

Exhibit B.1
Dominion Management Agreement

MANAGEMENT AGREEMENT

THIS MANAGEMENT AGREEMENT (this “*Agreement*”), dated as of [_____] (the “*Effective Date*”), is made and entered into by and between Dominion Energy, Inc. (“*Dominion Energy*”) and the South Carolina Public Service Authority (“*Santee Cooper*”), each of whom shall be referred to herein as a “*Party*” and collectively as the “*Parties*.”

RECITALS:

WHEREAS, pursuant to the Joint Resolution (Act No. 95 of 2019) adopted by the General Assembly of the State of South Carolina (the “*General Assembly*”) on May 21, 2019 and signed by the Governor of South Carolina on May 22, 2019 (the “*Joint Resolution*”), the South Carolina Department of Administration requested the submission of management proposals designed to improve the efficiency and cost effectiveness of Santee Cooper’s electric operations;

WHEREAS, Dominion Energy submitted such a proposal for the management of Santee Cooper, which proposal was accepted and approved by the General Assembly in accordance with the Joint Resolution;

WHEREAS, Dominion Energy and Santee Cooper now desire to enter into this Agreement, pursuant to which Dominion Energy will, from time to time, second employees of Dominion Energy and its Affiliates to Santee Cooper, all in accordance with the terms and provisions set forth herein;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. DEFINITIONS

As used in this Agreement, the following capitalized terms have the meanings set forth below:

“*Affiliate*” means, with respect to any Person, (a) any other Person directly or indirectly controlling, controlled by or under common control with such Person or (b) any Person owning or controlling fifty percent (50%) or more of the voting interests of such Person. For purposes of this definition, the term “controls,” “is controlled by” or “is under common control with” shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

“*Agreement*” has the meaning set forth in the Preamble.

“*Applicable Law*” means any applicable statute, law, regulation, ordinance, rule, determination, judgment, rule of law, order, decree, permit, approval, concession, grant, franchise, license, requirement, or any similar form of decision of, or any provision or condition of any permit, license or other operating authorization issued by any Governmental Authority having or asserting jurisdiction over the matter or matters in question, whether now or hereafter in effect.

“Benefit Plans” means each employee benefit plan, as defined in Section 3(3) of ERISA, and any other material plan, policy, program, practice, agreement, understanding or arrangement (whether written or oral), including, without limitation, any stock bonus, stock ownership, stock option, stock purchase, stock appreciation rights, phantom stock, restricted stock or other equity-based compensation plans, policies, programs, practices or arrangements, and any bonus or incentive compensation plan, deferred compensation, profit sharing, holiday, cafeteria, medical, disability or other employee benefit plan, program, policy, agreement or arrangement sponsored, maintained, or contributed to by Dominion Energy, its Affiliates, or Santee Cooper, as the case may be, or any of their ERISA Affiliates, or under which any of Dominion Energy, its Affiliates, Santee Cooper, or any of their respective ERISA Affiliates may have any obligation or liability, whether actual or contingent.

“Business Day” means a day, other than a Saturday or Sunday, on which banks in New York, New York are open for the general transaction of business.

“Central” means Central Electric Power Cooperative, Inc.

“Claim” means any existing or threatened future claim, including third-party claims, demand, suit, action, investigation, proceeding, governmental action or cause of action of any kind or character (in each case, whether civil, criminal, investigative or administrative), under any theory, including those based on theories of contract, tort, statutory liability, strict liability, employer liability, premises liability, products liability, breach of warranty or malpractice.

“Confidential Information” means all confidential, proprietary or non-public information of a Party, whether set forth in writing, orally or in any other manner, including all non-public information and material of such Party that another Party obtains knowledge of or access to, including non-public information regarding products, processes, business strategies and plans, customer lists, research and development programs, computer programs, hardware configuration information, technical drawings, algorithms, know-how, formulas, processes, ideas, inventions (whether patentable or not), trade secrets, schematics and other technical, business, marketing and product development plans, revenues, expenses, earnings projections, forecasts, strategies, profit and loss information, price lists, unannounced prices, pricing plans, customer lists and other customer-specific information, customer contracts, and other non-public business, technological, and financial information.

“Dominion Change of Control” means (a) the direct or indirect acquisition by any person (as such term is defined in Section 13(d) of the Securities Exchange Act of 1934, as amended) of beneficial ownership of more than 50% of the outstanding shares of the capital stock of Dominion Energy entitled to vote generally for the election of directors of Dominion Energy or (b) the election of a majority of the members of the board of directors of Dominion Energy by one or more Persons acting in concert and with the stated intention of effecting the replacement of the chief executive officer of Dominion Energy.

“Effective Date” has the meaning set forth in the Preamble.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

“**ERISA Affiliate**” means any entity that would be treated as a single employer with such other entity under Sections 414(b), (c) or (m) of the Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated thereunder or Section 4001(b)(1) of ERISA.

“**Extension Period**” has the meaning set forth in Section 6.

“**General Assembly**” has the meaning set forth in the Recitals.

“**Governmental Authority**” means any federal, state, local or foreign government or any provincial, departmental or other political subdivision thereof, or any entity, body or authority exercising executive, legislative, judicial, regulatory, administrative or other governmental functions or any court, department, commission, board, bureau, agency, instrumentality or administrative body of any of the foregoing.

“**Initial Term**” has the meaning set forth in Section 6.

“**Joint Resolution**” has the meaning set forth in the Recitals.

“**Loss**” and “**Losses**” has the meaning set forth in Section 11(a).

“**OPIC**” has the meaning set forth in Section 12.

“**Periods of Secondment**” has the meaning set forth in Section 2(d).

“**Person**” means any individual, partnership, limited partnership, joint venture, corporation, limited liability company, limited liability partnership, trust, unincorporated organization or Governmental Authority or any department or agency thereof.

“**Prime Rate**” means for any day, the rate of interest per annum published from time to time by *The Wall Street Journal* as the “prime rate.”

“**Receiving Party Personnel**” has the meaning set forth in Section 15(c).

