

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, 2025

Utah Public Service Commission
Heber M. Wells Building, 4th Floor
P.O. Box 146751
Salt Lake City, UT 84114-6751

Via E-mail

Dear Commissioners:

Pursuant to the Approving Settlement Stipulation in Docket No. 23-057-16 and Commitment #14 paragraph of the Settlement Stipulation Exhibit A attached thereto, Enbridge Gas respectfully submits the attached Affiliate Transaction Report for the 12 months ending December 31, 2024.

Commitment #14 of the above-referenced Settlement Stipulation provides that "Enbridge Gas will continue to file its affiliate transactions report with the Commission on an annual basis." The Affiliate Transaction Report is attached.

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

Sincerely,

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

Enbridge Gas

Affiliate Transactions Report

For the year ended December 31, 2024

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1.1 General Description as of December 31, 2024

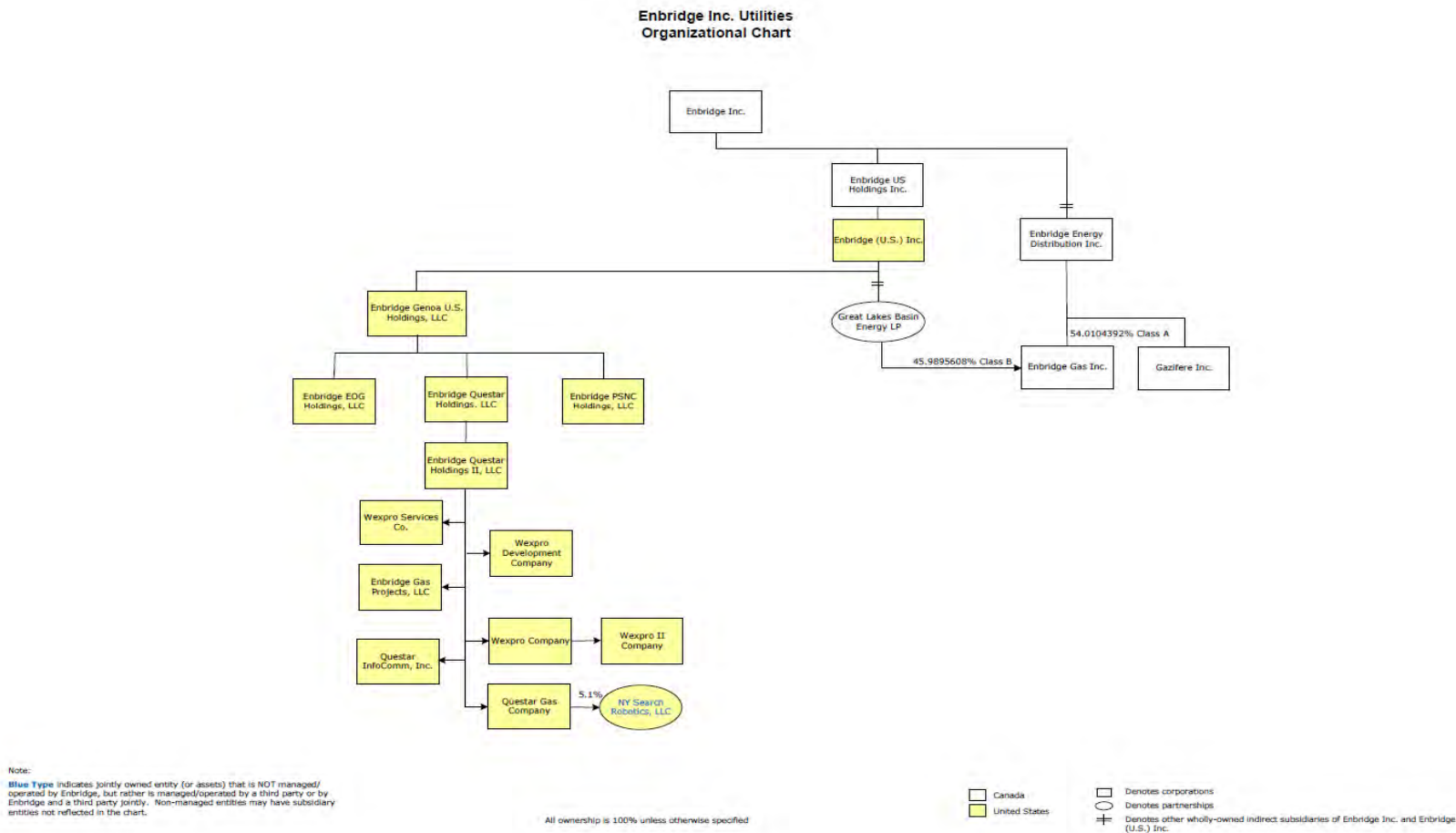
Questar Gas Company dba Enbridge Gas Utah, Enbridge Gas Idaho, and Enbridge Gas Wyoming (Enbridge Gas, or Company) provides retail natural gas-distribution service to more than one million customers in Utah, southwestern Wyoming and a small portion of southeastern Idaho. The Company is regulated by the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

Questar Gas Company had been a wholly owned subsidiary of Dominion Energy, Inc. since September 16, 2016 until June 1, 2024 when Enbridge Inc. became the owner of the Company following the acquisition from Dominion.

During 2024, no cost were allocated to Questar Gas Company from Enbridge. Enbridge Inc. began allocating costs in 2025.

The following pages provide an organization chart, descriptions and transactions of Enbridge Gas and affiliated companies/subsidiaries during the year ended December 31, 2024.

1.2 Corporate Organization Chart as of December 31, 2024



1.3 Company Board of Directors as of December 31, 2024

Director	Title	Effective Date	End Date	Address
Gregory L. Ebel	Chair	2/27/2017	None	200, Fifth Avenue Place 425 1st Street S.W.Calgary, Alberta Canada T2P 3L8
Michele E. Harradence	Director	7/29/2021	None	200, Fifth Avenue Place 425 1st Street S.W.Calgary, Alberta Canada T2P 3L9
Reginald D. Hedgebeth	Director	11/4/2021	None	200, Fifth Avenue Place 425 1st Street S.W.Calgary, Alberta Canada T2P 3L10
Patrick R. Murray	Director	2/13/2019	None	200, Fifth Avenue Place 425 1st Street S.W.Calgary, Alberta Canada T2P 3L11
Judd Cook	Director	12/1/2022	None	333 S State St. Salt Lake City, UT 84145

1.4 Company Officers as of December 31, 2024

Officer	Title	Effective Date	End Date	Address
Gregory L. Ebel	President & Chief Executive Officer	1/1/2023		200, Fifth Avenue Place 425 - 1st Street S.W.Calgary, Alberta Canada T2P 3L8
Michele E. Harradence	Executive Vice President Enbridge Inc., & President, Enbridge Gas	3/1/2023		200, Fifth Avenue Place 425 - 1st Street S.W.Calgary, Alberta Canada T2P 3L8
Reginald D. Hedgebeth	Executive Vice President External Affairs and Chief Legal Officer	9/1/2023		200, Fifth Avenue Place 425 - 1st Street S.W.Calgary, Alberta Canada T2P 3L9
Patrick R. Murray	Executive Vice President& Chief Financial Officer	7/1/2023		200, Fifth Avenue Place 425 - 1st Street S.W.Calgary, Alberta Canada T2P 3L8
Maximilian G. Chan	Senior Vice President & Corporate Development Officer	3/1/2023		200, Fifth Avenue Place 425 - 1st Street S.W.Calgary, Alberta Canada T2P 3L8
Laura J. Sayavedra	Senior Vice President, Safety, Projects & Chief Administrative Officer	2/1/2017		Houston Energy Center Five, Texas, USA

1.5 Officers and Directors with Affiliated Positions as of December 31, 2024

Name	Entity	Title	Effective Date	End Date
Cook, Judd E.	Questar Gas Company	Director	06/03/2024	
	Questar Gas Company	Vice President and General Manager	06/03/2024	
	Questar InfoComm, Inc.	Vice President and General Manager	06/03/2024	
	Questar InfoComm, Inc.	Director	06/03/2024	
Neyland, Stephen J.	Copiah Storage, LLC	Vice President - Finance	05/31/2017	
	Spectra Energy Capital, LLC	Vice President - Finance	06/31/2017	
	Spectra Energy Administrative Services, LLC	Vice President - Finance	05/31/2017	
	Spectra Energy County Line, LLC	Vice President - Finance	05/31/2017	
	Spectra Energy Transmission Resources, LLC	Vice President - Finance	05/31/2017	
	Spectra Energy Transmission Services, LLC	Vice President - Finance	05/15/2017	
	Spectra Energy Transmission, LLC	Vice President - Finance	05/31/2017	
	Spectra Energy Islander East Pipeline Company, L.L.C.	Vice President - Finance	05/31/2017	
	Spectra Energy Operating Company, LLC	Vice President - Finance	05/31/2017	
	Spectra Energy Southeast Supply Header, LLC	Vice President - Finance	05/31/2017	
	Spectra Energy Transport and Trading Company, LLC	Vice President - Finance	05/31/2017	
	East Tennessee Natural Gas, LLC	Vice President - Finance	05/15/2017	
	Egan Hub Storage, LLC	Vice President - Finance	05/31/2017	
	M&N Operating Company, LLC	Vice President - Finance	05/31/2017	
	M&N Operating Company, LLC	Vice President - Finance	05/31/2017	
	Spectra Energy Aerial Patrol, LLC	Vice President - Finance	05/31/2017	
	Spectra Energy DEFS Holding, LLC	Vice President - Finance	05/31/2017	
	Spectra Energy Partners GP, LLC	Vice President - Finance	05/04/2017	
	Spectra Energy Partners GP, LLC	Manager	12/17/2018	
	Spectra Energy Services, LLC	Vice President - Finance	05/31/2017	
	Westcoast Energy (U.S.) LLC	Vice President - Finance	05/31/2017	
	Moss Bluff Hub, LLC	Vice President - Finance	05/31/2017	
	Spectra Energy Field Services Canada Holdings, LLC	Vice President - Finance	05/31/2017	
	Spectra Energy Southeast Services, LLC	Vice President - Finance	05/31/2017	
	Spectra Energy Capital Funding, Inc.	Director	05/31/2017	
	Spectra Energy Capital Funding, Inc.	Vice President - Finance	05/31/2017	
	Port Barre Investments, LLC	Vice President - Finance	05/31/2017	
	SESH Sub Inc.	Director	05/31/2017	
	SESH Sub Inc.	Vice President - Finance	05/31/2017	
	Big Sandy Pipeline, LLC	Vice President - Finance	05/31/2017	
	Spectra Energy DEFS Holding II, LLC	Vice President - Finance	05/31/2017	
	Express Pipeline LLC	Vice President	07/31/2019	
	Express Holdings (USA), LLC	Vice President	07/31/2018	
	Platte Pipe Line Company, LLC	Vice President	07/31/2018	
	Sabal Trail Management, LLC	Vice President - Finance	05/31/2017	
	Spectra Energy Transmission II, LLC	Vice President - Finance	05/31/2017	
	Spectra Energy Cross Border, LLC	Vice President - Finance	05/31/2017	
	Spectra Energy Westheimer, LLC	Vice President - Finance	05/31/2017	
	M&N Management Company, LLC	Vice President - Finance	05/31/2017	
	Texas Eastern Terminal Co, LLC	Vice President - Finance	05/31/2017	
	Spectra Energy LNG Sales, LLC	Vice President - Finance	05/31/2017	
	Texas Eastern Communications, LLC	Vice President - Finance	05/31/2017	
	Spectra Energy Partners Sabal Trail Transmission, LLC	Vice President - Finance	05/31/2017	
	Spectra Energy Midwest Liquids Pipeline, LLC	Vice President	05/31/2017	
	Highland Pipeline Leasing, LLC	Vice President - Finance	05/31/2017	
	Valley Crossing Pipeline, LLC	Vice President - Finance	05/31/2017	
	Spectra Energy NEXUS Management, LLC	Vice President - Finance	05/31/2017	
	Spectra NEXUS Gas Transmission, LLC	Vice President - Finance	05/31/2017	
	Spectra Algonquin Holdings, LLC	Vice President - Finance	05/31/2017	
	Spectra Algonquin Management, LLC	Vice President - Finance	05/31/2017	
	Market Hub Partners Holding, LLC	Vice President - Finance	05/31/2017	
	Brazoria Interconnector Gas Pipeline LLC	Vice President - Finance	05/31/2017	
	Spectra Energy VCP Holdings, LLC	Vice President - Finance	05/31/2017	
	Pomelo Connector, LLC	Vice President - Finance	12/12/2017	
	South Texas Trail Pipeline, LLC	Vice President - Finance	07/09/2019	
	Mt Solar, LLC	Vice President - Finance	11/13/2019	
	Enbridge Investment (Grant Plains) L.L.C.	Vice President	07/02/2020	
	Enbridge Investment (New Creek) L.L.C.	Vice President	03/07/2019	
	EIF US Holdings Inc.	Director	09/22/2014	
	EIF US Holdings Inc.	Vice President	09/08/2017	
	Enbridge (U.S.) Inc.	Director	02/17/2017	
	Enbridge (U.S.) Inc.	Vice President	09/08/2017	
	Enbridge Investment (Plummer) L.L.C.	Vice President	07/02/2020	
	Enbridge Aux 'Sable Products, Inc.	Director	06/07/2017	
	Enbridge Aux 'Sable Products, Inc.	Vice President	09/08/2017	
	Enbridge Employee Services, Inc.	Vice President - Finance	04/30/2013	
	Enbridge Employee Services, Inc.	Director	02/28/2020	
	Enbridge Offshore (Neptune Holdings) Inc.	Vice President - Finance	11/01/2011	
	Enbridge Energy Company, Inc.	Director	02/27/2017	
	Enbridge Energy Company, Inc.	Vice President	10/25/2017	
	Enbridge Pipelines (Toledo) Inc.	Vice President	09/08/2017	
	Enbridge Holdings (Frontier) Inc.	Vice President	09/08/2017	
	Enbridge Holdings (Mustang) Inc.	Vice President	09/08/2017	
	5679 Cherry Lane, LLC	Vice President	01/24/2018	
	Atlantis Offshore, LLC	Chief Financial Officer	11/22/2011	
	Bakken Pipeline Company LLC	Vice President	07/02/2020	
	CCPS Transportation, LLC	Vice President	07/02/2020	
	Cedar Point Wind, LLC	Vice President	10/30/2019	
	Chapman Ranch Wind I, LLC	Vice President	03/07/2019	
	Enbridge Offshore (Destin) L.L.C.	Vice President - Finance	11/01/2011	
	Eddystone Rail Company, LLC	Vice President	05/22/2020	
	Enbridge Offshore (Gas Gathering) L.L.C.	Chief Financial Officer	01/01/2005	
	Enbridge Offshore (Gas Gathering) L.L.C.	Vice President	01/01/2005	
	Enbridge Transportation (IL-OK) L.L.C.	Vice President	07/02/2020	
	Enbridge Offshore (Gas Transmission) L.L.C.	Chief Financial Officer	11/01/2011	
	Enbridge Offshore (Gas Transmission) L.L.C.	Vice President	11/01/2011	
	Enbridge Water Pipeline (Permian) L.L.C.	Vice President - Finance	05/06/2016	
	Enbridge Offshore Facilities, LLC	Vice President - Finance	11/01/2011	
	Enbridge Alliance (U.S.) Management LLC	Vice President - Finance	06/05/2018	
	Enbridge Wild Valley Holdings LLC	Vice President	06/06/2019	
	Enbridge Offshore Pipelines, L.L.C.	Chief Financial Officer	11/01/2011	
	Enbridge Offshore Pipelines, L.L.C.	Vice President	11/01/2011	
	Enbridge Operating Services, L.L.C.	Vice President	07/02/2020	
	Enbridge Energy Management, L.L.C.	Director	02/27/2017	
	Enbridge Energy Management, L.L.C.	Vice President	10/25/2017	
	Enbridge Pipelines (Alberta Clipper) L.L.C.	Vice President	07/02/2020	
	Enbridge Pipelines (Beaver Lodge) L.L.C.	Vice President	07/02/2020	
	Enbridge Pipelines (Eastern Access) L.L.C.	Vice President	07/02/2020	
	Garden Banks Gas Pipeline, LLC	Vice President - Finance	11/01/2011	
	Enbridge Pipelines (FSP) L.L.C.	Vice President	02/20/2020	
	Enbridge Pipelines (LSR) L.L.C.	Vice President	07/02/2020	

Name	Entity	Title	Effective Date	End Date
	Enbridge Holdings (Chapman Ranch) L.L.C.	Vice President	03/14/2019	
	Enbridge Holdings (New Energy) L.L.C.	Vice President	07/02/2020	
	Enbridge Pipelines (Lakehead) L.L.C.	Vice President	01/24/2018	
	Enbridge Holdings (DakTex) L.L.C.	Vice President	07/02/2020	
	Illinois Extension Pipeline Company, L.L.C.	Vice President	09/25/2018	
	Enbridge Holdings (Grant Plains) L.L.C.	Vice President	07/02/2020	
	Enbridge Holdings (Gray Oak) LLC	Vice President	10/31/2018	
	Enbridge Holdings (Green Energy) L.L.C.	Vice President	03/07/2019	
	Enbridge Holdings (DR) L.L.C.	Vice President	07/02/2020	
	Enbridge Holdings (LNG) L.L.C.	Vice President - Finance	05/04/2015	
	IPL AP Holdings (U.S.A.) Inc.	Vice President	09/08/2017	
	IPL AP NGL Holdings (U.S.A.) Inc.	Director	06/07/2017	
	IPL AP NGL Holdings (U.S.A.) Inc.	Vice President	09/08/2017	
	Enbridge Holdings (Mississippi) L.L.C.	Vice President - Finance	10/14/2014	
	Enbridge Holdings (Mississippi) L.L.C.	President	07/02/2020	
	Enbridge Holdings (New Creek) L.L.C.	Vice President	03/14/2019	
	IPL Vector (U.S.A.) Inc.	Vice President	09/08/2017	
	Enbridge Holdings (Offshore) L.L.C.	Vice President - Finance	11/01/2011	
	Enbridge Holdings (Olympic) L.L.C.	Vice President	07/02/2020	
	Enbridge Pipelines (Mainline Expansion) L.L.C.	Vice President	07/02/2020	
	Enbridge Holdings (Plummer) L.L.C.	Vice President	07/02/2020	
	Enbridge Holdings (Power) L.L.C.	Vice President	07/02/2020	
	Keechi Holdings L.L.C.	Vice President	11/27/2018	
	Keechi Wind, LLC	Vice President	11/27/2018	
	Enbridge Pipelines (Ozark) L.L.C.	Vice President	07/09/2019	
	Enbridge Holdings (Seaway) L.L.C.	Vice President	06/05/2019	
	Enbridge Holdings (Texas COLT) LLC	Vice President	07/02/2020	
	Enbridge Holdings (Trunkline) L.L.C.	Vice President	07/02/2020	
	Enbridge Pipelines (Southern Lights) L.L.C.	Vice President	01/24/2018	
	Enbridge Holdings (U.S.) L.L.C.	Vice President	07/02/2020	
	Manta Ray Offshore Gathering Company, L.L.C.	Chief Financial Officer	11/22/2011	
	Enbridge Holdings (USGC) LLC	Vice President - Finance	02/06/2019	
	Enbridge Investment (Chapman Ranch) L.L.C.	Vice President	03/07/2019	
	Enbridge Rail (Flanagan) L.L.C.	Vice President	06/01/2020	
	Enbridge Rail (Philadelphia) L.L.C.	Vice President	05/22/2020	
	MarEn Bakken Company LLC	Vice President	09/25/2018	
	Enbridge Renewable Holdings, L.L.C.	President	11/27/2018	
	Enbridge Renewable Investments, L.L.C.	President	11/15/2018	
	Enbridge Risk Management (U.S.) L.L.C.	Vice President	05/09/2018	
	Enbridge Services (CMO) L.L.C.	Vice President	07/02/2020	
	Enbridge Storage (Cushing) L.L.C.	Vice President	07/09/2019	
	Enbridge Storage (North Dakota) L.L.C.	Vice President	07/02/2020	
	Enbridge Storage (Patoka) L.L.C.	Vice President	07/02/2020	
	Enbridge Transmission Holdings (U.S.) L.L.C.	Vice President	06/07/2018	
	Midcoast Holdings, L.L.C.	Vice President - Finance	05/31/2013	
	Midcoast Holdings, L.L.C.	Director	07/02/2020	
	Midcoast OLP GP, L.L.C.	Vice President - Finance	11/01/2011	
	Mississippi Canyon Gas Pipeline, LLC	Vice President - Finance	11/01/2011	
	Nautilus Pipeline Company, L.L.C.	Chief Financial Officer	11/22/2011	
	Neptune Pipeline Company, L.L.C.	Chief Financial Officer	11/22/2011	
	New Creek Wind LLC	Vice President	03/07/2019	
	North Dakota Pipeline Company LLC	Vice President	10/01/2018	
	Silver State Solar Power North, LLC	Vice President	10/30/2019	
	Southern Lights Holdings, L.L.C.	Vice President	06/27/2019	
	Texas COLT LLC	Vice President - Finance	01/08/2019	
	Tidal Energy Marketing (U.S.) L.L.C.	Vice President - Finance	05/24/2018	
	Tri-State Holdings, LLC	Vice President	04/18/2019	
	Vector Pipeline, LLC	Chief Accountant	05/09/2018	
	Wrangler Pipeline, L.L.C.	Vice President	07/02/2020	
	Spectra Energy Generation Pipeline Management, LLC	Vice President - Finance	02/04/2020	
	Enbridge (Houston Oil Terminal) LLC	Vice President	03/11/2020	
	Enbridge (Spot) LLC	Vice President	03/11/2020	
	Spectra Energy, LLC	Vice President - Finance	05/31/2017	
	Gray Oak Pipeline, LLC	Vice President	04/01/2023	
	Enbridge Solar (Flanagan), LLC	Vice President	05/10/2021	
	Enbridge Solar (Adams), LLC	Vice President	06/07/2021	
	Enbridge Solar (Portage), LLC	Vice President	06/07/2021	
	Enbridge Solar (Vesper), LLC	Vice President	06/07/2021	
	Enbridge RNG (Sprout), LLC	Vice President - Finance	11/01/2021	
	Enbridge Solar (Cass Lake), LLC	Vice President	11/30/2021	
	Enbridge Solar (Deer River), LLC	Vice President	11/30/2021	
	Enbridge Solar (Floodwood), LLC	Vice President	11/30/2021	
	Enbridge Power Development (U.S.), LLC	Vice President	05/31/2022	
	Enbridge Solar (Plummer), LLC	Vice President	06/21/2022	
	Tidal Energy Marketing Inc.	Vice President - Finance	06/30/2022	
	Tri Global Energy, LLC	Vice President	09/27/2022	
	Tri Global Energy Properties, LLC	Vice President	09/27/2022	
	Appaloosa Run Renewable Energy Project, LLC	Vice President	09/27/2022	
	CCWF III, LLC	Vice President	09/27/2022	
	Flatland Solar, LLC	Vice President	09/27/2022	
	Tri Global Holdings, LLC	Vice President	09/27/2022	
	Honey Creek Solar, LLC	Vice President	09/27/2022	
	Hoosier Line Wind, LLC	Vice President	09/27/2022	
	Leaf River Wind, LLC	Vice President	09/27/2022	
	Sugar Loaf Renewable Energy Project, LLC	Vice President	09/27/2022	
	Vermilion Grove Wind, LLC	Vice President	09/27/2022	
	TGE Illinois 211, LLC	Vice President	09/27/2022	
	TGE Indiana 191, LLC	Vice President	09/27/2022	
	TGE Indiana 192, LLC	Vice President	09/27/2022	
	TGE Pennsylvania 203, LLC	Vice President	09/27/2022	
	TGE Virginia 195, LLC	Vice President	09/27/2022	
	Water Valley Wind Energy, LLC	Vice President	09/27/2022	
	TGE Texas 213, LLC	Vice President	09/27/2022	
	Enbridge Solar (Sequoia I), LLC	Vice President	09/27/2022	
	Enbridge Solar (Sequoia II), LLC	Vice President	09/27/2022	
	TGE Illinois 181, LLC	Vice President	09/27/2022	
	TGE Wyoming 212, LLC	Vice President	09/27/2022	
	Flatland Solar Project, LLC	Vice President	09/27/2022	
	TGE Colorado 224, LLC	Vice President	09/27/2022	
	TGE Idaho 221, LLC	Vice President	09/27/2022	
	TGE Illinois 226, LLC	Vice President	09/27/2022	
	TGE Nevada 223, LLC	Vice President	09/27/2022	
	TGE Wyoming 222, LLC	Vice President	09/27/2022	
	TGE Wyoming 225, LLC	Vice President	09/27/2022	
	Enbridge Holdings (Divert), LLC	Vice President - Finance	02/23/2023	
	Enbridge Holdings (RNG), LLC	Vice President - Finance	02/23/2023	
	Tres Palacios Gas Storage LLC	Vice President - Finance	04/03/2023	
	Tres Palacios Holdings LLC	Vice President - Finance	04/03/2023	

Name	Entity	Title	Effective Date	End Date
	Tres Palacios Midstream, LLC	Vice President - Finance	04/03/2023	
	Blue Cloud Renewable Energy Project, LLC	Vice President	09/27/2022	
	Canyon Wind Farm II, LLC	Vice President	09/27/2022	
	Canyon Wind Farm, LLC	Vice President	09/27/2022	
	Canyon Wind Project, LLC	Vice President	09/27/2022	
	CI III Blue Cloud Wind Energy II LLC	Vice President	09/27/2022	
	Cone Renewable Energy Project, LLC	Vice President	09/27/2022	
	Easter Renewable Energy Project, LLC	Vice President	09/27/2022	
	Woodford Wind Holding, LLC	Vice President	09/27/2022	
	TGE Indiana 231, LLC	Vice President	04/20/2023	
	Enbridge Solar (Orange Grove), LLC	Vice President	06/07/2023	
	Enbridge RNG (Longview), LLC	Vice President - Finance	08/22/2023	
	Enbridge Genoa U.S. Holdings, LLC	Vice President, Finance	08/31/2023	
	Enbridge EOG Holdings, LLC	Vice President, Finance	08/31/2023	
	Enbridge PSNC Holdings, LLC	Vice President, Finance	08/31/2023	
	Enbridge Questar Holdings, LLC	Vice President, Finance	08/31/2023	
	Enbridge Holdings (Tomorrow RNG), LLC	Vice President - Finance	10/06/2023	
	Enbridge Investment (Fox Squirrel) L.L.C.	Vice President	10/09/2023	
	Enbridge Offshore (Oceanus), LLC	Vice President & Chief Financial Officer	11/29/2023	
	Oceanus Pipeline Company, LLC	Vice President & Chief Financial Officer	04/14/2024	
	Cambrian Energy/South-Tex Fort Smith Treathers, LLC	Vice President - Finance	01/02/2024	
	East Texas Renewables, LLC	Vice President - Finance	01/02/2024	
	Edinburg Renewables, LLC	Vice President - Finance	01/02/2024	
	Garland Renewables, LLC	Vice President - Finance	01/02/2024	
	Melissa Renewables, LLC	Vice President - Finance	01/02/2024	
	Pine Hill Renewables, LLC	Vice President - Finance	01/02/2024	
	Enbridge Wind (Red River), LLC	Vice President	03/04/2024	
	Enbridge EOG Holdings II Corporation	Vice President, Finance	03/07/2024	
	Enbridge EOG Holdings II Corporation	Director	03/07/2024	
	Enbridge (U.S.) Gas Distribution, LLC	Vice President, Finance	03/07/2024	
	The East Ohio Gas Company	Vice President, Finance	03/07/2024	
	The East Ohio Gas Company	Director	03/07/2024	
	Enbridge Alternative Fuel, LLC	Vice President, Finance	03/07/2024	
	Enbridge Holdings (Multiply), LLC	Vice President - Finance	01/26/2024	
	Enbridge Holdings (Emerging Fuels), LLC	Vice President - Finance	04/10/2024	
	Enbridge Hydrogen (Mach2), LLC	Vice President - Finance	04/10/2024	
	Enbridge Questar Holdings II, LLC	Vice President, Finance	06/03/2024	
	Enbridge Gas Projects, LLC	Vice President, Finance	06/03/2024	
	Wexpro Company	Vice President, Finance	06/03/2024	
	Wexpro Company	Director	06/03/2024	
	Wexpro II Company	Vice President, Finance	06/03/2024	
	Wexpro II Company	Director	06/03/2024	
	Wexpro Development Company	Vice President, Finance	06/03/2024	
	Wexpro Development Company	Director	06/03/2024	
	Wexpro Services Co.	Vice President, Finance	06/03/2024	
	Wexpro Services Co.	Director	06/03/2024	
	Questar InfoComm, Inc.	Vice President, Finance	06/03/2024	
	Questar InfoComm, Inc.	Director	06/03/2024	
	Questar Gas Company	Vice President, Finance	06/03/2024	
	Questar Gas Company	Director	06/03/2024	
	Enbridge Holdings (Onstream CO2), LLC	Vice President - Finance	06/13/2024	
	Enbridge Pipelines (Louisiana CO2), LLC	Vice President - Finance	06/13/2024	
	Enbridge Holdings (Lightning), LLC	Vice President - Finance	08/28/2024	
	Clear Fork Creek Solar LLC	Vice President	09/27/2024	
	Enbridge PSNC Holdings II, LLC	Vice President, Finance	10/01/2024	
	Public Service Company of North Carolina, Incorporated	Vice President, Finance	10/01/2024	
	Public Service Company of North Carolina, Incorporated	Director	10/01/2024	
	PSNC Blue Ridge Corporation	Vice President, Finance	10/01/2024	
	PSNC Blue Ridge Corporation	Director	10/01/2024	
	PSNC Cardinal Pipeline Company	Vice President, Finance	10/01/2024	
	PSNC Cardinal Pipeline Company	Director	10/01/2024	
	Enbridge Clean Energy Enterprises Inc.	Vice President, Finance	10/01/2024	
	Enbridge Clean Energy Enterprises Inc.	Director	10/01/2024	

Name	Entity	Title	Effective Date	End Date
Harradence, Michele E.	Enbridge (U.S.) Gas Distribution, LLC	President	03/07/2024	
	Enbridge Alternative Fuel, LLC	President	03/07/2024	
	Enbridge Clean Energy Enterprises Inc.	President	10/01/2024	
	Enbridge Clean Energy Enterprises Inc.	Director and Chairman of the Board	10/01/2024	
	Enbridge EOG Holdings II Corporation	President	03/07/2024	
	Enbridge EOG Holdings II Corporation	Director (Chair)	03/07/2024	
	Enbridge EOG Holdings, LLC	President	08/31/2023	
	Enbridge Gas Projects, LLC	President	06/03/2024	
	Enbridge Genoa U.S. Holdings, LLC	President	08/31/2023	
	Enbridge PSNC Holdings II, LLC	President	10/01/2024	
	Enbridge PSNC Holdings, LLC	President	08/31/2023	
	Enbridge Questar Holdings II, LLC	President	06/03/2024	
	Enbridge Questar Holdings, LLC	President	08/31/2023	
	PSNC Blue Ridge Corporation	President	10/01/2024	
	PSNC Blue Ridge Corporation	Director and Chairman of the Board	10/01/2024	
	PSNC Cardinal Pipeline Company	President	10/01/2024	
	PSNC Cardinal Pipeline Company	Director and Chairman of the Board	10/01/2024	
	Public Service Company of North Carolina, Incorporated	President	10/01/2024	
	Public Service Company of North Carolina, Incorporated	Director and Chairman of the Board	10/01/2024	
	Questar Gas Company	President	06/03/2024	
	Questar Gas Company	Director and Chairman of the Board	06/03/2024	
	Questar InfoComm, Inc.	President	06/03/2024	
	Questar InfoComm, Inc.	Director and Chairman of the Board	06/03/2024	
	The East Ohio Gas Company	President	03/07/2024	
	The East Ohio Gas Company	Director (Chair)	03/07/2024	
	Wexpro Company	President	06/03/2024	
	Wexpro Company	Director and Chairman of the Board	06/03/2024	
	Wexpro Development Company	President	06/03/2024	
	Wexpro Development Company	Director and Chairman of the Board	06/03/2024	
	Wexpro II Company	President	06/03/2024	
	Wexpro II Company	Director and Chairman of the Board	06/03/2024	
	Wexpro Services Co.	President	06/03/2024	
	Wexpro Services Co.	Director and Chairman of the Board	06/03/2024	
Berry, David L.	5679 Cherry Lane, LLC	Controller	07/02/2020	
	Appaloosa Run Renewable Energy Project, LLC	Controller	09/27/2022	
	Atlantis Offshore, LLC	Controller	04/21/2020	
	Bakken Pipeline Company LLC	Controller	07/02/2020	
	Big Sandy Pipeline, LLC	Controller	07/31/2019	
	Blue Cloud Renewable Energy Project, LLC	Controller	09/27/2022	
	Brazoria Interconnector Gas Pipeline LLC	Controller	07/31/2019	
	Cambrian Energy/South-Tex Fort Smith Treaters, LLC	Controller	01/02/2024	
	Canyon Wind Farm II, LLC	Controller	09/27/2022	
	Canyon Wind Farm, LLC	Controller	09/27/2022	
	Canyon Wind Project, LLC	Controller	09/27/2022	
	CCPS Transportation, LLC	Controller	07/02/2020	
	CCWF III, LLC	Controller	09/27/2022	
	Cedar Point Wind, LLC	Controller	09/14/2020	
	Chapman Ranch Wind I, LLC	Controller	07/02/2020	
	CI III Blue Cloud Wind Energy II LLC	Controller	09/27/2022	
	Clear Fork Creek Solar LLC	Controller	09/27/2024	
	Cone Renewable Energy Project, LLC	Controller	09/27/2022	
	Copiah Storage, LLC	Controller	07/31/2019	
	East Tennessee Natural Gas, LLC	Controller	07/31/2019	
	East Texas Renewables, LLC	Controller	01/02/2024	
	Easter Renewable Energy Project, LLC	Controller	09/27/2022	
	Eddystone Rail Company, LLC	Controller	05/22/2020	
	Edinburg Renewables, LLC	Controller	01/02/2024	
	Egan Hub Storage, LLC	Controller	07/31/2019	
	EIF US Holdings Inc.	Controller	09/06/2019	
	Enbridge (Houston Oil Terminal) LLC	Controller	03/11/2020	
	Enbridge (Spot) LLC	Controller	03/11/2020	
	Enbridge (U.S.) Gas Distribution, LLC	Controller	03/07/2024	
	Enbridge (U.S.) Inc.	Controller	05/01/2020	
	Enbridge Alliance (U.S.) Management LLC	Controller	07/02/2020	
	Enbridge Alternative Fuel, LLC	Controller	03/07/2024	
	Enbridge Aux Sable Products, Inc.	Controller	09/06/2019	
	Enbridge Cactus II, LLC	Controller	10/12/2021	
	Enbridge Clean Energy Enterprises Inc.	Controller	10/01/2024	
	Enbridge Employee Services, Inc.	Controller	07/02/2020	
	Enbridge Energy Company, Inc.	Controller	07/29/2019	
	Enbridge Energy Management, L.L.C.	Controller	07/02/2020	
	Enbridge EOG Holdings II Corporation	Controller	03/07/2024	
	Enbridge EOG Holdings, LLC	Controller	08/31/2023	
	Enbridge Gas Projects, LLC	Controller	06/03/2024	
	Enbridge Genoa U.S. Holdings, LLC	Controller	08/31/2023	
	Enbridge Holdings (Chapman Ranch) L.L.C.	Controller	07/02/2020	
	Enbridge Holdings (Clean Energy), LLC	Controller	03/15/2023	
	Enbridge Holdings (DakTex) L.L.C.	Controller	07/02/2020	
	Enbridge Holdings (Divert), LLC	Controller	02/23/2023	
	Enbridge Holdings (Emerging Fuels), LLC	Controller	04/10/2024	
	Enbridge Holdings (Frontier) Inc.	Controller	09/06/2019	
	Enbridge Holdings (Grant Plains) L.L.C.	Controller	07/02/2020	
	Enbridge Holdings (Gray Oak) LLC	Controller	07/02/2020	
	Enbridge Holdings (Green Energy) L.L.C.	Controller	07/02/2020	
	Enbridge Holdings (IDR) L.L.C.	Controller	07/02/2020	
	Enbridge Holdings (Lightning), LLC	Controller	08/28/2024	
	Enbridge Holdings (LNG) L.L.C.	Controller	04/28/2020	
	Enbridge Holdings (Mississippi) L.L.C.	Controller	07/02/2020	
	Enbridge Holdings (Multiply), LLC	Controller	01/28/2024	
	Enbridge Holdings (Mustang) Inc.	Controller	09/06/2019	
	Enbridge Holdings (New Creek) L.L.C.	Controller	07/02/2020	
	Enbridge Holdings (New Energy) L.L.C.	Controller	07/02/2020	
	Enbridge Holdings (Offshore) L.L.C.	Controller	01/29/2020	
	Enbridge Holdings (Olympic) L.L.C.	Controller	07/02/2020	
	Enbridge Holdings (Onstream CO2), LLC	Controller	06/13/2024	
	Enbridge Holdings (Plummer) L.L.C.	Controller	07/02/2020	
	Enbridge Holdings (Power) L.L.C.	Controller	07/02/2020	
	Enbridge Holdings (RNG), LLC	Controller	02/23/2023	
	Enbridge Holdings (Seaway) L.L.C.	Controller	08/18/2020	
	Enbridge Holdings (Texas COLT) LLC	Controller	07/02/2020	
	Enbridge Holdings (Tomorrow RNG), LLC	Controller	10/06/2023	
	Enbridge Holdings (Trunkline) L.L.C.	Controller	07/02/2020	
	Enbridge Holdings (U.S.) L.L.C.	Controller	07/02/2020	
	Enbridge Holdings (USGC) LLC	Controller	07/10/2020	
	Enbridge Hydrogen (Mach2), LLC	Controller	04/10/2024	
	Enbridge Ingleside Cactus II Holdings, LLC	Controller	10/12/2021	

Name	Entity	Title	Effective Date	End Date
	Enbridge Ingleside Energy Center, LLC	Controller	10/12/2021	
	Enbridge Ingleside Holdings, LLC	Controller	10/12/2021	
	Enbridge Ingleside LPG Pipeline, LLC	Controller	10/12/2021	
	Enbridge Ingleside LPG Terminal, LLC	Controller	10/12/2021	
	Enbridge Ingleside Oil Pipeline, LLC	Controller	10/12/2021	
	Enbridge Ingleside Oil Terminal, LLC	Controller	10/12/2021	
	Enbridge Ingleside Operating, LLC	Controller	10/12/2021	
	Enbridge Ingleside Terminal Services, LLC	Controller	10/12/2021	
	Enbridge Ingleside, LLC	Controller	10/12/2021	
	Enbridge Investment (Chapman Ranch) L.L.C.	Controller	07/02/2020	
	Enbridge Investment (Fox Squirrel) L.L.C.	Controller	10/09/2023	
	Enbridge Investment (Grant Plains) L.L.C.	Controller	07/02/2020	
	Enbridge Investment (New Creek) L.L.C.	Controller	07/02/2020	
	Enbridge Investment (Plummer) L.L.C.	Controller	07/02/2020	
	Enbridge Midstream Operating, LLC	Controller	10/12/2021	
	Enbridge Offshore (Destin) L.L.C.	Controller	04/01/2020	
	Enbridge Offshore (Gas Gathering) L.L.C.	Controller	02/11/2020	
	Enbridge Offshore (Gas Transmission) L.L.C.	Controller	04/01/2020	
	Enbridge Offshore (Neptune Holdings) Inc.	Controller	09/06/2019	
	Enbridge Offshore (Oceanus), LLC	Controller	11/29/2023	
	Enbridge Offshore Facilities, LLC	Controller	01/29/2020	
	Enbridge Offshore Pipelines, L.L.C.	Controller	01/29/2020	
	Enbridge Operating Services, L.L.C.	Controller	07/02/2020	
	Enbridge Pipelines (Alberta Clipper) L.L.C.	Controller	07/02/2020	
	Enbridge Pipelines (Beaver Lodge) L.L.C.	Controller	07/02/2020	
	Enbridge Pipelines (Eastern Access) L.L.C.	Controller	07/02/2020	
	Enbridge Pipelines (FSP) L.L.C.	Controller	02/20/2020	
	Enbridge Pipelines (L3R) L.L.C.	Controller	07/02/2020	
	Enbridge Pipelines (Lakehead) L.L.C.	Controller	07/02/2020	
	Enbridge Pipelines (Louisiana CO2), LLC	Controller	06/13/2024	
	Enbridge Pipelines (Mainline Expansion) L.L.C.	Controller	07/02/2020	
	Enbridge Pipelines (Ozark) L.L.C.	Controller	07/02/2020	
	Enbridge Pipelines (Southern Lights) L.L.C.	Controller	06/27/2019	
	Enbridge Pipelines (Toledo) Inc.	Controller	09/06/2019	
	Enbridge Power Development (U.S.), LLC	Controller	05/31/2022	
	Enbridge PSNC Holdings II, LLC	Controller	10/01/2024	
	Enbridge PSNC Holdings, LLC	Controller	08/31/2023	
	Enbridge Questar Holdings II, LLC	Controller	06/03/2024	
	Enbridge Questar Holdings, LLC	Controller	08/31/2023	
	Enbridge Rail (Flanagan) L.L.C.	Controller	06/01/2020	
	Enbridge Rail (Philadelphia) L.L.C.	Controller	05/22/2020	
	Enbridge Renewable Holdings, L.L.C.	Controller	07/02/2020	
	Enbridge Risk Management (U.S.) L.L.C.	Controller	07/02/2020	
	Enbridge RNG (Longview), LLC	Controller	08/27/2023	
	Enbridge RNG (Sprout), LLC	Controller	11/01/2021	
	Enbridge Services (CMO) L.L.C.	Controller	07/02/2020	
	Enbridge Solar (Adams), LLC	Controller	06/07/2021	
	Enbridge Solar (Cass Lake), LLC	Controller	11/30/2021	
	Enbridge Solar (Deer River), LLC	Controller	11/30/2021	
	Enbridge Solar (Flanagan), LLC	Controller	05/10/2021	
	Enbridge Solar (Hoodwood), LLC	Controller	11/30/2021	
	Enbridge Solar (Orange Grove), LLC	Controller	06/07/2023	
	Enbridge Solar (Plummer), LLC	Controller	06/21/2022	
	Enbridge Solar (Portage), LLC	Controller	06/07/2021	
	Enbridge Solar (Sequoia I), LLC	Controller	09/27/2022	
	Enbridge Solar (Sequoia II), LLC	Controller	09/27/2022	
	Enbridge Solar (Vesper), LLC	Controller	06/07/2021	
	Enbridge Storage (Cushing) L.L.C.	Controller	07/02/2020	
	Enbridge Storage (North Dakota) L.L.C.	Controller	07/02/2020	
	Enbridge Transmission Holdings (U.S.) L.L.C.	Controller	03/04/2020	
	Enbridge Transportation (IL-OK) L.L.C.	Controller	07/02/2020	
	Enbridge Water Pipeline (Permian) L.L.C.	Controller	07/02/2020	
	Enbridge Wild Valley Holdings LLC	Controller	07/02/2020	
	Enbridge Wind (Red River), LLC	Controller	03/04/2024	
	Express Holdings (USA), LLC	Controller	07/31/2019	
	Express Pipeline LLC	Controller	07/31/2019	
	Flatland Solar Project, LLC	Controller	09/27/2022	
	Flatland Solar, LLC	Controller	09/27/2022	
	Garden Banks Gas Pipeline, LLC	Controller	04/01/2020	
	Gardian Renewables, LLC	Controller	01/02/2024	
	Gray Oak Pipeline, LLC	Controller	04/01/2023	
	Highland Pipeline Leasing, LLC	Controller	08/01/2019	
	Honey Creek Solar, LLC	Controller	09/27/2022	
	Hoosier Line Wind, LLC	Controller	09/27/2022	
	Illinois Extension Pipeline Company, L.L.C.	Controller	07/31/2020	
	Ingleside Clean Ammonia Partners, LLC	Controller	05/27/2023	
	IPL AP Holdings (U.S.A.) Inc.	Controller	09/06/2019	
	IPL AP NGL Holdings (U.S.A.) Inc.	Controller	09/06/2019	
	IPL Vector (U.S.A.) Inc.	Controller	09/06/2019	
	Keechi Holdings L.L.C.	Controller	07/02/2020	
	Keechi Wind, LLC	Controller	07/02/2020	
	Leaf River Wind, LLC	Controller	09/27/2022	
	M&N Management Company, LLC	Controller	07/31/2019	
	M&N Operating Company, LLC	Controller	07/31/2019	

Name	Entity	Title	Effective Date	End Date
	Manta Ray Offshore Gathering Company, L.L.C.	Controller	04/21/2020	
	Market Hub Partners Holding, LLC	Controller	07/31/2019	
	Melissa Renewables, LLC	Controller	01/02/2024	
	Mt Solar, LLC	Controller	11/13/2019	
	Midcoast Holdings, L.L.C.	Controller	07/02/2020	
	Midcoast OLP GP, L.L.C.	Controller	07/02/2020	
	Mississippi Canyon Gas Pipeline, LLC	Controller	04/01/2020	
	Moss Bluff Hub, LLC	Controller	07/31/2019	
	Nautilus Pipeline Company, L.L.C.	Controller	04/21/2020	
	Neptune Pipeline Company, L.L.C.	Controller	04/21/2020	
	New Creek Wind LLC	Controller	09/14/2020	
	North Dakota Pipeline Company LLC	Controller	07/02/2020	
	Oceanus Pipeline Company, LLC	Controller	04/14/2024	
	Pine Hill Renewables, LLC	Controller	01/02/2024	
	Platte Pipe Line Company, LLC	Controller	07/31/2019	
	Pomelo Connector, LLC	Controller	07/31/2019	
	Port Barre Investments, LLC	Controller	07/31/2019	
	PSNC Blue Ridge Corporation	Controller	10/01/2024	
	PSNC Cardinal Pipeline Company	Controller	10/01/2024	
	Public Service Company of North Carolina, Incorporated	Controller	10/01/2024	
	Questar Gas Company	Controller	06/03/2024	
	Questar InfoComm, Inc.	Controller	06/03/2024	
	Sabal Trail Management, LLC	Controller	07/31/2019	
	Saltville Gas Storage Company L.L.C.	Controller	07/31/2019	
	SESH Sub Inc.	Controller	07/31/2019	
	Silver State Solar Power North, LLC	Controller	09/14/2020	
	Southern Lights Holdings, L.L.C.	Controller	06/27/2019	
	Spectra Algonquin Holdings, LLC	Controller	07/31/2019	
	Spectra Algonquin Management, LLC	Controller	07/31/2019	
	Spectra Energy Administrative Services, LLC	Controller	07/31/2019	
	Spectra Energy Aerial Patrol, LLC	Controller	07/31/2019	
	Spectra Energy Capital Funding, Inc.	Director	07/31/2019	
	Spectra Energy Capital Funding, Inc.	Controller	07/31/2019	
	Spectra Energy Capital, LLC	Controller	07/31/2019	
	Spectra Energy County Line, LLC	Controller	07/31/2019	
	Spectra Energy Cross Border, LLC	Controller	07/31/2019	
	Spectra Energy DEFS Holding II, LLC	Controller	07/31/2019	
	Spectra Energy DEFS Holding, LLC	Controller	07/31/2019	
	Spectra Energy Generation Pipeline Management, LLC	Controller	02/04/2020	
	Spectra Energy LNG Sales, LLC	Controller	07/31/2019	
	Spectra Energy NEXUS Management, LLC	Controller	07/31/2019	
	Spectra Energy Operating Company, LLC	Controller	07/31/2019	
	Spectra Energy Partners Atlantic Region NewCo, LLC	Controller	07/31/2019	
	Spectra Energy Partners GP, LLC	Controller	07/29/2019	
	Spectra Energy Partners Sabal Trail Transmission, LLC	Controller	07/31/2019	
	Spectra Energy Services, LLC	Controller	07/31/2019	
	Spectra Energy Southeast Services, LLC	Controller	07/31/2019	
	Spectra Energy Southeast Supply Header, LLC	Controller	07/31/2019	
	Spectra Energy Transmission II, LLC	Controller	07/31/2019	
	Spectra Energy Transmission Resources, LLC	Controller	07/31/2019	
	Spectra Energy Transmission Services, LLC	Controller	07/31/2019	
	Spectra Energy Transmission, LLC	Controller	07/31/2019	
	Spectra Energy Transport and Trading Company, LLC	Controller	07/31/2019	
	Spectra Energy VCP Holdings, LLC	Controller	07/31/2019	
	Spectra Energy Westheimer, LLC	Controller	07/31/2019	
	Spectra Energy, LLC	Controller	07/31/2019	
	Spectra NEXUS Gas Transmission, LLC	Controller	07/31/2019	
	Sugar Loaf Renewable Energy Project, LLC	Controller	09/27/2022	
	Texas COLT LLC	Controller	07/02/2020	
	Texas Eastern Communications, LLC	Controller	07/31/2019	
	Texas Eastern Terminal Co, LLC	Controller	07/31/2019	
	TGE Colorado 224, LLC	Controller	09/27/2022	
	TGE Idaho 221, LLC	Controller	09/27/2022	
	TGE Illinois 181, LLC	Controller	09/27/2022	
	TGE Illinois 211, LLC	Controller	09/27/2022	
	TGE Illinois 226, LLC	Controller	09/27/2022	
	TGE Indiana 191, LLC	Controller	09/27/2022	
	TGE Indiana 192, LLC	Controller	09/27/2022	
	TGE Indiana 231, LLC	Controller	04/20/2023	
	TGE Nevada 223, LLC	Controller	09/27/2022	
	TGE Pennsylvania 203, LLC	Controller	09/27/2022	
	TGE Texas 213, LLC	Controller	09/27/2022	
	TGE Virginia 195, LLC	Controller	09/27/2022	
	TGE Wyoming 212, LLC	Controller	09/27/2022	
	TGE Wyoming 222, LLC	Controller	09/27/2022	
	TGE Wyoming 225, LLC	Controller	09/27/2022	
	The East Ohio Gas Company	Controller	03/07/2024	
	Tres Palacios Gas Storage LLC	Controller	04/03/2023	
	Tres Palacios Holdings LLC	Controller	04/03/2023	
	Tres Palacios Midstream, LLC	Controller	04/03/2023	
	Tri Global Energy Properties, LLC	Controller	09/27/2022	
	Tri Global Energy, LLC	Controller	09/27/2022	
	Tri Global Holdings, LLC	Controller	09/27/2022	
	Tri-State Holdings, LLC	Controller	07/02/2020	
	Valley Crossing Pipeline, LLC	Controller	07/31/2019	
	Vermilion Grove Wind, LLC	Controller	09/27/2022	
	Water Valley Wind Energy, LLC	Controller	09/27/2022	
	Westcoast Energy (U.S.) LLC	Controller	07/31/2019	
	Wexpro Company	Controller	06/03/2024	
	Wexpro Development Company	Controller	06/03/2024	
	Wexpro II Company	Controller	06/03/2024	
	Wexpro Services Co.	Controller	06/03/2024	
	Woodford Wind Holding, LLC	Controller	09/27/2022	
	Wrinkler Pipeline, L.L.C.	Controller	07/02/2020	

