

## AMENDMENT NO. 2 TO FSS SERVICE AGREEMENT

Amendment No. 2 to FSS Service Agreement, dated October 30, 2020, (the "**Amendment**"), between Cook Inlet Natural Gas Storage Alaska, LLC, ("**Seller**"), and Chugach Electric Association, Inc., an Alaska electric cooperative association having its principal place of business at Anchorage, Alaska ("**Customer**", and together with **Seller**, the "**Parties**", and each, a "**Party**").

WHEREAS, the Parties have entered into a FSS Service Agreement, dated July 27, 2011 (the "**Chugach FSS Agreement**");

WHEREAS, Customer and the Municipality of Anchorage ("**MOA**") have entered into a certain Asset Purchase and Sale Agreement, dated as of December 28, 2018, as amended or modified (the "**APA**"), whereby Customer will purchase substantially all of the assets of the MOA's Municipal Light and Power Department ("**ML&P**"), hereinafter referred to as the "**ML&P Acquisition**";

WHEREAS, the Closing of the ML&P Acquisition is expected to occur on October 30, 2020;

WHEREAS, Seller and ML&P have also entered in a FSS Service Agreement, dated August 3, 2011 (the "**ML&P FSS Agreement**");

WHEREAS, through the ML&P Acquisition, MOA will assign, transfer, and deliver to Customer all of MOA's right, title, and interest in, to, and under the ML&P FSS Agreement, and Customer will accept and assume all of MOA's right, title, interest in, to, and under the ML&P FSS Agreement ("**Assigned FSS Interests**");

WHEREAS, for administrative efficiency, the Parties hereto desire to terminate the ML&P FSS Agreement and amend the Chugach FSS Agreement ("Existing Agreement") to incorporate the Assigned FSS Interests on terms and subject to the conditions set forth herein;

WHEREAS, pursuant to Section VI.2 of the Chugach FSS Agreement, the amendments contemplated by the Parties must be contained in a written agreement signed by an authorized representative of each Party.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. Capitalized terms used and not defined in this Amendment have the respective meanings assigned to them in the Existing Agreement.

2. Amendments to the Existing Agreement. As of the Effective Date (defined below), the Existing Agreement is hereby amended or modified as follows:

(a) Appendix A of the Existing Agreement is hereby deleted in its entirety and replaced with the attached Appendix A – Revised.

3. Date of Effectiveness; Limited Effect. This Amendment shall continue in full force and effect from the date upon which satisfaction of the following conditions precedent occurs: (1) Customer shall have closed the ML&P Acquisition and (2) the Parties shall have received all necessary regulatory approvals (the "**Effective Date**"). Billing under this Amendment shall begin on the first day of the month following satisfaction of the conditions precedent. Except as expressly provided in this Amendment, all of the terms and provisions of the Existing Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the Parties. Without limiting the generality of the foregoing, the amendments contained herein will not be construed as an amendment to or waiver of any other provision of the Existing Agreement or of any other related agreement or as a waiver of or consent to any further or future action on the part of either Party that would require the waiver or consent of the other Party. On and after the Effective Date, each reference in the Existing Agreement to "this Agreement," "the Agreement," "hereunder," "hereof," "herein," or words of like import, and each reference to the Existing Agreement in any other agreements, documents, or instruments executed and delivered pursuant to, or in connection with, the Existing Agreement, will mean and be a reference to the Chugach FSS Agreement as amended by this Amendment.

4. RCA Approval. This Amendment does not take effect without the prior acceptance or approval of the Regulatory Commission of Alaska ("**RCA**") and is at all times subject to revision by the RCA.

5. Representations and Warranties. Each Party hereby represents and warrants to the other Party that:

(a) It has the full right, power, and authority to enter into this Amendment and to perform its obligations hereunder and under the Chugach FSS Agreement as amended by this Amendment.

(b) The execution of this Amendment by the individual whose signature is set forth at the end of this Amendment on behalf of such Party, and the delivery of this Amendment by such Party, have been duly authorized by all necessary action on the part of such Party.

(c) This Amendment has been executed and delivered by such Party and (assuming due authorization, execution, and delivery by the other Party hereto) constitutes the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms

WITH RESPECT TO THIS AMENDMENT, EACH PARTY HERETO ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY THE OTHER PARTY, OR ANY OTHER PERSON ON SUCH OTHER PARTY'S BEHALF, EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION 5.

6. Miscellaneous.

(a) This Amendment is governed by and construed in accordance with the laws of the State of Alaska, without regard to the conflict of law provisions of such State.

(b) This Amendment shall inure to the benefit of and be binding upon each of the Parties and each of their respective permitted successors and assigns.

(c) The headings in this Amendment are for reference only and do not affect the interpretation of this Amendment.

(d) This Amendment may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same agreement.

(e) This Amendment constitutes the sole and entire agreement between the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first written above.

