

FERC GAS TARIFF

FIFTH REVISED VOLUME NO. 1

(Superseding Fourth Revised Volume No. 1)

of

DOMINION ENERGY TRANSMISSION, INC.

Filed with

The Federal Energy Regulatory Commission

Communications Concerning This Tariff
Should Be Addressed to:

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TABLE OF CONTENTS

DESCRIPTION	TARIFF RECORD NO.
Volume No. 1	1.1
Volume No. 1A	1.2
Volume No. 1B	1.2
Volume No. 2	1.3
Volume No. 3	1.4

TABLE OF CONTENTS
 VOLUME NO. 1

VOLUME NO. 1	TARIFF RECORD NO.
Table of Contents	1
Preliminary Statement	2
System Maps	3
Statement of Applicable Rates	10
Rate Schedules	20
FT Firm Transportation Service	20.1
FTNN Firm Transportation, No-Notice Service	20.2
IT Interruptible Transportation Service	20.3
MCS Market Center Services	20.4
GSS General Storage Service	20.20
GSS General Storage Service, Section 7(c)	20.21
GSS-E General Storage Service - Expansion	20.22
ISS Interruptible Storage Service	20.23
TTT Title Transfer Tracking Service	20.40
DPO Delivery Point Operator Service	20.41
CSC Citygate Swing Customer Service	20.42
MPS Mainline Pooling Service	20.43
USS Unbundled Sales Service	20.44
General Terms and Conditions	40
Forms of Service Agreement:	50
Rate Schedule FT/FTNN	50.1
Rate Schedule IT	50.5
Rate Schedule MCS	50.10
Rate Schedule GSS Part 284	50.30
Rate Schedule GSS-E	50.35
Rate Schedule ISS	50.40
Rate Schedule TTT	50.70
Rate Schedule DPO	50.72
Rate Schedule CSC	50.74
Rate Schedule MPS	50.79
Capacity Release Program	50.78
Dekaflow™ System Access	50.80

TABLE OF CONTENTS
VOLUME NO. 1A & 1B

VOLUME NO. 1A	TARIFF RECORD NO.
Reserved	1
Reserved	5
Reserved	6
Reserved	7
Reserved	8

VOLUME NO. 1B	TARIFF RECORD NO.
Table of Contents	1
Nonconforming Service Agreements	10

TABLE OF CONTENTS
 VOLUME NO. 2

VOLUME NO. 2		TARIFF RECORD NO.
Table of Contents		1
LTS	Transfer and Storage Agreement with Texas Eastern Transmission Corporation and Transcontinental Gas Pipe Line Corporation (Leidy and Tamarack Pools) Pennsylvania	6
X-7	Exchange with Transcontinental Gas Pipe Line Corporation - Pennsylvania	7
X-12	Exchange with Columbia Gas Transmission Corporation - West Virginia	12
X-15	Cancellation of Rate Schedule X-15	15
X-25	Exchange with Columbia Gas Transmission Corporation - West Virginia	25
X-32	Cancellation of Rate Schedule X-32	32
X-48	Sale of Natural Gas from Tennessee Gas Pipeline Company	48
X-58	Cancellation of Rate Schedule X-58	58
X-69	Cancellation of Rate Schedule X-69	69
X-70	Cancellation of Rate Schedule X-70	70
X-71	Cancellation of Rate Schedule X-71	71
X-72	Cancellation of Rate Schedule X-72	72
X-74	Cancellation of Rate Schedule X-74	74
X-78	Transportation Agreement with Elizabethtown Gas Company	78
X-81	Cancellation of Rate Schedule X-81	81
X-97	Compression Agreement with ANR Pipeline Company	97
X-99	GSS Storage Service with Virginia Natural Gas, Inc.	99
X-101	GSS Storage Service Agreement with City of Richmond, Virginia	101
X-103	GSS Storage Service Agreement with New Jersey Natural Gas Company	103
X-105	GSS Storage Service Agreement with Public Service Electric & Gas Company	105

TABLE OF CONTENTS
VOLUME NO. 3

VOLUME NO. 3		SHEET NO.
F-1	Field Sale to United Fuel Gas Company - West Virginia	6
F-2	Field Sale to Cumberland & Allegheny Gas Company - West Virginia	15
F-3	Reserved.	
F-4	Reserved.	
F-5	Reserved.	
F-6	Field Sale to Atlantic Seaboard Corporation - West Virginia	28
F-7	Field Sale to Gas Transport, Inc. - West Virginia	47

PRELIMINARY STATEMENT

Dominion Energy Transmission, Inc. ("DETI") is a Delaware corporation, and a subsidiary of Dominion Energy, Inc. DETI produces, transports, stores, purchases and sells natural gas to customers principally in New York, Ohio, West Virginia and Pennsylvania. It renders transportation and storage service to customers throughout its system and in off-system markets, under authorization granted by the Federal Energy Regulatory Commission.

DETI's main transmission facilities are located in West Virginia, Ohio, Pennsylvania, New York, Virginia and Maryland, and its storage facilities are located in West Virginia, Pennsylvania and New York. It produces gas from local sources in West Virginia, Pennsylvania, and New York. DETI ships gas from these and other Appalachian sources, and from interconnections with various other interstate pipelines.

DETI performs the services described in this FERC Gas Tariff only under written contract, which DETI determines to be acceptable. If any such contract is to become operative only upon performance of certain conditions precedent, DETI reserves the right to require a separate written agreement specifying the conditions that must be satisfied before the contract or service from DETI becomes operative.

DETI maintains this FERC Gas Tariff in compliance with Part 154, Subpart B, Title 18 of the Code of Federal Regulations.

SYSTEM MAP

The Dominion Energy Transmission, Inc. system map(s) can be displayed and downloaded using the hyperlink below. If the hyperlink does not work, please copy and paste the entire URL below into your browser's address bar and press enter.

<http://Dekaflow.com/jsp/systemMap.jsp?&company=dti>

STATEMENT OF APPLICABLE RATES

RATE TYPE	TARIFF RECORD NO.
MCS and TTT - Usage Rates 1/	10.1
MCS and TTT - Usage Rates 2/	10.2
FT, FTNN, FTSC & IT - Reservation and Usage Rates 1/	10.5
FT, FTNN, FTSC & IT - Reservation and Usage Rates 2/	10.6
GSS, GSS-E, and ISS - Reservation and Usage Rates 1/	10.30
GSS, GSS-E, and ISS - Reservation and Usage Rates 2/	10.31
Incremental Transportation Rates 1/	10.50
Incremental Transportation Rates 2/	10.51
Incremental Storage Rates	10.60
Incremental Facility Surcharges 1/	10.70
Incremental Facility Surcharges 2/	10.71
Unauthorized Service Charges 1/	10.80
Unauthorized Service Charges 2/	10.81
Transportation Rate Components 1/	10.90
Transportation Rate Components 2/	10.91
PGA Allocation Percentages	10.92

1/ Applicable to Settling Parties Pursuant to the December 6, 2013 Stipulation in Docket No. RP14-262

2/ Applicable to Severed Parties Pursuant to the December 6, 2013 Stipulation in Docket No. RP14-262

APPLICABLE TO SETTLING PARTIES PURSUANT TO THE DECEMBER 6, 2013 STIPULATION
 IN DOCKET NO. RP14-262

(FOR RATES APPLICABLE TO SEVERED PARTIES IN THE ABOVE REFERENCED DOCKETS SEE TARIFF RECORD 10.2)

RATES APPLICABLE TO RATE SCHEDULES IN
 FERC GAS TARIFF, VOLUME NO. 1

Rate Schedule	Rate Component	Base Tariff Rate [1]	Current Acct 858 Base	Current EPCA Base	TCRA [3] Surcharge	EPCA [4] Surcharge	Other Adj.	Current Rate [5]	FERC ACA
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)

MCS [2] (\$ per Dt)

Daily Balancing:									
	(Maximum Rate)	\$0.0696	\$0.0010	\$0.0010	\$0.0000	\$0.0000	-	\$0.0716	[6]
	(Minimum Rate)	\$0.0000	-	-	-	-	-	\$0.0000	-
Wheeling:									
	(Maximum Rate)	\$0.1359	\$0.0033	\$0.0023	(\$0.0009)	\$0.0006	-	\$0.1412	[6]
	(Minimum Rate)	\$0.0083	-	-	-	-	-	\$0.0083	[6]

TTT (\$ per transaction)

Title Transfer Tracking:									
	(Maximum Rate)	\$0.8433	-	-	-	-	-	\$0.8433	-
	(Minimum Rate)	\$0.0000	-	-	-	-	-	\$0.0000	-

- [1] The Base Tariff Rate is the effective rate on file with the FERC, excluding adjustments approved by the Commission.
 [2] Fuel retention is 1.67% plus 0.28% for Adders (RP00-632 S&A, approved 9/13/01), totaling 1.95% for Balancing and 1.38% plus 0.57% for Adders, totaling 1.95% for Wheeling. The FERC ACA will be charged only on the First day of service.
 [3] 858 over/under from previous TCRA period
 [4] Electric over/under from previous EPCA period.
 [5] The Current Rate shall be increased for the Annual Charge Adjustment (ACA) as applicable.
 [6] The applicable ACA rate is set forth on the FERC website (<http://www.ferc.gov/industries/gas/annual-charges.asp>).

APPLICABLE TO SEVERED PARTIES PURSUANT TO THE DECEMBER 6, 2013 STIPULATION
 IN DOCKET NO. RP14-262

RATES APPLICABLE TO RATE SCHEDULES IN
 FERC GAS TARIFF, VOLUME NO. 1

Rate Schedule	Rate Component	Base Tariff Rate [1]	Current Acct 858 Base	Current EPCA Base	TCRA [3] Surcharge	EPCA [4] Surcharge	Other Adj.	Current Rate [5]	FERC ACA
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)

MCS [2] (\$ per Dt)

Daily Balancing:									
(Maximum Rate)		\$0.0696	\$0.0010	\$0.0010	\$0.0000	\$0.0000	-	\$0.0716	[6]
(Minimum Rate)		\$0.0000	-	-	-	-	-	\$0.0000	-
Wheeling:									
(Maximum Rate)		\$0.1359	\$0.0033	\$0.0023	(\$0.0009)	\$0.0006	-	\$0.1412	[6]
(Minimum Rate)		\$0.0083	-	-	-	-	-	\$0.0083	[6]

TTT (\$ per transaction)

Title Transfer Tracking:									
(Maximum Rate)		\$0.8433	-	-	-	-	-	\$0.8433	-
(Minimum Rate)		\$0.0000	-	-	-	-	-	\$0.0000	-

- [1] The Base Tariff Rate is the effective rate on file with the FERC, excluding adjustments approved by the Commission.
- [2] Fuel retention is 1.95% plus 0.28% for Adders (RP00-632 S&A, approved 9/13/01), totaling 2.23% for Balancing and 2.28% plus 0.57% for Adders, totaling 2.85% for Wheeling. The FERC ACA will be charged only on the First day of service.
- [3] 858 over/under from previous TCRA period
- [4] Electric over/under from previous EPCA period.
- [5] The Current Rate shall be increased for the Annual Charge Adjustment (ACA) as applicable.
- [6] The applicable ACA rate is set forth on the FERC website (<http://www.ferc.gov/industries/gas/annual-charges.asp>).

APPLICABLE TO SETTLING PARTIES PURSUANT TO
 THE DECEMBER 6, 2013 STIPULATION IN DOCKET NO. RP14-262

(FOR RATES APPLICABLE TO SEVERED PARTIES IN THE ABOVE REFERENCED DOCKETS SEE TARIFF RECORD 10.6)

RATES APPLICABLE TO RATE SCHEDULES IN
 FERC GAS TARIFF, VOLUME NO. 1
 (\$ per DT)

Rate Schedule	Rate Component	Base Tariff Rate [1]	Current Acct 858 Base	Current EPCA Base	TCRA [3] Surcharge	EPCA [4] Surcharge	Other Adj.	Current Rate [6]	FERC ACA
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
FT, FTNN [2], [5]									
RESERVATION CHARGE:									
	(Maximum Rate)	\$3.8820	\$0.2740	\$0.0031	\$0.0151	\$0.0000	-	\$4.1742	-
	(Minimum Rate)	\$0.0000	-	-	-	-	-	\$0.0000	-
USAGE CHARGE:									
	(Maximum Rate)	\$0.0083	\$0.0046	\$0.0022	(\$0.0014)	\$0.0006	-	\$0.0143	[7]
	(Minimum Rate)	\$0.0083	-	-	-	-	-	\$0.0083	[7]
CAPACITY RELEASE (Vol. Charge):									
	(Maximum Rate)	\$0.1276	\$0.0090	\$0.0001	\$0.0005	\$0.0000	-	\$0.1372	-
FT(SC), FTNN(SC) [2]									
	(Maximum Rate)	\$0.2636	\$0.0226	\$0.0024	(\$0.0004)	\$0.0006	-	\$0.2888	[7]
	(Minimum Rate)	\$0.0083	-	-	-	-	-	\$0.0083	[7]
IT [2]									
	(Maximum Rate)	\$0.1359	\$0.0033	\$0.0023	(\$0.0009)	\$0.0006	-	\$0.1412	[7]
	(Minimum Rate)	\$0.0083	-	-	-	-	-	\$0.0083	[7]

[1] The Base Tariff Rate is the effective rate on file with the FERC, excluding adjustments approved by the Commission.

[2] The Maximum Transportation Service Fuel Retention Percentage is 1.38% plus Adders of 0.57% (RP00-632 S&A, approved 9/13/01), totaling 1.95%.

[3] 858 over/under from previous TCRA period.

[4] Electric over/under from previous EPCA period.

[5] The maximum base tariff rate for Hope Gas, Inc. (d/b/a Dominion Energy West Virginia) for (a) up to 38,765 DT/d of its FTNN service and (b) up to 91,241 DT/d of its FTNN-GSS service shall be \$3.5618 per DT.

[6] The Current Rate shall be increased for the Annual Charge Adjustment (ACA) as applicable.

[7] The applicable ACA rate is set forth on the FERC website (<http://www.ferc.gov/industries/gas/annual-charges.asp>).

APPLICABLE TO SEVERED PARTIES PURSUANT TO THE DECEMBER 6, 2013 STIPULATION
 IN DOCKET NO. RP14-262

RATES APPLICABLE TO RATE SCHEDULES IN
 FERC GAS TARIFF, VOLUME NO. 1
 (\$ per DT)

Rate Schedule (1)	Rate Component (2)	Base Tariff Rate [1] (3)	Current Acct 858 Base (4)	Current EPCA Base (5)	TCRA [3] Surcharge (6)	EPCA [4] Surcharge (7)	Other Adj. (8)	Current Rate [6] (9)	FERC ACA (10)
FT, FTNN [2], [5]									
	RESERVATION CHARGE:								
	(Maximum Rate)	\$3.8820	\$0.2740	\$0.0031	\$0.0151	\$0.0000	-	\$4.1742	-
	(Minimum Rate)	\$0.0000	-	-	-	-	-	\$0.0000	-
	USAGE CHARGE:								
	(Maximum Rate)	\$0.0083	\$0.0046	\$0.0022	(\$0.0014)	\$0.0006	-	\$0.0143	[7]
	(Minimum Rate)	\$0.0083	-	-	-	-	-	\$0.0083	[7]
	CAPACITY RELEASE (Vol. Charge):								
	(Maximum Rate)	\$0.1276	\$0.0090	\$0.0001	\$0.0005	\$0.0000	-	\$0.1372	-
FT(SC), FTNN(SC) [2]									
	(Maximum Rate)	\$0.2636	\$0.0226	\$0.0024	(\$0.0004)	\$0.0006	-	\$0.2888	[7]
	(Minimum Rate)	\$0.0083	-	-	-	-	-	\$0.0083	[7]
IT [2]									
	(Maximum Rate)	\$0.1359	\$0.0033	\$0.0023	(\$0.0009)	\$0.0006	-	\$0.1412	[7]
	(Minimum Rate)	\$0.0083	-	-	-	-	-	\$0.0083	[7]

[1] The Base Tariff Rate is the effective rate on file with the FERC, excluding adjustments approved by the Commission.

[2] The Maximum Transportation Service Fuel Retention Percentage is 2.28% plus Adders of 0.57%, totaling 2.85% (RP00-632 S&A, approved 9/13/01).

[3] 858 over/under from previous TCRA period.

[4] Electric over/under from previous EPCA period.

[5] The maximum base tariff rate for Hope Gas, Inc. (d/b/a Dominion Energy West Virginia) for (a) up to 38,765 DT/d of its FTNN service and (b) up to 91,241 DT/d of its FTNN-GSS service shall be \$3.5618 per DT.

[6] The Current Rate shall be increased for the Annual Charge Adjustment (ACA) as applicable.

[7] The applicable ACA rate is set forth on the FERC website (<http://www.ferc.gov/industries/gas/annual-charges.asp>).

APPLICABLE TO SETTLING PARTIES PURSUANT TO THE DECEMBER 6, 2013 STIPULATION
 IN DOCKET NO. RP14-262

(FOR RATES APPLICABLE TO SEVERED PARTIES IN THE ABOVE REFERENCED DOCKETS SEE TARIFF RECORD 10.31)

RATES APPLICABLE TO RATE SCHEDULES IN
 FERC GAS TARIFF, VOLUME NO. 1
 (\$ per DT)

<u>Rate Schedule</u> (1)	<u>Rate Component</u> (2)	<u>Base Tariff Rate [1]</u> (3)	<u>Current Acct 858 Base</u> (4)	<u>Current EPCA Base</u> (5)	<u>TCRA [5] Surcharge</u> (6)	<u>EPCA [6] Surcharge</u> (7)	<u>Current Rate [7]</u> (8)	<u>FERC ACA</u> (9)
GSS [2], [4]								
	Storage Demand	\$1.7984	\$0.0668	\$0.0050	(\$0.0032)	\$0.0003	\$1.8673	-
	Storage Capacity	\$0.0145	-	-	-	-	\$0.0145	-
	Injection Charge	\$0.0154	-	\$0.0136	\$0.0000	(\$0.0003)	\$0.0287	-
	Withdrawal Charge	\$0.0154	-	-	\$0.0000	(\$0.0003)	\$0.0151	[8]
	GSS-TE Surcharge [3]	-	\$0.0046	-	(\$0.0002)	-	\$0.0044	-
	From Customers Balance	\$0.6163	\$0.0144	\$0.0011	(\$0.0007)	(\$0.0002)	\$0.6309	[8]
GSS-E [2], [4]								
	Storage Demand	\$2.2113	\$0.0668	\$0.0050	(\$0.0032)	\$0.0003	\$2.2802	-
	Storage Capacity	\$0.0369	-	-	-	-	\$0.0369	-
	Injection Charge	\$0.0154	-	\$0.0136	\$0.0000	(\$0.0003)	\$0.0287	-
	Withdrawal Charge	\$0.0154	-	-	\$0.0000	(\$0.0003)	\$0.0151	[8]
	Authorized Overruns	\$1.0657	\$0.0144	\$0.0011	(\$0.0007)	(\$0.0002)	\$1.0803	[8]
ISS [2]								
	ISS Capacity	\$0.0736	\$0.0022	\$0.0002	(\$0.0001)	\$0.0000	\$0.0759	-
	Injection Charge	\$0.0154	-	\$0.0136	\$0.0000	(\$0.0003)	\$0.0287	-
	Withdrawal Charge	\$0.0154	-	-	\$0.0000	(\$0.0003)	\$0.0151	[8]
	Authorized Overrun/from Cust. Bal	\$0.6163	\$0.0144	\$0.0011	(\$0.0007)	(\$0.0002)	\$0.6309	[8]
	Excess Injection Charge	\$0.2245	-	\$0.0136	\$0.0000	(\$0.0003)	\$0.2378	-

[1] The base tariff rate is the effective rate on file with the FERC, excluding adjustments approved by the Commission.
 [2] Storage Service Fuel Retention Percentage is 1.67% plus Adders of 0.28% (RP00-632 S&A approved 9/13/01) totaling 1.95%.
 [3] Applies to withdrawals made under Rate Schedule GSS, Section 5.1.G.
 [4] Daily Capacity Release Rate for GSS per Dt is \$0.6158. Daily Capacity Release Rate for GSS-E per Dt is \$1.0652.
 [5] 858 over/under from previous TCRA period.
 [6] Electric over/under from previous EPCA period.
 [7] The Current Rate shall be increased for the Annual Charge Adjustment (ACA) as applicable.
 [8] The applicable ACA rate is set forth on the FERC website (<http://www.ferc.gov/industries/gas/annual-charges.asp>).

APPLICABLE TO SEVERED PARTIES PURSUANT TO THE DECEMBER 6, 2013 STIPULATION
 IN DOCKET NO. RP14-262

RATES APPLICABLE TO RATE SCHEDULES IN
 FERC GAS TARIFF, VOLUME NO. 1
 (\$ per DT)

Rate <u>Schedule</u> (1)	Rate <u>Component</u> (2)	Base Tariff <u>Rate [1]</u> (3)	Current Acct 858 <u>Base</u> (4)	Current EPCA <u>Base</u> (5)	TCRA [5] <u>Surcharge</u> (6)	EPCA [6] <u>Surcharge</u> (7)	Current <u>Rate [7]</u> (8)	FERC <u>ACA</u> (9)
GSS [2], [4]								
	Storage Demand	\$1.7984	\$0.0668	\$0.0050	(\$0.0032)	\$0.0003	\$1.8673	-
	Storage Capacity	\$0.0145	-	-	-	-	\$0.0145	-
	Injection Charge	\$0.0154	-	\$0.0136	\$0.0000	(\$0.0003)	\$0.0287	-
	Withdrawal Charge	\$0.0154	-	-	\$0.0000	(\$0.0003)	\$0.0151	[8]
	GSS-TE Surcharge [3]	-	\$0.0046	-	(\$0.0002)	-	\$0.0044	-
	From Customers Balance	\$0.6163	\$0.0144	\$0.0011	(\$0.0007)	(\$0.0002)	\$0.6309	[8]
GSS-E [2], [4]								
	Storage Demand	\$2.2113	\$0.0668	\$0.0050	(\$0.0032)	\$0.0003	\$2.2802	-
	Storage Capacity	\$0.0369	-	-	-	-	\$0.0369	-
	Injection Charge	\$0.0154	-	\$0.0136	\$0.0000	(\$0.0003)	\$0.0287	-
	Withdrawal Charge	\$0.0154	-	-	\$0.0000	(\$0.0003)	\$0.0151	[8]
	Authorized Overruns	\$1.0657	\$0.0144	\$0.0011	(\$0.0007)	(\$0.0002)	\$1.0803	[8]
ISS [2]								
	ISS Capacity	\$0.0736	\$0.0022	\$0.0002	(\$0.0001)	\$0.0000	\$0.0759	-
	Injection Charge	\$0.0154	-	\$0.0136	\$0.0000	(\$0.0003)	\$0.0287	-
	Withdrawal Charge	\$0.0154	-	-	\$0.0000	(\$0.0003)	\$0.0151	[8]
	Authorized Overrun/from Cust. Bal	\$0.6163	\$0.0144	\$0.0011	(\$0.0007)	(\$0.0002)	\$0.6309	[8]
	Excess Injection Charge	\$0.2245	-	\$0.0136	\$0.0000	(\$0.0003)	\$0.2378	-

[1] The base tariff rate is the effective rate on file with the FERC, excluding adjustments approved by the Commission.
 [2] Storage Service Fuel Retention Percentage is 2.28% plus Adders of 0.28% (RP00-632 S&A approved 9/13/01) totaling 2.56%.
 [3] Applies to withdrawals made under Rate Schedule GSS, Section 5.1.G.
 [4] Daily Capacity Release Rate for GSS per Dt is \$0.6158. Daily Capacity Release Rate for GSS-E per Dt is \$1.0652.
 [5] 858 over/under from previous TCRA period.
 [6] Electric over/under from previous EPCA period.
 [7] The Current Rate shall be increased for the Annual Charge Adjustment (ACA) as applicable.
 [8] The applicable ACA rate is set forth on the FERC website (<http://www.ferc.gov/industries/gas/annual-charges.asp>).

APPLICABLE TO SETTLING PARTIES PURSUANT TO THE DECEMBER 6, 2013 STIPULATION
 IN DOCKET NO. RP14-262
 (FOR RATES APPLICABLE TO SEVERED PARTIES IN THE ABOVE REFERENCED DOCKETS SEE TARIFF RECORD 10.51)

Summary of Incremental Transportation Rates

<u>Rate Schedule</u>	<u>Base Reservation Rate</u>	<u>Base Usage Rate [1]</u>	<u>Fuel Retention</u>
STEUBEN (X-78)	\$2.2823	\$0.0038	0.00%
MID-ATLANTIC FT/FTNN	\$9.7570	[2]	TBD [3]
NORTHEAST STORAGE FTGSS	\$4.6260	[2]	[4]
COVE POINT EXPANSION FT	\$4.4285	[2]	[4]
UTICA 7 FT	\$6.4014	[2]	[4]
RURAL VALLEY FT	\$9.7211	[2]	[4]
DOMINION HUB II FT	\$4.2524	[2]	[4]
APPALACHIAN GATEWAY FT	\$17.6430	[2]	[4]
NORTHEAST EXPANSION FT	\$8.3636	[2]	[4]
ALLEGHENY STORAGE FT	\$9.0910	[2]	[4]
MONROE TO CORNWELL FT	\$4.9018	[2]	[4]
LEBANON WEST II FT	\$13.0945	[2]	[4]
CLARINGTON FT	\$4.8900	[2]	[4]
LEIDY SOUTH [5] FT	\$20.5939	\$0.0412	[4]
NEW MARKET FT	\$21.5461	\$0.0470	[4]

[1] ACA Surcharges will be added when applicable.

[2] Maximum FT/FTNN usage rate, including surcharges, as shown on Tariff Record No. 10.5.

[3] Maximum transportation fuel retention rate as shown on Tariff Record No. 10.5 plus an incremental charge reflecting lost and unaccounted for gas charged by Texas Eastern Transmission from time to time pursuant to the November 13, 2002 Capacity Lease Agreement, as amended, and in accordance with the then-effective terms of Texas Eastern's FERC Gas Tariff.

[4] Maximum transportation fuel retention rate as shown on Tariff Record No. 10.5.

[5] The Incremental Facility Surcharges applicable to this project are set forth on Tariff Record No. 10.70.

KAPPLICABLE TO SEVERED PARTIES PURSUANT TO THE DECEMBER 6, 2013 STIPULATION
 IN DOCKET NO. RP14-262

Summary of Incremental Transportation Rates

<u>Rate Schedule</u>	<u>Base Reservation Rate</u>	<u>Base Usage Rate [1]</u>	<u>Fuel Retention</u>
STEUBEN (X-78)	\$2.2823	\$0.0038	0.00%
MID-ATLANTIC FT/FTNN	\$9.7570	[2]	TBD [3]
NORTHEAST STORAGE FTGSS	\$4.6260	[2]	[4]
COVE POINT EXPANSION FT	\$4.4285	[2]	[4]
UTICA 7 FT	\$6.4014	[2]	[4]
RURAL VALLEY FT	\$9.7211	[2]	[4]
DOMINION HUB II FT	\$4.2524	[2]	[4]
APPALACHIAN GATEWAY FT	\$17.6430	[2]	[4]
NORTHEAST EXPANSION FT	\$8.3636	[2]	[4]
ALLEGHENY STORAGE FT	\$9.0910	[2]	[4]
MONROE TO CORNWELL FT	\$4.9018	[2]	[4]
LEBANON WEST II FT	\$13.0945	[2]	[4]
CLARINGTON FT	\$4.8900	[2]	[4]
LEIDY SOUTH [5] FT	\$20.5939	\$0.0412	[4]
NEW MARKET FT	\$21.5461	\$0.0470	[4]

[1] ACA Surcharges will be added when applicable.

[2] Maximum FT/FTNN usage rate, including surcharges, as shown on Tariff Record No. 10.6.

[3] Maximum transportation fuel retention rate as shown on Tariff Record No. 10.6 plus an incremental charge reflecting lost and unaccounted for gas charged by Texas Eastern Transmission from time to time pursuant to the November 13, 2002 Capacity Lease Agreement, as amended, and in accordance with the then-effective terms of Texas Eastern's FERC Gas Tariff.

[4] Maximum transportation fuel retention rate as shown on Tariff Record No. 10.6.

[5] The Incremental Facility Surcharges applicable to this project are set forth on Tariff Record No. 10.71.

Summary of Incremental Storage Rates

<u>Rate Schedule</u>	<u>Base Demand Rate</u>	<u>Base Capacity Rate</u>	<u>Base Injection Rate</u>	<u>Base Withdrawal Rate</u>	<u>Fuel Retention</u>
NORTHEAST STORAGE GSS	\$1.7620	\$0.0294	[1]	[1]	[2]
USA STORAGE GSS	\$4.9599	\$0.0827	[1]	[1]	[2]
ALLEGHENY STORAGE GSS	\$5.0474	\$0.0841	[1]	[1]	[2]

[1] Maximum GSS injection and withdrawal rates, including surcharges, as shown on Tariff Record No.10.30 or Tariff Record No.10.31, as applicable.

[2] Maximum storage fuel retention rate as shown on Tariff Record No.10.30 or Tariff Record No.10.31, as applicable.

APPLICABLE TO SETTLING PARTIES PURSUANT TO THE DECEMBER 6, 2013 STIPULATION
 IN DOCKET NO. RP14-262
 (FOR RATES APPLICABLE TO SEVERED PARTIES IN THE ABOVE REFERENCED DOCKETS SEE TARIFF RECORD 10.71)

RATES APPLICABLE TO RATE SCHEDULES IN
 FERC GAS TARIFF, VOLUME NO. 1
 (RATES PER DT)

Incremental Facility Surcharges

<u>Rate Schedule</u> (1)	<u>Incremental Facilities Docket</u> (2)	<u>Surcharge</u> (3)
FT, FTNN		
	Lebanon to Leidy (Docket No. CP89-638)	
	RESERVATION	\$2.0280
	CAPACITY RELEASE (Max. Vol. Charge)	\$0.0667
	Leidy to Market (Docket No. CP89-638)	
	RESERVATION	\$0.8127
	CAPACITY RELEASE (Max. Vol. Charge)	\$0.0267
	Dominion Hub III (Docket No. CP09-18-000)	
	RESERVATION	\$2.0625
	Sabinsville to Morrisville (Docket No. CP12-20-000)	
	RESERVATION	\$2.6869
	Leidy South (Docket No. CP15-492-000)	
	RESERVATION (Electric)	\$0.1692
	USAGE (Electric)	(\$0.0136)
	FUEL	0.35%

APPLICABLE TO SEVERED PARTIES PURSUANT TO THE DECEMBER 6, 2013 STIPULATION
 IN DOCKET NO. RP14-262

RATES APPLICABLE TO RATE SCHEDULES IN
 FERC GAS TARIFF, VOLUME NO. 1
 (RATES PER DT)

Incremental Facility Surcharges

<u>Rate Schedule</u> (1)	<u>Incremental Facilities Docket</u> (2)	<u>Surcharge</u> (3)
FT, FTNN		
	Lebanon to Leidy (Docket No. CP89-638)	
	RESERVATION	\$2.0280
	CAPACITY RELEASE (Max. Vol. Charge)	\$0.0667
	FUEL	1.22%
	Leidy to Market (Docket No. CP89-638)	
	RESERVATION	\$0.8127
	CAPACITY RELEASE (Max. Vol. Charge)	\$0.0267
	Dominion Hub III (Docket No. CP09-18-000)	
	RESERVATION	\$2.0625
	Sabinsville to Morrisville (Docket No. CP12-20-000)	
	RESERVATION	\$2.6869
	Leidy South (Docket No. CP15-492-000)	
	RESERVATION (Electric)	\$0.1692
	USAGE (Electric)	(\$0.0136)
	FUEL	0.35%

APPLICABLE TO SETTLING PARTIES PURSUANT TO THE DECEMBER 6, 2013 STIPULATION
 IN DOCKET NO. RP14-262

(FOR RATES APPLICABLE TO SEVERED PARTIES IN THE ABOVE REFERENCED DOCKETS SEE TARIFF RECORD 10.81)

RATES APPLICABLE TO RATE SCHEDULES IN
 FERC GAS TARIFF, VOLUME NO. 1 [1]

<u>Rate Schedule</u>	<u>To Be Retained by DETI</u>	<u>GTC \$41 Contribution</u>	<u>Total Rate</u>
FT/FTNN [2]			
Daily Deliveries Unauthorized Overrun Charge	\$0.1412 [3], [11]	\$9.8588 [12]	\$10.0000
Annual Deliveries Unauthorized Overrun Charge	\$0.1412 [3], [11]	\$9.8588 [12]	\$10.0000
GSS [2]			
Daily Injection Unauthorized Overrun Charge	\$0.0287 [4]	\$0.6022 [11]	\$0.6309 [6], [11]
Storage Gas Balance Unauthorized Overrun Charge	\$0.0716 [5], [11]	\$4.9284 [12]	\$5.0000
Unauthorized Withdrawal Overrun Charge	\$0.6309 [6], [11]	\$24.3691 [12]	\$25.0000
GSS-E [2]			
Daily Injection Unauthorized Overrun Charge	\$0.0287 [7]	\$1.0516 [11]	\$1.0803 [8], [11]
Storage Gas Balance Unauthorized Overrun Charge	\$0.0716 [5], [11]	\$4.9284 [12]	\$5.0000
Unauthorized Withdrawal Overrun Charge	\$1.0803 [8], [11]	\$23.9197 [12]	\$25.0000
ISS [2]			
Daily Injection Unauthorized Overrun Charge	\$0.0287 [9]	\$0.6022 [11]	\$0.6309 [10], [11]
Storage Gas Balance Unauthorized Overrun Charge	\$0.0716 [5], [11]	\$4.9284 [12]	\$5.0000
Unauthorized Withdrawal Overrun Charge	\$0.6309 [10], [11]	\$24.3691 [12]	\$25.0000

[1] All Rates reflect \$ per DT.

[2] Fuel Retention Percentage is 1.95%.

[3] Currently effective Maximum IT rate. See Tariff Record No.10.5.

[4] Currently effective Maximum GSS Injection rate. See Tariff Record No.10.30.

[5] Currently effective Maximum MCS Daily Balancing rate. See Tariff Record No.10.1.

[6] Currently effective Maximum GSS From Customers Balance rate. See Tariff Record No.10.30.

[7] Currently effective Maximum GSS-E Injection rate. See Tariff Record No.10.30.

[8] Currently effective Maximum GSS-E Authorized Overruns rate. See Tariff Record No.10.30.

[9] Currently effective Maximum ISS Injection rate. Tariff Record No.10.30.

[10] Currently effective Maximum ISS Authorized Overrun/From Customers Balance rate. Tariff Record No.10.30.

[11] This rate shall be increased for the Annual Charge Adjustment (ACA) as applicable. The ACA is set forth on the FERC website (<http://www.ferc.gov/industries/gas/annual-charges.asp>).

[12] This rate shall be decreased for the Annual Charge Adjustment (ACA) as applicable. The ACA is set forth on the FERC website (<http://www.ferc.gov/industries/gas/annual-charges.asp>).

APPLICABLE TO SEVERED PARTIES PURSUANT TO THE DECEMBER 6, 2013 STIPULATION
 IN DOCKET NO. RP14-262

RATES APPLICABLE TO RATE SCHEDULES IN
 FERC GAS TARIFF, VOLUME NO. 1 [1]

<u>Rate Schedule</u>	<u>To Be Retained by DETI</u>		<u>GTC §41 Contribution</u>		<u>Total Rate</u>
FT/FTNN [2]					
Daily Deliveries Unauthorized Overrun Charge	\$0.1412	[4], [12]	\$9.8588	[13]	\$10.0000
Annual Deliveries Unauthorized Overrun Charge	\$0.1412	[4], [12]	\$9.8588	[13]	\$10.0000
GSS [3]					
Daily Injection Unauthorized Overrun Charge	\$0.0287	[5]	\$0.6022	[12]	\$0.6309 [7], [12]
Storage Gas Balance Unauthorized Overrun Charge	\$0.0716	[6], [12]	\$4.9284	[13]	\$5.0000
Unauthorized Withdrawal Overrun Charge	\$0.6309	[7], [12]	\$24.3691	[13]	\$25.0000
GSS-E [3]					
Daily Injection Unauthorized Overrun Charge	\$0.0287	[8]	\$1.0516	[12]	\$1.0803 [9], [12]
Storage Gas Balance Unauthorized Overrun Charge	\$0.0716	[6], [12]	\$4.9284	[13]	\$5.0000
Unauthorized Withdrawal Overrun Charge	\$1.0803	[9], [12]	\$23.9197	[13]	\$25.0000
ISS [3]					
Daily Injection Unauthorized Overrun Charge	\$0.0287	[10]	\$0.6022	[12]	\$0.6309 [11], [12]
Storage Gas Balance Unauthorized Overrun Charge	\$0.0716	[6], [12]	\$4.9284	[13]	\$5.0000
Unauthorized Withdrawal Overrun Charge	\$0.6309	[11], [12]	\$24.3691	[13]	\$25.0000

[1] All Rates reflect \$ per DT.

[2] Fuel Retention Percentage is 2.85%.

[3] Fuel Retention Percentage is 2.56%.

[4] Currently effective Maximum IT rate. See Tariff Record No.10.6.

[5] Currently effective Maximum GSS Injection rate. See Tariff Record No.10.31.

[6] Currently effective Maximum MCS Daily Balancing rate. See Tariff Record No.10.2.

[7] Currently effective Maximum GSS From Customers Balance rate. See Tariff Record No.10.31.

[8] Currently effective Maximum GSS-E Injection rate. See Tariff Record No.10.31.

[9] Currently effective Maximum GSS-E Authorized Overruns rate. See Tariff Record No.10.31.

[10] Currently effective Maximum ISS Injection rate. See Tariff Record No.10.31.

[11] Currently effective Maximum ISS Authorized Overrun/From Customers Balance rate. See Tariff Record No.10.31.

[12] This rate shall be increased for the Annual Charge Adjustment (ACA) as applicable. The ACA is set forth on FERC's website (<http://www.ferc.gov/industries/gas/annual-charges.asp>).

[13] This rate shall be decreased for the Annual Charge Adjustment (ACA) as applicable. The ACA is set forth on FERC's website (<http://www.ferc.gov/industries/gas/annual-charges.asp>).

APPLICABLE TO SETTLING PARTIES PURSUANT TO THE DECEMBER 6, 2013 STIPULATION
 IN DOCKET NO. RP14-262

(FOR RATES APPLICABLE TO SEVERED PARTIES IN THE ABOVE REFERENCED DOCKETS SEE TARIFF RECORD 10.91)

TRANSPORTATION RATE COMPONENTS
 FERC GAS TARIFF, VOLUME NO. 1 [1]

<u>Rate</u> <u>Schedule</u> (1)	<u>Rate</u> <u>Component</u> (2)	<u>Production</u> (3)	<u>Storage</u> (4)	<u>Transmission</u> (5)	<u>Total</u> (6)	
FT,FTNN	RESERVATION CHARGE:					
		Acct. 858/EPCA (Max)	-	\$0.0003	\$0.2768	\$0.2771
		Other (Max)	\$0.0000	\$0.4880	\$3.3940	\$3.8820
		Total - (Max)	\$0.0000	\$0.4883	\$3.6708	\$4.1591
		- (Min)	\$0.0000	\$0.0000	\$0.0000	\$0.0000
	USAGE CHARGE:					
		Acct. 858/EPCA (Max)	-	\$0.0001	\$0.0067	\$0.0068
		Other (Max)	\$0.0000	\$0.0003	\$0.0080	\$0.0083
		Total - (Max)	\$0.0000	\$0.0004	\$0.0147	\$0.0151
		- (Min)	\$0.0000	\$0.0003	\$0.0080	\$0.0083
FT(SC), FTNN(SC)		Acct. 858/EPCA (Max)	-	\$0.0001	\$0.0249	\$0.0250
		Other (Max)	\$0.0000	\$0.0324	\$0.2312	\$0.2636
		Total - (Max)	\$0.0000	\$0.0325	\$0.2561	\$0.2886
		- (Min)	\$0.0000	\$0.0003	\$0.0080	\$0.0083
	IT		Acct. 858/EPCA (Max)	-	\$0.0001	\$0.0055
		Other (Max)	\$0.0000	\$0.0163	\$0.1196	\$0.1359
		Total - (Max)	\$0.0000	\$0.0164	\$0.1251	\$0.1415
		- (Min)	\$0.0000	\$0.0003	\$0.0080	\$0.0083

[1] All rates reflect \$ per Dt.

APPLICABLE TO SEVERED PARTIES PURSUANT TO THE DECEMBER 6, 2013 STIPULATION
 IN DOCKET NO. RP14-262

TRANSPORTATION RATE COMPONENTS
 FERC GAS TARIFF, VOLUME NO. 1 [1]

<u>Rate Schedule</u> (1)	<u>Rate Component</u> (2)	<u>Production</u> (3)	<u>Storage</u> (4)	<u>Transmission</u> (5)	<u>Total</u> (6)
FT,FTNN	RESERVATION CHARGE:				
	Acct. 858/EPCA (Max)	-	\$0.0003	\$0.2768	\$0.2771
	Other (Max)	\$0.0000	\$0.4880	\$3.3940	\$3.8820
	Total - (Max)	\$0.0000	\$0.4883	\$3.6708	\$4.1591
	- (Min)	\$0.0000	\$0.0000	\$0.0000	\$0.0000
	USAGE CHARGE:				
	Acct. 858/EPCA (Max)	-	\$0.0001	\$0.0067	\$0.0068
	Other (Max)	\$0.0000	\$0.0003	\$0.0080	\$0.0083
	Total - (Max)	\$0.0000	\$0.0004	\$0.0147	\$0.0151
	- (Min)	\$0.0000	\$0.0003	\$0.0080	\$0.0083
FT(SC), FTNN(SC)					
	Acct. 858/EPCA (Max)	-	\$0.0001	\$0.0249	\$0.0250
	Other (Max)	\$0.0000	\$0.0324	\$0.2312	\$0.2636
	Total - (Max)	\$0.0000	\$0.0325	\$0.2561	\$0.2886
	- (Min)	\$0.0000	\$0.0003	\$0.0080	\$0.0083
IT					
	Acct. 858/EPCA (Max)	-	\$0.0001	\$0.0055	\$0.0056
	Other (Max)	\$0.0000	\$0.0163	\$0.1196	\$0.1359
	Total - (Max)	\$0.0000	\$0.0164	\$0.1251	\$0.1415
	- (Min)	\$0.0000	\$0.0003	\$0.0080	\$0.0083

[1] All rates reflect \$ per Dt.

DOMINION ENERGY TRANSMISSION, INC.
 Allocation of Unrecovered Purchased Gas and Transportation Costs
 Pursuant to Section 18.1

<u>Line No.</u>	<u>Company Column (1)</u>	<u>Percentage (2)</u>
1	Algonquin	1.8424%
2	Baltimore Gas & Electric	2.6582%
3	Brooklyn Union	4.2667%
4	Columbia of Ohio	0.0594%
5	Columbia of Pennsylvania	0.1267%
6	Consolidated Edison of NY	0.3000%
7	Corning	0.8216%
8	East Ohio Gas Co.	29.7373%
9	Elizabethtown	0.6839%
10	Fillmore Gas Co.	0.0792%
11	Hanley & Bird	0.1100%
12	Hope Gas, Inc.	2.7162%
13	Long Island Lighting	1.9154%
14	National Fuel Gas Supply	2.6667%
15	New Jersey Natural	1.1333%
16	New York State Electric & Ga	4.9817%
17	Niagara Mohawk Power Corp.	14.3281%
18	North Penn Gas Co.	0.1673%
19	Peoples Natural Gas Co.	11.6028%
20	Public Service Electric & Ga	2.0921%
21	River Gas Co.	0.3366%
22	Rochester Gas & Electric	15.0602%
23	South Jersey	0.0336%
24	Washington Gas Light	2.2622%
25	Woodhull Municipal Gas Co.	0.0183%
26		100.00%
27	RP94-31 Amount	\$177,889,950
28	RP94-300 Amount	\$9,750,452
29	6-16-95 Filing Amount	(\$9,051,108)
30	Total Amount billed	\$178,589,294

TARIFF RATE SCHEDULES

<u>RATE SCHEDULE</u>	<u>SERVICE</u>	<u>TARIFF RECORD NO.</u>
FT	Firm Transportation Service	20.1
FTNN	Firm Transportation, No-Notice Service	20.2
IT	Interruptible Transportation Service	20.3
MCS	Market Center Services	20.4
GSS	General Storage Service	20.20
GSS 7(c)	General Storage Service , Section 7(c)	20.21
GSS-E	General Storage Service - Expansion	20.22
ISS	Interruptible Storage Service	20.23
TTT	Title Transfer Tracking Service	20.40
DPO	Delivery Point Operator Service	20.41
CSC	Citygate Swing Customer Service	20.42
MPS	Mainline Pooling Service	20.43
USS	Unbundled Sales Service	20.44

FT RATE SCHEDULE
Firm Transportation Service

1. Availability

1.1 This Rate Schedule is available for transportation service by Dominion Energy Transmission, Inc. ("Pipeline"), without undue discrimination or preference, to any person ("Customer") or Customer's assignee(s), where:

- A. Customer has entered into a Service Agreement prior to April 1, 2002, or has been awarded capacity in accordance with Section 11A.2, 23, 24, or 43 of the General Terms and Conditions ("GT&C") of this Tariff; and
- B. Customer has entered into a Service Agreement with Pipeline for transportation service under this Rate Schedule that conforms to the form of Service Agreement contained in this Tariff or otherwise has been approved by the Commission; and
- C. Customer is willing and able to pay the maximum rates hereunder, or such other rate to which Pipeline and Customer mutually agree in accordance with the General Terms and Conditions of this Tariff.

1.2 Pipeline is not required to provide any requested transportation service for which capacity is not available or that would require the construction or acquisition of any new facilities, except as provided in GT&C Section 37.

2. Applicability and Character of Service

This Rate Schedule shall apply to all natural gas transported by Pipeline for Customer under an executed Service Agreement that conforms to the form of Service Agreement contained in this Tariff. Transportation service rendered hereunder, within the delivery limitations of the executed Service Agreement, shall be firm and shall not be subject to curtailment, interruption or discontinuance, except as provided herein or in the General Terms and Conditions of this Tariff. Deliveries at the various Delivery Points by Pipeline to Customer shall be in accordance with the executed Service Agreement and the terms of this Tariff. Pipeline shall receive gas for Customer at the Receipt Point(s) in accordance with the executed Service Agreement and the terms of this Tariff.

3. Daily and Annual Quantities

3.1 The executed Service Agreement shall specify an MDTQ (Maximum Daily Transportation Quantity) and MATQ (Maximum Annual Transportation Quantity), as defined in Section 1.2 of the General Terms and Conditions of this Tariff. Customer's MDTQ shall be a uniform quantity throughout the contract year, except that Pipeline may, on a not unduly discriminatory basis, agree to either (a) certain differing levels in Customer's MDTQ during specified periods during the year or (b) certain differing levels in Customer's MDTQ (and MATQ) for different, specified portions of the term. Customer's MDTQ and any differing levels in MDTQ, as well as the period of such differing MDTQ levels, shall be specified in the executed service agreement. Pipeline shall also receive, at the Receipt Point(s), an amount for fuel retention.

3.2 To the extent Pipeline and Customer mutually agree to a) service under this Rate Schedule at the applicable maximum rates with varying levels in MDTQ for a term of twelve or more consecutive months at a MDTQ greater than zero or b) service under Section 9 of this Rate Schedule at the applicable maximum rates with a multi-year term, then such Customer upon expiration of an eligible Service Agreement may elect to continue receiving such transportation service in whole or in part, provided however, partial reductions must be a uniform percentage reduction throughout each month of the contract year or as mutually agreed by Pipeline and Customer on a non-discriminatory basis. To exercise this right of first

refusal, Customer must comply with the provisions of Section 24.2 of the General Terms and Conditions of this Tariff. If a Service Agreement specifies different MDTQ levels during different portions of its term, Customer's right of first refusal (if applicable) shall apply to the MDTQ in effect on the termination date of the Service Agreement.

4. Rate

The rates and charges under this Rate Schedule shall include all applicable rates and charges set forth in the currently effective Statement of Applicable Rates of this Tariff and those rates and charges are hereby expressly incorporated in this Rate Schedule.

5. Monthly Bill

5.1 For service under this Rate Schedule, Customer shall pay Pipeline monthly the following:

- A. A Reservation Charge. A charge per month per Dt of MDTQ.
- B. A Usage Charge. A charge per Dt for all gas delivered during the billing month.
- C. An amount to reimburse Pipeline for the filing fees associated directly with the transportation service and paid to the Federal Energy Regulatory Commission; provided, however, that Pipeline shall notify Customer in advance of the applicability and amount of any such filing fee.
- D. Cost of facilities as described in Section 20 of the General Terms and Conditions.
- E. Applicable authorized and unauthorized overrun charges as required by Section 8 of this Rate Schedule; and
- F. All other applicable rates, charges, and penalties as set forth in the General Terms and Conditions of this Tariff, including, but not limited to, any applicable incremental rate and fuel provisions in accordance with Section 11A.1.G. of the General Terms and Conditions and as listed on Tariff Records Nos. 10.50 and 10.70.

5.2 Pipeline will retain the percentage(s) of receipts set forth on Tariff Records Nos. 10.5, 10.50 (as applicable) and 10.70 (as applicable) as the Transportation Service Fuel Retention Percentage; provided, however, that Pipeline will not retain fuel in those instances where the transaction does not cause Pipeline to use fuel.

5.3 Pipeline may elect to offer to transport at a rate that is below the maximum but no less than the minimum rates set forth on Tariff Records Nos. 10.5, and 10.70 as applicable to this Rate Schedule. However, Pipeline is not obligated to offer to transport gas at any rates less than the maximum rates.

5.4 Small Customers that comply with the conditions set forth in Section 10, below, are eligible for a one-part rate that shall be designated as the FT(SC) rate on Pipeline's tariff records. The one-part rate shall be calculated to substitute for the Reservation Charge and the Usage Charge, identified in Section 5.1 above, but shall not excuse Customer from payment of any of the other charges identified in this Section 5 or the General Terms and Conditions of this Tariff.

5.5 Notwithstanding the general provision of Sections 4 and 5.1, above, if Pipeline and Customer mutually agree to negotiated rates for service hereunder, such negotiated rates shall apply in lieu of the otherwise applicable charges identified in Sections 5.1.A through 5.1.E of this Rate Schedule.

6. Receipts and Deliveries

6.1 Each executed Service Agreement shall specify Primary Receipt and Primary Delivery Points.

- A. Each executed Service Agreement shall specify the maximum quantities that Pipeline is obligated to receive on any Day at each Primary Receipt Point. Pipeline shall also receive, at the Receipt Point(s), a quantity for fuel retention. Under the executed Service Agreement, the sum of the quantities specified at each Primary Receipt Point shall not exceed the MDTQ.
 - B. Each executed Service Agreement may state the maximum quantities that Pipeline is obligated to deliver on any Day at each Primary Delivery Point. This quantity shall be Pipeline's Maximum Daily Delivery Obligation ("MDDO") at each point.
 - 1. IF no MDDO is stated for a Primary Delivery Point, then Pipeline's obligation to deliver gas to Customer at such point shall be limited to the quantities that Pipeline is able to deliver at such point using facilities in existence as of May 18, 1992, without adversely affecting Pipeline's ability to render other firm services on Pipeline's system.
 - 2. Notwithstanding the limitation on Pipeline's obligation at any single Primary Delivery Point stated in Section 6.1.B.1. above, nothing in this Section 6.1.B. shall diminish Pipeline's obligation to deliver quantities at Primary Delivery Points which, when totaled, do not exceed Customer's MDTQ.
 - 3. Upon request by Customer, Pipeline will establish an MDDO at any Primary Delivery Point under the executed Service Agreement.
 - C. Customer shall have the rights set forth in GT&C 11A.4.G. based on the Primary Receipt Point stated in the executed Service Agreement, except that Pipeline and Customer may mutually agree on an not unduly discriminatory basis that the Applicable Market Center Point (as defined in GT&C 11A.4.G.) for the Primary Receipt Point shall be on a Secondary basis under the following circumstances: (a) Pipeline can operationally deliver the MDTQ from the Primary Receipt Point to the Primary Delivery Point; (b) the Applicable Market Center Point that corresponds with the Primary Receipt Point can only be provided on a Primary basis subject to the construction of certain facilities; and, (c) Customer does not desire to pay for such facilities and agrees to accept access to the Applicable Market Center Point on a Secondary basis.
- 6.2 Any Customer receiving service pursuant to 18 C.F.R. Part 284 under this Rate Schedule may also nominate service as provided under Section 11A of the General Terms and Conditions of this Tariff, utilizing Secondary Receipt and Delivery Points to the executed Service Agreement.
- A. Pipeline will offer such requesting Customer the most current master Secondary Receipt and Delivery Point list, as published on Pipeline's Electronic Bulletin Board.
 - B. Pipeline may receive or deliver quantities for Customer at each Secondary Receipt or Delivery Point, up to the MDTQ at each Receipt Point and up to the MDDO or MDTQ at each Delivery Point; provided, however, that the aggregate receipts and/or deliveries, at Primary and Secondary points under the Service Agreement, shall not exceed Customer's MDTQ.
 - C. Any Customer receiving service pursuant to 18 C.F.R. Part 284 under this Rate Schedule at less than maximum rates shall be entitled to use Secondary Receipt and Delivery Points at the lower priority established under Section 11A.4.A.3 of the General Terms and Conditions of this Tariff. If such Customer agrees to pay the maximum rate under this rate schedule for such service, then Customer shall be entitled to use such Secondary points at the priority established under Section 11A.4.A.2 of the General Terms and Conditions.
 - D. Pipeline will cooperate fully and use good faith and reasonable efforts to make Secondary point capacity available to Customer; provided, however that Customer's right to use any particular Secondary Receipt or Delivery Point will be limited: (1) by the physical capacity of the market at

that point; and (2) by Pipeline's operational ability to provide capacity at that point without limiting a firm Customer's scheduled use of a Primary point or imposing an operational flow order on any part of Pipeline's system.

6.3 Customers receiving firm transportation service from Pipeline pursuant to a certificate issued under Section 7(c) of the Natural Gas Act ("NGA") will have the Receipt and Delivery Points authorized by the applicable NGA Section 7(c) certificate. Such points will be Primary points, as defined in the General Terms and Conditions of this Tariff, unless such points are expressly stated in the Service Agreement to be secondary in nature.

A. Any Customer receiving firm transportation service pursuant to an NGA Section 7(c) certificate may request Secondary Receipt or Delivery Points pursuant to this Section 6.3; provided, however that if Customer is paying any rate component including surcharges that is less than Pipeline's corresponding maximum rates under this Rate Schedule, and Customer nominates service at a Secondary point during any month, then Customer shall pay such maximum rate components for any service where Customer receives or delivers gas at a Secondary point.

B. A Customer electing to use a Secondary point pursuant to this Section 6.3 must notify Pipeline of its election no less than seven working days prior to the commencement of the month in which the Secondary point is used.

7. Equalization of Receipts and Deliveries

7.1 Daily deliveries of gas by Pipeline to Customer, hereunder, shall be approximately equal to daily receipts by Pipeline from Customer for transportation hereunder, less any gas retained by Pipeline in providing such transportation service. Pipeline shall have no obligation to take receipt of gas on any Day that Customer fails to take delivery of equivalent quantities of gas tendered by Pipeline at the Delivery Point(s), and Pipeline shall have no obligation to deliver gas to Customer on any Day that Customer fails to deliver equivalent quantities to Pipeline at the Receipt Point(s); provided, however, that this Section shall authorize Pipeline to suspend service only to the extent that Customer's receipts and deliveries are not equivalent.

7.2 If, despite Customer's obligation to balance as set forth in Section 7.1 above, Pipeline determines at the end of any month that deliveries hereunder by Pipeline were greater or less than the corresponding receipts of gas by Pipeline for transportation, less any gas retained, Pipeline will notify Customer via the EBB no later than the 9th Business Day of the succeeding month of any excess or deficiency in receipts. Customer may correct such excess or deficiency in receipts within twenty (20) Days after Customer receives such EBB notification of the month-end imbalance from Pipeline. If an imbalance is not (i) corrected within twenty (20) Days or, to the extent not cured in-kind, (ii) traded in accordance with Section 40 of the General Terms and Conditions, or (iii) resolved through any other imbalance management options offered by Pipeline and others, then Pipeline will (i) transfer the imbalance to Customer's balance under its Rate Schedule MCS service agreement or (ii) if Customer does not have such service agreement in effect, create an MCS service agreement, and then transfer such imbalance, and (in either case) assess the maximum rate for Balancing Service under Rate Schedule MCS for each Day the imbalance remains on the system beginning on the date that Customer is notified of the end-of-month imbalance. To the extent that MCS Balancing Service is not available or Customer does not qualify for such service, Pipeline shall have the right to correct an imbalance by: (i) immediately suspending deliveries to Customer or, if that does not cure the imbalance, purchasing gas to make up deficiencies in receipts and charging Customer for the verifiable cost of such gas; or (ii) immediately suspending receipts from Customer or, if that does not cure the imbalance, treating excess receipts as unauthorized gas under Section 29 of the General Terms and Conditions. Pipeline shall not impose fees otherwise applicable under this section that result from in-kind cures and imbalance trades undertaken by Customer in good faith reliance on monthly imbalance data that Pipeline has reported in error.

7.3 Customers electing to cure imbalances through in-kind receipts or deliveries under Section 7.2 of this Rate Schedule must nominate and schedule any receipts or deliveries of gas intended to cure imbalances under

the Service Agreement in accordance with Section 11A of the General Terms and Conditions of this Tariff. Such scheduled receipts or deliveries of gas shall be deemed to be the last gas through the meter for purposes of calculating Customer's monthly bill and the applicability of the imbalance charges set forth in Section 7.2, above.

7.4 Subject to the availability of service under Rate Schedule MCS, Customer may elect to take Rate Schedule MCS balancing service from Pipeline in conjunction with firm transportation service under this Rate Schedule. MCS balancing service will be made available under the following conditions: (1) Customer executes a service agreement in the form specified for Rate Schedule MCS, in a quantity sufficient to reasonably accommodate the quantity of imbalances that might arise under the Rate Schedule FT service agreement; (2) Customer agrees to nominate service Rate Schedules FT and MCS in accordance with the standard daily and intra-day nomination deadlines, except that Pipeline will make automatic accruals to Customer's Rate Schedule MCS account for the quantity of any imbalance (i.e., the difference between the quantity nominated and the quantity delivered and/or taken), up to the level of MCS service that would otherwise be available for use by Customer from time to time; (3) Customer agrees to take service under the terms and conditions of Rate Schedule MCS; (4) Pipeline has reliable, timely access to data in order to monitor Customer's actual takes at the Delivery Point(s) or at the facility to be served.

8. Transportation Overruns

8.1 Unauthorized Overruns.

- A. Daily Deliveries. In the event Customer receives from Pipeline on any Day during a billing month, a quantity of gas in excess of 102 percent of Customer's applicable MDTQ, then Customer shall pay Pipeline an unauthorized overrun charge as set forth on Tariff Record No. 10.80 of this tariff for all gas received by Customer that exceeds 102 percent of Customer's MDTQ, unless such overruns are deemed authorized in accordance with Section 8.2 or 8.3 below.
- B. Annual Deliveries. In the event Customer receives from Pipeline during any Contract Year a total quantity of gas in excess of 102 percent of Customer's MATQ under any particular Service Agreement, Customer shall pay Pipeline an unauthorized overrun charge as set forth on Tariff Record No. 10.80 of this tariff for all gas received under that Service Agreement that exceeds 102 percent of Customer's MATQ, unless such overruns are deemed authorized in accordance with Section 8.2 or 8.3 below.
- C. Any unauthorized overrun charge shall be billed for the month in which any such excess occurs, and shall be in addition to the fuel retention percentage applicable under this Rate Schedule. Each unauthorized overrun charge shall be separately assessed and payable in any month. For each Dt received by Customer that exceeds both the MDTQ and MATQ under a Service Agreement, only one unauthorized overrun charge shall be imposed.
- D. The payment of an unauthorized overrun charge shall not under any circumstances be construed as giving Customer the right to take such overruns; nor shall payment be construed as a substitute for any other remedies available to Pipeline or to any other Customer against the Customer receiving the unauthorized overrun for failure to adhere to its obligations under the provisions of this Rate Schedule, the Service Agreement or the General Terms and Conditions of this Tariff.
- E. Pipeline shall post on its EBB the options available to Customer to minimize or avoid the overrun service charges described in this Section. Such posting shall include alternative services offered by Pipeline.

8.2 Overruns Deemed Authorized. Deliveries described in Sections 8.1.A. and 8.1.B. above shall be unauthorized unless:

- A. Pipeline, in its sole discretion, on a non-discriminatory basis, determines that capacity exists for Pipeline to receive from and deliver such quantities to Customer, for a charge equal to the maximum rates applicable to Pipeline's interruptible transportation service and agrees to receive and deliver such quantities; and
 - B. Customer requests such receipts and deliveries no less than 24 hours in advance for periods of up to 72 consecutive hours; and
 - C. Such receipts and deliveries would not disrupt existing firm service, or existing interruptible service scheduled and commenced by Pipeline; and
 - D. Such receipts and deliveries would not adversely affect operations on Pipeline's system, as determined by, and in the sole discretion of, Pipeline; and
 - E. Customer nominates and tenders to Pipeline quantities of gas equal to the quantities of gas delivered by Pipeline to Customer.
- 8.3 Overruns Caused by Pipeline's Actions. Deliveries described in Sections 8.1.A. and 8.1.B. above shall not be deemed to be an overrun for purposes of Section 8 of this Rate Schedule if:
- A. Pipeline exercises complete and unrestricted control through utilization of flow control devices over the quantity delivered to Customer and Customer's receipts of gas at the Delivery Point at which the overrun occurred; and
 - B. Such excess deliveries were caused solely by Pipeline's actions or omissions.
- 8.4 Determination of Unauthorized FT Overruns. An unauthorized FT overrun occurs when a transportation Customer takes delivery of more transportation gas than the allowed MDTQ under its transportation Service Agreement and no other services are available to compensate for the variation between nominated and delivered quantities.
9. Transportation of Gas Withdrawn from Storage
- 9.1 Any Customer that buys firm storage service under Rate Schedule GSS of this Tariff, or that provides evidence to certify its entitlement to a firm storage service deliverable into Pipeline at a Third Party Storage Service Point, and that desires to have gas withdrawn from storage pursuant to the storage service agreement delivered to points other than Pipeline's storage pool withdrawal points or the Third Party Storage Service Point, shall be eligible for firm transportation service pursuant to this Section 9; provided, however, that nothing herein shall preclude Customer from electing to transport gas withdrawn from storage pursuant to any other transportation arrangement.
- 9.2 Subject to the availability of capacity, a Customer pursuant to this Section 9 may elect to execute a service agreement ("FT-GSS Service Agreement") with Pipeline for quantities of firm transportation service pursuant to this Rate Schedule as follows:
- A. An MDTQ, which is equal to Customer's Storage Demand; and
 - B. An MATQ, which is equal to Customer's Storage Demand multiplied by 151.
- 9.3 Service elected under this Section 9 shall be utilized only during the Winter Period, and the applicable Reservation charge shall be billed only during the Winter Period. All charges otherwise applicable to service under this Rate Schedule, as listed under Sections 5.1.B. - 5.1.I., above, shall apply to all services rendered under this Section 9.

- 9.4 The FT-GSS Service Agreement shall specify points at which Pipeline withdraws gas from storage, or the Third Party Storage Service Point at which Customer has certified its firm entitlement to tender gas to Pipeline, as Primary Receipt Points. The Delivery Points shall be as mutually agreed upon by Customer and Pipeline.
- 9.5 Any Customer contracting for service under this Section 9 may add Secondary points to the FT-GSS Service Agreement pursuant to Section 6 above, subject to the limitations set forth in Section 6 of this Rate Schedule, Section 8 of Rate Schedule GSS, and Section 11B of the General Terms and Conditions of this Tariff.
- 9.6 Customers pursuant to this Section 9 are also subject to all provisions of this Rate Schedule and the General Terms and Conditions of this Tariff.

10. Small Customers

Customer shall be eligible for the rate treatment specified in Section 5.4, above, if: (1) Customer agrees in its Service Agreement to take its full daily entitlements under this Rate Schedule and Rate Schedule GSS, prior to taking delivery of gas from any other pipeline and prior to taking gas transported pursuant to the terms of Pipeline's Rate Schedule IT or MCS or Section 23 of the General Terms and Conditions of this Tariff (Capacity Release); and (2) Customer was entitled to service under Pipeline's former Rate Schedules SCR or SCQ on May 18, 1992.

11. Prior Rate Schedules Superseded

- 11.1 This Rate Schedule cancels and supersedes Pipeline's Rate Schedule TF.
- 11.2 Service performed as of the date of the effectiveness of this Rate Schedule under Pipeline's former Rate Schedule TF will be performed under this Rate Schedule, subject to the General Terms and Conditions of this Tariff.

12. General Terms and Conditions

The General Terms and Conditions of Pipeline's effective FERC Gas Tariff, and any revisions thereof that may be proposed and made effective from time to time hereafter, to the extent not inconsistent with the provisions of this Rate Schedule, shall apply to and are made a part of this Rate Schedule.

FTNN RATE SCHEDULE
Firm Transportation, No-Notice Service

1. Availability
 - 1.1 Dominion Energy Transmission, Inc. ("Pipeline") will make service under this Rate Schedule available to Customer, or its assignee(s) under the provisions of Order Nos. 636, et seq., where Customer:
 - A. receives GSS storage service; and
 - B. has entered into a Service Agreement with Pipeline for service under this Rate Schedule that conforms to the form of Service Agreement contained in this Tariff.
 - 1.2 Pipeline is not required to provide any requested delivery service for which capacity is not currently available or that would require the construction or acquisition of any new facilities.
2. Applicability and Character of Service
 - 2.1 This Rate Schedule shall apply to all natural gas transported by Pipeline for Customer under an executed Service Agreement that conforms to the form of Service Agreement contained in this Tariff. Transportation service rendered hereunder, within the delivery limitations of the executed Service Agreement, shall be firm and shall not be subject to curtailment, interruption or discontinuance, except as provided herein or in the General Terms and Conditions of this Tariff. Deliveries at the various Delivery Points by Pipeline to Customer shall be in accordance with the executed Service Agreement, the terms of this Tariff and mutually agreeable dispatching arrangements made between Pipeline, Customer, and Customer's Transporter, if any. Pipeline shall receive gas for Customer at Receipt Point(s) in accordance with the executed Service Agreement and the terms of this Tariff.
 - 2.2 This Rate Schedule provides for firm transportation services which are supplemented with a no-notice service feature that allows for physical delivery variations from Customer's nominated services, within the tolerances established at Section 9, below. The no-notice feature is provided by adjusting Customer's storage nominations and corresponding transportation service out of storage, pursuant to Section 8, below (FTNN-GSS), with the same prior notice to Pipeline as is required by Customer's Transporter, if any. Pipeline shall have authority to make withdrawals from storage as necessary to effect no-notice deliveries to that Customer.
 - 2.3 Pipeline provides daily deliveries to Customer on a no notice basis under this Rate Schedule, only up to Customer's GSS withdrawal entitlements, plus any applicable "From Customer's Balance" quantities.
3. Daily and Annual Quantities
 - 3.1 The executed Service Agreement shall specify an MDTQ (Maximum Daily Transportation Quantity) and MATQ (Maximum Annual Transportation Quantity), as defined in Section 1.2 of the General Terms and Conditions of this Tariff. Customer's MDTQ shall be a uniform quantity throughout the contract year, except that Pipeline may, on a not unduly discriminatory basis, agree to certain differing levels in Customer's MDTQ during specified periods during the year. Customer's MDTQ and any differing levels in MDTQ, as well as the period of such differing MDTQ levels, shall be specified in the executed service agreement. Pipeline shall also receive, at the Receipt Point(s), an amount for fuel retention.
 - 3.2 To the extent Pipeline and Customer mutually agree to a) service under this Rate Schedule at the applicable maximum rates with varying levels in MDTQ for a term of twelve or more consecutive months at a MDTQ greater than zero or b) service under Section 8 of this Rate Schedule at the applicable maximum rates with a multi-year term, then such Customer upon expiration of an eligible Service Agreement may elect to continue receiving such transportation service in whole or in part, provided however, partial

reductions must be a uniform percentage reduction throughout each month of the contract year or as mutually agreed by Pipeline and Customer on a non-discriminatory basis. To exercise this right of first refusal, Customer must comply with the provisions of Section 24.2 of the General Terms and Conditions of this Tariff.

4. Rate

Unless Pipeline and Customer agree otherwise, the rates and charges under this Rate Schedule shall include all applicable rates and charges set forth in the currently effective Statement of Applicable Rates of this Tariff and those rates and charges are hereby expressly incorporated in this Rate Schedule.

5. Monthly Bill

5.1 For service under this Rate Schedule, unless Pipeline and Customer agree otherwise, Customer shall pay Pipeline monthly the following:

- A. A Reservation Charge. A charge per month per Dt of MDTQ.
- B. A Usage Charge. A charge per Dt for all gas delivered during the billing month.
- C. An amount to reimburse Pipeline for the filing fees associated directly with the transportation service and paid to the Federal Energy Regulatory Commission; provided, however, that Pipeline shall notify Customer in advance of the applicability and amount of any such filing fee; and
- D. Cost of facilities as described in Section 20 of the General Terms and Conditions;
- E. All other applicable rates, charges, and penalties as set forth in the General Terms and Conditions of this Tariff, including, but not limited to, any applicable incremental rate and fuel provisions in accordance with Section 11A.1.G of the General Terms and Conditions and as listed on Tariff Records Nos. 10.50 and 10.70.

5.2 Pipeline will retain the percentage(s) of receipts set forth on Tariff Records Nos. 10.5, 10.50 (as applicable) and 10.70 (as applicable) as the Transportation Service Fuel Retention Percentage; provided, however, that Pipeline will not retain fuel in those instances where the transaction does not cause Pipeline to use fuel.

5.3 Pipeline may elect to offer to transport at a rate that is below the maximum but no less than the minimum rates set forth on Tariff Records Nos. 10.5, 10.50 (as applicable) and 10.70 (as applicable) to this Rate Schedule. However, Pipeline is not obligated to offer to transport gas at any rates less than the maximum rates.

5.4 Small Customers that comply with the conditions set forth in Section 10, below, are eligible for a one-part rate that shall be designated as the FTNN(SC) rate on Pipeline's tariff records. The one-part rate shall be calculated to substitute for the Reservation Charge and the Usage Charge, identified in Section 5.1 above, but shall not excuse Customer from payment of any of the other charges identified in this Section 5 or the General Terms and Conditions of this Tariff.

5.5 Notwithstanding the general provision of Sections 4 and 5.1 above, if Pipeline and Customer mutually agree to negotiated rates for service hereunder, such negotiated rates shall apply in lieu of the otherwise applicable charges identified in Sections 5.1.A through 5.1.E of this Rate Schedule.

6. Receipts and Deliveries

6.1 Each executed Service Agreement shall specify Primary Receipt and Primary Delivery Points.

- A. Each executed Service Agreement shall specify the maximum quantities that Pipeline is obligated to receive on any Day at each Primary Receipt Point. Pipeline shall also receive, at the Receipt Point(s), a quantity for fuel retention. Under the executed Service Agreement, the sum of the quantities specified at each Primary Receipt Point shall not exceed the MDTQ.
 - B. Each executed Service Agreement may state the maximum quantities that Pipeline is obligated to deliver on any Day at each Primary Delivery Point. This quantity shall be Pipeline's Maximum Daily Delivery Obligation ("MDDO") at each point.
 - 1. If no MDDO is stated for a Primary Delivery Point, then Pipeline's obligation to deliver gas to Customer at such point shall be limited to the quantities that Pipeline is able to deliver at such point using facilities in existence as of May 18, 1992 without adversely affecting Pipeline's ability to provide other firm services on Pipeline's system.
 - 2. Notwithstanding the limitation on Pipeline's obligation at any single Primary Delivery Point stated in Section 6.1.B.1. above, nothing in this Section 6.1.B. shall diminish Pipeline's obligation to deliver quantities at Primary Delivery Points which, when totaled, equal Customer's MDTQ.
 - 3. Upon request by Customer, Pipeline will establish an MDDO at any Primary Delivery Point under the executed Service Agreement.
 - C. Customer shall have the rights set forth in GT&C 11A.4.G. based on the Primary Receipt Point stated in the executed Service Agreement, except that Pipeline and Customer may mutually agree on an not unduly discriminatory basis that the Applicable Market Center Point (as defined in GT&C 11A.4.G.) for the Primary Receipt Point shall be on a Secondary basis under the following circumstances: (a) Pipeline can operationally deliver the MDTQ from the Primary Receipt Point to the Primary Delivery Point; (b) the Applicable Market Center Point that corresponds with the Primary Receipt Point can only be provided on a Primary basis subject to the construction of certain facilities; and, (c) Customer does not desire to pay for such facilities and agrees to accept access to the Applicable Market Center Point on a Secondary basis.
- 6.2 Any Customer receiving service pursuant to 18 C.F.R. Part 284 under this Rate Schedule may also nominate service as provided under Section 11A of the General Terms and Conditions of this Tariff, utilizing Secondary Receipt and Delivery Points.
- A. Pipeline will offer such requesting Customer the most current master Secondary Receipt and Delivery Point list, as published on Pipeline's Electronic Bulletin Board.
 - B. Pipeline may receive or deliver quantities for Customer at each Secondary Receipt or Delivery Point, up to the MDTQ at each Receipt Point and up to the MDDO or MDTQ at each Delivery Point; provided, however, that the aggregate receipts and/or deliveries, at Primary and Secondary points under the Service Agreement, shall not exceed Customer's MDTQ.
 - C. Any Customer receiving service pursuant to 18 C.F.R. Part 284 under this Rate Schedule at less than maximum rates shall be entitled to use Secondary Receipt and Delivery Points at the lower priority established under Section 11A.4.A.3. of the General Terms and Conditions of this Tariff. If such Customer agrees to pay the maximum rate under this rate schedule for such service, then Customer shall be entitled to use such Secondary points at the priority established under Section 11A.4.A.2. of the General Terms and Conditions.
 - D. Pipeline will cooperate fully and use good faith and reasonable efforts to make Secondary point capacity available to Customers; provided, however that Customer's right to use any particular Secondary Receipt or Delivery Point will be limited: (1) by the physical take-away capacity of the

market at that point; and (2) by Pipeline's operational ability to provide capacity at that point without limiting a firm Customer's scheduled use of a Primary point or imposing an operational flow order on any part of Pipeline's system.

7. Equalization of Receipts and Deliveries

Any imbalances in receipts and deliveries arising from transportation service that Pipeline provides to Customer pursuant to a Service Agreement under this Rate Schedule shall be rectified through use of Customer's storage entitlements, as set forth in Section 9 of this Rate Schedule. Consistent with Section 9 of this Rate Schedule, daily deliveries of gas by Pipeline to Customer shall be approximately equal to daily receipts of gas by Pipeline from Customer for transportation, including gas withdrawn from storage for Customer, less any gas retained by Pipeline in providing such transportation service. Pipeline shall have no obligation to take receipt of gas on any Day that equivalent quantities of gas cannot be delivered to Customer or injected for Customer's account pursuant to Section 9 below, and Pipeline shall have no obligation to deliver gas to Customer on any Day that Customer fails to deliver equivalent quantities to Pipeline or does not have gas available for withdrawal from storage pursuant to Section 9 below; provided, however, that this Section shall authorize Pipeline to suspend service only to the extent that Customer's receipts and deliveries are not equivalent.

8. Transportation of Gas Withdrawn Under Rate Schedule GSS

8.1 Any Customer that buys firm storage service under Rate Schedule GSS of this Tariff, and that desires to have gas withdrawn from storage pursuant to the Storage Service Agreement delivered to points other than Pipeline's storage pool withdrawal points, shall be eligible for firm transportation service pursuant to this Section 8; provided, however, that nothing herein shall preclude Customer from electing to transport gas withdrawn from storage pursuant to any other transportation arrangement.

8.2 Customer shall execute a Service Agreement with Pipeline ("the FTNN-GSS Service Agreement") for quantities of firm transportation service pursuant to this Rate Schedule as follows:

- A. An MDTQ, which is equal to Customer's Storage Demand; and
- B. An MATQ, which is equal to Customer's Storage Demand multiplied by 151.

8.3 Service elected under this Section 8 shall be utilized only during the Winter Period, and the applicable Reservation charge shall be billed only during the Winter Period. All charges otherwise applicable to service under this Rate Schedule, as listed under Sections 5.1.B - 5.1.E., above, shall apply to all services rendered under this Section 8.

8.4 The FTNN-GSS Service Agreement shall specify points at which Pipeline withdraws gas from storage as Primary Receipt Points. The Primary Delivery Points shall be as mutually agreed upon by Customer and Pipeline.

8.5 Any Customer contracting for service under this Section 8 may add Secondary points to the executed FTNN-GSS Service Agreement pursuant to Section 6 above, subject to the limitations set forth in Section 6 of this Rate Schedule, Section 8 of Rate Schedule GSS, and Section 11B of the General Terms and Conditions of this Tariff.

8.6 Customers pursuant to this Section 8 are also subject to all provisions of this Rate Schedule and the General Terms and Conditions of this Tariff.

9. No-Notice Service

9.1 General Procedure

- A. Customer shall nominate firm storage and transportation services in accordance with applicable Rate Schedules and the General Terms and Conditions of Pipeline's Tariff.
- B. Each Day, Customer's storage will be used for balancing deliveries to Customer or Customer's Transporter with its nominations. Pipeline may require Customer to adjust storage nominations to reflect balancing accomplished through Customer's actual withdrawals and injections. Daily injection and withdrawal charges otherwise applicable to such daily balancing will be netted on a monthly basis.

9.2 Overdeliveries of Transportation Quantities to Pipeline.

- A. Overdeliveries of any firm transportation gas to Pipeline by Customer will be injected into Customer storage for Customer's account. If quantities injected for Customer's account exceed the GSS Storage Capacity, under Customer's executed Service Agreement, Customer shall be subject to the Storage Capacity overrun provisions of such Rate Schedule.
- B. If on any Day overdeliveries described in Section 9.2.A. exceed Customer's prescribed Maximum Daily Injection Quantities under Rate Schedule GSS, Pipeline shall accept such gas for injection under the terms and conditions of Rate Schedule GSS. Otherwise, such overdeliveries will be subject to the excess Unauthorized Overrun provisions of Pipeline's storage rate schedules.
- C. Pipeline shall post on its EBB the options available to Customer to minimize or avoid the overrun charges described in this Section. Such posting shall include alternative services offered by Pipeline.

9.3 Underdeliveries of Transportation Quantities to Pipeline.

- A. Subject to the limitations set forth in this Section 9, the prior notice required by Customer's Transporter, if any, and confirmation by Customer's Transporter that it will accept tendered quantities, Pipeline shall compensate for any underdeliveries of firm transportation gas to Pipeline by Customer by withdrawing quantities for Customer from Customer's storage account, up to Customer's GSS daily withdrawal entitlements, and delivering such quantities to Customer pursuant to this Rate Schedule or Customer's FTNN-GSS Service Agreement.
- B. In the event that Pipeline is compensating for underdeliveries, and such underdeliveries are greater than the total of Customer's Rate Schedule GSS daily withdrawal entitlements, plus any confirmed transportation nominations, Pipeline shall deliver additional quantities from Customer's storage account under the terms and conditions and at the rate set forth in Section 9.8 below.

9.4 Coordination with other Rate Schedules

- A. Excess Injections. An Unauthorized Injection Overrun charge under Rate Schedule GSS shall apply for each dekatherm of storage injections in excess of Customer's Maximum Daily Injection Quantities under Rate Schedule GSS.
- B. Excess Deliveries to Customer. If on any Day, Customer takes quantities from Pipeline in excess of 102 percent of: (1) nominated and confirmed firm transportation quantities, and (2) firm transportation service entitlements under this Section 9 or otherwise under this Rate Schedule, available for withdrawals under Rate Schedule GSS (including any agreed upon "From Customer's Balance" quantities); then any such excess deliveries shall be deemed transportation overruns, and shall be addressed in accordance with Section 11, below. In the event that Customer takes Excess Withdrawals pursuant to Section 35.3.C of the General Terms and Conditions of this Tariff, as appropriate for the storage service held by Customer, such takes will be subject to the excess service provisions of the GSS Rate Schedule. Provided, however, that no charge for excess

service will be assessed until after notice by Pipeline and opportunity for Customer to cure within 24 hours by redelivering supplies to Pipeline at Receipt Points specified by Pipeline.

- C. All operating terms and conditions under Rate Schedule GSS and Section 11B of the General Terms and Conditions of this Tariff shall also apply to any injections of gas into storage or withdrawals of gas from storage pursuant to this Rate Schedule.
- D. Pipeline shall post on its EBB the options available to Customer to minimize or avoid the excess service charges described in this Section. Such posting shall include alternative services offered by Pipeline.