“**Retained Rights**” has the meaning set forth in Section 2(c)(iii).

“**Santee Cooper Change of Control**” means (a) any event or series of events which results in a third party obtaining or assuming control of Santee Cooper, including a change in control over its operations in connection with any management or similar arrangement, such as an operations and maintenance agreement, entered into by Santee Cooper with any third party or (b) any transfer, sale, or other disposition, by operation of law or otherwise, directly or indirectly, of all or a majority of the assets, interests or rights, or that otherwise directly or indirectly causes a change in the ownership or control of, all or a majority of the assets, interests or rights of Santee Cooper.

“**Santee Cooper Indemnified Parties**” has the meaning set forth in Section 11(a).

“**Santee Cooper Premises**” has the meaning set forth in Section 4.

“**Santee Cooper Stakeholders**” has the meaning set forth in Section 12(c).

“*Seconded Employees*” has the meaning set forth in Section 2(a).

“*Seconded Employee Expenses*” means each of those costs set forth on Schedule III.

“*Services*” has the meaning set forth in Section 2(c)(i).

“*Services Reimbursement*” has the meaning set forth in Section 3(b).

“*Standard of Performance*” means the standard set forth in Section 8.

“*Temporary Officers*” has the meaning set forth in Section 2(b)(i).

“*Term*” has the meaning set forth in Section 6.

2. SECONDED EMPLOYEES

(a) **Seconded Employees**. Subject to the terms of this Agreement, Dominion Energy shall initially second three employees (such employees, together with any additional employees seconded by Dominion Energy from time to time pursuant to this Agreement, the “*Seconded Employees*”) that Dominion Energy reasonably believes are capable of satisfying the Standard of Performance to Santee Cooper, and Santee Cooper agrees to accept the secondment of the Seconded Employees for the purpose of performing the Services.¹ The Seconded Employees will remain at all times the employees of Dominion Energy or its applicable Affiliate, but shall work under the direction, supervision and control of Santee Cooper when they are serving as Seconded Employees and as otherwise specifically set forth herein.

(b) **Temporary Officers**.

(i) Santee Cooper hereby agrees that one or more of the Seconded Employees (the “*Temporary Officers*”) shall either (A) replace Santee Cooper’s Executive Vice President and Chief Operating Officer, Santee Cooper’s Senior Vice President and Chief Financial Officer and Santee Cooper’s Deputy Chief Executive Officer and Chief of Planning, or other senior officers of Santee Cooper as reasonably agreed between Santee Cooper’s Board of Directors and Dominion Energy or (B) assume roles in Santee Cooper’s organizational structure where the Persons currently serving as Santee Cooper’s Executive Vice President and Chief Operating Officer, Santee Cooper’s Senior Vice President and Chief Financial Officer and Santee Cooper’s Deputy Chief Executive Officer and Chief of Planning report to such Seconded Employees. Notwithstanding the foregoing, the authority of each Temporary Officer and Seconded Employee shall in all cases be subject to Santee Cooper’s President and Chief Executive Officer and Santee Cooper’s Board of Directors. Santee Cooper shall be solely responsible and liable for the actions of the Temporary Officers and Seconded Employees during their respective Periods of Secondment, and Santee Cooper acknowledges and agrees that the Temporary Officers and Seconded Employees are acting as agents for the benefit of Santee Cooper acting as principal.

¹ *NTD*: Initial group of Seconded Employees to be identified in connection with execution of the Management Agreement.

(ii) From time to time, at the request of Santee Cooper's Board of Directors, Dominion Energy shall (A) consider, subject to mutual agreement of the terms of such additional secondment, in good faith seconding additional Seconded Employees to replace other senior officers of Santee Cooper, including Santee Cooper's President and Chief Executive Officer and (B) consult with Santee Cooper's Board of Directors on recommended changes to the management structure of Santee Cooper. In the event that Dominion Energy agrees to second additional Seconded Employees to Santee Cooper to replace other senior officers of Santee Cooper, (X) Dominion Energy hereby agrees to discuss in good faith with Santee Cooper's Board of Directors additional changes to the constitution, duties and processes of the OPIC, as described in Section 12 of this Agreement, as may be reasonably necessary to further ensure that the Seconded Employees do not control the decision whether Santee Cooper should pursue joint savings opportunities or other joint measures with Dominion Energy and (Y) if Dominion Energy seconds a Seconded Employee to replace Santee Cooper's President and Chief Executive Officer, Dominion Energy hereby agrees to discuss in good faith with Santee Cooper's Board of Directors appropriate changes to ensure independent review of any joint savings opportunities or other joint measures with Dominion Energy, which may include the appointment of a senior officer to monitor the management and operations of Santee Cooper who shall report directly and exclusively to Santee Cooper's Board of Directors.²

(c) **Authority.**

(i) Each Seconded Employee will have the authority currently held by the individual that such Seconded Employee is replacing, as applicable, and such other authority as may be approved by Santee Cooper's Board of Directors, including (A) in the case of the Temporary Officers, with respect to the tasks set forth as responsibilities of each senior officer on Schedule I and (B) authority to undertake the efficiency and cost-cutting projects set forth on Schedule II. Dominion Energy shall also designate a Temporary Officer who shall serve as Santee Cooper's primary contact for communication with Central, shall as a part of his or her duties regularly consult with Central on the operations of Santee Cooper, and shall provide feedback based on such consultations to Santee Cooper. Each Temporary Officer shall report to Santee Cooper's President and Chief Executive Officer and the Santee Cooper Board of Directors. Each other Seconded Employee shall report to a Temporary Officer. The work performed by each such Seconded Employee pursuant to such authority is referred to herein as the "**Services.**"

(ii) The Seconded Employees shall provide their services exclusively to Santee Cooper on a full time basis, and shall have no actual or apparent authority to act on behalf of Dominion Energy in their capacity as Seconded Employees, nor shall they have any authority in their capacity as Seconded Employees that would require the approval of any Governmental Authority. No Seconded Employee will be involved in the business or affairs of Dominion Energy or its Affiliates, or manage or supervise any personnel of Dominion Energy or its Affiliates (other than Seconded Employees) at any time during the term of such Seconded Employee's secondment, other than administrative duties associated with being an employee of Dominion Energy or its Affiliates.