SELLER

By 

Name: John Sims

Title: President

CUSTOMER

By 

Name: Lee D. Thibert

Title: Chief Executive Officer

**Appendix A for Chugach Electric Association, Inc. - Revised**

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**Contract Quantities**

This Appendix A is effective: from the Commencement Date through March 31, 2013

Total Contract Quantity: 2.4 BcF .

Maximum Storage Quantity ("MSQ"): 2.4 BcF .

Contract Injection Quantity ("CIQ"): 27,000

Contract Withdrawal Quantity ("CWQ"): 35,000

Maximum Daily Injection Quantity ("MDIQ"):

<b>%MSQ</b>	<b>MDIQ (Mcf/day)</b>
0%-55%	27,000
55%-90%	17,820
>90%	13,500

Maximum Daily Withdrawal Quantity ("MDWQ"):

<b>%MSQ</b>	<b>MDWQ (Mcf/day)</b>
100%-45%	35,000
45%-20%	25,550
<20%	19,600

**Appendix A - Revised**  
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**Contract Quantities**

This Appendix A is effective: from April 1, 2013 through March 31, 2014.

Total Contract Quantity: 2.3 Bcf.

Maximum Storage Quantity ("MSQ"): 2.3 Bcf.

Contract Injection Quantity ("CIQ"): 27,000

Contract Withdrawal Quantity ("CWQ"): 35,000

Maximum Daily Injection Quantity ("MDIQ"):

<b>%MSQ</b>	<b>MDIQ (Mcf/day)</b>
0%-55%	27,000
55%-90%	17,820
>90%	13,500

Maximum Daily Withdrawal Quantity ("MDWQ"):

<b>%MSQ</b>	<b>MDWQ (Mcf/day)</b>
100%-45%	35,000
45%-20%	25,550
<20%	19,600

**Appendix A – Revised**  
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**Contract Quantities**

This Appendix A is effective: from April 1, 2014 through March 31, 2016.

Total Contract Quantity: 1.9 Bcf .

Maximum Storage Quantity ("MSQ"): 1.9 Bcf .

Contract Injection Quantity ("CIQ"): 27,000

Contract Withdrawal Quantity ("CWQ"): 35,000

Maximum Daily Injection Quantity ("MDIQ"):

<b>%MSQ</b>	<b>MDIQ (Mcf/day)</b>
0%-55%	27,000
55%-90%	17,820
>90%	13,500

Maximum Daily Withdrawal Quantity ("MDWQ"):

<b>%MSQ</b>	<b>MDWQ (Mcf/day)</b>
100%-45%	35,000
45%-20%	25,550
<20%	19,600

**Appendix A – Revised**  
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**Contract Quantities**

This Appendix A is effective: from April 1, 2016 through March 31, 2017.

Total Contract Quantity: 1.7 Bcf .

Maximum Storage Quantity ("MSQ"): 1.7 Bcf .

Contract Injection Quantity ("CIQ"): 27,000

Contract Withdrawal Quantity ("CWQ"): 35,000

Maximum Daily Injection Quantity ("MDIQ"):

<b>%MSQ</b>	<b>MDIQ (Mcf/day)</b>
0%-55%	27,000
55%-90%	17,820
>90%	13,500

Maximum Daily Withdrawal Quantity ("MDWQ"):

<b>%MSQ</b>	<b>MDWQ (Mcf/day)</b>
100% -45%	35,000
45%-20%	25,550
<20%	19,600

**Appendix A - Revised**  
**Page 5 of 6**  
**Contract Quantities**

This Appendix A is effective: from April 1, 2017 through Effective Date.

Total Contract Quantity: 1.6 Bcf .

Maximum Storage Quantity (“MSQ”): 1.6 Bcf .

Contract Injection Quantity (“CIQ”): 27,000

Contract Withdrawal Quantity (“CWQ”): 31,000

Maximum Daily Injection Quantity (“MDIQ”):

<b>% of MSQ</b>	<b>MDIQ (Mcf/day)</b>
0%-55%	27,000
55%-90%	17,820
>90%	13,500

Maximum Daily Withdrawal Quantity (“MDWQ”):

<b>% of MSQ</b>	<b>MDWQ (Mcf/day)</b>
100%-45%	31,000
45%-20%	22,630
<20%	17,360



**Appendix A - Revised**  
**Page 6 of 6**  
**Contract Quantities**

This Appendix A is effective: from Effective Date through March 31, 2032.

Total Contract Quantity: 2.1 Bcf .

Maximum Storage Quantity (“MSQ”): 2.1 Bcf .

Contract Injection Quantity (“CIQ”): 37,000 Mcf .

Contract Withdrawal Quantity (“CWQ”): 41,000 Mcf .

Maximum Daily Injection Quantity (“MDIQ”):

<b>% of MSQ</b>	<b>MDIQ (Mcf/day)</b>
0%-55%	37,000
55%-90%	24,420
>90%	18,500

Maximum Daily Withdrawal Quantity (“MDWQ”):

<b>% of MSQ</b>	<b>MDWQ (Mcf/day)</b>
100%-45%	41,000
45%-20%	29,930
<20%	22,960