

3.18 Materially Non-Conforming Service Agreements

The following service agreements are being listed in accordance with Section 154.112(b) of the Commission's regulations. This list of agreements will be updated to reflect new agreements containing material, non-conforming provisions, with the exception of an extension in the term of one of the agreements identified below.

Customer Name	Contract Number	Rate Schedule	Primary Term Begin Date
Algonquin Gas Transmission, LLC	400226	SS-1	11/01/1999
Ameren Illinois Company dba Ameren Illinois	400181	SS-1	11/01/1993
Arkansas Western Gas Company	400184	SS-1	05/01/1994
Bay State Gas Company	400193	SS-1	09/01/1994
Boston Gas Company d/b/a National Grid	400225	SS-1	11/01/1999
Brooklyn Union Gas Company d/b/a National Grid	400186	SS-1	06/01/1994
CenterPoint Energy Services, Inc.	910661	FT-1	11/01/2010
Chesapeake Utilities Corporation - Maryland Division	910807	FT-1	01/01/2011
Chesapeake Utilities Corporation - Delaware Division	910808	FT-1	01/01/2011
Colonial Gas Company d/b/a National Grid	400200	SS-1	11/01/2001
Columbia Gas Transmission Corporation	910587R1	FT-1	07/01/2006
Connecticut Natural Gas Corporation	400223	SS-1	12/01/1996
Connecticut Natural Gas Corporation	400229	SS-1	05/01/2004
Connecticut Natural Gas Corporation	800529	CDS	10/01/2003
ConocoPhillips Company	910662	FT-1	11/01/2010
ConocoPhillips Company	910882	FT-1	11/01/2011
Consolidated Edison Company of New York, Inc.	400224	SS-1	01/01/1999
Dominion Transmission, Inc.	800317	FT-1	12/01/2012
Entergy Arkansas, Inc.	910941	MLS-1	1/
EQT Energy, LLC	910900	FT-1	03/01/2012
KGen Hinds, LLC	830103	FT-1	04/01/2001
Liberty Utilities (Midstates)	400245	SS-1	08/01/2012
Liberty Utilities (Midstates)	400246	SS-1	08/01/2012
Liberty Utilities (Midstates)	910969	SCT	08/01/2012
Narragansett Electric Company (The) d/b/a National Grid	331722	FTS-7	11/01/1996
Narragansett Electric Company (The) d/b/a National Grid	331819	FTS-8	11/01/1996
Narragansett Electric Company (The) d/b/a National Grid	400185	SS-1	05/01/1994
Narragansett Electric Company (The) d/b/a National Grid	400221	SS-1	06/01/1996
New England Gas Company - Fall River	400187	SS-1	09/01/1994
New England Gas Company - North Attleboro	400220	SS-1	10/01/1995
New Jersey Natural Gas Company	331724	FTS-7	11/01/2002
New Jersey Natural Gas Company	331821	FTS-8	11/01/2002
New Jersey Natural Gas Company	400188	SS-1	11/01/1999
New Jersey Natural Gas Company	910610	FT-1	11/01/2008
Nstar Gas Company	331723	FTS-7	11/01/1996
Nstar Gas Company	331820	FTS-8	11/01/1996
Nstar Gas Company	800527	CDS	10/01/2003
Orange and Rockland Utilities, Inc.	400216	SS-1	11/01/1994

Customer Name	Contract Number	Rate Schedule	Primary Term Begin Date
Paulsboro Refining Company LLC	800526	FT-1	12/04/1998
Peco Energy Company	400120	SS-1	07/01/2003
Philadelphia Gas Works	331725	FTS-7	11/01/1996
Philadelphia Gas Works	331822	FTS-8	11/01/1996
Pivotal Utility Holdings, Inc.	400196	SS-1	10/01/1994
PPL EnergyPlus, LLC	910663	FT-1	11/01/2010
PSEG Power, LLC	400241	SS-1	11/01/2007
Shell Energy North America (US), L.P.	910791	FT-1	10/01/2010
Southern Connecticut Gas Company	400192	SS-1	05/01/1994
Southern Connecticut Gas Company	400233	SS-1	05/01/2004
Southern Connecticut Gas Company	800304	CDS	10/01/2003
UGI Central Penn Gas, Inc.	400190	SS-1	05/01/1994
Union Electric Company DBA AmerenUE	400211	SS-1	05/01/1999
Union Electric Company DBA AmerenUE	400237	SS-1	07/01/2006
Union Electric Company DBA AmerenUE	800241	CDS	11/01/1997
Union Electric Company DBA AmerenUE	800242	FT-1	11/01/1997
Yankee Gas Services Company	400191	SS-1	09/01/1994

- 1/ This agreement will become effective upon the permanent release of capacity under Contract No. 910757 to Entergy Arkansas, Inc.