² **NTD:** To the extent requested by the General Assembly as part of its evaluation of this proposal, Dominion is willing to consider seconding additional employees in connection with the upfront execution of this Agreement.

(iii) No Seconded Employee shall discuss the business or operations of Santee Cooper with any employee or officer of Dominion Energy or its Affiliates at any time during the term of such Seconded Employee's secondment, other than as may be necessary or appropriate to perform the Services hereunder. No Seconded Employee shall, (A) during the two year period following the end of his or her Period of Secondment, disclose any Confidential Information of Santee Cooper to any employee or officer of Dominion Energy or its Affiliates, (B) during the one (1) year period following the end of his or her Period of Secondment, directly participate in any competitive bidding, marketing, pricing, pricing strategy, or any other duty at Dominion Energy that would be reasonably expected to rely on Confidential Information of Santee Cooper, or (C) at any time, disclose any competitively sensitive information of Santee Cooper or Confidential Information of Santee Cooper (including information on prices, rates, discounts, commercial terms offered to customers, and other confidential information that may be deemed to be competitively sensitive) in a manner contrary to Applicable Law, including anti-trust laws. No Seconded Employee shall have the authority to cause Santee Cooper to enter into, amend, or terminate any material agreement between Santee Cooper and Dominion or its Affiliates, other than in the ordinary course of business, except with the approval of Santee Cooper's Board of Directors. Notwithstanding anything to the contrary herein, including Section 15(c), Dominion Energy retains all rights in its and its Seconded Employees' general skills, expertise, know-how, methodologies, routines, impressions, experience and other non-specific knowledge ("**Retained Rights**"). Furthermore, Dominion Energy and its Affiliates shall be free to use, disclose and employ any of the Retained Rights and any generalized ideas, concepts, know-how, methods, techniques or skills gained or learned during the course of performing the services provided hereunder for its and their own benefit or for the benefit of any third party, so long as Dominion Energy does not rely on any Confidential Information of Santee Cooper in connection therewith.

(iv) Subject to the final sentence of Section 2(c)(iii), it is understood and agreed that (A) each Seconded Employee, has prior to the commencement of his or her secondment, performed services for Dominion Energy or its Affiliates that may be similar to the responsibilities of such Seconded Employee pursuant to this Agreement, and (B) in the course of performing the Services for Santee Cooper during their secondment, such Seconded Employee may be invited by Dominion Energy, its Affiliates and/or third parties to discuss certain assets, operations or business and/or potential joint opportunities being evaluated by the OPIC. A Seconded Employee may discuss such matters with Dominion Energy, its Affiliates and/or a third party, in each case to the extent the Seconded Employee continues to act in the best interests of Santee Cooper and such discussions do not materially interfere with the Seconded Employee's performance of the responsibilities assigned to such Seconded Employee as may be directed by Santee Cooper's President and Chief Executive Officer and/or the Santee Cooper Board of Directors, as long as the Seconded Employee first gives notice of such discussion to Santee Cooper and provides Santee Cooper a reasonable opportunity for a Santee Cooper employee to attend such discussion.

(v) Santee Cooper and Dominion Energy hereby acknowledge and agree that the Seconded Employees shall be screened from any matters relating to any pending or threatened litigation or other dispute proceedings between Santee Cooper and Dominion Energy, and each of Santee Cooper and Dominion Energy shall use commercially reasonable efforts to ensure that the Seconded Employees do not obtain any confidential information relating to such litigation or proceedings.

(d) **Periods of Secondment.** The Seconded Employees will be seconded hereunder from time to time to Santee Cooper starting on the date hereof and continuing until the earliest of:

- (i) the end of the term of this Agreement;
- (ii) with respect to a Seconded Employee, a withdrawal, departure, resignation or termination of such Seconded Employee; and
- (iii) with respect to a Seconded Employee, a termination of secondment of such Seconded Employee under Section 2(e).

The specific periods of time that any Seconded Employee is seconded by Dominion Energy to Santee Cooper and is providing the Services is referred to herein as the “*Periods of Secondment.*” Subject to Section 2(e), Dominion Energy envisions that the Period of Secondment for each of the initial Seconded Employees will be at least two years.

(e) **Change of Seconded Employees.**

(i) From time to time, Santee Cooper may reasonably request that Dominion Energy provide one or more additional Seconded Employees to serve in a senior management role for Santee Cooper. If Dominion Energy reasonably determines that such additional Seconded Employee or Seconded Employees are likely to benefit Santee Cooper by contributing to additional savings or increased efficiency at Santee Cooper and such secondment is unlikely to have a material and adverse impact on Dominion Energy, Dominion Energy will use commercially reasonable efforts to second such additional Seconded Employee or Seconded Employees.

(ii) Dominion Energy shall have the right to replace a Seconded Employee on 60 days’ prior written notice; provided that it uses commercially reasonable efforts to provide a suitable alternative replacement and provided, further, that, except in the event of a termination or resignation of a Seconded Employee, Dominion Energy will not replace a Seconded Employee any earlier than 12 months after the initial date of secondment of such Seconded Employee.

(f) **Termination of Secondment.**

(i) Dominion Energy or its Affiliates shall remain responsible for all employment action in respect of each Seconded Employee, including performance appraisals, career development, suspension and termination, and at no time shall Santee Cooper have the right to terminate the employment of any Seconded Employee by Dominion Energy or its Affiliates, as applicable. Communications by Santee Cooper regarding the performance of a Seconded Employee shall be made by Santee Cooper directly to Dominion Energy. If Santee Cooper reasonably determines that a Seconded Employee does not meet the Standard of Performance, or otherwise reasonably determines that a Seconded Employee’s performance of the Services is unsatisfactory, Santee Cooper may so notify Dominion Energy, and Dominion Energy and Santee Cooper shall discuss in good faith appropriate measures to take in respect of such Seconded Employee (including the replacement thereof).

