

Dominion Energy Utah
333 South State Street, Salt Lake City, UT 84145
Mailing Address:
P.O. Box 45360, Salt Lake City, UT 84145
DominionEnergy.com



July 2, 2018

Utah Public Service Commission
Heber M. Wells Building, 4th Floor
P.O. Box 146751
Salt Lake City, UT 84114-6751

Via E-mail

Dear Commissioners:

Pursuant to the Order Memorializing Bench Ruling Approving Settlement Stipulation in Docket No. 16-057-01 and paragraph 45 of the Settlement Stipulation attached thereto, Dominion Energy respectfully submits the attached Affiliate Transaction Report for the 12 months ending December 31, 2017.

Paragraph 45 of the above-referenced Settlement Stipulation provides that "Dominion Questar Gas will work with the Division and the OCS on a collaborative basis to develop affiliate transactions reporting requirements and will file such information with the Commission beginning on July 1, 2018 for the 12 months ending December 31, 2017 and thereafter annually." The attached Affiliate Transaction Report is the first report. Dominion Energy Utah will submit future reports annually hereafter.

If you have any questions or concerns, please contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kelly B Mendenhall".

Kelly B Mendenhall
Director, Pricing and Regulation

Dominion Energy

Affiliate Transactions Report

For the year ended December 31, 2017

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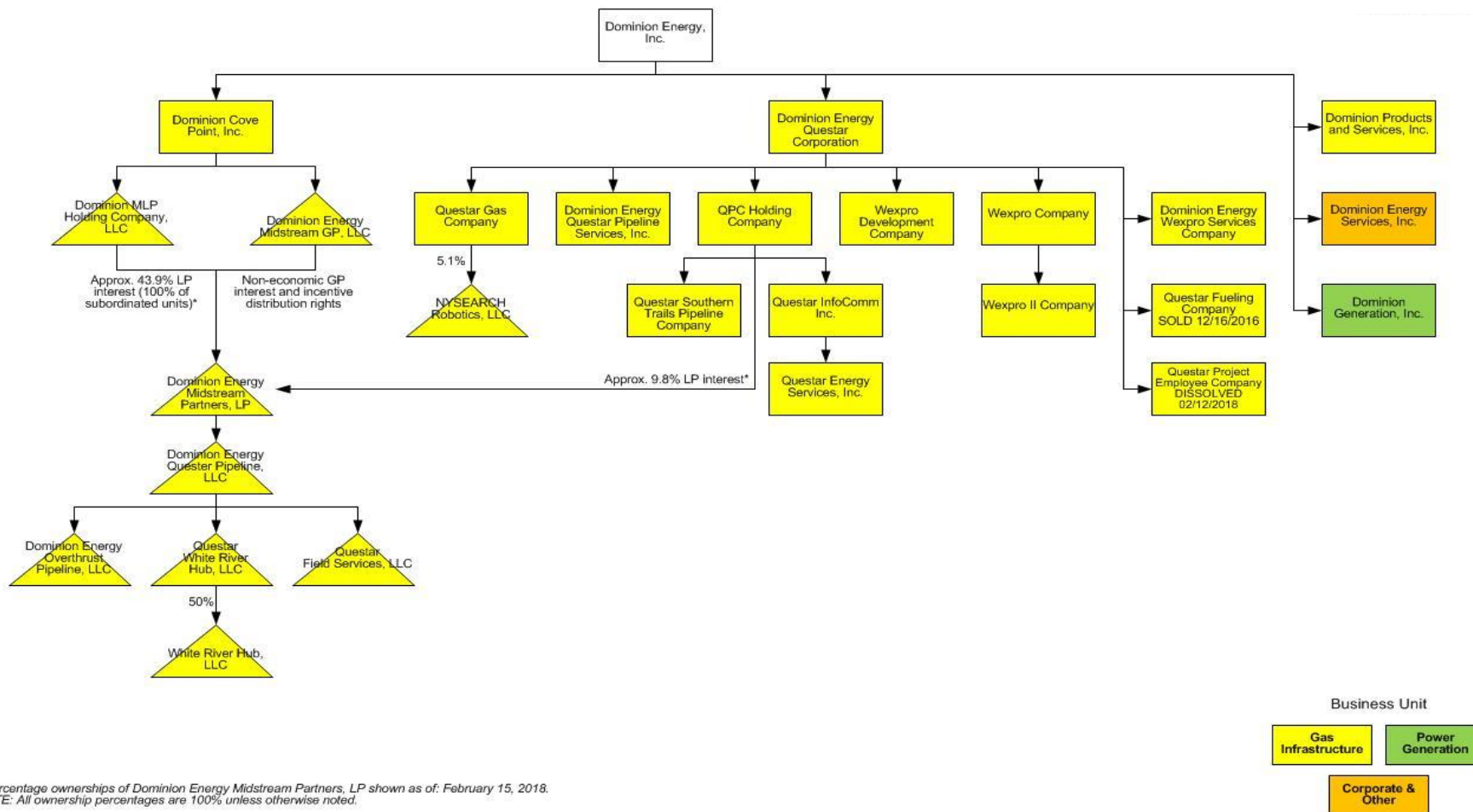
1.1 General Description as of December 31, 2017

Dominion Energy provides retail natural gas-distribution service to more than 1 million customers in Utah, southwestern Wyoming and a small portion of southeastern Idaho through Dominion Energy Utah, Dominion Energy Wyoming and Dominion Energy Idaho (the doing business as names of Questar Gas Company). Questar Gas Company is regulated by the Public Service Commission of Utah and the Wyoming Public Service Commission. It was incorporated in Utah on July 20, 1934 and is headquartered at 333 South State Street, Salt Lake City, Utah 84145.

Questar Gas Company has been a wholly-owned subsidiary of Dominion Energy Questar Corporation (f/k/a Dominion Questar Corporation; f/k/a Questar Corporation) since March 31, 2005. In turn, Dominion Energy Questar Corporation has been a wholly-owned subsidiary of Dominion Energy, Inc. since September 16, 2016.

The following pages provide an organization chart, descriptions and transactions of Dominion Energy Utah and affiliated companies subsidiaries during the year ended December 31, 2017.

1.2 Corporate Organization Chart as of December 31, 2017



* Percentage ownerships of Dominion Energy Midstream Partners, LP shown as of February 15, 2018.
 NOTE: All ownership percentages are 100% unless otherwise noted.

1.3 Company Board of Directors as of December 31, 2017

Director (FY 2017)	Title	Effective Date	End Date	Address
Thomas F. Farrell, II	Chairman of the Board	09/16/2016	None	100 Tredegar Street, Richmond, Virginia 23219
Mark F. McGettrick	Director	09/16/2016	None	100 Tredegar Street, Richmond, Virginia 23219
Mark O. Webb	Director	09/16/2016	None	100 Tredegar Street, Richmond, Virginia 23219
Steven P. Zimmer	Special Bankruptcy Director	10/17/2016	None	1209 Orange Street, Wilmington, Delaware 19801

1.4 Company Officers as of December 31, 2017

Officer (FY 2017)	Title	Effective Date	End Date	Address
Thomas F. Farrell, II	Chief Executive Officer	09/16/2016	None	100 Tredegar Street, Richmond, Virginia 23219
Diane Leopold	President	08/01/2017	None	120 Tredegar Street, Richmond, Virginia 23219
Craig C. Wagstaff	President - Gas Distribution	08/01/2017	None	333 South State Street, Salt Lake City, Utah 84111
	President - Western Gas Operations	05/10/2017	07/31/2017	
	President	09/16/2016	05/09/2017	
Mark F. McGettrick	Executive Vice President and Chief Financial Officer	09/16/2016	None	100 Tredegar Street, Richmond, Virginia 23219
Carter M. Reid	Executive Vice President, Chief Administrative & Compliance Officer and Corporate Secretary	05/10/2017	None	100 Tredegar Street, Richmond, Virginia 23219
	Senior Vice President, Chief Administrative & Compliance Officer and Corporate Secretary	09/16/2016	05/09/2017	
James R. Chapman	Senior Vice President - Mergers & Acquisitions and Treasurer	09/16/2016	None	100 Tredegar Street, Richmond, Virginia 23219
Pamela F. Faggert	Chief Environmental Officer and Senior Vice President - Sustainability	09/16/2016	None	100 Tredegar Street, Richmond, Virginia 23219
Mark O. Webb	Senior Vice President - Corporate Affairs and Chief Legal Officer	01/01/2017	None	100 Tredegar Street, Richmond, Virginia 23219
Thomas P. Wohlfarth	Senior Vice President - Regulatory Affairs	05/10/2017	None	100 Tredegar Street, Richmond, Virginia 23219
Fred G. Wood, III	Senior Vice President - Financial Management	09/16/2016	None	120 Tredegar Street, Richmond, Virginia 23219
Carlos M. Brown	Vice President and General Counsel	01/01/2017	None	100 Tredegar Street, Richmond, Virginia 23219
Michele L. Cardiff	Vice President, Controller and Chief Accounting Officer	09/16/2016	None	701 East Cary Street, Richmond, Virginia 23219
Simon C. Hodges	Vice President - Corporate Strategy & Financial Analysis and Chief Risk Officer	01/01/2017	None	100 Tredegar Street, Richmond, Virginia 23219
David C. Holden	Vice President - Enterprise Risk Management	05/10/2017	None	140 Tredegar Street, Richmond, Virginia 23219
Colleen Larkin Bell	Vice President and General Manager - Western Distribution	05/10/2017	None	333 South State Street, Salt Lake City, Utah 84111
	Vice President and General Manager	09/16/2016	05/09/2017	
Morenike K. Miles	Vice President - Shared Services	01/01/2017	12/31/2017	100 Tredegar Street, Richmond, Virginia 23219
Vaughn Shosted	Vice President - Western Distribution Operations	05/10/2017	04/01/2018	333 South State Street, Salt Lake City, Utah 84111
	Vice President - Operations	09/16/2016	05/09/2017	
Alma W. Showalter	Vice President - Tax	09/16/2016	None	701 East Cary Street, Richmond, Virginia 23219
David M. Curtis	Controller	09/16/2016	10/31/2017	333 South State Street, Salt Lake City, Utah 84111
George Fearnow	Controller	11/01/2017	04/30/2018	701 East Cary Street, Richmond, Virginia 23219
Richard M. Davis, Jr.	Assistant Treasurer	09/16/2016	None	100 Tredegar Street, Richmond, Virginia 23219
Karen W. Doggett	Assistant Secretary	09/16/2016	None	100 Tredegar Street, Richmond, Virginia 23219
Darius A. Johnson	Assistant Treasurer	11/01/2016	None	100 Tredegar Street, Richmond, Virginia 23219
Julie A. Wray	Assistant Secretary	09/16/2016	03/09/2018	333 South State Street, Salt Lake City, Utah 84111

1.5 Officers and Directors with Affiliated Positions as of December 31, 2017

Name	Entity	Title	Effective Date	End Date
Carlos M. Brown	96WI 8me LLC	Vice President and General Counsel	3/23/2017	
	Alamo Solar, LLC	Vice President and General Counsel	1/1/2017	
	Azalea Solar, LLC	Vice President and General Counsel	1/1/2017	
	Buckingham Solar I LLC	Vice President and General Counsel	1/1/2017	
	Catalina Solar 2, LLC	Vice President and General Counsel	1/1/2017	
	CID Solar, LLC	Vice President and General Counsel	1/1/2017	
	Clipperton Holdings LLC	Vice President and General Counsel	10/4/2017	
	CNG Coal Company	Vice President and General Counsel	1/1/2017	
	CNG Power Services Corporation	Vice President and General Counsel	1/1/2017	
	Correctional Solar LLC	Vice President and General Counsel	1/1/2017	
	Cottonwood Solar, LLC	Vice President and General Counsel	1/1/2017	
	Cove Point GP Holding Company, LLC	Vice President and General Counsel	1/1/2017	
	Dominion ACP Holding, Inc.	Vice President and General Counsel	1/1/2017	
	Dominion Alternative Energy Holdings, Inc.	Vice President and General Counsel	1/1/2017	
	Dominion Atlantic Coast Pipeline, LLC	Vice President and General Counsel	1/1/2017	
	Dominion Bridgeport Fuel Cell, LLC	Vice President and General Counsel	1/1/2017	
	Dominion Brine, LLC	Vice President and General Counsel	1/1/2017	
	Dominion Capital, Inc.	Vice President and General Counsel	1/1/2017	
	Dominion Cogen WV, Inc.	Vice President and General Counsel	1/1/2017	
	Dominion Cove Point, Inc.	Vice President and General Counsel	1/1/2017	
	Dominion Energy Carolina Gas Services, Inc.	Vice President and General Counsel	1/1/2017	
	Dominion Energy Carolina Gas Transmission, LLC	Vice President and General Counsel	1/1/2017	
	Dominion Energy Fairless, LLC	Vice President and General Counsel	1/1/2017	
	Dominion Energy Field Services, Inc.	Vice President and General Counsel	1/1/2017	
	Dominion Energy Fuel Services, Inc.	Vice President and General Counsel	1/1/2017	
	Dominion Energy Gas Holdings, LLC	Vice President and General Counsel	1/1/2017	
	Dominion Energy Generation Marketing, Inc.	Vice President and General Counsel	1/1/2017	
	Dominion Energy Kewaunee, Inc.	Vice President and General Counsel	1/1/2017	
	Dominion Energy Manchester Street, Inc.	Vice President and General Counsel	1/1/2017	
	Dominion Energy Midstream GP, LLC	Vice President and General Counsel	1/1/2017	
	Dominion Energy Nuclear Connecticut, Inc.	Vice President and General Counsel	1/1/2017	
	Dominion Energy Overthrust Pipeline, LLC	Vice President and General Counsel	1/1/2017	
	Dominion Energy Payroll Company, Inc.	Vice President and General Counsel	1/1/2017	
	Dominion Energy Questar Corporation	Vice President and General Counsel	1/1/2017	
	Dominion Energy Questar Pipeline Services, Inc.	Vice President and General Counsel	1/1/2017	
	Dominion Energy Questar Pipeline, LLC	Vice President and General Counsel	1/1/2017	
	Dominion Energy Services, Inc.	Vice President and General Counsel	1/1/2017	
	Dominion Energy Solar CA, LLC	Vice President and General Counsel	1/1/2017	
	Dominion Energy Solutions, Inc.	Vice President and General Counsel	1/1/2017	
	Dominion Energy Technical Solutions, Inc.	Vice President and General Counsel	1/1/2017	
	Dominion Energy Technologies II, Inc.	Vice President and General Counsel	1/1/2017	
	Dominion Energy Technologies, Inc.	Vice President and General Counsel	1/1/2017	
	Dominion Energy Terminal Company, Inc.	Vice President and General Counsel	1/1/2017	
	Dominion Energy Transmission, Inc.	Vice President and General Counsel	1/1/2017	
	Dominion Energy Wexpro Services Company	Vice President and General Counsel	6/19/2017	
	Dominion Energy, Inc.	Vice President and General Counsel	1/1/2017	
	Dominion Equipment III, Inc.	Vice President and General Counsel	1/1/2017	
	Dominion Equipment, Inc.	Vice President and General Counsel	1/1/2017	
	Dominion Fairless Hills, Inc.	Vice President and General Counsel	1/1/2017	
	Dominion Fowler Ridge Wind, LLC	Vice President and General Counsel	1/1/2017	
Dominion Gas Projects Company, LLC	Vice President and General Counsel	1/1/2017		
Dominion Gathering & Processing, Inc.	Vice President and General Counsel	1/1/2017		
Dominion Generation Corporation	Vice President and General Counsel	1/1/2017	5/10/2017	
Dominion Generation, Inc.	Vice President and General Counsel	1/1/2017		
Dominion Greenbrier, Inc.	Vice President and General Counsel	1/1/2017		
Dominion High Voltage Holdings, Inc.	Vice President and General Counsel	1/1/2017		
Dominion High Voltage MidAtlantic, Inc.	Vice President and General Counsel	1/1/2017		
Dominion Investments, Inc.	Vice President and General Counsel	1/1/2017		
Dominion Iroquois, Inc.	Vice President and General Counsel	1/1/2017		
Dominion Keystone Pipeline Holdings, Inc.	Vice President and General Counsel	1/1/2017		
Dominion Keystone Pipeline, LLC	Vice President and General Counsel	1/1/2017		
Dominion MLP Holding Company II, Inc.	Vice President and General Counsel	1/1/2017		

Name	Entity	Title	Effective Date	End Date
Carlos M. Brown (continued)	Dominion MLP Holding Company III, Inc.	Vice President and General Counsel	1/1/2017	
	Dominion MLP Holding Company, LLC	Vice President and General Counsel	1/1/2017	
	Dominion Modular LNG Holdings, Inc.	Vice President and General Counsel	11/29/2017	
	Dominion Mt. Storm Wind, LLC	Vice President and General Counsel	1/1/2017	
	Dominion Natrium Holdings, Inc.	Vice President and General Counsel	1/1/2017	
	Dominion North Star Generation, Inc.	Vice President and General Counsel	1/1/2017	
	Dominion Nuclear Projects, Inc.	Vice President and General Counsel	1/1/2017	
	Dominion Oklahoma Texas Exploration & Production, Inc.	Vice President and General Counsel	1/1/2017	
	Dominion Person, Inc.	Vice President and General Counsel	1/1/2017	
	Dominion Privatization Florida, LLC	Vice President and General Counsel	1/1/2017	
	Dominion Privatization Georgia, LLC	Vice President and General Counsel	1/1/2017	
	Dominion Privatization Holdings, Inc.	Vice President and General Counsel	1/1/2017	
	Dominion Privatization Kentucky, LLC	Vice President and General Counsel	1/1/2017	
	Dominion Privatization South Carolina, LLC	Vice President and General Counsel	1/1/2017	
	Dominion Privatization Texas, LLC	Vice President and General Counsel	1/1/2017	
	Dominion Products and Services, Inc.	Vice President and General Counsel	1/1/2017	
	Dominion Projects Services, Inc.	Vice President and General Counsel	1/1/2017	
	Dominion Solar Construction and Maintenance, LLC	Vice President and General Counsel	1/1/2017	
	Dominion Solar Gen-Tie, LLC	Vice President and General Counsel	1/1/2017	
	Dominion Solar Holdings I, LLC	Vice President and General Counsel	1/1/2017	
	Dominion Solar Holdings II, LLC	Vice President and General Counsel	1/1/2017	
	Dominion Solar Holdings III, LLC	Vice President and General Counsel	1/1/2017	
	Dominion Solar Holdings IV, LLC	Vice President and General Counsel	1/1/2017	
	Dominion Solar Projects A, Inc.	Vice President and General Counsel	1/1/2017	
	Dominion Solar Projects B, Inc.	Vice President and General Counsel	1/1/2017	
	Dominion Solar Projects C, Inc.	Vice President and General Counsel	1/1/2017	
	Dominion Solar Projects D, Inc.	Vice President and General Counsel	1/1/2017	
	Dominion Solar Projects I, Inc.	Vice President and General Counsel	1/1/2017	
	Dominion Solar Projects II, Inc.	Vice President and General Counsel	1/1/2017	
	Dominion Solar Projects III, Inc.	Vice President and General Counsel	1/1/2017	
	Dominion Solar Projects IV, Inc.	Vice President and General Counsel	1/1/2017	
	Dominion Solar Projects V, Inc.	Vice President and General Counsel	1/1/2017	
	Dominion Solar Services, Inc.	Vice President and General Counsel	1/1/2017	
	Dominion South Holdings I, Inc.	Vice President and General Counsel	1/1/2017	
	Dominion South Holdings II, LLC	Vice President and General Counsel	1/1/2017	
	Dominion State Line, LLC	Vice President and General Counsel	1/1/2017	
	Dominion Voltage, Inc.	Vice President and General Counsel	1/1/2017	
	Dominion Wholesale, Inc.	Vice President and General Counsel	1/1/2017	
	Dominion Wind Development, LLC	Vice President and General Counsel	1/1/2017	
	Dominion Wind Projects, Inc.	Vice President and General Counsel	1/1/2017	
	Eastern Shore Solar LLC	Vice President and General Counsel	1/1/2017	
	Farmington Properties, Inc.	Vice President and General Counsel	1/1/2017	
	Fremont Farm, LLC	Vice President and General Counsel	6/29/2017	
	Hecate Energy Cherrydale LLC	Vice President and General Counsel	9/5/2017	
	Hecate Energy Clarke County LLC	Vice President and General Counsel	6/28/2017	
Hope Gas, Inc.	Vice President and General Counsel	1/1/2017		
Imperial Valley Solar Company (IVSC) 2, LLC	Vice President and General Counsel	1/1/2017		
Indy Solar Development, LLC	Vice President and General Counsel	1/1/2017		
Indy Solar I, LLC	Vice President and General Counsel	1/1/2017		
Indy Solar II, LLC	Vice President and General Counsel	1/1/2017		
Indy Solar III, LLC	Vice President and General Counsel	1/1/2017		
Innovative Solar 37, LLC	Vice President and General Counsel	5/11/2017		
Iroquois GP Holding Company, LLC	Vice President and General Counsel	1/1/2017		
Maricopa West Solar PV, LLC	Vice President and General Counsel	1/1/2017		
Moffett Solar 1, LLC	Vice President and General Counsel	1/1/2017		
Moorings Farm 2, LLC	Vice President and General Counsel	6/29/2017		
Mulberry Farm, LLC	Vice President and General Counsel	1/1/2017		
Mustang Solar, LLC	Vice President and General Counsel	12/15/2017		
North Star Generation, LLC	Vice President and General Counsel	1/1/2017		
Pavant Solar LLC	Vice President and General Counsel	1/1/2017		
Pikeville Farm, LLC	Vice President and General Counsel	10/18/2017		
Prairie Fork Wind Farm, LLC	Vice President and General Counsel	1/1/2017		
QPC Holding Company	Vice President and General Counsel	1/1/2017		
Questar Energy Services, Inc.	Vice President and General Counsel	1/1/2017		

Name	Entity	Title	Effective Date	End Date
Carlos M. Brown (continued)	Questar Field Services, LLC	Vice President and General Counsel	1/1/2017	
	Questar InfoComm, Inc.	Vice President and General Counsel	1/1/2017	
	Questar Project Employee Company	Vice President and General Counsel	1/1/2017	2/12/2018
	Questar Southern Trails Pipeline Company	Vice President and General Counsel	1/1/2017	
	RE Adams East LLC	Vice President and General Counsel	1/1/2017	
	RE Camelot LLC	Vice President and General Counsel	1/1/2017	
	RE Columbia Two LLC	Vice President and General Counsel	1/1/2017	
	RE Kansas LLC	Vice President and General Counsel	1/1/2017	
	RE Kent South LLC	Vice President and General Counsel	1/1/2017	
	RE Old River One LLC	Vice President and General Counsel	1/1/2017	
	Richland Solar Center, LLC	Vice President and General Counsel	1/1/2017	
	Ridgeland Solar Farm I, LLC	Vice President and General Counsel	1/1/2017	
	Sappony Solar LLC	Vice President and General Counsel	1/1/2017	
	SBL Holdco, LLC	Vice President and General Counsel	1/1/2017	
	Scott-II Solar LLC	Vice President and General Counsel	1/1/2017	
	Sedona Corp.	Vice President and General Counsel	12/29/2017	
	Selmer Farm, LLC	Vice President and General Counsel	1/1/2017	
	Somers Solar Center, LLC	Vice President and General Counsel	1/1/2017	
	Southampton Solar LLC	Vice President and General Counsel	2/27/2017	
	Summit Farms Solar, LLC	Vice President and General Counsel	1/1/2017	
	TA - Acacia, LLC	Vice President and General Counsel	1/1/2017	
	The East Ohio Gas Company	Vice President and General Counsel	1/1/2017	
	Tredegar Solar Fund I, LLC	Vice President and General Counsel	1/1/2017	
	Virginia Electric and Power Company	Vice President and General Counsel	1/1/2017	
	Virginia Power Fuel Corporation	Vice President and General Counsel	1/1/2017	
	Virginia Power Nuclear Services Company	Vice President and General Counsel	1/1/2017	
	Virginia Power Services Energy Corp., Inc.	Vice President and General Counsel	1/1/2017	
Virginia Power Services, LLC	Vice President and General Counsel	1/1/2017		
Virginia Solar 2017 Projects LLC	Vice President and General Counsel	1/1/2017		
Wakefield Solar, LLC	Vice President and General Counsel	11/1/2017		
Wexpro Company	Vice President and General Counsel	1/1/2017		
Wexpro Development Company	Vice President and General Counsel	1/1/2017		
Wexpro II Company	Vice President and General Counsel	1/1/2017		
Name	Entity	Title	Effective Date	End Date
Michele L. Cardiff	Atlantic Coast Pipeline, LLC	Vice President (Chief Accounting Officer)	9/25/2014	
	Cove Point GP Holding Company, LLC	Vice President, Controller and Chief Accounting Officer	3/11/2014	
	Dominion ACP Holding, Inc.	Vice President (Chief Accounting Officer)	8/27/2014	4/30/2018
	Dominion Alternative Energy Holdings, Inc.	Controller	4/1/2014	
	Dominion Atlantic Coast Pipeline, LLC	Vice President (Chief Accounting Officer)	8/28/2014	4/30/2018
	Dominion Capital, Inc.	Vice President - Controller	4/1/2014	
	Dominion Cove Point, Inc.	Vice President (Principal Accounting Officer)	4/1/2014	4/30/2018
	Dominion Energy Carolina Gas Services, Inc.	Vice President, Controller and Chief Accounting Officer	7/16/2015	
	Dominion Energy Carolina Gas Transmission, LLC	Vice President, Controller and Chief Accounting Officer	1/31/2015	
	Dominion Energy Gas Holdings, LLC	Vice President, Controller and Chief Accounting Officer	3/10/2014	
	Dominion Energy Midstream GP, LLC	Vice President, Controller and Chief Accounting Officer	3/11/2014	
	Dominion Energy Overthrust Pipeline, LLC	Vice President, Controller and Chief Accounting Officer	9/16/2016	
	Dominion Energy Questar Corporation	Vice President, Controller and Chief Accounting Officer	9/16/2016	
	Dominion Energy Questar Pipeline Services, Inc.	Vice President, Controller and Chief Accounting Officer	9/16/2016	
	Dominion Energy Questar Pipeline, LLC	Vice President, Controller and Chief Accounting Officer	9/16/2016	
	Dominion Energy Services, Inc.	Vice President, Controller and Chief Accounting Officer	4/1/2014	

Name	Entity	Title	Effective Date	End Date
Michele L. Cardiff (continued)	Dominion Energy Transmission, Inc.	Vice President (Principal Accounting Officer)	4/1/2014	4/30/2018
	Dominion Energy Wexpro Services Company	Vice President, Controller and Chief Accounting Officer	6/19/2017	
	Dominion Energy, Inc.	Vice President, Controller and Chief Accounting Officer	4/1/2014	
	Dominion Gathering & Processing, Inc.	Vice President (Principal Accounting Officer)	9/25/2015	4/30/2018
	Dominion Investments, Inc.	Controller	4/1/2014	
	Dominion MLP Holding Company II, Inc.	Vice President, Controller and Chief Accounting Officer	3/18/2015	
	Dominion MLP Holding Company III, Inc.	Vice President, Controller and Chief Accounting Officer	9/24/2015	
	Dominion MLP Holding Company, LLC	Vice President, Controller and Chief Accounting Officer	3/11/2014	
	Dominion Projects Services, Inc.	Vice President, Controller and Chief Accounting Officer	3/18/2015	
	Dominion South Holdings I, Inc.	Vice President (Principal Accounting Officer)	4/1/2014	4/30/2018
	Dominion South Holdings II, LLC	Vice President (Principal Accounting Officer)	4/1/2014	4/30/2018
	Dominion Voltage, Inc.	Controller	4/1/2014	
	QPC Holding Company	Vice President, Controller and Chief Accounting Officer	9/16/2016	
	Questar Energy Services, Inc.	Vice President, Controller and Chief Accounting Officer	9/16/2016	
	Questar Field Services, LLC	Vice President, Controller and Chief Accounting Officer	9/16/2016	
	Questar InfoComm, Inc.	Vice President, Controller and Chief Accounting Officer	9/16/2016	
	Questar Project Employee Company	Vice President, Controller and Chief Accounting Officer	9/16/2016	2/12/2018
	Questar Southern Trails Pipeline Company	Vice President, Controller and Chief Accounting Officer	9/16/2016	
	Sedona Corp.	Vice President, Controller and Chief Accounting Officer	12/29/2017	
	Tredegear Solar Fund I, LLC	Controller	4/1/2014	
	Virginia Electric and Power Company	Vice President, Controller and Chief Accounting Officer	4/1/2014	
	Wexpro Company	Vice President, Controller and Chief Accounting Officer	9/16/2016	
Wexpro Development Company	Vice President, Controller and Chief Accounting Officer	9/16/2016		
Wexpro II Company	Vice President, Controller and Chief Accounting Officer	9/16/2016		
Name	Entity	Title	Effective Date	End Date
James R. Chapman	96WI 8me LLC	Senior Vice President - Mergers & Acquisitions and Treasurer	3/23/2017	
	Alamo Solar, LLC	Senior Vice President - Mergers & Acquisitions and Treasurer	2/1/2016	
	Atlantic Coast Pipeline, LLC	Vice President and Treasurer	2/1/2016	
	Azalea Solar, LLC	Senior Vice President and Treasurer	2/1/2016	
	Buckingham Solar I LLC	Senior Vice President - Mergers & Acquisitions and Treasurer	11/21/2016	
	Catalina Solar 2, LLC	Senior Vice President - Mergers & Acquisitions and Treasurer	2/1/2016	
	CID Solar, LLC	Senior Vice President and Treasurer	2/1/2016	
	Clipperton Holdings LLC	Senior Vice President - Mergers & Acquisitions and Treasurer	10/4/2017	
	CNG Coal Company	Senior Vice President and Treasurer	2/1/2016	
	CNG Power Services Corporation	Senior Vice President and Treasurer	2/1/2016	
	Correctional Solar LLC	Senior Vice President - Mergers & Acquisitions and Treasurer	11/21/2016	

Name	Entity	Title	Effective Date	End Date
James R. Chapman (continued)	Cottonwood Solar, LLC	Senior Vice President - Mergers & Acquisitions and Treasurer	2/1/2016	
	Cove Point GP Holding Company, LLC	Senior Vice President - Mergers & Acquisitions and Treasurer	2/1/2016	
	Dominion ACP Holding, Inc.	Senior Vice President and Treasurer	2/1/2016	
	Dominion Alternative Energy Holdings, Inc.	Senior Vice President and Treasurer	2/1/2016	
	Dominion Atlantic Coast Pipeline, LLC	Senior Vice President and Treasurer	2/1/2016	
	Dominion Bridgeport Fuel Cell, LLC	Senior Vice President and Treasurer	2/1/2016	
	Dominion Brine, LLC	Senior Vice President and Treasurer	2/1/2016	
	Dominion Capital REMIC, Inc.	Director	2/1/2016	
	Dominion Capital REMIC, Inc.	President and Treasurer	2/1/2016	
	Dominion Capital Ventures Corporation	Director	2/1/2016	
	Dominion Capital Ventures Corporation	President and Chief Executive Officer	2/1/2016	
	Dominion Capital, Inc.	President	2/1/2016	
		Senior Vice President - Mergers & Acquisitions and Treasurer	2/1/2016	
	Dominion Cove Point, Inc.	Senior Vice President and Treasurer	2/1/2016	
	Dominion Energy Carolina Gas Services, Inc.	Senior Vice President and Treasurer	2/1/2016	
	Dominion Energy Carolina Gas Transmission, LLC	Senior Vice President and Treasurer	2/1/2016	
	Dominion Energy Fairless, LLC	Senior Vice President and Treasurer	2/1/2016	
	Dominion Energy Field Services, Inc.	Senior Vice President and Treasurer	2/1/2016	
	Dominion Energy Fuel Services, Inc.	Senior Vice President and Treasurer	2/1/2016	
		Senior Vice President - Mergers & Acquisitions and Treasurer	2/1/2016	
	Dominion Energy Gas Holdings, LLC	Senior Vice President and Treasurer	2/1/2016	
	Dominion Energy Generation Marketing, Inc.	Senior Vice President and Treasurer	2/1/2016	
	Dominion Energy Kewaunee, Inc.	Senior Vice President and Treasurer	2/1/2016	
	Dominion Energy Manchester Street, Inc.	Senior Vice President and Treasurer	2/1/2016	
		Senior Vice President - Mergers & Acquisitions and Treasurer	2/1/2016	
	Dominion Energy Midstream GP, LLC	Senior Vice President and Treasurer	2/1/2016	
	Dominion Energy Nuclear Connecticut, Inc.	Senior Vice President - Mergers & Acquisitions and Treasurer	9/16/2016	
	Dominion Energy Overthrust Pipeline, LLC	Senior Vice President and Treasurer	2/1/2016	
	Dominion Energy Payroll Company, Inc.	Senior Vice President - Mergers & Acquisitions and Treasurer	9/16/2016	
	Dominion Energy Questar Corporation	Senior Vice President - Mergers & Acquisitions and Treasurer	9/16/2016	
	Dominion Energy Questar Pipeline Services, Inc.	Senior Vice President - Mergers & Acquisitions and Treasurer	9/16/2016	
	Dominion Energy Questar Pipeline, LLC	Senior Vice President - Mergers & Acquisitions and Treasurer	2/1/2016	
	Dominion Energy Services, Inc.	Senior Vice President - Mergers & Acquisitions and Treasurer	2/1/2016	
	Dominion Energy Solar CA, LLC	Senior Vice President and Treasurer	2/1/2016	
	Dominion Energy Solutions, Inc.	Senior Vice President and Treasurer	2/1/2016	
	Dominion Energy Technical Solutions, Inc.	Senior Vice President and Treasurer	2/1/2016	
	Dominion Energy Technologies II, Inc.	Senior Vice President and Treasurer	2/1/2016	
	Dominion Energy Technologies, Inc.	Senior Vice President and Treasurer	2/1/2016	
	Dominion Energy Terminal Company, Inc.	Senior Vice President and Treasurer	2/1/2016	
	Dominion Energy Transmission, Inc.	Senior Vice President - Mergers & Acquisitions and Treasurer	6/19/2017	
Dominion Energy Wexpro Services Company	Senior Vice President - Mergers & Acquisitions and Treasurer	2/1/2016		
Dominion Energy, Inc.	Senior Vice President and Treasurer	2/1/2016		
Dominion Equipment III, Inc.	Senior Vice President and Treasurer	2/1/2016		
Dominion Equipment, Inc.	Senior Vice President and Treasurer	2/1/2016		
Dominion Fairless Hills, Inc.	Senior Vice President and Treasurer	2/1/2016		
Dominion First Source, LLC	President	2/1/2016		
Dominion Fowler Ridge Wind, LLC	Senior Vice President - Mergers & Acquisitions and Treasurer	2/1/2016		
Dominion Gas Projects Company, LLC	Senior Vice President and Treasurer	2/1/2016		
Dominion Gathering & Processing, Inc.	Senior Vice President and Treasurer	2/1/2016		
Dominion Generation Corporation	Senior Vice President and Treasurer	2/1/2016	5/10/2017	
Dominion Generation, Inc.	Senior Vice President and Treasurer	2/1/2016		
Dominion Greenbrier, Inc.	Senior Vice President and Treasurer	2/1/2016		
Dominion High Voltage Holdings, Inc.	Senior Vice President and Treasurer	2/1/2016		

Name	Entity	Title	Effective Date	End Date
James R. Chapman (continued)	Dominion High Voltage MidAtlantic, Inc.	Senior Vice President and Treasurer	2/1/2016	
	Dominion Investments, Inc.	Senior Vice President and Treasurer	2/1/2016	
	Dominion Iroquois, Inc.	Senior Vice President and Treasurer	2/1/2016	
	Dominion Keystone Pipeline Holdings, Inc.	Senior Vice President and Treasurer	2/1/2016	
	Dominion Keystone Pipeline, LLC	Senior Vice President and Treasurer	2/1/2016	
	Dominion Land Management Company - Williamsburg	President and Treasurer	2/1/2016	
	Dominion Lands - Williamsburg, Inc.	President and Treasurer	2/1/2016	
	Dominion MLP Holding Company II, Inc.	Senior Vice President and Treasurer	2/1/2016	
	Dominion MLP Holding Company III, Inc.	Senior Vice President and Treasurer	2/1/2016	
	Dominion MLP Holding Company, LLC	Senior Vice President - Mergers & Acquisitions and Treasurer	2/1/2016	
	Dominion Modular LNG Holdings, Inc.	Senior Vice President and Treasurer	11/29/2017	
	Dominion Mt. Storm Wind, LLC	Senior Vice President and Treasurer	2/1/2016	
	Dominion Natrium Holdings, Inc.	Senior Vice President and Treasurer	2/1/2016	
	Dominion North Star Generation, Inc.	Senior Vice President and Treasurer	2/1/2016	
	Dominion Nuclear Projects, Inc.	Senior Vice President and Treasurer	2/1/2016	
	Dominion Oklahoma Texas Exploration & Production, Inc.	Senior Vice President and Treasurer	2/1/2016	
	Dominion Person, Inc.	Senior Vice President and Treasurer	2/1/2016	
	Dominion Privatization Florida, LLC	Senior Vice President and Treasurer	2/1/2016	
	Dominion Privatization Georgia, LLC	Senior Vice President and Treasurer	2/1/2016	
	Dominion Privatization Holdings, Inc.	Senior Vice President and Treasurer	2/1/2016	
	Dominion Privatization Kentucky, LLC	Senior Vice President and Treasurer	2/1/2016	
	Dominion Privatization South Carolina, LLC	Senior Vice President and Treasurer	2/1/2016	
	Dominion Privatization Texas, LLC	Senior Vice President and Treasurer	2/1/2016	
	Dominion Products and Services, Inc.	Senior Vice President and Treasurer	2/1/2016	
	Dominion Projects Services, Inc.	Senior Vice President and Treasurer	2/1/2016	
	Dominion Resources Capital Trust III	Administrative Trustee	2/1/2016	
	Dominion Solar Construction and Maintenance, LLC	Senior Vice President and Treasurer	2/1/2016	
	Dominion Solar Gen-Tie, LLC	Senior Vice President and Treasurer	2/1/2016	
	Dominion Solar Holdings I, LLC	Senior Vice President - Mergers & Acquisitions and Treasurer	2/1/2016	
	Dominion Solar Holdings II, LLC	Senior Vice President - Mergers & Acquisitions and Treasurer	2/1/2016	
	Dominion Solar Holdings III, LLC	Senior Vice President - Mergers & Acquisitions and Treasurer	2/1/2016	
	Dominion Solar Holdings IV, LLC	Senior Vice President - Mergers & Acquisitions and Treasurer	4/19/2016	
	Dominion Solar Projects A, Inc.	Senior Vice President - Mergers & Acquisitions and Treasurer	2/1/2016	
	Dominion Solar Projects B, Inc.	Senior Vice President - Mergers & Acquisitions and Treasurer	2/1/2016	
	Dominion Solar Projects C, Inc.	Senior Vice President - Mergers & Acquisitions and Treasurer	4/14/2016	
	Dominion Solar Projects D, Inc.	Senior Vice President - Mergers & Acquisitions and Treasurer	4/14/2016	
	Dominion Solar Projects I, Inc.	Senior Vice President - Mergers & Acquisitions and Treasurer	2/1/2016	
	Dominion Solar Projects II, Inc.	Senior Vice President - Mergers & Acquisitions and Treasurer	2/1/2016	
	Dominion Solar Projects III, Inc.	Senior Vice President - Mergers & Acquisitions and Treasurer	2/1/2016	
	Dominion Solar Projects IV, Inc.	Senior Vice President - Mergers & Acquisitions and Treasurer	2/1/2016	
Dominion Solar Projects V, Inc.	Senior Vice President - Mergers & Acquisitions and Treasurer	8/5/2016		
Dominion Solar Services, Inc.	Senior Vice President - Mergers & Acquisitions and Treasurer	2/1/2016		
Dominion South Holdings I, Inc.	Senior Vice President and Treasurer	2/1/2016		
Dominion South Holdings II, LLC	Senior Vice President and Treasurer	2/1/2016		
Dominion State Line, LLC	Senior Vice President and Treasurer	2/1/2016		
Dominion Systems Group, LLC	President and Treasurer	2/1/2016		
Dominion Voltage, Inc.	Senior Vice President and Treasurer	2/1/2016		
Dominion Wholesale, Inc.	Senior Vice President and Treasurer	2/1/2016		
Dominion Wind Development, LLC	Senior Vice President and Treasurer	2/1/2016		

Name	Entity	Title	Effective Date	End Date
James R. Chapman (continued)	Dominion Wind Projects, Inc.	Senior Vice President and Treasurer	2/1/2016	
	Eastern Shore Solar LLC	Senior Vice President - Mergers & Acquisitions and Treasurer	2/1/2016	
	Farmington Properties, Inc.	Senior Vice President and Treasurer	2/1/2016	
	First Dominion Capital, L.L.C.	Manager	2/1/2016	
	First Dominion Capital, L.L.C.	President and Treasurer	2/1/2016	
	Fowler I Holdings LLC	Assistant Treasurer	1/1/2014	
	Fremont Farm, LLC	Senior Vice President - Mergers & Acquisitions and Treasurer	6/29/2017	
	Governor's Land Associates	Director	3/31/2017	
	Governor's Land Associates	President and Treasurer	3/31/2017	
	Hecate Energy Cherrydale LLC	Senior Vice President - Mergers & Acquisitions and Treasurer	9/5/2017	
	Hecate Energy Clarke County LLC	Senior Vice President - Mergers & Acquisitions and Treasurer	6/28/2017	
	Hope Gas, Inc.	Senior Vice President and Treasurer	2/1/2016	
	Imperial Valley Solar Company (IVSC) 2, LLC	Senior Vice President - Mergers & Acquisitions and Treasurer	2/1/2016	
	Indy Solar Development, LLC	Senior Vice President and Treasurer	2/1/2016	
	Indy Solar I, LLC	Senior Vice President and Treasurer	2/1/2016	
	Indy Solar II, LLC	Senior Vice President and Treasurer	2/1/2016	
	Indy Solar III, LLC	Senior Vice President and Treasurer	2/1/2016	
	Innovative Solar 37, LLC	Senior Vice President - Mergers & Acquisitions and Treasurer	5/11/2017	
	Iroquois Gas Transmission System L.P.	Management Committee - Member Representative	9/29/2015	
	Iroquois GP Holding Company, LLC	Senior Vice President and Treasurer	2/1/2016	
	Louisiana Hydroelectric Capital, LLC	President	2/1/2016	
	Maricopa West Solar PV, LLC	Senior Vice President - Mergers & Acquisitions and Treasurer	2/1/2016	
	Moffett Solar 1, LLC	Senior Vice President - Mergers & Acquisitions and Treasurer	11/21/2016	
	Moorings Farm 2, LLC	Senior Vice President - Mergers & Acquisitions and Treasurer	6/29/2017	
	Mulberry Farm, LLC	Senior Vice President and Treasurer	2/1/2016	
	Mustang Solar, LLC	Senior Vice President - Mergers & Acquisitions and Treasurer	12/15/2017	
	North Star Generation, LLC	Senior Vice President and Treasurer	2/1/2016	
	Pavant Solar LLC	Senior Vice President and Treasurer	2/1/2016	
	Pikeville Farm, LLC	Senior Vice President - Mergers & Acquisitions and Treasurer	10/18/2017	
	Prairie Fork Wind Farm, LLC	Senior Vice President and Treasurer	2/1/2016	
	QPC Holding Company	Senior Vice President - Mergers & Acquisitions and Treasurer	9/16/2016	
	Questar Energy Services, Inc.	Senior Vice President - Mergers & Acquisitions and Treasurer	9/16/2016	
	Questar Field Services, LLC	Senior Vice President - Mergers & Acquisitions and Treasurer	9/16/2016	
	Questar InfoComm, Inc.	Senior Vice President - Mergers & Acquisitions and Treasurer	9/16/2016	
	Questar Project Employee Company	Senior Vice President - Mergers & Acquisitions and Treasurer	9/16/2016	2/12/2018
	Questar Southern Trails Pipeline Company	Senior Vice President - Mergers & Acquisitions and Treasurer	9/16/2016	
	RE Adams East LLC	Senior Vice President and Treasurer	2/1/2016	
	RE Camelot LLC	Senior Vice President and Treasurer	2/1/2016	
	RE Columbia Two LLC	Senior Vice President and Treasurer	2/1/2016	
	RE Kansas LLC	Senior Vice President and Treasurer	2/1/2016	
	RE Kent South LLC	Senior Vice President and Treasurer	2/1/2016	
	RE Old River One LLC	Senior Vice President and Treasurer	2/1/2016	
	Richland Solar Center, LLC	Senior Vice President - Mergers & Acquisitions and Treasurer	2/1/2016	
	Ridgeland Solar Farm I, LLC	Senior Vice President - Mergers & Acquisitions and Treasurer	11/21/2016	

Name	Entity	Title	Effective Date	End Date
James R. Chapman (continued)	Sappony Solar LLC	Senior Vice President - Mergers & Acquisitions and Treasurer	11/21/2016	
	SBL Holdco, LLC	Senior Vice President - Mergers & Acquisitions and Treasurer	6/28/2016	
	Scott-II Solar LLC	Senior Vice President - Mergers & Acquisitions and Treasurer	11/21/2016	
	Sedona Corp.	Senior Vice President - Mergers & Acquisitions and Treasurer	12/29/2017	
	Selmer Farm, LLC	Senior Vice President and Treasurer	2/1/2016	
	Somers Solar Center, LLC	Senior Vice President and Treasurer	2/1/2016	
	Southampton Solar LLC	Senior Vice President - Mergers & Acquisitions and Treasurer	2/27/2017	
	Stonehouse Development Company, LLC	President and Treasurer	2/1/2016	
	Summit Farms Solar, LLC	Senior Vice President - Mergers & Acquisitions and Treasurer	8/31/2016	
	TA - Acacia, LLC	Senior Vice President and Treasurer	2/1/2016	
	The East Ohio Gas Company	Senior Vice President and Treasurer	2/1/2016	
	Tredegar Solar Fund I, LLC	Senior Vice President and Treasurer	2/1/2016	
	Vidalia Gichner Holdings, Inc.	Director	2/1/2016	
	Vidalia Gichner Holdings, Inc.	President and Treasurer	2/1/2016	
	Virginia Electric and Power Company	Senior Vice President - Mergers & Acquisitions and Treasurer	2/1/2016	
	Virginia Power Fuel Corporation	Senior Vice President and Treasurer	2/1/2016	
	Virginia Power Nuclear Services Company	Senior Vice President and Treasurer	2/1/2016	
	Virginia Power Services Energy Corp., Inc.	Senior Vice President and Treasurer	2/1/2016	
	Virginia Power Services, LLC	Senior Vice President and Treasurer	2/1/2016	
	Virginia Solar 2017 Projects LLC	Senior Vice President - Mergers & Acquisitions and Treasurer	11/21/2016	
	VP Property, Inc.	Senior Vice President and Treasurer	2/1/2016	
	Wakefield Solar, LLC	Senior Vice President - Mergers & Acquisitions and Treasurer	11/1/2017	
	Wexpro Company	Senior Vice President - Mergers & Acquisitions and Treasurer	9/16/2016	
	Wexpro Development Company	Senior Vice President - Mergers & Acquisitions and Treasurer	9/16/2016	
	Wexpro II Company	Senior Vice President - Mergers & Acquisitions and Treasurer	9/16/2016	
	Wilshire Holdings, LLC	President and Treasurer	2/1/2016	
	Name	Entity	Title	Effective Date
David M. Curtis	Dominion Energy Overthrust Pipeline, LLC	Controller	9/16/2016	10/31/2017
	Dominion Energy Questar Corporation	Controller	9/16/2016	10/31/2017
	Dominion Energy Questar Pipeline Services, Inc.	Controller	9/16/2016	10/31/2017
	Dominion Energy Questar Pipeline, LLC	Controller	9/16/2016	10/31/2017
	Dominion Energy Wexpro Services Company	Controller	6/19/2017	10/31/2017
	QPC Holding Company	Controller	9/16/2016	10/31/2017
	Questar Energy Services, Inc.	Controller	9/16/2016	10/31/2017
	Questar Field Services, LLC	Controller	9/16/2016	10/31/2017
	Questar InfoComm, Inc.	Controller	9/16/2016	10/31/2017
	Questar Project Employee Company	Controller	9/16/2016	10/31/2017
	Questar Southern Trails Pipeline Company	Controller	9/16/2016	10/31/2017
	Wexpro Company	Controller	9/16/2016	10/31/2017
	Wexpro Development Company	Controller	9/16/2016	10/31/2017
	Wexpro II Company	Controller	9/16/2016	10/31/2017
Name	Entity	Title	Effective Date	End Date
Richard M. Davis, Jr.	96WI 8me LLC	Assistant Treasurer	3/23/2017	
	Alamo Solar, LLC	Assistant Treasurer	3/1/2016	
	Atlantic Coast Pipeline, LLC	Assistant Treasurer	8/23/2017	
	Azalea Solar, LLC	Assistant Treasurer	3/1/2016	
	Buckingham Solar I LLC	Assistant Treasurer	11/21/2016	
	Catalina Solar 2, LLC	Assistant Treasurer	3/1/2016	
	CID Solar, LLC	Assistant Treasurer	3/1/2016	
	Clipperton Holdings LLC	Assistant Treasurer	10/4/2017	
	CNG Coal Company	Assistant Treasurer	3/1/2016	

Name	Entity	Title	Effective Date	End Date
Richard M. Davis, Jr. (continued)	CNG Power Services Corporation	Assistant Treasurer	3/1/2016	
	Correctional Solar LLC	Assistant Treasurer	11/21/2016	
	Cottonwood Solar, LLC	Assistant Treasurer	3/1/2016	
	Cove Point GP Holding Company, LLC	Assistant Treasurer	3/1/2016	
	Dominion ACP Holding, Inc.	Assistant Treasurer	3/1/2016	
	Dominion Alternative Energy Holdings, Inc.	Assistant Treasurer	3/1/2016	
	Dominion Atlantic Coast Pipeline, LLC	Assistant Treasurer	3/1/2016	
	Dominion Bridgeport Fuel Cell, LLC	Assistant Treasurer	3/1/2016	
	Dominion Brine, LLC	Assistant Treasurer	3/1/2016	
	Dominion Capital REMIC, Inc.	Assistant Treasurer	3/1/2016	
	Dominion Capital, Inc.	Assistant Treasurer	3/1/2016	
	Dominion Cove Point, Inc.	Assistant Treasurer	3/1/2016	
	Dominion Energy Carolina Gas Transmission, LLC	Assistant Treasurer	3/1/2016	
	Dominion Energy Fairless, LLC	Assistant Treasurer	3/1/2016	
	Dominion Energy Field Services, Inc.	Assistant Treasurer	3/1/2016	
	Dominion Energy Fuel Services, Inc.	Assistant Treasurer	3/1/2016	
	Dominion Energy Gas Holdings, LLC	Assistant Treasurer	3/1/2016	
	Dominion Energy Generation Marketing, Inc.	Assistant Treasurer	3/1/2016	
	Dominion Energy Kewaunee, Inc.	Assistant Treasurer	3/1/2016	
	Dominion Energy Manchester Street, Inc.	Assistant Treasurer	3/1/2016	
	Dominion Energy Midstream GP, LLC	Assistant Treasurer	3/1/2016	
	Dominion Energy Nuclear Connecticut, Inc.	Assistant Treasurer	3/1/2016	
	Dominion Energy Overthrust Pipeline, LLC	Assistant Treasurer	9/16/2016	
	Dominion Energy Payroll Company, Inc.	Assistant Treasurer	3/1/2016	
	Dominion Energy Questar Corporation	Assistant Treasurer	9/16/2016	
	Dominion Energy Questar Pipeline Services, Inc.	Assistant Treasurer	9/16/2016	
	Dominion Energy Questar Pipeline, LLC	Assistant Treasurer	9/16/2016	
	Dominion Energy Services, Inc.	Assistant Treasurer	3/1/2016	
	Dominion Energy Solar CA, LLC	Assistant Treasurer	3/1/2016	
	Dominion Energy Solutions, Inc.	Assistant Treasurer	3/1/2016	
	Dominion Energy Technical Solutions, Inc.	Assistant Treasurer	3/1/2016	
	Dominion Energy Technologies II, Inc.	Assistant Treasurer	3/1/2016	
	Dominion Energy Technologies, Inc.	Assistant Treasurer	3/1/2016	
	Dominion Energy Terminal Company, Inc.	Assistant Treasurer	3/1/2016	
	Dominion Energy Transmission, Inc.	Assistant Treasurer	3/1/2016	
	Dominion Energy Wexpro Services Company	Assistant Treasurer	6/19/2017	
	Dominion Energy, Inc.	Assistant Treasurer	3/1/2016	
	Dominion Equipment III, Inc.	Assistant Treasurer	3/1/2016	
	Dominion Equipment, Inc.	Assistant Treasurer	3/1/2016	
	Dominion Fairless Hills, Inc.	Assistant Treasurer	3/1/2016	
	Dominion Fowler Ridge Wind, LLC	Assistant Treasurer	3/1/2016	
	Dominion Gas Projects Company, LLC	Assistant Treasurer	3/1/2016	
	Dominion Gathering & Processing, Inc.	Assistant Treasurer	3/1/2016	
	Dominion Generation Corporation	Assistant Treasurer	3/1/2016	5/10/2017
	Dominion Generation, Inc.	Assistant Treasurer	3/1/2016	
	Dominion Greenbrier, Inc.	Assistant Treasurer	3/1/2016	
	Dominion High Voltage Holdings, Inc.	Assistant Treasurer	3/1/2016	
Dominion High Voltage MidAtlantic, Inc.	Assistant Treasurer	3/1/2016		
Dominion Investments, Inc.	Assistant Treasurer	3/1/2016		
Dominion Iroquois, Inc.	Assistant Treasurer	3/1/2016		
Dominion Keystone Pipeline Holdings, Inc.	Assistant Treasurer	3/1/2016		
Dominion Keystone Pipeline, LLC	Assistant Treasurer	3/1/2016		
Dominion MLP Holding Company II, Inc.	Assistant Treasurer	3/1/2016		
Dominion MLP Holding Company III, Inc.	Assistant Treasurer	3/1/2016		
Dominion MLP Holding Company, LLC	Assistant Treasurer	3/1/2016		
Dominion Modular LNG Holdings, Inc.	Assistant Treasurer	11/29/2017		
Dominion Mt. Storm Wind, LLC	Assistant Treasurer	3/1/2016		
Dominion Natrium Holdings, Inc.	Assistant Treasurer	3/1/2016		
Dominion North Star Generation, Inc.	Assistant Treasurer	3/1/2016		
Dominion Nuclear Projects, Inc.	Assistant Treasurer	3/1/2016		
Dominion Oklahoma Texas Exploration & Production, Inc.	Assistant Treasurer	3/1/2016		
Dominion Person, Inc.	Assistant Treasurer	3/1/2016		
Dominion Privatization Florida, LLC	Assistant Treasurer	3/1/2016		
Dominion Privatization Georgia, LLC	Assistant Treasurer	3/1/2016		

Name	Entity	Title	Effective Date	End Date
Richard M. Davis, Jr. (continued)	Dominion Privatization Holdings, Inc.	Assistant Treasurer	3/1/2016	
	Dominion Privatization Kentucky, LLC	Assistant Treasurer	3/1/2016	
	Dominion Privatization South Carolina, LLC	Assistant Treasurer	3/1/2016	
	Dominion Privatization Texas, LLC	Assistant Treasurer	3/1/2016	
	Dominion Products and Services, Inc.	Assistant Treasurer	3/1/2016	
	Dominion Projects Services, Inc.	Assistant Treasurer	3/1/2016	
	Dominion Solar Construction and Maintenance, LLC	Assistant Treasurer	3/1/2016	
	Dominion Solar Gen-Tie, LLC	Assistant Treasurer	3/1/2016	
	Dominion Solar Holdings I, LLC	Assistant Treasurer	3/1/2016	
	Dominion Solar Holdings II, LLC	Assistant Treasurer	3/1/2016	
	Dominion Solar Holdings III, LLC	Assistant Treasurer	3/1/2016	
	Dominion Solar Holdings IV, LLC	Assistant Treasurer	4/19/2016	
	Dominion Solar Projects A, Inc.	Assistant Treasurer	3/1/2016	
	Dominion Solar Projects B, Inc.	Assistant Treasurer	3/1/2016	
	Dominion Solar Projects C, Inc.	Assistant Treasurer	4/14/2016	
	Dominion Solar Projects D, Inc.	Assistant Treasurer	4/14/2016	
	Dominion Solar Projects I, Inc.	Assistant Treasurer	3/1/2016	
	Dominion Solar Projects II, Inc.	Assistant Treasurer	3/1/2016	
	Dominion Solar Projects III, Inc.	Assistant Treasurer	3/1/2016	
	Dominion Solar Projects IV, Inc.	Assistant Treasurer	3/1/2016	
	Dominion Solar Projects V, Inc.	Assistant Treasurer	8/5/2016	
	Dominion Solar Services, Inc.	Assistant Treasurer	3/1/2016	
	Dominion South Holdings I, Inc.	Assistant Treasurer	3/1/2016	
	Dominion South Holdings II, LLC	Assistant Treasurer	3/1/2016	
	Dominion State Line, LLC	Assistant Treasurer	3/1/2016	
	Dominion Voltage, Inc.	Assistant Treasurer	3/1/2016	
	Dominion Wholesale, Inc.	Assistant Treasurer	3/1/2016	
	Dominion Wind Development, LLC	Assistant Treasurer	3/1/2016	
	Dominion Wind Projects, Inc.	Assistant Treasurer	3/1/2016	
	Eastern Shore Solar LLC	Assistant Treasurer	3/1/2016	
	Farmington Properties, Inc.	Assistant Treasurer	3/1/2016	
	Fremont Farm, LLC	Assistant Treasurer	6/29/2017	
	Hecate Energy Cherrystone LLC	Assistant Treasurer	9/5/2017	
	Hecate Energy Clarke County LLC	Assistant Treasurer	6/28/2017	
	Hope Gas, Inc.	Assistant Treasurer	3/1/2016	
	Imperial Valley Solar Company (IVSC) 2, LLC	Assistant Treasurer	3/1/2016	
	Indy Solar Development, LLC	Assistant Treasurer	3/1/2016	
	Indy Solar I, LLC	Assistant Treasurer	3/1/2016	
	Indy Solar II, LLC	Assistant Treasurer	3/1/2016	
	Indy Solar III, LLC	Assistant Treasurer	3/1/2016	
	Innovative Solar 37, LLC	Assistant Treasurer	5/11/2017	
	Iroquois GP Holding Company, LLC	Assistant Treasurer	3/1/2016	
	Maricopa West Solar PV, LLC	Assistant Treasurer	3/1/2016	
	Moffett Solar 1, LLC	Assistant Treasurer	11/21/2016	
	Moorings Farm 2, LLC	Assistant Treasurer	6/29/2017	
	Mulberry Farm, LLC	Assistant Treasurer	3/1/2016	
	Mustang Solar, LLC	Assistant Treasurer	12/15/2017	
	North Star Generation, LLC	Assistant Treasurer	3/1/2016	
	Pavant Solar LLC	Assistant Treasurer	3/1/2016	
	Pikeville Farm, LLC	Assistant Treasurer	10/18/2017	
Prairie Fork Wind Farm, LLC	Assistant Treasurer	3/1/2016		
QPC Holding Company	Assistant Treasurer	9/16/2016		
Questar Energy Services, Inc.	Assistant Treasurer	9/16/2016		
Questar Field Services, LLC	Assistant Treasurer	9/16/2016		
Questar InfoComm, Inc.	Assistant Treasurer	9/16/2016		
Questar Project Employee Company	Assistant Treasurer	9/16/2016	2/12/2018	
Questar Southern Trails Pipeline Company	Assistant Treasurer	9/16/2016		
RE Adams East LLC	Assistant Treasurer	3/1/2016		
RE Camelot LLC	Assistant Treasurer	3/1/2016		
RE Columbia Two LLC	Assistant Treasurer	3/1/2016		
RE Kansas LLC	Assistant Treasurer	3/1/2016		
RE Kent South LLC	Assistant Treasurer	3/1/2016		
RE Old River One LLC	Assistant Treasurer	3/1/2016		
Richland Solar Center, LLC	Assistant Treasurer	3/1/2016		

Name	Entity	Title	Effective Date	End Date
Richard M. Davis, Jr. (continued)	Ridgeland Solar Farm I, LLC	Assistant Treasurer	11/21/2016	
	Sappony Solar LLC	Assistant Treasurer	11/21/2016	
	SBL Holdco, LLC	Assistant Treasurer	6/28/2016	
	Scott-II Solar LLC	Assistant Treasurer	11/21/2016	
	Sedona Corp.	Assistant Treasurer	12/29/2017	
	Selmer Farm, LLC	Assistant Treasurer	3/1/2016	
	Somers Solar Center, LLC	Assistant Treasurer	3/1/2016	
	Southampton Solar LLC	Assistant Treasurer	2/27/2017	
	Summit Farms Solar, LLC	Assistant Treasurer	8/31/2016	
	TA - Acacia, LLC	Assistant Treasurer	3/1/2016	
	The East Ohio Gas Company	Assistant Treasurer	3/1/2016	
	Tredegar Solar Fund I, LLC	Assistant Treasurer	3/1/2016	
	Vidalia Gichner Holdings, Inc.	Assistant Treasurer	3/1/2016	
	Virginia Electric and Power Company	Assistant Treasurer	3/1/2016	
	Virginia Power Fuel Corporation	Assistant Treasurer	3/1/2016	
	Virginia Power Nuclear Services Company	Assistant Treasurer	3/1/2016	
	Virginia Power Services Energy Corp., Inc.	Assistant Treasurer	3/1/2016	
	Virginia Power Services, LLC	Assistant Treasurer	3/1/2016	
	Virginia Solar 2017 Projects LLC	Assistant Treasurer	11/21/2016	
	VP Property, Inc.	Assistant Treasurer	3/1/2016	
	Wakefield Solar, LLC	Assistant Treasurer	11/1/2017	
Wexpro Company	Assistant Treasurer	9/16/2016		
Wexpro Development Company	Assistant Treasurer	9/16/2016		
Wexpro II Company	Assistant Treasurer	9/16/2016		
Wilshire Holdings, LLC	Assistant Treasurer	3/1/2016		
Name	Entity	Title	Effective Date	End Date
Karen W. Doggett	96WI 8me LLC	Assistant Secretary	3/23/2017	
	Alamo Solar, LLC	Assistant Secretary	4/17/2015	
	Atlantic Coast Pipeline, LLC	Assistant Secretary	9/25/2014	
	Azalea Solar, LLC	Assistant Secretary	1/1/2014	
	Buckingham Solar I LLC	Assistant Secretary	11/21/2016	
	Catalina Solar 2, LLC	Assistant Secretary	6/30/2015	
	CID Solar, LLC	Assistant Secretary	12/11/2014	
	Clipperton Holdings LLC	Assistant Secretary	10/4/2017	
	CNG Coal Company	Assistant Secretary	1/1/2014	
	CNG Power Services Corporation	Assistant Secretary	1/1/2014	
	Correctional Solar LLC	Assistant Secretary	11/21/2016	
	Cottonwood Solar, LLC	Assistant Secretary	4/28/2015	
	Cove Point GP Holding Company, LLC	Assistant Secretary	3/11/2014	
	Dominion ACP Holding, Inc.	Assistant Secretary	8/27/2014	
	Dominion Alternative Energy Holdings, Inc.	Assistant Secretary	1/1/2014	
	Dominion Atlantic Coast Pipeline, LLC	Assistant Secretary	8/28/2014	
	Dominion Bridgeport Fuel Cell, LLC	Assistant Secretary	1/1/2014	
	Dominion Brine, LLC	Assistant Secretary	1/1/2014	
	Dominion Capital REMIC, Inc.	Secretary	1/1/2014	
	Dominion Capital Ventures Corporation	Secretary	1/1/2014	
	Dominion Capital, Inc.	Secretary	1/1/2014	
	Dominion Cogen WV, Inc.	Assistant Secretary	1/1/2014	
	Dominion Cove Point, Inc.	Assistant Secretary	1/1/2014	
	Dominion Energy Carolina Gas Services, Inc.	Assistant Secretary	7/16/2015	
	Dominion Energy Carolina Gas Transmission, LLC	Assistant Secretary	1/31/2015	
	Dominion Energy Fairless, LLC	Assistant Secretary	1/1/2014	
	Dominion Energy Field Services, Inc.	Assistant Secretary	1/1/2014	
	Dominion Energy Fuel Services, Inc.	Assistant Secretary	1/1/2014	
	Dominion Energy Gas Holdings, LLC	Assistant Corporate Secretary	1/1/2014	
	Dominion Energy Generation Marketing, Inc.	Assistant Secretary	1/1/2014	
	Dominion Energy Kewaunee, Inc.	Assistant Secretary	1/1/2014	
	Dominion Energy Manchester Street, Inc.	Assistant Secretary	1/1/2014	
	Dominion Energy Midstream GP, LLC	Assistant Secretary	3/11/2014	
Dominion Energy Nuclear Connecticut, Inc.	Assistant Secretary	1/1/2014		
Dominion Energy Overthrust Pipeline, LLC	Assistant Secretary	9/16/2016		
Dominion Energy Payroll Company, Inc.	Assistant Secretary	1/1/2014		
Dominion Energy Questar Corporation	Assistant Secretary	9/16/2016		
Dominion Energy Questar Pipeline Services, Inc.	Assistant Secretary	9/16/2016		

Name	Entity	Title	Effective Date	End Date
Karen W. Doggett (continued)	Dominion Energy Questar Pipeline, LLC	Assistant Secretary	9/16/2016	
	Dominion Energy Services, Inc.	Assistant Corporate Secretary	5/18/2010	
	Dominion Energy Solar CA, LLC	Assistant Secretary	6/25/2015	
	Dominion Energy Solutions, Inc.	Assistant Secretary	1/1/2014	
	Dominion Energy Technical Solutions, Inc.	Assistant Secretary	1/1/2014	
	Dominion Energy Technologies II, Inc.	Assistant Secretary	1/1/2014	
	Dominion Energy Technologies, Inc.	Assistant Secretary	1/1/2014	
	Dominion Energy Terminal Company, Inc.	Assistant Secretary	1/1/2014	
	Dominion Energy Transmission, Inc.	Assistant Secretary	1/1/2014	
	Dominion Energy Wexpro Services Company	Assistant Secretary	6/19/2017	
	Dominion Energy, Inc.	Assistant Corporate Secretary	7/1/2010	
	Dominion Equipment III, Inc.	Assistant Secretary	1/1/2014	
	Dominion Equipment, Inc.	Assistant Secretary	1/1/2014	
	Dominion Fairless Hills, Inc.	Assistant Secretary	1/1/2014	
	Dominion First Source, LLC	Secretary	1/1/2014	
	Dominion Fowler Ridge Wind, LLC	Assistant Secretary	1/1/2014	
	Dominion Gas Projects Company, LLC	Assistant Secretary	1/1/2014	
	Dominion Gathering & Processing, Inc.	Assistant Secretary	9/25/2015	
	Dominion Generation Corporation	Assistant Secretary	1/1/2014	5/10/2017
	Dominion Generation, Inc.	Assistant Corporate Secretary	1/1/2014	
	Dominion Greenbrier, Inc.	Assistant Secretary	1/1/2014	
	Dominion High Voltage Holdings, Inc.	Assistant Secretary	1/1/2014	
	Dominion High Voltage MidAtlantic, Inc.	Assistant Secretary	2/25/2014	
	Dominion Investments, Inc.	Assistant Secretary	1/1/2014	
	Dominion Iroquois, Inc.	Assistant Secretary	1/1/2014	
	Dominion Keystone Pipeline Holdings, Inc.	Assistant Secretary	1/1/2014	
	Dominion Keystone Pipeline, LLC	Assistant Secretary	1/1/2014	
	Dominion Land Management Company - Williamsburg	Secretary	1/1/2014	
	Dominion Lands - Williamsburg, Inc.	Secretary	1/1/2014	
	Dominion Lands, Inc.	Secretary	1/1/2014	
	Dominion MLP Holding Company II, Inc.	Assistant Secretary	3/18/2015	
	Dominion MLP Holding Company III, Inc.	Assistant Secretary	9/24/2015	
	Dominion MLP Holding Company, LLC	Assistant Corporate Secretary	3/11/2014	
	Dominion Modular LNG Holdings, Inc.	Assistant Secretary	11/29/2017	
	Dominion Mt. Storm Wind, LLC	Assistant Secretary	1/1/2014	
	Dominion Natrium Holdings, Inc.	Assistant Secretary	1/1/2014	
	Dominion North Star Generation, Inc.	Assistant Secretary	1/1/2014	
	Dominion Nuclear Projects, Inc.	Assistant Secretary	1/1/2014	
	Dominion Oklahoma Texas Exploration & Production, Inc.	Assistant Secretary	1/1/2014	
	Dominion Person, Inc.	Assistant Secretary	1/1/2014	
	Dominion Privatization Florida, LLC	Assistant Secretary	1/29/2014	
	Dominion Privatization Georgia, LLC	Assistant Secretary	1/29/2014	
	Dominion Privatization Holdings, Inc.	Assistant Secretary	1/1/2014	
	Dominion Privatization Kentucky, LLC	Assistant Secretary	1/29/2014	
	Dominion Privatization South Carolina, LLC	Assistant Secretary	1/29/2014	
Dominion Privatization Texas, LLC	Assistant Secretary	1/29/2014		
Dominion Products and Services, Inc.	Assistant Secretary	1/1/2014		
Dominion Projects Services, Inc.	Assistant Secretary	3/18/2015		
Dominion Solar Construction and Maintenance, LLC	Assistant Secretary	1/1/2014		
Dominion Solar Gen-Tie, LLC	Assistant Secretary	2/4/2014		
Dominion Solar Holdings I, LLC	Assistant Secretary	4/30/2015		
Dominion Solar Holdings II, LLC	Assistant Secretary	1/1/2014		
Dominion Solar Holdings III, LLC	Assistant Secretary	4/8/2015		
Dominion Solar Holdings IV, LLC	Assistant Secretary	4/19/2016		
Dominion Solar Projects A, Inc.	Assistant Secretary	4/28/2015		
Dominion Solar Projects B, Inc.	Assistant Secretary	4/28/2015		
Dominion Solar Projects C, Inc.	Assistant Secretary	4/14/2016		
Dominion Solar Projects D, Inc.	Assistant Secretary	4/14/2016		
Dominion Solar Projects I, Inc.	Assistant Secretary	3/31/2015		
Dominion Solar Projects II, Inc.	Assistant Secretary	3/31/2015		
Dominion Solar Projects III, Inc.	Assistant Secretary	4/7/2015		
Dominion Solar Projects IV, Inc.	Assistant Secretary	10/30/2015		
Dominion Solar Projects V, Inc.	Assistant Secretary	8/5/2016		
Dominion Solar Services, Inc.	Assistant Secretary	8/10/2015		

Name	Entity	Title	Effective Date	End Date
Karen W. Doggett (continued)	Dominion South Holdings I, Inc.	Assistant Secretary	1/1/2014	
	Dominion South Holdings II, LLC	Assistant Secretary	1/1/2014	
	Dominion State Line, LLC	Assistant Secretary	1/1/2014	
	Dominion Systems Group, LLC	Secretary	1/1/2014	
	Dominion Voltage, Inc.	Assistant Secretary	1/1/2014	
	Dominion Wholesale, Inc.	Assistant Secretary	1/1/2014	
	Dominion Wind Development, LLC	Assistant Secretary	1/21/2014	
	Dominion Wind Projects, Inc.	Assistant Secretary	1/1/2014	
	Eastern Shore Solar LLC	Assistant Secretary	11/12/2015	
	Farmington Properties, Inc.	Assistant Secretary	1/1/2014	
	First Dominion Capital, L.L.C.	Secretary	1/1/2014	
	Fowler I Holdings LLC	Assistant Secretary	1/1/2014	
	Fremont Farm, LLC	Assistant Secretary	6/29/2017	
	Governor's Land Associates	Secretary	3/31/2017	
	Hecate Energy Cherrydale LLC	Assistant Secretary	9/5/2017	
	Hecate Energy Clarke County LLC	Assistant Secretary	6/28/2017	
	Hope Gas, Inc.	Assistant Secretary	1/1/2014	
	Imperial Valley Solar Company (IVSC) 2, LLC	Assistant Secretary	7/14/2015	
	Indy Solar Development, LLC	Assistant Secretary	1/1/2014	
	Indy Solar I, LLC	Assistant Secretary	1/1/2014	
	Indy Solar II, LLC	Assistant Secretary	1/1/2014	
	Indy Solar III, LLC	Assistant Secretary	1/1/2014	
	Innovative Solar 37, LLC	Assistant Secretary	5/11/2017	
	Iroquois GP Holding Company, LLC	Assistant Secretary	8/10/2015	
	Louisiana Hydroelectric Capital, LLC	Secretary	1/1/2014	
	Maricopa West Solar PV, LLC	Assistant Secretary	11/12/2015	
	Moffett Solar 1, LLC	Assistant Secretary	11/21/2016	
	Moorings Farm 2, LLC	Assistant Secretary	6/29/2017	
	Mulberry Farm, LLC	Assistant Secretary	5/6/2014	
	Mustang Solar, LLC	Assistant Secretary	12/15/2017	
	North Star Generation, LLC	Assistant Secretary	1/1/2014	
	Pavant Solar LLC	Assistant Secretary	10/31/2014	
	Pikeville Farm, LLC	Assistant Secretary	10/18/2017	
	Prairie Fork Wind Farm, LLC	Assistant Secretary	1/1/2014	
	QPC Holding Company	Assistant Secretary	9/16/2016	
	Questar Energy Services, Inc.	Assistant Secretary	9/16/2016	
	Questar Field Services, LLC	Assistant Secretary	9/16/2016	
	Questar InfoComm, Inc.	Assistant Secretary	9/16/2016	
	Questar Project Employee Company	Assistant Secretary	9/16/2016	2/12/2018
	Questar Southern Trails Pipeline Company	Assistant Secretary	9/16/2016	
	RE Adams East LLC	Assistant Secretary	3/7/2014	
	RE Camelot LLC	Assistant Secretary	3/14/2014	
	RE Columbia Two LLC	Assistant Secretary	3/14/2014	
	RE Kansas LLC	Assistant Secretary	3/12/2014	
	RE Kent South LLC	Assistant Secretary	3/7/2014	
	RE Old River One LLC	Assistant Secretary	3/7/2014	
	Richland Solar Center, LLC	Assistant Secretary	4/13/2015	
	Ridgeland Solar Farm I, LLC	Assistant Secretary	11/21/2016	
	Sappony Solar LLC	Assistant Secretary	11/21/2016	
	SBL Holdco, LLC	Assistant Secretary	6/28/2016	
Scott-II Solar LLC	Assistant Secretary	11/21/2016		
Sedona Corp.	Assistant Secretary	12/29/2017		
Selmer Farm, LLC	Assistant Secretary	5/6/2014		
Somers Solar Center, LLC	Assistant Secretary	1/1/2014		
Southampton Solar LLC	Assistant Secretary	2/27/2017		
Stonehouse Development Company, LLC	Secretary	1/1/2014		
Summit Farms Solar, LLC	Assistant Secretary	8/31/2016		
TA - Acacia, LLC	Assistant Secretary	11/12/2014		
The East Ohio Gas Company	Assistant Secretary	1/1/2014		
Tredegar Solar Fund I, LLC	Assistant Secretary	1/1/2014		
Vidalia Gichner Holdings, Inc.	Secretary	1/1/2014		
Virginia Electric and Power Company	Assistant Corporate Secretary	1/1/2014		
Virginia Power Fuel Corporation	Assistant Secretary	1/1/2014		
Virginia Power Nuclear Services Company	Assistant Secretary	1/1/2014		

Name	Entity	Title	Effective Date	End Date
Karen W. Doggett (continued)	Virginia Power Services Energy Corp., Inc.	Assistant Secretary	1/1/2014	
	Virginia Power Services, LLC	Assistant Secretary	1/1/2014	
	Virginia Solar 2017 Projects LLC	Assistant Secretary	11/21/2016	
	VP Property, Inc.	Assistant Secretary	1/1/2014	
	Wakefield Solar, LLC	Assistant Secretary	11/1/2017	
	Wexpro Company	Assistant Secretary	9/16/2016	
	Wexpro Development Company	Assistant Secretary	9/16/2016	
	Wexpro II Company	Assistant Secretary	9/16/2016	
	Wilshire Holdings, LLC	Secretary	1/1/2014	
Name	Entity	Title	Effective Date	End Date
Pamela F. Faggert	96WI 8me LLC	Chief Environmental Officer and Senior Vice President - Sustainability	3/23/2017	
	Alamo Solar, LLC	Chief Environmental Officer and Senior Vice President - Sustainability	5/11/2016	
	Azalea Solar, LLC	Chief Environmental Officer and Senior Vice President - Sustainability	5/11/2016	
	Buckingham Solar I LLC	Chief Environmental Officer and Senior Vice President - Sustainability	11/21/2016	
	Catalina Solar 2, LLC	Chief Environmental Officer and Senior Vice President - Sustainability	5/11/2016	
	CID Solar, LLC	Chief Environmental Officer and Senior Vice President - Sustainability	5/11/2016	
	Clipperton Holdings LLC	Chief Environmental Officer and Senior Vice President - Sustainability	10/4/2017	
	Correctional Solar LLC	Chief Environmental Officer and Senior Vice President - Sustainability	11/21/2016	
	Cottonwood Solar, LLC	Chief Environmental Officer and Senior Vice President - Sustainability	5/11/2016	
	Cove Point GP Holding Company, LLC	Chief Environmental Officer and Senior Vice President - Sustainability	5/11/2016	
	Dominion ACP Holding, Inc.	Chief Environmental Officer and Senior Vice President - Sustainability	5/11/2016	
	Dominion Atlantic Coast Pipeline, LLC	Chief Environmental Officer and Senior Vice President - Sustainability	5/11/2016	
	Dominion Bridgeport Fuel Cell, LLC	Chief Environmental Officer and Senior Vice President - Sustainability	5/11/2016	
	Dominion Cogen WV, Inc.	Chief Environmental Officer and Senior Vice President - Sustainability	5/11/2016	
	Dominion Cove Point, Inc.	Chief Environmental Officer and Senior Vice President - Sustainability	5/11/2016	
	Dominion Energy Carolina Gas Transmission, LLC	Chief Environmental Officer and Senior Vice President - Sustainability	5/11/2016	
	Dominion Energy Fairless, LLC	Chief Environmental Officer and Senior Vice President - Sustainability	5/11/2016	
	Dominion Energy Gas Holdings, LLC	Chief Environmental Officer and Senior Vice President - Sustainability	5/10/2017	
	Dominion Energy Kewaunee, Inc.	Chief Environmental Officer and Senior Vice President - Sustainability	5/11/2016	
	Dominion Energy Manchester Street, Inc.	Chief Environmental Officer and Senior Vice President - Sustainability	5/11/2016	
	Dominion Energy Midstream GP, LLC	Chief Environmental Officer and Senior Vice President - Sustainability	5/11/2016	
	Dominion Energy Nuclear Connecticut, Inc.	Chief Environmental Officer and Senior Vice President - Sustainability	5/11/2016	
	Dominion Energy Overthrust Pipeline, LLC	Chief Environmental Officer and Senior Vice President - Sustainability	9/16/2016	
	Dominion Energy Questar Corporation	Chief Environmental Officer and Senior Vice President - Sustainability	9/16/2016	
	Dominion Energy Questar Pipeline Services, Inc.	Chief Environmental Officer and Senior Vice President - Sustainability	9/16/2016	
	Dominion Energy Questar Pipeline, LLC	Chief Environmental Officer and Senior Vice President - Sustainability	9/16/2016	
	Dominion Energy Services, Inc.	Chief Environmental Officer and Senior Vice President - Sustainability	5/11/2016	

Name	Entity	Title	Effective Date	End Date
Pamela F. Faggert (continued)	Dominion Energy Solar CA, LLC	Chief Environmental Officer and Senior Vice President - Sustainability	5/11/2016	
	Dominion Energy Transmission, Inc.	Chief Environmental Officer and Senior Vice President - Sustainability	5/11/2016	
	Dominion Energy Wexpro Services Company	Chief Environmental Officer and Senior Vice President - Sustainability	6/19/2017	
	Dominion Energy, Inc.	Chief Environmental Officer and Senior Vice President - Sustainability	5/11/2016	
	Dominion Fowler Ridge Wind, LLC	Chief Environmental Officer and Senior Vice President - Sustainability	5/11/2016	
	Dominion Gas Projects Company, LLC	Chief Environmental Officer and Senior Vice President - Sustainability	5/11/2016	
	Dominion Gathering & Processing, Inc.	Chief Environmental Officer and Senior Vice President - Sustainability	5/11/2016	
	Dominion Generation, Inc.	Chief Environmental Officer and Senior Vice President - Sustainability	5/11/2016	
	Dominion Greenbrier, Inc.	Chief Environmental Officer and Senior Vice President - Sustainability	5/11/2016	
	Dominion Keystone Pipeline Holdings, Inc.	Chief Environmental Officer and Senior Vice President - Sustainability	5/11/2016	
	Dominion Modular LNG Holdings, Inc.	Chief Environmental Officer and Senior Vice President - Sustainability	11/29/2017	
	Dominion Mt. Storm Wind, LLC	Chief Environmental Officer and Senior Vice President - Sustainability	5/11/2016	
	Dominion Natrium Holdings, Inc.	Chief Environmental Officer and Senior Vice President - Sustainability	5/11/2016	
	Dominion Nuclear Projects, Inc.	Chief Environmental Officer and Senior Vice President - Sustainability	5/11/2016	
	Dominion Oklahoma Texas Exploration & Production, Inc.	Chief Environmental Officer and Senior Vice President - Sustainability	5/11/2016	
	Dominion Person, Inc.	Chief Environmental Officer and Senior Vice President - Sustainability	5/11/2016	
	Dominion Solar Construction and Maintenance, LLC	Chief Environmental Officer and Senior Vice President - Sustainability	5/11/2016	
	Dominion Solar Gen-Tie, LLC	Chief Environmental Officer and Senior Vice President - Sustainability	5/11/2016	
	Dominion Solar Holdings I, LLC	Chief Environmental Officer and Senior Vice President - Sustainability	5/11/2016	
	Dominion Solar Holdings II, LLC	Chief Environmental Officer and Senior Vice President - Sustainability	5/11/2016	
	Dominion Solar Holdings III, LLC	Chief Environmental Officer and Senior Vice President - Sustainability	5/11/2016	
	Dominion Solar Holdings IV, LLC	Chief Environmental Officer and Senior Vice President - Sustainability	5/11/2016	
	Dominion Solar Projects A, Inc.	Chief Environmental Officer and Senior Vice President - Sustainability	5/11/2016	
	Dominion Solar Projects B, Inc.	Chief Environmental Officer and Senior Vice President - Sustainability	5/11/2016	
	Dominion Solar Projects C, Inc.	Chief Environmental Officer and Senior Vice President - Sustainability	5/11/2016	
	Dominion Solar Projects D, Inc.	Chief Environmental Officer and Senior Vice President - Sustainability	5/11/2016	
	Dominion Solar Projects I, Inc.	Chief Environmental Officer and Senior Vice President - Sustainability	5/11/2016	
	Dominion Solar Projects II, Inc.	Chief Environmental Officer and Senior Vice President - Sustainability	5/11/2016	
	Dominion Solar Projects III, Inc.	Chief Environmental Officer and Senior Vice President - Sustainability	5/11/2016	
	Dominion Solar Projects IV, Inc.	Chief Environmental Officer and Senior Vice President - Sustainability	5/11/2016	
Dominion Solar Projects V, Inc.	Chief Environmental Officer and Senior Vice President - Sustainability	8/5/2016		
Dominion Solar Services, Inc.	Chief Environmental Officer and Senior Vice President - Sustainability	5/11/2016		

Name	Entity	Title	Effective Date	End Date
Pamela F. Faggert (continued)	Dominion South Holdings I, Inc.	Chief Environmental Officer and Senior Vice President - Sustainability	5/11/2016	
	Dominion South Holdings II, LLC	Chief Environmental Officer and Senior Vice President - Sustainability	5/11/2016	
	Dominion Wholesale, Inc.	Chief Environmental Officer and Senior Vice President - Sustainability	5/11/2016	
	Eastern Shore Solar LLC	Chief Environmental Officer and Senior Vice President - Sustainability	5/11/2016	
	Farmington Properties, Inc.	Chief Environmental Officer and Senior Vice President - Sustainability	5/11/2016	
	Fremont Farm, LLC	Chief Environmental Officer and Senior Vice President - Sustainability	6/29/2017	
	Hecate Energy Cherrydale LLC	Chief Environmental Officer and Senior Vice President - Sustainability	9/5/2017	
	Hecate Energy Clarke County LLC	Chief Environmental Officer and Senior Vice President - Sustainability	6/28/2017	
	Hope Gas, Inc.	Chief Environmental Officer and Senior Vice President - Sustainability	5/11/2016	
	Imperial Valley Solar Company (IVSC) 2, LLC	Chief Environmental Officer and Senior Vice President - Sustainability	5/11/2016	
	Indy Solar Development, LLC	Chief Environmental Officer and Senior Vice President - Sustainability	5/11/2016	
	Indy Solar I, LLC	Chief Environmental Officer and Senior Vice President - Sustainability	5/11/2016	
	Indy Solar II, LLC	Chief Environmental Officer and Senior Vice President - Sustainability	5/11/2016	
	Indy Solar III, LLC	Chief Environmental Officer and Senior Vice President - Sustainability	5/11/2016	
	Innovative Solar 37, LLC	Chief Environmental Officer and Senior Vice President - Sustainability	5/11/2017	
	Maricopa West Solar PV, LLC	Chief Environmental Officer and Senior Vice President - Sustainability	5/11/2016	
	Moffett Solar 1, LLC	Chief Environmental Officer and Senior Vice President - Sustainability	11/21/2016	
	Moorings Farm 2, LLC	Chief Environmental Officer and Senior Vice President - Sustainability	6/29/2017	
	Mulberry Farm, LLC	Chief Environmental Officer and Senior Vice President - Sustainability	5/11/2016	
	Mustang Solar, LLC	Chief Environmental Officer and Senior Vice President - Sustainability	12/15/2017	
	North Star Generation, LLC	Chief Environmental Officer and Senior Vice President - Sustainability	5/11/2016	
	Pavant Solar LLC	Chief Environmental Officer and Senior Vice President - Sustainability	5/11/2016	
	Pikeville Farm, LLC	Chief Environmental Officer and Senior Vice President - Sustainability	10/18/2017	
	Prairie Fork Wind Farm, LLC	Chief Environmental Officer and Senior Vice President - Sustainability	5/11/2016	
	QPC Holding Company	Chief Environmental Officer and Senior Vice President - Sustainability	9/16/2016	
	Questar Energy Services, Inc.	Chief Environmental Officer and Senior Vice President - Sustainability	9/16/2016	
	Questar Field Services, LLC	Chief Environmental Officer and Senior Vice President - Sustainability	9/16/2016	
	Questar InfoComm, Inc.	Chief Environmental Officer and Senior Vice President - Sustainability	9/16/2016	
	Questar Project Employee Company	Chief Environmental Officer and Senior Vice President - Sustainability	9/16/2016	2/12/2018
	Questar Southern Trails Pipeline Company	Chief Environmental Officer and Senior Vice President - Sustainability	9/16/2016	
RE Adams East LLC	Chief Environmental Officer and Senior Vice President - Sustainability	5/11/2016		
RE Camelot LLC	Chief Environmental Officer and Senior Vice President - Sustainability	5/11/2016		

Name	Entity	Title	Effective Date	End Date
Pamela F. Faggert (continued)	RE Columbia Two LLC	Chief Environmental Officer and Senior Vice President - Sustainability	5/11/2016	
	RE Kansas LLC	Chief Environmental Officer and Senior Vice President - Sustainability	5/11/2016	
	RE Kent South LLC	Chief Environmental Officer and Senior Vice President - Sustainability	5/11/2016	
	RE Old River One LLC	Chief Environmental Officer and Senior Vice President - Sustainability	5/11/2016	
	Richland Solar Center, LLC	Chief Environmental Officer and Senior Vice President - Sustainability	5/11/2016	
	Ridgeland Solar Farm I, LLC	Chief Environmental Officer and Senior Vice President - Sustainability	11/21/2016	
	Sappony Solar LLC	Chief Environmental Officer and Senior Vice President - Sustainability	11/21/2016	
	SBL Holdco, LLC	Chief Environmental Officer and Senior Vice President - Sustainability	6/28/2016	
	Scott-II Solar LLC	Chief Environmental Officer and Senior Vice President - Sustainability	11/21/2016	
	Selmer Farm, LLC	Chief Environmental Officer and Senior Vice President - Sustainability	5/11/2016	
	Somers Solar Center, LLC	Chief Environmental Officer and Senior Vice President - Sustainability	5/11/2016	
	Southampton Solar LLC	Chief Environmental Officer and Senior Vice President - Sustainability	2/27/2017	
	Summit Farms Solar, LLC	Chief Environmental Officer and Senior Vice President - Sustainability	8/31/2016	
	TA - Acacia, LLC	Chief Environmental Officer and Senior Vice President - Sustainability	5/11/2016	
	The East Ohio Gas Company	Chief Environmental Officer and Senior Vice President - Sustainability	5/11/2016	
	Virginia Electric and Power Company	Chief Environmental Officer and Senior Vice President - Sustainability	5/11/2016	
	Virginia Solar 2017 Projects LLC	Chief Environmental Officer and Senior Vice President - Sustainability	11/21/2016	
	Wakefield Solar, LLC	Chief Environmental Officer and Senior Vice President - Sustainability	11/1/2017	
	Wexpro Company	Chief Environmental Officer and Senior Vice President - Sustainability	9/16/2016	
	Wexpro Development Company	Chief Environmental Officer and Senior Vice President - Sustainability	9/16/2016	
Wexpro II Company	Chief Environmental Officer and Senior Vice President - Sustainability	9/16/2016		
Name	Entity	Title	Effective Date	End Date
Thomas F. Farrell, II	Dominion Alternative Energy Holdings, Inc.	President	10/10/2012	
	Dominion Cove Point, Inc.	Director	6/20/2014	
	Dominion Energy Carolina Gas Services, Inc.	President and Chief Executive Officer	7/16/2015	
	Dominion Energy Gas Holdings, LLC	Chairman of the Board	3/24/2014	
	Dominion Energy Gas Holdings, LLC	Chief Executive Officer	9/12/2013	
	Dominion Energy Midstream GP, LLC	President, Chairman and CEO	2/26/2015	
	Dominion Energy Payroll Company, Inc.	President	6/10/2013	
	Dominion Energy Questar Corporation	Chief Executive Officer	9/16/2016	
	Dominion Energy Services, Inc.	Chairman of the Board	1/1/2006	
	Dominion Energy Services, Inc.	President and Chief Executive Officer	1/1/2013	
	Dominion Energy Technologies II, Inc.	President	10/10/2012	
	Dominion Energy Technologies, Inc.	President	10/10/2012	
	Dominion Energy, Inc.	Chairman	4/27/2007	
	Dominion Energy, Inc.	President and Chief Executive Officer	1/1/2006	
	Dominion Generation, Inc.	Chairman of the Board	1/1/2006	
	Dominion Investments, Inc.	President	11/1/2012	
	Dominion MLP Holding Company II, Inc.	President and Chief Executive Officer	3/18/2015	
	Dominion MLP Holding Company III, Inc.	President and Chief Executive Officer	9/24/2015	
	Dominion MLP Holding Company, LLC	Chief Executive Officer	3/11/2014	
	Dominion Projects Services, Inc.	President and Chief Executive Officer	3/18/2015	
Dominion Voltage, Inc.	President	10/10/2012		

Name	Entity	Title	Effective Date	End Date
Thomas F. Farrell, II	Tredegear Solar Fund I, LLC	Manager	12/20/2012	
	Tredegear Solar Fund I, LLC	President	10/10/2012	
	Virginia Electric and Power Company	Chairman	2/1/2006	
	Virginia Electric and Power Company	Chief Executive Officer	2/1/2006	
	Virginia Electric and Power Company	Executive Committee Member	7/18/2002	
Name	Entity	Title	Effective Date	End Date
George Fearnow	CNG Coal Company	Controller	5/1/2016	4/30/2018
	Cove Point GP Holding Company, LLC	Controller	5/1/2016	4/30/2018
	Dominion ACP Holding, Inc.	Controller	5/1/2016	4/30/2018
	Dominion Atlantic Coast Pipeline, LLC	Controller	5/1/2016	4/30/2018
	Dominion Brine, LLC	Controller	5/1/2016	4/30/2018
	Dominion Cove Point, Inc.	Controller	5/1/2016	4/30/2018
	Dominion Energy Carolina Gas Transmission, LLC	Controller	5/1/2016	4/30/2018
	Dominion Energy Overthrust Pipeline, LLC	Controller	11/1/2017	4/30/2018
	Dominion Energy Questar Corporation	Controller	11/1/2017	4/30/2018
	Dominion Energy Questar Pipeline Services, Inc.	Controller	11/1/2017	4/30/2018
	Dominion Energy Questar Pipeline, LLC	Controller	11/1/2017	4/30/2018
	Dominion Energy Transmission, Inc.	Controller	5/1/2016	4/30/2018
	Dominion Energy Wexpro Services Company	Controller	11/1/2017	4/30/2018
	Dominion Gas Projects Company, LLC	Controller	5/1/2016	4/30/2018
	Dominion Gathering & Processing, Inc.	Controller	5/1/2016	4/30/2018
	Dominion Greenbrier, Inc.	Controller	5/1/2016	4/30/2018
	Dominion Iroquois, Inc.	Controller	5/1/2016	4/30/2018
	Dominion Keystone Pipeline Holdings, Inc.	Controller	5/1/2016	4/30/2018
	Dominion Keystone Pipeline, LLC	Controller	5/1/2016	4/30/2018
	Dominion Modular LNG Holdings, Inc.	Controller	11/29/2017	4/30/2018
	Dominion Natrium Holdings, Inc.	Controller	5/1/2016	4/30/2018
	Dominion Oklahoma Texas Exploration & Production, Inc.	Controller	5/1/2016	4/30/2018
	Dominion South Holdings I, Inc.	Controller	5/1/2016	4/30/2018
	Dominion South Holdings II, LLC	Controller	5/1/2016	4/30/2018
	Farmington Properties, Inc.	Controller	5/1/2016	4/30/2018
	Hope Gas, Inc.	Controller	5/1/2016	4/30/2018
	Iroquois GP Holding Company, LLC	Controller	5/1/2016	4/30/2018
	QPC Holding Company	Controller	11/1/2017	4/30/2018
	Questar Energy Services, Inc.	Controller	11/1/2017	4/30/2018
	Questar Field Services, LLC	Controller	11/1/2017	4/30/2018
	Questar InfoComm, Inc.	Controller	11/1/2017	4/30/2018
	Questar Project Employee Company	Controller	11/1/2017	2/12/2018
	Questar Southern Trails Pipeline Company	Controller	11/1/2017	4/30/2018
The East Ohio Gas Company	Controller	5/1/2016	4/30/2018	
Wexpro Company	Controller	11/1/2017	4/30/2018	
Wexpro Development Company	Controller	11/1/2017	4/30/2018	
Wexpro II Company	Controller	11/1/2017	4/30/2018	
Name	Entity	Title	Effective Date	End Date
Simon C. Hodges	Dominion Alternative Energy Holdings, Inc.	Vice President - Corporate Strategy and Financial Analysis	7/1/2016	
	Dominion Energy Gas Holdings, LLC	Vice President - Corporate Strategy & Financial Analysis and Chief Risk Officer	1/1/2017	
	Dominion Energy Midstream GP, LLC	Vice President - Corporate Strategy & Financial Analysis and Chief Risk Officer	1/1/2017	
	Dominion Energy Services, Inc.	Vice President - Corporate Strategy & Financial Analysis and Chief Risk Officer	1/1/2017	
	Dominion Energy Technologies II, Inc.	Vice President - Corporate Strategy and Financial Analysis	7/1/2016	
	Dominion Energy Technologies, Inc.	Vice President - Corporate Strategy and Financial Analysis	7/1/2016	
	Dominion Energy, Inc.	Vice President - Corporate Strategy & Financial Analysis and Chief Risk Officer	1/1/2017	
	Dominion Voltage, Inc.	Vice President - Corporate Strategy and Financial Analysis	7/1/2016	
	Tredegear Solar Fund I, LLC	Vice President - Corporate Strategy and Financial Analysis	7/1/2016	

