

RATE SCHEDULE PGAS  
PRODUCTION GATHERING AND AGGREGATION SERVICE

(N) APPLICABILITY

The rates in this schedule are available to customers receiving service under this Rate Schedule PGAS for the gathering and aggregation of gas at receipt points and redelivery of gas at delivery points ("Gathering Service") on the Company's Gathering System acquired by the Company from Dominion Gathering & Processing, Inc. ("DGP") as more fully described in Case No. 19-0549-G-PC. In the event of a conflict between the provisions in this Rate Schedule PGAS and other provisions in this Tariff, the provisions of this Rate Schedule PGAS shall govern with respect to service under this Rate Schedule PGAS.

A customer under this Rate Schedule PGAS shall enter into a service agreement with Company setting forth customer's maximum daily quantity ("MDQ"), Receipt Point(s) and Delivery Point(s) on the Gathering System and any other mutually agreed upon terms and conditions pertaining to service under this Rate Schedule PGAS.

TRANSITION AND EFFECTIVE DATE OF RATE SCHEDULE PGAS

The Company provides the following advance written notice to customers receiving service on the Gathering System under GAP Agreements (defined below) pursuant to Section 3.1 of those GAP Agreements of the termination of those GAP Agreements as below described.

The provisions and rates in this Rate Schedule PGAS shall apply to Gathering Service provided on the Gathering System effective as of the effective date of this Rate Schedule PGAS, and thereby terminate, cancel and supersede the Service Agreements (Gathering and Aggregation Service) ("GAP Agreements") for gathering and aggregation service on the Gathering System then continuing on a month-to-month basis effective as of the effective date of this Rate Schedule PGAS; provided, for any GAP Agreement(s) having a primary term that has not ended as of the effective date of this Rate Schedule PGAS, such GAP Agreement(s) and gathering and aggregation service on the Gathering System thereunder shall be provided by the Company pursuant to the terms of such GAP Agreement(s) until the end of its primary term at which time the provisions and rates in this Rate Schedule PGAS shall apply and such GAP Agreement(s) shall be terminated, cancelled and superseded at the end of its primary term.

RATES

The following rates or charges and Retention shall be assessed on all quantities received into the Gathering System from, on behalf of, or for the benefit of customer and receiving Gathering Service under this Rate Schedule PGAS ("Receipts"), unless otherwise agreed by the Company and customer in writing. The Gathering Rate applies to Gathering Service on both the dry or wet portions of the Gathering System. Gathering Service is also subject to the Retention for Fuel and LAUF as set forth below and in this Rate Schedule PGAS.

(N) Indicates new rates or regulations

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Issued by  
Jim Eck, Vice President & General Manager  
Issued by Order of the Public Service Commission of West Virginia in  
Case No. 20-0746-G-42T dated July 27, 2021

RATE SCHEDULE PGAS PRODUCTION GATHERING AND AGGREGATION SERVICE	
Gathering Rate	\$0.196 per dekatherm
(C,I) Retention for Fuel and Lost and Unaccounted for Gas, or LAUF	<p>Retention Factor (defined below) February 1, 2022: 11.22% per dekatherm, subject to adjustment from time to time as set forth herein. Company shall retain in kind from customer's Receipts a percentage of customer's Receipts at the Receipt Point(s) to reimburse the Company for Fuel and LAUF ("Retention Factor"). The Retention Factor and Retention Factor quantity shall be set forth on the customer's monthly statement and reflected as a deduction from Customer's Receipts.</p> <p>The Retention Factor shall be adjusted from time to time by the Company to reflect updated, actual and projected Retention, including to account for a true-up and recovery of any under recovered Retention or crediting of any over recovered Retention for a prior period; provided, the Retention Factor shall not be adjusted more often than once every six months. If the actual Receipts, Retention or Retention Factor is not known by the statement date, such quantities may be estimated and adjusted on following statements as soon thereafter as actual quantities are available.</p>
<p>Note: The above Gathering Rate includes \$0.002 in PREP rates and \$0.194 total base rates.</p> <p><u>OTHER CHARGES</u>                      Charges under this schedule are subject to the PREP rate as set forth on Original Sheet No. 65.</p> <p><u>SURCHARGES</u>                      Charges under this schedule are subject to a Local Tax Surcharge as set forth on Sheets No. 16 and 17.</p> <p><u>DELAYED PAYMENT CHARGE</u>                      A delayed payment charge of one percent (1%) will be added monthly to the net current amount unpaid. Such a charge shall be imposed if payment is not received by the Company on or before the latest payment date as shown on the bill. The delayed payment penalty is not interest and is to be collected only once for each bill where it is appropriate.</p> <p><u>GATHERING SERVICE TERMS AND CONDITIONS</u></p> <p>1. <u>Services</u>. Company will provide a Rate Schedule PGAS customer with the following services:</p> <p>(a) <u>Gathering Service</u>: For all gas received on the Gathering System, Company will accept at the Receipt Point(s) on the Gathering System all customer's Gas delivered at the Receipt Point(s) up to the customer's MDQ and will redeliver an equivalent Thermal Content of Gas received, less Retention, at the Delivery Point(s) on an Interruptible basis. The MDQ shall be equal to the estimated flowing supply approved by Company in accordance with Section 4.1 hereof, as adjusted from time to time.</p> <p>(C) Indicates change in text of regulations                      (I) Indicates an increase in rates</p>	

