

REVOLVING GRID PROMISSORY NOTE


\$50,000,000.00

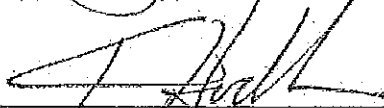
Salt Lake City, Utah
January 1, 2014

FOR VALUE RECEIVED, the undersigned, QUESTAR CORPORATION (Borrower), promises to pay to the order of QUESTAR GAS COMPANY (Lender) at its principal office in the city of Salt Lake City, Utah, in lawful currency of the United States of America, the principal sum of **FIFTY MILLION DOLLARS** (\$50,000,000.00) or, if less, the aggregate unpaid principal amount from time to time outstanding of all unpaid advances made hereunder by Lender, on demand, or in 90 days from the date hereof, whichever occurs first, or if such 90-day period shall end on day which is not a business day, then on the next preceding business day, together with interest thereon, in like money at an annual Intercompany Interest Rate as determined and published by the Questar Corporation Treasury Department on the first business day of each calendar month. The rate shall apply to the entire month or any part thereof and may change each month without notice to the Borrower as the Intercompany Interest Rate is calculated for that month. Interest shall be computed on the basis of a 360-day year and actual days elapsed and shall be payable on the last business day of each month.

Advances under this note shall be evidenced by the signature of the Treasurer or Chief Financial Officer on the appropriate line of the attached loan grid.

QUESTAR CORPORATION

By  _____
President & Chief Executive Officer

By  _____
Exec. Vice President & Chief Financial Officer