9.5 Hourly Fluctuation in Deliveries. During any 24-hour period, Customers shall be permitted such hourly fluctuations in deliveries by Pipeline at each Primary Delivery Point as Pipeline may be able to provide without adversely affecting Pipeline's ability to provide other firm services.

- A. Pipeline will make all reasonable efforts to identify conditions, in advance, that could trigger the hourly limit OFO under this section. When such conditions are identified, Pipeline will issue the OFO advisory to notify Customer via e-mail or telecopy of the condition at least four hours in advance of the issuance of such an hourly limit OFO, to permit voluntary action to be taken by Customer. Customer will take whatever action it may deem appropriate. Pipeline may issue an OFO advisory when operating circumstances could cause reduced pressures or flow rates, including transient flow rates, at any delivery point to a level below that required to reliably serve Pipeline's customers at their existing firm contract levels, because: customers have exceeded or are about to exceed their firm contract levels at any delivery point; or, given predicted weather patterns, customers may take delivery of gas in excess of Pipeline's daily or hourly capability at any delivery point; or, actual or expected flows at any delivery point will be greater than 80 percent of maximum firm contract levels on a primary basis.
- B. In the event that Pipeline determines that hourly quantities delivered to Customer at any Delivery Point are in excess of the quantities that Pipeline can deliver without jeopardizing Pipeline's ability to provide firm services to any customer, then Pipeline may issue such an OFO under this section in the following circumstances:
 - 1. operating circumstances have caused or are likely to cause reduced pressures or flow rates, including transient flow rates, at any delivery point, to a level below that required to reliably serve Pipeline's customers at their existing firm contract levels; or,
 - 2. gas flows at any delivery point are expected to exceed either 100 percent of maximum firm contract levels on a primary basis or the hourly capability at any delivery point.
- C. Upon issuance of an hourly flow limit OFO, Customer shall reduce its receipts from Pipeline at such Delivery Point(s) to the level required by Sections 9.5.D. and 9.5.E. below within the time stated in the OFO. Provided, however, that Customer shall be required to commence such reductions no earlier than the top of the first hour following a minimum one-hour notice from Pipeline. Where circumstances reasonably permit, Pipeline shall make all reasonable efforts to provide additional time for Customer to commence reduced receipts upon issuance of an hourly flow limit OFO. It is understood that such reductions in deliveries will be attributed first to interruptible volumes flowing through Customer's Delivery Point(s) that are affected by the operational flow order. Customer shall be responsible for allocating quantities at each such Delivery Point consistent with this principle.
- D. If Customer's executed Service Agreement specifies an MDDO for a Primary Delivery Point, then during any 24-hour period in which the OFO described in Section 9.5.C. is in effect, Customer shall be limited to the following hourly fluctuations at each such point:

1. 120% of 1/24th of the MDDO in any one hour;
 2. 115.7% of 3/24ths of the MDDO in any three consecutive hours;
 3. 112.6% of 5/24ths of the MDDO in any five consecutive hours;
 4. 104.2% of 12/24ths of the MDDO in any twelve consecutive hours.
- E. If Customer's executed Service Agreement does not specify an MDDO then Customer shall reduce its receipts from Pipeline to the level specified in the OFO at the designated Delivery Point(s).
- F. If Customer fails to reduce its receipts from Pipeline at any Delivery Point as required by the OFO issued under Section 9.5.A. above, then any hourly deliveries at such point in excess of the quantities specified in the OFO shall be subject to a penalty per Dt equal to the higher of \$25.00 or three times the Penalty Index Price. On any Day, Pipeline will assess the penalty by Customer only once, on the largest overrun experienced by Customer during the Day.
- G. Where Pipeline's deliveries to Customer at any Primary Delivery Point are dependent upon deliveries made by Pipeline's Transporter or Customer's Transporter, then Pipeline's ability to provide hourly fluctuations pursuant to this Section 9. may be limited by the notice, dispatching and confirmation requirements of Pipeline's Transporter or Customer's Transporter and this Tariff.
- 9.6 Maximum Daily Quantities. The total of Customer's deliveries at all Primary and Secondary Delivery Points during any Day shall not exceed Customer's daily confirmed nominations of firm transportation quantities, plus its withdrawal entitlements under Rate Schedule GSS, plus any gas delivered "From Customer's Balance" under the terms of Section 9.8 of this Rate Schedule.
- 9.7 Adjustment of Nominations. Within 24-hours from the time information is provided by Pipeline, Customer may adjust daily storage nominations to reflect actual deliveries. Customer may not make retroactive adjustments to firm transportation to avoid hourly penalties, with the exception of FTNN-GSS transportation service used to deliver gas withdrawn from storage to Customer.
- 9.8 Limited Availability of Withdrawals in Excess of Entitlement. Pipeline may permit Customer to replace lost supplies or to meet unanticipated demands that require withdrawals in excess of Customer's withdrawal entitlements under Rate Schedule GSS out of Customer's own Storage Gas Balance as follows:
- A. Any Customer desiring service under this Section 9.8 shall request that Pipeline deliver excess quantities from storage pursuant to the "From Customer's Balance" provisions of Pipeline's Rate Schedule GSS. Where Customer is served under two or more storage rate schedules or Service Agreements, Customer shall specify the Rate Schedule and Service Agreement under which it is requesting such service.
 - B. Pipeline will accommodate such request, provided that such request is made: (1) during a non-peak storage withdrawal period; (2) when an operational flow order limiting storage withdrawals is not in effect; (3) when storage inventories are at or above levels that will enable Pipeline to provide such service without limiting firm services to other customers or imposing an operational flow order on Pipeline's system; (4) when Customer's Storage Gas Balance is equal to or greater than the excess gas requested; and (5) Customer has provided prior notice as required by Customer's Transporter, if any, and Customer's Transporter has confirmed to Pipeline that it will accept the tendered quantities.
 - C. Pipeline will issue an operational flow order in accordance with Section 11B of the General Terms and Conditions of this Tariff when conditions preclude use of the "From Customer's Balance" provisions on either a system-wide basis or on any particular segment of Pipeline's system.

- D. For any storage quantities delivered hereunder in excess of 102% of Customer's daily withdrawal entitlement under Rate Schedule GSS Pipeline will charge Customer the "From Customer's Balance" rate. Customer's Storage Gas Balance under one or more of these Rate Schedules will be reduced by all quantities delivered including those delivered in excess of Customer's combined daily withdrawal entitlement.

9.9 Terms of No-Notice Service.

- A. Customer will be entitled to receive no-notice service under this Section 9 only if Customer is complying with all protocols and operational flow orders that affect Pipeline's ability to provide firm services to any Customer at the time Customer requires the service.
- B. Pipeline has no obligation under this Rate Schedule to arrange for reliable supplies to back up Customer's nominations of supplies deliverable to Pipeline, for firm transportation and/or no-notice service from other pipelines, or for other suppliers or storage to back up Customer's supplies that are nominated for delivery to Pipeline.
- C. To provide no-notice service, Pipeline will use Customer's storage, and will have the authority to withdraw gas from Customer's storage as necessary to meet Customer's demand; provided, however, that in using such authority, Pipeline will continue to satisfy all firm contractual obligations to its Customers.

10. Small Customers

Customer shall be eligible for the rate treatment specified in Section 5.4, above, if: (1) Customer agrees in its Service Agreement to take its full daily entitlements under this Rate Schedule and Rate Schedule GSS, prior to taking delivery of gas from any other pipeline and prior to taking gas transported pursuant to the terms of Pipeline's Rate Schedule IT or MCS or Section 23 of the General Terms and Conditions of this Tariff (Capacity Release); and (2) Customer was entitled to service under Pipeline's former Rate Schedules SCR or SCQ on May 18, 1992.

11. Transportation Overruns

11.1 Unauthorized Overruns

- A. **Daily Deliveries.** In the event Customer receives from Pipeline on any Day during a billing month, a quantity of gas in excess of 102 percent of Customer's applicable MDTQ, then Customer shall pay Pipeline an unauthorized overrun charge as set forth on Tariff Record No. 10.80 for all gas received by Customer that exceeds 102 percent of Customer's MDTQ, unless such overruns are deemed authorized in accordance with Section 11.2 or 11.3 below.
- B. **Annual Deliveries.** In the event Customer receives from Pipeline during any Contract Year a total quantity of gas in excess of 102 percent of Customer's MATQ under any particular Service Agreement, Customer shall pay Pipeline an unauthorized overrun charge as set forth on Tariff Record No. 10.80 for all gas received under that Service Agreement that exceeds 102 percent of Customer's MATQ, unless such overruns are deemed authorized in accordance with Section 11.2 or 11.3 below.
- C. Any unauthorized overrun charge shall be billed for the month in which any such excess occurs, and shall be in addition to the fuel retention percentage applicable under this Rate Schedule. Each unauthorized overrun charge shall be separately assessed and payable in any month. For each Dt received by Customer that exceeds both the MDTQ and MATQ under a Service Agreement, only one unauthorized overrun charge shall be imposed.

- D. The payment of a charge for unauthorized overruns shall not under any circumstances be construed as giving Customer the right to take such overruns; nor shall payment be construed as a substitute for any other remedies available to Pipeline or to any other Customer against the Customer receiving the unauthorized overrun for failure to adhere to its obligations under the provisions of this Rate Schedule, the Service Agreement or the General Terms and Conditions of this Tariff.
- E. Pipeline shall post on its EBB the options available to Customer to minimize or avoid the overrun charges described in this Section. Such posting shall include alternative services offered by Pipeline.

11.2 Deliveries described in Sections 11.1.A. and 11.1.B. above shall be unauthorized unless:

- A. Pipeline, in its sole reasonable discretion, on a non-discriminatory basis, determines that capacity exists for Pipeline to receive from and deliver such quantities to Customer, for a charge equal to the maximum rates applicable to Pipeline's interruptible transportation service and agrees to receive and deliver such quantities; and
- B. Customer requests such receipts and deliveries no less than 24 hours in advance for periods of up to 72 consecutive hours; and
- C. Such receipts and deliveries would not disrupt existing firm service, or existing interruptible service scheduled and commenced by Pipeline; and
- D. Such receipts and deliveries would not adversely affect operations on Pipeline's system, as determined by, and in the sole reasonable discretion of, Pipeline; and
- E. Customer nominates and tenders to Pipeline quantities of gas equal to the quantities of gas delivered by Pipeline to Customer.

11.3 Overruns Caused by Pipeline's Actions. Deliveries described in Sections 11.1.A. and 11.1.B. above shall not be deemed to be an overrun for purposes of Section 11 of this Rate Schedule if:

- A. Pipeline exercises complete and unrestricted control through utilization of flow control devices over the quantity delivered to Customer and Customer's receipts of gas at the Delivery Point at which the overrun occurred; and
- B. Such excess deliveries were caused solely by Pipeline's actions or omissions.

11.4 Determination of Unauthorized Transportation Overruns. An unauthorized transportation overrun occurs when a transportation Customer takes delivery of more transportation gas than the allowed MDTQ under its transportation Service Agreement and no other services are available to compensate for the variation between nominated and delivered quantities.

12. General Terms and Conditions

The General Terms and Conditions of Pipeline's effective FERC Gas Tariff, and any revisions thereof that may be proposed and made effective from time to time hereafter, to the extent not inconsistent with the provisions of this Rate Schedule, shall apply to and are made a part of this Rate Schedule.

IT RATE SCHEDULE
Interruptible Transportation Service

1. Availability

1.1 This Rate Schedule is available for transportation service by Dominion Energy Transmission, Inc. ("Pipeline") on behalf of any person ("Customer") where:

- A. Customer has requested interruptible transportation service pursuant to Section 11A of the General Terms and Conditions of Pipeline's Tariff; and
- B. after review and acceptance of such request by Pipeline, Customer has entered into a Service Agreement with Pipeline for transportation service under this Rate Schedule in the form of Service Agreement contained in this Tariff; and
- C. Customer is willing and able to pay the rates agreed to by Pipeline and Customer; unless Pipeline and Customer agree otherwise, the rates will be not less than the minimum and not greater than the maximum rates hereunder, in accordance with the General Terms and Conditions of this Tariff.

1.2 Service under this Rate Schedule shall be made available in accordance with the scheduling provisions of Section 11A.4 of the General Terms and Conditions of this Tariff; provided, however, that Pipeline is not required to provide any requested transportation service for which capacity is not available or that would require the construction or acquisition of any new facilities.

2. Applicability and Character of Service

This Rate Schedule shall apply to all natural gas transported under an executed Service Agreement that conforms to the form of Service Agreement contained in this Tariff. Pipeline shall receive from Customer quantities of natural gas tendered for transportation hereunder, at times when system capacity is available, up to the MDTQ specified in the Service Agreement and deliver to Customer equivalent quantities at the Delivery Point(s). Service under this Rate Schedule shall be rendered on an interruptible basis and shall be subject to the availability of and allocation of capacity, as provided for in the General Terms and Conditions of this Tariff.

3. Daily Quantities

The executed Service Agreement shall specify an MDTQ (Maximum Daily Transportation Quantity), as defined in Section 1.2 of the General Terms and Conditions of this Tariff. Pipeline shall also receive, at the Receipt Point(s), an amount for fuel retention and charges.

4. Rate

The applicable maximum and minimum rates and charges per Dt for deliveries shall include all applicable rates and charges set forth in the currently effective Statement of Applicable Rates of this Tariff, and these rates and charges are incorporated herein by reference.

5. Monthly Bill

5.1 For service under this Rate Schedule, Customer shall pay Pipeline each month the following amounts:

- A. A Usage Charge. A charge per Dt for all gas delivered during the billing month.

- B. An amount to reimburse Pipeline for the filing fees associated directly with the transportation service and paid to the Federal Energy Regulatory Commission.
 - C. Cost of facilities as described in Section 20 of the General Terms and Conditions;
 - D. All other applicable rates, charges, and penalties as set forth in the General Terms and Conditions of this Tariff.
- 5.2 Pipeline will retain the percentage(s) of receipts set forth on Tariff Record Nos. 10.5 as the Transportation Service Fuel Retention Percentage; provided, however, that Pipeline will not retain fuel in those instances where the transaction does not cause Pipeline to use fuel.
- 5.3 Pipeline may elect to offer to transport at a rate that is below the maximum but no less than the minimum rates set forth on Tariff Record Nos. 10.5 as applicable to this Rate Schedule. However, Pipeline is not obligated to offer to transport gas at any rates less than the maximum rates.
- 5.4 Notwithstanding the general provision of Sections 4 and 5.1, above, if Pipeline and Customer mutually agree to negotiated rates for service hereunder, such negotiated rates shall apply in lieu of the otherwise applicable charges identified in Section 5.1.A of this Rate Schedule.
6. Minimum Monthly Bill
- None, unless Pipeline and Customer agree otherwise as provided in Section 5.4, above.
7. Receipts and Deliveries
- 7.1 Customer will make deliveries up to the MDTQ to Pipeline at Receipt Points on Pipeline's system and will take deliveries of equivalent quantities from pipeline through Pipeline's existing Delivery Points, as agreed upon in the executed Service Agreement. Customer will also deliver to Pipeline, at the Receipt Points, an amount for fuel retention.
- 7.2 Customer may nominate deliveries to Pipeline at any Receipt Point specified on the most current Master Receipt Point List, as published on Pipeline's EBB. Receipt Points need not be stated in Customer's Service Agreement.
8. Equalization of Receipts and Deliveries
- 8.1 Daily deliveries of gas by Pipeline to Customer, hereunder, shall be approximately equal to receipts of gas by Pipeline from Customer for transportation hereunder less any gas retained by Pipeline in providing such transportation service. Pipeline shall have no obligation to take receipt of gas on any Day that Customer fails to take delivery of equivalent quantities of gas tendered by Customer at the Delivery Points, and Pipeline shall have no obligation to deliver gas to Customer on any Day that Customer fails to deliver equivalent quantities to Pipeline at the Receipt Points. If, despite Customer's obligation to balance, Pipeline determines at the end of any month that deliveries hereunder by Pipeline were greater or less than the corresponding receipts of gas by Pipeline for transportation, less any gas retained, Pipeline will notify Customer via its EBB no later than the 9th Business Day of the succeeding month of any excess or deficiency in receipts. Customer may correct such excess or deficiency in receipts within twenty (20) Days after Customer receives such EBB notification of the month-end imbalance from Pipeline. If an imbalance is not (i) corrected within twenty Days or, to the extent not cured in-kind, either (ii) traded in accordance with Section 40 of the General Terms and Conditions, or (iii) resolved through any other imbalance management options offered by Pipeline and others, then Pipeline will (i) transfer the imbalance to Customer's balance under its Rate Schedule MCS Service Agreement or (ii) if Customer does not have such Service Agreement in effect, first create an MCS Service Agreement and then transfer such balance, and (in either case) assess the maximum rate for Balancing Service under Rate Schedule MCS for each Day that the imbalance remains on the system beginning on the date that Customer is notified of the end-

of-month imbalance. To the extent that MCS Balancing Service is not available or Customer does not qualify for such service, Pipeline shall have the right to correct an imbalance by: (i) immediately suspending deliveries to Customer or, if that does not cure the imbalance, purchasing gas to make up deficiencies in receipts and charging Customer for the verifiable cost of such gas; or (ii) immediately suspending receipts from Customer or, if that does not cure the imbalance, treating excess receipts as unauthorized gas under Section 29 of the General Terms and Conditions. Pipeline shall not impose fees otherwise applicable under this section that result from in-kind cures and imbalance trades undertaken by Customer in good faith reliance on monthly imbalance data that Pipeline has reported in error. Service to Customers delivering to a delivery point covered by FTNN service or to a downstream pipeline will be balanced by the FTNN service or downstream pipeline.

- 8.2 Customer must nominate and schedule any receipts or deliveries of gas intended to cure imbalances under the Service Agreement, in accordance with Section 11A of the General Terms and Conditions of this Tariff. Such scheduled receipts or deliveries of gas shall be deemed to be the last gas through the meter for purposes of calculating Customer's monthly bill and the applicability of the imbalance charges set forth in Section 8.1, above.
9. Prior Rate Schedules Superseded
 - 9.1 This Rate Schedule cancels and supersedes Pipeline's Rate Schedules for interruptible transportation service: T, AIC, and TI.
 - 9.2 Service performed as of the date of the effectiveness of this Rate Schedule under Pipeline's former Rate Schedule TI will be performed under this Rate Schedule, subject to the General Terms and Conditions of this Tariff.
10. Operational Flow Orders
 - 10.1 A Customer receiving service under this Rate Schedule may be subject to certain operational flow orders ("OFO's") issued by Pipeline to: (a) alleviate conditions that threaten the operational integrity of Pipeline's system; (b) maintain pressures necessary for Pipeline's operations; (c) insure adequate flowing supplies are delivered to specific Receipt Points on Pipeline's system; or (d) alleviate operational problems arising from overdeliveries or underdeliveries by Customer in violation of its Service Agreement and/or applicable Rate Schedule, as set forth in detail in Section 11B of the General Terms and Conditions of this Tariff.
11. General Terms and Conditions
 - 11.1 The General Terms and Conditions of Pipeline's effective FERC Gas Tariff, and any revisions thereof that may be proposed and made effective from time to time hereafter, to the extent not inconsistent with this Rate Schedule, shall apply to and are made a part of this Rate Schedule.
 - 11.2 Applicable provisions of the General Terms and Conditions include, without limitation, Section 11B (Operational Flow Orders). Customer may be subject to operational flow orders issued by Pipeline, as set forth in detail in Section 11B.4.

MCS RATE SCHEDULE
Market Center Services

1. Availability

1.1 This Rate Schedule is available to any person ("Customer") for the purchase of any combination of Market Center Services from Dominion Energy Transmission, Inc. ("Pipeline"), if Pipeline and Customer have entered into a Market Center Service Agreement ("MCS Agreement") that conforms to the form of Service Agreement contained in this Tariff.

1.2 Service under this Rate Schedule will be made available in accordance with the scheduling provisions of Section 11A.4 of the General Terms and Conditions of this Tariff, to any Customer willing and able to pay maximum rates hereunder, or such other rate mutually agreed upon by Pipeline and Customer, subject to all applicable provisions of the General Terms and Conditions. Pipeline is not required to provide any requested Market Center Service under this Rate Schedule for which Pipeline determines that capacity is not available, or that would interfere with Pipeline's performance of its firm service obligations.

2. Applicability and Character of Service

This Rate Schedule shall govern Market Center Services rendered by Pipeline to Customer, as agreed upon in an executed MCS Agreement of the form contained in this Tariff. The Market Center Services offered by Pipeline under this Rate Schedule include:

2.1 **Balancing Service.** Balancing Service is an interruptible service, under which Pipeline provides Customer with a Balancing Point on Pipeline's system. Upon nomination by Customer, Pipeline will receive or deliver a quantity of gas at a Balancing Point for Customer's account, and will maintain the Balance Quantity for up to fifteen Days. Upon subsequent Customer nomination during the fifteen-Day period, Pipeline will either return or receive the Balance Quantity, on an interruptible basis, at the Balancing Point.

2.2 **Wheeling Service.** Upon Customer nomination, Pipeline will provide interruptible transportation service from a Receipt Point or a Balancing Point to a Delivery Point on Pipeline's system.

3. Market Center Services Quantity

The executed MCS Agreement shall specify a Maximum Market Center Services Quantity, which shall reflect the Customer's aggregate entitlement to quantities of Balancing Service, and Wheeling Service.

4. Rate

The rates and charges payable by Customer under this Rate Schedule shall include all applicable rates and charges set forth at the currently effective Tariff Record No. 10.1 of this Tariff. These rates and charges are incorporated herein by reference.

5. Monthly Bill

5.1 For Market Center Services provided under this Rate Schedule, Customer shall pay Pipeline each month the following:

A. **A Daily Balancing Charge.** A charge per Dt of gas received or delivered by Pipeline at any Balancing Point for Balancing Service to be applied on each Day of Balancing Service.

B. **A Wheeling Charge.** A charge per Dt of natural gas transported by Pipeline under the MCS Agreement for Customer's account, from a Receipt Point to a Delivery Point.

- C. Any penalties applicable to insufficient or excess daily receipts or deliveries under this Rate Schedule, as required under Section 10, below.
 - D. An amount to reimburse Pipeline for any applicable filing fees associated directly with Customer's Market Center Services and paid to the Federal Energy Regulatory Commission.
 - E. Cost of facilities as described in Section 20 of the General Terms and Conditions;
 - F. Any other applicable rates, charges, and penalties as set forth in the General Terms and Conditions of this Tariff.
- 5.2 Fuel Retention. Pipeline will retain the percentages of gas received for Market Center Services as set forth on Tariff Record No. 10.1; provided, however, that Pipeline will not retain fuel in those instances where the transaction does not cause Pipeline to use fuel.
- 5.3 If Customer fails to satisfy the clearance requirement set forth in Section 8.5, below, then Pipeline shall retain quantities of gas in accordance with Section 10, below.
- 5.4 Notwithstanding the general provision of Sections 4 and 5.1, above, if Pipeline and Customer mutually agree to negotiated rates for service hereunder, such negotiated rates shall apply in lieu of the otherwise applicable charges identified in Sections 5.1.A through 5.1.B of this Rate Schedule.
6. Minimum Monthly Bill
- None, unless Pipeline and Customer agree otherwise as provided in Section 5.4, above.
7. Points Available for Market Center Services
- Any Point specified upon Pipeline's then-effective Master Receipt Point List or Master Delivery Point List, as posted on Pipeline's Dekaflow™ System, shall be available as a Balancing Point, Receipt Point, or Delivery Point, for Market Center Service requests. Requests for service hereunder are subject to Pipeline's determination that sufficient capacity is available to accommodate the nominated quantity of Market Center Services.
8. Balancing Service
- 8.1 General Procedure. For any Day when Customer desires Pipeline to balance gas for Customer's account under this Rate Schedule, Customer shall nominate to Pipeline in accordance with the General Terms and Conditions of this Tariff, specifying the quantity of gas that Customer desires Pipeline to receive or deliver for Balancing on such Day, and the desired Balancing Point. When Customer's nominations are confirmed and scheduled as required by the General Terms and Conditions of this Tariff, Pipeline shall receive or deliver for Customer's account on such Day the quantity of gas so nominated, subject to the limitations set forth in this Rate Schedule. Once delivered or received by Pipeline, such gas shall constitute a Balanced Quantity at that Balancing Point.
- 8.2 Receipt or return of Balanced Quantities. For any Day when Customer desires Pipeline to receive or return quantities of gas at a Balancing Point at which Pipeline has delivered or received Balanced Quantities for Customer's account under this Rate Schedule, Customer shall nominate to Pipeline in accordance with the General Terms and Conditions of this Tariff, specifying the quantity of gas that Customer desires Pipeline to receive or return from Balancing on such Day, and the affected Balancing Point. When Customer's nominations are confirmed and scheduled as required by this Tariff, Pipeline shall either receive from or shall return to Customer or Customer's Transporter on such Day the quantity of gas so nominated, to the extent that Pipeline's operational conditions permit, and subject to the limitations set forth in this Rate Schedule.

- 8.3 Customer may deliver or receive Balanced Quantities from Pipeline at a location other than the Balancing Point, by nominating Wheeling Service in accordance with Section 9 of this Rate Schedule, or by utilizing any other transportation service entitlements that Customer may have with Pipeline.
- 8.4 In the event that Pipeline receives, returns or delivers quantities in excess of the existing Balanced Quantities for Customer's account at any given Balancing Point, then the excess shall also constitute Balanced Quantities, and shall be subject to the availability and procedural limitations hereunder.
- 8.5 Clearance Requirement. Customer is required to reduce its Balanced Quantity at each individual Balancing Point to zero, within fifteen Days of the receipt or delivery of such quantity for Balancing Service. This requirement is to be satisfied for each quantity balanced with Pipeline; however, Customer is not required to clear its Balanced Quantity simultaneously at all Balancing Points being utilized by Customer.
9. Wheeling Service
- 9.1 General Procedure. For any Day when Customer desires the delivery of quantities from a Receipt Point to a Delivery Point, Customer shall nominate to Pipeline in accordance with the General Terms and Conditions of this Tariff the quantity of gas to be delivered under this Section 9 during such Day. Upon any necessary confirmation, Pipeline shall thereupon deliver to Customer or Customer's Transporter at the Delivery Point(s) the quantity of gas so nominated, subject to each of the limitations set forth in this Rate Schedule.
- 9.2 Customer shall have an obligation to equalize the quantities provided for Wheeling Service under this Rate Schedule, which shall correspond to the equalization requirements that are established by Section 8 of Rate Schedule IT.
10. Penalties
- 10.1 Failure to Comply with Monthly Clearance Requirement.
- A. If Customer fails to comply with the provisions of Section 8.5 of this Rate Schedule during any month, then Customer shall be subject to a penalty equal to two times the effective fuel retention percentage applicable to Wheeling Service under this Rate Schedule, for each Dt that Customer failed to clear from any individual Balancing Point. Pipeline shall collect this penalty by deducting the applicable quantity of gas from Customer's Parked Quantity at the applicable Balancing Point.
- B. Quantities left in Balancing Service after Pipeline provides notice and an opportunity to cure, or after expiration of an applicable MCS Agreement, are subject to confiscation by Pipeline in accordance with Section 29 of the General Terms and Conditions of this Tariff.
- C. Pipeline shall credit all gas collected hereunder to Pipeline's TCRA, as defined in Section 15 of the General Terms and Conditions of this Tariff using the Valuation Method defined in Section 15.5.E.
- 10.2 Any penalties shall be billed for the month in which the penalty is incurred, and shall be in addition to charges otherwise payable under this Rate Schedule. Each penalty shall be separately assessed and payable in any month.
- 10.3 The payment of a penalty for any conduct shall not be construed as giving any Customer the right to engage in such conduct; nor shall payment be construed as a substitute for any other remedy available to Pipeline or to any other Customer against the Customer incurring a penalty for failure to adhere to its obligations under this Rate Schedule, the MCS Agreement, or the General Terms and Conditions of this Tariff.
11. Limitations on Market Center Services

- 11.1 Notice Required. Customer shall give Pipeline notice of nominations for Market Center Services, including notice of requests for the receipt, return or delivery of Balanced Quantities, consistent with the requirements of Section 11A of the General Terms and Conditions of this Tariff.
- 11.2 Scheduling. Customer may nominate to Pipeline quantities for Market Center Services under this Rate Schedule, at any point identified in accordance with Section 7, above. Pipeline shall endeavor to provide on any one Day as much of Customer's nominations for such Market Center Services as operating conditions will permit, in accordance with the scheduling provisions of Section 11A of the General Terms and Conditions; provided, however, that if the total of all nominations for Market Center Services at a given point exceed the total quantity that Pipeline is able to park, receive or cause to be received, or deliver or cause to be delivered, then nominations for additional Market Center Services on such Day shall be allocated at that point based upon each Customer's actual, confirmed nomination for Market Center Services at that point.
- 11.3 Interruption. In the event of an interruption of services under this Rate Schedule, Customer may be subject to the following conditions:
- A. Customer may be required to accept return or delivery of gas from Balancing Service on short notice; or
 - B. Pipeline may not accept or confirm nominations for Market Center Services at points where Pipeline has determined that capacity is not available; or
 - C. Customer may be required to limit Balancing Service or Wheeling Service nominations to identified Balancing, Receipt and/or Delivery Points; or
 - D. Customer may be required to delay the receipt, return or delivery of gas from Balancing Service. In the event that Pipeline is unable to return or deliver Balanced Quantities within the fifteen-Day limitation otherwise applicable to Balancing Service, despite Customer's bona fide nomination to receive, return or deliver gas from Balancing Service, then Pipeline shall allow such quantities to remain in Balancing Service until Pipeline notifies Customer that such Balanced Quantities must be received, returned or delivered from Pipeline's system within 48 hours. Upon the lapse of this 48-hour period, Customer shall be liable for penalties upon subsequent failure to satisfy the requirements of Section 8.5, above.
- 11.4 Pipeline may issue an operational flow order to limit services under this Rate Schedule, in accordance with Section 11B of the General Terms and Conditions of this Tariff.

12. General Terms and Conditions

The General Terms and Conditions of this Tariff, and any revisions thereof that may be proposed and made effective from time to time hereafter, to the extent not inconsistent with this Rate Schedule, shall apply to and are made a part of this Rate Schedule.

GSS RATE SCHEDULE
General Storage Service

1. Availability

1.1 This open-access Rate Schedule is available to any person ("Customer"), its assignee or Replacement Customer, without undue discrimination or preference, for the purchase of natural gas storage service from Dominion Energy Transmission, Inc. ("Pipeline"), where:

- A. Customer has entered into a Service Agreement prior to April 1, 2002, or has been awarded capacity in accordance with Section 23, 24, or 43 of the General Terms and Conditions ("GT&C") of this Tariff. And,
- B. Pipeline and Customer have entered into a Service Agreement that conforms to the form of Service Agreement for Part 284 storage service contained in this Tariff, in which Pipeline agrees to receive and redeliver stated quantities of gas to Customer at specified Delivery Point(s) at which facilities of Pipeline and Customer connect or at which gas is received and redelivered for the account of Customer. All necessary transportation services will be the sole responsibility of Customer unless otherwise agreed by Pipeline. And,
- C. Customer is willing and able to pay the maximum rates hereunder, or such other rate to which Pipeline and Customer mutually agree in accordance with the General Terms and Conditions of this Tariff.

1.2 This Rate Schedule will be made available for new or expanded service only when, in Pipeline's judgment, it has capability to render such service after meeting its other obligations. Pipeline is not required to provide any requested services for which it does not have such available capability, or that would require Pipeline to construct or acquire any new facilities, except as provided in GT&C Section 37.

2. Applicability and Character of Service

This Rate Schedule shall apply to storage service rendered by Pipeline to Customer under the Service Agreement executed for service hereunder. Service rendered under this Rate Schedule, within the limitations described in Sections 7 and 8 below, shall be firm and shall not be subject to curtailment, interruption, or discontinuance except as provided herein or in the General Terms and Conditions of this Tariff.

3. Storage Demand and Capacity

The executed Service Agreement shall specify the Storage Demand and the Storage Capacity, as defined in the General Terms and Conditions of this Tariff.

4. Rate

The applicable rates and charges under this Rate Schedule shall include all applicable rates and charges set forth in the currently effective Statement of Applicable Rates of this Tariff, and these rates and charges are incorporated herein by reference.

5. Monthly Bill

5.1 For natural gas storage service under this Rate Schedule, Customer shall pay Pipeline each month the following:

- A. A Storage Demand Charge. A charge per month per Dt of Storage Demand.

- B. A Storage Capacity Charge. A charge per month per Dt of Storage Capacity.
 - C. An Injection Charge. A charge per Dt for all gas injected during the billing month.
 - D. A Withdrawal Charge. A charge per Dt for all gas withdrawn during the billing month.
 - E. A "From Customer's Balance" Charge. A charge per Dt for all gas withdrawn for Customer under Section 9 of this Rate Schedule, during the billing month.
 - F. Any Applicable Penalties. For excess daily injection overruns, injections in excess of Storage Capacity, and excess withdrawals, as required by Section 35.3 of the General Terms and Conditions.
 - G. A GSS-TETCO Charge. A charge per Dt for all gas withdrawn during the billing month. This charge shall apply only to service rendered under this Rate Schedule to former customers of Texas Eastern Transmission Corporation under Texas Eastern's Rate Schedule(s) SS-2 and/or SS-3.
 - H. Any other applicable rates, charges, and penalties as set forth in the General Terms and Conditions of this Tariff.
- 5.2 Fuel Retention. Pipeline will retain the percentage of gas received for injection as set forth on Tariff Record No. 10.30 as the Storage Service Fuel Retention Percentage.
- 5.3 In the event Customer has failed to meet the minimum turnover requirements of Section 8.7 below, Pipeline shall retain the quantity of gas required by Section 35.3.D of the General Terms and Conditions.
- 5.4 Notwithstanding the provisions of Sections 5.1-5.3, for any Day during the Summer Period that a Customer gives Pipeline both (a) notice under Section 7 of this Rate Schedule for injections into storage, and (b) notice under Section 8 of this Rate Schedule for withdrawals from storage, to the extent that quantities tendered for injection and the quantities requested to be withdrawn are equal and such quantities are redelivered by Pipeline at the same injection/withdrawal point for subsequent transportation, the injection withdrawal charges in Section 5.1 above shall not apply. Instead, there shall be a Usage Charge of \$0.01 per dekatherm times the quantity of gas tendered for injection plus \$0.01 per dekatherm times the quantity of gas requested for withdrawal. To the extent that such quantities tendered for injection and requested for withdrawal are not equal, the injection/withdrawal charges reflected on the currently effective Tariff Record No. 10.30 shall apply to the net difference.
- 5.5 Notwithstanding the general provision of Sections 4 and 5.1, above, if Pipeline and Customer mutually agree to negotiated rates for service hereunder, such negotiated rates shall apply in lieu of the otherwise applicable charges identified in Sections 5.1.A through 5.1.E and/or 5.1.G of this Rate Schedule.
6. Minimum Monthly Bill
- Unless Pipeline and Customer agree otherwise as provided in Section 5.5, above, the minimum monthly bill shall be the sum of the Storage Demand Charge and the Storage Capacity Charge, and any other applicable charges as set forth in the General Terms and Conditions of Pipeline's Tariff .
7. Injections into Storage
- 7.1 Receipt Points. The executed Service Agreement shall specify the Receipt Point(s) for quantities tendered by Customer to Pipeline for storage injection, as follows:
- A. All Customers receiving service under this Rate Schedule pursuant to a Service Agreement executed as a result of conversions from sales service as part of the Settlement in Docket No.

RP88-211 and/or the restructuring of Pipeline's services in Docket No. RS92-14, or any similar or related proceeding, may deliver gas to Pipeline for injection into storage in accordance with Section 7.2 below by nominating storage injection quantities under Customer's FT or FTNN Service Agreement at any Primary or Secondary Receipt Point specified therein, for delivery into storage; provided however, that nothing in this Section 7.1.A. shall excuse Customer from complying with any provision of the executed Service Agreement requiring delivery of gas for storage injection at specific Receipt Points.

- B. As to any quantities injected by Pipeline for Customer's account which were delivered to Pipeline under Customer's FT or FTNN Service Agreement, payment of the demand and injection charges under this Rate Schedule, or, if applicable, such other charges mutually agreed upon by Pipeline and Customer, shall be deemed to satisfy Customer's obligation to pay the usage charge specified in Section 5.1.B., and the Transportation Service Fuel Retention Percentage specified in Section 5.2, of Rate Schedule FT or FTNN (excluding any applicable Tariff Record No. 10.70 provision).
- C. Any Customers receiving service under this Rate Schedule pursuant to a Service Agreement that is not subject to Section 7.1.A. above may deliver gas to Pipeline under such Service Agreements in accordance with Section 7.2 below for injection at the Receipt Points specified in the executed Service Agreement. Such Receipt Points will be deemed to be Primary Receipt Points, as defined in the General Terms and Conditions of this Tariff, for quantities tendered up to the Daily Injection Entitlement described in Section 7.4.A. of this Rate Schedule.

7.2 General Procedure. For any Day when Customer desires Pipeline to store gas for its account under this Rate Schedule, it shall nominate to Pipeline in accordance with the General Terms and Conditions of this Tariff, specifying the quantity of gas it desires to have injected into storage on such Day. When Customer's nominations are confirmed and scheduled as required by this Tariff, Pipeline shall inject into storage for Customer's account on such Day, the quantity of gas so nominated, subject to the limitations set forth below in this Section 7.

7.3 Reserved.

7.4 Summer Period Injections.

- A. Daily Injection Entitlement. Unless provided otherwise in Customer's Service Agreement, during any Summer Period, the quantity of gas which Customer shall be entitled to tender to Pipeline for injection into storage on any one Day is one- one hundred eightieth (1/180th) of Customer's Storage Capacity whenever Customer's Storage Gas Balance is less than or equal to one half of Customer's Storage Capacity, and one-two hundred fourteenth (1/214th) of Customer's Storage Capacity whenever Customer's Storage Gas Balance is greater than one half of Customer's Storage Capacity. These limitations upon daily injection entitlement are subject to the tolerance levels set forth in Section 35.3.A of the General Terms and Conditions.
- B. Additional Injections. Any Customer may nominate to Pipeline under Section 7.2 above quantities for injection that are in addition to Customer's daily injection entitlements, as set forth in Section 7.4.A. Additional storage injections shall include gas injected into storage under Rate Schedule FTNN, to the extent such injections exceed Customer's daily entitlements. Pipeline shall endeavor to inject on any one Day, as much of Customer's storage nominations for such Day as operating conditions will permit. If the total of all nominations for storage injection for such Day together with Pipeline's injections into storage under Rate Schedule FTNN exceed the total quantity which Pipeline can inject or cause to be injected into storage on such Day, then the nominations for additional injections on such Day shall be allocated pro rata at each storage injection Receipt Point, based upon Customer's actual confirmed nomination to tender gas for injection at that Receipt Point.

- C. Maximum Daily Injection Quantity. The maximum daily injection quantity for Customer shall be the sum of Customer's daily injection entitlement as set forth in Section 7.4.A. above, plus any additional injection quantities that Pipeline has agreed to accept pursuant to Section 7.4.B. above.

7.5 Winter Period Injections.

- A. Unless provided otherwise in Customer's Service Agreement, during the Winter Period, Customer may tender to Pipeline quantities up to one two-hundred fourteenth (1/214th) of Customer's Storage Capacity for injection into storage, unless Pipeline has issued an operational flow order in accordance with Section 11B of the General Terms and Conditions, governing Winter Period injections. This limitation upon daily injections is subject to the tolerance levels set forth in Section 35.3.A of the General Terms and Conditions.
- B. While such operational flow order is in effect:
 - 1. From time to time, Pipeline may post, on its Electronic Bulletin Board ("EBB"), Receipt Points where Customer may tender quantities for injection and any conditions applicable to injection through such Receipt Points.
 - 2. Pipeline may limit or refuse to accept injections not tendered in accordance with the operational flow order and EBB notice, unless Pipeline has expressly agreed in the executed Service Agreement to accept specific quantities at specified points on a firm basis during the Winter Period.
 - 3. Pipeline will continue to inject gas for balancing purposes under FTNN, but Customer's Storage Gas Balance will not be credited with such quantities for the purposes of establishing Customer's daily entitlement to withdraw gas, as set forth in Section 8 of this Rate Schedule, until March 31 of the Winter Period in which the operational flow order is in effect, unless the gas is received by Pipeline at the Receipt Points specified in the EBB notice.

7.6 Pipeline shall be obligated to inject gas into storage for Customer's account only when Customer's Storage Gas Balance is less than Customer's Storage Capacity.

8. Withdrawals from Storage

8.1 Delivery Points. Each executed Service Agreement shall specify the Delivery Points for all gas withdrawn from storage.

- A. If Customer does not require firm transportation by Pipeline from Pipeline's storage pools, or if Pipeline requires that deliveries be made to Customer at points distant from Pipeline's storage pools for operational reasons, the Delivery Point(s) shall be the point(s) of interconnection between Pipeline's facilities and Customer's or Customer's Transporter's facilities, as specified in the Service Agreement.
- B. If Customer's Service Agreement specifies a single Receipt Point for injection quantities and Customer requires delivery of all withdrawal quantities at that same point, then the Delivery Point shall be the same as the Receipt Point.
- C. If Customer requires transportation by Pipeline from Pipeline's storage pools then the Delivery Point(s) shall be the storage pool withdrawal point(s) specified in Customer's FT-GSS Service Agreement under Rate Schedule FT, Section 9 or Customer's FTNN-GSS Service Agreement under Rate Schedule FTNN, Section 8.

D. Such Delivery Point(s) will be deemed to be Primary Delivery Points, within the meaning set forth in the General Terms and Conditions of this Tariff.

8.2 General Procedure. For any Day when Customer desires the delivery of gas stored for Customer's account under this Rate Schedule, Customer shall nominate to Pipeline in accordance with the General Terms and Conditions of this Tariff the quantity of gas under this Rate Schedule during such Day. Upon any necessary confirmation, Pipeline shall thereupon deliver to Customer at the Delivery Points the quantity of gas so nominated, subject to each of the limitations set forth below in this Section 8.

8.3 Reserved.

8.4 Reduction in Customer's Daily Entitlement.

A. To the extent not otherwise provided in Customer's Service Agreement, if at the end of any Day Customer's Storage Gas Balance is less than or equal to 35 percent, but greater than 16 percent of Customer's Storage Capacity, then Pipeline's obligation to make deliveries to Customer shall be reduced by 8 percent of such Customer's Storage Demand. If Customer's Storage Gas Balance at the end of any Day is less than or equal to 16 percent, but greater than 10 percent of Customer's Storage Capacity, then Pipeline's obligation to make deliveries to Customer shall be reduced by 30 percent of such Customer's Storage Demand. If Customer's Storage Gas Balance at the end of any Day is less than or equal to 10 percent of Customer's Storage Capacity, then Pipeline's obligation to make deliveries to Customer shall be reduced by 37 percent of such Customer's Storage Demand.

B. If Customer's Storage Demand is equal to or less than one-one hundred fortieth (1/140th) of Customer's Storage Capacity, or if the Service Agreement provides that Pipeline has the right to interrupt the storage service, then the reductions in daily entitlement specified in Section 8.4.A. above shall not apply.

C. Transfers of storage inventory in accordance with Section 34 of the General Terms and Conditions shall be treated as a reduction in the Storage Gas Balance of the Transferring Customer, and an increase in the Storage Gas Balance of the Receiving Customer.

8.5 Minimum Storage Gas Balance and Additional Reduction in Customer's Daily Entitlement.

A. Each Customer must maintain a Storage Gas Balance equal to or greater than the following percentages of Storage Capacity on each Day during the following Winter Period months:

December	35%
January	35%
February	15%

B. If Customer does not maintain the required Storage Gas Balance then, commencing on such Day and continuing until Customer's Storage Gas Balance is at the level required under Section 8.5.A., Pipeline's obligation to make deliveries to Customer shall be reduced by 10 percent of the lesser of (1) Customer's Storage Demand or (2) Pipeline's obligation to deliver as established pursuant to Section 8.4 above.

8.6 Limitations on Withdrawals. During any calendar month, Pipeline shall not be obligated to deliver a daily average in excess of the following: (1) more than 70 percent of the Customer's daily entitlement described under Section 8.4, if Customer's Storage Demand is equal to or greater than one-sixtieth (1/60th) of Customer's Storage Capacity, or (2) more than 87.5 percent of the Customer's daily entitlement described under Section 8.4, if Customer's Storage Demand is less than one-sixtieth (1/60th) of Customer's Storage Capacity. Pipeline may issue an operational flow order to limit storage withdrawals, in accordance with Section 11B of the General Terms and Conditions of this Tariff. The limitations under this Section 8.6 shall

not apply to transfers of storage inventory in accordance with Section 34 of the General Terms and Conditions.

8.7 Minimum Turnover. The "Aggregate Minimum Turnover" obligation associated with each GSS capacity entitlement during the Minimum Turnover Period (i.e., each period beginning November 1 of any calendar year and ending April 15 of the next succeeding calendar year) shall be equal to the amount by which Customer's Storage Gas Balance as of November 1 exceeds 35 percent of Customer's Storage Capacity as of that same date. "Turnover" shall mean withdrawals from storage during the Minimum Turnover Period, as such may be adjusted as appropriate (whether upward or downward) for one or more Inventory Transfers (other than transfers of Winter Period Injections) during the Minimum Turnover Period effectuated pursuant to GT&C Section 34.4. If the required Aggregate Minimum Turnover has not been met or exceeded, then Customer(s) will be subject to the charges set forth in GT&C Section 35.3.D. The Aggregate Minimum Turnover obligation shall be the responsibility, in the first instance, of the Customer holding such GSS capacity entitlement on November 1 ("November 1 Customer"); however, the November 1 Customer (and any Storage Replacement Customer) may reassign responsibility for some or all of the Aggregate Minimum Turnover obligation through establishment of a Minimum Turnover obligation applicable to (1) any release of such GSS capacity entitlement, as specified in GT&C Section 23.2.F.14.c, and/or (2) any inventory transfer, as specified in GT&C Section 34.4.

9. Deliveries of Storage Gas in Excess of Entitlement

- 9.1 From Customer's Balance. Customer may request Pipeline to deliver gas to Customer on any Day in addition to the quantity that Customer is entitled to withdraw, as established pursuant to Section 8 of this Rate Schedule, and Pipeline will make such delivery if such gas is available from Customer's Storage Gas Balance, unless Pipeline issues an OFO pursuant to Section 11B.3.E. of the General Terms and Conditions because, in Pipeline's sole judgment, such delivery cannot be made without adverse effect upon deliveries to other Customers or to Pipeline's other operations.
- 9.2 For all quantities of gas delivered under the provisions of this Section, unless Pipeline and Customer agree otherwise, Customer shall pay Pipeline at the rate per Dt set forth at the currently effective Tariff Record No. 10.30 of this Tariff for Excess Deliveries from Customer's Balance.

10. General Terms and Conditions

The General Terms and Conditions of this Tariff, and any revisions thereof that may be proposed and made effective from time to time hereafter, to the extent not inconsistent with the provisions of this Rate Schedule, shall apply to and are made a part of this Rate Schedule.

GSS RATE SCHEDULE
General Storage Service , Section 7(c)

1. Availability

1.1 This Rate Schedule is available to any person ("Customer") for the purchase of natural gas storage service from Dominion Energy Transmission , Inc. ("Pipeline"), where Pipeline has obtained case-specific Commission authorization pursuant to Section 7(c) of the Natural Gas Act to serve Customer under this Rate Schedule or its predecessor, Rate Schedule GSS; and subsequent to January 6, 1998, also where

- A. Customer has requested service under this Rate Schedule pursuant to Section 11A of the General Terms and Conditions of this Tariff. And,
- B. After review and acceptance of such request by Pipeline, Pipeline and Customer have entered into a Service Agreement that conforms to the form of Service Agreement for Section 7(c) storage service contained in this Tariff, in which Pipeline agrees to receive and redeliver stated quantities of gas to Customer at specified Delivery Point(s) at which facilities of Pipeline and Customer connect or at which gas is received and redelivered for the account of Customer. All necessary transportation services will be the sole responsibility of Customer unless otherwise agreed by Pipeline. And,
- C. Customer is willing and able to pay the maximum rates hereunder, or such other rate to which Pipeline and Customer mutually agree in accordance with the General Terms and Conditions of this Tariff.

1.2 This Rate Schedule will be made available for new or expanded service only when, in Pipeline's judgment, it has capability to render such service after meeting its other obligations. Pipeline is not required to provide any requested service for which it does not have available capability, or that would require Pipeline to file an application with the Commission, or that would require Pipeline to construct or acquire any new facilities.

2. Applicability and Character of Service

This Rate Schedule shall apply to storage service rendered by Pipeline to Customer under the service agreement executed for service hereunder. Service rendered under this Rate Schedule, within the limitations described in Sections 7 and 8 below, shall be firm and shall not be subject to curtailment, interruption, or discontinuance except as provided herein or in the General Terms and Conditions of this Tariff.

3. Storage Demand and Capacity

The executed Service Agreement shall specify the Storage Demand and the Storage Capacity, as defined in the General Terms and Conditions of this Tariff. For those Service Agreements executed prior to April 1, 1978 where the Storage Capacity and Storage Demand is expressed in Mcf, the Storage Capacity and Storage Demand in Dt for billing hereunder shall be determined based upon an average heating value of 1028 Btu.

4. Rate

The applicable rates and charges under this Rate Schedule shall include all applicable rates and charges set forth in the currently effective Statement of Applicable Rates of this Tariff, and these rates and charges are incorporated herein by reference.

5. Monthly Bill

- 5.1 For natural gas storage service under this Rate Schedule, Customer shall pay Pipeline each month the following:
- A. A Storage Demand Charge. A charge per month per Dt of Storage Demand.
 - B. A Storage Capacity Charge. A charge per month per Dt of Storage Capacity.
 - C. An Injection Charge. A charge per Dt for all gas injected during the billing month.
 - D. A Withdrawal Charge. A charge per Dt for all gas withdrawn during the billing month.
 - E. A "From Customer's Balance" Charge. A charge per Dt for all gas withdrawn for Customer under Section 9 of this Rate Schedule, during the billing month.
 - F. Any Applicable Penalties. For excess daily injection overruns, injections in excess of Storage Capacity, and excess withdrawals, as required by Section 35.3 of the General Terms and Conditions.
 - G. A GSS-TETCO Charge. A charge per Dt for all gas withdrawn during the billing month. This charge shall apply only to service rendered under this Rate Schedule to former customers of Texas Eastern Transmission Corporation under Texas Eastern's Rate Schedule(s) SS-2 and/or SS-3.
 - H. Any other applicable rates, charges, and penalties as set forth in the General Terms and Conditions of this Tariff.
- 5.2 Fuel Retention. Pipeline will retain the percentage of gas received for injection as set forth on Tariff Record No. 10.30 as the Storage Service Fuel Retention Percentage.
- 5.3 In the event Customer has failed to meet the minimum turnover requirements of Section 8.7 below, Pipeline shall retain the quantity of gas required by Section 35.3.D of the General Terms and Conditions.
- 5.4 Notwithstanding the provisions of Sections 5.1-5.3, for any Day during the Summer Period that a Customer gives Pipeline both (a) notice under Section 7 of this Rate Schedule for injections into storage, and (b) notice under Section 8 of this Rate Schedule for withdrawals from storage, to the extent that quantities tendered for injection and the quantities requested to be withdrawn are equal and such quantities are redelivered by Pipeline at the same injection/withdrawal point for subsequent transportation, the injection withdrawal charges in Section 5.1 above shall not apply. Instead, there shall be a Usage Charge of \$0.01 per dekatherm times the quantity of gas tendered for injection plus \$0.01 per dekatherm times the quantity of gas requested for withdrawal. To the extent that such quantities tendered for injection and requested for withdrawal are not equal, the injection/withdrawal charges reflected on the currently effective Tariff Record No. 10.30 shall apply to the net difference.
- 5.5 Notwithstanding the general provision of Sections 4 and 5.1, above, if Pipeline and Customer mutually agree to negotiated rates for service hereunder, such negotiated rates shall apply in lieu of the otherwise applicable charges identified in Sections 5.1.A through 5.1.E and/or 5.1.G of this Rate Schedule.

6. Minimum Monthly Bill

Unless Pipeline and Customer agree otherwise as provided in Section 5.5, above, the minimum monthly bill shall be the sum of the Storage Demand Charge and the Storage Capacity Charge, and any other applicable charges as set forth in the General Terms and Conditions of Pipeline's Tariff.

7. Injections into Storage

7.1 Receipt Points. The executed Service Agreement shall specify the Receipt Point(s) for quantities tendered by Customer to Pipeline for storage injection. Such Receipt Points will be deemed to be Primary Receipt Points, as defined in the General Terms and Conditions of this Tariff, for quantities tendered up to the Daily Injection Entitlement described in Section 7.4.A. of this Rate Schedule.

7.2 General Procedure. For any Day when Customer desires Pipeline to store gas for its account under this Rate Schedule, it shall nominate to Pipeline in accordance with the General Terms and Conditions of this Tariff, specifying the quantity of gas it desires to have injected into storage on such Day. When Customer's nominations are confirmed and scheduled as required by this Tariff, Pipeline shall inject into storage for Customer's account on such Day, the quantity of gas so nominated, subject to the limitations set forth below in this Section 7.

7.3 Reserved.

7.4 Summer Period Injections.

- A. Daily Injection Entitlement. Unless provided otherwise in Customer's Service Agreement, during any Summer Period, the quantity of gas which Customer shall be entitled to tender to Pipeline for injection into storage on any one Day is one- one hundred eightieth ($1/180$ th) of Customer's Storage Capacity whenever Customer's Storage Gas Balance is less than or equal to one half of Customer's Storage Capacity, and one-two hundred fourteenth ($1/214$ th) of Customer's Storage Capacity whenever Customer's Storage Gas Balance is greater than one half of Customer's Storage Capacity. These limitations upon daily injection entitlement are subject to the tolerance levels set forth in Section 35.3.A of the General Terms and Conditions.
- B. Additional Injections. Any Customer may nominate to Pipeline under Section 7.2 above quantities for injection that are in addition to Customer's daily injection entitlements, as set forth in Section 7.4.A. Additional storage injections shall include gas injected into storage under Rate Schedule FTNN, to the extent such injections exceed Customer's daily entitlements. Pipeline shall endeavor to inject on any one Day, as much of Customer's storage nominations for such Day as operating conditions will permit. If the total of all nominations for storage injection for such Day together with Pipeline's injections into storage under Rate Schedule FTNN exceed the total quantity which Pipeline can inject or cause to be injected into storage on such Day, then the nominations for additional injections on such Day shall be allocated pro rata at each storage injection Receipt Point, based upon Customer's actual confirmed nomination to tender gas for injection at that Receipt Point.
- C. Maximum Daily Injection Quantity. The maximum daily injection quantity for Customer shall be the sum of Customer's daily injection entitlement as set forth in Section 7.4.A. above, plus any additional injection quantities that Pipeline has agreed to accept pursuant to Section 7.4.B. above.

7.5 Winter Period Injections.

- A. Unless provided otherwise in Customer's Service Agreement, during the Winter Period, Customer may tender to Pipeline quantities up to one two- hundred fourteenth ($1/214$ th) of Customer's Storage Capacity for injection into storage, unless Pipeline has issued an operational flow order in accordance with Section 11B of the General Terms and Conditions, governing Winter Period injections. This limitation upon daily injections is subject to the tolerance levels set forth in Section 35.3.A of the General Terms and Conditions.
- B. While such operational flow order is in effect:

1. From time to time, Pipeline may post, on its Electronic Bulletin Board ("EBB"), Receipt Points where Customer may tender quantities for injection and any conditions applicable to injection through such Receipt Points.
 2. Pipeline may limit or refuse to accept injections not tendered in accordance with the operational flow order and EBB notice, unless Pipeline has expressly agreed in the executed Service Agreement to accept specific quantities at specified points on a firm basis during the Winter Period.
 3. Pipeline will continue to inject gas for balancing purposes under FTNN, but Customer's Storage Gas Balance will not be credited with such quantities for the purposes of establishing Customer's daily entitlement to withdraw gas, as set forth in Section 8 of this Rate Schedule, until March 31 of the Winter Period in which the operational flow order is in effect, unless the gas is received by Pipeline at the Receipt Points specified in the EBB notice.
- 7.6 Pipeline shall be obligated to inject gas into storage for Customer's account only when Customer's Storage Gas Balance is less than Customer's Storage Capacity.
8. Withdrawals from Storage
- 8.1 Delivery Points. Each executed Service Agreement shall specify the Delivery Points for all gas withdrawn from storage.
- A. If Customer does not require firm transportation by Pipeline from Pipeline's storage pools, or if Pipeline requires that deliveries be made to Customer at points distant from Pipeline's storage pools for operational reasons, the Delivery Point(s) shall be the point(s) of interconnection between Pipeline's facilities and Customer's or Customer's Transporter's facilities, as specified in the Service Agreement.
 - B. If Customer's Service Agreement specifies a single Receipt Point for injection quantities and Customer requires delivery of all withdrawal quantities at that same point, then the Delivery Point shall be the same as the Receipt Point.
 - C. If Customer requires transportation by Pipeline from Pipeline's storage pools then the Delivery Point(s) shall be those point(s) specified in the Service Agreement.
 - D. Such Delivery Point(s) will be deemed to be Primary Delivery Points, within the meaning set forth in the General Terms and Conditions of this Tariff.
- 8.2 General Procedure. For any Day when Customer desires the delivery of gas stored for Customer's account under this Rate Schedule, Customer shall nominate to Pipeline in accordance with the General Terms and Conditions of this Tariff the quantity of gas under this Rate Schedule during such Day. Upon any necessary confirmation, Pipeline shall thereupon deliver to Customer at the Delivery Points the quantity of gas so nominated, subject to each of the limitations set forth below in this Section 8.
- 8.3 Reserved.
- 8.4 Reduction in Customer's Daily Entitlement.
- A. To the extent not otherwise provided in Customer's Service Agreement, if at the end of any Day Customer's Storage Gas Balance is less than or equal to 35 percent, but greater than 16 percent of Customer's Storage Capacity, then Pipeline's obligation to make deliveries to Customer shall be reduced by 8 percent of such Customer's Storage Demand. If Customer's Storage Gas Balance at the end of any Day is less than or equal to 16 percent, but greater than 10 percent of Customer's

Storage Capacity, then Pipeline's obligation to make deliveries to Customer shall be reduced by 30 percent of such Customer's Storage Demand. If Customer's Storage Gas Balance at the end of any Day is less than or equal to 10 percent of Customer's Storage Capacity, then Pipeline's obligation to make deliveries to Customer shall be reduced by 37 percent of such Customer's Storage Demand.

- B. If Customer's Storage Demand is equal to or less than one-one hundred fortieth (1/140th) of Customer's Storage Capacity, or if the Service Agreement provides that Pipeline has the right to interrupt the storage service, then the reductions in daily entitlement specified in Section 8.4.A. above shall not apply.
- C. Transfers of storage inventory in accordance with Section 34 of the General Terms and Conditions shall be treated as a reduction in the Storage Gas Balance of the Transferring Customer, and an increase in the Storage Gas Balance of the Receiving Customer.

8.5 Minimum Storage Gas Balance and Additional Reduction in Customer's Daily Entitlement.

- A. Each Customer must maintain a Storage Gas Balance equal to or greater than the following percentages of Storage Capacity on each Day during the following Winter Period months:

December	35%
January	35%
February	15%

- B. If Customer does not maintain the required Storage Gas Balance then, commencing on such Day and continuing until Customer's Storage Gas Balance is at the level required under Section 8.5.A., Pipeline's obligation to make deliveries to Customer shall be reduced by 10 percent of the lesser of (1) Customer's Storage Demand or (2) Pipeline's obligation to deliver as established pursuant to Section 8.4 above.

8.6 Limitations on Withdrawals. During any calendar month, Pipeline shall not be obligated to deliver a daily average in excess of the following: (1) more than 70 percent of the Customer's daily entitlement described under Section 8.4, if Customer's Storage Demand is equal to or greater than one-sixtieth (1/60th) of Customer's Storage Capacity, or (2) more than 87.5 percent of the Customer's daily entitlement described under Section 8.4, if Customer's Storage Demand is less than one-sixtieth (1/60th) of Customer's Storage Capacity. Pipeline may issue an operational flow order to limit storage withdrawals, in accordance with Section 11B of the General Terms and Conditions of this Tariff. The limitations under this Section 8.6 shall not apply to transfers of storage inventory in accordance with Section 34 of the General Terms and Conditions.

8.7 Minimum Turnover. By April 15 of any year, Customer's total withdrawals from storage since the beginning of the preceding, just completed, Winter Period must be equal to or greater than the amount by which Customer's Storage Gas Balance as of November 1 of the preceding calendar year exceeds 35 percent of Customer's Storage Capacity. If Customer has failed to withdraw such quantities, then Customer will be subject to the penalties of Section 35.3.D of the General Terms and Conditions.

9. Deliveries of Storage Gas in Excess of Entitlement

9.1 From Customer's Balance. Customer may request Pipeline to deliver gas to Customer on any Day in addition to the quantity that Customer is entitled to withdraw, as established pursuant to Section 8 of this Rate Schedule, and Pipeline will make such delivery if such gas is available from Customer's Storage Gas Balance, unless Pipeline issues an OFO pursuant to Section 11B.3.E. of the General Terms and Conditions because, in Pipeline's sole judgment, such delivery cannot be made without adverse effect upon deliveries to other Customers or to Pipeline's other operations.

9.2 For all quantities of gas delivered under the provisions of this Section, unless Pipeline and Customer agree otherwise, Customer shall pay Pipeline at the rate per Dt set forth at the currently effective Tariff Record No. 10.30 of this Tariff for Excess Deliveries from Customer's Balance.

10. General Terms and Conditions

The General Terms and Conditions of this Tariff, and any revisions thereof that may be proposed and made effective from time to time hereafter, to the extent not inconsistent with the provisions of this Rate Schedule, shall apply to and are made a part of this Rate Schedule.

GSS-E RATE SCHEDULE
General Storage Service - Expansion

1. Availability

1.1 This open-access Rate Schedule is available to any person ("Customer"), its assignee or Replacement Customer, without undue discrimination or preference, for the purchase of natural gas storage service from Dominion Energy Transmission, Inc. ("Pipeline"), where:

- A. Customer has requested service pursuant to Section 11A of the General Terms and Conditions of this Tariff, or has submitted a valid "better offer" for service in accordance with Section 24.2.C. And,
- B. After review and acceptance of such request by Pipeline, Pipeline and Customer have entered into a Service Agreement that conforms to the form of Service Agreement for Part 284 storage service contained in this Tariff, in which Pipeline agrees to receive and redeliver stated quantities of gas to Customer at specified Delivery Point(s) at which facilities of Pipeline and Customer connect or at which gas is received and redelivered for the account of Customer. All necessary transportation services will be the sole responsibility of Customer unless otherwise agreed by Pipeline. And,
- C. Customer is willing and able to pay the maximum rates hereunder, or such other rate to which Pipeline and Customer mutually agree in accordance with the General Terms and Conditions of this Tariff.

1.2 This Rate Schedule will be made available for new or expanded service only when, in Pipeline's judgment, it has capability to render such service after meeting its other obligations. Pipeline is not required to provide any requested services for which it does not have such available capability, or that would require Pipeline to construct or acquire any new facilities.

2. Applicability and Character of Service

This Rate Schedule shall apply to storage service rendered by Pipeline to Customer under the service agreement executed for service hereunder. Service rendered under this Rate Schedule, within the limitations described in Sections 7 and 8 below, shall be firm and shall not be subject to curtailment, interruption, or discontinuance except as provided herein or in the General Terms and Conditions of this Tariff.

3. Storage Demand and Capacity

The executed Service Agreement shall specify the Storage Demand and the Storage Capacity, as defined in the General Terms and Conditions of this Tariff.

4. Rate

The applicable rates and charges under this Rate Schedule shall include all applicable rates and charges set forth in the currently effective Statement of Applicable Rates of this Tariff, and these rates and charges are incorporated herein by reference.

5. Monthly Bill

5.1 For natural gas storage service under this Rate Schedule, Customer shall pay Pipeline each month the following:

- A. A Storage Demand Charge. A charge per month per Dt of Storage Demand.
 - B. A Storage Capacity Charge. A charge per month per Dt of Storage Capacity.
 - C. An Injection Charge. A charge per Dt for all gas injected during the billing month.
 - D. A Withdrawal Charge. A charge per Dt for all gas withdrawn during the billing month.
 - E. An "Authorized Withdrawal Overrun" Charge. A charge per Dt for all gas withdrawn for Customer under Section 9 of this Rate Schedule, during the billing month.
 - F. An "Authorized Injection Overrun" Charge. A charge per Dt for all gas injected pursuant to Section 9 of this Rate Schedule, during the billing month.
 - G. An "Authorized Capacity Overrun" Charge. A charge per Dt for all gas stored pursuant to Section 9 of this Rate Schedule, per day.
 - H. Any Applicable Penalties. For unauthorized excess daily injection overruns, injections in excess of Storage Capacity, and excess withdrawals, as required by Section 35.3 of the General Terms and Conditions.
 - I. Any other applicable rates, charges, and penalties as set forth in the General Terms and Conditions of this Tariff.
- 5.2 Fuel Retention. Pipeline will retain the percentage of gas received for injection as set forth on Tariff Record No. 10.30 as the Storage Service Fuel Retention Percentage.
- 5.3 In the event Customer has failed to meet the minimum turnover requirements of Section 8.7 below, Pipeline shall retain the quantity of gas required by Section 35.3.D of the General Terms and Conditions.
- 5.4 Notwithstanding the general provision of Sections 4 and 5.1, above, if Pipeline and Customer mutually agree to negotiated rates for service hereunder, such negotiated rates shall apply in lieu of the otherwise applicable charges identified in Sections 5.1.A through 5.1.E and/or 5.1.G of this Rate Schedule.
6. Minimum Monthly Bill
- Unless Pipeline and Customer agree otherwise as provided in Section 5.5, above, the minimum monthly bill shall be the sum of the Storage Demand Charge and the Storage Capacity Charge, and any other applicable charges as set forth in the General Terms and Conditions of Pipeline's Tariff.
7. Injections into Storage
- 7.1 Receipt Point. The Receipt Point shall be a virtual location that corresponds to the point(s) of injection into Pipeline's storage pool(s). Such Receipt Point will be deemed to be a Primary Receipt Point, within the meaning set forth in the General Terms and Conditions of this Tariff, for quantities tendered up to the Daily Injection Entitlement described in Section 7.4.A. of this Rate Schedule.
- 7.2 Deliveries Under FT or FTNN Agreement. As to any quantities injected by Pipeline for Customer's account which were delivered to Pipeline under Customer's FT or FTNN Service Agreement, payment of the demand and injection charges under this Rate Schedule, or, if applicable, such other charges mutually agreed upon by Pipeline and Customer, shall be deemed to satisfy Customer's obligation to pay the usage charge specified in Section 5.1.B., and the Transportation Service Fuel Retention Percentage specified in Section 5.2, of Rate Schedule FT or FTNN (excluding any applicable Tariff Record No. 10.70 provision).

- 7.3 General Procedure. For any Day when Customer desires Pipeline to store gas for its account under this Rate Schedule, it shall nominate to Pipeline in accordance with the General Terms and Conditions of this Tariff, specifying the quantity of gas it desires to have injected into storage on such Day. When Customer's nominations are confirmed and scheduled as required by this Tariff, Pipeline shall inject into storage for Customer's account on such Day, the quantity of gas so nominated, subject to the limitations set forth below in this Section 7.
- 7.4 Summer Period Injections.
- A. Daily Injection Entitlement. Unless provided otherwise in Customer's Service Agreement, during any Summer Period, the quantity of gas which Customer shall be entitled to tender to Pipeline for injection into storage on any one Day is one-one fiftieth (1/150th) of Customer's Storage Capacity whenever Customer's Storage Gas Balance is less than or equal to one half of Customer's Storage Capacity, and one-one eightieth (1/180th) of Customer's Storage Capacity whenever Customer's Storage Gas Balance is greater than one half of Customer's Storage Capacity. These limitations upon daily injection entitlement are subject to the tolerance levels set forth in Section 35.3.A of the General Terms and Conditions.
- B. Maximum Daily Injection Quantity. The maximum daily injection quantity for Customer shall be the sum of Customer's daily injection entitlement as set forth in Section 7.4.A. above, plus any additional injection quantities that Pipeline has agreed to accept pursuant to Section 9.2 below.
- 7.5 Winter Period Injections.
- A. Unless provided otherwise in Customer's Service Agreement, during the period December through March each year, Customer may tender to Pipeline quantities up to one one-eightieth (1/180th) of Customer's Storage Capacity for injection into storage, unless Pipeline has issued an operational flow order in accordance with Section 11B of the General Terms and Conditions, governing Winter Period injections. This limitation upon daily injections is subject to the tolerance levels set forth in Section 35.3.A of the General Terms and Conditions.
- B. While such operational flow order is in effect:
1. From time to time, Pipeline may post, on its Electronic Bulletin Board ("EBB"), Receipt Points where Customer may tender quantities for injection and any conditions applicable to injection through such Receipt Points.
 2. Pipeline may limit or refuse to accept injections not tendered in accordance with the operational flow order and EBB notice, unless Pipeline has expressly agreed in the executed Service Agreement to accept specific quantities at specified points on a firm basis during the Winter Period.
 3. Pipeline will continue to inject gas for balancing purposes under FTNN, but Customer's Storage Gas Balance will not be credited with such quantities for the purposes of establishing Customer's daily entitlement to withdraw gas, as set forth in Section 8 of this Rate Schedule, until March 31 of the Winter Period in which the operational flow order is in effect, unless the gas is received by Pipeline at the Receipt Points specified in the EBB notice.
- 7.6 Pipeline shall be obligated to inject gas into storage for Customer's account only when Customer's Storage Gas Balance is less than Customer's Storage Capacity.
8. Withdrawals from Storage

- 8.1 Delivery Point. The Delivery Point shall be a virtual location that corresponds to the point(s) of withdrawal from Pipeline's storage pool(s). Such Delivery Point will be deemed to be a Primary Delivery Point, within the meaning set forth in the General Terms and Conditions of this Tariff.
- 8.2 General Procedure. For any Day when Customer desires the delivery of gas stored for Customer's account under this Rate Schedule, Customer shall nominate to Pipeline in accordance with the General Terms and Conditions of this Tariff the quantity of gas under this Rate Schedule during such Day. Upon any necessary confirmation, Pipeline shall thereupon deliver to Customer at the Delivery Points the quantity of gas so nominated, subject to each of the limitations set forth below in this Section 8.
- 8.3 Reduction in Customer's Daily Entitlement.
- A. To the extent not otherwise provided in Customer's Service Agreement, if at the end of any Day Customer's Storage Gas Balance is less than or equal to 35 percent, but greater than 16 percent of Customer's Storage Capacity, then Pipeline's obligation to make deliveries to Customer shall be reduced by 8 percent of such Customer's Storage Demand. If Customer's Storage Gas Balance at the end of any Day is less than or equal to 16 percent, but greater than 10 percent of Customer's Storage Capacity, then Pipeline's obligation to make deliveries to Customer shall be reduced by 30 percent of such Customer's Storage Demand. If Customer's Storage Gas Balance at the end of any Day is less than or equal to 10 percent of Customer's Storage Capacity, then Pipeline's obligation to make deliveries to Customer shall be reduced by 37 percent of such Customer's Storage Demand.
- B. Transfers of storage inventory in accordance with Section 34 of the General Terms and Conditions shall be treated as a reduction in the Storage Gas Balance of the Transferring Customer, and an increase in the Storage Gas Balance of the Receiving Customer.
- 8.4 Minimum Storage Gas Balance and Additional Reduction in Customer's Daily Entitlement.
- A. Each Customer must maintain a Storage Gas Balance equal to or greater than the following percentages of Storage Capacity on each Day during the following Winter Period months:
- | | |
|----------|-----|
| December | 35% |
| January | 35% |
| February | 15% |
- B. If Customer does not maintain the required Storage Gas Balance then, commencing on such Day and continuing until Customer's Storage Gas Balance is at the level required under Section 8.5.A., Pipeline's obligation to make deliveries to Customer shall be reduced by 10 percent of the lesser of (1) Customer's Storage Demand or (2) Pipeline's obligation to deliver as established pursuant to Section 8.4 above.
- 8.5 Limitations on Withdrawals. During any calendar month, Pipeline shall not be obligated to deliver a daily average in excess of the following: (1) more than 70 percent of the Customer's daily entitlement described under Section 8.4, if Customer's Storage Demand is equal to or greater than one-sixtieth (1/60th) of Customer's Storage Capacity, or (2) more than 87.5 percent of the Customer's daily entitlement described under Section 8.4, if Customer's Storage Demand is less than one-sixtieth (1/60th) of Customer's Storage Capacity. Pipeline may issue an operational flow order to limit storage withdrawals, in accordance with Section 11B of the General Terms and Conditions of this Tariff. The limitations under this Section 8.6 shall not apply to transfers of storage inventory in accordance with Section 34 of the General Terms and Conditions.
- 8.6 Minimum Turnover. The "Aggregate Minimum Turnover" obligation associated with each GSS-E capacity entitlement during the Minimum Turnover Period (i.e., each period beginning November 1 of any calendar year and ending April 15 of the next succeeding calendar year) shall be equal to the amount by which

Customer's Storage Gas Balance as of November 1 exceeds 35 percent of Customer's Storage Capacity as of that same date. "Turnover" shall mean withdrawals from storage during the Minimum Turnover Period, as such may be adjusted as appropriate (whether upward or downward) for one or more Inventory Transfers (other than transfers of Winter Period Injections) during the Minimum Turnover Period effectuated pursuant to GT&C Section 34.4. If the required Aggregate Minimum Turnover has not been met or exceeded, then Customer(s) will be subject to the charges set forth in GT&C Section 35.3.D. The Aggregate Minimum Turnover obligation shall be the responsibility, in the first instance, of the Customer holding such GSS-E capacity entitlement on November 1 ("November 1 Customer"); however, the November 1 Customer (and any Storage Replacement Customer) may reassign responsibility for some or all of the Aggregate Minimum Turnover obligation through establishment of a Minimum Turnover obligation applicable to (1) any release of such GSS-E capacity entitlement, as specified in GT&C Section 23.2.F.14.c, and/or (2) any inventory transfer, as specified in GT&C Section 34.4.

9. Authorized Overruns
 - 9.1 Authorized Withdrawal Overruns. Customer may request Pipeline to deliver gas to Customer on any Day in addition to the quantity that Customer is entitled to withdraw, as established pursuant to Section 8 of this Rate Schedule, and Pipeline will make such delivery if such gas is available from Customer's Storage Gas Balance, unless Pipeline issues an OFO pursuant to Section 11B.3.E. of the General Terms and Conditions because, in Pipeline's sole judgment, such delivery cannot be made without adverse effect upon deliveries to other Customers or to Pipeline's other operations.
 - 9.2 Authorized Injection Overruns. Customer may request Pipeline to receive gas from Customer on any Day in addition to the quantity that Customer is entitled to inject, as established pursuant to Section 7 of this Rate Schedule, and Pipeline will accept such quantities if space is available within Customer's Storage Capacity, unless in Pipeline's sole judgment, capacity is not available or such receipt cannot be made without adverse effect upon service to other Customers or to Pipeline's other operations.
 - 9.3 Authorized Capacity Overruns. Customer may request Pipeline to receive gas from Customer on any Day in addition to the quantity that Customer is entitled to store, as established in Customer's Service Agreement, and Pipeline will accept such quantities unless, in Pipeline's sole judgment, capacity is not available or such receipt cannot be made without adverse effect upon service to other Customers or to Pipeline's other operations.
 - 9.4 For all quantities of gas delivered under the provisions of this Section, unless Pipeline and Customer agree otherwise, Customer shall pay Pipeline at the rate per Dt set forth at the currently effective Tariff Record No. 10.30 of this Tariff for authorized overruns.
 - 9.5 Service under the provisions of this Section shall be equal in scheduling priority to service provided under the provisions of Pipeline's Rate Schedule ISS.

10. General Terms and Conditions

The General Terms and Conditions of this Tariff, and any revisions thereof that may be proposed and made effective from time to time hereafter, to the extent not inconsistent with the provisions of this Rate Schedule, shall apply to and are made a part of this Rate Schedule.

ISS RATE SCHEDULE
Interruptible Storage Service

1. Availability
 - 1.1 This Rate Schedule is available to any person ("Customer") for the purchase of interruptible natural gas storage service provided by Dominion Energy Transmission, Inc. ("Pipeline") under Part 284 of the Commission's Regulations.
 - 1.2 Service under this Rate Schedule will be made available in accordance with the scheduling provisions of Section 11A.4 of the General Terms and Conditions of this Tariff, to any Customer willing and able to pay maximum rates hereunder, or such other rate mutually agreed upon by Pipeline and Customer, subject to all applicable provisions of the General Terms and Conditions of this Tariff, where:
 - A. Customer has submitted to Pipeline a valid request for service in accordance with Section 11A of the General Terms and Conditions; and
 - B. Pipeline and Customer have entered into a Service Agreement that conforms to the form of Service Agreement for Rate Schedule ISS contained in this Tariff ("the ISS Service Agreement"), in which Pipeline agrees to receive and redeliver stated quantities of gas to Customer at a specified point.
 - 1.3 All necessary transportation services to and from the applicable ISS Point will be the sole responsibility of Customer. Customer shall be responsible for making arrangements for such transportation, whether with Pipeline or with interconnecting parties. Such transportation shall be for at least the full term of the ISS Service Agreement and shall be sufficient to transport on any Day the Maximum Daily Withdrawal Quantity from the applicable ISS Point. Scheduling of requested services hereunder shall be subject to confirmation of the required scheduled transportation service.
 - 1.4 Service under this Rate Schedule will be made available on an interruptible basis from time to time only when, in Pipeline's judgment, it has the necessary capability for injection, storage, and withdrawal of gas in order to render such service. Pipeline is not required to provide any requested service hereunder for or during any Day, for which Pipeline determines that capacity is not available, or that would interfere with its ability to provide firm service or to meet its other obligations, or that such service may have a current or future adverse effect on Pipeline's operations.
2. Applicability and Character of Service
 - 2.1 This Rate Schedule shall apply to interruptible storage service rendered by Pipeline to Customer, pursuant to an ISS Service Agreement that shall specify:
 - A. An ISS Point, which shall be both the Receipt and Delivery Point for storage service hereunder, and which shall be located at the logical point of injection and withdrawal from Pipeline's storage pool(s), unless Pipeline specifically agrees that capability exists to offer an ISS Point that is located at a specific storage facility on Pipeline's system.
 - B. the Maximum Daily Injection Quantity ("MDIQ"), which shall be the maximum quantity that Pipeline is required, on an interruptible basis, to receive for injection into storage on any Day;
 - C. the Maximum Daily Withdrawal Quantity ("MDWQ"), which shall be the maximum quantity that Pipeline is required, on an interruptible basis, to make available to Customer for withdrawal from storage on any Day; and

D. the Maximum Storage Quantity ("MSQ"), which shall be the maximum quantity that Pipeline is obligated, on an interruptible basis, to store for Customer's account.

2.2 Service rendered under this Rate Schedule shall be interruptible, subject to the notice required under Section 11A.4.F of the General Terms and Conditions of this Tariff. Pipeline may interrupt service by decreasing, suspending or discontinuing either the receipt or the delivery of gas hereunder, or by directing the withdrawal of gas from storage as provided in Section 2.4, below.

2.3 Service rendered by Pipeline under this Rate Schedule shall consist of:

- A. Receipt of gas tendered by or on behalf of Customer at the ISS Point, for injection into storage, up to the MSQ and at daily rates up to the MDIQ;
- B. Storage of gas by Pipeline, not to exceed the MSQ on any Day; and
- C. Pipeline's tender of gas for Customer's account at the ISS Point, up to the remaining Storage Gas Balance and at daily rates up to the MDWQ, for subsequent delivery to Customer or for Customer's account.

2.4 Interruption of Storage Capacity.

- A. Pipeline may, at any time, require Customer to withdraw all or any part of Customer's Storage Gas Balance within 3 Days of written notice, at a schedule determined by Pipeline.
- B. If Customer fails to withdraw from storage the quantities specified by Pipeline, despite the availability of capacity for withdrawal and subsequent transportation on Pipeline's system, then Pipeline shall take title to the remaining Storage Gas Balance that Customer was instructed to withdraw, free and clear of all adverse claims and encumbrances. Such forfeited quantities shall be managed by Pipeline in accordance with Section 29 of the General Terms and Conditions of this Tariff.

3. Rate

The applicable rates and charges under this Rate Schedule shall include all applicable rates and charges set forth in the currently effective Statement of Applicable Rates of this Tariff and these rates and charges are incorporated herein by reference.

