

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



June 29, 2022

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, 2021.

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, 2019 for the 12 months ending December 31, 2018 and thereafter annually.” The Affiliate Transaction Report is attached.

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

Sincerely,

/s/ Kelly B Mendenhall
Kelly B Mendenhall
Director, Regulatory and Pricing

Dominion Energy

Affiliate Transactions Report

For the year ended December 31, 2021

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1.1 General Description as of December 31, 2021

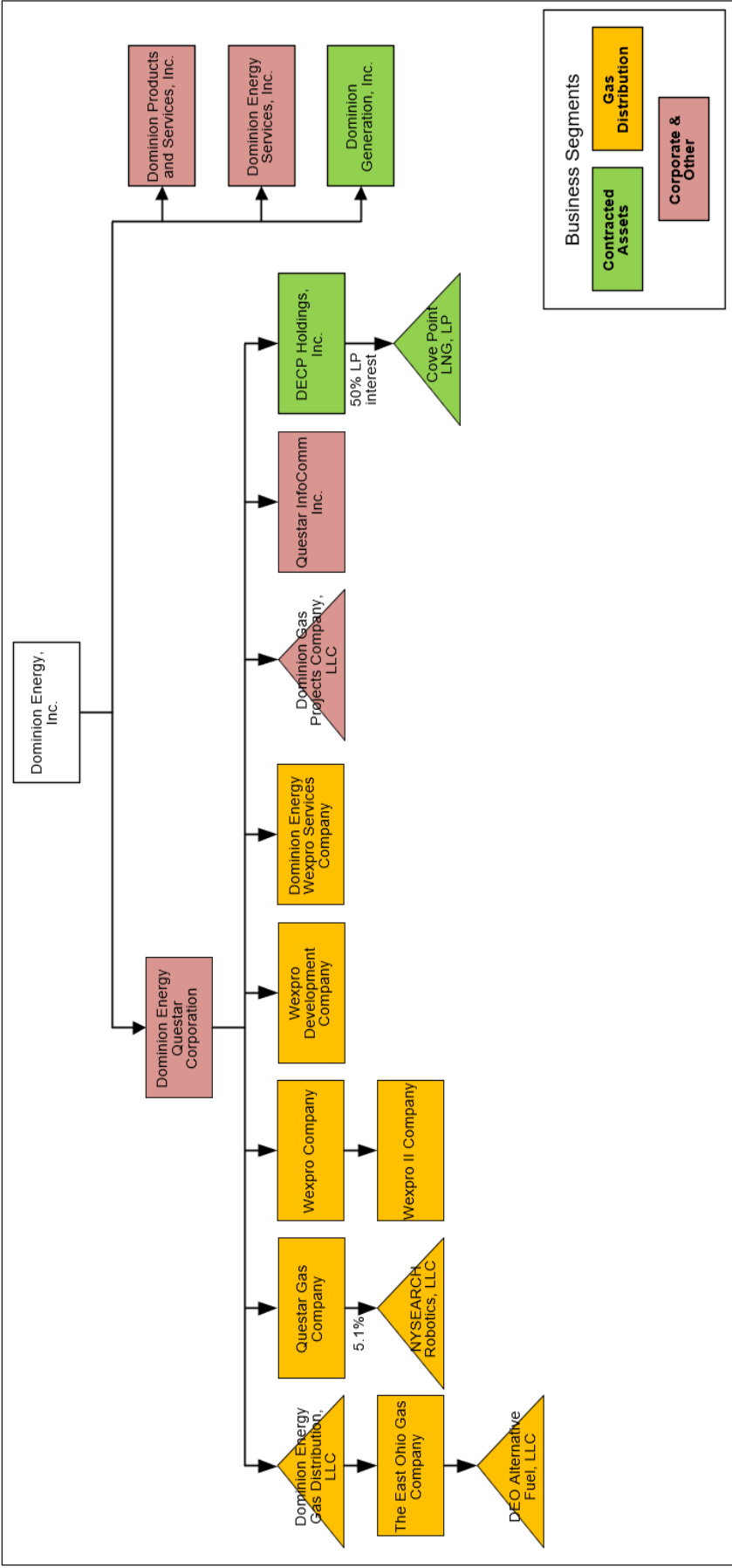
Questar Gas Company dba Dominion Energy Utah, Dominion Energy Idaho, and Dominion Energy Wyoming (Questar Gas, Dominion Energy, or Company) provides retail natural gas-distribution service to more than 1 million customers in Utah, southwestern Wyoming and a small portion of southeastern Idaho. The Company 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 84111.

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.

Effective December 31, 2021, Questar Gas's affiliates listed in section 1.6 were sold to Southwest Gas Holdings, Inc. The entities sold consist of FERC-regulated, long-term contracted transportation and underground storage assets in Utah, Wyoming and Colorado as well as some related services and processing entities. This report includes information related to these entities because during the calendar year 2021, they were affiliated with the Company and provided services.

The following pages provide an organization chart, descriptions and transactions of Dominion Energy Utah and affiliated companies/subsidiaries during the year ended December 31, 2021.

1.2 Corporate Organization Chart as of December 31, 2021



1.3 Company Board of Directors as of December 31, 2021

| Director | Title | Effective Date | End Date | Address |
|------------------|-----------------------------|----------------|----------|--|
| Diane Leopold | Director | 10/1/2020 | None | 100 Tredegar Street, Richmond, Virginia 23219 |
| James R. Chapman | Director | 11/1/2018 | None | 100 Tredegar Street, Richmond, Virginia 23219 |
| Carlos M. Brown | Director | 11/1/2018 | 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, 2021

| Officer | Title | Effective Date | End Date | Address |
|----------------------|---|----------------|------------|--|
| Raikes, Donald R. | President | 10/1/2020 | 12/31/2021 | 120 Tredegar Street, Richmond, VA 23219 |
| Chapman, James R. | Executive Vice President, Chief Financial Officer and Treasurer | 1/1/2019 | 4/1/2022 | 100 Tredegar Street, Richmond, VA 23219 |
| Reid, Carter M. | Executive Vice President, Chief of Staff and Corporate Secretary | 12/1/2019 | -- | 100 Tredegar Street, Richmond, VA 23219 |
| Arnett, Corynne S. | Senior Vice President - Regulatory Affairs and Customer Experience | 12/1/2019 | -- | 600 Canal Place, Richmond, VA 23219 |
| Brown, Carlos M. | Senior Vice President, General Counsel and Chief Compliance Officer | 12/1/2019 | -- | 100 Tredegar Street, Richmond, VA 23219 |
| Cardiff, Michele L. | Senior Vice President, Controller and Chief Accounting Officer | 10/1/2020 | -- | 701 East Cary Street, Richmond, VA 23219 |
| Murray, William L. | Senior Vice President - Corporate Affairs & Communications | 12/1/2019 | -- | 701 East Cary Street, Richmond, VA 23219 |
| Wagstaff, Craig C. | Senior Vice President and General Manager - Western Distribution | 10/1/2019 | 3/1/2022 | 333 South State Street, Salt Lake City, UT 84111 |
| Bassey, Utibe O. | Vice President - Customer Experience | 9/8/2020 | -- | 600 Canal Place, Richmond, VA 23219 |
| Duman, L. Wayne | Vice President - Financial Planning & Analysis | 12/1/2019 | -- | 100 Tredegar Street, Richmond, VA 23219 |
| Katz, Lee D. | Vice President - Financial Management | 12/1/2019 | -- | 120 Tredegar Street, Richmond, VA 23219 |
| McCoy, Leighton C. | Vice President - Distribution Technical Services | 10/1/2019 | -- | 1201 East 55 Street, Cleveland, OH 44013 |
| Purohit, Prabir | Vice President - Finance | 4/1/2019 | 4/1/2022 | 100 Tredegar Street, Richmond, VA 23219 |
| Ridge, Steven D. | Vice President and General Manager - Western Distribution | 10/1/2021 | -- | 333 South State Street, Salt Lake City, UT 84111 |
| Showalter, Alma W. | Vice President - Tax | 9/16/2016 | -- | 701 East Cary Street, Richmond, VA 23219 |
| Stites, Brandon | Vice President - Project Construction | 2/1/2021 | -- | 600 Canal Place, Richmond, VA 23219 |
| Tornabene, Amanda B. | Vice President - Governance and Assistant Corporate Secretary | 9/1/2021 | -- | 100 Tredegar Street, Richmond, VA 23219 |
| Wellener, Wendy T. | Vice President - Shared Services | 1/1/2018 | -- | 100 Tredegar Street, Richmond, VA 23219 |
| Williams, Jason E. | Vice President - Environmental | 9/1/2021 | -- | 140 Tredegar Street, Richmond, VA 23219 |
| Conway, Kelly K. | Controller | 11/1/2020 | 4/1/2022 | 100 Tredegar Street, Richmond, VA 23219 |
| Adkins, Lauren V. | Assistant Treasurer | 9/1/2021 | -- | 100 Tredegar Street, Richmond, VA 23219 |
| Doggett, Karen W. | Assistant Secretary | 9/16/2016 | -- | 600 Canal Place, Richmond, VA 23219 |
| Evans, Jonathan T. | Assistant Treasurer | 9/1/2020 | -- | 400 Otarre Parkway, Cayce, SC 29033 |

1.5 Officers and Directors with Affiliated Positions as of December 31, 2021

| Name | Entity | Title | Effective Date | End Date |
|-----------------------------------|--|---------------------|----------------|------------|
| Adkins, Lauren V. | 96WI BME LLC | Assistant Treasurer | 09-01-2021 | -- |
| | Atlantic Coast Pipeline, LLC | Assistant Treasurer | 09-01-2021 | -- |
| | Blackville Solar Farm, LLC | Assistant Treasurer | 09-01-2021 | -- |
| | Blue Ocean Energy Marine, LLC | Assistant Treasurer | 09-01-2021 | -- |
| | BOE Holdings, Inc. | Assistant Treasurer | 09-01-2021 | -- |
| | BrightSuite Home Solar, Inc. | Assistant Treasurer | 09-01-2021 | -- |
| | BrightSuite Home, LLC | Assistant Treasurer | 09-01-2021 | -- |
| | BrightSuite Solar CT, Inc. | Assistant Treasurer | 09-01-2021 | -- |
| | BrightSuite Solar Development, LLC | Assistant Treasurer | 09-01-2021 | -- |
| | BrightSuite Solar SC, Inc. | Assistant Treasurer | 09-01-2021 | -- |
| | BrightSuite Solar VA, Inc. | Assistant Treasurer | 09-01-2021 | -- |
| | BrightSuite, Inc. | Assistant Treasurer | 09-01-2021 | -- |
| | Buckingham Solar I LLC | Assistant Treasurer | 09-01-2021 | -- |
| | CEA Dairy RNG Colorado, LLC | Assistant Treasurer | 09-01-2021 | -- |
| | CEA Dairy RNG Georgia, LLC | Assistant Treasurer | 09-01-2021 | -- |
| | CEA Dairy RNG Idaho, LLC | Assistant Treasurer | 09-01-2021 | -- |
| | CEA Dairy RNG Kansas, LLC | Assistant Treasurer | 09-01-2021 | -- |
| | CEA Dairy RNG Nevada, LLC | Assistant Treasurer | 09-01-2021 | -- |
| | CEA Dairy RNG New Mexico, LLC | Assistant Treasurer | 09-01-2021 | -- |
| | CEA Dairy RNG Texas, LLC | Assistant Treasurer | 09-01-2021 | -- |
| | Clean Energy Asset USA LLC | Assistant Treasurer | 09-01-2021 | -- |
| | Clean Energy Enterprises, Inc. | Assistant Treasurer | 09-01-2021 | -- |
| | Clipperton Holdings LLC | Assistant Treasurer | 09-01-2021 | -- |
| | CNG Coal Company | Assistant Treasurer | 09-01-2021 | -- |
| | CNG Power Services Corporation | Assistant Treasurer | 09-01-2021 | -- |
| | Correctional Solar LLC | Assistant Treasurer | 09-01-2021 | -- |
| | Dairy RNG Holdings, LLC | Assistant Treasurer | 09-01-2021 | -- |
| | DE Arlington Solar, LLC | Assistant Treasurer | 09-01-2021 | -- |
| | DE Fluvanna Solar, LLC | Assistant Treasurer | 09-01-2021 | -- |
| | DE Hanover Solar, LLC | Assistant Treasurer | 09-01-2021 | -- |
| | DE Henrico Solar, LLC | Assistant Treasurer | 09-01-2021 | -- |
| | DE King William Solar, LLC | Assistant Treasurer | 09-01-2021 | -- |
| | DE Louisa Solar, LLC | Assistant Treasurer | 09-01-2021 | -- |
| | DE Newport News Solar, LLC | Assistant Treasurer | 09-01-2021 | -- |
| | DE Powhatan Solar, LLC | Assistant Treasurer | 09-01-2021 | -- |
| | DE Virginia Beach Solar, LLC | Assistant Treasurer | 09-01-2021 | -- |
| | DECP Holdings, Inc. | Assistant Treasurer | 09-01-2021 | -- |
| | Denmark Solar, LLC | Assistant Treasurer | 09-01-2021 | -- |
| | DEO Alternative Fuel, LLC | Assistant Treasurer | 09-01-2021 | -- |
| | Dominion ACP Holding, Inc. | Assistant Treasurer | 09-01-2021 | -- |
| | Dominion Alternative Energy Holdings, Inc. | Assistant Treasurer | 09-01-2021 | -- |
| | Dominion Atlantic Coast Pipeline, LLC | Assistant Treasurer | 09-01-2021 | -- |
| | Dominion Capital REMIC, Inc. | Assistant Treasurer | 09-01-2021 | -- |
| | Dominion Capital, Inc. | Assistant Treasurer | 09-01-2021 | -- |
| | Dominion Energy Birdseye Holdings, Inc. | Assistant Treasurer | 09-01-2021 | -- |
| | Dominion Energy Fuel Services, Inc. | Assistant Treasurer | 09-01-2021 | -- |
| | Dominion Energy Gas Distribution, LLC | Assistant Treasurer | 09-01-2021 | -- |
| | Dominion Energy Generation Marketing, Inc. | Assistant Treasurer | 09-01-2021 | -- |
| | Dominion Energy Kewaunee, Inc. | Assistant Treasurer | 09-01-2021 | -- |
| | Dominion Energy Marketplace, LLC | Assistant Treasurer | 09-01-2021 | -- |
| | Dominion Energy Nuclear Connecticut, Inc. | Assistant Treasurer | 09-01-2021 | -- |
| | Dominion Energy Overthrust Pipeline, LLC | Assistant Treasurer | 09-01-2021 | 12-31-2021 |
| | Dominion Energy Payroll Company, Inc. | Assistant Treasurer | 09-01-2021 | -- |
| | Dominion Energy Questar Corporation | Assistant Treasurer | 09-01-2021 | -- |
| | Dominion Energy Questar Pipeline Services, Inc. | Assistant Treasurer | 09-01-2021 | 12-31-2021 |
| | Dominion Energy Questar Pipeline, LLC | Assistant Treasurer | 09-01-2021 | 12-31-2021 |
| | Dominion Energy RNG Holdings II, Inc. | Assistant Treasurer | 09-01-2021 | -- |
| | Dominion Energy RNG Holdings, Inc. | Assistant Treasurer | 09-01-2021 | -- |
| | Dominion Energy Services, Inc. | Assistant Treasurer | 09-01-2021 | -- |
| | Dominion Energy Solar CA, LLC | Assistant Treasurer | 09-01-2021 | -- |
| | Dominion Energy South Carolina, Inc. | Assistant Treasurer | 09-01-2021 | -- |
| | Dominion Energy Southeast Services, Inc. | Assistant Treasurer | 09-01-2021 | -- |
| | Dominion Energy Technical Solutions, Inc. | Assistant Treasurer | 09-01-2021 | -- |
| | Dominion Energy Technologies II, Inc. | Assistant Treasurer | 09-01-2021 | -- |
| | Dominion Energy Technologies, Inc. | Assistant Treasurer | 09-01-2021 | -- |
| | Dominion Energy Terminal Company, Inc. | Assistant Treasurer | 09-01-2021 | -- |
| | Dominion Energy Wexpro Services Company | Assistant Treasurer | 09-01-2021 | -- |
| | Dominion Energy, Inc. | Assistant Treasurer | 09-01-2021 | -- |
| | Dominion Equipment III, Inc. | Assistant Treasurer | 09-01-2021 | -- |
| | Dominion Equipment, Inc. | Assistant Treasurer | 09-01-2021 | -- |
| | Dominion Fairless Hills, Inc. | Assistant Treasurer | 09-01-2021 | -- |
| | Dominion Fowler Ridge Wind, LLC | Assistant Treasurer | 09-01-2021 | -- |
| | Dominion Gas Projects Company, LLC | Assistant Treasurer | 09-01-2021 | -- |
| | Dominion Generation, Inc. | Assistant Treasurer | 09-01-2021 | -- |
| | Dominion Greenbrier, Inc. | Assistant Treasurer | 09-01-2021 | -- |
| | Dominion High Voltage Holdings, Inc. | Assistant Treasurer | 09-01-2021 | -- |
| | Dominion High Voltage MidAtlantic, Inc. | Assistant Treasurer | 09-01-2021 | -- |
| | Dominion Investments, Inc. | Assistant Treasurer | 09-01-2021 | -- |
| | Dominion Keystone Pipeline Holdings, Inc. | Assistant Treasurer | 09-01-2021 | -- |
| | Dominion Keystone Pipeline, LLC | Assistant Treasurer | 09-01-2021 | -- |
| | Dominion MLP Holding Company III, Inc. | Assistant Treasurer | 09-01-2021 | -- |
| | Dominion Mt. Storm Wind, LLC | Assistant Treasurer | 09-01-2021 | -- |
| | Dominion Nuclear Projects, Inc. | Assistant Treasurer | 09-01-2021 | -- |
| | Dominion Oklahoma Texas Exploration & Production, Inc. | Assistant Treasurer | 09-01-2021 | -- |
| | Dominion Person, Inc. | Assistant Treasurer | 09-01-2021 | -- |
| | Dominion Privatization Florida, LLC | Assistant Treasurer | 09-01-2021 | -- |
| | Dominion Privatization Georgia, LLC | Assistant Treasurer | 09-01-2021 | -- |
| | Dominion Privatization Holdings, Inc. | Assistant Treasurer | 09-01-2021 | -- |
| | Dominion Privatization Kentucky, LLC | Assistant Treasurer | 09-01-2021 | -- |
| | Dominion Privatization Maryland, LLC | Assistant Treasurer | 09-01-2021 | -- |
| | Dominion Privatization Pennsylvania, LLC | Assistant Treasurer | 09-01-2021 | -- |
| | Dominion Privatization South Carolina, LLC | Assistant Treasurer | 09-01-2021 | -- |
| | Dominion Privatization Texas, LLC | Assistant Treasurer | 09-01-2021 | -- |
| | Dominion Privatization Virginia, LLC | Assistant Treasurer | 09-01-2021 | -- |
| | Dominion Products and Services, Inc. | Assistant Treasurer | 09-01-2021 | -- |
| | Dominion Projects Services, Inc. | Assistant Treasurer | 09-01-2021 | -- |
| | Dominion Retail Gas Holdings, Inc. | Assistant Treasurer | 09-01-2021 | -- |
| | Dominion Solar Holdings IV, LLC | Assistant Treasurer | 09-01-2021 | -- |
| | Dominion Solar Projects C, Inc. | Assistant Treasurer | 09-01-2021 | -- |
| | Dominion Solar Projects D, Inc. | Assistant Treasurer | 09-01-2021 | -- |
| Dominion Solar Projects III, Inc. | Assistant Treasurer | 09-01-2021 | -- | |

| Name | Entity | Title | Effective Date | End Date |
|---------------------------|--|---|----------------|------------|
| | Dominion Solar Projects IV, Inc. | Assistant Treasurer | 09-01-2021 | -- |
| | Dominion Solar Projects V, Inc. | Assistant Treasurer | 09-01-2021 | -- |
| | Dominion Solar Projects VI, Inc. | Assistant Treasurer | 09-01-2021 | -- |
| | Dominion Solar Projects VII, Inc. | Assistant Treasurer | 09-01-2021 | -- |
| | Dominion Solar Services, Inc. | Assistant Treasurer | 09-01-2021 | -- |
| | Dominion State Line, LLC | Assistant Treasurer | 09-01-2021 | -- |
| | Dominion Voltage, Inc. | Assistant Treasurer | 09-01-2021 | -- |
| | Dominion Wholesale, Inc. | Assistant Treasurer | 09-01-2021 | -- |
| | Dominion Wind Development, LLC | Assistant Treasurer | 09-01-2021 | -- |
| | Dominion Wind Projects, Inc. | Assistant Treasurer | 09-01-2021 | -- |
| | Eagle Holdco Solar, LLC | Assistant Treasurer | 09-01-2021 | -- |
| | Eagle Solar, LLC | Assistant Treasurer | 09-01-2021 | -- |
| | Eastern Shore Solar LLC | Assistant Treasurer | 09-01-2021 | -- |
| | ESCT-SA Suffield, LLC | Assistant Treasurer | 09-01-2021 | -- |
| | Fremont Farm, LLC | Assistant Treasurer | 09-01-2021 | -- |
| | Greensville County Solar Project, LLC | Assistant Treasurer | 09-01-2021 | -- |
| | Hardin Solar Energy LLC | Assistant Treasurer | 09-01-2021 | -- |
| | Hecate Energy Cherrydale LLC | Assistant Treasurer | 09-01-2021 | -- |
| | Hecate Energy Clarke County LLC | Assistant Treasurer | 09-01-2021 | -- |
| | Hope Gas, Inc. | Assistant Treasurer | 09-01-2021 | -- |
| | Innovative Solar 37, LLC | Assistant Treasurer | 09-01-2021 | -- |
| | Moffett Solar 1, LLC | Assistant Treasurer | 09-01-2021 | -- |
| | Moorings Farm 2, LLC | Assistant Treasurer | 09-01-2021 | -- |
| | Mustang Solar, LLC | Assistant Treasurer | 09-01-2021 | -- |
| | Pikeville Farm, LLC | Assistant Treasurer | 09-01-2021 | -- |
| | Prairie Fork Wind Farm, LLC | Assistant Treasurer | 09-01-2021 | -- |
| | PSNC Blue Ridge Corporation | Assistant Treasurer | 09-01-2021 | -- |
| | PSNC Cardinal Pipeline Company | Assistant Treasurer | 09-01-2021 | -- |
| | Public Service Company of North Carolina, Incorporated | Assistant Treasurer | 09-01-2021 | -- |
| | QPC Holding Company, LLC | Assistant Treasurer | 09-01-2021 | 12-31-2021 |
| | Questar Energy Services, Inc. | Assistant Treasurer | 09-01-2021 | 12-31-2021 |
| | Questar Field Services, LLC | Assistant Treasurer | 09-01-2021 | 12-31-2021 |
| | Questar Gas Company | Assistant Treasurer | 09-01-2021 | -- |
| | Questar InfoComm, Inc. | Assistant Treasurer | 09-01-2021 | -- |
| | Questar Southern Trails Pipeline Company | Assistant Treasurer | 09-01-2021 | 12-31-2021 |
| | Ridgeland Solar Farm I, LLC | Assistant Treasurer | 09-01-2021 | -- |
| | SCANA Corporate Security Services, Inc. | Assistant Treasurer | 09-01-2021 | -- |
| | SCANA Corporation | Assistant Treasurer | 09-01-2021 | -- |
| | Scott-II Solar LLC | Assistant Treasurer | 09-01-2021 | -- |
| | Seabrook Solar, LLC | Assistant Treasurer | 09-01-2021 | -- |
| | Siler Solar, LLC | Assistant Treasurer | 09-01-2021 | -- |
| | Sol Madison Solar, LLC | Assistant Treasurer | 09-01-2021 | -- |
| | South Carolina Fuel Company, Inc. | Assistant Treasurer | 09-01-2021 | -- |
| | South Carolina Generating Company, Inc. | Assistant Treasurer | 09-01-2021 | -- |
| | Southampton Solar LLC | Assistant Treasurer | 09-01-2021 | -- |
| | Summit Farms Solar, LLC | Assistant Treasurer | 09-01-2021 | -- |
| | Sussex Drive Solar Project, LLC | Assistant Treasurer | 09-01-2021 | -- |
| | The East Ohio Gas Company | Assistant Treasurer | 09-01-2021 | -- |
| | Trask East Solar, LLC | Assistant Treasurer | 09-01-2021 | -- |
| | Tredegard Solar Fund I, LLC | Assistant Treasurer | 09-01-2021 | -- |
| | TWE Myrtle Solar Project, LLC | Assistant Treasurer | 09-01-2021 | -- |
| | Vidalia Gichner Holdings, Inc. | Assistant Treasurer | 09-01-2021 | -- |
| | Virginia Electric and Power Company | Assistant Treasurer | 09-01-2021 | -- |
| | Virginia Power Fuel Corporation | Assistant Treasurer | 09-01-2021 | -- |
| | Virginia Power Nuclear Services Company | Assistant Treasurer | 09-01-2021 | -- |
| | Virginia Power Services Energy Corp., Inc. | Assistant Treasurer | 09-01-2021 | -- |
| | Virginia Power Services, LLC | Assistant Treasurer | 09-01-2021 | -- |
| | Virginia Solar 2017 Projects LLC | Assistant Treasurer | 09-01-2021 | -- |
| | VP Property, Inc. | Assistant Treasurer | 09-01-2021 | -- |
| | Wakefield Solar, LLC | Assistant Treasurer | 09-01-2021 | -- |
| | Wexpro Company | Assistant Treasurer | 09-01-2021 | -- |
| | Wexpro Development Company | Assistant Treasurer | 09-01-2021 | -- |
| | Wexpro II Company | Assistant Treasurer | 09-01-2021 | -- |
| | Wilkinson Solar LLC | Assistant Treasurer | 09-01-2021 | -- |
| | Wilshire Holdings LLC | Assistant Treasurer | 09-01-2021 | -- |
| | Yemassee Solar, LLC | Assistant Treasurer | 09-01-2021 | -- |
| Arnett, Corynne S. | Dominion Energy Gas Distribution, LLC | Senior Vice President - Regulatory Affairs and Customer Experience | 12-01-2019 | -- |
| | Dominion Energy Services, Inc. | Senior Vice President - Regulatory Affairs and Customer Experience | 12-01-2019 | -- |
| | Dominion Energy South Carolina, Inc. | Senior Vice President - Regulatory Affairs and Customer Experience | 12-16-2019 | -- |
| | Dominion Energy, Inc. | Senior Vice President - Regulatory Affairs and Customer Experience | 12-01-2019 | -- |
| | Dominion Generation, Inc. | Senior Vice President - Regulatory Affairs and Customer Experience | 12-01-2019 | -- |
| | Hope Gas, Inc. | Senior Vice President - Regulatory Affairs and Customer Experience | 12-01-2019 | -- |
| | Public Service Company of North Carolina, Incorporated | Senior Vice President - Regulatory Affairs and Customer Experience | 12-01-2019 | -- |
| | Questar Gas Company | Senior Vice President - Regulatory Affairs and Customer Experience | 12-01-2019 | -- |
| | The East Ohio Gas Company | Senior Vice President - Regulatory Affairs and Customer Experience | 12-01-2019 | -- |
| | Virginia Electric and Power Company | Senior Vice President - Regulatory Affairs and Customer Experience | 12-01-2019 | -- |
| Bassey, Utibe O. | Dominion Energy Gas Distribution, LLC | Vice President - Customer Experience | 09-08-2020 | -- |
| | Dominion Energy Services, Inc. | Vice President - Customer Experience | 09-08-2020 | -- |
| | Dominion Energy South Carolina, Inc. | Vice President - Customer Experience | 09-08-2020 | -- |
| | Dominion Generation, Inc. | Vice President - Customer Experience | 09-08-2020 | -- |
| | Hope Gas, Inc. | Vice President - Customer Experience | 09-08-2020 | -- |
| | Public Service Company of North Carolina, Incorporated | Vice President - Customer Experience | 09-08-2020 | -- |
| | Questar Gas Company | Vice President - Customer Experience | 09-08-2020 | -- |
| | The East Ohio Gas Company | Vice President - Customer Experience | 09-08-2020 | -- |
| | Virginia Electric and Power Company | Vice President - Customer Experience | 09-08-2020 | -- |
| Brown, Carlos M. | 96WI BME LLC | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | -- |
| | Blackville Solar Farm, LLC | Senior Vice President, General Counsel and Chief Compliance Officer | 05-29-2020 | -- |
| | Blue Ocean Energy Marine, LLC | Senior Vice President, General Counsel and Chief Compliance Officer | 05-11-2020 | -- |
| | BOE Holdings, Inc. | Senior Vice President, General Counsel and Chief Compliance Officer | 05-26-2020 | -- |
| | BrightSuite Home Solar, Inc. | Senior Vice President, General Counsel and Chief Compliance Officer | 08-20-2021 | -- |
| | BrightSuite Home, LLC | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | -- |
| | BrightSuite Solar CT, Inc. | Senior Vice President, General Counsel and Chief Compliance Officer | 10-13-2020 | -- |
| | BrightSuite Solar Development, LLC | Senior Vice President, General Counsel and Chief Compliance Officer | 03-25-2021 | -- |
| | BrightSuite Solar SC, Inc. | Senior Vice President, General Counsel and Chief Compliance Officer | 08-06-2020 | -- |
| | BrightSuite Solar VA, Inc. | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | -- |
| | BrightSuite, Inc. | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | -- |
| | Buckingham Solar I LLC | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | -- |
| | CEA Dairy RNG Colorado, LLC | Senior Vice President, General Counsel and Chief Compliance Officer | 01-10-2020 | -- |
| | CEA Dairy RNG Georgia, LLC | Senior Vice President, General Counsel and Chief Compliance Officer | 01-10-2020 | -- |
| | CEA Dairy RNG Idaho, LLC | Senior Vice President, General Counsel and Chief Compliance Officer | 01-11-2021 | -- |
| | CEA Dairy RNG Kansas, LLC | Senior Vice President, General Counsel and Chief Compliance Officer | 03-03-2021 | -- |
| | CEA Dairy RNG Nevada, LLC | Senior Vice President, General Counsel and Chief Compliance Officer | 01-10-2020 | -- |

| Name | Entity | Title | Effective Date | End Date |
|------|--|---|----------------|------------|
| | CEA Dairy RNG New Mexico, LLC | Senior Vice President, General Counsel and Chief Compliance Officer | 01-10-2020 | -- |
| | CEA Dairy RNG Texas, LLC | Senior Vice President, General Counsel and Chief Compliance Officer | 08-26-2020 | -- |
| | Clean Energy Asset USA LLC | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | -- |
| | Clean Energy Enterprises, Inc. | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | -- |
| | Clipperton Holdings LLC | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | -- |
| | CNG Coal Company | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | -- |
| | CNG Power Services Corporation | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | -- |
| | Correctional Solar LLC | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | -- |
| | Dairy RNG Holdings, LLC | Senior Vice President, General Counsel and Chief Compliance Officer | 01-08-2020 | -- |
| | DE Arlington Solar, LLC | Senior Vice President, General Counsel and Chief Compliance Officer | 07-24-2020 | -- |
| | DE Fluvanna Solar, LLC | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | -- |
| | DE Hanover Solar, LLC | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | -- |
| | DE Henrico Solar, LLC | Senior Vice President, General Counsel and Chief Compliance Officer | 09-17-2020 | -- |
| | DE King William Solar, LLC | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | -- |
| | DE Louisa Solar, LLC | Senior Vice President, General Counsel and Chief Compliance Officer | 05-08-2020 | -- |
| | DE Newport News Solar, LLC | Senior Vice President, General Counsel and Chief Compliance Officer | 05-08-2020 | -- |
| | DE Powhatan Solar, LLC | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | -- |
| | DE Virginia Beach Solar, LLC | Senior Vice President, General Counsel and Chief Compliance Officer | 07-06-2020 | -- |
| | DECP Holdings, Inc. | Senior Vice President, General Counsel and Chief Compliance Officer | 10-20-2020 | -- |
| | Denmark Solar, LLC | Senior Vice President, General Counsel and Chief Compliance Officer | 05-29-2020 | -- |
| | DEO Alternative Fuel, LLC | Senior Vice President, General Counsel and Chief Compliance Officer | 08-30-2021 | -- |
| | Dominion ACP Holding, Inc. | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | -- |
| | Dominion Alternative Energy Holdings, Inc. | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | -- |
| | Dominion Atlantic Coast Pipeline, LLC | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | -- |
| | Dominion Capital, Inc. | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | -- |
| | Dominion Cogen WV, Inc. | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | -- |
| | Dominion Energy Birdseye Holdings, Inc. | Senior Vice President, General Counsel and Chief Compliance Officer | 05-05-2021 | -- |
| | Dominion Energy Fuel Services, Inc. | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | -- |
| | Dominion Energy Gas Distribution, LLC | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | -- |
| | Dominion Energy Generation Marketing, Inc. | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | -- |
| | Dominion Energy Kewaunee, Inc. | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | -- |
| | Dominion Energy Marketplace, LLC | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | -- |
| | Dominion Energy Nuclear Connecticut, Inc. | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | -- |
| | Dominion Energy Overthrust Pipeline, LLC | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | 12-31-2021 |
| | Dominion Energy Payroll Company, Inc. | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | -- |
| | Dominion Energy Questar Corporation | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | -- |
| | Dominion Energy Questar Pipeline Services, Inc. | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | 12-31-2021 |
| | Dominion Energy Questar Pipeline, LLC | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | 12-31-2021 |
| | Dominion Energy RNG Holdings II, Inc. | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | -- |
| | Dominion Energy RNG Holdings, Inc. | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | -- |
| | Dominion Energy Services, Inc. | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | -- |
| | Dominion Energy Solar CA, LLC | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | -- |
| | Dominion Energy South Carolina, Inc. | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | -- |
| | Dominion Energy Southeast Services, Inc. | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | -- |
| | Dominion Energy Technical Solutions, Inc. | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | -- |
| | Dominion Energy Technologies II, Inc. | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | -- |
| | Dominion Energy Technologies, Inc. | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | -- |
| | Dominion Energy Terminal Company, Inc. | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | -- |
| | Dominion Energy Wexpro Services Company | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | -- |
| | Dominion Energy, Inc. | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | -- |
| | Dominion Equipment III, Inc. | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | -- |
| | Dominion Equipment, Inc. | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | -- |
| | Dominion Fairless Hills, Inc. | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | -- |
| | Dominion Fowler Ridge Wind, LLC | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | -- |
| | Dominion Gas Projects Company, LLC | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | -- |
| | Dominion Generation, Inc. | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | -- |
| | Dominion Greenbrier, Inc. | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | -- |
| | Dominion High Voltage Holdings, Inc. | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | -- |
| | Dominion High Voltage MidAtlantic, Inc. | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | -- |
| | Dominion Investments, Inc. | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | -- |
| | Dominion Keystone Pipeline Holdings, Inc. | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | -- |
| | Dominion Keystone Pipeline, LLC | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | -- |
| | Dominion MLP Holding Company III, Inc. | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | -- |
| | Dominion Mt. Storm Wind, LLC | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | -- |
| | Dominion Nuclear Projects, Inc. | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | -- |
| | Dominion Oklahoma Texas Exploration & Production, Inc. | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | -- |
| | Dominion Person, Inc. | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | -- |
| | Dominion Privatization Florida, LLC | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | -- |
| | Dominion Privatization Georgia, LLC | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | -- |
| | Dominion Privatization Holdings, Inc. | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | -- |
| | Dominion Privatization Kentucky, LLC | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | -- |
| | Dominion Privatization Maryland, LLC | Senior Vice President, General Counsel and Chief Compliance Officer | 05-08-2020 | -- |
| | Dominion Privatization Pennsylvania, LLC | Senior Vice President, General Counsel and Chief Compliance Officer | 05-08-2020 | -- |
| | Dominion Privatization South Carolina, LLC | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | -- |
| | Dominion Privatization Texas, LLC | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | -- |
| | Dominion Privatization Virginia, LLC | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | -- |
| | Dominion Products and Services, Inc. | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | -- |
| | Dominion Projects Services, Inc. | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | -- |
| | Dominion Retail Gas Holdings, Inc. | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | -- |
| | Dominion Solar Holdings IV, LLC | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | -- |
| | Dominion Solar Projects C, Inc. | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | -- |
| | Dominion Solar Projects D, Inc. | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | -- |
| | Dominion Solar Projects III, Inc. | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | -- |
| | Dominion Solar Projects IV, Inc. | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | -- |
| | Dominion Solar Projects V, Inc. | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | -- |
| | Dominion Solar Projects VI, Inc. | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | -- |
| | Dominion Solar Projects VII, Inc. | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | -- |
| | Dominion Solar Services, Inc. | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | -- |
| | Dominion State Line, LLC | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | -- |
| | Dominion Voltage, Inc. | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | -- |
| | Dominion Wholesale, Inc. | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | -- |
| | Dominion Wind Development, LLC | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | -- |
| | Dominion Wind Projects, Inc. | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | -- |
| | Eagle Holdco Solar, LLC | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | -- |
| | Eagle Solar, LLC | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | -- |
| | Eastern Shore Solar LLC | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | -- |
| | ESCT-SA-Suffield, LLC | Senior Vice President, General Counsel and Chief Compliance Officer | 11-13-2020 | -- |
| | Fremont Farm, LLC | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | -- |
| | Greenville County Solar Project, LLC | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | -- |
| | Hardin Solar Energy LLC | Senior Vice President, General Counsel and Chief Compliance Officer | 06-01-2020 | -- |
| | Hecate Energy Cherrydale LLC | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | -- |
| | Hecate Energy Clarke County LLC | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | -- |
| | Hope Gas, Inc. | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | -- |

| Name | Entity | Title | Effective Date | End Date |
|----------------------------|--|---|----------------|------------|
| | Innovative Solar 37, LLC | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | -- |
| | Moffett Solar 1, LLC | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | -- |
| | Moorings Farm 2, LLC | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | -- |
| | Mustang Solar, LLC | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | -- |
| | Pikeville Farm, LLC | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | -- |
| | Prairie Fork Wind Farm, LLC | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | -- |
| | PSNC Blue Ridge Corporation | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | -- |
| | PSNC Cardinal Pipeline Company | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | -- |
| | Public Service Company of North Carolina, Incorporated | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | -- |
| | QPC Holding Company, LLC | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | 12-31-2021 |
| | Questar Energy Services, Inc. | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | 12-31-2021 |
| | Questar Field Services, LLC | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | 12-31-2021 |
| | Questar Gas Company | Director | 11-01-2018 | -- |
| | Questar Gas Company | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | -- |
| | Questar InfoComm, Inc. | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | -- |
| | Questar Southern Trails Pipeline Company | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | 12-31-2021 |
| | Ridgeland Solar Farm 1, LLC | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | -- |
| | SCANA Corporate Security Services, Inc. | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | -- |
| | SCANA Corporation | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | -- |
| | Scott-II Solar LLC | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | -- |
| | Seabrook Solar, LLC | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | -- |
| | Siler Solar, LLC | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | -- |
| | Sol Madison Solar, LLC | Senior Vice President, General Counsel and Chief Compliance Officer | 07-29-2020 | -- |
| | South Carolina Fuel Company, Inc. | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | -- |
| | South Carolina Generating Company, Inc. | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | -- |
| | Southampton Solar LLC | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | -- |
| | Summit Farms Solar, LLC | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | -- |
| | Sussex Drive Solar Project, LLC | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | -- |
| | The East Ohio Gas Company | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | -- |
| | Trask East Solar, LLC | Senior Vice President, General Counsel and Chief Compliance Officer | 10-06-2020 | -- |
| | Tredegar Solar Fund I, LLC | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | -- |
| | TWE Myrtle Solar Project, LLC | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | -- |
| | Virginia Electric and Power Company | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | -- |
| | Virginia Power Fuel Corporation | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | -- |
| | Virginia Power Nuclear Services Company | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | -- |
| | Virginia Power Services Energy Corp., Inc. | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | -- |
| | Virginia Power Services, LLC | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | -- |
| | Virginia Solar 2017 Projects LLC | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | -- |
| | VP Property, Inc. | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | -- |
| | Wakefield Solar, LLC | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | -- |
| | Wexpro Company | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | -- |
| | Wexpro Development Company | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | -- |
| | Wexpro II Company | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | -- |
| | Wilkinson Solar LLC | Senior Vice President, General Counsel and Chief Compliance Officer | 12-01-2019 | -- |
| | Yemassee Solar, LLC | Senior Vice President, General Counsel and Chief Compliance Officer | 08-07-2020 | -- |
| Cardiff, Michele L. | Atlantic Coast Pipeline, LLC | Vice President (Chief Accounting Officer) | 09-25-2014 | -- |
| | DEO Alternative Fuel, LLC | Senior Vice President, Controller and Chief Accounting Officer | 08-30-2021 | -- |
| | Dominion Alternative Energy Holdings, Inc. | Senior Vice President, Controller and Chief Accounting Officer | 10-01-2020 | -- |
| | Dominion Capital, Inc. | Senior Vice President, Controller and Chief Accounting Officer | 10-01-2020 | -- |
| | Dominion Energy Gas Distribution, LLC | Senior Vice President, Controller and Chief Accounting Officer | 10-01-2020 | -- |
| | Dominion Energy Services, Inc. | Senior Vice President, Controller and Chief Accounting Officer | 10-01-2020 | -- |
| | Dominion Energy South Carolina, Inc. | Senior Vice President, Controller and Chief Accounting Officer | 10-01-2020 | -- |
| | Dominion Energy Southeast Services, Inc. | Senior Vice President, Controller and Chief Accounting Officer | 10-01-2020 | -- |
| | Dominion Energy, Inc. | Senior Vice President, Controller and Chief Accounting Officer | 10-01-2020 | -- |
| | Dominion Generation, Inc. | Senior Vice President, Controller and Chief Accounting Officer | 10-01-2020 | -- |
| | Dominion Investments, Inc. | Senior Vice President, Controller and Chief Accounting Officer | 10-01-2020 | -- |
| | Hope Gas, Inc. | Senior Vice President, Controller and Chief Accounting Officer | 10-01-2020 | -- |
| | Public Service Company of North Carolina, Incorporated | Senior Vice President, Controller and Chief Accounting Officer | 10-01-2020 | -- |
| | Questar Gas Company | Senior Vice President, Controller and Chief Accounting Officer | 10-01-2020 | -- |
| | SCANA Corporation | Senior Vice President, Controller and Chief Accounting Officer | 10-01-2020 | -- |
| | South Carolina Generating Company, Inc. | Senior Vice President, Controller and Chief Accounting Officer | 10-01-2020 | -- |
| | The East Ohio Gas Company | Senior Vice President, Controller and Chief Accounting Officer | 10-01-2020 | -- |
| | Tredegar Solar Fund I, LLC | Senior Vice President, Controller and Chief Accounting Officer | 10-01-2020 | -- |
| | Virginia Electric and Power Company | Senior Vice President, Controller and Chief Accounting Officer | 10-01-2020 | -- |
| | Wexpro Company | Senior Vice President, Controller and Chief Accounting Officer | 10-01-2020 | -- |
| Chapman, James R. | 96WI BME LLC | Executive Vice President, Chief Financial Officer and Treasurer | 01-01-2019 | 04-01-2022 |
| | Atlantic Coast Pipeline, LLC | Vice President and Treasurer | 02-01-2016 | -- |
| | Blackville Solar Farm, LLC | Executive Vice President, Chief Financial Officer and Treasurer | 05-29-2020 | 04-01-2022 |
| | Blue Ocean Energy Marine, LLC | Executive Vice President, Chief Financial Officer and Treasurer | 05-11-2020 | 04-01-2022 |
| | BOE Holdings, Inc. | Executive Vice President, Chief Financial Officer and Treasurer | 05-26-2020 | 04-01-2022 |
| | BrightSuite Home Solar, Inc. | Executive Vice President, Chief Financial Officer and Treasurer | 08-20-2021 | 04-01-2022 |
| | BrightSuite Home, LLC | Executive Vice President, Chief Financial Officer and Treasurer | 01-01-2019 | 04-01-2022 |
| | BrightSuite Solar CT, Inc. | Executive Vice President, Chief Financial Officer and Treasurer | 10-13-2020 | 04-01-2022 |
| | BrightSuite Solar Development, LLC | Executive Vice President, Chief Financial Officer and Treasurer | 03-25-2021 | 04-01-2022 |
| | BrightSuite Solar SC, Inc. | Executive Vice President, Chief Financial Officer and Treasurer | 08-06-2020 | 04-01-2022 |
| | BrightSuite Solar VA, Inc. | Executive Vice President, Chief Financial Officer and Treasurer | 08-14-2019 | 04-01-2022 |
| | BrightSuite, Inc. | Executive Vice President, Chief Financial Officer and Treasurer | 01-01-2019 | 04-01-2022 |
| | Buckingham Solar I LLC | Executive Vice President, Chief Financial Officer and Treasurer | 01-01-2019 | 04-01-2022 |
| | CEA Dairy RNG Colorado, LLC | Executive Vice President, Chief Financial Officer and Treasurer | 01-10-2020 | 04-01-2022 |
| | CEA Dairy RNG Georgia, LLC | Executive Vice President, Chief Financial Officer and Treasurer | 01-10-2020 | 04-01-2022 |
| | CEA Dairy RNG Idaho, LLC | Executive Vice President, Chief Financial Officer and Treasurer | 01-11-2021 | 04-01-2022 |
| | CEA Dairy RNG Kansas, LLC | Executive Vice President, Chief Financial Officer and Treasurer | 03-03-2021 | 04-01-2022 |
| | CEA Dairy RNG Nevada, LLC | Executive Vice President, Chief Financial Officer and Treasurer | 01-10-2020 | 04-01-2022 |
| | CEA Dairy RNG New Mexico, LLC | Executive Vice President, Chief Financial Officer and Treasurer | 01-10-2020 | 04-01-2022 |
| | CEA Dairy RNG Texas, LLC | Executive Vice President, Chief Financial Officer and Treasurer | 08-26-2020 | 04-01-2022 |
| | Clean Energy Asset USA LLC | Executive Vice President, Chief Financial Officer and Treasurer | 11-14-2019 | 04-01-2022 |
| | Clean Energy Enterprises, Inc. | Executive Vice President, Chief Financial Officer and Treasurer | 12-01-2019 | 04-01-2022 |
| | Clipperton Holdings LLC | Executive Vice President, Chief Financial Officer and Treasurer | 01-01-2019 | 04-01-2022 |
| | CNG Coal Company | Executive Vice President, Chief Financial Officer and Treasurer | 01-01-2019 | 04-01-2022 |
| | CNG Power Services Corporation | Executive Vice President, Chief Financial Officer and Treasurer | 01-01-2019 | 04-01-2022 |
| | Correctional Solar LLC | Executive Vice President, Chief Financial Officer and Treasurer | 01-01-2019 | 04-01-2022 |
| | Dairy RNG Holdings, LLC | Executive Vice President, Chief Financial Officer and Treasurer | 01-08-2020 | 04-01-2022 |
| | DE Arlington Solar, LLC | Executive Vice President, Chief Financial Officer and Treasurer | 07-24-2020 | 04-01-2022 |
| | DE Fluvanna Solar, LLC | Executive Vice President, Chief Financial Officer and Treasurer | 11-12-2019 | 04-01-2022 |
| | DE Hanover Solar, LLC | Executive Vice President, Chief Financial Officer and Treasurer | 11-12-2019 | 04-01-2022 |
| | DE Henrico Solar, LLC | Executive Vice President, Chief Financial Officer and Treasurer | 09-17-2020 | 04-01-2022 |
| | DE King William Solar, LLC | Executive Vice President, Chief Financial Officer and Treasurer | 11-12-2019 | 04-01-2022 |
| | DE Louisa Solar, LLC | Executive Vice President, Chief Financial Officer and Treasurer | 05-08-2020 | 04-01-2022 |
| | DE Newport News Solar, LLC | Executive Vice President, Chief Financial Officer and Treasurer | 05-08-2020 | 04-01-2022 |
| | DE Powhatan Solar, LLC | Executive Vice President, Chief Financial Officer and Treasurer | 11-12-2019 | 04-01-2022 |
| | DE Virginia Beach Solar, LLC | Executive Vice President, Chief Financial Officer and Treasurer | 07-06-2020 | 04-01-2022 |
| | DECP Holdings, Inc. | Executive Vice President, Chief Financial Officer and Treasurer | 10-20-2020 | 04-01-2022 |
| | Denmark Solar, LLC | Executive Vice President, Chief Financial Officer and Treasurer | 05-29-2020 | 04-01-2022 |