Name	Entity	Title	Effective Date	End Date
Cis, Lee Ann	5679 Cherry Lane, LLC	Assistant Corporate Secretary	07/02/2020	
	Appaloosa Run Renewable Energy Project, LLC	Assistant Corporate Secretary	09/27/2022	
	Atlantis Offshore, LLC	Assistant Secretary	07/10/2020	
	Bakken Pipeline Company LLC	Assistant Corporate Secretary	07/02/2020	
	Blue Cloud Renewable Energy Project, LLC	Assistant Corporate Secretary	09/27/2022	
	Cambrian Energy/South-Tex Fort Smith Treaters, LLC	Assistant Corporate Secretary	01/02/2024	
	Canyon Wind Farm II, LLC	Assistant Corporate Secretary	09/27/2022	
	Canyon Wind Farm, LLC	Assistant Corporate Secretary	09/27/2022	
	Canyon Wind Project, LLC	Assistant Corporate Secretary	09/27/2022	
	CCPS Transportation, LLC	Assistant Corporate Secretary	07/02/2020	
	CCWF III, LLC	Assistant Corporate Secretary	09/27/2022	
	Cedar Point Wind, LLC	Assistant Corporate Secretary	09/14/2020	
	Chapman Ranch Wind I, LLC	Assistant Corporate Secretary	07/02/2020	
	CJ III Blue Cloud Wind Energy II LLC	Assistant Corporate Secretary	09/27/2022	
	Clear Fork Creek Solar LLC	Assistant Corporate Secretary	09/27/2024	
	Cone Renewable Energy Project, LLC	Assistant Corporate Secretary	09/27/2022	
	East Texas Renewables, LLC	Assistant Corporate Secretary	01/02/2024	
	Easter Renewable Energy Project, LLC	Assistant Corporate Secretary	09/27/2022	
	Eddystone Rail Company, LLC		07/02/2020	
	Edinburg Renewables, LLC	Assistant Corporate Secretary	01/02/2024	
	EIF US Holdings Inc.	Assistant Corporate Secretary	07/02/2020	
	Enbridge (Houston Oil Terminal) LLC	Assistant Corporate Secretary	07/02/2020	
	Enbridge (Spot) LLC	Assistant Corporate Secretary	07/02/2020	
	Enbridge (U.S.) Gas Distribution, LLC	Assistant Corporate Secretary	03/07/2024	
	Enbridge (U.S.) Inc.	Assistant Corporate Secretary	07/10/2020	
	Enbridge Alliance (U.S.) Management LLC	Assistant Corporate Secretary	07/02/2020	
	Enbridge Alternative Fuel, LLC	Assistant Corporate Secretary	03/07/2024	
	Enbridge Aux Sable Products, Inc.	Assistant Corporate Secretary	07/02/2020	
	Enbridge Cactus II, LLC	Assistant Corporate Secretary	10/12/2021	
	Enbridge Clean Energy Enterprises Inc.	Assistant Corporate Secretary	10/01/2024	
	Enbridge Employee Services, Inc.	Assistant Corporate Secretary	07/02/2020	
	Enbridge Energy Company, Inc.	Assistant Corporate Secretary	07/10/2020	
	Enbridge Energy Management, L.L.C.	Assistant Corporate Secretary	07/02/2020	
	Enbridge EOG Holdings II Corporation	Assistant Corporate Secretary	03/07/2024	
	Enbridge EOG Holdings, LLC	Assistant Corporate Secretary	08/31/2023	
	Enbridge Gas Projects, LLC	Assistant Corporate Secretary	06/03/2024	
	Enbridge Genoa U.S. Holdings, LLC	Assistant Corporate Secretary	08/31/2023	
	Enbridge Holdings (Chapman Ranch) L.L.C.	Assistant Corporate Secretary	07/02/2020	
	Enbridge Holdings (Clean Energy), LLC	Assistant Corporate Secretary	03/15/2023	
	Enbridge Holdings (DakTex) L.L.C.	Assistant Corporate Secretary	07/02/2020	
	Enbridge Holdings (Diver), LLC	Assistant Corporate Secretary	11/01/2023	
	Enbridge Holdings (Emerging Fuels), LLC	Assistant Corporate Secretary	04/10/2024	
	Enbridge Holdings (Frontier) Inc.	Assistant Corporate Secretary	07/02/2020	
	Enbridge Holdings (Grant Plains) L.L.C.	Assistant Corporate Secretary	07/02/2020	
	Enbridge Holdings (Gray Oak) LLC	Assistant Corporate Secretary	07/02/2020	
	Enbridge Holdings (Green Energy) L.L.C.	Assistant Corporate Secretary	07/02/2020	
	Enbridge Holdings (IDR) L.L.C.	Assistant Corporate Secretary	07/02/2020	
	Enbridge Holdings (LNG) L.L.C.	Assistant Corporate Secretary	07/02/2020	
	Enbridge Holdings (Mississippi) L.L.C.	Assistant Corporate Secretary	07/02/2020	
	Enbridge Holdings (Mustang) Inc.	Assistant Corporate Secretary	07/02/2020	
	Enbridge Holdings (New Creek) L.L.C.	Assistant Corporate Secretary	07/02/2020	
	Enbridge Holdings (New Energy) L.L.C.	Assistant Corporate Secretary	07/02/2020	
	Enbridge Holdings (Offshore) L.L.C.	Assistant Corporate Secretary	07/10/2020	
	Enbridge Holdings (Olympic) L.L.C.	Assistant Corporate Secretary	07/02/2020	
	Enbridge Holdings (Onstream CO2), LLC	Assistant Corporate Secretary	06/13/2024	
	Enbridge Holdings (Plummer) L.L.C.	Assistant Corporate Secretary	07/02/2020	
	Enbridge Holdings (Power) L.L.C.	Assistant Corporate Secretary	07/02/2020	
	Enbridge Holdings (RNG), LLC	Assistant Corporate Secretary	11/01/2023	
	Enbridge Holdings (Seaway) L.L.C.	Assistant Corporate Secretary	08/18/2020	
	Enbridge Holdings (Texas COLT) LLC	Assistant Corporate Secretary	07/02/2020	
	Enbridge Holdings (Tomorrow RNG), LLC	Assistant Corporate Secretary	11/01/2023	
	Enbridge Holdings (Trunkline) L.L.C.	Assistant Corporate Secretary	07/02/2020	
	Enbridge Holdings (U.S.) L.L.C.	Assistant Corporate Secretary	07/02/2020	
	Enbridge Holdings (USGC) LLC	Assistant Corporate Secretary	07/10/2020	
	Enbridge Hydrogen (Mach2), LLC	Assistant Corporate Secretary	04/10/2024	
	Enbridge Ingleside Cactus II Holdings, LLC	Assistant Corporate Secretary	10/12/2021	
	Enbridge Ingleside Energy Center, LLC	Assistant Corporate Secretary	10/12/2021	
	Enbridge Ingleside Holdings, LLC	Assistant Corporate Secretary	10/12/2021	
	Enbridge Ingleside LPG Pipeline, LLC	Assistant Corporate Secretary	10/12/2021	
	Enbridge Ingleside LPG Terminal, LLC	Assistant Corporate Secretary	10/12/2021	
	Enbridge Ingleside Oil Pipeline, LLC	Assistant Corporate Secretary	10/12/2021	
	Enbridge Ingleside Oil Terminal, LLC	Assistant Corporate Secretary	10/12/2021	
	Enbridge Ingleside Operating, LLC	Assistant Corporate Secretary	10/12/2021	
	Enbridge Ingleside Terminal Services, LLC	Assistant Corporate Secretary	10/12/2021	
	Enbridge Ingleside, LLC	Assistant Corporate Secretary	10/12/2021	
	Enbridge Investment (Chapman Ranch) L.L.C.	Assistant Corporate Secretary	07/02/2020	
	Enbridge Investment (Fox Squirrel) L.L.C.	Assistant Corporate Secretary	10/09/2023	
	Enbridge Investment (Grant Plains) L.L.C.	Assistant Corporate Secretary	07/02/2020	
	Enbridge Investment (New Creek) L.L.C.	Assistant Corporate Secretary	07/02/2020	
	Enbridge Investment (Plummer) L.L.C.	Assistant Corporate Secretary	07/02/2020	
	Enbridge Midstream Operating, LLC	Assistant Corporate Secretary	10/12/2021	
	Enbridge Offshore (Destin) L.L.C.	Assistant Secretary	07/10/2020	
	Enbridge Offshore (Gas Gathering) L.L.C.	Assistant Secretary	07/10/2020	
	Enbridge Offshore (Gas Transmission) L.L.C.	Assistant Secretary	07/10/2020	
	Enbridge Offshore (Neptune Holdings) Inc.	Assistant Secretary	07/10/2020	
	Enbridge Offshore (Oceanus), LLC	Assistant Secretary	11/29/2023	
	Enbridge Offshore Facilities, LLC	Assistant Secretary	07/10/2020	
	Enbridge Offshore Pipelines, L.L.C.	Assistant Secretary	07/10/2020	
	Enbridge Operating Services, L.L.C.	Assistant Corporate Secretary	07/02/2020	
	Enbridge Pipelines (Alberta Clipper) L.L.C.	Assistant Corporate Secretary	07/02/2020	
	Enbridge Pipelines (Beaver Lodge) L.L.C.	Assistant Corporate Secretary	07/02/2020	
	Enbridge Pipelines (Eastern Access) L.L.C.	Assistant Corporate Secretary	07/02/2020	
	Enbridge Pipelines (FSP) L.L.C.	Assistant Corporate Secretary	07/02/2020	
	Enbridge Pipelines (L3R) L.L.C.	Assistant Corporate Secretary	07/02/2020	
	Enbridge Pipelines (Lakehead) L.L.C.	Assistant Corporate Secretary	07/02/2020	
	Enbridge Pipelines (Louisiana CO2), LLC	Assistant Corporate Secretary	06/13/2024	
	Enbridge Pipelines (Mainline Expansion) L.L.C.	Assistant Corporate Secretary	07/02/2020	
	Enbridge Pipelines (Ozark) L.L.C.	Assistant Corporate Secretary	07/02/2020	
	Enbridge Pipelines (Southern Lights) L.L.C.	Assistant Corporate Secretary	07/02/2020	
	Enbridge Pipelines (Toledo) Inc.	Assistant Corporate Secretary	07/02/2020	
	Enbridge Power Development (U.S.), LLC	Assistant Corporate Secretary	05/31/2022	
	Enbridge PSNC Holdings II, LLC	Assistant Corporate Secretary	10/01/2024	
	Enbridge PSNC Holdings, LLC	Assistant Corporate Secretary	08/31/2023	
	Enbridge Questar Holdings II, LLC	Assistant Corporate Secretary	06/03/2024	
	Enbridge Questar Holdings, LLC	Assistant Corporate Secretary	08/31/2023	
	Enbridge Rail (Flanagan) L.L.C.	Assistant Corporate Secretary	06/01/2020	
	Enbridge Rail (Philadelphia) L.L.C.	Assistant Corporate Secretary	03/15/2021	

Name	Entity	Title	Effective Date	End Date
	Enbridge Renewable Holdings, L.L.C.	Assistant Corporate Secretary	07/02/2020	
	Enbridge Renewable Investments, L.L.C.	Assistant Secretary	11/19/2020	
	Enbridge Risk Management (U.S.) L.L.C.	Assistant Corporate Secretary	07/02/2020	
	Enbridge RNG (Longview), LLC	Assistant Corporate Secretary	11/01/2023	
	Enbridge RNG (Sprout), LLC	Assistant Corporate Secretary	11/01/2021	
	Enbridge Services (CMD) L.L.C.	Assistant Corporate Secretary	07/02/2020	
	Enbridge Solar (Adams), LLC	Assistant Corporate Secretary	06/07/2021	
	Enbridge Solar (Cass Lake), LLC	Assistant Corporate Secretary	11/30/2021	
	Enbridge Solar (Deer River), LLC	Assistant Corporate Secretary	11/30/2021	
	Enbridge Solar (Flanagan), LLC	Assistant Corporate Secretary	05/10/2021	
	Enbridge Solar (Floodwood), LLC	Assistant Corporate Secretary	11/30/2021	
	Enbridge Solar (Orange Grove), LLC	Assistant Corporate Secretary	06/07/2023	
	Enbridge Solar (Plummer), LLC	Assistant Corporate Secretary	06/21/2022	
	Enbridge Solar (Portage), LLC	Assistant Corporate Secretary	06/07/2021	
	Enbridge Solar (Sequoia I), LLC	Assistant Corporate Secretary	09/27/2022	
	Enbridge Solar (Sequoia II), LLC	Assistant Corporate Secretary	09/27/2022	
	Enbridge Solar (Vesper), LLC	Assistant Corporate Secretary	06/07/2021	
	Enbridge Storage (Cushing) L.L.C.	Assistant Corporate Secretary	07/02/2020	
	Enbridge Storage (North Dakota) L.L.C.	Assistant Corporate Secretary	07/02/2020	
	Enbridge Storage (Patoka) L.L.C.	Assistant Corporate Secretary	07/02/2020	
	Enbridge Transmission Holdings (U.S.) L.L.C.	Assistant Corporate Secretary	07/02/2020	
	Enbridge Transportation (IL-OK) L.L.C.	Assistant Corporate Secretary	07/02/2020	
	Enbridge Water Pipeline (Permian) L.L.C.	Assistant Corporate Secretary	07/02/2020	
	Enbridge Wild Valley Holdings LLC	Assistant Corporate Secretary	07/02/2020	
	Enbridge Wind (Red River), LLC	Assistant Corporate Secretary	03/04/2024	
	Flatland Solar Project, LLC	Assistant Corporate Secretary	09/27/2022	
	Flatland Solar, LLC	Assistant Corporate Secretary	09/27/2022	
	Garden Banks Gas Pipeline, LLC	Assistant Secretary	07/10/2020	
	Garland Renewables, LLC	Assistant Corporate Secretary	01/02/2024	
	Gray Oak Pipeline, LLC	Assistant Corporate Secretary	04/01/2023	
	Honey Creek Solar, LLC	Assistant Corporate Secretary	09/27/2022	
	Hoosier Line Wind, LLC	Assistant Corporate Secretary	09/27/2022	
	Illinois Extension Pipeline Company, L.L.C.	Assistant Corporate Secretary	07/31/2020	
	Ingleside Clean Ammonia Partners, LLC	Assistant Corporate Secretary	05/22/2023	
	IPL AP Holdings (U.S.A.) Inc.	Assistant Corporate Secretary	07/02/2020	
	IPL AP NGL Holdings (U.S.A.) Inc.	Assistant Corporate Secretary	07/02/2020	
	IPL Vector (U.S.A.) Inc.	Assistant Corporate Secretary	07/02/2020	
	Keechi Holdings L.L.C.	Assistant Corporate Secretary	07/02/2020	
	Keechi Wind, LLC	Assistant Corporate Secretary	07/02/2020	
	Leaf River Wind, LLC	Assistant Corporate Secretary	09/27/2022	
	Manta Ray Offshore Gathering Company, L.L.C.	Assistant Secretary	07/10/2020	
	MarEn Bakken Company LLC	Assistant Corporate Secretary	07/15/2020	
	Melissa Renewables, LLC	Assistant Corporate Secretary	01/02/2024	
	Midcoast Holdings, L.L.C.	Assistant Corporate Secretary	07/02/2020	
	Midcoast OLF GP, L.L.C.	Assistant Corporate Secretary	07/02/2020	
	Mississippi Canyon Gas Pipeline, LLC	Assistant Secretary	07/10/2020	
	Nautilus Pipeline Company, L.L.C.	Assistant Secretary	07/10/2020	
	Neptune Pipeline Company, L.L.C.	Assistant Secretary	07/10/2020	
	New Creek Wind LLC	Assistant Corporate Secretary	09/14/2020	
	North Dakota Pipeline Company LLC	Assistant Corporate Secretary	07/02/2020	
	Oceanus Pipeline Company, LLC	Assistant Secretary	04/14/2024	
	Pine Hill Renewables, LLC	Assistant Corporate Secretary	01/02/2024	
	PSNC Blue Ridge Corporation	Assistant Corporate Secretary	10/01/2024	
	PSNC Cardinal Pipeline Company	Assistant Corporate Secretary	10/01/2024	
	Public Service Company of North Carolina, Incorporated	Assistant Corporate Secretary	10/01/2024	
	Questar Gas Company	Assistant Corporate Secretary	06/03/2024	
	Questar InfoComm, Inc.	Assistant Corporate Secretary	06/03/2024	
	Silver State Solar Power North, LLC	Assistant Corporate Secretary	09/14/2020	
	Southern Lights Holdings, L.L.C.	Assistant Corporate Secretary	07/02/2020	
	Spectra Energy Partners GP, LLC	Assistant Corporate Secretary	07/10/2020	
	Sugar Loaf Renewable Energy Project, LLC	Assistant Corporate Secretary	09/27/2022	
	Texas COLT LLC	Assistant Corporate Secretary	07/02/2020	
	TGE Colorado 224, LLC	Assistant Corporate Secretary	09/27/2022	
	TGE Idaho 221, LLC	Assistant Corporate Secretary	09/27/2022	
	TGE Illinois 181, LLC	Assistant Corporate Secretary	09/27/2022	
	TGE Illinois 211, LLC	Assistant Corporate Secretary	09/27/2022	
	TGE Illinois 226, LLC	Assistant Corporate Secretary	09/27/2022	
	TGE Indiana 191, LLC	Assistant Corporate Secretary	09/27/2022	
	TGE Indiana 192, LLC	Assistant Corporate Secretary	09/27/2022	
	TGE Indiana 231, LLC	Assistant Corporate Secretary	04/20/2023	
	TGE Nevada 223, LLC	Assistant Corporate Secretary	09/27/2022	
	TGE Pennsylvania 203, LLC	Assistant Corporate Secretary	09/27/2022	
	TGE Texas 213, LLC	Assistant Corporate Secretary	09/27/2022	
	TGE Virginia 195, LLC	Assistant Corporate Secretary	09/27/2022	
	TGE Wyoming 212, LLC	Assistant Corporate Secretary	09/27/2022	
	TGE Wyoming 222, LLC	Assistant Corporate Secretary	09/27/2022	
	TGE Wyoming 225, LLC	Assistant Corporate Secretary	09/27/2022	
	The East Ohio Gas Company	Assistant Corporate Secretary	03/07/2024	
	Tidal Energy Marketing (U.S.) L.L.C.	Assistant Corporate Secretary	07/02/2020	
	Tri Global Energy Properties, LLC	Assistant Corporate Secretary	09/27/2022	
	Tri Global Energy, LLC	Assistant Corporate Secretary	09/27/2022	
	Tri Global Holdings, LLC	Assistant Corporate Secretary	09/27/2022	
	Tri-State Holdings, LLC	Assistant Corporate Secretary	07/02/2020	
	Vermilion Grove Wind, LLC	Assistant Corporate Secretary	09/27/2022	
	Water Valley Wind Energy, LLC	Assistant Corporate Secretary	09/27/2022	
	Wexpro Company	Assistant Corporate Secretary	06/03/2024	
	Wexpro Development Company	Assistant Corporate Secretary	06/03/2024	
	Wexpro II Company	Assistant Corporate Secretary	06/03/2024	
	Wexpro Services Co.	Assistant Corporate Secretary	06/03/2024	
	Woodford Wind Holding, LLC	Assistant Corporate Secretary	09/27/2022	
	Wrangler Pipeline, L.L.C.	Assistant Corporate Secretary	07/02/2020	
Gould, Jonathan E.	5679 Cherry Lane, LLC	Treasurer	03/01/2022	
	Appaloosa Run Renewable Energy Project, LLC	Treasurer	09/27/2022	
	Atlantis Offshore, LLC	Treasurer	03/07/2022	
	Bakken Pipeline Company LLC	Treasurer	03/01/2022	
	Big Sandy Pipeline, LLC	Treasurer	03/01/2022	
	Blue Cloud Renewable Energy Project, LLC	Treasurer	09/27/2022	
	Brazoria Interconnector Gas Pipeline LLC	Treasurer	03/01/2022	
	Cambrian Energy/South-Tex Fort Smith Treaters, LLC	Treasurer	01/02/2024	
	Canyon Wind Farm II, LLC	Treasurer	09/27/2022	
	Canyon Wind Farm, LLC	Treasurer	09/27/2022	
	Canyon Wind Project, LLC	Treasurer	09/27/2022	
	CCPS Transportation, LLC	Treasurer	03/01/2022	
	CCWF III, LLC	Treasurer	09/27/2022	
	Cedar Point Wind, LLC	Treasurer	03/04/2022	
	Chapman Ranch Wind I, LLC	Treasurer	03/01/2022	

Name	Entity	Title	Effective Date	End Date
	CJ III Blue Cloud Wind Energy II LLC	Treasurer	09/27/2022	
	Clear Fork Creek Solar LLC	Treasurer	09/27/2024	
	Cone Renewable Energy Project, LLC	Treasurer	09/27/2022	
	Copiah Storage, LLC	Treasurer	03/01/2022	
	East Tennessee Natural Gas, LLC	Treasurer	03/01/2022	
	East Texas Renewables, LLC	Treasurer	01/02/2024	
	Easter Renewable Energy Project, LLC	Treasurer	09/27/2022	
	Eddystone Rail Company, LLC	Treasurer	03/01/2022	
	Edinburg Renewables, LLC	Treasurer	01/02/2024	
	Egan Hub Storage, LLC	Treasurer	03/01/2022	
	EIF US Holdings Inc.	Treasurer	03/01/2022	
	Enbridge (Houston Oil Terminal) LLC	Treasurer	03/01/2022	
	Enbridge (Spot) LLC	Treasurer	03/01/2022	
	Enbridge (U.S.) Gas Distribution, LLC	Treasurer	03/07/2024	
	Enbridge (U.S.) Inc.	Treasurer	03/01/2022	
	Enbridge Alliance (U.S.) Management LLC	Treasurer	03/01/2022	
	Enbridge Alternative Fuel, LLC	Treasurer	03/07/2024	
	Enbridge Aux Sable Products, Inc.	Treasurer	03/01/2022	
	Enbridge Cactus II, LLC	Treasurer	03/01/2022	
	Enbridge Clean Energy Enterprises Inc.	Treasurer	10/01/2024	
	Enbridge Employee Services, Inc.	Treasurer	03/01/2022	
	Enbridge Energy Company, Inc.	Treasurer	03/01/2022	
	Enbridge Energy Management, L.L.C.	Treasurer	03/01/2022	
	Enbridge EOG Holdings II Corporation	Treasurer	03/07/2024	
	Enbridge EOG Holdings, LLC	Treasurer	08/31/2023	
	Enbridge Gas Projects, LLC	Treasurer	06/03/2024	
	Enbridge Genoa U.S. Holdings, LLC	Treasurer	08/31/2023	
	Enbridge Holdings (Chapman Ranch) L.L.C.	Treasurer	03/01/2022	
	Enbridge Holdings (Clean Energy), LLC	Treasurer	03/15/2023	
	Enbridge Holdings (DakTex) L.L.C.	Treasurer	03/01/2022	
	Enbridge Holdings (Divert), LLC	Treasurer	02/23/2023	
	Enbridge Holdings (Emerging Fuels), LLC	Treasurer	04/10/2024	
	Enbridge Holdings (Frontier) Inc.	Treasurer	03/01/2022	
	Enbridge Holdings (Grant Plains) L.L.C.	Treasurer	03/01/2022	
	Enbridge Holdings (Gray Oak) LLC	Treasurer	03/01/2022	
	Enbridge Holdings (Green Energy) L.L.C.	Treasurer	03/01/2022	
	Enbridge Holdings (IDR) L.L.C.	Treasurer	03/01/2022	
	Enbridge Holdings (Lightning), LLC	Treasurer	08/28/2024	
	Enbridge Holdings (LNG) L.L.C.	Treasurer	03/01/2022	
	Enbridge Holdings (Mississippi) L.L.C.	Treasurer	03/01/2022	
	Enbridge Holdings (Multiply), LLC	Treasurer	01/26/2024	
	Enbridge Holdings (Mustang) Inc.	Treasurer	03/01/2022	
	Enbridge Holdings (New Creek) L.L.C.	Treasurer	03/01/2022	
	Enbridge Holdings (New Energy) L.L.C.	Treasurer	03/01/2022	
	Enbridge Holdings (Offshore) L.L.C.	Treasurer	03/01/2022	
	Enbridge Holdings (Olympic) L.L.C.	Treasurer	03/01/2022	
	Enbridge Holdings (Onstream CO2), LLC	Treasurer	06/13/2024	
	Enbridge Holdings (Plummer) L.L.C.	Treasurer	03/01/2022	
	Enbridge Holdings (Power) L.L.C.	Treasurer	03/01/2022	
	Enbridge Holdings (RNG), LLC	Treasurer	02/23/2023	
	Enbridge Holdings (Seaway) L.L.C.	Treasurer	03/01/2022	
	Enbridge Holdings (Texas COLT) LLC	Treasurer	03/01/2022	
	Enbridge Holdings (Tomorrow RNG), LLC	Treasurer	10/06/2023	
	Enbridge Holdings (Trunkline) L.L.C.	Treasurer	03/01/2022	
	Enbridge Holdings (U.S.) L.L.C.	Treasurer	03/01/2022	
	Enbridge Holdings (USGC) LLC	Treasurer	03/01/2022	
	Enbridge Hydrogen (Mach2), LLC	Treasurer	04/10/2024	
	Enbridge Ingleside Cactus II Holdings, LLC	Treasurer	03/01/2022	
	Enbridge Ingleside Energy Center, LLC	Treasurer	03/01/2022	
	Enbridge Ingleside Holdings, LLC	Treasurer	03/01/2022	
	Enbridge Ingleside LPG Pipeline, LLC	Treasurer	03/01/2022	
	Enbridge Ingleside LPG Terminal, LLC	Treasurer	03/01/2022	
	Enbridge Ingleside Oil Pipeline, LLC	Treasurer	03/01/2022	
	Enbridge Ingleside Oil Terminal, LLC	Treasurer	03/01/2022	
	Enbridge Ingleside Operating, LLC	Treasurer	03/01/2022	
	Enbridge Ingleside Terminal Services, LLC	Treasurer	03/01/2022	
	Enbridge Ingleside, LLC	Treasurer	03/01/2022	
	Enbridge Investment (Chapman Ranch) L.L.C.	Treasurer	03/01/2022	
	Enbridge Investment (Fox Squirrel) L.L.C.	Treasurer	10/09/2023	
	Enbridge Investment (Grant Plains) L.L.C.	Treasurer	03/01/2022	
	Enbridge Investment (New Creek) L.L.C.	Treasurer	03/01/2022	
	Enbridge Investment (Plummer) L.L.C.	Treasurer	03/01/2022	
	Enbridge Midstream Operating, LLC	Treasurer	03/01/2022	
	Enbridge Offshore (Destin) L.L.C.	Treasurer	03/01/2022	
	Enbridge Offshore (Gas Gathering) L.L.C.	Treasurer	03/01/2022	
	Enbridge Offshore (Gas Transmission) L.L.C.	Treasurer	03/01/2022	
	Enbridge Offshore (Neptune Holdings) Inc.	Treasurer	03/01/2022	
	Enbridge Offshore (Oceanus), LLC	Treasurer	11/29/2023	
	Enbridge Offshore Facilities, LLC	Treasurer	03/01/2022	
	Enbridge Offshore Pipelines, L.L.C.	Treasurer	03/01/2022	
	Enbridge Operating Services, L.L.C.	Treasurer	03/01/2022	
	Enbridge Pipelines (Alberta Clipper) L.L.C.	Treasurer	03/01/2022	
	Enbridge Pipelines (Beaver Lodge) L.L.C.	Treasurer	03/01/2022	
	Enbridge Pipelines (Eastern Access) L.L.C.	Treasurer	03/01/2022	
	Enbridge Pipelines (FSP) L.L.C.	Treasurer	03/01/2022	
	Enbridge Pipelines (L3R) L.L.C.	Treasurer	03/01/2022	
	Enbridge Pipelines (Lakehead) L.L.C.	Treasurer	03/01/2022	
	Enbridge Pipelines (Louisiana CO2), LLC	Treasurer	06/13/2024	
	Enbridge Pipelines (Mainline Expansion) L.L.C.	Treasurer	03/01/2022	
	Enbridge Pipelines (Ozark) L.L.C.	Treasurer	03/01/2022	
	Enbridge Pipelines (Southern Lights) L.L.C.	Treasurer	03/01/2022	
	Enbridge Pipelines (Toledo) Inc.	Treasurer	03/01/2022	
	Enbridge Power Development (U.S.), LLC	Treasurer	05/31/2022	
	Enbridge PSNC Holdings II, LLC	Treasurer	10/01/2024	
	Enbridge PSNC Holdings, LLC	Treasurer	08/31/2023	
	Enbridge Questar Holdings II, LLC	Treasurer	06/03/2024	
	Enbridge Questar Holdings, LLC	Treasurer	08/31/2023	
	Enbridge Rail (Flanagan) L.L.C.	Treasurer	03/01/2022	
	Enbridge Rail (Philadelphia) L.L.C.	Treasurer	03/01/2022	
	Enbridge Renewable Holdings, L.L.C.	Treasurer	03/01/2022	
	Enbridge Renewable Investments, L.L.C.	Treasurer	03/01/2022	
	Enbridge Risk Management (U.S.) L.L.C.	Treasurer	03/01/2022	
	Enbridge RNG (Longview), LLC	Treasurer	08/22/2023	
	Enbridge RNG (Sprout), LLC	Treasurer	03/01/2022	
	Enbridge Services (CMO) L.L.C.	Treasurer	03/01/2022	
	Enbridge Solar (Adams), LLC	Treasurer	03/01/2022	
	Enbridge Solar (Cass Lake), LLC	Treasurer	03/01/2022	
	Enbridge Solar (Deer River), LLC	Treasurer	03/01/2022	

Name	Entity	Title	Effective Date	End Date
	Enbridge Solar (Flanagan), LLC	Treasurer	03/01/2022	
	Enbridge Solar (Floodwood), LLC	Treasurer	03/01/2022	
	Enbridge Solar (Orange Grove), LLC	Treasurer	06/07/2023	
	Enbridge Solar (Plummer), LLC	Treasurer	06/21/2022	
	Enbridge Solar (Portage), LLC	Treasurer	03/01/2022	
	Enbridge Solar (Sequoia I), LLC	Treasurer	09/27/2022	
	Enbridge Solar (Sequoia II), LLC	Treasurer	09/27/2022	
	Enbridge Solar (Vesper), LLC	Treasurer	03/01/2022	
	Enbridge Storage (Cushing) L.L.C.	Treasurer	03/01/2022	
	Enbridge Storage (North Dakota) L.L.C.	Treasurer	03/01/2022	
	Enbridge Transmission Holdings (U.S.) L.L.C.	Treasurer	03/01/2022	
	Enbridge Transportation (IL-OK) L.L.C.	Treasurer	03/01/2022	
	Enbridge Water Pipeline (Permian) L.L.C.	Treasurer	03/01/2022	
	Enbridge Wild Valley Holdings LLC	Treasurer	03/01/2022	
	Enbridge Wind (Red River), LLC	Treasurer	03/04/2024	
	Express Holdings (USA), LLC	Treasurer	03/01/2022	
	Express Pipeline LLC	Treasurer	03/01/2022	
	Flatland Solar Project, LLC	Treasurer	09/27/2022	
	Flatland Solar, LLC	Treasurer	09/27/2022	
	Garden Banks Gas Pipeline, LLC	Treasurer	03/01/2022	
	Garland Renewables, LLC	Treasurer	01/02/2024	
	Gray Oak Pipeline, LLC	Treasurer	04/01/2023	
	Highland Pipeline Leasing, LLC	Treasurer	03/01/2022	
	Honey Creek Solar, LLC	Treasurer	09/27/2022	
	Hoosier Line Wind, LLC	Treasurer	09/27/2022	
	Illinois Extension Pipeline Company, L.L.C.	Treasurer	03/07/2022	
	Ingleside Clean Ammonia Partners, LLC	Treasurer	05/22/2023	
	iPL AP Holdings (U.S.A.) Inc.	Treasurer	03/01/2022	
	iPL AP NGL Holdings (U.S.A.) Inc.	Treasurer	03/01/2022	
	iPL Vector (U.S.A.) Inc.	Treasurer	03/01/2022	
	Keechi Holdings L.L.C.	Treasurer	03/01/2022	
	Keechi Wind, LLC	Treasurer	03/01/2022	
	Leaf River Wind, LLC	Treasurer	09/27/2022	
	M&N Management Company, LLC	Treasurer	03/01/2022	
	M&N Operating Company, LLC	Treasurer	03/01/2022	
	Manta Ray Offshore Gathering Company, L.L.C.	Treasurer	03/07/2022	
	MarEn Bakken Company LLC	Treasurer	03/07/2022	
	MarTimes & Northeast Pipeline Management Ltd.	Treasurer	03/01/2022	
	Market Hub Partners Holding, LLC	Treasurer	03/01/2022	
	Melissa Renewables, LLC	Treasurer	01/02/2024	
	Mi Solar, LLC	Treasurer	03/01/2022	
	Midcoast Holdings, L.L.C.	Treasurer	03/01/2022	
	Midcoast OLP GP, L.L.C.	Treasurer	03/01/2022	
	Mississippi Canyon Gas Pipeline, LLC	Treasurer	03/01/2022	
	Moss Bluff Hub, LLC	Treasurer	03/01/2022	
	Nautilus Pipeline Company, L.L.C.	Treasurer	03/07/2022	
	Neptune Pipeline Company, L.L.C.	Treasurer	03/07/2022	
	New Creek Wind LLC	Treasurer	03/04/2022	
	North Dakota Pipeline Company LLC	Treasurer	03/01/2022	
	Oceanus Pipeline Company, LLC	Treasurer	04/14/2024	
	Pine Hill Renewables, LLC	Treasurer	01/02/2024	
	Platte Pipe Line Company, LLC	Treasurer	03/01/2022	
	Pomelo Connector, LLC	Treasurer	03/01/2022	
	Port Bare Investments, LLC	Treasurer	03/01/2022	
	PSNC Blue Ridge Corporation	Treasurer	10/01/2024	
	PSNC Cardinal Pipeline Company	Treasurer	10/01/2024	
	Public Service Company of North Carolina, Incorporated	Treasurer	10/01/2024	
	Questar Gas Company	Treasurer	06/03/2024	
	Questar InfoComm, Inc.	Treasurer	06/03/2024	
	Sabal Trail Management, LLC	Treasurer	03/01/2022	
	Salville Gas Storage Company L.L.C.	Treasurer	03/01/2022	
	SESH Sub Inc.	Treasurer	03/01/2022	
	Silver State Solar Power North, LLC	Treasurer	03/04/2022	
	South Texas Trail Pipeline, LLC	Treasurer	03/01/2022	
	Southern Lights Holdings, L.L.C.	Treasurer	03/01/2022	
	Spectra Algonquin Holdings, LLC	Treasurer	03/01/2022	
	Spectra Algonquin Management, LLC	Treasurer	03/01/2022	
	Spectra Energy Administrative Services, LLC	Treasurer	03/01/2022	
	Spectra Energy Aerial Patrol, LLC	Treasurer	03/01/2022	
	Spectra Energy Capital Funding, Inc.	Treasurer	03/01/2022	
	Spectra Energy Capital, LLC	Treasurer	03/01/2022	
	Spectra Energy County Line, LLC	Treasurer	03/01/2022	
	Spectra Energy Cross Border, LLC	Treasurer	03/01/2022	
	Spectra Energy DEFS Holding II, LLC	Treasurer	03/01/2022	
	Spectra Energy DEFS Holding, LLC	Treasurer	03/01/2022	
	Spectra Energy Field Services Canada Holdings, LLC	Treasurer	03/01/2022	
	Spectra Energy Generation Pipeline Management, LLC	Treasurer	03/01/2022	
	Spectra Energy Islander East Pipeline Company, L.L.C.	Treasurer	03/01/2022	
	Spectra Energy LNG Sales, LLC	Treasurer	03/01/2022	
	Spectra Energy Midwest Liquids Pipeline, LLC	Treasurer	03/01/2022	
	Spectra Energy NEXUS Management, LLC	Treasurer	03/01/2022	
	Spectra Energy Operating Company, LLC	Treasurer	03/01/2022	
	Spectra Energy Partners Atlantic Region NewCo, LLC	Treasurer	03/01/2022	
	Spectra Energy Partners GP, LLC	Treasurer	03/01/2022	
	Spectra Energy Partners Sabal Trail Transmission, LLC	Treasurer	03/01/2022	
	Spectra Energy Services, LLC	Treasurer	03/01/2022	
	Spectra Energy Southeast Services, LLC	Treasurer	03/01/2022	
	Spectra Energy Southeast Supply Header, LLC	Treasurer	03/01/2022	
	Spectra Energy Transmission II, LLC	Treasurer	03/01/2022	
	Spectra Energy Transmission Resources, LLC	Treasurer	03/01/2022	
	Spectra Energy Transmission Services, LLC	Treasurer	03/01/2022	
	Spectra Energy Transmission, LLC	Treasurer	03/01/2022	
	Spectra Energy Transport and Trading Company, LLC	Treasurer	03/01/2022	
	Spectra Energy VCP Holdings, LLC	Treasurer	03/01/2022	
	Spectra Energy Westheimer, LLC	Treasurer	03/01/2022	
	Spectra Energy, LLC	Treasurer	03/01/2022	
	Spectra NEXUS Gas Transmission, LLC	Treasurer	03/01/2022	
	Sugar Loaf Renewable Energy Project, LLC	Treasurer	09/27/2022	
	Texas COLT LLC	Treasurer	03/01/2022	
	Texas Eastern Communications, LLC	Treasurer	03/01/2022	
	Texas Eastern Terminal Co, LLC	Treasurer	03/01/2022	
	TGE Colorado 224, LLC	Treasurer	09/27/2022	
	TGE Idaho 221, LLC	Treasurer	09/27/2022	

Name	Entity	Title	Effective Date	End Date
	TGE Illinois 181, LLC	Treasurer	09/27/2022	
	TGE Illinois 211, LLC	Treasurer	09/27/2022	
	TGE Illinois 226, LLC	Treasurer	09/27/2022	
	TGE Indiana 191, LLC	Treasurer	09/27/2022	
	TGE Indiana 192, LLC	Treasurer	09/27/2022	
	TGE Indiana 231, LLC	Treasurer	04/20/2023	
	TGE Nevada 223, LLC	Treasurer	09/27/2022	
	TGE Pennsylvania 203, LLC	Treasurer	09/27/2022	
	TGE Texas 213, LLC	Treasurer	09/27/2022	
	TGE Virginia 195, LLC	Treasurer	09/27/2022	
	TGE Wyoming 212, LLC	Treasurer	09/27/2022	
	TGE Wyoming 222, LLC	Treasurer	09/27/2022	
	TGE Wyoming 225, LLC	Treasurer	09/27/2022	
	The East Ohio Gas Company	Treasurer	03/07/2024	
	Tidal Energy Marketing Inc.	Treasurer	03/01/2022	
	Tres Palacios Gas Storage LLC	Treasurer	04/03/2023	
	Tres Palacios Holdings LLC	Treasurer	04/03/2023	
	Tres Palacios Midstream, LLC	Treasurer	04/03/2023	
	Tri Global Energy Properties, LLC	Treasurer	09/27/2022	
	Tri Global Energy, LLC	Treasurer	09/27/2022	
	Tri Global Holdings, LLC	Treasurer	09/27/2022	
	Tri-State Holdings, LLC	Treasurer	03/01/2022	
	Valley Crossing Pipeline, LLC	Treasurer	03/01/2022	
	Vector Pipeline, LLC	Treasurer	03/01/2022	
	Vermilion Grove Wind, LLC	Treasurer	09/27/2022	
	Water Valley Wind Energy, LLC	Treasurer	09/27/2022	
	Westcoast Energy (U.S.) LLC	Treasurer	03/01/2022	
	Wexpro Company	Treasurer	06/03/2024	
	Wexpro Development Company	Treasurer	06/03/2024	
	Wexpro II Company	Treasurer	06/03/2024	
	Wexpro Services Co.	Treasurer	06/03/2024	
	Woodford Wind Holding, LLC	Treasurer	09/27/2022	
	Wrangler Pipeline, L.L.C.	Treasurer	03/01/2022	
Gray, Kelly L.	5679 Cherry Lane, LLC	Corporate Secretary	07/02/2020	
	Appaloosa Run Renewable Energy Project, LLC	Corporate Secretary	09/27/2022	
	Atlantis Offshore, LLC	Secretary	08/03/2018	
	Bakken Pipeline Company LLC	Corporate Secretary	07/02/2020	
	Big Sandy Pipeline, LLC	Corporate Secretary	12/13/2021	
	Blue Cloud Renewable Energy Project, LLC	Corporate Secretary	09/27/2022	
	Brazoria Interconnector Gas Pipeline LLC	Corporate Secretary	12/13/2021	
	Cambrian Energy/South-Tex Fort Smith Treaters, LLC	Corporate Secretary	01/02/2024	
	Canyon Wind Farm II, LLC	Corporate Secretary	09/27/2022	
	Canyon Wind Farm, LLC	Corporate Secretary	09/27/2022	
	Canyon Wind Project, LLC	Corporate Secretary	09/27/2022	
	CCPS Transportation, LLC	Corporate Secretary	07/02/2020	
	CCWF III, LLC	Corporate Secretary	09/27/2022	
	Cedar Point Wind, LLC	Corporate Secretary	10/30/2019	
	Chapman Ranch Wind I, LLC	Corporate Secretary	03/07/2019	
	CI III Blue Cloud Wind Energy II LLC	Corporate Secretary	09/27/2022	
	Clear Fork Creek Solar LLC	Corporate Secretary	09/27/2024	
	Cone Renewable Energy Project, LLC	Corporate Secretary	09/27/2022	
	Copiah Storage, LLC	Corporate Secretary	12/13/2021	
	East Tennessee Natural Gas, LLC	Corporate Secretary	12/13/2021	
	East Texas Renewables, LLC	Corporate Secretary	01/02/2024	
	Easter Renewable Energy Project, LLC	Corporate Secretary	09/27/2022	
	Eddystone Rail Company, LLC	Corporate Secretary	08/22/2018	
	Edinburg Renewables, LLC	Corporate Secretary	01/02/2024	
	Egan Hub Storage, LLC	Corporate Secretary	12/13/2021	
	EIF US Holdings Inc.	Corporate Secretary	09/07/2018	
	Enbridge (Houston Oil Terminal) LLC	Corporate Secretary	03/11/2020	
	Enbridge (Spot) LLC	Corporate Secretary	03/11/2020	
	Enbridge (U.S.) Gas Distribution, LLC	Corporate Secretary	03/07/2024	
	Enbridge (U.S.) Inc.	Corporate Secretary	08/17/2018	
	Enbridge Alliance (U.S.) Management LLC	Corporate Secretary	08/21/2018	
	Enbridge Alternative Fuel, LLC	Corporate Secretary	03/07/2024	
	Enbridge Aux Sable Products, Inc.	Corporate Secretary	09/07/2018	
	Enbridge Cactus II, LLC	Corporate Secretary	10/12/2021	
	Enbridge Clean Energy Enterprises Inc.	Corporate Secretary	10/01/2024	
	Enbridge Employee Services, Inc.	Corporate Secretary	06/10/2019	
	Enbridge Energy Company, Inc.	Corporate Secretary	08/03/2018	
	Enbridge Energy Management, L.L.C.	Corporate Secretary	08/03/2018	
	Enbridge EOG Holdings II Corporation	Corporate Secretary	03/07/2024	
	Enbridge EOG Holdings, LLC	Corporate Secretary	08/31/2023	
	Enbridge Gas Projects, LLC	Corporate Secretary	06/03/2024	
	Enbridge Genoa U.S. Holdings, LLC	Corporate Secretary	08/31/2023	
	Enbridge Holdings (Chapman Ranch) L.L.C.	Corporate Secretary	03/14/2019	
	Enbridge Holdings (Clean Energy), LLC	Corporate Secretary	03/15/2023	
	Enbridge Holdings (DakTex) L.L.C.	Corporate Secretary	07/02/2020	
	Enbridge Holdings (Divert), LLC	Corporate Secretary	02/23/2023	
	Enbridge Holdings (Emerging Fuels), LLC	Corporate Secretary	04/10/2024	
	Enbridge Holdings (Frontier) Inc.	Corporate Secretary	09/07/2018	
	Enbridge Holdings (Grant Plains) L.L.C.	Corporate Secretary	07/02/2020	
	Enbridge Holdings (Gray Oak) LLC	Corporate Secretary	10/31/2018	
	Enbridge Holdings (Green Energy) L.L.C.	Corporate Secretary	03/07/2019	
	Enbridge Holdings (IDR) L.L.C.	Corporate Secretary	07/02/2020	
	Enbridge Holdings (Lightning), LLC	Corporate Secretary	08/28/2024	
	Enbridge Holdings (LNG) L.L.C.	Corporate Secretary	04/28/2020	
	Enbridge Holdings (Mississippi) L.L.C.	Corporate Secretary	07/02/2020	
	Enbridge Holdings (Multiply), LLC	Corporate Secretary	01/26/2024	
	Enbridge Holdings (Mustang) Inc.	Corporate Secretary	09/07/2018	
	Enbridge Holdings (New Creek) L.L.C.	Corporate Secretary	03/14/2019	
	Enbridge Holdings (New Energy) L.L.C.	Corporate Secretary	07/02/2020	
	Enbridge Holdings (Offshore) L.L.C.	Corporate Secretary	08/02/2018	
	Enbridge Holdings (Olympic) L.L.C.	Corporate Secretary	07/02/2020	
	Enbridge Holdings (Onstream CO2), LLC	Corporate Secretary	06/13/2024	
	Enbridge Holdings (Plummer) L.L.C.	Corporate Secretary	07/02/2020	
	Enbridge Holdings (Power) L.L.C.	Corporate Secretary	07/02/2020	
	Enbridge Holdings (RNG), LLC	Corporate Secretary	02/23/2023	
	Enbridge Holdings (Seaway) L.L.C.	Corporate Secretary	06/05/2019	
	Enbridge Holdings (Texas COLT) LLC	Corporate Secretary	10/31/2018	
	Enbridge Holdings (Tomorrow RNG), LLC	Corporate Secretary	10/06/2023	
	Enbridge Holdings (Trunkline) L.L.C.	Corporate Secretary	07/02/2020	
	Enbridge Holdings (U.S.) L.L.C.	Corporate Secretary	07/02/2020	
	Enbridge Holdings (USGC) LLC	Corporate Secretary	02/06/2019	
	Enbridge Hydrogen (Mach2), LLC	Corporate Secretary	04/10/2024	
	Enbridge Ingleside Cactus II Holdings, LLC	Corporate Secretary	10/12/2021	
	Enbridge Ingleside Energy Center, LLC	Corporate Secretary	10/12/2021	

Name	Entity	Title	Effective Date	End Date
	Enbridge Ingleside Holdings, LLC	Corporate Secretary	10/12/2021	
	Enbridge Ingleside LPG Pipeline, LLC	Corporate Secretary	10/12/2021	
	Enbridge Ingleside LPG Terminal, LLC	Corporate Secretary	10/12/2021	
	Enbridge Ingleside Oil Pipeline, LLC	Corporate Secretary	10/12/2021	
	Enbridge Ingleside Oil Terminal, LLC	Corporate Secretary	10/12/2021	
	Enbridge Ingleside Operating, LLC	Corporate Secretary	10/12/2021	
	Enbridge Ingleside Terminal Services, LLC	Corporate Secretary	10/12/2021	
	Enbridge Ingleside, LLC	Corporate Secretary	10/12/2021	
	Enbridge Investment (Chapman Ranch) L.L.C.	Corporate Secretary	03/07/2019	
	Enbridge Investment (Fox Squirrel) L.L.C.	Corporate Secretary	10/09/2023	
	Enbridge Investment (Grant Plains) L.L.C.	Corporate Secretary	07/02/2020	
	Enbridge Investment (New Creek) L.L.C.	Corporate Secretary	03/07/2019	
	Enbridge Investment (Plummer) L.L.C.	Corporate Secretary	07/02/2020	
	Enbridge Midstream Operating, LLC	Corporate Secretary	10/12/2021	
	Enbridge Offshore (Destin) L.L.C.	Secretary	08/02/2018	
	Enbridge Offshore (Gas Gathering) L.L.C.	Secretary	08/02/2018	
	Enbridge Offshore (Gas Transmission) L.L.C.	Secretary	08/02/2018	
	Enbridge Offshore (Neptune Holdings) Inc.	Secretary	08/02/2018	
	Enbridge Offshore (Oceanus), LLC	Secretary	11/29/2023	
	Enbridge Offshore Facilities, LLC	Secretary	08/02/2018	
	Enbridge Offshore Pipelines, L.L.C.	Secretary	08/02/2018	
	Enbridge Operating Services, L.L.C.	Corporate Secretary	07/02/2020	
	Enbridge Pipelines (Alberta Clipper) L.L.C.	Corporate Secretary	07/02/2020	
	Enbridge Pipelines (Beaver Lodge) L.L.C.	Corporate Secretary	07/02/2020	
	Enbridge Pipelines (Eastern Access) L.L.C.	Corporate Secretary	07/02/2020	
	Enbridge Pipelines (FSP) L.L.C.	Corporate Secretary	02/20/2020	
	Enbridge Pipelines (L3R) L.L.C.	Corporate Secretary	07/02/2020	
	Enbridge Pipelines (Lakehead) L.L.C.	Corporate Secretary	09/27/2018	
	Enbridge Pipelines (Louisiana CO2), LLC	Corporate Secretary	06/13/2024	
	Enbridge Pipelines (Mainline Expansion) L.L.C.	Corporate Secretary	07/02/2020	
	Enbridge Pipelines (Ozark) L.L.C.	Corporate Secretary	07/09/2019	
	Enbridge Pipelines (Southern Lights) L.L.C.	Corporate Secretary	06/27/2019	
	Enbridge Pipelines (Toledo) Inc.	Corporate Secretary	09/07/2018	
	Enbridge Power Development (U.S.), LLC	Corporate Secretary	05/31/2022	
	Enbridge PSNC Holdings II, LLC	Corporate Secretary	10/01/2024	
	Enbridge PSNC Holdings, LLC	Corporate Secretary	08/31/2023	
	Enbridge Questar Holdings II, LLC	Corporate Secretary	06/03/2024	
	Enbridge Questar Holdings, LLC	Corporate Secretary	08/31/2023	
	Enbridge Rail (Flanagan) L.L.C.	Corporate Secretary	06/01/2020	
	Enbridge Rail (Philadelphia) L.L.C.	Corporate Secretary	08/22/2018	
	Enbridge Renewable Holdings, L.L.C.	Corporate Secretary	11/27/2018	
	Enbridge Renewable Investments, L.L.C.	Assistant Secretary	11/15/2018	
	Enbridge Risk Management (U.S.) L.L.C.	Corporate Secretary	05/07/2019	
	Enbridge RNG (Longview), LLC	Corporate Secretary	08/22/2023	
	Enbridge RNG (Sprout), LLC	Corporate Secretary	11/01/2021	
	Enbridge Services (CMO) L.L.C.	Corporate Secretary	07/02/2020	
	Enbridge Solar (Adams), LLC	Corporate Secretary	06/07/2021	
	Enbridge Solar (Cass Lake), LLC	Corporate Secretary	11/30/2021	
	Enbridge Solar (Deer River), LLC	Corporate Secretary	11/30/2021	
	Enbridge Solar (Flanagan), LLC	Corporate Secretary	05/10/2021	
	Enbridge Solar (Hoodwood), LLC	Corporate Secretary	11/30/2021	
	Enbridge Solar (Orange Grove), LLC	Corporate Secretary	06/07/2023	
	Enbridge Solar (Plummer), LLC	Corporate Secretary	06/21/2022	
	Enbridge Solar (Portage), LLC	Corporate Secretary	06/07/2021	
	Enbridge Solar (Sequoia I), LLC	Corporate Secretary	09/27/2022	
	Enbridge Solar (Sequoia II), LLC	Corporate Secretary	09/27/2022	
	Enbridge Solar (Vesper), LLC	Corporate Secretary	06/07/2021	
	Enbridge Storage (Cushing) L.L.C.	Corporate Secretary	07/09/2019	
	Enbridge Storage (North Dakota) L.L.C.	Corporate Secretary	07/02/2020	
	Enbridge Storage (Patoka) L.L.C.	Corporate Secretary	07/02/2020	
	Enbridge Transmission Holdings (U.S.) L.L.C.	Corporate Secretary	03/04/2020	
	Enbridge Transportation (IL-OK) L.L.C.	Corporate Secretary	07/02/2020	
	Enbridge Water Pipeline (Permian) L.L.C.	Corporate Secretary	07/02/2020	
	Enbridge Wild Valley Holdings LLC	Corporate Secretary	06/06/2019	
	Enbridge Wind (Red River), LLC	Corporate Secretary	03/04/2024	
	Express Holdings (USA), LLC	Corporate Secretary	12/13/2021	
	Express Pipeline LLC	Corporate Secretary	12/13/2021	
	Flatland Solar Project, LLC	Corporate Secretary	09/27/2022	
	Flatland Solar, LLC	Corporate Secretary	09/27/2022	
	Garden Banks Gas Pipeline, LLC	Secretary	08/02/2018	
	Gartland Renewables, LLC	Corporate Secretary	01/02/2024	
	Gray Oak Pipeline, LLC	Corporate Secretary	04/01/2023	
	Highland Pipeline Leasing, LLC	Corporate Secretary	12/13/2021	
	Honey Creek Solar, LLC	Corporate Secretary	09/27/2022	
	Hoosier Line Wind, LLC	Corporate Secretary	09/27/2022	
	Illinois Extension Pipeline Company, L.L.C.	Corporate Secretary	09/25/2018	
	Ingleside Clean Ammonia Partners, LLC	Corporate Secretary	05/22/2023	
	IPL AP Holdings (U.S.A.) Inc.	Corporate Secretary	09/07/2018	
	IPL AP NGL Holdings (U.S.A.) Inc.	Corporate Secretary	09/07/2018	
	IPL Vector (U.S.A.) Inc.	Corporate Secretary	06/06/2019	
	Keechi Holdings L.L.C.	Corporate Secretary	11/27/2018	
	Keechi Wind, LLC	Corporate Secretary	11/27/2018	
	Leaf River Wind, LLC	Corporate Secretary	09/27/2022	
	M&N Management Company, LLC	Corporate Secretary	12/13/2021	
	M&N Operating Company, LLC	Corporate Secretary	12/13/2021	
	Manta Ray Offshore Gathering Company, L.L.C.	Secretary	08/03/2018	
	MarEn Bakken Company LLC	Corporate Secretary	09/25/2018	
	Market Hub Partners Holding, LLC	Corporate Secretary	12/13/2021	
	Melissa Renewables, LLC	Corporate Secretary	01/02/2024	
	Mi Solar, LLC	Corporate Secretary	12/13/2021	
	Midcoast Holdings, L.L.C.	Corporate Secretary	07/02/2020	
	Midcoast OLP GP, L.L.C.	Corporate Secretary	07/02/2020	
	Mississippi Canyon Gas Pipeline, LLC	Secretary	08/02/2018	
	Moss Bluff Hub, LLC	Corporate Secretary	12/13/2021	
	Nautilus Pipeline Company, L.L.C.	Secretary	08/03/2018	
	Neptune Pipeline Company, L.L.C.	Secretary	08/03/2018	
	New Creek Wind LLC	Corporate Secretary	03/07/2019	
	North Dakota Pipeline Company LLC	Corporate Secretary	10/01/2018	
	Oceanus Pipeline Company, LLC	Secretary	04/14/2024	
	Pine Hill Renewables, LLC	Corporate Secretary	01/02/2024	
	Platte Pipe Line Company, LLC	Corporate Secretary	12/13/2021	
	Pomelo Connector, LLC	Corporate Secretary	12/13/2021	
	Port Barre Investments, LLC	Corporate Secretary	12/13/2021	
	PSNC Blue Ridge Corporation	Corporate Secretary	10/01/2024	
	PSNC Cardinal Pipeline Company	Corporate Secretary	10/01/2024	
	Public Service Company of North Carolina, Incorporated	Corporate Secretary	10/01/2024	
	Questar Gas Company	Corporate Secretary	06/03/2024	

