RULES AND REGULATIONS
FOR THE TRANSPORTATION OF NATURAL GAS

(C) AVAILABILITY

Transportation service shall be available to any qualified applicant upon submission of a properly completed application form, payment of all required fees, and execution of a written agreement between the Customer (Shipper) and the Company (Transporter). All applications for transportation must be made on a copy of the form shown on Tariff Sheet No. 46. Copies of this form are available from the Company's marketing section upon request.

Transporter is not required to provide any requested transportation service for which capacity is not available, or which would require the construction or acquisition of any new facilities unless Shipper shall first deposit with Transporter the estimated cost of such facilities and agree to pay any excess of actual cost over the estimate. Transporter shall refund to Shipper any excess of estimated cost over actual cost.

Shipper and Transporter shall execute duplicate originals of a written agreement to cover transportation service. Items covered in the transportation agreement shall include, but not be limited to, transportation rate(s), the maximum daily transportation quantity, agreement term, renewal provisions (if any), effective date, and addresses for notice purposes. Such agreement shall be deemed to include all other provisions of this Tariff. Before transportation commences, all other required transportation agreements (such as those for interstate pipeline transportation) shall be executed with copies provided to Transporter.

AUTHORIZATIONS

The terms and conditions for transportation service hereunder are supplementary to:

A. the Rules and Regulations for the Government of Gas Utilities and Gas Pipeline Safety (2007), as amended, of the Public Service Commission of West Virginia;

B. all other requirements affecting the Company which have been or hereafter may be prescribed by said Commission; and

(C) C. the sections of this Tariff concerning Rules and Regulations for Distribution and Sale of Natural Gas, Additional Rules for Customers on High Pressure Main or Field Lines, and Curtailment, all as reflected on Tariff Sheet Nos. 8 through 18.

The Company and Customer agree that they will file, as soon as practical after execution of a transportation agreement, all necessary applications with the appropriate governmental authorities for the purpose of securing all requisite authorizations, if any, for service contemplated by the Transportation Agreement, and that they will provide each other from time to time such information as may be necessary to secure and maintain such authorizations.

CHARACTER OF SERVICE

The character of the transportation service rendered -- that is, firm, interruptible, or some combination of the two -- shall be the same as that which Shipper has contracted for in its transportation agreement with Transporter. All interruptible service is conditioned upon the availability of capacity and/or supplies sufficient to provide such service without detriment or disadvantage to Transporter's firm transportation and sales customers who are dependent upon Transporter's general system supply and capacity.

(C) Indicates change in text of regulations

RULES AND REGULATIONS
FOR THE TRANSPORTATION OF NATURAL GAS (Cont.)

(C) A. Interruptible Service. Shippers having 1) daily measurement equipment and 2) the ability to withstand seven (7) consecutive days of fully interrupted service qualify for Interruptible Service. Furthermore, RS, SGS, LGS, and LCI Shippers defined as Human Needs customer as set forth on Tariff Sheet No. 10 must be able to document and demonstrate to the Company a minimum of seven (7) consecutive days' alternate fuel capability to qualify for Interruptible Service. A wood-burning stove, or any other type of wood-burning capability, is not considered an alternate fuel for purposes of this tariff.

B. Firm Service. Shippers failing to qualify for Interruptible Service must take firm service, if available, including paying for standby service on all deliveries.

(C) C. Standby Service. Shippers may purchase standby service by either paying for it volumetrically on all deliveries or by nominating an MDV as provided in Rate Schedule LCI. Except during periods of restrictions on gas usage as described on Tariff Sheet No. 17, standby service entitles a Shipper to commodity backup service in the event Shipper's requirements exceed supplies received by Transporter for Shipper's account. The volumetric charge for standby service is reflected on Tariff Sheet No. 41. It does not include the commodity cost of gas, or Transporter's delivery charges, daily balancing, taxes, and the like.

RECEIPTS AND DELIVERIES

The Point(s) of Receipt for all gas to be received for Shipper's account for transportation by the Company shall be at the interconnections between the facilities of Transporter and Eastern Gas Transmission and Storage, Inc. or at such other interconnections as mutually agreed by the Parties. The Point(s) of Delivery for all gas to be delivered by the Company shall be Shipper's facilities, as set out in Shipper's transportation agreement.

