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**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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In re: : Chapter 11 Case No.
: :
GENERAL MOTORS CORP., *et al.* : 09-50026 (REG)
: :
: (Jointly Administered)
Debtors :
: Related Docket Nos. 92 and 274
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**OBJECTION AND RESERVATION OF RIGHTS OF DOMINION RETAIL, INC. ,
TO NOTICE OF (I) DEBTORS’ INTENT TO ASSUME AND ASSIGN CERTAIN
EXECUTORY CONTRACTS, UNEXPIRED LEASES OF PERSONAL
PROPERTY, AND UNEXPIRED LEASES OF NONRESIDENTIAL
REAL PROPERTY AND (II) CURE AMOUNTS RELATED THERETO**

Dominion Retail, Inc. (“Dominion”), by and through its undersigned counsel, pursuant to section 365 of chapter 11 of Title 11 of the United States Code (the “Bankruptcy Code”) and rules 6004 and 6006 of the Federal Rules of Bankruptcy Procedure, hereby asserts its Objection and Reservation of Rights to Notice of (I) Debtors’ Intent to Assume and Assign Certain Executory Contracts, Unexpired Leases of Personal Property, and Unexpired Leases of Nonresidential Real Property And (II) Cure Amounts Related Thereto (a “Cure Notice”),¹ and respectfully states as follows:

¹ Capitalized terms used but not defined herein shall have the meanings given them in the Cure Notice found as Exhibit D to the Order Pursuant to 11 U.S.C. §§ 105, 363, and 365 and FED. R. BANKR. P. 2002, 6004, and 6006 (I) Approving Procedures For Sale of Debtors’ Assets Pursuant to Master Sale and Purchase Agreement with Vehicle Acquisition Holdings LLC, a U.S. Treasury-Sponsored Purchaser; (II) Scheduling Bid Deadline

Preliminary Statement

On June 10, 2009, Dominion received a Cure Notice for the Dominion Gas Contract (as defined below). The Cure Notice asserts that there is no amount due on account of the Dominion Gas Contract which must be paid in order to cure monetary defaults arising under the Dominion Gas Contract.² However, it appears that there is approximately \$557,142.29 currently outstanding on account of prepetition amounts due to Dominion under the Dominion Gas Contract. Moreover, amounts have accrued, and continue to accrue, postpetition pursuant to the Dominion Gas Contract. The Debtors must pay all amounts which accrue under the Dominion Gas Contract before the Debtors may assume and assign the contract.

Additionally, any assignment of the Dominion Gas Contract must provide the security as required pursuant to the Dominion Gas Contract. The Debtors have not proposed if or how Vehicle Acquisition Holdings LLC will provide such security to Dominion.³

Background

1. On June 1, 2009 (the “Petition Date”), the above captioned debtors (the “Debtors”) filed their Motion for Entry of an Order Pursuant to 11 U.S.C. §§ 105, 363, and 365 and FED. R. BANKR. P. 2002, 6004, and 6006 (I) Approving Procedures For Sale of Debtors’ Assets Pursuant to Master Sale and Purchase Agreement with Vehicle

and Sale Hearing Date; (III) Establishing Assumption and Assignment Procedures; and (IV) Fixing Notice Procedures and Approving Form of Notice [Docket No. 274].

² Nothing in this Objection should be viewed as an admission that the Dominion Gas Contract is an executory contract. Dominion reserves all rights to assert that the Dominion Gas Contract is not an executory contract and therefore cannot be assumed and assigned by the Debtors. Likewise, Dominion reserves all rights to assert that the Dominion Gas Contract is a forward contract as such term is defined in section 101(25) of the Bankruptcy Code.

³ Prepetition, GM posted cash security in the amount of \$1,500,000.00 in an escrow account to comply with the Dominion Gas Contract.

Acquisition Holdings LLC, a U.S. Treasury-Sponsored Purchaser; (II) Scheduling Bid Deadline and Sale Hearing Date; (III) Establishing Assumption and Assignment Procedures; and (IV) Fixing Notice Procedures and Approving Form of Notice (the “Motion”).