4. Monthly Bill

4.1 For natural gas storage service under this Rate Schedule, Customer shall pay Pipeline each month the following:

- A. ISS Capacity Charge. A charge per Dt per month (or per that portion of a month that was available for service to Customer, in the event of an interruption of service in accordance Section 2.4, above) applied to the highest Storage Gas Balance held by Pipeline for Customer during the Billing Month.
- B. An Injection Charge. A charge per Dt for all gas injected during the billing month.
- C. A Withdrawal Charge. A charge per Dt for all gas withdrawn during the billing month.
- D. An Excess Injection Charge. A charge per Dt for all gas injected for Customer under Section 8 of this Rate Schedule, during the billing month.

- E. An Authorized Overrun Charge. A charge per Dt for all gas withdrawn for Customer under Section 8 of this Rate Schedule, during the billing month.
 - F. Any Applicable Penalties. For excess daily injection overruns, injections in excess of the MSQ and excess withdrawals, as required by Section 9, below.
 - G. Any other applicable rates, charges, and penalties as set forth in the General Terms and Conditions of Pipeline's Tariff.
- 4.2 Fuel Retention. Pipeline will retain the percentage of gas received for injection as set forth on Tariff Record No. 10.30 as the Storage Service Fuel Retention Percentage.
- 4.3 If Customer fails to withdraw affected Storage Gas Balance quantities by the end of the 3-Day period established in Section 2.4, above, or by the termination of service as described in Section 7.8, below, then Pipeline shall retain such quantities at the end of such period, free and clear of all adverse claims and encumbrances.
- 4.4 Notwithstanding the general provision of Sections 3 and 4.1, above, if Pipeline and Customer mutually agree to negotiated rates for service hereunder, such negotiated rates shall apply in lieu of the otherwise applicable charges identified in Sections 4.1.A through 4.1.E and/or 4.1.G of this Rate Schedule.
5. Minimum Monthly Bill
- None.
6. Injections into Storage
- 6.1 The executed Service Agreement shall specify at least one ISS Point for quantities tendered by Customer to Pipeline for storage injection. The ISS Point shall be located either at a specific storage facility operated by Pipeline, or at the logical point(s) of injection and withdrawal from Pipeline's storage pool(s). The ISS Point shall be deemed to be a Primary Receipt Point, within the meaning set forth in the General Terms and Conditions of this Tariff. Quantities tendered for injection at a particular ISS Point must be withdrawn at the same ISS Point.
- 6.2 For any Day when Customer desires Pipeline to store gas for its account under this Rate Schedule, it shall nominate to Pipeline in accordance with the General Terms and Conditions of this Tariff, specifying the quantity of gas it desires to have injected into storage on such Day that is not to exceed the MDIQ. When Customer's nominations are confirmed and scheduled as required by this Tariff, Pipeline shall inject into storage for Customer's account on such Day, the quantity of gas so nominated, subject to the limitations of this Section 6.
- 6.3 The notice given by Customer to Pipeline for injections on any Day shall be that required for nominations under Section 11A of the General Terms and Conditions.
- 6.4 Customer may nominate to Pipeline under Section 6.2 above quantities for injection that are in addition to Customer's MDIQ. Additional storage injections shall include gas injected into storage under Rate Schedule FTNN, to the extent such injections exceed Customer's MDIQ. Pipeline shall endeavor to inject such additional quantities to the extent confirmed, on an interruptible basis, subject to the scheduling provisions of Section 11A.4 of the General Terms and Conditions and subject to Customer's payment of the applicable Excess Injection Charge.
- 6.5 In addition to Pipeline's rights of interruption hereunder, Pipeline may issue an operational flow order pursuant to Section 11B of the General Terms and Conditions of this Tariff, governing Winter Period injections under this Rate Schedule ISS. While such operational flow order is in effect:

- A. From time to time, Pipeline may post on its Electronic Bulletin Board any ISS Point(s) at which eligible Customers may tender quantities for injection, and any conditions applicable to injection through such points.
 - B. Pipeline may limit or refuse to accept injections not tendered in accordance with the operational flow order and EBB notice.
- 6.6 Pipeline shall be obligated to inject gas into storage for Customer's account only when Customer's Storage Gas Balance is less than the MSQ
7. Withdrawals from Storage
- 7.1 Each executed Service Agreement shall specify the ISS Point for all gas withdrawn from storage. The ISS Point shall be deemed to be a Primary Delivery Point, within the meaning set forth in the General Terms and Conditions of this Tariff.
- 7.2 For any Day when Customer desires the delivery of gas stored for Customer's account under this Rate Schedule, Customer shall nominate to Pipeline in accordance with the General Terms and Conditions of this Tariff the quantity of gas under this Rate Schedule during such Day. Upon any necessary confirmation, and subject to the availability of capacity as determined by Pipeline, Pipeline shall thereupon deliver to Customer at the Delivery Points the quantity of gas so nominated, subject to each of the limitations set forth below in this Section 8.
- 7.3 The notice given by Customer to Pipeline for withdrawals on any Day shall be that required for nominations under Section 11A of the General Terms and Conditions.
- 7.4 Transfers of storage inventory in accordance with Section 34 of the General Terms and Conditions shall be treated as a reduction in the Storage Gas Balance of the Transferring Customer, and an increase in the Storage Gas Balance of the Receiving Customer.
- 7.5 In addition to the MDWQ, Pipeline shall permit Customer to withdraw a quantity each Day corresponding to the fuel that will be retained by Pipeline for subsequent transportation of gas withdrawn from storage on behalf of Customer. Additional withdrawals under this Section 7.6 shall immediately reduce Customer's Storage Gas Balance for all purposes.
- 7.7 Pipeline shall not be obligated to withdraw and deliver gas to or for the account of Customer in excess of Customer's Storage Gas Balance.
- 7.8 Withdrawals Upon Termination of Service. Customer must withdraw any remaining Storage Gas Balance within three Days after the termination of the ISS Service Agreement, provided that such deadline shall be extended by one Day for each Day that Customer's nominated withdrawals are interrupted by Pipeline. Pipeline will take title to all such gas not withdrawn, without recourse and free and clear of all adverse claims and encumbrances, on the fourth Day after the termination of the ISS Service Agreement. Such forfeited quantities shall be managed by Pipeline in accordance with Section 29 of the General Terms and Conditions of this Tariff.
8. Authorized Overruns
- 8.1 Customer may request Pipeline to inject for storage quantities of gas on any Day in excess of the MDIQ or to withdraw quantities of gas from storage on any Day in excess of the MDWQ. Pipeline may consent to do so on an interruptible basis, if in Pipeline's sole discretion, Pipeline can perform the requested overrun service with no adverse effect on Pipeline's current or future operations or its ability to meet all other service obligations. Customer may not withdraw gas in excess of its remaining Storage Gas Balance.

- 8.2 For authorized overruns pursuant to this Section 8, Customer shall pay the applicable rates specified in Section 4, above.
9. Unauthorized Overruns
- 9.1 Daily Injection Overruns. If Customer tenders to Pipeline for injection on any Day quantities of gas in excess of the MDIQ that are not authorized in accordance with Section 8, above, then Customer shall pay Pipeline a Daily Injection Unauthorized Overrun Charge as set forth on Tariff Record No. 10.80 and the associated fuel retention percentage for each Dt of such unauthorized injections.
- 9.2 Storage Capacity Overruns. If Customer's Storage Gas Balance at any time exceeds the MSQ, Customer shall have 24 hours after notice by Pipeline to adjust injections and withdrawals such that Customer's Storage Gas Balance is equal to or less than the MSQ. If Customer fails to make such adjustments within such 24 hour period, Customer shall pay Pipeline each Day the Storage Gas Balance Unauthorized Overrun Charge as set forth on Tariff Record No. 10.80 and the associated fuel retention percentage for each Dt of Customer's Storage Gas Balance which exceeds the MSQ, until Customer has made the required adjustments.
- 9.3 Excess Withdrawals. If Customer withdraws from storage on any Day a quantity of gas in excess of the total of (a) the quantity of gas that Customer is entitled to withdraw pursuant to Section 7 of this Rate Schedule and (b) any "From Customer's Balance" quantities that Pipeline has agreed to withdraw for Customer under Section 8 of this Rate Schedule, Customer shall pay Pipeline an Unauthorized Withdrawal Overrun Charge as set forth on Tariff Record No. 10.80 for all such excess withdrawals. Any such excess withdrawals will reduce Customer's Storage Gas Balance by an equivalent quantity of gas. If such excess withdrawal exceeds Customer's Storage Gas Balance, Customer must replace the overrun within 48-hours after Pipeline has notified Customer of such overrun, or pay an additional amount of \$25.00 per Dt per Day until such time as the gas is replaced.
- 9.4 If Customer fails to withdraw all of its MSQ in accordance with Sections 2.4 or 7.8, above, any such quantities not withdrawn shall be forfeited automatically by Shipper to Pipeline free and clear of all adverse claims and encumbrances.
- 9.5 Any charges described in this Section shall be billed for the month in which the overrun or penalty is incurred, and shall be in addition to the charges otherwise payable under this Rate Schedule. Each charge described in this Section shall be separately assessed and payable in any month.
- 9.6 The payment of a charge under this Section for any conduct shall not be construed as giving any Customer the right to engage in such conduct; nor shall payment be construed as a substitute for any other remedies available to Pipeline or to any other Customer against the Customer incurring the overrun or penalty for failure to adhere to its obligations under the provisions of this Rate Schedule, the Service Agreement or the General Terms and Conditions of this Tariff.
10. General Terms and Conditions
- The General Terms and Conditions of this Tariff, and any revisions thereof that may be proposed and made effective from time to time hereafter, to the extent not inconsistent with the provisions of this Rate Schedule, shall apply to and are made a part of this Rate Schedule. Customer may be subject to operational flow orders issued by Pipeline, as set forth in detail in Section 11B.3.

TTT RATE SCHEDULE
Title Transfer Tracking

1. Availability

- 1.1 This Rate Schedule is available to any person or entity ("Customer") for the purchase of Title Transfer Tracking Service (or "TTT Service") from Dominion Energy Transmission, Inc. ("Pipeline"), where Pipeline and Customer have entered into a Title Transfer Tracking Service Agreement ("TTT Agreement") that conforms to the form of Service Agreement contained in this Tariff.
- 1.2 Title Transfer Tracking Service will be made available pursuant to the scheduling provisions of Section 11A.4 of the General Terms and Conditions of this Tariff, to any Customer that is willing and able to pay either the maximum rates hereunder or another rate to which Pipeline and Customer mutually agree, in accordance with the General Terms and Conditions. Pipeline is not required to provide any requested TTT Service under this Rate Schedule for which Pipeline determines that administrative capability is not available, or that would interfere with Pipeline's performance of its firm service obligations.

2. Applicability and Character of Service

- 2.1 This Rate Schedule shall apply to quantities of natural gas for which Pipeline performs Title Transfer Tracking Service on behalf of Customer, under an executed TTT Agreement that conforms to the form of Agreement contained in this Tariff. TTT Service is an administrative service, under which Pipeline provides Customer with logical locations ("Eligible Points") for nomination of title transfers on Pipeline's system. Upon nomination by Customer, Pipeline will account for the purchase or sale of a quantity of gas at the Eligible Point as directed by Customer.
- 2.2 Customer, its customers, or its principals must arrange for transportation and/or storage service in accordance with Pipeline's FERC Gas Tariff under separate service agreements (the "Subject Service Agreements"), for physical delivery of natural gas quantities subsequent to title transfers that are tracked pursuant to nominations under this Rate Schedule. The procedures established under this Rate Schedule do not entitle Customer to transportation or storage service under Pipeline's FERC Gas Tariff separate from entitlements under the Subject Service Agreements, nor do they entitle Customer to maintain physical imbalances on Pipeline's system.
- 2.3 Deliveries downstream from the Eligible Points identified in the TTT Agreement shall be performed in accordance with provisions of the Subject Service Agreements and the terms of this Tariff. In this regard, TTT Service shall be subject to the character and priority of service that pertains to the associated transportation and/or storage services, as reflected in the Subject Service Agreements.

3. Rates

The rates and charges payable by Customer under this Rate Schedule shall include all applicable rates and charges set forth at the currently effective Tariff Record No. 10.1 of this Tariff. These rates and charges are incorporated herein by reference.

4. Monthly Bill

- 4.1 For TTT Service provided under this Rate Schedule, Customer shall pay Pipeline each month the following:
- A. A TTT Charge. A charge per number of transactions per day nominated by the selling Customer for TTT Service at any Eligible Point.
 - B. An Imbalance Fee. A charge per Dt per Day, equivalent to Pipeline's then-effective maximum rate for Balancing Service under Rate Schedule MCS as set forth on Tariff Record No. 10.1 of this Tariff.

This fee shall apply to all TTT Quantities on each Day during the billing month which, despite Customer's obligation to equalize TTT Quantities in accordance with Section 7.3, below, fail to be nominated for both sale and purchase at an Eligible Point. Provided, however, that such imbalance fee shall only apply to the extent that such imbalance quantities are not immediately attributed to a Subject Service Agreement as provided in Section 7.6, below.

- C. Any applicable penalties as described in Section 8 of this Rate Schedule. And
- D. Any other applicable rates, charges and penalties as set forth in the General Terms and Conditions of this Tariff.

4.2 Pipeline may elect to offer to provide service at a rate that is below the maximum but no less than the minimum rates applicable to this Rate Schedule. However, Pipeline is not obligated to offer to provide service at any rates less than the maximum rates.

4.3 Notwithstanding the general provision of Sections 3 and 4.1, above, if Pipeline and Customer mutually agree to negotiated rates for service hereunder, then such negotiated rates shall apply in lieu of the otherwise applicable charges identified in Sections 4.1.A through 4.1.B of this Rate Schedule.

5. Minimum Monthly Bill

None, unless Pipeline and Customer agree otherwise as provided in Section 4.3, above.

6. Eligible Points

Each TTT Agreement shall specify Eligible Points, which shall be North Point and South Point. Pipeline will permit Customer to nominate title transfers at either of the Eligible Points resulting from the purchase and sale of quantities of natural gas, subject to adequate corresponding rights under the Subject Service Agreement(s).

7. Title Transfer Tracking Procedures

7.1 General Procedure.

A. For any Day when Customer desires Pipeline to track a title transfer for Customer's account under this Rate Schedule, then Customer shall nominate to Pipeline in accordance with the General Terms and Conditions of this Tariff, specifying:

1. the quantity of gas subject to the title transfer,
2. the selling and/or purchasing parties, and
3. the desired Eligible Point.

B. When Customer's nomination is confirmed as required by the General Terms and Conditions subject to the limitations set forth in this Rate Schedule, then such quantity shall constitute a TTT Quantity at that Eligible Point.

7.2 Customer may deliver or receive TTT Quantities from Pipeline at a location other than the applicable Eligible Point, by nominating any other transportation service entitlements that Customer may have with Pipeline.

7.3 Customer is required to equalize the accounting quantities nominated for sale and for purchase under TTT Service at each Eligible Point, on each and every Day.

- 7.4 On or before the nomination deadlines otherwise applicable to Pipeline's service under the Subject Service Agreements, Customer shall provide nomination data to Pipeline consistent with the requirements of Section 11A of the General Terms and Conditions, for each of Customer's Eligible Points. Pipeline shall confirm that the nomination data received from Customer is equivalent to valid nominations under Subject Service Agreements that will move gas away from the Eligible Points identified in the Aggregation Agreement. The quantities determined through this process shall be the "Scheduled Quantities."
- 7.5 After confirmation, any changes to TTT Quantities shall be effective only if a corresponding nomination change has been made under a Subject Service Agreement and this change is confirmed by Pipeline. Confirmation changes received pursuant to this Section 7.5 shall have prospective effect only, and shall be confirmed by Pipeline.
- 7.6 If any nominated service from Pipeline under a Subject Service Agreement fails to be scheduled for any reason, e.g. because physical entities upstream or downstream of Pipeline do not confirm such nomination, then Pipeline shall inform Customer, and the parties shall revise nomination data on a prospective basis, to reflect the revised TTT Quantities. In order to address any mismatch in quantities that cannot be resolved before Pipeline's scheduling deadline, Customer shall provide Pipeline with predetermined instructions at the time of nominations, indicating which Subject Service Agreement(s) for Storage or Balancing service are to be adjusted if sufficient gas is not received or if excess quantities are tendered to Pipeline. In the absence of instructions provided by Customer, Pipeline will unilaterally determine the allocation of such quantities to Subject Service Agreements, to the extent that such agreements can be identified by the information available to Pipeline on or before its scheduling deadlines.
- 7.7 Notwithstanding the instructions to be provided under Section 7.6, above, if Pipeline determines at the end of any period that on a given Day Customer has nominated TTT Quantities at an Eligible Point hereunder that were not either ultimately delivered to Pipeline or delivered away from the Eligible Point, then Pipeline will notify Customer in writing of any excess or deficiency in receipts. To the extent that this imbalance cannot be resolved in accordance with the procedures of Section 8.1 of Rate Schedule MCS, then Customer shall be subject to the penalties provided in Section 10.1 of Rate Schedule MCS.
- 7.8 Customer shall make personnel available to Pipeline at all times, for purposes of the nomination and confirmations to be performed hereunder.
8. Penalties
- 8.1 If Customer fails to comply with the provisions of Sections 7.3 or 7.6 of this Rate Schedule on any Day, then Customer shall be subject to a penalty equal to the maximum rate for Balancing Service under Rate Schedule MCS of this Tariff, for each Dt that Customer failed to equalize at any Eligible Point. Quantities left in Balancing Service after Pipeline provides notice and an opportunity to cure, or after expiration of an applicable MCS Agreement, are subject to confiscation by Pipeline in accordance with Section 29 of the General Terms and Conditions of this Tariff.
- 8.2 Any penalties shall be billed for the month in which the penalty is incurred, and shall be in addition to charges otherwise payable under this Rate Schedule. Each penalty shall be separately assessed and payable in any month.
- 8.3 The payment of a penalty for any conduct shall not be construed as giving any Customer the right to engage in such conduct; nor shall payment be construed as a substitute for any other remedy available to Pipeline or to any other Customer against the Customer incurring a penalty for failure to adhere to its obligations under this Rate Schedule, the TTT Agreement, or the General Terms and Conditions of this Tariff.
9. Limitations on Title Transfer Tracking Services

- 9.1 Notice Required. Customer shall give Pipeline notice of nominations for Title Transfer Tracking Services consistent with the requirements of Section 11A of the General Terms and Conditions of this Tariff.
- 9.2 Scheduling. Customer may nominate to Pipeline quantities for TTT Service at each Eligible Point identified in accordance with Section 6, above. Pipeline shall endeavor to provide on any one Day as much of Customer's nominations for TTT Service as Pipeline's systems and operating conditions will permit, in accordance with the scheduling provisions of Section 11A of the General Terms and Conditions.
- 9.3 Interruption. In the event of an interruption of services under this Rate Schedule, Customer may be subject to the following conditions
- A. Pipeline may not accept or confirm nominations for TTT Service at points where Pipeline has determined that capability is not available; or
 - B. Customer may be required to limit nominations to identified Eligible Points.
- 9.4 Pipeline may issue an operational flow order to limit services under this Rate Schedule, in accordance with Section 11B of the General Terms and Conditions of this Tariff.
10. Operational Flow Orders
- 10.1 A Customer receiving service under this Rate Schedule and/or one or more Subject Service Agreements, may be subject to an operational flow order as set forth in detail in Section 11B of the General Terms and Conditions of this Tariff. Subject to all applicable limitations set forth in Section 11B, upon the issuance of an OFO, a Customer under this Rate Schedule must take the actions set forth in the OFO.
- 10.2 This Section 10 is intended solely to provide information as to the OFOs that Pipeline may issue to Customer under this rate schedule and the actions that Customer may be required to take. Nothing in this Section 10 shall enlarge or diminish Pipeline's rights to issue any OFO described in any other section of this Tariff.
11. General Terms and Conditions
- The General Terms and Conditions of this Tariff, and any revisions thereof that may be proposed and made effective from time to time hereafter, to the extent not inconsistent with the provisions of this Rate Schedule, shall apply to and are made a part of this Rate Schedule.

DPO RATE SCHEDULE
Delivery Point Operator Service

1. Availability

This Rate Schedule is available to any person that:

- 1.1 has entered into a Delivery Point Operator (DPO) Agreement with Dominion Energy Transmission , Inc. (Pipeline) under this Rate Schedule; and
- 1.2 either Pipeline or the DPO has sole physical control of the Citygate Delivery Point, including access to measured volumes, as identified in such DPO Agreement; and
- 1.3 is willing and able to pay the maximum rates hereunder, or such other rate to which Pipeline and DPO mutually agree in accordance with the General Terms and Conditions of this Tariff; and
- 1.4 maintains firm contract entitlements that are sufficient to control imbalances at the Citygate Delivery Point, and that reflect a Primary Delivery Point entitlement corresponding to the Citygate Delivery Point.
 - A. Pipeline and the DPO will jointly consider the presence and capability of flow control at the Citygate Delivery Point, the availability of storage and peak-shaving capability on the DPO's distribution system behind the Citygate Delivery Point, and the level and nature of firm primary service commitments of participating Citygate Swing Customers (CSCs), in determining a mutually acceptable level of firm services to be maintained by the DPO.
 - B. Pipeline and the DPO, shall redetermine the mutually-acceptable level of firm services to be held by the DPO and the initial Maximum No-Notice Quantity on or before each June 1 during the term of the DPO Agreement or at any time that substantial changes occur in the market behind the Citygate Delivery Point or the firm, primary point delivery capabilities of the shippers that serve that point.
- 1.5 End-users that otherwise meet the eligibility criteria shall not be precluded from taking service under this Rate Schedule.

2. Applicability and Character of Service

- 2.1 This Rate Schedule and the related DPO Agreement executed between Pipeline and the DPO shall establish:
 - A. the DPO's rights and obligations with regard to no-notice deliveries by Pipeline at the Citygate Delivery Point; and
 - B. the DPO's rights and obligations with regard to Pipeline's services for CSCs (under Pipeline's Rate Schedule CSC) at the Citygate Delivery Point; And
 - C. related processes for the flow of information between DPO and Pipeline.
- 2.2 The no-notice services arranged hereunder shall be supported by firm transportation and storage service entitlements of the DPO and any CSCs at Primary Delivery Points that correspond to the Citygate Delivery Point. These firm service entitlements shall be defined by service agreements entered into between the DPO and Pipeline in accordance with Pipeline's Rate Schedules FT, FTNN and GSS, and between participating CSCs and Pipeline in accordance with Pipeline's Rate Schedules FT and GSS, and are referred to in this Rate Schedule as the "Subject Service Agreements."

2.3 Deliveries to the physical location(s) identified in the DPO Agreement shall be performed in accordance with the Subject Service Agreements and with the terms of this Tariff, and shall be subject to the character and priority of service that pertains to the associated firm transportation and storage services, as reflected in the Subject Service Agreements.

3. Rate

3.1 To be eligible for the no-notice service made available by this Rate Schedule, the DPO shall pay Pipeline monthly the rates, charges and penalties set forth in the Statement of Applicable Rates of this Tariff or as negotiated in accordance with Section 21.4 of the General Terms, as applicable to transportation and storage services under the Subject Service Agreements held by the DPO (i.e. Subject Service Agreements between the DPO and Pipeline where the DPO takes transportation or storage services from the Pipeline).

3.2 If, notwithstanding the limitations established by this Rate Schedule, the DPO physically takes quantities from Pipeline on any Day in excess of the DPO's entitlements under the Subject Service Agreements held by the DPO, then Pipeline shall assess and the DPO shall pay Pipeline a penalty for each Dt of such excess equal to the applicable penalty as established under Section 9 of Rate Schedule FTNN.

3.3 Payment of a penalty under this Section 3 shall not relieve the DPO of other remedies available to Pipeline under Section 11B.5.B. of the General Terms or hourly flow penalties.

4. Term

4.1 Pipeline shall have the right to suspend or terminate service under this Rate Schedule to the extent that the DPO fails to maintain adequate contract entitlements as required by Section 1.4 of this Rate Schedule or otherwise fails to meet its obligations as determined in the Subject Service Agreements.

4.2 The DPO shall have the right to terminate service under this Rate Schedule to the extent that Pipeline fails to meet its obligations under this Rate Schedule or the Subject Service Agreements.

4.3 If Pipeline redetermines the level of firm services required to be held by the DPO in accordance with Section 1.4 of this Rate Schedule, and the DPO disagrees with that redetermination, the DPO shall have the right to terminate service under this Rate Schedule.

4.4 If during the initial primary term of a Rate Schedule DPO service agreement, Pipeline files revised tariff records that would allow it to charge a rate for service under this Rate Schedule and the Commission accepts such rate for filing, the DPO shall have the right to terminate service under this Rate Schedule.

4.5 No-notice service arranged under this Rate Schedule is subject to pregranted abandonment authority, without further recourse by either Pipeline or the DPO to the Federal Energy Regulatory Commission.

5. Quantities

5.1 The quantities of natural gas that may be taken by the DPO on a no-notice basis at the Citygate Delivery Point shall be limited to those quantities otherwise available under the Subject Service Agreements, less any quantities of service that have been released to others or nominated for delivery to Secondary Delivery Points. This quantity shall be defined as the "Maximum No-Notice Quantity."

5.2 During any 24-hour period in which the operational flow order described in Section 9.5.A of Rate Schedule FTNN is in effect, the maximum quantity of gas that the DPO may take at the Citygate Delivery Point in any period within a Day (Hourly Entitlement) shall equal the sum of (1) the hourly entitlements of services that have been scheduled for delivery at the Citygate Delivery Point other than services provided under the Subject Service Agreements, plus (2) the combined hourly entitlements of the DPO and all participating CSCs which shall be calculated by adding the MDTQs of the Subject Service Agreements with primary

point entitlements at the Citygate Delivery Point on that Day and multiplying that sum by the following factors:

1. 120% of 1/24th in any one hour
 2. 115.7% of 3/24th in any three consecutive hours;
 3. 112.6% of 5/24th in any five consecutive hours;
 4. 104.2% of 12/24ths in any twelve consecutive hours.
- 5.3 To the extent that a DPO exceeds its Hourly Entitlement on any Day when Pipeline has issued an operational flow order pursuant to Section 9.5.A. of Rate Schedule FTNN, then Pipeline shall assess and the DPO shall pay a penalty per Dt equal to the higher of \$25 or three times the Penalty Index Price applicable to the largest quantity overrun in any one of the four periods defined in Section 5.2, above, provided however, that if DPO is assessed a excess hourly flow penalty under any other of Pipeline's Rate Schedules that is greater than that assessed under this Rate Schedule, payment of such higher penalty shall discharge the DPO's obligation to pay the penalty under this Section 5.3.
- 5.4 The Hourly Entitlements established by this Rate Schedule are designed to provide the DPO and CSC with hourly flexibility within the established MDTQ of each of Pipeline's shippers. These Hourly Entitlements shall not be interpreted to provide any shipper with a right to take deliveries of gas in excess of its MDTQ on any Day.
6. Citygate Delivery Point
- The DPO Agreement shall identify the Citygate Delivery Point, which shall be the physical location(s) at which the DPO may arrange for no-notice delivery of natural gas, subject to adequate corresponding service entitlements under the Subject Service Agreement(s).
7. DPO Procedures
- 7.1 The DPO shall maintain and provide to Pipeline a list of the Citygate Swing Customers (CSCs) that have qualified to participate in the DPO's retail access program. Shippers other than CSCs may also deliver gas to the Citygate Delivery Point; however, the DPO may not attribute unominated service swings by such customers to Pipeline or CSCs hereunder. Pipeline shall confirm with each identified CSC that it desires to participate in the DPO program, and shall enter into a CSC Agreement with each identified CSC, subject to the requirements of Pipeline's Rate Schedule CSC.
- 7.2 Nominations of services to be delivered to the Citygate Delivery Point shall be made in accordance with the procedures established under Section 11A of the General Terms and Conditions of this Tariff.
- 7.3 DPO and Pipeline will confirm nominated services to the Citygate Delivery Point, in accordance with Section 11A of the General Terms and any applicable NAESB business practice standards.
- 7.4 Pipeline shall issue a report to each DPO at the same time as it provides scheduled quantity data in accordance with Section 11.A.3.A. of the General Terms. The report shall identify the DPO and participating CSC service entitlements that remain available for service on a no-notice basis to the Citygate Delivery Point.
- 7.5 By 4 p.m. Central Clock Time (5 p.m. Eastern Clock Time) after the close of each gas Day, the DPO shall report to Pipeline and each affected CSC the total quantities that were received at the Citygate Delivery Point for each qualified CSC. Based on this report, Pipeline shall adjust the Storage Gas Balance of the DPO and each participating CSC, under the affected Subject Service Agreements. Such adjustments shall

have prospective effect only, and shall be confirmed by Pipeline in an allocation report that shall be available to all affected DPOs by 7 a.m. Central Clock Time (8 a.m. Eastern Clock Time) on the following day.

- 7.6 The DPO shall give Pipeline predetermined instructions, indicating which of the Subject Service Agreements held by the DPO are to be adjusted if sufficient gas is not received for the no-notice services arranged hereunder, or if excess quantities are tendered to Pipeline for services confirmed under the DPO Agreement.
- 7.7 If Pipeline determines at the end of any period that on any given Day the actual quantities delivered to the Citygate Delivery Point were greater than or less than the DPO reported under Section 7.5, above, then Pipeline will attribute such excess or deficiency to the Subject Service Agreements of the DPO, and shall notify the DPO in writing of such adjustment.
- 7.8 To the extent that any CSC's entitlements under its Subject Service Agreements are insufficient to accommodate the quantities of service as reported by the DPO under Section 7.5, above, then the CSC will be responsible for penalties and other remedies under Rate Schedule CSC and the Subject Service Agreements of the CSC. Pipeline, the DPO and all participating CSCs acknowledge that such reports by the DPO may result in charges and/or penalties for the CSCs. The DPO acknowledges that, except for deliveries to CSCs and FT shippers specifically exempted from the sequencing rule of Section 6.3.A.1. of the General Terms and Conditions of this tariff, deliveries to the DPO in excess of its entitlements, regardless of whether the excess is a result of takes by the DPO for its own account or the takes of other shippers, will be attributed to the DPO and the DPO will be responsible for penalties under the terms and conditions of the Subject Service Agreements, as provided for in Sections 3 and 5 of this Rate Schedule.
- 7.9 The DPO will notify the Pipeline prior to any Day on which it seeks to modify or release any one of the Subject Service Agreements to other than a CSC, provided however, that the DPO is not required to notify the Pipeline if it retains full rights to recall its service entitlement from the assignee.
- 7.10 The DPO and Pipeline shall both make personnel available at all times, in order to perform the arrangements as described in this Rate Schedule.
8. Operational Flow Orders
- 8.1 A DPO receiving service under this Rate Schedule may be subject to an operational flow order as set forth in detail in Section 11B of the General Terms and Conditions of this Tariff. Subject to all applicable limitations set forth in Section 11B, upon the issuance of an OFO, the DPO must take the actions set forth in the OFO.
- 8.2 This Section 8 is intended solely to provide information as to OFOs that Pipeline may issue to DPO under this rate schedule and the actions that DPO may be required to take. Nothing in this Section 8 shall enlarge or diminish Pipeline's rights to issue any OFO described in any other section of this Tariff.
9. General Terms and Conditions

The General Terms and Conditions of Pipeline's effective FERC Gas Tariff, and any revisions thereof that may be proposed and made effective from time to time hereafter, to the extent not inconsistent with the provisions of the Service Agreement or this Rate Schedule, shall apply to and are made a part of this Rate Schedule.

CSC RATE SCHEDULE
Citygate Swing Customer Service

1. Availability
 - 1.1 This Rate Schedule is available for any person that:
 - A. utilizes a specific Citygate Delivery Point that has been established by a Delivery Point Operator (DPO), pursuant to a valid DPO Agreement under Dominion Energy Transmission, Inc.'s (Pipeline)Rate Schedule DPO; and
 - B. enters into a Service Agreement under this Rate Schedule; and
 - C. obtains released capacity rights or otherwise contracts for firm transportation (FT) services with primary delivery rights at a specific City Gate Delivery Point and firm storage (GSS) services, subject to the requirements of Pipeline's tariff; and
 - D. obtains the written consent of the DPO serving that specific Citygate Delivery Point that it will accept it as qualifying for service under this Rate Schedule.
 - 1.2 The Citygate Swing Customer (CSC) must hold a separate CSC Agreement for each Citygate Delivery Point at which CSC seeks to arrange for service on a no-notice basis hereunder.
 - 1.3 End-users that otherwise meet the eligibility criteria shall not be precluded from taking service under this Rate Schedule.
 - 1.4 Pipeline shall maintain a log which shall be posted on Pipeline's EBB and shall be open for public inspection at its principal offices at Richmond, Virginia, containing the names of any parties requesting service under this Rate Schedule that are found ineligible to receive CSC service for any reason, together with an indication of whether the DPO or the Pipeline determined that the party was ineligible. The log shall also reflect the name of the DPO, the quantity of firm transportation services related to the request, the date of the request, and the date that the request was denied, if known by Pipeline.
2. Applicability and Character of Service
 - 2.1 This Rate Schedule and the related CSC Agreement executed between Pipeline and the CSC establish:
 - A. the CSC's entitlement to arrange for the delivery of firm transportation and storage service entitlements on a no-notice basis at the Citygate Delivery Point, in accordance with the executed CSC Agreement that conforms to the form of Agreement contained in this Tariff; and
 - B. the DPO's rights and obligations (under Rate Schedule DPO) regarding Pipeline's services for the CSC at the Citygate Delivery Point; and
 - C. related processes for the flow of information between DPO and Pipeline on behalf of the CSC.
 - 2.4 The no-notice services arranged hereunder shall be supported by the firm, primary-point transportation and storage service entitlements of the CSC, to the extent that the CSC has Primary Delivery Point rights at the Citygate Delivery Point. The firm service entitlements and the corresponding Primary Delivery Point rights shall be defined by service agreements in accordance with Pipeline's Rate Schedules FT and GSS, and are referred to in this Rate Schedule as the "Subject Service Agreements."

- 2.5 Deliveries to the Citygate Delivery Point shall be performed in accordance with the Subject Service Agreements and with the terms of this Tariff, and shall be subject to the character and priority of service that pertains to the associated firm transportation and storage services, as reflected in the Subject Service Agreements.
3. Rate
- For services provided under the procedures established by this Rate Schedule, CSC shall pay Pipeline monthly the rates, charges and penalties set forth in the Statement of Applicable Rates of this Tariff or as negotiated in accordance with Section 21.4 of the General Terms, as applicable to transportation and storage services under the Subject Service Agreements held by CSC.
4. Term
- 4.1 Pipeline shall have the right to suspend or terminate no-notice service arrangements under this Rate Schedule to the extent that the DPO or CSC fails to meet the obligations determined in the Subject Service Agreements. Pipeline shall also have the right to suspend or terminate no-notice service arrangements under this Rate Schedule to the extent that the DPO or the CSC terminate their service agreements under this Rate Schedule or Rate Schedule DPO or otherwise fail to meet their obligations under those Rate Schedules. In any instance where service to a CSC may be suspended or terminated by reason of the DPO's failure to perform its obligations under its DPO service agreement or any Subject Service Agreement, then the Pipeline shall give the CSC notice of the suspension or termination at the same time (or as soon thereafter as practical) as the Pipeline provides actual EBB notice to the DPO.
- 4.2 The DPO shall have the right to direct Pipeline to suspend or terminate no-notice service arrangements under this Rate Schedule (1) if the CSC fails to meet the obligations determined in the Subject Service Agreements or (2) if the DPO revokes for any reason the consent given in Section 1.1.D. of this Rate Schedule.
- 4.3 The CSC shall have the right to terminate service under this Rate Schedule to the extent that Pipeline fails to meet its obligations under this Rate Schedule or the Subject Service Agreements.
- 4.5 If during the initial primary term of a Rate Schedule CSC service agreement, Pipeline files revised tariff records that would allow it to charge a rate for service under this Rate Schedule and the Commission accepts such rate for filing, the CSC shall have the right to terminate service under this Rate Schedule.
- 4.6 No-notice service arranged under this Rate Schedule is subject to pregranted abandonment authority, without further recourse by either Pipeline or CSC to the Federal Energy Regulatory Commission.
5. Quantities
- 5.1 The quantities of natural gas that may be taken by the DPO on behalf of CSC on a no-notice basis at the Citygate Delivery Point shall be limited to those quantities otherwise available under the Subject Service Agreements held by CSC, inclusive of the two percent metering tolerance applicable to the underlying Subject Service Agreements of the CSC, less any quantities of service that have been released to others or nominated for delivery to Secondary Delivery Points.
- 5.2 Hourly Entitlements to service at the Citygate Delivery Point shall be based on the Primary Delivery Point entitlements of the CSC for the Day, as provided for in Section 5.2 of Rate Schedule DPO. Hourly Entitlements to service at Secondary Points shall be determined in accordance with the provisions of the applicable transportation rate schedule.

6. Citygate Delivery Point

The DPO Agreement shall identify the Citygate Delivery Point, which shall be the physical location(s) at which the DPO may arrange for no-notice delivery of natural gas on behalf of CSC, subject to adequate corresponding service entitlements under the Subject Service Agreement(s).

7. CSC Procedures

- 7.1 Nomination and confirmation of services to be delivered to the Citygate Delivery Point shall be made in accordance with the procedures established under Section 11A of the General Terms and Conditions of this Tariff.
- 7.2 Pipeline shall be entitled to report to the DPO, from time to time, the extent of CSC service entitlements that remain available for service on a no-notice basis to the Citygate Delivery Point.
- 7.3 By 4 p.m. Central Clock Time (5 p.m. Eastern Clock Time) after the close of each Gas Day, the DPO shall report to Pipeline and each affected CSC the total quantities that were received at the Citygate Delivery Point for each qualified CSC. Based on the DPO's report, Pipeline shall adjust the Storage Gas Balance of the DPO and each participating CSC, under the affected Subject Service Agreements. CSC shall permit Pipeline to rely on the DPO report and to make such adjustments. Such adjustments shall have prospective effect only, and shall be confirmed by Pipeline in an allocation report that shall be available to all affected CSCs by 7 a.m. Central Clock Time (8 a.m. Eastern Clock Time) on the following day.
- 7.4 CSC will notify the Pipeline and the DPO prior to any Day on which it seeks to modify or release any one of the Subject Service Agreements, unless the CSC has full rights to recall the capacity, consistent with Section 7.9 of Rate Schedule DPO.
- 7.5 The CSC shall give Pipeline predetermined instructions, indicating which of the Subject Service Agreements are to be adjusted if sufficient gas is not received for the no-notice services arranged hereunder, or if excess quantities are tendered to Pipeline under the Subject Service Agreements
- 7.6 To the extent that the quantity of service reported to Pipeline by the DPO pursuant to Section 7.3, above, exceeds the CSC's entitlement under Rate Schedules FT and GSS, then Pipeline shall assess and the DPO CSC shall pay Pipeline a penalty for each Dt of such excess equal to the applicable penalty as established by the applicable rate schedules

8. Operational Flow Orders

- 8.1 The CSC receiving service under this Rate Schedule may be subject to an operational flow order as set forth in detail in Section 11B of the General Terms and Conditions of this Tariff. Subject to all applicable limitations set forth in Section 11B, upon the issuance of an OFO, the CSC must take the actions set forth in the OFO.
- 8.2 This Section 8 is intended solely to provide information as to OFOs that Pipeline may issue to the CSC under this Rate Schedule and the actions that the CSC may be required to take. Nothing in this Section 8 shall enlarge or diminish Pipeline's rights to issue any OFO described in any other section of this Tariff.

9. General Terms and Conditions

The General Terms and Conditions of Pipeline's effective FERC Gas Tariff, and any revisions thereof that may be proposed and made effective from time to time hereafter, to the extent not inconsistent with the provisions of the Service Agreement or this Rate Schedule, shall apply to and are made a part of this Rate Schedule.

MPS RATE SCHEDULE
Mainline Pooling Service

1. Availability

This Rate Schedule is available to any person or entity ("Customer") for the aggregation of natural gas quantities that are nominated for transportation and/or storage services to be performed by Dominion Energy Transmission, Inc. ("Pipeline") in accordance with service agreements under the various other Rate Schedules in this FERC Gas Tariff (the "Subject Service Agreements"), provided that Customer and Pipeline have entered into an Aggregation Agreement under this Rate Schedule, and that Customer is willing and able to pay the maximum rates hereunder, or such other rate to which Pipeline and Customer mutually agree in accordance with the General Terms and Conditions of this Tariff.

2. Applicability and Character of Service

This Rate Schedule shall apply to all natural gas aggregated by Pipeline for Customer under an executed Aggregation Agreement that conforms to the form of Agreement contained in this Tariff. Deliveries from the logical locations ("Eligible Points") identified in the Aggregation Agreement shall be performed in accordance with provisions of the Subject Service Agreements and the terms of this Tariff. Aggregation of nominated quantities under this Rate Schedule shall be subject to the character and priority of service that pertains to the associated transportation and/or storage services, as reflected in the Subject Service Agreements.

3. Quantities

The quantities that may be aggregated in accordance with this Rate Schedule shall be limited to the quantities of service as specified in the Subject Service Agreements. The Aggregation Agreement shall also specify a Maximum Aggregation Quantity, based upon the creditworthiness of Customer as determined under Section 7 of the General Terms.

4. Rates and Monthly Bill

4.1 For service under this Rate Schedule, Customer shall pay Pipeline monthly the following:

- A. An Imbalance Fee. A charge per Dt per Day, equivalent to Pipeline's then-effective maximum rate applicable to Parking Service under Rate Schedule MCS as set forth on Tariff Record No. 10.1 of this Tariff. This fee shall be applied to all Scheduled Quantities on each Day during the billing month which, despite Customer's obligation to balance Scheduled Quantities in accordance with Section 6.2, below, fail to be delivered both into and away from an Eligible Point on the same Day. Provided, however, that such imbalance fee shall only apply to the extent that such imbalance quantities are not immediately attributed to a Subject Service Agreement as provided in Section 6.3, below.
- B. Applicable penalties as described in Section 6.5 of this Rate Schedule; and
- C. All other applicable rates, charges, and penalties as set forth in the General Terms and Conditions of Pipeline's Tariff.

4.2 Pipeline may elect to offer to provide service at a rate that is below the maximum but no less than the minimum rates applicable to this Rate Schedule. However, Pipeline is not obligated to offer to provide service at any rates less than the maximum rates.

5. Eligible Points

Each Aggregation Agreement shall specify Eligible Points, which shall be the logical or accounting locations at which Pipeline will permit Customer to aggregate quantities of natural gas, subject to adequate corresponding point rights under the Subject Service Agreement(s). In order to recognize physical constraints of Pipeline's system, each MPS Agreement shall specify North Point and/or South Point as the Eligible Points that will permit Customer to nominate MPS service, subject to adequate corresponding rights under the Subject Service Agreement(s).

6. Aggregation Procedures

- 6.1 On or before the nomination deadlines otherwise applicable to Pipeline's service under the Subject Service Agreements, Customer shall provide nomination data to Pipeline, consistent with the requirements of Section 11A of the General Terms and Conditions, for each of Customer's Eligible Points. Pipeline shall confirm that the nomination data received from Customer is equivalent to valid nominations under Subject Service Agreements that will move gas away from the Eligible Points identified in the Aggregation Agreement. The quantities determined through this process shall be the "Scheduled Quantities."
- 6.2 After confirmation, any changes to Scheduled Quantities shall be effective only if a corresponding nomination change has been made under a Subject Service Agreement and this change is confirmed by Pipeline. Confirmation changes received pursuant to this Section 6.2 shall have prospective effect only, and shall be confirmed by Pipeline.
- 6.3 If any nominated service from Pipeline under a Subject Service Agreement fails to be scheduled for any reason, e.g. because physical entities upstream or downstream of Pipeline do not confirm such nomination, then Pipeline shall inform Customer, and the parties shall revise confirmation data on a prospective basis, to reflect the revised Scheduled Quantities. In order to address any mismatch in quantities that cannot be resolved before Pipeline's scheduling deadline, Customer shall provide Pipeline with predetermined instructions at the time of nominations, indicating which contracts are to be adjusted if sufficient gas is not received for services confirmed hereunder, and which Subject Service Agreement(s) for Storage or Parking service under Pipeline's FERC Gas Tariff are to be affected if excess quantities are tendered to Pipeline for services confirmed in accordance with this Agreement. In the absence of instructions provided by Customer, Pipeline will unilaterally determine the allocation of such quantities to Subject Service Agreements, to the extent that such agreements can be identified by the information available to Pipeline on or before its scheduling deadlines.
- 6.4 Customer shall make personnel available to Pipeline at all times, for purposes of the confirmation to be performed hereunder.
- 6.5 Notwithstanding the instructions to be provided under Section 6.3, above, if Pipeline determines at the end of any period that on any given Day, Customer has confirmed quantities at an Eligible Point hereunder that were not ultimately delivered to Pipeline, or Customer has confirmed quantities at an Eligible Point hereunder that are not delivered away from the Eligible Point, then Pipeline will notify Customer in writing of any excess or deficiency in receipts. To the extent that this imbalance cannot be resolved in accordance with the procedures set forth in Sections 10.4 and 10.6 of Rate Schedule MCS, then Customer shall be subject to the penalties provided in Section 10.5 of Rate Schedule MCS.

7. Operational Flow Orders

- 7.1 A Customer receiving service under this Rate Schedule and/or one or more Subject Service Agreements, may be subject to an operational flow order as set forth in detail in Section 11B of the General Terms and Conditions of this Tariff. Subject to all applicable limitations set forth in Section 11B, upon the issuance of an OFO, a Customer under this Rate Schedule must take the actions set forth in the OFO.

7.2 This Section 7 is intended solely to provide information as to the OFOs that Pipeline may issue to Customer under this rate schedule and the actions that Customer may be required to take. Nothing in this Section 8 shall enlarge or diminish Pipeline's rights to issue any OFO described in any other section of this Tariff.

8. General Terms and Conditions

The General Terms and Conditions of Pipeline's effective FERC Gas Tariff (and any revisions thereof that may be proposed and made effective from time to time hereafter), to the extent not inconsistent with the provisions of this Rate Schedule, shall apply to and are made a part of this Rate Schedule.

USS RATE SCHEDULE
Unbundled Sales Service

1. Availability

This Rate Schedule is available for the purchase of natural gas from Dominion Energy Transmission, Inc. ("Pipeline") by an on-system or off-system local distribution company, Hinshaw pipeline, interstate pipeline, intrastate pipeline, marketer, or end-user ("Customer"), provided that Customer and Pipeline have entered into a Service Agreement under this Rate Schedule.

2. Applicability and Character of Service

The sales made under this Rate Schedule shall be firm, unless otherwise expressly agreed upon between Pipeline and Customer, and as reflected in the Service Agreement executed by Pipeline and Customer. All sales made under this Rate Schedule shall be made at Pipeline's Receipt Points, at the points of interconnection with upstream pipelines, and points located upstream from those receipt points on upstream pipelines. Nothing in this Rate Schedule shall preclude Pipeline from obtaining transportation and/or storage capacity (by assignment or otherwise), or acting as Customer's agent to deliver gas at the wellhead, at the Receipt Points on Pipeline's system, or at the city gate. Pipeline shall not retain capacity either on Pipeline or on upstream pipelines to perform unbundled sales.

3. Rate

The rate for service under this Rate Schedule shall be determined as specified in the Service Agreement executed by Customer and Pipeline pursuant to this Rate Schedule.

4. Monthly Bill

The minimum bill, if any, for sales made pursuant to this Rate Schedule shall be specified in the executed Service Agreement, or any amendments thereto.

5. Term

5.1 The term of each Service Agreement entered into pursuant to this Rate Schedule shall be for periods agreed upon by Customer and Pipeline.

5.2 Pipeline shall have the right to suspend or terminate sales under this Rate Schedule if the Federal Energy Regulatory Commission ("Commission") approves rates that either lower the maximum rate below, or raise the minimum rate above, the rate designated in a Service Agreement executed pursuant to this Rate Schedule, or otherwise acts in such a way to preclude Pipeline from charging and recovering the rate agreed upon in the Service Agreement.

5.3 Pipeline shall have the right to suspend or terminate sales under this Rate Schedule if Customer fails to pay the rate as determined in the Service Agreement between Pipeline and Customer.

5.4 Service under this Rate Schedule is subject to pregranted abandonment authority, without further recourse by either Pipeline or Customer to the Federal Energy Regulatory Commission.

6. Nomination Procedures

The nomination procedures for sales made under this Rate Schedule shall be set forth in the Service Agreement executed by Pipeline and Customer.

7. Supply Curtailment Procedures

- 7.1 Pipeline shall have the right to curtail, interrupt or discontinue service in whole or in part at any time or from time to time in accordance with the provisions set forth in its service agreement, including but not limited to curtailment, interruption, or discontinuance of its gas supply. In the event Pipeline is required to curtail service, Pipeline will curtail all Customers whose service is dependent on or otherwise affected by the curtailed supply, pro rata based on maximum daily quantities specified in the contract.
- 7.2 In the event Pipeline is advised by a Customer that, absent adjustment of the curtailment level contemplated by Section 7, a Customer will be unable to render service to the priority-use requirements specified in Sections 401 and 402 of the Natural Gas Policy Act of 1978 ("NGPA") and 18 C.F.R. Section 281.201 et seq. of the Commission's Regulations ("high priority-use requirements") or is advised by a Customer that adjustment of the curtailment level is necessary to avoid irreparable injury to life or property (including environmental emergencies) or to provide for minimum plant protection ("emergency situation"), then Pipeline shall adjust its curtailment of all other Customers on a pro rata basis as necessary to deliver the quantities required to avoid or mitigate the impact on the "high priority-use requirements" or the "emergency situation." While Pipeline will make adjustments in curtailment promptly upon notification by Customer, Customer must provide Pipeline within 24 hours of notification a sworn statement attesting:
- A. that all sources of gas supply available to Customer, including peak-shaving and storage, were and are being utilized to the maximum extent possible during the time period for which the exception to the curtailment provisions of Section 7 is in effect; and
 - B. that all interruptible services of Customer were and are being interrupted or curtailed during the time period for which the exception to the curtailment provisions of Section 7 is in effect; and
 - C. that no alternate fuel could be utilized or is available to be utilized to prevent the necessity for an exception to the curtailment provisions of Section 7.
- 7.3 Pipeline shall not be liable for granting exceptions to the curtailment provisions of Section 7 for any Customer based upon a request submitted by any such Customer to Pipeline under the "high priority-use requirements" and "emergency situation" relief provisions of this Section 7. In the event that Customer does not provide the sworn statement on a timely basis as required by this Section 7, then all quantities attributable to the adjustments made by Pipeline shall be billed, in addition to all other charges, at a rate equal to the higher of \$25.00 or three times the Penalty Index Price per dekatherm. All revenues attributable to such charge shall be credited, on a pro rata basis, to those Customers curtailed to a lower quantity as a result of such anticipated sworn statement.
- 7.4 Notwithstanding any provision of Section 7, however, Customer shall not be entitled to relief under Section 7 (1) to the extent that a "high priority-use requirements" and/or "emergency situation" is due to the Customer's failure to have adequate transportation arrangements in effect for the delivery of such Customer's gas at the Point(s) of Delivery in effect from time to time hereunder during the relevant period, or (2) to the extent that the quantity of gas required to meet such "high priority-use requirements" and/or "emergency situation" exceeds such Customer's firm contractual rights hereunder.
- 7.5 Curtailment Compliance.
- A. Without regard to any other remedy provided by law or by the provisions hereof, Pipeline shall be entitled to seek at any time or from time to time an order from the Commission or any other appropriate tribunal requiring compliance with curtailment or interruption ordered by Pipeline in compliance with this Section 7 or any directive from any governmental authority having jurisdiction in the premises.
 - B. All quantities taken by Customer in violation of Pipeline's curtailment or interruption orders shall constitute unauthorized deliveries for which a charge of the higher of \$25.00 or three times the

Penalty Index Price per dekatherm shall be assessed. Pipeline will provide Customer reasonable notice of such curtailment or interruption orders, and if Customer adjusts its takes within such notice period then no charge, as provided for herein, shall be assessed.

7.6 Situation Reports and Notices. Pipeline shall provide Customer with notice of curtailment or interruption at a time and in a manner that is reasonable under then-existing conditions, and shall in any event confirm in writing the notice given if originally provided by telephone. Customer shall have the responsibility to inform its transporters and all others involved in the transaction, as to any curtailment or interruption.

8. Warranty of Title

Pipeline warrants for itself, its successors and assigns, that it will at the time of delivery have good title to all gas sold by it hereunder, free and clear of all liens, encumbrances and claims whatsoever, that it will at such time of delivery have good right and title to sell said gas as aforesaid, and that it will indemnify Customer and save it harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of adverse claims of any or all persons to said gas. If any such adverse claim is asserted in respect of any of said gas, Customer may retain the purchase price thereof up to the amount of such claim without interest until such claim has been finally determined, as security for the performance of Pipeline's obligations with respect to such claim, or until Pipeline shall have furnished bond to Customer, in an amount and with sureties satisfactory to Customer, to secure Customer with respect to such claim.

9. Superseded Rate Schedules

This Rate Schedule cancels and supersedes Pipeline's former Rate Schedules RQ, CD, ACD, E, and USA.

10. General Terms and Conditions

The General Terms and Conditions of Pipeline's effective FERC Gas Tariff, and any revisions thereof that may be proposed and made effective from time to time hereafter, to the extent not inconsistent with the provisions of the Service Agreement or this Rate Schedule, shall apply to and are made a part of this Rate Schedule. In the event of a conflict among those provisions, the provisions of Pipeline's effective FERC Gas Tariff shall prevail.

GENERAL TERMS AND CONDITIONS
(GT&C)

GENERAL TERMS AND CONDITIONS
Index to Provisions

GT&C SECTION NO.	PROVISION	TARIFF RECORD NO.
1	Definitions	40.2
2	Quality	40.3
3	Measurement	40.4
4	Measuring Equipment	40.5
5	Delivery Pressure	40.6
5A	Receipt Pressure	40.7
6	Billing and Payments	40.8
7	Creditworthiness	40.9
8	Possession of Gas	40.10
9	Warranty of Title	40.11
10	Force Majeure	40.12
11	Curtailment and Interruption	40.13
11A	Requesting and Scheduling Service	40.14
11B	Operational Flow Orders	40.15
11C	Compliance with Certain FERC Regulations	40.16
11D	Reserved	40.17
11E	Aggregation Points	40.18
12	Take-or-Pay Recovery	40.19
13	GRI Voluntary Contribution	40.20
14	FERC Annual Charge Adjustment	40.21
15	Transportation Cost Rate Adjustment	40.22

16	Fuel Retention Percentages	40.23
17	Electric Power Cost Adjustment	40.24
18	Transition Cost Adjustments	40.25
19	Miscellaneous Conditions	40.26
20	Construction of Facilities	40.27
21	Other Service Agreement Provisions	40.28
22	Descriptive Headings	40.29
23	Capacity Release	40.30
24	Right of First Refusal	40.31
25	Off-System Capacity	40.32
26	Electronic Bulletin Board	40.33
27	Extraordinary Gas Losses	40.34
28	Indemnification	40.35
29	Unauthorized Gas	40.36
30	Application of Rate Discounts	40.37
31	Incorporation of NAESB by Reference	40.38
32	Periodic Reports	40.39
33	Carrying Charge Calculations	40.40
34	Transfer of Storage Rights	40.41
35	Conditions Applicable to Storage Services	40.42
36	Discount Terms	40.43
37	Construction of Delivery Tap Facilities	40.44
38	Nonconforming Service Agreements	40.45
39	Negotiated Rates	40.46
40	Imbalance Netting and Trading	40.47

41	Unauthorized Overrun and Penalty Crediting	40.48
42	Operational Sales of Gas	40.49
43	Allocation of Unsubscribed Firm Capacity	40.50
44	Capacity Reserved for Expansion Projects	40.51
45	Reservation Charge Crediting	40.52

GENERAL TERMS AND CONDITIONS
Definitions
Section 1

1. Definitions

1.1 General Definitions

- A. "British Thermal Unit" or "Btu" shall mean 1,055.056 joules.
- B. "Business Day" shall mean Monday through Friday, excluding Federal Banking Holidays for transactions in the U.S., and similar holidays for transactions occurring in Canada and Mexico.
- C. "Commission" or "FERC" shall mean the Federal Energy Regulatory Commission, or any successor agency having jurisdiction over the provisions of Pipeline's Tariff.
- D. "Commodity Charge" or "Usage Charge" is a rate payable per unit of throughput.
- E. "Contract Year" shall mean the period of twelve consecutive months beginning on November 1 of any calendar year and ending on October 31 of the next succeeding year.
- F. "Customer" shall refer to any person or entity taking service under this Tariff. Customer shall also mean "Buyer" or "Shipper." For the purposes of Sections 12 and 18.1 of the General Terms and Conditions, Customer also includes any former customer that took service under Pipeline's FERC Gas Tariff, First Revised Volume No. 1, and that has assigned its services on Pipeline to third parties.
- G. "Day" or "Gas Day" shall mean a period of 24 consecutive hours beginning and ending with 9 a.m. Central Clock Time; standard time for the gas day is 9 a.m. to 9 a.m. Central Clock Time.
- H. "Delivered," for purposes of Billing and Payments hereunder, shall mean scheduled and confirmed by Pipeline. "Deliver" or "Delivered" for other purposes shall refer to the physical transfer of custody of natural gas to or from Pipeline.
- I. "Delivery Point" shall mean the point(s) listed in Customer's executed Service Agreement or as otherwise provided in the Tariff, at which Pipeline may deliver gas to Customer or for Customer's account.
- J. "Demand Charge" or "Reservation Charge" is a rate payable over Customer's stated billing units as a fixed charge.
- K. "Designated Site" shall mean an address for the receipt and delivery of North American Energy Standards Board ("NAESB") standardized data sets, which is accessible via the public Internet.
- L. "Dt" shall mean dekatherm and shall be the quantity of heat energy equal to 1,000,000 Btus.
- M. "EBB" shall mean Pipeline's Electronic Bulletin Board. The EBB consists of two component web sites, the Informational Postings web site and the Customer Activities web site, which is available to Dekaflow™ System Users, as set forth in Section 26.1.B. of the General Terms and Conditions.
- N. "Firm Customer" shall mean a Customer executing a service agreement with Pipeline under one of Pipeline's firm rate schedules.

- O. "Interest," unless otherwise specifically defined herein, shall mean interest calculated in the method and at the rate prescribed by the Commission in 18 C.F.R. Section 154.501(d).
- P. "Market Center Points" shall be North Point and South Point.
- Q. "Maximum Annual Entitlement to Firm Service" shall refer to MATQ or Storage Capacity, as appropriate.
- R. "Maximum Daily Entitlement to Firm Service" shall refer to MDTQ or Storage Demand, as appropriate.
- S. "Mcf" shall mean one thousand (1,000) cubic feet.
- T. "Month" shall mean a period beginning at 9 a.m. Central Clock Time on the first day of the calendar month and ending at 9 a.m. Central Clock Time on the first day of the next succeeding calendar month.
- U. "North Point" shall be the virtual location designated as being downstream of Valley Gate Junction for purposes of nominating and accounting for services under this tariff.
- V. "Operational Flow Order" or "OFO" shall mean an order issued to alleviate conditions that, inter alia, threaten or could threaten the safe operations or integrity of Pipeline's system, or to maintain operations required to provide efficient and reliable firm service.
- W. "Penalty Index Price" shall mean the highest of the midpoint prices for : "Dominion, South Point", "Transco, zone 5 del.", "Transco, zone 6 N.Y." or "Chicago city-gates" as published in Platts Gas Daily for the flow date applicable to the day on which the penalty is incurred. The price associated with the beginning of the Gas Day will be applicable for the entire Gas Day.
- X. "Pipeline" shall mean Dominion Energy Transmission, Inc., formerly known as Dominion Transmission, Inc. or CNG Transmission Corporation. Pipeline shall also mean "Seller" or "Transporter."
- Y. "Primary" points shall mean those receipt or delivery points, as listed in Customer's executed Service Agreement, at which Pipeline has agreed to provide Customer up to a certain quantity of firm transportation service, at a priority that is superior to secondary points or interruptible points for scheduling purposes.
- Z. "Quantity of Gas" shall mean the number of units of gas expressed in dekatherms (Dts) unless otherwise specified.
- AA. "Receipt Point" shall mean the point(s) listed in Customer's executed Service Agreement or as otherwise provided in the Tariff, at which Customer may tender gas to Pipeline for service hereunder.
- AB. "Render" or "Rendition," in the context of billing and payments hereunder, shall mean postmarked if sent by mail, time-stamped if sent by facsimile, or delivered to Customer's Designated Site if sent by electronic communications.
- AC. "Secondary" points shall mean those receipt or delivery points, as listed in Customer's executed Service Agreement, at which Pipeline has agreed to provide Customer up to a certain quantity of transportation service, at a priority that is inferior to primary points, but superior to interruptible points for scheduling purposes.

- AD. "South Point" shall be the virtual location designated as being upstream of Valley Gate Junction for purposes of nominating and accounting for services under this tariff.
- AE. "Straddle Plant" shall be defined as a products extraction or processing facility that straddles Pipeline's transmission system on the inlet and outlet side of such facility.
- AF. "Summer Period" shall mean the period of seven consecutive months beginning on April 1 of any calendar year and ending on October 31 of the same calendar year.
- AG. "Tender" shall mean to physically deliver to Pipeline's facilities for service hereunder.
- AH. "Third Party Storage Service Point" shall mean a telemetered, flow controlled, bi-directional (capable of physically both receiving and delivering gas) interconnection between Pipeline and either: (1) an underground storage facility owned by a third party, or (2) a pipeline lateral owned by a third party, which connects to an underground storage facility that is also owned by the same third party and that is located within twenty miles of the interconnection to Pipeline's facilities.
- AI. "Total Heating Value" shall mean the number of British thermal units produced by the combustion, at constant pressure, of the amount of anhydrous gas which would occupy a volume of one cubic foot at a temperature of sixty (60) degrees F and dry and under an absolute pressure of 14.73 pounds per square inch, equivalent to 101.325 kPa and 15 degrees C, and dry, with air of the same temperature and pressure as the gas, when the products of combustion are cooled to the initial temperature of gas and air, and when the water formed by combustion is condensed to the liquid state. The standardized reporting basis for gigacalorie shall be 1.035646 Kg/cm² and 15.6 degrees C and dry.
- AJ. "Unauthorized Gas" shall mean all gas introduced, whether intentionally or otherwise, into any of Pipeline's facilities without express authorization from Pipeline, which is not otherwise subject to any Service Agreement under Pipeline's Tariff that authorizes the introduction of such gas.
- AK. "Winter Period" shall mean the period of five consecutive months beginning on November 1 of any calendar year and ending on March 31 of the next succeeding calendar year.

1.2 Definitions Applicable to Rate Schedules MCS, IT, FT, and FTNN

- A. "Maximum Annual Transportation Quantity" or "MATQ" shall mean the total quantity of gas that Pipeline is required to receive and transport and that Customer is entitled to tender and receive under Customer's executed service agreement in any calendar year, excluding any quantities received at a physical receipt point or storage point and redelivered to a Market Center Point pursuant to Section 11A.4.G.
- B. "Maximum Daily Transportation Quantity" or "MDTQ" shall mean the total quantity of gas that Pipeline is required to receive and transport and that Customer is entitled to tender and receive under Customer's executed service agreement in any Day excluding any makeup quantities that Pipeline has agreed to receive and transport, and further excluding any quantities received at a physical receipt point or storage point and redelivered to a Market Center Point pursuant to Section 11A.4.G.
- C. "Customer's Transporter" shall mean an entity that delivers gas from Pipeline's facilities to Customer, or for Customer's account.

1.3 Definitions Applicable to Rate Schedules GSS and GSS-E. Throughout this tariff, where Pipeline lists Rate Schedule GSS as a rate schedule to which a certain provision applies, that list should be read to include both the Part 284 and the Section 7(c) versions of these rate schedules, unless expressly otherwise limited.

- A. "Storage Capacity" shall mean the maximum quantity of gas that Customer is entitled to store in Pipeline's underground storage facilities.
- B. "Storage Demand" shall mean the maximum quantity of gas that Customer is entitled to withdraw from Pipeline's underground storage facilities in any Day when no Withdrawal Entitlement Limitations are imposed.
- C. "Storage Gas Balance" shall mean the quantity of natural gas held by Pipeline for Customer's account at any given point in time under a particular Service Agreement.
- D. "Storage Year" shall mean the one-year period beginning April 1 of any year and ending on March 31 of the following year.
- E. "Withdrawal Entitlement Limitations" shall refer to the reductions placed on withdrawal entitlements in Sections 8.4, 8.5, and 8.6 of Rate Schedule GSS, Sections 8.3, 8.4, and 8.5 of Rate Schedule GSS-E, and Section 11B.3 of the General Terms and Conditions.

GENERAL TERMS AND CONDITIONS

Quality Section 2

2. Quality
- 2.1 Quality Specifications Applicable to All Deliveries of Gas. All gas delivered by Pipeline to Customer at the Delivery Points shall have a total heating value of not less than 967 Btu per cubic foot. The gas delivered by Pipeline to Customer shall be commercially free from objectionable odors, dust, or other solid or liquid matters which might interfere with the merchantability of the gas or cause injury to or interference with proper operation of the lines, regulators, meters, or other appliances through which the gas flows. The assurances of this Section 2.1 notwithstanding, Pipeline and Customer acknowledge that quantities delivered directly from Pipeline's Transmission Wet System are field quality gas, which has not been treated or processed and therefore may not, at all times, meet the quality specifications of this Section 2.1.
- 2.2 Quality Specifications Applicable To All Receipts Of Gas. All gas delivered by Customer to Pipeline at the Receipt Points shall conform to the following specifications.
- A. Hydrogen Sulfide and Total Sulfur: The gas shall contain not more than one quarter (1/4) grain of hydrogen sulfide per one hundred cubic feet and not more than twenty grains total sulfur or sulfur compounds per one hundred cubic feet.
 - B. Carbon Dioxide and Nitrogen: The gas shall contain not more than three percent by volume of carbon dioxide, not more than four percent by volume of nitrogen, and shall contain not more than five percent by volume of combined nonhydrocarbon gases including, but not limited to, carbon dioxide, nitrogen and oxygen.
 - C. Oxygen: The gas shall not contain in excess of two-tenths of one percent by volume of oxygen, and the parties agree to exercise every reasonable effort to keep the gas completely free of oxygen.
 - D. Dust, Gums, etc.: The gas shall be free of objectionable odors, dust, gum, dirt, impurities and other solid or liquid or hazardous matter which might interfere with its merchantability or cause injury to or interfere with proper operation of the facilities, lines, regulators, meters or other appliances through which it flows.
 - E. Bacteria: The gas and any associated liquids shall not contain any active bacteria or bacterial agent capable of contributing to or causing operational problems. Bacteria or bacterial agents include, but is not limited to, sulfate reducing bacteria (SRB) and acid producing bacteria (APB). If evidence of bacteria is discovered, Customer shall, upon Pipeline's request, test for bacteria or bacterial agents. Such tests shall be conducted on samples taken from the meter run or other appurtenant piping using American Petroleum Institute (API) test method API-RP38 or any other test method acceptable to Pipeline which is currently available or may become available at any time during the term of the Service Agreement.
- 2.3 Liquids, Heating Value, Water Vapor. Hydrocarbon and water vapor content of gas varies throughout segments of Pipeline's system based on the function of each segment. The quality of the gas delivered by Customer to Pipeline must be free of liquids and similar in hydrocarbon and water vapor content with the gas typically existing in the segment of Pipeline's pipeline into which Customer makes delivery, as set forth below:

- A. Transmission Dry System. Gas received by Pipeline at Receipt Points in Pipeline's Transmission Dry System, which shall include all facilities not included as part of Pipeline's Transmission Wet System described in Section 2.3.B. below:
1. shall be free of water and hydrocarbons in liquid form at the temperature and pressure at which the gas is delivered; and shall not contain any hydrocarbons which might condense to free liquids in Pipeline's system under normal conditions;
 2. shall have a Total Heating Value which is not less than 967 Btu per cubic foot, and which does not exceed 1100 Btu per cubic foot;
 3. shall not contain more than seven pounds of water in vapor phase per one million cubic feet;
 4. shall not contain more than twelve percent (12.0%) ethanes and heavy hydrocarbons (C2+) by volume; and
 5. shall have a Wobbe Number of not more than 1400 (calculated using the Total Heating Value, dry, under standard conditions at 14.73 psia at 60 degrees Fahrenheit based on the following mathematical definition):

THV / Sqrt SGas,

Where:

THV = Total Heating Value (Btu / standard cubic feet)

SGas = Specific Gravity, and

Sqrt = Square Root of.

- B. Transmission Wet System. The facilities classified as Pipeline's Transmission Wet System shall be those facilities that are upstream of a processing facility, and shall be posted on Pipeline's EBB. Gas received by Pipeline at Receipt Points in Pipeline's Transmission Wet System:
1. shall have a Total Heating Value which is not less than 1100 Btu per cubic foot; and
 2. shall be free of water and hydrocarbons in liquid form at the temperature and pressure at which the gas is delivered; and
 3. shall not contain more than twenty pounds of water in vapor phase per one million cubic feet.

2.4 Processing.

- A. Pipeline may remove or permit the removal of moisture, impurities, helium, natural gasoline, butane, propane, and any other hydrocarbons except methane prior to delivery of gas to Customer. Pipeline may subject, or permit the subjection of, the gas to compression, cooling, cleaning and other processes.
- B. At all times, any and all liquid or liquefiable hydrocarbons, or any other constituent or by-product recovered from the gas by Pipeline, after delivery of gas to Pipeline shall be and remain the exclusive property of Pipeline unless mutually agreed to by Pipeline and Customer.
- C. Gas Received on Transmission Wet System:
1. Gas received on Pipeline's Transmission Wet System that moves through a Straddle Plant shall be processed at such Straddle Plant. Pipeline shall not schedule gas on the

Transmission Wet System if Customer does not provide evidence, at Pipeline's request, that Customer has entered into a gas processing agreement with the operator of that Straddle Plant.

2. If gas is comingled prior to delivery or at a Receipt Point or Pod (as defined in GT&C Section 11E.1) on Pipeline's Transmission Wet System that moves through a Straddle Plant, then the operator of such Receipt Point or Pod shall be responsible for either entering into a processing agreement or processing such gas at the applicable Straddle Plant covering all of the quantities flowing through the meter at the Receipt Point or Pod. Quantities associated with the applicable processing retainage will be attributed to the owner/operator of the Straddle Plant to the extent such owner/operator provides Pipeline the necessary documentation.
3. Nothing in this Section shall be construed to preclude a Customer from processing gas or having gas processed prior to delivery of its gas to Pipeline.

2.5 Non-Conformance.

- A. If the gas offered for delivery or receipt hereunder shall fail at any time to conform to any of these quality provisions, then Pipeline shall notify Customer, and Pipeline may, at its option, refuse to accept delivery pending correction. Upon Customer's failure promptly to remedy any deficiency in quality as specified in Subsections 2.1 or 2.2 above, then Pipeline may accept delivery of such gas and may make changes necessary to bring such gas into conformity with such specifications, and Customer shall reimburse Pipeline for any reasonable expense incurred by it in effecting such changes.
- B. Possession and Indemnification. Pipeline shall not be considered to have taken possession of gas where the gas is not the quality described in Section 2 of the General Terms and Conditions of this Tariff. If Customer delivers gas of non-conforming quality to Pipeline, Customer shall be responsible for, and shall indemnify and hold Pipeline harmless from, any damages or liability for injury to, or death of persons or damage to property of Pipeline or third persons resulting there from. Customer shall reimburse Pipeline for any costs, liabilities and expenses incurred by Pipeline as a result of Customer's non-compliance with the provisions of Pipeline's Tariff.

GENERAL TERMS AND CONDITIONS
Measurement
Section 3

3. Measurement
 - 3.1 Measurement Unit. The unit of gas deliverable hereunder shall be one Dt, measured as provided below.
 - 3.2 Quantity and Heating Value Determination. The quantity and heating value of gas received or delivered by Pipeline shall be determined as follows:
 - A. Standardize the reporting basis for BTU as 14.73 psia and 60 degrees F (101.325 kPa at 15 degrees C) and dry. Standardize the reporting basis for gigacalorie as 1.035646 Kg/cm² at 15.6 degrees C and dry. Standardize the reporting basis for gas volumes as cubic foot at standard conditions of 14.73 psia at 60 degrees F and dry. For gas volumes reported in cubic meters, the standard conditions are 101.325 kPa at 15 degrees C and dry.
 - B. The unit of weight for the purpose of measurement shall be one pound mass of gas.
 - C. The average absolute atmospheric pressure shall be assumed to be fourteen and four-tenths pounds to the square inch (14.4 psi), irrespective of actual elevation or location of the Delivery Point above sea level or variations in such atmospheric pressure from time to time.
 - D. The temperature of the gas flowing through meters, when necessary for computing gas quantities, shall be determined for any day by the use of instantaneous temperature measurements applied to measuring equipment, by the use of a properly installed continuous recorder, or by assuming 60 degrees Fahrenheit for low volume meters. When continuous recorders are used, the arithmetic average of the temperature recorded each day shall be used to compute gas quantities.
 - E. The specific gravity of the gas delivered shall be determined for any one Day by the use of instantaneous specific gravity measurements applied to metering instruments, shall be by the use of a continuously recording gravitometer, or by approved methods with such reasonable frequency as is found expedient in practice. The method of test used for the determination of specific gravity, in the absence of continuous recording or instantaneous devices, shall be by the use of an approved gravity instrument or refractational analysis.
 - F. The deviation of gas from Ideal Gas Laws for orifice meters shall be calculated according to the recommendations of the American Gas Association ("A.G.A.") Measurement Committee Report No. 3, entitled "Orifice Metering of Natural Gas," August, 1985, as may be amended or modified from time to time, or by other mutually agreed upon methods. Turbine and displacement meters shall be calculated according to A.G.A. Report No. 7, 1981, as may be amended or modified from time to time, or by other mutually agreed upon methods.
 - G. The Total Heating Value shall be determined by calculations from fractional analysis, or by methods outlined in A.G.A. Measurement Committee Report No. 5, latest edition, or by other mutually agreed upon methods.
 - H. The Dt delivered shall be calculated either by multiplying the Mcf delivered by the Total Heating Value, and dividing the result by 1,000; or by multiplying the pounds mass delivered by the Btu per pound mass, and dividing the result by 1,000,000.

GENERAL TERMS AND CONDITIONS
Measuring Equipment
Section 4

4. Measuring Equipment
- 4.1 Ownership and Operation.
- A. Unless otherwise agreed, Pipeline shall install, operate and maintain, the required measuring station including all necessary appurtenances, at or near Delivery Points. The quantity of gas delivered hereunder shall be measured in accordance with the published recommendations of the A.G.A. as amended or superseded from time to time.
- B. Where Customer and Pipeline so agree, Customer, at the request of Pipeline, will change the charts on the meters at Delivery Points, daily or so frequently as required, and send them promptly by mail to Pipeline without charge or cost to Pipeline.
- C. Notwithstanding the foregoing Sections, Customer will maintain and operate at its own expense displacement meters of standard make and type, at all points where gas is delivered to Customer in accordance with contracts on file as effective rate schedules immediately prior to September 1, 1949, or any superseding contracts that provide for such displacement meters, where said meters are also used to measure gas sold by Customer to individual consumers, notwithstanding inconsistent provisions of Sections 3 and 4 of the General Terms and Conditions of this Tariff.
- D. Customer will furnish Pipeline, on or before the fifth day of each month, an itemized written statement of the quantities of gas delivered to Customer through displacement meters during the regular monthly meter reading period immediately preceding said date.
- 4.2 Check Measurement. Customer may install, maintain and operate, at its own expense, such check measuring equipment as desired, provided that such equipment shall be so installed as not to interfere with the operation of Pipeline's measuring equipment at or near the Delivery Points.
- 4.3 Access to Tests and Records. Pipeline and Customer shall have the right to be present at the time of any installing, reading, cleaning, changing, repairing, inspecting, testing, calibrating or adjusting done in connection with the other's equipment used in measuring or checking the measurement of deliveries hereunder. The records from such equipment shall remain the property of their operator, but upon request each will submit to the other its records and charts, together with calculations therefrom, for inspection and verification, subject to return within ten days after receipt thereof.
- 4.4 Accuracy. All installations of measuring equipment applying to or affecting deliveries hereunder shall be made in such manner as to permit an accurate determination of the quantity of gas delivered and ready verification of the accuracy of measurement. Care shall be exercised in the installation, maintenance and operation of pressure regulating equipment so as to prevent any inaccuracy in the determination of the quantity of gas delivered hereunder.
- 4.5 Failure of Meters. In the event a meter is out of service or registering inaccurately, the quantity of gas delivered hereunder shall be determined:
- A. By using the registration of any check meter or meters installed in accordance with industry practice, and accurately registering; or, in the absence of A.:

- B. By correcting the error if the percentage of error is ascertainable by calibration test or mathematical calculation; or, in the absence of both A. and B. then:
 - C. By estimating the quantity of delivery by deliveries during periods under similar conditions when the meter was registering accurately.
- 4.6 Meter Testing. The accuracy of Pipeline's measuring equipment shall be verified by Pipeline at reasonable intervals, and, if requested, in the presence of representatives of Customer, but Pipeline shall not be required to verify the accuracy of such equipment more frequently than once in any ninety-day period. In the event either party shall notify the other that it desires a special test of any measuring equipment, the parties shall cooperate to secure a prompt verification of the accuracy of such equipment.
- 4.7 Meter Correction. If, upon test, any measuring equipment is found to be in error by not more than 2 percent, previous recordings of such equipment shall be considered accurate in computing deliveries hereunder, but such equipment shall be adjusted at once to record correctly. If, upon test, any measuring equipment shall be found to be inaccurate by an amount exceeding 2 percent at a recording corresponding to the average hourly rate of flow for the period since the last preceding test, then any previous recordings of such equipment shall be corrected to zero error for any period which is known definitely, but in case the period is not known definitely or agreed upon, such correction shall be for a period extending over one-half of the time elapsed since the date of the last test, not exceeding a correction period of six months.
- 4.8 Metering Record Preservation. Pipeline shall preserve on microfilm or otherwise for a period of at least three years all test data, charts and other similar records.
- 4.9 Measurement data corrections should be processed within six months of the production month with a three-month rebuttal period. This standard shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not otherwise be diminished by this standard. Mutual agreement between parties, legal decisions, and regulatory guidance may be necessary to determine if the event qualifies for an extension of the above time periods.

GENERAL TERMS AND CONDITIONS
Delivery Pressure
Section 5

- 5. Delivery Pressure
- 5.1 Pipeline will use due care and diligence to maintain such uniform pressures at delivery point(s) as may reasonably be required by Customer, but the maximum pressure at which Pipeline may be required to deliver gas to Customer shall be that specified in the Service Agreement between Pipeline and Customer.
- 5.2 Unless otherwise agreed in the executed Service Agreement, all quantities of gas delivered by Pipeline for Customer at Delivery Points shall be made at the pressure existing in Pipeline's facilities.

GENERAL TERMS AND CONDITIONS
Receipt Pressure
Section 5A

5A. Receipt Pressure

- 5A.1 Unless otherwise agreed in the executed Service Agreement, all quantities of gas receipt by Pipeline from Customer at Receipt Points shall be at the pressure existing in Pipeline's facilities.
- 5A.2 If mutually agreed upon by Pipeline and Customer, the Service Agreement between Pipeline and Customer may state the minimum or mutually negotiated receipt pressures at which Pipeline is required to accept Customer's gas, and where necessary, upon specified conditions, Pipeline will agree to such receipt pressures on a not unduly discriminatory basis, provided there is no adverse effect on Pipeline's system. Pipeline will not agree to any receipt pressure that will render it unable to meet its existing firm obligations, and upon request, will provide a written explanation to the customer explaining the operational basis for rejecting any receipt pressure request. Pipeline will post on its EBB agreed upon minimum receipt pressures, and any applicable operating conditions.