| Name | Entity | Title | Effective Date | End Date |
|------|--|---|----------------|------------|
| | DEO Alternative Fuel, LLC | Executive Vice President, Chief Financial Officer and Treasurer | 08-30-2021 | 04-01-2022 |
| | Dominion ACP Holding, Inc. | Executive Vice President, Chief Financial Officer and Treasurer | 01-01-2019 | 04-01-2022 |
| | Dominion Alternative Energy Holdings, Inc. | Executive Vice President, Chief Financial Officer and Treasurer | 01-01-2019 | 04-01-2022 |
| | Dominion Atlantic Coast Pipeline, LLC | Executive Vice President, Chief Financial Officer and Treasurer | 01-01-2019 | 04-01-2022 |
| | Dominion Capital REMIC, Inc. | Director | 02-01-2016 | -- |
| | Dominion Capital REMIC, Inc. | President and Treasurer | 02-01-2016 | 04-01-2022 |
| | Dominion Capital Ventures Corporation | Director | 02-01-2016 | -- |
| | Dominion Capital Ventures Corporation | President and Chief Executive Officer | 02-01-2016 | -- |
| | Dominion Capital, Inc. | Director | 11-01-2018 | -- |
| | Dominion Capital, Inc. | President | 02-01-2016 | -- |
| | Dominion Cogen WV, Inc. | Executive Vice President, Chief Financial Officer and Treasurer | 12-01-2019 | 04-01-2022 |
| | Dominion Energy Birdseye Holdings, Inc. | Executive Vice President, Chief Financial Officer and Treasurer | 05-05-2021 | 04-01-2022 |
| | Dominion Energy Fuel Services, Inc. | Executive Vice President, Chief Financial Officer and Treasurer | 01-01-2019 | 04-01-2022 |
| | Dominion Energy Gas Distribution, LLC | Executive Vice President, Chief Financial Officer and Treasurer | 10-01-2019 | 04-01-2022 |
| | Dominion Energy Generation Marketing, Inc. | Executive Vice President, Chief Financial Officer and Treasurer | 01-01-2019 | 04-01-2022 |
| | Dominion Energy Kewaunee, Inc. | Executive Vice President, Chief Financial Officer and Treasurer | 01-01-2019 | 04-01-2022 |
| | Dominion Energy Marketplace, LLC | Executive Vice President, Chief Financial Officer and Treasurer | 01-01-2019 | 04-01-2022 |
| | Dominion Energy Nuclear Connecticut, Inc. | Executive Vice President, Chief Financial Officer and Treasurer | 01-01-2019 | 04-01-2022 |
| | Dominion Energy Overthrust Pipeline, LLC | Executive Vice President, Chief Financial Officer and Treasurer | 01-01-2019 | 12-31-2021 |
| | Dominion Energy Payroll Company, Inc. | Executive Vice President, Chief Financial Officer and Treasurer | 01-01-2019 | 04-01-2022 |
| | Dominion Energy Questar Corporation | Executive Vice President, Chief Financial Officer and Treasurer | 01-01-2019 | 04-01-2022 |
| | Dominion Energy Questar Pipeline Services, Inc. | Executive Vice President, Chief Financial Officer and Treasurer | 01-01-2019 | 12-31-2021 |
| | Dominion Energy Questar Pipeline, LLC | Executive Vice President, Chief Financial Officer and Treasurer | 01-01-2019 | 12-31-2021 |
| | Dominion Energy RNG Holdings II, Inc. | Executive Vice President, Chief Financial Officer and Treasurer | 09-24-2019 | 04-01-2022 |
| | Dominion Energy RNG Holdings, Inc. | Executive Vice President, Chief Financial Officer and Treasurer | 01-01-2019 | 04-01-2022 |
| | Dominion Energy Services, Inc. | Executive Vice President, Chief Financial Officer and Treasurer | 01-01-2019 | 04-01-2022 |
| | Dominion Energy Solar CA, LLC | Executive Vice President, Chief Financial Officer and Treasurer | 01-01-2019 | 04-01-2022 |
| | Dominion Energy South Carolina, Inc. | Director | 01-01-2019 | -- |
| | Dominion Energy South Carolina, Inc. | Executive Vice President, Chief Financial Officer and Treasurer | 02-01-2021 | 04-01-2022 |
| | Dominion Energy Southeast Services, Inc. | Executive Vice President, Chief Financial Officer and Treasurer | 12-01-2019 | 04-01-2022 |
| | Dominion Energy Technical Solutions, Inc. | Executive Vice President, Chief Financial Officer and Treasurer | 01-01-2019 | 04-01-2022 |
| | Dominion Energy Technologies II, Inc. | Executive Vice President, Chief Financial Officer and Treasurer | 01-01-2019 | 04-01-2022 |
| | Dominion Energy Technologies, Inc. | Executive Vice President, Chief Financial Officer and Treasurer | 01-01-2019 | 04-01-2022 |
| | Dominion Energy Terminal Company, Inc. | Executive Vice President, Chief Financial Officer and Treasurer | 01-01-2019 | 04-01-2022 |
| | Dominion Energy Wexpro Services Company | Executive Vice President, Chief Financial Officer and Treasurer | 01-01-2019 | 04-01-2022 |
| | Dominion Energy, Inc. | Executive Vice President, Chief Financial Officer and Treasurer | 01-01-2019 | 04-01-2022 |
| | Dominion Equipment II, Inc. | Executive Vice President, Chief Financial Officer and Treasurer | 01-01-2019 | 04-01-2022 |
| | Dominion Equipment, Inc. | Executive Vice President, Chief Financial Officer and Treasurer | 01-01-2019 | 04-01-2022 |
| | Dominion Fairless Hills, Inc. | Executive Vice President, Chief Financial Officer and Treasurer | 01-01-2019 | 04-01-2022 |
| | Dominion First Source, LLC | President | 02-01-2016 | -- |
| | Dominion Fowler Ridge Wind, LLC | Executive Vice President, Chief Financial Officer and Treasurer | 01-01-2019 | 04-01-2022 |
| | Dominion Gas Projects Company, LLC | Executive Vice President, Chief Financial Officer and Treasurer | 01-01-2019 | 04-01-2022 |
| | Dominion Generation, Inc. | Executive Vice President, Chief Financial Officer and Treasurer | 01-01-2019 | 04-01-2022 |
| | Dominion Greenbrier, Inc. | Executive Vice President, Chief Financial Officer and Treasurer | 01-01-2019 | 04-01-2022 |
| | Dominion High Voltage Holdings, Inc. | Executive Vice President, Chief Financial Officer and Treasurer | 01-01-2019 | 04-01-2022 |
| | Dominion High Voltage MidAtlantic, Inc. | Executive Vice President, Chief Financial Officer and Treasurer | 01-01-2019 | 04-01-2022 |
| | Dominion Investments, Inc. | Executive Vice President, Chief Financial Officer and Treasurer | 01-01-2019 | 04-01-2022 |
| | Dominion Keystone Pipeline Holdings, Inc. | Executive Vice President, Chief Financial Officer and Treasurer | 01-01-2019 | 04-01-2022 |
| | Dominion Keystone Pipeline, LLC | Executive Vice President, Chief Financial Officer and Treasurer | 01-01-2019 | 04-01-2022 |
| | Dominion Land Management Company - Williamsburg | Director | 11-01-2018 | -- |
| | Dominion Land Management Company - Williamsburg | President and Treasurer | 02-01-2016 | 04-01-2022 |
| | Dominion Lands - Williamsburg, Inc. | Director | 11-01-2018 | -- |
| | Dominion Lands - Williamsburg, Inc. | President and Treasurer | 02-01-2016 | 04-01-2022 |
| | Dominion Lands, Inc. | Director | 11-01-2018 | -- |
| | Dominion Lands, Inc. | President | 11-01-2018 | -- |
| | Dominion MLP Holding Company III, Inc. | Executive Vice President, Chief Financial Officer and Treasurer | 01-01-2019 | 04-01-2022 |
| | Dominion Mt. Storm Wind, LLC | Executive Vice President, Chief Financial Officer and Treasurer | 01-01-2019 | 04-01-2022 |
| | Dominion Nuclear Projects, Inc. | Executive Vice President, Chief Financial Officer and Treasurer | 01-01-2019 | 04-01-2022 |
| | Dominion Oklahoma Texas Exploration & Production, Inc. | Executive Vice President, Chief Financial Officer and Treasurer | 01-01-2019 | 04-01-2022 |
| | Dominion Person, Inc. | Executive Vice President, Chief Financial Officer and Treasurer | 01-01-2019 | 04-01-2022 |
| | Dominion Privatization Florida, LLC | Executive Vice President, Chief Financial Officer and Treasurer | 01-01-2019 | 04-01-2022 |
| | Dominion Privatization Georgia, LLC | Executive Vice President, Chief Financial Officer and Treasurer | 01-01-2019 | 04-01-2022 |
| | Dominion Privatization Holdings, Inc. | Executive Vice President, Chief Financial Officer and Treasurer | 01-01-2019 | 04-01-2022 |
| | Dominion Privatization Kentucky, LLC | Executive Vice President, Chief Financial Officer and Treasurer | 01-01-2019 | 04-01-2022 |
| | Dominion Privatization Maryland, LLC | Executive Vice President, Chief Financial Officer and Treasurer | 05-08-2020 | 04-01-2022 |
| | Dominion Privatization Pennsylvania, LLC | Executive Vice President, Chief Financial Officer and Treasurer | 05-08-2020 | 04-01-2022 |
| | Dominion Privatization South Carolina, LLC | Executive Vice President, Chief Financial Officer and Treasurer | 01-01-2019 | 04-01-2022 |
| | Dominion Privatization Texas, LLC | Executive Vice President, Chief Financial Officer and Treasurer | 01-01-2019 | 04-01-2022 |
| | Dominion Privatization Virginia, LLC | Executive Vice President, Chief Financial Officer and Treasurer | 01-01-2019 | 04-01-2022 |
| | Dominion Products and Services, Inc. | Executive Vice President, Chief Financial Officer and Treasurer | 01-01-2019 | 04-01-2022 |
| | Dominion Projects Services, Inc. | Executive Vice President, Chief Financial Officer and Treasurer | 01-01-2019 | 04-01-2022 |
| | Dominion Retail Gas Holdings, Inc. | Executive Vice President, Chief Financial Officer and Treasurer | 09-20-2019 | 04-01-2022 |
| | Dominion Solar Holdings IV, LLC | Executive Vice President, Chief Financial Officer and Treasurer | 01-01-2019 | 04-01-2022 |
| | Dominion Solar Projects C, Inc. | Executive Vice President, Chief Financial Officer and Treasurer | 01-01-2019 | 04-01-2022 |
| | Dominion Solar Projects D, Inc. | Executive Vice President, Chief Financial Officer and Treasurer | 01-01-2019 | 04-01-2022 |
| | Dominion Solar Projects III, Inc. | Executive Vice President, Chief Financial Officer and Treasurer | 01-01-2019 | 04-01-2022 |
| | Dominion Solar Projects IV, Inc. | Executive Vice President, Chief Financial Officer and Treasurer | 01-01-2019 | 04-01-2022 |
| | Dominion Solar Projects V, Inc. | Executive Vice President, Chief Financial Officer and Treasurer | 01-01-2019 | 04-01-2022 |
| | Dominion Solar Projects VI, Inc. | Executive Vice President, Chief Financial Officer and Treasurer | 01-01-2019 | 04-01-2022 |
| | Dominion Solar Projects VII, Inc. | Executive Vice President, Chief Financial Officer and Treasurer | 05-28-2019 | 04-01-2022 |
| | Dominion Solar Services, Inc. | Executive Vice President, Chief Financial Officer and Treasurer | 01-01-2019 | 04-01-2022 |
| | Dominion State Line, LLC | Executive Vice President, Chief Financial Officer and Treasurer | 01-01-2019 | 04-01-2022 |
| | Dominion Systems Group, LLC | President and Treasurer | 02-01-2016 | 04-01-2022 |
| | Dominion Voltage, Inc. | Executive Vice President, Chief Financial Officer and Treasurer | 01-01-2019 | 04-01-2022 |
| | Dominion Wholesale, Inc. | Executive Vice President, Chief Financial Officer and Treasurer | 01-01-2019 | 04-01-2022 |
| | Dominion Wind Development, LLC | Executive Vice President, Chief Financial Officer and Treasurer | 01-01-2019 | 04-01-2022 |
| | Dominion Wind Projects, Inc. | Executive Vice President, Chief Financial Officer and Treasurer | 01-01-2019 | 04-01-2022 |
| | Eagle Holdco Solar, LLC | Executive Vice President, Chief Financial Officer and Treasurer | 01-01-2019 | 04-01-2022 |
| | Eagle Solar, LLC | Executive Vice President, Chief Financial Officer and Treasurer | 01-01-2019 | 04-01-2022 |
| | Eastern Shore Solar LLC | Executive Vice President, Chief Financial Officer and Treasurer | 01-01-2019 | 04-01-2022 |
| | ESCT-SA-Suffield, LLC | Executive Vice President, Chief Financial Officer and Treasurer | 11-13-2020 | 04-01-2022 |
| | Fremont Farm, LLC | Executive Vice President, Chief Financial Officer and Treasurer | 01-01-2019 | 04-01-2022 |
| | Governor's Land Associates | Director | 03-31-2017 | -- |
| | Governor's Land Associates | President and Treasurer | 03-31-2017 | 04-01-2022 |
| | Greenville County Solar Project, LLC | Executive Vice President, Chief Financial Officer and Treasurer | 08-06-2019 | 04-01-2022 |
| | Hardin Solar Energy LLC | Executive Vice President, Chief Financial Officer and Treasurer | 06-01-2020 | 04-01-2022 |
| | Hecate Energy Cherrydale LLC | Executive Vice President, Chief Financial Officer and Treasurer | 01-01-2019 | 04-01-2022 |
| | Hecate Energy Clarke County LLC | Executive Vice President, Chief Financial Officer and Treasurer | 01-01-2019 | 04-01-2022 |
| | Hope Gas, Inc. | Executive Vice President, Chief Financial Officer and Treasurer | 01-01-2019 | 04-01-2022 |
| | Innovative Solar 37, LLC | Executive Vice President, Chief Financial Officer and Treasurer | 01-01-2019 | 04-01-2022 |
| | Louisiana Hydroelectric Capital, LLC | President | 02-01-2016 | -- |
| | Moffett Solar 1, LLC | Executive Vice President, Chief Financial Officer and Treasurer | 01-01-2019 | 04-01-2022 |
| | Moorings Farm 2, LLC | Executive Vice President, Chief Financial Officer and Treasurer | 01-01-2019 | 04-01-2022 |

| Name | Entity | Title | Effective Date | End Date |
|-------------------------|--|---|----------------|------------|
| | Mustang Solar, LLC | Executive Vice President, Chief Financial Officer and Treasurer | 01-01-2019 | 04-01-2022 |
| | Pikeville Farm, LLC | Executive Vice President, Chief Financial Officer and Treasurer | 01-01-2019 | 04-01-2022 |
| | Prairie Fork Wind Farm, LLC | Executive Vice President, Chief Financial Officer and Treasurer | 01-01-2019 | 04-01-2022 |
| | PSNC Blue Ridge Corporation | Executive Vice President, Chief Financial Officer and Treasurer | 12-01-2019 | 04-01-2022 |
| | PSNC Cardinal Pipeline Company | Executive Vice President, Chief Financial Officer and Treasurer | 12-01-2019 | 04-01-2022 |
| | Public Service Company of North Carolina, Incorporated | Executive Vice President, Chief Financial Officer and Treasurer | 12-01-2019 | 04-01-2022 |
| | QPC Holding Company, LLC | Executive Vice President, Chief Financial Officer and Treasurer | 11-04-2019 | 12-31-2021 |
| | Questar Energy Services, Inc. | Executive Vice President, Chief Financial Officer and Treasurer | 01-01-2019 | 12-31-2021 |
| | Questar Field Services, LLC | Executive Vice President, Chief Financial Officer and Treasurer | 01-01-2019 | 12-31-2021 |
| | Questar Gas Company | Director | 11-01-2018 | -- |
| | Questar Gas Company | Executive Vice President, Chief Financial Officer and Treasurer | 01-01-2019 | 04-01-2022 |
| | Questar InfoComm, Inc. | Executive Vice President, Chief Financial Officer and Treasurer | 01-01-2019 | 04-01-2022 |
| | Questar Southern Trails Pipeline Company | Executive Vice President, Chief Financial Officer and Treasurer | 01-01-2019 | 12-31-2021 |
| | Ridgeland Solar Farm I, LLC | Executive Vice President, Chief Financial Officer and Treasurer | 01-01-2019 | 04-01-2022 |
| | SCANA Corporate Security Services, Inc. | Executive Vice President, Chief Financial Officer and Treasurer | 12-01-2019 | 04-01-2022 |
| | SCANA Corporation | Executive Vice President, Chief Financial Officer and Treasurer | 12-01-2019 | 04-01-2022 |
| | Scott-II Solar LLC | Executive Vice President, Chief Financial Officer and Treasurer | 01-01-2019 | 04-01-2022 |
| | Seabrook Solar, LLC | Executive Vice President, Chief Financial Officer and Treasurer | 09-20-2019 | 04-01-2022 |
| | Siler Solar, LLC | Executive Vice President, Chief Financial Officer and Treasurer | 01-01-2019 | 04-01-2022 |
| | Sol Madison Solar, LLC | Executive Vice President, Chief Financial Officer and Treasurer | 07-29-2020 | 04-01-2022 |
| | South Carolina Fuel Company, Inc. | Executive Vice President, Chief Financial Officer and Treasurer | 02-01-2021 | 04-01-2022 |
| | South Carolina Generating Company, Inc. | Executive Vice President, Chief Financial Officer and Treasurer | 02-01-2021 | 04-01-2022 |
| | Southampton Solar LLC | Executive Vice President, Chief Financial Officer and Treasurer | 01-01-2019 | 04-01-2022 |
| | Stonehouse Development Company, LLC | President and Treasurer | 02-01-2016 | 04-01-2022 |
| | Summit Farms Solar, LLC | Executive Vice President, Chief Financial Officer and Treasurer | 01-01-2019 | 04-01-2022 |
| | Sussex Drive Solar Project, LLC | Executive Vice President, Chief Financial Officer and Treasurer | 01-01-2019 | 04-01-2022 |
| | The East Ohio Gas Company | Executive Vice President, Chief Financial Officer and Treasurer | 01-01-2019 | 04-01-2022 |
| | Trask East Solar, LLC | Executive Vice President, Chief Financial Officer and Treasurer | 10-06-2020 | 04-01-2022 |
| | Tredegar Solar Fund I, LLC | Executive Vice President, Chief Financial Officer and Treasurer | 01-01-2019 | 04-01-2022 |
| | TWE Myrtle Solar Project, LLC | Executive Vice President, Chief Financial Officer and Treasurer | 08-06-2019 | 04-01-2022 |
| | Vidalia Gichner Holdings, Inc. | Director | 02-01-2016 | -- |
| | Vidalia Gichner Holdings, Inc. | President and Treasurer | 02-01-2016 | 04-01-2022 |
| | Virginia Electric and Power Company | Executive Vice President, Chief Financial Officer and Treasurer | 01-01-2019 | 04-01-2022 |
| | Virginia Power Fuel Corporation | Executive Vice President, Chief Financial Officer and Treasurer | 01-01-2019 | 04-01-2022 |
| | Virginia Power Nuclear Services Company | Executive Vice President, Chief Financial Officer and Treasurer | 01-01-2019 | 04-01-2022 |
| | Virginia Power Services Energy Corp., Inc. | Executive Vice President, Chief Financial Officer and Treasurer | 01-01-2019 | 04-01-2022 |
| | Virginia Power Services, LLC | Executive Vice President, Chief Financial Officer and Treasurer | 01-01-2019 | 04-01-2022 |
| | Virginia Solar 2017 Projects LLC | Executive Vice President, Chief Financial Officer and Treasurer | 01-01-2019 | 04-01-2022 |
| | VP Property, Inc. | Executive Vice President, Chief Financial Officer and Treasurer | 01-01-2019 | 04-01-2022 |
| | Wakefield Solar, LLC | Executive Vice President, Chief Financial Officer and Treasurer | 01-01-2019 | 04-01-2022 |
| | Wexpro Company | Executive Vice President, Chief Financial Officer and Treasurer | 01-01-2019 | 04-01-2022 |
| | Wexpro Development Company | Executive Vice President, Chief Financial Officer and Treasurer | 01-01-2019 | 04-01-2022 |
| | Wexpro II Company | Executive Vice President, Chief Financial Officer and Treasurer | 01-01-2019 | 04-01-2022 |
| | Wilkinson Solar LLC | Executive Vice President, Chief Financial Officer and Treasurer | 11-18-2019 | 04-01-2022 |
| | Wilshire Holdings LLC | President and Treasurer | 02-01-2016 | 04-01-2022 |
| | Yemassee Solar, LLC | Executive Vice President, Chief Financial Officer and Treasurer | 08-07-2020 | 04-01-2022 |
| Conway, Kelly K. | 96WI BME LLC | Controller | 01-01-2018 | -- |
| | Blackville Solar Farm, LLC | Controller | 05-29-2020 | -- |
| | Blue Ocean Energy Marine, LLC | Controller | 05-11-2020 | -- |
| | BOE Holdings, Inc. | Controller | 05-26-2020 | -- |
| | BrightSuite Home Solar, Inc. | Controller | 08-20-2021 | -- |
| | BrightSuite Home, LLC | Controller | 08-30-2018 | -- |
| | BrightSuite Solar CT, Inc. | Controller | 10-13-2020 | -- |
| | BrightSuite Solar Development, LLC | Controller | 03-25-2021 | -- |
| | BrightSuite Solar SC, Inc. | Controller | 08-06-2020 | -- |
| | BrightSuite Solar VA, Inc. | Controller | 08-14-2019 | -- |
| | BrightSuite, Inc. | Controller | 08-30-2018 | -- |
| | Buckingham Solar I LLC | Controller | 01-01-2018 | -- |
| | CEA Dairy RNG Colorado, LLC | Controller | 11-01-2020 | 04-01-2022 |
| | CEA Dairy RNG Georgia, LLC | Controller | 11-01-2020 | 04-01-2022 |
| | CEA Dairy RNG Idaho, LLC | Controller | 01-11-2021 | 04-01-2022 |
| | CEA Dairy RNG Kansas, LLC | Controller | 03-03-2021 | 04-01-2022 |
| | CEA Dairy RNG Nevada, LLC | Controller | 11-01-2020 | 04-01-2022 |
| | CEA Dairy RNG New Mexico, LLC | Controller | 11-01-2020 | 04-01-2022 |
| | CEA Dairy RNG Texas, LLC | Controller | 11-01-2020 | 04-01-2022 |
| | Clean Energy Asset USA LLC | Controller | 11-01-2020 | 04-01-2022 |
| | Clean Energy Enterprises, Inc. | Controller | 11-01-2020 | 04-01-2022 |
| | Clipperton Holdings LLC | Controller | 01-01-2018 | -- |
| | CNG Coal Company | Controller | 11-01-2020 | -- |
| | CNG Power Services Corporation | Controller | 01-01-2018 | -- |
| | Correctional Solar LLC | Controller | 01-01-2018 | -- |
| | Dairy RNG Holdings, LLC | Controller | 11-01-2020 | 04-01-2022 |
| | DE Arlington Solar, LLC | Controller | 07-24-2020 | -- |
| | DE Fluvanna Solar, LLC | Controller | 11-12-2019 | -- |
| | DE Hanover Solar, LLC | Controller | 11-12-2019 | -- |
| | DE Henrico Solar, LLC | Controller | 09-17-2020 | -- |
| | DE King William Solar, LLC | Controller | 11-12-2019 | -- |
| | DE Louisa Solar, LLC | Controller | 05-08-2020 | -- |
| | DE Newport News Solar, LLC | Controller | 05-08-2020 | -- |
| | DE Powhatan Solar, LLC | Controller | 11-12-2019 | -- |
| | DE Virginia Beach Solar, LLC | Controller | 07-06-2020 | -- |
| | DECP Holdings, Inc. | Controller | 10-20-2020 | -- |
| | Denmark Solar, LLC | Controller | 05-29-2020 | -- |
| | DEO Alternative Fuel, LLC | Controller | 08-30-2021 | 04-01-2022 |
| | Dominion ACP Holding, Inc. | Controller | 11-01-2020 | -- |
| | Dominion Atlantic Coast Pipeline, LLC | Controller | 11-01-2020 | -- |
| | Dominion Cogen WV, Inc. | Controller | 01-01-2018 | -- |
| | Dominion Energy Birdseye Holdings, Inc. | Controller | 05-05-2021 | -- |
| | Dominion Energy Fuel Services, Inc. | Controller | 11-01-2020 | -- |
| | Dominion Energy Gas Distribution, LLC | Controller | 11-01-2020 | 04-01-2022 |
| | Dominion Energy Generation Marketing, Inc. | Controller | 01-01-2018 | -- |
| | Dominion Energy Kewaunee, Inc. | Controller | 01-01-2018 | -- |
| | Dominion Energy Marketplace, LLC | Controller | 08-30-2018 | -- |
| | Dominion Energy Nuclear Connecticut, Inc. | Controller | 01-01-2018 | -- |
| | Dominion Energy Overthrust Pipeline, LLC | Controller | 11-01-2020 | 12-31-2021 |
| | Dominion Energy Questar Pipeline Services, Inc. | Controller | 11-01-2020 | 12-31-2021 |
| | Dominion Energy Questar Pipeline, LLC | Controller | 11-01-2020 | 12-31-2021 |
| | Dominion Energy RNG Holdings II, Inc. | Controller | 11-01-2020 | 04-01-2022 |
| | Dominion Energy RNG Holdings, Inc. | Controller | 11-01-2020 | 04-01-2022 |
| | Dominion Energy Solar CA, LLC | Controller | 01-01-2018 | -- |
| | Dominion Energy Technical Solutions, Inc. | Controller | 01-01-2018 | -- |
| | Dominion Energy Terminal Company, Inc. | Controller | 01-01-2018 | -- |
| | Dominion Energy Wexpro Services Company | Controller | 11-01-2020 | 04-01-2022 |

| Name | Entity | Title | Effective Date | End Date |
|--------------------------|--|---------------------|----------------|------------|
| | Dominion Equipment III, Inc. | Controller | 01-01-2018 | -- |
| | Dominion Equipment, Inc. | Controller | 01-01-2018 | -- |
| | Dominion Fairless Hills, Inc. | Controller | 01-01-2018 | -- |
| | Dominion Fowler Ridge Wind, LLC | Controller | 01-01-2018 | -- |
| | Dominion Gas Projects Company, LLC | Controller | 11-01-2020 | -- |
| | Dominion Generation, Inc. | Controller | 01-01-2018 | -- |
| | Dominion Greenbrier, Inc. | Controller | 11-01-2020 | -- |
| | Dominion High Voltage Holdings, Inc. | Controller | 01-01-2018 | -- |
| | Dominion High Voltage MidAtlantic, Inc. | Controller | 01-01-2018 | -- |
| | Dominion Keystone Pipeline Holdings, Inc. | Controller | 11-01-2020 | -- |
| | Dominion Keystone Pipeline, LLC | Controller | 11-01-2020 | -- |
| | Dominion MLP Holding Company III, Inc. | Controller | 11-01-2020 | -- |
| | Dominion Mt. Storm Wind, LLC | Controller | 01-01-2018 | -- |
| | Dominion Nuclear Projects, Inc. | Controller | 01-01-2018 | -- |
| | Dominion Oklahoma Texas Exploration & Production, Inc. | Controller | 11-01-2020 | -- |
| | Dominion Person, Inc. | Controller | 01-01-2018 | -- |
| | Dominion Privatization Florida, LLC | Controller | 01-01-2018 | -- |
| | Dominion Privatization Georgia, LLC | Controller | 01-01-2018 | -- |
| | Dominion Privatization Holdings, Inc. | Controller | 01-01-2018 | -- |
| | Dominion Privatization Kentucky, LLC | Controller | 01-01-2018 | -- |
| | Dominion Privatization Maryland, LLC | Controller | 05-08-2020 | -- |
| | Dominion Privatization Pennsylvania, LLC | Controller | 05-08-2020 | -- |
| | Dominion Privatization South Carolina, LLC | Controller | 01-01-2018 | -- |
| | Dominion Privatization Texas, LLC | Controller | 01-01-2018 | -- |
| | Dominion Privatization Virginia, LLC | Controller | 07-18-2018 | -- |
| | Dominion Products and Services, Inc. | Controller | 11-01-2020 | -- |
| | Dominion Retail Gas Holdings, Inc. | Controller | 11-01-2020 | -- |
| | Dominion Solar Holdings IV, LLC | Controller | 01-01-2018 | -- |
| | Dominion Solar Projects C, Inc. | Controller | 01-01-2018 | -- |
| | Dominion Solar Projects D, Inc. | Controller | 01-01-2018 | -- |
| | Dominion Solar Projects III, Inc. | Controller | 01-01-2018 | -- |
| | Dominion Solar Projects IV, Inc. | Controller | 01-01-2018 | -- |
| | Dominion Solar Projects V, Inc. | Controller | 01-01-2018 | -- |
| | Dominion Solar Projects VI, Inc. | Controller | 06-04-2018 | -- |
| | Dominion Solar Projects VII, Inc. | Controller | 05-28-2019 | -- |
| | Dominion Solar Services, Inc. | Controller | 01-01-2018 | -- |
| | Dominion State Line, LLC | Controller | 01-01-2018 | -- |
| | Dominion Voltage, Inc. | Controller | 05-19-2020 | -- |
| | Dominion Wholesale, Inc. | Controller | 01-01-2018 | -- |
| | Dominion Wind Development, LLC | Controller | 01-01-2018 | -- |
| | Dominion Wind Projects, Inc. | Controller | 01-01-2018 | -- |
| | Eagle Holdco Solar, LLC | Controller | 08-01-2018 | -- |
| | Eagle Solar, LLC | Controller | 08-01-2018 | -- |
| | Eastern Shore Solar LLC | Controller | 01-01-2018 | -- |
| | ESCT-SA-Suffield, LLC | Controller | 11-13-2020 | -- |
| | Fremont Farm, LLC | Controller | 01-01-2018 | -- |
| | Greensville County Solar Project, LLC | Controller | 08-06-2019 | -- |
| | Hardin Solar Energy LLC | Controller | 06-01-2020 | -- |
| | Hecate Energy Cherrydale LLC | Controller | 01-01-2018 | -- |
| | Hecate Energy Clarke County LLC | Controller | 01-01-2018 | -- |
| | Hope Gas, Inc. | Controller | 11-01-2020 | 04-01-2022 |
| | Innovative Solar 37, LLC | Controller | 01-01-2018 | -- |
| | Moffett Solar 1, LLC | Controller | 01-01-2018 | -- |
| | Moorings Farm 2, LLC | Controller | 01-01-2018 | -- |
| | Mustang Solar, LLC | Controller | 01-01-2018 | -- |
| | Pikeville Farm, LLC | Controller | 01-01-2018 | -- |
| | Prairie Fork Wind Farm, LLC | Controller | 01-01-2018 | -- |
| | PSNC Blue Ridge Corporation | Controller | 11-01-2020 | 04-01-2022 |
| | PSNC Cardinal Pipeline Company | Controller | 11-01-2020 | 04-01-2022 |
| | Public Service Company of North Carolina, Incorporated | Controller | 11-01-2020 | 04-01-2022 |
| | QPC Holding Company, LLC | Controller | 11-01-2020 | 12-31-2021 |
| | Questar Energy Services, Inc. | Controller | 11-01-2020 | 12-31-2021 |
| | Questar Field Services, LLC | Controller | 11-01-2020 | 12-31-2021 |
| | Questar Gas Company | Controller | 11-01-2020 | 04-01-2022 |
| | Questar InfoComm, Inc. | Controller | 11-01-2020 | -- |
| | Questar Southern Trails Pipeline Company | Controller | 11-01-2020 | 12-31-2021 |
| | Ridgeland Solar Farm I, LLC | Controller | 01-01-2018 | -- |
| | Scott-II Solar LLC | Controller | 01-01-2018 | -- |
| | Seabrook Solar, LLC | Controller | 09-20-2019 | -- |
| | Siler Solar, LLC | Controller | 07-11-2018 | -- |
| | Sol Madison Solar, LLC | Controller | 07-29-2020 | -- |
| | Southampton Solar LLC | Controller | 01-01-2018 | -- |
| | Summit Farms Solar, LLC | Controller | 01-01-2018 | -- |
| | Sussex Drive Solar Project, LLC | Controller | 01-01-2018 | -- |
| | The East Ohio Gas Company | Controller | 11-01-2020 | 04-01-2022 |
| | Trask East Solar, LLC | Controller | 10-06-2020 | -- |
| | TWE Myrtle Solar Project, LLC | Controller | 08-06-2019 | -- |
| | Virginia Electric and Power Company | Controller | 01-01-2018 | -- |
| | Virginia Power Fuel Corporation | Controller | 12-01-2019 | -- |
| | Virginia Power Nuclear Services Company | Controller | 01-01-2018 | -- |
| | Virginia Power Services Energy Corp., Inc. | Controller | 01-01-2018 | -- |
| | Virginia Power Services, LLC | Controller | 01-01-2018 | -- |
| | Virginia Solar 2017 Projects LLC | Controller | 01-01-2018 | -- |
| | VP Property, Inc. | Controller | 12-01-2019 | -- |
| | Wakefield Solar, LLC | Controller | 01-01-2018 | -- |
| | Wexpro Company | Controller | 11-01-2020 | 04-01-2022 |
| | Wexpro Development Company | Controller | 11-01-2020 | 04-01-2022 |
| | Wexpro II Company | Controller | 11-01-2020 | 04-01-2022 |
| | Wilkinson Solar LLC | Controller | 11-18-2019 | -- |
| | Yemassee Solar, LLC | Controller | 08-07-2020 | -- |
| Doggett, Karen W. | 96WI RME LLC | Assistant Secretary | 03-23-2017 | -- |
| | Atlantic Coast Pipeline, LLC | Assistant Secretary | 09-25-2014 | -- |
| | Blackville Solar Farm, LLC | Assistant Secretary | 05-29-2020 | -- |
| | Blue Ocean Energy Marine, LLC | Assistant Secretary | 05-11-2020 | -- |
| | BOE Holdings, Inc. | Assistant Secretary | 05-26-2020 | -- |
| | BrightSuite Home Solar, Inc. | Assistant Secretary | 08-20-2021 | -- |
| | BrightSuite Home, LLC | Assistant Secretary | 08-30-2018 | -- |
| | BrightSuite Solar CT, Inc. | Assistant Secretary | 10-13-2020 | -- |
| | BrightSuite Solar Development, LLC | Assistant Secretary | 03-25-2021 | -- |
| | BrightSuite Solar SC, Inc. | Assistant Secretary | 08-06-2020 | -- |
| | BrightSuite Solar VA, Inc. | Assistant Secretary | 08-14-2019 | -- |
| | BrightSuite, Inc. | Assistant Secretary | 08-30-2018 | -- |
| | Buckingham Solar I LLC | Assistant Secretary | 11-21-2016 | -- |

| Name | Entity | Title | Effective Date | End Date |
|------|--|-------------------------------|----------------|------------|
| | CEA Dairy RNG Colorado, LLC | Assistant Secretary | 01-10-2020 | -- |
| | CEA Dairy RNG Georgia, LLC | Assistant Secretary | 01-10-2020 | -- |
| | CEA Dairy RNG Idaho, LLC | Assistant Secretary | 01-11-2021 | -- |
| | CEA Dairy RNG Kansas, LLC | Assistant Secretary | 03-03-2021 | -- |
| | CEA Dairy RNG Nevada, LLC | Assistant Secretary | 01-10-2020 | -- |
| | CEA Dairy RNG New Mexico, LLC | Assistant Secretary | 01-10-2020 | -- |
| | CEA Dairy RNG Texas, LLC | Assistant Secretary | 08-26-2020 | -- |
| | Clean Energy Asset USA LLC | Assistant Secretary | 11-14-2019 | -- |
| | Clean Energy Enterprises, Inc. | Assistant Secretary | 01-01-2019 | -- |
| | Clipperton Holdings LLC | Assistant Secretary | 10-04-2017 | -- |
| | CNG Coal Company | Assistant Secretary | 01-01-2014 | -- |
| | CNG Power Services Corporation | Assistant Secretary | 01-01-2014 | -- |
| | Correctional Solar LLC | Assistant Secretary | 11-21-2016 | -- |
| | Dairy RNG Holdings, LLC | Assistant Secretary | 01-08-2020 | -- |
| | DE Arlington Solar, LLC | Assistant Secretary | 07-24-2020 | -- |
| | DE Fluvanna Solar, LLC | Assistant Secretary | 11-12-2019 | -- |
| | DE Hanover Solar, LLC | Assistant Secretary | 11-12-2019 | -- |
| | DE Henrico Solar, LLC | Assistant Secretary | 09-17-2020 | -- |
| | DE King William Solar, LLC | Assistant Secretary | 11-12-2019 | -- |
| | DE Louisa Solar, LLC | Assistant Secretary | 05-08-2020 | -- |
| | DE Newport News Solar, LLC | Assistant Secretary | 05-08-2020 | -- |
| | DE Powhatan Solar, LLC | Assistant Secretary | 11-12-2019 | -- |
| | DE Virginia Beach Solar, LLC | Assistant Secretary | 07-06-2020 | -- |
| | DECP Holdings, Inc. | Assistant Secretary | 10-20-2020 | -- |
| | Denmark Solar, LLC | Assistant Secretary | 05-29-2020 | -- |
| | DEO Alternative Fuel, LLC | Assistant Secretary | 08-30-2021 | -- |
| | Dominion ACP Holding, Inc. | Assistant Secretary | 08-27-2014 | -- |
| | Dominion Alternative Energy Holdings, Inc. | Assistant Secretary | 01-01-2014 | -- |
| | Dominion Atlantic Coast Pipeline, LLC | Assistant Secretary | 08-28-2014 | -- |
| | Dominion Capital REMIC, Inc. | Secretary | 01-01-2014 | -- |
| | Dominion Capital Ventures Corporation | Secretary | 01-01-2014 | -- |
| | Dominion Capital, Inc. | Secretary | 01-01-2014 | -- |
| | Dominion Cogen WV, Inc. | Assistant Secretary | 01-01-2014 | -- |
| | Dominion Energy Birdseye Holdings, Inc. | Assistant Secretary | 05-05-2021 | -- |
| | Dominion Energy Fuel Services, Inc. | Assistant Secretary | 01-01-2014 | -- |
| | Dominion Energy Gas Distribution, LLC | Assistant Corporate Secretary | 10-01-2019 | -- |
| | Dominion Energy Generation Marketing, Inc. | Assistant Secretary | 01-01-2014 | -- |
| | Dominion Energy Kewaunee, Inc. | Assistant Secretary | 01-01-2014 | -- |
| | Dominion Energy Marketplace, LLC | Assistant Secretary | 08-30-2018 | -- |
| | Dominion Energy Nuclear Connecticut, Inc. | Assistant Secretary | 01-01-2014 | -- |
| | Dominion Energy Overthrust Pipeline, LLC | Assistant Secretary | 09-16-2016 | 12-31-2021 |
| | Dominion Energy Payroll Company, Inc. | Assistant Secretary | 01-01-2014 | -- |
| | Dominion Energy Questar Corporation | Assistant Secretary | 09-16-2016 | -- |
| | Dominion Energy Questar Pipeline Services, Inc. | Assistant Secretary | 09-16-2016 | 12-31-2021 |
| | Dominion Energy Questar Pipeline, LLC | Assistant Secretary | 09-16-2016 | 12-31-2021 |
| | Dominion Energy RNG Holdings II, Inc. | Assistant Secretary | 09-24-2019 | -- |
| | Dominion Energy RNG Holdings, Inc. | Assistant Secretary | 10-30-2018 | -- |
| | Dominion Energy Services, Inc. | Assistant Corporate Secretary | 05-18-2010 | -- |
| | Dominion Energy Solar CA, LLC | Assistant Secretary | 06-25-2015 | -- |
| | Dominion Energy South Carolina, Inc. | Assistant Secretary | 01-01-2019 | -- |
| | Dominion Energy Southeast Services, Inc. | Assistant Secretary | 01-01-2019 | -- |
| | Dominion Energy Technical Solutions, Inc. | Assistant Secretary | 01-01-2014 | -- |
| | Dominion Energy Technologies II, Inc. | Assistant Secretary | 01-01-2014 | -- |
| | Dominion Energy Technologies, Inc. | Assistant Secretary | 01-01-2014 | -- |
| | Dominion Energy Terminal Company, Inc. | Assistant Secretary | 01-01-2014 | -- |
| | Dominion Energy Wexpro Services Company | Assistant Secretary | 06-19-2017 | -- |
| | Dominion Energy, Inc. | Assistant Corporate Secretary | 07-01-2010 | -- |
| | Dominion Equipment III, Inc. | Assistant Secretary | 01-01-2014 | -- |
| | Dominion Equipment, Inc. | Assistant Secretary | 01-01-2014 | -- |
| | Dominion Fairless Hills, Inc. | Assistant Secretary | 01-01-2014 | -- |
| | Dominion First Source, LLC | Secretary | 01-01-2014 | -- |
| | Dominion Fowler Ridge Wind, LLC | Assistant Secretary | 01-01-2014 | -- |
| | Dominion Gas Projects Company, LLC | Assistant Secretary | 01-01-2014 | -- |
| | Dominion Generation, Inc. | Assistant Corporate Secretary | 01-01-2014 | -- |
| | Dominion Greenbrier, Inc. | Assistant Secretary | 01-01-2014 | -- |
| | Dominion High Voltage Holdings, Inc. | Assistant Secretary | 01-01-2014 | -- |
| | Dominion High Voltage MidAtlantic, Inc. | Assistant Secretary | 02-25-2014 | -- |
| | Dominion Investments, Inc. | Assistant Secretary | 01-01-2014 | -- |
| | Dominion Keystone Pipeline Holdings, Inc. | Assistant Secretary | 01-01-2014 | -- |
| | Dominion Keystone Pipeline, LLC | Assistant Secretary | 01-01-2014 | -- |
| | Dominion Land Management Company - Williamsburg | Secretary | 01-01-2014 | -- |
| | Dominion Lands - Williamsburg, Inc. | Secretary | 01-01-2014 | -- |
| | Dominion Lands, Inc. | Secretary | 01-01-2014 | -- |
| | Dominion MLP Holding Company III, Inc. | Assistant Secretary | 09-24-2015 | -- |
| | Dominion Mt. Storm Wind, LLC | Assistant Secretary | 01-01-2014 | -- |
| | Dominion Nuclear Projects, Inc. | Assistant Secretary | 01-01-2014 | -- |
| | Dominion Oklahoma Texas Exploration & Production, Inc. | Assistant Secretary | 01-01-2014 | -- |
| | Dominion Person, Inc. | Assistant Secretary | 01-01-2014 | -- |
| | Dominion Privatization Florida, LLC | Assistant Secretary | 01-29-2014 | -- |
| | Dominion Privatization Georgia, LLC | Assistant Secretary | 01-29-2014 | -- |
| | Dominion Privatization Holdings, Inc. | Assistant Secretary | 01-01-2014 | -- |
| | Dominion Privatization Kentucky, LLC | Assistant Secretary | 01-29-2014 | -- |
| | Dominion Privatization Maryland, LLC | Assistant Secretary | 05-08-2020 | -- |
| | Dominion Privatization Pennsylvania, LLC | Assistant Secretary | 05-08-2020 | -- |
| | Dominion Privatization South Carolina, LLC | Assistant Secretary | 01-29-2014 | -- |
| | Dominion Privatization Texas, LLC | Assistant Secretary | 01-29-2014 | -- |
| | Dominion Privatization Virginia, LLC | Assistant Secretary | 07-18-2018 | -- |
| | Dominion Products and Services, Inc. | Assistant Secretary | 01-01-2014 | -- |
| | Dominion Projects Services, Inc. | Assistant Secretary | 03-18-2015 | -- |
| | Dominion Retail Gas Holdings, Inc. | Assistant Secretary | 09-20-2019 | -- |
| | Dominion Solar Holdings IV, LLC | Assistant Secretary | 04-19-2016 | -- |
| | Dominion Solar Projects C, Inc. | Assistant Secretary | 04-14-2016 | -- |
| | Dominion Solar Projects D, Inc. | Assistant Secretary | 04-14-2016 | -- |
| | Dominion Solar Projects III, Inc. | Assistant Secretary | 04-07-2015 | -- |
| | Dominion Solar Projects IV, Inc. | Assistant Secretary | 10-30-2015 | -- |
| | Dominion Solar Projects V, Inc. | Assistant Secretary | 08-05-2016 | -- |
| | Dominion Solar Projects VI, Inc. | Assistant Secretary | 06-04-2018 | -- |
| | Dominion Solar Projects VII, Inc. | Assistant Secretary | 05-28-2019 | -- |
| | Dominion Solar Services, Inc. | Assistant Secretary | 08-10-2015 | -- |
| | Dominion State Line, LLC | Assistant Secretary | 01-01-2014 | -- |
| | Dominion Systems Group, LLC | Secretary | 01-01-2014 | -- |
| | Dominion Voltage, Inc. | Assistant Secretary | 01-01-2014 | -- |
| | Dominion Wholesale, Inc. | Assistant Secretary | 01-01-2014 | -- |

| Name | Entity | Title | Effective Date | End Date |
|---------------------------|--|--|----------------|------------|
| | Dominion Wind Development, LLC | Assistant Secretary | 01-21-2014 | -- |
| | Dominion Wind Projects, Inc. | Assistant Secretary | 01-01-2014 | -- |
| | Eagle Holdco Solar, LLC | Assistant Secretary | 08-01-2018 | -- |
| | Eagle Solar, LLC | Assistant Secretary | 08-01-2018 | -- |
| | Eastern Shore Solar LLC | Assistant Secretary | 11-12-2015 | -- |
| | ESCT-SA-Suffield, LLC | Assistant Secretary | 11-13-2020 | -- |
| | Fremont Farm, LLC | Assistant Secretary | 06-29-2017 | -- |
| | Governor's Land Associates | Secretary | 03-31-2017 | -- |
| | Greenville County Solar Project, LLC | Assistant Secretary | 08-06-2019 | -- |
| | Hardin Solar Energy LLC | Assistant Secretary | 06-01-2020 | -- |
| | Hecate Energy Cherrydale LLC | Assistant Secretary | 09-05-2017 | -- |
| | Hecate Energy Clarke County LLC | Assistant Secretary | 06-28-2017 | -- |
| | Hope Gas, Inc. | Assistant Secretary | 01-01-2014 | -- |
| | Innovative Solar 37, LLC | Assistant Secretary | 05-11-2017 | -- |
| | Louisiana Hydroelectric Capital, LLC | Secretary | 01-01-2014 | -- |
| | Moffett Solar 1, LLC | Assistant Secretary | 11-21-2016 | -- |
| | Moorings Farm 2, LLC | Assistant Secretary | 06-29-2017 | -- |
| | Mustang Solar, LLC | Assistant Secretary | 12-15-2017 | -- |
| | Pikeville Farm, LLC | Assistant Secretary | 10-18-2017 | -- |
| | Prairie Fork Wind Farm, LLC | Assistant Secretary | 01-01-2014 | -- |
| | PSNC Blue Ridge Corporation | Assistant Secretary | 01-01-2019 | -- |
| | PSNC Cardinal Pipeline Company | Assistant Secretary | 01-01-2019 | -- |
| | Public Service Company of North Carolina, Incorporated | Assistant Secretary | 01-01-2019 | -- |
| | QPC Holding Company, LLC | Assistant Secretary | 11-04-2019 | 12-31-2021 |
| | Questar Energy Services, Inc. | Assistant Secretary | 09-16-2016 | 12-31-2021 |
| | Questar Field Services, LLC | Assistant Secretary | 09-16-2016 | 12-31-2021 |
| | Questar Gas Company | Assistant Secretary | 09-16-2016 | -- |
| | Questar InfoComm, Inc. | Assistant Secretary | 09-16-2016 | -- |
| | Questar Southern Trails Pipeline Company | Assistant Secretary | 09-16-2016 | 12-31-2021 |
| | Ridgeland Solar Farm I, LLC | Assistant Secretary | 11-21-2016 | -- |
| | SCANA Corporate Security Services, Inc. | Assistant Secretary | 01-01-2019 | -- |
| | SCANA Corporation | Assistant Secretary | 01-01-2019 | -- |
| | Scott-II Solar LLC | Assistant Secretary | 11-21-2016 | -- |
| | Seabrook Solar, LLC | Assistant Secretary | 09-20-2019 | -- |
| | Siler Solar, LLC | Assistant Secretary | 07-11-2018 | -- |
| | Sol Madison Solar, LLC | Assistant Secretary | 07-29-2020 | -- |
| | South Carolina Fuel Company, Inc. | Assistant Secretary | 01-01-2019 | -- |
| | South Carolina Generating Company, Inc. | Assistant Secretary | 01-01-2019 | -- |
| | Southampton Solar LLC | Assistant Secretary | 02-27-2017 | -- |
| | Stonehouse Development Company, LLC | Secretary | 01-01-2014 | -- |
| | Summit Farms Solar, LLC | Assistant Secretary | 08-31-2016 | -- |
| | Sussex Drive Solar Project, LLC | Assistant Secretary | 11-21-2016 | -- |
| | The East Ohio Gas Company | Assistant Secretary | 01-01-2014 | -- |
| | Trask East Solar, LLC | Assistant Secretary | 10-06-2020 | -- |
| | Tredegar Solar Fund I, LLC | Assistant Secretary | 01-01-2014 | -- |
| | TWE Myrtle Solar Project, LLC | Assistant Secretary | 08-06-2019 | -- |
| | Vidalia Gichner Holdings, Inc. | Secretary | 01-01-2014 | -- |
| | Virginia Electric and Power Company | Assistant Corporate Secretary | 01-01-2014 | -- |
| | Virginia Power Fuel Corporation | Assistant Secretary | 01-01-2014 | -- |
| | Virginia Power Nuclear Services Company | Assistant Secretary | 01-01-2014 | -- |
| | Virginia Power Services Energy Corp., Inc. | Assistant Secretary | 01-01-2014 | -- |
| | Virginia Power Services, LLC | Assistant Secretary | 01-01-2014 | -- |
| | Virginia Solar 2017 Projects LLC | Assistant Secretary | 11-21-2016 | -- |
| | VP Property, Inc. | Assistant Secretary | 01-01-2014 | -- |
| | Wakefield Solar, LLC | Assistant Secretary | 11-01-2017 | -- |
| | Wexpro Company | Assistant Secretary | 09-16-2016 | -- |
| | Wexpro Development Company | Assistant Secretary | 09-16-2016 | -- |
| | Wexpro II Company | Assistant Secretary | 09-16-2016 | -- |
| | Wilkinson Solar LLC | Assistant Secretary | 11-18-2019 | -- |
| | Wilshire Holdings LLC | Secretary | 01-01-2014 | -- |
| | Yemassee Solar, LLC | Assistant Secretary | 08-07-2020 | -- |
| Duman, L. Wayne | DEO Alternative Fuel, LLC | Vice President - Financial Planning & Analysis | 08-30-2021 | -- |
| | Dominion Energy Fuel Services, Inc. | Vice President - Financial Planning & Analysis | 12-01-2019 | -- |
| | Dominion Energy Services, Inc. | Vice President - Financial Planning & Analysis | 12-01-2019 | -- |
| | Dominion Energy South Carolina, Inc. | Vice President - Financial Planning & Analysis | 12-01-2019 | -- |
| | Hope Gas, Inc. | Vice President - Financial Planning & Analysis | 12-01-2019 | -- |
| | Public Service Company of North Carolina, Incorporated | Vice President - Financial Planning & Analysis | 12-01-2019 | -- |
| | Questar Gas Company | Vice President - Financial Planning & Analysis | 12-01-2019 | -- |
| | The East Ohio Gas Company | Vice President - Financial Planning & Analysis | 12-01-2019 | -- |
| | Virginia Electric and Power Company | Vice President - Financial Planning & Analysis | 12-01-2019 | -- |
| | Virginia Power Services Energy Corp., Inc. | Vice President - Financial Planning & Analysis | 12-01-2019 | -- |
| Evans, Jonathan T. | 96WI BME LLC | Assistant Treasurer | 09-01-2020 | -- |
| | Atlantic Coast Pipeline, LLC | Assistant Treasurer | 11-01-2020 | -- |
| | Blackville Solar Farm, LLC | Assistant Treasurer | 09-01-2020 | -- |
| | Blue Ocean Energy Marine, LLC | Assistant Treasurer | 09-01-2020 | -- |
| | BOE Holdings, Inc. | Assistant Treasurer | 09-01-2020 | -- |
| | BrightSuite Home Solar, Inc. | Assistant Treasurer | 08-20-2021 | -- |
| | BrightSuite Home, LLC | Assistant Treasurer | 09-01-2020 | -- |
| | BrightSuite Solar CT, Inc. | Assistant Treasurer | 10-13-2020 | -- |
| | BrightSuite Solar Development, LLC | Assistant Treasurer | 03-25-2021 | -- |
| | BrightSuite Solar SC, Inc. | Assistant Treasurer | 09-01-2020 | -- |
| | BrightSuite Solar VA, Inc. | Assistant Treasurer | 09-01-2020 | -- |
| | BrightSuite, Inc. | Assistant Treasurer | 09-01-2020 | -- |
| | Buckingham Solar I LLC | Assistant Treasurer | 09-01-2020 | -- |
| | CEA Dairy RNG Colorado, LLC | Assistant Treasurer | 09-01-2020 | -- |
| | CEA Dairy RNG Georgia, LLC | Assistant Treasurer | 09-01-2020 | -- |
| | CEA Dairy RNG Idaho, LLC | Assistant Treasurer | 01-11-2021 | -- |
| | CEA Dairy RNG Kansas, LLC | Assistant Treasurer | 03-03-2021 | -- |
| | CEA Dairy RNG Nevada, LLC | Assistant Treasurer | 09-01-2020 | -- |
| | CEA Dairy RNG New Mexico, LLC | Assistant Treasurer | 09-01-2020 | -- |
| | CEA Dairy RNG Texas, LLC | Assistant Treasurer | 08-26-2020 | -- |
| | Clean Energy Asset USA LLC | Assistant Treasurer | 09-01-2020 | -- |
| | Clean Energy Enterprises, Inc. | Assistant Treasurer | 09-01-2020 | -- |
| | Clipperton Holdings LLC | Assistant Treasurer | 09-01-2020 | -- |
| | CNG Coal Company | Assistant Treasurer | 09-01-2020 | -- |
| | CNG Power Services Corporation | Assistant Treasurer | 09-01-2020 | -- |
| | Correctional Solar LLC | Assistant Treasurer | 09-01-2020 | -- |
| | Dairy RNG Holdings, LLC | Assistant Treasurer | 09-01-2020 | -- |
| | DE Arlington Solar, LLC | Assistant Treasurer | 09-01-2020 | -- |
| | DE Fluvanna Solar, LLC | Assistant Treasurer | 09-01-2020 | -- |
| | DE Hanover Solar, LLC | Assistant Treasurer | 09-01-2020 | -- |
| | DE Henrico Solar, LLC | Assistant Treasurer | 09-17-2020 | -- |
| | DE King William Solar, LLC | Assistant Treasurer | 09-01-2020 | -- |