Name	Entity	Title	Effective Date	End Date
Simon C. Hodges (continued)	Virginia Electric and Power Company	Vice President - Corporate Strategy & Financial Analysis and Chief Risk Officer	1/1/2017	
Name	Entity	Title	Effective Date	End Date
David C. Holden	Cove Point GP Holding Company, LLC	Vice President - Enterprise Risk Management	5/12/2017	
	Dominion Cove Point, Inc.	Vice President - Enterprise Risk Management	1/1/2017	
	Dominion Energy Fairless, LLC	Vice President - Enterprise Risk Management	5/12/2017	
	Dominion Energy Field Services, Inc.	Vice President - Enterprise Risk Management	5/12/2017	
	Dominion Energy Fuel Services, Inc.	Vice President - Enterprise Risk Management	1/1/2017	
	Dominion Energy Gas Holdings, LLC	Vice President - Enterprise Risk Management	5/10/2017	
	Dominion Energy Generation Marketing, Inc.	Vice President - Enterprise Risk Management	5/12/2017	
	Dominion Energy Midstream GP, LLC	Vice President - Enterprise Risk Management	5/10/2017	
	Dominion Energy Nuclear Connecticut, Inc.	Vice President - Enterprise Risk Management	5/12/2017	
	Dominion Energy Services, Inc.	Vice President - Enterprise Risk Management	12/1/2001	
	Dominion Energy Solutions, Inc.	Vice President - Enterprise Risk Management	1/1/2017	
	Dominion Energy Transmission, Inc.	Vice President - Enterprise Risk Management	1/1/2017	
	Dominion Energy, Inc.	Vice President - Enterprise Risk Management	1/1/2017	
	Dominion Generation, Inc.	Vice President - Enterprise Risk Management	8/1/2001	
	Dominion Oklahoma Texas Exploration & Production, Inc.	Vice President - Enterprise Risk Management	1/1/2017	
	Hope Gas, Inc.	Vice President - Enterprise Risk Management	1/1/2017	
	The East Ohio Gas Company	Vice President - Enterprise Risk Management	1/1/2017	
	Virginia Electric and Power Company	Vice President - Enterprise Risk Management	1/1/2017	
Name	Entity	Title	Effective Date	End Date
Darius A. Johnson	96WI 8me LLC	Assistant Treasurer	3/23/2017	
	Alamo Solar, LLC	Assistant Treasurer	11/1/2016	
	Atlantic Coast Pipeline, LLC	Assistant Treasurer	11/1/2016	
	Azalea Solar, LLC	Assistant Treasurer	11/1/2016	
	Buckingham Solar 1 LLC	Assistant Treasurer	11/21/2016	
	Catalina Solar 2, LLC	Assistant Treasurer	11/1/2016	
	CID Solar, LLC	Assistant Treasurer	11/1/2016	
	Clipperton Holdings LLC	Assistant Treasurer	10/4/2017	
	CNG Coal Company	Assistant Treasurer	11/1/2016	
	CNG Power Services Corporation	Assistant Treasurer	11/1/2016	
	Correctional Solar LLC	Assistant Treasurer	11/21/2016	
	Cottonwood Solar, LLC	Assistant Treasurer	11/1/2016	
	Cove Point GP Holding Company, LLC	Assistant Treasurer	11/1/2016	
	Dominion ACP Holding, Inc.	Assistant Treasurer	11/1/2016	
	Dominion Alternative Energy Holdings, Inc.	Assistant Treasurer	11/1/2016	
	Dominion Atlantic Coast Pipeline, LLC	Assistant Treasurer	11/1/2016	
	Dominion Bridgeport Fuel Cell, LLC	Assistant Treasurer	11/1/2016	
	Dominion Brine, LLC	Assistant Treasurer	11/1/2016	
	Dominion Capital REMIC, Inc.	Assistant Treasurer	11/1/2016	
	Dominion Capital, Inc.	Assistant Treasurer	11/1/2016	
Dominion Cove Point, Inc.	Assistant Treasurer	11/1/2016		
Dominion Energy Carolina Gas Services, Inc.	Assistant Treasurer	11/1/2016		
Dominion Energy Carolina Gas Transmission, LLC	Assistant Treasurer	11/1/2016		

Name	Entity	Title	Effective Date	End Date
Darius A. Johnson (continued)	Dominion Energy Fairless, LLC	Assistant Treasurer	11/1/2016	
	Dominion Energy Field Services, Inc.	Assistant Treasurer	11/1/2016	
	Dominion Energy Kewaunee, Inc.	Assistant Treasurer	11/1/2016	
	Dominion Energy Manchester Street, Inc.	Assistant Treasurer	11/1/2016	
	Dominion Energy Midstream GP, LLC	Assistant Treasurer	11/1/2016	
	Dominion Energy Nuclear Connecticut, Inc.	Assistant Treasurer	11/1/2016	
	Dominion Energy Overthrust Pipeline, LLC	Assistant Treasurer	11/1/2016	
	Dominion Energy Payroll Company, Inc.	Assistant Treasurer	11/1/2016	
	Dominion Energy Questar Corporation	Assistant Treasurer	11/1/2016	
	Dominion Energy Questar Pipeline Services, Inc.	Assistant Treasurer	11/1/2016	
	Dominion Energy Questar Pipeline, LLC	Assistant Treasurer	11/1/2016	
	Dominion Energy Services, Inc.	Assistant Treasurer	11/1/2016	
	Dominion Energy Solar CA, LLC	Assistant Treasurer	11/1/2016	
	Dominion Energy Solutions, Inc.	Assistant Treasurer	11/1/2016	
	Dominion Energy Technical Solutions, Inc.	Assistant Treasurer	11/1/2016	
	Dominion Energy Technologies II, Inc.	Assistant Treasurer	11/1/2016	
	Dominion Energy Technologies, Inc.	Assistant Treasurer	11/1/2016	
	Dominion Energy Terminal Company, Inc.	Assistant Treasurer	11/1/2016	
	Dominion Energy Transmission, Inc.	Assistant Treasurer	11/1/2016	
	Dominion Energy Wexpro Services Company	Assistant Treasurer	6/19/2017	
	Dominion Energy, Inc.	Assistant Treasurer	11/1/2016	
	Dominion Equipment III, Inc.	Assistant Treasurer	11/1/2016	
	Dominion Equipment, Inc.	Assistant Treasurer	11/1/2016	
	Dominion Fairless Hills, Inc.	Assistant Treasurer	11/1/2016	
	Dominion Fowler Ridge Wind, LLC	Assistant Treasurer	11/1/2016	
	Dominion Gas Projects Company, LLC	Assistant Treasurer	11/1/2016	
	Dominion Gathering & Processing, Inc.	Assistant Treasurer	11/1/2016	
	Dominion Generation Corporation	Assistant Treasurer	11/1/2016	5/10/2017
	Dominion Generation, Inc.	Assistant Treasurer	11/1/2016	
	Dominion Greenbrier, Inc.	Assistant Treasurer	11/1/2016	
	Dominion High Voltage Holdings, Inc.	Assistant Treasurer	11/1/2016	
	Dominion High Voltage MidAtlantic, Inc.	Assistant Treasurer	11/1/2016	
	Dominion Investments, Inc.	Assistant Treasurer	11/1/2016	
	Dominion Iroquois, Inc.	Assistant Treasurer	11/1/2016	
	Dominion Keystone Pipeline Holdings, Inc.	Assistant Treasurer	11/1/2016	
	Dominion Keystone Pipeline, LLC	Assistant Treasurer	11/1/2016	
	Dominion MLP Holding Company II, Inc.	Assistant Treasurer	11/1/2016	
	Dominion MLP Holding Company III, Inc.	Assistant Treasurer	11/1/2016	
	Dominion Modular LNG Holdings, Inc.	Assistant Treasurer	11/29/2017	
	Dominion Mt. Storm Wind, LLC	Assistant Treasurer	11/1/2016	
	Dominion Natrium Holdings, Inc.	Assistant Treasurer	11/1/2016	
	Dominion North Star Generation, Inc.	Assistant Treasurer	11/1/2016	
	Dominion Nuclear Projects, Inc.	Assistant Treasurer	11/1/2016	
	Dominion Oklahoma Texas Exploration & Production, Inc.	Assistant Treasurer	11/1/2016	
	Dominion Person, Inc.	Assistant Treasurer	11/1/2016	
	Dominion Privatization Florida, LLC	Assistant Treasurer	11/1/2016	
	Dominion Privatization Georgia, LLC	Assistant Treasurer	11/1/2016	
	Dominion Privatization Holdings, Inc.	Assistant Treasurer	11/1/2016	
	Dominion Privatization Kentucky, LLC	Assistant Treasurer	11/1/2016	
	Dominion Privatization South Carolina, LLC	Assistant Treasurer	11/1/2016	
Dominion Privatization Texas, LLC	Assistant Treasurer	11/1/2016		
Dominion Products and Services, Inc.	Assistant Treasurer	11/1/2016		
Dominion Projects Services, Inc.	Assistant Treasurer	11/1/2016		
Dominion Solar Construction and Maintenance, LLC	Assistant Treasurer	11/1/2016		
Dominion Solar Gen-Tie, LLC	Assistant Treasurer	11/1/2016		
Dominion Solar Holdings I, LLC	Assistant Treasurer	11/1/2016		
Dominion Solar Holdings II, LLC	Assistant Treasurer	11/1/2016		
Dominion Solar Holdings III, LLC	Assistant Treasurer	11/1/2016		
Dominion Solar Holdings IV, LLC	Assistant Treasurer	11/1/2016		
Dominion Solar Projects A, Inc.	Assistant Treasurer	11/1/2016		
Dominion Solar Projects B, Inc.	Assistant Treasurer	11/1/2016		
Dominion Solar Projects C, Inc.	Assistant Treasurer	11/1/2016		
Dominion Solar Projects D, Inc.	Assistant Treasurer	11/1/2016		
Dominion Solar Projects I, Inc.	Assistant Treasurer	11/1/2016		

Name	Entity	Title	Effective Date	End Date
Darius A. Johnson (continued)	Dominion Solar Projects II, Inc.	Assistant Treasurer	11/1/2016	
	Dominion Solar Projects III, Inc.	Assistant Treasurer	11/1/2016	
	Dominion Solar Projects IV, Inc.	Assistant Treasurer	11/1/2016	
	Dominion Solar Projects V, Inc.	Assistant Treasurer	11/1/2016	
	Dominion Solar Services, Inc.	Assistant Treasurer	11/1/2016	
	Dominion South Holdings I, Inc.	Assistant Treasurer	11/1/2016	
	Dominion South Holdings II, LLC	Assistant Treasurer	11/1/2016	
	Dominion State Line, LLC	Assistant Treasurer	11/1/2016	
	Dominion Voltage, Inc.	Assistant Treasurer	11/1/2016	
	Dominion Wholesale, Inc.	Assistant Treasurer	11/1/2016	
	Dominion Wind Development, LLC	Assistant Treasurer	11/1/2016	
	Dominion Wind Projects, Inc.	Assistant Treasurer	11/1/2016	
	Eastern Shore Solar LLC	Assistant Treasurer	11/1/2016	
	Farmington Properties, Inc.	Assistant Treasurer	11/1/2016	
	Four Brothers Solar, LLC	Treasurer	11/1/2016	
	Fremont Farm, LLC	Assistant Treasurer	6/29/2017	
	Granite Mountain Holdings, LLC	Treasurer	11/1/2016	
	Hecate Energy Cherrydale LLC	Assistant Treasurer	9/5/2017	
	Hecate Energy Clarke County LLC	Assistant Treasurer	6/28/2017	
	Hope Gas, Inc.	Assistant Treasurer	11/1/2016	
	Imperial Valley Solar Company (IVSC) 2, LLC	Assistant Treasurer	11/1/2016	
	Indy Solar Development, LLC	Assistant Treasurer	11/1/2016	
	Indy Solar I, LLC	Assistant Treasurer	11/1/2016	
	Indy Solar II, LLC	Assistant Treasurer	11/1/2016	
	Indy Solar III, LLC	Assistant Treasurer	11/1/2016	
	Innovative Solar 37, LLC	Assistant Treasurer	5/11/2017	
	Iron Springs Holdings, LLC	Treasurer	11/1/2016	
	Iroquois GP Holding Company, LLC	Assistant Treasurer	11/1/2016	
	Maricopa West Solar PV, LLC	Assistant Treasurer	11/1/2016	
	Moffett Solar 1, LLC	Assistant Treasurer	11/21/2016	
	Moorings Farm 2, LLC	Assistant Treasurer	6/29/2017	
	Mulberry Farm, LLC	Assistant Treasurer	11/1/2016	
	Mustang Solar, LLC	Assistant Treasurer	12/15/2017	
	North Star Generation, LLC	Assistant Treasurer	11/1/2016	
	Pavant Solar LLC	Assistant Treasurer	11/1/2016	
	Pikeville Farm, LLC	Assistant Treasurer	10/18/2017	
	Prairie Fork Wind Farm, LLC	Assistant Treasurer	11/1/2016	
	QPC Holding Company	Assistant Treasurer	11/1/2016	
	Questar Energy Services, Inc.	Assistant Treasurer	11/1/2016	
	Questar Field Services, LLC	Assistant Treasurer	11/1/2016	
	Questar InfoComm, Inc.	Assistant Treasurer	11/1/2016	
	Questar Project Employee Company	Assistant Treasurer	11/1/2016	2/12/2018
	Questar Southern Trails Pipeline Company	Assistant Treasurer	11/1/2016	
	RE Adams East LLC	Assistant Treasurer	11/1/2016	
	RE Camelot LLC	Assistant Treasurer	11/1/2016	
	RE Columbia Two LLC	Assistant Treasurer	11/1/2016	
	RE Kansas LLC	Assistant Treasurer	11/1/2016	
	RE Kent South LLC	Assistant Treasurer	11/1/2016	
	RE Old River One LLC	Assistant Treasurer	11/1/2016	
	Richland Solar Center, LLC	Assistant Treasurer	11/1/2016	
Ridgeland Solar Farm I, LLC	Assistant Treasurer	11/21/2016		
Sappony Solar LLC	Assistant Treasurer	11/21/2016		
SBL Holdco, LLC	Assistant Treasurer	11/1/2016		
Scott-II Solar LLC	Assistant Treasurer	11/21/2016		
Selmer Farm, LLC	Assistant Treasurer	11/1/2016		
Somers Solar Center, LLC	Assistant Treasurer	11/1/2016		
Southampton Solar LLC	Assistant Treasurer	2/27/2017		
Summit Farms Solar, LLC	Assistant Treasurer	11/1/2016		
TA - Acacia, LLC	Assistant Treasurer	11/1/2016		
The East Ohio Gas Company	Assistant Treasurer	11/1/2016		
Tredegar Solar Fund I, LLC	Assistant Treasurer	11/1/2016		
Vidalia Gichner Holdings, Inc.	Assistant Treasurer	11/1/2016		
Virginia Electric and Power Company	Assistant Treasurer	11/1/2016		
Virginia Power Fuel Corporation	Assistant Treasurer	11/1/2016		

Name	Entity	Title	Effective Date	End Date
Darius A. Johnson (continued)	Virginia Power Services, LLC	Assistant Treasurer	11/1/2016	
	Virginia Solar 2017 Projects LLC	Assistant Treasurer	11/21/2016	
	VP Property, Inc.	Assistant Treasurer	11/1/2016	
	Wakefield Solar, LLC	Assistant Treasurer	11/1/2017	
	Wexpro Company	Assistant Treasurer	11/1/2016	
	Wexpro Development Company	Assistant Treasurer	11/1/2016	
	Wexpro II Company	Assistant Treasurer	11/1/2016	
	Wilshire Holdings, LLC	Assistant Treasurer	11/1/2016	
Name	Entity	Title	Effective Date	End Date
Colleen Larkin Bell	Dominion Energy Questar Corporation	Vice President	9/16/2016	5/9/2017
	Dominion Energy Questar Corporation	Vice President and General Manager - Western Distribution	5/10/2017	
Name	Entity	Title	Effective Date	End Date
Diane Leopold	Blue Racer Midstream, LLC	Management Committee - Member Representative	6/1/2016	
	CNG Coal Company	Director	1/1/2017	
	CNG Coal Company	President	1/1/2014	
	Cove Point GP Holding Company, LLC	President	3/11/2014	
	Dominion ACP Holding, Inc.	Director	1/1/2017	
	Dominion ACP Holding, Inc.	President	8/27/2014	
	Dominion Atlantic Coast Pipeline, LLC	President	8/28/2014	
	Dominion Brine, LLC	President	1/1/2014	
	Dominion Cove Point, Inc.	Director	1/1/2017	
	Dominion Cove Point, Inc.	President	1/1/2014	
	Dominion Energy Carolina Gas Transmission, LLC	President	1/31/2015	
	Dominion Energy Field Services, Inc.	Director	1/1/2017	
	Dominion Energy Field Services, Inc.	President	6/1/2016	
	Dominion Energy Fuel Services, Inc.	Director	1/1/2017	
	Dominion Energy Fuel Services, Inc.	President	1/1/2017	
	Dominion Energy Gas Holdings, LLC	President	1/1/2017	
	Dominion Energy Midstream GP, LLC	Director	2/23/2017	
	Dominion Energy Midstream GP, LLC	Executive Vice President and President & CEO - Gas Infrastructure Group	5/10/2017	
	Dominion Energy Midstream GP, LLC	Senior Vice President and President & Chief Executive Officer - Dominion Energy	1/1/2017	5/9/2017
	Dominion Energy Overthrust Pipeline, LLC	President	8/1/2017	
	Dominion Energy Questar Corporation	Director	1/1/2017	
	Dominion Energy Questar Corporation	President	8/1/2017	
	Dominion Energy Questar Pipeline Services, Inc.	Director	1/1/2017	
	Dominion Energy Questar Pipeline Services, Inc.	President	8/1/2017	
	Dominion Energy Questar Pipeline, LLC	President	8/1/2017	
	Dominion Energy Solutions, Inc.	Director	1/1/2017	
	Dominion Energy Solutions, Inc.	President	3/16/2016	
	Dominion Energy Transmission, Inc.	Director	1/1/2017	
	Dominion Energy Transmission, Inc.	President	1/1/2014	
	Dominion Energy Wexpro Services Company	Director	6/19/2017	
	Dominion Energy Wexpro Services Company	President	8/1/2017	
	Dominion Energy, Inc.	Executive Vice President and President & CEO - Gas Infrastructure Group	5/10/2017	
	Dominion Energy, Inc.	Senior Vice President and President & CEO - Dominion Energy	1/1/2017	5/9/2017
	Dominion Gas Projects Company, LLC	President	1/1/2014	
	Dominion Gathering & Processing, Inc.	Director	1/1/2017	
	Dominion Gathering & Processing, Inc.	President	9/25/2015	
	Dominion Greenbrier, Inc.	Director	1/1/2017	
	Dominion Greenbrier, Inc.	President	1/1/2014	
	Dominion Iroquois, Inc.	Director	1/1/2017	
	Dominion Iroquois, Inc.	President	1/1/2014	
Dominion Keystone Pipeline Holdings, Inc.	Director	1/1/2017		
Dominion Keystone Pipeline Holdings, Inc.	President	1/1/2014		
Dominion Keystone Pipeline, LLC	President	1/1/2014		
Dominion MLP Holding Company II, Inc.	Director	1/1/2017		

Name	Entity	Title	Effective Date	End Date
Diane Leopold (continued)	Dominion Modular LNG Holdings, Inc.	Director	11/29/2017	
	Dominion Modular LNG Holdings, Inc.	President	11/29/2017	
	Dominion Natrium Holdings, Inc.	Director	1/1/2017	
	Dominion Natrium Holdings, Inc.	President	1/1/2014	
	Dominion Oklahoma Texas Exploration & Production, Inc.	Director	1/1/2017	
	Dominion Oklahoma Texas Exploration & Production, Inc.	President	1/1/2014	
	Dominion Products and Services, Inc.	Director	1/1/2017	2/9/2017
	Dominion Products and Services, Inc.	President	6/1/2016	2/9/2017
	Dominion South Holdings I, Inc.	Director	1/1/2017	
	Dominion South Holdings I, Inc.	President	1/1/2014	
	Dominion South Holdings II, LLC	President	1/1/2014	
	Farmington Properties, Inc.	Director	1/1/2017	
	Farmington Properties, Inc.	President	1/1/2014	
	Hope Gas, Inc.	Director	1/1/2017	
	Hope Gas, Inc.	President	1/1/2014	
	Iroquois GP Holding Company, LLC	President	8/10/2015	
	QPC Holding Company	Director	1/1/2017	
	QPC Holding Company	President	8/1/2017	
	Questar Energy Services, Inc.	Director	1/1/2017	
	Questar Energy Services, Inc.	President	8/1/2017	
	Questar Field Services, LLC	President	8/1/2017	
	Questar InfoComm, Inc.	Director	1/1/2017	
	Questar InfoComm, Inc.	President	8/1/2017	
	Questar Project Employee Company	Director	1/1/2017	2/12/2018
	Questar Project Employee Company	President	8/1/2017	2/12/2018
	Questar Southern Trails Pipeline Company	Director	1/1/2017	
	Questar Southern Trails Pipeline Company	President	8/1/2017	
	The East Ohio Gas Company	Director	1/1/2017	
	The East Ohio Gas Company	President	1/1/2014	
	Wexpro Company	Director	1/1/2017	
Wexpro Company	President	8/1/2017		
Wexpro Development Company	Director	1/1/2017		
Wexpro Development Company	President	8/1/2017		
Wexpro II Company	Director	1/1/2017		
Wexpro II Company	President	8/1/2017		
Name	Entity	Title	Effective Date	End Date
Mark F. McGettrick	Dominion Capital, Inc.	Director	6/1/2009	
	Dominion Cove Point, Inc.	Director	6/20/2014	
		Executive Vice President and Chief Financial Officer	7/16/2015	
	Dominion Energy Carolina Gas Services, Inc.	Director	9/12/2013	
	Dominion Energy Gas Holdings, LLC	Executive Vice President and Chief Financial Officer	9/12/2013	
	Dominion Energy Gas Holdings, LLC	Director	3/11/2014	
	Dominion Energy Midstream GP, LLC	Executive Vice President and Chief Financial Officer	3/11/2014	
	Dominion Energy Midstream GP, LLC	Executive Vice President	6/10/2013	5/9/2017
	Dominion Energy Payroll Company, Inc.	Executive Vice President and Chief Financial Officer	5/10/2017	
	Dominion Energy Payroll Company, Inc.	Executive Vice President and Chief Financial Officer	9/16/2016	
	Dominion Energy Services, Inc.	Director	6/1/2009	
	Dominion Energy Services, Inc.	Executive Vice President	6/1/2009	5/9/2017
	Dominion Energy Services, Inc.	Executive Vice President and Chief Financial Officer	5/10/2017	
	Dominion Energy Services, Inc.	Executive Vice President and Chief Financial Officer	6/1/2009	
	Dominion Energy, Inc.	Director	6/1/2009	
	Dominion Generation, Inc.	Executive Vice President and Chief Financial Officer	11/1/2012	
	Dominion Investments, Inc.	Director	6/1/2009	
	Dominion Land Management Company - Williamsburg	Director	6/1/2009	
	Dominion Lands - Williamsburg, Inc.	Director	6/1/2009	
	Dominion Lands, Inc.	Director	6/1/2009	
Dominion Lands, Inc.	President	6/1/2009		

Name	Entity	Title	Effective Date	End Date
Mark F. McGettrick (continued)	Dominion MLP Holding Company II, Inc.	Executive Vice President and Chief Financial Officer	3/18/2015	
	Dominion MLP Holding Company III, Inc.	Director	9/24/2015	
	Dominion MLP Holding Company III, Inc.	Executive Vice President and Chief Financial Officer	9/24/2015	
	Dominion MLP Holding Company, LLC	Executive Vice President and Chief Financial Officer	3/11/2014	
	Dominion Projects Services, Inc.	Executive Vice President and Chief Financial Officer	3/18/2015	
	Sedona Corp.	Director	12/29/2017	
	Sedona Corp.	President	12/29/2017	
	Virginia Electric and Power Company	Director	6/1/2009	
	Virginia Electric and Power Company	Executive Vice President and Chief Financial Officer	6/1/2009	
	Virginia Electric and Power Company	Executive Committee Member	6/1/2009	
Name	Entity	Title	Effective Date	End Date
Morenike K. Miles	96WI 8me LLC	Vice President - Shared Services	3/23/2017	12/31/2017
	Alamo Solar, LLC	Vice President - Shared Services	1/1/2017	12/31/2017
	Azalea Solar, LLC	Vice President - Shared Services	1/1/2017	12/31/2017
	Buckingham Solar I LLC	Vice President - Shared Services	1/1/2017	12/31/2017
	Catalina Solar 2, LLC	Vice President - Shared Services	1/1/2017	12/31/2017
	CID Solar, LLC	Vice President - Shared Services	1/1/2017	12/31/2017
	Clipperton Holdings LLC	Vice President - Shared Services	10/4/2017	12/31/2017
	CNG Coal Company	Vice President - Shared Services	1/1/2017	12/31/2017
	CNG Power Services Corporation	Vice President - Shared Services	1/1/2017	12/31/2017
	Correctional Solar LLC	Vice President - Shared Services	1/1/2017	12/31/2017
	Cottonwood Solar, LLC	Vice President - Shared Services	1/1/2017	12/31/2017
	Cove Point GP Holding Company, LLC	Vice President - Shared Services	1/1/2017	12/31/2017
	Dominion Alternative Energy Holdings, Inc.	Vice President - Shared Services	1/1/2017	12/31/2017
	Dominion Bridgeport Fuel Cell, LLC	Vice President - Shared Services	1/1/2017	12/31/2017
	Dominion Brine, LLC	Vice President - Shared Services	1/1/2017	12/31/2017
	Dominion Cogen WV, Inc.	Vice President - Shared Services	1/1/2017	12/31/2017
	Dominion Cove Point, Inc.	Vice President - Shared Services	1/1/2017	12/31/2017
	Dominion Energy Carolina Gas Transmission, LLC	Vice President - Shared Services	1/1/2017	12/31/2017
	Dominion Energy Fairless, LLC	Vice President - Shared Services	1/1/2017	12/31/2017
	Dominion Energy Field Services, Inc.	Vice President - Shared Services	1/1/2017	12/31/2017
	Dominion Energy Generation Marketing, Inc.	Vice President - Shared Services	1/1/2017	12/31/2017
	Dominion Energy Kewaunee, Inc.	Vice President - Shared Services	1/1/2017	12/31/2017
	Dominion Energy Manchester Street, Inc.	Vice President - Shared Services	1/1/2017	12/31/2017
	Dominion Energy Nuclear Connecticut, Inc.	Vice President - Shared Services	1/1/2017	12/31/2017
	Dominion Energy Overthrust Pipeline, LLC	Vice President - Shared Services	1/1/2017	12/31/2017
	Dominion Energy Questar Corporation	Vice President - Shared Services	1/1/2017	12/31/2017
	Dominion Energy Questar Pipeline Services, Inc.	Vice President - Shared Services	1/1/2017	12/31/2017
	Dominion Energy Questar Pipeline, LLC	Vice President - Shared Services	1/1/2017	12/31/2017
	Dominion Energy Services, Inc.	Vice President - Shared Services	1/1/2017	12/31/2017
	Dominion Energy Solar CA, LLC	Vice President - Shared Services	1/1/2017	12/31/2017
	Dominion Energy Solutions, Inc.	Vice President - Shared Services	1/1/2017	12/31/2017
	Dominion Energy Technical Solutions, Inc.	Vice President - Shared Services	1/1/2017	12/31/2017
	Dominion Energy Technologies II, Inc.	Vice President - Shared Services	1/1/2017	12/31/2017
	Dominion Energy Technologies, Inc.	Vice President - Shared Services	1/1/2017	12/31/2017
	Dominion Energy Terminal Company, Inc.	Vice President - Shared Services	1/1/2017	12/31/2017
	Dominion Energy Transmission, Inc.	Vice President - Shared Services	1/1/2017	12/31/2017
	Dominion Energy Wexpro Services Company	Vice President - Shared Services	6/19/2017	12/31/2017
	Dominion Energy, Inc.	Vice President - Shared Services	1/1/2017	12/31/2017
	Dominion Equipment III, Inc.	Vice President - Shared Services	1/1/2017	12/31/2017
	Dominion Equipment, Inc.	Vice President - Shared Services	1/1/2017	12/31/2017
Dominion Fairless Hills, Inc.	Vice President - Shared Services	1/1/2017	12/31/2017	
Dominion Fowler Ridge Wind, LLC	Vice President - Shared Services	1/1/2017	12/31/2017	
Dominion Gas Projects Company, LLC	Vice President - Shared Services	1/1/2017	12/31/2017	
Dominion Gathering & Processing, Inc.	Vice President - Shared Services	1/1/2017	12/31/2017	
Dominion Generation Corporation	Vice President - Shared Services	1/1/2017	5/10/2017	
Dominion Generation, Inc.	Vice President - Shared Services	1/1/2017	12/31/2017	
Dominion Greenbrier, Inc.	Vice President - Shared Services	1/1/2017	12/31/2017	
Dominion High Voltage Holdings, Inc.	Vice President - Shared Services	1/1/2017	12/31/2017	

Name	Entity	Title	Effective Date	End Date
Morenike K. Miles (continued)	Dominion High Voltage MidAtlantic, Inc.	Vice President - Shared Services	1/1/2017	12/31/2017
	Dominion Investments, Inc.	Vice President - Shared Services	1/1/2017	12/31/2017
	Dominion Iroquois, Inc.	Vice President - Shared Services	1/1/2017	12/31/2017
	Dominion Keystone Pipeline Holdings, Inc.	Vice President - Shared Services	1/1/2017	12/31/2017
	Dominion Keystone Pipeline, LLC	Vice President - Shared Services	1/1/2017	12/31/2017
	Dominion Modular LNG Holdings, Inc.	Vice President - Shared Services	11/29/2017	12/31/2017
	Dominion Mt. Storm Wind, LLC	Vice President - Shared Services	1/1/2017	12/31/2017
	Dominion Natrium Holdings, Inc.	Vice President - Shared Services	1/1/2017	12/31/2017
	Dominion North Star Generation, Inc.	Vice President - Shared Services	1/1/2017	12/31/2017
	Dominion Nuclear Projects, Inc.	Vice President - Shared Services	1/1/2017	12/31/2017
	Dominion Oklahoma Texas Exploration & Production, Inc.	Vice President - Shared Services	1/1/2017	12/31/2017
	Dominion Person, Inc.	Vice President - Shared Services	1/1/2017	12/31/2017
	Dominion Privatization Florida, LLC	Vice President - Shared Services	1/1/2017	12/31/2017
	Dominion Privatization Georgia, LLC	Vice President - Shared Services	1/1/2017	12/31/2017
	Dominion Privatization Holdings, Inc.	Vice President - Shared Services	1/1/2017	12/31/2017
	Dominion Privatization Kentucky, LLC	Vice President - Shared Services	1/1/2017	12/31/2017
	Dominion Privatization South Carolina, LLC	Vice President - Shared Services	1/1/2017	12/31/2017
	Dominion Privatization Texas, LLC	Vice President - Shared Services	1/1/2017	12/31/2017
	Dominion Products and Services, Inc.	Vice President - Shared Services	1/1/2017	12/31/2017
	Dominion Solar Construction and Maintenance, LLC	Vice President - Shared Services	1/1/2017	12/31/2017
	Dominion Solar Gen-Tie, LLC	Vice President - Shared Services	1/1/2017	12/31/2017
	Dominion Solar Holdings I, LLC	Vice President - Shared Services	1/1/2017	12/31/2017
	Dominion Solar Holdings II, LLC	Vice President - Shared Services	1/1/2017	12/31/2017
	Dominion Solar Holdings III, LLC	Vice President - Shared Services	1/1/2017	12/31/2017
	Dominion Solar Holdings IV, LLC	Vice President - Shared Services	1/1/2017	12/31/2017
	Dominion Solar Projects A, Inc.	Vice President - Shared Services	1/1/2017	12/31/2017
	Dominion Solar Projects B, Inc.	Vice President - Shared Services	1/1/2017	12/31/2017
	Dominion Solar Projects C, Inc.	Vice President - Shared Services	1/1/2017	12/31/2017
	Dominion Solar Projects D, Inc.	Vice President - Shared Services	1/1/2017	12/31/2017
	Dominion Solar Projects I, Inc.	Vice President - Shared Services	1/1/2017	12/31/2017
	Dominion Solar Projects II, Inc.	Vice President - Shared Services	1/1/2017	12/31/2017
	Dominion Solar Projects III, Inc.	Vice President - Shared Services	1/1/2017	12/31/2017
	Dominion Solar Projects IV, Inc.	Vice President - Shared Services	1/1/2017	12/31/2017
	Dominion Solar Projects V, Inc.	Vice President - Shared Services	1/1/2017	12/31/2017
	Dominion Solar Services, Inc.	Vice President - Shared Services	1/1/2017	12/31/2017
	Dominion South Holdings I, Inc.	Vice President - Shared Services	1/1/2017	12/31/2017
	Dominion South Holdings II, LLC	Vice President - Shared Services	1/1/2017	12/31/2017
	Dominion State Line, LLC	Vice President - Shared Services	1/1/2017	12/31/2017
	Dominion Voltage, Inc.	Vice President - Shared Services	1/1/2017	12/31/2017
	Dominion Wholesale, Inc.	Vice President - Shared Services	1/1/2017	12/31/2017
	Dominion Wind Development, LLC	Vice President - Shared Services	1/1/2017	12/31/2017
	Dominion Wind Projects, Inc.	Vice President - Shared Services	1/1/2017	12/31/2017
	Eastern Shore Solar LLC	Vice President - Shared Services	1/1/2017	12/31/2017
	Farmington Properties, Inc.	Vice President - Shared Services	1/1/2017	12/31/2017
	Fremont Farm, LLC	Vice President - Shared Services	6/29/2017	12/31/2017
	Hecate Energy Cherrydale LLC	Vice President - Shared Services	9/5/2017	12/31/2017
	Hecate Energy Clarke County LLC	Vice President - Shared Services	6/28/2017	12/31/2017
	Hope Gas, Inc.	Vice President - Shared Services	1/1/2017	12/31/2017
	Imperial Valley Solar Company (IVSC) 2, LLC	Vice President - Shared Services	1/1/2017	12/31/2017
	Indy Solar Development, LLC	Vice President - Shared Services	1/1/2017	12/31/2017
Indy Solar I, LLC	Vice President - Shared Services	1/1/2017	12/31/2017	
Indy Solar II, LLC	Vice President - Shared Services	1/1/2017	12/31/2017	
Indy Solar III, LLC	Vice President - Shared Services	1/1/2017	12/31/2017	
Innovative Solar 37, LLC	Vice President - Shared Services	5/11/2017	12/31/2017	
Iroquois GP Holding Company, LLC	Vice President - Shared Services	1/1/2017	12/31/2017	
Maricopa West Solar PV, LLC	Vice President - Shared Services	1/1/2017	12/31/2017	
Moffett Solar 1, LLC	Vice President - Shared Services	1/1/2017	12/31/2017	
Moorings Farm 2, LLC	Vice President - Shared Services	6/29/2017	12/31/2017	
Mulberry Farm, LLC	Vice President - Shared Services	1/1/2017	12/31/2017	
Mustang Solar, LLC	Vice President - Shared Services	12/15/2017	12/31/2017	
North Star Generation, LLC	Vice President - Shared Services	1/1/2017	12/31/2017	
Pavant Solar LLC	Vice President - Shared Services	1/1/2017	12/31/2017	
Pikeville Farm, LLC	Vice President - Shared Services	10/18/2017	12/31/2017	
Prairie Fork Wind Farm, LLC	Vice President - Shared Services	1/1/2017	12/31/2017	

Name	Entity	Title	Effective Date	End Date
Morenike K. Miles (continued)	QPC Holding Company	Vice President - Shared Services	1/1/2017	12/31/2017
	Questar Energy Services, Inc.	Vice President - Shared Services	1/1/2017	12/31/2017
	Questar Field Services, LLC	Vice President - Shared Services	1/1/2017	12/31/2017
	Questar InfoComm, Inc.	Vice President - Shared Services	1/1/2017	12/31/2017
	Questar Project Employee Company	Vice President - Shared Services	1/1/2017	12/31/2017
	Questar Southern Trails Pipeline Company	Vice President - Shared Services	1/1/2017	12/31/2017
	RE Adams East LLC	Vice President - Shared Services	1/1/2017	12/31/2017
	RE Camelot LLC	Vice President - Shared Services	1/1/2017	12/31/2017
	RE Columbia Two LLC	Vice President - Shared Services	1/1/2017	12/31/2017
	RE Kansas LLC	Vice President - Shared Services	1/1/2017	12/31/2017
	RE Kent South LLC	Vice President - Shared Services	1/1/2017	12/31/2017
	RE Old River One LLC	Vice President - Shared Services	1/1/2017	12/31/2017
	Richland Solar Center, LLC	Vice President - Shared Services	1/1/2017	12/31/2017
	Ridgeland Solar Farm I, LLC	Vice President - Shared Services	1/1/2017	12/31/2017
	Sappony Solar LLC	Vice President - Shared Services	1/1/2017	12/31/2017
	SBL Holdco, LLC	Vice President - Shared Services	1/1/2017	12/31/2017
	Scott-II Solar LLC	Vice President - Shared Services	1/1/2017	12/31/2017
	Selmer Farm, LLC	Vice President - Shared Services	1/1/2017	12/31/2017
	Somers Solar Center, LLC	Vice President - Shared Services	1/1/2017	12/31/2017
	Southampton Solar LLC	Vice President - Shared Services	2/27/2017	12/31/2017
	Summit Farms Solar, LLC	Vice President - Shared Services	1/1/2017	12/31/2017
	TA - Acacia, LLC	Vice President - Shared Services	1/1/2017	12/31/2017
	The East Ohio Gas Company	Vice President - Shared Services	1/1/2017	12/31/2017
	Tredegar Solar Fund I, LLC	Vice President - Shared Services	1/1/2017	12/31/2017
	Virginia Electric and Power Company	Vice President - Shared Services	1/1/2017	12/31/2017
	Virginia Power Fuel Corporation	Vice President - Shared Services	1/1/2017	12/31/2017
	Virginia Power Services, LLC	Vice President - Shared Services	1/1/2017	12/31/2017
	Virginia Solar 2017 Projects LLC	Vice President - Shared Services	1/1/2017	12/31/2017
	VP Property, Inc.	Vice President - Shared Services	1/1/2017	12/31/2017
	Wakefield Solar, LLC	Vice President - Shared Services	11/1/2017	12/31/2017
	Wexpro Company	Vice President - Shared Services	1/1/2017	12/31/2017
Wexpro Development Company	Vice President - Shared Services	1/1/2017	12/31/2017	
Wexpro II Company	Vice President - Shared Services	1/1/2017	12/31/2017	
Name	Entity	Title	Effective Date	End Date
Carter M. Reid	96WI 8me LLC	Executive Vice President and Secretary	5/10/2017	12/31/2017
	96WI 8me LLC	Senior Vice President and Secretary	3/23/2017	5/9/2017
	Alamo Solar, LLC	Executive Vice President and Secretary	5/10/2017	12/31/2017
	Alamo Solar, LLC	Senior Vice President and Secretary	4/17/2015	5/9/2017
	Atlantic Coast Pipeline, LLC	Vice President and Secretary	9/25/2014	
	Azalea Solar, LLC	Secretary	2/21/2013	12/31/2017
	Buckingham Solar I LLC	Executive Vice President and Secretary	5/10/2017	12/31/2017
	Buckingham Solar I LLC	Senior Vice President and Secretary	11/21/2016	5/9/2017
	Catalina Solar 2, LLC	Executive Vice President and Secretary	5/10/2017	12/31/2017
	Catalina Solar 2, LLC	Senior Vice President and Secretary	6/30/2015	5/9/2017
	CID Solar, LLC	Executive Vice President and Secretary	5/10/2017	12/31/2017
	CID Solar, LLC	Senior Vice President and Secretary	12/11/2014	5/9/2017
	Clipperton Holdings LLC	Executive Vice President and Secretary	10/4/2017	12/31/2017
	CNG Coal Company	Executive Vice President and Secretary	5/10/2017	12/31/2017
	CNG Coal Company	Senior Vice President and Secretary	6/1/2015	5/9/2017
	CNG Power Services Corporation	Executive Vice President and Secretary	5/10/2017	12/31/2017
	CNG Power Services Corporation	Senior Vice President and Secretary	5/19/2015	5/9/2017
	Correctional Solar LLC	Executive Vice President and Secretary	5/10/2017	12/31/2017
	Correctional Solar LLC	Senior Vice President and Secretary	11/21/2016	5/9/2017
	Cottonwood Solar, LLC	Executive Vice President and Secretary	5/10/2017	12/31/2017
	Cottonwood Solar, LLC	Senior Vice President and Secretary	4/28/2015	5/9/2017
		Executive Vice President and Corporate Secretary		
	Cove Point GP Holding Company, LLC	Secretary	5/10/2017	
	Cove Point GP Holding Company, LLC	Senior Vice President and Corporate Secretary	11/1/2014	5/9/2017
		Executive Vice President and Corporate Secretary		
	Dominion ACP Holding, Inc.	Secretary	5/10/2017	
Dominion ACP Holding, Inc.	Senior Vice President and Corporate Secretary	11/1/2014	5/9/2017	
Dominion Alternative Energy Holdings, Inc.	Director	1/1/2013		

Name	Entity	Title	Effective Date	End Date
Carter M. Reid (continued)	Dominion Alternative Energy Holdings, Inc.	Executive Vice President and Secretary	5/10/2017	12/31/2017
	Dominion Alternative Energy Holdings, Inc.	Senior Vice President and Secretary	4/17/2015	5/9/2017
	Dominion Atlantic Coast Pipeline, LLC	Executive Vice President and Corporate Secretary	5/10/2017	
	Dominion Atlantic Coast Pipeline, LLC	Senior Vice President and Corporate Secretary	11/1/2014	5/9/2017
	Dominion Bridgeport Fuel Cell, LLC	Secretary	1/1/2013	12/31/2017
	Dominion Brine, LLC	Executive Vice President and Corporate Secretary	5/10/2017	
	Dominion Brine, LLC	Senior Vice President and Corporate Secretary	11/1/2014	5/9/2017
	Dominion Capital REMIC, Inc.	Assistant Secretary	1/1/2013	12/31/2017
	Dominion Capital Ventures Corporation	Assistant Secretary	1/1/2013	12/31/2017
	Dominion Capital, Inc.	Assistant Secretary	1/1/2013	12/31/2017
	Dominion Cogen WV, Inc.	Executive Vice President and Secretary	5/10/2017	12/31/2017
	Dominion Cogen WV, Inc.	Senior Vice President and Secretary	6/9/2015	5/9/2017
	Dominion Cove Point, Inc.	Executive Vice President and Secretary	5/10/2017	12/31/2017
	Dominion Cove Point, Inc.	Senior Vice President and Secretary	6/1/2015	5/9/2017
	Dominion Energy Carolina Gas Services, Inc.	Director	7/16/2015	
	Dominion Energy Carolina Gas Services, Inc.	Executive Vice President and Secretary	5/10/2017	12/31/2017
	Dominion Energy Carolina Gas Services, Inc.	Senior Vice President and Secretary	7/16/2015	5/9/2017
	Dominion Energy Carolina Gas Transmission, LLC	Executive Vice President and Corporate Secretary	5/10/2017	
	Dominion Energy Carolina Gas Transmission, LLC	Senior Vice President and Corporate Secretary	1/31/2015	5/9/2017
	Dominion Energy Fairless, LLC	Secretary	1/1/2013	12/31/2017
	Dominion Energy Field Services, Inc.	Executive Vice President and Secretary	5/10/2017	12/31/2017
	Dominion Energy Field Services, Inc.	Senior Vice President and Secretary	6/1/2015	5/9/2017
	Dominion Energy Fuel Services, Inc.	Executive Vice President and Secretary	5/10/2017	12/31/2017
	Dominion Energy Fuel Services, Inc.	Senior Vice President and Secretary	8/11/2015	5/9/2017
	Dominion Energy Gas Holdings, LLC	Executive Vice President, Chief Administrative & Compliance Officer and Corporate Secretary	5/10/2017	
	Dominion Energy Gas Holdings, LLC	Senior Vice President, Chief Administrative & Compliance Officer and Corporate Secretary	5/6/2015	5/9/2017
	Dominion Energy Generation Marketing, Inc.	Executive Vice President and Secretary	5/10/2017	12/31/2017
	Dominion Energy Generation Marketing, Inc.	Senior Vice President and Secretary	5/19/2015	5/9/2017
	Dominion Energy Kewaunee, Inc.	Executive Vice President and Secretary	5/10/2017	12/31/2017
	Dominion Energy Kewaunee, Inc.	Senior Vice President and Secretary	5/19/2015	5/9/2017
	Dominion Energy Manchester Street, Inc.	Executive Vice President and Secretary	5/10/2017	12/31/2017
	Dominion Energy Manchester Street, Inc.	Senior Vice President and Secretary	5/19/2015	5/9/2017
	Dominion Energy Midstream GP, LLC	Executive Vice President and Corporate Secretary	5/10/2017	12/31/2017
	Dominion Energy Midstream GP, LLC	Senior Vice President and Corporate Secretary	3/11/2014	5/9/2017
	Dominion Energy Nuclear Connecticut, Inc.	Executive Vice President and Secretary	5/10/2017	12/31/2017
	Dominion Energy Nuclear Connecticut, Inc.	Senior Vice President and Secretary	5/19/2015	5/9/2017
	Dominion Energy Overthrust Pipeline, LLC	Executive Vice President, Chief Administrative & Compliance Officer and Corporate Secretary	5/10/2017	12/31/2017
	Dominion Energy Overthrust Pipeline, LLC	Senior Vice President, Chief Administrative & Compliance Officer and Corporate Secretary	9/16/2016	5/9/2017
	Dominion Energy Payroll Company, Inc.	Director	6/10/2013	
	Dominion Energy Payroll Company, Inc.	Executive Vice President and Secretary	5/10/2017	12/31/2017
	Dominion Energy Payroll Company, Inc.	Senior Vice President and Secretary	5/19/2015	5/9/2017
	Dominion Energy Questar Corporation	Executive Vice President, Chief Administrative & Compliance Officer and Corporate Secretary	5/10/2017	12/31/2017
	Dominion Energy Questar Corporation	Senior Vice President, Chief Administrative & Compliance Officer and Corporate Secretary	9/16/2016	5/9/2017

Name	Entity	Title	Effective Date	End Date
Carter M. Reid (continued)	Dominion Energy Questar Pipeline Services, Inc.	Executive Vice President, Chief Administrative & Compliance Officer and Corporate Secretary	5/10/2017	12/31/2017
	Dominion Energy Questar Pipeline Services, Inc.	Senior Vice President, Chief Administrative & Compliance Officer and Corporate Secretary	9/16/2016	5/9/2017
	Dominion Energy Questar Pipeline, LLC	Executive Vice President, Chief Administrative & Compliance Officer and Corporate Secretary	5/10/2017	12/31/2017
	Dominion Energy Questar Pipeline, LLC	Senior Vice President, Chief Administrative & Compliance Officer and Corporate Secretary	9/16/2016	5/9/2017
	Dominion Energy Services, Inc.	Executive Vice President, Chief Administrative & Compliance Officer and Corporate Secretary	5/10/2017	
	Dominion Energy Services, Inc.	Senior Vice President, Chief Administrative & Compliance Officer and Corporate Secretary	1/1/2014	5/9/2017
	Dominion Energy Solar CA, LLC	Executive Vice President and Secretary	5/10/2017	12/31/2017
	Dominion Energy Solar CA, LLC	Senior Vice President and Secretary	6/25/2015	5/9/2017
	Dominion Energy Solutions, Inc.	Executive Vice President and Secretary	5/10/2017	12/31/2017
	Dominion Energy Solutions, Inc.	Senior Vice President and Secretary	5/19/2015	5/9/2017
	Dominion Energy Technical Solutions, Inc.	Executive Vice President and Corporate Secretary	5/10/2017	
	Dominion Energy Technical Solutions, Inc.	Senior Vice President and Corporate Secretary	11/1/2014	5/9/2017
	Dominion Energy Technologies II, Inc.	Director	1/1/2013	
	Dominion Energy Technologies II, Inc.	Executive Vice President and Secretary	5/10/2017	12/31/2017
	Dominion Energy Technologies II, Inc.	Senior Vice President and Secretary	5/19/2015	5/9/2017
	Dominion Energy Technologies, Inc.	Director	1/1/2013	
	Dominion Energy Technologies, Inc.	Executive Vice President and Secretary	5/10/2017	12/31/2017
	Dominion Energy Technologies, Inc.	Senior Vice President and Secretary	1/1/2013	5/9/2017
	Dominion Energy Terminal Company, Inc.	Executive Vice President and Secretary	5/10/2017	12/31/2017
	Dominion Energy Terminal Company, Inc.	Senior Vice President and Secretary	5/19/2015	5/9/2017
	Dominion Energy Transmission, Inc.	Executive Vice President and Secretary	5/10/2017	12/31/2017
	Dominion Energy Transmission, Inc.	Senior Vice President and Secretary	6/1/2015	5/9/2017
	Dominion Energy Wexpro Services Company	Executive Vice President, Chief Administrative & Compliance Officer and Corporate Secretary	6/19/2017	12/31/2017
	Dominion Energy, Inc.	Executive Vice President, Chief Administrative & Compliance Officer and Corporate Secretary	5/10/2017	
	Dominion Energy, Inc.	Senior Vice President, Chief Administrative & Compliance Officer and Corporate Secretary	1/1/2014	5/9/2017
	Dominion Equipment III, Inc.	Executive Vice President and Secretary	5/10/2017	12/31/2017
	Dominion Equipment III, Inc.	Senior Vice President and Secretary	6/9/2015	5/9/2017
	Dominion Equipment, Inc.	Executive Vice President and Secretary	5/10/2017	12/31/2017
	Dominion Equipment, Inc.	Senior Vice President and Secretary	4/17/2015	5/9/2017
	Dominion Fairless Hills, Inc.	Executive Vice President and Secretary	5/10/2017	12/31/2017
	Dominion Fairless Hills, Inc.	Senior Vice President and Secretary	5/19/2015	5/9/2017
	Dominion First Source, LLC	Assistant Secretary	1/1/2013	12/31/2017
	Dominion Fowler Ridge Wind, LLC	Secretary	1/1/2013	12/31/2017
	Dominion Gas Projects Company, LLC	Executive Vice President and Corporate Secretary	5/10/2017	
	Dominion Gas Projects Company, LLC	Senior Vice President and Corporate Secretary	11/1/2014	5/9/2017
	Dominion Gathering & Processing, Inc.	Executive Vice President and Secretary	5/10/2017	12/31/2017
	Dominion Gathering & Processing, Inc.	Senior Vice President and Secretary	9/25/2015	5/9/2017
	Dominion Generation Corporation	Senior Vice President and Secretary	4/24/2015	5/10/2017
	Dominion Generation, Inc.	Executive Vice President and Secretary	5/10/2017	12/31/2017
	Dominion Generation, Inc.	Senior Vice President and Secretary	4/24/2015	5/9/2017
Dominion Greenbrier, Inc.	Executive Vice President and Secretary	5/10/2017	12/31/2017	
Dominion Greenbrier, Inc.	Senior Vice President and Secretary	5/19/2015	5/9/2017	

Name	Entity	Title	Effective Date	End Date
Carter M. Reid (continued)	Dominion High Voltage Holdings, Inc.	Executive Vice President and Secretary	5/10/2017	12/31/2017
	Dominion High Voltage Holdings, Inc.	Senior Vice President and Secretary	5/19/2015	5/9/2017
	Dominion High Voltage MidAtlantic, Inc.	Executive Vice President and Secretary	5/10/2017	12/31/2017
	Dominion High Voltage MidAtlantic, Inc.	Senior Vice President and Secretary	5/19/2015	5/9/2017
	Dominion Investments, Inc.	Director	1/1/2013	
	Dominion Investments, Inc.	Executive Vice President and Secretary	5/10/2017	12/31/2017
	Dominion Investments, Inc.	Senior Vice President and Secretary	5/19/2015	5/9/2017
	Dominion Iroquois, Inc.	Executive Vice President and Secretary	5/10/2017	12/31/2017
	Dominion Iroquois, Inc.	Senior Vice President and Secretary	6/1/2015	5/9/2017
	Dominion Keystone Pipeline Holdings, Inc.	Executive Vice President and Secretary	5/10/2017	12/31/2017
	Dominion Keystone Pipeline Holdings, Inc.	Senior Vice President and Secretary	5/19/2015	5/9/2017
	Dominion Keystone Pipeline, LLC	Executive Vice President and Corporate Secretary	5/10/2017	
	Dominion Keystone Pipeline, LLC	Senior Vice President and Corporate Secretary	11/1/2014	5/9/2017
	Dominion Land Management Company - Williamsburg	Assistant Secretary	1/1/2013	12/31/2017
	Dominion Lands - Williamsburg, Inc.	Assistant Secretary	1/1/2013	12/31/2017
	Dominion Lands, Inc.	Assistant Secretary	1/1/2013	12/31/2017
	Dominion MLP Holding Company II, Inc.	Executive Vice President and Corporate Secretary	5/10/2017	
	Dominion MLP Holding Company II, Inc.	Senior Vice President and Corporate Secretary	3/18/2015	5/9/2017
	Dominion MLP Holding Company III, Inc.	Executive Vice President and Corporate Secretary	5/10/2017	
	Dominion MLP Holding Company III, Inc.	Senior Vice President and Corporate Secretary	9/24/2015	5/9/2017
	Dominion MLP Holding Company, LLC	Executive Vice President and Corporate Secretary	5/10/2017	
	Dominion MLP Holding Company, LLC	Senior Vice President and Corporate Secretary	3/11/2014	5/9/2017
	Dominion Modular LNG Holdings, Inc.	Executive Vice President and Secretary	11/29/2017	12/31/2017
	Dominion Mt. Storm Wind, LLC	Secretary	1/1/2013	12/31/2017
	Dominion Natrium Holdings, Inc.	Executive Vice President and Secretary	5/10/2017	12/31/2017
	Dominion Natrium Holdings, Inc.	Senior Vice President and Secretary	5/19/2015	5/9/2017
	Dominion North Star Generation, Inc.	Executive Vice President and Secretary	5/10/2017	12/31/2017
	Dominion North Star Generation, Inc.	Senior Vice President and Secretary	5/19/2015	5/9/2017
	Dominion Nuclear Projects, Inc.	Executive Vice President and Secretary	5/10/2017	12/31/2017
	Dominion Nuclear Projects, Inc.	Senior Vice President and Secretary	5/19/2015	5/9/2017
	Dominion Oklahoma Texas Exploration & Production, Inc.	Executive Vice President and Secretary	5/10/2017	12/31/2017
	Dominion Oklahoma Texas Exploration & Production, Inc.	Senior Vice President and Secretary	6/1/2015	5/9/2017
	Dominion Person, Inc.	Executive Vice President and Secretary	5/10/2017	12/31/2017
	Dominion Person, Inc.	Senior Vice President and Secretary	5/19/2015	5/9/2017
	Dominion Privatization Florida, LLC	Secretary	2/25/2013	12/31/2017
	Dominion Privatization Georgia, LLC	Secretary	1/29/2014	12/31/2017
	Dominion Privatization Holdings, Inc.	Executive Vice President and Secretary	5/10/2017	12/31/2017
	Dominion Privatization Holdings, Inc.	Senior Vice President and Secretary	5/19/2015	5/9/2017
	Dominion Privatization Kentucky, LLC	Secretary	1/29/2014	12/31/2017
	Dominion Privatization South Carolina, LLC	Secretary	1/29/2014	12/31/2017
	Dominion Privatization Texas, LLC	Secretary	2/25/2013	12/31/2017
	Dominion Products and Services, Inc.	Director	2/9/2017	
	Dominion Products and Services, Inc.	Executive Vice President and Secretary	5/10/2017	12/31/2017
	Dominion Products and Services, Inc.	Senior Vice President and Secretary	5/19/2015	5/9/2017
	Dominion Projects Services, Inc.	Director	3/18/2015	
	Dominion Projects Services, Inc.	Executive Vice President and Secretary	5/10/2017	12/31/2017
	Dominion Projects Services, Inc.	Senior Vice President and Secretary	5/19/2015	5/9/2017
	Dominion Solar Construction and Maintenance, LLC	Secretary	6/6/2013	12/31/2017
	Dominion Solar Gen-Tie, LLC	Secretary	2/4/2014	12/31/2017
	Dominion Solar Holdings I, LLC	Executive Vice President and Secretary	5/10/2017	12/31/2017
Dominion Solar Holdings I, LLC	Senior Vice President and Secretary	4/30/2015	5/9/2017	
Dominion Solar Holdings II, LLC	Executive Vice President and Secretary	5/10/2017	12/31/2017	
Dominion Solar Holdings II, LLC	Senior Vice President and Secretary	5/19/2015	5/9/2017	
Dominion Solar Holdings III, LLC	Executive Vice President and Secretary	5/10/2017	12/31/2017	
Dominion Solar Holdings III, LLC	Senior Vice President and Secretary	4/8/2015	5/9/2017	
Dominion Solar Holdings IV, LLC	Executive Vice President and Secretary	5/10/2017	12/31/2017	

Name	Entity	Title	Effective Date	End Date
Carter M. Reid (continued)	Dominion Solar Holdings IV, LLC	Senior Vice President and Secretary	4/19/2016	5/9/2017
	Dominion Solar Projects A, Inc.	Executive Vice President and Secretary	5/10/2017	12/31/2017
	Dominion Solar Projects A, Inc.	Senior Vice President and Secretary	4/28/2015	5/9/2017
	Dominion Solar Projects B, Inc.	Executive Vice President and Secretary	5/10/2017	12/31/2017
	Dominion Solar Projects B, Inc.	Senior Vice President and Secretary	4/28/2015	5/9/2017
	Dominion Solar Projects C, Inc.	Executive Vice President and Secretary	5/10/2017	12/31/2017
	Dominion Solar Projects C, Inc.	Senior Vice President and Secretary	4/14/2016	5/9/2017
	Dominion Solar Projects D, Inc.	Executive Vice President and Secretary	5/10/2017	12/31/2017
	Dominion Solar Projects D, Inc.	Senior Vice President and Secretary	4/14/2016	5/9/2017
	Dominion Solar Projects I, Inc.	Executive Vice President and Secretary	5/10/2017	12/31/2017
	Dominion Solar Projects I, Inc.	Senior Vice President and Secretary	5/19/2015	5/9/2017
	Dominion Solar Projects II, Inc.	Executive Vice President and Secretary	5/10/2017	12/31/2017
	Dominion Solar Projects II, Inc.	Senior Vice President and Secretary	5/19/2015	5/9/2017
	Dominion Solar Projects III, Inc.	Executive Vice President and Secretary	5/10/2017	12/31/2017
	Dominion Solar Projects III, Inc.	Senior Vice President and Secretary	5/19/2015	5/9/2017
	Dominion Solar Projects IV, Inc.	Executive Vice President and Secretary	5/10/2017	12/31/2017
	Dominion Solar Projects IV, Inc.	Senior Vice President and Secretary	10/30/2015	5/9/2017
	Dominion Solar Projects V, Inc.	Executive Vice President and Secretary	5/10/2017	12/31/2017
	Dominion Solar Projects V, Inc.	Senior Vice President and Secretary	8/5/2016	5/9/2017
	Dominion Solar Services, Inc.	Executive Vice President and Secretary	5/10/2017	12/31/2017
	Dominion Solar Services, Inc.	Senior Vice President and Secretary	8/10/2015	5/9/2017
	Dominion South Holdings I, Inc.	Executive Vice President and Secretary	5/10/2017	12/31/2017
	Dominion South Holdings I, Inc.	Senior Vice President and Secretary	5/19/2015	5/9/2017
	Dominion South Holdings II, LLC	Executive Vice President and Corporate Secretary	5/10/2017	
	Dominion South Holdings II, LLC	Senior Vice President and Corporate Secretary	11/1/2014	5/9/2017
	Dominion State Line, LLC	Secretary	1/1/2013	12/31/2017
	Dominion Voltage, Inc.	Director	1/1/2013	
	Dominion Voltage, Inc.	Executive Vice President and Secretary	5/10/2017	12/31/2017
	Dominion Voltage, Inc.	Senior Vice President and Secretary	5/19/2015	5/9/2017
	Dominion Wholesale, Inc.	Executive Vice President and Secretary	5/10/2017	12/31/2017
	Dominion Wholesale, Inc.	Senior Vice President and Secretary	5/19/2015	5/9/2017
	Dominion Wind Development, LLC	Secretary	1/21/2014	12/31/2017
	Dominion Wind Projects, Inc.	Executive Vice President and Secretary	5/10/2017	12/31/2017
	Dominion Wind Projects, Inc.	Senior Vice President and Secretary	5/19/2015	5/9/2017
	Eastern Shore Solar LLC	Executive Vice President and Secretary	5/10/2017	12/31/2017
	Eastern Shore Solar LLC	Senior Vice President and Secretary	11/12/2015	5/9/2017
	Farmington Properties, Inc.	Executive Vice President and Secretary	5/10/2017	12/31/2017
	Farmington Properties, Inc.	Senior Vice President and Secretary	6/9/2015	5/9/2017
	First Dominion Capital, L.L.C.	Assistant Secretary	1/1/2013	12/31/2017
	Fremont Farm, LLC	Executive Vice President and Secretary	6/29/2017	12/31/2017
	Governor's Land Associates	Assistant Secretary	3/31/2017	12/31/2017
	Hecate Energy Cherrydale LLC	Executive Vice President and Secretary	9/5/2017	12/31/2017
	Hecate Energy Clarke County LLC	Executive Vice President and Secretary	6/28/2017	12/31/2017
	Hope Gas, Inc.	Executive Vice President and Secretary	5/10/2017	12/31/2017
	Hope Gas, Inc.	Senior Vice President and Secretary	6/1/2015	5/9/2017
	Imperial Valley Solar Company (IVSC) 2, LLC	Executive Vice President and Secretary	5/10/2017	12/31/2017
	Imperial Valley Solar Company (IVSC) 2, LLC	Senior Vice President and Secretary	7/14/2015	5/9/2017
	Indy Solar Development, LLC	Secretary	7/19/2013	12/31/2017
	Indy Solar I, LLC	Secretary	7/19/2013	12/31/2017
	Indy Solar II, LLC	Secretary	7/19/2013	12/31/2017
	Indy Solar III, LLC	Secretary	7/19/2013	12/31/2017
	Innovative Solar 37, LLC	Executive Vice President and Secretary	5/11/2017	12/31/2017
	Iroquois GP Holding Company, LLC	Executive Vice President and Secretary	5/10/2017	12/31/2017
	Iroquois GP Holding Company, LLC	Senior Vice President and Secretary	8/10/2015	5/9/2017
	Louisiana Hydroelectric Capital, LLC	Assistant Secretary	1/1/2013	12/31/2017
	Maricopa West Solar PV, LLC	Executive Vice President and Secretary	5/10/2017	12/31/2017
Maricopa West Solar PV, LLC	Senior Vice President and Secretary	11/12/2015	5/9/2017	
Moffett Solar 1, LLC	Executive Vice President and Secretary	5/10/2017	12/31/2017	
Moffett Solar 1, LLC	Senior Vice President and Secretary	11/21/2016	5/9/2017	
Moorings Farm 2, LLC	Executive Vice President and Secretary	6/29/2017	12/31/2017	
Mulberry Farm, LLC	Secretary	5/6/2014	12/31/2017	
Mustang Solar, LLC	Executive Vice President and Secretary	12/15/2017	12/31/2017	

Name	Entity	Title	Effective Date	End Date
Carter M. Reid (continued)	North Star Generation, LLC	Secretary	1/1/2013	12/31/2017
	Pavant Solar LLC	Executive Vice President and Secretary	5/10/2017	12/31/2017
	Pavant Solar LLC	Senior Vice President and Secretary	10/31/2014	5/9/2017
	Pikeville Farm, LLC	Executive Vice President and Secretary	10/18/2017	12/31/2017
	Prairie Fork Wind Farm, LLC	Secretary	1/1/2013	12/31/2017
	QPC Holding Company	Executive Vice President, Chief Administrative & Compliance Officer and Corporate Secretary	5/10/2017	12/31/2017
	QPC Holding Company	Senior Vice President, Chief Administrative & Compliance Officer and Corporate Secretary	9/16/2016	5/9/2017
	Questar Energy Services, Inc.	Executive Vice President, Chief Administrative & Compliance Officer and Corporate Secretary	5/10/2017	12/31/2017
	Questar Energy Services, Inc.	Senior Vice President, Chief Administrative & Compliance Officer and Corporate Secretary	9/16/2016	5/9/2017
	Questar Field Services, LLC	Executive Vice President, Chief Administrative & Compliance Officer and Corporate Secretary	5/10/2017	12/31/2017
	Questar Field Services, LLC	Senior Vice President, Chief Administrative & Compliance Officer and Corporate Secretary	9/16/2016	5/9/2017
	Questar InfoComm, Inc.	Executive Vice President, Chief Administrative & Compliance Officer and Corporate Secretary	5/10/2017	12/31/2017
	Questar InfoComm, Inc.	Senior Vice President, Chief Administrative & Compliance Officer and Corporate Secretary	9/16/2016	5/9/2017
	Questar Project Employee Company	Executive Vice President, Chief Administrative & Compliance Officer and Corporate Secretary	5/10/2017	12/31/2017
	Questar Project Employee Company	Senior Vice President, Chief Administrative & Compliance Officer and Corporate Secretary	9/16/2016	5/9/2017
	Questar Southern Trails Pipeline Company	Executive Vice President, Chief Administrative & Compliance Officer and Corporate Secretary	5/10/2017	12/31/2017
	Questar Southern Trails Pipeline Company	Senior Vice President, Chief Administrative & Compliance Officer and Corporate Secretary	9/16/2016	5/9/2017
	RE Adams East LLC	Secretary	3/7/2014	12/31/2017
	RE Camelot LLC	Secretary	3/14/2014	12/31/2017
	RE Columbia Two LLC	Secretary	3/14/2014	12/31/2017
	RE Kansas LLC	Secretary	3/12/2014	12/31/2017
	RE Kent South LLC	Secretary	3/7/2014	12/31/2017
	RE Old River One LLC	Secretary	3/7/2014	12/31/2017
	Richland Solar Center, LLC	Executive Vice President and Secretary	5/10/2017	12/31/2017
	Richland Solar Center, LLC	Senior Vice President and Secretary	4/13/2015	5/9/2017
	Ridgeland Solar Farm I, LLC	Executive Vice President and Secretary	5/10/2017	12/31/2017
	Ridgeland Solar Farm I, LLC	Senior Vice President and Secretary	11/21/2016	5/9/2017
	Sappony Solar LLC	Executive Vice President and Secretary	5/10/2017	12/31/2017
	Sappony Solar LLC	Senior Vice President and Secretary	11/21/2016	5/9/2017
	SBL Holdco, LLC	Executive Vice President and Secretary	5/10/2017	12/31/2017
	SBL Holdco, LLC	Senior Vice President and Secretary	6/28/2016	5/9/2017
	Scott-II Solar LLC	Executive Vice President and Secretary	5/10/2017	12/31/2017
Scott-II Solar LLC	Senior Vice President and Secretary	11/21/2016	5/9/2017	
Sedona Corp.	Executive Vice President, Chief Administrative & Compliance Officer and Corporate Secretary	12/29/2017		
Selmer Farm, LLC	Secretary	5/6/2014	12/31/2017	
Somers Solar Center, LLC	Secretary	10/22/2013	12/31/2017	
Southampton Solar LLC	Executive Vice President and Secretary	5/10/2017	12/31/2017	
Southampton Solar LLC	Senior Vice President and Secretary	2/27/2017	5/9/2017	

Name	Entity	Title	Effective Date	End Date
Carter M. Reid (continued)	Summit Farms Solar, LLC	Executive Vice President and Secretary	5/10/2017	12/31/2017
	Summit Farms Solar, LLC	Senior Vice President and Secretary	8/31/2016	5/9/2017
	TA - Acacia, LLC	Executive Vice President and Secretary	5/10/2017	12/31/2017
	TA - Acacia, LLC	Senior Vice President and Secretary	11/12/2014	5/9/2017
	The East Ohio Gas Company	Executive Vice President and Corporate Secretary	5/10/2017	12/31/2017
	The East Ohio Gas Company	Senior Vice President and Corporate Secretary	11/1/2014	5/9/2017
	Tredegar Solar Fund I, LLC	Secretary	1/1/2013	12/31/2017
	Vidalia Gichner Holdings, Inc.	Assistant Secretary	1/1/2013	12/31/2017
	Virginia Electric and Power Company	Executive Vice President, Chief Administrative & Compliance Officer and Corporate Secretary	5/10/2017	
	Virginia Electric and Power Company	Senior Vice President, Chief Administrative & Compliance Officer and Corporate Secretary	5/6/2015	5/9/2017
	Virginia Power Fuel Corporation	Executive Vice President and Secretary	5/10/2017	12/31/2017
	Virginia Power Fuel Corporation	Senior Vice President and Secretary	4/17/2015	5/9/2017
	Virginia Power Nuclear Services Company	Executive Vice President and Secretary	5/10/2017	12/31/2017
	Virginia Power Nuclear Services Company	Senior Vice President and Secretary	8/11/2015	5/9/2017
	Virginia Power Services Energy Corp., Inc.	Executive Vice President and Secretary	5/10/2017	12/31/2017
	Virginia Power Services Energy Corp., Inc.	Senior Vice President and Secretary	8/11/2015	5/9/2017
	Virginia Power Services, LLC	Secretary	1/1/2013	12/31/2017
	Virginia Solar 2017 Projects LLC	Executive Vice President and Secretary	5/10/2017	12/31/2017
	Virginia Solar 2017 Projects LLC	Senior Vice President and Secretary	11/21/2016	5/9/2017
	VP Property, Inc.	Executive Vice President and Secretary	5/10/2017	12/31/2017
	VP Property, Inc.	Senior Vice President and Secretary	4/17/2015	5/9/2017
	Wakefield Solar, LLC	Executive Vice President and Secretary	11/1/2017	12/31/2017
	Wexpro Company	Executive Vice President, Chief Administrative & Compliance Officer and Corporate Secretary	5/10/2017	12/31/2017
	Wexpro Company	Senior Vice President, Chief Administrative & Compliance Officer and Corporate Secretary	9/16/2016	5/9/2017
	Wexpro Development Company	Executive Vice President, Chief Administrative & Compliance Officer and Corporate Secretary	5/10/2017	12/31/2017
	Wexpro Development Company	Senior Vice President, Chief Administrative & Compliance Officer and Corporate Secretary	9/16/2016	5/9/2017
	Wexpro II Company	Executive Vice President, Chief Administrative & Compliance Officer and Corporate Secretary	5/10/2017	12/31/2017
	Wexpro II Company	Senior Vice President, Chief Administrative & Compliance Officer and Corporate Secretary	9/16/2016	5/9/2017
Wilshire Holdings, LLC	Assistant Secretary	1/1/2013	12/31/2017	
Name	Entity	Title	Effective Date	End Date
Alma W. Showalter	96WI 8me LLC	Vice President - Tax	3/23/2017	
	Alamo Solar, LLC	Vice President - Tax	4/17/2015	
	Buckingham Solar I LLC	Vice President - Tax	11/21/2016	
	Catalina Solar 2, LLC	Vice President - Tax	6/30/2015	
	CID Solar, LLC	Vice President - Tax	12/11/2014	
	Clipperton Holdings LLC	Vice President - Tax	10/4/2017	
	CNG Coal Company	Vice President - Tax	6/1/2015	
	CNG Power Services Corporation	Vice President - Tax	5/19/2015	
	Correctional Solar LLC	Vice President - Tax	11/21/2016	
	Cottonwood Solar, LLC	Vice President - Tax	4/28/2015	
	Cove Point GP Holding Company, LLC	Vice President - Tax	11/1/2014	
	Dominion ACP Holding, Inc.	Vice President - Tax	11/1/2014	
	Dominion Alternative Energy Holdings, Inc.	Vice President - Tax	4/17/2015	
	Dominion Atlantic Coast Pipeline, LLC	Vice President - Tax	11/1/2014	
	Dominion Brine, LLC	Vice President - Tax	11/1/2014	

Name	Entity	Title	Effective Date	End Date
Alma W. Showalter (continued)	Dominion Capital, Inc.	Vice President - Tax	4/24/2015	
	Dominion Cogen WV, Inc.	Vice President - Tax	6/9/2015	
	Dominion Cove Point, Inc.	Vice President - Tax	11/1/2014	
	Dominion Energy Carolina Gas Services, Inc.	Vice President - Tax	7/16/2015	
	Dominion Energy Carolina Gas Transmission, LLC	Vice President - Tax	1/31/2015	
	Dominion Energy Field Services, Inc.	Vice President - Tax	6/1/2015	
	Dominion Energy Fuel Services, Inc.	Vice President - Tax	8/11/2015	
	Dominion Energy Gas Holdings, LLC	Vice President - Tax	1/1/2014	
	Dominion Energy Generation Marketing, Inc.	Vice President - Tax	6/25/2015	
	Dominion Energy Kewaunee, Inc.	Vice President - Tax	6/25/2015	
	Dominion Energy Manchester Street, Inc.	Vice President - Tax	8/15/2015	
	Dominion Energy Midstream GP, LLC	Vice President - Tax	1/1/2015	
	Dominion Energy Nuclear Connecticut, Inc.	Vice President - Tax	6/25/2015	
	Dominion Energy Overthrust Pipeline, LLC	Vice President - Tax	9/16/2016	
	Dominion Energy Payroll Company, Inc.	Vice President - Tax	5/19/2015	
	Dominion Energy Questar Corporation	Vice President - Tax	9/16/2016	
	Dominion Energy Questar Pipeline Services, Inc.	Vice President - Tax	9/16/2016	
	Dominion Energy Questar Pipeline, LLC	Vice President - Tax	9/16/2016	
	Dominion Energy Services, Inc.	Vice President - Tax	1/1/2014	
	Dominion Energy Solar CA, LLC	Vice President - Tax	6/25/2015	
	Dominion Energy Solutions, Inc.	Vice President - Tax	8/15/2015	
	Dominion Energy Technical Solutions, Inc.	Vice President - Tax	11/1/2014	
	Dominion Energy Technologies II, Inc.	Vice President - Tax	5/19/2015	
	Dominion Energy Technologies, Inc.	Vice President - Tax	5/1/2015	
	Dominion Energy Terminal Company, Inc.	Vice President - Tax	5/19/2015	
	Dominion Energy Transmission, Inc.	Vice President - Tax	11/1/2014	
	Dominion Energy Wexpro Services Company	Vice President - Tax	6/19/2017	
	Dominion Energy, Inc.	Vice President - Tax	1/1/2014	
	Dominion Equipment III, Inc.	Vice President - Tax	6/9/2015	
	Dominion Equipment, Inc.	Vice President - Tax	4/17/2015	
	Dominion Fairless Hills, Inc.	Vice President - Tax	5/19/2015	
	Dominion Gas Projects Company, LLC	Vice President - Tax	11/1/2014	
	Dominion Gathering & Processing, Inc.	Vice President - Tax	9/25/2015	
	Dominion Generation Corporation	Vice President - Tax	4/24/2015	5/10/2017
	Dominion Generation, Inc.	Vice President - Tax	4/24/2015	
	Dominion Greenbrier, Inc.	Vice President - Tax	11/1/2014	
	Dominion High Voltage Holdings, Inc.	Vice President - Tax	11/1/2014	
	Dominion High Voltage MidAtlantic, Inc.	Vice President - Tax	11/1/2014	
	Dominion Investments, Inc.	Vice President - Tax	5/19/2015	
	Dominion Iroquois, Inc.	Vice President - Tax	11/1/2014	
	Dominion Keystone Pipeline Holdings, Inc.	Vice President - Tax	11/1/2014	
	Dominion Keystone Pipeline, LLC	Vice President - Tax	11/1/2014	
	Dominion MLP Holding Company II, Inc.	Vice President - Tax	3/18/2015	
	Dominion MLP Holding Company III, Inc.	Vice President - Tax	9/24/2015	
	Dominion Modular LNG Holdings, Inc.	Vice President - Tax	11/29/2017	
	Dominion Natrium Holdings, Inc.	Vice President - Tax	11/1/2014	
	Dominion North Star Generation, Inc.	Vice President - Tax	5/19/2015	
	Dominion Nuclear Projects, Inc.	Vice President - Tax	5/19/2015	
	Dominion Oklahoma Texas Exploration & Production, Inc.	Vice President - Tax	6/1/2015	
	Dominion Person, Inc.	Vice President - Tax	5/19/2015	
Dominion Privatization Holdings, Inc.	Vice President - Tax	5/19/2015		
Dominion Products and Services, Inc.	Vice President - Tax	5/19/2015		
Dominion Projects Services, Inc.	Vice President - Tax	3/18/2015		
Dominion Solar Holdings I, LLC	Vice President - Tax	4/30/2015		
Dominion Solar Holdings II, LLC	Vice President - Tax	5/19/2015		
Dominion Solar Holdings III, LLC	Vice President - Tax	4/8/2015		
Dominion Solar Holdings IV, LLC	Vice President - Tax	4/19/2016		
Dominion Solar Projects A, Inc.	Vice President - Tax	4/28/2015		
Dominion Solar Projects B, Inc.	Vice President - Tax	4/28/2015		
Dominion Solar Projects C, Inc.	Vice President - Tax	4/14/2016		
Dominion Solar Projects D, Inc.	Vice President - Tax	4/14/2016		
Dominion Solar Projects I, Inc.	Vice President - Tax	3/31/2015		
Dominion Solar Projects II, Inc.	Vice President - Tax	3/31/2015		
Dominion Solar Projects III, Inc.	Vice President - Tax	4/7/2015		

Name	Entity	Title	Effective Date	End Date
Alma W. Showalter (continued)	Dominion Solar Projects IV, Inc.	Vice President - Tax	10/30/2015	
	Dominion Solar Projects V, Inc.	Vice President - Tax	8/5/2016	
	Dominion Solar Services, Inc.	Vice President - Tax	8/10/2015	
	Dominion South Holdings I, Inc.	Vice President - Tax	11/1/2014	
	Dominion South Holdings II, LLC	Vice President - Tax	11/1/2014	
	Dominion Voltage, Inc.	Vice President - Tax	5/19/2015	
	Dominion Wholesale, Inc.	Vice President - Tax	5/19/2015	
	Dominion Wind Projects, Inc.	Vice President - Tax	5/19/2015	
	Eastern Shore Solar LLC	Vice President - Tax	11/12/2015	
	Farmington Properties, Inc.	Vice President - Tax	11/1/2014	
	Fremont Farm, LLC	Vice President - Tax	6/29/2017	
	Hecate Energy Cherrystone LLC	Vice President - Tax	9/5/2017	
	Hecate Energy Clarke County LLC	Vice President - Tax	6/28/2017	
	Hope Gas, Inc.	Vice President - Tax	11/1/2014	
	Imperial Valley Solar Company (IVSC) 2, LLC	Vice President - Tax	7/14/2015	
	Innovative Solar 37, LLC	Vice President - Tax	5/11/2017	
	Iroquois GP Holding Company, LLC	Vice President - Tax	8/10/2015	
	Maricopa West Solar PV, LLC	Vice President - Tax	11/12/2015	
	Moffett Solar 1, LLC	Vice President - Tax	11/21/2016	
	Moorings Farm 2, LLC	Vice President - Tax	6/29/2017	
	Mustang Solar, LLC	Vice President - Tax	12/15/2017	
	Pavant Solar LLC	Vice President - Tax	10/31/2014	
	Pikeville Farm, LLC	Vice President - Tax	10/18/2017	
	QPC Holding Company	Vice President - Tax	9/16/2016	
	Questar Energy Services, Inc.	Vice President - Tax	9/16/2016	
	Questar Field Services, LLC	Vice President - Tax	9/16/2016	
	Questar InfoComm, Inc.	Vice President - Tax	9/16/2016	
	Questar Project Employee Company	Vice President - Tax	9/16/2016	2/12/2018
	Questar Southern Trails Pipeline Company	Vice President - Tax	9/16/2016	
	Richland Solar Center, LLC	Vice President - Tax	4/13/2015	
	Ridgeland Solar Farm I, LLC	Vice President - Tax	11/21/2016	
	Sappony Solar LLC	Vice President - Tax	11/21/2016	
	SBL Holdco, LLC	Vice President - Tax	6/28/2016	
	Scott-II Solar LLC	Vice President - Tax	11/21/2016	
	Sedona Corp.	Vice President - Tax	12/29/2017	
	Southampton Solar LLC	Vice President - Tax	2/27/2017	
	Summit Farms Solar, LLC	Vice President - Tax	8/31/2016	
	TA - Acacia, LLC	Vice President - Tax	11/12/2014	
	The East Ohio Gas Company	Vice President - Tax	11/1/2014	
	Virginia Electric and Power Company	Vice President - Tax	1/1/2014	
Virginia Power Fuel Corporation	Vice President - Tax	4/17/2015		
Virginia Power Nuclear Services Company	Vice President - Tax	8/11/2015		
Virginia Power Services Energy Corp., Inc.	Vice President - Tax	8/11/2015		
Virginia Solar 2017 Projects LLC	Vice President - Tax	11/21/2016		
VP Property, Inc.	Vice President - Tax	4/17/2015		
Wakefield Solar, LLC	Vice President - Tax	11/1/2017		
Wexpro Company	Vice President - Tax	9/16/2016		
Wexpro Development Company	Vice President - Tax	9/16/2016		
Wexpro II Company	Vice President - Tax	9/16/2016		
Name	Entity	Title	Effective Date	End Date
Craig C. Wagstaff	Dominion Energy Overthrust Pipeline, LLC	President	9/16/2016	5/9/2017
	Dominion Energy Overthrust Pipeline, LLC	President - Western Gas Operations	5/10/2017	7/31/2017
	Dominion Energy Questar Corporation	President	9/16/2016	5/9/2017
	Dominion Energy Questar Corporation	President - Gas Distribution	8/1/2017	
	Dominion Energy Questar Corporation	President - Western Gas Operations	5/10/2017	7/31/2017
	Dominion Energy Questar Pipeline Services, Inc.	President	9/16/2016	5/9/2017
	Dominion Energy Questar Pipeline Services, Inc.	President - Western Gas Operations	5/10/2017	7/31/2017
	Dominion Energy Questar Pipeline, LLC	President	9/16/2016	5/9/2017
	Dominion Energy Questar Pipeline, LLC	President - Western Gas Operations	5/10/2017	7/31/2017
	Dominion Energy Wexpro Services Company	President - Gas Distribution	8/1/2017	
	Dominion Energy Wexpro Services Company	President - Western Gas Operations	6/19/2017	7/31/2017
	Hope Gas, Inc.	President - Gas Distribution	8/1/2017	
	QPC Holding Company	President	9/16/2016	5/9/2017
	QPC Holding Company	President - Gas Distribution	8/1/2017	

Name	Entity	Title	Effective Date	End Date
Craig C. Wagstaff (continued)	QPC Holding Company	President - Western Gas Operations	5/10/2017	7/31/2017
	Questar Energy Services, Inc.	President	9/16/2016	5/9/2017
	Questar Energy Services, Inc.	President - Western Gas Operations	5/10/2017	7/31/2017
	Questar Field Services, LLC	President	9/16/2016	5/9/2017
	Questar Field Services, LLC	President - Gas Distribution	8/1/2017	
	Questar Field Services, LLC	President - Western Gas Operations	5/10/2017	7/31/2017
	Questar InfoComm, Inc.	President	9/16/2016	5/9/2017
	Questar InfoComm, Inc.	President - Gas Distribution	8/1/2017	
	Questar InfoComm, Inc.	President - Western Gas Operations	5/10/2017	7/31/2017
	Questar Project Employee Company	President	9/16/2016	5/9/2017
	Questar Project Employee Company	President - Gas Distribution	8/1/2017	2/12/2018
	Questar Project Employee Company	President - Western Gas Operations	5/10/2017	7/31/2017
	Questar Southern Trails Pipeline Company	President	9/16/2016	5/9/2017
	Questar Southern Trails Pipeline Company	President - Gas Distribution	8/1/2017	
	Questar Southern Trails Pipeline Company	President - Western Gas Operations	5/10/2017	7/31/2017
	The East Ohio Gas Company	President - Gas Distribution	8/1/2017	
	Wexpro Company	President	9/16/2016	5/9/2017
	Wexpro Company	President - Gas Distribution	8/1/2017	
	Wexpro Company	President - Western Gas Operations	5/10/2017	7/31/2017
	Wexpro Development Company	President	9/16/2016	5/9/2017
	Wexpro Development Company	President - Gas Distribution	8/1/2017	
Wexpro Development Company	President - Western Gas Operations	5/10/2017	7/31/2017	
Wexpro II Company	President	9/16/2016	5/9/2017	
Wexpro II Company	President - Gas Distribution	8/1/2017		
Wexpro II Company	President - Western Gas Operations	5/10/2017	7/31/2017	
Name	Entity	Title	Effective Date	End Date
Mark O. Webb	96WI 8me LLC	Senior Vice President - Corporate Affairs and Chief Legal Officer	3/23/2017	
	Alamo Solar, LLC	Senior Vice President - Corporate Affairs and Chief Legal Officer	1/1/2017	
	Buckingham Solar I LLC	Senior Vice President - Corporate Affairs and Chief Legal Officer	1/1/2017	
	Catalina Solar 2, LLC	Senior Vice President - Corporate Affairs and Chief Legal Officer	1/1/2017	
	CID Solar, LLC	Senior Vice President - Corporate Affairs and Chief Legal Officer	1/1/2017	
	Clipperton Holdings LLC	Senior Vice President - Corporate Affairs and Chief Legal Officer	10/4/2017	
	CNG Coal Company	Senior Vice President - Corporate Affairs and Chief Legal Officer	1/1/2017	
	CNG Power Services Corporation	Senior Vice President - Corporate Affairs and Chief Legal Officer	1/1/2017	
	Correctional Solar LLC	Senior Vice President - Corporate Affairs and Chief Legal Officer	1/1/2017	
	Cottonwood Solar, LLC	Senior Vice President - Corporate Affairs and Chief Legal Officer	1/1/2017	
	Cove Point GP Holding Company, LLC	Senior Vice President - Corporate Affairs and Chief Legal Officer	1/1/2017	
	Dominion ACP Holding, Inc.	Senior Vice President - Corporate Affairs and Chief Legal Officer	1/1/2017	
	Dominion Alternative Energy Holdings, Inc.	Senior Vice President - Corporate Affairs and Chief Legal Officer	1/1/2017	
	Dominion Atlantic Coast Pipeline, LLC	Senior Vice President - Corporate Affairs and Chief Legal Officer	1/1/2017	
	Dominion Brine, LLC	Senior Vice President - Corporate Affairs and Chief Legal Officer	1/1/2017	
	Dominion Capital, Inc.	Senior Vice President - Corporate Affairs and Chief Legal Officer	1/1/2017	
	Dominion Cogen WV, Inc.	Senior Vice President - Corporate Affairs and Chief Legal Officer	1/1/2017	
	Dominion Cove Point, Inc.	Senior Vice President - Corporate Affairs and Chief Legal Officer	1/1/2017	
	Dominion Energy Carolina Gas Services, Inc.	Senior Vice President - Corporate Affairs and Chief Legal Officer	1/1/2017	

Name	Entity	Title	Effective Date	End Date
Mark O. Webb (continued)	Dominion Energy Carolina Gas Transmission, LLC	Senior Vice President - Corporate Affairs and Chief Legal Officer	1/1/2017	
	Dominion Energy Field Services, Inc.	Senior Vice President - Corporate Affairs and Chief Legal Officer	1/1/2017	
	Dominion Energy Fuel Services, Inc.	Senior Vice President - Corporate Affairs and Chief Legal Officer	1/1/2017	
	Dominion Energy Gas Holdings, LLC	Director	1/1/2014	
	Dominion Energy Gas Holdings, LLC	Senior Vice President - Corporate Affairs and Chief Legal Officer	1/1/2017	
	Dominion Energy Generation Marketing, Inc.	Senior Vice President - Corporate Affairs and Chief Legal Officer	1/1/2017	
	Dominion Energy Kewaunee, Inc.	Senior Vice President - Corporate Affairs and Chief Legal Officer	1/1/2017	
	Dominion Energy Manchester Street, Inc.	Senior Vice President - Corporate Affairs and Chief Legal Officer	1/1/2017	
	Dominion Energy Midstream GP, LLC	Senior Vice President - Corporate Affairs and Chief Legal Officer	1/1/2017	
	Dominion Energy Nuclear Connecticut, Inc.	Senior Vice President - Corporate Affairs and Chief Legal Officer	1/1/2017	
	Dominion Energy Overthrust Pipeline, LLC	Senior Vice President - Corporate Affairs and Chief Legal Officer	1/1/2017	
	Dominion Energy Payroll Company, Inc.	Senior Vice President - Corporate Affairs and Chief Legal Officer	1/1/2017	
	Dominion Energy Questar Corporation	Senior Vice President - Corporate Affairs and Chief Legal Officer	1/1/2017	
	Dominion Energy Questar Pipeline Services, Inc.	Senior Vice President - Corporate Affairs and Chief Legal Officer	1/1/2017	
	Dominion Energy Questar Pipeline, LLC	Senior Vice President - Corporate Affairs and Chief Legal Officer	1/1/2017	
	Dominion Energy Services, Inc.	Senior Vice President - Corporate Affairs and Chief Legal Officer	1/1/2017	
	Dominion Energy Solar CA, LLC	Senior Vice President - Corporate Affairs and Chief Legal Officer	1/1/2017	
	Dominion Energy Solutions, Inc.	Senior Vice President - Corporate Affairs and Chief Legal Officer	1/1/2017	
	Dominion Energy Technical Solutions, Inc.	Senior Vice President - Corporate Affairs and Chief Legal Officer	1/1/2017	
	Dominion Energy Technologies II, Inc.	Senior Vice President - Corporate Affairs and Chief Legal Officer	1/1/2017	
	Dominion Energy Technologies, Inc.	Senior Vice President - Corporate Affairs and Chief Legal Officer	1/1/2017	
	Dominion Energy Terminal Company, Inc.	Senior Vice President - Corporate Affairs and Chief Legal Officer	1/1/2017	
	Dominion Energy Transmission, Inc.	Senior Vice President - Corporate Affairs and Chief Legal Officer	1/1/2017	
	Dominion Energy Wexpro Services Company	Senior Vice President - Corporate Affairs and Chief Legal Officer	6/19/2017	
	Dominion Energy, Inc.	Senior Vice President - Corporate Affairs and Chief Legal Officer	1/1/2017	
	Dominion Equipment III, Inc.	Senior Vice President - Corporate Affairs and Chief Legal Officer	1/1/2017	
	Dominion Equipment, Inc.	Senior Vice President - Corporate Affairs and Chief Legal Officer	1/1/2017	
	Dominion Fairless Hills, Inc.	Senior Vice President - Corporate Affairs and Chief Legal Officer	1/1/2017	
	Dominion Gas Projects Company, LLC	Senior Vice President - Corporate Affairs and Chief Legal Officer	1/1/2017	
	Dominion Gathering & Processing, Inc.	Senior Vice President - Corporate Affairs and Chief Legal Officer	1/1/2017	
Dominion Generation Corporation	Senior Vice President - Corporate Affairs and Chief Legal Officer	1/1/2017	5/10/2017	
Dominion Generation, Inc.	Senior Vice President - Corporate Affairs and Chief Legal Officer	1/1/2017		

Name	Entity	Title	Effective Date	End Date
Mark O. Webb (continued)	Dominion Greenbrier, Inc.	Senior Vice President - Corporate Affairs and Chief Legal Officer	1/1/2017	
	Dominion High Voltage Holdings, Inc.	Senior Vice President - Corporate Affairs and Chief Legal Officer	1/1/2017	
	Dominion High Voltage MidAtlantic, Inc.	Senior Vice President - Corporate Affairs and Chief Legal Officer	1/1/2017	
	Dominion Investments, Inc.	Senior Vice President - Corporate Affairs and Chief Legal Officer	1/1/2017	
	Dominion Iroquois, Inc.	Senior Vice President - Corporate Affairs and Chief Legal Officer	1/1/2017	
	Dominion Keystone Pipeline Holdings, Inc.	Senior Vice President - Corporate Affairs and Chief Legal Officer	1/1/2017	
	Dominion Keystone Pipeline, LLC	Senior Vice President - Corporate Affairs and Chief Legal Officer	1/1/2017	
	Dominion MLP Holding Company II, Inc.	Senior Vice President - Corporate Affairs and Chief Legal Officer	1/1/2017	
	Dominion MLP Holding Company III, Inc.	Senior Vice President - Corporate Affairs and Chief Legal Officer	1/1/2017	
	Dominion MLP Holding Company, LLC	Senior Vice President - Corporate Affairs and Chief Legal Officer	1/1/2017	
	Dominion Modular LNG Holdings, Inc.	Senior Vice President - Corporate Affairs and Chief Legal Officer	11/29/2017	
	Dominion Natrium Holdings, Inc.	Senior Vice President - Corporate Affairs and Chief Legal Officer	1/1/2017	
	Dominion North Star Generation, Inc.	Senior Vice President - Corporate Affairs and Chief Legal Officer	1/1/2017	
	Dominion Nuclear Projects, Inc.	Senior Vice President - Corporate Affairs and Chief Legal Officer	1/1/2017	
	Dominion Oklahoma Texas Exploration & Production, Inc.	Senior Vice President - Corporate Affairs and Chief Legal Officer	1/1/2017	
	Dominion Person, Inc.	Senior Vice President - Corporate Affairs and Chief Legal Officer	1/1/2017	
	Dominion Privatization Holdings, Inc.	Senior Vice President - Corporate Affairs and Chief Legal Officer	1/1/2017	
	Dominion Products and Services, Inc.	Senior Vice President - Corporate Affairs and Chief Legal Officer	1/1/2017	
	Dominion Projects Services, Inc.	Senior Vice President - Corporate Affairs and Chief Legal Officer	1/1/2017	
	Dominion Solar Holdings I, LLC	Senior Vice President - Corporate Affairs and Chief Legal Officer	1/1/2017	
	Dominion Solar Holdings II, LLC	Senior Vice President - Corporate Affairs and Chief Legal Officer	1/1/2017	
	Dominion Solar Holdings III, LLC	Senior Vice President - Corporate Affairs and Chief Legal Officer	1/1/2017	
	Dominion Solar Holdings IV, LLC	Senior Vice President - Corporate Affairs and Chief Legal Officer	1/1/2017	
	Dominion Solar Projects A, Inc.	Senior Vice President - Corporate Affairs and Chief Legal Officer	1/1/2017	
	Dominion Solar Projects B, Inc.	Senior Vice President - Corporate Affairs and Chief Legal Officer	1/1/2017	
	Dominion Solar Projects C, Inc.	Senior Vice President - Corporate Affairs and Chief Legal Officer	1/1/2017	
	Dominion Solar Projects D, Inc.	Senior Vice President - Corporate Affairs and Chief Legal Officer	1/1/2017	
	Dominion Solar Projects I, Inc.	Senior Vice President - Corporate Affairs and Chief Legal Officer	1/1/2017	
	Dominion Solar Projects II, Inc.	Senior Vice President - Corporate Affairs and Chief Legal Officer	1/1/2017	
	Dominion Solar Projects III, Inc.	Senior Vice President - Corporate Affairs and Chief Legal Officer	1/1/2017	
Dominion Solar Projects IV, Inc.	Senior Vice President - Corporate Affairs and Chief Legal Officer	1/1/2017		
Dominion Solar Projects V, Inc.	Senior Vice President - Corporate Affairs and Chief Legal Officer	1/1/2017		

Name	Entity	Title	Effective Date	End Date
Mark O. Webb (continued)	Dominion Solar Services, Inc.	Senior Vice President - Corporate Affairs and Chief Legal Officer	1/1/2017	
	Dominion South Holdings I, Inc.	Senior Vice President - Corporate Affairs and Chief Legal Officer	1/1/2017	
	Dominion South Holdings II, LLC	Senior Vice President - Corporate Affairs and Chief Legal Officer	1/1/2017	
	Dominion Voltage, Inc.	Senior Vice President - Corporate Affairs and Chief Legal Officer	1/1/2017	
	Dominion Wholesale, Inc.	Senior Vice President - Corporate Affairs and Chief Legal Officer	1/1/2017	
	Dominion Wind Projects, Inc.	Senior Vice President - Corporate Affairs and Chief Legal Officer	1/1/2017	
	Eastern Shore Solar LLC	Senior Vice President - Corporate Affairs and Chief Legal Officer	1/1/2017	
	Farmington Properties, Inc.	Senior Vice President - Corporate Affairs and Chief Legal Officer	1/1/2017	
	Fremont Farm, LLC	Senior Vice President - Corporate Affairs and Chief Legal Officer	6/29/2017	
	Hecate Energy Cherrydale LLC	Senior Vice President - Corporate Affairs and Chief Legal Officer	9/5/2017	
	Hecate Energy Clarke County LLC	Senior Vice President - Corporate Affairs and Chief Legal Officer	6/28/2017	
	Hope Gas, Inc.	Senior Vice President - Corporate Affairs and Chief Legal Officer	1/1/2017	
	Imperial Valley Solar Company (IVSC) 2, LLC	Senior Vice President - Corporate Affairs and Chief Legal Officer	1/1/2017	
	Innovative Solar 37, LLC	Senior Vice President - Corporate Affairs and Chief Legal Officer	5/11/2017	
	Iroquois GP Holding Company, LLC	Senior Vice President - Corporate Affairs and Chief Legal Officer	1/1/2017	
	Maricopa West Solar PV, LLC	Senior Vice President - Corporate Affairs and Chief Legal Officer	1/1/2017	
	Moffett Solar 1, LLC	Senior Vice President - Corporate Affairs and Chief Legal Officer	1/1/2017	
	Moorings Farm 2, LLC	Senior Vice President - Corporate Affairs and Chief Legal Officer	6/29/2017	
	Mustang Solar, LLC	Senior Vice President - Corporate Affairs and Chief Legal Officer	12/15/2017	
	Pavant Solar LLC	Senior Vice President - Corporate Affairs and Chief Legal Officer	1/1/2017	
	Pikeville Farm, LLC	Senior Vice President - Corporate Affairs and Chief Legal Officer	10/18/2017	
	QPC Holding Company	Senior Vice President - Corporate Affairs and Chief Legal Officer	1/1/2017	
	Questar Energy Services, Inc.	Senior Vice President - Corporate Affairs and Chief Legal Officer	1/1/2017	
	Questar Field Services, LLC	Senior Vice President - Corporate Affairs and Chief Legal Officer	1/1/2017	
	Questar InfoComm, Inc.	Senior Vice President - Corporate Affairs and Chief Legal Officer	1/1/2017	
	Questar Project Employee Company	Senior Vice President - Corporate Affairs and Chief Legal Officer	1/1/2017	2/12/2018
	Questar Southern Trails Pipeline Company	Senior Vice President - Corporate Affairs and Chief Legal Officer	1/1/2017	
	Richland Solar Center, LLC	Senior Vice President - Corporate Affairs and Chief Legal Officer	1/1/2017	
	Ridgeland Solar Farm I, LLC	Senior Vice President - Corporate Affairs and Chief Legal Officer	1/1/2017	
	Sappony Solar LLC	Senior Vice President - Corporate Affairs and Chief Legal Officer	1/1/2017	
SBL Holdco, LLC	Senior Vice President - Corporate Affairs and Chief Legal Officer	1/1/2017		
Scott-II Solar LLC	Senior Vice President - Corporate Affairs and Chief Legal Officer	1/1/2017		

Name	Entity	Title	Effective Date	End Date
Mark O. Webb (continued)	Southampton Solar LLC	Senior Vice President - Corporate Affairs and Chief Legal Officer	2/27/2017	
	Summit Farms Solar, LLC	Senior Vice President - Corporate Affairs and Chief Legal Officer	1/1/2017	
	TA - Acacia, LLC	Senior Vice President - Corporate Affairs and Chief Legal Officer	1/1/2017	
	The East Ohio Gas Company	Senior Vice President - Corporate Affairs and Chief Legal Officer	1/1/2017	
	Virginia Electric and Power Company	Director	1/1/2014	
	Virginia Electric and Power Company	Senior Vice President - Corporate Affairs and Chief Legal Officer	1/1/2017	
	Virginia Power Fuel Corporation	Senior Vice President - Corporate Affairs and Chief Legal Officer	1/1/2017	
	Virginia Power Nuclear Services Company	Senior Vice President - Corporate Affairs and Chief Legal Officer	1/1/2017	
	Virginia Power Services Energy Corp., Inc.	Senior Vice President - Corporate Affairs and Chief Legal Officer	1/1/2017	
	Virginia Solar 2017 Projects LLC	Senior Vice President - Corporate Affairs and Chief Legal Officer	1/1/2017	
	VP Property, Inc.	Senior Vice President - Corporate Affairs and Chief Legal Officer	1/1/2017	
	Wakefield Solar, LLC	Senior Vice President - Corporate Affairs and Chief Legal Officer	11/1/2017	
	Wexpro Company	Senior Vice President - Corporate Affairs and Chief Legal Officer	1/1/2017	
	Wexpro Development Company	Senior Vice President - Corporate Affairs and Chief Legal Officer	1/1/2017	
	Wexpro II Company	Senior Vice President - Corporate Affairs and Chief Legal Officer	1/1/2017	
Name	Entity	Title	Effective Date	End Date
Thomas P. Wohlfarth	Dominion Energy Midstream GP, LLC	Senior Vice President - Regulatory Affairs	5/10/2017	
	Dominion Energy Services, Inc.	Senior Vice President - Regulatory Affairs	9/1/2011	
	Dominion Energy, Inc.	Senior Vice President - Regulatory Affairs	5/10/2017	
	Hope Gas, Inc.	Senior Vice President - Regulatory Affairs	5/10/2017	
	The East Ohio Gas Company	Senior Vice President - Regulatory Affairs	5/10/2017	
	Virginia Electric and Power Company	Senior Vice President - Regulatory Affairs	9/1/2011	
Name	Entity	Title	Effective Date	End Date
Fred G. Wood, III	Blue Racer Midstream, LLC	Management Committee - Member Representative	6/1/2016	
	CNG Coal Company	Senior Vice President - Financial Management	1/1/2014	
	Cove Point GP Holding Company, LLC	Senior Vice President - Financial Management	3/11/2014	
	Dominion ACP Holding, Inc.	Senior Vice President - Financial Management	8/27/2014	
	Dominion Atlantic Coast Pipeline, LLC	Senior Vice President - Financial Management	8/28/2014	
	Dominion Brine, LLC	Senior Vice President - Financial Management	1/1/2014	
	Dominion Cove Point, Inc.	Senior Vice President - Financial Management	1/1/2014	
	Dominion Energy Carolina Gas Transmission, LLC	Senior Vice President - Financial Management	1/31/2015	
	Dominion Energy Field Services, Inc.	Senior Vice President - Financial Management	1/1/2014	
	Dominion Energy Fuel Services, Inc.	Senior Vice President - Financial Management	1/1/2014	

Name	Entity	Title	Effective Date	End Date
Fred G. Wood, III (continued)	Dominion Energy Overthrust Pipeline, LLC	Senior Vice President - Financial Management	9/16/2016	
	Dominion Energy Questar Corporation	Senior Vice President - Financial Management	9/16/2016	
	Dominion Energy Questar Pipeline Services, Inc.	Senior Vice President - Financial Management	9/16/2016	
	Dominion Energy Questar Pipeline, LLC	Senior Vice President - Financial Management	9/16/2016	
	Dominion Energy Services, Inc.	Senior Vice President - Financial Management	9/9/2016	
	Dominion Energy Solutions, Inc.	Senior Vice President - Financial Management	5/17/2016	
	Dominion Energy Transmission, Inc.	Senior Vice President - Financial Management	1/1/2014	
	Dominion Energy Wexpro Services Company	Senior Vice President - Financial Management	6/19/2017	
	Dominion Gas Projects Company, LLC	Senior Vice President - Financial Management	1/1/2014	
	Dominion Gathering & Processing, Inc.	Senior Vice President - Financial Management	9/25/2015	
	Dominion Greenbrier, Inc.	Senior Vice President - Financial Management	1/1/2014	
	Dominion Iroquois, Inc.	Senior Vice President - Financial Management	1/1/2014	
	Dominion Keystone Pipeline Holdings, Inc.	Senior Vice President - Financial Management	1/1/2014	
	Dominion Keystone Pipeline, LLC	Senior Vice President - Financial Management	1/1/2014	
	Dominion Modular LNG Holdings, Inc.	Senior Vice President - Financial Management	11/29/2017	
	Dominion Natrium Holdings, Inc.	Senior Vice President - Financial Management	1/1/2014	
	Dominion Oklahoma Texas Exploration & Production, Inc.	Senior Vice President - Financial Management	1/1/2014	
	Dominion Products and Services, Inc.	Senior Vice President - Financial Management	5/17/2016	
	Dominion South Holdings I, Inc.	Senior Vice President - Financial Management	1/1/2014	
	Dominion South Holdings II, LLC	Senior Vice President - Financial Management	1/1/2014	
	Farmington Properties, Inc.	Senior Vice President - Financial Management	1/1/2014	
	Hope Gas, Inc.	Senior Vice President - Financial Management	1/1/2014	
	Iroquois GP Holding Company, LLC	Senior Vice President - Financial Management	8/10/2015	
	QPC Holding Company	Senior Vice President - Financial Management	9/16/2016	
	Questar Energy Services, Inc.	Senior Vice President - Financial Management	9/16/2016	
	Questar Field Services, LLC	Senior Vice President - Financial Management	9/16/2016	
	Questar InfoComm, Inc.	Senior Vice President - Financial Management	9/16/2016	
	Questar Project Employee Company	Senior Vice President - Financial Management	9/16/2016	2/12/2018
	Questar Southern Trails Pipeline Company	Senior Vice President - Financial Management	9/16/2016	
	The East Ohio Gas Company	Senior Vice President - Financial Management	1/1/2014	
Wexpro Company	Senior Vice President - Financial Management	9/16/2016		
Wexpro Development Company	Senior Vice President - Financial Management	9/16/2016		

Name	Entity	Title	Effective Date	End Date
Fred G. Wood, III (continued)	Wexpro II Company	Senior Vice President - Financial Management	9/16/2016	
Name	Entity	Title	Effective Date	End Date
Julia A. Wray	Atlantic Coast Pipeline, LLC	Assistant Secretary	10/6/2016	3/9/2018
	Dominion Energy Midstream GP, LLC	Assistant Secretary	10/21/2016	3/9/2018
	Dominion Energy Overthrust Pipeline, LLC	Assistant Secretary	9/16/2016	3/9/2018
	Dominion Energy Questar Corporation	Assistant Secretary	9/16/2016	3/9/2018
	Dominion Energy Questar Pipeline Services, Inc.	Assistant Secretary	9/16/2016	3/9/2018
	Dominion Energy Questar Pipeline, LLC	Assistant Secretary	9/16/2016	3/9/2018
	Dominion Energy Wexpro Services Company	Assistant Secretary	6/19/2017	3/9/2018
	Dominion Energy, Inc.	Assistant Corporate Secretary	5/10/2017	3/9/2018
	QPC Holding Company	Assistant Secretary	9/16/2016	3/9/2018
	Questar Energy Services, Inc.	Assistant Secretary	9/16/2016	3/9/2018
	Questar Field Services, LLC	Assistant Secretary	9/16/2016	3/9/2018
	Questar InfoComm, Inc.	Assistant Secretary	9/16/2016	3/9/2018
	Questar Project Employee Company	Assistant Secretary	9/16/2016	2/12/2018
	Questar Southern Trails Pipeline Company	Assistant Secretary	9/16/2016	3/9/2018
	Wexpro Company	Assistant Secretary	9/16/2016	3/9/2018
	Wexpro Development Company	Assistant Secretary	9/16/2016	3/9/2018
Wexpro II Company	Assistant Secretary	9/16/2016	3/9/2018	

1.6 Changes in Ownership as of December 31, 2017

There were no changes in ownership between the regulated utility and affiliates for the year ended, December 31, 2017.

