

Piedmont Natural Gas Company
North Carolina
Index of Tariff & Service Regulations

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**RATE SCHEDULE 101
RESIDENTIAL SERVICE**

Applicability and Character of Service

Gas Service under this Rate Schedule is available in the area served by the Company in the State of North Carolina to a residential unit which is individually metered and to family care homes as defined in G.S.168-21, upon application to and consent by the Company to such Service, as provided in the Company's Service Regulations. The nature of Service provided by Company to Customer under this Rate Schedule is firm sales Service.

Rates and Charges

The rates to be charged for gas Service pursuant to this Rate Schedule are set forth on the Company's "Rates and Charges" tariff sheet and may be viewed at the Company's Web Site at www.piedmontng.com. A copy of the "Rates and Charges" tariff sheet is also on file with the North Carolina Utilities Commission and available from the Company. Rates are subject adjustment from time to time with the approval of the North Carolina Utilities Commission.

Payment of Bills

Bills are net and due upon receipt. Bills become past due 25 days after bill date.

Late Payment Charge

A late payment charge of 1% per month will be applied to all balances not paid prior to the next month's billing date.

Service Interruption and Curtailment

Gas Service under this Rate Schedule is subject to the provisions contained with Rate Schedule 106, "Schedule for Limiting and Curtailing Service," and the Company's Service Regulations.

Applicable Documents Defining Obligations of the Company and Its Customers

The applicable documents defining the obligations of the Company and its Customers are those described in Section 3 of the Company's Service Regulations.

**RATE SCHEDULE 102
SMALL GENERAL SERVICE**

Applicability and Character of Service

Gas Service under this Rate Schedule is available in the area served by the Company in the State of North Carolina to any full requirements non-residential Customer whose average daily usage is less than 20 dekatherms per day, upon application to and consent by the Company to such Service, as provided in the Company's Service Regulations. Average daily gas usage will be based on the Customer's usage during the most recent past calendar year ended on December 31 and adjusted for cycle length. Availability of this Rate Schedule for new Customers or for Customers without at least one full year of usage history will be based on reasonably anticipated usage.

The nature of Service provided by Company to Customer under this Rate Schedule is firm sales Service. Any reclassification or change in quantity or character of Service to Customer will be subject to the procedures set forth in the Company's Service Regulations.

At its option, a family care home, as defined in G.S. 168-21, may elect service under Rate Schedule 101 – Residential.

Rates and Charges

The rates to be charged for gas Service pursuant to this Rate Schedule are set forth on the Company's "Rates and Charges" tariff sheet and may be viewed at the Company's Web Site at www.piedmontng.com. A copy of the "Rates and Charges" tariff sheet is also on file with the North Carolina Utilities Commission and available from the Company. Rates are subject to adjustment from time to time with the approval of the North Carolina Utilities Commission.

Payment of Bills

Bills are net and due upon receipt. Bills become past due 15 days after bill date.

Late Payment Charge

A late payment charge of 1% per month will be applied to all balances not paid prior to the next month's billing date.

Service Interruption and Curtailment

Gas Service under this Rate Schedule is subject to the provisions contained within Rate Schedule 106, "Schedule for Limiting and Curtailing Service," and the Company's Service Regulations.

Applicable Documents Defining Obligations of the Company and Its Customers

The applicable documents defining the obligations of the Company and its Customers are those described in Section 3 of the Company's Service Regulations.

**RATE SCHEDULE 103
LARGE GENERAL SALES SERVICE**

Availability

Gas Service under this Rate Schedule is available in the area served by the Company in the State of North Carolina to any full requirements non-residential Customer whose average daily gas usage is reasonably anticipated to equal or exceed 50 dekatherms per day, upon application to and consent by the Company to such Service, as provided in the Company's Service Regulations.

Upon commencement of Service under this Rate Schedule, any reclassification or change in quantity or character of Service to Customer shall be subject to the provisions of this Rate Schedule 103 and the procedures set forth in the Company's Service Regulations.

Character of Service

The nature of Service provided by Company to Customer under this Rate Schedule is firm sales Service.

Once a qualified Customer is approved by the Company for Service under this Rate Schedule, all services will be provided under the terms and conditions of this Rate Schedule for a term extending through the following May 31. Subject to the requirements set forth above, a Customer may, subject to the consent of the Company, elect to discontinue Service under this Rate Schedule and receive Service under Rate Schedule 113 by giving written notice to the Company prior to March 1 of any year. The Company will not withhold such consent provided (a) the Company continues to offer large general transportation Service under Rate Schedule 113, (b) the Company is able to provide Service under Rate Schedule 113 under commercially reasonable terms and conditions, and (c) the analyses applicable to reclassifications or changes in Service set forth in the Company's Service Regulations support such consent. If timely notice is received from Customer and consent is provided by Company, the Customer shall discontinue Service under this Rate Schedule and Company shall provide service under Rate Schedule 113 effective the first June 1 following the notice.

All gas delivered pursuant to this Rate Schedule shall be metered by the Company separately from any gas delivered to Customer under any of the Company's other Rate Schedules.

Rates and Charges

The rates to be charged for gas service pursuant to this Rate Schedule are set forth on the Company's "Rates and Charges" tariff sheet and may be viewed at the Company's Web Site at www.piedmontng.com. A copy of the "Rates and Charges" tariff sheet is also on file with the North Carolina Utilities Commission and available from the Company. Rates are subject to adjustment from time to time with the approval of the North Carolina Utilities Commission.

Billing Demand

A Customer's billing demand determinant shall be the highest daily usage during the period from November 1 to March 31 of the previous winter period as metered and reported to the Company by the telemetering equipment installed by the Company.

Changes to the Customer's billing demand determinant will become effective June 1 of each year.

Issued by Thomas E. Skains, Chairman, President and CEO
Issued to comply with authority granted by the
North Carolina Utilities Commission in
Docket No. G-9, Sub 550

Issued: 10/30/2008
Effective: 11/01/2008

**RATE SCHEDULE 103
LARGE GENERAL SALES SERVICE**

For Customers commencing initial gas service under this Rate Schedule, the billing demand shall be the highest actual daily consumption to date during that initial partial year, but shall be a minimum of 50 dekatherms. If a Customer has received gas Service from the Company prior to receiving Service under this Rate Schedule but does not have daily telemetered records to determine peak day usage as described above, the Company shall use 6% of that Customer's highest previous winter month's consumption for the billing demand determinant.

The calculation of Customer billing determinants hereunder shall not create any right to Service at a specified level. All changes to character or quantity of Service shall be subject to the Company's consent based on the evaluation and analysis described in the Company's Service Regulations.

Volumetric Charges

The rate per therm shall be billed on the quantity of gas delivered by Company to Customer.

Payment of Bills

Bills are net and due upon receipt. Bills become past due 15 days after bill date.

Late Payment Charge

A late payment charge of 1% per month will be applied to all balances not paid prior to the next month's billing date.

Service Interruption and Curtailment

Gas Service under this Rate Schedule is subject to the provisions contained within Rate Schedule 106, "Schedule for Limiting and Curtailing Service," and the Company's Service Regulations.

Applicable Documents Defining Obligations of the Company and Its Customers

The applicable documents defining the obligations of the Company and its Customers are those described in Section 3 of the Company's Service Regulations.

**RATE SCHEDULE 104
INTERRUPTIBLE SALES SERVICE**

Availability

Gas Service under this Rate Schedule is available in the area served by the Company in the State of North Carolina on an interruptible basis to any full requirements non-residential Customer whose average daily gas usage is reasonably anticipated to equal or exceed 50 dekatherms per day, upon application to and consent by the Company to such Service, as provided in the Company's Service Regulations.

Upon commencement of Service under this Rate Schedule, any reclassification or change in quantity or character of Service to Customer shall be subject to the provisions of this Rate Schedule 104 and the procedures set forth in the Company's Service Regulations.

Character of Service

The nature of Service provided by Company to Customer under this Rate Schedule is interruptible sales Service.

Once a qualified Customer is approved by the Company for Service under this Rate Schedule, all Services will be provided under the terms and conditions of this Rate Schedule for a term extending through the following May 31. Subject to the requirements set forth above, a Customer may, subject to the consent of the Company, elect to discontinue Service under this Rate Schedule and receive Service under Rate Schedule 114 by giving written notice to the Company prior to March 1 of any year. The Company will not withhold such consent provided (a) the Company continues to offer large general interruptible transportation Service under Rate Schedule 114, (b) the Company is able to provide Service under Rate Schedule 114 under commercially reasonable terms and conditions, and (c) the analyses applicable to reclassifications or changes in Service set forth in the Company's Service Regulations support such consent. If timely notice is received from Customer and consent is provided by Company, the Customer shall discontinue Service under this Rate Schedule and Company shall provide service under Rate Schedule 114 effective the first June 1 following the notice.

All gas delivered pursuant to this Rate Schedule shall be metered by the Company separately from any gas delivered to Customer under any of the Company's other Rate Schedules.

Standby Alternate Fuel Capability Requirement

Customers purchasing gas pursuant to this Rate Schedule shall maintain, in useable condition, alternate fuel facilities with ample on-site alternate fuel capability for supplying 100% of the establishment's gas requirements during periods of gas interruption or curtailment. Such interruption or curtailment shall be immediately effective upon verbal or written notification by the Company and Customer shall refrain from using gas until permitted to do so by the Company. It is understood and agreed that the Company will have the right to suspend gas Service without further notice to the Customer in the event Customer fails to curtail Customer's use of gas in accordance with the Company's notice of curtailment.

**RATE SCHEDULE 104
INTERRUPTIBLE SALES SERVICE**

Rates and Charges

The rates to be charged for gas Service pursuant to this Rate Schedule are set forth on the Company's "Rates and Charges" tariff sheet and may be viewed at the Company's Web Site at www.piedmontng.com. A copy of the "Rates and Charges" tariff sheet is also on file with the North Carolina Utilities Commission and available from the Company. Rates are subject to adjustment from time to time with the approval of the North Carolina Utilities Commission.

Volumetric Charges

The rate per therm shall be billed on the quantity of gas delivered by Company to Customer.

Payment of Bills

Bills are net and due upon receipt. Bills become past due 15 days after bill date.

Late Payment Charge

A late payment charge of 1% per month will be applied to all balances not paid prior to the next month's billing date.

Service Interruption and Curtailment

Gas Service under this Rate Schedule is subject to the provisions contained within Rate Schedule 106, "Schedule for Limiting and Curtailing Service" and the Company's Service Regulations.

Applicable Documents Defining Obligations of the Company and Its Customers

The applicable documents defining the obligations of the Company and its Customers are those described in Section 3 of the Company's Service Regulations.

RATE SCHEDULE 105 OUTDOOR GASLIGHT SERVICE

Applicability and Character of Service

Gas Service under this Rate Schedule is available in the area served with natural gas by the Company in the State of North Carolina to Customers with non-metered gas, when a meter cannot easily be installed, in mantle-equipped outdoor gas lights, upon application to and consent by the Company to such Service, as provided in the Company's Service Regulations.

Rates and Charges

The rates to be charged for gas Service for each gas light pursuant to this Rate Schedule are set forth on the Company's "Rates and Charges" tariff sheet and may be viewed at the Company's Web Site at www.piedmontng.com. A copy of the "Rates and Charges" tariff sheet is also on file with the North Carolina Utilities Commission and available from the Company. Rates are subject to adjustment from time to time with the approval of the North Carolina Utilities Commission.

Payment of Bills

Bills are net and due upon receipt. Bills become past due 25 days after bill date.

Late Payment Charge

A late payment charge of 1% per month will be applied to all balances not paid prior to the next month's billing date.

Service Interruption and Curtailment

Gas Service under this Rate Schedule is subject to the provisions contained within Rate Schedule 106, "Schedule for Limiting and Curtailing Service," and the Company's Service Regulations.

Applicable Documents Defining Obligations of the Company and Its Customers

The applicable documents defining the obligations of the Company and its Customers are those described in Section 3 of the Company's Service Regulations.

RATE SCHEDULE 106

SCHEDULE FOR LIMITING AND CURTAILING SERVICE

Applicability and Character of Service

This Service Schedule defines the types of curtailment or interruption that the Company may invoke for Customers with interruptible Service from time to time due to the occurrence of extreme weather conditions, operating condition constraints, Force Majeure events, or other causes for limitation of Service specified in the Company's Service Regulations and Rate Schedules and describes the process and procedures to be followed in the implementation of gas Service restrictions.

Curtailment of Service

Whenever the Company curtails Service pursuant to the Service Regulations and/or Rate Schedules, Service shall be curtailed in accordance with the provisions and priorities set forth in the Service Regulations. Upon curtailment of Service to Customers receiving redelivery Service from the Company, such Customers shall take all reasonably available measures to adjust their deliveries to the Company in order to minimize any imbalances on upstream pipelines. Customer shall be responsible for resolving all such imbalances on upstream pipelines.

Emergency Service

The Company will make every reasonable effort to deliver plant protection volumes to industrial and commercial Customers that do not have standby fuel systems sufficient to prevent damage to facilities or danger to personnel, or to Customers that find it impossible to continue operations on the Customer's standby or alternate energy source as a result of a bona fide existing or threatened emergency. This includes the protection of such existing material in process that would otherwise be destroyed, or deliveries required to maintain plant production. All emergency gas Service is interruptible and is of a discretionary nature on the part of the Company and implies no present or future obligation of the Company to any Customer to provide such Service on either a temporary or continuing basis. Deliveries of emergency Service hereunder shall be made pursuant only to advance operating arrangements between the Company's authorized personnel and the Customer and shall be subject to curtailment and interruption at any time should the Company deem it necessary.

Rate for Emergency Service

If the Company has authorized the Customer to consume limited quantities of emergency gas as provided in the above paragraph, then all gas so delivered by the Company to the Customer will be at a rate set forth on the Company's "Rates and Charges" tariff sheet plus the higher of two commodity indices - a "Monthly Contract Price" or a "Daily Price" - for each dekatherm of consumption. "Monthly Contract" shall be defined as the monthly contract index price for the applicable calendar month as first published in Inside F.E.R.C.'s - Gas Market Report in the table titled "Prices of Spot Gas Delivered to Pipelines" under the heading "Transcontinental Gas Pipe Line Corp. - Zone 3 (pooling points)" in the column titled "Index", plus Transco's zone 3 to zone 5 IT transportation rate inclusive of all surcharges and fuel. "Daily Price" shall be defined as the daily price for gas defined by Gas Daily as stated in the "Daily Price Survey", "Citygates", "Transco Z6 (non-NY)", "Midpoint" price. For days of gas delivery when the Gas Daily is not published, the Gas Daily price shall equal the price as published on the nearest subsequent day by Gas Daily. The gas delivery to Customer will continue to be billed hereunder until the Company

RATE SCHEDULE 106

SCHEDULE FOR LIMITING AND CURTAILING SERVICE

notifies the Customer that either (1) further gas sales or redelivery may be made under the Customer's regular Rate Schedule or (2) complete curtailment is unavoidable and that further gas sales and redelivery will be considered unauthorized.