(ii) Dominion Energy shall have the right to terminate any Seconded Employee at any time, for any reason or no reason. In the event that Dominion Energy terminates a Seconded

Employee, such Seconded Employee shall cease to be a Seconded Employee, and Dominion Energy shall provide a replacement for such Seconded Employee as soon as reasonably practicable, but in any event within 90 days of such termination.

(g) **Benefit Plans.** The secondment of the Seconded Employees shall not cause either Party to be deemed to be a participating employer in any Benefit Plan of the other Party during the Periods of Secondment. Subject to Santee Cooper's reimbursement obligations hereunder, Dominion Energy shall remain responsible for all obligations and liabilities arising under the express terms of the Benefit Plans of Dominion Energy as the employer of the Seconded Employees, and the Seconded Employees will be covered under such Benefit Plans subject to and in accordance with their respective terms and conditions, as they may be amended from time to time. Each Party and its ERISA Affiliates (if any) may amend or terminate any of its or their respective Benefit Plans in whole or in part at any time. The secondment of the Seconded Employees shall not cause Dominion Energy to assume any Benefit Plan of Santee Cooper or to have any obligations, liabilities or rights arising under the Benefit Plans of Santee Cooper, and shall not cause Santee Cooper to assume any Benefit Plan of Dominion Energy or to have any obligations, liabilities or rights arising under the Benefit Plans of Dominion Energy.

(h) **Work Product.** All work performed and any documents and materials prepared by Seconded Employees in the performance of their respective positions will be the work product of Santee Cooper and will be solely owned by Santee Cooper.

(i) **Non-Solicitation.** With respect to each Seconded Employee, from the Effective Date until the date that is the earlier of two (2) years after (A) the expiration or termination of this Agreement and (B) the expiration or termination of such Seconded Employee's employment by Dominion Energy or its Affiliates, Santee Cooper hereby agrees that it shall not directly or indirectly recruit, solicit, canvas, approach, entice or induce such Seconded Employee to alter, lessen or terminate his or her employment or otherwise cease his or her relationship with Dominion Energy or any of its Affiliates, or in any way intentionally interfere with the relationship between Dominion Energy or any of its Affiliates and such Seconded Employee, or solicit, offer employment to, otherwise attempt to hire, employ, or otherwise engage as an employee, director, manager, officer, or independent contractor, agent or otherwise, such Seconded Employee.

3. SERVICES REIMBURSEMENT

(a) Dominion Energy shall pay (and be solely responsible for), or shall cause its Affiliates to pay (and be solely responsible for), all expenses and costs in connection with the Seconded Employees, including those related to compensation, salaries, wages, social security taxes, other employment taxes, workers' compensation insurance, retirement and insurance and all other benefits (including health and welfare benefits), and other such expenses. Dominion Energy shall maintain (either directly or through self-insurance) workers' compensation insurance coverage for injuries or death to each Seconded Employee the level of which shall satisfy the minimum standards required by all Applicable Laws. Such compensation and benefits for the Seconded Employees shall be determined by Dominion Energy or its applicable Affiliate; provided, however, Dominion Energy agrees that it will not materially increase any compensation, commission, bonus, benefits or other direct or indirect remuneration payable or potentially payable to any Seconded Employee except as may be required by law, in the ordinary course of business,

consistent with Dominion Energy corporate policy or to the extent paid by Dominion Energy for which reimbursement is not sought.

(b) **Reimbursement of Expenses.** Dominion Energy shall invoice Santee Cooper on or before the tenth (10th) Business Day after the end of each month during the Term. The itemized invoice shall detail all Seconded Employee Expenses that are incurred by Dominion Energy with respect to the Seconded Employees during the preceding month (the “*Services Reimbursement*”). Santee Cooper shall, within ten (10) Business Days of receipt, pay each such invoice. Dominion Energy covenants and agrees that it will not invoice Santee Cooper for any portion of the Services Reimbursement relating to the Temporary Officers that materially exceeds an amount equal to the salary, bonuses, benefits and other expenses and costs paid by Santee Cooper to or in connection with the senior officers of Santee Cooper who will be replaced by or will report to the Temporary Officers pursuant to Section 2(b), unless such excess is pursuant to an increase contemplated by or permitted under Section 3(a).

(c) **Payment.** All payments to Dominion Energy hereunder shall be made to the account designated by Dominion Energy from time to time. Any payment not made when due shall bear interest at the Prime Rate plus 300 basis points, calculated on the basis of a 365-day year, from the date due until paid.

4. FACILITIES, EQUIPMENT AND OFFICES.

Santee Cooper shall provide each of the Seconded Employees access to, and the ability to utilize, appropriate offices, facilities, other premises and equipment (the “*Santee Cooper Premises*”), and access to books, records, information and employees, of Santee Cooper as may be necessary to conduct the Services. All such access to and use of the Santee Cooper Premises shall be subject to all rules, policies and procedures of Santee Cooper regarding access and use of the Santee Cooper Premises and adjacent areas by its own employees and contractors, including all reasonable security requirements applicable to accessing the premises and any systems, technologies, or assets of Santee Cooper. Access to office space shall include access to common parking areas, restrooms and break areas that are utilized by employees of Santee Cooper occupying areas included within or immediately adjacent to the Santee Cooper Premises, together with use of computer servers, telephone lines, other communication equipment, copiers and similar office equipment that serve the Santee Cooper Premises. Dominion Energy shall arrange, or cause its applicable Affiliates to arrange, for each Seconded Employee to work at such location as the responsibilities of such Seconded Employee from time to time require, but each Seconded Employee shall be based primarily in Moncks Corner, South Carolina.

5. BOOKS AND RECORDS

Dominion Energy shall keep books of account and other records, in reasonable detail and in accordance with generally accepted accounting principles and industry standards, consistently applied, with respect to the provision of the Services and the fees charged. Books of account and other records shall be open for Santee Cooper’s inspection during normal business hours upon at least five (5) Business Days’ prior written notice for twelve (12) months following the end of the calendar year in which such Services were rendered. This inspection right will include the right of Santee Cooper to have its accountants or auditors review such books and records. If an audit

reveals that Santee Cooper paid more than the applicable fees for any applicable audited period or service, Dominion Energy shall reimburse Santee Cooper for any amounts overpaid together with interest at a rate equal to the prime rate of interest on the original due date published by *The Wall Street Journal*, accruing from the date paid by Santee Cooper to the date reimbursed by Dominion Energy.