DAILY MEASUREMENT

Any Shipper wishing to have daily measurement equipment installed at its facility may do so by contacting the Company and executing a Telemetering Agreement. Transporter will then install, at Shipper's expense, a daily measurement device which will provide information concerning the pressure, temperature and amount of natural gas being delivered to Shipper's facilities. Transporter will be responsible for the installation and maintenance of the equipment including all necessary gas piping. Shipper's obligation for payment shall commence on the date of the installation of the equipment. Shipper shall either pay Transporter for the cost and installation within thirty (30) days of the date installation is complete or in twelve (12) equal monthly installments with interest at the rate of one percent (1%) per month, as specified in the Telemetering Agreement. Transporter shall at all times retain all right, title and interest to the equipment. Shipper will be responsible for ensuring that electric and telecommunication services are available at the meter site in accordance with Transporter's specifications. Copies of current specifications are available from Transporter's Engineering Section.

BALANCING

A. Receipt and Delivery Obligations. Transporter has no obligation on any day to deliver quantities of gas greater than receipts (net of fuel) for a Shipper's account, nor to accept quantities of gas (net of fuel) for Shipper's account greater than deliveries accepted by the Shipper.

(C) Indicates change in text of regulations

RULES AND REGULATIONS
FOR THE TRANSPORTATION OF NATURAL GAS (Cont.)

B. Nominations and Upstream Imbalances. Shipper is responsible for making advance nominations to Transporter via Eastern Gas Transmission and Storage, Inc.'s Dekaflow system for the quantity of gas to be received for Shipper's account each day. All such nominations must be submitted by the deadlines established by Transporter and upstream pipelines and are subject to acceptance by both. Shipper shall endeavor to ensure that the daily quantity of gas received by Transporter for Shipper's account, net of fuel, matches the daily quantity of gas accepted by Shipper at its facilities. All imbalances on upstream pipelines are Shipper's responsibility.

C. Daily Imbalance. Daily imbalances between receipts for a Shipper's account, net of fuel, and deliveries to the Shipper are subject to an imbalance charge. Shippers without telemetering shall pay a daily balancing charge on all deliveries. Shippers with telemetering shall pay this charge only on their actual daily imbalances. The daily imbalance mechanism does not establish any rights to storage, park and loan, banking and advancing, or any other type of service.

RATE

(I) Daily Balancing Charge: $0.192 per Dt

(I) Note: The above daily balancing charge includes $0.021 in total base rates and $0.171 in gas costs.

D. Monthly Imbalances. Imbalances between total monthly supplies received by the Company for a Shipper's account, net of fuel, plus supplies nominated to the Company from Shipper's storage, and total monthly deliveries to Shipper shall be resolved by way of a cashout mechanism at the end of each month as follows. These charges are in addition to all other transportation charges. The monthly imbalance mechanism does not establish any rights to storage, park and loan, banking and advancing, or any other type of service.

1. Imbalance Percentage. Each month an Imbalance Percentage shall be determined by dividing total receipts for Shipper's account ("x") less fuel retainage ("y") less total deliveries to Shipper ("z"), by total receipts less fuel retainage, expressed mathematically as follows:

$$\frac{x - y - z}{x - y}$$

In any month there are no receipts for a Shipper's account, the Imbalance Percentage shall be deemed to be one hundred percent (100%).

The total cashout for each month's Imbalance Percentage will be calculated by pricing the imbalance within each block. For example, an Imbalance Percentage of 12% would cashout the first 5% of the imbalance at the 0 through ≤5% price, plus 5% at the >5% through ≤10% price, plus the remaining 2% at the >10 through ≤15% price.