Unauthorized Over Run Penalty

If at any time a Customer fails to discontinue the consumption of gas after being directed to do so by the Company pursuant to an Operational Order, or otherwise takes gas at levels in excess of the quantities specified by the Company or in violation of the provisions of the Company's Rate Schedules or Service Regulations, such quantities shall constitute an unauthorized over run volume. For each dekatherm of such unauthorized over run volume taken by such Customer, such Customer shall pay to the Company a rate set forth on the Company's "Rates and Charges" tariff sheet plus the higher of two gas commodity indices - a "Monthly Contract Price" or a "Daily Price" as both are defined above plus the maximum transportation unit rate for Rate Schedule 114. Customers that take unauthorized over run volumes shall be further subject to immediate termination of Service or disconnection from the Company's system. In the event of such termination of Service or disconnection, service shall not be restored until the reconnection fee specified in the Company's Service Regulations has been paid by Customer to Company.

The Customer's consumption will continue to be unauthorized until the Company notifies the Customer that either (1) further gas sales or redelivery may be made under the Customer's regular Rate Schedule or (2) the Company agrees to provide Emergency Service under this Rate Schedule or (3) the Company terminates flow at the valve.

The Customer shall be liable for the above charges together with and in addition to any incremental charges or assessments (including, but not limited to penalties) by the upstream interstate pipeline during the time of the unauthorized usage by such Customer. The payment of a penalty for unauthorized over run volumes shall not under any circumstances be considered as giving any such Customer the right to take unauthorized over-run volumes, nor shall such payment be considered as a substitute for any other remedies available to the Company or any other Customer against the offending Customer for failure to adhere to its obligations under the provisions of this Rate Schedule.

Payment of Bills

Bills are net and due upon receipt. Bills become past due 15 days after bill date.

Late Payment Charge

A late payment charge of 1% per month will be applied to all balances not paid prior to the next month's billing date.

Applicable Documents Defining Obligations of the Company and Its Customers

The applicable documents defining the obligations of the Company and its Customers are those described in Section 3 of the Company's Service Regulations.

RATE SCHEDULE 107

BALANCING, CASH-OUT, AND AGENCY AUTHORIZATION

Applicability

The provisions of this Rate Schedule 107 shall apply to all tariffed transportation services provided by the Company under Rate Schedules 113, 114, T-10, and T-12, as well as all transportation special contracts, unless expressly provided otherwise therein.

Limitations on Intra-month Imbalances

Receipts and deliveries of gas hereunder shall be at uniform rates of flow with no significant fluctuations or imbalances. Customers (or its Agent) are responsible to match daily gas deliveries into the Company's system with daily gas consumption by Customer as closely as possible. Any imbalances shall be corrected by the Customer (or its Agent), insofar as practicable, during the month in which they occur. Customers (or its Agent) are expected to proactively manage intra-month imbalances. Customer (or its Agent) may adjust its daily nominations during a month in order to correct any accumulated imbalance and maintain a monthly balance subject to the operating limitations of the Company. The Company reserves the right to limit the amount of such imbalances to avoid operating problems, comply with balancing requirements of the upstream pipeline(s), and to mitigate the need to acquire additional daily supply at prices that would adversely affect sales customers. The Customer (or its Agent) will be responsible for any imbalance charges assessed by upstream pipeline(s) in connection with any gas transported by the Customer under this Rate Schedule.

In the event Customer (or its Agent) fails to abide by the requirements set forth above, the Company shall have the right to curtail deliveries to Customer (Customers in a transportation pool operated by a single Agent will be curtailed on a pro rata basis based on nominated quantities) if an imbalance is negative or reducing Customer's nominated quantities if an imbalance is positive. The Customer will be responsible for any imbalance charges assessed by upstream pipeline(s) in connection with any gas transported by the Customer. The Company reserves the right to take other reasonable action to mitigate system operational problems. The Company will use its reasonable efforts to notify the Customer or the Customer's Agent before proceeding with a unilateral nomination reduction or delivery curtailment and will notify Customer of any reduction to Customer's nomination that has been instituted by the Company. The Company reserves the right to initiate Standby Sales Service if elected by the Customer pursuant to Rate Schedule 113 when, in the judgment of the Company, such action is necessary to reduce or eliminate operational problems resulting from the gas imbalances of the Customer. The Company will use reasonable efforts to notify the Customer or the Customers' Agent before initiating Standby Sales Service hereunder.

By 11:30 am Eastern Time on the fifth business day prior to the beginning of each month, the Customer must inform the Company of the nominating Agent for gas to be transported. If no notification to the contrary is provided, the Agent providing service during the prior month shall be deemed to be the nominating Agent by default. By 11:30 am Eastern Time on the fourth business day prior to the beginning of each month, the Customer shall submit a timely and valid nomination for transportation. Changes to nominations for gas transportation within the month are due by 11:30 am Eastern Time on the day prior to gas flow. Company will have no obligation to accommodate intraday nomination changes.

RATE SCHEDULE 107 BALANCING, CASH-OUT, AND AGENCY AUTHORIZATION

Balancing On Upstream Pipeline(s)

It shall be the Customer's responsibility to remain in balance on a daily and monthly basis with upstream pipeline(s) to avoid any assessment of penalties by such pipeline(s) against the Company. If the Company is assessed a penalty by an upstream pipeline, the Company shall have the right to pass-through all such penalties to the Customer or its Agent if the Customer has had an imbalance with the Company during the period for which the penalty was assessed.

Monthly Imbalance Resolution

Any differences between the monthly quantities delivered to the Company's city gate facilities for the account of the Customer monthly, and the monthly quantities consumed by the Customer as metered by the Company, shall be the monthly imbalance. The Percentage of Imbalance is defined as the monthly imbalance divided by the monthly quantities consumed by the customer. Unless the Company and Customer agree to correct imbalances "in kind," the imbalance shall be resolved monthly by "cashing out" the imbalances as they are known to exist at that time. If the Customer consumes more gas than it has delivered to the Company, the Customer will be deemed to be "short" by the amount of the deficiency, and the Company will sell the amount of the deficiency to the Customer by charging the price as specified below. If the Customer consumes less gas than has been delivered to the Company, the Customer will be deemed to be "long" by the amount of the surplus, and the Company will buy the amount of the surplus from the Customer by paying the price as specified below.

If the Customer's imbalance is less than or equal to 2% of the total monthly volume consumed, or if the total aggregated imbalance for the Agent is less than or equal to 2% of the total volume consumed by all of the Agent's Customers in that transportation pool, then the price paid by the Company if the imbalance is long or the price paid by the Customer (or Agent) if the imbalance is short will be the sum of (a) the average of all published indices for the month as published in Natural Gas Week as stated in the "Gas Price Report" table under "Louisiana, Gulf Coast, Onshore, Spot Delivered to Pipeline" plus (b) the rate under Transcontinental Gas Pipe Line's Rate Schedule IT, including applicable fuel and surcharges, for service from Zone 3 to Zone 5.

If the Customer's Percentage of Imbalance is more than 2%, or if the total aggregated Percentage of Imbalance for the Agent is more than 2% for all of the Agent's Customers in that transportation pool, then the price paid by the Company if the imbalance is long is the lower of the monthly index price listed in Platts Inside FERC's Gas Market Report for Transcontinental Gas Pipe Line Zone 3 deliveries plus applicable fuel and FT variable charges under Transcontinental Gas Pipe Line's Rate Schedule FT for service from Zone 3 to Zone 5 or the lowest weekly index price listed in Natural Gas Week's Gas Price Report "Delivered to Pipeline" for volumes listed under Louisiana – Gulf Coast, Onshore plus applicable fuel and FT variable charges under Transcontinental Gas Pipe Line's Rate Schedule FT for service from Zone 3 to Zone 5. If Customer (or Agent) imbalance is short, then the price paid by the Customer (or Agent) will be the higher of the monthly index price listed in Platts Inside FERC's Gas Market Report for Transcontinental Gas Pipe Line Zone 3 deliveries plus applicable fuel and IT variable charges under Transcontinental Gas Pipe Line's Rate Schedule IT for service from Zone 3 to Zone 5 or

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BALANCING, CASH-OUT, AND AGENCY AUTHORIZATION

the highest weekly index price listed in Natural Gas Week's Gas Price Report "Delivered to Pipeline" for volumes listed under Louisiana -- Gulf Coast, Onshore plus applicable fuel and IT variable charges under Transcontinental Gas Pipe Line's Rate Schedule IT for service from Zone 3 to Zone 5.

If the Percentage of Imbalance for the Customer (or Agent) is "short" by more than 2%, the price paid by the Customer (or Agent) to the Company for each dekatherm of the total deficiency will be equal to the price listed above for short imbalances times the premium percentage corresponding to the percentage of the deficiency listed in the table below.

If the Percentage of Imbalance for the Customer (or Agent) is "long" by more than 2%, the price paid by the Company to the Customer (or Agent) for each dekatherm of the total surplus will be equal to the price listed above for long imbalances times the discount percentage corresponding to the percentage of the surplus listed in the table below.

Percentage of the Imbalance	Short (Premium)	Long (Discount)
Over 2% & equal to or less than 5%	110%	90%
Over 5% & equal to or less than 10%	120%	80%
Over 10% & equal to or less than 15%	130%	70%
Over 15% & equal to or less than 20%	140%	60%
Over 20%	150%	50%

Agency Authorization Form

Certain Rate Schedules permit a Customer to appoint a Customer's Agent to act on its behalf with respect to nominations, imbalance resolution, and/or billing. Customer shall authorize a Customer's Agent by executing an Agency Authorization Form in the form attached to this Rate Schedule. In order to be considered a Customer's Agent, a third party must execute and be in compliance with all of the terms of the Customer Agent Agreement form set forth in Appendix B to the Company's Service Regulations. To the extent that the Agent appointed by the Customer is common to other Customers of the Company, the Company will permit such Agent to aggregate all such qualifying Customers' transportation quantities for purposes of administering service to such Agent. Once a Customer has designated an Agent, the Agent is then authorized to act on behalf of that Customer and as such, the Agent will be considered as the Customer in all corresponding references contained within this Rate Schedule. The Customer may not change Agents within the calendar month without the permission of the Company, unless the Agent's right to conduct business has been suspended by the Company, in which case, the Customer may act without an Agent or may provide written notice to the Company of the new Customer's Agent designated by the Customer. The Company will provide reasonable notice to Customer in the event of any suspension of Customer's Agent and will provide copies to Customer, on an expeditious basis and by electronic or other means, of any formal notices issued to the Customer's Agent. All Agents must utilize the electronic means made available by the Company in order to submit nominations. The Company may recover from the Agent all costs incurred in providing the Agent access to the electronic bulletin board.

**RATE SCHEDULE 107
BALANCING, CASH-OUT, AND AGENCY AUTHORIZATION**

Applicable Documents Defining Obligations of the Company and Its Customers

The applicable documents defining the obligations of the Company and its Customers are those described in Section 3 of the Company's Service Regulations.

**RATE SCHEDULE 107
BALANCING, CASH-OUT, AND AGENCY AUTHORIZATION**

AGENCY AUTHORIZATION FORM

EFFECTIVE DATE _____

CUSTOMER _____

NAME OF FACILITY _____

ACCOUNT NUMBER (S) _____

AGENT _____

AGENT CONTACT _____ **PHONE #** _____

This is to advise Piedmont Natural Gas Company that _____ **(Customer)** has authorized _____ **(Agent)** to act on its behalf for the following transactions:

_____ nominations, _____ imbalance resolution _____ billing,

of gas for the above listed account(s). Piedmont Natural Gas Company is hereby authorized to deal with the Agent directly, and the **CUSTOMER AND THE AGENT UNDERSTAND THAT THEY ARE RESPONSIBLE, JOINTLY AND SEVERALLY, FOR ANY AMOUNTS DUE PIEDMONT NATURAL GAS COMPANY ARISING UNDER THIS RATE SCHEDULE, PIEDMONT'S NORTH CAROLINA SERVICE REGULATIONS, OR AGENT'S CUSTOMER AGENT AGREEMENT** which are not paid on these accounts. Customer will provide Piedmont Natural Gas Company with a revised "AGENCY AUTHORIZATION FORM" at least five (5) business days prior to the beginning of the month for the accounts designated, unless the Agent's right to conduct business has been suspended by Piedmont Natural Gas Company without prior notice.

AUTHORIZED SIGNATURE _____ FOR THE CUSTOMER	AUTHORIZED SIGNATURE _____ FOR THE AGENT
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Please Print

AGENT'S NAME _____ TITLE _____

PHONE # _____ FAX # _____

MAILING ADDRESS

Please submit to: End User Transportation
Piedmont Natural Gas Company OR End User Transportation
P. O. Box 33068 Fax Number: (704) 364-8320
Charlotte, N.C. 28233

RATE SCHEDULE 108 NEGOTIATED SERVICE

Applicability and Character of Service

On occasions, the Company may have gas that it cannot sell or transportation service that it cannot provide pursuant to its Rate Schedules because its maximum rates are not competitive with alternate fuels. On such occasions, a service opportunity is lost to the Company and to its Customers. This Rate Schedule is designed to permit the Company to provide Services at negotiated rates.

Gas Service under this Rate Schedule is available on a limited term basis to Customers in the area served by the Company in the State of North Carolina who receive Services under the Company's Rate Schedules 104 or 114 or those Special Contracts whose contracts permit negotiated service. The Company may provide negotiated transportation and sales Service to Customers who receive service under Rate Schedule 114 in order to compete with alternate fuels. In addition, the Company may negotiate to permit a Customer to recoup the cost of converting equipment from other fuels to natural gas; to induce any Customer or Applicant to attach new gas loads to Company's system which would not be attached to the system absent Company's agreement to use this Rate Schedule; to provide incentives for any Customer to use gas on weekends, holidays, and other off-peak periods so the Company may meet its obligations to firm suppliers or may avoid uneconomic storage injections or imbalance penalties from its interstate pipeline suppliers; and in similar circumstances where gas sales and/or transportation would otherwise be lost to the Company and its other Customers. Unless otherwise agreed to by the Company, Service under this Rate Schedule is interruptible and the Company has the right to discontinue such Service as provided by the Company's Rate Schedules and Service Regulations.

Rate

The rate to be charged for gas Service pursuant to this Rate Schedule is subject to negotiation between the Customer and the Company.

Payment of Bills

Bills are net and due upon receipt. Bills become past due 15 days after bill date.

Late Payment Charge

A late payment charge of 1% per month will be applied to all balances not paid prior to the next month's billing date.

Service Interruption and Curtailment

Gas Service under this Rate Schedule is subject to the provisions contained within Rate Schedule 106, "Schedule for Limiting and Curtailing Service," and the Company's Service Regulations.

Applicable Documents Defining Obligations of the Company and Its Customers

The applicable documents defining the obligations of the Company and its Customers are those described in Section 3 of the Company's Service Regulations.

**RATE SCHEDULE 113
LARGE GENERAL TRANSPORTATION SERVICE**

Availability

Gas Service under this Rate Schedule is available in the area served by the Company in the State of North Carolina to any full requirements non-residential Customer whose average daily gas usage is reasonably anticipated to equal or exceed 50 dekatherms per day, upon application to and consent by the Company to such Service, as provided in the Company's Service Regulations.

Upon commencement of Service under this Rate Schedule, any reclassification or change in quantity or character of Service to Customer shall be subject to the provisions of this Rate Schedule 113 and the procedures set forth in the Company's Service Regulations.

Character of Service

The nature of Service provided by Company to Customer under this Rate Schedule is firm redelivery Service.

