RATE 334A
RATE FOR GAS SERVICE
OFF-PEAK NON-RESIDENTIAL INTERRUPTIBLE NEGOTIATED SERVICE

TO WHOM AVAILABLE

Available to Non-Residential Customers for gas service on an interruptible basis when in the judgment of the Company, gas supplies are available for non-firm service, and its service facilities are adequate to render proper service to the Customer without impairing the quality of the Company's service to other customers.

Service hereunder is available to (1) customers who have functioning alternate fuel capability and/or (2) to off-peak seasonal processing customers who typically use 90% of their annual gas requirements during the off-peak period, such period defined as April 1 through November 30, which shall be verified by a representative of the Company, who can and will promptly curtail or cease the take of gas under this Rate Schedule, within the notice period provided for in the General Terms and Conditions of Service set out below, by discontinuing their operations and/or utilizing alternate fuel facilities.

CHARACTER OF SERVICE

Gas service under this Rate Schedule shall only be available at the sole discretion of the Company and is cancelable by the Company at any time without notice.

RATE

The rate for gas delivery service and gas supplied hereunder shall consist of a Customer Charge and Commodity Charge, as follows:

Customer Charge

$602.08 per month

Commodity Charge

The Commodity Charge will be comprised of a Delivery Charge and a Gas Supply Charge. The Commodity Charge may vary depending upon the Customer's alternate fuel, i.e., (i) coal, (ii) #2 oil, (iii) #6 oil, (iv) propane, or (v) electricity, or (vi) off-peak seasonal processing, and will be individually negotiated within the terms of the Customer's Service Agreement.

MONTHLY MINIMUM CHARGE

The Customer's monthly Minimum Charge under this Rate Schedule shall be the Customer Charge and any applicable Riders as identified in Appendix A.

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GENERAL TERMS AND CONDITIONS OF SERVICE

A written Service Agreement between the Company and Customer is required under this Rate Schedule setting the rate(s) of delivery of gas purchased by any Customer under this Rate Schedule and shall provide for a mutually acceptable initial term and extension thereof, if any.

Gas service furnished under this Rate Schedule shall be measured by meter(s) to be installed by the Company. When required by the Company, the Customer shall supply a suitable fireproof building or fireproof room within a building on the Customer's Premise, in accordance with plans and specifications to be furnished by the Company. Such building or room is to house the meters, regulators and any other equipment to be installed by the Company for determining the amount of gas delivered to the Customer. Such building or room is to be well ventilated and provided by the Customer with heat, electric light, and such power as required by the Company for metering purposes.

Customers served under this Rate Schedule shall assume the responsibility of providing for a supply of other fuels, if necessary, for use in the Customer's Premise in the event the Company shall discontinue in whole or in part the supply of gas to said Premise in accordance with the rights reserved by the Company so to do, at the sole discretion of the Company, subject to notice as hereinafter provided. The Customer shall furnish and install any and all equipment that may be necessary for the utilization of the gas by the Customer after it leaves the outlet of the Company's meter.

The Company shall notify the Customer of its intention to begin delivery of gas, to make any material change in the rate of delivery of the gas delivered or to discontinue or resume the delivery of gas under this Rate Schedule as far as is practicable in advance of, and in any event not less than thirty (30) minutes before, any such beginning of delivery, change in rate of delivery or discontinuation or resumption of delivery and, subject to the giving of such notice, shall have the right at any time and from time to time to make any such changes in rate of delivery of the gas delivered, or to begin delivery, to discontinue or to resume delivery. The Company shall not be liable for any loss of production or for any damages whatsoever by reason of any such Curtailment or Interruption of service, whether due to the lack of advance notice or otherwise.

It is contemplated that the supply of gas to the Customer will be curtailed or interrupted from time to time. The Company is supplying and will supply large volume gas on an interruptible basis under agreements with a limited number of parties and the Company will, so far as practicable, undertake to rotate or proportionately allocate among its interruptible Customers such interruptible gas as may be available. Customer agrees, by taking service under this Rate Schedule, that Customer can and will promptly curtail or cease the take of gas under this Rate Schedule within the above notice period.

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GENERAL TERMS AND CONDITIONS OF SERVICE (continued)

Any quantity of gas taken during periods of Curtailment when notified by the Company to curtail usage shall be subject to a penalty of $1.00 per Therm, except that the charge will be $6.00 per Therm during any Critical Period. Such penalty will be billed in addition to the Customer Charge and Commodity Charge set forth under the Rates provision of this Rate.

If the Customer fails to comply with or perform any of the terms and provisions on its part to be complied with or performed under this Rate Schedule and if, after such failure, the Company shall give Customer written notice of Company's intention to cut off the supply of gas on account of such failure, then the Company shall have the right to cut off the supply of gas at the expiration of five (5) days after the giving of said notice, unless within such five (5) days the Customer shall make good such failure. Cutting off the supply of gas for any such cause shall be a cumulative remedy as to the Company and shall not release the Customer from its obligation to make payment of any amount(s) due or to become due from the Customer to the Company in accordance with the terms hereof.

RULES AND REGULATIONS

Service hereunder shall be subject to the Company Rules and IURC Rules.