

CURTAILMENT OF SERVICE UNDER NCUC RULE R6-19.2  
AND EMERGENCY SERVICES - RIDER A

1. Company shall curtail service to its Customers in accordance with Rule R6-19.2, as promulgated, and amended from time to time, by the Commission.
2. Company does not maintain metering by priority but shall do so if required by Rule R6-19.2.
3. Nothing shall be construed to require Company to curtail any Customer if such curtailment will not make additional Gas available for Service to higher margin Customers.
4. The definition of alternate fuel in Rule R6-19.2 applies only to the priority system. For purposes of Company's Rate Schedules, alternate fuel capability is defined as the actual installed capability to burn any fuel other than Gas. An alternate fuel is that fuel which is predominately burned when Service is curtailed and includes the type, grade, and sulfur content of the fuel.
5. The cost of Gas for Emergency Service under this Rider A and for Unauthorized Gas under Company's Rate Schedules is calculated by using the higher of: (a) the monthly contract index price for the applicable month as published in Inside F.E.R.C.'s Gas Market Report, "Prices of Spot Gas Delivered to Pipelines," "Transcontinental Gas Pipe Line Corp. - Zone 3 (pooling points)," "Index," plus the one hundred percent (100%) load factor rate under Transcontinental Gas Pipe Line Company LLC's currently effective Rate Schedule FT for deliveries from Zone 3 to Zone 5, including applicable fuel retention and surcharges, or (b) the absolute high price for the day of consumption as published in Gas Daily in the "Daily price survey," "Citygates," "Transco, zone 5 delivered," "Absolute," high end of the range. For days of consumption when Gas Daily is not published, the daily price published by Gas Daily on the nearest subsequent day shall be used.
6. Emergency Service shall be made available to any Customer during a curtailment under this Rider A up to a maximum of 10 Dekatherms per day at the rate for Emergency Service set forth in the currently effective Summary of Rates and Charges of Company's Tariff, plus the cost of the Gas supplied as calculated under paragraph 5 of this Rider A.
7. Additional Emergency Service may be made available to any Customer that would otherwise be curtailed under this Rider A if such Customer is unable to continue operations on its standby or alternate energy source because of some bona fide existing or threatened emergency when and if Company has Gas available from its regular allocated storage volumes or some outside source other than its regular services. Company, in its sole discretion, may furnish such additional Emergency Service for such specific times and for such specific controlled quantities at the rate for Emergency Service set forth in the currently effective Summary of Rates and Charges of Company's Tariff, plus the cost of the Gas supplied as calculated under paragraph 5 of this Rider A. Such Emergency Service is of a discretionary nature and implies no present or future obligation of Company to any Customer to provide any such Service on either a temporary or continuing basis. Deliveries of Gas hereunder shall be made pursuant only to advance operating arrangements agreed to in writing by Company's Gas Control and the Customer and shall be subject to curtailment and interruption at any time that Company in its sole discretion deems such curtailment or interruption necessary.
8. Company shall not be liable for any damages that may result to Customer or any other person, firm, or corporation, by reason of Company's curtailing Service or Emergency Service in accordance with any order of priorities which may be necessary under existing conditions.
9. All programs, agreements, contracts, Rate Schedules, and rules and regulations for Service by Company are subject to change and modification from time to time by Company, as such are approved by the Commission or otherwise imposed by lawful authority.