

EQUITABLE GAS COMPANY

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RATE GPS- GENERAL POOLING SERVICE

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1. AVAILABILITY

Service under this rate schedule is available to anyone who aggregates 2 or more customers, who demonstrates to the Company's satisfaction that it has met the creditworthiness and fitness standards defined in the Rules and Regulations of this Tariff, and who has entered into a General Pooling Service Agreement with the Company.

2. TYPE OF SERVICE

This is a customer aggregation service whereby a creditworthy third party, the Pool Administrator, takes assignment on behalf of a GDS customer of the customer's nomination and balancing responsibilities and, under separate contractual agreement with the Company, aggregates the customer's gas deliveries and consumption with those of other GDS customers for the purposes of calculating imbalances on the Company's system.

3. SERVICE CONDITIONS

3.1 Scheduling of Service

All transportation volumes received for Pool Administrator's account at transportation receipt points will be nominated to the Company in advance. Subject to permitted inter-pool transfers, each end use customer of the Pool Administrator's GPS Pool must have all of its natural gas consumption over the entire Customer billing cycle supplied by Pool volumes nominated by the Pool Administrator.

3.2 Monthly Balancing

The Pool Administrator shall pay all applicable balancing charges and penalties that are set forth in the Company's tariff. In the event of the Pool Administrator's nonpayment of any of these charges, the transportation customer participating in the non paying Pool Administrator's pool shall be liable to the Company for its share of such charges. For the purposes of determining monthly imbalances of the transportation pool, the Company will use the BTU conversion factor utilized in the Company's most recent 1307(f) proceeding. All transportation pools served under this Rate Schedule shall be subject to the following monthly balancing provisions.

- (1) A monthly imbalance will exist when (a) Pool consumption in a month falls short of the gas supply available for the Pool's use in a month (monthly supply excess) or (b) a Pool consumes more gas than the gas supply available for the Pool's use in a

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ISSUED: January 6, 1998

EFFECTIVE: January 7, 1998

J. T. EGLER  
CHIEF OPERATING OFFICER

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RATE GPS- GENERAL POOLING SERVICE (CONTINUED)3.2 Monthly Balancing (Continued)

- (2) A monthly supply excess equal to, or less than, three and one-half percent (3.5%) of the pools consumption for a month shall be carried forward to the following month and added to the gas delivered to the Company for the Pool's use for that month to arrive at the total gas supply available to the Pool for that month.
- (3) A monthly supply shortfall equal to, or less than, three and one-half percent (3.5%) of the Pool's consumption for a month shall be carried forward to the following month and subtracted from the gas delivered to the Company for the Pool's use for that month to arrive at the total gas supply available to the Pool for that month.
- (4) Any monthly excess or shortfall in a Pool's gas supply greater than the amount that can be carried forward to the following month, plus pool-to-pool transfers, shall be purchased by the Company from the Pool Administrator (Cash-In) or purchased by the Pool Administrator from the Company (Cash-Out) at the following prices:
- (a) Cash-In Price: The price paid by the Company for a Pool Administrator's supply excess shall be equal to eighty-five percent (85%) of the sum of the lowest Midpoint price published in Platts, Gas Daily publication, under the heading Appalachia, Dominion, South Point for the month, plus the average variable firm transportation costs, including retainage, to move the gas from the supply areas to the Company's city gate the Company's city gate. Cash-in payments will be made to Pool Administrators on a bi-annual basis on April 1 and November 1 of each year provided that the Pool Administrator is in good standing with the Creditworthiness Criteria in Section 11.20.
- (b) Cash-Out Price: The price paid by the Pool Administrator to satisfy its supply shortfall shall be equal to one hundred twenty-five percent (125%) of the sum of the highest Midpoint price published in Platts, Gas Daily publication, under the heading Appalachia, Dominion, South Point for the month, plus the average variable firm transportation costs, including retainage, to move the gas from the supply areas to the Company's city gate.
- (5) All rates set forth in this rate schedule that are billed on a volumetric per Mcf or Dth, basis may be billed using cycled metered volumes, either actual or estimated. Cash-in and cash-out prices cover only gas supply costs as defined herein. (C)

3.3 Contract Duration

The Pool Administrator's General Pooling Service contract with the Company shall be for a term of service of no less than twelve months. Notwithstanding any contract duration provision contained in a service agreement between the customer and the Pool Administrator, the Company may process any customer request to return to retail service or to transfer to a pool maintained by another pool administrator, and the Company assumes no liability for such action.

(C) Indicates Change.

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RATE GPS- GENERAL POOLING SERVICE (CONTINUED)

4. OTHER

(C)

A Pool Administrator may trade deliveries between pools to assist in mitigating pool imbalances. The imbalance trading period will be three days following the issuance of the Company's pool consumption report.

In the event of the Pool Administrator's nonpayment of any of these charges, the transportation customer participating in the nonpaying Pool Administrator's pool shall be liable to the Company for its share of such charges.

(C) Indicates Change.

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ISSUED: February 26, 2009

EFFECTIVE: February 27, 2009

M. ELISE HYLAND  
PRESIDENT