

Enbridge Gas  
333 South State Street, Salt Lake City, UT 84145  
Mailing Address:  
P.O. Box 45360, Salt Lake City, UT 84145  
EnbridgeGas.com



July 1, 2024

Wyoming Public Service Commission  
Hansen Building  
2515 Warren Avenue, Suite 300  
Cheyenne, Wyoming

*Via E-mail*

Dear Commissioners:

Pursuant to the Memorandum Opinion, Findings and Order Approving Joint Application in Docket Nos. 30010-150-GA-16 and 30025-1-GA-16 (Record No.14335), and the Compliance Checklist, Enbridge Gas respectfully submits the attached Affiliate Transaction Report.

The Compliance Checklist of the above-referenced Settlement Stipulation provides that Enbridge Gas will submit affiliate transaction reports. The 2023 Affiliate Transaction Report is attached.

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

Sincerely,

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

# Enbridge Gas

# Affiliate Transactions Report

For the year ended December 31, 2023

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## **1.1 General Description as of December 31, 2023**

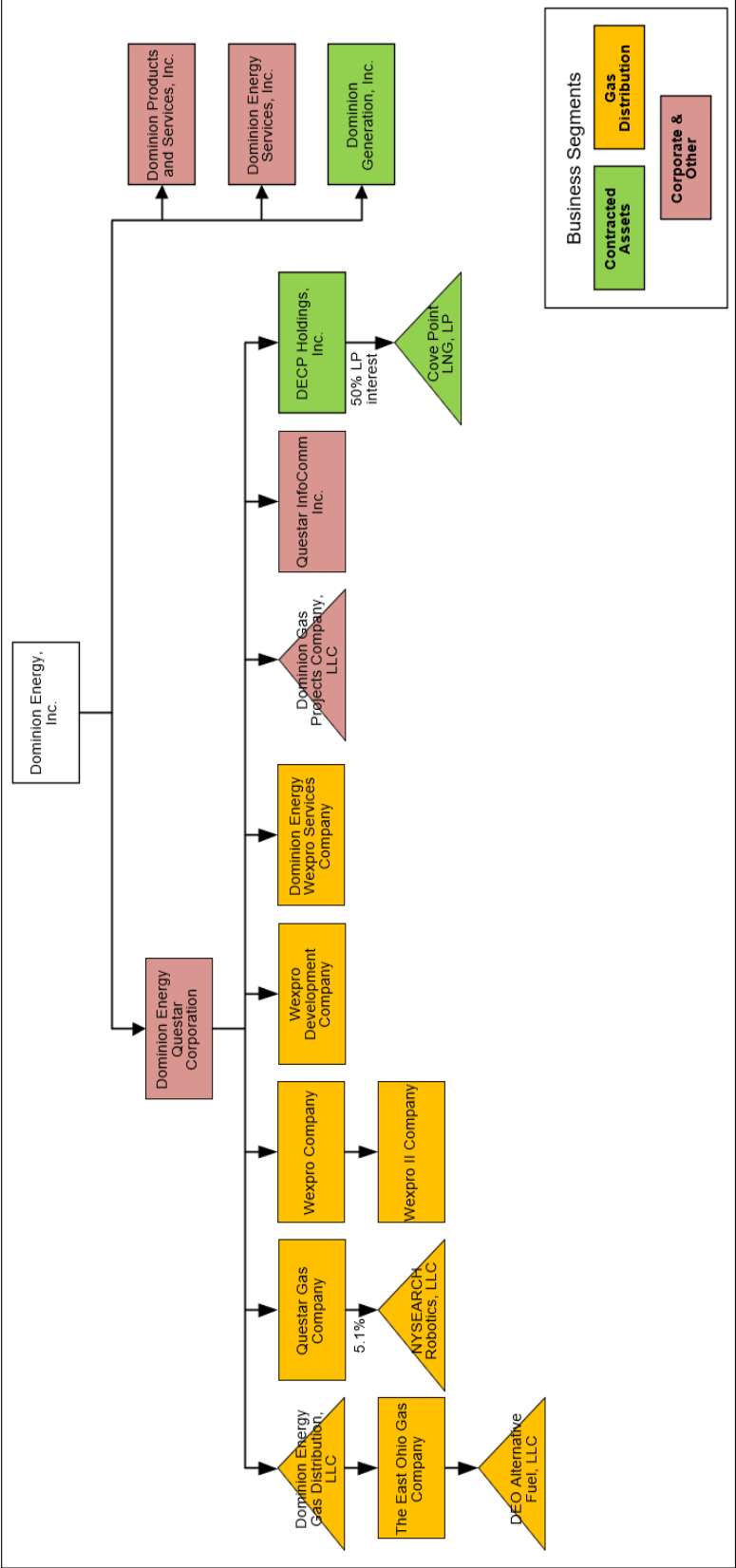
Questar Gas Company dba Enbridge Gas Utah, Enbridge Gas Idaho, and Enbridge Gas Wyoming (Enbridge Gas, or Company) provides retail natural gas-distribution service to more than one million customers in Utah, southwestern Wyoming and a small portion of southeastern Idaho. The Company is regulated by the 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.

Dominion Energy Questar Corporation has been a wholly-owned subsidiary of Dominion Energy, Inc. since September 16, 2016. As of June 1, 2024 Questar Gas Company has been a wholly owned subsidiary of Enbridge Gas.

The following pages provide an organization chart, descriptions and transactions of Enbridge Gas and affiliated companies/subsidiaries during the year ended December 31, 2023.



1.2 Corporate Organization Chart as of December 31, 2021



### 1.3 Company Board of Directors as of December 31, 2023

Director	Title	Effective Date	End Date	Address
Blevins, P. Rodney	Director	10-01-2022	None	120 Tredegar Street, Richmond, Virginia 23219
Leopold, Diane	Director	10-01-2020	None	120 Tredegar Street, Richmond, Virginia 23219
Ridge, Steven D.	Director	11-24-2022	None	120 Tredegar Street, Richmond, Virginia 23219
Zimmer, Steven P.	Special Bankruptcy Director	10-17-2016	None	1209 Orange Street, Wilmington, Delaware 19801

#### 1.4 Company Officers as of December 31, 2023

Officer	Title	Effective Date	End Date	Address
Adkins, Lauren V.	Assistant Treasurer	09-01-2021	09-28-2023	120 Tredegar Street, Richmond, VA 23219
Arnett, Corynne S.	Senior Vice President - Regulatory Affairs and Customer Experience	12-01-2019	12-31-2023	120 Tredegar Street, Richmond, VA 23219
Bassey, Utibe O.	Vice President - Customer Experience	09-08-2020	05-31-2024	120 Tredegar Street, Richmond, VA 23219
Brown, Carlos M.	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023	120 Tredegar Street, Richmond, VA 23219
Cardiff, Michele L.	Senior Vice President, Controller and Chief Accounting Officer	10-01-2020	05-31-2024	120 Tredegar Street, Richmond, VA 23219
Chester, Elizabeth "Betsy" L.	Vice President - Regulatory Affairs	04-01-2022	01-31-2024	120 Tredegar Street, Richmond, VA 23219
Coffer, Jr. Keith "Casey"	Controller	04-01-2022	05-31-2024	120 Tredegar Street, Richmond, VA 23219
Cook, Judd	President	12-01-2022	05-31-2024	120 Tredegar Street, Richmond, VA 23219
Davis, Jr. Richard M.	Assistant Treasurer	10-03-2023	05-31-2024	120 Tredegar Street, Richmond, VA 23219
Doggett, Karen W.	Assistant Secretary	09-16-2016	05-31-2024	120 Tredegar Street, Richmond, VA 23219
Duman, L. Wayne	Vice President - Financial Planning & Analysis	12-01-2019	01-31-2024	120 Tredegar Street, Richmond, VA 23219
Evans, Jonathan T.	Assistant Treasurer	09-01-2020	05-31-2024	120 Tredegar Street, Richmond, VA 23219
Johnson, Darius A.	Vice President and Treasurer	04-01-2022	01-31-2024	120 Tredegar Street, Richmond, VA 23219
Katz, Lee D.	Vice President - Financial Management	12-01-2019	01-31-2024	120 Tredegar Street, Richmond, VA 23219
McCoy, Leighton C.	Vice President - Distribution Technical Services	10-01-2019	3/6/2024	120 Tredegar Street, Richmond, VA 23219
Miscikowski, Jeffrey G.	Vice President - Project Construction	06-01-2023	05-31-2024	120 Tredegar Street, Richmond, VA 23219
Mitchell, Mark D.	Senior Vice President - Project Construction	02-01-2021	05-31-2024	120 Tredegar Street, Richmond, VA 23219
Murray, William L.	Senior Vice President - Corporate Affairs & Communications	12-01-2019	05-31-2024	120 Tredegar Street, Richmond, VA 23219
Parker, Mary "Molly" A.	Vice President - Environmental & Sustainability	08-01-2023	05-31-2024	120 Tredegar Street, Richmond, VA 23219
Purohit, Prabir	Vice President - Strategy	04-01-2022	05-31-2024	120 Tredegar Street, Richmond, VA 23219
Reid, Carter M.	Executive Vice President, Chief of Staff and Corporate Secretary	12-01-2019	12-31-2023	120 Tredegar Street, Richmond, VA 23219
Ridge, Steven D.	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023	120 Tredegar Street, Richmond, VA 23219
Showalter, Alma W.	Vice President - Tax	09-16-2016	05-31-2024	120 Tredegar Street, Richmond, VA 23219
Stites, Brandon E.	Vice President - Project Construction	11-01-2020	05-31-2023	120 Tredegar Street, Richmond, VA 23219
Tomabene, Amanda "Mandy" B.	Vice President - Governance and Assistant Corporate Secretary	09-01-2021	05-31-2024	120 Tredegar Street, Richmond, VA 23219
Wellener, Wendy T.	Vice President - Shared Services	01-01-2018	05-31-2024	120 Tredegar Street, Richmond, VA 23219
Williams, Jason E.	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023	120 Tredegar Street, Richmond, VA 23219
Windle, W. Keith	Senior Vice President - Administrative Services	07-01-2022	05-31-2024	120 Tredegar Street, Richmond, VA 23219

1.5 Officers and Directors with Affiliated Positions as of December 31, 2023

Name	Entity	Title	Effective Date	End Date
Adkins, Lauren V.	96WI 8ME LLC	Assistant Treasurer	09-01-2021	09-28-2023
	Atlanta Farms Solar Project, LLC	Assistant Treasurer	05-12-2022	09-28-2023
	Atlantic Coast Pipeline, LLC	Assistant Treasurer	09-01-2021	09-28-2023
	Blackville Solar Farm, LLC	Assistant Treasurer	09-01-2021	09-28-2023
	Blue Ocean Energy Marine, LLC	Assistant Treasurer	09-01-2021	09-28-2023
	BOE Holdings, Inc.	Assistant Treasurer	09-01-2021	09-28-2023
	BrightSuite Home, LLC	Assistant Treasurer	09-01-2021	09-28-2023
	Buckeye Plains II Solar Project, LLC	Assistant Treasurer	05-12-2022	09-28-2023
	Buckeye Plains Solar Project, LLC	Assistant Treasurer	05-12-2022	09-28-2023
	Buckingham Solar I LLC	Assistant Treasurer	09-01-2021	09-28-2023
	CEA Dairy RNG Colorado, LLC	Assistant Treasurer	09-01-2021	09-28-2023
	CEA Dairy RNG Georgia, LLC	Assistant Treasurer	09-01-2021	09-28-2023
	CEA Dairy RNG Idaho, LLC	Assistant Treasurer	09-01-2021	09-28-2023
	CEA Dairy RNG Kansas, LLC	Assistant Treasurer	09-01-2021	09-28-2023
	CEA Dairy RNG Nevada, LLC	Assistant Treasurer	09-01-2021	09-28-2023
	CEA Dairy RNG New Mexico, LLC	Assistant Treasurer	09-01-2021	09-28-2023
	CEA Dairy RNG Texas, LLC	Assistant Treasurer	09-01-2021	09-28-2023
	Clean Energy Asset USA I, Inc.	Assistant Treasurer	12-27-2022	09-28-2023
	Clean Energy Asset USA II, Inc.	Assistant Treasurer	12-27-2022	09-28-2023
	Clean Energy Asset USA LLC	Assistant Treasurer	09-01-2021	09-28-2023
	Clean Energy Enterprises, Inc.	Assistant Treasurer	09-01-2021	09-28-2023
	Clipperton Holdings LLC	Assistant Treasurer	09-01-2021	09-28-2023
	CNG Coal Company	Assistant Treasurer	09-01-2021	09-28-2023
	CNG Power Services Corporation	Assistant Treasurer	09-01-2021	09-28-2023
	Correctional Solar LLC	Assistant Treasurer	09-01-2021	09-28-2023
	Dairy RNG Holdings, LLC	Assistant Treasurer	09-01-2021	09-28-2023
	DE Arlington Solar, LLC	Assistant Treasurer	09-01-2021	09-28-2023
	DE Chesterfield Solar, LLC	Assistant Treasurer	04-12-2022	09-28-2023
	DE Fluvanna Solar, LLC	Assistant Treasurer	09-01-2021	09-28-2023
	DE Hanover Solar, LLC	Assistant Treasurer	09-01-2021	09-28-2023
	DE Henrico Solar, LLC	Assistant Treasurer	09-01-2021	09-28-2023
	DE King William Solar, LLC	Assistant Treasurer	09-01-2021	09-28-2023
	DE Louisa Solar, LLC	Assistant Treasurer	09-01-2021	09-28-2023
	DE Newport News Solar, LLC	Assistant Treasurer	09-01-2021	09-28-2023
	DE Powhatan Solar, LLC	Assistant Treasurer	09-01-2021	09-28-2023
	DE Solutions Home, Inc.	Assistant Treasurer	09-01-2021	09-28-2023
	DE Solutions Solar CT, Inc.	Assistant Treasurer	09-01-2021	09-28-2023
	DE Solutions Solar Development, LLC	Assistant Treasurer	09-01-2021	09-28-2023
	DE Solutions Solar SC, Inc.	Assistant Treasurer	09-01-2021	09-28-2023
	DE Solutions Solar VA, Inc.	Assistant Treasurer	09-01-2021	09-28-2023
	DE Virginia Beach Solar, LLC	Assistant Treasurer	09-01-2021	09-28-2023
	DECP Holdings, Inc.	Assistant Treasurer	09-01-2021	09-28-2023
	Denmark Solar, LLC	Assistant Treasurer	09-01-2021	09-28-2023
	DEO Alternative Fuel, LLC	Assistant Treasurer	09-01-2021	09-28-2023
	Dominion ACP Holding, Inc.	Assistant Treasurer	09-01-2021	09-28-2023
	Dominion Alternative Energy Holdings, Inc.	Assistant Treasurer	09-01-2021	09-28-2023
	Dominion Atlantic Coast Pipeline, LLC	Assistant Treasurer	09-01-2021	09-28-2023
	Dominion Capital REMIC, Inc.	Assistant Treasurer	09-01-2021	09-28-2023
	Dominion Capital, Inc.	Assistant Treasurer	09-01-2021	09-28-2023
	Dominion Energy Birdseye Holdings, Inc.	Assistant Treasurer	09-01-2021	09-28-2023
	Dominion Energy Fuel Services, Inc.	Assistant Treasurer	09-01-2021	09-28-2023
	Dominion Energy Gas Distribution, LLC	Assistant Treasurer	09-01-2021	09-28-2023
	Dominion Energy Generation Marketing, Inc.	Assistant Treasurer	09-01-2021	09-28-2023
	Dominion Energy Marketplace, LLC	Assistant Treasurer	09-01-2021	09-28-2023
	Dominion Energy Nuclear Connecticut, Inc.	Assistant Treasurer	09-01-2021	09-28-2023
	Dominion Energy Payroll Company, Inc.	Assistant Treasurer	09-01-2021	09-28-2023
	Dominion Energy Questar Corporation	Assistant Treasurer	09-01-2021	09-28-2023
	Dominion Energy RNG Holdings II, Inc.	Assistant Treasurer	09-01-2021	09-28-2023
	Dominion Energy RNG Holdings, Inc.	Assistant Treasurer	09-01-2021	09-28-2023
	Dominion Energy Services, Inc.	Assistant Treasurer	09-01-2021	09-28-2023
	Dominion Energy Solar CA, LLC	Assistant Treasurer	09-01-2021	09-28-2023
	Dominion Energy Solutions I, Inc.	Assistant Treasurer	09-01-2021	09-28-2023
	Dominion Energy South Carolina, Inc.	Assistant Treasurer	09-01-2021	09-28-2023
	Dominion Energy Southeast Services, Inc.	Assistant Treasurer	09-01-2021	09-28-2023
	Dominion Energy Technical Solutions, Inc.	Assistant Treasurer	09-01-2021	09-28-2023
	Dominion Energy Technologies II, Inc.	Assistant Treasurer	09-01-2021	09-28-2023
	Dominion Energy Technologies, Inc.	Assistant Treasurer	09-01-2021	09-28-2023
	Dominion Energy Terminal Company, Inc.	Assistant Treasurer	09-01-2021	09-28-2023
	Dominion Energy Wexpro Services Company	Assistant Treasurer	09-01-2021	09-28-2023
	Dominion Energy, Inc.	Assistant Treasurer	09-01-2021	09-28-2023
	Dominion Equipment III, Inc.	Assistant Treasurer	09-01-2021	09-28-2023
	Dominion Equipment, Inc.	Assistant Treasurer	09-01-2021	09-28-2023
	Dominion Fairless Hills, Inc.	Assistant Treasurer	09-01-2021	09-28-2023
	Dominion Fowler Ridge Wind, LLC	Assistant Treasurer	09-01-2021	09-28-2023
	Dominion Gas Projects Company, LLC	Assistant Treasurer	09-01-2021	09-28-2023
	Dominion Generation, Inc.	Assistant Treasurer	09-01-2021	09-28-2023
	Dominion Greenbrier, Inc.	Assistant Treasurer	09-01-2021	09-28-2023
	Dominion High Voltage Holdings, Inc.	Assistant Treasurer	09-01-2021	09-28-2023
	Dominion High Voltage MidAtlantic, Inc.	Assistant Treasurer	09-01-2021	09-28-2023
	Dominion Investments, Inc.	Assistant Treasurer	09-01-2021	09-28-2023
	Dominion Keystone Pipeline Holdings, Inc.	Assistant Treasurer	09-01-2021	09-28-2023
	Dominion Keystone Pipeline, LLC	Assistant Treasurer	09-01-2021	09-28-2023
	Dominion MLP Holding Company III, Inc.	Assistant Treasurer	09-01-2021	09-28-2023
	Dominion ML Storm Wind, LLC	Assistant Treasurer	09-01-2021	09-28-2023
	Dominion Nuclear Projects, Inc.	Assistant Treasurer	09-01-2021	09-28-2023
	Dominion Oklahoma Texas Exploration & Production, Inc.	Assistant Treasurer	09-01-2021	09-28-2023
	Dominion Person, Inc.	Assistant Treasurer	09-01-2021	09-28-2023
	Dominion Privatization Florida, LLC	Assistant Treasurer	09-01-2021	09-28-2023
	Dominion Privatization Georgia, LLC	Assistant Treasurer	09-01-2021	09-28-2023
	Dominion Privatization Holdings, Inc.	Assistant Treasurer	09-01-2021	09-28-2023
	Dominion Privatization Kentucky, LLC	Assistant Treasurer	09-01-2021	09-28-2023
	Dominion Privatization Maryland, LLC	Assistant Treasurer	09-01-2021	09-28-2023
	Dominion Products and Services, Inc.	Assistant Treasurer	09-01-2021	09-28-2023
	Dominion Projects Services, Inc.	Assistant Treasurer	09-01-2021	09-28-2023
	Dominion Retail Gas Holdings, Inc.	Assistant Treasurer	09-01-2021	09-28-2023
	Dominion Solar Holdings IV, LLC	Assistant Treasurer	09-01-2021	09-28-2023
	Dominion Solar Projects C, Inc.	Assistant Treasurer	09-01-2021	09-28-2023
	Dominion Solar Projects D, Inc.	Assistant Treasurer	09-01-2021	09-28-2023
	Dominion Solar Projects III, Inc.	Assistant Treasurer	09-01-2021	09-28-2023
	Dominion Solar Projects IV, Inc.	Assistant Treasurer	09-01-2021	09-28-2023
	Dominion Solar Projects V, Inc.	Assistant Treasurer	09-01-2021	09-28-2023
	Dominion Solar Projects VI, Inc.	Assistant Treasurer	09-01-2021	09-28-2023
	Dominion Solar Projects VII, Inc.	Assistant Treasurer	09-01-2021	09-28-2023
	Dominion Solar Services, Inc.	Assistant Treasurer	09-01-2021	09-28-2023
	Dominion State Line, LLC	Assistant Treasurer	09-01-2021	09-28-2023
	Dominion Utility Privatization, LLC	Assistant Treasurer	03-31-2022	09-28-2023
	Dominion Voltage, Inc.	Assistant Treasurer	09-01-2021	09-28-2023
	Dominion Wholesale, Inc.	Assistant Treasurer	09-01-2021	09-28-2023
	Dominion Wind Development, LLC	Assistant Treasurer	09-01-2021	09-28-2023
	Dominion Wind Projects, Inc.	Assistant Treasurer	09-01-2021	09-28-2023
	Eagle Holdco Solar, LLC	Assistant Treasurer	09-01-2021	09-28-2023
	Eagle Solar, LLC	Assistant Treasurer	09-01-2021	09-28-2023
	Eastern Shore Solar LLC	Assistant Treasurer	09-01-2021	09-28-2023
	ESCT-SA-Suffield, LLC	Assistant Treasurer	09-01-2021	09-28-2023
	Fremont Farm, LLC	Assistant Treasurer	09-01-2021	09-28-2023
	Greensville County Solar Project, LLC	Assistant Treasurer	09-01-2021	09-28-2023
	Hardin Solar Energy LLC	Assistant Treasurer	09-01-2021	09-28-2023
	Hecate Energy Cherrydale LLC	Assistant Treasurer	09-01-2021	09-28-2023
	Hecate Energy Clarke County LLC	Assistant Treasurer	09-01-2021	09-28-2023
	Innovative Solar 37, LLC	Assistant Treasurer	09-01-2021	09-28-2023
	Moffett Solar 1, LLC	Assistant Treasurer	09-01-2021	09-28-2023
	Moorings Farm 2, LLC	Assistant Treasurer	09-01-2021	09-28-2023
	Mustang Solar, LLC	Assistant Treasurer	09-01-2021	09-28-2023
	Pickaway County II Solar Project, LLC	Assistant Treasurer	05-12-2022	09-28-2023
	Pickaway County Solar Project, LLC	Assistant Treasurer	05-12-2022	09-28-2023
	Pikeville Farm, LLC	Assistant Treasurer	09-01-2021	09-28-2023
	Prairie Fork Wind Farm, LLC	Assistant Treasurer	09-01-2021	09-28-2023

Name	Entity	Title	Effective Date	End Date
	PSNC Blue Ridge Corporation	Assistant Treasurer	09-01-2021	09-28-2023
	PSNC Cardinal Pipeline Company	Assistant Treasurer	09-01-2021	09-28-2023
	Public Service Company of North Carolina, Incorporated	Assistant Treasurer	09-01-2021	09-28-2023
	Qestar Gas Company	Assistant Treasurer	09-01-2021	09-28-2023
	Qestar InfoComm, Inc.	Assistant Treasurer	09-01-2021	09-28-2023
	Ridgeland Solar Farm I, LLC	Assistant Treasurer	09-01-2021	09-28-2023
	SCANA Corporate Security Services, Inc.	Assistant Treasurer	09-01-2021	09-28-2023
	SCANA Corporation	Assistant Treasurer	09-01-2021	09-28-2023
	Scott II Solar LLC	Assistant Treasurer	09-01-2021	09-28-2023
	Seabrook Solar, LLC	Assistant Treasurer	09-01-2021	09-28-2023
	Siler Solar, LLC	Assistant Treasurer	09-01-2021	09-28-2023
	Sol Madison Solar, LLC	Assistant Treasurer	09-01-2021	09-28-2023
	South Carolina Fuel Company, Inc.	Assistant Treasurer	09-01-2021	09-28-2023
	South Carolina Generating Company, Inc.	Assistant Treasurer	09-01-2021	09-28-2023
	Southampton Solar LLC	Assistant Treasurer	09-01-2021	09-28-2023
	Summit Farms Solar, LLC	Assistant Treasurer	09-01-2021	09-28-2023
	Sussex Drive Solar Project, LLC	Assistant Treasurer	09-01-2021	09-28-2023
	The East Ohio Gas Company	Assistant Treasurer	09-01-2021	09-28-2023
	Trask East Solar, LLC	Assistant Treasurer	09-01-2021	09-28-2023
	Tredegar Solar Fund I, LLC	Assistant Treasurer	09-01-2021	08-18-2023
	TWE Myrtle Solar Project, LLC	Assistant Treasurer	09-01-2021	09-28-2023
	Vidalia, Gichner Holdings, Inc.	Assistant Treasurer	09-01-2021	09-28-2023
	Virginia Electric and Power Company	Assistant Treasurer	09-01-2021	09-28-2023
	Virginia Power Fuel Corporation	Assistant Treasurer	09-01-2021	09-28-2023
	Virginia Power Nuclear Services Company	Assistant Treasurer	09-01-2021	09-28-2023
	Virginia Power Services Energy Corp., Inc.	Assistant Treasurer	09-01-2021	09-28-2023
	Virginia Power Services, LLC	Assistant Treasurer	09-01-2021	09-28-2023
	Virginia Solar 2017 Projects LLC	Assistant Treasurer	09-01-2021	09-28-2023
	VP Property, Inc.	Assistant Treasurer	09-01-2021	09-28-2023
	Wakefield Solar, LLC	Assistant Treasurer	09-01-2021	09-28-2023
	Wexpro Company	Assistant Treasurer	09-01-2021	09-28-2023
	Wexpro Development Company	Assistant Treasurer	09-01-2021	09-28-2023
	Wexpro II Company	Assistant Treasurer	09-01-2021	09-28-2023
	Wilkinson Solar LLC	Assistant Treasurer	09-01-2021	09-28-2023
	Wilshire Holdings, LLC	Assistant Treasurer	09-01-2021	09-28-2023
	Yemassee Solar, LLC	Assistant Treasurer	09-01-2021	09-28-2023
Arnett, Corynne S.	Dominion Energy Gas Distribution, LLC	Senior Vice President - Regulatory Affairs and Customer Experience	12-01-2019	12-31-2023
	Dominion Energy Services, Inc.	Senior Vice President - Regulatory Affairs and Customer Experience	12-01-2019	12-31-2023
	Dominion Energy South Carolina, Inc.	Senior Vice President - Regulatory Affairs and Customer Experience	12-16-2019	12-31-2023
	Dominion Energy, Inc.	Senior Vice President - Regulatory Affairs and Customer Experience	12-01-2019	12-31-2023
	Dominion Generation, Inc.	Senior Vice President - Regulatory Affairs and Customer Experience	12-01-2019	12-31-2023
	Public Service Company of North Carolina, Incorporated	Senior Vice President - Regulatory Affairs and Customer Experience	12-01-2019	12-31-2023
	Qestar Gas Company	Senior Vice President - Regulatory Affairs and Customer Experience	12-01-2019	12-31-2023
	The East Ohio Gas Company	Senior Vice President - Regulatory Affairs and Customer Experience	12-01-2019	12-31-2023
	Virginia Electric and Power Company	Senior Vice President - Regulatory Affairs and Customer Experience	12-01-2019	12-31-2023
Bassey, Utibe O.	Dominion Energy Gas Distribution, LLC	Vice President - Customer Experience	09-08-2020	03-06-2024
	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	--
	Public Service Company of North Carolina, Incorporated	Vice President - Customer Experience	09-08-2020	--
	Qestar Gas Company	Vice President - Customer Experience	09-08-2020	05-31-2024
	The East Ohio Gas Company	Vice President - Customer Experience	09-08-2020	03-06-2024
	Virginia Electric and Power Company	Vice President - Customer Experience	09-08-2020	--
Brown, Carlos M.	SEWI BME LLC	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	Atlanta Farms Solar Project, LLC	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	Blackville Solar Farm, LLC	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	Blue Ocean Energy Marine, LLC	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	BOE Holdings, Inc.	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	BrightSuite Home, LLC	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	Buckeye Plains II Solar Project, LLC	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	Buckeye Plains Solar Project, LLC	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	Buckingham Solar I LLC	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	CEA Dairy RNG Colorado, LLC	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	CEA Dairy RNG Georgia, LLC	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	CEA Dairy RNG Idaho, LLC	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	CEA Dairy RNG Kansas, LLC	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	CEA Dairy RNG Nevada, LLC	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	CEA Dairy RNG New Mexico, LLC	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	CEA Dairy RNG Texas, LLC	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	Clean Energy Asset USA I, Inc.	Senior Vice President, Chief Legal Officer and General Counsel	12-27-2022	12-31-2023
	Clean Energy Asset USA II, Inc.	Senior Vice President, Chief Legal Officer and General Counsel	12-27-2022	12-31-2023
	Clean Energy Asset USA LLC	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	Clean Energy Enterprises, Inc.	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	Clipperton Holdings LLC	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	CNG Coal Company	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	CNG Power Services Corporation	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	Correctional Solar LLC	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	Dairy RNG Holdings, LLC	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	DE Arlington Solar, LLC	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	DE Chesterfield Solar, LLC	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	DE Fluvanna Solar, LLC	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	DE Hanover Solar, LLC	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	DE Henrico Solar, LLC	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	DE King William Solar, LLC	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	DE Louisa Solar, LLC	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	DE Newport News Solar, LLC	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	DE Powhatan Solar, LLC	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	DE Solutions Home, Inc.	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	DE Solutions Solar CT, Inc.	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	DE Solutions Solar Development, LLC	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	DE Solutions Solar SC, Inc.	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	DE Solutions Solar VA, Inc.	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	DE Virginia Beach Solar, LLC	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	DECP Holdings, Inc.	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	Denmark Solar, LLC	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	DEO Alternative Fuel, LLC	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	Dominion ACP Holding, Inc.	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	Dominion Alternative Energy Holdings, Inc.	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	Dominion Atlantic Coast Pipeline, LLC	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	Dominion Capital, Inc.	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	Dominion Cogen WV, Inc.	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	Dominion Energy Birdseye Holdings, Inc.	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	Dominion Energy Fuel Services, Inc.	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	Dominion Energy Gas Distribution, LLC	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	Dominion Energy Generation Marketing, Inc.	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	Dominion Energy Marketplace, LLC	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	Dominion Energy Nuclear Connecticut, Inc.	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	Dominion Energy Payroll Company, Inc.	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	Dominion Energy Qestar Corporation	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	Dominion Energy RNG Holdings II, Inc.	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	Dominion Energy RNG Holdings, Inc.	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	Dominion Energy Services, Inc.	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	Dominion Energy Solar CA, LLC	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	Dominion Energy Solutions I, Inc.	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	Dominion Energy South Carolina, Inc.	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	Dominion Energy Southeast Services, Inc.	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	Dominion Energy Technical Solutions, Inc.	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	Dominion Energy Technologies II, Inc.	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	Dominion Energy Technologies, Inc.	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	Dominion Energy Terminal Company, Inc.	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	Dominion Energy Wexpro Services Company	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	Dominion Energy, Inc.	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	Dominion Equipment III, Inc.	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	Dominion Equipment, Inc.	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	Dominion Fairfess Hills, Inc.	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	Dominion Fowler Ridge Wind, LLC	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	Dominion Gas Projects Company, LLC	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	Dominion Generation, Inc.	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023

Name	Entity	Title	Effective Date	End Date
	Dominion Greenbrier, Inc.	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	Dominion High Voltage Holdings, Inc.	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	Dominion High Voltage MidAtlantic, Inc.	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	Dominion Investments, Inc.	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	Dominion Keystone Pipeline Holdings, Inc.	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	Dominion Keystone Pipeline, LLC	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	Dominion MLP Holding Company III, Inc.	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	Dominion Mt. Storm Wind, LLC	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	Dominion Nuclear Projects, Inc.	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	Dominion Oklahoma Texas Exploration & Production, Inc.	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	Dominion Person, Inc.	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	Dominion Privatization Florida, LLC	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	Dominion Privatization Georgia, LLC	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	Dominion Privatization Holdings, Inc.	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	Dominion Privatization Kentucky, LLC	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	Dominion Privatization Maryland, LLC	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	Dominion Products and Services, Inc.	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	Dominion Projects Services, Inc.	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	Dominion Retail Gas Holdings, Inc.	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	Dominion Solar Holdings IV, LLC	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	Dominion Solar Projects C, Inc.	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	Dominion Solar Projects D, Inc.	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	Dominion Solar Projects III, Inc.	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	Dominion Solar Projects IV, Inc.	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	Dominion Solar Projects V, Inc.	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	Dominion Solar Projects VI, Inc.	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	Dominion Solar Projects VII, Inc.	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	Dominion Solar Projects, Inc.	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	Dominion State Line, LLC	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	Dominion Voltage, Inc.	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	Dominion Wholesale, Inc.	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	Dominion Wind Development, LLC	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	Dominion Wind Projects, Inc.	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	Eagle Holdco Solar, LLC	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	Eagle Solar, LLC	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	Eastern Shore Solar LLC	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	ESCT-SA-Suffield, LLC	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	Fremont Farm, LLC	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	Greensville County Solar Project, LLC	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	Hardin Solar Energy LLC	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	Hecate Energy Cherydale LLC	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	Hecate Energy Clarke County LLC	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	Innovative Solar 37, LLC	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	Moffett Solar 1, LLC	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	Moorings Farm 2, LLC	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	Mustang Solar, LLC	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	Pickaway County II Solar Project, LLC	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	Pickaway County Solar Project, LLC	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	Pikeville Farm, LLC	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	Prairie Fork Wind Farm, LLC	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	PSNC Blue Ridge Corporation	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	PSNC Cardinal Pipeline Company	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	Public Service Company of North Carolina, Incorporated	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	Questar Gas Company	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	Questar InfoComm, Inc.	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	Ridgeland Solar Farm I, LLC	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	SCANA Corporate Security Services, Inc.	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	SCANA Corporation	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	Scott I Solar LLC	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	Seabrook Solar, LLC	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	Siler Solar, LLC	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	Sol Madison Solar, LLC	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	South Carolina Fuel Company, Inc.	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	South Carolina Generating Company, Inc.	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	Southampton Solar LLC	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	Summit Farms Solar, LLC	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	Sussex Drive Solar Project, LLC	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	The East Ohio Gas Company	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	Trask East Solar, LLC	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	Tredegar Solar Fund I, LLC	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	08-18-2023
	TWE Myrtle Solar Project, LLC	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	Virginia Electric and Power Company	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	Virginia Power Fuel Corporation	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	Virginia Power Nuclear Services Company	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	Virginia Power Services Energy Corp., Inc.	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	Virginia Power Services, LLC	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	Virginia Solar 2017 Projects LLC	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	VP Property, Inc.	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	Wakefield Solar, LLC	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	Wexpro Company	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	Wexpro Development Company	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	Wexpro II Company	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	Wilkinson Solar LLC	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
	Yemassee Solar, LLC	Senior Vice President, Chief Legal Officer and General Counsel	09-01-2022	12-31-2023
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	03-06-2024
	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	03-06-2024
	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	--
	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	05-31-2024
	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	03-06-2024
	Tredegar Solar Fund I, LLC	Senior Vice President, Controller and Chief Accounting Officer	10-01-2020	08-18-2023
	Virginia Electric and Power Company	Senior Vice President, Controller and Chief Accounting Officer	10-01-2020	05-31-2024
	Wexpro Company	Senior Vice President, Controller and Chief Accounting Officer	10-01-2020	--
Chester, Elizabeth "Betsy" L.	Dominion Energy Gas Distribution, LLC	Vice President - Regulatory Affairs	04-01-2022	01-31-2024
	Dominion Energy Services, Inc.	Vice President - Regulatory Affairs	04-01-2022	01-31-2024
	Dominion Energy South Carolina, Inc.	Vice President - Regulatory Affairs	04-01-2022	01-31-2024
	Dominion Energy, Inc.	Vice President - Regulatory Affairs	04-01-2022	01-31-2024
	Dominion Generation, Inc.	Vice President - Regulatory Affairs	04-01-2022	01-31-2024
	Public Service Company of North Carolina, Incorporated	Vice President - Regulatory Affairs	04-01-2022	01-31-2024
	Questar Gas Company	Vice President - Regulatory Affairs	04-01-2022	01-31-2024
	The East Ohio Gas Company	Vice President - Regulatory Affairs	04-01-2022	01-31-2024
	Virginia Electric and Power Company	Vice President - Regulatory Affairs	04-01-2022	01-31-2024
	Wexpro Company	Vice President - Regulatory Affairs	04-01-2022	--
Coffer, Jr. Keith "Casey"	CEA Dairy RNG Colorado, LLC	Controller	04-01-2022	--
	CEA Dairy RNG Georgia, LLC	Controller	04-01-2022	--
	CEA Dairy RNG Idaho, LLC	Controller	04-01-2022	--
	CEA Dairy RNG Kansas, LLC	Controller	04-01-2022	--
	CEA Dairy RNG Nevada, LLC	Controller	04-01-2022	--
	CEA Dairy RNG New Mexico, LLC	Controller	04-01-2022	--
	CEA Dairy RNG Texas, LLC	Controller	04-01-2022	--
	Clean Energy Asset USA I, Inc.	Controller	12-27-2022	--
	Clean Energy Asset USA II, Inc.	Controller	12-27-2022	--
	Clean Energy Asset USA LLC	Controller	04-01-2022	--
	Clean Energy Enterprises, Inc.	Controller	04-01-2022	--
	Dairy RNG Holdings, LLC	Controller	04-01-2022	--
	DEO Alternative Fuel, LLC	Controller	04-01-2022	03-06-2024
	Dominion Energy Gas Distribution, LLC	Controller	04-01-2022	03-06-2024
	Dominion Energy RNG Holdings II, Inc.	Controller	04-01-2022	--
	Dominion Energy RNG Holdings, Inc.	Controller	04-01-2022	--
	Dominion Energy Wexpro Services Company	Controller	04-01-2022	05-31-2024

Name	Entity	Title	Effective Date	End Date
	PSNC Blue Ridge Corporation	Controller	04-01-2022	--
	PSNC Cardinal Pipeline Company	Controller	04-01-2022	--
	Public Service Company of North Carolina, Incorporated	Controller	04-01-2022	--
	Questar Gas Company	Controller	04-01-2022	05-31-2024
	The East Ohio Gas Company	Controller	04-01-2022	03-06-2024
	Wexpro Company	Controller	04-01-2022	05-31-2024
	Wexpro Development Company	Controller	04-01-2022	05-31-2024
	Wexpro II Company	Controller	04-01-2022	05-31-2024
Cook, Judd	Dominion Energy Questar Corporation	Vice President and General Manager - Western Distribution	12-01-2022	03-06-2024
	Dominion Energy Services, Inc.	Vice President and General Manager - Western Distribution	12-01-2022	05-31-2024
	Dominion Energy Wexpro Services Company	Vice President and General Manager - Western Distribution	12-01-2022	05-31-2024
Davis, Jr. Richard M.	Questar Gas Company	President	12-01-2022	05-31-2024
	96WI BME LLC	Assistant Treasurer	10-03-2023	--
	Atlanta Farms Solar Project, LLC	Assistant Treasurer	10-03-2023	--
	Atlantic Coast Pipeline, LLC	Assistant Treasurer	11-28-2023	--
	Blackville Solar Farm, LLC	Assistant Treasurer	10-03-2023	--
	Blue Ocean Energy Marine, LLC	Assistant Treasurer	10-03-2023	--
	BOE Holdings, Inc.	Assistant Treasurer	10-03-2023	--
	BrightSuite Home, LLC	Assistant Treasurer	10-03-2023	--
	Buckeye Plains II Solar Project, LLC	Assistant Treasurer	10-03-2023	--
	Buckeye Plains Solar Project, LLC	Assistant Treasurer	10-03-2023	--
	Buckingham Solar I LLC	Assistant Treasurer	10-03-2023	--
	CEA Dairy RNG Colorado, LLC	Assistant Treasurer	10-03-2023	--
	CEA Dairy RNG Georgia, LLC	Assistant Treasurer	10-03-2023	--
	CEA Dairy RNG Idaho, LLC	Assistant Treasurer	10-03-2023	--
	CEA Dairy RNG Kansas, LLC	Assistant Treasurer	10-03-2023	--
	CEA Dairy RNG Nevada, LLC	Assistant Treasurer	10-03-2023	--
	CEA Dairy RNG New Mexico, LLC	Assistant Treasurer	10-03-2023	--
	CEA Dairy RNG Texas, LLC	Assistant Treasurer	10-03-2023	--
	Clean Energy Asset USA I, Inc.	Assistant Treasurer	10-03-2023	--
	Clean Energy Asset USA II, Inc.	Assistant Treasurer	10-03-2023	--
	Clean Energy Asset USA LLC	Assistant Treasurer	10-03-2023	--
	Clean Energy Enterprises, Inc.	Assistant Treasurer	10-03-2023	--
	Clipperton Holdings LLC	Assistant Treasurer	10-03-2023	--
	CNG Coal Company	Assistant Treasurer	10-03-2023	--
	CNG Power Services Corporation	Assistant Treasurer	10-03-2023	--
	Correctional Solar LLC	Assistant Treasurer	10-03-2023	--
	Dairy RNG Holdings, LLC	Assistant Treasurer	10-03-2023	--
	DE Arlington Solar, LLC	Assistant Treasurer	10-03-2023	--
	DE Chesterfield Solar, LLC	Assistant Treasurer	10-03-2023	--
	DE Fluvanna Solar, LLC	Assistant Treasurer	10-03-2023	--
	DE Hanover Solar, LLC	Assistant Treasurer	10-03-2023	--
	DE Henrico Solar, LLC	Assistant Treasurer	10-03-2023	--
	DE King William Solar, LLC	Assistant Treasurer	10-03-2023	--
	DE Louisa Solar, LLC	Assistant Treasurer	10-03-2023	--
	DE Newport News Solar, LLC	Assistant Treasurer	10-03-2023	--
	DE Powhatan Solar, LLC	Assistant Treasurer	10-03-2023	--
	DE Solutions Home, Inc.	Assistant Treasurer	10-03-2023	--
	DE Solutions Solar CT, Inc.	Assistant Treasurer	10-03-2023	--
	DE Solutions Solar Development, LLC	Assistant Treasurer	10-03-2023	--
	DE Solutions Solar SC, Inc.	Assistant Treasurer	10-03-2023	--
	DE Solutions Solar VA, Inc.	Assistant Treasurer	10-03-2023	--
	DE Virginia Beach Solar, LLC	Assistant Treasurer	10-03-2023	--
	DECP Holdings, Inc.	Assistant Treasurer	10-03-2023	--
	Denmark Solar, LLC	Assistant Treasurer	10-03-2023	--
	DEO Alternative Fuel, LLC	Assistant Treasurer	10-03-2023	03-06-2024
	Dominion ACP Holding, Inc.	Assistant Treasurer	10-03-2023	--
	Dominion Alternative Energy Holdings, Inc.	Assistant Treasurer	10-03-2023	--
	Dominion Atlantic Coast Pipeline, LLC	Assistant Treasurer	10-03-2023	--
	Dominion Capital REMC, Inc.	Assistant Treasurer	10-03-2023	--
	Dominion Capital, Inc.	Assistant Treasurer	10-03-2023	--
	Dominion Energy Birdseye Holdings, Inc.	Assistant Treasurer	10-03-2023	04-05-2024
	Dominion Energy Fuel Services, Inc.	Assistant Treasurer	10-03-2023	--
	Dominion Energy Gas Distribution, LLC	Assistant Treasurer	10-03-2023	--
	Dominion Energy Generation Marketing, Inc.	Assistant Treasurer	10-03-2023	03-06-2024
	Dominion Energy Marketplace, LLC	Assistant Treasurer	10-03-2023	--
	Dominion Energy Nuclear Connecticut, Inc.	Assistant Treasurer	10-03-2023	--
	Dominion Energy Payroll Company, Inc.	Assistant Treasurer	10-03-2023	--
	Dominion Energy Questar Corporation	Assistant Treasurer	10-03-2023	03-06-2024
	Dominion Energy RNG Holdings II, Inc.	Assistant Treasurer	10-03-2023	--
	Dominion Energy RNG Holdings, Inc.	Assistant Treasurer	10-03-2023	--
	Dominion Energy Services, Inc.	Assistant Treasurer	10-03-2023	--
	Dominion Energy Solar CA, LLC	Assistant Treasurer	10-03-2023	--
	Dominion Energy Solutions I, Inc.	Assistant Treasurer	10-03-2023	--
	Dominion Energy South Carolina, Inc.	Assistant Treasurer	10-03-2023	--
	Dominion Energy Southeast Services, Inc.	Assistant Treasurer	10-03-2023	--
	Dominion Energy Technical Solutions, Inc.	Assistant Treasurer	10-03-2023	--
	Dominion Energy Technologies II, Inc.	Assistant Treasurer	10-03-2023	--
	Dominion Energy Technologies, Inc.	Assistant Treasurer	10-03-2023	--
	Dominion Energy Terminal Company, Inc.	Assistant Treasurer	10-03-2023	--
	Dominion Energy Wexpro Services Company	Assistant Treasurer	10-03-2023	05-31-2024
	Dominion Energy, Inc.	Assistant Treasurer	10-05-2023	--
	Dominion Equipment III, Inc.	Assistant Treasurer	10-03-2023	--
	Dominion Equipment, Inc.	Assistant Treasurer	10-03-2023	--
	Dominion Fairless Hills, Inc.	Assistant Treasurer	10-03-2023	--
	Dominion First Source, LLC	Assistant Treasurer	10-03-2023	--
	Dominion Fowler Ridge Wind, LLC	Assistant Treasurer	10-03-2023	--
	Dominion Gas Projects Company, LLC	Assistant Treasurer	10-03-2023	05-31-2024
	Dominion Generation, Inc.	Assistant Treasurer	10-03-2023	--
	Dominion Greenbrier, Inc.	Assistant Treasurer	10-03-2023	--
	Dominion High Voltage Holdings, Inc.	Assistant Treasurer	10-03-2023	--
	Dominion High Voltage MidAtlantic, Inc.	Assistant Treasurer	10-03-2023	--
	Dominion Investments, Inc.	Assistant Treasurer	10-03-2023	--
	Dominion Keystone Pipeline Holdings, Inc.	Assistant Treasurer	10-03-2023	--
	Dominion Keystone Pipeline, LLC	Assistant Treasurer	10-03-2023	--
	Dominion MLP Holding Company III, Inc.	Assistant Treasurer	10-03-2023	--
	Dominion Mt. Storm Wind, LLC	Assistant Treasurer	10-03-2023	--
	Dominion Nuclear Projects, Inc.	Assistant Treasurer	10-03-2023	--
	Dominion Oklahoma Texas Exploration & Production, Inc.	Assistant Treasurer	10-03-2023	--
	Dominion Person, Inc.	Assistant Treasurer	10-03-2023	--
	Dominion Privatization Florida, LLC	Assistant Treasurer	10-03-2023	--
	Dominion Privatization Georgia, LLC	Assistant Treasurer	10-03-2023	--
	Dominion Privatization Holdings, Inc.	Assistant Treasurer	10-03-2023	--
	Dominion Privatization Kentucky, LLC	Assistant Treasurer	10-03-2023	--
	Dominion Privatization Maryland, LLC	Assistant Treasurer	10-03-2023	--
	Dominion Privatization Pennsylvania, LLC	Assistant Treasurer	11-08-2023	--
	Dominion Privatization South Carolina, LLC	Assistant Treasurer	11-08-2023	--
	Dominion Privatization Texas, LLC	Assistant Treasurer	11-08-2023	--
	Dominion Privatization Virginia, LLC	Assistant Treasurer	11-08-2023	--
	Dominion Products and Services, Inc.	Assistant Treasurer	10-03-2023	--
	Dominion Projects Services, Inc.	Assistant Treasurer	10-03-2023	--
	Dominion Retail Gas Holdings, Inc.	Assistant Treasurer	10-03-2023	--
	Dominion Solar Holdings IV, LLC	Assistant Treasurer	10-03-2023	--
	Dominion Solar Projects C, Inc.	Assistant Treasurer	10-03-2023	--
	Dominion Solar Projects D, Inc.	Assistant Treasurer	10-03-2023	--
	Dominion Solar Projects III, Inc.	Assistant Treasurer	10-03-2023	--
	Dominion Solar Projects IV, Inc.	Assistant Treasurer	10-03-2023	--
	Dominion Solar Projects V, Inc.	Assistant Treasurer	10-03-2023	--
	Dominion Solar Projects VI, Inc.	Assistant Treasurer	10-03-2023	--
	Dominion Solar Projects VII, Inc.	Assistant Treasurer	10-03-2023	--
	Dominion Solar Services, Inc.	Assistant Treasurer	10-03-2023	--
	Dominion State Line, LLC	Assistant Treasurer	10-03-2023	--
	Dominion Voltage, Inc.	Assistant Treasurer	10-03-2023	--
	Dominion Wholesale, Inc.	Assistant Treasurer	10-03-2023	--
	Dominion Wind Development, LLC	Assistant Treasurer	10-03-2023	--
	Dominion Wind Projects, Inc.	Assistant Treasurer	10-03-2023	--
	Eagle Holdco Solar, LLC	Assistant Treasurer	10-03-2023	--
	Eagle Solar, LLC	Assistant Treasurer	10-03-2023	--
	Eastern Shore Solar LLC	Assistant Treasurer	10-03-2023	--