2. Cashout by Purchase from Shipper. In any month where deliveries to a Shipper are less than receipts by Transporter for Shipper's account, net of fuel, Transporter shall purchase the imbalance gas from Shipper at a price which shall be calculated as follows:

a. Reference Price Determination. The Reference Price each month for imbalances resolved by Transporter purchasing gas from the Shipper shall consist of a Base Commodity Rate and a Transportation Component less, during the months of April and October, fifty cents ($0.50). The Base Commodity Rate shall equal the lowest of the daily postings during the month gas was delivered for Eastern Gas - South, Absolute Low, as published in

(I) Indicates an increase in rates

RULES AND REGULATIONS
FOR THE TRANSPORTATION OF NATURAL GAS (Cont.)

(C) Platts Gas Daily (S&P Global Inc.). The Transportation Component shall be equal to the firm transportation commodity rate of Eastern Gas Transmission and Storage, Inc., plus fuel retention. In the event that in the months of April and October the Cashout by Purchase from Shipper Reference Price is less than zero, the Cashout by Purchase from Shipper rate will be zero dollars ($0.00) and the imbalance gas will be credited to Transporter.

b. Reference Price Multiplier. The Reference Price shall be adjusted as provided in the following table:

Imbalance Percentage	Percentage of Reference Price
0% through ≤ 5%	100%
5% through ≤10%	90%
10% through ≤15%	80%
15% through ≤20%	70%
20% through ≤25%	60%
25%	50%

3. Cashout by Sale to Shipper. In any month where deliveries to a Shipper are greater than receipts for Shipper's account, net of fuel, Transporter shall sell the imbalance to Shipper at a price which shall be calculated as follows:

a. Reference Price Determination. The Reference Price for imbalances resolved by Transporter selling gas to Shipper as shown in the following table:

	Shippers with:	Reference Price:
(C)	100% Standby	Maximum Reference Price with no Multiplier (both as defined on Tariff Sheet No. 38).
(C)	MDV: Up to MDV level	Maximum Reference Price with no Multiplier (both as defined on Tariff Sheet No. 38).
(C)	All over MDV level.	Maximum Reference Price with Multiplier (both as defined on Tariff Sheet No. 38).
(C)	No Standby	Maximum Reference Price with Multiplier (both as defined on Tariff Sheet No. 38).

(C) Indicates change in text of regulations

RULES AND REGULATIONS
FOR THE TRANSPORTATION OF NATURAL GAS (Cont.)

b. Maximum Reference Price. The Maximum Reference Price for each month shall consist of a Base Commodity Rate and a Transportation Component, plus during the months of April and October, an additional fifty cents ($0.50). The Base Commodity Rate shall equal the highest of the daily postings during the month gas was delivered for Eastern Gas - South, Absolute High, as published in Platts Gas Daily (S&P Global Inc.). The Transportation Component shall be equal to the maximum interruptible transportation rate of Eastern Gas Transmission and Storage, Inc., plus applicable fuel retention.

c. Reference Price Multiplier. The Reference Price shall be adjusted as provided in the following table:

Imbalance Percentage	Percentage of Reference Price
0% through ≤ 5%	100%
5% through ≤10%	110%
10% through ≤15%	120%
15% through ≤20%	130%
20% through ≤25%	140%
25%	150%

4. Should Platts Gas Daily change the name of the column heading or postings listed thereunder, it will be recognized as a name change only and not a location change. If Platts Gas Daily ceases to publish its daily absolute high and low prices for Eastern Gas - South, Transporter will choose a comparable substitute.

5. To the extent that a Reference Price is derived from the published tariff sheets of an interstate pipeline, the tariff sheets used to determine the applicable rates shall be those available the first day of the month following the month when service was rendered. Even if a new tariff sheet subsequently becomes effective retroactively, no adjustment shall be made. Should the name of the rate or service change, it will be a name change only and not a rate change. Should a particular tariff service be eliminated, Transporter will choose a comparable substitute.

(C) OVERRUN CHARGES

Whenever Transporter notifies Shipper that it needs to restrict its gas usage as provided on Tariff Sheet No. 17 and it fails to do so, Shipper shall be subject to a pro rata share of any overrun charges billed to Transporter by upstream pipelines. All of these charges are in addition to those otherwise billable under this Tariff or the Company's transportation contract with the Shipper.