Once a qualified Customer is approved by the Company for Service under this Rate Schedule, all Services will be provided under the terms and conditions of this Rate Schedule for a term extending through the following May 31. Subject to the requirements set forth above, a Customer may, subject to the consent of the Company, elect to discontinue Service under this Rate Schedule and receive Service under Rate Schedule 103 by giving written notice to the Company prior to March 1 of any year. The Company will not withhold such consent provided (a) the Company continues to offer firm sales Service under Rate Schedule 103, (b) the Company is able to acquire firm gas supplies and capacity necessary to provide Service under Rate Schedule 103 under commercially reasonable terms and conditions, and (c) the analyses applicable to reclassifications or changes in Service set forth in the Company's Service Regulations support such consent. If timely notice is received from Customer and consent is provided by Company, the Customer shall discontinue Service under this Rate Schedule and Company shall provide Service under Rate Schedule 103 effective the first June 1 following the notice.

All gas delivered pursuant to this Rate Schedule shall be metered by the Company separately from any gas delivered to Customer under any of the Company's other Rate Schedules.

The Company will redeliver gas received by the Company from upstream pipeline(s) for the Customer's account under this Rate Schedule in accordance with the Customer's scheduled and confirmed nominations and subject to the Company's Operating Conditions.

Balancing, Cash-Out, and Agency Authorization

Service under this Rate Schedule shall be subject to all of the provisions and requirements of Rate Schedule 107, "Balancing, Cash-Out, and Agency Authorization."

Standby Sales Service

The Customer may elect by written notice to the Company prior to March 1 of any year to purchase Standby Sales Service from the Company under this Rate Schedule for an annual period

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Issued to comply with authority granted by the
North Carolina Utilities Commission in
Docket No. G-9, Sub 550

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RATE SCHEDULE 113 LARGE GENERAL TRANSPORTATION SERVICE

commencing the first June 1 following the notice. Customers that have purchased transportation service under this Rate Schedule without Standby Sales Service may elect such service in future annual periods only with the written consent of the Company received within 30 days of Customer's notice. Having made this election, the Customer may nominate gas supplies from third party providers or nominate gas supplies from the Company for delivery to the Customer at the Company's city gate. The Customer may activate the Standby Sales Service during any month by giving notice to the Company during the normal nomination process described above, or by default, if the Customer (or the Customer's Agent) fails to submit a timely and valid nomination for transportation service. In addition to paying the Standby Sales Service Charge each month and the Monthly Standby Index Price set forth below for quantities actually purchased hereunder, the Customer will utilize the transportation services and incur the charges otherwise applicable under this Rate Schedule to cause such gas supplies to be transported and delivered to the Customer's meter. The gas supply commodity price which the Customer shall pay for the gas supplied under this paragraph will be the Monthly Standby Index Price defined as follows:

The index price each month as first published in that month in Inside FERC's - Gas Market Report in the table titled "Prices of Spot Gas Delivered to Pipelines" under the heading "Transcontinental Gas Pipe Line Corp. - Zone 3 (pooling points)" in the column titled "Index". Applicable firm transportation part 284 tariff commodity charges, fuel and any other surcharges as defined in Transco's FERC approved tariffs from Transco's zone 3 to zone 5 will be added to the above index price.

If the Customer has made the annual election to receive Standby Sales Service, and the Customer (or Agent) properly submits a timely and valid nomination for transportation service, and, for whatever reason, the Customer (or Agent) fails to deliver to the Company adequate quantities of gas for the Customer's account, then the Company shall have the right, at its sole discretion, to initiate Standby Sales Service to the Customer. The price for such service shall be the same as set forth above except when the Company is required by such imbalance shortfall to purchase incremental volumes of gas supplies. In this case the Customer receiving Standby Sales Service will pay the higher of (on a daily basis) the Monthly Standby Index Price or the Daily Standby Index Price defined as the absolute high index price as published in Gas Daily for the day of consumption as stated in the "Daily Price Survey," "Louisiana - Onshore South," for "Transco, St. 65" in the column titled "Absolute." Applicable firm transportation part 284 tariff commodity charges, fuel and any other surcharges as defined in Transco's FERC approved tariffs from Transco's zone 3 to zone 5 will be added to the above index price. For days of consumption when the Gas Daily is not published, the Gas Daily price shall equal the price as published on the nearest subsequent day by Gas Daily.

The Customer shall also pay all applicable taxes, fees and assessments levied by governmental authorities having jurisdiction.

RATE SCHEDULE 113 LARGE GENERAL TRANSPORTATION SERVICE

During the month that the Customer receives Standby Sales Service under this provision, the Company shall perform the necessary balancing activities related to such sales and therefore the monthly imbalance resolution provisions will not be applicable.

Gas cost variances related to the Standby Sales Service will be recorded in compliance with the Company's N.C.U.C. Service Regulations Appendix A (Procedure for Rate Adjustments Under G.S. 62-133.4), except that the "benchmark" cost of gas will be the adjusted Monthly or Daily Standby index price as billed. Increments or decrements which may result from the procedures under G.S. 62-133.4 shall not apply to Standby Sales Service. Any increments or decrements applicable to Rate Schedule 113 shall be applicable to all quantities delivered under Rate Schedule 113, whether purchased from third parties or the Company as Standby Sales Service.

Rates and Charges

The rates to be charged for gas service pursuant to this Rate Schedule are set forth on the Company's "Rates and Charges" tariff sheet and may be viewed at the Company's Web Site at www.piedmontng.com. A copy of the "Rates and Charges" tariff sheet is also on file with the North Carolina Utilities Commission and available from the Company. Rates are subject to adjustment from time to time with the approval of the North Carolina Utilities Commission.

Billing Demand

A Customer's billing demand determinant shall be the highest daily usage during the period from November 1 to March 31 of the previous winter period as metered and reported to the Company by the telemetering equipment installed by the Company. Changes to the Customer's billing demand determinant will become effective June 1 of each year.

For Customers commencing initial gas Service under this Rate Schedule, the billing demand shall be the highest actual daily consumption to date during the partial year, but shall be a minimum of 50 dekatherms. If a Customer has received gas Service from the Company prior to receiving Service under this Rate Schedule but does not have daily telemetered records to determine peak day usage as described above, the Company shall use 6% of that Customer's highest previous winter month's consumption for the billing demand determinate.

The calculation of Customer billing determinants hereunder shall not create any right to Service at a specified level. All changes to character or quantity of Service shall be subject to the Company's consent based on the evaluation and analysis described in the Company's Service Regulations.

Volumetric Charges

The rate per therm shall be billed on the quantity of gas delivered by Company to Customer.

Payment of Bills

Bills are net and due upon receipt. Bills become past due 15 days after bill date.

**RATE SCHEDULE 113
LARGE GENERAL TRANSPORTATION SERVICE**

Late Payment Charge

A late payment charge of 1% per month will be applied to all balances not paid prior to the next month's billing date.

Service Interruption and Curtailment

Gas Service under this Rate Schedule is subject to the provisions contained within Rate Schedule 106, "Schedule for Limiting and Curtailing Service" and the Company's Service Regulations.

Applicable Documents Defining Obligations of the Company and Its Customers

The applicable documents defining the obligations of the Company and its Customers are those described in Section 3 of the Company's Service Regulations.

**RATE SCHEDULE 114
INTERRUPTIBLE TRANSPORTATION SERVICE**

Availability

Gas Service under this Rate Schedule is available in the area served by the Company in the State of North Carolina **on an interruptible basis** to any full requirements non-residential Customer whose average daily gas usage is reasonably anticipated to equal or exceed 50 dekatherms per day, upon application to and consent by the Company to such Service, as provided in the Company's Service Regulations.

Upon commencement of Service under this Rate Schedule, any reclassification or change in quantity or character of Service to Customer shall be subject to the provisions of this Rate Schedule 114 and the procedures set forth in the Company's Service Regulations.

Character of Service

The nature of Service provided by Company to Customer under this Rate Schedule is interruptible redelivery Service.

Once a qualified Customer is approved by the Company for Service under this Rate Schedule, all Services will be provided under the terms and conditions of this Rate Schedule for a term extending through the following May 31. Subject to the requirements set forth above, a Customer may, subject to the consent of the Company, elect to discontinue Service under this Rate Schedule and receive Service under Rate Schedule 104 by giving written notice to the Company prior to March 1 of any year. The Company will not withhold such consent provided (a) the Company continues to offer interruptible sales Service under Rate Schedule 104, (b) the Company is able to acquire gas supplies and capacity necessary to provide Service under Rate Schedule 104 under commercially reasonable terms and conditions, and (c) the analyses applicable to reclassifications or changes in Service set forth in the Company's Service Regulations supports such consent. If timely notice is received from Customer and consent is provided by Company, the Customer shall discontinue Service under this Rate Schedule and Company shall provide service under Rate Schedule 104 effective the first June 1 following the notice.

All gas delivered pursuant to this Rate Schedule shall be metered by the Company separately from any gas delivered to Customer under any of the Company's other Rate Schedules.

The Company will redeliver gas received by the Company from upstream pipeline(s) for the Customer's account under this Rate Schedule in accordance with the Customer's scheduled and confirmed nominations and subject to the Company's Operating Conditions.

Standby Alternate Fuel Capability

Customers purchasing gas pursuant to this Rate Schedule shall maintain, in useable condition, alternate fuel facilities with ample on-site alternate fuel capability for supplying 100% of the establishment's gas requirements during periods of gas interruption or curtailment. Such interruption or curtailment shall be immediately effective upon verbal or written notification by the Company and Customer shall refrain from using gas until permitted to do so by the Company. It is understood and agreed that the Company will have the right to suspend gas Service without

**RATE SCHEDULE 114
INTERRUPTIBLE TRANSPORTATION SERVICE**

further notice to the Customer in the event Customer fails to curtail Customer's use of gas in accordance with the Company's notice of curtailment.

Balancing, Cash-Out, and Agency Authorization

Service under this Rate Schedule shall be subject to all of the provisions and requirements of Rate Schedule 107, "Balancing, Cash-Out, and Agency Authorization."

Rates and Charges

The rates to be charged for gas Service pursuant to this Rate Schedule are set forth on the Company's "Rates and Charges" tariff sheet and may be viewed at the Company's Web Site at www.piedmontng.com. A copy of the "Rates and Charges" tariff sheet is also on file with the North Carolina Utilities Commission and available from the Company. Rates are subject to adjustment from time to time with the approval of the North Carolina Utilities Commission.

Volumetric Charges

The rate per therm shall be billed on the quantity of gas delivered by Company to Customer.

Payment of Bills

Bills are net and due upon receipt. Bills become past due 15 days after bill date.

Late Payment Charge

A late payment charge of 1% per month will be applied to all balances not paid prior to the next month's billing date.

Service Interruption and Curtailment

Gas Service under this Rate Schedule is subject to the provisions contained within Rate Schedule 106, "Schedule for Limiting and Curtailing Service," and the Company's Service Regulations.

Applicable Documents Defining Obligations of the Company and Its Customers

The applicable documents defining the obligations of the Company and its Customers are those described in Section 3 of the Company's Service Regulations.

**RATE SCHEDULE 142
NATURAL GAS VEHICLE FUEL**

Applicability and Character of Service

Gas Service under this Rate Schedule is available to any Customer in the area served by the Company in the State of North Carolina for the consumption and/or resale of natural gas as a motor fuel, upon application to and consent by the Company to such Service, as provided in the Company's Service Regulations.

Gas Service under this Rate Schedule shall be metered at the Customer's Premises, or at the Company's Premises for purposes of providing public access to compressed natural gas filling stations. All gas delivered pursuant to this Rate Schedule shall be metered separately from any gas delivered under any of the Company's other Rate Schedules.

Rates and Charges

The rates to be charged for gas Service pursuant to this Rate Schedule are set forth on the Company's "Rates and Charges" tariff sheet and may be viewed at the Company's Web Site at www.piedmontng.com. A copy of the "Rates and Charges" tariff sheet is also on file with the North Carolina Utilities Commission and available from the Company. Rates are subject to adjustment from time to time with the approval of the North Carolina Utilities Commission.

Highway Use Taxes

The rates to be charged for gas Service pursuant to this Rate Schedule do not include applicable Federal, State and/or local highway motor fuel use taxes and fees. If applicable, bills rendered under this Rate Schedule will include such taxes and fees.

Payment of Bills

Bills are net and due upon receipt. Bills rendered for Service provided at the Customer's Premises become past due 15 days after bill date. Bills rendered for Service provided at the Company's Premises shall be paid at the time of Service with a valid credit or debit card accepted by the Company.

Late Payment Charge

For Service provided at the Customer's Premises, a late payment charge of 1% per month will be applied to all balances not paid prior to the next month's billing date.

Service Interruption and Curtailment

Gas Service under this Rate Schedule is subject to the provisions contained within Rate Schedule 106, "Schedule for Limiting and Curtailing Service," and the Company's Service Regulations.

Applicable Documents Defining Obligations of the Company and Its Customers

The applicable documents defining the obligations of the Company and its Customers are those described in Section 3 of the Company's Service Regulations.

**RATE SCHEDULE 142
NATURAL GAS VEHICLE FUEL**

Rider

Service to Customers under this Rate Schedule using Company owned and maintained compressor facilities shall be billed at a maximum rate of \$0.40 per therm, in addition to the base rate for Service under this Rate Schedule 142 as set forth on the Company's "Rates and Charges" tariff sheet.

RATE SCHEDULE 152 MEDIUM GENERAL SERVICE

Applicability and Character of Service

Gas Service under this Rate Schedule is available in the area served by the Company in the State of North Carolina to any full requirements non-residential Customer whose average daily usage is equal to or greater than 20 dekatherms per day but less than 50 dekatherms per day, upon application to and consent by the Company to such Service, as provided in the Company's Service Regulations. Average daily gas usage will be based on the Customer's usage during the most recent calendar year ended on December 31 and adjusted for cycle length. Availability of this Rate Schedule for new Customers or for Customers without at least one full year of usage history will be based on reasonably anticipated usage.

The nature of Service provided by Company to Customer under this Rate Schedule is firm sales Service. Any reclassification or change in quantity or character of Service to Customer will be subject to procedures set forth in the Company's Service Regulations.

At its option, a family care home, as defined in G.S. 168-21, may elect service under Rate Schedule 101.

Rates and Charges

The rates to be charged for gas Service pursuant to this Rate Schedule are set forth on the Company's "Rates and Charges" tariff sheet and may be viewed at the Company's Web Site at www.piedmontng.com. A copy of the "Rates and Charges" tariff sheet is also on file with the North Carolina Utilities Commission and available from the Company. Rates are subject to adjustment from time to time with the approval of the North Carolina Utilities Commission.

Payment of Bills

Bills are net and due upon receipt. Bills become past due 15 days after bill date.

Late Payment Charge

A late payment charge of 1% per month will be applied to all balances not paid prior to the next month's billing date.

Service Interruption and Curtailment

Gas Service under this Rate Schedule is subject to the provisions contained within Rate Schedule 106, "Schedule for Limiting and Curtailing Service," and the Company's Service Regulations.

Applicable Documents Defining Obligations of the Company and Its Customers

The applicable documents defining the obligations of the Company and its Customers are those described in Section 3 of the Company's Service Regulations.

RATE SCHEDULE 12
SERVICE TO MILITARY INSTALLATIONS LOCATED IN ONSLOW COUNTY

Availability

Gas Service under this Rate Schedule is available for the purchase from Company of natural gas by any military installation (Customer) located in Onslow County adjacent to Company's mains or to whom Company will extend its mains and who enters into a Service Agreement with the Company, pursuant to the Company's Service Regulations and subject to the terms and conditions of this Rate Schedule.