Name	Entity	Title	Effective Date	End Date
	ESCT-SA-Suffield, LLC	Assistant Treasurer	10-03-2023	--
	Fall North Carolina Holdco LLC	Assistant Treasurer	09-01-2023	--
	Fall West Holdco LLC	Assistant Treasurer	09-01-2023	05-31-2024
	Fremont Farm, LLC	Assistant Treasurer	10-03-2023	--
	Greensville County Solar Project, LLC	Assistant Treasurer	10-03-2023	--
	Hardin Solar Energy LLC	Assistant Treasurer	10-03-2023	--
	Hecate Energy Cherrydale LLC	Assistant Treasurer	10-03-2023	--
	Hecate Energy Clarke County LLC	Assistant Treasurer	10-03-2023	--
	Innovative Solar 37, LLC	Assistant Treasurer	10-03-2023	--
	Moffett Solar 1, LLC	Assistant Treasurer	10-03-2023	--
	Moorings Farm 2, LLC	Assistant Treasurer	10-03-2023	--
	Mustang Solar, LLC	Assistant Treasurer	10-03-2023	--
	Pickaway County II Solar Project, LLC	Assistant Treasurer	10-03-2023	--
	Pickaway County Solar Project, LLC	Assistant Treasurer	10-03-2023	--
	Pikeville Farm, LLC	Assistant Treasurer	10-03-2023	--
	Prairie Fork Wind Farm, LLC	Assistant Treasurer	10-03-2023	--
	PSNC Blue Ridge Corporation	Assistant Treasurer	10-03-2023	--
	Public Service Company of North Carolina, Incorporated	Assistant Treasurer	10-03-2023	--
	Questar Gas Company	Assistant Treasurer	10-03-2023	05-31-2024
	Questar InfoComm, Inc.	Assistant Treasurer	10-03-2023	05-31-2024
	Ridgeland Solar Farm I, LLC	Assistant Treasurer	10-03-2023	--
	SCANA Corporate Security Services, Inc.	Assistant Treasurer	10-03-2023	--
	SCANA Corporation	Assistant Treasurer	10-03-2023	--
	Scott-II Solar LLC	Assistant Treasurer	10-03-2023	--
	Seabrook Solar, LLC	Assistant Treasurer	10-03-2023	--
	Siler Solar, LLC	Assistant Treasurer	10-03-2023	--
	Sol Madison Solar, LLC	Assistant Treasurer	10-03-2023	--
	South Carolina Fuel Company, Inc.	Assistant Treasurer	10-03-2023	04-05-2024
	South Carolina Generating Company, Inc.	Assistant Treasurer	10-03-2023	--
	Southampton Solar LLC	Assistant Treasurer	10-03-2023	--
	Summit Farms Solar, LLC	Assistant Treasurer	10-03-2023	--
	Sussex Drive Solar Project, LLC	Assistant Treasurer	10-03-2023	--
	The East Ohio Gas Company	Assistant Treasurer	10-03-2023	03-06-2024
	Trask East Solar, LLC	Assistant Treasurer	10-03-2023	--
	TWE Myrtle Solar Project, LLC	Assistant Treasurer	10-03-2023	--
	Vitalia Gichner Holdings, Inc.	Assistant Treasurer	10-03-2023	--
	Virginia Electric and Power Company	Assistant Treasurer	10-03-2023	--
	Virginia Power Fuel Corporation	Assistant Treasurer	10-03-2023	--
	Virginia Power Fuel Securitization, LLC	Assistant Treasurer	02-05-2024	--
	Virginia Power Nuclear Services Company	Assistant Treasurer	10-03-2023	--
	Virginia Power Services Energy Corp., Inc.	Assistant Treasurer	10-03-2023	--
	Virginia Power Services, LLC	Assistant Treasurer	10-03-2023	--
	Virginia Solar 2017 Projects LLC	Assistant Treasurer	10-03-2023	--
	VP Property, Inc.	Assistant Treasurer	10-03-2023	--
	Wakefield Solar, LLC	Assistant Treasurer	10-03-2023	--
	Wexpro Company	Assistant Treasurer	10-03-2023	05-31-2024
	Wexpro Development Company	Assistant Treasurer	10-03-2023	05-31-2024
	Wexpro II Company	Assistant Treasurer	10-03-2023	05-31-2024
	Wilkinson Solar LLC	Assistant Treasurer	10-03-2023	--
	Yemassee Solar, LLC	Assistant Treasurer	10-03-2023	--
Doggett, Karen W.	96WI 8ME LLC	Assistant Secretary	03-23-2017	--
	Align RNG, LLC	Assistant Secretary	09-01-2022	--
	Atlanta Farms Solar Project, LLC	Assistant Secretary	05-12-2022	--
	Atlantic Coast Pipeline, LLC	Assistant Secretary	09-25-2014	--
	Blackville Solar Farm	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, LLC	Assistant Secretary	08-30-2018	--
	Buckeye Plains II Solar Project, LLC	Assistant Secretary	05-12-2022	--
	Buckeye Plains Solar Project, LLC	Assistant Secretary	05-12-2022	--
	Buckingham Solar I LLC	Assistant Secretary	11-21-2016	--
	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 I, Inc.	Assistant Secretary	12-27-2022	--
	Clean Energy Asset USA II, Inc.	Assistant Secretary	12-27-2022	--
	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 Chesterfield Solar, LLC	Assistant Secretary	04-12-2022	--
	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 Solutions Home, Inc.	Assistant Secretary	08-20-2021	--
	DE Solutions Solar CT, Inc.	Assistant Secretary	10-13-2020	--
	DE Solutions Solar Development, LLC	Assistant Secretary	03-25-2021	--
	DE Solutions Solar SC, Inc.	Assistant Secretary	08-06-2020	--
	DE Solutions Solar VA, Inc.	Assistant Secretary	08-14-2019	--
	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	03-06-2024
	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	12-31-2023
	Dominion Capital Ventures Corporation	Secretary	01-01-2014	12-31-2023
	Dominion Capital, Inc.	Secretary	01-01-2014	12-31-2023
	Dominion Cogen WV, Inc.	Assistant Secretary	01-01-2014	--
	Dominion Energy Birdseye Holdings, Inc.	Assistant Secretary	05-05-2021	04-05-2024
	Dominion Energy Fuel Services, Inc.	Assistant Secretary	01-01-2014	--
	Dominion Energy Gas Distribution, LLC	Assistant Corporate Secretary	10-01-2019	03-06-2024
	Dominion Energy Generation Marketing, 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 Payroll Company, Inc.	Assistant Secretary	01-01-2014	--
	Dominion Energy Questar Corporation	Assistant Secretary	09-16-2016	03-06-2024
	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 Solutions I, Inc.	Assistant Secretary	08-30-2018	--
	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	05-31-2024
	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	12-31-2023
	Dominion Fowler Ridge Wind, LLC	Assistant Secretary	01-01-2014	--



Name	Entity	Title	Effective Date	End Date
	Dominion Gas Projects Company, LLC	Assistant Secretary	01-01-2014	05-31-2024
	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	12-31-2023
	Dominion Lands - Williamsburg, Inc.	Secretary	01-01-2014	12-31-2023
	Dominion Lands, Inc.	Secretary	01-01-2014	12-31-2023
	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	11-08-2023	--
	Dominion Privatization South Carolina, LLC	Assistant Secretary	11-08-2023	--
	Dominion Privatization Texas, LLC	Assistant Secretary	11-08-2023	--
	Dominion Privatization Virginia, LLC	Assistant Secretary	11-08-2023	--
	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	12-31-2023
	Dominion Voltage, Inc.	Assistant Secretary	01-01-2014	--
	Dominion Wholesale, Inc.	Assistant Secretary	01-01-2014	--
	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	--
	Fall North Carolina Holdco LLC	Assistant Secretary	09-01-2023	--
	Fall West Holdco LLC	Assistant Secretary	09-01-2023	05-31-2024
	Fremont Farm, LLC	Assistant Secretary	06-29-2017	--

Name	Entity	Title	Effective Date	End Date
	Governor's Land Associates	Secretary	03-31-2017	12-31-2023
	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	--
	Innovative Solar 37, LLC	Assistant Secretary	05-11-2017	--
	Louisiana Hydroelectric Capital, LLC	Secretary	01-01-2014	12-31-2023
	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	--
	Pickaway County II Solar Project, LLC	Assistant Secretary	05-12-2022	--
	Pickaway County Solar Project, LLC	Assistant Secretary	05-12-2022	--
	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	--
	Questar Gas Company	Assistant Secretary	09-16-2016	05-31-2024
	Questar InfoComm, Inc.	Assistant Secretary	09-16-2016	05-31-2024
	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	04-05-2024
	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	12-31-2023
	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	03-06-2024
	Task East Solar, LLC	Assistant Secretary	10-06-2020	--
	TWE Myrtle Solar Project, LLC	Assistant Secretary	08-06-2019	--
	Vidalia Gichner Holdings, Inc.	Secretary	01-01-2014	12-31-2023
	Virginia Electric and Power Company	Assistant Corporate Secretary	01-01-2014	--
	Virginia Power Fuel Corporation	Assistant Secretary	01-01-2014	--
	Virginia Power Fuel Securitization, LLC	Secretary	10-23-2023	12-31-2023
	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	05-31-2024
	Wexpro Development Company	Assistant Secretary	09-16-2016	05-31-2024
	Wexpro II Company	Assistant Secretary	09-16-2016	05-31-2024
	Wilshire Solar LLC	Assistant Secretary	11-18-2019	--
	Yemassee Solar, LLC	Secretary	01-01-2014	12-31-2023
		Assistant Secretary	08-07-2020	--
Duman, L. Wayne	DEO Alternative Fuel, LLC	Vice President - Financial Planning & Analysis	08-30-2021	01-31-2024
	Dominion Energy Fuel Services, Inc.	Vice President - Financial Planning & Analysis	12-01-2019	01-31-2024
	Dominion Energy Services, Inc.	Vice President - Financial Planning & Analysis	12-01-2019	01-31-2024
	Dominion Energy South Carolina, Inc.	Vice President - Financial Planning & Analysis	12-01-2019	01-31-2024
	Public Service Company of North Carolina, Incorporated	Vice President - Financial Planning & Analysis	12-01-2019	01-31-2024
	Questar Gas Company	Vice President - Financial Planning & Analysis	12-01-2019	01-31-2024
	The East Ohio Gas Company	Vice President - Financial Planning & Analysis	12-01-2019	01-31-2024
	Virginia Electric and Power Company	Vice President - Financial Planning & Analysis	12-01-2019	01-31-2024
	Virginia Power Services Energy Corp., Inc.	Vice President - Financial Planning & Analysis	12-01-2019	01-31-2024
Evans, Jonathan T.	96WI 8ME LLC	Assistant Treasurer	09-01-2020	--
	Atlanta Farms Solar Project, LLC	Assistant Treasurer	05-12-2022	--
	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, LLC	Assistant Treasurer	09-01-2020	--
	Buckeye Plains II Solar Project, LLC	Assistant Treasurer	05-12-2022	--
	Buckeye Plains Solar Project, LLC	Assistant Treasurer	05-12-2022	--
	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 I, Inc.	Assistant Treasurer	12-27-2022	--
	Clean Energy Asset USA II, Inc.	Assistant Treasurer	12-27-2022	--
	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 Chesterfield Solar, LLC	Assistant Treasurer	04-12-2022	--
	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	--
	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 Solutions Home, Inc.	Assistant Treasurer	08-20-2021	--
	DE Solutions Solar CT, Inc.	Assistant Treasurer	10-13-2020	--
	DE Solutions Solar Development, LLC	Assistant Treasurer	03-25-2021	--
	DE Solutions Solar SC, Inc.	Assistant Treasurer	09-01-2020	--
	DE Solutions Solar VA, Inc.	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	03-06-2024
	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	04-05-2024
	Dominion Energy Fuel Services, Inc.	Assistant Treasurer	09-01-2020	--
	Dominion Energy Gas Distribution, LLC	Assistant Treasurer	09-01-2020	13-06-2024
	Dominion Energy Generation Marketing, Inc.	Assistant Treasurer	09-01-2020	--
	Dominion Energy Marketplace, LLC	Assistant Treasurer	09-01-2020	--

Name	Entity	Title	Effective Date	End Date
	Dominion Energy Nuclear Connecticut, Inc.	Assistant Treasurer	09-01-2020	--
	Dominion Energy Questar Corporation	Assistant Treasurer	09-01-2020	03-06-2024
	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 Solutions I, Inc.	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	05-31-2024
	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	05-31-2024
	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 Holdco 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 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 Holco 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	--
	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	--
	Pickaway County II Solar Project, LLC	Assistant Treasurer	05-12-2022	--
	Pickaway County Solar Project, LLC	Assistant Treasurer	05-12-2022	--
	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 Compan	Assistant Treasurer	09-01-2020	--
	Public Service Company of North Carolina, Incorporate	Assistant Treasurer	09-01-2020	--
	Questar Gas Company	Assistant Treasurer	09-01-2020	05-31-2024
	Questar InfoComm, Inc.	Assistant Treasurer	09-01-2020	05-31-2024
	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	04-05-2024
	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 Compan	Assistant Treasurer	09-01-2020	03-06-2024
	Trask East Solar, LLC	Assistant Treasurer	10-06-2020	--
	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	05-31-2024
	Wexpro Development Company	Assistant Treasurer	09-01-2020	05-31-2024
	Wexpro II Company	Assistant Treasurer	09-01-2020	05-31-2024
	Wilkinson Solar LLC	Assistant Treasurer	09-01-2020	--
	Wilshire Holdings, LLC	Assistant Treasurer	09-01-2020	--
	Yemassee Solar, LLC	Assistant Treasurer	09-01-2020	--
Johnson, Darius A.	96WI 8ME LLC	Vice President and Treasurer	04-01-2022	01-31-2024
	Atlanta Farms Solar Project, LLC	Vice President and Treasurer	05-12-2022	01-31-2024
	Blackville Solar Farm, LLC	Vice President and Treasurer	04-01-2022	01-31-2024
	Blue Ocean Energy Marine, LLC	Vice President and Treasurer	04-01-2022	01-31-2024
	BOE Holdings, Inc.	Vice President and Treasurer	04-01-2022	01-31-2024
	BrightSuite Home, LLC	Vice President and Treasurer	04-01-2022	01-31-2024
	Buckeye Plains II Solar Project, LLC	Vice President and Treasurer	05-12-2022	01-31-2024

Name	Entity	Title	Effective Date	End Date
	Buckeye Plains Solar Project, LLC	Vice President and Treasurer	05-12-2022	01-31-2024
	Buckingham Solar I LLC	Vice President and Treasurer	04-01-2022	01-31-2024
	CEA Dairy RNG Colorado, LLC	Vice President and Treasurer	04-01-2022	01-31-2024
	CEA Dairy RNG Georgia, LLC	Vice President and Treasurer	04-01-2022	01-31-2024
	CEA Dairy RNG Idaho, LLC	Vice President and Treasurer	04-01-2022	01-31-2024
	CEA Dairy RNG Kansas, LLC	Vice President and Treasurer	04-01-2022	01-31-2024
	CEA Dairy RNG Nevada, LLC	Vice President and Treasurer	04-01-2022	01-31-2024
	CEA Dairy RNG New Mexico, LLC	Vice President and Treasurer	04-01-2022	01-31-2024
	CEA Dairy RNG Texas, LLC	Vice President and Treasurer	04-01-2022	01-31-2024
	Clean Energy Asset USA I, Inc.	Vice President and Treasurer	12-27-2022	01-31-2024
	Clean Energy Asset USA II, Inc.	Vice President and Treasurer	12-27-2022	01-31-2024
	Clean Energy Asset USA LLC	Vice President and Treasurer	04-01-2022	01-31-2024
	Clean Energy Enterprises, Inc.	Vice President and Treasurer	04-01-2022	01-31-2024
	Clipperton Holdings LLC	Vice President and Treasurer	04-01-2022	01-31-2024
	CNG Coal Company	Vice President and Treasurer	04-01-2022	01-31-2024
	CNG Power Services Corporation	Vice President and Treasurer	04-01-2022	01-31-2024
	Correctional Solar LLC	Vice President and Treasurer	04-01-2022	01-31-2024
	Dairy RNG Holdings, LLC	Vice President and Treasurer	04-01-2022	01-31-2024
	DE Affington Solar, LLC	Vice President and Treasurer	04-01-2022	01-31-2024
	DE Chesterfield Solar, LLC	Vice President and Treasurer	04-12-2022	01-31-2024
	DE Fluvanna Solar, LLC	Vice President and Treasurer	04-01-2022	01-31-2024
	DE Hanover Solar, LLC	Vice President and Treasurer	04-01-2022	01-31-2024
	DE Henrico Solar, LLC	Vice President and Treasurer	04-01-2022	01-31-2024
	DE King William Solar, LLC	Vice President and Treasurer	04-01-2022	01-31-2024
	DE Louisa Solar, LLC	Vice President and Treasurer	04-01-2022	01-31-2024
	DE Newport News Solar, LLC	Vice President and Treasurer	04-01-2022	01-31-2024
	DE Powhatan Solar, LLC	Vice President and Treasurer	04-01-2022	01-31-2024
	DE Solutions Home, Inc.	Vice President and Treasurer	04-01-2022	01-31-2024
	DE Solutions Solar CT, Inc.	Vice President and Treasurer	04-01-2022	01-31-2024
	DE Solutions Solar Development, LLC	Vice President and Treasurer	04-01-2022	01-31-2024
	DE Solutions Solar SC, Inc.	Vice President and Treasurer	04-01-2022	01-31-2024
	DE Solutions Solar VA, Inc.	Vice President and Treasurer	04-01-2022	01-31-2024
	DE Virginia Beach Solar, LLC	Vice President and Treasurer	04-01-2022	01-31-2024
	DECP Holdings, Inc.	Vice President and Treasurer	04-01-2022	01-31-2024
	Denmark Solar, LLC	Vice President and Treasurer	04-01-2022	01-31-2024
	DEO Alternative Fuel, LLC	Vice President and Treasurer	04-01-2022	01-31-2024
	Dominion ACP Holding, Inc.	Vice President and Treasurer	04-01-2022	01-31-2024
	Dominion Alternative Energy Holdings, Inc.	Vice President and Treasurer	04-01-2022	01-31-2024
	Dominion Atlantic Coast Pipeline, LLC	Vice President and Treasurer	04-01-2022	01-31-2024
	Dominion Capital REMIC, Inc.	Vice President and Treasurer	04-01-2022	01-31-2024
	Dominion Cogen WV, Inc.	Vice President and Treasurer	04-01-2022	01-31-2024
	Dominion Energy Birdseye Holdings, Inc.	Vice President and Treasurer	04-01-2022	01-31-2024
	Dominion Energy Fuel Services, Inc.	Vice President and Treasurer	04-01-2022	01-31-2024
	Dominion Energy Gas Distribution, LLC	Vice President and Treasurer	04-01-2022	01-31-2024
	Dominion Energy Generation Marketing, Inc.	Vice President and Treasurer	04-01-2022	01-31-2024
	Dominion Energy Marketplace, LLC	Vice President and Treasurer	04-01-2022	01-31-2024
	Dominion Energy Nuclear Connecticut, Inc.	Vice President and Treasurer	04-01-2022	01-31-2024
	Dominion Energy Payroll Company, Inc.	Vice President and Treasurer	04-01-2022	01-31-2024
	Dominion Energy Questar Corporation	Vice President and Treasurer	04-01-2022	01-31-2024
	Dominion Energy RNG Holdings II, Inc.	Vice President and Treasurer	04-01-2022	01-31-2024
	Dominion Energy RNG Holdings, Inc.	Vice President and Treasurer	04-01-2022	01-31-2024
	Dominion Energy Services, Inc.	Vice President and Treasurer	04-01-2022	01-31-2024
	Dominion Energy Solar CA, LLC	Vice President and Treasurer	04-01-2022	01-31-2024
	Dominion Energy Solutions I, Inc.	Vice President and Treasurer	04-01-2022	01-31-2024
	Dominion Energy South Carolina, Inc.	Vice President and Treasurer	04-01-2022	01-31-2024
	Dominion Energy Southeast Services, Inc.	Vice President and Treasurer	04-01-2022	01-31-2024
	Dominion Energy Technical Solutions, Inc.	Vice President and Treasurer	04-01-2022	01-31-2024
	Dominion Energy Technologies II, Inc.	Vice President and Treasurer	04-01-2022	01-31-2024
	Dominion Energy Technologies, Inc.	Vice President and Treasurer	04-01-2022	01-31-2024
	Dominion Energy Terminal Company, Inc.	Vice President and Treasurer	04-01-2022	01-31-2024
	Dominion Energy Wexpro Services Company	Vice President and Treasurer	04-01-2022	01-31-2024
	Dominion Energy, Inc.	Vice President and Treasurer	04-01-2022	01-31-2024
	Dominion Equipment III, Inc.	Vice President and Treasurer	04-01-2022	01-31-2024
	Dominion Equipment, Inc.	Vice President and Treasurer	04-01-2022	01-31-2024
	Dominion Fairless Hills, Inc.	Vice President and Treasurer	04-01-2022	01-31-2024
	Dominion Fowler Ridge Wind, LLC	Vice President and Treasurer	04-01-2022	01-31-2024
	Dominion Gas Projects Company, LLC	Vice President and Treasurer	04-01-2022	01-31-2024
	Dominion Generation, Inc.	Vice President and Treasurer	04-01-2022	01-31-2024
	Dominion Greenbrier, Inc.	Vice President and Treasurer	04-01-2022	01-31-2024
	Dominion High Voltage Holdings, Inc.	Vice President and Treasurer	04-01-2022	01-31-2024
	Dominion High Voltage MidAtlantic, Inc.	Vice President and Treasurer	04-01-2022	01-31-2024
	Dominion Investments, Inc.	Vice President and Treasurer	04-01-2022	01-31-2024
	Dominion Keystone Pipeline Holdings, Inc.	Vice President and Treasurer	04-01-2022	01-31-2024
	Dominion Keystone Pipeline, LLC	Vice President and Treasurer	04-01-2022	01-31-2024
	Dominion Land Management Company - Williamsburg	Vice President and Treasurer	04-01-2022	01-31-2024
	Dominion Lands - Williamsburg, Inc.	Vice President and Treasurer	04-01-2022	01-31-2024
	Dominion MLP Holding Company III, Inc.	Vice President and Treasurer	04-01-2022	01-31-2024
	Dominion Mt. Storm Wind, LLC	Vice President and Treasurer	04-01-2022	01-31-2024
	Dominion Nuclear Projects, Inc.	Vice President and Treasurer	04-01-2022	01-31-2024
	Dominion Oklahoma Texas Exploration & Production, Inc.	Vice President and Treasurer	04-01-2022	01-31-2024
	Dominion Person, Inc.	Vice President and Treasurer	04-01-2022	01-31-2024
	Dominion Privatization Florida, LLC	Vice President and Treasurer	04-01-2022	01-31-2024
	Dominion Privatization Georgia, LLC	Vice President and Treasurer	04-01-2022	01-31-2024
	Dominion Privatization Holdings, Inc.	Vice President and Treasurer	04-01-2022	01-31-2024
	Dominion Privatization Kentucky, LLC	Vice President and Treasurer	04-01-2022	01-31-2024
	Dominion Privatization Maryland, LLC	Vice President and Treasurer	04-01-2022	01-31-2024
	Dominion Products and Services, Inc.	Vice President and Treasurer	04-01-2022	01-31-2024
	Dominion Projects Services, Inc.	Vice President and Treasurer	04-01-2022	01-31-2024
	Dominion Retail Gas Holdings, Inc.	Vice President and Treasurer	04-01-2022	01-31-2024
	Dominion Solar Holdings IV, LLC	Vice President and Treasurer	04-01-2022	01-31-2024
	Dominion Solar Projects C, Inc.	Vice President and Treasurer	04-01-2022	01-31-2024
	Dominion Solar Projects D, Inc.	Vice President and Treasurer	04-01-2022	01-31-2024
	Dominion Solar Projects III, Inc.	Vice President and Treasurer	04-01-2022	01-31-2024
	Dominion Solar Projects IV, Inc.	Vice President and Treasurer	04-01-2022	01-31-2024
	Dominion Solar Projects V, Inc.	Vice President and Treasurer	04-01-2022	01-31-2024
	Dominion Solar Projects VI, Inc.	Vice President and Treasurer	04-01-2022	01-31-2024
	Dominion Solar Projects VII, Inc.	Vice President and Treasurer	04-01-2022	01-31-2024
	Dominion Solar Services, Inc.	Vice President and Treasurer	04-01-2022	01-31-2024
	Dominion State Line, LLC	Vice President and Treasurer	04-01-2022	01-31-2024
	Dominion Systems Group, LLC	Vice President and Treasurer	04-01-2022	01-31-2024
	Dominion Voltage, Inc.	Vice President and Treasurer	04-01-2022	01-31-2024
	Dominion Wholesale, Inc.	Vice President and Treasurer	04-01-2022	01-31-2024
	Dominion Wind Development, LLC	Vice President and Treasurer	04-01-2022	01-31-2024
	Dominion Wind Projects, Inc.	Vice President and Treasurer	04-01-2022	01-31-2024
	Eagle Holdco Solar, LLC	Vice President and Treasurer	04-01-2022	01-31-2024
	Eagle Solar, LLC	Vice President and Treasurer	04-01-2022	01-31-2024
	Eastern Shore Solar LLC	Vice President and Treasurer	04-01-2022	01-31-2024
	ESCT-SA-Suffield, LLC	Vice President and Treasurer	04-01-2022	01-31-2024
	Fall North Carolina Holdco LLC	Vice President and Treasurer	09-01-2023	01-31-2024
	Fall West Holdco LLC	Vice President and Treasurer	09-01-2023	01-31-2024
	Fremont Farm, LLC	Vice President and Treasurer	04-01-2022	01-31-2024
	Governor's Land Associates	Vice President and Treasurer	04-01-2022	01-31-2024
	Greensville County Solar Project, LLC	Vice President and Treasurer	04-01-2022	01-31-2024
	Hardin Solar Energy LLC	Vice President and Treasurer	04-01-2022	01-31-2024
	Hecate Energy Cherrydale LLC	Vice President and Treasurer	04-01-2022	01-31-2024
	Hecate Energy Clarke County LLC	Vice President and Treasurer	04-01-2022	01-31-2024
	Innovative Solar 37, LLC	Vice President and Treasurer	04-01-2022	01-31-2024
	Moffett Solar 1, LLC	Vice President and Treasurer	04-01-2022	01-31-2024
	Mooring Farm 2, LLC	Vice President and Treasurer	04-01-2022	01-31-2024
	Mustang Solar, LLC	Vice President and Treasurer	04-01-2022	01-31-2024
	Pickaway County II Solar Project, LLC	Vice President and Treasurer	05-12-2022	01-31-2024
	Pickaway County Solar Project, LLC	Vice President and Treasurer	05-12-2022	01-31-2024
	Pikeville Farm, LLC	Vice President and Treasurer	04-01-2022	01-31-2024
	Prairie Fork Wind Farm, LLC	Vice President and Treasurer	04-01-2022	01-31-2024
	PSNC Blue Ridge Corporation	Vice President and Treasurer	04-01-2022	01-31-2024
	PSNC Cardinal Pipeline Company	Vice President and Treasurer	04-01-2022	01-31-2024
	Public Service Company of North Carolina, Incorporated	Vice President and Treasurer	04-01-2022	01-31-2024
	Questar Gas Company	Vice President and Treasurer	04-01-2022	01-31-2024
	Questar InfoComm, Inc.	Vice President and Treasurer	04-01-2022	01-31-2024

Name	Entity	Title	Effective Date	End Date
	Ridgeland Solar Farm I, LLC	Vice President and Treasurer	04-01-2022	01-31-2024
	SCANA Corporate Security Services, Inc.	Vice President and Treasurer	04-01-2022	01-31-2024
	SCANA Corporation	Vice President and Treasurer	04-01-2022	01-31-2024
	Scott II Solar LLC	Vice President and Treasurer	04-01-2022	01-31-2024
	Seabrook Solar, LLC	Vice President and Treasurer	04-01-2022	01-31-2024
	Siler Solar, LLC	Vice President and Treasurer	04-01-2022	01-31-2024
	Sol Madison Solar, LLC	Vice President and Treasurer	04-01-2022	01-31-2024
	South Carolina Fuel Company, Inc.	Vice President and Treasurer	04-01-2022	01-31-2024
	South Carolina Generating Company, Inc.	Vice President and Treasurer	04-01-2022	01-31-2024
	Southampton Solar LLC	Vice President and Treasurer	04-01-2022	01-31-2024
	Stonehouse Development Company, LLC	Vice President and Treasurer	04-01-2022	01-31-2024
	Summit Farms Solar, LLC	Vice President and Treasurer	04-01-2022	01-31-2024
	Sussex Drive Solar Project, LLC	Vice President and Treasurer	04-01-2022	01-31-2024
	The East Ohio Gas Company	Vice President and Treasurer	04-01-2022	01-31-2024
	Trask East Solar, LLC	Vice President and Treasurer	04-01-2022	01-31-2024
	TWE Myrtle Solar Project, LLC	Vice President and Treasurer	04-01-2022	01-31-2024
	Vidalia Gichner Holdings, Inc.	Vice President and Treasurer	04-01-2022	01-31-2024
	Virginia Electric and Power Company	Vice President and Treasurer	04-01-2022	01-31-2024
	Virginia Power Fuel Corporation	Vice President and Treasurer	04-01-2022	01-31-2024
	Virginia Power Nuclear Services Company	Vice President and Treasurer	04-01-2022	01-31-2024
	Virginia Power Services Energy Corp., Inc.	Vice President and Treasurer	04-01-2022	01-31-2024
	Virginia Power Services, LLC	Vice President and Treasurer	04-01-2022	01-31-2024
	Virginia Solar 2017 Projects LLC	Vice President and Treasurer	04-01-2022	01-31-2024
	VP Property, Inc.	Vice President and Treasurer	04-01-2022	01-31-2024
	Wakefield Solar, LLC	Vice President and Treasurer	04-01-2022	01-31-2024
	Wexpro Company	Vice President and Treasurer	04-01-2022	01-31-2024
	Wexpro Development Company	Vice President and Treasurer	04-01-2022	01-31-2024
	Wexpro II Company	Vice President and Treasurer	04-01-2022	01-31-2024
	Wilkinson Solar LLC	Vice President and Treasurer	04-01-2022	01-31-2024
	Wilshire Holdings, LLC	Vice President and Treasurer	04-01-2022	01-31-2024
	Yemassee Solar, LLC	Vice President and Treasurer	04-01-2022	01-31-2024
Kaiz, Lee D.	Align RNG, LLC	Vice President - Finance	10-01-2021	--
	CEA Dairy RNG Colorado, LLC	Vice President - Financial Management	11-01-2020	01-31-2024
	CEA Dairy RNG Georgia, LLC	Vice President - Financial Management	11-01-2020	01-31-2024
	CEA Dairy RNG Idaho, LLC	Vice President - Financial Management	01-11-2021	01-31-2024
	CEA Dairy RNG Kansas, LLC	Vice President - Financial Management	03-03-2021	01-31-2024
	CEA Dairy RNG Nevada, LLC	Vice President - Financial Management	11-01-2020	01-31-2024
	CEA Dairy RNG New Mexico, LLC	Vice President - Financial Management	12-01-2019	01-31-2024
	CEA Dairy RNG Texas, LLC	Vice President - Financial Management	11-01-2020	01-31-2024
	Clean Energy Asset USA I, Inc	Vice President - Financial Management	12-27-2022	01-31-2024
	Clean Energy Asset USA II, Inc	Vice President - Financial Management	12-27-2022	01-31-2024
	Clean Energy Asset USA LLC	Vice President - Financial Management	11-01-2020	01-31-2024
	Clean Energy Enterprises, Inc	Vice President - Financial Management	12-01-2019	01-31-2024
	CNG Coal Company	Vice President - Financial Management	11-01-2020	01-31-2024
	Dairy RNG Holdings, LLC	Vice President - Financial Management	11-01-2020	01-31-2024
	DEO Alternative Fuel, LLC	Vice President - Financial Management	08-30-2021	01-31-2024
	Dominion ACP Holding, Inc	Vice President - Financial Management	11-01-2020	01-31-2024
	Dominion Atlantic Coast Pipeline, LLC	Vice President - Financial Management	11-01-2020	01-31-2024
	Dominion Energy Fuel Services, Inc	Vice President - Financial Management	12-01-2019	01-31-2024
	Dominion Energy Gas Distribution, LLC	Vice President - Financial Management	12-01-2019	01-31-2024
	Dominion Energy Questar Corporation	Vice President - Financial Management	12-01-2019	01-31-2024
	Dominion Energy RNG Holdings II, Inc	Vice President - Financial Management	11-01-2020	01-31-2024
	Dominion Energy RNG Holdings, Inc	Vice President - Financial Management	11-01-2020	01-31-2024
	Dominion Energy Wexpro Services Company	Vice President - Financial Management	12-01-2019	01-31-2024
	Dominion Greenbrier, Inc	Vice President - Financial Management	11-01-2020	01-31-2024
	Dominion Keystone Pipeline Holdings, Inc	Vice President - Financial Management	11-01-2020	01-31-2024
	Dominion Keystone Pipeline, LLC	Vice President - Financial Management	11-01-2020	01-31-2024
	Dominion MLP Holding Company III, Inc	Vice President - Financial Management	11-01-2020	01-31-2024
	Dominion Oklahoma Texas Exploration & Production, Inc	Vice President - Financial Management	11-01-2020	01-31-2024
	Dominion Products and Services, Inc	Vice President - Financial Management	11-01-2020	01-31-2024
	Dominion Retail Gas Holdings, Inc	Vice President - Financial Management	11-01-2020	01-31-2024
	PSNC Blue Ridge Corporation	Vice President - Financial Management	12-01-2019	01-31-2024
	PSNC Cardinal Pipeline Company	Vice President - Financial Management	12-01-2019	01-31-2024
	Public Service Company of North Carolina, Incorporated	Vice President - Financial Management	12-01-2019	01-31-2024
	Questar Gas Company	Vice President - Financial Management	12-01-2019	01-31-2024
	Questar InfoComm, Inc	Vice President - Financial Management	11-01-2020	01-31-2024
	The East Ohio Gas Company	Vice President - Financial Management	12-01-2019	01-31-2024
	Wexpro Company	Vice President - Financial Management	12-01-2019	01-31-2024
	Wexpro Development Company	Vice President - Financial Management	12-01-2019	01-31-2024
	Wexpro II Company	Vice President - Financial Management	01-31-2019	--
McCoy, Leighton C.	Clean Energy Enterprises, Inc	Vice President - Distribution Technical Service	10-01-2019	03-06-2024
	DEO Alternative Fuel, LLC	Vice President - Distribution Technical Service	08-30-2021	03-06-2024
	Dominion Energy Gas Distribution, LLC	Vice President - Distribution Technical Service	12-01-2019	03-06-2024
	Dominion Energy Wexpro Services Company	Vice President - Distribution Technical Service	12-01-2019	03-06-2024
	PSNC Blue Ridge Corporation	Vice President - Distribution Technical Service	10-01-2019	03-06-2024
	PSNC Cardinal Pipeline Company	Vice President - Distribution Technical Service	10-01-2019	03-06-2024
	Public Service Company of North Carolina, Incorporated	Vice President - Distribution Technical Service	10-01-2019	03-06-2024
	Questar Gas Company	Vice President - Distribution Technical Service	10-01-2019	03-06-2024
	The East Ohio Gas Company	Vice President - Distribution Technical Service	10-01-2019	03-06-2024
	Wexpro Company	Vice President - Distribution Technical Services	10-01-2019	03-06-2024
	Wexpro Development Company	Vice President - Distribution Technical Services	10-01-2019	03-06-2024
	Wexpro II Company	Vice President - Distribution Technical Services	10-01-2019	03-06-2024
Miskowski, Jeffrey G.	SEW ME LLC	Vice President - Project Constructor	06-01-2023	--
	Atlanta Farms Solar Project, LLC	Vice President - Project Constructor	06-01-2023	--
	Blackville Solar Farm, LLC	Vice President - Project Constructor	06-01-2023	--
	Blue Ocean Energy Marine, LLC	Vice President - Project Constructor	06-01-2023	--
	BOE Holdings, Inc.	Vice President - Project Constructor	06-01-2023	--
	BrightSuite Home, LLC	Vice President - Project Constructor	06-01-2023	--
	Buckeye Plains II Solar Project, LLC	Vice President - Project Constructor	06-01-2023	--
	Buckeye Plains Solar Project, LLC	Vice President - Project Constructor	06-01-2023	--
	Buckingham Solar I, LLC	Vice President - Project Constructor	06-01-2023	--
	CEA Dairy RNG Colorado, LLC	Vice President - Project Constructor	06-01-2023	--
	CEA Dairy RNG Georgia, LLC	Vice President - Project Constructor	06-01-2023	--
	CEA Dairy RNG Idaho, LLC	Vice President - Project Constructor	06-01-2023	--
	CEA Dairy RNG Kansas, LLC	Vice President - Project Constructor	06-01-2023	--
	CEA Dairy RNG Nevada, LLC	Vice President - Project Constructor	06-01-2023	--
	CEA Dairy RNG New Mexico, LLC	Vice President - Project Constructor	06-01-2023	--
	CEA Dairy RNG Texas, LLC	Vice President - Project Constructor	06-01-2023	--
	Clean Energy Asset USA I, Inc	Vice President - Project Constructor	06-01-2023	--
	Clean Energy Asset USA II, Inc	Vice President - Project Constructor	06-01-2023	--
	Clean Energy Asset USA LLC	Vice President - Project Constructor	06-01-2023	--
	Clipperton Holdings LLC	Vice President - Project Constructor	06-01-2023	--
	Correctorial Solar LLC	Vice President - Project Constructor	06-01-2023	--
	Dairy RNG Holdings, LLC	Vice President - Project Constructor	06-01-2023	--
	DE Arlington Solar, LLC	Vice President - Project Constructor	06-01-2023	--
	DE Chesterfield Solar, LLC	Vice President - Project Constructor	06-01-2023	--
	DE Fluvanna Solar, LLC	Vice President - Project Constructor	06-01-2023	--
	DE Hanover Solar, LLC	Vice President - Project Constructor	06-01-2023	--
	DE Henrico Solar, LLC	Vice President - Project Constructor	06-01-2023	--
	DE King William Solar, LLC	Vice President - Project Constructor	06-01-2023	--
	DE Louisa Solar, LLC	Vice President - Project Constructor	06-01-2023	--
	DE Newport News Solar, LLC	Vice President - Project Constructor	06-01-2023	--
	DE Powhatan Solar, LLC	Vice President - Project Constructor	06-01-2023	--
	DE Solutions Home, Inc	Vice President - Project Constructor	06-01-2023	--
	DE Solutions Solar CT, Inc	Vice President - Project Constructor	06-01-2023	--
	DE Solutions Solar Development, LLC	Vice President - Project Constructor	06-01-2023	--
	DE Solutions Solar SC, Inc	Vice President - Project Constructor	06-01-2023	--
	DE Solutions Solar VA, Inc	Vice President - Project Constructor	06-01-2023	--
	DE Virginia Beach Solar, LLC	Vice President - Project Constructor	06-01-2023	--
	Denmark Solar, LLC	Vice President - Project Constructor	06-01-2023	--
	Dominion ACP Holding, Inc	Vice President - Project Constructor	06-01-2023	--
	Dominion Atlantic Coast Pipeline, LLC	Vice President - Project Constructor	06-01-2023	--
	Dominion Energy Birdseye Holdings, Inc	Vice President - Project Constructor	06-01-2023	04-05-2024
	Dominion Energy Marketplace, LLC	Vice President - Project Constructor	06-01-2023	--
	Dominion Energy Nuclear Connecticut, Inc	Vice President - Project Constructor	06-01-2023	--
	Dominion Energy RNG Holdings II, Inc	Vice President - Project Constructor	06-01-2023	--
	Dominion Energy RNG Holdings, Inc	Vice President - Project Constructor	06-01-2023	--
	Dominion Energy Services, Inc	Vice President - Project Constructor	06-27-2023	--
	Dominion Energy Solar CA, LLC	Vice President - Project Constructor	06-01-2023	--
	Dominion Energy Solutions I, Inc	Vice President - Project Constructor	06-01-2023	--
	Dominion Energy Technical Solutions, Inc	Vice President - Project Constructor	06-01-2023	--
	Dominion Fairless Hills, Inc	Vice President - Project Constructor	06-01-2023	--
	Dominion Generation, Inc	Vice President - Project Constructor	06-01-2023	--

Name	Entity	Title	Effective Date	End Date
	Dominion High Voltage Holdings, Inc	Vice President - Project Constructor	06-01-2023	--
	Dominion High Voltage MidAtlantic, Inc	Vice President - Project Constructor	06-01-2023	--
	Dominion Mt. Storm Wind, LLC	Vice President - Project Constructor	06-01-2023	--
	Dominion Nuclear Projects, Inc	Vice President - Project Constructor	06-01-2023	--
	Dominion Privatization Florida, LLC	Vice President - Project Constructor	06-01-2023	--
	Dominion Privatization Georgia, LLC	Vice President - Project Constructor	06-01-2023	--
	Dominion Privatization Holdings, Inc	Vice President - Project Constructor	06-01-2023	--
	Dominion Privatization Kentucky, LLC	Vice President - Project Constructor	06-01-2023	--
	Dominion Privatization Maryland, LLC	Vice President - Project Constructor	06-01-2023	--
	Dominion Solar Holdings IV, LLC	Vice President - Project Constructor	06-01-2023	--
	Dominion Solar Projects C, Inc	Vice President - Project Constructor	06-01-2023	--
	Dominion Solar Projects D, Inc	Vice President - Project Constructor	06-01-2023	--
	Dominion Solar Projects III, Inc	Vice President - Project Constructor	06-01-2023	--
	Dominion Solar Projects IV, Inc	Vice President - Project Constructor	06-01-2023	--
	Dominion Solar Projects V, Inc	Vice President - Project Constructor	06-01-2023	--
	Dominion Solar Projects VI, Inc	Vice President - Project Constructor	06-01-2023	--
	Dominion Solar Projects VII, Inc	Vice President - Project Constructor	06-01-2023	--
	Dominion Solar Services, Inc	Vice President - Project Constructor	06-01-2023	--
	Dominion Wholesale, Inc	Vice President - Project Constructor	06-01-2023	--
	Dominion Wind Development, LLC	Vice President - Project Constructor	06-01-2023	--
	Dominion Wind Projects, Inc.	Vice President - Project Constructor	06-01-2023	--
	Eagle Holdco Solar, LLC	Vice President - Project Constructor	06-01-2023	--
	Eagle Solar, LLC	Vice President - Project Constructor	06-01-2023	--
	Eastern Shore Solar LLC	Vice President - Project Constructor	06-01-2023	--
	ESCT-SA-Suffield, LLC	Vice President - Project Constructor	06-01-2023	--
	Fremont Farm, LLC	Vice President - Project Constructor	06-01-2023	--
	Greensville County Solar Project, LLC	Vice President - Project Constructor	06-01-2023	--
	Hardin Solar Energy LLC	Vice President - Project Constructor	06-01-2023	--
	Hecate Energy Cherrydale LLC	Vice President - Project Constructor	06-01-2023	--
	Hecate Energy Clarke County LLC	Vice President - Project Constructor	06-01-2023	--
	Innovative Solar 37, LLC	Vice President - Project Constructor	06-01-2023	--
	Moffett Solar 1, LLC	Vice President - Project Constructor	06-01-2023	--
	Moorings Farm 2, LLC	Vice President - Project Constructor	06-01-2023	--
	Mustang Solar, LLC	Vice President - Project Constructor	06-01-2023	--
	Pickaway County II Solar Project, LLC	Vice President - Project Constructor	06-01-2023	--
	Pickaway County Solar Project, LLC	Vice President - Project Constructor	06-01-2023	--
	Pikeville Farm, LLC	Vice President - Project Constructor	06-01-2023	--
	Prairie Fork Wind Farm, LLC	Vice President - Project Constructor	06-01-2023	--
	Questar Gas Company	Vice President - Project Constructor	06-01-2023	05-31-2024
	Questar InfoComm, Inc	Vice President - Project Constructor	06-01-2023	05-31-2024
	Ridgeland Solar Farm I, LLC	Vice President - Project Constructor	06-01-2023	--
	Scott-II Solar LLC	Vice President - Project Constructor	06-01-2023	--
	Seabrook Solar, LLC	Vice President - Project Constructor	06-01-2023	--
	Siler Solar, LLC	Vice President - Project Constructor	06-01-2023	--
	Sol Madison Solar, LLC	Vice President - Project Constructor	06-01-2023	04-05-2024
	Southampton Solar LLC	Vice President - Project Constructor	06-01-2023	--
	Summit Farms Solar, LLC	Vice President - Project Constructor	06-01-2023	--
	Sussex Drive Solar Project, LLC	Vice President - Project Constructor	06-01-2023	--
	Trask East Solar, LLC	Vice President - Project Constructor	06-01-2023	--
	TWE Myrtle Solar Project, LLC	Vice President - Project Constructor	06-01-2023	--
	Virginia Electric and Power Compan	Vice President - Project Constructor	06-01-2023	--
	Virginia Solar 2017 Projects LLC	Vice President - Project Constructor	06-01-2023	--
	Wakefield Solar, LLC	Vice President - Project Constructor	06-01-2023	--
	Wilkinson Solar LLC	Vice President - Project Constructor	06-01-2023	--
	Yemassee Solar, LLC	Vice President - Project Constructor	06-01-2023	--
Mitchell, Mark D.	96WI 8ME LLC	Senior Vice President - Project Constructor	09-01-2020	--
	Atlanta Farms Solar Project, LLC	Senior Vice President - Project Constructor	05-12-2022	--
	Blackville Solar Farm, LLC	Senior Vice President - Project Constructor	09-01-2020	--
	Blue Ocean Energy Marine, LLC	Senior Vice President - Project Constructor	09-01-2020	--
	BOE Holdings, Inc.	Senior Vice President - Project Constructor	09-01-2020	--
	BrightSuite Home, LLC	Senior Vice President - Project Constructor	09-01-2020	--
	Buckeye Plains II Solar Project, LLC	Senior Vice President - Project Constructor	05-12-2022	--
	Buckeye Plains Solar Project, LLC	Senior Vice President - Project Constructor	05-12-2022	--
	Buckingham Solar I LLC	Senior Vice President - Project Constructor	09-01-2020	--
	CEA Dairy RNG Colorado, LLC	Senior Vice President - Project Constructor	09-01-2020	--
	CEA Dairy RNG Georgia, LLC	Senior Vice President - Project Constructor	09-01-2020	--
	CEA Dairy RNG Idaho, LLC	Senior Vice President - Project Constructor	01-11-2021	--
	CEA Dairy RNG Kansas, LLC	Senior Vice President - Project Constructor	03-03-2021	--
	CEA Dairy RNG Nevada, LLC	Senior Vice President - Project Constructor	09-01-2020	--
	CEA Dairy RNG New Mexico, LLC	Senior Vice President - Project Constructor	09-01-2020	--
	CEA Dairy RNG Texas, LLC	Senior Vice President - Project Constructor	08-26-2020	--
	Clean Energy Asset USA I, Inc	Senior Vice President - Project Constructor	12-27-2022	--
	Clean Energy Asset USA II, Inc	Senior Vice President - Project Constructor	12-27-2022	--
	Clean Energy Asset USA LLC	Senior Vice President - Project Constructor	09-01-2020	--
	Clepperton Holdings LLC	Senior Vice President - Project Constructor	09-01-2020	--
	CNG Coal Company	Senior Vice President - Project Constructor	09-01-2020	--
	CNG Power Services Corporation	Senior Vice President - Project Constructor	09-01-2020	--