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- (N) (b) Aggregation Service. Company shall allow customer to aggregate natural gas supplies received at the various Receipts Points into a Pool in accordance with the terms of this Rate Schedule PGAS, including Sections 4 (Nominations and Scheduling) and 5 (Pooling and Gas Imbalances), so long as customer maintains at least 300 dekatherm (Dt, dt or dth) per Day of actual flowing supply in its Pool, excluding imbalance quantities. If customer fails to maintain this minimum quantity of at least 300 Dt per Day of actual flowing supply, Company may terminate service to customer, in its initial discretion, by means of thirty (30) day's prior written notice to customer.
2. Interruption of Services.
- (a) Company shall have the right to interrupt, or to discontinue, service in whole or in part on all or a portion of its Gathering System from time to time for reasons of Force Majeure as defined in Section 14, or when necessary, in Company's reasonable judgment, to meet its system operating requirements or other service obligations, and to perform repair and maintenance as necessary to maintain the operational capability on the Gathering System or to comply with applicable regulatory requirements. Company shall exercise due diligence to schedule repair and maintenance so as to minimize disruptions of service to customer and shall provide reasonable notice of the same to customer.
- (b) Company shall post any notices issued by Company via its electronic bulletin board ("EBB") to alleviate operational conditions on its Gathering System and/or to meet Company's reasonable service obligations that require action by the customer, including the elimination of Imbalances (as defined and provided in Section 5.1) wholly or partially. If customer fails to comply within the time stated in the notice, to the extent such stated time is commercially reasonable given the specific operational requirements of the request, or if no time period is stated in the notice, within a commercially reasonable period of time, Company may assess appropriate, usual and customary penalties (if posted in advance on the EBB) and/or in the event of intentional or repeated failures to timely comply with such notices, terminate service to customer, in its initial discretion, by means of written notice to customer.
3. Term. Unless otherwise agreed by the Company and customer in writing, Gathering Service shall be provided on a month-to-month basis.
4. Nominations and Scheduling.
- a. Estimated Flowing Supplies.
- (a) For each meter associated with a Receipt Point, Company shall provide customer with a production estimate, net of Retention, based on the latest available actual information at least seven (7) business days prior to the end of the Month immediately preceding the production Month.

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- (N) (b) Customer will provide electronically or via Company's EBB by no later than five (5) Business Days prior to the production Month, a complete list of meters associated with the Receipt Point(s) for the applicable production Month and the daily and Monthly Estimated Flowing Supply ("EFS"), net of Retention. Unless Company reasonably objects to the EFS, Company shall approve such EFS, including any requested changes, at least three (3) business days before the end of the Month preceding the production Month. If Company does not approve the EFS, Company and customer will negotiate in good faith in an effort to mutually agree as to the EFS by the last working date of the Month preceding the production Month. If the Parties otherwise fail to agree on the EFS for the Month, the Parties agree to use Company's most recent production estimate, net of Retention for customer's EFS for that Month.

4.2 Nomination Procedures.

- (a) No later than 1:00 P.M. CCT on the day prior to any Gas Day when customer desires Company to receive customer's Gas, customer shall submit a nomination to Company via its EBB, specifying the quantities of Gas to be received by Company at each Receipt Point(s) and delivered by Company to Delivery Point(s), and customer-defined begin dates and end dates for the nomination. Customer shall nominate from customer's Pool the EFS, less applicable Retention, as confirmed and agreed to by Company. Customer will also separately nominate, if applicable, to Company the Retention.

Company may, in its initial discretion, accept nominations at such later times as operating conditions permit and upon confirmation that corresponding upstream and downstream arrangements have been made in a manner satisfactory to Company. Company will first schedule nominations received in accordance with the timeline set forth above. Company will then determine if it will accept and schedule nominations received after the applicable deadline; provided however, any nominations received after the stated deadline may be reduced as necessary to match the corresponding downstream nominations at the Delivery Point(s).

- (b) All nominations shall include customer-defined begin dates and end dates. Specifically, customer may nominate for several Days, or an entire Month. All nominations shall be in uniform daily quantities. All nominations are considered original nominations, and must be replaced to be changed. When a nomination for a date range is received, each Day within that range is considered an original nomination. When a subsequent nomination is received for one or more Days within that range, the previous nomination is superseded by the subsequent nomination only to the extent of the Days specified. The Days of the previous nomination outside the range of the subsequent nomination are unaffected. Nominations have a prospective effect only.

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- (N) (c) Customer also will provide the following information as part of its nomination, if applicable:
- (i) The applicable transportation contract number to be used by customer for transportation on the Downstream Transporter, and the transportation quantities nominated by customer by transportation contract;
  - (ii) By the first Day of each Month in which Gas is to flow: (1) a supply priority list for the Monthly quantity for each Delivery Point, which shall specify which Receipt Points will be curtailed in the event that aggregate receipts into a Delivery Point exceed nominations during the Month; and (2) a reduction list for the Monthly quantity at each Delivery Point, which shall specify which shippers will not receive Gas in the event that aggregate nominations from a Delivery Point exceed associated supplies; and
  - (iii) Such other data as Company deems reasonably necessary, including updates to EFS, as specified on Company's EBB.
- (d) The procedures for, and confirmation of, nominations at all times is subject to the requirements of the Downstream Transporter. All nominations must be confirmed by the Downstream Transporter that will physically receive the Gas. Company and the Downstream Transporter, and not customer, will be responsible for confirmations. Company shall have no obligation to deliver customer's Gas to the Delivery Point(s) unless the Downstream Transporter at that point confirms that it will accept such Gas.
- (e) Company shall not be obligated to provide service on any Gas Day that customer does not nominate pursuant to the procedures herein. Any waiver by Company of any provision of this Section shall not constitute a waiver of Company's future rights.

4.3 Scheduling and Priority of Services.

- (a) Scheduling of receipts and deliveries of Gas between the Receipt Point(s) and Delivery Point(s) shall be in accordance with Company's nomination and scheduling procedures, as set forth in this Section 4, and with the nomination and scheduling procedures of the Downstream Transporter. Company shall be allowed to rely conclusively on the information submitted by customer as part of the nomination in confirming the nomination for scheduling and allocation.
- (b) Company shall schedule service when, and to the extent that, in Company's sole opinion, capacity is available in Company's existing facilities after taking into account all Gathering System operating requirements.
- (c) The maximum quantity of Gas that Company is obligated to receive at the Receipt Point(s) and deliver at the Delivery Point(s) during any given hour of any Day is one twenty-fourth (1/24) of customer's scheduled quantity at a flow rate consistent with customary natural gas industry practices. Any acceptable variation in the flow rate will be confirmed in writing via fax or email by Company, with an acknowledgment returned to Company by customer.

