Inc., P.O. Box 7600 Hampton, VA 23666-0600, 844-4 ASKWGL (844-427-5945) (toll free) Mon - Fri. 7:00 am to 7:00 pm ET, except holidays, [www.wglenergy.com](http://www.wglenergy.com). Electric Distribution Company (Provider of Last Resort) & Universal Service Programs: Met-Ed, 2800 Pottsville Pike, Reading, PA 19605, 1-800-545-7741. Public Utility Commission: Pennsylvania Public Utility Commission, P.O. Box 3265, Harrisburg, PA 17105-3265, Electric Competition Hotline Number 1-800-692-7380.

**Key Definitions**

Generation Charge - Charge for the production of electricity. Transmission Charge - Charge for moving high voltage electricity from a generating facility to the distribution lines of the electric distribution company. Distribution Charge - Charge for delivering electricity from the electric distribution company to your home or business.

WGL Energy Services reserves the right to cancel the availability of its electricity offers at any time.



## **Residential WGL Energy Services, Inc. Electricity Supply - Terms & Conditions**

### **Background and General Conditions**

WGL Energy Services, Inc. (WGL Energy Services) is licensed by the Pennsylvania Public Utility Commission (License no. A-110158) to offer and supply electricity generation and transmission in Pennsylvania and is a qualified electricity supplier under Met-Ed's Tariff. Generation prices and charges are set by the electric generation supplier you have chosen. The Public Utility Commission regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services, WGL Energy Services prices are for electricity and transmission and include gross receipts tax. WGL Energy Services supplies electricity to your Electric Distribution Company, Met-Ed (Met-Ed or your EDC), based on how much you consume and Met-Ed delivers the electricity to you using their electricity distribution wires. The distribution of electricity cannot be terminated or interrupted by Met-Ed as a result of any dispute between you and WGL Energy Services. WGL Energy Services is a subsidiary of WGL Holdings, Inc., and an affiliate company of Washington Gas. The WGL Energy Services Electricity Supply - Offer (Offer), together with these WGL Energy Services Electricity Supply - Terms and Conditions (Terms and Conditions), constitute the entire WGL Energy Services Electricity Supply Agreement (Agreement) between you and WGL Energy Services. You must remain a Met-Ed customer in Pennsylvania and provide WGL Energy Services with complete and accurate information to begin and continue service.

### **Right of Rescission**

You have the right to cancel this agreement at any time before midnight of the third business day after enrollment by contacting the WGL Energy Services Customer Care Center at 844-4 ASKWGL (844-427-5945).

### **Electricity Supply Service**

WGL Energy Services agrees to sell you electricity supply at the price, term, wind power percentage and wind power source indicated in the Offer and Contract Summary Table. These prices apply 24 hours a day and will begin on your next applicable Meter Read Date. The WGL Energy Services Fixed Price Plan will extend for the term indicated in the Offer. If you select the WGL Energy Services Variable Price Plan, the monthly price indicated in the Offer and Contract Summary Table is only for the first month's usage and the price for your electricity supply in future months may vary based on WGL Energy Services' costs of procuring wholesale electricity, PJM costs and fees, and other market factors. There are no ranges or ceilings to the price or limit to how much the price may change from one billing cycle to the next and your price can be higher or lower than your EDC's in any given month. You may obtain the previous 24 months' average monthly bill prices at [www.wglenergy.com](http://www.wglenergy.com) or by contacting 844-4 ASKWGL (844-427-5945). Prices will be posted on or before the 25th day of each month for the following month's usage. Historical pricing is not indicative of present or future pricing.

### **Wind Power Service**

WGL Energy Services agrees to sell you wind power at the percentage, prices and source indicated in the Offer. If you choose to purchase electricity generated from wind power when a previously executed Agreement between you and WGL Energy Services is in effect, this choice shall amend and be incorporated into your prior Agreement. Wind power is provided by WGL Energy Services by purchasing wind renewable energy certificates from wind farms consistent with the wind source and percentage indicated in the Offer.

### **Green-e® Energy**

CleanSteps®, PA, and National WindPower from WGL Energy are Green-e Energy certified, and meet the environmental and consumer-protection standards set forth by the non-profit Center for Resource Solutions. Learn more at [www.green-e.org](http://www.green-e.org). The prospective product content labels are available at <https://www.wglenergy.com/fuel-mix-and-emissions-disclosure>. Renewable Energy Certificates (REC) do not contain electricity. A REC represents the





environmental benefits of 1 megawatt hour (MWh) of renewable energy that can be paired with electricity. National WindPower is a Green-e Energy certified REC product. WGL Energy is also supplying your electricity. Green-e Energy has only certified the RECs, which may be sourced from outside of your local electricity distribution area. For more information, see [www.wglenergy.com/RECs](http://www.wglenergy.com/RECs).

#### **Billing and Payment**

You will receive a single bill from your EDC that will contain their charges and WGL Energy Services' charges. Payments will be due and payable to your EDC according to your EDC's billing schedule and policies. You are responsible for WGL Energy Services charges, your EDC's charges consistent with their filed tariffs, and for all applicable taxes. If you are exempt from sales tax, you must submit a sales tax exemption form to WGL Energy Services before any exemption can be processed. WGL Energy Services may charge a late payment fee of 1.25% per month on any past due balances. WGL Energy Services reserves the right to change billing methods. You will be responsible for all costs, including legal fees, associated with the collection of outstanding balances.

#### **Net Metering**

If you currently own, or plan to install during the term of this Agreement an electrical generating facility in order to supply any of your electricity usage, and the generating facility is or will be net metered by your EDC, you must notify WGL Energy Services in order for us to properly enroll or continue to serve you. For any billing period during which you generate more electricity than you use, WGL Energy Services will calculate any credits due and will attempt to apply them to WGL Energy Services' charges during the next billing cycle. If net metering credits accumulate, WGL Energy Services will calculate the payment owed once per year after May 31, and provide payment to you once per year, by June 30, at the price indicated in your Offer.