Name	Entity	Title	Effective Date	End Date
	Correctional Solar LLC	Senior Vice President - Project Construction	09-01-2020	--
	Dairy RNG Holdings, LLC	Senior Vice President - Project Construction	09-01-2020	--
	DE Arlington Solar, LLC	Senior Vice President - Project Construction	09-01-2020	--
	DE Chesterfield Solar, LLC	Senior Vice President - Project Construction	04-12-2022	--
	DE Fluvanna Solar, LLC	Senior Vice President - Project Construction	09-01-2020	--
	DE Hanover Solar, LLC	Senior Vice President - Project Construction	09-01-2020	--
	DE Henrico Solar, LLC	Senior Vice President - Project Construction	09-17-2020	--
	DE King William Solar, LLC	Senior Vice President - Project Construction	09-01-2020	--
	DE Louisa Solar, LLC	Senior Vice President - Project Construction	09-01-2020	--
	DE Newport News Solar, LLC	Senior Vice President - Project Construction	09-01-2020	--
	DE Powhatan Solar, LLC	Senior Vice President - Project Construction	09-01-2020	--
	DE Solutions Home, Inc.	Senior Vice President - Project Construction	08-20-2021	--
	DE Solutions Solar CT, Inc.	Senior Vice President - Project Construction	10-13-2020	--
	DE Solutions Solar Development, LLC	Senior Vice President - Project Construction	03-25-2021	--
	DE Solutions Solar SC, Inc.	Senior Vice President - Project Construction	09-01-2020	--
	DE Solutions Solar VA, Inc.	Senior Vice President - Project Construction	09-01-2020	--
	DE Virginia Beach Solar, LLC	Senior Vice President - Project Construction	09-01-2020	--
	Denmark Solar, LLC	Senior Vice President - Project Construction	09-01-2020	--
	Dominion ACP Holding, Inc.	Senior Vice President - Project Construction	09-01-2020	--
	Dominion Atlantic Coast Pipeline, LLC	Senior Vice President - Project Construction	09-01-2020	--
	Dominion Energy Birdseye Holdings, Inc.	Senior Vice President - Project Construction	05-05-2021	04-05-2024
	Dominion Energy Marketplace, LLC	Senior Vice President - Project Construction	09-01-2020	--
	Dominion Energy Nuclear Connecticut, Inc.	Senior Vice President - Project Construction	09-01-2020	--
	Dominion Energy RNG Holdings II, Inc.	Senior Vice President - Project Construction	09-01-2020	--
	Dominion Energy RNG Holdings, Inc.	Senior Vice President - Project Construction	09-01-2020	--
	Dominion Energy Solar CA, LLC	Senior Vice President - Project Construction	09-01-2020	--
	Dominion Energy Solutions I, Inc.	Senior Vice President - Project Construction	09-01-2020	--
	Dominion Energy Technical Solutions, Inc.	Senior Vice President - Project Construction	09-01-2020	--
	Dominion Equipment III, Inc.	Senior Vice President - Project Construction	09-01-2020	--
	Dominion Equipment, Inc.	Senior Vice President - Project Construction	09-01-2020	--
	Dominion Faithless Hills, Inc.	Senior Vice President - Project Construction	09-01-2020	--
	Dominion Fowler Ridge Wind, LLC	Senior Vice President - Project Construction	09-01-2020	--
	Dominion Generation, Inc.	Senior Vice President - Project Construction	09-01-2020	--
	Dominion High Voltage Holdings, Inc.	Senior Vice President - Project Construction	09-01-2020	--
	Dominion High Voltage MidAtlantic, Inc.	Senior Vice President - Project Construction	09-01-2020	--
	Dominion Mt. Storm Wind, LLC	Senior Vice President - Project Construction	09-01-2020	--
	Dominion Nuclear Projects, Inc.	Senior Vice President - Project Construction	09-01-2020	--
	Dominion Person, Inc.	Senior Vice President - Project Construction	09-01-2020	--
	Dominion Privatization Florida, LLC	Senior Vice President - Project Construction	09-01-2020	--
	Dominion Privatization Georgia, LLC	Senior Vice President - Project Construction	09-01-2020	--
	Dominion Privatization Holdings, Inc.	Senior Vice President - Project Construction	09-01-2020	--
	Dominion Privatization Kentucky, LLC	Senior Vice President - Project Construction	09-01-2020	--
	Dominion Privatization Maryland, LLC	Senior Vice President - Project Construction	09-01-2020	--
	Dominion Solar Holdings IV, LLC	Senior Vice President - Project Construction	09-01-2020	--
	Dominion Solar Projects C, Inc.	Senior Vice President - Project Construction	09-01-2020	--
	Dominion Solar Projects D, Inc.	Senior Vice President - Project Construction	09-01-2020	--
	Dominion Solar Projects III, Inc.	Senior Vice President - Project Construction	09-01-2020	--
	Dominion Solar Projects IV, Inc.	Senior Vice President - Project Construction	09-01-2020	--
	Dominion Solar Projects V, Inc.	Senior Vice President - Project Construction	09-01-2020	--
	Dominion Solar Projects VI, Inc.	Senior Vice President - Project Construction	09-01-2020	--
	Dominion Solar Projects VII, Inc.	Senior Vice President - Project Construction	09-01-2020	--
	Dominion Solar Services, Inc.	Senior Vice President - Project Construction	09-01-2020	--
	Dominion State Line, LLC	Senior Vice President - Project Construction	09-01-2020	--
	Dominion Wholesale, Inc.	Senior Vice President - Project Construction	09-01-2020	--
	Dominion Wind Development, LLC	Senior Vice President - Project Construction	09-01-2020	--
	Dominion Wind Projects, Inc.	Senior Vice President - Project Construction	09-01-2020	--
	Eagle Holdco Solar, LLC	Senior Vice President - Project Construction	09-01-2020	--
	Eagle Solar, LLC	Senior Vice President - Project Construction	09-01-2020	--
	Eastern Shore Solar LLC	Senior Vice President - Project Construction	09-01-2020	--
	ESCT-SA-Suffield, LLC	Senior Vice President - Project Construction	11-13-2020	--
	Fremont Farm, LLC	Senior Vice President - Project Construction	09-01-2020	--
	Greensville County Solar Project, LLC	Senior Vice President - Project Construction	09-01-2020	--
	Hardin Solar Energy LLC	Senior Vice President - Project Construction	09-01-2020	--
	Hecate Energy Cherrydale LLC	Senior Vice President - Project Construction	09-01-2020	--
	Hecate Energy Clarke County LLC	Senior Vice President - Project Construction	09-01-2020	--
	Innovative Solar 37, LLC	Senior Vice President - Project Construction	09-01-2020	--
	Moffett Solar 1, LLC	Senior Vice President - Project Construction	09-01-2020	--
	Moorings Farm 2, LLC	Senior Vice President - Project Construction	09-01-2020	--
	Mustang Solar, LLC	Senior Vice President - Project Construction	09-01-2020	--
	Pickaway County II Solar Project, LLC	Senior Vice President - Project Construction	05-12-2022	--
	Pickaway County Solar Project, LLC	Senior Vice President - Project Construction	05-12-2022	--
	Pikeville Farm, LLC	Senior Vice President - Project Construction	09-01-2020	--
	Prairie Fork Wind Farm, LLC	Senior Vice President - Project Construction	09-01-2020	--
	Questar Gas Company	Senior Vice President - Project Construction	02-01-2019	05-31-2024
	Questar InfoComm, Inc.	Senior Vice President - Project Construction	09-01-2020	05-31-2024
	Ridgeland Solar Farm I, LLC	Senior Vice President - Project Construction	09-01-2020	--
	Scott-II Solar LLC	Senior Vice President - Project Construction	09-01-2020	--
	Seabrook Solar, LLC	Senior Vice President - Project Construction	09-01-2020	--
	Siler Solar, LLC	Senior Vice President - Project Construction	09-01-2020	--
	Sol Madison Solar, LLC	Senior Vice President - Project Construction	09-01-2020	04-05-2024
	Southampton Solar LLC	Senior Vice President - Project Construction	09-01-2020	--
	Summit Farms Solar, LLC	Senior Vice President - Project Construction	09-01-2020	--
	Sussex Drive Solar Project, LLC	Senior Vice President - Project Construction	09-01-2020	--
	Trask East Solar, LLC	Senior Vice President - Project Construction	10-06-2020	--
	TWE Myrtle Solar Project, LLC	Senior Vice President - Project Construction	09-01-2020	--
	Virginia Electric and Power Company	Senior Vice President - Project Construction	09-01-2020	--
	Virginia Power Fuel Corporation	Senior Vice President - Project Construction	09-01-2020	--
	Virginia Power Nuclear Services Company	Senior Vice President - Project Construction	09-01-2020	--
	Virginia Power Services Energy Corp., Inc.	Senior Vice President - Project Construction	09-01-2020	--
	Virginia Solar 2017 Projects LLC	Senior Vice President - Project Construction	09-01-2020	--
	Wakefield Solar, LLC	Senior Vice President - Project Construction	09-01-2020	--
	Wilkinson Solar LLC	Senior Vice President - Project Construction	09-01-2020	--
	Yemassee Solar, LLC	Senior Vice President - Project Construction	09-01-2020	--
Murray, William L.	Dominion Energy Gas Distribution, LLC	Senior Vice President - Corporate Affairs & Communications	10-01-2019	03-06-2024
	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	--
	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	05-31-2024
	The East Ohio Gas Company	Senior Vice President - Corporate Affairs & Communications	02-01-2019	03-06-2024
	Virginia Electric and Power Company	Senior Vice President - Corporate Affairs & Communication	02-01-2019	--
	96W 8ME LLC	Vice President - Environmental & Sustainability	08-01-2023	--
Parker, Mary "Molly" A.	Atlanta Farms Solar Project, LLC	Vice President - Environmental & Sustainability	08-01-2023	--
	Blackville Solar Farm, LLC	Vice President - Environmental & Sustainability	08-01-2023	--
	Blue Ocean Energy Marine, LLC	Vice President - Environmental & Sustainability	08-01-2023	--
	BOE Holdings, Inc.	Vice President - Environmental & Sustainability	08-01-2023	--
	BrightSuite Home, LLC	Vice President - Environmental & Sustainability	08-01-2023	--
	Buckeye Plains II Solar Project, LLC	Vice President - Environmental & Sustainability	08-01-2023	--
	Buckeye Plains Solar Project, LLC	Vice President - Environmental & Sustainability	08-01-2023	--
	Buckingham Solar I LLC	Vice President - Environmental & Sustainability	08-01-2023	--
	CEA Dairy RNG Colorado, LLC	Vice President - Environmental & Sustainability	08-01-2023	--
	CEA Dairy RNG Georgia, LLC	Vice President - Environmental & Sustainability	08-01-2023	--
	CEA Dairy RNG Idaho, LLC	Vice President - Environmental & Sustainability	08-01-2023	--

Name	Entity	Title	Effective Date	End Date
	CEA Dairy RNG Kansas, LLC	Vice President - Environmental & Sustainability	08-01-2023	--
	CEA Dairy RNG Nevada, LLC	Vice President - Environmental & Sustainability	08-01-2023	--
	CEA Dairy RNG New Mexico, LLC	Vice President - Environmental & Sustainability	08-01-2023	--
	CEA Dairy RNG Texas, LLC	Vice President - Environmental & Sustainability	08-01-2023	--
	Clean Energy Asset USA I, Inc.	Vice President - Environmental & Sustainability	08-01-2023	--
	Clean Energy Asset USA II, Inc.	Vice President - Environmental & Sustainability	08-01-2023	--
	Clean Energy Asset USA LLC	Vice President - Environmental & Sustainability	08-01-2023	--
	Clean Energy Enterprises, Inc.	Vice President - Environmental & Sustainability	08-01-2023	--
	Clipperton Holdings LLC	Vice President - Environmental & Sustainability	08-01-2023	--
	CNG Coal Company	Vice President - Environmental & Sustainability	08-01-2023	--
	CNG Power Services Corporation	Vice President - Environmental & Sustainability	08-01-2023	--
	Correctional Solar LLC	Vice President - Environmental & Sustainability	08-01-2023	--
	Dairy RNG Holdings, LLC	Vice President - Environmental & Sustainability	08-01-2023	--
	DE Arlington Solar, LLC	Vice President - Environmental & Sustainability	08-01-2023	--
	DE Chesterfield Solar, LLC	Vice President - Environmental & Sustainability	08-01-2023	--
	DE Fluvanna Solar, LLC	Vice President - Environmental & Sustainability	08-01-2023	--
	DE Hanover Solar, LLC	Vice President - Environmental & Sustainability	08-01-2023	--
	DE Henrico Solar, LLC	Vice President - Environmental & Sustainability	08-01-2023	--
	DE King William Solar, LLC	Vice President - Environmental & Sustainability	08-01-2023	--
	DE Louisa Solar, LLC	Vice President - Environmental & Sustainability	08-01-2023	--
	DE Newport News Solar, LLC	Vice President - Environmental & Sustainability	08-01-2023	--
	DE Powhatan Solar, LLC	Vice President - Environmental & Sustainability	08-01-2023	--
	DE Solutions Home, Inc.	Vice President - Environmental & Sustainability	08-01-2023	--
	DE Solutions Solar CT, Inc.	Vice President - Environmental & Sustainability	08-01-2023	--
	DE Solutions Solar Development, LLC	Vice President - Environmental & Sustainability	08-01-2023	--
	DE Solutions Solar SC, Inc.	Vice President - Environmental & Sustainability	08-01-2023	--
	DE Solutions Solar VA, Inc.	Vice President - Environmental & Sustainability	08-01-2023	--
	DE Virginia Beach Solar, LLC	Vice President - Environmental & Sustainability	08-01-2023	--
	DECP Holdings, Inc.	Vice President - Environmental & Sustainability	08-01-2023	--
	Denmark Solar, LLC	Vice President - Environmental & Sustainability	08-01-2023	--
	DEO Alternative Fuel, LLC	Vice President - Environmental & Sustainability	08-01-2023	03-06-2024
	Dominion ACP Holding, Inc.	Vice President - Environmental & Sustainability	08-01-2023	--
	Dominion Alternative Energy Holdings, Inc.	Vice President - Environmental & Sustainability	08-01-2023	--
	Dominion Atlantic Coast Pipeline, LLC	Vice President - Environmental & Sustainability	08-01-2023	--
	Dominion Capital, Inc.	Vice President - Environmental & Sustainability	08-01-2023	--
	Dominion Cogen WV, Inc.	Vice President - Environmental & Sustainability	08-01-2023	--
	Dominion Energy Birdseye Holdings, Inc.	Vice President - Environmental & Sustainability	08-01-2023	04-05-2024
	Dominion Energy Fuel Services, Inc.	Vice President - Environmental & Sustainability	08-01-2023	--
	Dominion Energy Gas Distribution, LLC	Vice President - Environmental & Sustainability	08-01-2023	03-06-2024
	Dominion Energy Generation Marketing, Inc.	Vice President - Environmental & Sustainability	08-01-2023	--
	Dominion Energy Marketplace, LLC	Vice President - Environmental & Sustainability	08-01-2023	--
	Dominion Energy Nuclear Connecticut, Inc.	Vice President - Environmental & Sustainability	08-01-2023	--
	Dominion Energy Payroll Company, Inc.	Vice President - Environmental & Sustainability	08-01-2023	--
	Dominion Energy Questar Corporation	Vice President - Environmental & Sustainability	08-01-2023	03-06-2024
	Dominion Energy RNG Holdings II, Inc.	Vice President - Environmental & Sustainability	08-01-2023	--
	Dominion Energy RNG Holdings, Inc.	Vice President - Environmental & Sustainability	08-01-2023	--
	Dominion Energy Services, Inc.	Vice President - Environmental & Sustainability	08-01-2023	--
	Dominion Energy Solar CA, LLC	Vice President - Environmental & Sustainability	08-01-2023	--
	Dominion Energy Solutions I, Inc.	Vice President - Environmental & Sustainability	08-01-2023	--
	Dominion Energy South Carolina, Inc.	Vice President - Environmental & Sustainability	08-01-2023	--
	Dominion Energy Southeast Services, Inc.	Vice President - Environmental & Sustainability	08-01-2023	--
	Dominion Energy Technical Solutions, Inc.	Vice President - Environmental & Sustainability	08-01-2023	--
	Dominion Energy Technologies II, Inc.	Vice President - Environmental & Sustainability	08-01-2023	--
	Dominion Energy Technologies, Inc.	Vice President - Environmental & Sustainability	08-01-2023	--
	Dominion Energy Terminal Company, Inc.	Vice President - Environmental & Sustainability	08-01-2023	--
	Dominion Energy Wexpro Services Company	Vice President - Environmental & Sustainability	08-01-2023	05-31-2024
	Dominion Energy, Inc.	Vice President - Environmental & Sustainability	08-01-2023	--
	Dominion Energy, Inc.	Assistant Corporate Secretary	12-01-2022	--
	Dominion Equipment III, Inc.	Vice President - Environmental & Sustainability	08-01-2023	--
	Dominion Equipment, Inc.	Vice President - Environmental & Sustainability	08-01-2023	--
	Dominion Fairfax Hills, Inc.	Vice President - Environmental & Sustainability	08-01-2023	--
	Dominion Fowler Ridge Wind, LLC	Vice President - Environmental & Sustainability	08-01-2023	--
	Dominion Gas Projects Company, LLC	Vice President - Environmental & Sustainability	08-01-2023	05-31-2024
	Dominion Generation, Inc.	Vice President - Environmental & Sustainability	08-01-2023	--
	Dominion Greenbrier, Inc.	Vice President - Environmental & Sustainability	08-01-2023	--
	Dominion High Voltage Holdings, Inc.	Vice President - Environmental & Sustainability	08-01-2023	--
	Dominion High Voltage MidAtlantic, Inc.	Vice President - Environmental & Sustainability	08-01-2023	--
	Dominion Investments, Inc.	Vice President - Environmental & Sustainability	08-01-2023	--
	Dominion Keystone Pipeline Holdings, Inc.	Vice President - Environmental & Sustainability	08-01-2023	--
	Dominion Keystone Pipeline, LLC	Vice President - Environmental & Sustainability	08-01-2023	--
	Dominion MLP Holding Company III, Inc.	Vice President - Environmental & Sustainability	08-01-2023	--
	Dominion Mt. Storm Wind, LLC	Vice President - Environmental & Sustainability	08-01-2023	--
	Dominion Nuclear Projects, Inc.	Vice President - Environmental & Sustainability	08-01-2023	--
	Dominion Oklahoma Texas Exploration & Production, Inc.	Vice President - Environmental & Sustainability	08-01-2023	--
	Dominion Person, Inc.	Vice President - Environmental & Sustainability	08-01-2023	--
	Dominion Privatization Florida, LLC	Vice President - Environmental & Sustainability	08-01-2023	--
	Dominion Privatization Georgia, LLC	Vice President - Environmental & Sustainability	08-01-2023	--
	Dominion Privatization Holdings, Inc.	Vice President - Environmental & Sustainability	08-01-2023	--
	Dominion Privatization Kentucky, LLC	Vice President - Environmental & Sustainability	08-01-2023	--
	Dominion Privatization Maryland, LLC	Vice President - Environmental & Sustainability	08-01-2023	--
	Dominion Products and Services, Inc.	Vice President - Environmental & Sustainability	08-01-2023	--
	Dominion Projects Services, Inc.	Vice President - Environmental & Sustainability	08-01-2023	--
	Dominion Retail Gas Holdings, Inc.	Vice President - Environmental & Sustainability	08-01-2023	--
	Dominion Solar Holdings IV, LLC	Vice President - Environmental & Sustainability	08-01-2023	--
	Dominion Solar Projects C, Inc.	Vice President - Environmental & Sustainability	08-01-2023	--
	Dominion Solar Projects D, Inc.	Vice President - Environmental & Sustainability	08-01-2023	--
	Dominion Solar Projects III, Inc.	Vice President - Environmental & Sustainability	08-01-2023	--
	Dominion Solar Projects IV, Inc.	Vice President - Environmental & Sustainability	08-01-2023	--
	Dominion Solar Projects V, Inc.	Vice President - Environmental & Sustainability	08-01-2023	--
	Dominion Solar Projects VI, Inc.	Vice President - Environmental & Sustainability	08-01-2023	--
	Dominion Solar Projects VII, Inc.	Vice President - Environmental & Sustainability	08-01-2023	--
	Dominion Solar Services, Inc.	Vice President - Environmental & Sustainability	08-01-2023	--
	Dominion State Line, LLC	Vice President - Environmental & Sustainability	08-01-2023	--
	Dominion Voltage, Inc.	Vice President - Environmental & Sustainability	08-01-2023	--
	Dominion Wholesale, Inc.	Vice President - Environmental & Sustainability	08-01-2023	--
	Dominion Wind Development, LLC	Vice President - Environmental & Sustainability	08-01-2023	--
	Dominion Wind Projects, Inc.	Vice President - Environmental & Sustainability	08-01-2023	--
	Eagle Holdco Solar, LLC	Vice President - Environmental & Sustainability	08-01-2023	--
	Eagle Solar, LLC	Vice President - Environmental & Sustainability	08-01-2023	--
	Eastern Shore Solar LLC	Vice President - Environmental & Sustainability	08-01-2023	--
	ESCT-SA-Suffield, LLC	Vice President - Environmental & Sustainability	08-01-2023	--
	Fremont Farm, LLC	Vice President - Environmental & Sustainability	08-01-2023	--



Name	Entity	Title	Effective Date	End Date
	Greensville County Solar Project, LLC	Vice President - Environmental & Sustainability	08-01-2023	--
	Hardin Solar Energy LLC	Vice President - Environmental & Sustainability	08-01-2023	--
	Hecate Energy Cherydale LLC	Vice President - Environmental & Sustainability	08-01-2023	--
	Hecate Energy Clarke County LLC	Vice President - Environmental & Sustainability	08-01-2023	--
	Innovative Solar 37, LLC	Vice President - Environmental & Sustainability	08-01-2023	--
	Moffett Solar 1, LLC	Vice President - Environmental & Sustainability	08-01-2023	--
	Moorings Farm 2, LLC	Vice President - Environmental & Sustainability	08-01-2023	--
	Mustang Solar, LLC	Vice President - Environmental & Sustainability	08-01-2023	--
	Pickaway County II Solar Project, LLC	Vice President - Environmental & Sustainability	08-01-2023	--
	Pickaway County Solar Project, LLC	Vice President - Environmental & Sustainability	08-01-2023	--
	Pikeville Farm, LLC	Vice President - Environmental & Sustainability	08-01-2023	--
	Prairie Fork Wind Farm, LLC	Vice President - Environmental & Sustainability	08-01-2023	--
	PSNC Blue Ridge Corporation	Vice President - Environmental & Sustainability	08-01-2023	--
	PSNC Cardinal Pipeline Company	Vice President - Environmental & Sustainability	08-01-2023	--
	Public Service Company of North Carolina, Incorporated	Vice President - Environmental & Sustainability	08-01-2023	--
	Questar Gas Company	Vice President - Environmental & Sustainability	08-01-2023	05-31-2024
	Questar InfoComm, Inc.	Vice President - Environmental & Sustainability	08-01-2023	05-31-2024
	Ridgeland Solar Farm I, LLC	Vice President - Environmental & Sustainability	08-01-2023	--
	SCANA Corporate Security Services, Inc.	Vice President - Environmental & Sustainability	08-01-2023	--
	SCANA Corporation	Vice President - Environmental & Sustainability	08-01-2023	--
	Scott-II Solar LLC	Vice President - Environmental & Sustainability	08-01-2023	--
	Seabrook Solar, LLC	Vice President - Environmental & Sustainability	08-01-2023	--
	Siler Solar, LLC	Vice President - Environmental & Sustainability	08-01-2023	--
	Sol Madison Solar, LLC	Vice President - Environmental & Sustainability	08-01-2023	04-05-2024
	South Carolina Fuel Company, Inc.	Vice President - Environmental & Sustainability	08-01-2023	--
	South Carolina Generating Company, Inc.	Vice President - Environmental & Sustainability	08-01-2023	--
	Southampton Solar LLC	Vice President - Environmental & Sustainability	08-01-2023	--
	Summit Farms Solar, LLC	Vice President - Environmental & Sustainability	08-01-2023	--
	Sussex Drive Solar Project, LLC	Vice President - Environmental & Sustainability	08-01-2023	--
	The East Ohio Gas Company	Vice President - Environmental & Sustainability	08-01-2023	03-06-2024
	Trask East Solar, LLC	Vice President - Environmental & Sustainability	08-01-2023	--
	TWE Myrtle Solar Project, LLC	Vice President - Environmental & Sustainability	08-01-2023	--
	Virginia Electric and Power Company	Vice President - Environmental & Sustainability	08-01-2023	--
	Virginia Power Fuel Corporation	Vice President - Environmental & Sustainability	08-01-2023	--
	Virginia Power Nuclear Services Company	Vice President - Environmental & Sustainability	08-01-2023	--
	Virginia Power Services Energy Corp., Inc.	Vice President - Environmental & Sustainability	08-01-2023	--
	Virginia Power Services, LLC	Vice President - Environmental & Sustainability	08-01-2023	--
	Virginia Solar 2017 Projects LLC	Vice President - Environmental & Sustainability	08-01-2023	--
	VP Property, Inc.	Vice President - Environmental & Sustainability	08-01-2023	--
	Wakefield Solar, LLC	Vice President - Environmental & Sustainability	08-01-2023	--
	Wexpro Company	Vice President - Environmental & Sustainability	08-01-2023	05-31-2024
	Wexpro Development Company	Vice President - Environmental & Sustainability	08-01-2023	05-31-2024
	Wexpro II Company	Vice President - Environmental & Sustainability	08-01-2023	05-31-2024
	Wilkinson Solar LLC	Vice President - Environmental & Sustainability	08-01-2023	--
	Yemassee Solar, LLC	Vice President - Environmental & Sustainability	08-01-2023	--
Purohit, Prabir	96W1 8ME LLC	Vice President - Strategy	04-01-2022	--
	Allarta Farms Solar Project, LLC	Vice President - Strategy	05-12-2022	--
	Blackville Solar Farm, LLC	Vice President - Strategy	04-01-2022	--
	Blue Ocean Energy Marine, LLC	Vice President - Strategy	04-01-2022	--
	BOE Holdings, Inc.	Vice President - Strategy	04-01-2022	--
	BrightSuite Home, LLC	Vice President - Strategy	04-01-2022	--
	Buckeye Plains II Solar Project, LLC	Vice President - Strategy	05-12-2022	--
	Buckeye Plains Solar Project, LLC	Vice President - Strategy	05-12-2022	--
	Buckingham Solar I LLC	Vice President - Strategy	04-01-2022	--
	CEA Dairy RNG Colorado, LLC	Vice President - Strategy	04-01-2022	--
	CEA Dairy RNG Georgia, LLC	Vice President - Strategy	04-01-2022	--
	CEA Dairy RNG Idaho, LLC	Vice President - Strategy	04-01-2022	--
	CEA Dairy RNG Kansas, LLC	Vice President - Strategy	04-01-2022	--
	CEA Dairy RNG Nevada, LLC	Vice President - Strategy	04-01-2022	--
	CEA Dairy RNG New Mexico, LLC	Vice President - Strategy	04-01-2022	--
	CEA Dairy RNG Texas, LLC	Vice President - Strategy	04-01-2022	--
	Clean Energy Asset USA I, Inc.	Vice President - Strategy	12-27-2022	--
	Clean Energy Asset USA II, Inc.	Vice President - Strategy	12-27-2022	--
	Clean Energy Asset USA III, Inc.	Vice President - Strategy	04-01-2022	--
	Clean Energy Enterprises, Inc.	Vice President - Strategy	04-01-2022	--
	Clipperton Holdings LLC	Vice President - Strategy	04-01-2022	--
	CNG Coal Company	Vice President - Strategy	04-01-2022	--
	CNG Power Services Corporation	Vice President - Strategy	04-01-2022	--
	Correctional Solar LLC	Vice President - Strategy	04-01-2022	--
	Dairy RNG Holdings, LLC	Vice President - Strategy	04-01-2022	--
	DE Arlington Solar, LLC	Vice President - Strategy	04-01-2022	--
	DE Chesterfield Solar, LLC	Vice President - Strategy	04-12-2022	--
	DE Fluvanna Solar, LLC	Vice President - Strategy	04-01-2022	--
	DE Hanover Solar, LLC	Vice President - Strategy	04-01-2022	--
	DE Henrico Solar, LLC	Vice President - Strategy	04-01-2022	--
	DE King William Solar, LLC	Vice President - Strategy	04-01-2022	--
	DE Louisa Solar, LLC	Vice President - Strategy	04-01-2022	--
	DE Newport News Solar, LLC	Vice President - Strategy	04-01-2022	--
	DE Powhatan Solar, LLC	Vice President - Strategy	04-01-2022	--
	DE Solutions Home, Inc.	Vice President - Strategy	04-01-2022	--
	DE Solutions Solar CT, Inc.	Vice President - Strategy	04-01-2022	--
	DE Solutions Solar Development, LLC	Vice President - Strategy	04-01-2022	--
	DE Solutions Solar SC, Inc.	Vice President - Strategy	04-01-2022	--
	DE Solutions Solar VA, Inc.	Vice President - Strategy	04-01-2022	--
	DE Virginia Beach Solar, LLC	Vice President - Strategy	04-01-2022	--
	DEOP Holdings, Inc.	Vice President - Strategy	04-01-2022	--
	DEO Alternative Fuel, LLC	Vice President - Strategy	04-01-2022	03-06-2024
	Domination ACP Holding, Inc.	Vice President - Strategy	04-01-2022	--
	Domination Alternative Energy Holdings, Inc.	Vice President - Strategy	04-01-2022	--
	Domination Atlantic Coast Pipeline, LLC	Vice President - Strategy	04-01-2022	--
	Domination Capital, Inc.	Vice President - Strategy	04-01-2022	--
	Domination Cogen WY, Inc.	Vice President - Strategy	04-01-2022	--
	Domination Energy Birdseye Holdings, Inc.	Vice President - Strategy	04-01-2022	04-05-2024
	Domination Energy Fuel Services, Inc.	Vice President - Strategy	04-01-2022	--
	Domination Energy Gas Distribution, LLC	Vice President - Strategy	04-01-2022	03-06-2024
	Domination Energy Generation Marketing, Inc.	Vice President - Strategy	04-01-2022	--
	Domination Energy Marketplace, LLC	Vice President - Strategy	04-01-2022	--
	Domination Energy Nuclear Connecticut, Inc.	Vice President - Strategy	04-01-2022	--
	Domination Energy Questar Corporation	Vice President - Strategy	04-01-2022	03-06-2024
	Domination Energy RNG Holdings II, Inc.	Vice President - Strategy	04-01-2022	--
	Domination Energy RNG Holdings, Inc.	Vice President - Strategy	04-01-2022	--
	Domination Energy Services, Inc.	Vice President - Strategy	04-01-2022	--
	Domination Energy Solar CA, LLC	Vice President - Strategy	04-01-2022	--
	Domination Energy Solutions I, Inc.	Vice President - Strategy	04-01-2022	--
	Domination Energy South Carolina, Inc.	Vice President - Strategy	04-01-2022	--
	Domination Energy Southeast Services, Inc.	Vice President - Strategy	04-01-2022	--
	Domination Energy Technical Solutions, Inc.	Vice President - Strategy	04-01-2022	--
	Domination Energy Technologies II, Inc.	Vice President - Strategy	04-01-2022	--
	Domination Energy Technologies, Inc.	Vice President - Strategy	04-01-2022	--
	Domination Energy Terminal Company, Inc.	Vice President - Strategy	04-01-2022	--
	Domination Energy Wexpro Services Company	Vice President - Strategy	04-01-2022	05-31-2024
	Domination Energy, Inc.	Vice President - Strategy	04-01-2022	--
	Domination Equipment III, Inc.	Vice President - Strategy	04-01-2022	--

Name	Entity	Title	Effective Date	End Date
	Dominion Equipment, Inc.	Vice President - Strategy	04-01-2022	--
	Dominion Fairless Hills, Inc.	Vice President - Strategy	04-01-2022	--
	Dominion Fowler Ridge Wind, LLC	Vice President - Strategy	04-01-2022	--
	Dominion Gas Projects Company, LLC	Vice President - Strategy	04-01-2022	05-31-2024
	Dominion Generation, Inc.	Vice President - Strategy	04-01-2022	--
	Dominion Greenbrier, Inc.	Vice President - Strategy	04-01-2022	--
	Dominion High Voltage Holdings, Inc.	Vice President - Strategy	04-01-2022	--
	Dominion High Voltage MidAtlantic, Inc.	Vice President - Strategy	04-01-2022	--
	Dominion Investments, Inc.	Vice President - Strategy	04-01-2022	--
	Dominion Keystone Pipeline Holdings, Inc.	Vice President - Strategy	04-01-2022	--
	Dominion Keystone Pipeline, LLC	Vice President - Strategy	04-01-2022	--
	Dominion MLP Holding Company III, Inc.	Vice President - Strategy	04-01-2022	--
	Dominion Mt. Storm Wind, LLC	Vice President - Strategy	04-01-2022	--
	Dominion Nuclear Projects, Inc.	Vice President - Strategy	04-01-2022	--
	Dominion Oklahoma Texas Exploration & Production, Inc.	Vice President - Strategy	04-01-2022	--
	Dominion Person, Inc.	Vice President - Strategy	04-01-2022	--
	Dominion Privatization Florida, LLC	Vice President - Strategy	04-01-2022	--
	Dominion Privatization Georgia, LLC	Vice President - Strategy	04-01-2022	--
	Dominion Privatization Holdings, Inc.	Vice President - Strategy	04-01-2022	--
	Dominion Privatization Kentucky, LLC	Vice President - Strategy	04-01-2022	--
	Dominion Privatization Maryland, LLC	Vice President - Strategy	04-01-2022	--
	Dominion Products and Services, Inc.	Vice President - Strategy	04-01-2022	--
	Dominion Projects Services, Inc.	Vice President - Strategy	04-01-2022	--
	Dominion Retail Gas Holdings, Inc.	Vice President - Strategy	04-01-2022	--
	Dominion Solar Holdings IV, LLC	Vice President - Strategy	04-01-2022	--
	Dominion Solar Projects C, Inc.	Vice President - Strategy	04-01-2022	--
	Dominion Solar Projects D, Inc.	Vice President - Strategy	04-01-2022	--
	Dominion Solar Projects III, Inc.	Vice President - Strategy	04-01-2022	--
	Dominion Solar Projects IV, Inc.	Vice President - Strategy	04-01-2022	--
	Dominion Solar Projects V, Inc.	Vice President - Strategy	04-01-2022	--
	Dominion Solar Projects VI, Inc.	Vice President - Strategy	04-01-2022	--
	Dominion Solar Projects VII, Inc.	Vice President - Strategy	04-01-2022	--
	Dominion Solar Services, Inc.	Vice President - Strategy	04-01-2022	--
	Dominion State Line, LLC	Vice President - Strategy	04-01-2022	--
	Dominion Utility Privatization, LLC	Vice President	03-31-2022	--
	Dominion Voltage, Inc.	Vice President - Strategy	04-01-2022	--
	Dominion Wholesale, Inc.	Vice President - Strategy	04-01-2022	--
	Dominion Wind Development, LLC	Vice President - Strategy	04-01-2022	--
	Dominion Wind Projects, Inc.	Vice President - Strategy	04-01-2022	--
	Eagle Holdco Solar, LLC	Vice President - Strategy	04-01-2022	--
	Eagle Solar, LLC	Vice President - Strategy	04-01-2022	--
	Eastern Shore Solar LLC	Vice President - Strategy	04-01-2022	--
	ESCT-SA-Suffield, LLC	Vice President - Strategy	04-01-2022	--
	Fall North Carolina Holdco LLC	Vice President - Strategy	09-01-2023	--
	Fall West Holdco LLC	Vice President - Strategy	09-01-2023	05-31-2024
	Francort Farm, LLC	Vice President - Strategy	04-01-2022	--
	Greenville County Solar Project, LLC	Vice President - Strategy	04-01-2022	--
	Hardin Solar Energy LLC	Vice President - Strategy	04-01-2022	--
	Hecate Energy Cherrydale LLC	Vice President - Strategy	04-01-2022	--
	Hecate Energy Clarke County LLC	Vice President - Strategy	04-01-2022	--
	Innovative Solar 37, LLC	Vice President - Strategy	04-01-2022	--
	Moffett Solar 1, LLC	Vice President - Strategy	04-01-2022	--
	Moorings Farm 2, LLC	Vice President - Strategy	04-01-2022	--
	Mustang Solar, LLC	Vice President - Strategy	04-01-2022	--
	Pickaway County II Solar Project, LLC	Vice President - Strategy	05-12-2022	--
	Pickaway County Solar Project, LLC	Vice President - Strategy	05-12-2022	--
	Pikeville Farm, LLC	Vice President - Strategy	04-01-2022	--
	Prairie Fork Wind Farm, LLC	Vice President - Strategy	04-01-2022	--
	PSNC Blue Ridge Corporation	Vice President - Strategy	04-01-2022	--
	PSNC Cardinal Pipeline Company	Vice President - Strategy	04-01-2022	--
	Public Service Company of North Carolina, Incorporated	Vice President - Strategy	04-01-2022	--
	Qwestar Gas Company	Vice President - Strategy	04-01-2022	05-31-2024
	Qwestar InfoComm, Inc.	Vice President - Strategy	04-01-2022	05-31-2024
	Ridgeland Solar Farm I, LLC	Vice President - Strategy	04-01-2022	--
	SCANA Corporate Security Services, Inc.	Vice President - Strategy	04-01-2022	--
	SCANA Corporation	Vice President - Strategy	04-01-2022	--
	Scott-II Solar LLC	Vice President - Strategy	04-01-2022	--
	Seabrook Solar, LLC	Vice President - Strategy	04-01-2022	--
	Siler Solar, LLC	Vice President - Strategy	04-01-2022	--
	Sol Madison Solar, LLC	Vice President - Strategy	04-01-2022	04-05-2024
	South Carolina Fuel Company, Inc.	Vice President - Strategy	04-01-2022	--
	South Carolina Generating Company, Inc.	Vice President - Strategy	04-01-2022	--
	Southampton Solar LLC	Vice President - Strategy	04-01-2022	--
	Summit Farms Solar, LLC	Vice President - Strategy	04-01-2022	--
	Sussex Drive Solar Project, LLC	Vice President - Strategy	04-01-2022	--
	The East Ohio Gas Company	Vice President - Strategy	04-01-2022	03-06-2024
	Trask East Solar, LLC	Vice President - Strategy	04-01-2022	--
	TWE Myrtle Solar Project, LLC	Vice President - Strategy	04-01-2022	--
	Virginia Electric and Power Company	Vice President - Strategy	04-01-2022	--
	Virginia Power Fuel Corporation	Vice President - Strategy	04-01-2022	--
	Virginia Power Nuclear Services Company	Vice President - Strategy	04-01-2022	--
	Virginia Power Services Energy Corp., Inc.	Vice President - Strategy	04-01-2022	--
	Virginia Power Services, LLC	Vice President - Strategy	04-01-2022	--
	Virginia Solar 2017 Projects LLC	Vice President - Strategy	04-01-2022	--
	VP Property, Inc.	Vice President - Strategy	04-01-2022	--
	Wakefield Solar, LLC	Vice President - Strategy	04-01-2022	--
	Wexpro Company	Vice President - Strategy	04-01-2022	05-31-2024
	Wexpro Development Company	Vice President - Strategy	04-01-2022	05-31-2024
	Wexpro II Company	Vice President - Strategy	04-01-2022	05-31-2024
	Wilkinson Solar LLC	Vice President - Strategy	04-01-2022	--
	Yemassee Solar, LLC	Vice President - Strategy	04-01-2022	--
Reid, Carter M.	96WI BME LLC	Executive Vice President, Chief of Staff and Corporate Secretary	12-01-2019	12-31-2023
	Atlanta Farms Solar Project, LLC	Executive Vice President, Chief of Staff and Corporate Secretary	05-12-2022	12-31-2023
	Atlantic Coast Pipeline, LLC	Vice President and Secretary	09-25-2014	12-31-2023
	Blackville Solar Farm, LLC	Executive Vice President, Chief of Staff and Corporate Secretary	05-29-2020	12-31-2023
	Blue Ocean Energy Marine, LLC	Executive Vice President, Chief of Staff and Corporate Secretary	05-11-2020	12-31-2023
	BOE Holdings, Inc.	Executive Vice President, Chief of Staff and Corporate Secretary	05-26-2020	12-31-2023
	BrightSuite Home, LLC	Executive Vice President, Chief of Staff and Corporate Secretary	12-01-2019	12-31-2023
	Buckeye Plains II Solar Project, LLC	Executive Vice President, Chief of Staff and Corporate Secretary	05-12-2022	12-31-2023
	Buckeye Plains Solar Project, LLC	Executive Vice President, Chief of Staff and Corporate Secretary	05-12-2022	12-31-2023
	Buckingham Solar I LLC	Executive Vice President, Chief of Staff and Corporate Secretary	12-01-2019	12-31-2023
	CEA Dairy RNG Colorado, LLC	Executive Vice President, Chief of Staff and Corporate Secretary	01-10-2020	12-31-2023
	CEA Dairy RNG Georgia, LLC	Executive Vice President, Chief of Staff and Corporate Secretary	01-10-2020	12-31-2023
	CEA Dairy RNG Idaho, LLC	Executive Vice President, Chief of Staff and Corporate Secretary	01-11-2021	12-31-2023
	CEA Dairy RNG Kansas, LLC	Executive Vice President, Chief of Staff and Corporate Secretary	03-03-2021	12-31-2023
	CEA Dairy RNG Nevada, LLC	Executive Vice President, Chief of Staff and Corporate Secretary	01-10-2020	12-31-2023
	CEA Dairy RNG New Mexico, LLC	Executive Vice President, Chief of Staff and Corporate Secretary	01-10-2020	12-31-2023
	CEA Dairy RNG Texas, LLC	Executive Vice President, Chief of Staff and Corporate Secretary	08-26-2020	12-31-2023
	Clean Energy Asset USA I, Inc.	Executive Vice President, Chief of Staff and Corporate Secretary	12-27-2022	12-31-2023
	Clean Energy Asset USA II, Inc.	Executive Vice President, Chief of Staff and Corporate Secretary	12-27-2022	12-31-2023
	Clean Energy Asset USA LLC	Executive Vice President, Chief of Staff and Corporate Secretary	12-01-2019	12-31-2023
	Clean Energy Enterprises, Inc.	Executive Vice President, Chief of Staff and Corporate Secretary	12-01-2019	12-31-2023
	Clipperton Holdings LLC	Executive Vice President, Chief of Staff and Corporate Secretary	12-01-2019	12-31-2023
	CNG Coal Company	Executive Vice President, Chief of Staff and Corporate Secretary	12-01-2019	12-31-2023
	CNG Power Services Corporation	Executive Vice President, Chief of Staff and Corporate Secretary	12-01-2019	12-31-2023
	Correctional Solar LLC	Executive Vice President, Chief of Staff and Corporate Secretary	12-01-2019	12-31-2023
	Dairy RNG Holdings, LLC	Executive Vice President, Chief of Staff and Corporate Secretary	01-08-2023	12-31-2023
	DE Arlington Solar, LLC	Executive Vice President, Chief of Staff and Corporate Secretary	07-24-2020	12-31-2023
	DE Chesterfield Solar, LLC	Executive Vice President, Chief of Staff and Corporate Secretary	04-12-2022	12-31-2023
	DE Fluvanna Solar, LLC	Executive Vice President, Chief of Staff and Corporate Secretary	12-01-2019	12-31-2023
	DE Hanover Solar, LLC	Executive Vice President, Chief of Staff and Corporate Secretary	12-01-2019	12-31-2023
	DE Henrico Solar, LLC	Executive Vice President, Chief of Staff and Corporate Secretary	09-17-2022	12-31-2023
	DE King William Solar, LLC	Executive Vice President, Chief of Staff and Corporate Secretary	12-01-2019	12-31-2023
	DE Louisa Solar, LLC	Executive Vice President, Chief of Staff and Corporate Secretary	05-08-2020	12-31-2023
	DE Newport News Solar, LLC	Executive Vice President, Chief of Staff and Corporate Secretary	05-08-2020	12-31-2023
	DE Powhatan Solar, LLC	Executive Vice President, Chief of Staff and Corporate Secretary	12-01-2019	12-31-2023
	DE Solutions Home, Inc.	Executive Vice President, Chief of Staff and Corporate Secretary	08-20-2020	12-31-2023
	DE Solutions Solar CT, Inc.	Executive Vice President, Chief of Staff and Corporate Secretary	10-13-2020	12-31-2023
	DE Solutions Solar Development, LLC	Executive Vice President, Chief of Staff and Corporate Secretary	03-25-2021	12-31-2023

