

TRANSPORTATION POOLING AGREEMENT

THIS AGREEMENT ("Agreement") is made this _____ day of _____, by and between PUBLIC SERVICE COMPANY OF NORTH CAROLINA, INCORPORATED, a South Carolina corporation, hereinafter called "Company," with its main office at 800 Gaston Road, Gastonia, North Carolina 28056, and _____ (hereinafter "Pooler"), a _____ corporation, with its main office at _____.

WHEREAS, Company is willing to permit its Customers or their agents, which obtain transportation on a Pipeline or Renewable Gas from a supplier, to deliver Gas into Company's system for the purpose of enabling Customers to satisfy all of their Gas requirements through the use of transportation Services provided by Company; and

WHEREAS, Pooling will permit Customers or their agents to accumulate various privileges accorded individual Customers for the benefit of a group of Customers; and

WHEREAS, Pooling will benefit all of Company's Customers.

NOW, THEREFORE, for and in consideration of mutual covenants and promises contained herein, Company agrees to permit Pooling, and Pooler agrees to pool Gas supplies hereunder, in accordance with the following terms and conditions:

ARTICLE I **Definitions**

(a) For the purposes of this Agreement, the following definitions shall apply:

- (1) "Commodity Price" means the price at which Company sells Gas for shortage quantities or purchases Gas for excess quantities under Article VIII below to resolve monthly imbalances for a Pool. Each applicable Commodity Price is set forth in Article VIII.
- (2) "Customer" means any recipient of transportation Service provided by Company that procures its supply of Gas from a Pooler's Pool.
- (3) "Gas" means undiluted natural gas, or a substitute for natural gas, or any mixture of natural gas and a substitute for natural gas, as delivered by Company.
- (4) "Gas Day" means a period of twenty-four (24) consecutive hours as defined by NAESB.
- (5) "NAESB" means the North American Energy Standards Board, or its successor.
- (6) "Operational Order" means an order issued by Company when, in its sole discretion, Company anticipates that an imbalance between Gas quantities delivered by Pooler into a Pool and deliveries to Customers out of the Pool during a Gas Day may threaten the integrity of Company's system or operations or may impair service to firm customers.
- (7) "Over-Delivery" means an imbalance created when a Pooler's deliveries of Gas into its Pool exceed the quantities of Gas delivered by Pooler to Customers out of the Pool during a Gas Day.
- (8) "Pipeline" means any interstate pipeline, including Transco, which establishes a physical interconnection with Company's pipeline system.
- (9) "Pool" means an aggregation of Gas quantities for one or more Customers which Pooler establishes under this Agreement. Until another interstate pipeline establishes a physical interconnection with Company's pipeline system, the only Pool created under this Agreement will be a Transco Pool.
- (10) "Pooling" is a service provided by Company whereby a broker, marketer, producer, or any consumer of Gas qualifying for transportation Service under Company's Tariff, which obtains transportation on a Pipeline or Renewable Gas from a supplier and aggregates Gas supplies needed to satisfy the full requirements of one or more Customers of Company, and such Customer or Customers have assigned its rights to Pooler as agent, or such Customer is acting on its own behalf, for the purpose of delivering Gas to Company.

- (11) "Transco" means Transcontinental Gas Pipe Line Company, LLC, or its successor.
- (12) "Transportation Price" means the price for transportation associated with Company's sale of Gas for shortage quantities or purchase of Gas for excess quantities under Article VIII below to resolve monthly imbalances for a Pool. Each applicable Transportation Price is set forth in Article VIII.
- (13) "Under-Delivery" means an imbalance created when a Pooler's deliveries of Gas to Customers out of its Pool exceed the quantities of Gas delivered by Pooler into the Pool during a Gas Day.
- (b) Any capitalized terms used herein, which are not defined herein, shall have the meanings set forth in the Service Regulations.

ARTICLE II
Applicability

All persons and entities that obtain transportation on a Pipeline or Renewable Gas from a supplier for the purpose of delivering Gas to an interconnection with Company shall be required to execute a Transportation Pooling Agreement. Unless Company agrees otherwise, only a single pooler may sell Gas to a Customer Account in one calendar month.