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(N) 4.4 Allocations, Curtailments and Interruptions of Services

- (a) Nominations Exceed Available Capacity. If nominations for deliveries to any Delivery Point exceed the available capacity to or at such Delivery Point, capacity to the Delivery Point shall be allocated based on the scheduling priority set forth in Section 4.3. Within the same priority of service, Company shall endeavor to reduce receipts based on the supply priority list provided pursuant to Section 4.2.c. above. Company may allocate its deliveries to a Delivery Point on a pro rata basis based on confirmed nominations if deemed appropriate to maintain the operational integrity of the Gathering System.
- (b) Receipts Exceed Delivery Nominations. In the event aggregate receipts exceed aggregate nominations to a Delivery Point at a level that impairs Company's ability to reliably meet its obligations or jeopardizes the operational integrity of its system, Company shall be entitled to interrupt or curtail service and to order customer to curtail supplies. To the extent operationally feasible, receipts shall be reduced in the reverse order of the scheduling priorities set forth in Section 4.3. Within the same priority of service, Company shall endeavor to curtail receipts to match nominations based on the supply priority list provided pursuant to Section 4.2.c.ii above. If customer does not curtail supplies as required by such order, Company shall also be authorized to physically shut in the meters based on the supply priority list. Notwithstanding any other provision herein, Company may allocate downstream pipeline receipts at Delivery Points with Downstream Transporters on a pro rata basis based on confirmed nominations if deemed appropriate to maintain the operational integrity of the Gathering System.
- (c) Delivery Nominations Exceed Receipts. In the event that aggregate nominations exceed aggregate receipts for deliveries to any Delivery Point that impairs Company's ability to reliably meet its obligations or jeopardizes the operational integrity of its system, Company may in its discretion (1) require customer either to increase receipts to match its nominations or to reduce its nominations to match supply and/or (2) reduce delivery nominations according to the reduction list provided by customer. To the extent operationally feasible, deliveries shall be reduced in the reverse order of the scheduling priorities set forth in Section 4.3. Within the same priority of service, Company shall endeavor to reduce supplies delivered to customers based on the reduction list provided pursuant to Section 4.2.c.ii above. Notwithstanding any other provision herein, Company may reduce deliveries on a pro rata basis based on confirmed nominations if deemed appropriate to maintain the operational integrity of the Gathering System.

4.5 Changes. Company may post changes to the nominations and scheduling timelines and procedures via its EBB.

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(N) 5. Pooling and Gas Imbalances

5.1 General. The aggregation of nominated quantities received from customer or for customer's account into the Pool is an aggregation of the receipts at the various Receipt Points for delivery to the Delivery Points, and not a balancing service. The quantity of Gas actually received each Day, net of Retention, at each Receipt Point will equal the scheduled quantities for that Receipt Point. As such, customer agrees that it will use its best efforts to ensure for each Day that actual physical receipts into the Pool will equal scheduled deliveries out of the Pool to the various Delivery Points. At times, the actual physical Gas received into the Pool for the Month may differ from the scheduled quantities out of the Pool for the Month, where the difference is called the "Imbalance." Under certain circumstances where customer delivers Gas from the Pool to a point on the Gathering System, any delivered Imbalances shall be calculated as part of customer's cumulative Imbalance hereunder.

5.2 Tolerance. Subject to the provisions herein, the cumulative Imbalance shall not exceed ten percent (10%) of the most recently reported "actual receipts, net of Retention" as provided by Company to customer. This provision does not grant customer any entitlement to maintain physical Imbalances on the Gathering System. Company may in its initial discretion change this tolerance level, by written notice to customer or via its EBB, at any time based upon the prevailing operating conditions at the time.

5.3 Confirmation Statements. On or about the twenty-fifth (25th) Day of the Month immediately preceding a production Month, Company will provide customer with Imbalance confirmation statements for the prior Month showing the actual receipts, net of Retentions, into the Pool ("Net Receipts"), actual deliveries out of the Pool, and any resulting Imbalance between Net Receipts and deliveries.

Notification of Imbalances shall be made by Company by email to customer's designee and posting the Imbalance via the EBB. Within ten (10) Days after Company posts on its EBB the notice of availability of the Imbalance confirmation statement, customer shall indicate acceptance by returning to Company a signed copy of such statement. If customer disputes the Imbalance confirmation, it shall provide Company with written notice detailing the basis for its disagreement within that same time period. Customer's failure to provide the signed confirmation statement, or notice of its disagreement, within ten Days after the EBB posting shall be deemed an acceptance of the Imbalance confirmation.

(a) Imbalance Resolution. Customer shall eliminate any Imbalance of the Net Receipts for a Month as promptly as possible but in no event later than the end of the next succeeding Month after notification of the Imbalance; provided however, Company may notify customer on those occasions when operating conditions prevent Imbalance paybacks. If so notified, Company and customer shall mutually agree to a payback schedule. Make-up quantities to correct Imbalances shall have the lowest priority of service on the Gathering System. Priority within this class shall be determined on a first-come, first-served basis. When necessary to operate the system, Company shall have the right and initial discretion to schedule make-up quantities at a higher priority, without liability to customer or any other entity. Notwithstanding the terms of Section 5.3(a), customer shall fully comply with any notices issued by Company via its EBB pursuant to Section 2.2(b).