Name	Entity	Title	Effective Date	End Date
	DE Solutions Solar SC, Inc.	Executive Vice President, Chief of Staff and Corporate Secretary	08-06-2020	12-31-2023
	DE Solutions Solar VA, Inc.	Executive Vice President, Chief of Staff and Corporate Secretary	12-01-2019	12-31-2023
	DE Virginia Beach Solar, LLC	Executive Vice President, Chief of Staff and Corporate Secretary	07-06-2020	12-31-2023
	DECP Holdings, Inc.	Executive Vice President, Chief of Staff and Corporate Secretary	10-20-2020	12-31-2023
	Denmark Solar, LLC	Executive Vice President, Chief of Staff and Corporate Secretary	05-29-2020	12-31-2023
	DEO Alternative Fuel, LLC	Executive Vice President, Chief of Staff and Corporate Secretary	08-30-2021	12-31-2023
	Dominion ACP Holding, Inc.	Executive Vice President, Chief of Staff and Corporate Secretary	12-01-2019	12-31-2023
	Dominion Alternative Energy Holdings, Inc.	Executive Vice President, Chief of Staff and Corporate Secretary	12-01-2019	12-31-2023
	Dominion Atlantic Coast Pipeline, LLC	Executive Vice President, Chief of Staff and Corporate Secretary	12-01-2019	12-31-2023
	Dominion Capital REMIC, Inc.	Assistant Corporate Secretary	01-01-2018	12-31-2023
	Dominion Capital Ventures Corporation	Assistant Corporate Secretary	01-01-2018	12-31-2023
	Dominion Capital, Inc.	Assistant Corporate Secretary	01-01-2018	12-31-2023
	Dominion Cogen WV, Inc.	Executive Vice President, Chief of Staff and Corporate Secretary	12-01-2019	12-31-2023
	Dominion Energy Birdseye Holdings, Inc.	Executive Vice President, Chief of Staff and Corporate Secretary	05-05-2021	12-31-2023
	Dominion Energy Fuel Services, Inc.	Executive Vice President, Chief of Staff and Corporate Secretary	12-01-2019	12-31-2023
	Dominion Energy Gas Distribution, LLC	Executive Vice President, Chief of Staff and Corporate Secretary	12-01-2019	12-31-2023
	Dominion Energy Generation Marketing, Inc.	Executive Vice President, Chief of Staff and Corporate Secretary	12-01-2019	12-31-2023
	Dominion Energy Marketplace, LLC	Executive Vice President, Chief of Staff and Corporate Secretary	12-01-2019	12-31-2023
	Dominion Energy Nuclear Connecticut, Inc.	Executive Vice President, Chief of Staff and Corporate Secretary	12-01-2019	12-31-2023
	Dominion Energy Payroll Company, Inc.	Director	06-10-2013	12-31-2023
	Dominion Energy Payroll Company, Inc.	President	10-01-2020	12-31-2023
	Dominion Energy Questar Corporation	Executive Vice President, Chief of Staff and Corporate Secretary	12-01-2019	12-31-2023
	Dominion Energy RNG Holdings II, Inc.	Executive Vice President, Chief of Staff and Corporate Secretary	12-01-2019	12-31-2023
	Dominion Energy RNG Holdings, Inc.	Executive Vice President, Chief of Staff and Corporate Secretary	12-01-2019	12-31-2023
	Dominion Energy Services, Inc.	President, Chief of Staff and Corporate Secretary	12-01-2019	12-31-2023
	Dominion Energy Solar CA, LLC	Executive Vice President, Chief of Staff and Corporate Secretary	12-01-2019	12-31-2023
	Dominion Energy Solutions I, Inc.	Executive Vice President, Chief of Staff and Corporate Secretary	12-01-2019	12-31-2023
	Dominion Energy South Carolina, Inc.	Executive Vice President, Chief of Staff and Corporate Secretary	12-01-2019	12-31-2023
	Dominion Energy Southeast Services, Inc.	Executive Vice President, Chief of Staff and Corporate Secretary	12-01-2019	12-31-2023
	Dominion Energy Technical Solutions, Inc.	Executive Vice President, Chief of Staff and Corporate Secretary	12-01-2019	12-31-2023
	Dominion Energy Technologies II, Inc.	Executive Vice President, Chief of Staff and Corporate Secretary	12-01-2019	12-31-2023
	Dominion Energy Technologies, Inc.	Executive Vice President, Chief of Staff and Corporate Secretary	12-01-2019	12-31-2023
	Dominion Energy Terminal Company, Inc.	Executive Vice President, Chief of Staff and Corporate Secretary	12-01-2019	12-31-2023
	Dominion Energy Wexpro Services Company	Executive Vice President, Chief of Staff and Corporate Secretary	12-01-2019	12-31-2023
	Dominion Energy, Inc.	Executive Vice President, Chief of Staff and Corporate Secretary and President - Dominion Energy Services	12-01-2019	12-31-2023
	Dominion Equipment III, Inc.	Executive Vice President, Chief of Staff and Corporate Secretary	12-01-2019	12-31-2023
	Dominion Equipment, Inc.	Executive Vice President, Chief of Staff and Corporate Secretary	12-01-2019	12-31-2023
	Dominion Fairless Hills, Inc.	Executive Vice President, Chief of Staff and Corporate Secretary	12-01-2019	12-31-2023
	Dominion First Source, LLC	Assistant Corporate Secretary	01-01-2018	12-31-2023
	Dominion Fowler Ridge Wind, LLC	Executive Vice President, Chief of Staff and Corporate Secretary	12-01-2019	12-31-2023
	Dominion Gas Projects Company, LLC	Executive Vice President, Chief of Staff and Corporate Secretary	12-01-2019	12-31-2023
	Dominion Generation, Inc.	Executive Vice President, Chief of Staff and Corporate Secretary	12-01-2019	12-31-2023
	Dominion Greenbrier, Inc.	Executive Vice President, Chief of Staff and Corporate Secretary	12-01-2019	12-31-2023
	Dominion High Voltage Holdings, Inc.	Executive Vice President, Chief of Staff and Corporate Secretary	12-01-2019	12-31-2023
	Dominion High Voltage MidAtlantic, Inc.	Executive Vice President, Chief of Staff and Corporate Secretary	12-01-2019	12-31-2023
	Dominion Investments, Inc.	Executive Vice President, Chief of Staff and Corporate Secretary	12-01-2019	12-31-2023
	Dominion Keystone Pipeline Holdings, Inc.	Executive Vice President, Chief of Staff and Corporate Secretary	12-01-2019	12-31-2023
	Dominion Keystone Pipeline, LLC	Executive Vice President, Chief of Staff and Corporate Secretary	12-01-2019	12-31-2023
	Dominion Land Management Company - Williamsburg	Assistant Corporate Secretary	01-01-2018	12-31-2023
	Dominion Lands - Williamsburg, Inc.	Assistant Corporate Secretary	01-01-2018	12-31-2023
	Dominion Lands, Inc.	Assistant Corporate Secretary	01-01-2018	12-31-2023
	Dominion MLP Holding Company III, Inc.	Executive Vice President, Chief of Staff and Corporate Secretary	12-01-2019	12-31-2023
	Dominion Mt. Storm Wind, LLC	Executive Vice President, Chief of Staff and Corporate Secretary	12-01-2019	12-31-2023
	Dominion Nuclear Projects, Inc.	Executive Vice President, Chief of Staff and Corporate Secretary	12-01-2019	12-31-2023
	Dominion Oklahoma Texas Exploration & Production, Inc.	Executive Vice President, Chief of Staff and Corporate Secretary	12-01-2019	12-31-2023
	Dominion Person, Inc.	Executive Vice President, Chief of Staff and Corporate Secretary	12-01-2019	12-31-2023
	Dominion Privatization Florida, LLC	Executive Vice President, Chief of Staff and Corporate Secretary	12-01-2019	12-31-2023
	Dominion Privatization Georgia, LLC	Executive Vice President, Chief of Staff and Corporate Secretary	12-01-2019	12-31-2023
	Dominion Privatization Holdings, Inc.	Executive Vice President, Chief of Staff and Corporate Secretary	12-01-2019	12-31-2023
	Dominion Privatization Kentucky, LLC	Executive Vice President, Chief of Staff and Corporate Secretary	12-01-2019	12-31-2023
	Dominion Privatization Maryland, LLC	Executive Vice President, Chief of Staff and Corporate Secretary	05-08-2020	12-31-2023
	Dominion Products and Services, Inc.	Executive Vice President, Chief of Staff and Corporate Secretary	12-01-2019	12-31-2023
	Dominion Projects Services, Inc.	Director	03-18-2015	12-31-2023
	Dominion Projects Services, Inc.	President	10-01-2020	12-31-2023
	Dominion Retail Gas Holdings, Inc.	Executive Vice President, Chief of Staff and Corporate Secretary	12-01-2019	12-31-2023
	Dominion Solar Holdings IV, LLC	Executive Vice President, Chief of Staff and Corporate Secretary	12-01-2019	12-31-2023
	Dominion Solar Projects C, Inc.	Executive Vice President, Chief of Staff and Corporate Secretary	12-01-2019	12-31-2023
	Dominion Solar Projects D, Inc.	Executive Vice President, Chief of Staff and Corporate Secretary	12-01-2019	12-31-2023
	Dominion Solar Projects III, Inc.	Executive Vice President, Chief of Staff and Corporate Secretary	12-01-2019	12-31-2023
	Dominion Solar Projects IV, Inc.	Executive Vice President, Chief of Staff and Corporate Secretary	12-01-2019	12-31-2023
	Dominion Solar Projects V, Inc.	Executive Vice President, Chief of Staff and Corporate Secretary	12-01-2019	12-31-2023
	Dominion Solar Projects VI, Inc.	Executive Vice President, Chief of Staff and Corporate Secretary	12-01-2019	12-31-2023
	Dominion Solar Projects VII, Inc.	Executive Vice President, Chief of Staff and Corporate Secretary	12-01-2019	12-31-2023
	Dominion Solar Services, Inc.	Executive Vice President, Chief of Staff and Corporate Secretary	12-01-2019	12-31-2023
	Dominion State Line, LLC	Executive Vice President, Chief of Staff and Corporate Secretary	12-01-2019	12-31-2023
	Dominion Voltage, Inc.	Executive Vice President, Chief of Staff and Corporate Secretary	12-01-2019	12-31-2023
	Dominion Wholesale, Inc.	Executive Vice President, Chief of Staff and Corporate Secretary	12-01-2019	12-31-2023
	Dominion Wind Development, LLC	Executive Vice President, Chief of Staff and Corporate Secretary	12-01-2019	12-31-2023
	Dominion Wind Projects, Inc.	Executive Vice President, Chief of Staff and Corporate Secretary	12-01-2019	12-31-2023
	Eagle Holdco Solar, LLC	Executive Vice President, Chief of Staff and Corporate Secretary	12-01-2019	12-31-2023
	Eagle Solar, LLC	Executive Vice President, Chief of Staff and Corporate Secretary	12-01-2019	12-31-2023
	Eastern Shore Solar LLC	Executive Vice President, Chief of Staff and Corporate Secretary	12-01-2019	12-31-2023
	ESCT-SA-Suffield, LLC	Executive Vice President, Chief of Staff and Corporate Secretary	11-13-2020	12-31-2023
	Fall North Carolina Holdco LLC	Executive Vice President, Chief of Staff and Corporate Secretary	09-01-2023	12-31-2023
	Fall West Holdco LLC	Executive Vice President, Chief of Staff and Corporate Secretary	09-01-2023	12-31-2023
	Fremont Farm, LLC	Executive Vice President, Chief of Staff and Corporate Secretary	12-01-2019	12-31-2023
	Governor's Land Associates	Assistant Corporate Secretary	01-01-2018	12-31-2023
	Greensville County Solar Project, LLC	Executive Vice President, Chief of Staff and Corporate Secretary	12-01-2019	12-31-2023
	Hardin Solar Energy, LLC	Executive Vice President, Chief of Staff and Corporate Secretary	06-01-2020	12-31-2023
	Hecate Energy Cherrydale LLC	Executive Vice President, Chief of Staff and Corporate Secretary	12-01-2019	12-31-2023
	Hecate Energy Clarke County LLC	Executive Vice President, Chief of Staff and Corporate Secretary	12-01-2019	12-31-2023
	Innovative Solar 37, LLC	Executive Vice President, Chief of Staff and Corporate Secretary	12-01-2019	12-31-2023
	Louisiana Hydroelectric Capital, LLC	Assistant Corporate Secretary	01-01-2018	12-31-2023
	Moffett Solar 1, LLC	Executive Vice President, Chief of Staff and Corporate Secretary	12-01-2019	12-31-2023
	Moorings Farm 2, LLC	Executive Vice President, Chief of Staff and Corporate Secretary	12-01-2019	12-31-2023
	Mustang Solar, LLC	Executive Vice President, Chief of Staff and Corporate Secretary	12-01-2019	12-31-2023
	Pickaway County II Solar Project, LLC	Executive Vice President, Chief of Staff and Corporate Secretary	05-12-2022	12-31-2023
	Pickaway County Solar Project, LLC	Executive Vice President, Chief of Staff and Corporate Secretary	05-12-2022	12-31-2023
	Pikeville Farm, LLC	Executive Vice President, Chief of Staff and Corporate Secretary	12-01-2019	12-31-2023
	Prairie Fork Wind Farm, LLC	Executive Vice President, Chief of Staff and Corporate Secretary	12-01-2019	12-31-2023
	PSNC Blue Ridge Corporation	Executive Vice President, Chief of Staff and Corporate Secretary	12-01-2019	12-31-2023
	PSNC Cardinal Pipeline Company	Executive Vice President, Chief of Staff and Corporate Secretary	12-01-2019	12-31-2023
	Public Service Company of North Carolina, Incorporated	Executive Vice President, Chief of Staff and Corporate Secretary	12-01-2019	12-31-2023
	Questar Gas Company	Executive Vice President, Chief of Staff and Corporate Secretary	12-01-2019	12-31-2023
	Questar InfoComm, Inc.	Executive Vice President, Chief of Staff and Corporate Secretary	12-01-2019	12-31-2023
	Ridgeland Solar Farm I, LLC	Executive Vice President, Chief of Staff and Corporate Secretary	12-01-2019	12-31-2023
	SCANA Corporate Security Services, Inc.	Executive Vice President, Chief of Staff and Corporate Secretary	12-01-2019	12-31-2023
	SCANA Corporation	Executive Vice President, Chief of Staff and Corporate Secretary	12-01-2019	12-31-2023
	Scott-II Solar LLC	Executive Vice President, Chief of Staff and Corporate Secretary	12-01-2019	12-31-2023
	Seabrook Solar, LLC	Executive Vice President, Chief of Staff and Corporate Secretary	12-01-2019	12-31-2023
	Siler Solar, LLC	Executive Vice President, Chief of Staff and Corporate Secretary	12-01-2019	12-31-2023
	Sol Madison Solar, LLC	Executive Vice President, Chief of Staff and Corporate Secretary	07-29-2020	12-31-2023
	South Carolina Fuel Company, Inc.	Executive Vice President, Chief of Staff and Corporate Secretary	12-01-2019	12-31-2023
	South Carolina Generating Company, Inc.	Executive Vice President, Chief of Staff and Corporate Secretary	12-01-2019	12-31-2023
	Southampton Solar LLC	Executive Vice President, Chief of Staff and Corporate Secretary	12-01-2019	12-31-2023
	Summit Farms Solar, LLC	Executive Vice President, Chief of Staff and Corporate Secretary	12-01-2019	12-31-2023
	Sussex Drive Solar Project, LLC	Executive Vice President, Chief of Staff and Corporate Secretary	12-01-2019	12-31-2023
	The East Ohio Gas Company	Executive Vice President, Chief of Staff and Corporate Secretary	12-01-2019	12-31-2023
	Trask East Solar, LLC	Executive Vice President, Chief of Staff and Corporate Secretary	10-06-2020	12-31-2023
	TWE Myrtle Solar Project, LLC	Executive Vice President, Chief of Staff and Corporate Secretary	12-01-2019	12-31-2023
	Vidalia Gichner Holdings, Inc.	Assistant Corporate Secretary	01-01-2018	12-31-2023
	Virginia Electric and Power Company	Executive Vice President, Chief of Staff and Corporate Secretary	12-01-2019	12-31-2023
	Virginia Power Fuel Corporation	Executive Vice President, Chief of Staff and Corporate Secretary	12-01-2019	12-31-2023
	Virginia Power Nuclear Services Company	Executive Vice President, Chief of Staff and Corporate Secretary	12-01-2019	12-31-2023
	Virginia Power Services Energy Corp., Inc.	Executive Vice President, Chief of Staff and Corporate Secretary	12-01-2019	12-31-2023
	Virginia Power Services, LLC	Executive Vice President, Chief of Staff and Corporate Secretary	12-01-2019	12-31-2023
	Virginia Solar 2017 Projects LLC	Executive Vice President, Chief of Staff and Corporate Secretary	12-01-2019	12-31-2023
	VP Property, Inc.	Executive Vice President, Chief of Staff and Corporate Secretary	12-01-2019	12-31-2023
	Wakefield Solar, LLC	Executive Vice President, Chief of Staff and Corporate Secretary	12-01-2019	12-31-2023

Name	Entity	Title	Effective Date	End Date
	Wexpro Company	Executive Vice President, Chief of Staff and Corporate Secretary	12-01-2019	12-31-2023
	Wexpro Development Company	Executive Vice President, Chief of Staff and Corporate Secretary	12-01-2019	12-31-2023
	Wexpro II Company	Executive Vice President, Chief of Staff and Corporate Secretary	12-01-2019	12-31-2023
	Wilshire Solar LLC	Executive Vice President, Chief of Staff and Corporate Secretary	12-01-2019	12-31-2023
	Wilshire Holdings, LLC	Assistant Corporate Secretary	01-01-2018	12-31-2023
	Yemassee Solar, LLC	Executive Vice President, Chief of Staff and Corporate Secretary	08-07-2020	12-31-2023
Ridge, Steven D.	96WI 8ME LLC	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	Atlanta Farms Solar Project, LLC	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	Atlantic Coast Pipeline, LLC	Vice President and Treasurer	11-24-2022	--
	Blackville Solar Farm, LLC	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	Blue Ocean Energy Marine, LLC	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	BOE Holdings, Inc.	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	BrightSuite Home, LLC	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	Buckeye Plains II Solar Project, LLC	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	Buckeye Plains Solar Project, LLC	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	Buckingham Solar I LLC	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	CEA Dairy RNG Colorado, LLC	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	CEA Dairy RNG Georgia, LLC	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	CEA Dairy RNG Idaho, LLC	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	CEA Dairy RNG Kansas, LLC	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	CEA Dairy RNG Nevada, LLC	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	CEA Dairy RNG New Mexico, LLC	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	CEA Dairy RNG Texas, LLC	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	Clean Energy Asset USA I, Inc.	Senior Vice President and Chief Financial Officer	12-27-2022	12-31-2023
	Clean Energy Asset USA II, Inc.	Senior Vice President and Chief Financial Officer	12-27-2022	12-31-2023
	Clean Energy Asset USA LLC	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	Clean Energy Enterprises, Inc.	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	Clipperton Holdings LLC	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	CNG Coal Company	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	CNG Power Services Corporation	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	Correctional Solar LLC	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	Dairy RNG Holdings, LLC	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	DE Arlington Solar, LLC	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	DE Chesterfield Solar, LLC	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	DE Fluvanna Solar, LLC	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	DE Hanover Solar, LLC	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	DE Henrico Solar, LLC	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	DE King William Solar, LLC	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	DE Louisa Solar, LLC	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	DE Newport News Solar, LLC	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	DE Powhatan Solar, LLC	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	DE Solutions Home, Inc.	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	DE Solutions Solar CT, Inc.	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	DE Solutions Solar Development, LLC	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	DE Solutions Solar SC, Inc.	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	DE Solutions Solar VA, Inc.	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	DE Virginia Beach Solar, LLC	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	DECP Holdings, Inc.	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	Denmark Solar, LLC	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	DEO Alternative Fuel, LLC	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	Dominion ACP Holding, Inc.	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	Dominion Alternative Energy Holdings, Inc.	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	Dominion Atlantic Coast Pipeline, LLC	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	Dominion Capital REMIC, Inc.	Director	11-24-2022	--
	Dominion Capital REMIC, Inc.	President	11-24-2022	--
	Dominion Capital Ventures Corporation	Director	11-24-2022	--
	Dominion Capital Ventures Corporation	President and Chief Executive Officer	11-24-2022	--
	Dominion Capital, Inc.	Director	11-24-2022	--
	Dominion Capital, Inc.	President	11-24-2022	--
	Dominion Cogen WV, Inc.	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	Dominion Energy Birdseye Holdings, Inc.	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	Dominion Energy Fuel Services, Inc.	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	Dominion Energy Gas Distribution, LLC	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	Dominion Energy Generation Marketing, Inc.	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	Dominion Energy Marketplace, LLC	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	Dominion Energy Nuclear Connecticut, Inc.	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	Dominion Energy Payroll Company, Inc.	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	Dominion Energy Questar Corporation	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	Dominion Energy RNG Holdings II, Inc.	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	Dominion Energy RNG Holdings, Inc.	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	Dominion Energy Services, Inc.	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	Dominion Energy Solar CA, LLC	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	Dominion Energy Solutions I, Inc.	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	Dominion Energy South Carolina, Inc.	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	Dominion Energy Southeast Services, Inc.	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	Dominion Energy Technical Solutions, Inc.	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	Dominion Energy Technologies II, Inc.	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	Dominion Energy Technologies, Inc.	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	Dominion Energy Terminal Company, Inc.	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	Dominion Energy Wexpro Services Company	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	Dominion Energy, Inc.	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	Dominion Equipment III, Inc.	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	Dominion Equipment, Inc.	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	Dominion Fairless Hills, Inc.	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	Dominion First Source, LLC	President	11-24-2022	--
	Dominion Fowler Ridge Wind, LLC	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	Dominion Gas Projects Company, LLC	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	Dominion Generation, Inc.	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	Dominion Greenbrier, Inc.	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	Dominion High Voltage Holdings, Inc.	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	Dominion High Voltage MidAtlantic, Inc.	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	Dominion Investments, Inc.	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	Dominion Keystone Pipeline Holdings, Inc.	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	Dominion Keystone Pipeline, LLC	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	Dominion Land Management Company - Williamsburg	Director	11-24-2022	--
	Dominion Land Management Company - Williamsburg	President	11-24-2022	--
	Dominion Lands - Williamsburg, Inc.	Director	11-24-2022	--
	Dominion Lands - Williamsburg, Inc.	President	11-24-2022	--
	Dominion Lands, Inc.	Director	11-24-2022	--
	Dominion Lands, Inc.	President	11-24-2022	--
	Dominion MLP Holding Company III, Inc.	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	Dominion Mt. Storm Wind, LLC	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	Dominion Nuclear Projects, Inc.	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	Dominion Oklahoma Texas Exploration & Production, Inc.	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	Dominion Person, Inc.	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	Dominion Privatization Florida, LLC	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	Dominion Privatization Georgia, LLC	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	Dominion Privatization Holdings, Inc.	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	Dominion Privatization Kentucky, LLC	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	Dominion Privatization Maryland, LLC	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	Dominion Products and Services, Inc.	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	Dominion Projects Services, Inc.	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	Dominion Retail Gas Holdings, Inc.	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	Dominion Solar Holdings IV, LLC	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	Dominion Solar Projects C, Inc.	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	Dominion Solar Projects D, Inc.	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	Dominion Solar Projects E, Inc.	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	Dominion Solar Projects IV, Inc.	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	Dominion Solar Projects V, Inc.	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	Dominion Solar Projects VI, Inc.	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	Dominion Solar Projects VII, Inc.	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	Dominion Solar Services, Inc.	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	Dominion State Line, LLC	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	Dominion Systems Group, LLC	President	11-24-2022	--
	Dominion Voltage, Inc.	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	Dominion Wholesale, Inc.	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	Dominion Wind Development, LLC	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	Dominion Wind Projects, Inc.	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	Eagle Holdco Solar, LLC	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023

Name	Entity	Title	Effective Date	End Date
	Eagle Solar, LLC	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	Eastern Shore Solar LLC	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	ESCT SA-Suffield, LLC	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	Fall North Carolina Holdco LLC	Senior Vice President and Chief Financial Officer	09-01-2023	12-31-2023
	Fall West Holdco LLC	Senior Vice President and Chief Financial Officer	09-01-2023	12-31-2023
	Fremont Farm, LLC	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	Governor's Land Associates	Director	11-24-2022	--
	Greenville County Solar Project, LLC	President	11-24-2022	--
	Hardin Solar Energy LLC	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	Hecate Energy Cherrydale LLC	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	Hecate Energy Clarke County LLC	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	Innovative Solar 37, LLC	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	Louisiana Hydroelectric Capital, LLC	President	11-24-2022	--
	Moffett Solar 1, LLC	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	Moorings Farm 2, LLC	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	Mustang Solar, LLC	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	Pickaway County II Solar Project, LLC	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	Pickaway County Solar Project, LLC	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	Pikeville Farm, LLC	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	Prairie Fork Wind Farm, LLC	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	PSNC Blue Ridge Corporation	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	PSNC Cardinal Pipeline Company	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	Public Service Company of North Carolina, Incorporated	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	Questar Gas Company	Director	11-24-2022	05-31-2024
	Questar Gas Company	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	Questar InfoComm, Inc.	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	Ridgeland Solar Farm I, LLC	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	SCANA Corporate Security Services, Inc.	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	SCANA Corporation	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	Scott-II Solar LLC	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	Seabrook Solar, LLC	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	Siler Solar, LLC	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	Sol Madison Solar, LLC	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	South Carolina Fuel Company, Inc.	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	South Carolina Generating Company, Inc.	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	Southampton Solar LLC	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	Stonehouse Development Company, LLC	President	11-24-2022	--
	Summit Farms Solar, LLC	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	Sussex Drive Solar Project, LLC	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	The East Ohio Gas Company	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	Trask East Solar, LLC	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	TWE Myrtle Solar Project, LLC	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	Vidalia Gichner Holdings, Inc.	Director	11-24-2022	--
	Vidalia Gichner Holdings, Inc.	President	11-24-2022	--
	Virginia Electric and Power Company	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	Virginia Power Fuel Corporation	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	Virginia Power Fuel Securitization, LLC	President and Chief Financial Officer	02-05-2024	--
	Virginia Power Nuclear Services Company	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	Virginia Power Services Energy Corp., Inc.	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	Virginia Power Services, LLC	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	Virginia Solar 2017 Projects LLC	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	VP Property, Inc.	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	Wakefield Solar, LLC	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	Wexpro Company	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	Wexpro Development Company	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	Wexpro II Company	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	Wilkinson Solar LLC	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
	Wishire Holdings, LLC	President	11-24-2022	--
	Yemassee Solar, LLC	Senior Vice President and Chief Financial Officer	11-24-2022	12-31-2023
Showalter, Alma W.	96WI BME LLC	Vice President - Tax	03-23-2017	--
	Atlanta Farms Solar Project, LLC	Vice President - Tax	05-12-2022	--
	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, LLC	Vice President - Tax	12-01-2019	--
	Buckeye Plains II Solar Project, LLC	Vice President - Tax	05-12-2022	--
	Buckeye Plains Solar Project, LLC	Vice President - Tax	05-12-2022	--
	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 I, Inc.	Vice President - Tax	12-27-2022	--
	Clean Energy Asset USA II, Inc.	Vice President - Tax	12-27-2022	--
	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 Chesterfield Solar, LLC	Vice President - Tax	04-12-2022	--
	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	--
	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 Solutions Home, Inc.	Vice President - Tax	08-20-2021	--
	DE Solutions Solar CT, Inc.	Vice President - Tax	10-13-2020	--
	DE Solutions Solar Development, LLC	Vice President - Tax	03-25-2021	--
	DE Solutions Solar SC, Inc.	Vice President - Tax	08-06-2020	--
	DE Solutions Solar VA, Inc.	Vice President - Tax	08-14-2019	--
	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	03-06-2024
	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	04-05-2024
	Dominion Energy Fuel Services, Inc.	Vice President - Tax	08-11-2015	--
	Dominion Energy Gas Distribution, LLC	Vice President - Tax	10-01-2019	03-06-2024
	Dominion Energy Generation Marketing, 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 Payroll Company, Inc.	Vice President - Tax	05-19-2015	--
	Dominion Energy Questar Corporation	Vice President - Tax	09-16-2016	03-06-2024
	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 Solutions I, Inc.	Vice President - Tax	08-30-2018	--
	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	05-31-2024
	Dominion Energy, Inc.	Vice President - Tax	01-01-2014	--
	Dominion Equipment III, Inc.	Vice President - Tax	06-09-2015	--



Name	Entity	Title	Effective Date	End Date
	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	05-31-2024
	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	11-08-2023	--
	Dominion Privatization South Carolina, LLC	Vice President - Tax	11-08-2023	--
	Dominion Privatization Texas, LLC	Vice President - Tax	11-08-2023	--
	Dominion Privatization Virginia, LLC	Vice President - Tax	11-08-2023	--
	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	--
	Fall North Carolina Holdco LLC	Vice President - Tax	09-01-2023	--
	Fall West Holdco LLC	Vice President - Tax	09-01-2023	05-31-2024
	Fremont Farm, LLC	Vice President - Tax	06-29-2017	--
	Greensville 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	--
	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	--
	Pickaway County II Solar Project, LLC	Vice President - Tax	05-12-2022	--
	Pickaway County Solar Project, LLC	Vice President - Tax	05-12-2022	--
	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	--
	Questar Gas Company	Vice President - Tax	09-16-2016	05-31-2024
	Questar InfoComm, Inc	Vice President - Tax	09-16-2016	05-31-2024
	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	04-05-2024
	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	03-06-2024
	Trask East Solar, LLC	Vice President - Tax	10-06-2020	--
	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	05-31-2024
	Wexpro Development Company	Vice President - Tax	09-16-2016	05-31-2024
	Wexpro II Company	Vice President - Tax	09-16-2016	05-31-2024
	Wilkinson Solar LLC	Vice President - Tax	11-18-2019	--
	Yemassee Solar, LLC	Vice President - Tax	08-07-2020	--
Stites, Brandon E.	Dominion Energy Technical Solutions, Inc	Vice President - Engineering & Construction	06-01-2023	--
	Dominion High Voltage Holdings, Inc	Vice President - Engineering & Construction	06-01-2023	--
	Dominion High Voltage MidAtlantic, Inc	Vice President - Engineering & Construction	06-01-2023	--
	Dominion Voltage, Inc	Vice President - Engineering & Construction	06-01-2023	--
	Virginia Electric and Power Company	Vice President - Engineering & Construction	06-01-2023	--
	Virginia Power Nuclear Services Company	Vice President - Engineering & Construction	06-01-2023	--
	Virginia Power Services Energy Corp., Inc	Vice President - Engineering & Construction	06-01-2023	--
Tornabene, Amanda "Mandy" B.	36TH DME LLC	Vice President - Governance and Assistant Corporate Secretary	09-01-2021	--
	Align RNG, LLC	Vice President and Secretary	09-01-2022	--
	Atlanta Farms Solar Project, LLC	Vice President - Governance and Assistant Corporate Secretary	05-12-2022	--
	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, LLC	Vice President - Governance and Assistant Corporate Secretary	09-01-2021	--
	Buckeye Plains II Solar Project, LLC	Vice President - Governance and Assistant Corporate Secretary	05-12-2022	--
	Buckeye Plains Solar Project, LLC	Vice President - Governance and Assistant Corporate Secretary	05-12-2022	--
	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 I, Inc	Vice President - Governance and Assistant Corporate Secretary	12-27-2022	--
	Clean Energy Asset USA II, Inc	Vice President - Governance and Assistant Corporate Secretary	12-27-2022	--
	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 Chesterfield Solar, LLC	Vice President - Governance and Assistant Corporate Secretary	04-12-2022	--
	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	--

Name	Entity	Title	Effective Date	End Date
	DE Solutions Home, Inc.	Vice President - Governance and Assistant Corporate Secretary	09-01-2021	--
	DE Solutions Solar CT, Inc.	Vice President - Governance and Assistant Corporate Secretary	09-01-2021	--
	DE Solutions Solar Development, LLC	Vice President - Governance and Assistant Corporate Secretary	09-01-2021	--
	DE Solutions Solar SC, Inc.	Vice President - Governance and Assistant Corporate Secretary	09-01-2021	--
	DE Solutions Solar VA, Inc.	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	03-06-2024
	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	12-31-2023
	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	04-05-2024
	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	03-06-2024
	Dominion Energy Generation Marketing, 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 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	03-06-2024
	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	--

Name	Entity	Title	Effective Date	End Date
	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 Solutions I, Inc.	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	--
	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	05-31-2024
	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	05-31-2024
	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	11-08-2023	--
	Dominion Privatization South Carolina, LLC	Vice President - Governance and Assistant Corporate Secretary	11-08-2023	--
	Dominion Privatization Texas, LLC	Vice President - Governance and Assistant Corporate Secretary	11-08-2023	--
	Dominion Privatization Virginia, LLC	Vice President - Governance and Assistant Corporate Secretary	11-08-2023	--
	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	--
	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	--
	Pickaway County II Solar Project, LLC	Vice President - Governance and Assistant Corporate Secretary	05-12-2022	--
	Pickaway County Solar Project, LLC	Vice President - Governance and Assistant Corporate Secretary	05-12-2022	--
	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	--
	Questar Gas Company	Vice President - Governance and Assistant Corporate Secretary	09-01-2021	05-31-2024
	Questar InfoComm, Inc.	Vice President - Governance and Assistant Corporate Secretary	09-01-2021	05-31-2024
	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	--
	Siller 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	04-05-2024
	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	03-06-2024
	Trask East Solar, 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	05-31-2024
	Wexpro Development Company	Vice President - Governance and Assistant Corporate Secretary	09-01-2021	05-31-2024
	Wexpro II Company	Vice President - Governance and Assistant Corporate Secretary	09-01-2021	05-31-2024
	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	--
Wellener, Wendy T.	96WI 8ME LLC	Vice President - Shared Services	01-01-2018	--
	Atlanta Farms Solar Project, LLC	Vice President - Shared Services	05-12-2022	--
	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, LLC	Vice President - Shared Services	08-30-2018	--
	Buckeye Plains II Solar Project, LLC	Vice President - Shared Services	05-12-2022	--
	Buckeye Plains Solar Project, LLC	Vice President - Shared Services	05-12-2022	--
	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	01-19-2020	--
	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	--



Name	Entity	Title	Effective Date	End Date
	Clean Energy Asset USA I, Inc.	Vice President - Shared Services	12-27-2022	--
	Clean Energy Asset USA II, Inc.	Vice President - Shared Services	12-27-2022	--
	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 Chesterfield Solar, LLC	Vice President - Shared Services	04-12-2022	--
	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 Solutions Home, Inc.	Vice President - Shared Services	08-20-2021	--
	DE Solutions Solar CT, Inc.	Vice President - Shared Services	10-13-2020	--
	DE Solutions Solar Development, LLC	Vice President - Shared Services	03-25-2021	--
	DE Solutions Solar SC, Inc.	Vice President - Shared Services	08-06-2020	--
	DE Solutions Solar VA, Inc.	Vice President - Shared Services	08-14-2019	--
	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	03-06-2024
	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	04-05-2024
	Dominion Energy Fuel Services, Inc.	Vice President - Shared Services	12-01-2019	--
	Dominion Energy Gas Distribution, LLC	Vice President - Shared Services	12-01-2019	03-06-2024
	Dominion Energy Generation Marketing, 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	03-06-2024
	Dominion Energy RNG Holdings II, Inc.	Vice President - Shared Services	08-24-2019	--
	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 Solutions I, Inc.	Vice President - Shared Services	08-30-2018	--
	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	05-31-2024
	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	05-31-2024
	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 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	--
	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	--
	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	--
	Pickaway County II Solar Project, LLC	Vice President - Shared Services	05-12-2022	--
	Pickaway County Solar Project, LLC	Vice President - Shared Services	05-12-2022	--
	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	--
	Questar Gas Company	Vice President - Shared Services	01-01-2018	05-31-2024
	Questar InfoComm, Inc.	Vice President - Shared Services	01-01-2018	05-31-2024
	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	04-05-2024
	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	03-06-2024
	Trask East Solar, LLC	Vice President - Shared Services	10-06-2020	--
	TWE Myrtle Solar Project, LLC	Vice President - Shared Services	08-06-2019	--

Name	Entity	Title	Effective Date	End Date
	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	05-31-2024
	Wexpro Development Company	Vice President - Shared Services	01-01-2018	05-31-2024
	Wexpro II Company	Vice President - Shared Services	01-01-2018	05-31-2024
	Wilkinson Solar LLC	Vice President - Shared Services	11-18-2019	--
	Yemassee Solar, LLC	Vice President - Shared Services	08-07-2020	--
Williams, Jason E.	96W1 BME LLC	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	Atlanta Farms Solar Project, LLC	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	Blackville Solar Farm, LLC	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	Blue Ocean Energy Marine, LLC	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	BOE Holdings, Inc.	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	BrightSole Home, LLC	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	Buckeye Plains II Solar Project, LLC	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	Buckeye Plains Solar Project, LLC	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	Buckingham Solar I LLC	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	CEA Dairy RNG Colorado, LLC	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	CEA Dairy RNG Georgia, LLC	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	CEA Dairy RNG Idaho, LLC	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	CEA Dairy RNG Kansas, LLC	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	CEA Dairy RNG Nevada, LLC	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	CEA Dairy RNG New Mexico, LLC	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	CEA Dairy RNG Texas, LLC	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	Clean Energy Asset USA I, Inc.	Vice President - Environmental & Sustainability	12-27-2022	07-31-2023
	Clean Energy Asset USA II, Inc.	Vice President - Environmental & Sustainability	12-27-2022	07-31-2023
	Clean Energy Asset USA LLC	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	Clean Energy Enterprises, Inc.	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	Clipperton Holdings LLC	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	CNG Coal Company	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	CNG Power Services Corporation	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	Correctional Solar LLC	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	Dairy RNG Holdings, LLC	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	DE Arlington Solar, LLC	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	DE Chesterfield Solar, LLC	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	DE Fluvanna Solar, LLC	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	DE Hanover Solar, LLC	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	DE Henrico Solar, LLC	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	DE King William Solar, LLC	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	DE Louisa Solar, LLC	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	DE Newport News Solar, LLC	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	DE Powhatan Solar, LLC	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	DE Solutions Home, Inc.	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	DE Solutions Solar CT, Inc.	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	DE Solutions Solar Development, LLC	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	DE Solutions Solar SC, Inc.	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	DE Solutions Solar VA, Inc.	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	DE Virginia Beach Solar, LLC	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	DECP Holdings, Inc.	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	Denmark Solar, LLC	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	DEO Alternative Fuel, LLC	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	Dominion ACP Holding, Inc.	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	Dominion Alternative Energy Holdings, Inc.	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	Dominion Atlantic Coast Pipeline, LLC	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	Dominion Capital, Inc.	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	Dominion Cogen WV, Inc.	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	Dominion Energy Birdseye Holdings, Inc.	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	Dominion Energy Fuel Services, Inc.	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	Dominion Energy Gas Distribution, LLC	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	Dominion Energy Generation Marketing, Inc.	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	Dominion Energy Marketplace, LLC	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	Dominion Energy Nuclear Connecticut, Inc.	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	Dominion Energy Payroll Company, Inc.	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	Dominion Energy Questar Corporation	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	Dominion Energy RNG Holdings II, Inc.	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	Dominion Energy RNG Holdings, Inc.	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	Dominion Energy Services, Inc.	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	Dominion Energy Solar CA, LLC	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	Dominion Energy Solutions I, Inc.	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	Dominion Energy South Carolina, Inc.	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	Dominion Energy Southeast Services, Inc.	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	Dominion Energy Technical Solutions, Inc.	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	Dominion Energy Technologies II, Inc.	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	Dominion Energy Technologies, Inc.	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	Dominion Energy Terminal Company, Inc.	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	Dominion Energy Wexpro Services Company	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	Dominion Energy, Inc.	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	Dominion Equipment III, Inc.	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	Dominion Equipment, Inc.	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	Dominion Fairless Hills, Inc.	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	Dominion Fowler Ridge Wind, LLC	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	Dominion Gas Projects Company, LLC	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	Dominion Generation, Inc.	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	Dominion Greenbrier, Inc.	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	Dominion High Voltage Holdings, Inc.	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	Dominion High Voltage MidAtlantic, Inc.	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	Dominion Investments, Inc.	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	Dominion Keystone Pipeline Holdings, Inc.	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	Dominion Keystone Pipeline, LLC	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	Dominion MLP Holding Company III, Inc.	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	Dominion Mt. Storm Wind, LLC	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	Dominion Nuclear Projects, Inc.	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	Dominion Oklahoma Texas Exploration & Production, Inc.	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	Dominion Person, Inc.	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	Dominion Privatization Florida, LLC	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	Dominion Privatization Georgia, LLC	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	Dominion Privatization Kentucky, LLC	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	Dominion Privatization Maryland, LLC	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	Dominion Products and Services, Inc.	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	Dominion Projects Services, Inc.	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	Dominion Retail Gas Holdings, Inc.	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	Dominion Solar Holdings IV, LLC	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	Dominion Solar Projects C, Inc.	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	Dominion Solar Projects D, Inc.	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	Dominion Solar Projects III, Inc.	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	Dominion Solar Projects IV, Inc.	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	Dominion Solar Projects V, Inc.	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	Dominion Solar Projects VI, Inc.	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	Dominion Solar Projects VII, Inc.	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	Dominion Solar Services, Inc.	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	Dominion State Line, LLC	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	Dominion Voltage, Inc.	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	Dominion Wholesale, Inc.	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	Dominion Wind Development, LLC	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	Dominion Wind Projects, Inc.	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	Eagle Holdco Solar, LLC	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	Eagle Solar, LLC	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	Eastern Shore Solar LLC	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	ESCT-SA-Suffield, LLC	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	Fremont Farm, LLC	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023

Name	Entity	Title	Effective Date	End Date
	Greenville County Solar Project, LLC	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	Hardin Solar Energy LLC	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	Hecate Energy Cherrydale LLC	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	Hecate Energy Clarke County LLC	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	Innovative Solar 37, LLC	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	Moffett Solar 1, LLC	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	Moorings Farm 2, LLC	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	Mustang Solar, LLC	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	Pickaway County II Solar Project, LLC	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	Pickaway County Solar Project, LLC	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	Pikeville Farm, LLC	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	Prairie Fork Wind Farm, LLC	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	PSNC Blue Ridge Corporation	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	PSNC Cardinal Pipeline Company	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	Public Service Company of North Carolina, Incorporated	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	Qwestar Gas Company	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	Qwestar InfoComm, Inc.	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	Ridgeland Solar Farm I, LLC	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	SCANA Corporate Security Services, Inc.	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	SCANA Corporation	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	Scott-II Solar LLC	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	Seabrook Solar, LLC	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	Siler Solar, LLC	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	Sol Madison Solar, LLC	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	South Carolina Fuel Company, Inc.	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	South Carolina Generating Company, Inc.	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	Southampton Solar LLC	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	Summit Farms Solar, LLC	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	Sussex Drive Solar Project, LLC	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	The East Ohio Gas Company	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	Trask East Solar, LLC	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	Tredgar Solar Fund I, LLC	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	TWE Myrtle Solar Project, LLC	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	Virginia Electric and Power Company	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	Virginia Power Fuel Corporation	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	Virginia Power Nuclear Services Company	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	Virginia Power Services Energy Corp., Inc.	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	Virginia Power Services, LLC	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	Virginia Solar 2017 Projects LLC	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	VP Property, Inc.	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	Wakefield Solar, LLC	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	Wexpro Company	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	Wexpro Development Company	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	Wexpro II Company	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	Wilkinson Solar LLC	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
	Yemassee Solar, LLC	Vice President - Environmental & Sustainability	09-01-2022	07-31-2023
Windle, W. Keith	Dominion Energy Services, Inc.	Senior Vice President - Administrative Services	03-01-2022	--
	Dominion Energy South Carolina, Inc.	Senior Vice President - Administrative Services	03-01-2022	--
	Dominion Energy, Inc.	Senior Vice President - Administrative Services	03-01-2022	--
	Dominion Gas Projects Company, LLC	Senior Vice President - Administrative Services	03-01-2022	05-31-2024
	Dominion Oklahoma Texas Exploration & Production, Inc.	Senior Vice President - Administrative Services	03-01-2022	--
	Qwestar Gas Company	Senior Vice President - Administrative Services	07-01-2022	05-31-2024
	The East Ohio Gas Company	Senior Vice President - Administrative Services	03-01-2022	03-06-2024
	Virginia Electric and Power Company	Senior Vice President - Administrative Services	03-01-2022	--

## 1.6 Changes in Ownership as of December 31, 2023

No changes.

Entity	Ownership Change

## 1.7 Affiliate Descriptions of December 31, 2023

Affiliated Entity	Purpose
<b>Dominion Energy, Inc.</b>	Corporate parent holding company (publically traded on NYSE: D)
<b>Dominion Energy Questar Corporation</b>	Holding company for Questar entities and much of Dominion Energy's Gas Distribution assets
<b>NYSEARCH Robotics, LLC</b>	Collaborative research, development and demonstration organization dedicated to serving its gas utility member companies; Questar Gas Company holds 5.1% ownership interest.
<b>Wexpro Development Company</b>	Provides oil and gas exploration services.
<b>Wexpro Company</b>	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 II Agreement, with operations in Wyoming, Colorado and Utah.
<b>Wexpro II Company</b>	Develops and produces any newly acquired gas reserves on behalf of Dominion Energy, and delivers natural gas at its cost of service under the terms of the Wexpro II Agreement.
<b>Dominion Energy Wexpro Services Company</b>	Services company for Wexpro employees.
<b>Questar InfoComm, Inc.</b>	Provides telecommunication technology solutions and services to Questar affiliates as well as communication services for large to medium external businesses.
<b>Dominion Energy Gas Distribution, LLC</b>	Holding company of Dominion Energy subsidiaries engaged in the distribution of natural gas to residential, commercial and industrial customers, including without limitation, financing activities.
<b>The East Ohio Gas Company</b>	Local gas distribution utility (LDC) in Ohio.
<b>Dominion Gas Projects Company, LLC</b>	Engage in any related or incidental activities of the Cove Point LNG facility
<b>Dominion Products and Services, Inc.</b>	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.
<b>Dominion Generation, Inc.</b>	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.
<b>Dominion Energy Services, Inc.</b>	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, 2023

Affiliated Entity	Dominion Energy Ownership Interest	Services Provided Pursuant to IASA <sup>(1)</sup>			NON-IASA Goods and Services <sup>(2)</sup>		
		Services Received	Services Provided	Total Received & Provided	Services Received	Services Provided	Total Received & Provided
<b>Wexpro</b>	100%	-	2,207,428.84	2,207,428.84	186,554,063.91	-	186,554,063.91
<b>Dominion Energy Questar Corporation</b>	100%	2,003,410.43	195,353.86	2,198,764.29	-	-	-
<b>Questar InfoComm, Inc</b>	100%	22,236.51	-	22,236.51	-	-	-
<b>Dominion Products and Services Inc</b>	100%	-	105,445.52	105,445.52	-	-	-
<b>Wexpro II</b>	100%	-	482,127.00	482,127.00	76,750,254.79	-	76,750,254.79
<b>Dominion Energy Services</b>	100%	53,055,675.92	1,265,893.54	54,321,569.46	-	-	-
<b>Dominion Generation</b>	100%	-	-	-	-	-	-
<b>Dominion Energy RNG Holdings</b>	100%	-	-	-	-	-	-
<b>Dominion Energy RNG Holdings II</b>	100%	-	-	-	-	-	-
<b>Dominion Energy Ohio</b>	100%	51,899.34	6,555.15	58,454.49	-	-	-
		<u>55,133,222.20</u>	<u>4,262,803.91</u>	<u>59,396,026.11</u>	<u>263,304,318.70</u>	<u>-</u>	<u>263,304,318.70</u>

- (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  
(3) Services provided by Dominion Energy Services include Treasury, Accounting, Cybersecurity and Human Resources. The majority of these costs are labor costs based on market rates.

## 2.2 Affiliate Transactions

### Wexpro Company

### Affiliated Transactions

### For the Year Ended December 31, 2023

<u>Account Description</u>	<u>Questar Gas Received Services</u>	<u>Questar Gas Provided Services</u>	
Gas Royalties	32,565,593.91		(a)
Operator Service Fee	153,988,470.00		(a)
Administrative services under the IASA		2,207,428.84	(b)
<b>Total</b>	<b>186,554,063.91</b>	<b>2,207,428.84</b>	
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

### Dominion Energy East Ohio

### Affiliated Transactions

### For the Year Ended December 31, 2023

<u>Account Description</u>	<u>Questar Gas Received Services</u>	<u>Questar Gas Provided Services</u>	
Administrative services under the IASA	51,899.34	6,555.15	(a)
<hr/>			
<b>Total</b>	<b>51,899.34</b>	<b>6,555.15</b>	
<hr/>			
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. Questar Gas received services are primarily hot tap services provided by the Ohio operations team. They provide these services because they have the equipment and expertise to perform this highly specialized work.

## 2.2 Affiliate Transactions

### Dominion Energy Questar Corporation

#### Affiliated Transactions

#### For the Year Ended December 31, 2023

<u>Account Description</u>	<u>Questar Gas Received Services</u>	<u>Questar Gas Provided Services</u>	
Administrative services under the IASA	2,003,410.43	195,353.86	(a)
<hr/>			
<b>Total</b>	<b>2,003,410.43</b>	<b>195,353.86</b>	
<hr/>			
Basis of pricing	(a)	(a)	
Cost of service	NA	NA	
The margin of charges over costs	NA	NA	
Assets allocable to the services	NA	NA	
The overall rate of return on assets	NA	NA	

(a) Services are performed under the IASA. Questar Gas Received Service is primarily rent expense associated with the Utah Center. The lease terminates in 2029.

**2.2 Affiliate Transactions**  
**Dominion Energy RNG Holdings**  
**Affiliated Transactions**  
**For the Year Ended December 31, 2023**

<u>Account Description</u>	<u>Questar Gas Received Services</u>	<u>Questar Gas Provided Services</u>
Administrative services under the IASA		- (a)
<b>Total</b>	-	-
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, 2023

<u>Account Description</u>	<u>Questar Gas Received Services</u>	<u>Questar Gas Provided Services</u>	
Telecom Services	22,236.51	-	(a)
<hr/>			
<b>Total</b>	<b>22,236.51</b>	<b>-</b>	
<hr/>			
Basis of pricing	(a)	(a)	
Cost of service	NA	NA	
The margin of charges over costs	NA	NA	
Assets allocable to the services	NA	NA	
The overall rate of return on assets	NA	NA	

(a) Services are performed under the IASA. Questar Gas received Service is primarily telemetry service for company communicatons. Many of the locations served are in remote areas where there is no competition.