#### **The WGL Energy Services Budget Bill Plan**

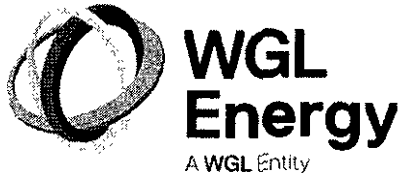
If you select the WGL Energy Services Budget Bill Plan: Following account reconciliation with your EDC, if any, WGL Energy Services will calculate a monthly budget amount for WGL Energy Services' electricity supply charges and combine this budget amount with your EDC's budget amount for distribution charges. Any adjustments to your budget bill amount by WGL Energy Services or your EDC will not necessarily occur on the same billing cycle.

#### **Automatic and Early Contract Renewal Options**

If you have a fixed term contract approaching the expiration date or whenever we propose to change the terms of service in any type of contract, you will receive two separate written notifications that precede either the expiration date or the effective date of the proposed changes. These notifications will explain your options going forward. This Agreement shall be automatically renewed without an early cancellation fee with the new Offer, unless you cancel the renewal of this Agreement by notifying us no later than 30 days prior to the end of the term. If a renewal Offer is made that continues the effectiveness of an early cancellation fee, you will be asked to sign a renewal Agreement. WGL Energy Services may also offer you an Early Renewal Option by sending you notice of a new price for a fee. Upon payment of the fee, this Agreement shall be renewed at the new Offer for a Renewal Term. If you have been assigned a WGL Energy Services Account Manager, you can expect to receive an automatic or a renewal offer with revised Terms and Conditions Offer from your WGL Energy Services Account Manager at least forty-five (45) days before the end of the term of the Agreement, in which case you can accept or cancel the renewal offer by directly communicating with the WGL Energy Services Account Manager. Customers on the WGL Energy Services Variable Plan will not receive renewal notices from WGL Energy Services.

#### **Termination by WGL Energy Services**

WGL Energy Services may terminate this Agreement on 30 days written notice as a result of the following: (1) non-payment by you; (2) changes in any legislation, regulation or EDC tariff that adversely affect this Agreement; or (3)



Acts of God. The effective termination date will occur on the next applicable meter read date, and upon termination with WGL Energy Services, you will be returned to your EDC's service.

#### **Termination by Customer & Early Cancellation Fees**

You may cancel this Agreement by notifying WGL Energy Services in writing by mail or by calling us at 844-4 ASKWGL (844-427-5945). If you cancel this Agreement, the effective termination date will be on the next applicable meter read after your EDC processes your cancellation request. Fixed Price Plan: An early termination fee of \$10 per month for each month that remains in your contract term will be charged to you. WGL Energy Services will bill this fee separately from the EDC bill; and, this fee will be due 30 days upon receipt of WGL Energy Services bill. This fee will be waived if you cancel within the applicable rescission period or if you move. Variable Price Plan, Fixed Price No Fee Plan and Customer Referral Program: No cancellation fee applies. Should you terminate this Agreement, you will have the option of returning to the EDC's service or choosing another electricity supplier. WGL Energy Services shall have the further right to deny you subsequent enrollment in any WGL Energy Services energy supply service.

#### **Change of Residence**

If you move, you may cancel your Agreement without penalty by contacting WGL Energy Services in writing by mail within 45 days of such change. A final meter reading will be made at your old address and your account will be closed and finalized with your EDC and WGL Energy Services. If you move within your EDC's service territory, you may have the option of signing a new Agreement with WGL Energy Services at your new residence.

#### **Assignment**

You may not assign this Agreement. WGL Energy Services may transfer, assign or sell this Agreement in connection with any financing, to any of its affiliates, to anyone succeeding in interest to all or substantially all of WGL Energy Services' assets or business, or to another supplier licensed to conduct business in your EDC's service area.

#### **Limitation of Liability**

You understand and agree that there are no warranties, either expressed or implied, associated with this offer or the natural gas and/or electricity service sold under this Agreement. WGL Energy Services will bear no liability to you or any third party for consequential, punitive, incidental, special, or indirect damages. This Agreement constitutes the entire Agreement between you and WGL Energy Services. No statement, promise or inducement made by either party that is not contained in this Agreement shall be valid or binding.

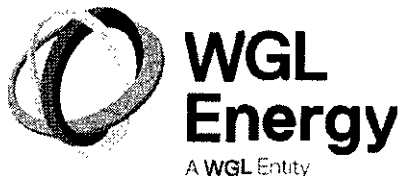
#### **Information Release Authorization**

Through this Agreement, you authorize WGL Energy Services to obtain information from your EDC that includes, but is not limited to: billing information and history, payment information and history, historical and future electricity usage, meter readings, including smart meter readings, and characteristics of electricity service.

#### **Dispute Procedures**

WGL Energy Services can be reached by mail at: WGL Energy Services Customer Care Center, P.O. Box 7600 Hampton, VA 23666-0600. Please contact WGL Energy Services at the address above or call our Customer Care Center toll free at 844-4 ASKWGL (844-427-5945) Mon - Fri between 7:00 am to 7:00 pm ET, except holidays, to answer questions or resolve any disputes regarding this Agreement. You may call the Pennsylvania Public Utility Commission at 1-800-782-1110 or write to them at the Bureau of Consumer Service, P.O. Box 3265, Harrisburg, PA 17105-3265 if you are not satisfied after discussing your terms with WGL Energy Services. The Public Utility Commission's website address is [www.puc.state.pa.us](http://www.puc.state.pa.us) and more information about energy choice may be found at [www.papowerswitch.com](http://www.papowerswitch.com). The Office of Consumer Advocate's phone number is 717-783-5048 and their website address is [www.oca.state.pa.us](http://www.oca.state.pa.us).

#### **Contact Information**



Supplier Name: WGL Energy Services, Inc., P.O. Box 7600 Hampton, VA 23666-0600, 844-4 ASKWGL (844-427-5945) (toll free) Mon - Fri. 7:00 am to 7:00 pm ET, except holidays, [www.wglenergy.com](http://www.wglenergy.com). Electric Distribution Company (Provider of Last Resort) & Universal Service Programs: Met-Ed, 2800 Pottsville Pike, Reading, PA 19605, 1-800-545-7741. Public Utility Commission: Pennsylvania Public Utility Commission, P.O. Box 3265, Harrisburg, PA 17105-3265, Electric Competition Hotline Number 1-800-692-7380.