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- (N) 5.4 Operational Requirements. If operating conditions require, Company, in its initial discretion, may immediately take whatever other steps are necessary in order to eliminate Imbalances as soon as possible, including but not limited to, restricting nominations and receipts, applying receipts into the Pool toward Imbalances, and restricting deliveries out of the Pool (that may be used to source customer's downstream transportation agreements) to resolve Imbalances. In addition, Company may remotely stop receipt of Gas until the Imbalance is resolved or confiscate customer's Gas (at no cost to Company) in order to resolve the Imbalance. Customer hereby grants Company any necessary authorization to shut-off Gas in the event customer fails to take the necessary actions to resolve Imbalances and in no event shall Company be liable for any damages resulting from its exercise of this right.
6. Pressures: Compression
- 6.1 Pressure. Customer shall make deliveries of customer's Gas to Company, at the Receipt Point(s), at pressures sufficient to enter the Gathering System against the prevailing operating line pressures on the Gathering System as they may exist from time to time at the Receipt Point(s). Company shall not be obligated to lower such line pressure for purposes of receipt of customer's Gas by compression or otherwise.
- 6.2 Compression. Customer shall not compress, or cause to be compressed, Gas delivered to Company pursuant to this Rate Schedule prior to receipt at the Receipt Point(s) without the prior written approval of Company unless customer, or an operator of a well for whom customer is acting, has entered into a Compression Agreement with Company.
- 6.3 Pressure Regulation. If the pressure of customer's Gas at a Receipt Point is or becomes too high for the safe and efficient operation of the Gathering System in the vicinity of the Receipt Point, Company shall use reasonable efforts to notify customer or an operator of a well for whom customer is acting, of the overpressure location, but shall not be obligated to regulate the pressure or control the flow of Gas to reduce such pressure, to continue to receive Gas at such point until the situation is rectified, or to install, operate and maintain necessary equipment and facilities to protect Company's system and connected wells and other facilities from over-pressurization resulting from any cause.
7. Gas Quality
- 7.1 Specifications. All Gas tendered by customer for gathering in the Gathering System at the Receipt Point(s) shall conform to all Company's "Quality Specifications" set forth below, as may be reasonably amended from time to time via Company's EBB to ensure that Company may deliver Gas in accordance with the then-applicable gas quality specifications of the Downstream Transporter(s) to which customer's Gas is delivered. If the applicable Downstream Transporter at any Delivery Point modifies its applicable gas quality specifications, Company shall be entitled, in its initial discretion, to modify its own Quality Specifications as necessary, by means of notice to customer via Company's EBB.
- (a) Hydrogen Sulfide and Total Sulfur: The Gas shall contain not more than one quarter (1/4) grain of hydrogen sulfide per one hundred cubic feet and not more than twenty grains total sulfur or sulfur compounds per one hundred cubic feet.

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- (N) (b) Carbon Dioxide, Nitrogen, Non-Hydrocarbons: The Gas shall contain not more than three percent (3%) by volume of carbon dioxide, not more than four percent (4%) by volume of nitrogen, and shall contain not more than five percent (5%) by volume of combined non-hydrocarbon gases including, but not limited to, carbon dioxide, nitrogen and oxygen.
- (c) Oxygen: The Gas shall not contain in excess of two-tenths of one percent (0.2%) by volume of oxygen, and customer agrees to exercise every reasonable effort to keep the Gas completely free of oxygen.
- (d) Dust, Gums, etc.: The Gas shall be free of objectionable odors, dust, gum, dirt, impurities and other solid or liquid or hazardous matter which might interfere with its merchantability or cause injury to or interfere with proper operation of the facilities, lines, regulators, meters or other appliances through which it flows.
- (e) Bacteria: The Gas and any associated liquids shall not contain any active bacteria or bacterial agent capable of contributing to or causing operational problems. Bacteria or bacterial agents include, but is not limited to, sulfate reducing bacteria (SRB) and acid producing bacteria (APB). If evidence of bacteria is discovered, Customer shall, upon Company's request, test for bacteria or bacterial agents. Such tests shall be conducted on samples taken from the meter run or other appurtenant piping using American Petroleum Institute (API) test method API-RP38 or any other test method acceptable to Company which is currently available or may become available at any time.
- (f) Water and Liquids: Gas received in Company's system shall be free of water and hydrocarbons in liquid form at the temperature and pressure at which the Gas is delivered; and shall not contain water in vapor in excess of the quantity required for saturation of the Gas at the temperature and pressure of the Gas in Company's facilities. Gas received in any dry portion of the Company's Gathering System shall not contain any hydrocarbons which might condense to free liquids in Company's system under normal conditions. Gas received in any wet portion of the Company's Gathering System shall not contain more than twenty (20) pounds of water in vapor phase per one million cubic feet, if the Gas is received by Company on the discharge side of Company's field stations.
- (g) Total Heating Value: The Gas received shall have a Total Heating Value which is not less than 1100 Btu per cubic foot on the wet portions of the Company's Gathering System, and shall have a Total Heating Value which is not less than 967 Btu per cubic foot and which does not exceed 1100 Btu per cubic foot on the dry portions of the Company's Gathering System.

Company shall have the right, but not the obligation, to designate quality specifications at a particular Receipt Point that may be more lenient than its generally applicable Quality Specifications, provided that such Gas blends with the Gas in the Gathering System to meet the Quality Specifications. Acceptance of such Gas by Company shall be at its initial discretion. Company's acceptance of such Gas tendered by Customer on a particular Gas Day does not constitute a waiver by Company of its right to refuse to accept Non-Specification Gas on another Gas Day; provided, however, that Company shall provide Customer with reasonable prior notice before refusing to accept the Non-Specification Gas that Company had previously agreed to accept.