Character of Service

The nature of Service provided by Company to Customer under this Rate Schedule is firm sales Service.

The Service Agreement shall stipulate the maximum hourly and daily demand in therms and gas shall not be consumed hereunder in excess of the maximum hourly or daily demand so specified without specific permission of Company's dispatcher. Consumption in violation of this provision shall be subject to the Unauthorized Over Run Penalty provision of Rate Schedule 106.

Once a qualified Customer is approved by the Company for Service under this Rate Schedule, all Services will be provided under the terms and conditions of this Rate Schedule for a term extending through the following May 31. Subject to the requirements set forth above, a Customer may, subject to the consent of the Company, elect to discontinue Service under this Rate Schedule and receive Service under Rate Schedule T-12 by giving written notice to the Company prior to March 1 of any year. The Company will not withhold such consent provided (a) the Company continues to offer redelivery Service under Rate Schedule T-12, (b) the Company is able to provide Service under Rate Schedule T-12 under commercially reasonable terms and conditions, and (c) the analyses applicable to reclassifications or changes in Service set forth in the Company's Service Regulations support such consent. If timely notice is received from Customer and consent is provided by Company, the Customer shall discontinue Service under this Rate Schedule and Company shall provide service under Rate Schedule T-12 effective the first June 1 following the notice.

All gas delivered pursuant to this Rate Schedule shall be metered by the Company separately from any gas delivered to Customer under any of the Company's other Rate Schedules.

Gas Service hereunder shall be through a single point of delivery or through such number of delivery points as Company and Customer may agree upon.

Rates and Charges

The rates to be charged for gas Service pursuant to this Rate Schedule are set forth on the Company's "Rates and Charges" tariff sheet and may be viewed at the Company's Web Site at www.piedmontng.com. A copy of the "Rates and Charges" tariff sheet is also on file with the North Carolina Utilities Commission and available from the Company. Rates are subject to adjustment from time to time with the approval of the North Carolina Utilities Commission.

RATE SCHEDULE 12
SERVICE TO MILITARY INSTALLATIONS LOCATED IN ONSLOW COUNTY

Minimum Bill

The minimum bill shall be as provided in the Service Agreement.

Volumetric Charges

The rate per therm shall be billed on the quantity of gas delivered by Company to Customer.

Service Interruption and Curtailment

Gas Service under this Rate Schedule is subject to the provisions contained within Rate Schedule 106, "Schedule Limiting and Curtailing Service," and the Company's Service Regulations.

In all cases where continuous operation of Customer's gas-using facilities is necessary, it shall be Customer's responsibility to provide, in useable condition, alternate fuel facilities and the fuel required for their operation to the extent necessary in Customer's opinion to supply 100% of the establishment's gas requirements during periods of gas interruption or curtailment.

Payment of Bills

Bills are net and due upon receipt. Bills become past due 15 days after bill date.

Late Payment Charge

A late payment charge of 1% per month will be applied to all balances not paid prior to the next month's billing date.

Contract Period

The initial Service Agreement contract period for service to the military installations in Onslow County under this Rate Schedule shall be not less than ten years.

Applicable Documents Defining Obligations of the Company and Its Customer

The applicable documents defining the obligations of the Company and its Customers are those described in Section 3 of the Company's Service Regulations.

RATE SCHEDULE T-10
TRANSPORTATION SERVICE TO MILITARY INSTALLATIONS WITH
CONTRACT DEMAND IN EXCESS OF 5,000 DT PER DAY

Availability

Gas Service under this Rate Schedule is available for the delivery from Company of natural gas on a firm basis by any military installation (Customer) having natural gas requirements in excess of 5,000 dekatherms per day located adjacent to Company's mains or to whom Company will extend its mains upon application to and consent by the Company to such Service, as provided in the Company's Service Regulations, and subject to the terms and conditions of this Rate Schedule.

Character of Service

The nature of Service provided by Company to Customer under this Rate Schedule is firm redelivery Service.

All gas delivered pursuant to this Rate Schedule shall be metered by the Company separately from any gas delivered to or for Customer under any of the Company's other rate schedules.

The Company will redeliver gas received by the Company from upstream pipeline(s) for the Customer's account under this Rate Schedule in accordance with the Customer's scheduled and confirmed nominations and subject to the Company's Operating Conditions.

Balancing, Cash-Out, and Agency Authorization

Service under this Rate Schedule shall be subject to all of the provisions and requirements of Rate Schedule 107, "Balancing, Cash-Out, and Agency Authorization."

Rates and Charges

The rates to be charged for transportation service pursuant to this Rate Schedule are set forth on the Company's "Rates and Charges" tariff sheet and may be viewed at the Company's Web Site at www.piedmontng.com. A copy of the "Rates and Charges" tariff sheet is also on file with the North Carolina Utilities Commission and available from the Company. Rates are subject to adjustment from time to time with the approval of the North Carolina Utilities Commission.

Minimum Bill

Customer shall pay the monthly Demand Charge multiplied by the maximum daily demand set forth in the Service Agreement, regardless of the quantity of gas transported under this Rate Schedule during such month.

Volumetric Charges

The rate per therm shall be billed on the quantity of gas delivered by the Company to or for Customer.

Delivery Obligation

The Service Agreement shall set forth a maximum quantity in dekatherms per hour and per day that Company is required to deliver to Customer, which quantities shall not exceed the maximum delivery obligation per hour and per day specified in Customer's Service Agreement

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**RATE SCHEDULE T-10
TRANSPORTATION SERVICE TO MILITARY INSTALLATIONS WITH
CONTRACT DEMAND IN EXCESS OF 5,000 DT PER DAY**

with the Company. Consumption in violation of this provision shall be subject to the Unauthorized Over Run Penalty provision of Rate Schedule 106.

Service Interruption and Curtailment

Gas Service under this Rate Schedule is subject to the provisions contained within Rate Schedule 106, "Schedule for Limiting and Curtailing Service," and the Company's Service Regulations.

Payment of Bills

Bills are net and due upon receipt. Bills become past due 15 days after bill date.

Late Payment Charge

A late payment charge of 1% per month will be applied to all balances not paid prior to the next month's billing date.

Applicable Documents Defining Obligations of the Company and Its Customers

The applicable documents defining the obligations of the Company and its Customers are those described in Section 3 of the Company's Service Regulations.

**RATE SCHEDULE T-12
TRANSPORTATION SERVICE TO MILITARY INSTALLATIONS
IN ONSLOW COUNTY**

Availability

Gas Service under this Rate Schedule is available for transportation by Company of natural gas for any military installation (Customer) located in Onslow County adjacent to Company's mains or to whom Company will extend its mains and who enters into a Service Agreement with the Company, upon application to and consent by the Company to such Service, as provided in the Company's Service Regulations, and subject to the terms and conditions of this Rate Schedule.

Character of Service

The nature of Service provided by Company to Customer under this Rate Schedule is firm redelivery Service.

All gas delivered pursuant to this Rate Schedule shall be metered by the Company separately from any gas delivered to or for Customer under any of the Company's other Rate Schedules.

The Company will redeliver gas received by the Company from upstream pipeline(s) for the Customer's account under this Rate Schedule in accordance with the Customer's scheduled and confirmed nominations and subject to the Company's Operating Conditions.

Balancing, Cash-Out, and Agency Authorization

Service under this Rate Schedule shall be subject to all of the provisions and requirements of Rate Schedule 107, "Balancing, Cash-Out, and Agency Authorization."

Standby Sales Service

The Customer may elect by written notice to the Company prior to March 1 of any year to purchase Standby Sales Service from the Company under this Rate Schedule for an annual period commencing the first June 1 following the notice. Customers that have purchased transportation service under this Rate Schedule without Standby Sales Service may elect such service in future annual periods only with the written consent of the Company received within 30 days of Customer's notice. Having made this election, the Customer may nominate gas supplies from third party providers or nominate gas supplies from the Company for delivery to the Customer at the Company's city gate. The Customer may activate the Standby Sales Service during any month by giving notice to the Company during the normal nomination process described above, or by default, if the Customer (or the Customer's Agent) fails to submit a timely and valid nomination for transportation service. In addition to paying the Standby Sales Service Charge each month and the Monthly Standby Index Price set forth below for quantities actually purchased hereunder, the Customer will utilize the transportation services and incur the charges otherwise applicable under this Rate Schedule to cause such gas supplies to be transported and delivered to the Customer's meter. The gas supply commodity price which the Customer shall pay for the gas supplied under this paragraph will be the Monthly Standby Index Price defined as follows:

**RATE SCHEDULE T-12
TRANSPORTATION SERVICE TO MILITARY INSTALLATIONS
IN ONSLOW COUNTY**

The index price each month as first published in that month in Inside FERC's - Gas Market Report in the table titled "Prices of Spot Gas Delivered to Pipelines" under the heading "Transcontinental Gas Pipe Line Corp. - Zone 3 (pooling points)" in the column titled "Index". Applicable firm transportation part 284 tariff commodity charges, fuel and any other surcharges as defined in Transco's FERC approved tariffs from Transco's zone 3 to zone 5 will be added to the above index price.

If the Customer has made the annual election to receive Standby Sales Service, and the Customer (or Agent) properly submits a timely and valid nomination for transportation service, and, for whatever reason, the Customer (or Agent) fails to deliver to the Company adequate quantities of gas for the Customer's account, then the Company shall have the right, at its sole discretion, to initiate Standby Sales Service to the Customer. The price for such service shall be the same as set forth above except when the Company is required by such imbalance shortfall to purchase incremental volumes of gas supplies. In this case the Customer receiving Standby Sales Service will pay the higher of (on a daily basis) the Monthly Standby Index Price or the Daily Standby Index Price defined as the absolute high index price as published in Gas Daily for the day of consumption as stated in the "Daily Price Survey," "Louisiana - Onshore South," for "Transco, St. 65" in the column titled "Absolute." Applicable firm transportation part 284 tariff commodity charges, fuel and any other surcharges as defined in Transco's FERC approved tariffs from Transco's zone 3 to zone 5 will be added to the above index price. For days of consumption when the Gas Daily is not published, the Gas Daily price shall equal the price as published on the nearest subsequent day by Gas Daily.

The Customer shall also pay all applicable taxes, fees and assessments levied by governmental authorities having jurisdiction.

During the month that the Customer receives Standby Sales Service under this provision, the Company shall perform the necessary balancing activities related to such sales and therefore the monthly imbalance resolution provisions will not be applicable.

Gas cost variances related to the Standby Sales Service will be recorded in compliance with the Company's Service Regulations Appendix A (Procedure for Rate Adjustments Under G.S. 62-133.4), except that the "benchmark" cost of gas will be the adjusted Monthly or Daily Standby index price as billed. Increments or decrements which may result from the procedures under G.S. 62-133.4 shall not apply to Standby Sales Service. Any increments or decrements applicable to this Rate Schedule shall be applicable to all quantities delivered under this Rate Schedule, whether purchased from third parties or the Company as Standby Sales Service.

Rates and Charges

The rates to be charged for transportation service pursuant to this Rate Schedule are set forth on the Company's "Rates and Charges" tariff sheet and may be viewed at the Company's Web Site at www.piedmontng.com. A copy of the "Rates and Charges" tariff sheet is also on file with the

**RATE SCHEDULE T-12
TRANSPORTATION SERVICE TO MILITARY INSTALLATIONS
IN ONSLOW COUNTY**

North Carolina Utilities Commission and available from the Company. Rates are subject to adjustment from time to time with the approval of the North Carolina Utilities Commission.

Minimum Bill

The minimum bill for service under this rate schedule shall be satisfied by the minimum bill payable under Customer's Service Agreement with Company.

Volumetric Charges

The rate per therm shall be billed on the quantity of gas delivered by the Company to or for Customer.

Delivery Obligation

The Service Agreement shall set forth a maximum quantity in dekatherms per hour and per day that Company is required to deliver to Customer, which quantities shall not exceed the maximum delivery obligation per hour and per day specified in Customer's Service Agreement with the Company. Consumption in violation of this provision shall be subject to the Unauthorized Over Run Penalty provision of Rate Schedule 106.

Service Interruption and Curtailment

Gas Service under this Rate Schedule is subject to the provisions contained within Rate Schedule 106, "Schedule for Limiting and Curtailing Service," and the Company's Service Regulations.

Payment of Bills

Bills are net and due upon receipt. Bills become past due 15 days after bill date.

Late Payment Charge

A late payment charge of 1% per month will be applied to all balances not paid prior to the next month's billing date.

Applicable Documents Defining Obligations of the Company and Its Customers

The applicable documents defining the obligations of the Company and its Customers are those described in Section 3 of the Company's Service Regulations.

**RATE SCHEDULE ST-1
STANDBY ON-PEAK SUPPLY SERVICE**

Availability

Gas Service under this Rate Schedule is available at Company's sole discretion, and upon application to and consent by the Company to this Service, as provided in the Company's Service Regulations, to any existing Customer who has entered into a Service Agreement for this Rate Schedule prior to November 1, 2003. This Service will only be available in the months from November through March and must be contracted for the full period.

Character of Service

The nature of Service provided by Company to Customer under this Rate Schedule is standby on-peak supply Service.

Customer may request deliveries under this Rate Schedule whenever Company has issued a Curtailment Order to Customer under one or more of Company's other Rate Schedules or special contracts or under its Service Regulations. Customer may not request more than the maximum daily quantity or, cumulatively, more than the maximum seasonal quantity set forth in Customer's Service Agreement for Service hereunder. If Company issues a restoration of service order terminating Company's Curtailment Order, Customer's service shall revert to the Rate Schedule(s) affected by such restoration of service order, as of the effective time of such order, and Customer's request for deliveries under this Rate Schedule shall be deemed to have been reduced to the quantity of gas actually delivered to Customer hereunder prior to the effective time of such restoration of service order.

Rate

The applicable monthly per dekatherm Daily Demand Charge and Seasonal Demand Charge and the per therm Commodity Charge are set forth on the Company's "Rate and Charges" tariff sheet and may be viewed at the Company's Web Site at www.piedmontng.com. A copy of the "Rates and Charges" tariff sheet is also on file with the North Carolina Utilities Commission and available from the Company. Rates are subject to adjustment from time to time with the approval of the North Carolina Utilities Commission.

The Daily Demand Charge and Seasonal Reservation Charge shall be payable for each month of the service period of November through March based on the maximum daily and seasonal quantities set forth in Customer's Service Agreement for Service hereunder.

Minimum Bill

Customer shall pay the monthly Daily Demand Charge and monthly Seasonal Reservation Charge multiplied by the maximum daily and seasonal quantities set forth in Customer's Service Agreement for Service hereunder for each month of the service period of November through March regardless of the quantity of gas purchased under this Rate Schedule during each such month.

**RATE SCHEDULE ST-1
STANDBY ON-PEAK SUPPLY SERVICE**

Volumetric Charges

The rate per therm shall be billed on the quantity of gas delivered by Company to Customer.

Delivery Obligation

The maximum daily and seasonal quantities of natural gas which the Company is obligated to deliver to Customer under this Rate Schedule shall be set forth in Customer's Service Agreement.

Payment of Bills

Bills are net and due upon receipt. Bills become past due 15 days after bill date.

Late Payment Charge

A late payment charge of 1% per month will be applied to all balances not paid prior to the next month's billing date.