**Key Definitions**

Generation Charge - Charge for the production of electricity. Transmission Charge - Charge for moving high voltage electricity from a generating facility to the distribution lines of the electric distribution company. Distribution Charge - Charge for delivering electricity from the electric distribution company to your home or business.

WGL Energy Services reserves the right to cancel the availability of its electricity offers at any time.



**WGL  
Energy**  
A WGL Entity

## **WGL Energy Customer Care and Billing**

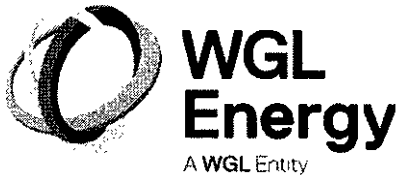
### Existing Operations Supporting Nearly 300,000 Customers

- A call center, and customer service team that serves customers in four main segments:
  - Mass market residential customers
  - Mass market commercial customers
  - Mid-size commercial customers
  - Large commercial & government customers
- A billing operation that offers both direct customer billing as well as billing through a consolidated utility bill

### Customer Experience Management Team

- Personal, high touch interactions with our customers.
- Our customer experience team would make it a priority to build out a tailored program to monitor and measure success for all customers specifically:
  - **A Voice of the Customer Program** – a program that is designed to obtain continual feedback from customers so that we are constantly learning about how we can do things better
  - **Personalized Customer Journey Maps** – a program that allows us to map out all the interactions of a given customer over time, looking for places across the experience where we are seeing consistent dissatisfaction as well as moments of customer delight
  - **Day to Day Involvement in Resolving Customer Problems, as Needed** – a standard component of our service model that ensure the right people are involved during an escalation, to make sure the client experiences as little dissatisfaction as possible during the resolution process.





## Billing

Below is WGL Energy's Billing Statement for each type of customer.

### Large Commercial

#### **BILLING, PAYMENT, CREDIT AND TAX**

**A. Monthly Billing.** Unless otherwise agreed in a Confirmation, Buyer's LDC/EDC, acting as Seller's billing agent, shall bill Buyer monthly for purchases made under this Agreement. Buyer shall pay the bill in accordance with the LDC/EDC payment terms. If during the effectiveness of this Agreement, Buyer's utility adopts purchase of receivables discount rates applicable to one or more of Buyer's accounts covered by this Agreement that in Seller's sole discretion would increase Seller's costs, Seller shall have the right to notify and bill Buyer directly for deliveries to such accounts at no additional cost or change in payment terms to Buyer. For accounts billed directly by Seller, payment shall be due to Seller within twenty (20) days after receipt of the invoice.

**B. Late Payment Charges.** For bills sent by the LDC/EDC as Seller's agent, the late payment practice pursuant to the tariff of the LDC/EDC shall apply. For accounts billed directly by Seller, bills not timely paid shall bear interest at a rate of 1% per month from the due date.

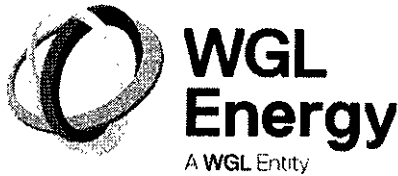
**C. Credit.** Buyer agrees to provide Seller with financial information and financial assurances that Seller deems reasonably necessary to ensure Buyer's full performance of its obligations hereunder. Buyer represents and warrants that all such information supplied shall be correct, that it has not filed, planned to file or have had filed against it, any bankruptcy proceedings, that it shall remain financially able to continue its business, and that it shall notify Seller promptly if it becomes aware of any situation which would alter its financial abilities.

**D. Taxes.** Seller will be responsible for all taxes assessed prior to the Delivery Point. Buyer will be responsible for all taxes assessed at the Delivery Point and thereafter, including any gross receipt taxes or sales taxes levied on the sale of natural gas, Carbon Offsets, electric power supply or "RECs". Applicable taxes will be collected on all natural gas, Carbon Offsets, electric power supply and REC sales made under this agreement unless Buyer provides Seller with a valid tax exemption certificate or other evidence of exemption.

### Small Commercial & Residential

#### **Billing and Payment**

You will receive a single bill from your EDC that will contain their charges and WGL Energy Services' charges. Payments will be due and payable to your EDC according to your EDC's billing schedule and policies. You are responsible for WGL Energy Services' charges, your EDC's charges consistent with their filed tariffs, and for all applicable taxes. If you are exempt from sales tax, you must submit a sales tax exemption form to WGL Energy Services before any exemption can be processed. WGL Energy Services may charge a late payment fee of 1.25% per



month on any past due balances. WGL Energy Services reserves the right to change billing methods. You will be responsible for all costs, including legal fees, associated with the collection of outstanding balances.

## Customer Service

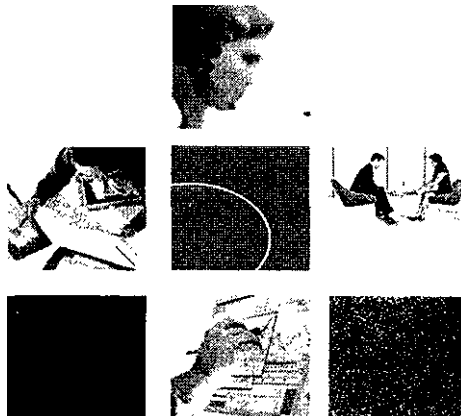
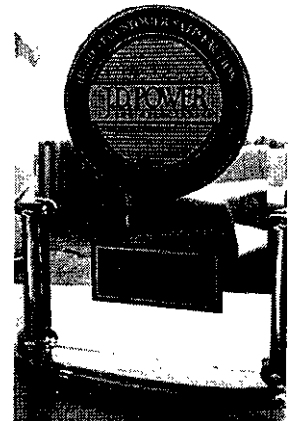
Customer service is an integral part of WGL Energy Services; as customers are the most vital asset. Without them, we would not and could not exist in business. When you satisfy your customers, they not only help you grow by continuing to do business with you but they will also recommend you to friends and associates.