Texas Eastern Transmission, LP

FERC NGA Gas Tariff

Filed Agreements

Effective on December 1, 2012

(Version 0.0.0, Section 14.) **Dominion Transmission - contract 800317**

Option Code "A"

SERVICE AGREEMENT
FOR RATE SCHEDULE FT-1

Date: Nov. 26, 2012

Contract No. 800317-R2

SERVICE AGREEMENT

This AGREEMENT is entered into by and between Texas Eastern Transmission, LP, ("Pipeline") and DOMINION TRANSMISSION, INC. ("Customer").

WHEREAS, Customer and Pipeline are currently parties to an executed service agreement dated May 24, 1993, under Pipeline's Rate Schedule FT-1 (Pipeline's Contract No. 800317R1); and

WHEREAS, Customer and Pipeline desire to enter into this Service Agreement to supersede Pipeline's currently effective Contract No. 800317R1;

NOW THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the parties do agree as follows:

1. Pipeline shall deliver and Customer shall take and pay for service pursuant to the terms of this Agreement and subject to Pipeline's Rate Schedule FT-1 and the General Terms and Conditions of Pipeline's Tariff, which are incorporated herein by reference and made a part hereof.
2. The Maximum Daily Quantity (MDQ) for service under this Agreement and any right to increase or decrease the MDQ during the term of this Agreement are listed on Exhibit D attached hereto. The Point(s) of Receipt and Point(s) of Delivery, respectively, are listed on Exhibits A and B attached hereto. Customer's Zone Boundary Entry Quantity and Zone Boundary Exit Quantity for each of Pipeline's Zones are specified on Exhibit C attached hereto. Exhibit(s) A, B, C, and D are incorporated herein by reference and made a part hereof.

Pipeline shall not be obligated to, but may at its discretion, receive at any Point of Receipt on any Day a Quantity of Gas in excess of the applicable Maximum Daily Receipt Obligation (MDRO), plus Applicable Shrinkage, but shall not receive in the aggregate at all Points of Receipt on any Day a Quantity of Gas in excess of the applicable MDQ, plus Applicable Shrinkage. Pipeline shall not be obligated to, but may at its discretion, deliver at any Point of Delivery on any Day a Quantity of Gas in excess of the applicable Maximum Daily Delivery Obligation (MDDO), but shall not deliver in the aggregate at all Points of Delivery on any Day a Quantity of Gas in excess of the applicable MDQ.

3. This Agreement shall be effective on December 1, 2012 and shall continue for a term ending on and including October 31, 2014 ("Primary Term") and shall remain in force from year to year thereafter unless terminated by either party upon 1 year prior written notice prior to the end of the Primary Term or any successive term thereof. This Agreement may be terminated at any time by Pipeline in the event Customer fails to pay part or all of the amount of any bill for service hereunder and such failure continues for thirty (30) days after payment is due; provided, Pipeline gives thirty (30) days prior written notice to Customer of such termination and provided further such termination shall not be effective if, prior to the date of termination, Customer either pays such outstanding bill or furnishes a good and sufficient surety bond or other form of security reasonably acceptable to Pipeline guaranteeing payment to Pipeline of such outstanding bill. Any portions of this Agreement necessary to correct or cash-out imbalances under this Agreement as required by the General Terms and Conditions of Pipeline's Tariff shall survive the other parts of this Agreement until such time as such balancing has been accomplished.

If this Agreement qualifies as a "ROFR Agreement" as defined in the General Terms and Conditions of Pipeline's Tariff, the provision of a termination notice by either Customer or Pipeline, pursuant to this article 3, a notice of partial reduction in MDQ pursuant to Exhibit D or the expiration of this Agreement of its own terms triggers Customer's right of first refusal under Section 3.13 of the General Terms and Conditions of Pipeline's Gas Tariff.