Service Interruption And Curtailment

Gas Service under this Rate Schedule is subject to the provisions contained within Rate Schedule 106, "Schedule for Limiting and Curtailing Service," and the Company's Service Regulations.

Applicable Documents Defining Obligations of the Company and Its Customer

The applicable documents defining the obligations of the Company and its Customers are those described in Section 3 of the Company's Service Regulations.

1. Foreword. Piedmont Natural Gas Company, Inc. is a natural gas distribution company and is engaged in the business of selling and transporting natural gas for various Customers. The purpose of these Service Regulations is to set forth the respective obligations of the Company and its North Carolina Customers. These Service Regulations, as well as the Company's approved Tariffs and Rate Schedules, apply to all Service rendered by the Company.

2. Definitions. As used in these Service Regulations, the following terms shall have the meanings assigned below:

- (a) "Applicant" shall mean any person, firm, association, partnership, joint venture, limited liability company, or corporation, or any agency of the Federal, State or local government applying for gas service from the Company.
- (b) "Bill Cycle Month" shall mean the period from a Customer's current meter read date to their previous meter read date.
- (c) "British Thermal Unit" (Btu) shall mean the quantity of heat necessary to raise the temperature of one (1) pound of water one (1) degree Fahrenheit from 58.5 to 59.5 degrees Fahrenheit under standard pressure of 30 inches of mercury at or near its point of maximum density.
- (d) "City Gate" shall mean the outlet side of the interstate pipeline meter that connects to the Company's system.
- (e) "Commission" shall mean the North Carolina Utilities Commission or any subsequent state administrative agency, which regulates gas utilities operating within the State of North Carolina.
- (f) "Commission Rules" shall mean the Rules and Regulations of the Commission.
- (g) "Company" shall mean Piedmont Natural Gas Company, Inc.
- (h) "Cubic Foot of Gas" is the volume of gas which occupies one (1) cubic foot at a temperature of 60 degrees Fahrenheit and at a pressure of 14.73 pounds per square inch absolute (psia), except that when gas is delivered at a pressure normally used for residential appliances, a cubic foot of gas shall be deemed to be that quantity of gas which, at the temperature and pressure existing in the meter, occupies one (1) cubic foot. The Cubic Foot of Gas is the basic measurement unit used by the Company.

- (i) "Curtailment" is the interruption of gas service as permitted by the Commission rules and the terms of the Company's Rate Schedules, Special Contracts, or Service Regulations.
- (j) "Customer" shall mean any person, firm, association, partnership, joint venture, limited liability company, or corporation, or any agency of the Federal, State or local government receiving Service at a Premises and through a single Gas Service Line from the Company.
- (k) "Customer's Agent" shall mean a person or other entity authorized to act for or on behalf of a Customer.
- (l) "Cycle Month" is a period beginning on a gas Day, at the point of delivery on the first Day of the calendar month and ending at the aforesaid time on the first Day of the succeeding calendar month.
- (m) "Day" is a period of 24 consecutive hours as defined in the FERC Gas Tariff of Transcontinental Gas Pipe Line Corporation, or its successor.
- (n) "Dekatherm" is the basic energy unit purchased by the Company and shall mean the unit of energy equivalent to 1,000,000 Btus.
- (o) "Force Majeure" shall mean acts of God, extreme weather conditions, strikes, lockouts, or other industrial disturbances, acts of the public enemy or terrorists, war, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, tornadoes, storms, floods, washouts, arrests and restraints of governments and people, the order of any court or government authority having jurisdiction while the same is in force and effect, civil disturbances, explosions, act of sabotage or terrorism, breakages or freezing of or accidents or damage to wells, machinery, lines of pipe or the Company's other facilities (including, without limitation, Mains, Gas Service Lines, Service Facilities, Meter Assemblies, LNG facilities, and compression equipment), National Weather Service warnings or advisories, whether official or unofficial, that result in the evacuation of facilities, partial or complete curtailment of deliveries to the Company by its suppliers, reduction in gas pressure by its suppliers, inability to obtain or unavoidable delay in obtaining rights-of-way or permits or materials, equipment or supplies for use in the Company's facilities, and any other causes, whether of the kind herein enumerated or otherwise, not within the control of the Company and which by the exercise of due diligence the Company is unable to prevent or overcome. It is understood and agreed that the settlement of strikes or lockouts shall be entirely within the discretion of the Company, and that the Company shall not be required to settle strikes or lockouts when such course is inadvisable in the discretion of the Company.

- (p) “Gas” or “Natural Gas” shall mean processed or unprocessed natural gas, vaporized liquid natural gas, synthetic gas, gas from coal seams or any mixture of these gases.
- (q) “Gas Service Line(s)” shall mean the pipe or pipes that run between a Main or a pipe and a Customer’s Meter. As determined by and in the Company’s discretion, more than one Gas Service Line may be connected in order to deliver service to multiple Customer Meters from a single Main connection.
- (r) “Main” shall mean a gas pipe, owned, operated or maintained by the Company, which is used for the purpose of transmission or distribution of gas, but does not include Gas Service Line.
- (s) “Margin”, for curtailment purposes, shall mean the filed tariff rate per unit of gas or negotiated rate per unit of gas for a Customer, less the per unit cost of gas, where applicable, as determined in the Company’s last general rate case or Purchased Gas Adjustment proceeding, adjusted for any Commission approved temporary decrements or increments in the filed tariff rate.
- (t) “Meter”, without other qualification, shall mean any device, or instrument which is used by the Company in measuring a quantity of gas.
- (u) “Meter Assembly” shall mean Company’s meters, regulator, piping, valves, vents, relief valves, gauges and/or other apparatus required to meter and control the flow and/or pressure of gas.
- (v) “Operating Conditions” shall mean the prevailing conditions on the Company’s system as they relate to conditions under which Piedmont is providing or attempting to provide service, including the impact of any modifications, tests or scheduled or unscheduled repairs to the Company’s distribution system, which in the Company’s discretion are necessary or appropriate to maintain the integrity of the Company’s distribution system or to provide for the safety of the Company or the public.
- (w) “Operational Order” shall mean an order by Company’s dispatcher, or other Company representative acting on behalf of Company’s dispatcher, to limit, modify, curtail or interrupt the use of Natural Gas as required or permitted by the Commission Rules and the Company’s Service Regulations, Special Contracts, and Rate Schedules.
- (x) “Premises” shall mean a single contiguous piece of land or real estate, including buildings and other appurtenances thereon.

- (y) “Rate Schedules” shall mean the Company’s various rate schedules approved by and on file with the Commission, as the same may be changed or amended from time to time.
- (z) “Service(s)” shall mean any sales, transportation, redelivery or other service provided by the Company to a Customer pursuant to the provisions of the Company’s filed and approved Rate Schedules, Special Contracts, or Service Regulations.
- (aa) “Service Facilities” are all Natural Gas delivery equipment and gas service piping to a Customer’s Meter that the Company considers necessary to safely serve the Customer’s connected gas equipment.
- (bb) “Service Regulations” shall mean the Company’s Service Regulations approved by and on file with the Commission as the same may be changed or amended from time to time.
- (cc) “Special Contract” shall mean any contract for Services entered into between the Company and a Customer that provides for rates, terms or conditions of service that vary from those set forth in the Company’s tariffs, Rate Schedules or Service Regulations.
- (dd) “Transportation” shall mean the receipt of Natural Gas supplies that have been delivered by or on behalf of the Customer to the Company’s City Gate and the redelivery of such Natural Gas supplies to the Customer’s Premises.

3. Applicable Documents Defining Obligations of the Company and its Customers. The obligations of the Company to provide Service and the obligations of the Customer upon receipt of Service are governed by and set forth in (a) applicable statutes, including those set forth in Chapter 62 of the North Carolina General Statutes, (b) applicable Commission Rules, (c) applicable tariffs or Rate Schedule(s), (d) these Service Regulations, (e) any application, agreement, Special Contract, or similar document executed by Customer and approved, as necessary, by the Commission pertaining to such service, and (f) any standard operating procedures of the Company reasonably necessary for the provision of such Service and administered on a nondiscriminatory basis. Copies of Chapter 62 of the General Statutes, applicable Commission Rules, Rate Schedules, and these Service Regulations are available from the Company for public inspection, as are copies of forms of applications, agreements, and other documents approved by the Commission. A copy of the Commission’s Rules may also be obtained from the Chief Clerk of the North Carolina Utilities Commission, 4325 Mail Service Center, Raleigh, North Carolina, 27699-4325, upon payment of the applicable fee or at the Commission’s Web Site at www.ncuc.net. Unofficial copies of the Company’s Rate Schedules and Service Regulations are also available at the Company’s Web Site at www.piedmontng.com. The Company shall provide all new non-residential Customers

with a copy of the applicable Rate Schedule(s) and written application for Service and/or other documents executed by the Company and the Customer pertaining to such Service. After a Customer has executed a written application and/or contract, no promise, statement or representation by an employee or agent of the Company or by any other person inconsistent with the written application and/or contract shall bind the Company to provide Service or to change the terms and conditions upon which Service will be rendered unless the same is in writing and is executed by an authorized representative of the Company. In the event there is a conflict between these Service Regulations and the provisions of the applicable currently effective Rate Schedule, the provisions of the Rate Schedule shall govern. The Commission Rules shall govern in the event of a conflict with these Service Regulations. The Company may not make any representation that conflicts with Commission Rules, its Rate Schedules or these Service Regulations.

4. Applicable Documents Subject to Change. All of the documents defining the obligations of the Company to provide Service and the obligations of the Customer upon the receipt of Service are subject to change from time to time upon order of or approval by the Commission and by other duly constituted governmental authorities. The Company does not undertake to advise any Customer of any such change except as may be required by the Commission or other duly constituted governmental authority.

5. Delivery Pressure. The Company will provide to Residential Customers a delivery pressure of either 7 inches water column (approximately ¼ pounds per square inch, gauge (psig)) or 2 psig. Commercial and Large General Customers can be provided a delivery pressure of up to 5 psig. The Company will consider providing delivery pressures greater than 5 psig on a case-by-case basis provided (1) it receives a request in writing, and (2) greater pressures are justified by requirements of Customer's Gas burning equipment. Approval will be conditioned on the Company's distribution system pressure availability and documentation supporting the need for a delivery pressure greater than 5 psig. Exceptions are subject to the approval of the Company.

6. Non-Waiver. The failure of the Company to enforce any provision of any applicable documents defining the obligations of the Company and its Customers shall not be deemed to be a continuing waiver of such provisions for any Customer or a waiver of any other provision of any of the applicable documents.

7. Process for Obtaining Consent to New or Changed Service. All Customers shall be required to make application to the Company for new or changed Service under any of the Company's Rate Schedules in such form and manner as may reasonably be required by the Company. Such applications shall be required in order to initiate Service under any Rate Schedule irrespective of whether Customer is then receiving service under any other Company Rate Schedule and for changes in the quantity of Service to be provided under an existing Rate Schedule. At a minimum, such application shall set forth the date of the application, the name of the Applicant, the location of the Premises for which Service is requested, the type of Service applied for and estimated gas consumption. Prior to being obligated to provide Service to Customer pursuant to such application,

Company shall conduct an examination and review of Customer's application for Service to determine: (1) that the Company has the operational ability to provide the Service requested, including the requisite upstream supply and/or capacity assets; (2) that the requested Service will not impede or interfere with the Company's ability to maintain Service to existing Customers with the same or a higher priority of service; (3) that provision of the requested Service will not have a materially adverse impact on the Company's ability to recover its approved margin; (4) that provision of the requested Service is economically feasible; and (5) that Customer is creditworthy as determined in accordance with the Commission's Rules and the Company's procedures. Provided that the Company's review and analysis indicates that Service can be provided as requested, the Company will then approve the requested Service. Company shall have no obligation to provide the requested Service absent such approval.

When the requested Service is to be provided to a Residential, Small or Medium General Service Customer, and the provision of such Service is economically feasible, the application and the Company's acceptance thereof may be oral at the Company's option. In such event, the Company's applicable Rate Schedules and these Service Regulations shall become effective and applicable to any Service rendered to such Applicant in the same manner as if the Company's standard written form of application for Service had been signed by the Applicant and accepted by the Company. Upon the provision of Service by the Company to such Customer, such oral service agreement shall be presumed to exist in any case where there is no written application accepted in writing by the Company.

In the event a Customer receiving Service under the Company's commercial or industrial (large general) sales Rate Schedules anticipates a reduction in its gas consumption, it shall provide prompt notice thereof to Company.

8. Gas Quality. All Gas delivered by the Company originates from upstream sources of supply over which the Company has no control. The quality requirements associated with such Gas are matters under the exclusive jurisdiction of the Federal Energy Regulatory Commission. As such, the Company shall have no liability for damages of any kind related to or arising from the quality or constituent characteristics of Gas delivered or sold to Customer. Company shall further have no responsibility to process, condition or otherwise modify Gas delivered to its system for redelivery or sale to Customers. It is Customer's sole responsibility to install, adjust, maintain, and operate their Gas burning equipment in a manner consistent with the prevailing quality of Gas delivered to the Company.

9. Non-Assignability of Right to Service. Any rights which accrue to the Customer under any of the applicable documents defining the obligations of the Company and its Customers are personal to Customer and may not be transferred or assigned without the written consent of the Company.

10. Vacated Premises. The Customer will notify the Company before quitting or vacating the Premises served and will pay, upon presentation, all bills due the Company for Service at the Premises. In the absence of the notice required by this paragraph, Customer shall remain fully liable for all Gas usage at the Premises on a continuing basis.

11. Right-of-Way. The Customer shall at all times furnish the Company a satisfactory and lawful right-of-way, at no cost to the Company, onto the Customer's Premises for the installation or servicing of Mains, Gas Service Lines, Meter Assemblies and other apparatus or Service Facilities necessary or incidental to the furnishing of Service to the Customer. The obligation of the Company to supply Service is dependent upon the Company securing and retaining all necessary rights-of-way, privileges, franchises or permits, for the delivery of such Service, and the Company shall not be liable to the Customer for any failure to deliver Service because of the Company's inability to secure or retain such rights-of-way, privileges, franchises or permits.

12. Access to Customer's Premises. The Company shall at all reasonable times have the right of ingress to and egress from the Premises of the Customer for any and all purposes connected with the delivery or termination of Service. The Company shall have the right, at its option and at its own expense, to place demand meters, pressure gauges, or other instruments on the Premises of the Customer for billing, testing, or other purposes with respect to the Customer's Service.

If a condition exists on a Premises, which in the Company's opinion is dangerous to Company employees or facilities and/or prevents normal access to the Company's facilities, including Meters, the Company may at its sole option and at the sole expense of the Customer remove or relocate its Service Facilities, Meter Assemblies and accessory equipment.

13. Installation and Maintenance of Facilities. The Company will install and maintain the necessary Mains, Gas Service Lines, Service Facilities, valves, regulators, Meter Assemblies, over-pressure devices, indexes, gauges, and/or other equipment or facilities required to provide Service. All facilities from the point of connection at the outlet of the Meter Assembly shall be owned, installed and maintained by and at the expense of the Customer. The Company may specify the content and pressure of the Gas to be furnished, the location of the Meter and the point where the service connection shall be made. The Company's obligation to install all such equipment and facilities, and to otherwise provide Service to Customer, shall be subject to Company's prior consent obtained through the processes set forth in paragraph 7 of these Service Regulations.