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- (N) 7.2 Testing and Sampling. Company shall have the right to test Gas at any Receipt Point from which Gas is tendered to Company pursuant to this Rate Schedule to ensure that the Gas produced meets the Quality Specifications. Customer or its designee shall have the right to witness all sampling of the Gas delivered hereunder, and to inspect any equipment used in determining the nature or quality of the Gas. Upon request by customer, Company shall make a reasonable effort to notify customer in writing and in advance of any such Gas sampling, so that customer or its designee may be present. Customer shall have the right to take duplicate samples or conduct simultaneous tests, and if a difference is noted, customer may request a sample be taken and analyzed by an independent third party, such sampling or tests to be at customer's cost and expense.
- 7.3 Non-Conformance. If customer's Gas offered for receipt by Company hereunder shall fail at any time to conform to any of the Quality Specifications, then Company shall notify customer, and Company may, at its option, refuse to accept delivery pending correction. Upon customer's failure promptly to remedy any lack of conformity with the Quality Specification, then Company may accept delivery of such Gas and may, subject to notification to customer, make changes necessary to bring such Gas into conformity with such specifications, and customer agrees to and shall reimburse Company for any reasonable expense incurred by it in effecting such changes.
- 7.4 Possession and Indemnification. Company shall not be considered to have taken possession of customer's Gas if the Gas does not conform with the Quality Specifications. If customer delivers Gas of non-conforming quality to Company, customer shall be responsible for, and shall indemnify, defend, and hold Company harmless from and against any and all suits, actions, damages, costs, losses, expenses, and liability for injury to, or death of persons or damage to property of Company or third persons resulting therefrom. Customer shall reimburse Company for any costs, liabilities, losses and expenses incurred by Company as a result of customer's non-compliance with the Quality Specifications; provided, however, that customer shall not be responsible for, nor shall customer indemnify Company, for any damages, claims, actions, costs, losses or expenses that are a result of Company's gross negligence or willful misconduct. Notwithstanding anything herein to the contrary, customer shall have no obligations pursuant to this Section 7.4 relating to a specific suit, action, damage, cost, loss, or expense resulting from customer's non-compliance with the Quality Specifications if Company was aware of such non-compliance and failed to provide notice to customer of such matter pursuant to Section 7.3 above.
8. Measurement
- 8.1 Measurement Unit, Quantity and Heating Value Determinations. The unit of Gas deliverable hereunder shall be one Dt, measured in accordance with generally acceptable industry standards, as determined by Company. The quantity and heating value of Gas received or delivered by Company shall be determined in accordance with generally acceptable industry standards, as determined by Company.

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(N) 8.2 Ownership and Operation of Measurement Equipment

- (a) Unless otherwise agreed, Company shall install, operate and maintain all measuring equipment required for purposes of service under this Rate Schedule. The quantity of Gas delivered hereunder shall be measured in accordance with the published recommendations of the A.G.A. as amended or superseded from time to time.
- (b) As between Company and customer with respect to Receipt Points, customer shall reimburse Company for all costs incurred by Company to construct and install any facilities required, new or replacement metering actual facilities to receive customer's natural gas into the Gathering System. Customer will reimburse Company for the cost of such facilities prior to Company commencing or continuing service hereunder. Upon verification of proper documentation of customer's ownership of metering facilities by Company (Party that paid for such facilities shall be the owner of said facilities), customer may, upon Company's reasonable instructions, remove such facilities upon termination of the Receipt Point.
- (c) Customer may install, maintain and operate, at its own expense, such check measuring equipment as desired, provided that such equipment shall be so installed as not to interfere with the operation of Company's measuring equipment.

8.3 Low Volume and Shared Receipt Points

- (a) If total deliveries of Gas to Company at a Receipt Point fall below an average daily flow rate of 2,400 actual cubic feet, Company may employ any reasonable means of measuring such receipts, including estimates, but Company makes no representation or warranty as to its ability to accurately measure receipts of such low volumes.
- (b) For any Receipt Point shared with other customers, such customer's customers must provide to Company the designated "Point Operator" for such Receipt Point. The designated Point Operator will be responsible for allocating quantities to the appropriate customers behind the Receipt Point.
- (c) Uneconomic Facilities. If in Company's reasonable judgment, it is uneconomical to continue to operate a facility on which a Receipt Point(s) is located, Company has the right to remove such facilities from service. If total deliveries of Gas to Company at a Receipt Point fall below an average daily quantity of ten (10) Dt for any thirty (30) Day period, Company may remove such facilities from service unless customer or its supplier(s) at such Receipt Point, agrees to assume responsibility for the Receipt Point measurement, subject to the measurement operation requirements contained in a Meter Operating Agreement.

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- (N) 8.4 Meter Testing and Access to Tests and Records
- (a) The accuracy of Company's measuring equipment shall be verified by Company at reasonable intervals, and, if requested, in the presence of representatives of customer, but Company shall not be required to verify the accuracy of such equipment more frequently than once every ninety (90) Days. Subject to that limitation, in the event either Party shall notify the other that it desires a special test of any measuring equipment, the Parties shall cooperate to secure a prompt verification of the accuracy of such equipment.
  - (b) Company and customer shall have the right to be present at the time of any installing, reading, cleaning, changing, repairing, inspecting, testing, calibrating or adjusting done in connection with the other's equipment used in measuring or checking the measurement of deliveries hereunder. The records from such equipment shall remain the property of their operator, but upon request each will submit to the other its records and charts, together with calculations therefrom, for inspection and verification, subject to return within ten (10) Days after receipt thereof.
- 8.5 Failure of Meters. In the event a meter is out of service or registering inaccurately, the quantity of Gas delivered hereunder shall be determined:
- (a) By using the registration of any check meter or meters installed in accordance with industry practice, and accurately registering; or, in the absence of (a):
  - (b) By correcting the error if the percentage of error is ascertainable by calibration test or mathematical calculation; or, in the absence of both (a) and (b):
  - (c) By estimating the quantity of delivery by deliveries during periods under similar conditions when the meter was registering accurately.
- 8.6 Meter Correction, Metering Record Preservation, Data Corrections.
- (a) If, upon test, any measuring equipment is found to be in error by not more than two percent (2%), previous recordings of such equipment shall be considered accurate in computing deliveries hereunder, but such equipment shall be adjusted at once to record correctly. If, upon test, any measuring equipment shall be found to be inaccurate by an amount exceeding two percent (2%) at a recording corresponding to the average hourly rate of flow for the period since the last preceding test, then any previous recordings of such equipment shall be corrected to zero error for any period which is known definitely, but in case the period is not known definitely or agreed upon, such correction shall be for a period extending over one-half of the time elapsed since the date of the last test, not exceeding a correction period of six (6) Months.
  - (b) Company shall preserve for a period of at least three (3) years all test data, charts and other similar records.
  - (a) Measurement data corrections should be processed within six (6) Months of the production Month (or upon completion of a meter test) with a three (3) Month rebuttal period, unless mutually agreed otherwise. This standard shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. The Parties' other statutory or contractual rights shall not otherwise be diminished by this standard.