GENERAL TERMS AND CONDITIONS
Billing and Payments
Section 6

6. Billing and Payments
- 6.1 Pipeline shall render bills and imbalance statements on or before the ninth Business Day of each month for all services hereunder in accordance with the executed Service Agreement. Rendered is defined as postmarked (as applicable), time-stamped, and delivered (made available) to the designated site.
- 6.2 Both Pipeline and Customer shall have the right to examine, at reasonable times, books, records and charts of the other to the extent necessary to verify the accuracy of any statement, charge or computation made under or pursuant to any of the provisions of this Tariff.
- 6.3 The sequence of gas passed through the meter for billing purposes shall be as stated in Section 11A.4, below; except:
- A. When Pipeline is providing service under Rate Schedule FTNN to Customer at city gate interconnections that are not covered by a DPO agreement where Pipeline is also delivering gas for others under different Rate Schedules, Pipeline shall determine Customer's monthly bill as follows:
1. Pipeline shall first determine what, if any, quantities were delivered at such city gate interconnections for other customers under Rate Schedule FT excluding those deliveries to Replacement Customers at Primary points under Section 23 of the General Terms and Conditions of this Tariff, and those deliveries under Rate Schedule FT for which the FT Customer and Customer have specifically agreed to exempt the FT Customer from this Section. Within 7 hours, Customer shall provide Pipeline with the actual quantities delivered to such other FT Customers.
 2. Quantities delivered to other FT Customers shall be excluded by Pipeline in determining the flow of gas to Customer at such city gate interconnection.
 3. The remaining sequence of gas passed through the meter for billing purposes shall be as stated in Section 11A.4. below; provided, however, that service under Rate Schedule FTNN shall be deemed last through the meter.
- B. When Pipeline is serving a City gate Delivery Point that is governed by Rate Schedule DPO, Pipeline shall determine Customer's monthly bill as follows:
1. By 4 p.m. Central Clock Time, the DPO shall report to pipeline the actual quantities attributable to each participating City gate Swing Customer for the previous Day.
 2. Pipeline shall allocate reported quantities delivered to such City gate Swing Customers, first to their nominated and scheduled services at the City gate Delivery Point, and then to any unutilized primary point entitlements available under the Subject Service Agreements, pursuant to Rate Schedule CSC.
 3. The remaining sequence of gas through the meter for billing purposes shall be stated in Section 11A.4. below; provided, however, that service under the DPO's Subject Service Agreements shall be deemed last through the meter.
- 6.4 Customer agrees to pay Pipeline by wire transfer of federal funds as directed by Pipeline from time to time in writing to Customer unless Pipeline and Customer mutually agree upon a method of payment other than

wire transfer which will result in timely receipt of payment by Pipeline. All payments shall include reference to the related invoice number(s), and are due within ten (10) days of the date Pipeline renders its bill, except when such day is a Saturday, Sunday, or Federal bank holiday, in which case payment is due the following Business Day. Payment shall be made for all services hereunder and billed by Pipeline in a statement for such month, according to the measurements, computations, and prices herein provided.

6.5 Payments.

- A. If Pipeline fails to receive full payment of any portion of any bill for services hereunder, as herein provided when such amount is due, Pipeline shall charge interest each month on the unpaid portion of the bill, which shall accrue at each month's effective FERC interest rate (as prescribed by the Commission under 18 C.F.R. Section 154.501(d)(1)) from the due date until the date that full payment is received by Pipeline. Customer shall submit supporting documentation; Pipeline will attribute payment in accordance with any supporting documentation provided by Customer. If payment differs from the invoiced amount, Customer shall provide remittance detail with the payment.
- B. If such failure to pay continues for thirty days after payment is due, Pipeline, in addition to any other remedy it may have hereunder, may, after any required application to and authorization by the governmental authority having jurisdiction, suspend service until such amount is paid; provided, however, that if Customer in good faith shall dispute the amount of any such bill or parts thereof and shall pay to Pipeline such amounts as Customer concedes to be correct and provide documentation identifying the basis for the dispute, and at any time thereafter, within thirty days of a demand made by Pipeline, Customer shall furnish a good and sufficient surety bond to secure payment to Pipeline of the amount ultimately found due upon such bills after a final determination which may be reached either by mutual agreement or court judgment, then Pipeline shall not be entitled to suspend service on account of such disputed claim while so secured.
- C. To the extent that Customer prevails in a legitimate billing dispute after Pipeline demanded and Customer obtained a surety bond to avoid suspension of service, Pipeline shall reimburse Customer for the reasonable and customary costs of obtaining such a surety bond in the amount required to secure the disputed payments to Pipeline.

6.6 Delay in rendition of a bill should not excuse Customer from its obligation to pay for services provided by Pipeline under this Tariff. If rendition of a bill to Customer by Pipeline to Customer by Pipeline is delayed after the ninth Business Day of the month, then the time of payment shall be extended accordingly, unless Customer is responsible for such delay.

6.7 Prior period adjustment time limits are six months from the date of the initial transportation invoice and seven months from the date of the initial sales invoice with a three-month rebuttal period, excluding government-required rate changes. This standard shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not otherwise be diminished by this Section 6.7. Mutual agreement between parties, legal decisions, and regulatory guidance may be necessary to determine if the event qualifies for an extension of the above time periods.

GENERAL TERMS AND CONDITIONS
Creditworthiness
Section 7

7. Creditworthiness

Pipeline shall not be required to commence service or to continue service for any Customer who fails to meet the creditworthiness criteria set forth in Section 7.1 acceptable to Pipeline.

7.1 Acceptable creditworthiness is demonstrated by meeting the following criteria:

- A. At Pipeline's request, each Customer must properly complete and sign a "Confidential Request for Certain Credit & Financial Information," supplied by Pipeline, which shall include Customer's legal structure; its officers, partners, or proprietors, its previous suppliers; trade references; bank references; recent financial statements; and other credit information considered relevant by Pipeline. The results of reference checks must show that Customer's obligations are being paid on a reasonably prompt basis and that the Customer has sufficient assets to warrant the extension of unsecured credit. This form is not required on subsequent requests for service unless there is a substantial change in Customer's financial or operational conditions, i.e., change in management, change in ownership. Trade and bank references must be provided annually.
- B. At Pipeline's request, Customer must provide its most recent audited twelve month financial statements (including balance sheet, income statement, cash flow statement and accompanying notes) on an annual basis. If audited financial statements are not available, then Customer must provide an attestation by its chief financial officer that the information shown in the unaudited statements submitted is true, correct and a fair representation of Customer's financial condition. Annual reports, 10-K reports, filings with regulatory agencies and any reports from credit reporting agencies which are available will be analyzed. Current financial information must be provided not less than annually for purposes of determining creditworthiness. Pipeline shall apply consistent evaluative practices to determine acceptability of the Customer's overall financial condition, working capital and profitability trends.
- C. Customer must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Customer who is a debtor in possession operating under Chapter XI of the Federal Bankruptcy Act, but only with adequate assurances that the billing will be paid promptly as a cost of administration under the federal court's jurisdiction.
- D. Customer should not be subject to the uncertainty of pending liquidation or regulatory proceedings in state or federal courts which could cause a substantial deterioration in its financial condition, which could cause a condition of insolvency, or the ability to exist as an ongoing business entity.
- E. No significant collection lawsuits or judgements are outstanding which would seriously reflect upon the business entity's ability to remain solvent.
- F. If any of the events or actions described in Sections 7.1.C., 7.1.D., & 7.1.E. above shall be initiated or imposed during the terms of service hereunder, Customer shall provide notification thereof to Pipeline within two (2) working days of any such initiated or imposed event or action.
- G. If Customer has an ongoing business relationship with Pipeline, no delinquent balances should be consistently outstanding for billings made previously by Pipeline and Customer must have paid its account in the past according to the establish terms and not made deductions or withheld payment for claims not authorized by contract.

H. A new credit appraisal shall not be conducted when an existing contract is amended or a request for a new contract is made unless the Customer's payment history with Pipeline has not been satisfactory or there is a bona fide basis for questioning Customer's creditworthiness.

7.2 If a Customer fails to demonstrate creditworthiness prior to receiving service, or after service has commenced, such Customer may still obtain service hereunder if it elects one of the following options:

- A. to provide a security deposit equal to three (3) months' service to be deposited into an interest bearing escrow account; or
- B. to make a payment in advance for three (3) months' service; or
- C. to provide a standby irrevocable letter of credit drawn upon a bank acceptable to Pipeline; or
- D. to provide a guarantee by a person or another entity which satisfies the credit appraisal; or
- E. to provide such other security as is mutually acceptable to both Pipeline and Customer.

GENERAL TERMS AND CONDITIONS
Possession of Gas
Section 8

8. Possession of Gas
- 8.1 As between Pipeline and Customer, Pipeline shall be deemed to control and possess gas deliverable hereunder upon receipt of such gas at the Receipt Point, until it is delivered to Customer or for Customer's account, at the Delivery Point. And, as between Pipeline and Customer, Customer shall be deemed to control and possess the gas prior to such receipt by Pipeline and after such delivery to Customer or for Customer's account.
- 8.2 Subject to the provisions of Section 2 of the General Terms and Conditions of this Tariff, Pipeline shall have no responsibility with respect to any gas deliverable hereunder until it is delivered into the facilities of Pipeline, or on account of anything which may be done, happen or arise with respect to such gas before such delivery and Pipeline shall have no responsibility with respect to such gas after its delivery to Customer or for Customer's Account or on account of anything which may be done, happen or arise with respect to such gas after such delivery.

GENERAL TERMS AND CONDITIONS
Warranty of Title
Section 9

9. Warranty of Title

Customer warrants that Customer, its principal or its successors and assigns will at the time of delivery to Pipeline have good and merchantable title to or good right to deliver all gas delivered, free and clear of all liens, encumbrances and claims whatsoever, Customer will indemnify Pipeline and hold it harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses of any kind arising from or out of adverse claims of any or all persons to said gas, including claims for any royalties, taxes, license fees or charges applicable to such gas or to the delivery thereof to Pipeline for service hereunder.

GENERAL TERMS AND CONDITIONS
Force Majeure
Section 10

10. Force Majeure

- 10.1 In the event of either party being rendered unable wholly or in part by force majeure to carry out its obligations, other than the obligation to make payment of amounts accrued and due hereunder at the time thereof, it is agreed that on such party's giving notice and full particulars of such force majeure to the other party by written notice, electronic transmission, telephone, Pipeline's information system, or other means, within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such force majeure, shall be suspended during the continuance of any inability so caused, but for no longer period, and such cause shall so far as possible be remedied with all reasonable dispatch. Neither party shall be liable in damages to the other for any act, omission, or circumstances occasioned by or in consequence of force majeure.
- 10.2 The term "force majeure" as employed herein shall include, but not be limited to, acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, arrests and priority limitation or restraining orders of any kind of the government of the United States or a State or of any civil or military entity, civil or military disturbances, explosions, breakage, accidents or unscheduled or emergency repairs to machinery or lines of pipe, freezing of wells or lines or pipe, partial or entire failure of natural gas wells including storage wells, partial or entire failure of natural gas reservoirs, including storage reservoirs, inability to obtain or unavoidable delay in obtaining material and equipment, and any other causes, whether of the kind herein enumerated or otherwise, not reasonably within the control of the party claiming suspension, which by due diligence such party is unable to overcome.

GENERAL TERMS AND CONDITIONS
Curtailment and Interruption
Section 11

11. Curtailment and Interruption

- 11.1 Curtailment and Interruption Procedures for Storage and Transportation Services. Pipeline shall have the right to curtail, interrupt or discontinue service in whole or in part on all or a portion of its system from time to time and at any time for reasons of force majeure or when necessary, in Pipeline's reasonable judgment, to meet its system operating requirements or other service obligations. Customer shall indemnify Pipeline from and against any and all losses, damages or expenses of every kind and character which Pipeline or Customer may suffer, sustain or be liable for and hold Pipeline harmless from and against any and all damages, claims, suits, actions or proceedings whatsoever threatened or initiated as a result of any curtailment or interruption invoked by Pipeline in accordance with Pipeline's curtailment tariff provisions and any curtailment orders of the Commission, or as a result of the Customer's failure to comply with such curtailment or interruption order; provided that Pipeline will not be indemnified to the extent of its own negligence, willful misconduct, or fraud in causing such damage or liability.
- 11.2 Force Majeure Curtailment. Pipeline may interrupt, discontinue or curtail deliveries of gas at any time, without liability to those affected, if required in Pipeline's judgment by weather, the necessity for repairs, operating changes or other Force Majeure conditions, as defined in Section 10.2 above, upon such notice as is reasonable under the circumstances. In any such curtailment, quantities of gas deliverable under sales, storage, or transportation rate schedules by Pipeline to Customer on a firm basis shall take priority over quantities of gas deliverable by Pipeline to Customer on an interruptible basis. So far as operating conditions will permit, available natural gas shall be dispatched in as equitable a manner as possible.
- 11.3 In the event any services are curtailed or interrupted hereunder for reasons other than those covered in Section 11.2., above, Pipeline shall reduce scheduled service, to zero, if necessary, in the following order:
- A. All services rendered under Rate Schedule IT or MCS, the interruptible portion of Rate Schedule FT with interruptible rights (e.g. 300-day firm service), and the interruptible portion of firm storage, all to be reduced pro rata based on rate paid.
 - B. Remaining scheduled firm service under Pipeline's firm Rate Schedules, pro rata based on Maximum Daily Entitlement.
- 11.4 Pipeline's system operates through a series of displacement deliveries. Often, interruptible receipts support firm deliveries and firm receipts support interruptible deliveries. Pipeline reserves the right to maintain receipt of flowing supply to mitigate the curtailment of firm deliveries, with Customer consent, when such Customer is delivering interruptible quantities at a critical Receipt Point on Pipeline's system and if curtailing interruptible quantities at this point would mean that firm quantities would also need to be curtailed. Pipeline may keep the interruptible quantities flowing in order to make the firm deliveries until the firm supply could be brought to the critical point on Pipeline's system. Information concerning the availability of any such flowing supply will be posted on the electronic bulletin board. The curtailed Customer and the owner of the gas will be responsible for negotiating the terms and compensation of any diversion with the Customer to whom gas was diverted. Such compensation must be reasonable.
- 11.5 Voluntary Relinquishment. Any Customer may, at any time, voluntarily relinquish any quantities of gas to which such Customer would otherwise be entitled under the curtailment program. Pipeline shall take such relinquished quantities into account in determining the total amount to be curtailed in accordance with Section 11.4.
- 11.6 Curtailment Compliance.

- A. Without regard to any other remedy provided by law or by the provisions hereof, Pipeline shall be entitled to seek an order from the Commission or any other appropriate tribunal requiring compliance with curtailment or interruption ordered by Pipeline in compliance with this Section 11 or any directive from any governmental authority having jurisdiction in the premises.
- B. All quantities taken by Customer in violation of Pipeline's curtailment or interruption orders shall constitute unauthorized receipts or deliveries for which a per Dt charge equal to the higher of \$25 or three times the Penalty Index Price shall be assessed. Pipeline will provide Customer reasonable notice of such curtailment or interruption orders and Customer shall be permitted 3 hours, or such lesser time as is required to protect the integrity of Pipeline's system, to reduce its tenders or takes in compliance with the curtailment interruption orders. If Customer adjusts its tenders or takes within such notice period then no charge, as provided for herein, shall be assessed.

11.7 Situation Reports and Notices.

- A. Pipeline shall provide Customer with notice of curtailment or interruption at a time and in a manner that is reasonably prudent under then existing conditions, and shall in any event confirm in writing the notice given if originally provided telephonically.
- B. Customer shall have the responsibility to inform its suppliers, other transporters and all others involved in the transaction, as to any curtailment or interruption.

11.8 It is recognized that Pipeline's capacity may be limited on a system-wide basis, on a segment-by-segment basis, or on a rate schedule basis. The curtailment procedures and priorities set forth in this Section 11 shall apply to system-wide, segment-by-segment, and rate schedule limitations or curtailments, insofar as is possible. Nothing herein shall require Pipeline to curtail, for any reason, in one area of its system, or under one rate schedule, if such curtailment would not, at Pipeline's sole discretion, serve to alleviate a curtailment condition elsewhere on its system or would not allow service to higher priority customers.

GENERAL TERMS AND CONDITIONS
Requesting and Scheduling Service
Section 11A

GT&C SECTION NO.	DESCRIPTION	TARIFF RECORD NO.
11A.1	Requests for Service	40.14.1
11A.2	Contracting for Service	40.14.2
11A.3	Nominations	40.14.3
11A.4	Scheduling	40.14.4
11A.5	Allocation of Receipts and Deliveries	40.14.5
11A.6	Routine Maintenance	40.14.6

GENERAL TERMS AND CONDITIONS
Requesting and Scheduling Service
Requests for Service
Section 11A.1

11A. Requesting and Scheduling Service

11A.1 Requests for Service.

- A. All potential Customers requesting to contract for new transportation or storage service under any applicable interruptible rate schedule contained in this Tariff and all Customer requests to increase MDDO or to add a new Primary Point of Receipt or Delivery under Customer's existing firm Service Agreement or increase an entitlement at any such point, must make a valid request for such service pursuant to the terms of this Section 11A. All potential Customers requesting to contract for new transportation or storage service using available firm capacity under any applicable firm rate schedule contained in this Tariff must bid for such service in response to a posting described in GT&C Sections 23, 24, or 43 and any capacity or entitlements made available through a posting pursuant to GT&C Sections 23, 24 or 43 shall be awarded only under the terms of that posting. All potential Customers requesting to contract for new transportation or storage service under any applicable rate schedule contained in this Tariff using capacity that Pipeline must construct in the future must respond to any open season that Pipeline announces, or, if no open season is announced, then customer must submit a valid request for such service pursuant to the terms of this Section 11A. Pipeline shall be under no obligation to construct facilities to perform open access transportation except as provided for in GT&C Section 37.
- B. The following shall be deemed "new transportation or storage service":
1. New service under Rate Schedules FT, FTNN, IT, MCS, GSS, GSS-E, or ISS;
 2. An increase in Customer's MDTQ, MATQ, Storage Demand, or Storage Capacity;
 3. An extension or renewal of a Service Agreement not eligible for a right of first refusal ("ROFR") as described in GT&C Section 24 that has or will expire and terminate by its own terms;
 4. Adding new Delivery Points to an existing interruptible Service Agreement.
- C. The following requests shall not be deemed "new transportation or storage service":
1. An extension of the term of a Service Agreement that contains an "evergreen clause" or that otherwise provides for automatic renewal or extension of service or that is eligible for ROFR protections as described in GT&C Section 24;
 2. Amendments of a Service Agreement in respects not identified in Section 11A.1.B;
 3. Adding a new Primary Point of Receipt or Delivery under an existing firm Service Agreement or increasing an entitlement at any such point.
- D. A valid request pursuant to section 11A.1.A shall include the following information:
1. The name, address, and telephone number of the person requesting service and the person to contact for additional information;

2. The type of service requested, whether firm service using yet-to-be constructed capacity or interruptible (Pipeline shall not accept request for firm service using available capacity because such capacity shall be sold exclusively through the procedures described in GT&C Section 43);
 3. The maximum daily quantity of gas for which service is requested for firm transportation or the MDTQ; and the maximum annual quantity of gas for which service is requested or the MATQ; and for storage, the Storage Demand and Storage Capacity entitlements;
 4. For firm service, the Primary Points of Receipt into Pipeline's system, stated with such specificity that Pipeline may identify them, and the maximum daily quantities at each such point (the sum of which may not exceed the total maximum daily quantity of service requested);
 5. For firm service, the Primary Points of Delivery at which Pipeline is to deliver gas, stated with such specificity that Pipeline may identify them, and the maximum daily quantity at each such point (the sum of which may not exceed the total maximum daily quantity of service requested);
 6. The name, address, and telephone number of the entity taking gas at the Delivery Point(s);
 7. The dates that service is requested to commence and terminate;
 8. Certification by Customer that it or its principal will have title to, or good right to deliver or cause to be delivered, the gas to be received by Pipeline for service and that all necessary arrangements on upstream and/or downstream transporters will be made;
- E. All valid requests for storage and transportation service using yet-to-be constructed capacity shall be recorded, in order received, in a log maintained in Pipeline's Richmond, Virginia, offices, open to public inspection. Such requests will not be deemed as bids for capacity. Any bid for capacity must be submitted pursuant to GT&C Sections 24 and 43.
- F. Requests for service under Pipeline's capacity release program must also comply with the provisions of GT&C Section 23.
- G. Conversion to Part 284 Service. Customers receiving individually- certificated service from Pipeline under Part 157 of the Commission's regulations may seek to convert their entire contract entitlement to a corresponding level of service under 18 C.F.R. Part 284. Pipeline will consider requests individually, to determine whether service reasonably may be rendered consistent with requirements of Part 284. Customers seeking to convert service under this Section must notify Pipeline in writing.
1. Upon the effective date of conversion, subject to Pipeline's receipt of all necessary Commission approval related to such conversion, the parties' rights and obligations to service under the Part 157 service agreement shall cease and be abandoned, and future rights and obligations to service shall be governed by a Service Agreement under Pipeline's applicable Part 284 Rate Schedule(s).
 2. Unless otherwise agreed by Pipeline, the rate to be paid by converting Customer and the conditions applicable to Part 284 service shall be as follows:
 - a. Customers whose rates for service under Part 157 are less than or equal to Pipeline's maximum rates for service under Part 284 will pay Pipeline's maximum applicable Part 284 rates, including all applicable fuel provisions and surcharges.

- b. Customers whose rates for service under Part 157 are greater than Pipeline's maximum rates for service under Part 284, or whose terms of service differ from Pipeline's existing Part 284 Rate Schedules, may convert to Part 284 service only upon Pipeline receipt of all necessary Commission authorizations to establish a new Part 284 rate schedule or to change existing Part 284 rate schedule(s), reflecting equivalent incremental rate and fuel provisions, all surcharges applicable to Pipeline's Part 284 services, and appropriate terms and conditions of service, if applicable.

GENERAL TERMS AND CONDITIONS
Requesting and Scheduling Service
Contracting for Service
Section 11A.2

11A. Requesting and Scheduling Service

11A.2 Contracting for Service

- A. Upon approval of a valid request for service pursuant to Section 11A.1.A, Pipeline shall offer the requesting Customer a contract for service that conforms to the form of Service Agreement contained in Pipeline's Tariff.
- B. Customer shall execute the Service Agreement and return it to Pipeline within fifteen Business Days of receipt of Service Agreement from Pipeline, or within such other time period agreed to by Pipeline on a not unduly discriminatory basis. If Customer fails to return an executed Service Agreement within the deadline, Pipeline's offer shall be withdrawn, and Customer's request shall be void.
- C. Bids for firm service using Pipeline's available capacity shall be processed in accordance with GT&C Sections 23, 24, and 43.
- D. Information Required For Service Authorized Under Section 311 of the Natural Gas Policy Act To Commence or Continue:
 - 1. Prior to the commencement of service authorized by 18 C.F.R. Section 284.102(d), which allows interstate pipelines to transport gas for certain customers of local distribution companies and intrastate pipeline companies, the affected local distribution company or intrastate pipeline company must certify to Pipeline that:
 - a. the intrastate pipeline or local distribution company has physical custody of and transports the natural gas at some point; or
 - b. the intrastate pipeline or local distribution company holds title to the natural gas at some point, which may occur prior to, during, or after the time that the gas is being transported by the interstate pipeline, for a purpose related to its status and functions as an intrastate pipeline or its status and functions as a local distribution company; or
 - c. the gas is delivered at some point to a customer that either is located in a local distribution company's service area or is physically able to receive direct deliveries of gas from an intrastate pipeline, and that local distribution company or intrastate pipeline certifies that it is on its behalf that the interstate pipeline is providing transportation service.
 - 2. Upon execution of the contract, Customer must identify the name of the entity or entities which will ultimately receive the gas to be transported or stored for direct end use or system supply, respectively, and provide verification that such entities have executed purchase contracts related to the gas to be transported.
 - 3. Upon commencement of service, Customer shall identify all participating upstream and downstream transporters and upstream processors.

GENERAL TERMS AND CONDITIONS
Requesting and Scheduling Service
Nominations
Section 11A.3

11A. Requesting and Scheduling Service

11A.3 Nominations.

- A. Customer shall nominate the total daily quantity to be received or delivered by Pipeline to Customer, or for Customer's account, under all rate schedules, at the Receipt and Delivery Points set forth in each Service Agreement between Pipeline and Customer. All nominations should include Customer-defined begin dates and end dates. All nominations excluding Intraday nominations should have roll-over options. Specifically, Customers may nominate for several days, months, or years, provided the nomination begin and end dates are within the term of Customer's Service Agreement. Overrun quantities must be requested in a separate transaction. Such nominations shall be in uniform daily quantities. All nominations are considered original nominations, and must be replaced to be changed. When a nomination for a date range is received, each day within that range is considered an original nomination. When a subsequent nomination is received for one or more days within that range, the previous nomination is superseded by the subsequent nomination only to the extent of the days specified. The days of the previous nomination outside the range of the subsequent nomination are unaffected. Nominations have a prospective effect only. An Intraday nomination may be used to request an increase or decrease in total flow or to change receipt or delivery points, within Customer's entitlements under the applicable Service Agreement and Rate Schedule. An Intraday nomination shall run through the end of the affected Day only. An Intraday nomination must be based on a daily quantity within Customer's remaining contract entitlement and must reflect a quantity not less than the amount that has already flowed for the affected Day. Unless notified through Pipeline's EBB of a later nomination deadline, whether Customer's or a third party's electronic communication mechanism is used, the following standard nomination cycles are applicable plus two additional cycles.
1. The Timely Nomination Cycle: 1:00 pm for nominations leaving control of the nominating party; 1:15 pm for receipt of nominations by the transporter including from Title Transfer Tracking Service Providers (TTTSPs); 1:30 pm to send Quick Response; 4:30 pm for receipt of completed confirmations by transporter from upstream and downstream connected parties; 5:00 pm for receipt of scheduled quantities by shipper and point operator (central clock time on the Day prior to flow).
 2. The Evening Nomination Cycle: 6:00 pm for nominations leaving control of the nominating party; 6:15 pm for receipt of nominations by the transporter including from TTTSPs; 6:30 pm to send Quick Response; 8:30 pm for receipt of completed confirmations by transporter from upstream and downstream connected parties; 9:00 pm for Transportation Service Provider to provide scheduled quantities to affected shippers and point operators, and to provide scheduled quantities to bumped parties (notice to bumped parties), (central clock time on the Day prior to flow). Scheduled quantities resulting from an Evening Nomination that does not cause another Service Requester on the subject Transportation Service Provider to receive notice that it is being bumped should be effective at 9:00 am on Gas Day; and when an Evening Nomination causes another Service Requester on the subject Transportation Service Provider to receive notice that it is being bumped, the scheduled quantities should be effective at 9:00 am on Gas Day.
 3. The Intraday 1 Nomination Cycle: 10:00 am for nominations leaving control of the nominating party; 10:15 am for receipt of nominations by the transporter including from

- TTTSPs; 10:30 am to send Quick Response; 12:30 pm for receipt of completed confirmations by transporter from upstream and downstream connected parties; 1:00 pm for Transportation Service Provider to provide scheduled quantities to affected shippers and point operators, and to provide scheduled quantities to bumped parties (notice to bumped parties), (central clock time on the Gas Day). Scheduled quantities resulting from Intraday 1 Nominations should be effective at 2:00 pm on Gas Day.
4. The Intraday 2 Nomination Cycle: 2:30 pm for nominations leaving control of the nominating party; 2:45 pm for receipt of nominations by the transporter including from TTTSPs; 3:00 pm to send Quick Response; 5:00 pm for receipt of completed confirmations by transporter from upstream and downstream connected parties; 5:30 pm for Transportation Service Provider to provide scheduled quantities to affected shippers and point operators (central clock time on the Gas Day). Scheduled quantities resulting from Intraday 2 Nominations should be effective at 6:00 pm on Gas Day.
 5. The Intraday 3 Nomination Cycle: 7:00 pm for nominations leaving control of the nominating party; 7:15 pm for receipt of nominations by the transporter including from TTTSPs; 7:30 pm to send Quick Response; 9:30 pm for receipt of completed confirmations by transporter from upstream and downstream connected parties; 10:00 pm for Transportation Service Provider to provide scheduled quantities to affected shippers and point operators (central clock time on Gas Day). Scheduled quantities resulting from Intraday 3 Nominations should be effective at 10:00 pm on Gas Day. Bumping is not allowed during the Intraday 3 Nomination Cycle.
 6. For purposes of Section 11A.3.A.2 through Section 11A.3.A.5, "provide" shall mean, for transmittals pursuant to standards 1.4.x, receipt at the designated site, and for purposes of other forms of transmittal, it shall mean send or post.
- B. The quantities to be delivered and billed will equal Customer's scheduled, confirmed nomination, less fuel. Customer's nominations are for gross amounts tendered, including fuel retention. The quantity of gas delivered for Customer's account shall be the quantity of gas nominated by Customer, less applicable fuel retention, as confirmed and agreed to by Pipeline. Pipeline shall calculate fuel retention by subtracting the applicable fuel retention percentage from one, and multiplying the result by the received quantity to determine the delivered quantity. The delivered quantity shall equal the received quantity less the calculated retained fuel quantity.
- C. All nominations must be confirmed by both the upstream and downstream entities that will physically deliver and receive the gas, respectively. Pipeline and the upstream or downstream connecting party, and not Customer, will be responsible to initiate confirmations. Nominations to or from storage points, the Market Center Points or other point shall be confirmed by Pipeline provided that nominated receipts and deliveries at such point are equal and the nominated quantities are within Customers' contractual entitlements, including those established by Section 11A.3.G of the General Terms and Conditions.
- D. Pipeline has no obligation to accept any nomination, in whole or in part, under a particular Service Agreement if Customer's nomination(s) under that Service Agreement exceed(s) the Customer's maximum daily entitlement to service under that Service Agreement; provided, however, that any excess nominations under a firm Service Agreement may be corrected by Customer as part of the procedure established in Section 11A.3.J., below.
- E. Pipeline is not required to schedule any receipts and/or deliveries of gas until it has received:
1. an executed Service Agreement from Customer;

2. an accurate, complete, executed nomination in the form posted on Pipeline's Electronic Bulletin Board; and
 3. for service pursuant to 18 C.F.R. Section 284.102(d)(3), the certification required by Section 11A.2.D, above.
- F. Each Customer is solely responsible for the accuracy of its nominations; Pipeline makes no representation or guarantee that nominations are correct.
- G. The nomination form, submitted in accordance with Pipeline's Tariff, shall represent the maximum quantity of gas eligible for service by Pipeline during the period for which the nomination was submitted or until Customer submits a new nomination, subject to:
1. confirmation by both the upstream and downstream entities that will physically deliver the gas to and receive the gas from Pipeline;
 2. Pipeline adjustment for allocation and scheduling purposes, as provided below; and
 3. the curtailment provisions of Section 11.
- H. Customer will indemnify and hold Pipeline harmless for damages caused by Customer's failure to monitor confirmed nominations; provided, however, that Pipeline will not be indemnified to the extent of its own negligence, willful misconduct, or fraud in causing such damage or liability.
- I. For communications outside the Business Day, Pipeline will post contact information on its electronic bulletin board at all times.
- J. For purposes of this section (11A.3), the following capitalized terms shall have the same meaning as provided in the relevant North American Energy Standards Board standards: Timely Nomination Cycle, Title Transfer Tracking Service Providers (TTTSPs), Quick Response, Transportation Service Provider, Service Requester, Evening Nomination Cycle, Evening Nomination, Intraday 1 Nomination Cycle, Intraday 1 Nomination, Intraday 2 Nomination Cycle, and Intraday 2 Nomination. Customer's nominations are subject to allocation by Pipeline, in accordance with Section 11A.4, below.

GENERAL TERMS AND CONDITIONS
Requesting and Scheduling Service
Scheduling
Section 11A.4

11A. Requesting and Scheduling Service

11A.4. Scheduling.

A. Receipt Point Priorities. Pipeline will schedule gas at Receipt Points as follows:

1. First, among firm Customers with confirmed nominations for service at Primary points, up to contractual quantities for such points.
2. Second, among firm Customers with confirmed nominations for service at Secondary points, where such Customers are receiving service under 18 C.F.R. Part 284 or at Receipt Points certificated under Section 7(c) of the Natural Gas Act that are expressly stated to be secondary in nature. Where nominations for any Secondary point exceed available capacity at that point, capacity will be allocated based on quantities actually nominated by Customer for firm service at that point, and confirmed by Pipeline.
3. Third, among firm Customers with confirmed nominations for service at Secondary points, where such Customers are receiving service pursuant to Section 7(c) of the Natural Gas Act at Secondary Receipt Points that have not been expressly certificated but for which Customer has agreed to pay no less than Pipeline's maximum rates and charges under Rate Schedule FT for such service, as set forth in Section 7.3 of Rate Schedule FT, including all applicable surcharges and transition costs.
4. Fourth, among firm Customers with confirmed nominations for service at Secondary points, under an FT-GSS or FTNN-GSS Service Agreement.
5. Fifth, among firm Customers with confirmed nominations for service at Secondary points, under service agreements executed by Pipeline after April 1, 1993, for firm service on less than a 365-day basis.
6. Sixth, among interruptible service Customers under Rate Schedules IT and MCS as follows:
 - a. First, among Customers with confirmed nominations for interruptible service at maximum applicable unit rates. At any point where nominations for interruptible service exceed available capacity at that point, capacity will be allocated pro rata, based on quantities actually nominated by Customer for service at that point and confirmed by Pipeline. For purposes of this Section 11A.4.A, customers paying a Negotiated Rate that exceeds Pipeline's otherwise-applicable Recourse Rate on a per unit basis shall be deemed to pay the Recourse Rate.
 - b. Second, among Customers with confirmed nominations for interruptible service at less than the maximum applicable unit rates, in descending order of applicable unit rate per Dt of service, and allocated on a pro rata basis among any Customers that are paying an equivalent rate per Dt.

- B. Delivery Point Priorities. Deliveries will be made in accordance with nominations that are confirmed and accepted by the entity that physically takes gas at the Delivery Point. Pipeline shall confirm nominations, and determine the flow of gas with the entity physically receiving gas at such

- points. For receipts or deliveries at storage points, the Market Center Points or other points, Pipeline will confirm nominations provided that nominated receipts and deliveries at such point are equal and the nominated quantities are within Customers' contractual entitlements, including those established by Section 11A.3.G of the General Terms and Conditions. Absent such confirmation, Pipeline will not accept receipt of the gas.
- C. No Customer receiving firm service shall lose priority to Pipeline's mainline capacity by adding or changing Primary Receipt Points applicable to that service; provided, however, that:
1. a Customer will not have priority for service at a new Receipt Point over pre-existing Customers of the same class receiving service from that point, and
 2. a Customer adding a new Primary Receipt Point to a firm Service Agreement may not affect the priority of existing Customers using such Receipt Point as a Primary point at the levels specified under existing firm Service Agreements.
- D. Customer will be responsible to monitor information provided by Pipeline in accordance with Section 11A.3.A, above, to determine whether its nominations have been confirmed and scheduled. After nominations have been confirmed and scheduled, if Pipeline is informed of a change that affects Customer's scheduled quantities, Pipeline will post such change on its EBB. Pipeline will inform affected firm service Customers of such changes, by providing notice at the Customer's Designated Site. Customer will be solely responsible for making alterations in Customer's supply and transportation arrangements, which may be necessary as a result of such changes in Customer's service.
- E. If Pipeline determines that it has capacity available for service on its system, or any portion thereof, in excess of that required for delivery of gas scheduled, Pipeline may post for renomination the availability of such capacity on its EBB.
- F. Bumping Scheduled Service.
1. A firm transportation Customer may nominate at a Primary point and bump quantities of gas scheduled by Customers with lesser priority, upon prior notice to Pipeline as required by Section 11A.3.A of the General Terms and Conditions and compliance with all other requirements of the scheduling provisions of this Tariff. The interruptible service Customer shall be notified of its reduction, and whether penalties will apply on the Day its volumes are reduced, in the same manner as set forth in Section 11B.1.E.2 of the General Terms.
 2. A firm transportation Customer receiving service under 18 C.F.R. Part 284 may nominate at a Secondary point and bump quantities of gas scheduled by interruptible Customers using that point, upon 21.5-hours' prior written notice to Pipeline and compliance with all other requirements of the scheduling provisions of Pipeline's Tariff. Intraday nominations at Secondary points may not be utilized to bump scheduled service to interruptible Customers.
 3. Interruptions of lesser priority customers to accommodate higher priority customers at any point will be made in reverse order of Pipeline's queue, as provided in Section 11A.4.A, above; however, once nominations are received and scheduled by Pipeline:
 - a. no Customer scheduled to receive firm service at Secondary points may be interrupted due to a capacity limitation caused by changes in firm service at Secondary points requested through an intra-day nomination by other Customers; and

- b. no Customer scheduled to receive interruptible service may be interrupted due to a capacity limitation caused by a change in interruptible service requested through an intra-day nomination by other Customers.
- 4. If, on any day, Pipeline finds that the capacity of its system, or any portion thereof, is insufficient to deliver all quantities scheduled, or to accept the quantities tendered, capacity shall be allocated in accordance with Pipeline's queue, which is provided in Section 11A.4.A, above.
- 5. If, after the commencement of service, Pipeline determines:
 - a. that supply is not being received by Pipeline for Customer's account at a nominated Receipt Point, Pipeline shall immediately suspend deliveries at Customer's nominated Delivery Points unless Pipeline is required to continue such delivery in accordance with the terms and conditions of Rate Schedule FTNN;
 - b. that Customer is not accepting delivery at a nominated Delivery Point, Pipeline shall immediately suspend receipts at Pipeline's Receipt Point;

G. Market Center Segmentation.

- 1. A Customer taking firm transportation service under Part 284 of the Commission's regulations may elect, subject to the below limitations, to segment its contractual entitlement into two segments as follows:
 - a. Access Rights. One segment designated as the "Access Segment" shall be from the Receipt Point and must be delivered to the applicable Market Center Point. The Access Segment shall have an unlimited MDTQ, shall not be entitled to Secondary Delivery Points, except as described in Section 3.C, below and shall not be subject to otherwise-applicable Usage Charges or fuel retention by Pipeline.
 - b. Delivery Rights. The second segment designated as the "Delivery Segment" shall be from the applicable Market Center Point to Customer's Delivery Point. Utilization of the "Delivery" Segment shall be limited to the available MDTQ of Customer's Service Agreement, and shall be subject to the applicable rates and charges provided thereunder.
- 2. Customer may exercise market center segmentation by making a nomination to utilize the applicable Market Center Point, or by posting and releasing capacity under Section 23 of the General Terms and Conditions. Where market center segmentation is achieved through a capacity release, the Releasing Customer shall be entitled to receive contingent credit for Reservation Charges received by the Pipeline from the Replacement Customer, in accordance with the applicable Bid Agreement. Segmented service entitlements shall be treated as all other services under this tariff for purposes of nomination, scheduling and operational flow orders.
- 3. Applicable and Alternate Market Center Points.
 - a. To the extent that Customer's Primary Receipt Point entitlement is designated as downstream of Valley Gate Junction, the Applicable Market Center Point shall be North Point, and the Alternate Market Center Point shall be South Point.
 - b. To the extent that Customer's Primary Receipt Point entitlement is designated as upstream of Valley Gate Junction the Applicable Market Center Point shall be South Point, and the Alternate Market Center Point shall be North Point.

- c. Holders of Access Segments shall be entitled to utilize the Applicable Market Center Point on a Primary basis, and to utilize the Alternate Market Center Point on a Secondary basis to the extent operationally available, and subject to all other scheduling restrictions as posted on Pipeline's EBB.
4. Nothing in this Section shall be interpreted to preclude Pipeline from issuing an OFO in accordance with Section 11B of the General Terms and Conditions that would have the effect of requiring the tender of gas at the physical receipt point specified in the underlying service agreement to allow Pipeline to meet its firm service obligations.

GENERAL TERMS AND CONDITIONS
Requesting and Scheduling Service
Allocation of Receipts and Deliveries
Section 11A.5

11A. Requesting and Scheduling Service

11A.5. Allocation of Receipts and Deliveries.

- A. Prior to allocation of actual gas flow among nominated services, Pipeline must receive either (1) a Rate Schedule DPO service agreement or (2) a predetermined allocation from the upstream or downstream custody transfer party, consistent with the most current form of PDA from Pipeline's EBB, for flowing gas supply. There is no need to submit a Rate Schedule DPO service agreement or PDAs where Pipeline has an operational balancing agreement in effect for a point. A Rate Schedule DPO service agreement or PDA at the city gate delivery points where Pipeline is providing service under Rate Schedule FTNN must be consistent with Section 6.3, above. Where a PDA applies, only one PDA methodology is to be applied per allocation period.
- B. At points where it interconnects with other pipelines, Pipeline shall determine the flow of gas in accordance with Operational Balancing Agreements (OBAs) between Pipeline and the other pipeline, as applicable. At city gate Delivery Points where Pipeline provides service under Rate Schedules FTNN or DPO, Pipeline shall determine the flow of gas in accordance with Section 6.3, above. At all other points, Pipeline shall determine the flow of gas in accordance with either the provisions of Rate Schedule DPO or Predetermined Allocations (PDAs) among Customers behind such points, as provided by the operator of such points. PDAs will be either ranked, pro rata, percentage, swing, or operator provided value. These determinations shall be made to the extent that such OBAs or PDAs are in effect and made known to Pipeline after or during confirmation and before the start of the Day. Pipeline will provide indication of its receipt of a PDA that has been submitted electronically, within 15 minutes. Based on scheduled nominations, Pipeline will adjust receipts from the party designated by the PDA, who shall be subject to applicable imbalance provisions of this Tariff. If an operator has not entered into a Rate Schedule DPO service agreement with Pipeline and provides no PDA, Pipeline will resort to pro rata allocation of variations between scheduled nominations and actual gas flow.
- C. The time limit for disputes of allocations shall be six months from the date of the initial month-end allocation, with a three-month rebuttal period. This standard shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties' statutory or contractual rights shall not otherwise be diminished by this Section 11A.5.C. Mutual agreement between parties, legal decisions, and regulatory guidance may be necessary to determine if the event qualifies for an extension of the above time periods.

GENERAL TERMS AND CONDITIONS
Requesting and Scheduling Service
Routine Maintenance
Section 11A.6

11A. Requesting and Scheduling Service

11A.6. Routine Maintenance. Pipeline shall have the right to interrupt, or discontinue service in whole or in part on all or a portion of its system from time to time to perform routine repair and maintenance on Pipeline's system as necessary to maintain the operational capability on Pipeline's system or to comply with applicable regulatory requirements. Pipeline shall exercise due diligence to schedule routine repair and maintenance so as to minimize disruptions of service to Customers and shall provide reasonable notice of the same to Customers. In any such disruption, quantities of gas deliverable under sales, storage, or transportation rate schedules by Pipeline to Customer(s) on a firm basis shall take priority over quantities of gas deliverable by Pipeline to Customer on an interruptible basis. So far as operating conditions will permit, available natural gas shall be dispatched in as equitable a manner as possible.

- A. No later than each March 31, Pipeline will provide a projection of routine maintenance scheduled for the upcoming year, from April 1 through March 31, which affects Pipeline's capacity at stated Receipt and Delivery Points. Pipeline may in good faith modify the projected schedule in any manner, at any time during the Contract Year, and will provide notice of any change in the schedule as soon as possible after deciding to make such a change. Pipeline will have no liability if actual maintenance does not conform to the projected annual schedule.
- B. By the 20th of each month, Pipeline will provide a schedule of maintenance for the next month which affects Pipeline's capacity at stated Receipt and Delivery Points, by posting it on the EBB. Such notice will include an estimate of the duration of the maintenance. Pipeline will have no liability if it must modify the schedule or perform additional unscheduled maintenance during the month.

GENERAL TERMS AND CONDITIONS
Operational Flow Orders
Section 11B

GT&C SECTION NO.	DESCRIPTION	TARIFF RECORD NO.
11B.1	OFO - Terms And Conditions	40.15.1
11B.2	OFO - Upstream Capacity	40.15.2
11B.3	OFO - Storage Services	40.15.3
11B.4	OFO - Transportation Service	40.15.4
11B.5	OFO - Penalties	40.15.5
11B.6	OFO - Other Provisions	40.15.6

GENERAL TERMS AND CONDITIONS
Operational Flow Orders
OFO - Terms And Conditions
Section 11B.1

11B. Operational Flow Orders

11B.1 OFO - Terms And Conditions.

- A. Pipeline is a downstream pipeline that operates an integrated system which is dependent upon Pipeline's storage facilities and flowing supply received from upstream pipelines and Appalachian producers to meet the needs of its Customers. In offering unbundled services, Pipeline is complying with the mandate of the FERC in Order Nos. 636 et seq. To maintain Pipeline's system reliability, Pipeline has established the operating terms and conditions set forth in this Section 11B and in other locations throughout this Tariff.
- B. Pipeline will operate its system in a reasonable manner, based upon conditions known to or forecast by Pipeline at the time, maintaining line pack, scheduling maintenance, maintaining storage pool inventories, coordinating receipts and deliveries, and issuing operational flow orders ("OFOs") as needed to maintain system reliability and provide firm services.

Once an operational flow order has been issued, Pipeline will cooperate with the affected Customers to accomplish the results intended by the OFO. So long as Pipeline acts reasonably and in good faith, Pipeline shall not be held liable for any damages whatsoever suffered by Customer or by any third party.

C. Description and Contents of OFOs.

- 1. An OFO shall be an announcement by Pipeline that:
 - a. will advise Customer of operating conditions which may affect its services; examples include but are not limited to circumstances where operating constraints preclude or limit Winter Period injections (Section 7.5 of Rate Schedules GSS and GSS-E) or From Customer's Balance Services (Section 9.8(c) of Rate Schedule FTNN); or
 - b. will direct a Customer or class of Customers to take specific action; examples include but are not limited to OFOs directing a Customer to limit hourly takes (Section 9.5.A of Rate Schedule FTNN) and OFOs directing Customers to deliver specific quantities to Pipeline at specific Receipt Points (Section 11B.2 below).
- 2. Each OFO shall contain the following information:
 - a. time and date of issuance;
 - b. time that OFO is effective;
 - c. duration of OFO (if none is specified, the OFO will remain effective until further notice);
 - d. the Customer(s) or class of Customers affected by the OFO;
 - e. the action, if any, that Customer(s) must take; and

- f. any other information required by the terms of this Tariff.
- D. Conditions Under Which Pipeline May Issue an OFO.
1. General Conditions. Pipeline may issue an OFO in any of the following circumstances:
 - a. to alleviate conditions that threaten the operational integrity of Pipeline's system; or
 - b. to maintain pressures necessary for Pipeline's operations; or
 - c. to insure adequate flowing supplies are delivered to specific Receipt Points on Pipeline's system; or
 - d. to alleviate operational problems arising from overdeliveries or underdeliveries by Customers, in violation of their Service Agreements and/or applicable Rate Schedules.
 2. Specific Instances. Specific instances where Pipeline may issue OFOs are described in detail in Sections 11B.2.D, 11B.3, and 11B.4, below.
 3. If, after commencing operations under unbundled Service Agreements, Pipeline determines that these terms and conditions are inadequate to ensure Pipeline's system integrity, Pipeline reserves the right to file for and establish additional conditions under which Pipeline may issue OFOs as Pipeline deems necessary to preserve its system reliability and maintain service to its Customers.
- E. How Pipeline May Issue OFOs.
1. Pipeline shall issue an OFO by posting the OFO on its Electronic Bulletin Board ("EBB"). Customer shall monitor Pipeline's EBB for any OFO applicable to customer's service and shall be solely responsible for compliance with each OFO.
 2. In addition to Section E.1 above, Pipeline shall directly communicate an OFO to an affected firm Customer at Customer's Designated Site, unless Pipeline and Customer have agreed upon other commercially reasonable means of communication, when the OFO is applicable on a Customer-specific basis or otherwise directly affects such Customer. Each firm Customer shall provide Pipeline with the name, fax number, telephone number, and e-mail address of a contact person or persons available on a twenty-four hour basis.
 3. The factors resulting in the issuance of an OFO and OFO advisory will be posted on Pipeline's EBB within one week after issuance.
 4. An OFO or OFO advisory will be cancelled when the conditions that created the need for the OFO or OFO advisory have been resolved.
- F. Within 14 days of rescinding any OFO advisory or OFO issued hereunder, Pipeline will post on its EBB a report containing information regarding the factors that caused the OFO advisory or OFO to be issued and then lifted. In any report, Pipeline will describe in detail the circumstances that caused the issuance of the OFO advisory or OFO, the steps taken to alleviate the circumstances, and the changes that occurred to resolve the conditions that created the need for the OFO advisory or OFO.

GENERAL TERMS AND CONDITIONS
Operational Flow Orders
OFO - Upstream Capacity
Section 11B.2

11B. Operational Flow Orders

11B.2 OFO - Upstream Capacity.

A. Permanent Assignment of Pipeline's Upstream Capacity.

1. Pipeline will transfer to its Customers the capacity rights available to Pipeline on upstream pipelines to Customers, except as provided herein. Each of Pipeline's Receipt Points where Customer has been allocated such upstream capacity shall be specified as a Primary Receipt Point under Customer's firm transportation Service Agreement under Rate Schedule FT or FTNN. As a condition of every such assignment, Pipeline will retain the right to require Customer to deliver supply at any of Pipeline's Receipt Points at which the Customer has received an assignment of Pipeline's upstream pipeline capacity, if Pipeline issues an operational flow order ("OFO") requiring such delivery. Each Customer will ensure that it has sufficient flexibility with its suppliers to respond to Pipeline's OFOs.
2. All operating terms and conditions will apply to upstream capacity made available by Customer on a temporary basis under any capacity release or capacity assignment program. Customer will remain fully responsible for compliance with all operating terms of this Section 11B, regardless of the temporary assignment of capacity on upstream pipelines. Failure to comply will result in imposition of penalties as described in Section 11B.5., below.
3. Each Customer receiving a permanent assignment of Pipeline's upstream pipeline capacity and corresponding Service Agreements must maintain such Service Agreements in full force and effect, with deliveries to Pipeline continuing at the assigned Receipt Points, at the assigned quantities, unless: (1) the Customer seeking to permanently assign, release, or terminate capacity (a) has reached mutual agreement with Pipeline that such Customer will reduce its peak day and annual storage and transportation entitlements on Pipeline by an offsetting quantity, or (b) has proposed to replace the deliveries by the upstream pipeline with equivalent deliveries at a point acceptable to Pipeline; and (2) Pipeline's system can operate at the current level of reliability to all firm Customers without such capacity or with the use of the proposed substitute capacity; and (3) any permanently assigned, released, or terminated capacity is offered first to Pipeline's Customers.
4. All upstream capacity permanently assigned to Pipeline's converting Customers is intended to serve Pipeline's market existing at the time of the assignment. Any permanent assignment or release of such capacity to incremental markets must be approved by Pipeline after review of the operational implications of such assignments.
5. Pipeline will respond to requests by Customer under Sections 11B.2.A.3. and 11B.2.A.4. within thirty business days of Customer's request; Pipeline and Customer will cooperate and act in good faith in determining the applicability of the standards defined in those provisions. If no resolution is achieved within sixty days of Customer's original request, Customer may institute a proceeding before the Commission to resolve the matter. This provision shall not limit Pipeline's right to fully participate in any such proceeding, and to take such positions as may be, in Pipeline's sole discretion, necessary and appropriate to protect Pipeline's interests.

- B. Pipeline Control of Capacity. Pipeline will retain the following market area transportation services on upstream pipelines:
1. Tennessee Gas Pipeline Company ("Tennessee")
 - a. Pipeline will arrange for firm transportation service as permitted by the October 5, 1999, Stipulation & Agreement in Docket No. RP00-15.
 - b. After the "TCRA Settlement Period" as defined in Article III of the RP00-15 Settlement, costs of transportation provided by Tennessee for Pipeline between Zone 3 and 5 will be rolled into Pipeline rates and allocated to all firm transportation Customers.
 2. Texas Eastern Transmission Corporation ("Texas Eastern"):
 - a. Pipeline will arrange for 20,762 Dt per day of firm transportation service on Texas Eastern from the Oakford interconnection between Pipeline and Texas Eastern's to Texas Eastern Zone M3 delivery points.
 - b. Customers shall deliver gas to Pipeline at Oakford, pursuant to Section 11B.2.D. below.
 - c. Pipeline will be responsible for dispatching gas from Texas Eastern between Texas Eastern's Zone M2 and Zone M3, as required by Pipeline for operations.
 - d. Costs of transportation provided by Texas Eastern from Zone M2 to Zone M3 will be rolled into and allocated to all firm transportation Customers.
- C. Pipeline will use good faith efforts to maximize the use of capacity retained under Section 11B.2.B, as follows:
1. No Customer's right to release capacity under a firm transportation Service Agreement shall be affected by Pipeline's use of the retained capacity to effect receipts and deliveries under such Service Agreement. Pipeline shall nominate and dispatch its retained capacity in the same manner for Replacement Customers as for Releasing Customers.
 2. Secondary receipt points applicable to the retained capacity under Pipeline's firm transportation service agreements with Tennessee and Texas Eastern shall be available as Secondary Receipt Points under Customers' firm transportation Service Agreements with Pipeline, in accordance with Section 6 of Rate Schedules FT and FTNN. Upon Customer request, Pipeline shall nominate receipts at secondary receipt points on Tennessee or Texas Eastern, for gas delivered by Customer to such Secondary Receipt Point. Pipeline shall also make all nominations and dispatching arrangements to effect deliveries to Customer's Delivery Points.
 3. During any period when (1) Pipeline's firm service Customers have not nominated quantities sufficient to fill the capacity retained under Section 11B.2.B, above, and (2) Pipeline does not require use of all such capacity to provide firm services to its customers, Pipeline will use good faith efforts to maximize the use of such retained capacity, as follows:
 - a. Pipeline will post a notice on the appropriate pipeline electronic bulletin board(s), setting forth the firm or recallable retained transportation capacity that Pipeline

anticipates will be available for release during the upcoming month at receipt and delivery points on the upstream pipeline, pursuant to the capacity release provisions of the applicable upstream pipeline FERC Gas Tariff(s). This notice will be posted a sufficient number of days in advance so that a Replacement Customer can link the capacity it is awarded with a release of capacity further upstream on Tennessee or Texas Eastern, as the case may be, for flow on the first day of the upcoming month. Prior to such posting, Pipeline will use reasonable efforts to notify Customers of the availability of retained capacity for release, and to enter into prearranged capacity release transactions for capacity with such customers. Any Replacement Customer may nominate receipts and deliveries at any Primary or Secondary point permitted by the upstream pipeline tariff provisions and service agreement(s) applicable to the retained capacity.

- b. On a daily basis when applicable, Pipeline shall post a notice on the appropriate pipeline EBB stating any changes from its last notice regarding the availability for release of firm or recallable firm capacity retained on Tennessee or Texas Eastern.
 - c. Pipeline will use good faith reasonable efforts to coordinate its release of retained capacity with the release by Customer of capacity further upstream on Tennessee or Texas Eastern, as the case may be, so that a Replacement Customer receiving such released capacity may link the upstream Tennessee or Texas Eastern capacity with Pipeline's released market area capacity. These efforts will include working with Customers both through pre-arranged deals and direct EBB postings.
4. Pipeline will also retain and arrange other firm market-area transportation services, as listed in Section 15 below.
 5. Pipeline will make a good faith effort to enter into dispatching arrangements with Texas Eastern and Tennessee.

D. Deliveries of Gas Operationally Required by Pipeline.

1. Pipeline shall have the right to issue operational flow orders ("OFOs") requiring Customers to deliver gas to Pipeline at Customer's Primary Receipt Points under Customer's firm transportation Service Agreement with Pipeline, to the extent and up to the quantities that Customer and any Replacement Customer has nominated for delivery by Pipeline. This Section 11B.2.D shall apply to firm transportation capacity that Customers have received as a result of conversions from sales to firm transportation, and includes any Replacement Customers under Section 23 of the General Terms and Conditions of this Tariff.
2. By the 22nd of the month, Pipeline shall issue OFOs to Customers specifying the minimum quantities required by Pipeline to be delivered during the following month at specific Receipt Points, or in the case of Pipeline's receipt points located North of Pipeline's Valley Gate Junction, specifying any changes in quantities required by Pipeline for the following month.
3. If the quantities of natural gas nominated to and scheduled by Pipeline for receipt from all Customers, both firm and interruptible, requesting service at those points do not equal the minimum quantities specified in the OFO, the deficiency in the required quantities will be allocated among Customers with such points as Primary Receipt Points under firm transportation Service Agreements and such Customers must ensure delivery of such quantities at such points; provided, however, that Customer and any Replacement Customer shall not be required to schedule more gas than Customer's

total nominated quantities for delivery by Pipeline. Such allocation will be based upon assigned capacity at that Receipt Point.

4. If any Customer is not delivering full contractual quantities to Pipeline at any primary Receipt Point, Pipeline may issue an OFO during any month to increase the required flow at any such point by providing Customer the prior notice required under Pipeline's scheduling provisions; provided, however, that Customer and any Replacement Customer shall not be required to schedule more gas than Customer's total nominated quantities for delivery by Pipeline. Such OFOs will be issued only if required operationally in light of all anticipated receipts of gas.
5. Specific Instances. Conditions under which Pipeline may issue an OFO under this section shall include, but are not limited to:
 - a. any instance in which Pipeline is not receiving the minimum quantities of gas at such Receipt Point, as specified in the OFO issued under Section 11B.2.D.; or
 - b. any instance in which Pipeline has received notice of increased requirements served through use of such point pursuant to Sections 11B.2.E.2.b. and 11B.2.F.2.b. below; or
 - c. instances in which changes or anticipated changes in weather on any part of Pipeline's system have or could create an operational need for additional quantities at the Receipt Points specified by Pipeline; or
 - d. instances in which Pipeline's receipt of such additional quantities are necessary for Pipeline to render any firm services to any Customer at such Customer's Primary Receipt and Delivery Points, in accordance with the terms and conditions of this Tariff.
6. If quantities of natural gas nominated to and scheduled by Pipeline for receipt at a Delivery Point are in excess of the quantities specified in the OFO issued pursuant to Section 11B.2.D. above, or exceed the physical capacity of the market served at that point, Pipeline may issue an OFO reducing receipts to a level that Pipeline can operationally accept.
7. Pipeline will provide immediate notice of the termination of an OFO or a decrease in required quantities under any effective OFO.

E. Deliveries to Pipeline's North of Valley ("NOV") Segment

1. Pipeline allocated the following NOV capacities to Customers:
 - a. Transcontinental Gas Pipe Line Corporation ("Transco") (Leidy Interconnect). Total firm capacity of 74,052 Dt per day (former Transco Rate Schedule X-56).
 - b. Appalachian Pooling North Point (Appalachian Aggregation Point). Total firm capacity of up to 50,000 Dt per day.
2. Winter Operations.
 - a. Those Customers that have geographic markets served primarily through the eligible pipeline interconnects identified in Section 11B.2.E.2.c, below, must notify Pipeline by 7:00 a.m. CCT (8:00 a.m. Eastern Clock Time) on the last working day of the month of quantities that they anticipate will be required at those

interconnects during the following month. Customers may change quantities at such interconnects during the month upon the standard nomination notice to Pipeline, subject to confirmation by Pipeline from the upstream pipeline or supplier of any increase in quantities. Pipeline may issue an OFO requiring a longer notice period, up to a maximum of 48 hours.

- b. In addition to firm quantities, Pipeline may permit scheduling of interruptible supplies, subject to capacity, storage and market conditions.
 - c. Eligible Interconnects. Between Pipeline and Tennessee: Brookview, Hopewell, and East Avon.
3. Summer Operations. Pipeline may issue OFOs in accordance with Section 11B.2.D, above, provided, however, that nothing in any OFO shall relieve Customers of the obligation to tender gas for storage injection at the receipt points specified in the storage service agreement.

F. Deliveries to Pipeline's Central Segment

1. Central Capacities Allocated to Customers:
 - a. All Texas Eastern Zone M2 interconnects. Total firm capacity of 578,997 Dt per day.
 - b. Texas Gas/ANR Interconnect at Lebanon. Total firm capacity of 296,427 Dt per day.
2. Winter Operations.
 - a. Pipeline may issue operational flow orders to Customers in accordance with Section 11B.2.D., above.
 - b. Those Customers that have geographic markets served primarily through the eligible pipeline interconnects identified in Section 11B.2.F.2.d. must notify Pipeline by 7:00 a.m. CCT (8:00 a.m. Eastern Clock Time) on the last working day of the month of quantities that they anticipate will be required at those interconnects during the following month. Customers may change quantities at such interconnects during the month upon the standard nomination notice to Pipeline, subject to confirmation by Pipeline from the upstream pipeline or supplier of any increase in quantities. Pipeline may issue an OFO requiring a longer notice period, up to a maximum of 48 hours.
 - c. In addition to firm quantities, Pipeline may permit scheduling of interruptible supplies, subject to capacity, storage and market conditions.
 - d. Eligible Interconnects between Pipeline and Tennessee: Pittsburgh Terminal and Cochranton.
3. Summer Operations. Pipeline may issue any OFOs to Customers in accordance with Section 11B.2.D., above.

G. Deliveries to Pipeline's Southern Segment

1. Pipeline shall allocate the following Southern Capacity to Customers: Tennessee Zone 3 (Cornwell and Institute Interconnects). Total firm capacity of 631,200 Dt per day.

2. Winter Operations.
 - a. Pipeline may issue OFOs to Customers in accordance with Section 11B.2.D, above.
 - b. In addition to firm quantities, Pipeline may permit scheduling of interruptible supplies, subject to capacity, storage and market conditions.
3. Summer Operations. Pipeline may issue any OFOs to Customers in accordance with Section 11B.2.D, above.

GENERAL TERMS AND CONDITIONS
Operational Flow Orders
OFO - Storage Services
Section 11B.3

11B. Operational Flow Orders

11B.3 OFO - Storage Services.

- A. Compliance with Rate Schedules. Customers shall be subject to and comply with all terms and conditions set forth in Pipeline's Rate Schedules GSS, GSS-E, and ISS.
1. Specific Instances. A Customer receiving service under Rate Schedules GSS, GSS-E, or ISS may also be subject to OFOs issued by Pipeline:
 - a. to alleviate conditions that threaten the operational integrity of Pipeline's system;
 - b. to maintain pressures necessary for Pipeline's operations;
 - c. to ensure adequate flowing supplies are delivered to specific Receipt Points on Pipeline's system;
 - d. to alleviate operational problems arising from overdeliveries or underdeliveries by Customer in violation of its Service Agreement and/or applicable Rate Schedule;
 - e. to prevent damage to Pipeline's storage pools;
 - f. when Pipeline's operations do not permit Pipeline to physically inject into its high-deliverability storage pools during the Winter Period;
 - g. when Pipeline experiences or forecasts three consecutive days where Customers withdraw maximum or near-maximum quantities from storage;
 - h. when Pipeline's storage pool deliverabilities have declined to a level that may jeopardize Pipeline's ability to perform firm services if transfers of injection rights, withdrawal rights, or inventory occur;
 - i. when a transfer of injection rights, withdrawal rights or inventory would cause Pipeline to issue an OFO to other Customers;
 - j. when a transfer of injection rights, withdrawal rights, or inventory could cause Pipeline to curtail firm services to any Customer; or
 - k. when Pipeline cannot make "From Customer's Balance" deliveries without impeding Pipeline's performance of its firm service obligations or imposing additional OFOs on Pipeline's System.
 2. Upon the issuance of an OFO, Customer must take the actions set forth in the OFO, which may include, but are not limited to, the following actions:
 - a. Customer's injections into storage during the Winter Period may be limited by Pipeline;
 - b. Customer may be required to receive and/or deliver gas at Primary points;

- c. Customer may be required to fully utilize all of its firm transportation capacity on Pipeline before withdrawing gas from storage;
 - d. Customer may be required to reduce its withdrawals from storage (applies only where Customer's Storage Demand is equal to or greater than 1/60th of Customer's Storage Capacity);
 - e. Customer's transfer of injection and withdrawal entitlements may be limited;
 - f. Customer may not be able to receive "From Customer's Balance" deliveries; and
 - g. Customer's off-system capacity releases may be terminated.
- B. Winter Injections. During any Winter Period, Pipeline may issue an operational flow order ("OFO") limiting Customer injections into storage when: Pipeline's operations do not permit Pipeline to physically inject into its high deliverability storage pools.
- C. Preservation of Storage Operations. Pipeline's storage pools cannot provide maximum deliverability for unlimited time periods. Therefore, in the event that Pipeline determines that action is necessary to prevent damage to its storage pools or to ensure the operational integrity of Pipeline's system, Pipeline may issue the following OFOs, in sequence, as necessary to preserve firm service to firm Customers:
1. Prior to issuing an operational flow order under this Section 11B.3.C., Pipeline shall issue any operational flow order permitted under any other provision of this Tariff which, in Pipeline's judgment, could alleviate, in whole or in part, the operational limitations that Pipeline is experiencing;
 2. Pipeline may issue an operational flow order limiting all Customers to receipts and deliveries at Primary points;
 3. If Pipeline experiences or forecasts three consecutive days where customers, in the aggregate, withdraw maximum or near maximum quantities, Pipeline may issue an operational flow order terminating all capacity releases by on-system customers to off-system customers, within 24 hours;
 4. Pipeline may issue an operational flow order under Section 11B.4., below, requiring each Customer at a given Receipt Point to be fully utilizing all of its firm transportation capacity on Pipeline prior to being entitled to withdraw quantities from storage, and failure to comply with such must-flow order will subject Customer to the provisions of Section 11B.5., below; and
 5. Pipeline may issue an operational flow order limiting Customer withdrawals from storage, as follows:
 - a. Any operational flow order under this Section 11B.3.C.5. shall apply only to storage service provided by Pipeline where Customer's Storage Demand is equal to or greater than 1/60th of Customer's Storage Capacity.
 - b. Upon 48 hours' prior notice, Pipeline may issue an OFO limiting a Customer to the following maximum or near-maximum withdrawal days during any month for which an operational flow order under this Section 11B.3.C. is effective:

- January A total of 18 days, but no more than 9 days during any 15 consecutive days. (Including days of the preceding and following months).
- February A total of 18 days, but no more than 9 days during any 15 consecutive days. (Including days of the preceding and following months).
- March A total of 12 days, but no more than 6 days during any 15 consecutive days. (Including days of the preceding and following months).

- c. For purposes of this Section 11B, a maximum withdrawal is the maximum quantity that Customer is entitled to withdraw on any day, as determined under Section 8 of Rate Schedules GSS and GSS-E. A near- maximum withdrawal is any withdrawal less than one hundred percent but greater than eighty-seven percent of Customer's maximum withdrawal.
- d. On any Day that an OFO under this Section 11B.3.C.5. is in effect, Customer shall have the right to withdraw the amounts specified in such OFO.

D. Limitation of Transfers.

- 1. During any Winter Period, Pipeline may issue an operational flow order limiting or prohibiting transfers of injection rights, withdrawal rights, or inventory by Customer where:
 - a. Pipeline's storage pool deliverabilities, in the aggregate or in any segment, have declined to such a level that, in Pipeline's discretion, a transfer may jeopardize Pipeline's ability to perform firm service to any Customer; or
 - b. the transfer could cause Pipeline to issue an operational flow order under Section 11B.2 above and require Customers to deliver additional quantities at specified receipt points, or issue an OFO under Section 11B.3.C., above, to preserve storage operations; or
 - c. the transfer could require Pipeline to curtail firm services to any Customer.
- 2. Pipeline may issue an OFO under this Section limiting transfers before receiving notice of a transfer, after receiving notice of a transfer, or during the period that a transfer is taking place.

E. Limitation of Availability of "From Customer's Balance" Deliveries. During any Winter Period Pipeline may issue an OFO notifying Customer that Pipeline will not make "From Customer's Balance" deliveries available under Rate Schedules GSS and ISS, when storage inventories in Pipeline's storage pools are below the levels that would enable Pipeline to provide such service without impeding Pipeline's performance of its firm service obligations or imposing additional OFOs on Pipeline's system. Before issuing an OFO under this Section 11B.3.E., Pipeline will stop accepting nominations for interruptible services, to the extent that refusing such nominations, in whole or in part, will alleviate the conditions that are causing Pipeline to issue this flow order.

F. Pipeline shall retain the right to make withdrawals from storage as necessary to create linepack sufficient for Pipeline to effect deliveries to Customers.

GENERAL TERMS AND CONDITIONS
Operational Flow Orders
OFO - Transportation Service
Section 11B.4

11B. Operational Flow Orders

11B.4 OFO - Transportation Service.

- A. In the event that one or more Customers receiving service under Rate Schedules FT, FTNN, IT and/or MCS are overdelivering or underdelivering gas in violation of the applicable terms and conditions of their Rate Schedules, Pipeline may issue an operational flow order ("OFO") to maintain or restore a balance on Pipeline's system to protect Pipeline's system integrity and allow Pipeline to satisfy its firm service obligations.
1. Specific Instances. A Customer receiving under Rate Schedule FT, FTNN, IT and/or MCS may be subject to OFOs issued by Pipeline:
 - a. to alleviate conditions that threaten the operational integrity of Pipeline's system;
 - b. to maintain pressures necessary for Pipeline's operations;
 - c. to ensure adequate flowing supplies are delivered to specific Receipt Points on Pipeline's system;
 - d. to alleviate operational problems arising from overdeliveries or underdeliveries by Customer in violation of its Service Agreement and/or applicable Rate Schedule;
 - e. Customers under Rate Schedule FT and FTNN may also be subject to OFOs issued by Pipeline:
 - (1) when Pipeline experiences or forecasts three consecutive days where Customers withdraw maximum or near-maximum quantities from storage; or
 - (2) when necessary to prevent damage to Pipeline's storage pools.
 - f. Customers may also be subject to OFOs issued by Pipeline:
 - (1) when hourly takes by Customer at any Delivery Point are in excess of quantities that Pipeline can handle; or
 - (2) when conditions of Pipeline's system preclude use of "From Customer's Balance" provisions to replace supplies
 2. Pipeline may issue such OFOs when excess deliveries by Customers:
 - a. cannot be tolerated operationally because Pipeline's storage pools are full; or
 - b. jeopardize Pipeline's ability to receive gas for injection as required by Pipeline's Service Agreements and this Tariff; or

- c. cannot be tolerated operationally because markets directly connected to a receipt point cannot accept the quantities nominated for delivery for any reason, including changes in weather.
 3. Pipeline may issue such OFOs when insufficient deliveries by Customers:
 - a. may cause Pipeline to issue an OFO under Section 11B.3. above; or
 - b. cannot be tolerated operationally because Pipeline's storage pools are depleted below the levels required for Pipeline to manage such insufficient deliveries without limiting firm services to other Customers or imposing additional OFOs on Pipeline's system; or
 - c. cannot be tolerated operationally because one or more Customers have failed to comply with an OFO issued under Section 11B.2. above; or
 - d. cannot be tolerated operationally because markets directly connected to a new receipt point require deliveries of additional quantities for any reason, including changes in weather.
 4. Upon the issuance of an order under this Section 11B.4, Customer must take the actions stated in the OFO. These actions may include, but are not limited to, the actions listed below.
 - a. Customer may be required to deliver supply at any of Pipeline's Receipt Points at which Customer has received an assignment of Pipeline's upstream capacity;
 - b. Customer may be required to deliver gas to Pipeline at the Primary Receipt Points under Customer's firm transportation Service Agreement;
 - c. Customer may be required to use its allocated North of Valley ("NOV") capacity to deliver full contract quantities to Pipeline at allocated Receipt Points during each day of a Winter Period or any portion thereof;
 - d. Customer may be required to conform or to equalize its receipts of gas from Pipeline to Customer's confirmed, scheduled nominations in accordance with the applicable transportation service Rate Schedule;
 - e. Customer's off system capacity releases may be terminated; and
 - f. Customer may be limited to receipts and deliveries at Primary points.
 - g. Customers may also be:
 - (1) required to limit hourly quantities received from Pipeline at any Delivery Point; and /or
 - (2) barred from using "From Customer's Balance" quantities to replace lost supplies.
- B. Pipeline may issue an OFO under this Section 11B.4. to apply to Pipeline's system in whole or in part.
- C. Such OFO will be issued first to Customers under Rate Schedule IT or MCS who have excess or insufficient deliveries, then to such Customers who have excess or insufficient deliveries under

Rate Schedules FT and/or FTNN. During any period that an OFO under this Section 11B.4. is in effect:

1. Any Customer receiving service only under Rate Schedules FT, IT, or MCS must conform its receipts of gas from Pipeline to Customer's confirmed, scheduled nominations of gas being physically received by Pipeline.
 2. Any Customer receiving service under both Rate Schedule FT and a Storage Rate Schedule (GSS, GSS-E, and/or ISS) must conform its receipts of gas from Pipeline to Customer's confirmed, scheduled nominations of gas being physically received by Pipeline; provided, however, that such Customers may elect to inject overdeliveries of transportation gas into storage and to withdraw underdeliveries of gas from storage, to the extent authorized under the applicable Service Agreements and Storage Rate Schedules.
 3. Any Customer receiving service under Rate Schedule FTNN will conform to the OFO by equalizing receipts and deliveries within the requirements of Rate Schedule FTNN.
- D. During the period that the OFO is in effect, Customer will pay a penalty per Dt equal to the higher of \$10.00 or two times the Penalty Index Price:
1. for each Dt received by Pipeline for Customer's account in excess of 102 percent of the deliveries by Pipeline to Customer including injections into storage for Customer's account, in cases where the OFO prohibits overdeliveries to Pipeline; and
 2. for each Dt delivered by Pipeline to Customer in excess of 102 percent of Customer's confirmed, scheduled nominations being physically received by Pipeline, including withdrawals from storage, in cases where the OFO prohibits overdeliveries from Pipeline.
- E. The penalties established in 11B.4.D. above shall be in lieu of the overrun charges established in Rate Schedules FT and FTNN and the excess withdrawal penalties in Rate Schedules GSS, GSS-E, and ISS.
- F. Customer shall provide Pipeline with the name, fax number, telephone number, and e-mail address of a contact person or persons available on a twenty-four hour basis. If Customer has provided such information to Pipeline, Pipeline shall not assess the penalties established in Section 11B.4.D., above, unless Pipeline has directly communicated the OFO to one of Customer's designated contact person(s). Pipeline shall communicate such OFOs to Customer by e-mail, unless Pipeline and Customer have agreed upon other means of communication.

GENERAL TERMS AND CONDITIONS
Operational Flow Orders
OFO - Penalties
Section 11B.5

11B. Operational Flow Orders

11B.5 OFO - Penalties.

- A. In the event that Pipeline issues an operational flow order ("OFO") requiring Customer to deliver quantities of gas at specific delivery points, and Customer, on any day, fails to deliver or cause delivery of its quantities at such point(s), then Customer shall be subject to the following penalties:
1. Commencing on the day that Customer fails to deliver its required quantities, and continuing until the day that Customer is delivering gas in full compliance with Pipeline's OFOs (penalty period), Customer's right to withdraw its Storage Demand shall be reduced by an amount equivalent to Customer's deficiencies in daily deliveries at the Receipt Point(s) specified in Pipeline's OFO. During such penalty period, transportation or storage service deliveries to Customer in excess of the sum of: a) Customer's nominated and confirmed transportation gas and b) Customer's Storage Demand (as reduced under this penalty provision), shall be treated as unauthorized excess withdrawals from storage and subject to the penalty required by Rate Schedules GSS and GSS-E.
 2. In the event that Customer has no Storage Capacity or its inventory is zero, Customer shall be subject to the Unauthorized Overrun Penalty of Rate Schedule FT or the excess withdrawal provisions under Rate Schedule FTNN, as applicable.
 3. In addition to the foregoing, Pipeline shall have the right to offset Customer's deficiencies in deliveries at any point by withdrawing from Customer's storage and transporting to any Delivery Points where Pipeline's ability to tender gas has been adversely affected by Customer's failure to comply with Pipeline's OFOs, if Pipeline determines that such action is operationally possible. Any such deliveries shall reduce Customer's Storage Gas Balance without compensation or replacement in kind. Customer shall also be responsible for payment of any charges for transportation of gas out of storage.
- B. In addition to any other remedies or penalties available to Pipeline, in the event that Customer fails to comply with any OFO issued by Pipeline, and Pipeline is directly or indirectly rendered unable to provide firm service as a result of Customer's failure to comply with an OFO as required by any of its firm Service Agreements, Customer shall indemnify and hold harmless Pipeline for all damages, or liability arising from Pipeline's failure to provide such service; provided that Pipeline will not be indemnified to the extent of its own negligence, willful misconduct, or fraud in causing such damage or liability.
- C. Pipeline may waive any penalty otherwise applicable under this Section if, in Pipeline's sole discretion, Customer's action(s) did not cause or contribute to the circumstances which required Pipeline to issue an OFO under this Section 11B.
- D. Neither this Tariff nor any of the applicable Service Agreements executed for services hereunder contemplate any third party beneficiaries to any service, term, or condition of this Tariff or any applicable Service Agreement.
- E. In no event shall a single act, occurrence, or event that may cause Pipeline to issue an OFO result in Customer liability for more than a single penalty under this Tariff.

GENERAL TERMS AND CONDITIONS
Operational Flow Orders
OFO – Other Provisions
Section 11B.6

11B. Operational Flow Orders

11B.6 Except as otherwise specifically provided in this tariff, Pipeline shall not interrupt deliveries of gas to, restrict actual receipts of gas from, or otherwise disrupt service to a customer taking service under Rate Schedules FT or FTNN, to the extent that Customer has nominated and tendered, or has caused to be nominated and tendered, its confirmed, scheduled quantities of flowing supply to Pipeline at Primary Receipt and Delivery Points, and if the operator of each Delivery Point is accepting such tendered quantities.

GENERAL TERMS AND CONDITIONS
Compliance with Certain FERC Regulations
Section 11C

11C. Compliance with Certain FERC Regulations

11C.1 Standards of Conduct

In accordance with 18 CFR Part 358, Pipeline shall comply with the Commission's regulations regarding Standards of Conduct.

- A. Independent Functioning Rule. Pipeline's transmission function employees must function independently of its marketing function employees. Pipeline is prohibited from permitting its marketing function employees to conduct transmission functions and Pipeline is prohibited from permitting transmission function employees to conduct marketing functions, except as permitted by 18 CFR Part 358 of the Commission's Regulations.
- B. Transparency Rule. All information required to be posted on Pipeline's EBB pursuant to the Commission's Standards of Conduct regulations, 18 CFR Part 358 including, but not limited to, identification of Pipeline's transmission function employees, information on affiliates that employ or retain marketing function employees, information on shared facilities, information or notice of disclosure of transmission function information, waivers, transfers of certain employees, potential mergers, voluntary consent information, and written procedures implementing compliance with the Standards of Conduct. All information will be provided under "Informational Postings" and will be updated as required by applicable regulation(s) issued by the Commission.

11C.2 Requirements For A Valid Transportation Request. For a service request to be considered valid, it must contain the items set forth in Section 11A.1.D. above. A service request form may be obtained by writing Dominion Energy Transmission, Inc., 707 East Main Street, Richmond, Virginia 23219, by calling 800-895-8899, or by visiting the Pipeline's Informational Postings web site.

11C.3 Complaint Procedures.

- A. Customers or potential Customers wishing to complain or inquire about matters concerning requests for transportation should call Dominion Energy Transmission, Inc. at 800-895-8899. Callers should be prepared to state with specificity the nature of the complaint, what actions or procedures of Pipeline gave rise to the complaint and the remedy sought.
- B. Pipeline will promptly investigate the complaint and will explain the actions or procedures giving rise to the complaint, initially, within 48 hours and in writing, within 30 days.
- C. If any complaint is not resolved, the matter will be referred to Pipeline's Director, Transmission Services, who will attempt to resolve the complaint within fifteen days of the date of referral.
- D. Complaints not resolved at this point will be referred to Pipeline's legal staff.

11C.4 Information On Availability And Pricing Of Transportation Service.

- A. Availability. Pipeline delivers natural gas on an open access basis at the rates set forth in the Statement of Applicable Rates of this Tariff. Customers and potential Customers may determine the availability of service by submitting valid requests for such service in accordance with Section 11A above, or by monitoring Pipeline's EBB.

- B. Discounts. All information pertaining to any offer of a discount for any transmission service made by Pipeline will be maintained as required by 18 CFR Section 250.16(d) and Subpart D of 18 CFR Part 385 of the Commission's regulations.

11C.5 Customer Information On Available Capacity.

- A. Customers that have valid service contracts with Pipeline may determine the capacity available for service by submitting nominations to Pipeline in accordance with Section 11A.
- B. General information regarding capacity on Pipeline's system will be made available from time to time via Pipeline's EBB. Customers and potential Customers may obtain information on gaining access to the Customer Activities web site by writing Dominion Energy Transmission, Inc., 707 East Main Street, Richmond, Virginia, 23219, by calling (800) 895-8899, or by visiting the Pipeline's Informational Postings web site.

11C.6 Access to Transportation Service.

- A. Pipeline will provide nondiscriminatory access to all sources of supply in accordance with Part 284 of the FERC's regulations, and will not give customers of its affiliates undue preference over shippers of non-affiliates or other customers in scheduling, transportation, storage or curtailment priority.
- B. Pipeline will not condition or tie its agreement to provide transportation service to an agreement by the producer, end-user, or customer relating to any service by any affiliate, any services by Pipeline on behalf of its affiliate, or any services in which its affiliate is involved.

GENERAL TERMS AND CONDITIONS
Reserved
Section 11D

Section 11D is reserved.