| Name | Entity | Title | Effective Date | End Date |
|------|--|---------------------|----------------|----------|
| | DE Louisa Solar, LLC | Assistant Treasurer | 09-01-2020 | -- |
| | DE Newport News Solar, LLC | Assistant Treasurer | 09-01-2020 | -- |
| | DE Powhatan Solar, LLC | Assistant Treasurer | 09-01-2020 | -- |
| | DE Virginia Beach Solar, LLC | Assistant Treasurer | 09-01-2020 | -- |
| | DECP Holdings, Inc. | Assistant Treasurer | 10-20-2020 | -- |
| | Denmark Solar, LLC | Assistant Treasurer | 09-01-2020 | -- |
| | DEO Alternative Fuel, LLC | Assistant Treasurer | 08-30-2021 | -- |
| | Dominion ACP Holding, Inc. | Assistant Treasurer | 09-01-2020 | -- |
| | Dominion Alternative Energy Holdings, Inc. | Assistant Treasurer | 09-01-2020 | -- |
| | Dominion Atlantic Coast Pipeline, LLC | Assistant Treasurer | 09-01-2020 | -- |
| | Dominion Capital REMIC, Inc. | Assistant Treasurer | 09-01-2020 | -- |
| | Dominion Capital, Inc. | Assistant Treasurer | 09-01-2020 | -- |
| | Dominion Energy Birdseye Holdings, Inc. | Assistant Treasurer | 05-05-2021 | -- |
| | Dominion Energy Fuel Services, Inc. | Assistant Treasurer | 09-01-2020 | -- |
| | Dominion Energy Gas Distribution, LLC | Assistant Treasurer | 09-01-2020 | -- |
| | Dominion Energy Generation Marketing, Inc. | Assistant Treasurer | 09-01-2020 | -- |
| | Dominion Energy Kewaunee, Inc. | Assistant Treasurer | 09-01-2020 | -- |
| | Dominion Energy Marketplace, LLC | Assistant Treasurer | 09-01-2020 | -- |
| | Dominion Energy Nuclear Connecticut, Inc. | Assistant Treasurer | 09-01-2020 | -- |
| | Dominion Energy Questar Corporation | Assistant Treasurer | 09-01-2020 | -- |
| | Dominion Energy RNG Holdings II, Inc. | Assistant Treasurer | 09-01-2020 | -- |
| | Dominion Energy RNG Holdings, Inc. | Assistant Treasurer | 09-01-2020 | -- |
| | Dominion Energy Services, Inc. | Assistant Treasurer | 09-01-2020 | -- |
| | Dominion Energy Solar CA, LLC | Assistant Treasurer | 09-01-2020 | -- |
| | Dominion Energy South Carolina, Inc. | Assistant Treasurer | 09-01-2020 | -- |
| | Dominion Energy Southeast Services, Inc. | Assistant Treasurer | 09-01-2020 | -- |
| | Dominion Energy Technical Solutions, Inc. | Assistant Treasurer | 09-01-2020 | -- |
| | Dominion Energy Technologies II, Inc. | Assistant Treasurer | 09-01-2020 | -- |
| | Dominion Energy Technologies, Inc. | Assistant Treasurer | 09-01-2020 | -- |
| | Dominion Energy Terminal Company, Inc. | Assistant Treasurer | 09-01-2020 | -- |
| | Dominion Energy Wexpro Services Company | Assistant Treasurer | 09-01-2020 | -- |
| | Dominion Energy, Inc. | Assistant Treasurer | 09-17-2020 | -- |
| | Dominion Equipment III, Inc. | Assistant Treasurer | 09-01-2020 | -- |
| | Dominion Equipment, Inc. | Assistant Treasurer | 09-01-2020 | -- |
| | Dominion Fairless Hills, Inc. | Assistant Treasurer | 09-01-2020 | -- |
| | Dominion Fowler Ridge Wind, LLC | Assistant Treasurer | 09-01-2020 | -- |
| | Dominion Gas Projects Company, LLC | Assistant Treasurer | 09-01-2020 | -- |
| | Dominion Generation, Inc. | Assistant Treasurer | 09-01-2020 | -- |
| | Dominion Greenbrier, Inc. | Assistant Treasurer | 09-01-2020 | -- |
| | Dominion High Voltage Holdings, Inc. | Assistant Treasurer | 09-01-2020 | -- |
| | Dominion High Voltage MidAtlantic, Inc. | Assistant Treasurer | 09-01-2020 | -- |
| | Dominion Investments, Inc. | Assistant Treasurer | 09-01-2020 | -- |
| | Dominion Keystone Pipeline Holdings, Inc. | Assistant Treasurer | 09-01-2020 | -- |
| | Dominion Keystone Pipeline, LLC | Assistant Treasurer | 09-01-2020 | -- |
| | Dominion MLP Holding Company III, Inc. | Assistant Treasurer | 09-01-2020 | -- |
| | Dominion Mt. Storm Wind, LLC | Assistant Treasurer | 09-01-2020 | -- |
| | Dominion Nuclear Projects, Inc. | Assistant Treasurer | 09-01-2020 | -- |
| | Dominion Oklahoma Texas Exploration & Production, Inc. | Assistant Treasurer | 09-01-2020 | -- |
| | Dominion Person, Inc. | Assistant Treasurer | 09-01-2020 | -- |
| | Dominion Privatization Florida, LLC | Assistant Treasurer | 09-01-2020 | -- |
| | Dominion Privatization Georgia, LLC | Assistant Treasurer | 09-01-2020 | -- |
| | Dominion Privatization Holdings, Inc. | Assistant Treasurer | 09-01-2020 | -- |
| | Dominion Privatization Kentucky, LLC | Assistant Treasurer | 09-01-2020 | -- |
| | Dominion Privatization Maryland, LLC | Assistant Treasurer | 09-01-2020 | -- |
| | Dominion Privatization Pennsylvania, LLC | Assistant Treasurer | 09-01-2020 | -- |
| | Dominion Privatization South Carolina, LLC | Assistant Treasurer | 09-01-2020 | -- |
| | Dominion Privatization Texas, LLC | Assistant Treasurer | 09-01-2020 | -- |
| | Dominion Privatization Virginia, LLC | Assistant Treasurer | 09-01-2020 | -- |
| | Dominion Products and Services, Inc. | Assistant Treasurer | 09-01-2020 | -- |
| | Dominion Projects Services, Inc. | Assistant Treasurer | 09-01-2020 | -- |
| | Dominion Retail Gas Holdings, Inc. | Assistant Treasurer | 09-01-2020 | -- |
| | Dominion Solar Holdings IV, LLC | Assistant Treasurer | 09-01-2020 | -- |
| | Dominion Solar Projects C, Inc. | Assistant Treasurer | 09-01-2020 | -- |
| | Dominion Solar Projects D, Inc. | Assistant Treasurer | 09-01-2020 | -- |
| | Dominion Solar Projects III, Inc. | Assistant Treasurer | 09-01-2020 | -- |
| | Dominion Solar Projects IV, Inc. | Assistant Treasurer | 09-01-2020 | -- |
| | Dominion Solar Projects V, Inc. | Assistant Treasurer | 09-01-2020 | -- |
| | Dominion Solar Projects VI, Inc. | Assistant Treasurer | 09-01-2020 | -- |
| | Dominion Solar Projects VII, Inc. | Assistant Treasurer | 09-01-2020 | -- |
| | Dominion Solar Services, Inc. | Assistant Treasurer | 09-01-2020 | -- |
| | Dominion State Line, LLC | Assistant Treasurer | 09-01-2020 | -- |
| | Dominion Voltage, Inc. | Assistant Treasurer | 09-01-2020 | -- |
| | Dominion Wholesale, Inc. | Assistant Treasurer | 09-01-2020 | -- |
| | Dominion Wind Development, LLC | Assistant Treasurer | 09-01-2020 | -- |
| | Dominion Wind Projects, Inc. | Assistant Treasurer | 09-01-2020 | -- |
| | Eagle Holdco Solar, LLC | Assistant Treasurer | 09-01-2020 | -- |
| | Eagle Solar, LLC | Assistant Treasurer | 09-01-2020 | -- |
| | Eastern Shore Solar LLC | Assistant Treasurer | 09-01-2020 | -- |
| | ESCT-SA-Suffield, LLC | Assistant Treasurer | 11-13-2020 | -- |
| | Fremont Farm, LLC | Assistant Treasurer | 09-01-2020 | -- |
| | Greenville County Solar Project, LLC | Assistant Treasurer | 09-01-2020 | -- |
| | Hardin Solar Energy LLC | Assistant Treasurer | 09-01-2020 | -- |
| | Hecate Energy Cherrydale LLC | Assistant Treasurer | 09-01-2020 | -- |
| | Hecate Energy Clarke County LLC | Assistant Treasurer | 09-01-2020 | -- |
| | Hope Gas, Inc. | Assistant Treasurer | 09-01-2020 | -- |
| | Innovative Solar 37, LLC | Assistant Treasurer | 09-01-2020 | -- |
| | Moffett Solar 1, LLC | Assistant Treasurer | 09-01-2020 | -- |
| | Moorings Farm 2, LLC | Assistant Treasurer | 09-01-2020 | -- |
| | Mustang Solar, LLC | Assistant Treasurer | 09-01-2020 | -- |
| | Pikeville Farm, LLC | Assistant Treasurer | 09-01-2020 | -- |
| | Prairie Fork Wind Farm, LLC | Assistant Treasurer | 09-01-2020 | -- |
| | PSNC Blue Ridge Corporation | Assistant Treasurer | 09-01-2020 | -- |
| | PSNC Cardinal Pipeline Company | Assistant Treasurer | 09-01-2020 | -- |
| | Public Service Company of North Carolina, Incorporated | Assistant Treasurer | 09-01-2020 | -- |
| | Questar Gas Company | Assistant Treasurer | 09-01-2020 | -- |
| | Questar InfoComm, Inc. | Assistant Treasurer | 09-01-2020 | -- |
| | Ridgeland Solar Farm I, LLC | Assistant Treasurer | 09-01-2020 | -- |
| | SCANA Corporate Security Services, Inc. | Assistant Treasurer | 09-01-2020 | -- |
| | SCANA Corporation | Assistant Treasurer | 09-01-2020 | -- |
| | Scott-II Solar LLC | Assistant Treasurer | 09-01-2020 | -- |
| | Seabrook Solar, LLC | Assistant Treasurer | 09-01-2020 | -- |
| | Siler Solar, LLC | Assistant Treasurer | 09-01-2020 | -- |
| | Sol Madison Solar, LLC | Assistant Treasurer | 09-01-2020 | -- |

| Name | Entity | Title | Effective Date | End Date |
|---------------------------|--|--|----------------|------------|
| | South Carolina Fuel Company, Inc. | Assistant Treasurer | 09-01-2020 | -- |
| | South Carolina Generating Company, Inc. | Assistant Treasurer | 09-01-2020 | -- |
| | Southampton Solar LLC | Assistant Treasurer | 09-01-2020 | -- |
| | Summit Farms Solar, LLC | Assistant Treasurer | 09-01-2020 | -- |
| | Sussex Drive Solar Project, LLC | Assistant Treasurer | 09-01-2020 | -- |
| | The East Ohio Gas Company | Assistant Treasurer | 09-01-2020 | -- |
| | Trask East Solar, LLC | Assistant Treasurer | 10-06-2020 | -- |
| | Tredegar Solar Fund I, LLC | Assistant Treasurer | 09-01-2020 | -- |
| | TWE Myrtle Solar Project, LLC | Assistant Treasurer | 09-01-2020 | -- |
| | Vidalia Gichner Holdings, Inc. | Assistant Treasurer | 09-01-2020 | -- |
| | Virginia Electric and Power Company | Assistant Treasurer | 09-01-2020 | -- |
| | Virginia Power Fuel Corporation | Assistant Treasurer | 09-01-2020 | -- |
| | Virginia Power Nuclear Services Company | Assistant Treasurer | 09-01-2020 | -- |
| | Virginia Power Services Energy Corp., Inc. | Assistant Treasurer | 09-01-2020 | -- |
| | Virginia Power Services, LLC | Assistant Treasurer | 09-01-2020 | -- |
| | Virginia Solar 2017 Projects LLC | Assistant Treasurer | 09-01-2020 | -- |
| | VP Property, Inc. | Assistant Treasurer | 09-01-2020 | -- |
| | Wakefield Solar, LLC | Assistant Treasurer | 09-01-2020 | -- |
| | Wexpro Company | Assistant Treasurer | 09-01-2020 | -- |
| | Wexpro Development Company | Assistant Treasurer | 09-01-2020 | -- |
| | Wexpro II Company | Assistant Treasurer | 09-01-2020 | -- |
| | Wilkinson Solar LLC | Assistant Treasurer | 09-01-2020 | -- |
| | Wilshire Holdings LLC | Assistant Treasurer | 09-01-2020 | -- |
| | Yemassee Solar, LLC | Assistant Treasurer | 09-01-2020 | -- |
| Katz, Lee D. | Align RNG, LLC | Member Representative | 08-16-2021 | -- |
| | Align RNG, LLC | Vice President - Finance | 10-01-2021 | -- |
| | CEA Dairy RNG Colorado, LLC | Vice President - Financial Management | 11-01-2020 | -- |
| | CEA Dairy RNG Georgia, LLC | Vice President - Financial Management | 11-01-2020 | -- |
| | CEA Dairy RNG Idaho, LLC | Vice President - Financial Management | 01-11-2021 | -- |
| | CEA Dairy RNG Kansas, LLC | Vice President - Financial Management | 03-03-2021 | -- |
| | CEA Dairy RNG Nevada, LLC | Vice President - Financial Management | 11-01-2020 | -- |
| | CEA Dairy RNG New Mexico, LLC | Vice President - Financial Management | 11-01-2020 | -- |
| | CEA Dairy RNG Texas, LLC | Vice President - Financial Management | 11-01-2020 | -- |
| | Clean Energy Asset USA LLC | Vice President - Financial Management | 11-01-2020 | -- |
| | Clean Energy Enterprises, Inc. | Vice President - Financial Management | 12-01-2019 | -- |
| | CNG Coal Company | Vice President - Financial Management | 11-01-2020 | -- |
| | Dairy RNG Holdings, LLC | Vice President - Financial Management | 11-01-2020 | -- |
| | DEO Alternative Fuel, LLC | Vice President - Financial Management | 08-30-2021 | -- |
| | Dominion ACP Holding, Inc. | Vice President - Financial Management | 11-01-2020 | -- |
| | Dominion Atlantic Coast Pipeline, LLC | Vice President - Financial Management | 11-01-2020 | -- |
| | Dominion Energy Fuel Services, Inc. | Vice President - Financial Management | 12-01-2019 | -- |
| | Dominion Energy Gas Distribution, LLC | Vice President - Financial Management | 12-01-2019 | -- |
| | Dominion Energy Overthrust Pipeline, LLC | Vice President - Financial Management | 11-01-2020 | 12-31-2021 |
| | Dominion Energy Questar Corporation | Vice President - Financial Management | 12-01-2019 | -- |
| | Dominion Energy Questar Pipeline Services, Inc. | Vice President - Financial Management | 11-01-2020 | 12-31-2021 |
| | Dominion Energy Questar Pipeline, LLC | Vice President - Financial Management | 11-01-2020 | 12-31-2021 |
| | Dominion Energy RNG Holdings II, Inc. | Vice President - Financial Management | 11-01-2020 | -- |
| | Dominion Energy RNG Holdings, Inc. | Vice President - Financial Management | 11-01-2020 | -- |
| | Dominion Energy Wexpro Services Company | Vice President - Financial Management | 12-01-2019 | -- |
| | Dominion Greenbrier, Inc. | Vice President - Financial Management | 11-01-2020 | -- |
| | Dominion Keystone Pipeline Holdings, Inc. | Vice President - Financial Management | 11-01-2020 | -- |
| | Dominion Keystone Pipeline, LLC | Vice President - Financial Management | 11-01-2020 | -- |
| | Dominion MLP Holding Company III, Inc. | Vice President - Financial Management | 11-01-2020 | -- |
| | Dominion Oklahoma Texas Exploration & Production, Inc. | Vice President - Financial Management | 11-01-2020 | -- |
| | Dominion Products and Services, Inc. | Vice President - Financial Management | 11-01-2020 | -- |
| | Dominion Retail Gas Holdings, Inc. | Vice President - Financial Management | 11-01-2020 | -- |
| | Hope Gas, Inc. | Vice President - Financial Management | 12-01-2019 | -- |
| | PSNC Blue Ridge Corporation | Vice President - Financial Management | 12-01-2019 | -- |
| | PSNC Cardinal Pipeline Company | Vice President - Financial Management | 12-01-2019 | -- |
| | Public Service Company of North Carolina, Incorporated | Vice President - Financial Management | 12-01-2019 | -- |
| | QPC Holding Company, LLC | Vice President - Financial Management | 11-01-2020 | 12-31-2021 |
| | Questar Energy Services, Inc. | Vice President - Financial Management | 11-01-2020 | 12-31-2021 |
| | Questar Field Services, LLC | Vice President - Financial Management | 11-01-2020 | 12-31-2021 |
| | Questar Gas Company | Vice President - Financial Management | 12-01-2019 | -- |
| | Questar InfoComm, Inc. | Vice President - Financial Management | 11-01-2020 | -- |
| | Questar Southern Trails Pipeline Company | Vice President - Financial Management | 11-01-2020 | 12-31-2021 |
| | The East Ohio Gas Company | Vice President - Financial Management | 12-01-2019 | -- |
| | Wexpro Company | Vice President - Financial Management | 12-01-2019 | -- |
| | Wexpro Development Company | Vice President - Financial Management | 12-01-2019 | -- |
| | Wexpro II Company | Vice President - Financial Management | 12-01-2019 | -- |
| McCoy, Leighton C. | Clean Energy Enterprises, Inc. | Vice President - Distribution Technical Services | 10-01-2019 | -- |
| | DEO Alternative Fuel, LLC | Vice President - Distribution Technical Services | 08-30-2021 | -- |
| | Dominion Energy Gas Distribution, LLC | Vice President - Distribution Technical Services | 12-01-2019 | -- |
| | Dominion Energy Wexpro Services Company | Vice President - Distribution Technical Services | 12-01-2019 | -- |
| | Hope Gas, Inc. | Vice President - Distribution Technical Services | 10-01-2019 | -- |
| | PSNC Blue Ridge Corporation | Vice President - Distribution Technical Services | 10-01-2019 | -- |
| | PSNC Cardinal Pipeline Company | Vice President - Distribution Technical Services | 10-01-2019 | -- |
| | Public Service Company of North Carolina, Incorporated | Vice President - Distribution Technical Services | 10-01-2019 | -- |
| | Questar Gas Company | Vice President - Distribution Technical Services | 10-01-2019 | -- |
| | The East Ohio Gas Company | Vice President - Distribution Technical Services | 10-01-2019 | -- |
| | Wexpro Company | Vice President - Distribution Technical Services | 10-01-2019 | -- |
| | Wexpro Development Company | Vice President - Distribution Technical Services | 10-01-2019 | -- |
| | Wexpro II Company | Vice President - Distribution Technical Services | 10-01-2019 | -- |
| Murray, William L. | Dominion Energy Gas Distribution, LLC | Senior Vice President - Corporate Affairs & Communications | 10-01-2019 | -- |
| | Dominion Energy Services, Inc. | Senior Vice President - Corporate Affairs & Communications | 02-01-2019 | -- |
| | Dominion Energy South Carolina, Inc. | Senior Vice President - Corporate Affairs & Communications | 02-01-2019 | -- |
| | Dominion Energy, Inc. | Senior Vice President - Corporate Affairs & Communications | 02-01-2019 | -- |
| | Dominion Generation, Inc. | Senior Vice President - Corporate Affairs & Communications | 12-01-2019 | -- |
| | Hope Gas, Inc. | Senior Vice President - Corporate Affairs & Communications | 02-01-2019 | -- |
| | Public Service Company of North Carolina, Incorporated | Senior Vice President - Corporate Affairs & Communications | 12-01-2019 | -- |
| | Questar Gas Company | Senior Vice President - Corporate Affairs & Communications | 12-01-2019 | -- |
| | The East Ohio Gas Company | Senior Vice President - Corporate Affairs & Communications | 02-01-2019 | -- |
| | Virginia Electric and Power Company | Senior Vice President - Corporate Affairs & Communications | 02-01-2019 | -- |
| Purohit, Prabir | 96W/ BME LLC | Vice President - Finance | 08-01-2021 | 04-01-2022 |
| | Blackville Solar Farm, LLC | Vice President - Finance | 08-01-2021 | 04-01-2022 |
| | Blue Ocean Energy Marine, LLC | Vice President - Finance | 08-01-2021 | 04-01-2022 |
| | BOE Holdings, Inc. | Vice President - Finance | 05-10-2021 | 04-01-2022 |
| | BrightSuite Home Solar, Inc. | Vice President - Finance | 08-20-2021 | 04-01-2022 |
| | BrightSuite Home, LLC | Vice President - Finance | 08-01-2021 | 04-01-2022 |
| | BrightSuite Solar CT, Inc. | Vice President - Finance | 08-01-2021 | 04-01-2022 |
| | BrightSuite Solar Development, LLC | Vice President - Finance | 03-25-2021 | 04-01-2022 |
| | BrightSuite Solar SC, Inc. | Vice President - Finance | 08-01-2021 | 04-01-2022 |

| Name | Entity | Title | Effective Date | End Date |
|------|--|--------------------------|----------------|------------|
| | BrightSuite Solar VA, Inc. | Vice President - Finance | 05-19-2021 | 04-01-2022 |
| | BrightSuite, Inc. | Vice President - Finance | 05-19-2021 | 04-01-2022 |
| | Buckingham Solar I LLC | Vice President - Finance | 08-01-2021 | 04-01-2022 |
| | CEA Dairy RNG Colorado, LLC | Vice President - Finance | 08-01-2021 | 04-01-2022 |
| | CEA Dairy RNG Georgia, LLC | Vice President - Finance | 08-01-2021 | 04-01-2022 |
| | CEA Dairy RNG Idaho, LLC | Vice President - Finance | 08-01-2021 | 04-01-2022 |
| | CEA Dairy RNG Kansas, LLC | Vice President - Finance | 03-03-2021 | 04-01-2022 |
| | CEA Dairy RNG Nevada, LLC | Vice President - Finance | 08-01-2021 | 04-01-2022 |
| | CEA Dairy RNG New Mexico, LLC | Vice President - Finance | 08-01-2021 | 04-01-2022 |
| | CEA Dairy RNG Texas, LLC | Vice President - Finance | 08-01-2021 | 04-01-2022 |
| | Clean Energy Asset USA LLC | Vice President - Finance | 08-01-2021 | 04-01-2022 |
| | Clean Energy Enterprises, Inc. | Vice President - Finance | 05-19-2021 | 04-01-2022 |
| | Clipperton Holdings LLC | Vice President - Finance | 08-01-2021 | 04-01-2022 |
| | CNG Coal Company | Vice President - Finance | 05-21-2021 | 04-01-2022 |
| | CNG Power Services Corporation | Vice President - Finance | 05-19-2021 | 04-01-2022 |
| | Correctional Solar LLC | Vice President - Finance | 08-01-2021 | 04-01-2022 |
| | Dairy RNG Holdings, LLC | Vice President - Finance | 08-01-2021 | 04-01-2022 |
| | DE Arlington Solar, LLC | Vice President - Finance | 08-01-2021 | 04-01-2022 |
| | DE Fluvanna Solar, LLC | Vice President - Finance | 08-01-2021 | 04-01-2022 |
| | DE Hanover Solar, LLC | Vice President - Finance | 08-01-2021 | 04-01-2022 |
| | DE Henrico Solar, LLC | Vice President - Finance | 08-01-2021 | 04-01-2022 |
| | DE King William Solar, LLC | Vice President - Finance | 08-01-2021 | 04-01-2022 |
| | DE Louisa Solar, LLC | Vice President - Finance | 08-01-2021 | 04-01-2022 |
| | DE Newport News Solar, LLC | Vice President - Finance | 08-01-2021 | 04-01-2022 |
| | DE Powhatan Solar, LLC | Vice President - Finance | 08-01-2021 | 04-01-2022 |
| | DE Virginia Beach Solar, LLC | Vice President - Finance | 08-01-2021 | 04-01-2022 |
| | DECP Holdings, Inc. | Vice President - Finance | 08-01-2021 | 04-01-2022 |
| | DEO Alternative Fuel, LLC | Vice President - Finance | 08-30-2021 | 04-01-2022 |
| | Dominion ACP Holding, Inc. | Vice President - Finance | 06-03-2021 | 04-01-2022 |
| | Dominion Alternative Energy Holdings, Inc. | Vice President - Finance | 12-01-2019 | 04-01-2022 |
| | Dominion Atlantic Coast Pipeline, LLC | Vice President - Finance | 08-01-2021 | 04-01-2022 |
| | Dominion Capital, Inc. | Vice President - Finance | 04-26-2021 | 04-01-2022 |
| | Dominion Cogen WV, Inc. | Vice President - Finance | 06-03-2021 | 04-01-2022 |
| | Dominion Energy Birdseye Holdings, Inc. | Vice President - Finance | 05-05-2021 | 04-01-2022 |
| | Dominion Energy Fuel Services, Inc. | Vice President - Finance | 12-01-2019 | 04-01-2022 |
| | Dominion Energy Gas Distribution, LLC | Vice President - Finance | 10-01-2019 | 04-01-2022 |
| | Dominion Energy Generation Marketing, Inc. | Vice President - Finance | 12-01-2019 | 04-01-2022 |
| | Dominion Energy Kewaunee, Inc. | Vice President - Finance | 05-19-2021 | 04-01-2022 |
| | Dominion Energy Marketplace, LLC | Vice President - Finance | 08-01-2021 | 04-01-2022 |
| | Dominion Energy Nuclear Connecticut, Inc. | Vice President - Finance | 12-01-2019 | 04-01-2022 |
| | Dominion Energy Overthrust Pipeline, LLC | Vice President - Finance | 04-01-2019 | 12-31-2021 |
| | Dominion Energy Questar Corporation | Vice President - Finance | 05-21-2021 | 04-01-2022 |
| | Dominion Energy Questar Pipeline Services, Inc. | Vice President - Finance | 05-21-2021 | 12-31-2021 |
| | Dominion Energy Questar Pipeline, LLC | Vice President - Finance | 04-01-2019 | 12-31-2021 |
| | Dominion Energy RNG Holdings II, Inc. | Vice President - Finance | 05-19-2021 | 04-01-2022 |
| | Dominion Energy RNG Holdings, Inc. | Vice President - Finance | 05-21-2021 | 04-01-2022 |
| | Dominion Energy Services, Inc. | Vice President - Finance | 04-01-2019 | 04-01-2022 |
| | Dominion Energy Solar CA, LLC | Vice President - Finance | 08-01-2021 | 04-01-2022 |
| | Dominion Energy South Carolina, Inc. | Vice President - Finance | 04-01-2019 | 04-01-2022 |
| | Dominion Energy Southeast Services, Inc. | Vice President - Finance | 05-21-2021 | 04-01-2022 |
| | Dominion Energy Technical Solutions, Inc. | Vice President - Finance | 04-19-2021 | 04-01-2022 |
| | Dominion Energy Technologies II, Inc. | Vice President - Finance | 12-01-2019 | 04-01-2022 |
| | Dominion Energy Technologies, Inc. | Vice President - Finance | 12-01-2019 | 04-01-2022 |
| | Dominion Energy Terminal Company, Inc. | Vice President - Finance | 05-21-2021 | 04-01-2022 |
| | Dominion Energy Wexpro Services Company | Vice President - Finance | 05-21-2021 | 04-01-2022 |
| | Dominion Energy, Inc. | Vice President - Finance | 05-07-2019 | 04-01-2022 |
| | Dominion Equipment III, Inc. | Vice President - Finance | 06-11-2021 | 04-01-2022 |
| | Dominion Equipment, Inc. | Vice President - Finance | 04-19-2021 | 04-01-2022 |
| | Dominion Fairless Hills, Inc. | Vice President - Finance | 05-21-2021 | 04-01-2022 |
| | Dominion Fowler Ridge Wind, LLC | Vice President - Finance | 08-01-2021 | 04-01-2022 |
| | Dominion Gas Projects Company, LLC | Vice President - Finance | 08-01-2021 | 04-01-2022 |
| | Dominion Generation, Inc. | Vice President - Finance | 04-01-2019 | 04-01-2022 |
| | Dominion Greenbrier, Inc. | Vice President - Finance | 05-21-2021 | 04-01-2022 |
| | Dominion High Voltage Holdings, Inc. | Vice President - Finance | 05-21-2021 | 04-01-2022 |
| | Dominion High Voltage MidAtlantic, Inc. | Vice President - Finance | 05-21-2021 | 04-01-2022 |
| | Dominion Investments, Inc. | Vice President - Finance | 05-21-2021 | 04-01-2022 |
| | Dominion Keystone Pipeline Holdings, Inc. | Vice President - Finance | 08-01-2021 | 04-01-2022 |
| | Dominion Keystone Pipeline, LLC | Vice President - Finance | 08-01-2021 | 04-01-2022 |
| | Dominion MLP Holding Company III, Inc. | Vice President - Finance | 05-21-2021 | 04-01-2022 |
| | Dominion Mt. Storm Wind, LLC | Vice President - Finance | 08-01-2021 | 04-01-2022 |
| | Dominion Nuclear Projects, Inc. | Vice President - Finance | 05-12-2021 | 04-01-2022 |
| | Dominion Oklahoma Texas Exploration & Production, Inc. | Vice President - Finance | 12-01-2019 | 04-01-2022 |
| | Dominion Person, Inc. | Vice President - Finance | 05-21-2021 | 04-01-2022 |
| | Dominion Privatization Florida, LLC | Vice President - Finance | 08-01-2021 | 04-01-2022 |
| | Dominion Privatization Georgia, LLC | Vice President - Finance | 08-01-2021 | 04-01-2022 |
| | Dominion Privatization Holdings, Inc. | Vice President - Finance | 05-21-2021 | 04-01-2022 |
| | Dominion Privatization Kentucky, LLC | Vice President - Finance | 08-01-2021 | 04-01-2022 |
| | Dominion Privatization Maryland, LLC | Vice President - Finance | 08-01-2021 | 04-01-2022 |
| | Dominion Privatization Pennsylvania, LLC | Vice President - Finance | 08-01-2021 | 04-01-2022 |
| | Dominion Privatization South Carolina, LLC | Vice President - Finance | 08-01-2021 | 04-01-2022 |
| | Dominion Privatization Texas, LLC | Vice President - Finance | 08-01-2021 | 04-01-2022 |
| | Dominion Privatization Virginia, LLC | Vice President - Finance | 08-01-2021 | 04-01-2022 |
| | Dominion Products and Services, Inc. | Vice President - Finance | 05-21-2021 | 04-01-2022 |
| | Dominion Projects Services, Inc. | Vice President - Finance | 05-21-2021 | 04-01-2022 |
| | Dominion Retail Gas Holdings, Inc. | Vice President - Finance | 09-20-2019 | 04-01-2022 |
| | Dominion Solar Holdings IV, LLC | Vice President - Finance | 08-01-2021 | 04-01-2022 |
| | Dominion Solar Projects C, Inc. | Vice President - Finance | 05-21-2021 | 04-01-2022 |
| | Dominion Solar Projects D, Inc. | Vice President - Finance | 05-21-2021 | 04-01-2022 |
| | Dominion Solar Projects III, Inc. | Vice President - Finance | 04-01-2019 | 04-01-2022 |
| | Dominion Solar Projects IV, Inc. | Vice President - Finance | 05-21-2021 | 04-01-2022 |
| | Dominion Solar Projects V, Inc. | Vice President - Finance | 05-21-2021 | 04-01-2022 |
| | Dominion Solar Projects VI, Inc. | Vice President - Finance | 05-21-2021 | 04-01-2022 |
| | Dominion Solar Projects VII, Inc. | Vice President - Finance | 05-19-2021 | 04-01-2022 |
| | Dominion Solar Services, Inc. | Vice President - Finance | 05-21-2021 | 04-01-2022 |
| | Dominion State Line, LLC | Vice President - Finance | 08-01-2021 | 04-01-2022 |
| | Dominion Voltage, Inc. | Vice President - Finance | 12-01-2019 | 04-01-2022 |
| | Dominion Wholesale, Inc. | Vice President - Finance | 05-21-2021 | 04-01-2022 |
| | Dominion Wind Development, LLC | Vice President - Finance | 08-01-2021 | 04-01-2022 |
| | Dominion Wind Projects, Inc. | Vice President - Finance | 05-12-2021 | 04-01-2022 |
| | Eagle Holdco Solar, LLC | Vice President - Finance | 08-01-2021 | 04-01-2022 |
| | Eagle Solar, LLC | Vice President - Finance | 04-01-2019 | 04-01-2022 |
| | Eastern Shore Solar LLC | Vice President - Finance | 08-01-2021 | 04-01-2022 |
| | ESCT-SA-Suffield, LLC | Vice President - Finance | 08-01-2021 | 04-01-2022 |

| Name | Entity | Title | Effective Date | End Date |
|--------------------------|--|--|----------------|------------|
| | Fremont Farm, LLC | Vice President - Finance | 08-01-2021 | 04-01-2022 |
| | Greensville County Solar Project, LLC | Vice President - Finance | 08-01-2021 | 04-01-2022 |
| | Hardin Solar Energy LLC | Vice President - Finance | 08-01-2021 | 04-01-2022 |
| | Hecate Energy Cherrydale LLC | Vice President - Finance | 08-01-2021 | 04-01-2022 |
| | Hecate Energy Clarke County LLC | Vice President - Finance | 08-01-2021 | 04-01-2022 |
| | Hope Gas, Inc. | Vice President - Finance | 04-01-2019 | 04-01-2022 |
| | Innovative Solar 37, LLC | Vice President - Finance | 08-01-2021 | 04-01-2022 |
| | Moffett Solar 1, LLC | Vice President - Finance | 08-01-2021 | 04-01-2022 |
| | Moorings Farm 2, LLC | Vice President - Finance | 08-01-2021 | 04-01-2022 |
| | Mustang Solar, LLC | Vice President - Finance | 08-01-2021 | 04-01-2022 |
| | Pikeville Farm, LLC | Vice President - Finance | 08-01-2021 | 04-01-2022 |
| | Prairie Fork Wind Farm, LLC | Vice President - Finance | 08-01-2021 | 04-01-2022 |
| | PSNC Blue Ridge Corporation | Vice President - Finance | 05-21-2021 | 04-01-2022 |
| | PSNC Cardinal Pipeline Company | Vice President - Finance | 05-21-2021 | 04-01-2022 |
| | Public Service Company of North Carolina, Incorporated | Vice President - Finance | 04-01-2019 | 04-01-2022 |
| | QPC Holding Company, LLC | Vice President - Finance | 11-04-2019 | 12-31-2021 |
| | Questar Energy Services, Inc. | Vice President - Finance | 05-21-2021 | 12-31-2021 |
| | Questar Field Services, LLC | Vice President - Finance | 08-01-2021 | 12-31-2021 |
| | Questar Gas Company | Vice President - Finance | 04-01-2019 | 04-01-2022 |
| | Questar InfoComm, Inc. | Vice President - Finance | 05-21-2021 | 04-01-2022 |
| | Questar Southern Trails Pipeline Company | Vice President - Finance | 05-21-2021 | 12-31-2021 |
| | Ridgeland Solar Farm I, LLC | Vice President - Finance | 08-01-2021 | 04-01-2022 |
| | SCANA Corporate Security Services, Inc. | Vice President - Finance | 05-21-2021 | 04-01-2022 |
| | SCANA Corporation | Vice President - Finance | 05-21-2021 | 04-01-2022 |
| | Scott-II Solar LLC | Vice President - Finance | 08-01-2021 | 04-01-2022 |
| | Seabrook Solar, LLC | Vice President - Finance | 08-01-2021 | 04-01-2022 |
| | Siler Solar, LLC | Vice President - Finance | 08-01-2021 | 04-01-2022 |
| | Sol Madison Solar, LLC | Vice President - Finance | 08-01-2021 | 04-01-2022 |
| | South Carolina Fuel Company, Inc. | Vice President - Finance | -- | 04-01-2022 |
| | South Carolina Generating Company, Inc. | Vice President - Finance | 05-21-2021 | 04-01-2022 |
| | Southampton Solar LLC | Vice President - Finance | 08-01-2021 | 04-01-2022 |
| | Summit Farms Solar, LLC | Vice President - Finance | 08-01-2021 | 04-01-2022 |
| | Sussex Drive Solar Project, LLC | Vice President - Finance | 08-01-2021 | 04-01-2022 |
| | The East Ohio Gas Company | Vice President - Finance | 04-01-2019 | 04-01-2022 |
| | Trask East Solar, LLC | Vice President - Finance | 08-01-2021 | 04-01-2022 |
| | Tredgar Solar Fund I, LLC | Vice President - Finance | 12-01-2019 | 04-01-2022 |
| | TWE Myrtle Solar Project, LLC | Vice President - Finance | 08-01-2021 | 04-01-2022 |
| | Virginia Electric and Power Company | Vice President - Finance | 04-01-2019 | 04-01-2022 |
| | Virginia Power Fuel Corporation | Vice President - Finance | 04-17-2021 | 04-01-2022 |
| | Virginia Power Nuclear Services Company | Vice President - Finance | 05-21-2021 | 04-01-2022 |
| | Virginia Power Services Energy Corp., Inc. | Vice President - Finance | 08-13-2021 | 04-01-2022 |
| | Virginia Power Services, LLC | Vice President - Finance | 08-01-2021 | 04-01-2022 |
| | Virginia Solar 2017 Projects LLC | Vice President - Finance | 08-01-2021 | 04-01-2022 |
| | VP Property, Inc. | Vice President - Finance | 04-19-2021 | 04-01-2022 |
| | Wakefield Solar, LLC | Vice President - Finance | 08-01-2021 | 04-01-2022 |
| | Wexpro Company | Vice President - Finance | 05-21-2021 | 04-01-2022 |
| | Wexpro Development Company | Vice President - Finance | 05-21-2021 | 04-01-2022 |
| | Wexpro II Company | Vice President - Finance | 05-21-2021 | 04-01-2022 |
| | Wilkinson Solar LLC | Vice President - Finance | 08-01-2021 | 04-01-2022 |
| | Yemassee Solar, LLC | Vice President - Finance | 08-01-2021 | 04-01-2022 |
| Raikes, Donald R. | CEA Dairy RNG Colorado, LLC | President | 11-01-2020 | 12-31-2021 |
| | CEA Dairy RNG Georgia, LLC | President | 11-01-2020 | 12-31-2021 |
| | CEA Dairy RNG Idaho, LLC | President | 01-11-2021 | 12-31-2021 |
| | CEA Dairy RNG Kansas, LLC | President | 03-03-2021 | 12-31-2021 |
| | CEA Dairy RNG Nevada, LLC | President | 11-01-2020 | 12-31-2021 |
| | CEA Dairy RNG New Mexico, LLC | President | 11-01-2020 | 12-31-2021 |
| | CEA Dairy RNG Texas, LLC | President | 11-01-2020 | 12-31-2021 |
| | Clean Energy Asset USA LLC | President | 11-01-2020 | 12-31-2021 |
| | Clean Energy Enterprises, Inc. | President | 10-01-2020 | 12-31-2021 |
| | CNG Coal Company | President | 11-01-2020 | 12-31-2021 |
| | Dairy RNG Holdings, LLC | President | 11-01-2020 | 12-31-2021 |
| | DEO Alternative Fuel, LLC | President | 08-30-2021 | 12-31-2021 |
| | Dominion ACP Holding, Inc. | President | 11-01-2020 | 12-31-2021 |
| | Dominion Atlantic Coast Pipeline, LLC | President | 11-01-2020 | 12-31-2021 |
| | Dominion Energy Fuel Services, Inc. | President | 10-01-2020 | 12-31-2021 |
| | Dominion Energy Gas Distribution, LLC | President | 10-01-2020 | 12-31-2021 |
| | Dominion Energy Overthrust Pipeline, LLC | President | 11-01-2020 | 12-31-2021 |
| | Dominion Energy Questar Corporation | President | 10-01-2020 | 12-31-2021 |
| | Dominion Energy Questar Pipeline Services, Inc. | President | 11-01-2020 | 12-31-2021 |
| | Dominion Energy Questar Pipeline, LLC | President | 11-01-2020 | 12-31-2021 |
| | Dominion Energy RNG Holdings II, Inc. | President | 11-01-2020 | 12-31-2021 |
| | Dominion Energy RNG Holdings, Inc. | President | 11-01-2020 | 12-31-2021 |
| | Dominion Energy Wexpro Services Company | President | 10-01-2020 | 12-31-2021 |
| | Dominion Energy, Inc. | President - Gas Distribution | 12-01-2019 | 12-31-2021 |
| | Dominion Gas Projects Company, LLC | President | 11-01-2020 | 12-31-2021 |
| | Dominion Greenbrier, Inc. | President | 11-01-2020 | 12-31-2021 |
| | Dominion Keystone Pipeline Holdings, Inc. | President | 11-01-2020 | 12-31-2021 |
| | Dominion Keystone Pipeline, LLC | President | 11-01-2020 | 12-31-2021 |
| | Dominion MLP Holding Company III, Inc. | President | 11-01-2020 | 12-31-2021 |
| | Dominion Oklahoma Texas Exploration & Production, Inc. | President | 11-01-2020 | 12-31-2021 |
| | Dominion Products and Services, Inc. | President | 11-01-2020 | 12-31-2021 |
| | Dominion Retail Gas Holdings, Inc. | President | 11-01-2020 | 12-31-2021 |
| | Hope Gas, Inc. | President | 10-01-2020 | 12-31-2021 |
| | PSNC Blue Ridge Corporation | President | 10-01-2020 | 12-31-2021 |
| | PSNC Cardinal Pipeline Company | President | 10-01-2020 | 12-31-2021 |
| | Public Service Company of North Carolina, Incorporated | President | 10-01-2020 | 12-31-2021 |
| | QPC Holding Company, LLC | President | 11-01-2020 | 12-31-2021 |
| | Questar Energy Services, Inc. | President | 11-01-2020 | 12-31-2021 |
| | Questar Field Services, LLC | President | 11-01-2020 | 12-31-2021 |
| | Questar Gas Company | President | 10-01-2020 | 12-31-2021 |
| | Questar InfoComm, Inc. | President | 11-01-2020 | 12-31-2021 |
| | Questar Southern Trails Pipeline Company | President | 11-01-2020 | 12-31-2021 |
| | The East Ohio Gas Company | President | 10-01-2020 | 12-31-2021 |
| | Wexpro Company | President | 10-01-2020 | 12-31-2021 |
| | Wexpro Development Company | President | 10-01-2020 | 12-31-2021 |
| | Wexpro II Company | President | 10-01-2020 | 12-31-2021 |
| Reid, Carter M. | 96WI BME LLC | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | -- |
| | Atlantic Coast Pipeline, LLC | Vice President and Secretary | 09-25-2014 | -- |
| | Blackville Solar Farm, LLC | Executive Vice President, Chief of Staff and Corporate Secretary | 05-29-2020 | -- |
| | Blue Ocean Energy Marine, LLC | Executive Vice President, Chief of Staff and Corporate Secretary | 05-11-2020 | -- |
| | BOE Holdings, Inc. | Executive Vice President, Chief of Staff and Corporate Secretary | 05-26-2020 | -- |
| | BrightSuite Home Solar, Inc. | Executive Vice President, Chief of Staff and Corporate Secretary | 08-20-2021 | -- |
| | BrightSuite Home, LLC | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | -- |

| Name | Entity | Title | Effective Date | End Date |
|------|--|---|----------------|------------|
| | BrightSuite Solar CT, Inc. | Executive Vice President, Chief of Staff and Corporate Secretary | 10-13-2020 | -- |
| | BrightSuite Solar Development, LLC | Executive Vice President, Chief of Staff and Corporate Secretary | 03-25-2021 | -- |
| | BrightSuite Solar SC, Inc. | Executive Vice President, Chief of Staff and Corporate Secretary | 08-06-2020 | -- |
| | BrightSuite Solar VA, Inc. | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | -- |
| | BrightSuite, Inc. | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | -- |
| | Buckingham Solar I LLC | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | -- |
| | CEA Dairy RNG Colorado, LLC | Executive Vice President, Chief of Staff and Corporate Secretary | 01-10-2020 | -- |
| | CEA Dairy RNG Georgia, LLC | Executive Vice President, Chief of Staff and Corporate Secretary | 01-10-2020 | -- |
| | CEA Dairy RNG Idaho, LLC | Executive Vice President, Chief of Staff and Corporate Secretary | 01-11-2021 | -- |
| | CEA Dairy RNG Kansas, LLC | Executive Vice President, Chief of Staff and Corporate Secretary | 03-03-2021 | -- |
| | CEA Dairy RNG Nevada, LLC | Executive Vice President, Chief of Staff and Corporate Secretary | 01-10-2020 | -- |
| | CEA Dairy RNG New Mexico, LLC | Executive Vice President, Chief of Staff and Corporate Secretary | 01-10-2020 | -- |
| | CEA Dairy RNG Texas, LLC | Executive Vice President, Chief of Staff and Corporate Secretary | 08-26-2020 | -- |
| | Clean Energy Asset USA LLC | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | -- |
| | Clean Energy Enterprises, Inc. | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | -- |
| | Clipperton Holdings LLC | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | -- |
| | CNG Coal Company | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | -- |
| | CNG Power Services Corporation | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | -- |
| | Correctional Solar LLC | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | -- |
| | Dairy RNG Holdings, LLC | Executive Vice President, Chief of Staff and Corporate Secretary | 01-08-2020 | -- |
| | DE Arlington Solar, LLC | Executive Vice President, Chief of Staff and Corporate Secretary | 07-24-2020 | -- |
| | DE Fluvanna Solar, LLC | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | -- |
| | DE Hanover Solar, LLC | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | -- |
| | DE Henrico Solar, LLC | Executive Vice President, Chief of Staff and Corporate Secretary | 09-17-2020 | -- |
| | DE King William Solar, LLC | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | -- |
| | DE Louisa Solar, LLC | Executive Vice President, Chief of Staff and Corporate Secretary | 05-08-2020 | -- |
| | DE Newport News Solar, LLC | Executive Vice President, Chief of Staff and Corporate Secretary | 05-08-2020 | -- |
| | DE Powhatan Solar, LLC | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | -- |
| | DE Virginia Beach Solar, LLC | Executive Vice President, Chief of Staff and Corporate Secretary | 07-06-2020 | -- |
| | DECP Holdings, Inc. | Executive Vice President, Chief of Staff and Corporate Secretary | 10-20-2020 | -- |
| | Denmark Solar, LLC | Executive Vice President, Chief of Staff and Corporate Secretary | 05-29-2020 | -- |
| | DEO Alternative Fuel, LLC | Executive Vice President, Chief of Staff and Corporate Secretary | 08-30-2021 | -- |
| | Dominion ACP Holding, Inc. | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | -- |
| | Dominion Alternative Energy Holdings, Inc. | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | -- |
| | Dominion Atlantic Coast Pipeline, LLC | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | -- |
| | Dominion Capital REMIC, Inc. | Assistant Corporate Secretary | 01-01-2018 | -- |
| | Dominion Capital Ventures Corporation | Assistant Corporate Secretary | 01-01-2018 | -- |
| | Dominion Capital, Inc. | Assistant Corporate Secretary | 01-01-2018 | -- |
| | Dominion Cogen WV, Inc. | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | -- |
| | Dominion Energy Birdseye Holdings, Inc. | Executive Vice President, Chief of Staff and Corporate Secretary | 05-05-2021 | -- |
| | Dominion Energy Fuel Services, Inc. | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | -- |
| | Dominion Energy Gas Distribution, LLC | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | -- |
| | Dominion Energy Generation Marketing, Inc. | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | -- |
| | Dominion Energy Kewaunee, Inc. | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | -- |
| | Dominion Energy Marketplace, LLC | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | -- |
| | Dominion Energy Nuclear Connecticut, Inc. | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | -- |
| | Dominion Energy Overthrust Pipeline, LLC | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | 12-31-2021 |
| | Dominion Energy Payroll Company, Inc. | Director | 06-10-2013 | -- |
| | Dominion Energy Payroll Company, Inc. | President | 10-01-2020 | -- |
| | Dominion Energy Questar Corporation | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | -- |
| | Dominion Energy Questar Pipeline Services, Inc. | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | 12-31-2021 |
| | Dominion Energy Questar Pipeline, LLC | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | 12-31-2021 |
| | Dominion Energy RNG Holdings II, Inc. | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | -- |
| | Dominion Energy RNG Holdings, Inc. | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | -- |
| | Dominion Energy Services, Inc. | President, Chief of Staff and Corporate Secretary | 12-01-2019 | -- |
| | Dominion Energy Solar CA, LLC | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | -- |
| | Dominion Energy South Carolina, Inc. | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | -- |
| | Dominion Energy Southeast Services, Inc. | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | -- |
| | Dominion Energy Technical Solutions, Inc. | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | -- |
| | Dominion Energy Technologies II, Inc. | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | -- |
| | Dominion Energy Technologies, Inc. | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | -- |
| | Dominion Energy Terminal Company, Inc. | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | -- |
| | Dominion Energy Wexpro Services Company | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | -- |
| | Dominion Energy, Inc. | Executive Vice President, Chief of Staff and Corporate Secretary and President - Dominion Energy Services | 12-01-2019 | -- |
| | Dominion Equipment III, Inc. | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | -- |
| | Dominion Equipment, Inc. | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | -- |
| | Dominion Fairless Hills, Inc. | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | -- |
| | Dominion First Source, LLC | Assistant Corporate Secretary | 01-01-2018 | -- |
| | Dominion Fowler Ridge Wind, LLC | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | -- |
| | Dominion Gas Projects Company, LLC | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | -- |
| | Dominion Generation, Inc. | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | -- |
| | Dominion Greenbrier, Inc. | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | -- |
| | Dominion High Voltage Holdings, Inc. | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | -- |
| | Dominion High Voltage MidAtlantic, Inc. | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | -- |
| | Dominion Investments, Inc. | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | -- |
| | Dominion Keystone Pipeline Holdings, Inc. | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | -- |
| | Dominion Keystone Pipeline, LLC | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | -- |
| | Dominion Land Management Company - Williamsburg | Assistant Corporate Secretary | 01-01-2018 | -- |
| | Dominion Lands - Williamsburg, Inc. | Assistant Corporate Secretary | 01-01-2018 | -- |
| | Dominion Lands, Inc. | Assistant Corporate Secretary | 01-01-2018 | -- |
| | Dominion MLP Holding Company III, Inc. | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | -- |
| | Dominion Mt. Storm Wind, LLC | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | -- |
| | Dominion Nuclear Projects, Inc. | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | -- |
| | Dominion Oklahoma Texas Exploration & Production, Inc. | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | -- |
| | Dominion Person, Inc. | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | -- |
| | Dominion Privatization Florida, LLC | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | -- |
| | Dominion Privatization Georgia, LLC | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | -- |
| | Dominion Privatization Holdings, Inc. | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | -- |
| | Dominion Privatization Kentucky, LLC | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | -- |
| | Dominion Privatization Maryland, LLC | Executive Vice President, Chief of Staff and Corporate Secretary | 05-08-2020 | -- |
| | Dominion Privatization Pennsylvania, LLC | Executive Vice President, Chief of Staff and Corporate Secretary | 05-08-2020 | -- |
| | Dominion Privatization South Carolina, LLC | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | -- |
| | Dominion Privatization Texas, LLC | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | -- |
| | Dominion Privatization Virginia, LLC | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | -- |
| | Dominion Products and Services, Inc. | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | -- |
| | Dominion Projects Services, Inc. | Director | 03-18-2015 | -- |
| | Dominion Projects Services, Inc. | President | 10-01-2020 | -- |
| | Dominion Retail Gas Holdings, Inc. | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | -- |
| | Dominion Solar Holdings IV, LLC | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | -- |
| | Dominion Solar Projects C, Inc. | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | -- |
| | Dominion Solar Projects D, Inc. | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | -- |
| | Dominion Solar Projects III, Inc. | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | -- |
| | Dominion Solar Projects IV, Inc. | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | -- |