(C) Indicates change in text of regulations

RULES AND REGULATIONS
FOR THE TRANSPORTATION OF NATURAL GAS (Cont.)

TRANSPORTATION SCHEDULING ORDERS (TSO)

Customers are subject to the Company's issuance of transportation scheduling orders ("TSOs"). The Company may issue TSOs at its discretion if any Customer's daily or hourly usage variance is determined to compromise the Company's operational or financial integrity. Through the TSO mechanism, the Company may direct Customers to adjust their nominations to match anticipated requirements. In regard to hourly usage variances, such nomination adjustments may be required on an intra-day basis. The Customer' failure to comply with a TSO may result in the billing of the following incremental charges:

(C) (A) The payment of a gas cost equal to the reference price as defined on Tariff Sheet No. 36 (Cashout by Purchase from Shipper) or Tariff Sheet No. 37 (Cashout Sale to Shipper), whichever is applicable, times the TSO difference which is defined as the imbalance between the Customer's nomination and daily consumption, as calculated by the Company on those days subject to the TSO; and

(B) The payment of any charges or costs incurred by the Company due to the Customer's failure to comply with a TSO. Where such charges or costs are incurred by the Company due to more than one Customer's failure to comply with a TSO, the Company's request for payment will be assessed to those Customers on a pro-rata basis.

(N) (C) The Company may issue TSOs at its discretion if the aggregate volumes flowing through the Company interconnects with Eastern Gas Transmission and Storage ("EGTS") are ninety percent (90%) of the Company's contracted MDQ with EGTS. Through the TSO mechanism, the Company may direct Shippers to adjust their nominations on EGTS until the aggregate volumes following through the Company's interconnects with EGTS are less than ninety percent (90%) of the Company's contracted MDQ with EGTS. The Shippers may nominate gas on other interstate pipelines connected to Company and the Shippers are subject to applicable rates associated with those pipeline interconnections including transportation from the interconnection to Company distribution system.

(C,I) Additionally, on any day when the Customer has been given timely notice by the Company that TSO has been issued and is in effect, any quantity of gas consumed by the Customer in excess of the Customer's nomination may be subject to a penalty not to exceed twenty-five dollars ($25.00) per dekatherm on such excessive volumes.

Customers in compliance with a TSO shall not be subject to any such incremental charges or costs.

FUEL RETENTION

(C) All transportation quantities received for delivery to Shippers not served through Direct Service facilities as defined on Tariff Sheet No. 30 shall be subject to a fuel retention charge as defined on Tariff Sheet No. 41.

OTHER CHARGES

(A) Shipper shall pay Transporter the amount of all charges related to transportation of Shipper's gas which are billed to Transporter by any other transporter, including, but not limited to, applicable Federal Energy Regulatory Commission filing fees. Shipper shall also pay Transporter the amount of all other charges arising out of its transportation agreement which are not otherwise specified in this Tariff or in their transportation agreement, including those which the Public Service Commission or any other governmental body requires Transporter either to bear or to collect from Shipper.

(C) Indicates change in text of regulations
(I) Indicates increase in rates
(N) Indicates new rates or regulations

RULES AND REGULATIONS
FOR THE TRANSPORTATION OF NATURAL GAS (Cont.)

(B) Customers who have been receiving sales service from the Company and transfer to transportation service after October 31, 2004, shall be subject to a charge or credit for under or over recovery of purchased gas costs plus applicable taxes. The charge or credit shall be calculated by multiplying sales service consumption by the Customer during (1) the prior ACA period; and (2) the current ACA period times the ACA unit rate applicable during each month of these two periods less the amount collected from the Customer applicable to the prior ACA period. This charge or credit shall be paid in equal monthly installments until the next October or until the customer returns to sales service, whichever comes first. In the event that the Customer does not have twelve months' worth of sales consumption prior to the calculation of the charge, the charge shall be calculated only for the number of months during which sales service consumption occurred.