Customer satisfaction is extremely important to WGL Energy Services. There are many components to customer service, and you need all of them to truly satisfy customers. Customer service involves being a kind, courteous, and professional face for the company. It also involves listening carefully to customers and helping to resolve their issues so that they remain happy and loyal. Listening is such a critical, and sometimes overlooked, part of customer service. Asking clarifying questions, repeating their concerns, and simply quietly listening are helpful ways to demonstrate that you are paying attention and that you care about their problems. Beyond listening, customer service is doing everything in one's power to efficiently and accurately serve each customer. Finally, customer service is about clearly explaining solutions to clients.

## J.D. Power Award

WGL Energy Services ranked second in residential customer satisfaction among Maryland competitive electricity suppliers, according to the J.D. Power 2013 Retail Electric Provider Satisfaction Study<sup>SM</sup>. The study was the first conducted by J.D. Power covering the Maryland energy market.

The J.D. Power study measured satisfaction by examining five key areas: price; communications; corporate citizenship; enrollment/renewal; and customer service. Results indicated that Maryland customers were among the most satisfied with their electricity suppliers across the eight states included in the study.



WGL Energy Services, Inc.

**Exhibit B-3**  
**Summary of Experience**



**WGL  
Energy**  
A WGL Entity

**B-3**

### **Exhibit B-3 "Summary of Experience"**

WGL Energy Services, Inc. (WGL Energy) is one of the largest competitive energy providers in the Mid-Atlantic region. WGL Energy was created to help customers in the Maryland, District of Columbia, Virginia, Delaware, and Pennsylvania regions take advantage of energy deregulation. WGL Energy supplies electricity, natural gas and green energy options to government, commercial and residential customers in Pennsylvania, Delaware, the District of Columbia, Maryland and Virginia.

WGL Energy Services is one of the largest deregulated electric suppliers in the region with over 100,000 customers with total annual consumption of 12 million MWh. WGL Energy is a wholly owned subsidiary of WGL Holdings Inc. (WGL), a holding company formed under the Public Utility Holding Company Act, and is an affiliate of Washington Gas Light Company. WGL Energy began its deregulated gas marketing operations in 1996, as utility tariffs in the Washington and Baltimore areas began to allow large numbers of customers to take advantage of new supply alternatives.

Since that time, WGL Energy has grown to serve more customers on the Washington Gas distribution system and the PEPCO electric distribution system than any other marketer. As a result, WGL Energy has developed a substantial customer base in this region, including large governmental and commercial customers behind BGE, PEPCO, Delmarva Power, MetEd, Potomac Edison, West Penn Power, PPL, Penelec, Duquesne Light, Chesapeake Utilities, PPL, PECO and Columbia Gas of Maryland, Pennsylvania, and Virginia, UGI Utilities, UGI Penn Natural, and Washington Gas.

The following is a list of type of customers WGL Energy Serves:

#### **Type of Customers**

Residential

Small Commercial

Large Commercial

Government

Industrial

Street Lighting



WGL Energy Services, Inc.

**Exhibit B-4**  
**Environmental Disclosure**

#### Exhibit B-4 Environmental Disclosure

WGL Energy Services does not generally own generation facilities to supply its retail customers other than a few solar projects. On a quarterly basis, the company will generally purchase energy in the PJM market and will report the generation resource mix based on the reported PJM residual resource mix adjusted for any renewable energy credits purchased by WGL Energy Services. The company will purchase RECs to comply with the Ohio alternative energy portfolio standards as well as additional voluntary REC purchases for customers that desire higher levels of renewable energy in their supply. The company will incorporate these REC purchases into the calculation of the generation resource mix as well as the emissions reports on a quarterly and annual basis. Lastly, we will develop our annual projections by looking at our historical environmental disclosure data and use that as a baseline from which we will project the following year's disclosure data.

WGL Energy Services, Inc.

**Exhibit B-5**  
**Disclosure of Liabilities and Judgments**

## Exhibit B-5 Disclosure of Liabilities and Investigations

There are no existing, pending or past rulings, judgments, contingent liabilities, revocation of authority, regulatory investigations, or any other matter that will impact WGL Energy Services' financial or operational status or ability to provide the services for which it seeks to be certified.

WGL Energy Services, Inc.

**Exhibit C-1**  
**Annual Reports**

## Exhibit C-1 Annual Reports

The Applicant's 2017 and 2018 Annual Reports are publicly available and can be accessed at the weblinks below:

2017 Annual Report: <http://www.wglholdings.com/static-files/a430a53c-08a7-4c8b-a2fd-b11f717776d5>

2018 Annual Report: <http://www.wglholdings.com/node/20716/html>

WGL Energy Services, Inc.

**Exhibit C-2**  
**SEC Filings**

The Applicant's most recent SEC 10-K's are publicly available and can be accessed at the weblinks below:

2016 10-K: <http://www.wglholdings.com/static-files/9441409c-9782-4392-a20a-d3887ffb6c33>

2017 10-K: <http://www.wglholdings.com/static-files/88b6be3d-1853-4b79-97c6-20a912334874>



WGL Energy Services, Inc.

**Exhibit C-6**  
**Credit Rating**

## Exhibit C-6 Credit Rating

WGL Energy Services (WGL Energy) provides a snapshot of its parent company WGL Holdings' credit ratings from S&P Global Ratings and Moody's Investors Service, as seen on the second page.

**Moody's Credit Rating**

**WGL HOLDINGS, INC.**

Outlook Negative

Senior Unsecured Baa1

Commercial Paper P-2

**WASHINGTON GAS LIGHT COMPANY**

Outlook Negative

Senior Unsecured A2

Pref. Stock Baa1

Commercial Paper P-1

*Source: Moody's Investors Service*

**S&P Credit Rating**

**Ratings Score Snapshot**

WGL Holdings Inc.