1.7 Affiliate Descriptions of December 31, 2017

Affiliated Entity	Purpose
Dominion Energy, Inc.	Corporate parent holding company (publically traded on NYSE: D).
Dominion Energy Questar Corporation	Holding company for Questar entities.
NYSEARCH Robotics, LLC	Collaborative research, development and demonstration organization dedicated to serving its gas utility member companies; Questar Gas Company holds 5.1% ownership interest.
Dominion Energy Questar Pipeline Services, Inc.	Special benefit employees company.
QPC Holding Company	Limited partner of Dominion Energy Midstream Partners, LP and holding company of former Questar Pipeline subsidiaries.
Wexpro Development Company	Provides oil and gas exploration services.
Wexpro Company	Develops and produces gas reserves on behalf of Dominion Energy, and delivers natural gas at its cost of service under the terms of a comprehensive Wexpro Agreement, with operations in Wyoming, Colorado and Utah.
Wexpro II Company	Develops and produces any newly aquired gas reserves on behalf of Dominion Energy, and delivers natural gas at its cost of service under the terms of the Wexpro II Agreement.
Dominion Energy Wexpro Services Company	Services company for Wexpro employees (beginning 2018).
Questar Southern Trails Pipeline Company	487-mile line extending from the Blanco hub in the San Juan Basin of northern New Mexico to delivery interconnects with California utilities. Southern Trails has a total daily transportation capacity of 80 MMcf and interconnects with several major pipelines serving the region.
Questar InfoComm, Inc.	Provides telecommunication technology solutions and services to Questar affiliates as well as communication services for large to medium external businesses.
Questar Energy Services, Inc.	Provides professional measurement and analytical services for the oil and gas industry.
Dominion Cove Point, Inc.	Holding company for Cove Point LNG facility.
Dominion MLP Holding Company, LLC	Limited partner of Dominion Energy Midstream Partners, LP.
Dominion Energy Midstream GP, LLC	Engage in any related or incidental activities to the Cove Point LNG facility.
Dominion Energy Midstream Partners, LP	Engage in any related or incidental activities relating to natural gas terminalling, processing, storage, transportation and related assets (publically traded on NYSE: DM).
Dominion Energy Questar Pipeline, LLC	Interstate natural gas pipeline company that provides transportation and underground storage services in Utah, Wyoming and Colorado. The company owns and operates slightly more than 2,500 miles of pipeline with total daily capacity of 2,530 Mdth.
Dominion Energy Overthrust Pipeline, LLC	261-mile, mostly 36-inch diameter pipeline located in southwestern Wyoming with a total daily capacity of 2,400 Mdth. It provides transportation services for producers in the Green River, Overthrust, Wamsutter and other Rockies producing basins with interconnects to several major pipeline systems including Ruby Pipeline, Rockies Express Pipeline, Dominion Energy Questar Pipeline, LLC, Kern River Gas Transmission, and Wyoming Interstate Company.

Affiliated Entity	Purpose
Questar White River Hub, LLC	Holding company for Questar's interest in White River Hub.
White River Hub, LLC	Joint venture between Dominion Energy Questar Pipeline, LLC (the hub operator) and Enterprise Products Partners L.P., consisting of four miles of existing 36-inch diameter pipe and about seven miles of new, 30-inch diameter pipe, plus tie-in and metering facilities. White River Hub provides more than 2.5 Bcf/d of firm and interruptible transportation service allowing producers, marketers and shippers to access downstream markets for natural gas volumes produced in northwest Colorado's Piceance Basin.
Questar Field Services, LLC	Provides natural gas gathering and processing services in the Uinta, Piceance, and Green River basins as well as other expanding plays outside of these areas.
Dominion Products and Services, Inc.	Marketed energy related services and is a full service provider of a variety of home protection programs, including but not limited to water, sewer and gas lines to HVAC and electrical components.
Dominion Generation, Inc.	Non-utility power producer; generates electricity through solar energy; provides natural gas and oil exploration and production services; and provides energy trading and marketing services.
Dominion Energy Services, Inc.	Provides shared services such as accounting, legal and payroll to all of the Dominion Energy subsidiaries.

2.0 Transactions

The following pages include the following information about services rendered by the regulated utility to the affiliate and vice versa:

- A description of the nature of the transactions
- Total charges or billings
- Information about the basis of pricing, cost of service, the margin of charges over costs, assets allocable to the servuces and the overall rate of return on assets

2.1 Summary of Transactions for the Year Ended December 31, 2017

Affiliated Entity	Dominion Energy Ownership Interest	Services Provided Pursuant to IASA (1)			NON-IASA Goods and Services (2)		
		Services Received	Services Provided	Total Received & Provided	Services Received	Services Provided	Total Received & Provided
Wexpro	100%	511.87	845,778.90	846,290.77	272,138,976.71	-	272,138,976.71
Questar Corp	100%	56,812,027.37	1,796,917.06	58,608,944.43	-	-	-
Questar InfoComm	100%	3,451.02	169,281.28	172,732.30	-	-	-
Questar Pipeline Co	100%	841,511.25	3,556,666.43	4,398,177.68	73,524,287.99	-	73,524,287.99
Questar Overthrust Pipeline Co	100%	250.54	66,804.51	67,055.05	-	-	-
Questar Energy Services	100%	14,291.54	328,558.87	342,850.41	-	-	-
Questar Southern Trails	100%	1,620.00	206,143.21	207,763.21	-	-	-
Questar Field Services	100%	-	233.46	233.46	-	-	-
Questar Project Employee Company	100% (Dissolved 2/12/2018)	1,529,611.23	549.03	1,530,160.26	-	-	-
Wexpro Development Company	100%	-	-	-	46,296,504.50	-	46,296,504.50
Questar Fueling Company	0% (Sold 12/16/2016)	-	(1,091.13)	(1,091.13)	-	-	-
Questar Pipeline Services Co	100%	1,233,862.21	818,741.19	2,052,603.40	-	-	-
Dominion Resource Services	100%	231,932.12	227.82	232,159.94	-	-	-
Dominion Energy Solar	100%	-	9,387.69	9,387.69	-	-	-
Dominion Energy, Inc.	100%	-	-	-	817,639.59	-	817,639.59
		60,669,069.15	7,798,198.32	68,467,267.47	392,777,408.79	-	392,777,408.79

(1) IASA - Agreement where company affiliates provide/receive support functions with Questar Gas. Could be allocated, or charged.

(2) Non Intercompany Administrative Service Agreements (IASA) consist of the Wexpro and Wexpro II Service Agreements, and the QPC Service Agreement

2.2 Affiliate Transactions
Wexpro Company
Affiliated Transactions
For the Year Ended December 31, 2017

<u>Account Description</u>	<u>Questar Gas</u>	<u>Questar Gas</u>	
	<u>Received</u>	<u>Services</u>	
	<u>Services</u>	<u>Provided</u>	
Gas Royalties	10,199,924.71		(a)
Operating Service Fee	261,939,052.00		(a)
Administrative services under the IASA	511.87	845,778.90	(b)
<hr/>			
Total	<u>272,139,488.58</u>	<u>845,778.90</u>	
Basis of pricing	(a), (b)	(a), (b)	
Cost of service	(a), (b)	(a), (b)	
The margin of charges over costs	(a)	(a)	
Assets allocable to the services	NA	NA	
The overall rate of return on assets	(a)	(a)	

(a) Pricing and Services are provided under the Wexpro Operator Service Fee Agreement

(b) Services are performed under the IASA.

2.2 Affiliate Transactions
Questar Field Services
Affiliated Transactions
For the Year Ended December 31, 2017

<u>Account Description</u>	<u>Questar Gas Received Services</u>	<u>Questar Gas Provided Services</u>
Administrative services under the IASA	-	233.46 (a)
Total	<u>-</u>	<u>233.46</u>
Basis of pricing	(a)	(a)
Cost of service	(a)	(a)
The margin of charges over costs	NA	NA
Assets allocable to the services	NA	NA
The overall rate of return on assets	NA	NA

(a) Services are performed under the IASA.

2.2 Affiliate Transactions
Questar Corp
Affiliated Transactions
For the Year Ended December 31, 2017

<u>Account Description</u>	<u>Questar Gas Received Services</u>	<u>Questar Gas Provided Services</u>	
Administrative services under the IASA	56,812,027.37	1,796,917.06	(a)
Total	<u>56,812,027.37</u>	<u>1,796,917.06</u>	
Basis of pricing	(a)	(a)	
Cost of service	NA	NA	
The margin of charges over costs	NA	NA	
Assets allocable to the services	NA	NA	
The overall rate of return on assets	NA	NA	

(a) Services are performed under the IASA.

2.2 Affiliate Transactions
Questar Project Employee Company
Affiliated Transactions
For the Year Ended December 31, 2017

<u>Account Description</u>	<u>Questar Gas Received Services</u>	<u>Questar Gas Provided Services</u>
Administrative services under the IASA	1,529,611.23	549.03 (a)
Total	<u>1,529,611.23</u>	<u>549.03</u>
Basis of pricing	(a)	(a)
Cost of service	(a)	(a)
The margin of charges over costs	NA	NA
Assets allocable to the services	NA	NA
The overall rate of return on assets	NA	NA

(a) Services are performed under the IASA.

2.2 Affiliate Transactions
Questar InfoComm
Affiliated Transactions
For the Year Ended December 31, 2017

<u>Account Description</u>	<u>Questar Gas Received Services</u>	<u>Questar Gas Provided Services</u>
Telecom Services	3,451.02	169,281.28 (a)
<hr/>		
Total	<u>3,451.02</u>	<u>169,281.28</u>
Basis of pricing	(a)	(a)
Cost of service	NA	NA
The margin of charges over costs	NA	NA
Assets allocable to the services	NA	NA
The overall rate of return on assets	NA	NA

(a) Services are performed under the IASA.

2.2 Affiliate Transactions

Wexpro II

Affiliated Transactions

For the Year Ended December 31, 2017

<u>Account Description</u>	<u>Questar Gas Received Services</u>	<u>Questar Gas Provided Services</u>	
Operating Service Fee	46,296,504.50	-	(a)
<hr/>			
Total	<u>46,296,504.50</u>	<u>-</u>	
Basis of pricing	(a)	(a)	
Cost of service	NA	NA	
The margin of charges over costs	NA	NA	
Assets allocable to the services	NA	NA	
The overall rate of return on assets	NA	NA	

(a) Pricing and Services are provided under the Wexpro II Agreement

2.2 Affiliate Transactions
Questar Pipeline Company
Affiliated Transactions
For the Year Ended December 31, 2017

<u>Account Description</u>	<u>Questar Gas Received Services</u>	<u>Questar Gas Provided Services</u>	
Natural gas transportation services	59,438,671.70		(a)
Natural gas storage services	14,085,616.29		(a)
Administrative services under the IASA	841,511.25	3,556,666.43	(b)
<hr/>			
Total	<u>74,365,799.24</u>	<u>3,556,666.43</u>	
Basis of pricing	(a), (b)	(a), (b)	
Cost of service	NA	NA	
The margin of charges over costs	NA	NA	
Assets allocable to the services	NA	NA	
The overall rate of return on assets	NA	NA	

(a) Prices are set according to Questar Pipeline's tariff and contracts

(b) Services are performed under the IASA.

2.2 Affiliate Transactions
Questar Fueling Company
Affiliated Transactions
For the Year Ended December 31, 2017

<u>Account Description</u>	<u>Questar Gas Received Services</u>	<u>Questar Gas Provided Services</u>
Administrative services under the IASA	-	(1,091.13) (a)
<hr/>		
Total	-	(1,091.13)
<hr/>		
Basis of pricing	(a)	(a)
Cost of service	NA	NA
The margin of charges over costs	NA	NA
Assets allocable to the services	NA	NA
The overall rate of return on assets	NA	NA

(a) Services are performed under the IASA.

2.2 Affiliate Transactions
Questar Overthrust Pipeline Company
Affiliated Transactions
For the Year Ended December 31, 2017

<u>Account Description</u>	<u>Questar Gas Received Services</u>	<u>Questar Gas Provided Services</u>
Administrative services under the IASA	250.54	66,804.51 (a)
Total	<u>250.54</u>	<u>66,804.51</u>
Basis of pricing	(a)	(a)
Cost of service	NA	NA
The margin of charges over costs	NA	NA
Assets allocable to the services	NA	NA
The overall rate of return on assets	NA	NA

(a) Services are performed under the IASA.

2.2 Affiliate Transactions
Questar Pipeline Services Company
Affiliated Transactions
For the Year Ended December 31, 2017

<u>Account Description</u>	<u>Questar Gas Received Services</u>	<u>Questar Gas Provided Services</u>	
Administrative services under the IASA	1,233,862.21	818,741.19	(a)
Total	<u>1,233,862.21</u>	<u>818,741.19</u>	
Basis of pricing	(a)	(a)	
Cost of service	NA	NA	
The margin of charges over costs	NA	NA	
Assets allocable to the services	NA	NA	
The overall rate of return on assets	NA	NA	

(a) Services are performed under the IASA.

2.2 Affiliate Transactions
Questar Energy Services
Affiliated Transactions
For the Year Ended December 31, 2017

<u>Account Description</u>	<u>Questar Gas Received Services</u>	<u>Questar Gas Provided Services</u>
Administrative services under the IASA	14,291.54	328,558.87 (a)
Total	<u>14,291.54</u>	<u>328,558.87</u>
Basis of pricing	(a)	(a)
Cost of service	NA	NA
The margin of charges over costs	NA	NA
Assets allocable to the services	NA	NA
The overall rate of return on assets	NA	NA

(a) Services are performed under the IASA.

2.2 Affiliate Transactions
Dominion Resource Services
Affiliated Transactions
For the Year Ended December 31, 2017

<u>Account Description</u>	<u>Questar Gas Received Services</u>	<u>Questar Gas Provided Services</u>
Administrative services under the IASA	231,932.12	227.82 (a)
Total	<u>231,932.12</u>	<u>227.82</u>
Basis of pricing	(a)	(a)
Cost of service	NA	NA
The margin of charges over costs	NA	NA
Assets allocable to the services	NA	NA
The overall rate of return on assets	NA	NA

(a) Services are performed under the IASA.

2.2 Affiliate Transactions
Questar Southern Trails
Affiliated Transactions
For the Year Ended December 31, 2017

<u>Account Description</u>	<u>Questar Gas Received Services</u>	<u>Questar Gas Provided Services</u>	
Administrative services under the IASA	1,620.00	206,143.21	(a)
Total	<u>1,620.00</u>	<u>206,143.21</u>	
Basis of pricing	(a)	(a)	
Cost of service	NA	NA	
The margin of charges over costs	NA	NA	
Assets allocable to the services	NA	NA	
The overall rate of return on assets	NA	NA	

(a) Services are performed under the IASA.

2.2 Affiliate Transactions
Dominion Energy Solar (Generation)
Affiliated Transactions
For the Year Ended December 31, 2017

<u>Account Description</u>	<u>Questar Gas Received Services</u>	<u>Questar Gas Provided Services</u>	
Administrative services under the IASA	-	9,387.69	(a)
<hr/>			
Total	-	9,387.69	

Basis of pricing	(a)	(a)
Cost of service	NA	NA
The margin of charges over costs	NA	NA
Assets allocable to the services	NA	NA
The overall rate of return on assets	(b)	(b)

(a) Services are performed under the IASA.

(b) Includes Questar Gas's commission allowed rate of return

2.2 Affiliate Transactions
Dominion Energy, Inc
Affiliated Transactions
For the Year Ended December 31, 2017

<u>Account Description</u>	<u>Questar Gas Received Services</u>	<u>Questar Gas Provided Services</u>	
Stock-based compensation costs	817,639.59	-	(a)
<hr/>			
Total	<u>817,639.59</u>	<u>-</u>	
Basis of pricing	(a)	(a)	
Cost of service	NA	NA	
The margin of charges over costs	NA	NA	
Assets allocable to the services	NA	NA	
The overall rate of return on assets	NA	NA	

(a) Stock-based compensation costs were charged directly to Questar Gas

3.0 Financial Statements

Financial statements for the year ended December 31, 2017 are included in the following pages.
The pages provided are the balance sheets and the income statements.

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Dominion Energy, Inc. Consolidated Balance Sheets

At December 31, (millions)	2017	2016
ASSETS		
Current Assets		
Cash and cash equivalents	\$ 120	\$ 261
Customer receivables (less allowance for doubtful accounts of \$17 and \$18)	1,660	1,523
Other receivables (less allowance for doubtful accounts of \$2 at both dates) ⁽¹⁾	126	183
Inventories		
Materials and supplies	1,049	1,087
Fossil fuel	328	341
Gas Stored	100	96
Prepayments	260	194
Regulatory assets	294	244
Other	397	319
Total current assets	4,334	4,248
Investments		
Nuclear decommissioning trust funds	5,093	4,484
Investment in equity method affiliates	1,544	1,561
Other	327	298
Total investments	6,964	6,343
Property, Plant and Equipment		
Property, plant and equipment	74,823	69,556
Accumulated depreciation, depletion and amortization	(21,065)	(19,592)
Total property, plant and equipment, net	53,758	49,964
Deferred Charges and Other Assets		
Goodwill	6,405	6,399
Pension and other postretirement benefit assets	1,378	1,078
Intangible assets, net	685	618
Regulatory assets	2,480	2,473
Other	581	487
Total deferred charges and other assets	11,529	11,055
Total assets	\$ 76,585	\$ 71,610

(1) See Note 9 for amounts attributable to related parties.

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At December 31, (millions)	2017	2016
LIABILITIES AND EQUITY		
Current Liabilities		
Securities due within one year	\$ 3,078	\$ 1,709
Short-term debt	3,298	3,155
Accounts payable	875	1,000
Accrued interest, payroll and taxes	848	798
Other ⁽¹⁾	1,537	1,453
Total current liabilities	9,636	8,115
Long-Term Debt		
Long-term debt	25,588	24,878
Junior subordinated notes	3,981	2,980
Remarketable subordinated notes	1,379	2,373
Total long-term debt	30,948	30,231
Deferred Credits and Other Liabilities		
Deferred income taxes and investment tax credits	4,523	8,602
Regulatory liabilities	6,916	2,622
Asset retirement obligations	2,169	2,236
Pension and other postretirement benefit liability	2,160	2,112
Other ⁽¹⁾	863	852
Total deferred credits and other liabilities	16,631	16,424
Total liabilities	57,215	54,770
Commitments and Contingencies (see Note 22)		
Equity		
Common stock-no par ⁽²⁾	9,865	8,550
Retained earnings	7,936	6,854
Accumulated other comprehensive loss	(659)	(799)
Total common shareholders' equity	17,142	14,605
Noncontrolling interests	2,228	2,235
Total equity	19,370	16,840
Total liabilities and equity	\$ 76,585	\$ 71,610

(1) See Notes 3 and 9 for amounts attributable to related parties.

(2) 1 billion shares authorized; 645 million shares and 628 million shares outstanding at December 31, 2017 and 2016, respectively.

The accompanying notes are an integral part of Dominion Energy's Consolidated Financial Statements.

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Dominion Energy, Inc.

Consolidated Statements of Income

Year Ended December 31, (millions, except per share amounts)	2017	2016	2015
Operating Revenue⁽¹⁾	\$ 12,586	\$ 11,737	\$ 11,683
Operating Expenses			
Electric fuel and other energy-related purchases	2,301	2,333	2,725
Purchased electric capacity	6	99	330
Purchased gas	701	459	551
Other operations and maintenance	2,875	3,064	2,595
Depreciation, depletion and amortization	1,905	1,559	1,395
Other taxes	668	596	551
Total operating expenses	8,456	8,110	8,147
Income from operations	4,130	3,627	3,536
Other income ⁽¹⁾	165	250	196
Interest and related charges	1,205	1,010	904
Income from operations including noncontrolling interests before income tax expense (benefit)	3,090	2,867	2,828
Income tax expense (benefit)	(30)	655	905
Net Income Including Noncontrolling Interests	3,120	2,212	1,923
Noncontrolling Interests	121	89	24
Net Income Attributable to Dominion Energy	2,999	2,123	1,899
Earnings Per Common Share			
Net income attributable to Dominion Energy—Basic	\$ 4.72	\$ 3.44	\$ 3.21
Net income attributable to Dominion Energy—Diluted	\$ 4.72	\$ 3.44	\$ 3.20
Dividends Declared Per Common Share	\$ 3.035	\$ 2.80	\$ 2.59

(1) See Note 9 for amounts attributable to related parties.

The accompanying notes are an integral part of Dominion Energy's Consolidated Financial Statements.

WEXPRO COMPANY
CONSOLIDATED BALANCE SHEETS

	December 31,	
	2017	2016
	(in millions)	
ASSETS		
Current Assets		
Cash and cash equivalents	\$ 3.4	\$ 1.5
Accounts receivable	7.0	4.2
Receivables from affiliates	29.3	29.7
Materials and supplies, at lower of average cost or market	3.1	3.1
Regulatory assets ⁽¹⁾	21.9	24.0
Prepaid expenses and other	1.1	2.8
Total Current Assets	65.8	65.3
Cost-of-service gas and oil property, plant and equipment, successful efforts method	1,734.7	1,653.0
Accumulated depreciation, depletion and amortization	(994.4)	(887.8)
Net Cost-of-Service Gas and Oil Property, Plant and Equipment	740.3	765.2
Deferred Charges and Other Assets		
Receivables from affiliates	9.9	9.3
Regulatory assets	0.5	7.6
Other noncurrent assets	30.1	31.2
Total Deferred Charges and Other Assets	40.5	48.1
TOTAL ASSETS	\$ 846.6	\$ 878.6
LIABILITIES AND COMMON SHAREHOLDER'S EQUITY		
Current Liabilities		
Note payable to Dominion Energy	\$ —	\$ 4.0
Accounts payable	9.1	8.0
Payables to affiliates	3.6	1.3
Accrued expenses and other	5.8	9.3
Production and other taxes	8.6	12.8
Total Current Liabilities	27.1	35.4
Deferred Credits and Other Liabilities		
Deferred income taxes	78.0	171.9
Asset retirement obligations	84.8	68.7
Regulatory liabilities	92.2	9.7
Other long-term liabilities	10.1	22.7
Total Deferred Credits and Other Liabilities	265.1	273.0
Total Liabilities	292.2	308.4
Commitments and Contingencies (Note 8)		
COMMON SHAREHOLDER'S EQUITY		
Common stock — par value \$0.01 per share; 1,000 shares authorized, issued and outstanding	—	—
Additional paid-in capital	184.4	184.4
Retained earnings	370.0	385.8
Total Common Shareholder's Equity	554.4	570.2
TOTAL LIABILITIES AND COMMON SHAREHOLDER'S EQUITY	\$ 846.6	\$ 878.6

(1) See Note 6 for amounts attributable to related parties.

See notes accompanying the consolidated financial statements.

WEXPRO COMPANY
CONSOLIDATED STATEMENTS OF INCOME

	Year Ended December 31,	
	2017	2016
	(in millions)	
REVENUES		
Operator service fee ⁽¹⁾	\$ 306.9	\$ 311.7
Oil and NGL sales	11.6	8.5
Other ⁽¹⁾	1.4	1.1
Total Revenues	319.9	321.3
OPERATING EXPENSES		
Operating and maintenance ⁽¹⁾	23.0	23.9
General and administrative ⁽¹⁾	19.6	26.0
Merger and restructuring costs	2.5	12.3
Production and other taxes	19.9	16.2
Depreciation, depletion and amortization	109.6	106.7
Accretion expense	4.3	4.0
Total Operating Expenses	178.9	189.1
OPERATING INCOME	141.0	132.2
Interest and other income ⁽¹⁾	0.5	0.4
INCOME BEFORE INCOME TAXES	141.5	132.6
Income taxes	(50.5)	(41.1)
NET INCOME	\$ 91.0	\$ 91.5

(1) See Note 10 for amounts attributable to related parties.

See notes accompanying the consolidated financial statements.

Comparative Balance Sheet (Assets and Other Debits)

Line No.	Title of Account (a)	Reference Page Number (b)	Current Year End of Quarter/Year Balance (c)	Prior Year End Balance 12/31 (d)
1	UTILITY PLANT			
2	Utility Plant (101-106, 114)	200-201	1,241,049,740	1,220,063,646
3	Construction Work in Progress (107)	200-201	8,217,009	10,748,852
4	TOTAL Utility Plant (Total of lines 2 and 3)	200-201	1,249,266,749	1,230,812,498
5	(Less) Accum. Provision for Depr., Amort., Depl. (108, 111, 115)		520,577,928	499,076,811
6	Net Utility Plant (Total of line 4 less 5)		728,688,821	731,735,687
7	Nuclear Fuel (120.1 thru 120.4, and 120.6)		0	0
8	(Less) Accum. Provision for Amort., of Nuclear Fuel Assemblies (120.5)		0	0
9	Nuclear Fuel (Total of line 7 less 8)		0	0
10	Net Utility Plant (Total of lines 6 and 9)		728,688,821	731,735,687
11	Utility Plant Adjustments (116)	122	0	0
12	Gas Stored-Base Gas (117.1)	220	104,185,082	104,171,529
13	System Balancing Gas (117.2)	220	5,005,892	3,378,027
14	Gas Stored in Reservoirs and Pipelines-Noncurrent (117.3)	220	0	0
15	Gas Owed to System Gas (117.4)	220	(5,525,000)	0
16	OTHER PROPERTY AND INVESTMENTS			
17	Nonutility Property (121)		0	0
18	(Less) Accum. Provision for Depreciation and Amortization (122)		0	0
19	Investments in Associated Companies (123)	222-223	0	0
20	Investments in Subsidiary Companies (123.1)	224-225	237,649,044	276,295,324
21	(For Cost of Account 123.1 See Footnote Page 224, line 40)			
22	Noncurrent Portion of Allowances		0	0
23	Other Investments (124)	222-223	0	0
24	Sinking Funds (125)		0	0
25	Depreciation Fund (126)		0	0
26	Amortization Fund - Federal (127)		0	0
27	Other Special Funds (128)		0	0
28	Long-Term Portion of Derivative Assets (175)		0	0
29	Long-Term Portion of Derivative Assets - Hedges (176)		0	0
30	TOTAL Other Property and Investments (Total of lines 17-20, 22-29)		237,649,044	276,295,324
31	CURRENT AND ACCRUED ASSETS			
32	Cash (131)		4,325,014	20,656,967
33	Special Deposits (132-134)		0	0
34	Working Funds (135)		80,000	100,200
35	Temporary Cash Investments (136)	222-223	0	0
36	Notes Receivable (141)		0	0
37	Customer Accounts Receivable (142)		11,838,928	12,573,949
38	Other Accounts Receivable (143)		147,513	26,430
39	(Less) Accum. Provision for Uncollectible Accounts - Credit (144)		222,859	0
40	Notes Receivable from Associated Companies (145)		0	0
41	Accounts Receivable from Associated Companies (146)		8,396,378	7,630,808
42	Fuel Stock (151)		0	0
43	Fuel Stock Expenses Undistributed (152)		0	0

Comparative Balance Sheet (Assets and Other Debits)(continued)

Line No.	Title of Account (a)	Reference Page Number (b)	Current Year End of Quarter/Year Balance (c)	Prior Year End Balance 12/31 (d)
44	Residuals (Elec) and Extracted Products (Gas) (153)		0	0
45	Plant Materials and Operating Supplies (154)		5,497,469	5,483,370
46	Merchandise (155)		0	0
47	Other Materials and Supplies (156)		0	0
48	Nuclear Materials Held for Sale (157)		0	0
49	Allowances (158.1 and 158.2)		0	0
50	(Less) Noncurrent Portion of Allowances		0	0
51	Stores Expense Undistributed (163)		0	150,321
52	Gas Stored Underground-Current (164.1)	220	1,216,303	1,058,688
53	Liquefied Natural Gas Stored and Held for Processing (164.2 thru 164.3)	220	0	0
54	Prepayments (165)	230	644,362	658,085
55	Advances for Gas (166 thru 167)		0	0
56	Interest and Dividends Receivable (171)		0	0
57	Rents Receivable (172)		0	0
58	Accrued Utility Revenues (173)		0	0
59	Miscellaneous Current and Accrued Assets (174)		5,756,865	55,868
60	Derivative Instrument Assets (175)		0	0
61	(Less) Long-Term Portion of Derivative Instrument Assets (175)		0	0
62	Derivative Instrument Assets - Hedges (176)		0	0
63	(Less) Long-Term Portion of Derivative Instrument Assests - Hedges (176)		0	0
64	TOTAL Current and Accrued Assets (Total of lines 32 thru 63)		37,679,973	48,394,686
65	DEFERRED DEBITS			
66	Unamortized Debt Expense (181)		1,787,428	2,167,099
67	Extraordinary Property Losses (182.1)	230	0	0
68	Unrecovered Plant and Regulatory Study Costs (182.2)	230	0	0
69	Other Regulatory Assets (182.3)	232	35,597,636	36,102,283
70	Preliminary Survey and Investigation Charges (Electric)(183)		0	0
71	Preliminary Survey and Investigation Charges (Gas)(183.1 and 183.2)		0	0
72	Clearing Accounts (184)		0	145,256
73	Temporary Facilities (185)		0	0
74	Miscellaneous Deferred Debits (186)	233	58,180	3
75	Deferred Losses from Disposition of Utility Plant (187)		0	0
76	Research, Development, and Demonstration Expend. (188)		0	0
77	Unamortized Loss on Reacquired Debt (189)		1,098,744	1,473,665
78	Accumulated Deferred Income Taxes (190)	234-235	17,899,365	4,887,575
79	Unrecovered Purchased Gas Costs (191)		0	0
80	TOTAL Deferred Debits (Total of lines 66 thru 79)		56,441,353	44,775,881
81	TOTAL Assets and Other Debits (Total of lines 10-15,30,64,and 80)		1,164,125,165	1,208,751,134

Comparative Balance Sheet (Liabilities and Other Credits)

Line No.	Title of Account (a)	Reference Page Number (b)	Current Year End of Quarter/Year Balance	Prior Year End Balance 12/31 (d)
1	PROPRIETARY CAPITAL			
2	Common Stock Issued (201)	250-251	0	0
3	Preferred Stock Issued (204)	250-251	0	0
4	Capital Stock Subscribed (202, 205)	252	0	0
5	Stock Liability for Conversion (203, 206)	252	0	0
6	Premium on Capital Stock (207)	252	0	0
7	Other Paid-In Capital (208-211)	253	630,612,204	661,617,487
8	Installments Received on Capital Stock (212)	252	0	0
9	(Less) Discount on Capital Stock (213)	254	0	0
10	(Less) Capital Stock Expense (214)	254	0	0
11	Retained Earnings (215, 215.1, 216)	118-119	0	0
12	Unappropriated Undistributed Subsidiary Earnings (216.1)	118-119	(110,937,189)	(71,616,923)
13	(Less) Reacquired Capital Stock (217)	250-251	0	0
14	Accumulated Other Comprehensive Income (219)	117	0	0
15	TOTAL Proprietary Capital (Total of lines 2 thru 14)		519,675,015	590,000,564
16	LONG TERM DEBT			
17	Bonds (221)	256-257	0	0
18	(Less) Reacquired Bonds (222)	256-257	0	0
19	Advances from Associated Companies (223)	256-257	0	0
20	Other Long-Term Debt (224)	256-257	435,000,000	435,000,000
21	Unamortized Premium on Long-Term Debt (225)	258-259	473	170,576
22	(Less) Unamortized Discount on Long-Term Debt-Dr (226)	258-259	1,568,178	1,660,829
23	(Less) Current Portion of Long-Term Debt		5,000,000	0
24	TOTAL Long-Term Debt (Total of lines 17 thru 23)		428,432,295	433,509,747
25	OTHER NONCURRENT LIABILITIES			
26	Obligations Under Capital Leases-Noncurrent (227)		0	0
27	Accumulated Provision for Property Insurance (228.1)		0	0
28	Accumulated Provision for Injuries and Damages (228.2)		0	0
29	Accumulated Provision for Pensions and Benefits (228.3)		0	0
30	Accumulated Miscellaneous Operating Provisions (228.4)		0	0
31	Accumulated Provision for Rate Refunds (229)		0	0

Comparative Balance Sheet (Liabilities and Other Credits)(continued)

Line No.	Title of Account (a)	Reference Page Number (b)	Current Year End of Quarter/Year Balance	Prior Year End Balance 12/31 (d)
32	Long-Term Portion of Derivative Instrument Liabilities		0	0
33	Long-Term Portion of Derivative Instrument Liabilities - Hedges		0	0
34	Asset Retirement Obligations (230)		15,156,994	14,677,343
35	TOTAL Other Noncurrent Liabilities (Total of lines 26 thru 34)		15,156,994	14,677,343
36	CURRENT AND ACCRUED LIABILITIES			
37	Current Portion of Long-Term Debt		5,000,000	0
38	Notes Payable (231)		0	0
39	Accounts Payable (232)		2,465,191	3,113,331
40	Notes Payable to Associated Companies (233)		0	0
41	Accounts Payable to Associated Companies (234)		6,387,354	4,351,070
42	Customer Deposits (235)		10,780,523	3,549,234
43	Taxes Accrued (236)	262-263	694,337	700,974
44	Interest Accrued (237)		1,972,833	1,972,833
45	Dividends Declared (238)		0	0
46	Matured Long-Term Debt (239)		0	0
47	Matured Interest (240)		0	0
48	Tax Collections Payable (241)		0	0
49	Miscellaneous Current and Accrued Liabilities (242)	268	2,528,431	612,704
50	Obligations Under Capital Leases-Current (243)		0	0
51	Derivative Instrument Liabilities (244)		0	0
52	(Less) Long-Term Portion of Derivative Instrument Liabilities		0	0
53	Derivative Instrument Liabilities - Hedges (245)		0	0
54	(Less) Long-Term Portion of Derivative Instrument Liabilities - Hedges		0	0
55	TOTAL Current and Accrued Liabilities (Total of lines 37 thru 54)		29,828,669	14,300,146
56	DEFERRED CREDITS			
57	Customer Advances for Construction (252)		0	136,025
58	Accumulated Deferred Investment Tax Credits (255)		0	0
59	Deferred Gains from Disposition of Utility Plant (256)		0	0
60	Other Deferred Credits (253)	269	1,791,952	51,238
61	Other Regulatory Liabilities (254)	278	91,277,138	36,938,763
62	Unamortized Gain on Reacquired Debt (257)	260	0	0
63	Accumulated Deferred Income Taxes - Accelerated Amortization (281)		0	0
64	Accumulated Deferred Income Taxes - Other Property (282)		76,396,092	117,295,626
65	Accumulated Deferred Income Taxes - Other (283)		1,567,010	1,841,682
66	TOTAL Deferred Credits (Total of lines 57 thru 65)		171,032,192	156,263,334
67	TOTAL Liabilities and Other Credits (Total of lines 15,24,35,55,and 66)		1,164,125,165	1,208,751,134

Statement of Income

Quarterly

1. Enter in column (d) the balance for the reporting quarter and in column (e) the balance for the same three month period for the prior year.
2. Report in column (f) the quarter to date amounts for electric utility function; in column (h) the quarter to date amounts for gas utility, and in (j) the quarter to date amounts for other utility function for the current year quarter.
3. Report in column (g) the quarter to date amounts for electric utility function; in column (i) the quarter to date amounts for gas utility, and in (k) the quarter to date amounts for other utility function for the prior year quarter.
4. If additional columns are needed place them in a footnote.

Annual or Quarterly, if applicable

5. Do not report fourth quarter data in columns (e) and (f)
6. Report amounts for accounts 412 and 413, Revenues and Expenses from Utility Plant Leased to Others, in another utility column in a similar manner to a utility department. Spread the amount(s) over lines 2 thru 26 as appropriate. Include these amounts in columns (c) and (d) totals.
7. Report amounts in account 414, Other Utility Operating Income, in the same manner as accounts 412 and 413 above.
8. Report data for lines 8, 10 and 11 for Natural Gas companies using accounts 404.1, 404.2, 404.3, 407.1 and 407.2.
9. Use page 122 for important notes regarding the statement of income for any account thereof.
10. Give concise explanations concerning unsettled rate proceedings where a contingency exists such that refunds of a material amount may need to be made to the utility's customers or which may result in material refund to the utility with respect to power or gas purchases. State for each year effected the gross revenues or costs to which the contingency relates and the tax effects together with an explanation of the major factors which affect the rights of the utility to retain such revenues or recover amounts paid with respect to power or gas purchases.
11. Give concise explanations concerning significant amounts of any refunds made or received during the year resulting from settlement of any rate proceeding affecting revenues received or costs incurred for power or gas purchases, and a summary of the adjustments made to balance sheet, income, and expense accounts.
12. If any notes appearing in the report to stockholders are applicable to the Statement of Income, such notes may be included at page 122.
13. Enter on page 122 a concise explanation of only those changes in accounting methods made during the year which had an effect on net income, including the basis of allocations and apportionments from those used in the preceding year. Also, give the appropriate dollar effect of such changes.
14. Explain in a footnote if the previous year's/quarter's figures are different from that reported in prior reports.
15. If the columns are insufficient for reporting additional utility departments, supply the appropriate account titles report the information in a footnote to this schedule.

Line No.	Title of Account (a)	Reference Page Number (b)	Total Current Year to Date Balance for Quarter/Year (c)	Total Prior Year to Date Balance for Quarter/Year (d)	Current Three Months Ended Quarterly Only No Fourth Quarter (e)	Prior Three Months Ended Quarterly Only No Fourth Quarter (f)
1	UTILITY OPERATING INCOME					
2	Gas Operating Revenues (400)	300-301	171,144,716	172,661,957	0	0
3	Operating Expenses					
4	Operation Expenses (401)	317-325	46,454,623	53,463,577	0	0
5	Maintenance Expenses (402)	317-325	6,864,619	6,257,942	0	0
6	Depreciation Expense (403)	336-338	34,683,109	34,971,173	0	0
7	Depreciation Expense for Asset Retirement Costs (403.1)	336-338	5,225	2,559	0	0
8	Amortization and Depletion of Utility Plant (404-405)	336-338	1,043,120	831,581	0	0
9	Amortization of Utility Plant Acu. Adjustment (406)	336-338	0	0	0	0
10	Amort. of Prop. Losses, Unrecovered Plant and Reg. Study Costs (407.1)		0	0	0	0
11	Amortization of Conversion Expenses (407.2)		0	0	0	0
12	Regulatory Debits (407.3)		646,292	717,926	0	0
13	(Less) Regulatory Credits (407.4)		1,988,333	2,042,429	0	0
14	Taxes Other than Income Taxes (408.1)	262-263	6,110,758	6,072,761	0	0
15	Income Taxes-Federal (409.1)	262-263	15,157,466	3,950,086	0	0
16	Income Taxes-Other (409.1)	262-263	2,038,544	911,937	0	0
17	Provision of Deferred Income Taxes (410.1)	234-235	19,391,098	11,836,857	0	0
18	(Less) Provision for Deferred Income Taxes-Credit (411.1)	234-235	14,800,868	0	0	0
19	Investment Tax Credit Adjustment-Net (411.4)		0	0	0	0
20	(Less) Gains from Disposition of Utility Plant (411.6)		26,587	76,563	0	0
21	Losses from Disposition of Utility Plant (411.7)		0	0	0	0
22	(Less) Gains from Disposition of Allowances (411.8)		0	0	0	0
23	Losses from Disposition of Allowances (411.9)		0	0	0	0
24	Accretion Expense (411.10)		96,606	87,291	0	0
25	TOTAL Utility Operating Expenses (Total of lines 4 thru 24)		115,675,672	116,984,698	0	0
26	Net Utility Operating Income (Total of lines 2 less 25) (Carry forward to page 116, line 27)		55,469,044	55,677,259	0	0

Statement of Income(continued)

Line No.	Title of Account (a)	Reference Page Number (b)	Total Current Year to Date Balance for Quarter/Year (c)	Total Prior Year to Date Balance for Quarter/Year (d)	Current Three Months Ended Quarterly Only No Fourth Quarter (e)	Prior Three Months Ended Quarterly Only No Fourth Quarter (f)
27	Net Utility Operating Income (Carried forward from page 114)		55,469,044	55,677,259	0	0
28	OTHER INCOME AND DEDUCTIONS					
29	Other Income					
30	Nonutility Operating Income					
31	Revenues form Merchandising, Jobbing and Contract Work (415)		0	0	0	0
32	(Less) Costs and Expense of Merchandising, Job & Contract Work (416)		0	0	0	0
33	Revenues from Nonutility Operations (417)		2,852,149	17,675,331	0	0
34	(Less) Expenses of Nonutility Operations (417.1)		2,849,723	17,617,780	0	0
35	Nonoperating Rental Income (418)		0	0	0	0
36	Equity in Earnings of Subsidiary Companies (418.1)	119	31,271,734	6,342,610	0	0
37	Interest and Dividend Income (419)		3,373,434	4,747,916	0	0
38	Allowance for Other Funds Used During Construction (419.1)		592,995	325,665	0	0
39	Miscellaneous Nonoperating Income (421)		(15,250)	113,654	0	0
40	Gain on Disposition of Property (421.1)		124,845	317,785	0	0
41	TOTAL Other Income (Total of lines 31 thru 40)		35,350,184	11,905,181	0	0
42	Other Income Deductions					
43	Loss on Disposition of Property (421.2)		56,875	67,650	0	0
44	Miscellaneous Amortization (425)		0	0	0	0
45	Donations (426.1)	340	0	0	0	0
46	Life Insurance (426.2)		0	0	0	0
47	Penalties (426.3)		0	0	0	0
48	Expenditures for Certain Civic, Political and Related Activities (426.4)		0	0	0	0
49	Other Deductions (426.5)		5,224,260	11,354,442	0	0
50	TOTAL Other Income Deductions (Total of lines 43 thru 49)	340	5,281,135	11,422,092	0	0
51	Taxes Applic. to Other Income and Deductions					
52	Taxes Other than Income Taxes (408.2)	262-263	0	0	0	0
53	Income Taxes-Federal (409.2)	262-263	(383,745)	3,817,835	0	0
54	Income Taxes-Other (409.2)	262-263	(51,611)	513,994	0	0
55	Provision for Deferred Income Taxes (410.2)	234-235	531,933	0	0	0
56	(Less) Provision for Deferred Income Taxes-Credit (411.2)	234-235	188,425	0	0	0
57	Investment Tax Credit Adjustments-Net (411.5)		0	0	0	0
58	(Less) Investment Tax Credits (420)		0	0	0	0
59	TOTAL Taxes on Other Income and Deductions (Total of lines 52-58)		(91,848)	4,331,829	0	0
60	Net Other Income and Deductions (Total of lines 41, 50, 59)		30,160,897	(3,848,740)	0	0
61	INTEREST CHARGES					
62	Interest on Long-Term Debt (427)		24,297,651	24,260,602	0	0
63	Amortization of Debt Disc. and Expense (428)	258-259	472,322	472,322	0	0
64	Amortization of Loss on Reacquired Debt (428.1)		374,921	374,921	0	0
65	(Less) Amortization of Premium on Debt-Credit (429)	258-259	170,103	170,103	0	0
66	(Less) Amortization of Gain on Reacquired Debt-Credit (429.1)		0	0	0	0
67	Interest on Debt to Associated Companies (430)	340	0	29,465	0	0
68	Other Interest Expense (431)	340	70,654	11,053	0	0
69	(Less) Allowance for Borrowed Funds Used During Construction-Credit (432)		266,672	133,326	0	0
70	Net Interest Charges (Total of lines 62 thru 69)		24,778,773	24,844,934	0	0
71	Income Before Extraordinary Items (Total of lines 27,60 and 70)		60,851,168	26,983,585	0	0
72	EXTRAORDINARY ITEMS					
73	Extraordinary Income (434)		0	0	0	0
74	(Less) Extraordinary Deductions (435)		0	0	0	0
75	Net Extraordinary Items (Total of line 73 less line 74)		0	0	0	0
76	Income Taxes-Federal and Other (409.3)	262-263	0	0	0	0
77	Extraordinary Items after Taxes (Total of line 75 less line 76)		0	0	0	0
78	Net Income (Total of lines 71 and 77)		60,851,168	26,983,585	0	0

Comparative Balance Sheet (Assets and Other Debits)

Line No.	Title of Account (a)	Reference Page Number (b)	Current Year End of Quarter/Year Balance (c)	Prior Year End Balance 12/31 (d)
1	UTILITY PLANT			
2	Utility Plant (101-106, 114)	200-201	465,963,788	465,355,154
3	Construction Work in Progress (107)	200-201	2,668,292	252,610
4	TOTAL Utility Plant (Total of lines 2 and 3)	200-201	468,632,080	465,607,764
5	(Less) Accum. Provision for Depr., Amort., Depl. (108, 111, 115)		214,636,504	197,985,804
6	Net Utility Plant (Total of line 4 less 5)		253,995,576	267,621,960
7	Nuclear Fuel (120.1 thru 120.4, and 120.6)		0	0
8	(Less) Accum. Provision for Amort., of Nuclear Fuel Assemblies (120.5)		0	0
9	Nuclear Fuel (Total of line 7 less 8)		0	0
10	Net Utility Plant (Total of lines 6 and 9)		253,995,576	267,621,960
11	Utility Plant Adjustments (116)	122	0	0
12	Gas Stored-Base Gas (117.1)	220	0	0
13	System Balancing Gas (117.2)	220	0	0
14	Gas Stored in Reservoirs and Pipelines-Noncurrent (117.3)	220	0	0
15	Gas Owed to System Gas (117.4)	220	0	0
16	OTHER PROPERTY AND INVESTMENTS			
17	Nonutility Property (121)		0	0
18	(Less) Accum. Provision for Depreciation and Amortization (122)		0	0
19	Investments in Associated Companies (123)	222-223	0	0
20	Investments in Subsidiary Companies (123.1)	224-225	0	0
21	(For Cost of Account 123.1 See Footnote Page 224, line 40)			
22	Noncurrent Portion of Allowances		0	0
23	Other Investments (124)	222-223	0	0
24	Sinking Funds (125)		0	0
25	Depreciation Fund (126)		0	0
26	Amortization Fund - Federal (127)		0	0
27	Other Special Funds (128)		0	0
28	Long-Term Portion of Derivative Assets (175)		0	0
29	Long-Term Portion of Derivative Assets - Hedges (176)		0	0
30	TOTAL Other Property and Investments (Total of lines 17-20, 22-29)		0	0
31	CURRENT AND ACCRUED ASSETS			
32	Cash (131)		3,107,276	6,880,591
33	Special Deposits (132-134)		0	0
34	Working Funds (135)		0	0
35	Temporary Cash Investments (136)	222-223	0	0
36	Notes Receivable (141)		0	0
37	Customer Accounts Receivable (142)		5,739,001	5,600,216
38	Other Accounts Receivable (143)		0	0
39	(Less) Accum. Provision for Uncollectible Accounts - Credit (144)		0	0
40	Notes Receivable from Associated Companies (145)		0	0
41	Accounts Receivable from Associated Companies (146)		298,015	6,133,748
42	Fuel Stock (151)		0	0
43	Fuel Stock Expenses Undistributed (152)		0	0

Comparative Balance Sheet (Assets and Other Debits)(continued)

Line No.	Title of Account (a)	Reference Page Number (b)	Current Year End of Quarter/Year Balance (c)	Prior Year End Balance 12/31 (d)
44	Residuals (Elec) and Extracted Products (Gas) (153)		0	0
45	Plant Materials and Operating Supplies (154)		0	0
46	Merchandise (155)		0	0
47	Other Materials and Supplies (156)		0	0
48	Nuclear Materials Held for Sale (157)		0	0
49	Allowances (158.1 and 158.2)		0	0
50	(Less) Noncurrent Portion of Allowances		0	0
51	Stores Expense Undistributed (163)		0	0
52	Gas Stored Underground-Current (164.1)	220	0	0
53	Liquefied Natural Gas Stored and Held for Processing (164.2 thru 164.3)	220	0	0
54	Prepayments (165)	230	40,950	53,749
55	Advances for Gas (166 thru 167)		0	0
56	Interest and Dividends Receivable (171)		0	0
57	Rents Receivable (172)		0	0
58	Accrued Utility Revenues (173)		0	0
59	Miscellaneous Current and Accrued Assets (174)		1,067,917	389,390
60	Derivative Instrument Assets (175)		0	0
61	(Less) Long-Term Portion of Derivative Instrument Assets (175)		0	0
62	Derivative Instrument Assets - Hedges (176)		0	0
63	(Less) Long-Term Portion of Derivative Instrument Assests - Hedges (176)		0	0
64	TOTAL Current and Accrued Assets (Total of lines 32 thru 63)		10,253,159	19,057,694
65	DEFERRED DEBITS			
66	Unamortized Debt Expense (181)		0	0
67	Extraordinary Property Losses (182.1)	230	0	0
68	Unrecovered Plant and Regulatory Study Costs (182.2)	230	0	0
69	Other Regulatory Assets (182.3)	232	420,207	314,167
70	Preliminary Survey and Investigation Charges (Electric)(183)		0	0
71	Preliminary Survey and Investigation Charges (Gas)(183.1 and 183.2)		0	0
72	Clearing Accounts (184)		0	0
73	Temporary Facilities (185)		0	0
74	Miscellaneous Deferred Debits (186)	233	(3,839)	0
75	Deferred Losses from Disposition of Utility Plant (187)		0	0
76	Research, Development, and Demonstration Expend. (188)		0	0
77	Unamortized Loss on Reacquired Debt (189)		0	0
78	Accumulated Deferred Income Taxes (190)	234-235	3,852,376	0
79	Unrecovered Purchased Gas Costs (191)		0	0
80	TOTAL Deferred Debits (Total of lines 66 thru 79)		4,268,744	314,167
81	TOTAL Assets and Other Debits (Total of lines 10-15,30,64,and 80)		268,517,479	286,993,821

Comparative Balance Sheet (Liabilities and Other Credits)

Line No.	Title of Account (a)	Reference Page Number (b)	Current Year End of Quarter/Year Balance	Prior Year End Balance 12/31 (d)
1	PROPRIETARY CAPITAL			
2	Common Stock Issued (201)	250-251	0	0
3	Preferred Stock Issued (204)	250-251	0	0
4	Capital Stock Subscribed (202, 205)	252	0	0
5	Stock Liability for Conversion (203, 206)	252	0	0
6	Premium on Capital Stock (207)	252	0	0
7	Other Paid-In Capital (208-211)	253	164,013,449	188,246,798
8	Installments Received on Capital Stock (212)	252	0	0
9	(Less) Discount on Capital Stock (213)	254	0	0
10	(Less) Capital Stock Expense (214)	254	0	0
11	Retained Earnings (215, 215.1, 216)	118-119	0	0
12	Unappropriated Undistributed Subsidiary Earnings (216.1)	118-119	0	0
13	(Less) Reacquired Capital Stock (217)	250-251	0	0
14	Accumulated Other Comprehensive Income (219)	117	0	0
15	TOTAL Proprietary Capital (Total of lines 2 thru 14)		164,013,449	188,246,798
16	LONG TERM DEBT			
17	Bonds (221)	256-257	0	0
18	(Less) Reacquired Bonds (222)	256-257	0	0
19	Advances from Associated Companies (223)	256-257	55,000,000	55,000,000
20	Other Long-Term Debt (224)	256-257	0	0
21	Unamortized Premium on Long-Term Debt (225)	258-259	0	0
22	(Less) Unamortized Discount on Long-Term Debt-Dr (226)	258-259	0	0
23	(Less) Current Portion of Long-Term Debt		0	0
24	TOTAL Long-Term Debt (Total of lines 17 thru 23)		55,000,000	55,000,000
25	OTHER NONCURRENT LIABILITIES			
26	Obligations Under Capital Leases-Noncurrent (227)		0	0
27	Accumulated Provision for Property Insurance (228.1)		0	0
28	Accumulated Provision for Injuries and Damages (228.2)		0	0
29	Accumulated Provision for Pensions and Benefits (228.3)		0	0
30	Accumulated Miscellaneous Operating Provisions (228.4)		0	0
31	Accumulated Provision for Rate Refunds (229)		0	0

Comparative Balance Sheet (Liabilities and Other Credits)(continued)

Line No.	Title of Account (a)	Reference Page Number (b)	Current Year End of Quarter/Year Balance	Prior Year End Balance 12/31 (d)
32	Long-Term Portion of Derivative Instrument Liabilities		0	0
33	Long-Term Portion of Derivative Instrument Liabilities - Hedges		0	0
34	Asset Retirement Obligations (230)		1,935,774	1,877,419
35	TOTAL Other Noncurrent Liabilities (Total of lines 26 thru 34)		1,935,774	1,877,419
36	CURRENT AND ACCRUED LIABILITIES			
37	Current Portion of Long-Term Debt		0	0
38	Notes Payable (231)		0	0
39	Accounts Payable (232)		224,755	248,668
40	Notes Payable to Associated Companies (233)		0	0
41	Accounts Payable to Associated Companies (234)		1,041,100	821,650
42	Customer Deposits (235)		2,665,534	2,645,446
43	Taxes Accrued (236)	262-263	849,285	888,326
44	Interest Accrued (237)		0	0
45	Dividends Declared (238)		0	0
46	Matured Long-Term Debt (239)		0	0
47	Matured Interest (240)		0	0
48	Tax Collections Payable (241)		0	0
49	Miscellaneous Current and Accrued Liabilities (242)	268	1,197,178	0
50	Obligations Under Capital Leases-Current (243)		0	0
51	Derivative Instrument Liabilities (244)		0	0
52	(Less) Long-Term Portion of Derivative Instrument Liabilities		0	0
53	Derivative Instrument Liabilities - Hedges (245)		0	0
54	(Less) Long-Term Portion of Derivative Instrument Liabilities - Hedges		0	0
55	TOTAL Current and Accrued Liabilities (Total of lines 37 thru 54)		5,977,852	4,604,090
56	DEFERRED CREDITS			
57	Customer Advances for Construction (252)		0	0
58	Accumulated Deferred Investment Tax Credits (255)		0	0
59	Deferred Gains from Disposition of Utility Plant (256)		0	0
60	Other Deferred Credits (253)	269	0	28,856
61	Other Regulatory Liabilities (254)	278	19,815,911	1,805,016
62	Unamortized Gain on Reacquired Debt (257)	260	0	0
63	Accumulated Deferred Income Taxes - Accelerated Amortization (281)		0	0
64	Accumulated Deferred Income Taxes - Other Property (282)		21,704,359	35,302,871
65	Accumulated Deferred Income Taxes - Other (283)		70,134	128,771
66	TOTAL Deferred Credits (Total of lines 57 thru 65)		41,590,404	37,265,514
67	TOTAL Liabilities and Other Credits (Total of lines 15,24,35,55,and 66)		268,517,479	286,993,821

Statement of Income

Quarterly

1. Enter in column (d) the balance for the reporting quarter and in column (e) the balance for the same three month period for the prior year.
2. Report in column (f) the quarter to date amounts for electric utility function; in column (h) the quarter to date amounts for gas utility, and in (j) the quarter to date amounts for other utility function for the current year quarter.
3. Report in column (g) the quarter to date amounts for electric utility function; in column (i) the quarter to date amounts for gas utility, and in (k) the quarter to date amounts for other utility function for the prior year quarter.
4. If additional columns are needed place them in a footnote.

Annual or Quarterly, if applicable

5. Do not report fourth quarter data in columns (e) and (f)
6. Report amounts for accounts 412 and 413, Revenues and Expenses from Utility Plant Leased to Others, in another utility column in a similar manner to a utility department. Spread the amount(s) over lines 2 thru 26 as appropriate. Include these amounts in columns (c) and (d) totals.
7. Report amounts in account 414, Other Utility Operating Income, in the same manner as accounts 412 and 413 above.
8. Report data for lines 8, 10 and 11 for Natural Gas companies using accounts 404.1, 404.2, 404.3, 407.1 and 407.2.
9. Use page 122 for important notes regarding the statement of income for any account thereof.
10. Give concise explanations concerning unsettled rate proceedings where a contingency exists such that refunds of a material amount may need to be made to the utility's customers or which may result in material refund to the utility with respect to power or gas purchases. State for each year effected the gross revenues or costs to which the contingency relates and the tax effects together with an explanation of the major factors which affect the rights of the utility to retain such revenues or recover amounts paid with respect to power or gas purchases.
- 11 Give concise explanations concerning significant amounts of any refunds made or received during the year resulting from settlement of any rate proceeding affecting revenues received or costs incurred for power or gas purchases, and a summary of the adjustments made to balance sheet, income, and expense accounts.
12. If any notes appearing in the report to stockholders are applicable to the Statement of Income, such notes may be included at page 122.
13. Enter on page 122 a concise explanation of only those changes in accounting methods made during the year which had an effect on net income, including the basis of allocations and apportionments from those used in the preceding year. Also, give the appropriate dollar effect of such changes.
14. Explain in a footnote if the previous year's/quarter's figures are different from that reported in prior reports.
15. If the columns are insufficient for reporting additional utility departments, supply the appropriate account titles report the information in a footnote to this schedule.

Line No.	Title of Account (a)	Reference Page Number (b)	Total Current Year to Date Balance for Quarter/Year (c)	Total Prior Year to Date Balance for Quarter/Year (d)	Current Three Months Ended Quarterly Only No Fourth Quarter (e)	Prior Three Months Ended Quarterly Only No Fourth Quarter (f)
1	UTILITY OPERATING INCOME					
2	Gas Operating Revenues (400)	300-301	71,218,749	71,608,131	0	0
3	Operating Expenses					
4	Operation Expenses (401)	317-325	6,165,366	8,749,091	0	0
5	Maintenance Expenses (402)	317-325	892,757	732,755	0	0
6	Depreciation Expense (403)	336-338	17,095,863	16,946,961	0	0
7	Depreciation Expense for Asset Retirement Costs (403.1)	336-338	813	813	0	0
8	Amortization and Depletion of Utility Plant (404-405)	336-338	1,101	331	0	0
9	Amortization of Utility Plant Acu. Adjustment (406)	336-338	0	0	0	0
10	Amort. of Prop. Losses, Unrecovered Plant and Reg. Study Costs (407.1)		0	0	0	0
11	Amortization of Conversion Expenses (407.2)		0	0	0	0
12	Regulatory Debits (407.3)		701,250	728,329	0	0
13	(Less) Regulatory Credits (407.4)		1,350,129	630,321	0	0
14	Taxes Other than Income Taxes (408.1)	262-263	1,858,623	1,953,112	0	0
15	Income Taxes-Federal (409.1)	262-263	13,626,513	13,769,020	0	0
16	Income Taxes-Other (409.1)	262-263	0	0	0	0
17	Provision of Deferred Income Taxes (410.1)	234-235	7,627,778	1,674,230	0	0
18	(Less) Provision for Deferred Income Taxes-Credit (411.1)	234-235	6,111,502	521,157	0	0
19	Investment Tax Credit Adjustment-Net (411.4)		0	0	0	0
20	(Less) Gains from Disposition of Utility Plant (411.6)		0	0	0	0
21	Losses from Disposition of Utility Plant (411.7)		0	0	0	0
22	(Less) Gains from Disposition of Allowances (411.8)		0	0	0	0
23	Losses from Disposition of Allowances (411.9)		0	0	0	0
24	Accretion Expense (411.10)		6,893	6,325	0	0
25	TOTAL Utility Operating Expenses (Total of lines 4 thru 24)		40,515,128	43,409,509	0	0
26	Net Utility Operating Income (Total of lines 2 less 25) (Carry forward to page 116, line 27)		30,703,621	28,198,622	0	0

Statement of Income(continued)

Line No.	Title of Account (a)	Reference Page Number (b)	Total Current Year to Date Balance for Quarter/Year (c)	Total Prior Year to Date Balance for Quarter/Year (d)	Current Three Months Ended Quarterly Only No Fourth Quarter (e)	Prior Three Months Ended Quarterly Only No Fourth Quarter (f)
27	Net Utility Operating Income (Carried forward from page 114)		30,703,621	28,198,622	0	0
28	OTHER INCOME AND DEDUCTIONS					
29	Other Income					
30	Nonutility Operating Income					
31	Revenues form Merchandising, Jobbing and Contract Work (415)		0	0	0	0
32	(Less) Costs and Expense of Merchandising, Job & Contract Work (416)		0	0	0	0
33	Revenues from Nonutility Operations (417)		0	0	0	0
34	(Less) Expenses of Nonutility Operations (417.1)		0	0	0	0
35	Nonoperating Rental Income (418)		0	0	0	0
36	Equity in Earnings of Subsidiary Companies (418.1)	119	0	0	0	0
37	Interest and Dividend Income (419)		1,557	27,639	0	0
38	Allowance for Other Funds Used During Construction (419.1)		699	0	0	0
39	Miscellaneous Nonoperating Income (421)		0	0	0	0
40	Gain on Disposition of Property (421.1)		0	0	0	0
41	TOTAL Other Income (Total of lines 31 thru 40)		2,256	27,639	0	0
42	Other Income Deductions					
43	Loss on Disposition of Property (421.2)		9,147	0	0	0
44	Miscellaneous Amortization (425)		0	0	0	0
45	Donations (426.1)	340	0	0	0	0
46	Life Insurance (426.2)		0	0	0	0
47	Penalties (426.3)		0	0	0	0
48	Expenditures for Certain Civic, Political and Related Activities (426.4)		0	0	0	0
49	Other Deductions (426.5)		656,453	1,591,309	0	0
50	TOTAL Other Income Deductions (Total of lines 43 thru 49)	340	665,600	1,591,309	0	0
51	Taxes Applic. to Other Income and Deductions					
52	Taxes Other than Income Taxes (408.2)	262-263	0	0	0	0
53	Income Taxes-Federal (409.2)	262-263	(232,171)	(1,724,611)	0	0
54	Income Taxes-Other (409.2)	262-263	0	0	0	0
55	Provision for Deferred Income Taxes (410.2)	234-235	19,924	0	0	0
56	(Less) Provision for Deferred Income Taxes-Credit (411.2)	234-235	43,982	0	0	0
57	Investment Tax Credit Adjustments-Net (411.5)		0	0	0	0
58	(Less) Investment Tax Credits (420)		0	0	0	0
59	TOTAL Taxes on Other Income and Deductions (Total of lines 52-58)		(256,229)	(1,724,611)	0	0
60	Net Other Income and Deductions (Total of lines 41, 50, 59)		(407,115)	160,941	0	0
61	INTEREST CHARGES					
62	Interest on Long-Term Debt (427)		0	0	0	0
63	Amortization of Debt Disc. and Expense (428)	258-259	0	0	0	0
64	Amortization of Loss on Reacquired Debt (428.1)		0	0	0	0
65	(Less) Amortization of Premium on Debt-Credit (429)	258-259	0	0	0	0
66	(Less) Amortization of Gain on Reacquired Debt-Credit (429.1)		0	0	0	0
67	Interest on Debt to Associated Companies (430)	340	3,206,500	3,362,271	0	0
68	Other Interest Expense (431)	340	23,669	4,817	0	0
69	(Less) Allowance for Borrowed Funds Used During Construction-Credit (432)		809	3,298	0	0
70	Net Interest Charges (Total of lines 62 thru 69)		3,229,360	3,363,790	0	0
71	Income Before Extraordinary Items (Total of lines 27,60 and 70)		27,067,146	24,995,773	0	0
72	EXTRAORDINARY ITEMS					
73	Extraordinary Income (434)		0	0	0	0
74	(Less) Extraordinary Deductions (435)		0	0	0	0
75	Net Extraordinary Items (Total of line 73 less line 74)		0	0	0	0
76	Income Taxes-Federal and Other (409.3)	262-263	0	0	0	0
77	Extraordinary Items after Taxes (Total of line 75 less line 76)		0	0	0	0
78	Net Income (Total of lines 71 and 77)		27,067,146	24,995,773	0	0

Comparative Balance Sheet (Assets and Other Debits)

Line No.	Title of Account (a)	Reference Page Number (b)	Current Year End of Quarter/Year Balance (c)	Prior Year End Balance 12/31 (d)
1	UTILITY PLANT			
2	Utility Plant (101-106, 114)	200-201	120,944,016	122,324,329
3	Construction Work in Progress (107)	200-201	200,788	243,628
4	TOTAL Utility Plant (Total of lines 2 and 3)	200-201	121,144,804	122,567,957
5	(Less) Accum. Provision for Depr., Amort., Depl. (108, 111, 115)		52,759,162	50,760,431
6	Net Utility Plant (Total of line 4 less 5)		68,385,642	71,807,526
7	Nuclear Fuel (120.1 thru 120.4, and 120.6)		0	0
8	(Less) Accum. Provision for Amort., of Nuclear Fuel Assemblies (120.5)		0	0
9	Nuclear Fuel (Total of line 7 less 8)		0	0
10	Net Utility Plant (Total of lines 6 and 9)		68,385,642	71,807,526
11	Utility Plant Adjustments (116)	122	0	0
12	Gas Stored-Base Gas (117.1)	220	0	0
13	System Balancing Gas (117.2)	220	0	0
14	Gas Stored in Reservoirs and Pipelines-Noncurrent (117.3)	220	0	0
15	Gas Owed to System Gas (117.4)	220	0	0
16	OTHER PROPERTY AND INVESTMENTS			
17	Nonutility Property (121)		0	0
18	(Less) Accum. Provision for Depreciation and Amortization (122)		0	0
19	Investments in Associated Companies (123)	222-223	0	0
20	Investments in Subsidiary Companies (123.1)	224-225	0	0
21	(For Cost of Account 123.1 See Footnote Page 224, line 40)			
22	Noncurrent Portion of Allowances		0	0
23	Other Investments (124)	222-223	0	0
24	Sinking Funds (125)		0	0
25	Depreciation Fund (126)		0	0
26	Amortization Fund - Federal (127)		0	0
27	Other Special Funds (128)		0	0
28	Long-Term Portion of Derivative Assets (175)		0	0
29	Long-Term Portion of Derivative Assets - Hedges (176)		0	0
30	TOTAL Other Property and Investments (Total of lines 17-20, 22-29)		0	0
31	CURRENT AND ACCRUED ASSETS			
32	Cash (131)		1,714,585	0
33	Special Deposits (132-134)		0	0
34	Working Funds (135)		5,000	5,000
35	Temporary Cash Investments (136)	222-223	0	0
36	Notes Receivable (141)		0	0
37	Customer Accounts Receivable (142)		131,602	353,806
38	Other Accounts Receivable (143)		0	0
39	(Less) Accum. Provision for Uncollectible Accounts - Credit (144)		0	0
40	Notes Receivable from Associated Companies (145)		0	0
41	Accounts Receivable from Associated Companies (146)		2,929,976	2,295,182
42	Fuel Stock (151)		0	0
43	Fuel Stock Expenses Undistributed (152)		0	0

Comparative Balance Sheet (Assets and Other Debits)(continued)

Line No.	Title of Account (a)	Reference Page Number (b)	Current Year End of Quarter/Year Balance (c)	Prior Year End Balance 12/31 (d)
44	Residuals (Elec) and Extracted Products (Gas) (153)		0	0
45	Plant Materials and Operating Supplies (154)		0	0
46	Merchandise (155)		0	0
47	Other Materials and Supplies (156)		0	0
48	Nuclear Materials Held for Sale (157)		0	0
49	Allowances (158.1 and 158.2)		0	0
50	(Less) Noncurrent Portion of Allowances		0	0
51	Stores Expense Undistributed (163)		0	0
52	Gas Stored Underground-Current (164.1)	220	0	0
53	Liquefied Natural Gas Stored and Held for Processing (164.2 thru 164.3)	220	0	0
54	Prepayments (165)	230	2,164,867	2,130,699
55	Advances for Gas (166 thru 167)		0	0
56	Interest and Dividends Receivable (171)		0	0
57	Rents Receivable (172)		0	0
58	Accrued Utility Revenues (173)		0	0
59	Miscellaneous Current and Accrued Assets (174)		175,426	0
60	Derivative Instrument Assets (175)		0	0
61	(Less) Long-Term Portion of Derivative Instrument Assets (175)		0	0
62	Derivative Instrument Assets - Hedges (176)		0	0
63	(Less) Long-Term Portion of Derivative Instrument Assests - Hedges (176)		0	0
64	TOTAL Current and Accrued Assets (Total of lines 32 thru 63)		7,121,456	4,784,687
65	DEFERRED DEBITS			
66	Unamortized Debt Expense (181)		0	0
67	Extraordinary Property Losses (182.1)	230	0	0
68	Unrecovered Plant and Regulatory Study Costs (182.2)	230	0	0
69	Other Regulatory Assets (182.3)	232	20,764	39,961
70	Preliminary Survey and Investigation Charges (Electric)(183)		0	0
71	Preliminary Survey and Investigation Charges (Gas)(183.1 and 183.2)		0	0
72	Clearing Accounts (184)		0	(5,864)
73	Temporary Facilities (185)		0	0
74	Miscellaneous Deferred Debits (186)	233	0	0
75	Deferred Losses from Disposition of Utility Plant (187)		0	0
76	Research, Development, and Demonstration Expend. (188)		0	0
77	Unamortized Loss on Reacquired Debt (189)		0	0
78	Accumulated Deferred Income Taxes (190)	234-235	8,716,449	38,993
79	Unrecovered Purchased Gas Costs (191)		0	0
80	TOTAL Deferred Debits (Total of lines 66 thru 79)		8,737,213	73,090
81	TOTAL Assets and Other Debits (Total of lines 10-15,30,64,and 80)		84,244,311	76,665,303

Comparative Balance Sheet (Liabilities and Other Credits)

Line No.	Title of Account (a)	Reference Page Number (b)	Current Year End of Quarter/Year Balance	Prior Year End Balance 12/31 (d)
1	PROPRIETARY CAPITAL			
2	Common Stock Issued (201)	250-251	1	1
3	Preferred Stock Issued (204)	250-251	0	0
4	Capital Stock Subscribed (202, 205)	252	0	0
5	Stock Liability for Conversion (203, 206)	252	0	0
6	Premium on Capital Stock (207)	252	0	0
7	Other Paid-In Capital (208-211)	253	72,292,305	72,292,305
8	Installments Received on Capital Stock (212)	252	0	0
9	(Less) Discount on Capital Stock (213)	254	0	0
10	(Less) Capital Stock Expense (214)	254	0	0
11	Retained Earnings (215, 215.1, 216)	118-119	(83,730,954)	(63,586,421)
12	Unappropriated Undistributed Subsidiary Earnings (216.1)	118-119	0	0
13	(Less) Reacquired Capital Stock (217)	250-251	0	0
14	Accumulated Other Comprehensive Income (219)	117	0	0
15	TOTAL Proprietary Capital (Total of lines 2 thru 14)		(11,438,648)	8,705,885
16	LONG TERM DEBT			
17	Bonds (221)	256-257	0	0
18	(Less) Reacquired Bonds (222)	256-257	0	0
19	Advances from Associated Companies (223)	256-257	46,400,000	52,500,000
20	Other Long-Term Debt (224)	256-257	0	0
21	Unamortized Premium on Long-Term Debt (225)	258-259	0	0
22	(Less) Unamortized Discount on Long-Term Debt-Dr (226)	258-259	0	0
23	(Less) Current Portion of Long-Term Debt		0	0
24	TOTAL Long-Term Debt (Total of lines 17 thru 23)		46,400,000	52,500,000
25	OTHER NONCURRENT LIABILITIES			
26	Obligations Under Capital Leases-Noncurrent (227)		0	0
27	Accumulated Provision for Property Insurance (228.1)		0	0
28	Accumulated Provision for Injuries and Damages (228.2)		0	0
29	Accumulated Provision for Pensions and Benefits (228.3)		0	0
30	Accumulated Miscellaneous Operating Provisions (228.4)		0	0
31	Accumulated Provision for Rate Refunds (229)		0	0

Comparative Balance Sheet (Liabilities and Other Credits)(continued)

Line No.	Title of Account (a)	Reference Page Number (b)	Current Year End of Quarter/Year Balance	Prior Year End Balance 12/31 (d)
32	Long-Term Portion of Derivative Instrument Liabilities		0	0
33	Long-Term Portion of Derivative Instrument Liabilities - Hedges		0	0
34	Asset Retirement Obligations (230)		293,074	276,485
35	TOTAL Other Noncurrent Liabilities (Total of lines 26 thru 34)		293,074	276,485
36	CURRENT AND ACCRUED LIABILITIES			
37	Current Portion of Long-Term Debt		0	0
38	Notes Payable (231)		0	0
39	Accounts Payable (232)		16,550,135	419,326
40	Notes Payable to Associated Companies (233)		0	0
41	Accounts Payable to Associated Companies (234)		417,010	457,210
42	Customer Deposits (235)		205,172	200,543
43	Taxes Accrued (236)	262-263	(533)	85,589
44	Interest Accrued (237)		0	0
45	Dividends Declared (238)		0	0
46	Matured Long-Term Debt (239)		0	0
47	Matured Interest (240)		0	0
48	Tax Collections Payable (241)		6,793	0
49	Miscellaneous Current and Accrued Liabilities (242)	268	140,594	76,529
50	Obligations Under Capital Leases-Current (243)		0	0
51	Derivative Instrument Liabilities (244)		0	0
52	(Less) Long-Term Portion of Derivative Instrument Liabilities		0	0
53	Derivative Instrument Liabilities - Hedges (245)		0	0
54	(Less) Long-Term Portion of Derivative Instrument Liabilities - Hedges		0	0
55	TOTAL Current and Accrued Liabilities (Total of lines 37 thru 54)		17,319,171	1,239,197
56	DEFERRED CREDITS			
57	Customer Advances for Construction (252)		0	0
58	Accumulated Deferred Investment Tax Credits (255)		0	0
59	Deferred Gains from Disposition of Utility Plant (256)		0	0
60	Other Deferred Credits (253)	269	40,524	0
61	Other Regulatory Liabilities (254)	278	11,783,853	6,454
62	Unamortized Gain on Reacquired Debt (257)	260	0	0
63	Accumulated Deferred Income Taxes - Accelerated Amortization (281)		0	0
64	Accumulated Deferred Income Taxes - Other Property (282)		19,078,006	13,353,288
65	Accumulated Deferred Income Taxes - Other (283)		768,331	583,994
66	TOTAL Deferred Credits (Total of lines 57 thru 65)		31,670,714	13,943,736
67	TOTAL Liabilities and Other Credits (Total of lines 15,24,35,55,and 66)		84,244,311	76,665,303

Statement of Income

Quarterly

1. Enter in column (d) the balance for the reporting quarter and in column (e) the balance for the same three month period for the prior year.
2. Report in column (f) the quarter to date amounts for electric utility function; in column (h) the quarter to date amounts for gas utility, and in (i) the quarter to date amounts for other utility function for the current year quarter.
3. Report in column (g) the quarter to date amounts for electric utility function; in column (i) the quarter to date amounts for gas utility, and in (k) the quarter to date amounts for other utility function for the prior year quarter.
4. If additional columns are needed place them in a footnote.

Annual or Quarterly, if applicable

5. Do not report fourth quarter data in columns (e) and (f)
6. Report amounts for accounts 412 and 413, Revenues and Expenses from Utility Plant Leased to Others, in another utility column in a similar manner to a utility department. Spread the amount(s) over lines 2 thru 26 as appropriate. Include these amounts in columns (c) and (d) totals.
7. Report amounts in account 414, Other Utility Operating Income, in the same manner as accounts 412 and 413 above.
8. Report data for lines 8, 10 and 11 for Natural Gas companies using accounts 404.1, 404.2, 404.3, 407.1 and 407.2.
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1	UTILITY OPERATING INCOME					
2	Gas Operating Revenues (400)	300-301	2,738,866	3,084,645	0	0
3	Operating Expenses					
4	Operation Expenses (401)	317-325	6,380,631	7,010,576	0	0
5	Maintenance Expenses (402)	317-325	1,215,977	1,007,867	0	0
6	Depreciation Expense (403)	336-338	3,618,010	3,619,195	0	0
7	Depreciation Expense for Asset Retirement Costs (403.1)	336-338	636	636	0	0
8	Amortization and Depletion of Utility Plant (404-405)	336-338	2,146	(426)	0	0
9	Amortization of Utility Plant Acu. Adjustment (406)	336-338	0	0	0	0
10	Amort. of Prop. Losses, Unrecovered Plant and Reg. Study Costs (407.1)		0	0	0	0
11	Amortization of Conversion Expenses (407.2)		0	0	0	0
12	Regulatory Debits (407.3)		212,388	77,945	0	0
13	(Less) Regulatory Credits (407.4)		137,424	110,071	0	0
14	Taxes Other than Income Taxes (408.1)	262-263	541,991	840,826	0	0
15	Income Taxes-Federal (409.1)	262-263	(12,801,242)	(3,676,934)	0	0
16	Income Taxes-Other (409.1)	262-263	(2,555,883)	0	0	0
17	Provision of Deferred Income Taxes (410.1)	234-235	28,975,060	2,557,987	0	0
18	(Less) Provision for Deferred Income Taxes-Credit (411.1)	234-235	15,137,707	0	0	0
19	Investment Tax Credit Adjustment-Net (411.4)		0	0	0	0
20	(Less) Gains from Disposition of Utility Plant (411.6)		0	0	0	0
21	Losses from Disposition of Utility Plant (411.7)		0	0	0	0
22	(Less) Gains from Disposition of Allowances (411.8)		0	0	0	0
23	Losses from Disposition of Allowances (411.9)		0	0	0	0
24	Accretion Expense (411.10)		16,589	15,650	0	0
25	TOTAL Utility Operating Expenses (Total of lines 4 thru 24)		10,331,172	11,343,251	0	0
26	Net Utility Operating Income (Total of lines 2 less 25) (Carry forward to page 116, line 27)		(7,592,306)	(8,258,606)	0	0

Statement of Income(continued)

Line No.	Title of Account (a)	Reference Page Number (b)	Total Current Year to Date Balance for Quarter/Year (c)	Total Prior Year to Date Balance for Quarter/Year (d)	Current Three Months Ended Quarterly Only No Fourth Quarter (e)	Prior Three Months Ended Quarterly Only No Fourth Quarter (f)
27	Net Utility Operating Income (Carried forward from page 114)		(7,592,306)	(8,258,606)	0	0
28	OTHER INCOME AND DEDUCTIONS					
29	Other Income					
30	Nonutility Operating Income					
31	Revenues form Merchandising, Jobbing and Contract Work (415)		0	0	0	0
32	(Less) Costs and Expense of Merchandising, Job & Contract Work (416)		0	0	0	0
33	Revenues from Nonutility Operations (417)		0	0	0	0
34	(Less) Expenses of Nonutility Operations (417.1)		0	0	0	0
35	Nonoperating Rental Income (418)		0	0	0	0
36	Equity in Earnings of Subsidiary Companies (418.1)	119	0	0	0	0
37	Interest and Dividend Income (419)		1,818	142	0	0
38	Allowance for Other Funds Used During Construction (419.1)		0	0	0	0
39	Miscellaneous Nonoperating Income (421)		0	0	0	0
40	Gain on Disposition of Property (421.1)		21,572	0	0	0
41	TOTAL Other Income (Total of lines 31 thru 40)		23,390	142	0	0
42	Other Income Deductions					
43	Loss on Disposition of Property (421.2)		0	0	0	0
44	Miscellaneous Amortization (425)		0	0	0	0
45	Donations (426.1)	340	0	0	0	0
46	Life Insurance (426.2)		0	0	0	0
47	Penalties (426.3)		0	0	0	0
48	Expenditures for Certain Civic, Political and Related Activities (426.4)		0	0	0	0
49	Other Deductions (426.5)		16,853,015	387,904	0	0
50	TOTAL Other Income Deductions (Total of lines 43 thru 49)	340	16,853,015	387,904	0	0
51	Taxes Applic. to Other Income and Deductions					
52	Taxes Other than Income Taxes (408.2)	262-263	0	0	0	0
53	Income Taxes-Federal (409.2)	262-263	(52,565)	(135,717)	0	0
54	Income Taxes-Other (409.2)	262-263	(18,639)	0	0	0
55	Provision for Deferred Income Taxes (410.2)	234-235	2,976,310	0	0	0
56	(Less) Provision for Deferred Income Taxes-Credit (411.2)	234-235	7,928,224	0	0	0
57	Investment Tax Credit Adjustments-Net (411.5)		0	0	0	0
58	(Less) Investment Tax Credits (420)		0	0	0	0
59	TOTAL Taxes on Other Income and Deductions (Total of lines 52-58)		(5,023,118)	(135,717)	0	0
60	Net Other Income and Deductions (Total of lines 41, 50, 59)		(11,806,507)	(252,045)	0	0
61	INTEREST CHARGES					
62	Interest on Long-Term Debt (427)		0	0	0	0
63	Amortization of Debt Disc. and Expense (428)	258-259	0	0	0	0
64	Amortization of Loss on Reacquired Debt (428.1)		0	0	0	0
65	(Less) Amortization of Premium on Debt-Credit (429)	258-259	0	0	0	0
66	(Less) Amortization of Gain on Reacquired Debt-Credit (429.1)		0	0	0	0
67	Interest on Debt to Associated Companies (430)	340	743,845	1,330,126	0	0
68	Other Interest Expense (431)	340	1,875	1,496	0	0
69	(Less) Allowance for Borrowed Funds Used During Construction-Credit (432)		0	0	0	0
70	Net Interest Charges (Total of lines 62 thru 69)		745,720	1,331,622	0	0
71	Income Before Extraordinary Items (Total of lines 27,60 and 70)		(20,144,533)	(9,842,273)	0	0
72	EXTRAORDINARY ITEMS					
73	Extraordinary Income (434)		0	0	0	0
74	(Less) Extraordinary Deductions (435)		0	23,289,976	0	0
75	Net Extraordinary Items (Total of line 73 less line 74)		0	(23,289,976)	0	0
76	Income Taxes-Federal and Other (409.3)	262-263	0	(9,052,814)	0	0
77	Extraordinary Items after Taxes (Total of line 75 less line 76)		0	(14,237,162)	0	0
78	Net Income (Total of lines 71 and 77)		(20,144,533)	(24,079,435)	0	0

4.0 Loans

The following information on loans to and from affiliates of Questar Gas Company includes the following.

- A. The month-end amounts outstanding.
- B. The highest amount of outstanding during the year, separately for short-term and long-term loans
- C. A description of the terms and conditions, including bases for interest rates.
- D. The total amount of interest charged or credited and the weighted-average interest rate.
- E. Specify the commission order(s) approving the transaction where such approval is required by law.

Questar Gas Company
4.1 Loan Summary
2017

Requirements	Dominion Energy, Inc.
III. For inter-company loans to/from affiliates: A. The month-end amounts outstanding for short-term and long-term loans: Short-term loans: January - December Long-term Loans	(a) N/A
B. The highest amount during the year separately for short-term and long-term loans: Maximum loan to affiliate: Short-term loans: Amount Date Maximum loan to affiliate: Long-term loans: Amount Date Maximum loan from affiliate: Short-term loans: Amount Date Maximum loan from affiliate: Long-term loans: Amount Date	N/A N/A N/A N/A 75,000,000 (b) December 29, 2017 N/A N/A
C. A description of the terms and conditions for loans including the basis for interest rates:	Pursuant to the terms and conditions of the Intercompany Revolving Credit Agreement
D. The total amount of interest charged or credited and the weighted average rate of interest separately for short-term and long-term loans: Short-term loans: Interest expense charged Interest income credited Long-term loans: Interest charged or credited	231,932 N/A (c) N/A
E. Specify the commission order(s) approving the transaction where such approval is required by law:	Refer to Appendix A

- (a) Refer to the following schedule for the detail of month-end loan amounts outstanding.
- (b) Represents the maximum cumulative outstanding balance during the reporting year.
- (c) Refer to the following schedule for the detail of interest charged or credit and the rates of interest.

4.2 Loan Agreement Transactions Statement

Questar Gas Company - Dominion Energy, Inc.

Intercompany Revolving Credit Agreement Transactions Summary

Questar Gas Company ("QGC")

Dominion Energy, Inc. ("DEI")

2017

<u>Month</u>	<u>Net Principal Advanced to QGC</u>	<u>Net Principal Repaid by QGC</u>	<u>Principal Advanced to DEI</u>	<u>Principal Repaid by DEI</u>	<u>Outstanding Month End Balance ^(a)</u>	<u>Interest Rate Range</u>		<u>Interest Expense Incurred by QGC</u>	<u>Interest Income Earned by QGC</u>
December-16					\$ (48,000,000)				
January-17	\$ 17,000,000	\$ 48,000,000	-	-	\$ (17,000,000)	1.05%	1.09%	15,638	-
February-17	-	10,000,000	-	-	\$ (7,000,000)	1.00%	1.10%	13,411	-
March-17	-	7,000,000	-	-	\$ -	1.05%	1.10%	1,833	-
April-17	-	-	-	-	\$ -	1.10%	1.27%	0	-
May-17	3,000,000	3,000,000	-	-	\$ -	1.27%	1.29%	106	-
June-17	10,000,000	-	-	-	\$ (10,000,000)	1.29%	1.37%	4,517	-
July-17	-	-	-	-	\$ (10,000,000)	1.37%	1.47%	12,360	-
August-17	-	10,000,000	-	-	\$ -	1.47%	1.49%	8,204	-
September-17	-	-	-	-	\$ -	1.48%	1.49%	0	-
October-17	46,000,000	-	-	-	\$ (46,000,000)	1.48%	1.49%	36,407	-
November-17	6,000,000	-	-	-	\$ (52,000,000)	1.48%	1.49%	59,107	-
December-17	30,000,000	7,000,000	-	-	\$ (75,000,000)	1.49%	1.56%	80,349	-
TOTAL	\$ 112,000,000	\$ 85,000,000	\$ -	\$ -				\$ 231,932	\$ -

^(a) Outstanding month-end balances advanced to Questar Gas Company are shown in parentheses, if applicable.

4.3 Debt Guarantees

If the parent guarantees any debt or affiliated interest, identify the entities involved, the nature of the debt, the original amount, the highest amount during the year ended December 31, 2017 and the balance as of December 31, 2017.

Questar Gas Company does not guarantee the debt of any of its affiliates.

5.0 Other Transactions

Other transactions (utility leasing of affiliate property, affiliate leasing of utility property, utility purchase of affiliate property, material or supplies and affiliate purchase of utility property, material or supplies) are as follows:

	Amount
5.1 The utility leased office space from Questar Corp at the Utah Center. The listed amount includes lease, interest, maintenance, and depreciation	640,761.00
5.2 Questar Gas charged Dominion Generation, Inc., an unregulated affiliate, for rent and rental improvements for the year ended December 31, 2017.	9,387.69
5.3 Jurisdictional Line 132 was transferred from Questar Pipeline Company to Questar Gas and was renamed Feeder Line 129. By acquiring JL132, the system would experience the operational flexibility of a dual supplied system by connecting the Price HP subsystem with the Wellington HP subsystem. In addition, expected demand on the Wellington HP subsystem will soon exceed the Wellington gate station capacity unless it is upgraded or can shift some demand to another gate station with substantial capacity. Purchasing JL132 will ensure that the Wellington gate station will not require an upgrade in the near future. This section of pipe originally belonged to Questar Gas. It was sold to QPC more than 10 years ago. More recently, that section of pipe was deemed to not be FERC jurisdictional, so it benefitted both parties to switch ownership back to Questar Gas. It was also less expensive than three other options when looking to replace the existing pipe on the Questar Gas side.	522,003.20
5.3 Vehicles were transferred from Questar Pipeline to Questar Gas during 2017 as a regular course of business. These transfers were initiated because of business need.	322,848.29
5.4 Vehicles were transferred from Questar Gas to Questar Pipeline during 2017 as a regular course of business. These transfers were initiated because of business need.	150,037.02

6.0 Employee Transfers

6.1 Questar Gas Employee Transfers to Affiliates

6.2 Questar Gas Employee Transfers from Affiliates

6.1 Report of Questar Gas Employee Transfer to Affiliates During the Year Ended December 31, 2017

Affiliate	Job Title	Count
Dominion Questar Corp	Gas Accounting Analyst	1
Dominion Questar Corp	Legal Administrative Assistant	1
Dominion Questar Corp	Mail Services Representative	1
Dominion Questar Corp	Stockhandler, Supply Chain	1
Dominion Questar Corp	Training Specialist	1
Questar Pipeline Company Services	Contract Support Rep	1
Questar Pipeline Company Services	Gas Controller	1
Total		7

6.2 Report of Questar Gas Employee Transfer from Affiliates During the Year Ended December 31, 2017

Affiliate	Job Title	Count
Dominion Questar Corp	Business Development Analyst	1
Dominion Questar Corp	Business Process System Analyst	1
Dominion Questar Corp	Compliance Record Tech	1
Dominion Questar Corp	Customer Care Rep	1
Dominion Questar Corp	Gas Account Manager	1
Dominion Questar Corp	Gas Account Support Rep	1
Dominion Questar Corp	Gas Accounting Analyst	1
Dominion Questar Corp	Gas Operations Manager	1
Dominion Questar Corp	Gas Supply Planning Analyst	1
Dominion Questar Corp	Legal Administrative Assistant	1
Dominion Questar Corp	Mail Services Representative	2
Dominion Questar Corp	Meter Reader	1
Dominion Questar Corp	Program Compliance Specialist	1
Dominion Questar Corp	Process Assistant	1
Dominion Questar Corp	Region Operations Manager	1
Dominion Questar Corp	Stockhandler, Supply Chain	1
Dominion Questar Corp	Training Specialist	1
Dominion Questar Corp	Utility Worker	2
Dominon Energy Services	Engineer	1
Questar Pipeline Company Services	Contract Support Rep	1
Questar Pipeline Company Services	Engineer	2
Questar Pipeline Company Services	Gas Controller	1
Questar Pipeline Company Services	Process Assistant	1
Questar Project Employee Company	Administrative Assistant	1
Questar Project Employee Company	Corrosion Technician	1
Questar Project Employee Company	Customer Service Trainer	1
Questar Project Employee Company	GIS Technician	1
Questar Project Employee Company	Meter Reader	4
Questar Project Employee Company	Utility Worker	4
Southern Trails	Process Assistant	1
Total		39

7.0 Cost Allocations

7.1 A description of each intra-company cost allocation procedure (cost allocation manual)

7.2 A schedule of cost amounts allocated to the utility

7.3 A schedule of cost amounts from the utility

7.4 Copies of the Intercompany Administrative Services Agreements

7.5 A listing of any orders approving affiliate transactions

7.1 Cost Allocation Manual

Questar Gas Company Cost Allocation Manual For the Year Ended December 31, 2017

Overview/Introduction

Questar Gas Company (Questar Gas) has entered into an intercompany services agreement with Dominion Energy Services, Inc. (DES), an unregulated affiliate of Questar Gas. A description of services that may be provided by DES to Questar Gas can be found in Exhibit 1 to the attached DES Services Agreement.