RETURN TO SALES SERVICE

Transporter reserves the right to deny a request by Shipper to return to sales service at current tariff rates. For all such requests which are denied, Shipper will remain a transportation customer but may elect to have Transporter acquire, as agent for Shipper, gas supplies at current market prices for gas delivered to Transporter's system. For all such requests which are granted, the terms and conditions of the Telemetering Agreement between Shipper and Transporter will remain in effect, with the exception that the charges for continuous electric service and telecommunications service necessary for the operation of the telemetering equipment shall be paid by the Transporter from the date the request is granted.

RULES AND REGULATIONS
FOR THE TRANSPORTATION OF NATURAL GAS (Cont.)

TRANSPORTATION RATES

Unless otherwise agreed in writing, the transportation charges shall consist of the following based on customer classifications stated on Tariff Sheet No. 14:

RS TRANSPORT

Customer Charge: $13.40 per month
(I) Commodity Charge: $11.767 per Dt
Fuel Retention (No Temperature Compensation): 8.00%
Fuel Retention (with Temperature Compensation): 5.50%

(I) Note: The above commodity charge includes $9.045 in total base rates, $1.294 in PREP rates, and $1.428 in standby service.

SGS TRANSPORT

Customer Charge: $26.80 per month
(I) Commodity Charge: $9.325 per Dt
Fuel Retention (No Temperature Compensation): 8.00%
Fuel Retention (with Temperature Compensation): 5.50%

(I) Note: The above commodity charge includes $6.980 in total base rates, $0.917 in PREP rates, and $1.428 in standby service.

LGS TRANSPORT

(I) Meter Charge: $853.16 per meter per month
(I) Commodity Charge: $4.983 per Dt
Fuel Retention (No Temperature Compensation): 8.00%
Fuel Retention (with Temperature Compensation): 5.50%

(I) Note: The above Meter Charge includes $231.70 in base rates and $621.46 in PREP rates. The above commodity charge includes $3.555 in total base rates and $1.428 in standby service.

WS TRANSPORT (Definitions per Tariff Sheet No. 27)

Demand Charge: $0.640 per Dt of Monthly Billing Units
(I) Commodity Charge: $4.959 per Dt
Fuel Retention (No Temperature Compensation): 8.00%
Fuel Retention (with Temperature Compensation): 5.50%

(I) Note: The above commodity charge includes $3.147 in total base rates, $0.384 in PREP rates, and $1.428 in standby service.

(I) Indicates an increase in rates

RULES AND REGULATIONS
FOR THE TRANSPORTATION OF NATURAL GAS (Cont.)

TRANSPORTATION RATES (CONT.)

LCI-D TRANSPORT (Definitions per Tariff Sheet Nos. 30, 31, and 32)

(I)	Customer Charge:	$7,139.16 per month
	Demand Charge:	$0.270 per Dt of Monthly Billing Units
	Non-Gas Commodity Charge:	
	First 44,211 Dt:	$0.545 per Dt
	Next 176,844 Dt:	$0.445 per Dt
	Over 221,055 Dt:	$0.367 per Dt
(I)	MDV Charge:	$8.748 per Dt of nominated MDV
	Fuel Retention:	5.50%

(I) Note: The above customer charge includes $4,163.78 in base rates and $2,975.38 in PREP rates.

LCI-DS TRANSPORT (Definitions per Tariff Sheet Nos. 30, 31, and 32)

(I)	Customer Charge:	$1,651.26 per month
	Demand Charge:	$0.017 per Dt of Monthly Billing Units
	Non-Gas Commodity Charge:	
	First 44,211 Dt:	$0.037 per Dt
	Next 176,844 Dt:	$0.025 per Dt
	Over 221,055 Dt:	$0.020 per Dt
(I)	MDV Charge:	$8.748 per Dt of nominated MDV
	Fuel Retention:	0.00%

(I) Note: The above customer charge includes $1,310.94 in base rates and $340.32 in PREP rates.

In addition to the Transportation Rates, the Transporter must pay other applicable charges including, but not limited to, balancing, special meter readings, fuel retention, and the costs incurred by Transporter associated with Shipper migrating from sales to transportation service.

OTHER CHARGES

Charges under these schedules are subject to the PREP rates as set forth on Tariff Sheet No. 69.

