

GAS AFFILIATE INVENTORY TRANSFER AGREEMENT

This Gas Affiliate Inventory Transfer Agreement (this “*Agreement*”) is entered into by and between the Dominion Energy Gas Affiliates (each a “*Gas Affiliate*”) executing a signature page for this Agreement (“*Signature Page*”). Each Gas Affiliate is referred to individually herein as a “*Party*” and collectively as the “*Parties.*” Any Party desiring to execute a signature page and thereby participate in this Agreement must first consult with the Dominion Energy Law Department.

RECITALS

WHEREAS, each of the Parties is a direct or indirect wholly-owned subsidiary of Dominion Energy, Inc. (“*Dominion*”). Dominion is 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 the Act by the Federal Energy Regulatory Commission.

WHEREAS, from time to time, the Parties purchase and maintain a stock of certain inventory, spare parts, equipment, and other materials (except for natural gas) that are necessary to support their respective business operations (the “*Inventory*”);

WHEREAS, at certain times and due to various circumstances, certain Inventory may not be needed for immediate use by a Party, but may have immediate value to another Party or Parties due to manufacturing or shipping delays or other market conditions outside of the Parties’ control;

WHEREAS, the Parties believe that, due to such delays and market conditions that are expected to continue, it is in each Parties’ interest to enter into an agreement to allow the exchange or purchase of Inventory between the Parties, as may be deemed necessary by the Parties, for use in their respective business operations;

WHEREAS, to facilitate the transfer by one Party of Inventory (the “*Transferring Party*”) to another Party or Parties for purchase and/or exchange (each a “*Receiving Party*”), the Parties have entered into this agreement; and

WHEREAS, one or more of the Parties may be subject to jurisdictions requiring prior regulatory approvals and/or additional restrictions or conditions (“*Regulated Party*”).

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

I. **TRANSFER OF INVENTORY.** Upon request from a Receiving Party and approval of the Transferring Party, the Transferring Party shall transfer to the Receiving Party the Inventory requested by Receiving Party, provided that Transferring Party believes, in its reasonable judgment, that such transfer will not jeopardize Transferring Party's ability to render utility service to its customers consistent with applicable laws, statutes, rules, regulations, and orders, and provided that the Inventory is exchanged for the Compensation set forth below.

The Receiving Party will issue a request to the Transferring Party which shall identify the Inventory to be transferred, the compensation to be paid or in-kind replacement Inventory to be provided, and delivery requirements, pursuant to the terms and conditions of this Agreement. Each Party's participation in this Agreement is voluntary and no Party is obligated to transfer or receive Inventory pursuant to this Agreement.

II. REGULATORY APPROVAL. As an Agreement between Gas Affiliates, this Agreement may be subject to the review and/or approval of applicable federal or state regulatory agencies. If a signatory to this Agreement is a Regulated Party required to obtain regulatory approval, such entity shall not be deemed a Party to this Agreement, nor bound by the terms and conditions of this Agreement, until such time as all applicable agencies have granted the necessary approval and the Regulated Party satisfies the conditions and/or restrictions set forth in its Signature Page.

III. INVOICES AND PAYMENTS. In purchase transactions, the Transferring Party will submit invoices no later than thirty (30) days following the Receiving Party's receipt of the Inventory except as otherwise agreed upon.

IV. COMPENSATION. In purchase transactions, the Receiving Party shall compensate Transferring Party for any Inventory transferred hereunder at Cost. "Cost" means (i) for items of Inventory accounted for in the FERC Uniform System of Accounts account 154 ("Inventory Items"), the average unit price of such Inventory Items as recorded on the books of the Transferring Party, plus stores, freight, handling, and other applicable costs, and (ii) for assets other than Inventory Items, net book value.

Alternatively, to the extent that Inventory may be transferred under this Agreement, the Transferring Party and Receiving Party may agree that the Inventory transferred to the Receiving Party be replaced by the same type and quantity of Inventory in lieu of monetary compensation. In this event, Transferring Party and Receiving Party shall agree to the timing of such replacement, and other necessary terms and conditions, and such replacement (i.e. of the same Inventory) shall be deemed transferred Inventory for all purposes hereunder.

Receiving Party shall be responsible for all shipping/freight costs applicable to the transfer of Inventory from Transferring Party. If applicable, Receiving Party shall also be responsible for the cost of shipping/freight to transfer in-kind replacement Inventory back to the Transferring Party.

V. EFFECTIVE DATE. Subject to Section II, this Agreement is effective as to each signatory Party as of the date the Agreement is entered into by such signatory Party (the "Effective Date").

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

VII. MODIFICATION AND TERMINATION.

- A. Modification of Terms and Conditions. Other than the conditions and/or restrictions set forth on the Signature Page, no amendment, change, or modification of this Agreement shall be valid, unless made in writing and signed by all Parties hereto.
- B. Termination of this Agreement. Any Party may terminate its participation in this Agreement by providing sixty (60) days advance written notice of such termination.

VIII. NOTICE. Where written notice is required by this Agreement, said notice shall be deemed given when sent via electronic mail or mailed by United States registered or certified mail, postage prepaid, and return receipt requested.

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 Signature Pages, constitutes the entire understanding and agreement of the Parties with respect to its subject matter, and effective upon the execution of this Agreement and receipt of any necessary regulatory approvals 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 hereto have caused this Agreement to be duly executed as of the dates set forth below.

[ALL SIGNATURE PAGES FOLLOW]

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Signature Page

The Gas Affiliate named below, by its authorized agent's signature, agrees to be a Party to and bound by the terms and conditions of the Gas Affiliate Inventory Transfer Agreement, including any regulatory conditions and/or restrictions set forth below, effective as of the later of the date set forth below and the date such entity obtains all necessary regulatory agency approval(s).

**QUESTAR GAS COMPANY dba DOMINION ENERGY UTAH,
DOMINION ENERGY WYOMING, AND DOMINION ENERGY IDAHO
(DEUWI)**

By: _____
Name: _____
Title: _____
Date: _____, 20__

Regulatory Conditions and/or Restrictions to which DEUWI is subject:

DEUWI will provide a description of each transfer under the Gas Affiliate Inventory Transfer Agreement to the Utah Public Service Commission and the Public Service Commission of Wyoming on July 1st of each year in its Affiliate Transaction Report. The description will include the date upon which the transfer occurred, the type of inventory transferred, the terms of the transfer, and either the items exchanged for the inventory or the amount paid for the inventory, as applicable.