ARTICLE III
Term

This Agreement shall commence on the first day of _____, 20____, and shall continue thereafter for twelve (12) calendar months; provided, however, that the term shall be extended from year to year thereafter, subject to cancellation by either party upon expiration of the primary term or any subsequent one (1) year period upon at least thirty (30) days written notice given prior to expiration of the primary term or prior to the expiration of any one year period occurring thereafter. Notwithstanding the foregoing, Company may cancel or discontinue service under this Agreement as provided in Articles VIII, IX, and X below.

ARTICLE IV
Transportation Nomination Procedures

- (a) For each month that this Agreement is in effect, Pooler must submit its nomination, for each month's transportation and on each applicable Pipeline, to Company using Company's electronic bulletin board or such other means authorized by Company no later than the NAESB deadline for the timely nomination cycle on the fourth (4th) business day prior to the beginning of each month.
- (b) Changes to nominations within the month must be submitted to Company using Company's electronic bulletin board or such other means authorized by Company no later than the NAESB deadline for the timely nomination cycle on the day prior to the day of Gas flow. Nominations should reflect anticipated demand of the Customers to be served by Pooler. Company will have no obligation to accommodate intraday nomination changes.

ARTICLE V
Pooling Procedures

- (a) For each month that this Agreement is in effect, Company will allow Pooler to create a Pool for each applicable Pipeline in which Pooler shall aggregate all Gas quantities delivered to Company by Pooler for delivery to Company's Customers or Pooler pursuant to Article IV above. Pooler agrees to make deliveries into its Pool at daily rates that are reasonably even and constant. Pooler may increase or decrease daily Gas deliveries to Company provided that any such change does not impair Company's operating ability, as determined by Company, in its sole discretion.
- (b) Notwithstanding the foregoing, Company may from time to time issue an Operational Order notifying Pooler to comply with any restrictions specified by Company in the Operational Order. Company will provide Pooler at least four (4) hours' advance notice of the effective time of any restrictions in an Operational Order. Pooler shall provide Company with the names, titles, telephone numbers, and email addresses of at least two (2) representatives authorized by Pooler to receive such notices and shall promptly notify Company of any changes to such information.
- (1) When an Operational Order specifies that a Pooler take appropriate actions for any Gas Day to prevent Under-Delivery, upon Pooler's failure to comply with the Operational Order, Pooler shall pay Company a penalty for each Dekatherm that Pooler's Under-Delivery is greater than the percentage tolerance

specified in the Operational Order of Pooler's approved nomination, such penalty equal to the higher of (i) \$50 per Dekatherm or (ii) three times the price published in S&P Global Platts Gas Daily in the table titled "Final Daily Price Survey - Platts Locations" for the "Transco, zone 5 del." location under the column labeled "Midpoint" for the flow date on which the Under-Delivery occurred. For days of consumption when S&P Global Platts Gas Daily is not published, the daily price published by S&P Global Platts Gas Daily on the nearest subsequent day shall be used.

- (2) When an Operational Order specifies that a Pooler take appropriate actions for any Gas Day to prevent Over-Delivery, upon Pooler's failure to comply with the Operational Order, Pooler shall pay Company a penalty for each Dekatherm that Pooler's Over-Delivery is greater than the percentage tolerance specified in the Operational Order of Pooler's approved nomination, such penalty equal to the higher of (i) \$50 per Dekatherm or (ii) three times the price published in S&P Global Platts Gas Daily in the table titled "Final Daily Price Survey - Platts Locations" for the "Transco, zone 5 del." location under the column labeled "Midpoint" for the flow date on which the Over-Delivery occurred. For days of consumption when S&P Global Platts Gas Daily is not published, the daily price published by S&P Global Platts Gas Daily on the nearest subsequent day shall be used.
- (3) For any Gas Day that Pooler is subject to an Operational Order penalty, Pooler may trade an Under-Delivery or Over-Delivery imbalance with any other pooler authorized to obtain Pooling from Company if the resulting trade will reduce the amount of Pooler's penalty. Any such imbalance trade must be made using Company's electronic bulletin board or such other means authorized by Company no later than the third (3rd) business day following the month in which the imbalance occurred. Adjustments to actual consumption or deliveries due to meter inaccuracy, billing error, or otherwise, after the trading period shall not adversely affect the imbalance position of either party to the trade.