4. Maximum rates, charges, and fees shall be applicable to service pursuant to this Agreement except during the specified term of a discounted rate or a Negotiated Rate to which Customer and Pipeline have agreed. Provisions governing such discounted rate shall be as specified in the Discount Confirmation to this Agreement. Provisions governing such Negotiated Rate and term shall be as specified on an appropriate Statement of Negotiated Rates filed, with the consent of Customer, as part of Pipeline's Tariff. It is further agreed that Pipeline may seek authorization from the Commission and/or other appropriate body at any time and from time to time to change any rates, charges or other provisions in the applicable Rate Schedule and General Terms and Conditions of Pipeline's Tariff, and Pipeline shall have the right to place such changes in effect in accordance with the Natural Gas Act. Notwithstanding the foregoing, Customer does not agree that Pipeline shall have the unilateral right without the consent of Customer subsequent to the execution of this Agreement and Pipeline shall not have the right during the effectiveness of this Agreement to make any filings pursuant to Section 4 of the Natural Gas Act to change the MDQ, the term of the

agreement, the Point(s) of Receipt, the Point(s) of Delivery, or the firm character of the service hereunder. Nothing contained herein shall be construed to deny Customer any rights it may have under the Natural Gas Act, including the right to participate fully in rate or other proceedings by intervention or otherwise to contest such changes in whole or in part.

5. All Natural Gas tendered to Pipeline for Customer's account shall conform to the quality specifications set forth in Section 5 of Pipeline's General Terms and Conditions. Customer agrees that in the event Customer tenders for service hereunder and Pipeline agrees to accept Natural Gas which does not comply with Pipeline's quality specifications, as expressly provided for in Section 5 of Pipeline's General Terms and Conditions, Customer shall pay all costs associated with processing of such Gas as necessary to comply with such quality specifications. Customer shall execute or cause its supplier to execute, if such supplier has retained processing rights to the Gas delivered to Customer, the appropriate agreements prior to the commencement of service for the transportation and processing of any liquefiable hydrocarbons and any PVR quantities associated with the processing of Gas received by Pipeline at the Point(s) of Receipt under such Customer's service agreement. In addition, subject to the execution of appropriate agreements, Pipeline is willing to transport liquids associated with the Gas produced and tendered for transportation hereunder.
6. Unless otherwise required in the Tariff, all notices shall be in writing and shall be considered duly delivered when mailed to the applicable address below or transmitted via facsimile. Customer or Pipeline may change the addresses or other information below by written notice to the other without the necessity of amending this Agreement:

Pipeline: TEXAS EASTERN TRANSMISSION, LP
5400 WESTHEIMER COURT
HOUSTON, TX 77056-5310

Customer: DOMINION TRANSMISSION, INC.
701 EAST CARY STREET, 5TH FLOOR
RICHMOND, VA 23219-3927

7. The interpretation and performance of this Agreement shall be in accordance with the laws of the state of TEXAS, excluding conflicts of law principles that would require the application of the laws of a different jurisdiction.
8. This Agreement supersedes and cancels, as of the effective date of this Agreement, the contract(s) between the parties hereto as described below:

All prior contract(s) between the parties related to the service hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Officers and/or Representatives thereunto duly authorized to be effective as of the date stated above.

DOMINION TRANSMISSION, INC.

By: _____


Director



TEXAS EASTERN TRANSMISSION, LP

by its General Partner

Spectra Energy Transmission Services, LLC

By: _____



**EXHIBIT A, TRANSPORTATION PATHS
FOR BILLING PURPOSES, DATED Nov. 26, 2012,
TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE FT-1
BETWEEN TEXAS EASTERN TRANSMISSION, LP ("Pipeline")
AND DOMINION TRANSMISSION, INC. ("Customer")
DATED Nov 26, 2012**

(1) Customer's firm Point(s) of Receipt:

Point of Receipt	Description	Maximum Daily Receipt Obligation (plus Applicable Shrinkage) (dth)	Measurement Responsibilities	Owner	Operator
75868 *	DOMINION TRANSMISSION CRAYNE REC72868/DEL76868 GREENE CO., PA	30,000	TX EAST TRAN	DOMIN TRANS	DOMIN TRANS

(2) Customer shall have Pipeline's Master Receipt Point List ("MRPL"). Customer hereby agrees that Pipeline's MRPL as revised and published by Pipeline from time to time is incorporated herein by reference.