GENERAL TERMS AND CONDITIONS
Aggregation Points
Section 11E

11E. Aggregation Points

11E.1 Pipeline has established the following Aggregation Points, which are virtual points associated with certain areas within Pipeline's system:

- A. North Point is the Aggregation Point associated with gas received north of Valley Gate junction in the Commonwealth of Pennsylvania.
- B. South Point is the Aggregation Point associated with gas received south of Valley Gate junction in the Commonwealth of Pennsylvania.

In addition, Pods (previously known as "Supply Aggregation Points") have been established for discrete areas in which Customer may aggregate supply from multiple receipt points. Supplies will be received by Pipeline for transportation downstream with the understanding that Pipeline's obligation is to receive gas into its system on a not unduly discriminatory basis, and to permit that gas to feed against Pipeline's line pressure as may exist from time to time. All gas introduced into any of Pipeline's facilities without an effective Service Agreement will be subject to the provisions of Section 29 (Unauthorized Gas) of the General Terms and Conditions of Pipeline's Tariff.

The outlet of a Pod shall be considered to be at the upstream terminus of Pipeline's transmission system. The Pods shall be listed on the Master Receipt/Delivery Point List maintained on Pipeline's EBB. The location of each Pod will be shown on the DETI Pod Map that will be posted on Pipeline's EBB. From time to time, Pipeline may establish additional Pods by publishing notice on its EBB.

The Pod measurement shall be the aggregate of the adjusted measurement at the discharge side of Pipeline stations located within the Pod, and other additional measurement information provided by the Pod operator if requested by Pipeline. This aggregate measurement will be used to measure the aggregate flows out of the Pod; provided, however, at times when operationally required by Pipeline to meet its firm obligation, facilities in nearby Pods may be used to facilitate the required flow of supply and the aggregate measurement at the Pod will be adjusted accordingly.

11E.2 Use of the System for Aggregation

All shipments of gas to and from an Aggregation Point must be made under two, separate transportation nominations. Firm transportation service agreements may specify the Aggregation Points as either Primary or Secondary points. An Aggregation Point will also be considered Primary pursuant to the provisions of Section 11.A.4.G of the General Terms and Conditions of Pipeline's Tariff unless modified in the applicable service agreement.

11E.3 Transportation Services to an Aggregation Point

The transportation of gas to an Aggregation Point shall be provided under a separate nomination under one of Pipeline's transportation Rate Schedules. If the gas will be transported through and downstream of an Aggregation Point, Pipeline shall not assess for the transportation to such Aggregation Point the usage charges (including fuel) set forth under the applicable Rate Schedule. For purposes of this section, gas that is received on Pipeline's Transmission Wet System, then processed at a Straddle Plant pursuant to GT&C Section 2.4C, and redelivered at the outlet of that Plant for further transportation to an Aggregation Point shall be considered as one transportation nomination.

11E.4 Transportation from an Aggregation Point

Agreements for the transportation of gas from an Aggregation Point may be executed under one of Pipeline's transportation Rate Schedules.

11E.5 Nominations

- A. Customer will be responsible for nominating quantities to the Aggregation Points, and for transportation from the Aggregation Points in accordance with Section 11A (Requesting and Scheduling Service) of the General Terms and Conditions of Pipeline's Tariff. Pipeline shall have no obligation to schedule deliveries of gas to an Aggregation Point unless Pipeline has received corresponding nominations for receipt of such gas and confirmation that a Customer will accept the gas away from the Aggregation Point or for further transportation downstream.
- B. Nominations at a receipt point that is used by more than one Customer shall comply with the provisions set forth in Section 11A.5 of the General Terms and Conditions of Pipeline's Tariff.

GENERAL TERMS AND CONDITIONS
Take-or-Pay Recovery
Section 12

12. Take-or-Pay Recovery

- 12.1 Supplier Take-or-Pay Billings. In accordance with the settlement filed by Pipeline on June 15, 1989, and approved by Commission order of October 6, 1989 in Docket No. RP88-217, et al. ("the RP88-217 Settlement"), Pipeline shall recover from Customers the total take-or-pay charges billed to Pipeline by Texas Eastern Transmission Corporation ("Texas Eastern"), Texas Gas Transmission Corporation ("Texas Gas"), Tennessee Gas Pipeline Company ("Tennessee") and Transcontinental Gas Pipe Line Corporation ("Transco"). Subsequent take-or-pay amounts shall be paid by Customer to Pipeline each month until Pipeline has recovered all take-or-pay amounts flowed through to Pipeline by its pipeline suppliers, including principal amount and related carrying charges.

In the event Pipeline pays its pipeline suppliers take-or-pay amounts that Pipeline is unable to recover from Customers because of a stay ordered by the Commission in Order No. 528 or its progeny, Pipeline will bill Customers, and collect from Customers, their allocated shares of carrying charges on these amounts. Carrying charges will be computed at the Commission prescribed interest rate for the period from Pipeline's payment of its take-or-pay amounts to the upstream pipeline supplier until the due date on Pipeline's invoice to Customer billing such carrying charges.

A. Allocation Methodology.

1. Amounts billed to Pipeline by its upstream pipeline suppliers will be allocated to Customer in determining Pipeline's surcharge for billing purposes using the same allocation methodology, to the extent possible, that Pipeline's upstream pipeline supplier utilized to allocate such costs to its customers. Any refunds received by Pipeline attributable to the supplier's take-or-pay charges will be refunded to Customer in accordance with the flowthrough provisions of Article II of the RP88-217 Settlement, using the same allocation methodology as the amount to be refunded was initially recovered by Pipeline from Customer. Any refunds due Customer from Pipeline under the RP88-217 Settlement will be refunded or credited within 30 days after Pipeline receives the refund from its pipeline supplier.
2. Similarly, any additional take-or-pay charges to Pipeline from an upstream pipeline under any dockets in which the upstream pipeline bills Pipeline for take-or-pay amounts, will be allocated to Customer using the same methodology, to the extent possible, as such additional charges are allocated to Pipeline.
3. For amounts payable to an upstream pipeline supplier, either in its own right or attributable to the flow-through of take-or-pay amounts by pipeline suppliers further upstream, Pipeline will make a limited Section 4 filing of a tariff record that identifies the total aggregate principal amount and the monthly principal amounts applicable to each Customer.

B. Method of Payment.

1. Each month Pipeline shall include as a separate item on each Customer's monthly bill rendered pursuant to Section 6 of the General Terms and Conditions of this tariff, the Take-or-Pay surcharges for such Customer calculated in accordance with the methodology described in Section 12.1.A. above and Section 12.1.D. below. Payment shall be made in accordance with Section 6 of the General Terms and Conditions of this Tariff.

2. Any Customer whose Service Agreement with Pipeline expired after July 15, 1988, and has not been re-executed, or expires while the above described take-or-pay surcharges are in effect, shall be billed directly for its total unpaid share of the Take-or-Pay amounts that will be billed to Pipeline by its Pipeline suppliers pursuant to Commission-approved take-or-pay filings. Pipeline shall submit an invoice to any such Customer as part of the final bill. Customer shall remit payment in full within 30 days of receipt or, at Customer's option, Customer shall furnish Pipeline with a promissory note for its allocated share of each pipeline supplier's take-or-pay principal amount. Each promissory note shall require payment within the amortization period prescribed herein together with interest at the rate effective from time to time as shown in 18 C.F.R. Section 154.501.
 3. Any payment required from Customer not received by Pipeline on or before the due date of such payment shall bear interest in accordance with Section 6 of the General Terms and Conditions of this Tariff.
- C. Pipeline Supplier Changes in Allocation Methodology. In the event that a pipeline supplier changes the methodology it previously used to allocate take-or-pay costs to Pipeline, pursuant to Order No. 528 or its progeny; and Pipeline changes its method of allocating that pipeline supplier's take-or-pay costs to Customer, in accordance with the terms of the RP88-217 Settlement; then the provisions of this Section 12.1.C. shall apply.
1. If the change in Pipeline's allocation methodology reduces Customer's allocated share of that pipeline supplier's take-or-pay costs to a level below the total payments previously made by Customer to Pipeline for that pipeline supplier's take-or-pay costs under the superseded allocation method, then Pipeline shall credit Customer's invoice or refund Customer's overpayment within 60 days of the issuance of: (a) a final and non-appealable Commission order approving the pipeline supplier's recovery of its take-or-pay costs from its customers; (b) a final and non-appealable Commission order approving Pipeline's collection of Pipeline's allocated share of the pipeline supplier's take-or-pay costs, including carrying charges, from Pipeline's customers; or (c) the expiration of the time period over which the pipeline supplier collects take-or-pay costs from its customers under the pipeline supplier's new allocation methodology, whichever shall occur last. Credits or refunds shall be calculated individually for each subsection of Section 12.1.
 2. If Pipeline provides a credit or refund under the provisions of this section and the Commission or a court subsequently determines the allocation methodology to be unlawful in any respect or orders a change in the allocation methodology for any reason, Pipeline shall recover any such credit or refund from the recipient upon issuance of such order or ruling. Pipeline shall pay carrying charges, as prescribed by 18 C.F.R. Section 154.501, to those Customers entitled to refunds or credits under Section 12.1.C.1., for the period from the first day of the month following Customer's payment in full of its allocated share of a pipeline supplier's take-or-pay costs, until Pipeline's payment or credit of the principal amount of Customer's overpayment.
 3. Pipeline will collect the carrying charges described in Section 12.1.C.2., from those customers not entitled to refunds under Section 12.1.C.1.. The allocation of these carrying charges will be based upon the ratio of a customer's aggregate remaining principal take-or-pay costs from that pipeline supplier, as of the effective date of Pipeline's tariff records implementing the pipeline supplier's new allocation method. Pipeline will include these carrying charges in an invoice to Customer in the month following the month that Pipeline makes refunds or credits under Section 12.1.C.1..
 4. If the change in Pipeline's allocation method increases Customer's allocated share of that pipeline supplier's take-or-pay costs to a level above the total payments previously made by Customer to Pipeline for that pipeline supplier's take-or-pay costs under the superseded

allocation method; then Pipeline shall recover Customer's underpayment by including in Customer's monthly invoices equal monthly charges over the same number of months that the pipeline supplier collects take-or-pay costs from its customers under the pipeline supplier's new allocation methodology

12.2 Direct Producer Take-or-Pay Billings.

Pipeline shall recover from Customers take-or-pay, take-and-pay and contract reformation buyout and buydown costs, pursuant to the recovery mechanisms established by the Commission in Order No. 500 and its progeny, hereinafter referred to jointly as "take-or-pay costs", paid or incurred by Pipeline or paid pursuant to a commitment to pay made by Pipeline to its non-affiliated producer suppliers.

- A. Directly Billed Take-or-Pay Costs. Twenty-five percent of all take-or-pay costs paid or incurred by Pipeline will be recovered from Customers through a bill to be rendered monthly to Customers formerly served under Pipeline's firm sales rate schedules.
1. Allocation Methodology. Take-or-pay costs billed pursuant to this Section 12.2.A. will be allocated to Customers in accordance with Appendix B of the RP88-217 Settlement.
 2. Amortization Period. Customer shall, at its option: (1) remit its total allocated principal amount to Pipeline within 10 days of receipt of initial invoice; (2) pay the total allocated principal amount, including interest, over a 36-month amortization period; or (3) prepay the unpaid total allocated principal amount, including accrued interest, at any time during the amortization period.
 3. Calculation of Monthly Directly Billed Amounts. Customer's Fixed Monthly Surcharge for the first year of the amortization period shall be calculated by dividing Customer's allocated portion of 25 percent of Pipeline's total take-or-pay costs by three, adding interest for the year, and then dividing by 12. Thereafter, Pipeline shall revise the Fixed Monthly Surcharge to each Customer to reflect any change in the principal and interest amounts.

At the end of each 12 months of the amortization period, Pipeline shall compare amounts collected from each Customer to actual allocated principal amounts and interest amounts calculated at Commission-approved interest rates. Any overcollection (or undercollection) will be credited (or surcharged) to Customer's first monthly invoice after each 12 months of the amortization period
 4. Method of Payment. Each month Pipeline shall include as a separate item on each Customer's monthly bill rendered pursuant to Section 6 of these General Terms and Conditions, the Fixed Monthly Surcharge for such Customer calculated in accordance with the methodology described in Section 12.2.A.1., above. Payment shall be made in accordance with Section 6 of the General Terms, including additional interest upon any required payment that is received by Pipeline after the due date of such payment.
 5. Applicability to Former Customers. Any Customer whose service agreement with Pipeline expires after March 31, 1989, and is not renewed while the above described Fixed Monthly Surcharges are in effect, shall be billed directly for its total unpaid allocated principal amount, plus accrued interest. Pipeline shall submit an invoice to any such Customer as part of the final bill. Customer shall remit payment in full within 30 days of receipt of invoice or, at Customer's option, Customer shall furnish Pipeline with a promissory note for its allocated share of Pipeline's total unpaid allocated principal amount. The promissory note shall require payment within the amortization period prescribed herein together with interest.

B. Take-or-Pay Usage Surcharge. Fifty percent of all take-or-pay costs paid or incurred by Pipeline will be recovered from Customers through a Take-or-Pay Usage Surcharge applied to all quantities transported by Pipeline pursuant to its transportation rate schedules, and all quantities injected into storage by Pipeline pursuant to its storage service rate schedules.

1. Calculation of the Take-or-Pay Usage Surcharge. In each filing to recover take-or-pay costs, Pipeline shall calculate the Take-or-Pay Usage Surcharge for the first 12 months of the respective amortization period by dividing fifty percent of the total amount of take-or-pay costs by three, adding interest for the first 12 months of the amortization period and then dividing by Pipeline's total transportation and storage service injection quantities. In subsequent 12-month periods of the amortization period, the Take-or-Pay Usage Surcharge shall be adjusted for changes in interest rates.

At the end of each 12 months of the amortization period, Pipeline shall compare interest amounts collected from each Customer to actual interest amounts calculated at the Commission-approved interest rates. Any overcollections (or undercollections) of interest will be credited (or surcharged) to Customer's first monthly invoice rendered after the end of each 12 months of the amortization period.

2. Method of Payment. Pipeline shall include on each Customer's monthly bill rendered pursuant to Section 6 of the General Terms and Conditions of this Tariff for quantities transported and/or injected into storage a usage rate which includes the Take-or-Pay Usage Surcharge as set forth from time to time in the Statement of Applicable Rates of this Tariff. Payment shall be made in accordance with Section 6 of the General Terms and Conditions, including additional interest upon any required payment that is received by Pipeline after the due date of such payment.

3. Take-or-Pay Costs in Litigation or Dispute. Take-or-pay costs shall be eligible for recovery through the methodologies described in Section 12.2. if incurred by Pipeline with respect to terms of gas purchase contracts which were the subject of litigation on March 31, 1989, or if deemed by the Commission or the courts to be appropriate for recovery under Order No. 500 and its progeny.

12.3 Settlement Applicability. Pursuant to the RP88-217 Settlement, in subsequent monthly billings, Pipeline shall credit each Customers' invoice for its allocated portion of 25 percent of Pipeline's total upstream pipeline supplier take-or-pay costs to be billed for that month until Pipeline has been billed a gross amount of \$172.5 million, at which time Pipeline shall cease crediting Customers' invoices. If Pipeline does not pay \$27.5 million in take-or-pay costs to non-affiliated producer suppliers, Pipeline shall refund to Customers 25% of the difference between \$27.5 million and actual take-or-pay amounts paid in accordance with the allocation percentages set forth on Tariff Record No. 10.80. If the provisions of this Section 12 conflict with the terms of the RP88-217 Settlement, the RP88-217 Settlement terms shall apply.

GENERAL TERMS AND CONDITIONS
GRI Voluntary Contribution
Section 13

13. GRI Voluntary Contribution
 - 13.1 Purpose. Gas Research Institute (GRI), an Illinois not-for-profit corporation, has been organized for the purpose of sponsoring Research, Development and Demonstration (RD&D) programs in the field of natural and manufactured gas for the purpose of assisting all segments of the gas industry in providing adequate, reliable, safe, economic and environmentally acceptable gas service for the benefit of gas consumers and the general public.
 - 13.2 Voluntary Contributions. Customer may make voluntary contributions to GRI in conjunction with its payment of any invoice to Pipeline. Customer shall specify the level of any voluntary contribution, and the GRI project or project areas to be funded. This Section 13.2 does not establish any pipeline rate or term or condition of service by Pipeline; the Commission will not review or approve any such contributions or projects.
 - 13.3 Remittance to GRI. Pipeline shall remit to GRI, not later than 15 days after the receipt thereof, all monies received by virtue of any voluntary Customer contributions, less any amounts properly payable to a Federal, State or local authority relating to the monies received hereunder.

GENERAL TERMS AND CONDITIONS
FERC Annual Charge Adjustment
Section 14

14. FERC Annual Charge Adjustment
- 14.1 Purpose. For the purpose of funding of the Federal Energy Regulatory Commission's costs incurred in any fiscal year, this Section 14 establishes an annual charge adjustment applicable to the Pipeline's storage and transportation rate schedules as set forth in Pipeline's Tariff.
- 14.2 Basis of the Annual Charge Adjustment. The rate schedules specified herein shall include an increment for an Annual Charge Adjustment (ACA) for Federal Energy Regulatory Commission costs. Such adjustment shall be the ACA unit charge, adjusted to the Pipeline's pressure base and heating value, if required, which is specified by the Federal Energy Regulatory Commission each year to recover its costs for its previous fiscal year. The applicable ACA rate, which is revised annually for effectiveness on October 1, is set forth on the FERC website (<https://www.ferc.gov/industries/gas/annual-charges.asp>). The ACA shall be referenced in the currently effective Statement of Applicable Rates of this Tariff, and shall be charged only once for the same volume of gas. By electing the FERC ACA unit charge method of recovery, Pipeline hereby acknowledges its intent not to recover any annual charges recorded in FERC Account No. 928 in any general rate proceeding filed under Section 4(e) of the Natural Gas Act.

GENERAL TERMS AND CONDITIONS
Transportation Cost Rate Adjustment
Section 15

15. Transportation Cost Rate Adjustment ("TCRA")

The rates and charges applicable to Rate Schedules FT, FTNN, IT, GSS, GSS-E, MCS, and any other service for which Pipeline designs rates as a derivative of any of the above stated Rate Schedules (the "Applicable Rate Schedules") are subject to adjustment to reflect changes in Transportation Costs. "Transportation Costs" are costs incurred by Pipeline as described in Section 15.7 for the Transmission and Compression of Gas by Others, Account No. 858, but shall not include costs that Pipeline recovers pursuant to Section 18.2.B. of the General Terms and Conditions of this Tariff. The provisions of this Section 15 of the General Terms and Conditions are subject to modification in accordance with terms of the "Stipulation and Agreement Amending Rate Case Settlement" approved by the Commission in Pipeline's Docket No. RP00-15-000, 89 FERC 61,304 (December 21,1999). ("RP00-15 Settlement") as modified by the "Stipulation and Agreement" approved by the Commission in Pipeline's Docket No. RP00-632-000, 96 FERC 61,299 (September 13, 2001) ("RP00-632 Settlement").

- 15.1 Filing of Transportation Cost Rate Adjustment. The effective Transportation Cost Rate Adjustment under the Applicable Rate Schedules included in Pipeline's FERC Gas Tariff shall be shown on Pipeline's Tariff Record Nos. 10.1, 10.5, and 10.30 in this Volume No. 1, and other applicable tariff records. The effective date of each Transportation Cost Rate Adjustment shall be on November 1 of each year. Pipeline shall also be entitled to make additional filings, as necessary, to reflect periodic changes in Transportation Costs. Pipeline shall include in each filing of its TCRA computations showing the derivation of such Adjustment.
- 15.2 Calculation Period and Rate Determinants. The Transportation Cost Calculation Period ("Calculation Period") shall be the twelve-month period commencing with the effective date of each of Pipeline's TCRA filings referenced in Section 15.1 above. The term "Rate Determinants" means the currently effective Reservation and projected Usage billing units for each of the Applicable Rate Schedules for the Calculation Period.
- 15.3 Determination of TCRA.
- A. Current Transportation Costs shall equal \$37,484,997 per year in total (allocated \$3,658,453 to Storage Demand, \$196,837 to GSS TE service, \$24,343,995 to Transportation Reservation and \$9,285,712 to Transportation Usage). The Current Account No. 858 Base Rate for each rate component of each Rate Schedule shall be determined by dividing the Current Transportation Costs by the applicable Rate Determinants. Cost allocation and rate design will be done in a manner that maintains Pipeline's then-effective cost allocation and rate design, i.e., the cost allocation and rate design that underlies Pipeline's rates which have been either approved by the Commission or accepted by the Commission to be effective subject to refund.
 - B. Pipeline will file and make effective new Current Account No. 858 Base Rates as part of Pipeline's Annual Filing made each November 1 and as part of Pipeline's future general rate filings made under Section 4 of the Natural Gas Act and shall bear the burden of proof on the reasonableness of such Account No. 858 Base Rates.
 - C. The TCRA Surcharge shall be the rates derived from the Unrecovered Transportation Cost Account balances pursuant to Section 15.4.

15.4 Unrecovered Transportation Cost Account.

- A. Pipeline shall maintain an Unrecovered Transportation Cost Account for the collection of Costs under the Applicable Rate Schedules as a Subaccount to Account No. 186. This account shall be segregated between services (total transportation, firm transportation only, GSS-TETCO, and storage) and between rate components. The Unrecovered Transportation Cost Account shall be (a) debited by Pipeline's Current Transportation Costs as set forth in Section 15.3.A.; and (b) credited by the revenues received attributable to Transportation Costs reflected in Pipeline's rates. Such credits shall be determined by multiplying (i) the actual Reservation and Usage billing units under the Applicable Rate Schedules for the billing month by (ii) the Current Transportation Rate, as determined in accordance with Section 15.3; Further, Pipeline will credit the Unrecovered Transportation Cost Account as described in Section 15.5.
- B. All Transportation Cost refunds applicable to services performed for Pipeline prior to February 1, 2000, surcharges, and out-of-period adjustments (collectively, "adjustments") received by Pipeline, applicable to services performed for Pipeline during the period this Section 15 remains effective, shall be debited or credited to the appropriate subaccount. All Transportation Cost refunds received by Pipeline applicable to services performed after January 31, 2000 will be credited as described in Section 15.5.
1. Pipeline will maintain a refund subaccount of Account No. 186 for each service as specified in Section 15.4.A. If, at month's end, the refund subaccounts have a credit balance of \$2 million or more, a refund will be made in accordance with Section 15.4.G., below.
 2. Pipeline will also maintain a refund subaccount in the Transportation Cost subaccount of Account No. 186, which shall consist of any cumulative proceeds from the sale of gathering or products extraction facilities, or from sales of base gas during the Settlement Period established in Docket Nos. RP97-406, et al., in excess of aggregate net book value, up to the then-cumulative level of facility costs that Pipeline has recovered from its Customers in accordance with Section 18.2.A of the General Terms and Conditions. If the refund subaccount contains a credit balance of \$2 million or more at the time of Pipeline's annual filing pursuant to this Section 15, then Pipeline will credit its Transportation Cost Rate Adjustment with such proceeds as part of such annual filing. Such credit will reduce the amount of cumulative proceeds to be credited prospectively
- C. The Transportation Cost sub-account of Account No. 186 shall be credited by revenues received by Pipeline as a result of any temporary assignment of pipeline capacity as described in Section 15.5. Revenues will be credited on an as-billed basis. Revenues received by Pipeline that exceed the usage component of rates charged by the upstream pipeline will be credited to the reservation component.
- D. Each month the Transportation Cost sub-account of Account No. 186 shall be debited (in the event of a debit balance) or credited (in the event of a credit balance) with interest on the prior month's ending balance calculated by utilizing the procedures set forth in Section 33 of the General Terms and Conditions.
- E. The allocation of Pipeline's Transportation Costs in Section 15.4.A. to the appropriate service will be done in accordance with the then-effective allocation percentages and methodologies that underlie Pipeline's rates which have either been approved by the Commission or accepted to be effective subject to refund.
- F. Each adjustment accounted for in accordance with Section 15.4.B will be allocated to the appropriate service based on the percentages and methodologies used to allocate Transportation Costs during the period for which the adjustment pertains.

- G. Pipeline will disburse refunds within 90 days of the end of the month in which Pipeline receives a refund, revenue credit, or billing adjustment that causes the refund subaccount balance to reach or exceed the credit balance specified in Section 15.4.B (the "threshold level").
 - 1. For those portions of a refund based on usage rates, Pipeline will determine each Customer's share of the cash disbursement by taking the ratio of that Customer's throughput for the 12-month period ending three months prior to the month in which the threshold level is attained to Pipeline's jurisdictional throughput for the same 12-month period, and multiplying the ratio by the total amount to be disbursed.
 - 2. For those portions of a refund based on reservation rates, unless otherwise ordered by the Commission, Pipeline will disburse the refund to each Customer on an as-billed basis. The distribution will be based on the demand billing determinants of each Customer during the over-charge period.

15.5 Unrecovered Transportation Cost Surcharges.

- A. Each November 1, Pipeline shall adjust its rates either positively or negatively to include a surcharge to recover or return the balance in the Transportation Cost Account, a Subaccount of Account Nos. 186 and 254 as of the preceding June 30. Separate surcharges shall be determined for each service and rate component. Subject to the adjustment described below in this Section 15.5, such surcharges shall be determined for each rate component of each of the Applicable Rate Schedules by dividing the balance in the applicable Account Nos. 186 and 254 subaccounts as of the preceding June 30 by the Rate Determinants.
- B. Pipeline will calculate the difference between "Actual Transportation Costs" and "Current Transportation Costs." "Actual Transportation Costs" shall include: [i] all costs of transactions identified in General Terms and Conditions Section 15.7 or successor transactions; [ii] reduced by any refunds of Account No. 858 costs received for services rendered after January 31, 2000 consistent with the cost responsibility of DETI and its customers during the refund period; and [iii] further reduced by revenues received as a result of Account No. 858 transportation capacity release. For the purposes of determining Pipeline's costs incurred pursuant to its Account No. 858 transactions with Tennessee Gas Pipeline Company ("Tennessee") that are described in the RP00-15 Settlement, the monthly fuel retained by Tennessee shall be valued using the Valuation Method defined in Section 15.5.E below.
- C. If Actual Transportation Costs are less than Current Transportation Costs, then fifty percent of any amount by which Actual Transportation Costs are less than Current Transportation Costs shall be returned to customers as an adjustment to the Pipeline's Unrecovered Transportation Cost Surcharge.
- D. If Actual Transportation Costs exceed Current Transportation Costs, Pipeline shall not include any amount by which Actual Transportation Costs exceed Current Transportation Costs in Pipeline's Unrecovered Transportation Cost Surcharge.
- E. As used herein, the "Valuation Method" shall mean the arithmetic average of the prices for Dominion North and South published in Natural Gas Week on the table entitled "Spot Prices on Interstate Pipeline Systems" in the column containing bid-week pricing for the applicable month, or if this published price is not available, an equivalent measure.
- F. Revenue credits as valued pursuant to Sections 29.2 and 35.3.D.2 of these General Terms and Section 10.1.C. of Rate Schedule MCS shall be returned to customers as an adjustment to the Pipeline's Unrecovered Transportation Cost Surcharge.

15.6 Termination Provision.

- A. At such time as the provisions of this Section 15 are terminated, (i) any net credit balance in the Unrecovered Transportation Cost Account, a subaccount of Account No. 186 shall be refunded to Customers or (ii) any net debit balance shall be due and payable by Customers in a separate surcharge to be collected over a one-year period. Any net credit or debit balance remaining at the termination of the one-year surcharge period shall be (a) refunded or (b) due and payable by Customers as a direct bill, as appropriate. All refunds or payments to be made under this Section shall be allocated based upon the Reservation billing units on the date of termination and Usage billing units for the Applicable Rate Schedules for the twelve months preceding the termination of this provision.
- B. All Transportation Cost adjustments and refunds as described in Section 15.4.B received by Pipeline after the termination of this provision will be handled as in Section 15.6.A.
- C. Adjustments to Account No. 186 as described in Section 15.4.B applicable to service rendered prior to the termination date will be made for a period no longer than nine months following termination. The surcharge provided for in Section 15.6.A shall be adjusted after acceptance of such filing by the Commission, to reflect any adjustments made to Account No. 186 in accordance with this Section 15.6.C.
- D. In any event, Pipeline will refund to its Customers, in the method described in Section 15.6.A, all Transportation Cost refunds applicable to services performed for Pipeline during the period this Section 15 remains effective.

15.7 List of Transactions. The costs incurred by Pipeline in the following transactions, or successor transactions, that Pipeline has retained for operational purposes, are eligible for inclusion in the TCRA, unless and until Pipeline begins to collect such amounts pursuant to Section 18.2.B., or until the contracts terminate on their own terms:

- A. Texas Eastern Transmission Corporation X-43, X-135, X-137, FT-1 (Zone M2 to M3), FT-1 (SSE-Docket No. CP96-492), IT-1 (Zone M2 to M3), FT-1/N.C.
- B. Tejas Gas Corporation
- C. Tennessee Gas Pipeline Company FT-A (Zones 3 to 5).

GENERAL TERMS AND CONDITIONS
Fuel Retention Percentages
Section 16

16. Fuel Retention Percentages
- 16.1 Purpose. Pipeline shall collect its System Gas Requirements, as that term is defined in Section 16.6, below, pursuant to the "Stipulation and Agreement" approved by the Commission in Pipeline's Docket No. RP00-632, 96 FERC ¶ 61,288 (2001) ("RP00-632 Settlement").
- 16.2 Notice and Publication. Pipeline shall publish the effective fuel retention percentages in the Statement of Applicable Rates in Volume No. 1 of its FERC Gas Tariff and other applicable tariff records. Except for the changes in fuel retention percentages described in Article VI of the RP00-632 Settlement and required to implement the terms of that settlement, Pipeline's fuel retention percentages and its fuel retention mechanism, including the allocation percentages and methodologies that underlie the fuel retention percentages, shall remain in effect unchanged until modified in accordance with the provisions of Article XI of the RP00-632 Settlement.
- 16.3 The RP00-632 Settlement allows Pipeline to collect 7.1 MMDt as an Amortization Adder from its customers to be allocated 1.8105 MMDt to Rate Schedule GSS, ISS, and MCS(balancing) ("storage customers") and 5.2895 MMDt to Rate Schedule FT, FTNN, IT, and MCS (wheeling) ("transportation customers"). Pipeline shall be permitted to collect the Amortization Adder set forth on Appendix D to the RP00-632 Settlement from the Effective Date of the RP00-632 Settlement through the month that Pipeline has completed the collection of the allocated portion of the Amortization Adder from its storage customers and/or transportation customers. Within 60 days of completing collection of the Amortization Adder from Pipeline's storage customers and/or transportation customers, in accordance with the terms of the RP00-632 Settlement, Pipeline shall file a report detailing the actual quantities collected under the Amortization Adder and any difference between the actual quantities retained and the quantities allocated for collection from storage customers and/or transportation customers, as appropriate. If the report shows that Pipeline over collected the Amortization Adder quantities, Pipeline shall make refunds to the affected customers by crediting their invoices within 30 days of the filing of the report by valuing the excess quantity collected using the Valuation Method defined in Section 15.5.E of these General Terms.
- 16.4 On or before July 1, 2002, Pipeline shall submit to the parties to the RP00-632 Settlement an interim status report for the 12 months ending March 31, 2002, setting forth, by month, all actual system natural gas receipts, deliveries and System Gas Requirements data by month, in a form that would enable the parties to compare these data to each of the system fuel retention percentages fixed by the RP00-632 Settlement.
- 16.5 In the event Pipeline does not initiate its next general Section 4 rate change filing subsequent to Docket No. RP97-406 before June 30, 2003, then Pipeline shall file with the Federal Energy Regulatory Commission an informational filing on June 30, 2003, that details the pipeline's System Gas Requirements and gas retained and otherwise obtained for the twelve-month period ending March 31, 2003. The report shall contain the following information by month, as applicable: (1) the volume of fuel purchased; (2) the cost of fuel; (3) the source from which Pipeline purchased the fuel; (4) the amount of fuel retained by service; (5) actual fuel usage by function and station; and (6) information detailing any adjustments made to inventory related to storage gas losses;(7) the fuel requirements of each third-party pipeline transporter; (8) the month-end balance in Account No. 117.4 attributable to Non-Purchased Supply in the same format provided in DETI's Annual TCRA filing made in Docket No. RP00-632;(9) System Lost and Unaccounted For Gas broken out by month and function;(10) aggregate customer storage inventory, by month, and physical storage inventory levels, by month; (11) aggregate injections and withdrawals, by month and broken out by customer activity and physical activity; (12) monthly values used for storage valuation purposes pursuant to the Valuation Method; (13) monthly balances in system gas accounts (as provided

annually in FERC Form 2); (14) cumulative MCS parks and loans, by month; (15) monthly breakdown of a) exchange imbalance volumes, b) transportation imbalance volumes, and c) net storage volumes and (16) throughput and billing determinant information, by month, with an explanation of any billing determinant changes. The data to be included in the report shall include amounts for the Pipeline's transmission, storage, gathering and products extraction Functions. Pipeline shall make a filing each June 30 that sets forth the same information for subsequent years until it initiates its next general Section 4 rate case filing after Docket No. RP97-406.

- 16.6 As used in this Section 16, "System Gas Requirements" shall mean storage and transmission function Company Use and Lost and Unaccounted For Gas; Third-Party Pipeline Fuel Usage Quantities and natural gas lost in the normal operation of pipeline's storage facilities, but shall not include (i) any quantities attributable to transportation transactions with Tennessee Gas Pipeline Company that are subject to cost recovery pursuant to the Stipulation and Agreement approved by the Commission in Docket No. RP00-15 by order issued December 21, 1999. CNG Transmission Corp., 89 FERC 61, 304 (1999), and (ii) Extraordinary Gas Losses described in Section 27 of these General Terms.
- 16.7 As used in this Section 16, Company Use and Lost and Unaccounted For Gas shall include all gas used by Pipeline in operating its system, gas lost in system operations and unaccounted for gas.
- 16.8 As used in this Section 16, "Third-Party Pipeline Fuel Usage Quantities" are natural gas deliveries by Pipeline as fuel retention quantities to Texas Eastern Transmission, L.P. pursuant to the arrangements described in Section 11B.2.B of these General Terms as fuel retention quantities.
- 16.9 In addition to its collection of System Gas Requirements, Pipeline shall be permitted to recover Company Use and Lost and Unaccounted for Gas and Third-Party Pipeline Fuel Usage Quantities from its products extraction and gathering system customers pursuant to the terms and conditions of this tariff and any applicable service agreements as may be superseded or amended from time to time.

GENERAL TERMS AND CONDITIONS
Electric Power Cost Adjustment
Section 17

17. Electric Power Cost Adjustment

17.1 Purpose. This Electric Power Cost Adjustment ("EPCA") provision establishes the mechanism for Pipeline to recover its Electric Power Costs, including Incremental Electric Power Costs. The EPCA shall be applicable to Rate Schedules FT, FTNN, IT, GSS, GSS-E, MCS and any other service for which Pipeline designs rates as a derivative of any of the above stated Rate Schedules (the "Applicable Rate Schedules").

17.2 Definitions.

- A. "Electric Power Costs" (or "EPC") shall mean the cost of electric power purchased by or for Pipeline or Pipeline's Transporter, and used in the operation of compressor stations and other field locations. EPC shall include all claimed costs of such electric power incurred by Pipeline, whether directly or indirectly (as through allocation of such costs to Pipeline in conjunction with the lease of compression facilities or services from others). EPC shall also include any related stranded costs or other surcharges imposed by electric power suppliers that may be billed or allocated to Pipeline.
1. "Incremental Electric Power Costs" shall mean the Electric Power Costs associated with an Incremental Electric Project approved by the Commission.
- B. "Projected Electric Power Costs" are the estimated EPC as described by Account Nos. 819 (Compressor Station Fuel and Power) and 855 (Other Fuel and Power for Compressor Stations), projected to be incurred by or billed to Pipeline for the operation or lease of existing or planned facilities during the Effective Period, and for which Pipeline has obtained express Commission authorization to include in its EPCA. Projected Electric Power Costs shall include Reservation and Usage components.
1. "Incremental Projected Electric Power Costs" are the Projected Electric Power Costs associated with an Incremental Electric Project approved by the Commission.
- C. The "Effective Period" is the twelve-month period commencing with the effective date of any rate change made under this Section 17.
- D. The "Rate Determinants" are the projected Reservation and Usage billing units for each of the Applicable Rate Schedules or Incremental Electric Project for the Effective Period.
- E. An "Incremental Electric Project" is a project for which the Commission has authorized a separate incremental facility charge or surcharge for the recovery of Electric Power Costs attributable to the project.

17.3 Filing and Effective Date. The effective EPCA under the Applicable Rate Schedules is set forth in Statement of Applicable Rates in this Volume No. 1, and other applicable tariff records in Pipeline's FERC Gas Tariff. The effective date of each EPCA and EPCA surcharge shall be November 1 of each year. Pipeline shall also be entitled to make additional filings, as necessary, to reflect periodic changes in Electric Power Costs. All filings made by Pipeline pursuant to this Section 17 shall be made at least 30 days prior to the effective date, and shall contain detailed supporting workpapers to explain and justify the prior year's actual costs and usage, projected costs and usage, and any proposed adjustments to the rates, including the following information by month and by function, as applicable: (1) projected electric power utilization; (2) Projected Electric Power Costs; and (3) the source(s) from which Pipeline expects to purchase electric power or incur EPCs. Pipeline shall also include, in each EPCA filing, computations showing the derivation of such Adjustment.

17.4 Determination of EPCA.

- A. The Current EPCA rate for each rate component of each Rate Schedule shall be determined by dividing the Projected Electric Power Costs by the applicable Rate Determinants. Cost allocation and rate design will be done in a manner that maintains the cost allocation and rate design that underlies Pipeline's then-effective rates, which have been either approved by the Commission or accepted by the Commission to be effective subject to refund.
- B. Pipeline will file and make effective new Current EPCA Base Rates as part of Pipeline's annual filing made each November 1 and as part of Pipeline's future general rate filings made under Section 4 of the Natural Gas Act and shall bear the burden of proof on the reasonableness of such EPCA Base Rates.
- C. The EPCA Surcharge shall be the rates derived from the Unrecovered EPC Reimbursement Subaccount balances pursuant to Section 17.5.

17.5 Unrecovered EPC Reimbursement Subaccount. Pipeline shall maintain as a subaccount of Account No. 186 the Unrecovered EPC Reimbursement Subaccount, for the sole purpose of determining EPC adjustments pursuant to this Section 17. The Unrecovered EPC Reimbursement Subaccount will be debited or credited, as appropriate, each month for the following:

- A. the difference between collections under the EPCA and Pipeline's actual Electric Power Costs; and
- B. prior period adjustments to the Electric Power Costs incurred by Pipeline; and
- C. carrying charges on the prior month's ending balance calculated in accordance with the procedures of Section 33 of the General Terms and Conditions.

Entries in the Unrecovered EPC Reimbursement Subaccount shall be allocated between transportation and storage services, as well as Incremental Electric Project(s), consistent with the functional cost allocations underlying Pipeline's base rates.

- 17.6 EPC Reimbursement Cost Recovery. In its annual EPCA filing, Pipeline shall calculate an EPCA Surcharge to amortize the balance in its Unrecovered EPC Reimbursement Subaccount of Account No. 186 as of June 30 of each year, as may be adjusted pursuant to Section 17.7, below, over the Rate Determinants of the Applicable Rate Schedules, which shall include a separately stated EPCA surcharge that amortizes the balance in its Unrecovered EPC Reimbursement Subaccount applicable to an Incremental Electric Project(s) over the Rate Determinants of the Incremental Electric Project(s).
- 17.7 Relationship to System Gas Requirements. If, during the term of the RP00-632 Settlement, Pipeline seeks to recover the cost of more than 90.5 million kWh of electric power requirements in any annual period ending June 30, then Pipeline shall provide sufficient additional information in its annual EPCA filing to allow the Commission and other interested parties to determine if the increase is related to a decrease in proportionate reliance upon natural gas for system use. In any annual EPCA filing where Pipeline is required to provide such additional information, Pipeline shall include in its filing: (a) electric power requirements, System Gas Requirements and system throughput information, on a monthly basis, for the twenty-four month period ending on the same June 30 as the annual period covered by the EPCA filing; (b) electric power and natural gas use for compression on a compressor station-specific basis, by month for the same twenty-four month period; (c) an identification of all new compressors constructed and operated during the twenty-four month period; (d) an identification of material environmental orders, requirements, or conditions affecting DETI's operation of gas compression and (e) the same System Gas Requirements information provided in Pipeline's annual filings as provided in Section 16.5 of these General Terms. If the increase in electric requirements is related to a decrease in proportionate reliance upon natural gas for

system use, Pipeline shall make an appropriate adjustment to its EPCA to account for any such disproportionate change.

- 17.8 Phase-Out Provision. If at any time, all or a portion of this Section 17 is rescinded, terminated or eliminated by Pipeline or a third party for any reason, Pipeline shall be entitled to file and place into effect substitute tariff provisions for the recovery of electric power costs on a current basis. Pipeline shall direct bill or refund, on a pro-rata basis, the remaining balance in the Unrecovered EPC Reimbursement Subaccount based on the billing determinants used in Pipeline's most recent EPCA filing.
- 17.9 Determination of EPCA for an Incremental Electric Project(s). The EPCA components applicable to services provided by an Incremental Electric Project(s) will be determined by dividing the Incremental Projected Electric Power Costs attributable to the Incremental Electric Project(s) by the applicable Rate Determinants attributable to the Incremental Electric Project(s). The initial EPCA for Incremental Electric Projects will commence on the in-service date of the facilities, as determined by the Commission. Thereafter, the EPCA for Incremental Electric Projects, along with any applicable EPCA surcharge as defined in Section 17.6, will be adjusted annually pursuant to Section 17.4.

GENERAL TERMS AND CONDITIONS
Transition Cost Adjustments
Section 18

18. Transition Cost Adjustments

This Section provides Pipeline with authorization to recover from its Customers all prudently incurred costs resulting from Pipeline's restructuring of services in accordance with Order Nos. 636 et seq. "Transition costs," as defined herein, include (1) the balance of and out-of-period adjustments to Pipeline's Account No. 191, Unrecovered Purchased Gas Costs and certain amounts in Pipeline's Account No. 186; (2) stranded costs under Order No. 636 et seq. or their progeny; (3) the cost of any new facilities required to be installed or contracts undertaken in response to Order Nos. 636 et seq.; and (4) transition costs incurred by the Pipeline from upstream pipeline suppliers.

18.1 Unrecovered Purchased Gas and Transportation Costs. Upon the implementation of its restructuring plan in Docket No. RS92-14, Pipeline shall be entitled to direct bill and receive from certain of its Customers its Unrecovered Purchased Gas Cost balance then included in its Account No. 191, and its Unrecovered Transportation Cost sub-account balance of Account No. 186 attributable to the sales portion of Pipeline's Transportation Cost Rate Adjustment, as well as any out-of-period adjustments to these accounts made thereafter. The allocation factors for the reservation billing units are set forth on Tariff Record No. 10.92.

- A. Implementation. Pipeline shall be entitled to file with the FERC Tariff Record No. 10.92 of Volume No. 1 of its FERC Gas Tariff, setting forth the amount to be direct billed in accordance with this Section 18.1 and the allocation of the amount to each Customer. The filing will be a limited Section 4 rate change filing. The filing shall be accompanied by supporting workpapers showing the Account No. 191 balance and Account No. 186 subaccount balance, any out-of-period adjustments, and the allocation of costs among Customers. Pipeline, from time to time, may make additional limited Section 4 rate change filings to adjust its direct bills as necessary to fully amortize the balance in Account No. 191 and the subaccount balance in Account No. 186. Any adjustments that Pipeline makes to the filed level of its direct bills will be based upon Commission acceptance of a notice of rate change.
- B. Subsequent filings. Pipeline shall file Reports, together with workpapers, documenting the billing and recovery of amounts accrued in Account 191 and the subaccount balance in Account No. 186. Such reports shall be made at least once each year and within 90 days of the end of all Account Nos. 191 and 186 billings.
- C. Amortization Period. Customer shall, at its option: (1) remit its allocated amount to Pipeline within 10 days of the day the bill is rendered; or (2) pay the amount, including interest, over an amortization period. If Customer elects option (2), Customer shall execute a promissory note and tender it to Pipeline on the date its full payment is due. The amortization period shall be 36 months unless the total balances in Account No. 191 and the subaccount of Account No. 186 exceed \$200 million on the date before implementation, in which case that part of the balance in excess of \$200 million shall be separately billed and amortized concurrently over a period of no more than 60 months.
- D. Account No. 191. Pipeline shall be permitted to continue to record adjustments to its Account No. 191 for no more than eighteen months after termination of its purchased gas adjustment clause, and to collect such amounts through the direct bill mechanism of this Section 18.1. Entries shall be made solely for these purposes: (1) to record under- and over-recoveries of purchased gas costs attributable to services rendered prior to implementation of the restructuring plan filed in Docket No. RS92-14, (2) record under-recoveries of costs attributable to gas purchase contracts with any pipeline suppliers until such contracts are assigned to Pipeline's Customers pursuant to the terms of Order No. 636, (3) record all out-of-period adjustments to gas purchases made prior to the

termination of the purchased gas cost adjustment clause, (4) record all refunds of purchased gas costs received by Pipeline attributable to services rendered prior to implementation of the restructuring plan filed in Docket No. RS92-14, (5) record the dollar value of the sales portion of the Unrecovered Fuel Reimbursement Balance at the time of termination of Pipeline's previously effective fuel adjustment provision, (6) record all carrying costs, and (7) make and record all entries required by this Section 18.1 including the recording of amounts received by Pipeline as a result of the direct bill. Pipeline will file with the Commission and provide its Customers a report and workpapers detailing all adjustments made under this Section by September 1, 1995, and Customers shall have 45 days to review such report and workpapers and file comments with the Commission. Customers have the right to challenge each addition to the Account No. 191 balance added during the 18-month period, as provided for in Article XIII, Paragraph B.3., of the March 31, 1993, Stipulation and Agreement in Docket No. RS92-14. Pipeline will be permitted to accrue carrying charges on its Account No. 191 balance before and after March 31, 1995. Customers are placed on notice that Pipeline, after termination of its purchased gas adjustment clause, may incur purchased gas costs arising under any contract as a result of an arbitration or mediation order, court order, or settlement of litigation, including any contract assigned by Pipeline under Article XIII.A of the Stipulation and Agreement approved by the Commission in Docket No. RS92-14-000. In such event, Pipeline may file to recover any such costs in its rates under Section 4 of the Natural Gas Act. The eligibility and prudence of any claimed costs shall be issues to be resolved in the Section 4 proceedings.

- E. Account No. 186. Pipeline shall create new subaccounts of Account No. 186 to record over- and under-recoveries of Transportation Costs as permitted by Section 15 of the General Terms and Conditions of this Tariff. Account No. 186 subaccounts shall also be used to (1) record out-of-period adjustments associated with transportation services received prior to the effective date of this tariff provision, (2) record refunds of costs associated with transportation services received prior to the effective date of this tariff provision, (3) make and record all entries of amounts received by Pipeline as a result of the direct bill, and (4) record all carrying costs. Pipeline will be permitted to accrue carrying charges on its Account No. 186 subaccount balances before and after March 31, 1995.
- F. If on or before March 31, 1995, Pipeline receives PGA-related refunds from its suppliers or TCRA-related refunds from its transporters attributable to services rendered prior to October 1, 1993, Pipeline shall flow through such refunds to its Customers by offsetting Account No. 191 and Account No. 186 Transition Costs; provided, however, that Customers that receive service exclusively under Rate Schedules GSS, FT, or IT shall receive their refunds either in cash or as a credit to their next regular bill(s) for service. If after March 31, 1995, Pipeline receives PGA-related refunds from any of its gas suppliers attributable to service rendered prior to October 1, 1993, Pipeline shall refund the amount received, in cash, to its customers, with each Customer's share determined in accordance with the percentages set forth on Tariff Record No. 10.92. However, where a refund due to any Customer is less than \$5,000, Pipeline shall have the option to provide the amount as a credit to the Customer's invoice, which shall be identified separately as such a credit.

18.2 Stranded Costs. Pipeline shall recover from its Firm Customers two types of Stranded Costs: Stranded Costs and Stranded Account No. 858 Costs.

- A. Stranded Costs.
 - 1. Pipeline shall recover Stranded Costs from its Customers by filing general rate change applications with the Commission, in accordance with the requirements of Section 4 of the Natural Gas Act and 18 C.F.R. Section 154. The eligibility and prudence of any claimed costs shall be issues to be resolved in the Section 4 proceedings.

2. The Commission's test period regulations, 18 C.F.R. Section 154.303 shall be waived to permit Pipeline to recover Stranded Costs incurred outside the test period of the Section 4 filings. Pipeline shall be permitted to defer recognition of any Stranded Cost on its books of account pending the resolution of the general Section 4 filings described in Section 18.2.A.1. In instances involving Pipeline's sale of gathering facilities to non-affiliated parties at a net loss, Pipeline shall seek to recover such net losses in the next general rate proceeding after the incurrence or deferral of such costs, without the requirement that Pipeline further unbundle its gathering system. Pipeline shall seek to recover other Stranded costs related to the gathering system in the next general rate proceeding after the incurrence or deferral of such costs in which Pipeline seeks to further unbundle its gathering rates. Pipeline shall seek to recover other Stranded costs in the next general rate proceeding after the incurrence or deferral of such costs. Nothing in this Tariff shall be deemed to prohibit Pipeline's recovery of Stranded Costs in any Section 4 rate filing after July 1, 1997.
3. Pipeline shall recover these Stranded Costs, less 1.38 percent allocated to Rate Schedule IT customers in Pipeline's base rates, through a surcharge on all Part 284 transportation determined by averaging the following two surcharges: (1) a surcharge determined by using billing determinants that include 100 percent of Part 284 FT and FTNN billing determinants, excluding FT-GSS and FTNN-GSS billing determinants; and (2) a surcharge determined by using billing determinants that include 100 percent of Part 284 FT and FTNN billing determinants, including FT-GSS and FTNN-GSS billing determinants. The surcharge shall be collected from Pipeline's Part 284 customers over 100 percent of the FT and FTNN reservation billing units and 42 percent of the FT-GSS and FTNN-GSS reservation billing units.
4. Pipeline shall be entitled to file revised tariff records to become effective on August 1 of each year, in accordance with this Section 18.2.A., to revise the Stranded Cost surcharge set forth in Appendices A and B of the Stipulation and Agreement in Docket Nos. RP97-406, et al. Such filings will be limited Section 4 rate changes that will be made no less than 30 days prior to the proposed effective date. Each annual filing shall be accompanied by supporting workpapers showing the principal amount of the Stranded Costs, the estimated and actual interest accrued on this principal at the FERC interest rate, any adjustments thereto, the billing determinants and the calculation of the unit surcharges to be applied to the reservation charges. The surcharges shall be designed to collect the principal amount of stranded facility costs, plus actual interest at the FERC rate, over the reservation charge billing units that will be in effect during the amortization period established in Docket Nos. RP97-406, et al.

18.3 New Facility Costs.

- A. Pipeline shall be permitted to increase its jurisdictional rates to recover from its Firm Customers New Facility Costs incurred by Pipeline to comply with Order Nos. 636 et seq. by filing a general Section 4 rate change application with the Commission.
- B. The term "New Facility Costs" shall be defined as: all costs incurred by Pipeline to comply with the provisions of Order No. 636 et seq. including, but not limited to capital costs, operation and maintenance costs, and administrative and general costs.

18.4 Upstream Supplier Transition Costs. Pipeline shall not be responsible for any transition costs associated with upstream pipeline capacity that Pipeline has assigned pursuant to Order Nos. 636 et seq. If Pipeline's upstream suppliers assess Pipeline for a portion of their Transition Costs under Order Nos. 636 et seq., and Pipeline is not expressly authorized under other provisions of this Tariff to recover such costs, then Pipeline shall be entitled to make a limited Section 4 filing to direct bill such costs to its Customers, in accordance with the Commission's order issued March 31, 1993, in Docket No. RP93-90-000, et al.

GENERAL TERMS AND CONDITIONS
Miscellaneous Conditions
Section 19

19. Miscellaneous Conditions
- 19.1 Upon request by Pipeline, Customer shall submit estimates to Pipeline of the average daily, peak-day, monthly, and annual quantities to be transported and stored under the Rate Schedules in this Tariff by Delivery and Receipt Points and such other operating data as Pipeline may require in order to plan its operations, to meet its requirements, to respond to force majeure and to render reliable service to its customers.
- 19.2 If Customer fails to comply with any provisions of this Tariff, Pipeline, upon notice to Customer, may refuse to accept gas from Customer and/or may refuse to deliver gas to Customer, until Customer has fully complied with the terms of this Tariff.
- 19.3 Pipeline may, at its sole discretion, waive any rate, penalty, charge, or other term contained in this Tariff, provided that such waiver is not unduly discriminatory, and provided further that such waiver will not impede Pipeline's performance of its firm service obligations.

GENERAL TERMS AND CONDITIONS
Construction of Facilities
Section 20

20. Construction of Facilities

Pipeline shall charge an amount to reimburse Pipeline for all costs associated with any facilities installed by Pipeline, with Customer's prior approval, to receive or deliver natural gas for the account of Customer; however, Pipeline shall have no obligation to construct, modify, improve, or alter any of facilities in order to provide service under this Tariff.

GENERAL TERMS AND CONDITIONS
Other Service Agreement Provisions
Section 21

21. Other Service Agreement Provisions
- 21.1 Service rendered to Customer shall be in accordance with the provisions of a Service Agreement executed between the parties in the form of the applicable Service Agreement contained in this Tariff.
- 21.2 These General Terms and Conditions are incorporated in and are a part of Pipeline's Rate Schedules contained in this Tariff, Volume No. 1, and executed Service Agreements relating thereto.
- 21.3 The following provisions are hereby incorporated in all executed Service Agreements hereunder:
- A. No waiver by any party of any one or more defaults by the other in the performance of any provisions of any Service Agreement executed hereunder shall operate or be construed as a waiver of any other default or defaults, whether of a like or of a different character.
 - B. Any company which shall succeed by purchase, merger or consolidation to the gas related properties, substantially as an entirety, of the parties to any Service Agreement executed hereunder shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under the Service Agreement. Either party may, without relieving itself of its obligations under the Service Agreement, assign any of its rights thereunder to a company with which it is affiliated, but otherwise, no assignment of the Service Agreement or of any of the rights or obligations thereunder shall be made unless the assigning party first obtains the written consent of the other party. Consent shall not be unreasonably withheld.
 - C. Notwithstanding Section 21.3.B. above, any Customer that is an interstate pipeline may assign its firm entitlements to service under any rate schedule hereunder to its customers as part of a filing made in compliance with Order Nos. 636 et seq. which has been approved by the FERC; provided, however, that no assignment under this Section shall become effective until the party receiving the assignment executes a new Service Agreement with Pipeline in the form of service agreement set forth in this Tariff for service under the applicable rate schedule.
 - D. Any Service Agreement executed hereunder, and the respective obligations of the parties thereunder, are subject to all present and future valid laws, orders, rules and regulations of duly constituted authorities, having jurisdiction over the parties, their facilities or gas supply, the Service Agreement or any provision thereof. Neither party shall be held in default for failure to perform the Service Agreement if such failure is due to compliance with laws, orders, rules or regulations of any such duly constituted authorities.
 - E. The interpretation and performance of any Service Agreement executed hereunder shall be in accordance with the laws of the State of West Virginia, without recourse to the law regarding conflict of laws.
 - F. Notwithstanding the notice provisions set forth in any Service Agreement, either party may notify the other party of name, address, or contact changes by formal written notice via postal mail, e-mail or, for Pipeline, its Electronic Bulletin Board.
- 21.4 Negotiated Rates.
- A. Notwithstanding anything to the contrary in this Tariff, Pipeline may charge a Negotiated Rate for service under any rate schedule to any Customer that has access to serve at the rates set forth in the applicable rate schedule and agrees to pay such Negotiated Rate. Pipeline's maximum

applicable tariff rate ("Recourse Rate") is available for any Customer that does not agree to a Negotiated Rate with Pipeline.

- B. A Negotiated Rate shall mean a rate for service where, for some portion of the contract term, one or more of the individual rate components exceeds the maximum charge, or is less than the minimum charge, for such component.
- C. Where a Negotiated Rate, when calculated on a 100% load factor basis, exceeds Pipeline's Recourse Rate for that service, for the purposes of curtailment or interruption pursuant to Section 11.3.A, above, and for scheduling pursuant to Section 11A.4.A.6, above, a shipper paying said Negotiated Rate would be considered to have paid the Recourse Rate for such services. For purposes of Section 24.2.A, below, the highest rate that Customer must match in order to continue to receive service is the Recourse Rate applicable to such service.
- D. In order to effectuate a Negotiated Rate, Pipeline shall file a numbered tariff record in this Volume No. 1, stating: Customer's exact legal name, the Negotiated Rate or rate formula, applicable Rate Schedule, Receipt and Delivery Points, contract quantities, and an affirmation that the affected service agreement(s) does not deviate in any material aspect from the form of service agreement in this Tariff.
- E. If Pipeline and Customer negotiate rates regarding fuel retention levels, Pipeline will credit maximum applicable recourse fuel retainage levels to the retainage accounts for which its customers bear any risk of undercollections, for any negotiated transactions that Pipeline enters into, in accordance with the Commission's negotiated rate policy.

21.5 Negotiated Term of Service Agreement

Notwithstanding anything to the contrary in this Tariff, Pipeline may agree, on a not unduly discriminatory basis, with a Customer to: (a) the termination of an existing Service Agreement prior to its expiration date contingent upon negotiated conditions, including the payment of any agreed upon termination fees; (b) a term for a Service Agreement beginning upon specified events related to the availability of necessary infrastructure; or (c) an option for the Customer to terminate a Service Agreement prior to the end of the term upon specified events related to the unavailability or termination of related contractual rights with Pipeline or with another upstream or downstream service provider. Taking into account the remaining term of the agreement, the applicable rates, and the value, demand for, and alternative uses of, the contractual entitlements under the agreement being terminated, any exit fee agreed upon by Customer as part of an agreement for the termination of a service agreement shall be sufficient to make the termination financially beneficial to Pipeline in Pipeline's reasonable judgment. Any agreement by Pipeline pursuant to this Section 21.5 shall not constitute a material deviation from the applicable Form of Service Agreement.

GENERAL TERMS AND CONDITIONS
Descriptive Headings
Section 22

22. Descriptive Headings

The subject headings of the provisions of this FERC Gas Tariff, Volume No. 1, and any Service Agreements executed hereunder, are inserted for the purpose of convenient reference and are not intended to become a part of or to be considered in any interpretation of such provisions.

GENERAL TERMS AND CONDITIONS
Capacity Release
Section 23

GT&C SECTION NO.	DESCRIPTION	TARIFF RECORD NO.
23.1	Capacity Release - Availability	40.30.1
23.2	Capacity Release - Bidding Procedures	40.30.2
23.3	Capacity Release - Evaluating Bids	40.30.3
23.4	Capacity Release - Contracting	40.30.4
23.5	Capacity Release - Replacement Customers	40.30.5
23.6	Capacity Release - Other Provisions	40.30.6

GENERAL TERMS AND CONDITIONS
Capacity Release
Availability
Section 23.1

23. Capacity Release

23.1 Capacity Release - Availability.

- A. This Section 23 is available to all holders of firm capacity rights for service from Pipeline ("Releasing Customers"), authorized by Part 284 of the Commission's regulations, including Storage Capacity received by Customers in connection with conversions of firm sales entitlements as part of the Settlement in Docket No. RP88-211, and/or the restructuring of Pipeline's services in Docket No. RS92-14, or any similar or related proceeding.
- B. Customers receiving firm service from Pipeline through an individual certificate authorized under Section 7(c) of the Natural Gas Act are not eligible to release such service entitlements through this Section. Pipeline will consider requests to convert such service to service under Part 284 of the Commission's regulations, on a case-by-case basis.
- C. Except as provided for in Section 11A.4.G., above, Customers may release capacity under this section only to the extent that the Releasing Customer pays separate reservation and usage charges for such entitlements, as applicable.
- D. Eligible Bidders.
 - 1. Any party desiring to submit a bid under this Section must first prequalify by demonstrating that it meets, on a continuing basis, the creditworthiness standards of Section 7 of the General Terms and Conditions of Pipeline's Tariff. Pipeline has no obligation to accept a bidder as a Replacement Customer until the potential bidder satisfies these criteria.
 - 2. An agent may be used to bid for capacity; however, potential bidders who desire to act as agent must disclose the identity of the principals on whose behalf they will participate under this Section, and provide proof of their authority to act on behalf of their principal(s).
 - 3. Upon satisfying the conditions of Section 7, above, potential bidders must enter into a Service Agreement in the form of Service Agreement applicable to capacity release as contained in this Tariff.
 - 4. Upon prequalification and execution of a Capacity Release Agreement, the bidder will be on Pipeline's approved bidder list, and will be eligible to post bids on Pipeline's EBB. A bidder will remain on Pipeline's approved bidder list until such bidder: (1) notifies Pipeline to the contrary, (2) in Pipeline's sole judgment no longer meets the credit qualifications of Section 7, above, or (3) is suspended for failure to pay part or all of the amount of any bill for service from Pipeline. Bids will legally bind the bidder to the terms of the bid if Pipeline chooses such bid as the "best bid," as provided in Section 23.3, below.
 - 5. Pipeline's affiliates may bid for capacity on equal terms with all other Customers.
- E. No bidder will have any specific right to capacity on Pipeline's system until Pipeline has executed the Bid Agreement, as set forth in Section 23.4., below.
- F. In Pipeline's sole discretion, subject to reasonable concerns of creditworthiness or other qualification, existing Part 284 service customers of Pipeline, as of the date of Pipeline's

implementation of Order No. 636, may qualify to submit bids under this section, upon execution of a form of Service Agreement applicable to Capacity Release in the form contained in this Tariff.

- G. Capacity released from transportation Service Agreements executed under Pipeline's Rate Schedule FTNN shall be treated as entitlements to service under Rate Schedule FT unless otherwise provided in the tariff. Capacity released from transportation Service Agreements rendered under Section 9 of Rate Schedule FT (FT-GSS Service) or Section 8 of Rate Schedule FTNN (FTNN-GSS Service) shall be treated as entitlements to service under Rate Schedule FT.

GENERAL TERMS AND CONDITIONS
Capacity Release
Bidding Procedures
Section 23.2

23. Capacity Release

23.2 Capacity Release - Bidding Procedures.

- A. Releasing Customer will post complete release information on Pipeline's Electronic Bulletin Board ("EBB"). For timely releases, Releasing Customer may "prebuild" an offer and delay its actual posting.
- B. If all information provided by parties to the transaction is valid and Replacement Customer has been determined to be creditworthy (in accordance with Section 7, above) before its bid is tendered, and Releasing Customer has not elected an alternate bid evaluation method under Section 23.3.B.3, below, then the following timeline will apply to a transaction under this Section 23.
 - 1. For biddable releases with a term of one year or less:
 - a. Offers must be tendered by 9:00 am CCT on a Business Day;
 - b. The open season ends at 10:00 am CCT on the same or a subsequent Business Day;
 - c. During the evaluation period from 10:00 am CCT until 11:00 am CCT, Pipeline must determine the best bid or bids, break any ties, and communicate the match or award to each matching or winning bidder, and the Releasing Customer and/or the potential Replacement Customer must eliminate any contingencies. For the award, Pipeline shall tender a contract and a contract number no later than 12:00 Noon CCT.
 - d. Any potential Replacement Customer that is required to match a competing bid must communicate its response to Pipeline by 11:30 am CCT.
 - e. Pipeline posts all awards no later than 12:00 Noon CCT.
 - f. By 1:00 pm CCT, Pipeline must tender a contract and contract number. The Replacement Customer may begin nominating service at the next available nomination cycle for the effective date of the contract.
 - 2. The timeline established in Section 23.2.B.1, above, may be summarized as follows:

BIDDABLE RELEASE TERM
≤ One Year Offer
On a Business Day

	CCT
Offers Tendered	9:00 am
Open Season Ends	10:00 am
Award or Match	11:00 am
Award Contract Number	12:00 Noon
Match Response	11:30 am
Award	12:00 Noon

Award Contract Number 1:00 pm
Nomination Possible Timely, Evening for future Gas Days
Intraday 2 or Intraday 3 for current Gas Day

3. For releases of a term greater than one year the same timeline described in Section 23.2.B.1 shall apply, except that the open season shall include no less than three 9:00 am to 10:00 am time periods on consecutive Business Days.
 4. The posting of prearranged deals that are not subject to bid are due no later than one hour prior to the nomination deadline for the applicable cycle, pursuant to Tariff Record No. 40.14.3, Section 11.A.3.A. The contract is issued within one hour of the Award posting (with a new contract number, when applicable). Nomination is possible beginning at the next available nomination cycle for the effective date of the contract.
- C. The provisions of the posted notice of a release, including all criteria to be considered in the evaluation of competing offers, and any applicable recall provisions, must be objective, nondiscriminatory, and applicable to all bidders.
1. Such conditions may include contract quantity, duration and price; however, the Releasing Customer is not required to specify a minimum acceptable quantity, duration or price.
 2. Releasing Customer cannot tie bidders to other compensation, which is not related to the release transaction, unless otherwise provided by the Commission's regulations or policies.
 3. Such conditions may not conflict with the Pipeline's Tariff or the Commission's regulations or policies, but may add provisions that are specific to the release transaction.
- D. Withdrawal of Offers or Bids. Releasing Customer may withdraw its offer during the bid period, where unanticipated circumstances justify and no minimum bid has been made. Offers are binding until written or electronic notice of withdrawal is received by Pipeline. Bids are binding until written or electronic notice of withdrawal is received by Pipeline; provided, however, that bids cannot be withdrawn after the bid period ends. After such a withdrawal, the bidder may not subsequently submit a lower bid for the same posted offer of released capacity.
- E. Exemptions from Bidding Procedure.
1. Prearranged Deals. If a potential Replacement Customer, identified by Releasing Customer prior to posting under this Section 23 ("Designated Replacement Customer"), agrees to pay the maximum tariff rate for a term greater than one year and agrees to meet all other terms and conditions proposed by the Releasing Customer, the release is not subject to bidding, but will be posted in accordance with Section 23.3.E, below.
 2. Asset Management Agreements. Releases to an asset manager as defined in the Commission's Regulations, 18 C.F.R. Section 284.8(h)(3) (2008) are not subject to bidding, but will be posted in accordance with Section 23.3.E, below.
 3. State-Regulated Retail Unbundling Programs. Releases to marketers participating in state-regulated retail access programs as defined in the Commission's Regulations, 18 C.F.R. Section 284.8(h)(4) (2008) are not subject to bidding, but will be posted in accordance with Section 23.3.E, below.
 4. Releases for 31 Days or Less. Releases of 31 days or less are not required to be posted for bidding.

The Releasing Customer may not re-release all or part of the subject capacity to the same Replacement Customer until 28 days after the first release has ended, unless (a) the Releasing Customer posts the re-release for bidding or (b) the re-release is otherwise exempt pursuant to Section 23.2.E.

- F. The Releasing Customer's posted notice of release will include:
1. Identification of Releasing Customer, including a contact person for communications regarding the posted notice.
 2. Identification of Releasing Customer's service agreement with Pipeline (Pipeline's Service Agreement number).
 3. The date and time of posting, and the date and time by which all bidders must have submitted their bids to Pipeline's EBB. A Releasing Customer may not specify an extension of the original bid period or the pre-arranged deal match period, without posting a new release.
 4. The quantity to be released expressed as a numeric quantity, including any minimum or maximum acceptable packages, or whether bids for less than the full quantity released are acceptable. The basis for released quantity should be per date and time for transportation and Storage Demand, and a per-release quantity for Storage Capacity and total release period quantity.
 5. The daily contract entitlement for partial-day releases shall be allocated to the Releasing Customer and Replacement Customer pro rata, based on the effective time of the capacity release. This allocated daily contract entitlement shall be used for purposes of nominations, billing and, if applicable, for overrun calculations.
 6. Location of capacity to be released (Primary Receipt and Delivery Points), and an express description of any rights that Replacement Customer is to have for changing Primary points. Unless such rights are specified in the posted notice, Replacement Customer may not change Primary Points.
 7. For purposes of bidding and awarding, maximum/minimum rates specified by the Releasing Customer should include the tariff reservation rate and all demand surcharges, as a total number or as stated separately. The maximum applicable reservation charge, including any minimum acceptable price (as a nominal value or percentage of the applicable maximum rate), whether expressed on a monthly or volumetric basis, which is Pipeline's currently-effective maximum rate for service applicable to Releasing Customer, plus all applicable surcharges and transition costs, excluding any marketing fees. This maximum rate applies notwithstanding any discounts granted under the Service Agreement between Releasing Customer and Pipeline. The posted notice must specify whether the Releasing Customer will consider bids on a volumetric basis; if so, the maximum applicable reservation rate shall be the 100% load factor derivative of applicable reservation charges, as set forth on Tariff Record Nos. 10.5, and 10.70 of Pipeline's Tariff. The usage portion of the rate will not be taken into consideration when determining the "best bid." Unless Pipeline and Replacement Customer subsequently negotiate different usage rate components as permitted by the applicable Rate Schedule, Replacement Customer shall pay the usage rates otherwise applicable to Releasing Customer. Where Releasing Customer is subject to a Negotiated Rate, the Recourse Rate shall be used for purposes of bidding under this Section 23.
 - a. Releases with an effective date on or after July 30, 2008 may exceed the maximum tariff rate for the applicable service provided that the release is for one year or less

and the release takes effect on or before one year from the date on which the Pipeline is notified of the release.

8. Duration of the release, and any minimum acceptable term, including the specific starting dates and times and ending dates. Releases may commence at any time of the month.
9. Whether the release is to be permanent or temporary. Permanent releases are subject to pregranted abandonment, as provided under 18 C.F.R. Section 284.221.
10. Criteria for evaluating bids, and for breaking ties among equivalent bids. If no criteria are specified, Pipelines default standards shall apply, as described in Section 23.3., below.
11. Whether the release is firm and not subject to recall, or subject to full day or partial-day recall on an objective, not unduly discriminatory basis (by Releasing Customer), and conditions under which any recall right would be exercised, and any applicable reput rights.
12. Whether the Releasing Customer has identified a Designated Replacement Customer.
13. Whether the Releasing Customer will entertain contingent bids, and if so, (a) the time period during which each contingent bidder must clear its contingency, and (b) whether, and for what time period, the next-highest bidder will be utilizing the subject capacity, or if no winning bidder is currently utilizing the subject capacity, then to the bidder who submitted its winning bid first in time; provided that if a Designated Replacement Customer submits a "winning bid," then Pipeline must contract with such Designated Replacement Customer.
14. Whether the Replacement Customer is an asset manager as defined in the Commission's Regulations, 18 C.F.R. Section 284.8(h)(3) (2008) and whether the offer is to be exempt from bidding pursuant to Section 23.2.E.2, above. If the offer is to be exempt from bidding, the Releasing Customer must disclose the asset manager's obligation to deliver gas to, or purchase from, the Releasing Customer.
15. Whether the Replacement Customer is a marketer participating in a state-regulated retail access program as defined in the Commission's Regulations, 18 C.F.R Section 284.8(h)(4) (2008) and whether the offer is to be exempt from bidding pursuant to Section 23.2.E.3, above.
16. Any other conditions applicable to the release.
 - a. For releases with a term greater than one year, if the release includes the aggregation of capacity on other pipelines in addition to Pipeline, the maximum rate to be charged for such aggregated capacity (by all parties) to Replacement Customer may not exceed the sum of the maximum tariff rates applicable to each affected pipeline's service. Releasing Customer is responsible for posting such aggregate releases on the bulletin board of each pipeline upon which capacity is released.
 - b. With the consent of the affected Releasing Customers, Pipeline may combine releases posted by several Releasing Customers into one replacement contract to improve marketability.
 - c. When releasing capacity under Rate Schedules GSS or GSS-E during the Minimum Turnover Period, the Releasing Customer will be required to respond to a query asking whether a specific Minimum Turnover obligation (as described in, and if required by, Section 8.7 of Rate Schedule GSS, Section 8.6 of Rate Schedule GSS-E, and GT&C Section 35.3.D) is a term of the release.

GENERAL TERMS AND CONDITIONS
Capacity Release
Evaluating Bids
Section 23.3

23. Capacity Release

23.3 Capacity Release - Evaluating Bids.

- A. Pipeline shall determine the "best bid," in accordance with the nondiscriminatory criteria posted by Releasing Customer in the Release Notice; provided, however, that Pipeline shall reject any bid which does not match any single minimum specification of the posted notice. If there are multiple bids meeting minimum conditions, Pipeline will award the bids, best bid first, until all offered capacity is awarded.
- B. Evaluation Criteria. In its posted notice, Releasing Customer must specify one of the following bid evaluation mechanisms:
1. NPV Method. The net present value of the bid quantity, multiplied by the bid price, discounted over the bid term by the effective Commission interest rate.
 2. Net Revenue Method. The value of the bid quantity, multiplied by the bid price.
 3. An alternate objective method chosen by Releasing Customer, and specified in the posted notice. Such method must be objectively stated, applicable to all bidders, and not unduly discriminatory. Such method must be stated with sufficient specificity to enable Pipeline to reasonably determine and apply the method or formula to be used, in order to rank all bids received, utilizing the elements contained in the Bid Agreement. Such alternate method shall not be subject to the timeline specified in Section 23.2.B., above; Pipeline and Releasing Customer shall determine a mutually-agreeable timeline, appropriate under the circumstances, prior to posting the notice of such offer. The applicable timeline must be included in the posted notice.
 4. If Releasing Customer does not designate an evaluation standard in the posted notice of the release, the best bid shall be determined as follows: the bidder submitting the highest bid rate, within the minimum and maximum rates, if applicable, and in accordance with Section 23.2.F.7, above, shall win.
- C. Tie-Breaking Method. If more than one bidder wins under the applicable evaluation criteria, the capacity must be released in accordance with the tie-breaking method specified in Releasing Customer's posted notice. If Releasing Customer does not designate a tie-breaking method, then the capacity will be allocated as follows: first to the winning bidder who submits a non-contingent bid, as opposed to bids on a contingent basis. If more than one winning bid is non-contingent, then to the bidder that is currently utilizing the subject capacity, or if no winning bidder is currently utilizing the subject capacity, then to the bidder who submitted its winning bid first in time; provided that if a Designated Replacement Customer submits a "winning bid," then Pipeline must contract with such Designated Replacement Customer.
- D. Matching Period. In the event that Releasing Customer has a Designated Replacement Customer who does not submit a winning bid, then Pipeline must give such Designated Replacement Customer an opportunity to match the terms and conditions of the winning bid, as provided in the posted notice under Section 23.2.F.11.

- E. Pipeline shall post the winning bid on Pipeline's EBB, immediately after the bid is awarded, including the name of the winning bidder.
- F. A posted offer of release shall expire without award if Pipeline is unable to contract with a bidder before the commencement of the term for the offered capacity.

GENERAL TERMS AND CONDITIONS
Capacity Release
Contracting
Section 23.4

23. Capacity Release

23.4 Capacity Release - Contracting.

- A. Pipeline must contract directly with the bidders who make the best bids, as determined above. Subject to agreement by the winning bidders to pay at least the maximum applicable usage and fuel charges, Pipeline must accept the bids and contract to provide the released capacity to the winning bidders, upon award of the winning bids via its EBB. Such electronically executed Bid Agreement shall serve as the Exhibit to the Capacity Release Agreement between each winning bidder, as Replacement Customer, and Pipeline. Replacement Customer, like any other Customer, shall be subject to all applicable provisions of Pipeline's FERC Gas Tariff.
- B. Unless Pipeline expressly agrees otherwise, Releasing Customer's Service Agreement with Pipeline shall remain in effect until the normal expiration of the contract term, notwithstanding any capacity release transaction.
1. Releasing Customer shall remain liable on its contract with Pipeline, and shall pay all applicable reservation charges, and related surcharges and interest, for released capacity, directly to Pipeline; provided, however, that Pipeline and Customer may, in connection with their agreement to a Negotiated Rate, agree upon Releasing Customer payment obligations and procedures and crediting mechanisms in the event of a capacity release that varies from or has term in addition to those set forth herein. The provisions of this Section 23.4.B.1. do not authorize Pipeline to negotiate terms and conditions of service. In the case of permanent releases, Pipeline will not unreasonably refuse to relieve Releasing Customer from liability under its Service Agreement.
 2. Unless otherwise agreed under Section 23.4.C. below, Releasing Customer will receive a contingent credit for reservation charges and associated surcharges actually paid to and received by Pipeline, attributable to capacity rights released by Releasing Customer.
 - a. Pipeline will grant Releasing Customer a contingent credit for the reservation charges and reservation-related surcharges attributable to capacity rights released by such customer. In the event Pipeline is not paid the applicable reservation charges for the released capacity, Pipeline shall have the right to reverse such contingent credit and to charge applicable interest to Releasing Customer.
 - b. Pipeline will fully credit Releasing Customer for Reservation Charges and reservation-related surcharges paid by the Replacement Customer, even if such revenues exceed the rate contractually payable by Releasing Customer for the released capacity.
 - c. Reservation Charge credits to Releasing Customer will be reduced by any marketing fees applicable to releases in which Pipeline actively markets the capacity, as negotiated between Pipeline and Releasing Customer.
 - d. In the event of partial payments by Replacement Customer, funds will first be used to pay reservation charges and related surcharges, whether owed to Pipeline or to Releasing Customer.

3. For release transactions: (1) effective prior to July 30, 2008, and those (2) effective on or after July 30, 2008, with a term greater than one year which provide for a rate between the applicable minimum and maximum rates, refunds will be allocated first to Replacement Customer, to the extent required. To the extent that Pipeline owes refund amounts attributable to the release transaction in excess of the amounts refunded to Replacement Customer, then Pipeline will make such refunds to Releasing Customer.
 4. For release transactions effective on or after July 30, 2008, with a term of one year or less, which are not subject to the maximum rate cap, the rate paid by the Replacement Customer will be deemed a final rate and will not be subject to refund.
- C. Upon mutual agreement between Pipeline and Releasing Customer, Pipeline will not bill Replacement Customer but will bill Releasing Customer for charges under this Section, and Releasing Customer may bill Replacement Customer; provided, however, that: (1) Releasing Customer must post such arrangement in its Release Notice; and (2) Releasing Customer is liable for all charges owed to Pipeline to the extent of its agreement with Replacement Customer, and Replacement Customer has no liability to Pipeline for such charges.
- D. Upon thirty (30) days written notice to Releasing Customer and Replacement Customer(s) that Releasing Customer's Service Agreement will be terminated, and provided that Releasing Customer's Service Agreement is subsequently terminated pursuant to such notice, Pipeline may elect to terminate any Replacement Customer's Capacity Release Agreement if (1) the rate(s) stated in that Replacement Customer's Capacity Release Agreement is less than the rate(s) set forth in the Releasing Customer's Service Agreement and (2) the Replacement Customer has not, prior to the expiration of the notice period, executed an amendment to such Replacement Customer's Capacity Release Agreement, agreeing to pay, beginning the first day after the end of the notice period and for the remainder of the term of the Replacement Customer's Service Agreement provided the Releasing Customer's Service Agreement is terminated, the lesser of (a) the Releasing Customer's contract rate(s), (b) the maximum tariff rate(s) for the service, or (c) the mutually agreed upon rate(s). To the extent the Replacement Customer's capacity is obtained through the provisions of Section 11.A.4.G (Market Center Segmentation) of the GT&C, Pipeline may elect to terminate a Replacement Customer's Capacity Release Agreement if (1) the revenues from the rates stated in that Replacement Customer's Capacity Release Agreement are less than the revenues using the maximum reservation and usage charges for the Releasing Customer's contracted for service and (2) the Replacement Customer has not, prior to the expiration of the notice period, executed an amendment to such Replacement Customer's Capacity Release Agreement, agreeing to pay, beginning the first day after the end of the notice period and for the remainder of the term of the Replacement Customer's Service Agreement provided the Releasing Customer's Service Agreement is terminated, for the full combined Access Segment and Delivery Segment capacity, the lower of (a) the revenues derived from the Releasing Customer's Service Agreement, (b) the revenues derived from the maximum tariff rate(s) applicable to the Releasing Customer's capacity in its Service Agreement, or (c) as mutually agreed. To the extent two or more Replacement Customers have obtained capacity from Releasing Customer through Section 11.A.4.G and more than one has agreed to execute a Service Agreement amendment setting forth the requirements described herein, Pipeline shall allocate the Releasing Customer's Capacity to such Replacement Customers in proportion to the maximum contractual quantities stated in the Capacity Release Agreement.