6. **TERM; RENEWAL**

This Agreement shall become effective on the Effective Date, and shall terminate on the tenth (10th) anniversary of the Effective Date (the “***Initial Term***”), and this Agreement shall thereafter automatically extend for up to two (2) renewal terms of two (2) years each (each, an “***Extension Period***,” and together with the Initial Term, the “***Term***”) unless either Party delivers written notice of cancellation to the other Party no later than six (6) months prior to the end of the Initial Term or the then-current Extension Period, as applicable.

7. **COVENANTS**

(a) **Taxes**. Dominion Energy shall pay or cause to be paid all taxes, levies, royalties, assessments, licenses, fees, charges, surcharges and sums due of any nature whatsoever (other than income taxes, gross receipt taxes and similar taxes) imposed by any federal, state or local government that Dominion Energy incurs in respect of the Seconded Employees, and Santee Cooper shall reimburse Dominion Energy therefor in accordance with the payment terms set forth in this Agreement.

(b) **Certain Tax Matters**. Dominion Energy agrees that it is not entitled to and will not take any tax position that is inconsistent with being a service provider to Santee Cooper with respect to any property or assets of Santee Cooper. Dominion Energy specifically agrees not to claim any depreciation or amortization deduction, investment tax credit, or deduction for any payment as rent with respect to any property or assets of Santee Cooper.

(c) **Annual Report**. Dominion Energy agrees that it shall submit an annual report to the Governor of the State of South Carolina, the President of the Senate of the State of South Carolina, and the Speaker of the House of Representatives of the State of South Carolina regarding the implementation of this Agreement as required by Section 3(A)(11) of the Joint Resolution.

8. **STANDARD OF PERFORMANCE**

Each Seconded Employee shall be reasonably experienced in the management and/or operations of utilities, shall have demonstrated success in a position with similar responsibilities and shall possess relevant qualifications to fulfill the role of the Temporary Officer or other position at Santee Cooper applicable to such Seconded Employee. Each Seconded Employee shall act in a manner that such Seconded Employee, acting reasonably and in good faith, believes to be in the best interests of Santee Cooper, and shall exercise that degree of skill and care as would be exercised by a reasonably prudent person performing similar services in similar circumstances.

9. **DEFAULT; TERMINATION**

(a) **Termination for Default**.

(i) A Party shall be in default under this Agreement if the Party materially breaches any provision of this Agreement and such breach is not cured within thirty (30) days after written notice thereof (which notice shall describe such breach in reasonable detail) is received by such Party from the other Party.

(ii) If either Party is in default as described above, then the non-defaulting Party may (A) terminate this Agreement upon notice to the defaulting Party and/or (B) pursue any other remedy at law or in equity.

(b) **Effect of Termination.** Upon expiration or termination of this Agreement, all rights and obligations of the Parties under this Agreement shall terminate; *provided, however*, that such termination shall not affect or excuse the performance of any Party (i) for any breach of this Agreement occurring prior to such termination, (ii) the payment of any amounts due but not yet payable under this Agreement, or (iii) under any of the following provisions of this Agreement that survive the termination of this Agreement indefinitely: Section 2(i), Section 11; Section 15; and Section 16. Upon expiration or termination of this Agreement, each Party shall return to the other Party any equipment or other property or materials of such other Party (including but not limited to any materials containing Confidential Information) that are in the possession or control of such Party or any Seconded Employees.

10. RELATIONSHIP OF THE PARTIES AND TO OTHER AGREEMENTS. Nothing in this Agreement shall constitute, or creates or is intended to create, an association, trust, partnership, joint venture or other entity or similar legal relationship among the Parties, impose a trust, partnership or fiduciary duty, obligation, or liability on or with respect to the Parties, or render any Seconded Employee an employee of Santee Cooper. Except as expressly provided herein, no Party is or shall act as or be the agent or representative of any other Party. For purposes of this Agreement, Dominion Energy shall be an independent contractor employed by Santee Cooper for a limited purpose.

11. INDEMNIFICATION

(a) **Indemnification by Dominion Energy.** Dominion Energy shall defend, indemnify and hold harmless Santee Cooper, and its officers, directors, employees, agents and representatives (collectively, the “*Santee Cooper Indemnified Parties*”) from and against all losses, damages, fines, costs, liabilities, obligations, taxes, fees, expenses and Claims, including any and all judgments or settlements of any kind or nature (to include interest) as well as court costs, reasonable attorneys’ fees and expenses, and any expenses incurred in enforcing this indemnity provision (each a “*Loss*” and collectively, “*Losses*”), actually incurred by, imposed upon or rendered against one or more of the Santee Cooper Indemnified Parties, whether based on contract or tort, or pursuant to any statute, Applicable Law, rule or regulation, and regardless of whether foreseeable or unforeseeable, all only to the extent that such Losses are the direct result of the fraud, willful misconduct or gross negligence of a Seconded Employee; PROVIDED THAT DOMINION ENERGY SHALL NOT BE OBLIGATED TO DEFEND, INDEMNIFY OR HOLD HARMLESS THE SANTEE COOPER INDEMNIFIED PARTIES FROM AND AGAINST ANY CLAIMS TO THE EXTENT THEY ARE THE DIRECT RESULT OF THE FRAUD, WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF ANY SANTEE COOPER INDEMNIFIED PARTY.

(b) **Limited Release.** Santee Cooper shall, and hereby does, release, waive and discharge Dominion Energy, its Affiliates, and each Seconded Employee from and against any and Losses arising out of this Agreement and/or the performance by a Seconded Employee of his or her responsibilities hereunder, except to the extent such claims or losses are the direct result of the fraud, willful misconduct or gross negligence of a Seconded Employee.