| Name | Entity | Title | Effective Date | End Date |
|---------------------------|--|--|----------------|------------|
| | Dominion Solar Projects V, Inc. | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | -- |
| | Dominion Solar Projects VI, Inc. | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | -- |
| | Dominion Solar Projects VII, Inc. | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | -- |
| | Dominion Solar Services, Inc. | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | -- |
| | Dominion State Line, LLC | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | -- |
| | Dominion Voltage, Inc. | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | -- |
| | Dominion Wholesale, Inc. | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | -- |
| | Dominion Wind Development, LLC | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | -- |
| | Dominion Wind Projects, Inc. | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | -- |
| | Eagle Holdco Solar, LLC | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | -- |
| | Eagle Solar, LLC | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | -- |
| | Eastern Shore Solar LLC | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | -- |
| | ESCT-SA-Suffield, LLC | Executive Vice President, Chief of Staff and Corporate Secretary | 11-13-2020 | -- |
| | Fremont Farm, LLC | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | -- |
| | Governor's Land Associates | Assistant Corporate Secretary | 01-01-2018 | -- |
| | Greenville County Solar Project, LLC | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | -- |
| | Hardin Solar Energy LLC | Executive Vice President, Chief of Staff and Corporate Secretary | 06-01-2020 | -- |
| | Hecate Energy Cherrydale LLC | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | -- |
| | Hecate Energy Clarke County LLC | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | -- |
| | Hope Gas, Inc. | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | -- |
| | Innovative Solar 37, LLC | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | -- |
| | Louisiana Hydroelectric Capital, LLC | Assistant Corporate Secretary | 01-01-2018 | -- |
| | Moffett Solar 1, LLC | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | -- |
| | Moorings Farm 2, LLC | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | -- |
| | Mustang Solar, LLC | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | -- |
| | Pikeville Farm, LLC | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | -- |
| | Prairie Fork Wind Farm, LLC | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | -- |
| | PSNC Blue Ridge Corporation | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | -- |
| | PSNC Cardinal Pipeline Company | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | -- |
| | Public Service Company of North Carolina, Incorporated | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | -- |
| | QPC Holding Company, LLC | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | 12-31-2021 |
| | Qestar Energy Services, Inc. | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | 12-31-2021 |
| | Qestar Field Services, LLC | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | 12-31-2021 |
| | Qestar Gas Company | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | -- |
| | Qestar InfoComm, Inc. | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | -- |
| | Qestar Southern Trails Pipeline Company | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | 12-31-2021 |
| | Ridgeland Solar Farm I, LLC | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | -- |
| | SCANA Corporate Security Services, Inc. | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | -- |
| | SCANA Corporation | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | -- |
| | Scott-II Solar LLC | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | -- |
| | Seabrook Solar, LLC | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | -- |
| | Siler Solar, LLC | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | -- |
| | Sol Madison Solar, LLC | Executive Vice President, Chief of Staff and Corporate Secretary | 07-29-2020 | -- |
| | South Carolina Fuel Company, Inc. | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | -- |
| | South Carolina Generating Company, Inc. | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | -- |
| | Southampton Solar LLC | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | -- |
| | Summit Farms Solar, LLC | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | -- |
| | Sussex Drive Solar Project, LLC | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | -- |
| | The East Ohio Gas Company | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | -- |
| | Trask East Solar, LLC | Executive Vice President, Chief of Staff and Corporate Secretary | 10-06-2020 | -- |
| | Tredegar Solar Fund I, LLC | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | -- |
| | TWE Myrtle Solar Project, LLC | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | -- |
| | Vidalia Gichner Holdings, Inc. | Assistant Corporate Secretary | 01-01-2018 | -- |
| | Virginia Electric and Power Company | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | -- |
| | Virginia Power Fuel Corporation | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | -- |
| | Virginia Power Nuclear Services Company | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | -- |
| | Virginia Power Services Energy Corp., Inc. | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | -- |
| | Virginia Power Services, LLC | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | -- |
| | Virginia Solar 2017 Projects LLC | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | -- |
| | VP Property, Inc. | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | -- |
| | Wakefield Solar, LLC | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | -- |
| | Wexpro Company | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | -- |
| | Wexpro Development Company | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | -- |
| | Wexpro II Company | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | -- |
| | Wilkinson Solar LLC | Executive Vice President, Chief of Staff and Corporate Secretary | 12-01-2019 | -- |
| | Wilshire Holdings LLC | Assistant Corporate Secretary | 01-01-2018 | -- |
| | Yemassee Solar, LLC | Executive Vice President, Chief of Staff and Corporate Secretary | 08-07-2020 | -- |
| Ridge, Steven D. | Dominion Energy Qestar Corporation | Vice President and General Manager - Western Distribution | 10-01-2021 | -- |
| | Dominion Energy Wexpro Services Company | Vice President and General Manager - Western Distribution | 10-01-2021 | -- |
| | Qestar Gas Company | Vice President and General Manager - Western Distribution | 10-01-2021 | -- |
| | Wexpro Company | Vice President and General Manager - Western Distribution | 10-01-2021 | -- |
| | Wexpro Development Company | Vice President and General Manager - Western Distribution | 10-01-2021 | -- |
| | Wexpro II Company | Vice President and General Manager - Western Distribution | 10-01-2021 | -- |
| Showalter, Alma W. | 96WI RME LLC | Vice President - Tax | 03-23-2017 | -- |
| | Blackville Solar Farm, LLC | Vice President - Tax | 05-29-2020 | -- |
| | Blue Ocean Energy Marine, LLC | Vice President - Tax | 05-11-2020 | -- |
| | BOE Holdings, Inc. | Vice President - Tax | 05-26-2020 | -- |
| | BrightSuite Home Solar, Inc. | Vice President - Tax | 08-20-2021 | -- |
| | BrightSuite Home, LLC | Vice President - Tax | 12-01-2019 | -- |
| | BrightSuite Solar CT, Inc. | Vice President - Tax | 10-13-2020 | -- |
| | BrightSuite Solar Development, LLC | Vice President - Tax | 03-25-2021 | -- |
| | BrightSuite Solar SC, Inc. | Vice President - Tax | 08-06-2020 | -- |
| | BrightSuite Solar VA, Inc. | Vice President - Tax | 08-14-2019 | -- |
| | BrightSuite, Inc. | Vice President - Tax | 08-30-2018 | -- |
| | Buckingham Solar I LLC | Vice President - Tax | 11-21-2016 | -- |
| | CEA Dairy RNG Colorado, LLC | Vice President - Tax | 01-10-2020 | -- |
| | CEA Dairy RNG Georgia, LLC | Vice President - Tax | 01-10-2020 | -- |
| | CEA Dairy RNG Idaho, LLC | Vice President - Tax | 01-11-2021 | -- |
| | CEA Dairy RNG Kansas, LLC | Vice President - Tax | 03-03-2021 | -- |
| | CEA Dairy RNG Nevada, LLC | Vice President - Tax | 01-10-2020 | -- |
| | CEA Dairy RNG New Mexico, LLC | Vice President - Tax | 01-10-2020 | -- |
| | CEA Dairy RNG Texas, LLC | Vice President - Tax | 08-26-2020 | -- |
| | Clean Energy Asset USA LLC | Vice President - Tax | 11-14-2019 | -- |
| | Clean Energy Enterprises, Inc. | Vice President - Tax | 01-01-2019 | -- |
| | Clipperton Holdings LLC | Vice President - Tax | 10-04-2017 | -- |
| | CNG Coal Company | Vice President - Tax | 06-01-2015 | -- |
| | CNG Power Services Corporation | Vice President - Tax | 05-19-2015 | -- |
| | Correctional Solar LLC | Vice President - Tax | 11-21-2016 | -- |
| | Dairy RNG Holdings, LLC | Vice President - Tax | 01-08-2020 | -- |
| | DE Arlington Solar, LLC | Vice President - Tax | 07-24-2020 | -- |
| | DE Fluvanna Solar, LLC | Vice President - Tax | 11-12-2019 | -- |
| | DE Hanover Solar, LLC | Vice President - Tax | 11-12-2019 | -- |
| | DE Henrico Solar, LLC | Vice President - Tax | 09-17-2020 | -- |

| Name | Entity | Title | Effective Date | End Date |
|------|--|----------------------|----------------|------------|
| | DE King William Solar, LLC | Vice President - Tax | 11-12-2019 | -- |
| | DE Louisa Solar, LLC | Vice President - Tax | 05-08-2020 | -- |
| | DE Newport News Solar, LLC | Vice President - Tax | 05-08-2020 | -- |
| | DE Powhatan Solar, LLC | Vice President - Tax | 11-12-2019 | -- |
| | DE Virginia Beach Solar, LLC | Vice President - Tax | 07-06-2020 | -- |
| | DECP Holdings, Inc. | Vice President - Tax | 10-20-2020 | -- |
| | Denmark Solar, LLC | Vice President - Tax | 05-29-2020 | -- |
| | DEO Alternative Fuel, LLC | Vice President - Tax | 08-30-2021 | -- |
| | Dominion ACP Holding, Inc. | Vice President - Tax | 11-01-2014 | -- |
| | Dominion Alternative Energy Holdings, Inc. | Vice President - Tax | 04-17-2015 | -- |
| | Dominion Atlantic Coast Pipeline, LLC | Vice President - Tax | 11-01-2014 | -- |
| | Dominion Capital, Inc. | Vice President - Tax | 04-24-2015 | -- |
| | Dominion Cogen WV, Inc. | Vice President - Tax | 06-09-2015 | -- |
| | Dominion Energy Birdseye Holdings, Inc. | Vice President - Tax | 05-05-2021 | -- |
| | Dominion Energy Fuel Services, Inc. | Vice President - Tax | 08-11-2015 | -- |
| | Dominion Energy Gas Distribution, LLC | Vice President - Tax | 10-01-2019 | -- |
| | Dominion Energy Generation Marketing, Inc. | Vice President - Tax | 06-25-2015 | -- |
| | Dominion Energy Kewaunee, Inc. | Vice President - Tax | 06-25-2015 | -- |
| | Dominion Energy Marketplace, LLC | Vice President - Tax | 12-01-2019 | -- |
| | Dominion Energy Nuclear Connecticut, Inc. | Vice President - Tax | 06-25-2015 | -- |
| | Dominion Energy Overthrust Pipeline, LLC | Vice President - Tax | 09-16-2016 | 12-31-2021 |
| | Dominion Energy Payroll Company, Inc. | Vice President - Tax | 05-19-2015 | -- |
| | Dominion Energy Questar Corporation | Vice President - Tax | 09-16-2016 | -- |
| | Dominion Energy Questar Pipeline Services, Inc. | Vice President - Tax | 09-16-2016 | 12-31-2021 |
| | Dominion Energy Questar Pipeline, LLC | Vice President - Tax | 09-16-2016 | 12-31-2021 |
| | Dominion Energy RNG Holdings II, Inc. | Vice President - Tax | 09-24-2019 | -- |
| | Dominion Energy RNG Holdings, Inc. | Vice President - Tax | 10-30-2018 | -- |
| | Dominion Energy Services, Inc. | Vice President - Tax | 01-01-2014 | -- |
| | Dominion Energy Solar CA, LLC | Vice President - Tax | 06-25-2015 | -- |
| | Dominion Energy South Carolina, Inc. | Vice President - Tax | 01-01-2019 | -- |
| | Dominion Energy Southeast Services, Inc. | Vice President - Tax | 01-01-2019 | -- |
| | Dominion Energy Technical Solutions, Inc. | Vice President - Tax | 11-01-2014 | -- |
| | Dominion Energy Technologies II, Inc. | Vice President - Tax | 05-19-2015 | -- |
| | Dominion Energy Technologies, Inc. | Vice President - Tax | 05-01-2015 | -- |
| | Dominion Energy Terminal Company, Inc. | Vice President - Tax | 05-19-2015 | -- |
| | Dominion Energy Wexpro Services Company | Vice President - Tax | 06-19-2017 | -- |
| | Dominion Energy, Inc. | Vice President - Tax | 01-01-2014 | -- |
| | Dominion Equipment III, Inc. | Vice President - Tax | 06-09-2015 | -- |
| | Dominion Equipment, Inc. | Vice President - Tax | 04-17-2015 | -- |
| | Dominion Fairless Hills, Inc. | Vice President - Tax | 05-19-2015 | -- |
| | Dominion Fowler Ridge Wind, LLC | Vice President - Tax | 12-01-2019 | -- |
| | Dominion Gas Projects Company, LLC | Vice President - Tax | 11-01-2014 | -- |
| | Dominion Generation, Inc. | Vice President - Tax | 04-24-2015 | -- |
| | Dominion Greenbrier, Inc. | Vice President - Tax | 11-01-2014 | -- |
| | Dominion High Voltage Holdings, Inc. | Vice President - Tax | 11-01-2014 | -- |
| | Dominion High Voltage MidAtlantic, Inc. | Vice President - Tax | 11-01-2014 | -- |
| | Dominion Investments, Inc. | Vice President - Tax | 05-19-2015 | -- |
| | Dominion Keystone Pipeline Holdings, Inc. | Vice President - Tax | 11-01-2014 | -- |
| | Dominion Keystone Pipeline, LLC | Vice President - Tax | 11-01-2014 | -- |
| | Dominion MLP Holding Company III, Inc. | Vice President - Tax | 09-24-2015 | -- |
| | Dominion Mt. Storm Wind, LLC | Vice President - Tax | 12-01-2019 | -- |
| | Dominion Nuclear Projects, Inc. | Vice President - Tax | 05-19-2015 | -- |
| | Dominion Oklahoma Texas Exploration & Production, Inc. | Vice President - Tax | 06-01-2015 | -- |
| | Dominion Person, Inc. | Vice President - Tax | 05-19-2015 | -- |
| | Dominion Privatization Florida, LLC | Vice President - Tax | 12-01-2019 | -- |
| | Dominion Privatization Georgia, LLC | Vice President - Tax | 12-01-2019 | -- |
| | Dominion Privatization Holdings, Inc. | Vice President - Tax | 05-19-2015 | -- |
| | Dominion Privatization Kentucky, LLC | Vice President - Tax | 12-01-2019 | -- |
| | Dominion Privatization Maryland, LLC | Vice President - Tax | 05-08-2020 | -- |
| | Dominion Privatization Pennsylvania, LLC | Vice President - Tax | 05-08-2020 | -- |
| | Dominion Privatization South Carolina, LLC | Vice President - Tax | 12-01-2019 | -- |
| | Dominion Privatization Texas, LLC | Vice President - Tax | 12-01-2019 | -- |
| | Dominion Privatization Virginia, LLC | Vice President - Tax | 12-01-2019 | -- |
| | Dominion Products and Services, Inc. | Vice President - Tax | 05-19-2015 | -- |
| | Dominion Projects Services, Inc. | Vice President - Tax | 03-18-2015 | -- |
| | Dominion Retail Gas Holdings, Inc. | Vice President - Tax | 09-20-2019 | -- |
| | Dominion Solar Holdings IV, LLC | Vice President - Tax | 04-19-2016 | -- |
| | Dominion Solar Projects C, Inc. | Vice President - Tax | 04-14-2016 | -- |
| | Dominion Solar Projects D, Inc. | Vice President - Tax | 04-14-2016 | -- |
| | Dominion Solar Projects III, Inc. | Vice President - Tax | 04-07-2015 | -- |
| | Dominion Solar Projects IV, Inc. | Vice President - Tax | 10-30-2015 | -- |
| | Dominion Solar Projects V, Inc. | Vice President - Tax | 08-05-2016 | -- |
| | Dominion Solar Projects VI, Inc. | Vice President - Tax | 06-04-2018 | -- |
| | Dominion Solar Projects VII, Inc. | Vice President - Tax | 05-28-2019 | -- |
| | Dominion Solar Services, Inc. | Vice President - Tax | 08-10-2015 | -- |
| | Dominion State Line, LLC | Vice President - Tax | 12-01-2019 | -- |
| | Dominion Voltage, Inc. | Vice President - Tax | 05-19-2015 | -- |
| | Dominion Wholesale, Inc. | Vice President - Tax | 05-19-2015 | -- |
| | Dominion Wind Development, LLC | Vice President - Tax | 12-01-2019 | -- |
| | Dominion Wind Projects, Inc. | Vice President - Tax | 05-19-2015 | -- |
| | Eagle Holdco Solar, LLC | Vice President - Tax | 08-01-2018 | -- |
| | Eagle Solar, LLC | Vice President - Tax | 08-01-2018 | -- |
| | Eastern Shore Solar LLC | Vice President - Tax | 11-12-2015 | -- |
| | ESCT-SA-Suffield, LLC | Vice President - Tax | 11-13-2020 | -- |
| | Fremont Farm, LLC | Vice President - Tax | 06-29-2017 | -- |
| | Greenville County Solar Project, LLC | Vice President - Tax | 08-06-2019 | -- |
| | Hardin Solar Energy LLC | Vice President - Tax | 06-01-2020 | -- |
| | Hecate Energy Cherrydale LLC | Vice President - Tax | 09-05-2017 | -- |
| | Hecate Energy Clarke County LLC | Vice President - Tax | 06-28-2017 | -- |
| | Hope Gas, Inc. | Vice President - Tax | 11-01-2014 | -- |
| | Innovative Solar 37, LLC | Vice President - Tax | 05-11-2017 | -- |
| | Moffett Solar 1, LLC | Vice President - Tax | 11-21-2016 | -- |
| | Moorings Farm 2, LLC | Vice President - Tax | 06-29-2017 | -- |
| | Mustang Solar, LLC | Vice President - Tax | 12-15-2017 | -- |
| | Pikeville Farm, LLC | Vice President - Tax | 10-18-2017 | -- |
| | Prairie Fork Wind Farm, LLC | Vice President - Tax | 12-01-2019 | -- |
| | PSNC Blue Ridge Corporation | Vice President - Tax | 01-01-2019 | -- |
| | PSNC Cardinal Pipeline Company | Vice President - Tax | 01-01-2019 | -- |
| | Public Service Company of North Carolina, Incorporated | Vice President - Tax | 01-01-2019 | -- |
| | QPC Holding Company, LLC | Vice President - Tax | 11-04-2019 | 12-31-2021 |
| | Questar Energy Services, Inc. | Vice President - Tax | 09-16-2016 | 12-31-2021 |
| | Questar Field Services, LLC | Vice President - Tax | 09-16-2016 | 12-31-2021 |
| | Questar Gas Company | Vice President - Tax | 09-16-2016 | -- |

| Name | Entity | Title | Effective Date | End Date |
|-----------------------|--|---------------------------------------|----------------|------------|
| | Questar InfoComm, Inc. | Vice President - Tax | 09-16-2016 | -- |
| | Questar Southern Trails Pipeline Company | Vice President - Tax | 09-16-2016 | 12-31-2021 |
| | Ridgeland Solar Farm I, LLC | Vice President - Tax | 11-21-2016 | -- |
| | SCANA Corporate Security Services, Inc. | Vice President - Tax | 01-01-2019 | -- |
| | SCANA Corporation | Vice President - Tax | 01-01-2019 | -- |
| | Scott-II Solar LLC | Vice President - Tax | 11-21-2016 | -- |
| | Seabrook Solar, LLC | Vice President - Tax | 09-20-2019 | -- |
| | Siler Solar, LLC | Vice President - Tax | 07-11-2018 | -- |
| | Sol Madison Solar, LLC | Vice President - Tax | 07-29-2020 | -- |
| | South Carolina Fuel Company, Inc. | Vice President - Tax | 01-01-2019 | -- |
| | South Carolina Generating Company, Inc. | Vice President - Tax | 01-01-2019 | -- |
| | Southampton Solar LLC | Vice President - Tax | 02-27-2017 | -- |
| | Summit Farms Solar, LLC | Vice President - Tax | 08-31-2016 | -- |
| | Sussex Drive Solar Project, LLC | Vice President - Tax | 11-21-2016 | -- |
| | The East Ohio Gas Company | Vice President - Tax | 11-01-2014 | -- |
| | Trask East Solar, LLC | Vice President - Tax | 10-06-2020 | -- |
| | Tredegar Solar Fund I, LLC | Vice President - Tax | 12-01-2019 | -- |
| | TWE Myrtle Solar Project, LLC | Vice President - Tax | 08-06-2019 | -- |
| | Virginia Electric and Power Company | Vice President - Tax | 01-01-2014 | -- |
| | Virginia Power Fuel Corporation | Vice President - Tax | 04-17-2015 | -- |
| | Virginia Power Nuclear Services Company | Vice President - Tax | 08-11-2015 | -- |
| | Virginia Power Services Energy Corp., Inc. | Vice President - Tax | 11-01-2018 | -- |
| | Virginia Power Services, LLC | Vice President - Tax | 12-01-2019 | -- |
| | Virginia Solar 2017 Projects LLC | Vice President - Tax | 11-21-2016 | -- |
| | VP Property, Inc. | Vice President - Tax | 04-17-2015 | -- |
| | Wakefield Solar, LLC | Vice President - Tax | 11-01-2017 | -- |
| | Wexpro Company | Vice President - Tax | 09-16-2016 | -- |
| | Wexpro Development Company | Vice President - Tax | 09-16-2016 | -- |
| | Wexpro II Company | Vice President - Tax | 09-16-2016 | -- |
| | Wilkinson Solar LLC | Vice President - Tax | 11-18-2019 | -- |
| | Yemassee Solar, LLC | Vice President - Tax | 08-07-2020 | -- |
| Sites, Brandon | 96WI BME LLC | Vice President - Project Construction | 11-01-2020 | -- |
| | Atlantic Coast Pipeline, LLC | Alternate Manager | 10-01-2021 | -- |
| | Blackville Solar Farm, LLC | Vice President - Project Construction | 11-01-2020 | -- |
| | Blue Ocean Energy Marine, LLC | Vice President - Project Construction | 11-01-2020 | -- |
| | BOE Holdings, Inc. | Vice President - Project Construction | 11-01-2020 | -- |
| | BrightSuite Home Solar, Inc. | Vice President - Project Construction | 08-20-2021 | -- |
| | BrightSuite Home, LLC | Vice President - Project Construction | 11-01-2020 | -- |
| | BrightSuite Solar CT, Inc. | Vice President - Project Construction | 11-01-2020 | -- |
| | BrightSuite Solar Development, LLC | Vice President - Project Construction | 03-25-2021 | -- |
| | BrightSuite Solar SC, Inc. | Vice President - Project Construction | 11-01-2020 | -- |
| | BrightSuite Solar VA, Inc. | Vice President - Project Construction | 11-01-2020 | -- |
| | BrightSuite, Inc. | Vice President - Project Construction | 11-01-2020 | -- |
| | Buckingham Solar I LLC | Vice President - Project Construction | 11-01-2020 | -- |
| | CEA Dairy RNG Colorado, LLC | Vice President - Project Construction | 11-01-2020 | -- |
| | CEA Dairy RNG Georgia, LLC | Vice President - Project Construction | 11-01-2020 | -- |
| | CEA Dairy RNG Idaho, LLC | Vice President - Project Construction | 01-11-2021 | -- |
| | CEA Dairy RNG Kansas, LLC | Vice President - Project Construction | 03-03-2021 | -- |
| | CEA Dairy RNG Nevada, LLC | Vice President - Project Construction | 11-01-2020 | -- |
| | CEA Dairy RNG New Mexico, LLC | Vice President - Project Construction | 11-01-2020 | -- |
| | CEA Dairy RNG Texas, LLC | Vice President - Project Construction | 11-01-2020 | -- |
| | Clean Energy Asset USA LLC | Vice President - Project Construction | 11-01-2020 | -- |
| | Clipperton Holdings LLC | Vice President - Project Construction | 11-01-2020 | -- |
| | CNG Coal Company | Vice President - Project Construction | 11-01-2020 | -- |
| | CNG Power Services Corporation | Vice President - Project Construction | 11-01-2020 | -- |
| | Correctional Solar LLC | Vice President - Project Construction | 11-01-2020 | -- |
| | Dairy RNG Holdings, LLC | Vice President - Project Construction | 11-01-2020 | -- |
| | DE Arlington Solar, LLC | Vice President - Project Construction | 11-01-2020 | -- |
| | DE Fluvanna Solar, LLC | Vice President - Project Construction | 11-01-2020 | -- |
| | DE Hanover Solar, LLC | Vice President - Project Construction | 11-01-2020 | -- |
| | DE Henrico Solar, LLC | Vice President - Project Construction | 11-01-2020 | -- |
| | DE King William Solar, LLC | Vice President - Project Construction | 11-01-2020 | -- |
| | DE Louisa Solar, LLC | Vice President - Project Construction | 11-01-2020 | -- |
| | DE Newport News Solar, LLC | Vice President - Project Construction | 11-01-2020 | -- |
| | DE Powhatan Solar, LLC | Vice President - Project Construction | 11-01-2020 | -- |
| | DE Virginia Beach Solar, LLC | Vice President - Project Construction | 11-01-2020 | -- |
| | Denmark Solar, LLC | Vice President - Project Construction | 11-01-2020 | -- |
| | Dominion ACP Holding, Inc. | Vice President - Project Construction | 11-01-2020 | -- |
| | Dominion Atlantic Coast Pipeline, LLC | Vice President - Project Construction | 11-01-2020 | -- |
| | Dominion Energy Birdseye Holdings, Inc. | Vice President - Project Construction | 05-05-2021 | -- |
| | Dominion Energy Kewaunee, Inc. | Vice President - Project Construction | 11-01-2020 | -- |
| | Dominion Energy Marketplace, LLC | Vice President - Project Construction | 11-01-2020 | -- |
| | Dominion Energy Nuclear Connecticut, Inc. | Vice President - Project Construction | 11-01-2020 | -- |
| | Dominion Energy RNG Holdings II, Inc. | Vice President - Project Construction | 11-01-2020 | -- |
| | Dominion Energy RNG Holdings, Inc. | Vice President - Project Construction | 11-01-2020 | -- |
| | Dominion Energy Solar CA, LLC | Vice President - Project Construction | 11-01-2020 | -- |
| | Dominion Energy Technical Solutions, Inc. | Vice President - Project Construction | 11-01-2020 | -- |
| | Dominion Equipment III, Inc. | Vice President - Project Construction | 11-01-2020 | -- |
| | Dominion Equipment, Inc. | Vice President - Project Construction | 11-01-2020 | -- |
| | Dominion Fairless Hills, Inc. | Vice President - Project Construction | 11-01-2020 | -- |
| | Dominion Fowler Ridge Wind, LLC | Vice President - Project Construction | 11-01-2020 | -- |
| | Dominion Generation, Inc. | Vice President - Project Construction | 11-01-2020 | -- |
| | Dominion High Voltage Holdings, Inc. | Vice President - Project Construction | 11-01-2020 | -- |
| | Dominion High Voltage MidAtlantic, Inc. | Vice President - Project Construction | 11-01-2020 | -- |
| | Dominion Mt. Storm Wind, LLC | Vice President - Project Construction | 11-01-2020 | -- |
| | Dominion Nuclear Projects, Inc. | Vice President - Project Construction | 11-01-2020 | -- |
| | Dominion Person, Inc. | Vice President - Project Construction | 11-01-2020 | -- |
| | Dominion Privatization Florida, LLC | Vice President - Project Construction | 11-01-2020 | -- |
| | Dominion Privatization Georgia, LLC | Vice President - Project Construction | 11-01-2020 | -- |
| | Dominion Privatization Holdings, Inc. | Vice President - Project Construction | 11-01-2020 | -- |
| | Dominion Privatization Kentucky, LLC | Vice President - Project Construction | 11-01-2020 | -- |
| | Dominion Privatization Maryland, LLC | Vice President - Project Construction | 11-01-2020 | -- |
| | Dominion Privatization Pennsylvania, LLC | Vice President - Project Construction | 11-01-2020 | -- |
| | Dominion Privatization South Carolina, LLC | Vice President - Project Construction | 11-01-2020 | -- |
| | Dominion Privatization Texas, LLC | Vice President - Project Construction | 11-01-2020 | -- |
| | Dominion Privatization Virginia, LLC | Vice President - Project Construction | 11-01-2020 | -- |
| | Dominion Solar Holdings IV, LLC | Vice President - Project Construction | 11-01-2020 | -- |
| | Dominion Solar Projects C, Inc. | Vice President - Project Construction | 11-01-2020 | -- |
| | Dominion Solar Projects D, Inc. | Vice President - Project Construction | 11-01-2020 | -- |
| | Dominion Solar Projects III, Inc. | Vice President - Project Construction | 11-01-2020 | -- |
| | Dominion Solar Projects IV, Inc. | Vice President - Project Construction | 11-01-2020 | -- |
| | Dominion Solar Projects V, Inc. | Vice President - Project Construction | 11-01-2020 | -- |
| | Dominion Solar Projects VI, Inc. | Vice President - Project Construction | 11-01-2020 | -- |

| Name | Entity | Title | Effective Date | End Date |
|-------------------------------------|---|---|----------------|------------|
| | Dominion Solar Projects VII, Inc. | Vice President - Project Construction | 11-01-2020 | -- |
| | Dominion Solar Services, Inc. | Vice President - Project Construction | 11-01-2020 | -- |
| | Dominion State Line, LLC | Vice President - Project Construction | 11-01-2020 | -- |
| | Dominion Wholesale, Inc. | Vice President - Project Construction | 11-01-2020 | -- |
| | Dominion Wind Development, LLC | Vice President - Project Construction | 11-01-2020 | -- |
| | Dominion Wind Projects, Inc. | Vice President - Project Construction | 11-01-2020 | -- |
| | Eagle Holdco Solar, LLC | Vice President - Project Construction | 11-01-2020 | -- |
| | Eagle Solar, LLC | Vice President - Project Construction | 11-01-2020 | -- |
| | Eastern Shore Solar LLC | Vice President - Project Construction | 11-01-2020 | -- |
| | ESCT-SA-Suffield, LLC | Vice President - Project Construction | 11-13-2020 | -- |
| | Fremont Farm, LLC | Vice President - Project Construction | 11-01-2020 | -- |
| | Greensville County Solar Project, LLC | Vice President - Project Construction | 11-01-2020 | -- |
| | Hardin Solar Energy LLC | Vice President - Project Construction | 11-01-2020 | -- |
| | Hecate Energy Cherrydale LLC | Vice President - Project Construction | 11-01-2020 | -- |
| | Hecate Energy Clarke County LLC | Vice President - Project Construction | 11-01-2020 | -- |
| | Innovative Solar 37, LLC | Vice President - Project Construction | 11-01-2020 | -- |
| | Moffett Solar 1, LLC | Vice President - Project Construction | 11-01-2020 | -- |
| | Moorings Farm 2, LLC | Vice President - Project Construction | 11-01-2020 | -- |
| | Mustang Solar, LLC | Vice President - Project Construction | 11-01-2020 | -- |
| | Pikeville Farm, LLC | Vice President - Project Construction | 11-01-2020 | -- |
| | Prairie Fork Wind Farm, LLC | Vice President - Project Construction | 11-01-2020 | -- |
| | Questar Gas Company | Vice President - Project Construction | 02-01-2021 | -- |
| | Questar InfoComm, Inc. | Vice President - Project Construction | 11-01-2020 | -- |
| | Ridgeland Solar Farm I, LLC | Vice President - Project Construction | 11-01-2020 | -- |
| | Scott-II Solar LLC | Vice President - Project Construction | 11-01-2020 | -- |
| | Seabrook Solar, LLC | Vice President - Project Construction | 11-01-2020 | -- |
| | Siler Solar, LLC | Vice President - Project Construction | 11-01-2020 | -- |
| | Sol Madison Solar, LLC | Vice President - Project Construction | 11-01-2020 | -- |
| | Southampton Solar LLC | Vice President - Project Construction | 11-01-2020 | -- |
| | Summit Farms Solar, LLC | Vice President - Project Construction | 11-01-2020 | -- |
| | Sussex Drive Solar Project, LLC | Vice President - Project Construction | 11-01-2020 | -- |
| | Trask East Solar, LLC | Vice President - Project Construction | 11-01-2020 | -- |
| | TWE Myrtle Solar Project, LLC | Vice President - Project Construction | 11-01-2020 | -- |
| | Virginia Electric and Power Company | Vice President - Project Construction | 11-01-2020 | -- |
| | Virginia Power Fuel Corporation | Vice President - Project Construction | 11-01-2020 | -- |
| | Virginia Power Nuclear Services Company | Vice President - Project Construction | 11-01-2020 | -- |
| | Virginia Power Services Energy Corp., Inc. | Vice President - Project Construction | 11-01-2020 | -- |
| | Virginia Solar 2017 Projects LLC | Vice President - Project Construction | 11-01-2020 | -- |
| | Wakefield Solar, LLC | Vice President - Project Construction | 11-01-2020 | -- |
| | Wilkinson Solar LLC | Vice President - Project Construction | 11-01-2020 | -- |
| | Yemassee Solar, LLC | Vice President - Project Construction | 11-01-2020 | -- |
| Tornabene, Amanda "Mandy" B. | 96WI BME LLC | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | Blackville Solar Farm, LLC | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | Blue Ocean Energy Marine, LLC | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | BOE Holdings, Inc. | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | BrightSuite Home Solar, Inc. | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | BrightSuite Home, LLC | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | BrightSuite Solar CT, Inc. | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | BrightSuite Solar Development, LLC | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | BrightSuite Solar SC, Inc. | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | BrightSuite Solar VA, Inc. | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | BrightSuite, Inc. | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | Buckingham Solar I LLC | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | CEA Dairy RNG Colorado, LLC | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | CEA Dairy RNG Georgia, LLC | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | CEA Dairy RNG Idaho, LLC | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | CEA Dairy RNG Kansas, LLC | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | CEA Dairy RNG Nevada, LLC | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | CEA Dairy RNG New Mexico, LLC | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | CEA Dairy RNG Texas, LLC | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | Clean Energy Asset USA LLC | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | Clean Energy Enterprises, Inc. | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | Clipperton Holdings LLC | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | CNG Coal Company | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | CNG Power Services Corporation | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | Correctional Solar LLC | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | Dairy RNG Holdings, LLC | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | DE Arlington Solar, LLC | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | DE Fluvanna Solar, LLC | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | DE Hanover Solar, LLC | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | DE Henrico Solar, LLC | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | DE King William Solar, LLC | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | DE Louisa Solar, LLC | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | DE Newport News Solar, LLC | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | DE Powhatan Solar, LLC | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | DE Virginia Beach Solar, LLC | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | DECP Holdings, Inc. | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | Denmark Solar, LLC | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | DEO Alternative Fuel, LLC | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | Dominion ACP Holding, Inc. | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | Dominion Alternative Energy Holdings, Inc. | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | Dominion Atlantic Coast Pipeline, LLC | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | Dominion Capital, Inc. | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | Dominion Cogen WV, Inc. | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | Dominion Energy Birdseye Holdings, Inc. | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | Dominion Energy Fuel Services, Inc. | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | Dominion Energy Gas Distribution, LLC | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | Dominion Energy Generation Marketing, Inc. | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | Dominion Energy Kewaunee, Inc. | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | Dominion Energy Marketplace, LLC | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | Dominion Energy Nuclear Connecticut, Inc. | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | Dominion Energy Overthrust Pipeline, LLC | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | 12-31-2021 |
| | Dominion Energy Payroll Company, Inc. | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | Dominion Energy Questar Corporation | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | Dominion Energy Questar Pipeline Services, Inc. | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | 12-31-2021 |
| | Dominion Energy Questar Pipeline, LLC | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | 12-31-2021 |
| | Dominion Energy RNG Holdings II, Inc. | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | Dominion Energy RNG Holdings, Inc. | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | Dominion Energy Services, Inc. | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | Dominion Energy Solar CA, LLC | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | Dominion Energy South Carolina, Inc. | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | Dominion Energy Technical Solutions, Inc. | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | Dominion Energy Technologies II, Inc. | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |

| Name | Entity | Title | Effective Date | End Date |
|---------------------------|--|--|----------------|------------|
| | Dominion Energy Technologies, Inc. | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | Dominion Energy Terminal Company, Inc. | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | Dominion Energy Wexpro Services Company | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | Dominion Energy, Inc. | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | Dominion Equipment III, Inc. | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | Dominion Equipment, Inc. | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | Dominion Fairless Hills, Inc. | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | Dominion Fowler Ridge Wind, LLC | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | Dominion Gas Projects Company, LLC | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | Dominion Generation, Inc. | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | Dominion Greenbrier, Inc. | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | Dominion High Voltage Holdings, Inc. | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | Dominion High Voltage MidAtlantic, Inc. | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | Dominion Investments, Inc. | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | Dominion Keystone Pipeline Holdings, Inc. | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | Dominion Keystone Pipeline, LLC | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | Dominion MLP Holding Company III, Inc. | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | Dominion Mt. Storm Wind, LLC | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | Dominion Nuclear Projects, Inc. | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | Dominion Oklahoma Texas Exploration & Production, Inc. | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | Dominion Person, Inc. | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | Dominion Privatization Florida, LLC | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | Dominion Privatization Georgia, LLC | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | Dominion Privatization Holdings, Inc. | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | Dominion Privatization Kentucky, LLC | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | Dominion Privatization Maryland, LLC | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | Dominion Privatization Pennsylvania, LLC | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | Dominion Privatization South Carolina, LLC | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | Dominion Privatization Texas, LLC | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | Dominion Privatization Virginia, LLC | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | Dominion Products and Services, Inc. | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | Dominion Projects Services, Inc. | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | Dominion Retail Gas Holdings, Inc. | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | Dominion Solar Holdings IV, LLC | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | Dominion Solar Projects C, Inc. | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | Dominion Solar Projects D, Inc. | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | Dominion Solar Projects III, Inc. | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | Dominion Solar Projects IV, Inc. | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | Dominion Solar Projects V, Inc. | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | Dominion Solar Projects VI, Inc. | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | Dominion Solar Projects VII, Inc. | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | Dominion Solar Services, Inc. | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | Dominion State Line, LLC | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | Dominion Voltage, Inc. | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | Dominion Wholesale, Inc. | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | Dominion Wind Development, LLC | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | Dominion Wind Projects, Inc. | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | Eagle Holdco Solar, LLC | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | Eagle Solar, LLC | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | Eastern Shore Solar LLC | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | ESCT-SA-Suffield, LLC | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | Fremont Farm, LLC | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | Greensville County Solar Project, LLC | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | Hardin Solar Energy LLC | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | Hecate Energy Cherrydale LLC | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | Hecate Energy Clarke County LLC | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | Hope Gas, Inc. | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | Innovative Solar 37, LLC | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | Moffett Solar 1, LLC | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | Moorings Farm 2, LLC | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | Mustang Solar, LLC | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | Pikeville Farm, LLC | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | Prairie Fork Wind Farm, LLC | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | PSNC Blue Ridge Corporation | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | PSNC Cardinal Pipeline Company | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | Public Service Company of North Carolina, Incorporated | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | QPC Holding Company, LLC | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | 12-31-2021 |
| | Questar Energy Services, Inc. | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | 12-31-2021 |
| | Questar Field Services, LLC | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | 12-31-2021 |
| | Questar Gas Company | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | Questar InfoComm, Inc. | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | Questar Southern Trails Pipeline Company | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | 12-31-2021 |
| | Ridgeland Solar Farm I, LLC | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | SCANA Corporate Security Services, Inc. | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | SCANA Corporation | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | Scott-II Solar LLC | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | Seabrook Solar, LLC | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | Siler Solar, LLC | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | Sol Madison Solar, LLC | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | South Carolina Fuel Company, Inc. | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | South Carolina Generating Company, Inc. | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | Southampton Solar LLC | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | Summit Farms Solar, LLC | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | Sussex Drive Solar Project, LLC | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | The East Ohio Gas Company | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | Trask East Solar, LLC | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | Tredegar Solar Fund I, LLC | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | TWE Myrtle Solar Project, LLC | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | Virginia Electric and Power Company | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | Virginia Power Fuel Corporation | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | Virginia Power Nuclear Services Company | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | Virginia Power Services Energy Corp., Inc. | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | Virginia Power Services, LLC | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | Virginia Solar 2017 Projects LLC | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | VP Property, Inc. | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | Wakefield Solar, LLC | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | Wexpro Company | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | Wexpro Development Company | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | Wexpro II Company | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | Wilkinson Solar LLC | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| | Yemassee Solar, LLC | Vice President - Governance and Assistant Corporate Secretary | 09-01-2021 | -- |
| Wagstaff, Craig C. | Dominion Energy Questar Corporation | Senior Vice President and General Manager - Western Distribution | 10-01-2019 | 03-01-2022 |
| | Dominion Energy Wexpro Services Company | Senior Vice President and General Manager - Western Distribution | 10-01-2019 | 03-01-2022 |

| Name | Entity | Title | Effective Date | End Date |
|---------------------------|--|--|----------------|------------|
| | Questar Gas Company | Senior Vice President and General Manager - Western Distribution | 10-01-2019 | 03-01-2022 |
| | Wexpro Company | Senior Vice President and General Manager - Western Distribution | 10-01-2019 | 03-01-2022 |
| | Wexpro Development Company | Senior Vice President and General Manager - Western Distribution | 10-01-2019 | 03-01-2022 |
| | Wexpro I Company | Senior Vice President and General Manager - Western Distribution | 10-01-2019 | 03-01-2022 |
| Wellener, Wendy T. | 96WI 8ME LLC | Vice President - Shared Services | 01-01-2018 | -- |
| | Blackville Solar Farm, LLC | Vice President - Shared Services | 05-29-2020 | -- |
| | Blue Ocean Energy Marine, LLC | Vice President - Shared Services | 05-11-2020 | -- |
| | BOE Holdings, Inc. | Vice President - Shared Services | 05-26-2020 | -- |
| | BrightSuite Home Solar, Inc. | Vice President - Shared Services | 08-20-2021 | -- |
| | BrightSuite Home, LLC | Vice President - Shared Services | 08-30-2018 | -- |
| | BrightSuite Solar CT, Inc. | Vice President - Shared Services | 10-13-2020 | -- |
| | BrightSuite Solar Development, LLC | Vice President - Shared Services | 03-25-2021 | -- |
| | BrightSuite Solar SC, Inc. | Vice President - Shared Services | 08-06-2020 | -- |
| | BrightSuite Solar VA, Inc. | Vice President - Shared Services | 08-14-2019 | -- |
| | BrightSuite, Inc. | Vice President - Shared Services | 08-30-2018 | -- |
| | Buckingham Solar I LLC | Vice President - Shared Services | 01-01-2018 | -- |
| | CEA Dairy RNG Colorado, LLC | Vice President - Shared Services | 01-10-2020 | -- |
| | CEA Dairy RNG Georgia, LLC | Vice President - Shared Services | 01-10-2020 | -- |
| | CEA Dairy RNG Idaho, LLC | Vice President - Shared Services | 01-11-2021 | -- |
| | CEA Dairy RNG Kansas, LLC | Vice President - Shared Services | 03-03-2021 | -- |
| | CEA Dairy RNG Nevada, LLC | Vice President - Shared Services | 01-10-2020 | -- |
| | CEA Dairy RNG New Mexico, LLC | Vice President - Shared Services | 01-10-2020 | -- |
| | CEA Dairy RNG Texas, LLC | Vice President - Shared Services | 08-26-2020 | -- |
| | Clean Energy Asset USA LLC | Vice President - Shared Services | 11-14-2019 | -- |
| | Clean Energy Enterprises, Inc. | Vice President - Shared Services | 12-01-2019 | -- |
| | Clipperton Holdings LLC | Vice President - Shared Services | 01-01-2018 | -- |
| | CNG Coal Company | Vice President - Shared Services | 01-01-2018 | -- |
| | CNG Power Services Corporation | Vice President - Shared Services | 01-01-2018 | -- |
| | Correctional Solar LLC | Vice President - Shared Services | 01-01-2018 | -- |
| | Dairy RNG Holdings, LLC | Vice President - Shared Services | 01-08-2020 | -- |
| | DE Arlington Solar, LLC | Vice President - Shared Services | 07-24-2020 | -- |
| | DE Fluvanna Solar, LLC | Vice President - Shared Services | 11-12-2019 | -- |
| | DE Hanover Solar, LLC | Vice President - Shared Services | 11-12-2019 | -- |
| | DE Henrico Solar, LLC | Vice President - Shared Services | 09-17-2020 | -- |
| | DE King William Solar, LLC | Vice President - Shared Services | 11-12-2019 | -- |
| | DE Louisa Solar, LLC | Vice President - Shared Services | 05-08-2020 | -- |
| | DE Newport News Solar, LLC | Vice President - Shared Services | 05-08-2020 | -- |
| | DE Powhatan Solar, LLC | Vice President - Shared Services | 11-12-2019 | -- |
| | DE Virginia Beach Solar, LLC | Vice President - Shared Services | 07-06-2020 | -- |
| | DECP Holdings, Inc. | Vice President - Shared Services | 10-20-2020 | -- |
| | Denmark Solar, LLC | Vice President - Shared Services | 05-29-2020 | -- |
| | DEO Alternative Fuel, LLC | Vice President - Shared Services | 08-30-2021 | -- |
| | Dominion ACP Holding, Inc. | Vice President - Shared Services | 12-01-2019 | -- |
| | Dominion Alternative Energy Holdings, Inc. | Vice President - Shared Services | 01-01-2018 | -- |
| | Dominion Atlantic Coast Pipeline, LLC | Vice President - Shared Services | 12-01-2019 | -- |
| | Dominion Capital, Inc. | Vice President - Shared Services | 12-01-2019 | -- |
| | Dominion Cogen WV, Inc. | Vice President - Shared Services | 01-01-2018 | -- |
| | Dominion Energy Birdseye Holdings, Inc. | Vice President - Shared Services | 05-05-2021 | -- |
| | Dominion Energy Fuel Services, Inc. | Vice President - Shared Services | 12-01-2019 | -- |
| | Dominion Energy Gas Distribution, LLC | Vice President - Shared Services | 12-01-2019 | -- |
| | Dominion Energy Generation Marketing, Inc. | Vice President - Shared Services | 01-01-2018 | -- |
| | Dominion Energy Kewaunee, Inc. | Vice President - Shared Services | 01-01-2018 | -- |
| | Dominion Energy Marketplace, LLC | Vice President - Shared Services | 08-30-2018 | -- |
| | Dominion Energy Nuclear Connecticut, Inc. | Vice President - Shared Services | 01-01-2018 | -- |
| | Dominion Energy Payroll Company, Inc. | Vice President - Shared Services | 12-01-2019 | -- |
| | Dominion Energy Questar Corporation | Vice President - Shared Services | 01-01-2018 | -- |
| | Dominion Energy Questar Pipeline Services, Inc. | Vice President - Shared Services | 01-01-2018 | 12-31-2021 |
| | Dominion Energy Questar Pipeline, LLC | Vice President - Shared Services | 01-01-2018 | 12-31-2021 |
| | Dominion Energy RNG Holdings II, Inc. | Vice President - Shared Services | 09-24-2019 | -- |
| | Dominion Energy RNG Holdings, Inc. | Vice President - Shared Services | 10-30-2018 | -- |
| | Dominion Energy Services, Inc. | Vice President - Shared Services | 01-01-2018 | -- |
| | Dominion Energy Solar CA, LLC | Vice President - Shared Services | 01-01-2018 | -- |
| | Dominion Energy South Carolina, Inc. | Vice President - Shared Services | 12-01-2019 | -- |
| | Dominion Energy Southeast Services, Inc. | Vice President - Shared Services | 12-01-2019 | -- |
| | Dominion Energy Technical Solutions, Inc. | Vice President - Shared Services | 01-01-2018 | -- |
| | Dominion Energy Technologies II, Inc. | Vice President - Shared Services | 01-01-2018 | -- |
| | Dominion Energy Technologies, Inc. | Vice President - Shared Services | 01-01-2018 | -- |
| | Dominion Energy Terminal Company, Inc. | Vice President - Shared Services | 01-01-2018 | -- |
| | Dominion Energy Wexpro Services Company | Vice President - Shared Services | 01-01-2018 | -- |
| | Dominion Energy, Inc. | Vice President - Shared Services | 01-01-2018 | -- |
| | Dominion Equipment III, Inc. | Vice President - Shared Services | 01-01-2018 | -- |
| | Dominion Equipment, Inc. | Vice President - Shared Services | 01-01-2018 | -- |
| | Dominion Fairless Hills, Inc. | Vice President - Shared Services | 01-01-2018 | -- |
| | Dominion Fowler Ridge Wind, LLC | Vice President - Shared Services | 01-01-2018 | -- |
| | Dominion Gas Projects Company, LLC | Vice President - Shared Services | 01-01-2018 | -- |
| | Dominion Generation, Inc. | Vice President - Shared Services | 01-01-2018 | -- |
| | Dominion Greenbrier, Inc. | Vice President - Shared Services | 01-01-2018 | -- |
| | Dominion High Voltage Holdings, Inc. | Vice President - Shared Services | 01-01-2018 | -- |
| | Dominion High Voltage MidAtlantic, Inc. | Vice President - Shared Services | 01-01-2018 | -- |
| | Dominion Investments, Inc. | Vice President - Shared Services | 01-01-2018 | -- |
| | Dominion Keystone Pipeline Holdings, Inc. | Vice President - Shared Services | 01-01-2018 | -- |
| | Dominion Keystone Pipeline, LLC | Vice President - Shared Services | 01-01-2018 | -- |
| | Dominion MLP Holding Company III, Inc. | Vice President - Shared Services | 12-01-2019 | -- |
| | Dominion Mt. Storm Wind, LLC | Vice President - Shared Services | 01-01-2018 | -- |
| | Dominion Nuclear Projects, Inc. | Vice President - Shared Services | 01-01-2018 | -- |
| | Dominion Oklahoma Texas Exploration & Production, Inc. | Vice President - Shared Services | 01-01-2018 | -- |
| | Dominion Person, Inc. | Vice President - Shared Services | 01-01-2018 | -- |
| | Dominion Privatization Florida, LLC | Vice President - Shared Services | 01-01-2018 | -- |
| | Dominion Privatization Georgia, LLC | Vice President - Shared Services | 01-01-2018 | -- |
| | Dominion Privatization Holdings, Inc. | Vice President - Shared Services | 01-01-2018 | -- |
| | Dominion Privatization Kentucky, LLC | Vice President - Shared Services | 01-01-2018 | -- |
| | Dominion Privatization Maryland, LLC | Vice President - Shared Services | 05-08-2020 | -- |
| | Dominion Privatization Pennsylvania, LLC | Vice President - Shared Services | 05-08-2020 | -- |
| | Dominion Privatization South Carolina, LLC | Vice President - Shared Services | 01-01-2018 | -- |
| | Dominion Privatization Texas, LLC | Vice President - Shared Services | 01-01-2018 | -- |
| | Dominion Privatization Virginia, LLC | Vice President - Shared Services | 07-18-2018 | -- |
| | Dominion Products and Services, Inc. | Vice President - Shared Services | 01-01-2018 | -- |
| | Dominion Projects Services, Inc. | Vice President - Shared Services | 12-01-2019 | -- |
| | Dominion Retail Gas Holdings, Inc. | Vice President - Shared Services | 09-20-2019 | -- |
| | Dominion Solar Holdings IV, LLC | Vice President - Shared Services | 01-01-2018 | -- |
| | Dominion Solar Projects C, Inc. | Vice President - Shared Services | 01-01-2018 | -- |
| | Dominion Solar Projects D, Inc. | Vice President - Shared Services | 01-01-2018 | -- |
| | Dominion Solar Projects III, Inc. | Vice President - Shared Services | 01-01-2018 | -- |