GENERAL TERMS AND CONDITIONS
Capacity Release
Replacement Customers
Section 23.5

23. Capacity Release

23.5 Capacity Release - Replacement Customers.

- A. Replacement Customers hold the rights granted by Releasing Customer for service by Pipeline to nominate quantities of service deliverable at Primary Points identified by Releasing Customer, at the first available nomination opportunity upon consummation of the release transaction for the effective date and time of the contract. Replacement Customers may also use Secondary Points to the extent such points would otherwise be available to Releasing Customer. After a permanent release, Replacement Customer may request Primary point changes under the applicable procedures of Pipeline's FERC Gas Tariff. If a release is not permanent, Replacement Customer may seek to change Primary points under its Service Agreement, and thereby permanently alter the applicable Service Agreement of Releasing Customer, only to the extent expressly authorized by Releasing Customer in the posted notice. Requests to change Primary points must comply with all applicable procedures of Pipeline's FERC Gas Tariff. In any event, Primary Point changes are subject to the risk that either party will not be able to return to the original Primary point(s). All Primary point changes are subject to Pipeline's determination that firm capacity is available.
- B. Replacement Customers may release the capacity entitlements that were obtained under this Section, subject to the terms of the original release; provided, however, that Replacement Customers that obtain capacity on a volumetric basis shall not be entitled to re-release such capacity.
- C. Replacement Customers are subject to all applicable provisions of:
 - 1. Pipeline's FERC Gas Tariff,
 - 2. the firm Service Agreement between Pipeline and Releasing Customer, and
 - 3. each and every preceding release of the subject capacity.

GENERAL TERMS AND CONDITIONS
Capacity Release
Other Provisions
Section 23.6

23. Capacity Release

23.6 Capacity Release - Other Provisions.

- A. Any party may post offers to acquire capacity on Pipeline's EBB, in accordance with Section 26, below, for a period not to exceed thirty (30) days.
- B. Recall Provisions.
1. Releasing Customer's rights to recall capacity shall be stated clearly in the posted notice of a release, including recall notification period(s) and Business Day recall notification restriction, if applicable. Purchase of gas by Releasing Customer from Replacement Customer at the city gate shall not be deemed an exercise of a recall provision.
 2. Releasing Customer may recall capacity only by complying with the provisions set forth below. Releasing Customers may, to the extent permitted as a condition of the capacity release, recall released capacity (scheduled or unscheduled) as set forth below:
 - (a) Timely Recall Notification:
 - (i) The Releasing Customer recalling capacity must provide notice of such recall to Pipeline and the first Replacement Customer no later than 8:00 a.m. CCT on the day that Timely Nominations are due;
 - (ii) Pipeline must notify all affected Replacement Customers no later than 9:00 a.m. CCT on the day that Timely Nominations are due;
 - (b) Early Evening Recall Notification:
 - (i) The Releasing Customer recalling capacity must provide notice of such recall to Pipeline and the first Replacement Customer no later than 3:00 p.m. CCT on the day that Evening Nominations are due;
 - (ii) Pipeline must notify all affected Replacement Customers no later than 4:00 p.m. CCT on the day that Evening Nominations are due;
 - (c) Evening Recall Notification:
 - (i) The Releasing Customer recalling capacity must provide notice of such recall to Pipeline and the first Replacement Customer no later than 5:00 p.m. CCT on the day that Evening Nominations are due;
 - (ii) Pipeline must notify all affected Replacement Customers no later than 6:00 p.m. CCT on the day that Evening Nominations are due;

- (d) Intraday 1 Recall Notification:
 - (i) The Releasing Customer recalling capacity must provide notice of such recall to Pipeline and the first Replacement Customer no later than 7:00 a.m. CCT on the day that Intraday 1 Nominations are due;
 - (ii) Pipeline must notify all affected Replacement Customers no later than 8:00 a.m. CCT on the day that Intraday 1 Nominations are due;
 - (e) Intraday 2 Recall Notification:
 - (i) The Releasing Customer recalling capacity must provide notice of such recall to Pipeline and the first Replacement Customer no later than 12:00 pm CCT on the day that Intraday 2 Nominations are due;
 - (ii) Pipeline must notify all affected Replacement Customers no later than 1:00 pm CCT on the day that Intraday 2 Nominations are due.
 - (f) Intraday 3 Recall Notification:
 - (i) The Releasing Customer recalling capacity must provide notice of such recall to Pipeline and the first Replacement Customer no later than 4:00 pm CCT on the day that Intraday 3 Nominations are due;
 - (ii) Pipeline must notify all affected Replacement Customers no later than 5:00 pm CCT on the day that Intraday 3 Nominations are due.

For recall notification provided to Pipeline prior to the recall notification deadline specified above and received between 7:00 a.m. and 5:00 p.m. CCT, Pipeline will notify all affected Replacement Customers no later than one hour after receipt of such recall notification.

For recall notification provided to Pipeline after 5:00 p.m. and prior to 7:00 a.m. CCT, Pipeline will provide notification to all affected Replacement Customers no later than 8:00 a.m. CCT after receipt of such recall notification.
3. Releasing Customer may recall the full released volume or a partial volume for the full gas day or a partial gas day. The volume recalled must correspond to the elapsed prorata capacity.
 4. Further, the daily contract entitlement for partial-day recalls shall be allocated to the Releasing Customer and Replacement Customer pro rata based on the effective time of the recall. This allocated daily contract entitlement shall be used for purposes of nominations, billing and, if applicable, overrun calculations.
 5. Partial day recalls shall not be available for capacity released on a partial day.
 6. After exercise of a recall, subject to agreement by the Releasing and Replacement Customers in accordance with any provisions of the posted notice, Releasing Customer may repute the recalled Capacity to the original Replacement Customer, upon the same advance notice to Pipeline that was required for the recall. Recalled capacity may not be repute for the same Gas Day.

7. Replacement Customer will be solely responsible for adjusting its supply and transportation arrangements, which may be necessary as a result of such recall.
 8. Any Releasing Customer may recall capacity released under this Section, subject to compliance with the nomination and scheduling provisions of this Tariff, in the event that its Replacement Customer fails to pay all or part of the amount of any bill for service under the applicable Bid Agreement.
 9. Unless otherwise stated in Releasing Customer's posted notice, Replacement Customer's minimum throughput commitment for a release transaction conducted on a volumetric basis is waived, in the event that Releasing Customer exercises a recall.
 10. In order to take advantage of the recall provisions set forth above, Releasing Customer must provide the following information:
 - a. Releasing Contract number;
 - b. Replacement Contract number;
 - c. Effective Date and Time of Recall;
 - d. Contract Quantity;
- C. No individual customer can hold more than 30 percent of the capacity at any Receipt Point at which Pipeline can receive 30,000 Dt per Day or more.
- D. Pipeline will be indemnified and held harmless by Releasing Customer and Replacement Customers for all activities under this Section, except for costs arising solely as direct result of Pipeline's negligence or intentional malfeasance.

GENERAL TERMS AND CONDITIONS
Right of First Refusal
Section 24

24. Right of First Refusal.

24.1 Pregranted Abandonment. Upon expiration and/or termination of any Service Agreement for services rendered pursuant to Part 284 of the Commission's regulations, Pipeline is entitled to pre-granted abandonment of service under the expired and/or terminated Service Agreement, without further application to the Commission for abandonment authority, subject to any right of first refusal Customer may have pursuant to applicable law and this Section 24.

24.2 Right of First Refusal

- A. Customer shall have a right of first refusal (ROFR) as set forth in this Section 24 only where Customer's Service Agreement provides for services rendered pursuant to Part 284 of the Commission's regulations and (1) provides for services under Rate Schedules FT, FTNN, GSS, or GSS-E, with a term of twelve or more consecutive months of service; (2) provides for services under Section 9 of Rate Schedule FT (FT-GSS) or Section 8 of Rate Schedule FTNN (FTNN-GSS) with a multiyear term; or (3) provides for services under a firm rate schedule with a term of more than one year, for a service which is not available for twelve consecutive months. Furthermore, unless otherwise agreed between Pipeline and a Customer, no ROFR shall apply to any such Service Agreement, or amendment thereto, entered into after March 27, 2000, that includes a negotiated or discounted rate. Customer's ROFR gives it the right to continue service consistent with this Section 24.
- B. Customer must notify Pipeline in writing of its intent to retain its option to exercise its ROFR within one month from the date that either party gives notice of termination relating to all or a portion of the quantities under the Service Agreement; provided, however, that Customer is not required to notify Pipeline of its intent any earlier than one month after the applicable deadline for giving notice of termination under the terms of the Service Agreement. When providing notice of its intent, a Customer may elect to retain its option to exercise its ROFR with respect to a volumetric portion of its capacity and to have pre-granted abandonment apply to the remainder. For any Service Agreement that terminates by its own terms, with no prior notification required by either party, Customer shall be presumed to have given timely notice of its election to retain the option to exercise its ROFR for the entire amount of the capacity, unless Customer has informed Pipeline otherwise in writing.
- C. If a Customer elects to exercise the ROFR as to only a volumetric portion of its capacity, its rights under its contract shall be reduced as follows: (1) Customer's maximum entitlement shall be reduced in the same proportion on each Day that Customer is entitled to receive service during the year; (2) to the extent that Customer had rights at Points of Receipt and Delivery (including MDDOs) in excess of its maximum transportation entitlements, the aggregate point rights shall be reduced in proportion to the reduction in transportation capacity; (3) if the election is made under a storage Service Agreement, then the Storage Capacity and Storage Demand shall be reduced proportionately; and (4) Customer may specify the allocation of its volumetric reduction among applicable Points of Receipt and Delivery, provided however, that Pipeline may require a different allocation among Points if Customer's proposal is operationally infeasible or would detrimentally impact operational integrity and Pipeline provides a written explanation to Customer of that result. If Customer does not specify a particular allocation of the reduction among Points of Receipt and Delivery, Customer shall retain the same Points with a proportionate reduction at each Point.

- D. To the extent that Customer elects not to retain its option to exercise its ROFR or waives its ROFR pursuant to GT&C Section 24.2.G, Pipeline shall post the availability of such capacity in accordance with the provisions of GT&C Section 43.
- E. In the event that a Service Agreement is permanently released pursuant to GT&C Section 23.2.F.9, the Replacement Shipper shall succeed to all of the elements of the ROFR originally held by the Releasing Shipper with respect to the capacity permanently released. In the event that a Service Agreement is released on a temporary basis, the Releasing Shipper's ROFR shall not be affected and the Replacement Shipper shall have no ROFR.
- F. Posting and Bidding Procedures for ROFR Capacity
1. After Customer gives notice of its intent to retain the option to exercise its ROFR, Pipeline shall post such capacity for bidding pursuant to GT&C Section 43, as modified by this section. Pipeline shall post the capacity for bidding no earlier than one year prior to the expiration of the Service Agreement, and the bidding period for the capacity shall be completed no later than 60 days prior to the expiration of the Service Agreement. The capacity shall be posted on Pipeline's EBB for no less than ten Business Days. The capacity posting shall include the information described in GT&C Section 43.3.
 2. Eligible bidders shall be identified in accordance with the bidding procedures described in GT&C Section 43.4 and shall comply with and be bound by such procedures. Pipeline shall entertain valid bids for all or any portion of the posted ROFR capacity.
 3. Pipeline shall evaluate and determine the best bid(s), if any, for the posted ROFR capacity in accordance with the standards of GT&C Section 43.5.A through D.
 4. Pipeline shall notify Customer and the winning bidder(s) in writing of the best bid(s), within five Business Days after the close of the bid period. The notice to Customer shall include an executable copy of a Service Agreement in the Form of Service Agreement set forth in this FERC Gas Tariff and containing terms matching the best bid(s). If Customer modifies that Service Agreement in any way, Pipeline shall use the evaluation criteria specified in its posted notice pursuant to GT&C Section 43.3 and consistent with Section 43.5, as applied to the quantity of service that Customer elects to retain to determine whether the Customer's bid matches the best third party bid(s); provided, that in the event Customer elects to match only a volumetric portion of the best bid, Customer shall only be obligated to match that proportionate amount of the best bid. If a competing bidder or bidders submits a bid for only a volumetric portion of Customer's capacity subject to the ROFR, the Customer must match any such bid for a volumetric portion of its capacity only if that bid is determined pursuant to Section 24.2.F.3, above, to be the best bid of all bids received for Customer's capacity. In such case, Customer must match that winning bid to retain the volumetric amount of capacity to which the winning bid applies or such lesser amount of that capacity that Customer desires to retain, and the procedures set forth in Section 24.2.F.6, below, regarding instances where there are no acceptable bids submitted will then apply to Customer's remaining capacity. As provided in Section 43.5.D, Pipeline shall consider any bid in excess of the then-applicable maximum rate component to be equivalent to the maximum rate component for purposes of awarding capacity. The executed Service Agreement must be received by Pipeline within fifteen Business Days of the date of Customer's receipt of Pipeline's best bid notification; provided, however, Pipeline may extend the deadline for receipt by up to five Business Days when warranted as determined by Pipeline's discretion on a not unduly discriminatory basis.
 5. If Customer elects not to match the best bid(s) for all or for any volumetric portion of its capacity, then such election shall constitute an irrevocable waiver of Customer's ROFR with respect to the capacity covered by the bid(s) not matched (except as provided in GT&C

Section 43.5.H) and Pipeline shall deliver a Service Agreement to the winning bidder(s) for execution pursuant to the terms of GT&C Section 43.

6. If no competing bidder submits an acceptable bid for all or part of the posted capacity, Pipeline shall notify Customer that no acceptable bid was submitted within five Business Days after the close of the bid period. Customer may exercise its ROFR for all or a part of the capacity by notifying Pipeline, in writing, that Customer agrees to continue to receive service under the current Rate Schedule and to pay the effective maximum rates applicable to the service. If Customer retains only a volumetric portion of its capacity, its rights shall be reduced in accordance with Section 24.2.C above. Customer's notice to Pipeline must be made within ten Business Days of the date when Customer receives Pipeline's notification and shall also include the level of service and length of term that Customer elects. If Customer does not agree to pay the effective maximum rates, and Pipeline and Customer do not mutually agree upon a rate and term of service, Pipeline shall follow the procedures of Section 43.7 with regard to any capacity not contracted through the ROFR process. Within five Business Days after receipt of such further notice from Customer, Pipeline shall deliver an executable copy of a Service Agreement in the Form of Service Agreement set forth in this Tariff to Customer containing the terms described above. Within fifteen Business Days of receipt of such Service Agreement from Pipeline, Customer shall execute the agreement and return a copy to Pipeline, as directed.
- G. Customer's failure to abide in a timely manner to the applicable notice requirements of GT&C Section 24.2.B and, if applicable, GT&C Section 24.2.F.6, or to the applicable deadline for Service Agreement execution set forth in GT&C Section 24.2.F.4 and F.6, shall constitute an irrevocable waiver of Customer's ROFR.
- H. Limitations
 1. The ROFR rights described in this Section shall apply solely to the terms of the expiring Service Agreement and shall not be expanded to include an increase in MDDO, the addition of a new Primary Point of Receipt or Delivery, an increase of an entitlement at any such point, or changes that would be considered requests for new service under GT&C Section 11A.1.B.
 2. Notwithstanding anything to the contrary in this Tariff, Pipeline shall not be obligated to accept any bid or execute any Service Agreement to provide service at a rate that is less than the maximum rate allowable under the applicable Rate Schedule, except in the event and to the extent that Pipeline establishes a reserve rate less than the applicable maximum rate for a posting pursuant to the terms of GT&C Section 43.
 3. Notwithstanding anything to the contrary in this Tariff, Pipeline may agree with any Customer, on a not unduly discriminatory basis, to an extension of the term of a Service Agreement for an additional term to be negotiated on a case-by-case basis.

GENERAL TERMS AND CONDITIONS
Off-System Capacity
Section 25

25. Off-System Capacity
- 25.1 From time to time, Pipeline may enter into compression, transportation and/or storage agreements with other interstate or intrastate pipeline companies ("Off-System Capacity"). In the event that Pipeline acquires Off-System Capacity, Pipeline shall only render service to Customers on the acquired capacity pursuant to Pipeline's FERC Gas Tariff and subject to Pipeline's approved rates as such tariff and rates may change from time to time. For purposes of transactions entered into subject to this Section 25.1, the "shipper must have title" requirement is waived.
- 25.2 In the event that Off-System Capacity used to render service to Pipeline's Customers is subject to renewal limitations, consistent with the Off-System Capacity provider's tariff or operating statement Pipeline will indicate, in any posting of capacity available for service, any limitation to extension rights that will apply as a result of the limitation on the Off-System Capacity. Any such extension limitation shall be reflected in the Service Agreement between Pipeline and Customer. This provision shall not impact any right of first refusal Customer may have pursuant to GT&C Section 24.2.A, except that extension of the affected Service Agreement shall be limited to the term of Pipeline's contract or service agreement with the Off-System Capacity provider.
- 25.3 If Pipeline determines that it no longer needs Off-System Capacity, Pipeline may assign the capacity in accordance with the capacity release tariff requirements of the affected pipeline or Pipeline may reduce or terminate capacity held on the third-party pipeline through contract rescission, buyout or buydown or by giving notice at the expiration of the primary term of the underlying Service Agreement.

GENERAL TERMS AND CONDITIONS
Electronic Bulletin Board
Section 26

26. Electronic Bulletin Board

26.1 Access.

- A. Persons may obtain information concerning Pipeline's Electronic Bulletin Board ("EBB"), by writing or calling Dominion Energy Transmission, Inc. Pipeline shall maintain the Customer Activities web site of its EBB as a part of Pipeline's Dekaflow™ System. Dekaflow™ is a trademark of Dominion Energy Transmission, Inc. Access to the Dekaflow System shall be provided on an interactive, nondiscriminatory basis to all parties that have: (1) executed a Dekaflow System Agreement; (2) been assigned a Dekaflow System USER ID and password; and (3) agreed to comply with all procedures for access and use of Pipeline's Dekaflow System and any other applicable provisions of Pipeline's Tariff.
- B. Persons complying with all applicable procedures for access as set forth in the Dekaflow System Agreement shall become "Dekaflow System Users". However, to participate in the capacity release program described in Section 23, above, the Dekaflow System User must also satisfy all additional requirements of that Section.
- C. Pipeline shall also make the information listed in Section 26.2, below, available for review on its EBB or retrievable from its Designated Site.

26.2 Contents. Pipeline shall post the following information on the Informational Postings web site of its EBB. EBB User access to such information shall be on a timely, equal basis.

- A. Capacity Information and Release. Pipeline will post firm or interruptible capacity that becomes available on its system. Pipeline shall not prefer its own capacity over that of Releasing Customers. The EBB shall distinguish among firm capacity of Releasing Customers and Pipeline's firm and interruptible capacity. Pipeline will provide on its EBB information regarding capacity available for services:
 - 1. at Receipt Points, including the Master List of Receipt Points available for service under Pipeline's Rate Schedules on an interruptible or Secondary Point basis, where applicable; and
 - 2. at Delivery Points, subject to the performance of upstream entities, including the Master List of Delivery Points.
- B. Current Filed Rates.
- C. Transportation Tariff Provisions, including:
 - 1. Pipeline's open-access Rate Schedules;
 - 2. General Terms and Conditions of Pipeline's FERC Gas Tariff;
 - 3. Various transaction forms; and
 - 4. Pipeline's Forms of Service Agreement.

- D. System Alerts. Pipeline may issue a "System Alert" to notify Customers of operating conditions on its system, changes in operating conditions and other system developments that may affect scheduling. A System Alert is an informal notice of possible future conditions or developing conditions on the system; by itself, a System Alert does not change any Customer's penalty position. To the extent that reliable information relevant to possible issuance of an OFO or other status of the system is available, DETI will publish it on the EBB. Pipeline shall also e-mail notice of the System Alert to affected Customers if they have designated an e-mail address for a contact person pursuant to section 11B.4.F of the General Terms and Conditions. If a System Alert indicates that an OFO or OFO advisory may be imminent, Pipeline will advise what action is requested and what future actions may be mandated if voluntary steps are not taken. Under such circumstances, Customers are asked to comply as quickly as possible with the System Alert, to reduce the need for further action by Pipeline. Customers should be prepared to act on short notice. System Alerts may be directed to all Customers, or to specific Customers on a not unduly discriminatory basis. By issuing a System Alert, Pipeline shall not be precluded from issuing an OFO advisory or an OFO, if circumstances ultimately require. The System Alert is intended to give Customers the opportunity for voluntary compliance, rather than requiring mandatory action under the OFO provisions of this tariff.
- E. Operational Flow Orders. Pipeline shall post each operational flow order ("OFO") issued by Pipeline, as more fully described in Section 11B.1, above, regardless of the duration or scope of its effectiveness; provided, however, that certain OFOs applicable on a customer-specific basis shall be directly communicated to the Affected Customer by e-mail or fax. System-wide notices should have a separate category for notices that are not critical.
- F. Curtailment.
1. Pipeline may issue OFO's to curtail, interrupt or discontinue deliveries within three hours, or upon shorter notice if Pipeline determines that action is required to protect the integrity of its system and operations.
 2. Customers who seek to negotiate voluntary relinquishments of gas or capacity during curtailment may post notices on Pipeline's EBB to facilitate such transactions.
- G. Operations Notices. Pipeline shall also post notice of various operating circumstances and events on its EBB.
1. From time to time, Pipeline may post information on various facilities, including outages scheduled for maintenance.
 2. Notice of operating constraints preventing winter injections.
 3. Notice of Receipt Points where Winter Period injection may be made.
- H. Pipeline will post notice of transactions for which Pipeline has agreed not to retain fuel, in accordance with Section 5.2 of Rate Schedules FT, FTNN, MCS or IT.
- I. Pipeline's Index of Customers.
- J. A list of Receipt Points with a designation of whether each point (including points of receipt from storage) provides access on a primary basis to North Point or South Point for purposes of Market Center Segmentation. To the extent feasible, Pipeline will post the addition of any Receipt Point or any change in designation at least 60 days in advance of effectiveness.
- K. Offers to Purchase Capacity. In accordance with Section 23.6 of the General Terms and Conditions, Pipeline will post offers to purchase capacity submitted by Dekaflow System Users.

26.3 Other Conditions.

- A. Procedures to Back-Up, Archive, and Retrieve Data.
 - 1. After the end of each month, Pipeline will remove all completed transactions from the EBB. Current notices will not be purged.
 - 2. Pipeline will retain daily back-up files of the data displayed on the EBB, for a minimum of 36 months for audit purposes. This data retention requirement only applies to the ability to recover or regenerate electronic records for a period of three years, in accordance with regulatory record retention requirements. Capacity Release historical data will be made available on a consistent basis from Pipeline, which should provide for retrieval of open and closed offers during the FERC archival period. This data will be maintained in an electronic media of Pipeline's choosing.
 - 3. Upon request, Pipeline will provide such data for review by Dekaflow System Users. Pipeline shall not be required to provide such information "on line." For a reasonable fee, negotiated between Pipeline and the Dekaflow System User at the time of a request, Pipeline will provide such data in electronic form.
 - 4. Dekaflow System Users wishing to review archived EBB data must submit requests, in writing, to Pipeline's Technology and Market Support Department.
- B. Pipeline shall comply with the Commission's regulations regarding the FERC's Standards of Conduct, as described in Section 11C.1 of the General Terms and Conditions, with appropriate notices and information postings.
- C. Pipeline shall not be responsible for, and Dekaflow System Users shall indemnify and hold Pipeline harmless from, all suits, actions, debts, accounts, damages, costs, losses, and expenses of any kind arising from or out of adverse claims of any or all persons, which may result from Customer's use of Pipeline's Dekaflow System or communications at Pipeline's Designated Site; provided, however, that Pipeline will not be indemnified to the extent of its own negligence, willful misconduct, or fraud in causing such damage or liability.
- D. For purposes of ensuring technologically current and secure web services, Pipeline is authorized to perform upgrades or maintenance on its Customer Activities and Informational Postings websites and supporting systems that may result in an outage of the website(s). If the upgrade or maintenance will, or could, result in an outage of the website(s), Pipeline will post a notice of the outage on the website(s) prior to performing the upgrade or maintenance. The posted notice shall provide Customers with details regarding alternative methods of conducting business, as well as the date(s), times and anticipated duration of the outage.

GENERAL TERMS AND CONDITIONS
Extraordinary Gas Losses
Section 27

27. Extraordinary Gas Losses

From time to time, Pipeline may experience extraordinary losses of gas from storage. These losses may be caused by a variety of factors, including mechanical failure of a storage well or wells, changes in storage reservoir hydraulics, migration, or differences between expected and actual reservoir operation. Pipeline's customers are therefore placed on notice that Pipeline may seek rate recovery for such extraordinary storage gas losses. Pipeline may propose to amortize extraordinary storage gas losses through its base rates only in a general NGA Section 4 rate change filing. Customers and other parties to such proceeding may challenge Pipeline's proposed rate recovery for extraordinary gas losses on any basis; provided, however, that they shall not be permitted to argue that parties received inadequate notice. For purposes of this section, the term "extraordinary" shall be defined by reference to the Commission's accounting regulations.

GENERAL TERMS AND CONDITIONS
Indemnification
Section 28

28. Indemnification

To the extent not specified elsewhere in this Tariff, each party to the executed Service Agreements shall bear responsibility for all of its own breaches, tortious acts, or tortious omissions connected in any way with the executed Service Agreements causing damages or injuries of any kind to the other party or to any third party, unless otherwise expressly agreed in writing between the parties. Therefore, the offending party as a result of such offense shall hold harmless and indemnify the non-offending party against any claim, liability, loss or damage whatsoever suffered by the non-offending party or by any third party. As used herein: the term "party" shall mean a corporation or partnership entity or individual with whom Pipeline has a contractual relationship; the phrase "damages or injuries of any kind" shall include without limitation actual damages, litigation expenses, court costs, and attorneys' fees; and the phrase "tortious acts or tortious omissions" shall include without limitation sole or concurrent simple negligence, gross negligence, recklessness, and intentional acts or omissions. Neither this Tariff nor any of the Service Agreements executed for services hereunder contemplate any third party beneficiaries to any service, term, or condition of this Tariff or any applicable Service Agreement.

GENERAL TERMS AND CONDITIONS
Unauthorized Gas
Section 29

29. Unauthorized Gas
- 29.1 Upon the detection of Unauthorized Gas on any of Pipeline's facilities, Pipeline will issue an EBB notice of Unauthorized Gas, directing all responsible parties to either obtain authority for the introduction of such gas or to remove it from the pipeline system, within 72 hours. Pipeline will make reasonable efforts to provide direct written or telecopied notice to the suspected owner or shipper of such Unauthorized Gas.
- 29.2 Upon the expiration of the 72-hour notice period, any Unauthorized Gas volumes that have not been attributed to an effective Service Agreement or removed from Pipeline's facilities will be confiscated, at no cost to Pipeline or Pipeline's Customers. Pipeline shall value any confiscated gas using the Valuation Method defined in Section 15.5.E of these General Terms, and credit the value of the gas in accordance with Section 15.5.B of these General Terms.
- 29.3 Pipeline will continue to confiscate any additional tenders of Unauthorized Gas from the detected source on a monthly basis, until such gas is attributed to an effective Service Agreement.

GENERAL TERMS AND CONDITIONS
Application of Rate Discounts
Section 30

30. Application of Rate Discounts

Any rate discount from a maximum unit rate published in Volume No. 1 of Pipeline's FERC Gas Tariff and provided by Pipeline to any Customer pursuant to a Service Agreement entered into after November 18, 1994, shall be applied to reduce the applicable constituents of the maximum unit rate in this order: (1) TOP usage surcharge, (2) TCRA; (3) Base Rate, and (4) Section 18 Surcharge.

GENERAL TERMS AND CONDITIONS
Incorporation of NAESB by Reference
Section 31

31. Incorporation of NAESB by Reference

Pipeline has adopted the Business Practices and Electronic Communications Standards, NAESB WGQ Version 3.0, and the standards revised by Minor Corrections MC15003, MC15004, MC15005, MC15009 and MC15012 all marked with an asterisk [*], which are required by the Commission in 18 CFR Section 284.12 (a), as indicated below. Standards without accompanying identification or notations are incorporated by reference. Standards that are not incorporated by reference are identified along with the tariff record in which they are located. Standards for which waivers or extensions of time have been granted are also identified.

Standards not Incorporated by Reference and their Location in Tariff:

<u>NAESB Standard</u>	<u>Tariff Record</u>
1.3.1*	Record No. 40.2, Section 1.1.G
1.3.2(i)	Record No. 40.14.3, Section 11A.3.A.1
1.3.2(ii)	Record No. 40.14.3, Section 11A.3.A.2
1.3.2(iii)	Record No. 40.14.3, Section 11A.3.A.3
1.3.2(iv)	Record No. 40.14.3, Section 11A.3.A.4
1.3.2(v)	Record No. 40.14.3, Section 11A.3.A.5
1.3.2(vi)	Record No. 40.14.3, Section 11A.3.A.6
1.3.5*	Record No. 40.14.3, Section 11A.3.A
1.3.7	Record No. 40.14.3, Section 11A.3.A
1.3.16	Record No. 40.14.3, Section 11A.3.B
1.3.19	Record No. 40.14.3, Section 11A.3.A
2.3.3	Record No. 40.14.5, Section 11A.5.A
2.3.4	Record No. 40.14.5, Section 11A.5.A
2.3.9	Record No. 40.4, Section 3.2.A
2.3.14	Record No. 40.5, Section 4.9
2.3.16	Record No. 40.14.5, Section 11A.5.B
2.3.26	Record No. 40.14.5, Section 11A.5.C
2.3.41	Record No. 40.47, Section 40.E
2.3.43	Record No. 40.47, Section 40.D
2.3.44	Record No. 40.47, Section 40.D
2.3.45	Record No. 40.47, Section 40.D
2.3.47	Record No. 40.47, Section 40.E
3.3.14	Record No. 40.8, Section 6.1
3.3.15	Record No. 40.8, Section 6.7
3.3.18	Record No. 40.8, Section 6.4
5.3.2	Record No. 40.30.2, Section 23.2.B
5.3.4	Record No. 40.30.3, Section 23.3.A
5.3.13	Record No. 40.30.2, Section 23.2.D
5.3.14	Record No. 40.30.2, Section 23.2.D
5.3.15	Record No. 40.30.2, Section 23.2.D
5.3.16	Record No. 40.30.2, Section 23.2.D
5.3.18	Record No. 40.33, Section 26.2.E
5.3.20	Record No. 40.33, Section 26.3.A.2
5.3.25	Record No. 40.30.2, Section 23.2.F.3
5.3.28	Record No. 40.30.2, Section 23.2.F.4
5.3.29	Record No. 40.30.2, Section 23.2.F.4
5.3.44	Record No. 40.30.6, Section 23.6.B.2
5.3.45	Record No. 40.30.6, Section 23.6.B.2.f.ii

5.3.53

Record No. 40.30.6, Section 23.6.B.6

Standards Incorporated by Reference:

Additional Standards:

General:

Definitions:

0.2.5

Standards:

0.3.1, 0.3.2, 0.3.16, 0.3.17

Creditworthiness:

Standards:

0.3.3, 0.3.4, 0.3.5, 0.3.6, 0.3.7, 0.3.8, 0.3.9, 0.3.10

Gas/Electric Operational Communications:

Definitions:

0.2.1, 0.2.2, 0.2.3, 0.2.4

Standards:

0.3.11, 0.3.12, 0.3.13, 0.3.14, 0.3.15

Operating Capacity and Unsubscribed:

Standards:

0.3.18, 0.3.20, 0.3.21, 0.3.22

Datasets:

0.4.2*, 0.4.3

Location Data Download:

Standards:

0.3.23, 0.3.24, 0.3.25, 0.3.26, 0.3.27, 0.3.28, 0.3.29

Dataset:

0.4.4*

Storage Information:

Dataset:

0.4.1*

Nominations Related Standards:

Definitions:

1.2.1, 1.2.2, 1.2.3, 1.2.4, 1.2.5, 1.2.6, 1.2.8, 1.2.9, 1.2.10, 1.2.11, 1.2.12, 1.2.13, 1.2.14,
1.2.15, 1.2.16, 1.2.17, 1.2.18, 1.2.19

Standards:

1.3.3, 1.3.4, 1.3.6, 1.3.8*, 1.3.9*, 1.3.11*, 1.3.13, 1.3.14, 1.3.15, 1.3.17, 1.3.18, 1.3.20,
1.3.21, 1.3.22, 1.3.23, 1.3.24, 1.3.25, 1.3.26, 1.3.27, 1.3.28, 1.3.29, 1.3.30, 1.3.31, 1.3.32,
1.3.33*, 1.3.34, 1.3.35, 1.3.36, 1.3.37, 1.3.38, 1.3.39, 1.3.40, 1.3.41, 1.3.42, 1.3.43, 1.3.44,
1.3.45, 1.3.46, 1.3.48, 1.3.51, 1.3.53, 1.3.55, 1.3.56, 1.3.58, 1.3.62, 1.3.64, 1.3.65, 1.3.66,
1.3.67, 1.3.68, 1.3.69, 1.3.70, 1.3.71, 1.3.72, 1.3.73, 1.3.74, 1.3.75, 1.3.76, 1.3.77, 1.3.79,
1.3.80, 1.3.81

Datasets:

1.4.1*, 1.4.2*, 1.4.3*, 1.4.4*, 1.4.5*, 1.4.6*, 1.4.7*

Flowing Gas Related Standards:

Definitions:

2.2.1, 2.2.2, 2.2.3, 2.2.4, 2.2.5

Standards:

2.3.1, 2.3.2, 2.3.5, 2.3.6, 2.3.7, 2.3.8, 2.3.10, 2.3.11, 2.3.12, 2.3.13, 2.3.15, 2.3.17, 2.3.18,
2.3.19, 2.3.20, 2.3.21, 2.3.22, 2.3.23, 2.3.25, 2.3.27, 2.3.28, 2.3.29, 2.3.30, 2.3.31, 2.3.32,
2.3.40, 2.3.42, 2.3.46, 2.3.48, 2.3.50, 2.3.51, 2.3.52, 2.3.53, 2.3.54, 2.3.55, 2.3.56, 2.3.57,
2.3.58, 2.3.59, 2.3.60, 2.3.61, 2.3.62, 2.3.63, 2.3.64, 2.3.65, 2.3.66

Datasets:

2.4.1*, 2.4.2, 2.4.3*, 2.4.4*, 2.4.5*, 2.4.6, 2.4.7, 2.4.8, 2.4.9, 2.4.10, 2.4.11, 2.4.17, 2.4.18

Invoicing Related Standards:

Definition:

3.2.1

Standards:

3.3.3, 3.3.4, 3.3.5, 3.3.6, 3.3.7, 3.3.8, 3.3.9, 3.3.10, 3.3.11, 3.3.12, 3.3.13, 3.3.16, 3.3.17,
3.3.19, 3.3.21, 3.3.22, 3.3.23, 3.3.24, 3.3.25, 3.3.26

Datasets:

3.4.1*, 3.4.2, 3.4.3, 3.4.4

Quadrant Electronic Delivery Mechanism Related Standards:

Definitions:

4.2.1, 4.2.2, 4.2.3, 4.2.4, 4.2.5, 4.2.6, 4.2.7, 4.2.8, 4.2.9, 4.2.10, 4.2.11, 4.2.12, 4.2.13,
4.2.14, 4.2.15, 4.2.16, 4.2.17, 4.2.18, 4.2.19, 4.2.20

Standards:

4.3.1, 4.3.2, 4.3.3, 4.3.16, 4.3.17, 4.3.18, 4.3.20, 4.3.22, 4.3.23, 4.3.24, 4.3.25, 4.3.26,
4.3.27, 4.3.28, 4.3.30, 4.3.31, 4.3.32, 4.3.33, 4.3.34, 4.3.35, 4.3.36, 4.3.38, 4.3.40, 4.3.41,
4.3.42, 4.3.43, 4.3.44, 4.3.45, 4.3.46, 4.3.47, 4.3.48, 4.3.49, 4.3.50, 4.3.52, 4.3.53, 4.3.54,
4.3.55, 4.3.57, 4.3.58, 4.3.60, 4.3.61, 4.3.62, 4.3.66, 4.3.67, 4.3.68, 4.3.69, 4.3.72, 4.3.75,
4.3.78, 4.3.79, 4.3.80, 4.3.81, 4.3.82, 4.3.83, 4.3.84, 4.3.85, 4.3.86, 4.3.87, 4.3.89, 4.3.90,
4.3.91, 4.3.92, 4.3.93, 4.3.94, 4.3.95, 4.3.96, 4.3.97, 4.3.98, 4.3.99, 4.3.100, 4.3.101,
4.3.102, 4.3.103, 4.3.104, 4.3.105

Capacity Release Standards:

Definitions:

5.2.1, 5.2.2, 5.2.3, 5.2.4, 5.2.5

Standards:

5.3.1, 5.3.3, 5.3.5, 5.3.7, 5.3.8, 5.3.9, 5.3.10, 5.3.11, 5.3.12, 5.3.19, 5.3.21, 5.3.22, 5.3.23, 5.3.24, 5.3.26, 5.3.31, 5.3.32, 5.3.33, 5.3.34, 5.3.35, 5.3.36, 5.3.37, 5.3.38, 5.3.39, 5.3.40, 5.3.41, 5.3.42, 5.3.46, 5.3.47, 5.3.48, 5.3.49, 5.3.50, 5.3.51, 5.3.52, 5.3.54, 5.3.55, 5.3.56*, 5.3.57, 5.3.58, 5.3.59, 5.3.60, 5.3.62, 5.3.62a, 5.3.63, 5.3.64, 5.3.65, 5.3.66, 5.3.67, 5.3.68, 5.3.69, 5.3.70, 5.3.71, 5.3.72, 5.3.73

Datasets:

5.4.14, 5.4.15, 5.4.16*, 5.4.17, 5.4.20*, 5.4.21*, 5.4.22*, 5.4.23, 5.4.24*, 5.4.25, 5.4.26*, 5.4.27

Internet Electronic Transport Related Standards:

Definitions:

10.2.1, 10.2.2, 10.2.3, 10.2.4, 10.2.5, 10.2.6, 10.2.7, 10.2.8, 10.2.9, 10.2.10, 10.2.11, 10.2.12, 10.2.13, 10.2.14, 10.2.15, 10.2.16, 10.2.17, 10.2.18, 10.2.19, 10.2.20, 10.2.21, 10.2.22, 10.2.23, 10.2.24, 10.2.25, 10.2.26, 10.2.27, 10.2.28, 10.2.29, 10.2.30, 10.2.31, 10.2.32, 10.2.33, 10.2.34, 10.2.35, 10.2.36, 10.2.37, 10.2.38

Standards:

10.3.1, 10.3.3, 10.3.4, 10.3.5, 10.3.6, 10.3.7, 10.3.8, 10.3.9, 10.3.10, 10.3.11, 10.3.12, 10.3.14, 10.3.15, 10.3.16, 10.3.17, 10.3.18, 10.3.19, 10.3.20, 10.3.21, 10.3.22, 10.3.23, 10.3.24, 10.3.25, 10.3.26, 10.3.27

Standards for which Waiver or Extension of Time to Comply have been granted:

None

GENERAL TERMS AND CONDITIONS
Periodic Reports
Section 32

32. Periodic Reports

32.1.

GENERAL TERMS AND CONDITIONS
Carrying Charge Calculations
Section 33

33. Carrying Charge Calculations

33.1 General. After computing carrying charges on any deferred account balance that is subject to this Section, Pipeline will:

- A. Compound carrying charges on a calendar quarter basis; and
- B. Debit carrying charges to the deferred account if the carrying charge base is a debit (positive), and credit carrying charges to the deferred account if the carrying charge base is a credit (negative).

33.2. Calculation. To compute carrying charges, Pipeline will multiply the carrying charge rate by the appropriate carrying charge base.

- A. Carrying charge base. The carrying charge base for the refund, revenue credits, and billing adjustments subaccount will be the prior month's ending refund, revenue credit, and billing adjustment subaccount balance of Account No. 186, adjusted for any applicable deferred income taxes recorded and reduced for any unpaid accruals. The carrying charge base for any other subaccount of Account No. 186 will be the prior month's ending balance: (i) reduced for unpaid accruals; (ii) adjusted for any applicable deferred income taxes; and (iii) increased or decreased for exchange transactions and transportation imbalance cost adjustments; and (iv) adjusted for the difference, if any, between the rate used for storage gas, and the rate that would be effective for storage gas if a rolling weighted average inventory costing methodology had been used.
- B. Carrying charge rate. Pipeline will compute a monthly carrying charge rate by stating on an annual basis the applicable calendar quarterly rate prescribed in Section 154.501(d)(1) of the Commission's regulations, dividing the annual rate by 365, or 366 if a leap year, to compute a daily interest rate, expressed to the nearest one ten-thousandth of one percent; and multiplying the daily interest rate by the number of days in the applicable month, to compute a monthly rate, expressed to the nearest one-one hundredth of one percent.

GENERAL TERMS AND CONDITIONS
Transfer of Storage Rights
Section 34

34. Transfer of Storage Rights

34.1 Limitations.

- A. Any Customer under Pipeline's Rate Schedules GSS or GSS-E ("Transferring Customer") may transfer all or any part of its injection entitlements, withdrawal entitlements, or storage inventory to any other Customer that has also executed a Service Agreement providing for storage service under Rate Schedules GSS or GSS-E ("Receiving Customer"), including Service Agreements executed through the release of storage service under Section 23 of the General Terms and Conditions of this Tariff. Such transfer will be permitted only to the extent that it does not impair Pipeline's current or future operations, or curtail current or future service to any firm Customer at a Primary point. Pipeline will not permit transfers of interruptible storage service entitlements to firm storage service accounts. Pipeline may post EBB notices regarding the availability of transfers under this Section 34, and may issue operational flow orders limiting Customers' entitlements under this Section 34, as set forth in Section 11B of the General Terms and Conditions. Subject to the limitations of this Section 34, Pipeline will permit transfers in whole or in part.
- B. In response to a transfer request under this Section 34, Pipeline will provide Transferring and Receiving Customer with information regarding:
 - 1. the basis of Pipeline's total or partial rejection of the transfer request, if applicable; and
 - 2. the resulting inventory and withdrawal entitlement rights available to Transferring and Receiving Customer, as applicable.

34.2 Transfers of Injection Entitlements. Transferring Customer may transfer its available entitlement to inject gas into storage to Receiving Customer for any Day, by providing no less than 24 hours' prior notice of the transfer to Pipeline. Receiving Customer will then nominate injections in accordance with the nomination procedures of the applicable Rate Schedule and the General Terms and Conditions. Such transfer must be irrevocable and without conditions.

- A. Transferring Customer must provide written authorization confirming the quantity and duration of injections transferred to Receiving Customer.
- B. Receiving Customer must use the Receipt Points required by Transferring Customer's Service Agreement and by the applicable Rate Schedule when nominating injections through transferred entitlements.
- C. Regardless of any transfers of injection entitlements hereunder, Transferring Customer must fulfill any obligations established in the executed Service Agreement to tender minimum quantities of gas for injection at specified Receipt Points.
- D. Receiving Customer will be billed and will pay for all injection charges associated with the injection of gas on any Day under transferred entitlements. In addition, Receiving Customer will be assessed any penalties applicable to its injections on that Day, with such penalties evaluated in light of the total injection entitlements of Receiving Customer including the entitlements obtained through the transfer.
- E. The MDIQ of Transferring Customer will be reduced, and the MDIQ of Receiving Customer will be increased, by the quantities transferred under this Section 34.2 for each day that the transfer

remains in effect. The Storage Gas Balance of Receiving Customer will be increased by the quantities injected, subject to the Storage Capacity limitations of the storage service Rate Schedule as applicable to Receiving Customer.

- 34.3 Transfers of Withdrawal Entitlements. Subject to any applicable operational flow orders, Transferring Customer may transfer to a Receiving Customer the withdrawal entitlements established in Transferring Customer's executed Service Agreement, up to the MDWQ that Pipeline is obligated to deliver to Transferring Customer. Transferring Customer may transfer all or a portion of its entitlement by providing Pipeline with no less than 24 hours' prior notice of the transfer. Receiving Customer will then nominate withdrawals out of Receiving Customer's Storage Gas Balance in accordance with the standard nomination procedures of the applicable Rate Schedule and the General Terms and Conditions. Such nominations must be prospective only, irrevocable and without conditions.
- A. Transferring Customer must provide written authorization confirming the quantity and duration of withdrawals transferred to Receiving Customer.
 - B. Receiving Customer must use the Delivery Points required by Transferring Customer's Service Agreement and by the applicable Rate Schedule when nominating withdrawals through transferred entitlements. Receiving Customer is responsible for securing appropriate transportation service as may be required to deliver withdrawn quantities from Transferring Customer's applicable point(s) of withdrawal.
 - C. Receiving Customer will be billed and will pay for all withdrawal charges associated with withdrawal of gas on any day under transferred entitlements. In addition, Receiving Customer will be assessed any penalties applicable to its withdrawals on that Day, with such penalties evaluated in light of the total withdrawal entitlements of Receiving Customer including the entitlements obtained through the transfer.
 - D. The MDWQ of Transferring Customer will be reduced, and the MDWQ of Receiving Customer will be increased, by the quantities transferred under this Section 34.3 for each day that the transfer remains in effect. The Storage Gas Balance of Receiving Customer will be reduced by the quantities withdrawn, subject to the inventory limitations of the storage service Rate Schedule applicable to Receiving Customer.
- 34.4 Transfers of Inventory. Transferring Customer may transfer all or any part of its Storage Gas Balance to a Receiving Customer.
- A. Winter Period. During the Winter Period, Transferring Customer may transfer any part of its Storage Gas Balance to a Receiving Customer, subject to the limitations set forth in this Section 34. A transfer of inventory may also be made in conjunction with a transfer of withdrawal entitlements to Receiving Customer, under Section 34.3, above.
 - (1) Transferring Customer must provide Pipeline with 48 hours' prior written notice of such transfers; Pipeline may elect to consider requests based on shorter notice when its resources permit, only after Pipeline reviews any timely transfer requests. Such notice must state clearly the inventory quantity to be transferred, the associated storage withdrawal entitlements to be transferred, if any, and the date(s) on which the transfer is to be effective. Such notice must be irrevocable and without conditions.
 - (2) Transferred inventory will increase the Storage Gas Balance of Receiving Customer, and decrease the Storage Gas Balance of Transferring Customer, for all purposes effective as of the next Day following the effective date of the transfer.
 - (3) Solely for the purposes of applying Section 8.7 of Rate Schedule GSS, Section 8.6 of Rate Schedule GSS-E, and GT&C Section 35.3.D, the Transferring Customer will determine if,

and to what extent, the transferred inventory (other than transfers of Winter Period Injections) will count as a withdrawal pursuant to the Minimum Turnover obligation of the Transferring Customer. The Transferring Customer will specify any transfer of Minimum Turnover obligation when the inventory transfer is requested. For any such inventory transfer to be effective, the Receiving Customer must provide Pipeline with prior written notice of the acceptance of such transfer of inventory and Minimum Turnover obligation. Notice will be provided prior to the effective date of the transfer. Pipeline shall notify Transferring Customer if such Receiving Customer notice has not been received by Pipeline within 24 hours of Pipeline's receipt of Transferring Customer's inventory transfer request. Such transfers of Minimum Turnover obligation will increase the Receiving Customer's and decrease the Transferring Customer's obligation by the amount specified, but shall not impact the responsibilities of any other party.

(4) As a result of the transfer of storage inventory under this Section 34, and until the end of the Winter Period in which the transfer occurs, Transferring Customer and any Receiving Customers shall be entitled to no greater withdrawal entitlement in the aggregate than they would have had absent the transfer.

3. A Transferring Customer may transfer storage inventory to a party holding adequate capacity entitlements in the third-party pipeline storage capacity of Pipeline's Ellisburg, Leidy, or Oakford storage pools, subject to payment of Pipeline's otherwise-applicable withdrawal charges and subject to the following conditions:
 - a. In addition to the notice required by Section 34.4.1., Transferring Customer must demonstrate, to the satisfaction of Pipeline, that the receiving party has adequate capacity entitlements in the third-party pipeline storage capacity of these pools.
 - b. Inventory transfers are subject to the consent of the affected third-party pipeline, consistent with the terms and conditions of such third-party pipeline's tariff and any applicable certificate authorization.
 - c. Each transfer must be supported by an adequate Storage Gas Balance of Transferring Customer.
 - d. On a cumulative basis during any Winter Period, Transferring Customer may transfer quantities of inventory that shall not exceed Pipeline's maximum daily obligation to deliver quantities to Transferring Customer under the affected Service Agreement at the affected point (on a primary or firm basis, not subject to interruption), multiplied by Transferring Customer's Storage Capacity, and divided by its Storage Demand. During the Winter Period, Transferring Customer may acquire additional inventory transfer rights under this Section 34.4.A.3., by replenishing its Storage Gas Balance in advance at the point affected by the transfer, whether by physical injection or by an inventory transfer under this Section 34 (other than a transfer under this Section 34.4.A.3).
4. Receiving Customer may obtain a transfer of storage inventory from a party storing gas in the third-party pipeline storage capacity of Pipeline's Ellisburg, Leidy, or Oakford storage pools, subject to payment of Pipeline's otherwise-applicable injection charges, and to the following conditions:
 - a. In addition to the notice required by Section 34.4.1, Receiving Customer must demonstrate, to the satisfaction of Pipeline, that the transferring party

has sufficient inventory within its capacity entitlements in the third-party pipeline storage capacity of these pools.

- b. Inventory transfers are subject to the consent of the affected third-party pipeline, consistent with the terms and conditions of such third-party pipeline's tariff and any applicable certificate authorization.
- c. Receiving Customer must have adequate unfilled Storage Capacity to accommodate the transfer.
- d. On a cumulative basis during any Winter Period, Receiving Customer may nominate physical storage injections and obtain transfers of inventory under this Section 34.4 that do not exceed 70 per cent of the Storage Capacity under the affected Service Agreement (representing Customer's 1/214th per Day entitlement, multiplied by the 151-Day Winter Period).

B. Summer Period.

- 1. During the Summer Period, Transferring Customer may transfer any part of its Storage Gas Balance to Receiving Customer, without associated withdrawal entitlements. Transferring Customer must provide Pipeline with 24 hours' prior written notice of such transfers; Pipeline may elect to consider requests based on shorter notice when its resources permit, only after Pipeline reviews any timely transfer requests. Such notice must state clearly the inventory quantity to be transferred, and the date on which the transfer is to be effective. Such notice must be irrevocable and without conditions.
- 2. Transferred inventory will increase the Storage Gas Balance of Receiving Customer, and decrease the Storage Gas Balance of Transferring Customer, for all purposes effective as of the next Day following the effective date of the transfer.
- 3. Solely for the purposes of applying Section 8.7 of Rate Schedule GSS, Section 8.6 of Rate Schedule GSS-E, and GT&C Section 35.3.D, the Transferring Customer will determine if, and to what extent, during the period April 1 through April 15 inclusive, transferred inventory (other than Winter Period Injections) will count as a withdrawal pursuant to the Minimum Turnover obligation of Transferring Customer. The Transferring Customer will specify any transfer of Minimum Turnover obligation when the inventory transfer is requested. For any such inventory transfer to be effective, the Receiving Customer must provide Pipeline with prior written notice of the acceptance of such transfer of inventory and Minimum Turnover obligation. Notice will be provided prior to the effective date of the transfer. Pipeline shall notify Transferring Customer if such Receiving Customer notice has not been received by Pipeline within 24 hours of Pipeline's receipt of Transferring Customer's inventory transfer request. Such transfers of Minimum Turnover obligation will increase the Receiving Customer's and decrease the Transferring Customer's obligation by the amount specified, but shall not impact the responsibilities of any other party.

GENERAL TERMS AND CONDITIONS
Conditions Applicable to Storage Services
Section 35

35. Conditions Applicable to Storage Services

35.1 Determination of Deliveries, Injections and Withdrawals.

The quantities of gas injected into storage for Customer's account and withdrawn from storage and delivered to Customer on any Day shall be determined by Pipeline's meters at or near the points of delivery when gas is delivered to Customer or Pipeline under a storage service Rate Schedule only. When gas is delivered to Customer or Pipeline under a storage service Rate Schedule and other rate schedule(s) on the same Day, then the gas delivered under the storage service Rate Schedule shall be the quantity scheduled for injection or withdrawal on such Day by Customer and Pipeline, subject to any adjustments required under Rate Schedule FTNN. Pipeline shall keep accurate records of quantities injected and withdrawn for Customer's account, and of Customer's Storage Gas Balance, which records shall be made available to Customer at its written request.

35.2 Summer Period Billing Adjustments Under Rate Schedules GSS and GSS-E

If during the Summer Period, Pipeline is unable to inject into storage quantities of gas nominated during such period by Customer for injection and tendered to Pipeline at any Primary Receipt Point specified under a storage Service Agreement, then the Storage Demand Charge and the Storage Capacity Charge shall be reduced in the following manner: If, at the end of the Summer Period, Customer's Storage Gas Balance is less than Customer's Storage Capacity due solely to Pipeline's inability to inject gas in accordance with Section 7 of Rate Schedules GSS and GSS-E, then the Storage Demand Charge applicable for the current Storage Year shall be that part of the total Storage Demand Charge herein provided which Customer's Storage Gas Balance as of such date bears to Customer's Storage Capacity. The same proportionate reduction shall be made in the Storage Capacity for the same one-year period.

35.3 Unauthorized Overruns

A. Daily Injection Overruns. In the event that Customer tenders to Pipeline for injection on any Day unauthorized quantities of gas in excess of the Maximum Daily Injection Quantity ("MDIQ"), Pipeline may notify a firm Customer by telephone, e-mail, and/or telecopier and by EBB, directing Customer to reduce the quantities tendered for injection to the MDIQ, plus any tolerances permitted by this Section 35.3.A, within 24 hours. If Customer fails to comply, Customer shall pay Pipeline a Daily Injection Unauthorized Overrun Charge as set forth on Tariff Record No. 10.80 and the associated fuel retention percentage for all gas in excess of:

1. 115% of the MDIQ, for the period extending April 1 through July 31 of each year;
2. 107% of the MDIQ, for the month of August each year; and
3. 102% of the MDIQ during the months of September and October each year.

B. Storage Capacity Overruns. In the event that Customer's Storage Gas Balance at any time exceeds Customer's Storage Capacity, Customer shall have 24 hours after notice by Pipeline to adjust injections and withdrawals such that Customer's Storage Gas Balance is equal to or less than Customer's Storage Capacity. If Customer fails to make such adjustments within such 24-hour period, Customer shall pay Pipeline each Day the Storage Gas Balance Unauthorized Overrun Charge as set forth on Tariff Record No. 10.80 for each Dt of Customer's Storage Gas Balance that exceeds Customer's Storage Capacity, until Customer has made the required adjustments.

- C. Excess Withdrawals. In the event that Customer withdraws from storage on any Day a quantity of gas in excess of the total of (a) the quantity of gas that Customer is entitled to withdraw pursuant to Section 8 of the applicable Rate Schedule and (b) any "From Customer's Balance" quantities that Pipeline has agreed to Withdraw for Customer under Section 9 of the applicable Rate Schedule, Customer shall pay Pipeline an Unauthorized Withdrawal Overrun Charge as set forth on Tariff Record No. 10.80 and the From Customer's Balance rate for all such excess withdrawals.
1. Any such excess withdrawals will reduce Customer's Storage Gas Balance by an equivalent quantity of gas.
 2. If such excess withdrawal exceeds Customer's Storage Gas Balance, Customer must replace the overrun within 48 hours after Pipeline has notified Customer of such overrun, or pay an additional amount of \$25.00 per Dt per Day until such time as the gas is replaced.
- D. Failure to Comply with Minimum Turnover. If the Aggregate Minimum Turnover obligation (as defined in Section 8.7 of Rate Schedule GSS or Section 8.6 of Rate Schedule GSS-E) is not met by April 15 of any year, then Pipeline shall assess a total Minimum Turnover Charge equal to two times the effective fuel retention percentage set forth in this Tariff for Rate Schedule GSS, for each Dt of deficiency associated with such Aggregate Minimum Turnover obligation. The applicable total Minimum Turnover Charge shall be allocated among responsible Customers as explained below.
1. Pipeline shall determine the Minimum Turnover Charge to be assessed to each Customer by identifying (1) all releases by a November 1 Customer and any subsequent re-releases that included Minimum Turnover obligations pursuant to GT&C Section 23.2.F.14.c, and (2) all inventory transfers that included Minimum Turnover obligations pursuant to GT&C Sections 34.4.A.2 and 34.4.B.2. For each such delegated Minimum Turnover obligation associated with a replacement contract:
 - a. the Storage Replacement Customer will not be assessed a Minimum Turnover Charge if its Turnover (as defined in Section 8.7 of Rate Schedule GSS or Section 8.6 of Rate Schedule GSS-E) equaled or exceeded its Minimum Turnover obligation.
 - b. any Storage Replacement Customer whose Turnover fell short of its Minimum Turnover obligation will be assessed a percentage of the total applicable Minimum Turnover Charge that is equal to the proportion (not to exceed one hundred percent) of its shortfall in Turnover to the total shortfall associated with capacity held by November 1 Customer.
 - c. if the Storage Replacement Customer's Turnover exceeded its Minimum Turnover obligation, then the excess will be offset first against any shortfall in withdrawals by the Customer from whom it directly obtained the capacity and, if additional excess remains, then against any shortfall of the Customer (if any) that released capacity to that Customer.
 2. The November 1 Customer shall be responsible for meeting the Minimum Turnover obligation that was not otherwise delegated or transferred pursuant to GT&C Sections 23.2.F.14.c, 34.4.A.2 or 34.4.B.2. However, for any release by November 1 Customer that did not include a Minimum Turnover delegation pursuant to GT&C Section 23.2.F.14.c, all Turnover by the Storage Replacement Customer(s) pursuant to such release(s) shall be attributed to the November 1 Customer in determining if its Minimum Turnover obligation has been satisfied. Therefore, the November 1 Customer shall be subject to that portion of the total applicable Minimum Turnover Charge not delegated to Storage Replacement

Customer(s) or transferred to recipient(s) of inventory transfers pursuant to the provisions of Section D.1 above.

3. Pipeline shall collect the Minimum Turnover Charge by deducting the applicable quantity of gas from each assessed Customer's Storage Gas Balance on May 31. If any Customer lacks sufficient inventory at that time for the charge to be deducted, then DETI will collect the Minimum Turnover Charge in cash, using the "Valuation Method" set forth in GT&C Section 15.5.E., using April as the applicable month for valuation. If a Customer does not pay its required Minimum Turnover Charge, Pipeline shall not have any recourse to any other Customer for that charge.
 4. Pipeline shall provide each Customer assessed a Minimum Turnover Charge a statement setting forth the derivation of the charge by no later than May 15 of the year in which the charge is assessed.
 5. Pipeline shall credit all monies and gas collected hereunder to its TCRA, as defined in GT&C Section 15, valuing the gas using the Valuation Method defined in Section 15.5.E, using April as the applicable month for valuation.
- E. The charges described in this Section 35.3 shall be billed for the month in which the overrun or penalty is incurred, and shall be in addition to the charges otherwise payable under the applicable Rate Schedule. Each charge described in this Section 35.3 shall be separately assessed and payable in any month.
- F. The payment of a charge under this Section 35.3 for any conduct shall not be construed as giving any Customer the right to engage in such conduct; nor shall payment be construed as a substitute for any other remedies available to Pipeline or to any other Customer against the Customer incurring the overrun or penalty for failure to adhere to its obligations under the provisions of the applicable Rate Schedule, the Service Agreement or the General Terms and Conditions of this Tariff.
- G. Pipeline shall post on its EBB the options available to Customer to minimize or avoid the charges described in this Section. Such posting shall include alternative services offered by Pipeline.

GENERAL TERMS AND CONDITIONS
Discount Terms
Section 36

36. Discount Terms

In the event that Pipeline agrees to discount its maximum rates for service under Rate Schedules contained in this Volume No. 1, then Pipeline and Customer may agree to the types of discounts specified herein without such discounts constituting a material deviation from Pipeline's form of service agreement. Pipeline and Customer may agree that a specified discounted rate will apply: (1) only to specified quantities under the service agreement; (2) only if specified quantities are achieved or only with respect to quantities below a specified level; (3) only during specified periods of time; (4) only to (a) specified point(s), combination of points, market(s), or other defined geographical area(s); (5) only to reserves committed by customer; and/or (6) only in a specified relationship to the quantities actually delivered (i.e. that the maximum rate will be adjusted in a specified relationship to quantities actually delivered). Notwithstanding the foregoing, no discounted rate shall be less than the applicable minimum rate.

GENERAL TERMS AND CONDITIONS
Construction of Delivery Tap Facilities
Section 37

37. Construction of Delivery Tap Facilities.
- 37.1 For the purposes of this Section 37, "Requested Facilities" shall mean Taps, M&R Equipment and Laterals. Requested Facilities shall not include major expansion of transmission facilities. "Tap" shall mean a delivery tap and shall include, but shall not be limited to, flanges and block valves and sufficient pipeline from the Pipeline's existing transmission facilities to the edge of Pipeline's right-of-way. "M&R Equipment" shall include miscellaneous connecting pipeline to the tap, meters, compression, flow and pressure regulators, filters/separators, gas heaters, flanges, check valves, electronic gas measurement, communication equipment and gas conditioning and odorization equipment other than equipment included in the Tap. "Lateral" shall mean any transmission pipeline extension (other than a mainline extension) built by Pipeline from an existing transmission pipeline facility or new Tap to deliver gas to or on behalf of one or more Customers, including new delivery points and enlargements or replacements of existing laterals. "Construction" shall mean the construction, modification, rearrangement or installation by Pipeline or its designee of Requested Facilities to perform any service, including any Requested Facilities necessary for Pipeline to deliver gas to, or measure any gas delivered to or on behalf of any Customer requesting Pipeline's construction of such facilities.
- 37.2 A party shall submit a request for facilities under Section 11.A.1. requesting Pipeline to construct Requested Facilities in conjunction with a request for transportation services ("Requesting Customer"). Notwithstanding the standards set forth in Section 20 of these General Terms and Conditions, Pipeline will receive and process all such all such requests for construction of Requested Facilities in a manner that is not unduly discriminatory.
- 37.3 Pipeline shall construct Requested Facilities under the conditions provided below:
- A. Requested Facilities shall be located at points that, in Pipeline's reasonable judgment, are the most practical, convenient and readily accessible sites; provided, however, Pipeline shall approve Requesting Customer's proposed point(s) provided that the interconnection is operationally feasible, it meets all regulatory and legal requirements, including the requirements of this Tariff, and does not adversely affect safety, Pipeline's ability to meet its contract and tariff obligations, reliability of service to existing customers, or the environment; and
 - B. The Pipeline and Requesting Customer shall cooperate to provide in a cost-effective manner the supporting evidence and analysis necessary to obtain governmental approvals for their respective facilities from any federal, state or local government agency having jurisdiction including, but not limited to, all exhibits required by an application for FERC authorization; and
 - C. Terms and conditions of the Construction, ownership, operation and maintenance of Requested Facilities shall be mutually agreed to by Pipeline and the requesting party and set forth in a facilities agreement (unless Pipeline has agreed to pay for the cost of all Requested Facilities); and
 - D. The Requesting Customer shall reimburse or agree to reimburse Pipeline for the cost of construction as provided for in Section 37.4. below.
- 37.4 Subject to Sections 11.A.1 and Section 37.3, above, Pipeline shall construct, modify or rearrange Requested Facilities for any Requesting Customer's that agrees to pay Pipeline an amount that fully reimburses Pipeline for the cost of such Requested Facilities and their Construction as set forth in a facilities agreement. Pipeline may condition its Construction of Requested Facilities on payment from the Requesting Customer of (1) any or all costs of the Requested Facilities and their Construction and (2) Related Costs incurred prior to the in-service date of the Requested Facilities, which shall be defined to

include, but are not limited to, operating and maintenance expenses, administrative and general expenses, employee salaries on a time-devoted basis and related expenses, taxes other than income taxes, depreciation costs and the time value of money, as set forth in a facilities agreement, and (3) a gross-up for state and federal income taxes, if applicable. Unless the Pipeline agrees to allow the Requesting Customer to pay such costs at some other time or in installments, any agreement for Construction of Requested Facilities shall provide that the Requesting Customer shall pay Pipeline the costs of Construction and Related Costs prior to the commencement of Construction. If actual costs are not known, Pipeline shall be entitled to bill the Requesting Customer based upon estimated costs and the Requesting Customer shall be required to pay such estimated costs, provided however, upon determining its actual costs, Pipeline shall have thirty days to either refund any excess collections or bill for any under-collections, as appropriate, to provide for the Pipeline's collection of its actual costs, including the time value of money. If DETI fails to use due diligence in pursuing the construction of Requested Facilities or the filing of the necessary governmental permits and such failure delays the commencement of service beyond 60 days of the agreed in-service date, DETI will reimburse Requesting Customer the time value of money advanced for each day beyond the agreed in-service date at the FERC approved interest rate.

- 37.5 Pipeline may agree to pay all or part of the costs of the Requested Facilities and their Construction, Related Costs and tax gross up if the Construction is economically or operationally beneficial to Pipeline. In determining economic or operational benefit, Pipeline may consider the following factors, among others: costs of the Requested Facilities and their Construction; the estimated incremental throughput and/or revenues attributable to the Requested Facilities; the Related Costs and tax gross up attributable to the Requested Facilities; the marketability of the capacity associated with the Requested Facilities; the location of the markets associated with the Requested Facilities; the interruptible or firm nature of the transportation service; the availability of capital funds on terms and conditions acceptable to Pipeline; the time value of money; increased system or operational reliability or flexibility; and increased access to new supplies or markets.

GENERAL TERMS AND CONDITIONS
Nonconforming Service Agreements
Section 38

- 38. Nonconforming Service Agreements
- 38.1 Doswell Limited Partnership, Rate Schedule FTNN (Contract No. 200063) and Rate Schedule GSS (Contract No. 300089)
- 38.2 Virginia Power Services Energy Corporation, Inc., Rate Schedule FTNN (Contract No. 200159) and Rate Schedule GSS (Contract No. 300132)
- 38.3 Indeck-Corinth Limited Partnership, Rate Schedule FT (Contract No. 200688)
- 38.4 Philadelphia Gas Works, Rate Schedule GSS (Contract No. 600033)
- 38.5 IDT Energy, Inc., Rate Schedule FT (Contract No. 200511)
- 38.6 Hope Gas, Inc., d/b/a Dominion Energy West Virginia, Rate Schedule FTNN (Contract No. 100026)
- 38.7 Hope Gas, Inc., d/b/a Dominion Energy West Virginia, Rate Schedule FTNN (Contract No. 700010)
- 38.8 Hope Gas, Inc., d/b/a Dominion Energy West Virginia, Rate Schedule IT (Contract No. E00373)
- 38.9 Virginia Power Services Energy Corporation Inc., Rate Schedule FT (Contract No. 200531)
- 38.10 Columbia Gas of Virginia, Inc., Rate Schedule GSS (Contract No. 300183)
- 38.11 Columbia Gas of Virginia, Inc., Rate Schedule FT (Contract No. 200525)
- 38.12 Baltimore Gas and Electric Company, Rate Schedule GSS (Contract No. 300184)
- 38.13 Baltimore Gas and Electric Company, Rate Schedule FT (Contract No. 200526)
- 38.14 Virginia Natural Gas, Inc., Rate Schedule FT (Contract No. 200527)
- 38.15 United States Gypsum Company, Rate Schedule FT (Contract No. 200528)
- 38.16 Connecticut Natural Gas Corporation, Rate Schedule FT (Contract No. 200106)
- 38.17 Cortland Regional Medical Center, Inc., Rate Schedule FT (Contract No. 200287)
- 38.18 HG Energy II Appalachia, LLC, Rate Schedule FT (Contract No. 200729)
- 38.19 Peoples Natural Gas Company, LLC, Rate Schedule FT (Contract No. 200550)
- 38.20 Seneca Resources Corporation, Rate Schedule FT (Contract No. 200551)
- 38.21 Equitable Energy, LLC, Rate Schedule FT (Contract No. 200552)
- 38.22 Snyder Brothers, Inc., Rate Schedule FT (Contract No. 200553)

- 38.23 Dominion Energy Field Services, Inc., Rate Schedule FT (Contract No. 200554)
- 38.24 Statoil Natural Gas, LLC, Rate Schedule FT (Contract No. 200541)
- 38.25 Statoil Natural Gas, LLC, Rate Schedule GSS-E (Contract No. 300185)
- 38.26 Domtar Paper Company, LLC, Rate Schedule FT (Contract No. 200702)
- 38.27 Cornell University, Rate Schedule FT (Contract No. 200543)
- 38.28 Central Hudson Gas & Electric Corporation, Rate Schedule GSS (Contract No. 300113)
- 38.29 Colonial Gas Company d/b/a National Grid, Rate Schedule GSS (Contract No. 300115)
- 38.30 KeySpan Gas East Corporation, d/b/a National Grid, Rate Schedule GSS (Contract No. 300118)
- 38.31 New Jersey Natural Gas Company, Rate Schedule GSS (Contract No. 300120)
- 38.32 Southern Connecticut Gas Company, Rate Schedule GSS (Contract No. 300125)
- 38.33 UGI Utilities, Inc., Rate Schedule GSS (Contract No. 300126)
- 38.34 Pivotal Utility Holdings Inc., d/b/a Elizabethtown Gas, Rate Schedule GSS (Contract No. 300167)
- 38.35 New Jersey Natural Gas Company, Rate Schedule FTNN (Contract No. 100034)
- 38.36 New Jersey Natural Gas Company, Rate Schedule GSS (Contract No. 300069)
- 38.37 Brooklyn Union Gas Company, d/b/a National Grid NY, Rate Schedule FTNN (Contract No. 100003)
- 38.38 Brooklyn Union Gas Company, d/b/a National Grid NY, Rate Schedule GSS (Contract No. 300004)
- 38.39 Niagara Mohawk Power Corporation, d/b/a National Grid, Rate Schedule FTNN (Contract No. 100001)
- 38.40 Niagara Mohawk Power Corporation, d/b/a National Grid, Rate Schedule FTNN (Contract No. 700001)
- 38.41 The East Ohio Gas Company d/b/a Dominion Energy Ohio, Rate Schedule FTNN (Contract No. 100002)
- 38.42 The East Ohio Gas Company d/b/a Dominion Energy Ohio, Rate Schedule FTNN (Contract No. 700002)
- 38.43 Castleton Power, LLC, Rate Schedule FT (Contract No. 200220)
- 38.44 Columbia Gas of Pennsylvania, Inc., Rate Schedule GSS (Contract No. 600037)
- 38.45 PECO Energy Company, Rate Schedule GSS (Contract No. 600032)
- 38.46 Bay State Gas Company, Rate Schedule GSS (Contract No. 600002)
- 38.47 Consolidated Edison Company of New York, Inc., Rate Schedule GSS (Contract No. 600011)
- 38.48 NSTAR Gas Company (formerly Commonwealth Gas Company), Rate Schedule GSS (Contract No. 600005)
- 38.49 Boston Gas Company, d/b/a National Grid, Rate Schedule GSS (Contract No. 600020)

- 38.50 Yankee Gas Services Company, Rate Schedule GSS (Contract No. 600039)
- 38.51 UGI Utilities, Inc., Rate Schedule GSS (Contract No. 600038)
- 38.52 The Narragansett Electric Company, d/b/a National Grid, Rate Schedule GSS (Contract No. 600045)
- 38.53 Colonial Gas Company, d/b/a National Grid, Rate Schedule GSS (Contract No. 600008)
- 38.54 Central Hudson Gas & Electric Corporation, Rate Schedule GSS (Contract No. 600029)
- 38.55 Southern Connecticut Gas Company, Rate Schedule GSS (Contract No. 600025)
- 38.56 Virginia Natural Gas, Inc., Rate Schedule FTNN (Contract No. 100007)
- 38.57 Virginia Natural Gas, Inc., Rate Schedule FTNN (Contract No. 700005)
- 38.58 Virginia Natural Gas, Inc., Rate Schedule GSS (Contract No. 300008)
- 38.59 Reserved
- 38.60 Reserved
- 38.61 Reserved
- 38.62 New York State Electric & Gas Corporation, Rate Schedule FTNN (Contract No. 100036)
- 38.63 Pivotal Utility Holdings, Inc., d/b/a Elizabethtown Gas, Rate Schedule FTNN (Contract No. 100115)
- 38.64 Pivotal Utility Holdings, Inc., d/b/a Elizabethtown Gas, Rate Schedule GSS (Contract No. 300165)
- 38.65 UGI Central Penn Gas, Inc., Rate Schedule GSS (Contract No. 300110)
- 38.66 CNX Gas Company, LLC, Rate Schedule IT (Contract No. E00460)
- 38.67 CenterPoint Energy Services, Inc., Rate Schedule FT (Contract No. 200530)
- 38.68 Merrill Lynch Commodities, Inc., Rate Schedule FT (Contract No. 200524)
- 38.69 Peoples Natural Gas Company, LLC, Rate Schedule FTNN (Contract No. 100119)
- 38.70 PSEG Energy Resources & Trade, LLC, Rate Schedule FTNN (Contract No. 525445)
- 38.71 Rochester Gas and Electric Corporation, Rate Schedule FTNN (Contract No. 100021)
- 38.72 Reserved
- 38.73 Washington Gas Light Company, Rate Schedule FTNN (Contract No. 100005)
- 38.74 Niagara Mohawk Power Corporation d/b/a National Grid, Rate Schedule FT (Contract No. 200558)
- 38.75 NRG Power Marketing LLC, Rate Schedule FT (Contract No. 200686)
- 38.76 Virginia Power Services Energy Corp., Inc., Rate Schedule FT (Contract No. 200709)
- 38.77 Reserved

- 38.78 Reserved
- 38.79 CNX Gas Company, LLC, Rate Schedule FT (Contract No. 200607)
- 38.80 Noble Energy, Inc., Rate Schedule FT (Contract No. 200620)
- 38.81 NextEra Energy Power Marketing, LLC, Rate Schedule FT (Contract No. 200631)
- 38.82 Tennessee Gas Pipeline Company, Rate Schedule FT (Contract No. 200557)
- 38.83 Reserved
- 38.84 Reserved
- 38.85 Peoples Natural Gas Company, LLC, Rate Schedule GSS (Contract No. 300181)
- 38.86 Peoples Natural Gas Company, LLC, Rate Schedule FT (Contract No. 200654)
- 38.87 Peoples Natural Gas Company, LLC, Rate Schedule GSS (Contract No. 300196)

GENERAL TERMS AND CONDITIONS
Negotiated Rates
Section 39

GENERAL TERMS AND CONDITIONS
Negotiated Rate
Doswell
Section 39.1

- 39.1 Contract 200063 effective November 1, 2013, and shall continue in effect for a Primary Term until June 1, 2017.
- A. Company Name:
Doswell Limited Partnership
- B. Negotiated Rate or Rate Formula:
An incremental firm transportation reservation rate surcharge of \$2.7527 per Dt of MDTQ on the receipt point entitlement rights at the Clarington interconnection acquired as part of Pipeline's Hub III Project. To the extent Customer extends the Agreement beyond June 1, 2017, DETI shall not charge the rate described in Article II.A.(2) of the Agreement for the Clarington Entitlements for the period June 1, 2017 through May 31, 2020.
- C. Applicable Rate Schedules:
FT
- D. Receipt Point:
ECA Interconnection – Up to 32,000 Dt per day
Clarington Interconnection – Up to 63,000 Dt per day during the months of November – April
and 0 Dt per day during the months of May – October
EB360 Interconnection – Up to 30,000 Dt per day during the months of November – April
and Up to 93,000 Dt per day during the months of May - October
Point of withdrawal from Pipeline's storage pool(s) – Up to a combined aggregate at all receipt points
- E. Delivery Point:
Quantico Interconnection – Up to 125,000 Dt per day
- F. Contract Quantities:
A Maximum Daily Transportation Quantity ("MDTQ") of 125,000 Dt; and a Maximum Annual Transportation Quantity ("MATQ") of 45,625,000.
- G. Affirmation:
The effective service agreement deviates from the form of service agreement in this tariff, as described in Pipeline's filings in Docket Nos. RP01-602-000, RP11-13-000, RP11-1585-000, and in a FERC Filing submitted October 31, 2013.

GENERAL TERMS AND CONDITIONS
Negotiated Rate
CNX Gas Company, LLC
Section 39.2

39.2 This negotiated rate shall be as noted below:

A. Company Name:
CNX Gas Company, LLC (Contract No. 200607 and Replacement Contract No. 5D8853)

B. Negotiated Rate or Rate Formula:

In lieu of the initial incremental firm transportation base reservation rate for the Northeast Expansion Project, Customer shall pay:

1. Through May 31, 2021, a fixed negotiated firm transportation base reservation rate of \$7.6042 per Dt of MDTQ; and
2. Beginning June 1, 2021 through the remaining term of the Service Agreement, a fixed negotiated firm transportation base reservation rate of \$8.3636 per Dt of MDTQ.

Customer shall also pay all other applicable charges, surcharges, and penalties, including the maximum usage charge and the maximum system-wide fuel retention percentage.

C. Applicable Rate Schedule:
FT Rate Schedule – Northeast Expansion Project

D. Receipt Point:
Big Run Interconnect: Up to 13,519 Dt per Day through October 31, 2022
Beaver Run Interconnect: Up to 186,481 Dt per Day through October 31, 2022
Up to 150,000 Dt per Day for November 1, 2022 through October 31, 2027

E. Delivery Point:
Leidy Interconnect: Up to 200,000 Dt per Day through October 31, 2022
Up to 150,000 Dt per Day for November 1, 2022 through October 31, 2027

F. Quantities:
Maximum Daily Transportation Quantity of 200,000 Dt through October 31, 2022
Maximum Daily Transportation Quantity of 150,000 Dt for November 1, 2022 through October 31, 2027

G. Affirmation:
The affected service agreement deviates from the form of service agreement in this Tariff, as described in Pipeline's filing in Docket No. RP13-1333-000.

GENERAL TERMS AND CONDITIONS
Negotiated Rate
Reserved
Section 39.3

- 39.3 Contract 200745. Effective January 1, 2019, and continuing during the Primary Term of the Service Agreement until March 31, 2021, the negotiated rate is as follows:
- A. Company Name:
Tenaska Marketing Ventures (Tenaska)
 - B. Negotiated Rate or Rate Formula:
In lieu of the maximum firm transportation reservation base rate reflected on Tariff Record No. 10.5, Tenaska shall pay a fixed negotiated firm transportation reservation base rate of \$3.0417 per Dt during the Primary Term of the Service Agreement. Customer will pay all other applicable charges, surcharges, and penalties, including the maximum usage charge and the maximum system-wide fuel retention percentage.
 - C. Applicable Rate Schedule:
FT
 - D. Receipt Point:
Burch Ridge TL590 Interconnect - Up to 20,000 Dt/Day
California 1 (TL-342) Interconnect - Up to 20,000 Dt/Day
 - E. Delivery Point:
Newton M&R (Westmoreland TL-342 & TL591) Interconnect
 - F. Quantities:
Maximum Daily Transportation Quantity of 40,000
Maximum Annual Transportation Quantity of 14,600,000
 - G. Affirmation:
The effective service agreement does not deviate in any material aspect from the form of service agreement in this tariff.

GENERAL TERMS AND CONDITIONS
Negotiated Rate
UGI Energy Services
Section 39.4

- 39.4 Contract 200491 UGI Energy Services, Inc., effective November 1, 2006, through June 30, 2019
- A. Company Name:
UGI Energy Services, Inc. ("UGI")
 - B. Negotiated Rate or Formula
Effective upon Commission approval of this Negotiated Rate, if UGI does not transport at least 1,000 Dt per day, the Usage Charge shall be billed at the maximum applicable rate as if UGI transported 1,000 Dt per day.
 - C. Applicable Rate Schedules:
FT
 - D. Receipt Point: Lebanon
Interconnection
 - E. Delivery Point: Caledonia
Connection
 - F. Contract Quantities
A Maximum Daily Transportation Quantity ("MDTQ") of 1,000 Dt; and a Maximum Annual Transportation Quantity ("MATQ") of 365,000.
 - G. Affirmation:
The effective service agreement does not deviate in any material aspect from the form of service agreement in this tariff.

GENERAL TERMS AND CONDITIONS
Negotiated Rate
Columbia Gas Transmission, LLC
Section 39.5

39.5 Effective the later of October 1, 2016 or the date on which facilities are commercially available for service, and continuing for a primary term of fifteen (15) years and any Extended Term, the negotiated rate is as follows:

- A. Company Name:
Columbia Gas Transmission, LLC ("Columbia")
- B. Negotiated Rate or Rate Formula:
In lieu of the initial incremental firm transportation base reservation rate for the Monroe to Cornwell Project, Customer shall pay a negotiated fixed base reservation rate of \$5.4750 per Dt of MDTQ.

Customer shall pay all other applicable charges, surcharges, and penalties, including the maximum usage charge and the maximum system-wide fuel retention percentage.
- C. Applicable Rate Schedule:
FT
- D. Receipt Point:
Boltz Hill Interconnect (EB495)
- E. Delivery Point:
New Point in Interconnect between Pipeline and Customer near Pipeline's Cornwell Interconnect.
- F. Quantities:
Up to 205,000 Dt per day
- G. Affirmation:
The affected service agreement does not deviate in any material aspect from the form of service agreement in the tariff.

