

## DOMINION ENERGY UTAH UTAH TRANSPORTATION SERVICE AGREEMENT Firm Customers

This Transportation Service Agreement (“Agreement”) is entered into this \_\_\_\_ day of May, 2023, by and between Questar Gas Company dba Dominion Energy Utah, a Utah corporation (“Company”) and Snowbird Resort, LLC, a Utah Limited Liability Company (“Customer”). Company and Customer may be referred to herein individually as “Party” and collectively as “Parties.” The Parties agree as follows:

The Parties represent that:

A. In 1986 the Company installed a high-pressure regulator station near Customer’s ski resort. That regulator station was housed in a reinforced concrete building due to the proximity of an avalanche zone. The building also housed a meter set serving the ski resort.

B. By 2022 the Company needed to upgrade the meter set and the building was not large enough to accommodate the upgraded meter set. The building location could not accommodate construction of a larger building in the same location.

C. Customer also requested additional natural gas service at that location to accommodate planned power co-generation. Customer provided Company with a new location for a new regulator station and a new building to house a meter to serve Customer’s ski resort.

D. The Company opted to construct a new regulator station and a second meter at the new regulator station location. Accordingly, Customer receives service through two meters at its ski resort. Because the two-meter configuration was the Company’s preferred configuration, the Company and Customer agree that Customer should be billed for volumes flowing through both meters together, as though they were a single meter, as more fully set forth below.

The Parties agree as follows:

1. Except as otherwise expressly set forth Paragraph 2, below, Company shall provide transportation service in accordance with the terms, conditions and provisions in the Company’s Utah Tariff filed with the Public Service Commission of Utah (“Commission”) and as it may be amended from time to time (“Tariff”).
2. The end-use sites identified on Attachment A shall be billed as though they are a single end-use site. The Customer will pay for volumes from both meters, together, as though they were a single meter, and the cumulative usage will be used to determine which block rate Customer will pay. Customer will also pay a single basic service fee, and a single administrative fee.
3. Customer may nominate its natural gas for delivery to either the Approved Point identified on Attachment A or an Alternate Point approved by Company and, if the nomination is confirmed, the Company will redeliver Customer’s supplies to Customer’s service address(es) associated with the SAID(s) listed on Attachment A. However, Company reserves the right to require each transportation customer to deliver its natural gas supplies to the Approved Point when, in Company’s sole discretion, its operational needs support such a change.
4. The Maximum **Hourly** Flow Rate is the maximum volume of gas that Customer expects to flow through its meter during any given hour, and is shown in Column F of Attachment A. Customer represents the Maximum Hourly Flow Rate shown in Column F of Attachment A reflects its best reasonable estimate of the maximum hourly flow expected by Customer. Upon request from Company from time to time, Customer will update its Maximum Hourly Flow Rates.

5. The Daily Firm contract limit is shown in Column E of Attachment A. The firm confirmed scheduled quantities, up to the Daily Firm limit, shall be transported pursuant to Tariff terms and conditions applicable to firm transportation service.
6. Customer shall provide or shall make arrangements for its upstream pipeline supplier to provide, measurement information and other information requested by Company concerning the volumes that have been delivered to Company on Customer's behalf. Customer shall provide, or cause its upstream pipeline supplier to provide, measurement information on a daily basis unless otherwise agreed to by the Parties in writing.
7. Service under this Agreement shall commence on the Effective Date set forth in Exhibit A and continue until the subsequent June 30, and from year to year thereafter unless terminated by either Party as provided herein. Either Party may terminate this Agreement effective July 1 of any year thereafter by providing advance written notice of termination on or before March 31 of the year of termination. Termination of this agreement does not guarantee or ensure Customer's ability to obtain service under a different rate class. Customer acknowledges that Customer's ability to change to another rate class is governed by, and may be limited by, applicable terms and conditions of the Tariff.
8. This Agreement is subject to the approval of the Utah Public Service Commission and shall not become binding unless and until the Commission has approved this Agreement.
9. Except as expressly set forth in Paragraph 2, above, this Agreement shall be governed by and construed in accordance with Utah law, the Tariff and any applicable rules and regulations of the Commission and, to the extent that the Tariff or any applicable rules or regulations of the Commission conflict with or are inconsistent with this Agreement, now or in the future, the Tariff, Commission rules and regulations shall control. If any term of this Agreement is held to be illegal or in conflict with Utah law, the Tariff, or any applicable Commission rule or regulation, the validity of the remaining portion of the Agreement shall not be affected, and the rights and obligations of the Parties shall be construed as if the Agreement did not contain the particular term held to be invalid. Any legal action concerning this Agreement shall be filed in Salt Lake County, Utah and the Parties consent to personal jurisdiction and venue in Salt Lake County.
10. In the event it becomes necessary for either Party to enforce its rights under this Agreement, with or without litigation, the prevailing Party shall be entitled to recover all reasonable expenses, including attorney fees and costs, arising out of the enforcement of its rights.
11. Customer may not assign this Agreement without the written consent of Company.
12. All communications, consents and other notices shall be in writing and shall be deemed to have been given when personally delivered, or three (3) business days after being mailed by certified or registered U.S. Mail, return receipt requested, or when receipt is acknowledged if sent by e-mail or other electronic transmission means. All notices will be given to:

(a) If to Customer:

Snowbird Resort LLC  
Attn: Ian Russell  
3165 E Millrock Dr, Ste 150

Holladay UT 84121-5571

(b) If to Company:

Dominion Energy Utah  
Attention: Manager, Key Accounts  
P.O. Box 45360  
Salt Lake City, Utah 84145-0360  
account.management@dominionenergy.com

Any notice or mailing so given shall be effective when received, but in any event no later than three (3) days following the date of mailing.

13. This Agreement contains the entire agreement between the Parties concerning the provision of natural gas service to the SAID(s) identified in Attachment A and it supersedes any prior agreement, verbal or written, regarding the provision of natural gas service.
14. Each person signing this Agreement warrants that the person has full legal capacity, power, and authority to execute this Agreement for and on behalf of the respective Party and to bind such Party.

<b>Snowbird Resort, L.L.C</b> <i>Ian Russell</i> _____ irussell@snowbird.com Signature Name: Ian Russell Title: Senior Director of Finance Date: 05/16/2023	<b>QUESTAR GAS COMPANY dba DOMINION ENERGY UTAH</b> <i>Brett W. Brown</i> _____ Signature Name: Brett W. Brown Title: Manager, Key Accounts Date: <u>05-16-2023</u> Account Representative: Deanna Hopkins
--	---

**Attachment A**  
**(Firm Customers)**

**Customer Name:** Snowbird Resort LLC

**Account Number:** 3747520000

**SA\_ID(s) and Service Address(es):**

A	B	C	D	E	F
SAID	Service Address	Primary or Secondary End-Use Site	Approved Receipt Point	Daily Firm Dth/Day	Maximum Hourly Flow-Rate (Firm)
3747520919	Snowbird Co Gen, Alta, UT 84092-6019	Primary	90164	1,830	79
TBD	Snowbird Resort, Alta, UT 84092-6019	NA	90164	TBD	TBD

**Mailing Address:** Snowbird Resort LLC  
 3165 E Millrock Dr., Ste 150  
 Holladay, UT 84121-5574

**Effective Date:** First day of May, 2023.