(c) **Limitation on Liability.** Notwithstanding anything to the contrary contained herein, IN NO EVENT SHALL EITHER PARTY (INCLUDING THE SECONDED EMPLOYEES) HAVE ANY LIABILITY FOR ANY LOSS RELATING TO, AND EACH PARTY HEREBY EXPRESSLY RELEASES AND WAIVES ANY SUCH RIGHT TO, ANY CONSEQUENTIAL, INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES, OR ANY LOST PROFITS OR REVENUE, DOWN TIME COSTS, LOSS OF OPPORTUNITY, LOSS OF GOODWILL, OR CLAIMS OF CUSTOMERS, INCURRED BY THE OTHER PARTY, REGARDLESS OF WHETHER SUCH LOSSES ARISE OUT OF CONTRACT, TORT OR OTHERWISE.

12. **OPIC.**

(a) The Parties hereby agree to the creation of an Operational and Process Improvement Committee (the "***OPIC***"). The OPIC shall be composed of the Temporary Officers, Santee Cooper's President and Chief Executive Officer, and three or more other officers of Santee Cooper selected by Santee Cooper, such that at all times the number of Seconded Employees on the OPIC is one less than the number of officers of Santee Cooper (including the President and Chief Executive Officer of Santee Cooper) serving on the OPIC. The OPIC shall meet at least once per calendar quarter, shall report to Santee Cooper's Board of Directors and shall be primarily tasked with pursuing joint opportunities with Dominion Energy and other joint measures with Dominion Energy that may result in cost savings or other efficiencies for Santee Cooper or the State of South Carolina, including, without limitation, those items set forth on Schedule IV. In evaluating any such joint opportunities or measures, the OPIC shall take into account the potential impact of such opportunities or measures on Central, Santee Cooper's other customers, and Santee Cooper's other public stakeholders.

(b) At each meeting, the OPIC shall vote on any such joint opportunities or joint measures, and any such joint opportunities or joint measures that are approved by a majority of the members of the OPIC shall be submitted to Santee Cooper's Board of Directors for approval. Each member of the OPIC shall have one vote; provided, if the OPIC is voting on an agreement to which Dominion Energy or one or more of its Affiliates is a party, the votes of the Temporary Officers will be disregarded for that vote. If approved by Santee Cooper's Board of Directors, Santee Cooper shall pursue any such joint opportunities or measures, and in the event that Santee Cooper and an Affiliate of Dominion Energy enter into a contract in respect thereof, Dominion Energy shall cause such contract to be entered into by a creditworthy Affiliate or guaranty the performance of the obligations thereunder. At the reasonable request of Dominion Energy, a representative of Dominion Energy shall be entitled to attend meetings of the OPIC from time to time, but for the avoidance of doubt, shall not be entitled to any vote. For the avoidance of doubt, no action of the OPIC shall obligate Dominion Energy to enter into any contract or other arrangement with Santee Cooper.

(c) At each meeting, the OPIC shall also review the performance of any previously-implemented joint opportunities or joint measures and the impact thereof on Santee Cooper's customers and public stakeholders (the "*Santee Cooper Stakeholders*"). The Parties recognize that the Santee Cooper stakeholders are the constituents of Santee Cooper most qualified to ensure that any joint opportunities or joint measures benefit the Santee Cooper Stakeholders.

(d) At the reasonable request of Central, a representative of Central shall also be entitled to attend meetings of the OPIC from time to time, but for the avoidance of doubt, shall not be entitled to any vote. At the reasonable request of Central, the OPIC shall also be tasked with, subject to ultimate approval by Santee Cooper's Board of Directors, (i) evaluating and reviewing potential changes to the existing Power System Coordination and Integration Agreement between Santee Cooper and Central that may be appropriate to accommodate industry trends, including any changes necessary or appropriate to properly encourage renewable resource use by end use members, and (ii) assessing whether there are potential legislative or other changes related to the manner in which Santee Cooper evaluates potential large scale utility investments (including any applicable or proposed siting requirements) that would be in the overall best interest of Santee Cooper and the Santee Cooper Stakeholders and appropriate to pursue.

(e) At any meeting of the OPIC, the OPIC may direct that any representatives of Dominion Energy (other than the Seconded Employees) or Central leave the meeting if the OPIC will be discussing competitively sensitive information of Santee Cooper (including information on prices, rates, discounts, commercial terms offered to customers, and other confidential information that may be deemed to be competitively sensitive).

(f) Prior to the first meeting of the OPIC in each calendar year, the members of the OPIC will cause to be prepared a report, evaluating any joint cost savings or opportunities previously approved by the OPIC and implemented by Santee Cooper, which shall include such metrics as the members of the OPIC deem reasonable and an analysis of the benefit to the Santee Cooper Stakeholders accruing from such joint cost savings or opportunities. At the first meeting of the OPIC in each calendar year, the members of the OPIC shall have the right to review and comment on such report, and any proposed revisions to such report shall be incorporated if approved by a majority of the members of the OPIC. Thereafter, the OPIC shall submit such report (including any revisions approved by the OPIC) to Santee Cooper's Board of Directors.

13. ASSIGNMENT; CHANGE OF CONTROL

(a) **Assignment.** Neither Party may assign this Agreement without the prior written consent of the other Party, which consent the other Party may withhold in its sole discretion. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

(b) **Santee Cooper Change of Control.** Either Party may terminate this Agreement at any time following the earliest to occur of, and until a period ending 90 days after the last to occur of, (i) the date on which Santee Cooper enters into any contract or arrangement that results in, or is intended to result in, a Santee Cooper Change of Control, (ii) the date on which Santee Cooper publicly announces a proposed Santee Cooper Change of Control and (iii) a Santee Cooper Change of Control, by providing written notice to the other Party.

(c) **Dominion Change of Control.** Either Party may terminate this Agreement at any time following the earliest to occur of, and until a period ending 90 days after the last to occur of, (i) the date on which Dominion Energy enters into any contract or arrangement that results in, or is intended to result in, a Dominion Change of Control, (ii) the date on which Dominion Energy publicly announces a proposed Dominion Change of Control and (iii) a Dominion Change of Control, by providing written notice to the other Party.