**2.2 Affiliate Transactions**  
**Dominion Energy RNG Holdings II**  
**Affiliated Transactions**  
**For the Year Ended December 31, 2023**

<u>Account Description</u>	<u>Questar Gas Received Services</u>	<u>Questar Gas Provided Services</u>	
Administrative services under the IASA		-	(a)
<b>Total</b>	-	-	
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 Products and Services, Inc

### Affiliated Transactions

### For the Year Ended December 31, 2023

<u>Account Description</u>	<u>Questar Gas Received Services</u>	<u>Questar Gas Provided Services</u>	
Administrative services under the IASA	-	105,445.52	(a)
<hr/>			
<b>Total</b>	-	105,445.52	
<hr/>			
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

### Wexpro II

### Affiliated Transactions

### For the Year Ended December 31, 2023

<u>Account Description</u>	<u>Questar Gas Received Services</u>	<u>Questar Gas Provided Services</u>
Gas Royalties	17,184,843.79	
Operator Service Fee	59,565,411.00	
Administrative services under the IASA		482,127.00
<b>Total</b>	<b>76,750,254.79</b>	<b>482,127.00</b>

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

### Dominion Energy Services

#### Affiliated Transactions

#### For the Year Ended December 31, 2023

<u>Account Description</u>	<u>Questar Gas Received Services</u>	<u>Questar Gas Provided Services</u>	
Administrative services under the IASA	53,055,675.92	1,265,893.54	(a)
<hr/>			
<b>Total</b>	<b>53,055,675.92</b>	<b>1,265,893.54</b>	
<hr/>			
Basis of pricing	(a)	(a)	
Cost of service	NA	NA	
The margin of charges over costs	NA	NA	
Assets allocable to the services	NA	NA	
The overall rate of return on assets	NA	NA	

(a) Services are performed under the IASA.

## 2.2 Affiliate Transactions

### Dominion Generation, Inc

### Affiliated Transactions

### For the Year Ended December 31, 2023

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

### **3.0 Financial Statements**

Financial statements for the year ended December 31, 2023 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, (millions)	2023	2022
<b>ASSETS</b>		
<b>Current Assets</b>		
Cash and cash equivalents	\$ 184	\$ 119
Customer receivables (less allowance for doubtful accounts of \$38 and \$27)	2,251	2,157
Other receivables (less allowance for doubtful accounts of \$1 and \$2)	258	375
Inventories:		
Materials and supplies	1,251	1,132
Fossil fuel	417	358
Gas stored	30	38
Derivative assets	699	1,019
Margin deposit assets	38	480
Prepayments	246	294
Regulatory assets	1,309	1,883
Other	175	210
Current assets held for sale	18,529	1,785
Total current assets	25,387	9,850
<b>Investments</b>		
Nuclear decommissioning trust funds	6,946	5,957
Investment in equity method affiliates	268	295
Other	324	325
Total investments	7,538	6,577
<b>Property, Plant and Equipment</b>		
Property, plant and equipment	83,417	75,708
Accumulated depreciation and amortization	(24,637)	(23,396)
Total property, plant and equipment, net	58,780	52,312
<b>Deferred Charges and Other Assets</b>		
Goodwill	4,143	4,143
Pension and other postretirement benefit assets	1,779	1,479
Intangible assets, net	945	813
Derivative assets	597	1,038
Regulatory assets	8,356	8,265
Other	1,507	1,487
Total deferred charges and other assets	17,327	17,225
<b>Noncurrent Assets Held for Sale</b>		
	—	18,831
Total assets	\$ 109,032	\$ 104,795

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

At December 31, (millions)	2023	2022
<b>LIABILITIES AND SHAREHOLDERS' EQUITY</b>		
<b>Current Liabilities</b>		
Securities due within one year	\$ 6,589	\$ 3,337
Supplemental credit facility borrowings	450	—
Short-term debt	3,956	3,423
Accounts payable	921	1,163
Accrued interest, payroll and taxes	1,075	909
Derivative liabilities	346	772
Regulatory liabilities	522	748
Other <sup>(1)</sup>	1,732	1,695
Current liabilities held for sale	8,885	1,403
Total current liabilities	24,476	13,450
<b>Long-Term Debt</b>		
Long-term debt	32,368	32,515
Junior subordinated notes	688	1,387
Supplemental credit facility borrowings	—	450
Other	192	232
Total long-term debt	33,248	34,584
<b>Deferred Credits and Other Liabilities</b>		
Deferred income taxes	6,611	5,021
Deferred investment tax credits	1,098	1,140
Regulatory liabilities	8,674	8,435
Asset retirement obligations	5,641	5,062
Derivative liabilities	321	625
Other	1,434	1,275
Total deferred credits and other liabilities	23,779	21,558
<b>Noncurrent Liabilities Held for Sale</b>		
Total liabilities	81,503	77,136
<b>Commitments and Contingencies (see Note 23)</b>		
<b>Shareholders' Equity</b>		
Preferred stock (See Note 19)	1,783	1,783
Common stock – no par <sup>(2)</sup>	23,728	23,605
Retained earnings	3,524	3,843
Accumulated other comprehensive loss	(1,506)	(1,572)
Shareholders' equity	27,529	27,659
Noncontrolling interests	—	—
Total shareholders' equity	27,529	27,659
Total liabilities and shareholders' equity	\$ 109,032	\$ 104,795

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

(2) 1.8 billion shares authorized; 838 million shares and 835 million shares outstanding at December 31, 2023 and 2022, 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, (millions, except per share amounts)	2023	2022	2021
<b>Operating Revenue</b>	<b>\$ 14,393</b>	<b>\$ 13,938</b>	<b>\$ 11,419</b>
<b>Operating Expenses</b>			
Electric fuel and other energy-related purchases	3,935	3,711	2,368
Purchased electric capacity	55	59	70
Purchased gas	285	426	392
Other operations and maintenance	3,160	3,365	3,177
Depreciation and amortization	2,580	2,442	2,117
Other taxes	684	675	690
Impairment of assets and other charges	307	1,401	194
Losses (gains) on sales of assets	(27)	426	415
Total operating expenses	10,979	12,505	9,423
Income from operations	3,414	1,433	1,996
Other income (expense)	992	109	1,139
Interest and related charges	1,674	1,002	1,255
Income from continuing operations including noncontrolling interests before income tax expense (benefit)	2,732	540	1,880
Income tax expense (benefit)	575	113	(181)
<b>Net Income From Continuing Operations Including Noncontrolling Interests</b>	<b>2,157</b>	<b>427</b>	<b>2,061</b>
<b>Net Income (Loss) From Discontinued Operations Including Noncontrolling Interests<sup>(1)(2)</sup></b>	<b>(163)</b>	<b>894</b>	<b>1,358</b>
<b>Net Income Including Noncontrolling Interests</b>	<b>1,994</b>	<b>1,321</b>	<b>3,419</b>
<b>Noncontrolling Interests</b>	<b>—</b>	<b>—</b>	<b>20</b>
<b>Net Income Attributable to Dominion Energy</b>	<b>\$ 1,994</b>	<b>\$ 1,321</b>	<b>\$ 3,399</b>
<b>Amounts attributable to Dominion Energy</b>			
Net income from continuing operations	\$ 2,157	\$ 427	\$ 2,041
Net income (loss) from discontinued operations	(163)	894	1,358
Net income attributable to Dominion Energy	\$ 1,994	\$ 1,321	\$ 3,399
<b>EPS - Basic</b>			
Net income from continuing operations	\$ 2.48	\$ 0.41	\$ 2.44
Net income (loss) from discontinued operations	(0.19)	1.08	1.68
Net income attributable to Dominion Energy	\$ 2.29	\$ 1.49	\$ 4.12
<b>EPS - Diluted</b>			
Net income from continuing operations	\$ 2.48	\$ 0.41	\$ 2.44
Net income (loss) from discontinued operations	(0.19)	1.08	1.68
Net income attributable to Dominion Energy	\$ 2.29	\$ 1.49	\$ 4.12

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

(2) Includes income tax expense of \$1.3 billion, \$197 million and \$374 million for the years ended December 31, 2023, 2022 and 2021, respectively.

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

Dominion Energy, Inc.  
Consolidated Statements of Comprehensive Income

Year Ended December 31, (millions)	2023	2022	2021
Net income including noncontrolling interests	\$ 1,994	\$ 1,321	\$ 3,419
Other comprehensive income (loss), net of taxes:			
Net deferred gains (losses) on derivatives-hedging activities, net of \$1, \$(22) and \$(6) tax	—	67	15
Changes in unrealized net gains (losses) on investment securities, net of \$(19), \$29 and \$7 tax	55	(100)	(7)
Changes in net unrecognized pension and other postretirement benefit costs (credits), net of \$(9), \$76 and \$(54) tax	27	(218)	144
Amounts reclassified to net income:			
Net derivative (gains) losses-hedging activities, net of \$(10), \$(15) and \$(15) tax	33	42	46
Net realized (gains) losses on investment securities, net of \$3, \$(6) and \$5 tax	(11)	19	(18)
Net pension and other postretirement benefit costs (credits), net of \$20, \$(27) and \$(29) tax	(41)	75	82
Net earnings from equity method investees, net of \$(1), \$— and \$— tax	3	—	—
Changes in other comprehensive income from equity method investees, net of \$—, \$— and \$1 tax	—	1	(3)
Total other comprehensive income (loss)	66	(114)	259
Comprehensive income including noncontrolling interests	2,060	1,207	3,678
Comprehensive income attributable to noncontrolling interests	—	—	20
Comprehensive income attributable to Dominion Energy	\$ 2,060	\$ 1,207	\$ 3,658

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



## Wexpro Company Consolidated Balance Sheets

At December 31,	2023	2022
(millions)		
<b>ASSETS</b>		
<b>Current Assets</b>		
Cash and cash equivalents	\$ 6.8	\$ 13.0
Accounts receivable, net of allowance for uncollectible accounts of \$- and \$-	8.0	7.1
Receivables from affiliates	19.5	39.9
Materials and supplies, at lower of average cost or market	27.8	13.2
Regulatory assets <sup>(1)</sup>	18.1	19.8
Prepaid expenses and other	1.4	1.6
Total current assets	81.6	94.6
<b>Property, Plant and Equipment</b>		
Cost-of-service gas and oil property, plant and equipment, successful efforts method	2,138.4	2,008.8
Accumulated depreciation, depletion and amortization	(1,467.6)	(1,413.2)
Total cost-of-service gas and oil property, plant and equipment, net	670.8	595.6
<b>Other Assets</b>		
Other	69.3	64.6
Total other assets	69.3	64.6
Total assets	\$ 821.7	\$ 754.8
<b>LIABILITIES AND COMMON SHAREHOLDER'S EQUITY</b>		
<b>Current Liabilities</b>		
Accounts payable	\$ 7.0	\$ 4.2
Payables to affiliates	4.4	5.7
Affiliated current borrowings	10.0	11.0
Accrued expenses and other	22.6	17.4
Regulatory liabilities	6.5	4.9
Production and other taxes	11.7	21.9
Total current liabilities	62.2	65.1
<b>Deferred Credits and Other Liabilities</b>		
Deferred income taxes	54.0	55.8
Asset retirement obligations	133.6	106.5
Regulatory liabilities	49.5	55.2
Other	2.2	1.6
Total deferred credits and other liabilities	239.3	219.1
Total liabilities	301.5	284.2
<b>Commitments and Contingencies (see Note 7)</b>		
<b>Common Shareholder's Equity</b>		
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	345.8	296.2
Total common shareholder's equity	520.2	470.6
Total liabilities and common shareholder's equity	\$ 821.7	\$ 754.8

(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)	2023	2022
<b>Revenues</b>		
Operator service fee <sup>(1)</sup>	\$ 213.6	\$ 227.1
Oil and NGL sales	12.9	17.2
Other	4.3	4.8
Total revenues	230.8	249.1
<b>Operating Expenses</b>		
Operating and maintenance <sup>(1)</sup>	35.3	26.7
General and administrative <sup>(1)</sup>	23.7	21.4
Production and other taxes	41.1	39.5
Depreciation, depletion and amortization	68.3	68.4
Accretion expense	5.3	4.6
Total operating expenses	173.7	160.6
Operating income	57.1	88.5
Other income <sup>(1)</sup>	3.5	0.3
Income from operations before income tax expense	60.6	88.8
Income tax expense	11.1	15.5
Net Income	\$ 49.5	\$ 73.3

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

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

### **III. 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  
2023**

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  392,444,552 (b) 3/1/2023  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	13,460,187 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")  
2023

<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</u> <sup>(a)</sup>	<u>Interest Rate Range</u>		<u>Interest Expense Incurred by QGC</u>	<u>Interest Income Earned by QGC</u>
December-22					\$ (116,471,636)				
January-23	\$ 201,786,990	\$ 155,117,500	-	-	\$ (163,141,125)	4.61%	4.79%	289,490	-
February-23	\$ 355,808,427	\$ 127,625,000	-	-	\$ (391,324,552)	4.79%	4.88%	502,427	-
March-23	\$ 132,681,851	\$ 143,943,000	-	-	\$ (380,063,404)	4.86%	5.35%	1,451,851	-
April-23	\$ 42,413,658	\$ 83,800,000	-	-	\$ (338,677,062)	5.18%	5.40%	1,521,658	-
May-23	\$ 36,821,926	\$ 120,806,000	-	-	\$ (254,692,988)	4.26%	5.25%	1,093,926	-
June-23	\$ 57,381,133	\$ 69,733,000	-	-	\$ (242,341,121)	5.42%	5.45%	1,051,133	-
July-23	\$ 46,802,469	\$ 54,633,000	-	-	\$ (234,510,590)	5.44%	5.56%	1,113,469	-
August-23	\$ 65,978,646	\$ 54,864,000	-	-	\$ (245,625,236)	5.56%	5.60%	1,172,646	-
September-23	\$ 82,843,139	\$ 38,038,000	-	-	\$ (290,430,375)	5.60%	5.62%	1,215,139	-
October-23	\$ 39,930,708	\$ 48,215,218	-	-	\$ (282,145,865)	5.59%	5.62%	1,390,490	-
November-23	\$ 62,569,206	\$ 55,881,000	-	-	\$ (288,834,071)	5.60%	5.62%	1,312,206	-
December-23	\$ 70,251,752	\$ 76,721,000	-	-	\$ (282,364,822)	5.62%	5.65%	1,345,752	-
<b>TOTAL</b>	<b>\$ 1,195,269,905</b>	<b>\$ 1,029,376,718</b>	<b>\$ -</b>	<b>\$ -</b>				<b>\$ 13,460,187</b>	<b>\$ -</b>

<sup>(a)</sup> 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, indentify the entities involved, the nature of the debt, the orginal amount, the highest amount during the year ended December 31, 2019 and the balance as of December 31, 2023.**

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:**

	<b>Amount</b>
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.	622,969.29
5.2 Questar Gas charged Dominion Generation, Inc., an unregulated affiliate, for rent and rental improvements for the year ended December 31, 2023.	0.00
5.4	0.00



## **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, 2023

<b>Affiliate</b>	<b>Job Title</b>	<b>Count</b>
Dom Energy Services, Inc.	Senior Retail Transportation Analyst	1
Dom Energy Services, Inc.	Business Systems Specialist	1
Total		2

## 6.2 Report of Questar Gas Employee Transfer From Affiliates During the Year Ended December 31, 2023

<b>Affiliate</b>	<b>Job Title</b>	<b>Count</b>
Va Electric & Power Co.	Business Process Sys Analyst GIG	1
Dom En South Carolina, In	Gas Operations Rep III	1
Public Srvc Co of NC, Inc	Gas Operations Rep II	1
Dom Energy Services, Inc.	Mgr Engineering	1
Dom Energy Services, Inc.	Mgr Energy Efficiency	1
Dom Energy Services, Inc.	Mgr Region Operations	1
Dom Energy Services, Inc.	Distribution Technician II	1
Dom Energy Services, Inc.	Intern	1
Dom Energy Services, Inc.	Associate Meter Shop Technician	1
Total		9

## **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, 2023**

#### **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 2023 all costs were charged directly through to Questar Gas from DES and not through Questar Corp. The allocated amounts were as follows:

<b>Affiliate name</b>	<b>Total services received</b>	<b>Amount of allocated services</b>
Dominion Energy Services, Inc.	\$53,005,676	\$20,680,815

\$1,265,893 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.



# DOMINION ENERGY SERVICES, INC.

## ACCOUNTING POLICY AND COST ALLOCATION MANUAL

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## **EXHIBITS**

**EXHIBIT 1 DES EXECUTIVE CHART**

**EXHIBIT 2 FORM DES SERVICES AGREEMENT**

**EXHIBIT 3 DES TIME ENTRY TRAINING**

**EXHIBIT 4 DES TIME ENTRY & APPROVAL POLICY**

**EXHIBIT 5 DES COST CENTERS 2021**

**EXHIBIT 6 DES BILLING ENTITY CODES 2021**

**EXHIBIT 7 DES FERC FORM 60**

**EXHIBIT 8 DES CHART OF ACCOUNTS**

## A. Overview

The purpose of this Accounting Policy and Cost Allocation Manual is to provide information related to the accounting practices and procedures for assigning the costs of Dominion Energy Services, Inc. (DES) to Dominion Energy, Inc. (DEI) and its subsidiaries. Exhibit 1 shows the executive organizational chart.

### **Background:**

- DES is a centralized ‘service company’ and was incorporated on October 14, 1999. At such time it was subject to the Public Utility Holding Company Act (PUHCA) of 1935 under the authority of the Securities and Exchange Commission (SEC). However, on August 8, 2005, Congress signed the Energy Policy Act of 2005 into law, which repealed PUHCA and enacted the Public Utility Holding Company Act of 2005 (PUHCA 2005). PUHCA 2005 transferred authority over service companies from the SEC to the Federal Energy Regulatory Commission (FERC).
- A service company, as defined by Section 366.1 of PUHCA 2005, is ‘any associate company within a holding company system organized specifically for the purpose of providing non-power goods or services or the sale of goods or construction work to any public utility in the same holding company system.’ DES’ purpose is to provide cost effective, centralized services to other subsidiaries of Dominion Energy, Inc.
- These subsidiaries are referred to as ‘affiliates.’ As such, DES is subject to FERC financial accounting, reporting and records retention requirements in accordance with Parts 366-369 and 375 of Title 18 of the Code of Federal Regulations (CFR) governed by Final Rule Order No. 684 issued October 19, 2006.
- FERC rules specify that:
  - all services provided between DES and its affiliates will be provided ‘at cost’ (367.25)
  - charges for services must include summary of accounts by service provided and be classified as direct, indirect or compensation for use of capital (367.27)
  - the cost accumulation system must identify the methods of allocation and the accounts to be charged (367.28)
  - changes to allocation methodologies must be communicated in writing to affiliated companies (367.28)
  - time records will be maintained to support billing for services rendered (367.30)
- The Form of DES Services Agreement included in Exhibit 2 lists and describes a specific group of services available from DES to affiliates. Each department or function within DES has been placed within a specific ‘DES service function.’ Affiliates have certain options as to what services they elect to receive from DES.

- DES utilizes a ‘work order’ system (work orders are referred to internally as ‘projects’ or ‘Work Breakdown Structure [WBS] Elements’) to ensure that costs are properly accumulated and distributed in a fair and equitable manner to all affiliates that benefit from its services. Within this manual, ‘WBS Element’ and ‘Project’ are used interchangeably. Time records are maintained for all service company (DES) employees to support the costs that are assigned to each affiliate. See Exhibits 3 and 4 for a copy of a training course for all DES employees on DES time entry and the time entry and approval policy, respectively. DES’ costs are assigned in their entirety and no residual profit or loss remains on the books.

## **B. DES Organizational Structure**

- DES is organized into major functional groups:
  - Core Corporate Functions
    - Business Services (Human Resources; Shared Services; Aviation & Travel; Corporate Secretary and Ethics & Compliance; Environmental; Information Technology)
    - Executive Services
    - Legal Services
    - External Affairs & Corporate Communications (Communications and Government Affairs)
    - Finance (Tax, Treasury, Financial Planning & Investor Relations, Enterprise Risk Management, Corporate Strategy, and Accounting Services)
    - Regulatory Affairs (Regulation, Corporate Public Policy, Compliance)
    - Audit Services
  - Other Functions
    - Software/Hardware Pooling
    - Operations
    - Customer Services
    - Energy Marketing
- Underlying each major functional group in DES are cost centers. Exhibit 5 is a representation of active DES cost centers with descriptions of the services they provide.

### **C. Services Provided and Received by DES**

- DES and any DEI affiliate receiving services from DES must execute an approved DES Services Agreement. The Service agreement should be in place prior to the affiliate receiving any such service. Typically, DES service agreements are generally established for each first-tier subsidiary of DEI, unless there are regulatory or audit requirements to bill to a lower level. Exceptions have been made for second-tier subsidiaries of DEI due to their significant financial and operational activity. See the Form of DES Service Agreement at Exhibit 2 for details on services available to be provided by DES to affiliates and corresponding allocation methods for each of these services.
- When billing services to other DEI affiliates, care must be exercised to align costs billed with the ‘cost causation’ standard. (Affiliates whose operations give rise to the costs should pay for the costs via proper charging and billing.) DES’ philosophy is to apportion its costs in a fair and equitable manner.
- Exhibit 6 is a listing of all DEI affiliates receiving DES services by company code. Each DEI affiliate that receives services from DES is assigned a ‘billing entity’ code name which is the equivalent of the Affiliate cost center receiving the bill. For particular DEI affiliates, DES produces the bill by business ‘process’ (such as the Dominion Energy Virginia Nuclear process). In these cases, a business ‘process’ equates to a ‘billing entity’ code.
- Additional approvals from state regulatory commissions may be required for regulated companies to provide services to DES. For example, Virginia Electric and Power Company (VEPCO) provides services to DES under the revised Support Services Agreement between VEPCO and DES that was effective 1/1/2021.
- The cost of services billed to DES by DEI affiliates must be at cost.

## **D. DES Allocation Methods and Allocation WBS Elements**

DES enters into service agreements with individual DEI affiliates as well as subsets or groups of DEI affiliates. This is because there are specific services provided to these entities, which are not provided to all DEI affiliates. In these cases, DES will develop an allocation methodology for just that group of companies, based on the services provided. Below is a description of how this process takes place.

- An allocation method may be developed for all companies or for a group of companies. As such, there may be more than one distribution (i.e. allocation) factor for each method. In general, allocation methods will only be created to capture billing project costs greater than \$1 million, or for billing project costs over multiple periods, unless there are regulatory requirements.
- The allocation factors are calculated in accordance with the DES Services Agreement. Allocation factors are updated annually and then as necessary to reflect fair and equitable distributions to all companies that benefit from the services provided.
- Allocations must be aligned with the ‘cost causation’ standard (as is the case with direct charges). Allocations must be designed to allocate costs only to the affiliates that benefit from the service provided (e.g. no default allocation to all companies on the basis of simplicity when a better allocation can be determined). DES’ intention is to apportion costs to affiliates in a fair and equitable manner.
- Costs that are not specifically associated with a particular affiliate are typically charged to ‘allocation’ WBS elements (i.e. billing projects). Each allocation WBS element is assigned an allocation method and allocation factor.

## **E. DES Department Services & Expense Policy**

This policy is intended to provide direction for departments within DES.

### General

- Each DES service function will provide services to affiliates under the rules as defined in the DES Services Agreement.
- Each DES service function must charge or allocate their resource time via the DES billing process. Affiliates receiving services from DES will be billed on a monthly basis.
- Charges for DES services to affiliates will not be made outside the normal DES billing process.

### Department Expenses

- Each department (or group of departments) is assigned a cost center within the DES reporting hierarchy that is associated with a specific service function as defined in the DES Services Agreement. DES employees assigned to a particular department will be associated with the department cost center.
- All department expenses related to DES employees and the provision of their service to affiliates will be charged to the department cost center. These costs will include:
  - DES employee labor, benefits, payroll taxes, and incentives
  - DES employee-related expenses (expense reports, travel expenses, entertainment expenses, training expenses, employee relations expenses)
  - DES department support costs (supplies, administrative support contractors, vehicle charges)
  - DES department 'infrastructure' costs (cost of space occupied, use and maintenance of office furniture and equipment [including computer resources], and communications services [telephone and LAN]).
- Expenses incurred by DES specifically for the benefit of an affiliate or group of affiliates will not be charged to a DES department cost center. They will be charged to a DES affiliate billing project (with the appropriate cost center for responsibility reporting). Examples include:
  - Contractor personnel retained to provide services directly for affiliates
  - Specific supplies or materials purchased directly in support of affiliates (if they are not recorded as direct expenses on the affiliate's financial records)
- Expenses incurred by DES in connection with the provision of services to a specific affiliate

should not be confused with the direct expenses of the affiliate. Direct affiliate expenses will not be charged to DES. They will be recorded directly on the affiliate's (Virginia Power, Dominion Energy, etc.) financial records. Care must be taken when identifying costs as DES cost as opposed to direct affiliate cost.

#### Capital 'Work' and Assets

- DES will not record affiliate inventory or assets on its financial records. Affiliate inventory items and assets are properly recorded on the affiliate's financial records.
- DES work is considered to be an outside service, and may only be characterized as 'capital' if charged directly to an affiliate's capital project. It is up to the affiliate to capitalize costs dependent on the affiliate's capitalization policy.
- DES' internal 'capital' work will only be allowed in the case of a DES owned asset (an asset that would remain on DES books and support its 'provision of service' mission). The Dominion capitalization policy governs DES' internal 'capital' work.
- The Fixed Asset Group makes the ultimate determination as to qualification for capitalization. The Controller will make ultimate determination as to the appropriateness of capitalization as a DES asset. Capitalization thresholds for DES are as follows:

Computer Software	>= \$100,000
Other Assets	>= \$2,000

#### Charging of Services to Affiliates

- DES employees are classified as either 'Group A' or 'Group B' employees. Group A employees are those employees that perform specific service functions as defined in the DES Services Agreement. Group B employees are administrative support employees involved in supporting Group A employees.
- Group A employees will charge all time worked to a specific WBS element or billing project. This excludes nonproductive time such as vacation and sick time, which will continue to be charged to the appropriate nonproductive time code. WBS elements are not used with nonproductive codes. Costs of nonproductive time will be incorporated in the employee's activity price. The activity price or standard labor rate comprises the labor cost for the employee providing service.
- Group B employees do not charge WBS elements. They continue to charge nonproductive time to the appropriate nonproductive time code. These costs default to their cost center and their charges follow the labor charges of Group A employees in their assigned cost center.
- Aviation pilots are considered Group B employees and although their costs default to their cost centers (aviation services), their costs are included in the cost of the aircraft



usage. This is because there are no Group A employees within those cost centers.

- Specific WBS elements will be created for each DES service function to charge.
- Two types of Billing WBS elements (projects) are created:
  - WBS elements for direct charges to specific affiliates
  - WBS elements which will allocate time charges per an approved allocation methodology (under the DES Services Agreement)
- In addition, specific tracking WBS elements ('interim' projects) are created as required to identify expenses of key DES activities. Costs of these interim projects will settle into billing WBS elements or billing cost centers for billing purposes. See Section H for a discussion of Interim Projects.

#### Time Recordation

Direct charging of time to a specific affiliate is the preferred alternative under the DES Services Agreement.

- In the event direct charging of time to a specific affiliate is not practical, time may be recorded to an allocation WBS element specific to the DES service being provided (for example, Payroll services are allocated on the number of employees in a particular affiliate).
- Refer to Exhibit 4 for employee time reporting policy.

#### Costing DES Services

- Group A employee time charged is costed at the activity price (standard labor rate) associated with that employee's position.
- SAP functionality is used to facilitate systematic calculation of planned Activity Prices and true-up to actual prices. This functionality assumes 'unbundling' of Activity Prices to only include labor and exclude benefits, payroll taxes and any additional overhead. These changes eliminate any residual balances (difference between standard and actual) on cost centers, eliminate DES true-up process, and provide more transparency into labor related components for regulatory reporting.
- A custom program moves costs from cost centers for benefits, incentives, payroll taxes, other overheads to WBSs and Orders on the basis of activity allocations (or labor charges) from the cost center to the WBSs in the current month.

#### Contractor Guidelines

- Administrative support contractors should be considered department support expenses and

follow DES labor charges. For costing purposes, they will be treated in the same manner as Group B employees. Administrative support contractors include:

- Temporary office help
  - Office equipment maintenance contractors (for periodic, limited term work and to the extent the equipment is owned by DES)
  - Consultants on small, limited-term engagements (to the extent they are considered an expense of DES)
- Cost of contractors who are managed as supplemental DES resources (actively involved in DES performing its service function) should be charged to a specific interim project or 'billing' WBS element. This element may be either a direct WBS element for a particular affiliate or an approved allocation 'billing' WBS element for that particular department or DES service function use. Contractors managed as supplemental DES resources include:
    - Software programmers
    - LAN support personnel
  - Contractors who are secured to provide services exclusively for a particular affiliate or exclusively for a specific application within an affiliate should be considered direct expenses of the affiliate.
  - Administrative control of contractors by DES management should not be viewed as the sole criteria for their characterization as DES expenses. DES service functions will routinely be selected by affiliates to manage certain processes and costs within the affiliates under terms of the DES Services Agreement (these costs are often referred to at Dominion as 'shared services' costs). This does not transfer responsibility for these costs to DES.

#### Convenience Payments

- A convenience payment is a cash payment made by DES for the benefit and convenience of affiliates when it is impractical or inefficient to make these payments from the affiliate companies. Payments of this type are related to activities and programs that are centrally managed and are paid in lump sum manner. Affiliates will reimburse DES for cash paid on their behalf. Convenience payments are not considered expenses of DES and are not part of the normal DES billing process. Examples of convenience payments include:
  - Affiliate insurance premium payments (non-'affiliate-specific' programs)
  - Affiliate workers compensation premium payments
  - Affiliate benefits

Use of convenience payments will be limited. All convenience payments must be approved in advance by the Controller.

- Refer to Section J for Convenience Payments policy statement and guidance.

Other Expenses

Prepaid expense – Prepaid expenses should be recognized as cash is paid for goods and/or services to be received at a future date. A prepaid amount will then be amortized over the period of services or until the service contract expires. See below for the guidelines for amortization of prepaid items.

<b>DRS Amortization Guidelines</b>		
<b>Amount</b>	<b>12 or Fewer Months</b>	<b>More than 12 Months</b>
25,000 or less	Do Not Amortize	Do Not Amortize
25,001 - 50,000	Do Not Amortize	Always Amortize
50,001 or greater	Always Amortize	Always Amortize
* In the case of agreements that are >12 months, never amortize if the per month amount would be less than \$1,000.		
**Invoices can be bundled for amortization, to the extent the invoices are covered under the same PO, and are all for the same term.		
**An invoice with different products that have the same performance period should be bundled into one amortization.		

## **F . DES Billing System Illustrated**

There is a DES ‘work order’ system that is utilized to capture costs for distribution to DEI affiliates. The following notes augment specific points throughout this process.

- Generally, costs are recorded in either cost centers or WBS elements.

### DES Billing Overview

- Time and expenses of department employees are accumulated in DES cost centers (e.g., Legal Services, Payroll, etc.). Certain corporate overheads such as employee benefits and incentives, rent and depreciation expense are recorded in ‘common’ cost centers and allocated monthly to the department cost centers.
- Each department’s cost is identified on the affiliates’ bills in terms of the service function they provide.

### DES Billing for Services Provided

- Department employees charge their time to a ‘direct’ billing project (if they provide service specifically for an affiliate) or to an ‘allocation’ billing project. Employees’ time and expenses are moved from the cost center to the billing project via an ‘activity allocation,’ which represents the total cost of the service. At month end, the billing projects are settled to affiliate billing cost centers. These cost centers accumulate all costs that are billed to each affiliate and facilitate preparation of the bill that is recorded on the affiliate’s books.

### DES Activity Price Components

- As noted above, an employee’s time and expenses are moved from the cost center to the billing projects via an activity allocation. An activity allocation is equal to the employee’s activity price multiplied by hours charged. The activity price comprises the labor cost for the employee providing service.

## **G. DES Project Policies & Procedures (Work Orders)**

As described in this manual, DES uses a combination of interim projects and billing projects to effect fair and equitable cost apportionment to affiliates. Billing projects may either be defined as direct billing projects or allocation billing projects.

### **Control Considerations**

- Direct billing projects and allocation billing projects will only be created and maintained by DES Accounting. These projects affect the core integrity of the billing system.
- Allocation billing projects will have allocation settlement rules maintained by DES Accounting. No other group will maintain these rules.
- Interim projects (see Section H) will only be maintained by DES Accounting, DES Financial & Business Services, or Operating Company Financial & Business Services personnel in control of DES operational support groups. Field personnel will not be allowed to create or maintain these projects.
- DES capital projects (related to DES-owned assets) will be established using a procedure similar to that for interim projects. Fixed Asset Accounting must review the settlement on these projects as to proper accounting policy and appropriateness for capitalization. DES capital projects must be approved by DES Accounting prior to Fixed Asset Accounting releasing the project.

### **Set-up Considerations**

- Direct and allocation billing projects will be established such that they settle costs in their entirety to DES billing cost centers. Interim project settlement rules will be established to settle their costs only into a DES billing cost center or allocation billing project with the following exception:
  - DES internal projects that are approved by Finance for settlement to DES cost pools
- Interim projects will never settle costs back into DES labor service cost centers. All costs will maintain an 'outbound' character for billing purposes, settling either to cost pools or affiliates. Interim projects will never have special purpose allocation factors or 'self-made' allocation settlements other than what is specifically prescribed in Exhibit 2 of this manual unless approved in advance by DES Accounting. This situation does occur sometimes when DES employees provide services for specific subsets of companies other than what is ordinarily set up, but this will not be routinely approved due to the loss of allocation control by DES Accounting.

- DES capital projects will be established using 'XX' as the leading characters in the project number. This designation is used to facilitate internal DES reporting. No projects other than DES capital projects and Fleet M5 projects will have these characters.

#### **Review requirements for existing projects**

- DES projects will be reviewed periodically as to use. Inactive projects will be closed. Inactive projects that remain open increase the likelihood of billing error in that costs could post to these projects and be billed incorrectly due to lack of settlement rule maintenance. Projects will be reviewed at least annually.
- DES Accounting will have sole responsibility for reviewing and closing inactive direct and allocation billing projects.
- The applicable Financial & Business Services Group will have responsibility for reviewing and closing inactive interim projects. The decision to close a project should reflect a change in the service level to an affiliate or completion of a specific affiliate work activity tracked by the applicable interim project.
- DES capital projects will be reviewed by the applicable Financial & Business Services Group and by Fixed Asset Accounting. Completed projects will be closed promptly. Prompt action is required to properly reflect these items as DES fixed assets as opposed to work in process on the balance sheet, and for depreciation/amortization to begin.

## H. Use of Interim Projects within DES

- In certain cases, it may be advantageous to capture additional ‘tracking’ detail during DES’ provision of service to affiliates. In this case, ‘interim’ projects may be requested. For example, an affiliate service recipient may need to track costs of particular DES support for:
  - ✓ Specific project costing for key projects
  - ✓ Billing to joint owners or partners

Or DES may need to capture additional internal ‘tracking’ detail for:

- ✓ Specific project costing for key projects
- An ‘interim’ project will be structured to pass its cost or settle to a direct billing cost center or allocation billing project (as referenced above). After settlement to the billing project or billing cost center, the costs are billed according to the settlement rule.
- Interim project detail is not provided as part of the actual bill to the affiliate. Interim project detail is ad hoc in nature, provided as supplementary information to the bill, and often provides a basis for affiliate accounting personnel to reclassify charges for proper tracking within the affiliate.

DES interim projects are established and maintained by the DES Financial & Business Services groups, including budgeting groups responsible for DES operational support employees. Other groups are not permitted to create or to change the master data of these projects.

### Procedure for Requesting Interim Projects

- After the affiliate service recipient/DES service provider identifies the need for additional detail for specific services, they should contact their applicable DES Financial & Business Services group to make a request.
- Their DES Financial & Business Services group will review the request as to business need. If approved, their DES Financial & Business Services group will create the interim project(s) and establish settlement (rules) into the appropriate affiliate billing project. They will contact DES Accounting for specific billing guidance, if required.
- Each interim project may receive a ‘customer number’ in the project master data if the project supports additional tracking detail requested by an affiliate service recipient. The customer number will generally contain the corresponding project number or unique identifier established by the affiliate service recipient. The customer number is a link that facilitates ad hoc reporting for expense re-class purposes by the affiliate. Customer numbers should generally not be used on interim projects used for internal DES tracking.
- Interim projects will be structured such that they reflect unique projects that may receive support from various DES service providers. For example, if a project will receive engineering, legal, and tax support from DES, a single project will preferably be established

to collect the total project costs. Separate WBS elements are established for the engineering, legal, and tax groups to charge and these WBS elements reflect the 'service prefix' for the DES service being performed. The 'project definition' level of a DES interim project begins with a prefix distinguishable to the group that manages the specific set of interim projects.



## I. Definitions of Direct and Indirect Costs

### Billing Projects

DES employees typically charge WBS elements (Projects or Work Orders) that bill costs to affiliates in two ways:

- Direct billing projects send their costs to individual companies (legal entities) or to a billing cost center within a legal entity (the total of all the billing cost centers on a legal entity total the legal entity's total billing) or segment.
- Allocation billing projects apportion their costs to individual companies (or processes) that cross multiple segments based on the allocation methods as defined in the DES Services Agreement.

Certain Dominion companies participate in a consolidated Dominion Money Pool (Pool). DES administers this pool, but also participates in the pool. Depending on whether the service company is in a net lending position (funds exceed obligations) or borrowing position (obligations exceed funds), the respective interest revenue or expense is shared amongst the participants via the same allocation in which labor charges are billed for the current month.

### Billing Invoices

Billings presented to affiliates have costs segregated in the following categories. (Within all categories, costs are separated by service.)

- DES Direct Charges - represent charges that have been identified for billing to a legal entity. No allocation is performed to arrive at these charges.
- DES Direct Allocated Charges- represents charges that are allocated to legal entities within one reporting segment. The charges in aggregate are 'direct' charges to the segment. An example of this type of charge is the cost of the Gas Distribution Segment Controller group. Costs of this group are allocated only to companies within the Gas Infrastructure segment.
- DES Corporate Allocated Charges - represent charges for corporate functions that are allocated to multiple segment companies. An example of this type of charge is the cost of DES Accounting. Costs of this group are allocated to companies in all segments.

## **J. Convenience Payment Policy**

### Definition:

A 'convenience payment' is a cash payment made by DES for the benefit and convenience of affiliates. Payments of this type are related to activities and programs that are centrally managed and are paid in a lump sum manner. Convenience payments are cash transfers (i.e. balance sheet) only and do not represent legal expenses of DES. As such, they have no income statement (i.e. expense) impact to DES.

### Examples:

- ✓ Affiliate insurance premium payments (non-'affiliate-specific' programs)
- ✓ Affiliate workers compensation premium payments
- ✓ Affiliate benefits payments

### Policy:

- Convenience payments are strictly controlled. The Controller must approve convenience payments DES may make on behalf of affiliate companies. Approval will be contingent on the type of payment, the recurring nature of the payment, the dollar magnitude of the payment, and the efficiencies gained by the corporation as a result of treating the transaction as a convenience payment.
- In no case will convenience payments be characterized as expenses of DES. Expenses related to the convenience payment(s) will be recorded on the appropriate affiliate(s) financial records. As such, convenience payments will not be part of the normal DES service billings to affiliates.
- Cash for convenience payments made by DES on behalf of affiliate companies will be fully reimbursed by said affiliates.

### Methodology for processing convenience payments:

- The DES service function retained to manage the affiliate activity (giving rise to the convenience payment) will determine the level of expenses that should be recorded on the affiliate's financial records. (The 'DES service function' is defined as a function or department within DES that has been chosen to provide services to affiliate companies under the election as specified in the DES Services Agreement).
- It will be the responsibility of the DES service function to separate the convenience payment into each affiliate's portion for proper recordation and cash reimbursement.
- The DES service function will process the cash convenience payment by instructing the Accounts Payable group to make payment to the vendor. The cross-company journal entry

entered by Accounts Payable will reduce (credit) DES' cash account and increase (debit) the appropriate natural expense account on each affiliate's financial books who uses SAP as their financial system. For non-SAP affiliates, single company entries are recorded. DES will record a receivable from the non-SAP affiliate and credit cash. The non-SAP affiliate will record expense (debit) to the appropriate natural expense account and a payable to DES (credit).

- For cross-company entries, the SAP financial system automatically creates affiliate customer/vendor invoices to balance inter-company transactions. A customer invoice (accounts receivable) is created on DES' books, and a vendor invoice (accounts payable) is created on each affiliate's books for whom the payment was made.
- Billings and invoice preparation occur approximately the third working day of the month. Our SAP Accounts Payable Module allows cash recovery of inter-company transactions in an automated manner. Once the billings occur, the operating companies have until the 18th of the month to review and dispute billed amounts. If no disputes occur, cash is transferred prior to end of month.

## **K. DES Procurement/Payment Practices**

### **General**

As described in the DES Services Agreement, the Supply Chain (Procurement) Service may '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.' These services may relate to materials and services procured for DES internal purposes or for affiliated companies. When services are provided related to procurement activities for the benefit of affiliate companies, care must be exercised to distinctly separate DES costs of providing the procurement support, and the costs of the goods and services procured. Costs related to the actual goods and services procured for affiliate companies must be recorded on the financial records of the affiliate.

The FERC Uniform System of Accounts for Centralized Service Companies provides guidance in Title 18 CFR Part 367 that specifies:

(a) 'Cost of materials, construction payrolls, outside services, and other expenses directly attributable to construction work shall be excluded from the accounting system of the service company and charged directly by the vendor or supplier to the construction project.'

And that:

(b) 'Service costs allocated to centralized procurement activities shall include only the cost of the support services performed by the service company in connection with the procurement of goods for associate companies. Costs of goods procured shall be excluded from the accounting system of the service company and charged directly by the vendor or supplier to the associate company concerned.'

### **Master Purchase Agreements**

It may be advantageous to enter into master purchase agreements in the name of Dominion Energy Services. Agreements of this type may provide flexibility to extend purchase agreements to future affiliates or to existing affiliates that may need the related goods or services in the future. In this case, the purchase agreements are normally written to include 'Dominion Energy Services, Inc., its parent Dominion Energy, Inc. and any parent, affiliate or subsidiary of either now or in the future'. Language of this type in no way negates the requirements to record the expenses related to actual purchases on the financial records of the affiliate, as detailed in the general policies above. This may require individual purchase orders that may 'release' against the master order.

### **Payments and Intermingling of Funds**

Payments for goods and services procured for the benefit of affiliate companies will be made from the affiliate company's funds. In no case will payment be made from the funds of DES, with the exception of convenience payments.

Intermingling of funds between DES and other affiliates is not allowed. Arrangements of this type may subject one legal entity to the liabilities of another.

## **L. Billings for Corporate Aircraft**

DES owns and leases two corporate aircrafts for Dominion. Flights are approved in advance by Executives and are scheduled by the Travel Services group. DES Accounting bills Dominion affiliates for the expenses related to aircraft use. The procedures to affect the affiliate billings is as follows:

- DES Accounting has established a group of cost centers for the Aviation group's use in cost management. DES Financial & Business Services is responsible for providing support in monitoring planned vs. actual expenses against an approved cost plan.
- DES Financial & Business Services calculates billing rates by aircraft based on annual planned expenditures and usage rates. The rates are segregated into variable and fixed components. The cost driver for variable cost determination is flight hours. The driver for fixed cost determination is a combination of O&M and flight days for the previous two years.
- Travel Services forwards the flight logs to DES Accounting. The logs specify key flight information, including authorizing Executive, flight date, trip purpose, passengers, flight 'legs' & destinations, and hours flown.
- DES Accounting examines the authorizer and trip purpose and determines the proper billing project to be used. The billing project may be an interim project, a direct billing project, or an allocation project.
- The variable amount billed for the flight is determined by multiplying the flight hours (from the flight log) by the variable rate. The aggregate amount is charged to the project.
- Fixed costs are billed to affiliates based on the aviation allocation factor.
- The costs are billed to affiliates separately identified as 'Aviation' billings on the monthly invoice.
- DES Accounting examines the aviation cost centers on a quarterly basis and determines the amount of remaining cost that is unbilled by the billing rates. This amount is 'trued-up' over the actual billings for the quarter to recover all remaining costs from the users of the aircraft.
- Flights that are related to services or activities that have been designated as Parent Company activities are billed to DEI.

## **M. Merger and Acquisition (M&A) Costs & Billings**

DES expenses related to support of affiliate M&A activity will be collected in specific interim projects segregated by service. These projects will serve as documentation of related amounts billed to the affiliate. The affiliate will make the determination as to the ultimate disposition of these billed amounts on its financial records.

- M&A support will generally be concentrated in the accounting, legal, tax, executive, treasury, and corporate planning services of DES.
- DES M&A support costs will be billed to the affiliate as incurred.

Procedure to bill for DES M&A support costs:

- At the inception of the M&A project, a sponsoring company will be identified.
- Management, who identifies the need for a project to be undertaken will also identify the DES support services required. The DES Financial & Business Services group will set up interim projects in each service area to track the support costs of the project.
- DES Financial & Business Services will consult with DES Accounting as to the proper billing for these costs. DES Accounting will arrange for proper treatment of expenses billed to DEL.
- The settlement rules of the interim projects will be established according to the billing instructions above.
- Once the M&A project is completed, DES Financial & Business Services will close the interim projects created to track the support costs.

## **N. Divestiture Costs & Billings**

DES expenses related to support of affiliate divestiture activity will be collected in specific direct billing interim projects segregated by service. These projects will serve as documentation of related amounts billed to the affiliate and any third party for reimbursement. The divestiture costs will be expensed.

Procedure to bill for DES divestiture support costs:

- DES support services required will be identified. The DES Financial & Business Services group will set up interim projects in each service area to track the support costs.
- DES Accounting will create a statistical order to be used with all time and invoice charging to assist with reporting.
- The settlement rules of the interim projects will be established according to the billing affiliate involved. If the costs are to be reimbursed by a third party, then the bill will be sent to the affiliate that will receive that third party reimbursement.

Procedures for Third Party reimbursable costs:

- At the inception of the divestiture, a purchasing company (companies) will be identified. Meetings will be held with transition services to establish the type and length of services that will be reimbursed by the third parties. A schedule showing these arrangements should be forwarded to DES Accounting. DES Accounting, DES Financial & Business Services Group, Legal, and applicable Accounting and Finance for affiliate divestiture activity will review the transition service agreement.
- The DES Financial & Business Services group will set up the WBS elements in each service area to track the support costs and will forward the list to DES Accounting.
- On a monthly basis, the DES Financial & Business Services and DES Accounting groups will run reports by WBS element to capture those support costs to be reimbursed by the third party and forward the support to the appropriate affiliate company for billing to and reimbursement from the third party.
- Once the affiliate has divested, and no longer receiving TSA services, the DES Financial & Business Services group will close the interim projects established to track support costs.



## O. DES System of Accounts

- DES utilizes a natural chart of accounts. Transactions are recorded to accounts that are ‘resource-based’ (e.g., salaries, contractor services, materials, office supplies, etc.).
- The natural accounts are mapped to FERC accounts via a financial statement reporting tool in order to report financial results in accordance with the ‘Uniform System of Accounts for Centralized Service Companies’.
- Exhibit 8 provides a listing of the natural chart of accounts assigned to DES. Income statement and balance sheet accounts are assigned unique number ranges:

Assets	1000000 - 1999999
Liabilities	2000000 – 2999999
Equity	3000000 – 3999999
Operating Revenue	4000000 - 4999999
Operating Expenses	5000000 - 5999999
Non-Operating Income/Deductions	6000000 - 6999999

- Exhibit 7 provides the DES FERC 60 which includes a FERC-based income statement and balance sheet, respectively.

## **P. DES Closing Process Overview**

### **General**

- During the consolidated closing process, DES is the first company to be closed (by 12:00 PM on Day 3), since DES bills all of its costs to other DEI affiliates. As such, ‘staging’ the DES closing processes is key to maintaining a timely close.