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(N) 9. Billing and Payment

9.1 Billing

- (a) Company shall render bills and imbalance statements on or before the ninth Business Day of each Month for all services hereunder.
- (b) Both Company and customer shall have the right to examine, at reasonable times, books, records and charts of the other to the extent necessary to verify the accuracy of any statement, charge or computation made hereunder.
- (c) The sequence of Gas passed through the meter for billing purposes shall be in accordance with the scheduling priorities set forth in Section 4.3 above.

9.2 Payments

- (a) If any payment is due, customer agrees to pay Company by wire transfer of federal funds as directed by Company from time to time in writing to customer, unless Company and customer mutually agree upon a method of payment other than wire transfer which will result in timely receipt of payment by Company. All payments shall include reference to the related invoice number(s) and are due within ten (10) Days of the date that Company renders its bill, except when such Day is not a Business Day, in which case payment is due the following Business Day. Payment shall be made for all services hereunder and billed by Company in a statement for such Month, according to the measurements, computations, and prices herein provided.
- (b) If Company fails to receive full payment of any portion of any bill for services hereunder, as herein provided when such amount is due, Company shall charge the penalty set forth in the Delayed Payment Charge section in this Rate Schedule PGAS (see Sheet No. 67).
- (c) If customer's failure to pay continues for thirty (30) Days after payment is due, Company, in addition to any other remedy it may have (including the right of setoff), may suspend service until such amount is paid; provided, however, that if customer in good faith shall dispute the amount of any such bill or parts thereof and shall pay to Company such amounts as customer concedes to be correct and provide documentation identifying the basis for the dispute, and at any time thereafter, within thirty (30) Days of a demand made by Company, customer shall furnish a good and sufficient surety bond to secure payment to Company of the amount ultimately found due upon such bills after a final determination which may be reached either by mutual agreement or court judgment, then Company shall not be entitled to suspend service on account of such disputed claim while so secured. To the extent that customer prevails in a legitimate billing dispute after Company demanded and customer obtained a surety bond to avoid suspension of service, Company shall reimburse customer for the reasonable and customary costs of obtaining such a surety bond in the amount required to secure the disputed payments to Company.

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- (N) (d) Delay in rendition of a bill shall not excuse customer from its obligation to pay for services provided by Company. If rendition of a bill to customer by Company is delayed after the ninth Business Day of the Month, then the time of payment shall be extended for one Day for each Day of such delay, unless customer is responsible for the delay in billing.
- 9.3 Prior Period Adjustments. Prior period adjustment time limits are six (6) Months from the date of the Company's invoice, with a three-Month rebuttal period, excluding government-required rate changes. This standard shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. The Parties' other statutory or contractual rights shall not otherwise be diminished by this Section 9.3.
10. Warranties
- 10.1 Customer's Warranty. Customer warrants that customer, its principal or its successors and assigns will at the time of delivery to Company have good and merchantable title to or good right to deliver all Gas delivered, free and clear of all liens, encumbrances and claims whatsoever. Customer will indemnify Company and hold it harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses of any kind arising from or out of adverse claims of any or all persons to said Gas, including claims for any royalties, taxes, license fees or charges.
- 10.2 Other Warranties. EXCEPT AS SET FORTH IN THIS SECTION 10, NEITHER PARTY MAKES ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE WITH RESPECT TO THE GAS DELIVERED AND REDELIVERED HEREUNDER.
11. Possession of Gas; Indemnifications
- 11.1 Property and Commingling. All customer's Gas delivered into the Gathering System shall be and remain the property of customer. In no event shall Company take title to any Gas delivered to it. Title and/or rights to all customer's Gas delivered by customer to Company hereunder will remain with customer during possession by Company; provided, however, it is understood and agreed that such Gas shall constitute part of the supply of Gas from all sources to the Gathering System and, as such, Company shall, subject to its obligation to deliver thermally equivalent volumes of Gas, have the absolute and unqualified right to commingle such Gas, and to redeliver molecules different from those delivered by customer.
- 11.2 Upstream and Downstream Transportation Excluded. As between the Parties hereto, customer shall be responsible for capacity nominations, transportation and the ultimate sale of the Gas downstream from the Delivery Point(s) and payment of all charges relating thereto. Customer also shall be responsible for gathering and transportation, if any, upstream to the Receipt Point(s) and payment of all charges relating thereto. Company shall have no liability for any transportation of Gas upstream of the Receipt Point(s) or downstream of the Delivery Point(s).
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- (N) 11.3 Party in Possession. As between the Parties hereto, customer shall control and possess the Gas that is subject to service under this Rate Schedule at all times prior to and until delivery to Company at the Receipt Point(s) and after redelivery by Company to customer at the Delivery Point(s). Company shall control and possess the Gas that is subject to service under this Rate Schedule at all times after delivery thereof by customer to Company at the Receipt Point(s) and until redelivery by Company to customer at the Delivery Point(s).
- 11.4 INDEMNIFICATION. TO THE EXTENT NOT SPECIFIED ELSEWHERE IN THIS RATE SCHEDULE, EACH PARTY SHALL BEAR RESPONSIBILITY FOR ALL OF ITS OWN BREACHES, TORTIOUS ACTS, OR TORTIOUS OMISSIONS CONNECTED IN ANY WAY WITH SERVICE UNDER THIS RATE SCHEDULE CAUSING DAMAGES OR INJURIES OF ANY KIND TO THE OTHER PARTY OR TO ANY THIRD PARTY, UNLESS OTHERWISE EXPRESSLY AGREED IN WRITING BETWEEN THE PARTIES. THEREFORE, THE OFFENDING PARTY AS A RESULT OF SUCH OFFENSE SHALL RELEASE, DEFEND, HOLD HARMLESS AND INDEMNIFY THE NON-OFFENDING PARTY AGAINST ANY CLAIM, LIABILITY, LOSS OR DAMAGE WHATSOEVER SUFFERED BY THE NON-OFFENDING PARTY OR BY ANY THIRD PARTY. AS USED IN THIS SECTION 11.4, THE PHRASE "DAMAGES OR INJURIES OF ANY KIND" SHALL INCLUDE WITHOUT LIMITATION ACTUAL DAMAGES, LITIGATION EXPENSES, COURT COSTS, AND ATTORNEYS' FEES; AND THE PHRASE "TORTIOUS ACTS OR TORTIOUS OMISSIONS" SHALL INCLUDE WITHOUT LIMITATION SOLE OR CONCURRENT SIMPLE NEGLIGENCE, GROSS NEGLIGENCE, RECKLESSNESS, AND INTENTIONAL ACTS OR OMISSIONS.
- 11.5 LIMITATIONS. Notwithstanding any other provision in this Rate Schedule to the contrary, neither Party will be released, indemnified or defended to the extent of its own negligence or willful misconduct. No language in this Rate Schedule is intended to provide indemnification greater than permitted by applicable law. If any limitations upon indemnification are imposed by applicable law, then such limitations are incorporated into this Rate Schedule.
12. Taxes and Royalty Payments.
- (a) Company will bear sole responsibility and liability for payment of all valid municipal, tribal, local, county, state, or federal taxes, fees, and charges (and any penalties and interest thereon), including corporate income taxes that are lawfully levied and/or imposed upon Company with respect to the services provided by Company and/or associated facilities related to those services.
- (b) As between customer and Company, customer will bear sole responsibility and liability for payment of all valid municipal, tribal, local, county state, or federal taxes, fees, and charges (and any penalties and interest thereon) which are applicable to customer's Gas, as such taxes are or may in the future be constituted, including any energy or Btu taxes applicable to customer's Gas. If Company is required to pay such taxes for any reason, customer will reimburse Company for all such payments.
- (c) Company is not responsible and liable for any and all royalty payments owed to any person or entity with respect to customer's Gas. Company shall not have any responsibility or liability for any royalty payments as to customer's Gas, and customer shall release, defend, indemnify and hold Company harmless against any such royalty payments.