(d) **Notice of Change of Control.** In the event of a Santee Cooper Change of Control or a Dominion Change of Control, or the entry by either Party into any contract or arrangement that results in, or is intended to result in, a Santee Cooper Change of Control or a Dominion Change of Control, Santee Cooper or Dominion Energy, as applicable, shall promptly notify the other Party.

14. **NOTICE**

All notices, requests, demands, and other communications hereunder will be in writing and will be deemed to have been duly given: (a) if by transmission by hand delivery, when delivered; (b) if mailed via the official governmental mail system, five (5) Business Days after mailing, *provided* said notice is sent first class, postage pre-paid, via certified or registered mail, with a return receipt requested; (c) if mailed by an internationally recognized overnight express mail service such as Federal Express, UPS, or DHL Worldwide, one (1) Business Day after deposit therewith prepaid; or (d) by e-mail upon delivery with receipt confirmed. All notices will be addressed to the Parties at the respective addresses as follows:

If to Dominion Energy:

Dominion Energy, Inc.
120 Tredegar Street
Richmond, Virginia 23219
Attn: [_____]
Email: [_____]

with a copy (which shall not constitute notice) to:

Dominion Energy Services, Inc.
120 Tredegar Street
Richmond, Virginia 23219
Attn: [_____]
Email: [_____]

If to Santee Cooper:

South Carolina Public Service Authority
[_____]
[_____]
Attn: [_____]
Email: [_____]

or to such other address or to such other Person as either Party will have last designated by notice to the other Party.

15. **CONFIDENTIAL INFORMATION**

(a) **Obligations.** Each Party shall use reasonable efforts to retain the other Party's Confidential Information in confidence and not disclose the same to any third party nor use the same, except as authorized by the disclosing Party in writing or as expressly permitted in this Section 15. The receiving Party shall not use the Confidential Information for any purpose other than for the management of Santee Cooper pursuant to the terms of this Agreement. Each Party further agrees to take the same care with the other Party's Confidential Information as it does with its own, but in no event less than a reasonable degree of care. Excepted from these obligations of confidence and non-use is that information which:

(i) is available, or becomes available, to the general public without fault of the receiving Party;

(ii) was in the possession of the receiving Party on a non-confidential basis prior to receipt of the same from the disclosing Party;

(iii) is obtained by the receiving Party without an obligation of confidence from a third party who is rightfully in possession of such information and, to the receiving Party's knowledge, is under no obligation of confidentiality to the disclosing Party; or

(iv) is independently developed by the receiving Party without reference to or use of the disclosing Party's Confidential Information.

For the purpose of this Section 15, a specific item of Confidential Information shall not be deemed to be within the foregoing exceptions merely because it is embraced by, or underlies, more general information in the public domain or in the possession of the receiving Party.

(b) **Required Disclosure.** Notwithstanding Section 15(a) above, if the receiving Party becomes legally compelled to disclose the Confidential Information by a court, Governmental Authority or Applicable Law, or is required to disclose by the listing standards of the New York Stock Exchange, any of the disclosing Party's Confidential Information, the receiving Party shall promptly advise the disclosing Party of such requirement to disclose Confidential Information as soon as the receiving Party becomes aware that such a requirement to disclose might become effective, in order that, where possible, the disclosing Party may seek a protective order or such other remedy as the disclosing Party may consider appropriate in the circumstances. The receiving Party shall disclose only that portion of the disclosing Party's Confidential Information that it is required to disclose and shall cooperate with the disclosing Party in allowing the disclosing Party to obtain such protective order or other relief.

(c) **Receiving Party Personnel.** The receiving Party will limit access to the Confidential Information of the disclosing Party to those of its employees, attorneys and contractors that have a need to know such information in order for the receiving Party to exercise or perform its rights and obligations under this Agreement (the "***Receiving Party Personnel***"). The Receiving Party Personnel who have access to any Confidential Information of the disclosing

Party will be made aware of the confidentiality provision of this Agreement, and will be required to abide by the terms thereof. The Receiving Party Personnel shall not directly participate in any competitive bidding, marketing, pricing, pricing strategy, or any other duty that would be reasonably expected to rely significantly on Confidential Information of the disclosing Party at the receiving Party. The Receiving Party Personnel shall take all measures reasonably required not to disclose any of the Confidential Information to non-Receiving Party Personnel of the receiving Party.

(d) **Survival.** The obligation of confidentiality under this Section 15 shall survive the termination of this Agreement for a period of two (2) years.

16. MISCELLANEOUS

(a) **Modification; Waiver.** This Agreement may be terminated, amended or modified only by a written instrument executed by the Parties. Any of the terms and conditions of this Agreement may be waived in writing at any time by a Party entitled to the benefits thereof. No waiver of any of the terms and conditions of this Agreement, or any breach thereof, will be effective unless in writing signed by a duly authorized individual on behalf of the Party against which the waiver is sought to be enforced. No waiver of any term or condition or of any breach of this Agreement will be deemed or will constitute a waiver of any other term or condition or of any later breach (whether or not similar), nor will such waiver constitute a continuing waiver unless otherwise expressly provided.

(b) **Integration.** This Agreement embodies the entire agreement and understanding of the Parties hereto in respect of the subject matter contained herein. This Agreement supersedes all prior agreements and understandings among the Parties with respect to such subject matter and supersedes any letters, memoranda or other documents or communications, whether oral, written or electronic, submitted or made by Dominion Energy or its Affiliates, or its or their respective agents or representatives, to Santee Cooper in connection with the solicitation pursuant to the Joint Resolution or otherwise in connection with the negotiation and execution of this Agreement.

(c) **Construction and Interpretation.** In interpreting this Agreement, unless the context expressly requires otherwise, all of the following apply to the interpretation of this Agreement:

(i) Preparation of this Agreement has been a joint effort of the Parties and the resulting Agreement shall not be construed against one of the Parties as the drafting Party.

(ii) Plural and singular words each include the other.