| Name | Entity | Title | Effective Date | End Date |
|---------------------------|--|----------------------------------|----------------|------------|
| | Dominion Solar Projects IV, Inc. | Vice President - Shared Services | 01-01-2018 | -- |
| | Dominion Solar Projects V, Inc. | Vice President - Shared Services | 01-01-2018 | -- |
| | Dominion Solar Projects VI, Inc. | Vice President - Shared Services | 06-04-2018 | -- |
| | Dominion Solar Projects VII, Inc. | Vice President - Shared Services | 05-28-2019 | -- |
| | Dominion Solar Services, Inc. | Vice President - Shared Services | 01-01-2018 | -- |
| | Dominion State Line, LLC | Vice President - Shared Services | 01-01-2018 | -- |
| | Dominion Voltage, Inc. | Vice President - Shared Services | 01-01-2018 | -- |
| | Dominion Wholesale, Inc. | Vice President - Shared Services | 01-01-2018 | -- |
| | Dominion Wind Development, LLC | Vice President - Shared Services | 01-01-2018 | -- |
| | Dominion Wind Projects, Inc. | Vice President - Shared Services | 01-01-2018 | -- |
| | Eagle Holdco Solar, LLC | Vice President - Shared Services | 08-01-2018 | -- |
| | Eagle Solar, LLC | Vice President - Shared Services | 08-01-2018 | -- |
| | Eastern Shore Solar LLC | Vice President - Shared Services | 01-01-2018 | -- |
| | ESCT-SA-Suffield, LLC | Vice President - Shared Services | 11-13-2020 | -- |
| | Fremont Farm, LLC | Vice President - Shared Services | 01-01-2018 | -- |
| | Greensville County Solar Project, LLC | Vice President - Shared Services | 08-06-2019 | -- |
| | Hardin Solar Energy LLC | Vice President - Shared Services | 06-01-2020 | -- |
| | Hecate Energy Cherrydale LLC | Vice President - Shared Services | 01-01-2018 | -- |
| | Hecate Energy Clarke County LLC | Vice President - Shared Services | 01-01-2018 | -- |
| | Hope Gas, Inc. | Vice President - Shared Services | 01-01-2018 | -- |
| | Innovative Solar 37, LLC | Vice President - Shared Services | 01-01-2018 | -- |
| | Moffett Solar 1, LLC | Vice President - Shared Services | 01-01-2018 | -- |
| | Moorings Farm 2, LLC | Vice President - Shared Services | 01-01-2018 | -- |
| | Mustang Solar, LLC | Vice President - Shared Services | 01-01-2018 | -- |
| | Pikeville Farm, LLC | Vice President - Shared Services | 01-01-2018 | -- |
| | Prairie Fork Wind Farm, LLC | Vice President - Shared Services | 01-01-2018 | -- |
| | PSNC Blue Ridge Corporation | Vice President - Shared Services | 12-01-2019 | -- |
| | PSNC Cardinal Pipeline Company | Vice President - Shared Services | 12-01-2019 | -- |
| | Public Service Company of North Carolina, Incorporated | Vice President - Shared Services | 12-01-2019 | -- |
| | QPC Holding Company, LLC | Vice President - Shared Services | 11-04-2019 | 12-31-2021 |
| | Questar Energy Services, Inc. | Vice President - Shared Services | 01-01-2018 | 12-31-2021 |
| | Questar Field Services, LLC | Vice President - Shared Services | 01-01-2018 | 12-31-2021 |
| | Questar Gas Company | Vice President - Shared Services | 01-01-2018 | -- |
| | Questar InfoComm, Inc. | Vice President - Shared Services | 01-01-2018 | -- |
| | Questar Southern Trails Pipeline Company | Vice President - Shared Services | 01-01-2018 | 12-31-2021 |
| | Ridgeland Solar Farm I, LLC | Vice President - Shared Services | 01-01-2018 | -- |
| | SCANA Corporate Security Services, Inc. | Vice President - Shared Services | 12-01-2019 | -- |
| | SCANA Corporation | Vice President - Shared Services | 12-01-2019 | -- |
| | Scott-II Solar LLC | Vice President - Shared Services | 01-01-2018 | -- |
| | Seabrook Solar, LLC | Vice President - Shared Services | 09-20-2019 | -- |
| | Siler Solar, LLC | Vice President - Shared Services | 07-11-2018 | -- |
| | Sol Madison Solar, LLC | Vice President - Shared Services | 07-29-2020 | -- |
| | South Carolina Fuel Company, Inc. | Vice President - Shared Services | 12-01-2019 | -- |
| | South Carolina Generating Company, Inc. | Vice President - Shared Services | 12-01-2019 | -- |
| | Southampton Solar LLC | Vice President - Shared Services | 01-01-2018 | -- |
| | Summit Farms Solar, LLC | Vice President - Shared Services | 01-01-2018 | -- |
| | Sussex Drive Solar Project, LLC | Vice President - Shared Services | 01-01-2018 | -- |
| | The East Ohio Gas Company | Vice President - Shared Services | 01-01-2018 | -- |
| | Trask East Solar, LLC | Vice President - Shared Services | 10-06-2020 | -- |
| | Tredegard Solar Fund I, LLC | Vice President - Shared Services | 01-01-2018 | -- |
| | TWE Myrtle Solar Project, LLC | Vice President - Shared Services | 08-06-2019 | -- |
| | Virginia Electric and Power Company | Vice President - Shared Services | 01-01-2018 | -- |
| | Virginia Power Fuel Corporation | Vice President - Shared Services | 01-01-2018 | -- |
| | Virginia Power Nuclear Services Company | Vice President - Shared Services | 12-01-2019 | -- |
| | Virginia Power Services Energy Corp., Inc. | Vice President - Shared Services | 12-01-2019 | -- |
| | Virginia Power Services, LLC | Vice President - Shared Services | 01-01-2018 | -- |
| | Virginia Solar 2017 Projects LLC | Vice President - Shared Services | 01-01-2018 | -- |
| | VP Property, Inc. | Vice President - Shared Services | 01-01-2018 | -- |
| | Wakefield Solar, LLC | Vice President - Shared Services | 01-01-2018 | -- |
| | Wexpro Company | Vice President - Shared Services | 01-01-2018 | -- |
| | Wexpro Development Company | Vice President - Shared Services | 01-01-2018 | -- |
| | Wexpro II Company | Vice President - Shared Services | 01-01-2018 | -- |
| | Wilkinson Solar LLC | Vice President - Shared Services | 11-18-2019 | -- |
| | Yemassee Solar, LLC | Vice President - Shared Services | 08-07-2020 | -- |
| Williams, Jason E. | 96WI BME LLC | Vice President - Environmental | 09-01-2021 | -- |
| | Blackville Solar Farm, LLC | Vice President - Environmental | 09-01-2021 | -- |
| | Blue Ocean Energy Marine, LLC | Vice President - Environmental | 09-01-2021 | -- |
| | BOE Holdings, Inc. | Vice President - Environmental | 09-01-2021 | -- |
| | BrightSuite Home Solar, Inc. | Vice President - Environmental | 09-01-2021 | -- |
| | BrightSuite Home, LLC | Vice President - Environmental | 09-01-2021 | -- |
| | BrightSuite Solar CT, Inc. | Vice President - Environmental | 09-01-2021 | -- |
| | BrightSuite Solar Development, LLC | Vice President - Environmental | 09-01-2021 | -- |
| | BrightSuite Solar SC, Inc. | Vice President - Environmental | 09-01-2021 | -- |
| | BrightSuite Solar VA, Inc. | Vice President - Environmental | 09-01-2021 | -- |
| | BrightSuite, Inc. | Vice President - Environmental | 09-01-2021 | -- |
| | Buckingham Solar I LLC | Vice President - Environmental | 09-01-2021 | -- |
| | CEA Dairy RNG Colorado, LLC | Vice President - Environmental | 09-01-2021 | -- |
| | CEA Dairy RNG Georgia, LLC | Vice President - Environmental | 09-01-2021 | -- |
| | CEA Dairy RNG Idaho, LLC | Vice President - Environmental | 09-01-2021 | -- |
| | CEA Dairy RNG Kansas, LLC | Vice President - Environmental | 09-01-2021 | -- |
| | CEA Dairy RNG Nevada, LLC | Vice President - Environmental | 09-01-2021 | -- |
| | CEA Dairy RNG New Mexico, LLC | Vice President - Environmental | 09-01-2021 | -- |
| | CEA Dairy RNG Texas, LLC | Vice President - Environmental | 09-01-2021 | -- |
| | Clean Energy Asset USA LLC | Vice President - Environmental | 09-01-2021 | -- |
| | Clean Energy Enterprises, Inc. | Vice President - Environmental | 09-01-2021 | -- |
| | Clipperton Holdings LLC | Vice President - Environmental | 09-01-2021 | -- |
| | CNG Coal Company | Vice President - Environmental | 09-01-2021 | -- |
| | CNG Power Services Corporation | Vice President - Environmental | 09-01-2021 | -- |
| | Correctional Solar LLC | Vice President - Environmental | 09-01-2021 | -- |
| | Dairy RNG Holdings, LLC | Vice President - Environmental | 09-01-2021 | -- |
| | DE Arlington Solar, LLC | Vice President - Environmental | 09-01-2021 | -- |
| | DE Fluvanna Solar, LLC | Vice President - Environmental | 09-01-2021 | -- |
| | DE Hanover Solar, LLC | Vice President - Environmental | 09-01-2021 | -- |
| | DE Henrico Solar, LLC | Vice President - Environmental | 09-01-2021 | -- |
| | DE King William Solar, LLC | Vice President - Environmental | 09-01-2021 | -- |
| | DE Louisa Solar, LLC | Vice President - Environmental | 09-01-2021 | -- |
| | DE Newport News Solar, LLC | Vice President - Environmental | 09-01-2021 | -- |
| | DE Powhatan Solar, LLC | Vice President - Environmental | 09-01-2021 | -- |
| | DE Virginia Beach Solar, LLC | Vice President - Environmental | 09-01-2021 | -- |
| | DECP Holdings, Inc. | Vice President - Environmental | 09-01-2021 | -- |
| | Denmark Solar, LLC | Vice President - Environmental | 09-01-2021 | -- |
| | DEO Alternative Fuel, LLC | Vice President - Environmental | 09-01-2021 | -- |
| | Dominion ACP Holding, Inc. | Vice President - Environmental | 09-01-2021 | -- |

| Name | Entity | Title | Effective Date | End Date |
|------|--|--------------------------------|----------------|------------|
| | Dominion Alternative Energy Holdings, Inc. | Vice President - Environmental | 09-01-2021 | -- |
| | Dominion Atlantic Coast Pipeline, LLC | Vice President - Environmental | 09-01-2021 | -- |
| | Dominion Capital, Inc. | Vice President - Environmental | 09-01-2021 | -- |
| | Dominion Cogen WV, Inc. | Vice President - Environmental | 09-01-2021 | -- |
| | Dominion Energy Birdseye Holdings, Inc. | Vice President - Environmental | 09-01-2021 | -- |
| | Dominion Energy Fuel Services, Inc. | Vice President - Environmental | 09-01-2021 | -- |
| | Dominion Energy Gas Distribution, LLC | Vice President - Environmental | 09-01-2021 | -- |
| | Dominion Energy Generation Marketing, Inc. | Vice President - Environmental | 09-01-2021 | -- |
| | Dominion Energy Kewaunee, Inc. | Vice President - Environmental | 09-01-2021 | -- |
| | Dominion Energy Marketplace, LLC | Vice President - Environmental | 09-01-2021 | -- |
| | Dominion Energy Nuclear Connecticut, Inc. | Vice President - Environmental | 09-01-2021 | -- |
| | Dominion Energy Overthrust Pipeline, LLC | Vice President - Environmental | 09-01-2021 | 12-31-2021 |
| | Dominion Energy Payroll Company, Inc. | Vice President - Environmental | 09-01-2021 | -- |
| | Dominion Energy Questar Corporation | Vice President - Environmental | 09-01-2021 | -- |
| | Dominion Energy Questar Pipeline Services, Inc. | Vice President - Environmental | 09-01-2021 | 12-31-2021 |
| | Dominion Energy Questar Pipeline, LLC | Vice President - Environmental | 09-01-2021 | 12-31-2021 |
| | Dominion Energy RNG Holdings II, Inc. | Vice President - Environmental | 09-01-2021 | -- |
| | Dominion Energy RNG Holdings, Inc. | Vice President - Environmental | 09-01-2021 | -- |
| | Dominion Energy Services, Inc. | Vice President - Environmental | 09-01-2021 | -- |
| | Dominion Energy Solar CA, LLC | Vice President - Environmental | 09-01-2021 | -- |
| | Dominion Energy South Carolina, Inc. | Vice President - Environmental | 09-01-2021 | -- |
| | Dominion Energy Southeast Services, Inc. | Vice President - Environmental | 09-01-2021 | -- |
| | Dominion Energy Technical Solutions, Inc. | Vice President - Environmental | 09-01-2021 | -- |
| | Dominion Energy Technologies II, Inc. | Vice President - Environmental | 09-01-2021 | -- |
| | Dominion Energy Technologies, Inc. | Vice President - Environmental | 09-01-2021 | -- |
| | Dominion Energy Terminal Company, Inc. | Vice President - Environmental | 09-01-2021 | -- |
| | Dominion Energy Wexpro Services Company | Vice President - Environmental | 09-01-2021 | -- |
| | Dominion Energy, Inc. | Vice President - Environmental | 09-01-2021 | -- |
| | Dominion Equipment III, Inc. | Vice President - Environmental | 09-01-2021 | -- |
| | Dominion Equipment, Inc. | Vice President - Environmental | 09-01-2021 | -- |
| | Dominion Fairless Hills, Inc. | Vice President - Environmental | 09-01-2021 | -- |
| | Dominion Fowler Ridge Wind, LLC | Vice President - Environmental | 09-01-2021 | -- |
| | Dominion Gas Projects Company, LLC | Vice President - Environmental | 09-01-2021 | -- |
| | Dominion Generation, Inc. | Vice President - Environmental | 09-01-2021 | -- |
| | Dominion Greenbrier, Inc. | Vice President - Environmental | 09-01-2021 | -- |
| | Dominion High Voltage Holdings, Inc. | Vice President - Environmental | 09-01-2021 | -- |
| | Dominion High Voltage MidAtlantic, Inc. | Vice President - Environmental | 09-01-2021 | -- |
| | Dominion Investments, Inc. | Vice President - Environmental | 09-01-2021 | -- |
| | Dominion Keystone Pipeline Holdings, Inc. | Vice President - Environmental | 09-01-2021 | -- |
| | Dominion Keystone Pipeline, LLC | Vice President - Environmental | 09-01-2021 | -- |
| | Dominion MLP Holding Company III, Inc. | Vice President - Environmental | 09-01-2021 | -- |
| | Dominion Mt. Storm Wind, LLC | Vice President - Environmental | 09-01-2021 | -- |
| | Dominion Nuclear Projects, Inc. | Vice President - Environmental | 09-01-2021 | -- |
| | Dominion Oklahoma Texas Exploration & Production, Inc. | Vice President - Environmental | 09-01-2021 | -- |
| | Dominion Person, Inc. | Vice President - Environmental | 09-01-2021 | -- |
| | Dominion Privatization Florida, LLC | Vice President - Environmental | 09-01-2021 | -- |
| | Dominion Privatization Georgia, LLC | Vice President - Environmental | 09-01-2021 | -- |
| | Dominion Privatization Holdings, Inc. | Vice President - Environmental | 09-01-2021 | -- |
| | Dominion Privatization Kentucky, LLC | Vice President - Environmental | 09-01-2021 | -- |
| | Dominion Privatization Maryland, LLC | Vice President - Environmental | 09-01-2021 | -- |
| | Dominion Privatization Pennsylvania, LLC | Vice President - Environmental | 09-01-2021 | -- |
| | Dominion Privatization South Carolina, LLC | Vice President - Environmental | 09-01-2021 | -- |
| | Dominion Privatization Texas, LLC | Vice President - Environmental | 09-01-2021 | -- |
| | Dominion Privatization Virginia, LLC | Vice President - Environmental | 09-01-2021 | -- |
| | Dominion Products and Services, Inc. | Vice President - Environmental | 09-01-2021 | -- |
| | Dominion Projects Services, Inc. | Vice President - Environmental | 09-01-2021 | -- |
| | Dominion Retail Gas Holdings, Inc. | Vice President - Environmental | 09-01-2021 | -- |
| | Dominion Solar Holdings IV, LLC | Vice President - Environmental | 09-01-2021 | -- |
| | Dominion Solar Projects C, Inc. | Vice President - Environmental | 09-01-2021 | -- |
| | Dominion Solar Projects D, Inc. | Vice President - Environmental | 09-01-2021 | -- |
| | Dominion Solar Projects III, Inc. | Vice President - Environmental | 09-01-2021 | -- |
| | Dominion Solar Projects IV, Inc. | Vice President - Environmental | 09-01-2021 | -- |
| | Dominion Solar Projects V, Inc. | Vice President - Environmental | 09-01-2021 | -- |
| | Dominion Solar Projects VI, Inc. | Vice President - Environmental | 09-01-2021 | -- |
| | Dominion Solar Projects VII, Inc. | Vice President - Environmental | 09-01-2021 | -- |
| | Dominion Solar Services, Inc. | Vice President - Environmental | 09-01-2021 | -- |
| | Dominion State Line, LLC | Vice President - Environmental | 09-01-2021 | -- |
| | Dominion Voltage, Inc. | Vice President - Environmental | 09-01-2021 | -- |
| | Dominion Wholesale, Inc. | Vice President - Environmental | 09-01-2021 | -- |
| | Dominion Wind Development, LLC | Vice President - Environmental | 09-01-2021 | -- |
| | Dominion Wind Projects, Inc. | Vice President - Environmental | 09-01-2021 | -- |
| | Eagle Holdco Solar, LLC | Vice President - Environmental | 09-01-2021 | -- |
| | Eagle Solar, LLC | Vice President - Environmental | 09-01-2021 | -- |
| | Eastern Shore Solar LLC | Vice President - Environmental | 09-01-2021 | -- |
| | ESCT-SA-Suffield, LLC | Vice President - Environmental | 09-01-2021 | -- |
| | Fremont Farm, LLC | Vice President - Environmental | 09-01-2021 | -- |
| | Greenville County Solar Project, LLC | Vice President - Environmental | 09-01-2021 | -- |
| | Hardin Solar Energy LLC | Vice President - Environmental | 09-01-2021 | -- |
| | Hecate Energy Cherrydale LLC | Vice President - Environmental | 09-01-2021 | -- |
| | Hecate Energy Clarke County LLC | Vice President - Environmental | 09-01-2021 | -- |
| | Hope Gas, Inc. | Vice President - Environmental | 09-01-2021 | -- |
| | Innovative Solar 37, LLC | Vice President - Environmental | 09-01-2021 | -- |
| | Moffett Solar 1, LLC | Vice President - Environmental | 09-01-2021 | -- |
| | Moorings Farm 2, LLC | Vice President - Environmental | 09-01-2021 | -- |
| | Mustang Solar, LLC | Vice President - Environmental | 09-01-2021 | -- |
| | Pikeville Farm, LLC | Vice President - Environmental | 09-01-2021 | -- |
| | Prairie Fork Wind Farm, LLC | Vice President - Environmental | 09-01-2021 | -- |
| | PSNC Blue Ridge Corporation | Vice President - Environmental | 09-01-2021 | -- |
| | PSNC Cardinal Pipeline Company | Vice President - Environmental | 09-01-2021 | -- |
| | Public Service Company of North Carolina, Incorporated | Vice President - Environmental | 09-01-2021 | -- |
| | QPC Holding Company, LLC | Vice President - Environmental | 09-01-2021 | 12-31-2021 |
| | Questar Energy Services, Inc. | Vice President - Environmental | 09-01-2021 | 12-31-2021 |
| | Questar Field Services, LLC | Vice President - Environmental | 09-01-2021 | 12-31-2021 |
| | Questar Gas Company | Vice President - Environmental | 09-01-2021 | -- |
| | Questar InfoComm, Inc. | Vice President - Environmental | 09-01-2021 | -- |
| | Questar Southern Trails Pipeline Company | Vice President - Environmental | 09-01-2021 | 12-31-2021 |
| | Ridgeland Solar Farm I, LLC | Vice President - Environmental | 09-01-2021 | -- |
| | SCANA Corporate Security Services, Inc. | Vice President - Environmental | 09-01-2021 | -- |
| | SCANA Corporation | Vice President - Environmental | 09-01-2021 | -- |
| | Scott-II Solar LLC | Vice President - Environmental | 09-01-2021 | -- |
| | Seabrook Solar, LLC | Vice President - Environmental | 09-01-2021 | -- |
| | Siler Solar, LLC | Vice President - Environmental | 09-01-2021 | -- |
| | Sol Madison Solar, LLC | Vice President - Environmental | 09-01-2021 | -- |

| Name | Entity | Title | Effective Date | End Date |
|------|--|--------------------------------|----------------|----------|
| | South Carolina Fuel Company, Inc. | Vice President - Environmental | 09-01-2021 | -- |
| | South Carolina Generating Company, Inc. | Vice President - Environmental | 09-01-2021 | -- |
| | Southampton Solar LLC | Vice President - Environmental | 09-01-2021 | -- |
| | Summit Farms Solar, LLC | Vice President - Environmental | 09-01-2021 | -- |
| | Sussex Drive Solar Project, LLC | Vice President - Environmental | 09-01-2021 | -- |
| | The East Ohio Gas Company | Vice President - Environmental | 09-01-2021 | -- |
| | Trask East Solar, LLC | Vice President - Environmental | 09-01-2021 | -- |
| | Tredegar Solar Fund I, LLC | Vice President - Environmental | 09-01-2021 | -- |
| | TWE Myrtle Solar Project, LLC | Vice President - Environmental | 09-01-2021 | -- |
| | Virginia Electric and Power Company | Vice President - Environmental | 09-01-2021 | -- |
| | Virginia Power Fuel Corporation | Vice President - Environmental | 09-01-2021 | -- |
| | Virginia Power Nuclear Services Company | Vice President - Environmental | 09-01-2021 | -- |
| | Virginia Power Services Energy Corp., Inc. | Vice President - Environmental | 09-01-2021 | -- |
| | Virginia Power Services, LLC | Vice President - Environmental | 09-01-2021 | -- |
| | Virginia Solar 2017 Projects LLC | Vice President - Environmental | 09-01-2021 | -- |
| | VP Property, Inc. | Vice President - Environmental | 09-01-2021 | -- |
| | Wakefield Solar, LLC | Vice President - Environmental | 09-01-2021 | -- |
| | Wexpro Company | Vice President - Environmental | 09-01-2021 | -- |
| | Wexpro Development Company | Vice President - Environmental | 09-01-2021 | -- |
| | Wexpro II Company | Vice President - Environmental | 09-01-2021 | -- |
| | Wilkinson Solar LLC | Vice President - Environmental | 09-01-2021 | -- |
| | Yemassee Solar, LLC | Vice President - Environmental | 09-01-2021 | -- |

1.6 Changes in Ownership as of December 31, 2021

The following changes in ownership between the regulated utility and affiliates, from January 1, 2021 through December 31, 2021, occurred:

| Entity | Ownership Change |
|--|-------------------------|
| Dominion Energy Questar Pipeline Services, Inc. | Sold (12/31/2021) |
| QPC Holding Company, LLC | Sold (12/31/2021) |
| Questar Southern Trails Pipeline Company | Sold (12/31/2021) |
| Questar Energy Services, Inc. | Sold (12/31/2021) |
| Dominion Energy Questar Pipeline, LLC | Sold (12/31/2021) |
| Dominion Energy Overthrust Pipeline, LLC | Sold (12/31/2021) |
| Questar White River Hub, LLC | Sold (12/31/2021) |
| White River Hub, LLC | Sold (12/31/2021) |
| Questar Field Services, LLC | Sold (12/31/2021) |

1.7 Affiliate Descriptions of December 31, 2021

| Affiliated Entity | Purpose |
|--|--|
| Dominion Energy, Inc. | Corporate parent holding company (publically traded on NYSE: D). |
| Dominion Energy Questar Corporation | Holding company for Questar entities and much of Dominion Energy's Gas Distribution assets. |
| 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. |
| 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. |
| Questar InfoComm, Inc. | Provides telecommunication technology solutions and services to Questar affiliates as well as communication services for large to medium external businesses. |
| Dominion Energy Gas Distribution, LLC | Holding company of Dominion Energy subsidiaries engaged in the distribution of natural gas to residential, commercial and industrial customers, including, without limitation, financing activities. |
| The East Ohio Gas Company | Local gas distribution utility (LDC) in Ohio. |
| Dominion Gas Projects Company, LLC | Engage in any related or incidental activities of the Cove Point LNG facility. |
| 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, 2021

| Affiliated Entity | Dominion Energy Ownership Interest | Services Provided Pursuant to IASA (1) | | NON-IA SA Goods and Services (2) | |
|---|------------------------------------|--|---------------------|----------------------------------|-----------------------|
| | | Services Received | Services Provided | Services Received | Services Provided |
| | | | | 179,007,928.18 | 179,007,928.18 |
| Wexpro | | | | | |
| Dominion Energy Questar Corporation | 100% | - | 858,247.93 | - | - |
| Questar InfoComm, Inc | 100% | 2,444,827.76 | 209,304.52 | - | - |
| Dominion Energy Questar Pipeline LLC | 100% | 20,169.12 | - | - | - |
| Dominion Energy Overthrust Pipeline LLC | 100% | 1,639,370.65 | 1,789,097.10 | 80,615,595.61 | 80,615,595.61 |
| Questar Energy Services, Inc | 100% | 68,279.02 | 26,948.49 | - | - |
| Questar Southern Trails Pipeline Company | 100% | 4,580.00 | 221,208.92 | - | - |
| Questar Field Services, LLC | 100% | - | 77,354.09 | - | - |
| Dominion Products and Services Inc | 100% | - | 3,065.48 | - | - |
| Wexpro II | 100% | - | 73,124.49 | - | - |
| Dominion Energy Questar Pipeline Services Inc | 100% | - | 265,626.00 | 46,500,353.63 | 46,500,353.63 |
| Dominion Energy Services | 100% | 1,154,993.54 | 649,293.94 | - | - |
| Dominion Generation | 100% | 50,228,209.82 | 903,058.73 | - | - |
| Dominion Energy Ohio | 100% | - | 8,665.56 | - | - |
| | | 262.68 | 262.68 | - | - |
| | | 55,560,692.59 | 5,084,995.25 | 306,123,877.42 | 306,123,877.42 |

(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, 2021

| <u>Account Description</u> | <u>Questar Gas Received Services</u> | <u>Questar Gas Provided Services</u> | |
|--|--|--|-----|
| Gas Royalties | 17,388,564.65 | | (a) |
| Operator Service Fee | 161,619,363.53 | | (a) |
| Administrative services under the IASA | | 858,247.93 | (b) |
| | | | |
| Total | <u>179,007,928.18</u> | <u>858,247.93</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, LLC
Affiliated Transactions
For the Year Ended December 31, 2021

| <u>Account Description</u> | <u>Questar Gas Received Services</u> | <u>Questar Gas Provided Services</u> | |
|--|--|--|-----|
| Administrative services under the IASA | | 3,065.48 | (a) |
| <hr/> | | | |
| Total | - | 3,065.48 | |

| | | |
|--------------------------------------|-----|-----|
| 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
Dominion Energy Questar Corporation
Affiliated Transactions
For the Year Ended December 31, 2021

| <u>Account Description</u> | <u>Questar Gas Received Services</u> | <u>Questar Gas Provided Services</u> | |
|--|--|--|-----|
| Administrative services under the IASA | 2,444,827.76 | 209,304.52 | (a) |
| <hr/> | | | |
| Total | <u>2,444,827.76</u> | <u>209,304.52</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 Products and Services, Inc
Affiliated Transactions
For the Year Ended December 31, 2021

| <u>Account Description</u> | <u>Questar Gas Received Services</u> | <u>Questar Gas Provided Services</u> | |
|--|--|--|-----|
| Administrative services under the IASA | | 73,124.49 | (a) |
| <hr/> | | | |
| Total | - | <u>73,124.49</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, Inc
Affiliated Transactions
For the Year Ended December 31, 2021

| <u>Account Description</u> | <u>Questar Gas Received Services</u> | <u>Questar Gas Provided Services</u> | |
|--------------------------------------|--|--|-----|
| Telecom Services | 20,169.12 | | (a) |
| <hr/> | | | |
| Total | <u>20,169.12</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) Services are performed under the IASA.

2.2 Affiliate Transactions
Wexpro II
Affiliated Transactions
For the Year Ended December 31, 2021

| <u>Account Description</u> | <u>Questar Gas Received Services</u> | <u>Questar Gas Provided Services</u> | |
|--|--|--|-----|
| Gas Royalties | 8,232,550.63 | | (a) |
| Operator Service Fee | 38,267,803.00 | | |
| Administrative services under the IASA | | 265,626.00 | |
| | <hr/> | | |
| Total | 46,500,353.63 | 265,626.00 | |

| | | |
|--------------------------------------|-----|-----|
| 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, 2021

| <u>Account Description</u> | <u>Questar Gas Received Services</u> | <u>Questar Gas Provided Services</u> | |
|--|--|--|-----|
| Natural gas transportation services | 66,209,162.74 | | (a) |
| Natural gas storage services | 14,406,432.87 | | (a) |
| Administrative services under the IASA | 1,639,370.65 | 1,789,097.10 | (b) |
| | | | |
| Total | <u>82,254,966.26</u> | <u>1,789,097.10</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
Dominion Energy Questar Pipeline Services Inc
Affiliated Transactions
For the Year Ended December 31, 2021

| <u>Account Description</u> | <u>Questar Gas Received Services</u> | <u>Questar Gas Provided Services</u> | |
|--|--|--|-----|
| Administrative services under the IASA | 1,154,993.54 | 649,293.94 | (a) |
| | | | |
| Total | <u>1,154,993.54</u> | <u>649,293.94</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 Overthrust Pipeline LLC
Affiliated Transactions
For the Year Ended December 31, 2021

| <u>Account Description</u> | <u>Questar Gas Received Services</u> | <u>Questar Gas Provided Services</u> | |
|--|--|--|-----|
| Administrative services under the IASA | 68,279.02 | 26,948.49 | (a) |
| <hr/> | | | |
| Total | <u>68,279.02</u> | <u>26,948.49</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 Services
Affiliated Transactions
For the Year Ended December 31, 2021

| <u>Account Description</u> | <u>Questar Gas Received Services</u> | <u>Questar Gas Provided Services</u> | |
|--|--|--|-----|
| Administrative services under the IASA | 50,228,209.82 | 903,058.73 | (a) |
| | | | |
| Total | <u>50,228,209.82</u> | <u>903,058.73</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, Inc
Affiliated Transactions
For the Year Ended December 31, 2021

| <u>Account Description</u> | <u>Questar Gas Received Services</u> | <u>Questar Gas Provided Services</u> | |
|--|--|--|-----|
| Administrative services under the IASA | 4,580.00 | 221,208.92 | (a) |
| | | | |
| Total | <u>4,580.00</u> | <u>221,208.92</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 Generation, Inc
Affiliated Transactions
For the Year Ended December 31, 2021

| <u>Account Description</u> | <u>Questar Gas Received Services</u> | <u>Questar Gas Provided Services</u> | |
|--|--|--|-----|
| Administrative services under the IASA | - | 8,665.56 | (a) |
| <hr/> | | | |
| Total | - | 8,665.56 | |

| | | |
|--------------------------------------|-----|-----|
| 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.

2.2 Affiliate Transactions
Questar Southern Trails Pipeline Company
Affiliated Transactions
For the Year Ended December 31, 2021

| <u>Account Description</u> | <u>Questar Gas Received Services</u> | <u>Questar Gas Provided Services</u> | |
|--|--|--|-----|
| Administrative services under the IASA | | 77,354.09 | (a) |
| <hr/> | | | |
| Total | - | <u>77,354.09</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 East Ohio
Affiliated Transactions
For the Year Ended December 31, 2021

| <u>Account Description</u> | Questar Gas Received Services | Questar Gas Provided Services | |
|--|--|--|-----|
| Administrative services under the IASA | 262.68 | - | (a) |
| | | | |
| Total | 262.68 | - | |

| | | |
|--------------------------------------|-----|-----|
| 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.

3.0 Financial Statements

Financial statements for the year ended December 31, 2021 are included in the following pages. The pages provided are the balance sheets and the income statements.

Dominion Energy, Inc.

Consolidated Balance Sheets

| At December 31, | 2021 | 2020 |
|--|-----------|-----------|
| (millions) | | |
| ASSETS | | |
| Current Assets | | |
| Cash and cash equivalents | \$ 283 | \$ 172 |
| Customer receivables (less allowance for doubtful accounts of \$40 and \$42) | 2,219 | 2,295 |
| Other receivables (less allowance for doubtful accounts of \$4 and \$3) | 349 | 212 |
| Inventories: | | |
| Materials and supplies | 1,167 | 1,105 |
| Fossil fuel | 320 | 349 |
| Gas stored | 144 | 96 |
| Margin deposit assets | 678 | 19 |
| Prepayments | 328 | 309 |
| Regulatory assets | 1,492 | 699 |
| Other | 264 | 148 |
| Current assets held for sale ⁽¹⁾ | 25 | 1,482 |
| Total current assets | 7,269 | 6,886 |
| Investments | | |
| Nuclear decommissioning trust funds | 7,950 | 6,900 |
| Investment in equity method affiliates | 2,932 | 2,934 |
| Other | 394 | 404 |
| Total investments | 11,276 | 10,238 |
| Property, Plant and Equipment | | |
| Property, plant and equipment | 86,503 | 82,959 |
| Accumulated depreciation, depletion and amortization | (26,729) | (25,111) |
| Total property, plant and equipment, net | 59,774 | 57,848 |
| Deferred Charges and Other Assets | | |
| Goodwill | 7,405 | 7,381 |
| Pension and other postretirement benefit assets | 2,310 | 1,704 |
| Intangible assets, net | 784 | 765 |
| Regulatory assets | 8,643 | 9,133 |
| Other | 2,129 | 1,950 |
| Total deferred charges and other assets | 21,271 | 20,933 |
| Total assets | \$ 99,590 | \$ 95,905 |

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

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

| At December 31, | 2021 | 2020 |
|-----------------|------|------|
| (millions) | | |

LIABILITIES, MEZZANINE EQUITY AND SHAREHOLDERS' EQUITY

Current Liabilities

| | | |
|---|--------|----------|
| Securities due within one year | \$ 841 | \$ 1,937 |
| Supplemental 364-Day credit facility borrowings | — | 225 |
| Short-term debt | 2,314 | 895 |
| Accounts payable | 1,197 | 944 |
| Accrued interest, payroll and taxes | 1,169 | 1,133 |
| Regulatory liabilities | 986 | 809 |
| Liability to Atlantic Coast Pipeline | 113 | 1,052 |
| Q-Pipe Transaction deposit | — | 1,290 |
| Other ⁽¹⁾ | 2,053 | 1,933 |
| Current liabilities held for sale | — | 625 |
| Total current liabilities | 8,673 | 10,843 |

Long-Term Debt

| | | |
|---------------------------|--------|--------|
| Long-term debt | 35,190 | 30,915 |
| Junior subordinated notes | 1,386 | 2,161 |
| Other | 850 | 881 |
| Total long-term debt | 37,426 | 33,957 |

Deferred Credits and Other Liabilities

| | | |
|--|--------|--------|
| Deferred income taxes and investment tax credits | 6,658 | 5,953 |
| Regulatory liabilities | 10,713 | 10,187 |
| Asset retirement obligations | 5,275 | 5,404 |
| Pension and other postretirement benefit liability | 442 | 1,706 |
| Other ⁽¹⁾ | 1,485 | 1,394 |
| Total deferred credits and other liabilities | 24,573 | 24,644 |

| | | |
|-------------------|--------|--------|
| Total liabilities | 70,672 | 69,444 |
|-------------------|--------|--------|

Commitments and Contingencies (see Note 23)

Mezzanine Equity

| | | |
|-------------------------------|-------|---|
| Preferred stock (See Note 19) | 1,610 | — |
|-------------------------------|-------|---|

Shareholders' Equity

| | | |
|--------------------------------------|---------|---------|
| Preferred stock (See Note 19) | 1,783 | 2,387 |
| Common stock – no par ⁽²⁾ | 21,610 | 21,258 |
| Retained earnings | 5,373 | 4,189 |
| Accumulated other comprehensive loss | (1,458) | (1,717) |

| | | |
|----------------------|--------|--------|
| Shareholders' equity | 27,308 | 26,117 |
|----------------------|--------|--------|

| | | |
|--------------------------|---|-----|
| Noncontrolling interests | — | 344 |
|--------------------------|---|-----|

| | | |
|----------------------------|--------|--------|
| Total shareholders' equity | 27,308 | 26,461 |
|----------------------------|--------|--------|

| | | |
|--|----------|----------|
| Total liabilities, mezzanine equity and shareholders' equity | \$99,590 | \$95,905 |
|--|----------|----------|

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

(2) 1.8 billion shares authorized; 810 million shares and 806 million shares outstanding at December 31, 2021 and 2020, respectively.

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

Dominion Energy, Inc.

Consolidated Statements of Income

| Year Ended December 31, | 2021 | 2020 | 2019 |
|---|-----------------|-----------|----------|
| (millions, except per share amounts) | | | |
| Operating Revenue | \$13,964 | \$14,172 | \$14,401 |
| Operating Expenses | | | |
| Electric fuel and other energy-related purchases | 2,368 | 2,243 | 2,885 |
| Purchased electric capacity | 70 | 53 | 88 |
| Purchased gas | 1,083 | 889 | 1,560 |
| Other operations and maintenance | 3,734 | 3,685 | 3,790 |
| Depreciation, depletion and amortization | 2,478 | 2,332 | 2,283 |
| Other taxes | 909 | 871 | 883 |
| Impairment of assets and other charges | 195 | 2,105 | 1,520 |
| Losses (gains) on sales of assets | 108 | (61) | (152) |
| Total operating expenses | 10,945 | 12,117 | 12,857 |
| Income from operations | 3,019 | 2,055 | 1,544 |
| Earnings from equity method investees | 276 | 40 | 8 |
| Other income | 1,157 | 693 | 803 |
| Interest and related charges | 1,354 | 1,377 | 1,486 |
| Income from continuing operations including noncontrolling interests before income tax expense | 3,098 | 1,411 | 869 |
| Income tax expense | 425 | 83 | 209 |
| Net Income From Continuing Operations Including Noncontrolling Interests | 2,673 | 1,328 | 660 |
| Net Income (Loss) From Discontinued Operations Including Noncontrolling Interests⁽¹⁾⁽²⁾ | 641 | (1,878) | 716 |
| Net Income (Loss) Including Noncontrolling Interests | 3,314 | (550) | 1,376 |
| Noncontrolling Interests | 26 | (149) | 18 |
| Net Income (Loss) Attributable to Dominion Energy | \$ 3,288 | \$ (401) | \$ 1,358 |
| Amounts attributable to Dominion Energy | | | |
| Net income from continuing operations | \$ 2,647 | \$ 1,583 | \$ 653 |
| Net income (loss) from discontinued operations | 641 | (1,984) | 705 |
| Net income (loss) attributable to Dominion Energy | \$ 3,288 | \$ (401) | \$ 1,358 |
| EPS—Basic | | | |
| Net income from continuing operations | \$ 3.19 | \$ 1.83 | \$ 0.79 |
| Net income (loss) discontinued operations | 0.79 | (2.39) | 0.87 |
| Net income (loss) attributable to Dominion Energy | \$ 3.98 | \$ (0.56) | \$ 1.66 |
| EPS—Diluted | | | |
| Net income from continuing operations | \$ 3.19 | \$ 1.82 | \$ 0.75 |
| Net income (loss) discontinued operations | 0.79 | (2.39) | 0.87 |
| Net income (loss) attributable to Dominion Energy | \$ 3.98 | \$ (0.57) | \$ 1.62 |

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

(2) Includes income tax expense (benefit) of \$188 million, \$(204) million and \$142 million for the years ended December 31, 2021, 2020 and 2019, respectively.

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

Wexpro Company Consolidated Balance Sheets

| At December 31, | 2021 | 2020 |
|--|-----------|-----------|
| (millions) | | |
| ASSETS | | |
| Current Assets | | |
| Cash and cash equivalents | \$ 11.6 | \$ 9.3 |
| Accounts receivable, net of allowance for uncollectible accounts of \$- and \$0.1 | 6.0 | 5.2 |
| Receivables from affiliates | 23.5 | 20.9 |
| Materials and supplies, at lower of average cost or market | 1.3 | 1.3 |
| Regulatory assets ⁽¹⁾ | 17.5 | 18.6 |
| Prepaid expenses and other | 0.7 | 1.0 |
| Total current assets | 60.6 | 56.3 |
| Property, Plant and Equipment | | |
| Cost-of-service gas and oil property, plant and equipment, successful efforts method | 1,929.2 | 1,872.0 |
| Accumulated depreciation, depletion and amortization | (1,347.9) | (1,268.4) |
| Total cost-of-service gas and oil property, plant and equipment, net | 581.3 | 603.6 |
| Other Assets | | |
| Other | 58.7 | 51.8 |
| Total other assets | 58.7 | 51.8 |
| Total assets | \$ 700.6 | \$ 711.7 |
| LIABILITIES AND COMMON SHAREHOLDER'S EQUITY | | |
| Current Liabilities | | |
| Accounts payable | \$ 2.8 | \$ 5.8 |
| Payables to affiliates | 16.8 | 2.7 |
| Affiliated current borrowings | 33.0 | — |
| Accrued expenses and other | 6.4 | 3.2 |
| Regulatory liabilities | 4.9 | 4.9 |
| Production and other taxes | 14.9 | 9.1 |
| Total current liabilities | 78.8 | 25.7 |
| Deferred Credits and Other Liabilities | | |
| Deferred income taxes | 59.4 | 74.4 |
| Asset retirement obligations | 97.5 | 101.9 |
| Regulatory liabilities | 61.4 | 68.2 |
| Other | 1.2 | 5.3 |
| Total deferred credits and other liabilities | 219.5 | 249.8 |
| Total liabilities | 298.3 | 275.5 |
| Commitments and Contingencies (see Note 7) | | |
| Common Shareholder's Equity | | |
| Common stock – par value \$0.01 per share; 1,000 shares authorized, issued and outstanding | — | — |
| Additional paid-in capital | 174.4 | 174.4 |
| Retained earnings | 227.9 | 261.8 |
| Total common shareholder's equity | 402.3 | 436.2 |
| Total liabilities and common shareholder's equity | \$ 700.6 | \$ 711.7 |

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

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

Wexpro Company

Consolidated Statements of Income

| Year Ended December 31, (millions) | 2021 | 2020 |
|--|----------|----------|
| Revenues | | |
| Operator service fee ⁽¹⁾ | \$ 199.8 | \$ 218.1 |
| Oil and NGL sales | 12.3 | 8.6 |
| Other ⁽¹⁾ | 1.8 | 0.8 |
| Total revenues | 213.9 | 227.5 |
| Operating Expenses | | |
| Operating and maintenance ⁽¹⁾ | 23.2 | 22.7 |
| General and administrative ⁽¹⁾ | 19.4 | 20.5 |
| Production and other taxes | 22.8 | 14.4 |
| Depreciation, depletion and amortization | 80.4 | 92.3 |
| Accretion expense | 5.5 | 5.2 |
| Total operating expenses | 151.3 | 155.1 |
| Operating income | 62.6 | 72.4 |
| Other income ⁽¹⁾ | 0.2 | 0.7 |
| Income from operations before income tax expense | 62.8 | 73.1 |
| Income tax expense | 8.2 | 12.5 |
| Net Income | \$ 54.6 | \$ 60.6 |

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

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

| Name of Respondent: MountainWest Pipeline, LLC | | This report is: (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission | Date of Report: 05/18/2022 | Year/Period of Report: End of: 2021/ Q4 |
|--|--|---|--|--|
| 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 | 1,338,599,459 | 1,330,358,365 |
| 3 | Construction Work in Progress (107) | 200-201 | 17,407,385 | 16,184,829 |
| 4 | TOTAL Utility Plant (Total of lines 2 and 3) | 200-201 | 1,356,006,844 | 1,346,543,194 |
| 5 | (Less) Accum. Provision for Depr., Amort., Depl. (108, 111, 115) | | 677,262,505 | 622,764,669 |
| 6 | Net Utility Plant (Total of line 4 less 5) | | 678,744,339 | 723,778,525 |
| 7 | Nuclear Fuel (120.1 thru 120.4, and 120.6) | | | |
| 8 | (Less) Accum. Provision for Amort., of Nuclear Fuel Assemblies (120.5) | | | |
| 9 | Nuclear Fuel (Total of line 7 less 8) | | | |
| 10 | Net Utility Plant (Total of lines 6 and 9) | | 678,744,339 | 723,778,525 |
| 11 | Utility Plant Adjustments (116) | 122 | | |
| 12 | Gas Stored-Base Gas (117.1) | 220 | 104,182,380 | 104,185,508 |
| 13 | System Balancing Gas (117.2) | 220 | 5,493,063 | 4,173,308 |
| 14 | Gas Stored in Reservoirs and Pipelines-Noncurrent (117.3) | 220 | | |
| 15 | Gas Owed to System Gas (117.4) | 220 | (11,805,000) | (5,014,915) |
| 16 | OTHER PROPERTY AND INVESTMENTS | | | |
| 17 | Nonutility Property (121) | | | |
| 18 | (Less) Accum. Provision for Depreciation and Amortization (122) | | | |
| 19 | Investments in Associated Companies (123) | 222-223 | | |
| 20 | Investments in Subsidiary Companies (123.1) | 224-225 | 277,910,652 | 202,605,930 |
| 22 | Noncurrent Portion of Allowances | | | |
| 23 | Other Investments (124) | 222-223 | | |
| 24 | Sinking Funds (125) | | | |
| 25 | Depreciation Fund (126) | | | |
| 26 | Amortization Fund - Federal (127) | | | |
| 27 | Other Special Funds (128) | | | |
| 28 | Long-Term Portion of Derivative Assets (175) | | | |
| 29 | Long-Term Portion of Derivative Assets - Hedges (176) | | | |

| | | | | |
|----|---|---------|-------------|-------------|
| 30 | TOTAL Other Property and Investments (Total of lines 17-20, 22-29) | | 277,910,652 | 202,605,930 |
| 31 | CURRENT AND ACCRUED ASSETS | | | |
| 32 | Cash (131) | | 11,695,397 | 5,783,381 |
| 33 | Special Deposits (132-134) | | 2,704,018 | 2,399,559 |
| 34 | Working Funds (135) | | | |
| 35 | Temporary Cash Investments (136) | 222-223 | | |
| 36 | Notes Receivable (141) | | | |
| 37 | Customer Accounts Receivable (142) | | 17,423,057 | 10,611,769 |
| 38 | Other Accounts Receivable (143) | | 1,276,566 | 1,047,362 |
| 39 | (Less) Accum. Provision for Uncollectible Accounts - Credit (144) | | 326,849 | 326,849 |
| 40 | Notes Receivable from Associated Companies (145) | | | |
| 41 | Accounts Receivable from Associated Companies (146) | | 982,726 | 8,411,341 |
| 42 | Fuel Stock (151) | | | |
| 43 | Fuel Stock Expenses Undistributed (152) | | | |
| 44 | Residuals (Elec) and Extracted Products (Gas) (153) | | | |
| 45 | Plant Materials and Operating Supplies (154) | | 4,351,131 | 4,252,438 |
| 46 | Merchandise (155) | | | |
| 47 | Other Materials and Supplies (156) | | | |
| 48 | Nuclear Materials Held for Sale (157) | | | |
| 49 | Allowances (158.1 and 158.2) | | | |
| 50 | (Less) Noncurrent Portion of Allowances | | | |
| 51 | Stores Expense Undistributed (163) | | | |
| 52 | Gas Stored Underground-Current (164.1) | 220 | 3,114,505 | 3,352,051 |
| 53 | Liquefied Natural Gas Stored and Held for Processing (164.2 thru 164.3) | 220 | | |
| 54 | Prepayments (165) | 230 | 229,159 | 341,651 |
| 55 | Advances for Gas (166 thru 167) | | | |
| 56 | Interest and Dividends Receivable (171) | | | |
| 57 | Rents Receivable (172) | | | |
| 58 | Accrued Utility Revenues (173) | | | |
| 59 | Miscellaneous Current and Accrued Assets (174) | | 14,925,532 | 8,060,771 |
| 60 | Derivative Instrument Assets (175) | | | |
| 61 | (Less) Long-Term Portion of Derivative Instrument Assets (175) | | | |
| 62 | | | | |

| | | | | |
|----|---|---------|---------------|---------------|
| | Derivative Instrument Assets - Hedges (176) | | | |
| 63 | (Less) Long-Term Portion of Derivative Instrument Assets - Hedges (176) | | | |
| 64 | TOTAL Current and Accrued Assets (Total of lines 32 thru 63) | | 56,375,242 | 43,933,474 |
| 65 | DEFERRED DEBITS | | | |
| 66 | Unamortized Debt Expense (181) | | 2,876,075 | 3,032,273 |
| 67 | Extraordinary Property Losses (182.1) | 230 | | |
| 68 | Unrecovered Plant and Regulatory Study Costs (182.2) | 230 | | |
| 69 | Other Regulatory Assets (182.3) | 232 | 32,183,615 | 32,910,177 |
| 70 | Preliminary Survey and Investigation Charges (Electric)(183) | | | |
| 71 | Preliminary Survey and Investigation Charges (Gas)(183.1 and 183.2) | | | |
| 72 | Clearing Accounts (184) | | | |
| 73 | Temporary Facilities (185) | | | |
| 74 | Miscellaneous Deferred Debits (186) | 233 | | |
| 75 | Deferred Losses from Disposition of Utility Plant (187) | | | |
| 76 | Research, Development, and Demonstration Expend. (188) | | | |
| 77 | Unamortized Loss on Reacquired Debt (189) | | | 98,543 |
| 78 | Accumulated Deferred Income Taxes (190) | 234-235 | 179,505,168 | 16,760,627 |
| 79 | Unrecovered Purchased Gas Costs (191) | | | |
| 80 | TOTAL Deferred Debits (Total of lines 66 thru 79) | | 214,564,858 | 52,801,620 |
| 81 | TOTAL Assets and Other Debits (Total of lines 10-15,30,64,and 80) | | 1,325,465,534 | 1,126,463,450 |

| Name of Respondent: MountainWest Pipeline, LLC | | This report is: (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission | | Date of Report: 05/18/2022 | Year/Period of Report: End of: 2021/ Q4 |
|--|--|---|--|----------------------------------|--|
| Comparative Balance Sheet (Liabilities and Other Credits) | | | | | |
| 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 | PROPRIETARY CAPITAL | | | | |
| 2 | Common Stock Issued (201) | 250-251 | | | |
| 3 | Preferred Stock Issued (204) | 250-251 | | | |
| 4 | Capital Stock Subscribed (202, 205) | 252 | | | |
| 5 | Stock Liability for Conversion (203, 206) | 252 | | | |
| 6 | Premium on Capital Stock (207) | 252 | | | |
| 7 | Other Paid-In Capital (208-211) | 253 | 984,016,574 | 634,449,543 | |
| 8 | Installments Received on Capital Stock (212) | 252 | | | |
| 9 | (Less) Discount on Capital Stock (213) | 254 | | | |
| 10 | (Less) Capital Stock Expense (214) | 254 | | | |
| 11 | Retained Earnings (215, 215.1, 216) | 118-119 | | | |
| 12 | Unappropriated Undistributed Subsidiary Earnings (216.1) | 118-119 | (184,100,049) | (177,105,523) | |
| 13 | (Less) Reacquired Capital Stock (217) | 250-251 | | | |
| 14 | Accumulated Other Comprehensive Income (219) | 117 | | | |
| 15 | TOTAL Proprietary Capital (Total of lines 2 thru 14) | | 799,916,525 | 457,344,020 | |
| 16 | LONG TERM DEBT | | | | |
| 17 | Bonds (221) | 256-257 | | | |
| 18 | (Less) Reacquired Bonds (222) | 256-257 | | | |
| 19 | Advances from Associated Companies (223) | 256-257 | | | |
| 20 | Other Long-Term Debt (224) | 256-257 | 430,000,000 | 430,000,000 | |
| 21 | Unamortized Premium on Long-Term Debt (225) | 258-259 | | | |
| 22 | (Less) Unamortized Discount on Long-Term Debt-Dr (226) | 258-259 | 1,394,421 | 1,427,233 | |
| 23 | (Less) Current Portion of Long-Term Debt | | | | |
| 24 | TOTAL Long-Term Debt (Total of lines 17 thru 23) | | 428,605,579 | 428,572,767 | |
| 25 | OTHER NONCURRENT LIABILITIES | | | | |
| 26 | Obligations Under Capital Leases-Noncurrent (227) | | 1,146 | | |
| 27 | Accumulated Provision for Property Insurance (228.1) | | | | |
| 28 | | | | | |

| | | | | |
|----|--|---------|------------|------------|
| | Accumulated Provision for Injuries and Damages (228.2) | | | |
| 29 | Accumulated Provision for Pensions and Benefits (228.3) | | | |
| 30 | Accumulated Miscellaneous Operating Provisions (228.4) | | | |
| 31 | Accumulated Provision for Rate Refunds (229) | | | |
| 32 | Long-Term Portion of Derivative Instrument Liabilities | | | |
| 33 | Long-Term Portion of Derivative Instrument Liabilities - Hedges | | | |
| 34 | Asset Retirement Obligations (230) | | 5,764 | 14,405,783 |
| 35 | TOTAL Other Noncurrent Liabilities (Total of lines 26 thru 34) | | 6,910 | 14,405,783 |
| 36 | CURRENT AND ACCRUED LIABILITIES | | | |
| 37 | Current Portion of Long-Term Debt | | | |
| 38 | Notes Payable (231) | | | |
| 39 | Accounts Payable (232) | | 4,711,215 | 4,602,387 |
| 40 | Notes Payable to Associated Companies (233) | | | |
| 41 | Accounts Payable to Associated Companies (234) | | 5,951,044 | 31,035,083 |
| 42 | Customer Deposits (235) | | 2,704,018 | 2,399,559 |
| 43 | Taxes Accrued (236) | 262-263 | 423,573 | 4,845,116 |
| 44 | Interest Accrued (237) | | 4,671,931 | 4,671,931 |
| 45 | Dividends Declared (238) | | | |
| 46 | Matured Long-Term Debt (239) | | | |
| 47 | Matured Interest (240) | | | |
| 48 | Tax Collections Payable (241) | | | |
| 49 | Miscellaneous Current and Accrued Liabilities (242) | 268 | 3,586,677 | 3,210,080 |
| 50 | Obligations Under Capital Leases-Current (243) | | 328 | |
| 51 | Derivative Instrument Liabilities (244) | | | |
| 52 | (Less) Long-Term Portion of Derivative Instrument Liabilities | | | |
| 53 | Derivative Instrument Liabilities - Hedges (245) | | | |
| 54 | (Less) Long-Term Portion of Derivative Instrument Liabilities - Hedges | | | |
| 55 | TOTAL Current and Accrued Liabilities (Total of lines 37 thru 54) | | 22,048,786 | 50,764,156 |
| 56 | DEFERRED CREDITS | | | |
| 57 | Customer Advances for Construction (252) | | | |
| 58 | | | | |

| | | | | |
|----|---|-----|---------------|---------------|
| | Accumulated Deferred Investment Tax Credits (255) | | | |
| 59 | Deferred Gains from Disposition of Utility Plant (256) | | | |
| 60 | Other Deferred Credits (253) | 269 | 4,341,970 | 3,768,295 |
| 61 | Other Regulatory Liabilities (254) | 278 | 68,261,520 | 87,975,756 |
| 62 | Unamortized Gain on Reacquired Debt (257) | 260 | | |
| 63 | Accumulated Deferred Income Taxes - Accelerated Amortization (281) | | | |
| 64 | Accumulated Deferred Income Taxes - Other Property (282) | | 2,284,244 | 82,811,950 |
| 65 | Accumulated Deferred Income Taxes - Other (283) | | | 820,723 |
| 66 | TOTAL Deferred Credits (Total of lines 57 thru 65) | | 74,887,734 | 175,376,724 |
| 67 | TOTAL Liabilities and Other Credits (Total of lines 15,24,35,55,and 66) | | 1,325,465,534 | 1,126,463,450 |

| | | | | | | | | | |
|----|--|-----|------------|------------|--|--|--|--|--|
| | OTHER INCOME AND DEDUCTIONS | | | | | | | | |
| 29 | Other Income | | | | | | | | |
| 30 | Nonutility Operating Income | | | | | | | | |
| 31 | Revenues From Merchandising, Jobbing and Contract Work (415) | | | | | | | | |
| 32 | (Less) Costs and Expense of Merchandising, Job & Contract Work (416) | | | | | | | | |
| 33 | Revenues From Nonutility Operations (417) | | 1,039,677 | 983,595 | | | | | |
| 34 | (Less) Expenses of Nonutility Operations (417.1) | | 553,086 | 418,634 | | | | | |
| 35 | Nonoperating Rental Income (418) | | | | | | | | |
| 36 | Equity in Earnings of Subsidiary Companies (418.1) | 119 | 37,052,630 | 36,493,863 | | | | | |
| 37 | Interest and Dividend Income (419) | | 1,986,717 | 1,999,188 | | | | | |
| 38 | Allowance for Other Funds Used During Construction (419.1) | | 425,615 | 20,107 | | | | | |
| 39 | Miscellaneous Nonoperating Income (421) | | 11,186 | (67,840) | | | | | |
| 40 | Gain on Disposition of Property (421.1) | | 121,754 | 706,857 | | | | | |
| 41 | TOTAL Other Income (Total of lines 31 thru 40) | | 40,084,492 | 39,717,136 | | | | | |
| 42 | Other Income Deductions | | | | | | | | |
| 43 | Loss on Disposition of Property (421.2) | | 9,437 | | | | | | |
| 44 | Miscellaneous Amortization (425) | | | | | | | | |
| 45 | Donations (426.1) | 340 | 83,956 | 81,404 | | | | | |
| 46 | Life Insurance (426.2) | | 2,068 | 1,278 | | | | | |