Issuer Credit Rating: BBB/Negative/A-2

Business risk: Excellent

- Country risk: Very low

- Industry risk: Very low

- Competitive position: Excellent

Financial risk: Significant

- Cash flow/Leverage: Significant

Anchor: a-

Modifiers

- Diversification/Portfolio effect: Neutral (no impact)

- Capital structure: Neutral (no impact)

- Financial policy: Neutral (no impact)

- Liquidity: Adequate (no impact)

- Management and governance: Strong (no impact)

- Comparable rating analysis: Positive (+1 notch)

Stand-alone credit profile: a

- Group credit profile: bbb

- Entity status within group: Highly Strategic (-3 notches from SACP)

Washington Gas Light Co.

Issuer Credit Rating: A-/Negative/A-2

Business risk: Excellent

- Country risk: Very low

- Industry risk: Very low

- Competitive position: Excellent

Financial risk: Modest

- Cash flow/Leverage: Modest

Anchor: aa

Modifiers

- Diversification/Portfolio effect: Neutral (no impact)

- Capital structure: Neutral (no impact)

- Financial policy: Neutral (no impact)

- Liquidity: Adequate (no impact)

- Management and governance: Strong (no impact)

- Comparable rating analysis: Neutral (no impact)

Stand-alone credit profile: aa

- Group credit profile: bbb

- Entity status within group: Insulated (-4 notches from SACP)

WGL Energy Services, Inc.

**Exhibit C-7**  
**Credit Report**

Exhibit C-7 Credit Report

Not required as Exhibit C-6 Credit Rating is considered to be an "investment grade credit rating."

WGL Energy Services, Inc.

**Exhibit C-8**  
**Bankruptcy Information**

None.

Exhibit C-8 Bankruptcy Information

WGL Energy Services, Inc.

**Exhibit C-9**  
**Merger Information**



## Exhibit C-9 Merger Information

The Applicant became a wholly owned subsidiary of AltaGas, Ltd. in July of 2018. See attached letter summarizing the transaction.



**WGL**

ENERGY ANSWERS.  
ASK US

Exhibit C-9 Merger Information

101 Constitution Ave., NW  
Washington, DC 20080

WGL.com

July 9, 2018

Dear Valued Business Partner:

I am pleased to share with you that effective July 6, 2018, Washington Gas Light Company, WGL Energy Services, WGL Energy Systems, WGL Midstream and Hampshire Gas (each a "WGL Entity" and, collectively, the "WGL Entities") became wholly owned subsidiaries of AltaGas Ltd. AltaGas is a North American diversified energy infrastructure business with a focus on owning and operating assets to provide clean and affordable energy to its customers. The completion of the acquisition is the result of the work that began in early 2017 to seek regulatory approval for the transaction, and to prepare to operate as one company.

Our business names will remain the same and, more importantly, so will our dedicated workforce of employees.

WGL Energy will continue to deliver a full ecosystem of energy offerings, including natural gas, electricity, renewable energy, carbon reduction, distributed generation and energy efficiency. Our WGL Midstream business will continue to invest in, manage and develop natural gas storage and transportation projects. Many of the experienced management team members in place today will continue to run the companies.

Similarly, our regulated utility business, Washington Gas, will continue providing clean, safe and reliable natural gas to our more than 1.1 million customers across the District of Columbia, Maryland and Virginia.

The completion of this acquisition will not change the relationship between your company and the applicable WGL Entity. All current contracts and guarantees that are in place will remain in full effect under the same terms and conditions.

As the WGL Entities become part of a larger, more broad-based business that spans the United States and Canada, we are excited about the growth opportunities for our company and the Washington, D.C., metropolitan region. We look forward to our continued relationship. Should you have any questions, please do not hesitate to contact your counterpart at WGL Energy or WGL Midstream.

Sincerely,

Anthony M. Nee  
Vice President  
Strategy, Business Development and Non-Utility Operations

## Exhibit C-9 Merger Information

Merger Information: <https://wglholdingsinc.gcs-web.com/node/20521/html>

WGL Energy Services, Inc.

**Exhibit D-1**  
**Operations**



**WGL  
Energy**  
A WGL Entity

**D-1**

## **Exhibit D-1 "Operations"**

WGL Energy Services (WGL Energy) is one of the largest and longest-serving energy suppliers in the Mid-Atlantic, offering retail electricity, natural gas supply, wind power and carbon offsets to commercial, government and residential customers in the deregulated energy markets of Delaware, Maryland, Pennsylvania, Virginia and Washington, D.C.

<b>WGL Energy Electricity License Numbers</b>	
<b>Delaware</b>	DE PSC License No. 6042
<b>District of Columbia</b>	DC PSC License No. EA-00-6
<b>Maryland</b>	MD PSC License No. IR-227
<b>Pennsylvania</b>	PA PUC License No. A-110158
<b>Virginia</b>	VA SSC License No. E-6A

WGL Energy obtained necessary transmission agreements in 2000 to serve retail electric customers accounts in the District of Columbia and Maryland, and in 2003 to serve accounts in Pennsylvania.

WGL Energy performs all of the following functions to retail customers:

- The generation of power for retail sales
- The scheduling of retail power for transmission and delivery
- The provision of retail ancillary services
- Marketing
- Customer Service and billing

WGL Energy Services has dedicated staff members whose primary responsibilities are to monitor customer charges. This not only contributes to reporting accuracy, but also allows WGL Energy Services to offer customers cost transparency – both important components in helping customers achieve its goal.

WGL Energy Services operates under marked to market accounting methodology and utilizes a strict VaR (Value at Risk) tolerance for electricity and other commodities. All WGL Energy's counterparties are subject to a credit review and are allowed a specific credit limit. All credit limits and VaR limits are monitored on a daily basis. The calculation uses a one day holding period and a 95% confidence level. A value at risk of \$10,000 at 95% confidence level for a one day holding period means that for one day in 20, holding the portfolio for one day could result in a loss of \$10,000 or more.

WGL Energy Services, Inc.