### **Process Overview**

#### **Day 1**

- Review DES cost centers and ensure the proper WBS elements have been assigned to costs by the Financial & Business Services groups.
- Settle DES capital projects

#### **Day 1 (Evening)**

- Post depreciation on DES cost centers (generally posted to cost ‘pools’)
- Settle Priority ‘1’ projects (projects which must first be settled to a WBS/project and then moved to a cost pool center before being allocated)
- Run assessments (allocations) to DES cost centers from DES common cost centers:
  - Benefits
  - Incentives
  - Occupancy & Infrastructure
  - Software Pooling
- Run custom allocation program (distributes benefits, payroll taxes, incentives, other on the basis of labor charges)
- Settle interim projects (settle to billing projects)
- Settle billing projects (settlement of allocated billing projects to affiliates)

#### **Day 2**

- Review and resolve any settlement errors
- Run interest assessment to billing cost centers (allocate DES ‘carrying costs’ in proportion to labor charges)

Day 3

- Perform various analytical reviews
- Ensure all DES billing projects have been settled
- Post the DES GAAP Adjustment or 'Gross-up' Program

## **Q. Budgeting and Variance Analysis**

### **Budgeting Process**

On an annual basis, a 5-year plan is prepared for DES Budgets for each cost center within DES. To begin the process a preliminary budget is submitted to each cost center manager or their designee for review. This preliminary budget is based on the prior year approved budget with adjustments for known changes, including adjustments to the level of service delivered to the Operating Units, which have occurred since the prior year budget was approved. Cost center budgets are revised, reviewed and approved by DES Executives and submitted based on Corporate Finance's planning schedule.

### **Variance Analysis Process**

On a monthly basis, DES Financial & Business Services and DES Accounting perform variance analysis, including a comparison of actual vs. budget for significant fluctuations, a comparison of the current month vs prior month DES activity, and a comparison of each affiliates' bill for the current month actual vs budget.

## **R. Money Pool**

### **Administration of the Money Pool**

- The Dominion Money Pool functions as a vehicle for short-term financing for the Dominion system.
- The Dominion Money Pool is segregated into two separate accounts, Regulated and Unregulated. All unregulated participants can either invest their surplus funds in or borrow from the Unregulated Money Pool account. All regulated participants can either invest their surplus funds in or borrow from the Regulated Money Pool account. DEI will not borrow from the Dominion Money Pool, but will be the ultimate provider of funds to the Dominion Money Pool as needed.
- The purpose of the Dominion Money Pool is to provide the DEI subsidiary participants with short-term borrowed funds and/or to invest surplus funds of DEI and its subsidiaries in short-term money market instruments. The DEI Money Pool offers the DEI subsidiaries lower short-term commercial paper borrowing rates, and a mechanism to earn interest from surplus funds that are loaned to other DEI subsidiaries, as well as decreased reliance on external funding sources.
- Funds not required by the Dominion Money Pool to make loans (with the exception of funds required to satisfy the Dominion Money Pool's liquidity needs) are ordinarily invested in one or more short-term investments.
- The interest income and investment income earned on loans and investments of surplus funds are allocated among the participants in the Regulated or Unregulated Money Pool in accordance with the proportion of each participant's contribution of funds bears to the total amount of funds in each of the Money Pools.
- Each participant receiving a loan through the Dominion Money Pool is required to repay the principal amount of the loan, together with all interest accrued thereon, on demand. Interest on outstanding loans is paid to the Dominion Money Pool monthly. The borrower without premium or penalty can repay all loans made through the Dominion Money Pool.
- All DEI subsidiaries, except Virginia Power are permitted to participate in the Dominion Money Pool.
- DES will administer the Money Pool on an 'at cost' basis.
- Administration of the Dominion Money Pool includes the following:
  - Cash Management - those activities necessary to effect the related cash advances and borrowings, interest payments, and calculate any related monthly interest earned or payable.

- The Cash Management Department enters the desired inter-company bank transfers each day into SAP's Cash Concentration which then:
  - (1) is uploaded to the banks to initiate the cash transfers (principal & interest) and
  - (2) creates accounting postings in SAP to debit the appropriate bank G/L account of the receiving company and credit the G/L account of the company sending funds. (These postings are cross-company document types and since they are cross-company entries, create offsetting vendor payables and customer receivables).
- Accounting - those functions necessary to record the activity in the general ledgers of the various participating companies, including:
  - Execution of an SAP Program, ZFI\_INTERCO\_POST, on Day 1 of closing which reclassifies vendor payables and customer receivables to the appropriate Money Pool advance/borrowing G/L Accounts and interest payments/receipts to the appropriate inter-company interest receivable/payable G/L Accounts and
  - Execution of an SAP Program, ZCPINTCALC, on Day 1 of closing which posts monthly interest accruals on outstanding Money Pool balances.
- The Cash Management Department is responsible for accumulating information relating to the Money Pool borrowings and advances for each monthly period on a spreadsheet. The monthly spreadsheet will include the following worksheets:
  - **Borrow & Advance JE** – This spreadsheet summarizes the net monthly borrowings from or investments in the Money Pool for each participating DEI company. The appropriate journal entry information (amounts, accounts, etc.) for DES and each DEI company is also displayed based on each DEI company's net position at month-end.
  - **Interest Accrual JE** – This spreadsheet summarizes the interest income earned or expense incurred by each participating DEI affiliate during the month. The appropriate journal entry information (amounts, accounts, etc.) for DES and each DEI company is also displayed based on each DEI company's borrowings or advances during the month.

The spreadsheet prepared by the Cash Management Department is electronically mailed to each participating DEI company. It is also mailed to DES Accounting for verification against entries already posted via the SAP Cash Concentration module (monthly advances/borrowings and interest payments/receipts) or posting to the SAP General Ledger (monthly interest accruals).

## **S. FERC Reporting**

### DES FERC 60

- As required by PUHCA 2005, DES files a FERC Form 60 Annual Report of Centralized Service Companies with FERC. Financial information is collected from the natural general ledger accounts of DES and converted into the FERC Uniform System of Accounts for reporting purposes. This report is prepared and filed electronically on an annual basis. See Exhibit 7 for a copy of the most recently filed FERC Form 60 for calendar year 2020.

### Form 1, 2, and 2A

- According to Title 18, Parts 101 and 201, General Instruction 14 of the Code of Federal Regulations, each utility shall keep its accounts and records so as to be able to furnish accurately and expeditiously statements of all transactions with associated companies. The statements may be required to show the general nature of the transactions, the amounts involved therein, and the amounts included in each account prescribed therein with respect to such transactions. Transactions with associated companies shall be recorded in the appropriate accounts for transactions of the same nature.
- When DES bills services to associated companies on a monthly basis, the costs are initially captured in only one FERC account on the operating company's books; however, the costs must be spread over the appropriate FERC accounts based on the above guidance. Therefore, a functional allocation is performed on the operating companies' general ledger to reclass the costs into the appropriate FERC accounts for FERC reporting purposes.
- Note that this section only applies to those operating companies that have FERC reporting requirements.

## Exhibit

### Dominion Energy Services, Inc. Organization Chart as of December 31, 2021

Director

President, Chief of Staff and Corporate Secretary

Executive Vice President, Chief Financial Officer and Treasurer

Senior Vice President - Regulatory Affairs and Customer Experience  
Senior Vice President - Nuclear Operations & Fleet Performance  
Senior Vice President, General Counsel and Chief Compliance Officer  
Senior Vice President, Controller and Chief Accounting Officer  
Senior Vice President - Administrative Services  
Senior Vice President - Corporate Affairs & Communications  
Senior Vice President and Chief Nuclear Officer  
Senior Vice President and Chief Innovation Officer

Vice President - Business Development  
Vice President - Customer Experience  
Vice President - Public Policy & State Affairs  
Vice President - Financial Planning & Analysis  
Vice President - Human Resources Business Services  
Vice President - Executive & Internal Communications  
Vice President - Economic Development Strategy  
Vice President - Employee Engagement & Development  
Vice President - Nuclear Engineering & Fleet Support  
Vice President and Chief Security Officer  
Vice President - Federal Affairs  
Vice President - Sustainability & Compliance  
Vice President - Finance  
Vice President and General Auditor  
Vice President - Nuclear Projects  
Vice President - Tax  
Vice President - Governance and Assistant Corporate Secretary  
Vice President - Innovation Policy & Development  
Vice President - Shared Services  
Vice President - Environmental  
Vice President and Chief Information Officer

Assistant Controller  
Assistant Corporate Secretary  
Assistant Treasurer



## Exhibit

### DES Services Agreement

This DES Services Agreement (this “Agreement”) is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between DOMINION ENERGY SERVICES, INC., a Virginia corporation (“DES”) and \_\_\_\_\_, a \_\_\_\_\_ corporation (the “Company”). DES is sometimes referred to herein as “Service Company.”

WHEREAS, each of DES and the Company is a direct or indirect wholly-owned subsidiary of Dominion Energy, Inc. (“Dominion”), 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;

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, the Company is engaged in \_\_\_\_\_;

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 services as set forth in Exhibit I hereto from DES;

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 the services that are available from DES. DES hereby offers to supply those services to 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, non-DES affiliated company personnel in accordance with Section III herein. The Company’s participation in this Agreement is voluntary and the Company is not obligated to take or provide services or make any purchases or sales pursuant to this Agreement.

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 nonaffiliated experts, consultants and attorneys in connection with the performance of any of the services supplied under this Agreement.

To the extent any non-DES affiliated company personnel are required for the provision of a service to the Company, the Company will receive such service directly from the non-DES affiliated company through its own services agreement. If the non-DES affiliated company is not so authorized through its own services agreement with the Company, the non-DES affiliated company will not provide services to the Company. Use of affiliated company personnel shall be subject to federal and state codes and standards of conduct, as applicable.

IV. COMPENSATION AND ALLOCATION. As and to the extent required by law, DES will provide such services at cost. DES will regularly conduct market price salary and incentive compensation external surveys to ensure employee compensation is no higher than market. Exhibit III hereof contains rules and methods for determining and allocating costs for DES.

V. EFFECTIVE DATE. Subject to Section VII(D), this Agreement is effective as of \_\_\_\_\_, 20\_\_ (the "Effective Date").

VI. TERM. This Agreement shall commence on the Effective Date and shall remain in effect unless terminated by a party 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.

D. The effectiveness of 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 DES:

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

With a Copy to:

Dominion Energy Services, Inc.  
Law Department  
120 Tredegar Street  
Richmond, VA 23219  
Attention: State Regulatory Team

b. To the Company:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With a Copy to:

Dominion Energy Services, Inc.  
Law Department  
120 Tredegar Street  
Richmond, VA 23219  
Attention: 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.

DOMINION ENERGY SERVICES, INC.

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## EXHIBIT I

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

1. Accounting. Provide advice and assistance to the Dominion entity(ies) receiving services under this Agreement (“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, managing, inspecting, engineering and construction of facilities of Dominion Companies, (ii) the planning, engineering (including maps and records), dispatch, gas control, storage, drilling, integrity management and measurement operations of Dominion Companies, (iii) the performance of operations support services for generation, transmission, and nuclear functions, plant and facilities operation, compression, outage support, and maintenance and management services, (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, (v) the provision and management of a training program for employees and/or contractors, including the management and maintenance of training records, and (vi) the provision of land services, including the drafting, management and maintenance of maps and land records; and the procurement, management and enforcement of land interests including easements, site agreements, and real property purchases/leases. (vii) develop long-range operational programs for Dominion Companies and advise and assist each such Dominion Companies in the coordination of such programs with the programs of the other Dominion Companies, subject to federal and state codes and standards of conduct, as applicable. (viii) manage Dominion Companies' purchase, movement, transfer, and accounting of fuel (including but not limited to natural gas, renewable natural gas, No. 2 oil, No. 6 oil, propane, jet fuel, biomass, coal and nuclear fuel) emission reduction products (including but not limited to lime, limestone, ammonia, urea, powered activated carbon) 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 research, study, testing and planning of operations, budgets, economic forecasts, industry developments, capital expenditures, innovation, sustainability, social contract initiatives and other 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 shareholders, the transfer agent, and Board of Directors. Provide direct services to security holders. Prepare and file required annual and interim reports to shareholders and the U.S. Securities and Exchange Commission. Conduct meetings of the Board of Directors and shareholders, as applicable, 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 Dominion 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 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.

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

<b>Service Department or Function</b>	<b><u>Basis of Allocation</u></b>
<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 <sup>st</sup> .
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 <sup>st</sup> .
Telecommunications Applications	Number of Dominion Company telecommunications units at the end of the preceding year ended December 31 <sup>st</sup> .
<i>Human Resources:</i> Human Resources	The number of Dominion Company employees as of the preceding December 31 <sup>st</sup> .
<i>Business Services:</i>	
Facility Services	Square footage of Dominion Company office space as of the preceding year ended December 31 <sup>st</sup> .
Fleet Administration	Number of Dominion Company vehicles as of the preceding December 31 <sup>st</sup> .
Security	The number of Dominion Company employees as of the preceding December 31 <sup>st</sup> .
Gas Supply	Throughput of gas volumes purchased for each Dominion Company for the preceding year ended December 31 <sup>st</sup> .
<i>Risk Management:</i> Risk Management	Dominion Company insurance premiums for the preceding year ended December 31 <sup>st</sup> .
<i>Corporate Planning:</i> Corporate Planning	Total Dominion Company capitalization (Debt and Equity) recorded at preceding December 31 <sup>st</sup> .
<i>Supply Chain:</i> Purchasing	Dollar value of Dominion Company purchases for the preceding year ended December 31 <sup>st</sup> .

<b>Service Department or Function</b>	<b><u>Basis of Allocation</u></b>
<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.
<i>Customer Services:</i> Customer Payment (Remittance) Processing	Number of Dominion Company customer payments processed during the preceding year ended December 31 <sup>st</sup> .
<i>Treasury/ Finance:</i> Treasury and Cash Management	Total Dominion Company capitalization (Debt and Equity) recorded at preceding December 31 <sup>st</sup> .
<i>Office Space and Equipment:</i> Corporate Office and Electricity	Headcount at corporate offices as of the previous December 31 <sup>st</sup> .

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

<b>Company Group</b>	<b>Basis of Allocation</b>
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 31 <sup>st</sup> 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 affect an equitable distribution.

## 7.2 Amounts Allocated to the Utility

Name of Entity	Total Services Received	Allocated	Non Allocated
Dominion Energy East Ohio	116,747.72	13,431.68	103,316.04
DE Questar Corporation	1,913,191.62	1,913,191.62	-
Questar InfoComm Inc	21,177.57	-	21,177.57
Wexpro I	205,795,694.24	-	205,795,694.24
Wexpro II	60,110,923.91	-	60,110,923.91
Dominion Energy Services Inc	50,424,016.02	19,487,058.05	30,936,957.97
<b>Total</b>	<b>318,381,751.08</b>	<b>21,413,681.35</b>	<b>296,968,069.73</b>

### 7.3 Amounts Allocated from the Utility

Name of Entity	Total Services Provided	Allocated	Non Allocated
Dominion Energy East Ohio	22,303.05	-	22,303.05
DE Questar Corporation	202,885.86	202,885.86	-
Domionion Generation	722.13	-	722.13
Wexpro I	3,383,681.36	3,272.28	3,380,409.08
Wexpro II	633,092.00	-	633,092.00
Dominion Energy Services Inc	1,024,196.39	-	1,024,196.39
Dominion Products & Services	91,150.11	-	91,150.11
DE RNG Holdings	-	-	-
DE RNG Holdings II	-	-	-
<b>Total</b>	<b>5,358,030.90</b>	<b>206,158.14</b>	<b>5,151,872.76</b>



## **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

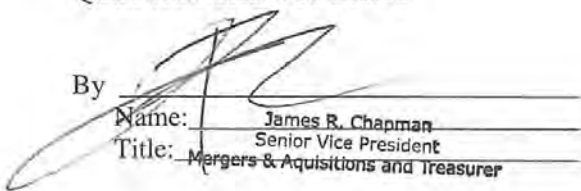
assign its rights, interests or obligations under this Agreement to an "affiliated interest," without the consent of the other party.

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.

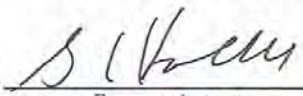
QUESTAR GAS COMPANY

By

  
Name: James B. Chapman  
Title: Senior Vice President  
Mergers & Acquisitions 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.

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

<b>Service Department or Function</b>	<b><u>Basis of Allocation</u></b>
<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 <sup>st</sup> .
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 <sup>st</sup> .
Telecommunications Applications	Number of Dominion Company telecommunications units at the end of the preceding year ended December 31 <sup>st</sup> .
<i>Human Resources:</i> Human Resources	The number of Dominion Company employees as of the preceding December 31 <sup>st</sup> .
<i>Business Services:</i>	
Facility Services	Square footage of Dominion Company office space as of the preceding year ended December 31 <sup>st</sup> .
Fleet Administration	Number of Dominion Company vehicles as of the preceding December 31 <sup>st</sup> .
Security	The number of Dominion Company employees as of the preceding December 31 <sup>st</sup> .
Gas Supply	Throughput of gas volumes purchased for each Dominion Company for the preceding year ended December 31 <sup>st</sup> .
<i>Risk Management:</i> Risk Management	Dominion Company insurance premiums for the preceding year ended December 31 <sup>st</sup> .
<i>Corporate Planning:</i> Corporate Planning	Total Dominion Company capitalization (Debt and Equity) recorded at preceding December 31 <sup>st</sup> .
<i>Supply Chain:</i> Purchasing	Dollar value of Dominion Company purchases for the preceding year ended December 31 <sup>st</sup> .
<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 31<sup>st</sup>.

*Treasury/ Finance:*  
Treasury and Cash Management

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

*Office Space and Equipment:*  
Corporate Office and Electricity

Headcount at corporate offices as of the previous  
December 31<sup>st</sup>.

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 31<sup>st</sup> 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 Questar Corporation  
333 South State Street  
Salt Lake City, Utah 84145

Ladies and Gentlemen:

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

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

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

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

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

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



Dominion Energy Questar Corporation  
May 1, 2017  
Page 2

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

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

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

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

Respectfully submitted,

QUESTAR GAS COMPANY

By: Frank A. Wooten

Title: SVP - Financial Management

WFB

Accepted and Agreed to:

DOMINION ENERGY QUESTAR  
CORPORATION

By: [Signature]  
James R. Chapman  
Senior Vice President  
Title: 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

Dominion Energy Questar Corporation  
May 1, 2017  
Page 4

## 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  
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 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

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.

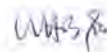
If you approve of this proposal, please indicate your acceptance by executing both copies hereof in the space provided and return one fully executed copy to Providing Company.

Respectfully submitted,

QUESTAR GAS COMPANY

By: 

Title: SVP - Financial Management



Accepted and Agreed to:

DOMINION GENERATION, INC.

By: 

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

Dominion Generation, Inc.  
May 1, 2017  
Page 3

**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



Dominion Generation, Inc.  
May 1, 2017  
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## **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  
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 Generation, Inc.  
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 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: Syn - Financial Management

WFS

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  
Page 3

**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	

Dominion Products and Services, Inc.  
May 1, 2017  
Page 4

## 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  
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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.

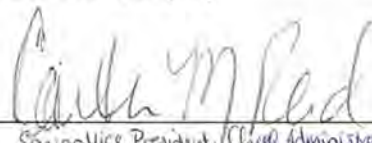
4. This Agreement shall become effective as of November 16, 2016 and shall continue in force and effect until terminated by either party upon thirty days' written notice of termination.

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  
WAB &

Accepted and Agreed to:

Questar Gas Company

By:   
Title: Senior Vice President - Financial mgt.  
WAB &

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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	_____	

Questar Gas Company  
November 16, 2016  
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## **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.

Questar Gas Company  
November 16, 2016  
Page 5

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.

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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.

Questar Gas Company  
November 16, 2016  
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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  
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: Paul A. Wood

Title: SVP- Financial Management

WTS 8

Accepted and Agreed to:

QUESTAR ENERGY SERVICES, INC.

By: [Signature]  
James R. Chapman  
Senior Vice President  
Title: 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

Questar Energy Services, Inc.  
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## 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  
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.

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

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  
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.

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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 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.

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Questar Gas Company  
May 1, 2017  
Page 2

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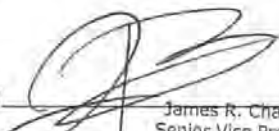
4. This Agreement shall become effective as of May 1, 2017 and shall continue in force and effect until terminated by either party upon thirty days' written notice of termination.

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

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

Respectfully submitted,

QUESTAR ENERGY SERVICES, INC.

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

Accepted and Agreed to:

QUESTAR GAS COMPANY

By: 

Title: Senior Vice President - Financial  
Management

WJSB



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

Questar Gas Company  
May 1, 2017  
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## **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: 

Title: SVP - Financial Management

WJW

Accepted and Agreed to:

QUESTAR FIELD SERVICES, LLC

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

Questar Field Services, LLC  
May 1, 2017  
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**EXHIBIT A**

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

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

Questar Field Services, LLC  
May 1, 2017  
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## **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.
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4. Software/Hardware Pooling. Accept ownership of and rights to use, assign, license or sub-license all software owned, acquired or developed by or for Providing Company which Providing Company can and does transfer or assign to Receiving Company and computer system hardware used with software and enhancements to which Providing Company has legal right. Preserve and protect the rights to all such software to the extent reasonable and appropriate under the circumstances; license Receiving Company, on a non-exclusive, no-charge or at-cost basis, to use all software which Providing Company has the right to sell, license or sub-license; and, at the Receiving Company's expense, permit Receiving Company to enhance any such software and license others to use all such software and enhancements to the extent that Providing Company shall have the legal right to so permit.
5. Operations. Advise and assist Receiving Company in the following matters relating to operational capacity: (i) the preparation and coordination of studying, consulting, planning, designing, inspecting and engineering and construction of facilities of Receiving Company, (ii) the planning, engineering (including maps and records) and construction operations of Receiving Company, (iii) the performance of operations support services, plant and facilities operation, generation outage support, and maintenance and management services, and (iv) the planning, formulation and implementation of load retention, load shaping and conservation and efficiency programs, and integrated resource planning for



Questar 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.

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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.

Questar Field Services, 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

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  
Page 2

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

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

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

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

Respectfully submitted,

QUESTAR GAS COMPANY

By: Frank A. Harris

Title: SVP- Financial Management  
WTHS

Accepted and Agreed to:

QUESTAR INFOCOMM, INC.

By: [Signature]

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

Questar InfoComm, Inc.  
May 1, 2017  
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## **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.  
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 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  
WFWB

Accepted and Agreed to:

QUESTAR PROJECT EMPLOYEE  
COMPANY

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

Questar Project Employee Company  
May 1, 2017  
Page 3

**EXHIBIT A**

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

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

Questar Project Employee Company  
May 1, 2017  
Page 4

## **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

Questar Project Employee Company  
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.

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  
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 PROJECT EMPLOYEE  
COMPANY

By: 

Title: \_\_\_\_\_

James R. Chapman  
Senior Vice President  
Mergers & Acquisitions 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

Questar Gas Company  
May 1, 2017  
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## **EXHIBIT B**

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

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

Questar Gas Company  
May 1, 2017  
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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.

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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.

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.

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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

WFS

Accepted and Agreed to:

WEXPRO COMPANY

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

Wexpro Company  
May 1, 2017  
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**EXHIBIT A**

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

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

Wexpro Company  
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## 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).
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4. Software/Hardware Pooling. Accept ownership of and rights to use, assign, license or sub-license all software owned, acquired or developed by or for Providing Company which Providing Company can and does transfer or assign to Receiving Company and computer system hardware used with software and enhancements to which Providing Company has legal right. Preserve and protect the rights to all such software to the extent reasonable and appropriate under the circumstances; license Receiving Company, on a non-exclusive, no-charge or at-cost basis, to use all software which Providing Company has the right to sell, license or sub-license; and, at the Receiving Company's expense, permit Receiving Company to enhance any such software and license others to use all such software and enhancements to the extent that Providing Company shall have the legal right to so permit.
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Wexpro Company  
May 1, 2017  
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12. Tax. Advise and assist Receiving Company in the preparation of federal, state and other tax returns, generally advise Receiving Company as to any problems involving taxes, and provide due diligence in connection with acquisitions.

Wexpro Company  
May 1, 2017  
Page 6

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

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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.

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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,

WEXPRO SERVICES COMPANY

By:   
Title:  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  
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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

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## **EXHIBIT B**

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

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

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

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

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

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

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

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

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

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

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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.



## **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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## APPEARANCES<sup>1</sup>

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

<sup>1</sup> 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).<sup>2</sup> 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

<sup>2</sup> 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."<sup>3</sup> 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,<sup>4</sup> 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,

<sup>3</sup> Hearing Transcript (298772-A) at 39, lines 5-7.

<sup>4</sup> 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.”<sup>5</sup> 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.”<sup>6</sup> 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’s<sup>7</sup> 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 Gas<sup>8</sup> 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

<sup>5</sup> Hearing Transcript (298772-A) at 11, lines 14-16.

<sup>6</sup> *Id.* at 53, lines 7-11.

<sup>7</sup> Following the merger, “Questar Corporation” will be known as “Dominion Questar.”

<sup>8</sup> 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]."<sup>9</sup>

UAE's attorney supported the Stipulation.<sup>10</sup>

### **III. JURISDICTION AND STANDARD OF REVIEW**

Regarding the proposed merger, the Commission applies the legal standard articulated in the parties' March 10, 2016 filing;<sup>11</sup> 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.

<sup>9</sup> Hearing Transcript (298772-A) at 58, lines 13-15.

<sup>10</sup> *See id.* at 58, lines 22-25.

<sup>11</sup> *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.<sup>12</sup> 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.<sup>13</sup> 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.<sup>14</sup> Likewise, in reviewing a settlement, the Commission may consider whether it was the result of good faith, arms-length negotiations.<sup>15</sup>

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.

<sup>12</sup> See Stipulation at 18, ¶ 58.

<sup>13</sup> See Utah Code Ann. § 54-7-1.

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

<sup>15</sup> 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](mailto:barrie.mckay@questar.com))  
Colleen Larkin Bell ([colleen.bell@questar.com](mailto:colleen.bell@questar.com))  
Jenniffer Nelson Clark ([jenniffer.clark@questar.com](mailto:jenniffer.clark@questar.com))  
*Questar Gas Company*

Gregory B. Monson ([greg.monson@stoel.com](mailto:greg.monson@stoel.com))  
Cameron L. Sabin ([cameron.sabin@stoel.com](mailto:cameron.sabin@stoel.com))  
*Stoel Rives LLP*

Mark O. Webb ([mark.webb@dom.com](mailto:mark.webb@dom.com))  
Sharon L. Burr ([sharon.l.burr@dom.com](mailto:sharon.l.burr@dom.com))  
Lisa S. Booth ([lisa.s.booth@dom.com](mailto:lisa.s.booth@dom.com))  
*Dominion Resources, Inc.*

Joseph K. Reid III ([jreid@mcguirewoods.com](mailto:jreid@mcguirewoods.com))  
Bernard L McNamee II ([bmcmamee@mcguirewoods.com](mailto:bmcmamee@mcguirewoods.com))  
*McGuireWoods*

Brian W. Burnett ([brianburnett@cnmlaw.com](mailto:brianburnett@cnmlaw.com))  
*Callister Nebeker & McCullough*

Kevin Higgins ([khiggins@energystrat.com](mailto:khiggins@energystrat.com))  
Neal Townsend ([ntownsend@energystrat.com](mailto:ntownsend@energystrat.com))  
*Energy Strategies*

Gary A. Dodge ([gdodge@hjdllaw.com](mailto:gdodge@hjdllaw.com))  
*Utah Association of Energy Users*

Damon E. Xenopoulos ([dex@smxblaw.com](mailto:dex@smxblaw.com))  
Jeremy R. Cook ([jcook@cohnkinghorn.com](mailto:jcook@cohnkinghorn.com))  
*Nucor Steel-Utah*

Peter Ashcroft ([pashcroft@utah.gov](mailto:pashcroft@utah.gov))  
*Governor's Office of Energy Development*

Stephen F. Mecham ([sfmecham@gmail.com](mailto:sfmecham@gmail.com))

Bruce Rigby ([info@amngc.org](mailto:info@amngc.org))

*American Natural Gas Council, Inc.*

Yvonne Hogle ([yvonne.hogle@pacificorp.com](mailto:yvonne.hogle@pacificorp.com))

Bob Lively ([bob.lively@pacificorp.com](mailto:bob.lively@pacificorp.com))

*Rocky Mountain Power*

Erika Tedder ([etedder@utah.gov](mailto:etedder@utah.gov))

*Division of Public Utilities*

Patricia Schmid ([pschmid@utah.gov](mailto:pschmid@utah.gov))

Justin Jetter ([jjetter@utah.gov](mailto:jjetter@utah.gov))

Rex Olsen ([rolsen@utah.gov](mailto:rolsen@utah.gov))

Robert Moore ([rmoore@utah.gov](mailto:rmoore@utah.gov))

Bryan Nalder ([bnalder@utah.gov](mailto:bnalder@utah.gov))

*Assistant Utah Attorneys General*

By Hand Delivery:

Office of Consumer Services  
160 East 300 South, 2<sup>nd</sup> Floor  
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 ANGCO.

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 ANGCO filed the Direct Testimony of Curtis Chisolm.

9. The Division, OCS, UAE, ANGCO, 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 I.

40. Joint Applicants shall hold customers harmless from any increases in the aggregate total costs for shared or common services provided by Dominion Questar Corporation and/or Dominion Resources Services Company, Inc. ("Dominion Resources Services") that are caused by the Merger.

41. Joint Applicants shall hold customers harmless for any changes in income taxes, and/or accumulated deferred income taxes, recoverable in Dominion Questar Gas rates caused by the Merger, to the extent that such action would be consistent with the tax normalization rules.

42. Questar Pipeline's rates will change only pursuant to proceedings before the Federal Energy Regulatory Commission ("FERC").

43. Joint Applicants shall hold customers harmless from any increases in Wexpro's shared services costs or income tax expense caused by the Merger.

44. No later than January 1, 2018, Dominion Questar Gas will present and review with the Division and the OCS, for informational purposes, a proposed methodology for allocation of shared services costs. Dominion Questar will use the current allocation methodologies, including Distrigas, to allocate shared services costs to its subsidiaries until January 1, 2018. Dominion Questar Gas may propose another allocation methodology for use after December 31, 2017, provided that it has presented such methodology for review as set forth above.

45. Dominion Questar Gas will work with the Division and the OCS on a collaborative basis to develop affiliate transactions reporting requirements and will file such information with the Commission beginning on July 1, 2018 for the 12 months ending December 31, 2017 and thereafter annually.

46. Costs that have been denied recovery by the Commission in prior orders, unless subject to regulation by another governmental agency, will continue to be excluded from rates absent further order from the Commission.

**Customer Satisfaction Standards**

47. Within 120 days of the Effective Time, Dominion Questar Gas will meet with the Division and the OCS on a collaborative basis and update Customer Satisfaction Standards, taking into account recent historical results. Dominion Questar Gas will report quarterly on its performance relative to the Customer Satisfaction Standards. Quarterly reporting will continue until Dominion Questar Gas' next general rate case filing. If the Dominion Questar Gas service levels become deficient, meaning they fall short of the Customer Satisfaction Standards as shown in the report, Dominion Questar Gas will file a remediation plan with the Commission explaining how it will improve and restore service to meet the Customer Satisfaction Standards.

**Additional Ring Fencing Provisions**

48. Dominion Questar Gas shall maintain separate long-term debt with its own debt rating supplied by at least two of the recognized debt rating agencies. Any of the debt used to capitalize Dominion Questar Gas shall be kept within the regulated utility.

49. Dominion Questar Gas shall establish and maintain its own bank accounts that are in its own name and direct access to exclusively committed credit facilities. Dominion shall provide Dominion Questar Gas with access to no less than \$750,000,000 in short-term debt or commercial paper programs.

50. In connection with its notification to the Commission of dividends paid by Dominion Questar Gas, Dominion Questar Gas shall provide a cash flow summary and explicitly notify the Commission if payment of any dividend would result in its actual common equity



component of total capitalization falling below 45 percent (45%), using the method of calculating equity levels under the ratemaking precedents of the Commission. In addition, Dominion Questar Gas will make annual financial statements for Wexpro and Questar Pipeline available to regulators.

51. Upon request, Dominion and all of its affiliates and subsidiaries must provide the Commission, the Division, and the OCS, including their auditors and authorized agents, and intervenors in rate proceedings, as appropriate, with reasonable access to transactional, accounting and other information, including personnel necessary to explain the requested information, regarding any costs directly or indirectly allocated to Dominion Questar Gas. Dominion and Dominion Questar Gas commit to maintain access to the requested books and records in Salt Lake City, Utah, or, at the option of the Division, or the OCS, Dominion Questar Gas agrees to pay reasonable travel costs to the location of the requested documents and personnel; such travel costs will not be passed on to Dominion Questar Gas customers.

52. Dominion Questar Gas will clearly reflect all of its costs and investments in its financial reports, including costs and assets that are directly assigned or allocated to it from another subsidiary of Dominion. An audit trail will be maintained so that allocable costs can be specifically identified.

53. Dominion and Dominion Questar agree not to assert in any forum that the provisions of PUHCA or its successor PUHCA 2005 (EPAAct 2005), or the related Ohio Power v. FERC case, preempt the Commission's jurisdiction over affiliated interest transactions and will explicitly waive any such defense in those proceedings. In the event that PUHCA or its successor PUHCA 2005 (EPAAct 2005) is repealed or modified, Dominion and Dominion Questar agree not to seek any preemption under such subsequent modification or repeal.

54. The Joint Applicants commit to provide for and effect the appointment of a “Special Bankruptcy Director” to serve as a member of the Board of Directors of Dominion Questar Gas (“DQG Board”). Said Director shall be nominated by and retained from an independent entity such as CT Corporation (at Dominion shareholder expense) and shall not be employed by Dominion or any other Dominion affiliate. Said Director shall not participate in ordinary and routine activities of the DQG Board and shall have no voting rights except in the event of a vote by the DQG Board to approve a voluntary bankruptcy petition to be filed under Title 11 of the U.S. Code on behalf of Dominion Questar Gas. Notice of such vote shall be provided to the Special Bankruptcy Director and no voluntary bankruptcy petition on behalf of Dominion Questar Gas may be filed without the affirmative vote of the Special Bankruptcy Director. It is the intent of the Parties that the Special Bankruptcy Director will consider the interests of all relevant economic stakeholders, including without limitation the utility’s customers, and the financial health and public service obligations of Dominion Questar Gas, in exercising his or her responsibilities, subject to applicable law. Concurrent with the notice to the Special Bankruptcy Director, Dominion Questar Gas will provide confidential notice to the Commission, Division and the OCS.

55. Dominion or Dominion Questar Gas shall provide notice to the Commission, the Division, and the OCS of any bankruptcy petition or other filing that petitions for Dominion or any of its subsidiaries to be declared bankrupt. If the petition is voluntary, the notice shall be provided within three (3) business days of the petition’s filing. If the petition is involuntary, the notice shall be filed within three (3) business days after the day on which the petition is served upon the entity subject to the petition or prior to any hearing adjudicating the petition, whichever is soonest.



### **Other Provisions**

56. The Joint Applicants agree that they will use commercially reasonable efforts in consultation with interested suppliers and marketers to coordinate an upstream nomination process with Kern River Gas Transmission Company similar to the process currently available with Questar Pipeline Company, which nomination process is generally described in the Joint Motion for Dismissal filed with the Commission on October 15, 2014 in Docket 14-057-19. Within 120 days following the Effective Time, representatives of Dominion and Dominion Questar Gas will meet with interested transportation customers, the Division, the OCS, and any other interested parties and will act in good faith to review concerns of transportation customers and will consider any proposal by interested transportation customers regarding direct access by marketers/transporters to such customers.

57. Dominion Questar Gas will notify customers of the Merger in the following ways:

- i. A notice will be posted on Dominion Questar Gas' website within 5 days of the Effective Time notification.
- ii. Notification will be published in the Gas Light News billing insert within 60 days of the Effective Time notification.

### **GENERAL**

58. The Parties agree that settlement of those issues identified above is in the public interest and that the results are just and reasonable.

59. The Parties agree that no part of this Settlement Stipulation or the formulae or methods used in developing the same, or the relevant Commission orders approving the same shall in any manner be argued or considered as precedential in any future case. All negotiations

related to this Settlement Stipulation are privileged and confidential, and no Party shall be bound by any position asserted in negotiations. Neither the execution of this Settlement Stipulation nor the order adopting it shall be deemed to constitute an admission or acknowledgment by any Party of the validity or invalidity of any principle or practice of ratemaking; nor shall they be construed to constitute the basis of an estoppel or waiver by any Party; nor shall they be introduced or used as evidence for any other purpose in a future proceeding by any Party except in a proceeding to enforce this Settlement Stipulation.

60. Nothing in this Settlement Stipulation or Commission approval of this Settlement Stipulation shall constitute an approval, pre-approval or determination of prudence or cost-recovery as to any expenditures, the prudence or appropriateness of any particular capital structure or cost of capital, or any other ratemaking issue other than as expressly provided in the Settlement Stipulation. Dominion Questar Gas shall retain its burden to demonstrate the prudence of its expenditures and the justness and reasonableness of any rates it proposes in the future, and all Parties will retain all rights to challenge or propose adjustments to Dominion Questar Gas' request for any change in its rates in any regulatory proceeding.

61. Questar Gas, Dominion, the Division, and the OCS each will make one or more witnesses available to explain and support this Settlement Stipulation to the Commission. Such witnesses will be available for examination. As applied to the Division, and the OCS, the explanation and support shall be consistent with their statutory authorities and responsibilities, and nothing in this Settlement Stipulation shall abrogate the authority and responsibilities of the Division under Utah Code Ann. § 54-4-4. So that the records in these dockets are complete, all Parties' filed testimony, exhibits, and the Joint Notice and Application and its exhibits, and the First Supplement and its exhibits shall be submitted as evidence.

62. The Parties agree that if any person challenges the approval of this Settlement Stipulation or requests rehearing or reconsideration of any order of the Commission approving this Settlement Stipulation, each Party will use its best efforts to support the terms and conditions of the Settlement Stipulation. As applied to the Division, and the OCS, the phrase “use its best efforts” means that they shall do so in a manner consistent with their statutory authorities and responsibilities. In the event any person seeks judicial review of the Commission’s order approving this Settlement Stipulation, no Party shall take a position in that judicial review opposed to the Settlement Stipulation.

63. Except with regard to the obligations of the Parties under Paragraphs 59, 61 and 62, of this Settlement Stipulation, this Settlement Stipulation shall not be final and binding on the Parties until it has been approved without material change or condition by the Commission. This Settlement Stipulation is an integrated whole, and any Party may withdraw from it if it is not approved without material change or condition by the Commission or if the Commission’s approval is rejected or materially conditioned by a reviewing court. If the Commission rejects any part of this Settlement Stipulation or impose any material change or condition on approval of this Settlement Stipulation, or if the Commission’s approval of this Settlement Stipulation is rejected or materially conditioned by a reviewing court, the Parties agree to meet and discuss the applicable Commission or court order within five business days of its issuance and to attempt in good faith to determine if they are willing to modify the Settlement Stipulation consistent with the order. No Party shall withdraw from the Settlement Stipulation prior to complying with the foregoing sentence. If any Party withdraws from the Settlement Stipulation, any Party retains the right to seek additional procedures before the Commission, including presentation of testimony and cross-examination of witnesses, with respect to issues resolved by the Settlement Stipulation,

and no Party shall be bound or prejudiced by the terms and conditions of the Settlement Stipulation.

64. This Settlement Stipulation may be executed by individual Parties through two or more separate, conformed copies, the aggregate of which will be considered as an integrated instrument.

65. The Parties acknowledge that the Wyoming Settlement Stipulation has been signed by parties in Wyoming and is pending approval by the Wyoming Commission. The Parties agree to a “most favored nation clause.” If the Wyoming Commission approves the Merger subject to terms or conditions not contained in this Settlement Stipulation, and the Joint Applicants accept those terms or conditions, then the Joint Applicants agree to provide those applicable benefits and protections in Utah.

### RELIEF REQUESTED

Based on the foregoing, the Parties request that the Commission issue an order approving this Settlement Stipulation and adopting its terms and conditions.

RESPECTFULLY SUBMITTED: August 15, 2016.

  
Utah Division of Public Utilities

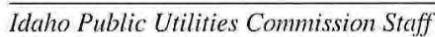
  
Utah Office of Consumer Services

  
Questar Gas Company

  
Dominion Resources, Inc.

  
Utah Association of Energy Users

  
American Natural Gas Council, Inc.

  
Idaho Public Utilities Commission Staff

  
State of Utah, Governor's Office of Energy Development

**RELIEF REQUESTED**

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*Utah Division of Public Utilities*

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*Utah Office of Consumer Services*

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*Questar Gas Company*

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*Utah Association of Energy Users*

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*American Natural Gas Council, Inc.*

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*Idaho Public Utilities Commission Staff*

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*State of Utah, Governor's Office of Energy Development*

Settlement Stipulation  
Docket No. 16-057-01  
Attachment 1

**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 <b>Total O&amp;M and A&amp;G</b>		<b>\$ 162,486,453</b>
9 LESS Bad Debt		(2,093,764)
10 LESS Energy Efficiency		(23,482,897)
11 <b>Adjusted O&amp;M and A&amp;G</b>		<b>\$ 136,909,792</b>
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 <b>Total O&amp;M and A&amp;G</b>	<b>\$ 54,900,000</b>

**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 <b>Total O&amp;M and A&amp;G</b>	<b>\$ 61,461,796</b>

- 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:

Patricia E. Schmid  
Assistant Attorney General  
160 East 300 South  
P.O. Box 140857  
Salt Lake City, UT 84114-0857  
[pschmid@utah.gov](mailto:pschmid@utah.gov)

Chris Parker  
Director  
Division of Public Utilities  
160 East 300 South  
P.O. Box 146751  
Salt Lake City, UT 84114-6751  
[chrisparker@utah.gov](mailto:chrisparker@utah.gov)

Bryce Freeman  
Administrator  
Wyoming Office of Consumer  
Advocate  
2515 Warren Avenue, Suite 304  
Cheyenne, WY 82002  
[Bryce.Freeman@wyo.gov](mailto:Bryce.Freeman@wyo.gov)

Gary A. Dodge  
HATCH, JAMES & DODGE  
10 West Broadway, Suite 400  
Salt Lake City, Utah 84101  
Email: [gdodge@hjdllaw.co](mailto:gdodge@hjdllaw.co)

Kevin Higgins  
Neal Townsend  
ENERGY STRATEGIES  
215 S. State Street, #200  
Salt Lake City, UT 84111  
[khiggins@energystrat.com](mailto:khiggins@energystrat.com)  
[ntownsend@energystrat.com](mailto:ntownsend@energystrat.com)

Rex Olson  
Assistant Attorney General  
160 East 300 South, 5<sup>th</sup> Floor  
P.O. Box 140857  
Salt Lake City, Utah 84114-0857  
[rolsen@utah.gov](mailto:rolsen@utah.gov)

Michele Beck  
Director  
Office of Consumer Services  
160 East 300 South  
P.O. Box 146782  
Salt Lake City, UT 84114-6782  
[mbeck@utah.gov](mailto:mbeck@utah.gov)

Ivan Williams  
Senior Counsel  
Wyoming Office of Consumer Advocate  
2515 Warren Avenue, Suite 304  
Cheyenne, WY 82002  
[Ivan.williams@wyo.gov](mailto:Ivan.williams@wyo.gov)

Damon E. Xenopoulos  
STONE MATTHEIS XENOPOULOS  
& BREW, PC  
1025 Thomas Jefferson Street, N.W., 800  
West Washington, DC 20007  
[dex@smxblaw.com](mailto:dex@smxblaw.com)

Jeremy R. Cook  
COHNE KINGHORN  
111 East Broadway, 11th Floor  
Salt Lake City, UT 84111  
[jcook@cohnekinghorn.com](mailto:jcook@cohnekinghorn.com)



Peter Ashcroft, Senior Policy  
Analyst  
Office of Energy Development  
60 East South Temple, Suite 300  
Salt Lake City, UT 84111  
[pashcroft@utah.gov](mailto:pashcroft@utah.gov)

Michael K. Green  
Utah Attorney General's office  
160 East 300 South, 5<sup>th</sup> Floor  
P.O. Box 140857  
Salt Lake City, UT 84114-0857  
[mkgreen@utah.gov](mailto:mkgreen@utah.gov)

Stephen F. Mecham  
STEPHEN F. MECHAM LAW,  
PLLC  
10 West 100 South, Suite 323  
Salt Lake City, UT 84101  
[sfmecham@gmail.com](mailto:sfmecham@gmail.com)

Bruce Rigby  
American Natural Gas Council, Inc.  
201 So. Main Street, 20th Floor  
Salt Lake City, Utah 84111  
[info@amngc.org](mailto:info@amngc.org)

Bob Lively  
Utah Regulatory Affairs Manager  
Rocky Mountain Power  
1407 West North Temple, Suite 330  
Salt Lake City, Utah 84116  
[Bob.lively@pacificorp.com](mailto:Bob.lively@pacificorp.com)

Yvonne R. Hogle  
Assistant General Counsel  
Rocky Mountain Power  
1407 West North Temple, Suite 320  
Salt Lake City, Utah 84116  
[Yvonne.hogle@pacificorp.com](mailto:Yvonne.hogle@pacificorp.com)



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- BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH -

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In the Matter of the Application of Questar )  
Gas Company for Approval of the Wexpro II )  
Agreement )  
)

DOCKET NO. 12-057-13

REPORT AND ORDER  
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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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**APPEARANCES**

Colleen Larkin Bell, Esq.  
Questar Gas Company

For Questar Gas Company

Gregory Monson, Esq.  
Stoel Rives LLP

Patricia E. Schmid, Esq.  
Assistant Utah Attorney General

" Division of Public Utilities

Jerrold S. Jensen, Esq.  
Assistant Utah Attorney General

" 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.<sup>1</sup> 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.<sup>2</sup> 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.”<sup>3</sup> 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

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<sup>1</sup> 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.

<sup>2</sup> See Transcript of Hearing, October 4, 2012, at 8, 10.

<sup>3</sup> 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 24<sup>th</sup> 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.<sup>4</sup>

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.<sup>5</sup> The Division and the Committee of Consumer Services (the predecessor of the Office) challenged this transfer to

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<sup>4</sup>See Transcript of Hearing, January 31, 2013, at 5-12.

<sup>5</sup> See *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.<sup>6</sup> 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.<sup>7</sup>

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.<sup>8</sup> 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.<sup>9</sup>

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").<sup>10</sup> The Commission approved Wexpro I on December 31, 1981, in Docket No. 76-057-14.<sup>11</sup>

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<sup>6</sup> See id.

<sup>7</sup> 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*.

<sup>8</sup> 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).

<sup>9</sup> See id. at 878.

<sup>10</sup> 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.

<sup>11</sup> 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.<sup>12</sup> The Court found the Commission’s decision achieved the results sought by the Court’s earlier mandate.<sup>13</sup> 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.<sup>14</sup>

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.<sup>15</sup> 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

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*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.

<sup>12</sup> See *Department of Administrative Services v. Public Service Commission*, 658 P.2d 601 (Utah 1983).

<sup>13</sup> See *id.* at 612-615.

<sup>14</sup> 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.

<sup>15</sup> See Wexpro I, Article II and Exhibit A.

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and future wells).<sup>16</sup> Questar then receives 54 percent of the oil and natural gas liquids net revenues, and Wexpro retains 46 percent.<sup>17</sup> If a development well is unsuccessful, all of its costs are borne by Wexpro.<sup>18</sup>

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.<sup>19</sup> 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.<sup>20</sup> As with the oil properties, if a gas property development well is unsuccessful, all of its costs are borne by Wexpro.<sup>21</sup> 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.<sup>22</sup>

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<sup>16</sup> See Wexpro I, Article II.

<sup>17</sup> See Wexpro I, Article II-4(e), (f), and (g) for a definition of the “54-46 formula.”

<sup>18</sup> See Wexpro I, Article II-4(a).

<sup>19</sup> See Wexpro I, Article III.

<sup>20</sup> See id.

<sup>21</sup> See Wexpro I, Exhibit E.