| | | | | | | | | | |
|----|--|---------|------------|------------|--|--|--|--|--|
| 47 | Penalties (426.3) | | | | | | | | |
| 48 | Expenditures for Certain Civic, Political and Related Activities (426.4) | | 69,795 | 48,492 | | | | | |
| 49 | Other Deductions (426.5) | | 428,540 | 392,766 | | | | | |
| 50 | TOTAL Other Income Deductions (Total of lines 43 thru 49) | 340 | 593,796 | 523,940 | | | | | |
| 51 | Taxes Applic. to Other Income and Deductions | | | | | | | | |
| 52 | Taxes Other Than Income Taxes (408.2) | 262-263 | | | | | | | |
| 53 | Income Taxes-Federal (409.2) | 262-263 | 520,997 | 522,135 | | | | | |
| 54 | Income Taxes-Other (409.2) | 262-263 | 114,405 | 115,539 | | | | | |
| 55 | Provision for Deferred Income Taxes (410.2) | 234-235 | 167,689 | 91,047 | | | | | |
| 56 | (Less) Provision for Deferred Income Taxes-Credit (411.2) | 234-235 | 202,906 | 66,379 | | | | | |
| 57 | Investment Tax Credit Adjustments-Net (411.5) | | | | | | | | |
| 58 | (Less) Investment Tax Credits (420) | | | | | | | | |
| 59 | TOTAL Taxes on Other Income and Deductions (Total of lines 52-58) | | 600,185 | 662,342 | | | | | |
| 60 | Net Other Income and Deductions (Total of lines 41, 50, 59) | | 38,890,510 | 38,530,854 | | | | | |
| 61 | INTEREST CHARGES | | | | | | | | |
| 62 | Interest on Long-Term Debt (427) | | 18,913,107 | 18,865,819 | | | | | |
| 63 | Amortization of Debt Disc. and Expense (428) | 258-259 | 189,011 | 180,272 | | | | | |
| 64 | Amortization of Loss on Reacquired Debt (428.1) | | 98,543 | 327,015 | | | | | |
| 65 | | 258-259 | | | | | | | |

| | | | | | | | | | |
|----|---|---------|------------|------------|--|--|--|--|--|
| | (Less) Amortization of Premium on Debt-Credit (429) | | | | | | | | |
| 66 | (Less) Amortization of Gain on Reacquired Debt-Credit (429.1) | | | | | | | | |
| 67 | Interest on Debt to Associated Companies (430) | 340 | 6,441 | 12,073 | | | | | |
| 68 | Other Interest Expense (431) | 340 | 193,554 | 19,912 | | | | | |
| 69 | (Less) Allowance for Borrowed Funds Used During Construction-Credit (432) | | 141,119 | 36,996 | | | | | |
| 70 | Net Interest Charges (Total of lines 62 thru 69) | | 19,259,536 | 19,368,095 | | | | | |
| 71 | Income Before Extraordinary Items (Total of lines 27, 60 and 70) | | 89,129,771 | 84,638,572 | | | | | |
| 72 | EXTRAORDINARY ITEMS | | | | | | | | |
| 73 | Extraordinary Income (434) | | | | | | | | |
| 74 | (Less) Extraordinary Deductions (435) | | | | | | | | |
| 75 | Net Extraordinary Items (Total of line 73 less line 74) | | | | | | | | |
| 76 | Income Taxes-Federal and Other (409.3) | 262-263 | | | | | | | |
| 77 | Extraordinary Items after Taxes (line 75 less line 76) | | | | | | | | |
| 78 | Net Income (Total of line 71 and 77) | | 89,129,771 | 84,638,572 | | | | | |

| Name of Respondent: MountainWest Overthrust Pipeline, LLC | | This report is: (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission | Date of Report: 05/18/2022 | Year/Period of Report: End of: 2021/ Q4 |
|--|--|---|--|--|
| 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 | 479,798,580 | 474,632,954 |
| 3 | Construction Work in Progress (107) | 200-201 | 2,514,834 | 544,343 |
| 4 | TOTAL Utility Plant (Total of lines 2 and 3) | 200-201 | 482,313,414 | 475,177,297 |
| 5 | (Less) Accum. Provision for Depr., Amort., Depl. (108, 111, 115) | | 264,368,074 | 251,900,846 |
| 6 | Net Utility Plant (Total of line 4 less 5) | | 217,945,340 | 223,276,451 |
| 7 | Nuclear Fuel (120.1 thru 120.4, and 120.6) | | | |
| 8 | (Less) Accum. Provision for Amort., of Nuclear Fuel Assemblies (120.5) | | | |
| 9 | Nuclear Fuel (Total of line 7 less 8) | | | |
| 10 | Net Utility Plant (Total of lines 6 and 9) | | 217,945,340 | 223,276,451 |
| 11 | Utility Plant Adjustments (116) | 122 | | |
| 12 | Gas Stored-Base Gas (117.1) | 220 | | |
| 13 | System Balancing Gas (117.2) | 220 | | |
| 14 | Gas Stored in Reservoirs and Pipelines- Noncurrent (117.3) | 220 | | |
| 15 | Gas Owed to System Gas (117.4) | 220 | | |
| 16 | OTHER PROPERTY AND INVESTMENTS | | | |
| 17 | Nonutility Property (121) | | | |
| 18 | (Less) Accum. Provision for Depreciation and Amortization (122) | | | |
| 19 | Investments in Associated Companies (123) | 222-223 | | |
| 20 | Investments in Subsidiary Companies (123.1) | 224-225 | | |
| 22 | Noncurrent Portion of Allowances | | | |
| 23 | Other Investments (124) | 222-223 | | |
| 24 | Sinking Funds (125) | | | |
| 25 | Depreciation Fund (126) | | | |
| 26 | Amortization Fund - Federal (127) | | | |
| 27 | Other Special Funds (128) | | | |
| 28 | Long-Term Portion of Derivative Assets (175) | | | |
| 29 | Long-Term Portion of Derivative Assets - Hedges (176) | | | |

| | | | | |
|----|---|---------|-----------|-----------|
| 30 | TOTAL Other Property and Investments (Total of lines 17-20, 22-29) | | | |
| 31 | CURRENT AND ACCRUED ASSETS | | | |
| 32 | Cash (131) | | 1,460,347 | 220,832 |
| 33 | Special Deposits (132-134) | | 491,541 | 525,055 |
| 34 | Working Funds (135) | | | |
| 35 | Temporary Cash Investments (136) | 222-223 | | |
| 36 | Notes Receivable (141) | | | |
| 37 | Customer Accounts Receivable (142) | | 5,345,215 | 5,132,661 |
| 38 | Other Accounts Receivable (143) | | 416,441 | 1,069,362 |
| 39 | (Less) Accum. Provision for Uncollectible Accounts - Credit (144) | | | |
| 40 | Notes Receivable from Associated Companies (145) | | | |
| 41 | Accounts Receivable from Associated Companies (146) | | 2,440,622 | |
| 42 | Fuel Stock (151) | | | |
| 43 | Fuel Stock Expenses Undistributed (152) | | | |
| 44 | Residuals (Elec) and Extracted Products (Gas) (153) | | | |
| 45 | Plant Materials and Operating Supplies (154) | | | |
| 46 | Merchandise (155) | | | |
| 47 | Other Materials and Supplies (156) | | | |
| 48 | Nuclear Materials Held for Sale (157) | | | |
| 49 | Allowances (158.1 and 158.2) | | | |
| 50 | (Less) Noncurrent Portion of Allowances | | | |
| 51 | Stores Expense Undistributed (163) | | | |
| 52 | Gas Stored Underground-Current (164.1) | 220 | 43,336 | 43,336 |
| 53 | Liquefied Natural Gas Stored and Held for Processing (164.2 thru 164.3) | 220 | | |
| 54 | Prepayments (165) | 230 | 1,566 | 296,623 |
| 55 | Advances for Gas (166 thru 167) | | | |
| 56 | Interest and Dividends Receivable (171) | | | |
| 57 | Rents Receivable (172) | | | |
| 58 | Accrued Utility Revenues (173) | | | |
| 59 | Miscellaneous Current and Accrued Assets (174) | | 2,699,103 | 1,262,946 |
| 60 | Derivative Instrument Assets (175) | | | |
| 61 | (Less) Long-Term Portion of Derivative Instrument Assets (175) | | | |
| 62 | | | | |

| | | | | |
|----|---|---------|-------------|-------------|
| | Derivative Instrument Assets - Hedges (176) | | | |
| 63 | (Less) Long-Term Portion of Derivative Instrument Assets - Hedges (176) | | | |
| 64 | TOTAL Current and Accrued Assets (Total of lines 32 thru 63) | | 12,898,171 | 8,550,815 |
| 65 | DEFERRED DEBITS | | | |
| 66 | Unamortized Debt Expense (181) | | | |
| 67 | Extraordinary Property Losses (182.1) | 230 | | |
| 68 | Unrecovered Plant and Regulatory Study Costs (182.2) | 230 | | |
| 69 | Other Regulatory Assets (182.3) | 232 | 529,947 | 1,046,855 |
| 70 | Preliminary Survey and Investigation Charges (Electric)(183) | | | |
| 71 | Preliminary Survey and Investigation Charges (Gas)(183.1 and 183.2) | | | |
| 72 | Clearing Accounts (184) | | | |
| 73 | Temporary Facilities (185) | | | |
| 74 | Miscellaneous Deferred Debits (186) | 233 | | |
| 75 | Deferred Losses from Disposition of Utility Plant (187) | | | |
| 76 | Research, Development, and Demonstration Expend. (188) | | | |
| 77 | Unamortized Loss on Reacquired Debt (189) | | | |
| 78 | Accumulated Deferred Income Taxes (190) | 234-235 | 44,618,752 | 3,663,651 |
| 79 | Unrecovered Purchased Gas Costs (191) | | | |
| 80 | TOTAL Deferred Debits (Total of lines 66 thru 79) | | 45,148,699 | 4,710,506 |
| 81 | TOTAL Assets and Other Debits (Total of lines 10-15,30,64,and 80) | | 275,992,210 | 236,537,772 |

| Name of Respondent: MountainWest Overthrust Pipeline, LLC | | This report is: (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission | | Date of Report: 05/18/2022 | Year/Period of Report: End of: 2021/ Q4 |
|--|--|---|--|----------------------------------|--|
| Comparative Balance Sheet (Liabilities and Other Credits) | | | | | |
| 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 | PROPRIETARY CAPITAL | | | | |
| 2 | Common Stock Issued (201) | 250-251 | | | |
| 3 | Preferred Stock Issued (204) | 250-251 | | | |
| 4 | Capital Stock Subscribed (202, 205) | 252 | | | |
| 5 | Stock Liability for Conversion (203, 206) | 252 | | | |
| 6 | Premium on Capital Stock (207) | 252 | | | |
| 7 | Other Paid-In Capital (208-211) | 253 | 197,759,394 | 124,831,696 | |
| 8 | Installments Received on Capital Stock (212) | 252 | | | |
| 9 | (Less) Discount on Capital Stock (213) | 254 | | | |
| 10 | (Less) Capital Stock Expense (214) | 254 | | | |
| 11 | Retained Earnings (215, 215.1, 216) | 118-119 | | | |
| 12 | Unappropriated Undistributed Subsidiary Earnings (216.1) | 118-119 | | | |
| 13 | (Less) Reacquired Capital Stock (217) | 250-251 | | | |
| 14 | Accumulated Other Comprehensive Income (219) | 117 | | | |
| 15 | TOTAL Proprietary Capital (Total of lines 2 thru 14) | | 197,759,394 | 124,831,696 | |
| 16 | LONG TERM DEBT | | | | |
| 17 | Bonds (221) | 256-257 | | | |
| 18 | (Less) Reacquired Bonds (222) | 256-257 | | | |
| 19 | Advances from Associated Companies (223) | 256-257 | 55,000,000 | 55,000,000 | |
| 20 | Other Long-Term Debt (224) | 256-257 | | | |
| 21 | Unamortized Premium on Long-Term Debt (225) | 258-259 | | | |
| 22 | (Less) Unamortized Discount on Long-Term Debt-Dr (226) | 258-259 | | | |
| 23 | (Less) Current Portion of Long-Term Debt | | | | |
| 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) | | | | |
| 27 | Accumulated Provision for Property Insurance (228.1) | | | | |
| 28 | | | | | |

| | | | | |
|----|--|---------|-----------|-----------|
| | Accumulated Provision for Injuries and Damages (228.2) | | | |
| 29 | Accumulated Provision for Pensions and Benefits (228.3) | | | |
| 30 | Accumulated Miscellaneous Operating Provisions (228.4) | | | |
| 31 | Accumulated Provision for Rate Refunds (229) | | | |
| 32 | Long-Term Portion of Derivative Instrument Liabilities | | | |
| 33 | Long-Term Portion of Derivative Instrument Liabilities - Hedges | | | |
| 34 | Asset Retirement Obligations (230) | | | 1,972,703 |
| 35 | TOTAL Other Noncurrent Liabilities (Total of lines 26 thru 34) | | | 1,972,703 |
| 36 | CURRENT AND ACCRUED LIABILITIES | | | |
| 37 | Current Portion of Long-Term Debt | | | |
| 38 | Notes Payable (231) | | | |
| 39 | Accounts Payable (232) | | 221,857 | 275,946 |
| 40 | Notes Payable to Associated Companies (233) | | | |
| 41 | Accounts Payable to Associated Companies (234) | | 1,515,758 | 6,271,921 |
| 42 | Customer Deposits (235) | | 491,541 | 525,055 |
| 43 | Taxes Accrued (236) | 262-263 | 0 | 764,598 |
| 44 | Interest Accrued (237) | | | |
| 45 | Dividends Declared (238) | | | |
| 46 | Matured Long-Term Debt (239) | | | |
| 47 | Matured Interest (240) | | | |
| 48 | Tax Collections Payable (241) | | | |
| 49 | Miscellaneous Current and Accrued Liabilities (242) | 268 | 315,247 | 1,996,581 |
| 50 | Obligations Under Capital Leases-Current (243) | | | |
| 51 | Derivative Instrument Liabilities (244) | | | |
| 52 | (Less) Long-Term Portion of Derivative Instrument Liabilities | | | |
| 53 | Derivative Instrument Liabilities - Hedges (245) | | | |
| 54 | (Less) Long-Term Portion of Derivative Instrument Liabilities - Hedges | | | |
| 55 | TOTAL Current and Accrued Liabilities (Total of lines 37 thru 54) | | 2,544,403 | 9,834,101 |
| 56 | DEFERRED CREDITS | | | |
| 57 | Customer Advances for Construction (252) | | | |
| 58 | | | | |

| | | | | |
|----|---|-----|-------------|-------------|
| | Accumulated Deferred Investment Tax Credits (255) | | | |
| 59 | Deferred Gains from Disposition of Utility Plant (256) | | | |
| 60 | Other Deferred Credits (253) | 269 | | |
| 61 | Other Regulatory Liabilities (254) | 278 | 20,122,242 | 19,163,785 |
| 62 | Unamortized Gain on Reacquired Debt (257) | 260 | | |
| 63 | Accumulated Deferred Income Taxes - Accelerated Amortization (281) | | | |
| 64 | Accumulated Deferred Income Taxes - Other Property (282) | | 566,171 | 25,478,467 |
| 65 | Accumulated Deferred Income Taxes - Other (283) | | | 257,020 |
| 66 | TOTAL Deferred Credits (Total of lines 57 thru 65) | | 20,688,413 | 44,899,272 |
| 67 | TOTAL Liabilities and Other Credits (Total of lines 15,24,35,55,and 66) | | 275,992,210 | 236,537,772 |

| | | | |
|--|--|-------------------------------|--|
| Name of Respondent: MountainWest Overthrust Pipeline, LLC | This report is: | Date of Report: 05/18/2022 | Year/Period of Report: End of: 2021/ Q4 |
| | (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission | | |

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 (g) the quarter to date amounts for electric utility function; in column (i) the quarter to date amounts for gas utility, and in (l) 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 (l) 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

Do not report fourth quarter data in columns (e) and (f)

Report amounts for accounts 412 and 413, Revenues and Expenses from Utility Plant Leased to Others, in another utility column in a similar department. Spread the amount(s) over lines 2 thru 26 as appropriate. Include these amounts in columns (c) and (d) totals.

Report amounts in account 414, Other Utility Operating Income, in the same manner as accounts 412 and 413 above.

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.

Use page 122 for important notes regarding the statement of income for any account thereof.

Give concise explanations concerning unsettled rate proceedings where a contingency exists such that refunds of a material amount may result in 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: 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 paid with respect to power or gas purchases.

Give concise explanations concerning significant amounts of any refunds made or received during the year resulting from settlement of any revenues received or costs incurred for power or gas purchases, and a summary of the adjustments made to balance sheet, income, and expense. If any notes appearing in the report to stockholders are applicable to the Statement of Income, such notes may be included at page 122.

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 allocations and apportionments from those used in the preceding year. Also, give the appropriate dollar effect of such changes.

Explain in a footnote if the previous year's/quarter's figures are different from that reported in prior reports.

If the columns are insufficient for reporting additional utility departments, supply the appropriate account titles report the information in a footnote.

| 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) | Elec. Utility Current Year to Date (in dollars) (g) | Elec. Utility Previous Year to Date (in dollars) (h) | Gas Utility Current Year to Date (in dollars) (i) | Gas Utility Previous Year to Date (in dollars) (j) |
|----------|---|---------------------------|---|---|---|---|---|--|---|--|
| 1 | UTILITY OPERATING INCOME | | | | | | | | | |
| 2 | Gas Operating Revenues (400) | 300-301 | 65,110,650 | 63,417,862 | | | | | 65,110,650 | 63, |
| 3 | Operating Expenses | | | | | | | | | |
| 4 | Operation Expenses (401) | 317-325 | 6,491,123 | 5,946,827 | | | | | 6,491,123 | 5, |
| 5 | Maintenance Expenses (402) | 317-325 | 1,024,503 | 938,920 | | | | | 1,024,503 | |
| 6 | Depreciation Expense (403) | 336-338 | 10,495,119 | 10,439,163 | | | | | 10,495,119 | 10, |
| 7 | Depreciation Expense for Asset Retirement Costs (403.1) | 336-338 | | | | | | | | |
| 8 | Amort. & Depl. of Utility Plant (404-405) | 336-338 | 550 | 1,101 | | | | | 50 | |
| 9 | | 336-338 | | | | | | | | |

| | | | | | | | | | |
|----|--|-----|---------|----------|--|--|--|--|--|
| | OTHER INCOME AND DEDUCTIONS | | | | | | | | |
| 29 | Other Income | | | | | | | | |
| 30 | Nonutility Operating Income | | | | | | | | |
| 31 | Revenues From Merchandising, Jobbing and Contract Work (415) | | | | | | | | |
| 32 | (Less) Costs and Expense of Merchandising, Job & Contract Work (416) | | | | | | | | |
| 33 | Revenues From Nonutility Operations (417) | | | | | | | | |
| 34 | (Less) Expenses of Nonutility Operations (417.1) | | | | | | | | |
| 35 | Nonoperating Rental Income (418) | | | | | | | | |
| 36 | Equity in Earnings of Subsidiary Companies (418.1) | 119 | | | | | | | |
| 37 | Interest and Dividend Income (419) | | 2,317 | 33,033 | | | | | |
| 38 | Allowance for Other Funds Used During Construction (419.1) | | 132,460 | 69,756 | | | | | |
| 39 | Miscellaneous Nonoperating Income (421) | | (455) | (18,128) | | | | | |
| 40 | Gain on Disposition of Property (421.1) | | | 3,602 | | | | | |
| 41 | TOTAL Other Income (Total of lines 31 thru 40) | | 134,322 | 88,263 | | | | | |
| 42 | Other Income Deductions | | | | | | | | |
| 43 | Loss on Disposition of Property (421.2) | | 1,890 | | | | | | |
| 44 | Miscellaneous Amortization (425) | | | | | | | | |
| 45 | Donations (426.1) | 340 | 18,323 | 21,074 | | | | | |
| 46 | Life Insurance (426.2) | | 560 | 329 | | | | | |

| | | | | | | | | | |
|----|---|---------|---------|---------|--|--|--|--|--|
| 47 | Penalties (426.3) | | | | | | | | |
| 48 | Expenditures for Certain Civic, Political and Related Activities | | 21,610 | 16,220 | | | | | |
| 49 | Other Deductions (426.5) | | 60,785 | 42,205 | | | | | |
| 50 | TOTAL Other Income Deductions (Total of lines 43 thru 49) | 340 | 103,168 | 79,828 | | | | | |
| 51 | Taxes Applic. to Other Income and Deductions | | | | | | | | |
| 52 | Taxes Other Than Income Taxes (408.2) | 262-263 | | | | | | | |
| 53 | Income Taxes-Federal (409.2) | 262-263 | 4,173 | (1,353) | | | | | |
| 54 | Income Taxes-Other (409.2) | 262-263 | | | | | | | |
| 55 | Provision for Deferred Income Taxes (410.2) | 234-235 | 19,306 | 5,160 | | | | | |
| 56 | (Less) Provision for Deferred Income Taxes-Credit (411.2) | 234-235 | 15,666 | 564 | | | | | |
| 57 | Investment Tax Credit Adjustments-Net (411.5) | | | | | | | | |
| 58 | (Less) Investment Tax Credits (420) | | | | | | | | |
| 59 | TOTAL Taxes on Other Income and Deductions (Total of lines 52-58) | | 7,813 | 3,243 | | | | | |
| 60 | Net Other Income and Deductions (Total of lines 41, 50, 59) | | 23,341 | 5,192 | | | | | |
| 61 | INTEREST CHARGES | | | | | | | | |
| 62 | Interest on Long-Term Debt (427) | | | | | | | | |
| 63 | Amortization of Debt Disc. and Expense (428) | 258-259 | | | | | | | |
| 64 | Amortization of Loss on Reacquired Debt (428.1) | | | | | | | | |
| 65 | | 258-259 | | | | | | | |

| | | | | | | | | | |
|----|---|---------|------------|------------|--|--|--|--|--|
| | (Less) Amortization of Premium on Debt-Credit (429) | | | | | | | | |
| 66 | (Less) Amortization of Gain on Reacquired Debt-Credit (429.1) | | | | | | | | |
| 67 | Interest on Debt to Associated Companies (430) | 340 | 1,941,500 | 1,941,500 | | | | | |
| 68 | Other Interest Expense (431) | 340 | 63,273 | 5,163 | | | | | |
| 69 | (Less) Allowance for Borrowed Funds Used During Construction-Credit (432) | | 16,870 | 9,467 | | | | | |
| 70 | Net Interest Charges (Total of lines 62 thru 69) | | 1,987,903 | 1,937,196 | | | | | |
| 71 | Income Before Extraordinary Items (Total of lines 27, 60 and 70) | | 34,251,625 | 33,758,427 | | | | | |
| 72 | EXTRAORDINARY ITEMS | | | | | | | | |
| 73 | Extraordinary Income (434) | | | | | | | | |
| 74 | (Less) Extraordinary Deductions (435) | | | | | | | | |
| 75 | Net Extraordinary Items (Total of line 73 less line 74) | | | | | | | | |
| 76 | Income Taxes-Federal and Other (409.3) | 262-263 | | | | | | | |
| 77 | Extraordinary Items after Taxes (line 75 less line 76) | | | | | | | | |
| 78 | Net Income (Total of line 71 and 77) | | 34,251,625 | 33,758,427 | | | | | |



Questar Southern Trails Pipeline Company
333 South Stat Street, Salt Lake City, UT 84111
Mailing address:
P. O. Box 45360, Salt Lake City, UT 84145

Kimberly D. Bose, Secretary
Federal Energy Regulatory Commission
Room 1A
888 First Street, N.E.
Washington, D.C. 20426

January 21, 2022

**Re: Docket No. CP18-39-000
Questar Southern Trails Pipeline Company
Abandonment of Southern Trails Pipeline
Final Accounting Entries**

Dear Secretary Bose:

Pursuant to ordering paragraph C of the Order approving abandonment by the Federal Energy Regulatory Commission (Commission) on May 9, 2018,¹ Questar Southern Trails Pipeline Company (QST) submits the final accounting entries and amounts related to the total abandonment of the QST pipeline and related facilities in the above-referenced docket. Per the November 5, 2021 Notification of Completion of Abandonment, the abandonment by sale was completed on November 1, 2021.

Please direct any questions concerning this submittal to Greg Williams at (801) 324-5370 or greg.williams@dominionenergy.com.

Respectfully submitted,

/s/ Shelley W. Kendrick

Shelley W. Kendrick
Director-Marketing and Business Development
Dominion Energy Questar Pipeline Services Inc.

Authorized Representative of Questar Southern Trails Pipeline Company

Enc.

cc: Eric Howard

¹ *Questar Southern Trails Pipeline Co.*, 163 FERC ¶ 62,086 (2018).

Questar Southern Trails Pipeline Company
Southern Trails Abandonment by Sale
Docket No. CP18-39-000
Final Accounting Entries

| <u>Description</u> | <u>Account</u> | <u>Debit</u> | <u>Credit</u> |
|---|----------------|---------------|---------------|
| Accumulated provision for depreciation - plant | 108 | \$ 19,441,807 | |
| Accumulated amortization - plant | 111 | \$ 9,667 | |
| Completed construction not classified | 106 | \$ 8,639 | |
| Gas plant in service | 101 | | |
| Miscellaneous intangible plant | 303 | | \$ 9,667 |
| Land and land rights | 365.1 | | \$ 78,000 |
| Rights-of-way | 365.2 | | \$ 4,320,953 |
| Compressor station structures | 366.1 | | \$ 1,047,098 |
| Measuring and regulating station structures | 366.2 | | \$ 14,749 |
| Mains | 367 | | \$ 50,628,100 |
| Compressor station equipment | 368 | | \$ 19,234,646 |
| Measuring and regulating station equipment | 369 | | \$ 2,165,221 |
| Communication equipment | 370 | | \$ 137,095 |
| Other equipment | 371 | | \$ 28,380 |
| Structures and improvements | 390 | | \$ 97,301 |
| Office furniture and equipment | 391 | | \$ 103,415 |
| Transportation equipment | 392 | | \$ 107,213 |
| Tools, shop and garage equipment | 394 | | \$ 45,578 |
| Power operated equipment | 396 | | \$ 79,177 |
| Miscellaneous equipment | 398 | | \$ 48,704 |
| Construction work in progress | 107 | | \$ 645,850 |
| Gas plant purchased or sold | 102 | \$ 59,331,034 | |
| Taxes accrued | 236 | \$ 4,297,116 | |
| Accumulated deferred income taxes | 190 | | \$ 4,851,969 |
| Accumulated deferred income taxes-other property | 282 | \$ 9,309,243 | |
| Other regulatory liabilities | 254 | \$ 7,411,509 | |
| Income taxes, utility operating income | 409.1 | \$ 14,686,440 | |
| Income taxes, other operating income | 409.2 | | \$ 18,983,557 |
| Provision for deferred income taxes, utility operating income | 410.1 | \$ 30,815,193 | |
| Provision for deferred income taxes, other income | 410.2 | \$ 2,433,805 | |
| Provision for deferred income taxes- credit, utility operating income | 411.1 | | \$ 44,963,795 |
| Provision for deferred income taxes- credit, other income | 411.2 | | \$ 153,985 |

To record at original cost the abandonment by sale of the facilities (net book value) and associated tax impacts

| | | | |
|---------------------------------|-------|---------------|---------------|
| Gas Plant Purchased or Sold | 102 | | \$ 59,331,034 |
| Loss on Disposition of Property | 421.2 | \$ 59,331,034 | |

To record loss on the abandonment by sale of the facilities



Questar Southern Trails Pipeline Company
333 South Stat Street, Salt Lake City, UT 84111
Mailing address:
P. O. Box 45360, Salt Lake City, UT 84145

Kimberly D. Bose, Secretary
Federal Energy Regulatory Commission
Room 1A
888 First Street, N.E.
Washington, D.C. 20426

February 16, 2022

**Re: Docket No. CP18-39-000
Questar Southern Trails Pipeline Company
Abandonment of Southern Trails Pipeline
Revised Final Accounting Entries**

Dear Secretary Bose:

On January 21, 2022, Questar Southern Trails Pipeline Company (QST) filed its final accounting entries and amounts related to the total abandonment of the QST pipeline and related facilities in the above-referenced docket pursuant to ordering paragraph C of the Order approving abandonment by the Federal Energy Regulatory Commission (Commission) on May 9, 2018.¹ At the request of Commission staff, QST submits revised final accounting entries and amounts related to the total abandonment of the QST pipeline and related facilities.

Please direct any questions concerning this submittal to Greg Williams at (801) 324-5370 or greg.williams@dominionenergy.com.

Respectfully submitted,

/s/ Shelley W. Kendrick

Shelley W. Kendrick
Director-Marketing and Business Development
Dominion Energy Questar Pipeline Services Inc.

Authorized Representative of Questar Southern Trails Pipeline Company

Enc.

cc: Eric Howard

¹ Questar Southern Trails Pipeline Co., 163 FERC ¶ 62,086 (2018).

Questar Southern Trails Pipeline Company
Southern Trails Abandonment by sale
Docket No. CP18-39-000
Final Accounting Entries

| Description | Account | Debit | Credit |
|--|---------|-------|---------------|
| Cash | 131 | \$ | 1 |
| Accumulated provision for depreciation - plant | 108 | \$ | 19,441,807 |
| Accumulated amortization - plant | 111 | \$ | 9,667 |
| Completed construction not classified | 106 | \$ | 8,639 |
| Gas plant in service | 101 | | |
| Miscellaneous intangible plant | 303 | | \$ 9,667 |
| Land and land rights | 365.1 | | \$ 78,000 |
| Rights-of-way | 365.2 | | \$ 4,320,953 |
| Compressor station structures | 366.1 | | \$ 1,047,098 |
| Measuring and regulating station structures | 366.2 | | \$ 14,749 |
| Mains | 367 | | \$ 50,628,100 |
| Compressor station equipment | 368 | | \$ 19,234,646 |
| Measuring and regulating station equipment | 369 | | \$ 2,165,221 |
| Communication equipment | 370 | | \$ 137,095 |
| Other equipment | 371 | | \$ 28,380 |
| Structures and improvements | 390 | | \$ 97,301 |
| Office furniture and equipment | 391 | | \$ 103,415 |
| Transportation equipment | 392 | | \$ 107,213 |
| Tools, shop and garage equipment | 394 | | \$ 45,578 |
| Power operated equipment | 396 | | \$ 79,177 |
| Miscellaneous equipment | 398 | | \$ 48,704 |
| Construction work in progress | 107 | | \$ 645,850 |
| Gas plant purchased or sold | 102 | \$ | 59,331,033 |

To record consideration received and abandonment by sale of the facilities (net book value) at original cost

| | | | |
|---------------------------------|-------|----|---------------|
| Gas Plant Purchased or Sold | 102 | | \$ 59,331,033 |
| Loss on Disposition of Property | 421.2 | \$ | 59,331,033 |

To record loss on the abandonment by sale of the facilities

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 Loan Summary 2021

| 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 304,274,726 (b) 12/31/2021 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 | 377,101 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.

Questar Gas Company - Dominion Energy, Inc.
Intercompany Revolving Credit Agreement Transactions Summary
Questar Gas Company ("QGC")
Dominion Energy, Inc. ("DEI")
2021

| <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-20 | | | | | \$ (256,258,625) | | | | |
| January-21 | \$ 10,253,290 | \$ 136,116,000 | - | - | \$ (130,395,915) | 0.26% | 0.30% | 45,290 | - |
| February-21 | \$ 144,690,998 | \$ 87,591,000 | - | - | \$ (187,495,913) | 0.25% | 0.26% | 21,998 | - |
| March-21 | \$ 93,153,156 | \$ 142,596,000 | - | - | \$ (138,053,070) | 0.26% | 0.29% | 28,156 | - |
| April-21 | \$ 77,671,882 | \$ 56,496,000 | - | - | \$ (159,228,951) | 0.26% | 0.26% | 31,882 | - |
| May-21 | \$ 48,884,644 | \$ 30,513,157 | - | - | \$ (177,600,438) | 0.26% | 0.27% | 22,487 | - |
| June-21 | \$ 41,629,818 | \$ 25,037,000 | - | - | \$ (194,193,256) | 0.25% | 0.26% | 37,818 | - |
| July-21 | \$ 86,795,464 | \$ 21,689,000 | - | - | \$ (259,299,720) | 0.24% | 0.25% | 50,464 | - |
| August-21 | \$ 79,635,210 | \$ 270,917,000 | - | - | \$ (68,017,930) | 0.14% | 0.25% | 27,210 | - |
| September-21 | \$ 59,936,590 | \$ 16,129,000 | - | - | \$ (111,825,521) | 0.23% | 0.23% | 17,590 | - |
| October-21 | \$ 65,865,782 | \$ 24,293,000 | - | - | \$ (153,398,302) | 0.16% | 0.23% | 22,782 | - |
| November-21 | \$ 51,659,517 | \$ 93,010,000 | - | - | \$ (112,047,819) | 0.21% | 0.23% | 22,517 | - |
| December-21 | \$ 235,863,907 | \$ 43,637,000 | - | - | \$ (304,274,726) | 0.22% | 0.35% | 48,907 | - |
| TOTAL | \$ 996,040,258 | \$ 948,024,157 | \$ - | \$ - | | | | \$ 377,101 | \$ - |

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

IV. 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, 2021 and the balance as of December 31, 2021.

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 Dominion Energy Questar Corp. at the Utah Center. The listed amount includes lease, interest, maintenance, and depreciation. | 676,398.00 |
| 5.2 Questar Gas charged Dominion Generation, Inc., an unregulated affiliate, for rent and rental improvements for the year ended December 31, 2021. | 9,387.69 |
| 5.4 Transportation equipment and power operated equipment were transferred between Dominion Energy Services and Dominion Energy Utah (Questar Gas) during 2021 as part of a regular course of business. These transfers were initiated because of business need. | 1,282.48 |

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, 2021

| Affiliate | Job Title | Count |
|---------------------------|----------------------------------|--------------|
| Dom Energy Services, Inc. | Business Process Analyst | 1 |
| Dom Energy Services, Inc. | Intern | 1 |
| Dom Energy Services, Inc. | Facilities Technician II | 1 |
| Dom Energy Services, Inc. | Communications Strategic Advisor | 1 |
| Total | | 4 |

6.2 Report of Questar Gas Employee Transfer from Affiliates During the Year Ended December 31, 2021

| Affiliate | Job Title | Count |
|---------------------------|--------------------------------------|-------|
| Dom Energy Services, Inc. | Measurement & Control Rep I (Questar | 1 |
| Dom Energy Services, Inc. | Leak Survey Technician (Questar) | 1 |
| Dom Energy Services, Inc. | DOT Compliance Analyst | 1 |
| Dom Energy Services, Inc. | Training Specialist | 1 |
| Dom Energy Services, Inc. | Process Assistant I | 1 |
| Dom En South Carolina, In | Supervisor-LNG Operations | 1 |
| Dom En Questar PL Srvc | Land Agent | 1 |
| Total | | 7 |

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, 2021

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. In 2021 all costs were charged directly through to Questar Gas from DES and not through Questar Corp. The allocated amounts were as follows:

| Affiliate name | Total services received | Amount of allocated services |
|--------------------------------|-------------------------|------------------------------|
| Dominion Energy Services, Inc. | \$50,228,210 | \$19,701,559 |

\$903,759 of costs were charged under the DES Services agreement to DES by Questar Gas.

Other Costs Charged to/from Questar Gas

See section 7.2 of this report for a summary of costs charged to Questar Gas from its affiliates.

Questar Gas charged Dominion Generation, Inc., an unregulated affiliate, for rent and rental improvements for the year ended December 31, 2021. See section 5.2 of this report.

7.2 Amounts Allocated to the Utility

| Name of Entity | Total Services Received | Allocated | Non Allocated |
|------------------------------|--------------------------------|----------------------|-----------------------|
| Dominion Energy East Ohio | 262.68 | | 262.68 |
| DE Questar Corporation | 2,444,827.76 | 2,444,827.76 | |
| DE Questar Pipeline, LLC | 82,254,966.26 | - | 82,254,966.26 |
| DE Overthurst PL, LLC | 68,279.02 | - | 68,279.02 |
| Questar InfoComm Inc | 20,169.12 | - | 20,169.12 |
| Questar Energy Services Inc | 4,580.00 | - | 4,580.00 |
| DE Questar Pipeline Services | 1,154,993.54 | - | 1,154,993.54 |
| Wexpro I | 179,007,928.18 | - | 179,007,928.18 |
| Wexpro II | 46,500,353.63 | - | 46,500,353.63 |
| Dominion Energy Services Inc | 50,228,209.82 | 19,701,559.12 | 30,526,650.70 |
| Total | 361,684,570.01 | 22,146,386.88 | 339,538,183.13 |

7.3 Amounts Allocated from the Utility

| Name of Entity | Total Services Provided | Allocated | Non Allocated |
|------------------------------|--------------------------------|-------------------|----------------------|
| DE Questar Corporation | 209,304.52 | 209,304.52 | - |
| DE Questar Pipeline, LLC | 1,789,097.10 | 231,611.62 | 1,557,485.48 |
| Questar Field Services | 3,065.48 | 2,835.99 | 229.49 |
| DE Overthurst PL, LLC | 26,948.49 | 23,256.50 | 3,691.99 |
| Questar Southern Trails | 77,354.09 | 9,169.16 | 68,184.93 |
| Questar Energy Services Inc | 221,208.92 | 1,087.58 | 220,121.34 |
| Domionion Generation | 8,665.56 | - | 8,665.56 |
| DE Questar Pipeline Services | 649,293.94 | 13,930.75 | 635,363.19 |
| Wexpro I | 858,247.93 | 8,816.53 | 849,431.40 |
| Wexpro II | 265,626.00 | - | 265,626.00 |
| Dominion Energy Services Inc | 903,058.73 | - | 903,058.73 |
| Dominion Products & Services | 73,124.49 | - | 73,124.49 |
| DE RNG Holdings | - | - | - |
| DE RNG Holdings II | - | - | - |
| Total | 5,084,995.25 | 500,012.65 | 4,584,982.60 |

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

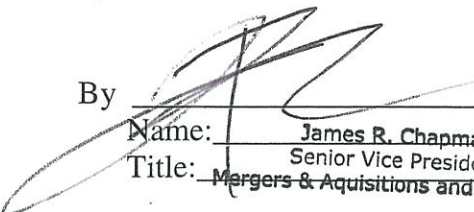
assign its rights, interests or obligations under this Agreement to an “affiliated interest,” without the consent of the other party.

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

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

WAW

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

Page 3

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

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

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

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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 GAS COMPANY

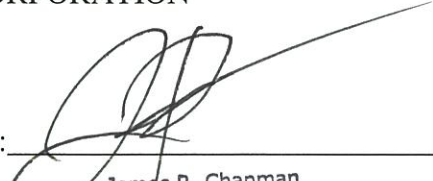
By: 

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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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.

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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
Page 3

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.
May 1, 2017
Page 5

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.
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, 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

Dominion Energy Questar Pipeline, 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: 

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

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 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
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

WHS

Accepted and Agreed to:

DOMINION GENERATION, INC.

By: _____

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

Dominion Generation, 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 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. Woods

Title: SVP - Financial Management

WAS 8

Accepted and Agreed to:

DOMINION PRODUCTS AND
SERVICES, INC.

By: [Signature]
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.

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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.

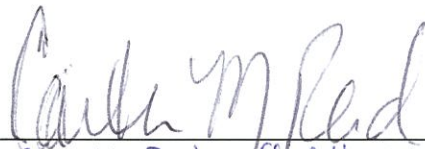
4. This Agreement shall become effective as of November 16, 2016 and shall continue in force and effect until terminated by either party upon thirty days' written notice of termination.

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 &

Questar Gas Company
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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.

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

WTR &

Accepted and Agreed to:

QUESTAR ENERGY SERVICES, INC.

By: 

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.
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 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
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 ENERGY SERVICES, INC.

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

Accepted and Agreed to:

QUESTAR GAS COMPANY

By: 

Title: Senior Vice President - Financial
Management



Questar Gas Company
May 1, 2017
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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

Questar Gas 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.

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 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

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: Frank A. Wood

Title: SVP - Financial Management

WAW

Accepted and Agreed to:

QUESTAR FIELD SERVICES, LLC

By: [Signature]

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

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 Field Services, 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

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.
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: 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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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 InfoComm, 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 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
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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. Ward

Title: SVP - Financial Management

WAS E

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
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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
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 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
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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.

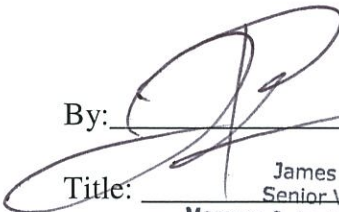
If you approve of this proposal, please indicate your acceptance by executing both copies hereof in the space provided and return one fully executed copy to Providing Company.

Respectfully submitted,

QUESTAR 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

WHS &

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).
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.

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

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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 N. Wood

Title: SVP - Financial Management
UTSP

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
Page 3

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).
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 Southern Trails Pipeline 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).

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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 Southern Trails Pipeline Corporation
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 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

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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 S. Wood

Title: SVP - Financial Management

WFS

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
Page 3

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

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.

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: 

Title: _____

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

Wexpro Company
May 1, 2017
Page 3

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.
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Wexpro Company
May 1, 2017
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Wexpro 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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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
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,

WEXPRO SERVICES 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 UAMS 2
Management

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).
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Questar Gas Company

May 1, 2017

Page 5

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Questar Gas Company

May 1, 2017

Page 6

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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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| III. STANDARD OF REVIEW | - 5 - |
| IV. DISCUSSION, FINDINGS, AND CONCLUSIONS | 6 |
| V. ORDER | - 7 - |

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:

Barrie L. McKay (barrie.mckay@questar.com)
Colleen Larkin Bell (colleen.bell@questar.com)
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By Hand Delivery:

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Salt Lake City, Utah 84111

Administrative Assistant

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


Thomas P. Wohlfiel
Dominion Resources, Inc.


Utah Association of Energy Users


American Natural Gas Council, Inc.

Idaho Public Utilities Commission Staff


Laura Snel
State of Utah, Governor's Office of Energy Development

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.

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American Natural Gas Council, Inc.

 - 8.15.16

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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| | |
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" Office of Consumer Services

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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

Questar Gas Company
Wexpro II Agreement
Exhibit A
Page 2 of 3

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.

Questar Gas Company
 Wexpro II Agreement
 Exhibit A
 Page 3 of 3

| 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 | | |
| | | Aquired Wexpro II Oil Property 3/ | Base Rate of Return(r) | Enhanced Recovery Facilities (r+2.00%) | Wexpro II Development Drilling Facilities | |
| | Total | | | | | |
| 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.

Questar Gas Company
 Wexpro II Agreement
 Exhibit B
 Replacement

| 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 (line 4 x line 13)/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 (line 16)/(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.

Questar Gas Company
 Wexpro II Agreement
 Exhibit C
 Page 2 of 2

| 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.

Questar Gas Company
Wexpro II Agreement
Exhibit D
Page 2 of 2

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.

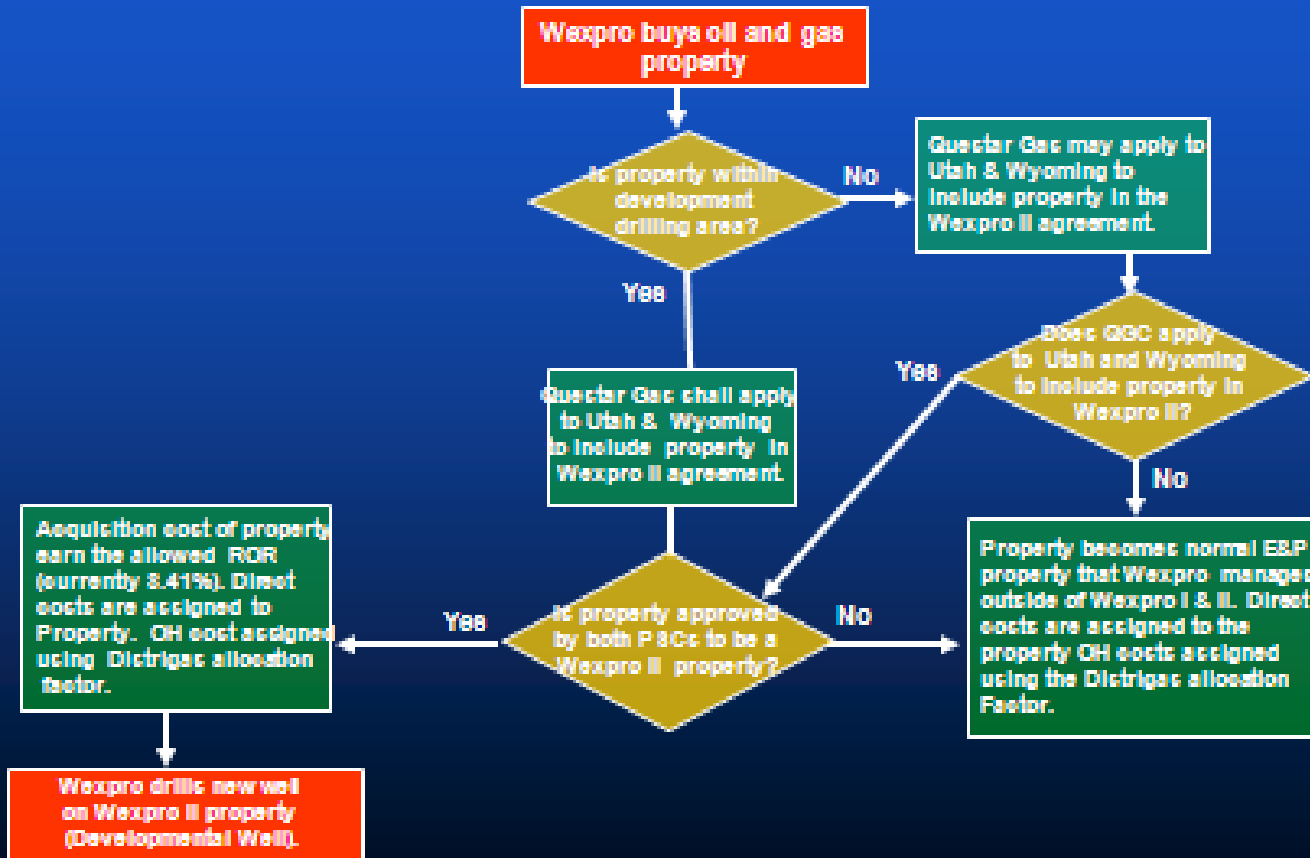
EXHIBIT E

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

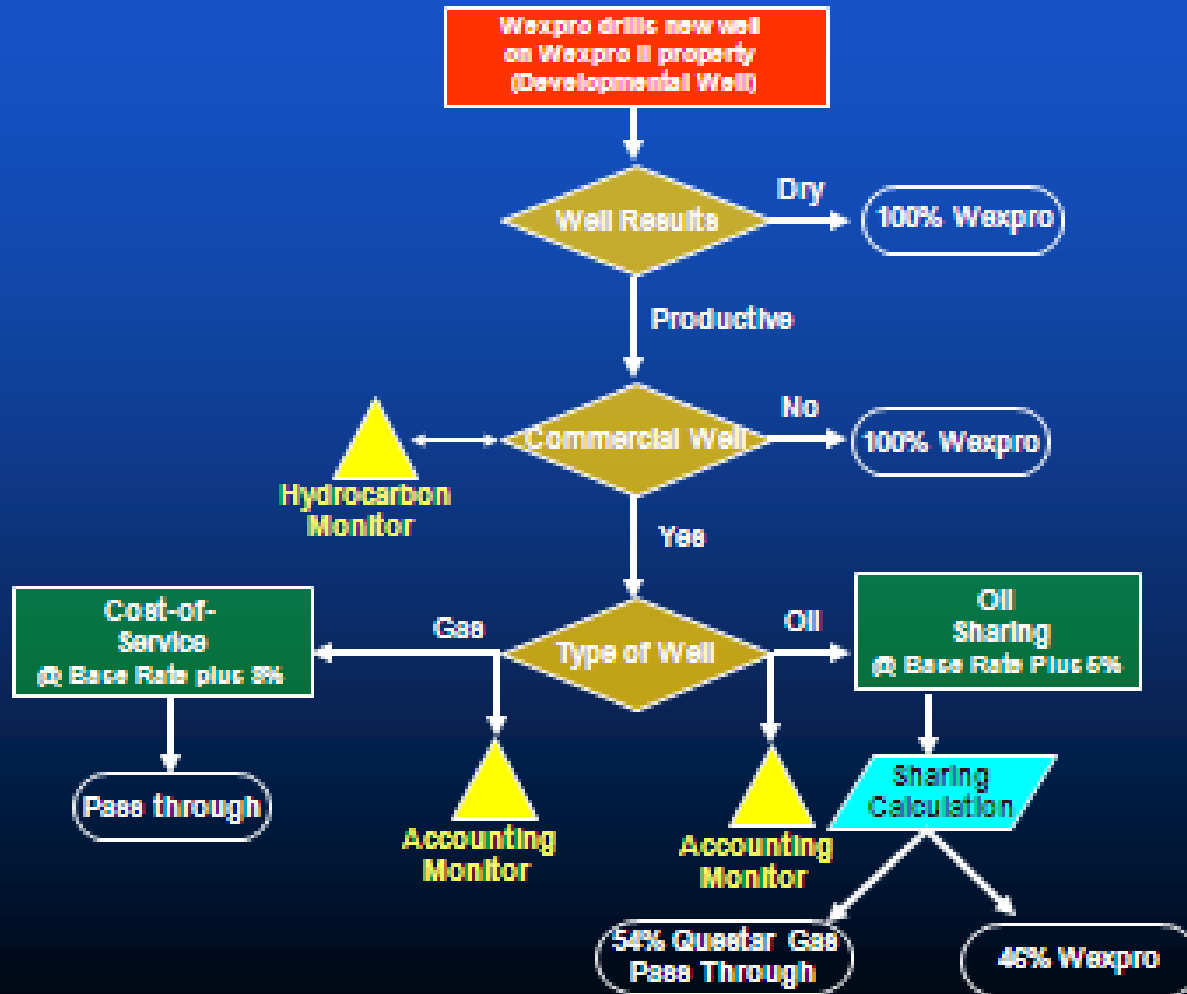
Wexpro II Property Approval



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 |

Questar Gas Company
Wexpro II Agreement
Exhibit G

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

Questar Gas Company
Wexpro II Agreement
Exhibit G

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

Questar Gas Company
Wexpro II Agreement
Exhibit G

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

Questar Gas Company
Wexpro II Agreement
Exhibit G

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)
Jenniffer Nelson Clark (jenniffer.clark@questar.com)
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By Hand-Delivery:

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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.)