ARTICLE VI **Gas Measurement**

The quantity and heating value of the Gas delivered by Pooler to Company shall be determined by the transporting Pipeline(s) in the manner provided in its (their) tariff(s) or, for Renewable Gas, by Company in the manner provided in the Service Regulations.

ARTICLE VII **Full Requirements Service**

For each month that this Agreement is in effect, Pooler agrees to satisfy the full requirements for Gas for each Customer Account on Pooler's designated list provided pursuant to Article IV for each such month. Pooler's ability to satisfy all such requirements for Gas in any month shall be determined by subtracting the Customers' actual consumption for the listed Customer Accounts in that month from the total actual deliveries received in that month on the Pooler's account. Any imbalance resulting from an adjustment to actual consumption or deliveries due to meter inaccuracy, billing error, or otherwise, after the month in which such Gas requirements were determined, shall be cashed out under the procedure provided in Article VIII with all adjusted quantities cashed out under either paragraph (b)(1) for shortage quantities or paragraph (c)(1) for excess quantities, as applicable.

ARTICLE VIII **Pool Balancing Procedures**

- (a) Pooler and any other pooler authorized to obtain Pooling from Company may trade monthly imbalances in Pools for the same Pipeline if the resulting trade will reduce the imbalance for each pooler. Imbalance trades must be made using Company's electronic bulletin board or such other means authorized by Company no later than the fifth (5th) business day following the month in which the imbalances occurred. If Pooler has an imbalance remaining in any Pool after the close of the trading period, such imbalance shall be cashed out for each Pool according to the procedures set forth below.
- (b) If Pooler's Pool has insufficient Gas available to satisfy the actual needs of the Customer Account(s) to be served from the Pool in any month, the cashout procedure shall be as follows:
 - (1) If such shortage is less than or equal to two percent (2%) of the Customers' actual usage, for each Dekatherm of such shortage, Company shall sell to Pooler Gas required to cover such shortage quantities at a rate equal to the applicable Commodity Price plus the applicable Transportation Price for the month in which such shortage occurred.
 - (2) If such shortage is greater than two percent (2%) of the Customers' actual usage, for each Dekatherm of

such shortage, Company shall sell to Pooler Gas required to cover such shortage quantities at a rate equal to the applicable Commodity Price for the month in which such shortage occurred, multiplied by the premium percentage shown below corresponding to the percentage of the shortage, plus the applicable Transportation Price.

| Shortage Percentage | Premium Percentage |
|--------------------------------------|--------------------|
| Over 2% & equal to or less than 5% | 110% |
| Over 5% & equal to or less than 10% | 120% |
| Over 10% & equal to or less than 15% | 130% |
| Over 15% | 150% |

(c) If Pooler's Pool has Gas in excess of the actual needs of the Customer Account(s) in any month, the cashout procedure shall be as follows:

- (1) If such excess is less than or equal to two percent (2%) of the Customers' actual usage, for each Dekatherm of such overage, Company shall purchase from Pooler such excess quantities of Gas at a rate equal to the applicable Commodity Price plus the applicable Transportation Price for the month in which the excess accumulated.
- (2) If such excess is greater than two percent of the Customers' actual usage, for each Dekatherm of such overage, Company shall purchase from Pooler such excess quantities of Gas at a rate equal to the applicable Commodity Price for the month in which the excess accumulated, multiplied by the discount percentage shown below corresponding to the percentage of the excess, plus the applicable Transportation Price.

| Excess Percentage | Discount Percentage |
|--------------------------------------|---------------------|
| Over 2% & equal to or less than 5% | 90% |
| Over 5% & equal to or less than 10% | 80% |
| Over 10% & equal to or less than 15% | 70% |
| Over 15% | 50% |

(d) If, for any month, the imbalance in Pooler's Pool exceeds twenty-five percent (25%), either positive or negative, Company shall have the right, in its sole discretion, to cancel this Agreement and to suspend the Pooler's right to establish a Pool for delivery to Customers that transport on Company's system for twelve (12) months.