Allocation Amounts and Methods

The methods of allocation for DES' services can be found in Exhibit 3 to the attached DES Services Agreement. During 2017, only interest charges, which are allocated based on an affiliate's percentage of total direct and allocated labor costs, were allocated to Questar Gas. All other costs were directly charged from DES (formerly DRS) through Questar Corp to Questar Gas. The allocated amounts were as follows:

Affiliate name	Total services received	Amount of allocated services
Dominion Energy Services, Inc.	\$916,594	\$3,733 ^(a)

^(a) Questar Gas' allocation percentage during the year ended December 31, 2017 was 0.13%

There were no costs charged under the DES Services agreement to DES by Questar Gas.

Other Costs Charged to/from Questar Gas

Questar Gas was charged by its unregulated parent, Dominion Energy, Inc. (DEI), for stock-based compensation costs incurred by DEI for grants of restricted stock to Questar Gas employees for the year ended December 31, 2017. See section 7.2 of this report.

Questar Gas charged Dominion Generation, Inc., an unregulated affiliate, for rent and rental improvements for the year ended December 31, 2017. See section 5.2 of this report.

7.2 Amounts Allocated to the Utility

Name of Entity	Total Services Received	Allocated	Non Allocated
Wexpro	272,139,488.58		272,139,488.58
Dominion Energy Questar Corp	56,812,027.37	12,954,167.80	43,857,859.57
Questar InfoComm	3,451.02		3,451.02
Dominion Energy Questar Pipeline	74,365,799.24	(34.39)	74,365,833.63
Questar Overthrust Pipeline	250.54		250.54
Questar Energy Services	14,291.54		14,291.54
Questar Southern Trails Pipeline Company	1,620.00		1,620.00
Questar Project Employee Company	1,529,611.23		1,529,611.23
Wexpro II	46,296,504.50		46,296,504.50
Questar Pipeline Services Company	1,233,862.21	328.23	1,233,533.98
Dominion Energy Services	231,932.12		231,932.12
Dominion Energy Inc.	814,639.59		814,639.59
Total	453,443,477.94	12,954,461.64	439,674,376.71

7.3 Amounts Allocated from the Utility

Name of Entity	Total Services Provided	Allocated	Non Allocated
Wexpro	845,778.90	316,524.96	529,253.94
Dominion Energy Questar Corp	1,796,917.06	954,584.54	842,332.52
Questar InfoComm	169,281.28	35,217.28	134,064.00
Dominion Energy Questar Pipeline	3,556,666.43	906,995.81	2,649,670.62
Questar Overthrust Pipeline	66,804.51	40,001.65	26,802.86
Questar Energy Services	328,558.87	45,351.00	283,207.87
Questar Southern Trails Pipeline Company	206,143.21	30,624.02	175,519.19
Questar Field Services, LLC	233.46	13.41	220.05
Questar Project Employee	549.03		549.03
Questar Fueling Company	(1,091.13)		(1,091.13)
Questar Pipeline Services	818,741.19	701,512.10	117,229.09
Dominion Energy Services	227.82		227.82
Dominion Generation	9,387.69		9,387.69
Total	7,798,198.32	3,030,824.77	4,767,373.55

7.4 Intercompany Administrative Services Agreements

EXHIBIT 10.13

DES Services Agreement

This DES Services Agreement (this “Agreement”) is entered into as of January 1, 2018, by and between QUESTAR GAS COMPANY, a Utah corporation (the “Company”), and DOMINION ENERGY SERVICES, INC., a Virginia corporation (“DES”), for the benefit of the Company. DES is sometimes referred to herein as “Service Company.”

WHEREAS, each of the Company and DES is a direct or indirect wholly-owned subsidiary of Dominion Energy, Inc., a Virginia corporation and a “holding company” as defined in the Public Utility Holding Company Act of 2005 that is subject to regulation as such under that Act by the Federal Energy Regulatory Commission (“Dominion”);

WHEREAS, DES has been formed for the purpose of providing administrative, management and other services to Dominion and its subsidiaries (“Dominion Companies”) as a subsidiary service company;

WHEREAS Dominion has completed a transaction and merger whereby the Company, subject to applicable regulatory approvals, has become a wholly-owned subsidiary of Dominion;

WHEREAS, the Company believes that it is in the interest of the Company to provide for an arrangement whereby the Company may, from time to time and at the option of the Company, agree to purchase such administrative, management and other services as set forth in Exhibit I hereto from DES for its benefit.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

I. SERVICES OFFERED. Exhibit I hereto lists and describes all of the services that are available from DES. DES hereby offers to supply those services to the Company for the benefit of the Company. Such services are and will be provided to the Company only at the request of the Company. DES will provide such requested services using personnel from DES and, if necessary, from non-affiliated third parties in accordance with Section III herein.

II. INITIAL SERVICES SELECTED. Exhibit II lists the services from Exhibit I that (i) the Company hereby agrees to receive from DES, and (ii) DES hereby agrees to provide to the Company.

III. PERSONNEL. DES will provide services by utilizing the services of such executives, accountants, financial advisers, technical advisers, attorneys, engineers, geologists and other persons as have the necessary qualifications.

If necessary, DES, after consultation with the Company, may also arrange for the services of non-affiliated experts, consultants and attorneys in connection with the performance of any of the services supplied under this Agreement.

IV. COMPENSATION AND ALLOCATION. As and to the extent required by law, DES will provide such services at cost. Exhibit III hereof contains rules and methods for determining and allocating costs for DES.

V. EFFECTIVE DATE. This Agreement is effective as of January 1, 2018 (the "Effective Date").

VI. TERM. This Agreement shall commence on the Effective Date and shall remain in effect unless terminated earlier pursuant to Section VII(C).

VII. TERMINATION AND MODIFICATION.

A. Modification of Services. The Company may modify its selection of services at any time during the calendar year by giving DES written notice of the additional services it wishes to receive, and/or the services it no longer wishes to receive, in Exhibit I from DES. The requested modification in services shall take effect on the first day of the first calendar month beginning at least thirty (30) days after the Company sent written notice to DES.

B. Modification of Other Terms and Conditions. No other amendment, change or modification of this Agreement shall be valid, unless made in writing and signed by all parties hereto.

C. Termination of this Agreement. The Company may terminate this Agreement by providing sixty (60) days advance written notice of such termination to DES. DES may terminate this Agreement by providing sixty (60) days advance written notice of such termination to the Company.

This Agreement shall be subject to the approval of any state commission or other state regulatory body whose approval is, by the laws of said state, a legal prerequisite to the execution and delivery or the performance of this Agreement.

VIII. NOTICE. Where written notice is required by this Agreement, said notice shall be deemed given when mailed by United States registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

a. To the Company:

Questar Gas Company
333 South State Street
Salt Lake City, Utah 84145-0360

With a Copy to:

Dominion Energy Services, Inc.
Law Department
120 Tredegar Street
Richmond, Virginia 23219
Attention: Managing Counsel and State Regulatory Team

b. To DES:

Dominion Energy Services, Inc.
120 Tredegar Street
Richmond, Virginia 23219

With a Copy to:

Dominion Energy Services, Inc.
Law Department
120 Tredegar Street
Richmond, Virginia 23219
Attention: Managing Counsel and State Regulatory Team

IX. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of Virginia, without regard to its conflict of laws provisions.

X. ENTIRE AGREEMENT. This Agreement, together with its exhibits, constitutes the entire understanding and agreement of the parties with respect to its subject matter, and effective upon the execution of this Agreement by the respective parties hereof and thereto, any and all prior agreements, understandings or representations with respect to this subject matter are hereby terminated and cancelled in their entirety and are of no further force and effect.

XI. WAIVER. No waiver by any party hereto of a breach of any provision of this Agreement shall constitute a waiver of any preceding or succeeding breach of the same or any other provision hereof.

XII. ASSIGNMENT. This Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors and assigns. No assignment of this Agreement or any party's rights, interests or obligations hereunder may be made without the other party's consent, which shall not be unreasonably withheld, delayed or conditioned; provided, however, that, subject to the requirements of applicable state and federal regulatory law, either party may

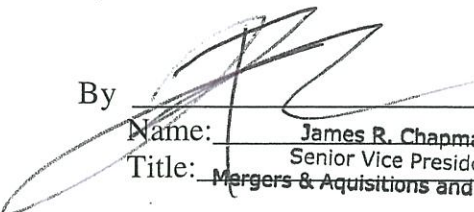
assign its rights, interests or obligations under this Agreement to an “affiliated interest,” without the consent of the other party.

XIII. SEVERABILITY. If any provision or provisions of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first above mentioned.

QUESTAR GAS COMPANY

By


Name: James R. Chapman
Title: Senior Vice President
~~Mergers & Aquisitions and Treasurer~~

DOMINION ENERGY SERVICES, INC.

By



Name: Simon C. Hodges
Title: Vice President - Corporate Strategy &
Financial Analysis and Chief Risk Officer

EXHIBIT I

**DESCRIPTION OF SERVICES OFFERED BY DES
UNDER THIS DES SERVICES AGREEMENT**

1. Accounting. Provide advice and assistance to Dominion Companies in accounting matters (development of accounting practices, procedures and controls, the maintenance of the general ledger and related subsidiary systems, the preparation and analysis of financial reports, and the processing of certain accounts such as accounts payable, accounts receivable, and payroll).

2. Auditing. Periodically audit the accounting records and other records maintained by Dominion Companies and coordinate their examination, where applicable, with that of independent public accountants. The audit staff will report on their examination and submit recommendations, as appropriate, on improving methods of internal control and accounting procedures.

3. Legal. Provide advice and assistance with respect to legal and regulatory issues as well as regulatory compliance and matters under federal and state laws.

4. Information Technology, Electronic Transmission and Computer Services. Provide the organization and resources for the operation of an information technology function (development, implementation and operation of a centralized data processing facility and the management of a telecommunications network, and the central processing of computerized applications and support of individual applications in Dominion Companies). Develop, implement, and process those computerized applications for Dominion Companies that can be economically best accomplished on a centralized basis. Develop, implement, and process information technology risk management services and services for the secure protection and transmission of critical and sensitive data.

5. Software/Hardware Pooling. Accept from Dominion Companies ownership of and rights to use, assign, license or sub-license all software owned, acquired or developed by or for Dominion Companies which Dominion Companies can and do transfer or assign to it and computer system hardware used with software and enhancements to which DES has legal right. Preserve and protect the rights to all such software to the extent reasonable and appropriate under the circumstances; license Dominion Companies, on a non-exclusive, no-charge or at-cost basis, to use all software which DES has the right to sell, license or sub-license; and, at the relevant Dominion Companies' expense, permit Dominion Companies to enhance any such software and license others to use all such software and enhancements to the extent that DES shall have the legal right to so permit.

6. Human Resources. Advise and assist Dominion Companies in the formulation and administration of human resources policies and programs relating to the relevant

Dominion Companies' labor relations, personnel administration, training, wage and salary administration, staffing and safety. Direct and administer all medical, health, and employee benefit and pension plans of Dominion Companies. Provide systems of physical examination for employment and other purposes and direct and administer programs for the prevention of sickness. Advise and assist Dominion Companies in the administration of such plans and prepare and maintain records of employee and company accounts under the said plans, together with such statistical data and reports as are pertinent to the plans.

7. Operations. Advise and assist Dominion Companies in the following matters relating to operational capacity: (i) the preparation and coordination of studying, consulting, planning, designing, inspecting and engineering and construction of facilities of Dominion Companies, (ii) the planning, engineering (including maps and records) and construction operations of Dominion Companies, (iii) the performance of operations support services, plant and facilities operation, generation outage support, and maintenance and management services, and (iv) the planning, formulation and implementation of load retention, load shaping and conservation and efficiency programs, and integrated resource planning for supply-side plans and demand-side management programs. Develop long-range operational programs for Dominion Companies and advise and assist each such Company in the coordination of such programs with the programs of the other Dominion subsidiaries, subject to federal and state codes and standards of conduct, as applicable. Manage Dominion Companies' purchase, movement, transfer, and accounting of fuel and gas volumes.

8. Executive and Administrative. Advise and assist Dominion Companies in the solution of major problems and in the formulation and execution of the general plans and policies of Dominion Companies. Advise and assist Dominion Companies as to operations, the issuance of securities, the preparation of filings arising out of or required by the various federal and state securities, business, public utilities and corporation laws, the selection of executive and administrative personnel, the representation of Dominion Companies before regulatory bodies, proposals for capital expenditures, budgets, financing, acquisition and disposition of properties, expansion of business, rate structures, public relationships and related matters.

9. Business Services. Perform: (i) general business support services (printing, mailing, records management and maintenance, and administrative and office services across the enterprise), (ii) office facilities operation (building maintenance and property management, lease/sublease management, and property sales services across the enterprise), (iii) security (physical security support, background investigations, and investigative services across the enterprise), (iv) travel (business-related ticketing, itinerary coordination, and reservations for airlines, train, rental cars, and hotels/lodging for Dominion employees), (v) aviation (maintenance, operations, and aviation-related services for corporate-owned aircraft), and (vi) fleet services (fleet systems support, management of the acquisition/disposal function, maintenance functions, and fleet management across the entire enterprise).

10. Risk Management. Advise and assist Dominion Companies in securing requisite insurance, in the purchase and administration of all property, casualty and marine insurance, in the settlement of insured claims and in providing risk prevention advice.

11. Corporate Planning. Advise and assist Dominion Companies in the study and planning of operations, budgets, economic forecasts, capital expenditures and special projects.

12. Supply Chain. Advise and assist Dominion Companies in the procurement of real and personal property, materials, supplies and services, conduct purchase negotiations, prepare procurement agreements and administer programs of material control.

13. Rates and Regulatory. Advise and assist Dominion Companies in the analysis of their rate structure in the formulation of rate policies, and in the negotiation of large contracts. Advise and assist Dominion Companies in proceedings before regulatory bodies involving the rates and operations of Dominion Companies and of other competitors where such rates and operations directly or indirectly affect Dominion Companies.

14. Tax. Advise and assist Dominion Companies in the preparation of federal, state and other tax returns, generally advise Dominion Companies as to any problems involving taxes, and provide due diligence in connection with acquisitions.

15. Corporate Secretary. Provide all necessary functions required of a publicly traded company. Coordinate information and activities among owners, the transfer agent, and Board of Directors. Provide direct services to security holders. Prepare and file required annual and interim reports to owners and the U.S. Securities and Exchange Commission. Conduct director meetings and ensure proper maintenance of corporate records.

16. Investor Relations. Provide fair and accurate analysis of Dominion Companies and an outlook within the financial community. Enhance Dominion Companies' position in the energy industry. Balance and diversify owner investment in Dominion Companies through a wide range of activities. Provide feedback to Dominion Companies regarding investor concerns, trading and ownerships. Hold periodic analysts meetings, and provide various operating data as requested or required by investors.

17. Environmental Compliance. Provide consulting, cleanup, environmental permitting, environmental compliance support, biological and chemical services, environmental reporting, and environmental compliance plan preparation as required by Dominion Companies to ensure full compliance with applicable environmental statutes and regulations. Track state and federal environmental regulations. Provide summaries and guidance for Company personnel to ensure ongoing compliance.

18. Customer Services. Provide services and systems dedicated to customer service, billing, remittance, credit, collections, customer relations, call centers, energy conservation support and metering.

19. Energy Marketing. Provide services and systems dedicated to energy marketing and trading of energy commodities, specifically the provision of all services related to emissions products, renewable energy products, environmental commodities (commodities derived from environmental attributes associated with qualifying types of generation that are

required for compliance with applicable federal, state and local laws, as well as any voluntary additional reductions that the Company has elected to complete). Provide market, credit and operational risk management services and development of marketing and sales programs in physical and financial markets.

20. Treasury/Finance. Provide services related to managing all administrative activities associated with financing and the management of capital structure; cash, credit and risk management activities; investment and commercial banking relationships; oversight of decommissioning trust funds and general financing activities.

21. External Affairs. Provide services in support of corporate strategies for managing relationships with federal, state and local governments, agencies and legislative bodies. Formulate and assist with public relations, advertising, and external/internal communications programs and with the administration of corporate contribution and community affairs programs.

22. Office Space and Equipment. Provide use of land, buildings, furnishings, and equipment, and all costs related to these assets – *i.e.*, property taxes, utilities, and maintenance.

EXHIBIT II

SERVICES THE COMPANY AGREES TO RECEIVE FROM DES

SERVICE	YES	NO
1. Accounting	X	
2. Auditing	X	
3. Legal	X	
4. Information Technology, Electronic Transmission and Computer Services	X	
5. Software/Hardware Pooling	X	
6. Human Resources	X	
7. Operations	X	
8. Executive and Administrative	X	
9. Business Services	X	
10. Risk Management	X	
11. Corporate Planning	X	
12. Supply Chain	X	
13. Rates and Regulatory	X	
14. Tax	X	
15. Corporate Secretary	X	
16. Investor Relations	X	
17. Environmental Compliance	X	
18. Customer Services	X	
19. Energy Marketing	X	
20. Treasury/Finance	X	
21. External Affairs	X	
22. Office Space and Equipment	X	

EXHIBIT III

METHODS OF ALLOCATION FOR DES

DES shall allocate costs among companies receiving service from it under this and similar service contracts using the following methods:

- I. The costs of rendering service by DES will include all costs of doing business including interest on debt but excluding a return for the use of equity capital for which no charge will be made to Dominion Companies.
 - II. A. DES will maintain a separate record of the expenses of each department. The expenses of each department will include:
 1. those expenses that are directly attributable to such department, and
 2. an appropriate portion of those office and housekeeping expenses that are not directly attributable to a department but which are necessary to the operation of such department.
 - B. Expenses of the department will include salaries and wages of employees, rent and utilities, materials and supplies, depreciation, and all other expenses attributable to the department. The expenses of a department will not include:
 1. those incremental out-of-pocket expenses that are incurred for the direct benefit and convenience of an individual Dominion Company or group of Dominion Companies,
 2. DES overhead expenses that are attributable to maintaining the corporate existence of DES, and all other incidental overhead expenses including those auditing fees, internal auditing department expenses and accounting department expenses attributable to DES.
 - C. DES will establish annual budgets for controlling the expenses of each department and for determining estimated costs to be included in interim monthly billing.
- III. A. Employees in each department will be divided into two groups:
 1. Group A will include those employees rendering service to Dominion Companies, and

2. Group B will include those office and general service employees, such as secretaries, file clerks and administrative assistants, who generally assist employees in Group A or render other housekeeping services and who are not engaged directly in rendering service to each Dominion Company or a group of Dominion Companies.
 - B. Expenses set forth in Section II. above will be separated to show:
 1. salaries and wages of Group A employees, and
 2. all other expenses of the department.
 - C. There will be attributed to each dollar of a Group A employee's salary or wage, that percentage of all other expenses of such employee's department (as defined in B above), that such employee's salary or wage is to the total Group A salaries and wages of that department.
 - D. Group A employees in each department will maintain a record of the time they are employed in rendering service to each Dominion Company or group of Dominion Companies. An hourly rate will be determined by dividing the total expense attributable to a Group A employee as determined under subsection C above by the productive hours reported by such employee.
- IV. The charge to the Dominion Company for a particular service will be determined by multiplying the hours reported by Group A employees in rendering such service to each Dominion Company by the hourly rates applicable to such employees. When such employees render service to a group of Dominion Companies, the charge to each Dominion Company will be determined by multiplying the hours attributable to the Dominion Company under the allocation formulas set forth in Section IX of this Exhibit by the hourly rates applicable to such employees.
- V. To the extent appropriate and practical, the foregoing computations of hourly rates and charges may be determined for groups of employees within reasonable salary range limits.
- VI. Those expenses of DES that are not included in the annual expense of a department under Section II above will be charged to Dominion Companies receiving service as follows:
- A. Incremental out-of-pocket costs incurred for the direct benefit and convenience of a Dominion Company or group of Dominion Companies will be charged directly to such Dominion Company or group of

Dominion Companies. Such costs incurred for a group of Dominion Companies will be allocated on the basis of an appropriate formula.

- B. DES overhead expenses referred to in Section II above will be charged to the Dominion Company either on the proportion of direct charges to that Dominion Company or under the allocation formulas set forth in Section IX of this Exhibit.

- VII. Notwithstanding the foregoing basis of determining cost allocations for billing purposes, cost allocations for certain services involving machine operations, production or service units, or facilities cost will be determined on an appropriate basis established by DES.

- VIII. Monthly bills will be issued for the services rendered to the Dominion Company on an actual basis. However, if such actual information is not available at the time of preparation of the monthly bill, estimates may be used. Estimates will normally be predicated on service department budgets and estimated productive hours of employees for the year. At the end of each quarter, estimated figures will be revised and adjustments will be made in amounts billed to give effect to such revision.

- IX. When Group A employees render services to a group of Dominion Companies, the following formulas shall be used to allocate the time of such employees to the individual Dominion Companies receiving such service (Each Dominion Company metric/Total Dominion Companies' metrics):
 - A. The Service Department or Function formulas to be used when employees render services to all Dominion Companies participating in such service, for the services indicated are set forth below.

<u>Service Department or Function</u>	<u>Basis of Allocation</u>
<i>Accounting:</i>	
Payroll Processing	Number of Dominion Company employees on the previous December 31 st .
Accounts Payable Processing	Number of Dominion Company accounts payable documents processed during the preceding year ended December 31 st . [Accounts Payable Invoices] Dollar value of Dominion Company purchases on company credit cards for the preceding year ended December 31 st . [Accounts Payable P-Card]
Fixed Assets Accounting	Dominion Company fixed assets added, retired or transferred during the preceding year ended December 31 st .

<u>Service Department or Function</u>	<u>Basis of Allocation</u>
<i>Information Technology, Electronic Transmission and Computer Services and Software/Hardware Pooling:</i> LDC/EDC Computer Applications	Number of Dominion Company customers at the end of the preceding year ended December 31 st .
Other Computer Applications, including Software/Hardware Pooling	Number of Dominion Company users or usage of specific computer systems at the end of the preceding year ended December 31 st .
Telecommunications Applications	Number of Dominion Company telecommunications units at the end of the preceding year ended December 31 st .
<i>Human Resources:</i> Human Resources	The number of Dominion Company employees as of the preceding December 31 st .
<i>Business Services:</i>	
Facility Services	Square footage of Dominion Company office space as of the preceding year ended December 31 st .
Fleet Administration	Number of Dominion Company vehicles as of the preceding December 31 st .
Security	The number of Dominion Company employees as of the preceding December 31 st .
Gas Supply	Throughput of gas volumes purchased for each Dominion Company for the preceding year ended December 31 st .
<i>Risk Management:</i> Risk Management	Dominion Company insurance premiums for the preceding year ended December 31 st .
<i>Corporate Planning:</i> Corporate Planning	Total Dominion Company capitalization (Debt and Equity) recorded at preceding December 31 st .
<i>Supply Chain:</i> Purchasing	Dollar value of Dominion Company purchases for the preceding year ended December 31 st .
<i>Tax:</i> Tax Accounting and Compliance	The sum of the total income and total deductions as reported for Dominion Consolidated Federal Income Tax purposes on the last return filed.

**Service Department
 or Function**

Basis of Allocation

Customer Services:

Customer Payment (Remittance)
 Processing

Number of Dominion Company customer
 payments processed during the preceding year
 ended December 31st.

Treasury/ Finance:

Treasury and Cash Management

Total Dominion Company capitalization (Debt and
 Equity) recorded at preceding December 31st.

Office Space and Equipment:

Corporate Office and Electricity

Headcount at corporate offices as of the previous
 December 31st.

B. For services not mentioned above, the method of allocation is set forth below:

Company Group

Basis of Allocation

Accounting
 Audit
 Business Planning
 Corporate Secretary
 Energy Marketing
 Environment
 Executive
 External Affairs
 General Services
 Legal
 Operations
 Travel Services

Total operating expenses, excluding purchased gas
 expense, purchased power expense (including fuel
 expense), other purchased products and royalties,
 depreciation, depletion, and amortization, and
 taxes other than income for the preceding year
 ended December 31st for the affected Dominion
 Companies.

Aviation

A combination of items immediately noted above
 and flight days for the previous two years.

C. If the use of a basis of allocation would result in an inequity because of a
 change in operations or organization, then DES may adjust the basis to effect
 an equitable distribution.

May 1, 2017

Dominion Energy Overthrust Pipeline, LLC
333 South State Street
Salt Lake City, Utah 84111

Ladies and Gentlemen:

This Agreement is entered into by and between Questar Gas Company ("Providing Company"), a Utah corporation, and Dominion Energy Overthrust Pipeline, LLC ("Receiving Company"), a Utah limited liability company. Receiving Company has requested that Providing Company provide it with certain services which it may from time to time require in the conduct of its business. Providing Company has agreed to provide such services to Receiving Company upon the terms and conditions hereinafter provided.

Accordingly, in consideration of the mutual promises herein contained, Providing Company and Receiving Company agree as follows:

1. Upon oral or written request by Receiving Company, Providing Company will provide advice and assistance to the Service Recipient in the provision of services elected on Exhibit A attached hereto. Descriptions of the services listed on this Exhibit A are provided on Exhibit B attached hereto. In so doing, Providing Company may arrange for and provide the services of its own qualified personnel, or it may, after consultation with Receiving Company, arrange for and provide the services of such qualified, non-affiliated personnel as Providing Company, in its own opinion, deems necessary or appropriate.

2. All services rendered under and in accordance with this Agreement shall be provided at cost.

The cost of rendering such services shall include: (1) a portion of the salaries and wages of employees of Providing Company determined according to the time devoted by such employees to the performance of services hereunder for Receiving Company; (2) the costs of such employees' benefits, payroll taxes, and compensated absences attributable to salaries and wages directly billed, as determined in accordance with Providing Company policies and procedures in place from time to time; (3) all other out-of-pocket operating costs, including expenses for transportation, tolls, and other expenses incurred by Providing Company or its employees in connection with the performance of services under this Agreement; (4) the actual costs of materials and supplies furnished by Providing Company in connection with the performance of services under this Agreement; and (5) administrative and general costs attributable to services performed under this Agreement (including reasonable amounts for general office maintenance and depreciation, amortization, return, and related taxes on Providing Company's general plant investment) determined in accordance with Providing Company's policies and procedures.

3. Providing Company shall render monthly statements to Receiving Company for services supplied or to be supplied in the manner set forth above. Such statements shall include

Dominion Energy Overthrust Pipeline, LLC

May 1, 2017

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the costs of all services supplied hereunder during the preceding month and may include estimated amounts attributable to services which Providing Company anticipates it will supply during the next succeeding calendar month. All statements so rendered will be due and payable ten (10) days after receipt thereof. Effective January 1, 2018, to the extent that Service Recipient owes intercompany payments or balances to Service Provider, and vice-versa, such payments or balances may be netted against one another, such that the net amount owed between the parties will be paid on a monthly basis from the one to the other, as applicable, subject to the terms of this Agreement.

4. This Agreement shall become effective as of May 1, 2017 and shall continue in force and effect until terminated by either party upon thirty days' written notice of termination.

5. Either party may, without relieving itself of its obligations under this Agreement, assign any of its rights hereunder to a person with which it is affiliated, but otherwise no assignment of this Agreement or any of the rights or obligations hereunder shall be made unless there first shall have been obtained the consent thereto in writing of the other party.

If you approve of this proposal, please indicate your acceptance by executing both copies hereof in the space provided and return one fully executed copy to Providing Company.

Respectfully submitted,

QUESTAR GAS COMPANY

By: 

Title: SVP - Financial Management



Accepted and Agreed to:

DOMINION ENERGY OVERTHRUST
PIPELINE, LLC

By: 

Title: James R. Chapman
Senior Vice President
Mergers & Acquisitions and Treasurer

Dominion Energy Overthrust Pipeline, LLC
May 1, 2017
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EXHIBIT A

**Services Provided from Questar Gas Company
to Dominion Energy Overthrust Pipeline, LLC**

SERVICE	YES
1. Accounting	X
2. Legal and Regulatory	X
3. Information Technology, Electronic Transmission and Computer Services	X
4. Software/Hardware Pooling	X
5. Operations	X
6. Business Services	X
7. Risk Management	X
8. Corporate Planning	X
9. Supply Chain	X
10. Rates	X
11. Research	X
12. Tax	X
13. Corporate Secretary	X
14. Environmental Compliance	X
15. Customer Services	X
16. Energy Marketing	X
17. Treasury/Finance	X
18. Office Space and Equipment	X

EXHIBIT B

**Descriptions of Services Provided from Questar Gas Company
to Dominion Energy Overthrust Pipeline, LLC**

1. Accounting. Provide advice and assistance to Receiving Company in accounting matters (development of accounting practices, procedures and controls, the maintenance of the general ledger and related subsidiary systems, the preparation and analysis of financial reports, and the processing of certain accounts such as accounts payable, accounts receivable, and payroll).
2. Legal and Regulatory. Provide advice and assistance with respect to legal and regulatory issues as well as regulatory compliance and matters under federal and state laws.
3. Information Technology, Electronic Transmission and Computer Services. Provide the organization and resources for the operation of an information technology function (development, implementation and operation of a centralized data processing facility and the management of a telecommunications network, and the central processing of computerized applications and support of individual applications in Receiving Company). Develop, implement, and process those computerized applications for Receiving Company that can be economically best accomplished on a centralized basis. Develop, implement, and process information technology risk management services and services for the secure protection and transmission of critical and sensitive data.
4. Software/Hardware Pooling. Accept ownership of and rights to use, assign, license or sub-license all software owned, acquired or developed by or for Providing Company which Providing Company can and does transfer or assign to Receiving Company and computer system hardware used with software and enhancements to which Providing Company has legal right. Preserve and protect the rights to all such software to the extent reasonable and appropriate under the circumstances; license Receiving Company, on a non-exclusive, no-charge or at-cost basis, to use all software which Providing Company has the right to sell, license or sub-license; and, at the Receiving Company's expense, permit Receiving Company to enhance any such software and license others to use all such software and enhancements to the extent that Providing Company shall have the legal right to so permit.
5. Operations. Advise and assist Receiving Company in the following matters relating to operational capacity: (i) the preparation and coordination of studying, consulting, planning, designing, inspecting and engineering and construction of facilities of Receiving Company, (ii) the planning, engineering (including maps and records) and construction operations of Receiving Company, (iii) the performance of operations support services, plant and facilities operation, generation outage support, and maintenance and management services, and (iv) the planning, formulation and implementation of load retention, load shaping and conservation and efficiency programs, and integrated resource planning for

Dominion Energy Overthrust Pipeline, LLC

May 1, 2017

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supply-side plans and demand-side management programs. Develop long-range operational programs for Receiving Company and advise and assist Receiving Company in the coordination of such programs with the programs of the other Dominion subsidiaries, subject to federal and state codes and standards of conduct, as applicable. Manage Receiving Company's purchase, movement, transfer, and accounting of fuel and gas volumes.

6. Business Services. Perform: (i) general business support services (printing, mailing, records management and maintenance, and administrative and office services across the enterprise), (ii) office facilities operation (building maintenance and property management, lease/sublease management, and property sales services across the enterprise), (iii) security (physical security support, background investigations, and investigative services across the enterprise), and (iv) fleet services (fleet systems support, management of the acquisition/disposal function, maintenance functions, and fleet management across the entire enterprise).

7. Risk Management. Advise and assist Receiving Company in securing requisite insurance, in the purchase and administration of all property, casualty and marine insurance, in the settlement of insured claims and in providing risk prevention advice.

8. Corporate Planning. Advise and assist Receiving Company in the study and planning of operations, budgets, economic forecasts, capital expenditures and special projects.

9. Supply Chain. Advise and assist Receiving Company in the procurement of real and personal property, materials, supplies and services, conduct purchase negotiations, prepare procurement agreements and administer programs of material control.

10. Rates. Advise and assist Receiving Company in the analysis of their rate structure in the formulation of rate policies, and in the negotiation of large contracts. Advise and assist Receiving Company in proceedings before regulatory bodies involving the rates and operations of Receiving Company and of other competitors where such rates and operations directly or indirectly affect Receiving Company.

11. Research. Investigate and conduct research into problems relating to production, utilization, testing, manufacture, transmission, storage and distribution of energy. Keep abreast of and evaluate for Receiving Company all research developments and programs of significance affecting Receiving Company and the energy industry, conduct research and development in promising areas and advise and assist in the solution of technical problems arising out of Receiving Company's operations.

12. Tax. Advise and assist Receiving Company in the preparation of federal, state and other tax returns, generally advise Receiving Company as to any problems involving taxes, and provide due diligence in connection with acquisitions.

Dominion Energy Overthrust Pipeline, LLC

May 1, 2017

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13. Corporate Secretary. Provide all necessary functions required of a publicly traded company. Coordinate information and activities among owners, the transfer agent, and Board of Directors. Provide direct services to security holders. Prepare and file required annual and interim reports to owners and the U.S. Securities and Exchange Commission. Conduct director meetings and ensure proper maintenance of corporate records.

14. Environmental Compliance. Provide consulting, cleanup, environmental permitting, environmental compliance support, biological and chemical services, environmental reporting, and environmental compliance plan preparation as required by Receiving Company to ensure full compliance with applicable environmental statutes and regulations. Track state and federal environmental regulations. Provide summaries and guidance for Receiving Company personnel to ensure ongoing compliance.

15. Customer Services. Provide services and systems dedicated to customer service, billing, remittance, credit, collections, customer relations, call centers, energy conservation support and metering.

16. Energy Marketing. Provide services and systems dedicated to energy marketing and trading of energy commodities, specifically the provision of all services related to emissions products, renewable energy products, environmental commodities (commodities derived from environmental attributes associated with qualifying types of generation that are required for compliance with applicable federal, state and local laws, as well as any voluntary additional reductions that the Receiving Company has elected to complete). Provide market, credit and operational risk management services and development of marketing and sales programs in physical and financial markets.

17. Treasury/Finance. Provide services related to managing all administrative activities associated with financing and the management of capital structure; cash, credit and risk management activities; investment and commercial banking relationships; oversight of decommissioning trust funds and general financing activities.

18. Office Space and Equipment. Provide use of land, buildings, furnishings, and equipment, and all costs related to these assets – *i.e.*, property taxes, utilities, and maintenance.

May 1, 2017

Dominion Energy Questar Corporation
333 South State Street
Salt Lake City, Utah 84145

Ladies and Gentlemen:

This Agreement is entered into by and between Questar Gas Company (“Providing Company”), a Utah corporation, and Dominion Energy Questar Corporation (“Receiving Company”), a Utah corporation. Receiving Company has requested that Providing Company provide it with certain services which it may from time to time require in the conduct of its business. Providing Company has agreed to provide such services to Receiving Company upon the terms and conditions hereinafter provided.

Accordingly, in consideration of the mutual promises herein contained, Providing Company and Receiving Company agree as follows:

1. Upon oral or written request by Receiving Company, Providing Company will provide advice and assistance to the Service Recipient in the provision of services elected on Exhibit A attached hereto. Descriptions of the services listed on this Exhibit A are provided on Exhibit B attached hereto. In so doing, Providing Company may arrange for and provide the services of its own qualified personnel, or it may, after consultation with Receiving Company, arrange for and provide the services of such qualified, non-affiliated personnel as Providing Company, in its own opinion, deems necessary or appropriate.
2. All services rendered under and in accordance with this Agreement shall be provided at cost.

The cost of rendering such services shall include: (1) a portion of the salaries and wages of employees of Providing Company determined according to the time devoted by such employees to the performance of services hereunder for Receiving Company; (2) the costs of such employees’ benefits, payroll taxes, and compensated absences attributable to salaries and wages directly billed, as determined in accordance with Providing Company policies and procedures in place from time to time; (3) all other out-of-pocket operating costs, including expenses for transportation, tolls, and other expenses incurred by Providing Company or its employees in connection with the performance of services under this Agreement; (4) the actual costs of materials and supplies furnished by Providing Company in connection with the performance of services under this Agreement; and (5) administrative and general costs attributable to services performed under this Agreement (including reasonable amounts for general office maintenance and depreciation, amortization, return, and related taxes on Providing Company’s general plant investment) determined in accordance with Providing Company’s policies and procedures.

3. Providing Company shall render monthly statements to Receiving Company for services supplied or to be supplied in the manner set forth above. Such statements shall include

Dominion Energy Questar Corporation
May 1, 2017
Page 2

the costs of all services supplied hereunder during the preceding month and may include estimated amounts attributable to services which Providing Company anticipates it will supply during the next succeeding calendar month. All statements so rendered will be due and payable ten (10) days after receipt thereof. Effective January 1, 2018, to the extent that Service Recipient owes intercompany payments or balances to Service Provider, and vice-versa, such payments or balances may be netted against one another, such that the net amount owed between the parties will be paid on a monthly basis from the one to the other, as applicable, subject to the terms of this Agreement.

4. This Agreement shall become effective as of May 1, 2017 and shall continue in force and effect until terminated by either party upon thirty days' written notice of termination.

5. Either party may, without relieving itself of its obligations under this Agreement, assign any of its rights hereunder to a person with which it is affiliated, but otherwise no assignment of this Agreement or any of the rights or obligations hereunder shall be made unless there first shall have been obtained the consent thereto in writing of the other party.

If you approve of this proposal, please indicate your acceptance by executing both copies hereof in the space provided and return one fully executed copy to Providing Company.

Respectfully submitted,

QUESTAR GAS COMPANY

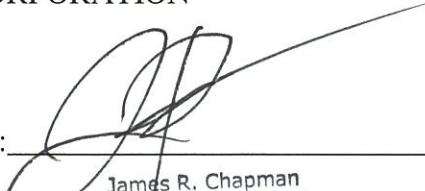
By: 

Title: SVP - Financial Management



Accepted and Agreed to:

DOMINION ENERGY QUESTAR
CORPORATION

By: 

Title: James R. Chapman
Senior Vice President
Mergers & Acquisitions and Treasurer

Dominion Energy Questar Corporation
May 1, 2017
Page 3

EXHIBIT A

**Services Provided from Questar Gas Company
to Dominion Energy Questar Corporation**

SERVICE	YES
1. Accounting	X
2. Legal and Regulatory	X
3. Information Technology, Electronic Transmission and Computer Services	X
4. Software/Hardware Pooling	X
5. Operations	X
6. Business Services	X
7. Risk Management	X
8. Corporate Planning	X
9. Supply Chain	X
10. Rates	X
11. Research	X
12. Tax	X
13. Corporate Secretary	X
14. Environmental Compliance	X
15. Customer Services	X
16. Energy Marketing	X
17. Treasury/Finance	X
18. Office Space and Equipment	X

EXHIBIT B

**Descriptions of Services Provided from Questar Gas Company
to Dominion Energy Questar Corporation**

1. Accounting. Provide advice and assistance to Receiving Company in accounting matters (development of accounting practices, procedures and controls, the maintenance of the general ledger and related subsidiary systems, the preparation and analysis of financial reports, and the processing of certain accounts such as accounts payable, accounts receivable, and payroll).

2. Legal and Regulatory. Provide advice and assistance with respect to legal and regulatory issues as well as regulatory compliance and matters under federal and state laws.

3. Information Technology, Electronic Transmission and Computer Services. Provide the organization and resources for the operation of an information technology function (development, implementation and operation of a centralized data processing facility and the management of a telecommunications network, and the central processing of computerized applications and support of individual applications in Receiving Company). Develop, implement, and process those computerized applications for Receiving Company that can be economically best accomplished on a centralized basis. Develop, implement, and process information technology risk management services and services for the secure protection and transmission of critical and sensitive data.

4. Software/Hardware Pooling. Accept ownership of and rights to use, assign, license or sub-license all software owned, acquired or developed by or for Providing Company which Providing Company can and does transfer or assign to Receiving Company and computer system hardware used with software and enhancements to which Providing Company has legal right. Preserve and protect the rights to all such software to the extent reasonable and appropriate under the circumstances; license Receiving Company, on a non-exclusive, no-charge or at-cost basis, to use all software which Providing Company has the right to sell, license or sub-license; and, at the Receiving Company's expense, permit Receiving Company to enhance any such software and license others to use all such software and enhancements to the extent that Providing Company shall have the legal right to so permit.

5. Operations. Advise and assist Receiving Company in the following matters relating to operational capacity: (i) the preparation and coordination of studying, consulting, planning, designing, inspecting and engineering and construction of facilities of Receiving Company, (ii) the planning, engineering (including maps and records) and construction operations of Receiving Company, (iii) the performance of operations support services, plant and facilities operation, generation outage support, and maintenance and management services, and (iv) the planning, formulation and implementation of load retention, load shaping and conservation and efficiency programs, and integrated resource planning for

Dominion Energy Questar Corporation
May 1, 2017
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supply-side plans and demand-side management programs. Develop long-range operational programs for Receiving Company and advise and assist Receiving Company in the coordination of such programs with the programs of the other Dominion subsidiaries, subject to federal and state codes and standards of conduct, as applicable. Manage Receiving Company's purchase, movement, transfer, and accounting of fuel and gas volumes.

6. Business Services. Perform: (i) general business support services (printing, mailing, records management and maintenance, and administrative and office services across the enterprise), (ii) office facilities operation (building maintenance and property management, lease/sublease management, and property sales services across the enterprise), (iii) security (physical security support, background investigations, and investigative services across the enterprise), and (iv) fleet services (fleet systems support, management of the acquisition/disposal function, maintenance functions, and fleet management across the entire enterprise).

7. Risk Management. Advise and assist Receiving Company in securing requisite insurance, in the purchase and administration of all property, casualty and marine insurance, in the settlement of insured claims and in providing risk prevention advice.

8. Corporate Planning. Advise and assist Receiving Company in the study and planning of operations, budgets, economic forecasts, capital expenditures and special projects.

9. Supply Chain. Advise and assist Receiving Company in the procurement of real and personal property, materials, supplies and services, conduct purchase negotiations, prepare procurement agreements and administer programs of material control.

10. Rates. Advise and assist Receiving Company in the analysis of their rate structure in the formulation of rate policies, and in the negotiation of large contracts. Advise and assist Receiving Company in proceedings before regulatory bodies involving the rates and operations of Receiving Company and of other competitors where such rates and operations directly or indirectly affect Receiving Company.

11. Research. Investigate and conduct research into problems relating to production, utilization, testing, manufacture, transmission, storage and distribution of energy. Keep abreast of and evaluate for Receiving Company all research developments and programs of significance affecting Receiving Company and the energy industry, conduct research and development in promising areas and advise and assist in the solution of technical problems arising out of Receiving Company's operations.

12. Tax. Advise and assist Receiving Company in the preparation of federal, state and other tax returns, generally advise Receiving Company as to any problems involving taxes, and provide due diligence in connection with acquisitions.

Dominion Energy Questar Corporation
May 1, 2017
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13. Corporate Secretary. Provide all necessary functions required of a publicly traded company. Coordinate information and activities among owners, the transfer agent, and Board of Directors. Provide direct services to security holders. Prepare and file required annual and interim reports to owners and the U.S. Securities and Exchange Commission. Conduct director meetings and ensure proper maintenance of corporate records.

14. Environmental Compliance. Provide consulting, cleanup, environmental permitting, environmental compliance support, biological and chemical services, environmental reporting, and environmental compliance plan preparation as required by Receiving Company to ensure full compliance with applicable environmental statutes and regulations. Track state and federal environmental regulations. Provide summaries and guidance for Receiving Company personnel to ensure ongoing compliance.

15. Customer Services. Provide services and systems dedicated to customer service, billing, remittance, credit, collections, customer relations, call centers, energy conservation support and metering.

16. Energy Marketing. Provide services and systems dedicated to energy marketing and trading of energy commodities, specifically the provision of all services related to emissions products, renewable energy products, environmental commodities (commodities derived from environmental attributes associated with qualifying types of generation that are required for compliance with applicable federal, state and local laws, as well as any voluntary additional reductions that the Receiving Company has elected to complete). Provide market, credit and operational risk management services and development of marketing and sales programs in physical and financial markets.

17. Treasury/Finance. Provide services related to managing all administrative activities associated with financing and the management of capital structure; cash, credit and risk management activities; investment and commercial banking relationships; oversight of decommissioning trust funds and general financing activities.

18. Office Space and Equipment. Provide use of land, buildings, furnishings, and equipment, and all costs related to these assets – *i.e.*, property taxes, utilities, and maintenance.

May 1, 2017

Dominion Energy Questar Pipeline Services, Inc.
333 South State Street
Salt Lake City, Utah 84111

Ladies and Gentlemen:

This Agreement is entered into by and between Questar Gas Company (“Providing Company”), a Utah corporation, and Dominion Energy Questar Pipeline Services, Inc. (“Receiving Company”), a Utah corporation. Receiving Company has requested that Providing Company provide it with certain services which it may from time to time require in the conduct of its business. Providing Company has agreed to provide such services to Receiving Company upon the terms and conditions hereinafter provided.

Accordingly, in consideration of the mutual promises herein contained, Providing Company and Receiving Company agree as follows:

1. Upon oral or written request by Receiving Company, Providing Company will provide advice and assistance to the Service Recipient in the provision of services elected on Exhibit A attached hereto. Descriptions of the services listed on this Exhibit A are provided on Exhibit B attached hereto. In so doing, Providing Company may arrange for and provide the services of its own qualified personnel, or it may, after consultation with Receiving Company, arrange for and provide the services of such qualified, non-affiliated personnel as Providing Company, in its own opinion, deems necessary or appropriate.

2. All services rendered under and in accordance with this Agreement shall be provided at cost.

The cost of rendering such services shall include: (1) a portion of the salaries and wages of employees of Providing Company determined according to the time devoted by such employees to the performance of services hereunder for Receiving Company; (2) the costs of such employees’ benefits, payroll taxes, and compensated absences attributable to salaries and wages directly billed, as determined in accordance with Providing Company policies and procedures in place from time to time; (3) all other out-of-pocket operating costs, including expenses for transportation, tolls, and other expenses incurred by Providing Company or its employees in connection with the performance of services under this Agreement; (4) the actual costs of materials and supplies furnished by Providing Company in connection with the performance of services under this Agreement; and (5) administrative and general costs attributable to services performed under this Agreement (including reasonable amounts for general office maintenance and depreciation, amortization, return, and related taxes on Providing Company’s general plant investment) determined in accordance with Providing Company’s policies and procedures.

3. Providing Company shall render monthly statements to Receiving Company for services supplied or to be supplied in the manner set forth above. Such statements shall include

Dominion Energy Questar Pipeline Services, Inc.
May 1, 2017
Page 2

the costs of all services supplied hereunder during the preceding month and may include estimated amounts attributable to services which Providing Company anticipates it will supply during the next succeeding calendar month. All statements so rendered will be due and payable ten (10) days after receipt thereof. Effective January 1, 2018, to the extent that Service Recipient owes intercompany payments or balances to Service Provider, and vice-versa, such payments or balances may be netted against one another, such that the net amount owed between the parties will be paid on a monthly basis from the one to the other, as applicable, subject to the terms of this Agreement.

4. This Agreement shall become effective as of May 1, 2017 and shall continue in force and effect until terminated by either party upon thirty days' written notice of termination.

5. Either party may, without relieving itself of its obligations under this Agreement, assign any of its rights hereunder to a person with which it is affiliated, but otherwise no assignment of this Agreement or any of the rights or obligations hereunder shall be made unless there first shall have been obtained the consent thereto in writing of the other party.

If you approve of this proposal, please indicate your acceptance by executing both copies hereof in the space provided and return one fully executed copy to Providing Company.

Respectfully submitted,

QUESTAR GAS COMPANY

By: 

Title: SVP-Financial Management

WJS

Accepted and Agreed to:

DOMINION ENERGY QUESTAR
PIPELINE SERVICES, INC.

By: 

Title: James R. Chapman
Senior Vice President
Mergers & Acquisitions and Treasurer

Dominion Energy Questar Pipeline Services, Inc.
May 1, 2017
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EXHIBIT A

**Services Provided from Questar Gas Company
to Dominion Energy Questar Pipeline Services, Inc.**

SERVICE	YES
1. Accounting	X
2. Legal and Regulatory	X
3. Information Technology, Electronic Transmission and Computer Services	X
4. Software/Hardware Pooling	X
5. Operations	X
6. Business Services	X
7. Risk Management	X
8. Corporate Planning	X
9. Supply Chain	X
10. Rates	X
11. Research	X
12. Tax	X
13. Corporate Secretary	X
14. Environmental Compliance	X
15. Customer Services	X
16. Energy Marketing	X
17. Treasury/Finance	X
18. Office Space and Equipment	X

EXHIBIT B

**Descriptions of Services Provided from Questar Gas Company
to Dominion Energy Questar Pipeline Services, Inc.**

1. Accounting. Provide advice and assistance to Receiving Company in accounting matters (development of accounting practices, procedures and controls, the maintenance of the general ledger and related subsidiary systems, the preparation and analysis of financial reports, and the processing of certain accounts such as accounts payable, accounts receivable, and payroll).
2. Legal and Regulatory. Provide advice and assistance with respect to legal and regulatory issues as well as regulatory compliance and matters under federal and state laws.
3. Information Technology, Electronic Transmission and Computer Services. Provide the organization and resources for the operation of an information technology function (development, implementation and operation of a centralized data processing facility and the management of a telecommunications network, and the central processing of computerized applications and support of individual applications in Receiving Company). Develop, implement, and process those computerized applications for Receiving Company that can be economically best accomplished on a centralized basis. Develop, implement, and process information technology risk management services and services for the secure protection and transmission of critical and sensitive data.
4. Software/Hardware Pooling. Accept ownership of and rights to use, assign, license or sub-license all software owned, acquired or developed by or for Providing Company which Providing Company can and does transfer or assign to Receiving Company and computer system hardware used with software and enhancements to which Providing Company has legal right. Preserve and protect the rights to all such software to the extent reasonable and appropriate under the circumstances; license Receiving Company, on a non-exclusive, no-charge or at-cost basis, to use all software which Providing Company has the right to sell, license or sub-license; and, at the Receiving Company's expense, permit Receiving Company to enhance any such software and license others to use all such software and enhancements to the extent that Providing Company shall have the legal right to so permit.
5. Operations. Advise and assist Receiving Company in the following matters relating to operational capacity: (i) the preparation and coordination of studying, consulting, planning, designing, inspecting and engineering and construction of facilities of Receiving Company, (ii) the planning, engineering (including maps and records) and construction operations of Receiving Company, (iii) the performance of operations support services, plant and facilities operation, generation outage support, and maintenance and management services, and (iv) the planning, formulation and implementation of load retention, load shaping and conservation and efficiency programs, and integrated resource planning for

Dominion Energy Questar Pipeline Services, Inc.
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supply-side plans and demand-side management programs. Develop long-range operational programs for Receiving Company and advise and assist Receiving Company in the coordination of such programs with the programs of the other Dominion subsidiaries, subject to federal and state codes and standards of conduct, as applicable. Manage Receiving Company's purchase, movement, transfer, and accounting of fuel and gas volumes.

6. Business Services. Perform: (i) general business support services (printing, mailing, records management and maintenance, and administrative and office services across the enterprise), (ii) office facilities operation (building maintenance and property management, lease/sublease management, and property sales services across the enterprise), (iii) security (physical security support, background investigations, and investigative services across the enterprise), and (iv) fleet services (fleet systems support, management of the acquisition/disposal function, maintenance functions, and fleet management across the entire enterprise).

7. Risk Management. Advise and assist Receiving Company in securing requisite insurance, in the purchase and administration of all property, casualty and marine insurance, in the settlement of insured claims and in providing risk prevention advice.

8. Corporate Planning. Advise and assist Receiving Company in the study and planning of operations, budgets, economic forecasts, capital expenditures and special projects.

9. Supply Chain. Advise and assist Receiving Company in the procurement of real and personal property, materials, supplies and services, conduct purchase negotiations, prepare procurement agreements and administer programs of material control.

10. Rates. Advise and assist Receiving Company in the analysis of their rate structure in the formulation of rate policies, and in the negotiation of large contracts. Advise and assist Receiving Company in proceedings before regulatory bodies involving the rates and operations of Receiving Company and of other competitors where such rates and operations directly or indirectly affect Receiving Company.

11. Research. Investigate and conduct research into problems relating to production, utilization, testing, manufacture, transmission, storage and distribution of energy. Keep abreast of and evaluate for Receiving Company all research developments and programs of significance affecting Receiving Company and the energy industry, conduct research and development in promising areas and advise and assist in the solution of technical problems arising out of Receiving Company's operations.

12. Tax. Advise and assist Receiving Company in the preparation of federal, state and other tax returns, generally advise Receiving Company as to any problems involving taxes, and provide due diligence in connection with acquisitions.

Dominion Energy Questar Pipeline Services, Inc.
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13. Corporate Secretary. Provide all necessary functions required of a publicly traded company. Coordinate information and activities among owners, the transfer agent, and Board of Directors. Provide direct services to security holders. Prepare and file required annual and interim reports to owners and the U.S. Securities and Exchange Commission. Conduct director meetings and ensure proper maintenance of corporate records.

14. Environmental Compliance. Provide consulting, cleanup, environmental permitting, environmental compliance support, biological and chemical services, environmental reporting, and environmental compliance plan preparation as required by Receiving Company to ensure full compliance with applicable environmental statutes and regulations. Track state and federal environmental regulations. Provide summaries and guidance for Receiving Company personnel to ensure ongoing compliance.

15. Customer Services. Provide services and systems dedicated to customer service, billing, remittance, credit, collections, customer relations, call centers, energy conservation support and metering.

16. Energy Marketing. Provide services and systems dedicated to energy marketing and trading of energy commodities, specifically the provision of all services related to emissions products, renewable energy products, environmental commodities (commodities derived from environmental attributes associated with qualifying types of generation that are required for compliance with applicable federal, state and local laws, as well as any voluntary additional reductions that the Receiving Company has elected to complete). Provide market, credit and operational risk management services and development of marketing and sales programs in physical and financial markets.

17. Treasury/Finance. Provide services related to managing all administrative activities associated with financing and the management of capital structure; cash, credit and risk management activities; investment and commercial banking relationships; oversight of decommissioning trust funds and general financing activities.

18. Office Space and Equipment. Provide use of land, buildings, furnishings, and equipment, and all costs related to these assets – *i.e.*, property taxes, utilities, and maintenance.

May 1, 2017

Dominion Energy Questar Pipeline, LLC
333 South State Street
Salt Lake City, Utah 84111

Ladies and Gentlemen:

This Agreement is entered into by and between Questar Gas Company (“Providing Company”), a Utah corporation, and Dominion Energy Questar Pipeline, LLC (“Receiving Company”), a Utah limited liability company. Receiving Company has requested that Providing Company provide it with certain services which it may from time to time require in the conduct of its business. Providing Company has agreed to provide such services to Receiving Company upon the terms and conditions hereinafter provided.

Accordingly, in consideration of the mutual promises herein contained, Providing Company and Receiving Company agree as follows:

1. Upon oral or written request by Receiving Company, Providing Company will provide advice and assistance to the Service Recipient in the provision of services elected on Exhibit A attached hereto. Descriptions of the services listed on this Exhibit A are provided on Exhibit B attached hereto. In so doing, Providing Company may arrange for and provide the services of its own qualified personnel, or it may, after consultation with Receiving Company, arrange for and provide the services of such qualified, non-affiliated personnel as Providing Company, in its own opinion, deems necessary or appropriate.

2. All services rendered under and in accordance with this Agreement shall be provided at cost.

The cost of rendering such services shall include: (1) a portion of the salaries and wages of employees of Providing Company determined according to the time devoted by such employees to the performance of services hereunder for Receiving Company; (2) the costs of such employees’ benefits, payroll taxes, and compensated absences attributable to salaries and wages directly billed, as determined in accordance with Providing Company policies and procedures in place from time to time; (3) all other out-of-pocket operating costs, including expenses for transportation, tolls, and other expenses incurred by Providing Company or its employees in connection with the performance of services under this Agreement; (4) the actual costs of materials and supplies furnished by Providing Company in connection with the performance of services under this Agreement; and (5) administrative and general costs attributable to services performed under this Agreement (including reasonable amounts for general office maintenance and depreciation, amortization, return, and related taxes on Providing Company’s general plant investment) determined in accordance with Providing Company’s policies and procedures.

3. Providing Company shall render monthly statements to Receiving Company for services supplied or to be supplied in the manner set forth above. Such statements shall include

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the costs of all services supplied hereunder during the preceding month and may include estimated amounts attributable to services which Providing Company anticipates it will supply during the next succeeding calendar month. All statements so rendered will be due and payable ten (10) days after receipt thereof. Effective January 1, 2018, to the extent that Service Recipient owes intercompany payments or balances to Service Provider, and vice-versa, such payments or balances may be netted against one another, such that the net amount owed between the parties will be paid on a monthly basis from the one to the other, as applicable, subject to the terms of this Agreement.

4. This Agreement shall become effective as of May 1, 2017 and shall continue in force and effect until terminated by either party upon thirty days' written notice of termination.

5. Either party may, without relieving itself of its obligations under this Agreement, assign any of its rights hereunder to a person with which it is affiliated, but otherwise no assignment of this Agreement or any of the rights or obligations hereunder shall be made unless there first shall have been obtained the consent thereto in writing of the other party.

If you approve of this proposal, please indicate your acceptance by executing both copies hereof in the space provided and return one fully executed copy to Providing Company.

Respectfully submitted,

QUESTAR GAS COMPANY

By: 

Title: SVP - Financial Management
WFR

Accepted and Agreed to:

DOMINION ENERGY QUESTAR
PIPELINE, LLC

By: 

Title: James R. Chapman
Senior Vice President
Mergers & Acquisitions and Treasurer

Dominion Energy Questar Pipeline, LLC
May 1, 2017
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EXHIBIT A

**Services Provided from Questar Gas Company
to Dominion Energy Questar Pipeline, LLC**

SERVICE	YES
1. Accounting	X
2. Legal and Regulatory	X
3. Information Technology, Electronic Transmission and Computer Services	X
4. Software/Hardware Pooling	X
5. Operations	X
6. Business Services	X
7. Risk Management	X
8. Corporate Planning	X
9. Supply Chain	X
10. Rates	X
11. Research	X
12. Tax	X
13. Corporate Secretary	X
14. Environmental Compliance	X
15. Customer Services	X
16. Energy Marketing	X
17. Treasury/Finance	X
18. Office Space and Equipment	X

EXHIBIT B

**Descriptions of Services Provided from Questar Gas Company
to Dominion Energy Questar Pipeline, LLC**

1. Accounting. Provide advice and assistance to Receiving Company in accounting matters (development of accounting practices, procedures and controls, the maintenance of the general ledger and related subsidiary systems, the preparation and analysis of financial reports, and the processing of certain accounts such as accounts payable, accounts receivable, and payroll).
2. Legal and Regulatory. Provide advice and assistance with respect to legal and regulatory issues as well as regulatory compliance and matters under federal and state laws.
3. Information Technology, Electronic Transmission and Computer Services. Provide the organization and resources for the operation of an information technology function (development, implementation and operation of a centralized data processing facility and the management of a telecommunications network, and the central processing of computerized applications and support of individual applications in Receiving Company). Develop, implement, and process those computerized applications for Receiving Company that can be economically best accomplished on a centralized basis. Develop, implement, and process information technology risk management services and services for the secure protection and transmission of critical and sensitive data.
4. Software/Hardware Pooling. Accept ownership of and rights to use, assign, license or sub-license all software owned, acquired or developed by or for Providing Company which Providing Company can and does transfer or assign to Receiving Company and computer system hardware used with software and enhancements to which Providing Company has legal right. Preserve and protect the rights to all such software to the extent reasonable and appropriate under the circumstances; license Receiving Company, on a non-exclusive, no-charge or at-cost basis, to use all software which Providing Company has the right to sell, license or sub-license; and, at the Receiving Company's expense, permit Receiving Company to enhance any such software and license others to use all such software and enhancements to the extent that Providing Company shall have the legal right to so permit.
5. Operations. Advise and assist Receiving Company in the following matters relating to operational capacity: (i) the preparation and coordination of studying, consulting, planning, designing, inspecting and engineering and construction of facilities of Receiving Company, (ii) the planning, engineering (including maps and records) and construction operations of Receiving Company, (iii) the performance of operations support services, plant and facilities operation, generation outage support, and maintenance and management services, and (iv) the planning, formulation and implementation of load retention, load shaping and conservation and efficiency programs, and integrated resource planning for

Dominion Energy Questar Pipeline, LLC
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supply-side plans and demand-side management programs. Develop long-range operational programs for Receiving Company and advise and assist Receiving Company in the coordination of such programs with the programs of the other Dominion subsidiaries, subject to federal and state codes and standards of conduct, as applicable. Manage Receiving Company's purchase, movement, transfer, and accounting of fuel and gas volumes.

6. Business Services. Perform: (i) general business support services (printing, mailing, records management and maintenance, and administrative and office services across the enterprise), (ii) office facilities operation (building maintenance and property management, lease/sublease management, and property sales services across the enterprise), (iii) security (physical security support, background investigations, and investigative services across the enterprise), and (iv) fleet services (fleet systems support, management of the acquisition/disposal function, maintenance functions, and fleet management across the entire enterprise).

7. Risk Management. Advise and assist Receiving Company in securing requisite insurance, in the purchase and administration of all property, casualty and marine insurance, in the settlement of insured claims and in providing risk prevention advice.

8. Corporate Planning. Advise and assist Receiving Company in the study and planning of operations, budgets, economic forecasts, capital expenditures and special projects.

9. Supply Chain. Advise and assist Receiving Company in the procurement of real and personal property, materials, supplies and services, conduct purchase negotiations, prepare procurement agreements and administer programs of material control.

10. Rates. Advise and assist Receiving Company in the analysis of their rate structure in the formulation of rate policies, and in the negotiation of large contracts. Advise and assist Receiving Company in proceedings before regulatory bodies involving the rates and operations of Receiving Company and of other competitors where such rates and operations directly or indirectly affect Receiving Company.

11. Research. Investigate and conduct research into problems relating to production, utilization, testing, manufacture, transmission, storage and distribution of energy. Keep abreast of and evaluate for Receiving Company all research developments and programs of significance affecting Receiving Company and the energy industry, conduct research and development in promising areas and advise and assist in the solution of technical problems arising out of Receiving Company's operations.

12. Tax. Advise and assist Receiving Company in the preparation of federal, state and other tax returns, generally advise Receiving Company as to any problems involving taxes, and provide due diligence in connection with acquisitions.

Dominion Energy Questar Pipeline, LLC
May 1, 2017
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13. Corporate Secretary. Provide all necessary functions required of a publicly traded company. Coordinate information and activities among owners, the transfer agent, and Board of Directors. Provide direct services to security holders. Prepare and file required annual and interim reports to owners and the U.S. Securities and Exchange Commission. Conduct director meetings and ensure proper maintenance of corporate records.

14. Environmental Compliance. Provide consulting, cleanup, environmental permitting, environmental compliance support, biological and chemical services, environmental reporting, and environmental compliance plan preparation as required by Receiving Company to ensure full compliance with applicable environmental statutes and regulations. Track state and federal environmental regulations. Provide summaries and guidance for Receiving Company personnel to ensure ongoing compliance.

15. Customer Services. Provide services and systems dedicated to customer service, billing, remittance, credit, collections, customer relations, call centers, energy conservation support and metering.

16. Energy Marketing. Provide services and systems dedicated to energy marketing and trading of energy commodities, specifically the provision of all services related to emissions products, renewable energy products, environmental commodities (commodities derived from environmental attributes associated with qualifying types of generation that are required for compliance with applicable federal, state and local laws, as well as any voluntary additional reductions that the Receiving Company has elected to complete). Provide market, credit and operational risk management services and development of marketing and sales programs in physical and financial markets.

17. Treasury/Finance. Provide services related to managing all administrative activities associated with financing and the management of capital structure; cash, credit and risk management activities; investment and commercial banking relationships; oversight of decommissioning trust funds and general financing activities.

18. Office Space and Equipment. Provide use of land, buildings, furnishings, and equipment, and all costs related to these assets – *i.e.*, property taxes, utilities, and maintenance.

May 1, 2017

Dominion Generation, Inc.
120 Tredegar Street
Richmond, Virginia 23229

Ladies and Gentlemen:

This Agreement is entered into by and between Questar Gas Company (“Providing Company”), a Utah corporation, and Dominion Generation, Inc. (“Receiving Company”), a Virginia corporation. Receiving Company has requested that Providing Company provide it with certain services which it may from time to time require in the conduct of its business. Providing Company has agreed to provide such services to Receiving Company upon the terms and conditions hereinafter provided.

Accordingly, in consideration of the mutual promises herein contained, Providing Company and Receiving Company agree as follows:

1. Upon oral or written request by Receiving Company, Providing Company will provide advice and assistance to the Service Recipient in the provision of services elected on Exhibit A attached hereto. Descriptions of the services listed on this Exhibit A are provided on Exhibit B attached hereto. In so doing, Providing Company may arrange for and provide the services of its own qualified personnel, or it may, after consultation with Receiving Company, arrange for and provide the services of such qualified, non-affiliated personnel as Providing Company, in its own opinion, deems necessary or appropriate.

2. All services rendered under and in accordance with this Agreement shall be provided at cost.

The cost of rendering such services shall include: (1) a portion of the salaries and wages of employees of Providing Company determined according to the time devoted by such employees to the performance of services hereunder for Receiving Company; (2) the costs of such employees’ benefits, payroll taxes, and compensated absences attributable to salaries and wages directly billed, as determined in accordance with Providing Company policies and procedures in place from time to time; (3) all other out-of-pocket operating costs, including expenses for transportation, tolls, and other expenses incurred by Providing Company or its employees in connection with the performance of services under this Agreement; (4) the actual costs of materials and supplies furnished by Providing Company in connection with the performance of services under this Agreement; and (5) administrative and general costs attributable to services performed under this Agreement (including reasonable amounts for general office maintenance and depreciation, amortization, return, and related taxes on Providing Company’s general plant investment) determined in accordance with Providing Company’s policies and procedures.

3. Providing Company shall render monthly statements to Receiving Company for services supplied or to be supplied in the manner set forth above. Such statements shall include

Dominion Generation, Inc.
May 1, 2017
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the costs of all services supplied hereunder during the preceding month and may include estimated amounts attributable to services which Providing Company anticipates it will supply during the next succeeding calendar month. All statements so rendered will be due and payable ten (10) days after receipt thereof.

4. This Agreement shall become effective as of May 1, 2017 and shall continue in force and effect until terminated by either party upon thirty days' written notice of termination.

5. Either party may, without relieving itself of its obligations under this Agreement, assign any of its rights hereunder to a person with which it is affiliated, but otherwise no assignment of this Agreement or any of the rights or obligations hereunder shall be made unless there first shall have been obtained the consent thereto in writing of the other party.

If you approve of this proposal, please indicate your acceptance by executing both copies hereof in the space provided and return one fully executed copy to Providing Company.

Respectfully submitted,

QUESTAR GAS COMPANY

By: Frank A. Wood

Title: SVP-Financial Management

WHS

Accepted and Agreed to:

DOMINION GENERATION, INC.

By: [Signature]

Title: James R. Chapman
Senior Vice President
Mergers & Aquisitions and Treasurer

Dominion Generation, Inc.
May 1, 2017
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EXHIBIT A

**Services Provided from Questar Gas Company
to Dominion Generation, Inc.**

SERVICE	YES
1. Accounting	
2. Legal and Regulatory	
3. Information Technology, Electronic Transmission and Computer Services	
4. Software/Hardware Pooling	
5. Operations	
6. Business Services	
7. Risk Management	
8. Corporate Planning	
9. Supply Chain	
10. Rates	
11. Research	
12. Tax	
13. Corporate Secretary	
14. Environmental Compliance	
15. Customer Services	
16. Energy Marketing	
17. Treasury/Finance	
18. Office Space and Equipment	X

EXHIBIT B

**Descriptions of Services Provided from Questar Gas Company
to Dominion Generation, Inc.**

1. Accounting. Provide advice and assistance to Receiving Company in accounting matters (development of accounting practices, procedures and controls, the maintenance of the general ledger and related subsidiary systems, the preparation and analysis of financial reports, and the processing of certain accounts such as accounts payable, accounts receivable, and payroll).
2. Legal and Regulatory. Provide advice and assistance with respect to legal and regulatory issues as well as regulatory compliance and matters under federal and state laws.
3. Information Technology, Electronic Transmission and Computer Services. Provide the organization and resources for the operation of an information technology function (development, implementation and operation of a centralized data processing facility and the management of a telecommunications network, and the central processing of computerized applications and support of individual applications in Receiving Company). Develop, implement, and process those computerized applications for Receiving Company that can be economically best accomplished on a centralized basis. Develop, implement, and process information technology risk management services and services for the secure protection and transmission of critical and sensitive data.
4. Software/Hardware Pooling. Accept ownership of and rights to use, assign, license or sub-license all software owned, acquired or developed by or for Providing Company which Providing Company can and does transfer or assign to Receiving Company and computer system hardware used with software and enhancements to which Providing Company has legal right. Preserve and protect the rights to all such software to the extent reasonable and appropriate under the circumstances; license Receiving Company, on a non-exclusive, no-charge or at-cost basis, to use all software which Providing Company has the right to sell, license or sub-license; and, at the Receiving Company's expense, permit Receiving Company to enhance any such software and license others to use all such software and enhancements to the extent that Providing Company shall have the legal right to so permit.
5. Operations. Advise and assist Receiving Company in the following matters relating to operational capacity: (i) the preparation and coordination of studying, consulting, planning, designing, inspecting and engineering and construction of facilities of Receiving Company, (ii) the planning, engineering (including maps and records) and construction operations of Receiving Company, (iii) the performance of operations support services, plant and facilities operation, generation outage support, and maintenance and management services, and (iv) the planning, formulation and implementation of load retention, load shaping and conservation and efficiency programs, and integrated resource planning for

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6. Business Services. Perform: (i) general business support services (printing, mailing, records management and maintenance, and administrative and office services across the enterprise), (ii) office facilities operation (building maintenance and property management, lease/sublease management, and property sales services across the enterprise), (iii) security (physical security support, background investigations, and investigative services across the enterprise), and (iv) fleet services (fleet systems support, management of the acquisition/disposal function, maintenance functions, and fleet management across the entire enterprise).

7. Risk Management. Advise and assist Receiving Company in securing requisite insurance, in the purchase and administration of all property, casualty and marine insurance, in the settlement of insured claims and in providing risk prevention advice.

8. Corporate Planning. Advise and assist Receiving Company in the study and planning of operations, budgets, economic forecasts, capital expenditures and special projects.

9. Supply Chain. Advise and assist Receiving Company in the procurement of real and personal property, materials, supplies and services, conduct purchase negotiations, prepare procurement agreements and administer programs of material control.

10. Rates. Advise and assist Receiving Company in the analysis of their rate structure in the formulation of rate policies, and in the negotiation of large contracts. Advise and assist Receiving Company in proceedings before regulatory bodies involving the rates and operations of Receiving Company and of other competitors where such rates and operations directly or indirectly affect Receiving Company.

11. Research. Investigate and conduct research into problems relating to production, utilization, testing, manufacture, transmission, storage and distribution of energy. Keep abreast of and evaluate for Receiving Company all research developments and programs of significance affecting Receiving Company and the energy industry, conduct research and development in promising areas and advise and assist in the solution of technical problems arising out of Receiving Company's operations.

12. Tax. Advise and assist Receiving Company in the preparation of federal, state and other tax returns, generally advise Receiving Company as to any problems involving taxes, and provide due diligence in connection with acquisitions.

Dominion Generation, Inc.
May 1, 2017
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13. Corporate Secretary. Provide all necessary functions required of a publicly traded company. Coordinate information and activities among owners, the transfer agent, and Board of Directors. Provide direct services to security holders. Prepare and file required annual and interim reports to owners and the U.S. Securities and Exchange Commission. Conduct director meetings and ensure proper maintenance of corporate records.

14. Environmental Compliance. Provide consulting, cleanup, environmental permitting, environmental compliance support, biological and chemical services, environmental reporting, and environmental compliance plan preparation as required by Receiving Company to ensure full compliance with applicable environmental statutes and regulations. Track state and federal environmental regulations. Provide summaries and guidance for Receiving Company personnel to ensure ongoing compliance.

15. Customer Services. Provide services and systems dedicated to customer service, billing, remittance, credit, collections, customer relations, call centers, energy conservation support and metering.

16. Energy Marketing. Provide services and systems dedicated to energy marketing and trading of energy commodities, specifically the provision of all services related to emissions products, renewable energy products, environmental commodities (commodities derived from environmental attributes associated with qualifying types of generation that are required for compliance with applicable federal, state and local laws, as well as any voluntary additional reductions that the Receiving Company has elected to complete). Provide market, credit and operational risk management services and development of marketing and sales programs in physical and financial markets.

17. Treasury/Finance. Provide services related to managing all administrative activities associated with financing and the management of capital structure; cash, credit and risk management activities; investment and commercial banking relationships; oversight of decommissioning trust funds and general financing activities.

18. Office Space and Equipment. Provide use of land, buildings, furnishings, and equipment, and all costs related to these assets – *i.e.*, property taxes, utilities, and maintenance.

May 1, 2017

Dominion Products and Services, Inc.
120 Tredegar Street
Richmond, Virginia 23229

Ladies and Gentlemen:

This Agreement is entered into by and between Questar Gas Company (“Providing Company”), a Utah corporation, and Dominion Products and Services, Inc. (“Receiving Company”), a Delaware corporation. Receiving Company has requested that Providing Company provide it with certain services which it may from time to time require in the conduct of its business. Providing Company has agreed to provide such services to Receiving Company upon the terms and conditions hereinafter provided.

Accordingly, in consideration of the mutual promises herein contained, Providing Company and Receiving Company agree as follows:

1. Upon oral or written request by Receiving Company, Providing Company will provide advice and assistance to the Service Recipient in the provision of services elected on Exhibit A attached hereto. Descriptions of the services listed on this Exhibit A are provided on Exhibit B attached hereto. In so doing, Providing Company may arrange for and provide the services of its own qualified personnel, or it may, after consultation with Receiving Company, arrange for and provide the services of such qualified, non-affiliated personnel as Providing Company, in its own opinion, deems necessary or appropriate.

2. All services rendered under and in accordance with this Agreement shall be provided at cost.

The cost of rendering such services shall include: (1) a portion of the salaries and wages of employees of Providing Company determined according to the time devoted by such employees to the performance of services hereunder for Receiving Company; (2) the costs of such employees’ benefits, payroll taxes, and compensated absences attributable to salaries and wages directly billed, as determined in accordance with Providing Company policies and procedures in place from time to time; (3) all other out-of-pocket operating costs, including expenses for transportation, tolls, and other expenses incurred by Providing Company or its employees in connection with the performance of services under this Agreement; (4) the actual costs of materials and supplies furnished by Providing Company in connection with the performance of services under this Agreement; and (5) administrative and general costs attributable to services performed under this Agreement (including reasonable amounts for general office maintenance and depreciation, amortization, return, and related taxes on Providing Company’s general plant investment) determined in accordance with Providing Company’s policies and procedures.

3. Providing Company shall render monthly statements to Receiving Company for services supplied or to be supplied in the manner set forth above. Such statements shall include

Dominion Products and Services, Inc.
May 1, 2017
Page 2

the costs of all services supplied hereunder during the preceding month and may include estimated amounts attributable to services which Providing Company anticipates it will supply during the next succeeding calendar month. All statements so rendered will be due and payable ten (10) days after receipt thereof.

4. This Agreement shall become effective as of May 1, 2017 and shall continue in force and effect until terminated by either party upon thirty days' written notice of termination.

5. Either party may, without relieving itself of its obligations under this Agreement, assign any of its rights hereunder to a person with which it is affiliated, but otherwise no assignment of this Agreement or any of the rights or obligations hereunder shall be made unless there first shall have been obtained the consent thereto in writing of the other party.

If you approve of this proposal, please indicate your acceptance by executing both copies hereof in the space provided and return one fully executed copy to Providing Company.

Respectfully submitted,

QUESTAR GAS COMPANY


By: Frank A. Wood

Title: SVP - Financial Management

WAS 8

Accepted and Agreed to:

DOMINION PRODUCTS AND
SERVICES, INC.

By: 

Title: James R. Chapman
Senior Vice President
Mergers & Acquisitions and Treasurer

Dominion Products and Services, Inc.
May 1, 2017
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EXHIBIT A

**Services Provided from Questar Gas Company
to Dominion Products and Services, Inc.**

SERVICE	YES
1. Accounting	
2. Legal and Regulatory	
3. Information Technology, Electronic Transmission and Computer Services	
4. Software/Hardware Pooling	
5. Operations	
6. Business Services	
7. Risk Management	
8. Corporate Planning	
9. Supply Chain	
10. Rates	
11. Research	
12. Tax	
13. Corporate Secretary	
14. Environmental Compliance	
15. Customer Services	X
16. Energy Marketing	
17. Treasury/Finance	
18. Office Space and Equipment	

EXHIBIT B

**Descriptions of Services Provided from Questar Gas Company
to Dominion Products and Services, Inc.**

1. Accounting. Provide advice and assistance to Receiving Company in accounting matters (development of accounting practices, procedures and controls, the maintenance of the general ledger and related subsidiary systems, the preparation and analysis of financial reports, and the processing of certain accounts such as accounts payable, accounts receivable, and payroll).
2. Legal and Regulatory. Provide advice and assistance with respect to legal and regulatory issues as well as regulatory compliance and matters under federal and state laws.
3. Information Technology, Electronic Transmission and Computer Services. Provide the organization and resources for the operation of an information technology function (development, implementation and operation of a centralized data processing facility and the management of a telecommunications network, and the central processing of computerized applications and support of individual applications in Receiving Company). Develop, implement, and process those computerized applications for Receiving Company that can be economically best accomplished on a centralized basis. Develop, implement, and process information technology risk management services and services for the secure protection and transmission of critical and sensitive data.
4. Software/Hardware Pooling. Accept ownership of and rights to use, assign, license or sub-license all software owned, acquired or developed by or for Providing Company which Providing Company can and does transfer or assign to Receiving Company and computer system hardware used with software and enhancements to which Providing Company has legal right. Preserve and protect the rights to all such software to the extent reasonable and appropriate under the circumstances; license Receiving Company, on a non-exclusive, no-charge or at-cost basis, to use all software which Providing Company has the right to sell, license or sub-license; and, at the Receiving Company's expense, permit Receiving Company to enhance any such software and license others to use all such software and enhancements to the extent that Providing Company shall have the legal right to so permit.
5. Operations. Advise and assist Receiving Company in the following matters relating to operational capacity: (i) the preparation and coordination of studying, consulting, planning, designing, inspecting and engineering and construction of facilities of Receiving Company, (ii) the planning, engineering (including maps and records) and construction operations of Receiving Company, (iii) the performance of operations support services, plant and facilities operation, generation outage support, and maintenance and management services, and (iv) the planning, formulation and implementation of load retention, load shaping and conservation and efficiency programs, and integrated resource planning for

Dominion Products and Services, Inc.
May 1, 2017
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supply-side plans and demand-side management programs. Develop long-range operational programs for Receiving Company and advise and assist Receiving Company in the coordination of such programs with the programs of the other Dominion subsidiaries, subject to federal and state codes and standards of conduct, as applicable. Manage Receiving Company's purchase, movement, transfer, and accounting of fuel and gas volumes.

6. Business Services. Perform: (i) general business support services (printing, mailing, records management and maintenance, and administrative and office services across the enterprise), (ii) office facilities operation (building maintenance and property management, lease/sublease management, and property sales services across the enterprise), (iii) security (physical security support, background investigations, and investigative services across the enterprise), and (iv) fleet services (fleet systems support, management of the acquisition/disposal function, maintenance functions, and fleet management across the entire enterprise).

7. Risk Management. Advise and assist Receiving Company in securing requisite insurance, in the purchase and administration of all property, casualty and marine insurance, in the settlement of insured claims and in providing risk prevention advice.

8. Corporate Planning. Advise and assist Receiving Company in the study and planning of operations, budgets, economic forecasts, capital expenditures and special projects.

9. Supply Chain. Advise and assist Receiving Company in the procurement of real and personal property, materials, supplies and services, conduct purchase negotiations, prepare procurement agreements and administer programs of material control.

10. Rates. Advise and assist Receiving Company in the analysis of their rate structure in the formulation of rate policies, and in the negotiation of large contracts. Advise and assist Receiving Company in proceedings before regulatory bodies involving the rates and operations of Receiving Company and of other competitors where such rates and operations directly or indirectly affect Receiving Company.

11. Research. Investigate and conduct research into problems relating to production, utilization, testing, manufacture, transmission, storage and distribution of energy. Keep abreast of and evaluate for Receiving Company all research developments and programs of significance affecting Receiving Company and the energy industry, conduct research and development in promising areas and advise and assist in the solution of technical problems arising out of Receiving Company's operations.

12. Tax. Advise and assist Receiving Company in the preparation of federal, state and other tax returns, generally advise Receiving Company as to any problems involving taxes, and provide due diligence in connection with acquisitions.

Dominion Products and Services, Inc.
May 1, 2017
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13. Corporate Secretary. Provide all necessary functions required of a publicly traded company. Coordinate information and activities among owners, the transfer agent, and Board of Directors. Provide direct services to security holders. Prepare and file required annual and interim reports to owners and the U.S. Securities and Exchange Commission. Conduct director meetings and ensure proper maintenance of corporate records.

14. Environmental Compliance. Provide consulting, cleanup, environmental permitting, environmental compliance support, biological and chemical services, environmental reporting, and environmental compliance plan preparation as required by Receiving Company to ensure full compliance with applicable environmental statutes and regulations. Track state and federal environmental regulations. Provide summaries and guidance for Receiving Company personnel to ensure ongoing compliance.

15. Customer Services. Provide services and systems dedicated to customer service, billing, remittance, credit, collections, customer relations, call centers, energy conservation support and metering.

16. Energy Marketing. Provide services and systems dedicated to energy marketing and trading of energy commodities, specifically the provision of all services related to emissions products, renewable energy products, environmental commodities (commodities derived from environmental attributes associated with qualifying types of generation that are required for compliance with applicable federal, state and local laws, as well as any voluntary additional reductions that the Receiving Company has elected to complete). Provide market, credit and operational risk management services and development of marketing and sales programs in physical and financial markets.

17. Treasury/Finance. Provide services related to managing all administrative activities associated with financing and the management of capital structure; cash, credit and risk management activities; investment and commercial banking relationships; oversight of decommissioning trust funds and general financing activities.

18. Office Space and Equipment. Provide use of land, buildings, furnishings, and equipment, and all costs related to these assets – *i.e.*, property taxes, utilities, and maintenance.

November 16, 2016

Questar Gas Company
333 South State Street
Salt Lake City, UT 84145-0360

Ladies and Gentlemen:

This Agreement is entered into by and between QPC Services Company (“Providing Company”), a Utah corporation, and Questar Gas Company (“Receiving Company”), a Utah corporation. Receiving Company has requested that Providing Company provide it with certain services which it may from time to time require in the conduct of its business. Providing Company has agreed to provide such services to Receiving Company upon the terms and conditions hereinafter provided.

Accordingly, in consideration of the mutual promises herein contained, Providing Company and Receiving Company agree as follows:

1. Upon oral or written request by Receiving Company, Providing Company will provide advice and assistance to the Service Recipient in the provision of services elected on Exhibit A attached hereto. Descriptions of the services listed on this Exhibit A are provided on Exhibit B attached hereto. In so doing, Providing Company may arrange for and provide the services of its own qualified personnel, or it may, after consultation with Receiving Company, arrange for and provide the services of such qualified, non-affiliated personnel as Providing Company, in its own opinion, deems necessary or appropriate.

2. All services rendered under and in accordance with this Agreement shall be provided at cost.

The cost of rendering such services shall include: (1) a portion of the salaries and wages of employees of Providing Company determined according to the time devoted by such employees to the performance of services hereunder for Receiving Company; (2) the costs of such employees’ benefits, payroll taxes, and compensated absences attributable to salaries and wages directly billed, as determined in accordance with Providing Company policies and procedures in place from time to time; (3) all other out-of-pocket operating costs, including expenses for transportation, tolls, and other expenses incurred by Providing Company or its employees in connection with the performance of services under this Agreement; (4) the actual costs of materials and supplies furnished by Providing Company in connection with the performance of services under this Agreement; and (5) administrative and general costs attributable to services performed under this Agreement (including reasonable amounts for general office maintenance and depreciation, amortization, return, and related taxes on Providing Company’s general plant investment) determined in accordance with Providing Company’s policies and procedures.

3. Providing Company shall render monthly statements to Receiving Company for services supplied or to be supplied in the manner set forth above. Such statements shall include

Questar Gas Company
November 16, 2016
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the costs of all services supplied hereunder during the preceding month and may include estimated amounts attributable to services which Providing Company anticipates it will supply during the next succeeding calendar month. All statements so rendered will be due and payable ten (10) days after receipt thereof.

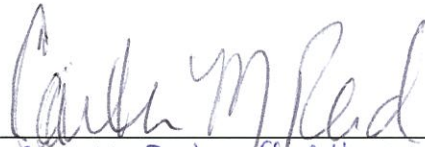
4. This Agreement shall become effective as of November 16, 2016 and shall continue in force and effect until terminated by either party upon thirty days' written notice of termination.

5. Either party may, without relieving itself of its obligations under this Agreement, assign any of its rights hereunder to a person with which it is affiliated, but otherwise no assignment of this Agreement or any of the rights or obligations hereunder shall be made unless there first shall have been obtained the consent thereto in writing of the other party.

If you approve of this proposal, please indicate your acceptance by executing both copies hereof in the space provided and return one fully executed copy to Providing Company.

Respectfully submitted,

QPC Services Company

By: 
Senior Vice President, Chief Administrative &
Title: Compliance Officer and Corporate Secretary
WASB &

Accepted and Agreed to:

Questar Gas Company

By: 

Title: Senior Vice President - Financial mgt.
WASB &

EXHIBIT A

**Services Provided from QPC Services Company
 to Questar Gas Company**

SERVICE	YES	NO
1. Accounting	___	
2. Auditing	___	
3. Legal and Regulatory	<u> X </u>	
4. Information Technology, Electronic Transmission and Computer Services	<u> X </u>	
5. Software/Hardware Pooling	___	
6. Human Resources	___	
7. Operations	<u> X </u>	
8. Executive and Administrative	___	
9. Business Services	___	
10. Risk Management	___	
11. Corporate Planning	___	
12. Supply Chain	___	
13. Rates	___	
14. Research	___	
15. Tax	___	
16. Corporate Secretary	___	
17. Investor Relations	___	
18. Environmental Compliance	___	
19. Customer Services	___	
20. Energy Marketing	___	
21. Treasury/Finance	___	
22. External Affairs	___	
23. Office Space and Equipment	___	

EXHIBIT B

**Descriptions of Services Provided from QPC Services Company
to Questar Gas Company**

1. Accounting. Provide advice and assistance to Receiving Company in accounting matters (development of accounting practices, procedures and controls, the maintenance of the general ledger and related subsidiary systems, the preparation and analysis of financial reports, and the processing of certain accounts such as accounts payable, accounts receivable, and payroll).
2. Auditing. Periodically audit the accounting records and other records maintained by Receiving Company and coordinate their examination, where applicable, with that of independent public accountants. The audit staff will report on their examination and submit recommendations, as appropriate, on improving methods of internal control and accounting procedures.
3. Legal and Regulatory. Provide advice and assistance with respect to legal and regulatory issues as well as regulatory compliance and matters under federal and state laws.
4. Information Technology, Electronic Transmission and Computer Services. Provide the organization and resources for the operation of an information technology function (development, implementation and operation of a centralized data processing facility and the management of a telecommunications network, and the central processing of computerized applications and support of individual applications in Receiving Company). Develop, implement, and process those computerized applications for Receiving Company that can be economically best accomplished on a centralized basis. Develop, implement, and process information technology risk management services and services for the secure protection and transmission of critical and sensitive data.
5. Software/Hardware Pooling. Accept ownership of and rights to use, assign, license or sub-license all software owned, acquired or developed by or for Providing Company which Providing Company can and does transfer or assign to Receiving Company and computer system hardware used with software and enhancements to which Providing Company has legal right. Preserve and protect the rights to all such software to the extent reasonable and appropriate under the circumstances; license Receiving Company, on a non-exclusive, no-charge or at-cost basis, to use all software which Providing Company has the right to sell, license or sub-license; and, at the Receiving Company's expense, permit Receiving Company to enhance any such software and license others to use all such software and enhancements to the extent that Providing Company shall have the legal right to so permit.

6. Human Resources. Advise and assist Receiving Company in the formulation and administration of human resources policies and programs relating to the relevant Receiving Company's labor relations, personnel administration, training, wage and salary administration, staffing and safety. Direct and administer all medical, health, and employee benefit and pension plans of Receiving Company. Provide systems of physical examination for employment and other purposes and direct and administer programs for the prevention of sickness. Advise and assist Receiving Company in the administration of such plans and prepare and maintain records of employee and company accounts under the said plans, together with such statistical data and reports as are pertinent to the plans.

7. Operations. Advise and assist Receiving Company in the following matters relating to operational capacity: (i) the preparation and coordination of studying, consulting, planning, designing, inspecting and engineering and construction of facilities of Receiving Company, (ii) the planning, engineering (including maps and records) and construction operations of Receiving Company, (iii) the performance of operations support services, plant and facilities operation, generation outage support, and maintenance and management services, and (iv) the planning, formulation and implementation of load retention, load shaping and conservation and efficiency programs, and integrated resource planning for supply-side plans and demand-side management programs. Develop long-range operational programs for Receiving Company and advise and assist Receiving Company in the coordination of such programs with the programs of the other Dominion subsidiaries, subject to federal and state codes and standards of conduct, as applicable. Manage Receiving Company's purchase, movement, transfer, and accounting of fuel and gas volumes.

8. Executive and Administrative. Advise and assist Receiving Company in the solution of major problems and in the formulation and execution of the general plans and policies of Receiving Company. Advise and assist Receiving Company as to operations, the issuance of securities, the preparation of filings arising out of or required by the various federal and state securities, business, public utilities and corporation laws, the selection of executive and administrative personnel, the representation of Receiving Company before regulatory bodies, proposals for capital expenditures, budgets, financing, acquisition and disposition of properties, expansion of business, rate structures, public relationships and related matters.

9. Business Services. Perform: (i) general business support services (printing, mailing, records management and maintenance, and administrative and office services across the enterprise), (ii) office facilities operation (building maintenance and property management, lease/sublease management, and property sales services across the enterprise), (iii) security (physical security support, background investigations, and investigative services across the enterprise), and (iv) fleet services (fleet systems support, management of the acquisition/disposal function, maintenance functions, and fleet management across the entire enterprise).

10. Risk Management. Advise and assist Receiving Company in securing requisite insurance, in the purchase and administration of all property, casualty and marine insurance, in the settlement of insured claims and in providing risk prevention advice.

11. Corporate Planning. Advise and assist Receiving Company in the study and planning of operations, budgets, economic forecasts, capital expenditures and special projects.

12. Supply Chain. Advise and assist Receiving Company in the procurement of real and personal property, materials, supplies and services, conduct purchase negotiations, prepare procurement agreements and administer programs of material control.

13. Rates. Advise and assist Receiving Company in the analysis of their rate structure in the formulation of rate policies, and in the negotiation of large contracts. Advise and assist Receiving Company in proceedings before regulatory bodies involving the rates and operations of Receiving Company and of other competitors where such rates and operations directly or indirectly affect Receiving Company.

14. Research. Investigate and conduct research into problems relating to production, utilization, testing, manufacture, transmission, storage and distribution of energy. Keep abreast of and evaluate for Receiving Company all research developments and programs of significance affecting Receiving Company and the energy industry, conduct research and development in promising areas and advise and assist in the solution of technical problems arising out of Receiving Company's operations.

15. Tax. Advise and assist Receiving Company in the preparation of federal, state and other tax returns, generally advise Receiving Company as to any problems involving taxes, and provide due diligence in connection with acquisitions.

16. Corporate Secretary. Provide all necessary functions required of a publicly traded company. Coordinate information and activities among owners, the transfer agent, and Board of Directors. Provide direct services to security holders. Prepare and file required annual and interim reports to owners and the U.S. Securities and Exchange Commission. Conduct director meetings and ensure proper maintenance of corporate records.

17. Investor Relations. Provide fair and accurate analysis of Receiving Company and an outlook within the financial community. Enhance Receiving Company's position in the energy industry. Balance and diversify owner investment in Receiving Company through a wide range of activities. Provide feedback to Receiving Company regarding investor concerns, trading and ownerships. Hold periodic analysts meetings, and provide various operating data as requested or required by investors.

18. Environmental Compliance. Provide consulting, cleanup, environmental permitting, environmental compliance support, biological and chemical services, environmental reporting, and environmental compliance plan preparation as required by Receiving Company to ensure full compliance with applicable environmental statutes and regulations. Track state and federal environmental regulations. Provide summaries and guidance for Receiving Company personnel to ensure ongoing compliance.

19. Customer Services. Provide services and systems dedicated to customer service, billing, remittance, credit, collections, customer relations, call centers, energy conservation support and metering.

20. Energy Marketing. Provide services and systems dedicated to energy marketing and trading of energy commodities, specifically the provision of all services related to emissions products, renewable energy products, environmental commodities (commodities derived from environmental attributes associated with qualifying types of generation that are required for compliance with applicable federal, state and local laws, as well as any voluntary additional reductions that the Receiving Company has elected to complete). Provide market, credit and operational risk management services and development of marketing and sales programs in physical and financial markets.

21. Treasury/Finance. Provide services related to managing all administrative activities associated with financing and the management of capital structure; cash, credit and risk management activities; investment and commercial banking relationships; oversight of decommissioning trust funds and general financing activities.

22. External Affairs. Provide services in support of corporate strategies for managing relationships with federal, state and local governments, agencies and legislative bodies. Formulate and assist with public relations, advertising, and external/internal communications programs and with the administration of corporate contribution and community affairs programs.

23. Office Space and Equipment. Provide use of land, buildings, furnishings, and equipment, and all costs related to these assets – *i.e.*, property taxes, utilities, and maintenance.

May 1, 2017

Questar Energy Services, Inc.
333 South State Street
Salt Lake City, Utah 84111

Ladies and Gentlemen:

This Agreement is entered into by and between Questar Gas Company (“Providing Company”), a Utah corporation, and Questar Energy Services, Inc. (“Receiving Company”), a Utah corporation. Receiving Company has requested that Providing Company provide it with certain services which it may from time to time require in the conduct of its business. Providing Company has agreed to provide such services to Receiving Company upon the terms and conditions hereinafter provided.

Accordingly, in consideration of the mutual promises herein contained, Providing Company and Receiving Company agree as follows:

1. Upon oral or written request by Receiving Company, Providing Company will provide advice and assistance to the Service Recipient in the provision of services elected on Exhibit A attached hereto. Descriptions of the services listed on this Exhibit A are provided on Exhibit B attached hereto. In so doing, Providing Company may arrange for and provide the services of its own qualified personnel, or it may, after consultation with Receiving Company, arrange for and provide the services of such qualified, non-affiliated personnel as Providing Company, in its own opinion, deems necessary or appropriate.

2. All services rendered under and in accordance with this Agreement shall be provided at cost.

The cost of rendering such services shall include: (1) a portion of the salaries and wages of employees of Providing Company determined according to the time devoted by such employees to the performance of services hereunder for Receiving Company; (2) the costs of such employees’ benefits, payroll taxes, and compensated absences attributable to salaries and wages directly billed, as determined in accordance with Providing Company policies and procedures in place from time to time; (3) all other out-of-pocket operating costs, including expenses for transportation, tolls, and other expenses incurred by Providing Company or its employees in connection with the performance of services under this Agreement; (4) the actual costs of materials and supplies furnished by Providing Company in connection with the performance of services under this Agreement; and (5) administrative and general costs attributable to services performed under this Agreement (including reasonable amounts for general office maintenance and depreciation, amortization, return, and related taxes on Providing Company’s general plant investment) determined in accordance with Providing Company’s policies and procedures.

3. Providing Company shall render monthly statements to Receiving Company for services supplied or to be supplied in the manner set forth above. Such statements shall include

Questar Energy Services, Inc.
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the costs of all services supplied hereunder during the preceding month and may include estimated amounts attributable to services which Providing Company anticipates it will supply during the next succeeding calendar month. All statements so rendered will be due and payable ten (10) days after receipt thereof. Effective January 1, 2018, to the extent that Service Recipient owes intercompany payments or balances to Service Provider, and vice-versa, such payments or balances may be netted against one another, such that the net amount owed between the parties will be paid on a monthly basis from the one to the other, as applicable, subject to the terms of this Agreement.

4. This Agreement shall become effective as of May 1, 2017 and shall continue in force and effect until terminated by either party upon thirty days' written notice of termination.

5. Either party may, without relieving itself of its obligations under this Agreement, assign any of its rights hereunder to a person with which it is affiliated, but otherwise no assignment of this Agreement or any of the rights or obligations hereunder shall be made unless there first shall have been obtained the consent thereto in writing of the other party.

If you approve of this proposal, please indicate your acceptance by executing both copies hereof in the space provided and return one fully executed copy to Providing Company.

Respectfully submitted,

QUESTAR GAS COMPANY

By: Frank A. Wood

Title: SVP - Financial Management

WAB &

Accepted and Agreed to:

QUESTAR ENERGY SERVICES, INC.