Name	Entity	Title	Effective Date	End Date
	Questa InfoComm, Inc.	Corporate Secretary	06/03/2024	
	Sabal Trail Management, LLC	Corporate Secretary	12/13/2021	
	Saltillo Gas Storage Company L.L.C.	Corporate Secretary	12/13/2021	
	SESH Sub Inc.	Corporate Secretary	12/13/2021	
	Silver State Solar Power North, LLC	Corporate Secretary	10/30/2019	
	South Texas Trail Pipeline, LLC	Corporate Secretary	12/13/2021	
	Southern Lights Holdings, L.L.C.	Corporate Secretary	06/27/2019	
	Spectra Algonquin Holdings, LLC	Corporate Secretary	12/13/2021	
	Spectra Algonquin Management, LLC	Corporate Secretary	12/13/2021	
	Spectra Energy Administrative Services, LLC	Corporate Secretary	12/13/2021	
	Spectra Energy Aerial Patrol, LLC	Corporate Secretary	12/13/2021	
	Spectra Energy Capital Funding, Inc.	Corporate Secretary	12/13/2021	
	Spectra Energy Capital, LLC	Corporate Secretary	12/13/2021	
	Spectra Energy County Line, LLC	Corporate Secretary	12/13/2021	
	Spectra Energy Cross Border, LLC	Corporate Secretary	12/13/2021	
	Spectra Energy DEFS Holding II, LLC	Corporate Secretary	12/13/2021	
	Spectra Energy DEFS Holding, LLC	Corporate Secretary	12/13/2021	
	Spectra Energy Field Services Canada Holdings, LLC	Corporate Secretary	12/13/2021	
	Spectra Energy Generation Pipeline Management, LLC	Corporate Secretary	12/13/2021	
	Spectra Energy Islander East Pipeline Company, L.L.C.	Corporate Secretary	12/13/2021	
	Spectra Energy LNG Sales, LLC	Corporate Secretary	12/13/2021	
	Spectra Energy Midwest Liquids Pipeline, LLC	Corporate Secretary	12/13/2021	
	Spectra Energy NEXUS Management, LLC	Corporate Secretary	12/13/2021	
	Spectra Energy Operating Company, LLC	Corporate Secretary	12/13/2021	
	Spectra Energy Partners Atlantic Region NewCo, LLC	Corporate Secretary	12/13/2021	
	Spectra Energy Partners GP, LLC	Corporate Secretary	08/03/2018	
	Spectra Energy Partners Sabal Trail Transmission, LLC	Corporate Secretary	12/13/2021	
	Spectra Energy Services, LLC	Corporate Secretary	12/13/2021	
	Spectra Energy Southeast Services, LLC	Corporate Secretary	12/13/2021	
	Spectra Energy Southeast Supply Header, LLC	Corporate Secretary	12/13/2021	
	Spectra Energy Transmission II, LLC	Corporate Secretary	12/13/2021	
	Spectra Energy Transmission Resources, LLC	Corporate Secretary	12/13/2021	
	Spectra Energy Transmission Services, LLC	Corporate Secretary	12/13/2021	
	Spectra Energy Transmission, LLC	Corporate Secretary	12/13/2021	
	Spectra Energy Transport and Trading Company, LLC	Corporate Secretary	12/13/2021	
	Spectra Energy VCP Holdings, LLC	Corporate Secretary	12/13/2021	
	Spectra Energy Westheimer, LLC	Corporate Secretary	12/13/2021	
	Spectra Energy, LLC	Corporate Secretary	12/13/2021	
	Spectra NEXUS Gas Transmission, LLC	Corporate Secretary	12/13/2021	
	Sugar Loaf Renewable Energy Project, LLC	Corporate Secretary	09/27/2022	
	Texas COLT LLC	Corporate Secretary	08/20/2018	
	Texas Eastern Communications, LLC	Corporate Secretary	12/13/2021	
	Texas Eastern Terminal Co, LLC	Corporate Secretary	12/13/2021	
	TGE Colorado 224, LLC	Corporate Secretary	09/27/2022	
	TGE Idaho 221, LLC	Corporate Secretary	09/27/2022	
	TGE Illinois 181, LLC	Corporate Secretary	09/27/2022	
	TGE Illinois 211, LLC	Corporate Secretary	09/27/2022	
	TGE Illinois 226, LLC	Corporate Secretary	09/27/2022	
	TGE Indiana 191, LLC	Corporate Secretary	09/27/2022	
	TGE Indiana 192, LLC	Corporate Secretary	09/27/2022	
	TGE Indiana 231, LLC	Corporate Secretary	04/20/2023	
	TGE Nevada 223, LLC	Corporate Secretary	09/27/2022	
	TGE Pennsylvania 203, LLC	Corporate Secretary	09/27/2022	
	TGE Texas 213, LLC	Corporate Secretary	09/27/2022	
	TGE Virginia 195, LLC	Corporate Secretary	09/27/2022	
	TGE Wyoming 212, LLC	Corporate Secretary	09/27/2022	
	TGE Wyoming 222, LLC	Corporate Secretary	09/27/2022	
	TGE Wyoming 225, LLC	Corporate Secretary	09/27/2022	
	The East Ohio Gas Company	Corporate Secretary	03/07/2024	
	Tidal Energy Marketing (U.S.) L.L.C.	Corporate Secretary	08/17/2018	
	Tres Palacios Gas Storage LLC	Corporate Secretary	04/03/2023	
	Tres Palacios Holdings LLC	Corporate Secretary	04/03/2023	
	Tres Palacios Midstream, LLC	Corporate Secretary	04/03/2023	
	Tri Global Energy Properties, LLC	Corporate Secretary	09/27/2022	
	Tri Global Energy, LLC	Corporate Secretary	09/27/2022	
	Tri Global Holdings, LLC	Corporate Secretary	09/27/2022	
	Tri-State Holdings, LLC	Corporate Secretary	04/18/2019	
	Valley Crossing Pipeline, LLC	Corporate Secretary	12/13/2021	
	Vector Pipeline, LLC	Assistant Corporate Secretary	04/10/2019	
	Vermilion Grove Wind, LLC	Corporate Secretary	09/27/2022	
	Water Valley Wind Energy, LLC	Corporate Secretary	09/27/2022	
	Westcoast Energy (U.S.) LLC	Corporate Secretary	12/13/2021	
	Wexpro Company	Corporate Secretary	06/03/2024	
	Wexpro Development Company	Corporate Secretary	06/03/2024	
	Wexpro II Company	Corporate Secretary	06/03/2024	
	Wexpro Services Co.	Corporate Secretary	06/03/2024	
	Woodford Wind Holding, LLC	Corporate Secretary	09/27/2022	
	Wrangler Pipeline, L.L.C.	Corporate Secretary	07/02/2020	
Greenley, Steven C.	Enbridge (U.S.) Gas Distribution, LLC	Senior Vice President, Commercial Services	08/01/2024	
	Enbridge Alternative Fuel, LLC	Senior Vice President, Commercial Services	08/01/2024	
	Enbridge Clean Energy Enterprises Inc.	Senior Vice President, Commercial Services	10/01/2024	
	Enbridge EOG Holdings II Corporation	Senior Vice President, Commercial Services	08/01/2024	
	Enbridge EOG Holdings, LLC	Senior Vice President, Commercial Services	08/01/2024	
	Enbridge Gas Projects, LLC	Senior Vice President, Commercial Services	08/01/2024	
	Enbridge Genoa U.S. Holdings, LLC	Senior Vice President, Commercial Services	08/01/2024	
	Enbridge PSNC Holdings II, LLC	Senior Vice President, Commercial Services	10/01/2024	
	Enbridge PSNC Holdings, LLC	Senior Vice President, Commercial Services	10/01/2024	
	Enbridge Questar Holdings II, LLC	Senior Vice President, Commercial Services	08/01/2024	
	Enbridge Questar Holdings, LLC	Senior Vice President, Commercial Services	08/01/2024	
	PSNC Blue Ridge Corporation	Senior Vice President, Commercial Services	10/01/2024	
	PSNC Cardinal Pipeline Company	Senior Vice President, Commercial Services	10/01/2024	
	Public Service Company of North Carolina, Incorporated	Senior Vice President, Commercial Services	10/01/2024	
	Questar Gas Company	Senior Vice President, Commercial Services	08/01/2024	
	Questar InfoComm, Inc.	Senior Vice President, Commercial Services	08/01/2024	
	The East Ohio Gas Company	Senior Vice President, Commercial Services	08/01/2024	
	Wexpro Company	Senior Vice President, Commercial Services	08/01/2024	
	Wexpro Development Company	Senior Vice President, Commercial Services	08/01/2024	
	Wexpro II Company	Senior Vice President, Commercial Services	08/01/2024	
	Wexpro Services Co.	Senior Vice President, Commercial Services	08/01/2024	
Johnston, Christopher J.	Enbridge (U.S.) Gas Distribution, LLC	Vice President, Finance Integration	03/07/2024	
	Enbridge Alternative Fuel, LLC	Vice President, Finance Integration	03/07/2024	
	Enbridge Clean Energy Enterprises Inc.	Vice President, Finance Integration	10/01/2024	
	Enbridge EOG Holdings II Corporation	Vice President, Finance Integration	03/07/2024	

Name	Entity	Title	Effective Date	End Date
	Enbridge EOG Holdings, LLC	Vice President, Finance Integration	11/01/2023	
	Enbridge Gas Projects, LLC	Vice President, Finance Integration	06/03/2024	
	Enbridge Genoa U.S. Holdings, LLC	Vice President, Finance Integration	11/01/2023	
	Enbridge PSNC Holdings II, LLC	Vice President, Finance Integration	10/01/2024	
	Enbridge PSNC Holdings, LLC	Vice President, Finance Integration	11/01/2023	
	Enbridge Questar Holdings II, LLC	Vice President, Finance Integration	06/03/2024	
	Enbridge Questar Holdings, LLC	Vice President, Finance Integration	11/01/2023	
	PSNC Blue Ridge Corporation	Vice President, Finance Integration	10/01/2024	
	PSNC Cardinal Pipeline Company	Vice President, Finance Integration	10/01/2024	
	Public Service Company of North Carolina, Incorporated	Vice President, Finance Integration	10/01/2024	
	Questar Gas Company	Vice President, Finance Integration	06/03/2024	
	Questar InfoComm, Inc.	Vice President, Finance Integration	06/03/2024	
	The East Ohio Gas Company	Vice President, Finance Integration	03/07/2024	
	Tidal Energy Marketing Inc.	Controller	03/01/2022	
	Wexpro Company	Vice President, Finance Integration	06/03/2024	
	Wexpro Development Company	Vice President, Finance Integration	06/03/2024	
	Wexpro II Company	Vice President, Finance Integration	06/03/2024	
	Wexpro Services Co.	Vice President, Finance Integration	06/03/2024	
Love, LaWonda C.	5679 Cherry Lane, LLC	Tax Officer	12/13/2021	
	Appaloosa Run Renewable Energy Project, LLC	Tax Officer	09/27/2022	
	Atlantis Offshore, LLC	Vice President - Tax	12/17/2021	
	Bakken Pipeline Company LLC	Tax Officer	12/13/2021	
	Big Sandy Pipeline, LLC	Tax Officer	12/13/2021	
	Blue Cloud Renewable Energy Project, LLC	Tax Officer	09/27/2022	
	Brazoria Interconnector Gas Pipeline LLC	Tax Officer	12/13/2021	
	Cambrian Energy/South-Tex Fort Smith Treaters, LLC	Tax Officer	01/02/2024	
	Canyon Wind Farm II, LLC	Tax Officer	09/27/2022	
	Canyon Wind Farm, LLC	Tax Officer	09/27/2022	
	Canyon Wind Project, LLC	Tax Officer	09/27/2022	
	CCPS Transportation, LLC	Tax Officer	12/13/2021	
	CCWF III, LLC	Tax Officer	09/27/2022	
	Cedar Point Wind, LLC	Tax Officer	12/20/2021	
	Chapman Ranch Wind I, LLC	Tax Officer	12/13/2021	
	CI III Blue Cloud Wind Energy II LLC	Tax Officer	09/27/2022	
	Clear Fork Creek Solar LLC	Tax Officer	09/27/2024	
	Cone Renewable Energy Project, LLC	Tax Officer	09/27/2022	
	Copiah Storage, LLC	Tax Officer	12/13/2021	
	East Tennessee Natural Gas, LLC	Tax Officer	12/13/2021	
	East Texas Renewables, LLC	Tax Officer	01/02/2024	
	Easter Renewable Energy Project, LLC	Tax Officer	09/27/2022	
	Eddystone Rail Company, LLC	Tax Officer	12/13/2021	
	Edinburg Renewables, LLC	Tax Officer	01/02/2024	
	Egan Hub Storage, LLC	Tax Officer	12/13/2021	
	EIF US Holdings Inc.	Tax Officer	12/13/2021	
	Enbridge (Houston Oil Terminal) LLC	Tax Officer	12/13/2021	
	Enbridge (Spot) LLC	Tax Officer	12/13/2021	
	Enbridge (U.S.) Gas Distribution, LLC	Tax Officer	03/07/2024	
	Enbridge (U.S.) Inc.	Tax Officer	12/13/2021	
	Enbridge Alliance (U.S.) Management LLC	Tax Officer	12/13/2021	
	Enbridge Alternative Fuel, LLC	Tax Officer	03/07/2024	
	Enbridge Aux Sable Products, Inc.	Tax Officer	12/13/2021	
	Enbridge Cactus II, LLC	Tax Officer	10/12/2021	
	Enbridge Clean Energy Enterprises Inc.	Tax Officer	10/01/2024	
	Enbridge Employee Services, Inc.	Tax Officer	12/13/2021	
	Enbridge Energy Company, Inc.	Tax Officer	12/13/2021	
	Enbridge Energy Management, L.L.C.	Tax Officer	12/13/2021	
	Enbridge EOG Holdings II Corporation	Tax Officer	03/07/2024	
	Enbridge EOG Holdings, LLC	Tax Officer	09/31/2023	
	Enbridge Gas Projects, LLC	Tax Officer	06/03/2024	
	Enbridge Genoa U.S. Holdings, LLC	Tax Officer	09/31/2023	
	Enbridge Holdings (Chapman Ranch) L.L.C.	Tax Officer	12/13/2021	
	Enbridge Holdings (Clean Energy), LLC	Tax Officer	03/15/2023	
	Enbridge Holdings (DakTex) L.L.C.	Tax Officer	12/13/2021	
	Enbridge Holdings (Diversi), LLC	Tax Officer	02/23/2023	
	Enbridge Holdings (Emerging Fuels), LLC	Tax Officer	04/10/2024	
	Enbridge Holdings (Frontier) Inc.	Tax Officer	12/13/2021	
	Enbridge Holdings (Grant Plains) L.L.C.	Tax Officer	12/13/2021	
	Enbridge Holdings (Gray Oak) LLC	Tax Officer	12/13/2021	
	Enbridge Holdings (Green Energy) L.L.C.	Tax Officer	12/13/2021	
	Enbridge Holdings (IDR) L.L.C.	Tax Officer	12/13/2021	
	Enbridge Holdings (Lightning), LLC	Tax Officer	08/28/2024	
	Enbridge Holdings (LNG) L.L.C.	Tax Officer	12/13/2021	
	Enbridge Holdings (Mississippi) L.L.C.	Tax Officer	12/13/2021	
	Enbridge Holdings (Multiply), LLC	Tax Officer	01/26/2024	
	Enbridge Holdings (Mustang) Inc.	Tax Officer	12/13/2021	
	Enbridge Holdings (New Creek) L.L.C.	Tax Officer	12/13/2021	
	Enbridge Holdings (New Energy) L.L.C.	Tax Officer	12/13/2021	
	Enbridge Holdings (Offshore) L.L.C.	Tax Officer	12/13/2021	
	Enbridge Holdings (Olympic) L.L.C.	Tax Officer	12/13/2021	
	Enbridge Holdings (Onstream CO2), LLC	Tax Officer	06/13/2024	
	Enbridge Holdings (Plummer) L.L.C.	Tax Officer	12/13/2021	
	Enbridge Holdings (Power) L.L.C.	Tax Officer	12/13/2021	
	Enbridge Holdings (RNG), LLC	Tax Officer	02/23/2023	
	Enbridge Holdings (Seaway) L.L.C.	Tax Officer	12/13/2021	
	Enbridge Holdings (Texas COLT) LLC	Tax Officer	12/13/2021	
	Enbridge Holdings (Tomorrow RNG), LLC	Tax Officer	10/06/2023	
	Enbridge Holdings (Trunkline) L.L.C.	Tax Officer	12/13/2021	
	Enbridge Holdings (U.S.) L.L.C.	Tax Officer	12/13/2021	
	Enbridge Holdings (USGC) LLC	Tax Officer	12/13/2021	
	Enbridge Hydrogen (Mach2), LLC	Tax Officer	04/10/2024	
	Enbridge Ingleside Cactus II Holdings, LLC	Tax Officer	10/12/2021	
	Enbridge Ingleside Energy Center, LLC	Tax Officer	10/12/2021	
	Enbridge Ingleside Holdings, LLC	Tax Officer	10/12/2021	
	Enbridge Ingleside LPG Pipeline, LLC	Tax Officer	10/12/2021	
	Enbridge Ingleside LPG Terminal, LLC	Tax Officer	10/12/2021	
	Enbridge Ingleside Oil Pipeline, LLC	Tax Officer	10/12/2021	
	Enbridge Ingleside Oil Terminal, LLC	Tax Officer	10/12/2021	
	Enbridge Ingleside Operating, LLC	Tax Officer	10/12/2021	
	Enbridge Ingleside Terminal Services, LLC	Tax Officer	10/12/2021	
	Enbridge Ingleside, LLC	Tax Officer	10/12/2021	
	Enbridge Investment (Chapman Ranch) L.L.C.	Tax Officer	12/13/2021	
	Enbridge Investment (Fox Squirrel) L.L.C.	Tax Officer	10/09/2023	
	Enbridge Investment (Grant Plains) L.L.C.	Tax Officer	12/13/2021	
	Enbridge Investment (New Creek) L.L.C.	Tax Officer	12/13/2021	
	Enbridge Investment (Plummer) L.L.C.	Tax Officer	12/13/2021	
	Enbridge Midstream Operating, LLC	Tax Officer	10/12/2021	

Name	Entity	Title	Effective Date	End Date
	Enbridge Offshore (Destin) L.L.C.	Vice President - Tax	12/13/2021	
	Enbridge Offshore (Gas Gathering) L.L.C.	Vice President - Tax	12/13/2021	
	Enbridge Offshore (Gas Transmission) L.L.C.	Vice President - Tax	12/13/2021	
	Enbridge Offshore (Neptune Holdings) Inc.	Vice President - Tax	12/13/2021	
	Enbridge Offshore (Oceanus), LLC	Vice President - Tax	11/29/2023	
	Enbridge Offshore Facilities, LLC	Vice President - Tax	12/13/2021	
	Enbridge Offshore Pipelines, L.L.C.	Vice President - Tax	12/13/2021	
	Enbridge Operating Services, L.L.C.	Tax Officer	12/13/2021	
	Enbridge Pipelines (Alberta Clipper) L.L.C.	Tax Officer	12/13/2021	
	Enbridge Pipelines (Beaver Lodge) L.L.C.	Tax Officer	12/13/2021	
	Enbridge Pipelines (Eastern Access) L.L.C.	Tax Officer	12/13/2021	
	Enbridge Pipelines (FSP) L.L.C.	Tax Officer	12/13/2021	
	Enbridge Pipelines (L3R) L.L.C.	Tax Officer	12/13/2021	
	Enbridge Pipelines (Lakehead) L.L.C.	Tax Officer	12/13/2021	
	Enbridge Pipelines (Louisiana CO2), LLC	Tax Officer	06/13/2024	
	Enbridge Pipelines (Mainline Expansion) L.L.C.	Tax Officer	12/13/2021	
	Enbridge Pipelines (Ozark) L.L.C.	Tax Officer	12/13/2021	
	Enbridge Pipelines (Southern Lights) L.L.C.	Tax Officer	12/13/2021	
	Enbridge Pipelines (Toledo) Inc.	Tax Officer	12/13/2021	
	Enbridge Power Development (U.S.), LLC	Tax Officer	05/31/2022	
	Enbridge PSNC Holdings II, LLC	Tax Officer	10/01/2024	
	Enbridge PSNC Holdings, LLC	Tax Officer	08/31/2023	
	Enbridge Questar Holdings II, LLC	Tax Officer	06/03/2024	
	Enbridge Questar Holdings, LLC	Tax Officer	08/31/2023	
	Enbridge Rail (Flanagan) L.L.C.	Tax Officer	12/13/2021	
	Enbridge Rail (Philadelphia) L.L.C.	Tax Officer	12/13/2021	
	Enbridge Renewable Holdings, L.L.C.	Tax Officer	12/13/2021	
	Enbridge Renewable Investments, L.L.C.	Tax Officer	12/13/2021	
	Enbridge Risk Management (U.S.) L.L.C.	Tax Officer	12/13/2021	
	Enbridge RNG (Longview), LLC	Tax Officer	08/22/2023	
	Enbridge RNG (Sprout), LLC	Tax Officer	11/01/2021	
	Enbridge Services (CMO) L.L.C.	Tax Officer	12/13/2021	
	Enbridge Solar (Adams), LLC	Tax Officer	12/13/2021	
	Enbridge Solar (Cass Lake), LLC	Tax Officer	11/30/2021	
	Enbridge Solar (Deer River), LLC	Tax Officer	11/30/2021	
	Enbridge Solar (Flanagan), LLC	Tax Officer	12/13/2021	
	Enbridge Solar (Floodwood), LLC	Tax Officer	11/30/2021	
	Enbridge Solar (Orange Grove), LLC	Tax Officer	06/07/2023	
	Enbridge Solar (Plummer), LLC	Tax Officer	06/21/2022	
	Enbridge Solar (Portage), LLC	Tax Officer	12/13/2021	
	Enbridge Solar (Sequoia I), LLC	Tax Officer	09/27/2022	
	Enbridge Solar (Sequoia II), LLC	Tax Officer	09/27/2022	
	Enbridge Solar (Vesper), LLC	Tax Officer	12/13/2021	
	Enbridge Storage (Cushing) L.L.C.	Tax Officer	12/13/2021	
	Enbridge Storage (North Dakota) L.L.C.	Tax Officer	12/13/2021	
	Enbridge Transmission Holdings (U.S.) L.L.C.	Tax Officer	12/13/2021	
	Enbridge Transportation (IL-OK) L.L.C.	Tax Officer	12/13/2021	
	Enbridge Water Pipeline (Permian) L.L.C.	Tax Officer	12/13/2021	
	Enbridge Wild Valley Holdings LLC	Tax Officer	12/13/2021	
	Enbridge Wind (Red River), LLC	Tax Officer	03/04/2024	
	Express Holdings (USA), LLC	Tax Officer	12/13/2021	
	Express Pipeline LLC	Tax Officer	12/13/2021	
	Flatland Solar Project, LLC	Tax Officer	09/27/2022	
	Flatland Solar, LLC	Tax Officer	09/27/2022	
	Garden Banks Gas Pipeline, LLC	Vice President - Tax	12/13/2021	
	Garland Renewables, LLC	Tax Officer	01/02/2024	
	Gray Oak Pipeline, LLC	Tax Officer	04/01/2023	
	Highland Pipeline Leasing, LLC	Tax Officer	12/13/2021	
	Honey Creek Solar, LLC	Tax Officer	09/27/2022	
	Hoosier Line Wind, LLC	Tax Officer	09/27/2022	
	Illinois Extension Pipeline Company, L.L.C.	Tax Officer	12/16/2021	
	Ingleside Clean Ammonia Partners, LLC	Tax Officer	05/22/2023	
	IPL AP Holdings (U.S.A.) Inc.	Tax Officer	12/13/2021	
	IPL AP NGL Holdings (U.S.A.) Inc.	Tax Officer	12/13/2021	
	IPL Vector (U.S.A.) Inc.	Tax Officer	12/13/2021	
	Keechi Holdings L.L.C.	Tax Officer	12/13/2021	
	Keechi Wind, LLC	Tax Officer	12/13/2021	
	Leaf River Wind, LLC	Tax Officer	09/27/2022	
	M&N Management Company, LLC	Tax Officer	12/13/2021	
	M&N Operating Company, LLC	Tax Officer	12/13/2021	
	Manta Ray Offshore Gathering Company, L.L.C.	Vice President - Tax	12/17/2021	
	MarEn Bakken Company LLC	Tax Officer	12/16/2021	
	Market Hub Partners Holding, LLC	Tax Officer	12/13/2021	
	Melissa Renewables, LLC	Tax Officer	01/02/2024	
	Mt Solar, LLC	Tax Officer	12/13/2021	
	Midcoast Holdings, L.L.C.	Tax Officer	12/13/2021	
	Midcoast OLP GP, L.L.C.	Tax Officer	12/13/2021	
	Mississippi Canyon Gas Pipeline, LLC	Vice President - Tax	12/13/2021	
	Moss Bluff Hub, LLC	Tax Officer	12/13/2021	
	Nautilus Pipeline Company, L.L.C.	Vice President - Tax	12/17/2021	
	Neptune Pipeline Company, L.L.C.	Vice President - Tax	12/17/2021	
	New Creek Wind LLC	Tax Officer	12/20/2021	
	North Dakota Pipeline Company LLC	Tax Officer	12/13/2021	
	Oceanus Pipeline Company, LLC	Vice President - Tax	04/14/2024	
	Pine Hill Renewables, LLC	Tax Officer	01/02/2024	
	Platte Pipe Line Company, LLC	Tax Officer	12/13/2021	
	Pomelo Connector, LLC	Tax Officer	12/13/2021	
	Port Barre Investments, LLC	Tax Officer	12/13/2021	
	PSNC Blue Ridge Corporation	Tax Officer	10/01/2024	
	PSNC Cardinal Pipeline Company	Tax Officer	10/01/2024	
	Public Service Company of North Carolina, Incorporated	Tax Officer	10/01/2024	
	Questar Gas Company	Tax Officer	06/03/2024	
	Questar InfoComm, Inc.	Tax Officer	06/03/2024	
	Sabal Trail Management, LLC	Tax Officer	12/13/2021	
	Salville Gas Storage Company L.L.C.	Tax Officer	12/13/2021	
	SESH Sub Inc.	Tax Officer	12/13/2021	
	Silver State Solar Power North, LLC	Tax Officer	12/20/2021	
	South Texas Trail Pipeline, LLC	Tax Officer	12/13/2021	
	Southern Lights Holdings, L.L.C.	Tax Officer	12/13/2021	
	Spectra Algonquin Holdings, LLC	Tax Officer	12/13/2021	
	Spectra Algonquin Management, LLC	Tax Officer	12/13/2021	
	Spectra Energy Administrative Services, LLC	Tax Officer	12/13/2021	
	Spectra Energy Aerial Patrol, LLC	Tax Officer	12/13/2021	
	Spectra Energy Capital Funding, Inc.	Tax Officer	12/13/2021	
	Spectra Energy Capital, LLC	Tax Officer	12/13/2021	
	Spectra Energy County Line, LLC	Tax Officer	12/13/2021	
	Spectra Energy Cross Border, LLC	Tax Officer	12/13/2021	

Name	Entity	Title	Effective Date	End Date
	Spectra Energy DEFS Holding II, LLC	Tax Officer	12/13/2021	
	Spectra Energy DEFS Holding, LLC	Tax Officer	12/13/2021	
	Spectra Energy Field Services Canada Holdings, LLC	Tax Officer	12/13/2021	
	Spectra Energy Generation Pipeline Management, LLC	Tax Officer	12/13/2021	
	Spectra Energy Islander East Pipeline Company, L.L.C.	Tax Officer	12/13/2021	
	Spectra Energy LNG Sales, LLC	Tax Officer	12/13/2021	
	Spectra Energy Midwest Liquids Pipeline, LLC	Tax Officer	12/13/2021	
	Spectra Energy NEXUS Management, LLC	Tax Officer	12/13/2021	
	Spectra Energy Operating Company, LLC	Tax Officer	12/13/2021	
	Spectra Energy Partners Atlantic Region NewCo, LLC	Tax Officer	12/13/2021	
	Spectra Energy Partners GP, LLC	Tax Officer	12/13/2021	
	Spectra Energy Partners Sabal Trail Transmission, LLC	Tax Officer	12/13/2021	
	Spectra Energy Services, LLC	Tax Officer	12/13/2021	
	Spectra Energy Southeast Services, LLC	Tax Officer	12/13/2021	
	Spectra Energy Southeast Supply Header, LLC	Tax Officer	12/13/2021	
	Spectra Energy Transmission II, LLC	Tax Officer	12/13/2021	
	Spectra Energy Transmission Resources, LLC	Tax Officer	12/13/2021	
	Spectra Energy Transmission Services, LLC	Tax Officer	12/13/2021	
	Spectra Energy Transmission, LLC	Tax Officer	12/13/2021	
	Spectra Energy Transport and Trading Company, LLC	Tax Officer	12/13/2021	
	Spectra Energy VCP Holdings, LLC	Tax Officer	12/13/2021	
	Spectra Energy Westheimer, LLC	Tax Officer	12/13/2021	
	Spectra Energy, LLC	Tax Officer	12/13/2021	
	Spectra NEXUS Gas Transmission, LLC	Tax Officer	12/13/2021	
	Sugar Loaf Renewable Energy Project, LLC	Tax Officer	09/27/2022	

Name	Entity	Title	Effective Date	End Date
	Texas COLT LLC	Tax Officer	12/13/2021	
	Texas Eastern Communications, LLC	Tax Officer	12/13/2021	
	Texas Eastern Terminal Co, LLC	Tax Officer	12/13/2021	
	TGE Colorado 224, LLC	Tax Officer	09/27/2022	
	TGE Idaho 221, LLC	Tax Officer	09/27/2022	
	TGE Illinois 181, LLC	Tax Officer	09/27/2022	
	TGE Illinois 211, LLC	Tax Officer	09/27/2022	
	TGE Illinois 226, LLC	Tax Officer	09/27/2022	
	TGE Indiana 191, LLC	Tax Officer	09/27/2022	
	TGE Indiana 192, LLC	Tax Officer	09/27/2022	
	TGE Indiana 231, LLC	Tax Officer	04/29/2023	
	TGE Nevada 223, LLC	Tax Officer	09/27/2022	
	TGE Pennsylvania 203, LLC	Tax Officer	09/27/2022	
	TGE Texas 213, LLC	Tax Officer	09/27/2022	
	TGE Virginia 195, LLC	Tax Officer	09/27/2022	
	TGE Wyoming 212, LLC	Tax Officer	09/27/2022	
	TGE Wyoming 222, LLC	Tax Officer	09/27/2022	
	TGE Wyoming 225, LLC	Tax Officer	09/27/2022	
	The East Ohio Gas Company	Tax Officer	03/07/2024	
	Tidal Energy Marketing (U.S.) L.L.C.	Tax Officer	12/13/2021	
	Tres Palacios Gas Storage LLC	Tax Officer	04/03/2023	
	Tres Palacios Holdings LLC	Tax Officer	04/03/2023	
	Tres Palacios Midstream, LLC	Tax Officer	04/03/2023	
	Tri Global Energy Properties, LLC	Tax Officer	09/27/2022	
	Tri Global Energy, LLC	Tax Officer	09/27/2022	
	Tri Global Holdings, LLC	Tax Officer	09/27/2022	
	Tri-State Holdings, LLC	Tax Officer	12/13/2021	
	Valley Crossing Pipeline, LLC	Tax Officer	12/13/2021	
	Vector Pipeline, LLC	Tax Officer	12/13/2021	
	Vermilion Grove Wind, LLC	Tax Officer	09/27/2022	
	Water Valley Wind Energy, LLC	Tax Officer	09/27/2022	
	Westcoast Energy (U.S.) LLC	Tax Officer	12/13/2021	
	Wexpro Company	Tax Officer	06/03/2024	
	Wexpro Development Company	Tax Officer	06/03/2024	
	Wexpro II Company	Tax Officer	06/03/2024	
	Wexpro Services Co.	Tax Officer	06/03/2024	
	Woodford Wind Holding, LLC	Tax Officer	09/27/2022	
	Wrangler Pipeline, L.L.C.	Tax Officer	12/13/2021	
Murray, Kristen J.	Cambrian Energy/South-Tex Fort Smith Treaters, LLC	Vice President, Risk	01/02/2024	
	Cedar Point Wind, LLC	Vice President, Risk	11/14/2023	
	Chapman Ranch Wind I, LLC	Vice President, Risk	11/01/2023	
	East Texas Renewables, LLC	Vice President, Risk	01/02/2024	
	Edinburg Renewables, LLC	Vice President, Risk	01/02/2024	
	Enbridge (U.S.) Gas Distribution, LLC	Vice President, Risk	05/01/2024	
	Enbridge Alternative Fuel, LLC	Vice President, Risk	05/01/2024	
	Enbridge Clean Energy Enterprises Inc.	Vice President, Risk	10/01/2024	
	Enbridge EOG Holdings II Corporation	Vice President, Risk	05/01/2024	
	Enbridge EOG Holdings, LLC	Vice President, Risk	05/01/2024	
	Enbridge Gas Projects, LLC	Vice President, Risk	06/03/2024	
	Enbridge Genoa U.S. Holdings, LLC	Vice President, Risk	05/01/2024	
	Enbridge Holdings (Chapman Ranch) L.L.C.	Vice President, Risk	11/01/2023	
	Enbridge Holdings (New Creek) L.L.C.	Vice President, Risk	11/01/2023	
	Enbridge Holdings (RNG), LLC	Vice President, Risk	11/01/2023	
	Enbridge Holdings (Tomorrow RNG), LLC	Vice President, Risk	11/01/2023	
	Enbridge Investment (Fox Squire) L.L.C.	Vice President, Risk	11/01/2023	
	Enbridge Investment (New Creek) L.L.C.	Vice President, Risk	11/01/2023	
	Enbridge PSNC Holdings II, LLC	Vice President, Risk	10/01/2024	
	Enbridge PSNC Holdings, LLC	Vice President, Risk	10/01/2024	
	Enbridge Questar Holdings II, LLC	Vice President, Risk	06/03/2024	
	Enbridge Questar Holdings, LLC	Vice President, Risk	06/03/2024	
	Enbridge RNG (Longview), LLC	Vice President, Risk	11/01/2023	
	Enbridge RNG (Sprout), LLC	Vice President, Risk	11/01/2023	
	Enbridge Solar (Orange Grove), LLC	Vice President, Risk	11/01/2023	
	Enbridge Wild Valley Holdings LLC	Vice President, Risk	11/01/2023	
	Garland Renewables, LLC	Vice President, Risk	01/02/2024	
	Keechi Holdings L.L.C.	Vice President, Risk	11/01/2023	
	Keechi Wind, LLC	Vice President, Risk	11/01/2023	
	Melissa Renewables, LLC	Vice President, Risk	01/02/2024	
	New Creek Wind LLC	Vice President, Risk	11/14/2023	
	Pine Hill Renewables, LLC	Vice President, Risk	01/02/2024	
	PSNC Blue Ridge Corporation	Vice President, Risk	10/01/2024	
	PSNC Cardinal Pipeline Company	Vice President, Risk	10/01/2024	
	Public Service Company of North Carolina, Incorporated	Vice President, Risk	10/01/2024	
	Questar Gas Company	Vice President, Risk	06/03/2024	
	Questar InfoComm, Inc.	Vice President, Risk	06/03/2024	
	Silver State Solar Power North, LLC	Vice President, Risk	11/14/2023	
	The East Ohio Gas Company	Vice President, Risk	05/01/2024	
	Tidal Energy Marketing (U.S.) L.L.C.	Vice President	10/16/2018	
	Wexpro Company	Vice President, Risk	06/03/2024	
	Wexpro Development Company	Vice President, Risk	06/03/2024	
	Wexpro II Company	Vice President, Risk	06/03/2024	
	Wexpro Services Co.	Vice President, Risk	06/03/2024	
Sanders, James E.	Enbridge (U.S.) Gas Distribution, LLC	Senior Vice President, Enterprise and Utility Integration	03/07/2024	
	Enbridge Alternative Fuel, LLC	Senior Vice President, Enterprise and Utility Integration	03/07/2024	
	Enbridge Clean Energy Enterprises Inc.	Senior Vice President, Enterprise and Utility Integration	10/01/2024	
	Enbridge EOG Holdings II Corporation	Senior Vice President, Enterprise and Utility Integration	03/07/2024	
	Enbridge EOG Holdings, LLC	Senior Vice President, Enterprise and Utility Integration	11/01/2023	
	Enbridge Gas Projects, LLC	Senior Vice President, Enterprise and Utility Integration	06/03/2024	
	Enbridge Genoa U.S. Holdings, LLC	Senior Vice President, Enterprise and Utility Integration	11/01/2023	
	Enbridge PSNC Holdings II, LLC	Senior Vice President, Enterprise and Utility Integration	10/01/2024	
	Enbridge PSNC Holdings, LLC	Senior Vice President, Enterprise and Utility Integration	11/01/2023	
	Enbridge Questar Holdings II, LLC	Senior Vice President, Enterprise and Utility Integration	06/03/2024	
	Enbridge Questar Holdings, LLC	Senior Vice President, Enterprise and Utility Integration	11/01/2023	
	PSNC Blue Ridge Corporation	Senior Vice President, Enterprise and Utility Integration	10/01/2024	
	PSNC Cardinal Pipeline Company	Senior Vice President, Enterprise and Utility Integration	10/01/2024	
	Public Service Company of North Carolina, Incorporated	Senior Vice President, Enterprise and Utility Integration	10/01/2024	
	Questar Gas Company	Senior Vice President, Enterprise and Utility Integration	06/03/2024	
	Questar InfoComm, Inc.	Senior Vice President, Enterprise and Utility Integration	06/03/2024	
	The East Ohio Gas Company	Senior Vice President, Enterprise and Utility Integration	03/07/2024	
	Wexpro Company	Senior Vice President, Enterprise and Utility Integration	06/03/2024	
	Wexpro Development Company	Senior Vice President, Enterprise and Utility Integration	06/03/2024	
	Wexpro II Company	Senior Vice President, Enterprise and Utility Integration	06/03/2024	
	Wexpro Services Co.	Senior Vice President, Enterprise and Utility Integration	06/03/2024	

Name	Entity	Title	Effective Date	End Date
Varsanyi, Laszlo	Enbridge (U.S.) Gas Distribution, LLC	Vice President, Regulatory Integration	03/07/2024	
	Enbridge Alternative Fuel, LLC	Vice President, Regulatory Integration	03/07/2024	
	Enbridge Clean Energy Enterprises Inc.	Vice President, Regulatory Integration	10/01/2024	
	Enbridge EOG Holdings II Corporation	Vice President, Regulatory Integration	03/07/2024	
	Enbridge EOG Holdings, LLC	Vice President, Regulatory Integration	11/01/2023	
	Enbridge Gas Projects, LLC	Vice President, Regulatory Integration	06/03/2024	
	Enbridge Genoa U.S. Holdings, LLC	Vice President, Regulatory Integration	11/01/2023	
	Enbridge PSNC Holdings II, LLC	Vice President, Regulatory Integration	10/01/2024	
	Enbridge PSNC Holdings, LLC	Vice President, Regulatory Integration	11/01/2023	
	Enbridge Questar Holdings II, LLC	Vice President, Regulatory Integration	06/03/2024	
	Enbridge Questar Holdings, LLC	Vice President, Regulatory Integration	11/01/2023	
	PSNC Blue Ridge Corporation	Vice President, Regulatory Integration	10/01/2024	
	PSNC Cardinal Pipeline Company	Vice President, Regulatory Integration	10/01/2024	
	Public Service Company of North Carolina, Incorporated	Vice President, Regulatory Integration	10/01/2024	
	Questar Gas Company	Vice President, Regulatory Integration	06/03/2024	
	Questar InfoComm, Inc.	Vice President, Regulatory Integration	06/03/2024	
	The East Ohio Gas Company	Vice President, Regulatory Integration	03/07/2024	
	Wexpro Company	Vice President, Regulatory Integration	06/03/2024	
	Wexpro Development Company	Vice President, Regulatory Integration	06/03/2024	
	Wexpro II Company	Vice President, Regulatory Integration	06/03/2024	
	Wexpro Services Co.	Vice President, Regulatory Integration	06/03/2024	
Wilson, Teresa L.	Enbridge (U.S.) Gas Distribution, LLC	Vice President, Customer Care	08/01/2024	
	Enbridge Alternative Fuel, LLC	Vice President, Customer Care	08/01/2024	
	Enbridge Clean Energy Enterprises Inc.	Vice President, Customer Care	10/01/2024	
	Enbridge EOG Holdings II Corporation	Vice President, Customer Care	08/01/2024	
	Enbridge EOG Holdings, LLC	Vice President, Customer Care	08/01/2024	
	Enbridge Gas Projects, LLC	Vice President, Customer Care	06/03/2024	
	Enbridge PSNC Holdings II, LLC	Vice President, Customer Care	10/01/2024	
	Enbridge PSNC Holdings, LLC	Vice President, Customer Care	10/01/2024	
	Enbridge Questar Holdings II, LLC	Vice President, Customer Care	06/03/2024	
	Enbridge Questar Holdings, LLC	Vice President, Customer Care	06/03/2024	
	PSNC Blue Ridge Corporation	Vice President, Customer Care	10/01/2024	
	PSNC Cardinal Pipeline Company	Vice President, Customer Care	10/01/2024	
	Public Service Company of North Carolina,	Vice President, Customer Care	10/01/2024	
	Questar Gas Company	Vice President, Customer Care	06/03/2024	
	Questar InfoComm, Inc.	Vice President, Customer Care	06/03/2024	
	The East Ohio Gas Company	Vice President, Customer Care	08/01/2024	
	Wexpro Company	Vice President, Customer Care	06/03/2024	
	Wexpro Development Company	Vice President, Customer Care	06/03/2024	
	Wexpro II Company	Vice President, Customer Care	06/03/2024	
	Wexpro Services Co.	Vice President, Customer Care	06/03/2024	
Zimmer, Steven P.	Questar Gas Company	Special Bankruptcy Director	10/17/2016	

1.6 Changes in Ownership as of December 31, 2024

Change.

Entity	Ownership Change
Dominion Energy Utah, Idaho, Wyoming	Enbridge Gas Utah, Idaho, Wyoming

1.7 Affiliate Descriptions of December 31, 2024

Affiliated Entity	Purpose
Enbridge Inc.	Corporate parent holding company (publically traded on NYSE: ENB).
Enbridge (U.S.) Inc.	Holding Company for Enbridge entities in the U.S.
Enbridge Genoa U.S. Holdings, LLC	Holding Company for Enbridge Gas Distribution entities in the U.S.
Enbridge EOG Holdings, LLC	Holding Company for Enbridge Gas Ohio Entities; purchaser of EOG Entities in acquisition from Dominion.
Enbridge PSNC Holdings, LLC	Holding Company for Enbridge Gas North Carolina Distribution Entities; purchaser of PSNC entities in acquisition from Dominion.
Enbridge Questar Holdings, LLC	Holding Company for Questar Entities;purchaser of Questar/Wexpro entities in acquisition from Dominion.
Wexpro Services Company	Services company for Wexpro employees.
Wexpro Development Company	Provides oil and gas exploration services.
Wexpro Company	Develops and produces gas reserves on behalf of Enbridge Gas, and delivers natural gas at its cost of service under the terms of a comprehensive Wexpro Agreement, with operations in Wyoming, Colorado and Utah.
Wexpro II Company	Develops and produces any newly acquired gas reserves on behalf of Enbridge Gas, and delivers natural gas at its cost of service under the terms of the Wexpro II Agreement.
NY Search Robotics, LLC	Collaborative research, development and demonstration organization dedicated to serving its gas utility member companies; Questar Gas Company holds 6.3% ownership interest.
Enbridge Energy Distribution Inc.	Holding Company for Enbridge distribution entities in Canada.
Enbridge Gas Inc.	Local gas distribution company (LDC) in Ontario.
Gazifiere Inc.	Local gas distribution company (LDC) in Quebec.
Dominion Questar Corporation	Was the EOG target entity in the acquisition from Dominion and is now known as Enbridge EOG Holdings II. LLC.
Dominion Energy Services, Inc.	Former affiliate providing shared services such as accounting, legal, and payroll to all 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 services and the overall rate of return on assets

2.1 Summary of Transactions for the Year Ended December 31, 2024

Affiliated Entity	Dominion Energy Ownership Interest	Services Provided Pursuant to IASA (1)			NON-IASA Goods and Services (2)		
		Services Received	Services Provided	Total Received & Provided	Services Received	Services Provided	Total Received & Provided
	100%	-	3,090,409.87	3,090,409.87	151,097,413.69	-	151,097,413.69
Wexpro							
Dominion Energy Questar Corporation	100%	459,653.08	22,966.72	482,619.80	-	-	-
Questar InfoComm, Inc	100%	23,348.37	-	23,348.37	-	-	-
Fall West Hold Co	100%	2,035,308.03	178,620.70	2,213,928.73	-	-	-
Dominion Products and Services Inc	100%	-	45,499.09	45,499.09	-	-	-
Wexpro II	100%	-	657,908.00	657,908.00	66,393,206.61	-	66,393,206.61
Dominion Energy Services	100%	22,497,234.15	490,875.45	22,988,109.60	-	-	-
Dominion Generation	100%	-	-	-	-	-	-
PSNC Company	100%	58,067.17	164,165.58	222,232.75	-	-	-
Dominion Energy RNG Holdings II	100%	-	-	-	-	-	-
Dominion Energy Ohio	100%	404,832.35	150,207.52	555,039.87	-	-	-
		25,478,443.15	4,800,652.93	30,279,096.08	217,490,620.30	-	217,490,620.30

(1) IASA - Agreement where company affiliates provide/receive support functions with Questar Gas. Could be allocated, or charged.
(2) Non Intercompany Administrative Service Agreements (IASA) consist of the Wexpro and Wexpro II Service Agreements, and the QPC Service Agreement

2.2 Affiliate Transactions
Wexpro Company
Affiliated Transactions
For the Year Ended December 31, 2024

Account Description	Questar Gas	Questar Gas	
	Received Services	Provided Services	
Gas Royalties	7,413,593.69		(a)
Operator Service Fee	143,683,820.00		(a)
Administrative services under the IASA		3,090,409.87	(b)
Total	151,097,413.69	3,090,409.87	
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 RNG Holdings

Affiliated Transactions

For the Year Ended December 31, 2024

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

(a) Services are performed under the IASA.

2.2 Affiliate Transactions
Dominion Energy East Ohio
Affiliated Transactions
For the Year Ended December 31, 2024

<u>Account Description</u>	<u>Questar Gas Received Services</u>	<u>Questar Gas Provided Services</u>	
Administrative services under the IASA	404,832.35	150,207.52	(a)
Total	<u>404,832.35</u>	<u>150,207.52</u>	
Basis of pricing	(a)	(a)	
Cost of service	(a)	(a)	
The margin of charges over costs	NA	NA	
Assets allocable to the services	NA	NA	
The overall rate of return on assets	NA	NA	

(a) Services are performed under the IASA.

2.2 Affiliate Transactions
Dominion Energy Questar Corporation
Affiliated Transactions
For the Year Ended December 31, 2024

<u>Account Description</u>	<u>Questar Gas Received Services</u>	<u>Questar Gas Provided Services</u>	
Administrative services under the IASA	459,653.08	22,966.72	(a)
Total	459,653.08	22,966.72	
Basis of pricing	(a)	(a)	
Cost of service	NA	NA	
The margin of charges over costs	NA	NA	
Assets allocable to the services	NA	NA	
The overall rate of return on assets	NA	NA	

(a) Services are performed under the IASA.

2.2 Affiliate Transactions

Dominion Products and Services, Inc

Affiliated Transactions

For the Year Ended December 31, 2024

<u>Account Description</u>	<u>Questar Gas Received Services</u>	<u>Questar Gas Provided Services</u>	
Administrative services under the IASA	-	45,499.09	(a)
Total	-	45,499.09	
Basis of pricing	(a)	(a)	
Cost of service	(a)	(a)	
The margin of charges over costs	NA	NA	
Assets allocable to the services	NA	NA	
The overall rate of return on assets	NA	NA	

(a) Services are performed under the IASA.

2.2 Affiliate Transactions

Dominion Energy RNG Holdings II

Affiliated Transactions

For the Year Ended December 31, 2024

<u>Account Description</u>	<u>Questar Gas Received Services</u>	<u>Questar Gas Provided Services</u>
Administrative services under the IASA		- (a)
Total	-	-
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, 2024

Account Description	Questar Gas Received Services	Questar Gas Provided Services	
Telecom Services	23,348.37	-	(a)
Total	23,348.37	-	
Basis of pricing	(a)	(a)	
Cost of service	NA	NA	
The margin of charges over costs	NA	NA	
Assets allocable to the services	NA	NA	
The overall rate of return on assets	NA	NA	

(a) Services are performed under the IASA.