INDEMNIFICATION

Customer shall indemnify the Company and save it harmless from all suits, judgments, claims, actions, debts, liabilities, levies, accounts, damages, costs, losses, and expenses arising from or out of adverse claims of any or all persons to said gas, including but not limited to claims, suits, actions, and demands which may arise due to the nonpayment of landowner royalties, overriding royalties, or rentals thereon or therefrom. Provided, however, Customer shall not indemnify the Company for (a) any liability to the extent that such liability arises out of the Company's intentional misconduct or negligence, or (b) the Company's failure to make payments after receipt by the Company of payments by Customer hereunder.

(I) Indicates an increase in rates

RULES AND REGULATIONS
FOR THE TRANSPORTATION OF NATURAL GAS (Cont.)

NOTICES

Except as herein otherwise provided, any request, demand, or statement provided for in Customer's Transportation Agreement, or any notice which either party may desire to give to the other, shall be in writing and shall be considered as duly delivered when mailed by registered or certified mail to the Post Office address of the parties hereto. Routine communications, including monthly statements, shall be considered as duly delivered when mailed by ordinary mail, by electronic facsimile, or by e-mail.

(C) BILLING & PAYMENT

Payment of Bill. The Company shall render a bill to Customer for the services rendered by the Company during the previous month, along with all other charges billable under Customer's Transportation Agreement. Customer shall render payment in full to the Company on or before (Due Date).

Delayed Payment Charge. Should Customer fail to tender full payment by the Due Date of any bill, whether it is rendered pursuant to Customer's Transportation Agreement or is a separate bill for tariff utility service or some other bill, a delayed payment charge of one percent (1%) will be added monthly to the net current amount unpaid. The delayed payment penalty is not interest and is to be collected only once for each bill where it is appropriate.

(N) Returned Payment Charge. A service charge equal to the amount charged by the utility's banking institution, not to exceed twenty-five dollars ($25.00), will be imposed upon any customer whose check or electronic payment of charges is returned by said customer's bank due to insufficient funds.

(C) Termination for Nonpayment. If failure to pay occurs, the Company will attempt three separate notifications to the customer prior to officially terminating the customer's service and the Company works with the customers to collect the necessary payments to continue service. In addition to any other remedy it may have the Company may both suspend further transportation of gas to Customer and terminate all utility service until such amount is paid.

(C) Disputed Bills. If Customer in good faith disputes the amount of any bill or any part thereof, the bill will be investigated in depth to determine if an issues exists.

(C) Error Adjustments. In the event an error is discovered in the amount billed in any statement rendered by the Company, such error shall be adjusted appropriately.

Security Deposit. The Company may at any time require Customer to post a security deposit. Such deposit shall not exceed two (2) months' (estimated) average bills.

(C) Indicates change in text of regulations
(N) Indicates new rates or regulations

RULES AND REGULATIONS
FOR THE TRANSPORTATION OF NATURAL GAS (Cont.)

GAS QUALITY

Determination of Btu Content. All gas received by Transporter will be delivered to the Point(s) of Delivery on a dekatherm-equivalent basis. In order to provide for dekatherm-equivalent deliveries, Transporter may attribute a Btu content to deliveries by either:

(a) testing by the gravity balance method at such times as meters are tested in compliance with the Commission's Rules & Regulations for the Government of Gas Utilities & Gas Pipeline Safety (1986), as the same may be amended from time to time;

(b) using reference points on the inlet pipeline (either upstream or downstream of the Shipper's meter connection);

(c) utilizing the system-wide average Btu content of gas delivered by Transporter; or

(d) such other method as mutually agreed upon by Transporter and Shipper.

Delivery Pressures. All quantities of gas delivered by Transporter to the Point(s) of Delivery shall be made at the pressures existing in Transporter's pipeline facilities from time to time.