By: [Signature]

Title: James R. Chapman
Senior Vice President
Mergers & Acquisitions and Treasurer

Questar Energy Services, Inc.
May 1, 2017
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EXHIBIT A

**Services Provided from Questar Gas Company
to Questar Energy Services, Inc.**

SERVICE	YES
1. Accounting	X
2. Legal and Regulatory	X
3. Information Technology, Electronic Transmission and Computer Services	X
4. Software/Hardware Pooling	X
5. Operations	X
6. Business Services	X
7. Risk Management	X
8. Corporate Planning	X
9. Supply Chain	X
10. Rates	X
11. Research	X
12. Tax	X
13. Corporate Secretary	X
14. Environmental Compliance	X
15. Customer Services	X
16. Energy Marketing	X
17. Treasury/Finance	X
18. Office Space and Equipment	X

EXHIBIT B

**Descriptions of Services Provided from Questar Gas Company
to Questar Energy Services, Inc.**

1. Accounting. Provide advice and assistance to Receiving Company in accounting matters (development of accounting practices, procedures and controls, the maintenance of the general ledger and related subsidiary systems, the preparation and analysis of financial reports, and the processing of certain accounts such as accounts payable, accounts receivable, and payroll).
2. Legal and Regulatory. Provide advice and assistance with respect to legal and regulatory issues as well as regulatory compliance and matters under federal and state laws.
3. Information Technology, Electronic Transmission and Computer Services. Provide the organization and resources for the operation of an information technology function (development, implementation and operation of a centralized data processing facility and the management of a telecommunications network, and the central processing of computerized applications and support of individual applications in Receiving Company). Develop, implement, and process those computerized applications for Receiving Company that can be economically best accomplished on a centralized basis. Develop, implement, and process information technology risk management services and services for the secure protection and transmission of critical and sensitive data.
4. Software/Hardware Pooling. Accept ownership of and rights to use, assign, license or sub-license all software owned, acquired or developed by or for Providing Company which Providing Company can and does transfer or assign to Receiving Company and computer system hardware used with software and enhancements to which Providing Company has legal right. Preserve and protect the rights to all such software to the extent reasonable and appropriate under the circumstances; license Receiving Company, on a non-exclusive, no-charge or at-cost basis, to use all software which Providing Company has the right to sell, license or sub-license; and, at the Receiving Company's expense, permit Receiving Company to enhance any such software and license others to use all such software and enhancements to the extent that Providing Company shall have the legal right to so permit.
5. Operations. Advise and assist Receiving Company in the following matters relating to operational capacity: (i) the preparation and coordination of studying, consulting, planning, designing, inspecting and engineering and construction of facilities of Receiving Company, (ii) the planning, engineering (including maps and records) and construction operations of Receiving Company, (iii) the performance of operations support services, plant and facilities operation, generation outage support, and maintenance and management services, and (iv) the planning, formulation and implementation of load retention, load shaping and conservation and efficiency programs, and integrated resource planning for

Questar Energy Services, Inc.
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supply-side plans and demand-side management programs. Develop long-range operational programs for Receiving Company and advise and assist Receiving Company in the coordination of such programs with the programs of the other Dominion subsidiaries, subject to federal and state codes and standards of conduct, as applicable. Manage Receiving Company's purchase, movement, transfer, and accounting of fuel and gas volumes.

6. Business Services. Perform: (i) general business support services (printing, mailing, records management and maintenance, and administrative and office services across the enterprise), (ii) office facilities operation (building maintenance and property management, lease/sublease management, and property sales services across the enterprise), (iii) security (physical security support, background investigations, and investigative services across the enterprise), and (iv) fleet services (fleet systems support, management of the acquisition/disposal function, maintenance functions, and fleet management across the entire enterprise).

7. Risk Management. Advise and assist Receiving Company in securing requisite insurance, in the purchase and administration of all property, casualty and marine insurance, in the settlement of insured claims and in providing risk prevention advice.

8. Corporate Planning. Advise and assist Receiving Company in the study and planning of operations, budgets, economic forecasts, capital expenditures and special projects.

9. Supply Chain. Advise and assist Receiving Company in the procurement of real and personal property, materials, supplies and services, conduct purchase negotiations, prepare procurement agreements and administer programs of material control.

10. Rates. Advise and assist Receiving Company in the analysis of their rate structure in the formulation of rate policies, and in the negotiation of large contracts. Advise and assist Receiving Company in proceedings before regulatory bodies involving the rates and operations of Receiving Company and of other competitors where such rates and operations directly or indirectly affect Receiving Company.

11. Research. Investigate and conduct research into problems relating to production, utilization, testing, manufacture, transmission, storage and distribution of energy. Keep abreast of and evaluate for Receiving Company all research developments and programs of significance affecting Receiving Company and the energy industry, conduct research and development in promising areas and advise and assist in the solution of technical problems arising out of Receiving Company's operations.

12. Tax. Advise and assist Receiving Company in the preparation of federal, state and other tax returns, generally advise Receiving Company as to any problems involving taxes, and provide due diligence in connection with acquisitions.

Questar Energy Services, Inc.
May 1, 2017
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13. Corporate Secretary. Provide all necessary functions required of a publicly traded company. Coordinate information and activities among owners, the transfer agent, and Board of Directors. Provide direct services to security holders. Prepare and file required annual and interim reports to owners and the U.S. Securities and Exchange Commission. Conduct director meetings and ensure proper maintenance of corporate records.

14. Environmental Compliance. Provide consulting, cleanup, environmental permitting, environmental compliance support, biological and chemical services, environmental reporting, and environmental compliance plan preparation as required by Receiving Company to ensure full compliance with applicable environmental statutes and regulations. Track state and federal environmental regulations. Provide summaries and guidance for Receiving Company personnel to ensure ongoing compliance.

15. Customer Services. Provide services and systems dedicated to customer service, billing, remittance, credit, collections, customer relations, call centers, energy conservation support and metering.

16. Energy Marketing. Provide services and systems dedicated to energy marketing and trading of energy commodities, specifically the provision of all services related to emissions products, renewable energy products, environmental commodities (commodities derived from environmental attributes associated with qualifying types of generation that are required for compliance with applicable federal, state and local laws, as well as any voluntary additional reductions that the Receiving Company has elected to complete). Provide market, credit and operational risk management services and development of marketing and sales programs in physical and financial markets.

17. Treasury/Finance. Provide services related to managing all administrative activities associated with financing and the management of capital structure; cash, credit and risk management activities; investment and commercial banking relationships; oversight of decommissioning trust funds and general financing activities.

18. Office Space and Equipment. Provide use of land, buildings, furnishings, and equipment, and all costs related to these assets – *i.e.*, property taxes, utilities, and maintenance.

May 1, 2017

Questar Gas Company
333 South State Street
Salt Lake City, Utah 84145-0360

Ladies and Gentlemen:

This Agreement is entered into by and between Questar Energy Services, Inc. (“Providing Company”), a Utah corporation, and Questar Gas Company (“Receiving Company”), a Utah corporation. Receiving Company has requested that Providing Company provide it with certain services which it may from time to time require in the conduct of its business. Providing Company has agreed to provide such services to Receiving Company upon the terms and conditions hereinafter provided.

Accordingly, in consideration of the mutual promises herein contained, Providing Company and Receiving Company agree as follows:

1. Upon oral or written request by Receiving Company, Providing Company will provide advice and assistance to the Service Recipient in the provision of services elected on Exhibit A attached hereto. Descriptions of the services listed on this Exhibit A are provided on Exhibit B attached hereto. In so doing, Providing Company may arrange for and provide the services of its own qualified personnel, or it may, after consultation with Receiving Company, arrange for and provide the services of such qualified, non-affiliated personnel as Providing Company, in its own opinion, deems necessary or appropriate.

2. All services rendered under and in accordance with this Agreement shall be provided at cost.

The cost of rendering such services shall include: (1) a portion of the salaries and wages of employees of Providing Company determined according to the time devoted by such employees to the performance of services hereunder for Receiving Company; (2) the costs of such employees’ benefits, payroll taxes, and compensated absences attributable to salaries and wages directly billed, as determined in accordance with Providing Company policies and procedures in place from time to time; (3) all other out-of-pocket operating costs, including expenses for transportation, tolls, and other expenses incurred by Providing Company or its employees in connection with the performance of services under this Agreement; (4) the actual costs of materials and supplies furnished by Providing Company in connection with the performance of services under this Agreement; and (5) administrative and general costs attributable to services performed under this Agreement (including reasonable amounts for general office maintenance and depreciation, amortization, return, and related taxes on Providing Company’s general plant investment) determined in accordance with Providing Company’s policies and procedures.

3. Providing Company shall render monthly statements to Receiving Company for services supplied or to be supplied in the manner set forth above. Such statements shall include

Questar Gas Company
May 1, 2017
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the costs of all services supplied hereunder during the preceding month and may include estimated amounts attributable to services which Providing Company anticipates it will supply during the next succeeding calendar month. All statements so rendered will be due and payable ten (10) days after receipt thereof. Effective January 1, 2018, to the extent that Service Recipient owes intercompany payments or balances to Service Provider, and vice-versa, such payments or balances may be netted against one another, such that the net amount owed between the parties will be paid on a monthly basis from the one to the other, as applicable, subject to the terms of this Agreement.

4. This Agreement shall become effective as of May 1, 2017 and shall continue in force and effect until terminated by either party upon thirty days' written notice of termination.

5. Either party may, without relieving itself of its obligations under this Agreement, assign any of its rights hereunder to a person with which it is affiliated, but otherwise no assignment of this Agreement or any of the rights or obligations hereunder shall be made unless there first shall have been obtained the consent thereto in writing of the other party.

If you approve of this proposal, please indicate your acceptance by executing both copies hereof in the space provided and return one fully executed copy to Providing Company.

Respectfully submitted,

QUESTAR ENERGY SERVICES, INC.

By: 
James R. Chapman
Senior Vice President
Mergers & Acquisitions and Treasurer
Title: _____

Accepted and Agreed to:

QUESTAR GAS COMPANY

By: 

Title: Senior Vice President - Financial
Management



Questar Gas Company
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EXHIBIT A

**Services Provided from Questar Energy Services, Inc.
to Questar Gas Company**

SERVICE	YES
1. Accounting	X
2. Legal and Regulatory	X
3. Information Technology, Electronic Transmission and Computer Services	X
4. Software/Hardware Pooling	X
5. Operations	X
6. Business Services	X
7. Risk Management	X
8. Corporate Planning	X
9. Supply Chain	X
10. Rates	X
11. Research	X
12. Tax	X
13. Corporate Secretary	X
14. Environmental Compliance	X
15. Customer Services	X
16. Energy Marketing	X
17. Treasury/Finance	X
18. Office Space and Equipment	X

EXHIBIT B

**Descriptions of Services Provided from Questar Energy Services, Inc.
to Questar Gas Company**

1. Accounting. Provide advice and assistance to Receiving Company in accounting matters (development of accounting practices, procedures and controls, the maintenance of the general ledger and related subsidiary systems, the preparation and analysis of financial reports, and the processing of certain accounts such as accounts payable, accounts receivable, and payroll).
2. Legal and Regulatory. Provide advice and assistance with respect to legal and regulatory issues as well as regulatory compliance and matters under federal and state laws.
3. Information Technology, Electronic Transmission and Computer Services. Provide the organization and resources for the operation of an information technology function (development, implementation and operation of a centralized data processing facility and the management of a telecommunications network, and the central processing of computerized applications and support of individual applications in Receiving Company). Develop, implement, and process those computerized applications for Receiving Company that can be economically best accomplished on a centralized basis. Develop, implement, and process information technology risk management services and services for the secure protection and transmission of critical and sensitive data.
4. Software/Hardware Pooling. Accept ownership of and rights to use, assign, license or sub-license all software owned, acquired or developed by or for Providing Company which Providing Company can and does transfer or assign to Receiving Company and computer system hardware used with software and enhancements to which Providing Company has legal right. Preserve and protect the rights to all such software to the extent reasonable and appropriate under the circumstances; license Receiving Company, on a non-exclusive, no-charge or at-cost basis, to use all software which Providing Company has the right to sell, license or sub-license; and, at the Receiving Company's expense, permit Receiving Company to enhance any such software and license others to use all such software and enhancements to the extent that Providing Company shall have the legal right to so permit.
5. Operations. Advise and assist Receiving Company in the following matters relating to operational capacity: (i) the preparation and coordination of studying, consulting, planning, designing, inspecting and engineering and construction of facilities of Receiving Company, (ii) the planning, engineering (including maps and records) and construction operations of Receiving Company, (iii) the performance of operations support services, plant and facilities operation, generation outage support, and maintenance and management services, and (iv) the planning, formulation and implementation of load retention, load shaping and conservation and efficiency programs, and integrated resource planning for

supply-side plans and demand-side management programs. Develop long-range operational programs for Receiving Company and advise and assist Receiving Company in the coordination of such programs with the programs of the other Dominion subsidiaries, subject to federal and state codes and standards of conduct, as applicable. Manage Receiving Company's purchase, movement, transfer, and accounting of fuel and gas volumes.

6. Business Services. Perform: (i) general business support services (printing, mailing, records management and maintenance, and administrative and office services across the enterprise), (ii) office facilities operation (building maintenance and property management, lease/sublease management, and property sales services across the enterprise), (iii) security (physical security support, background investigations, and investigative services across the enterprise), and (iv) fleet services (fleet systems support, management of the acquisition/disposal function, maintenance functions, and fleet management across the entire enterprise).

7. Risk Management. Advise and assist Receiving Company in securing requisite insurance, in the purchase and administration of all property, casualty and marine insurance, in the settlement of insured claims and in providing risk prevention advice.

8. Corporate Planning. Advise and assist Receiving Company in the study and planning of operations, budgets, economic forecasts, capital expenditures and special projects.

9. Supply Chain. Advise and assist Receiving Company in the procurement of real and personal property, materials, supplies and services, conduct purchase negotiations, prepare procurement agreements and administer programs of material control.

10. Rates. Advise and assist Receiving Company in the analysis of their rate structure in the formulation of rate policies, and in the negotiation of large contracts. Advise and assist Receiving Company in proceedings before regulatory bodies involving the rates and operations of Receiving Company and of other competitors where such rates and operations directly or indirectly affect Receiving Company.

11. Research. Investigate and conduct research into problems relating to production, utilization, testing, manufacture, transmission, storage and distribution of energy. Keep abreast of and evaluate for Receiving Company all research developments and programs of significance affecting Receiving Company and the energy industry, conduct research and development in promising areas and advise and assist in the solution of technical problems arising out of Receiving Company's operations.

12. Tax. Advise and assist Receiving Company in the preparation of federal, state and other tax returns, generally advise Receiving Company as to any problems involving taxes, and provide due diligence in connection with acquisitions.

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13. Corporate Secretary. Provide all necessary functions required of a publicly traded company. Coordinate information and activities among owners, the transfer agent, and Board of Directors. Provide direct services to security holders. Prepare and file required annual and interim reports to owners and the U.S. Securities and Exchange Commission. Conduct director meetings and ensure proper maintenance of corporate records.

14. Environmental Compliance. Provide consulting, cleanup, environmental permitting, environmental compliance support, biological and chemical services, environmental reporting, and environmental compliance plan preparation as required by Receiving Company to ensure full compliance with applicable environmental statutes and regulations. Track state and federal environmental regulations. Provide summaries and guidance for Receiving Company personnel to ensure ongoing compliance.

15. Customer Services. Provide services and systems dedicated to customer service, billing, remittance, credit, collections, customer relations, call centers, energy conservation support and metering.

16. Energy Marketing. Provide services and systems dedicated to energy marketing and trading of energy commodities, specifically the provision of all services related to emissions products, renewable energy products, environmental commodities (commodities derived from environmental attributes associated with qualifying types of generation that are required for compliance with applicable federal, state and local laws, as well as any voluntary additional reductions that the Receiving Company has elected to complete). Provide market, credit and operational risk management services and development of marketing and sales programs in physical and financial markets.

17. Treasury/Finance. Provide services related to managing all administrative activities associated with financing and the management of capital structure; cash, credit and risk management activities; investment and commercial banking relationships; oversight of decommissioning trust funds and general financing activities.

18. Office Space and Equipment. Provide use of land, buildings, furnishings, and equipment, and all costs related to these assets – *i.e.*, property taxes, utilities, and maintenance.

May 1, 2017

Questar Field Services, LLC
333 South State Street
Salt Lake City, Utah 84111

Ladies and Gentlemen:

This Agreement is entered into by and between Questar Gas Company (“Providing Company”), a Utah corporation, and Questar Field Services, LLC (“Receiving Company”), a Utah limited liability company. Receiving Company has requested that Providing Company provide it with certain services which it may from time to time require in the conduct of its business. Providing Company has agreed to provide such services to Receiving Company upon the terms and conditions hereinafter provided.

Accordingly, in consideration of the mutual promises herein contained, Providing Company and Receiving Company agree as follows:

1. Upon oral or written request by Receiving Company, Providing Company will provide advice and assistance to the Service Recipient in the provision of services elected on Exhibit A attached hereto. Descriptions of the services listed on this Exhibit A are provided on Exhibit B attached hereto. In so doing, Providing Company may arrange for and provide the services of its own qualified personnel, or it may, after consultation with Receiving Company, arrange for and provide the services of such qualified, non-affiliated personnel as Providing Company, in its own opinion, deems necessary or appropriate.

2. All services rendered under and in accordance with this Agreement shall be provided at cost.

The cost of rendering such services shall include: (1) a portion of the salaries and wages of employees of Providing Company determined according to the time devoted by such employees to the performance of services hereunder for Receiving Company; (2) the costs of such employees’ benefits, payroll taxes, and compensated absences attributable to salaries and wages directly billed, as determined in accordance with Providing Company policies and procedures in place from time to time; (3) all other out-of-pocket operating costs, including expenses for transportation, tolls, and other expenses incurred by Providing Company or its employees in connection with the performance of services under this Agreement; (4) the actual costs of materials and supplies furnished by Providing Company in connection with the performance of services under this Agreement; and (5) administrative and general costs attributable to services performed under this Agreement (including reasonable amounts for general office maintenance and depreciation, amortization, return, and related taxes on Providing Company’s general plant investment) determined in accordance with Providing Company’s policies and procedures.

3. Providing Company shall render monthly statements to Receiving Company for services supplied or to be supplied in the manner set forth above. Such statements shall include

Questar Field Services, LLC

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the costs of all services supplied hereunder during the preceding month and may include estimated amounts attributable to services which Providing Company anticipates it will supply during the next succeeding calendar month. All statements so rendered will be due and payable ten (10) days after receipt thereof. Effective January 1, 2018, to the extent that Service Recipient owes intercompany payments or balances to Service Provider, and vice-versa, such payments or balances may be netted against one another, such that the net amount owed between the parties will be paid on a monthly basis from the one to the other, as applicable, subject to the terms of this Agreement.

4. This Agreement shall become effective as of May 1, 2017 and shall continue in force and effect until terminated by either party upon thirty days' written notice of termination.

5. Either party may, without relieving itself of its obligations under this Agreement, assign any of its rights hereunder to a person with which it is affiliated, but otherwise no assignment of this Agreement or any of the rights or obligations hereunder shall be made unless there first shall have been obtained the consent thereto in writing of the other party.

If you approve of this proposal, please indicate your acceptance by executing both copies hereof in the space provided and return one fully executed copy to Providing Company.

Respectfully submitted,

QUESTAR GAS COMPANY

By: Frank A. Wood

Title: SVP - Financial Management

WAW

Accepted and Agreed to:

QUESTAR FIELD SERVICES, LLC

By: 

Title: James R. Chapman
Senior Vice President
Mergers & Acquisitions and Treasurer

Questar Field Services, LLC
May 1, 2017
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EXHIBIT A

**Services Provided from Questar Gas Company
to Questar Field Services, LLC**

SERVICE	YES
1. Accounting	X
2. Legal and Regulatory	X
3. Information Technology, Electronic Transmission and Computer Services	X
4. Software/Hardware Pooling	X
5. Operations	X
6. Business Services	X
7. Risk Management	X
8. Corporate Planning	X
9. Supply Chain	X
10. Rates	X
11. Research	X
12. Tax	X
13. Corporate Secretary	X
14. Environmental Compliance	X
15. Customer Services	X
16. Energy Marketing	X
17. Treasury/Finance	X
18. Office Space and Equipment	X

EXHIBIT B

**Descriptions of Services Provided from Questar Gas Company
to Questar Field Services, LLC**

1. Accounting. Provide advice and assistance to Receiving Company in accounting matters (development of accounting practices, procedures and controls, the maintenance of the general ledger and related subsidiary systems, the preparation and analysis of financial reports, and the processing of certain accounts such as accounts payable, accounts receivable, and payroll).
2. Legal and Regulatory. Provide advice and assistance with respect to legal and regulatory issues as well as regulatory compliance and matters under federal and state laws.
3. Information Technology, Electronic Transmission and Computer Services. Provide the organization and resources for the operation of an information technology function (development, implementation and operation of a centralized data processing facility and the management of a telecommunications network, and the central processing of computerized applications and support of individual applications in Receiving Company). Develop, implement, and process those computerized applications for Receiving Company that can be economically best accomplished on a centralized basis. Develop, implement, and process information technology risk management services and services for the secure protection and transmission of critical and sensitive data.
4. Software/Hardware Pooling. Accept ownership of and rights to use, assign, license or sub-license all software owned, acquired or developed by or for Providing Company which Providing Company can and does transfer or assign to Receiving Company and computer system hardware used with software and enhancements to which Providing Company has legal right. Preserve and protect the rights to all such software to the extent reasonable and appropriate under the circumstances; license Receiving Company, on a non-exclusive, no-charge or at-cost basis, to use all software which Providing Company has the right to sell, license or sub-license; and, at the Receiving Company's expense, permit Receiving Company to enhance any such software and license others to use all such software and enhancements to the extent that Providing Company shall have the legal right to so permit.
5. Operations. Advise and assist Receiving Company in the following matters relating to operational capacity: (i) the preparation and coordination of studying, consulting, planning, designing, inspecting and engineering and construction of facilities of Receiving Company, (ii) the planning, engineering (including maps and records) and construction operations of Receiving Company, (iii) the performance of operations support services, plant and facilities operation, generation outage support, and maintenance and management services, and (iv) the planning, formulation and implementation of load retention, load shaping and conservation and efficiency programs, and integrated resource planning for

Questar Field Services, LLC
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supply-side plans and demand-side management programs. Develop long-range operational programs for Receiving Company and advise and assist Receiving Company in the coordination of such programs with the programs of the other Dominion subsidiaries, subject to federal and state codes and standards of conduct, as applicable. Manage Receiving Company's purchase, movement, transfer, and accounting of fuel and gas volumes.

6. Business Services. Perform: (i) general business support services (printing, mailing, records management and maintenance, and administrative and office services across the enterprise), (ii) office facilities operation (building maintenance and property management, lease/sublease management, and property sales services across the enterprise), (iii) security (physical security support, background investigations, and investigative services across the enterprise), and (iv) fleet services (fleet systems support, management of the acquisition/disposal function, maintenance functions, and fleet management across the entire enterprise).

7. Risk Management. Advise and assist Receiving Company in securing requisite insurance, in the purchase and administration of all property, casualty and marine insurance, in the settlement of insured claims and in providing risk prevention advice.

8. Corporate Planning. Advise and assist Receiving Company in the study and planning of operations, budgets, economic forecasts, capital expenditures and special projects.

9. Supply Chain. Advise and assist Receiving Company in the procurement of real and personal property, materials, supplies and services, conduct purchase negotiations, prepare procurement agreements and administer programs of material control.

10. Rates. Advise and assist Receiving Company in the analysis of their rate structure in the formulation of rate policies, and in the negotiation of large contracts. Advise and assist Receiving Company in proceedings before regulatory bodies involving the rates and operations of Receiving Company and of other competitors where such rates and operations directly or indirectly affect Receiving Company.

11. Research. Investigate and conduct research into problems relating to production, utilization, testing, manufacture, transmission, storage and distribution of energy. Keep abreast of and evaluate for Receiving Company all research developments and programs of significance affecting Receiving Company and the energy industry, conduct research and development in promising areas and advise and assist in the solution of technical problems arising out of Receiving Company's operations.

12. Tax. Advise and assist Receiving Company in the preparation of federal, state and other tax returns, generally advise Receiving Company as to any problems involving taxes, and provide due diligence in connection with acquisitions.

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13. Corporate Secretary. Provide all necessary functions required of a publicly traded company. Coordinate information and activities among owners, the transfer agent, and Board of Directors. Provide direct services to security holders. Prepare and file required annual and interim reports to owners and the U.S. Securities and Exchange Commission. Conduct director meetings and ensure proper maintenance of corporate records.

14. Environmental Compliance. Provide consulting, cleanup, environmental permitting, environmental compliance support, biological and chemical services, environmental reporting, and environmental compliance plan preparation as required by Receiving Company to ensure full compliance with applicable environmental statutes and regulations. Track state and federal environmental regulations. Provide summaries and guidance for Receiving Company personnel to ensure ongoing compliance.

15. Customer Services. Provide services and systems dedicated to customer service, billing, remittance, credit, collections, customer relations, call centers, energy conservation support and metering.

16. Energy Marketing. Provide services and systems dedicated to energy marketing and trading of energy commodities, specifically the provision of all services related to emissions products, renewable energy products, environmental commodities (commodities derived from environmental attributes associated with qualifying types of generation that are required for compliance with applicable federal, state and local laws, as well as any voluntary additional reductions that the Receiving Company has elected to complete). Provide market, credit and operational risk management services and development of marketing and sales programs in physical and financial markets.

17. Treasury/Finance. Provide services related to managing all administrative activities associated with financing and the management of capital structure; cash, credit and risk management activities; investment and commercial banking relationships; oversight of decommissioning trust funds and general financing activities.

18. Office Space and Equipment. Provide use of land, buildings, furnishings, and equipment, and all costs related to these assets – *i.e.*, property taxes, utilities, and maintenance.

May 1, 2017

Questar InfoComm, Inc.
333 South State Street
Salt Lake City, Utah 84111

Ladies and Gentlemen:

This Agreement is entered into by and between Questar Gas Company (“Providing Company”), a Utah corporation, and Questar InfoComm, Inc. (“Receiving Company”), a Utah corporation. Receiving Company has requested that Providing Company provide it with certain services which it may from time to time require in the conduct of its business. Providing Company has agreed to provide such services to Receiving Company upon the terms and conditions hereinafter provided.

Accordingly, in consideration of the mutual promises herein contained, Providing Company and Receiving Company agree as follows:

1. Upon oral or written request by Receiving Company, Providing Company will provide advice and assistance to the Service Recipient in the provision of services elected on Exhibit A attached hereto. Descriptions of the services listed on this Exhibit A are provided on Exhibit B attached hereto. In so doing, Providing Company may arrange for and provide the services of its own qualified personnel, or it may, after consultation with Receiving Company, arrange for and provide the services of such qualified, non-affiliated personnel as Providing Company, in its own opinion, deems necessary or appropriate.

2. All services rendered under and in accordance with this Agreement shall be provided at cost.

The cost of rendering such services shall include: (1) a portion of the salaries and wages of employees of Providing Company determined according to the time devoted by such employees to the performance of services hereunder for Receiving Company; (2) the costs of such employees’ benefits, payroll taxes, and compensated absences attributable to salaries and wages directly billed, as determined in accordance with Providing Company policies and procedures in place from time to time; (3) all other out-of-pocket operating costs, including expenses for transportation, tolls, and other expenses incurred by Providing Company or its employees in connection with the performance of services under this Agreement; (4) the actual costs of materials and supplies furnished by Providing Company in connection with the performance of services under this Agreement; and (5) administrative and general costs attributable to services performed under this Agreement (including reasonable amounts for general office maintenance and depreciation, amortization, return, and related taxes on Providing Company’s general plant investment) determined in accordance with Providing Company’s policies and procedures.

3. Providing Company shall render monthly statements to Receiving Company for services supplied or to be supplied in the manner set forth above. Such statements shall include

Questar InfoComm, Inc.
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the costs of all services supplied hereunder during the preceding month and may include estimated amounts attributable to services which Providing Company anticipates it will supply during the next succeeding calendar month. All statements so rendered will be due and payable ten (10) days after receipt thereof. Effective January 1, 2018, to the extent that Service Recipient owes intercompany payments or balances to Service Provider, and vice-versa, such payments or balances may be netted against one another, such that the net amount owed between the parties will be paid on a monthly basis from the one to the other, as applicable, subject to the terms of this Agreement.

4. This Agreement shall become effective as of May 1, 2017 and shall continue in force and effect until terminated by either party upon thirty days' written notice of termination.

5. Either party may, without relieving itself of its obligations under this Agreement, assign any of its rights hereunder to a person with which it is affiliated, but otherwise no assignment of this Agreement or any of the rights or obligations hereunder shall be made unless there first shall have been obtained the consent thereto in writing of the other party.

If you approve of this proposal, please indicate your acceptance by executing both copies hereof in the space provided and return one fully executed copy to Providing Company.

Respectfully submitted,

QUESTAR GAS COMPANY

By: Frank A. Warr

Title: SVP - Financial Management
WAS

Accepted and Agreed to:

QUESTAR INFOCOMM, INC.

By: [Signature]
Title: James R. Chapman
Senior Vice President
Mergers & Aquisitions and Treasurer

Questar InfoComm, Inc.
May 1, 2017
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EXHIBIT A

**Services Provided from Questar Gas Company
to Questar InfoComm, Inc.**

SERVICE	YES
1. Accounting	X
2. Legal and Regulatory	X
3. Information Technology, Electronic Transmission and Computer Services	X
4. Software/Hardware Pooling	X
5. Operations	X
6. Business Services	X
7. Risk Management	X
8. Corporate Planning	X
9. Supply Chain	X
10. Rates	X
11. Research	X
12. Tax	X
13. Corporate Secretary	X
14. Environmental Compliance	X
15. Customer Services	X
16. Energy Marketing	X
17. Treasury/Finance	X
18. Office Space and Equipment	X

EXHIBIT B

**Descriptions of Services Provided from Questar Gas Company
to Questar InfoComm, Inc.**

1. Accounting. Provide advice and assistance to Receiving Company in accounting matters (development of accounting practices, procedures and controls, the maintenance of the general ledger and related subsidiary systems, the preparation and analysis of financial reports, and the processing of certain accounts such as accounts payable, accounts receivable, and payroll).
2. Legal and Regulatory. Provide advice and assistance with respect to legal and regulatory issues as well as regulatory compliance and matters under federal and state laws.
3. Information Technology, Electronic Transmission and Computer Services. Provide the organization and resources for the operation of an information technology function (development, implementation and operation of a centralized data processing facility and the management of a telecommunications network, and the central processing of computerized applications and support of individual applications in Receiving Company). Develop, implement, and process those computerized applications for Receiving Company that can be economically best accomplished on a centralized basis. Develop, implement, and process information technology risk management services and services for the secure protection and transmission of critical and sensitive data.
4. Software/Hardware Pooling. Accept ownership of and rights to use, assign, license or sub-license all software owned, acquired or developed by or for Providing Company which Providing Company can and does transfer or assign to Receiving Company and computer system hardware used with software and enhancements to which Providing Company has legal right. Preserve and protect the rights to all such software to the extent reasonable and appropriate under the circumstances; license Receiving Company, on a non-exclusive, no-charge or at-cost basis, to use all software which Providing Company has the right to sell, license or sub-license; and, at the Receiving Company's expense, permit Receiving Company to enhance any such software and license others to use all such software and enhancements to the extent that Providing Company shall have the legal right to so permit.
5. Operations. Advise and assist Receiving Company in the following matters relating to operational capacity: (i) the preparation and coordination of studying, consulting, planning, designing, inspecting and engineering and construction of facilities of Receiving Company, (ii) the planning, engineering (including maps and records) and construction operations of Receiving Company, (iii) the performance of operations support services, plant and facilities operation, generation outage support, and maintenance and management services, and (iv) the planning, formulation and implementation of load retention, load shaping and conservation and efficiency programs, and integrated resource planning for

Questar InfoComm, Inc.
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supply-side plans and demand-side management programs. Develop long-range operational programs for Receiving Company and advise and assist Receiving Company in the coordination of such programs with the programs of the other Dominion subsidiaries, subject to federal and state codes and standards of conduct, as applicable. Manage Receiving Company's purchase, movement, transfer, and accounting of fuel and gas volumes.

6. Business Services. Perform: (i) general business support services (printing, mailing, records management and maintenance, and administrative and office services across the enterprise), (ii) office facilities operation (building maintenance and property management, lease/sublease management, and property sales services across the enterprise), (iii) security (physical security support, background investigations, and investigative services across the enterprise), and (iv) fleet services (fleet systems support, management of the acquisition/disposal function, maintenance functions, and fleet management across the entire enterprise).

7. Risk Management. Advise and assist Receiving Company in securing requisite insurance, in the purchase and administration of all property, casualty and marine insurance, in the settlement of insured claims and in providing risk prevention advice.

8. Corporate Planning. Advise and assist Receiving Company in the study and planning of operations, budgets, economic forecasts, capital expenditures and special projects.

9. Supply Chain. Advise and assist Receiving Company in the procurement of real and personal property, materials, supplies and services, conduct purchase negotiations, prepare procurement agreements and administer programs of material control.

10. Rates. Advise and assist Receiving Company in the analysis of their rate structure in the formulation of rate policies, and in the negotiation of large contracts. Advise and assist Receiving Company in proceedings before regulatory bodies involving the rates and operations of Receiving Company and of other competitors where such rates and operations directly or indirectly affect Receiving Company.

11. Research. Investigate and conduct research into problems relating to production, utilization, testing, manufacture, transmission, storage and distribution of energy. Keep abreast of and evaluate for Receiving Company all research developments and programs of significance affecting Receiving Company and the energy industry, conduct research and development in promising areas and advise and assist in the solution of technical problems arising out of Receiving Company's operations.

12. Tax. Advise and assist Receiving Company in the preparation of federal, state and other tax returns, generally advise Receiving Company as to any problems involving taxes, and provide due diligence in connection with acquisitions.

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13. Corporate Secretary. Provide all necessary functions required of a publicly traded company. Coordinate information and activities among owners, the transfer agent, and Board of Directors. Provide direct services to security holders. Prepare and file required annual and interim reports to owners and the U.S. Securities and Exchange Commission. Conduct director meetings and ensure proper maintenance of corporate records.

14. Environmental Compliance. Provide consulting, cleanup, environmental permitting, environmental compliance support, biological and chemical services, environmental reporting, and environmental compliance plan preparation as required by Receiving Company to ensure full compliance with applicable environmental statutes and regulations. Track state and federal environmental regulations. Provide summaries and guidance for Receiving Company personnel to ensure ongoing compliance.

15. Customer Services. Provide services and systems dedicated to customer service, billing, remittance, credit, collections, customer relations, call centers, energy conservation support and metering.

16. Energy Marketing. Provide services and systems dedicated to energy marketing and trading of energy commodities, specifically the provision of all services related to emissions products, renewable energy products, environmental commodities (commodities derived from environmental attributes associated with qualifying types of generation that are required for compliance with applicable federal, state and local laws, as well as any voluntary additional reductions that the Receiving Company has elected to complete). Provide market, credit and operational risk management services and development of marketing and sales programs in physical and financial markets.

17. Treasury/Finance. Provide services related to managing all administrative activities associated with financing and the management of capital structure; cash, credit and risk management activities; investment and commercial banking relationships; oversight of decommissioning trust funds and general financing activities.

18. Office Space and Equipment. Provide use of land, buildings, furnishings, and equipment, and all costs related to these assets – *i.e.*, property taxes, utilities, and maintenance.

May 1, 2017

Questar Project Employee Company
333 South State Street
Salt Lake City, Utah 84111

Ladies and Gentlemen:

This Agreement is entered into by and between Questar Gas Company (“Providing Company”), a Utah corporation, and Questar Project Employee Company (“Receiving Company”), a Utah corporation. Receiving Company has requested that Providing Company provide it with certain services which it may from time to time require in the conduct of its business. Providing Company has agreed to provide such services to Receiving Company upon the terms and conditions hereinafter provided.

Accordingly, in consideration of the mutual promises herein contained, Providing Company and Receiving Company agree as follows:

1. Upon oral or written request by Receiving Company, Providing Company will provide advice and assistance to the Service Recipient in the provision of services elected on Exhibit A attached hereto. Descriptions of the services listed on this Exhibit A are provided on Exhibit B attached hereto. In so doing, Providing Company may arrange for and provide the services of its own qualified personnel, or it may, after consultation with Receiving Company, arrange for and provide the services of such qualified, non-affiliated personnel as Providing Company, in its own opinion, deems necessary or appropriate.

2. All services rendered under and in accordance with this Agreement shall be provided at cost.

The cost of rendering such services shall include: (1) a portion of the salaries and wages of employees of Providing Company determined according to the time devoted by such employees to the performance of services hereunder for Receiving Company; (2) the costs of such employees’ benefits, payroll taxes, and compensated absences attributable to salaries and wages directly billed, as determined in accordance with Providing Company policies and procedures in place from time to time; (3) all other out-of-pocket operating costs, including expenses for transportation, tolls, and other expenses incurred by Providing Company or its employees in connection with the performance of services under this Agreement; (4) the actual costs of materials and supplies furnished by Providing Company in connection with the performance of services under this Agreement; and (5) administrative and general costs attributable to services performed under this Agreement (including reasonable amounts for general office maintenance and depreciation, amortization, return, and related taxes on Providing Company’s general plant investment) determined in accordance with Providing Company’s policies and procedures.

3. Providing Company shall render monthly statements to Receiving Company for services supplied or to be supplied in the manner set forth above. Such statements shall include

Questar Project Employee Company
May 1, 2017
Page 2

the costs of all services supplied hereunder during the preceding month and may include estimated amounts attributable to services which Providing Company anticipates it will supply during the next succeeding calendar month. All statements so rendered will be due and payable ten (10) days after receipt thereof. Effective January 1, 2018, to the extent that Service Recipient owes intercompany payments or balances to Service Provider, and vice-versa, such payments or balances may be netted against one another, such that the net amount owed between the parties will be paid on a monthly basis from the one to the other, as applicable, subject to the terms of this Agreement.

4. This Agreement shall become effective as of May 1, 2017 and shall continue in force and effect until terminated by either party upon thirty days' written notice of termination.

5. Either party may, without relieving itself of its obligations under this Agreement, assign any of its rights hereunder to a person with which it is affiliated, but otherwise no assignment of this Agreement or any of the rights or obligations hereunder shall be made unless there first shall have been obtained the consent thereto in writing of the other party.

If you approve of this proposal, please indicate your acceptance by executing both copies hereof in the space provided and return one fully executed copy to Providing Company.

Respectfully submitted,

QUESTAR GAS COMPANY

By: Frank A. Ward

Title: SVP - Financial Management

WAS B

Accepted and Agreed to:

QUESTAR PROJECT EMPLOYEE
COMPANY

By: [Signature]
Title: James R. Chapman
Senior Vice President
Mergers & Aquisitions and Treasurer

Questar Project Employee Company
May 1, 2017
Page 3

EXHIBIT A

**Services Provided from Questar Gas Company
to Questar Project Employee Company**

SERVICE	YES
1. Accounting	X
2. Legal and Regulatory	X
3. Information Technology, Electronic Transmission and Computer Services	X
4. Software/Hardware Pooling	X
5. Operations	X
6. Business Services	X
7. Risk Management	X
8. Corporate Planning	X
9. Supply Chain	X
10. Rates	X
11. Research	X
12. Tax	X
13. Corporate Secretary	X
14. Environmental Compliance	X
15. Customer Services	X
16. Energy Marketing	X
17. Treasury/Finance	X
18. Office Space and Equipment	X

EXHIBIT B

**Descriptions of Services Provided from Questar Gas Company
to Questar Project Employee Company**

1. Accounting. Provide advice and assistance to Receiving Company in accounting matters (development of accounting practices, procedures and controls, the maintenance of the general ledger and related subsidiary systems, the preparation and analysis of financial reports, and the processing of certain accounts such as accounts payable, accounts receivable, and payroll).
2. Legal and Regulatory. Provide advice and assistance with respect to legal and regulatory issues as well as regulatory compliance and matters under federal and state laws.
3. Information Technology, Electronic Transmission and Computer Services. Provide the organization and resources for the operation of an information technology function (development, implementation and operation of a centralized data processing facility and the management of a telecommunications network, and the central processing of computerized applications and support of individual applications in Receiving Company). Develop, implement, and process those computerized applications for Receiving Company that can be economically best accomplished on a centralized basis. Develop, implement, and process information technology risk management services and services for the secure protection and transmission of critical and sensitive data.
4. Software/Hardware Pooling. Accept ownership of and rights to use, assign, license or sub-license all software owned, acquired or developed by or for Providing Company which Providing Company can and does transfer or assign to Receiving Company and computer system hardware used with software and enhancements to which Providing Company has legal right. Preserve and protect the rights to all such software to the extent reasonable and appropriate under the circumstances; license Receiving Company, on a non-exclusive, no-charge or at-cost basis, to use all software which Providing Company has the right to sell, license or sub-license; and, at the Receiving Company's expense, permit Receiving Company to enhance any such software and license others to use all such software and enhancements to the extent that Providing Company shall have the legal right to so permit.
5. Operations. Advise and assist Receiving Company in the following matters relating to operational capacity: (i) the preparation and coordination of studying, consulting, planning, designing, inspecting and engineering and construction of facilities of Receiving Company, (ii) the planning, engineering (including maps and records) and construction operations of Receiving Company, (iii) the performance of operations support services, plant and facilities operation, generation outage support, and maintenance and management services, and (iv) the planning, formulation and implementation of load retention, load shaping and conservation and efficiency programs, and integrated resource planning for

supply-side plans and demand-side management programs. Develop long-range operational programs for Receiving Company and advise and assist Receiving Company in the coordination of such programs with the programs of the other Dominion subsidiaries, subject to federal and state codes and standards of conduct, as applicable. Manage Receiving Company's purchase, movement, transfer, and accounting of fuel and gas volumes.

6. Business Services. Perform: (i) general business support services (printing, mailing, records management and maintenance, and administrative and office services across the enterprise), (ii) office facilities operation (building maintenance and property management, lease/sublease management, and property sales services across the enterprise), (iii) security (physical security support, background investigations, and investigative services across the enterprise), and (iv) fleet services (fleet systems support, management of the acquisition/disposal function, maintenance functions, and fleet management across the entire enterprise).

7. Risk Management. Advise and assist Receiving Company in securing requisite insurance, in the purchase and administration of all property, casualty and marine insurance, in the settlement of insured claims and in providing risk prevention advice.

8. Corporate Planning. Advise and assist Receiving Company in the study and planning of operations, budgets, economic forecasts, capital expenditures and special projects.

9. Supply Chain. Advise and assist Receiving Company in the procurement of real and personal property, materials, supplies and services, conduct purchase negotiations, prepare procurement agreements and administer programs of material control.

10. Rates. Advise and assist Receiving Company in the analysis of their rate structure in the formulation of rate policies, and in the negotiation of large contracts. Advise and assist Receiving Company in proceedings before regulatory bodies involving the rates and operations of Receiving Company and of other competitors where such rates and operations directly or indirectly affect Receiving Company.

11. Research. Investigate and conduct research into problems relating to production, utilization, testing, manufacture, transmission, storage and distribution of energy. Keep abreast of and evaluate for Receiving Company all research developments and programs of significance affecting Receiving Company and the energy industry, conduct research and development in promising areas and advise and assist in the solution of technical problems arising out of Receiving Company's operations.

12. Tax. Advise and assist Receiving Company in the preparation of federal, state and other tax returns, generally advise Receiving Company as to any problems involving taxes, and provide due diligence in connection with acquisitions.

Questar Project Employee Company
May 1, 2017
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13. Corporate Secretary. Provide all necessary functions required of a publicly traded company. Coordinate information and activities among owners, the transfer agent, and Board of Directors. Provide direct services to security holders. Prepare and file required annual and interim reports to owners and the U.S. Securities and Exchange Commission. Conduct director meetings and ensure proper maintenance of corporate records.

14. Environmental Compliance. Provide consulting, cleanup, environmental permitting, environmental compliance support, biological and chemical services, environmental reporting, and environmental compliance plan preparation as required by Receiving Company to ensure full compliance with applicable environmental statutes and regulations. Track state and federal environmental regulations. Provide summaries and guidance for Receiving Company personnel to ensure ongoing compliance.

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18. Office Space and Equipment. Provide use of land, buildings, furnishings, and equipment, and all costs related to these assets – *i.e.*, property taxes, utilities, and maintenance.

May 1, 2017

Questar Gas Company
333 South State Street
Salt Lake City, Utah 84145-0360

Ladies and Gentlemen:

This Agreement is entered into by and between Questar Project Employee Company (“Providing Company”), a Utah corporation, and Questar Gas Company (“Receiving Company”), a Utah corporation. Receiving Company has requested that Providing Company provide it with certain services which it may from time to time require in the conduct of its business. Providing Company has agreed to provide such services to Receiving Company upon the terms and conditions hereinafter provided.

Accordingly, in consideration of the mutual promises herein contained, Providing Company and Receiving Company agree as follows:

1. Upon oral or written request by Receiving Company, Providing Company will provide advice and assistance to the Service Recipient in the provision of services elected on Exhibit A attached hereto. Descriptions of the services listed on this Exhibit A are provided on Exhibit B attached hereto. In so doing, Providing Company may arrange for and provide the services of its own qualified personnel, or it may, after consultation with Receiving Company, arrange for and provide the services of such qualified, non-affiliated personnel as Providing Company, in its own opinion, deems necessary or appropriate.

2. All services rendered under and in accordance with this Agreement shall be provided at cost.

The cost of rendering such services shall include: (1) a portion of the salaries and wages of employees of Providing Company determined according to the time devoted by such employees to the performance of services hereunder for Receiving Company; (2) the costs of such employees’ benefits, payroll taxes, and compensated absences attributable to salaries and wages directly billed, as determined in accordance with Providing Company policies and procedures in place from time to time; (3) all other out-of-pocket operating costs, including expenses for transportation, tolls, and other expenses incurred by Providing Company or its employees in connection with the performance of services under this Agreement; (4) the actual costs of materials and supplies furnished by Providing Company in connection with the performance of services under this Agreement; and (5) administrative and general costs attributable to services performed under this Agreement (including reasonable amounts for general office maintenance and depreciation, amortization, return, and related taxes on Providing Company’s general plant investment) determined in accordance with Providing Company’s policies and procedures.

3. Providing Company shall render monthly statements to Receiving Company for services supplied or to be supplied in the manner set forth above. Such statements shall include

Questar Gas Company
May 1, 2017
Page 2

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4. This Agreement shall become effective as of May 1, 2017 and shall continue in force and effect until terminated by either party upon thirty days' written notice of termination.

5. Either party may, without relieving itself of its obligations under this Agreement, assign any of its rights hereunder to a person with which it is affiliated, but otherwise no assignment of this Agreement or any of the rights or obligations hereunder shall be made unless there first shall have been obtained the consent thereto in writing of the other party.

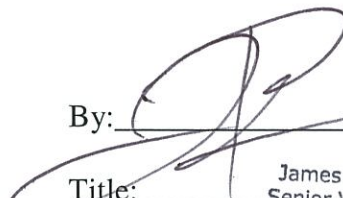
If you approve of this proposal, please indicate your acceptance by executing both copies hereof in the space provided and return one fully executed copy to Providing Company.

Respectfully submitted,

QUESTAR PROJECT EMPLOYEE
COMPANY

By: _____

Title: _____



James R. Chapman
Senior Vice President
Mergers & Aquisitions and Treasurer

Accepted and Agreed to:

QUESTAR GAS COMPANY

By: _____

Title: Senior Vice President - Financial
Management

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Questar Gas Company
May 1, 2017
Page 3

EXHIBIT A

**Services Provided from Questar Project Employee Company
to Questar Gas Company**

SERVICE	YES
1. Accounting	X
2. Legal and Regulatory	X
3. Information Technology, Electronic Transmission and Computer Services	X
4. Software/Hardware Pooling	X
5. Operations	X
6. Business Services	X
7. Risk Management	X
8. Corporate Planning	X
9. Supply Chain	X
10. Rates	X
11. Research	X
12. Tax	X
13. Corporate Secretary	X
14. Environmental Compliance	X
15. Customer Services	X
16. Energy Marketing	X
17. Treasury/Finance	X
18. Office Space and Equipment	X

EXHIBIT B

**Descriptions of Services Provided from Questar Project Employee Company
to Questar Gas Company**

1. Accounting. Provide advice and assistance to Receiving Company in accounting matters (development of accounting practices, procedures and controls, the maintenance of the general ledger and related subsidiary systems, the preparation and analysis of financial reports, and the processing of certain accounts such as accounts payable, accounts receivable, and payroll).
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4. Software/Hardware Pooling. Accept ownership of and rights to use, assign, license or sub-license all software owned, acquired or developed by or for Providing Company which Providing Company can and does transfer or assign to Receiving Company and computer system hardware used with software and enhancements to which Providing Company has legal right. Preserve and protect the rights to all such software to the extent reasonable and appropriate under the circumstances; license Receiving Company, on a non-exclusive, no-charge or at-cost basis, to use all software which Providing Company has the right to sell, license or sub-license; and, at the Receiving Company's expense, permit Receiving Company to enhance any such software and license others to use all such software and enhancements to the extent that Providing Company shall have the legal right to so permit.
5. Operations. Advise and assist Receiving Company in the following matters relating to operational capacity: (i) the preparation and coordination of studying, consulting, planning, designing, inspecting and engineering and construction of facilities of Receiving Company, (ii) the planning, engineering (including maps and records) and construction operations of Receiving Company, (iii) the performance of operations support services, plant and facilities operation, generation outage support, and maintenance and management services, and (iv) the planning, formulation and implementation of load retention, load shaping and conservation and efficiency programs, and integrated resource planning for

Questar Gas Company
May 1, 2017
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12. Tax. Advise and assist Receiving Company in the preparation of federal, state and other tax returns, generally advise Receiving Company as to any problems involving taxes, and provide due diligence in connection with acquisitions.

Questar Gas Company
May 1, 2017
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13. Corporate Secretary. Provide all necessary functions required of a publicly traded company. Coordinate information and activities among owners, the transfer agent, and Board of Directors. Provide direct services to security holders. Prepare and file required annual and interim reports to owners and the U.S. Securities and Exchange Commission. Conduct director meetings and ensure proper maintenance of corporate records.

14. Environmental Compliance. Provide consulting, cleanup, environmental permitting, environmental compliance support, biological and chemical services, environmental reporting, and environmental compliance plan preparation as required by Receiving Company to ensure full compliance with applicable environmental statutes and regulations. Track state and federal environmental regulations. Provide summaries and guidance for Receiving Company personnel to ensure ongoing compliance.

15. Customer Services. Provide services and systems dedicated to customer service, billing, remittance, credit, collections, customer relations, call centers, energy conservation support and metering.

16. Energy Marketing. Provide services and systems dedicated to energy marketing and trading of energy commodities, specifically the provision of all services related to emissions products, renewable energy products, environmental commodities (commodities derived from environmental attributes associated with qualifying types of generation that are required for compliance with applicable federal, state and local laws, as well as any voluntary additional reductions that the Receiving Company has elected to complete). Provide market, credit and operational risk management services and development of marketing and sales programs in physical and financial markets.

17. Treasury/Finance. Provide services related to managing all administrative activities associated with financing and the management of capital structure; cash, credit and risk management activities; investment and commercial banking relationships; oversight of decommissioning trust funds and general financing activities.

18. Office Space and Equipment. Provide use of land, buildings, furnishings, and equipment, and all costs related to these assets – *i.e.*, property taxes, utilities, and maintenance.

May 1, 2017

Questar Southern Trails Pipeline Corporation
333 South State Street
Post Office Box 45433
Salt Lake City, Utah 84145

Ladies and Gentlemen:

This Agreement is entered into by and between Questar Gas Company (“Providing Company”), a Utah corporation, and Questar Southern Trails Pipeline Corporation (“Receiving Company”), a Utah corporation. Receiving Company has requested that Providing Company provide it with certain services which it may from time to time require in the conduct of its business. Providing Company has agreed to provide such services to Receiving Company upon the terms and conditions hereinafter provided.

Accordingly, in consideration of the mutual promises herein contained, Providing Company and Receiving Company agree as follows:

1. Upon oral or written request by Receiving Company, Providing Company will provide advice and assistance to the Service Recipient in the provision of services elected on Exhibit A attached hereto. Descriptions of the services listed on this Exhibit A are provided on Exhibit B attached hereto. In so doing, Providing Company may arrange for and provide the services of its own qualified personnel, or it may, after consultation with Receiving Company, arrange for and provide the services of such qualified, non-affiliated personnel as Providing Company, in its own opinion, deems necessary or appropriate.
2. All services rendered under and in accordance with this Agreement shall be provided at cost.

The cost of rendering such services shall include: (1) a portion of the salaries and wages of employees of Providing Company determined according to the time devoted by such employees to the performance of services hereunder for Receiving Company; (2) the costs of such employees’ benefits, payroll taxes, and compensated absences attributable to salaries and wages directly billed, as determined in accordance with Providing Company policies and procedures in place from time to time; (3) all other out-of-pocket operating costs, including expenses for transportation, tolls, and other expenses incurred by Providing Company or its employees in connection with the performance of services under this Agreement; (4) the actual costs of materials and supplies furnished by Providing Company in connection with the performance of services under this Agreement; and (5) administrative and general costs attributable to services performed under this Agreement (including reasonable amounts for general office maintenance and depreciation, amortization, return, and related taxes on Providing Company’s general plant investment) determined in accordance with Providing Company’s policies and procedures.

Questar Southern Trails Pipeline Corporation
May 1, 2017
Page 2

3. Providing Company shall render monthly statements to Receiving Company for services supplied or to be supplied in the manner set forth above. Such statements shall include the costs of all services supplied hereunder during the preceding month and may include estimated amounts attributable to services which Providing Company anticipates it will supply during the next succeeding calendar month. All statements so rendered will be due and payable ten (10) days after receipt thereof. Effective January 1, 2018, to the extent that Service Recipient owes intercompany payments or balances to Service Provider, and vice-versa, such payments or balances may be netted against one another, such that the net amount owed between the parties will be paid on a monthly basis from the one to the other, as applicable, subject to the terms of this Agreement.

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5. Either party may, without relieving itself of its obligations under this Agreement, assign any of its rights hereunder to a person with which it is affiliated, but otherwise no assignment of this Agreement or any of the rights or obligations hereunder shall be made unless there first shall have been obtained the consent thereto in writing of the other party.

If you approve of this proposal, please indicate your acceptance by executing both copies hereof in the space provided and return one fully executed copy to Providing Company.

Respectfully submitted,

QUESTAR GAS COMPANY

By: Frank A. Wood

Title: SVP - Financial Management
wtsj

Accepted and Agreed to:

QUESTAR SOUTHERN TRAILS
PIPELINE CORPORATION

By: [Signature]
James R. Chapman
Senior Vice President
Title: Mergers & Acquisitions and Treasurer

Questar Southern Trails Pipeline Corporation
May 1, 2017
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EXHIBIT A

**Services Provided from Questar Gas Company
to Questar Southern Trails Pipeline Corporation**

SERVICE	YES
1. Accounting	X
2. Legal and Regulatory	X
3. Information Technology, Electronic Transmission and Computer Services	X
4. Software/Hardware Pooling	X
5. Operations	X
6. Business Services	X
7. Risk Management	X
8. Corporate Planning	X
9. Supply Chain	X
10. Rates	X
11. Research	X
12. Tax	X
13. Corporate Secretary	X
14. Environmental Compliance	X
15. Customer Services	X
16. Energy Marketing	X
17. Treasury/Finance	X
18. Office Space and Equipment	X

EXHIBIT B

**Descriptions of Services Provided from Questar Gas Company
to Questar Southern Trails Pipeline Corporation**

1. Accounting. Provide advice and assistance to Receiving Company in accounting matters (development of accounting practices, procedures and controls, the maintenance of the general ledger and related subsidiary systems, the preparation and analysis of financial reports, and the processing of certain accounts such as accounts payable, accounts receivable, and payroll).
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4. Software/Hardware Pooling. Accept ownership of and rights to use, assign, license or sub-license all software owned, acquired or developed by or for Providing Company which Providing Company can and does transfer or assign to Receiving Company and computer system hardware used with software and enhancements to which Providing Company has legal right. Preserve and protect the rights to all such software to the extent reasonable and appropriate under the circumstances; license Receiving Company, on a non-exclusive, no-charge or at-cost basis, to use all software which Providing Company has the right to sell, license or sub-license; and, at the Receiving Company's expense, permit Receiving Company to enhance any such software and license others to use all such software and enhancements to the extent that Providing Company shall have the legal right to so permit.
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Questar Southern Trails Pipeline Corporation
May 1, 2017
Page 5

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Questar Southern Trails Pipeline Corporation
May 1, 2017
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15. Customer Services. Provide services and systems dedicated to customer service, billing, remittance, credit, collections, customer relations, call centers, energy conservation support and metering.

16. Energy Marketing. Provide services and systems dedicated to energy marketing and trading of energy commodities, specifically the provision of all services related to emissions products, renewable energy products, environmental commodities (commodities derived from environmental attributes associated with qualifying types of generation that are required for compliance with applicable federal, state and local laws, as well as any voluntary additional reductions that the Receiving Company has elected to complete). Provide market, credit and operational risk management services and development of marketing and sales programs in physical and financial markets.

17. Treasury/Finance. Provide services related to managing all administrative activities associated with financing and the management of capital structure; cash, credit and risk management activities; investment and commercial banking relationships; oversight of decommissioning trust funds and general financing activities.

18. Office Space and Equipment. Provide use of land, buildings, furnishings, and equipment, and all costs related to these assets – *i.e.*, property taxes, utilities, and maintenance.

May 1, 2017

Questar White River Hub, LLC
333 South State Street
Salt Lake City, Utah 84111

Ladies and Gentlemen:

This Agreement is entered into by and between Questar Gas Company (“Providing Company”), a Utah corporation, and Questar White River Hub, LLC (“Receiving Company”), a Utah limited liability company. Receiving Company has requested that Providing Company provide it with certain services which it may from time to time require in the conduct of its business. Providing Company has agreed to provide such services to Receiving Company upon the terms and conditions hereinafter provided.

Accordingly, in consideration of the mutual promises herein contained, Providing Company and Receiving Company agree as follows:

1. Upon oral or written request by Receiving Company, Providing Company will provide advice and assistance to the Service Recipient in the provision of services elected on Exhibit A attached hereto. Descriptions of the services listed on this Exhibit A are provided on Exhibit B attached hereto. In so doing, Providing Company may arrange for and provide the services of its own qualified personnel, or it may, after consultation with Receiving Company, arrange for and provide the services of such qualified, non-affiliated personnel as Providing Company, in its own opinion, deems necessary or appropriate.

2. All services rendered under and in accordance with this Agreement shall be provided at cost.

The cost of rendering such services shall include: (1) a portion of the salaries and wages of employees of Providing Company determined according to the time devoted by such employees to the performance of services hereunder for Receiving Company; (2) the costs of such employees’ benefits, payroll taxes, and compensated absences attributable to salaries and wages directly billed, as determined in accordance with Providing Company policies and procedures in place from time to time; (3) all other out-of-pocket operating costs, including expenses for transportation, tolls, and other expenses incurred by Providing Company or its employees in connection with the performance of services under this Agreement; (4) the actual costs of materials and supplies furnished by Providing Company in connection with the performance of services under this Agreement; and (5) administrative and general costs attributable to services performed under this Agreement (including reasonable amounts for general office maintenance and depreciation, amortization, return, and related taxes on Providing Company’s general plant investment) determined in accordance with Providing Company’s policies and procedures.

3. Providing Company shall render monthly statements to Receiving Company for services supplied or to be supplied in the manner set forth above. Such statements shall include

Questar White River Hub, LLC
May 1, 2017
Page 2

the costs of all services supplied hereunder during the preceding month and may include estimated amounts attributable to services which Providing Company anticipates it will supply during the next succeeding calendar month. All statements so rendered will be due and payable ten (10) days after receipt thereof. Effective January 1, 2018, to the extent that Service Recipient owes intercompany payments or balances to Service Provider, and vice-versa, such payments or balances may be netted against one another, such that the net amount owed between the parties will be paid on a monthly basis from the one to the other, as applicable, subject to the terms of this Agreement.

4. This Agreement shall become effective as of May 1, 2017 and shall continue in force and effect until terminated by either party upon thirty days' written notice of termination.

5. Either party may, without relieving itself of its obligations under this Agreement, assign any of its rights hereunder to a person with which it is affiliated, but otherwise no assignment of this Agreement or any of the rights or obligations hereunder shall be made unless there first shall have been obtained the consent thereto in writing of the other party.

If you approve of this proposal, please indicate your acceptance by executing both copies hereof in the space provided and return one fully executed copy to Providing Company.

Respectfully submitted,

QUESTAR GAS COMPANY

By: Frank S. Wood

Title: SVP - Financial Management

WAS?

Accepted and Agreed to:

QUESTAR WHITE RIVER HUB, LLC

By: [Signature]
Title: James R. Chapman
Senior Vice President
Mergers & Acquisitions and Treasurer

Questar White River Hub, LLC
May 1, 2017
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EXHIBIT A

**Services Provided from Questar Gas Company
to Questar White River Hub, LLC**

SERVICE	YES
1. Accounting	X
2. Legal and Regulatory	X
3. Information Technology, Electronic Transmission and Computer Services	X
4. Software/Hardware Pooling	X
5. Operations	X
6. Business Services	X
7. Risk Management	X
8. Corporate Planning	X
9. Supply Chain	X
10. Rates	X
11. Research	X
12. Tax	X
13. Corporate Secretary	X
14. Environmental Compliance	X
15. Customer Services	X
16. Energy Marketing	X
17. Treasury/Finance	X
18. Office Space and Equipment	X

EXHIBIT B

**Descriptions of Services Provided from Questar Gas Company
to Questar White River Hub, LLC**

1. Accounting. Provide advice and assistance to Receiving Company in accounting matters (development of accounting practices, procedures and controls, the maintenance of the general ledger and related subsidiary systems, the preparation and analysis of financial reports, and the processing of certain accounts such as accounts payable, accounts receivable, and payroll).
2. Legal and Regulatory. Provide advice and assistance with respect to legal and regulatory issues as well as regulatory compliance and matters under federal and state laws.
3. Information Technology, Electronic Transmission and Computer Services. Provide the organization and resources for the operation of an information technology function (development, implementation and operation of a centralized data processing facility and the management of a telecommunications network, and the central processing of computerized applications and support of individual applications in Receiving Company). Develop, implement, and process those computerized applications for Receiving Company that can be economically best accomplished on a centralized basis. Develop, implement, and process information technology risk management services and services for the secure protection and transmission of critical and sensitive data.
4. Software/Hardware Pooling. Accept ownership of and rights to use, assign, license or sub-license all software owned, acquired or developed by or for Providing Company which Providing Company can and does transfer or assign to Receiving Company and computer system hardware used with software and enhancements to which Providing Company has legal right. Preserve and protect the rights to all such software to the extent reasonable and appropriate under the circumstances; license Receiving Company, on a non-exclusive, no-charge or at-cost basis, to use all software which Providing Company has the right to sell, license or sub-license; and, at the Receiving Company's expense, permit Receiving Company to enhance any such software and license others to use all such software and enhancements to the extent that Providing Company shall have the legal right to so permit.
5. Operations. Advise and assist Receiving Company in the following matters relating to operational capacity: (i) the preparation and coordination of studying, consulting, planning, designing, inspecting and engineering and construction of facilities of Receiving Company, (ii) the planning, engineering (including maps and records) and construction operations of Receiving Company, (iii) the performance of operations support services, plant and facilities operation, generation outage support, and maintenance and management services, and (iv) the planning, formulation and implementation of load retention, load shaping and conservation and efficiency programs, and integrated resource planning for

Questar White River Hub, LLC
May 1, 2017
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supply-side plans and demand-side management programs. Develop long-range operational programs for Receiving Company and advise and assist Receiving Company in the coordination of such programs with the programs of the other Dominion subsidiaries, subject to federal and state codes and standards of conduct, as applicable. Manage Receiving Company's purchase, movement, transfer, and accounting of fuel and gas volumes.

6. Business Services. Perform: (i) general business support services (printing, mailing, records management and maintenance, and administrative and office services across the enterprise), (ii) office facilities operation (building maintenance and property management, lease/sublease management, and property sales services across the enterprise), (iii) security (physical security support, background investigations, and investigative services across the enterprise), and (iv) fleet services (fleet systems support, management of the acquisition/disposal function, maintenance functions, and fleet management across the entire enterprise).

7. Risk Management. Advise and assist Receiving Company in securing requisite insurance, in the purchase and administration of all property, casualty and marine insurance, in the settlement of insured claims and in providing risk prevention advice.

8. Corporate Planning. Advise and assist Receiving Company in the study and planning of operations, budgets, economic forecasts, capital expenditures and special projects.

9. Supply Chain. Advise and assist Receiving Company in the procurement of real and personal property, materials, supplies and services, conduct purchase negotiations, prepare procurement agreements and administer programs of material control.

10. Rates. Advise and assist Receiving Company in the analysis of their rate structure in the formulation of rate policies, and in the negotiation of large contracts. Advise and assist Receiving Company in proceedings before regulatory bodies involving the rates and operations of Receiving Company and of other competitors where such rates and operations directly or indirectly affect Receiving Company.

11. Research. Investigate and conduct research into problems relating to production, utilization, testing, manufacture, transmission, storage and distribution of energy. Keep abreast of and evaluate for Receiving Company all research developments and programs of significance affecting Receiving Company and the energy industry, conduct research and development in promising areas and advise and assist in the solution of technical problems arising out of Receiving Company's operations.

12. Tax. Advise and assist Receiving Company in the preparation of federal, state and other tax returns, generally advise Receiving Company as to any problems involving taxes, and provide due diligence in connection with acquisitions.

Questar White River Hub, LLC
May 1, 2017
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13. Corporate Secretary. Provide all necessary functions required of a publicly traded company. Coordinate information and activities among owners, the transfer agent, and Board of Directors. Provide direct services to security holders. Prepare and file required annual and interim reports to owners and the U.S. Securities and Exchange Commission. Conduct director meetings and ensure proper maintenance of corporate records.

14. Environmental Compliance. Provide consulting, cleanup, environmental permitting, environmental compliance support, biological and chemical services, environmental reporting, and environmental compliance plan preparation as required by Receiving Company to ensure full compliance with applicable environmental statutes and regulations. Track state and federal environmental regulations. Provide summaries and guidance for Receiving Company personnel to ensure ongoing compliance.

15. Customer Services. Provide services and systems dedicated to customer service, billing, remittance, credit, collections, customer relations, call centers, energy conservation support and metering.

16. Energy Marketing. Provide services and systems dedicated to energy marketing and trading of energy commodities, specifically the provision of all services related to emissions products, renewable energy products, environmental commodities (commodities derived from environmental attributes associated with qualifying types of generation that are required for compliance with applicable federal, state and local laws, as well as any voluntary additional reductions that the Receiving Company has elected to complete). Provide market, credit and operational risk management services and development of marketing and sales programs in physical and financial markets.

17. Treasury/Finance. Provide services related to managing all administrative activities associated with financing and the management of capital structure; cash, credit and risk management activities; investment and commercial banking relationships; oversight of decommissioning trust funds and general financing activities.

18. Office Space and Equipment. Provide use of land, buildings, furnishings, and equipment, and all costs related to these assets – *i.e.*, property taxes, utilities, and maintenance.

May 1, 2017

Wexpro Company
333 South State Street
Post Office Box 45003
Salt Lake City, Utah 84145-0003

Ladies and Gentlemen:

This Agreement is entered into by and between Questar Gas Company (“Providing Company”), a Utah corporation, and Wexpro Company (“Receiving Company”), a Utah corporation. Receiving Company has requested that Providing Company provide it with certain services which it may from time to time require in the conduct of its business. Providing Company has agreed to provide such services to Receiving Company upon the terms and conditions hereinafter provided.

Accordingly, in consideration of the mutual promises herein contained, Providing Company and Receiving Company agree as follows:

1. Upon oral or written request by Receiving Company, Providing Company will provide advice and assistance to the Service Recipient in the provision of services elected on Exhibit A attached hereto. Descriptions of the services listed on this Exhibit A are provided on Exhibit B attached hereto. In so doing, Providing Company may arrange for and provide the services of its own qualified personnel, or it may, after consultation with Receiving Company, arrange for and provide the services of such qualified, non-affiliated personnel as Providing Company, in its own opinion, deems necessary or appropriate.

2. All services rendered under and in accordance with this Agreement shall be provided at cost.

The cost of rendering such services shall include: (1) a portion of the salaries and wages of employees of Providing Company determined according to the time devoted by such employees to the performance of services hereunder for Receiving Company; (2) the costs of such employees’ benefits, payroll taxes, and compensated absences attributable to salaries and wages directly billed, as determined in accordance with Providing Company policies and procedures in place from time to time; (3) all other out-of-pocket operating costs, including expenses for transportation, tolls, and other expenses incurred by Providing Company or its employees in connection with the performance of services under this Agreement; (4) the actual costs of materials and supplies furnished by Providing Company in connection with the performance of services under this Agreement; and (5) administrative and general costs attributable to services performed under this Agreement (including reasonable amounts for general office maintenance and depreciation, amortization, return, and related taxes on Providing Company’s general plant investment) determined in accordance with Providing Company’s policies and procedures.

Wexpro Company
May 1, 2017
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3. Providing Company shall render monthly statements to Receiving Company for services supplied or to be supplied in the manner set forth above. Such statements shall include the costs of all services supplied hereunder during the preceding month and may include estimated amounts attributable to services which Providing Company anticipates it will supply during the next succeeding calendar month. All statements so rendered will be due and payable ten (10) days after receipt thereof. Effective January 1, 2018, to the extent that Service Recipient owes intercompany payments or balances to Service Provider, and vice-versa, such payments or balances may be netted against one another, such that the net amount owed between the parties will be paid on a monthly basis from the one to the other, as applicable, subject to the terms of this Agreement.

4. This Agreement shall become effective as of May 1, 2017 and shall continue in force and effect until terminated by either party upon thirty days' written notice of termination.

5. Either party may, without relieving itself of its obligations under this Agreement, assign any of its rights hereunder to a person with which it is affiliated, but otherwise no assignment of this Agreement or any of the rights or obligations hereunder shall be made unless there first shall have been obtained the consent thereto in writing of the other party.

If you approve of this proposal, please indicate your acceptance by executing both copies hereof in the space provided and return one fully executed copy to Providing Company.

Respectfully submitted,

QUESTAR GAS COMPANY

By: Frank A. Wood

Title: SVP - Financial Management

utts R

Accepted and Agreed to:

WEXPRO COMPANY

By: [Signature]
Title: James R. Chapman
Senior Vice President
Mergers & Acquisitions and Treasurer

Wexpro Company
May 1, 2017
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EXHIBIT A

**Services Provided from Questar Gas Company
to Wexpro Company**

SERVICE	YES
1. Accounting	X
2. Legal and Regulatory	X
3. Information Technology, Electronic Transmission and Computer Services	X
4. Software/Hardware Pooling	X
5. Operations	X
6. Business Services	X
7. Risk Management	X
8. Corporate Planning	X
9. Supply Chain	X
10. Rates	X
11. Research	X
12. Tax	X
13. Corporate Secretary	X
14. Environmental Compliance	X
15. Customer Services	X
16. Energy Marketing	X
17. Treasury/Finance	X
18. Office Space and Equipment	X

EXHIBIT B

**Descriptions of Services Provided from Questar Gas Company
to Wexpro Company**

1. Accounting. Provide advice and assistance to Receiving Company in accounting matters (development of accounting practices, procedures and controls, the maintenance of the general ledger and related subsidiary systems, the preparation and analysis of financial reports, and the processing of certain accounts such as accounts payable, accounts receivable, and payroll).
2. Legal and Regulatory. Provide advice and assistance with respect to legal and regulatory issues as well as regulatory compliance and matters under federal and state laws.
3. Information Technology, Electronic Transmission and Computer Services. Provide the organization and resources for the operation of an information technology function (development, implementation and operation of a centralized data processing facility and the management of a telecommunications network, and the central processing of computerized applications and support of individual applications in Receiving Company). Develop, implement, and process those computerized applications for Receiving Company that can be economically best accomplished on a centralized basis. Develop, implement, and process information technology risk management services and services for the secure protection and transmission of critical and sensitive data.
4. Software/Hardware Pooling. Accept ownership of and rights to use, assign, license or sub-license all software owned, acquired or developed by or for Providing Company which Providing Company can and does transfer or assign to Receiving Company and computer system hardware used with software and enhancements to which Providing Company has legal right. Preserve and protect the rights to all such software to the extent reasonable and appropriate under the circumstances; license Receiving Company, on a non-exclusive, no-charge or at-cost basis, to use all software which Providing Company has the right to sell, license or sub-license; and, at the Receiving Company's expense, permit Receiving Company to enhance any such software and license others to use all such software and enhancements to the extent that Providing Company shall have the legal right to so permit.
5. Operations. Advise and assist Receiving Company in the following matters relating to operational capacity: (i) the preparation and coordination of studying, consulting, planning, designing, inspecting and engineering and construction of facilities of Receiving Company, (ii) the planning, engineering (including maps and records) and construction operations of Receiving Company, (iii) the performance of operations support services, plant and facilities operation, generation outage support, and maintenance and management services, and (iv) the planning, formulation and implementation of load retention, load shaping and conservation and efficiency programs, and integrated resource planning for

Wexpro Company
May 1, 2017
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supply-side plans and demand-side management programs. Develop long-range operational programs for Receiving Company and advise and assist Receiving Company in the coordination of such programs with the programs of the other Dominion subsidiaries, subject to federal and state codes and standards of conduct, as applicable. Manage Receiving Company's purchase, movement, transfer, and accounting of fuel and gas volumes.

6. Business Services. Perform: (i) general business support services (printing, mailing, records management and maintenance, and administrative and office services across the enterprise), (ii) office facilities operation (building maintenance and property management, lease/sublease management, and property sales services across the enterprise), (iii) security (physical security support, background investigations, and investigative services across the enterprise), and (iv) fleet services (fleet systems support, management of the acquisition/disposal function, maintenance functions, and fleet management across the entire enterprise).

7. Risk Management. Advise and assist Receiving Company in securing requisite insurance, in the purchase and administration of all property, casualty and marine insurance, in the settlement of insured claims and in providing risk prevention advice.

8. Corporate Planning. Advise and assist Receiving Company in the study and planning of operations, budgets, economic forecasts, capital expenditures and special projects.

9. Supply Chain. Advise and assist Receiving Company in the procurement of real and personal property, materials, supplies and services, conduct purchase negotiations, prepare procurement agreements and administer programs of material control.

10. Rates. Advise and assist Receiving Company in the analysis of their rate structure in the formulation of rate policies, and in the negotiation of large contracts. Advise and assist Receiving Company in proceedings before regulatory bodies involving the rates and operations of Receiving Company and of other competitors where such rates and operations directly or indirectly affect Receiving Company.

11. Research. Investigate and conduct research into problems relating to production, utilization, testing, manufacture, transmission, storage and distribution of energy. Keep abreast of and evaluate for Receiving Company all research developments and programs of significance affecting Receiving Company and the energy industry, conduct research and development in promising areas and advise and assist in the solution of technical problems arising out of Receiving Company's operations.

12. Tax. Advise and assist Receiving Company in the preparation of federal, state and other tax returns, generally advise Receiving Company as to any problems involving taxes, and provide due diligence in connection with acquisitions.

Wexpro Company
May 1, 2017
Page 6

13. Corporate Secretary. Provide all necessary functions required of a publicly traded company. Coordinate information and activities among owners, the transfer agent, and Board of Directors. Provide direct services to security holders. Prepare and file required annual and interim reports to owners and the U.S. Securities and Exchange Commission. Conduct director meetings and ensure proper maintenance of corporate records.

14. Environmental Compliance. Provide consulting, cleanup, environmental permitting, environmental compliance support, biological and chemical services, environmental reporting, and environmental compliance plan preparation as required by Receiving Company to ensure full compliance with applicable environmental statutes and regulations. Track state and federal environmental regulations. Provide summaries and guidance for Receiving Company personnel to ensure ongoing compliance.

15. Customer Services. Provide services and systems dedicated to customer service, billing, remittance, credit, collections, customer relations, call centers, energy conservation support and metering.

16. Energy Marketing. Provide services and systems dedicated to energy marketing and trading of energy commodities, specifically the provision of all services related to emissions products, renewable energy products, environmental commodities (commodities derived from environmental attributes associated with qualifying types of generation that are required for compliance with applicable federal, state and local laws, as well as any voluntary additional reductions that the Receiving Company has elected to complete). Provide market, credit and operational risk management services and development of marketing and sales programs in physical and financial markets.

17. Treasury/Finance. Provide services related to managing all administrative activities associated with financing and the management of capital structure; cash, credit and risk management activities; investment and commercial banking relationships; oversight of decommissioning trust funds and general financing activities.

18. Office Space and Equipment. Provide use of land, buildings, furnishings, and equipment, and all costs related to these assets – *i.e.*, property taxes, utilities, and maintenance.

May 1, 2017

Questar Gas Company
333 South State Street
Salt Lake City, Utah 84145-0360

Ladies and Gentlemen:

This Agreement is entered into by and between Wexpro Services Company (“Providing Company”), a Utah corporation, and Questar Gas Company (“Receiving Company”), a Utah corporation. Receiving Company has requested that Providing Company provide it with certain services which it may from time to time require in the conduct of its business. Providing Company has agreed to provide such services to Receiving Company upon the terms and conditions hereinafter provided.

Accordingly, in consideration of the mutual promises herein contained, Providing Company and Receiving Company agree as follows:

1. Upon oral or written request by Receiving Company, Providing Company will provide advice and assistance to the Service Recipient in the provision of services elected on Exhibit A attached hereto. Descriptions of the services listed on this Exhibit A are provided on Exhibit B attached hereto. In so doing, Providing Company may arrange for and provide the services of its own qualified personnel, or it may, after consultation with Receiving Company, arrange for and provide the services of such qualified, non-affiliated personnel as Providing Company, in its own opinion, deems necessary or appropriate.

2. All services rendered under and in accordance with this Agreement shall be provided at cost.

The cost of rendering such services shall include: (1) a portion of the salaries and wages of employees of Providing Company determined according to the time devoted by such employees to the performance of services hereunder for Receiving Company; (2) the costs of such employees’ benefits, payroll taxes, and compensated absences attributable to salaries and wages directly billed, as determined in accordance with Providing Company policies and procedures in place from time to time; (3) all other out-of-pocket operating costs, including expenses for transportation, tolls, and other expenses incurred by Providing Company or its employees in connection with the performance of services under this Agreement; (4) the actual costs of materials and supplies furnished by Providing Company in connection with the performance of services under this Agreement; and (5) administrative and general costs attributable to services performed under this Agreement (including reasonable amounts for general office maintenance and depreciation, amortization, return, and related taxes on Providing Company’s general plant investment) determined in accordance with Providing Company’s policies and procedures.

3. Providing Company shall render monthly statements to Receiving Company for services supplied or to be supplied in the manner set forth above. Such statements shall include

Questar Gas Company
May 1, 2017
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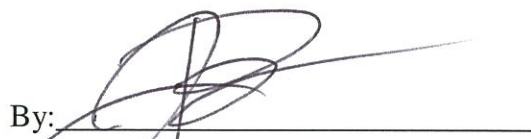
4. This Agreement shall become effective as of May 1, 2017 and shall continue in force and effect until terminated by either party upon thirty days' written notice of termination.

5. Either party may, without relieving itself of its obligations under this Agreement, assign any of its rights hereunder to a person with which it is affiliated, but otherwise no assignment of this Agreement or any of the rights or obligations hereunder shall be made unless there first shall have been obtained the consent thereto in writing of the other party.

If you approve of this proposal, please indicate your acceptance by executing both copies hereof in the space provided and return one fully executed copy to Providing Company.

Respectfully submitted,

WEXPRO SERVICES COMPANY

By: 
Title: James R. Chapman
Senior Vice President
Mergers & Aquisitions and Treasurer

Accepted and Agreed to:

QUESTAR GAS COMPANY

By: Fred A. Wood

Title: Senior Vice President - Financial
Management

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Questar Gas Company
May 1, 2017
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EXHIBIT A

**Services Provided from Wexpro Services Company
to Questar Gas Company**

SERVICE	YES
1. Accounting	X
2. Legal and Regulatory	X
3. Information Technology, Electronic Transmission and Computer Services	X
4. Software/Hardware Pooling	X
5. Operations	X
6. Business Services	X
7. Risk Management	X
8. Corporate Planning	X
9. Supply Chain	X
10. Rates	X
11. Research	X
12. Tax	X
13. Corporate Secretary	X
14. Environmental Compliance	X
15. Customer Services	X
16. Energy Marketing	X
17. Treasury/Finance	X
18. Office Space and Equipment	X

EXHIBIT B

**Descriptions of Services Provided from Wexpro Services Company
to Questar Gas Company**

1. Accounting. Provide advice and assistance to Receiving Company in accounting matters (development of accounting practices, procedures and controls, the maintenance of the general ledger and related subsidiary systems, the preparation and analysis of financial reports, and the processing of certain accounts such as accounts payable, accounts receivable, and payroll).
2. Legal and Regulatory. Provide advice and assistance with respect to legal and regulatory issues as well as regulatory compliance and matters under federal and state laws.
3. Information Technology, Electronic Transmission and Computer Services. Provide the organization and resources for the operation of an information technology function (development, implementation and operation of a centralized data processing facility and the management of a telecommunications network, and the central processing of computerized applications and support of individual applications in Receiving Company). Develop, implement, and process those computerized applications for Receiving Company that can be economically best accomplished on a centralized basis. Develop, implement, and process information technology risk management services and services for the secure protection and transmission of critical and sensitive data.
4. Software/Hardware Pooling. Accept ownership of and rights to use, assign, license or sub-license all software owned, acquired or developed by or for Providing Company which Providing Company can and does transfer or assign to Receiving Company and computer system hardware used with software and enhancements to which Providing Company has legal right. Preserve and protect the rights to all such software to the extent reasonable and appropriate under the circumstances; license Receiving Company, on a non-exclusive, no-charge or at-cost basis, to use all software which Providing Company has the right to sell, license or sub-license; and, at the Receiving Company's expense, permit Receiving Company to enhance any such software and license others to use all such software and enhancements to the extent that Providing Company shall have the legal right to so permit.
5. Operations. Advise and assist Receiving Company in the following matters relating to operational capacity: (i) the preparation and coordination of studying, consulting, planning, designing, inspecting and engineering and construction of facilities of Receiving Company, (ii) the planning, engineering (including maps and records) and construction operations of Receiving Company, (iii) the performance of operations support services, plant and facilities operation, generation outage support, and maintenance and management services, and (iv) the planning, formulation and implementation of load retention, load shaping and conservation and efficiency programs, and integrated resource planning for

Questar Gas Company

May 1, 2017

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6. Business Services. Perform: (i) general business support services (printing, mailing, records management and maintenance, and administrative and office services across the enterprise), (ii) office facilities operation (building maintenance and property management, lease/sublease management, and property sales services across the enterprise), (iii) security (physical security support, background investigations, and investigative services across the enterprise), and (iv) fleet services (fleet systems support, management of the acquisition/disposal function, maintenance functions, and fleet management across the entire enterprise).

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11. Research. Investigate and conduct research into problems relating to production, utilization, testing, manufacture, transmission, storage and distribution of energy. Keep abreast of and evaluate for Receiving Company all research developments and programs of significance affecting Receiving Company and the energy industry, conduct research and development in promising areas and advise and assist in the solution of technical problems arising out of Receiving Company's operations.

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Questar Gas Company

May 1, 2017

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13. Corporate Secretary. Provide all necessary functions required of a publicly traded company. Coordinate information and activities among owners, the transfer agent, and Board of Directors. Provide direct services to security holders. Prepare and file required annual and interim reports to owners and the U.S. Securities and Exchange Commission. Conduct director meetings and ensure proper maintenance of corporate records.

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16. Energy Marketing. Provide services and systems dedicated to energy marketing and trading of energy commodities, specifically the provision of all services related to emissions products, renewable energy products, environmental commodities (commodities derived from environmental attributes associated with qualifying types of generation that are required for compliance with applicable federal, state and local laws, as well as any voluntary additional reductions that the Receiving Company has elected to complete). Provide market, credit and operational risk management services and development of marketing and sales programs in physical and financial markets.

17. Treasury/Finance. Provide services related to managing all administrative activities associated with financing and the management of capital structure; cash, credit and risk management activities; investment and commercial banking relationships; oversight of decommissioning trust funds and general financing activities.

18. Office Space and Equipment. Provide use of land, buildings, furnishings, and equipment, and all costs related to these assets – *i.e.*, property taxes, utilities, and maintenance.

7.5 Orders Approving Affiliate Transactions

- BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH -

In the Matter of the Joint Notice and
Application of Questar Gas Company and
Dominion Resources, Inc. of Proposed
Merger of Questar Corporation and
Dominion Resources, Inc.

DOCKET NO. 16-057-01
ORDER MEMORIALIZING BENCH
RULING APPROVING
SETTLEMENT STIPULATION

ISSUED: September 14, 2016

SHORT TITLE

Questar Corporation and Dominion Resources, Inc. Merger

SYNOPSIS

The Commission approves the settlement stipulation filed in this docket and the corresponding merger of public utility Questar Gas Company's parent, Questar Corporation, and Dominion Resources, Inc., by which Questar Corporation will become a wholly-owned subsidiary of Dominion Resources, Inc.

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APPEARANCES¹

Colleen Larkin Bell Jenniffer Nelson Clark	For	Questar Gas Company
Gregory B. Monson Stoel Rives LLP	"	Questar Gas Company
Mark O. Webb Sharon L. Burr Lisa S. Booth	"	Dominion Resources, Inc.
Joseph K. Reid III McGuireWoods	"	Dominion Resources, Inc.
Brian W. Burnett Callister Nebeker & McCullough	"	Dominion Resources, Inc.
Patricia E. Schmid Utah Attorney General's Office	"	Division of Public Utilities
Rex Olsen Utah Attorney General's Office	"	Office of Consumer Services
Bryan Nalder Utah Attorney General's Office	"	Governor's Office of Energy Development
Stephen F. Mecham Stephen F. Mecham Law, PLLC	"	American Natural Gas Council, Inc.
Phillip J. Russell Hatch, James & Dodge, P.C.	"	Utah Association of Energy Users

¹ As of the August 22, 2016 hearing.

I. BACKGROUND AND PROCEDURAL HISTORY

On March 3, 2016, Questar Gas Company (Questar) and Dominion Resources, Inc. (Dominion) (Joint Applicants) filed a Joint Notice and Application for the approval of the merger of Questar Corporation and Dominion Resources, Inc. (Application) with the Public Service Commission of Utah (Commission).² The Application requests the Commission issue an order approving the merger whereby Questar Corporation will become a wholly-owned subsidiary of Dominion; issue an accounting order authorizing Questar to defer for possible future recovery in rates, if it elects to do so, the transition costs it incurs associated with the merger and the transaction costs associated with the integration of the two companies; and grant such other and further relief as may be deemed necessary. The following parties thereafter petitioned for and were granted intervention: Utah Association of Energy Users (UAE), Nucor Steel-Utah (Nucor), the Governor's Office of Energy Development (GOED), American Natural Gas Council, Inc. (ANGC), and Rocky Mountain Power (RMP).

The Commission issued a notice of filing and scheduling conference and, on March 18, 2016, issued a scheduling order in this docket. On August 15, 2016, Questar, Dominion, the Division of Public Utilities (Division), the Office of Consumer Services (Office), UAE, ANGC, and GOED (collectively, Parties) filed a Settlement Stipulation (Stipulation). The Stipulation is attached as an appendix to this order.

The Commission held a hearing on August 22, 2016 to consider the Stipulation at which the Joint Applicants, the Division, and the Office provided testimony supporting the Stipulation

² On June 16, 2016, the Joint Applicants filed a First Supplement to Joint Notice and Application.

and no party opposed it. Later that same day, the Commission held a public witness hearing at which no one appeared in opposition to the Stipulation. At the conclusion of the hearings, Questar, on behalf of the Joint Applicants, requested a bench order. The Commission granted Questar's motion approving the Stipulation. This Order memorializes that ruling.

II. PARTIES' POSITIONS

At the hearing the Joint Applicants testified that the Stipulation is in the public interest and will provide a net benefit to Questar's customers. According to the Joint Applicants the Stipulation includes important protections for ratepayers and is "an excellent package that provides the incentives, as well as the checks and the balances on Questar Gas itself."³ The Joint Applicants represent the economic benefits include: 1) the \$75 million contribution to the Questar Corporation pension fund, 2) the increased level of charitable giving, 3) withdrawal of Questar's current general rate case,⁴ and 4) rates lower than they would be absent the merger due to organizational and operational efficiencies. The Joint Applicants represent ratepayer protections include: 1) ring fencing provisions regarding liability and credit issues, 2) hold harmless guarantees related to shared services and accounting matters, 3) the cap on the Operations & Maintenance (O&M) and Administrative & General (A&G) amount per customer, 4) updated customer satisfaction standards, and 5) increased reporting requirements. The Joint Applicants stress that the two companies are a good fit with respect to core values and common operating philosophies including "the important public attributes of safety, customer service,

³ Hearing Transcript (298772-A) at 39, lines 5-7.

⁴ Pursuant to Paragraph 33 of the Stipulation, on August 16, 2016 Questar petitioned to withdraw its general rate case in Docket No. 16-057-03, "*In the Matter of the Application of Questar Gas Company to Increase Distribution Rates and Charges and Make Tariff Modifications.*" On August 22, 2016, the Commission approved the petition.

operational excellence, and honest and ethical business practices.”⁵ Finally, the Joint Applicants request the Commission to approve the Stipulation as just and reasonable, and in the public interest.

The Division supports the Stipulation. The Division concludes that, “[w]ith the additional terms and commitments identified in this [S]tipulation, [the Joint Applicants] have demonstrated a net benefit to customers and that the requested merger is in the public interest.”⁶ The Division recommends the Commission approve the merger.

At hearing the Division noted nine areas that factor into its support of the Stipulation: 1) Dominion will contribute \$75 million to Dominion Questar’s⁷ defined benefit pension plan; 2) Questar will seek approval to withdraw its general rate case, filed in Docket No. 16-057-03, requesting a \$22 million dollar rate increase, transaction costs will not be recovered through rates or charges from affiliated companies, transition/integration costs will not be deferred and will not be passed on to Utah customers without further review and Commission approval, and a new general rate case will not be filed before July 2019; 3) Dominion Questar Gas⁸ will maintain its identified capital spending at pre-merger levels for the next several years; 4) Dominion has committed to maintain O&M and A&G cost per customer at the 2015 pre-merger level and to hold customers harmless from any increases in the total shared services costs caused by the merger; 5) Dominion has committed to maintain a strong investment-grade credit rating; 6) Dominion Questar Gas has made commitments regarding dividend notification and Dominion

⁵ Hearing Transcript (298772-A) at 11, lines 14-16.

⁶ *Id.* at 53, lines 7-11.

⁷ Following the merger, “Questar Corporation” will be known as “Dominion Questar.”

⁸ We further note that following the merger, “Questar Gas” will be known as “Dominion Questar Gas.”

has made commitments regarding financial information reporting; 7) the Stipulation includes provisions relating to the suspension of Conservation Enabling Tariff accrual caps until the next general rate case; 8) Dominion has made commitments to customer satisfaction standards including quarterly reporting, monitoring, and the development of remediation plans, if necessary; and 9) the Stipulation includes various ring fencing provisions, local control obligations including the commitment to maintain Dominion Questar's corporate headquarters in Salt Lake City, and the appointment of a "Special Bankruptcy Director" to serve as a member of the Board of Directors of Dominion Questar Gas. In summary, the Division is satisfied that Dominion and Questar Gas have demonstrated a net benefit to customers and that the merger is in the public interest. Accordingly, the Division recommends the Commission approve the merger.

The Office supports the Stipulation and asserts it is a reasonable resolution to the issues it identified in its direct testimony. More specifically, the Office identified the following provisions of the Stipulation that address net benefits: 1) transition or integration costs will not be deferred for future recovery and any transition costs still being incurred at the time of the next general rate case must be identified and justified; 2) the hold harmless conditions contained in Paragraphs 40, 41, and 43 of the Stipulation protect ratepayers from potential cost increases; 3) ring fencing provisions, in addition to those identified in the Joint Application, will both allow for efficient cooperation between the merging entities and mitigate risks associated with increased credit costs, affiliate transactions, and affiliate or subsidiary bankruptcy liability; and 4) Questar has agreed to a withdrawal of its general rate case. The Office asserts the Stipulation will result in

just and reasonable rates, and is in the public interest. Accordingly, the Office recommends the Commission approve the Stipulation.

ANGC’s attorney supported Paragraph 56 of the Stipulation, expressing ANGC’s intent “to operate in good faith . . . and strive to reach resolution with the Company on . . . issues [involving ANGC].”⁹

UAE’s attorney supported the Stipulation.¹⁰

III. JURISDICTION AND STANDARD OF REVIEW

Regarding the proposed merger, the Commission applies the legal standard articulated in the parties’ March 10, 2016 filing;¹¹ namely that:

- Utah Code Ann. §§ 54-4-1, -25, -28, -29, and -30 may apply in determining whether our approval of the proposed merger is required by Utah law; and
- The relevant legal standards for approval are that:
 1. The merger is in the public interest, meaning it must provide a net positive benefit to the public; and
 2. The joint applicants have the necessary financial, managerial, and technical qualifications to operate the public utility.

In evaluating the Stipulation, we apply the standard set forth in Utah Code Ann. § 54-7-1 as discussed further below.

⁹ Hearing Transcript (298772-A) at 58, lines 13-15.

¹⁰ *See id.* at 58, lines 22-25.

¹¹ *See* Statement of Joint Applicants on Jurisdiction and Standard for Approval, filed March 10, 2016.

IV. DISCUSSION, FINDINGS, AND CONCLUSIONS

The Stipulation presents a settlement of many issues associated with the Application. The Parties represent a diversity of interests and the major customer groups. These Parties agree the Stipulation is in the public interest and the results are just and reasonable.¹² Further, no one opposes the Stipulation.

As set forth in Utah Code Ann. § 54-7-1, settlements of matters before the Commission are encouraged at any stage of a proceeding.¹³ Pursuant to this statute, the Commission may approve a stipulation or settlement after considering the interests of the public and other affected persons, if it finds the stipulation or settlement in the public interest.¹⁴ Likewise, in reviewing a settlement, the Commission may consider whether it was the result of good faith, arms-length negotiations.¹⁵

The Stipulation at issue is the product of mutual negotiation involving numerous parties with substantial interests. We find that the Application and testimony filed in this docket demonstrate the importance of the variety of interests that participated in the negotiation and execution of the Stipulation. We commend all the parties to this docket for responsibly pursuing the interests required by their roles and their stakeholders, and we find that the parties to the Stipulation have resolved many significant issues and have identified a process to continue to address additional differences.

¹² See Stipulation at 18, ¶ 58.

¹³ See Utah Code Ann. § 54-7-1.

¹⁴ See *Utah Dept. of Admin. Services v. Public Service Comm'n*, 658 P.2d 601, 613-14 (Utah 1983).

¹⁵ See *id.* at 614 n.24.

No party has presented testimony or evidence in opposition to the Stipulation, and the Commission is unaware of any proper reason to preclude the underlying merger from moving forward. We find that the record and evidence in this docket support the unopposed representation of the parties in Paragraph 58 of the Stipulation, that settlement is in the public interest and that the results are just and reasonable.

Accordingly, based on the record evidence and consistent with our bench ruling issued at the conclusion of the public witness hearing, we find: 1) Dominion Resources, Inc. has the necessary financial, managerial, and technical qualifications to operate the public utility Questar Gas, and 2) the proposed merger, subject to the conditions expressed in the Application as modified by the Stipulation, will produce net benefits to ratepayers, is just and reasonable, and is in the public interest.

V. ORDER

Pursuant to our discussion, findings, and conclusions, we approve the proposed merger subject to the terms and conditions presented in the Joint Notice and Application (including the June 16, 2016 Supplement) as modified and supplemented by the Stipulation.

DATED at Salt Lake City, Utah, September 14, 2016.

/s/ Thad LeVar, Chair

/s/ David R. Clark, Commissioner

/s/ Jordan A. White, Commissioner

Attest:

/s/ Gary L. Widerburg
Commission Secretary
DW#289041

Notice of Opportunity for Agency Review or Rehearing

Pursuant to §§ 63G-4-301 and 54-7-15 of the Utah Code, an aggrieved party may request agency review or rehearing of this Order by filing a written request with the Commission within 30 days after the issuance of this Order. Responses to a request for agency review or rehearing must be filed within 15 days of the filing of the request for review or rehearing. If the Commission does not grant a request for review or rehearing within 20 days after the filing of the request, it is deemed denied. Judicial review of the Commission's final agency action may be obtained by filing a petition for review with the Utah Supreme Court within 30 days after final agency action. Any petition for review must comply with the requirements of §§ 63G-4-401 and 63G-4-403 of the Utah Code and Utah Rules of Appellate Procedure.

CERTIFICATE OF SERVICE

I CERTIFY that on September 14, 2016, a true and correct copy of the foregoing was served upon the following as indicated below:

By Electronic-Mail:

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APPENDIX

BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH

In the Matter of the Joint Notice and Application of Questar Gas Company and Dominion Resources, Inc. of Proposed Merger of Questar Corporation and Dominion Resources, Inc.

Docket No. 16-057-01
SETTLEMENT STIPULATION

Pursuant to Utah Code Ann. § 54-7-1 and Utah Admin. Code R746-100-10.F.5, and pursuant to the Contract for Regulatory Services between the Public Service Commission of Utah (“Commission”) and the Idaho Public Utilities Commission dated April 6, 2016, Questar Gas Company (“Questar Gas”) and Dominion Resources, Inc. (“Dominion”) (together “Joint Applicants”); the Utah Division of Public Utilities (“Division”); the Utah Office of Consumer Services (the “OCS”); the Utah Association of Energy Users (“UAE”); the American Natural Gas Council, Inc. (“ANGC”); and the State of Utah, Governor’s Office of Energy Development (collectively “Parties” or singly “Party”) submit this Settlement Stipulation. The Parties are authorized to represent that the intervenors in this docket that have not entered into this Settlement Stipulation either do not oppose or take no position on this Settlement Stipulation. This Settlement Stipulation shall be effective upon the entry of a final order of approval by the Commission.