GENERAL TERMS AND CONDITIONS
Negotiated Rate
Appalachian Power Company
Section 39.6

- 39.6 Effective the earlier of March 1, 2012 or the first day of the month after the date that Pipeline notifies Customer that the necessary facilities to provide service has been completed and that Pipeline is prepared to provide service, and shall continue in effect for a primary term of ten years and from year to year thereafter.
- A. Company Name:
Appalachian Power Company
 - B. Negotiated Rate or Rate Formula:
 - 1. For the initial MDTQ of 70,000 Dt per Day, in lieu of the firm transportation reservation recourse rate, Customer shall pay a negotiated fixed monthly reservation rate of \$4.3075 per Dt of MDTQ, which is inclusive of all applicable reservation-based surcharges. Except as specified above, Customer will pay DETI all other applicable usage-based charges and surcharges, and penalties, including the maximum usage and the maximum system-wide fuel retention percentage pursuant to Pipeline's Rate Schedule FT and the General Terms and Conditions of its FERC Gas Tariff, as may be effective from time to time, including the maximum usage charge, and the maximum system-wide fuel retention percentage.
 - 2. For usage in excess of the initial 70,000 Dt per day, up to the total MDTQ of 109,000 Dt per day, Customer shall pay Pipeline a negotiated volumetric rate of \$0.20 per Dt, inclusive of all applicable charges and surcharges. Except as specified above, Customer will pay DETI the maximum system-wide fuel retention percentage and all applicable penalties pursuant to Pipeline's Rate Schedule FT and the General Terms and Conditions of its FERC Gas Tariff, as may be effective from time to time. In lieu of the negotiated volumetric rate set forth herein, Customer and Pipeline may mutually agree to elect, with twelve-month prior written notice, a negotiated rate based on the fixed monthly reservation rate methodology set forth in Paragraph 1 for any portion of the remaining MDTQ, so long as such election is made prior to the end of the primary term of the Service Agreement.
 - C. Applicable Rate Schedules:
FT
 - D. Receipt Point:
Oakford Interconnection
 - E. Delivery Point:
Dresden Interconnect
 - F. Contract Quantities:
Maximum Daily Transportation Quantity (MDTQ) of 109,000 Dt.
Maximum Annual Transportation Quantity (MATQ) of 39,785,000 Dt.
 - G. Affirmation:
The effective service agreement does not deviate in any material aspect from the form of service agreement in this tariff.

GENERAL TERMS AND CONDITIONS

Negotiated Rate

Reserved

Section 39.7

Section 39.7 is reserved.

GENERAL TERMS AND CONDITIONS
Negotiated Rate
Reserved
Section 39.8

Section 39.8 is reserved.

GENERAL TERMS AND CONDITIONS
Negotiated Rate
CNE Gas Supply, LLC
Section 39.9

39.9 Effective November 1, 2016 and continuing for the primary term of the Service Agreement (FT 200701), the negotiated rate is as follows:

A. Company Name:
CNE Gas Supply, LLC ("CNE")

B. Negotiated Rate or Rate Formula:

In lieu of the firm transportation base reservation recourse rate for the Mid-Atlantic Project, CNE shall pay a fixed reservation rate of \$10.0369 (inclusive of reservation-based surcharges). CNE shall also pay the maximum usage rate, all other applicable usage-based surcharges, such as TCRA and EPCA charges, penalties, and the maximum system-wide fuel retention percentage pursuant to Pipeline's Rate Schedule FT and the General Terms and Conditions of its FERC Gas Tariff, as may be effective from time to time.

C. Applicable Rate Schedule:
FT

D. Receipt Point:
Oakford Interconnect

E. Delivery Point:
Tuscarora Interconnect

F. Quantities:
Maximum Daily Transportation Quantity (MDTQ) of 3,000 Dt
Maximum Annual Transportation Quantity (MATQ) of 1,095,000 Dt

G. Affirmation:
The affected service agreement does not deviate in any material aspect from the form of service agreement in the tariff.

GENERAL TERMS AND CONDITIONS
Negotiated Rate
HG Energy II Appalachia, LLC
Section 39.10

39.10 Through October 31, 2031, the negotiated rate is as follows:

- A. Company Name:
HG Energy II Appalachia, LLC ("HG") (Contract No. 200729)
- B. Negotiated Rate or Rate Formula:
In lieu of the initial incremental firm transportation base reservation rate for the Clarington Project, HG shall pay a) beginning on August 1, 2017 through October 31, 2021, a negotiated fixed base reservation rate of \$4.2583 per Dt of MDTQ; and b) beginning on November 1, 2021 and continuing for the remaining term of the Service Agreement, a negotiated fixed base reservation rate of \$5.0188 per Dt of MDTQ.

HG shall also pay the maximum usage rate, all other applicable usage-based surcharges, such as TCRA and EPCA charges, penalties, and the maximum system-wide fuel retention percentage pursuant to Pipeline's Rate Schedule FT and the General Terms and Conditions of its FERC Gas Tariff, as may be effective from time to time.
- C. Applicable Rate Schedule:
FT Rate Schedule – Clarington Project
- D. Receipt Point:
Interconnect near Pipeline's existing Lightburn Station located in Lightburn, West Virginia
- E. Delivery Point:
A combined aggregate not to exceed 250,000 Dt per day at the TET-Arman Hill Interconnect and the Rockies Express-Clarington Interconnect
- F. Quantities:
Up to 250,000 Dt per day
- G. Affirmation:
The affected service agreement does not deviate in any material aspect from the form of service agreement in the tariff.

GENERAL TERMS AND CONDITIONS
Negotiated Rate
DTE Energy Trading, Inc.
Section 39.11

39.11 Effective May 1, 2018, and continuing through August 31, 2018, the negotiated rate is as follows:

- A. Company Name:
DTE Energy Trading, Inc. (DTE) (Contract No. MCS037)
- B. Negotiated Rate or Rate Formula:
A fixed monthly charge of \$25,600.00 for each month regardless of usage
- C. Applicable Rate Schedule:
MCS
- D. Receipt Point:
South Point
- E. Delivery Point:
South Point
- F. Quantities:
Maximum MCS Quantity: 200,000 Dt
- G. Affirmation:
The effective service agreements do not deviate in any material aspect from the form of service agreement in this tariff.

GENERAL TERMS AND CONDITIONS
Negotiated Rate
Tenaska Gas Storage, LLC
Section 39.12

39.12 Effective May 1, 2018, and continuing through August 31, 2018, the negotiated rate is as follows:

- A. Company Name:
Tenaska Gas Storage, LLC (Tenaska) (Contract No. MCS208)
- B. Negotiated Rate or Rate Formula:
A fixed monthly charge of \$32,200.00 for each month regardless of usage
- C. Applicable Rate Schedule:
MCS
- D. Receipt Point:
South Point
- E. Delivery Point:
South Point
- F. Quantities:
Maximum MCS Quantity: 200,000 Dt
- G. Affirmation:
The effective service agreements do not deviate in any material aspect from the form of service agreement in this tariff.

GENERAL TERMS AND CONDITIONS
Negotiated Rate
Panda Stonewall LLC
Section 39.13

39.13 This negotiated rate shall be effective for the primary term of the applicable service agreement (Contract No. 200707) as noted below:

A. Company Name:
Panda Stonewall LLC

B. Negotiated Rate or Rate Formula:

In lieu of the initial incremental reservation rate proposed by DETI as part of the firm transportation incremental base reservation recourse rate for the Leidy South Project, Customer shall pay a negotiated fixed base reservation rate of \$18.2500 per Dt of MDTQ per month for the Primary Term of the Service Agreement. Customer will pay DETI all other applicable charges, including the Incremental Fuel Retention and the Incremental EPCA Surcharges for the Project.

C. Applicable Rate Schedule:
FT Rate Schedule – Leidy South Project

D. Receipt Point:
Transco-Leidy

E. Delivery Point:
Stonewall-Leesburg Interconnect

F. Quantities:
Maximum Daily Transportation Quantity of 55,000 Dt.

G. Affirmation:
The effective service agreement does not deviate in any material aspect from the form of service agreement in this Tariff.

GENERAL TERMS AND CONDITIONS
Negotiated Rate
Mattawoman Energy, LLC
Section 39.14

39.14 This negotiated rate shall be effective for the primary term of the applicable service agreement (Contract No. 200708) as noted below:

A. Company Name:
Mattawoman Energy, LLC

B. Negotiated Rate or Rate Formula:

In lieu of the initial incremental reservation rate proposed by DETI as part of the firm transportation incremental base reservation recourse rate for the Leidy South Project, Customer shall pay a negotiated fixed base reservation rate of \$18.2500 per Dt of MDTQ per month for the Primary Term of the Service Agreement. Customer will pay DETI all other applicable charges, including the Incremental Fuel Retention and the Incremental EPCA Surcharges for the Project.

C. Applicable Rate Schedule:
FT Rate Schedule – Leidy South Project

D. Receipt Point:
Transco-Leidy

E. Delivery Point:
DTI-Loudoun Interconnect

F. Quantities:
Maximum Daily Transportation Quantity of 55,000 Dt.

G. Affirmation:
The effective service agreement does not deviate in any material aspect from the form of service agreement in this Tariff.

GENERAL TERMS AND CONDITIONS
Negotiated Rate
Virginia Power Services Energy Corp., Inc.
Section 39.15

- 39.15 This negotiated rate shall be effective for the primary term of the applicable service agreement (Contract No. 200709) as noted below:
- A. Company Name:
Virginia Power Services Energy Corp., Inc.
 - B. Negotiated Rate or Rate Formula:

In lieu of the initial incremental reservation rate proposed by DETI as part of the firm transportation incremental base reservation recourse rate for the Leidy South Project, Customer shall pay a negotiated fixed base reservation rate of \$18.2500 per Dt of MDTQ per month for the Primary Term of the Service Agreement. Customer will pay DETI all other applicable charges, including the Incremental Fuel Retention and the Incremental EPCA Surcharges for the Project.
 - C. Applicable Rate Schedule:
FT Rate Schedule – Leidy South Project
 - D. Receipt Point:
Transco-Leidy
 - E. Delivery Point:
Loudoun Interconnect
 - F. Quantities:
Maximum Daily Transportation Quantity of 45,000 Dt.
 - G. Affirmation:
The effective service agreement deviates from the Form of Service Agreement in this tariff and has been described in a FERC filing submitted August 31, 2017.

GENERAL TERMS AND CONDITIONS
Negotiated Rate
Brooklyn Union
Section 39.16

39.16 The negotiated rate is as follows:

A. Company Name:

The Brooklyn Union Gas Company d/b/a National Grid

B. Negotiated Rate or Rate Formula:

In lieu of the initial incremental reservation base recourse rate for the New Market Project, Customer shall pay a negotiated fixed reservation base rate for the primary term of the Service Agreement as follows:

The negotiated fixed reservation base rate shall be \$21.2308. In addition, within 30 days of FERC's acceptance of this negotiated rate, Pipeline will perform a true-up from the in-service date of the Project to the effective date of this negotiated rate ("True-up Period") in order to determine the difference between the amount that should have been charged if the negotiated rate set forth herein was in effect for the True-up Period and the amount charged during the True-up Period. Pipeline will bill this amount, plus interest at the FERC rate for interest on refunds in effect for the period covered, as part of Customer's next monthly invoice.

Except as specified above, Customer will pay Pipeline all other applicable charges, surcharges and penalties, such as Transportation Cost Rate Adjustment (TCRA) and Electric Power Cost Adjustment (EPCA) charges, the maximum usage and the maximum system-wide fuel retention percentage pursuant to Pipeline's Rate Schedule FT and the General Terms and Conditions of its FERC Gas Tariff, as may be effective from time to time.

FT Rate Schedule – New Market Project

D. Receipt Point:

Leidy Interconnect

E. Delivery Point:

Brookmans Corners (Canajoharie)

F. Quantities:

Up to 82,000 Dt per day

G. Affirmation:

The affected service agreement does not deviate in any material aspect from the form of service agreement in the tariff.

GENERAL TERMS AND CONDITIONS
Negotiated Rate
Niagara Mohawk
Section 39.17

39.17 The negotiated rate is as follows:

A. Company Name:
Niagara Mohawk Power Corporation d/b/a National Grid

B. Negotiated Rate or Rate Formula:
In lieu of the initial incremental reservation base recourse rate for the New Market Project, Customer shall pay a negotiated fixed reservation base rate for the primary term of the Service Agreement as follows:

The negotiated fixed reservation base rate shall be \$21.2308. In addition, within 30 days of FERC's acceptance of this negotiated rate, Pipeline will perform a true-up from the in-service date of the Project to the effective date of this negotiated rate ("True-up Period") in order to determine the difference between the amount that should have been charged if the negotiated rate set forth herein was in effect for the True-up Period and the amount charged during the True-up Period. Pipeline will bill this amount, plus interest at the FERC rate for interest on refunds in effect for the period covered, as part of Customer's next monthly invoice.

Except as specified above, Customer will pay Pipeline all other applicable charges, surcharges and penalties, such as Transportation Cost Rate Adjustment (TCRA) and Electric Power Cost Adjustment (EPCA) charges, the maximum usage and the maximum system-wide fuel retention percentage pursuant to Pipeline's Rate Schedule FT and the General Terms and Conditions of its FERC Gas Tariff, as may be effective from time to time.

FT Rate Schedule – New Market Project

D. Receipt Point:
Leidy Interconnect

E. Delivery Point:
West Schenectady Interconnect

F. Quantities:
Up to 30,000 Dt per day

G. Affirmation:
The affected service agreement does not deviate in any material aspect from the form of service agreement in the tariff.

GENERAL TERMS AND CONDITIONS
Negotiated Rate
Peoples
Section 39.18

39.18 Contract 300196 effective April 1, 2014 and through March 31, 2034, the negotiated rate is as follows:

- A. Company Name:
Peoples Natural Gas Company, LLC ("Peoples")
- B. Negotiated Rate or Rate Formula:
For the primary term of the Agreement, Customer shall pay a fixed Base Storage Demand Rate of \$5.0474 and a Base Capacity Rate of \$.0841. Customer will pay all other applicable charges, surcharges and penalties, including the maximum usage charges and the maximum system fuel retention percentage.
- C. Applicable Rate Schedules:
GSS
- D. Receipt Point:
Points of injection into Pipeline's storage pools
- E. Delivery Point:
Points of withdrawal from Pipeline's storage pools
- F. Contract Quantities:
Storage Capacity - 2,480,000 Dt
Storage Demand - 40,000 Dt/Day
- G. Affirmation:
The effective service agreement deviate from the Form of Service Agreement in this Tariff and has been described in FERC Filing submitted February 28, 2014.

GENERAL TERMS AND CONDITIONS
Negotiated Rate
Mico, Inc.
Section 39.19

39.19 Effective May 1, 2018, and continuing through August 31, 2018, the negotiated rate is as follows:

- A. Company Name:
Mico, Inc. (Contract No. MCS315)
- B. Negotiated Rate or Rate Formula:
A fixed monthly charge of \$29,400.00 for each month regardless of usage
- C. Applicable Rate Schedule:
MCS
- D. Receipt Point:
South Point
- E. Delivery Point:
South Point
- F. Quantities:
Maximum MCS Quantity: 200,000 Dt
- G. Affirmation:
The effective service agreements do not deviate in any material aspect from the form of service agreement in this tariff.

GENERAL TERMS AND CONDITIONS
Negotiated Rate
Reserved
Section 39.20

Section 39.20 is reserved.

GENERAL TERMS AND CONDITIONS
Negotiated Rate
Appalachian Gateway Option 1
Section 39.21

39.21 This negotiated rate shall be effective for the first five years of the primary term of the applicable service agreement noted in Section A below and continue for the remaining term of the applicable service agreement until and unless the rate to be charged is changed pursuant to DETI's and Customer's various rights and obligations afforded under Sections 4 and 5 of the Natural Gas Act to pursue future changes to the rates to be charged for the Appalachian Gateway Project, provided however, neither DETI nor Customer shall seek a change in the negotiated rate until at least five years from the in-service date of the Appalachian Gateway Project.

A. Company Name:

Customer	FT Contract	Quantity
Cabot Oil & Gas Corporation	200710	19,441
CGAS Properties	200586	2,921
Dominion Energy Field Services, Inc.	200590	16,928

B. Negotiated Rate or Rate Formula:

Customer's firm transportation base reservation rate shall be a fixed negotiated rate of \$17.6430 per month per Dt of MDTQ. In addition, Customer will pay DETI all other applicable charges, surcharges, and penalties, including the maximum usage and maximum system-wide fuel retention percentage, pursuant to Pipeline's Rate Schedule FT and the General Terms and Conditions of its FERC Gas Tariff, as may be effective from time to time.

C. Applicable Rate Schedule:
FT

D. Receipt Point:
Various

E. Delivery Point:
At the point of interconnection between the facilities of Pipeline and Texas Eastern located in Westmoreland County, Pennsylvania, known as the Oakford Interconnection, at a pressure existing in Pipeline's facilities.

F. Contract Quantities:
As reflected in 39.21A. above

G. Affirmation:
The effective service agreement does not deviate in any material aspect from the form of service agreement in the tariff.

GENERAL TERMS AND CONDITIONS
 Negotiated Rate
 Appalachian Gateway Option 2
 Section 39.22

39.22 This negotiated rate shall be effective for the primary term of the applicable service agreement as noted in Section A below. Further, the negotiated rate in effect at the end of the primary term shall continue for the remaining term of the applicable service agreement until and unless the rate to be charged is changed pursuant to DETI's and Customer's various rights and obligations afforded under Sections 4 and 5 of the Natural Gas Act to pursue future changes to the rates to be charged for the Appalachian Gateway Project, provided however, neither DETI nor Customer shall seek a change in the negotiated rate until at least ten years from the in-service date of the Appalachian Gateway Project.

A. Company Name:

Customer	FT Contract	Quantity
C. I. McKown & Son, Inc.	200588	99
CNX Gas Company, LLC	200589	116,708
XTO Energy, Inc.	5D9517	6,245
Dominion Energy Field Services, Inc.	200614	125,374
EQT Energy, LLC	200592	40,196
EXCO Resources (PA), LLC	200593	18,607
Jackson Management Company	200594	600
Noble Energy, Inc.	200617	30,345
Noble Energy, Inc.	5D8851	16,200
Petro Holdings, Inc.	200595	390
Alliance Petroleum Corporation	5D0478	10,618
Range Resources-Appalachia, LLC	200599	33,000
Riley Natural Gas Company	200615	17,097

B. Negotiated Rate or Rate Formula:

Customer's firm transportation base reservation rate shall be: a) for the first five years of the primary term of the service agreement, a fixed monthly negotiated rate of \$17.6430 per Dt of MDTQ,¹ and b) for the sixth through tenth years of the primary term of the service agreement, a fixed monthly negotiated rate of \$12.0146 per Dt of MDTQ.²

For each month during the period commencing the first year and ending the fifth year of the service agreement, Customer shall defer payment of an amount equal to \$2.5850 per Dt of MDTQ ("Deferred Amount"). The total amount deferred shall also include applicable interest accrued monthly at a fixed rate of 3.25% per annum on the outstanding balance. Beginning the sixth through the end of the tenth year of the service agreement, Customer shall pay a monthly deferred payment amount equal to \$3.0417 per Dt of MDTQ, inclusive of interest charged under the deferred payment. Customer shall pay DETI such billed amounts within ten (10) days of the date of the invoice. To the extent the service agreement is terminated prior to the end of the tenth year of the service agreement, DETI shall invoice the remaining cumulative balance of the

¹ For FT Contract No. 5D8851, the period shall be December 1, 2016 through August 31, 2017.
² For FT Contract No. 5D8851, the period shall be September 1, 2017 through August 31, 2022.

Deferred Amount, with any applicable interest, as part of Customer's final bill, and Customer agrees to pay the remaining balance within ten (10) days of the date of such invoice.

In addition, Customer will pay DETI all other applicable charges, surcharges, and penalties, including the maximum usage and maximum system-wide fuel retention percentage, pursuant to Pipeline's Rate Schedule FT and the General Terms and Conditions of its FERC Gas Tariff, as may be effective from time to time.

- C. Applicable Rate Schedule:
FT
- D. Receipt Point:
Various
- E. Delivery Point:
At the point of interconnection between the facilities of Pipeline and Texas Eastern located in Westmoreland County, Pennsylvania, known as the Oakford Interconnection, at a pressure existing in Pipeline's facilities.
- F. Contract Quantities:
As reflected in 39.22A. above
- G. Affirmation:
The effective service agreement does not deviate in any material aspect from the form of service agreement in the tariff.

GENERAL TERMS AND CONDITIONS
 Negotiated Rate
 Appalachian Gateway Option 3
 Section 39.23

39.23 This negotiated rate shall be effective for the primary term of the applicable service agreement noted in Section A below. Further, the negotiated rate in effect at the end of the primary term shall continue for the remaining term of the applicable service agreement until and unless the rate to be charged is changed pursuant to DETI's and Customer's various rights and obligations afforded under Sections 4 and 5 of the Natural Gas Act to pursue future changes to the rates to be charged for the Appalachian Gateway Project, provided however, neither DETI nor Customer shall seek a change in the negotiated rate until at least ten years from the in-service date of the Appalachian Gateway Project.

A. Company Name:

Customer	FT Contract	Quantity
ABARTA Oil & Gas Co., Inc.	200584	712
Greylock Production LLC	5E3212	5,956
Riley Natural Gas Company	200616	1,401
Westmoreland Gas, LLC	5E4890	1,399

B. Negotiated Rate or Rate Formula:

For the first five years of the primary term of the service agreement, Customer shall pay a fixed monthly negotiated rate of \$17.6430 per Dt of MDTQ, and b) for the sixth through tenth years of the primary term of the service agreement, a fixed monthly negotiated rate of \$12.0146 per Dt of MDTQ. In addition, Customer will pay DETI all other applicable charges, surcharges, and penalties, including the maximum usage and maximum system-wide fuel retention percentage, pursuant to Pipeline's Rate Schedule FT and the General Terms and Conditions of its FERC Gas Tariff, as may be effective from time to time.

C. Applicable Rate Schedule:
 FT

D. Receipt Point:
 Various

E. Delivery Point:
 At the point of interconnection between the facilities of Pipeline and Texas Eastern located in Westmoreland County, Pennsylvania, known as the Oakford Interconnection, at a pressure existing in Pipeline's facilities.

F. Contract Quantities:
 As reflected in 39.23A. above

G. Affirmation:
 The effective service agreement does not deviate in any material aspect from the form of service agreement in the tariff.

GENERAL TERMS AND CONDITIONS
Negotiated Rate
Reserved
Section 39.24

Section 39.24 is reserved.

GENERAL TERMS AND CONDITIONS
Negotiated Rate
Reserved
Section 39.25

Section 39.25 is reserved.

GENERAL TERMS AND CONDITIONS
Negotiated Rate
Reserved
Section 39.26

Section 39.26 is reserved.

GENERAL TERMS AND CONDITIONS
Negotiated Rate
Reserved
Section 39.27

Section 39.27 is reserved.

GENERAL TERMS AND CONDITIONS
Negotiated Rate
Tennessee
Section 39.28

- 39.28 Contract 200557. Effective the later of November 1, 2013, or thirty (30) days from the date Pipeline gives written notice to Customer that it is prepared to provide the firm transportation service for Customer and shall continue for a primary term of fourteen (14) years ("Primary Term").
- A. Company Name:
Tennessee Gas Pipeline Company (Tennessee)
 - B. Negotiated Rate or Rate Formula:
In lieu of the incremental firm transportation reservation surcharge rate for the Sabinsville-Morrisville Project reflected on Tariff Record No. 10.70, Tennessee shall pay a fixed negotiated firm transportation reservation rate surcharge of \$3.0417 per Dt for the Primary Term of the Service Agreement. Tennessee will pay all other applicable charges, surcharges and penalties, including the maximum usage charge and the maximum system-wide fuel retention percentage.
 - C. Applicable Rate Schedule:
FT
 - D. Receipt Point:
Sabinsville
 - E. Delivery Point:
Morrisville
 - F. Contract Quantities:
Maximum Daily Transportation Quantity of 92,000 Dt.
Maximum Annual Transportation Quantity of 33,580,000 Dt.
 - G. Affirmation:
The effective Service Agreement deviates from the Form of Service Agreement in this tariff, and has been described in FERC Filing submitted September 30, 2013.

GENERAL TERMS AND CONDITIONS
Negotiated Rate
Reserved
Section 39.29

Section 39.29 is reserved.

GENERAL TERMS AND CONDITIONS
Negotiated Rate
Reserved
Section 39.30

Section 39.30 is reserved.

GENERAL TERMS AND CONDITIONS
Negotiated Rate
Reserved
Section 39.31

Section 39.31 is reserved.

GENERAL TERMS AND CONDITIONS
Negotiated Rate
WGL
Section 39.32

- 39.32 Contract 300193 effective as of ten days after the date that Pipeline notifies Customer that it is prepared to accept injections under Service Agreement, which shall be no earlier than April 1, 2014, for purposes of Pipeline's receipt of injections of gas into storage and November 1, 2014, for purposes of Pipeline's deliveries of gas from storage, and shall continue in effect for the primary term of fifteen (15) years.
- A. Company Name:
Washington Gas Light Company ("WGL")
 - B. Negotiated Rate or Rate Formula:
For the primary term of the Agreement, Customer shall pay a fixed Base Demand Rate of \$5.0474 and a Base Capacity Rate of \$0.0841. Customer will pay all other applicable rates, charges and surcharges under Pipeline's Rate Schedule GSS, such as Transportation Cost Rate Adjustment ("TCRA") and Electric Power Cost Adjustment ("EPCA") charges, the maximum injection and withdrawal charges, and maximum system fuel retention percentage.
 - C. Applicable Rate Schedules:
GSS
 - D. Receipt Point:
Points of injection into Pipeline's storage pools
 - E. Delivery Point:
Points of withdrawal from Pipeline's storage pools
 - F. Contract Quantities:
Storage Capacity - 6,000,000 Dt
Storage Demand - 100,000 Dt/Day
 - G. Affirmation:
The effective service agreement does not deviate in any material aspect from the form of service agreement.

GENERAL TERMS AND CONDITIONS
Negotiated Rate
BG&E
Section 39.33

- 39.33 Contract 300191 effective as of ten days after the date that Pipeline notifies Customer that is prepared to accept injections under this Agreement, which shall be no earlier than April 1, 2014, for purposes of Pipeline's receipt of injection of gas into storage and November 1, 2014, for purposes of Pipeline's deliveries of gas from storage, and shall continue in effect for the primary term of fifteen (15) years.
- A. Company Name:
Baltimore Gas and Electric Company ("BG&E")
 - B. Negotiated Rate or Rate Formula:
For the primary term of the Agreement, Customer shall pay a fixed Base Demand Rate of \$5.0474 and a Base Capacity Rate of \$0.0841. Customer will pay all other applicable rates, charges and surcharges under Pipeline's Rate Schedule GSS, such as Transportation Cost Rate Adjustment ("TCRA") and Electric Power Cost Adjustment ("EPCA") charges, the maximum injection and withdrawal charges, and maximum system fuel retention percentage.
 - C. Applicable Rate Schedules:
GSS
 - D. Receipt Point:
Points of injection into Pipeline's storage pools
 - E. Delivery Point:
Points of withdrawal from Pipeline's storage pools
 - F. Contract Quantities:
Storage Capacity - 900,000 Dt
Storage Demand - 15,000 Dt/Day
 - G. Affirmation:
The effective service agreement does not deviate in any material aspect from the form of service agreement.

GENERAL TERMS AND CONDITIONS
Negotiated Rate
Peoples TWP
Section 39.34

- 39.34 Contract 300192 effective as of ten days after the date that Pipeline notifies Customer that it is prepared to accept injections under the Service Agreement, which shall be no earlier than April 1, 2014 for purposes of Pipeline's receipt of injections of gas into storage and November 1, 2014 for purposes of Pipeline's deliveries of gas from storage, and shall continue in effect for a primary term of fifteen (15) years.
- A. Company Name:
Peoples TWP LLC ("Peoples TWP")
 - B. Negotiated Rate or Rate Formula:
For the primary term of the Agreement, Customer shall pay a fixed Base Demand Rate of \$5.0474 and a Base Capacity Rate of \$0.0841. Customer will pay all other applicable rates, charges and surcharges under Pipeline's Rate Schedule GSS, such as Transportation Cost Rate Adjustment ("TCRA") and Electric Power Cost Adjustment ("EPCA") charges, the maximum injection and withdrawal charges, and maximum system fuel retention percentage.
 - C. Applicable Rate Schedules:
GSS
 - D. Receipt Point:
Points of injection into Pipeline's storage pools
 - E. Delivery Point:
Points of withdrawal from Pipeline's storage pools.
 - F. Contract Quantities:
Storage Capacity - 600,000 Dt
Storage Demand - 10,000 Dt/Day
 - G. Affirmation:
The effective service agreement does not deviate in any material aspect from the form of service agreement.

GENERAL TERMS AND CONDITIONS
Negotiated Rate
Reserved
Section 39.35

Section 39.35 is reserved.

GENERAL TERMS AND CONDITIONS
Negotiated Rate
Reserved
Section 39.36

Section 39.36 is reserved.

GENERAL TERMS AND CONDITIONS
Negotiated Rate
Reserved
Section 39.37

Section 39.37 is reserved.

GENERAL TERMS AND CONDITIONS
Negotiated Rate
Reserved
Section 39.38

Section 39.38 is reserved.

GENERAL TERMS AND CONDITIONS
Negotiated Rate
Reserved
Section 39.39

Section 39.39 is reserved.

GENERAL TERMS AND CONDITIONS
Negotiated Rate
Reserved
Section 39.40

Section 39.40 is reserved.

GENERAL TERMS AND CONDITIONS
Negotiated Rate
Reserved
Section 39.41

Section 39.41 is reserved.

GENERAL TERMS AND CONDITIONS
Negotiated Rate
Reserved
Section 39.42

Section 39.42 is reserved.

GENERAL TERMS AND CONDITIONS
Imbalance Netting and Trading
Section 40

40. Imbalance Netting and Trading.
- A. Imbalance trading as described herein is available to any Customer receiving service pursuant to 18 C.F.R. Part 284 under Rate Schedules FT or IT. Customer may designate an agent to trade imbalances on its behalf.
 - B. Pipeline will provide each Customer its best available monthly imbalance data no later than the ninth (9th) Business Day of the succeeding month. Monthly imbalance quantities shall be netted across all Part 284 Rate Schedule FT and IT contracts held by Customer related to each Operational Impact Area ("Monthly Imbalance").
 - C. Pipeline shall allow Customers to trade their Monthly Imbalances within the same Operational Impact Area if the trade is an offsetting transaction between two parties and results in a Monthly Imbalance quantity for both parties closer to zero. During the Summer Period, the Operational Impact Area shall be defined as Pipeline's entire transmission system. During the Winter Period, Pipeline's entire transmission system shall be divided into two operational impact areas, based on whether deliveries are made to points upstream or downstream of Valley Gate Junction. Winter Period Operational Impact Areas are necessary to ensure system integrity, to preserve system reliability, and to maintain adequate supplies and pressures to serve Customers in accordance with this tariff and shall remain in effect for the entire Winter Period; provided however, Pipeline will monitor storage inventory levels and weather throughout the Winter Period and if conditions warrant, Pipeline shall post the return of the system-wide Operational Impact Area on its EBB by the 20th of the month preceding the month in which the change will become effective.
 - D. To the extent authorized by Customer, Pipeline shall post Customer's Monthly Imbalance(s) on its EBB, which shall include quantities and, if applicable, any relevant Operational Impact Area information. Pipeline shall not be required to post zero imbalances. Customer authorizations to post Imbalances shall remain in effect unless cancelled by Customer, in writing or through electronic means by the Customer.
 - E. Customers may trade Monthly Imbalances through the seventeenth Business Day after the end of the month during which the imbalance occurred. Such trades must be confirmed by the close of business on the seventeenth (17th) Business Day. Customer initiating the trade shall post on the Pipeline's EBB the particulars of the imbalance trade, which shall include the specified quantity and the affected parties. Within one hour of receiving such notification, Pipeline shall send via its EBB such notification to all affected parties. Confirming trader(s) shall confirm the trade to Pipeline via the Pipeline's EBB. Within one hour of receiving such confirmation notification, Pipeline shall via its EBB notify all affected parties of such confirmation. The party initiating the trade may withdraw the imbalance trade prior to the confirming trader's confirmation of the trade. Imbalance trades will be final when confirmed by the confirming trader and effectuated by Pipeline.
 - F. Nothing in this Section 40 shall be interpreted to allow any shipper to create an imbalance on Pipeline's system, nor shall this Section 40 excuse a shipper from nominating and confirming service quantities as required by Section 11A of the General Terms and Conditions.

GENERAL TERMS AND CONDITIONS
Unauthorized Overrun and Penalty Crediting
Section 41

41. Unauthorized Overrun and Penalty Crediting

- A. Pipeline shall credit each month a subaccount of Account No. 254 by the unauthorized overrun charges and penalty revenues, net of Related Costs, received by Pipeline from its Customers. The monthly unauthorized overrun charge and penalty revenues booked into the subaccount shall be identified by Customer so that Pipeline can determine the identity of Offending and Non-Offending Customers. On June 30 of each year, Pipeline shall credit the March 31 balance of the subaccount, including Interest, to the appropriate Customers by means of a cash payment via check or wire transfer. Where a credit amount due to any Customer is less than \$10,000, Pipeline shall have the option to provide the amount by means of a credit to Customer's bill, which shall be separately identified as such a credit.
- B. Pipeline shall allocate unauthorized overrun and penalty revenues received each month from transportation customers among eligible Non-Offending Customers in proportion to transportation reservation revenues received. Pipeline shall allocate the unauthorized overrun and penalty revenues received each month from storage customers attributable to capacity or inventory overruns among eligible Non-Offending Customers in proportion to storage capacity revenues received. Pipeline shall allocate the unauthorized overrun and penalty revenues received each month from storage customers attributable to withdrawal overruns among eligible Non-Offending Customers in proportion to storage demand.
- C. Within 30 days of the annual crediting of the amounts required under this section, Pipeline shall file a report with the Commission setting forth, by month, the amount of unauthorized overrun and penalty revenues received from Offending Customers, Related Costs that Pipeline netted against such revenues and the unauthorized overrun and penalty revenues allocated to each Non-Offending Customer. The report shall detail the nature of Related Costs and the nexus between the incurrence of Related Costs and the unauthorized overrun or action that resulted in a penalty. To the extent that the Commission finds that Pipeline has not demonstrated that the "Related Costs" reported by Pipeline qualify as such under the definition set forth in Section 41.E.1. below or that Pipeline has not demonstrated that such costs were reasonably incurred under the circumstances, Pipeline shall return any such amounts to the relevant subaccount with interest.
- D. Nothing in this Section 41 shall require Pipeline to refund or credit either (1) the amounts identified as "To Be Retained By DETI" on Tariff Record No. 10.80 of this Tariff or (2) the fuel gas retained "in kind," in connection with an unauthorized overrun or penalty.
- E. The following definitions shall apply to this Section 41:
 1. "Related Costs" are all out-of-pocket costs incurred as a direct result of an Offending Customer's unauthorized overrun, failure to abide by an OFO, or other misconduct, to the extent that Pipeline demonstrates that the costs are not already recovered in rates.
 2. "Non-Offending Customers" are Customers under firm service Rate Schedules that were not assessed an Unauthorized Overrun Service Charge or penalty by Pipeline in the applicable month.
 3. "Offending Customers" are Customers that were assessed an Unauthorized Overrun Service Charge or penalty by Pipeline in the applicable month.

- F. DETI is authorized to update the Unauthorized Overrun Charges on Tariff Record No. 10.80 of this tariff to reflect periodic rates changes. The rates on Tariff Record No. 10.80 of this tariff are defined as follows:
1. The "Daily Deliveries Unauthorized Overrun Charge" under Rate Schedules FT and FTNN shall equal \$10. The amount to be retained by DETI shall equal the currently effective maximum IT rate.
 2. The "Annual Deliveries Unauthorized Overrun Charge" under Rate Schedules FT and FTNN shall equal \$10. The amount to be retained by DETI shall equal the currently effective maximum IT rate.
 3. The "Daily Injection Unauthorized Overrun Charge" under Rate Schedule GSS shall equal the currently effective maximum GSS From Customers Balance rate. The amount to be retained by DETI shall equal the currently effective maximum GSS Injection rate.
 4. The "Daily Injection Unauthorized Overrun Charge" under Rate Schedule GSS-E shall equal the currently effective maximum GSS-E Authorized Overruns rate. The amount to be retained by DETI shall equal the currently effective maximum GSS-E Injection rate.
 5. The "Storage Gas Balance Unauthorized Overrun Charge" under Rate Schedules GSS and GSS-E shall equal \$5. The amount to be retained by DETI shall equal the currently effective maximum MCS Daily Balancing rate.
 6. The "Unauthorized Withdrawal Overrun Charge" under Rate Schedule GSS shall equal \$25. The amount to be retained by DETI shall equal the currently effective maximum GSS From Customers Balance rate.
 7. The "Unauthorized Withdrawal Overrun Charge" under Rate Schedule GSS-E shall equal \$25. The amount to be retained by DETI shall equal the currently effective maximum GSS-E Authorized Overruns rate.
 8. The "Daily Injection Unauthorized Overrun Charge" under Rate Schedule ISS shall equal the currently effective maximum ISS Authorized Overrun/From Customers Balance rate. The amount to be retained by DETI shall equal the currently effective maximum ISS Injection rate.
 9. The "Storage Gas Balance Unauthorized Overrun Charge" under Rate Schedule ISS shall equal \$5. The amount to be retained by DETI shall equal the currently effective maximum MCS Daily Balancing rate.
 10. The "Unauthorized Withdrawal Overrun Charge" under Rate Schedule ISS shall equal \$25. The amount to be retained by DETI shall equal the currently effective maximum ISS Authorized Overrun/From Customers Balance rate.

GENERAL TERMS AND CONDITIONS
Operational Sales of Gas
Section 42

42. Operational Sales of Gas.
- A. Pipeline may from time to time sell Natural Gas that it has retained or taken title to pursuant to the terms of these General Terms and Conditions, effective Rate Schedules, or Commission orders and that it desires to remove from its system for operational reasons. The sales shall be made on an unbundled basis and the purchaser of the Natural Gas shall be responsible for any transportation. The point of sale shall be at Pipeline's Receipt Points or at the points of interconnection with upstream pipelines prior to receipt into Pipeline's system. Other terms and conditions of the sale shall be the subject of negotiation between Pipeline and the prospective purchaser(s).
 - B. This Section 42 shall not authorize the sale of any storage base gas included in Pipeline's rate base. The source of Natural Gas sold pursuant to this section shall be: (i) generally applicable fuel retainage for other services; or (ii) unauthorized gas confiscated pursuant to the terms of GT&C section 29 or gas collected as a result of failure to comply with the storage minimum turn requirements pursuant to GT&C section 35.3D. Gas confiscated or collected pursuant to sections 29 or 35.3D shall result in revenue credits to customers as specified in those sections.
 - C. Prior to making any sales pursuant to this section 42, Pipeline will post for bid on Dekaflow™ the excess gas volumes available for sale.
 - D. Pipeline shall file an annual report indicating the source of all excess gas sold pursuant to this section, the date of sale, volumes, sales price, revenues from the sale and the disposition of the revenues. The annual report shall be filed on or before June 30 of each year, reflecting sales for the year ending March 31 of that same year.
 - E. In the event that Pipeline is required to curtail, interrupt or discontinue sales made pursuant to this Section 42, Pipeline will curtail all Customers whose service is dependent on or otherwise affected by the curtailed supply pursuant to the provisions of Section 7 of its USS Rate Schedule.

GENERAL TERMS AND CONDITIONS
Allocation of Unsubscribed Firm Capacity
Section 43

43. Allocation of Unsubscribed Firm Capacity.
- 43.1 Within ten Business Days of the date when Pipeline has determined that firm capacity will be unsubscribed and subject to allocation pursuant to this Section 43, Pipeline shall post notice on its EBB specifying the following information: (1) points of receipt and delivery, (2) total quantity that is becoming unsubscribed, and (3) the date the capacity will become unsubscribed. Capacity subject to this notice requirement only includes capacity under expiring or terminating service agreements for which, if applicable, (i) notice of termination has been issued; (ii) Customer has elected not to exercise evergreen rights or the right of first refusal pursuant to section 24.
- 43.2 Pipeline shall post capacity for bid on the EBB no more than 12 months and no less than 30 days prior to the date that it is to become unsubscribed. In cases where the tie-breaking method is first in time pursuant to Section 43.5.F.2 below, Pipeline shall provide on its EBB no less than one Business Day advance notice of the upcoming capacity posting.
- 43.3 The posting of capacity for bid shall include the following information, as applicable: (1) points of receipt and delivery, (2) total quantities subject to bid, (3) the date when the capacity will become unsubscribed or service will commence, (4) the maximum rate applicable to the service offered, (5) the applicable rate schedule, (6) the posting period, including any deadline for bids, (7) any limitations on availability of service, (8) whether the capacity is subject to any reserve rate or formula, (9) the criteria by which Pipeline will evaluate bids, (10) whether Pipeline will entertain contingent bids, (11) whether the capacity is subject to a right of first refusal, and (12) any other conditions applicable to the capacity offered.
- 43.4 Bidding Procedures
- A. Capacity that will be available for less than five months shall be posted for bidding for no less than one Business Day. All other capacity shall be posted for no less than five Business Days.
- B. Any party desiring to submit a bid under this Section must meet the creditworthiness standards of GT&C Section 7 for the value of its bid. Upon successful qualification, the bidder shall be placed on Pipeline's approved bidder list (updated and posted monthly on Pipeline's EBB), and shall be eligible to bid for capacity. An approved bidder shall remain on Pipeline's approved bidder list until such bidder: (1) notifies Pipeline to the contrary; (2) no longer meets the credit qualifications of GT&C Section 7; or (3) is suspended in accordance with GT&C Section 6.5 for failure to pay all or part of the amount of any bill for service from Pipeline.
- C. All bids must be submitted by e-mail, using the Form of Bid posted on Pipeline's EBB.
- D. All bids must state the reservation charge or other form of revenue that will be guaranteed over the term of the Service Agreement. Unless otherwise specifically provided in the bid posting, the bidder shall pay all applicable usage charges, surcharges, and any other applicable charges and penalties, as adjusted from time to time, in addition to the bid price.
- E. Bids for capacity are legally binding on the bidder until written notice of withdrawal is received by Pipeline; provided, however, bids cannot be withdrawn after the close of the bid period, and, provided further, a bidder may not withdraw a bid and resubmit a bid with a lesser value.
- 43.5 Evaluation Criteria and Award of Capacity

- A. Pipeline may establish a reserve rate or formula that shall establish the minimum rate or value that Pipeline would accept for capacity being posted, and that may vary over the term for which the posted capacity is available. The reserve rate or formula shall not exceed the applicable maximum rate, and shall be established prior to posting capacity for bid. Pipeline shall not be required to disclose the reserve rate or formula at the time of posting, but shall record and maintain such reserve rate or formula for a period of three years for validation purposes. In the event that a participating bidder challenges in writing Pipeline's failure to award the capacity to it, Pipeline will reveal the reserve rate to the FERC Office of Administrative Dispute Resolution, or another mutually agreeable neutral third party, on a confidential basis to confirm that the capacity was awarded in accordance with the Tariff.
- B. Pipeline may establish objective and non-discriminatory factors determined by Pipeline to be relevant to the granting of the request, including the treatment of contingent bids, which shall be considered in evaluating bids for capacity. Notice of any such factors to be considered, and the methodology for applying or weighing those factors, shall be posted on the EBB at the time Pipeline posts the notice of available capacity under this Section 43.
- C. Pipeline shall reject any bid that: (1) if accepted, would detrimentally impact the operational integrity of Pipeline's system, (2) contains terms and conditions inconsistent with those contained in Pipeline's FERC Gas Tariff, (3) does not meet the minimum requirements or conditions specified in the posting, or (4) if applicable, is for less than the reserve rate established in accordance with Section 43.5.A. In addition, Pipeline shall have the right to reject any bid, on a not unduly discriminatory manner, that: (5) is for less than the Pipeline's maximum Commission-authorized rate applicable to the service, (6) is made by a bidder not on Pipeline's approved bidder list, (7) includes conditions or contingencies not specifically allowed in the posting, or (8) purports to alter the bidder's obligation to pay all applicable usage charges, surcharges, and any other applicable charges and penalties.
- D. To the extent that a bidder offers to pay rates in excess of any then-applicable maximum rate component, Pipeline shall consider that bid to be equivalent to the applicable maximum rate component for purposes of awarding capacity. Pipeline shall evaluate valid bids based on one of the following methods, as identified in the posted notice:
 - 1. The highest net present value of the reservation charges or other source of guaranteed revenue to be received by Pipeline over the term of service; or,
 - 2. The highest reservation charge bid, or other source of guaranteed revenue, provided that such bid meets the Pipeline's stated terms. A bid may be higher than the maximum tariff rate, but Pipeline shall not consider that portion of such bid in its bid evaluation process. In addition, to the extent other sources of guaranteed revenue are considered in calculating the net present value, such revenue shall be capped at the maximum recourse reservation rates.
 - 3. An alternate objective method chosen by Pipeline, posted three days prior to the date that capacity is posted for bid. Such method must be applicable to all bidders, and not unduly discriminatory. The method shall be objectively stated, with sufficient specificity to reasonably determine and apply the method or formula to be used and to rank all bids received, utilizing the elements contained in the bid.
- E. Pipeline shall award the capacity to the qualifying bidder(s), if any, that produce(s) the "best bid" result as determined in accordance with this Section; provided, however, that where Pipeline agrees to a discounted rate, Pipeline shall not be required to offer a term greater than one month unless the discounted rate exceeds Pipeline's reserve rate or formula. If Pipeline establishes a reserve rate in a specific capacity posting, then Pipeline shall allocate available capacity, in descending order, to all valid bids that are at or in excess of the reserve rate. If Pipeline proposes to award capacity on

terms that differ from the terms of Customer's bid when allocating capacity, Customer is not bound by its bid and is not required to accept the change proposed by Pipeline.

- F. Tie-Breakers
1. Bids that offer to pay the maximum authorized rate applicable to the offered service shall be considered superior to a bid to pay a specified dollar rate that is equal to the currently-effective maximum tariff rate.
 2. For equal tying bids, capacity shall be allocated to the bidder that submitted its winning bid first in time, unless Pipeline specifies another objective, non-discriminatory method of addressing equal tying bids in its posting. If Pipeline elects to allocate capacity pro rata to all equivalent winning bidders, capacity shall be allocated only to bidders that specify in their bid that they will accept a pro rata allocation.
- G. Pipeline shall post the price (or pricing formula), quantity, and term of the winning bid(s) on its EBB, immediately after the bid is awarded.
- H. Pipeline shall deliver to the successful bidder(s) a Service Agreement that confirms the terms of the accepted bid(s) for the available capacity, within five Business Days of the close of the bidding period. The successful bidder(s) shall sign and return the executed Service Agreement to Pipeline within fifteen Business Days of receipt of the Service Agreement from Pipeline; provided, however, Pipeline may extend the deadline for receipt when warranted as determined by Pipeline's discretion on a not unduly discriminatory basis. In the event the winning bidder fails to execute the Service Agreement within that period, Pipeline shall have the option, subject to a renewed opportunity for exercise of any applicable ROFR pursuant to the procedures of GT&C Section 24.2.F.4, (1) to offer the capacity to the next highest bidder or bidders, if any, that have submitted an acceptable bid or bids or (2) post the capacity for bid again.
- 43.6 Pipeline may enter into a pre-arranged deal with any approved bidder (pre-arranged shipper), on a not unduly discriminatory basis, for capacity that remains uncommitted after posting pursuant to this Section 43 or GT&C Section 24, provided that Pipeline posts the terms of the Service Agreement on its EBB for no less than two Business Days. During such time, any approved bidder may submit a bid in accordance with the bidding procedures established in Sections 43.4.B, C, D, and E. Pipeline shall evaluate and award the capacity pursuant to Section 43.5.C, D, and E. In the event of a tie, the pre-arranged shipper shall be awarded the capacity. The pre-arranged shipper shall have a one-time right to match a higher bid or combination of bids in order to obtain the capacity. If the pre-arranged shipper fails to match the higher bid or bids within two Business Days, then Pipeline shall award the capacity to the highest bidder(s).
- 43.7 If any capacity remains uncommitted after the completion of the capacity posting and award process in accordance with the provisions of this Section 43 or GT&C Section 24, Pipeline may re-post the capacity for bidding pursuant to Sections 43.4 and 43.5, sell the capacity on a pre-arranged deal basis pursuant to Section 43.6, or reserve the capacity for expansion projects pursuant to Section 44.

GENERAL TERMS AND CONDITIONS
Capacity Reserved for Expansion Projects
Section 44

44. Capacity Reserved for Expansion Projects.
- 44.1 Pipeline reserves the right to reserve capacity for expansion projects for the term and in the manner described in this Section 44. Pipeline may seek to reserve any uncommitted capacity, as defined in GT&C Section 43.7, on its existing system that may be needed by Pipeline to provide services offered in conjunction with a future expansion project.
- 44.2 Prior to reserving capacity under this Section 44, Pipeline shall post for bidding and award the capacity using the procedures of GT&C Section 43. Capacity will be posted for at least five Business Days before it is reserved, and the posting shall clearly state Pipeline's intent to reserve the capacity. As part of its posting, Pipeline shall have the right to establish minimum terms and conditions equivalent to those applicable to the open season that Pipeline has held or will hold in connection with a future expansion project. In the event that the open season held in connection with the future expansion project imposes minimum terms and conditions that are materially different than those stated in the posting for reserve capacity, Pipeline shall re-post for bidding and award the reserved capacity using the same minimum terms and conditions as were imposed in the expansion project open season.
- 44.3 Pipeline shall maintain on its EBB a notice describing the capacity that Pipeline has reserved under this Section. Pipeline's notice shall include: (1) a brief description of its expansion projects; (2) the quantity of capacity to be reserved; (3) the location of the proposed reserved capacity on the Pipeline's system, including the proposed receipt and delivery points and associated quantities at those points; (4) the projected in-service date of the expansion project; (5) information regarding the timing of the open season or other solicitation of bids for participation in the expansion project; and (6) the amount of reserved capacity that has been sold on an interim basis. The posted notice shall be updated from time to time, to reflect the sales of reserved capacity on an interim basis, expansion projects that have been placed in service, and material changes in the scope of any future expansion project affecting the level or nature of reserved capacity.
- 44.4 Pipeline may continue to reserve capacity under this Section 44 for each identified expansion project until the expansion project is placed in service; provided, however, that the reservation of capacity shall terminate one year from the date that the notice was posted if Pipeline has not filed a certificate application for an expansion project or projects or if the expansion project for which the capacity is reserved does not go forward for any reason. In the event that a capacity reservation terminates pursuant to this Section 44.4, then the capacity will be posted for bidding within 30 days of the date the capacity becomes available, subject to any limited-term contract entered into pursuant to Section 44.5 in accordance with GT&C Section 43.
- 44.5 Any capacity reserved under this Section 44 shall be made available pursuant to GT&C Section 43 for a limited term or terms calculated to end on the in-service date of the expansion project(s). For such limited-term agreements, Pipeline reserves the right to limit any roll-over or renewal rights provided in the Service Agreement and any ROFR, and shall state these limitations in its notice of capacity posting.
- 44.6 To the extent that capacity reserved pursuant to this Section 44 is not sufficient to satisfy the requirements of an expansion project, then Pipeline shall conduct a reverse open season setting forth not unduly discriminatory terms for the turn back of capacity within ninety (90) days of holding an open season for that expansion project, and at any other time if desired by Pipeline. Capacity obtained through a reverse open season shall be reserved for an expansion project pursuant to the terms of this Section 44; provided, however, that the posting requirements of Section 44.2 shall not apply to that capacity.

GENERAL TERMS AND CONDITIONS
Reservation Charge Crediting
Section 45

45. Reservation Charge Crediting

45.1 General

- A. If on any Day Pipeline does not deliver quantities of gas under a firm service for which Pipeline is obligated to deliver to Customer from its Primary Receipt Point to its Primary Delivery Point, then Customer shall receive a credit toward the applicable Reservation Charge or Storage Demand Charge, as applicable, for such Day, except as provided in Sections 45.2 below.
- B. Such credit shall be applied to:
1. quantities nominated by Customer, not to exceed Customer's MDTQ (for services under Rate Schedules FT or FTNN) or the applicable daily withdrawal entitlement (for services under Rate Schedules GSS or GSS-E as set forth in Section 8 of the respective rate schedule), for the Day at such Primary Delivery point; less the quantity delivered to Customer at Customer's Primary Delivery Point for such Day;
 2. if quantities are nominated on a Day in which Pipeline has provided Customer with advance notice of the unavailability of service prior to the Timely Nomination Cycle deadline set forth in GT&C Section 11A.3 and Pipeline does not deliver such quantities, an average of the previous seven (7) Days daily firm quantities delivered to such Primary Delivery Point (excluding any quantities outside of Customer's entitlements or quantities in excess of Customer's MDTQ or the applicable daily withdrawal entitlement, as applicable) immediately preceding the service interruption, less the quantity delivered to Customer at Customer's Primary Delivery Point for such Day; or
 3. if quantities are nominated on a Day in which Pipeline has provided Customer with more than seven (7) Days advance notice of the unavailability of service, an average of the daily firm quantities delivered to such Primary Delivery Point (excluding any quantities outside of Customer's entitlements or quantities in excess of Customer's MDTQ or the applicable daily withdrawal entitlement, as applicable) in the previous calendar year for the same calendar days as the outage or other event that results in Pipeline not delivering nominated quantities to such Primary Delivery Point, less the quantity delivered to Customer at Customer's Primary Delivery Point for such Day; provided however, if Customer's MDTQ is different from the MDTQ on the same calendar days in the previous calendar year, Customer's average daily firm quantities calculated in accordance with this Section 45.1.B.3. will be adjusted up or down pro-rata based on any increase or decrease in the Customer's MDTQ at the applicable Primary Delivery Point(s) and provided further, if Customer's contract was not in effect in the previous calendar year for the same calendar days as the outage, then Pipeline will utilize the calculation set forth in Section 45.1.B.2.
- C. Applicable Reservation Charge Credit
1. For firm transportation service customers, the Customer's Reservation Charge credit, except as provided in Section 45.1.C.3 or 45.1.C.4 below, shall be the Customer's applicable Reservation Charge, calculated on a 100% load factor basis, multiplied by the applicable quantities, as determined above in Section 45.1.B.

2. For firm storage service customers, Customer's Storage Demand charge credit shall be derived as follows, except as provided in Section 45.1.C.3 or 45.1.C.4 below:

(applicable Storage Demand Charge x (12 x Storage Demand) / Storage Capacity)

multiplied by the applicable quantities, as determined above in Section 45.1.B.

3. Negotiated or Discounted Customers – For Customers receiving a discounted or negotiated Reservation Charge credit or Storage Demand Charge credit, the applicable Reservation Charge or Storage Demand Charge shall be based on the discounted or negotiated rate, as applicable, calculated on a 100% load factor basis or based on the formula set forth in Section 45.1.C.1 or 45.1.C.2 above, respectively.
 4. Capacity Releases.
 - a. If the Replacement Customer's Reservation Charge (or Storage Demand Charge) is equal to or lower than the Releasing Customer's Reservation Charge (or Storage Demand Charge), the Reservation Charge (or Storage Demand Charge) used in deriving any applicable credit will be based on the Reservation Charge (or Storage Demand Charge) of the Replacement Customer.
 - b. If the Replacement Customer's Reservation Charge (or Storage Demand Charge) is higher than the Releasing Customer's Reservation Charge (or Storage Demand Charge), the Reservation Charge (or Storage Demand Charge) used in deriving any applicable credit will be based on the Reservation Charge (or Storage Demand Charge) of the Releasing Customer.
 - c. If the Replacement Customer is paying a volumetric rate, no credit will be provided.
 - d. The Releasing Customer will continue to receive a credit for the Reservation Charges billed to the Replacement Customer without adjustment for any reservation charge credit provided to the Replacement Customer.
- D. Reservation Charge (or Storage Demand Charge) credits due to a customer when a contract expires or terminates will be reflected on the final invoice to the Customer.

45.2 Exceptions

- A. Pipeline shall not be obligated to provide reservation charge credits on any Day for quantities not delivered to Customer under the following circumstances:
 1. Due to a force majeure event called by Pipeline pursuant to the provisions set forth in GT&C Section 10, and such Day occurs within the first through tenth Day of such force majeure event. After the tenth Day of a force majeure event, any Reservation Charge credit or Storage Demand credit, as applicable, will be based on the applicable provisions set forth above in Section 45.1. The Reservation Charge credit shall be the sole remedy for Pipeline's failure to provide service during a force majeure event.
 2. Due solely to the conduct or operations of Customer or others not reasonably within the control of Pipeline, including Customer's failure to comply with an OFO that is in effect during an outage;
 3. Due to the conduct of the upstream point operator at the firm Primary Receipt Point or the downstream point operator of the facilities at the firm Primary Delivery Point, not controlled by Pipeline, including, but not limited to, damage or malfunction of the upstream or downstream point operator's facilities or the inability of the upstream or downstream point operator to deliver or receive gas at Customer's contract pressure or Pipelines' mainline pressure; or,

4. When Customer re-nominates and Pipeline subsequently delivers such quantities at another primary or secondary point during the Day, provided that Customer will not be obligated to submit nominations to another delivery point.
 5. For a two-year transitional period beginning March 1, 2013, reservation charge credits associated with outages that are required to comply with orders issued by the Pipeline and Hazardous Materials Safety Administration (PHMSA) pursuant to Section 60139(c) of Title 49 of the United States Code, Chapter 601,013, shall be calculated in accordance with Section 45.2.A.1. Notices of outages pursuant to this section shall identify the specific PHMSA order or requirement with which Pipeline is complying.
- B. On a not unduly discriminatory basis, Pipeline may agree with customer to a different reservation charge crediting methodology which shall be reflected in the service agreement between Pipeline and Customer. Pipeline shall file such a provision as a material deviation that requires FERC's approval.

FORM OF SERVICE AGREEMENT
(FOSA)

<u>SERVICE TYPE</u>	<u>TARIFF RECORD NO.</u>
Firm Transportation (FT/FTNN)	50.1
Interruptible Transportation (IT)	50.5
Market Center (MCS)	50.10
General Storage (GSS)	50.30
General Storage (GSS-E)	50.35
Interruptible Storage (ISS)	50.40
Title Transfer Tracking (TTT)	50.70
Delivery Point Operator (DPO)	50.72
Citygate Swing Customer (CSC)	50.74
Mainline Pooling (MPS)	50.76
Capacity Release Program	50.78
Access to the Dekaflow™ System	50.80

FORM OF SERVICE AGREEMENT
APPLICABLE TO TRANSPORTATION OF NATURAL GAS
UNDER RATE SCHEDULES FT/FTNN

AGREEMENT made as of this ____ day of _____, _____, by and between Dominion Energy Transmission, Inc., a Delaware corporation, hereinafter called "Pipeline," and _____, a _____, hereinafter called "Customer."

[WHEREAS, _____]

WITNESSETH: That, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE I
Quantities

- A. During the term of this Agreement, Pipeline will transport for Customer, on a firm basis, and Customer may furnish, or cause to be furnished, to Pipeline natural gas for such transportation, and Customer will accept, or cause to be accepted, delivery from Pipeline of the quantities Customer has tendered for transportation.
- B. The maximum quantities of gas which Pipeline shall deliver and which Customer may tender shall be as set forth on Exhibit A, attached hereto.

ARTICLE II
Rate

- A. Unless otherwise mutually agreed in a written amendment to this Agreement, during the term of this Agreement, Customer shall pay Pipeline for transportation services rendered pursuant to this Agreement, the maximum rates and charges provided under Rate Schedule (FT/FTNN) set forth in Pipeline's effective FERC Gas Tariff, including applicable surcharges and the Fuel Retention Percentage [;provided however, *description of any applicable rates and surcharges authorized by the Commission pursuant to a certificate or related proceeding*].
- B. Pipeline shall have the right to propose, file and make effective with the FERC or any other body having jurisdiction, revisions to any applicable rate schedule, or to propose, file, and make effective superseding rate schedules for the purpose of changing the rate, charges, and other provisions thereof effective as to Customer; provided, however, that (i) Section 2 of Rate Schedule (FT/FTNN) "Applicability and Character of Service," (ii) term, (iii) quantities, and (iv) points of receipt and points of delivery shall not be subject to unilateral change under this Article. Said rate schedule or superseding rate schedule and any revisions thereof which shall be filed and made effective shall apply to and become a part of this Service Agreement. The filing of such changes and revisions to any applicable rate schedule shall be without prejudice to the right of Customer to contest or oppose such filing and its effectiveness.

ARTICLE III
Term of Agreement

Subject to all the terms and conditions herein, this Agreement shall be effective as of _____, and shall continue in effect for a primary term through _____, and from year to year thereafter, until either party terminates this Agreement by giving written notice to the other at least twelve months prior to the start of the next contract year.

[For Agreements with terms of less than one year or for Agreements not subject to a right of first refusal as defined in Section 24 of the GT&C, Article III will read:

Subject to all the terms and conditions herein, the Agreement shall be effective as of _____, and shall continue in effect for a primary term through and including _____[, and from month to month thereafter, until either party terminates this Agreement by giving written notice to the other at least _____ (*choose one, two, three, or twelve*) month(s) prior to the expiration of the Agreement].

[For Agreements with a term entered into pursuant to Section 21.5 of the GT&C, Article III will read:

Subject to all the terms and conditions herein, this Agreement shall be effective as of _____ [or _____ as agreed to pursuant to Section 21.5(b) of the General Terms and Conditions of Pipeline's FERC Gas Tariff], and shall continue in effect for a primary term through _____, and from year to year thereafter, until either party terminates this Agreement by giving written notice to the other at least twelve months prior to the start of the next contract year [;provided however, description of Negotiated Term pursuant to Section 21.5(a) or 21.5(c) of the General Terms and Conditions of Pipeline's FERC Gas Tariff, or any applicable term provision authorized by the Commission pursuant to a certificate or related proceeding].

ARTICLE IV Points of Receipt and Delivery

The Primary Points of Receipt and Delivery and the maximum quantities for each point for all gas that may be received for Customer's account for Transportation by Pipeline shall be as set forth on Exhibit A. Customer shall also be entitled to utilize Secondary Receipt and Delivery Points in accordance with applicable provisions of Rate Schedule (FT/FTNN).

ARTICLE V Regulatory Approval

Performance under this Agreement by Pipeline and Customer shall be contingent upon Pipeline and Customer receiving all necessary regulatory or other governmental approvals upon terms satisfactory to each. Should Pipeline and Customer be denied such approvals to provide or continue the service contemplated herein or to construct and operate any necessary facilities therefor upon the terms and conditions requested in the application therefore, then Pipeline's and Customer's obligations hereunder shall terminate.

ARTICLE VI Incorporation By Reference of Tariff Provisions

A. To the extent not inconsistent with the terms and conditions of this Agreement, the following provisions of Pipeline's effective FERC Gas Tariff, and any revisions thereof that may be made effective hereafter are hereby made applicable to and a part hereof by reference:

1. All of the provisions of Rate Schedule (FT/FTNN), or any effective superseding rate schedule or otherwise applicable rate schedule; and
2. All of the provisions of the General Terms and Conditions, as they may be revised or superseded from time to time.

ARTICLE VII Miscellaneous

A. No change, modification or alteration of this Agreement shall be or become effective until executed in writing by the parties hereto; provided, however, that the parties do not intend that this Article VII.A. requires a further written agreement either prior to the making of any request or filing permitted under Article II hereof or prior to the effectiveness of such request or filing after Commission approval, provided further, however, that nothing in this Agreement shall be deemed to prejudice any position the parties may take as to whether the request, filing or revision permitted under Article II must be made under Section 7 or Section 4 of the Natural Gas Act.

B. Any notice, request or demand provided for in this Agreement, or any notice which either party may desire to give the other, shall be in writing and delivered in person, by postal mail or by email (followed by postal mail) sent to the following addresses:

Pipeline: Dominion Energy Transmission, Inc.
707 East Main Street
Richmond, Virginia 23219

Attention: _____
Officer / Title

Email: _____

Customer: _____

Attention: _____
Title

Email: _____

or at such other address as either party shall designate by formal written notice.

C. No presumption shall operate in favor of or against either party hereto as a result of any responsibility either party may have had for drafting this Agreement.

D. The subject headings of the provisions of this Agreement are inserted for the purpose of convenient reference and are not intended to become a part of or to be considered in any interpretation of such provisions.

E. This Agreement may be executed in one or more counterparts, all of which shall constitute one and the same instrument and each of which shall be deemed to be an original. Execution and delivery of this Agreement may be obtained from the relevant party or parties by delivery in person, by postal mail or by pdf electronic copy (followed by postal mail delivery); provided, however, that any failure by a party to so deliver the original signed signature page shall not affect the validity or enforceability of this Agreement by or against that party.

[Where applicable:

ARTICLE VIII
Prior Contract

This Agreement shall supersede and cancel, as of its effective date, the following agreements between Customer and Pipeline: *listing of applicable agreements.*]

IN WITNESS WHEREOF, the parties hereto intending to be legally bound, have caused this Agreement to be signed by their duly authorized officials as of the day and year first written above.

Dominion Energy Transmission, Inc.
(Pipeline)

By: _____
Its: _____
(Title)

(Customer)

By: _____
Its: _____
(Title)

EXHIBIT A
To The (FT/FTNN) Agreement
Between Dominion Energy Transmission, Inc.
And _____

A. Quantities

1. The maximum quantities of gas which Pipeline shall deliver and which Customer may tender shall be as follows:
 - a. A Maximum Daily Transportation Quantity (MDTQ) of _____ Dt *[which may include (i) differing MDTQ levels during specified periods during the year entered into pursuant to Section 3.1 of Rate Schedules FT or FTNN, or (ii) differing MDTQ levels during specified portions of the term entered into pursuant to Section 3.1 of Rate Schedule FT].*
 - b. A Maximum Annual Transportation Quantity (MATQ) of _____ Dt *[which may include differing MATQ levels during specified portions of the term entered into pursuant to Section 3.1 of Rate Schedule FT].*

B. Points of Receipt and Delivery

1. The Point(s) of Receipt, the maximum quantities *[based on the contract quantities stated in Section A. above]* and pressures (if applicable) *[description of receipt pressures entered into pursuant to Section 5A of the General Terms and Conditions of Pipeline's Tariff]* for each point[s] shall be as follows:

[Pursuant to Section 9 of Rate Schedule FT or Section 8 of Rate Schedule FTNN the following point of receipt may apply:

The Point(s) of Receipt for subsequent transportation to Customer for storage withdrawal quantities shall be the points of withdrawal from Pipeline's storage pool[s], which shall be primary only to the extent that a corresponding nomination for withdrawal from Pipeline's storage pool[s] is provided under the "Service Agreement Applicable to the Storage of Natural Gas Under Rate Schedule GSS" between Pipeline and Customer dated _____, (Contract No. _____).]

2. The Point(s) of Delivery, the maximum quantities *[based on the contract quantities stated in Section A. above]* (which shall be the MDDO at each Point(s)), and pressures (if applicable) *[description of delivery pressures entered into pursuant Section 5 of the General Terms and Conditions of Pipeline's Tariff]* for each point[s] shall be as follows:

[MDDO - If Pipeline has established an MDDO at Customer's request pursuant to Section 6.1.B.3 under Rate Schedules FT and FTNN other than the maximum quantity, description of MDDO at the Point of Delivery (or group of Points of Delivery)].

[C. Miscellaneous

1. *Description of Contractual ROFR pursuant to Section 24 of the General Terms and Conditions of Pipeline's FERC Gas Tariff.*
2. *Description of Dispatching Arrangement pursuant to Section 2.1 of Rate Schedule FTNN.*
3. *Description of credit provisions related to a new or expansion project authorized by the Commission pursuant to a certificate or related proceeding, which may include the following language: "The*

credit requirements applicable to this Agreement are set forth in that certain Precedent Agreement dated _____ between Pipeline and Customer.”]

4. *Pursuant to Section 6.1.C of Rate Schedule FT/FTNN, the following language may apply:*

“For purposes of Section 11.A.4.G. under the General Terms and Conditions of Pipeline’s Tariff for Customer and any Replacement Customer, access to the Applicable Market Center Point for [*name of Receipt Point*] shall be on a Secondary basis only.”]

FORM OF SERVICE AGREEMENT
APPLICABLE TO TRANSPORTATION OF NATURAL GAS
UNDER RATE SCHEDULE IT

AGREEMENT made as of this _____, by and between Dominion Energy Transmission, Inc., a Delaware corporation, hereinafter called "Pipeline," and _____, a _____, hereinafter called "Customer."

WITNESSETH: That, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE I
Quantities

- A. During the term of this Agreement, Pipeline will transport for Customer, on an interruptible basis, and Customer may furnish, or cause to be furnished, to Pipeline natural gas for such transportation, and Customer will accept, or cause to be accepted, delivery from Pipeline of the quantities Customer has tendered for transportation.
- B. The maximum quantities of gas which Pipeline shall deliver and which Customer may tender shall be as set forth on Exhibit A, attached hereto.

ARTICLE II
Rate

- A. Unless otherwise mutually agreed in a written amendment to this Agreement, during the term of this Agreement, Customer shall pay Pipeline for transportation services rendered pursuant to this Agreement, the maximum rates and charges provided under Rate Schedule IT set forth in Pipeline's effective FERC Gas Tariff, including applicable surcharges and the Fuel Retention Percentage.
- B. Pipeline shall have the right to propose, file and make effective with the FERC or any other body having jurisdiction, revisions to any applicable rate schedule, or to propose, file, and make effective superseding rate schedules for the purpose of changing the rate, charges, and other provisions thereof effective as to Customer; provided, however, that (i) Section 2 of Rate Schedule IT "Applicability and Character of Service," (ii) term, (iii) quantities, and (iv) points of receipt and points of delivery shall not be subject to unilateral change under this Article. Said rate schedule or superseding rate schedule and any revisions thereof which shall be filed and made effective shall apply to and become a part of this Agreement. The filing of such changes and revisions to any applicable rate schedule shall be without prejudice to the right of Customer to contest or oppose such filing and its effectiveness.

ARTICLE III
Term of Agreement

Subject to all the terms and conditions herein, this Agreement shall be effective as of _____, and shall continue in effect for a primary term through _____, and from month to month thereafter, until either party terminates this Agreement by giving one month's prior written notice to the other.

[For Agreements with a term entered into pursuant to Section 21.5 of the GT&C, Article III will read:
Subject to all the terms and conditions herein, this Agreement shall be effective as of _____ [or _____ as agreed to pursuant to Section 21.5(b) of the General Terms and Conditions of Pipeline's FERC Gas Tariff], and shall continue in effect for a primary term through _____, and from month to month thereafter, until either party terminates this Agreement by giving one month's prior written notice to the other [;provided however, *description of Negotiated Term pursuant to Section 21.5(a) or 21.5(c) of the General Terms and Conditions of Pipeline's FERC Gas Tariff.*]

ARTICLE IV

Points of Receipt and Delivery

The Points of Receipt and Delivery and the maximum quantities for each point for all gas that may be received for Customer's account for Transportation by Pipeline shall be as set forth on Exhibit A.

ARTICLE V
Regulatory Approval

Performance under this Agreement by Pipeline and Customer shall be contingent upon Pipeline and Customer receiving all necessary regulatory or other governmental approvals upon terms satisfactory to each. Should Pipeline and Customer be denied such approvals to provide or continue the service contemplated herein or to construct and operate any necessary facilities therefor upon the terms and conditions requested in the application therefor, then Pipeline's and Customer's obligations hereunder shall terminate.

ARTICLE VI
Incorporation By Reference of Tariff Provisions

A. To the extent not inconsistent with the terms and conditions of this Agreement, the following provisions of Pipeline's effective FERC Gas Tariff, and any revisions thereof that may be made effective hereafter are hereby made applicable to and a part hereof by reference:

1. All of the provisions of Rate Schedule IT, or any effective superseding rate schedule or otherwise applicable rate schedule; and
2. All of the provisions of the General Terms and Conditions, as they may be revised or superseded from time to time.

ARTICLE VII
Miscellaneous

A. No change, modification or alteration of this Agreement shall be or become effective until executed in writing by the parties hereto; provided, however, that the parties do not intend that this Article VII.A. requires a further written agreement either prior to the making of any request or filing permitted under Article II hereof or prior to the effectiveness of such request or filing after Commission approval, provided further, however, that nothing in this Agreement shall be deemed to prejudice any position the parties may take as to whether the request, filing or revision permitted under Article II must be made under Section 7 or Section 4 of the Natural Gas Act.

B. Any notice, request or demand provided for in this Agreement, or any notice which either party may desire to give the other, shall be in writing and delivered in person, by postal mail or by email (followed by postal mail) sent to the following addresses:

Pipeline: Dominion Energy Transmission, Inc.
707 East Main Street
Richmond, Virginia 23219

Attention: _____
Officer / Title

Email: _____

Customer: _____

Attention: _____
Title

Email: _____

or at such other address as either party shall designate by formal written notice.

C. No presumption shall operate in favor of or against either party hereto as a result of any responsibility either party may have had for drafting this Agreement.

D. The subject headings of the provisions of this Agreement are inserted for the purpose of convenient reference and are not intended to become a part of or to be considered in any interpretation of such provisions.

E. This Agreement may be executed in one or more counterparts, all of which shall constitute one and the same instrument and each of which shall be deemed to be an original. Execution and delivery of this Agreement may be obtained from the relevant party or parties by delivery in person, by postal mail or by pdf electronic copy (followed by postal mail delivery); provided, however, that any failure by a party to so deliver the original signed signature page shall not affect the validity or enforceability of this Agreement by or against that party.

[Where applicable:

ARTICLE VIII
Prior Contract

This Agreement shall supersede and cancel, as of its effective date, the Service Agreement for transportation service between Customer and Pipeline dated _____.]

IN WITNESS WHEREOF, the parties hereto intending to be legally bound, have caused this Agreement to be signed by their duly authorized officials as of the day and year first written above.

Dominion Energy Transmission, Inc.
(Pipeline)

By: _____
Its: _____
(Title)

(Customer)

By: _____
Its: _____
(Title)

EXHIBIT A

To The IT Service Agreement

Between Dominion Energy Transmission, Inc.
And _____

A. Quantities

1. The maximum quantities of gas which Pipeline shall deliver and which Customer may tender shall be as follows:

a. A Maximum Daily Transportation Quantity (MDTQ) of _____ Dt.

b. A Maximum Annual Transportation Quantity (MATQ) of _____ Dt.

B. Points of Receipt and Delivery

1. The Point(s) of Receipt and the maximum quantities for each point shall be as follows:

[Pursuant to Section 7.2 of Rate Schedule IT, if the most current master receipt point list is used, the following language will be used: "The receipt points specified on Dominion Energy Transmission Inc.'s master receipt point list as posted on Pipeline's electronic bulletin board 1/. The combined maximum daily quantity shall be _____Dt/Day."]

2. The Point(s) of Delivery and the maximum quantities for each point shall be as follows:

[Pursuant to Section 7.1 of Rate Schedule IT, delivery points may be agreed upon between Pipeline and Customer. If the most current master delivery point list is agreed upon, in lieu of a stated delivery point, the following language will be used: "The delivery points specified on Dominion Energy Transmission Inc.'s master delivery point list as posted on Pipeline's electronic bulletin board 1/. The combined maximum daily quantity shall be _____ Dt/Day."]

1/ May be referred to as "DekaflowTM".

FORM OF SERVICE AGREEMENT
APPLICABLE TO MARKET CENTER SERVICES
UNDER RATE SCHEDULE MCS

MCS AGREEMENT made as of this _____, by and between Dominion Energy Transmission, Inc., a Delaware corporation, hereinafter called "Pipeline," and _____, a _____, hereinafter called "Customer."

WITNESSETH: That, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE I
Quantities

A. During the term of this MCS Agreement, Pipeline will receive for Customer, on an interruptible basis, and Customer may furnish, or cause to be furnished, to Pipeline, natural gas for performance of Market Center Services in accordance with Rate Schedule MCS. Subsequently, Customer will accept, or cause to be accepted, return or delivery from Pipeline of the quantities that Customer has tendered for such Market Center Services.

B. The maximum quantities of gas which Pipeline shall receive, return, and deliver and which Customer may tender under Rate Schedule MCS shall be as set forth on Exhibit A hereto.

ARTICLE II
Rate

A. Unless otherwise mutually agreed in a written amendment to this MCS Agreement, during the term of this Agreement, Customer shall pay Pipeline for Market Center Services under this MCS Agreement, the maximum applicable rates and charges provided under Rate Schedule MCS set forth in Pipeline's effective FERC Gas Tariff, including any fuel retention and any surcharges.

B. Pipeline shall have the right to propose, file and make effective with the FERC or any other body having jurisdiction, revisions to any applicable rate schedule, or to propose, file, and make effective superseding rate schedules for the purpose of changing the rate, charges, and other provisions thereof effective as to Customer; provided, however, that (i) Section 2 of Rate Schedule MCS "Applicability and Character of Service," (ii) term, (iii) quantities, and (iv) points of balancing, receipt, and delivery shall not be subject to unilateral change under this Article. Said rate schedule or superseding rate schedule and any revisions thereof which shall be filed and made effective shall apply to and become a part of this MCS Agreement. The filing of such changes and revisions to any applicable rate schedule shall be without prejudice to the right of Customer to contest or oppose such filing and its effectiveness.

ARTICLE III
Term of Agreement

Subject to all the terms and conditions herein, this MCS Agreement shall be effective as of _____, _____, and shall continue in effect for a primary term through _____, and from month to month thereafter, until either party terminates this MCS Agreement by giving one month's prior written notice to the other. [For Agreements with a term entered into pursuant to Section 21.5 of the GT&C, Article III may read:

Subject to all the terms and conditions herein, this Agreement shall be effective as of _____ [or _____ as agreed to pursuant to Section 21.5(b) of the General Terms and Conditions of Pipeline's FERC Gas Tariff], and shall continue in effect for a primary term through _____, and from month to month thereafter, until either party terminates this MCS

Agreement by giving one month's prior written notice to the other [;provided however, *description of Negotiated Term pursuant to Section 21.5(a) or 21.5(c) of the General Terms and Conditions of Pipeline's FERC Gas Tariff, or as set forth in Exhibit B to the MCS Agreement.*]]

ARTICLE IV
Balancing Points, Receipt Points and Delivery Points

The Balancing Points, Receipt Points, and Delivery Points, and the maximum quantities for all gas that may be received or provided for Customer's account through Pipeline's Market Center Services hereunder shall be as set forth on Exhibit A.

ARTICLE V
Regulatory Approval

Performance under this MCS Agreement by Pipeline and Customer shall be contingent upon Pipeline and Customer receiving all necessary regulatory or other governmental approvals upon terms satisfactory to each. Should Pipeline or Customer be denied such approvals to provide or continue the service contemplated herein or to construct and operate any necessary facilities therefor upon the terms and conditions requested in the application therefor, then Pipeline's and Customer's obligations hereunder shall terminate.

ARTICLE VI
Incorporation By Reference of Tariff Provisions

A. To the extent not inconsistent with the terms and conditions of this MCS Agreement, the following provisions of Pipeline's effective FERC Gas Tariff, and any revisions thereof that may be made effective hereafter are hereby made applicable to and a part hereof by reference:

1. All of the provisions of Rate Schedule MCS, or any effective superseding rate schedule or otherwise applicable rate schedule; and
2. All of the provisions of the General Terms and Conditions, as they may be revised or superseded from time to time.

ARTICLE VII
Miscellaneous

A. No change, modification or alteration of this MCS Agreement shall be or become effective until executed in writing by the parties hereto; provided, however, that the parties do not intend that this Article VII.A. requires a further written agreement either prior to the making of any request or filing permitted under Article II hereof or prior to the effectiveness of such request or filing after Commission approval, provided further, however, that nothing in this MCS Agreement shall be deemed to prejudice any position the parties may take as to whether the request, filing or revision permitted under Article II must be made under Section 7 or Section 4 of the Natural Gas Act.

B. Any notice, request or demand provided for in this MCS Agreement, or any notice which either party may desire to give the other, shall be in writing and delivered in person, by postal mail or by email (followed by postal mail) sent to the following addresses:

Pipeline: Dominion Energy Transmission, Inc.
707 East Main Street
Richmond, Virginia 23219

Attention: _____
Officer / Title

Email: _____

Customer: _____

Attention: _____
Title

Email: _____

or at such other address as either party shall designate by formal written notice.

C. No presumption shall operate in favor of or against either party hereto as a result of any responsibility either party may have had for drafting this MCS Agreement.

D. The subject headings of the provisions of this MCS Agreement are inserted for the purpose of convenient reference and are not intended to become a part of or to be considered in any interpretation of such provisions.