2. An order approving the Motion was entered by this Court on June 2, 2009 [Docket No. 274] (the “Order”). In the Order, the Court approved, *inter alia*, certain procedures for the assumption and assignment of executory contracts and unexpired leases (the “Contract Procedures”).

3. Both prior to and after the Petition Date, Dominion provided natural gas to General Motors Corporation (“GM”) pursuant to that certain Base Contract for Sale and Purchase of Natural Gas dated April 27, 2006, as amended, between GM and Dominion Retail, Inc. (the “Dominion Gas Contract”). A copy of the Dominion Gas Contract is attached hereto as Exhibit A.

4. The Dominion Gas Contract contains certain financial responsibility requirements. (Dominion Gas Contract § 10.1). These financial responsibility requirements provide for the posting of security by GM (the “Security”) in an escrow account. (Id.) To satisfy this Security requirement, Dominion and GM entered into that certain Escrow Agreement among GM, Dominion, and the Bank of New York dated May 11, 2006, as amended (the “Escrow Agreement”), which provides for the escrow of certain funds of GM with the Bank of New York. \$1,500,000.00 plus accrued interest is currently held in an escrow account pursuant to the Escrow Agreement.

5. On June 10, 2009, Dominion received a Cure Notice for the Dominion Gas Contract, dated June 5, 2009, (the “Dominion Cure Notice”). The Dominion Cure Notice provided Dominion’s username and password for “<http://www.contractnotices.com>” (the

“Website”), which the Debtors created in order to provide contract counterparties with access to the amount that the Debtors assert must be paid to cure all monetary defaults under a contract.

6. Upon accessing the website, Dominion has determined that, upon information and belief, the Dominion Gas Contract is noticed for assumption and assignment to Vehicle Acquisition Holdings LLC (“Vehicle Acquisition Holdings”) pursuant to section 365 of the Bankruptcy Code. However, the Escrow Agreement is not currently noticed for assumption and assignment to Vehicle Acquisition Holdings.

7. The Website states that there is no amount that is required to be paid to Dominion to cure all monetary defaults under the Dominion Gas Contract.

Relief Requested

8. The Debtors have asserted that the amount to be paid to cure all monetary defaults on account of the Dominion Gas Contract is \$0.00. Contrary to the Debtors’ assertions, according to Dominion’s books and records, approximately \$557,142.29⁴ (the “Prepetition Charges”) is due and owing to Dominion under the Dominion Gas Contract for the prepetition natural gas provided by Dominion to GM. An aggregate listing of the Prepetition Charges is more fully set forth in the invoices attached hereto as Exhibit B. GM is in default under the Dominion Gas Contract for failure to pay amounts due under the Dominion Gas Contract.

9. In addition to the Prepetition Charges, GM is also indebted to Dominion for natural gas provided by Dominion under the Dominion Gas Contract postpetition. As

⁴ The prepetition amounts due include: a) \$351,915.01 due on account of natural gas provided to GM in April 2009, and b) an estimated \$205,227.24 due on account of natural gas provided to GM in May 2009 (the “May Charges”). The amount of the May Charges will be finalized on or about June 16, 2009, when the amounts of natural gas provided to GM are reconciled by Dominion and the pipeline operators that shipped natural gas to GM.

Dominion continues to provide natural gas under the Dominion Gas Contract on a postpetition basis, postpetition charges continue to accrue. All outstanding postpetition charges that are due and owing as of the date of the proposed assumption of the Dominion Gas Contract, are referred to herein as the “Postpetition Charges.”

10. The Dominion Gas Contract also provides that GM indemnifies Dominion for all losses, liabilities or claims, including reasonable attorneys’ fees, arising from or out of claims regarding payment (“Indemnity Claims”). (Dominion Gas Contract § 8.03). Dominion has and continues to incur Indemnity Claims in the assertion of this Objection (the “Indemnity Charges”). The Postpetition Charges, the Prepetition Charges and the Indemnity Charges are collectively referred to herein as the “Cure Claim.”