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(N) 13. Creditworthiness

13.1 Creditworthiness and Financial Assurance. Company shall not be required to continue service to customer if customer fails to meet the creditworthiness criteria set forth in this Section. If Company determines in its reasonable discretion that customer is not creditworthy and may not be able to carry out its obligations under this Rate Schedule, Company shall provide a written basis for its creditworthiness determination and customer shall, within fifteen (15) Business Days of receipt of such notice, be required to demonstrate its creditworthiness by meeting the following criteria:

- (a) At Company's reasonable request, each customer shall complete and sign a "Confidential Request for Certain Credit & Financial Information," supplied by Company, which shall include customer's legal structure; its officers, partners, or proprietors, its previous suppliers; trade references; bank references; recent financial statements; and other credit information considered relevant by Company. The results of reference checks must show that customer's obligations are being paid on a reasonably prompt basis and that the customer has sufficient assets to warrant the extension of unsecured credit. This form is not required on subsequent requests for service unless there is a substantial change in customer's financial or operational conditions, i.e., change in management, change in ownership. Trade and bank references may be requested annually.
- (b) At Company's request, customer must provide its most recent audited twelve-Month financial statements (including balance sheet, income statement, cash flow statement and accompanying notes) on an annual basis. If audited financial statements are not available, then customer must provide an attestation by its chief financial officer that the information shown in the unaudited statements submitted is true, correct and a fair representation of customer's financial condition. Annual reports, 10-K reports, filings with regulatory agencies and any reports from credit reporting agencies which are available will be analyzed. Current financial information must be provided not less than annually for purposes of determining creditworthiness. Company shall apply consistent evaluative practices to determine acceptability of the customer's overall financial condition, working capital and profitability trends.
- (c) Customer 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. An exception can be made for a customer who is a debtor in possession operating under Chapter XI of the Federal Bankruptcy Act, but only with adequate assurances that the billing will be paid promptly as a cost of administration under the federal court's jurisdiction.
- (d) Customer should not be subject to the uncertainty of pending liquidation or regulatory proceedings in state or federal courts which could cause a substantial deterioration in its financial condition, which could cause a condition of insolvency, or the ability to exist as an ongoing business entity.
- (e) No significant collection lawsuits or judgments are outstanding which would seriously reflect upon customer's ability to remain solvent.

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- (N) (f) If any of the events or actions described in Sections 13.1 (c), (d), or (e) shall be initiated or imposed during the terms of service hereunder, customer shall provide notification thereof to Company within two (2) working Days of any such initiated or imposed event or action.
- (g) If customer has an ongoing business relationship with Company, no delinquent balances should be consistently outstanding for billings made previously by Company and customer must have paid its account in the past according to the established terms and not made deductions or withheld payment for claims not authorized by contract.
- (h) A new credit appraisal may be conducted at least annually or where there is a bona fide basis for questioning customer's creditworthiness.
- 13.2 Assurance of Payment. If a customer fails or refuses to demonstrate creditworthiness based on the criteria set forth in Section 13.1, such customer may still obtain service hereunder if customer provides adequate assurance of payment to Company in a form and amount satisfactory to Company. Such forms of adequate assurance of payment may include a security deposit, prepayments, irrevocable letter of credit drawn upon a bank acceptable to Company; or a guarantee by a person or another entity which satisfies the credit appraisal; or such other security as is mutually acceptable to both Company and customer.
14. Force Majeure
- 14.1 Suspension of Obligations. In the event of either Party being rendered unable wholly or in part by Force Majeure to carry out its obligations under this Rate Schedule, other than the obligation to make payments when due or each Party's indemnification obligations hereunder (which shall not be relieved), it is agreed that on such Party's giving notice and full particulars of such Force Majeure to the other Party by written notice, electronic transmission, telephone, Company's EBB, or other means, within a reasonable time after the occurrence of the cause relied on, the obligations of the Party giving such notice, so far as they are affected by such Force Majeure, shall be suspended during the continuance of any inability so caused, but for no longer period, and such cause shall so far as possible be remedied with all reasonable dispatch. Neither Party shall be liable in damages to the other for any act, omission, nor circumstances occasioned by or in consequence of Force Majeure.
- 14.2 Definition. The term "Force Majeure" as employed in this Rate Schedule shall include, but not be limited to, acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, arrests and priority limitation or restraining orders of any kind of the government of the United States or a State or of any civil or military entity, civil or military disturbances, explosions, breakage, accidents or unscheduled or emergency repairs to machinery or lines of pipe, freezing of wells or lines or pipe, partial or entire failure of natural gas wells including storage wells, partial or entire failure of natural gas reservoirs, including, without limitation, storage reservoirs, inability to obtain or unavoidable delay in obtaining material and equipment, and any other causes, whether of the kind herein enumerated or otherwise, not reasonably within the control of the Party claiming suspension, which by due diligence such Party is unable to overcome.