For residential customers, a presumption of the feasibility of providing new Service shall exist, and the connection of facilities needed to provide Service will be at no cost to the residential Customer, if (1) at a minimum, the Customer will be installing central gas primary heating, (2) the Gas Service Line extends along the route selected by the Company, (3) the Main borders the Customer's Premises and (4) the Gas Service Line is no more than 100 feet in length. In the event that the above conditions are not met for

new residential Customers, and in all cases of applications for changed residential Service or new or changed Service under non-residential Rate Schedules, the Service to be rendered to the Customer must provide a reasonable return to the Company . If the Customer wishes the facilities to be constructed along a route other than the route selected by the Company and/or if the Gas Service Line is more than 100 feet (for residential Customers) and/or the Service to be rendered to the Customer will not produce a reasonable return to the Company, the Company may require the Customer to pay the excess cost of constructing the facilities along the alternate route or in excess of 100 feet, provide a minimum margin commitment for Service to be rendered through the facilities, and/or to make a contribution which will permit the Company to earn a reasonable return on the facilities needed to provide Service.

14. Relocation of Facilities. After a Service connection has been made, it may be relocated on the Customer's Premises by the Company upon request of the Customer. The Customer must agree to change the location of the right-of-way and to bear the expense of the relocation, except to the extent such expense is offset by any additional load gained in connection with such relocation, as reasonably determined by Company. The relocation will not be made where it will interfere with or jeopardize the Company's Service either to the Customer desiring the change or to any other Customer(s). All rights of the Company incidental to the original location shall apply to the new location.

15. Title to the Facilities. The title to all facilities including Mains, Service Facilities, Gas Service Lines, Meters and accessory equipment up to and including the outlet of the Meter Assembly shall be vested in the Company, notwithstanding any charge which may be made to the Customer or payment made by the Customer for placement or relocation thereof.

16. Responsibility Beyond Delivery Point.

- (a) All piping and equipment installed by or on behalf of the Customer must be installed and maintained in accordance with the requirements of the local, county, state, and federal authorities, and the Customer shall keep in good and safe repair and condition all such piping and equipment from the outlet side of the Meter.
- (b) If the Customer's equipment might create either a vacuum or a backpressure, a device must be installed and maintained by the Customer to protect the Company's facilities.
- (c) Company shall not be responsible for equipment failures or malfunctions attributable to the Customer's failure to install or operate equipment appropriate for the Service provided by the Company including but not limited to the pressure and chemical composition of Gas delivered to Customer.

- (d) The Company's responsibility is to deliver Gas to the Customer at the outlet side of the Meter Assembly serving Customer in accordance with the applicable documents defining the obligations of the Company and its Customers. The Company is not responsible for the installation or maintenance of any pipes, facilities, gas using equipment or any other property beyond the point of delivery to the Customer. As between the Company and the Customer, the installation, maintenance and use of any pipes, facilities, gas using equipment or any other property beyond the outlet side of the Meter Assembly is the sole responsibility of the Customer.

17. Interference with Company Property. The Customer shall not tamper, interfere with or alter the Company's Meters or other property or permit the same to be done by any person other than the Company's authorized agents or employees. Damages caused or permitted by the Customer to said property shall be paid for by the Customer. North Carolina law makes it unlawful to alter, tamper with or by-pass a Gas Meter. This law provides for fines and/or imprisonment at the discretion of the court for this offense. In addition, this statute provides for recovery in a civil action by the Company for losses and damages sustained.

18. Excavation in Proximity of Company's Facilities. The Customer shall inform the Company of planned excavation activities in the proximity of the Company's facilities by calling 811 at least 48 business hours in advance of the planned excavation activities. The Customer will notify the Company prior to any additions or changes at the Customer's Premises which will extend over, under, or in close proximity to the Company's facilities, Mains, Meters, Gas Service Lines or Service Facilities.

19. Prohibition Against Resale of Gas. Gas is sold and/or delivered upon the express condition that the Customer shall not directly or indirectly sell or resell, assign, deliver, or otherwise dispose of Gas, or any part thereof, to any person, firm, or corporation, except where Service is provided under a Rate Schedule specifically providing for resale.

20. No Liability for Curtailment or Interruption of Service. In the event of a Curtailment or interruption of Service, regardless of cause, the Company shall use all reasonable diligence to remove the cause or causes thereof, but the Company shall not be liable for any loss or damage resulting directly or indirectly from such Curtailment or interruption.

21. Action to Maintain System Integrity. When the Company, in its sole discretion, determines that it is necessary to modify, curtail or interrupt service to maintain the integrity of its distribution or transmission system, to provide for its or the public's safety, or otherwise when Operating Conditions are such that the Company deems such action to be necessary, the Company shall have the right to modify, curtail or interrupt Service to any Customer through the issuance of an Operational Order. The Company shall not be liable for any loss or damage resulting from such Curtailment or interruption

of Service. Violation of such Operational Orders by any Customer shall subject such Customer to disconnection and/or financial penalties as provided in Rate Schedule 106. All Gas consumed by Customer after receiving an Operational Order directing such Customer to cease consuming Gas, shall constitute an unauthorized overrun volume within the meaning of Rate Schedule 106.

22. Discontinuance of Service. The Company, subject to the Commission Rules, shall have the right to modify, suspend or discontinue its Service for (a) repairs or other necessary work on its Mains or systems, (b) nonpayment of bills in accordance with Rules 6-16, 12-8 and 12-10 of the Commission's Rules, as the same may be amended from time to time, and (c) for any of the following reasons:

- (a) For any material misrepresentation as to the identity of the Customer making the application for Service.
- (b) For a material violation by the Customer of any terms or conditions of the documents that are approved by the Commission defining the obligations of the Company to provide Service and the obligations of the Customer upon the receipt of Service.
- (c) For the reason that the Customer's use of the Company's Service is detrimental to the service of other Customers. This may cover a Customer's failure, directly or indirectly, to deliver Gas to the Company.
- (d) For the reason that the Customer's use of the Company's Service conflicts with or violates orders, ordinances or laws of the State of North Carolina, or any subdivision thereof, or of the Commission or of any other governmental agency having jurisdiction over the Company or the Customer.
- (e) For the reason that piping, equipment, appliances or devices are installed or in use on the Customer's Premises, which permit the Gas to be used without passing through the Company's Meter, or which prevent, or interfere with the accurate measuring of the Gas by the Company's Meter.
- (f) For failure of the Customer to make, restore, or increase his deposit as required.
- (g) In the event of any condition determined by the Company to be hazardous.
- (h) In the event of tampering with the facilities and/or equipment installed and owned by the Company.

- (i) In the event of Operating Conditions or events of Force Majeure.

Where the Service has been discontinued for any reason except for the failure to pay for repairs or other necessary work by the Company, the Company shall have the right to refuse Service at the same Premises where there is clear, documented evidence of action taken by the Applicant with the intent to evade payment for utility Services. The Company may require reasonable proof of identity of the Applicant as a condition to providing Service.

23. Removal of Equipment. In the event of discontinuation of Service, the Company may enter the Premises of the Customer at any reasonable time and remove the Company's Meters, apparatus, appliances, fixtures or other property.

24. Non-Waiver of Default. Any delay or omission on the part of the Company in exercising its right to discontinue or suspend Service, or the acceptance of a part of any amount due, shall not be deemed a waiver by the Company of such right so long as any default in whole or in part or breach of contract on the part of the Customer shall continue, and whenever and as often as any default or breach of contract shall occur.

25. Establishment of Credit by Customer. The Company may require an Applicant for Service, or any existing Customer, to satisfactorily establish credit in accordance with the provisions of Rule R12-2 of the Commission Rules or to reestablish credit in accordance with the provisions of Rule R12-3 of the Commission Rules as the same may be amended from time to time. Applicants for new or changed service may be required to provide standard credit information at the request of Company in connection with the establishment or continuation of Service and to evidence continued creditworthiness for continuation of service in accordance with the Company's procedures.

26. Deposits. The Company may require a cash deposit prior to establishing, reestablishing, or continuing existing Service as one way for the Customer to establish credit in accordance with the provisions of Chapter 12 of the Commission Rules as the same may be amended from time to time.

27. Billing Procedure.

- (a) Meters will be read and bills rendered monthly for each Customer account on a cycle basis of approximately thirty (30) days. All bills are due and payable when rendered and become past due after twenty-five (25) days in the case of residential Customers and fifteen (15) days in the case of Customers other than residential, from the date the bill is rendered.
- (b) A late payment charge of one percent (1%) per month will be applied to all Customer's balances not paid prior to the next month's billing date.

- (c) The Company will deliver to the Customer a monthly bill of the amount due to the Company by mailing said bill by first-class mail to the mailing address furnished by the Customer or, at the Customer's election with Company agreement, by sending the bill electronically by way of computer internet connection. As long as the Company has placed the bill in the mail or sent the bill electronically on or before the billing date, a Customer's failure to receive a bill will not entitle the Customer to any extension of time for payment beyond the past due date. For Customers that elect, with the consent of the Company, to receive their bills electronically, notices regarding rate or Service changes, account status, or other notices typically provided with written bills, shall also be provided electronically.
- (d) The Company may, in its discretion and upon reasonable terms, accept major credit cards as payment of the monthly bill.
- (e) Where a Meter for any reason is not read at the regular reading date, the Company may estimate the amount of Service used by referring to the Customer's history of consumption for a similar prior period. To the extent practicable, the Company will avoid sending a Customer two successive estimated bills; however, in cases of Force Majeure, including actions or inaction rendering the Meter unreadable, bill estimates may be permitted for two successive billing periods, or greater. The Company will bill the Customer on the basis of the estimated use and will make any necessary adjustments when the Meter is next read.
- (f) No claim or demand which the Customer may have against the Company shall be offset or counter-claimed against the payment of any sum of money due the Company by the Customer for Services rendered, and all such sums shall be paid in accordance with the applicable documents defining the obligations of the Company and the Customer regardless of such claim or demand.
- (g) Monthly charges will not be prorated and will be assessed in full for provision of Gas Service during a partial billing period, except that if an initial bill covers 5 or fewer days of a billing period, no monthly charge will be assessed.
- (h) Customers shall not be entitled to aggregate usage from different Premises or Customer accounts for billing or any other purposes.
- (i) Customers who elect, with the consent of Company, to receive their bills electronically, shall also receive initial notices of disconnection of Service for nonpayment through electronic means as part of their regular bill, as anticipated by Commission Rule R12-10.

28. Adjustment of Bills Due to Failure or Inaccuracy of Meter. Bills which are incorrect due to meter or billing errors will be adjusted as provided in Rule R6-15 of the Commission Rules as the same may be amended from time to time.

Transportation Customers requiring adjustment to their bills for Meter failure or inaccuracy shall be adjusted in accordance with Rule R6-15 except for the commodity portion which will be cashed out in accordance with Rate Schedule 107.

29. Returned Check Charge. Where the Customer makes payment for Service by check which is not honored or paid by the bank, full payment will immediately be due and payable, and a Commission-approved handling charge will be added.

30. Curtailment Priority. It is contemplated that the Company will from time to time find it necessary to curtail or interrupt Gas Service to those Customers who purchase Gas from the Company under interruptible Rate Schedules. In addition, other factors beyond the control of the Company may make Curtailment or interruption of any Customer necessary. In all such events, to the extent practicable, and in the absence of a Commission directive requiring a different curtailment priority, the Company will curtail Customers based on the priorities established in Commission Rule R6-19.2.

31. Reconnection Fees. When Service has been discontinued at the request of the Customer or the Customer's Agent or for nonpayment of bills or pursuant to Section 22, and if reconnection is requested by the same Customer or the Customer's Agent at the same Premises, the Commission-approved Reconnection Fees will be charged.

32. Applicable Rate Schedules. The Company will at all times have current Rate Schedules on file with the Commission. The rates contained in these Rate Schedules are subject to change from time to time as permitted by the North Carolina Purchased Gas Adjustment Clause attached hereto as Appendix A, the Margin Decoupling Mechanism attached hereto as Appendix C and/or any lawful order of the Commission. The rates approved by and on file with the Commission shall prevail in the event of conflict with rates posted on the Company's Web Site.

33. Equal Payment Plan. The Equal Payment Plan ("EPP" or "Plan") is available to customers receiving service under Rate Schedules 101, 102 and 152. The availability and conditions of the Plan are attached hereto as Appendix D.

34. Small and Medium General Rate Service Classification. Small and Medium General Rate Service Classification under the Company's Rate Schedules 102 and 152 shall be based on the following criteria:

A. Definitions: As used in Small and Medium General Rate Service Classification, the following terms shall have the meanings assigned below:

(1) "Annual Review Period" shall mean the twelve (12) months ended

on December 31 of each year.

- (2) “Actual Annual Usage” shall mean the actual Natural Gas volumes consumed by the Customer during the Annual Review Period as reflected on the Company’s invoices for the Customer.
- (3) “Average Dekatherm per Day” shall be the Customer’s Actual Annual Usage divided by the number of Service Days within the Annual Review Period.
- (4) “Classification Usage” shall mean the usage criteria that establishes the minimum and/or maximum average daily usage that must be maintained in order to receive Service under a Rate Schedule. The classification usage for Rate Schedule 102 shall be less than an average of 20 Dekatherms per day. The classification usage for Rate Schedule 152 shall equal or exceed an average of 20 Dekatherms per day but be less than an average of 50 Dekatherms per day.
- (5) “Involuntary Curtailment Days” shall mean those days or portions of days in a given Annual Review Period where Curtailment of the Customer’s Natural Gas Service was imposed by the Company’s decision to curtail.
- (6) “Service Days” shall mean 365 days less the number of Involuntary Curtailment Days.

B. Procedures:

(1) During January and February of each year, the Company will determine for each Customer served under Rate Schedule 102 and Rate Schedule 152 that Customer’s Average Dekatherm per Day usage for each of the two most recent Annual Review Periods.

(2) Those Customers currently receiving Service under Rate Schedule 102 whose usage in each of the most recent two (2) Annual Review Periods is equal to or exceeds 20 Dekatherms a day, will be eligible for transfer to Rate Schedule 152.

(3) Those Customers currently receiving Service under Rate Schedule 152 whose usage in each of the most recent two (2) Annual Review Periods is less than 20 Dekatherms a day, will be eligible for transfer to Rate Schedule 102.

(4) Those Customers currently receiving Service under Rate Schedule

102 or 152 whose usage in each of the most recent two (2) Annual Review Periods is equal to or greater than 50 Dekatherms per day will be eligible for transfer to Rate Schedule 103, 104, 113, or 114 as applicable.

(5) All changes in rate classification under this section shall be effective on the first day of June following the review. The Company shall not be liable for any loss or damage resulting from a change in rate classification.

- C. Exceptions: If a Customer currently being billed under Rate Schedule 102 adds Natural Gas equipment that increases the Customer's Average Dekatherms per Day to the point where the customer will qualify for Rate Schedules 152 103 or 104, the Company may, upon notification from the Customer and subject to installation verification by the Company, transfer the Customer to the new Rate Schedule prior to June 1 of that year.

