

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

1. PSNC shall curtail service to its Customers in accordance with Rule R6-19.2, as promulgated, and amended from time to time, by the Commission.
2. PSNC does not maintain metering by priority but shall do so if required by Rule R6-19.2.
3. Nothing shall be construed to require PSNC to curtail any Customer if such curtailment will not make additional Gas available for Service to higher margin Customers.
4. The definition of alternate fuel in Rule R6-19.2 applies only to the priority system. For purposes of PSNC's Rate Schedules, alternate fuel capability is defined as the actual installed capability to burn any fuel other than Gas. An alternate fuel is that fuel which is predominately burned when Service is curtailed and includes the type, grade, and sulfur content of the fuel.
5. The cost of Gas for Emergency Service under this Rider A and for Unauthorized Gas under PSNC's Rate Schedules is calculated by using the higher of: (a) the monthly contract index price for the applicable month as published in **Inside F.E.R.C.'s Gas Market Report**, "Prices of Spot Gas Delivered to Pipelines," "Transcontinental Gas Pipe Line Corp.- Zone 3 (pooling points)," "Index," plus the one hundred percent (100%) load factor rate under Transcontinental Pipe Line Corporation's currently effective Rate Schedule FT for deliveries from Zone 3 to Zone 5, including applicable fuel retention and surcharges, or (b) the absolute high price for the day of consumption as published in **Gas Daily** in the "Daily price survey," "Citygates," "Transco, zone 5 delivered," "Absolute," high end of the range. For days of consumption when **Gas Daily** is not published, the daily price published by **Gas Daily** on the nearest subsequent day shall be used.
6. Limited Emergency Service may be made available to any Customer that would otherwise be curtailed under this Rider A if such Customer is unable to continue operations on its standby or alternate energy source because of some bona fide existing or threatened emergency when and if PSNC has Gas available from its regular allocated storage volumes or some outside source other than its regular services. PSNC, in its sole discretion, may furnish such Limited Emergency Service for such specific times and for such specific controlled quantities at the rate for this Service set forth in the currently effective Summary of Rates and Charges of PSNC's Tariff, plus the cost of the Gas supplied as calculated under paragraph 5 of this Rider A.
7. On-Peak Emergency Service may be made available to any Customer, that would otherwise be curtailed, while PSNC is utilizing a peak shaving capability (e.g., liquefied natural Gas). PSNC shall determine the extent and timing of such Service, and Service may be discontinued at the sole discretion of PSNC. If, at any time or during any twenty four (24) hour period commencing at 8:00 a.m., PSNC, in its sole opinion, determines to operate a peak shaving facility to inject liquefied natural Gas into the system, then all Emergency Service Gas purchased by the Customer during such day or days shall be considered to be On-Peak Emergency Service for billing and operating purposes and shall be provided at the rate for this Service set forth in the currently effective Summary of Rates and Charges, plus the cost of the Gas supplied as calculated under paragraph 5 of this Rider A.
8. All Emergency Service is of a discretionary nature and implies no present or future obligation of PSNC to any Customer to provide any such Service on either a temporary or continuing basis. Deliveries of Gas hereunder shall be made pursuant only to advance operating arrangements agreed to in writing by PSNC's Gas Dispatching Department and the Customer and shall be subject to curtailment and interruption at any time that PSNC in its sole discretion deems such curtailment or interruption necessary.
9. PSNC shall not be liable for any damages that may result to Customer or any other person, firm, or corporation, by reason of PSNC's curtailing regular or emergency Service in accordance with any order of priorities which may be necessary under existing conditions.
10. All programs, agreements, contracts, Rate Schedules, and rules and regulations for Service by PSNC are subject to change and modification from time to time by PSNC, as such are approved by the Commission or otherwise imposed by lawful authority.