* Minimum Receipt Pressure Obligation of 925 PSIG.

Transportation Path	Transportation Path Quantity
M2 to M3	30,000

SIGNED FOR IDENTIFICATION:

PIPELINE: 

CUSTOMER: 

SUPERSEDES EXHIBIT A DATED N/A

**EXHIBIT B, POINT(S) OF DELIVERY, DATED Nov 26, 2012,
TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE FT-1
BETWEEN TEXAS EASTERN TRANSMISSION, LP ("Pipeline")
AND DOMINION TRANSMISSION, INC. ("Customer")
DATED Nov. 26, 2012**

Point of Delivery	Description	Maximum Daily Delivery Obligation (dth)	Delivery Pressure Obligation	Measurement Responsibilities	Owner	Operator
71745	DOMINION TRANSMISSION INC - CHAMBERSBURG, PA FRANKLIN CO., PA	30,000	AT ANY PRESSURE REQUESTED BY CUSTOMER NOT LESS THAN 700 PSIG NOR MORE THAN PIPELINE'S OPERATING PRESSURE AT THE POINT OF DELIVERY, AS SUCH PRESSURE MAY CHANGE FROM TIME TO TIME	TX EAST TRAN	CON GAS TRAN	DOMIN TRANS

SIGNED FOR IDENTIFICATION:

PIPELINE: _____

CUSTOMER: _____

SUPERSEDES EXHIBIT B DATED N/A

Legal Approved by MFC, Asset Planning Approved by JDH, Credit Approved by HVP

**EXHIBIT C, ZONE BOUNDARY ENTRY QUANTITY
AND ZONE BOUNDARY EXIT QUANTITY, DATED Nov 26, 2012,
TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE FT-1
BETWEEN TEXAS EASTERN TRANSMISSION, LP ("Pipeline")
AND DOMINION TRANSMISSION, INC. ("Customer")
DATED Nov 26, 2012**

**ZONE BOUNDARY ENTRY QUANTITY
Dth/D**

FROM	TO					
	M1-24	M1-30	M2-24	M2-30	M2	M3
ETX						
ELA						
M1-24						
M1-30						
M2-24						
M2-30						
M2						30,000
M3						

**EXHIBIT C, ZONE BOUNDARY ENTRY QUANTITY
AND ZONE BOUNDARY EXIT QUANTITY, DATED Nov 26, 2012,**

**ZONE BOUNDARY EXIT QUANTITY
Dth/D**

FROM	TO					
	M1-24	M1-30	M2-24	M2-30	M2	M3
M1-24						
M1-30						
M2-24						
M2-30						
M2						30,000
M3						

SIGNED FOR IDENTIFICATION:

PIPELINE: _____

CUSTOMER: _____

SUPERSEDES EXHIBIT C DATED N/A

EXHIBIT D, TRANSPORTATION QUANTITIES,
DATED Nov 26, 2012,
TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE FT-1
BETWEEN TEXAS EASTERN TRANSMISSION, LP ("Pipeline")
AND DOMINION TRANSMISSION, INC. ("Customer")
DATED Nov 26, 2012

MAXIMUM DAILY QUANTITY (MDQ): 30,000 Dth

Dth Period

PARTIAL QUANTITY REDUCTION RIGHTS: Customer elects to partially reduce Customer's Maximum Daily Quantity by N/A Dth as of N/A, or any subsequent anniversary date, upon providing N/A year(s) prior written notice to Pipeline.

Pipeline and Customer agree that, if this Agreement qualifies as a "ROFR Agreement", (i) the foregoing contractual right to partially reduce Customer's MDQ is in addition to and not in lieu of any ROFR right to reduce Customer's MDQ on a non-geographic basis upon termination or expiration of this service agreement and (ii) only the partial reduction pursuant to the foregoing contractual right to partially reduce Customer's MDQ is subject to the ROFR procedures specified in the General Terms and Conditions of Pipeline's Tariff and Customer may retain the balance of the MDQ without being subject to the ROFR procedures.

PIPELINE: _____

CUSTOMER: _____

SUPERSEDES EXHIBIT D DATED N/A

Legal Approved by MFC, Asset Planning Approved by JDH, Credit Approved by HVP