2.2 Affiliate Transactions

Wexpro II

Affiliated Transactions

For the Year Ended December 31, 2024

<u>Account Description</u>	<u>Questar Gas Received Services</u>	<u>Questar Gas Provided Services</u>	
Gas Royalties	5,687,856.61		(a)
Operator Service Fee	60,705,350.00		
Administrative services under the IASA		657,908.00	
Total	66,393,206.61	657,908.00	
Basis of pricing	(a)	(a)	
Cost of service	NA	NA	
The margin of charges over costs	NA	NA	
Assets allocable to the services	NA	NA	
The overall rate of return on assets	NA	NA	

(a) Pricing and Services are provided under the Wexpro II Agreement

2.2 Affiliate Transactions

Fall West Hold Co

For the Year Ended December 31, 2024

<u>Account Description</u>	<u>Questar Gas Received Services</u>	<u>Questar Gas Provided Services</u>	
Administrative services under the IASA	2,035,308.03	178,620.70	(a)
Total	2,035,308.03	178,620.70	
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
PSNC Company
Affiliated Transactions
For the Year Ended December 31, 2024

<u>Account Description</u>	Questar Gas Received Services	Questar Gas Provided Services	
Administrative services under the IASA	58,067.17	164,165.58	(a)
Total	58,067.17	164,165.58	
Basis of pricing	(a), (b)	(a), (b)	
Cost of service	NA	NA	
The margin of charges over costs	NA	NA	
Assets allocable to the services	NA	NA	
The overall rate of return on assets	NA	NA	

(a) Services are performed under the IASA.

2.2 Affiliate Transactions
Dominion Energy Services
Affiliated Transactions
For the Year Ended December 31, 2024

<u>Account Description</u>	<u>Questar Gas Received Services</u>	<u>Questar Gas Provided Services</u>	
Administrative services under the IASA	22,497,234.15	490,875.45	(a)
Total	<u>22,497,234.15</u>	<u>490,875.45</u>	
Basis of pricing	(a)	(a)	
Cost of service	NA	NA	
The margin of charges over costs	NA	NA	
Assets allocable to the services	NA	NA	
The overall rate of return on assets	NA	NA	

(a) Services are performed under the IASA. This does not include services under the Transaction Services Agreement following the sale to Enbridge which amounted to 14,148,550.36 received by Questar Gas.

2.2 Affiliate Transactions

Dominion Generation, Inc

Affiliated Transactions

For the Year Ended December 31, 2024

<u>Account Description</u>	<u>Questar Gas Received Services</u>	<u>Questar Gas Provided Services</u>	
Administrative services under the IASA	-	-	(a)
Total	-	-	
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, 2024 are included in the following pages.
The pages provided are the balance sheets and the income statements.

Dominion Energy, Inc.
Consolidated Statements of Income

Year Ended December 31, (millions, except per share amounts)	2024	2023	2022
Operating Revenue	\$ 14,459	\$ 14,393	\$ 13,938
Operating Expenses			
Electric fuel and other energy-related purchases	3,614	3,935	3,711
Purchased electric capacity	74	55	59
Purchased gas	260	285	426
Other operations and maintenance	3,589	3,160	3,365
Depreciation and amortization	2,345	2,580	2,442
Other taxes	731	684	675
Impairment of assets and other charges	600	307	1,401
Losses (gains) on sales of assets	(1)	(27)	412
Total operating expenses	11,212	10,979	12,491
Income from operations	3,247	3,414	1,447
Other income (expense)	822	984	(117)
Interest and related charges	1,887	1,674	1,002
Income from continuing operations including noncontrolling interests before income tax expense	2,182	2,724	328
Income tax expense	308	568	59
Net Income From Continuing Operations Including Noncontrolling Interests	1,874	2,156	269
Net Income (Loss) From Discontinued Operations Including Noncontrolling Interests⁽¹⁾	197	(125)	922
Net Income Including Noncontrolling Interests	2,071	2,031	1,191
Noncontrolling Interests	(53)	—	—
Net Income Attributable to Dominion Energy	\$ 2,124	\$ 2,031	\$ 1,191
Amounts attributable to Dominion Energy			
Net income from continuing operations	\$ 1,927	\$ 2,156	\$ 269
Net income (loss) from discontinued operations	197	(125)	922
Net income attributable to Dominion Energy	\$ 2,124	\$ 2,031	\$ 1,191
EPS - Basic			
Net income from continuing operations	\$ 2.20	\$ 2.48	\$ 0.22
Net income (loss) from discontinued operations	0.24	(0.15)	1.11
Net income attributable to Dominion Energy	\$ 2.44	\$ 2.33	\$ 1.33
EPS - Diluted			
Net income from continuing operations	\$ 2.20	\$ 2.48	\$ 0.22
Net income (loss) from discontinued operations	0.24	(0.15)	1.11
Net income attributable to Dominion Energy	\$ 2.44	\$ 2.33	\$ 1.33

(1) Includes income tax expense of \$31 million, \$1.3 billion and \$207 million for the years ended December 31, 2024, 2023 and 2022, respectively.

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

Dominion Energy, Inc.
Consolidated Balance Sheets

At December 31, (millions)	2024	2023
ASSETS		
Current Assets		
Cash and cash equivalents ⁽¹⁾	\$ 310	\$ 184
Customer receivables (less allowance for doubtful accounts of \$30 and \$38) ⁽¹⁾	2,169	2,251
Other receivables (less allowance for doubtful accounts of \$2 and \$1)	358	258
Inventories:		
Materials and supplies	1,360	1,251
Fossil fuel	382	417
Gas stored	22	30
Derivative assets	436	699
Margin deposit assets	104	38
Prepayments ⁽¹⁾	315	246
Regulatory assets ⁽¹⁾	992	1,309
Other ⁽¹⁾	165	175
Assets held for sale	—	18,577
Total current assets	6,613	25,435
Investments		
Nuclear decommissioning trust funds	8,051	6,946
Investment in equity method affiliates	138	268
Other	361	324
Total investments	8,550	7,538
Property, Plant and Equipment		
Property, plant and equipment ⁽¹⁾	94,844	83,417
Accumulated depreciation and amortization	(25,982)	(24,637)
Total property, plant and equipment, net	68,862	58,780
Deferred Charges and Other Assets		
Goodwill	4,143	4,143
Pension and other postretirement benefit assets	2,240	1,779
Intangible assets, net	1,136	945
Derivative assets	963	597
Regulatory assets ⁽¹⁾	8,288	8,356
Other ⁽¹⁾	1,620	1,507
Total deferred charges and other assets	18,390	17,327
Total assets	\$ 102,415	\$ 109,080

(1) See Note 16 for amounts attributable to VIEs.

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

At December 31, (millions)	2024	2023
LIABILITIES AND EQUITY		
Current Liabilities		
Securities due within one year ⁽¹⁾	\$ 1,725	\$ 6,589
Supplemental credit facility borrowings	—	450
Short-term debt	2,500	3,956
Accounts payable	1,149	921
Accrued interest, payroll and taxes ⁽¹⁾	1,045	1,075
Derivative liabilities	207	346
Regulatory liabilities	579	522
Other ⁽²⁾	2,084	1,732
Liabilities held for sale	—	8,885
Total current liabilities	9,289	24,476
Long-Term Debt		
Long-term debt	33,034	32,368
Securitization bonds ⁽¹⁾	1,054	—
Junior subordinated notes	3,223	688
Supplemental credit facility borrowings	—	—
Other	214	192
Total long-term debt	37,525	33,248
Deferred Credits and Other Liabilities		
Deferred income taxes	6,412	6,621
Deferred investment tax credits	1,070	1,098
Regulatory liabilities	9,196	8,674
Asset retirement obligations ⁽¹⁾	7,074	5,641
Derivative liabilities	305	321
Other	1,352	1,434
Total deferred credits and other liabilities	25,409	23,789
Total liabilities	72,223	81,513
Commitments and Contingencies (see Note 23)		
Equity		
Preferred stock (See Note 19)	991	1,783
Common stock – no par ⁽³⁾	24,383	23,728
Retained earnings	2,035	2,229
Accumulated other comprehensive loss	(156)	(173)
Shareholders' equity	27,253	27,567
Noncontrolling interests	2,939	—
Total equity	30,192	27,567
Total liabilities and equity	\$ 102,415	\$ 109,080

(1) See Note 16 for amounts attributable to VIEs.

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

(3) 1.8 billion shares authorized; 852 million shares and 838 million shares outstanding at December 31, 2024 and 2023, respectively.

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

Wexpro Company
Consolidated Balance Sheets

At December 31, (millions)	2024	2023
ASSETS		
Current Assets		
Cash and cash equivalents	\$ 23.0	\$ 6.8
Accounts receivable, net of allowance for uncollectible accounts of \$- and \$-	5.3	8.0
Receivables from affiliates	39.4	19.5
Materials and supplies, at lower of average cost or market	19.9	27.8
Regulatory assets ⁽¹⁾	17.0	18.1
Prepaid expenses and other	1.1	1.4
Total current assets	105.7	81.6
Property, Plant and Equipment		
Cost-of-service gas and oil property, plant and equipment, successful efforts method	2,263.8	2,138.4
Accumulated depreciation, depletion and amortization	(1,544.0)	(1,467.6)
Total cost-of-service gas and oil property, plant and equipment, net	719.8	670.8
Other Assets		
Other	73.0	69.3
Total other assets	73.0	69.3
Total assets	\$ 898.5	\$ 821.7
LIABILITIES AND COMMON SHAREHOLDER'S EQUITY		
Current Liabilities		
Accounts payable	\$ 2.9	\$ 7.0
Payables to affiliates	15.1	4.4
Affiliated current borrowings	—	10.0
Accrued expenses and other	20.5	22.6
Regulatory liabilities	5.7	6.5
Production and other taxes	6.1	11.7
Total current liabilities	50.3	62.2
Deferred Credits and Other Liabilities		
Deferred income taxes	48.2	54.0
Asset retirement obligations	156.9	133.6
Regulatory liabilities	43.7	49.5
Other	0.7	2.2
Total deferred credits and other liabilities	249.5	239.3
Total liabilities	299.8	301.5
Commitments and Contingencies (see Note 7)		
Common Shareholder's Equity		
Common stock – par value \$0.01 per share; 1,000 shares authorized, issued and outstanding	—	—
Additional paid-in capital	203.8	174.4
Retained earnings	394.9	345.8
Total common shareholder's equity	598.7	520.2
Total liabilities and common shareholder's equity	\$ 898.5	\$ 821.7

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

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

Wexpro Company
Consolidated Statements of Income

Year Ended December 31, (millions)	2024	2023
Revenues		
Operator service fee ⁽¹⁾	\$ 204.5	\$ 213.6
Oil and NGL sales	12.6	12.9
Other	4.3	4.3
Total revenues	221.4	230.8
Operating Expenses		
Operating and maintenance ⁽¹⁾	38.5	35.3
General and administrative ⁽¹⁾	23.7	23.7
Production and other taxes	17.4	41.1
Depreciation, depletion and amortization	81.9	68.3
Accretion expense	6.6	5.3
Total operating expenses	168.1	173.7
Operating income	53.3	57.1
Other income ⁽¹⁾	4.3	3.5
Income from operations before income tax expense	57.6	60.6
Income tax expense	8.5	11.1
Net income	\$ 49.1	\$ 49.5

(1) See Note 8 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
2024

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 282,364,822 (b) 1/1/2024 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	5,322,661 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.

Data shown includes activity of Dominion Energy and Enbridge.

Questar Gas Company - Dominion Energy, Inc.
Intercompany Revolving Credit Agreement Transactions Summary
Questar Gas Company ("QGC")
Dominion Energy, Inc. ("DEI")
2024

<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> (a)	<u>Interest Rate Range</u>	<u>Interest Expense Incurred by QGC</u>	<u>Interest Income Earned by QGC</u>
December-23					\$ (282,364,822)			
January-24	\$ 78,603,050	\$ 190,541,000	-	-	\$ (170,426,873)	5.64% 5.67%	972,050	-
February-24	\$ 57,666,086	\$ 228,100,971	-	-	\$ 8,012	5.61% 5.64%	370,086	-
March-24	\$ 5,336,213	\$ 4,726,000	-	-	\$ (602,200)	5.62% 5.63%	4,200	-
April-24	\$ 81,530,598	\$ 43,620,047	-	-	\$ (38,512,752)	5.62% 5.63%	136,598	-
May-24	\$ 10,149,773	\$ 48,662,525	-	-	\$ -	5.60% 5.63%	41,772	-
June-24	\$ -	\$ -	-	-				-
July-24	\$ -	\$ -	-	-				-
August-24	\$ -	\$ -	-	-				-
September-24	\$ -	\$ -	-	-				-
October-24	\$ -	\$ -	-	-	\$ 6,806,452	4.96%	336,919	-
November-24	\$ -	\$ -	-	-	\$ 29,266,667	4.71%	1,378,460	-
December-24	\$ -	\$ -	-	-	\$ 45,175,161	4.61%	2,082,575	-
TOTAL	\$ 233,285,720	\$ 515,650,543	\$ -	\$ -			\$ 5,322,661	\$ -

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

Data shown includes activity prior to the sale of Questar Gas Company to Enbridge May 31, 2024.

Enbridge Gas Data activity starts from June, 2024- Dec. 2024

IV. Debt Guarantees

If the parent guarantees any debt or affiliated interest, identify the entities involved, the nature of the debt, the original amount, the highest amount during the year ended December 31, 2014 and the balance as of December 31, 2024.

Questar Gas Company does not guarantee the debt of any of its affiliates. Questar Gas Company does not guarantee the debt of any of its affiliates.

5.0 Other Transactions

Other transactions (utility leasing of affiliate property, affiliate leasing of utility property, utility purchase of affiliate property, material or supplies and affiliate purchase of utility property, material or supplies) are as follows:	Amount
5.1 The utility leased office space from Dominion Energy Questar Corp. at the Utah Center. The listed amount includes lease, interest, maintenance, and depreciation.	-719,936.47
5.2 Questar Gas charged Dominion Generation, Inc., an unregulated affiliate, for rent and rental improvements for the year ended December 31, 2024.	0.00
5.4 Other Transactions (Transfers)	1,895,390.59

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, 2024

Affiliate	Job Title	Count
Dom Energy Services, Inc.	Financial Consultant	1
Va Electric & Power Co.	Engineer I	1
Dom En Tech Solutions Inc	Sr Real Estate Specialist	1
Total		3

6.2 Report of Questar Gas Employee Transfer From Affiliates During the Year Ended December 31, 2024

Affiliate	Job Title	Count
DES	Administrative Assistant III	2
DES	Assistant General Counsel	1
DES	Associate Claims Agent	2
DES	Associate Sourcing Specialist	3
DES	Business Development Manager	1
DES	Business Performance Consultant	2
DES	Business Process Analyst	1
DES	Business Process Systems Spec GIG	1
DES	Communications Strategic Advisor	1
DES	Coord Printing Services	1
DES	Counsel	1
DES	Dir Pipeline Safety Management Systems	1
DES	Director-Customer Service	1
DES	Director-Financial & Business Services	1
DES	Director-Regulatory & Pricing	1
DES	Disbursements Representative II	2
DES	Disbursements Representative III	1
DES	Env Consultant	1
DES	Environmental Compliance Coordinator	2
DES	Environmental Specialist III	1
DES	Executive Assistant	1
DES	Facilities Project Manager II	1
DES	Facilities Technician II	5
DES	Financial Analyst	2
DES	Financial Consultant	1
DES	Fleet Maint Field Methods & Perfm Spclst	1
DES	Fleet Specialist	6
DES	Fleet Strategic Advisor	1
DES	Fleet Technician	6
DES	Fuel Analyst I	1
DES	Gas Supply & Transportation Rep	1
DES	Gas Supply & Transportation Specialist	2
DES	Human Performance Coordinator	1
DES	Lead Auditor	1
DES	Lead Claims Agent	1
DES	Lead Facilities Technician	2
DES	Lead Fleet Technician	1
DES	Lead Human Resources Business Partner	1
DES	Lead Stockhandler-Gas	1
DES	Legal Administrative Assistant III	1
DES	Mail Services Representative	1

Affiliate	Job Title	Count
DES	Manager-BU Environmental Compliance	1
DES	Manager-Financial & Business Services	1
DES	Manager-Gas Operations	1
DES	Manager-Gas Safety & Training	1
DES	Manager-Human Resources	1
DES	Manager-Physical Security	1
DES	Manager-Supply Chain Services	1
DES	Mgr Facilities Management (O&M Oper)	1
DES	Mgr Gas Supply	1
DES	Mgr Regulation	2
DES	Paralegal II	1
DES	Physical Security Consultant Western Ops	2
DES	Process Assistant III	2
DES	Regulatory Analyst I	1
DES	Regulatory Analyst II	2
DES	Regulatory Consultant	2
DES	Regulatory Specialist	1
DES	Safety Specialist	1
DES	Senior Auditor	1
DES	Senior Business Performance Analyst	2
DES	Senior Communications Specialist	2
DES	Senior Environmental Compliance Coordinator	3
DES	Senior Financial Analyst	1
DES	Senior Fleet Technician	5
DES	Senior Retail Transportation Analyst	1
DES	Senior Safety Specialist	3
DES	Senior Sourcing Specialist	5
DES	Sr Gas Supply & Transportation Rep	1
DES	Sr HR Business Partner	1
DES	Sr Materials Specialist	1
DES	Sr Stockhandler-Gas	10
DES	State Policy Advisor	1
DES	Stockhandler-Gas	1
DES	Supervisor-Administrative Services	1
DES	Supv Facilities	2
DES	Supv Fleet Maintenance	3
DES	Supv Logistics	1
DES	Supv Supply Chain Management	1
DES	Talent Acquisition Specialist	1
DES	VP & General Mgr Western Distribution	1
	Grand Total	136

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, 2024

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 2024 all costs were charged directly through to Questar Gas from DES and not through Questar Corp. The allocated amounts were as follows:

Affiliate name	Total services received	Amount of allocated services
Dominion Energy Services, Inc.	\$22,497,234	\$15,874,434

\$490,875 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.

DRS Amortization Guidelines		
Amount	12 or Fewer Months	More than 12 Months
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 DEI.
- 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 1

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

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.

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

Service Department or Function	<u>Basis of Allocation</u>
<i>Information Technology, Electronic Transmission and Computer Services and Software/Hardware Pooling:</i> LDC/EDC Computer Applications	Number of Dominion Company customers at the end of the preceding year ended December 31 st .
Other Computer Applications, including Software/Hardware Pooling	Number of Dominion Company users or usage of specific computer systems at the end of the preceding year ended December 31 st .
Telecommunications Applications	Number of Dominion Company telecommunications units at the end of the preceding year ended December 31 st .
<i>Human Resources:</i> Human Resources	The number of Dominion Company employees as of the preceding December 31 st .
<i>Business Services:</i>	
Facility Services	Square footage of Dominion Company office space as of the preceding year ended December 31 st .
Fleet Administration	Number of Dominion Company vehicles as of the preceding December 31 st .
Security	The number of Dominion Company employees as of the preceding December 31 st .
Gas Supply	Throughput of gas volumes purchased for each Dominion Company for the preceding year ended December 31 st .
<i>Risk Management:</i> Risk Management	Dominion Company insurance premiums for the preceding year ended December 31 st .
<i>Corporate Planning:</i> Corporate Planning	Total Dominion Company capitalization (Debt and Equity) recorded at preceding December 31 st .
<i>Supply Chain:</i> Purchasing	Dollar value of Dominion Company purchases for the preceding year ended December 31 st .

Service Department or Function	<u>Basis of Allocation</u>
<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 st .
<i>Treasury/ Finance:</i> Treasury and Cash Management	Total Dominion Company capitalization (Debt and Equity) recorded at preceding December 31 st .
<i>Office Space and Equipment:</i> Corporate Office and Electricity	Headcount at corporate offices as of the previous December 31 st .

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 st 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

Category	Total Services Received	Allocated	Non Allocated
Dominion Energy Inc	-	-	-
Dominion Energy Ohio	353.73	353.73	-
DE Questar Corporation	459,653.08	459,653.08	-
Fall West Hold Co	2,035,308.03	2,038,454.01	(3,145.98)
Questar InfoComm Inc	23,348.37	-	23,348.37
Wexpro I	151,097,413.69	-	151,097,413.69
Wexpro II	66,393,206.61	-	66,393,206.61
Dominion Energy Services Inc	22,497,234.15	15,874,434.40	6,622,799.75
Total	242,506,517.66	18,372,895.22	224,133,622.44

7.3 Amounts Allocated from the Utility

Category	Total Services Provided	Allocated	Non Allocated
DE Questar Corporation	22,966.72	22,966.72	-
Fall West Hold Co	178,620.70	203,837.13	(25,216.43)
Wexpro I	3,090,409.87	1,594.77	3,088,815.10
Wexpro II	657,908.00	-	657,908.00
Dominion Energy Services Inc	490,875.45	-	490,875.45
Dominion Products & Services	45,499.09	-	45,499.09
Total	4,486,279.83	228,398.62	4,257,881.21

7.4 Intercompany Administrative Services Agreements

EXHIBIT 10.13

DES Services Agreement

This DES Services Agreement (this “Agreement”) is entered into as of January 1, 2018, by and between QUESTAR GAS COMPANY, a Utah corporation (the “Company”), and DOMINION ENERGY SERVICES, INC., a Virginia corporation (“DES”), for the benefit of the Company. DES is sometimes referred to herein as “Service Company.”

WHEREAS, each of the Company and DES is a direct or indirect wholly-owned subsidiary of Dominion Energy, Inc., a Virginia corporation and a “holding company” as defined in the Public Utility Holding Company Act of 2005 that is subject to regulation as such under that Act by the Federal Energy Regulatory Commission (“Dominion”);

WHEREAS, DES has been formed for the purpose of providing administrative, management and other services to Dominion and its subsidiaries (“Dominion Companies”) as a subsidiary service company;

WHEREAS Dominion has completed a transaction and merger whereby the Company, subject to applicable regulatory approvals, has become a wholly-owned subsidiary of Dominion;

WHEREAS, the Company believes that it is in the interest of the Company to provide for an arrangement whereby the Company may, from time to time and at the option of the Company, agree to purchase such administrative, management and other services as set forth in Exhibit I hereto from DES for its benefit.

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

I. SERVICES OFFERED. Exhibit I hereto lists and describes all of the services that are available from DES. DES hereby offers to supply those services to the Company for the benefit of the Company. Such services are and will be provided to the Company only at the request of the Company. DES will provide such requested services using personnel from DES and, if necessary, from non-affiliated third parties in accordance with Section III herein.

II. INITIAL SERVICES SELECTED. Exhibit II lists the services from Exhibit I that (i) the Company hereby agrees to receive from DES, and (ii) DES hereby agrees to provide to the Company.

III. PERSONNEL. DES will provide services by utilizing the services of such executives, accountants, financial advisers, technical advisers, attorneys, engineers, geologists and other persons as have the necessary qualifications.

If necessary, DES, after consultation with the Company, may also arrange for the services of non-affiliated experts, consultants and attorneys in connection with the performance of any of the services supplied under this Agreement.

IV. COMPENSATION AND ALLOCATION. As and to the extent required by law, DES will provide such services at cost. Exhibit III hereof contains rules and methods for determining and allocating costs for DES.

V. EFFECTIVE DATE. This Agreement is effective as of January 1, 2018 (the "Effective Date").

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

VII. TERMINATION AND MODIFICATION.

A. Modification of Services. The Company may modify its selection of services at any time during the calendar year by giving DES written notice of the additional services it wishes to receive, and/or the services it no longer wishes to receive, in Exhibit I from DES. The requested modification in services shall take effect on the first day of the first calendar month beginning at least thirty (30) days after the Company sent written notice to DES.

B. Modification of Other Terms and Conditions. No other amendment, change or modification of this Agreement shall be valid, unless made in writing and signed by all parties hereto.

C. Termination of this Agreement. The Company may terminate this Agreement by providing sixty (60) days advance written notice of such termination to DES. DES may terminate this Agreement by providing sixty (60) days advance written notice of such termination to the Company.

This Agreement shall be subject to the approval of any state commission or other state regulatory body whose approval is, by the laws of said state, a legal prerequisite to the execution and delivery or the performance of this Agreement.

VIII. NOTICE. Where written notice is required by this Agreement, said notice shall be deemed given when mailed by United States registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

a. To the Company:

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

With a Copy to:

Dominion Energy Services, Inc.
Law Department
120 Tredegar Street
Richmond, Virginia 23219
Attention: Managing Counsel and State Regulatory Team

b. To DES:

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

With a Copy to:

Dominion Energy Services, Inc.
Law Department
120 Tredegar Street
Richmond, Virginia 23219
Attention: Managing Counsel and State Regulatory Team

IX. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of Virginia, without regard to its conflict of laws provisions.

X. ENTIRE AGREEMENT. This Agreement, together with its exhibits, constitutes the entire understanding and agreement of the parties with respect to its subject matter, and effective upon the execution of this Agreement by the respective parties hereof and thereto, any and all prior agreements, understandings or representations with respect to this subject matter are hereby terminated and cancelled in their entirety and are of no further force and effect.

XI. WAIVER. No waiver by any party hereto of a breach of any provision of this Agreement shall constitute a waiver of any preceding or succeeding breach of the same or any other provision hereof.

XII. ASSIGNMENT. This Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors and assigns. No assignment of this Agreement or any party's rights, interests or obligations hereunder may be made without the other party's consent, which shall not be unreasonably withheld, delayed or conditioned; provided, however, that, subject to the requirements of applicable state and federal regulatory law, either party may

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

XIII. SEVERABILITY. If any provision or provisions of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first above mentioned.

QUESTAR GAS COMPANY

By


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

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

Service Department or Function	<u>Basis of Allocation</u>
<i>Information Technology, Electronic Transmission and Computer Services and Software/Hardware Pooling:</i> LDC/EDC Computer Applications	Number of Dominion Company customers at the end of the preceding year ended December 31 st .
Other Computer Applications, including Software/Hardware Pooling	Number of Dominion Company users or usage of specific computer systems at the end of the preceding year ended December 31 st .
Telecommunications Applications	Number of Dominion Company telecommunications units at the end of the preceding year ended December 31 st .
<i>Human Resources:</i> Human Resources	The number of Dominion Company employees as of the preceding December 31 st .
<i>Business Services:</i>	
Facility Services	Square footage of Dominion Company office space as of the preceding year ended December 31 st .
Fleet Administration	Number of Dominion Company vehicles as of the preceding December 31 st .
Security	The number of Dominion Company employees as of the preceding December 31 st .
Gas Supply	Throughput of gas volumes purchased for each Dominion Company for the preceding year ended December 31 st .
<i>Risk Management:</i> Risk Management	Dominion Company insurance premiums for the preceding year ended December 31 st .
<i>Corporate Planning:</i> Corporate Planning	Total Dominion Company capitalization (Debt and Equity) recorded at preceding December 31 st .
<i>Supply Chain:</i> Purchasing	Dollar value of Dominion Company purchases for the preceding year ended December 31 st .
<i>Tax:</i> Tax Accounting and Compliance	The sum of the total income and total deductions as reported for Dominion Consolidated Federal Income Tax purposes on the last return filed.

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

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

<u>Company Group</u>	<u>Basis of Allocation</u>
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 st 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: Fred A. Wood

Title: Sy Financial Management

WAB &

Accepted and Agreed to:

DOMINION ENERGY QUESTAR
CORPORATION

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

Dominion Energy Questar Corporation
May 1, 2017
Page 3

EXHIBIT A

Services Provided from Questar Gas Company to Dominion Energy Questar Corporation

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

EXHIBIT B

Descriptions of Services Provided from Questar Gas Company to Dominion Energy Questar Corporation

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

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

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

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

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

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

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

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

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

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

14. Environmental Compliance. Provide consulting, cleanup, environmental permitting, environmental compliance support, biological and chemical services, environmental reporting, and environmental compliance plan preparation as required by Receiving Company to ensure full compliance with applicable environmental statutes and regulations. Track state and federal environmental regulations. Provide summaries and guidance for Receiving Company personnel to ensure ongoing compliance.

15. Customer Services. Provide services and systems dedicated to customer service, billing, remittance, credit, collections, customer relations, call centers, energy conservation support and metering.

16. Energy Marketing. Provide services and systems dedicated to energy marketing and trading of energy commodities, specifically the provision of all services related to emissions products, renewable energy products, environmental commodities (commodities derived from environmental attributes associated with qualifying types of generation that are required for compliance with applicable federal, state and local laws, as well as any voluntary additional reductions that the Receiving Company has elected to complete). Provide market, credit and operational risk management services and development of marketing and sales programs in physical and financial markets.

17. Treasury/Finance. Provide services related to managing all administrative activities associated with financing and the management of capital structure; cash, credit and risk management activities; investment and commercial banking relationships; oversight of decommissioning trust funds and general financing activities.

18. Office Space and Equipment. Provide use of land, buildings, furnishings, and equipment, and all costs related to these assets – *i.e.*, property taxes, utilities, and maintenance.

May 1, 2017

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
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the costs of all services supplied hereunder during the preceding month and may include estimated amounts attributable to services which Providing Company anticipates it will supply during the next succeeding calendar month. All statements so rendered will be due and payable ten (10) days after receipt thereof.

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

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

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

Respectfully submitted,

QUESTAR GAS COMPANY

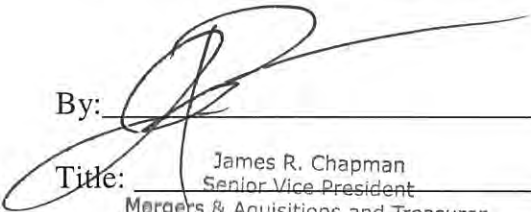
By: Frank A. Wood

Title: SVP-Financial Management

WHS

Accepted and Agreed to:

DOMINION GENERATION, INC.

By: 

Title: James R. Chapman

Senior Vice President

Mergers & Acquisitions and Treasurer

Dominion Generation, Inc.
May 1, 2017
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EXHIBIT A

**Services Provided from Questar Gas Company
to Dominion Generation, Inc.**

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

EXHIBIT B

Descriptions of Services Provided from Questar Gas Company to Dominion Generation, Inc.

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

Dominion Generation, Inc.
May 1, 2017
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

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

14. Environmental Compliance. Provide consulting, cleanup, environmental permitting, environmental compliance support, biological and chemical services, environmental reporting, and environmental compliance plan preparation as required by Receiving Company to ensure full compliance with applicable environmental statutes and regulations. Track state and federal environmental regulations. Provide summaries and guidance for Receiving Company personnel to ensure ongoing compliance.

15. Customer Services. Provide services and systems dedicated to customer service, billing, remittance, credit, collections, customer relations, call centers, energy conservation support and metering.

16. Energy Marketing. Provide services and systems dedicated to energy marketing and trading of energy commodities, specifically the provision of all services related to emissions products, renewable energy products, environmental commodities (commodities derived from environmental attributes associated with qualifying types of generation that are required for compliance with applicable federal, state and local laws, as well as any voluntary additional reductions that the Receiving Company has elected to complete). Provide market, credit and operational risk management services and development of marketing and sales programs in physical and financial markets.

17. Treasury/Finance. Provide services related to managing all administrative activities associated with financing and the management of capital structure; cash, credit and risk management activities; investment and commercial banking relationships; oversight of decommissioning trust funds and general financing activities.

18. Office Space and Equipment. Provide use of land, buildings, furnishings, and equipment, and all costs related to these assets – *i.e.*, property taxes, utilities, and maintenance.

May 1, 2017

Dominion Products and Services, Inc.
120 Tredegar Street
Richmond, Virginia 23229

Ladies and Gentlemen:

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

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

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

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

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

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

Dominion Products and Services, Inc.
May 1, 2017
Page 2

the costs of all services supplied hereunder during the preceding month and may include estimated amounts attributable to services which Providing Company anticipates it will supply during the next succeeding calendar month. All statements so rendered will be due and payable ten (10) days after receipt thereof.

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

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

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

Respectfully submitted,

QUESTAR GAS COMPANY

By: Frank A. Woods

Title: Svp - Financial Management

WFS 8

Accepted and Agreed to:

DOMINION PRODUCTS AND
SERVICES, INC.

By: [Signature]

Title: [Signature]

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	

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.
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 Products and 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.

15. Customer Services. Provide services and systems dedicated to customer service, billing, remittance, credit, collections, customer relations, call centers, energy conservation support and metering.

16. Energy Marketing. Provide services and systems dedicated to energy marketing and trading of energy commodities, specifically the provision of all services related to emissions products, renewable energy products, environmental commodities (commodities derived from environmental attributes associated with qualifying types of generation that are required for compliance with applicable federal, state and local laws, as well as any voluntary additional reductions that the Receiving Company has elected to complete). Provide market, credit and operational risk management services and development of marketing and sales programs in physical and financial markets.

17. Treasury/Finance. Provide services related to managing all administrative activities associated with financing and the management of capital structure; cash, credit and risk management activities; investment and commercial banking relationships; oversight of decommissioning trust funds and general financing activities.

18. Office Space and Equipment. Provide use of land, buildings, furnishings, and equipment, and all costs related to these assets – *i.e.*, property taxes, utilities, and maintenance.

November 16, 2016

Questar Gas Company
333 South State Street
Salt Lake City, UT 84145-0360

Ladies and Gentlemen:

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

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

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

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

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

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

Questar Gas Company
November 16, 2016
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.

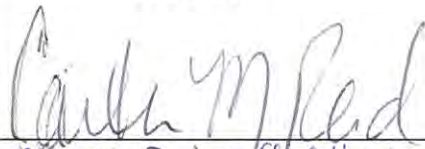
4. This Agreement shall become effective as of November 16, 2016 and shall continue in force and effect until terminated by either party upon thirty days' written notice of termination.

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.

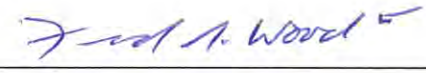
Respectfully submitted,

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 &

Questar Gas Company
November 16, 2016
Page 3

EXHIBIT A

Services Provided from QPC Services Company to Questar Gas Company

SERVICE	YES	NO
1. Accounting	___	
2. Auditing	___	
3. Legal and Regulatory	<u>X</u>	
4. Information Technology, Electronic Transmission and Computer Services	<u>X</u>	
5. Software/Hardware Pooling	___	
6. Human Resources	___	
7. Operations	<u>X</u>	
8. Executive and Administrative	___	
9. Business Services	___	
10. Risk Management	___	
11. Corporate Planning	___	
12. Supply Chain	___	
13. Rates	___	
14. Research	___	
15. Tax	___	
16. Corporate Secretary	___	
17. Investor Relations	___	
18. Environmental Compliance	___	
19. Customer Services	___	
20. Energy Marketing	___	
21. Treasury/Finance	___	
22. External Affairs	___	
23. Office Space and Equipment	___	

EXHIBIT B

Descriptions of Services Provided from QPC Services Company to Questar Gas Company

1. Accounting. Provide advice and assistance to Receiving Company in accounting matters (development of accounting practices, procedures and controls, the maintenance of the general ledger and related subsidiary systems, the preparation and analysis of financial reports, and the processing of certain accounts such as accounts payable, accounts receivable, and payroll).
2. Auditing. Periodically audit the accounting records and other records maintained by Receiving Company and coordinate their examination, where applicable, with that of independent public accountants. The audit staff will report on their examination and submit recommendations, as appropriate, on improving methods of internal control and accounting procedures.
3. Legal and Regulatory. Provide advice and assistance with respect to legal and regulatory issues as well as regulatory compliance and matters under federal and state laws.
4. Information Technology, Electronic Transmission and Computer Services. Provide the organization and resources for the operation of an information technology function (development, implementation and operation of a centralized data processing facility and the management of a telecommunications network, and the central processing of computerized applications and support of individual applications in Receiving Company). Develop, implement, and process those computerized applications for Receiving Company that can be economically best accomplished on a centralized basis. Develop, implement, and process information technology risk management services and services for the secure protection and transmission of critical and sensitive data.
5. Software/Hardware Pooling. Accept ownership of and rights to use, assign, license or sub-license all software owned, acquired or developed by or for Providing Company which Providing Company can and does transfer or assign to Receiving Company and computer system hardware used with software and enhancements to which Providing Company has legal right. Preserve and protect the rights to all such software to the extent reasonable and appropriate under the circumstances; license Receiving Company, on a non-exclusive, no-charge or at-cost basis, to use all software which Providing Company has the right to sell, license or sub-license; and, at the Receiving Company's expense, permit Receiving Company to enhance any such software and license others to use all such software and enhancements to the extent that Providing Company shall have the legal right to so permit.

6. Human Resources. Advise and assist Receiving Company in the formulation and administration of human resources policies and programs relating to the relevant Receiving Company's labor relations, personnel administration, training, wage and salary administration, staffing and safety. Direct and administer all medical, health, and employee benefit and pension plans of Receiving Company. Provide systems of physical examination for employment and other purposes and direct and administer programs for the prevention of sickness. Advise and assist Receiving Company in the administration of such plans and prepare and maintain records of employee and company accounts under the said plans, together with such statistical data and reports as are pertinent to the plans.

7. Operations. Advise and assist Receiving Company in the following matters relating to operational capacity: (i) the preparation and coordination of studying, consulting, planning, designing, inspecting and engineering and construction of facilities of Receiving Company, (ii) the planning, engineering (including maps and records) and construction operations of Receiving Company, (iii) the performance of operations support services, plant and facilities operation, generation outage support, and maintenance and management services, and (iv) the planning, formulation and implementation of load retention, load shaping and conservation and efficiency programs, and integrated resource planning for supply-side plans and demand-side management programs. Develop long-range operational programs for Receiving Company and advise and assist Receiving Company in the coordination of such programs with the programs of the other Dominion subsidiaries, subject to federal and state codes and standards of conduct, as applicable. Manage Receiving Company's purchase, movement, transfer, and accounting of fuel and gas volumes.

8. Executive and Administrative. Advise and assist Receiving Company in the solution of major problems and in the formulation and execution of the general plans and policies of Receiving Company. Advise and assist Receiving Company as to operations, the issuance of securities, the preparation of filings arising out of or required by the various federal and state securities, business, public utilities and corporation laws, the selection of executive and administrative personnel, the representation of Receiving Company before regulatory bodies, proposals for capital expenditures, budgets, financing, acquisition and disposition of properties, expansion of business, rate structures, public relationships and related matters.

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

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

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

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

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

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

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

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

17. Investor Relations. Provide fair and accurate analysis of Receiving Company and an outlook within the financial community. Enhance Receiving Company's position in the energy industry. Balance and diversify owner investment in Receiving Company through a wide range of activities. Provide feedback to Receiving Company regarding investor concerns, trading and ownerships. Hold periodic analysts meetings, and provide various operating data as requested or required by investors.

18. Environmental Compliance. Provide consulting, cleanup, environmental permitting, environmental compliance support, biological and chemical services, environmental reporting, and environmental compliance plan preparation as required by Receiving Company to ensure full compliance with applicable environmental statutes and regulations. Track state and federal environmental regulations. Provide summaries and guidance for Receiving Company personnel to ensure ongoing compliance.

19. Customer Services. Provide services and systems dedicated to customer service, billing, remittance, credit, collections, customer relations, call centers, energy conservation support and metering.

20. Energy Marketing. Provide services and systems dedicated to energy marketing and trading of energy commodities, specifically the provision of all services related to emissions products, renewable energy products, environmental commodities (commodities derived from environmental attributes associated with qualifying types of generation that are required for compliance with applicable federal, state and local laws, as well as any voluntary additional reductions that the Receiving Company has elected to complete). Provide market, credit and operational risk management services and development of marketing and sales programs in physical and financial markets.

21. Treasury/Finance. Provide services related to managing all administrative activities associated with financing and the management of capital structure; cash, credit and risk management activities; investment and commercial banking relationships; oversight of decommissioning trust funds and general financing activities.

22. External Affairs. Provide services in support of corporate strategies for managing relationships with federal, state and local governments, agencies and legislative bodies. Formulate and assist with public relations, advertising, and external/internal communications programs and with the administration of corporate contribution and community affairs programs.

23. Office Space and Equipment. Provide use of land, buildings, furnishings, and equipment, and all costs related to these assets – *i.e.*, property taxes, utilities, and maintenance.

May 1, 2017

Questar Energy Services, Inc.
333 South State Street
Salt Lake City, Utah 84111

Ladies and Gentlemen:

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

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

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

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

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

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

Questar Energy Services, Inc.
May 1, 2017
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
WJB 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
Page 3

EXHIBIT A

Services Provided from Questar Gas Company to Questar Energy Services, Inc.

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

EXHIBIT B

Descriptions of Services Provided from Questar Gas Company to Questar Energy Services, Inc.

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

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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.

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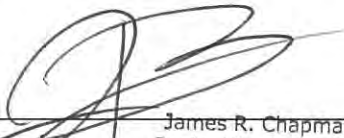
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If you approve of this proposal, please indicate your acceptance by executing both copies hereof in the space provided and return one fully executed copy to Providing Company.

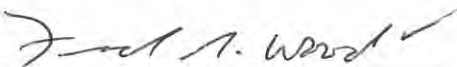
Respectfully submitted,

QUESTAR ENERGY SERVICES, INC.

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

Accepted and Agreed to:

QUESTAR GAS COMPANY

By: 
Fred A. Ward

Title: Senior Vice President - Financial
Management

WKS&

EXHIBIT A

**Services Provided from Questar Energy Services, Inc.
to Questar Gas Company**

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

EXHIBIT B

Descriptions of Services Provided from Questar Energy Services, Inc. to Questar Gas Company

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

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

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

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

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

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

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

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

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

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

14. Environmental Compliance. Provide consulting, cleanup, environmental permitting, environmental compliance support, biological and chemical services, environmental reporting, and environmental compliance plan preparation as required by Receiving Company to ensure full compliance with applicable environmental statutes and regulations. Track state and federal environmental regulations. Provide summaries and guidance for Receiving Company personnel to ensure ongoing compliance.

15. Customer Services. Provide services and systems dedicated to customer service, billing, remittance, credit, collections, customer relations, call centers, energy conservation support and metering.

16. Energy Marketing. Provide services and systems dedicated to energy marketing and trading of energy commodities, specifically the provision of all services related to emissions products, renewable energy products, environmental commodities (commodities derived from environmental attributes associated with qualifying types of generation that are required for compliance with applicable federal, state and local laws, as well as any voluntary additional reductions that the Receiving Company has elected to complete). Provide market, credit and operational risk management services and development of marketing and sales programs in physical and financial markets.

17. Treasury/Finance. Provide services related to managing all administrative activities associated with financing and the management of capital structure; cash, credit and risk management activities; investment and commercial banking relationships; oversight of decommissioning trust funds and general financing activities.

18. Office Space and Equipment. Provide use of land, buildings, furnishings, and equipment, and all costs related to these assets – *i.e.*, property taxes, utilities, and maintenance.

May 1, 2017

Questar 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

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. Wood

Title: SVP - Financial Management

WFW

Accepted and Agreed to:

QUESTAR FIELD SERVICES, LLC

By: [Signature]

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

Questar Field Services, LLC
May 1, 2017
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EXHIBIT A

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

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

EXHIBIT B

Descriptions of Services Provided from Questar Gas Company to Questar Field Services, LLC

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

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

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

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

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

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

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

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

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

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

14. Environmental Compliance. Provide consulting, cleanup, environmental permitting, environmental compliance support, biological and chemical services, environmental reporting, and environmental compliance plan preparation as required by Receiving Company to ensure full compliance with applicable environmental statutes and regulations. Track state and federal environmental regulations. Provide summaries and guidance for Receiving Company personnel to ensure ongoing compliance.

15. Customer Services. Provide services and systems dedicated to customer service, billing, remittance, credit, collections, customer relations, call centers, energy conservation support and metering.

16. Energy Marketing. Provide services and systems dedicated to energy marketing and trading of energy commodities, specifically the provision of all services related to emissions products, renewable energy products, environmental commodities (commodities derived from environmental attributes associated with qualifying types of generation that are required for compliance with applicable federal, state and local laws, as well as any voluntary additional reductions that the Receiving Company has elected to complete). Provide market, credit and operational risk management services and development of marketing and sales programs in physical and financial markets.

17. Treasury/Finance. Provide services related to managing all administrative activities associated with financing and the management of capital structure; cash, credit and risk management activities; investment and commercial banking relationships; oversight of decommissioning trust funds and general financing activities.

18. Office Space and Equipment. Provide use of land, buildings, furnishings, and equipment, and all costs related to these assets – *i.e.*, property taxes, utilities, and maintenance.

May 1, 2017

Questar 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.

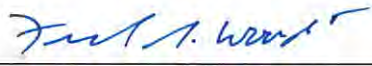
4. This Agreement shall become effective as of May 1, 2017 and shall continue in force and effect until terminated by either party upon thirty days' written notice of termination.

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: 

Title: SVP-Financial Management
WAS

Accepted and Agreed to:

QUESTAR INFOCOMM, INC.

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

Questar InfoComm, Inc.
May 1, 2017
Page 3

EXHIBIT A

**Services Provided from Questar Gas Company
to Questar InfoComm, Inc.**

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

EXHIBIT B

Descriptions of Services Provided from Questar Gas Company to Questar InfoComm, Inc.

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

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

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

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

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

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

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

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

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
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. Ward

Title: SVP - Financial Management

WAS B

Accepted and Agreed to:

QUESTAR PROJECT EMPLOYEE
COMPANY

By: [Signature]

James R. Chapman
Senior Vice President

Title: Mergers & Acquisitions and Treasurer

Questar Project Employee Company
May 1, 2017
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EXHIBIT A

Services Provided from Questar Gas Company to Questar Project Employee Company

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

EXHIBIT B

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

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

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

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

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

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

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

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

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

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

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.

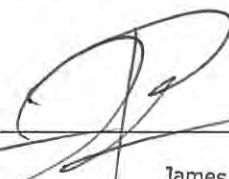
4. This Agreement shall become effective as of May 1, 2017 and shall continue in force and effect until terminated by either party upon thirty days' written notice of termination.

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 & Aquisitions and Treasurer

Accepted and Agreed to:

QUESTAR GAS COMPANY

By: _____

Title: Senior Vice President - Financial
Management

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Questar Gas Company
May 1, 2017
Page 3

EXHIBIT A

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

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

EXHIBIT B

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

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

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

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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.

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

Wexpro Company
333 South State Street
Post Office Box 45003
Salt Lake City, Utah 84145-0003

Ladies and Gentlemen:

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

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

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

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

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

Wexpro Company
May 1, 2017
Page 2

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

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

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

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

Respectfully submitted,

QUESTAR GAS COMPANY

By: Frank A. Wood

Title: SVP - Financial Management

WTS R

Accepted and Agreed to:

WEXPRO COMPANY

By: [Signature]

Title: [Signature]

James R. Chapman
Senior Vice President

Mergers & Acquisitions and Treasurer

Wexpro Company
May 1, 2017
Page 3

EXHIBIT A

Services Provided from Questar Gas Company to Wexpro Company

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

EXHIBIT B

Descriptions of Services Provided from Questar Gas Company to Wexpro Company

1. Accounting. Provide advice and assistance to Receiving Company in accounting matters (development of accounting practices, procedures and controls, the maintenance of the general ledger and related subsidiary systems, the preparation and analysis of financial reports, and the processing of certain accounts such as accounts payable, accounts receivable, and payroll).
2. Legal and Regulatory. Provide advice and assistance with respect to legal and regulatory issues as well as regulatory compliance and matters under federal and state laws.
3. Information Technology, Electronic Transmission and Computer Services. Provide the organization and resources for the operation of an information technology function (development, implementation and operation of a centralized data processing facility and the management of a telecommunications network, and the central processing of computerized applications and support of individual applications in Receiving Company). Develop, implement, and process those computerized applications for Receiving Company that can be economically best accomplished on a centralized basis. Develop, implement, and process information technology risk management services and services for the secure protection and transmission of critical and sensitive data.
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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.

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17. Treasury/Finance. Provide services related to managing all administrative activities associated with financing and the management of capital structure; cash, credit and risk management activities; investment and commercial banking relationships; oversight of decommissioning trust funds and general financing activities.

18. Office Space and Equipment. Provide use of land, buildings, furnishings, and equipment, and all costs related to these assets – *i.e.*, property taxes, utilities, and maintenance.

May 1, 2017

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

Ladies and Gentlemen:

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

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

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

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

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

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

Questar Gas Company
May 1, 2017
Page 2

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 & Aquisitions and Treasurer

Accepted and Agreed to:

QUESTAR GAS COMPANY

By: Frank A. Vondra

Title: Senior Vice President - Financial
Management

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EXHIBIT A

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

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

EXHIBIT B

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

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

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

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

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

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

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

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

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

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

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

14. Environmental Compliance. Provide consulting, cleanup, environmental permitting, environmental compliance support, biological and chemical services, environmental reporting, and environmental compliance plan preparation as required by Receiving Company to ensure full compliance with applicable environmental statutes and regulations. Track state and federal environmental regulations. Provide summaries and guidance for Receiving Company personnel to ensure ongoing compliance.

15. Customer Services. Provide services and systems dedicated to customer service, billing, remittance, credit, collections, customer relations, call centers, energy conservation support and metering.

16. Energy Marketing. Provide services and systems dedicated to energy marketing and trading of energy commodities, specifically the provision of all services related to emissions products, renewable energy products, environmental commodities (commodities derived from environmental attributes associated with qualifying types of generation that are required for compliance with applicable federal, state and local laws, as well as any voluntary additional reductions that the Receiving Company has elected to complete). Provide market, credit and operational risk management services and development of marketing and sales programs in physical and financial markets.

17. Treasury/Finance. Provide services related to managing all administrative activities associated with financing and the management of capital structure; cash, credit and risk management activities; investment and commercial banking relationships; oversight of decommissioning trust funds and general financing activities.

18. Office Space and Equipment. Provide use of land, buildings, furnishings, and equipment, and all costs related to these assets – *i.e.*, property taxes, utilities, and maintenance.

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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APPEARANCES¹

Colleen Larkin Bell Jenniffer Nelson Clark	For	Questar Gas Company
Gregory B. Monson Stoel Rives LLP	"	Questar Gas Company
Mark O. Webb Sharon L. Burr Lisa S. Booth	"	Dominion Resources, Inc.
Joseph K. Reid III McGuireWoods	"	Dominion Resources, Inc.
Brian W. Burnett Callister Nebeker & McCullough	"	Dominion Resources, Inc.
Patricia E. Schmid Utah Attorney General's Office	"	Division of Public Utilities
Rex Olsen Utah Attorney General's Office	"	Office of Consumer Services
Bryan Nalder Utah Attorney General's Office	"	Governor's Office of Energy Development
Stephen F. Mecham Stephen F. Mecham Law, PLLC	"	American Natural Gas Council, Inc.
Phillip J. Russell Hatch, James & Dodge, P.C.	"	Utah Association of Energy Users

¹ As of the August 22, 2016 hearing.

I. BACKGROUND AND PROCEDURAL HISTORY

On March 3, 2016, Questar Gas Company (Questar) and Dominion Resources, Inc. (Dominion) (Joint Applicants) filed a Joint Notice and Application for the approval of the merger of Questar Corporation and Dominion Resources, Inc. (Application) with the Public Service Commission of Utah (Commission).² The Application requests the Commission issue an order approving the merger whereby Questar Corporation will become a wholly-owned subsidiary of Dominion; issue an accounting order authorizing Questar to defer for possible future recovery in rates, if it elects to do so, the transition costs it incurs associated with the merger and the transaction costs associated with the integration of the two companies; and grant such other and further relief as may be deemed necessary. The following parties thereafter petitioned for and were granted intervention: Utah Association of Energy Users (UAE), Nucor Steel-Utah (Nucor), the Governor's Office of Energy Development (GOED), American Natural Gas Council, Inc. (ANGC), and Rocky Mountain Power (RMP).

The Commission issued a notice of filing and scheduling conference and, on March 18, 2016, issued a scheduling order in this docket. On August 15, 2016, Questar, Dominion, the Division of Public Utilities (Division), the Office of Consumer Services (Office), UAE, ANGC, and GOED (collectively, Parties) filed a Settlement Stipulation (Stipulation). The Stipulation is attached as an appendix to this order.

The Commission held a hearing on August 22, 2016 to consider the Stipulation at which the Joint Applicants, the Division, and the Office provided testimony supporting the Stipulation

² On June 16, 2016, the Joint Applicants filed a First Supplement to Joint Notice and Application.

and no party opposed it. Later that same day, the Commission held a public witness hearing at which no one appeared in opposition to the Stipulation. At the conclusion of the hearings, Questar, on behalf of the Joint Applicants, requested a bench order. The Commission granted Questar's motion approving the Stipulation. This Order memorializes that ruling.