PROCEDURAL HISTORY

1. On January 31, 2016, Dominion, Diamond Beehive Corp. and Questar Corporation entered into an Agreement and Plan of Merger (“Merger Agreement”) by which Questar Gas’ parent, Questar Corporation, will become a wholly-owned subsidiary of Dominion (the “Merger”).

2. On March 3, 2016, Questar Gas and Dominion filed a Joint Notice and Application of Questar Gas Company and Dominion of Proposed Merger of Questar Corporation and Dominion Resources, Inc. in Utah in Docket No. 16-057-01 (“Joint Notice and Application”). On March 3, 2016, Joint Applicants also filed a Joint Application for Approval of Proposed Merger of Questar Corporation and Dominion Resources, Inc. before the Wyoming Public Service Commission (“Wyoming Commission”) in Docket Nos. 30010-150-GA-16 and 30025-1-GA-16 (“Wyoming Joint Application”). Both the Joint Notice and Application and Wyoming Joint Application were accompanied by pre-filed direct testimony of Craig C. Wagstaff, David M. Curtis, Thomas F. Farrell II, Diane Leopold, and Fred G. Wood III, along with substantial accompanying exhibits and information supportive of the Joint Notice and Application and the Wyoming Joint Application.

3. On March 3, 2016, Questar Gas also provided a Notice of Agreement and Plan of Merger between Questar Corporation and Dominion Resources, Inc. to the Idaho Public Utilities Commission.

4. On March 18, 2016, the Commission issued a Scheduling Order, Directive to Stipulate to Date for Technical Conference, and Notices of Hearing and Public Witness Hearing setting dates for filing testimony and hearings.

5. Since that time, the following parties have intervened: UAE; Nucor; the State of Utah, Governor’s Office of Energy Development; Rocky Mountain Power; and the ANGC.

6. On April 28, 2016, a technical conference was held to discuss and provide information to the Division, OCS, interested parties, and the Commission and its staff related to the Merger.

7. On June 16, 2016, Joint Applicants filed a First Supplement to Joint Notice and Application (“First Supplement”) providing additional information related to the Merger and the Joint Notice and Application.

8. On July 7, 2016, the OCS filed the Direct Testimony of Gavin Mangelson, Richard A. Baudino, and Lane Kollen, all with accompanying exhibits. On July 7, 2016, the Division filed the Direct Testimony of Douglas D. Wheelwright, Charles E. Peterson, and Kathleen Kelly, all with accompanying exhibits. On July 7, 2016, the ANGC filed the Direct Testimony of Curtis Chisolm.

9. The Division, OCS, UAE, ANGC, Wyoming Office of Consumer Advocate, and Wyoming Commission Staff have asked and Joint Applicants have responded to hundreds of data requests and inquiries.

10. On July 28, 2016, Joint Applicants submitted Rebuttal Testimony of Craig C. Wagstaff, David A. Christian, David M. Curtis, Fred G. Wood III, Maria E. (Gina) Jones, and James R. Chapman, and the OCS submitted the Rebuttal Testimony of Gavin Mangelson. On July 28, 2016, UAE filed comments in this docket.

11. During July and August of 2016, the Parties met to discuss settlement of the matters raised herein. The Parties have reached agreement as set forth below.

12. On August 1, 2016, Joint Applicants and the Wyoming Office of Consumer Advocate filed a Settlement Stipulation (“Wyoming Settlement Stipulation”) in the Wyoming proceeding.

TERMS AND CONDITIONS

The Parties agree for purposes of settlement that the Joint Notice and Application should be granted and approved subject to the following commitments as set forth in the Joint Notice

and Application filed on March 3, 2016 and the First Supplement filed on June 16, 2016 with the Commission in Docket No. 16-057-01 and as modified and supplemented herein, and should be imposed upon the Joint Applicants as agreed by the Parties and as a condition of the Commission's approval of the Merger.

1. After the time the Merger is effective as defined in the Merger Agreement ("Effective Time"), Questar Corporation will become a wholly-owned subsidiary of Dominion that will continue to exist as a separate legal entity (herein referred to as "Dominion Questar").

2. At the Effective Time, Questar Gas (herein referred to as "Dominion Questar Gas"), will remain a direct, wholly-owned subsidiary of Dominion Questar and will continue to exist as a separate legal entity with its own complete set of books and records.

Business

3. Dominion will maintain Dominion Questar Gas' corporate headquarters in Salt Lake City, Utah. Dominion commits that there are no plans to change the location of Dominion Questar Gas' corporate headquarters from Salt Lake City to another location for the foreseeable future.

4. Dominion will establish a new Western Region operating headquarters in Salt Lake City, Utah. No costs shall be allocated to Dominion Questar Gas customers associated with the new Western Region operating headquarters in Salt Lake City, Utah without approval by the Commission.

5. Dominion intends that its board of directors will take all necessary action, as soon as practicable after the Effective Time, to appoint a current member of the Questar Corporation board as a director to serve on Dominion's board of directors.

6. Dominion will take all necessary action to cause a current member of the Questar Corporation board to be appointed as a director to serve on the board of directors of the general partner of Dominion Midstream Partners, L.P. (“Dominion Midstream”) as soon as practicable after such time as all or part of Questar Pipeline Company (“Questar Pipeline”) is contributed to Dominion Midstream.

7. Dominion Questar Gas will be managed from an operations standpoint as a separate regional business under Dominion with responsibility for managing operations to achieve the objectives of customer satisfaction; reasonable rates; reliable service; customer, public, and employee safety; environmental stewardship; and collaborative and productive relationships with customers, regulators, other governmental entities, and interested stakeholders. Dominion Questar Gas will have its own local operating management located in Salt Lake City, Utah.

8. Questar Gas and Dominion share a common focus on installing, upgrading, and maintaining facilities necessary for safe and reliable operations. This focus will not be diminished in any way as a result of the Merger. Absent a material change in circumstances, Dominion Questar Gas will continue its planned total capital expenditure program with an estimated \$209 million investment in 2017, \$208 million investment in 2018, and \$233 million investment in 2019 (excludes investment in peak shaving facility). Any variances to this plan will be supported by Dominion Questar Gas in its next general rate case. Dominion will maintain the environmental monitoring and maintenance programs of Dominion Questar Gas at or above current levels.

9. Dominion and its subsidiaries will continue to honor the Wexpro Stipulation and Agreement, the Wexpro II Agreement and the conditions approved in connection with inclusion of properties in the Wexpro II Agreement (“Wexpro Agreements”) and the conditions and obligations provided therein. Dominion will not contribute Wexpro Company (“Wexpro”) to Dominion Midstream or to any master limited partnership without the Commission’s approval.

Employee Matters

10. Dominion will give employees of Dominion Questar and its subsidiaries due and fair consideration for other employment and promotion opportunities within the larger Dominion organization, both inside and outside of Utah, to the extent any such employment positions are re-aligned, reduced, or eliminated in the future as a result of the Merger.

11. Dominion, as a shareholders’ cost, will contribute, within six months of the Effective Time, a total of \$75,000,000 toward the full funding, on a financial accounting basis, of Questar Corporation’s (i) ERISA-qualified defined-benefit pension plan in accordance with ERISA minimum funding requirements for ongoing plans, (ii) nonqualified defined-benefit pension plans, and (iii) postretirement medical and life insurance (other post-employment benefit (“OPEB”)) plans, subject to any maximum contribution levels or other restrictions under applicable law, thereby reducing pension expenses over time in customer rates. Dominion represents that said \$75,000,000 contribution, based on current plan funding, would be permissible and well within maximum contribution levels and other restrictions under applicable law.

Regulatory

12. Dominion and its affiliates commit to make officers and employees of Dominion reasonably available to testify before the Commission and provide information that is relevant to any matter within the jurisdiction of the Commission.

13. As part of this and future regulatory proceedings, Dominion Questar Gas will provide information in response to discovery or requests for information about Dominion or its subsidiaries that are relevant to matters within the Commission's jurisdiction.

14. Dominion Questar Gas, Dominion Questar, and Wexpro will maintain access to a complete set of their books and records, including accounting records, as well as access to affiliate charges to Dominion Questar Gas, at their corporate offices in Salt Lake City, Utah.

15. Dominion commits to provide 30 days' notice to the Commission if it intends to create a corporate entity between Dominion Questar and Dominion Questar Gas.

16. For regulatory purposes, Dominion Questar Gas' accounting will continue to reflect assets at historical costs, approved depreciation rates, and deferred income taxes based on original cost in accordance with the Uniform System of Accounts and any relevant Commission orders.

17. Dominion Questar Gas will not seek any changes to existing filed rates, rules, regulations, and classifications under Questar Gas' Utah Natural Gas Tariff No. 400 ("Tariff") because of the Merger, before its next general rate case, except to revise the Tariff to change the name of the operating entity. The Company will file for a name change within 21 days of the Effective Time.

18. Dominion Questar Gas will continue to file annually and follow the Commission's Integrated Resource Plan process and guidelines.

19. Dominion Questar Gas will maintain established gas-supply interchangeability Wobbe indices for Questar Gas' receipt points and will be in compliance with the Commission's requirements.

20. Goods and services provided to Dominion Questar Gas by Dominion or its subsidiaries shall be priced consistent with the Affiliate Expense Standard set forth in Section 2.06 of the Tariff. Dominion Questar Gas will have the burden of proof to show that prices for goods and services provided by Dominion or its other subsidiaries to Dominion Questar Gas are just and reasonable.

21. Dominion Questar will not seek recovery of any acquisition premium (goodwill) or fair value in excess of net book value associated with the Merger from Dominion Questar Gas customers. Dominion will not record any goodwill or fair value in excess of net book value associated with the Merger on Dominion Questar Gas' books and will make the required accounting entries associated with the Merger on that basis. Dominion Questar will not seek recovery of any acquisition premium (goodwill) or fair value in excess of net book value associated with the Merger through allocation of cost to the affiliated companies of Dominion Questar.

22. Dominion Questar will not sell all or a majority of Dominion Questar Gas' common stock without Commission approval.

Financial

23. Dominion, through Dominion Questar, will provide equity funding, as needed, to Dominion Questar Gas in order to maintain an end-of-year common equity percentage of total capitalization in the range of 48-55 percent (48-55%) through December 31, 2019.

24. Dominion commits to use commercially reasonable efforts to maintain credit metrics that are supportive of strong investment-grade credit ratings (targeting the Single-A range) for Dominion Questar Gas. For the first four years following the Effective Time, in any rate proceeding where Dominion Questar Gas' rate of return is established or it seeks to reset the previously authorized rate of return on rate base, Dominion Questar Gas will demonstrate that its cost of debt proposed for recovery in rates is not greater than would have been incurred absent the Merger, and will hold customers harmless from any increases in the cost of debt caused by the Merger. Nothing in this provision shall limit the Parties, in any general rate proceeding, from presenting any arguments or evidence as to the appropriate rate of return for Dominion Questar Gas, consistent with the provisions of Paragraph 60 of this Settlement Stipulation.

25. Neither Dominion nor its other subsidiaries will, without the Commission's approval, make loans to Dominion Questar Gas that bear interest at rates that are greater than the lower of (i) rates being paid at the time of such loan by Dominion or such other subsidiary on its own debt or (ii) rates available, at the time of such loan, on similar loans to Dominion Questar Gas from the market.

26. Dominion Questar Gas will not lend funds to Dominion or other Dominion entities, including Dominion Questar.

27. Dominion Questar Gas will not transfer material assets to or assume liabilities of Dominion or any other subsidiary of Dominion without the Commission's approval.

28. Dominion Questar Gas will not transfer its debt to Dominion, or any other subsidiary of Dominion, without the Commission's approval.

29. Dominion will continue to provide to Dominion Questar Gas no less than the same access to short-term debt, commercial paper, and other liquidity that Questar Corporation currently has in place for Questar Gas.

30. Dominion commits that Wexpro will not be a party to a money pool. To the extent that short-term working capital is required by Wexpro, it will be provided under the terms of a one-way intercompany note at the actual cost of that short-term debt at the Dominion level.

Community

31. Dominion, at shareholders' expense, will increase Questar Corporation's historic level of corporate contributions to charities identified by local leadership that are within Dominion Questar Gas' service areas by \$1,000,000 per year for at least five years following the Effective Time. Dominion Questar Gas will maintain or increase each jurisdiction's historic level of community involvement, low income funding, and economic development efforts in Questar Gas' current operation areas.

32. Dominion, at shareholders' expense, will establish a newly-formed advisory board for its Western Region operations composed of regional-based business and community leaders. This board will meet and receive information and provide feedback on community issues, government relations, environmental stewardship, economic development opportunities, and other related activities that affect Dominion's and Dominion Questar Gas' local stakeholders.

Customer Rates

33. Within five (5) business days of the filing of this executed Settlement Stipulation, Questar Gas will petition to withdraw its pending application before the Commission in Docket No. 16-057-03 to increase annual non-gas distribution revenue by approximately \$22 million.

The Commission's granting of the petition to withdraw is a condition of this Settlement Stipulation. Contingent upon the consummation of the Merger, the Parties further agree that Dominion Questar Gas will not file a general rate case to adjust its base distribution non-gas rates, as shown in Questar Gas' existing Tariff, prior to July 1, 2019 or later than December 31, 2019, unless otherwise ordered by the Commission. Dominion Questar Gas will not file an application for a major plant addition with a rate-effective date prior to March 1, 2020, absent emergency circumstances, except to address the peak-hour needs set forth in Questar Gas' 2016-2017 Integrated Resource Plan (Docket No. 16-057-08). Dominion Questar Gas will bear the burden to demonstrate such emergency circumstances. Dominion Questar Gas will not seek a deferred accounting order prior to March 1, 2020, absent circumstances that are extraordinary and unforeseeable and that would have a material financial impact on Dominion Questar Gas. Dominion Questar Gas will bear the burden to demonstrate such material financial impact and extraordinary and unforeseeable circumstances.

34. The Parties agree that the Utah Conservation Enabling Tariff ("CET") accrual caps will be suspended until rates become effective in the next filed general rate case. To the extent that the balance in the CET accrual account is above the accrual cap, the incremental amount will not be assessed interest during the suspension period. The amortization cap will remain in place.

Compliance with the Law

35. Dominion and Dominion Questar Gas will continue to comply with all existing laws, rules, regulations, provisions of its Tariff, orders, and directives of the Commission, as applicable, following the Effective Time.

Integration Progress Report

36. Dominion Questar Gas will work with the Division and the OCS on a collaborative basis to develop reporting requirements for an Integration Progress Report on planned and accomplished activities relative to the Merger. The report will also identify and include associated transition and transaction costs. Dominion Questar Gas will file the first Integration Progress Report with the Commission on or before April 15, 2017 for the period ending December 2016 and will provide updates quarterly thereafter until the conclusion of the next general rate case.

Transaction Costs

37. Transaction costs associated with the Merger will not be recovered through rates of Dominion Questar Gas or recovered through charges from affiliated companies of Dominion Questar to Dominion Questar Gas. Transaction costs shall be defined as:

- i. Legal, consulting, investment banker, and other professional advisor costs to initiate, prepare, consummate, and implement the Merger, including obtaining regulatory approvals.
- ii. Rebranding costs, including website, advertising, vehicles, signage, printing, stationery, etc.
- iii. Executive change in control costs (severance payments and accelerated vesting of share-based compensation).
- iv. Financing costs related to the Merger, including bridge and permanent financing costs, executive retention payments, costs associated with shareholder meetings, and proxy statement related to Merger approval.

Transition Costs

38. Any transition or integration expenses arising from the Merger will not be deferred for future recovery from customers and will be expensed by Dominion Questar Gas and its affiliates as incurred during the transition period. Dominion Questar Gas' revenue requirement for the purpose of developing distribution non-gas base rates will be evaluated in the next general rate proceeding, and that filing shall identify all transition costs, if any, in the base period and the test period. Transition or integration costs that are capitalized and not expensed, including, but not limited to, information technology investments in new hardware and software, including related costs, to convert, conform, and/or integrate Questar Corporation and subsidiaries' systems into and with Dominion's systems, will be itemized and disclosed in the next general rate case. Dominion Questar Gas will have the burden of proof to show that the transition or integration costs are reasonable and result in a positive net benefit to customers.

Shared Services / Cost Allocation

39. Dominion Questar Gas will not seek recovery in its next general rate case of any increase in the aggregate total Operating, Maintenance, Administrative and General Expenses (excluding energy efficiency and bad debt costs) per customer over the 12 months ended December 2015 baseline level, unless it can demonstrate that the increase in such total expenses was not caused by the Merger. This amount per customer for the 12 months ended December 2015 was \$138.24. For the first four calendar years following the Effective Time, Dominion Questar Gas will provide, on an annual basis, a baseline comparison between 2015 and the current year for Operating, Maintenance, Administrative and General Expenses for Questar Pipeline and Wexpro. Additional detail and the calculation of the 2015 baseline for Questar Gas, Questar Pipeline and Wexpro are shown in Attachment 1.

40. Joint Applicants shall hold customers harmless from any increases in the aggregate total costs for shared or common services provided by Dominion Questar Corporation and/or Dominion Resources Services Company, Inc. (“Dominion Resources Services”) that are caused by the Merger.

41. Joint Applicants shall hold customers harmless for any changes in income taxes, and/or accumulated deferred income taxes, recoverable in Dominion Questar Gas rates caused by the Merger, to the extent that such action would be consistent with the tax normalization rules.

42. Questar Pipeline’s rates will change only pursuant to proceedings before the Federal Energy Regulatory Commission (“FERC”).

43. Joint Applicants shall hold customers harmless from any increases in Wexpro’s shared services costs or income tax expense caused by the Merger.

44. No later than January 1, 2018, Dominion Questar Gas will present and review with the Division and the OCS, for informational purposes, a proposed methodology for allocation of shared services costs. Dominion Questar will use the current allocation methodologies, including Distrigas, to allocate shared services costs to its subsidiaries until January 1, 2018. Dominion Questar Gas may propose another allocation methodology for use after December 31, 2017, provided that it has presented such methodology for review as set forth above.

45. Dominion Questar Gas will work with the Division and the OCS on a collaborative basis to develop affiliate transactions reporting requirements and will file such information with the Commission beginning on July 1, 2018 for the 12 months ending December 31, 2017 and thereafter annually.

46. Costs that have been denied recovery by the Commission in prior orders, unless subject to regulation by another governmental agency, will continue to be excluded from rates absent further order from the Commission.

Customer Satisfaction Standards

47. Within 120 days of the Effective Time, Dominion Questar Gas will meet with the Division and the OCS on a collaborative basis and update Customer Satisfaction Standards, taking into account recent historical results. Dominion Questar Gas will report quarterly on its performance relative to the Customer Satisfaction Standards. Quarterly reporting will continue until Dominion Questar Gas' next general rate case filing. If the Dominion Questar Gas service levels become deficient, meaning they fall short of the Customer Satisfaction Standards as shown in the report, Dominion Questar Gas will file a remediation plan with the Commission explaining how it will improve and restore service to meet the Customer Satisfaction Standards.

Additional Ring Fencing Provisions

48. Dominion Questar Gas shall maintain separate long-term debt with its own debt rating supplied by at least two of the recognized debt rating agencies. Any of the debt used to capitalize Dominion Questar Gas shall be kept within the regulated utility.

49. Dominion Questar Gas shall establish and maintain its own bank accounts that are in its own name and direct access to exclusively committed credit facilities. Dominion shall provide Dominion Questar Gas with access to no less than \$750,000,000 in short-term debt or commercial paper programs.

50. In connection with its notification to the Commission of dividends paid by Dominion Questar Gas, Dominion Questar Gas shall provide a cash flow summary and explicitly notify the Commission if payment of any dividend would result in its actual common equity

component of total capitalization falling below 45 percent (45%), using the method of calculating equity levels under the ratemaking precedents of the Commission. In addition, Dominion Questar Gas will make annual financial statements for Wexpro and Questar Pipeline available to regulators.

51. Upon request, Dominion and all of its affiliates and subsidiaries must provide the Commission, the Division, and the OCS, including their auditors and authorized agents, and intervenors in rate proceedings, as appropriate, with reasonable access to transactional, accounting and other information, including personnel necessary to explain the requested information, regarding any costs directly or indirectly allocated to Dominion Questar Gas. Dominion and Dominion Questar Gas commit to maintain access to the requested books and records in Salt Lake City, Utah, or, at the option of the Division, or the OCS, Dominion Questar Gas agrees to pay reasonable travel costs to the location of the requested documents and personnel; such travel costs will not be passed on to Dominion Questar Gas customers.

52. Dominion Questar Gas will clearly reflect all of its costs and investments in its financial reports, including costs and assets that are directly assigned or allocated to it from another subsidiary of Dominion. An audit trail will be maintained so that allocable costs can be specifically identified.

53. Dominion and Dominion Questar agree not to assert in any forum that the provisions of PUHCA or its successor PUHCA 2005 (EPAAct 2005), or the related Ohio Power v. FERC case, preempt the Commission's jurisdiction over affiliated interest transactions and will explicitly waive any such defense in those proceedings. In the event that PUHCA or its successor PUHCA 2005 (EPAAct 2005) is repealed or modified, Dominion and Dominion Questar agree not to seek any preemption under such subsequent modification or repeal.

54. The Joint Applicants commit to provide for and effect the appointment of a “Special Bankruptcy Director” to serve as a member of the Board of Directors of Dominion Questar Gas (“DQG Board”). Said Director shall be nominated by and retained from an independent entity such as CT Corporation (at Dominion shareholder expense) and shall not be employed by Dominion or any other Dominion affiliate. Said Director shall not participate in ordinary and routine activities of the DQG Board and shall have no voting rights except in the event of a vote by the DQG Board to approve a voluntary bankruptcy petition to be filed under Title 11 of the U.S. Code on behalf of Dominion Questar Gas. Notice of such vote shall be provided to the Special Bankruptcy Director and no voluntary bankruptcy petition on behalf of Dominion Questar Gas may be filed without the affirmative vote of the Special Bankruptcy Director. It is the intent of the Parties that the Special Bankruptcy Director will consider the interests of all relevant economic stakeholders, including without limitation the utility’s customers, and the financial health and public service obligations of Dominion Questar Gas, in exercising his or her responsibilities, subject to applicable law. Concurrent with the notice to the Special Bankruptcy Director, Dominion Questar Gas will provide confidential notice to the Commission, Division and the OCS.

55. Dominion or Dominion Questar Gas shall provide notice to the Commission, the Division, and the OCS of any bankruptcy petition or other filing that petitions for Dominion or any of its subsidiaries to be declared bankrupt. If the petition is voluntary, the notice shall be provided within three (3) business days of the petition’s filing. If the petition is involuntary, the notice shall be filed within three (3) business days after the day on which the petition is served upon the entity subject to the petition or prior to any hearing adjudicating the petition, whichever is soonest.

Other Provisions

56. The Joint Applicants agree that they will use commercially reasonable efforts in consultation with interested suppliers and marketers to coordinate an upstream nomination process with Kern River Gas Transmission Company similar to the process currently available with Questar Pipeline Company, which nomination process is generally described in the Joint Motion for Dismissal filed with the Commission on October 15, 2014 in Docket 14-057-19. Within 120 days following the Effective Time, representatives of Dominion and Dominion Questar Gas will meet with interested transportation customers, the Division, the OCS, and any other interested parties and will act in good faith to review concerns of transportation customers and will consider any proposal by interested transportation customers regarding direct access by marketers/transporters to such customers.

57. Dominion Questar Gas will notify customers of the Merger in the following ways:

i. A notice will be posted on Dominion Questar Gas' website within 5 days of the Effective Time notification.

ii. Notification will be published in the Gas Light News billing insert within 60 days of the Effective Time notification.

GENERAL

58. The Parties agree that settlement of those issues identified above is in the public interest and that the results are just and reasonable.

59. The Parties agree that no part of this Settlement Stipulation or the formulae or methods used in developing the same, or the relevant Commission orders approving the same shall in any manner be argued or considered as precedential in any future case. All negotiations

related to this Settlement Stipulation are privileged and confidential, and no Party shall be bound by any position asserted in negotiations. Neither the execution of this Settlement Stipulation nor the order adopting it shall be deemed to constitute an admission or acknowledgment by any Party of the validity or invalidity of any principle or practice of ratemaking; nor shall they be construed to constitute the basis of an estoppel or waiver by any Party; nor shall they be introduced or used as evidence for any other purpose in a future proceeding by any Party except in a proceeding to enforce this Settlement Stipulation.

60. Nothing in this Settlement Stipulation or Commission approval of this Settlement Stipulation shall constitute an approval, pre-approval or determination of prudence or cost-recovery as to any expenditures, the prudence or appropriateness of any particular capital structure or cost of capital, or any other ratemaking issue other than as expressly provided in the Settlement Stipulation. Dominion Questar Gas shall retain its burden to demonstrate the prudence of its expenditures and the justness and reasonableness of any rates it proposes in the future, and all Parties will retain all rights to challenge or propose adjustments to Dominion Questar Gas' request for any change in its rates in any regulatory proceeding.

61. Questar Gas, Dominion, the Division, and the OCS each will make one or more witnesses available to explain and support this Settlement Stipulation to the Commission. Such witnesses will be available for examination. As applied to the Division, and the OCS, the explanation and support shall be consistent with their statutory authorities and responsibilities, and nothing in this Settlement Stipulation shall abrogate the authority and responsibilities of the Division under Utah Code Ann. § 54-4-4. So that the records in these dockets are complete, all Parties' filed testimony, exhibits, and the Joint Notice and Application and its exhibits, and the First Supplement and its exhibits shall be submitted as evidence.

62. The Parties agree that if any person challenges the approval of this Settlement Stipulation or requests rehearing or reconsideration of any order of the Commission approving this Settlement Stipulation, each Party will use its best efforts to support the terms and conditions of the Settlement Stipulation. As applied to the Division, and the OCS, the phrase “use its best efforts” means that they shall do so in a manner consistent with their statutory authorities and responsibilities. In the event any person seeks judicial review of the Commission’s order approving this Settlement Stipulation, no Party shall take a position in that judicial review opposed to the Settlement Stipulation.

63. Except with regard to the obligations of the Parties under Paragraphs 59, 61 and 62, of this Settlement Stipulation, this Settlement Stipulation shall not be final and binding on the Parties until it has been approved without material change or condition by the Commission. This Settlement Stipulation is an integrated whole, and any Party may withdraw from it if it is not approved without material change or condition by the Commission or if the Commission’s approval is rejected or materially conditioned by a reviewing court. If the Commission rejects any part of this Settlement Stipulation or impose any material change or condition on approval of this Settlement Stipulation, or if the Commission’s approval of this Settlement Stipulation is rejected or materially conditioned by a reviewing court, the Parties agree to meet and discuss the applicable Commission or court order within five business days of its issuance and to attempt in good faith to determine if they are willing to modify the Settlement Stipulation consistent with the order. No Party shall withdraw from the Settlement Stipulation prior to complying with the foregoing sentence. If any Party withdraws from the Settlement Stipulation, any Party retains the right to seek additional procedures before the Commission, including presentation of testimony and cross-examination of witnesses, with respect to issues resolved by the Settlement Stipulation,

and no Party shall be bound or prejudiced by the terms and conditions of the Settlement Stipulation.

64. This Settlement Stipulation may be executed by individual Parties through two or more separate, conformed copies, the aggregate of which will be considered as an integrated instrument.

65. The Parties acknowledge that the Wyoming Settlement Stipulation has been signed by parties in Wyoming and is pending approval by the Wyoming Commission. The Parties agree to a “most favored nation clause.” If the Wyoming Commission approves the Merger subject to terms or conditions not contained in this Settlement Stipulation, and the Joint Applicants accept those terms or conditions, then the Joint Applicants agree to provide those applicable benefits and protections in Utah.

RELIEF REQUESTED

Based on the foregoing, the Parties request that the Commission issue an order approving this Settlement Stipulation and adopting its terms and conditions.

RESPECTFULLY SUBMITTED: August 15, 2016.


Utah Division of Public Utilities


Utah Office of Consumer Services


Questar Gas Company


Dominion Resources, Inc.


Utah Association of Energy Users


American Natural Gas Council, Inc.

Idaho Public Utilities Commission Staff


State of Utah, Governor's Office of Energy Development

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Idaho Public Utilities Commission Staff

State of Utah, Governor's Office of Energy Development

Questar Gas Company
12 Months Ended 2015 O&M and A&G per customer
(Annual Results of Operations)

	(A)	(B)
1	Production	\$ (497,458.97)
2	Distribution	58,606,964
3	Customer Accounts (Excl. Bad Debt)	23,090,544
4	Customer Service/Information (Excl. EE)	5,159,033
5	Administrative & General	50,550,710
6	Bad Debt	2,093,764
7	Energy Efficiency	23,482,897
8	Total O&M and A&G	<u>\$ 162,486,453</u>
9	LESS Bad Debt	(2,093,764)
10	LESS Energy Efficiency	(23,482,897)
11	Adjusted O&M and A&G	<u>\$ 136,909,792</u>
12	Year End Customers	990,383
13	O&M and A&G/Customer (Line 11 divided by 12)	\$ 138.24

Wexpro
12 Months Ended 2015 O&M and A&G
(Audited Financial Statements)

14	Operating & Maintenance Expense	25,700,000
15	Administrative & General Expense	29,200,000
16	Total O&M and A&G	<u>\$ 54,900,000</u>

Questar Pipeline Company
12 Months Ended 2015 O&M and A&G
(FERC Form 2 pages 320-325)

17	Production Expenses	(13,426,373) 1/
18	Natural Gas Storage, Terminating and Processing Expenses	11,741,717 2/
19	Transmission Expenses	36,147,778 3/
20	Customer Service and Informational Expenses	40,711 4/
21	Administrative & General Expense	26,957,963 5/
22	Total O&M and A&G	<u>\$ 61,461,796</u>

1/ FERC Form No. 2, page 320, line 97
 2/ FERC Form No. 2, page 321, line 125
 3/ FERC Form No. 2, page 323, line, 201
 4/ FERC Form No. 2, page 235, line 244
 5/ FERC Form No. 2, page 235, line 267

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of Joint Notice and Application Settlement

Stipulation was served upon the following persons by email on August 15, 2016:

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- BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH -

In the Matter of the Application of Questar)
Gas Company for Approval of the Wexpro II) DOCKET NO. 12-057-13
Agreement) REPORT AND ORDER
)

ISSUED: March 28, 2013

SHORT TITLE

Wexpro II Agreement

SYNOPSIS

The Commission approves Questar Gas Company's application for approval of the Wexpro II Agreement which establishes terms and conditions for the potential future acquisition and development of certain oil and gas properties.

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" Division of Public Utilities

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Assistant Utah Attorney General

" Office of Consumer Services

DOCKET NO. 12-057-13

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I. INTRODUCTION

This matter is before the Commission upon the application of Questar Gas Company (“Questar”) for an order approving the Wexpro II Agreement (“Wexpro II”) entered into between Questar, Wexpro Company (“Wexpro”), the Utah Division of Public Utilities (“Division”), and the Wyoming Office of Consumer Advocate (“OCA”) (referred to collectively hereinafter as the “Parties”), on September 12, 2012. Questar is a “public utility” and “gas corporation” as defined in Utah Code Ann. § 54-2-1. Questar seeks this order pursuant to Utah Code Ann. § 54-4-1 *et seq.* and Utah Administrative Code R746-100 *et seq.* Section 54-4-1 vests the Commission “with power and jurisdiction to supervise and regulate every public utility in this state, and to supervise all of the business of every such public utility in this state, and to do all things ... necessary or convenient in the exercise of such power and jurisdiction.”

II. PROCEDURAL HISTORY

On September 10, 2012, Questar filed a notice of intent to file an application for approval of Wexpro II. On September 18, 2012, Questar filed with the Commission a copy of Wexpro II and the application for its approval with supporting testimony and exhibits (“Application”). In general, Wexpro II sets forth procedures by which Wexpro may purchase new natural gas and oil properties or undeveloped leases at its own risk and submit those properties to the Utah and Wyoming Public Service Commissions for approval. Wexpro will manage and develop approved properties as sources of the natural gas Questar provides its retail customers; the cost of this gas to Questar’s customers will reflect Wexpro’s cost of service rather than market pricing. Wexpro will allocate 54 percent of oil and natural gas liquids net revenues to Questar and will retain the remaining 46 percent.

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On September 21, 2012, the Commission issued notice of a scheduling conference, to be held on October 3, 2012, to determine the procedural schedule for examining the Application.¹ On October 2, 2012, the Utah Office of Consumer Services (“Office”) filed a request for a pre-hearing order and schedule (“Pre-hearing Order Request”) seeking, among other things, the Commission to direct the Division to provide testimony regarding its evaluation of Wexpro II and its statutory authority as a Wexpro II signatory. On the same day, Questar and the Division filed responses to the Office’s Pre-hearing Order Request. On October 3, 2012, the Commission commenced the scheduling conference which was continued to October 4, 2012, to permit parties to present their positions on the Pre-hearing Order Request in a recorded hearing with transcription services.

On October 16, 2012, the Commission issued a scheduling order setting the schedule for briefing on dispositive motions at the request of the Office.² On October 22, 2012, the Office notified the Commission via email that it would not file a dispositive motion as provided for in the Commission’s October 16, 2012, order and stated its intent “to answer and address the utility rate and regulatory actions proposed by the application and contract at issue through the public hearing process and in testimony.”³ The email also requested the Commission to schedule discovery, the filing of testimony, and a hearing on the Application.

On October 29, 2012, the Commission issued notice of a second scheduling conference to be held on November 7, 2012. That scheduling conference resulted in a

¹ The following parties requested and were granted intervention in this proceeding: Utah Association of Energy Users and PacifiCorp, doing business in Utah as Rocky Mountain Power.

² See Transcript of Hearing, October 4, 2012, at 8, 10.

³ Email from Paul H. Proctor, Assistant Utah Attorney General, to David R. Clark, Commission Legal Counsel (with a copy to the parties), (October 22, 2012, 1:40 p.m.).

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scheduling order issued November 9, 2012, together with a notice of technical conference to be held on December 5, 2012. On November 28, 2012, the Commission issued an amended notice of technical conference, including discussion items and questions to be addressed at the technical conference.

On December 11, 2012, the Division and Office filed direct testimony. On January 10, 2013, Questar, the Division, and the Office filed rebuttal testimony. On January 17, 2013, the Commission issued a notice of recusal of Commissioner Thad LeVar who recused himself from this proceeding due to his prior involvement in the matter in connection with his former duties as Deputy Director of Commerce for the State of Utah. On January 24, 2013, Questar, the Division, and the Office filed surrebuttal testimony. The Office's January 24th surrebuttal testimony included a suggestion the Commission should accept post-hearing briefs on several legal issues. On January 28, 2013, the Division filed a motion opposing the Office's request for briefing and seeking expedited treatment of the motion. On January 29, 2013, Questar filed a response in support of the Division's motion.

On January 30, 2013, the Commission conducted a duly-noticed hearing in this matter. At the conclusion of the hearing, the Commission determined it would accept a post-hearing brief from the Office and reply briefs from Questar, the Division, and any other interested parties. On January 31, 2013, the Commission held a duly-noticed public witness hearing. Two members of the public appeared: 1) Mr. Lane Beattie, President and CEO of the

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Salt Lake Chamber, and 2) Mr. Jeff Edwards, President and CEO of the Economic Development Corporation of Utah. Both offered sworn testimony in support of the Application.⁴

On January 31, 2013, at the Commission's request, Questar filed Late Filed Exhibit 3.0 containing the guideline letters referenced in Section V-15 of Wexpro II. On February 8, 2013, the Office filed a post-hearing brief. On February 14, 2013, in response to questions posed by the Commission at hearing, Questar filed three replacement pages for Wexpro II which correct clerical oversights in the version of Wexpro II filed with the Application. On February 15, 2012, Questar and the Division filed reply briefs. On March 27, 2013, Questar filed three more replacement pages to correct clerical errors in three exhibits attached to Wexpro II as follows: Exhibit A, p.3; Exhibit B, p.2; and Exhibit F, p.1. These corrections conform the exhibits to the terms of Wexpro II.

III. BACKGROUND

A. Wexpro I

In 1976, in response to events and decisions pertaining to its non-utility oil operations, Questar, then known as Mountain Fuel Supply, organized Wexpro as a wholly-owned subsidiary. Effective January 1, 1977, Questar transferred its so-called "oil properties" (as defined by the companies) to Wexpro. Further, Questar and Wexpro executed a joint exploration agreement ("JEA") which defined how exploration costs and revenues would be shared for further exploration and development of undeveloped leases.⁵ The Division and the Committee of Consumer Services (the predecessor of the Office) challenged this transfer to

⁴See Transcript of Hearing, January 31, 2013, at 5-12.

⁵See *Department of Administrative Services v. Public Service Commission*, 658 P.2d 601, 604 (Utah 1983). Today, Questar and Wexpro are affiliates under the common ownership of Questar Corporation.

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Wexpro, asserting it to be a transfer of valuable utility properties financed by ratepayers to an unregulated company which would be free to use them exclusively to benefit Questar shareholders.⁶ Following lengthy proceedings in Docket No. 76-057-14, the Commission approved the transfer of properties and the JEA, concluding this action placed the properties beyond its jurisdiction.⁷

The Division and Office appealed the Commission's decision, and in *Committee of Consumer Services v. Public Service Commission, Utah* ("Committee"), the Utah Supreme Court reversed the Commission's decision and remanded the case to the Commission for further proceedings.⁸ The Court held that transfers of utility assets should be for fair market value so that ratepayers may receive appropriate benefit. Accordingly, the Court directed the Commission to hold an evidentiary hearing to determine whether transferred properties were utility assets and, if so, whether the transfers were in the public interest.⁹

In order to avoid protracted litigation, negotiations were undertaken to identify a fair and workable resolution. The result of these negotiations was the Wexpro Stipulation and Agreement, executed October 14, 1981 (hereinafter referred to as "Wexpro I").¹⁰ The Commission approved Wexpro I on December 31, 1981, in Docket No. 76-057-14.¹¹

⁶ See id.

⁷ See id; see also Docket No. 76-057-14, Report and Order, issued April 11, 1978, *In the Matter of the Petition of the Division of Public Utilities to Consider the Proposed Transfer of Certain Wells, Leases, Lands and Related Facilities and Interests of Mountain Fuel Supply Company to Wexpro Company*.

⁸ See *Committee of Consumer Services v. Public Service Commission, Utah*, 595 P.2d 871 (Utah 1979), cert. denied, 444 U.S. 1014, 62 L. Ed. 2d 644, 100 S. Ct. 664 (1980).

⁹ See id. at 878.

¹⁰ The Wexpro I Stipulation consists of 18 numbered Sections. The Wexpro I Agreement consists of 10 numbered Articles. Hereinafter, references to numbered sections of the Stipulation and Agreement will be preceded by "Section" and "Article," respectively.

¹¹ See Docket No. 76-057-14, Report and Order on Stipulation and Agreement, issued December 31, 1981, *In the Matter of the Petition of the Division of Public Utilities to Consider the Proposed Transfer of Certain Wells, Leases,*

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The Commission approved Wexpro I despite opposition from the Utah Department of Administrative Services, among others, which argued that Wexpro I did not confer on customers all of the benefits required by the Utah Supreme Court in *Committee*. The Court addressed these and other contentions in *Utah Department of Administrative Services v. Public Service Commission* (“*Department*”) and affirmed the Commission’s order approving Wexpro I.¹² The Court found the Commission’s decision achieved the results sought by the Court’s earlier mandate.¹³ Consequently, since the approval of Wexpro I, Questar has been acquiring a significant percentage of its gas supply from Wexpro under the terms and conditions of Wexpro I. Wexpro I is the model for Wexpro II. Because Wexpro I provides important context for evaluating Wexpro II, key Wexpro I provisions are summarized here.¹⁴

Wexpro I pertains to various types of properties, including Productive Oil Reservoirs (“oil properties”) and Productive Gas Reservoirs (“gas properties”). Under Wexpro I, Wexpro owns and operates oil properties and develops them at its own expense and risk.¹⁵ Wexpro sells all natural gas produced from oil properties to Questar at cost of service. The cost-of-service charge for gas produced from oil properties is defined in Exhibit A of Wexpro I and includes Wexpro’s reasonable and necessary operating expenses, depreciation, taxes, and a return on investment. Wexpro deducts certain necessary and reasonable expenses, royalties, and a return on investment from the proceeds of the sale of oil and natural gas liquids (from existing

Lands and Related Facilities and Interests of Mountain Fuel Supply Company to Wexpro Company on Remand from the Utah Supreme Court. Wexpro I also resolved issues in five other dockets: Docket Nos. 77-057-03, 79-057-03, 80-057-01, 81-057-01, and 81-057-04.

¹² See *Department of Administrative Services v. Public Service Commission*, 658 P.2d 601 (Utah 1983).

¹³ See *id.* at 612-615.

¹⁴ This summary and other discussions of the terms of Wexpro I in this order are not intended to modify the terms of Wexpro I. The language of Wexpro I controls.

¹⁵ See Wexpro I, Article II and Exhibit A.

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and future wells).¹⁶ Questar then receives 54 percent of the oil and natural gas liquids net revenues, and Wexpro retains 46 percent.¹⁷ If a development well is unsuccessful, all of its costs are borne by Wexpro.¹⁸

As to gas properties, Wexpro I specifies Questar retains ownership of producing gas wells and appurtenant facilities that historically had been accounted for in its rate base Account No. 101.¹⁹ The natural gas, natural gas liquids and oil produced from these gas properties belong to Questar and the leaseholds and operating rights are transferred to Wexpro. Wexpro operates the wells and facilities on a service contract basis.²⁰ As with the oil properties, if a gas property development well is unsuccessful, all of its costs are borne by Wexpro.²¹ If it is successful, its cost is capitalized in a manner similar to a rate base account. The service contract cost paid to Wexpro includes a base rate of return (calculated using returns received by a group of regulated utilities), plus an additional risk premium of eight percent for investment in commercial development wells. The proceeds from the sale of oil and natural gas from wells defined in Wexpro I as “prior company wells” are accounted for as Questar revenue. The proceeds from the sale of oil from commercial wells completed after July 31, 1981, on gas properties, i.e., “new oil,” are allocated to Questar and Wexpro according to the 54-46 formula defined in Wexpro I.²²

¹⁶ See Wexpro I, Article II.

¹⁷ See Wexpro I, Article II-4(e), (f), and (g) for a definition of the “54-46 formula.”

¹⁸ See Wexpro I, Article II-4(a).

¹⁹ See Wexpro I, Article III.

²⁰ See *id.*

²¹ See Wexpro I, Exhibit E.

²² See Wexpro I, Article II-4(e), (f), and (g) for a definition of the “54-46 formula.”

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Generally, Questar's duties under Wexpro I are limited to accounting responsibilities, arranging for transportation and delivery of natural gas, compensating Wexpro for its cost of service, responding to any defaults under the agreement, and making decisions pertaining to dry holes and required downstream investments.²³ Questar, in conjunction with Wexpro, is also responsible to provide a report to the Division within 60 days of the end of every calendar quarter setting out production of the oil and gas properties, the financial benefits from the properties, and reporting on the operations of each element of Wexpro I.²⁴

Among the provisions in Wexpro I is the "Standard of Operation" which states:

"Except as specifically provided herein, in all aspects of exploration for and development of oil and natural gas discoveries and production on transferred leaseholds and Account 101/105 leaseholds transferred under this Agreement, the parties will operate in accordance with *prudent, standard and accepted field and reservoir management and engineering practices, and with due regard for the benefits provided the Company's utility operations.*"²⁵

Additionally, Wexpro I establishes the Division's role to monitor Questar and Wexpro performance in meeting this standard, including employing the services of the accounting and hydrocarbon monitors, retained by the Division at a cost of not more than \$60,000 per year, respectively.²⁶ Any such monitoring costs are considered to be reasonable Wexpro expenses and are included in its cost of service.

As to dispute resolution, Wexpro I provides that if any party claims another party is in default of its obligations, the defaulting party first has the opportunity to correct the default

²³ See Wexpro I, Articles, I-20, II-5(b), II-8(f), III-8(e), III-5(b) and (c), Exhibit E, and Section 9.

²⁴ See Wexpro I, Section 8.1.

²⁵ Wexpro I, Article VIII-13 (emphasis added).

²⁶ See Wexpro I, Section 8.

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after notification. If the default is not corrected to the satisfaction of the charging party, the matter must be addressed through a defined arbitration procedure.²⁷

B. Wexpro II

For over 30 years Wexpro has developed and produced gas, oil, and gas liquids pursuant to the terms of Wexpro I. During this period the subject properties have accounted for a significant percentage of Questar's total retail gas volumes.²⁸ Questar asserts the gas provided to customers under Wexpro I has generated substantial net savings to date in comparison to market-based sources.²⁹ To address the finite nature of Wexpro I properties and perpetuate their perceived benefits, Questar initiated discussions with interested parties. According to Questar, these efforts led to the execution of Wexpro II.³⁰ A copy of Wexpro II, including the replacement pages filed on February 14 and March 27, 2013, is attached to and incorporated in this order.

Unlike Wexpro I, which applies to a defined set of oil and gas properties, Wexpro II creates a process by which new properties can become subject to terms and conditions similar to those in Wexpro I. Notably, the gas produced by Wexpro from such properties also will be sold to Questar at cost of service.³¹ Under Wexpro II, Wexpro would acquire oil or gas properties or undeveloped leases at its own expense. The Utah and Wyoming Commissions would have a right of first refusal on all such properties that are within the development drilling

²⁷ See Wexpro I, Section 9.

²⁸ See Direct Testimony of Barrie L. McKay, QGC Ex. 1.0, at 2.

²⁹ See *id.*

³⁰ See Direct Testimony of Barrie L. McKay, QGC Ex. 1.0, at 3-4.

³¹ See Wexpro II, Section III-3.

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area established in Wexpro I.³² Questar would also be permitted, but not required, to seek Wexpro II treatment for oil and gas properties outside of the Wexpro I development drilling area.³³

Wexpro II establishes procedures for Questar to file applications with the Utah and Wyoming Commissions requesting approval to include proposed properties within the scope of Wexpro II. Wexpro II specifies, among other things, the supporting documentation required in such applications, the application schedule, the hydrocarbon monitor's role in evaluating the properties, Wexpro's duty to facilitate interested parties' analyses, the handling of acquisition costs, the management of gas volumes, and the accounting treatment of Wexpro II properties.³⁴ If both commissions approve including the proposed properties within the scope of Wexpro II, Wexpro must develop the properties for the benefit of Questar's customers pursuant to the terms of Wexpro II.

Wexpro II has many of the same terms and conditions as Wexpro I. For example, Wexpro will continue to bear the risk of dry holes. Further, under both agreements the Wexpro operating expenses paid by Questar, and ultimately by Questar ratepayers, may only include "reasonable and necessary" expenses in various defined categories.³⁵ Commercial development drilling wells will earn the same rates of return as specified in Wexpro I. Wexpro's acquisition

³² See Wexpro II, Section IV-1(a); *see also* Direct Testimony of Barrie L. McKay, QGC Ex. 1.0, at 6.

³³ See Wexpro II, Section IV-1(b); *see also* Direct Testimony of Barrie L. McKay, QGC Ex. 1.0, at 6.

³⁴ See Wexpro II, Section IV; *see also* Direct Testimony of Barrie L. McKay, QGC Ex. 1.0, at 6-7.

³⁵ See Wexpro I, Exhibit A and Exhibit E; *see also* Wexpro II, Exhibit A and Exhibit Draph 1.

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costs, however, will earn a return calculated using the returns approved for Questar by the Utah and Wyoming Commissions.³⁶

Questar's Wexpro II duties are similar to those under Wexpro I with the addition, for example, of responsibilities specified in Wexpro II, Section IV-2 (mentioned above) pertaining to the filing of applications with the Utah and Wyoming Commissions requesting approval to include proposed properties under Wexpro II.³⁷ In addition, Section IV-8 specifies Wexpro II gas volumes will be managed under the direction of Questar.

Wexpro II, Section V-15 refers to the use of confidential guideline letters in executing and administering Wexpro II. The use of guideline letters began in the course of administering Wexpro I but was never presented to the Commission. Historically, Wexpro used these letters to document the concurrence of the Division's hydrocarbon monitor and/or accounting monitor (and in some cases the Division and the Wyoming Commission Staff) with various actions Wexpro sought to take with respect to Wexpro I. Wexpro II, Section V-15 incorporates all applicable Wexpro I guideline letters by reference, and an index of the letters is included as Wexpro II, Exhibit G. Moreover, Section V-15 contemplates the Parties and the Wyoming Commission Staff will develop future guideline letters, as necessary, in consultation with the independent monitors. New proposed guideline letters must be approved by all Parties and the Wyoming Commission Staff before becoming effective.³⁸

³⁶ See Wexpro II, Section IV-6.

³⁷ Wexpro II, Sections IV-3(e) and V-12(b) also require Wexpro to make itself available to the parties in these application proceedings; to provide access to its books, accounts and records; and to cooperate with the monitors in attempting to obtain other relevant information.

³⁸ See Wexpro II, Section V-15(b).

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While based on Wexpro I, Wexpro II is distinct in several other ways. The fees paid to the Division's hydrocarbon and accounting monitors under Wexpro II do not have a dollar cap and cover monitoring responsibilities addressed in both Wexpro I and Wexpro II. All actual and reasonable fees and expenses for the monitors are considered to be normal business expenses of Wexpro in determining the cost of service. Additionally, although the dispute resolution procedures are similar to those contained in Wexpro I, under Wexpro II, disputes pertaining to Questar's default of its obligations under Wexpro II will be adjudicated before the Utah and Wyoming Commissions. Finally, Wexpro II, Section V-10 (Standard of Operation) requires Wexpro to both "*drill and operate* in accordance with prudent, standard and accepted field and reservoir management and engineering practices, and with due regard for the benefits provided the Company's utility operations *in consultation with the Company* [Questar]" (emphasis added). The Standard of Operation defined in Wexpro I (Article VIII-13) does not specify "drill and operate" and does not require consultation with Questar.

IV. POSITIONS OF THE PARTIES

A. Questar

Questar testifies Wexpro I, since its inception in 1981, has saved its customers about \$1.27 billion in gas costs.³⁹ Additionally, Wexpro I, in Questar's view, has provided a stable source of supply and a long term hedge against gas price volatility.⁴⁰ Gas supplies provided pursuant to Wexpro I have ranged between about one-third and one-half of the annual supplies required to meet the needs of Questar's customers. Moreover, gas production subject to

³⁹ See Direct Testimony of Barrie L. McKay, QGC Ex. 1.0, at 2.

⁴⁰ See *id.*

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Wexpro I is finite, although it is exceeding initial expectations due to technological improvements in drilling and production methods.⁴¹ Questar asserts Wexpro is positioned to expand its exploration and production of gas properties beyond those subject to Wexpro I. Questar believes the current low-gas-price environment makes this a favorable time to consider acquiring new gas reserves for the benefit of Questar's customers.⁴²

Beginning in the fall of 2011, Questar began to hold public meetings to discuss conceptually a successor agreement patterned on Wexpro I. Additional meetings were held with the Division, the Office, the Wyoming OCA and the hydrocarbon monitor. According to Questar, Wexpro II was developed and refined with these parties' contributions and input.⁴³

Questar believes Commission approval of Wexpro II is in the public interest; Wexpro II will be beneficial to Questar's customers because it affords customers access to gas properties purchased by Wexpro at its own risk. Questar testifies the viability of each property and its potential benefits as a long-term physical hedge against natural gas market price volatility will be fully vetted by Questar, the Division's hydrocarbon monitor, and any other interested parties, before the Commission (as well as the Wyoming Commission) considers whether to include such property within the scope of Wexpro II. Questar asserts such properties that are developed will mitigate risks for customers. "Having long-term access to cost-of-service supplies will lessen the impact of the volatility of the natural gas market on Questar Gas and its customers. Questar Gas' customers will not experience sharp spikes that market-based gas costs

⁴¹ See id.

⁴² See id. at 3.

⁴³ See id. at 4.

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have seen. And if history is any indication, Questar Gas' customers should continue to enjoy significant cost savings over time."⁴⁴

Questar testifies it likely would not have sought to expand the cost-of-service arrangements of Wexpro I but for Questar Corporation's⁴⁵ recent spin-off of its unregulated exploration and production business.⁴⁶ According to Questar, that action and the refocusing of Questar Corporation on its core utility business are reasons for its pursuit of Wexpro II.⁴⁷ Questar believes continuation of the asserted benefits of cost-of-service gas through Wexpro II will allow Questar "to continue to provide gas to customers at prices among the lowest in the nation. . . ."⁴⁸ Questar maintains this outcome is in the public interest for many reasons, including enhancing the state of Utah's competitiveness in economic development and providing a long term source of gas supply for its residents.⁴⁹

B. The Division

The Division supports the Application and believes approval of Wexpro II is in the public interest.⁵⁰ The Division views Wexpro II as a no cost option to hedge against future natural gas spot market price volatility. It asserts this is a prudent objective that could benefit, and historically through Wexpro I has benefited, Questar's ratepayers.⁵¹ In the Division's opinion, this objective is accomplished without any change in Questar's current rates and without

⁴⁴ See id. at 10.

⁴⁵ Questar Corporation is the parent company of Questar and Wexpro.

⁴⁶ See Rebuttal Testimony of Barrie L. McKay, QGC Ex. 1.0R, at 3.

⁴⁷ See id.

⁴⁸ Id. at 16.

⁴⁹ See id. at 16-17.

⁵⁰ See Pre-filed Direct Testimony of Douglas D. Wheelwright, DPU Ex. 1.0D, at 2, 7.

⁵¹ See id. at 3, 7.

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placing any financial obligations on Questar or its customers.⁵² Moreover, without this continuing option, the Division believes Questar customers could be unduly exposed to future natural gas spot market volatility and uncertainty.⁵³

The Division describes a number of advantages for ratepayers in Wexpro II's approach to providing a continuing option for future hedging of gas prices.⁵⁴ According to the Division, when ratepayers are asked to participate in a hedge (i.e., when Questar proposes to include a property under Wexpro II), ratepayers, through the efforts of the hydrocarbon monitor and the other participants in the Commission's application proceeding, will have access to information on the cost of the hedge, expected production, and forward price curves. The Division states these are the relevant measures of whether participating in the hedge is in the public interest, and they will be known to the Commission and the hearing participants at the time of decision, unlike with typical hedging programs.⁵⁵ Moreover, capital costs incurred from that point forward will only be included in rates if the newly-drilled wells are determined to be commercial because Wexpro will bear the risk of dry holes. Additionally, in the Division's view, ratepayers are further safeguarded by Questar's ability under Wexpro II to "direct the development and drilling of properties operated by Wexpro."⁵⁶ The Division states if Questar exercises that ability imprudently, disallowances are possible under Wexpro II.⁵⁷

Regarding the current market for gas properties, the Division testifies well owners that entered into three to five year sales agreements in 2008 and 2009 secured gas prices that

⁵² See id. at 8.

⁵³ See id.

⁵⁴ See id.

⁵⁵ See Prefiled Rebuttal Testimony of Douglas D. Wheelwright, DPU Ex. 1.0R, at 7.

⁵⁶ Id.

⁵⁷ See id.

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were much higher than current prices. Given the current low gas prices and the forecast for relatively stable prices going forward, the Division believes existing well owners may desire to sell their interests in existing wells, rather than making more sales at today's lower prices. These conditions create a potential opportunity for Wexpro to acquire additional wells on favorable terms.⁵⁸

The Division also evaluated the rate of return Wexpro will earn on Wexpro II properties. The Division states Wexpro's actual return on new properties to be a combination of existing wells at the lower rate of return and development wells at the higher rate.⁵⁹ The Division refers to examples provided by Questar projecting life cycle returns of 13 percent to 14 percent. The Division projects the blended return for Wexpro II properties will be lower than the return on the developed wells that are subject to Wexpro I.⁶⁰

C. The Office

The Office asserts the expansion of Questar's access to cost-of-service gas supplies could provide additional benefits to customers, if properly designed.⁶¹ While acknowledging Wexpro I has provided net benefits to customers over the past 30 years, the Office raises two primary issues concerning the Application: 1) the Parties must be required to demonstrate Wexpro II is in the public interest; and, 2) certain changes must be made to the oversight provided for in Wexpro II before it can be found to be in the public interest.⁶²

⁵⁸ See Pre-filed Direct Testimony of Douglas D. Wheelwright, DPU Ex. 1.0D, at 8.

⁵⁹ See *supra* discussion of rates of return in Sections II.A and II.B.

⁶⁰ See Pre-filed Direct Testimony of Douglas D. Wheelwright, DPU Ex. 1.0D, at 10-11.

⁶¹ See Direct Testimony of Michele Beck, Ex. OCS 1D Beck, at 2.

⁶² See Transcript of Hearing, January 30, 2013, at 104.

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The Office testifies the primary question should be whether the Parties have demonstrated that Commission approval of Wexpro II is in the public interest.⁶³ The Office maintains the Parties have relied too much on the historical performance of Wexpro I in supporting Wexpro II. “[E]nough facts and circumstances have changed in 30 years that public interest should have been more specifically addressed. In fact, the Office asserts that [Wexpro II] cannot be demonstrated to be in the public interest unless a few minor but fundamental changes are made to the oversight of [Wexpro II].”⁶⁴

Regarding oversight, the Office believes the only method of dispute resolution provided for under Wexpro II is binding arbitration and that this method is inadequate.⁶⁵ This method, according to the Office, wrongly removes the Commission from the oversight process.⁶⁶ The Office asserts neither the Division, nor the monitors, nor an arbitration panel has the mandate imposed on the Commission to uphold the public interest.⁶⁷ Without a change in this oversight structure, in the Office’s view, Wexpro II cannot be found to be in the public interest.

In addition to the objections noted, the Office has also expressed concerns regarding incorporation by reference of the guideline letters and perceived lack of access by non-Parties to future operating reports pertaining to the Wexpro II properties. The Office noted during the hearings that these concerns had been alleviated or at least mitigated. Regarding the guideline letters, Questar has committed to identify the specific guideline letters applicable to

⁶³ See id. at 106.

⁶⁴ Id. at 107.

⁶⁵ See id. at 105.

⁶⁶ See id.

⁶⁷ See id. at 107.

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any property proposed for Wexpro II treatment, as the Office recommends.⁶⁸ Regarding access to Wexpro II information, the Office states it feels “some level of comfort” from the Division’s assurances of access and notes no other party took the opportunity to intervene and raise this issue.⁶⁹

V. DISCUSSION, FINDINGS AND CONCLUSIONS

In *Department* the Court applied the public interest standard in evaluating the unsuccessful challenges to Wexpro I.⁷⁰ Likewise, as noted above, the Parties and the Office present their positions in this case in the context of whether Wexpro II will serve the public interest. We also apply this standard as we evaluate the attributes of Wexpro II.

It is uncontroverted Questar’s customers have derived substantial net savings from the operation of Wexpro I over the past 30 years. According to the Division, of the 26 years from 1985 through 2011, there were only five years in which buying gas on the market would have benefited Questar’s ratepayers, in comparison to the cost-of-service gas provided via Wexpro I.⁷¹ Questar and the Division testify they have entered into Wexpro II to provide the means by which similar benefits may continue, even after the Wexpro I reserves are exhausted. While the protracted lawsuits and other circumstances which led to Wexpro I are much different from the circumstances applicable today, maintaining the advantages of a cost-of-service gas option is a worthy objective, a perspective the Office shares in common with the Parties.⁷² The

⁶⁸ See Transcript of Hearing, January 30, 2013, at 12.

⁶⁹ See *id.* at 117-118.

⁷⁰ See *Department of Administrative Services v. Public Service Commission*, 658 P.2d 601, 616-19 (Section IV. “Settlement in Public Interest?”).

⁷¹ See Pre-filed Direct Testimony of Douglas D. Wheelwright, DPU Exhibit 1.0D, at 6.

⁷² See Direct Testimony of Michele Beck, Exhibit OCS 1D Beck, at 1-2.

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central question before us is whether Wexpro II achieves this objective in a manner consistent with the public interest.

We find Questar and the Division have adequately demonstrated Wexpro II to be in the public interest. As the Division testifies, Wexpro II is designed to allow Questar's customers to benefit from a no cost option to participate in future, long-term hedges of natural gas market prices.⁷³ Wexpro II's structure mitigates ratepayers' future gas price risk in several ways, some of which are consistent with Wexpro I terms and conditions, while others increase ratepayers' protections. For example, Wexpro II standing alone has no financial consequence for ratepayers. Wexpro must make the initial financial commitment to new development properties at its own risk. This feature creates a strong incentive for Wexpro to purchase only properties it is confident will be commercially viable and will demonstrably benefit ratepayers. Moreover, to the extent such properties are purchased within the Wexpro I development drilling area, Wexpro and Questar must offer them for service to ratepayers. This feature affords ratepayers substantial protection against Wexpro retaining the most profitable properties for its own benefit and only passing along those which are of questionable value or more risky.

Additionally, consistent with the Division's testimony, the Commission will not consider including properties under Wexpro II until the actual cost of the property is known, and the expected production levels of the properties and forward price curves are available to be evaluated by the Division, the hydrocarbon monitor, and other interested parties, in a Commission proceeding. The Division states, and we agree, these data are among the appropriate measures for determining whether the approval of the property is in the public

⁷³ See Pre-filed Direct Testimony of Douglas D. Wheelwright, DPU Ex. 1.0D, at 3-4.

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interest.⁷⁴ Moreover, as noted above, capital costs incurred from that point forward will only be included in rates if the newly-drilled wells are determined to be commercial.⁷⁵

Wexpro II, Section IV-2 places on Questar the responsibility to file the applications and supporting information the Commission will consider in determining whether to approve specific properties for Wexpro II treatment. Although not directly stated in Wexpro II, it is certainly implied that Wexpro will participate, as appropriate, in preparing and presenting the requisite information⁷⁶ and that such information will be the best information available to Questar. Indeed, Questar testified this will be so.⁷⁷

Section IV-2 outlines various types of information, data and analyses that must accompany Questar's applications. These include, for example: 1) the purchase price and gas pricing assumptions, 2) the forecasted production/reserves for future wells, 3) the estimated drilling (capital) costs per well, 4) the forecasted long term cost of service analysis, 5) the impact on Questar's gas supply, and 6) other data as may be requested or appropriate to an evaluation of the property. Items in this latter category could include analyses of potential alternatives to the proposed property and the potential effect of the proposed property acquisition on Questar's gas management and integrated resource planning. To assure the evaluation of each proposed property is robust, we will convene a technical conference in the near future under the Division's direction to further define the supporting information that should accompany any Questar application proposing property for inclusion under Wexpro II. This technical conference will

⁷⁴ See Pre-filed Rebuttal Testimony of Douglas D. Wheelwright, DPU Ex. 1.0R, at 7.

⁷⁵ See Wexpro II, Article I-11, for the definition of "commercial well."

⁷⁶ See Wexpro II, Article IV-3(e); *see also* Transcript of Hearing, January 30, 2013, at 60.

⁷⁷ See Transcript of Hearing, January 30, 2013, at 40-41.

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add specificity and detail to the list of supporting material already outlined in Section IV-2.⁷⁸ In sum, in Section IV-2 Questar accepts responsibility to propose and support, with the best information available to it, the inclusion of properties under Wexpro II. These Questar duties provide the Commission appropriate oversight of Questar's reliance on such properties as sources of its gas supply. Moreover, these duties are consistent with the public interest in the prudent acquisition of such supplies.

The evidence of current market conditions for the purchase of gas and oil properties also substantiates the public interest in expanding the properties currently subject to cost-of-service pricing. While the Wexpro I properties have outlived initial expectations and will continue to produce for a number of years, market conditions today strongly suggest additional properties may be available at favorable prices, as the Division testifies.⁷⁹ Wexpro II affords ratepayers the option to benefit from these market conditions. The application process Wexpro II establishes will give the Division, the Office, and other consumer advocates the opportunity to examine carefully the attributes of individual properties before the acquisition and development costs of accepted properties are included in rates.

The rates of return available to Wexpro on Wexpro II properties do not overshadow the public benefits of the no cost option Wexpro II will provide. First, as already noted, Wexpro must acquire potential Wexpro II properties at its own risk. Second, prior to development, acquired properties earn only the weighted average of the returns authorized for Questar by the Utah and Wyoming Commissions. Third, only developed facilities earn the risk

⁷⁸ See id. at 41, where Questar expresses its support of this approach.

⁷⁹ See Pre-filed Direct Testimony of Douglas D. Wheelwright, DPU Ex.1.0D, at 8.

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premiums specified in Wexpro II, and to qualify, the facilities must achieve commercial status. Otherwise, Wexpro recovers neither actual incurred costs nor a return.⁸⁰ Fourth, expected potential returns to an exploration and production company in a similar arrangement with a utility, and approved by another state commission, appear to be much higher than those specified in Wexpro II.⁸¹ Taken together, these factors weigh in favor of Wexpro II approval.

In addition to its general concern that Questar has not carried its burden to prove the public interest, the Office asserts the oversight processes in Wexpro II, and in particular the arbitration provisions, improperly infringe upon the Division's statutory duties and the Commission's jurisdiction. Without changes in these areas, Wexpro II, according to the Office, cannot be found to be in the public interest. Based on Wexpro II's terms, the testimony of the Parties, and the positions expressed in their briefs, we disagree. Questar's duties under Wexpro II, discussed above, and the Division's ability to monitor Questar's performance of those duties provide the Commission adequate opportunity to supervise and regulate Questar's service to the public. Wexpro II's terms will not interfere with the Commission's power and jurisdiction to hold Questar accountable to act prudently in obtaining gas supplies for its customers.

The Office argues that in approving Wexpro II the Commission will give up authority to regulate the rates charged to Questar's customers for the gas Questar purchases from Wexpro.⁸² In reality, Wexpro II, standing alone, will have no effect on rates. Rather, it is the individual applications Questar files that potentially impact rates. As previously noted, Wexpro II outlines a variety of types of data and analyses Questar and Wexpro must provide in support of

⁸⁰ See Wexpro II, Section II-2(a); *see also* Wexpro II, Exhibit D.

⁸¹ See Surrebuttal Testimony of James R. Livsey, Exhibit QGC 2.0SR, at 2-3.

⁸² See Utah Office of Consumer Services' Post-Hearing Brief, filed February 8, 2013, at 1-2.

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these applications. Moreover, these information requirements will be further refined at an upcoming technical conference. Questar testifies the Commission will receive the best information available to Questar when it supplies the required data, forecasts, and analysis relevant to the application.⁸³ If Questar willfully withholds, misrepresents, or negligently fails to ascertain and present pertinent information, it will breach its duties under Section IV-2. As discussed in more detail below, under Wexpro II, Section V-13, any such default of Questar's contractual obligations would be adjudicated before the Commission.

Similarly, during and after the development of Wexpro II properties, Questar continues to have Wexpro II contractual obligations that protect ratepayers from imprudent actions. Wexpro II, Section IV-8 places on Questar the duty to manage Wexpro II gas volumes. Section V-10, establishes the Standard of Operation, previously mentioned, requiring "prudent, standard and accepted field and reservoir management and engineering practices." This operating standard is not only applicable to Wexpro. It requires Wexpro to act in consultation with Questar, with due regard for the benefits provided to Questar customers. This language makes it incumbent upon Questar to assure drilling and operation of approved properties are conducted in the manner that will benefit Questar customers, consistent with prudent, standard and accepted practices. If Wexpro chooses a different course, Questar's Wexpro II duties require it to take appropriate actions on behalf of its customers. Any claim of Questar's failure to do so would be adjudicated before the Commission.

Questar's duty to assure Wexpro acts with due regard for Questar's customers is reinforced by the provisions of Wexpro II, Exhibit A, "Cost-of-Service Formulation for Gas

⁸³ See Transcript of Hearing, January 30, 2013, at 40-41.

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from Oil Reservoirs” and Exhibit D “Operator Service Fee.” Each of these exhibits defines the operating expenses Wexpro may charge Questar for drilling and operating Wexpro II oil and gas properties, respectively. As defined, such expenses must be “reasonable and necessary.”

Accordingly, it would be imprudent and a breach of duty for Questar to pay Wexpro for expenses that were not reasonable and necessary in carrying out prudent, standard and accepted practices. Again, any such default would be adjudicated before the Commission.

The Commission’s oversight of Wexpro II performance is further facilitated by the work of the hydrocarbon and accounting monitors who will function at the Division’s direction. The Division expects these monitors to have responsibilities similar to those they have carried out under Wexpro I (and without the annual \$60,000 budget cap).⁸⁴ Both Questar and the Division testify these monitors have the responsibility to monitor, evaluate, and report on whether Wexpro and Questar are performing their contractual duties.⁸⁵ The monitors are described as “very interactive” and “at the ground level” in reporting Wexpro’s actions and making recommendations to the Division.⁸⁶ They conduct investigations in accordance with accepted engineering practices and industry standards.⁸⁷ They also issue a report annually that includes a “technical evaluation of special projects, issues, and activities undertaken by Wexpro...” and provide the Division a confidential assessment of the benefits to Utah ratepayers.⁸⁸ The Division, in carrying out its statutory responsibilities, will evaluate this information together with the operational reports Wexpro must provide annually.⁸⁹

⁸⁴ See Transcript of Hearing, January 30, 2013, at 98.

⁸⁵ See id. at 56-60, 96-98.

⁸⁶ See id. at 58.

⁸⁷ See id. at 97-98.

⁸⁸ See id. at 98.

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Given Questar's duties under Wexpro II, the evaluations and reports of the monitors will be important not only in reviewing Wexpro's performance but also in assessing the prudence of Questar's actions in behalf of its customers. Moreover, the Division points to Questar's Account No. 191 pass-through applications as Commission proceedings in which Questar's prudence in acquiring gas is routinely examined.⁹⁰ The foregoing evidence clearly establishes the Division will have the means and the path to perform its statutory duties to represent the public interest and to "conduct audits and inspections or take other enforcement actions to assure compliance with commission decisions..."⁹¹ The Division's efforts, in turn, will substantially facilitate the Commission's oversight of Questar's Wexpro II performance.

The Office maintains Wexpro II's arbitration provision seeks to eliminate the Commission's power to supervise the performance of a contract that will directly affect the cost of gas paid by Questar's customers.⁹² The Office contends the arbitration provision compels the Division to pursue its obligation to the public interest before an arbitrator who has no duty to uphold it. The Office also argues that, in effect, the arbitration provision delegates the Commission's public authority to judge the prudence of Questar's actions to a private entity. The Office seems to believe that because Wexpro II does not place Parties' disputes with Wexpro before the Commission, the Commission is deprived of its ability to regulate the reasonableness of Questar's rates. The Office's interpretations overlook the plain meaning of the

⁸⁹ See, e.g., Wexpro II, Section V-12 (requiring Wexpro and Questar to report annually the "production of the Wexpro II properties, the financial benefits from the Wexpro II properties, and reporting on the operation of each element of the [Wexpro II] Agreement," and to make Wexpro's pertinent books and records available to the Division).

⁹⁰ See Transcript of Hearing, January 30, 2013, at 102.

⁹¹ U.C.A. § 54-4-1.5(3); see also U.C.A. § 54-4a-1(1)(b).

⁹² See Utah Office of Consumer Services' Post-Hearing Brief, filed February 8, 2013, at 16.

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dispute resolution section which reserves to the Commission adjudication of Questar's prudent exercise of its Wexpro II rights and duties. The pertinent Wexpro II language states:

V-13 Dispute Resolution.

Parties acknowledge that from time to time disputes may arise regarding the performance of this [Wexpro II] Agreement. **In the event that any Party claims that there is a default by Questar Gas of any of its contractual obligations under the terms or intent of this Agreement, such dispute will be adjudicated before the Commissions.** (Emphasis added.)

Section V-13 also provides a separate process for Parties to address claims of default by Wexpro and describes in detail the mandatory and binding arbitration process for such claims.

Regardless of Wexpro II's terms, the Commission's jurisdiction in this context extends to, and is also limited to, Questar's conduct. The Commission generally does not have jurisdiction over Questar's vendors, contractors or suppliers. The Commission, however, assures Questar's transactions with these entities do not contravene the public interest. The Commission accomplishes this through its oversight of Questar's prudence in entering into, and performing the duties it undertakes in, such transactions. When Questar imprudently incurs costs through such transactions, the Commission may disallow the costs from recovery in rates.

In light of the duties Questar undertakes in Wexpro II, together with Questar's more general duties as a public utility, the Commission finds the Wexpro II dispute resolution process simply makes explicit the Commission's authority to safeguard the public interest through its regulation of Questar. Section V-13, quoted above, specifically references the Commission's authority to adjudicate any alleged default by Questar. Nothing in Wexpro II will interfere with the Commission's oversight of Questar's actions in relation to Wexpro II. As Questar stated in its brief:

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[T]he fact that the Commission may not order Wexpro to take certain actions under the [Wexpro II] Agreement does not deprive the Commission of any jurisdiction to set the rates and charges of Questar Gas and to disallow costs if it finds, based on substantial evidence, that Questar Gas acted imprudently. Indeed, the [Wexpro] Agreement clearly exempts the prudence of Questar Gas's conduct under the Agreement from the binding arbitration provision, recognizing that issue is within the purview of the Commission.⁹³

...If Questar Gas is imprudent in its purchases of gas from any supplier, Wexpro included, the Commission may disallow costs incurred to the extent they result from that imprudence. If Questar Gas is imprudent in consulting with Wexpro regarding development of any property included in Wexpro II, the Commission may disallow costs incurred by Questar Gas to the extent those costs arise from [Questar's] imprudence.⁹⁴

...If the Division or the Office believes that the costs paid by Questar Gas to Wexpro under Wexpro II are imprudent, they may make such claims in [Questar's] pass-through [Account No. 191] cases before the Commission.⁹⁵

Moreover, as Questar acknowledges, because under Wexpro II the transactions will involve an affiliate, the Commission will apply a higher level of scrutiny in determining whether Questar acts prudently in exercising its rights and performing its duties.⁹⁶ It is clear, therefore, the dispute resolution provision of Wexpro II will not impede the Commission in the exercise of its statutory responsibilities.

Based on the record before us, and the foregoing findings and conclusions, we find approval of Wexpro II to be in the public interest.

⁹³ Response of Questar Gas to Office's Post-Hearing Brief, filed February 15, 2013, at 2.

⁹⁴ Id. at 12-13.

⁹⁵ Id. at 13.

⁹⁶ See id. at 10-11.

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VI. ORDER

Wherefore, pursuant to the foregoing discussion, findings and conclusions, we order:

1. The Application of Questar Gas for approval of the Wexpro II Agreement, executed September 12, 2012, incorporating corrected pages filed on February 14 and March 27, 2013, is approved.

2. The Commission will hold a technical conference under the direction of the Utah Division of Public Utilities to further specify the materials, analyses, forecasts, cost estimates, and other data that shall accompany Questar's applications for approval to include proposed oil and gas properties under the Wexpro II Agreement (see Wexpro II Agreement, Section IV-2). Notice of the time and place of the technical conference will be issued separately from this order.

DATED at Salt Lake City, Utah this 28th day of March, 2013.

/s/ Ron Allen, Chairman

/s/ David R. Clark, Commissioner

Attest:

/s/ Gary L. Widerburg
Commission Secretary
D#243055

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Notice of Opportunity for Agency Review or Rehearing

Pursuant to Utah Code Ann. §§ 63G-4-301 and 54-7-15, a party may seek agency review or rehearing of this order by filing a request for review or rehearing with the Commission within 30 days after the issuance of the order. Responses to a request for agency review or rehearing must be filed within 15 days of the filing of the request for review or rehearing. If the Commission does not grant a request for review or rehearing within 20 days after the filing of the request, it is deemed denied. Judicial review of the Commission's final agency action may be obtained by filing a petition for review with the Utah Supreme Court within 30 days after final agency action. Any petition for review must comply with the requirements of §§ 63G-4-401 and 63G-4-403 of the Utah Code and Utah Rules of Appellate Procedure.

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ATTACHMENT A - THE WEXPRO II AGREEMENT

As Corrected Pursuant to Correspondence from Questar Gas Company
Filed with the Commission on February 14, 2013, and March 27, 2013.

WEXPRO II AGREEMENT

This Wexpro II Agreement (Wexpro II Agreement or Agreement) is entered into on _____, 2012, between Wexpro Company (Wexpro), Questar Gas Company (Questar Gas or the Company), the Utah Division of Public Utilities (Division), and the Wyoming Office of Consumer Advocate (OCA) (singly a Party and collectively the Parties). This Wexpro II Agreement shall be effective upon the entry of a final order of approval by the Utah Public Service Commission (Utah Commission) and the Wyoming Public Service Commission (Wyoming Commission) (together Commissions) as set forth below.

RECITALS

A. This Wexpro II Agreement derives from the Wexpro Stipulation and Agreement executed October 14, 1981 and approved October 28, 1981 by the Wyoming Public Service Commission and December 31, 1981 by the Utah Public Service Commission (hereinafter Wexpro I or Wexpro I Agreement). The Wexpro I Agreement and accompanying guideline letters provide, among other things, the establishment of terms and conditions for a “self-governing means of encouraging the development of natural gas to be made available to Questar Gas’ retail distribution customers” at established contractual prices, subject to the ratemaking and other authority of utility regulatory agencies. Over the past thirty years, Wexpro has drilled, developed and operated properties under the Wexpro I Agreement for the benefit of both Questar Gas’ customers and Wexpro.

B. Wexpro I and the accompanying guideline letters govern the rights and obligations of the parties to the Wexpro I Agreement in and with respect to expressly defined and identified oil and gas properties.

C. As the Wexpro I Agreement properties mature and continue to be depleted, the Parties desire to supplement the Wexpro I Agreement properties with new properties that would be developed and operated by Wexpro under terms similar to the Wexpro I Agreement, all as set forth herein.

D. Oil and gas property acquisitions, which if approved by the Utah and Wyoming Commissions, will be identified as Wexpro II Properties subject to this Wexpro II Agreement and are believed to have significant potential value for Questar Gas’ retail distribution customers.

E. The intent of this Wexpro II Agreement is to produce additional natural gas for the benefit of both Questar Gas’ customers and Wexpro.

Therefore, in order to establish a process by which Wexpro II Properties may be identified, evaluated and submitted for approved development and management, the undersigned Parties agree as follows.

I. DEFINITIONS

For purposes of this Agreement, the following definitions will apply to the indicated terms wherever they appear.

Products

I-1. Natural Gas. A gaseous substance whose major constituent is methane.

I-2. Natural Gas Liquids. All liquids extracted from a natural gas stream except liquids (including condensate) recovered by surface separators.

I-3. Oil. The generic term used to describe all products including minerals and hydrocarbons other than natural gas or natural gas liquids.

I-4. Hydrocarbons. A generic term used to refer to natural gas, natural gas liquids and oil collectively.

Hydrocarbon-Producing Properties and Related Terms

I-5. Well. The well bore and all underground and surface materials and facilities installed in connection with drilling into the earth's surface for the production or injection of hydrocarbons and other substances. The term "well" includes all appurtenant facilities.

I-6. Appurtenant Facilities. Those facilities, downstream from the wellhead, to and including the delivery point, that are necessary to make the products acceptable for delivery including, but not limited to, compression, transportation, gathering, separation, treating and certain processing facilities.

I-7. Delivery Point. That point, under standard industry practice, at which a purchaser of oil or natural gas liquids or natural gas takes delivery from the producer.

I-8. Completed Well. (a) A well ready for and capable of producing hydrocarbons in commercial quantities regardless of whether the necessary equipment and machinery is installed to permit continuous production and marketing of hydrocarbons or (b) a dry hole.

I-9. Development Well. A well drilled under the terms of this Agreement for carrying out development oil or development gas drilling, as those terms are defined in Section I-18 and I-19.

I-10. Dry Hole. A development well that (i) upon completion is clearly uneconomical to produce and is plugged and abandoned while the drilling rig is in place, or (ii) is otherwise not determined to be a commercial well under the procedures set forth in Section I-11. If a commercial well is completed in a productive reservoir above the total depth drilled, that portion

of the well below the lowest productive reservoir to total well depth will be considered a dry hole.

I-11. Commercial Well. A development well that, upon completion, (i) clearly produces sufficient quantities to pay, at market prices for the products, all costs of drilling, development and operation of the well, or (ii) requires further determination for classification as a commercial well or dry hole.

A well will be classified as a commercial well in the latter case under the following procedure:

(a) It will be produced for 30 days after stimulation (or such lesser time as state oil and gas regulatory authority requires).

(b) Using the then-available test data for the last 10 days of the test period and economic analysis methods normally used in the industry, Wexpro will make an economic evaluation of the potential value of hydrocarbon production from the well. If the economic evaluation shows that production from the well, when valued at market prices, will pay the expenses of operating the well, including royalties and taxes, plus 50% of the drilling costs to completion to the wellhead, the well will be deemed a commercial well.

(c) If the well does not meet the test set forth in paragraph (b), Wexpro will notify the Parties and the Staff of the Wyoming Commission of its intent to classify the well as a dry hole and will supply to each Party the economic evaluation and the factual basis for the conclusion. Information that is available at such time will be supplied and will include, if available, drilling costs to date, cost for completion, test data, projected life of the well, the decline curve based on field history, and such other data as would be relevant by industry standards.

(d) Disputes concerning the accuracy, completeness and analysis of the data furnished, or the classification made by Wexpro, under paragraphs (b) and (c) may be the subject of the arbitration procedure set forth in Section V-13 of this Agreement. In no event, however, will wells be subject to reclassification as a result of production and other physical and economic data that become known or available after the analysis performed in paragraph (b) of this Section.

I-12. Wexpro II Property. Any Wexpro II Oil Property or Wexpro II Gas Property.

(a) Wexpro II Oil Property. Any Acquired Wexpro II Oil Property and any well classified as a development oil well.

(b) Acquired Wexpro II Oil Property. An oil property acquired by Wexpro and approved for inclusion in this Agreement.

(c) Wexpro II Gas Property. Any Acquired Wexpro II Gas Property and any well classified as a development gas well.

(d) Acquired Wexpro II Gas Property. A gas property acquired by Wexpro and approved for inclusion in this Agreement.

I-13. Acquired Wexpro II Dry Hole. A dry hole that is included in a Wexpro II Property, which was drilled prior to the acquisition by Wexpro.

I-14. Pool. An underground accumulation of hydrocarbons in a single, separate natural reservoir characterized by a single pressure system. Each zone of a geologic formation which is completely separated from any other zone in the formation is a separate pool.

I-15. Productive Oil Reservoir. All productive oil reservoirs as identified in the Wexpro I Agreement.

I-16. Productive Gas Reservoir. All productive gas reservoirs as identified in the Wexpro I Agreement.

Hydrocarbon Operations and Transactions

I-17. Wexpro II Development Drilling Area.

(a) Wexpro II Development Drilling Area has the same definition as Development Drilling Area used in the Wexpro I Agreement.

I-18. Development Oil Drilling. Any drilling completed or recompleted on a Wexpro II Property; and:

(a) targeted and completed in a productive oil reservoir, or

(b) completed as a commercial well outside a productive oil or gas reservoir that produces primarily oil during the first 30 days of production based on the current product allocation methodology defined in Section I-35.

I-19. Development Gas Drilling. Any drilling completed or recompleted in a Wexpro II Property; and:

(a) Targeted and completed in a productive gas reservoir, or

(b) completed as a commercial well outside a productive oil or gas reservoir that produces primarily gas during the first 30 days of production based on the current product allocation methodology defined in Section I-35.

I-20. Enhanced Oil Recovery Facilities. Such facilities as are necessary in connection with “secondary” and “tertiary” petroleum hydrocarbon recovery techniques. These techniques involve man-induced pressure changes or improved sweep efficiency using injected fluids within a productive oil or gas reservoir, often through injection of foreign materials or injection of natural gas for the purpose of increasing the yield from the reservoir. Such techniques do not refer to stimulation procedures used prior to completion to make a well commercial even if

essentially similar procedures used on an already commercial well would be classified as "enhanced recovery procedures."

I-21. Farmout. The common petroleum industry transaction by which an oil and gas lease owner contracts to assign a lease or some portion of it to another who undertakes drilling obligations. The assignor usually retains an interest such as an overriding royalty, production payment or working interest.

Accounting and Ratemaking

I-22. Depreciation. A means by which the capital investment in an asset is recovered over the useful life of the asset. Depreciation is generally an expense deduction for federal and state income tax purposes and is also an element of cost-of-service ratemaking for utilities. As used in this Agreement, depreciation will refer to the standard methods being used by Wexpro, and which are recognized and approved by the accounting profession and agencies having jurisdiction over such procedures, except as otherwise provided in this Agreement.

I-23. Amortization. A means by which intangible capital investments or other sums are recovered over the life of a related tangible asset or otherwise eliminated over a period of time. Standard accounting methods will be used to implement amortization as necessary. For purposes of this Agreement, exploration and development costs associated with dry holes will not be amortized.

I-24. Royalty. Generally, a percentage of the gross revenues generated from production from a lease. The royalty owner or recipient remains legally responsible for its pro-rata share of handling and transportation costs (if taken in kind) and production related taxes, including but not limited to severance, ad valorem, and windfall-profits taxes. For those leases from which production is owned only in part by Wexpro, a royalty provided for in this Agreement will apply only to production attributable to Wexpro's respective net interest, as the case may be.

I-25. Taxes. All exactions resulting from levies by government, including but not limited to taxes on income, property, production, operations, occupation, franchise, license, privilege, excise and payroll.

I-26. AFUDC. Allowance for funds used during construction. AFUDC is an amount equal to the base rate of return (r), as defined in Section I-32, applied to funds used for construction purposes. No AFUDC charges will be included upon expenditures for construction projects that have been abandoned. When only a part of plant or project is placed in operation or is completed and ready for service but the construction work as a whole is incomplete, that part of the cost of the property placed in operation or ready for service will be treated as investment in Wexpro and AFUDC thereon as a charge to construction will cease. AFUDC on that part of the cost of the plant which is incomplete may be continued as a charge to construction until such time as it is placed in operation or is ready for service, except as otherwise limited in this provision.

I-27. Marginal Composite Income Tax Rate. The tax rate

$$t = tf(1-ts) + ts,$$

where:

(a) tf is the federal income tax rate for U.S. corporations that would apply to Wexpro's highest level of taxable income if Wexpro were to file a separate tax return, without regard to the actual tax rate (on August 31, 2012, this rate was 35%); and

(b) ts is the weighted state tax rate calculated according to the formula given on Exhibit C. ts will be fixed for each calendar year on the basis of data for the immediately previous calendar year. The rate fixed for the remainder of 2012 is 1.6272%, as shown in the sample calculation on Exhibit C.

I-28. Investment of Wexpro. The investment base, designated portions of which will serve as the base to which various rates of return, as specified in this Agreement, will be applied. All investment in Wexpro II Properties will include acquisition costs and future capital, net of depreciation, invested by Wexpro to produce hydrocarbons from Wexpro II Properties and will be as otherwise provided in this Agreement. This will include all depreciated investment in plant and AFUDC in development well drilling and enhanced recovery facilities. New increments of deferred taxes or other tax "timing" reserves related to investments in Wexpro II Property will be subtracted from those investments prior to inclusion in the investment of Wexpro. New increments of the investment of Wexpro will not include any capitalized dry-hole costs.

I-29. Return. As used in this Agreement, the net from proceeds after they have been reduced by all applicable expenses (but not long-or short-term debt and preferred stock expense), depreciation, amortization and taxes.

I-30. Rate of Return. As a percentage, the return divided by the applicable investment.

I-31. Commission-Allowed Rate of Return. The weighted average of the then current Utah and Wyoming Commission-allowed rates of return will be determined each year as of July 31, using the previous calendar year's volumetric firm sales. (On August 1, 2012, this rate was 8.428%.)

I-32. Base Rate of Return (r). A percentage to be (i) applied to specified investment bases or (ii) used as a basis for determining other rates of return as required in this Agreement. The base rate of return (r) is determined by the following method:

r will be determined as of July 31 each year according to the following formula:

$$r = 16.00 + (i - 14.35),$$

where i is the following index:

The arithmetic average of the rate of return on common equity as authorized by the indicated regulatory agency for the 20 utility and natural gas companies listed on Exhibit E, such rates of return to be those in effect by valid order of the respective agencies on May 31 of the calendar year in which the average is being determined.

To the extent that the companies listed in Exhibit E cease to exist under the corporate names indicated, they will be replaced by the successor or assignee company if that successor or assignee continues to provide the same utility service to the majority of customers served by the previous company in the relevant jurisdiction. Successor state regulatory agencies for those state-regulated utilities listed in Exhibit E will not affect the computation under this provision. If, however, any state-regulated utility becomes federally regulated or unregulated, the Parties will choose a replacement state-regulated utility. (On August 1, 2012, the base rate of return was 12.41%.)

I-33. Market Price. The wellhead price per unit for hydrocarbons produced, as determined by the following provisions:

(a) The price upon which third-party royalty payments are to be made for production from the well, as such royalty price is established from time to time.

(b) If a price is not determinable under paragraph (a) at the time of delivery, the average of the three highest prices (if available) paid by a purchaser to a seller (neither of which is an affiliate of the Company) for a product of comparable quality in the same county of delivery or the same producing field, whichever is larger.

(c) If a price is not determinable under paragraphs (a) or (b) at the time of delivery, the highest price paid for the product of comparable quality in the nearest producing area.

I-34. Cost-of-Service. Economic value determined by the aggregation of the actual costs incurred in producing or providing a product. The cost-of-service formulation to be applied under the terms of this Agreement is set forth in Exhibits A and D.

I-35. Product Allocation. The method to be used for purposes of allocating costs, expenses, depreciation and investments, so that products jointly produced from common facilities can be accounted for separately, each carrying an appropriate allocation of the costs associated with that production. Allocations will be made on the following basis:

(a) The equivalent ratio between natural gas and oil will be established on the basis of market price.

I-36. Overriding Royalty. A royalty interest in oil and gas and other minerals at the wellhead in addition to the usual landowners' royalty reserved to the lessor.

II. WEXPRO II OIL PROPERTIES

II-1. Ownership of Oil, Natural Gas Liquids and Natural Gas. All oil, natural gas liquids and natural gas produced from Wexpro II oil properties will be the property of and be sold or otherwise disposed of by Wexpro.

II-2. Oil and Natural Gas Liquids Proceeds. The total proceeds from the sale of oil and natural gas liquids from Wexpro II oil properties, less royalties, will be subject to the following provisions:

(a) Proceeds will first be used to pay the costs and expenses of holding and operating the Wexpro II oil properties. Such costs and expenses will include an allocation to Wexpro of expenses, depreciation, taxes, royalties and other reasonable business expenses of production. The procedures set forth in Exhibit A will serve as guidelines for this determination. In no event will deductible expenses include any exploration and development expenses associated with dry holes.

(b) As an example of the allocation to be performed under paragraph (a), where Wexpro employees are engaged in the operation and maintenance of producing oil wells and productive oil reservoirs and contemporaneously engaged in other activities of Wexpro, Wexpro will maintain accurate and complete time and other records for properly allocating the time and expenses of employees among such operations. Costs that can be directly assigned, such as investments in fractionating towers which benefit only natural gas liquids products, will be directly accounted for as a cost of producing that product.

(c) The investment of Wexpro and Wexpro's operating expense in Wexpro II oil properties will be allocated to the hydrocarbons produced in accordance with the product allocation method defined in Section I-35.

(d) It is agreed that the investment of Wexpro in Wexpro II oil properties will be depreciated by the unit-of-production method for proven developed reserves only. For purposes of calculating the return provided by paragraph (e) of this Section, this investment will be determined on a monthly basis, after additions and depreciation as provided herein.

(e) From the proceeds of the sale of oil and natural gas liquids (after deduction of expenses and all royalties as provided in this Section), Wexpro will deduct an amount sufficient to provide the applicable return on that portion of the investment of Wexpro allocated to oil and natural gas liquids production. Such returns will be calculated for each monthly income statement and will be the product of one-twelfth of that portion of the investment of Wexpro allocated to oil and natural gas liquids production at the end of that month, multiplied by the applicable rate of return.

(f) Any remaining Wexpro oil and natural gas liquids net revenues will be allocated as follows:

(i) 54% of such remainder will be allocated to the Company and placed by the Company in an account used solely for the purposes of reducing natural gas rates, or disposed of otherwise by Commission order.

(ii) The remaining 46% will be retained by Wexpro as its separate property and will not be considered utility income or used to reduce natural gas rates.

(iii) To account appropriately for the income tax impact on the 54% allocation set forth in subparagraph (i) above, the sum paid to the Company by Wexpro will be the 54% described in subparagraph (i) divided by a tax-adjustment factor: 1.0 minus the marginal composite income tax rate, as defined in Section I-27. (See Exhibit B.)

(iv) Wexpro's income statement for purposes of this Agreement will not include the resultant tax-adjusted sum paid to the Company as an expense under this paragraph, although it may so appear for income tax purposes or other purposes not covered by this Agreement.

(g) The royalty, expense and return treatment and the 54%-46% allocation described in this Section will be referred to in this Agreement as the "54-46 formula." The accounting procedure set forth in this Section is illustrated by the sample calculations shown on Exhibit B.

II-3. Pricing of Gas from Oil Wells.

(a) Except for field and repressurization use, any and all natural gas produced by Wexpro from Wexpro II oil properties will be priced at cost-of-service (see Exhibit A) and sold by Wexpro to the Company, subject to such federal law and regulations as may be applicable to such a sale. In the event that the average monthly cost-of-service for all natural gas sold under this paragraph is in excess of average monthly market price for that natural gas, the difference between the average cost of service and the average market price will be treated as an expense of Wexpro for the purposes of the "54-46 formula," and such difference will not be included in the cost-of-service calculation.

(b) The Company may, at its discretion, enter into suitable transportation arrangements with third parties or any Company affiliate for transporting gas produced under this Section to its system.

II-4. Enhanced Recovery Procedures. It may be necessary or desirable to implement enhanced recovery procedures for Wexpro II oil properties in order to maximize the recovery of oil. The investment in such procedures may be substantial and the results of these operations may not always be successful. If the revenues from the additional oil recovered as a result of such procedures do not cover the expenses, royalties and return as they are related to the enhanced recovery procedures, the initiation of such procedures would result in more of the total Wexpro oil production revenues being allocated to a return on this new capital, with less available for the "54-46 formula." To assure that investment for enhanced recovery procedures will be prudently made, the following terms will apply:

(a) The capital investment required for enhanced recovery facilities will be made entirely by Wexpro. In lieu of the base rate of return (r), such enhanced recovery investment will be assigned a rate of return as follows:

(i) If, at the time an authority for expenditure (AFE) for an enhanced recovery project is executed, the total of the amounts described in subparagraphs II-2(f)(i) and (ii) for the prior 12 months have been less than 3.00% of the average investment of Wexpro allocated to oil production for such a 12-month period, the rate of return to apply only to that enhanced recovery investment will be the base rate of return plus a 2.00% risk premium ($r + 2.00$).

(ii) In all other cases, the base rate of return (r) will apply.

(b) The aggregate enhanced recovery facilities investment will look to all natural gas liquids and oil production for recovery of investment, expenses and return. Each amount invested will be deemed made on the first day of the month closest to the date when it was made and will be depreciated on the basis of individual enhanced recovery projects.

II-5. Uneconomical Production. When any Wexpro II oil property is depleted to a point where, in the prudent judgment of Wexpro, it is no longer economically feasible to produce such a reservoir, production from that reservoir may be terminated, and the investment of Wexpro will be adjusted by the net difference between salvage value and abandonment or dismantling costs.

II-6. Development Oil Drilling. Any development oil drilling will be subject to the following provisions:

(a) If a development well is required in the judgment of Wexpro to produce hydrocarbons more efficiently, Wexpro will drill such a well and assume the total risk of unsuccessful drilling, including dry-hole costs.

(b) If a commercial well results, the investment in such a development oil well will be included in the investment of Wexpro on the first day of the month nearest the date the well is qualified as a commercial well. The rate of return on commercial development oil wells will be equal to the base rate of return plus a risk premium of 5.00% ($r + 5.00$).

(c) For each development oil well spudded, Wexpro will keep detailed accounts of the funds used during drilling of such a well in accordance with the treatment of AFUDC set forth in Section I-26. Where a well is deemed to be a commercial well, the accumulated AFUDC for that well will be added to the investment of Wexpro along with the capital invested in the well.

(d) If production from any well drilled under the terms of this Section occurs and the well is determined to be a dry hole (as defined in Section I-10), paragraph (b) of this Section will not apply. Wexpro may, at its discretion, plug and abandon the well, or produce the

well, and the well and all production from the well will be the sole property of Wexpro to dispose of at its discretion and to retain any proceeds.

(e) Wexpro will use prudent judgment in determining the desirability and necessity of development drilling under this Section as well as the timing and methods to be used in any such drilling.

II-7. Gas for Repressurization. Gas being produced from a Wexpro II oil property may be used to repressure the pool without compensation or obligation to the Company so long as no natural gas is consumed except for field or lease use. When such repressurization ceases and such natural gas is finally produced, it will be delivered to the Company at cost-of-service.

II-8. Delivery. The delivery of natural gas produced under the provisions of this Article II will be at the delivery point (defined in Section I-7), and all costs of receiving the natural gas and all the necessary investment at and downstream from such a point will be the responsibility of the Company.

III. WEXPRO II GAS PROPERTIES

III-1. Wexpro will fund and drill or cause to be funded and drilled all necessary and appropriate development wells on these properties and provide the necessary facilities which in its opinion will be reasonably and prudently necessary to efficiently produce the hydrocarbons in the Wexpro II gas properties.

III-2. Development Gas Drilling. Any investment made in Wexpro II gas properties, will be capitalized by Wexpro, and Wexpro will be compensated for these investments by the Company as provided in Section III-3. Necessary facilities installed downstream from the delivery point will be capitalized in the Company's utility accounts.

III-3. Pricing of Gas from Gas Wells. Any and all natural gas produced by Wexpro from Wexpro II gas properties will be priced at cost-of-service and sold by Wexpro to the Company, subject to such federal law and regulations as may be applicable to such a sale.

III-4. Operator Service Fee.

(a) As operator, Wexpro will bill the Company for the services it performs and for the use of the facilities it has installed to produce natural gas, natural gas liquids and oil from the Wexpro II gas properties.