REPORT AND
ORDER ON
STIPULATION
AND
AGREEMENT

CASE NO. 79-057-03

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

Appearances:

For:

Stephen H. Anderson, Esq.
Merlin O. Baker, Esq.
A. Robert Thorup, Esq.
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Utah Department of
Business Regulation,
Division of Public
Utilities

Thomas A. Quinn, Esq.
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Mountain Fuel Supply
Company

Calvin L. Rampton, Esq.
JONES, WALDO, HOLBROOK
& McDONOUGH

Wexpro Company

Donald B. Holbrook, Esq.
Robert S. McConnell, Esq.
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

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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

(SEAL)

/s/ David R. Irvine, Commissioner

/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 (51-47) | 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 | 66 | 7 | 2 | 5 |
| 28. Depreciation | 93 | 79 | 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 | | Post-July 31, 1981 | | Post-July 31, 1981 | Allocated to Cost-of-Services Natural Gas |
|---|----------|--------------------|--------------------------|--------------------|---------------|--------------------|---|
| | | July 31, 1981 | Basic Rate of Return (%) | (+/- 2.00%) | July 31, 1981 | | |
| 1 Net Plant Investment in Productive Oil Reservoirs | \$37,000 | \$48,300 | \$5,000 | \$1,190 | \$2,450 | 1,010 | |
| 2 Allocation of Investment | | 12,000 | 1,500 | 50 | 240 | 1,010 | |
| 3 Directly Assignable to Products | | 30,500 | 3,000 | 900 | 1,950 | 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 | | |
| 7 Allocation of Expenses for Month | | 534 | 50 | 8 | 12 | 97 | |
| 8 Directly Assignable to Products | | 1,336 | 130 | 30 | 43 | 260 | |
| 9 Allocated Based on Product Allocation | | | | | | | |
| 10 Operating Income for Month | | \$ 1,670 | \$ 180 | \$ 38 | \$ 55 | \$ 357 | |
| 11 Federal and State Income Taxes at 46.828% ² | | \$ 1,830 | \$ 380 | \$ 57 | \$ 130 | | |
| 12 Net Income from Oil after Taxes | \$ 1,254 | \$ 974 | \$ 191 | \$ 30 | \$ 69 | | |
| 13 Rate of Return for Investment Recovery | | 16.00% | 16.00% | 18.00% | 21.00% | | |
| 14 Return Allocated to Oil Investment (line 4 x line 13)/12 | \$ 673 | \$ 567 | \$ 60 | \$ 14 | \$ 32 | | |
| 15 Amount to Be Divided Between Company and Weiprop | \$ 591 | \$ 407 | \$ 131 | \$ 16 | \$ 37 | | |
| 16 Company Portion at 54% | \$ 319 | \$ 220 | \$ 71 | \$ 9 | \$ 20 | | |
| 17 Payment to Company (line 16)/(1-46.828) | \$ 600 | \$ 413 | \$ 133 | \$ 16 | \$ 37 | | |
| 18 Restatement of Weiprop's Monthly Oil Net Income | \$ 4,520 | | | | | | |
| 19 Revenue for Month - Oil | | | | | | | |
| 20 Expenses for Month - Total | \$2,143 | | | | | | |
| 21 Previous Expense - Total | 600 | | | | | | |
| 22 Amount to Company | (2,743) | | | | | | |
| 23 Total Restated Expenses for Month | \$ 1,777 | | | | | | |
| 24 Restated Operating Income | (832) | | | | | | |
| 25 Restated Weiprop Net Income After Taxes | \$ 945 | | | | | | |

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 Back-in | After Back-in | Before Back-in | After Back-in | Before Back-in | After Back-in | Before Back-in | After Back-in |
| Wetrop Interest in Lease | 100.00% | 100% | 50.00% | 20.00% | 100% | 100% | 50% | 20.00% |
| Lease Gross Revenues | \$100.00 | \$100.00 | \$100.00 | \$100.00 | \$100.00 | \$100.00 | \$100.00 | \$100.00 |
| Wetrop's Gross Revenues | \$100.00 | \$40.00 | \$50.00 | \$20.00 | \$100.00 | \$40.00 | \$50.00 | \$20.00 |
| Royalty Rate on Wetrop's Gross ORR on Wetrop's Gross | 7.00% | 7.00% | 7.00% | 7.00% | 2.50% | 2.50% | 2.50% | 2.50% |
| ORR on Wetrop's Gross | \$ 7.00 | \$ 7.00 | \$ 3.50 | \$ 3.50 | \$ 2.50 | \$ 2.50 | \$ 1.25 | \$ 1.25 |
| Net Interest: | | | | | | | | |
| Before Farmout | 6.25% | 40.00% | 3.125% | 20.00% | 6.25% | 40.00% | 3.125% | 20.00% |
| After Farmout | 100% | 50.00% | 50% | 20.00% | 100% | 100% | 50% | 20.00% |
| Lease 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 | \$ 20.00 | \$ 6.25 | \$ 40.00 | \$ 3.125 | \$ 20.00 |
| Royalty Rate on Wetrop's Gross ORR on Wetrop's Gross | 10.00% | 10.00% | 10.00% | 10.00% | Not Applicable | Not Applicable | Not Applicable | Not Applicable |
| ORR on Wetrop's Gross | \$ 0.625 | \$ 5.00 | \$ 0.3125 | \$ 2.00 | | | | |

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 | 16.00% |
| 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 | 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 | | |

SHEDDEN 3(a)

**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 | 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 |
| 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 | SENW 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 | SENW 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 | SENW 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 #1322 | 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 #2 [Colorado] | Horseshoe Canyon Unit #2 |
| Horseshoe Canyon Unit #3 | Horseshoe Canyon Unit #3 |
| Horseshoe Canyon Unit #1-28 | Horseshoe Canyon Unit #1-28 |
| Horseshoe Canyon Unit #1-31 | 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 |
| Rabbit Mountain [Colorado] | MFS Federal #8-1 |
| 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 #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 Govt. Donley NCT-1 Well #1 |
| | Bruff Pando Fed. #32-1 |
| | Bruff Govt. 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 5 |
| | 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 104 M 27.1M 28 M 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 |
| | | | | | 1742G |
| | | | | | 1743 X |
| | | | | | 1743BX |
| | | | | | 1743C |
| | | | | | 1743DX |
| | | | | | 1744 |
| | 1745 | | | | |
| | 1745A | | | | |
| | 1747 | | | | |
| | 1747A | | | | |
| | 1747B | | | | |
| | 1750 X | | | | |
| | 1754 X | | | | |
| | 1755 | | | | |
| | 1755A | | | | |
| | 1755B | | | | |
| | 1752 | | | | |
| | 1732A | | | | |
| | 1732B | | | | |
| | 1732C | | | | |
| | 1733 | | | | |
| | 1733A | | | | |
| | 1734 | | | | |
| | 1734A | | | | |
| | 1734B | | | | |
| | 1735 | | | | |
| | 1735A | | | | |
| | 1736 | | | | |
| | 1738 | | | | |
| | 1740 | | | | |
| | 1742 | | | | |
| | 1742A | | | | |
| | 1743 | | | | |
| | 1743A | | | | |
| | 1743B | | | | |
| | 1743D | | | | |
| | 1743E | | | | |
| | 1746 | | | | |
| | 1746A | | | | |
| | 1746B | | | | |
| | 1749 | | | | |
| | 1749 | | | | |
| | 1750 | | | | |
| | 1751 | | | | |
| | 1754 | | | | |
| | 1754A | | | | |
| | 1754B | | | | |
| | 1754C | | | | |
| | 1754D | | | | |
| | 1756 | | | | |
| | 1756A | | | | |
| | 1885 | | | | |
| | 1201 | | | | |
| | 1214 | | | | |
| | 1215 | | | | |
| | 1216A | | | | |
| | 34 M | | | | |
| | 35 M | | | | |
| | 955 | | | | |
| | 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 |
| | | | | | 1038 X |
| | | | | | 1039 X |
| | | | | | 1043 X |
| | | | | | 1043 1 |
| | | | | | 1046 |
| | | | | | 1052 |
| | | | | | 1061 |
| | | | | | 1076X |
| | | | | | 1114 |
| | | | | | 1114A |
| | | | | | 1114B |
| | 1114C | | | | |
| | 1115 | | | | |
| | 1115A | | | | |
| | 1116 | | | | |
| | 1008AX | | | | |
| | 1008A1 | | | | |
| | 1018 | | | | |
| | 1029 | | | | |
| | 1037 | | | | |
| | 1038 | | | | |
| | 1039 | | | | |
| | 1043 | | | | |
| | 1043X1 | | | | |
| | 1070 | | | | |
| | 1076 | | | | |
| | 1076 1 | | | | |
| | 1112 | | | | |
| | 1112A | | | | |
| | 1113 | | | | |
| | 1113A | | | | |
| | 82M | | | | |
| | 16XM | | | | |
| | 161M | | | | |
| | 162M | | | | |
| | 163M | | | | |
| | 16X | | | | |
| | 1CX | | | | |
| | 1DX | | | | |
| | 1EX | | | | |
| | 24BX | | | | |
| | 1016 X | | | | |
| | 1159 X | | | | |
| | 1699 X | | | | |
| | 1721 X | | | | |
| | 955A | | | | |
| | 970 | | | | |
| | 971 | | | | |
| | 977 | | | | |
| | 1491 | | | | |
| | 1514 | | | | |
| | 1656 | | | | |
| | 87 M | | | | |
| | 1169 | | | | |
| | 1196B | | | | |
| | 1196C | | | | |
| | 1196F | | | | |
| | 1200 | | | | |
| | 1202 | | | | |
| | 1202A | | | | |
| | 1212 | | | | |
| | 1212A | | | | |
| | 1212B | | | | |
| | 1212C | | | | |
| | 1212D | | | | |
| | 1213 | | | | |
| | 1215A | | | | |
| | 1217A | | | | |
| | 1217B | | | | |
| | 1083 | | | | |
| | 941F | | | | |
| | 941H | | | | |
| | 941I | | | | |
| | 1015A | | | | |
| | 1015B | | | | |
| | 1032 | | | | |
| | 1055 | | | | |
| | 1078 | | | | |
| | 1083A | | | | |
| | 1101 | | | | |
| | 1079 | | | | |
| | 1079A | | | | |
| | 1222 | | | | |

SCHEDULE 4(b)

| STATE | AREA | MFCO COMPANY LEASE NO. | STATE | AREA | MFCO COMPANY LEASE NO. |
|----------|---------------------|---|----------|---------------------|--|
| COLORADO | HORSEHEAD CANYON | 1217G 1217H 1217I 1217J 1217K 1308A 1308C 1308D 1309 1309A 1311 1311A 1311B 1311C 1311D 1311E 1311F 1311G 1311H 1311I 1311J 1311KX 1311LX 1311MX 1312D 1312I 1321 1845 1846 1846A 1311K 1311L 1311M 957 1017 1017 I 1026 1041 1042 1050 1051 1051A 1051A1 1062 1148 1148-I 1206 1207 1208 1209 1210 1211 1979 | COLORADO | HOVENWEEP CANYON | 1394G 1394H 1394I 1394J 1394K 1394L 1394M 1394N 1394O 1395A 1395B 1395C 1411 1411B 1443 1679 1797 |
| | | | | JACKS DRAW | 1319 |
| | | | | LANDS END | 1333 X |
| | | | | LAS ANIMAS | 1531 1532 1533 1539 1540 1542 1543 1544 1545 1546 1551 1552 1553 1554 1555 1557 1558 1582 1569 1573 1578 1582 1583 1584 1585 1585A 1586 1586A 1587 1587A 1588 1588A 1589 1598A 1590 1591 1593 1594 1595 1599 1599A 1602 1603 1604 1605 1607 1609 1610 1613 1614 1616 1617 1618 1619 1620 1629 |
| | HOUGOTON | 1842 1844 | | | |
| | HOVENWEEP CANYON | 85 M 85XM 85.3M 1230 1231 1236 1246 1247 1253 1254 1255 1275 1275 X 1275XX 1304 1394 1394B 1394C 1394E | | | |

SCHEDULE 4(b)

| STATE | AREA | MFCO COMPANY LEASE NO. | STATE | AREA | MFCO COMPANY LEASE NO. |
|----------|----------------------|--|----------|---------------------|--|
| COLORADO | LAS ANIMAS | 1630 1631 1632 1632A 1633 1635 1637 1638 1673 1674 1674A 1675 1676 1685 1690 1691 1637BX 1652 1653 1654 1655 1725 1666 1666A 1337B 1683 1684 1338 1636 1640 1641 1642 1643 1643 X 1645 1646 1647 1648 1668 | COLORADO | NORTH BULL BASIN | 1689 1689A 1689B 1689C 1689D 1689E 1689F 1689G |
| | | | | NORTH CRAIG | 475B 477 481 |
| | | | | NORTH NIPPLE | 1695 1697 1789 1800 1971 |
| | | | | NW DIVIDE CREEK | 941FY 941HX 941IX 1014A 1015AX 1015A1 1015BX 1083 X 1083AX 1084 1117 44 M 92 M 93 M 93XM 94AM 94BM 94CM 95 M 96 M 97 M 98 M 98XM 99M 99XM 100 M 102AM 103 M 103XM 104 M 104XM 105 M 106 M 106AM 106B 106C 108 M 108AM 108BM 109 M |
| | LEFTHAND DRAW | 1000 1057B 1060B | | | |
| | LITTLE BEAR CREEK | 1866 1867 | | | |
| | LOGAN WASH | 1027A 1115X 1115AX 1070B | | | |
| | LONG VALLEY | 1887 | | | |
| | MOQUI | 1683 1883 916 922 979A 979D 1205 863B 910A 918X 948 979A1 1239A 1757A 1819A | | | |
| | MUD CREEK | 1781 | | | |
| | NIBLICK | 1143 1334 1340 1841 1864 82 M | | | |
| | | | | OLD MAN MOUNTAIN | 1166 1166A 1166B 1166C 1166D 1166E 1166F 1166G 1166H 1166I 1166J 1166K 1166L 1490 1490A 1490B |

SCHEDULE 4(b)

| STATE | AREA | MFSCO COMPANY LEASE NO. | STATE | AREA | MFSCO COMPANY LEASE NO. |
|----------|-------------------|--|----------|------------------|---|
| COLORADO | OLD MAN MOUNTAIN | 1490C 1490D 1490E 1490F 1490G 1490H 1490I 1490J | COLORADO | RISLEY CANYON | 1263 1264 1265 1266 1267 1268 1269 1270 1270A 1271 1271A 1274 1275 1276A 1282 1471 1834 |
| | PARADOX BASIN | 1388X 1412BX 1413 1429CX 1435 1468 1834 X 1292A | | ROAN CREEK | 1018A 1040 1042A 1050A 1070A |
| | PICKETWIRE VALLEY | 1492 1493 1494 1496 1496 1497 1498 | | ROSS RIDGE | 1057A 1060A 2006 2008 2010 |
| | PIUTE KNOLL | 1171 1172 1174 1178 1178A 1185 1189 1190 1191 1191A 1192B 1192C 1193 1194A 1197 1197A 1197B 1197C 1197D 1204E 1204F 1485 1516 1173 1177 1177A 1177B 1177C 1186 1188 | | RUIN CANYON | 1331B |
| | | | | RUSH CREEK | 1865 |
| | | | | SAND CANYON DEEP | 1433 1442 1465 1465B 1474 1474B 1474C 1476A |
| | | | | SAND GULCH | 1122 1123 |
| | | | | SANDSTONE | 1400B1 1400C1 14001X 1402C 1252B |
| | | | | SEWEMUP | 1943 |
| | | | | SHELL CREEK | 1327 1098 1149 1156 |
| | | | | SMOKEY CREEK | 1840 |
| | POWDER WASH | 30C 994 30D 681 | | SPRINGFIELD | 1786 1787 1788 1824 1831 1832 |
| | RABBIT MOUNTAIN | 1803 1952 | | STORY GULCH | 972 |
| | RANGELY | 1520 | | SUGAR LOAF | 1160 1168 1694 1701 1814 1821 1937 1956 1958A 1958B |
| | RISLEY CANYON | 1228 1250 1260 1260A 1261 1261A 1262 1262A | | | |

SCHEDULE 4(b)

| STATE | AREA | MFSCO COMPANY LEASE NO. | STATE | AREA | MFSCO COMPANY LEASE NO. |
|----------|-----------------|---|----------|---------------|---|
| COLORADO | SUGAR LOAF | 1958C 1958D 1958E 1958F 1958G | COLORADO | WOODS | 1254B 1283 1284 1285 1285A 1287 1287A 1380 1384 1386 1388 1388B 1388C 1393A 1393B 1411X 1411XX 1412 1412B 1414 1418 1425 1426 1427 1428 1429 1429B 1429C 1439 1440 1440B 1454 1456 1459 1460 1474A 1479 1810 1813 1836 1836A 1836B |
| | TEPEE | 1682 | | YAMPA | 1839 1853 1853A 1854 1856 1857 1857A 1857B 1857C 1857D 1857E 1857F 1868 |
| | THOMPSON ARROYO | 1328 1329 1337 X 1337AX 1499 1500 1336 1337 1337A 1503 1662 | | YELLOW JACKET | 1367B 1400 1400B 1400C 83 M 84M 85AM 1232 1233 1233 X 1235 1235A 1236A 1249 1252 1253A 1253B 1254C 1257 1258 |
| | WAGON TRACK | 1008B 1008BX 1026B 1050B 1113 X 1113AX | | | |
| | WALSH | 1807 1807A 1807B 1809 | | | |
| | WEDDING BELL | 1179 1106 1107 1723 | | | |
| | WHITE RIVER | 554 12 M | | | |
| | WILLOW | 1176 1193A | | | |
| | WINTER FLATS | 1028 1030 1044 1049 1053 1053A 1054 1054 I 1054A 1054A1 1055 1055A 1056 1056 I 1056A 1057 1059 1059 1059 X 1059 I 1059A 1059A1 1060 1063 1071 1075 | | | |
| | WOODS | 1377 1811 1242 1244 1244A 1245 1248A 1252A 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 11539 11733 12067 |
| | PICKETT CORRAL CANYON | 11211 11218 11220 11220A 11263 11268 11269 11984 12023 12023A 12023AX 12755 | | 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 |
| | POCKET | 9936 | | ROOSEVELT SALINA | 332 M 321XM 322M 327XM 328XM 329XM 330 M |
| | PORCUPINE RIDGE | 10919 10736 10927 | | SAWMILL CREEK | 12350 12354 12356 12359 12362 12364 12442 12444 12650 12653 12632 12793 12794 12796 12796 |
| | PATTERSON | 11195 | | | |
| | RACETRACK CREEK | 12525 12539 | | | |

SCHEDULE 4(b)

| STATE | AREA | MFSCO COMPANY LEASE NO. | STATE | AREA | MFSCO COMPANY LEASE NO. |
|-------|-------------------|-------------------------|---------|------------------------------|-------------------------|
| UTAH | SAWMILL CREEK | 12797 | UTAH | VEGA | 11964 |
| | | 12836 | | | 11964A |
| | | 12837 | | | 11964B |
| | | 12852 | | | 11965 |
| | | 12916 | | | 11994 |
| | | 12996 | | | 11896 |
| | | 12997 | | | 11997 |
| | | 12998 | | | 11998 |
| | | 13045 | | | 12057 |
| | | 13052 | | | 12214 |
| | | 12357 | | | 12567 |
| | | 12298 | | | 12568 |
| | | 12425 | | | 12826 |
| | | 12427 | | | 13042 |
| | | 12428 | | | 13043 |
| | | 12429 | | | 10405 |
| | | 12430 | | | |
| | | 12431 | WYOMING | AFTON | 4177 |
| | | 12852 X | | | 4180 |
| | | 12998 X | | | 4182 |
| | | 13045 X | | | 4183 |
| | | 12293 | | | 4185 |
| | | 12354 X | | | 4186 |
| | | 12355 | | | 4188 |
| | | 12837 X | | | 4189 |
| | | 13303 | | | 4199A |
| | SIGURD | 326 M | | | 4199B |
| | | 327 M | | | 4199C |
| | | 328 M | | | 4202 |
| | | 329 M | | | 4204 |
| | SHURTZ CREEK | 11929 | | | 4206 |
| | | 11931A | | | 4208 |
| | SIXTH WATER CREEK | 12697 | | | 4210 |
| | | 12698 | | | 4211 |
| | SQUAW | 11227A | | | 4215 |
| | | 11254B | | | 4367 |
| | | 11259A | | | 4368 |
| | | 12068 | | | 4377 |
| | TEPEE | 11042 | | ALKALI FLAT | 3123 |
| | TRAPP SPRINGS | 11795 | | BEAR GULCH | 3664 |
| | UTAH VALLEY | 12592 | | BONNIDEE | 3390 |
| | | 12593 | | | 3392 |
| | | 12595 | | | 3493A |
| | | 12596 | | | 3493B |
| | VEGA | 11821 | | BONDURANT (Sublette) | 3305 |
| | | 11933 | | | 3404 |
| | | 11934 | | | 3679 |
| | | 11951 | | BONDURANT (Teton) | 3306 |
| | | 11952 | | | 3493C |
| | | 11953 | | | 4557 |
| | | 11953A | | | 4579 |
| | | 11953B | | BRADY | 683 |
| | | 11954 | | | 704 |
| | | 11955 | | | 2983 |
| | | 11956 | | | 4450 |
| | | 11956A | | BROOKS RANCH | 4157 |
| | | 11956B | | | 4353 |
| | | 11956C | | | 4403 |
| | | 11956D | | | 4420 |
| | | 11956E | | | |
| | | 11957 | | BUTCHER KNIFE SPRING | 2876 X |
| | | 11958 | | (Sweetwater) | |
| | | 11958A | | BUTCHER KNIFE SPRING (Uinta) | 2014 |
| | | 11959 | | | 2782 |
| | | 11960 | | | 2833 |
| | | 11960A | | | |
| | | 11960B | | | |
| | | 11961 | | | |
| | | 11962 | | | |
| | | 11963 | | | |
| | | 11963A | | | |

SCHEDULE 4(b)

| STATE | AREA | MFSCO COMPANY LEASE NO. | STATE | AREA | MFSCO COMPANY LEASE NO. |
|---------|------------------------------|-------------------------|---------|---------------------|-------------------------|
| WYOMING | BUTCHER KNIFE SPRING (Uinta) | 2849 | WYOMING | DEVILS HOLE | 3921 |
| | | 2851 | | | 3922 |
| | | 2897 | | | 3922 X |
| | | 2868 | | | 3923 |
| | | 2869 | | | 3923 X |
| | | 2870 | | | 3924 |
| | | 2873A | | | 3925 |
| | | 2874B | | | 3925 X |
| | | 2876 | | | 3926 |
| | | 2877A | | | 3926 X |
| | | 2878 | | | 3927 |
| | | 2879 | | | 3928 |
| | | 2880A | | | 3929 |
| | | 2881 | | | 3930 |
| | | 2882A | | | 3930 X |
| | | 2884 | | | 3931 |
| | | 2912 | | DOTY MOUNTAIN | 3720 |
| | | 2948 | | DRY CREEK | 3114 |
| | | 2949 | | DRY PINEY | 3282 |
| | | 2964 | | | 3686A |
| | | 2970 | | EAST DESERT SPRINGS | 3794 |
| | | 3211 | | EAST HIAWATHA | 1BM |
| | | 3212 | | | 482 |
| | | 3216 | | | 3131 |
| | | 3217 | | | 4481 |
| | | 3221A | | FALL CREEK | 4476 |
| | | 4407 | | FEATHER | 3062 |
| | | 4658A | | | 3096 |
| | BUCK SPRINGS | 3314 | | | 3258 |
| | BUCKHORN | 3582 | | | 3580 |
| | BRUFF (Sweetwater) | 3692 | | | 4197 |
| | | 3692A | | | 4371 |
| | | 3692B | | FISH CREEK | 4405 |
| | | 3692C | | FIVE MILE GULCH | 2338 |
| | | 3692D | | | 2623 |
| | | 3692E | | | 2624 |
| | | 3692F | | | 2719 |
| | | 3692G | | | 2720 |
| | | 3692H | | FOGARTY CREEK | 3048 |
| | | 3692I | | | 3265 |
| | CANYON CREEK | 3817 | | | 3696 |
| | CANYON CREEK DOME | 967 | | GALE | 3592 |
| | CEDAR RIDGE | 3123A | | | 3599 |
| | | 3183 | | GRAHAM | 3781 |
| | | 3664A | | | 3538 |
| | | 3864 | | | 3932 |
| | CHEROKEE TRAIL | 3011 | | GRAPHITE | 851AX |
| | | 3316 | | | 851B |
| | | 3769 | | | 867 |
| | | 3839 | | GRAVEL | 3350 |
| | | 4175 | | | 3361A |
| | | 227 | | | 3566 |
| | CLAY BASIN | 423 | | HADSALL SPRINGS | 3362 |
| | CODY | 3721 | | | 3362A |
| | COMO LAKE | 3289 | | HANK HOLLOW | 4372 |
| | CORRAL CREEK | 3710 | | HENRY | 2869A |
| | | 4158 | | | 2873 |
| | | 4165 | | | 2874 |
| | CYCLONE RIM | 106XM | | | 2874A |
| | | 108XM | | | 2877 |
| | DEAD HORSE | 3039 | | | 2880 |
| | DESERT SPRINGS | 3816 | | | 2882 |
| | DEVILS HOLE | 3870 | | | 3213 |
| | | 3871 | | | |
| | | 3920 | | | |

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 | 3785 |
| | 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 |
| | | | | STEINLE RANCH | |
| | RADERVILLE SOUTH | 4472 4490 | | SUBLETTE CREEK | 4406 |
| | | | | SUN (Fremont) | 104AM 105 M 105AM 105XM 106 M 108 M |
| | RATTLESNAKE HILLS | 3052 3237 3840 | | SUN (Sweetwater) | 103 M |
| | | | | 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 | MFSCO COMPANY LEASE NO. | STATE | AREA | MFSCO 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) | 388 389 390 393 393 X 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 | MFSCO COMPANY LEASE NO. | STATE | AREA | MFSCO 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 | MFCO COMPANY LEASE NO. | STATE | AREA | MFCO 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 | | LONG VALLEY | 157 |
| | JIGGS | 162 | | | 142 |
| | | 163 | | LUND | 224 |
| | | 164 | | RUBY VALLEY | 230 |
| | | 165A | | WHITE FLATS | 228 |
| | | 166A | | | 231 |
| | | 167A | | | 224 |
| | | 168A | | | 227 |
| | | 170 | NEW MEXICO | ALEMITA (Sandoval) | 268 |
| | | 171 | | | 279 |
| | | 173 | | ALEMITA (San Juan) | 255 |
| | | 174 | | APACHE SPRINGS | 51 |
| | | 175 | | | 445 |
| | | 176 | | ARMUO RESERVOIR | 76 |
| | | 177 | | BELL LAKE | 62 |
| | | 178A | | BISTI | 91 |
| | | 180A | | | 151 |
| | | 181A | | | 183 |
| | | 182A | | | 266 |
| | | 183 | | | 267 |
| | | 184A | | | 284 |
| | | 185 | | | 304 |
| | | 186 | | | 344 |
| | | 187 | | | 346 |
| | | 188 | | | 379 |
| | | 189 | | | 402 |
| | | 190 | | | 403 |
| | | 191 | | | 404 |
| | | 192 | | | 405 |
| | | 193 | | | 406 |
| | | 194 | | | 412 |
| | | 195 | | | 415 |
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| | | 198 | | | 419 |
| | | 199 | | | 420 |
| | | 200 | | | 421 |
| | | 201 | | | 422 |
| | | 202 | | | 423 |
| | | 203 | | | 424 |
| | | 204 | | | 426 |
| | | 205 | | | 427 |
| | | 206 | | | 428 |
| | | 207 | | | 429 |
| | | 208 | | | 430 |
| | | 209A | | | 431 |
| | | 210A | | | 432 |
| | | 211A | | | 433 |
| | | 218 | | | 434 |
| | | 219 | | | 435 |
| | | 234 | | | |
| | | 235 | | | |
| | | 236 | | | |
| | | 237 | | | |
| | | 239 | | | |
| | | 165 | | | |
| | | 166 | | | |
| | | 167 | | | |

SCHEDULE 4(b)

| STATE | AREA | MFCO COMPANY LEASE NO. | STATE | AREA | MFCO COMPANY LEASE NO. |
|------------|----------------------|------------------------|------------|-------------|------------------------|
| NEVADA | WHITE FLATS | 226 | NEW MEXICO | FRUITLAND | 493 |
| | | 227 | | | 494 |
| NEW MEXICO | BITTER LAKE | 72 | | | 497 |
| | | 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 | | HOSPAN | 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 Arriba) | 178 | | | 332 |
| | | 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 | | | |
| | | 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 | |
| | | | | | | | 425 | |
| | | | | | | | 440 | |
| | | NONOMBRE | | 26 | | | 441 | |
| | | OJO | | 77 | | | 442 | |
| | | | | 100 X | | | | |
| | | | | 206 | | STAR LAKE (McKinley) | 263 | |
| | | | | 222 | | | 275 | |
| | | | | 239 | | | 390 | |
| | | | | 262 | | | 391 | |
| | | | | 276 | | | 392 | |
| | | | | 277 | | | 393 | |
| | | | | 281 | | | | |
| | | | | 295 | | | STAR LAKE (Sandoval) | 394 |
| | | | | 339 | | | | 395 |
| | | | | 349 | | | | 416 |
| | | | | 381 | | 443 | | |
| | | | | 387 | | 444 | | |
| | | | | 388 | | 338 | | |
| | | | | 389 | | | | |
| | | | | 414 | | | | |
| | | | | 486 | | STONEY BUTTE | 82 | |
| | | | | 490 | | | 94 | |
| | | | | | | | 95 | |
| | | | | PALO DURO | 378 | | | 117 |
| | | | | | 162 | | TODD | 139 |
| | | | | | 371 | | | 495 |
| | | PECOS | | 12 M | | TORREON | 66 | |
| | | PETERSON | | 410 | | | 93 | |
| | | RACETRACK | | 23 | | | 188 | |
| | | RED LAKE | | 36 | | | 385 | |
| | | | | | | | 386 | |
| | | ROUND TANK | | 54 | | WALKER DOME | 28 | |
| | | SANDOVAL | | 270 | | | 47 | |
| | | SAN JUAN | | 458 | | | 75 | |
| | | | | 459 | | | 81 | |
| | | | | 247 | | | 89 | |
| | | | | | | | 131 | |
| | | SAN LUIS | | 161 | | | 148 | |
| | | | | 180 | | | 289 | |
| | | | | 181 | | | 290 | |
| | | | | 244 | | | | |
| | | | | 260 | | Y-O ZONE | 27 M | |
| | | | | 288 | | | | |
| | | | | 294 | | | | |
| | | | | 461 | | | | |
| | | | | 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 C-138 | Big Lake | Montana | M-66 M-67 M-68 |
| Buck Peak | Colorado | C-144 C-148 C-148-A C-150 C-151 C-152 C-153 C-153-A C-154-C C-156 C-156-A C-156-B C-156-C C-156-D C-156-E | | | M-75 M-76 M-77 |
| Bull Canyon | Colorado | C-146 | Coon Creek | Montana | M-4 M-15 |
| Campo | Colorado | C-133 C-137 | Disturbed Belt | Montana | M-22 M-29 M-30 M-31 M-11 M-12 M-13 M-14 |
| Castle Creek | Colorado | C-173 | Dunkirk, North | Montana | M-64 M-64-A M-64-B M-63 |
| Derby | Colorado | C-173 | Froid, South | Montana | M-62 |
| Eagle Basin | Colorado | C-176 | Kevin Sunburst, East | Montana | M-69 M-70 M-71 M-72 |
| Horse Creek | Colorado | C-102 C-106 C-107 C-112 C-113 C-121 C-122 C-124 C-103 C-104 C-105 C-108 C-109 C-110 C-111 C-112-X C-114 C-115 C-116 C-117 C-118 C-119 C-120 C-121-X C-123 | Little Porcupine | Montana | M-26 M-27 M-28 M-28-A M-28-B M-28-C M-28-D M-28-E M-28-F M-28-G M-28-H |
| Niblick | Colorado | C-145 | O'Fallon Creek, East | Montana | M-21 |
| Spronka | Colorado | C-149 C-149-A | Pennel Creek | Montana | M-5 M-6 M-7 M-10 |
| Yampa | Colorado | C-147 C-155 C-155-A C-174 C-175 | Riley School | Montana | M-8 M-9 M-19 M-20 M-43 M-43-A M-43-B M-44 M-44-A |

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 |
| Wrangle Creek | Montana | M-60 M-61 | Bug (Pre-May 10, 1979) | Utah | U-65 U-67 |
| 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 | 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 |

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

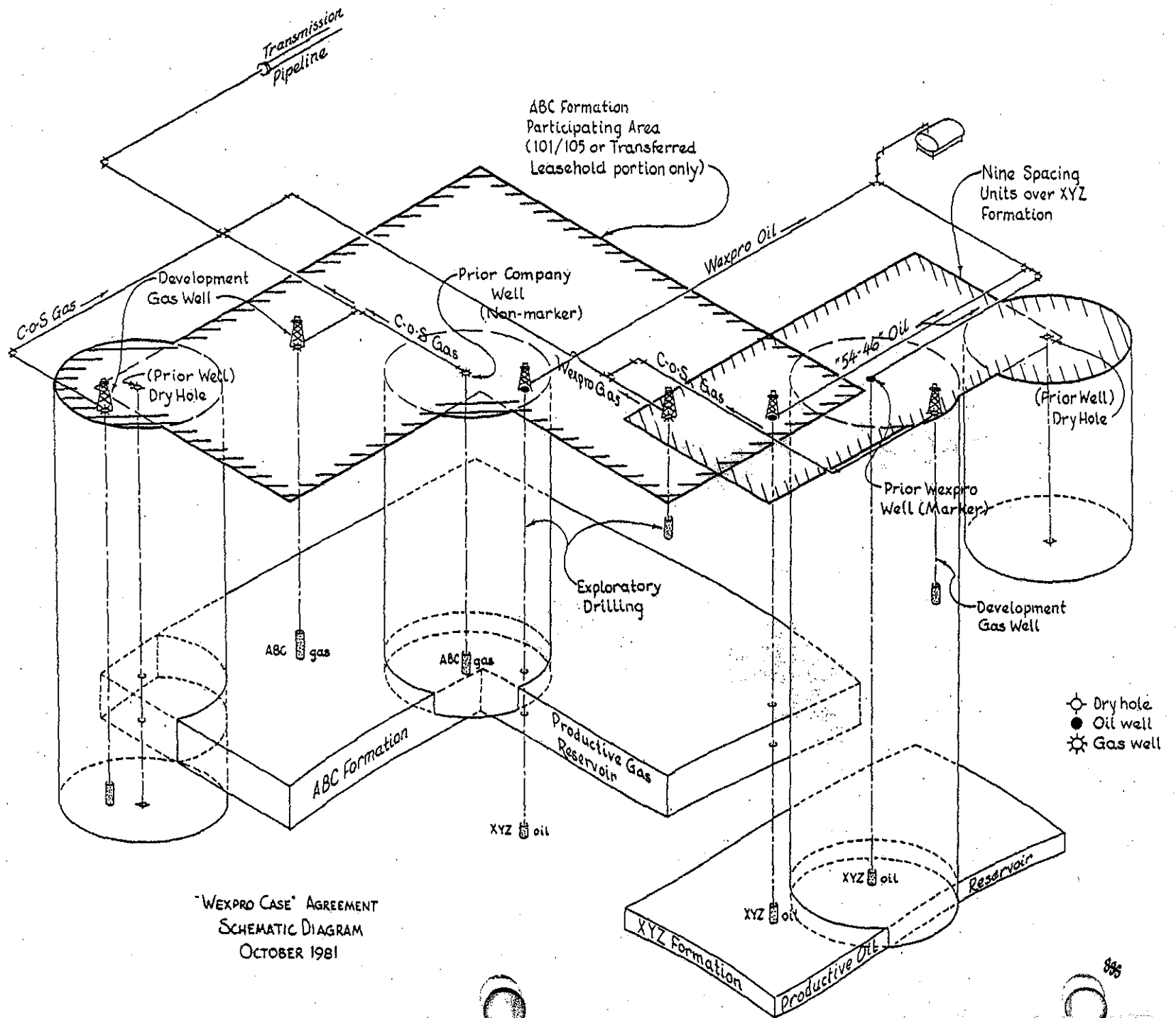
**Pre-1977 Non-Utility
Properties**

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 | Wright Area | Wyoming | W-50-A |
| | | W-246 | W-140-A | | | MI-3 |
| | | W-78 | W-140-E | | | W-148 |
| | | W-79 | W-140-F | | | W-150 |
| | | W-79-A | W-140-G | | | W-154 |
| | | W-79-B | W-141 | | | W-155 |
| | | W-80 | W-143 | | | W-156 |
| Walker Creek | Wyoming | W-109 | W-143-A | W-58-X | | |
| | | W-111 | W-144 | W-59-X | | |
| | | W-112 | W-144-A | W-59-A-X | | |
| | | W-113 | W-145 | W-59-B-X | | |
| | | W-114 | W-146 | W-158 | | |
| | | W-115 | W-147 | MI-4 | | |
| | | W-117 | W-148 | W-162 | | |
| | | W-118 | W-149 | W-162-A | | |
| | | W-124 | W-150 | W-164 | | |
| | | W-125 | W-151 | | | |
| | | W-126 | W-152 | | | |
| | | W-129 | W-153 | | | |
| | | W-130 | W-154 | | | |
| W-133 | W-155 | | | | | |
| W-134 | W-156 | | | | | |
| W-135 | W-157 | | | | | |
| W-136 | W-158 | | | | | |
| W-137 | W-159 | | | | | |
| W-139 | W-160 | | | | | |
| W-139-A | W-161 | | | | | |
| W-139-B | W-162 | | | | | |

Schematic Diagram

Schematic Diagram



"WEXPRO CASE" AGREEMENT
 SCHEMATIC DIAGRAM
 OCTOBER 1981

CONSOLIDATED FEDERAL INCOME TAX
ALLOCATION AGREEMENT AMONG MEMBERS OF THE
DOMINION RESOURCES, INC. AFFILIATED GROUP

WHEREAS, Dominion Resources Inc., a corporation organized under the laws of the State of Virginia ("DRI") and a holding company under the Public Utility Holding Company Act of 2005, together with its subsidiary companies, direct and indirect, listed in Appendix A, comprise the members of the DRI consolidated group which will join annually in the filing of a consolidated Federal income tax return, and it is now the intention of DRI and its subsidiaries, direct and indirect, (hereinafter collectively referred to as the "DRI Group"), to enter into an agreement for the allocation of current federal income taxes; and

WHEREAS, certain members of the DRI Group will join annually in the filing of certain consolidated state income or other tax returns (to the extent permitted or required under applicable state income tax laws), and it is now the intention of the DRI Group to enter into an agreement for the allocation of current state income taxes; and

NOW, THEREFORE, each member ("Member") of the DRI Group does hereby covenant and agree with one another that the current consolidated income tax liabilities of the DRI Group shall be allocated as follows:

ARTICLE I.

DEFINITIONS AND INTERPRETATION

Section 1.1 Definitions. For all purposes of this Agreement, except as otherwise expressly provided, the following terms shall have the following respective meanings:

"Code" means the Internal Revenue Code of 1986, as amended.

"Consolidated Group" means Dominion Resources, Inc. and all of its subsidiaries which, from time to time, may be included in any (i) federal income tax return filed by Dominion Resources, Inc. in accordance with sections 1501 and 1502 of the Code or (ii) Other Return.

"Consolidated Return" means any consolidated federal income tax return or Other Return filed by DRI whether before or after the date hereof, which includes one or more Members of the DRI Group in a consolidated, combined or unitary group of which DRI is the common parent.

"Consolidated Return Year" means any period during which DRI files a consolidated federal income tax return or Other Return that includes one or more Members of the DRI Group in a consolidated, combined or unitary group of which DRI is a common parent.

"Consolidated Taxable Income" is the taxable income of the DRI Group as computed for federal or state income tax purposes.

"Consolidated Tax Liability" means, with reference to any taxable period, the consolidated, combined or unitary tax liability (including any interest, additions to tax and penalties) of the Consolidated Group for such taxable period (including the consolidated federal income tax liability and other consolidated, combined or unitary liability for Other Taxes).

"Corporate Taxable Income" means the income or loss of an associate company for a tax year computed as though such company had filed a separate return on the same basis as used in the Consolidated Return, except that dividend income from associate companies shall be disregarded, and other intercompany transactions eliminated in the Consolidated Return shall be given appropriate effect. The Corporate Taxable Income of any Member will include their allocable share of the consolidated Code Section 199 deduction as allocated under section 2.1(b)(iii) below.

"Designated Official" means the Vice President, Tax of DRI or such other official assigned the responsibilities of Vice President, Tax of Dominion Resources, Inc.

"Other Return" means any consolidated, combined or unitary return of Other Taxes filed by DRI or another Member of the Dominion Resources, Inc. Group, whether before or after the date hereof, which covers the operations of one or more Members of the DRI Group.

"Other Taxes" means any taxes (including any interest and penalties) payable by DRI or another Member of the DRI Group to the government of any state, municipal or other political subdivision, including all agencies and instrumentalities of such government.

"Person" means any individual, partnership, firm, corporation, limited liability company, joint stock company, unincorporated association, joint venture, trust or other entity or enterprise, or any government or political subdivision or agency, department or instrumentality thereof.

"Regulations" means the Treasury Regulations promulgated under the Code, as amended.

"Separate Return Tax" means the tax on the Corporate Taxable Income of a corporation which is a Member.

Section 1.2 References, Etc. The words "hereof", "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. All terms defined herein in the singular shall have the same meanings in the plural and vice versa. All References herein to any Person includes such Person's successors and assigns. All references herein to Articles and Sections shall, unless the context requires a different construction, be deemed to be references to the Articles and Sections of this Agreement. In this Agreement, unless a clear contrary intention appears the word "including" (and with correlative meaning "include") means "including but not limited to".

ARTICLE II.

Preparation and Filing of Tax Returns; Allocation of Taxes

Section 2.1 Federal Returns.

(a) A U.S. consolidated federal income tax return shall be prepared and filed by DRI for each taxable year in respect of which this Agreement is in effect and for which the Consolidated Group is required or permitted to file a consolidated federal income tax return. DRI and all its subsidiaries shall execute and file such consents, elections and other documents that may be required or appropriate for the proper filing of such returns.

(b) (i) The Consolidated Group will elect, on a timely basis, in accordance with Section 1.1552-1(c) of the Regulations to allocate its consolidated tax liability (other than alternative minimum tax ("AMT") and its related credits) among its Members under the method described in Sections 1.1502-33(d)(3) and 1.1552-1(a)(2) commencing with the consolidated taxable year ended December 31, 2000. The fixed percentage to be used for purposes of Regulations section 1.1502-33(d)(3)(i) is 100%. The general effect of such method is to first allocate the consolidated tax liability among the Members of the Consolidated Group on the basis of the percentage of the total consolidated tax which the Separate Return Tax of such Member (other than AMT and its related credits) would bear to the total amount of the Separate Return Taxes (other than AMT and its related credits) for all Members of the group so computed. Then such method allocates an additional amount (the "Tax Benefit Amount") to each Member up to, but not greater than, the excess, if any, of its Separate Return Tax liability (other than AMT and its related credits) over the amount allocated to such Member in the previous sentence. The total of the Tax Benefit Amounts allocated to Members shall result in payments to, and an increase in the earnings and profits of, the Members who had items of deduction, loss or credits to which such Tax Benefit Amount is attributable.

(ii) The allocation of the alternative minimum tax liability incurred by the DRI Group and the resulting minimum tax credit shall be allocated in the manner set forth in Proposed and Temporary Treasury Regulation Sections 1.1502-55. This method generally allocates (i) any AMT paid by the Dominion Resources, Inc. Group based on the relative separate adjusted AMT of each Member and (ii) the minimum tax credit (AMTC) on the basis of the AMT previously assigned to such Member and assuming that AMTC is utilized on a "first in/first out" methodology, and that to the extent that AMTC arising in one year is not fully utilized, such AMTC is utilized proportionately by the Members previously assigned AMT for that year.

(iii) The consolidated Code Section 199 deduction will be allocated among the Members of the Consolidated group on the basis of the percentage that the Code Section 199 deduction that would have been reflected in the Separate Return Tax of such member bears to the total Code Section 199 deduction reflected in the Separate Return Tax for all members of the group so computed.

(c) Each Member's allocable share of the consolidated income tax liability as determined in Section 2.1(b) hereby shall be used in both (i) the determination of each Member's earnings and profits and (ii) determining the amounts to be paid (as provided in Section 3.4 of this Agreement) by Members to DRI with respect to each Member's share of the Consolidated Group's Tax liability and payments from DRI to Members with respect to the use of a Member's tax attributes.

(d) (i) The aggregate of all amounts paid by Members of the Consolidated Group (the "Paying Members") as a result of the excess of each Members' Separate Return Tax liability (as determined under Section 1.1552-1(a)(2)(ii) of the Regulations) over the amount allocated to such Member as its share of the Consolidated Tax Liability under Code Section 1552 (i.e., the Tax Benefit Amount) shall be paid by Dominion Resources, Inc. to the other Members (the "Loss Members") which had tax deductions, losses and credits to which such payments by the Paying Members are attributable. The apportionment of such payments among Loss Members shall be in a manner that reflects the Consolidated Group's absorption of such tax attributes in the manner described in Section 2.1(e) below. The payments to the Loss Members for their tax attributes shall be pursuant to a consistent method which reasonably reflects such items of loss or credit (such consistency and reasonableness to be determined by the Designated Official).

(e) In apportioning the payments to Loss Members for the Tax Benefit Amount pursuant to Section 2.1(d) hereof:

(i) any consolidated net operating loss ("NOL") shall be allocated among the group Members pursuant to Regulations Section 1.1502-21(b). To the extent the consolidated NOL is carried back, any Member's individually allocable NOL shall be deemed carried back and utilized in proportion to the amount that the Member's NOL bears to the consolidated NOL. Analogous principles shall apply in the case of NOL carryforwards;

(ii) with respect to each type of credit used to offset all or a portion of the Consolidated Tax Liability otherwise payable, such credit shall be allocated among the Members by crediting to each Member an amount of credit which that Member would have available to utilize on a separate return basis in a manner consistent with the method set forth in Section 2.1(e)(i) above.

(iii) the cost of any credit recapture which results in the payment of tax shall be specifically allocated to the Member whose credit is recaptured determined in a manner consistent with the provisions of Section 2.1(e)(i) above.

(f) The allocation of tax shall be subject to further adjustment from time to time on account of the payment of additional tax or the receipt of a refund attributable to either the filing of an amended return or on account of the results of an audit conducted by the Internal Revenue Service or other relevant taxing authority.

Section 2.2 Other Taxes. (a) DRI will prepare and file (or cause to be prepared and filed) all returns of Other Taxes which are required to be filed with respect to the operations of DRI and its subsidiaries. In the event any taxing authority requires or permits that a combined, consolidated or unitary return be filed for Other Taxes, which return includes both DRI and a subsidiary, DRI may elect to file such return and shall have the right to require any Member to be included in such return. DRI will advise each of its subsidiaries included in each Other Return and each governmental office in which any Other Return is filed. Other Taxes shall be allocated among the DRI Group in a manner that is consistent with the method set forth in Article 2 hereof. Any difference between the consolidated Other Taxes and the sum of the members Other Taxes or benefits calculated on a separate return basis will be allocated to DRI.

(b) Each Member of the DRI Group that does not file an Other Return together with any other Member of the DRI Group shall be solely responsible and obligated to pay

the tax liability with respect to such return from its own funds. Such returns shall be prepared and filed by DRI or the Member filing the Other Return.

(c) If any Member of the DRI Group is required to file a combined, consolidated or unitary return for Other Taxes with another Member of the DRI Group, but not with DRI (an "Other Taxes Subgroup"), then DRI shall have the rights, powers and obligations to file such tax returns and apportion among and collect and remit from, the applicable Members such Other Taxes as the rights, powers and obligations given to DRI under this Agreement with respect to the Consolidated Tax Liability. Such returns shall be prepared and filed by DRI. If the right to file a combined, consolidated or unitary return for Other Taxes is optional, then DRI shall decide which of its subsidiaries should, to the extent permitted by law, join in filing of such return.

Section 2.3 Member Tax Information. The Members of the Consolidated Group shall submit the tax information requested by the Designated Official of DRI in the manner and by the date requested, in order to enable the Designated Official to calculate the amounts payable by the Members pursuant to Article 3 hereof.

ARTICLE III.

RESPONSIBILITY FOR TAX; INTERCOMPANY PAYMENTS

Section 3.1 Responsibility. Assuming the Members of the Consolidated Group have fulfilled their obligations pursuant to this Article III, then DRI will be solely responsible for, and will indemnify and hold each Member of the Consolidated Group harmless with respect to, the payment of: (a) the Consolidated Tax Liability for each taxable period for which, as determined under Section 2.1 hereof, DRI filed a Consolidated Return or should have been filed; and (b) any and all Other Taxes due or payable with respect to any Other Return which is filed by DRI or should have been filed.

Section 3.2 Federal Tax Payments. (a) With respect to each Consolidated Return Year, the Designated Official of Dominion Resources, Inc. shall estimate and assess or pay to Members of the Consolidated Group their share of estimated tax payments to be made on a projected consolidated federal income tax return for each year. In making this determination, DRI shall elect a method for determining estimated tax and each Member shall follow that method. Such Members will pay, to DRI or be paid by DRI, such estimates not later than the 15th day of the 4th, 6th, 9th and 12th months of such Consolidated Return Year. With respect to any extension payment, the Designated Official of Dominion Resources, Inc. shall estimate and assess or pay to Members of the Consolidated Group their share of such extension payment. The difference between (1) a Member's estimated tax payments used for computation of the quarterly estimated payments plus their extension payments and (2) such Member's actual Tax Liability for any Consolidated Return Year as determined under Section 2.1(b) hereof, shall be paid to DRI or by DRI within sixty (60) days after the filing of the consolidated federal income tax return.

(b) DRI shall have sole authority, to the exclusion of all other Members of the Consolidated Group, to agree to any adjustment proposed by the Internal Revenue Service or any other taxing authority with respect to items of income, deductions or credits, as well as interest or penalties, attributable to any Member of the Consolidated Group during any Consolidated Return Year in which such Member was a Member of the Consolidated Group notwithstanding that such adjustment may increase the amounts payable by Members of the Consolidated Group under this Section 3.2 or Section

3.3 hereof. In the event of any adjustment to the Consolidated Tax Liability relating to items of income, deductions or credit, as well as interest or penalties, attributable to any Member of the Consolidated Group by reason of an amended return, claim for refund or audit by the Internal Revenue Service or any other taxing authority, the liability of all other Members of the Consolidated Group under paragraphs (a) of this Section 3.2 or Section 3.3 hereof shall be redetermined to give effect to such adjustment as if such adjustment had been made as a part of the original computation of such liability, and payment from a Member to DRI or by DRI to a Member, as the case may be, shall be promptly made after any payments are made to the Internal Revenue Service or any other taxing authority, refunds received or final determination of the matter in the case of contested proceedings. In such event, any payments between the parties shall bear interest at the then prevailing rate or rates on deficiencies assessed by the Internal Revenue Service or any other relevant taxing authority, during the period from the due date of the Consolidated Return (determined without regard to extensions of time for the filing thereof) for the Consolidated Return Year to which the adjustments were made to the date of payment.

Section 3.3 Other Tax Payments. Payments by a Member with respect to Other Taxes and required estimates thereof for which any other Member has joint and several liability shall be calculated and made by or to such Member in the same manner as that provided in Section 3.2. The principles set forth in Section 3.2 governing the determination and adjustment of payments as well as the method of payment to or from such Member with respect to federal income taxes shall be equally applicable in determining and adjusting the amount of and due date of payments to be made to or from such subsidiary with respect to Other Taxes and estimates thereof. Each Member shall pay, directly to the appropriate taxing authority, all taxes for which such Member is liable and for which no other Member has joint or several liability.

Section 3.4 Payment Mechanics. (a) Any payments to be made by a subsidiary of DRI pursuant to Section 2.1, 2.2, 3.2 or 3.3 hereof shall be made by such subsidiary to DRI by either promptly crediting as an offset against amounts owed to such Member by DRI or to the extent no amounts are owed to such Member by DRI, by cash payments to DRI. To the extent any payments are to be made to a subsidiary with respect to the use of such subsidiary's tax attributes by the Consolidated Group pursuant to Section 2.1, 2.2, 3.2 or 3.3 hereof, DRI shall make such payment to such subsidiary by either promptly crediting as an offset against amounts owned by such Member to DRI, or to the extent no amounts are owed to DRI by such Member, by cash payments to the Member.

(b) Tax payments by DRI with respect to any Consolidated Tax Liability shall be paid by DRI and shall be debited to the Member of the Consolidated Group for their respective shares of such Consolidated Tax Liability as determined pursuant to Article II hereof. Tax Refunds received by DRI with respect to any Consolidated Tax Liability, shall be paid by DRI to the Member of the Consolidated Group entitled to such Tax Refund, as determined.

(c) DRI shall be responsible for maintaining the books and records reflecting the inter-company accounts reflecting the amounts owned, collected and paid with respect to Taxes pursuant to this Agreement.

(d) DRI may delegate to other Members of the Consolidated Group responsibilities for the collection and disbursement of monies as required under this Agreement as well as responsibilities for maintaining books and records as required under this Agreement.

Section 3.5 Administration. The provisions of this Agreement shall be

administered by the Designated Official of DRI. The interpretations of this Agreement by the Designated Official of DRI shall be conclusive.

ARTICLE IV.

Miscellaneous Provisions -----

Section 4.1 Effect. The provisions hereof shall fix the rights and obligations of the parties as to the matters covered hereby whether or not such are followed for federal income tax or other purposes by the Consolidated Group, including the computation of earnings and profits for federal income tax purposes.

Section 4.2 Effective Date and Termination of Affiliation. This Agreement shall be effective with respect to all tax payments made on or after January 1, 2006, in which any subsidiary of DRI is a Member of the Consolidated Group for any portion of the tax year. In the event that a party to this Agreement ceases to be a Member of the Consolidated Group, the rights and obligations of such party and each other party to this Agreement shall survive, but only with respect to taxable years including or ending before the date such party ceases to be a Member of the Consolidated Group.

Section 4.3 Notices. Any and all notices, requests or other communications hereunder shall be given in writing (a) if to DRI to Attention: Vice President, Tax, Facsimile Number: 804-771-4066 and (b) if to any other person, at such other address as shall be furnished by such person by like notice to the other parties.

Section 4.4 Expenses. Each party hereto shall pay its own expenses incident to this Agreement and the transactions contemplated hereby, including all legal and accounting fees and disbursements.

Section 4.5 Benefit and Burden. This Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective successors.