(e) For the Transco Pool:

- (1) The applicable Commodity Price is the average of the daily prices published in S&P Global Platts Gas Daily in the table titled "Final Daily Price Survey - Platts Locations" for the "Transco, zone 4" location under the column labeled "Midpoint" for the month of the imbalance and the first three (3) days of the following month,
- (2) The applicable Transportation Price is the one hundred percent (100%) load factor rate under Transco's currently effective Rate Schedule FT for deliveries from Transco's Zone 4 to Zone 5, plus applicable fuel retention and all applicable surcharges.

ARTICLE IX

Creditworthiness

(a) Company shall not commence service to Pooler, and Company has the right to discontinue service upon five (5) days' written notice to Pooler, if Pooler fails to meet Company's creditworthiness criteria. Company shall apply consistent evaluative practices to determine the acceptability of Pooler's overall financial condition, working capital, and profitability trends.

(b) Acceptable creditworthiness is demonstrated by meeting the following criteria:

- (1) At Company's request, Pooler shall provide current financial statements, annual reports, 10-K reports or other filings with regulatory agencies which discuss the Pooler's financial status, a list of all corporate affiliates, parent companies and subsidiaries, and any reports from credit reporting and bond rating agencies which are available.
- (2) At Company's request, Pooler shall provide a bank reference and at least two trade references. Pooler authorizes Company to obtain a current credit report on Pooler to determine whether to extend credit and

releases generally all creditors to disclose otherwise confidential information. The results of reference checks and any credit reports submitted must show that Pooler's obligations are being paid on a prompt basis.

- (3) At Company's request, Pooler shall provide a guarantee by a person or another entity acceptable to Company that satisfies the credit appraisal, or a standby irrevocable letter of credit drawn upon a bank acceptable to Company.
- (4) Pooler must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws such as an assignment for the benefit of creditors, or any informal creditors' committee agreement.
- (5) Pooler shall not be subject to the uncertainty of pending liquidation or regulatory proceedings in state or federal courts or before other governmental or regulatory bodies having jurisdiction, which could cause a substantial deterioration in its financial condition, a condition of insolvency, or an impairment of Pooler's ability to exist as an ongoing business entity.
- (6) Pooler shall have no significant collection lawsuits or judgments outstanding that might affect Pooler's ability to remain solvent.
- (7) If any of the events or actions described in paragraphs 4, 5, and 6 above shall be initiated or imposed during the terms of service under this Agreement, Pooler shall provide notification thereof to Company within two (2) working days of any such initiated or imposed event or action.
- (8) If Pooler has an ongoing business relationship with Company, no delinquent balances shall be consistently outstanding for undisputed billings made previously by Company, and Pooler must have paid its account in the past according to the established terms and not made deductions or withheld payment for claims other than for disputed billings.

ARTICLE X **Billing and Payment**

- (a) No later than three (3) business days following Company's end-of-the-month meter reading date for the month of delivery, Company will provide Pooler with a statement detailing the total quantities delivered by Pooler into its Pool(s) for the preceding month as well as the total metered consumption in Dekatherms for each individual Company Customer Account served by Pooler. Pooler is responsible for billing each of Company's Customer(s) served from Pooler's Pool(s) for all Gas consumed by such Customers determined pursuant to Article VII above except for emergency or unauthorized quantities or other penalties assessed directly to a Customer by Company. Company shall continue to bill its applicable transportation and Facilities Charges directly to the Customer.
- (b) If the total quantities present in a Pool fail to cover the total accumulated usage for Company's Customer(s) served by the Pool in any month, Company shall bill Pooler for any shortage quantities pursuant to the procedures described in Article VIII above. Such statement shall be furnished to Pooler by Company no later than the fifth (5th) business day following Company's end-of-the-month meter reading date for the month of delivery and is due and payable within ten (10) days after the statement date. A bill shall be deemed delinquent when it remains unpaid after the due date set forth on the bill. If Pooler fails to remit the full amount when due, interest on the unpaid portion shall accrue at a rate of one percent (1%) per month. If a Pooler withholds any portion of any amount billed by Company as a disputed amount and any portion or all of the amount so withheld is determined to have been properly billed, then interest (as set forth above) shall accrue on the withheld amount that was properly billed from the date due until the date that Company receives it. Company may terminate this Agreement when any bill becomes delinquent.
- (c) If the total quantities present in a Pool exceed the total accumulated usage for the Customer(s) served from the Pool in any month, Company shall purchase such Gas pursuant to the procedures described in Article VIII above. Company shall furnish Pooler with a statement identifying the quantities purchased from Pooler no later than the fifth (5th) business day following Company's end-of-the-month meter reading date for the month of delivery and shall pay Pooler no later than ten (10) days after the statement date.