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(N) 15. Miscellaneous.

15.1 Limitation of Liability. The liabilities of the Parties hereunder shall be limited to direct damages only, and, such direct damages shall be the sole and exclusive remedy hereunder and all other remedies or damages at law or in equity are waived. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY UNDER THIS AGREEMENT FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL, OR PUNITIVE DAMAGE OF ANY NATURE HOWEVER ARISING, INCLUDING WITHOUT LIMITATION ANY LOST PROFITS OR BUSINESS INTERRUPTION DAMAGES, EVEN IF SUCH PARTY HAS BEEN MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF SUCH DAMAGES ARISE FROM OR RELATE TO A PARTY'S NEGLIGENCE.

16. Definitions. The following terms shall have the following meanings when used in this Rate Schedule PGAS:

- (a) Btu means a British thermal unit, which is equal to 1,055.056 joules. "MMBtu" means one million (1,000,000) Btus.
- (b) Business Day means Monday through Friday from 8:00 a.m. to 5:00 p.m. Eastern Clock Time (ECT), excluding any Day in which United States federal banks are generally closed in observance of a holiday.
- (c) Day or Gas Day means a period of twenty-four (24) consecutive hours, beginning and ending at 9:00 a.m. Central Clock Time (CCT) on any calendar day.
- (d) Delivery Point(s) means the point(s) of interconnections, between the Gathering System and the any point(s) of interconnection with a Downstream Transporter, at which Company shall deliver Customer's Gas to Customer or for Customer's account.
- (e) Dt, dt or dth means dekatherm and shall be the quantity of heat energy equal to 1,000,000 Btus.
- (f) Downstream Transporter means any gatherer, intrastate or interstate pipeline directly connected to the Gathering System downstream of the Delivery Point(s).
- (g) EBB means Company's electronic bulletin board. The EBB consists of two component web sites, the Informational Postings web site and the Customer Activities web site, which is available to Dekaflow™ System Users.

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- (N) (h) Fuel means the quantity of Gas used or consumed in the operation of the Gathering System, including Gas consumed in compressor stations and dehydration facilities, including compressor stations owned by third parties (including, but not limited to DGP) with whom the Company has contracted with to own, operate and/or maintain compression. Fuel includes but may be separately referred to in this Rate Schedule as Lost and Unaccounted for Gas or LAUF, which is an amount for all Gas lost as a result of, but not limited to, leaks, venting, purging and other losses, discrepancies due to metering inaccuracies, variations of temperatures, pressure, composition and other variants, and other physical and operational circumstances including the natural condensation of liquid hydrocarbons.
- (i) Gas or Natural Gas means natural gas as produced from wells in its natural state, including all of the hydrocarbon constituents and inert constituents thereof.
- (j) Gathering System means the Company's pipeline and related facilities that will be operated by Company for the purpose of receiving Gas at the Receipt Points and redelivering it to the Delivery Points, initially being the gathering and appurtenant facilities acquired by the Company from DGP as more fully described in Case No. 19-0549-G-PC, as they may be subsequently modified or abandoned from time to time.
- (k) Interruptible means service that is subject to interruption by Company and, if applicable, is subject to a prior and higher claim by another customer or class of customers, without liability, as set forth herein.
- (l) Mcf means the volume of dry gas that occupies one thousand (1,000) cubic feet at a temperature of 60 degrees Fahrenheit, a pressure of 14.73 pounds per square inch absolute (p.s.i.a.); "MMcf" means one thousand (1,000) Mcfs.
- (m) Month means a period beginning at 9:00 a.m. CCT on the first of a calendar month and ending at 9:00 a.m. CCT on the first Day of the next succeeding calendar month.
- (n) Pool means an accounting aggregation of the receipts of customer's Gas from the Receipt Point(s).
- (o) Receipt Point(s) means the point or points located on the Gathering System, and any future mutually agreeable point(s) of interconnection, where customer delivers Gas to the Gathering System.
- (p) Retention means the volume of Customer Gas retained in kind from customer's Receipts at Receipt Point(s) to reimburse the Company for Fuel and LAUF.
- (q) Thermal Content means the product of the volume of Gas delivered at the Receipt Points by a customer and the Total Heating Value of such Gas, adjusted to a same pressure base of 14.73 psia, and expressed in Dt.
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- (N) (r) Total Heating Value means the number of British thermal units produced by the combustion, at constant pressure, of the amount of anhydrous gas which would occupy a volume of one cubic foot at a temperature of sixty (60) degrees F and dry and under an absolute pressure of 14.73 pounds per square inch, equivalent to 101.325 kPa and 15 degrees C, and dry, with air of the same temperature and pressure as the Gas, when the products of combustion are cooled to the initial temperature of Gas and air, and when the water formed by combustion is condensed to the liquid state. The standardized reporting basis for gigacalorie shall be 1.035646 Kg/cm<sup>2</sup> and 15.6 degrees C and dry.

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