**Exhibit D-2**  
**Operations Experience**

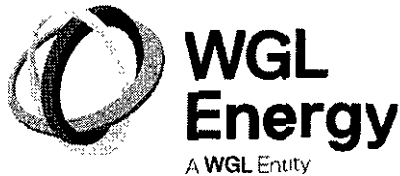
WGL Energy Services, Inc. (WGL Energy) is one of the largest competitive energy providers in the Mid-Atlantic region. WGL Energy supplies electricity, natural gas and green energy options to government, commercial and residential customers in Pennsylvania, Delaware, the District of Columbia, Maryland and Virginia. WGL Energy serves over 180,000 customers with total annual consumption of 12 million MWh and 65 BCF.

WGL Energy Services is committed to helping customers make smart energy decisions that help them save money and protect the environment. We combine our market expertise with answer-oriented services and data driven tools and technologies that demystify complex energy markets.

Our focus on answers promotes and encourages innovation and rapid improvements in the way we supply energy and provide customers with the right energy solutions. In this spirit, WGL Energy Services is a pioneer in bringing innovative products to the marketplace. In areas we serve, we are the most tenured and experienced supplier of renewable energy and green product options, being one of the first to offer wind power with electricity over a decade ago in 2003. In 2010, we became the first natural gas supplier to give customers the unique opportunity to match carbon offsets with their natural gas usage.

WGL Energy Services has a dedicated and experienced in-house staff who provide all of the operational capabilities needed to operate as a retail energy supplier; as demonstrated by its successful operations in multiple regulatory jurisdictions. This includes, but not limited to, the following services:

Operational Services Provided	
▪ Scheduling	▪ Billing
▪ Forecasting	▪ Enrollment
▪ Wholesale procurement	▪ Customer service
▪ Marketing	▪ Utility coordination
▪ Sales	▪ Compliance
▪ EDI transactions	▪ Regulatory Affairs



For our efforts, in 2011, 2014, and 2017 WGL Energy Services was named the Green Power Supplier of the Year by the Department of Energy and the EPA. We were also the recipient of the 2013 DC Mayor's Sustainability Award.

In 2014 WGL Energy Services ranked highest in residential customer satisfaction among Maryland competitive electricity suppliers, according to the J.D. Power 2014 Retail Electric Provider Residential Customer Satisfaction Study<sup>SM</sup>.

### **RELIABLE & EXPERIENCED**

We are one of the largest and longest-serving green energy suppliers in the Mid-Atlantic. And a deregulated subsidiary of WGL Holdings, Inc., which has been in business for over 170 years.

### **DIVERSIFIED**

We offer a competitive electricity and natural gas supply, plus a robust portfolio of green product solutions including:

Distributed Generation. Fuel Cells.  
Wind Power. Carbon Offsets.  
Solar Power. Combined Heat & Power.

### **AN HONORED GREEN POWER LEADER**

In 2011 and 2014, WGL Energy was named the Green Power Supplier of the Year by the DOE and EPA. WGL Energy was the recipient of the 2013 DC Mayor's Sustainability Award.



**GREEN POWER**  
Award Winner

**GREEN POWER**  
Award Winner

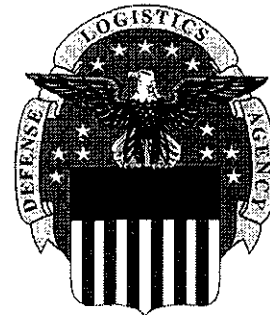
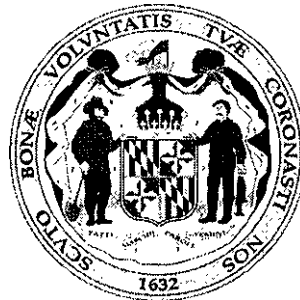
**GREEN POWER**  
Award Winner





WGL Energy Services has also served numerous municipal agencies including city and county school systems, public works agencies, and housing authorities. Most importantly, WGL Energy Services has served the electric supply needs of the City of Baltimore and the Participating Entities, including the public school systems of Baltimore City, Baltimore County, Howard County, Harford County and Anne Arundel County. WGL Energy Services also services Federal Government agencies, and the Commonwealth of Pennsylvania Department of General Services. Some of these entities include:

Name of Facility	Address of Facility	Capacity (MW)
General Services Administration	DC, MD	368 MW
Baltimore Regional Cooperative Purchasing Committee - BRCPG	MD	275 MW
State of Maryland	MD	186 MW
Montgomery County Public Schools	MD	40 MW
The Eastern Shore of Maryland Educational Consortium (ESMEC)	MD	27 MW
PA Department of General Services	PA	66 MW



**pennsylvania**  
DEPARTMENT OF GENERAL SERVICES

WGL Energy Services, Inc.