35. Large General Rate Service Classification. Large General Rate Service classification under the Company's Rate Schedules, 103, 104, 113 and 114 shall be based on the following criteria:

- A. Definitions: As used in Large General Rate Service Classification, the following terms shall have the meanings assigned below:

- (1) "Actual Annual Usage" shall mean the actual Natural Gas volumes sold or transported for the Customer by the Company as reflected on the Company's bills for that Customer.
- (2) "Annual Review Period" shall mean the twelve (12) months ended on December 31 of each year.
- (3) "Average Dekatherm per Day" shall mean the Actual Annual Usage of a Customer divided by the number of Service Days within the Review Period.
- (4) "Classification Usage" shall mean the usage criteria that establishes the minimum and/or maximum average usage that must be maintained in order to receive service under any rate schedule. For existing Customers, the classification usage for Rate Schedule 102 and 152 shall not exceed an average usage of 50 Dekatherms per day. For existing Customers, the classification usage for Rate Schedules 103, 104, 113 and 114 shall exceed an average usage of 50 Dekatherms per day.
- (5) "Involuntary Curtailment Days" shall mean those days or portions of days in a given Review Period where curtailment of the

Customer's Natural Gas Service was imposed by the Company's decision to curtail.

- (6) "Service Days" shall mean 365 days less the sum of the number of Involuntary Curtailment Days and the number of days that Customer consumed an alternative fuel to Natural Gas.

B. Procedures:

(1) During January and February of each year, the Company will determine for each Customer served under Rate Schedules, 103, 104, 113 and 114 the Customer's Average Dekatherm per Day usage for each of the two most recent Annual Review Periods.

(2) A Rate Schedule 102 or 152 Customer whose usage is equal to or greater than the 50 Dekatherms threshold in the two most recent Review periods will be eligible for transfer to Rate Schedule 103, 104, 113 or 114, as applicable,. A Rate Schedule 103, 104, 113 or 114 Customer whose usage is less than the 50 Dekatherms threshold in both of the most recent two Review Periods will be eligible for transfer to the appropriate Small or Medium General Service Rate Schedule. Customers receiving Service under Rate Schedules 103 or 104 shall be eligible to elect transportation service to be effective with the rate reclassification.

(3) All changes in rate classification under this section shall be subject to Company consent as provided under Section 7 of these Service Regulations. All changes in rate classification under this section shall be effective on the first day of June following the review. The Company shall not be liable for any loss or damage resulting from a change in rate classification, including any loss resulting from the purchase of gas by a transportation Customer who has been reclassified to a sales Rate Schedule.

(4) Customers who are reclassified shall be notified of the change in Rate Schedule, and receive a copy of the tariff sheets applicable to his old and new Rate Schedules at least 21 days prior to the effective date of the change.

- C. Exceptions: If a Customer adds or retires a major piece of gas-burning equipment, changes the hours of operations or otherwise materially alters the Customer's business that will clearly increase, or decrease, the Customer's consumption on an ongoing basis to a level that will change the Customer's ability to qualify for a particular Rate Schedule, the Customer shall report such changes to the Company and afford the Company an opportunity to inspect the change in equipment and to meet with the Customer to review and discuss the anticipated future level of consumption. If, after such inspection and meeting, the Company is satisfied that reclassification is appropriate, utilizing the mechanisms set forth in Section 7 of

these Service Regulations, the reclassification will occur within two months after the new equipment is in place and operational, or the retirement is completed, and the first Meter reading reflects the higher anticipated usage resulting from the new equipment or the lower anticipated usage resulting from the retirement. Any reclassification pursuant to this paragraph is subject to correction if actual experience so warrants. If the reclassification results in qualification for Service under Rate 103 or 104, the Customer shall provide an election form one week prior to reclassification if a transportation election is desired. Otherwise, Service will be provided under Rate Schedule 103 or 104, dependent upon rate qualification.

- D. Requirements: Upon reclassification from Rate 102 or 152 to either Rate 103, 104, 113, or 114, as well as new Customers on these Rate Schedules, the Customer will be responsible for installing and maintaining, at the Customer's expense, a dedicated 110v electrical service in a location suitable to provide electrical service for the Company's telemetering equipment.

36. Extra Facilities. At the request of the Customer with Company agreement, the Company will furnish, install, own and maintain facilities which are in addition to those necessary for delivery of Service at one point, through one Meter, at a maximum pressure in accordance with the applicable Rate Schedule, such additional facilities to be furnished under an "Extra Facilities Clause" added to and made a part of the Company's standard form of contract and containing the following provisions:

- A. Service shall be used solely by the contracting Customer in a single enterprise located entirely on a single, contiguous Premises, and there shall be no exemption from any of the other provisions of these Service Regulations.
- B. "Extra Facilities" shall consist of such of the following as may be required: Meter, Meter Assembly, Gas Service Line, Main, telemetering equipment or other equipment installed for the exclusive use of the contracting Customer, other than facilities which the Company would furnish to the Customer without cost under its standard form of contract.
- C. The facility to be supplied shall be Company standard Main, Gas Service Lines and Meter equipment installed only on the Company side of the point of delivery.
- D. A monthly "Extra Facilities Charge" equal to 1.7% of the installed cost of the facilities, but not less than \$25, shall be billed to the Customer in addition to the billing for facilities charge, demand charge and sales or transportation charges.
- E. The "Installed Cost of Extra Facilities" shall be the original cost of material used, including spare equipment, if any, plus applicable labor, transportation, stores, tax, engineering and general expenses, all estimated if not known. The original

- cost of materials used is the current market price of the equipment at the time the equipment is installed, whether said equipment is new or out of inventory.
- F. When the Extra Facilities requested by the Customer consist of those required to furnish Service at either more than one delivery point on the Premises or at more than one pressure, or both, the Installed Cost of the Extra Facilities to be used in the computation of the Extra Facilities Charge shall be the difference between the installed cost of the facilities made necessary by the Customer's request, and the installed cost of the facilities which the Company would furnish without cost to the Customer under its standard form of contract.
- G. The Company shall have the option of refusing requests for Extra Facilities if, on its own determination, the requested facilities are not feasible, or may adversely affect the Company's Service to other customers.
- H. Contracts containing the Extra Facilities clause shall have a minimum original term of 5 years to continue from year to year thereafter, but the Company may require the payment of removal costs in contracts with original terms of 10 years or less, and may require advance payment of the Extra Facilities Charge for a period equal to one-half the original term of the contract.

37. Complaints. Customers who have a disagreement with the Company may call the Public Staff Consumer Services Division at telephone number (919) 733-9277 for assistance, or write to the address below:

Public Staff - NC Utilities Commission
Consumer Services Division
4326 Mail Service Center
Raleigh, NC 27699-4326

38. Taxes. Customer shall be responsible for payment of all taxes attributable to or due in connection with the provision of any Service by the Company to the Customer, including the excise taxes required by Article 5E of Chapter 105 of the North Carolina General Statutes.

39. Agency Authorization. Certain Rate Schedules permit a Customer to authorize a Customer's Agent to act on its behalf with respect to nominations, imbalance resolution, and/or billing. In order to be considered a Customer's Agent, the agent must execute and be in compliance with all of the terms of the Customer Agent Agreement form set forth in Appendix B to these Service Regulations.

APPENDIX A

PROCEDURE FOR RATE ADJUSTMENTS UNDER G.S. 62-133.4

1. Purpose.

The purpose of this Appendix A is to set forth the procedures by which Piedmont Natural Gas Company, Inc. can file to adjust its rates pursuant to G.S. 62-133.4. The intent of these procedures is to permit Piedmont to recover 100% of its prudently incurred gas costs applicable to its North Carolina operations.

2. Definitions. As used in this Appendix, the following definitions shall apply:

- (a) **"LDC"** shall mean Piedmont Natural Gas Company, Inc.
- (b) **"Gas Costs"** shall mean the total delivered cost of gas paid or to be paid to Suppliers, including but not limited to all commodity/gas charges, demand charges, peaking charges, surcharges, emergency gas purchases, over-run charges, capacity charges, standby charges, reservation fees, gas inventory charges, minimum bill charges, minimum take charges, take-or-pay charges, take-and-pay charges, storage charges, service fees and transportation charges, and any other similar charges in connection with the purchase, storage or transportation of gas for the LDC's system supply.
- (c) **"Suppliers"** shall mean any person or entity, including affiliates of the LDC who locates, produces, purchases, sells, stores and/or transports natural gas or its equivalent to, for or on behalf of the LDC. Suppliers may include, but not be limited to, interstate pipeline transmission companies, producers, brokers, marketers, associations, intrastate pipeline transmission companies, joint ventures, providers of Liquefied Natural Gas, Liquefied Petroleum Gas, Synthetic Natural Gas and other hydrocarbons used as feed stock, other local gas distribution companies and end-users.
- (d) **"Benchmark Commodity Gas Costs"** shall mean the LDC's estimate of the City Gate Delivered Gas Costs for gas supplies, excluding Demand Charges and Storage Charges as approved in the LDC's last general rate case or gas cost adjustment proceeding. The Benchmark Commodity Gas Costs may be amended from time to time as provided in Section 3(a).

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- (e) **"City Gate Delivered Gas Costs"** shall mean the total delivered Gas Costs to the LDC at its city gate.
- (f) **"Commodity and Other Charges"** shall mean all Gas Costs other than Demand Charges and Storage Charges and any other Gas Costs determined by the Commission to be properly recoverable from sales Customers.
- (g) **"Demand Charges and Storage Charges"** shall mean all Gas Costs which are not based on the volume of gas actually purchased or transported by the LDC and any other gas costs determined by the Commission to be properly recoverable from applicable sales and transportation Customers.
- (h) **"Apportionment Percentage or Amount"** shall mean the percent or amount of Demand Charges and Storage Charges allocated to each rate schedule.

3. Rate Adjustments Under These Procedures.

- (a) **Sales Rates.** In the event the LDC anticipates a change in its City Gate Delivered Gas Costs, the LDC may apply and file at least 14 days prior to the proposed effective date, revised tariffs in order to increase or decrease its rates to its Customers as hereinafter provided. The Commission may issue an order allowing the rate change to become effective simultaneously with the effective date of the change or at any other time ordered by the Commission. If the Commission has not issued an order within 120 days after the application, the LDC may place the requested rate adjustment into effect. Any rate adjustment under this Section 3(a) is subject to review under Section 6.
- (i) **Demand Charges and Storage Charges.** Whenever the LDC anticipates a change in the Demand Charges and Storage Charges, the LDC may (as hereinabove provided) change its rates to Customers under each applicable rate schedule by an amount computed as follows:

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$$\frac{[(\text{Total Anticipated Demand Charges and Storage Charges} - \text{Prior Demand Charges and Storage Charges}) \times \text{NC Portion}^*] \times \text{Apportionment \% -age or Amount}}{\text{Sales and Transportation Volumes as applicable}^* \text{ (by rate schedule)}} = \text{Increase (Decrease) Per Unit (by rate schedule)}$$

* Established by the Commission in the last general rate case

- (ii) **Commodity and Other Charges.** Whenever the LDC's estimate of its Benchmark Commodity Gas Costs changes, the LDC may (as hereinabove provided) change the rates to its Customers purchasing gas under its sales rate schedules, incorporating the Benchmark Commodity Gas Costs, by an amount computed as follows:

$$\frac{[\text{Volumes of gas purchased}^* \text{ (excluding Company Use and Unaccounted For)} \times (\text{New Benchmark Commodity Gas Costs} - \text{Old Benchmark Commodity Gas Costs})] \times \text{NC Portion}^*}{\text{Volumes of gas purchased for System Supply}^* \text{ (excluding Company Use and Unaccounted For)} \times \text{NC Portion}^*} = \text{Increase (Decrease) Per Unit}$$

Volumes of gas purchased for
System Supply* (excluding Company Use and
Unaccounted For)* X NC Portion*

* Established by the Commission in the last general rate case

- (b) **Transportation Rate.** Transportation rates will be computed by adding the applicable Demand Charges and Storage Charges (at the Apportionment Percentage or Amount approved and allocated to each rate schedule by the Commission) to the per unit distribution margin established by the Commission in the last general rate case. Increments or decrements for Demand Charges and Storage Charges may apply to transportation rates based on the Apportionment Percentage or Amount.
- (c) **Other Changes in Purchased Gas Costs.** The intent of these procedures is to permit the LDC to recover its actual prudently incurred Gas Costs. If any other Gas Costs are incurred, they will be handled as in Section 3(a)(i) if they are similar to Demand Charges and Storage Charges, or as in Section 3(a)(ii) if they are similar to Commodity and Other Charges.

4. True-up of Gas Costs.

- (a) **Demand Charges and Storage Charges.** On a monthly basis, the LDC shall determine the difference between (a) Demand Charges and Storage Charges billed to its Customers in accordance with the Commission-approved allocation of such costs to the LDC's various rate schedules and (b) the LDC's actual Demand Charges and Storage Charges. This difference shall be recorded in the LDC's deferred account for demand and storage charges. Increments and decrements for this deferred account, including the portion of the Commodity and Other Charges true-up calculated under Section (4)(b) and apportioned to this deferred account, flow to applicable sales and transportation rate schedules as allocated and approved by the Commission. Where applicable, the percentage allocation to North Carolina shall be the percentage established in the last general rate case.
- (b) **Commodity and Other Charges.** On a monthly basis, the LDC shall determine with respect to gas sold (including Company use and unaccounted for) during the month the difference between (a) the actual Commodity and Other Charges incurred and (b) the actual Commodity and Other Charges billed to Customers. This difference shall be apportioned each month to the LDC's deferred account for commodity and other charges based on the ratio of volumes sold to the volumes purchased for that month. The residual portion of the difference not apportioned to the LDC's deferred account for commodity and other charges shall be apportioned each month to the LDC's deferred account for Demand Charges and Storage Charges. Increments and decrements for Commodity and Other Charges flow to all sales rate schedules incorporating the Benchmark Commodity Gas Costs.
- (c) **Repealed.**

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- (d) **Supplier Refunds and Direct Bills.** In the event the LDC receives supplier refunds or direct bills with respect to gas previously purchased, the amount of such supplier refunds or direct bills will be recorded in the appropriate deferred account, unless directed otherwise by the Commission.

5. Other.

- (a) Gas Costs changes not tracked concurrently shall be recorded in the LDC's appropriate deferred account.
- (b) The Commodity and Other Charges portion of gas inventories shall be recorded at actual cost and the difference in that cost and the cost last approved under Section 3(a)(ii) shall be recorded in the deferred account when the gas is withdrawn from inventory.
- (c) The LDC shall file with the Commission (with a copy to the Public Staff) a complete monthly accounting of the computations under these procedures, including all supporting workpapers, journal entries, etc., within 45 days after the end of each monthly reporting period. All such computations shall be deemed to be in compliance with these procedures unless within 60 days of such filing the Commission or the Public Staff notifies the LDC that the computations may not be in compliance; provided, however, that if the Commission or the Public Staff requests additional information reasonably required to evaluate such filing, the running of the 60 day period will be suspended for the number of days taken by the LDC to provide the additional information.
- (d) Periodically, the LDC may file to adjust its rates to refund or collect balances in these deferred accounts through decrements or increments to current rates. In filing for an increment or decrement, the LDC shall state the amount in the deferred account, the time period during which the increment or decrement is expected to be in effect, the rate classes to which the increment or decrement is to apply, and the level of volumes estimated to be delivered to those classes. Any such increments or decrements shall be made on the applicable Apportionment Percentage or Amount basis for all affected rate classes, unless otherwise ordered by the Commission.
- (e) Notwithstanding the provisions of this Rule, the LDC may offset negotiated losses in any manner authorized by the Commission. As of the effective date of this Appendix A, the LDC is permitted to negotiate rates to certain industrial Customers when necessary or appropriate to meet the prices of competitive fuels or energy sources or otherwise to avoid the loss of sales or transportation service to these Customers. To permit the LDC to provide

service to these Customers without suffering a loss of margin, the LDC shall record the negotiated losses in the "All Customers" deferred account. If the LDC should negotiate rates for any purpose other than meeting competition from alternate fuel or energy sources, the LDC will file a report with the Commission stating the reason for any such negotiation. Such reports will be filed within 45 days after the month in which the negotiation took place.