II. PARTIES' POSITIONS

At the hearing the Joint Applicants testified that the Stipulation is in the public interest and will provide a net benefit to Questar's customers. According to the Joint Applicants the Stipulation includes important protections for ratepayers and is "an excellent package that provides the incentives, as well as the checks and the balances on Questar Gas itself."³ The Joint Applicants represent the economic benefits include: 1) the \$75 million contribution to the Questar Corporation pension fund, 2) the increased level of charitable giving, 3) withdrawal of Questar's current general rate case,⁴ and 4) rates lower than they would be absent the merger due to organizational and operational efficiencies. The Joint Applicants represent ratepayer protections include: 1) ring fencing provisions regarding liability and credit issues, 2) hold harmless guarantees related to shared services and accounting matters, 3) the cap on the Operations & Maintenance (O&M) and Administrative & General (A&G) amount per customer, 4) updated customer satisfaction standards, and 5) increased reporting requirements. The Joint Applicants stress that the two companies are a good fit with respect to core values and common operating philosophies including "the important public attributes of safety, customer service,

³ Hearing Transcript (298772-A) at 39, lines 5-7.

⁴ Pursuant to Paragraph 33 of the Stipulation, on August 16, 2016 Questar petitioned to withdraw its general rate case in Docket No. 16-057-03, "*In the Matter of the Application of Questar Gas Company to Increase Distribution Rates and Charges and Make Tariff Modifications.*" On August 22, 2016, the Commission approved the petition.

operational excellence, and honest and ethical business practices.”⁵ Finally, the Joint Applicants request the Commission to approve the Stipulation as just and reasonable, and in the public interest.

The Division supports the Stipulation. The Division concludes that, “[w]ith the additional terms and commitments identified in this [S]tipulation, [the Joint Applicants] have demonstrated a net benefit to customers and that the requested merger is in the public interest.”⁶ The Division recommends the Commission approve the merger.

At hearing the Division noted nine areas that factor into its support of the Stipulation: 1) Dominion will contribute \$75 million to Dominion Questar’s⁷ defined benefit pension plan; 2) Questar will seek approval to withdraw its general rate case, filed in Docket No. 16-057-03, requesting a \$22 million dollar rate increase, transaction costs will not be recovered through rates or charges from affiliated companies, transition/integration costs will not be deferred and will not be passed on to Utah customers without further review and Commission approval, and a new general rate case will not be filed before July 2019; 3) Dominion Questar Gas⁸ will maintain its identified capital spending at pre-merger levels for the next several years; 4) Dominion has committed to maintain O&M and A&G cost per customer at the 2015 pre-merger level and to hold customers harmless from any increases in the total shared services costs caused by the merger; 5) Dominion has committed to maintain a strong investment-grade credit rating; 6) Dominion Questar Gas has made commitments regarding dividend notification and Dominion

⁵ Hearing Transcript (298772-A) at 11, lines 14-16.

⁶ *Id.* at 53, lines 7-11.

⁷ Following the merger, “Questar Corporation” will be known as “Dominion Questar.”

⁸ We further note that following the merger, “Questar Gas” will be known as “Dominion Questar Gas.”

has made commitments regarding financial information reporting; 7) the Stipulation includes provisions relating to the suspension of Conservation Enabling Tariff accrual caps until the next general rate case; 8) Dominion has made commitments to customer satisfaction standards including quarterly reporting, monitoring, and the development of remediation plans, if necessary; and 9) the Stipulation includes various ring fencing provisions, local control obligations including the commitment to maintain Dominion Questar's corporate headquarters in Salt Lake City, and the appointment of a "Special Bankruptcy Director" to serve as a member of the Board of Directors of Dominion Questar Gas. In summary, the Division is satisfied that Dominion and Questar Gas have demonstrated a net benefit to customers and that the merger is in the public interest. Accordingly, the Division recommends the Commission approve the merger.

The Office supports the Stipulation and asserts it is a reasonable resolution to the issues it identified in its direct testimony. More specifically, the Office identified the following provisions of the Stipulation that address net benefits: 1) transition or integration costs will not be deferred for future recovery and any transition costs still being incurred at the time of the next general rate case must be identified and justified; 2) the hold harmless conditions contained in Paragraphs 40, 41, and 43 of the Stipulation protect ratepayers from potential cost increases; 3) ring fencing provisions, in addition to those identified in the Joint Application, will both allow for efficient cooperation between the merging entities and mitigate risks associated with increased credit costs, affiliate transactions, and affiliate or subsidiary bankruptcy liability; and 4) Questar has agreed to a withdrawal of its general rate case. The Office asserts the Stipulation will result in

just and reasonable rates, and is in the public interest. Accordingly, the Office recommends the Commission approve the Stipulation.

ANGC's attorney supported Paragraph 56 of the Stipulation, expressing ANGC's intent "to operate in good faith . . . and strive to reach resolution with the Company on . . . issues [involving ANGC]."⁹

UAE's attorney supported the Stipulation.¹⁰

III. JURISDICTION AND STANDARD OF REVIEW

Regarding the proposed merger, the Commission applies the legal standard articulated in the parties' March 10, 2016 filing;¹¹ namely that:

- Utah Code Ann. §§ 54-4-1, -25, -28, -29, and -30 may apply in determining whether our approval of the proposed merger is required by Utah law; and
- The relevant legal standards for approval are that:
 1. The merger is in the public interest, meaning it must provide a net positive benefit to the public; and
 2. The joint applicants have the necessary financial, managerial, and technical qualifications to operate the public utility.

In evaluating the Stipulation, we apply the standard set forth in Utah Code Ann. § 54-7-1 as discussed further below.

⁹ Hearing Transcript (298772-A) at 58, lines 13-15.

¹⁰ See *id.* at 58, lines 22-25.

¹¹ See Statement of Joint Applicants on Jurisdiction and Standard for Approval, filed March 10, 2016.

IV. DISCUSSION, FINDINGS, AND CONCLUSIONS

The Stipulation presents a settlement of many issues associated with the Application. The Parties represent a diversity of interests and the major customer groups. These Parties agree the Stipulation is in the public interest and the results are just and reasonable.¹² Further, no one opposes the Stipulation.

As set forth in Utah Code Ann. § 54-7-1, settlements of matters before the Commission are encouraged at any stage of a proceeding.¹³ Pursuant to this statute, the Commission may approve a stipulation or settlement after considering the interests of the public and other affected persons, if it finds the stipulation or settlement in the public interest.¹⁴ Likewise, in reviewing a settlement, the Commission may consider whether it was the result of good faith, arms-length negotiations.¹⁵

The Stipulation at issue is the product of mutual negotiation involving numerous parties with substantial interests. We find that the Application and testimony filed in this docket demonstrate the importance of the variety of interests that participated in the negotiation and execution of the Stipulation. We commend all the parties to this docket for responsibly pursuing the interests required by their roles and their stakeholders, and we find that the parties to the Stipulation have resolved many significant issues and have identified a process to continue to address additional differences.

¹² See Stipulation at 18, ¶ 58.

¹³ See Utah Code Ann. § 54-7-1.

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

¹⁵ See *id.* at 614 n.24.

No party has presented testimony or evidence in opposition to the Stipulation, and the Commission is unaware of any proper reason to preclude the underlying merger from moving forward. We find that the record and evidence in this docket support the unopposed representation of the parties in Paragraph 58 of the Stipulation, that settlement is in the public interest and that the results are just and reasonable.

Accordingly, based on the record evidence and consistent with our bench ruling issued at the conclusion of the public witness hearing, we find: 1) Dominion Resources, Inc. has the necessary financial, managerial, and technical qualifications to operate the public utility Questar Gas, and 2) the proposed merger, subject to the conditions expressed in the Application as modified by the Stipulation, will produce net benefits to ratepayers, is just and reasonable, and is in the public interest.

V. ORDER

Pursuant to our discussion, findings, and conclusions, we approve the proposed merger subject to the terms and conditions presented in the Joint Notice and Application (including the June 16, 2016 Supplement) as modified and supplemented by the Stipulation.

DATED at Salt Lake City, Utah, September 14, 2016.

/s/ Thad LeVar, Chair

/s/ David R. Clark, Commissioner

/s/ Jordan A. White, Commissioner

Attest:

/s/ Gary L. Widerburg
Commission Secretary
DW#289041

Notice of Opportunity for Agency Review or Rehearing

Pursuant to §§ 63G-4-301 and 54-7-15 of the Utah Code, an aggrieved party may request agency review or rehearing of this Order by filing a written request with the Commission within 30 days after the issuance of this Order. Responses to a request for agency review or rehearing must be filed within 15 days of the filing of the request for review or rehearing. If the Commission does not grant a request for review or rehearing within 20 days after the filing of the request, it is deemed denied. Judicial review of the Commission's final agency action may be obtained by filing a petition for review with the Utah Supreme Court within 30 days after final agency action. Any petition for review must comply with the requirements of §§ 63G-4-401 and 63G-4-403 of the Utah Code and Utah Rules of Appellate Procedure.

CERTIFICATE OF SERVICE

I CERTIFY that on September 14, 2016, a true and correct copy of the foregoing was served upon the following as indicated below:

By Electronic-Mail:

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APPENDIX

BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH

In the Matter of the Joint Notice and Application of Questar Gas Company and Dominion Resources, Inc. of Proposed Merger of Questar Corporation and Dominion Resources, Inc.

Docket No. 16-057-01

SETTLEMENT STIPULATION

Pursuant to Utah Code Ann. § 54-7-1 and Utah Admin. Code R746-100-10.F.5, and pursuant to the Contract for Regulatory Services between the Public Service Commission of Utah (“Commission”) and the Idaho Public Utilities Commission dated April 6, 2016, Questar Gas Company (“Questar Gas”) and Dominion Resources, Inc. (“Dominion”) (together “Joint Applicants”); the Utah Division of Public Utilities (“Division”); the Utah Office of Consumer Services (the “OCS”); the Utah Association of Energy Users (“UAE”); the American Natural Gas Council, Inc. (“ANGC”); and the State of Utah, Governor’s Office of Energy Development (collectively “Parties” or singly “Party”) submit this Settlement Stipulation. The Parties are authorized to represent that the intervenors in this docket that have not entered into this Settlement Stipulation either do not oppose or take no position on this Settlement Stipulation. This Settlement Stipulation shall be effective upon the entry of a final order of approval by the Commission.

PROCEDURAL HISTORY

1. On January 31, 2016, Dominion, Diamond Beehive Corp. and Questar Corporation entered into an Agreement and Plan of Merger (“Merger Agreement”) by which Questar Gas’ parent, Questar Corporation, will become a wholly-owned subsidiary of Dominion (the “Merger”).

2. On March 3, 2016, Questar Gas and Dominion filed a Joint Notice and Application of Questar Gas Company and Dominion of Proposed Merger of Questar Corporation and Dominion Resources, Inc. in Utah in Docket No. 16-057-01 (“Joint Notice and Application”). On March 3, 2016, Joint Applicants also filed a Joint Application for Approval of Proposed Merger of Questar Corporation and Dominion Resources, Inc. before the Wyoming Public Service Commission (“Wyoming Commission”) in Docket Nos. 30010-150-GA-16 and 30025-1-GA-16 (“Wyoming Joint Application”). Both the Joint Notice and Application and Wyoming Joint Application were accompanied by pre-filed direct testimony of Craig C. Wagstaff, David M. Curtis, Thomas F. Farrell II, Diane Leopold, and Fred G. Wood III, along with substantial accompanying exhibits and information supportive of the Joint Notice and Application and the Wyoming Joint Application.

3. On March 3, 2016, Questar Gas also provided a Notice of Agreement and Plan of Merger between Questar Corporation and Dominion Resources, Inc. to the Idaho Public Utilities Commission.

4. On March 18, 2016, the Commission issued a Scheduling Order, Directive to Stipulate to Date for Technical Conference, and Notices of Hearing and Public Witness Hearing setting dates for filing testimony and hearings.

5. Since that time, the following parties have intervened: UAE; Nucor; the State of Utah, Governor’s Office of Energy Development; Rocky Mountain Power; and the ANGC.

6. On April 28, 2016, a technical conference was held to discuss and provide information to the Division, OCS, interested parties, and the Commission and its staff related to the Merger.

7. On June 16, 2016, Joint Applicants filed a First Supplement to Joint Notice and Application (“First Supplement”) providing additional information related to the Merger and the Joint Notice and Application.

8. On July 7, 2016, the OCS filed the Direct Testimony of Gavin Mangelson, Richard A. Baudino, and Lane Kollen, all with accompanying exhibits. On July 7, 2016, the Division filed the Direct Testimony of Douglas D. Wheelwright, Charles E. Peterson, and Kathleen Kelly, all with accompanying exhibits. On July 7, 2016, the 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.

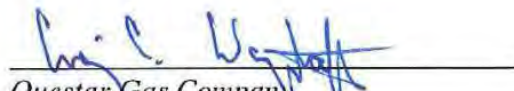
RELIEF REQUESTED

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

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American Natural Gas Council, Inc.

 8.15.16

Idaho Public Utilities Commission Staff

State of Utah, Governor's Office of Energy Development

Questar Gas Company

12 Months Ended 2015 O&M and A&G per customer (Annual Results of Operations)

	(A)	(B)
1 Production		\$ (497,458.97)
2 Distribution		58,606,964
3 Customer Accounts (Excl. Bad Debt)		23,090,544
4 Customer Service/Information (Excl. EE)		5,159,033
5 Administrative & General		50,550,710
6 Bad Debt		2,093,764
7 Energy Efficiency		23,482,897
8 Total O&M and A&G		<u>\$ 162,486,453</u>
9 LESS Bad Debt		(2,093,764)
10 LESS Energy Efficiency		(23,482,897)
11 Adjusted O&M and A&G		<u><u>\$ 136,909,792</u></u>
12 Year End Customers		990,383
13 O&M and A&G/Customer (Line 11 divided by 12)		\$ 138.24

Wexpro

12 Months Ended 2015 O&M and A&G (Audited Financial Statements)

14 Operating & Maintenance Expense	25,700,000
15 Administrative & General Expense	29,200,000
16 Total O&M and A&G	<u><u>\$ 54,900,000</u></u>

Questar Pipeline Company

12 Months Ended 2015 O&M and A&G (FERC Form 2 pages 320-325)

17 Production Expenses	(13,426,373) 1/
18 Natural Gas Storage, Terminating and Processing Expenses	11,741,717 2/
19 Transmission Expenses	36,147,778 3/
20 Customer Service and Informational Expenses	40,711 4/
21 Administrative & General Expense	26,957,963 5/
22 Total O&M and A&G	<u><u>\$ 61,461,796</u></u>

- 1/ FERC Form No. 2, page 320, line 97
2/ FERC Form No. 2, page 321, line 125
3/ FERC Form No. 2, page 323, line, 201
4/ FERC Form No. 2, page 235, line 244
5/ FERC Form No. 2, page 235, line 267

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of Joint Notice and Application Settlement

Stipulation was served upon the following persons by email on August 15, 2016:

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Evelyn D. Zimmerman

- BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH -

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

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.

DOCKET NO. 12-057-13

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DOCKET NO. 12-057-13

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" Division of Public Utilities

Jerrold S. Jensen, Esq.
Assistant Utah Attorney General

" Office of Consumer Services

DOCKET NO. 12-057-13

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I. INTRODUCTION

This matter is before the Commission upon the application of Questar Gas Company (“Questar”) for an order approving the Wexpro II Agreement (“Wexpro II”) entered into between Questar, Wexpro Company (“Wexpro”), the Utah Division of Public Utilities (“Division”), and the Wyoming Office of Consumer Advocate (“OCA”) (referred to collectively hereinafter as the “Parties”), on September 12, 2012. Questar is a “public utility” and “gas corporation” as defined in Utah Code Ann. § 54-2-1. Questar seeks this order pursuant to Utah Code Ann. § 54-4-1 *et seq.* and Utah Administrative Code R746-100 *et seq.* Section 54-4-1 vests the Commission “with power and jurisdiction to supervise and regulate every public utility in this state, and to supervise all of the business of every such public utility in this state, and to do all things ... necessary or convenient in the exercise of such power and jurisdiction.”

II. PROCEDURAL HISTORY

On September 10, 2012, Questar filed a notice of intent to file an application for approval of Wexpro II. On September 18, 2012, Questar filed with the Commission a copy of Wexpro II and the application for its approval with supporting testimony and exhibits (“Application”). In general, Wexpro II sets forth procedures by which Wexpro may purchase new natural gas and oil properties or undeveloped leases at its own risk and submit those properties to the Utah and Wyoming Public Service Commissions for approval. Wexpro will manage and develop approved properties as sources of the natural gas Questar provides its retail customers; the cost of this gas to Questar’s customers will reflect Wexpro’s cost of service rather than market pricing. Wexpro will allocate 54 percent of oil and natural gas liquids net revenues to Questar and will retain the remaining 46 percent.

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On September 21, 2012, the Commission issued notice of a scheduling conference, to be held on October 3, 2012, to determine the procedural schedule for examining the Application.¹ On October 2, 2012, the Utah Office of Consumer Services (“Office”) filed a request for a pre-hearing order and schedule (“Pre-hearing Order Request”) seeking, among other things, the Commission to direct the Division to provide testimony regarding its evaluation of Wexpro II and its statutory authority as a Wexpro II signatory. On the same day, Questar and the Division filed responses to the Office’s Pre-hearing Order Request. On October 3, 2012, the Commission commenced the scheduling conference which was continued to October 4, 2012, to permit parties to present their positions on the Pre-hearing Order Request in a recorded hearing with transcription services.

On October 16, 2012, the Commission issued a scheduling order setting the schedule for briefing on dispositive motions at the request of the Office.² On October 22, 2012, the Office notified the Commission via email that it would not file a dispositive motion as provided for in the Commission’s October 16, 2012, order and stated its intent “to answer and address the utility rate and regulatory actions proposed by the application and contract at issue through the public hearing process and in testimony.”³ The email also requested the Commission to schedule discovery, the filing of testimony, and a hearing on the Application.

On October 29, 2012, the Commission issued notice of a second scheduling conference to be held on November 7, 2012. That scheduling conference resulted in a

¹ The following parties requested and were granted intervention in this proceeding: Utah Association of Energy Users and PacifiCorp, doing business in Utah as Rocky Mountain Power.

² See Transcript of Hearing, October 4, 2012, at 8, 10.

³ Email from Paul H. Proctor, Assistant Utah Attorney General, to David R. Clark, Commission Legal Counsel (with a copy to the parties), (October 22, 2012, 1:40 p.m.).

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scheduling order issued November 9, 2012, together with a notice of technical conference to be held on December 5, 2012. On November 28, 2012, the Commission issued an amended notice of technical conference, including discussion items and questions to be addressed at the technical conference.

On December 11, 2012, the Division and Office filed direct testimony. On January 10, 2013, Questar, the Division, and the Office filed rebuttal testimony. On January 17, 2013, the Commission issued a notice of recusal of Commissioner Thad LeVar who recused himself from this proceeding due to his prior involvement in the matter in connection with his former duties as Deputy Director of Commerce for the State of Utah. On January 24, 2013, Questar, the Division, and the Office filed surrebuttal testimony. The Office's January 24th surrebuttal testimony included a suggestion the Commission should accept post-hearing briefs on several legal issues. On January 28, 2013, the Division filed a motion opposing the Office's request for briefing and seeking expedited treatment of the motion. On January 29, 2013, Questar filed a response in support of the Division's motion.

On January 30, 2013, the Commission conducted a duly-noticed hearing in this matter. At the conclusion of the hearing, the Commission determined it would accept a post-hearing brief from the Office and reply briefs from Questar, the Division, and any other interested parties. On January 31, 2013, the Commission held a duly-noticed public witness hearing. Two members of the public appeared: 1) Mr. Lane Beattie, President and CEO of the

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Salt Lake Chamber, and 2) Mr. Jeff Edwards, President and CEO of the Economic Development Corporation of Utah. Both offered sworn testimony in support of the Application.⁴

On January 31, 2013, at the Commission's request, Questar filed Late Filed Exhibit 3.0 containing the guideline letters referenced in Section V-15 of Wexpro II. On February 8, 2013, the Office filed a post-hearing brief. On February 14, 2013, in response to questions posed by the Commission at hearing, Questar filed three replacement pages for Wexpro II which correct clerical oversights in the version of Wexpro II filed with the Application. On February 15, 2012, Questar and the Division filed reply briefs. On March 27, 2013, Questar filed three more replacement pages to correct clerical errors in three exhibits attached to Wexpro II as follows: Exhibit A, p.3; Exhibit B, p.2; and Exhibit F, p.1. These corrections conform the exhibits to the terms of Wexpro II.

III. BACKGROUND

A. Wexpro I

In 1976, in response to events and decisions pertaining to its non-utility oil operations, Questar, then known as Mountain Fuel Supply, organized Wexpro as a wholly-owned subsidiary. Effective January 1, 1977, Questar transferred its so-called "oil properties" (as defined by the companies) to Wexpro. Further, Questar and Wexpro executed a joint exploration agreement ("JEA") which defined how exploration costs and revenues would be shared for further exploration and development of undeveloped leases.⁵ The Division and the Committee of Consumer Services (the predecessor of the Office) challenged this transfer to

⁴See Transcript of Hearing, January 31, 2013, at 5-12.

⁵See *Department of Administrative Services v. Public Service Commission*, 658 P.2d 601, 604 (Utah 1983). Today, Questar and Wexpro are affiliates under the common ownership of Questar Corporation.

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Wexpro, asserting it to be a transfer of valuable utility properties financed by ratepayers to an unregulated company which would be free to use them exclusively to benefit Questar shareholders.⁶ Following lengthy proceedings in Docket No. 76-057-14, the Commission approved the transfer of properties and the JEA, concluding this action placed the properties beyond its jurisdiction.⁷

The Division and Office appealed the Commission's decision, and in *Committee of Consumer Services v. Public Service Commission, Utah* ("Committee"), the Utah Supreme Court reversed the Commission's decision and remanded the case to the Commission for further proceedings.⁸ The Court held that transfers of utility assets should be for fair market value so that ratepayers may receive appropriate benefit. Accordingly, the Court directed the Commission to hold an evidentiary hearing to determine whether transferred properties were utility assets and, if so, whether the transfers were in the public interest.⁹

In order to avoid protracted litigation, negotiations were undertaken to identify a fair and workable resolution. The result of these negotiations was the Wexpro Stipulation and Agreement, executed October 14, 1981(hereinafter referred to as "Wexpro I").¹⁰ The Commission approved Wexpro I on December 31, 1981, in Docket No. 76-057-14.¹¹

⁶ See id.

⁷ See id; see also Docket No. 76-057-14, Report and Order, issued April 11, 1978, *In the Matter of the Petition of the Division of Public Utilities to Consider the Proposed Transfer of Certain Wells, Leases, Lands and Related Facilities and Interests of Mountain Fuel Supply Company to Wexpro Company*.

⁸ See *Committee of Consumer Services v. Public Service Commission, Utah*, 595 P.2d 871 (Utah 1979), cert. denied, 444 U.S. 1014, 62 L. Ed. 2d 644, 100 S. Ct. 664 (1980).

⁹ See id. at 878.

¹⁰ The Wexpro I Stipulation consists of 18 numbered Sections. The Wexpro I Agreement consists of 10 numbered Articles. Hereinafter, references to numbered sections of the Stipulation and Agreement will be preceded by "Section" and "Article," respectively.

¹¹ See Docket No. 76-057-14, Report and Order on Stipulation and Agreement, issued December 31, 1981, *In the Matter of the Petition of the Division of Public Utilities to Consider the Proposed Transfer of Certain Wells, Leases,*

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The Commission approved Wexpro I despite opposition from the Utah Department of Administrative Services, among others, which argued that Wexpro I did not confer on customers all of the benefits required by the Utah Supreme Court in *Committee*. The Court addressed these and other contentions in *Utah Department of Administrative Services v. Public Service Commission* (“*Department*”) and affirmed the Commission’s order approving Wexpro I.¹² The Court found the Commission’s decision achieved the results sought by the Court’s earlier mandate.¹³ Consequently, since the approval of Wexpro I, Questar has been acquiring a significant percentage of its gas supply from Wexpro under the terms and conditions of Wexpro I. Wexpro I is the model for Wexpro II. Because Wexpro I provides important context for evaluating Wexpro II, key Wexpro I provisions are summarized here.¹⁴

Wexpro I pertains to various types of properties, including Productive Oil Reservoirs (“oil properties”) and Productive Gas Reservoirs (“gas properties”). Under Wexpro I, Wexpro owns and operates oil properties and develops them at its own expense and risk.¹⁵ Wexpro sells all natural gas produced from oil properties to Questar at cost of service. The cost-of-service charge for gas produced from oil properties is defined in Exhibit A of Wexpro I and includes Wexpro’s reasonable and necessary operating expenses, depreciation, taxes, and a return on investment. Wexpro deducts certain necessary and reasonable expenses, royalties, and a return on investment from the proceeds of the sale of oil and natural gas liquids (from existing

Lands and Related Facilities and Interests of Mountain Fuel Supply Company to Wexpro Company on Remand from the Utah Supreme Court. Wexpro I also resolved issues in five other dockets: Docket Nos. 77-057-03, 79-057-03, 80-057-01, 81-057-01, and 81-057-04.

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

¹³ See *id.* at 612-615.

¹⁴ This summary and other discussions of the terms of Wexpro I in this order are not intended to modify the terms of Wexpro I. The language of Wexpro I controls.

¹⁵ See Wexpro I, Article II and Exhibit A.

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

As to gas properties, Wexpro I specifies Questar retains ownership of producing gas wells and appurtenant facilities that historically had been accounted for in its rate base Account No. 101.¹⁹ The natural gas, natural gas liquids and oil produced from these gas properties belong to Questar and the leaseholds and operating rights are transferred to Wexpro. Wexpro operates the wells and facilities on a service contract basis.²⁰ As with the oil properties, if a gas property development well is unsuccessful, all of its costs are borne by Wexpro.²¹ If it is successful, its cost is capitalized in a manner similar to a rate base account. The service contract cost paid to Wexpro includes a base rate of return (calculated using returns received by a group of regulated utilities), plus an additional risk premium of eight percent for investment in commercial development wells. The proceeds from the sale of oil and natural gas from wells defined in Wexpro I as “prior company wells” are accounted for as Questar revenue. The proceeds from the sale of oil from commercial wells completed after July 31, 1981, on gas properties, i.e., “new oil,” are allocated to Questar and Wexpro according to the 54-46 formula defined in Wexpro I.²²

¹⁶ See Wexpro I, Article II.

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

¹⁸ See Wexpro I, Article II-4(a).

¹⁹ See Wexpro I, Article III.

²⁰ See *id.*

²¹ See Wexpro I, Exhibit E.

²² See Wexpro I, Article II-4(e), (f), and (g) for a definition of the “54-46 formula.”

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Generally, Questar's duties under Wexpro I are limited to accounting responsibilities, arranging for transportation and delivery of natural gas, compensating Wexpro for its cost of service, responding to any defaults under the agreement, and making decisions pertaining to dry holes and required downstream investments.²³ Questar, in conjunction with Wexpro, is also responsible to provide a report to the Division within 60 days of the end of every calendar quarter setting out production of the oil and gas properties, the financial benefits from the properties, and reporting on the operations of each element of Wexpro I.²⁴

Among the provisions in Wexpro I is the "Standard of Operation" which states:

"Except as specifically provided herein, in all aspects of exploration for and development of oil and natural gas discoveries and production on transferred leaseholds and Account 101/105 leaseholds transferred under this Agreement, the parties will operate in accordance with *prudent, standard and accepted field and reservoir management and engineering practices, and with due regard for the benefits provided the Company's utility operations.*"²⁵

Additionally, Wexpro I establishes the Division's role to monitor Questar and Wexpro performance in meeting this standard, including employing the services of the accounting and hydrocarbon monitors, retained by the Division at a cost of not more than \$60,000 per year, respectively.²⁶ Any such monitoring costs are considered to be reasonable Wexpro expenses and are included in its cost of service.

As to dispute resolution, Wexpro I provides that if any party claims another party is in default of its obligations, the defaulting party first has the opportunity to correct the default

²³ See Wexpro I, Articles, I-20, II-5(b), II-8(f), III-8(e), III-5(b) and (c), Exhibit E, and Section 9.

²⁴ See Wexpro I, Section 8.1.

²⁵ Wexpro I, Article VIII-13 (emphasis added).

²⁶ See Wexpro I, Section 8.

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after notification. If the default is not corrected to the satisfaction of the charging party, the matter must be addressed through a defined arbitration procedure.²⁷

B. Wexpro II

For over 30 years Wexpro has developed and produced gas, oil, and gas liquids pursuant to the terms of Wexpro I. During this period the subject properties have accounted for a significant percentage of Questar's total retail gas volumes.²⁸ Questar asserts the gas provided to customers under Wexpro I has generated substantial net savings to date in comparison to market-based sources.²⁹ To address the finite nature of Wexpro I properties and perpetuate their perceived benefits, Questar initiated discussions with interested parties. According to Questar, these efforts led to the execution of Wexpro II.³⁰ A copy of Wexpro II, including the replacement pages filed on February 14 and March 27, 2013, is attached to and incorporated in this order.

Unlike Wexpro I, which applies to a defined set of oil and gas properties, Wexpro II creates a process by which new properties can become subject to terms and conditions similar to those in Wexpro I. Notably, the gas produced by Wexpro from such properties also will be sold to Questar at cost of service.³¹ Under Wexpro II, Wexpro would acquire oil or gas properties or undeveloped leases at its own expense. The Utah and Wyoming Commissions would have a right of first refusal on all such properties that are within the development drilling

²⁷ See Wexpro I, Section 9.

²⁸ See Direct Testimony of Barrie L. McKay, QGC Ex. 1.0, at 2.

²⁹ See id.

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

³¹ See Wexpro II, Section III-3.

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area established in Wexpro I.³² Questar would also be permitted, but not required, to seek Wexpro II treatment for oil and gas properties outside of the Wexpro I development drilling area.³³

Wexpro II establishes procedures for Questar to file applications with the Utah and Wyoming Commissions requesting approval to include proposed properties within the scope of Wexpro II. Wexpro II specifies, among other things, the supporting documentation required in such applications, the application schedule, the hydrocarbon monitor's role in evaluating the properties, Wexpro's duty to facilitate interested parties' analyses, the handling of acquisition costs, the management of gas volumes, and the accounting treatment of Wexpro II properties.³⁴ If both commissions approve including the proposed properties within the scope of Wexpro II, Wexpro must develop the properties for the benefit of Questar's customers pursuant to the terms of Wexpro II.

Wexpro II has many of the same terms and conditions as Wexpro I. For example, Wexpro will continue to bear the risk of dry holes. Further, under both agreements the Wexpro operating expenses paid by Questar, and ultimately by Questar ratepayers, may only include "reasonable and necessary" expenses in various defined categories.³⁵ Commercial development drilling wells will earn the same rates of return as specified in Wexpro I. Wexpro's acquisition

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

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

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

³⁵ See Wexpro I, Exhibit A and Exhibit E; *see also* Wexpro II, Exhibit A and Exhibit Draph 1.

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costs, however, will earn a return calculated using the returns approved for Questar by the Utah and Wyoming Commissions.³⁶

Questar's Wexpro II duties are similar to those under Wexpro I with the addition, for example, of responsibilities specified in Wexpro II, Section IV-2 (mentioned above) pertaining to the filing of applications with the Utah and Wyoming Commissions requesting approval to include proposed properties under Wexpro II.³⁷ In addition, Section IV-8 specifies Wexpro II gas volumes will be managed under the direction of Questar.

Wexpro II, Section V-15 refers to the use of confidential guideline letters in executing and administering Wexpro II. The use of guideline letters began in the course of administering Wexpro I but was never presented to the Commission. Historically, Wexpro used these letters to document the concurrence of the Division's hydrocarbon monitor and/or accounting monitor (and in some cases the Division and the Wyoming Commission Staff) with various actions Wexpro sought to take with respect to Wexpro I. Wexpro II, Section V-15 incorporates all applicable Wexpro I guideline letters by reference, and an index of the letters is included as Wexpro II, Exhibit G. Moreover, Section V-15 contemplates the Parties and the Wyoming Commission Staff will develop future guideline letters, as necessary, in consultation with the independent monitors. New proposed guideline letters must be approved by all Parties and the Wyoming Commission Staff before becoming effective.³⁸

³⁶ See Wexpro II, Section IV-6.

³⁷ Wexpro II, Sections IV-3(e) and V-12(b) also require Wexpro to make itself available to the parties in these application proceedings; to provide access to its books, accounts and records; and to cooperate with the monitors in attempting to obtain other relevant information.

³⁸ See Wexpro II, Section V-15(b).

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While based on Wexpro I, Wexpro II is distinct in several other ways. The fees paid to the Division's hydrocarbon and accounting monitors under Wexpro II do not have a dollar cap and cover monitoring responsibilities addressed in both Wexpro I and Wexpro II. All actual and reasonable fees and expenses for the monitors are considered to be normal business expenses of Wexpro in determining the cost of service. Additionally, although the dispute resolution procedures are similar to those contained in Wexpro I, under Wexpro II, disputes pertaining to Questar's default of its obligations under Wexpro II will be adjudicated before the Utah and Wyoming Commissions. Finally, Wexpro II, Section V-10 (Standard of Operation) requires Wexpro to both "*drill and operate* in accordance with prudent, standard and accepted field and reservoir management and engineering practices, and with due regard for the benefits provided the Company's utility operations *in consultation with the Company* [Questar]" (emphasis added). The Standard of Operation defined in Wexpro I (Article VIII-13) does not specify "drill and operate" and does not require consultation with Questar.

IV. POSITIONS OF THE PARTIES

A. Questar

Questar testifies Wexpro I, since its inception in 1981, has saved its customers about \$1.27 billion in gas costs.³⁹ Additionally, Wexpro I, in Questar's view, has provided a stable source of supply and a long term hedge against gas price volatility.⁴⁰ Gas supplies provided pursuant to Wexpro I have ranged between about one-third and one-half of the annual supplies required to meet the needs of Questar's customers. Moreover, gas production subject to

³⁹ See Direct Testimony of Barrie L. McKay, QGC Ex. 1.0, at 2.

⁴⁰ See *id.*

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Wexpro I is finite, although it is exceeding initial expectations due to technological improvements in drilling and production methods.⁴¹ Questar asserts Wexpro is positioned to expand its exploration and production of gas properties beyond those subject to Wexpro I. Questar believes the current low-gas-price environment makes this a favorable time to consider acquiring new gas reserves for the benefit of Questar's customers.⁴²

Beginning in the fall of 2011, Questar began to hold public meetings to discuss conceptually a successor agreement patterned on Wexpro I. Additional meetings were held with the Division, the Office, the Wyoming OCA and the hydrocarbon monitor. According to Questar, Wexpro II was developed and refined with these parties' contributions and input.⁴³

Questar believes Commission approval of Wexpro II is in the public interest; Wexpro II will be beneficial to Questar's customers because it affords customers access to gas properties purchased by Wexpro at its own risk. Questar testifies the viability of each property and its potential benefits as a long-term physical hedge against natural gas market price volatility will be fully vetted by Questar, the Division's hydrocarbon monitor, and any other interested parties, before the Commission (as well as the Wyoming Commission) considers whether to include such property within the scope of Wexpro II. Questar asserts such properties that are developed will mitigate risks for customers. "Having long-term access to cost-of-service supplies will lessen the impact of the volatility of the natural gas market on Questar Gas and its customers. Questar Gas' customers will not experience sharp spikes that market-based gas costs

⁴¹ See id.

⁴² See id. at 3.

⁴³ See id. at 4.

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have seen. And if history is any indication, Questar Gas' customers should continue to enjoy significant cost savings over time."⁴⁴

Questar testifies it likely would not have sought to expand the cost-of-service arrangements of Wexpro I but for Questar Corporation's⁴⁵ recent spin-off of its unregulated exploration and production business.⁴⁶ According to Questar, that action and the refocusing of Questar Corporation on its core utility business are reasons for its pursuit of Wexpro II.⁴⁷ Questar believes continuation of the asserted benefits of cost-of-service gas through Wexpro II will allow Questar "to continue to provide gas to customers at prices among the lowest in the nation. . . ."⁴⁸ Questar maintains this outcome is in the public interest for many reasons, including enhancing the state of Utah's competitiveness in economic development and providing a long term source of gas supply for its residents.⁴⁹

B. The Division

The Division supports the Application and believes approval of Wexpro II is in the public interest.⁵⁰ The Division views Wexpro II as a no cost option to hedge against future natural gas spot market price volatility. It asserts this is a prudent objective that could benefit, and historically through Wexpro I has benefited, Questar's ratepayers.⁵¹ In the Division's opinion, this objective is accomplished without any change in Questar's current rates and without

⁴⁴ See id. at 10.

⁴⁵ Questar Corporation is the parent company of Questar and Wexpro.

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

⁴⁷ See id.

⁴⁸ Id. at 16.

⁴⁹ See id. at 16-17.

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

⁵¹ See id. at 3, 7.

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

The Division describes a number of advantages for ratepayers in Wexpro II's approach to providing a continuing option for future hedging of gas prices.⁵⁴ According to the Division, when ratepayers are asked to participate in a hedge (i.e., when Questar proposes to include a property under Wexpro II), ratepayers, through the efforts of the hydrocarbon monitor and the other participants in the Commission's application proceeding, will have access to information on the cost of the hedge, expected production, and forward price curves. The Division states these are the relevant measures of whether participating in the hedge is in the public interest, and they will be known to the Commission and the hearing participants at the time of decision, unlike with typical hedging programs.⁵⁵ Moreover, capital costs incurred from that point forward will only be included in rates if the newly-drilled wells are determined to be commercial because Wexpro will bear the risk of dry holes. Additionally, in the Division's view, ratepayers are further safeguarded by Questar's ability under Wexpro II to "direct the development and drilling of properties operated by Wexpro."⁵⁶ The Division states if Questar exercises that ability imprudently, disallowances are possible under Wexpro II.⁵⁷

Regarding the current market for gas properties, the Division testifies well owners that entered into three to five year sales agreements in 2008 and 2009 secured gas prices that

⁵² See id. at 8.

⁵³ See id.

⁵⁴ See id.

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

⁵⁶ Id.

⁵⁷ See id.

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were much higher than current prices. Given the current low gas prices and the forecast for relatively stable prices going forward, the Division believes existing well owners may desire to sell their interests in existing wells, rather than making more sales at today's lower prices. These conditions create a potential opportunity for Wexpro to acquire additional wells on favorable terms.⁵⁸

The Division also evaluated the rate of return Wexpro will earn on Wexpro II properties. The Division states Wexpro's actual return on new properties to be a combination of existing wells at the lower rate of return and development wells at the higher rate.⁵⁹ The Division refers to examples provided by Questar projecting life cycle returns of 13 percent to 14 percent. The Division projects the blended return for Wexpro II properties will be lower than the return on the developed wells that are subject to Wexpro I.⁶⁰

C. The Office

The Office asserts the expansion of Questar's access to cost-of-service gas supplies could provide additional benefits to customers, if properly designed.⁶¹ While acknowledging Wexpro I has provided net benefits to customers over the past 30 years, the Office raises two primary issues concerning the Application: 1) the Parties must be required to demonstrate Wexpro II is in the public interest; and, 2) certain changes must be made to the oversight provided for in Wexpro II before it can be found to be in the public interest.⁶²

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

⁵⁹ See *supra* discussion of rates of return in Sections II.A and II.B.

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

⁶¹ See Direct Testimony of Michele Beck, Ex. OCS 1D Beck, at 2.

⁶² See Transcript of Hearing, January 30, 2013, at 104.

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The Office testifies the primary question should be whether the Parties have demonstrated that Commission approval of Wexpro II is in the public interest.⁶³ The Office maintains the Parties have relied too much on the historical performance of Wexpro I in supporting Wexpro II. “[E]nough facts and circumstances have changed in 30 years that public interest should have been more specifically addressed. In fact, the Office asserts that [Wexpro II] cannot be demonstrated to be in the public interest unless a few minor but fundamental changes are made to the oversight of [Wexpro II].”⁶⁴

Regarding oversight, the Office believes the only method of dispute resolution provided for under Wexpro II is binding arbitration and that this method is inadequate.⁶⁵ This method, according to the Office, wrongly removes the Commission from the oversight process.⁶⁶ The Office asserts neither the Division, nor the monitors, nor an arbitration panel has the mandate imposed on the Commission to uphold the public interest.⁶⁷ Without a change in this oversight structure, in the Office’s view, Wexpro II cannot be found to be in the public interest.

In addition to the objections noted, the Office has also expressed concerns regarding incorporation by reference of the guideline letters and perceived lack of access by non-Parties to future operating reports pertaining to the Wexpro II properties. The Office noted during the hearings that these concerns had been alleviated or at least mitigated. Regarding the guideline letters, Questar has committed to identify the specific guideline letters applicable to

⁶³ See id. at 106.

⁶⁴ Id. at 107.

⁶⁵ See id. at 105.

⁶⁶ See id.

⁶⁷ See id. at 107.

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any property proposed for Wexpro II treatment, as the Office recommends.⁶⁸ Regarding access to Wexpro II information, the Office states it feels “some level of comfort” from the Division’s assurances of access and notes no other party took the opportunity to intervene and raise this issue.⁶⁹

V. DISCUSSION, FINDINGS AND CONCLUSIONS

In *Department* the Court applied the public interest standard in evaluating the unsuccessful challenges to Wexpro I.⁷⁰ Likewise, as noted above, the Parties and the Office present their positions in this case in the context of whether Wexpro II will serve the public interest. We also apply this standard as we evaluate the attributes of Wexpro II.

It is uncontroverted Questar’s customers have derived substantial net savings from the operation of Wexpro I over the past 30 years. According to the Division, of the 26 years from 1985 through 2011, there were only five years in which buying gas on the market would have benefited Questar’s ratepayers, in comparison to the cost-of-service gas provided via Wexpro I.⁷¹ Questar and the Division testify they have entered into Wexpro II to provide the means by which similar benefits may continue, even after the Wexpro I reserves are exhausted. While the protracted lawsuits and other circumstances which led to Wexpro I are much different from the circumstances applicable today, maintaining the advantages of a cost-of-service gas option is a worthy objective, a perspective the Office shares in common with the Parties.⁷² The

⁶⁸ See Transcript of Hearing, January 30, 2013, at 12.

⁶⁹ See id. at 117-118.

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

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

⁷² See Direct Testimony of Michele Beck, Exhibit OCS 1D Beck, at 1-2.

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central question before us is whether Wexpro II achieves this objective in a manner consistent with the public interest.

We find Questar and the Division have adequately demonstrated Wexpro II to be in the public interest. As the Division testifies, Wexpro II is designed to allow Questar's customers to benefit from a no cost option to participate in future, long-term hedges of natural gas market prices.⁷³ Wexpro II's structure mitigates ratepayers' future gas price risk in several ways, some of which are consistent with Wexpro I terms and conditions, while others increase ratepayers' protections. For example, Wexpro II standing alone has no financial consequence for ratepayers. Wexpro must make the initial financial commitment to new development properties at its own risk. This feature creates a strong incentive for Wexpro to purchase only properties it is confident will be commercially viable and will demonstrably benefit ratepayers. Moreover, to the extent such properties are purchased within the Wexpro I development drilling area, Wexpro and Questar must offer them for service to ratepayers. This feature affords ratepayers substantial protection against Wexpro retaining the most profitable properties for its own benefit and only passing along those which are of questionable value or more risky.

Additionally, consistent with the Division's testimony, the Commission will not consider including properties under Wexpro II until the actual cost of the property is known, and the expected production levels of the properties and forward price curves are available to be evaluated by the Division, the hydrocarbon monitor, and other interested parties, in a Commission proceeding. The Division states, and we agree, these data are among the appropriate measures for determining whether the approval of the property is in the public

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

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interest.⁷⁴ Moreover, as noted above, capital costs incurred from that point forward will only be included in rates if the newly-drilled wells are determined to be commercial.⁷⁵

Wexpro II, Section IV-2 places on Questar the responsibility to file the applications and supporting information the Commission will consider in determining whether to approve specific properties for Wexpro II treatment. Although not directly stated in Wexpro II, it is certainly implied that Wexpro will participate, as appropriate, in preparing and presenting the requisite information⁷⁶ and that such information will be the best information available to Questar. Indeed, Questar testified this will be so.⁷⁷

Section IV-2 outlines various types of information, data and analyses that must accompany Questar's applications. These include, for example: 1) the purchase price and gas pricing assumptions, 2) the forecasted production/reserves for future wells, 3) the estimated drilling (capital) costs per well, 4) the forecasted long term cost of service analysis, 5) the impact on Questar's gas supply, and 6) other data as may be requested or appropriate to an evaluation of the property. Items in this latter category could include analyses of potential alternatives to the proposed property and the potential effect of the proposed property acquisition on Questar's gas management and integrated resource planning. To assure the evaluation of each proposed property is robust, we will convene a technical conference in the near future under the Division's direction to further define the supporting information that should accompany any Questar application proposing property for inclusion under Wexpro II. This technical conference will

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

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

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

⁷⁷ See Transcript of Hearing, January 30, 2013, at 40-41.

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add specificity and detail to the list of supporting material already outlined in Section IV-2.⁷⁸ In sum, in Section IV-2 Questar accepts responsibility to propose and support, with the best information available to it, the inclusion of properties under Wexpro II. These Questar duties provide the Commission appropriate oversight of Questar's reliance on such properties as sources of its gas supply. Moreover, these duties are consistent with the public interest in the prudent acquisition of such supplies.

The evidence of current market conditions for the purchase of gas and oil properties also substantiates the public interest in expanding the properties currently subject to cost-of-service pricing. While the Wexpro I properties have outlived initial expectations and will continue to produce for a number of years, market conditions today strongly suggest additional properties may be available at favorable prices, as the Division testifies.⁷⁹ Wexpro II affords ratepayers the option to benefit from these market conditions. The application process Wexpro II establishes will give the Division, the Office, and other consumer advocates the opportunity to examine carefully the attributes of individual properties before the acquisition and development costs of accepted properties are included in rates.

The rates of return available to Wexpro on Wexpro II properties do not overshadow the public benefits of the no cost option Wexpro II will provide. First, as already noted, Wexpro must acquire potential Wexpro II properties at its own risk. Second, prior to development, acquired properties earn only the weighted average of the returns authorized for Questar by the Utah and Wyoming Commissions. Third, only developed facilities earn the risk

⁷⁸ See id. at 41, where Questar expresses its support of this approach.

⁷⁹ See Pre-filed Direct Testimony of Douglas D. Wheelwright, DPU Ex.1.0D, at 8.

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premiums specified in Wexpro II, and to qualify, the facilities must achieve commercial status. Otherwise, Wexpro recovers neither actual incurred costs nor a return.⁸⁰ Fourth, expected potential returns to an exploration and production company in a similar arrangement with a utility, and approved by another state commission, appear to be much higher than those specified in Wexpro II.⁸¹ Taken together, these factors weigh in favor of Wexpro II approval.

In addition to its general concern that Questar has not carried its burden to prove the public interest, the Office asserts the oversight processes in Wexpro II, and in particular the arbitration provisions, improperly infringe upon the Division's statutory duties and the Commission's jurisdiction. Without changes in these areas, Wexpro II, according to the Office, cannot be found to be in the public interest. Based on Wexpro II's terms, the testimony of the Parties, and the positions expressed in their briefs, we disagree. Questar's duties under Wexpro II, discussed above, and the Division's ability to monitor Questar's performance of those duties provide the Commission adequate opportunity to supervise and regulate Questar's service to the public. Wexpro II's terms will not interfere with the Commission's power and jurisdiction to hold Questar accountable to act prudently in obtaining gas supplies for its customers.

The Office argues that in approving Wexpro II the Commission will give up authority to regulate the rates charged to Questar's customers for the gas Questar purchases from Wexpro.⁸² In reality, Wexpro II, standing alone, will have no effect on rates. Rather, it is the individual applications Questar files that potentially impact rates. As previously noted, Wexpro II outlines a variety of types of data and analyses Questar and Wexpro must provide in support of

⁸⁰ See Wexpro II, Section II-2(a); *see also* Wexpro II, Exhibit D.

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

⁸² See Utah Office of Consumer Services' Post-Hearing Brief, filed February 8, 2013, at 1-2.

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these applications. Moreover, these information requirements will be further refined at an upcoming technical conference. Questar testifies the Commission will receive the best information available to Questar when it supplies the required data, forecasts, and analysis relevant to the application.⁸³ If Questar willfully withholds, misrepresents, or negligently fails to ascertain and present pertinent information, it will breach its duties under Section IV-2. As discussed in more detail below, under Wexpro II, Section V-13, any such default of Questar's contractual obligations would be adjudicated before the Commission.

Similarly, during and after the development of Wexpro II properties, Questar continues to have Wexpro II contractual obligations that protect ratepayers from imprudent actions. Wexpro II, Section IV-8 places on Questar the duty to manage Wexpro II gas volumes. Section V-10, establishes the Standard of Operation, previously mentioned, requiring "prudent, standard and accepted field and reservoir management and engineering practices." This operating standard is not only applicable to Wexpro. It requires Wexpro to act in consultation with Questar, with due regard for the benefits provided to Questar customers. This language makes it incumbent upon Questar to assure drilling and operation of approved properties are conducted in the manner that will benefit Questar customers, consistent with prudent, standard and accepted practices. If Wexpro chooses a different course, Questar's Wexpro II duties require it to take appropriate actions on behalf of its customers. Any claim of Questar's failure to do so would be adjudicated before the Commission.

Questar's duty to assure Wexpro acts with due regard for Questar's customers is reinforced by the provisions of Wexpro II, Exhibit A, "Cost-of-Service Formulation for Gas

⁸³ See Transcript of Hearing, January 30, 2013, at 40-41.

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from Oil Reservoirs” and Exhibit D “Operator Service Fee.” Each of these exhibits defines the operating expenses Wexpro may charge Questar for drilling and operating Wexpro II oil and gas properties, respectively. As defined, such expenses must be “reasonable and necessary.”

Accordingly, it would be imprudent and a breach of duty for Questar to pay Wexpro for expenses that were not reasonable and necessary in carrying out prudent, standard and accepted practices. Again, any such default would be adjudicated before the Commission.

The Commission’s oversight of Wexpro II performance is further facilitated by the work of the hydrocarbon and accounting monitors who will function at the Division’s direction. The Division expects these monitors to have responsibilities similar to those they have carried out under Wexpro I (and without the annual \$60,000 budget cap).⁸⁴ Both Questar and the Division testify these monitors have the responsibility to monitor, evaluate, and report on whether Wexpro and Questar are performing their contractual duties.⁸⁵ The monitors are described as “very interactive” and “at the ground level” in reporting Wexpro’s actions and making recommendations to the Division.⁸⁶ They conduct investigations in accordance with accepted engineering practices and industry standards.⁸⁷ They also issue a report annually that includes a “technical evaluation of special projects, issues, and activities undertaken by Wexpro...” and provide the Division a confidential assessment of the benefits to Utah ratepayers.⁸⁸ The Division, in carrying out its statutory responsibilities, will evaluate this information together with the operational reports Wexpro must provide annually.⁸⁹

⁸⁴ See Transcript of Hearing, January 30, 2013, at 98.

⁸⁵ See id. at 56-60, 96-98.

⁸⁶ See id. at 58.

⁸⁷ See id. at 97-98.

⁸⁸ See id. at 98.

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Given Questar's duties under Wexpro II, the evaluations and reports of the monitors will be important not only in reviewing Wexpro's performance but also in assessing the prudence of Questar's actions in behalf of its customers. Moreover, the Division points to Questar's Account No. 191 pass-through applications as Commission proceedings in which Questar's prudence in acquiring gas is routinely examined.⁹⁰ The foregoing evidence clearly establishes the Division will have the means and the path to perform its statutory duties to represent the public interest and to "conduct audits and inspections or take other enforcement actions to assure compliance with commission decisions..."⁹¹ The Division's efforts, in turn, will substantially facilitate the Commission's oversight of Questar's Wexpro II performance.