**Exhibit D-3**  
**Key Technical Personnel**



D-3

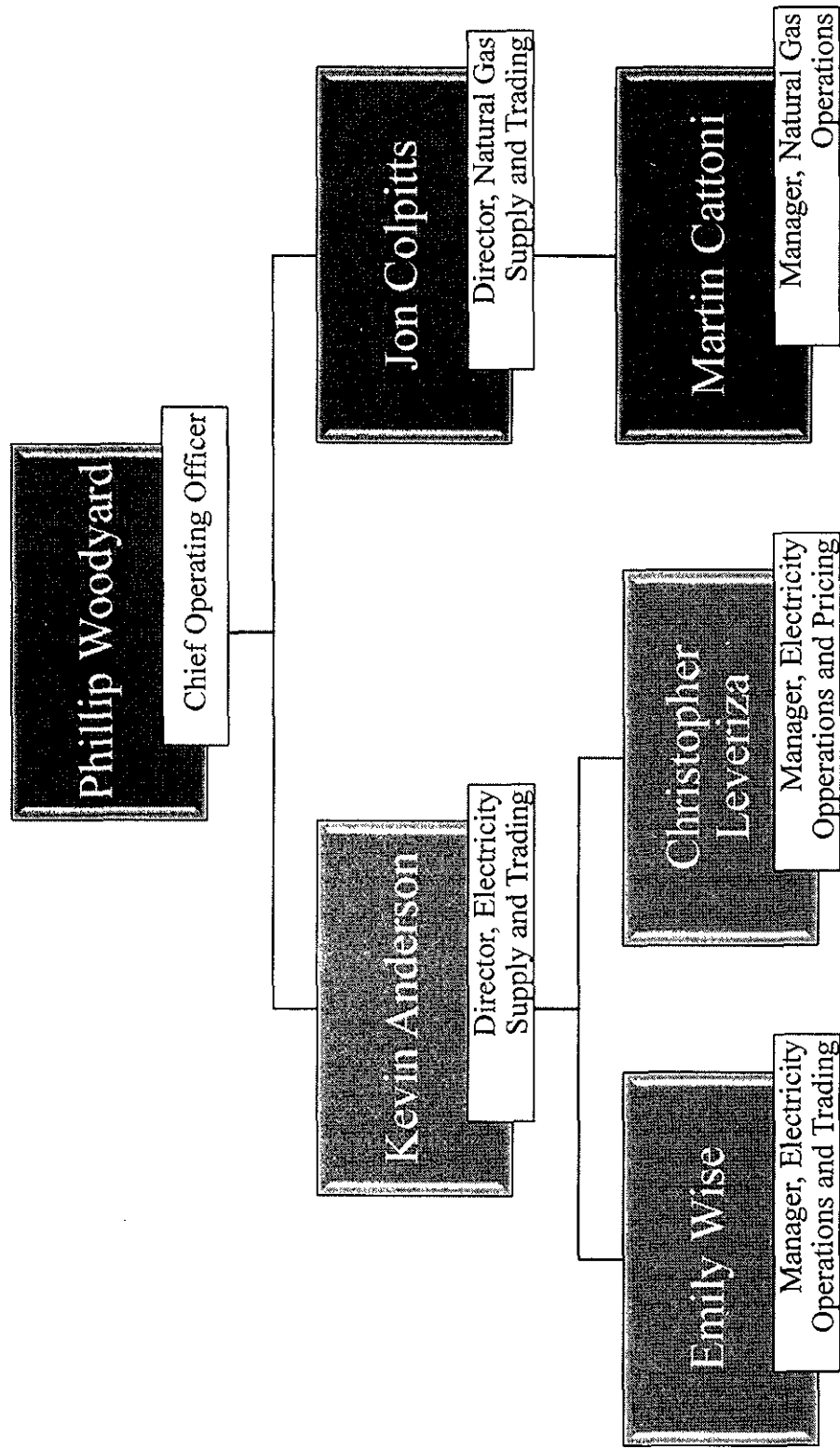
Exhibit D-3 "Key Technical Personnel"

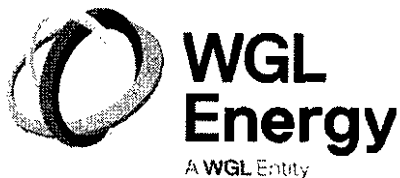
Below is a list of the key personnel involved in the operational aspects at WGL Energy.

Key Technical Operational Personnel			
Name	Title	Email Address	Phone Number
Phillip Woodyard	Chief Operating Officer	<a href="mailto:Phillip.Woodyard@wglenergy.com">Phillip.Woodyard@wglenergy.com</a>	703-287-9528
Kevin Anderson	Director, Electricity Supply and Trading	<a href="mailto:Kevin.Anderson@wglenergy.com">Kevin.Anderson@wglenergy.com</a>	703-287-9545
Jon Colpitts	Director, Natural Gas Supply and Trading	<a href="mailto:Jon.Colpitts@wglenergy.com">Jon.Colpitts@wglenergy.com</a>	703-287-9549
Martin Cattoni	Manager, Natural Gas Operations	<a href="mailto:Martin.Cattoni@wglenergy.com">Martin.Cattoni@wglenergy.com</a>	703-287-9554
Emily Wise	Manager, Electricity Operations and Trading	<a href="mailto:Emily.Wise@wglenergy.com">Emily.Wise@wglenergy.com</a>	703-287-9546
Christopher Leveriza	Manager, Electricity Operations and Trading	<a href="mailto:Christopher.Leveriza@wglenergy.com">Christopher.Leveriza@wglenergy.com</a>	703-287-9538

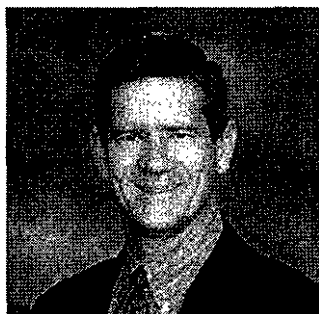


Below is an Organization Chart of the key personnel involved in the operational aspects at WGL Energy.





## Key Personnel Bios



### PHIL WOODYARD

*Chief Operating Officer*

WGL Energy

#### Professional Experience

Mr. Woodyard directs the electricity and natural gas supply portfolios to include retail pricing development and quantitative analysis. Responsibilities include the acquisition, transportation, scheduling, and design of the energy supply and risk management for WGL Energy Services' retail load along with customer billing operations. Previous experience includes gas supply, acquisition and portfolio management, cash management and strategic finance at Washington Gas.

#### INDUSTRY EXPERTISE

Acquisition  
Regulatory analysis  
Natural Gas Supply  
Electricity Supply

#### Name of Firm & Years with the Firm

- WGL Energy Service, Inc., 1996 – present

#### Education, Degrees, Professional Licenses, & Affiliations

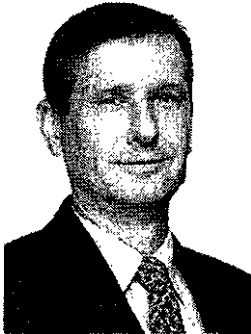
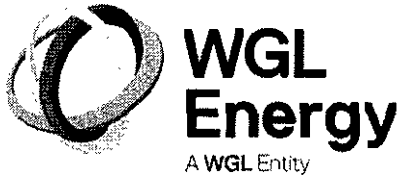
- Master of Business Administration
- Bachelor of Arts, Economics

#### Total Years of Experience

- Years of Experience: 31 years

#### Business Location

- Vienna, VA



## **KEVIN ANDERSON**

*Director, Electricity Supply and Trading*

**WGL Energy**

### **Professional Experience**

Mr. Anderson is responsible for all aspects of Retail Electric Portfolio including Risk Management, Wholesale Electric Supply, Large Commercial Price Structure, Scheduling, Compliance and Voluntary Renewable Energy Credit Purchasing and Sales. He manages a team of experienced sales professionals who offer competitive electricity and renewal energy products to commercial and industrial consumers in Delaware, Virginia, District of Columbia, Pennsylvania, and Maryland.