6. Annual Review.

- (a) **Annual Test Periods and Filing Dates.** The LDC will submit to the Commission the information and data required in Section 6(c) for an historical 12-month test period. This information will be filed on or before August 1 of each year based on a test period ended May 31.
- (b) **Public Hearings.** The Commission will schedule an annual public hearing pursuant to G.S. 62-133.4(c) in order to compare the LDC's prudently incurred Gas Costs with Gas Costs recovered from all its Customers that it served during the test period. The public hearing will be on the first Tuesday of October. The Commission, on its own motion or the motion of any interested party, may change the date for the public hearing and/or consolidate the hearing required by this section with any other docket(s) pending before the Commission with respect to the affected LDC.
- (c) **Information Required in Annual Filings.** The LDC will file information and data showing the LDC's actual gas costs, volumes of purchased gas, sales volumes, negotiated sales volumes and transportation volumes and such other information as may be directed by the Commission. All such information and data will be accompanied by workpapers and direct testimony and exhibits of witnesses supporting the information.
- (d) **Notice of Hearings.** The LDC will publish a notice for two (2) successive weeks in a newspaper or newspapers having general circulation in its service area, normally beginning at least 30 days prior to the hearing, notifying the public of the hearing before the Commission pursuant to G.S. 62-133.4 and setting forth the time and place of the hearing.
- (e) **Petitions to Intervene.** Persons having an interest in any hearing held under the provisions of this Appendix A may file a petition to intervene setting forth such interest at least 15 days prior to the date of the hearing. Petitions to intervene filed less than 15 days prior to the date of the hearing may be allowed at the discretion of the Commission for good cause shown.

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- (f) **Filing of Testimony and Exhibits by the Public Staff and Intervenors.** The Public Staff and other intervenors may file direct testimony and exhibits of witnesses at least 15 days prior to the hearing date. If a petition to intervene is filed less than 15 days prior to the hearing date, it shall be accompanied by any direct testimony and exhibits of witnesses the intervenor intends to offer at the hearing.
- (g) **Filing of Rebuttal Testimony.** The LDC may file rebuttal testimony and exhibits within 10 days of the actual receipt of the testimony of the party to whom the Rebuttal Testimony is addressed.

APPENDIX B

CUSTOMER AGENT AGREEMENT

This Customer Agent Agreement ("Agreement") is made this ____ day of _____, 201_, by and between Piedmont Natural Gas Company, Inc. ("Piedmont") and _____ ("Agent").

WHEREAS, Piedmont's natural gas transportation tariffs provide for the ability of customers receiving Piedmont's transportation services to designate and utilize a third-party agent for purposes of making nominations for and delivering natural gas to Piedmont on behalf of such customers and managing imbalances on the Piedmont system resulting from such activities; and

WHEREAS, in undertaking such activities on behalf of Piedmont's customers, such Agents have the capacity to create material economic and operational risks for Piedmont and its customers; and

WHEREAS, Agent desires to act as a Customer Agent on Piedmont's system; and

WHEREAS, Piedmont is willing to permit Agent to operate on its system under the terms and conditions set forth herein and under the parameters of Piedmont's approved tariffs and service regulations.

NOW, THEREFORE, in consideration of the premises, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Piedmont and Agent agree as follows:

1. Establishment and Maintenance of Creditworthiness. Except as otherwise expressly provided in this Paragraph 1, each Agent must establish credit with Piedmont in the form of a Letter of Credit, escrow deposit, parental guaranty, or otherwise, in form and substance acceptable to Piedmont, in an amount equal to or greater than the dollar value obtained by the following formula at all times:

The higher of Agent's average daily load for the previous month or Agent's First-of-Month confirmed daily nomination quantity for the new month x 3 days x (NYMEX prompt month close) x 1.25

Each month, prior to nominating transactions for the first of the month business, an evaluation will be made to ensure that the established credit does not fall below the value obtained from the formula shown above. In the event Agent's established credit falls below the value obtained

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through application of the formula shown above, either during this monthly evaluation or at any other time, Piedmont may require that the value of said Letter of Credit, escrow deposit, parental guaranty, or other form of assurance be changed at any time in order to reestablish adequate creditworthiness hereunder. In the event Agent fails to establish creditworthiness as set forth above, or fails to comply within 5 days with directions from Piedmont to increase the amount of its credit instruments as provided herein, then Agent's right to conduct business on the Piedmont system shall be suspended until such time as Agent shall be in compliance with the creditworthiness provisions set forth herein (including any requirements to increase said creditworthiness). The foregoing creditworthiness requirements shall not apply to any Agent to the extent that and for so long as such Agent's creditworthiness obligations under this Paragraph 1 would be less than or equal to \$100,000.

2. Customer Agent Imbalance Restrictions. Agent shall use all reasonable efforts to minimize intra-month imbalances. Agent agrees to adhere to the imbalance provisions set forth in Piedmont's Service Regulations and Rate Schedules, as in effect from time to time.

3. Allocation of Imbalance Quantities/Penalties. Concurrent with the submission of monthly nominations, Agent shall provide Piedmont with a schedule of allocated nominations for customers to be served by Agent for the following month. This allocation shall serve as the basis for resolving imbalances with Agent's customers to the extent those imbalances are not resolved by Agent. In the event Agent fails to submit such schedule, and further fails to resolve any monthly imbalance during the term hereof, those imbalances and any attendant penalties shall be allocated to Agent's customers, *pro rata*, based upon the actual usage of each such customer during the month to which the unresolved imbalance and/or penalties is attributable.

4. Failure to Comply with Operational Notices, and Agent Creditworthiness and Imbalance Requirements. If Agent fails to adhere to the imbalance and credit requirements set forth above, or to obey specific instructions issued by Piedmont and designed to preserve the operational integrity of Piedmont's system, Agent (a) shall be subject to the Unauthorized Over Run Penalty provisions of Piedmont's Rate Schedule 106, and (b) shall have its right to transact business on Piedmont's system suspended. Upon any such suspension, Agent's authorization to conduct business on the Piedmont system shall not be restored until such time as Agent is in full compliance with the provisions hereof and all applicable provisions of Piedmont's tariffs and service regulations.

5. Term. This Agreement shall become effective as of the date first written above and shall continue in full force or effect until terminated by either party hereto upon sixty (60) days written notice.

6. Supplemental Nature of Agreement. This Agreement is supplemental to the provisions of Piedmont's approved tariffs and service regulations, the provisions of which shall

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also apply to services rendered hereunder. As such, the restrictions and requirements set forth herein are cumulative in nature and in addition to any other imbalance or penalty provisions set forth in Piedmont's approved tariffs and service regulations.

7. Billing and Payment. Billings to Agent for any amounts due hereunder, and payments by Agent on such billings, shall be made in a manner consistent with the billing and payment provisions of the underlying transportation tariffs pursuant to which service is rendered.

8. Miscellaneous.

- A. Modification. This Agreement may not be modified or amended except by the execution of a written agreement by the parties hereto.
- B. Waiver. No failure by any party to enforce this agreement with respect to any default in the performance of any of the provisions of this Agreement shall operate or be construed to operate as a waiver thereof or of any similar future default.
- C. Assignment. This Agreement may not be assigned by any party hereto without the express written consent of the other party hereto.
- D. Jurisdiction. This Agreement and the respective obligations of the parties hereto are subject to all valid laws, orders, rules and regulations of the North Carolina Utilities Commission and any other governmental bodies having jurisdiction.
- E. Conflict of Laws. The construction, interpretation, and performance of this Agreement shall be in accordance with the substantive laws of the State of North Carolina without regard to any conflicts of laws provisions thereof.

IN WITNESS WHEREOF, the undersigned parties have executed this agreement as of the year and date first written above.

AGENT

PIEDMONT NATURAL GAS COMPANY, INC.

By: _____
Title: _____

By: _____
Title: _____

Issued by Thomas E. Skains, Chairman, President and CEO
Issued to comply with authority granted by the
North Carolina Utilities Commission
Docket No. G-9, Sub 550

Issued: 10/30/2008
Effective: 11/01/2008

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MAILING ADDRESS

Please submit to: Transportation & Pipeline Services
 Piedmont Natural Gas Company
 P.O. Box 33068
 Charlotte, N.C. 28233

OR

Transportation & Pipeline Services
Fax Number: (704) 364-8320

APPENDIX C

Margin Decoupling Tracker

1. Provision for Adjustment

The base rates per therm (100,000 Btu) for gas service set forth in Rate Schedules 101, 102 and 152 of Piedmont Natural Gas Company (Company) shall be adjusted by an amount hereinafter described which amount is referred to as the “Margin Decoupling Adjustment.” The Margin Decoupling Adjustment shall be calculated, as a decrement or an increment, and applied to Rate Schedules 101, 102 and 152 to refund or recover the balance in the “Margin Decoupling Deferred Account.” The Margin Decoupling Deferred Account shall be established by a monthly adjustment hereinafter described, which monthly adjustment is referred to as the “Margin Decoupling Deferred Account Adjustment.”

2. Definitions

For the purposes of this Rider:

“Commission” means the North Carolina Utilities Commission

“Relevant Rate Order” means the final order of the Commission in the most recent litigated rate case of the Company fixing the rates of the Company or the most recent final order of the Commission specifically prescribing or fixing the factors and procedures to be used in the application of this Rider.

3. Computation of Margin Decoupling Deferred Account Adjustment

The Margin Decoupling Deferred Account Adjustment, for each of the Rate Schedules 101, 102 and 152, shall be computed monthly to the nearest dollar by the following formulas:

$\text{Base Load Therms}_i = \text{Actual Customers}_i \times \text{Base Load}_i$

$\text{Heat Sensitive Therms}_i = \text{Actual Customers}_i \times \text{Heat Sensitivity Factor}_i \times \text{Normal Degree Days}$

$\text{Normalized Therms}_i = \text{Base Load Therms}_i + \text{Heat Sensitive Therms}_i$

$\text{Normalized Margin}_i = \text{Normalized Therms}_i \times \text{R Factor}_i$

$\text{Actual Margin}_i = \text{Actual Therms}_i \times \text{R Factor}_i$

$\text{Margin Decoupling Deferred Account Adjustment}_i = \text{Normalized Margin}_i - \text{Actual Margin}_i$

APPENDIX C

Where:

i	=	any particular rate schedule
Actual Customers _{i}	=	Actual customers billed for the billing cycle month for the i^{th} rate schedule
Actual Therms _{i}	=	Actual therms used for the billing cycle month for the i^{th} rate schedule
R Factor _{i}	=	base rate (approved rate less fixed and commodity cost of gas) for the i^{th} schedule or classification utilized by the Commission in the Relevant Rate Order for the purpose of determining normalized test year revenues.
Heat Sensitivity Factor _{i}	=	heat sensitive factor for the i^{th} schedule of classification utilized by the Commission in the Relevant Rate Order for the purpose of determining normalized test year revenues.
Normal Degree Days	=	normal, 15 th to 15 th , heating degree days utilized by the Commission in the Relevant Rate Order for the purpose of determining normalized test year revenues.
Base Load _{i}	=	base load sales for the i^{th} schedule or classification utilized by the Commission in the Relevant Rate Order for the purpose of determining normalized test year revenues.

4. Filing with Commission

The Company will file monthly as directed by the Commission (a) a copy of each computation of the Margin Decoupling Deferred Account Adjustment by rate schedule, (b) a schedule showing the effective date of each such Margin Decoupling Deferred Account Adjustment, and (c) a schedule showing the factors of values derived from the Relevant Rate Order used in calculating such Margin Decoupling Deferred Account Adjustment. Such reports will be filed within 45 days after the end of the month for which the report is being filed.

APPENDIX C

5. Computation of Margin Decoupling Adjustment

Effective for both the first day of April's Bill Cycle Month and the first day of November's Bill Cycle Month, the Margin Decoupling Adjustment to refund or recover the balance in the Margin Decoupling Deferred Account, shall be calculated to the nearest one-thousandth cent per therm by the following formula:

$$\text{Margin Decoupling Adjustment} = \frac{\text{Margin Decoupling Deferred Account Balance}}{\text{Annual Therms}_{ti}}$$

Where:

Margin Decoupling Deferred Account Balance = Balance at January 31 and August 31

Annual Therms = Normalized volumes assigned in most recent rate case

ti = Total for Rate Schedules 101, 102 and 152

6. Interest

Interest will be applied to the Margin Decoupling Deferred Account at the Company's authorized overall rate of return.

7. Filing with Commission

The Company will file revised tariffs for Commission approval upon 14 days notice to implement a decrement or an increment each April and November. With the filing the Company will include a copy of each computation of the Margin Decoupling Adjustment.

APPENDIX D

Equal Payment Plan (EPP)

AVAILABILITY

The Equal Payment Plan (“EPP” or “Plan”) is available to customers receiving service under Rate Schedules 101, 102 and 152 whose accounts are in good standing. For purposes of the EPP, a customer shall be in good standing if they have not had service terminated or been removed from the Plan within the immediately prior twelve (12) month period for non-payment of bills. The Plan is designed to provide the customer the option of paying equal payments over a twelve-month period and is available during any month of the year. The Company shall have discretion, but shall not be required, to include existing balances in the calculation of monthly EPP payments as provided below, where a customer has a difficult time paying his monthly bills. In circumstances where an existing balance exists, the Company may require that as much of the old balance as possible be paid up front in order to help keep future payments as low as possible.

GENERAL TERMS AND CONDITIONS

At the customer’s election, the Company will calculate payments under the Plan based on the customer’s actual consumption history during the past 12-months adjusted for normal weather. The estimated monthly usage will be priced at the Company’s currently approved margin rates plus an estimated benchmark cost of gas based on the forward-looking NYMEX futures prices for the upcoming 12-month period. Applicable franchise fees and sales tax will then be added to arrive at the estimated annual billing amount. If the customer has an outstanding balance, and Company agrees to include some or all of that balance under the EPP, it will be added to the estimated annual amount. The monthly payment will be calculated by dividing the estimated annual billing amount plus any outstanding balance included under the EPP by twelve. After 11 payments have been made, the customer will be sent a twelfth-month “true-up” bill reflecting any underage or overage of the total of the past 11 payments. Underages will be treated as debits and overages will be treated as credits and applied to the next billing. Refunds may be made by check if the overage exceeds \$25.00. Unless otherwise requested, the customer will remain on EPP after the twelfth bill with a new monthly EPP amount calculated.

MID-YEAR ADJUSTMENTS

In order to avoid unusually large debit or credit balances to the customer’s account, the Company may make mid-year adjustments to the EPP payments. During periods of highly volatile wholesale gas prices, more frequent EPP adjustments may be required to avoid unusually large debit or credit balances. The Company will notify the customer with a notation on the bill, bill insert or separate mailing of any adjustments to payments.