The Office maintains Wexpro II's arbitration provision seeks to eliminate the Commission's power to supervise the performance of a contract that will directly affect the cost of gas paid by Questar's customers.⁹² The Office contends the arbitration provision compels the Division to pursue its obligation to the public interest before an arbitrator who has no duty to uphold it. The Office also argues that, in effect, the arbitration provision delegates the Commission's public authority to judge the prudence of Questar's actions to a private entity. The Office seems to believe that because Wexpro II does not place Parties' disputes with Wexpro before the Commission, the Commission is deprived of its ability to regulate the reasonableness of Questar's rates. The Office's interpretations overlook the plain meaning of the

⁸⁹ See, e.g., Wexpro II, Section V-12 (requiring Wexpro and Questar to report annually the "production of the Wexpro II properties, the financial benefits from the Wexpro II properties, and reporting on the operation of each element of the [Wexpro II] Agreement," and to make Wexpro's pertinent books and records available to the Division).

⁹⁰ See Transcript of Hearing, January 30, 2013, at 102.

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

⁹² See Utah Office of Consumer Services' Post-Hearing Brief, filed February 8, 2013, at 16.

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dispute resolution section which reserves to the Commission adjudication of Questar's prudent exercise of its Wexpro II rights and duties. The pertinent Wexpro II language states:

V-13 Dispute Resolution.

Parties acknowledge that from time to time disputes may arise regarding the performance of this [Wexpro II] Agreement. **In the event that any Party claims that there is a default by Questar Gas of any of its contractual obligations under the terms or intent of this Agreement, such dispute will be adjudicated before the Commissions.** (Emphasis added.)

Section V-13 also provides a separate process for Parties to address claims of default by Wexpro and describes in detail the mandatory and binding arbitration process for such claims.

Regardless of Wexpro II's terms, the Commission's jurisdiction in this context extends to, and is also limited to, Questar's conduct. The Commission generally does not have jurisdiction over Questar's vendors, contractors or suppliers. The Commission, however, assures Questar's transactions with these entities do not contravene the public interest. The Commission accomplishes this through its oversight of Questar's prudence in entering into, and performing the duties it undertakes in, such transactions. When Questar imprudently incurs costs through such transactions, the Commission may disallow the costs from recovery in rates.

In light of the duties Questar undertakes in Wexpro II, together with Questar's more general duties as a public utility, the Commission finds the Wexpro II dispute resolution process simply makes explicit the Commission's authority to safeguard the public interest through its regulation of Questar. Section V-13, quoted above, specifically references the Commission's authority to adjudicate any alleged default by Questar. Nothing in Wexpro II will interfere with the Commission's oversight of Questar's actions in relation to Wexpro II. As Questar stated in its brief:

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[T]he fact that the Commission may not order Wexpro to take certain actions under the [Wexpro II] Agreement does not deprive the Commission of any jurisdiction to set the rates and charges of Questar Gas and to disallow costs if it finds, based on substantial evidence, that Questar Gas acted imprudently. Indeed, the [Wexpro] Agreement clearly exempts the prudence of Questar Gas's conduct under the Agreement from the binding arbitration provision, recognizing that issue is within the purview of the Commission.⁹³

...If Questar Gas is imprudent in its purchases of gas from any supplier, Wexpro included, the Commission may disallow costs incurred to the extent they result from that imprudence. If Questar Gas is imprudent in consulting with Wexpro regarding development of any property included in Wexpro II, the Commission may disallow costs incurred by Questar Gas to the extent those costs arise from [Questar's] imprudence.⁹⁴

...If the Division or the Office believes that the costs paid by Questar Gas to Wexpro under Wexpro II are imprudent, they may make such claims in [Questar's] pass-through [Account No. 191] cases before the Commission.⁹⁵

Moreover, as Questar acknowledges, because under Wexpro II the transactions will involve an affiliate, the Commission will apply a higher level of scrutiny in determining whether Questar acts prudently in exercising its rights and performing its duties.⁹⁶ It is clear, therefore, the dispute resolution provision of Wexpro II will not impede the Commission in the exercise of its statutory responsibilities.

Based on the record before us, and the foregoing findings and conclusions, we find approval of Wexpro II to be in the public interest.

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

⁹⁴ Id. at 12-13.

⁹⁵ Id. at 13.

⁹⁶ See id. at 10-11.

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VI. ORDER

Wherefore, pursuant to the foregoing discussion, findings and conclusions, we order:

1. The Application of Questar Gas for approval of the Wexpro II Agreement, executed September 12, 2012, incorporating corrected pages filed on February 14 and March 27, 2013, is approved.

2. The Commission will hold a technical conference under the direction of the Utah Division of Public Utilities to further specify the materials, analyses, forecasts, cost estimates, and other data that shall accompany Questar's applications for approval to include proposed oil and gas properties under the Wexpro II Agreement (see Wexpro II Agreement, Section IV-2). Notice of the time and place of the technical conference will be issued separately from this order.

DATED at Salt Lake City, Utah this 28th day of March, 2013.

/s/ Ron Allen, Chairman

/s/ David R. Clark, Commissioner

Attest:

/s/ Gary L. Widerburg
Commission Secretary
D#243055

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Notice of Opportunity for Agency Review or Rehearing

Pursuant to Utah Code Ann. §§ 63G-4-301 and 54-7-15, a party may seek agency review or rehearing of this order by filing a request for review or rehearing with the Commission within 30 days after the issuance of the order. Responses to a request for agency review or rehearing must be filed within 15 days of the filing of the request for review or rehearing. If the Commission does not grant a request for review or rehearing within 20 days after the filing of the request, it is deemed denied. Judicial review of the Commission's final agency action may be obtained by filing a petition for review with the Utah Supreme Court within 30 days after final agency action. Any petition for review must comply with the requirements of §§ 63G-4-401 and 63G-4-403 of the Utah Code and Utah Rules of Appellate Procedure.

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ATTACHMENT A - THE WEXPRO II AGREEMENT

As Corrected Pursuant to Correspondence from Questar Gas Company
Filed with the Commission on February 14, 2013, and March 27, 2013.

WEXPRO II AGREEMENT

This Wexpro II Agreement (Wexpro II Agreement or Agreement) is entered into on _____, 2012, between Wexpro Company (Wexpro), Questar Gas Company (Questar Gas or the Company), the Utah Division of Public Utilities (Division), and the Wyoming Office of Consumer Advocate (OCA) (singly a Party and collectively the Parties). This Wexpro II Agreement shall be effective upon the entry of a final order of approval by the Utah Public Service Commission (Utah Commission) and the Wyoming Public Service Commission (Wyoming Commission) (together Commissions) as set forth below.

RECITALS

A. This Wexpro II Agreement derives from the Wexpro Stipulation and Agreement executed October 14, 1981 and approved October 28, 1981 by the Wyoming Public Service Commission and December 31, 1981 by the Utah Public Service Commission (hereinafter Wexpro I or Wexpro I Agreement). The Wexpro I Agreement and accompanying guideline letters provide, among other things, the establishment of terms and conditions for a “self-governing means of encouraging the development of natural gas to be made available to Questar Gas’ retail distribution customers” at established contractual prices, subject to the ratemaking and other authority of utility regulatory agencies. Over the past thirty years, Wexpro has drilled, developed and operated properties under the Wexpro I Agreement for the benefit of both Questar Gas’ customers and Wexpro.

B. Wexpro I and the accompanying guideline letters govern the rights and obligations of the parties to the Wexpro I Agreement in and with respect to expressly defined and identified oil and gas properties.

C. As the Wexpro I Agreement properties mature and continue to be depleted, the Parties desire to supplement the Wexpro I Agreement properties with new properties that would be developed and operated by Wexpro under terms similar to the Wexpro I Agreement, all as set forth herein.

D. Oil and gas property acquisitions, which if approved by the Utah and Wyoming Commissions, will be identified as Wexpro II Properties subject to this Wexpro II Agreement and are believed to have significant potential value for Questar Gas’ retail distribution customers.

E. The intent of this Wexpro II Agreement is to produce additional natural gas for the benefit of both Questar Gas’ customers and Wexpro.

Therefore, in order to establish a process by which Wexpro II Properties may be identified, evaluated and submitted for approved development and management, the undersigned Parties agree as follows.

I. DEFINITIONS

For purposes of this Agreement, the following definitions will apply to the indicated terms wherever they appear.

Products

I-1. Natural Gas. A gaseous substance whose major constituent is methane.

I-2. Natural Gas Liquids. All liquids extracted from a natural gas stream except liquids (including condensate) recovered by surface separators.

I-3. Oil. The generic term used to describe all products including minerals and hydrocarbons other than natural gas or natural gas liquids.

I-4. Hydrocarbons. A generic term used to refer to natural gas, natural gas liquids and oil collectively.

Hydrocarbon-Producing Properties and Related Terms

I-5. Well. The well bore and all underground and surface materials and facilities installed in connection with drilling into the earth's surface for the production or injection of hydrocarbons and other substances. The term "well" includes all appurtenant facilities.

I-6. Appurtenant Facilities. Those facilities, downstream from the wellhead, to and including the delivery point, that are necessary to make the products acceptable for delivery including, but not limited to, compression, transportation, gathering, separation, treating and certain processing facilities.

I-7. Delivery Point. That point, under standard industry practice, at which a purchaser of oil or natural gas liquids or natural gas takes delivery from the producer.

I-8. Completed Well. (a) A well ready for and capable of producing hydrocarbons in commercial quantities regardless of whether the necessary equipment and machinery is installed to permit continuous production and marketing of hydrocarbons or (b) a dry hole.

I-9. Development Well. A well drilled under the terms of this Agreement for carrying out development oil or development gas drilling, as those terms are defined in Section I-18 and I-19 .

I-10. Dry Hole. A development well that (i) upon completion is clearly uneconomical to produce and is plugged and abandoned while the drilling rig is in place, or (ii) is otherwise not determined to be a commercial well under the procedures set forth in Section I-11. If a commercial well is completed in a productive reservoir above the total depth drilled, that portion

of the well below the lowest productive reservoir to total well depth will be considered a dry hole.

I-11. Commercial Well. A development well that, upon completion, (i) clearly produces sufficient quantities to pay, at market prices for the products, all costs of drilling, development and operation of the well, or (ii) requires further determination for classification as a commercial well or dry hole.

A well will be classified as a commercial well in the latter case under the following procedure:

(a) It will be produced for 30 days after stimulation (or such lesser time as state oil and gas regulatory authority requires).

(b) Using the then-available test data for the last 10 days of the test period and economic analysis methods normally used in the industry, Wexpro will make an economic evaluation of the potential value of hydrocarbon production from the well. If the economic evaluation shows that production from the well, when valued at market prices, will pay the expenses of operating the well, including royalties and taxes, plus 50% of the drilling costs to completion to the wellhead, the well will be deemed a commercial well.

(c) If the well does not meet the test set forth in paragraph (b), Wexpro will notify the Parties and the Staff of the Wyoming Commission of its intent to classify the well as a dry hole and will supply to each Party the economic evaluation and the factual basis for the conclusion. Information that is available at such time will be supplied and will include, if available, drilling costs to date, cost for completion, test data, projected life of the well, the decline curve based on field history, and such other data as would be relevant by industry standards.

(d) Disputes concerning the accuracy, completeness and analysis of the data furnished, or the classification made by Wexpro, under paragraphs (b) and (c) may be the subject of the arbitration procedure set forth in Section V-13 of this Agreement. In no event, however, will wells be subject to reclassification as a result of production and other physical and economic data that become known or available after the analysis performed in paragraph (b) of this Section.

I-12. Wexpro II Property. Any Wexpro II Oil Property or Wexpro II Gas Property.

(a) Wexpro II Oil Property. Any Acquired Wexpro II Oil Property and any well classified as a development oil well.

(b) Acquired Wexpro II Oil Property. An oil property acquired by Wexpro and approved for inclusion in this Agreement.

(c) Wexpro II Gas Property. Any Acquired Wexpro II Gas Property and any well classified as a development gas well.

(d) Acquired Wexpro II Gas Property. A gas property acquired by Wexpro and approved for inclusion in this Agreement.

I-13. Acquired Wexpro II Dry Hole. A dry hole that is included in a Wexpro II Property, which was drilled prior to the acquisition by Wexpro.

I-14. Pool. An underground accumulation of hydrocarbons in a single, separate natural reservoir characterized by a single pressure system. Each zone of a geologic formation which is completely separated from any other zone in the formation is a separate pool.

I-15. Productive Oil Reservoir. All productive oil reservoirs as identified in the Wexpro I Agreement.

I-16. Productive Gas Reservoir. All productive gas reservoirs as identified in the Wexpro I Agreement.

Hydrocarbon Operations and Transactions

I-17. Wexpro II Development Drilling Area.

(a) Wexpro II Development Drilling Area has the same definition as Development Drilling Area used in the Wexpro I Agreement.

I-18. Development Oil Drilling. Any drilling completed or recompleted on a Wexpro II Property; and:

(a) targeted and completed in a productive oil reservoir, or

(b) completed as a commercial well outside a productive oil or gas reservoir that produces primarily oil during the first 30 days of production based on the current product allocation methodology defined in Section I-35.

I-19. Development Gas Drilling. Any drilling completed or recompleted in a Wexpro II Property; and:

(a) Targeted and completed in a productive gas reservoir, or

(b) completed as a commercial well outside a productive oil or gas reservoir that produces primarily gas during the first 30 days of production based on the current product allocation methodology defined in Section I-35.

I-20. Enhanced Oil Recovery Facilities. Such facilities as are necessary in connection with “secondary” and “tertiary” petroleum hydrocarbon recovery techniques. These techniques involve man-induced pressure changes or improved sweep efficiency using injected fluids within a productive oil or gas reservoir, often through injection of foreign materials or injection of natural gas for the purpose of increasing the yield from the reservoir. Such techniques do not refer to stimulation procedures used prior to completion to make a well commercial even if

essentially similar procedures used on an already commercial well would be classified as "enhanced recovery procedures."

I-21. Farmout. The common petroleum industry transaction by which an oil and gas lease owner contracts to assign a lease or some portion of it to another who undertakes drilling obligations. The assignor usually retains an interest such as an overriding royalty, production payment or working interest.

Accounting and Ratemaking

I-22. Depreciation. A means by which the capital investment in an asset is recovered over the useful life of the asset. Depreciation is generally an expense deduction for federal and state income tax purposes and is also an element of cost-of-service ratemaking for utilities. As used in this Agreement, depreciation will refer to the standard methods being used by Wexpro, and which are recognized and approved by the accounting profession and agencies having jurisdiction over such procedures, except as otherwise provided in this Agreement.

I-23. Amortization. A means by which intangible capital investments or other sums are recovered over the life of a related tangible asset or otherwise eliminated over a period of time. Standard accounting methods will be used to implement amortization as necessary. For purposes of this Agreement, exploration and development costs associated with dry holes will not be amortized.

I-24. Royalty. Generally, a percentage of the gross revenues generated from production from a lease. The royalty owner or recipient remains legally responsible for its pro-rata share of handling and transportation costs (if taken in kind) and production related taxes, including but not limited to severance, ad valorem, and windfall-profits taxes. For those leases from which production is owned only in part by Wexpro, a royalty provided for in this Agreement will apply only to production attributable to Wexpro's respective net interest, as the case may be.

I-25. Taxes. All exactions resulting from levies by government, including but not limited to taxes on income, property, production, operations, occupation, franchise, license, privilege, excise and payroll.

I-26. AFUDC. Allowance for funds used during construction. AFUDC is an amount equal to the base rate of return (r), as defined in Section I-32, applied to funds used for construction purposes. No AFUDC charges will be included upon expenditures for construction projects that have been abandoned. When only a part of plant or project is placed in operation or is completed and ready for service but the construction work as a whole is incomplete, that part of the cost of the property placed in operation or ready for service will be treated as investment in Wexpro and AFUDC thereon as a charge to construction will cease. AFUDC on that part of the cost of the plant which is incomplete may be continued as a charge to construction until such time as it is placed in operation or is ready for service, except as otherwise limited in this provision.

I-27. Marginal Composite Income Tax Rate. The tax rate

$$t = tf(1-ts) + ts,$$

where:

(a) tf is the federal income tax rate for U.S. corporations that would apply to Wexpro's highest level of taxable income if Wexpro were to file a separate tax return, without regard to the actual tax rate (on August 31, 2012, this rate was 35%); and

(b) ts is the weighted state tax rate calculated according to the formula given on Exhibit C. ts will be fixed for each calendar year on the basis of data for the immediately previous calendar year. The rate fixed for the remainder of 2012 is 1.6272%, as shown in the sample calculation on Exhibit C.

I-28. Investment of Wexpro. The investment base, designated portions of which will serve as the base to which various rates of return, as specified in this Agreement, will be applied. All investment in Wexpro II Properties will include acquisition costs and future capital, net of depreciation, invested by Wexpro to produce hydrocarbons from Wexpro II Properties and will be as otherwise provided in this Agreement. This will include all depreciated investment in plant and AFUDC in development well drilling and enhanced recovery facilities. New increments of deferred taxes or other tax "timing" reserves related to investments in Wexpro II Property will be subtracted from those investments prior to inclusion in the investment of Wexpro. New increments of the investment of Wexpro will not include any capitalized dry-hole costs.

I-29. Return. As used in this Agreement, the net from proceeds after they have been reduced by all applicable expenses (but not long-or short-term debt and preferred stock expense), depreciation, amortization and taxes.

I-30. Rate of Return. As a percentage, the return divided by the applicable investment.

I-31. Commission-Allowed Rate of Return. The weighted average of the then current Utah and Wyoming Commission-allowed rates of return will be determined each year as of July 31, using the previous calendar year's volumetric firm sales. (On August 1, 2012, this rate was 8.428%.)

I-32. Base Rate of Return (r). A percentage to be (i) applied to specified investment bases or (ii) used as a basis for determining other rates of return as required in this Agreement. The base rate of return (r) is determined by the following method:

r will be determined as of July 31 each year according to the following formula:

$$r = 16.00 + (i - 14.35),$$

where i is the following index:

The arithmetic average of the rate of return on common equity as authorized by the indicated regulatory agency for the 20 utility and natural gas companies listed on Exhibit E, such rates of return to be those in effect by valid order of the respective agencies on May 31 of the calendar year in which the average is being determined.

To the extent that the companies listed in Exhibit E cease to exist under the corporate names indicated, they will be replaced by the successor or assignee company if that successor or assignee continues to provide the same utility service to the majority of customers served by the previous company in the relevant jurisdiction. Successor state regulatory agencies for those state-regulated utilities listed in Exhibit E will not affect the computation under this provision. If, however, any state-regulated utility becomes federally regulated or unregulated, the Parties will choose a replacement state-regulated utility. (On August 1, 2012, the base rate of return was 12.41%.)

I-33. Market Price. The wellhead price per unit for hydrocarbons produced, as determined by the following provisions:

(a) The price upon which third-party royalty payments are to be made for production from the well, as such royalty price is established from time to time.

(b) If a price is not determinable under paragraph (a) at the time of delivery, the average of the three highest prices (if available) paid by a purchaser to a seller (neither of which is an affiliate of the Company) for a product of comparable quality in the same county of delivery or the same producing field, whichever is larger.

(c) If a price is not determinable under paragraphs (a) or (b) at the time of delivery, the highest price paid for the product of comparable quality in the nearest producing area.

I-34. Cost-of-Service. Economic value determined by the aggregation of the actual costs incurred in producing or providing a product. The cost-of-service formulation to be applied under the terms of this Agreement is set forth in Exhibits A and D.

I-35. Product Allocation. The method to be used for purposes of allocating costs, expenses, depreciation and investments, so that products jointly produced from common facilities can be accounted for separately, each carrying an appropriate allocation of the costs associated with that production. Allocations will be made on the following basis:

(a) The equivalent ratio between natural gas and oil will be established on the basis of market price.

I-36. Overriding Royalty. A royalty interest in oil and gas and other minerals at the wellhead in addition to the usual landowners' royalty reserved to the lessor.

II. WEXPRO II OIL PROPERTIES

II-1. Ownership of Oil, Natural Gas Liquids and Natural Gas. All oil, natural gas liquids and natural gas produced from Wexpro II oil properties will be the property of and be sold or otherwise disposed of by Wexpro.

II-2. Oil and Natural Gas Liquids Proceeds. The total proceeds from the sale of oil and natural gas liquids from Wexpro II oil properties, less royalties, will be subject to the following provisions:

(a) Proceeds will first be used to pay the costs and expenses of holding and operating the Wexpro II oil properties. Such costs and expenses will include an allocation to Wexpro of expenses, depreciation, taxes, royalties and other reasonable business expenses of production. The procedures set forth in Exhibit A will serve as guidelines for this determination. In no event will deductible expenses include any exploration and development expenses associated with dry holes.

(b) As an example of the allocation to be performed under paragraph (a), where Wexpro employees are engaged in the operation and maintenance of producing oil wells and productive oil reservoirs and contemporaneously engaged in other activities of Wexpro, Wexpro will maintain accurate and complete time and other records for properly allocating the time and expenses of employees among such operations. Costs that can be directly assigned, such as investments in fractionating towers which benefit only natural gas liquids products, will be directly accounted for as a cost of producing that product.

(c) The investment of Wexpro and Wexpro's operating expense in Wexpro II oil properties will be allocated to the hydrocarbons produced in accordance with the product allocation method defined in Section I-35.

(d) It is agreed that the investment of Wexpro in Wexpro II oil properties will be depreciated by the unit-of-production method for proven developed reserves only. For purposes of calculating the return provided by paragraph (e) of this Section, this investment will be determined on a monthly basis, after additions and depreciation as provided herein.

(e) From the proceeds of the sale of oil and natural gas liquids (after deduction of expenses and all royalties as provided in this Section), Wexpro will deduct an amount sufficient to provide the applicable return on that portion of the investment of Wexpro allocated to oil and natural gas liquids production. Such returns will be calculated for each monthly income statement and will be the product of one-twelfth of that portion of the investment of Wexpro allocated to oil and natural gas liquids production at the end of that month, multiplied by the applicable rate of return.

(f) Any remaining Wexpro oil and natural gas liquids net revenues will be allocated as follows:

(i) 54% of such remainder will be allocated to the Company and placed by the Company in an account used solely for the purposes of reducing natural gas rates, or disposed of otherwise by Commission order.

(ii) The remaining 46% will be retained by Wexpro as its separate property and will not be considered utility income or used to reduce natural gas rates.

(iii) To account appropriately for the income tax impact on the 54% allocation set forth in subparagraph (i) above, the sum paid to the Company by Wexpro will be the 54% described in subparagraph (i) divided by a tax-adjustment factor: 1.0 minus the marginal composite income tax rate, as defined in Section I-27. (See Exhibit B.)

(iv) Wexpro's income statement for purposes of this Agreement will not include the resultant tax-adjusted sum paid to the Company as an expense under this paragraph, although it may so appear for income tax purposes or other purposes not covered by this Agreement.

(g) The royalty, expense and return treatment and the 54%-46% allocation described in this Section will be referred to in this Agreement as the "54-46 formula." The accounting procedure set forth in this Section is illustrated by the sample calculations shown on Exhibit B.

II-3. Pricing of Gas from Oil Wells.

(a) Except for field and repressurization use, any and all natural gas produced by Wexpro from Wexpro II oil properties will be priced at cost-of-service (see Exhibit A) and sold by Wexpro to the Company, subject to such federal law and regulations as may be applicable to such a sale. In the event that the average monthly cost-of-service for all natural gas sold under this paragraph is in excess of average monthly market price for that natural gas, the difference between the average cost of service and the average market price will be treated as an expense of Wexpro for the purposes of the "54-46 formula," and such difference will not be included in the cost-of-service calculation.

(b) The Company may, at its discretion, enter into suitable transportation arrangements with third parties or any Company affiliate for transporting gas produced under this Section to its system.

II-4. Enhanced Recovery Procedures. It may be necessary or desirable to implement enhanced recovery procedures for Wexpro II oil properties in order to maximize the recovery of oil. The investment in such procedures may be substantial and the results of these operations may not always be successful. If the revenues from the additional oil recovered as a result of such procedures do not cover the expenses, royalties and return as they are related to the enhanced recovery procedures, the initiation of such procedures would result in more of the total Wexpro oil production revenues being allocated to a return on this new capital, with less available for the "54-46 formula." To assure that investment for enhanced recovery procedures will be prudently made, the following terms will apply:

(a) The capital investment required for enhanced recovery facilities will be made entirely by Wexpro. In lieu of the base rate of return (r), such enhanced recovery investment will be assigned a rate of return as follows:

(i) If, at the time an authority for expenditure (AFE) for an enhanced recovery project is executed, the total of the amounts described in subparagraphs II-2(f)(i) and (ii) for the prior 12 months have been less than 3.00% of the average investment of Wexpro allocated to oil production for such a 12-month period, the rate of return to apply only to that enhanced recovery investment will be the base rate of return plus a 2.00% risk premium ($r + 2.00$).

(ii) In all other cases, the base rate of return (r) will apply.

(b) The aggregate enhanced recovery facilities investment will look to all natural gas liquids and oil production for recovery of investment, expenses and return. Each amount invested will be deemed made on the first day of the month closest to the date when it was made and will be depreciated on the basis of individual enhanced recovery projects.

II-5. Uneconomical Production. When any Wexpro II oil property is depleted to a point where, in the prudent judgment of Wexpro, it is no longer economically feasible to produce such a reservoir, production from that reservoir may be terminated, and the investment of Wexpro will be adjusted by the net difference between salvage value and abandonment or dismantling costs.

II-6. Development Oil Drilling. Any development oil drilling will be subject to the following provisions:

(a) If a development well is required in the judgment of Wexpro to produce hydrocarbons more efficiently, Wexpro will drill such a well and assume the total risk of unsuccessful drilling, including dry-hole costs.

(b) If a commercial well results, the investment in such a development oil well will be included in the investment of Wexpro on the first day of the month nearest the date the well is qualified as a commercial well. The rate of return on commercial development oil wells will be equal to the base rate of return plus a risk premium of 5.00% ($r + 5.00$).

(c) For each development oil well spudded, Wexpro will keep detailed accounts of the funds used during drilling of such a well in accordance with the treatment of AFUDC set forth in Section I-26. Where a well is deemed to be a commercial well, the accumulated AFUDC for that well will be added to the investment of Wexpro along with the capital invested in the well.

(d) If production from any well drilled under the terms of this Section occurs and the well is determined to be a dry hole (as defined in Section I-10), paragraph (b) of this Section will not apply. Wexpro may, at its discretion, plug and abandon the well, or produce the

well, and the well and all production from the well will be the sole property of Wexpro to dispose of at its discretion and to retain any proceeds.

(e) Wexpro will use prudent judgment in determining the desirability and necessity of development drilling under this Section as well as the timing and methods to be used in any such drilling.

II-7. Gas for Repressurization. Gas being produced from a Wexpro II oil property may be used to repressure the pool without compensation or obligation to the Company so long as no natural gas is consumed except for field or lease use. When such repressurization ceases and such natural gas is finally produced, it will be delivered to the Company at cost-of-service.

II-8. Delivery. The delivery of natural gas produced under the provisions of this Article II will be at the delivery point (defined in Section I-7), and all costs of receiving the natural gas and all the necessary investment at and downstream from such a point will be the responsibility of the Company.

III. WEXPRO II GAS PROPERTIES

III-1. Wexpro will fund and drill or cause to be funded and drilled all necessary and appropriate development wells on these properties and provide the necessary facilities which in its opinion will be reasonably and prudently necessary to efficiently produce the hydrocarbons in the Wexpro II gas properties.

III-2. Development Gas Drilling. Any investment made in Wexpro II gas properties, will be capitalized by Wexpro, and Wexpro will be compensated for these investments by the Company as provided in Section III-3. Necessary facilities installed downstream from the delivery point will be capitalized in the Company's utility accounts.

III-3. Pricing of Gas from Gas Wells. Any and all natural gas produced by Wexpro from Wexpro II gas properties will be priced at cost-of-service and sold by Wexpro to the Company, subject to such federal law and regulations as may be applicable to such a sale.

III-4. Operator Service Fee.

(a) As operator, Wexpro will bill the Company for the services it performs and for the use of the facilities it has installed to produce natural gas, natural gas liquids and oil from the Wexpro II gas properties.

(b) Billing for services will be on a monthly cost-of-service basis and will follow, to the extent applicable and practicable, the methods and practices employed by the Utah and Wyoming Commissions in determining the Company's cost of service prior to the effective date of this Agreement. Exhibit D sets forth the general guidelines for the cost-of-service charges to be made under this Section.

(c) The monthly billing for services will specifically include a return on investment on approved acquisition costs at the current commission-allowed rate of return.

(d) The monthly billing for services will also include a return on investment for costs incurred for new facilities at the current commission-allowed rate of return, except that investment in commercial development wells will be entitled to a base rate of return plus an additional 8.00% ($r + 8.00$).

III-5. Depreciation. For purposes of this Agreement, Wexpro's investment in commercial development wells and appurtenant facilities will be depreciated monthly by the unit of production method for proved developed producing reserves only, except as otherwise provided in Section I-22.

III-6. Delivery. The delivery of natural gas and natural gas liquids produced under the provisions of Article III will be at the delivery point (defined in Section I-7), and all costs of receiving, processing and gathering the natural gas and natural gas liquids and all the necessary investment at and downstream from such a point will be the responsibility of the Company.

III-7. Development Gas Drilling.

(a) Wexpro will exercise prudent judgment in determining the desirability and necessity of development gas drilling under this Section, as well as the timing and methods to be used in any such drilling as provided in Section V-10.

(b) It is acknowledged that development drilling for natural gas often involves deep, time consuming drilling that may not result in a commercial well. If any development gas well becomes a commercial well, the investment in the well (and in the appurtenant facilities up to the delivery point) will be capitalized in the investment of Wexpro in the same manner and under the same conditions as for a development oil well.

(c) If production from any well drilled under the terms of this Section occurs and the well is determined to be a dry hole (as defined in Section I-10), Wexpro may, at its discretion, plug and abandon the well or produce the well, and the well and all production from the well will be the sole property of Wexpro to dispose of at its discretion and to retain the proceeds.

III-8. "New Oil" from Development Gas Drilling.

(a) Oil from commercial wells completed on a Wexpro II gas property will be sold by Wexpro, and the resulting revenues will be apportioned between the Company and Wexpro as provided by the "54-46 formula."

(b) Oil produced under this Section will bear a share of the Wexpro II gas properties' expenses and investment, determined by the product allocation method defined in Section I-35.

(c) Any allocated oil investment related to development gas drilling (under Section III-2) will carry with it the entitlement to apply a 5.00% risk premium in the “54-46 formula” as specified for development oil drilling in Article II.

(d) Any facilities that may be installed to separate or treat oil and natural gas liquids downstream from the delivery point will be installed by the Company and will be included in the Company’s utility accounts.

III-9. Termination of Production. Should any production from Wexpro II gas properties that is achieved by use of facilities installed by Wexpro be terminated, such investment of Wexpro in Wexpro II gas properties will be adjusted by the net difference between salvage value and abandonment or dismantling costs related to such facilities.

III-10. Off-System Natural Gas Production. If natural gas is developed from Wexpro II gas properties at any time that cannot be economically delivered into the Company's distribution system, or which is being sold to third parties, such natural gas will be sold by Wexpro, and the revenues less expenses will be used solely to reduce natural gas rates or as otherwise directed by Commission order.

IV. WEXPRO II PROPERTY ACQUISITION

IV-1. Property Acquisition. Wexpro will acquire oil and gas properties or undeveloped leases at its own risk.

(a) Questar Gas shall apply to the Utah and Wyoming Commissions for approval to include under this Agreement any oil and gas property that Wexpro acquires within the Wexpro I development drilling areas.

(b) Wexpro may also acquire additional oil and gas properties or undeveloped leases outside the Wexpro I development drilling areas. Questar Gas may apply for Commission approval to include these properties under this Agreement.

IV-2. Application. Questar Gas will file an application with the Utah and Wyoming Commissions requesting approval to include proposed properties under this Agreement. The application shall include the following:

- (a) Purchase price and gas pricing assumption;
- (b) Locations of current and future wells;
- (c) Historical production and remaining reserves of current wells;
- (d) Forecasted production/reserves for future wells;
- (e) Forecasted decline curves for current and future wells;
- (f) Estimated drilling (capital) costs per well;
- (g) Estimated operating expenses for current and future wells;
- (h) Gross working interest and net revenue interest for current and future wells;

- (i) Estimated production tax per Dth for current and future wells;
- (j) Estimated gathering/processing cost per Dth for current and future wells;
- (k) Description of any land lease, title, and legal issues related to real property, including but not limited to a description of the terms under which the property is acquired by Wexpro and whether there are any time limits, such as option expirations, affecting 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 Dstrigas formula.

IV-10. Wexpro II Property Approval and Well Determination Process. The Wexpro II property approval process as described above and the Wexpro II well-determination process as described in Articles II and III are illustrated on Exhibit F.

V. MISCELLANEOUS PROVISIONS

V-1. Successor and Assigns. This Agreement will be binding upon the Parties and their successors and assigns. No assignment of any right or obligation under this Agreement will be valid if it operates to relieve the assignee of the obligations so assigned.

V-2. Integrated Provisions. The terms and conditions of this Agreement are to be treated as an integrated whole. To the extent that any singular provision is found to be unenforceable or voidable by a court or agency with proper jurisdiction, it is the intent of the Parties that the remaining terms of this Agreement will remain in force and be enforceable by the Parties. Failure of any part of this Agreement will not cause failure of the entire Agreement unless otherwise agreed to by the Parties.

V-3. Filing Reports. Wexpro and the Company will cooperate in providing, in a timely manner when requested, information necessary for the preparation and filing of reports required by appropriate governmental bodies.

V-4. Remedies. The Parties may seek appropriate remedies at law and equity for breaches of the terms of this Agreement in accordance with Section V-13; except that, rescission will not be sought under any condition (except mutual assent), and no transfer, conveyance, grant or reservation executed under this Agreement may be rescinded.

V-5. Field and Lease Use. Wexpro may consume for field or lease use, without compensation or other obligation to the Company, reasonable quantities of any natural gas produced in connection with the production of hydrocarbons from Wexpro II properties.

V-6. Force Majeure. If Wexpro is rendered unable, wholly or in part, by force majeure to carry out its obligations under this Agreement, other than the obligation to make money payments, then Wexpro will give to the other Parties prompt written notice of the force majeure with reasonably full particulars concerning it. Thereupon, the obligations of Wexpro, so far as it is affected by the force majeure, will be suspended during, but no longer than, the continuance of the force majeure. Wexpro will use all possible diligence to remove the force majeure as quickly as possible.

The requirement that any force majeure will be remedied with all reasonable dispatch will not require the settlement of strikes, lockouts, or other labor difficulty by Wexpro contrary to its wishes. Such difficulties will be handled entirely within prudent and reasonable judgment of Wexpro.

The term “force majeure” means an act of God, strike, lockout, or other industrial disturbance, act of public enemy, war, blockade, public riot, lightning, fire, storm, flood, mechanical breakdown, explosion, governmental restraint, or any other cause, whether of the kind specifically enumerated above or otherwise, which is not reasonably within the control of Wexpro.

V-7. Auditing Costs. Any billing to the Company by Wexpro for services under this Agreement or other determination of expenses may include, as a business expense, the allocated costs of auditing of only the properties and transactions covered by this Agreement by independent certified public accountants and other auditors as such audits may be required under the terms of this Agreement.

V-8. Farmouts. Nothing in this Agreement will be construed to preclude Wexpro from entering into farmout agreements with third parties to explore and develop undrilled properties for the benefit of customers.

V-9. Wexpro II Properties. Unless otherwise herein provided to the contrary, Wexpro agrees at its sole cost, risk, and expense, to perform and comply with any and all legally binding lease or other contractual obligations pertaining to the Wexpro II properties and will comply with all laws, rules, and regulations relating to the production of oil and natural gas from such properties and facilities. However, Wexpro will be at liberty to determine for itself the nature, extent, and applicability of such obligations, whether contractual or otherwise.

V-10. Standard of Operation. Wexpro will drill and operate in accordance with prudent, standard and accepted field and reservoir management and engineering practices, and with due regard for the benefits provided the Company's utility operations in consultation with the Company.

V-11. Functional Accounting. For purposes of carrying out the terms and conditions of this Agreement, Wexpro will maintain appropriate separate functional accounting of the transactions required under this Agreement.

V-12. Monitoring Of Performance Under Agreement.

(a) The OCA and the Division will be entitled to monitor the performance of the Company and Wexpro under the Wexpro II Agreement. To facilitate that monitoring, the books and accounts of Wexpro pertaining to the Wexpro II properties will be made available for examination by the OCA and the Division when requested at reasonable times and places designated by Wexpro. In addition, Wexpro and the Company will provide the OCA and the Division with a report within 60 days of the end of every calendar quarter setting out production of the Wexpro II properties, the financial benefits from the Wexpro II properties, and reporting on the operation of each element of the Agreement. Wexpro will have its accounts with respect to all matters under the Agreement audited annually by a firm of independent certified public accountants. The Division and OCA will receive copies of the audit report when completed. All costs of the audit will be borne by Wexpro and will be considered to be normal business expenses of Wexpro for purposes of the Agreement's formulae. This expense item will be strictly restricted, however, to reflect solely the costs of auditing compliance with the Agreement.

(b) If the OCA or the Division desire further monitoring, they will select two monitors, an independent certified public accountant and an independent hydrocarbon industry consulting firm, to review the performance of the Agreement and to advise all Parties with

respect thereto. Any monitor selected will be professionally trained and qualified, and will be nationally recognized as a reputable and independent expert in the subject matter of the function monitored. The two monitors will be paid actual and reasonable fees and expenses incurred in evaluating the proposed properties under Article IV of this Wexpro II Agreement, and monitoring the performance of this Agreement and the Wexpro I Agreement by Wexpro which will be considered to be normal business expenses of Wexpro in determining the cost-of-service of natural gas to be delivered or sold to the Company under the Agreement.

(c) Wexpro will cooperate with the monitors in providing reasonable access to its books, accounts, and records with respect to the Wexpro II Properties and in attempting to obtain other relevant information reasonably requested by the monitors. The monitors will be obligated under their retainer agreements to keep information disclosed to them confidential except in connection with necessary reports made to the Division, the OCA, the Company or Wexpro in performing their duties as monitors or with Wexpro's prior approval.

(d) Monitors may be removed with or without cause by the Division and the OCA acting jointly, and with cause by the Company and Wexpro. For purposes of this paragraph, cause will include, but not be limited to, lack of professional qualification, lack of competence, unauthorized disclosure or use of confidential information, and a pattern of unreasonable, harassing or oppressive conduct by the monitor in performing its responsibilities. If a monitor is removed or is unable to continue to act, the Division and the OCA, may select a successor upon the same terms and conditions as an original monitor could be selected.

V-13. Dispute Resolution.

Parties acknowledge that from time to time disputes may arise regarding the performance of this Agreement. In the event that any Party claims that there is a default by Questar Gas of any of its contractual obligations under the terms or intent of this Agreement, such dispute will be adjudicated before the Commissions. In the event that any Party claims that there is any default by Wexpro of any of its contractual obligations under the terms or intent of this Agreement, the following procedure will be followed:

(a) The charging Party will give notice of the claimed default, and Wexpro will be allowed 30 days or such longer time as the charging and defaulting Parties may stipulate to correct its default.

(b) If the default is not corrected to the satisfaction of the charging Party, the matter will be submitted to arbitration on the following terms:

(i) The charging Party will select a person professionally trained and qualified in the subject matter of the dispute but who has not been employed or retained by the Parties within the previous 12 months, to act as an arbitrator, such selection to be within 60 days of the date upon which notice of default was given or such longer time as the Parties may specify.

(ii) Wexpro will similarly select a person professionally trained and qualified in the subject matter of the dispute to act as an arbitrator under the same restrictions and within the same time limit.

(iii) The two arbitrators selected will together select a third person professionally trained and qualified in the subject matter of the dispute to act as an arbitrator, such selection to be within 15 days of the date the latter of the two arbitrators was selected by the Parties. In the event no agreement can be reached on the selection of the third arbitrator within the time permitted, such selection will be made by the Chief Judge of the United States District Court for the District of Utah upon the application of any Party.

(iv) The three arbitrators will give the Parties reasonable opportunity to present their positions and will thereafter decide the matters in dispute by a majority vote. The arbitrators will not engage in investigations or audits themselves but will render their decision based upon information presented to them by the Parties. It is understood that the arbitrators may request the Parties to prepare and present additional evidence if needed for their decision and that arbitrators will keep information presented to them confidential.

(v) Each Party will bear the costs of its own attorneys and witnesses in the arbitration proceedings. The salary and expenses of the arbitrator selected by each of the Parties will be paid by the Party or Parties selecting the arbitrator. The salary and expenses of the third arbitrator will be paid by Wexpro and considered a normal business expense of Wexpro for purposes of the Agreement's "54-46 formula" unless the formula at that time is not returning to Wexpro the full return provided in the Agreement on its investment base, in which event the charging Party will share the expenses of the third arbitrator equally with Wexpro.

(c) Except as otherwise specifically provided in this Section V-13, the arbitration procedure contemplated by this Agreement will comply with Chapter 11 of Title 78B of the Utah Code or any successor provision of Utah law governing arbitration.

(d) The decision of the arbitrators may be presented by any Party to the Commission in an application for any action by the Commission with respect to the claimed default by the charging Party of the Agreement or to a court of competent jurisdiction for any action with respect to a claimed default by Wexpro of the Agreement. In proceedings before the Commission or court with respect to the arbitrated matter, the decision of the arbitrators will be binding upon the Parties except with respect to matters covered by Utah Code Ann. §78B-11-124 and §78B-11-125 and any other claim of impropriety, irregularity or arbitrariness and capriciousness in the arbitration proceedings.

(e) Among the remedies available under arbitration there is specifically excluded any form of rescission of the terms of property transfer of the Agreement.

(f) The Parties agree that separate arbitration proceedings in Utah and Wyoming or between different Parties will not be initiated on the same subject. All Parties to this Agreement should receive notice of any arbitration proceeding initiated by any Party in

either state. Any Party that chooses not to participate in the arbitration proceeding will be bound by the decision of the arbitrators as if it had participated.

(g) In deciding any controversy brought before them, the arbitrators, Commission or other administrative or judicial body may consider, as appropriate, that one Party or the other to the proceeding may have superior knowledge or access to the properties, assets or information which is the subject of the proceeding. They may also consider that the Parties to this Agreement have a duty to perform their respective responsibilities in good faith.

(h) Dispute resolution subparagraphs (a)-(g) shall be limited to claims of breach of contract asserted against Wexpro under this Agreement.

V-14. Confidential Information. The Company and Wexpro are obligated under this Agreement to provide the other Parties, its monitors and arbitrators; with information, reports, and notices regarding Wexpro's exploration and development of the properties, and will comply with applicable Utah and Wyoming statutes and administrative rules to protect such information as confidential. It is understood and agreed that the Parties will keep such information, reports, and notices, including information received from monitors and presented in arbitration proceedings, strictly confidential and will use them only in connection with its review of matters under this Agreement. It is understood that the Parties may utilize such information in arbitration proceedings and pursuant to the confidentiality rules of the respective Commissions.

V-15. Guideline Letters.

(a) The Parties acknowledge that from time to time issues may arise regarding Wexpro's interests in Wexpro II properties that may be addressed by guideline letters. All current confidential Wexpro I guideline letters applicable to Wexpro II shall be incorporated herein. A copy of all guideline letters will be maintained by Wexpro, the Division, and the Wyoming Commission Staff.

(b) Future Wexpro II guideline letters will be developed with the Parties, and Wyoming Commission Staff, and in consultation with the independent monitors, as necessary. All Parties must approve a guideline letter before it becomes effective. A copy of the index of current confidential guideline letters is attached as Exhibit G.

V-16. Nothing in this Wexpro II Agreement is intended, nor shall it be construed, interpreted or argued, to subject Wexpro or Wexpro activities to the public utility regulation of any state.

V-17. Nothing in this Wexpro II Agreement is intended, nor shall it be construed, interpreted or argued, to alter, amend or modify Wexpro I.

V-18. Amendment. The Parties agree that this Wexpro II Agreement may by mutual consent and subject to Utah and Wyoming Commissions' approval, be amended to address, explain, clarify or to accommodate applications, approvals, development or production of and from Wexpro II properties, or to address, explain, clarify or to accommodate appropriate

regulation for ratemaking purposes of Questar Gas' rights with respect to Wexpro II properties or other benefits from such properties. In the event such amendment is necessary or requested, Parties shall meet and confer for the purpose of drafting and considering proposed amendments.

V-19. Nothing in this Wexpro II Agreement is intended, nor shall it be construed, interpreted or argued, to restrict the Division and the OCA in the performance of their statutory authorities and responsibilities.

VI. EFFECTIVE DATE

This Agreement will be effective upon the entry of a final order of approval by the Utah Public Service Commission and the Wyoming Public Service Commission.

VII. EXHIBITS

VII-1. Exhibits. Attached to and made a part of this Agreement by reference are the following exhibits:

<u>Exhibit</u>	<u>Title</u>
A	Cost-of-Service Formulation for Gas from Oil Reservoirs
B	Sample Calculation of Productive Oil Reservoir Accounting
C	Marginal Composite Income Tax Rate Calculation
D	Operator Service Fee
E	Base Rate of Return Index Companies
F	Wexpro II Property Approval and Wexpro II Well Determination
G	Index of Wexpro Agreement Guideline Letters

This Wexpro II Agreement has been duly executed by the parties this 12th day of September, 2012.

/s/ Craig C. Wagstaff

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

/s/ Chris Parker

Chris Parker
Division Director
Utah Division of Public Utilities

/s/ James R. Livsey

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

/s/ Bryce J. Freeman

Bryce Freeman
Administrator
Wyoming Office
of Consumer Advocate

EXHIBIT A

COST-OF-SERVICE FORMULATION FOR GAS FROM OIL RESERVOIRS

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

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

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

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

4. Taxes.

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

(b) Federal and State Income Taxes. Federal and state income taxes for the billing month attributable to the investment of Wexpro allocated to natural gas production facilities, computed by multiplying the return by the marginal composite income tax rate (Section I-27) divided by 1.0 minus the marginal composite income tax rate.

5. Return. Return is computed using the Commission-allowed rate of return (Section I-31) as adjusted from time to time under the procedure specified in the Agreement. For natural gas that is produced from enhanced recovery facilities to which a base rate of return plus 2% adjustment is applicable (Section II-4(a)(i)), the 2% risk premium applies to those facilities only. For natural gas that is produced from development gas wells to which a base rate of return

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.

SAMPLE COST - OF- SERVICE CALCULATION					
GAS SOLD BY WEXPRO TO THE COMPANY					
FROM PRODUCTIVE OIL RESERVOIRS 1/					
	(1)	(2)	(3)	(4)	(5)
			Post Aquired Wexpro II Property Enhanced Recovery Facilities		
		Aquired Wexpro II Oil Property 3/	Base Rate of Return(r)	Enhanced Recovery Facilities (r+2.00%)	Wexpro II Development Drilling Facilities
	Total				
1 Investment					
2 Net Plant Investment in Productive Oil Reservoirs	\$57,000	\$48,300	\$5,060	\$1,190	\$2,450
3 Gas production Investment:					
4 Directly Assignable to Gas Production	1,010	800	100	70	40
5 Allocation Based on Product Allocation (&I-35)	6,200	5,000	460	170	570
6 Net Investment in Gas Production Facilities	\$7,210	\$5,800	\$560	\$240	\$610
7 Add:					
8 General Plant @ 6.3%	454	365	35	15	38
9 Cash Working Capital: 45/365 X (O&M+A&G) x 12	130	117	6	3	4
10 Deferred Income Tax Accrual	(54)	-			
11 Total Investment Base for Return Calculation	\$7,740	\$6,282	\$601	\$258	\$653
12 Cost of Service					
13 Total Expenses for Month	\$2,500	\$2,173	\$207	\$46	\$74
14 Directly Assignable Expenses - Oil & Gas	701	618	57	10	16
15 Directly Assignable Expenses - Gas					
16 Operating & Maintenance Expenses	1	-	1	-	-
17 Administrative and General Expenses	-	-	-	-	-
18 Royalties	94	83	6	2	3
19 Other Taxes	1	1	-	-	-
20 Depreciation	1	-	-	-	1
21 Total - Gas Direct Expenses	97	84	7	2	4
22 Allocable Expenses - Oil & Gas	\$1,799	\$1,555	\$150	\$36	\$58
23 Allocable Expenses - Gas					
24 Operating & Maintenance Expenses	70	64	3	1	2
25 Administrative and General Expenses	18	15	1	1	1
26 Royalties	-	-	-	-	-
27 Other Taxes	79	65	7	2	5
28 Depreciation	93	75	9	2	7
29 Total Gas Allocable Expenses	\$260	\$219	\$20	\$6	\$15
30 Return Computation					
31 Applicable Rate of Return		8.428%	12.41%	14.41%	17.41%
32 Return on Investment (line 11 x line 31)/12	63	44	6	3	9
33 Federal Income Taxes (line 32 x Tax Rate)/(1-Tax Rate) 2/	35	25	4	2	5
34 Total Monthly Cost of Service (lines 21 + 29 + 32 + 33)	\$455	\$372	\$37	\$13	\$34
1/ All figures are hypothetical and used only for demonstrating the method of calculating the cost of service price for gas sold by Wexpro to the Company.					
2/ Current Tax Rate :	.				
3/ Future capital investment on Acquired Wexpro II Oil Property, other than costs as provided in columns 3,4,and 5, will earn the Commission Allowed rate of return.					

Note: Exhibit A Page 3 reflects the changes filed by Questar Gas Company on March 27, 2013.

EXHIBIT B							
SAMPLE CALCULATION							
PRODUCTIVE OIL RESERVOIR ACCOUNTING \1							
		(1)	(2)	(3)	(4)	(5)	(6)
				Post Aquired 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	99	14	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 hypothetical and used only for demonstrating the method of calculating payment to the Company for oil production oil reservoirs, as provided in Article II of the Agreement.						
2/	See Exhibit C.						
3/	Future capital investment on Acquired Wexpro II Oil Property, other than costs as provided in columns 3,4, and 5, will earn the Commission Allowed rate of return.						

Note: Exhibit B reflects changes filed by Questar Gas Company on February 14 and March 27, 2013.

Exhibit C

Marginal Composite Income Tax Rate Calculation

Rate Calculation

For determining the marginal composite tax rate defined in section I- 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 1, 2024, r_i , f_i and t_i for each state in which the pro is currently doing business and t_s are as follows

State	r_i	f_i	$r_i \times f_i$
Alabama	Inv _i	cpt _i	.
Arizona	Inv _i	cpt _i	.
California		cpt _i	.
Colorado	Inv _i	cpt _i	.
Connecticut	Inv _i	cpt _i	.
Delaware	Inv _i	cpt _i	.
Florida	Inv _i	cpt _i	.
Georgia	Inv _i	cpt _i	.
Idaho	Inv _i	cpt _i	.
Illinois	Inv _i	cpt _i	.
Indiana	Inv _i	cpt _i	.
Iowa	Inv _i	cpt _i	.
Kansas	Inv _i	cpt _i	.
Kentucky	Inv _i	cpt _i	.
Louisiana	Inv _i	cpt _i	.
Maine	Inv _i	cpt _i	.
Maryland	Inv _i	cpt _i	.
Massachusetts	Inv _i	cpt _i	.
Michigan	Inv _i	cpt _i	.
Minnesota	Inv _i	cpt _i	.
Mississippi	Inv _i	cpt _i	.
Missouri	Inv _i	cpt _i	.
Montana	Inv _i	cpt _i	.
Nebraska	Inv _i	cpt _i	.
Nevada	Inv _i	cpt _i	.
New Hampshire	Inv _i	cpt _i	.
New Jersey	Inv _i	cpt _i	.
New Mexico	Inv _i	cpt _i	.
New York	Inv _i	cpt _i	.
North Carolina	Inv _i	cpt _i	.
North Dakota	Inv _i	cpt _i	.
Ohio	Inv _i	cpt _i	.
Oklahoma	Inv _i	cpt _i	.
Oregon	Inv _i	cpt _i	.
Pennsylvania	Inv _i	cpt _i	.
Rhode Island	Inv _i	cpt _i	.
South Carolina	Inv _i	cpt _i	.
South Dakota	Inv _i	cpt _i	.
Tennessee	Inv _i	cpt _i	.
Texas	Inv _i	cpt _i	.
Utah	Inv _i	cpt _i	.
Vermont	Inv _i	cpt _i	.
Virginia	Inv _i	cpt _i	.
Washington	Inv _i	cpt _i	.
West Virginia	Inv _i	cpt _i	.
Wisconsin	Inv _i	cpt _i	.
Wyoming	Inv _i	cpt _i	.

where

Inv_i is the percentage of the pro's total-company investment in state i

cpt_i is the percentage of the pro's total-company gross receipts in state i

i is the percentage of the pro'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 reflects changes filed by Questar Gas Company on February 1, 2024.