ARTICLE XI
Force Majeure

- (a) The term "Force Majeure," as used herein, and as applied to Company or Pooler, shall mean acts of law including governmental bodies acting pursuant to law, acts of God, strikes, lockouts or other disturbances, acts of a public enemy, war, blockades, insurrections, riots, epidemics, lightning, fires, floods, washouts, arrests, civil disturbances, explosions, breakage or accidents to machinery or lines of pipe, freezing of wells or pipelines, or any other cause, whether of the kind enumerated or otherwise, not reasonably within the control of the affected party. It is understood and agreed that the settlement of strikes or lockouts shall be entirely within the discretion of the party affected.
- (b) Such causes or contingencies affecting the performance of this Agreement by Company or the Pooler shall not relieve the affected party of liability unless such party shall give notice and full particulars of such cause or contingency in writing or by facsimile to the other party as soon as reasonably practical after the occurrence of the cause relied upon, nor shall such causes or contingencies affecting this Agreement by either party relieve it of liability in the event of its concurring negligence, nor shall such causes or contingencies affecting the performance of this Agreement relieve either party from its obligations to make payments of amounts due under the Agreement for Gas already allocated to the Customers served by Pooler.

ARTICLE XII
Miscellaneous

- (a) No modification of the terms and provisions of this Agreement shall be or become effective except by the execution of a written agreement or by modification of Company's Tariff.
- (b) No waiver by any party of any one or more defaults by any other party in the performance of any provisions of this Agreement shall operate or be construed as a waiver or any other default or defaults, whether of a like or of a different character.
- (c) Any company, which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of Company or of Pooler, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Agreement. Without relieving itself of its obligations under this Agreement, any party may assign any of its rights hereunder to a company 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, provided that such consent will not be unreasonably withheld.
- (d) Except as otherwise provided, any notice, request, demand, statement, or bill provided for in this Agreement, or any notice which any party may desire to give to the other, shall be in writing and shall be considered as duly delivered when received by the other party by mail or electronic communication, as the case may be, or at such address as either party shall designate by formal written notice, as follows:

Notices to Company:

Public Service Company of North Carolina,
Incorporated
Attention: Transportation & Administration
220 Operation Way MC 24X7 1A
Cayce, South Carolina 29033-3701
Telephone: (803) 217-5307
E-mail:
NCTransAdmin@dominionenergy.com

Payments to Company:

Public Service Company of North Carolina,
Incorporated Treasurer's Account
JPMorgan Chase Bank
New York, NY 10017
ABA No: *call to request*
Account. No: *call to request*

Notices to Pooler: (Enter Applicable Information)

Pooler Name

Address

City / State/ Zip Code

Telephone Number

E-mail Address

Payments to Pooler: (Enter Applicable Information)

Pooler Name

Pooler Bank Name

ABA Number

Account Number

- (e) The subject headings of the articles of this Agreement are inserted for the purpose of convenient reference and are not intended to be a part of the Agreement nor considered in any interpretation of the same.
- (f) The construction, interpretation, and performance of this Agreement shall be in accordance with the laws of the State of North Carolina, excluding any conflicts-of-law rule or principle which might refer the construction, interpretation, or performance of this Agreement to the law of another jurisdiction.
- (g) In the event of a conflict between the provisions of this Agreement and Company's Tariff, Company's Tariff shall control.
- (h) This Agreement supersedes all preexisting agreements for Pooling between Company and Pooler.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as indicated below.

COMPANY

By: _____
(Signature)

Name: _____
(Type or Print)

Title: _____

POOLER

By: _____
(Signature)

Name: _____
(Type or Print)

Title: _____