<sup>22</sup> 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.<sup>23</sup> 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.<sup>24</sup>

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.*"<sup>25</sup>

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.<sup>26</sup> 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

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<sup>23</sup> 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.

<sup>24</sup> See Wexpro I, Section 8.1.

<sup>25</sup> Wexpro I, Article VIII-13 (emphasis added).

<sup>26</sup> 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.<sup>27</sup>

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.<sup>28</sup> Questar asserts the gas provided to customers under Wexpro I has generated substantial net savings to date in comparison to market-based sources.<sup>29</sup> 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.<sup>30</sup> 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.<sup>31</sup> 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

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<sup>27</sup> See Wexpro I, Section 9.

<sup>28</sup> See Direct Testimony of Barrie L. McKay, QGC Ex. 1.0, at 2.

<sup>29</sup> See id.

<sup>30</sup> See Direct Testimony of Barrie L. McKay, QGC Ex. 1.0, at 3-4.

<sup>31</sup> See Wexpro II, Section III-3.

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area established in Wexpro I.<sup>32</sup> 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.<sup>33</sup>

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.<sup>34</sup> 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.<sup>35</sup> Commercial development drilling wells will earn the same rates of return as specified in Wexpro I. Wexpro's acquisition

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<sup>32</sup> See Wexpro II, Section IV-1(a); *see also* Direct Testimony of Barrie L. McKay, QGC Ex. 1.0, at 6.

<sup>33</sup> See Wexpro II, Section IV-1(b); *see also* Direct Testimony of Barrie L. McKay, QGC Ex. 1.0, at 6.

<sup>34</sup> See Wexpro II, Section IV; *see also* Direct Testimony of Barrie L. McKay, QGC Ex. 1.0, at 6-7.

<sup>35</sup> 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.<sup>36</sup>

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.<sup>37</sup> 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.<sup>38</sup>

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<sup>36</sup> See Wexpro II, Section IV-6.

<sup>37</sup> 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.

<sup>38</sup> 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.<sup>39</sup> Additionally, Wexpro I, in Questar's view, has provided a stable source of supply and a long term hedge against gas price volatility.<sup>40</sup> 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

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<sup>39</sup> See Direct Testimony of Barrie L. McKay, QGC Ex. 1.0, at 2.

<sup>40</sup> 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.<sup>41</sup> 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.<sup>42</sup>

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.<sup>43</sup>

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

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<sup>41</sup> See id.

<sup>42</sup> See id. at 3.

<sup>43</sup> 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."<sup>44</sup>

Questar testifies it likely would not have sought to expand the cost-of-service arrangements of Wexpro I but for Questar Corporation's<sup>45</sup> recent spin-off of its unregulated exploration and production business.<sup>46</sup> According to Questar, that action and the refocusing of Questar Corporation on its core utility business are reasons for its pursuit of Wexpro II.<sup>47</sup> 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. . . "<sup>48</sup> 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.<sup>49</sup>

B. The Division

The Division supports the Application and believes approval of Wexpro II is in the public interest.<sup>50</sup> 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.<sup>51</sup> In the Division's opinion, this objective is accomplished without any change in Questar's current rates and without

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<sup>44</sup> See id. at 10.

<sup>45</sup> Questar Corporation is the parent company of Questar and Wexpro.

<sup>46</sup> See Rebuttal Testimony of Barrie L. McKay, QGC Ex. 1.0R, at 3.

<sup>47</sup> See id.

<sup>48</sup> Id. at 16.

<sup>49</sup> See id. at 16-17.

<sup>50</sup> See Pre-filed Direct Testimony of Douglas D. Wheelwright, DPU Ex. 1.0D, at 2, 7.

<sup>51</sup> See id. at 3, 7.

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placing any financial obligations on Questar or its customers.<sup>52</sup> Moreover, without this continuing option, the Division believes Questar customers could be unduly exposed to future natural gas spot market volatility and uncertainty.<sup>53</sup>

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.<sup>54</sup> 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.<sup>55</sup> 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."<sup>56</sup> The Division states if Questar exercises that ability imprudently, disallowances are possible under Wexpro II.<sup>57</sup>

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

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<sup>52</sup> See id. at 8.

<sup>53</sup> See id.

<sup>54</sup> See id.

<sup>55</sup> See Prefiled Rebuttal Testimony of Douglas D. Wheelwright, DPU Ex. 1.0R, at 7.

<sup>56</sup> Id.

<sup>57</sup> 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.<sup>58</sup>

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.<sup>59</sup> 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.<sup>60</sup>

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.<sup>61</sup> 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.<sup>62</sup>

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<sup>58</sup> See Pre-filed Direct Testimony of Douglas D. Wheelwright, DPU Ex. 1.0D, at 8.

<sup>59</sup> See *supra* discussion of rates of return in Sections II.A and II.B.

<sup>60</sup> See Pre-filed Direct Testimony of Douglas D. Wheelwright, DPU Ex. 1.0D, at 10-11.

<sup>61</sup> See Direct Testimony of Michele Beck, Ex. OCS 1D Beck, at 2.

<sup>62</sup> 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.<sup>63</sup> 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].”<sup>64</sup>

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.<sup>65</sup> This method, according to the Office, wrongly removes the Commission from the oversight process.<sup>66</sup> 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.<sup>67</sup> 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

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<sup>63</sup> See id. at 106.

<sup>64</sup> Id. at 107.

<sup>65</sup> See id. at 105.

<sup>66</sup> See id.

<sup>67</sup> See id. at 107.

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any property proposed for Wexpro II treatment, as the Office recommends.<sup>68</sup> 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.<sup>69</sup>

**V. DISCUSSION, FINDINGS AND CONCLUSIONS**

In *Department* the Court applied the public interest standard in evaluating the unsuccessful challenges to Wexpro I.<sup>70</sup> 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.<sup>71</sup> 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.<sup>72</sup> The

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<sup>68</sup> See Transcript of Hearing, January 30, 2013, at 12.

<sup>69</sup> See id. at 117-118.

<sup>70</sup> See *Department of Administrative Services v. Public Service Commission*, 658 P.2d 601, 616-19 (Section IV. “Settlement in Public Interest?”).

<sup>71</sup> See Pre-filed Direct Testimony of Douglas D. Wheelwright, DPU Exhibit 1.0D, at 6.

<sup>72</sup> 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.<sup>73</sup> 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

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<sup>73</sup> See Pre-filed Direct Testimony of Douglas D. Wheelwright, DPU Ex. 1.0D, at 3-4.

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interest.<sup>74</sup> 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.<sup>75</sup>

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 information<sup>76</sup> and that such information will be the best information available to Questar. Indeed, Questar testified this will be so.<sup>77</sup>

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

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<sup>74</sup> See Pre-filed Rebuttal Testimony of Douglas D. Wheelwright, DPU Ex. 1.0R, at 7.

<sup>75</sup> See Wexpro II, Article I-11, for the definition of "commercial well."

<sup>76</sup> See Wexpro II, Article IV-3(e); *see also* Transcript of Hearing, January 30, 2013, at 60.

<sup>77</sup> 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.<sup>78</sup> 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.<sup>79</sup> 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

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<sup>78</sup> See id. at 41, where Questar expresses its support of this approach.

<sup>79</sup> 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.<sup>80</sup> 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.<sup>81</sup> 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.<sup>82</sup> 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

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<sup>80</sup> See Wexpro II, Section II-2(a); see also Wexpro II, Exhibit D.

<sup>81</sup> See Surrebuttal Testimony of James R. Livsey, Exhibit QGC 2.0SR, at 2-3.

<sup>82</sup> 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.<sup>83</sup> 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

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<sup>83</sup> 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).<sup>84</sup> 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.<sup>85</sup> The monitors are described as “very interactive” and “at the ground level” in reporting Wexpro’s actions and making recommendations to the Division.<sup>86</sup> They conduct investigations in accordance with accepted engineering practices and industry standards.<sup>87</sup> 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.<sup>88</sup> The Division, in carrying out its statutory responsibilities, will evaluate this information together with the operational reports Wexpro must provide annually.<sup>89</sup>

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<sup>84</sup> See Transcript of Hearing, January 30, 2013, at 98.

<sup>85</sup> See id. at 56-60, 96-98.

<sup>86</sup> See id. at 58.

<sup>87</sup> See id. at 97-98.

<sup>88</sup> 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.<sup>90</sup> 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..."<sup>91</sup> 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.<sup>92</sup> 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

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<sup>89</sup> 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).

<sup>90</sup> See Transcript of Hearing, January 30, 2013, at 102.

<sup>91</sup> U.C.A. § 54-4-1.5(3); see also U.C.A. § 54-4a-1(1)(b).

<sup>92</sup> 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.<sup>93</sup>

...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.<sup>94</sup>

...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.<sup>95</sup>

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.<sup>96</sup> 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.

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<sup>93</sup> Response of Questar Gas to Office's Post-Hearing Brief, filed February 15, 2013, at 2.

<sup>94</sup> Id. at 12-13.

<sup>95</sup> Id. at 13.

<sup>96</sup> 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 28<sup>th</sup> 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 12<sup>th</sup> day of  
September, 2012.

/s/ Craig C. Wagstaff

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Craig C. Wagstaff  
Executive Vice President &  
Chief Operating Officer  
Questar Gas Company

/s/ Chris Parker

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Chris Parker  
Division Director  
Utah Division of Public Utilities

/s/ James R. Livsey

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James R. Livsey  
Executive Vice President &  
Chief Operating Officer  
Wexpro Company

/s/ Bryce J. Freeman

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Bryce Freeman  
Administrator  
Wyoming Office  
of Consumer Advocate



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## 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

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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.

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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				
<b>1 Investment</b>					
2 Net Plant Investment in Productive Oil Reservoirs	\$57,000	\$48,300	\$5,060	\$1,190	\$2,450
<b>3 Gas production Investment:</b>					
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
<b>12 Cost of Service</b>					
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
<b>30 Return Computation</b>					
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 Aquired 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			
			Aquired Wexpro II Oil Property \3	Base Rate of Return(r)	Enhanced Recovery Facilities (r+2.00%)	Wexpro II Development Drilling Facilities	Allocated to Cost-of- Service Natural Gas
		Total					
1	Net Plant Investment in Productive Oil Reservoirs	\$57,000	\$48,300	\$5,060	\$1,190	\$2,450	
	Allocation of Investment						
2	Directly Assignable to Products		12,000	1,500	50	240	1,010
3	Allocated Based on Product Allocation		30,500	3,000	900	1,600	6,200
4	Allocated Investment		\$42,500	\$4,500	\$950	\$1,840	\$7,210
5	Total Revenues for Month from Sale of Oil	\$4,520	\$3,700	\$540	\$95	\$185	
6	Total Expenses for Month	\$2,500	\$2,173	\$207	\$46	\$74	
	Allocation of Expenses for Month						
7	Directly Assignable to Products		534	50	8	12	97
8	Allocated based on Product Allocation		1336	130	30	43	260
9	Allocated Expenses		\$1,870	\$180	\$38	\$55	\$357
10	Operating Income for Month		\$1,830	\$360	\$57	\$130	
11	Federal and State Income Taxes at :	36.0567% \2	660	130	21	47	
12	Net Income from Oil after Taxes	\$1,520	\$1,170	\$230	\$36	\$83	
13	Rate of Return For Investment Recovery		8.428%	12.41%	14.41%	17.41%	
14	Return Allocated to Oil Investments (line4 x line13)/12	\$383	\$298	\$47	\$11	\$27	
15	Amount to Be Divided Between Company and Wexpro	\$1,137	\$872	\$184	\$25	\$56	
16	Company Portion at:	54%	614	471	99	30	
17	Payments to Company (line16)/(1-Tax Rate)	\$960	\$736	\$155	\$21	\$48	
18	Restatements of Wexpro's Monthly Oil Net Income						
19	Revenue For Month	\$4,520					
	Expenses for Month - Oil						
20	Previous Expense - Total	\$2,143					
21	Amount to Company	\$960					
22	Total Restated Expenses for Month	(\$3,103)					
23	Restated Operating Income	\$1,417					
24	Income Taxes	(\$511)					
25	Restated Wexpro Net Operating Income After Taxes	\$906					
1/	All figures are hypotheticaland 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	$(\text{Inv}_i + \text{Rcpt}_i + W_i) / = 16.6390\%$	0.83
Wyoming	0	$(\text{Inv}_i + \text{Rcpt}_i + W_i) / = \text{N/A}$	0.00
Colorado	4	$\text{Rcpt}_i = 17.1702\%$	0.73
Montana	6	$(\text{Inv}_i + \text{Rcpt}_i + W_i) / = 0.0001\%$	0.00
New Mexico	7	$(\text{Inv}_i + \text{Rcpt}_i + W_i) / = 0.0032\%$	0.00
Nevada	0	$(\text{Inv}_i + \text{Rcpt}_i + W_i) / = \text{N/A}$	0.00
		=	1.66

where

$\text{Inv}_i$  is the percentage of Wexpro's total-company investment in state i

$\text{Rcpt}_i$  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.

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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	6.6509%	4.2449%	39.0213%	16.6390%	5.00%	0.8320%	(1)
WYOMING ----- N/A--No Income Tax Imposed -----							
0.0000% (2)							
COLORADO							
4 State total		46,184,300					
5 Wexpro total		268,978,922		(b)/1=d		d*e=f	
6		17.1702%		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	0.0001%	0.0003%	0.0000%	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	0.0058%	0.0039%	0.0000%	0.0032%	7.60%	0.0002%	
NEVADA ----- N/A--No Income Tax Imposed -----							
0.0000% (2)							
14 TOTAL						1.6272%	
(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							
All data is for calendar year 2010							

1

Questar Gas Company  
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## 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  
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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

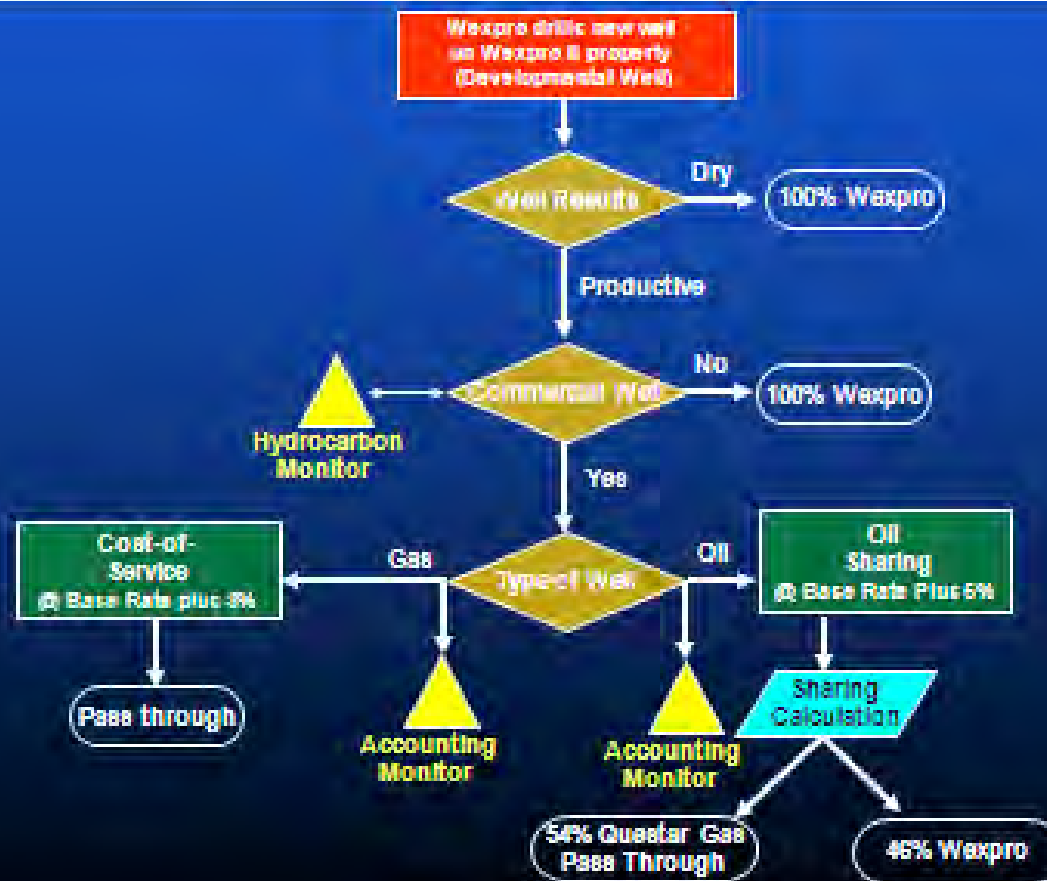
	Company Name	Activity	Regulatory Agency	Authorized BRR on Common Equity on May 31, 1981	Authorized BRR on Common Equity on May 31, 2011	Notes
1.	Idaho Power Company	Electric Services	Idaho PSC	14.50%	10.50%	
2.	Intermountain Gas Co.	Gas Distribution	Idaho PSC	14.50%	14.85%	
3.	Montana Power Company	Electric 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 <sup>1</sup>
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 PacifiCorp-Utah
10.	Mountain States Tel. & Tel. Co.	Tele- communications	Utah PSC	13.47%	10.67%	Using Replacement Index <sup>1</sup>
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 <sup>1</sup>
18.	Northwest Pipeline Corp.	Gas Transmission	FERC	13.47%	10.67%	Using Replacement Index <sup>1</sup>
19.	Kansas-Nebraska Natural Gas Co.	Gas Transmission	FERC	13.47%	10.67%	Using Replacement Index <sup>1</sup>
20.	Transwestern Pipeline Co.	Gas Transmission	FERC	13.47%	10.67%	Using Replacement Index <sup>1</sup>

<sup>1</sup> Replacement index per 5/29/92 Wexpro I Guideline Letter  
145608



Note: Exhibit F Page 1 reflects changes filed by Questar Gas Company on March 27, 2013.

## Wexpro II Well Determination



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Exhibit G

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

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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

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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 Development 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

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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

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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 28<sup>th</sup> 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](mailto:collen.bell@questar.com))  
Jenniffer Nelson Clark ([jenniffer.clark@questar.com](mailto:jenniffer.clark@questar.com))  
Questar Gas Company

Ivan Williams ([ivan.williams@wyo.gov](mailto:ivan.williams@wyo.gov))  
Wyoming Office of Consumer Advocate

Gary A. Dodge ([gdodge@hjdllaw.com](mailto:gdodge@hjdllaw.com))  
Hatch, James, & Dodge

Kevin Higgins ([khiggins@energystrat.com](mailto:khiggins@energystrat.com))  
Neal Townsend ([ntownsend@energystrat.com](mailto:ntownsend@energystrat.com))  
Energy Strategies

Data Request Response Center ([datarequest@pacificorp.com](mailto:datarequest@pacificorp.com))  
PacifiCorp

David L. Taylor ([dave.taylor@pacificorp.com](mailto:dave.taylor@pacificorp.com))  
Yvonne R. Hogle ([yvonne.hogle@pacificorp.com](mailto:yvonne.hogle@pacificorp.com))  
Rocky Mountain Power

Patricia Schmid ([pschmid@utah.gov](mailto:pschmid@utah.gov))  
Justin Jetter ([jjetter@utah.gov](mailto:jjetter@utah.gov))  
Assistant Utah Attorneys General

Michele Beck ([mbeck@utah.gov](mailto:mbeck@utah.gov))  
Office of Consumer Services

By Hand-Delivery:

Division of Public Utilities  
160 East 300 South, 4<sup>th</sup> Floor  
Salt Lake City, Utah 84111

Office of Consumer Services  
160 East 300 South, 2<sup>nd</sup> Floor  
Salt Lake City, Utah 84111

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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 -  
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IN THE MATTER OF THE PETITION OF )  
THE DIVISION OF PUBLIC UTILITIES )  
TO CONSIDER THE PROPOSED TRANSFER )  
OF CERTAIN WELLS, LEASES, LANDS AND )  
RELATED FACILITIES AND INTERESTS )  
OF MOUNTAIN FUEL SUPPLY COMPANY )  
TO WEXPRO COMPANY ON REMAND FROM )  
THE UTAH SUPREME COURT. )

CASE NO. 76-057-14

IN THE MATTER OF THE APPLICATION )  
OF MOUNTAIN FUEL SUPPLY COMPANY )  
FOR A GENERAL INCREASE IN RATES )  
AND CHARGES INCIDENT TO NATURAL )  
GAS SERVICE RENDERED WITHIN THE )  
STATE OF UTAH. )

CASE NO. 77-057-03  
(Count II)

IN THE MATTER OF THE APPLICATION )  
OF MOUNTAIN FUEL SUPPLY COMPANY )  
FOR A GENERAL INCREASE IN RATES )  
AND CHARGES INCIDENT TO NATURAL )  
GAS SERVICE RENDERED WITHIN THE )  
STATE OF UTAH. )

CASE NO. 79-057-03

REPORT AND  
ORDER ON  
STIPULATION  
AND  
AGREEMENT

IN THE MATTER OF THE APPLICATION )  
OF MOUNTAIN FUEL SUPPLY COMPANY )  
FOR A GENERAL INCREASE IN RATES )  
AND CHARGES INCIDENT TO NATURAL )  
GAS SERVICE RENDERED WITHIN THE )  
STATE OF UTAH. )

CASE NO. 80-057-01

IN THE MATTER OF THE APPLICATION )  
OF MOUNTAIN FUEL SUPPLY COMPANY )  
FOR A GENERAL INCREASE IN RATES )  
AND CHARGES INCIDENT TO NATURAL )  
GAS SERVICE RENDERED WITHIN THE )  
STATE OF UTAH. )

CASE NO. 81-057-01

IN THE MATTER OF THE INVESTIGA- )  
TION OF THE TRANSFER OF CERTAIN )  
WELLS, LANDS, LEASES AND RELATED )  
BUILDINGS AND INTERESTS OF )  
MOUNTAIN FUEL SUPPLY COMPANY )  
AND/OR WEXPRO COMPANY TO CELSIUS )  
ENERGY COMPANY OR ANY OTHER )  
ENTITY OR PERSON. )

CASE NO. 81-057-04

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Submitted: November 25, 1981

Issued: December 31, 1981

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Appearances:

For:

Stephen H. Anderson, Esq. Merlin O. Baker, Esq. A. Robert Thorup, Esq. RAY, QUINNEY & NEBEKER Special Assistant Attorneys General	Utah Department of Business Regulation, Division of Public Utilities
Thomas A. Quinn, Esq. RAY, QUINNEY & NEBEKER Special Assistant Attorneys General	Utah Committee of Consumer Services
Edward W. Clyde, Esq. CLYDE, PRATT, GIBBS & CAHOON Robert S. Campbell, Jr., Esq. Gregory B. Monson, Esq. WATKISS & CAMPBELL R. G. Groussman, Esq.	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

/s/ David R. Irvine, Commissioner

(SEAL)

/s/ Brent H. Cameron, Commissioner

Attest:

/s/ Jean Mowrey, Secretary

EXHIBIT A

**Cost of Service  
Formulation for Gas  
from Oil Reservoirs**

## EXHIBIT A

### COST OF SERVICE FORMULATION FOR GAS FROM OIL RESERVOIRS

The monthly cost of service charge directly attributable to the sale to Mountain Fuel Supply Company of natural gas provided by Wexpro Company from certain properties as set forth in the Agreement will include the following costs. (Section references are to the relevant portions of the Agreement to which this exhibit is attached.)

**1. Operating Expenses.** Reasonable and necessary operating expenses incurred by Wexpro and allocated to the production, gathering, treatment and disposition of natural gas. Such expenses will include operating and maintenance expenses, administrative and general expenses, royalties (including compensatory royalties) and fees based on the monthly level of production, and other common business expenses.

**2. Depreciation.** The allocated monthly depreciation expense as computed by the unit-of-production method where applicable or one-twelfth of any annual depreciation expense computed using applicable depreciation methods other than the unit-of-production method as allowed by and computed under the terms of the Agreement.

**3. Amortization and Depletion.** The allocated monthly accrual recorded for the billing month as amortization and depletion of producing lands and land rights, amortization of intangible gas plant and other amortized expenses.

#### **4. Taxes.**

**(a) Taxes Other than Income Taxes.** Accruals recorded for the billing month with respect to taxes other than federal and state income taxes allocated to natural gas operations, adjustments of such accruals for tax expenses previously billed, and such taxes paid but not previously billed, including any state and local income taxes.

**(b) Federal and State Income Taxes.** Federal and state income taxes for the billing month attributable to the investment of

Wexpro allocated to natural gas production facilities, computed by multiplying the return by the marginal composite income tax rate (section I-38) divided by 1.0 minus the marginal composite income tax rate.

5. Return. Return is computed using the base rate of return (section I-44) as adjusted from time to time under the procedure specified in the Agreement. For natural gas that is produced from enhanced recovery facilities to which a 2% adjustment is applicable (paragraph II-6(b)), the 2% risk premium applies to those facilities only. For natural gas that is produced from development gas wells to which a 5% risk adjustment is applicable (paragraph II-8(b)), the 5% risk premium applies to those facilities only.

The investment used as a base to which a rate of return is applied will be computed in total for each category of investment subject to (i) no risk premium, (ii) the 2% risk premium, and (iii) the 5% risk premium, and will be one-twelfth of the sum of:

(a) The allocated, actual original investment including AFUDC in wells, well facilities and plant facilities utilized or held for future use in connection with the production, gathering, treatment and disposition of natural gas and oil, less accumulated reserves for depreciation and amortization of such plant facilities; plus

(b) A general plant allowance calculated by multiplying the amount in paragraph (a) above by 6.3%; plus

(c) A cash working capital allowance for each category of investment (no risk premium, 2% risk premium, and 5% risk premium) equal to 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 RESERVOIRS<sup>1</sup>

			Post-July 31, 1981 Enhanced Recovery Facilities Subject to:		Post- July 31, 1981 Development Drilling Facilities
	Total (1)	Post- July 31, 1981 Facilities (2)	Base Rate of Return (r) (3)	(r + 2.00%) (4)	(5)
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	300	70	40
5. Allocation Based on Product Allocation (§ 1-47)	6,200	5,000	460	170	570
6. Net Investment in Gas Production Facilities	\$ 7,210	\$ 5,800	\$ 560	\$ 240	\$ 610
7. Add:					
8. General Plant @ 6.3%	454	366	35	15	38
9. Cash Working Capital: $45/365 \times (O\&M + A\&G) \times 12$	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	—	—	—	1
21. Total - Gas Direct Expenses	97	84	7	2	4
22. Allocable Expenses - Oil & Gas	\$ 1,799	\$ 1,535	\$ 150	\$ 36	\$ 58
23. Allocable Expenses - Gas					
24. Operating & Maintenance Expenses	70	64	3	1	2
25. Administrative & General Expenses	18	15	1	1	1
26. Royalties	—	—	—	—	—
27. Other Taxes	79	65	7	2	5
28. Depreciation	93	75	9	2	7
29. Total - Gas Allocable Expenses	\$ 260	\$ 219	\$ 20	\$ 6	\$ 15
30. Return Computation					
31. Applicable Rate of Return		16.00%	16.00%	18.00%	21.00%
32. Return on Investment (line 11 x line 31)/12	\$ 107	\$ 84	\$ 8	\$ 4	\$ 11
33. Federal Income Taxes (line 32 x .46) / (1 - .54)	91	72	7	3	9
34. Total Monthly Cost of Service (lines 21 + 29 + 32 + 33)	\$ 555	\$ 459	\$ 42	\$ 15	\$ 38

<sup>1</sup> 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 ACCOUNTING<sup>1</sup>

		Prior July 31, 1981		Post July 31, 1981		Allocated Share of Production of Service Natural Gas
		Productive Oil Reserves July 31, 1981	Base Rate of Return (%)	(1 + 2.00%)	Productive Oil Reserves July 31, 1981	
1	Net Plant Investment in Productive Oil Reservoirs	\$57,700	\$6,000	\$1,150	\$2,450	1,010
2	Directly Assignable to Products		1,500	50	240	6,200
3	Allocated Based on Product Allocation		30,500	900	1,600	
4	Allocated Investment		\$42,500	\$ 550	\$1,840	\$7,210
5	Total Revenues for Month from Sale of Oil	\$ 4,520	\$ 3,700	\$ 540	\$ 185	
6	Total Expenses for Month	\$ 2,500	\$ 2,173	\$ 307	\$ 46	
7	Allocation of Expenses for Month		534	50	8	
8	Directly Assignable to Products		1,336	130	20	97
9	Allocated Based on Product Allocation					260
10	Operating Income for Month					\$ 357
11	Federal and State Income Taxes at 46.828%		\$ 1,670	\$ 180	\$ 38	
12	Net Income from Oil after Taxes	\$ 1,254	\$ 1,850	\$ 320	\$ 57	
13	Rate of Return for Investment Recovery		\$ 974	\$ 191	\$ 30	
14	Return Allocated to Oil Investment line 4 x line 13/12		16.00%	16.00%	18.00%	
15	Amount to be Divided Between Company and Weipco	\$ 673	\$ 567	\$ 60	\$ 14	
16	Company Portion at 54%	\$ 319	\$ 407	\$ 131	\$ 16	
17	Payment to Company (line 16/11 x 46.828)	\$ 600	\$ 220	\$ 71	\$ 9	
18	Restatement of Weipco's Monthly Oil Net Income		\$ 413	\$ 133	\$ 16	
19	Revenue for Month - Oil	\$ 4,520				
20	Expenses for Month - Oil	\$2,143				
21	Revenue Expense - Total	600				
22	Amount to be Divided Between Company and Weipco					
23	Total Restated Operating Income					
24	Income Taxes at 46.828%					
25	Restated Weipco Net Income After Taxes					

<sup>1</sup> 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.  
<sup>2</sup> See Exhibit D.



**Sample Overriding  
Royalty Calculation**

**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
Wagon Interest in Lease								
Less Gross Revenues	100.0%	40.0%	100.0%	20.0%	100.0%	20.0%	100.0%	20.0%
Wagon's Gross Revenues	\$100.00	\$60.00	\$100.00	\$20.00	\$100.00	\$20.00	\$100.00	\$20.00
Royalty Base on Wagon's Gross	7.00%	7.00%	7.00%	7.00%	23%	23%	23%	23%
ORR on Wagon's Gross	\$ 7.00		\$ 1.50		\$ 2.30		\$ 1.25	
Paymont - ORR Preserved								
Net Interest:								
After Paymont	6.25%	40.0%	1.25%	20.0%	6.25%	40.0%	1.25%	20.0%
Less Gross Revenues	\$100.00	\$60.00	\$100.00	\$20.00	\$100.00	\$20.00	\$100.00	\$20.00
Wagon's Gross Revenues	\$100.00	\$60.00	\$100.00	\$20.00	\$100.00	\$20.00	\$100.00	\$20.00
Paymont's Gross Subject to ORR	\$ 0	\$ 40.00	\$ 0	\$ 20.00	\$ 0	\$ 20.00	\$ 0	\$ 20.00
Wagon's Gross Subject to ORR	\$100.00	\$20.00	\$ 0	\$ 0.00	\$100.00	\$0.00	\$100.00	\$0.00
Total Gross Subject to ORR	7.00%	7.00%	7.00%	7.00%	2.50%	2.50%	2.50%	2.50%
Royalty Base on Gross	\$ 7.00	\$ 7.00	\$ 1.50	\$ 1.50	\$ 2.50	\$ 2.50	\$ 1.25	\$ 1.25
Overriding Paymont on Gross								
Paymont - ORR Not Preserved <sup>1</sup>								
Net Interest:								
After Paymont	6.25%	50.0%	3.125%	35.0%	No Applicable	No Applicable	No Applicable	No Applicable
Less Gross Revenues	\$100.00	\$50.00	\$100.00	\$35.00	\$100.00	\$35.00	\$100.00	\$35.00
Wagon's Gross Revenues	\$100.00	\$50.00	\$100.00	\$35.00	\$100.00	\$35.00	\$100.00	\$35.00
Royalty Base on Wagon's Gross	10.00%	10.00%	10.00%	10.00%	2.50%	2.50%	2.50%	2.50%
ORR on Wagon's Gross	\$ 0.625	\$ 5.00	\$ 0.3125	\$ 2.50				

1 The entries represent typical transactions only and are strictly hypothetical.

2 Overriding Royalty - 7% ORR, section IV 4 of the Agreement; 24% section V 3.

3 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 - 1981<sup>1</sup>

i State	Inv <sub>i</sub>	Rcpt <sub>i</sub>	W <sub>i</sub>	r <sub>i</sub>	r <sub>i</sub> 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

$$t_s = .01533$$

$$t = t_f (1 - t_s) + t_s$$

$$t = .46 (.98467) + .01533$$

$$t = .46828$$

<sup>1</sup> 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 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, 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>Activity<sup>1</sup></u>	<u>Regulatory Agency</u>	<u>Authorized Base of Return on Common Equity on May 31, 1981</u>
1. Idaho Power Company	Electric Services	Idaho Public Service Commission	14.50%
2. Intermountain Gas Co.	Gas Distribution	Idaho Public Service Commission	14.50%
3. Montana Power Company	Electric Services	Montana Public Service Commission	13.45%
4. Montana-Dakota Utilities Co.	Gas Distribution	Montana Public Service Commission	13.50%
5. Pacific Power & Light	Electric Services	Wyoming Public Service Commission	14.64%
6. Northern Utilities, Inc.	Gas Distribution	Wyoming Public Service Commission	13.50%
7. Nevada Power Company	Electric Services	Nevada Public Service Commission	15.00%
8. Southwest Gas Corp.	Gas Distribution	Nevada Public Service Commission	15.20%
9. Utah Power & Light Co.	Electric Services	Utah Public Service Commission	16.80%
10. Mountain States Tel. & Tel. Co.	Telecommunications	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.	Telecommunications	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%

<sup>1</sup> 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 <sup>1</sup>	Marker Well Location <sup>2</sup>	Productive Oil Reservoir <sup>3</sup>	
					Interval Top	Interval Base
Ace Unit	Colorado	Wasatch	Ace Unit #8	SWSE Sec 28, T12N, R97W	2,703	3,105
st 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
McClean	Colorado	Desert Creek	McClean Basin #2	SWNE Sec 15, T37N, R19W	5,910	5,958
Powder Wash	Colorado	Wasatch	H. W. Stewart #4	SWNE Sec 32, T12N, R97W	2,740	5,120
		Fort Union			5,120	5,270
ap Springs	Nevada	Pritchard Station	Trap Springs #1R	NWSE Sec 27, T9N, R56E	3,755	4,170
Bug	Utah	Lwr Desert Cr.	Bug Well #4	NESW Sec 16, T39N, R26E	6,283	6,320
		Honaker Trail			4,570	4,672
istle Peak	Utah	Green River	Castle Peak Unit #5	NWSW Sec 24, T9S, R15W	2,898	5,158
ay 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
rch Creek Unit	Wyoming	Wasatch/Almy	Birch Creek Unit #1	NENW Sec 14, T27N, R113W	Surface	2,417
		Mesaverde			2,417	2,970

<sup>1</sup>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.

<sup>2</sup>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.

<sup>3</sup>Top 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			11,756	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 (Bonnidee)	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	Birch Creek Unit (Wyoming)	Birch Creek Unit #62	Dry Piney Unit (Wyoming)	Dry Piney Unit #20
East Hiawatha (Colorado)	Ace Unit #8		Birch Creek Unit #63		Dry Piney Unit #21
	East Hiawatha 17-2		Birch Creek Unit #65		Dry Piney Unit #24
	F. Wilson B #4		Birch Creek Unit #67		Dry Piney Unit #25
	F. Wilson A #5		Birch Creek Unit #68	Feather-Highland-Scott (Wyoming)	Hannifin Federal #1
	F. Wilson A #7		Birch Creek Unit #69		
	F. Wilson A #8		Birch Creek Unit #70		
	F. Wilson B #11		Birch Creek Unit #71	Powell (Spearhead Ranch Part) (Wyoming)	Spearhead Ranch Unit #15
	F. Wilson B #12		Birch Creek Unit #74		Werner #25-1
	F. Wilson B #13		Birch Creek Unit #75		
	F. Wilson B #14		Birch Creek Unit #76	Powell (Spearhead Ranch Part) (Wyoming)	Powell II Unit #9
	F. Wilson B #15		Birch Creek Unit #77		U.S.A. Dilts #31-1
	F. Wilson A #17		Birch Creek Unit #79		Boeswell Federal #2-1
	F. Wilson A #18		Birch Creek Unit #82		Dilts Cooke Federal #1-1
	F. Wilson B #19		Birch Creek Unit #83		Harvey Federal #6-1
	F. Wilson B #21		Birch Creek Unit #84		Tonkinson #11-1
	G. Kuykendall A #1		Birch Creek Unit #20		Dilts #12-1
	G. Kuykendall A #3		Birch Creek Unit #23		Wolf State #13-1
	G. Kuykendall A #6		Birch Creek Unit #33		Spearhead Ranch Unit #10
	G. Kuykendall A #7		Birch Creek Unit #34		Spearhead Ranch Unit #12
	G. Kuykendall #8		Birch Creek Unit #36		Spearhead Ranch Unit #13
Jacks Draw Unit (Colorado)	Jacks Draw Unit #4		Birch Creek Unit #37		Spearhead Ranch Unit #14
McClean (Colorado)	McClean Basin #2		Birch Creek Unit #38		Spearhead Ranch Unit #15
			Birch Creek Unit #39		Spearhead Ranch Unit #17
Powder Wash (Colorado)			Birch Creek Unit #40		Spearhead Ranch Unit #20
	Carl Allen B #9	Brady Unit (North) (Wyoming)	Birch Creek Unit #42		Bustard Federal #24-1
	Carl Allen B #13		Birch Creek Unit #44		
	Carl Allen A #16		Birch Creek Unit #45		
	Carl Allen A #19			Ross (Fox) (Wyoming)	Moore Federal #1-1
	B. W. Musser B #15		Brady Unit Well #14W		South Spearhead #1-24
	J. C. Donnel B #4		Brady Unit Well #17N		South Spearhead #1- 11 Judson
	J. C. Donnel B #7	Brady Unit (South) (Wyoming)	Brady Unit Well #25N		South Spearhead #1-2
	J. C. Donnel B #8		Brady Unit Well #26E		
	J. C. Donnel B #10			Spearhead Ranch Unit (Part) (Wyoming)	Spearhead Ranch Unit #1A
	H. W. Stewart A #3		Brady Unit Well #16W		Spearhead Ranch Unit #4
	H. W. Stewart A #4		Brady Unit Well #18W		Spearhead Ranch Unit #6
	J. C. Donnel A #6		Brady Unit #1 (#21-11)		Spearhead Ranch Unit #7
Trap Springs (Nevada)	Trap Springs #3		Brady Unit #2 (#41-2)		Spearhead Ranch Unit #8
	Trap Springs #1		Brady Unit #3 (#11-15)		
	Trap Springs #2		Brady Unit #4 (#11-12)		
	Trap Springs #3		Brady Unit #5 (#11-11)		
	Trap Springs #16		Brady Unit #8 (#32-2)		
	Trap Springs #17		Brady Unit #9 (#43-10)		
	Trap Springs #1R		Brady Unit #10 (#22-22)		
Bug (Utah)	Bug Well #4		Brady Unit #11 (#32-31)		
	Bug Well #10		Brady Unit #12 (#11-27)		
	Bug Well #12		Brady Unit #13 (#16-101)		
	Bug Well #14		Brady Unit #16 (#32-10)		
	Bug Well #15		Brady Unit #18 (#44-11)		
	Bug Well #16		Brady Unit #21 (#43-46)		
Castle Peak Uintah Basin (Utah)	Castle Peak Unit #5		Brady Unit #22 (#22-15)	Trabing (Bonnidee) (Wyoming)	Bouma Zexas #1-3
			Brady Unit #23 (#31-1)		Federal #1-10
Gray Wolf Mountain (Utah)	Broadhead #1		Brady Unit #24 (#14-B)		Adamson Eklund #1-14
			Brady Unit #27 (N)		Porath "A" #1
Patterson Canyon (Utah)	Patterson Canyon #1		Brady Unit #30		
	Patterson Canyon #3		Brady Unit #31 (#24-2)	Yellow Creek (Wyoming)	Yellow Creek #1-36
			Brady Unit #33		Yellow Creek #3-36
Patterson Unit (Utah)	Patterson Unit #1				
Birch Creek Unit (Wyoming)	Birch Creek Unit #48	Bruff Unit (Wyoming)	Bruff Unit Well #1		
	Birch Creek Unit #50				
	Birch Creek Unit #52	Dry Piney Unit (Wyoming)	Dry Piney Unit #17		
	Birch Creek Unit #58		Dry Piney Unit #18		
			Dry Piney Unit #19		

SEMI-ANNUAL

## Productive Gas Reservoirs

SCHEDULE 3(a)  
"Wexpro Case" Agreement  
PRODUCTIVE GAS RESERVOIRS

Field Name	State	Formation	Marker Well <sup>1</sup>	Marker Well Location <sup>2</sup>	Productive Gas Reservoir <sup>3</sup>	
					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 #262	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	1,920
Egnar Unit	Colorado	Mississippian	Egnar Unit #1	SENE Sec 30, T44N, R19W	2,425	4,730
Hiawatha Deep Unit	Colorado	Entrada & Nuggett	Hiawatha Deep Unit #1	NENW Sec 22, T12N, R100W	9,100	9,375
Horseshoe Canyon Unit	Colorado	Dakota Cedar Mountain Cocoran-Cozette	Horseshoe Cyn Unit #131	SENE Sec 31, T9S, R97W	14,337	15,020
Jacks Draw Unit	Colorado	Fl. Union	Jacks Draw Unit #15	NENE Sec 21, T12N, R97W	6,774	6,956
Lower Horse Draw Unit (Lower Horse Draw Area)	Colorado	Manaos "B"	MF #10-1	NWSW Sec 10, T2S, R103W	2,295	2,580
Powder Wash Unit	Colorado	Wasatch-Fort Union	Carl Allen #11	SESW Sec 33, T12N, R97W	5,118	6,440
Rabbit Mountain	Colorado	Manaos "B"	MFS Federal #8-1	NWNE Sec 8, T2S, R103W	2,828	3,160
Sugar Loaf-Talamantes	Colorado	Mesaverde (Almond) Lower Ft Union/Lance	Gov't #1	SENE Sec 15, T11N, R101W	Surface	8,410
					5,458	5,655
					4,950	5,340

<sup>1</sup> 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.

<sup>2</sup> 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.