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%			
13 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 = tr (1-ts) + ts									
t = .35 (.9837) + .016272									
t = .360567									
All data is for calendar year 2010									

EXHIBIT D

OPERATOR SERVICE FEE

The monthly operator service fee to be charged to Questar Gas Company by Wexpro for the production of hydrocarbons from certain properties as set forth in Section III of the Agreement will include the costs detailed below. Any reference to investment and facilities in this determination will be only to Wexpro II Gas Properties. No leasehold carrying costs or exploration and development expenses related to dry holes will be included as costs or expenses in this determination.

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

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

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

4. Taxes.

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

(b) Federal and State Income Taxes. Federal and state income taxes for the billing month attributable to applicable investment in hydrocarbon production facilities, computed by multiplying the return by the marginal composite income tax rate (Section I-27) divided by 1.0 minus the marginal composite income tax rate.

5. Return. Wexpro's investment in Acquired Wexpro II Gas Properties is computed using the Commission-allowed rate of return (Section I-31). For investment in commercial development gas wells, the return is computed on the basis of the base rate of return plus a risk premium of 8.00% ($r + 8.00$).

The investment used as a base to which a rate of return is applied will be computed in total for each category of investment subject to (i) Commission-allowed rate of return, and (ii) the base rate of return plus a 8% risk premium, and will be one-twelfth of the sum of:

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

(b) A general plant allowance of 6.3% times the sum of the amount in paragraph (a);

(d) A cash working capital allowance for each category of investment (no risk premium, and 8% risk premium) equal to $45/365$ of the allocated operating expenses, identified in paragraph 1 above, less royalties and annualized by multiplying the monthly amounts by 12; plus

(c) A credit for the balance of accumulated deferred income taxes and other tax-timing reserves, for each category of investment (Commission-allowed rate of return, the base rate of return plus 8% risk premium).

6. Costs, expenses and investments will be allocated where appropriate, but only when direct assignment cannot be made.

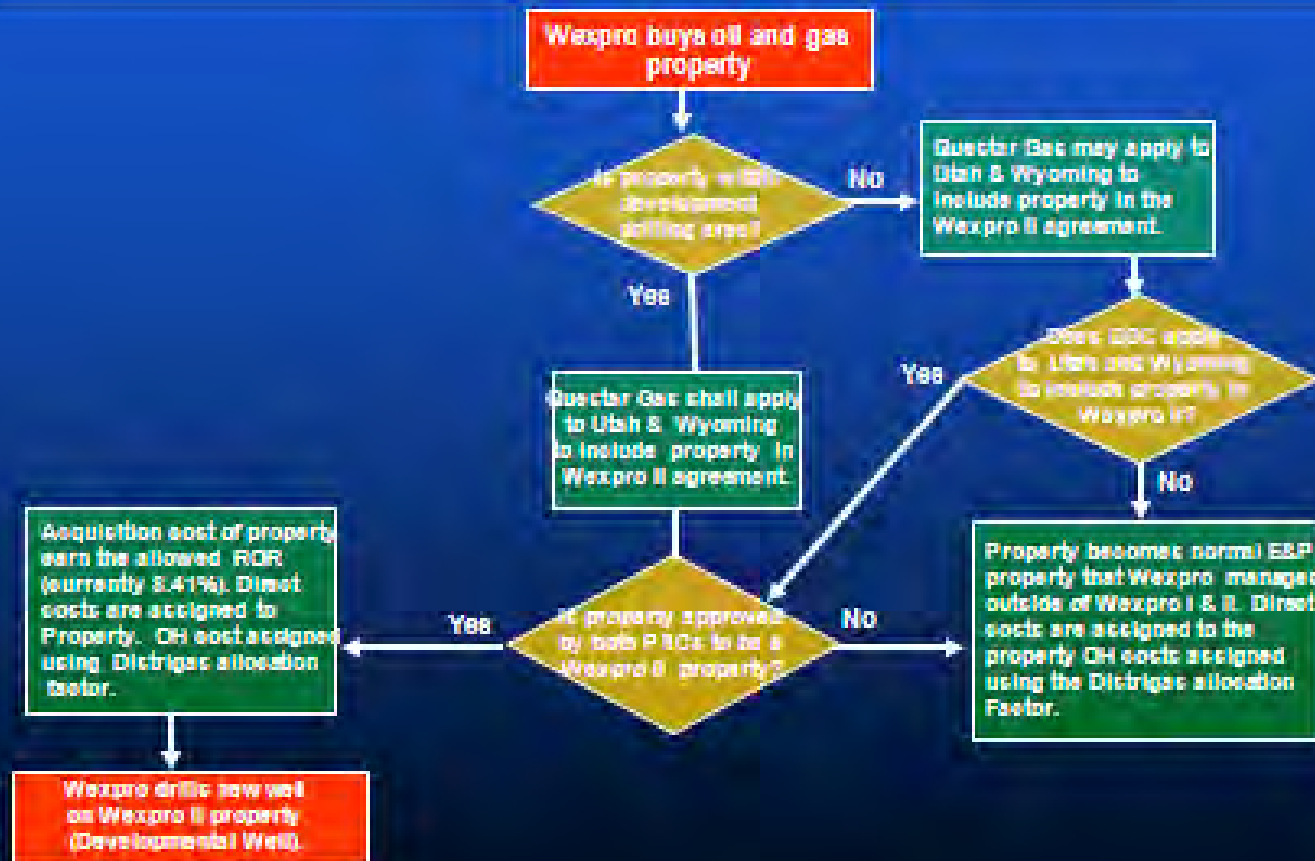
EXHIBIT E

Base Rate of Return Index Companies

	Company Name	Activity	Regulatory Agency	Authorized BRR on Common Equity on May 31, 1981	Authorized BRR on Common Equity on May 31, 2011	Notes
1.	Idaho Power Company	Electric Services	Idaho PSC	14.50%	10.50%	
2.	Intermountain Gas Co.	Gas Distribution	Idaho PSC	14.50%	14.85%	
3.	Montana Power Company	Electric Services	Montana PSC	13.45%	10.25%	Renamed Northwestern Energy Corp.
4.	Montana-Dakota Utilities Co.	Gas Distribution	Montana PSC	13.50%	12.00%	Renamed MDU Resources
5.	Pacific Power & Light	Electric Services	Wyoming PSC	14.20%	10.60%	Using Replacement Index ¹
6.	Northern Utilities, Inc.	Gas Distribution	Wyoming PSC	13.50%	9.92%	Renamed SourceGas Distribution, LLC
7.	Nevada Power Company	Electric Services	Nevada PSC	15.00%	10.80%	
8.	Southwest Gas Corp.	Gas Distribution	Nevada PSC	15.20%	10.15%	
9.	Utah Power & Light Co.	Electric Services	Utah PSC	16.80%	10.60%	Renamed PacifiCorp-Utah
10.	Mountain States Tel. & Tel. Co.	Tele- communications	Utah PSC	13.47%	10.67%	Using Replacement Index ¹
11.	Public Service Co. of Colorado	Gas Distribution	Colorado PSC	15.45%	10.25%	
12.	Mountain States Tel & Tel.	Tele-communications	Colorado PSC	11.90%	11.25%	Renamed CenturyLink
13.	Arizona Public Service Co.	Electric Services	Arizona PSC	15.00%	11.00%	
14.	Southwest Gas Corp.	Gas Distribution	Arizona PSC	16.00%	10.00%	
15.	Public Service Co. of New Mexico	Electric Services	New Mexico PSC	15.50%	10.50%	
16.	Southern Union Gas Co.	Gas Distribution	New Mexico PSC	15.50%	9.53%	Renamed Public Service of New Mexico
17.	Colorado Interstate Corp.	Gas Transmission	FERC	13.47%	10.67%	Using Replacement Index ¹
18.	Northwest Pipeline Corp.	Gas Transmission	FERC	13.47%	10.67%	Using Replacement Index ¹
19.	Kansas-Nebraska Natural Gas Co.	Gas Transmission	FERC	13.47%	10.67%	Using Replacement Index ¹
20.	Transwestern Pipeline Co.	Gas Transmission	FERC	13.47%	10.67%	Using Replacement Index ¹

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

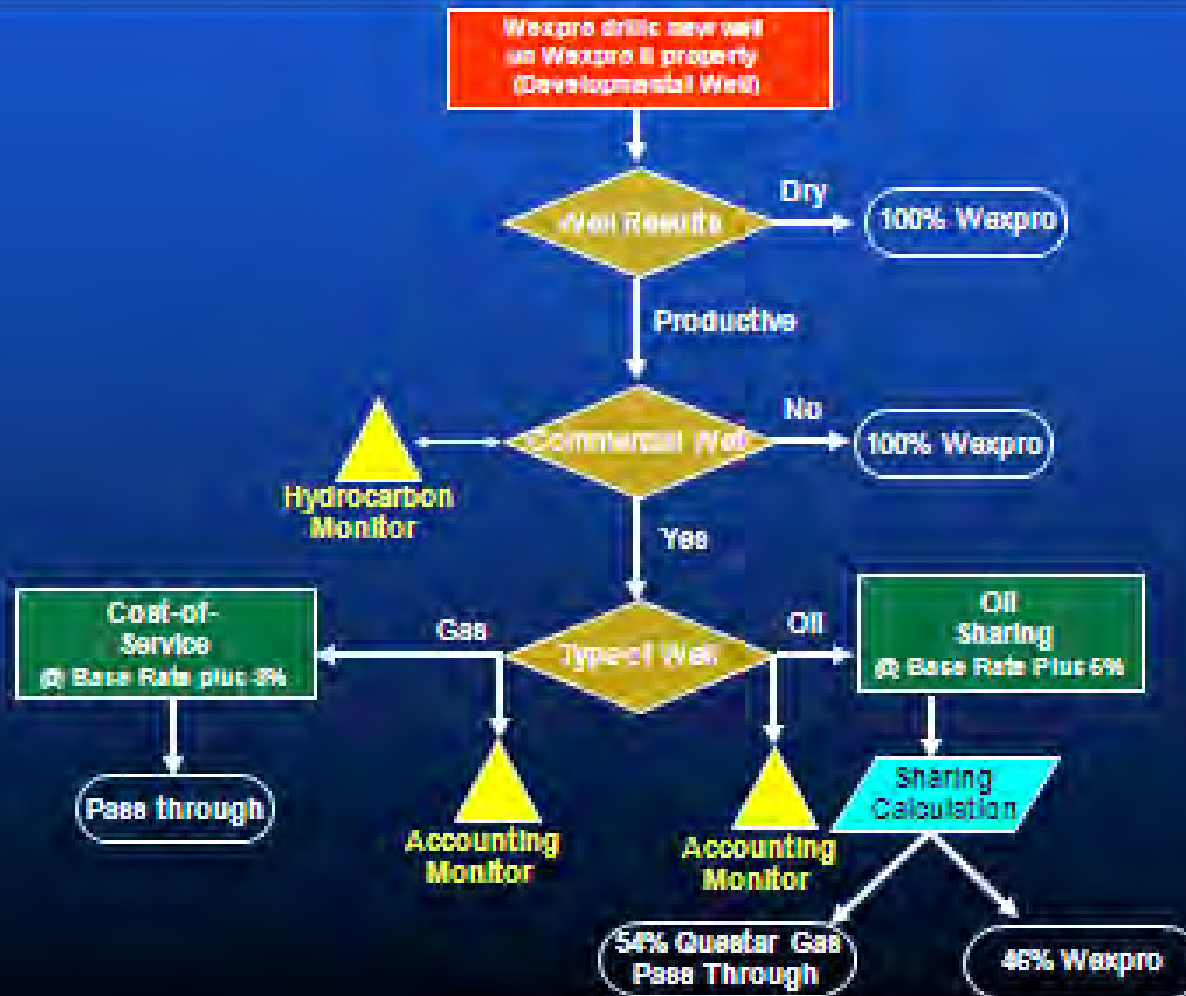
Wexpro II Property Approval



Questar Gas Company
Wexpro II Agreement
Exhibit F
Page 1 of 2

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

Wexpro II Well Determination



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

Revised April 2, 2012

Index of Wexpro Agreement Guideline Letters

<u>Date</u>	<u>Title</u>
06/14/11	QEP Assignment of F. Wilson #37 Marginal Well Interest to Wexpro
10/24/11	QEP Assignment of the Lance Formation to Wexpro (Jacks Draw #18)
03/15/11	QEP Assignment of the Lance Formation to Wexpro (Government #17)
03/15/11	QEP Assignment of the Lance Formation to Wexpro (Musser #73)
03/15/11	QEP Assignment of the Lance Formation to Wexpro (Musser #72)
03/15/11	QEP Assignment of the Lance Formation to Wexpro (Musser #42)
03/15/11	QEP Assignment of the Lance Formation to Wexpro (Musser #35)
03/15/11	QEP Assignment of the Lance Formation to Wexpro (Musser #34)
03/15/11	QEP Assignment of the Lance Formation to Wexpro (Government #15)
10/07/10	QEP Assignment of Sugarloaf Government #18 Marginal Well Interest to Wexpro
10/07/10	QEP Assignment of Sugarloaf Government #17 Marginal Well Interest to Wexpro
08/31/10	Wexpro Acquisition of Non-Consent Interest in Kinney #4 Recompletion
07/27/10	QEP Assignment of Bruff Unit 50 Marginal Well Interest to Wexpro
07/10/10	QEP Assignment of Bruff Unit 48 Marginal Well Interest to Wexpro
07/01/10	Wexpro Acquisition of Non-Consent Interest in Clifton Federal 34-6 Well
06/22/10	QEP Assignment of Bruff Unit 63 Marginal Well Interest to Wexpro
06/14/10	QEP Assignment of F. Wilson #37 Marginal Well Interest to Wexpro

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

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

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

03/03/86	The Wexpro Bug Field, San Juan County, Utah
02/27/86	Accounting for Production Taxes
09/07/84	Well Completions in the Hiawatha & Powder Wash Oil and Gas Fields
09/07/84	Tentative Plan to Fracture Stimulate Mesa Unit Well #2, Sublette County, Wyoming
07/16/84	East Hiawatha Enhanced Recovery Project
12/14/83	Delivery Point at the Butcher Knife & Church Buttes Fields, Sweetwater County, Wyoming

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 28th day of March, 2013, a true and correct copy of the foregoing REPORT AND ORDER was delivered upon the following as indicated below:

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Administrative Assistant

**REPORT AND ORDER
OF
UTAH PUBLIC SERVICE COMMISSION**

DATED DECEMBER 31, 1981

- BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH -

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

CASE NO. 76-057-14

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

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

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

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

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.
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Utah Committee of
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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

(SEAL)

/s/ David R. Irvine, Commissioner

/s/ Brent H. Cameron, Commissioner

Attest:

/s/ Jean Mowrey, Secretary

EXHIBIT A

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

EXHIBIT A
COST OF SERVICE FORMULATION
FOR GAS FROM OIL RESERVOIRS

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

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

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

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

4. Taxes.

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

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

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

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

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

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

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

(c) A cash working capital allowance for each category of investment (no risk premium, 2% risk premium, and 5% risk premium) equal to $45/365$ of the allocated operating expenses, identified in section 1 above, less royalties and annualized by multiplying the monthly amounts by 12; plus

(d) A credit for the balance of accumulated deferred income taxes and other tax-timing reserves accrued solely as a result of facilities installed after July 31, 1981, for each category of investment (no risk premium, 2% risk premium, 5% risk premium).

6. Costs, expenses and investments will be allocated only when direct assignment cannot be made to specific products. When any cost, expense or investment is related to the production of joint products and direct assignment cannot be made, the product allocation procedure (section I-47) will be used.

7. Page 4 of this exhibit is an example of the calculations to be used for natural gas that is subject to this cost-of-service determination. The individual numbers are illustrative only and do not represent any actual circumstances.

EXHIBIT A
SAMPLE COST-OF-SERVICE CALCULATION
GAS SOLD BY WEXPRO TO THE COMPANY
FROM PRODUCTIVE OIL RESERVOIRS¹

			Post-July 31, 1981 Enhanced Recovery Facilities Subject to:		
	Total	Post- July 31, 1981 Facilities	Base Rate of Return (r)	(r + 2.00%)	Post- July 31, 1981 Development Drilling Facilities
	(1)	(2)	(3)	(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	100	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 x (O&M + A&G) x 12	132	117	8	3	4
10. Deferred Income Tax Accrual	(54)	—	(20)	(9)	(25)
11. Total Investment Base for Return Calculation:	\$ 7,742	\$ 6,283	\$ 583	\$ 249	\$ 627
12. Cost of Service					
13. Total Expenses for Month	\$ 2,500	\$ 2,173	\$ 207	\$ 46	\$ 74
14. Directly Assignable Expenses - Oil & Gas	701	618	57	10	16
15. Directly Assignable Expenses - Gas					
16. Operating & Maintenance Expenses	1	—	1	—	—
17. Administrative & General Expenses	—	—	—	—	—
18. Royalties	94	83	6	2	3
19. Other Taxes	1	1	—	—	—
20. Depreciation	1	—	—	—	—
21. Total - Gas Direct Expenses	97	84	7	2	4
22. Allocable Expenses - Oil & Gas	\$ 1,799	\$ 1,555	\$ 150	\$ 36	\$ 58
23. Allocable Expenses - Gas					
24. Operating & Maintenance Expenses	70	64	3	1	2
25. Administrative & General Expenses	18	15	1	1	1
26. Royalties	—	—	—	—	—
27. Other Taxes	79	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	\$ 39

¹ All figures are hypothetical and only for the purpose of demonstrating the method of calculating the cost-of-service price for gas sold by Wexpro to the Company.

EXHIBIT B

**Sample Calculation of
Productive Oil Reservoir
Accounting**

EXHIBIT B
SAMPLE CALCULATION
PRODUCTIVE OIL RESERVOIR ACCOUNTING¹

	Total	Post-July 31, 1981 Enhanced Recovery Facilities Subject to				Allocated to Cost- Sharing of Service Natural Gas
		Post- July 31, 1981 Facilities	Base Rate of Return (%)	(1 + 2.00%)	Post- July 31, 1981 Development Drilling Facilities	
1 Net Plant Investment in Productive Oil Reservoirs	\$37,000	\$48,300	\$5,000	\$11,900	\$2,450	1,010
2 Allocation of Investment		12,000	1,500	50	240	1,010
3 Directly Assignable to Products		30,500	3,000	900	1,690	6,200
4 Allocated Based on Product Allocation						
5 Total Expenses for Month from Sale of Oil	\$4,520	\$42,500	\$4,500	\$950	\$1,840	\$7,210
6 Total Revenues for Month	\$2,500	\$3,700	\$540	\$55	\$185	
7 Allocation of Expenses for Month		\$2,173	\$207	\$46	\$74	
8 Directly Assignable to Products		534	50	8	12	97
9 Allocated Based on Product Allocation		1,336	130	30	43	260
10 Allocated Expenses						
11 Operating Income for Month		\$1,870	\$180	\$38	\$55	\$357
12 Federal and State Income Taxes at 46.828%		\$1,830	\$380	\$57	\$130	
13 Net Income from Oil after Taxes	\$1,254	656	169	27	61	
14 Rate of Return for Investment Recovery		\$974	\$191	\$30	\$69	
15 Return Allocated to Oil Investment (line 4 x line 13/12)	\$673	16,008	16,008	18,008	21,008	
16 Amount to Be Divided Between Company and Weapre	\$591	\$567	\$60	\$14	\$32	
17 Company Portion at 54%	\$319	\$407	\$131	\$16	\$37	
18 Payment to Company (line 16/17 x 46.828)	\$600	\$220	\$71	\$9	\$20	
19 Restatement of Weapre's Monthly Oil Net Income	\$4,520	\$413	\$133	\$16	\$37	
20 Expenses for Month - Oil						
21 Previous Expense - Total	\$2,143					
22 Amount to Company	600					
23 Total Restated Expenses for Month	(2,743)					
24 Restated Operating Income	\$1,777					
25 Income Taxes at 46.828%	(832)					
26 Restated Weapre Net Income After Taxes	\$945					

¹ All figures are hypothetical and used only for demonstrating the method of calculating payment to the Company for oil production from the productive oil reservoirs, as provided in Article II of the Agreement.

² See Exhibit D.

**Sample Overriding
Royalty Calculation**

EXHIBIT C

EXHIBIT C

OVERRIDING ROYALTY CALCULATION¹

	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
Wetpro Interest in Lease	100.00%	100.00%	50.00%	50.00%	100.00%	100.00%	50.00%	50.00%
Lease Gross Revenues	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
Wetpro's Gross Revenues	\$100.00	\$100.00	\$50.00	\$50.00	\$100.00	\$100.00	\$50.00	\$50.00
Royalty Rate on Wetpro's Gross	7.00%	7.00%	7.00%	7.00%	7.50%	7.50%	2.50%	2.50%
ORR on Wetpro's Gross	\$ 7.00	\$ 7.00	\$ 3.50	\$ 3.50	\$ 7.50	\$ 7.50	\$ 1.25	\$ 1.25
Farmout - ORR Preserved								
Net Interest:								
Before Farmout:	100%	40.00%	50%	20.00%	100%	40.00%	50%	20.00%
After Farmout:	6.25%	40.00%	3.125%	20.00%	6.25%	40.00%	3.125%	20.00%
Lease Gross Revenues	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
Wetpro's Gross Revenues	\$ 6.25	\$ 40.00	\$ 3.125	\$ 20.00	\$ 6.25	\$ 40.00	\$ 3.125	\$ 20.00
Farmer's Gross Subject to ORR	\$100.00	\$ 60.00	\$ 96.875	\$ 80.00	\$100.00	\$ 60.00	\$ 96.875	\$ 80.00
Wetpro's Gross Subject to ORR	\$ 0	\$ 40.00	\$ 0	\$ 20.00	\$ 0	\$ 40.00	\$ 0	\$ 20.00
Total Gross Subject to ORR	\$100.00	\$100.00	\$ 96.875	\$ 100.00	\$100.00	\$100.00	\$ 96.875	\$ 100.00
Royalty Rate on Gross	7.00%	7.00%	7.00%	7.00%	2.50%	2.50%	2.50%	2.50%
Overriding Royalty on Gross	\$ 7.00	\$ 7.00	\$ 3.50	\$ 3.50	\$ 2.50	\$ 2.50	\$ 1.25	\$ 1.25
Farmout - ORR Not Preserved ²								
Net Interest:								
Before Farmout:	100%	50.00%	50%	25.00%	100%	40.00%	50%	20.00%
After Farmout:	6.25%	50.00%	3.125%	25.00%	Not Applicable	Not Applicable	Not Applicable	Not Applicable
Lease Gross Revenues	\$100.00	\$100.00	\$100.00	\$100.00				
Wetpro's Gross Revenues	\$ 6.25	\$ 50.00	\$ 3.125	\$ 25.00				
Royalty Rate on Wetpro's Gross	10.00%	10.00%	10.00%	10.00%				
ORR on Wetpro'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; 20%, section V.3.

³ 7% ORR replaced by 10% ORR on gross receipts only; see paragraph IV 4(b).

**Marginal Composite Tax
Rate Calculation**

EXHIBIT D

EXHIBIT D
MARGINAL COMPOSITE TAX
RATE CALCULATION

For determining the marginal composite tax rate defined in section I-38, the composite state tax rate t_s is determined as follows:

$$t_s = \sum r_i \times \frac{\text{Inv}_i + \text{Rcpt}_i + W_i}{3}$$

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 $\sum \text{Inv}_i = 1.0$, $\sum \text{Rcpt}_i = 1.0$, and $\sum W_i = 1.0$.)

COMPOSITE STATE TAX RATE CALCULATION - 1981¹

i State	Inv _i	Rcpt _i	W _i	r _i	r _i x $\frac{\text{Inv}_i + \text{Rcpt}_i + \text{W}_i}{3}$
1 Utah	.07735	.02799	.58211	.0400	.00917
2 Wyoming	.77443	.88316	.29687	.0	.0
3 Colorado	.07192	.01613	.06149	.0500	.00249
4 Idaho	.00922	.0	.0	.0650	.00020
5 Montana	.00846	.00131	.0	.0675	.00022
6 New Mexico	.00638	.00144	.05953	.0500	.00112
7 Nevada	.01806	.02862	.0	.0	.0
8 N. Dakota	.03337	.04135	.0	.0850	.00212
9 S. Dakota	.00018	.0	.0	.0	.0
10 Oregon	.00053	.0	.0	.0750	.00001
11 Nebraska	.00010	.0	.0	.04125	.0
Totals	1.00000	1.00000	1.00000		.01533

$$t_s = .01533$$

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

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

$$t = .46828$$

¹ All data is for calendar year 1980.

EXHIBIT E

Operator Service Fee

EXHIBIT E

OPERATOR SERVICE FEE

The monthly operator service fee to be charged to Mountain Fuel Supply Company by Wexpro for the production of hydrocarbons from certain properties as set forth in Article III of the Agreement will include the costs detailed below. Any reference to investment and facilities in this determination will be only to "post-July 1981 facilities" as described in section III-4 of the Agreement. No leasehold carrying costs or exploration and development expenses related to dry holes will be included as costs or expenses in this determination. (The Company's investment in properties described in Article III made prior to July 31, 1981, and other Company investment made after July 31, 1981, pursuant to Article III will be accorded rate-base treatment as a part of the Company's natural gas rate determinations by the Utah and Wyoming Public Service Commissions.

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

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

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

4. Taxes.

(a) Taxes Other than Income Taxes. Accruals recorded for the billing month with respect to taxes other than federal and state income taxes allocated to natural gas operations, adjustments

of such accruals for tax expenses previously billed, and such taxes paid but not previously billed, including any state and local income taxes.

(b) **Federal and State Income Taxes.** Federal and state income taxes for the billing month attributable to applicable investment in hydrocarbon production facilities, computed by multiplying the return by the marginal composite income tax rate (section I-38) divided by 1.0 minus the marginal composite income tax rate.

5. **Return.** Except for Wexpro's investment in commercial development wells, return on post-July 31, 1981, facilities (section III-4) is computed using the base rate of return (r) (section I-44), as adjusted from time to time under the procedure specified in the Agreement. For investment in commercial development wells, the return is computed on the basis of the base rate of return plus a risk premium of 8.00% ($r + 8.00$).

The investment used as a base to which a rate of return is applied will be computed in total for each category of investment subject to (i) no risk premium, and (ii) the 8% risk premium, and will be one-twelfth of the sum of:

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

(b) A general plant allowance of 6.3% times the sum of the amount in paragraph (a) and the depreciated investment in wells, well and plant facilities related to production of hydrocarbons under Article III of the Agreement as reflected in the Company's Utah and Wyoming Public Service Commission utility rate base (It is understood that the Company will correspondingly reduce its Utah and Wyoming Public Service Commission utility rate base by those investments in general plant that have heretofore been used in carrying out activities in connection with such properties); plus

(c) A cash working capital allowance for each category of investment (no risk premium, and 8% risk premium) equal to 45/365 of the allocated operating expenses, identified in section 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>Activity¹</u>	<u>Regulatory Agency</u>	<u>Authorized Base of Return on Common Equity on May 31, 1981</u>
1. Idaho Power Company	Electric Services	Idaho Public Service Commission	14.50%
2. Intermountain Gas Co.	Gas Distribution	Idaho Public Service Commission	14.50%
3. Montana Power Company	Electric Services	Montana Public Service Commission	13.45%
4. Montana-Dakota Utilities Co.	Gas Distribution	Montana Public Service Commission	13.50%
5. Pacific Power & Light	Electric Services	Wyoming Public Service Commission	14.64%
6. Northern Utilities, Inc.	Gas Distribution	Wyoming Public Service Commission	13.50%
7. Nevada Power Company	Electric Services	Nevada Public Service Commission	15.00%
8. Southwest Gas Corp.	Gas Distribution	Nevada Public Service Commission	15.20%
9. Utah Power & Light Co.	Electric Services	Utah Public Service Commission	16.80%
10. Mountain States Tel. & Tel. Co.	Tele communications	Utah Public Service Commission	14.50%
11. Public Service Co. of Colorado	Gas Distribution	Colorado Public Service Commission	15.45%
12. Mountain States Tel. & Tel.	Tele communications	Colorado Public Service Commission	11.90%
13. Arizona Public Service Co.	Electric Services	Arizona Corporation Commission	15.00%
14. Southwest Gas Corp.	Gas Distribution	Arizona Corporation Commission	16.00%
15. Public Service Co. of New Mexico	Electric Services	New Mexico Public Service Commission	15.50%
16. Southern Union Gas Co.	Gas Distribution	New Mexico Public Service Commission	15.50%
17. Colorado Interstate Corp.	Gas Transmission	Federal Energy Regulatory Commission	13.25%
18. Northwest Pipeline Corp.	Gas Transmission	Federal Energy Regulatory Commission	13.75%
19. Kansas-Nebraska Natural Gas Co.	Gas Transmission	Federal Energy Regulatory Commission	13.00%
20. Transwestern Pipeline Co.	Gas Transmission	Federal Energy Regulatory Commission	12.00%

¹ For purposes of calculating the base rate of return, the allowed return only on the indicated operations of each company is to be used.

**Productive Oil
Reservoirs**

SCHEDULE 2(a)

SCHEDULE 2(a)
"Wexpro Case" Agreement
PRODUCTIVE OIL RESERVOIRS

Field Name	State	Formation	Marker Well ¹	Marker Well Location ²	Productive Oil Reservoir ³	
					Interval Top	Interval Base
Ace Unit	Colorado	Wasatch	Ace Unit #8	SWSE Sec 28, T12N, R97W	2,703	3,105
st Hiawatha	Colorado-Wyoming	Wasatch	Newberger #6	NWSE Sec 13, T12N, R100W	1,920	2,426
ks 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 Fort Union	H. W. Stewart #4	SWNE Sec 32, T12N, R97W	2,740 5,120	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. Honaker Trail	Bug Well #4	NESW Sec 16, T39N, R26E	6,283 4,570	6,320 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 Mesaverde	Birch Creek Unit #1	NENW Sec 14, T27N, R113W	Surface 2,417	2,417 2,970

¹The marker well is a representative well in the field (usually the deepest well). A dated mechanical log from such well was used to determine the top and base of the productive interval. Marker wells are not necessarily prior Company wells or prior Wexpro wells, as defined in the Agreement; they may be third-party wells.

²Marker well location may not be within a development drilling area, as defined in the Agreement; its selection is related to the productive formation and the reliability and quality of the data to indicate stratigraphic equivalency elsewhere in the formation.

³Top and base (feet below the surface) in the marker well. Extent of productive oil reservoir elsewhere is the stratigraphic equivalent of this interval; the areal extent of the productive oil reservoir is defined in the Agreement.

Field Name	State	Formation	Marker Well	Marker Well Location	Productive Oil Reservoir	
					Interval Top	Interval Base
Brady Unit (North)	Wyoming	Entrada Nugget Weber	Brady Unit Well #14	SWSE Sec 4, T17N, R100W	11,607 11,756 13,660	11,756 12,275 14,535
Brady Unit (South)	Wyoming	Weber Nugget Phosphoria	Brady Unit #1	NENW Sec 11, T16N, R101W	13,595 11,660 13,365	14,400 12,202 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 3rd Frontier	U.S.A. Dilts #31-1	NESW Sec 31, T40N, R73W	11,610 12,165	11,630 12,205
Ross (Fox)	Wyoming	3rd Frontier	Moore Federal #1-1	SWNE Sec 1, T40N, R75W	12,700	12,725
South Spearhead (Fox)	Wyoming	1st Bench- 1st Frontier	South Spearhead Fed #1-24	CSE Sec 24, T37N, R75W	12,730	12,782
Spearhead Ranch Unit (Part)	Wyoming	1st Bench- 1st Frontier	Spearhead Ranch Unit #1A	SENW Sec 13, T39N, R75W	12,585	12,595
Trabing (Boznidec)	Wyoming	Frontier	Federal #1-10	NWSE Sec 10, T46N, R80W	12,624	12,664
Yellow Creek	Wyoming	Twin Creek	Yellow Creek #1-36	SWNE Sec 36, T15N, R121W	5,928	6,738

Prior Wexpro Wells

SCHEDULE 2(i)

SCHEDULE 2(b)
"Wexpro Case" Agreement
PRIOR WEXPRO WELLS

FIELD NAME	PRIOR WEXPRO WELL	FIELD NAME	PRIOR WEXPRO WELL	FIELD NAME	PRIOR WEXPRO WELL
Ace Unit [Colorado]	Ace Unit #5 Ace Unit #8	Birch Creek Unit [Wyoming]	Birch Creek Unit #62 Birch Creek Unit #63 Birch Creek Unit #65 Birch Creek Unit #67 Birch Creek Unit #68 Birch Creek Unit #69 Birch Creek Unit #70 Birch Creek Unit #71 Birch Creek Unit #74 Birch Creek Unit #75 Birch Creek Unit #76 Birch Creek Unit #77 Birch Creek Unit #79 Birch Creek Unit #82 Birch Creek Unit #83 Birch Creek Unit #84 Birch Creek Unit #80 Birch Creek Unit #28 Birch Creek Unit #33 Birch Creek Unit #34 Birch Creek Unit #36 Birch Creek Unit #37 Birch Creek Unit #38 Birch Creek Unit #39 Birch Creek Unit #40 Birch Creek Unit #42 Birch Creek Unit #44 Birch Creek Unit #45	Dry Piney Unit [Wyoming]	Dry Piney Unit #20 Dry Piney Unit #21 Dry Piney Unit #24 Dry Piney Unit #25
East Hiawatha [Colorado]	East Hiawatha 17-2 F. Wilson B #4 F. Wilson A #5 F. Wilson A #7 F. Wilson A #8 F. Wilson B #11 F. Wilson B #12 F. Wilson B #13 F. Wilson B #14 F. Wilson B #15 F. Wilson A #17 F. Wilson A #18 F. Wilson B #19 F. Wilson B #21 G. Kuykendall A #1 G. Kuykendall A #3 G. Kuykendall A #6 G. Kuykendall A #7 G. Kuykendall #8			Feather-Highland-Scott [Wyoming]	Hannifin Federal #1
Jacks Draw Unit [Colorado]	Jacks Draw Unit #4			Powell (Spearhead Ranch Part) [Wyoming]	Spearhead Ranch Unit #18 Werner #25-1
McClellan [Colorado]	McClellan Basin #2			Powell (Spearhead Ranch Part) [Wyoming]	Powell II Unit #9 U.S.A. Dilts #31-1 Boswell Federal #2-1 Dilts Cooke Federal #1-1 Harvey Federal #6-1 Tonkinson #11-1 Dilts #12-1 Wolf State #13-1 Spearhead Ranch Unit #10 Spearhead Ranch Unit #12 Spearhead Ranch Unit #13 Spearhead Ranch Unit #14 Spearhead Ranch Unit #15 Spearhead Ranch Unit #17 Spearhead Ranch Unit #20 Bustard Federal #24-1
Powder Wash [Colorado]	Carl Allen B #9 Carl Allen B #13 Carl Allen A #16 Carl Allen A #19 B. W. Muaser B #15 J. C. Donnel B #4 J. C. Donnel B #7 J. C. Donnel B #8 J. C. Donnel B #10 H. W. Stewart A #3 H. W. Stewart A #4 J. C. Donnel A #6	Brady Unit (North) [Wyoming]	Brady Unit Well #14W Brady Unit Well #17N Brady Unit Well #25N Brady Unit Well #26E	Ross (Fox) [Wyoming]	Moore Federal #1-1 South Spearhead #1-24 South Spearhead #1- 11 Judson South Spearhead #1-2
Trap Springs [Nevada]	Trap Springs #3 Trap Springs #1 Trap Springs #2 Trap Springs #8 Trap Springs #16 Trap Springs #17 Trap Springs #1R	Brady Unit (South) [Wyoming]	Brady Unit Well #16W Brady Unit Well #18W Brady Unit #1 (#21-11) Brady Unit #2 (#41-2) Brady Unit #3 (#1-15) Brady Unit #4 (#11-12) Brady Unit #5 (#11-11) Brady Unit #8 (#32-2) Brady Unit #9 (#43-10) Brady Unit #10 (#22-22) Brady Unit #11 (#32-31) Brady Unit #12 (#11-27) Brady Unit #13 (#16-101) Brady Unit #16 (#32-10) Brady Unit #18 (#44-11) Brady Unit #21 (#43-46) Brady Unit #22 (#22-15) Brady Unit #23 (#31-1) Brady Unit #24 (#14-B) Brady Unit #27 (N) Brady Unit #30 Brady Unit #31 (#24-2) Brady Unit #33	Spearhead Ranch Unit (Part) [Wyoming]	Spearhead Ranch Unit #1A Spearhead Ranch Unit #4 Spearhead Ranch Unit #6 Spearhead Ranch Unit #7 Spearhead Ranch Unit #8
Bug [Utah]	Bug Well #4 Bug Well #10 Bug Well #12 Bug Well #14 Bug Well #15 Bug Well #16			Trabing (Bonnidee) [Wyoming]	Bouma Zexas #1-3 Federal #1-10 Adamson Eklund #1-14 Porath "A" #1
Castle Peak Uintah Basin [Utah]	Castle Peak Unit #5			Yellow Creek [Wyoming]	Yellow Creek #1-36 Yellow Creek #3-36
Gray Wolf Mountain [Utah]	Broadhead #1				
Patterson Canyon [Utah]	Patterson Canyon #1 Patterson Canyon #3				
Patterson Unit [Utah]	Patterson Unit #1				
Birch Creek Unit [Wyoming]	Birch Creek Unit #48 Birch Creek Unit #50 Birch Creek Unit #52 Birch Creek Unit #58	Bruff Unit [Wyoming]	Bruff Unit Well #1		
		Dry Piney Unit [Wyoming]	Dry Piney Unit #17 Dry Piney Unit #18 Dry Piney Unit #19		

Schedule 3(a)

Productive Gas Reservoirs

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

Field Name	State	Formation	Marker Well ¹	Marker Well Location ²	Productive Gas Reservoir ³	
					Interval Top	Interval Base
Ace Unit	Colorado	Fl. Union	Ace Unit #2	SWSW Sec 3, T11N, R97W	5,180	7,342
Big Horse Draw (Cathedral)	Colorado	Manaos "B"	Big Horse Draw #26-2	SESW Sec 26, T2S, R101W	2,097	2,450
Bull Basin-Plateau-Highmore	Colorado	Corcoran	#135	NWNW Sec 35, T10S, R96W	3,708	3,897
Cross Canyon	Colorado	Ismay	Cross Canyon Unit #1	SWNE Sec 7, T38N, R19W	5,860	5,920
Dragon Trail Unit	Colorado	Manaos "B"	Dragon Trail Unit #46	NWSW Sec 21, T2S, R102W	2,600	2,985
East Hiawatha	Colorado	Wasatch Fort Union Lance/Lewis	Newberger #6	NWSE Sec 13, T12N, R100W	Surface 2,426 4,730	1,920 4,730 4,810
Egnar Unit	Colorado	Mississippian	Egnar Unit #1	SENE Sec 30, T44N, R19W	9,100	9,375
Hiawatha Deep Unit	Colorado	Entrada & Nuggett	Hiawatha Deep Unit #1	NENW Sec 22, T12N, R100W	14,337	15,020
Horseshoe Canyon Unit	Colorado	Dakota Cedar Mountain Corcoran-Cozette	Horseshoe Cyn Unit #131	SENE Sec 31, T9S, R97W	6,774 2,295	6,956 2,580
Jacks Draw Unit	Colorado	Fl. Union	Jacks Draw Unit #15	NENE Sec 21, T12N, R97W	5,118	6,440
Lower Horse Draw Unit (Lower Horse Draw Area)	Colorado	Manaos "B"	MF #10-1	NWSW Sec 10, T2S, R103W	2,828	3,160
Powder Wash Unit	Colorado	Wasatch- For Union	Carl Allen #11	SESW Sec 33, T12N, R97W	Surface	8,410
Rabbit Mountain	Colorado	Manaos "B"	MFS Federal #8-1	NWNE Sec 8, T2S, R103W	3,985	4,265
Sugar Loaf-Talamantes	Colorado	Mesa Verde (Almond) Lower Ft Union/Lance	Gov't #1	SENE Sec 15, T11N, R101W	5,458 4,950	5,655 5,340

¹ The marker well is a representative well in the field (usually the deepest well). A dated mechanical log from such well was used to determine the top and base of the productive interval. Marker wells are not necessarily prior Company wells or prior Wexpro wells, as defined in the Agreement; they may be third-party wells.

² Marker well location may not be within a development drilling area, as defined in the Agreement; its selection is related to the productive formation and the reliability and quality of the data to indicate stratigraphic equivalency elsewhere in the formation.

³ Top and base (foot below the surface) in the marker well; Extent of productive gas reservoir elsewhere is the stratigraphic equivalent of this interval; the areal extent of the productive gas reservoir is defined in the Agreement.

SCHEDULE 3(a)

Field Name	State	Formation	Marker Well	Marker Well Location	Productive Gas Reservoir	
					Interval Top	Interval Base
West Douglas Creek	Colorado	Manaos "B"	Gov't #30-6	SENE Sec 30, T2S, R102W	2,703	3,090
West Hiawatha	Colorado	Lance/Lewis Ft. Union Wasatch	W. B. Lashar #5	SWSW Sec 25, T12N, R101W	4,448 2,230 Surface	4,670 4,448 2,230
Lodger (Whiskey Trail)	Montana	Bow Island	Nierenberg #263 For	NENW Sec 26, T30N, R1W	1,046	1,080
Milk River	Montana	Eagle White Spocks	Oil Resources #19-4	SWNW Sec 19, T35N, R13E	1,069 2,160	1,356 2,180
Sunburst	Montana	Third Bow Island	Kiehbauch #2	NWSE Sec 33, T36N, R4W	1,760	1,796
Jiggs Unit	Nevada	Elko	Jiggs #10-1	SESE Sec 10, T29N, R56E	9,050	9,450
Bisti-Escrito-Verde-Basin Dakota	New Mexico	Basin Dakota Picture Cliff	Mountain Federal #1	NWSW Sec 18, T24N, R9W	1,765 6,405	1,990 6,450
Fruitland	New Mexico	Dakota Mendee	Stevens #1	NWNE Sec 29, T30N, R14W	5,680 3,198	5,913 3,310
Tracy Dome (Carlsbad)	New Mexico	Morrow Wolf Camp	Rifle Federal #2	NENW Sec 28, T21S, R26E	10,854 8,995	11,220 9,155
Clay Basin Unit	Utah	Frontier	Clay Basin Unit #18	NWNW Sec 23, T3N, R24E	5,640	5,850
Island Unit	Utah	Wasatch	Island Unit #9	CSW Sec 11, T10S, R19E	4,880	6,800
Piute Knoll	Utah	Upper Ismay	Piute Knoll #1	NESW Sec 26, T33S, R25E	5,730	5,795
Ute Trail Unit	Utah	Mesa Verde Wasatch	Ute Trail Unit #1	NENE Sec 8, T10S, R22E	6,720 5,050	8,110 5,270
Birch Creek Unit	Wyoming	1st Frontier 2nd Frontier Bear River	Birch Creek Unit #1	NENW Sec 14, T27N, R113W	6,267 6,685 7,490	6,325 6,880 7,700
Black Butte Creek	Wyoming	Dakota	Black Butte Creek Unit #44-25	SESE Sec 25, T19N, R103W	3,890	3,910
Brady Unit (South)	Wyoming	Dakota Frontier	Brady Unit Well #1	NENW Sec 11, T16N, R101W	10,870 10,290	11,038 10,400
Bruff Unit-Moxa Arch	Wyoming	Dakota 2nd Frontier	Bruff Unit #1	SWSW Sec 22, T19N, R112W	11,900 11,278	12,190 11,500
Butcher Knife Spring Unit	Wyoming	Morgan Dakota	Butcher Knife Spring Unit #1	SWNE Sec 29, T15N, R112W	17,903 12,822	18,410 13,290

SCHEDULE 3(a)

Field Name	State	Formation	Marker Well	Marker Well Location	Productive Gas Reservoir	
					Interval Top	Interval Base
Canyon Creek Area	Wyoming	Fort Union	Canyon Cr. Federal #219	NENE Sec 19, T13N, R100W	3,900	4,050
Canyon Creek Dome Unit	Wyoming	Lwr Mesaverde	Canyon Creek Unit #17	NESW Sec 3, T12N, R101W	5,380	6,798
Church Buttes Unit	Wyoming	Almond	Church Buttes Unit #19	SENE Sec 8, T16N, R112W	4,600	4,750
		Morgan Dakota Frontier			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	7,380
Emigrant Springs	Wyoming	2nd Frontier	Harrington Federal #1	SWNE Sec 5, T22N, R111W	10,860	11,015
Farson Cut Off (Gravel Area)	Wyoming	Frontier	Farson Cut Off #1	SWNE Sec 18, T23N, R111W	10,360	10,595
Five Mile Gulch Unit	Wyoming	Mesaverde	Five Mile Gulch #3	CSW Sec 35, T21N, R93W	10,408	11,015
W Fogarty Creek	Wyoming	Bear River	Fogarty Creek Fed. #132	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	NWNW 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	Hezler #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
					2,968	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	Injari Kara 1st Bench-1st Frontier	Spearhead Ranch #3	SENW Sec 14, T39N, R75W	14,025	14,120
					12,750	12,795
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
		Almond			5,260	5,300
Wamsutter	Wyoming	Lewis	West Wamsutter #136	NWSE Sec 36, T21N, R96W	8,295	8,334
Whiskey Buttes Unit	Wyoming	2nd Frontier	Whiskey Buttes Unit #1	NWSW Sec 24, T22N, R111W	10,920	11,151
Wild Cow (Deep Creek) (Cherokee Creek)	Wyoming	Deep Creek	Ashland Federal #1322	SWSW Sec 22, T16N, R91W	2,556	2,775

SCHEDULE 3(b)

Prior Company Wells

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

FIELD NAME	PRIOR COMPANY WELL	FIELD NAME	PRIOR COMPANY WELL
Ace Unit [Colorado]	Ace Unit #1 Ace Unit #2 Ace Unit #3 Ace Unit #7	Dragon Trail Unit [Colorado]	Dragon Trail #11 Dragon Trail #12 Dragon Trail #13 Dragon Trail #14 Dragon Trail #15 Dragon Trail #16 Dragon Trail #17 Dragon Trail #18 Dragon Trail #19 Dragon Trail #20 Dragon Trail #21 Dragon Trail #22 Dragon Trail #23 Dragon Trail #24 Dragon Trail #25 Dragon Trail #26 Dragon Trail #27 Dragon Trail #28 Dragon Trail #29 Dragon Trail #30 Dragon Trail #31 Dragon Trail #32 Dragon Trail #33 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 #26.1 Mikulich Mtn. Fuel #26.1 Big Horse Draw Cathedral J362101S	East Hiawatha [Colorado & Wyoming]	W. W. Wilson A #1 W. W. Wilson A #2 W. W. Wilson C #3 W. W. Wilson B #4 Hiawatha Unit #3 Hiawatha Unit #4 Hiawatha Unit #5 Hiawatha Unit #6 M. W. Newberger A #1 M. W. Newberger D #2 M. W. Newberger A #3 M. W. Newberger B #4 M. W. Newberger C #5 M. W. Newberger A #6 Amelia Horrocks #2 East Hiawatha Well 1-17 Florence Wilson A #2 Florence Wilson B #3 Florence Wilson B #6 Florence Wilson A #9 Florence Wilson B #10 Florence Wilson B #16 Florence Wilson A #22 Florence Wilson B #23 Florence Wilson B #24 Florence Wilson B #25 Hiawatha Unit #1 Hiawatha Unit #2 State Land Tract 37 #2 State Land Tract 37 #4 State Land Tract 37 #5 K. S. Whitford #1
Bull Basin - Plateau - Highmore [Colorado]	Bull Basin 1-35		
Cross Canyon [Colorado]	Cross Canyon Unit #1		
Dragon Trail Unit [Colorado]	Dragon Trail Unit #47 Dragon Trail Unit #49 Dragon Trail Unit #50 Dragon Trail Unit #51 Dragon Trail Unit #52 Dragon Trail Unit #53 Dragon Trail Unit #54 Dragon Trail Unit #55 Dragon Trail Unit #57 Dragon Trail Unit #35 Dragon Trail Unit #36 Dragon Trail Unit #37 Dragon Trail Unit #38 Dragon Trail Unit #39 Dragon Trail Unit #40 Dragon Trail Unit #41 Dragon Trail Unit #42 Dragon Trail Unit #43 Dragon Trail Unit #44 Dragon Trail Unit #45 Dragon Trail Unit #46 Dragon Trail #1 Dragon Trail #2 Dragon Trail #3 Dragon Trail #4 Dragon Trail #5 Dragon Trail #6 Dragon Trail #7 Dragon Trail #8 Dragon Trail #9 Dragon Trail #10	Egnar Unit [Colorado]	Egnar Unit #1
		Hiawatha Deep Unit [Colorado]	Hiawatha Deep Unit #1

SCHEDULE 3(b)

FIELD NAME	PRIOR COMPANY WELL	FIELD NAME	PRIOR COMPANY WELL
Horseshoe Canyon Unit [Colorado]	Horseshoe Canyon Unit #2 Horseshoe Canyon Unit #3 Horseshoe Canyon Unit #1-28 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 C. Donnell A #1 C. Donnell B #3 C. Donnell B #9 C. Donnell B #10 C. Donnell B #5 C. Donnell A #11 C. Donnell B #12 H. W. Stewart A #1 H. W. Stewart A #2 Government #1 Government #2 MFS #20-1 J. A. Lee Well #1 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 Gov't #1 Sugar Loaf Gov't #2 Sugar Loaf Gov't #3 Sugar Loaf Gov't #4 Sugar Loaf Gov't #6 Sugar Loaf Gov't #8 Sugar Loaf Gov't #9 Sugar Loaf Gov't #10 Sugar Loaf Gov't #12 Sugar Loaf Gov't #14 Sugar Loaf Gov't #15 Sugar Loaf State Land 4-1-101 #1 Sugar Loaf State Land 3-11-101 #2
Lower Horse Draw Unit (Lower Horse Draw Area) [Colorado]	Lower Horse Draw Unit #11 Lower Horse Draw Unit #12 Lower Horse Draw Unit #14 Lower Horse Draw Unit #15 Lower Horse Draw Unit #16 Lower Horse Draw Unit #17 Lower Horse Draw Unit #18 Lower Horse Draw Unit #19 Lower Horse Draw Unit #20 Lower Horse Draw Unit #21 Lower Horse Draw Unit #22 Lower Horse Draw Unit #23 Lower Horse Draw Unit #24 Lower Horse Draw Unit #25 Lower Horse Draw Unit #26 Lower Horse Draw #12-1 Lower Horse Draw #11-1 Lower Horse Draw #11-2 Lower Horse Draw #11-3 Lower Horse Draw #10-1 Lower Horse Draw #12-2 Lower Horse Draw #10-2 Lower Horse Draw #11-4 Lower Horse Draw Unit #15-1 Lower Horse Draw Unit #26-2A Lower Horse Draw Unit #14-3 Lower Horse Draw Unit #22-4 Lower Horse Draw Unit #27-8	Sugar Loaf-Talamantes [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	West Douglas Creek [Colorado]	