### **INDUSTRY EXPERTISE**

Cash management  
Regulatory analysis  
Electricity Supply  
Trading  
Renewable Energy Credits (RECs)

### **Name of Firm & Years with the Firm**

- WGL Energy Service, Inc., 1996 – present

### **Education, Degrees, Professional Licenses, & Affiliations**

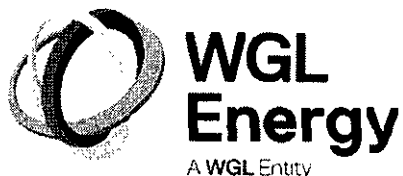
- Master of Business Administration
- Bachelor of Science, Accounting

### **Total Years of Experience**

- Years of Experience: 29 years

### **Business Location**

- Vienna, VA



## **EMILY WISE**

*Manager, Electricity Operations and Trading*

**WGL Energy**

### **Professional Experience**

Ms. Wise is responsible for analyzing and pricing customer loads and structuring wholesale supply transactions to meet retail obligations. Prior to joining WGL Energy Services, Ms. Wise gained 3 years' experience working for a wholesale power consulting firm, focusing on new generation cost/benefit analysis.

### **Name of Firm & Years with the Firm**

- WGL Energy Service, Inc., 2002 – present

### **Education, Degrees, Professional Licenses, & Affiliations**

- Bachelor of Arts, Economics

### **INDUSTRY EXPERTISE**

Cash management  
Regulatory analysis  
Electricity Supply  
Trading  
Renewable Energy Credits (RECs)

### **Total Years of Experience**

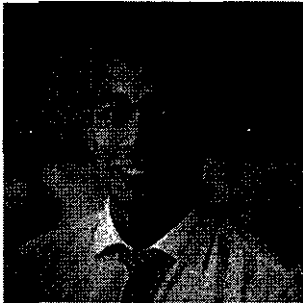
- Years of Experience: 19 years

### **Business Location**

- Vienna, VA



**WGL  
Energy**  
A WGL Entity



**CHRIS LEVERIZA**

*Manager, Electricity Operations and Pricing*

**WGL Energy**

**Professional Experience**

Mr. Leveriza is responsible for analyzing and pricing customer loads as well as wholesale market transactions for the supply portfolio. Mr. Leveriza has eight years of experience in the electricity industry and has worked for other retail marketers where he was responsible for pricing, wholesale trading and risk management.

**Name of Firm & Years with the Firm**

- WGL Energy Service, Inc., 2011 – present

**Education, Degrees, Professional Licenses, & Affiliations**

- Bachelor of Arts, Economics

**INDUSTRY  
EXPERTISE**

Cash management  
Regulatory analysis  
Electricity Supply  
Trading  
Renewable Energy Credits (RECs)

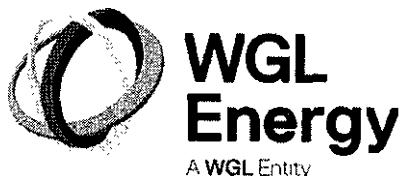
**Total Years of Experience**

- Years of Experience: 16 years

**Business Location**

- Vienna, VA





## **JON COLPITTS**

*Director, Natural Gas Supply and Trading*

**WGL Energy**

### **Professional Experience**

Mr. Colpitts is responsible for the acquisition, transportation, scheduling, and design of gas supply portfolios. He develops pricing for natural gas products to support commercial and residential customer acquisition. Mr. Colpitts and his team tailor products to customers' preferences or requirements and package them into contracts with volume, fixed or variable pricing, tenure and terms that make it easy for customers to manage their heating and fuel costs.

### **INDUSTRY EXPERTISE**

Natural Gas  
Acquisition  
Transportation  
Scheduling  
Gas supply portfolios

### **Name of Firm & Years with the Firm**

- WGL Energy Service, Inc., 1996 – present

### **Education, Degrees, Professional Licenses, & Affiliations**

- Bachelor of Commerce, Business
- Energy Professionals

### **Total Years of Experience**

- Years of Experience: 22 years

### **Business Location**

- Vienna, VA



## **MARTIN CATTONI**

*Manager, Natural Gas Operations*

**WGL Energy**

### **Professional Experience**

Mr. Cattoni manages a team of experienced natural gas professionals who offer competitive natural gas prices to commercial and industrial consumers in Delaware, Virginia, District of Columbia, Pennsylvania, and Maryland. He is involved in managing risk that WGL Energy Services takes on, and mitigates discrepancies between Local Distribution Companies and company meters in a timely manner.

### **Name of Firm & Years with the Firm**

- Ø WGL Energy Service, Inc., 2011– present

### **Education, Degrees, Professional Licenses, & Affiliations**

- Ø Masters of Business Administration
- Ø Bachelor of Science, Economics

### **INDUSTRY EXPERTISE**

Pipeline Monitoring  
Natural Gas Analysis  
Pipeline Monitoring  
Risk Management

### **Total Years of Experience**

- Ø Years of Experience: 30 years

### **Business Location**

- Ø Vienna, VA

WGL Energy Services, Inc.

**Exhibit D-4**  
**FERC Power Marketer License Number**



**WGL  
Energy**  
A WGL Entity

**D-4**

**Exhibit D-4 "FERC Power Marketer License Number"**

Below is WGL Energy Services FERC Power Marketer License Number information:

WGL Energy Services received its FERC Marketing License under Docket No. ER96-2830, with an application date of August 27, 1996 and an approval date of October 18, 1996.

FERC License Information	
<b>FERC Docket No.</b>	ER96-2830
<b>Date of Application</b>	8/27/1996
<b>Accession Number</b>	19961025-0401
<b>Date of Approval</b>	10/18/1996
<b>Amendment of Name Change</b>	1/15/2015