<sup>3</sup> Top and base (feet 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 #006	SENE Sec 30, T2S, R102W	2,703	3,090
West Hiawatha	Colorado	Lance/Lewis Ft. Union Wasatch	W. B. Lashae #5	SWSW Sec 25, T12N, R101W	4,448	4,670
Lodger (Whiskey Trail)	Montana	Bow Island	Nierenberg #263 Fox	NENW Sec 26, T30N, R1W	2,230	4,448
Milk River	Montana	Eagle White Spocks	Oil Resources #19-4	SWNW Sec 19, T35N, R13E	Surface	2,230
Sunburst	Montana	Third Bow Island	Kiehbauch #2	NWSE Sec 33, T36N, R4W	1,046	1,090
Jiggs Unit	Nevada	Elko	Jiggs #10-1	SESE Sec 10, T29N, R55E	1,069	1,356
Bisti-Escrito Verde-Basin Dakota	New Mexico	Basin Dakota Picture Cliff	Mountain Federal #1	NWSW Sec 18, T24N, R9W	2,160	2,180
Fruitland	New Mexico	Dakota Mendee	Stevens #1	NWNE Sec 29, T30N, R14W	1,760	1,796
Tracy Dome (Carlsbad)	New Mexico	Morrow Wolf Camp	Rifle Federal #2	NENW Sec 28, T21S, R26E	9,050	9,450
Clay Basin Unit	Utah	Frontier	Clay Basin Unit #18	NWNW Sec 23, T3N, R24E	1,765	1,990
Island Unit	Utah	Wasatch	Island Unit #9	CSW Sec 11, T10S, R19E	6,405	6,450
Piute Knoll	Utah	Upper Ismay	Piute Knoll #1	NESW Sec 26, T33S, R25E	5,680	5,913
Ute Trail Unit	Utah	Mesaverde Wasatch	Ute Trail Unit #1	NENE Sec 8, T10S, R22E	3,196	3,310
Birch Creek Unit	Wyoming	1st Frontier 2nd Frontier Bear River	Birch Creek Unit #1	NENW Sec 14, T27N, R113W	10,854	11,220
Black Butte Creek	Wyoming	Dakota	Black Butte Creek Unit #44-25	SESE Sec 25, T19N, R103W	8,995	9,155
Brady Unit (South)	Wyoming	Dakota Frontier	Brady Unit Well #1	NENW Sec 11, T16N, R101W	5,640	5,850
Bruff Unit-Moia Arch	Wyoming	Dakota 2nd Frontier	Bruff Unit #1	SWSW Sec 22, T19N, R112W	4,880	6,800
Butcher Knife Spring Unit	Wyoming	Morgan Dakota	Butcher Knife Spring Unit #1	SWNE Sec 29, T15N, R112W	5,730	5,795
					6,720	8,110
					5,054	5,270
					6,267	6,325
					6,685	6,880
					7,490	7,700
					3,890	3,910
					10,870	11,038
					10,290	10,400
					11,900	12,190
					11,278	11,500
					17,903	18,410
					12,822	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	Lower Mesaverde	Canyon Creek Unit #17	NESW Sec 3, T12N, R101W	5,330	6,738
Church Buttes Unit	Wyoming	Almond			4,600	4,750
		Morgan Dakota Frontier	Church Buttes Unit #19	SENE Sec 8, T16N, R112W	17,740	18,302
					12,620	12,847
					12,157	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	Dry Piney Unit #18	NWSW Sec 10, T27N, R114W	8,177	8,611
		1st Frontier			6,477	6,695
		2nd Frontier			7,095	7,390
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
W Fogarty Creek	Wyoming	Bear River	Fogarty Creek Fed. #1-32	SWSE Sec 32, T28N, R114W	8,390	8,500
		2nd Frontier			7,370	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	Kinney Unit #1	NW7NW Sec 18 T13N, R99W	14,670	14,940
		Almond			13,880	14,082
		Wasatch			13,400	13,540
					4,810	4,860
					2,380	2,780
Leucite Hills Unit	Wyoming	Dakota-Morrison Frontier	Leucite Hills Unit #1	NWSE Sec 29, T22N, R103W	7,010	7,320
					6,230	6,350
The Mesa Unit (Pinodale)	Wyoming	Fort Union/Lance	The Mesa Unit #2	SENW Sec 16, T32N, R101W	9,045	11,688
Middle Baxter Basin	Wyoming	Dakota Frontier	Hetzler #2	SESE Sec 6 T18N, R103W	2,483	2,715
					1,925	2,213
North Baxter Basin	Wyoming	Morrison Frontier	Union Pacific #3	SENW Sec 11, T19N, R104W	3,082	3,587
		Nugget Dakota			2,354	2,444
					3,998	4,222
					2,958	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	2,756
					2,000	2,146
Spearhead Ranch (Fox)	Wyoming	Injani Kara 1st Bench-1st Frontier	Spearhead Ranch #3	SENW Sec 14, T39N, R75W	14,825	14,120
					12,750	12,756
Tierney	Wyoming	Allen Ridge (Mesaverde)	Tierney Unit #2	NWNE Sec 15, T19N, R94W	10,980	11,200
		Almond			9,455	9,990
Trail Unit	Wyoming	Erickson-Trail Zone	Trail Unit #2	NWSW Sec 10, T13N, R100W	6,550	7,125
		Erickson-Canyon Creek Zone			5,600	5,940
		Almond			4,935	4,980
					5,260	5,300
Wamsutter	Wyoming	Lewis	West Wamsutter #1-36	NWSE Sec 36, T21N, R96W	8,295	8,334
Whiskey Buttes Unit	Wyoming	2nd Frontier	Whiskey Buttes Unit #1	NWSW Sec 24, T22N, R111W	10,920	11,151
Wild Cow (Deep Creek) (Cherokee Creek)	Wyoming	Deep Creek	Ashland Federal #13-22	SWSW Sec 22, T16N, R91W	2,556	2,775

SCHEDULE 3(b)

## Prior Company Wells

**SCHEDULE 3(b)**  
**"Wexpro Case" Agreement**  
**PRIOR COMPANY WELLS**

FIELD NAME	PRIOR COMPANY WELL	FIELD NAME	PRIOR COMPANY WELL
Ace Unit [Colorado]	Ace Unit #1 Ace Unit #2 Ace Unit #3 Ace Unit #7	Dragon Trail Unit [Colorado]	Dragon Trail #11 Dragon Trail #12 Dragon Trail #13 Dragon Trail #14 Dragon Trail #15 Dragon Trail #16 Dragon Trail #17 Dragon Trail #18 Dragon Trail #19 Dragon Trail #20 Dragon Trail #21 Dragon Trail #22 Dragon Trail #23 Dragon Trail #24 Dragon Trail #25 Dragon Trail #26 Dragon Trail #27 Dragon Trail #28 Dragon Trail #29 Dragon Trail #30 Dragon Trail #31 Dragon Trail #32 Dragon Trail #33 Dragon Trail #34
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 #29-1 Mikulich-Mtn. Fuel #28-1-7 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 1-3S		
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	FIELD NAME	PRIOR COMPANY WELL
Horseshoe Canyon Unit (Colorado)	Horseshoe Canyon Unit #2 Horseshoe Canyon Unit #3 Horseshoe Canyon Unit #3-28 Horseshoe Canyon Unit #1-31	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 A #16 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. W. Stewart A #1 H. W. Stewart A #2 Government #1 Government #2 MPS #20-1 J. A. Lee Well #1 MPS Federal #8-1
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	Rabbit Mountain (Colorado)	Sugar Loaf- Talamantes- Nightingale Gov't #B1 Sugar Loaf Nightingale Government #1 Sugar Loaf Govt. #1 Sugar Loaf Govt. #2 Sugar Loaf Govt. #3 Sugar Loaf Govt. #4 Sugar Loaf Govt. #6 Sugar Loaf Govt. #8 Sugar Loaf Govt. #9 Sugar Loaf Govt. #10 Sugar Loaf Govt. #12 Sugar Loaf Govt. #14 Sugar Loaf Govt. #15 Sugar Loaf State Land 4-11-101 #1 Sugar Loaf State Land 5-11-101 #2
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 Unit #27 Lower Horse Draw Unit #11-1 Lower Horse Draw Unit #11-2 Lower Horse Draw Unit #11-3 Lower Horse Draw Unit #10-1 Lower Horse Draw Unit #12-2 Lower Horse Draw Unit #10-2 Lower Horse Draw Unit #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	Sugar Loaf-Talamantes (Colorado)	
		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
Powder Wash (Colorado)	Carl Allen B #3 Carl Allen B #6 Carl Allen B #7 Carl Allen A #8		

SCHEDULE 3(b)

FIELD NAME	PRIOR COMPANY WELL	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	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 #93 Birch Creek Unit #91 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 #23 Birch Creek Unit #28 Birch Creek Unit #3A 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 #102
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	Black Butte Creek (Wyoming)	Black Butte Creek Unit #44-25
Ledger (Whiskey Trail) (Montana)	Nierenberg #26-3 Fee	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
Milk River (Montana)	Oil Resources #19-4 Xero-Battle #10-21	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 MPS 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
Sunburst (Montana)	Kiehlbauch #2		
Jiggs Unit (Nevada)	Jiggs #10-1		
Fruitland (New Mexico)	Fruitland #1 Stevens #1 Greg #1 Mucho Deal #1E State Q Com. #1 North Carlsbad Com. #2 Rifle Federal #2		
Tracy Dome (Carlsbad) (New Mexico)			
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-Laverton 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		

SCHEDULE 3(b)

FIELD NAME	PRIOR COMPANY WELL	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	Canyon Creek Dome Unit [Wyoming]	Canyon Creek Dome Unit #31
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	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 #28 Church Buttes Unit #28 Church Buttes Unit #29 Church Buttes Unit #30
Canyon Creek Area [Wyoming]	Canyon Creek Federal #2-19	Creston Area (Standard Draw) [Wyoming]	MFS Federal #22-1
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	Dry Piney Unit [Wyoming]	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 #23 Dry Piney Unit #27 Dry Piney Unit #26
		Emigrant Springs [Wyoming]	Harrington Federal #1
		Parson Cut Off (Gravel Area) [Wyoming]	Parson Cut Off #1
		Five Mile Gulch Unit [Wyoming]	Five Mile Gulch Unit #3
		Fogarty Creek [Wyoming]	Fogarty Creek Federal #132
		Granger [Wyoming]	Granger #1 Granger #2
		Jackknife Spring Unit [Wyoming]	Jackknife Spring Unit #1 Jackknife Spring Unit #2
		Johnson Ridge [Wyoming]	Johnson Ridge #1 Johnson Ridge #2 Johnson Ridge #4

SCHEDULE 3(b)

FIELD NAME	PRIOR COMPANY WELL	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	South Baxter Basin Unit [Wyoming]	A. J. Poston A #2 A. J. Poston A #3 P. Sullivan A #1
Leucite Hills Unit [Wyoming]	Leucite Hills Unit #1 Leucite Hills Unit #2	Spearhead Ranch (Fox) [Wyoming]	Spearhead Ranch #3 Fox Federal #1-5 Fox Federal #1-8 Southland Royalty #1-31
The Mesa Unit (Pinedale) [Wyoming]	The Mesa Unit #1 The Mesa Unit #2 Pinedale Unit #8	Tierney Unit [Wyoming]	Tierney Unit #1 Tierney Unit #2
Middle Baxter Basin [Wyoming]	E. S. Lauzer A #1 E. S. Lauzer B #2 C. R. Hetzler #2	Trail Unit [Wyoming]	Trail Unit #2 Trail Unit #3 Trail Unit #4 Trail Unit #6 Trail Unit #8
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	Wamsutter [Wyoming]	West Wamsutter #1-36
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	Whiskey Buttes Unit [Wyoming]	Whiskey Buttes Unit #1 Whiskey Buttes Unit #3
South Baxter Basin Unit [Wyoming]	South Baxter Unit #1 South Baxter Unit #5 South Baxter Unit #6 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	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	MFSCO COMPANY LEASE NO.	STATE	AREA	MFSCO COMPANY LEASE NO.
COLORADO	ACE	89 25C1 89 1 118 144A 144A1 148A 148A1	COLORADO	JACKS DRAW	89A1 123A1 144 148 1 306 313 313A 313B 313C 313D 313E 313F 313G 557
	BIG HORSE DRAW	518A 519 519 X 1969 518 1317 1318 1805 1982		LOWER HORSE DRAW	116 348 899 1315 116 1 347 348 1 750 1316
	BLUE GRAVEL	66 M		MISSOURI CREEK	424
	BRUSHY POINT	689		POWDER WASH	887 26A 25C 29 30A 31A 31B 33A 33B 33B1 66 66 1 67 67 1 996
	BULL BASIN	1069 1137 1333 86 M 1072		RABBIT MOUNTAIN	898
	DILL GULCH	738		ROSS RIDGE	1058A 1
	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 1		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 1 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 6BM 6CM 7M 17 M	UTAH	BRADY	2933 I 3085 3095 X 3095 4450 I 4450 X
	WHITE RIVER	79 M 554 I		BUTCHER KNIFE SPRING	2849 I 2867 I 2869 I 2870 I 2874B I 2876 I 2878 I 2880A I
UTAH	BUG	10978 11147 11285A 11368		BUTCHER KNIFE	2882A I 2970 I 3210 3211 I 3216 I
	CANYON POINT	11201A		BRUFF (Lincoln)	3028 3107 3107A 3107B 3107C 3107D 3107E 3107F 3107G
	CEDAR RIM	108 M			3748X I 3749 3749 I 3042 3061 X 3187 X 4503 X 3748XX
	CLAY BASIN	1088 1M 2 M 1A 1B 3A 3B		BRUFF (Sweetwater)	3047 3736 3748 3749 3590C 3109 3187 3726A 3727 3661
	ISLAND	1088 X 1145 I 1145 2 1151 1176A 1176B 1179 27AM 28AM 30 M 31AM 36AM 3433 3586A 3588A 3588 3590C 3601A 3603C 3604A 6069A 6947 6950 6651		BRUFF (Uinta)	3035 3038 3041 3047 X 3080 3081
	PIUTE KNOLL	9882		CANYON CREEK	2930
	RIVER BEND	103 M 104 M 27.1M 28.3M 75AM 97.1M 98 M 36.1M 31.1M 34.1M		CANYON CREEK DOME	774 774.1 775 775 I 775 775 777 778 778 I 779 779 I 780 780 I 781 781 I 782
WYOMING	BIRCH CREEK	434 434A 447 453 465 1091 683 683A 704 I			
	BRADY				

SCHEDULE 4(a)

STATE	AREA	MFSCO COMPANY LEASE NO.	STATE	AREA	MFSCO COMPANY LEASE NO.
WYOMING	CANYON CREEK DOME	782 I 783 783 I 784 966 968 I 999 999A 1003 1003 X	WYOMING	FIVE MILE GULCH	2623 I
				FOGARTY CREEK	850 850 I 851 2376 2376 I
	CHIMNEY BUTTE DEEP	50 M 409		FOX	2675A 3087A 3168 3081
	CHURCH BUTTES	308 309 311 315 316		GALE	3599 I
				GRANGER	3033 3034
	CHURCH BUTTES (Sweetwater)	317 319 320 322 325 326 338		GREEN RIVER BEND	49 M 1091 A
	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		HENRY	3208
				HIAWATHA DEEP	11M 13M 121M 122M 12AX 12BX 12CX 12DX 25AX 25BX 25CX 482AX
	CRESTON	3339		HIGHLAND	3400
	DRY PINEY	850A 887 X 850A1 851A 851A1 887 I		KINNEY	294C1 294D 294D 297B1 297D 297D1 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
	EAST HIAWATHA	1AM 1CM 12 M 12AM 64 M 12A 12B 12C 12D 25A 25B 25C 482A		JOHNSON RIDGE	2741 276 3252 3252 X
	EMIGRANT SPRINGS	3913A		JACKKNIFE SPRING	683 I 683A1 704
	FARSON CUTOFF (Lincoln)	3373 X			
	FARSON CUTOFF (Sweetwater)	3373			



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**Account 105 Leaseholds**

**SC#DUBE 40**

**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
		1888			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
	CHEROKEE TRAIL	1167			1743 X
		1314			1743B
		1519			1743C
	CIMMARON RIVER	1698			1743DX
					1744
	COLLOM	1324			1745
		1325			1745A
		1335			1747
		1343			1747A
	COW CANYON	979			1747B
		1819 X			1750 X
		844M			1754 X
		863A			1755
		979B			1755A
		1188			1755B
		1198A			1752
		1230A			1752A
		1231A			1732B
		1231AX			1732C
		1232A			1733
		1243			1733A
		1246A			1734
		1246AX			1734A
		1247A			1734B
		1256			1735
		1259			1735A
		1295			1738
		1296			1738
		1304A			1740
		1331			1742
		1331C			1742A
		1397			1743
		1398A			1743A
		1398B			1743B
		1398C			1743D
		1398D			1743E
		1398E			1746
		1398F			1746A
		1398G			1746B
1399	1748				
1404	1749				
1484	1750				
1509	1751				
1521	1754				
1521 X	1754A				
1704	1754B				
1819	1754C				
	1754D				
	1755				
	1756A				
DEBEQUE	956		DOME CREEK	1885	
	1026A			1201	
DECEPTION CREEK	993		DOVE CREEK	1214	
	1002			1216	
DILL GULCH	995			1216A	
DOE CANYON	1731		DRY CREEK	24-M	
	1731A			35 M	
	1737				
	1737A				
	1739				
	1739A				
	1739B				
	1739C				
	1740 X				
	1741				
			DRY FORK	955	
				1116 X	
			EAGLE BASIN	1052A	
				1108	
				1109	

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
					1038 X
					1043 X
					1043 I
					1046
					1052
	EAST HIAWATHA	24D			1061
		1699A			1076X
		8BM			1114
		16 M			1114A
		16AM			1114B
		16BM			1114C
		16CM			1115
		1B			1115A
		1C			1116
		1D			1008AX
	EGNAR	290			1008A1
					1018
					1022
					1037
					1038
					1039
					1043
					1043X1
					1070
					1076
	FLUME GULCH	790D		HIAWATHA DEEP	1076 I
		790P			1112
		790G			1112A
		790H			1113
		790I			1113A
		790K			82M
		790L			16XM
		1121			161M
		1122			162M
		1127			163M
		1127A			18X
		1128			1CX
		1129			1DX
		1131			1EX
		1131A			24BX
		1131B			1016 X
		1133			1159 X
		1134			1899 X
		1141			1721 X
		1141B			
		1142		HIGHMORE	955A
		1142B			970
		1142C			971
		1142D			977
		1142E			1491
		1142F			1514
		1142G			1856
		1142H			87-M
		1142I			
		1161			
		1161A		HORSEHEAD CANYON	1169
		1161B			1196B
		1161C			1196C
		1892			1196F
		1893			1200
		1894			1202
		1913			1202A
		1940			1212
					1212A
					1212B
	GARFIELD	1083			1212C
		941F			1212D
		941H			1213
		941I			1215A
		1015A			1217A
		1015B			1217B
		1032			
		1065			
		1078			
		1083A			
	HAMILTON	1101		HAMILTON CREEK	1079
					1079A
					1222

SCHEDULE 4(b)					
STATE	AREA	MFSCO COMPANY LEASE NO.	STATE	AREA	MFSCO COMPANY LEASE NO.
COLORADO	HORSEHEAD CANYON	1217G	COLORADO	HOVENWEEP CANYON	1394G
		1217H			1394H
		1217I			1394I
		1217J			1394J
		1217K			1394K
		1308A			1394L
		1308C			1394M
		1308D			1394N
		1309			1394O
		1309A			1395A
		1311	JACKS DRAW	1395B	
		1311A		1395C	
		1311B		1411	
		1311C		1411B	
		1311D		1443	
		1311E		1679	
		1311F		1757	
		1311G			
		1311H		1319	
		1311I		1333 X	
		1311J	LANDS END	1531	
		1311K		1532	
		1311L		1533	
		1311M		1539	
		1312D		1540	
		1312I		1542	
		1321		1543	
		1845		1544	
		1846		1545	
		1846A		1546	
		1311K	LAS ANIMAS	1551	
		1311L		1552	
		1311M		1553	
		957		1554	
		1017		1555	
		1017 I		1557	
		1026		1558	
		1041		1559	
		1042		1573	
		1050		1578	
		1051		1582	
		1051A		1583	
		1051A1		1584	
		1062		1585	
		1148		1585A	
		1148-I		1586	
		1206		1586A	
		1207		1587	
		1208		1587A	
		1209		1588	
		1210		1588A	
		1211		1589	
		1979		1589A	
		1842		1590	
		1844		1591	
				1593	
				1594	
				1595	
				1599	
				1599A	
				1602	
				1603	
				1604	
				1605	
				1607	
				1609	
				1610	
				1613	
				1614	
				1616	
				1617	
				1618	
				1619	
				1620	
				1629	
		85 M			
		85 XM			
		85 XM			
		1230			
		1231			
		1235			
		1246			
		1247			
		1253			
		1254			
		1255			
		1275			
		1275 X			
		1275 XX			
		1304			
		1304			
		1394B			
		1394C			
		1394E			

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SCHEDULE 4(b)					
STATE	AREA	MFSCO COMPANY LEASE NO.	STATE	AREA	MFSCO COMPANY LEASE NO.
COLORADO	LAS ANIMAS	1630	COLORADO	NORTH BULL BASIN	1689
		1631			1689A
		1632			1689B
		1632A			1689C
		1633			1689D
		1635			1689E
		1637			1689F
		1638			1689G
		1673			
		1674			
		1674A		NORTH CRAIG	475B
		1675			477
		1676			481
		1685			
		1690		NORTH NIPPLE	1695
		1691			1697
		1337BX			1789
		1692			1800
		1693			1971
		1654			
		1655			941FX
		1725			941HX
		1696			941IX
		1666A			1014A
		1337B			1015AX
		1663			1015A1
		1664			1015EX
		1338			1083 X
		1536			1083AX
		1640			1084
		1641			1117
		1642			44 M
		1643			92 M
		1643 X			93 M
		1645			93XM
		1646			94AM
		1647			94BM
		1648			94CM
		1668			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			
		</			

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SCHEDULE 4(b)					
STATE	AREA	MFSCO COMPANY LEASE NO.	STATE	AREA	MFSCO COMPANY LEASE NO.
COLORADO	OLD MAN MOUNTAIN	1490C	COLORADO	RISLEY CANYON	1263
		1490D			1264
		1490E			1265
		1490F			1266
		1490G			1267
		1490H			1268
		1490I			1269
		1490J			1270
		1388X			1270A
		1412BX			1271
	PARADOX BASIN	1413			1271A
		1429CX			1274
		1435			1275
		1458			1275A
		1834 X			1282
		1282A			1471
					1834
					1018A
					1040
					1042A
	PICKETWIRE VALLEY	1492		ROAN CREEK	1050A
		1493			1070A
		1494			
		1496			
		1496			
		1497			
		1498			
	PIUTE KNOLL	1171		ROSS RIDGE	1057A
		1172			1060A
		1174			2006
		1178			2008
		1178A			2010
		1185			
		1189			
		1190			
		1191			
		1191A			
		1192B		RUIN CANYON	1331B
		1192C			1865
		1193			
		1194A			
		1197			
		1197A			
		1197B			
		1197C			
		1197D			
		1204E			
		1204F		SAND CANYON DEEP	1433
		1485			1442
		1616			1465
		1173			1465B
		1175			1474
		1177			1474B
		1177A			1474C
		1177B			1476A
		1177C			
		1186			
		1188		SAND GULCH	1122
					1123
	POWDER WASH	30C		SANDSTONE	1400B1
		994			1400C1
		30D			14001X
		681			1402C
					1252B
	RABBIT MOUNTAIN	1803		SEWEMUP	1943
		1852			
	RANGELY	1520		SHELL CREEK	1327
					1058
					1149
					1156
	RISLEY CANYON	1228		SMOKEY CREEK	1840
		1250			
		1260			
		1260A			
		1261			
		1281			
		1281A			
		1282			
		1282A			
		1282A		SPRINGFIELD	1786
					1787
					1788
					1824
					1831
					1832
		1520		STORY GULCH	972
					1160
					1168
					1694
					1701
					1814
					1821
					1837
					1956
					1966A

SCHEDULE 4(b)					
STATE	AREA	MFSCO COMPANY LEASE NO.	STATE	AREA	MFSCO COMPANY LEASE NO.
COLORADO	SUGAR LOAF	1956C	COLORADO	WOODS	1254B
		1956D			1253
		1956E			1284
		1956F			1285
		1956G			1285A
					1287
					1287A
					1380
					1384
					1386
	TEPEE	1682			1388
	THOMPSON				1388B
	ARROYO	1328			1388C
		1329			1393A
		1337			1393B
		1337 X			1411X
		1337AX			1411XX
		1499			1412
		1500			1412B
		1336			1414
		1337			1418
		1337A			1425
		1543			1426
		1462			1427
	WAGON TRACK	1008B			1428
		1008BX			1429
		1026B			1429B
		1050B			1429C
		1113 X			1439
		1113AX			1440
	WALSH	1807			1440B
		1807A			1454
		1807B			1456
		1809			1459
	WEDDING BELL	1179			1460
		1106			1474A
		1107			1479
		1723			1810
	WHITE RIVER	554			1813
		12 M			1836
	WILLOW	1176			1836A
		1193A			1836B
	WINTER FLATS	1028			1839
		1030			1853
		1044			1853A
		1049			1854
		1053			1856
		1053A			1857
		1054			1857A
		1054 I			1857B
		1054A			1857C
		1054A1			1857D
		1055			1857E
		1055A			1857F
		1056			1868
		1056 I			1367B
		1056A			1400
		1057			1400B
		1058			1400C
		1059			83 M
		1059 X			84M
		1059 I			85AM
		1059A			1232
		1059A1			1233
		1060			1233 X
		1063			1235
		1071			1235A
		1075			1236A
	WOODS	1377			1249
		1811			1252
		1242			1253A
		1244			1253B
		1244A			1254C
		1245			1257
		1248A			1258
		1252A			
		1254A			

SCHEDULE 4(b)					
STATE	AREA	MFSCO COMPANY LEASE NO.	STATE	AREA	MFSCO COMPANY LEASE NO.
COLORADO	YELLOW JACKET	1275A 1331A 1376 1376BX 1377 X 1381 1383 1387 1378B 1378BX 1387C 1391B 1391C 1400 X 1400BX 1400CX 1401 1402A 1402B 1402CX 1403A 1403C 1403D 1405 1410 1415 1423 1431 1441 1463 1496 1475 1485A 1479A 1810 X 1811 X 1812	UTAH	BLACK CANYON	9872C 9872D 11490 12556 9894 9858  11616 11636 11637 11638 11639 11640 11641 11642 11643 11644 11645 11646 11647 11662 11663 11663A 11664 13873 13733 13733 X 13734 13734 14233 14234 11637A 11638A 11639A 11641A 11642A 11643A 11644A 11645A 11647A
UTAH	ANETH ANTELOPE MOUNTAIN	13155  12424 13000 X 12424 X 13000		BUG	11010 11211A 11263A 11269A 11405B4 12101 12717 X 13156 13265 13574 13575
	ARGYLE	9923 9924 9925 9926 9927 9928 9929 9930 9931 9932 11293 11293A 11293B 11293C 11293D 11293E 11295 11297 11299 11990 12109 136 M		BRYCE CANYON BRIDGER LAKE DEEP BULL CANYON	12726  127 M 9643 9693 9791 9792 12696
	ARTS PASTURE	11577 11609 X		CANYON JUNCTION	11227 11228A 11234 11260A 11794
	AURORA	144 M 321 M		CANYON POINT	11181 11186 11200 11201 11203 11228 11229 11249
	BLACK CANYON	9294 9423 9859 9872B			

SCHEDULE 4(b)					
STATE	AREA	MFSCO COMPANY LEASE NO.	STATE	AREA	MFSCO COMPANY LEASE NO.
UTAH	CANYON POINT	11253	UTAH	COALVILLE	10456
		11254A			10457
		11255			104835
		11259			10928
		11260			10975
		11367			11512
					11530
					11546
					11547
					11548
	11549				
	11550				
	11551				
	11552				
	11570				
	11570A				
	11570B				
	11570C				
	11570D				
	11570E				
	11570F				
	11570G				
	11570H				
	11570I				
	11570J				
	11570K				
	11570L				
	11570M				
	11570N				
	11570O				
	11570P				
	11570Q				
	11570R				
	11570S				
	11570T				
	11570U				
	11570V				
	11570W				
	11570X				
	11570Y				
	11570Z				
	11570Z1				
	11570Z2				
	11570Z3				
	11734				
	11735				
	11750				
	12158				
		13182			
		13264			
		12549			
		9933			
		9933A			
		12651			
		107 M			
		10618			
		11010 1			
		11134			
		11166			
		11166B			
		11187			
		11187A			
		11187B			
		11187C			
		11187D			
		11187E			
		11187F			
		11284			
		11406B2			
		11555			

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 12563 12563A 12999 13048
	GREMO HILL GRAY WOLF MOUNTAIN	10414 9503 9504 9505 9507 9523 9528		LEFT FORK	12744 12798 12861 12863 12865 12868 12992 13001 13002 13003 13139 13140 13141 13144 12798 X
	GUNNISON	14016 14017 13594 13597 13598 13599 13601 14022		LOCKERBY	10976 10997 11011 11011A 11011B 11011C 11011D 11406B1 11486 11486A 11486B 11486C 11488
	HAYSTACK MOUNTAIN	11742 12649		LONG CANYON	13218
	HORN	12623 12906		MOAB	11537 11591 11592 11595 11596 11610 11634 11822 11822 X 11597 11598 11822 X
	HORSEHEAD CANYON	11016A 11041 11130 11131 11132 11146 11282 11285 11304D 11752 11791 11902 12292 12708 12709 12710 12711 12712 12713 12716 12717 12717A 12718 12718A 12718B 12718C 12718D 12719 12719A 12719B		MONTY	11264 11993
	HUNTINGTON ISLAND	1727 3635 3635 1		MONUMENT CANYON	11010 2 11406B3
				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 PIUTE KNOLL	11464	UTAH	RACETRACK CREEK	12993
		9121H			12994
		9127C			12995
		9127E			13259
		9127F			13260
		9127G			13261
		9127H			13262
		9973			13263
		10704			
		10734			
		10949	RAT HOLE	10420	
		10965		11162	
		10999		11162A	
		11000		11162B	
		11002		11273	
		11003		11273A	
		11004		11338	
		11005		11347	
		11006		11539	
		11010 3		11733	
		11010 A	RIVER BEND	12067	
		11010 B		27 M	
		11010 C		29AM	
		11010 D		31 M	
		11012		32 M	
		11012 A		32AM	
		11012 B		34 M	
		11012 C		35AM	
		11012 D		52 M	
		11013		53 M	
		11013A	56 M		
		11013B	58 M		
		11013C	59 M		
		11013D	66 M		
		11013E	75 M		
		11013F	76 M		
		11013G	96 M		
		11013H	97 M		
		11040	100 M		
		11068	101 M		
		11068A	3588		
		11068B	3590		
		11068C	3601		
		11095	3604		
		11122	5069		
		11406B	3586		
		11408	3586 1		
		11408A	3602 A		
		11483	3602 A1		
		11487	3603		
		11856	3603 I		
			7696		
			3601 I		
	PICKETT CORRAL CANYON	11211	ROOSEVELT	332 M	
		11218			
		11220			
		11220A			
		11263			
		11268			
		11269			
		11584			
		12023			
		12023A			
	POCKET	12023AX	SALINA	321XM	
		12755		322M	
		9936		327XM	
		10919		328XM	
		10736		329XM	
		10927		330 M	
	PORCUPINE RIDGE	11195	SAWMILL CREEK	12350	
				12354	
				12356	
				12359	
				12362	
				12364	
				12442	
				12444	
				12650	
				12653	
	PATTERSON RACETRACK CREEK		12682		
			12793		
		12525	12794		
		12539	12795		
			12796		
			12797		



STATE		AREA	MFS CO COMPANY LEASE NO.	STATE	AREA	MFS CO COMPANY LEASE NO.
UTAH	SAWMILL CREEK		12797	UTAH	VEGA	11964
			12836			11964A
			12837			11964B
			12852			11965
			12916			11994
			12996			11996
			12997			11997
			12998			11998
			13045			12057
			13052			12214
			12337			12567
			12298			12568
			12425			12626
			12427			13042
			12428			13043
			12429			
			12430		WESTWATER	10405
			12431			
			12852 X	WYOMING	AFTON	4177
			12993 X			4180
			13045 X			4182
			12293			4183
			12354 X			4185
			12355			4186
			12827 X			4188
			13303			4189
						4199
	SIGURD		326 M			4199A
			327 M			4199B
			328 M			4199C
			329 M			4202
	SHURTZ CREEK		11929			4204
			11931A			4205
						4208
	SIXTH WATER CREEK		12697			4210
			12698			4211
						4215
	SQUAW		11227A			4367
			11254B			4368
			11259A			4377
			12068		ALKALI FLAT	3123
						3664
	TEPEE		11042			
	TRAPP SPRINGS		11795		BEAR GULCH	4514
			12592		BONNIDEE	3390
	UTAH VALLEY		12593			3392
			12595			3453A
			12596			3453B
	VEGA		11821		BONDURANT (Sublette)	3305
			11933			3404
			11934			3679
			11951			
			11952		BONDURANT (Teton)	3306
			11953			
			11953A			3493C
			11953B			4557
			11954			4579
			11955			
			11956		BRADY	683
			11956A			794
			11956B			2983
			11956C			4450
			11956D			
			11956E		BROOKS RANCH	4157
			11957			4353
			11958			4403
			11958A			4420
			11959			
			11960		BUTCHER KNIFE SPRING	
			11960A		(Sweetwater)	2876 X
			11960B			
			11961		BUTCHER KNIFE SPRING (Jinta)	2014
			11962			2792

SCHEDULE 4(b)

STATE	AREA	MFSCO COMPANY LEASE NO.	STATE	AREA	MFSCO COMPANY LEASE NO.
WYOMING	BUTCHER KNIFE SPRING (Units)	2849 2851 2857 2858 2859 2870 2873A 2874B 2876 2877A 2878 2879 2880A 2881 2882A 2884 2912 2946 2949 2964 2970 3211 3212 3216 3217 3221A 4407 4658A	WYOMING	DEVILS HOLE	3921 3922 3922 X 3923 3923 X 3924 3925 3925 X 3926 3926 X 3927 3928 3929 3930 3930 X 3931
				DOTY MOUNTAIN	3720
				DRY CREEK	3114
				DRY PINEY	3282 3686A
				EAST DESERT SPRINGS	3794
				EAST HIAWATHA	1BM 482 3131 4481
	BUCK SPRINGS	3314		FALL CREEK	4476
	BUCKHORN	3582		FEATHER	3062 3096 3258 3580 4197 4371
	BRUFF (Sweetwater)	3682 3662A 3662B 3662C 3662D 3662E 3662F 3662G 3662H 3662I		FISH CREEK	4405
				FIVE MILE GULCH	2338 2623 2624 2719 2720
	CANYON CREEK	3817		FOGARTY CREEK	3048 3265 3686
	CANYON CREEK DOME	967		GALE	3592 3939
	CEDAR RIDGE	3123A 3183 3644A 3864		GRAHAM	3781 3838 3932
	CHEROKEE TRAIL	3011 3316 3769 3839 4175 227		GRAPHITE	851AX 851B 851BX 887
	CLAY BASIN	423		GRAVEL	3350
	CODY	3721			3361A 3566
	COMO LAKE	3289		HADSALL SPRINGS	3362 3362A
	CORRAL CREEK	3710 4158 4165		HANK HOLLOW	4372
	CYCLONE RIM	106XM 108XM		HENRY	2869A 2873 2874 2874A 2877 2880 2882 3213
	DEAD HORSE	3039			
	DESERT SPRINGS	3816			
	DEVILS HOLE	3870 3871 3920			

SCHEDULE 4(b)					
STATE	AREA	MFSCO COMPANY LEASE NO.	STATE	AREA	MFSCO COMPANY LEASE NO.
WYOMING	HENRY	3218	WYOMING	LITTLE SHOE CREEK	3301
		3219			
		3221		LITTLE WORM CREEK	100B
		3223			100B1
		3231		LONG HOLLOW	4494
		4633		LOST CREEK	99 M
		4645		MESA, THE (Pinedale)	1884
		4658			1886
	HIAWATHA DEEP	12M			1887
		482 X			1888
		3131 X			1889
		4491 X			1891
	HICKEY MOUNTAIN	4633A			1892
	KINNEY	3113A			1893
		3201A			1894
		3278			1895
		294C			1896
		297A			1897
		297B			
		945		MICKELSON	3079
		945A			
		945B		MIDDLE BAXTER	232B
		945C1			249
		946C			797B
		947A			19 M
		947E			80AM
		947F			
		3113		MOSLANDER RESERVOIR	3236
		3139			3271
		3149			3279
		3150			
		3154		MOXA ARCH (Sweetwater)	4442
		3155			
		3157		MOXA ARCH (Uinta)	4474
		3167			4475
		3177			4482
		3185			4622
		3201			4721
		3203		NEEDLE	3317
		3239		NORTH BAGGS	3554
		3249			3585
		3260			3704
		3262			3798
		3309			4427
		3336		NORTH BAXTER	1AX
		4583			1BX
	JOHNSON RIDGE	3091			252A
		3148			4554A
		3159			4554B
		3251			4554C
		3254			4665
		3389			4466
	KENT RANCH	3919			4501
	LAKE BARSTOW	4373		PEARL	3130
		4374		PICKET LAKE	112 M
	LEROY	2865		OVERLAND	3318
		2887			3705
		2890		PINE CREEK	3785
		2947		PINEDALE	1885
		2956			1886A
		2962			1890
		2973			1897A
		3007			3091
		4426			
		47 M			
	LEROY DEEP	3012			
		3269			
		3419			
	LITTLE SHOE CREEK	3021			
		3261			

SCHEDULE 4(b)					
STATE	AREA	MFSCO COMPANY LEASE NO.	STATE	AREA	MFSCO COMPANY LEASE NO.
WYOMING	PINE TREE	3089	WYOMING	SPEARHEAD RANCH	3094A
	PONY CREEK	3918			3121
		4473			3132
		4548			3206
	RADERVILLE SOUTH	4472			3234
		4490			3234 1
	RATTLESNAKE HILLS	3052			3234 2
		3237			3242 X
		3640			3302
	RED DESERT	3595			3334
		3598			3335
	RED HILLS	4388			3715
		4404			3827
		4419			3828
		4425			2675 1
	RIFES RIM	3029A			3085B1
		3307			3087
	ROBIN	3341			3088 1
	SALT WELLS WEST	3191			3093 1
	SANDSTONE RIDGE	3184			3093B1
	SCHEGGS DRAW	3013			3122 1
		3029			3132 1
		3194			3132 2
		3194A			3137
		3196			3206 1
	SCOTTY LAKE	104 M			3234 X
	SEVEN MILE GULCH	4173			3242
	SHEEP CREEK	3707		STEINLE RANCH	3130 X
		3708		SUBLETTE CREEK	4406
		3709		SUN (Fremont)	104AM
		3711			105 M
	SHUTE CREEK	3369			105AM
		3792			105XM
	SIERRA MADRE	3054			106 M
	SIXMILE SPRING	3304			108 M
	SLATE CREEK	3361		SUN (Sweetwater)	103 M
	SNAG CREEK	3678		WYOMING SOUTHEAST	4140
	SOUTH BAXTER	3680			4143
		16B			4223
		38B			4226
		39B			4241
		92C			4244
		292			4252
		336C			4252A
		579			4252B
		2101			4253
		5235			4261
	SPEARHEAD RANCH	2675			4267
		3082			4270 X
		3083			4270AX
		3084			4270B
		3084A			4276A
		3085			4276B
		3085A			4276C
		3085B			4276D
		3088			4276F
		3093			4279
		3093A			4291
		3093B			4303
		3094			4310A
					4310B

1617

SCHEDULE 4(b)

STATE	AREA	MFSCO COMPANY LEASE NO.	STATE	AREA	MFSCO COMPANY LEASE NO.
MONTANA	DISTURBED BELT (Lewis and Clark)	522A 523 524 525 526 527 528 529 530 531 532 543 544 548 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
				LEDGER (Toole)	81 X 346
	DUNKIRK NORTH	7 M 8 M 8AM 8BM 9 M 9AM 9BM 9CM 9DM 9EM 9FM 9GM 9HM 9IM 9JM 11M		LITTLE DRY CREEK	418
				LITTLE SHEEP CREEK	557
				LITTLE WARM SPRINGS	585
				MILK RIVER (Blaine)	96 109 183 194 381 382 382A 825 626 626A 626B 626C 626D 627 628 629
	EKALAKA NORTH	462		MILK RIVER (Hill)	96 174 210 210A 240C 248 248A 248B
	HAY CREEK	469			
	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 261 262 263 263 X 263A 264 264 X 264A 268 268 X 271 272 273 273A 273B 273C 274 291 293 295 296 296 X 297 298 299 300 301 301A 301B 302 302A 302B 303 304 305 306 306A 307 308A 308B 309 310 311 312 312A 313 314 315 315 X 316 317 318 319	MONTANA	MILK RIVER (Hill)	320 323 324 332 332A 333 333A 334 335 335A 366 368 369 370 371 372 373 376 377 461 582 613 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	MFSCO COMPANY LEASE NO.	STATE	AREA	MFSCO COMPANY LEASE NO.
NEVADA	ALKALI FLAT	138	NEVADA	JIGGS	188
		139			172
		140			178
		141			179
		143			180
	DIAMOND VALLEY	144		LONE ROCK	181
		145 X			182
					184
					209
					210
	FALLON EAST	125		LONG VALLEY	228
		128			231
		129			224
		136			230
					226
	HUMBOLT EAST	146		LUND	227
		147			
					268
					279
					255
	INDIAN LAKES	132		RUBY VALLEY	51
		133			445
		134			
		135			76
		136			62
	JIGGS	162		BELL LAKE	91
		163			151
		164			183
		165A			266
		166A			267
	NEW MEXICO	167A		ARMUO RESERVOIR	284
		168A			304
		170			344
		171			346
		173			379
	NEW MEXICO	174		BISTI	402
		175			403
		176			404
		177			405
		178A			406
	NEW MEXICO	180A		BISTI	412
		181A			415
		182A			417
		183			418
		184A			419
	NEW MEXICO	185		BISTI	420
		186			421
		187			422
		188			423
		189			424
	NEW MEXICO	190		BISTI	425
		191			426
		192			427
		193			428
		194			429
	NEW MEXICO	195		BISTI	430
		196			431
		197			432
		198			433
		199			434
	NEW MEXICO	200		BISTI	435
		201			
		202			
		203			
		204			
	NEW MEXICO	205		BISTI	
		206			
		207			
		208			
		209A			
	NEW MEXICO	210A		BISTI	
		211A			
		218			
		219			
		234			
	NEW MEXICO	235		BISTI	
		236			
		237			
		238			
		239			
	NEW MEXICO	165		BISTI	
		166			
		167			

SCHEDULE 4(b)					
STATE	AREA	MFSCO COMPANY LEASE NO.	STATE	AREA	MFSCO COMPANY LEASE NO.
NEVADA	WHITE FLATS	226	NEW MEXICO	FRUITLAND	493
		227			494
					497
					498
					516
	BITTER LAKE	72		GAVILAN	517
		10 M			522
		16 M			
					39
					8 M
	BLANCO	19		HONCHO	365
					366
					367
					368
					369
	BLUITT (Lea)	156		HOPE	370
					5 M
					18 M
					7 M
					17 M
	BLUITT (Roosevelt)	48		HOSPAH	78
					99
					164
					285
					291
	BONITO	344 X		HUAPACHE	138
		383			491
		401			24 M
		437			31 M
		438		LINDRITH	163
	CARLSBAD	46			269
					449
					450
					451
					452
	CHACO CANYON	237		LOCKNEY	217
		278			145
		344XX			92
		345			507
		347		MARCELINA	73
	CHIQUITO	364			145
		111			332
		140			74
		211			496
		282		MEDIA	53
	CHROMO	298			56
		210			57
					58
					100
					104
	COAL CREEK	463		LOS PINOS	105
		464			106
		509			107
					118
					120
	COMANCHE	40		MARCELINA	121
		333			122
		465			123
					137
					154
	DANIEL WASH	189		MATADOR	160
		253			
		283			
		305			
		348			
	DE-NA-ZIN	84		MEDIA	
		97			
		165			
		169			
		213			
	DULCE	240		MATADOR	
	ESCRITO (Rio Arriba)	178		MATADOR	
		375			
	ESCRITO (Sandoval)	186		MATADOR	
		341			
	ESCRITO (San Juan)	150		MATADOR	
	FRUITLAND	168		MATADOR	
		170			
		185			
		303			
		380			
	FRUITLAND	472		MATADOR	
		473			
		474			
		475			
		477			
	FRUITLAND	478			

SCHEDULE 4(b)

STATE	AREA	MFSCO COMPANY LEASE NO.	STATE	AREA	MFSCO COMPANY LEASE NO.
NEW MEXICO	MEDIA	208 257 287 296 483 504	NEW MEXICO	SEVEN LAKE	190 238 259 272 273 505 396
	MEDICINE ROCK	79		SNAKE EYES	254 256 274 342 343 384 397 398 399 400 413 425 440 441 442
	MIGUEL CREEK	90 129 245 98		STAR LAKE (McKinley)	263 275 390 391 392 393
	MONERO	209 212 286 299 331 382		STAR LAKE (Sandoval)	394 395 416 443 444 338
	NONOMBRE	26		STONEY BUTTE	82 94 95 117
	OJO	77 160 X 206 222 239 262 276 277 281 295 339 349 381 387 388 389 414 486 490		TODD	139 495
	PALO DURO	378 162 371		TORREON	66 93 188 385 386
	PECOS	12 M		WALKER DOME	28 47 75 81 89 131 148 289 290
	PETERSON	410		Y-O ZONE	27 M
	RACETRACK	23			
	RED LAKE	36			
	ROUND TANK	54			
	SANDOVAL	270			
	SAN JUAN	458 459 247			
	SAN LUIS	161 180 181 244 260 288 294 461 481 482 487			
	SAN MATEO	292			
	SEVEN LAKE	130 132 175 176			

**Post-1976 Wexpro  
Properties in Which the  
Company has a Royalty**

**SCHEDULE 5**  
**"Wexpro Case" Agreement**  
**POST-1976 WEXPRO PROPERTIES**  
**IN WHICH MOUNTAIN FUEL SUPPLY COMPANY**  
**HAS A ROYALTY INTEREST**

Area	State	Mountain Fuel Lease No.	Area	State	Mountain Fuel Lease No.
Basin Creek	Colorado	C-136	Big Lake	Montana	M-66
		C-138			M-67
Buck Peak	Colorado	C-144			M-68
		C-148			M-75
		C-148-A			M-75-A
		C-150			M-76
		C-151			M-77
		C-152	Coon Creek	Montana	M-4
		C-153			M-15
		C-153-A			
		C-154-C	Disturbed Belt	Montana	M-22
		C-156			M-23
		C-156-A			M-30
		C-156-B			M-31
		C-156-C			M-11
		C-156-D			M-12
		C-156-E			M-13
					M-14
Bull Canyon	Colorado	C-146	Dunkirk, North	Montana	M-64
Campo	Colorado	C-133			M-64-A
		C-137			M-64-B
Castle Creek	Colorado	C-173			M-63
Derby	Colorado	C-173	Froid, South	Montana	M-62
Engle Basin	Colorado	C-176	Kevin Sunburst, East	Montana	M-69
Horse Creek	Colorado	C-102			M-70
		C-106			M-71
		C-107			M-72
		C-112	Little Porcupine	Montana	M-26
		C-113			M-27
		C-121			M-28
		C-122			M-28-A
		C-124			M-28-B
		C-103			M-28-C
		C-104			M-28-D
		C-105			M-28-E
		C-108			M-28-F
		C-109			M-28-G
		C-110			M-28-H
		C-111			
		C-112-X	O'Fallon Creek, East	Montana	M-21
		C-114			
		C-115	Pennel Creek	Montana	M-5
		C-116			M-6
		C-117			M-7
		C-118			M-10
		C-119			
		C-120	Riley School	Montana	M-8
		C-121-X			M-9
		C-123			M-19
					M-20
Niblick	Colorado	C-145			M-43
Sprinks	Colorado	C-149			M-43-A
		C-149-A			M-43-B
Yampa	Colorado	C-147			M-44
		C-155			M-44-A
		C-174			
		C-175			



SCHEDULE 5

Area	State	Mountain Fuel Lease No.	Area	State	Mountain Fuel Lease No.
Riley School	Montana	M-44-B M-44-C M-44-D M-44-E M-44-F M-44-G M-44-H M-454	Duckwater	Nevada	N-146 N-147 N-151
			East Fallon	Nevada	N-159
			Indian Lakes	Nevada	N-160 N-163
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	Jiggs	Nevada	N-130 N-149
			Spring Valley	Nevada	N-161 N-164
			Alemita	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-76
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

SCHEMATIC 6

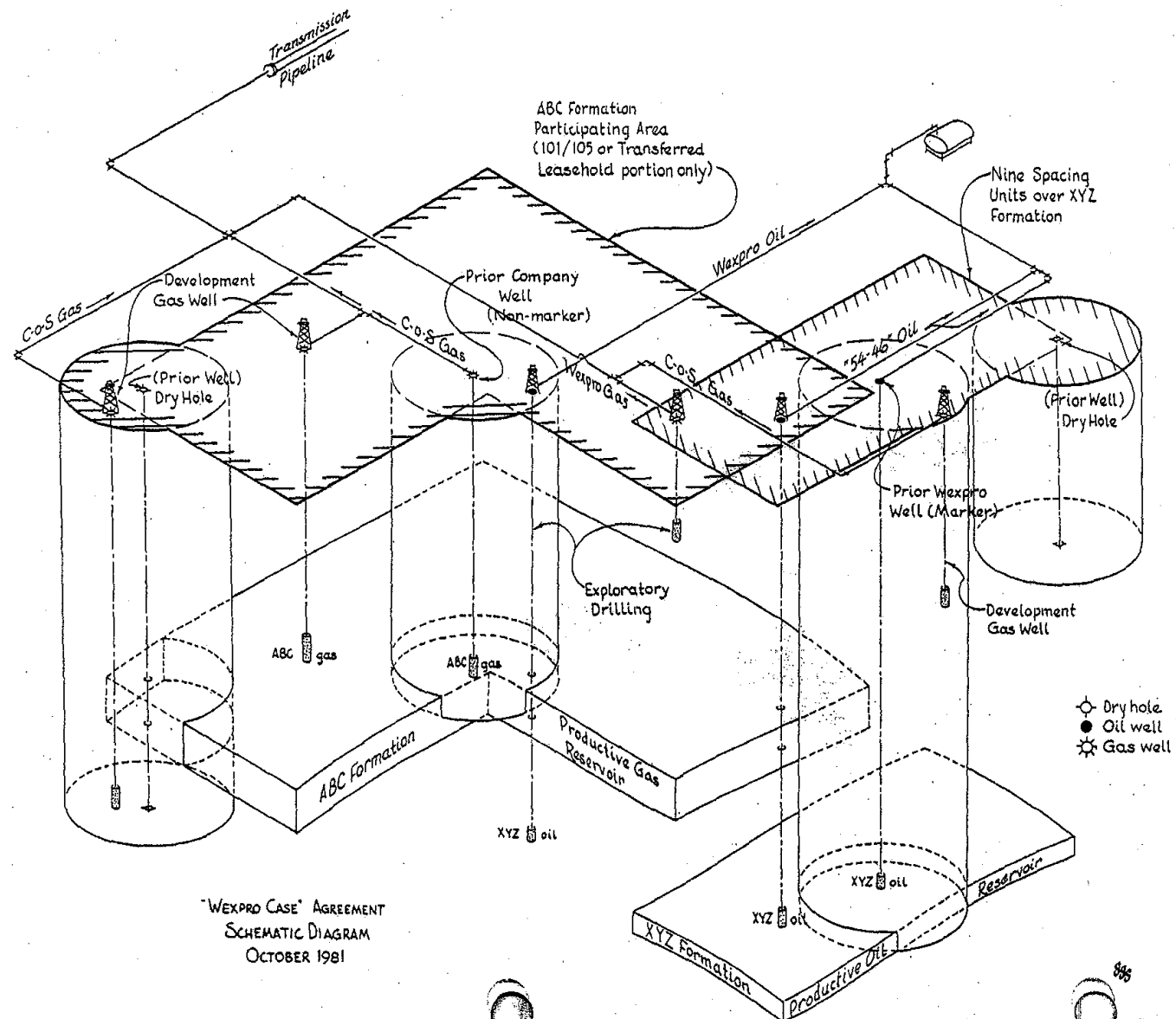
**Pre-1977 Non-Utility  
Properties**

**SCHEDULE 6**  
**"Wexpro Case" Agreement**  
**PRE-1977 NON-UTILITY PROPERTIES**

AREA	STATE	WEXPRO LEASE NO.	AREA	STATE	WEXPRO LEASE NO.
Hilght 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
					W-140
					W-140-A
North Walker Creek	Wyoming	W-71	Walker Creek	Wyoming	W-140-E
		W-72			W-140-F
		W-73			W-140-G
		W-74			W-141
		W-75			W-142
		W-76			W-143
		W-77			W-143-A
Walker Creek	Wyoming	W-78			W-144
		W-79			W-144-A
		W-80			W-145
		W-109			W-146
		W-110			W-147
		W-111	Wright Area	Wyoming	W-50-A,
		W-112			MI-3
		W-113			W-148
		W-114			W-150
		W-115			W-154
		W-116			W-155
		W-117			W-156
		W-118			W-58-X
		W-119			W-59-X
		W-120			W-59-A-X
		W-121			W-59-B-X
		W-122			W-158
		W-123			MI-4
		W-124			W-162
		W-125			W-162-A
		W-126			W-164
		W-127			
		W-128			
		W-129			
		W-130			
		W-131			
		W-132			
		W-133			
		W-134			
		W-135			
		W-136			
		W-137			
		W-138			
		W-139-A			
		W-139-B			

Schematic Diagram

Schematic Diagram



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

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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