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 #30 Birch Creek Unit #31 Birch Creek Unit #32 Birch Creek Unit #33 Birch Creek Unit #34 Birch Creek Unit #35 Birch Creek Unit #36 Birch Creek Unit #37 Birch Creek Unit #38 Birch Creek Unit #39 Birch Creek Unit #40 Birch Creek Unit #41 Birch Creek Unit #42 Birch Creek Unit #43 Birch Creek Unit #44 Birch Creek Unit #45 Birch Creek Unit #46 Birch Creek Unit #47 Birch Creek Unit #48 Birch Creek Unit #49 Birch Creek Unit #50 Birch Creek Unit #51 Birch Creek Unit #52 Birch Creek Unit #53 Birch Creek Unit #54 Birch Creek Unit #55 Birch Creek Unit #56 Birch Creek Unit #57 Birch Creek Unit #58 Birch Creek Unit #59 Birch Creek Unit #60 Birch Creek Unit #61 Birch Creek Unit #62 Birch Creek Unit #63 Birch Creek Unit #64 Birch Creek Unit #65 Birch Creek Unit #66 Birch Creek Unit #67 Birch Creek Unit #68 Birch Creek Unit #69 Birch Creek Unit #70 Birch Creek Unit #71 Birch Creek Unit #72 Birch Creek Unit #73 Birch Creek Unit #74 Birch Creek Unit #75 Birch Creek Unit #76 Birch Creek Unit #77 Birch Creek Unit #78 Birch Creek Unit #79 Birch Creek Unit #80 Birch Creek Unit #81 Birch Creek Unit #82 Birch Creek Unit #83 Birch Creek Unit #84 Birch Creek Unit #85 Birch Creek Unit #86 Birch Creek Unit #87 Birch Creek Unit #88 Birch Creek Unit #89 Birch Creek Unit #90 Birch Creek Unit #91 Birch Creek Unit #92 Birch Creek Unit #93 Birch Creek Unit #94 Birch Creek Unit #95 Birch Creek Unit #96 Birch Creek Unit #97 Birch Creek Unit #98 Birch Creek Unit #99 Birch Creek Unit #100 Birch Creek Unit #101 Birch Creek Unit #102
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 #18-4 Xeno 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. #130 Bruff Gov't Donley NCT-1 Well #1 Bruff Pando Fed. #32-1 Bruff Gov't 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		
Tracy Dome (Carlsbad) [New Mexico]	State Q Com. #1 North Carlsbad Com. #2 Rifle Federal #2		
Clay Basin Unit [Utah]	Clay Basin Unit #1 Clay Basin Unit #7 Clay Basin Unit #8 Clay Basin Unit #9 Clay Basin Unit #12 Clay Basin Unit #13 Clay Basin Unit #14 Clay Basin Unit #15 Clay Basin Unit #16 Clay Basin Unit #17 Clay Basin Unit #18 Clay Basin Unit #19 Clay Basin Unit #20 Clay Basin Unit #22 Clay Basin Unit #23		
Island Unit [Utah]	Island Unit #3 Island Unit #9		
Piute Knoll [Utah] #1	Carter-Leverson 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 #26 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 #27 Dry Piney Unit #28
		Emigrant Springs (Wyoming)	Harrington Federal #1
		Farson Cut Off (Gravel Area) (Wyoming)	Farson Cut Off #1
		Five Mile Gulch Unit (Wyoming)	Five Mile Gulch Unit #3
		Fogarty Creek (Wyoming)	Fogarty Creek Federal #1-32
		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 #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 26C1 89 I 118 144A 144A1 148A 148A1	COLORADO	JACKS DRAW	89A1 123A1 144 148 I 306 313 313A 313B 313C 313D 313E 313F 313G 557
	BIG HORSE DRAW	518A 519 519 X 1969 518 1317 1318 1805 1982		LOWER HORSE DRAW	118 348 899 1315 116 I 347 348 I 750 1316
	BLUE GRAVEL	66 M		MISSOURI CREEK	424
	BRUSHY POINT	689		POWDER WASH	987 26A 26C 29 30A 31A 31B 33A 33B 33B1 66 66 I 67 67 I 996
	BULL BASIN	1069 1137 1333 88 M 1072		RABBIT MOUNTAIN	898
	DILL GULCH	738		ROSS RIDGE	1058A I
	DRAGON TRAIL	112		SUGAR LOAF	59 65 68A 73A 88
	EAST HIAWATHA	481X 2 M 13 M 14 M 15 M 16 DM 1A 1F 11 25 I		TALAMANTES CREEK	68 68B
	EAST HIAWATHA	25 2 48		WEST DOUGLAS CREEK	112A 112B 114 114 X 11A 116B 116C 28 M
	EGGAR	276		WEST HIAWATHA	4A 4AX
	HIAWATHA DEEP	21M 131M 141M 151M 164M 1AX 1FX 11 X 25X1 25X2 48 X			
	HIGHMORE	1068			
	JACKS DRAW	72 89A 123A 148 26B 30B 72 I 72C			

SCHEDULE 4(a)

STATE	AREA	MFSCO COMPANY LEASE NO.	STATE	AREA	MFSCO COMPANY LEASE NO.
COLORADO	WEST HIAWATHA	5A 5AX 517 517 X 3AM 6AM 8BM 6CM 7 M 17 M	UTAH	BRADY	2932 I 3085 3085 X 3085 I 4450 I 4450 X
	WHITE RIVER	79 M 554 I		BUTCHER KNIFE SPRING	2849 I 2867 I 2869 I 2870 I 2874B1 2876 I 2878 I 2880A1
UTAH	BUG	10978 11147 11286A 11368		BUTCHER KNIFE	2882A1 2970 I 3210 3211 I 3216 I -6
	CANYON POINT	11201A		BRUFF (Lincoln)	3028 3107 3107A 3107B 3107C 3107D 3107E 3107F 3107G 3748 I 3748X1 3749 3749 I 3042 3061 X 3187 X 4503 X 3748XX
	CEDAR RIM	108 M		BRUFF (Sweetwater)	3047 3736 3748 3749 3040 3109 3187 3736A 3737 3661
	CLAY BASIN	1088 1 M 2 M 1A 1B 3A 3B 1088 X 1145 I 1145 2 1151 1176A 1176B 1179		BRUFF (Uinta)	3035 3038 3041 3047 X 3080 3061
	ISLAND	27AM 28AM 30 M 31AM 36AM 3453 3586A 3588A 3589 3590C 3601A 3603C 3604A 5069A 6947 6950 6951		CANYON CREEK	2930
	PIUTE KNOLL	9882		CANYON CREEK DOME	774 774 I 775 775 I 776 777 778 778 I 779 779 I 780 780 I 781 781 I 782
	RIVER BEND	103 M 104 M 27.1M 28 M 75AM 97.1M 98 M 36.1M 31.1M 34.1M			
WYOMING	BIRCH CREEK	434 434A 447 453 465 1091			
	BRADY	683 683A 704 I			

SCHEDULE 4(a)

STATE	AREA	MFSCO COMPANY LEASE NO.	STATE	AREA	MFSCO COMPANY LEASE NO.
WYOMING	CANYON CREEK DOME	782 I 783 783 I 784 966 966 I 999 999A 1003 1003 X	WYOMING	FIVE MILE GULCH	2623 I
	CHIMNEY BUTTE DEEP	50 M 409		FOGARTY CREEK	850 850 I 851 2376 I 2376 I
	CHURCH BUTTES	308 309 311 315 316		FOX	2675A 3087A 3168 3081
	CHURCH BUTTES (Sweetwater)	317 319 320 322 325 326 338		GALE	3599 I
	CHURCH BUTTES (Uinta)	309 X 311 X 312 313 314 316 X 317 X 318 319 X 320 X 321 322 X 323 324 326 X 329		GRANGER	3033 3034
	CRESTON	3339		GREEN RIVER BEND	49 M 1091 A
	DRY PINEY	850A 887 X 850A1 851A 851A1 887 I		HENRY	3208
	EAST HIAWATHA	1AM 10M 12 M 12XM 64 M 12A 12B 12C 12D 25A 25B 25C 482A		HIAWATHA DEEP	11M 13M 121M 122M 12AX 12BX 12CX 12DX 25AX 25BX 25CX 482AX
	EMIGRANT SPRINGS	3913A		HIGHLAND	3400
	FARSON CUTOFF (Lincoln)	3373 X		KINNEY	294C1 294D 297B1 297D 297E 297E1 945 I 945A1 945B1 945B2 946 946B 946B1 946B2 946B3 946C1 947A1 947A3 947B 947D 947D1 947E1 947E2 947E3 947F1 947F2 2931 3156 3156 I 3202
	FARSON CUTOFF (Sweetwater)	3373		JOHNSON RIDGE	2741 2978 3252 3252 X
				JACKKNIFE SPRING	683 I 683A1 704

SCHEDULE 4(a)

STATE	AREA	MFSCO COMPANY LEASE NO.	STATE	AREA	MFSCO COMPANY LEASE NO.
WYOMING	LEUCITE HILLS	2304 2304A 2330 2330A 2621	WYOMING	SOUTH BAXTER	17 M 20 M 21 M 22 M 27 M 27XM 16A 17A 17B 18A 18B 24- 38A 39A 67A 67B 68A 68B
	MADDEN	65 M			
	MESA, THE (Pinedale)	1887 I 1888 I 1889 I 1891 I 1894 I			
	MIDDLE BAXTER	232A 233A 238B 282 797A 18 M 66 M 80 M		SOUTH BAXTER	71 72 92A 92BX 92DX 100A 100C 213 238BX 334 336A 336B 336D 1465
	MOXA ARCH (Lincoln)	3053 4461 4461A 4461B 4461C 4461D 4461E 4461F 4461G 4461H 4461I 4503		SAND BUTTE	1266
	MOXA ARCH (Sweetwater)	3060 3768 4497 X		SPEARHEAD RANCH	3140
	MOXA ARCH (Uinta)	4460 4480 4497		WYOMING SOUTHEAST	4038
	NORTH BAXTER	48A 49A 49B 1062 1062 X 1116 2663 2756 2757 14 M 15 M 15XM 77 M		TABLE ROCK	29 M 28AM 30 M 30AM
				TIERNEY	119 M 123 M
				TRAIL	469A 489 57 M 418 459 469A1 469B 489 I 489 A 1366 1404
	NORTH LABARGE	26 M 447A			
	PIONEER	945C		WILD COW	3637
	SADDLE RIDGE	26XM 447AX		WHISKEY BUTTES	3904 3904 X
	SCHEGGS DRAW	3186		WAMSUTTER	2569
	SHUTE CREEK	3369 I		CURTWRIGHT COULEE	475
	SIBERIA RIDGE	3600	MONTANA		
	SIXMILE SPRING	3844		DUNKIRK NORTH	4 M 4AM 5 M 5AM 6M 10 M 12 M 13 M 13AM
	SOUTH BAXTER	92B 92D 16 M			

SCHEDULE 4(a)

STATE	AREA	MFSCO COMPANY LEASE NO.
MONTANA	DUNKIRK NORTH	13BM 14 M 15 M 15AM 16 M 16AM 16BM 16CM 16DM 16EM 17 M
	HEALEY COULEE	394
	KEVIN-SUNBURST NW	349
	LEDGER	78
	MILK RIVER (Blaine)	129 128 193
	MILK RIVER (HHH)	275 245 505 174 2 M
NEW MEXICO	BARKER CREEK SW	310
	BISTI	68 70
	ESCRITO	69
	FRUITLAND	155 469 514 519 511 512 513 515 518
	LINDRITH	223
	OJO	261
	SNAKE EYES	340
	SQUYRES	149
	UTE DOME	265

Account 105 Leaseholds

SCHEIDT & BUCHHEIT

SCHEDULE 4 (b)
"WEXPRO CASE" AGREEMENT
ACCOUNT 105 LEASEHOLDS

STATE	AREA	MFSCO COMPANY LEASE NO.	STATE	AREA	MFSCO COMPANY LEASE NO.
COLORADO	BARREL SPRINGS	1782		BULL BASIN	1166HX
	BEAR SPRING	1700			1166IX
	BELL ROCK	999			1166JX
		1005			1166KX
		1006			1166LX
		1007	COLORADO	BULL BASIN	1333A
		1508			1490X
		1508A			1490AX
		1508B			1490BX
		1508C			1490CX
	BIG HORSE DRAW	1804			1490DX
	BIG SANDY CREEK	1858			1490EX
		1859			1490FX
		1860			1490GX
		1861			1490HX
		1862			1490IX
		1863			1490JX
		1864			1890
		1886			1909
	BOYERO	1759			1031
		1760			1045
		1761			1045A
		1762	COLORADO	BULL CANYON	88M
		1763			922A
		1764			916A
		1765			979C
		1766			910B
		1767		CAMPO	1592
		1768			1592A
		1769			1592B
		1770			1592C
		1771			1592D
		1772			1592E
		1773			1615
		1774			1825
		1775			1826
		1776			1826A
		1777			1827
		1778			1827A
		1779			1827B
	BRIDGE	1696			1828
	BUG	1341			1829
		1816			1914
		1339			1915
	BULL BASIN	1045B			1916
		1047			1917
		1048			1918
		1166 X			1919
		1166AX			1920
		1166BX			1921
		1166CX			1925
		1166DX			1929
		1166EX			1929A
		1166FX			1929B
		1166GX			1929C
					1929D
					1929E

SCHEDULE 4(b)

STATE	AREA	MPSCO COMPANY LEASE NO.	STATE	AREA	MPSCO COMPANY LEASE NO.
COLORADO	CAMPO	1929F 1930 1933 1934 1938 1939 1946 1947 1951	COLORADO	DOE CANYON	1741A 1741B 1742 X 1742AX 1742B 1742C 1742D 1742E 1742F 1742G 1743 X 1743BX 1743C 1743DX 1744 1745 1745A 1747 1747A 1747B 1750 X 1754 X 1755 1755A 1755B 1752 1732A 1732B 1732C 1733 1733A 1734 1734A 1734B 1735 1735A 1736 1738 1740 1742 1742A 1743 1743A 1743B 1743D 1743E 1746 1746A 1746B 1749 1749 1750 1751 1754 1754A 1754B 1754C 1754D 1756 1756A
	CHEROKEE TRAIL	1167 1314 1519			
	CIMMARON RIVER	1698			
	COLLON	1324 1325 1335 1343			
	COW CANYON	979 1819 X 843A 843A 979B 1198 1198A 1230A 1231A 1231AX 1232A 1243 1246A 1246AX 1247A 1256 1259 1295 1296 1304A 1331 1331C 1397 1398A 1398B 1398C 1398D 1398E 1398F 1398G 1399 1404 1484 1509 1521 X 1704 1819			
	DEBEQUE	956 1026A			
	DECEPTION CREEK	993 1002		DOVE CREEK	1885 1201 1214 1216 1216A
	DILL GULCH	995		DRY CREEK	34M 35 M
	DOE CANYON	1731 1731A 1737 1737A 1739 1739A 1739B 1739C 1740 X 1741		DRY FORK	955 1116 X 1052A
				EAGLE BASIN	1108 1109 1218

SCHEDULE 4(b)

STATE	AREA	MPSCO COMPANY LEASE NO.	STATE	AREA	MPSCO COMPANY LEASE NO.
COLORADO	EAGLE BASIN	1219 1220 1501 1502	COLORADO	HANCOCK GULCH	1008 1008A 1027 1037 X 1038 X 1039 X 1043 X 1043 I 1046 1052 1061 1076X 1114 1114A 1114B 1114C 1115 1115A 1116 1008AX 1008A1 1018 1029 1037 1038 1039 1043 1043X1 1070 1076 1076 I 1112 1112A 1113 1113A
	EAST HIAWATHA	24D 1699A 88M 16 M 16AM 16BM 16CM 1B 1C 1D 1E 24B 1016 1159 1699 1721		HIAWATHA DEEP	82M 16XM 161M 162M 163M 1BX 1CX 1DX 1EX 24BX 1016 X 1159 X 1699 X 1721 X
	EGNAR	290		HIGHMORE	955A 970 971 977 1491 1514 1656 87M
	FLUME GULCH	790D 790F 790G 790H 790I 790K 790L 1121 1126 1127A 1128 1131 1131A 1131B 1133 1134 1141 1141B 1142 1142B 1142C 1142D 1142E 1142F 1142G 1142H 1142I 1161 1161A 1161B 1161C 1892 1893 1894 1913 1940		HORSEHEAD CANYON	1189 1196B 1196C 1196F 1200 1202 1202A 1212 1212A 1212B 1212C 1212D 1213 1215A 1217A 1217B
	GARFIELD	1083 941F 941H 941I 1015A 1015B 1032 1055 1078 1083A 1101			
	HAMILTON	1079			
	HAMILTON CREEK	1079A 1222			

SCHEDULE 4(b)

STATE	AREA	MPSCO COMPANY LEASE NO.	STATE	AREA	MPSCO 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			1395B
		1311A			1395C
		1311B			1411
		1311C			1411B
		1311D			1443
		1311E			1679
		1311F			1757
		1311G			
		1311H		JACKS DRAW	1319
		1311I		LANDS END	1333 X
		1311J			
		1311KX		LAS ANIMAS	1531
		1311LX			1532
		1311MX			1533
		1312D			1539
		1312I			1540
		1321			1542
		1845			1543
		1846			1544
		1846A			1545
		1311K			1546
		1311L			1551
		1311M			1552
		957			1553
		1017			1554
		1017 I			1555
		1026			1557
		1041			1558
		1042			1562
		1050			1569
		1051			1573
		1051A			1578
		1051A1			1582
		1062			1583
		1148			1584
		1148-1			1585
		1206			1585A
		1207			1586
		1208			1586A
		1209			1587
		1210			1587A
		1211			1588
		1979			1588A
					1589
					1598A
					1590
					1591
					1593
					1594
					1595
					1599
					1599A
					1602
					1603
					1604
					1605
					1607
					1609
					1610
					1613
					1614
					1616
					1617
					1618
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					1629

SCHEDULE 4(b)

STATE	AREA	MPSCO COMPANY LEASE NO.	STATE	AREA	MPSCO 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		NORTH CRAIG	475B
		1674			477
		1674A			481
		1675		NORTH NIPPLE	1695
		1676			1697
		1685			1789
		1690			1800
		1691			1971
		1337BX		NW DIVIDE CREEK	941FX
		1652			941HX
		1653			941IX
		1654			1014A
		1655			1015AX
		1725			1015A1
		1666			1015BX
		1666A			1083 X
		1337B			1083AX
		1663			1084
		1664			1117
		1338			44 M
		1536			92 M
		1640			93 M
		1641			93XM
		1642			94AM
		1643			94BM
		1643 X			94CM
		1645			95 M
		1646			95 M
		1647			96 M
		1648			96 M
		1668			97 M
	LEFTHAND DRAW	1000			98 M
		1057B			98XM
		1060B			99M
					99XM
	LITTLE BEAR CREEK	1866			100 M
		1867			102AM
					103 M
	LOGAN WASH	1027A			103XM
		1115X			104 M
		1115AX			104XM
		1070B			105 M
	LONG VALLEY				106 M
	MOQUI	1887			106AM
		1683			106B
		1883			106C
		916			108 M
		922			108AM
		979A			108BM
		979D			109 M
		1205			
		863B		OLD MAN MOUNTAIN	1166
		910A			1166A
		916X			1166B
		948			1166C
		979A1			1166D
		1239A			1166E
		1757A			1166F
		1819A			1166G
					1166H
	MUD CREEK	1781			1166I
					1166J
	NIBLICK	1143			1166K
		1334			1166L
		1340			1490
		1841			1490A
		1884			1490B
		82 M			

SCHEDULE 4(b)

STATE	AREA	MFSCO COMPANY LEASE NO.	STATE	AREA	MFSCO COMPANY LEASE NO.
COLORADO	OLD MAN MOUNTAIN	1490C 1490D 1490E 1490F 1490G 1490H 1490I 1490J	COLORADO	RISLEY CANYON	1263 1264 1265 1266 1267 1268 1269 1270 1270A 1271 1271A 1274 1276 1276A 1282 1471 1834
	PARADOX BASIN	1388X 1412BX 1413 1429CX 1435 1458 1834 X 1252A		ROAN CREEK	1018A 1040 1042A 1050A 1070A
	PICKETWIRE VALLEY	1492 1493 1494 1496 1496 1497 1498		ROSS RIDGE	1057A 1060A 2006 2008 2010
	PIUTE KNOLL	1171 1172 1174 1178A 1185 1189 1190 1191 1191A 1192B 1192C 1193 1194A 1197 1197A 1197B 1197C 1197D 1204E 1204F 1485 1516 1173 1175 1177 1177A 1177B 1177C 1186 1188		RUIN CANYON	1331B
				RUSH CREEK	1865
				SAND CANYON DEEP	1433 1442 1465 1465B 1474 1474B 1474C 1476A
				SAND GULCH	1122 1123
				SANDSTONE	1400B1 1400C1 1400IX 1402C 1252B
				SEWEMUP	1943
				SHELL CREEK	1327 1098 1149 1156
				SMOKEY CREEK	1840
				SPRINGFIELD	1786 1787 1788 1824 1831 1832
				STORY GULCH	972
				SUGAR LOAF	1160 1168 1694 1701 1814 1821 1937 1956 1956A 1956B
	POWDER WASH	30C 994 30D 681			
	RABBIT MOUNTAIN	1803 1952			
	RANGELY	1520			
	RISLEY CANYON	1228 1250 1260 1260A 1261 1261A 1262 1262A			

SCHEDULE 4(b)

STATE	AREA	MFSCO COMPANY LEASE NO.	STATE	AREA	MFSCO COMPANY LEASE NO.
COLORADO	SUGAR LOAF	1958C 1958D 1958E 1958F 1958G	COLORADO	WOODS	1254B 1283 1284 1285 1285A 1287 1287A 1380 1384 1386 1388 1388B 1388C 1393A 1393B 1411X 1411XX 1412 1412B 1414 1418 1425 1426 1427 1428 1429 1429B 1429C 1439 1440 1440B 1454 1456 1459 1460 1474A 1479 1810 1813 1836 1836A 1836B
	TEPEE	1682			
	THOMPSON ARROYO	1328 1329 1337 X 1337AX 1499 1500 1336 1337 1337A 1503 1662		WAGON TRACK	1008B 1008BX 1026B 1050B 1113 X 1113AX
				WALSH	1807 1807A 1807B 1809
				WEDDING BELL	1179 1106 1107 1723
				WHITE RIVER	554 12 M
				WILLOW	1176 1193A
				WINTER FLATS	1028 1030 1044 1049 1053 1053A 1054 1054 I 1054A 1054A1 1055 1055A 1056 1056 I 1056A 1057 1059 1059 1059 X 1059 I 1059A 1059A1 1060 1063 1071 1075
	WOODS	1377 1811 1242 1244 1244A 1245 1248A 1252A 1254A			
				YAMPA	1839 1853 1853A 1864 1856 1857 1857A 1857B 1857C 1857D 1857E 1857F 1868
				YELLOW JACKET	1367B 1400 1400B 1400C 83 M 84M 85AM 1232 1233 1233 X 1235 1235A 1236A 1249 1252 1253A 1253B 1254C 1257 1258

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 1464 1475 1486A 1479A 1810 X 1811 X 1812	UTAH	BLACK CANYON	9872C 9872D 11490 12566 9294 9858 BRIGHAM CITY 11616 11636 11637 11638 11639 11640 11641 11642 11643 11644 11645 11646 11647 11662 11663 11663A 11664 13733 13733 X 13734 13734 14233 14234 11637A 11638A 11639A 11641A 11642A 11643A 11644A 11646A 11647A BUG 11010 11211A 11263A 11269A 11406B4 12101 12717 X 13166 13265 13574 13575 BRYCE CANYON 12726 BRIDGER LAKE DEEP 127 M BULL CANYON 9643 9683 9791 9792 12696 CANYON JUNCTION 11227 11228A 11234 11260A 11794 CANYON POINT 11181 11198 11200 11201 11203 11228 11229 11249
UTAH	ANETH	13155			
	ANTELOPE MOUNTAIN	12424 13000 X 12424 X 13000			
	ARGYLE	9923 9924 9925 9926 9927 9928 9929 9930 9931 9932 11293 11293A 11293B 11293C 11293D 11293E 11295 11297 11299 11990 12109 135 M			
	ARTS PASTURE	11577 11609 X			
	AURORA	144 M 321 M			
	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 11254A 11255 11259 11260 11367	UTAH	COALVILLE	10456 10457 10835 10926 10975 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
	CASTLE DALE	9987 9938 10230 12063			
	CEDAR CITY	11931 12068			
	CENTER CREEK	12547 X 12550 X 12554 12562 X 12563 X 12563A X 12563B 12707 12714 12715			
	CHALK CREEK	4201 4201A 6156 6156A 6156C 6156D 6156E 6156F 11989D			
	CLAY BASIN	11999 1362 7838 8140A 8594 8734 9007 9391 12569			
	COALVILLE	10427 10428 10429 10430 10430A 10431 10432 10433 10433A 10433B 10433C 10434 10435 10435A 10435B 10435C 10435D 10435E 10435F 10435G 10435H 10435I 10435J 10436 10437 10438 10439 10440 10448 10449 10450			
				CLIFF	13182
				CO-OP CREEK	13264
				COOPER GULCH	12549
				COW HOLLOW	9933 9933A
				COYOTE CREEK	12651
				CURRENT CREEK	107 M
				DIXIE	10618
				DOVE CREEK	11010 1 11134 11166 11166B 11167 11167A 11167B 11167C 11167D 11167E 11167F 11168 11408B2 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	10414		LEFT FORK	12744 12798 12861 12863 12865 12868 12992 13001 13002 13003 13139 13140 13141 13144 12798 X
	GRAY WOLF MOUNTAIN	9503 9504 9505 9507 9625 9626		LOCKERBY	10976 10997 11011 11011A 11011B 11011C 11011D 11406B1 11486 11486A 11486B 11486C 11488
	GUNNISON	14016 14017 13594 13597 13598 13599 13601 14022		LONG CANYON	13218
	HAYSTACK MOUNTAIN	11742 12649		MOAB	11537 11591 11592 11595 11596 11610 11634 11822 11537 X 11597 11598 11822 X
	HORN	12623 12906		MONTY	11264 11993
	HORSEHEAD CANYON	11016A 11041 11130 11131 11132 11146 11282 11285 11304D 11752 11791 11902 12292 12708 12709 12710 12711 12712 12713 12716 12717 12717A 12718 12718A 12718B 12718C 12718D 12719 12719A 12719B		MONUMENT CANYON	11010 2 11406B3
	HUNTINGTON ISLAND	1727 3655 3655 I		OLD SQUAWS CROSSING	71 M
				PANGUITCH LAKE	10618 X
				PARADOX BASIN	11228B 11387 11432

SCHEDULE 4(b)

STATE	AREA	MFSCO COMPANY LEASE NO.	STATE	AREA	MFSCO COMPANY LEASE NO.
UTAH	PARADOX BASIN	11464	UTAH	RACETRACK CREEK	12993 12994 12995 13259 13260 13261 13262 13263
	PIUTE KNOLL	9121H 9127C 9127D 9127E 9127F 9127G 9127H 9973 10704 10734 10949 10955 10999 11000 11002 11003 11004 11005 11006 11010 3 11010 A 11010 B 11010 C 11010 D 11012 11012 A 11012 B 11012 C 11012 D 11015 11013A 11013B 11013C 11013D 11013E 11013F 11013G 11013H 11040 11068 11068A 11068B 11068C 11095 11122 11406B 11408 11408A 11483 11487 11856		RAT HOLE	10420 11162 11162A 11162B 11273 11273A 11338 11347 11004 11539 11733 12067
				RIVER BEND	27 M 29AM 31 M 32 M 32AM 34 M 35AM 52 M 53 M 56 M 58 M 59 M 66 M 75 M 76 M 96 M 97 M 100 M 101 M 3588 3590 3601 3604 3609 3586 35861 3602 A 3602 A1 3603 3603 I 7696 3601 I
	PICKETT CORRAL CANYON	11211 11218 11220 11220A 11263 11268 11269 11984 12023 12023A 12023AX 12755		ROOSEVELT SALINA	332 M 321XM 322M 327XM 328XM 329XM 330 M
	POCKET	9936		SAWMILL CREEK	12350 12354 12356 12359 12362 12364 12442 12444 12650 12653 12632 12793 12794 12796 12796
	PORCUPINE RIDGE	10919 10736 10927			
	PATTERSON	11195			
	RACETRACK CREEK	12525 12539			

SCHEDULE 4(b)

STATE	AREA	MFSCO COMPANY LEASE NO.	STATE	AREA	MFSCO COMPANY LEASE NO.
UTAH	SAWMILL CREEK	12797 12836 12837 12852 12916 12996 12997 12998 13045 13052 12357 12298 12425 12427 12428 12429 12430 12431 12852 X 12998 X 13045 X 12293 12354 X 12355 12837 X 13303	UTAH	VEGA	11964 11964A 11964B 11965 11994 11996 11997 11998 12057 12214 12567 12568 12826 13042 13043
				WESTWATER	10405
			WYOMING	AFTON	4177 4180 4182 4183 4185 4186 4188 4189 4199A 4199B 4199C 4202 4204 4206 4208 4210 4211 4215 4367 4368 4377
	SIGURD	326 M 327 M 328 M 329 M		ALKALI FLAT	3123 3664
	SHURTZ CREEK	11929 11931A		BEAR GULCH	4514
	SIXTH WATER CREEK	12697 12698		BONNIDEE	3390 3392 3493A 3493B
	SQUAW	11227A 11254B 11259A 12068		BONDURANT (Sublette)	3305 3404 3679
	TEPEE	11042		BONDURANT (Teton)	3306 3493C 4557 4579
	TRAPP SPRINGS	11795		BRADY	683 704 2983 4450
	UTAH VALLEY	12592 12593 12595 12596		BROOKS RANCH	4157 4353 4403 4420
	VEGA	11821 11933 11934 11951 11952 11953 11953A 11953B 11954 11955 11956 11956A 11956B 11956C 11956D 11956E 11957 11958 11958A 11959 11960 11960A 11960B 11961 11962 11963 11963A		BUTCHER KNIFE SPRING (Sweetwater)	2876 X
				BUTCHER KNIFE SPRING (Uinta)	2014 2782 2833

SCHEDULE 4(b)

STATE	AREA	MFSCO COMPANY LEASE NO.	STATE	AREA	MFSCO COMPANY LEASE NO.
WYOMING	BUTCHER KNIFE SPRING (Uinta)	2849 2851 2897 2868 2869 2870 2873A 2874B 2876 2877A 2878 2879 2880A 2881 2882A 2884 2912 2948 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 3682A 3682B 3682C 3682D 3682E 3682F 3682G 3682H 3682I		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 3599
	CEDAR RIDGE	3123A 3183 3664A 3864		GRAHAM	3781 3838 3932
	CHEROKEE TRAIL	3011 3316 3769 3839 4175 227		GRAPHITE	851AX 851B 851BX 867
	CLAY BASIN	423		GRAVEL	3350 3361A 3566
	CODY	3721		HADSALL SPRINGS	3362 3362A
	COMO LAKE	3289		HANK HOLLOW	4372
	CORRAL CREEK	3710 4158 4165		HENRY	2869A 2873 2874 2874A 2877 2880 2882 3213
	CYCLONE RIM	106XM 108XM			
	DEAD HORSE	3039			
	DESERT SPRINGS	3816			
	DEVILS HOLE	3870 3871 3920			

SCHEDULE 4(b)

STATE	AREA	MPSCO COMPANY LEASE NO.	STATE	AREA	MPSCO COMPANY LEASE NO.
WYOMING	HENRY	3218 3219 3221 3223 3231 4633 4645 4658	WYOMING	LITTLE SHOE CREEK	3301
				LITTLE WORM CREEK	100B 100B1
	HIWATHA DEEP	12M 482 X 3131 X 4481 X		LONG HOLLOW	4494
				LOST CREEK	99 M
	HICKEY MOUNTAIN	4633A		MESA, THE (Pinedale)	1884 1886 1887 1888 1889 1891 1892 1893 1894 1895 1896 1897
	KINNEY	3113A 3201A 3278 294C 297A 297B 945 945A 945B 945C1 946C 947A 947E 947F 3113 3139 3149 3150 3154 3155 3157 3167 3177 3185 3201 3203 3239 3249 3268 3282 3309 3336 4583		MICKELSON	3079
				MIDDLE BAXTER	232B 249 797B 19 M 80AM
				MOSLANDER RESERVOIR	3236 3271 3279
				MOXA ARCH (Sweetwater)	4442
				MOXA ARCH (Uinta)	4474 4475 4482 4622 4721
				NEEDLE	3317
				NORTH BAGGS	3554 3585 3704 3798 4427
	JOHNSON RIDGE	3091 3148 3159 3251 3254 3389		NORTH BAXTER	1AX 1BX 252A 4554A 4554B 4554C
	KENT RANCH	3919		PEARL	3130
	LAKE BARSTOW	4373 4374		PICKET LAKE	112 M
	LEROY	2865 2887 2890 2947 2958 2962 2973 3007 4426 87 M		OVERLAND	3318 3705
				PINE CREEK	3795
	LEROY DEEP	3012 3259 3419		PINEDALE	1885 1886A 1890 1897A 3291
	LITTLE SHOE CREEK	3021 3261			

SCHEDULE 4(b)

STATE	AREA	MPSCO COMPANY LEASE NO.	STATE	AREA	MPSCO COMPANY LEASE NO.
WYOMING	PINE TREE	3089	WYOMING	SPEARHEAD RANCH	3094A 3122 3132 3206 3234 3234 1 3234 2 3242 X 3302 3334 3335 3715 3827 3828 2675 1 3085B1 3087 3088 1 3093 1 3093B1 31221 3132 1 3132 1 3132 2 3137 3206 1 3234 X 3242 3243 3302 X 3715 1 3716 3827 X 3827 1 3828 1 3828X1 3861
	PONY CREEK	3918 4473 4548			3130 X
	RADERVILLE SOUTH	4472 4490		STEINLE RANCH	4406
	RATTLESNAKE HILLS	3052 3237 3840		SUBLETTE CREEK	104AM 105 M 105AM 105XM 106 M 108 M
	RED DESERT	3595 3598		SUN (Fremont)	4140 4143 4223 4226 4241 4244 4252 4252A 4252B 4253 4261 4267 4270 X 4270AX 4270B 4276A 4276B 4276C 4276D 4276F 4279 4291 4303 4310A 4310B
	RED HILLS	4388 4404 4419 4425		SUN (Sweetwater)	103 M
	RIFES RIM	3029A 3307		WYOMING SOUTHEAST	
	ROBIN	3341			
	SALT WELLS WEST	3191			
	SANDSTONE RIDGE	3184			
	SCHEGGS DRAW	3013 3029 3194 3194A 3196			
	SCOTTY LAKE	104 M			
	SEVEN MILE GULCH	4173			
	SHEEP CREEK	3707 3708 3709 3711			
	SHUTE CREEK	3369 3792			
	SIERRA MADRE	3054			
	SIXMILE SPRING	3304			
	SLATE CREEK	3361			
	SNAG CREEK	3678 3680			
	SOUTH BAXTER	16B 38B 39B 92C 292 336C 579 2101 5235			
	SPEARHEAD RANCH	2675 3082 3083 3084 3084A 3085 3085A 3085B 3088 3093 3093A 3093B 3094			

SCHEDULE 4(b)

STATE	AREA	MESCO COMPANY LEASE NO.	STATE	AREA	MESCO COMPANY LEASE NO.
WYOMING	WYOMING SOUTHEAST	4310C 4323 X 4323AX	WYOMING	WYOMING SOUTHEAST (Laramie)	4280A 4281 4283 4284 4289 4290 4290A 4292 4293 4293A 4296 4297 4299 4299A 4300 4301 4302 4302A 4304 4307 4309 4312 4313 4314 4315 4315A 4317 4318 4322 4323 4323A 4324 4325 4326 4327 4328 4330 4331 4332 4333 4334 4335 4338 4338A 4339A 4341 4341A 4685 4687 4688 4689 4699 4700 4700A 4701 4701A 4702 4730 4731 4732 4733 4733A
	WYOMING SOUTHEAST (Goshen)	4329 4336 4479 4630 4661			
	WYOMING SOUTHEAST (Laramie)	3992 3993 3994 4136 4141 4142 4144 4317 4218 4218A 4218B 4220 4221 4221A 4221B 4221C 4221D 4221E 4221F 4221G 4222 4222A 4226X 4227 4227A 4227B 4232 4234 4235 4236 4239 4239A 4239B 4239C 4239E 4240 4245 4246 4246A 4251 4251A 4255 4258 4258A 4260 4270 4270A 4270C 4271 4271A 4281B 4271C 4271D 4272 4272A 4272B 4272C 4273 4273A 4278		WYOMING SOUTHEAST (Platte)	4139
				TARTER'S ISLAND	1241 1241A
				THOMAS CANYON	3315
				TIERNEY	118 M 120 M 121 M 122 M 2795

SCHEDULE 4(b)

STATE	AREA	MESCO COMPANY LEASE NO.	STATE	AREA	MESCO COMPANY LEASE NO.
WYOMING	TIERNEY	2841 2842 2843 2844 2845	IDAHO	MEDICINE LODGE	142 143 144 145 146
	WILDHORSE	3665		ONYX	118 119 120 121
	WHISKEY BUTTES	2623 3893 3894 3895 3896 3897 3898 3899 3900 3901 3902 3903 3905 3906 3907 3908 3909 3910 3911 3912 3913 3914 3915 3916		PEBBLE (Bannock)	116 117
				PEBBLE (Caribou)	129
			MONTANA	BLACK COULEE WEST	42 1 M
				BLACKLEAF	38A 38 76
				BLACKLEAF COULEE WEST	579
				CHIPPEWA CREEK	584
				CLARK FORK	35 40 74 75 536 538 538A 539 545
				CROOKED CREEK	413 415
				CROW CREEK	489
				CURTWRIGHT COULEE	470 471 472 473 474 476 477 478 479 480 481
				DISTURBED BELT (Lewis and Clark)	71 X 509 510 511 512 513 514 515 516 517 518 519 519A 519B 519C 519D 519E 519F 520 521 521A 522
IDAHO	YELLOW CREEK	3315 X			
	AFTON	133			
	ANT CANYON (Caribou)	128 134 135			
	ANT CANYON (Franklin)	122 123 124 125 126 127			
	CHESTERFIELD	130 131			
	DINGLE SWAMP	137			
	HORSESHOE	160			
	GARNS MOUNTAIN	156 157 158 159 160A 161 162 163			
	KILGORE	147 148 149 150 151 152 153 154 155			
	MEDICINE LODGE	138 138A 139 140 141			

SCHEDULE 4(b)

STATE	AREA	MFSCO COMPANY LEASE NO.	STATE	AREA	MFSCO COMPANY LEASE NO.
MONTANA	DISTURBED BELT (Lewis and Clark)	522A 523 524 526 527 528 529 530 531 532 543 544 548 548A 549 549A 549B 550 550A 550B 551 551A 577	MONTANA	HEALEY COULEE (Pondera)	400 401 434
				HEALEY COULEE (Teton)	387 391 392 X 398
				HEALEY COULEE (Toole)	388 389 390 393 393 X 395 409 431 432 443 3 M 18 M
	DISTURBED BELT (Teton)	36B 37 39 40A 41 71 72 73 74A 75A 76A 534 535A 537 537A 539 X 545 X		KEVIN-SUNBURST NW	77 350 351 352 353 354 355 356 383 416 417 435
				LEDGER (Pondera)	81 345 347
	DUNKIRK NORTH	7 M 8 M 8AM 8BM 9 M 9AM 9BM 9CM 9DM 9EM 9FM 9GM 9HM 9IM 9JM 11M		LEDGER (Toole)	81 X 346
				LITTLE DRY CREEK	418
				LITTLE SHEEP CREEK	557
				LITTLE WARM SPRINGS	585
	EKALAKA NORTH	462		MILK RIVER (Blaine)	96 109 163 194 381 382 382A 625 626 626A 626B 626C 626D 627 628 629
	HAY CREEK	469			
	HEALEY COULEE (Chouteau)	402			
	HEALEY COULEE (Liberty)	403 404			
	HEALEY COULEE (Pondera)	384 385 386 392 396 399		MILK RIVER (Hill)	86 174 210 210A 240C 248 248A 248B

SCHEDULE 4(b)

STATE	AREA	MFSCO COMPANY LEASE NO.	STATE	AREA	MFSCO COMPANY LEASE NO.
MONTANA	MILK RIVER (Hill)	248BX 248B1 252 252 X 252A 253 253A 253AX 253B 253BX 253C 253D 253F 254 254 X 2541X 256 257 258 259 259B 260 260 X 261 262 262A 263 263 X 263A 264 264 X 264A 268 268 X 271 272 273 273A 273B 273C 274 291 293 295 296 296 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 366 368 369 370 371 372 373 376 377 461 582 613 613 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	168
		139			172
		140			178
		141			179
		143			180
		144			181
		145 X			182
	DIAMOND VALLEY	292			184
	FALLON EAST	125			209
		128			210
		129			211
		136			238
					240
	HUMBOLT EAST	146		LONE ROCK	142
		147			145
	INDIAN LAKES	132			157
		133		LONG VALLEY	228
	JIGGS	162			231
		163		LUND	224
		164		RUBY VALLEY	230
		165A		WHITE FLATS	228
		166A			227
		167A			
		168A			
		170	NEW	ALEMITA	
		171	MEXICO	(Sandoval)	268
		173			279
		174		ALEMITA (San	
		175		Juan)	255
		176		APACHE SPRINGS	51
		177			445
		178A		ARMUO	
		180A		RESERVOIR	76
		181A		BELL LAKE	62
		182A		BISTI	91
		183			151
		184A			183
		185			266
		186			267
		187			284
		188			304
		189			344
		190			346
		191			379
		192			402
		193			403
		194			404
		195			405
		196			406
		197			412
		198			415
		199			417
		200			418
		201			419
		202			420
		203			421
		204			422
		205			423
		206			424
		207			426
		208			427
		209A			428
		210A			429
		211A			430
		218			431
		219			432
		234			433
		235			434
		236			435
		237			
		239			
		165			
		166			
		167			

SCHEDULE 4(b)

STATE	AREA	MFSCO COMPANY LEASE NO.	STATE	AREA	MFSCO COMPANY LEASE NO.
NEVADA	WHITE FLATS	226	NEW	FRUITLAND	493
		227	MEXICO		494
NEW	BITTER LAKE	72			497
MEXICO		10 M			498
		16 M			516
	BLANCO	19			517
	BLUITT (Lea)	156		GAVILAN	39
	BLUITT (Roosevelt)	48		HAGERMAN	8 M
	BONITO	344 X		HONCHO	365
		383			366
		401			367
		437			368
		438			369
		439			370
	CARLSBAD	46		HOPE	5 M
	CHACO CANYON	237			18 M
		278			7 M
		344XX			17 M
		345		HOSPAH	78
		347			99
		364			164
	CHIKUITO	111			285
		140			291
		211		HUAPACHE	138
		282		LAKE ARTHUR	491
		298		LINDA	24 M
	CHROMO	210			31 M
	COAL CREEK	463		LINDRITH	183
		464			269
		509			449
	COMANCHE	40			450
		333			451
		465			452
	DANIEL WASH	189			453
		253			454
		283			455
		305			456
		348			457
	DE-NA-ZIN	84			480
		97			32
		165			221
		169			476
		213		LOCKNEY	217
		258		LOS PINOS	92
		488		MARCELINA	507
		492		MATADOR	73
	DULCE	240			145
	ESCRITO (Rio				332
	Arriba)	178			74
		375			496
	ESCRITO (Sandoval)	186		MEDIA	53
		341			56
	ESCRITO (San Juan)	150			57
	FRUITLAND	168			58
		170			100
		185			104
		303			105
		380			106
		472			107
		473			118
		474			120
		475			121
		477			122
		478			123
					137
					154
					160

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	77 100 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			

SUMMARY

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

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

Area	State	Mountain Fuel Lease No.	Area	State	Mountain Fuel Lease No.
Basin Creek	Colorado	C-136 C-138	Big Lake	Montana	M-66 M-67 M-68 M-75 M-75-A M-76 M-77
Buck Peak	Colorado	C-144 C-148 C-148-A C-150 C-151 C-152 C-153 C-153-A C-154-C C-156 C-156-A C-156-B C-156-C C-156-D C-156-E	Coon Creek	Montana	M-4 M-15
			Disturbed Belt	Montana	M-22 M-29 M-30 M-31 M-11 M-12 M-13 M-14
Bull Canyon	Colorado	C-146	Dunkirk, North	Montana	M-64 M-64-A M-64-B M-63
Campo	Colorado	C-133 C-137	Froid, South	Montana	M-62
Castle Creek	Colorado	C-173	Kevin Sunburst, East	Montana	M-69 M-70 M-71 M-72
Derby	Colorado	C-173			
Eagle Basin	Colorado	C-176	Little Porcupine	Montana	M-26 M-27 M-28 M-28-A M-28-B M-28-C M-28-D M-28-E M-28-F M-28-G M-28-H
Horse Creek	Colorado	C-102 C-106 C-107 C-112 C-113 C-121 C-122 C-124 C-103 C-104 C-105 C-108 C-109 C-110 C-111 C-112-X C-114 C-115 C-116 C-117 C-118 C-119 C-120 C-121-X C-123	O'Fallon Creek, East	Montana	M-21
			Pennel Creek	Montana	M-5 M-6 M-7 M-10
			Riley School	Montana	M-8 M-9 M-19 M-20 M-43 M-43-A M-43-B M-44 M-44-A
Niblick	Colorado	C-145			
Spronks	Colorado	C-149 C-149-A			
Yampa	Colorado	C-147 C-155 C-155-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-45A	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
			Alemite	New Mexico	NM-3 NM-8 NM-19
			Bisti	New Mexico	NM-4
			Chaco Canyon	New Mexico	NM-22
			Daniel Wash	New Mexico	NM-9 NM-11 NM-12 NM-13 NM-24
			De-Na-Zin	New Mexico	NM-5 NM-7 NM-14 NM-15 NM-16 NM-17 NM-20 NM-25 NM-27
			Fruitland	New Mexico	NM-10
			Media	New Mexico	NM-21
			Palo Duro	New Mexico	NM-18 NM-1 NM-23
			Puerto Chiquito	New Mexico	NM-6
			Alkali Canyon	Utah	U-61 U-62
			Arts Pasture	Utah	U-60
			Bryce Canyon	Utah	U-68
Wrangle Creek	Montana	M-60 M-61	Bug (Pre-May 10, 1979)	Utah	U-65 U-67
Duckwater	Nevada	N-131 N-132 N-133 N-134 N-135 N-136 N-137 N-138 N-139 N-140 N-141 N-142 N-143 N-144 N-145	Bug (Post-May 10, 1979)	Utah	U-81 U-84 U-84-A U-84-B U-84-C U-84-D U-84-E U-84-F U-87 U-92 U-117 U-117-A

SCHEDULE

Area	State	Mountain Fuel Lease No.
Bug (Post-May 10, 1979)	Utah	U-117-B U-117-C U-117-D U-117-E (No Co. no. yet)
Bug (Farmin)	Utah	U-99 U-185 U-136 U-136-A U-136-B U-136-C U-136-D U-137 U-137-A U-137-B U-137-C U-138
Clark Canyon	Utah	U-74 U-74-A U-74-B U-75
Hatch	Utah	U-33 U-35 U-40
Klondike	Utah	U-63 U-64 U-67
Gold Bar	Utah	U-54 U-55 U-59
Mustang Flat	Utah	U-70 U-78
Patterson East	Utah	U-72
Spring Canyon	Utah	U-58
Squaw	Utah	U-52 U-66
Bear Gulch	Wyoming	W-177
East Hiawatha	Wyoming	W-260
Hadsall Springs	Wyoming	W-271
Hensley Draw	Wyoming	W-242
Pinedale	Wyoming	W-200

SCHEDULE 6

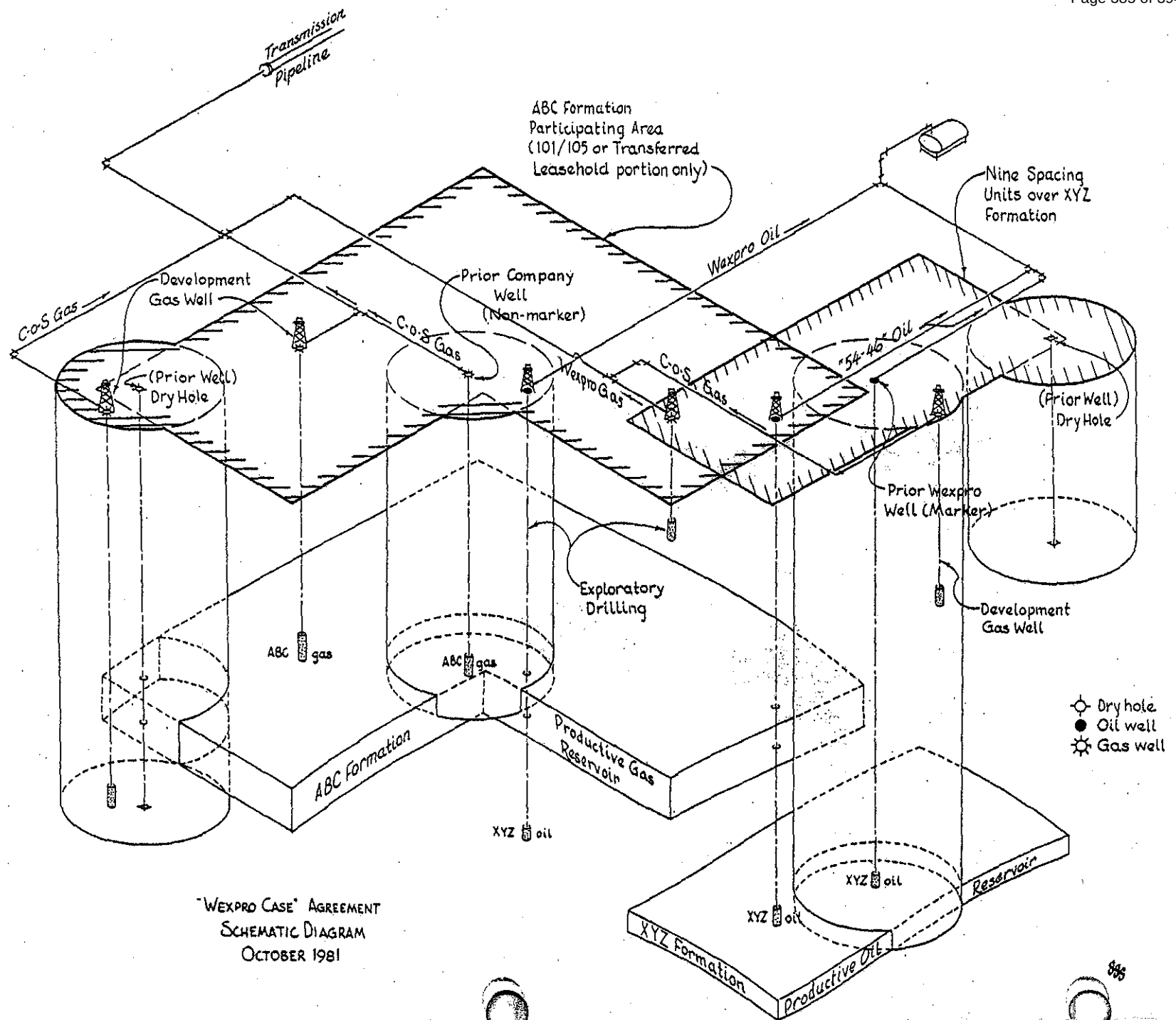
**Pre-1977 Non-Utility
Properties**

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

AREA	STATE	WEXPRO LEASE NO.	AREA	STATE	WEXPRO LEASE NO.
Hillight South Unit	Wyoming	W-49 W-50 W-51 W-52 W-53 W-54 W-55 W-56 W-57 W-58 W-59 W-59-A W-59-B W-60 W-61	Walker Creek	Wyoming	W-139-C W-139-D W-139-E W-139-F W-139-G W-139-H W-139-I W-139-J W-139-K W-139-L W-139-M W-139-N W-139-O W-139-P W-139-Q W-140 W-140-A W-140-E W-140-F W-140-G W-141 W-143 W-143-A W-144 W-144-A W-145 W-146 W-147
North Walker Creek	Wyoming	W-71 W-246 W-78 W-79 W-79-A W-79-B W-80			
Walker Creek	Wyoming	W-109 W-111 W-112 W-113 W-114 W-115 W-117 W-118 W-124 W-125 W-126 W-129 W-130 W-133 W-134 W-135 W-136 W-137 W-139 W-139-A W-139-B	Wright Area	Wyoming	W-50-A M1-3 W-148 W-150 W-154 W-155 W-156 W-58-X W-59-X W-59-A-X W-59-B-X W-158 M1-4 W-162 W-162-A W-164

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

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