(b) Billing for services will be on a monthly cost-of-service basis and will follow, to the extent applicable and practicable, the methods and practices employed by the Utah and Wyoming Commissions in determining the Company's cost of service prior to the effective date of this Agreement. Exhibit D sets forth the general guidelines for the cost-of-service charges to be made under this Section.

(c) The monthly billing for services will specifically include a return on investment on approved acquisition costs at the current commission-allowed rate of return.

(d) The monthly billing for services will also include a return on investment for costs incurred for new facilities at the current commission-allowed rate of return, except that investment in commercial development wells will be entitled to a base rate of return plus an additional 8.00% (r + 8.00).

III-5. Depreciation. For purposes of this Agreement, Wexpro's investment in commercial development wells and appurtenant facilities will be depreciated monthly by the unit of production method for proved developed producing reserves only, except as otherwise provided in Section I-22.

III-6. Delivery. The delivery of natural gas and natural gas liquids produced under the provisions of Article III will be at the delivery point (defined in Section I-7), and all costs of receiving, processing and gathering the natural gas and natural gas liquids and all the necessary investment at and downstream from such a point will be the responsibility of the Company.

III-7. Development Gas Drilling.

(a) Wexpro will exercise prudent judgment in determining the desirability and necessity of development gas drilling under this Section, as well as the timing and methods to be used in any such drilling as provided in Section V-10.

(b) It is acknowledged that development drilling for natural gas often involves deep, time consuming drilling that may not result in a commercial well. If any development gas well becomes a commercial well, the investment in the well (and in the appurtenant facilities up to the delivery point) will be capitalized in the investment of Wexpro in the same manner and under the same conditions as for a development oil well.

(c) If production from any well drilled under the terms of this Section occurs and the well is determined to be a dry hole (as defined in Section I-10), Wexpro may, at its discretion, plug and abandon the well or produce the well, and the well and all production from the well will be the sole property of Wexpro to dispose of at its discretion and to retain the proceeds.

III-8. "New Oil" from Development Gas Drilling.

(a) Oil from commercial wells completed on a Wexpro II gas property will be sold by Wexpro, and the resulting revenues will be apportioned between the Company and Wexpro as provided by the "54-46 formula."

(b) Oil produced under this Section will bear a share of the Wexpro II gas properties' expenses and investment, determined by the product allocation method defined in Section I-35.

(c) Any allocated oil investment related to development gas drilling (under Section III-2) will carry with it the entitlement to apply a 5.00% risk premium in the “54-46 formula” as specified for development oil drilling in Article II.

(d) Any facilities that may be installed to separate or treat oil and natural gas liquids downstream from the delivery point will be installed by the Company and will be included in the Company’s utility accounts.

III-9. Termination of Production. Should any production from Wexpro II gas properties that is achieved by use of facilities installed by Wexpro be terminated, such investment of Wexpro in Wexpro II gas properties will be adjusted by the net difference between salvage value and abandonment or dismantling costs related to such facilities.

III-10. Off-System Natural Gas Production. If natural gas is developed from Wexpro II gas properties at any time that cannot be economically delivered into the Company's distribution system, or which is being sold to third parties, such natural gas will be sold by Wexpro, and the revenues less expenses will be used solely to reduce natural gas rates or as otherwise directed by Commission order.

IV. WEXPRO II PROPERTY ACQUISITION

IV-1. Property Acquisition. Wexpro will acquire oil and gas properties or undeveloped leases at its own risk.

(a) Questar Gas shall apply to the Utah and Wyoming Commissions for approval to include under this Agreement any oil and gas property that Wexpro acquires within the Wexpro I development drilling areas.

(b) Wexpro may also acquire additional oil and gas properties or undeveloped leases outside the Wexpro I development drilling areas. Questar Gas may apply for Commission approval to include these properties under this Agreement.

IV-2. Application. Questar Gas will file an application with the Utah and Wyoming Commissions requesting approval to include proposed properties under this Agreement. The application shall include the following:

- (a) Purchase price and gas pricing assumption;
- (b) Locations of current and future wells;
- (c) Historical production and remaining reserves of current wells;
- (d) Forecasted production/reserves for future wells;
- (e) Forecasted decline curves for current and future wells;
- (f) Estimated drilling (capital) costs per well;
- (g) Estimated operating expenses for current and future wells;
- (h) Gross working interest and net revenue interest for current and future wells;

- (i) Estimated production tax per Dth for current and future wells;
- (j) Estimated gathering/processing cost per Dth for current and future wells;
- (k) Description of any land lease, title, and legal issues related to real property, including but not limited to a description of the terms under which the property is acquired by Wexpro and whether there are any time limits, such as option expirations, effecting the availability of the properties for inclusion as a Wexpro II property;
- (l) Forecasted long-term cost-of-service analysis;
- (m) Impact on Questar Gas' gas supply;
- (n) Geologic data;
- (o) Future development plan for the proposed properties; and
- (p) Other data as requested or as may be appropriate to an evaluation of the property.

The application and supporting information shall be filed by the Company. The Company will seek any confidential protections as may be necessary pursuant to applicable Utah and Wyoming statutes and administrative rules.

IV-3. Application Procedure. The following procedures will govern the procedure for filing and responding to the application.

(a) The application shall be filed as a formal proceeding and may include a request for an initial prehearing and scheduling conference, including a request that the proceeding be expedited. Parties agree that formal or informal discovery may begin immediately upon the filing and service of the application.

(b) At the time the application is filed with the Commissions, a confidential copy shall be served upon the Division and the OCA. A confidential copy shall also be provided to the hydrocarbon monitor/evaluator designated by the Parties under Section V-12.

(c) Within seven business days following receipt of the application, the hydrocarbon monitor/evaluator shall provide Questar Gas, the Division, and the OCA with an evaluation of the application and the properties proposed for treatment as Wexpro II properties.

(d) The Division and the OCA shall respond to the application in the manner consistent with their statutory authority and responsibility by recommending its approval or its rejection, in whole or in part, or by requesting additional evaluation.

(e) In any proceeding upon an application filed pursuant to this Wexpro II Agreement, Wexpro shall not be a named applicant nor may Wexpro intervene as a party. However, Wexpro shall make itself available to any Party for the purpose of evaluating the application.

IV-4. Hydrocarbon Monitor/Evaluator. The independent hydrocarbon monitor will evaluate new properties and within seven business days following the filing of Questar Gas'

application, will file an independent review of the assumptions, data, and analysis identified in Section IV-2 above for the proposed properties, but will not provide a recommendation.

IV-5. **Withdrawal of Properties.** If the proposed properties are not approved by both Commissions within 60 days of the filing of the application, Questar Gas may, in its sole discretion, withdraw the proposed properties from consideration for Wexpro II Agreement inclusion.

IV-6. **Acquisition Costs.** The acquisition costs for Wexpro II properties will earn the current commission-allowed rate of return approved for Questar Gas in its most recent general rate case. Acquisition costs include the costs of acquiring leasehold interests, mineral rights, and currently producing properties. The acquisition costs will be depreciated on a unit of production method using only the reserves from proved developed producing wells at the time of acquisition.

IV-7. **Title.** Wexpro will retain title to and associated operating rights of the Wexpro II properties. Wexpro will maintain and update a schedule of Wexpro II properties.

IV-8. **Management of Gas Volumes.** Wexpro II gas volumes will be managed under the direction of Questar Gas.

IV-9. **Accounting and Regulatory Treatment.**

(a) The investment base of Wexpro II properties will be recorded separately from Wexpro I Agreement properties and will include capital, net of depreciation, invested by Wexpro to acquire, produce, and deliver hydrocarbons from commercial wells.

(b) All royalties or income received from Wexpro under the Wexpro II Agreement, as well as costs associated with natural gas delivered to the Company by Wexpro, will be accounted for under the Account 191 balancing account adjustment provisions of the Company's tariffs on file with and approved by the Commissions in the same manner as natural gas costs incurred by the Company in the purchase of natural gas from third parties.

(c) If a proposed property is not approved for inclusion in this Wexpro II Agreement by both the Utah and Wyoming Commissions then all direct costs associated with that property will be assigned to that property, and common and/or general and administrative costs will be allocated to the property using the Utah Commission-approved Distrigas formula.

IV-10. **Wexpro II Property Approval and Well Determination Process.** The Wexpro II property approval process as described above and the Wexpro II well-determination process as described in Articles II and III are illustrated on Exhibit F.

V. MISCELLANEOUS PROVISIONS

V-1. Successor and Assigns. This Agreement will be binding upon the Parties and their successors and assigns. No assignment of any right or obligation under this Agreement will be valid if it operates to relieve the assignee of the obligations so assigned.

V-2. Integrated Provisions. The terms and conditions of this Agreement are to be treated as an integrated whole. To the extent that any singular provision is found to be unenforceable or voidable by a court or agency with proper jurisdiction, it is the intent of the Parties that the remaining terms of this Agreement will remain in force and be enforceable by the Parties. Failure of any part of this Agreement will not cause failure of the entire Agreement unless otherwise agreed to by the Parties.

V-3. Filing Reports. Wexpro and the Company will cooperate in providing, in a timely manner when requested, information necessary for the preparation and filing of reports required by appropriate governmental bodies.

V-4. Remedies. The Parties may seek appropriate remedies at law and equity for breaches of the terms of this Agreement in accordance with Section V-13; except that, rescission will not be sought under any condition (except mutual assent), and no transfer, conveyance, grant or reservation executed under this Agreement may be rescinded.

V-5. Field and Lease Use. Wexpro may consume for field or lease use, without compensation or other obligation to the Company, reasonable quantities of any natural gas produced in connection with the production of hydrocarbons from Wexpro II properties.

V-6. Force Majeure. If Wexpro is rendered unable, wholly or in part, by force majeure to carry out its obligations under this Agreement, other than the obligation to make money payments, then Wexpro will give to the other Parties prompt written notice of the force majeure with reasonably full particulars concerning it. Thereupon, the obligations of Wexpro, so far as it is affected by the force majeure, will be suspended during, but no longer than, the continuance of the force majeure. Wexpro will use all possible diligence to remove the force majeure as quickly as possible.

The requirement that any force majeure will be remedied with all reasonable dispatch will not require the settlement of strikes, lockouts, or other labor difficulty by Wexpro contrary to its wishes. Such difficulties will be handled entirely within prudent and reasonable judgment of Wexpro.

The term “force majeure” means an act of God, strike, lockout, or other industrial disturbance, act of public enemy, war, blockade, public riot, lightning, fire, storm, flood, mechanical breakdown, explosion, governmental restraint, or any other cause, whether of the kind specifically enumerated above or otherwise, which is not reasonably within the control of Wexpro.

V-7. Auditing Costs. Any billing to the Company by Wexpro for services under this Agreement or other determination of expenses may include, as a business expense, the allocated costs of auditing of only the properties and transactions covered by this Agreement by independent certified public accountants and other auditors as such audits may be required under the terms of this Agreement.

V-8. Farmouts. Nothing in this Agreement will be construed to preclude Wexpro from entering into farmout agreements with third parties to explore and develop undrilled properties for the benefit of customers.

V-9. Wexpro II Properties. Unless otherwise herein provided to the contrary, Wexpro agrees at its sole cost, risk, and expense, to perform and comply with any and all legally binding lease or other contractual obligations pertaining to the Wexpro II properties and will comply with all laws, rules, and regulations relating to the production of oil and natural gas from such properties and facilities. However, Wexpro will be at liberty to determine for itself the nature, extent, and applicability of such obligations, whether contractual or otherwise.

V-10. Standard of Operation. Wexpro will drill and operate in accordance with prudent, standard and accepted field and reservoir management and engineering practices, and with due regard for the benefits provided the Company's utility operations in consultation with the Company.

V-11. Functional Accounting. For purposes of carrying out the terms and conditions of this Agreement, Wexpro will maintain appropriate separate functional accounting of the transactions required under this Agreement.

V-12. Monitoring Of Performance Under Agreement.

(a) The OCA and the Division will be entitled to monitor the performance of the Company and Wexpro under the Wexpro II Agreement. To facilitate that monitoring, the books and accounts of Wexpro pertaining to the Wexpro II properties will be made available for examination by the OCA and the Division when requested at reasonable times and places designated by Wexpro. In addition, Wexpro and the Company will provide the OCA and the Division with a report within 60 days of the end of every calendar quarter setting out production of the Wexpro II properties, the financial benefits from the Wexpro II properties, and reporting on the operation of each element of the Agreement. Wexpro will have its accounts with respect to all matters under the Agreement audited annually by a firm of independent certified public accountants. The Division and OCA will receive copies of the audit report when completed. All costs of the audit will be borne by Wexpro and will be considered to be normal business expenses of Wexpro for purposes of the Agreement's formulae. This expense item will be strictly restricted, however, to reflect solely the costs of auditing compliance with the Agreement.

(b) If the OCA or the Division desire further monitoring, they will select two monitors, an independent certified public accountant and an independent hydrocarbon industry consulting firm, to review the performance of the Agreement and to advise all Parties with

respect thereto. Any monitor selected will be professionally trained and qualified, and will be nationally recognized as a reputable and independent expert in the subject matter of the function monitored. The two monitors will be paid actual and reasonable fees and expenses incurred in evaluating the proposed properties under Article IV of this Wexpro II Agreement, and monitoring the performance of this Agreement and the Wexpro I Agreement by Wexpro which will be considered to be normal business expenses of Wexpro in determining the cost-of-service of natural gas to be delivered or sold to the Company under the Agreement.

(c) Wexpro will cooperate with the monitors in providing reasonable access to its books, accounts, and records with respect to the Wexpro II Properties and in attempting to obtain other relevant information reasonably requested by the monitors. The monitors will be obligated under their retainer agreements to keep information disclosed to them confidential except in connection with necessary reports made to the Division, the OCA, the Company or Wexpro in performing their duties as monitors or with Wexpro's prior approval.

(d) Monitors may be removed with or without cause by the Division and the OCA acting jointly, and with cause by the Company and Wexpro. For purposes of this paragraph, cause will include, but not be limited to, lack of professional qualification, lack of competence, unauthorized disclosure or use of confidential information, and a pattern of unreasonable, harassing or oppressive conduct by the monitor in performing its responsibilities. If a monitor is removed or is unable to continue to act, the Division and the OCA, may select a successor upon the same terms and conditions as an original monitor could be selected.

V-13. Dispute Resolution.

Parties acknowledge that from time to time disputes may arise regarding the performance of this Agreement. In the event that any Party claims that there is a default by Questar Gas of any of its contractual obligations under the terms or intent of this Agreement, such dispute will be adjudicated before the Commissions. In the event that any Party claims that there is any default by Wexpro of any of its contractual obligations under the terms or intent of this Agreement, the following procedure will be followed:

(a) The charging Party will give notice of the claimed default, and Wexpro will be allowed 30 days or such longer time as the charging and defaulting Parties may stipulate to correct its default.

(b) If the default is not corrected to the satisfaction of the charging Party, the matter will be submitted to arbitration on the following terms:

(i) The charging Party will select a person professionally trained and qualified in the subject matter of the dispute but who has not been employed or retained by the Parties within the previous 12 months, to act as an arbitrator, such selection to be within 60 days of the date upon which notice of default was given or such longer time as the Parties may specify.

(ii) Wexpro will similarly select a person professionally trained and qualified in the subject matter of the dispute to act as an arbitrator under the same restrictions and within the same time limit.

(iii) The two arbitrators selected will together select a third person professionally trained and qualified in the subject matter of the dispute to act as an arbitrator, such selection to be within 15 days of the date the latter of the two arbitrators was selected by the Parties. In the event no agreement can be reached on the selection of the third arbitrator within the time permitted, such selection will be made by the Chief Judge of the United States District Court for the District of Utah upon the application of any Party.

(iv) The three arbitrators will give the Parties reasonable opportunity to present their positions and will thereafter decide the matters in dispute by a majority vote. The arbitrators will not engage in investigations or audits themselves but will render their decision based upon information presented to them by the Parties. It is understood that the arbitrators may request the Parties to prepare and present additional evidence if needed for their decision and that arbitrators will keep information presented to them confidential.

(v) Each Party will bear the costs of its own attorneys and witnesses in the arbitration proceedings. The salary and expenses of the arbitrator selected by each of the Parties will be paid by the Party or Parties selecting the arbitrator. The salary and expenses of the third arbitrator will be paid by Wexpro and considered a normal business expense of Wexpro for purposes of the Agreement's "54-46 formula" unless the formula at that time is not returning to Wexpro the full return provided in the Agreement on its investment base, in which event the charging Party will share the expenses of the third arbitrator equally with Wexpro.

(c) Except as otherwise specifically provided in this Section V-13, the arbitration procedure contemplated by this Agreement will comply with Chapter 11 of Title 78B of the Utah Code or any successor provision of Utah law governing arbitration.

(d) The decision of the arbitrators may be presented by any Party to the Commission in an application for any action by the Commission with respect to the claimed default by the charging Party of the Agreement or to a court of competent jurisdiction for any action with respect to a claimed default by Wexpro of the Agreement. In proceedings before the Commission or court with respect to the arbitrated matter, the decision of the arbitrators will be binding upon the Parties except with respect to matters covered by Utah Code Ann. §78B-11-124 and §78B-11-125 and any other claim of impropriety, irregularity or arbitrariness and capriciousness in the arbitration proceedings.

(e) Among the remedies available under arbitration there is specifically excluded any form of rescission of the terms of property transfer of the Agreement.

(f) The Parties agree that separate arbitration proceedings in Utah and Wyoming or between different Parties will not be initiated on the same subject. All Parties to this Agreement should receive notice of any arbitration proceeding initiated by any Party in

either state. Any Party that chooses not to participate in the arbitration proceeding will be bound by the decision of the arbitrators as if it had participated.

(g) In deciding any controversy brought before them, the arbitrators, Commission or other administrative or judicial body may consider, as appropriate, that one Party or the other to the proceeding may have superior knowledge or access to the properties, assets or information which is the subject of the proceeding. They may also consider that the Parties to this Agreement have a duty to perform their respective responsibilities in good faith.

(h) Dispute resolution subparagraphs (a)-(g) shall be limited to claims of breach of contract asserted against Wexpro under this Agreement.

V-14. Confidential Information. The Company and Wexpro are obligated under this Agreement to provide the other Parties, its monitors and arbitrators; with information, reports, and notices regarding Wexpro's exploration and development of the properties, and will comply with applicable Utah and Wyoming statutes and administrative rules to protect such information as confidential. It is understood and agreed that the Parties will keep such information, reports, and notices, including information received from monitors and presented in arbitration proceedings, strictly confidential and will use them only in connection with its review of matters under this Agreement. It is understood that the Parties may utilize such information in arbitration proceedings and pursuant to the confidentiality rules of the respective Commissions.

V-15. Guideline Letters.

(a) The Parties acknowledge that from time to time issues may arise regarding Wexpro's interests in Wexpro II properties that may be addressed by guideline letters. All current confidential Wexpro I guideline letters applicable to Wexpro II shall be incorporated herein. A copy of all guideline letters will be maintained by Wexpro, the Division, and the Wyoming Commission Staff.

(b) Future Wexpro II guideline letters will be developed with the Parties, and Wyoming Commission Staff, and in consultation with the independent monitors, as necessary. All Parties must approve a guideline letter before it becomes effective. A copy of the index of current confidential guideline letters is attached as Exhibit G.

V-16. Nothing in this Wexpro II Agreement is intended, nor shall it be construed, interpreted or argued, to subject Wexpro or Wexpro activities to the public utility regulation of any state.

V-17. Nothing in this Wexpro II Agreement is intended, nor shall it be construed, interpreted or argued, to alter, amend or modify Wexpro I.

V-18. Amendment. The Parties agree that this Wexpro II Agreement may by mutual consent and subject to Utah and Wyoming Commissions' approval, be amended to address, explain, clarify or to accommodate applications, approvals, development or production of and from Wexpro II properties, or to address, explain, clarify or to accommodate appropriate

regulation for ratemaking purposes of Questar Gas' rights with respect to Wexpro II properties or other benefits from such properties. In the event such amendment is necessary or requested, Parties shall meet and confer for the purpose of drafting and considering proposed amendments.

V-19. Nothing in this Wexpro II Agreement is intended, nor shall it be construed, interpreted or argued, to restrict the Division and the OCA in the performance of their statutory authorities and responsibilities.

VI. EFFECTIVE DATE

This Agreement will be effective upon the entry of a final order of approval by the Utah Public Service Commission and the Wyoming Public Service Commission.

VII. EXHIBITS

VII-1. Exhibits. Attached to and made a part of this Agreement by reference are the following exhibits:

<u>Exhibit</u>	<u>Title</u>
A	Cost-of-Service Formulation for Gas from Oil Reservoirs
B	Sample Calculation of Productive Oil Reservoir Accounting
C	Marginal Composite Income Tax Rate Calculation
D	Operator Service Fee
E	Base Rate of Return Index Companies
F	Wexpro II Property Approval and Wexpro II Well Determination
G	Index of Wexpro Agreement Guideline Letters

This Wexpro II Agreement has been duly executed by the parties this 12th day of September, 2012.

/s/ Craig C. Wagstaff

Craig C. Wagstaff
Executive Vice President &
Chief Operating Officer
Questar Gas Company

/s/ Chris Parker

Chris Parker
Division Director
Utah Division of Public Utilities

/s/ James R. Livsey

James R. Livsey
Executive Vice President &
Chief Operating Officer
Wexpro Company

/s/ Bryce J. Freeman

Bryce Freeman
Administrator
Wyoming Office
of Consumer Advocate

EXHIBIT A

COST-OF-SERVICE FORMULATION FOR GAS FROM OIL RESERVOIRS

The monthly cost-of-service charge directly attributable to the sale to Questar Gas Company of natural gas provided by Wexpro Company from certain properties as set forth in the Agreement will include the following costs. (Section references are to the relevant portions of the Agreement to which this exhibit is attached.)

1. Operating Expenses. Reasonable and necessary operating expenses incurred by Wexpro and allocated to the production, gathering, treatment and disposition of natural gas. Such expenses will include operating and maintenance expenses, administrative and general expenses, royalties (including compensatory royalties) and fees based on the monthly level of production, and other common business expenses.

2. Depreciation. The allocated monthly depreciation expense as computed by the unit-of-production method for proved developed producing reserves only where applicable or one-twelfth of any annual depreciation expense computed using applicable depreciation methods other than the unit-of-production method as allowed by and computed under the terms of the Agreement.

3. Amortization and Depletion. The allocated monthly accrual recorded for the billing month as amortization and depletion of producing lands and land rights, amortization of intangible gas plant and other amortized expenses.

4. Taxes.

(a) Taxes Other than Income Taxes. Accruals recorded for the billing month with respect to taxes other than federal and state income taxes allocated to natural gas operations, adjustments of such accruals for tax expenses previously billed, and such taxes paid but not previously billed, including any state and local income taxes.

(b) Federal and State Income Taxes. Federal and state income taxes for the billing month attributable to the investment of Wexpro allocated to natural gas production facilities, computed by multiplying the return by the marginal composite income tax rate (Section I-27) divided by 1.0 minus the marginal composite income tax rate.

5. Return. Return is computed using the Commission-allowed rate of return (Section I-31) as adjusted from time to time under the procedure specified in the Agreement. For natural gas that is produced from enhanced recovery facilities to which a base rate of return plus 2% adjustment is applicable (Section II-4(a)(i)), the 2% risk premium applies to those facilities only. For natural gas that is produced from development gas wells to which a base rate of return

plus 5% risk adjustment is applicable (Section II-6(b)), the 5% risk premium applies to those facilities only.

The investment used as a base to which a rate of return is applied will be computed in total for each category of investment subject to (i) Commission-allowed rate of return, (ii) the base rate of return plus 2% risk premium, and (iii) the base rate of return plus 5% risk premium, and will be one-twelfth of the sum of:

(a) The allocated, actual original investment including AFUDC in wells, well facilities and plant facilities utilized or held for future use in connection with the production, gathering, treatment and disposition of natural gas and oil, less accumulated reserves for depreciation and amortization of such plant facilities; plus

(b) A general plant allowance calculated by multiplying the amount in paragraph (a) above by 6.3%; plus

(c) A cash working capital allowance for each category of investment, (Commission-allowed rate of return, the base rate of return, the base rate of return plus 2% risk premium, and the base rate of return plus 5% risk premium) equal to $45/365$ of the allocated operating expenses, identified in paragraph 1 above, less royalties and annualized by multiplying the monthly amounts by 12; plus

(d) A credit for the balance of accumulated deferred income taxes and other tax-timing reserves, for each category of investment (Commission-allowed rate of return, base rate of return, the base rate of return plus 2% risk premium, and the base rate of return plus 5% risk premium).

6. Cost Allocation. Costs, expenses and investments will be allocated only when direct assignment cannot be made to specific products. When any cost, expense or investment is related to the production of joint products and direct assignment cannot be made, the product allocation procedure (Section I-35) will be used.

7. Page 3 of this exhibit is an example of the calculations to be used for natural gas that is subject to this cost-of-service determination. The individual numbers are illustrative only and do not represent any actual circumstances.

SAMPLE COST - OF- SERVICE CALCULATION						
GAS SOLD BY WEXPRO TO THE COMPANY						
FROM PRODUCTIVE OIL RESERVOIRS 1/						
	(1)	(2)	(3)	(4)	(5)	
				Post Aquired Wexpro II Property Enhanced Recovery Facilities	Wexpro II Development Drilling Facilities	
	Total	Aquired Wexpro II Oil Property 3/	Base Rate of Return(r)	Enhanced Recovery Facilities (r+2.00%)		
1 Investment						
2	Net Plant Investment in Productive Oil Reservoirs	\$57,000	\$48,300	\$5,060	\$1,190	\$2,450
3 Gas production Investment:						
4	Directly Assignable to Gas Production	1,010	800	100	70	40
5	Allocation Based on Product Allocation (&I-35)	6,200	5,000	460	170	570
6	Net Investment in Gas Production Facilities	\$7,210	\$5,800	\$560	\$240	\$610
7	Add:					
8	General Plant @ 6.3%	454	365	35	15	38
9	Cash Working Capital: 45/365 X (O&M+A&G) x 12	130	117	6	3	4
10	Deferred Income Tax Accrual	(54)	-			
11	Total Investment Base for Return Calculation	\$7,740	\$6,282	\$601	\$258	\$653
12 Cost of Service						
13	Total Expenses for Month	\$2,500	\$2,173	\$207	\$46	\$74
14	Directly Assignable Expenses - Oil & Gas	701	618	57	10	16
15	Directly Assignable Expenses - Gas					
16	Operating & Maintenance Expenses	1	-	1	-	-
17	Administrative and General Expenses	-	-	-	-	-
18	Royalties	94	83	6	2	3
19	Other Taxes	1	1	-	-	-
20	Depreciation	1	-	-	-	1
21	Total - Gas Direct Expenses	97	84	7	2	4
22	Allocable Expenses - Oil & Gas	\$1,799	\$1,555	\$150	\$36	\$58
23	Allocable Expenses - Gas					
24	Operating & Maintenance Expenses	70	64	3	1	2
25	Administrative and General Expenses	18	15	1	1	1
26	Royalties	-	-	-	-	-
27	Other Taxes	79	65	7	2	5
28	Depreciation	93	75	9	2	7
29	Total Gas Allocable Expenses	\$260	\$219	\$20	\$6	\$15
30 Return Computation						
31	Applicable Rate of Return		8.428%	12.41%	14.41%	17.41%
32	Return on Investment (line 11 x line 31)/12	63	44	6	3	9
33	Federal Income Taxes (line 32 x Tax Rate)/(1-Tax Rate) 2/	35	25	4	2	5
34	Total Monthly Cost of Service (lines 21 + 29 + 32 + 33)	\$455	\$372	\$37	\$13	\$34
1/ All figures are hypothetical and used only for demonstrating the method of calculating the cost of service price for gas sold by Wexpro to the Company.						
2/ Current Tax Rate : 36.0567%						
3/ Future capital investment on Acquired Wexpro II Oil Property, other than costs as provided in columns 3,4,and 5, will earn the Commission Allowed rate of return.						

Note: Exhibit A Page 3 reflects the changes filed by Questar Gas Company on March 27, 2013.

EXHIBIT B							
SAMPLE CALCULATION							
PRODUCTIVE OIL RESERVOIR ACCOUNTING \1							
		(1)	(2)	(3)	(4)	(5)	(6)
				Post Acquired Wexpro II Oil Property Enhanced Recovery Facilities			
			Acquired Wexpro II Oil Property \3	Base Rate of Return(r)	Enhance Recovery Facilities (r+2.00%)	Wexpro II Development Drilling Facilities	Allocated to Cost-of- Service Natural Gas
		Total					
1	Net Plant Investment in Productive Oil Reservoirs	\$57,000	\$48,300	\$5,060	\$1,190	\$2,450	
	Allocation of Investment						
2	Directly Assignable to Products		12,000	1,500	50	240	1,010
3	Allocated Based on Product Allocation		30,500	3,000	900	1,600	6,200
4	Allocated Investment		\$42,500	\$4,500	\$950	\$1,840	\$7,210
5	Total Revenues for Month from Sale of Oil	\$4,520	\$3,700	\$540	\$95	\$185	
6	Total Expenses for Month	\$2,500	\$2,173	\$207	\$46	\$74	
	Allocation of Expenses for Month						
7	Directly Assignable to Products		534	50	8	12	97
8	Allocated based on Product Allocation		1336	130	30	43	260
9	Allocated Expenses		\$1,870	\$180	\$38	\$55	\$357
10	Operating Income for Month		\$1,830	\$360	\$57	\$130	
11	Federal and State Income Taxes at :	36.0567% \2	660	130	21	47	
12	Net Income from Oil after Taxes	\$1,520	\$1,170	\$230	\$36	\$83	
13	Rate of Return For Investment Recovery		8.428%	12.41%	14.41%	17.41%	
14	Return Allocated to Oil Investments (line4 x line13)/12	\$383	\$298	\$47	\$11	\$27	
15	Amount to Be Divided Between Company and Wexpro	\$1,137	\$872	\$184	\$25	\$56	
16	Company Portion at:	54%	614	471	99	14	30
17	Payments to Company (line16)/(1-Tax Rate)	\$960	\$736	\$155	\$21	\$48	
18	Restatements of Wexpro's Monthly Oil Net Income						
19	Revenue For Month	\$4,520					
	Expenses for Month - Oil						
20	Previous Expense - Total	\$2,143					
21	Amount to Company	\$960					
22	Total Restated Expenses for Month		(\$3,103)				
23	Restated Operating Income		\$1,417				
24	Income Taxes		(\$511)				
25	Restated Wexpro Net Operating Income After Taxes		\$906				
1/	All figures are hypothetical and used only for demonstrating the method of calculating payment to the Company for oil production oil reservoirs, as provided in Article II of the Agreement.						
2/	See Exhibit C.						
3/	Future capital investment on Acquired Wexpro II Oil Property, other than costs as provided in columns 3,4, and 5, will earn the Commission Allowed rate of return.						

Note: Exhibit B reflects changes filed by Questar Gas Company on February 14 and March 27, 2013.

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Exhibit C

Marginal Composite Income Tax Rate Calculation

Rate Calculation

For determining the marginal composite tax rate defined in section I-27, the composite state tax rate t_s is determined as follows:

$$t_s = \sum r_i \times f_i$$

where

r_i is the currently applicable marginal state tax rate applicable in state i.

f_i is a factor based on the statutes and regulations currently in effect for state i.

As of July 31, 2012, r_i , f_i , and t_i for each state in which Wexpro is currently doing business and t_s are as follows:

State	r_i	f_i	$r_i \times f_i$
Utah	5	$(Inv_i + Rcpt_i + W_i) / = 16.6390\%$	0.8
Wyoming	0	$(Inv_i + Rcpt_i + W_i) / = N/A$	0.0
Colorado	4	$Rcpt_i = 17.1702\%$	0.7
Montana	0	$(Inv_i + Rcpt_i + W_i) / = 0.0001\%$	0.0
New Mexico	7	$(Inv_i + Rcpt_i + W_i) / = 0.0032\%$	0.0
Nevada	0	$(Inv_i + Rcpt_i + W_i) / = N/A$	0.0
		=	1.6

where

Inv_i is the percentage of Wexpro's total-company investment in state i

$Rcpt_i$ is the percentage of Wexpro's total-company gross receipts in state i

W_i is the percentage of Wexpro's total-company wages in state i

Note: The marginal composite state income tax rate for each state is based on that state's currently applicable statutes and regulations. See Composite Tax Rate Calculation on page 2 of Exhibit C.

Note: Exhibit C Page 1 reflects changes filed by Questar Gas Company on February 14, 2013.

WEXPRO COMPANY								
COMPOSITE STATE INCOME TAX RATE								
	(a)	(b)	(c)	(d)	(e)	(f)		
State	Average Investment	Gross Revenue	Wages	Percentage	Marginal Tax Rate	Marginal Composite State Rate		
UTAH								
1	State total	71,576,328	11,287,726	5,277,495				
2	Wexpro total	1,076,183,593	265,912,590	13,524,669	(a+b+c)/3=d	d*e=f		
3		<u>6.6509%</u>	<u>4.2449%</u>	<u>39.0213%</u>	16.6390%	5.00%	0.8320% (1)	
WYOMING ----- N/A--No Income Tax Imposed -----								
COLORADO								
4	State total	46,184,300						
5	Wexpro total	268,978,922			(b)/1=d	d*e=f		
6		<u>17.1702%</u>			17.1702%	4.63%	0.7950% (3)	
MONTANA								
7	State total	1,310	720	0				
8	Wexpro total	1,076,183,593	268,391,234	13,524,669	(a+b+c)/3=d	d*e=f		
9		<u>0.0001%</u>	<u>0.0003%</u>	<u>0.0000%</u>	0.0001%	6.75%	0.0000%	
NEW MEXICO								
10	State total	62,863	10,592	0				
11	Wexpro total	1,076,183,595	268,978,923	13,524,668	(a+b+c)/3=d	d*e=f		
12		<u>0.0058%</u>	<u>0.0039%</u>	<u>0.0000%</u>	0.0032%	7.60%	0.0002%	
13	NEVADA	----- N/A--No Income Tax Imposed -----					0.0000%	(2)
14	TOTAL					<u>1.6272%</u>		
(1) The standard three factor formula was elected on the Utah return for 2010. In 2011, the sales factor will be weighted by 4 with the denominator being 6; by 10 in 2012 with the denominator being 12; and single-sales-factor in 2013 and beyond. (2) No income tax imposed by Wyoming or Nevada. (3) Uses single-sales factor. Colorado began requiring single-sales factor apportionment in 2009.								
Combined Federal & State Tax Calculation								
	ts =	.016272						
	t =	tf (1-ts) + ts						
	t =	.35 (.9837) + .016272						
	t =	.360567						
1	All data is for calendar year 2010							

EXHIBIT D

OPERATOR SERVICE FEE

The monthly operator service fee to be charged to Questar Gas Company by Wexpro for the production of hydrocarbons from certain properties as set forth in Section III of the Agreement will include the costs detailed below. Any reference to investment and facilities in this determination will be only to Wexpro II Gas Properties. No leasehold carrying costs or exploration and development expenses related to dry holes will be included as costs or expenses in this determination.

1. Operating Expenses. Reasonable and necessary operating expenses incurred by Wexpro and allocated to the production, gathering, treatment and disposition of hydrocarbons. Such expenses will include operating and maintenance expenses, administrative and general expenses, royalties (including compensatory royalties) and fees based on the monthly level of production, and other common business expenses.

2. Depreciation. The allocated monthly depreciation expense as computed by the unit-of-production method for proved developed producing reserves only where applicable or one-twelfth of any annual depreciation expense computed using applicable depreciation methods other than the unit-of-production method as allowed by and computed under the terms of the Agreement.

3. Amortization and Depletion. The allocated monthly accrual recorded for the billing month as amortization and depletion of producing lands and land rights, amortization of intangible gas plant and other amortized expenses.

4. Taxes.

(a) Taxes Other than Income Taxes. Accruals recorded for the billing month with respect to taxes other than federal and state income taxes allocated to natural gas operations, adjustments of such accruals for tax expenses previously billed, and such taxes paid but not previously billed, including any state and local income taxes.

(b) Federal and State Income Taxes. Federal and state income taxes for the billing month attributable to applicable investment in hydrocarbon production facilities, computed by multiplying the return by the marginal composite income tax rate (Section I-27) divided by 1.0 minus the marginal composite income tax rate.

5. Return. Wexpro's investment in Acquired Wexpro II Gas Properties is computed using the Commission-allowed rate of return (Section I-31). For investment in commercial development gas wells, the return is computed on the basis of the base rate of return plus a risk premium of 8.00% ($r + 8.00$).

The investment used as a base to which a rate of return is applied will be computed in total for each category of investment subject to (i) Commission-allowed rate of return, and (ii) the base rate of return plus a 8% risk premium, and will be one-twelfth of the sum of:

(a) The actual original investment including AFUDC in wells, well facilities and plant facilities utilized or held for future use in connection with the production, gathering, treatment and disposition of natural gas, natural gas liquids and oil, less accumulated reserves for depreciation and amortization of such plant facilities; plus

(b) A general plant allowance of 6.3% times the sum of the amount in paragraph (a);

(d) A cash working capital allowance for each category of investment (no risk premium, and 8% risk premium) equal to $45/365$ of the allocated operating expenses, identified in paragraph 1 above, less royalties and annualized by multiplying the monthly amounts by 12; plus

(c) A credit for the balance of accumulated deferred income taxes and other tax-timing reserves, for each category of investment (Commission-allowed rate of return, the base rate of return plus 8% risk premium).

6. Costs, expenses and investments will be allocated where appropriate, but only when direct assignment cannot be made.

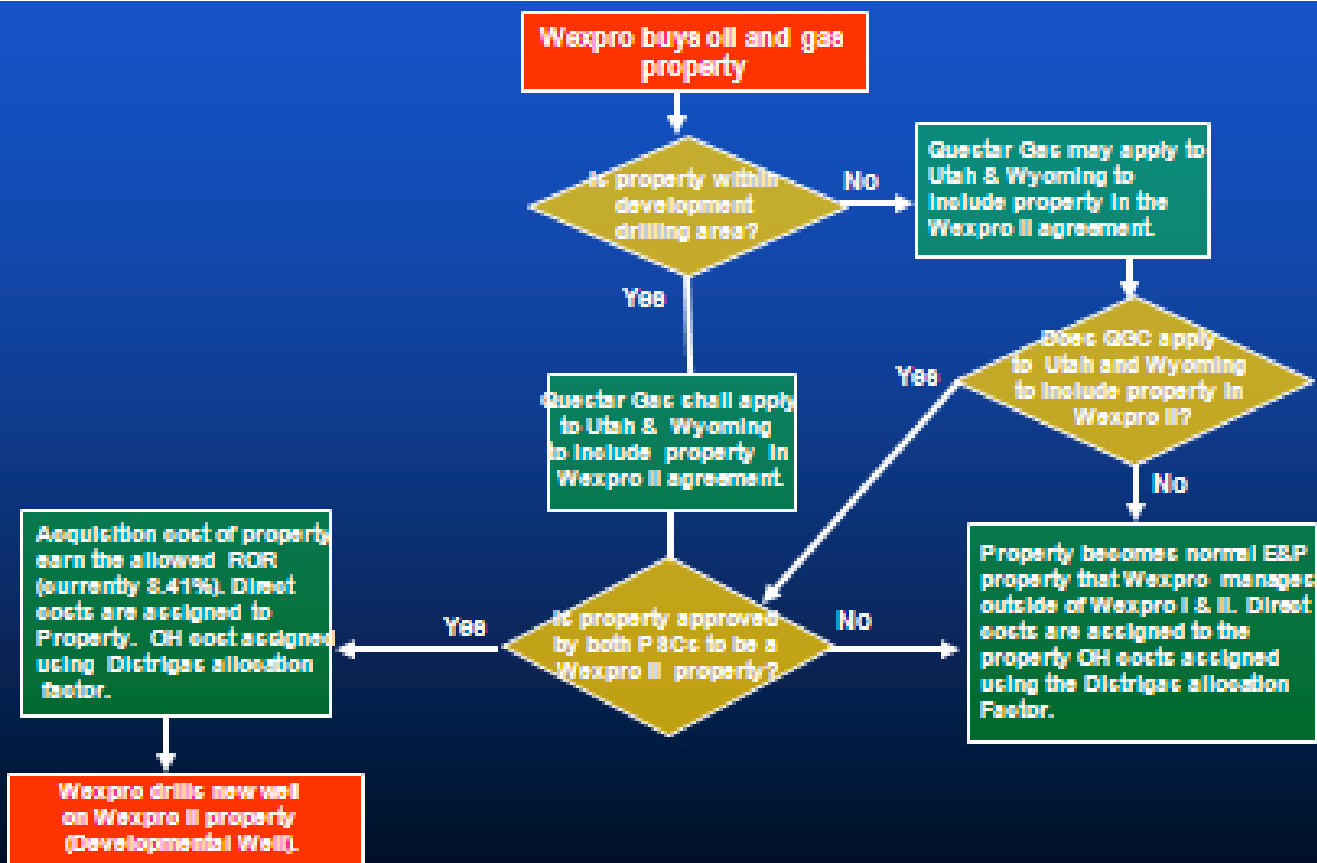
EXHIBIT E

Base Rate of Return Index Companies

	Company Name	Activity	Regulatory Agency	Authorized BRR on Common Equity on May 31, 1981	Authorized BRR on Common Equity on May 31, 2011	Notes
1.	Idaho Power Company	Electric Services	Idaho PSC	14.50%	10.50%	
2.	Intermountain Gas Co.	Gas Distribution	Idaho PSC	14.50%	14.85%	
3.	Montana Power Company	Electric Services	Montana PSC	13.45%	10.25%	Renamed Northwestern Energy Corp.
4.	Montana-Dakota Utilities Co.	Gas Distribution	Montana PSC	13.50%	12.00%	Renamed MDU Resources
5.	Pacific Power & Light	Electric Services	Wyoming PSC	14.20%	10.60%	Using Replacement Index ¹
6.	Northern Utilities, Inc.	Gas Distribution	Wyoming PSC	13.50%	9.92%	Renamed SourceGas Distribution, LLC
7.	Nevada Power Company	Electric Services	Nevada PSC	15.00%	10.80%	
8.	Southwest Gas Corp.	Gas Distribution	Nevada PSC	15.20%	10.15%	
9.	Utah Power & Light Co.	Electric Services	Utah PSC	16.80%	10.60%	Renamed Pacificcorp-Utah
10.	Mountain States Tel. & Tel. Co.	Tele- communications	Utah PSC	13.47%	10.67%	Using Replacement Index ¹
11.	Public Service Co. of Colorado	Gas Distribution	Colorado PSC	15.45%	10.25%	
12.	Mountain States Tel & Tel.	Tele-communications	Colorado PSC	11.90%	11.25%	Renamed CenturyLink
13.	Arizona Public Service Co.	Electric Services	Arizona PSC	15.00%	11.00%	
14.	Southwest Gas Corp.	Gas Distribution	Arizona PSC	16.00%	10.00%	
15.	Public Service Co. of New Mexico	Electric Services	New Mexico PSC	15.50%	10.50%	
16.	Southern Union Gas Co.	Gas Distribution	New Mexico PSC	15.50%	9.53%	Renamed Public Service of New Mexico
17.	Colorado Interstate Corp.	Gas Transmission	FERC	13.47%	10.67%	Using Replacement Index ¹
18.	Northwest Pipeline Corp.	Gas Transmission	FERC	13.47%	10.67%	Using Replacement Index ¹
19.	Kansas-Nebraska Natural Gas Co.	Gas Transmission	FERC	13.47%	10.67%	Using Replacement Index ¹
20.	Transwestern Pipeline Co.	Gas Transmission	FERC	13.47%	10.67%	Using Replacement Index ¹

¹ Replacement index per 5/29/92 Wexpro I Guideline Letter 145608

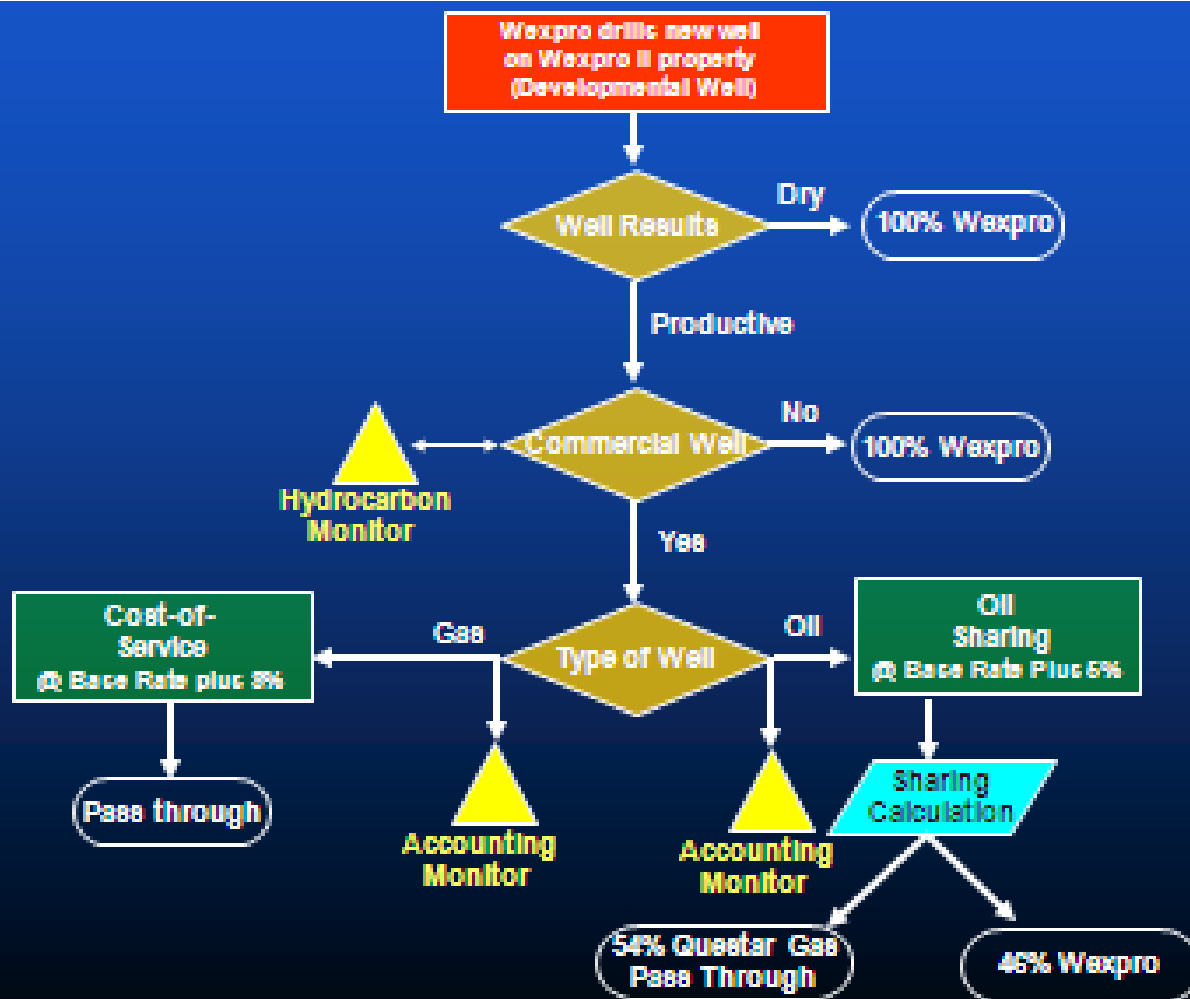
Wexpro II Property Approval



Questar Gas Company
 Wexpro II Agreement
 Exhibit F
 Page 1 of 2

Note: Exhibit F Page 1 reflects changes filed by Questar Gas Company on March 27, 2013.

Wexpro II Well Determination



Questar Gas Company
Wexpro II Agreement
Exhibit F
Page 2 of 2

Revised April 2, 2012

Index of Wexpro Agreement Guideline Letters

<u>Date</u>	<u>Title</u>
06/14/11	QEP Assignment of F. Wilson #37 Marginal Well Interest to Wexpro
10/24/11	QEP Assignment of the Lance Formation to Wexpro (Jacks Draw #18)
03/15/11	QEP Assignment of the Lance Formation to Wexpro (Government #17)
03/15/11	QEP Assignment of the Lance Formation to Wexpro (Musser #73)
03/15/11	QEP Assignment of the Lance Formation to Wexpro (Musser #72)
03/15/11	QEP Assignment of the Lance Formation to Wexpro (Musser #42)
03/15/11	QEP Assignment of the Lance Formation to Wexpro (Musser #35)
03/15/11	QEP Assignment of the Lance Formation to Wexpro (Musser #34)
03/15/11	QEP Assignment of the Lance Formation to Wexpro (Government #15)
10/07/10	QEP Assignment of Sugarloaf Government #18 Marginal Well Interest to Wexpro
10/07/10	QEP Assignment of Sugarloaf Government #17 Marginal Well Interest to Wexpro
08/31/10	Wexpro Acquisition of Non-Consent Interest in Kinney #4 Recompletion
07/27/10	QEP Assignment of Bruff Unit 50 Marginal Well Interest to Wexpro
07/10/10	QEP Assignment of Bruff Unit 48 Marginal Well Interest to Wexpro
07/01/10	Wexpro Acquisition of Non-Consent Interest in Clifton Federal 34-6 Well
06/22/10	QEP Assignment of Bruff Unit 63 Marginal Well Interest to Wexpro
06/14/10	QEP Assignment of F. Wilson #37 Marginal Well Interest to Wexpro

04/09/10 Wexpro Acquisition of Non-Consent Interest in Church Buttes 184 Well

03/04/10 QEP Assignment of Bruff Unit 55 Marginal Well Interest to Wexpro

02/16/10 Wexpro Acquisition of Non-Consent Interest in Bruff Unit 53 Well

10/09/09 Wexpro Acquisition of Non-Consent Interest in Lansdale 4-7 Well

07/30/09 Wexpro Acquisition of Non-Consent Interest in Lansdale 4-5 Well

07/30/09 Wexpro Acquisition of Non-Consent Interest in Lansdale 4-8 Well

07/09/09 Wexpro Acquisition of Non-Consent Interest in Bruff Unit 54 Well

06/08/09 Wexpro Acquisition of Non-Consent Interest in Church Buttes 166 Well

05/27/09 Wexpro Acquisition of Non-Consent Interest in Bruff Unit 56 Well

05/25/09 Wexpro Acquisition of Non-Consent Interest in Bruff Unit 71 Well

05/20/09 Wexpro Acquisition of Non-Consent Interest in MFS 10-5 Well

04/30/09 Wexpro Acquisition of Non-Consent Interest in Bruff Unit 51 Well

04/14/09 Wexpro Acquisition of Non-Consent Interest in Trail 04D-16W Well

04/08/09 QEP Assignment of Bruff Unit 51 Marginal Well Interest to Wexpro

03/26/09 Wexpro Acquisition of Non-Consent Interest in Church Buttes 183 Well

03/26/09 Wexpro Acquisition of Non-Consent Interest in Church Buttes 179 Well

01/15/09 Wexpro Acquisition of Non-Consent in Pando 32-8 Well

12/08/08 Wexpro Acquisition of Non-Consent Interest in Clifton Federal 34-7 Well

12/08/08 Wexpro Acquisition of Non-Consent Interest in Clifton Federal 34-5 Well

12/08/08 Wexpro Acquisition of Non-Consent Interest in Clifton Federal 28-6 Well

12/08/08 Assignment of Clifton Federal 28-8 Marginal QEP Interest to Wexpro

06/02/08 3D Seismic Program, Dry Piney Unit, Sublette County, Wyoming

03/01/08 Wexpro Acquisition of Non-Consent Interest in Church Buttes 173 Well

01/06/08 Wexpro Acquisition of Non-Consent Interest in Clifton-Federal 34-8 Well

01/03/08 Wexpro Acquisition of Non-Consent Interest in Church Buttes 149 Well

10/02/07 Guideline Letter for Wexpro Monitor Fee Amount

09/11/07 Wheeler Farmout Guideline Letter - Assignment of marginal intervals in West Hiawatha to Wexpro to facilitate Development Gas Drilling under the terms of the Wexpro Agreement

07/05/07 Wexpro Acquisition of Non-Consent Interest in Church Buttes 148 Well

04/23/07 Wexpro Acquisition of Non-Consent Interest in Church Buttes 162 Well

04/17/07 Wexpro Acquisition of Non-Consent Interest in Trail Unit 03C-10J Well

01/12/07 Assignment of Working Interest to Wexpro to Facilitate Developmentn Gas Drilling (Hydrocarbon Monitor approval of assignment of Anadarko's non-consent interest in Church Buttes 89 Well)

03/15/06 Hydrocarbon Monitor approval of assignment of ExxonMobil's non-consent interest in Dry Piney 5 Well

03/15/06 Hydrocarbon Monitor approval of assignment of Exxon Mobil's non-consent interest in Dry Piney 27 Well

03/14/06 Hydrocarbon Monitor approval of assignment of interest in the Upper Mesaverde Formation in West Hiawatha wells Lasher 11 and 12

01/20/06 Hydrocarbon Monitor approval of assignment of interest in the Upper Mesaverde Formation in Hiawatha State Land 7 Well

08/24/05 Hydrocarbon Monitor approval of assignment of interest in the Bear River Formation in Dry Piney #32 & #35 Wells

08/09/04 Guideline Letter regarding assignment of marginal intervals to Wexpro to facilitate Development Gas Drilling under the terms of the Wexpro Agreement

07/26/04 Pre-participation approval by Hydrocarbon Monitor to participate in the 3D Seismic program over Canyon Creek Unit

02/20/04 Guideline Letter Governing the Adoption of Financial Accounting Standards Board Statement #143, Accounting for Asset Retirement Obligations Under the Wexpro Agreement

10/08/02 Election to designate the Mesaverde Formation as a "Productive Gas Reservoir" in the Participating Area A, Island Unit, Uintah County, Utah

09/30/02 The Mesa Unit (Pinedale) Upper Mesaverde Guideline Letter

06/26/02 Guideline Letter for Coal Bed Methane Development Under the Wexpro Agreement

06/26/02 Guideline Letter relating to ownership in the Mesaverde Formation within Jackknife Springs Unit

04/04/01 Guideline Letter Relating to Development and Ownership of the Mesaverde Formation within the Island Unit, Uintah County, Utah

05/31/00 Guideline Letter relating to The Mesa Unit (Pinedale) Lance Formation Ownership

08/18/99 3D Seismic program in Pinedale Anticline

04/27/99 I-47 Product Allocation Ratio

11/13/98 Division Sign Off of Birch Creek #117 as D-24

06/25/98 Guideline Letter Relating to Island Unit — Deepening Wells

01/22/98 Acquisition of 3-D Seismic Data, Brady Field, Wyoming

10/17/94 Guideline Letter Relating to 3-D Seismic Projects

05/16/94 Development Program, Johnson Ridge Field, Wyoming

05/29/92 Refund of Excess Deferred Taxes – Whole-Well Approach for Determining Commerciality in the Church Buttes Unit – Replacement Index Method for Determining Base Rate of Return

12/19/89 1989-90 Base Rate of Return Under the Wexpro Agreement

11/21/89 Joint Account Overhead Fees Guideline Letter

08/25/89 Wexpro Agreement Guideline Letters

07/11/89 Wexpro Agreement — Federal Royalty Assessment of Brady Liquids — Adjustment to Manufacturing Allowance

10/27/88 Wexpro Agreement Guideline for Expanding Participating Areas Inside Federal Units

10/16/87 Nonstatus Well Guidance Letter Dated May 7, 1986

05/07/86 Wexpro Agreement – Accounting of Pre-July 31, 1981, Overriding Royalty Interests – and Nonstatus Wells

03/03/86 The Wexpro Bug Field, San Juan County, Utah

02/27/86 Accounting for Production Taxes

09/07/84 Well Completions in the Hiawatha & Powder Wash Oil and Gas Fields

09/07/84 Tentative Plan to Fracture Stimulate Mesa Unit Well #2, Sublette County,
Wyoming

07/16/84 East Hiawatha Enhanced Recovery Project

12/14/83 Delivery Point at the Butcher Knife & Church Buttes Fields, Sweetwater
County, Wyoming

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 28th day of March, 2013, a true and correct copy of the foregoing REPORT AND ORDER was delivered upon the following as indicated below:

By Electronic-Mail:

Colleen Larkin Bell (collen.bell@questar.com)
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Administrative Assistant

**REPORT AND ORDER
OF
UTAH PUBLIC SERVICE COMMISSION**

DATED DECEMBER 31, 1981

- BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH -

IN THE MATTER OF THE PETITION OF)
THE DIVISION OF PUBLIC UTILITIES)
TO CONSIDER THE PROPOSED TRANSFER)
OF CERTAIN WELLS, LEASES, LANDS AND)
RELATED FACILITIES AND INTERESTS)
OF MOUNTAIN FUEL SUPPLY COMPANY)
TO WEXPRO COMPANY ON REMAND FROM)
THE UTAH SUPREME COURT.)

CASE NO. 76-057-14

IN THE MATTER OF THE APPLICATION)
OF MOUNTAIN FUEL SUPPLY COMPANY)
FOR A GENERAL INCREASE IN RATES)
AND CHARGES INCIDENT TO NATURAL)
GAS SERVICE RENDERED WITHIN THE)
STATE OF UTAH.)

CASE NO. 77-057-03
(Count II)

IN THE MATTER OF THE APPLICATION)
OF MOUNTAIN FUEL SUPPLY COMPANY)
FOR A GENERAL INCREASE IN RATES)
AND CHARGES INCIDENT TO NATURAL)
GAS SERVICE RENDERED WITHIN THE)
STATE OF UTAH.)

CASE NO. 79-057-03

REPORT AND
ORDER ON
STIPULATION
AND
AGREEMENT

IN THE MATTER OF THE APPLICATION)
OF MOUNTAIN FUEL SUPPLY COMPANY)
FOR A GENERAL INCREASE IN RATES)
AND CHARGES INCIDENT TO NATURAL)
GAS SERVICE RENDERED WITHIN THE)
STATE OF UTAH.)

CASE NO. 80-057-01

IN THE MATTER OF THE APPLICATION)
OF MOUNTAIN FUEL SUPPLY COMPANY)
FOR A GENERAL INCREASE IN RATES)
AND CHARGES INCIDENT TO NATURAL)
GAS SERVICE RENDERED WITHIN THE)
STATE OF UTAH.)

CASE NO. 81-057-01

IN THE MATTER OF THE INVESTIGA-)
TION OF THE TRANSFER OF CERTAIN)
WELLS, LANDS, LEASES AND RELATED)
BUILDINGS AND INTERESTS OF)
MOUNTAIN FUEL SUPPLY COMPANY)
AND/OR WEXPRO COMPANY TO CELSIUS)
ENERGY COMPANY OR ANY OTHER)
ENTITY OR PERSON.)

CASE NO. 81-057-04

Submitted: November 25, 1981 Issued: December 31, 1981

- 2 -

Appearances:

For:

Stephen H. Anderson, Esq.
Merlin O. Baker, Esq.
A. Robert Thorup, Esq.
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Attorneys General

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Division of Public
Utilities

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Calvin L. Rampton, Esq.
JONES, WALDO, HOLBROOK
& McDONOUGH

Wexpro Company

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JONES, WALDO, HOLBROOK
& McDONOUGH

Utah Utility
Shareholders
Association

Bruce Plenk, Esq.
Ronald E. Nehring, Esq.
UTAH LEGAL SERVICES, INC.

Utah Coalition of
Senior Citizens

F. Robert Reeder, Esq.
PARSONS, BEHLE & LATIMER

Kennecott
Corporation

By the Commission:

The above cases are now before the Commission as the result of a motion of the Utah Department of Business Regulation, Division of Public Utilities (Division), the Utah Committee of Consumer Services (Committee), Mountain Fuel Supply Company (MFS when referring to Mountain Fuel Supply Company including its affiliates and the Company when referring only to the Distribution and Transmission Divisions of MFS), and Wexpro Company (Wexpro) for this Commission to adopt and approve a Stipulation and Agreement (Settlement) entered into by the moving parties to resolve all issues outstanding in these cases with the exception of rate design and residential conservation service issues in Case No. 81-057-01. Wherever utilized in this Report and Order the words "subsidiary" or "affiliate" of MFS shall be understood to refer to any corporation or other business entity which is owned or controlled either directly or indirectly by MFS.

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The Commission's Report and Order on Rehearing dated April 11, 1978 in Case No. 76-057-14 was reversed and remanded by the Utah Supreme Court in Committee of Consumer Services v. Public Service Commission of Utah, 595 P.2d 871 (Utah 1979) (Wexpro Case). The Settlement resolves all issues on remand in that case. During the pendency of Case No. 76-057-14, the Commission entered orders granting general rate increases in Case Nos. 77-057-03 (Count II), 79-057-03, 80-057-01 and 81-057-01. Each of those orders was conditioned in some way on further proceedings in Case No. 76-057-14. The conditions in those orders are resolved by the Settlement. The issues in Case No. 81-057-04 relate to issues in Case No. 76-057-14 and are also resolved by the Settlement.

The Staff of the Public Service Commission of Wyoming is also a party to the Settlement. On October 28, 1981, the Wyoming Commission, after hearing, entered an order approving the Settlement concluding that it is in the public interest. P.S.C.W. Docket No. 9192 Sub 68.

The Commission has held several public hearings in Case No. 76-057-14 during 1980 and 1981 since reversal and remand of its Report and Order on Rehearing. At the time scheduled and noticed for evidentiary hearings in the remand portion of the case to commence, the moving parties advised the Commission that they had almost reached agreement on a settlement of the above cases and related cases, and requested that the hearings be continued to allow them to complete negotiations. On August 31, 1981, the parties presented to the Commission a summary of the Settlement and requested a continuance to draft definitive documents setting forth the detailed terms of the Settlement. The Commission set the matter for hearing on October 14, 1981 for the purpose of reviewing the Settlement and receiving testimony and public statements with respect to it. The Utah Coalition of Senior Citizens (Coalition) and Utah Utility

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Shareholders Association (Shareholders) also entered their appearances but took no position on the Settlement at the August 31, 1981 hearing.

Hearings were held on October 14, 15, 16, 19 and 20, 1981, during which the Commission received evidence, argument and public statements with regard to the Settlement. The Settlement was received in evidence as Exhibit S-1. The Division and Committee called four witnesses: Herman G. Roseman, an economist with National Economic Research Associates; Howard Ritzma, a geologist and Assistant Director and Chief of the Petroleum Section of the Utah Geological and Mineral Survey; Merrill R. Norman, a certified public accountant with the firm of Fox & Company; and Lyle Hale, an independent consulting geologist. MFS called four witnesses: John Crawford, its Executive Vice President and Chief Financial Officer; R. D. Cash, its President and Chief Operating Officer; James A. Harmon, an investment banker with Wertheim & Co. and a member of the Board of Directors of MFS; and Richard Walker, a certified public accountant with the firm of Arthur Andersen & Company. Wexpro called Ralph M. Kirsch, its President and Chief Executive Officer. The Shareholders called John O'Leary, an independent energy consultant formerly serving in a variety of federal and state government positions relative to energy matters. Each of these witnesses recommended that the Commission approve the Settlement as being in the public interest. The Coalition called no witnesses but indicated that it might wish to call witnesses after a recess in hearings.

The Commission also received the statement of Phillip Morace, a spokesman for Stand United for Rate Fairness (SURF), a utility consumer group which expressed reservations regarding the Settlement.

At the conclusion of the evidence and argument on October 20, 1981, the hearings were continued to November 23, 1981 to allow further opportunity for the public to examine the Settlement and prepare statements and for the Coalition to prepare any evidence it wished to offer. Notice of the

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hearing and the opportunity to review the Settlement and present statements or evidence concerning it was timely published in a newspaper of statewide distribution and general circulation for two consecutive days. In addition, the news media have given extensive coverage to the hearings in these cases on the Settlement and particularly publicized the opportunity for public comment on November 23, 1981.

At the hearing on November 23, 24 and 25, 1981, the Coalition called Richard D. Rosenberg, a staff counsel to the Public Utilities Commission of California who appeared in his individual capacity for the Coalition and not as a representative of the California Commission or its staff. Mr. Rosenberg testified regarding the Gas Exploration and Development Adjustment (GEDA) exploration program of Pacific Gas & Electric Company, as established by the California Public Utilities Commission. He took no position on the merits of the Settlement, but rather expressed the view that in his opinion an alternative that the Commission might consider could be based on California's GEDA program. He testified that this program has been successful in California as indicated by the California PUC Order which is an exhibit in this case. He further testified as to the availability of experts who could put a dollar value on gas and oil properties both explored and unexplored. Sworn statements were made by Robert B. Hansen, Justin Stewart, Representative Blaze Wharton, Chester Bellows, and Karen Feldman. Unsworn statements were presented by Representative Jeff Fox, Stanley Wangsgaard, Norma Nation and by W. H. Jensen, General Manager of the Utah Copper Division of Kennecott Minerals Company, a division of Kennecott Corporation, through counsel F. Robert Reeder. The testimony and statements of public witnesses expressed some concerns about various provisions of the Settlement, the public's awareness of the Settlement and general concerns about utility rates. Several of the public witnesses were of

the opinion that the Commission should determine the fair market value of the unexplored Account 105 properties transferred under the Settlement. Kennecott supported the Settlement. James L. Barker, Assistant Attorney General of the State of Utah and former counsel for the Committee in Case No. 76-057-14, was called as a rebuttal witness by the Division. He testified that the Settlement was in the public interest in his opinion.

On November 24, 1981, the Commission heard the motion of the Coalition to order an appraisal of the Account 105 properties to be transferred to Celsius Energy Company (Celsius) under the Settlement. Following argument of all parties, the Commission denied the motion.

On November 25, 1981, all parties presented closing arguments to the Commission. In addition to oral arguments, the parties to this proceeding have filed extensive memoranda on the issues presented. The Coalition opposes the Settlement; all other parties support it.

Before reciting the evidence, testimony, statements and arguments of counsel on which the Commission relied to make its Findings, Conclusions and Order, the Commission believes it is appropriate to discuss its philosophy and understanding of regulation as it relates to these issues, however, we are not intending that the Findings, Conclusions or Order herein will be based on this discussion.

First, the Commission considers the use of negotiated settlements to be helpful in arriving at a solution to the cases it hears. The practice was recognized and sanctioned by the legislature (see Utah Code Annotated § 54-7-10[1], [1981 Supp]), and has often been used by the Commission in the past. In a recent Mountain Bell general rate case (Case No. 80-049-01), the Commission expressed the following:

The Commission encourages parties to negotiate their differences and enter into stipulations, particularly in cases of the complexity presented

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here; such efforts may expedite the regulatory process, and aid the Commission in effecting determinations which are equitable. Nevertheless, no party can or ought to be compelled to participate in such negotiations, nor is a non-stipulating party barred or estopped from urging that a stipulation be rejected or its terms modified. Parties who choose to negotiate a stipulated settlement of a case cannot, by their own agreement, divest the Commission of its statutory authority. While parties to a case may agree that a particular result is desirable, any proposed stipulation must be found by the Commission to achieve a result which is just, reasonable, and in the public interest. Should the Commission reject a proposed stipulation, in whole or in part, the parties are at liberty to withdraw the stipulation or accede to the Commission's modifications.

Second, the Commission recognizes the advantages and disadvantages which may follow utility investment in non-utility ventures. Some of the problems which concern us are noted in the 1972 Report of the Ad Hoc Committee on Non-Utility Investments - Diversification by Utility Companies, of the National Association of Regulatory Utility Commissioners:

The crucial question is whether diversification by public utilities poses a threat to the basic investment-revenue cycle. For now, only the most obvious aspects need be noted. If utility resources are devoted to non-utility operations, no major problem is presented if either: (1) The non-utility enterprise is as profitable as the utility enterprise; or (2) the non-utility enterprise is of insignificant scale in comparison with the utility enterprise. In either event, utility revenues will support new utility investments which will generate new utility revenues to support new utility investments, in a continuing cycle. The utility's investors may gain some extra profits in the first instance, and may sustain some losses in the second instance, but the interest of the public is not adversely affected in serious degree in either case. On the other hand, if the non-utility investment is both substantial and unprofitable, there is risk of disruption of the investment-revenue cycle. An enterprise with a substantial and unprofitable non-utility operation has only two options: (1) it can increase revenues of the utility business sufficient to cover the losses on the non-utility business and thereby maintain the flow of needed capital; or (2) it can

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refuse to support the unprofitable non-utility operation by such a subsidy from the utility operation which would mean that the enterprise as a whole would be unprofitable and unable to attract capital on reasonable (or perhaps any) terms.

The end result is precisely the same as in those situations in which utility investments were diverted to promoters' pockets or utility revenues were diverted to affiliated interests.

It should be noted that even if non-utility operations are profitable, there may be political difficulties in retaining an effective investment-revenue cycle. Confronted with an enterprise with good overall profitability (resulting from its non-utility ventures), the public may be unusually resistant to permitting rate increases, even if they clearly are warranted by the investment and revenue requirements of the utility operation. An analogy is the apparent expectation of consumers of some AT&T operating subsidiaries that the parent, through its nationwide operations, should support losing operations of the subsidiaries.

The Commission believes the utility business of MFS to be the cornerstone of its operations and that other activities must enhance and not jeopardize that cornerstone. It is for these reasons that the Commission is vitally interested in company restructuring which is in effect diversification or functional separation, and we believe Utah statutes authorize Commission review of such proposals, and the setting aside or modification of same if, after a hearing, the scheme itself, or its logical or intended consequences, are found to be detrimental to the utility cornerstone or injurious to the public interest.

Third, the Commission believes the no-profits-to-affiliates rule discussed in the Utah Supreme Court's decision and the potential for a conflict of interest or sweetheart relationship within the structure of MFS and its subsidiaries require continued and ongoing scrutiny by the Commission of MFS and all of its subsidiaries whether or not they are subject to a regulated rate of return. The Commission further notes that the Supreme Court has appeared to elevate management responsibility to utility customers to a form of "trust" relationship which also requires such ongoing scrutiny.

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Fourth, while the Commission accepts the concept that MFS should be allowed to earn an unregulated rate of return on some of its non-utility investments, we believe that such proposals should be presented in advance so that the Commission might be advised of and analyze such investments and/or reorganization as to any potential risk to the public utility or its customers. The Commission notes that the decision to create Celsius has not been brought before it and the Commission trusts MFS will do so. The Commission does not find it necessary to require a formal hearing on this matter before accepting the Stipulation.

Fifth, the Commission believes that exploration for and development of energy resources are an appropriate activity for MFS, both as part of its regulated activities and those which are not subject to a regulated rate of return. The Commission recognizes the past success of MFS's exploration and development program and believes that MFS should continue in the future such programs both for the benefit of its utility operations and those which are not subject to a regulated rate of return. The Commission notes that while exploration and development of gas has historically been a utility activity conducted by MFS pursuant to Commission orders as a joint regulated/non-regulated venture, the decision by MFS to abandon exploration as a utility undertaking has been implemented unilaterally and without Commission sanction. The Commission at this time and for the purpose of this settlement finds it unnecessary to determine if MFS's utility activities, which are subject to a regulated rate of return, should include an exploration and development program.

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Sixth, the Commission is extremely concerned that the Utah customers of MFS are not well-served by the Federal Energy Regulatory Commission (FERC) taking jurisdiction over any of MFS's operations and by MFS's attempt to supplant State regulation with Federal regulation and pricing policies which could make natural gas significantly more costly to Utah customers. The thrust of the FERC applications has been to avoid Utah policies favoring cost-of-service gas pricing (rather than sharply rising "market" pricing favored by the Federal Congress as an incentive for producers to search for new gas supplies) on old as well as new gas. The applications have evoked a classic, and ironic, confrontation between company interests seeking higher profits through an expansion of federal regulation, and regulators seeking to preserve State prerogatives to regulate utility affairs in the interest of keeping costs to customers as low as practicable while allowing a reasonable rate of return to investors. While the Commission will not condition this order on the withdrawal by MFS and its subsidiaries of pending FERC applications the Commission feels a more appropriate procedure and a showing of good faith by MFS and its subsidiaries would be to voluntarily continue said applications until the Commission has been fully apprised of the effect of such applications.

Seventh, consistent with the Commission's concern that Utah customers of MFS are better served and protected by State regulation, it is noted that the recent case, Mid Louisiana Gas Co. v. Federal Energy Regulatory Commission, Consolidated Gas Supply Corporation v. Federal Energy Regulatory Commission, (5th Cir, Dec. 23, 1981 Slip Opinion at 13818 to 13826) casts further doubt on cost of service gas and State regulatory jurisdiction. The Commission feels the Settlement would contractually bind the parties and therefore avoid the adverse effects to Utah customers it foresees if Mid-Louisiana is finally construed adversely to State regulatory interests. We also note that the facts

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involved in the present case are far different than those in Mid-Louisiana. The Natural Gas Policy Act of 1978 was established to provide incentives for investment and in the present case the Utah Supreme Court has found that ratepaying customers have made the investment. This concept that gain follows risk, even under Mid-Louisiana reasoning, may well result in profits to MFS which then would flow to the benefit of customers.

Having expressed its general regulatory philosophy as it relates to the matters before it, the Commission will outline evidence, testimony, statements and argument of counsel upon which the Findings, Conclusions and Order are made.

(1) Notwithstanding any language which might be construed to the contrary in either the agreement or stipulation all parties have agreed on the record that acceptance of the settlement by the Commission in no way limits or affects the Commission's jurisdiction or regulatory authority and further is not to be construed as limiting the Commission in its future regulation of MFS.

(2) MFS, since its organization in 1935, and some of its predecessors, for many years prior to that date, have explored for hydrocarbons in the Rocky Mountain Region. MFS, Wexpro and the Shareholders contend that this Commission has historically considered part of the exploration program to be subject to utility regulation and part of the program to be nonutility and that while this treatment of the program has resulted in benefits to Company customers, it has also caused conflict over the years regarding whether the benefits received were sufficient. The Division, the Committee and Consumer groups have contended that in addition to cost of service gas the profits from oil discoveries, which have not been subject to a regulated rate of return by this Commission, should be utilized to reduce gas prices. This position was in part prompted by the

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inclusion in rates of exploration as an expense item and that the exploration and development of hydrocarbons were all financed largely from retail gas sales in Utah. On the other hand, MFS, Wexpro and the Shareholders have maintained the view that recovery of exploration expenses in rates did not constitute a ratepayer investment and that customers had no interest in exploration properties profits.

(3) Wexpro was created in late 1976 as a subsidiary of MFS. The oil properties then in the nonutility account were transferred to Wexpro under the Agreement of Purchase and Sale; the Joint Exploration Agreement (JEA) was established to govern drilling activities on properties of joint interest between the Company and Wexpro.

(4) Case No. 76-057-14 (Wexpro case) was commenced in December of 1976 when the Division requested that the Commission investigate the Agreement of Purchase and Sale and the JEA. The Commission entered an order on July 20, 1977, holding that it had no jurisdiction over the transfer. Thereafter, the Commission granted a rehearing to consider certain modifications to the Agreement of Purchase and Sale and JEA. The rehearing was held over a period of several weeks. On April 11, 1978, the Commission entered its Report and Order on Rehearing approving the Agreement of Purchase and Sale and JEA if certain amendments were made. The amendments were agreed to by the Company and Wexpro.

(5) The Division and Committee sought review of this order before the Utah Supreme Court. On May 10, 1979, the court rendered its decision reversing the order and remanding the case to the Commission for further hearings. Committee of Consumer Services, supra, 595 P.2d 871. MFS and Wexpro petitioned for rehearing which was denied and petitioned by writ of certiorari to the United States Supreme Court which was also denied.

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(6) MFS's exploration program prior to the creation of Wexpro since January 1, 1977, has been successful. MFS and Wexpro currently own a number of properties as a result of that program. Proper exploitation of these properties for the benefit of all parties requires their exploration. At least \$40,000,000 should be spent during the next five years in development drilling to productive gas reservoirs; larger sums are needed for exploratory drilling on the properties to avoid lease expirations and develop their potential. The testimony of management and members of the Board of Directors is that MFS investors will not support a regulated exploration program on these properties; these witnesses also believe that a regulated exploration program has the potential to cause problems with partners in the field and with scientific and technical employees who are essential to an exploration program and are in high demand in the Rocky Mountain Region. Witness Rosenberg testified that a regulated exploration program has been approved in California and has resulted in extensive drilling in the Rocky Mountain Area with major oil companies.

(7) Witnesses for the Division and Committee on the one hand and MFS and Wexpro on the other testified that they have vigorously pursued claims with respect to the proper treatment of the properties. Litigation has already cost the parties substantial amounts in direct costs and has involved proceedings in multiple agencies and courts. If the litigation which to date has cost a total of approximately \$4,000,000 is not resolved by Settlement, it is possible that it will proceed for several years in several forums with costs to the parties of additional millions of dollars.

(8) The Wyoming Public Service Commission and its staff began proceedings dealing with the same issues as the Wexpro case which have now been concluded by approval of the Settlement by the Wyoming Commission.

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(9) During the litigation related to these cases which has arisen following the Utah Supreme Court opinion in Committee of Consumer Services, supra, there has been uncertainty associated with the eventual allocation of costs and benefits of exploration which MFS argues has made it imprudent for exploration to proceed on other than a minimal basis. Witnesses for all parties to the Settlement and the Shareholders expressed concern, that if litigation proceeds, opportunities may be lost to the detriment of all interested parties. MFS witnesses testified that raising the substantial capital needed to explore and develop the properties, because of the current status and uncertainty of the exploration program, if possible, would be difficult and could only be done at a high cost. These witnesses also testified that current uncertainties are impairing the ability of MFS to employ and retain the scientific and technical personnel essential to a successful exploration program. Whatever benefits from the properties are eventually determined to be properly utilized to reduce rates to MFS customers may not be available for several years if litigation continues.

(10) Recognizing the problems associated with litigation, the parties, with the encouragement of the Commission, examined the possibility of settling their disputes. Settlement conferences began in depth in March of 1981. Mr. Roseman, a participant in the Settlement negotiations, and other witnesses testified that the parties vigorously pursued their positions, that negotiations were extremely tough, reaching impasse on several occasions, and that the parties interests were negotiated at arm's-length. The parties retained and utilized well-qualified and eminent experts in connection with decisions made and positions taken in negotiations.

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(11) The Settlement contemplates that wholly owned affiliates of MFS will do the exploration of the properties covered by this settlement in the future and will operate production activities on said producing properties although provision is made in the agreement for farmouts.

(12) Expert witnesses and counsel for parties to the settlement all urged that the Settlement's approach to the problem of exploring and developing the properties is an acceptable and reasonable. Mr. Roseman, for the Division and Committee favoring the Settlement, testified, that the cost-of-service gas and oil income from gas properties and transferred properties and royalty income and first call on gas with respect to unexplored properties are fair and compensate the Company (for the appropriate benefit of its customers) for its interest in the properties while at the same time leaving MFS with incentives to explore them. Mr. Roseman testified that he had some doubts about the sufficiency of the incentives. However, Mr. Cash, Mr. Kirsch and Mr. O'Leary were of the opinion that the incentives were sufficient. Messrs. Roseman, Crawford, Harmon and Cash were of the view that MFS investors would support the exploration program proposed by the Settlement; Messrs. Cash and Kirsch testified that exploration department employees would be more willing to stay with Wexpro under the Settlement than without it.

(13) All Division and Committee witnesses, including independent geologists Ritzma and Hale, independent economist Roseman and certified public accountant Norman, testified that the consideration involved in the transfer of properties from MFS to subsidiaries was in their opinion fair to MFS and its customers. No dollar value appraisal was completed on the transferred properties. MFS customers will receive substantial benefits from cost-of-service gas, from future sharing of oil income and from royalties. In addition to these benefits, customers

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will have rates reduced by a one-time \$21 million reduction, over a one year period, a \$250,000 annual payment from Wexpro to the Company for twelve years and the elimination of the approximately \$3.1 million annual exploration expense from rates which will occur in approximately one year.

(14) MFS and Wexpro witnesses Crawford, Harmon, Cash and Kirsch testified that the Settlement is fair and reasonable to MFS's shareholders. MFS's consolidated after-tax earnings may suffer an estimated reduction of approximately \$15.5 million in 1981 as a result of the Settlement. If 1982 oil production and income are similar to 1981, after-tax earnings in that year may be down by some \$7 to \$8 million as a result of the Settlement plus the effect of any royalty payments. No witness for the companies attempted to quantify the loss of income associated with the royalty payments and no witness from the Division or Committee attempted to quantify past benefits to MFS or its shareholders of the regulatory treatment afforded MFS prior to the Wexpro decision.

(15) Mr. O'Leary, for the Shareholders, thought the Settlement was costly to present shareholders in terms of the interests they claimed but favored its approval because continued litigation could damage shareholder interests to an even greater extent.

(16) Although the Settlement expressly provides that its terms are an integrated whole and that the benefits flowing to customers is to be viewed in total and not in separable units, the witnesses of parties favoring the Settlement testified that primary individual elements also represent fair market value. For example, the 7% overriding royalty associated with exploratory properties was deemed by Messrs. Roseman, Ritzma and Hale for the Division and Committee, to be fair market value for those assets. The Commission accepts this expert testimony. Witnesses testified that because of the speculative nature of evaluating unexplored properties, they are typically traded

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in the industry on the basis of retained interests such as royalty interests. These properties already have on average 16% in royalties; hence, 7% is a figure that could well have been reached in a typical industry transaction. The Company's right to receive gas at cost of service and 54% of net profits from liquids produced on the productive oil properties transferred to Wexpro was deemed by all expert witnesses who addressed the issue to be fair market consideration for those properties.

(17) Witnesses testified one valuable effect of the Settlement is that it resolves many of the issues in the pending litigation in a manner that MFS believes will allow the exploration program to proceed. All witnesses who addressed the issue agreed that without the Settlement all parties have difficulty achieving their objectives.

(18) Some witnesses testified that the Settlement provides a better solution to the treatment of the joint interest properties than did the JEA. All witnesses for the Division, Committee, MFS, Wexpro and the Shareholders urged the Commission to approve the Settlement because it was, in their opinions, in the public interest.

FINDINGS OF FACT

Having reviewed the record and having considered the Settlement, the evidence, and having been fully advised, the Commission finds that:

1. MFS is a corporation organized and existing under the laws of the State of Utah, with its principal place of business located at 180 East First South Street, Salt Lake City, Utah. MFS is a "gas corporation" and a "public utility" as those terms are defined in Utah Code Annotated § 54-2-1 (1974).

2. MFS produces and purchases natural gas from fields and pipelines in Wyoming, Utah and Colorado, and transports this gas through two major pipeline systems to markets in southwestern Wyoming and northern and central Utah.

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3. MFS provides natural gas service to customers in a Utah service area which includes the Wasatch Front, portions of Carbon and Emery Counties, portions of the Uintah Basin and other areas contiguous to its system. The customers served by the Company in its Utah and Wyoming service area number approximately 400,000.

4. As will be outlined in the following findings, the Commission accepts the Stipulation and Agreement as means of dealing with the "Wexpro" case and related matters. The Commission does not and could not waive any of its jurisdiction, or regulatory power and authority, in so accepting.

5. As stated in finding (1) above, Mountain Fuel Supply Company is a regulated public utility and it cannot escape this by organizing itself into different corporate entities, parent and subsidiary in nature. By approving this Settlement and by past actions this Commission acknowledges and supports the proposition that MFS may have activities which are not limited to a "regulated" rate of return. We do not, however, give up our necessary access to information from the parent or its subsidiaries, or our lawful regulatory control over MFS or any of its parts in accepting this Settlement.

6. The Commission is not entirely persuaded that under attractive circumstances investors will not support a regulated exploration and development program, that such a program will cause problems with partners in the field or with the ability of MFS to keep employees. However, the Commission finds that it is unnecessary to make a final determination on this matter for the purpose of this proceeding.

7. It appears from the statement of counsel and testimony of witnesses that the parties to the Settlement vigorously pursued their positions; negotiations were extremely tough, and at arms length.

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8. The Settlements approach to the problem of exploring and developing the properties involved in the Settlement is an acceptable and reasonable basis for exploring and developing said properties and is in the public interest.

9. Resolution of the many issues involved in this proceeding and the related pending litigation is in the public interest.

10. The Settlement will allow the properties to be explored and developed to the benefit of all parties. The interests of MFS and its customers in benefits from the properties are protected and realized in the Settlement. The transfer of properties is for fair market value as that value is typically determined in the industry. Adequate benefits from the Settlement redound to the benefit of customers of MFS.

11. The Settlement approach to properties and the consideration received for the benefit of customers is just and reasonable and represents fair market value. The interests of MFS customers, of citizens of the State of Utah and of MFS shareholders will be served by approval of the Settlement.

12. The Settlement is fair and reasonable and the stipulated facts in the Stipulation are hereby adopted and approved. The Commission takes note of the explanation of counsel as to the parties understanding and intent in regard to the Stipulation and agreement as found in the record in this case in so approving.

13. Wexpro litigation costs to the State of Utah for outside attorneys, consultants and witness fees exceeds \$775,000, and it is in the public interest that the State be reimbursed for some portion from the Settlement. The Commission finds that \$400,000 from the \$21,000,000 provided for in the agreement should be paid to the Commission's Executive Secretary to establish a fund upon which claims for reimbursement can be made by public entities

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who have been parties to this proceeding for reimbursement for outside attorney, consultant and witness fees. The Commission will determine the amounts to be distributed

CONCLUSIONS OF LAW

Having made the foregoing findings of fact, the Commission concludes that:

1. These cases are properly before the Commission on motion of the Division, Committee, MFS and Wexpro for an order approving the Settlement. Additionally, the Wexpro case (Case No. 76-057-14) is properly before the Commission on remand from the Utah Supreme Court in Committee of Consumer Services v. Public Service Commission of Utah, 595 P.2d 871 (Utah 1979).

2. All hearings in these cases were held pursuant to timely and proper public notice. All parties and the public were given full opportunity to present evidence and argument with respect to the Settlement.

3. This Commission has jurisdiction to resolve cases before it on the basis of a negotiated settlement which has been entered into by MFS, Wexpro, the Division and the Committee in the case. In reviewing the Settlement, the Commission need not decide the issues disputed between the parties, and although the Commission has considered certain alternatives, it need not consider every conceivable alternative to the Settlement. It is the Commission's duty to determine whether the Settlement reasonably resolves matters about which there is a valid dispute in a lawful manner that comports with the public interest. In addition to the public interest standard, inasmuch as some aspects of these cases have previously been before the Utah Supreme

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Court, the Commission must determine whether the Settlement resolves those aspects in a manner consistent with or permitted by the opinion of the court. The Settlement resolves those aspects in a manner consistent with or permitted by the opinion of the court. The Settlement resolves the disputes between the parties and the issues of the remanded case in a reasonable and lawful manner that is consistent with the public interest and with the opinion of the Utah Supreme Court in Committee of Consumer Services, supra.

4. Resolution of the contested issues and litigation involved in the Settlement is in the public interest.

5. This Commission has jurisdiction to review the transfer of properties between MFS and its affiliates which is contemplated by the Settlement to determine whether the customers have an interest in the properties and, if so, whether the transfer is in the public interest whether it is for market value and whether appropriate benefits from the transfer are in the public interest. The Commission concludes that the transfer is for market value, that is in the the public interest and that appropriate benefits redound to the benefit of the customers and MFS.

6. The Commission's findings and conclusions with regard to the transfer of properties and the allocation of benefits contemplated by the Settlement, including the findings and conclusions that the transfer of properties and the allocation of benefits are reasonable and for market value and are in the public interest, are intended by the Commission to be final and not subject to future change (except through an appropriate and timely petition for rehearing or judicial review). The Commission so concludes because to insure the proper development of said properties the parties must be able to rely on the finality of the findings and conclusions in regard to the transfer of

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properties and apportionment of benefits. The Commission also entitled to rely on the finality of its order.

7. The Settlement presents a reasonable, viable and lawful resolution of the unresolved issues in all of these cases, except rate design and residential conservation service issues in Case No. 81-057-01, and should be adopted and approved.

8. The Settlement is an agreement between the parties and approval thereof by the Commission does not modify or in any way limit the jurisdiction of the Commission to require information from the parties and to investigate transactions under the Settlement in which the parties are involved.

9. By adopting and approving the Stipulation, the Commission does not relinquish or limit any jurisdiction or statutory authority it possesses.

10. Under the circumstances involved in this proceeding, it is in the public interest to reimburse public entities for a portion of their expenses associated with this and related proceedings.

ORDER

Having made the foregoing findings of fact and conclusions of law, the Commission hereby orders that:

1. The motion of the Division, Committee, MFS and Wexpro to adopt and approve the Stipulation and Agreement dated October 14, 1981 and to be effective August 1, 1981, is granted and the Stipulation and Agreement are hereby adopted and approved.

2. Consistent with the Stipulation, MFS shall as soon as is practicable and in no event later than 30 days following the date of this Order submit new schedules of rates and charges which are reflected in the Stipulation and Agreement. These rate reductions shall be effective from and after the date the new tariffs are approved by the

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Commission. These rate reductions and payment of the \$400,000 as provided in Order paragraph 5 below will be subject to recovery by MFS in the event this Order is revised or vacated by the Utah Supreme Court.

3. Within 30 days after the reserve for exploration expense account (Account 186-1) deficit balance is eliminated, MFS shall submit new rate schedules which reflect the elimination of the utility exploration expense (approximately \$3.1 million annually system-wide) from the rates then in effect. The rate reduction shall be effective from and after the date the new rate schedules are approved by the Commission. The rate reduction will be subject to recovery by MFS in the event this Order is reversed or vacated by the Utah Supreme Court.

4. This Order shall be the final order of this Commission in Case Nos. 76-057-14 and 81-057-04. This order is also intended to and does resolve any and all contingencies in final orders previously entered by this Commission in Case Nos. 77-057-03, 79-057-03, 80-057-01 and 81-057-01 with the exception of rate design and residential conservation service issues in the latter case. The stipulation of the parties in Case No. 81-057-04 shall be terminated effective August 1, 1981.

5. As soon as is practicable and in no event later than 30 days following the date of this order, MFS shall transmit \$400,000, which amount may be reduced from Utah's portion of the \$21,000,000 reduction in rates, to the Commission Executive Secretary to be handled consistent with the findings herein.

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DATED at Salt Lake City, Utah this 31st day of
December, 1981.

/s/ Milly O. Bernard, Chairman

/s/ David R. Irvine, Commissioner

(SEAL)

/s/ Brent H. Cameron, Commissioner

Attest:

/s/ Jean Mowrey, Secretary

EXHIBIT A

**Cost of Service
Formulation for Gas
from Oil Reservoirs**

EXHIBIT A
COST OF SERVICE FORMULATION
FOR GAS FROM OIL RESERVOIRS

The monthly cost of service charge directly attributable to the sale to Mountain Fuel Supply Company of natural gas provided by Wexpro Company from certain properties as set forth in the Agreement will include the following costs. (Section references are to the relevant portions of the Agreement to which this exhibit is attached.)

1. Operating Expenses. Reasonable and necessary operating expenses incurred by Wexpro and allocated to the production, gathering, treatment and disposition of natural gas. Such expenses will include operating and maintenance expenses, administrative and general expenses, royalties (including compensatory royalties) and fees based on the monthly level of production, and other common business expenses.

2. Depreciation. The allocated monthly depreciation expense as computed by the unit-of-production method where applicable or one-twelfth of any annual depreciation expense computed using applicable depreciation methods other than the unit-of-production method as allowed by and computed under the terms of the Agreement.

3. Amortization and Depletion. The allocated monthly accrual recorded for the billing month as amortization and depletion of producing lands and land rights, amortization of intangible gas plant and other amortized expenses.

4. Taxes.

(a) Taxes Other than Income Taxes. Accruals recorded for the billing month with respect to taxes other than federal and state income taxes allocated to natural gas operations, adjustments of such accruals for tax expenses previously billed, and such taxes paid but not previously billed, including any state and local income taxes.

(b) Federal and State Income Taxes. Federal and state income taxes for the billing month attributable to the investment of

Wexpro allocated to natural gas production facilities, computed by multiplying the return by the marginal composite income tax rate (section I-38) divided by 1.0 minus the marginal composite income tax rate.

5. **Return.** Return is computed using the base rate of return (section I-44) as adjusted from time to time under the procedure specified in the Agreement. For natural gas that is produced from enhanced recovery facilities to which a 2% adjustment is applicable (paragraph II-6(b)), the 2% risk premium applies to those facilities only. For natural gas that is produced from development gas wells to which a 5% risk adjustment is applicable (paragraph II-8(b)), the 5% risk premium applies to those facilities only.

The investment used as a base to which a rate of return is applied will be computed in total for each category of investment subject to (i) no risk premium, (ii) the 2% risk premium, and (iii) the 5% risk premium, and will be one-twelfth of the sum of:

(a) The allocated, actual original investment including AFUDC in wells, well facilities and plant facilities utilized or held for future use in connection with the production, gathering, treatment and disposition of natural gas and oil, less accumulated reserves for depreciation and amortization of such plant facilities; plus

(b) A general plant allowance calculated by multiplying the amount in paragraph (a) above by 6.3%; plus

(c) A cash working capital allowance for each category of investment (no risk premium, 2% risk premium, and 5% risk premium) equal to $\frac{45}{365}$ of the allocated operating expenses, identified in section 1 above, less royalties and annualized by multiplying the monthly amounts by 12; plus

(d) A credit for the balance of accumulated deferred income taxes and other tax-timing reserves accrued solely as a result of facilities installed after July 31, 1981, for each category of investment (no risk premium, 2% risk premium, 5% risk premium).

6. Costs, expenses and investments will be allocated only when direct assignment cannot be made to specific products. When any cost, expense or investment is related to the production of joint products and direct assignment cannot be made, the product allocation procedure (section I-47) will be used.

7. Page 4 of this exhibit is an example of the calculations to be used for natural gas that is subject to this cost-of-service determination. The individual numbers are illustrative only and do not represent any actual circumstances.

EXHIBIT A
 SAMPLE COST-OF-SERVICE CALCULATION
 GAS SOLD BY WEXPRO TO THE COMPANY
 FROM PRODUCTIVE OIL RESERVOIRS¹

	Total (1)	Post- July 31, 1981 Facilities (2)	Post-July 31, 1981 Enhanced Recovery Facilities Subject to:		Post- July 31, 1981 Development Drilling Facilities (5)
			Base Rate of Return (r) (3)	(r + 2.00%) (4)	
1. Investment					
2. Net Plant Investment in Productive Oil Reservoirs	\$57,000	\$48,300	\$5,060	\$1,190	\$2,450
3. Gas Production Investment:					
4. Directly Assignable to Gas Production	1,010	800	100	70	40
5. Allocation Based on Product Allocation (\$1-47)	6,200	5,000	460	170	570
6. Net Investment in Gas Production Facilities	\$ 7,210	\$ 5,800	\$ 560	\$ 240	\$ 610
7. Add:					
8. General Plant @ 6.3%	454	366	35	15	38
9. Cash Working Capital: 45/365 x (O&M + A&G) x 12	132	117	8	3	4
10. Deferred Income Tax Accrual	(54)	—	(20)	(9)	(25)
11. Total Investment Base for Return Calculation:	\$ 7,742	\$ 6,283	\$ 583	\$ 249	\$ 627
12. Cost of Service					
13. Total Expenses for Month	\$ 2,500	\$ 2,173	\$ 207	\$ 46	\$ 74
14. Directly Assignable Expenses - Oil & Gas	701	618	57	10	16
15. Directly Assignable Expenses - Gas					
16. Operating & Maintenance Expenses	1	—	1	—	—
17. Administrative & General Expenses	—	—	—	—	—
18. Royalties	94	83	6	2	3
19. Other Taxes	1	1	—	—	—
20. Depreciation	1	—	—	—	—
21. Total - Gas Direct Expenses	97	84	7	2	4
22. Allocable Expenses - Oil & Gas	\$ 1,799	\$ 1,555	\$ 150	\$ 36	\$ 58
23. Allocable Expenses - Gas					
24. Operating & Maintenance Expenses	70	64	3	1	2
25. Administrative & General Expenses	18	15	1	1	1
26. Royalties	—	—	—	—	—
27. Other Taxes	79	65	7	2	5
28. Depreciation	93	75	9	2	7
29. Total - Gas Allocable Expenses	\$ 260	\$ 219	\$ 20	\$ 6	\$ 15
30. Return Computation					
31. Applicable Rate of Return		16.00%	16.00%	18.00%	21.00%
32. Return on Investment (line 11 x line 31)/12	\$ 107	\$ 84	\$ 8	\$ 4	\$ 11
33. Federal Income Taxes (line 32 x .46) / (1 - .54)	91	72	7	3	9
34. Total Monthly Cost of Service (lines 21 + 29 + 32 + 33)	\$ 555	\$ 459	\$ 42	\$ 15	\$ 39

¹ All figures are hypothetical and only for the purpose of demonstrating the method of calculating the cost-of-service price for gas sold by Wexpro to the Company.

EXHIBIT B

**Sample Calculation of
Productive Oil Reservoir
Accounting**

EXHIBIT B
 SAMPLE CALCULATION
 PRODUCTIVE OIL RESERVOIR ACCOUNTING¹

	Total	Post-July 31, 1981		Allocated to Cost-Service Natural Gas
		Post-July 31, 1981 Facilities	Enhanced Recovery Facilities Subject to	
1 Net Plant Investment in Productive Oil Reservoirs	\$37,000	\$48,300	\$5,000	\$2,450
2 Allocation of Investment		12,000	1,500	240
3 Directly Assignable to Products		30,500	3,000	1,950
4 Allocated based on Product Allocation		\$42,500	\$4,500	\$1,840
5 Total Expenses for Month from Sale of Oil	\$ 4,520	\$ 3,700	\$ 540	\$ 185
6 Total Expenses for Month	\$ 2,500	\$ 2,173	\$ 207	\$ 74
7 Allocation of Expenses for Month		534	50	12
8 Directly Assignable to Products		1,336	130	43
9 Allocated based on Product Allocation		\$ 1,670	\$ 180	\$ 55
10 Operating Income for Month		\$ 1,830	\$ 360	\$ 130
11 Federal and State Income Taxes at 46.828% ²		856	169	61
12 Net Income from Oil after Taxes	\$ 1,264	\$ 974	\$ 191	\$ 69
13 Rate of Return for Investment Recovery		16.00%	16.00%	21.00%
14 Return Allocated to Oil Investment (line 4 x line 13)/12	\$ 673	\$ 567	\$ 60	\$ 32
15 Amount to Be Divided Between Company and Weapros Company Portion at 54%	\$ 591	\$ 407	\$ 131	\$ 37
16 Payment to Company (line 15)/(1-46.828%)	\$ 319	\$ 220	\$ 71	\$ 20
17 Restatement of Weapros's Monthly Oil Net Income	\$ 600	\$ 413	\$ 133	\$ 37
18 Revenue for Month - Oil	\$ 4,520			
19 Expenses for Month - Oil	\$2,143			
20 Previous Expense - Total	600			
21 Amount to Company	(2,743)			
22 Total Restated Expenses for Month	\$ 1,777			
23 Restated Operating Income	(832)			
24 Income Taxes at 46.828%	\$ 945			
25 Restated Weapros Net Income After Taxes				

¹ All figures are hypothetical and used only for demonstrating the method of calculating payment to the Company for oil production from the productive oil reservoirs, as provided in Article II of the Agreement.
² See Exhibit D.