Gas Quality Standards. All gas delivered by Transporter shall conform to the gas quality standards specified in currently effective Commission rules and regulations unless otherwise agreed to by the Company through a separate agreement. Gas delivered to Transporter at the Point(s) of Receipt by Shipper shall not contain an amount of water vapor exceeding seven (7) pounds per million cubic feet of gas on an approved dew point apparatus, or an amount of water vapor exceeding the quantity that is required for saturation of the gas at the flowing temperature and pressure of the gas; provided, however, no gas shall contain any water in the liquid state. All natural gas received shall be free from bacteria, dust, gums, gum-forming constituents, or other liquid or solid matter, nitrogen (no greater than three (3) mole %), carbon dioxide (no greater than two (2) mole %), oxygen (no greater than two tenths of one percent (0.2) mole %), total inert (no greater than five (5) mole %); hydrogen sulfide (no greater than twenty-five hundredths (0.25) grains per 100 cubic feet); total sulfur (no greater than ten (10) grains per 100 cubic feet), and other deleterious substances which may adversely affect its use as a fuel or use for other purposes, or be injurious to equipment, and machinery.

Possession of and Title to Gas. As between Transporter and Shipper, Transporter shall be deemed to be in control and possession of the gas to be transported upon receipt of such gas at the Point(s) of Receipt until it shall have been delivered to Shipper or for the account of Shipper at the Point(s) of Delivery. Shipper shall be deemed to be in control and possession of the gas prior to receipt by Transporter and after delivery to Shipper or for the account of Shipper. Title to all gas transported shall at all times rest in Shipper.

RULES AND REGULATIONS
FOR THE TRANSPORTATION OF NATURAL GAS (Cont.)

(C) **SUSPENSION OF OBLIGATIONS**

In the event either party is rendered unable, wholly or in part, by Force Majeure (as defined on Tariff Sheet No. 18) to carry out its obligations other than the obligation to make payments of amounts accrued and due at the time thereof, it is agreed that on such party's giving notice and full particulars of such Force Majeure in writing or by facsimile to the other party as soon as reasonably practicable after the occurrence of the cause relied on, the obligations of both parties, so far as they are affected by such Force Majeure, shall be suspended during the continuance of any inability so caused.

MISCELLANEOUS

Subjugation. Shipper's Transportation Agreement is entered into subject to any lawful action which the Commission may take respecting all obligations of the parties and all terms and conditions therein. Shipper's Transportation Agreement and the respective obligations of the parties hereunder are also subject to valid laws, orders, rules and regulations of all duly constituted authorities having jurisdiction. The interpretation and performance of Shipper's Transportation Agreement shall be in accordance with the laws of the State of West Virginia.

Lawful Obligations. Except as otherwise stated herein, any article or provision declared or rendered unlawful by a court of law or regulatory agency with jurisdiction over the parties or deemed unlawful because of a statutory change will not otherwise affect the lawful obligations that arise under the Shipper's Transportation Agreement.

Waivers. No waiver by either party of one or more defaults by the other in the performance of any provisions of this Tariff or Shipper's Transportation Agreement shall operate or be construed as a waiver of any other default or defaults, whether of a like or of a different character.

Successors. Any company which shall succeed by purchase, merger, or consolidation of the properties, substantially as an entirety, of Transporter or Shipper, 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 Tariff and Shipper's Transportation Agreement.

Assignability. No assignment of this Shipper's Transportation Agreement or any of the rights or obligations there under shall be made unless there first shall have been obtained the consent thereto in writing of the other party. Such consent shall not be unreasonably withheld.

Interpretation. The subject headings of the articles of this Tariff 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. Whenever the context requires it, the singular shall include the plural, and vice versa.

(N) Liability. The Company shall not be liable for any loss arising from or out of service under this tariff, including loss of gas in the possession of the Company. The Company makes no guarantee against, and assumes no liability for, interruptions of service. The Company also reserves the right to commingle gas of the customer with that of other suppliers.

The Company shall not be liable for loss of the customer's gas as a result of normal and prudent operations or steps taken to comply with any law, regulation, or order of any governmental agency having jurisdiction to regulate, allocate, or control gas supplies or the rendition of services thereunder, regardless of any defect in such law, regulation, or order.

(C) Indicates change in text of regulations
(N) Indicates new rates or regulations