

**RIDER 348  
GAS LENDING SERVICE (GLS) RIDER**

Sheet No. 1 of 3

**TO WHOM AVAILABLE**

Available to all Customers receiving service under Rates 328 or 338, and Choice Suppliers, who shall execute a Service Agreement with the Company for service under this Rider (Qualifying Customers).

**CHARACTER OF SERVICE**

Service under this Rider shall be available, at the sole discretion of the Company, to any Qualifying Customer, who from time to time, desires to borrow certain quantity of gas for a designated period of time, and then repay the borrowed quantity of gas to the Company. Service under this Rider will not be provided for more than thirty (30) consecutive days, unless otherwise agreed to by the Company.

Company shall provide this service to Qualifying Customers on a transaction by transaction basis subject to mutually agreeable terms and conditions. Each transaction hereunder will be individually negotiated by the Qualifying Customer and the Company and set forth in the request to initiate service.

Service under this Rider shall be nominated on a daily basis, as provided in the applicable Lending Service Agreement under this Rider, and is subject to interruption by the Company, in its sole discretion, as it deems necessary to meet its contractual and operational obligations.

**AGREEMENT**

As a condition for receiving service under this Rider, Qualifying Customer shall be required to execute an agreement prior to initiating requests for transactions and the commencement of service under this Rider.

**REQUEST TO INITIATE A TRANSACTION**

For each transaction under the Lending Service Agreement, Qualifying Customer shall submit a request to initiate a transaction with the Company. Such request will include information required to determine whether Company's available service can accommodate Qualifying Customer's transaction requirements. This information may include, but is not limited to:

- a. The total and daily volume of gas Qualifying Customer desires to borrow;
- b. The date Qualifying Customer requests to commence borrowing gas and the dates Qualifying Customer will repay the volume of borrowed gas;
- c. The daily rate at which Qualifying Customer will repay the total borrowed volume of gas;

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**REQUEST TO INITIATE A TRANSACTION (continued)**

- d. The location where the Qualifying Customer desires the borrowed gas to be delivered:
1. Company's City Gate, or
  2. Into the supply basins served by one of the seven (7) interstate pipelines physically connected to Company's transmission system.
- e. The location Qualifying Customer desires to repay the borrowed gas volumes:
1. Company's City Gate, or
  2. Into the supply basins served by one of the seven (7) interstate pipelines physically connected to Company's transmission system.

Based on the information provided by the Qualifying Customer in the request to initiate a transaction under this Rider, the Company will, in its sole discretion, determine whether it can provide the requested transaction consistent with its other contractual commitments and its overall operational requirements. Once the request is executed by the Company, its terms and conditions will be incorporated in the Lending Service Agreement, and service will commence under this Rider.

Requests for transactions shall be considered on a first-come, first-served basis. In the event that requests for transactions under this Rider are received simultaneously and exceed available capacity, the requests yielding the greatest economic benefit to the Company as determined by the Company, shall be granted first. As used in this paragraph, "economic benefit" shall be determined, on a net Present Value basis, based upon: (1) the proposed agreement rate to be paid for service under this Rider, (2) the proposed term of the Lending Service Agreement, and (3) the proposed Maximum Daily Quantity (MDQ) for service under this Rider. In the event the net Present Value is equal among requests, then available capacity will be allocated on a pro rata basis among requesting Qualifying Customers. Allocation of capacity pursuant to this section shall not change the otherwise applicable Curtailment priority of service under this Rider.

Company shall notify Qualifying Customer whether it can provide the requested Lending Service.

**RATE**

Upon electing service under this Rider, and a determination by the Company that service to the Qualifying Customer under this Rider is available, Qualifying Customer will be billed and obligated to pay the following charges for service, such charges to be stated in the Qualifying Customer's Lending Service Agreement:

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**RATE (continued)**

**Service Charge**

\$250.00 per transaction. The Service Charge shall be the minimum amount charged per transaction. The Service Charge shall offset the first \$250.00 of Commodity Charges incurred per transaction under this Rider.

**Commodity Charge**

The Commodity Charge will be comprised of a Lending Fee as well as applicable interchange charges, fuel, and surcharges. The Commodity Charge shall be mutually agreed upon by the parties at the time of the transaction. The Commodity Charge shall be multiplied by the quantity of gas specified in the Lending Service Agreement multiplied by the number of days the gas volume is loaned.

**IMBALANCE PENALTIES**

In the event that Customer does not repay loaned gas quantity of gas pursuant to the time table agreed to in the executed Lending Service Agreement, such "unpaid" quantity of gas shall be treated as unauthorized use of gas subject to a charge of \$6.00 per Therm per month multiplied by the quantity of gas that remains unpaid.

**MONTHLY MINIMUM CHARGE**

The monthly Minimum Charge under this Rider shall be the Service Charge.

**RULES AND REGULATIONS**

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

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