**Sample Overriding
Royalty Calculation**

EXHIBIT C

EXHIBIT C

OVERRIDING ROYALTY CALCULATION

	LEASE A		LEASE B		LEASE C		LEASE D	
	Before	After	Before	After	Before	After	Before	After
	Back-In	Back-In	Back-In	Back-In	Back-In	Back-In	Back-In	Back-In
Net Interest:								
Farmout - ORR Preserved								
Before Farmout:								
After Farmout:								
Less: Gross Revenues	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
Wetrop's Gross Revenues	\$6.25	\$40.00	\$3.125	\$20.00	\$6.25	\$40.00	\$3.125	\$20.00
Farmout's Gross Subject to ORR	\$100.00	\$60.00	\$96.875	\$80.00	\$93.75	\$60.00	\$96.875	\$80.00
Total Gross Subject to ORR	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
Royalty Rate on Gross	7.00%	7.00%	7.00%	7.00%	7.00%	7.00%	7.00%	7.00%
Overriding Royalty on Gross	\$7.00	\$7.00	\$7.00	\$7.00	\$7.00	\$7.00	\$7.00	\$7.00
Farmout - ORR Not Preserved ¹								
Before Farmout:								
After Farmout:								
Less: Gross Revenues	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
Wetrop's Gross Revenues	\$6.25	\$50.00	\$3.125	\$30.00	\$6.25	\$50.00	\$3.125	\$30.00
Royalty Rate on Wetrop's Gross	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%
ORR on Wetrop's Gross	\$6.25	\$5.00	\$3.125	\$3.00	\$6.25	\$5.00	\$3.125	\$3.00
ORR on Wetrop's Gross	\$0.625	\$5.00	\$0.3125	\$2.50	\$0.625	\$5.00	\$0.3125	\$2.50

¹ The entries represent typical transactions only and are strictly hypothetical.
² Overriding Royalty - 7% ORR, section IV 4 of the Agreement; 2%, section V.3.
³ 7% ORR replaced by 10% ORR on gross receipts only; see paragraph IV 4(b).



**Marginal Composite Tax
Rate Calculation**

EXHIBIT D

EXHIBIT D
MARGINAL COMPOSITE TAX
RATE CALCULATION

For determining the marginal composite tax rate defined in section I-38, the composite state tax rate t_s is determined as follows:

$$t_s = \sum r_i \times \frac{Inv_i + Rcpt_i + W_i}{3}$$

where

- Inv_i is the percentage of Wexpro's total-company investment in state i ,
- $Rcpt_i$ is the percentage of Wexpro's total-company gross receipts from state i ,
- W_i is the percentage of Wexpro's total-company wages paid to employees residing in state i ,
- r_i is the marginal state tax rate applicable in state i .

The summation ranges over all states in which Wexpro has investment or employees or makes sales. (Note that $\sum Inv_i = 1.0$, $\sum Rcpt_i = 1.0$, and $\sum W_i = 1.0$.)

COMPOSITE STATE TAX RATE CALCULATION - 1981¹

i State	Inv _i	Rcpt _i	W _i	r _i	r _i x $\frac{Inv_i + Rcpt_i + W_i}{3}$
1 Utah	.07735	.02799	.58211	.0400	.00917
2 Wyoming	.77443	.88316	.29687	.0	.0
3 Colorado	.07192	.01613	.06149	.0500	.00249
4 Idaho	.00922	.0	.0	.0650	.00020
5 Montana	.00846	.00131	.0	.0675	.00022
6 New Mexico	.00638	.00144	.05953	.0500	.00112
7 Nevada	.01806	.02862	.0	.0	.0
8 N. Dakota	.03337	.04135	.0	.0850	.00212
9 S. Dakota	.00018	.0	.0	.0	.0
10 Oregon	.00053	.0	.0	.0750	.00001
11 Nebraska	.00010	.0	.0	.04125	.0
Totals	1.00000	1.00000	1.00000		.01533

$t_s = .01533$

$t = t_f (1 - t_s) + t_s$

$t = .46 (.98467) + .01533$

$t = .46828$

¹ All data is for calendar year 1980.

EXHIBIT E

Operator Service Fee

EXHIBIT E

OPERATOR SERVICE FEE

The monthly operator service fee to be charged to Mountain Fuel Supply Company by Wexpro for the production of hydrocarbons from certain properties as set forth in Article III of the Agreement will include the costs detailed below. Any reference to investment and facilities in this determination will be only to "post-July 1981 facilities" as described in section III-4 of the Agreement. No leasehold carrying costs or exploration and development expenses related to dry holes will be included as costs or expenses in this determination. (The Company's investment in properties described in Article III made prior to July 31, 1981, and other Company investment made after July 31, 1981, pursuant to Article III will be accorded rate-base treatment as a part of the Company's natural gas rate determinations by the Utah and Wyoming Public Service Commissions.

1. Operating Expenses. Reasonable and necessary operating expenses incurred by Wexpro and allocated to the production, gathering, treatment and disposition of hydrocarbons. Such expenses will include operating and maintenance expenses, administrative and general expenses, royalties (including compensatory royalties) and fees based on the monthly level of production, and other common business expenses.

2. Depreciation. The allocated monthly depreciation expense as computed by the unit-of-production method where applicable or one-twelfth of any annual depreciation expense computed using applicable depreciation methods other than the unit-of-production method as allowed by and computed under the terms of the Agreement.

3. Amortization and Depletion. The allocated monthly accrual recorded for the billing month as amortization and depletion of producing lands and land rights, amortization of intangible gas plant and other amortized expenses.

4. Taxes.

(a) Taxes Other than Income Taxes. Accruals recorded for the billing month with respect to taxes other than federal and state income taxes allocated to natural gas operations, adjustments

of such accruals for tax expenses previously billed, and such taxes paid but not previously billed, including any state and local income taxes.

(b) **Federal and State Income Taxes.** Federal and state income taxes for the billing month attributable to applicable investment in hydrocarbon production facilities, computed by multiplying the return by the marginal composite income tax rate (section I-38) divided by 1.0 minus the marginal composite income tax rate.

5. **Return.** Except for Wexpro's investment in commercial development wells, return on post-July 31, 1981, facilities (section III-4) is computed using the base rate of return (r) (section I-44), as adjusted from time to time under the procedure specified in the Agreement. For investment in commercial development wells, the return is computed on the basis of the base rate of return plus a risk premium of 8.00% (r + 8.00).

The investment used as a base to which a rate of return is applied will be computed in total for each category of investment subject to (i) no risk premium, and (ii) the 8% risk premium, and will be one-twelfth of the sum of:

(a) The actual-original investment including AFUDC in wells, well facilities and plant facilities utilized or held for future use in connection with the production, gathering, treatment and disposition of natural gas, natural gas liquids and oil, less accumulated reserves for depreciation and amortization of such plant facilities; plus

(b) A general plant allowance of 6.3% times the sum of the amount in paragraph (a) and the depreciated investment in wells, well and plant facilities related to production of hydrocarbons under Article III of the Agreement as reflected in the Company's Utah and Wyoming Public Service Commission utility rate base (It is understood that the Company will correspondingly reduce its Utah and Wyoming Public Service Commission utility rate base by those investments in general plant that have heretofore been used in carrying out activities in connection with such properties); plus

(c) A cash working capital allowance for each category of investment (no risk premium, and 8% risk premium) equal to 45/365 of the allocated operating expenses, identified in section I above, less royalties and annualized by multiplying the monthly amounts by 12; plus

(d) A credit for the balance of accumulated deferred income taxes and other tax-timing reserves accrued solely as a result of facilities installed after July 31, 1981, for each category of investment (no risk premium, 8% risk premium).

6. Costs, expenses and investments will be allocated where appropriate, but only when direct assignment cannot be made.

SCHEDULE 1

**Base Rate of Return
Index Companies**

SCHEDULE 1
"Wexpro Case" Agreement
BASE RATE OF RETURN INDEX COMPANIES

<u>Company Name</u>	<u>Activity¹</u>	<u>Regulatory Agency</u>	<u>Authorized Base of Return on Common Equity on May 31, 1981</u>
1. Idaho Power Company	Electric Services	Idaho Public Service Commission	14.50%
2. Intermountain Gas Co.	Gas Distribution	Idaho Public Service Commission	14.50%
3. Montana Power Company	Electric Services	Montana Public Service Commission	13.45%
4. Montana-Dakota Utilities Co.	Gas Distribution	Montana Public Service Commission	13.50%
5. Pacific Power & Light	Electric Services	Wyoming Public Service Commission	14.64%
6. Northern Utilities, Inc.	Gas Distribution	Wyoming Public Service Commission	13.50%
7. Nevada Power Company	Electric Services	Nevada Public Service Commission	15.00%
8. Southwest Gas Corp.	Gas Distribution	Nevada Public Service Commission	15.20%
9. Utah Power & Light Co.	Electric Services	Utah Public Service Commission	16.80%
10. Mountain States Tel. & Tel. Co.	Tele communications	Utah Public Service Commission	14.50%
11. Public Service Co. of Colorado	Gas Distribution	Colorado Public Service Commission	15.45%
12. Mountain States Tel. & Tel.	Tele communications	Colorado Public Service Commission	11.90%
13. Arizona Public Service Co.	Electric Services	Arizona Corporation Commission	15.00%
14. Southwest Gas Corp.	Gas Distribution	Arizona Corporation Commission	16.00%
15. Public Service Co. of New Mexico	Electric Services	New Mexico Public Service Commission	15.50%
16. Southern Union Gas Co.	Gas Distribution	New Mexico Public Service Commission	15.50%
17. Colorado Interstate Corp.	Gas Transmission	Federal Energy Regulatory Commission	13.25%
18. Northwest Pipeline Corp.	Gas Transmission	Federal Energy Regulatory Commission	13.75%
19. Kansas-Nebraska Natural Gas Co.	Gas Transmission	Federal Energy Regulatory Commission	13.00%
20. Transwestern Pipeline Co.	Gas Transmission	Federal Energy Regulatory Commission	12.00%

¹ For purposes of calculating the base rate of return, the allowed return only on the indicated operations of each company is to be used.

**Productive Oil
Reservoirs**

SCHEDULE 2(a)

SCHEDULE 2(a)
"Wexpro Case" Agreement
PRODUCTIVE OIL RESERVOIRS

Field Name	State	Formation	Marker Well ¹	Marker Well Location ²	Productive Oil Reservoir ³	
					Interval Top	Interval Base
Ace Unit	Colorado	Wasatch	Ace Unit #8	SWSE Sec 28, T12N, R97W	2,703	3,105
East Hiawatha	Colorado-Wyoming	Wasatch	Newberger #6	NWSE Sec 13, T12N, R100W	1,920	2,426
Jacks Draw Unit	Colorado	Wasatch	Jacks Draw Unit #11	SWSW Sec 2, T11N, R97W	3,074	3,130
McClellan	Colorado	Desert Creek	McClellan Basin #2	SWNE Sec 15, T37N, R19W	5,910	5,958
Powder Wash	Colorado	Wasatch Fort Union	H. W. Stewart #4	SWNE Sec 32, T12N, R97W	2,740 5,120	5,120 5,270
Trap Springs	Nevada	Pritchard Station	Trap Springs #1R	NWSE Sec 27, T9N, R56E	3,755	4,170
Bug	Utah	Lwr Desert Cr. Honaker Trail	Bug Well #4	NESW Sec 16, T39N, R26E	6,283 4,570	6,320 4,672
Castle Peak	Utah	Green River	Castle Peak Unit #5	NWSW Sec 24, T9S, R15W	2,898	5,158
Hay Wolf Mountain	Utah	Green River-Wasatch	Broadhead #1	CNE Sec 21, T2S, R6W	11,106	13,806
Patterson Canyon	Utah	Lower Ismay	Patterson Unit #1	NENW Sec 5, T38S, R25E	5,492	5,653
Patterson Unit	Utah	Lower Ismay	Patterson Unit #1	NENW Sec 5, T38S, R25E	5,492	5,653
Rich Creek Unit	Wyoming	Wasatch/Almy Mesaverde	Birch Creek Unit #1	NENW Sec 14, T27N, R113W	Surface 2,417	2,417 2,970

¹The marker well is a representative well in the field (usually the deepest well). A dated mechanical log from such well was used to determine the top and base of the productive interval. Marker wells are not necessarily prior Company wells or prior Wexpro wells, as defined in the Agreement; they may be third-party wells.

²Marker well location may not be within a development drilling area, as defined in the Agreement; its selection is related to the productive formation and the reliability and quality of the data to indicate stratigraphic equivalency elsewhere in the formation.

³Top and base (feet below the surface) in the marker well; Extent of productive oil reservoir elsewhere is the stratigraphic equivalent of this interval; the areal extent of the productive oil reservoir is defined in the Agreement.

Field Name	State	Formation	Marker Well	Marker Well Location	Productive Oil Reservoir	
					Interval Top	Interval Base
Brady Unit (North)	Wyoming	Entrada	Brady Unit Well #14	SWSE Sec 4, T17N, R100W	11,607	11,756
		Nugget			12,275	
		Weber			13,660	14,535
Brady Unit (South)	Wyoming	Weber	Brady Unit #1	NENW Sec 11, T16N, R101W	13,595	14,400
		Nugget			11,660	12,202
		Phosphoria			13,365	13,595
Bruff Unit	Wyoming	Morgan	Bruff Unit #1	SWSW Sec 22, T19N, R112W	17,290	17,350
Dry Piney Unit	Wyoming	Nugget	Dry Piney Unit #18	NWSW Sec 10, T27N, R114W	10,915	11,517
Feather-Highland-Scott	Wyoming	Upper Parkman	Hannifin Federal #1	NESE Sec 18, T35N, R71W	8,560	8,700
Powell (Spearhead Ranch Part)	Wyoming	3rd Bench- 1st Frontier	Spearhead Ranch Unit #18	SWNE Sec 22, T39N, R74W	12,402	12,435
Powell (Spearhead Ranch Part)	Wyoming	1st Bench- 1st Frontier	U.S.A. Dilts #31-1	NESW Sec 31, T40N, R73W	11,610	11,630
		3rd Frontier			12,165	12,205
Ross (Fox)	Wyoming	3rd Frontier	Moore Federal #1-1	SWNE Sec 1, T40N, R75W	12,700	12,725
South Spearhead (Fox)	Wyoming	1st Bench- 1st Frontier	South Spearhead Fed #1-24	CSE Sec 24, T37N, R75W	12,730	12,782
Spearhead Ranch Unit (Part)	Wyoming	1st Bench- 1st Frontier	Spearhead Ranch Unit #1A	SENW Sec 13, T39N, R75W	12,585	12,595
Trabing (Boznidec)	Wyoming	Frontier	Federal #1-10	NWSE Sec 10, T46N, R80W	12,624	12,664
Yellow Creek	Wyoming	Twin Creek	Yellow Creek #1-36	SWNE Sec 36, T15N, R121W	5,928	6,738

Prior Wexpro Wells

SCHEDULE 2(a)

SCHEDULE 2(b)
"Wexpro Case" Agreement
PRIOR WEXPRO WELLS

FIELD NAME	PRIOR WEXPRO WELL	FIELD NAME	PRIOR WEXPRO WELL	FIELD NAME	PRIOR WEXPRO WELL
Ace Unit [Colorado]	Ace Unit #5 Ace Unit #8	Birch Creek Unit [Wyoming]	Birch Creek Unit #62 Birch Creek Unit #63 Birch Creek Unit #65 Birch Creek Unit #67 Birch Creek Unit #68 Birch Creek Unit #69 Birch Creek Unit #70 Birch Creek Unit #71 Birch Creek Unit #74 Birch Creek Unit #75 Birch Creek Unit #76 Birch Creek Unit #77 Birch Creek Unit #79 Birch Creek Unit #82 Birch Creek Unit #83 Birch Creek Unit #84 Birch Creek Unit #20 Birch Creek Unit #28 Birch Creek Unit #33 Birch Creek Unit #34 Birch Creek Unit #36 Birch Creek Unit #37 Birch Creek Unit #38 Birch Creek Unit #39 Birch Creek Unit #40 Birch Creek Unit #42 Birch Creek Unit #44 Birch Creek Unit #45	Dry Piney Unit [Wyoming]	Dry Piney Unit #20 Dry Piney Unit #21 Dry Piney Unit #24 Dry Piney Unit #25
East Hiawatha [Colorado]	East Hiawatha 17-2 F. Wilson B #4 F. Wilson A #5 F. Wilson A #7 F. Wilson A #8 F. Wilson B #11 F. Wilson B #12 F. Wilson B #13 F. Wilson B #14 F. Wilson B #15 F. Wilson A #17 F. Wilson A #18 F. Wilson B #19 F. Wilson B #21 G. Kuykendall A #1 G. Kuykendall A #3 G. Kuykendall A #6 G. Kuykendall A #7 G. Kuykendall #8			Feather-Highland-Scott [Wyoming]	Hannifin Federal #1
Jacks Draw Unit [Colorado]	Jacks Draw Unit #4			Powell (Spearhead Ranch Part) [Wyoming]	Spearhead Ranch Unit #18 Werner #25-1
McClellan [Colorado]	McClellan Basin #2			Powell (Spearhead Ranch Part) [Wyoming]	Powell II Unit #9 U.S.A. Dilts #31-1 Boswell Federal #2-1 Dilts Cooke Federal #1-1 Harvey Federal #6-1 Tonkinson #11-1 Dilts #12-1 Wolf State #13-1 Spearhead Ranch Unit #10 Spearhead Ranch Unit #12 Spearhead Ranch Unit #13 Spearhead Ranch Unit #14 Spearhead Ranch Unit #15 Spearhead Ranch Unit #17 Spearhead Ranch Unit #20 Bustard Federal #24-1
Powder Wash [Colorado]	Carl Allen B #9 Carl Allen B #13 Carl Allen A #16 Carl Allen A #19 B. W. Muaser B #15 J. C. Donnel B #4 J. C. Donnel B #7 J. C. Donnel B #8 J. C. Donnel B #10 H. W. Stewart A #3 H. W. Stewart A #4 J. C. Donnel A #6	Brady Unit (North) [Wyoming]	Brady Unit Well #14W Brady Unit Well #17N Brady Unit Well #25N Brady Unit Well #26E	Ross (Fox) [Wyoming]	Moore Federal #1-1 South Spearhead #1-24 South Spearhead #1- 11 Judson South Spearhead #1-2
Trap Springs [Nevada]	Trap Springs #3 Trap Springs #1 Trap Springs #2 Trap Springs #8 Trap Springs #16 Trap Springs #17 Trap Springs #1R	Brady Unit (South) [Wyoming]	Brady Unit Well #16W Brady Unit Well #18W Brady Unit #1 (#21-11) Brady Unit #2 (#41-2) Brady Unit #3 (#1-15) Brady Unit #4 (#11-12) Brady Unit #5 (#11-11) Brady Unit #8 (#32-2) Brady Unit #9 (#43-10) Brady Unit #10 (#22-22) Brady Unit #11 (#32-31) Brady Unit #12 (#11-27) Brady Unit #13 (#16-101) Brady Unit #16 (#32-10) Brady Unit #18 (#44-11) Brady Unit #21 (#43-46) Brady Unit #22 (#22-15) Brady Unit #23 (#31-1) Brady Unit #24 (#14-B) Brady Unit #27 (N) Brady Unit #30 Brady Unit #31 (#24-2) Brady Unit #33	Spearhead Ranch Unit (Part) [Wyoming]	Spearhead Ranch Unit #1A Spearhead Ranch Unit #4 Spearhead Ranch Unit #5 Spearhead Ranch Unit #7 Spearhead Ranch Unit #8
Bug [Utah]	Bug Well #4 Bug Well #10 Bug Well #12 Bug Well #14 Bug Well #15 Bug Well #16			Trabing (Bonniee) [Wyoming]	Bouma Zexas #1-3 Federal #1-10 Adamson Eklund #1-14 Porath "A" #1
Castle Peak Uintah Basin [Utah]	Castle Peak Unit #5			Yellow Creek [Wyoming]	Yellow Creek #1-36 Yellow Creek #3-36
Gray Wolf Mountain [Utah]	Broadhead #1				
Patterson Canyon [Utah]	Patterson Canyon #1 Patterson Canyon #3				
Patterson Unit [Utah]	Patterson Unit #1				
Birch Creek Unit [Wyoming]	Birch Creek Unit #48 Birch Creek Unit #50 Birch Creek Unit #52 Birch Creek Unit #58	Bruff Unit [Wyoming]	Bruff Unit Well #1		
		Dry Piney Unit [Wyoming]	Dry Piney Unit #17 Dry Piney Unit #18 Dry Piney Unit #19		

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**Productive Gas
Reservoirs**

SCHEDULE 3(a)
 "Wexpro Case" Agreement
 PRODUCTIVE GAS RESERVOIRS

Field Name	State	Formation	Marker Well ¹	Marker Well Location ²	Productive Gas Reservoir ³	
					Interval Top	Interval Base
Ace Unit	Colorado	Fl. Union	Ace Unit #2	SWSW Sec 3, T11N, R97W	5,180	7,342
Big Horse Draw (Cathedral)	Colorado	Manaos "B"	Big Horse Draw #26-2	SESW Sec 26, T2S, R101W	2,097	2,450
Bull Basin-Plateau-Highmore	Colorado	Corcoran	#135	NWNW Sec 35 T10S, R96W	3,708	3,897
Cross Canyon	Colorado	Ismay	Cross Canyon Unit #1	SWNE Sec 7, T38N, R19W	5,860	5,920
Dragon Trail Unit	Colorado	Manaos "B"	Dragon Trail Unit #46	NWSW Sec 21, T2S, R102W	2,600	2,985
East Hiawatha	Colorado	Wasatch Fort Union Lance/Lewis	Newberger #6	NWSE Sec 13, T12N, R100W	Surface 2,426 4,730 4,810	1,920 4,730 4,810
Egnar Unit	Colorado	Mississippian	Egnar Unit #1	SENE Sec 30, T44N, R19W	9,100	9,375
Hiawatha Deep Unit	Colorado	Entrada & Nuggett	Hiawatha Deep Unit #1	NENW Sec 22, T12N, R100W	14,337	15,020
Horseshoe Canyon Unit	Colorado	Dakota Cedar Mountain Corcoran-Cozette	Horseshoe Cyn Unit #131	SENE Sec 31, T9S, R97W	6,774 2,295	6,956 2,580
Jacks Draw Unit	Colorado	Fl. Union	Jacks Draw Unit #15	NENE Sec 21, T12N, R97W	5,118	6,440
Lower Horse Draw Unit (Lower Horse Draw Area)	Colorado	Manaos "B"	MF #10-1	NWSW Sec 10, T2S, R103W	2,828	3,160
Powder Wash Unit	Colorado	Wasatch- For Union	Carl Allen #11	SESW Sec 33, T12N, R97W	Surface	8,410
Rabbit Mountain	Colorado	Manaos "B"	MFS Federal #8-1	NWNE Sec 8, T2S, R103W	3,985	4,265
Sugar Loaf-Talamantes	Colorado	Mesaverde (Almond) Lower Ft Union/Lance	Gov't #1	SENW Sec 15, T11N, R101W	5,458 4,950	5,655 5,340

¹ The marker well is a representative well in the field (usually the deepest well). A dated mechanical log from such well was used to determine the top and base of the productive interval. Marker wells are not necessarily prior Company wells or prior Wexpro wells, as defined in the Agreement; they may be third-party wells.

² Marker well location may not be within a development drilling area, as defined in the Agreement; its selection is related to the productive formation and the reliability and quality of the data to indicate stratigraphic equivalency elsewhere in the formation.

³ Top and base (foot below the surface) in the marker well; Extent of productive gas reservoir elsewhere is the stratigraphic equivalent of this interval; the areal extent of the productive gas reservoir is defined in the Agreement.

SCHEDULE 3(a)

Field Name	State	Formation	Marker Well	Marker Well Location	Productive Gas Reservoir	
					Interval Top	Interval Base
West Douglas Creek	Colorado	Manaos "B"	Gov't #306	SENW Sec 30, T2S, R102W	2,703	3,090
West Hiawatha	Colorado	Lance/Lewis Ft. Union Wasatch	W. B. Lashar #5	SWSW Sec 25, T12N, R101W	4,448 2,230 Surface	4,670 4,448 2,230
Lodger (Whiskey Trail)	Montana	Bow Island	Nierenberg #263 Fee	NENW Sec 26, T30N, R1W	1,046	1,090
Milk River	Montana	Eagle White Specks	Oil Resources #19-4	SWNW Sec 19, T35N, R13E	1,069 2,160	1,356 2,180
Sunburst	Montana	Third Bow Island	Kiehbauch #2	NWSE Sec 33, T36N, R4W	1,760	1,796
Jiggs Unit	Nevada	Elko	Jiggs #10-1	SESE Sec 10, T29N, R56E	9,050	9,450
Bisti-Escrito-Verde Basin Dakota	New Mexico	Basin Dakota Picture Cliff	Mountain Federal #1	NWSW Sec 18, T24N, R9W	1,766 6,405	1,990 6,450
Fruitland	New Mexico	Dakota Menefee	Stevens #1	NWNE Sec 29, T30N, R14W	5,688 3,198	5,913 3,310
Tracy Dome (Carlsbad)	New Mexico	Morrow Wolf Camp	Rifle Federal #2	NENW Sec 28, T21S, R26E	10,854 8,995	11,220 9,155
Clay Basin Unit	Utah	Frontier	Clay Basin Unit #18	NWNW Sec 23, T3N, R24E	5,640	5,850
Island Unit	Utah	Wasatch	Island Unit #9	CSW Sec 11, T10S, R19E	4,880	6,800
Piute Knoll	Utah	Upper Ismay	Piute Knoll #1	NESW Sec 26 T33S, R25E	5,730	5,795
Ute Trail Unit	Utah	Mesaverde Wasatch	Ute Trail Unit #1	NENE Sec 8, T10S, R22E	6,720 5,050	8,110 5,270
Birch Creek Unit	Wyoming	1st Frontier 2nd Frontier Bear River	Birch Creek Unit #1	NENW Sec 14, T27N, R113W	6,267 6,685 7,490	6,325 6,880 7,700
Black Butte Creek	Wyoming	Dakota	Black Butte Creek Unit #44-25	SESE Sec 25, T19N, R103W	3,890	3,910
Brady Unit (South)	Wyoming	Dakota Frontier	Brady Unit Well #1	NENW Sec 11, T16N, R101W	10,870 10,290	11,038 10,400
Bruff Unit-Moxa Arch	Wyoming	Dakota 2nd Frontier	Bruff Unit #1	SWSW Sec 22, T19N, R112W	11,900 11,278	12,190 11,500
Butcher Knife Spring Unit	Wyoming	Morgan Dakota	Butcher Knife Spring Unit #1	SWNE Sec 29, T15N, R112W	17,903 12,822	18,410 13,290

SCHEDULE 3(a)

Field Name	State	Formation	Marker Well	Marker Well Location	Productive Gas Reservoir	
					Interval Top	Interval Base
Canyon Creek Area	Wyoming	Fort Union	Canyon Cr. Federal #2-19	NENE Sec 19, T13N, R100W	3,900	4,050
Canyon Creek Dome Unit	Wyoming	Lwr Mesaverde Almond	Canyon Creek Unit #17	NESW Sec 3, T12N, R101W	5,380 4,600	6,798 4,750
Church Buttes Unit	Wyoming	Morgan Dakota Frontier	Church Buttes Unit #19	SENE Sec 8, T16N, R112W	17,740 12,620 12,157	18,302 12,847 12,288
Creston Area (Standard Draw)	Wyoming	Almond	MFS Federal #22-1	NWSW Sec 22, T18N, R93W	8,690	8,790
Dry Piney Unit	Wyoming	Bear River 1st Frontier 2nd Frontier	Dry Piney Unit #18	NWSW Sec. 10, T27N, R114W	8,177 6,477 7,095	8,611 6,695 7,380
Emigrant Springs	Wyoming	2nd Frontier	Harrington Federal #1	SWNE Sec 5, T22N, R111W	10,860	11,015
Farson Cut Off (Gravel Area)	Wyoming	Frontier	Farson Cut Off #1	SWNE Sec 18, T23N, R111W	10,360	10,595
Five Mile Gulch Unit	Wyoming	Mesaverde	Five Mile Gulch #3	CSW Sec 35, T21N, R93W	10,408	11,015
CO Fogarty Creek	Wyoming	Bear River 2nd Frontier	Fogarty Creek Fed. #1-32	SWSE Sec 32, T28N, R114W	8,390 7,370	8,500 7,668
Granger	Wyoming	2nd Frontier	Granger #1	CNW Sec 8, T19N, R111W	12,024	12,229
Jackknife Spring Unit	Wyoming	Lower Mesaverde-Blair	Jackknife Spring Unit #2	NENW Sec 2, T16N, R101W	5,300	7,146
Johnson Ridge	Wyoming	Fort Union (Transition Zone)	Johnson Ridge #2	NWSE Sec 17, T30N, R113W	3,450	3,735
Kinney Unit (Pioneer)	Wyoming	Nugget Dakota Frontier Almond Wasatch	Kinney Unit #1	NWNW Sec 18 T13N, R99W	14,670 13,880 13,400 4,810 2,380	14,940 14,082 13,540 4,860 2,780
Leucite Hills Unit	Wyoming	Dakota- Morrison Frontier	Leucite Hills Unit #1	NWSE Sec 29, T22N, R103W	7,010 6,230	7,320 6,350
The Mesa Unit (Pinedale)	Wyoming	Fort Union/ Lance	The Mesa Unit #2	SENE Sec 16, T32N, R101W	9,045	11,688
Middle Baxter Basin	Wyoming	Dakota Frontier	Hezler #2	SESE Sec 6 T18N, R103W	2,483 1,925	2,715 2,213
North Baxter Basin	Wyoming	Morrison Frontier Nugget Dakota	Union Pacific #3	SENE Sec 11, T19N, R104W	3,082 2,354 3,998 2,968	3,587 2,444 4,222 3,082

SCHEDULE 3(a)

Field Name	State	Formation	Marker Well	Marker Well Location	Productive Gas Reservoir	
					Interval Top	Interval Base
Shute Creek Unit	Wyoming	2nd Frontier	Shute Creek Unit #8	NESW Sec 7, T22N, R112W	10,710	10,917
South Baxter Basin Unit	Wyoming	Dakota Frontier	South Baxter Unit #15	SESE Sec 16, T16N, R104W	2,497 2,000	2,756 2,146
Spearhead Ranch (Fox)	Wyoming	Injari Karz 1st Bench- 1st Frontier	Spearhead Ranch #3	SENE Sec 14, T39N, R75W	14,025 12,750	14,120 12,795
Tierney	Wyoming	Allen Ridge (Mesaverde) Almond	Tierney Unit #2	NWNE Sec 15, T19N, R94W	10,980 9,455	11,200 9,990
Trail Unit	Wyoming	Erickson- Trail Zone Erickson- Canyon Creek Zone Almond Almond	Trail Unit #2	NWSW Sec 10, T13N, R100W	6,550 5,600 4,935 5,260	7,125 5,940 4,980 5,300
Wamsutter	Wyoming	Lewis	West Wamsutter #136	NWSE Sec 36, T21N, R96W	8,295	8,334
Whiskey Buttes Unit	Wyoming	2nd Frontier	Whiskey Buttes Unit #1	NWSW Sec 24, T22N, R111W	10,920	11,151
Wild Cow (Deep Creek) (Cherokee Creek)	Wyoming	Deep Creek	Ashland Federal #13-22	SWSW Sec 22, T16N, R91W	2,556	2,775



SCHEDULE 3(b)

Prior Company Wells

SCHEDULE 3(b)
"Wexpro Case" Agreement
PRIOR COMPANY WELLS

FIELD NAME	PRIOR COMPANY WELL	FIELD NAME	PRIOR COMPANY WELL
Ace Unit [Colorado]	Ace Unit #1 Ace Unit #2 Ace Unit #3 Ace Unit #7	Dragon Trail Unit [Colorado]	Dragon Trail #11 Dragon Trail #12 Dragon Trail #13 Dragon Trail #14 Dragon Trail #15 Dragon Trail #16 Dragon Trail #17 Dragon Trail #18 Dragon Trail #19 Dragon Trail #20 Dragon Trail #21 Dragon Trail #22 Dragon Trail #23 Dragon Trail #24 Dragon Trail #25 Dragon Trail #26 Dragon Trail #27 Dragon Trail #28 Dragon Trail #29 Dragon Trail #30 Dragon Trail #31 Dragon Trail #32 Dragon Trail #33
Big Horse Draw (Cathedral-Brushy Point) [Colorado]	Big Horse Draw #1 Big Horse Draw #28-1 Big Horse Draw #35-1 Big Horse Draw #2-1 Big Horse Draw #3-1 Big Horse Draw #5-34 Big Horse Draw #33-2 Big Horse Draw #26-2 Big Horse Draw #23-2 Big Horse Draw Cathedral N362101S Big Horse Draw #28-3 Big Horse Draw #29-1 Big Horse Draw #28-2 Big Horse Draw #26-1 Mikulich-Mtn. Fuel #26-1 Big Horse Draw Cathedral J362101S	East Hiawatha [Colorado & Wyoming]	W. W. Wilson A #1 W. W. Wilson A #2 W. W. Wilson C #3 W. W. Wilson B #4 Hiawatha Unit #3 Hiawatha Unit #4 Hiawatha Unit #5 Hiawatha Unit #6 M. W. Newberger A #1 M. W. Newberger D #2 M. W. Newberger A #3 M. W. Newberger B #4 M. W. Newberger C #5 M. W. Newberger A #6 Amelia Horrocks #2 East Hiawatha Well 1-17 Florence Wilson A #2 Florence Wilson B #3 Florence Wilson B #6 Florence Wilson A #9 Florence Wilson B #10 Florence Wilson B #16 Florence Wilson A #22 Florence Wilson B #23 Florence Wilson B #24 Florence Wilson B #25 Hiawatha Unit #1 Hiawatha Unit #2 State Land Tract 37 #2 State Land Tract 37 #4 State Land Tract 37 #5 K. S. Whitford #1
Bull Basin - Plateau - Highmore [Colorado]	Bull Basin 1-35		
Cross Canyon [Colorado]	Cross Canyon Unit #1		
Dragon Trail Unit [Colorado]	Dragon Trail Unit #47 Dragon Trail Unit #49 Dragon Trail Unit #50 Dragon Trail Unit #51 Dragon Trail Unit #52 Dragon Trail Unit #53 Dragon Trail Unit #54 Dragon Trail Unit #55 Dragon Trail Unit #57 Dragon Trail Unit #35 Dragon Trail Unit #36 Dragon Trail Unit #37 Dragon Trail Unit #38 Dragon Trail Unit #39 Dragon Trail Unit #40 Dragon Trail Unit #41 Dragon Trail Unit #42 Dragon Trail Unit #43 Dragon Trail Unit #44 Dragon Trail Unit #45 Dragon Trail Unit #46 Dragon Trail #1 Dragon Trail #2 Dragon Trail #3 Dragon Trail #4 Dragon Trail #5 Dragon Trail #6 Dragon Trail #7 Dragon Trail #8 Dragon Trail #9 Dragon Trail #10	Egnar Unit [Colorado]	Egnar Unit #1
		Hiawatha Deep Unit [Colorado]	Hiawatha Deep Unit #1

SCHEDULE 3(b)

FIELD NAME	PRIOR COMPANY WELL
Horseshoe Canyon Unit (Colorado)	Horseshoe Canyon Unit #2 Horseshoe Canyon Unit #3 Horseshoe Canyon Unit #1-28 Horseshoe Canyon Unit #1-31
Jacks Draw Unit (Colorado)	Jacks Draw Unit #2 Jacks Draw Unit #3 Jacks Draw Unit #5 Jacks Draw Unit #8 Jacks Draw Unit #9 Jacks Draw Unit #13 Jacks Draw Unit #15
Lower Horse Draw Unit (Lower Horse Draw Area) (Colorado)	Lower Horse Draw Unit #11 Lower Horse Draw Unit #12 Lower Horse Draw Unit #14 Lower Horse Draw Unit #15 Lower Horse Draw Unit #16 Lower Horse Draw Unit #17 Lower Horse Draw Unit #18 Lower Horse Draw Unit #19 Lower Horse Draw Unit #20 Lower Horse Draw Unit #21 Lower Horse Draw Unit #22 Lower Horse Draw Unit #23 Lower Horse Draw Unit #24 Lower Horse Draw Unit #25 Lower Horse Draw Unit #26 Lower Horse Draw #12-1 Lower Horse Draw #11-1 Lower Horse Draw #11-2 Lower Horse Draw #11-3 Lower Horse Draw #10-1 Lower Horse Draw #12-2 Lower Horse Draw #10-2 Lower Horse Draw #11-4 Lower Horse Draw Unit #15-1 Lower Horse Draw Unit #26-2A Lower Horse Draw Unit #14-3 Lower Horse Draw Unit #22-4 Lower Horse Draw Unit #27-8
Powder Wash (Colorado)	Carl Allen B #3 Carl Allen B #6 Carl Allen B #7 Carl Allen A #8

FIELD NAME	PRIOR COMPANY WELL
Powder Wash (Colorado)	Carl Allen B #10 Carl Allen A #11 Carl Allen B #15 Carl Allen B #17 Carl Allen B #18 Carl Allen A #19 Carl Allen A #20 Carl Allen A #14 Carl Allen B #12 Carl Allen B #4 B. W. Musser A #1 B. W. Musser A #2 B. W. Musser A #4 B. W. Musser B #5 B. W. Musser B #6 B. W. Musser B #7 B. W. Musser A #9 B. W. Musser B #10 B. W. Musser B #11 B. W. Musser B #13 B. W. Musser A #14 B. W. Musser B #15 B. W. Musser B #17 B. W. Musser B #18 B. W. Musser B #19 B. W. Musser B #20 B. W. Musser B #21 J. C. Donnell A #1 J. C. Donnell B #3 J. C. Donnell B #9 J. C. Donnell B #10 J. C. Donnell B #5 J. C. Donnell A #11 J. C. Donnell B #12 H. W. Stewart A #1 H. W. Stewart A #2 Government #1 Government #2 MFS #20-1 J. A. Lee Well #1 MPS Federal #8-1
Rabbit Mountain (Colorado)	
Sugar Loaf-Talamantes (Colorado)	Sugar Loaf-Talamantes-Nightingale Gov't #B1 Sugar Loaf-Nightingale Government #1 Sugar Loaf Gov't #1 Sugar Loaf Gov't #2 Sugar Loaf Gov't #3 Sugar Loaf Gov't #4 Sugar Loaf Gov't #6 Sugar Loaf Gov't #8 Sugar Loaf Gov't #9 Sugar Loaf Gov't #10 Sugar Loaf Gov't #12 Sugar Loaf Gov't #14 Sugar Loaf Gov't #15 Sugar Loaf State Land 4-1-101 #1 Sugar Loaf State Land 3-11-101 #2
West Douglas Creek (Colorado)	West Douglas Creek Unit #30-1 West Douglas Creek Unit #17-2 West Douglas Creek Unit #18-3 West Douglas Creek Unit #31-4

SCHEDULE 3(b)

FIELD NAME	PRIOR COMPANY WELL
West Douglas Creek (Colorado)	West Douglas Creek Unit #32-5 West Douglas Creek Unit #18-7 West Douglas Creek Unit #30-6
West Hiawatha (Colorado)	W. B. Lasher A #2 W. B. Lasher A #4 W. B. Lasher A #5 W. M. Wheeler A #2 W. M. Wheeler A #3
Ledger (Whiskey Trail) (Montana)	Nierenberg #26-3 Fee
Milk River (Montana)	Oil Resources #19-4 Xeno-Battle #10-21
Sunburst (Montana)	Klehlbauch #2
Jiggs Unit (Nevada)	Jiggs #10-1
Fruitland (New Mexico)	Fruitland #1 Stevens #1 Greg #1 Mucho Deal #1E
Tracy Dome (Carlsbad) (New Mexico)	State Q Com. #1 North Carlsbad Com. #2 Rifle Federal #2
Clay Basin Unit (Utah)	Clay Basin Unit #1 Clay Basin Unit #7 Clay Basin Unit #8 Clay Basin Unit #9 Clay Basin Unit #12 Clay Basin Unit #13 Clay Basin Unit #14 Clay Basin Unit #15 Clay Basin Unit #16 Clay Basin Unit #17 Clay Basin Unit #18 Clay Basin Unit #19 Clay Basin Unit #20 Clay Basin Unit #22 Clay Basin Unit #23
Island Unit (Utah)	Island Unit #3 Island Unit #9
Piute Knoll (Utah) #1	Carter Leaverton State Piute Knoll #1
Ute Trail Unit (Utah)	Ute Trail Unit Well 1 Ute Trail Unit Well 7 Ute Trail Unit Well 11 Ute Trail Unit Well 13 Ute Trail Unit Well 52 Ute Trail Unit Well 83 Ute Trail Unit Well 88 Ute Trail Unit Well 3 Ute Trail Unit Well 10 Ute Trail Unit Well 12 Ute Trail Unit Well 15
Birch Creek Unit (Wyoming)	Birch Creek Unit #26 Birch Creek Unit #43 Birch Creek Unit #56 Birch Creek Unit #61 Birch Creek Unit #64 Birch Creek Unit #78

FIELD NAME	PRIOR COMPANY WELL
Birch Creek Unit (Wyoming)	Birch Creek Unit #81 Birch Creek Unit #87 Birch Creek Unit #88 Birch Creek Unit #89 Birch Creek Unit #90 Birch Creek Unit #91 Birch Creek Unit #30 Birch Creek Unit #31 Birch Creek Unit #92 Birch Creek Unit #1 Birch Creek Unit #2 Birch Creek Unit #3 Birch Creek Unit #5 Birch Creek Unit #6 Birch Creek Unit #7 Birch Creek Unit #8 Birch Creek Unit #12 Birch Creek Unit #14 Birch Creek Unit #15 Birch Creek Unit #16 Birch Creek Unit #17 Birch Creek Unit #25 Birch Creek Unit #93 Birch Creek Unit #13A Birch Creek Unit #94 Birch Creek Unit #95 Birch Creek Unit #96 Birch Creek Unit #97 Birch Creek Unit #98 Birch Creek Unit #99 Birch Creek Unit #100 Birch Creek Unit #101 Birch Creek Unit #102
Black Butte Creek (Wyoming)	Black Butte Creek Unit #44-25
Brady Unit (South) (Wyoming)	Brady Unit Well #7D Brady Unit Well #6D Brady Unit Well #19 Brady Unit Well #20D Brady Unit Well #29F Brady Unit Well #28D
Bruff Unit-Moxa Arch (Wyoming)	Bruff Phillips 1-A Bruff Unit #2 Bruff Unit #3 Bruff Unit #4 Bruff Unit #5 Bruff Unit #6 Bruff Unit #7 Bruff Unit #8 Bruff Unit #9 Bruff Unit #10 Bruff St. Ld. #36-1 Clifton Fed. #28-1 Bruff Lansdale Fed. #4-1 Bruff Lansdale Fed. #10-1 Bruff MFS Fee #10-1 Bruff Lansdale Fed. #28-1 Bruff Champlin 149 Amoco B Bruff Champlin 149 Amoco C Bruff Champlin 149 Amoco D Bruff URC Lawler Fed. #1-30 Bruff Gov't Donley NCT-1 Well #1 Bruff Pando Fed. #32-1 Bruff Gov't Donley NCT-2 Well #1 Bruff McNamara NCT-1 Well #1

SCHEDULE 3(b)

FIELD NAME	PRIOR COMPANY WELL
Bruff Unit-Moxa Arch (Wyoming)	Clifton Federal #34-1 Hagood Federal Well #12-1 Haley Federal #4-1 Green River Fee #1 Texaco #1 State NCT-1 Texaco #1 State NCT-2 Berkley Federal #1
Butcher Knife Spring Unit (Wyoming)	Butcher Knife Spring Unit #1 Butcher Knife Spring Unit #2 Butcher Knife Spring Unit #4 Butcher Knife Spring Unit #5 Butcher Knife Spring Unit #6
Canyon Creek Area (Wyoming)	Canyon Creek Federal #2-19
Canyon Creek Dome Unit (Wyoming)	Canyon Creek Dome Unit #3 Canyon Creek Dome Unit #4 Canyon Creek Dome Unit #5 Canyon Creek Dome Unit #6 Canyon Creek Dome Unit #7 Canyon Creek Dome Unit #8 Canyon Creek Dome Unit #9 Canyon Creek Dome Unit #10 Canyon Creek Dome Unit #11 Canyon Creek Dome Unit #12 Canyon Creek Dome Unit #13 Canyon Creek Dome Unit #14 Canyon Creek Dome Unit #15 Canyon Creek Dome Unit #16 Canyon Creek Dome Unit #17 Canyon Creek Dome Unit #18 Canyon Creek Dome Unit #19 Canyon Creek Dome Unit #22 Canyon Creek Dome Unit #23 Canyon Creek Dome Unit #24 Canyon Creek Dome Unit #25 Canyon Creek Dome Unit #26 Canyon Creek Dome Unit #27 Canyon Creek Dome Unit #28 Canyon Creek Dome Unit #29 Canyon Creek Dome Unit #30
	Creston Area (Standard Draw) (Wyoming)
	Dry Piney Unit (Wyoming)
	Emigrant Springs (Wyoming)
	Farson Cut Off (Gravel Area) (Wyoming)
	Five Mile Gulch Unit (Wyoming)
	Fogarty Creek (Wyoming)
	Granger (Wyoming)
	Jackknife Spring Unit (Wyoming)
	Johnson Ridge (Wyoming)

FIELD NAME	PRIOR COMPANY WELL
Canyon Creek Dome Unit (Wyoming)	Canyon Creek Dome Unit #31
Church Buttes Unit (Wyoming)	Church Buttes Unit #1 Church Buttes Unit #2 Church Buttes Unit #3 Church Buttes Unit #4 Church Buttes Unit #7 Church Buttes Unit #8 Church Buttes Unit #9 Church Buttes Unit #10 Church Buttes Unit #11 Church Buttes Unit #13 Church Buttes Unit #16 Church Buttes Unit #19 Church Buttes Unit #20 Church Buttes Unit #21 Church Buttes Unit #22 Church Buttes Unit #25 Church Buttes Unit #26 Church Buttes Unit #28 Church Buttes Unit #29 Church Buttes Unit #30
	MFS Federal #22-1
	Dry Piney Unit #1 Dry Piney Unit #3 Dry Piney Unit #4 Dry Piney Unit #6 Dry Piney Unit #8 Dry Piney Unit #9 Dry Piney Unit #10 Dry Piney Unit #11 Dry Piney Unit #13 Dry Piney Unit #14 Dry Piney Unit #22 Dry Piney Unit #27 Dry Piney Unit #26
	Harrington Federal #1
	Farson Cut Off #1
	Five Mile Gulch Unit #3
	Fogarty Creek Federal #1-32
	Granger #1 Granger #2
	Jackknife Spring Unit #1 Jackknife Spring Unit #2
	Johnson Ridge #1 Johnson Ridge #2 Johnson Ridge #4

SCHEDULE 3(b)

FIELD NAME	PRIOR COMPANY WELL
Kinney Unit (Pioneer) (Wyoming)	Kinney Unit #1 Pioneer Unit #3 Pioneer Unit #4 Pioneer Unit #7 Kinney Unit #2 Kinney Unit #4 Kinney Unit #5 Pioneer Unit #8
Leucite Hills Unit (Wyoming)	Leucite Hills Unit #1 Leucite Hills Unit #2
The Mesa Unit (Pinedale) (Wyoming)	The Mesa Unit #1 The Mesa Unit #2 Pinedale Unit #8
Middle Baxter Basin (Wyoming)	E. S. Lauzer A #1 E. S. Lauzer B #2 C. R. Heltzer #2
North Baxter (Wyoming)	Cameron U. P. 11-19-104 #1 Cameron U.P. 11-19-104-#3 G. W. Cappers A #2 G. W. Cappers B #3 U. Pac. 11-19-104 #1 U. Pac. 11-19-104 #2 U. Pac. 11-19-104 #3 U. Pac. 11-20-104 #2 U. Pac. 13-20-104 #1 U. Pac. 23-20-104 #1 U. Pac. 35-20-104 #1 O. F. Featherstone #1 O. F. Featherstone #2 Lemann Govt. #2 Teresa Laurunen #1 Federal #14-1 MFS Champlin #11-8 MFS Federal #14-2
Shute Creek Unit (Wyoming)	Shute Creek Unit #1 Shute Creek Unit #2 Shute Creek Unit #3 Shute Creek Unit #4 Shute Creek Unit #5 Shute Creek Unit #6
South Baxter Basin Unit (Wyoming)	South Baxter Unit #1 South Baxter Unit #5 South Baxter Unit #6 South Baxter Unit #8 South Baxter Unit #9 South Baxter Unit #11 South Baxter Unit #12 South Baxter Unit #15 Union Pacific 11-16-104 #1 Union Pacific 15-16-104 #2 Union Pacific 21-16-104 #2 Union Pacific 11-17-104 #1 Union Pacific 23-17-104 #1 State Land 16-16-104 #1 State Land 10-17-104 #1 State Land 36-18-104 #2 A. Cooper Well #1 Joseph H. Brooks #1 W. E. Mullen A #2 W. T. Nightingale A #1

FIELD NAME	PRIOR COMPANY WELL
South Baxter Basin Unit (Wyoming)	A. J. Poston A #2 A. J. Poston A #3 P. Sullivan A #1
Spearhead Ranch (Fox) (Wyoming)	Spearhead Ranch #3 Fox Federal #1-5 Fox Federal #1-8 Southland Royalty #1-31
Tierney Unit (Wyoming)	Tierney Unit #1 Tierney Unit #2
Trail Unit (Wyoming)	Trail Unit #2 Trail Unit #3 Trail Unit #4 Trail Unit #6 Trail Unit #8
Wamsutter (Wyoming)	West Wamsutter #1-36
Whiskey Buttes Unit (Wyoming)	Whiskey Buttes Unit #1 Whiskey Buttes Unit #3
Wild Cow (Deep Creek) (Cherokee Creek) (Wyoming)	Ashland Federal #13-22

Account 101 Leaseholds

SCHEDULE 4(a)

SCHEDULE 4(a)
"Wexpro Case" Agreement
ACCOUNT 101 LEASEHOLDS

STATE	AREA	MFCO COMPANY LEASE NO.	STATE	AREA	MFCO COMPANY LEASE NO.
COLORADO	ACE	89 26C1 89 I 118 144A 144A1 148A 148A1	COLORADO	JACKS DRAW	89A1 123A1 144 148 I 306 313 313A 313B 313C 313D 313E 313F 313G 557
	BIG HORSE DRAW	518A 519 519 X 1969 518 1317 1318 1805 1982		LOWER HORSE DRAW	118 348 899 1315 116 I 347 348 I 750 1316
	BLUE GRAVEL	66 M		MISSOURI CREEK	424
	BRUSHY POINT	689		POWDER WASH	987 26A 26C 29 30A 31A 31B 33A 33B 33B1 66 66 I 67 67 I 996
	BULL BASIN	1069 1137 1333 88 M 1072		RABBIT MOUNTAIN	898
	DILL GULCH	738		ROSS RIDGE	1058A I
	DRAGON TRAIL	112		SUGAR LOAF	59 65 68A 73A 88
	EAST HIAWATHA	481X 2 M 13 M 14 M 15 M 16 DM 1A 1F 11 25 I		TALAMANTES CREEK	68 68B
	EAST HIAWATHA	25 2 48		WEST DOUGLAS CREEK	112A 112B 114 114 X 11A 116B 116C 28 M
	EGNAR	276		WEST HIAWATHA	4A 4AX
	HIAWATHA DEEP	21M 131M 141M 151M 164M 1AX 1FX 11 X 25X1 25X2 48 X			
	HIGHMORE	1068			
	JACKS DRAW	72 89A 123A 148 26B 30B 72 I 72C			

SCHEDULE 4(a)

STATE	AREA	MFSCO COMPANY LEASE NO.	STATE	AREA	MFSCO COMPANY LEASE NO.
COLORADO	WEST HIAWATHA	5A 5AX 517 517 X 3AM 6AM 8BM 6CM 7 M 17 M	UTAH	BRADY	2932 I 3085 3095 X 3095 I 4450 I 4450 X
	WHITE RIVER	79 M 554 I		BUTCHER KNIFE SPRING	2849 I 2867 I 2869 I 2870 I 2874B1 2876 I 2878 I 2880A1
UTAH	BUG	10978 11147 11286A 11368		BUTCHER KNIFE	2882A1 2970 I 3210 3211 I 3216 I 6
	CANYON POINT	11201A		BRUFF (Lincoln)	3028 3107 3107A 3107B 3107C 3107D 3107E 3107F 3107G 3748 I 3748X1 3749 3749 I 3042 3061 X 3187 X 4503 X 3748XX
	CEDAR RIM	108 M		BRUFF (Sweetwater)	3047 3736 3748 3749 3040 3109 3187 3736A 3737 3681
	CLAY BASIN	1088 1M 2 M 1A 1B 3A 3B 1088 X 1145 I 1145 2 1151 1176A 1176B 1179		BRUFF (Uinta)	3035 3038 3041 3047 X 3080 3081
	ISLAND	27AM 28AM 30M 31AM 36AM 3453 3586A 3588A 3589 3590C 3601A 3603C 3604A 5069A 6947 6950 6951		CANYON CREEK	2930
	PIUTE KNOLL	9882		CANYON CREEK DOME	774 774 I 775 775 I 776 777 778 778 I 779 779 I 780 780 I 781 781 I 782
	RIVER BEND	103 M 104M 27.1M 28M 75AM 97.1M 98 M 36 1M 31.1M 34 1M			
WYOMING	BIRCH CREEK	434 434A 447 453 465 1091			
	BRADY	683 683A 704 I			

SCHEDULE 4(a)

STATE	AREA	MFSCO COMPANY LEASE NO.	STATE	AREA	MFSCO COMPANY LEASE NO.
WYOMING	CANYON CREEK DOME	782 I 783 783 I 784 966 966 I 999 999A 1003 1003 X	WYOMING	FIVE MILE GULCH	2623 I
	CHIMNEY BUTTE DEEP	50 M 409		FOGARTY CREEK	850 850 I 851 2376 2376 I
	CHURCH BUTTES	308 309 311 315 316		FOX	2675A 3087A 3168 3081
	CHURCH BUTTES (Sweetwater)	317 319 320 322 325 326 338		GALE	3599 I
	CHURCH BUTTES (Uinta)	309 X 311 X 312 313 314 316 X 317 X 318 319 X 320 X 321 322 X 323 324 326 X 329		GRANGER	3033 3034
	CRESTON	3339		GREEN RIVER BEND	49 M 1091 A
	DRY PINEY	850A 887 X 850A1 851A 851A1 887 I		HENRY	3208
	EAST HIAWATHA	1AM 12M 12M 12XM 64 M 12A 12B 12C 12D 25A 25B 25C 482A		HIAWATHA DEEP	11M 13M 121M 122M 12AX 12BX 12CX 12DX 25AX 25BX 25CX 482AX
	EMIGRANT SPRINGS	3913A		HIGHLAND	3400
	FARSON CUTOFF (Lincoln)	3373 X		KINNEY	294C1 294D 297B1 297D 297E1 297E 297E1 945 I 945A1 945B1 945B2 946 946B 946B1 946B2 946B3 946C1 947A1 947A3 947B 947D 947D1 947E1 947E2 947E3 947F1 947F2 2931 3156 3156 I 3202
	FARSON CUTOFF (Sweetwater)	3373		JOHNSON RIDGE	2741 2978 3252 3252 X
				JACKKNIFE SPRING	683 I 683A1 704

SCHEDULE 4(a)

STATE	AREA	MFSCO COMPANY LEASE NO.	STATE	AREA	MFSCO COMPANY LEASE NO.
WYOMING	LEUCITE HILLS	2304 2304A 2330 2330A 2621	WYOMING	SOUTH BAXTER	17 M 20 M 21 M 22 M 27 M 27XM
	MADDEN	65 M			16A 17A 17B 18A 18B
	MESA, THE (Pinedale)	1887 I 1888 I 1889 I 1891 I 1894 I			24 38A 39A 67A 67B 68A 68B
	MIDDLE BAXTER	232A 233A 238B 282 797A 18 M 66 M 80 M		SOUTH BAXTER	71 72 92A 92BX 92DX 100A 100C 213 238BX 334 336A 336B 336D 1465
	MOXA ARCH (Lincoln)	3053 4461 4461A 4461B 4461C 4461D 4461E 4461F 4461G 4461H 4461I 4503		SAND BUTTE	1266
	MOXA ARCH (Sweetwater)	3060 3768 4497-X		SPEARHEAD RANCH	3140
	MOXA ARCH (Uinta)	4460 4480 4497		WYOMING SOUTHEAST	4038
	NORTH BAXTER	48A 49A 49B 1062 1062 X 1116 2663 2766 2757 14-M 15 M 15XM 77 M		TABLE ROCK	29 M 28AM 30 M 30AM
	NORTH LABARGE	26 M 447A		TIERNEY	119 M 123 M
	PIONEER	945C		TRAIL	469A 489 57 M 418 459 469A1 469B 489 I 489 A 1369 1404
	SADDLE RIDGE	26XM 447AX		WILD COW	3637
	SCHEGGS DRAW	3186		WHISKEY BUTTES	3904 3904 X
	SHUTE CREEK	3369 I		WAMSUTTER	2569
	SIBERIA RIDGE	3600	MONTANA	CURTWRIGHT COULEE	475
	SIXMILE SPRING	3844		DUNKIRK NORTH	4 M 4AM 5 M 5AM 6M 10 M 12 M 13 M 13AM
	SOUTH BAXTER	82B 82D 16 M			

SCHEDULE 4(a)

STATE	AREA	MFSCO COMPANY LEASE NO.
MONTANA	DUNKIRK NORTH	13BM 14 M 15 M 15AM 16 M 16AM 16BM 16CM 16DM 16EM 17 M
	HEALEY COULEE	394
	KEVIN-SUNBURST NW	349
	LEDGER	78
	MILK RIVER (Blaine)	129 128 193
	MILK RIVER (HHH)	275 245 505 174 2 M
NEW MEXICO	BARKER CREEK SW	310
	BISTI	68 70
	ESCRITO	69
	FRUITLAND	155 469 514 519 511 512 513 515 518
	LINDRITH	223
	OJO	261
	SNAKE EYES	340
	SQUYRES	149
	UTE DOME	265

Account 105 Leaseholds

SCHEDULE 400

SCHEDULE 4 (b)
"WEXPRO CASE" AGREEMENT
ACCOUNT 105 LEASEHOLDS

STATE	AREA	MFSCO COMPANY LEASE NO.	STATE	AREA	MFSCO COMPANY LEASE NO.
COLORADO	BARREL SPRINGS	1782		BULL BASIN	1166HX
	BEAR SPRING	1700			1166IX
	BELL ROCK	999			1166JX
		1005			1166KX
		1006			1166LX
		1007	COLORADO	BULL BASIN	1333A
		1508			1490X
		1508A			1490AX
		1508B			1490BX
		1508C			1490CX
	BIG HORSE DRAW	1804			1490DX
	BIG SANDY CREEK	1858			1490EX
		1859			1490FX
		1860			1490GX
		1861			1490HX
		1862			1490IX
		1863			1490JX
		1864			1890
		1886			1909
	BOYERO	1759			1031
		1760			1045
		1761			1045A
		1762	COLORADO	BULL CANYON	88M
		1763			922A
		1764			916A
		1765			979C
		1766			910B
		1767		CAMPO	1592
		1768			1592A
		1769			1592B
		1770			1592C
		1771			1592D
		1772			1592E
		1773			1615
		1774			1825
		1775			1826
		1776			1826A
		1777			1827
		1778			1827A
		1779			1827B
	BRIDGE	1696			1828
	BUG	1341			1829
		1816			1914
		1339			1915
	BULL BASIN	1045B			1916
		1047			1917
		1048			1918
		1166 X			1919
		1166AX			1920
		1166BX			1921
		1166CX			1925
		1166DX			1929
		1166EX			1929A
		1166FX			1929B
		1166GX			1929C
					1929D
					1929E

SCHEDULE 4(b)

STATE	AREA	MFSCO COMPANY LEASE NO.	STATE	AREA	MFSCO COMPANY LEASE NO.
COLORADO	CAMPO	1929F	COLORADO	DOE CANYON	1741A
		1930			1741B
		1933			1742 X
		1934			1742AX
		1938			1742B
		1939			1742C
		1946			1742D
		1947			1742E
		1951			1742F
	CHEROKEE TRAIL	1187			1742G
		1314			1743 X
		1519			1743B
	CIMMARON RIVER	1698			1743C
	COLLON	1324			1743DX
		1325			1744
		1335			1745
		1343			1745A
	COW CANYON	979			1747
		1819 X			1747A
		844M			1747B
		843A			1750 X
		979B			1754 X
		1198			1755
		1188A			1755A
		1230A			1755B
		1231A			1752
		1231AX			1732A
		1232A			1732B
		1243			1732C
		1246A			1733
		1246AX			1733A
		1247A			1734
		1256			1734A
		1259			1734B
		1295			1735
		1296			1735A
		1304A			1736
		1331			1738
		1331C			1740
		1397			1742
		1398A			1742A
		1398B			1743
		1398C			1743A
		1398D			1743B
		1398E			1743D
		1398F			1743E
		1398G			1746
		1399			1746A
		1404			1746B
		1484			1749
		1509			1749
		1521 X			1750
		1704			1751
		1819			1754
	DEBEQUE	956			1754A
		1026A			1754B
	DECEPTION CREEK	993			1754C
		1002			1754D
	DILL GULCH	995			1756
	DOE CANYON	1731			1756A
		1731A			1885
		1737			1201
		1737A			1214
		1739			1215
		1739A			1216A
		1739B			34 M
		1739C			35 M
		1740 X			955
		1741			1116 X
					1052A
					1108
					1108
					1218

SCHEDULE 4(b)

STATE	AREA	MFSCO COMPANY LEASE NO.	STATE	AREA	MFSCO COMPANY LEASE NO.
COLORADO	EAGLE BASIN	1219	COLORADO	HANCOCK GULCH	1008
		1220			1008A
		1501			1027
		1502			1037 X
	EAST HIAWATHA	24D			1038 X
		1699A			1039 X
		88M			1043 X
		16 M			1043 I
		16AM			1046
		16BM			1052
		16CM			1061
		1B			1076X
		1C			1114
		1D			1114A
		1E			1114B
		24B			1114C
		1016			1115
		1159			1115A
		1699			1116
		1721			1008AX
	EGNAR	290			1008A1
					1018
	FLUME GULCH	790D			1029
		790F			1037
		790G			1038
		790H			1039
		790I			1043
		790K			1043X1
		790L			1070
		1121			1076
		1126			1076 I
		1127			1112
		1127A			1112A
		1128			1113
		1131			1113A
		1131A			82M
		1131B			16XM
		1133			161M
		1134			162M
		1141			163M
		1141B			16X
		1142			1CX
		1142B			1DX
		1142C			1EX
		1142D			24BX
		1142E			1016 X
		1142F			1159 X
		1142G			1699 X
		1142H			1721 X
		1142I			
		1161			HIGHMORE
		1161A			955A
		1161B			970
		1161C			971
		1892			977
		1893			1491
		1894			1514
		1913			1656
		1940			87 M
	GARFIELD	1083			HORSEHEAD CANYON
		941F			1189
		941H			1196B
		941I			1196C
		1015A			1196F
		1015B			1200
		1032			1202
		1055			1202A
		1078			1212
		1083A			1212A
		1101			1212B
	HAMILTON	1079			1212C
	HAMILTON CREEK	1079A			1212D
		1222			1213
					1215A
					1217A
					1217B

SCHEDULE 4(b)

STATE	AREA	MFSCO COMPANY LEASE NO.	STATE	AREA	MFSCO COMPANY LEASE NO.
COLORADO	OLD MAN MOUNTAIN	1490C	COLORADO	RISLEY CANYON	1263
		1490D			1264
		1490E			1265
		1490F			1266
		1490G			1267
		1490H			1268
		1490I			1269
		1490J			1270
		1490K			1270A
		1490L			1271
PARADOX BASIN		1388X		ROAN CREEK	1018A
		1412BX			1040
		1413			1042A
		1429CX			1050A
		1435			1070A
		1458			
		1834 X			
		1292A			
PICKETWIRE VALLEY		1492		ROSS RIDGE	1057A
		1493			1060A
		1494			2006
		1495			2008
		1496			2010
		1497			
		1498			
PIUTE KNOLL		1171		RUIN CANYON	1331B
		1172			
		1174			
		1178			
		1178A			
		1185			
		1189			
		1190			
		1191			
		1191A			
POWDER WASH		1192B		SAND CANYON DEEP	1433
		1192C			1442
		1193			1465
		1194A			1465B
		1197			1474
		1197A			1474B
		1197B			1474C
		1197C			1476A
		1197D			
		1204E			
RABBIT MOUNTAIN		1204F		SAND GULCH	1122
		1485			1123
		1516			
		1173			
		1175			
		1177			
		1177A			
		1177B			
		1177C			
		1186			
RANGELY RISLEY CANYON		1188		SANDSTONE	1400B1
		30C			1400C1
		994			14001X
		30D			1402C
		681			1252B
RISLEY CANYON		1803		SEWEMUP	1943
		1952			
		1520			
		1228			
		1250			
		1260			
		1260A			
		1261			
		1261A			
		1262			
1262A					
SUGAR LOAF		1786		SHELL CREEK	1327
		1787			1098
		1788			1149
		1824			1156
		1831			
		1832			
SUGAR LOAF		1160		SMOKEY CREEK	1840
		1168			
		1694			
		1701			
		1814			
		1821			
		1937			
		1956			
		1958A			
		1958B			

SCHEDULE 4(b)

STATE	AREA	MFSCO COMPANY LEASE NO.	STATE	AREA	MFSCO COMPANY LEASE NO.
COLORADO	SUGAR LOAF	1958C	COLORADO	WOODS	1254B
		1958D			1283
		1958E			1284
		1958F			1285
		1958G			1285A
					1287
					1287A
					1380
					1384
					1386
TEPEE THOMPSON ARROYO		1682			1388
					1328
					1329
					1337 X
					1337AX
					1499
					1500
					1336
					1337
					1337A
WAGON TRACK		1503			1412
		1662			1412B
					1414
					1418
					1425
					1426
					1427
					1428
					1429
					1429B
WALSH		1807			1429C
		1807A			1439
		1807B			1440
		1809			1440B
					1454
					1456
					1459
					1460
					1474A
					1479
WEDDING BELL		1179			1810
		1106			1813
		1107			1836
		1723			1836A
					1836B
WHITE RIVER		554		YAMPA	1839
		12 M			1853
					1853A
					1854
					1856
					1857
					1857A
					1857B
					1857C
					1857D
WILLOW		1176			1857E
		1193A			1857F
					1868
WINTER FLATS		1028		YELLOW JACKET	1367B
		1030			1400
		1044			1400B
		1049			1400C
		1053			83 M
		1053A			84M
		1054			85AM
		1054 I			1232
		1054A			1233
		1054A1			1233 X
1055	1235				
1055A	1235A				
1056	1236A				
1056 I	1249				
1056A	1252				
1057	1253A				
1059	1253B				
1059	1253C				
1059 X	1253E				
1059 I	1254				
1059A	1254A				
1059A1	1257				
1060	1258				
1063					
1071					
1075					
WOODS		1377			
		1811			
		1242			
		1244			
		1244A			
		1245			
		1248A			
		1252A			
		1254A			
		1254A			

SCHEDULE 4(b)

STATE	AREA	MFSCO COMPANY LEASE NO.	STATE	AREA	MFSCO COMPANY LEASE NO.
UTAH	FARNHAM DOME	18 M 18AM	UTAH	KEEL RANCH	11294 11294A 1298
	GOLD BAR	11589 11609 13214 13216 13217 13219		KLONDIKE	11503 11814 11827 12652
	GREAT SALT LAKE	10599 10601 10638 10666 10667 10668		LAKE CREEK	12348 12349 12443 12547 12550 12551 12562 12583 12563A 12999 13048
	GREMO HILL	10414		LEFT FORK	12744 12798 12861 12863 12865 12868 12992 13001 13002 13003 13139 13140 13141 13144 12798 X
	GRAY WOLF MOUNTAIN	9503 9504 9505 9507 9825 9826		LOCKERBY	10976 10997 11011 11011A 11011B 11011C 11011D 11406B1 11486 11486A 11486B 11486C 11488
	GUNNISON	14016 14017 13594 13597 13598 13599 13601 14022		LONG CANYON	13218
	HAYSTACK MOUNTAIN	11742 12649		MOAB	11537 11591 11592 11595 11596 11610 11634 11822 11537 X 11597 11598 11822 X
	HORN	12623 12906		MONTY	11264 11993
	HORSEHEAD CANYON	11016A 11041 11130 11131 11132 11146 11282 11285 11304D 11752 11791 11802 12292 12708 12709 12710 12711 12712 12713 12716 12717 12717A 12718 12718A 12718B 12718C 12718D 12719 12719A 12719B		MONUMENT CANYON	11010 2 11406B3
	HUNTINGTON ISLAND	1727 3655 3655 1		OLD SQUAWS CROSSING	71 M
				PANGUITCH LAKE	10618 X
				PARADOX BASIN	11228B 11387 11432

SCHEDULE 4(b)

STATE	AREA	MFSCO COMPANY LEASE NO.	STATE	AREA	MFSCO COMPANY LEASE NO.
UTAH	PARADOX BASIN	11464	UTAH	RACETRACK CREEK	12993 12994 12995 13259 13260 13261 13262 13263
	PIUTE KNOLL	9121H 9127C 9127D 9127E 9127F 9127G 9127H 9973 10704 10734 10949 10955 10999 11000 11002 11003 11004 11005 11006 11010 3 11010 A 11010 B 11010 C 11010 D 11012 11012 A 11012 B 11012 C 11012 D 11015 11013A 11013B 11013C 11013D 11013E 11013F 11013G 11013H 11040 11068 11068A 11068B 11068C 11095 11122 11406B 11408 11408A 11483 11487 11856		RAT HOLE	10420 11162 11162A 11162B 11273 11273A 11338 11347 11004 11539 11733 12067
				RIVER BEND	27 M 29AM 31 M 32 M 32AM 34 M 35AM 52 M 53 M 56 M 58 M 59 M 66 M 75 M 76 M 96 M 97 M 100 M 101 M 3588 3590 3601 3604 5069 3586 35861 3602 A 3602 A1 3603 3603 1 7696 3601 1
				ROOSEVELT SALINA	332 M 321XM 322M 327XM 328XM 329XM 330 M
	PICKETT CORRAL CANYON	11211 11218 11220 11220A 11263 11268 11269 11984 12023 12023A 12023AX 12755		SAWMILL CREEK	12350 12354 12356 12359 12362 12364 12442 12444 12650 12653 12632 12793 12794 12796 12796
	POCKET	9936			
	PORCUPINE RIDGE	10919 10736 10927			
	PATTERSON	11195			
	RACETRACK CREEK	12525 12539			

SCHEDULE 4(b)

STATE	AREA	MFS CO COMPANY LEASE NO.	STATE	AREA	MFS CO COMPANY LEASE NO.
UTAH	SAWMILL CREEK	12797 12836 12837 12852 12916 12996 12997 12998 13045 13052 12357 12298 12425 12427 12428 12429 12430 12431 12852 X 12998 X 13045 X 12293 12354 X 12355 12837 X 13303	UTAH	VEGA	11964 11964A 11964B 11965 11994 11896 11997 11998 12057 12214 12567 12568 12826 13042 13043 10405
			WYOMING	AFTON	4177 4180 4182 4183 4185 4186 4188 4189 4199 4199A 4199B 4199C 4202 4204 4206 4208 4210 4211 4215 4367 4368 4377
	SIGURD	326 M 327 M 328 M 329 M		WESTWATER	10405
	SHURTZ CREEK	11929 11931A		ALKAJI FLAT	3123 3664
	SIXTH WATER CREEK	12697 12698		BEAR GULCH	4514
	SQUAW	11227A 11254B 11259A 12068		BONNIDEE	3390 3392 3493A 3493B
	TEPEE	11042		BONDURANT (Sublette)	3305 3404 3679
	TRAPP SPRINGS	11795		BONDURANT (Teton)	3306 3493C 4557 4579
	UTAH VALLEY	12592 12593 12595 12596		BRADY	683 704 2983 4450
	VEGA	11821 11933 11934 11951 11952 11953 11953A 11953B 11954 11955 11956 11956A 11956B 11956C 11956D 11956E 11957 11958 11958A 11959 11960 11960A 11960B 11961 11962 11963 11963A		BROOKS RANCH	4157 4353 4403 4420
				BUTCHER KNIFE SPRING (Sweetwater)	2876 X
				BUTCHER KNIFE SPRING (Uinta)	2014 2782 2833

SCHEDULE 4(b)

STATE	AREA	MFS CO COMPANY LEASE NO.	STATE	AREA	MFS CO COMPANY LEASE NO.
WYOMING	BUTCHER KNIFE SPRING (Uinta)	2849 2851 2897 2868 2869 2870 2873A 2874B 2876 2877A 2878 2879 2880A 2881 2882A 2884 2912 2948 2949 2964 2970 3211 3212 3216 3217 3221A 4407 4658A	WYOMING	DEVILS HOLE	3921 3922 3922 X 3923 3923 X 3924 3925 3925 X 3926 3926 X 3927 3928 3928 3929 3930 3930 X 3931
	BUCK SPRINGS	3314		DOTY MOUNTAIN	3720
	BUCKHORN	3582		DRY CREEK	3114
	BRUFF (Sweetwater)	3692 3692A 3692B 3692C 3692D 3692E 3692F 3692G 3692H 3692I		DRY PINEY	3282 3686A
	CANYON CREEK	3817		EAST DESERT SPRINGS	3794
	CANYON CREEK DOME	967		EAST HIAWATHA	1BM 482 3131 4481
	CEDAR RIDGE	3123A 3183 3664A 3864		FALL CREEK	4476
	CHEROKEE TRAIL	3011 3316 3769 3839 4175 227		FEATHER	3062 3096 3258 3580 4197 4371
	CLAY BASIN	423		FISH CREEK	4405
	CODY	3721		FIVE MILE GULCH	2338 2623 2624 2719 2720
	COMO LAKE	3289		FOGARTY CREEK	3048 3265 3696
	CORRAL CREEK	3710 4158 4165		GALE	3592 3599
	CYCLONE RIM	106XM 108XM		GRAHAM	3781 3538 3932
	DEAD HORSE	3039		GRAPHITE	851AX 851B 867
	DESERT SPRINGS	3816		GRAVEL	3350 3361A 3566
	DEVILS HOLE	3870 3871 3920		HADSALL SPRINGS	3362 3362A
				HANK HOLLOW	4372
				HENRY	2869A 2873 2874 2874A 2877 2880 2882 3213

SCHEDULE 4(b)

STATE	AREA	MFS CO COMPANY LEASE NO.	STATE	AREA	MFS CO COMPANY LEASE NO.
WYOMING	HENRY	3218 3219 3221 3223 3231 4633 4645 4858	WYOMING	LITTLE SHOE CREEK	3301
				LITTLE WORM CREEK	100B 100B1
	HIAWATHA DEEP	12M 482 X 3131 X 4481 X		LONG HOLLOW	4494
				LOST CREEK	99 M
	HICKEY MOUNTAIN	4633A		MESA, THE (Pinedale)	1884 1885 1887 1888 1889 1891 1892 1893 1894 1895 1896 1897
	KINNEY	3113A 3201A 3278 294C 297A 297B 945 945A 945B 945C1 946C 947A 947E 947F 3113 3139 3149 3150 3154 3155 3157 3167 3177 3185 3201 3203 3239 3249 3258 3282 3309 3336 4563		MICKELSON	3079
				MIDDLE BAXTER	232B 249 797B 19 M 80AM
				MOSLANDER RESERVOIR	3236 3271 3279
				MOXA ARCH (Sweetwater)	4442
				MOXA ARCH (Uinta)	4474 4475 4482 4622 4721
				NEEDLE	3317
				NORTH BAGGS	3554 3585 3704 3798 4427
	JOHNSON RIDGE	3091 3148 3159 3251 3254 3389		NORTH BAXTER	1AX 1BX 252A 4554A 4554B 4554C
	KENT RANCH	3919		PEARL	3130
	LAKE BARSTOW	4373 4374		PICKET LAKE	112 M
	LEROY	2865 2887 2890 2947 2958 2962 2973 3007 4426 87 M		OVERLAND	3318 3705
				PINE CREEK	3795
	LEROY DEEP	3012 3259 3419		PINEDALE	1885 1886A 1890 1897A 3291
	LITTLE SHOE CREEK	3021 3261			

SCHEDULE 4(b)

STATE	AREA	MFS CO COMPANY LEASE NO.	STATE	AREA	MFS CO COMPANY LEASE NO.
WYOMING	PINE TREE	3089	WYOMING	SPEARHEAD RANCH	3094A 3122 3132 3206 3234 3234 1 3234 2 3242 X 3302 3334 3335 3715 3827 3828 2675 1 3085B1 3087 3088 1 3093 1 3093B1 31221 3132 1 3132 1 3132 2 3137 3206 1 3234 X 3242 3243 3302 X 3715 1 3716 3827 X 3827 1 3828 1 3828X1 3861
	PONY CREEK	3918 4473 4548			3130 X 4406
				SUN (Fremont)	104AM 105 M 105AM 105XM 106 M 108 M
	RADERVILLE SOUTH	4472 4490		SUN (Sweetwater)	103 M
	RATTLESNAKE HILLS	3052 3237 3840		WYOMING SOUTHEAST	4140 4143 4223 4226 4241 4244 4252 4252A 4252B 4253 4261 4267 4270 X 4270AX 4270B 4276A 4276B 4276C 4276D 4276F 4279 4301 4303 4310A 4310B
	RED DESERT	3595 3598			
	RED HILLS	4388 4404 4419 4425			
	RIFES RIM	3029A 3307			
	ROBIN	3341			
	SALT WELLS WEST	3191			
	SANDSTONE RIDGE	3184			
	SCHEGGS DRAW	3013 3029 3194 3194A 3196			
	SCOTTY LAKE	104 M			
	SEVEN MILE GULCH	4173			
	SHEEP CREEK	3707 3708 3709 3711			
	SHUTE CREEK	3369 3792			
	SIERRA MADRE	3054			
	SIXMILE SPRING	3304			
	SLATE CREEK	3361			
	SNAG CREEK	3678 3680			
	SOUTH BAXTER	16B 38B 39B 92C 292 336C 579 2101 5235			
	SPEARHEAD RANCH	2675 3082 3083 3084 3084A 3085 3085A 3085B 3088 3093 3093A 3093B 3094			

SCHEDULE 4(b)

STATE	AREA	MFCO COMPANY LEASE NO.	STATE	AREA	MFCO COMPANY LEASE NO.
WYOMING	WYOMING SOUTHEAST	4310C 4323 X 4323AX	WYOMING	WYOMING SOUTHEAST (Laramie)	4280A 4281 4283 4284 4289 4290 4290A 4292 4293 4293A 4296 4297 4299 4299A 4300 4301 4302 4302A 4304 4307 4309 4312 4313 4314 4315 4315A 4317 4318 4322 4323 4323A 4324 4325 4326 4327 4328 4330 4331 4332 4333 4334 4335 4338 4338A 4339A 4341 4341A 4685 4687 4688 4689 4699 4700 4700A 4701 4701A 4702 4730 4731 4732 4733 4733A
	WYOMING SOUTHEAST (Goshen)	4329 4336 4479 4630 4661			
	WYOMING SOUTHEAST (Laramie)	3992 3993 3994 4136 4141 4142 4144 4317 4218 4218A 4218B 4220 4221 4221A 4221B 4221C 4221D 4221E 4221F 4221G 4222 4222A 4226X 4227 4227A 4227B 4232 4234 4235 4236 4239 4239A 4239B 4239C 4239E 4240 4245 4246 4246A 4251 4251A 4255 4258 4258A 4260 4270 4270A 4270C 4271 4271A 4281B 4271C 4271D 4272 4272A 4272B 4272C 4273 4273A 4278		WYOMING SOUTHEAST (Platte)	4139
				TARTER'S ISLAND	1241 1241A
				THOMAS CANYON	3315
				TIERNEY	118 M 120 M 121 M 122 M 2785

SCHEDULE 4(b)

STATE	AREA	MFCO COMPANY LEASE NO.	STATE	AREA	MFCO COMPANY LEASE NO.
WYOMING	TIERNEY	2841 2842 2843 2844 2845	IDAHO	MEDICINE LODGE	142 143 144 145 146
	WILDHORSE	3665		ONYX	118 119 120 121
	WHISKEY BUTTES	2623 3893 3894 3895 3896 3897 3898 3899 3900 3901 3902 3903 3905 3906 3907 3908 3909 3910 3911 3912 3913 3914 3915 3916		PEBBLE (Bannock)	116 117
				PEBBLE (Caribou)	129
			MONTANA	BLACK COULEE WEST	42 1 M
				BLACKLEAF	36A 38 76
				BLACKLEAF COULEE WEST	579
				CHIPPEWA CREEK	584
				CLARK FORK	36 40 74 75 536 538 538A 539 545
IDAHO	YELLOW CREEK	3315 X		CROOKED CREEK	413 415
	AFTON	133		CROW CREEK	489
	ANT CANYON (Caribou)	128 134 135		CURTWRIGHT COULEE	470 471 472 473 474 476 477 478 479 480 481
	ANT CANYON (Franklin)	122 123 124 125 126 127		DISTURBED BELT (Lewis and Clark)	71 X 509 510 511 512 513 514 515 516 517 518 519 519A 519B 519C 519D 519E 519F 520 521 521A 522
	CHESTERFIELD	130 131			
	DINGLE SWAMP	137			
	HORSESHOE	160			
	GARNS MOUNTAIN	156 157 158 159 160A 161 162 163			
	KILGORE	147 148 149 150 151 152 153 154 155			
	MEDICINE LODGE	138 138A 139 140 141			

SCHEDULE 4(b)

STATE	AREA	MFSO COMPANY LEASE NO.	STATE	AREA	MFSO COMPANY LEASE NO.
MONTANA	DISTURBED BELT (Lewis and Clark)	522A 523 524 526 527 528 529 530 531 532 543 544 548 548A 549 549A 549B 550 550A 550B 551 551A 577	MONTANA	HEALEY COULEE (Pondera)	400 401 434
				HEALEY COULEE (Teton)	387 391 392 X 398
				HEALEY COULEE (Toole)	388 389 390 393 395 409 431 432 443 3 M 18 M
	DISTURBED BELT (Teton)	36B 37 39 40A 41 71 72 73 74A 75A 76A 534 535A 537 537A 539 X 545 X		KEVIN-SUNBURST NW	77 350 351 352 353 354 355 356 383 416 417 435
				LEDGER (Pondera)	81 345 347
	DUNKIRK NORTH	7 M 8 M 8AM 8BM 9 M 9AM 9BM 9CM 9DM 9EM 9FM 9GM 9HM 9IM 9JM 11M		LEDGER (Toole)	81 X 346
				LITTLE DRY CREEK	418
				LITTLE SHEEP CREEK	557
				LITTLE WARM SPRINGS	585
	EKALAKA NORTH	462		MILK RIVER (Blaine)	96 109 183 194 381 382 382A 625 626 626A 626B 626C 626D 627 628 629
	HAY CREEK	469		MILK RIVER (Hill)	86 174 210 210A 240C 248 248A 248B
	HEALEY COULEE (Chouteau)	402			
	HEALEY COULEE (Liberty)	403 404			
	HEALEY COULEE (Pondera)	384 385 386 392 396 399			

SCHEDULE 4(b)

STATE	AREA	MFSO COMPANY LEASE NO.	STATE	AREA	MFSO COMPANY LEASE NO.
MONTANA	MILK RIVER (Hill)	248BX 248B1 252 252 X 252A 253 253A 253AX 253B 253BX 253C 253D 253F 254 254 X 2541X 256 257 258 259 259B 260 260 X 261 262 262A 263 263 X 263A 264 264 X 264A 268 268 X 271 272 273 273A 273B 273C 274 281 283 285 296 296 X 297 298 299 300 301 301A 301B 302 302A 302B 303 304 305 306 306A 307 308A 308B 309 310 311 312A 313 314 315 315 X 316 317 318 319	MONTANA	MILK RIVER (Hill)	320 323 324 332 332A 333 333A 334 335 335A 365 368 369 370 371 372 373 376 377 461 582 613 613 X 614 615 616 617 617A 618 618A 618B 619 619A 620 620A 2 M
				MINER'S COULEE	485
				MURPHEY CREEK	583
				NINE MILE COULEE	580
				PONDERA COULEE	578
				RAZOR CREEK	407 410 411 414
				RED ROCK RIVER	559
				ROCK CREEK	586 587
				SAGE CREEK	553 554 555 556 558
				SIPARYAN CREEK	588
				SNAKE COULEE	490
				SUNDAY CREEK	468
				SWEETGRASS ARCH	454
				TONY CREEK (Golden Valley)	464
				TONY CREEK (Wheatland)	463 465 466 467
				WHITE SPECKS	507 508

SCHEDULE 4(b)

STATE	AREA	MFS CO COMPANY LEASE NO.	STATE	AREA	MFS CO COMPANY LEASE NO.
NEVADA	ALKALI FLAT	138	NEVADA	JIGGS	168
		139			172
		140			178
		141			179
		143			180
		144			181
		145 X			182
	DIAMOND VALLEY	292			184
	FALLON EAST	125			209
		128			210
		129			211
		136			238
	HUMBOLT EAST	146		LONE ROCK	240
		147			142
	INDIAN LAKES	132			145
		133			157
	JIGGS	162		LONG VALLEY	228
		163			231
		164		LUND	224
		165A		RUBY VALLEY	230
		166A		WHITE FLATS	228
		167A			227
		168A			
		170	NEW		
		171	MEXICO	ALEMITA	
		173		(Sandoval)	268
		174			279
		175		ALEMITA (San	
		176		Juan)	255
		177		APACHE SPRINGS	51
		178A			445
		180A			
		181A		ARMUO	
		182A		RESERVOIR	76
		183		BELL LAKE	62
		184A		BISTI	91
		185			151
		186			183
		187			266
		188			267
		189			284
		190			304
		191			344
		192			346
		193			379
		194			402
		195			403
		196			404
		197			405
		198			406
		199			412
		200			415
		201			417
		202			418
		203			419
		204			420
		205			421
		206			422
		207			423
		208			424
		209A			426
		210A			427
		211A			428
		218			429
		219			430
		234			431
		235			432
		236			433
		237			434
		239			435
		165			
		166			
		167			

SCHEDULE 4(b)

STATE	AREA	MFS CO COMPANY LEASE NO.	STATE	AREA	MFS CO COMPANY LEASE NO.
NEVADA	WHITE FLATS	226	NEW	FRUITLAND	493
		227	MEXICO		494
NEW	BITTER LAKE	72			497
MEXICO		10 M			498
		16 M			516
	BLANCO	19			517
	BLUITT (Lea)	156		GAVILAN	39
	BLUITT (Roosevelt)	48		HAGERMAN	8 M
	BONITO	344 X		HONCHO	365
		383			366
		401			367
		437			368
		438			369
		439			370
	CARLSBAD	46		HOPE	5 M
	CHACO CANYON	237			18 M
		278			7 M
		344XX			17 M
		345		HOSPAH	78
		347			99
		364			164
	CHIQUITO	111			285
		140			291
		211		HUAPACHE	138
		282		LAKE ARTHUR	491
		298		LINDA	24 M
	CHROMO	210			31 M
	COAL CREEK	463		LINDRITH	183
		464			269
		509			449
	COMANCHE	40			450
		333			451
		465			452
	DANIEL WASH	189			453
		253			454
		283			455
		305			456
		348			457
	DE-NA-ZIN	84			480
		97			32
		165			221
		169			476
		213		LOCKNEY	217
		258		LOS PINOS	92
		488		MARCELINA	507
		492		MATADOR	73
	DULCE	240			145
	ESCRITO (Rio	178			332
	Arriba)	375			74
	ESCRITO (Sandoval)	186			496
		341		MEDIA	53
	ESCRITO (San Juan)	150			56
	FRUITLAND	168			57
		170			58
		185			100
		303			104
		380			105
		472			106
		473			107
		474			118
		475			120
		477			121
		478			122
					123
					137
					154
					160

SCHEDULE 4(b)

STATE	AREA	MFSCO COMPANY LEASE NO.	STATE	AREA	MFSCO COMPANY LEASE NO.		
NEW MEXICO	MEDIA	208	NEW MEXICO	SEVEN LAKE	190		
		257			238		
		287			259		
		296			272		
		483			273		
	504	505					
				506			
				396			
		MEDICINE ROCK		79		SNAKE EYES	254
		MIGUEL CREEK		90			256
				129			274
				245			342
				98			343
		MONERO		209			384
				212			397
				286			398
				299			399
				331			400
				382			413
		NONOMBRE		26			425
		OJO		77			440
				100 X			441
				206			442
				222		STAR LAKE	
				239		(McKinley)	263
				262			275
				276			390
				277			391
				281			392
				295			393
				339		STAR LAKE	
				349		(Sandoval)	394
				381			395
				387			416
				388			443
				389			444
				414			338
				486		STONEY BUTTE	
				490			82
		PALO DURO		378			94
				162			95
				371			117
		PECOS		12 M		TODD	139
		PETERSON		410			495
		RACETRACK		23		TORREON	66
		RED LAKE		36			93
		ROUND TANK		54			188
		SANDOVAL		270			385
		SAN JUAN		458			386
				459		WALKER DOME	28
				247			47
		SAN LUIS		161			75
				180			81
				181			89
				244			131
				260			148
				288			289
				294			290
				461		Y-O ZONE	27 M
				481			
				482			
				487			
		SAN MATEO		292			
		SEVEN LAKE		130			
				132			
				175			
				176			



SUMMARY

**Post-1976 Wexpro
Properties in Which the
Company has a Royalty**

SCHEDULE 5
"Wexpro Case" Agreement
POST-1976 WEXPRO PROPERTIES
IN WHICH MOUNTAIN FUEL SUPPLY COMPANY
HAS A ROYALTY INTEREST

Area	State	Mountain Fuel Lease No.	Area	State	Mountain Fuel Lease No.		
Basin Creek	Colorado	C-136	Big Lake	Montana	M-66		
		C-138			M-67		
Buck Peak	Colorado	C-144			M-68		
		C-148			M-75		
		C-148-A			M-75-A		
		C-150			M-76		
		C-151			M-77		
		C-152			Coon Creek	Montana	M-4
		C-153					M-15
		C-153-A			Disturbed Belt	Montana	M-22
		C-154-C					M-29
		C-156					M-30
		C-156-A					M-31
		C-156-B					M-11
		C-156-C					M-12
		C-156-D					M-13
		C-156-E					M-14
Bull Canyon	Colorado	C-146	Dunkirk, North	Montana			M-64
Campo	Colorado	C-133					M-64-A
		C-137			M-64-B		
			M-63				
Castle Creek	Colorado	C-173	Froid, South	Montana	M-62		
Derby	Colorado	C-173			Kevin Sunburst, East	Montana	M-69
Eagle Basin	Colorado	C-176	M-70				
Korse Creek	Colorado	C-102	M-71				
		C-106	M-72				
		C-107	Little Porcupine	Montana	M-26		
		C-112			M-27		
		C-113			M-28		
		C-121			M-28-A		
		C-122			M-28-B		
		C-124			M-28-C		
		C-103			M-28-D		
		C-104			M-28-E		
		C-105			M-28-F		
		C-108			M-28-G		
		C-109	M-28-H				
		C-110	O'Fallon Creek, East	Montana	M-21		
		C-111			Pannel Creek	Montana	M-5
		C-112-X					M-6
		C-114					M-7
		C-115	Riley School	Montana	M-10		
		C-116			M-8		
		C-117			M-9		
C-118	M-19						
C-119	M-20						
C-120	M-43						
C-121-X	M-43-A						
C-123	M-43-B						
Niblick	Colorado	C-145			M-44		
					M-44-A		
Spronks	Colorado	C-149					
		C-149-A					
Yampa	Colorado	C-147					
		C-155					
		C-155-A					
		C-174					
		C-175					

SCHEDULE 5

Area	State	Mountain Fuel Lease No.	Area	State	Mountain Fuel Lease No.
Riley School	Montana	M-44-B M-44-C M-44-D M-44-E M-44-F M-44-G M-44-H M-45A	Duckwater	Nevada	N-146 N-147 N-151
Tonquin Siding	Montana	M-32 M-32-A M-32-B M-32-C M-32-D M-32-E M-32-F M-33 M-33-A M-34 M-34-A M-34-B M-34-C M-34-D M-35 M-35-A M-35-B M-36 M-37 M-38 M-39 M-39-A M-39-B M-39-C M-39-D M-39-E M-39-F M-39-G M-39-H M-39-I M-39-J M-39-K M-39-L M-40 M-41 M-41-A M-41-B M-41-C M-41-D M-41-E M-41-F M-41-G M-42 M-42-A M-42-B M-46	East Fallon	Nevada	N-159
			Indian Lakes	Nevada	N-160 N-163
			Jiggs	Nevada	N-130 N-149
			Spring Valley	Nevada	N-161 N-164
			Alemite	New Mexico	NM-3 NM-8 NM-19
			Bisti	New Mexico	NM-4
			Chaco Canyon	New Mexico	NM-22
			Daniel Wash	New Mexico	NM-9 NM-11 NM-12 NM-13 NM-24
			De-Na-Zin	New Mexico	NM-5 NM-7 NM-14 NM-15 NM-16 NM-17 NM-20 NM-23 NM-27
			Fruitland	New Mexico	NM-10
			Media	New Mexico	NM-21
			Palo Duro	New Mexico	NM-18 NM-1 NM-23
			Puerto Chiquito	New Mexico	NM-6
			Alkali Canyon	Utah	U-61 U-62
			Arts Pasture	Utah	U-60
			Bryce Canyon	Utah	U-68
			Bug (Pre-May 10, 1979)	Utah	U-65 U-67
			Bug (Post-May 10, 1979)	Utah	U-81 U-84 U-84-A U-84-B U-84-C U-84-D U-84-E U-84-F U-87 U-92 U-117 U-117-A
Wrangle Creek	Montana	M-60 M-61			
Duckwater	Nevada	N-131 N-132 N-133 N-134 N-135 N-136 N-137 N-138 N-139 N-140 N-141 N-142 N-143 N-144 N-145			

SCHEDULE

Area	State	Mountain Fuel Lease No.
Bug (Post-May 10, 1979)	Utah	U-117-B U-117-C U-117-D U-117-E (No Co. no. yet)
Bug (Farmin)	Utah	U-99 U-185 U-136 U-136-A U-136-B U-136-C U-136-D U-137 U-137-A U-137-B U-137-C U-138
Clark Canyon	Utah	U-74 U-74-A U-74-B U-75
Hatch	Utah	U-33 U-35 U-40
Klondike	Utah	U-63 U-64 U-67
Gold Bar	Utah	U-54 U-55 U-59
Mustang Flat	Utah	U-70 U-78
Patterson East	Utah	U-72
Spring Canyon	Utah	U-58
Squaw	Utah	U-52 U-66
Bear Gulch	Wyoming	W-177
East Hiawatha	Wyoming	W-260
Hadsall Springs	Wyoming	W-271
Hensley Draw	Wyoming	W-242
Pinedale	Wyoming	W-200



SCHEDULE 6

**Pre-1977 Non-Utility
Properties**

SCHEDULE 6
"Wexpro Case" Agreement
PRE-1977 NON-UTILITY PROPERTIES

AREA	STATE	WEXPRO LEASE NO.	AREA	STATE	WEXPRO LEASE NO.
Hillight South Unit	Wyoming	W-49	Walker Creek	Wyoming	W-139-C
		W-50			W-139-D
		W-51			W-139-E
		W-52			W-139-F
		W-53			W-139-G
		W-54			W-139-H
		W-55			W-139-I
		W-56			W-139-J
		W-57			W-139-K
		W-58			W-139-L
		W-59			W-139-M
		W-59-A			W-139-N
		W-59-B			W-139-O
W-60	W-139-P				
W-61	W-139-Q				
North Walker Creek	Wyoming	W-71	W-140	W-140-A	
		W-246	W-140-E		
		W-78	W-140-F		
		W-79	W-140-G		
		W-79-A	W-141		
		W-79-B	W-143		
		W-80	W-143-A		
Walker Creek	Wyoming	W-109	W-144	W-144-A	
		W-111	W-145		
		W-112	W-146		
		W-113	W-147		
		W-114	W-50-A		
		W-115	MI-3		
		W-117	W-148		
		W-118	W-150		
		W-124	W-154		
		W-125	W-155		
		W-126	W-156		
		W-129	W-58-X		
		W-130	W-59-X		
		W-133	W-59-A-X		
		W-134	W-59-B-X		
		W-135	W-158		
		W-136	MI-4		
W-137	W-162				
W-139	W-162-A				
W-139-A	W-164				
W-139-B					
		Wright Area	Wyoming		



Schematic Diagram

Schematic Diagram