(iii) Masculine, feminine and neutral genders each include the others.

(iv) The word “or” is not exclusive and includes “and/or.”

(v) The words “includes” and “including” are not limiting.

(vi) References to the Parties include their respective successors and permitted assignees.

(vii) The headings in this Agreement are included for convenience and do not affect the construction or interpretation of any provision of, or the rights or obligations of a Party under, this Agreement.

(d) **Governing Law.** This Agreement shall be governed by the laws of the State of Delaware without giving effect to its conflict of laws principles. Nothing contained herein shall affect the right to serve process in any manner permitted by law.

(e) **Dispute Resolution.** If any dispute shall arise between the Parties in connection with or under this Agreement, the Parties shall first attempt in good faith to resolve such dispute between themselves in the following manner. If any such dispute shall arise, either Party may give notice of dispute to the other Party. Within ten (10) Business Days after the receipt of such notice, members of the senior management of the Parties shall meet in person or by telephone to discuss the dispute, and each Party shall act in good faith and use commercially reasonable efforts to resolve such dispute within thirty (30) days after receipt of notice of such dispute. If the Parties have not resolved such dispute or if a meeting of senior management has not occurred within thirty (30) days after receipt of the notice of dispute, then either Party may pursue such other rights and remedies as may be available at law or equity.

(f) **Counterparts.** This Agreement may be executed in one or more counterparts (including by facsimile or portable document format (pdf)) for the convenience of the Parties hereto, each of which counterparts will be deemed an original, but all of which counterparts together will constitute one and the same agreement.

(g) **Severability.** Whenever possible, each provision of this Agreement will be interpreted in such manner as to be valid and effective under Applicable Law, but if any provision of this Agreement or the application of any such provision to any person or circumstance will be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision hereof, and the Parties will negotiate in good faith with a view to substitute for such provision a suitable and equitable solution in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid, illegal or unenforceable provision.

(h) **No Third Party Beneficiaries.** Except as specifically provided herein, including as set forth in Section 11, it is expressly understood that the provisions of this Agreement do not impart enforceable rights in anyone who is not a Party or successor or permitted assignee of a Party.

(i) **WAIVER OF JURY TRIAL.** EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY PROCEEDINGS RELATING TO THIS AGREEMENT OR ANY PERFORMANCE OR FAILURE TO PERFORM OF ANY OBLIGATION HEREUNDER.

[Signatures of the Parties follow on the next page.]

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

DOMINION ENERGY, INC.

Name:

Title:

SOUTH CAROLINA PUBLIC SERVICE AUTHORITY

Name:

Title:

**SCHEDULE I
CERTAIN AUTHORITY OF TEMPORARY OFFICERS**

Operations

- Generation
- Technology Services
- Power Delivery
- Retail Operations

**Finance &
Administration**

- Treasury / Controller's Office
- Administration
- Economic Development
- Environmental & Water Systems Management
- Continuous Improvement
- Construction Services
- Transportation Services

**Deputy CEO and Chief
of Planning**

- Fuels Strategy and Supply
- Corporate Planning & Pricing
- Transmission Planning & System Design
- Wholesale & Industrial Services

SCHEDULE II
CERTAIN EFFICIENCY AND COST-SAVINGS PROJECTS

- Manage fuel costs: reduce coal assets and replace with solar, battery storage, demand-side programs and natural gas resources
- Accelerate automated metering infrastructure: reach all retail customers by 2021
- Refinance debt: refund \$175 million of outstanding muni-bonds with lower interest rate debt
- Additional debt reductions: reduce debt with internally generated funds and coal pile optimization in 2020
- Employee training: introduce best practices and additional improvements in employee training
- Supply chain management: optimize procurement of real property, supplies, prepare procurement agreements
- Fleet expenses: optimize management, maintenance, acquisition / disposal of fleet
- Cash management: introduce best practices in cash management and financing functions; assist company in corporate planning to improve capital allocation (i.e., Flex Card benefits)
- Delivery maintenance: improve transmission maintenance and delivery outage support through enhanced scale and combined efforts
- Plant maintenance: improve plant maintenance / generation outage support process and timing
- Load management: implement planning of load retention and formulation of load shaping

**SCHEDULE III
CERTAIN COSTS**

1. Reimbursement for the actual, fully burdened cost (salary or wage, plus bonus) of the Seconded Employees providing the services including an amount equal to the costs of incentives for such Seconded Employees, benefits and allowances, vacation and holiday pay, sick leave, employer's portion of such employees' insurance, social security retirement and medical benefits, withholding (including social security), employment and unemployment taxes, worker's compensation and employer's liability insurance, any other insurance premiums measured by such costs, other employee contributions, training, dues, certifications and subscriptions, licenses and all taxes, employee benefits, and associated overhead and benefits from time to time required by Applicable Law; and
2. Reimbursement for all third party costs and out of pocket costs and expenses actually and reasonably incurred in connection with the provision of the services, including the cost of relocation, travel, purchasing materials, equipment, supplies or other services, and transportation and related costs, in connection with the performance of the services, in each case excluding any cost included in item (1) above).

SCHEDULE IV
JOINT COST SAVINGS OPPORTUNITIES AND MEASURES

- Metering and grid modernization: jointly modernize metering infrastructure across the state achieving cost savings
- Power supply: leverage larger volume of gas and coal purchases to achieve discounted pricing from vendors, implementation of conservation / efficiency programs, etc.
- IT and call center: leverage local expertise with a common IT platform with centralized call centers, customer service and IT functions reducing support costs and equipment obsolescence, assuming similar CIS platforms are available
- IRP and project management: joint resource planning and construction management for the state, bringing process expertise of building large projects, including the most efficient and latest technology in fossil fueled and renewable generation assets
- Facilities management: lease / title and records management, office facilities management, assist in procuring property, casual, etc. insurance. Potential to include Lake Management.
- Evaluate supplying gypsum: Optimize supply of gypsum
- Gas supply: explore the optimization of pipeline capacity in Dominion Energy's system and sourcing of efficient gas supply for any new generation to meet rate payer's increasing demand