E. This Agreement may be executed in one or more counterparts, all of which shall constitute one and the same instrument and each of which shall be deemed to be an original. Execution and delivery of this Agreement may be obtained from the relevant party or parties by delivery in person, by postal mail or by pdf electronic copy (followed by postal mail delivery); provided, however, that any failure by a party to so deliver the original signed signature page shall not affect the validity or enforceability of this Agreement by or against that party.

[Where applicable

ARTICLE VIII
Prior Contract

This MCS Agreement shall supersede and cancel, as of its effective date, the MCS Agreement between Customer and Pipeline Applicable To Market Center Services Under Rate Schedule MCS dated _____, _____.]

IN WITNESS WHEREOF, the parties hereto intending to be legally bound, have caused this MCS Agreement to be signed by their duly authorized officials as of the day and year first written above.

Dominion Energy Transmission, Inc.
(Pipeline)

By: _____

Its: _____
(Title)

(Customer)

By: _____

Its: _____
(Title)

FORM OF SERVICE AGREEMENT
APPLICABLE TO MARKET CENTER SERVICES
UNDER RATE SCHEDULE MCS

EXHIBIT A
To The MCS Agreement

Between Dominion Energy Transmission, Inc.
And _____

A. Quantities

1. The maximum quantity of gas which Pipeline shall deliver and which Customer may tender for any combination of services under Rate Schedule MCS on any Day shall be a Maximum Market Center Services Quantity of _____ Dt. Exhibit B shall set forth the individual transactions entered into between Pipeline and Customer.
2. For purposes of determining Customer's eligibility for nominated services under Rate Schedule MCS at any given time, the Customer's Market Center Services Quantity shall include:
 - a. All Balanced Quantities, and
 - b. Quantities nominated by Customer and confirmed by Pipeline for Wheeling Service.

B. Points of Balancing, Receipt and Delivery

The points available for Balancing, Receipt, and Delivery hereunder shall include any point identified in Pipeline's Master Receipt Point List or Master Delivery Point List, as posted on Pipeline's EBB from time to time; provided, however, that the availability of Market Center Services hereunder at any particular identified point is subject to Pipeline's determination that sufficient capacity is available to accommodate all or any part of the requested Market Center Services at the requested point.

FORM OF SERVICE AGREEMENT
APPLICABLE TO MARKET CENTER SERVICES
UNDER RATE SCHEDULE MCS

EXHIBIT B
TO THE MCS AGREEMENT
BETWEEN DOMINION ENERGY TRANSMISSION, INC. (DETI) AND _____
(CUSTOMER)

Dominion Energy Transmission, Inc.
707 East Main Street
Richmond, VA 23219

Phone 804-771-4674
Fax 804-771-4809

Fax to: _____ @ Fax Number: _____
Re: _____
From: _____ Date: _____ Pages: _____
(Name of DETI Originator)

DETI and Customer are parties to a Market Center Services Agreement dated _____ (MCS Contract No. _____). On _____, DETI and Customer have agreed to amend the subject agreement to include the following [park or loan] transaction:

Receipt/Delivery Point: _____

Period: _____

Pay Back Period: _____

Total Quantity: _____

Maximum Daily Qty: _____

Maximum Daily Pay Back Qty: _____

Fuel: _____ DETI will retain the percentages of gas received as set forth on the then currently effective Tariff Record No. 10.1 of its FERC Gas Tariff (currently _____%).

_____ No fuel will be retained pursuant to Section 5.2 of Rate Schedule MCS under Pipeline's FERC Gas Tariff.

Price: _____
which shall be calculated based upon a daily charge per Dt, not to exceed the maximum tariff rate applicable to such service. Such charges shall be billed for each applicable month as follows:

[applicable month] [total monthly amount]

[Where applicable:
Negotiated Term Provisions
Pursuant To Section 21.5 of the GT&C:]

-
1. Customer shall be responsible for securing all necessary transportation services to Receipt Point and from Delivery Point.

2. Except as amended above, the subject MCS Agreement shall remain in full force and effect provided however, the MCS Agreement shall not terminate prior to the end date of the transaction described herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized officials as of the day and year first above written.

Dominion Energy Transmission, Inc.
(Pipeline)

By: _____
Its: _____

(Customer)

By: _____
Its: _____

FORM OF SERVICE AGREEMENT
APPLICABLE TO THE STORAGE OF NATURAL GAS
UNDER RATE SCHEDULE GSS
[Where applicable Section 7(c)]

AGREEMENT made as of this _____, by and between Dominion Energy Transmission, Inc., a Delaware corporation, hereinafter called "Pipeline," and _____, a _____, hereinafter called "Customer."

[WHEREAS, _____]

WITNESSETH: That in consideration of the mutual covenants herein contained, the parties hereto agree that Pipeline will store natural gas for Customer during the term, at the rates and on the terms and conditions hereinafter provided and, with respect to gas delivered by each of the parties to the other, under and subject to Pipeline's Rate Schedule GSS and all of the General Terms and Conditions contained in Pipeline's FERC Gas Tariff and any revisions thereof that may be made effective hereafter:

ARTICLE I
Quantities

During the term of this Agreement, Customer agrees to deliver to Pipeline and Pipeline agrees to receive for storage in Pipeline's underground storage properties, and Pipeline agrees to inject or cause to be injected into storage for Customer's account, store, withdraw from storage, and deliver to Customer and Customer agrees to receive, quantities of natural gas as set forth on Exhibit A, attached hereto.

ARTICLE II
Rate

A. Unless otherwise mutually agreed in a written amendment to this Agreement, during the term of this Agreement, Customer shall pay Pipeline the maximum rates and charges provided under Rate Schedule GSS contained in Pipeline's effective FERC Gas Tariff or any effective superseding rate schedule [provided however, *description of any applicable rates and surcharges authorized by the Commission pursuant to a certificate or related proceeding*].

B. Pipeline shall have the right to propose, file and make effective with the FERC or any other body having jurisdiction, revisions to any applicable rate schedule, or to propose, file, and make effective superseding rate schedules for the purpose of changing the rate, charges, and other provisions thereof effective as to Customer; provided, however, that (i) Section 2 of Rate Schedule GSS "Applicability and Character of Service," (ii) term, (iii) quantities, and (iv) points of receipt and points of delivery shall not be subject to unilateral change under this Article. Said rate schedule or superseding rate schedule and any revisions thereof which shall be filed and made effective shall apply to and become a part of this Service Agreement. The filing of such changes and revisions to any applicable rate schedule shall be without prejudice to the right of Customer to contest or oppose such filing and its effectiveness.

C. The Storage Demand Charge and the Storage Capacity Charge provided in the aforesaid rate schedule shall commence on _____.

ARTICLE III
Term of Agreement

Subject to all the terms and conditions herein, this Agreement shall be effective as of _____, and shall continue in effect for a primary term through March 31, _____, and for subsequent annual terms of April 1

through March 31 thereafter, until either party terminates this Agreement by giving written notice to the other at least twenty-four months prior to the start of an annual term.

[For Agreements with terms of two years or less or for Agreements not subject to a right of first refusal as defined in Section 24 of the GT&C, Article III will read:

Subject to all the terms and conditions herein, the Agreement shall be effective as of _____, and shall continue in effect for a primary term through and including _____, and from year to year thereafter, until either party terminates this Agreement by giving written notice to the other at least _____ month(s) *(which shall correspond with the primary term of this Agreement)* prior to the expiration of the Agreement.]

For Agreements with a term entered into pursuant to Section 21.5 of the GT&C, Article III will read:

Subject to all the terms and conditions herein, this Agreement shall be effective as of _____ [or _____ as agreed to pursuant to Section 21.5(b) of the General Terms and Conditions of Pipeline's FERC Gas Tariff], and shall continue in effect for a primary term through March 31, _____ and for subsequent annual terms of April 1 through March 31 thereafter, until either party terminates this Agreement by giving written notice to the other at least twenty-four months prior to the start of an annual term [;provided however, description of Negotiated Term pursuant to Section 21.5(a) or 21.5(c) of the General Terms and Conditions of Pipeline's FERC Gas Tariff, or any applicable term provision authorized by the Commission pursuant to a certificate or related proceeding].

ARTICLE IV Points of Receipt and Delivery

The Points of Receipt for Customer's tender of storage injection quantities, and the Point(s) of Delivery for withdrawals from storage shall be specified on Exhibit A, attached hereto.

ARTICLE V Regulatory Approval

Performance under this Agreement by Pipeline and Customer shall be contingent upon Pipeline and Customer receiving all necessary regulatory or other governmental approvals upon terms satisfactory to each. Should Pipeline and Customer be denied such approvals to provide the service contemplated herein to construct and operate any necessary facilities therefor upon the terms and conditions requested in the application therefor, then Pipeline's and Customer's obligations hereunder shall terminate.

ARTICLE VI Incorporation By Reference of Tariff Provisions

To the extent not inconsistent with the terms and conditions of this Agreement, the following provisions of Pipeline's effective FERC Gas Tariff, and any revisions thereof that may be made effective hereafter are hereby made applicable to and a part hereof by reference:

1. All of the provisions of Rate Schedule GSS or any effective superseding rate schedule or otherwise applicable rate schedule; and
2. All of the provisions of the General Terms and Conditions, as they may be revised or superseded from time to time.

ARTICLE VII Miscellaneous

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized officials as of the day and year first above written.

Dominion Energy Transmission, Inc.
(Pipeline)

By: _____
Its: _____
(Title)

(Customer)

By: _____
Its: _____
(Title)

FORM OF SERVICE AGREEMENT
APPLICABLE TO THE STORAGE OF NATURAL GAS
UNDER RATE SCHEDULE GSS
[Where applicable Section 7(c)]

EXHIBIT A
To The Storage Service Agreement
Between Dominion Energy Transmission, Inc. and

A. Quantities

The quantities of natural gas storage service which Customer may utilize under this Agreement, as well as Customer's applicable Billing Determinants, are as follows:

1. Storage Capacity of _____ Dekatherms (Dt), and
2. Storage Demand of _____ Dt per day.

B. Points of Receipt and Delivery

1. The Point(s) of Receipt for Customer's tender of storage injection quantities, the maximum quantities and pressures (if applicable)[*description of receipt pressures entered into pursuant to Section 5A of the General Terms and Conditions of Pipeline's Tariff*] for each point[s] shall be as follows:
2. The Point(s) of Delivery for withdrawals from storage, the maximum quantities and pressures (if applicable)[*description of delivery pressures entered into pursuant to Section 5 of the General Terms and Conditions of Pipeline's Tariff*] for each point[s] shall be as follows:

[Pursuant to Section 8.1.C. and D. of Rate Schedule GSS, if Customer requires transportation by Pipeline from Pipeline's storage pools, then the Point of Delivery may be as follows:

The Point for Delivery for subsequent transportation to Customer for storage withdrawal quantities shall be the points of withdrawal from Pipeline's storage pools, which shall be primary only to the extent that a corresponding nomination for transportation from the points of withdrawal from Pipeline's storage pools is provided under the "Service Agreement Applicable to the Transportation of Natural Gas Under Rate Schedule [FT, FT-GSS, FTNN and/or FTNN-GSS]" between Pipeline and Customer dated _____, (Contract No. _____).]

[C. Miscellaneous

1. *Description of Contractual ROFR pursuant to Section 24 of the General Terms and Conditions of Pipeline's FERC Gas Tariff.*
2. *In the event that a Precedent Agreement for a new or expansion project contains Customer-specific credit provisions related to that project, the following language shall be included in the related Service Agreement Exhibit A: "The credit requirements applicable to this Agreement are set forth in that certain Precedent Agreement dated _____ between Pipeline and Customer."*

[Where Applicable: For Agreements Under Rate Schedule GSS Section 7(c), the following language may be used to include previously approved certificate provisions pursuant to the underlying Section 7(c) certificate order(s) issued by FERC:

3. Other Certificate Provisions]

FORM OF SERVICE AGREEMENT
APPLICABLE TO THE STORAGE OF NATURAL GAS
UNDER RATE SCHEDULE GSS-E

AGREEMENT made as of this _____, by and between Dominion Energy Transmission, Inc., a Delaware corporation, hereinafter called "Pipeline," and _____, a _____, hereinafter called "Customer."

[WHEREAS, _____]

WITNESSETH: That in consideration of the mutual covenants herein contained, the parties hereto agree that Pipeline will store natural gas for Customer during the term, at the rates and on the terms and conditions hereinafter provided and, with respect to gas delivered by each of the parties to the other, under and subject to Pipeline's Rate Schedule GSS-E and all of the General Terms and Conditions contained in Pipeline's FERC Gas Tariff and any revisions thereof that may be made effective hereafter:

ARTICLE I
Quantities

Beginning as of _____ and thereafter for the remaining term of this Agreement, Customer agrees to deliver to Pipeline and Pipeline agrees to receive for storage in Pipeline's underground storage properties, and Pipeline agrees to inject or cause to be injected into storage for Customer's account, store, withdraw from storage, and deliver to Customer and Customer agrees to receive, quantities of natural gas as set forth on Exhibit A, attached hereto.

ARTICLE II
Rate

A. For storage service rendered by Pipeline to Customer hereunder, Customer shall pay Pipeline the maximum rates and charges provided under Rate Schedule GSS-E contained in Pipeline's effective FERC Gas Tariff or any effective superseding rate schedule.

B. Pipeline shall have the right to propose, file and make effective with the FERC or any other body having jurisdiction, revisions to any applicable rate schedule, or to propose, file, and make effective superseding rate schedules for the purpose of changing the rate, charges, and other provisions thereof effective as to Customer; provided, however, that (i) Section 2 of Rate Schedule GSS-E "Applicability and Character of Service," (ii) term, (iii) quantities, and (iv) points of receipt and points of delivery shall not be subject to unilateral change under this Article. Said rate schedule or superseding rate schedule and any revisions thereof which shall be filed and made effective shall apply to and become a part of this Service Agreement. The filing of such changes and revisions to any applicable rate schedule shall be without prejudice to the right of Customer to contest or oppose such filing and its effectiveness.

C. The Storage Demand Charge and the Storage Capacity Charge provided in the aforesaid rate schedule shall commence on _____.

ARTICLE III
Term of Agreement

Subject to all the terms and conditions herein, this Agreement shall be effective as of _____ Service shall continue in effect for a primary term of _____ and from year to year thereafter, provided, however that either party may terminate this Agreement by giving written notice to the other at least twelve months prior to the end of the initial term or any subsequent term, or _____.

For Agreements with a term entered into pursuant to Section 21.5 of the GT&C, Article III will read:

Subject to all the terms and conditions herein, this Agreement shall be effective as of _____ [or _____ as agreed to pursuant to Section 21.5(b) of the General Terms and Conditions of Pipeline's FERC Gas Tariff]. Service shall continue in effect for a primary term of _____ and from year to year thereafter, provided, however, that either party may terminate this Agreement by giving written notice to the other at least twelve months prior to the end of the initial term or any subsequent term, or _____ [; provided, however, *description of negotiated Term pursuant to Section 21.5(a) of 21.5(c) of the General Terms and Conditions of Pipeline's FERC Gas Tariff, or any applicable term provisions authorized by the Commission pursuant to a certificate or related proceeding*].

ARTICLE IV
Points of Receipt and Delivery

The Points of Receipt for Customer's tender of storage injection quantities, and the Point(s) of Delivery for withdrawals from storage shall be specified on Exhibit A, attached hereto.

ARTICLE V
Regulatory Approval

Performance under this Agreement by Pipeline and Customer shall be contingent upon Pipeline and Customer receiving all necessary regulatory or other governmental approvals upon terms satisfactory to each. Should Pipeline and Customer be denied such approvals to provide the service contemplated herein to construct and operate any necessary facilities therefor upon the terms and conditions requested in the application therefor, then Pipeline's and Customer's obligations hereunder shall terminate.

ARTICLE VI
Incorporation By Reference of Tariff Provisions

To the extent not inconsistent with the terms and conditions of this Agreement, the following provisions of Pipeline's effective FERC Gas Tariff, and any revisions thereof that may be made effective hereafter are hereby made applicable to and a part hereof by reference:

1. All of the provisions of Rate Schedule GSS-E or any effective superseding rate schedule or otherwise applicable rate schedule; and
2. All of the provisions of the General Terms and Conditions, as they may be revised or superseded from time to time.

ARTICLE VII
Miscellaneous

A. No change, modification or alteration of this Agreement shall be or become effective until executed in writing by the parties hereto; provided, however, that the parties do not intend that this Article VII.A. requires a further written agreement either prior to the making of any request or filing permitted under Article II hereof or prior to the effectiveness of such request or filing after Commission approval, provided further, however, that nothing in this Agreement shall be deemed to prejudice any position the parties may take as to whether the request, filing or revision permitted under Article II must be made under Section 7 or Section 4 of the Natural Gas Act.

B. Any notice, request or demand provided for in this Agreement, or any notice which either party may desire to give the other, shall be in writing and delivered in person, by postal mail or by email (followed by postal mail) sent to the following addresses:

Pipeline: Dominion Energy Transmission, Inc.
707 East Main Street
Richmond, Virginia 23219

Attention: _____
Officer / Title

Email: _____

Customer: _____

Attention: _____
Title

Email: _____

or at such other address as either party shall designate by formal written notice.

C. No presumption shall operate in favor of or against either party hereto as a result of any responsibility either party may have had for drafting this Agreement.

D. The subject headings of the provisions of this Agreement are inserted for the purpose of convenient reference and are not intended to become a part of or to be considered in any interpretation of such provisions.

E. This Agreement may be executed in one or more counterparts, all of which shall constitute one and the same instrument and each of which shall be deemed to be an original. Execution and delivery of this Agreement may be obtained from the relevant party or parties by delivery in person, by postal mail or by pdf electronic copy (followed by postal mail delivery); provided, however, that any failure by a party to so deliver the original signed signature page shall not affect the validity or enforceability of this Agreement by or against that party.

[Where applicable:

ARTICLE VIII
Prior Contracts

This Agreement shall supersede and cancel, as of the effective date, the Agreement for storage service between Customer and Pipeline dated _____.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized officials as of the day and year first above written.

Dominion Energy Transmission, Inc.
(Pipeline)

By: _____
Its: _____
(Title)

(Customer)

By: _____
Its: _____
(Title)

FORM OF SERVICE AGREEMENT
APPLICABLE TO THE STORAGE OF NATURAL GAS
UNDER RATE SCHEDULE GSS-E

EXHIBIT A

To The Storage Service Agreement
Dated _____

Between Dominion Energy Transmission, Inc. and

A. Quantities

The quantities of natural gas storage service which Customer may utilize under this Agreement, as well as Customer's applicable Billing Determinants, are as follows:

1. Storage Capacity of _____ Dekatherms (Dt), and
2. Storage Demand of _____Dt per day.

B. Points of Receipt and Delivery

1. The Point(s) of Receipt for Customer's tender of storage injection quantities, and the maximum quantities for each point, shall be as follows:
2. The Point(s) of Delivery for withdrawals from storage, and the maximum quantities for each point, shall be as follows:

[C. Miscellaneous

1. *Description of Contractual ROFR pursuant to Section 24 of the General Terms and Conditions of Pipeline's FERC Gas Tariff.*
2. *In the event that a Precedent Agreement for a new or expansion project contains Customer-specific credit provisions related to that project, the following language shall be included in the related Service Agreement Exhibit A: "The credit requirements applicable to this Agreement are set forth in that certain Precedent Agreement dated _____ between Pipeline and Customer."]*

FORM OF SERVICE AGREEMENT
APPLICABLE TO THE STORAGE OF NATURAL GAS
UNDER RATE SCHEDULE ISS

AGREEMENT made as of this _____ day of _____, by and between Dominion Energy Transmission, Inc., a Delaware corporation, hereinafter called "Pipeline," and _____, a _____, hereinafter called "Customer."

WITNESSETH: That in consideration of the mutual covenants herein contained, the parties hereto agree that Pipeline will store natural gas for Customer during the term, at the rates and on the terms and conditions hereinafter provided and, with respect to gas delivered by each of the parties to the other, under and subject to Pipeline's Rate Schedule ISS and all of the General Terms and Conditions contained in Pipeline's FERC Gas Tariff and any revisions thereof that may be made effective hereafter:

ARTICLE I.
QUANTITIES

A. During the term of this Agreement, Pipeline will receive and store for Customer on an interruptible basis, and Customer may furnish, or cause to be furnished, to Pipeline for such interruptible storage service hereunder, up to the maximum quantities of natural gas as set forth on Exhibit A, attached hereto.

B. The maximum quantity of gas that Pipeline will deliver from such storage on behalf of customer on any Day, on an interruptible basis, and which Customer will accept, or cause to be accepted, shall be as set forth on Exhibit A, attached hereto.

ARTICLE II.
RATE

A. For storage service rendered by Pipeline to Customer hereunder, Customer shall pay Pipeline the maximum rates and charges provided under Rate Schedule ISS contained in Pipeline's effective FERC Gas Tariff or any effective superseding rate schedule.

B. Pipeline shall have the right to propose, file and make effective with the FERC or any other body having jurisdiction, revisions to any applicable rate schedule, or to propose, file, and make effective superseding rate schedules for the purpose of changing the rate, charges, and other provisions thereof effective as to Customer; provided, however, that (i) Section 2 of Rate Schedule ISS "Applicability and Character of Service," (ii) term, (iii) quantities, and (iv) ISS Points shall not be subject to unilateral change under this Article. Said rate schedule or superseding rate schedule, and any revisions thereof that shall be filed and made effective, shall apply to and become a part of this Service Agreement. The filing of such changes and revisions to any applicable rate schedule shall be without prejudice to the right of Customer to contest or oppose such filing and its effectiveness.

ARTICLE III.
TERM OF AGREEMENT

Subject to all the terms and conditions herein, this Agreement shall be effective as of _____, and shall continue in effect for a primary term through and including _____, and from month to month thereafter, until either party terminates this Agreement by giving at least one month's prior written notice to the other.

[For Agreements with a term entered into pursuant to Section 21.5 of the GT&C, Article III will read:

Subject to all the terms and conditions herein, this Agreement shall be effective as of _____ [or _____ as agreed to pursuant to Section 21.5(b) of the General Terms and Conditions of Pipeline's FERC Gas Tariff], and shall continue in effect for a primary term through _____

_____, and from month to month thereafter, until either party terminates this Agreement by giving one month's prior written notice to the other [;provided however, *description of Negotiated Term pursuant to Section 21.5(a) or 21.5(c) of the General Terms and Conditions of Pipeline's FERC Gas Tariff.*]]

ARTICLE IV.
POINTS OF RECEIPT AND DELIVERY

The ISS Points for Customer's tender of storage injection quantities, and for subsequent receipt of gas upon withdrawal from storage, shall be specified on Exhibit A, attached hereto.

[Where construction is required for performance:

ARTICLE V.
REGULATORY APPROVAL

Performance under this Agreement by Pipeline and Customer shall be contingent upon Pipeline (and Customer) receiving all necessary regulatory or other governmental approvals upon terms satisfactory to each. Should Pipeline (and Customer) be denied such approvals to provide the service contemplated herein to construct and operate any necessary facilities therefor upon the terms and conditions requested in the application therefor, then Pipeline's and Customer's obligations hereunder shall terminate.]

ARTICLE VI.
INCORPORATION BY REFERENCE OF TARIFF PROVISIONS

To the extent not inconsistent with the terms and conditions of this Agreement, the following provisions of Pipeline's effective FERC Gas Tariff, and any revisions thereof that may be made effective hereafter are hereby made applicable to and a part hereof by reference:

1. All of the provisions of Rate Schedule ISS, or any effective superseding rate schedule or otherwise applicable rate schedule; and
2. All of the provisions of the General Terms and Conditions, as they may be revised or superseded from time to time.

ARTICLE VII.
MISCELLANEOUS

A. No change, modification or alteration of this Agreement shall be or become effective until executed in writing by the parties hereto; provided, however, that the parties do not intend that this Article VII.A. requires a further written agreement either prior to the making of any request or filing permitted under Article II hereof or prior to the effectiveness of such request or filing after Commission approval, provided further, however, that nothing in this Agreement shall be deemed to prejudice any position the parties may take as to whether the request, filing or revision permitted under Article II must be made under Section 7 or Section 4 of the Natural Gas Act.

B. Any notice, request or demand provided for in this Agreement, or any notice which either party may desire to give the other, shall be in writing and delivered in person, by postal mail or by email (followed by postal mail) sent to the following addresses:

Pipeline: Dominion Energy Transmission, Inc.
707 East Main Street
Richmond, Virginia 23219

Attention: _____
(Title)

Email: _____

Customer: _____

Attention: _____
Title

Email: _____

or at such other address as either party shall designate by formal written notice.

C. No presumption shall operate in favor of or against either party hereto as a result of any responsibility either party may have had for drafting this Agreement.

D. The subject headings of the provisions of this Agreement are inserted for the purpose of convenient reference and are not intended to become a part of or to be considered in any interpretation of such provisions.

E. This Agreement may be executed in one or more counterparts, all of which shall constitute one and the same instrument and each of which shall be deemed to be an original. Execution and delivery of this Agreement may be obtained from the relevant party or parties by delivery in person, by postal mail or by pdf electronic copy (followed by postal mail delivery); provided, however, that any failure by a party to so deliver the original signed signature page shall not affect the validity or enforceability of this Agreement by or against that party.

[Where applicable:

ARTICLE VIII.
PRIOR CONTRACTS

This Agreement shall supersede and cancel, as of the effective date, the Service Agreement for storage service between Customer and Pipeline dated _____.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized officials as of the day and year first above written.

Dominion Energy Transmission, Inc.
(Pipeline)

By: _____

Its: _____
(Title)

(Customer)

By: _____

Its: _____
(Title)

FORM OF SERVICE AGREEMENT
APPLICABLE TO THE STORAGE OF NATURAL GAS
UNDER RATE SCHEDULE ISS

EXHIBIT A
To The ISS Service Agreement

Dated _____

Between Dominion Energy Transmission, Inc. and

A. Quantities

The maximum quantities of natural gas storage service that Customer may utilize under this Service Agreement, on an interruptible basis, shall be as follows:

1. Maximum Storage Quantity ("MSQ") of _____ Dekatherms ("Dt");
2. Maximum Daily Injection Quantity ("MDIQ") of _____ Dt; and
3. Maximum Daily Withdrawal Quantity ("MDWQ") of _____ Dt.

B. ISS Point(s)

The points of Customer's tender for injection and subsequent receipt upon withdrawal of quantities for Interruptible Storage Service hereunder, and the maximum quantities for each ISS Point, shall be:

FORM OF SERVICE AGREEMENT
APPLICABLE TO TITLE TRANSFER TRACKING AT SPECIFIED POINTS
UNDER RATE SCHEDULE TTT

TTT AGREEMENT made as of this ____ day of _____, _____, by and between Dominion Energy Transmission, Inc., a Delaware corporation, hereinafter called "Pipeline," and _____, a _____, hereinafter called "Customer."

WHEREAS, from time to time, Customer, its customers and principals obtain rights for transportation service from DETI, under which these parties have the right to deliver natural gas into, move gas through, or receive gas from, various DETI facilities, in accordance with Service Agreements that have been entered into in accordance with DETI's FERC Gas Tariff (the "Subject Service Agreements"); and,

WHEREAS, Customer, on behalf of itself, its customers and principals, arranges for various services in conjunction with the performance required or permitted by DETI under the Subject Service Agreements; and,

WHEREAS, in the course of performing such services, Customer may identify and obtain sources and/or markets on behalf of shippers under the Subject Service Agreements, the identity of which Customer seeks to protect for commercial purposes; and,

WHEREAS, to that end, Pipeline and Customer have agreed to procedures that will accommodate Customer's nomination of quantities of gas at points of interconnection between Pipeline and other interstate pipelines, for the limited purpose of tracking title transfers among buyers and sellers of such quantities; which procedures do not entitle Customer to receive any transportation or storage service under Pipeline's FERC Gas Tariff separate from the entitlements under the Subject Service Agreements, nor do they entitle Customer to maintain physical imbalances on Pipeline's system.

THEREFORE, WITNESSETH: That, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Article I.
Quantities

A. During the term of this TTT Agreement, Pipeline will accept nominations for Title Transfer Tracking ("TTT") Service from Customer, in accordance with the procedures set forth in Article V, below. All accounting receipt data provided by Customer to Pipeline at each Eligible Point must be accompanied by a corresponding nomination for accounting delivery at such Eligible Point; otherwise, Pipeline shall be entitled to reject nomination data provided by Customer for any Eligible Point at which accounting receipts do not equal accounting deliveries. This equalization requirement shall apply to TTT Service hereunder every Day, regardless of any capacity constraint, operational flow order, curtailment requirement, or operating limitation that may be imposed on the Subject Service Agreements.

B. The maximum quantity that Pipeline shall accept for nomination by Customer pursuant to this TTT Agreement shall be limited to a Maximum Title Transfer Quantity of ____ Dt per day. Pipeline's obligation to accept nominations hereunder shall be limited to the contractual entitlements of Customer, its customers, or its principals--as shippers under the Subject Service Agreements--to receive service from Pipeline as confirmed under this Agreement.

C. Nothing under this Agreement shall convey to Customer any right to transportation or storage service by Pipeline. The transportation or storage of gas nominated for TTT Service in accordance with this Agreement requires that the Customer, its customers, or its principals obtain entitlement to service from Pipeline under another Service Agreement, in accordance with all applicable provisions of Pipeline's FERC Gas Tariff.

Article II.

Term of Agreement

Subject to all terms and conditions herein, this TTT Agreement shall be effective as of _____, and shall continue in effect for a primary term through _____ and from month to month thereafter, until either party terminates this TTT Agreement by giving one month's prior written notice to the other. Pipeline shall also have the unilateral right to terminate this Agreement within 24 hours in the event that Pipeline determines that Customer failed to comply with the terms of Rate Schedule TTT.

Article III. Rate

A. Unless otherwise mutually agreed in a written amendment to this TTT Agreement, Customer shall pay Pipeline for services nominated hereunder the maximum applicable rates and charges, as established under Rate Schedule TTT and set forth on Tariff Record No. 10.1 of Pipeline's effective FERC Gas Tariff, including any surcharges. Customer may also incur charges under the associated Subject Service Agreements.

B. Pipeline shall have the right to propose, file and make effective with the FERC or any other body having jurisdiction, revisions to any applicable rate schedule, or to propose, file and make effective superseding rate schedules for the purpose of changing the rate, charges and other provisions thereof effective as to Customer. Said rate schedule or superseding rate schedule and any revisions thereof which shall be filed and made effective shall apply to and become a part of this TTT Agreement. The filing of such changes and revisions to any applicable rate schedule shall be without prejudice to the right of Customer to contest or oppose such filing and its effectiveness.

Article IV. Eligible Points

A. Nominations for subsequent physical delivery downstream from each Eligible Point established hereunder must be performed under a valid Subject Service Agreement. Pipeline's confirmation of TTT Service at Eligible Points shall be subject to Pipeline's determination:

1. that sufficient capacity is available to accommodate the nominated service(s), consistent with scheduling priorities otherwise applicable to the affected Subject Service Agreement(s); and
2. that shipper(s) have nominated corresponding services under effective Subject Service Agreement(s) with Pipeline that include receipt point or delivery point entitlements as necessary to accommodate TTT Service nominated hereunder.

B. Pipeline shall provide to Customer two logical meter numbers to be used exclusively for nominations of accounting receipts and deliveries on Pipeline's system through the procedures established in this TTT Agreement. North Point and South Point are established as Eligible Points for nomination of TTT Services hereunder.

Article V. Procedures

Customer and Pipeline shall perform TTT Services hereunder pursuant to the procedures set forth in Section 7 of Pipeline's Rate Schedule TTT, as that Rate Schedule may be amended from time to time.

ARTICLE VI.
Incorporation by Reference of Tariff Provisions

To the extent not inconsistent with the terms and conditions of this TTT Agreement, the following provisions of Pipeline's effective FERC Gas Tariff, and any revisions thereof that may be made effective hereafter are hereby made applicable to and a part hereof by reference:

A. All of the provisions of Rate Schedule TTT, or any effective superseding rate schedule or otherwise applicable rate schedule; and

B. All of the provisions of the General Terms and Conditions, as they may be revised or superseded from time to time.

Article VII.
Miscellaneous

A. No change, modification or alteration of this TTT Agreement shall be or become effective until executed in writing by the parties hereto.

B. Any notice, request or demand provided for in this TTT Agreement, or any notice that either party may desire to give the other, shall be in writing and delivered in person, by postal mail or by email (followed by postal mail) sent to the following addresses:

Pipeline:

Dominion Energy Transmission, Inc.
707 East Main Street
Richmond, Virginia 23219

Att'n: _____
(Title)

Email: _____

Customer: _____

Att'n: _____
(Title)

Email: _____

or at such other address as either party shall designate by formal written notice to the other.

C. No presumption shall operate in favor of or against either party hereto as a result of any responsibility either party may have had for drafting this TTT Agreement.

D. The subject headings of the provisions of this TTT Agreement are inserted for the purpose of convenient reference and are not intended to become a part of or to be considered in any interpretation of such provisions.

E. Each party to this TTT Agreement bears responsibility for all of its own breaches, tortious acts, or tortious omissions connected in any way with the TTT Agreement causing damages or injuries of any kind to the other party or to any third party, unless otherwise expressly agreed in writing between the parties. The offending party as a result of such offense shall hold harmless and indemnify the non-offending party against any claim, liability, loss or damage whatsoever suffered by the non-offending party or by any third party, including without limitation actual damages, litigation expenses, court costs, and attorneys' fees; and the phrase "tortious acts or tortious omissions" shall include without limitation sole or concurrent simple negligence, gross negligence, recklessness, and intentional acts or omissions. This TTT Agreement does not contemplate any third party beneficiaries.

F. This Agreement may be executed in one or more counterparts, all of which shall constitute one and the same instrument and each of which shall be deemed to be an original. Execution and delivery of this Agreement may be obtained from the relevant party or parties by delivery in person, by postal mail or by pdf electronic copy (followed by postal mail delivery); provided, however, that any failure by a party to so deliver the original signed signature page shall not affect the validity or enforceability of this Agreement by or against that party.

[Where applicable

ARTICLE VIII.
Prior Contracts

This TTT Agreement shall supersede and cancel, as of the effective date, the TTT Agreement between Customer and Pipeline dated _____.]

IN WITNESS WHEREOF, the parties hereto intending to be legally bound, have caused this TTT Agreement to be signed by their duly authorized officials as of the day and year first written above.

Dominion Energy Transmission, Inc.
(PIPELINE)

(CUSTOMER)

By: _____

By: _____

Its: _____
(Title)

Its: _____
(Title)

FORM OF SERVICE AGREEMENT
DELIVERY POINT OPERATOR AGREEMENT

AGREEMENT made as of this ____ day of _____, _____, by and between DOMINION ENERGY TRANSMISSION, INC., a Delaware corporation, hereinafter called "Pipeline," and _____, a _____, hereinafter called "Delivery Point Operator" or "DPO."

WHEREAS, Pipeline and DPO desire to enter into an agreement to define their rights and responsibilities with regard to no-notice services at the Citygate Delivery Point and to establish processes for the flow of information pursuant to the terms and conditions of Pipeline's Rate Schedule DPO; and

WHEREAS, in order to deliver natural gas to the Citygate Delivery Point, the DPO and identified participants in its retail access program and other parties interested in shipping gas to the DPO's Citygate Delivery Point (referred to as "Citygate Swing Customers" or "CSCs") will arrange for firm transportation and storage of gas, pursuant to Service Agreements that are entered into by the DPO and participating CSCs in accordance with Pipeline's FERC Gas Tariff (the "Subject Service Agreements"); and,

WHEREAS, to that end, Pipeline and DPO have agreed to procedures to establish no-notice services at the Primary Delivery Point; which procedures do not independently entitle DPO to receive transportation or storage service under Pipeline's FERC Gas Tariff.

NOW THEREFORE, WITNESSETH: That, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Article I.
Quantities

A. During the term of this Agreement, the DPO shall provide, and Pipeline will accept, a report of quantities in accordance with the procedures referenced in Section 7 of Rate Schedule DPO. This reporting requirement shall apply every Day, regardless of any capacity constraint, operational flow order, curtailment requirement, or operating limitation that may be imposed upon the Subject Service Agreements.

B. Nothing under this Agreement shall convey to DPO any independent right to transportation or storage service by Pipeline. The transportation or storage of gas as arranged and reported in accordance with this Agreement requires that the DPO and participating Citygate Swing Customers obtain entitlement to service from Pipeline under one or more Service Agreement(s) for transportation and storage service, in accordance with all applicable provisions of Pipeline's FERC Gas Tariff.

C. The quantity of gas that Pipeline shall be obligated to deliver at the Citygate Delivery Point on any Day shall be limited to the Maximum No-Notice Quantity as defined in Section 5.1 of Rate Schedule DPO, as further limited to the aggregate total of all nominated, scheduled deliveries to the Citygate Delivery Point plus any available primary-point contractual entitlements of the DPO and participating Citygate Swing Customers as shippers under the Subject Service Agreements.

Article II.
Rate

A. DPO shall pay Pipeline the rates and charges established under Rate Schedule DPO or effective superseding rate schedule; in addition, the DPO may incur charges under the associated Subject Service Agreements.

B. Pipeline shall have the right to propose, file and make effective with the FERC or any other body having jurisdiction, revisions to any applicable rate schedule, or to propose, file, and make effective superseding

rate schedules for the purpose of changing the rate, charges, and other provisions thereof effective as to DPO. Said rate schedule or superseding rate schedule and any revisions thereof which shall be filed and made effective shall apply to and become a part of this Service Agreement. The filing of such changes and revisions to any applicable rate schedule shall be without prejudice to the right of DPO to contest or oppose such filing and its effectiveness.

Article III.
Term of Agreement

Subject to all the terms and conditions herein, this Agreement shall be effective as of _____, _____, and shall continue in effect for a primary term through _____, _____, and from month to month thereafter, until either party terminates this Agreement by giving at least three months' prior written notice to the other. Either party has the right to terminate this Agreement for the reasons stated in Section 4, Term, of the Rate Schedule, by giving at least 24 hours prior written notice to the other.

Article IV.
Citygate Delivery Point

The locations on Pipeline's system that are governed by this Agreement shall be specified on Exhibit A, attached hereto. These locations shall constitute the DPO's "Citygate Delivery Point."

Article V.
Incorporation by Reference of Tariff Provisions

To the extent not inconsistent with the terms and conditions of this Agreement, the following provisions of Pipeline's effective FERC Gas Tariff, and any revisions thereof that may be made effective hereafter are hereby made applicable to and a part hereof by reference:

1. All of the provisions of Rate Schedule DPO, or any effective superseding rate schedule or otherwise applicable rate schedule; and
2. All of the provisions of the General Terms and Conditions, as they may be revised or superseded from time to time.

Article VI.
Miscellaneous

A. No change, modification or alteration of this Agreement shall be or become effective until executed in writing by the parties hereto; provided, however, that the parties do not intend that this Article VI.A. requires a further written agreement either prior to the making of any request or filing permitted under Article II hereof or prior to the effectiveness of such request or filing after Commission approval.

B. Any notice, request or demand provided for in this Agreement, or any notice which either party may desire to give the other, shall be in writing and delivered in person, by postal mail or by email (followed by postal mail) sent to the following addresses:

Pipeline: Dominion Energy Transmission, Inc.
707 East Main Street
Richmond, Virginia 23219

Attention: _____
(Title)

Email: _____

DPO: _____

Attention: _____
(Title)

Email: _____

or at such other address as either party shall designate by formal written notice to the other.

C. No presumption shall operate in favor of or against either party hereto as a result of any responsibility either party may have had for drafting this Agreement.

D. The subject headings of the provisions of this Agreement are inserted for the purpose of convenient reference and are not intended to become a part of or to be considered in any interpretation of such provisions.

E. The DPO shall not assign its rights under this Agreement unless it first obtains the written consent of Pipeline. Before accepting an assignment, Pipeline shall have the discretion to determine whether the potential assignee qualifies under the provisions of Pipeline's tariff as a DPO and satisfies all of the requirements of the Pipeline's tariff including the requirement set forth in the DPO Rate Schedule that either the Pipeline or the DPO must maintain sole physical control of the City Gate Delivery Point. Pipeline shall not unreasonably withhold its consent if an assignee meets the tariff requirements.

F. This Agreement may be executed in one or more counterparts, all of which shall constitute one and the same instrument and each of which shall be deemed to be an original. Execution and delivery of this Agreement may be obtained from the relevant party or parties by delivery in person, by postal mail or by pdf electronic copy (followed by postal mail delivery); provided, however, that any failure by a party to so deliver the original signed signature page shall not affect the validity or enforceability of this Agreement by or against that party.

[Where applicable

Article VII.
Prior Contracts

This Agreement shall supersede and cancel, as of the effective date, the DPO Agreement between DPO and Pipeline dated _____.]

IN WITNESS WHEREOF, the parties hereto intending to be legally bound, have caused this Agreement to be signed by their duly authorized officials as of the day and year first written above.

DOMINION ENERGY TRANSMISSION, INC.
(Pipeline)

By: _____

Its: _____

(Title)

(DPO)

By: _____

Its: _____

(Title)

FORM OF SERVICE AGREEMENT
DELIVERY POINT OPERATOR AGREEMENT

EXHIBIT A
To The DPO Agreement
Between Dominion Energy Transmission, Inc. and

1. Citygate Delivery Point

The locations that shall constitute the Citygate Delivery Point hereunder, and the maximum applicable quantities/pressures at each location, shall be as follows:

FORM OF SERVICE AGREEMENT
CITYGATE SWING CUSTOMER AGREEMENT

AGREEMENT made and entered into as of this _____ day of _____, _____, by and between DOMINION ENERGY TRANSMISSION INC., a Delaware corporation, hereinafter referred to as "Pipeline," and _____, a _____, hereinafter referred to as "Citygate Swing Customer" or "CSC."

WHEREAS, Pipeline and CSC desire to enter into an agreement pursuant to Pipeline's Rate Schedule CSC, to define CSC's entitlements to no-notice services as a retail market participant behind the Citygate Delivery Point that has been established by _____ as a Delivery Point Operator (DPO) under Pipeline's Rate Schedule DPO; and

WHEREAS, in order to deliver natural gas to the Citygate Delivery Point, the CSC has arranged for firm transportation and storage of gas, pursuant to Service Agreements that are entered into in accordance with Pipeline's FERC Gas Tariff (the "Subject Service Agreements"); and,

WHEREAS, to that end, Pipeline and CSC have agreed to procedures to arrange for the provision of services on a no-notice basis at the Citygate Delivery Point; which procedures do not independently entitle the CSC to receive transportation or storage service under Pipeline's FERC Gas Tariff.

NOW THEREFORE, WITNESSETH: That, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Article I.
Quantities

A. During the term of this Agreement, the DPO shall provide, and Pipeline will accept, a report of quantities in accordance with the procedures referenced in Section 7 of Rate Schedule CSC. This reporting requirement shall apply every Day, regardless of any capacity constraint, operational flow order, curtailment requirement, or operating limitation that may be imposed upon the Subject Service Agreements. The CSC agrees to be bound by Pipeline's actions based upon the DPO report.

B. Nothing under this Agreement shall convey to the CSC any independent right to transportation or storage service by Pipeline, or to access at the Citygate Delivery Point. The transportation or storage of gas as arranged and reported in accordance with this Agreement requires that the CSC obtain entitlement to service from Pipeline under another Service Agreement, in accordance with all applicable provisions of Pipeline's FERC Gas Tariff.

C. The quantity of gas that Pipeline shall be obligated to deliver at the Citygate Delivery Point on behalf of the CSC shall be limited to the aggregate total of all nominated, scheduled deliveries to the Citygate Delivery Point plus any unutilized contract entitlements for firm service at Primary Delivery Points that correspond to the Citygate Delivery Point, under the Subject Service Agreements of the CSC.

Article II.
Rate

A. For service rendered by Pipeline to the CSC hereunder, the CSC shall pay Pipeline the maximum rates and charges, if any, provided under Rate Schedule CSC contained in Pipeline's effective FERC Gas Tariff or any effective superseding rate schedule.

B. Pipeline shall have the right to propose, file and make effective with the FERC or any other body having jurisdiction, revisions to any applicable rate schedule, or to propose, file, and make effective superseding rate schedules for the purpose of changing the rate, charges, and other provisions thereof effective as to the CSC.

Said rate schedule or superseding rate schedule and any revisions thereof which shall be filed and made effective shall apply to and become a part of this Service Agreement. The filing of such changes and revisions to any applicable rate schedule shall be without prejudice to the right of the CSC to contest or oppose such filing and its effectiveness.

Article III.
Term of Agreement

Subject to all the terms and conditions herein, this Agreement shall be effective as of _____, and shall continue in effect for a primary term through _____, and from month to month thereafter, until either party terminates this agreement by giving written notice to the other at least three months prior to the start of the next contract year. Either party has the right to terminate this Agreement for the reasons stated in Section 4, Term, of the Rate Schedule, by giving at least 24 hours prior written notice to the other.

Article IV.
Citygate Delivery Point

The Citygate Delivery Point for CSC's receipt of service on a no-notice basis as established hereunder shall be the Citygate Delivery Point known as _____ that was established under the "Delivery Point Operator Agreement" between _____ and Pipeline, dated _____.

Article V.
Incorporation by Reference of Tariff Provisions

To the extent not inconsistent with the terms and conditions of this Agreement, the following provisions of Pipeline's effective FERC Gas Tariff, and any revisions thereof that may be made effective hereafter are hereby made applicable to and a part hereof by reference:

1. All of the provisions of Rate Schedule CSC, or any effective superseding rate schedule or otherwise applicable rate schedule; and
2. All of the provisions of the General Terms and Conditions, as they may be revised or superseded from time to time.

Article VI.
Miscellaneous

A. No change, modification or alteration of this Agreement shall be or become effective until executed in writing by the parties hereto; provided, however, that the parties do not intend that this Article VI.A. requires a further written agreement either prior to the making of any request or filing permitted under Article II hereof or prior to the effectiveness of such request or filing after Commission approval.

B. Any notice, request or demand provided for in this Agreement, or any notice which either party may desire to give the other, shall be in writing and delivered in person, by postal mail or by email (followed by postal mail) sent to the following addresses:

Pipeline: Dominion Energy Transmission, Inc.
707 East Main Street
Richmond, Virginia 23219

Attention: _____
(Title)

Email: _____

CSC: _____

Attention: _____
Title

Email: _____

or at such other address as either party shall designate by formal written notice.

C. No presumption shall operate in favor of or against either party hereto as a result of any responsibility either party may have had for drafting this Agreement.

D. The subject headings of the provisions of this Agreement are inserted for the purpose of convenient reference and are not intended to become a part of or to be considered in any interpretation of such provisions.

E. This Agreement may be executed in one or more counterparts, all of which shall constitute one and the same instrument and each of which shall be deemed to be an original. Execution and delivery of this Agreement may be obtained from the relevant party or parties by delivery in person, by postal mail or by pdf electronic copy (followed by postal mail delivery); provided, however, that any failure by a party to so deliver the original signed signature page shall not affect the validity or enforceability of this Agreement by or against that party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized officials as of the day and year first above written.

DOMINION ENERGY TRANSMISSION, INC.
(Pipeline)

By: _____
Its: _____
(Title)

(CSC)

By: _____
Its: _____
(Title)

FORM OF SERVICE AGREEMENT
APPLICABLE TO THE AGGREGATION
OF NOMINATED QUANTITIES AT SPECIFIED POINTS
UNDER RATE SCHEDULE MPS

AGREEMENT made as of this ____ day of _____, _____, by and between Dominion Energy Transmission, Inc., a Delaware corporation, hereinafter called "DETI," and _____, a _____, hereinafter called "Customer."

WHEREAS, from time to time, Customer, its customers and principals obtain rights for transportation service from DETI, under which these parties have the right to deliver natural gas into, move gas through, or receive gas from, various DETI facilities, in accordance with Service Agreements that have been entered into in accordance with DETI's FERC Gas Tariff (the "Subject Service Agreements"); and,

WHEREAS, Customer, on behalf of itself, its customers and principals, arranges for various services in conjunction with the performance required or permitted by DETI under the Subject Service Agreements; and,

WHEREAS, in the course of performing such services, Customer may identify and obtain sources and/or markets on behalf of shippers under the Subject Service Agreements, the identity of which Customer seeks to protect for commercial purposes; and,

WHEREAS, to that end, DETI and Customer have agreed to certain procedures to accommodate the aggregation of nominated quantities by Customer; which procedures do not entitle Customer to receive any transportation or storage service under DETI's FERC Gas Tariff, nor do they entitle Customer to maintain physical imbalances on the DETI system.

NOW, THEREFORE, WITNESSETH: That, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Article I.
Quantities

A. During the term of this Agreement, DETI will accept from Customer nomination and confirmation data in accordance with the procedures set forth in Article V, below. This condition notwithstanding, all receipt data provided by Customer to DETI at each Eligible Point must be accompanied by an equal quantity of deliveries at such point under this Agreement, otherwise DETI shall be entitled to reject the data provided by Customer for any Eligible Point at which receipts do not equal deliveries. This equalization requirement shall apply every day, regardless of any capacity constraint, operational flow order, curtailment requirement, or operating limitation that may be imposed upon the Subject Service Agreements.

B. The maximum quantities of gas that DETI shall confirm with Customer in accordance with this Agreement shall be limited to a Maximum Aggregation Quantity of _____ Dt per month, and shall be further limited to the contractual entitlements of Customer, its customers, or its principals as shippers under the Subject Service Agreements.

C. Nothing under this Agreement shall convey to Customer any right to transportation or storage service by DETI. The transportation or storage of gas confirmed in accordance with this Agreement requires that the Customer, its customers, or its principals obtain entitlement to service from DETI under another Service Agreement, in accordance with all applicable provisions of DETI's FERC Gas Tariff.

Article II.
Term of Agreement

Subject to all the terms and conditions herein, this Agreement shall be effective as of the date first written above; and shall continue in effect for a primary term through and including _____, _____, and from month to month thereafter, until either party terminates this Agreement by giving one month's prior written notice to the other. DETI shall also have the unilateral right to terminate this Agreement within 24 hours in the event that DETI determines that Customer failed to comply with the terms of Rate Schedule MPS.

Article III.
Imbalance Fee

A. Customer shall pay DETI the rates and charges established under Rate Schedule MPS, and as set forth on Tariff Record No. 10.1 of Pipeline's FERC Gas Tariff; in addition, Customer may incur charges under the associated Subject Service Agreements.

B. DETI shall have the right to propose, file and make effective with the FERC or any other body having jurisdiction, revisions to any applicable rate schedule, or to propose, file, and make effective superseding rate schedules for the purpose of changing the rate, charges, and other provisions thereof effective as to Customer. Said rate schedule or superseding rate schedule and any revisions thereof which shall be filed and made effective shall apply to and become a part of this Agreement. The filing of such changes and revisions to any applicable rate schedule shall be without prejudice to the right of Customer to contest or oppose such filing and its effectiveness.

Article IV.
Eligible Points

A. Nominations away from each Eligible Point established hereunder must be performed under a valid Subject Service Agreement. DETI's confirmation of service at Eligible Points shall be subject to DETI's determination:

1. that sufficient capacity is available to accommodate the nominated service(s), consistent with scheduling priorities otherwise applicable to the affected Subject Service Agreement(s); and
2. that shipper(s) have nominated corresponding services under effective Subject Service Agreement(s) with DETI that include receipt point or delivery point entitlements as necessary to accommodate the service to be confirmed hereunder.

B. Eligible Points. . North Point and South Point are established as Eligible Points for confirmation purposes hereunder

Article V.
Procedures

Customer and Pipeline shall perform the aggregation of quantities hereunder in accordance with the procedures set forth in Section 7 of Pipeline's Rate Schedule MPS, as that Rate Schedule may be amended from time to time.

Article VI.
Miscellaneous

A. No change, modification or alteration of this Agreement shall be or become effective until executed in writing by the parties hereto.

B. Any notice, request or demand provided for in this Agreement, or any notice which either party may desire to give the other, shall be in writing and delivered in person, by postal mail or by email (followed by postal mail) sent to the following addresses:

Pipeline: DETI: Dominion Energy Transmission, Inc.
707 East Main Street
Richmond, Virginia 23219

Attention: Its: _____
(Title)

Email: _____

Customer: _____

Attention: _____
Title

Email: _____

or at such other address as either party shall designate by formal written notice to the other.

C. No presumption shall operate in favor of or against either party hereto as a result of any responsibility either party may have had for drafting this Agreement.

D. Each party to this Agreement shall bear responsibility for all of its own breaches, tortious acts, or tortious omissions connected in any way with the Agreement causing damages or injuries of any kind to the other party or to any third party, unless otherwise expressly agreed in writing between the parties. The offending party as a result of such offense shall hold harmless and indemnify the non-offending party against any claim, liability, loss or damage whatsoever suffered by the non-offending party or by any third party, including without limitation actual damages, litigation expenses, court costs, and attorneys' fees; and the phrase "tortious acts or tortious omissions" shall include without limitation sole or concurrent simple negligence, gross negligence, recklessness, and intentional acts or omissions. This Agreement does not contemplate any third party beneficiaries.

E. This Agreement may be executed in one or more counterparts, all of which shall constitute one and the same instrument and each of which shall be deemed to be an original. Execution and delivery of this Agreement may be obtained from the relevant party or parties by delivery in person, by postal mail or by pdf electronic copy (followed by postal mail delivery); provided, however, that any failure by a party to so deliver the original signed signature page shall not affect the validity or enforceability of this Agreement by or against that party.

ARTICLE VII.
Prior Contracts

This Agreement shall supersede and cancel, as of the effective date, the Agreement between Customer and DETI dated _____.

IN WITNESS WHEREOF, the parties hereto intending to be legally bound, have caused this Agreement to be signed by their duly authorized officials as of the day and year first written above.

Dominion Energy Transmission, Inc.
(DETI)

(CUSTOMER)

By: _____

By: _____

Its: _____
(Title)

Its: _____
(Title)

FORM OF SERVICE AGREEMENT
APPLICABLE TO THE CAPACITY RELEASE PROGRAM

AGREEMENT made as of this _____, by and between Dominion Energy Transmission, Inc., a Delaware corporation, hereinafter called "Pipeline," and _____, a _____, hereinafter called "Customer."

WHEREAS, Pipeline's Tariff provides that Pipeline's Customers may release capacity contracted for under a firm transportation service agreement; and

WHEREAS, Customer desires to obtain released capacity as a Replacement Customer under Pipeline's Capacity Release Program, at the terms set forth in the Bid Agreement(s) submitted electronically by Customer via Pipeline's EBB in accordance with Pipeline's FERC Gas Tariff;

WITNESSETH: That, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE I
Quantities, Receipt and Delivery Points and Other Terms

A. Subject to the execution of a Bid Agreement(s) which shall be electronically submitted via Pipeline's EBB and upon award shall be incorporated as part of this agreement, during the term of this Agreement, Pipeline will transport for Customer, and Customer may furnish, or cause to be furnished, to Pipeline natural gas for such transportation, and Customer will accept, or cause to be accepted, delivery from Pipeline of the quantities Customer has tendered for transportation, all as set forth in the effective electronic Bid Agreement(s).

B. The maximum quantities of gas which Pipeline shall deliver and which Customer may tender shall be as set forth on the effective electronic Bid Agreement(s), subject to any limitations imposed under Section 7 of the General Terms and Conditions of Pipeline's Tariff; provided, however, that at no time may Customer tender quantities in excess of the quantities specified in the Bid Agreement(s) unless otherwise authorized (e.g., to make up imbalances).

C. The quantity released, Receipt and Delivery Points, character of service, Rate Schedule and duration of the release shall be specified in the Bid Agreement(s).

ARTICLE II
Rate

A. Customer shall pay Pipeline the Reservation Charges specified in each Bid Agreement. Unless Pipeline has specifically agreed in writing to provide a discounted usage charge for transportation services rendered pursuant to this Agreement, Customer shall pay Pipeline the maximum usage rates and charges provided under the Rate Schedule applicable to the Service Agreement under which Customer has received released capacity, which rates are set forth in Pipeline's effective FERC Gas Tariff, including applicable surcharges and the Fuel Retention Percentage.

B. Pipeline shall have the right to propose, file and make effective with the FERC or any other body having jurisdiction, revisions to any applicable rate schedule, or to propose, file, and make effective superseding rate schedules for the purpose of changing the rate, charges, and other provisions thereof effective as to Customer; provided, however, that (i) the section regarding the "Applicability and Character of Service" of the firm service rate schedules under which Customer has obtained capacity through this Agreement, and (ii) term shall not be subject to unilateral change under this Article. Said rate schedule or superseding rate schedule and any revisions thereof which shall be filed and made effective shall apply to and become a part of this Agreement. The filing of such changes and revisions to any applicable rate schedule shall be without prejudice to the right of Customer to contest or oppose such filing and its effectiveness.

ARTICLE III
Term of Agreement

Subject to all the terms and conditions herein, this Agreement shall be effective as of _____, and shall continue in effect for a primary term through _____, and from year to year thereafter, until either party terminates this Agreement by giving written notice to the other at least twelve months prior to the start of the next contract year.

For Agreements with terms of less than one year or for Agreements not subject to a right of first refusal as defined in Section 24 of the GT&C, Article III will read:

Subject to all the terms and conditions herein, this Agreement shall be effective as of _____, and shall continue in effect for a primary term through _____, and from month to month thereafter, until either party terminates this Agreement by giving written notice to the other at least _____ (choose one, two, three, or twelve) month(s) prior to the expiration of the Agreement].

ARTICLE IV
Regulatory Approval

Performance under this Agreement by Pipeline and Customer shall be contingent upon Pipeline and Customer receiving all necessary regulatory or other governmental approvals upon terms satisfactory to each. Should Pipeline and Customer be denied such approvals to provide or continue the service contemplated or to construct and operate any necessary facilities therefor upon the terms and conditions requested in the application, then Pipeline's and Customer's obligations hereunder shall terminate.

ARTICLE V
Incorporation By Reference of Tariff Provisions

To the extent not inconsistent with the terms and conditions of this Agreement, the following provisions of Pipeline's effective FERC Gas Tariff, and any revisions thereof that may be made effective hereafter are hereby made applicable to and a part hereof by reference:

1. All of the provisions of the Rate Schedule applicable to the Service Agreement under which Customer has received released capacity, or any effective superseding rate schedule or otherwise applicable rate schedule; and
2. All of the provisions of the General Terms and Conditions, as they may be revised or superseded from time to time.

ARTICLE VI
Miscellaneous

A. No change, modification or alteration of this Agreement shall be or become effective until executed in writing by the parties hereto; except otherwise as provided, however, that the parties do not intend that this Article VI.A. requires a further written agreement either prior to the making of any request or filing permitted under Article II.B hereof or prior to the effectiveness of such request or filing after Commission approval, provided further, however, that nothing in this Agreement shall be deemed to prejudice any position the parties may take as to whether the request, filing or revision permitted under Article II.B must be made under Section 7 or Section 4 of the Natural Gas Act.

B. Any notice, request or demand provided for in this Agreement, or any notice which either party may desire to give the other, shall be in writing and delivered in person, by postal mail or by email (followed by postal mail) sent to the following addresses:

Pipeline: Dominion Energy Transmission, Inc.
707 East Main Street
Richmond, Virginia 23219

Attention: _____
Officer / Title

Email: _____

Customer: _____

Attention: _____
Title

Email: _____

or at such other address as either party shall designate by formal written notice.

C. No presumption shall operate in favor of or against either party hereto as a result of any responsibility either party may have had for drafting this Agreement.

D. The subject headings of the provisions of this Agreement are inserted for the purpose of convenient reference, and are not intended to become a part of or to be considered in any interpretation of such provisions.

E. This Agreement may be executed in one or more counterparts, all of which shall constitute one and the same instrument and each of which shall be deemed to be an original. Execution and delivery of this Agreement may be obtained from the relevant party or parties by delivery in person, by postal mail or by pdf electronic copy (followed by postal mail delivery); provided, however, that any failure by a party to so deliver the original signed signature page shall not affect the validity or enforceability of this Agreement by or against that party.

IN WITNESS WHEREOF, the parties hereto intending to be legally bound, have caused this Agreement to be signed by their duly authorized officials as of the day and year first written above.

Dominion Energy Transmission, Inc.
(Pipeline)

By: _____

Its: _____
(Title)

(Customer)

By: _____

Its: _____
(Title)

FORM OF AGREEMENT
Access to the Dekaflow System

AGREEMENT made as of this _____ day of _____, _____, by and between Dominion Energy Transmission, Inc., a Delaware corporation, hereinafter called "Pipeline," and _____, a _____, hereinafter called "Subscriber."

WITNESSETH: That, for and in consideration of the mutual covenants and provisions herein contained and subject to the terms and conditions set forth below, Pipeline and Subscriber agree as follows:

ARTICLE I
Scope of Agreement

Pipeline shall make available to Subscriber Pipeline's computerized electronic communication service (the Dekaflow™ 1/ System or any subsequent system) for use by Subscriber, subject to the terms and conditions set forth below and identified in the Subscriber Profile 2/. Subscriber may use the Dekaflow System, as available: (1) to request new services under applicable Rate Schedules; (2) to request and execute amendments of existing Service Agreements; (3) to nominate quantities for receipt and delivery by Pipeline pursuant to an existing Service Agreement under any Pipeline Rate Schedule; and (4) to participate in Pipeline's capacity release program. Subscriber may also use the Dekaflow System to request and receive such other information as Pipeline may make available to Subscriber from time to time through the Dekaflow System.

ARTICLE II
Terms and Conditions

A. Use of the Dekaflow System by Subscriber shall be limited only to those persons who have been duly authorized by Subscriber to use the Dekaflow System ("Authorized Personnel"), as indicated in an executed Dekaflow System New User Request Form 3/ submitted from time to time. Pipeline will provide each Authorized Personnel with an individual user identification code ("User ID") and password.

Authorized Personnel may access information through the Dekaflow System regarding: (1) Subscriber's requests for new services under applicable Rate Schedules; (2) Subscriber's existing Service Agreements; (3) nominations pursuant to Subscriber's existing Service Agreement(s) under any Pipeline Rate Schedule; and (4) Pipeline's capacity release program. Authorized Personnel's access to such information shall be defined by Subscriber in the executed Dekaflow System New User Request Form. The number and type of User IDs and passwords to be issued shall be subject to the sole discretion of Pipeline.

B. Subscriber shall also designate one or more Authorized Personnel (collectively, "Designated Personnel") who are additionally authorized to transmit information to Pipeline through the Dekaflow System, and/or to propose and execute contracts using the Dekaflow System, and thereby legally bind Subscriber to any service agreement or amended service agreement entered into with Pipeline, as if the same were executed by written instrument. Designated Personnel shall be further able to (1) request new services under applicable Rate Schedules; (2) request and execute amendments of existing Service Agreements on behalf of Subscriber; (3) tender nominations for receipts and deliveries pursuant to Subscriber's existing Service Agreement(s) under any Pipeline Rate Schedule; and (4) participate in Pipeline's capacity release program. Designated Personnel's authorization to perform these functions shall be defined by Subscriber in the executed Dekaflow System New User Request Form. For all purposes of this Dekaflow System Agreement, Pipeline shall be entitled to rely upon Subscriber's representation that any and all Designated Personnel authorized to perform the Dekaflow System contracting function have been duly authorized by Subscriber to enter into one or more service agreements or amended service agreements on behalf of Subscriber.

C. Subscriber shall not disclose to persons other than Authorized Personnel, and shall otherwise keep completely confidential, all User Ids and passwords issued to Subscriber by Pipeline.

D. Subscriber shall immediately inform Pipeline in writing whenever Subscriber desires to terminate access to the Dekaflow System previously granted to any Authorized Personnel, or desires to terminate the status of any Designated Personnel. Subscriber shall not permit unauthorized or otherwise improper use of User IDs and passwords issued to Subscriber by Pipeline, including but not limited to the use of such User IDs and passwords by Authorized Personnel who at some point are no longer within Subscriber's employment or control. Pipeline shall have the right, for due cause or upon request of Subscriber, to invalidate any User ID or password issued to Subscriber. If possible, Pipeline will give prior notice and an opportunity for Subscriber to respond before invalidating a User ID or password.

E. Use of the Dekaflow System is expressly subject to the General Terms and Conditions and all provisions of any Rate Schedule and/or Service Agreement which may be applicable to any transaction performed by Subscriber and Pipeline by means of the Dekaflow System, which are set forth in Pipeline's FERC Gas Tariff as amended from time to time, and are hereby incorporated by reference. In the event of a conflict between the provisions of this agreement and any other applicable provisions of Pipeline's then-effective FERC Gas Tariff, such tariff provisions shall govern Subscriber's use of the Dekaflow System.

ARTICLE III
Term of Agreement

This Agreement shall be and continue in full force and effect from the date of execution hereof, until terminated only for due cause as determined solely by Pipeline or at Subscriber's request.

ARTICLE IV
Miscellaneous

A. Any notice, request or demand provided for in this Agreement, or any notice which either party may desire to give the other, shall be in writing and delivered in person, by postal mail or by email (followed by postal mail) sent to the following addresses:

DOMINION ENERGY TRANSMISSION, INC.
707 East Main Street
Richmond, VA 23219

Attention: _____
Officer / Title

Email: _____

Subscriber: _____

Attention: _____
Title

Email: _____

or at such other address as either party shall designate by formal written notice.

B. Subscriber agrees that Pipeline shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in (a) the rates and charges applicable to service pursuant to this Dekaflow

System Agreement or (b) any provisions of the General Terms and Conditions applicable to this Agreement. Pipeline agrees that Subscriber may protest or contest the aforementioned filings, and Subscriber does not waive any rights it may have with respect to such filings.

C. Except as provided in Article IV.B, above, no change, modification or alteration of this Agreement shall be or become effective until executed in writing by the parties hereto.

ARTICLE V
Interpretation

A. The interpretation and performance of this Dekaflow System Agreement shall be in accordance with the laws of the State of West Virginia, without recourse to the law regarding the conflict of laws.

B. This Dekaflow System Agreement and the obligations of the parties hereto are subject to all present and future valid laws with respect to the subject matter, either State or Federal, and to all valid present and future orders, rules, and regulations of duly constituted authorities having jurisdiction.

C. No presumption shall operate in favor of or against either party hereto as a result of any responsibility either party may have had for drafting this Agreement.

D. The subject headings of the provisions of this Agreement are inserted for the purpose of convenient reference and are not intended to become a part of or to be considered in any interpretation of such provisions.

E. This Agreement may be executed in one or more counterparts, all of which shall constitute one and the same instrument and each of which shall be deemed to be an original. Execution and delivery of this Agreement may be obtained from the relevant party or parties by delivery in person, by postal mail or by pdf electronic copy (followed by postal mail delivery); provided, however, that any failure by a party to so deliver the original signed signature page shall not affect the validity or enforceability of this Agreement by or against that party.

IN WITNESS WHEREOF, the parties hereto intending to be legally bound, have caused this Agreement to be signed by their respective Presidents, Vice Presidents, or other duly authorized officials or agents, as of the day and year first written above.

SUBSCRIBER:

By:
(Title)

PIPELINE:

Dominion Energy Transmission, Inc.

By:

1/ Dekaflow™ is a trademark of Dominion Energy Transmission, Inc.

2/ Subscriber should complete and return a Subscriber Profile to Pipeline. The Subscriber Profile is found on the Pipeline's EBB.

3/ Subscriber should complete and return a System New User Request Form to Pipeline. The System New User Request Form is found on the Pipeline's EBB.

Index

Tariff V# 0.0.0	Effective 6/1/2017
Tariff Record 1 V# 0.0.0	Effective 6/1/2017
Tariff Record 1.1 V# 0.0.0	Effective 6/1/2017
Tariff Record 1.2 V# 0.0.0	Effective 6/1/2017
Tariff Record 1.3 V# 0.0.0	Effective 6/1/2017
Tariff Record 1.4 V# 0.0.0	Effective 6/1/2017
Tariff Record 2 V# 0.0.0	Effective 6/1/2017
Tariff Record 3 V# 0.0.0	Effective 6/1/2017
Tariff Record 10 V# 0.0.0	Effective 6/1/2017
Tariff Record 10.1 V# 4.0.0	Effective 11/1/2018
Tariff Record 10.2 V# 4.0.0	Effective 11/1/2018
Tariff Record 10.5 V# 4.0.0	Effective 11/1/2018
Tariff Record 10.6 V# 4.0.0	Effective 11/1/2018
Tariff Record 10.30 V# 4.0.0	Effective 11/1/2018
Tariff Record 10.31 V# 4.0.0	Effective 11/1/2018
Tariff Record 10.50 V# 2.0.0	Effective 11/21/2017
Tariff Record 10.51 V# 2.0.0	Effective 11/21/2017
Tariff Record 10.60 V# 0.0.0	Effective 6/1/2017
Tariff Record 10.70 V# 2.0.0	Effective 11/1/2018
Tariff Record 10.71 V# 2.0.0	Effective 11/1/2018
Tariff Record 10.80 V# 4.0.0	Effective 11/1/2018
Tariff Record 10.81 V# 4.0.0	Effective 11/1/2018
Tariff Record 10.90 V# 4.0.0	Effective 11/1/2018
Tariff Record 10.91 V# 4.0.0	Effective 11/1/2018
Tariff Record 10.92 V# 0.0.0	Effective 6/1/2017
Tariff Record 20 V# 0.0.0	Effective 6/1/2017
Tariff Record 20.1 V# 0.0.0	Effective 6/1/2017
Tariff Record 20.2 V# 0.0.0	Effective 6/1/2017
Tariff Record 20.3 V# 0.0.0	Effective 6/1/2017
Tariff Record 20.4 V# 0.0.0	Effective 6/1/2017
Tariff Record 20.20 V# 0.0.0	Effective 6/1/2017

**Dominion Energy Transmission, Inc.
Fifth Revised Volume No. 1
Tariff**

Tariff Record 20.21	V# 0.0.0	Effective 6/1/2017
Tariff Record 20.22	V# 0.0.0	Effective 6/1/2017
Tariff Record 20.23	V# 0.0.0	Effective 6/1/2017
Tariff Record 20.40	V# 0.0.0	Effective 6/1/2017
Tariff Record 20.41	V# 0.0.0	Effective 6/1/2017
Tariff Record 20.42	V# 0.0.0	Effective 6/1/2017
Tariff Record 20.43	V# 0.0.0	Effective 6/1/2017
Tariff Record 20.44	V# 0.0.0	Effective 6/1/2017
Tariff Record 40	V# 0.0.0	Effective 6/1/2017
Tariff Record 40.1	V# 0.0.0	Effective 6/1/2017
Tariff Record 40.2	V# 0.0.0	Effective 6/1/2017
Tariff Record 40.3	V# 0.0.0	Effective 6/1/2017
Tariff Record 40.4	V# 0.0.0	Effective 6/1/2017
Tariff Record 40.5	V# 0.0.0	Effective 6/1/2017
Tariff Record 40.6	V# 0.0.0	Effective 6/1/2017
Tariff Record 40.7	V# 0.0.0	Effective 6/1/2017
Tariff Record 40.8	V# 0.0.0	Effective 6/1/2017
Tariff Record 40.9	V# 0.0.0	Effective 6/1/2017
Tariff Record 40.10	V# 0.0.0	Effective 6/1/2017
Tariff Record 40.11	V# 0.0.0	Effective 6/1/2017
Tariff Record 40.12	V# 0.0.0	Effective 6/1/2017
Tariff Record 40.13	V# 0.0.0	Effective 6/1/2017
Tariff Record 40.14	V# 0.0.0	Effective 6/1/2017
Tariff Record 40.14.1	V# 0.0.0	Effective 6/1/2017
Tariff Record 40.14.2	V# 0.0.0	Effective 6/1/2017
Tariff Record 40.14.3	V# 0.0.0	Effective 6/1/2017
Tariff Record 40.14.4	V# 0.0.0	Effective 6/1/2017
Tariff Record 40.14.5	V# 0.0.0	Effective 6/1/2017
Tariff Record 40.14.6	V# 0.0.0	Effective 6/1/2017
Tariff Record 40.15	V# 0.0.0	Effective 6/1/2017
Tariff Record 40.15.1	V# 0.0.0	Effective 6/1/2017
Tariff Record 40.15.2	V# 0.0.0	Effective 6/1/2017
Tariff Record 40.15.3	V# 0.0.0	Effective 6/1/2017
Tariff Record 40.15.4	V# 0.0.0	Effective 6/1/2017
Tariff Record 40.15.5	V# 0.0.0	Effective 6/1/2017
Tariff Record 40.15.6	V# 0.0.0	Effective 6/1/2017

**Dominion Energy Transmission, Inc.
Fifth Revised Volume No. 1
Tariff**

Tariff Record 40.16	V# 0.0.0	Effective 6/1/2017
Tariff Record 40.17	V# 0.0.0	Effective 6/1/2017
Tariff Record 40.18	V# 0.0.0	Effective 6/1/2017
Tariff Record 40.19	V# 0.0.0	Effective 6/1/2017
Tariff Record 40.20	V# 0.0.0	Effective 6/1/2017
Tariff Record 40.21	V# 0.0.0	Effective 6/1/2017
Tariff Record 40.22	V# 0.0.0	Effective 6/1/2017
Tariff Record 40.23	V# 0.0.0	Effective 6/1/2017
Tariff Record 40.24	V# 1.0.0	Effective 10/1/2017
Tariff Record 40.25	V# 0.0.0	Effective 6/1/2017
Tariff Record 40.26	V# 0.0.0	Effective 6/1/2017
Tariff Record 40.27	V# 0.0.0	Effective 6/1/2017
Tariff Record 40.28	V# 0.0.0	Effective 6/1/2017
Tariff Record 40.29	V# 0.0.0	Effective 6/1/2017
Tariff Record 40.30	V# 0.0.0	Effective 6/1/2017
Tariff Record 40.30.1	V# 0.0.0	Effective 6/1/2017
Tariff Record 40.30.2	V# 0.0.0	Effective 6/1/2017
Tariff Record 40.30.3	V# 0.0.0	Effective 6/1/2017
Tariff Record 40.30.4	V# 0.0.0	Effective 6/1/2017
Tariff Record 40.30.5	V# 0.0.0	Effective 6/1/2017
Tariff Record 40.30.6	V# 0.0.0	Effective 6/1/2017
Tariff Record 40.31	V# 0.0.0	Effective 6/1/2017
Tariff Record 40.32	V# 0.0.0	Effective 6/1/2017
Tariff Record 40.33	V# 0.0.0	Effective 6/1/2017
Tariff Record 40.34	V# 0.0.0	Effective 6/1/2017
Tariff Record 40.35	V# 0.0.0	Effective 6/1/2017
Tariff Record 40.36	V# 0.0.0	Effective 6/1/2017
Tariff Record 40.37	V# 0.0.0	Effective 6/1/2017
Tariff Record 40.38	V# 0.0.0	Effective 6/1/2017
Tariff Record 40.39	V# 0.0.0	Effective 6/1/2017
Tariff Record 40.40	V# 0.0.0	Effective 6/1/2017
Tariff Record 40.41	V# 0.0.0	Effective 6/1/2017
Tariff Record 40.42	V# 0.0.0	Effective 6/1/2017
Tariff Record 40.43	V# 0.0.0	Effective 6/1/2017
Tariff Record 40.44	V# 0.0.0	Effective 6/1/2017
Tariff Record 40.45	V# 2.0.0	Effective 11/1/2018

**Dominion Energy Transmission, Inc.
Fifth Revised Volume No. 1
Tariff**

Tariff Record 40.46	V# 0.0.0	Effective 6/1/2017
Tariff Record 40.46.1	V# 0.0.0	Effective 6/1/2017
Tariff Record 40.46.2	V# 0.0.0	Effective 6/1/2017
Tariff Record 40.46.3	V# 1.0.0	Effective 1/1/2019
Tariff Record 40.46.4	V# 0.0.0	Effective 6/1/2017
Tariff Record 40.46.5	V# 0.0.0	Effective 6/1/2017
Tariff Record 40.46.6	V# 0.0.0	Effective 6/1/2017
Tariff Record 40.46.7	V# 1.0.0	Effective 8/30/2018
Tariff Record 40.46.8	V# 0.0.0	Effective 6/1/2017
Tariff Record 40.46.9	V# 0.0.0	Effective 6/1/2017
Tariff Record 40.46.10	V# 1.0.0	Effective 8/1/2017
Tariff Record 40.46.11	V# 1.0.0	Effective 5/1/2018
Tariff Record 40.46.12	V# 1.0.0	Effective 5/1/2018
Tariff Record 40.46.13	V# 1.0.0	Effective 10/1/2017
Tariff Record 40.46.14	V# 1.0.0	Effective 10/1/2017
Tariff Record 40.46.15	V# 1.0.0	Effective 10/1/2017
Tariff Record 40.46.16	V# 2.0.0	Effective 7/1/2018
Tariff Record 40.46.17	V# 2.0.0	Effective 7/1/2018
Tariff Record 40.46.18	V# 0.0.0	Effective 6/1/2017
Tariff Record 40.46.19	V# 1.0.0	Effective 5/1/2018
Tariff Record 40.46.20	V# 0.0.0	Effective 6/1/2017
Tariff Record 40.46.21	V# 0.0.0	Effective 6/1/2017
Tariff Record 40.46.22	V# 1.0.0	Effective 9/1/2017
Tariff Record 40.46.23	V# 2.0.0	Effective 11/1/2018
Tariff Record 40.46.24	V# 0.0.0	Effective 6/1/2017
Tariff Record 40.46.25	V# 0.0.0	Effective 6/1/2017
Tariff Record 40.46.26	V# 0.0.0	Effective 6/1/2017
Tariff Record 40.46.27	V# 0.0.0	Effective 6/1/2017
Tariff Record 40.46.28	V# 0.0.0	Effective 6/1/2017
Tariff Record 40.46.29	V# 0.0.0	Effective 6/1/2017
Tariff Record 40.46.30	V# 0.0.0	Effective 6/1/2017
Tariff Record 40.46.31	V# 0.0.0	Effective 6/1/2017
Tariff Record 40.46.32	V# 0.0.0	Effective 6/1/2017
Tariff Record 40.46.33	V# 0.0.0	Effective 6/1/2017
Tariff Record 40.46.34	V# 0.0.0	Effective 6/1/2017
Tariff Record 40.46.35	V# 0.0.0	Effective 6/1/2017

**Dominion Energy Transmission, Inc.
Fifth Revised Volume No. 1
Tariff**

Tariff Record 40.46.36	V# 0.0.0	Effective 6/1/2017
Tariff Record 40.46.37	V# 0.0.0	Effective 6/1/2017
Tariff Record 40.46.38	V# 0.0.0	Effective 6/1/2017
Tariff Record 40.46.39	V# 0.0.0	Effective 6/1/2017
Tariff Record 40.46.40	V# 0.0.0	Effective 6/1/2017
Tariff Record 40.46.41	V# 0.0.0	Effective 6/1/2017
Tariff Record 40.46.42	V# 0.0.0	Effective 6/1/2017
Tariff Record 40.47	V# 0.0.0	Effective 6/1/2017
Tariff Record 40.48	V# 0.0.0	Effective 6/1/2017
Tariff Record 40.49	V# 0.0.0	Effective 6/1/2017
Tariff Record 40.50	V# 0.0.0	Effective 6/1/2017
Tariff Record 40.51	V# 0.0.0	Effective 6/1/2017
Tariff Record 40.52	V# 0.0.0	Effective 6/1/2017
Tariff Record 50	V# 0.0.0	Effective 6/1/2017
Tariff Record 50.1	V# 0.0.0	Effective 6/1/2017
Tariff Record 50.1.1	V# 0.0.0	Effective 6/1/2017
Tariff Record 50.5	V# 0.0.0	Effective 6/1/2017
Tariff Record 50.5.1	V# 0.0.0	Effective 6/1/2017
Tariff Record 50.10	V# 0.0.0	Effective 6/1/2017
Tariff Record 50.10.1	V# 0.0.0	Effective 6/1/2017
Tariff Record 50.10.2	V# 0.0.0	Effective 6/1/2017
Tariff Record 50.30	V# 0.0.0	Effective 6/1/2017
Tariff Record 50.30.1	V# 0.0.0	Effective 6/1/2017
Tariff Record 50.35	V# 0.0.0	Effective 6/1/2017
Tariff Record 50.35.1	V# 0.0.0	Effective 6/1/2017
Tariff Record 50.40	V# 0.0.0	Effective 6/1/2017
Tariff Record 50.40.1	V# 0.0.0	Effective 6/1/2017
Tariff Record 50.70	V# 0.0.0	Effective 6/1/2017
Tariff Record 50.72	V# 0.0.0	Effective 6/1/2017
Tariff Record 50.72.1	V# 0.0.0	Effective 6/1/2017
Tariff Record 50.74	V# 0.0.0	Effective 6/1/2017
Tariff Record 50.76	V# 0.0.0	Effective 6/1/2017
Tariff Record 50.78	V# 0.0.0	Effective 6/1/2017
Tariff Record 50.80	V# 0.0.0	Effective 6/1/2017