Section 4.6 Amendments and Waiver. No amendment, modification, change or cancellation of this Agreement shall be valid unless the same is in writing and signed by the parties hereto. No waiver of any provision of this Agreement shall be valid unless in writing and signed by the person against whom that waiver is sought to be enforced. The failure of any party at any time to insist upon strict performance of any condition, promise, agreement or understanding set forth herein shall not be construed as a waiver or relinquishment of the right to insist upon strict performance of the same or any other condition, promise, agreement or understanding at a future time.

Section 4.7 Assignments. Neither this Agreement nor any right, interest or obligation hereunder may be assigned by any party hereto and any attempt to do so shall be null and void.

Section 4.8 Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

Section 4.9 Entire Agreement. THIS AGREEMENT SETS FORTH ALL OF THE

PROMISES, AGREEMENTS, CONDITIONS, UNDERSTANDINGS, WARRANTIES AND REPRESENTATIONS AMONG THE PARTIES WITH RESPECT TO THE TRANSACTIONS CONTEMPLATED HEREBY, AND SUPERSEDES ALL PRIOR AGREEMENTS, ARRANGEMENTS AND UNDERSTANDINGS BETWEEN THE PARTIES HERETO, WHETHER WRITTEN, ORAL OR OTHERWISE. THERE ARE NO PROMISES, AGREEMENTS, CONDITIONS, UNDERSTANDINGS, WARRANTIES OR REPRESENTATIONS, ORAL OR WRITTEN, EXPRESS OR IMPLIED, AMONG THE PARTIES EXCEPT AS SET FORTH HEREIN.

Section 4.10 Applicable Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF Virginia.

Section 4.11 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and together which shall constitute one instrument. The parties hereto specifically recognize that from time to time other corporations may become Members of the Consolidated Group and hereby agree that such new Members may become Members to this Agreement by executing a copy of this Agreement and it will be effective as if all the Members had re-signed.

Section 4.12 Attorneys' Fees. If any Member or former Member hereto commences an action against another party to enforce any of the terms, covenants, conditions or provisions of this Agreement, or because of a default by a party under this Agreement, the prevailing party in any such action shall be entitled to recover its costs, expenses and losses, including attorneys' fees, incurred in connection with the prosecution or defense of such action from the losing party.

Section 4.13 No Third Party Rights. Nothing in this Agreement shall be deemed to create any right in any creditor or other person or entity not a party hereto and this Agreement shall not be construed in any respect to be a contract in whole or in part for the benefit of any third party.

Section 4.14 Further Documents. The parties agree to execute any and all documents, and to perform any and all other acts, reasonably necessary to accomplish the purposes of this Agreement.

Section 4.15 Headings and Captions. The headings and captions contained in this Agreement are inserted and included solely for convenience and shall not be considered or given any effect in construing the provisions hereof if any question of intent should arise.

Section 4.16 Departing Members

(a) In the event that any Member of the DRI Group at any time leaves the DRI Group and, under any applicable statutory provision or regulation, that Member is assigned and deemed to take with it all or a portion of any of the tax attributes of the DRI Group (including but not limited to NOL, credit carry forwards, and AMTC carry forwards), then to the extent that the amount of tax attributes so assigned differs from the amount of such attributes previously allocated to such Member under this agreement, the departing Member shall appropriately settle with the DRI Group. Such settlement shall consist of payment (1) on a dollar for dollar basis for all differences in credits, and, (2) in the case of NOL differences (or other differences related to other deductions), in a dollar amount computed by reference to the amount of NOL multiplied by the applicable tax rate relating to such NOL. The settlement payment shall be paid to DRI within sixty days after the Member leaves the DRI Group. The settlement amounts shall be allocated among the remaining Members of the DRI Group in proportion to the relative level of attributes

possessed by each Member and the attributes of each Member shall be adjusted accordingly.

(b) Upon the departure of any Member from the DRI Group, such Member shall allocate its items of income, deduction, loss and credit between the period that it was a Member of the DRI Group and the period thereafter based upon a closing of the books methodology allowed under Treasury Regulation Section 1.1502-76(b)(2). The difference between (1) its prior estimated taxes or payments of Tax Benefit and (2) the amount of taxes due or payments of Tax Benefit due to that Member, shall be appropriately settled on the day such Member leaves the Dominion Resources, Inc. Group or on an alternative date mutually agreeable in writing to the Dominion Resources, Inc. Group and the departing Member.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in its name and on its behalf by one of its officers duly authorized.



Alma W. Showalter
Controller - Tax

FIRM TRANSPORTATION SERVICE AGREEMENT

Rate Schedule: T-1

As of 5/1/2020

1. SHIPPER'S NAME AND ADDRESS:

QUESTAR GAS COMPANY
P.O. BOX 45360
SALT LAKE CITY, UT 841450360

2. SHIPPER'S STATUS:

LOCAL DISTRIBUTION COMPANY

3. TRANSPORTATION AUTHORITY:

18 C.F.R. SEC 284 SUBPART G

4. RATE SCHEDULE T-1 RDC:

798,902 Dth/day Term 11/01/1989 through 06/30/2027

5. PRIMARY RECEIPT POINTS :

| MAP No. - Description | Capacity | Term |
|------------------------------------|----------------|----------------------|
| 1 NORTH CRAIG MM #46 | 0 | 5/1/2020 - 5/31/2020 |
| 103 HUNTER MESA TAP | 0 | 5/1/2020 - 5/31/2020 |
| 107 CLOUGH RULISON RIFLE | 0 | 5/1/2020 - 5/31/2020 |
| 114 RABBIT MOUNTAIN MM | 0 | 5/1/2020 - 5/31/2020 |
| 145 ALTAMONT MM | 0 | 5/1/2020 - 5/31/2020 |
| 148 FERRON MM | 0 | 5/1/2020 - 5/31/2020 |
| 247 BLACKS FORK OUT/QPC | 64,636 | 5/1/2020 - 5/31/2020 |
| 266 NORTH MONUMENT BUTTE | 0 | 5/1/2020 - 5/31/2020 |
| 285 OVERTHRUST JL 36 MS | 20,444 | 5/1/2020 - 5/31/2020 |
| 293 VERMILLION PLT OUTLET | 60,000 | 5/1/2020 - 5/31/2020 |
| 3 CHANDLER MM #149 | 0 | 5/1/2020 - 5/31/2020 |
| 302 CO2 PLT OUTLET | 9,616 | 5/1/2020 - 5/31/2020 |
| 326 NO. BAXTER FLD CMPR | 0 | 5/1/2020 - 5/31/2020 |
| 327 LEUCITE HILLS M&R | 0 | 5/1/2020 - 5/31/2020 |
| 35 POWDER WASH MM | 16,735 | 5/1/2020 - 5/31/2020 |
| 370 RED WASH - FIDLAR | 9,082 | 5/1/2020 - 5/31/2020 |
| 385 BEAR CREEK TAP | 0 | 5/1/2020 - 5/31/2020 |
| 386 DRIPPING ROCK | 0 | 5/1/2020 - 5/31/2020 |
| 409 WHITE RIVER HUB (R) | 72,061 | 5/1/2020 - 5/31/2020 |
| 42 HIAWATHA DEEP CM | 700 | 5/1/2020 - 5/31/2020 |
| 420 BELLE BUTTE STORAGE WITHDRAWAL | 23,320 | 5/1/2020 - 5/31/2020 |
| 421 CHIPETA PROCESSING (REC) | 11,871 | 5/1/2020 - 5/31/2020 |
| 423 BULLDOG M.S. | 0 | 5/1/2020 - 5/31/2020 |
| 59 SOUTH BAXTER | 0 | 5/1/2020 - 5/31/2020 |
| 61 UPPER NITCHE AREA | 0 | 5/1/2020 - 5/31/2020 |
| 65 CLAY BASIN FRONTIER | 2,900 | 5/1/2020 - 5/31/2020 |
| 66 CLAY BASIN QPC WD | 168,548 | 5/1/2020 - 5/31/2020 |
| 67 BLUE FOREST TAP | 31,754 | 5/1/2020 - 5/31/2020 |
| 68 XO-16-NWP RECEIPT | 50,000 | 5/1/2020 - 5/31/2020 |
| 69 SHUTE CREEK MM | 32,798 | 5/1/2020 - 5/31/2020 |
| 72 ET OUTLET | 32,532 | 5/1/2020 - 5/31/2020 |
| 82 LEROY STORAGE WD | 55,128 | 5/1/2020 - 5/31/2020 |
| 823 N.B. 101 RECEIPT | 0 | 5/1/2020 - 5/31/2020 |
| 84 EXXON (COLUMBIA-QPC) | 0 | 5/1/2020 - 5/31/2020 |
| 871 KANDA/COL CIG REC | 55,577 | 5/1/2020 - 5/31/2020 |
| 88 PAINTER NRU/NGL | 0 | 5/1/2020 - 5/31/2020 |
| 880 LUCKEY DITCH CM-REC | 4,000 | 5/1/2020 - 5/31/2020 |
| 9 WESTSIDE CANAL M&R | 0 | 5/1/2020 - 5/31/2020 |
| 92 EAST ANSCHUTZ MM | 0 | 5/1/2020 - 5/31/2020 |
| 97 CHALK CR STORAGE WD | 14,700 | 5/1/2020 - 5/31/2020 |
| 98 COALVILLE STORAGE WD | 62,500 | 5/1/2020 - 5/31/2020 |
| | 798,902 | |

6. PRIMARY DELIVERY POINTS :

| MAP No. - Description | Capacity | Term |
|--------------------------|----------------|----------------------|
| 162 QGC UTAH NORTH | 61,729 | 5/1/2020 - 5/31/2020 |
| 163 QGC UTAH SOUTH | 28,021 | 5/1/2020 - 5/31/2020 |
| 164 QGC WASATCH FRONT | 661,507 | 5/1/2020 - 5/31/2020 |
| 168 QGC WYOMING | 10,716 | 5/1/2020 - 5/31/2020 |
| 169 QGC ROCK SPRINGS | 20,753 | 5/1/2020 - 5/31/2020 |
| 177 QGC EVANSTON | 9,076 | 5/1/2020 - 5/31/2020 |
| 334 QGC VERNAL | 5,000 | 5/1/2020 - 5/31/2020 |
| 336 KERN RIVER - GOSHEN | 0 | 5/1/2020 - 5/31/2020 |
| 345 KEMMERER GATE TO OTP | 2,100 | 5/1/2020 - 5/31/2020 |
| | 798,902 | |

7. SEGMENTED CAPACITY:

| <u>Capacity</u> | <u>Rec. Pt. MAP No. - Desc</u> | <u>Del. Pt. MAP No. - Desc</u> |
|-----------------|--------------------------------|--------------------------------|
|-----------------|--------------------------------|--------------------------------|

8. RATES:

Primary Points

| <u>Rec. Location</u> | <u>Del. Location</u> | <u>Type of Charge</u> | <u>Rate (\$/Dth/d)</u> |
|----------------------|----------------------|-----------------------|------------------------|
| 1 | 164 | T-1 | MAXIMUM |
| 1 | 168 | T-1 | MAXIMUM |
| 103 | 164 | T-1 | MAXIMUM |
| 107 | 164 | T-1 | MAXIMUM |
| 114 | 164 | T-1 | MAXIMUM |
| 145 | 163 | T-1 | MAXIMUM |
| 145 | 164 | T-1 | MAXIMUM |
| 148 | 163 | T-1 | MAXIMUM |
| 148 | 164 | T-1 | MAXIMUM |
| 247 | 162 | T-1 | MAXIMUM |
| 247 | 164 | T-1 | MAXIMUM |
| 247 | 177 | T-1 | MAXIMUM |
| 266 | 163 | T-1 | MAXIMUM |
| 285 | 162 | T-1 | MAXIMUM |
| 285 | 164 | T-1 | MAXIMUM |
| 293 | 164 | T-1 | MAXIMUM |
| 293 | 168 | T-1 | MAXIMUM |
| 293 | 169 | T-1 | MAXIMUM |
| 3 | 164 | T-1 | MAXIMUM |
| 302 | 163 | T-1 | MAXIMUM |
| 302 | 164 | T-1 | MAXIMUM |
| 326 | 164 | T-1 | MAXIMUM |
| 326 | 168 | T-1 | MAXIMUM |
| 327 | 164 | T-1 | MAXIMUM |
| 327 | 168 | T-1 | MAXIMUM |
| 35 | 164 | T-1 | MAXIMUM |
| 35 | 168 | T-1 | MAXIMUM |
| 35 | 169 | T-1 | MAXIMUM |
| 370 | 163 | T-1 | MAXIMUM |
| 370 | 164 | T-1 | MAXIMUM |
| 370 | 169 | T-1 | MAXIMUM |
| 385 | 164 | T-1 | MAXIMUM |
| 386 | 164 | T-1 | MAXIMUM |
| 386 | 168 | T-1 | MAXIMUM |
| 409 | 163 | T-1 | MAXIMUM |
| 409 | 164 | T-1 | MAXIMUM |
| 409 | 336 | T-1 | MAXIMUM |
| 42 | 164 | T-1 | MAXIMUM |
| 420 | 162 | T-1 | MAXIMUM |
| 420 | 164 | T-1 | MAXIMUM |
| 420 | 177 | T-1 | MAXIMUM |
| 421 | 163 | T-1 | MAXIMUM |
| 421 | 164 | T-1 | MAXIMUM |
| 423 | 164 | T-1 | MAXIMUM |
| 59 | 164 | T-1 | MAXIMUM |
| 59 | 168 | T-1 | MAXIMUM |
| 61 | 164 | T-1 | MAXIMUM |
| 61 | 168 | T-1 | MAXIMUM |
| 65 | 164 | T-1 | MAXIMUM |

| | | | |
|-----|-----|-----|---------|
| 66 | 164 | T-1 | MAXIMUM |
| 66 | 334 | T-1 | MAXIMUM |
| 67 | 164 | T-1 | MAXIMUM |
| 68 | 162 | T-1 | MAXIMUM |
| 68 | 164 | T-1 | MAXIMUM |
| 68 | 177 | T-1 | MAXIMUM |
| 68 | 345 | T-1 | MAXIMUM |
| 69 | 164 | T-1 | MAXIMUM |
| 72 | 162 | T-1 | MAXIMUM |
| 72 | 164 | T-1 | MAXIMUM |
| 72 | 177 | T-1 | MAXIMUM |
| 82 | 164 | T-1 | MAXIMUM |
| 823 | 163 | T-1 | MAXIMUM |
| 84 | 162 | T-1 | MAXIMUM |
| 84 | 164 | T-1 | MAXIMUM |
| 84 | 177 | T-1 | MAXIMUM |
| 871 | 164 | T-1 | MAXIMUM |
| 871 | 168 | T-1 | MAXIMUM |
| 871 | 169 | T-1 | MAXIMUM |
| 88 | 162 | T-1 | MAXIMUM |
| 88 | 164 | T-1 | MAXIMUM |
| 880 | 162 | T-1 | MAXIMUM |
| 880 | 164 | T-1 | MAXIMUM |
| 880 | 177 | T-1 | MAXIMUM |
| 9 | 164 | T-1 | MAXIMUM |
| 9 | 168 | T-1 | MAXIMUM |
| 92 | 162 | T-1 | MAXIMUM |
| 92 | 164 | T-1 | MAXIMUM |
| 97 | 164 | T-1 | MAXIMUM |
| 98 | 164 | T-1 | MAXIMUM |

Alternate Points

| <u>Rec. Location</u> | <u>Del. Location</u> | <u>Type of Charge</u> | <u>Rate</u> (\$/Dth/Mo.) |
|----------------------|----------------------|-----------------------|-----------------------------|
| ALL_QPC_LOC | 868 | T-1 | 5.28804 |

Usage Charge:

The maximim rate on Questar's Statement of Rates.

9. ADDITIONAL FACILITIES CHARGES:

None

10. TERM OF AGREEMENT:

November 01, 1989 through June 30, 2027

11. RENEWAL TERM:

This Agreement may be terminated by either party by giving written notice:

Year to year
 30 days before the expiration of its primary term.
 30 days before the expiration of any renewal term.

12. ADDITIONAL TERMS AND CONDITIONS:

13. This Agreement includes all the terms and conditions of Part 1 of Questar's FERC Gas Tariff, Second Revised Volume No. 1 and the terms, conditions and signatures of Shipper's access agreement with Questar.

FP Addendum No. 17

DOMINION ENERGY QUESTAR PIPELINE, LLC
FORM OF FIRM PEAKING SERVICE AGREEMENT
Rate Schedule FP
Addendum to T-1 Contract No. 241

1. SHIPPER'S NAME AND ADDRESS:

Questar Gas Company dba Dominion Energy Utah
333 South State Street
Salt Lake City, UT 84111

2. RATE SCHEDULE FP FLOW RATES:

Maximum Peak Flow Rate: 170,000 Dth/d
Average Peaking Period Flow Rate: 85,000 Dth/d

3. PEAKING PERIOD:

6:00 am to 2:00 pm

4. APPLICABLE DELIVERY POINTS:

| Location | - Location Name | Max. Peak Flow Rate | Avg. Peaking Period Flow Rate |
|----------------|----------------------------|------------------------|-------------------------------|
| <u>MAP 164</u> | - <u>QGC Wasatch Front</u> | <u>170,000</u> Dth/day | <u>85,000</u> Dth/day |

5. REQUIRED RECEIPT POINTS:

| Location | - Location Name | Required Scheduled Quantity | Required Receipt Flow Rate |
|---------------|----------------------------|-----------------------------|-----------------------------|
| <u>MAP 82</u> | - <u>Leroy Storage</u> | <u>55,128</u> Dth/day | up to <u>79,000</u> Dth/day |
| <u>MAP 98</u> | - <u>Coalville Storage</u> | <u>62,500</u> Dth/day | up to <u>67,000</u> Dth/day |

6. RATES:

Reservation Charge:

- The maximum rate on Questar's Statement of Rates.
- A discounted rate of \$2.4325 /Dth/mo.
- See additional terms

7. ADDITIONAL FACILITIES CHARGES:

- None
- Lump sum payment of \$_____

- Monthly fee of \$_____
- See Additional Terms

8. TERM OF AGREEMENT:

_____ November 15, 2021 _____ through _____ February 14, 2024

- X Service provided during November 15 through February 14 of each year.
- See Additional Terms

9. RENEWAL TERM:


- None
- Year-to-Year
- X Other: Renewal period of 3 Years

This addendum may be terminated by either party by giving written notice:
365 days before the expiration of its primary term.
365 days before the expiration of any renewal term.

10. ADDITIONAL TERMS:

- 11. This addendum includes all the terms and conditions of Part 1 of Questar's FERC Gas Tariff, Second Revised Volume No. 1 and the terms, conditions and signatures of Shipper's access agreement with Questar.

**QUESTAR GAS COMPANY dba
DOMINION ENERGY UTAH:**

By 
Name Will Schwarzenbach
Title Authorized Representative

**DOMINION ENERGY
QUESTAR PIPELINE, LLC:**

By 
Shelley Wright Kendrick
Authorized Representative

FP Addendum No. 18

DOMINION ENERGY QUESTAR PIPELINE, LLC
 FORM OF FIRM PEAKING SERVICE AGREEMENT
 Rate Schedule FP
 Addendum to T-1 Contract No. 241

1. SHIPPER'S NAME AND ADDRESS:

Questar Gas Company dba Dominion Energy Utah
333 South State Street
Salt Lake City, UT 84111

2. RATE SCHEDULE FP FLOW RATES:

Maximum Peak Flow Rate: 54,000 Dth/d
 Average Peaking Period Flow Rate: 27,500 Dth/d

3. PEAKING PERIOD:

6:00 am to 2:00 pm

4. APPLICABLE DELIVERY POINTS:

| Location | - Location Name | Max. Peak Flow Rate | Avg. Peaking Period Flow Rate |
|----------|--------------------|-----------------------|-------------------------------|
| MAP 162 | - QGC Utah North | <u>30,000</u> Dth/day | up to <u>15,000</u> Dth/day |
| MAP 163 | - QGC Utah South | <u>9,000</u> Dth/day | up to <u>5,000</u> Dth/day |
| MAP 168 | - QGC Wyoming | <u>4,000</u> Dth/day | up to <u>2,000</u> Dth/day |
| MAP 169 | - QGC Rock Springs | <u>4,000</u> Dth/day | up to <u>2,000</u> Dth/day |
| MAP 177 | - QGC Evanston | <u>3,000</u> Dth/day | up to <u>1,500</u> Dth/day |
| MAP 334 | - QGC Vernal | <u>3,000</u> Dth/day | up to <u>1,500</u> Dth/day |
| MAP 345 | - Kemmerer Gate | <u>1,000</u> Dth/day | up to <u>500</u> Dth/day |

5. REQUIRED RECEIPT POINTS:

| Location | - Location Name | Required Scheduled Quantity | Required Receipt Flow Rate |
|----------|------------------------------|-----------------------------|-----------------------------|
| MAP 97 | - <u>Chalk Creek Storage</u> | <u>14,700</u> Dth/day | up to <u>37,000</u> Dth/day |

6. RATES:

Reservation Charge:

- The maximum rate on Questar's Statement of Rates.
- X A discounted rate of \$2.4325 /Dth/mo.
- See additional terms

7. ADDITIONAL FACILITIES CHARGES:

- X None
- Lump sum payment of \$ _____
- Monthly fee of \$ _____
- See Additional Terms

8. TERM OF AGREEMENT:

November 15, 2021 through February 14, 2024

- X Service provided during November 15 through February 14 of each year.
- See Additional Terms

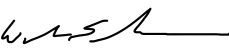
9. RENEWAL TERM:

- None
- Year-to-Year
- X Other: Renewal period of 3 Years
This addendum may be terminated by either party by giving written notice:
365 days before the expiration of its primary term.
365 days before the expiration of any renewal term

10. ADDITIONAL TERMS:

- 11. This addendum includes all the terms and conditions of Part 1 of Questar's FERC Gas Tariff, Second Revised Volume No. 1 and the terms, conditions and signatures of Shipper's access agreement with Questar.

**QUESTAR GAS COMPANY dba
DOMINION ENERGY UTAH:**

By 
Name Will Schwarzenbach
Title Authorized Representative

**DOMINION ENERGY
QUESTAR PIPELINE, LLC:**

By 
Shelley Wright Kendrick
Authorized Representative

Contract No. 2945
 Amendment No. TBD

FIRM TRANSPORTATION SERVICE AMENDMENT FORM
 Rate Schedule T-1

Amended Terms

1. SHIPPER'S NAME AND ADDRESS:

Questar Gas Company dba Dominion Energy Utah
333 South State Street
Salt Lake City, UT 84111

2. RATE SCHEDULE T-1 QUANTITY:

| Reserved Daily Capacity | | Term | | through |
|-------------------------|---------|------|-------------------|------------------|
| <u>12,000</u> | Dth/day | Term | <u>11/01/2012</u> | <u>3/31/2027</u> |
| <u>75,000</u> | Dth/day | Term | <u>11/01/2022</u> | <u>3/31/2023</u> |
| <u>75,000</u> | Dth/day | Term | <u>11/01/2023</u> | <u>3/31/2024</u> |
| <u>75,000</u> | Dth/day | Term | <u>11/01/2024</u> | <u>3/31/2025</u> |
| <u>75,000</u> | Dth/day | Term | <u>11/01/2025</u> | <u>3/31/2026</u> |
| <u>75,000</u> | Dth/day | Term | <u>11/01/2026</u> | <u>3/31/2027</u> |

3. TERM OF AGREEMENT:

November 19, 2001 to March 31, 2027

4. RENEWAL TERM:

- None
 Month to month
 Year to year
 Other: 5 Years

This Agreement may be terminated by either party by giving written notice:
180 days before the expiration of its primary term.
180 days before the expiration of any renewal term.

5. PRIMARY RECEIPT POINTS:

- Add
 Permanent Release

| MAP Nos. | Capacity | Term |
|------------|---------------|------------------------------|
| <u>293</u> | <u>12,000</u> | <u>11/01/2012 -3/31/2027</u> |
| <u>293</u> | <u>28,000</u> | <u>11/01/2022 -3/31/2023</u> |
| <u>434</u> | <u>17,000</u> | <u>11/01/2022 -3/31/2023</u> |
| <u>428</u> | <u>5,000</u> | <u>11/01/2022 -3/31/2023</u> |
| <u>433</u> | <u>7,000</u> | <u>11/01/2022 -3/31/2023</u> |
| <u>427</u> | <u>9,000</u> | <u>11/01/2022 -3/31/2023</u> |
| <u>247</u> | <u>9,000</u> | <u>11/01/2022 -3/31/2023</u> |

| | | |
|------------|---------------|------------------------------|
| <u>293</u> | <u>28,000</u> | <u>11/01/2023 -3/31/2024</u> |
| <u>434</u> | <u>17,000</u> | <u>11/01/2023 -3/31/2024</u> |
| <u>428</u> | <u>5,000</u> | <u>11/01/2023 -3/31/2024</u> |
| <u>433</u> | <u>7,000</u> | <u>11/01/2023 -3/31/2024</u> |
| <u>427</u> | <u>9,000</u> | <u>11/01/2023 -3/31/2024</u> |
| <u>247</u> | <u>9,000</u> | <u>11/01/2023 -3/31/2024</u> |
| <u>293</u> | <u>28,000</u> | <u>11/01/2024 -3/31/2025</u> |
| <u>434</u> | <u>17,000</u> | <u>11/01/2024 -3/31/2025</u> |
| <u>428</u> | <u>5,000</u> | <u>11/01/2024 -3/31/2025</u> |
| <u>433</u> | <u>7,000</u> | <u>11/01/2024 -3/31/2025</u> |
| <u>427</u> | <u>9,000</u> | <u>11/01/2024 -3/31/2025</u> |
| <u>247</u> | <u>9,000</u> | <u>11/01/2024 -3/31/2025</u> |
| <u>293</u> | <u>28,000</u> | <u>11/01/2025 -3/31/2026</u> |
| <u>434</u> | <u>17,000</u> | <u>11/01/2025 -3/31/2026</u> |
| <u>428</u> | <u>5,000</u> | <u>11/01/2025 -3/31/2026</u> |
| <u>433</u> | <u>7,000</u> | <u>11/01/2025 -3/31/2026</u> |
| <u>427</u> | <u>9,000</u> | <u>11/01/2025 -3/31/2026</u> |
| <u>247</u> | <u>9,000</u> | <u>11/01/2025 -3/31/2026</u> |
| <u>293</u> | <u>28,000</u> | <u>11/01/2026 -3/31/2027</u> |
| <u>434</u> | <u>17,000</u> | <u>11/01/2026 -3/31/2027</u> |
| <u>428</u> | <u>5,000</u> | <u>11/01/2026 -3/31/2027</u> |
| <u>433</u> | <u>7,000</u> | <u>11/01/2026 -3/31/2027</u> |
| <u>427</u> | <u>9,000</u> | <u>11/01/2026 -3/31/2027</u> |
| <u>247</u> | <u>9,000</u> | <u>11/01/2026 -3/31/2027</u> |

6. PRIMARY DELIVERY POINTS:

_____ Add
 _____ Permanent Release

| MAP Nos. | Capacity | Term | Minimum Delivery Pressure (psia) |
|------------|---------------|-----------------------------|----------------------------------|
| <u>164</u> | <u>12,000</u> | <u>11/01/2012-3/31/2027</u> | <u>471</u> |
| <u>164</u> | <u>75,000</u> | <u>11/01/2021-3/31/2022</u> | <u>471</u> |
| <u>164</u> | <u>75,000</u> | <u>11/01/2022-3/31/2023</u> | <u>471</u> |
| <u>164</u> | <u>75,000</u> | <u>11/01/2023-3/31/2024</u> | <u>471</u> |
| <u>164</u> | <u>75,000</u> | <u>11/01/2024-3/31/2025</u> | <u>471</u> |
| <u>164</u> | <u>75,000</u> | <u>11/01/2025-3/31/2026</u> | <u>471</u> |
| <u>164</u> | <u>75,000</u> | <u>11/01/2026-3/31/2027</u> | <u>471</u> |

7. RATES:
 Reservation Charge:

Primary Points

| <u>Rec. Location</u> | <u>Del. Location</u> | <u>Type of Charge</u> | <u>Rate (\$/Dth/Mo.)</u> |
|----------------------|----------------------|-----------------------|----------------------------|
| <u>293</u> | <u>164</u> | <u>T-1</u> | <u>Maximum</u> |
| <u>293</u> | <u>164</u> | <u>T-1</u> | <u>Maximum + \$1.52083</u> |
| <u>434</u> | <u>164</u> | <u>T-1</u> | <u>Maximum + \$1.52083</u> |

| | | | |
|------------|------------|------------|----------------------------|
| <u>433</u> | <u>164</u> | <u>T-1</u> | <u>Maximum + \$1.52083</u> |
| <u>427</u> | <u>164</u> | <u>T-1</u> | <u>Maximum + \$1.52083</u> |
| <u>247</u> | <u>164</u> | <u>T-1</u> | <u>Maximum + \$1.52083</u> |

Alternate Points

| <u>Rec. Location</u> | <u>Del. Location</u> | <u>Type of Charge</u> | <u>Rate (\$/Dth/Mo.)</u> |
|----------------------|----------------------|-----------------------|--------------------------|
|----------------------|----------------------|-----------------------|--------------------------|

Usage Charges:

- The rate on Questar's Statement of Rates.
 See additional terms.
 Authorized Overrun _____/ Dth.

Volumetric Rate:

| <u>Rec. Location</u> | <u>Del. Location</u> | <u>Type of Charge</u> | <u>Rate (\$/Dth/d)</u> |
|----------------------|----------------------|-----------------------|------------------------|
|----------------------|----------------------|-----------------------|------------------------|

8. EFFECTIVE DATE OF CHANGES:

April 1, 2022

9. ADDITIONAL TERMS:

- a) None

10. This Agreement includes all the terms and conditions of Part 1 of Questar's FERC Gas Tariff, Second Revised Volume No. 1 and the terms, conditions and signatures of Shipper's Access Agreement with Questar.

**QUESTAR GAS COMPANY dba
 DOMINION ENERGY UTAH:**

**DOMINION ENERGY
 QUESTAR PIPELINE, LLC:**

By Shelley Kendrick
 Name Shelley Kendrick
 Title Authorized Representative

By Will Schwarzenbach
 Will Schwarzenbach
 Authorized Representative

Contract No. 6136

FORM OF FIRM TRANSPORTATION SERVICE AGREEMENT
 Rate Schedule T-1

1. SHIPPER'S NAME AND ADDRESS:

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

2. SHIPPER'S STATUS:

- Local Distribution Company (LDC)
- Intrastate Pipeline Company
- Interstate Pipeline Company
- End User
- Producer
- Marketer
- Pipeline Sales Operating Unit

3. TRANSPORTATION AUTHORITY:

- 18 C.F.R. § 284 Subpart G
- 18 C.F.R. § 284 Subpart B (NGPA § 311)
- Transportation on Behalf of: (only applicable to § 311)
 - LDC or Intrastate Pipeline Company
 - Interstate Pipeline Company or Shipper

4. RATE SCHEDULE T-1 RDC:

100,000 Dth/day Term November 1, 2019 through June 30, 2027
 _____ Dth/day Term _____ through _____

5. PRIMARY RECEIPT POINTS:

| MAP No. | - Description | Capacity | Term |
|------------|-----------------------|---------------|------------------------|
| <u>285</u> | - Overthrust JL 36 MS | 100,000 Dth/d | 11/01/2019 -06/30/2027 |

6. PRIMARY DELIVERY POINTS:

| MAP No. | - Description | Capacity | Term |
|------------|---------------------|---------------|-------------------------|
| <u>164</u> | - QGC Wasatch Front | 100,000 Dth/d | 11/01/2019 - 06/30/2027 |

7. SEGMENTED CAPACITY:

| Capacity | Rec. Pt. MAP No. - Desc. | Del. Pt. MAP No. - Desc. |
|----------|--------------------------|--------------------------|
| _____ | _____ | _____ |

8. RATES:
 Reservation Charge:

Primary Points

| <u>Rec. Location</u> | <u>Del. Location</u> | <u>Type of Charge</u> | <u>Rate</u> <u>(\$/Dth/Mo.)</u> |
|----------------------|----------------------|-----------------------|------------------------------------|
| MAP 285 | MAP 164 | T-1 | Maximum |

Alternate Points

| <u>Rec. Location</u> | <u>Del. Location</u> | <u>Type of Charge</u> | <u>Rate</u> <u>(\$/Dth/Mo.)</u> |
|----------------------|----------------------|-----------------------|------------------------------------|
| All | All | T-1 | Maximum |

Usage Charges:

The rate on Questar's Statement of Rates.
 See Additional Terms

Volumetric Rate:

| <u>Rec. Location</u> | <u>Del. Location</u> | <u>Type of Charge</u> | <u>Rate</u> <u>(\$/Dth/d)</u> |
|----------------------|----------------------|-----------------------|----------------------------------|
| _____ | _____ | _____ | _____ |

9. ADDITIONAL FACILITIES CHARGES:

None
 _____ Lump sum payment of _____
 _____ Monthly fee of _____
 _____ See additional terms

10. TERM OF AGREEMENT:

November 1, 2019 through June 30, 2027

11. RENEWAL TERM:


_____ None
 _____ Month to month
 Year to year
 _____ Other:
 This Agreement may be terminated by either party by giving written notice:
 _____ 180 days before the expiration of its primary term.
 _____ 180 days before the expiration of any renewal term.

12. ADDITIONAL TERMS:

13. This Agreement includes all the terms and conditions of Part 1 of Questar's FERC Gas Tariff, Second Revised Volume No. 1 and the terms, conditions and signatures of Shipper's access agreement with Questar.

DATED this 16 day of August, 2019.


QUESTAR GAS COMPANY DBA DOMINION ENERGY UTAH



COLLEEN LARKIN BELL

Vice President & General Manager – Western Distribution

DOMINION ENERGY QUESTAR PIPELINE, LLC



SHELLEY W. KENDRICK

Director, Marketing & Business Development

FIRM TRANSPORTATION SERVICE AGREEMENT

**Rate Schedule: FT
 As of 6/1/2021**

1. SHIPPER'S NAME AND ADDRESS:

QUESTAR GAS COMPANY
 P.O. BOX 45360
 SALT LAKE CITY, UT 841450360

2. SHIPPER'S STATUS:

LOCAL DISTRIBUTION COMPANY

3. TRANSPORTATION AUTHORITY:

18 C.F.R. SEC 284 SUBPART G

4. RATE SCHEDULE FT RESERVED DAILY CAPACITY:

8,542 Dth/day Term 06/01/2021 through 06/30/2027

5. PRIMARY RECEIPT POINTS :

| MAP No. - Description | Capacity | Term |
|-------------------------|--------------|-----------------------|
| 10013 WIC TO OVERTHRUST | 8,542 | 6/1/2021 - 12/31/9000 |
| | 8,542 | |

6. PRIMARY DELIVERY POINTS :

| MAP No. - Description | Capacity | Term |
|--------------------------|--------------|-----------------------|
| 10006 QPC WHITNEY CANYON | 8,542 | 6/1/2021 - 12/31/9000 |
| | 8,542 | |

7. RATES:

Primary Points

| Rec. Location | Del. Location | Type of Charge | Rate (\$/Dth/d) |
|---------------|---------------|----------------|--------------------|
| 10013 | 10006 | FT | MAXIMUM |

Usage Charge:

The rate on Overthrust's Statement of Rates.

8. ADDITIONAL FACILITIES CHARGES:

None

9. TERM OF AGREEMENT:

June 01, 2021 through June 30, 2027

10. RENEWAL TERM:

This Agreement may be terminated by either party by giving written notice:

Month to month
 90 days before the expiration of its primary term.
 90 days before the expiration of any renewal term.

11. ADDITIONAL TERMS AND CONDITIONS:

12. This Agreement includes all the terms and conditions of Overthrust's FERC Gas Tariff, First Revised Volume No. 1-A and the terms, conditions and signatures of Shipper's Access Agreement with Overthrust.

FORM OF NO NOTICE TRANSPORTATION AGREEMENT
Rate Schedule: NNT
As of 6/1/2022

1. SHIPPER'S NAME AND ADDRESS:

QUESTAR GAS COMPANY
P.O. BOX 45360
SALT LAKE CITY, UT 841450360

2. NO-NOTICE SERVICE LEVEL :

203,542 Dth/day

3. APPLICABLE RECIEPT POINTS:

All receipt points listed on shipper's firm transportation service agreements.

4. APPLICABLE DELIVERY POINTS:

All delivery points listed on shipper's firm transportation service agreements.

5. RATES:

Reservation Charge:

The maximum rate on Questar's Statment of Rates.

6. TERM OF AGREEMENT:

September 01, 1993 through June 30, 2027

7. RENEWAL TERM:

**This Agreement may be
terminated by either party by
giving written notice:**

Year to year
180 days before the expiration of its primary term.
180 days before the expiration of any renewal term.

8. ADDITIONAL TERMS AND CONDITIONS:

9. This Agreement includes all the terms and conditions of Part 1 of Questar's FERC Gas Tariff, Second Revised Volume No. 1 and the terms, conditions and signatures of Shipper's access agreement with Questar.

FORM OF FIRM STORAGE SERVICE AGREEMENT

Rate Schedule: FSS

As of 1/1/2020

1. SHIPPER'S NAME AND ADDRESS:

QUESTAR GAS COMPANY
P.O. BOX 45360
SALT LAKE CITY, UT 841450360

2. SHIPPER'S STATUS:

LOCAL DISTRIBUTION COMPANY

3. STORAGE SERVICE:

Firm (Rate Schedule FSS)

4. VOLUMES/QUANTITIES TO BE INJECTED AND WITHDRAWN:

Firm service in Mcf/ Dth

5,600,000 annual working gas volume (Mcf)

5,964,000 annual working gas quantity (Dth) at a Btu conversion factor of 1.07 (Dth).

49,701 minimum required deliverability (MRD)

Actual quantities of gas will vary, except for billing purposes, if the Btu content of shipper's gas differs from the average of 1.07.

5. RATES:

FIRM SERVICE - RATE SCHEDULE FSS

RESERVATION CHARGE:

Deliverability:

the maximum rate on Questar's Statement of Rates

Inventory Capacity:

the maximum rate on Questar's Statement of Rates

Usage Charges:

Injection: Max Tariff Rate /Dth

Withdrawal: Max Tariff Rate /Dth

6. VOLUMETRIC RATE:

Valid only if capacity under Rate Schedule FSS is released as a volumetric rate.

Usage Charge:

.03872/Dth injection - the rate on Questar's Statement of Rates

.03872/Dth withdrawal - the rate on Questar's Statement of Rates

7. ADDITIONAL FACILITIES CHARGES:

None

8. TERM OF AGREEMENT :

Initial Term :

05/15/1994 through 04/30/2024

Renewal Term:

EVERGREEN - YEAR TO YEAR

**This Agreement may be
terminated by either party by
giving written notice:**

Year to year

180 days before the expiration of its primary term.

180 days before the expiration of any renewal term.

9. ADDITIONAL TERMS AND CONDITIONS:

- 10.** This Agreement includes all the terms and conditions of Parts 1 and 3 Questar's FERC Gas Tariff, Second Revised Volume No. 1 and the terms, conditions and signatures of Shipper's Access Agreement with Questar.

FIRM STORAGE SERVICE AGREEMENT

Rate Schedule: FSS

As of 5/1/2022

1. SHIPPER'S NAME AND ADDRESS:

QUESTAR GAS COMPANY
P.O. BOX 45360
SALT LAKE CITY, UT 841450360

2. SHIPPER'S STATUS:

LOCAL DISTRIBUTION COMPANY

3. STORAGE SERVICE:

Firm (Rate Schedule FSS)

4. VOLUMES/QUANTITIES TO BE INJECTED AND WITHDRAWN:

Firm service in Mcf/ Dth

3,105,634 annual working gas volume (Mcf)

3,307,500 annual working gas quantity (Dth) at a Btu conversion factor of 1.065 (Dth).

31,063 minimum required deliverability (MRD)

Actual quantities of gas will vary, except for billing purposes, if the Btu content of shipper's gas differs from the average of 1.065.

5. RATES:

FIRM SERVICE - RATE SCHEDULE FSS

RESERVATION CHARGE:

Deliverability:

the maximum rate on Questar's Statement of Rates

Inventory Capacity:

the maximum rate on Questar's Statement of Rates

Usage Charges:

Injection: Max Tariff Rate /Dth

Withdrawal: Max Tariff Rate /Dth

6. VOLUMETRIC RATE:

Valid only if capacity under Rate Schedule FSS is released as a volumetric rate.

Usage Charge:

.01049/Dth injection - the rate on MountainWest's Statement of Rates

.01781/Dth withdrawal - the rate on MountainWest's Statement of Rates

7. ADDITIONAL FACILITIES CHARGES:

None

8. TERM OF AGREEMENT :

Initial Term :

09/01/1993 through 04/30/2027

Renewal Term:

EVERGREEN - YEAR TO YEAR

This Agreement may be terminated by either party by giving written notice:

Year to year

180 days before the expiration of its primary term.

180 days before the expiration of any renewal term.

9. ADDITIONAL TERMS AND CONDITIONS:

- 10.** This Agreement includes all the terms and conditions of Parts 1 and 3 MountainWest's FERC Gas Tariff, Second Revised Volume No. 1 and the terms, conditions and signatures of Shipper's Access Agreement with MountainWest.

FIRM STORAGE SERVICE AGREEMENT
Rate Schedule: FSS
As of 4/1/2020

1. SHIPPER'S NAME AND ADDRESS:

QUESTAR GAS COMPANY
P.O. BOX 45360
SALT LAKE CITY, UT 841450360

2. SHIPPER'S STATUS:

LOCAL DISTRIBUTION COMPANY

3. STORAGE SERVICE:

Firm (Rate Schedule FSS)

4. VOLUMES/QUANTITIES TO BE INJECTED AND WITHDRAWN:

Firm service in Mcf/ Dth

3,500,000 annual working gas volume (Mcf)

3,727,500 annual working gas quantity (Dth) at a Btu conversion factor of 1.065 (Dth).

31,063 minimum required deliverability (MRD)

Actual quantities of gas will vary, except for billing purposes, if the Btu content of shipper's gas differs from the average of 1.065.

5. RATES:

FIRM SERVICE - RATE SCHEDULE FSS

RESERVATION CHARGE:

Deliverability:

the maximum rate on Questar's Statement of Rates

Inventory Capacity:

the maximum rate on Questar's Statement of Rates

Usage Charges:

Injection: Max Tariff Rate /Dth

Withdrawal: Max Tariff Rate /Dth

6. VOLUMETRIC RATE:

Valid only if capacity under Rate Schedule FSS is released as a volumetric rate.

Usage Charge:

.01049/Dth injection - the rate on Questar's Statement of Rates

.01781/Dth withdrawal - the rate on Questar's Statement of Rates

7. ADDITIONAL FACILITIES CHARGES:

None

8. TERM OF AGREEMENT :

Initial Term :

09/01/1993 through 03/31/2025

Renewal Term:

EVERGREEN - YEAR TO YEAR

This Agreement may be terminated by either party by giving written notice:

Year to year

180 days before the expiration of its primary term.

180 days before the expiration of any renewal term.

9. ADDITIONAL TERMS AND CONDITIONS:

- 10.** This Agreement includes all the terms and conditions of Parts 1 and 3 Questar's FERC Gas Tariff, Second Revised Volume No. 1 and the terms, conditions and signatures of Shipper's Access Agreement with Questar.

PEAKING STORAGE SERVICE - LEROY AGREEMENT

Rate Schedule: PKS

As of 9/11/2018

1. STORAGE FIELD:

LEROY

2. SHIPPER'S NAME AND ADDRESS:

QUESTAR GAS COMPANY
P.O. BOX 45360
SALT LAKE CITY, UT 841450360

3. SHIPPER'S STATUS:

LOCAL DISTRIBUTION COMPANY

4. VOLUMES/QUANTITIES TO BE INJECTED AND WITHDRAWN:

836,000 annual working gas volume (Mcf)

74,967 maximum daily withdrawal volume (Mcf)

886,996 annual working gas quantity at a Btu conversion factor of 1.06 (Dth).

79,540 maximum daily withdrawal quantity at a Btu conversion factor 1.06(Dth).

Actual quantities of gas will vary, except for billing purposes, if the Btu content of shippers' gas differs from the average of 1.06

5. RATES:

RESERVATION CHARGE:

The maximum rate on Questar's Statement of Rates

6. VOLUMETRIC RATE:

Valid only if capacity is released as a volumetric rate.

Usage Charge:

.03872/Dth injection - the rate on Questar's Statement of Rates

.03872/Dth withdrawal - the rate on Questar's Statement of Rates

7. TERM OF AGREEMENT:

September 01, 1993 through August 31, 2023

RENEWAL TERM :

This Agreement may be terminated by either party by giving written notice:

Year to year

30 days before the expiration of its primary term.

30 days before the expiration of any renewal term.

8. ADDITIONAL TERMS AND CONDITIONS:

ADDITIONAL TERMS - Effective September 1, 2005, the following sections of Shipper's Agreement are amended to read as follows:

USAGE CHARGES:

Injection:

The maximum rate on Questar's Statement of Rates for volumes injected annually (November 1 through October 31) up to the Maximum Working Gas Inventory.

For all volumes injected annually in excess of the Maximum Working Gas Inventory, a discounted rate of \$0.01049/Dth.

Withdrawal:

The maximum rate on Questar's Statement of Rates for all volumes withdrawn annually up to the Maximum Working Gas Inventory.

For all volumes withdrawn annually in excess of the Maximum Working Gas Inventory, a discounted rate of \$0.01781/Dth.

- 9.** This Agreement includes all the terms and conditions of Parts 1 and 2 of Questar's FERC Gas Tariff, Second Revised Volume No. 1 and the terms, conditions and signatures of Shipper's access agreement with Questar.

PEAKING STORAGE SERVICE - CHALK CREEK AGREEMENT

Rate Schedule: PKS

As of 9/11/2018

1. STORAGE FIELD:

CHALK CREEK

2. SHIPPER'S NAME AND ADDRESS:

QUESTAR GAS COMPANY
P.O. BOX 45360
SALT LAKE CITY, UT 841450360

3. SHIPPER'S STATUS:

LOCAL DISTRIBUTION COMPANY

4. VOLUMES/QUANTITIES TO BE INJECTED AND WITHDRAWN:

- 300,000 annual working gas volume (Mcf)
- 35,000 maximum daily withdrawal volume (Mcf)
- 321,000 annual working gas quantity at a Btu conversion factor of 1.07 (Dth).
- 37,450 maximum daily withdrawal quantity at a Btu conversion factor 1.07(Dth).

Actual quantities of gas will vary, except for billing purposes, if the Btu content of shippers' gas differs from the average of 1.07

5. RATES:

RESERVATION CHARGE:

The maximum rate on Questar's Statement of Rates

6. VOLUMETRIC RATE:

Valid only if capacity is released as a volumetric rate.

Usage Charge:

.03872/Dth injection - the rate on Questar's Statement of Rates

.03872/Dth withdrawal - the rate on Questar's Statement of Rates

7. TERM OF AGREEMENT:

September 01, 1993 through August 31, 2023

RENEWAL TERM :

This Agreement may be terminated by either party by giving written notice:

Year to year
30 days before the expiration of its primary term.
30 days before the expiration of any renewal term.

8. ADDITIONAL TERMS AND CONDITIONS:

ADDITIONAL TERMS - Effective September 1, 2005, the following sections of Shipper's Agreement are amended to read as follows:

USAGE CHARGES:

Injection:

The maximum rate on Questar's Statement of Rates for volumes injected annually (September 1 through August 31) up to the Maximum Working Gas Inventory.

For all volumes injected annually in excess of the Maximum Working Gas Inventory, a discounted rate of \$0.01049/Dth.

Withdrawal:

The maximum rate on Questar's Statement of Rates for all volumes withdrawn annually up to the Maximum Working Gas Inventory.

For all volumes withdrawn annually in excess of the Maximum Working Gas Inventory, a discounted rate of \$0.01781/Dth.

- 9.** This Agreement includes all the terms and conditions of Parts 1 and 2 of Questar's FERC Gas Tariff, Second Revised Volume No. 1 and the terms, conditions and signatures of Shipper's access agreement with Questar.

PEAKING STORAGE SERVICE - COALVILLE AGREEMENT

Rate Schedule: PKS

As of 9/11/2018

1. STORAGE FIELD:

R. D. CASH (COALVILLE)

2. SHIPPER'S NAME AND ADDRESS:

QUESTAR GAS COMPANY
P.O. BOX 45360
SALT LAKE CITY, UT 841450360

3. SHIPPER'S STATUS:

LOCAL DISTRIBUTION COMPANY

4. VOLUMES/QUANTITIES TO BE INJECTED AND WITHDRAWN:

692,000 annual working gas volume (Mcf)
64,971 maximum daily withdrawal volume (Mcf)
720,372 annual working gas quantity at a Btu conversion factor of 1.04 (Dth).
67,635 maximum daily withdrawal quantity at a Btu conversion factor 1.04(Dth).

Actual quantities of gas will vary, except for billing purposes, if the Btu content of shippers' gas differs from the average of 1.04

5. RATES:

RESERVATION CHARGE:

The maximum rate on Questar's Statement of Rates

6. VOLUMETRIC RATE:

Valid only if capacity is released as a volumetric rate.

Usage Charge:

.03872/Dth injection - the rate on Questar's Statement of Rates

.03872/Dth withdrawal - the rate on Questar's Statement of Rates

7. TERM OF AGREEMENT:

September 01, 1993 through August 31, 2023

RENEWAL TERM :

This Agreement may be terminated by either party by giving written notice:

Year to year
30 days before the expiration of its primary term.
30 days before the expiration of any renewal term.

8. ADDITIONAL TERMS AND CONDITIONS:

ADDITIONAL TERMS - Effective September 1, 2005, the following sections of Shipper's Agreement are amended to read as follows:

USAGE CHARGES:

Injection:

The maximum rate on Questar's Statement of Rates for volumes injected annually (September 1 through August 31) up to the Maximum Working Gas Inventory.

For all volumes injected annually in excess of the Maximum Working Gas Inventory, a discounted rate of \$0.01049/Dth.

Withdrawal:

The maximum rate on Questar's Statement of Rates for all volumes withdrawn annually up to the Maximum Working Gas Inventory.

For all volumes withdrawn annually in excess of the Maximum Working Gas Inventory, a discounted rate of \$0.01781/Dth.

- 9.** This Agreement includes all the terms and conditions of Parts 1 and 2 of Questar's FERC Gas Tariff, Second Revised Volume No. 1 and the terms, conditions and signatures of Shipper's access agreement with Questar.



Questar Pipeline Company

180 East 100 South

P.O. Box 45360

Tel 801 324 2938 • Fax 801 324 2578

Gary A. Schmitt, P.E.

General Manager, Marketing & Business Development

October 22, 2009

Ms. Tina Faust
Manager Gas Supply Management
Questar Gas Company
180 E 100 S
Salt Lake City, UT 84111

Re: Contract Amendment for Firm Transportation Service Agreement No. 2361
Between Questar Pipeline Company (QPC) and Questar Gas Company (QGC).

Dear Tina:

The Parties agree to amend the above referenced Firm Transportation Service Agreement No. 2361, subject to the completion of QPC's Southern System Main Line No. 104 Extension Project and would include the following terms and conditions:

1. The contract term of the Agreement will be extended from November 1, 2011 to November 1, 2021.
2. The RDC will be reduced from 50,000 Dth/Day to 30,000 Dth/Day
3. The Primary Receipt Point will be changed to MAP 66 – Clay Basin Storage
4. The Primary Delivery Point will be changed to MAP 166 – Indianola

Attachment A is a summary of the proposed contract amendment.

If you concur, please sign the acknowledgement below.

Sincerely,

Gary A. Schmitt
General Manager, Marketing and
Business Development

Agreed and accepted to this 27 day of OCT. 2009.

Questar Gas Company

By

Ron Gibson, President Questar Gas Company

FIRM TRANSPORTATION SERVICE AGREEMENT
T-1 Rate Schedule
Proposed Amendment to Contract 2361
Attachment A

- | | |
|--|--|
| 1. SHIPPER'S NAME AND ADDRESS: | Questar Gas Company 180 E 100 S Salt Lake City, UT 84111 |
| 2. SHIPPER'S STATUS: | Local Distribution Company |
| 3. TRANSPORTATION AUTHORITY: | 18 C.F.R. Sec. 284, Subpart B(NGPA 311) |
| 4. RATE SCHEDULE T-1 RDC: | 30,000 Dth/Day |
| 5. PRIMARY RECEIPT POINTS: 66 – Clay Basin Storage | 30,000 Dth/Day |
| 6. PRIMARY DELIVERY POINTS: 166 – Indianola | 30,000 Dth/Day |
| 7. SEGMENTED CAPACITY: | None |
| 8. RATES: Reservation Charge: Usage Charge: | The MAX rate on Questar's Statement of Rates The MAX rate on Questar's Statement of Rates |
| 9. ADDITIONAL FACILITIES CHARGES: | None |
| 10. TERM OF AGREEMENT: | 11/01/2011 through 11/01/2021 |
| 11. RENEWAL TERM: | Year to Year |
| This Agreement may be terminated by either party giving written notice: | 90 Days written notification |
| 12. ADDITIONAL TERMS: | |