11. The Cure Claim is a monetary default which must be cured under section 365(b)(1)(A) of the Bankruptcy Code before GM may assume the Dominion Gas Contract. Dominion objects to any attempted assumption and assignment of the Dominion Gas Contract without the prompt payment of the Cure Claim. All amounts due and owing under the Dominion Gas Contract on the effective date of assumption must be paid prior to or on the effective date of the assumption and assignment of the Dominion Gas Contract. To the extent GM or Vehicle Acquisition Holdings fails to pay the Cure Claim, Dominion objects to the assumption and assignment of the Dominion Gas Contract for failure to comply with section 365(b)(1)(A) of the Bankruptcy Code.

12. Dominion also objects to the assumption and assignment of the Dominion Gas Contract for failure to provide Security under the Dominion Gas Contract. The Dominion Gas Contract calls for the Security to be posted in an escrow account by GM. Pursuant to the Escrow Agreement, GM posted the Security under the Dominion Gas

Contract prior to the Petition Date. The Cure Notice makes no provision for such Security or the required escrow account.

13. \$1,500,000.00 must be posted in an escrow account as Security in order to comply with the terms of the Dominion Gas Contract. Moreover, the failure of Vehicle Acquisition Holdings to post \$1,500,000.00 in Security would place Dominion in a worse position than it was in on the Petition Date or during the pendency of the Debtors' chapter 11 cases. Such failure to post Security in an escrow account would also constitute an event of default under the Dominion Gas Contract after assignment, which would be grounds for termination of the Dominion Gas Contract. Dominion hereby objects to the assumption and assignment of the Dominion Gas Contract to Vehicle Acquisition Holdings to the extent Vehicle Acquisition Holdings fails to post the Security in an amount of at least \$1,500,000.00 in an escrow account. Alternatively, the Escrow Agreement—which provides Security—and the corresponding escrow account should be assigned to Vehicle Acquisition Holdings to provide the required Security.

CONCLUSION

WHEREFORE, for the reasons stated herein, Dominion, by counsel, objects to the assumption and assignment of the Dominion Gas Contract to the extent: a) GM seeks to assume and assign the Dominion Gas Contract without paying the Cure Claim in full prior to or on the effective date of assumption, and b) Vehicle Acquisition Holdings fails to provide Security or otherwise comply with and take assignment of the Escrow Agreement.

Dated: June 15, 2009
New York, NY

DOMINION RETAIL, INC.

S/Shawn R. Fox
Dion W. Hayes
Shawn R. Fox
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New York, New York 10105
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Counsel for Dominion Retail, Inc.

Exhibit A

Base Contract for Sale and Purchase of Natural Gas

This Base Contract is entered into as of the following date: Apr. 12, 2006 The parties to this Base Contract are the following:

Seller:
Dominion Retail, Inc.
 Duns Number: #12-991-1954
 Contract Number: _____
 U.S. Federal Tax ID Number: 23-28889027

and Buyer:
General Motors Corporation
 Duns Number: 055-356-613
 Contract Number: Not Applicable
 U.S. Federal Tax ID Number: 38-0572515

Notices:
2539 Washington Road, Suite 1010, Upper St. Clair, PA 15241
 Attn: Contract Administration
 Phone: 412-854-5010 Fax: 412-854-8183

2000 Centerpoint Parkway, Pontiac, MI 48341
 Attn: Phillip Leach (Phillip.leach@gm.com)
 Phone: 248-753-1768 Fax: 248-753-6225

Confirmations:
2539 Washington Road, Suite 1010, Upper St. Clair, PA 15241
 Attn: Confirmation Administrator
 Phone: 412-854-5010 Fax: 412-854-8183

2000 Centerpoint Parkway, Pontiac, MI 48341
 Attn: Phillip Leach
 Phone: 248-753-1768 Fax: 248-753-6225

Invoices and Payments:
Dominion Retail, Inc.
 Attn: Nancy Beber
120 Tradebar Street, 3rd Floor, Richmond, VA
 Phone: 804-787-6207 Fax: 804-787-6240

GM c/o Entech USB
 Attn: Phil Taylor
P. O. Box 319002, Chicago, IL 60631-9002
 Phone: 773-380-1261 Fax: 773-442-0219

Wire Transfer or ACH Numbers (if applicable):
 BANK: JP Morgan Chase Bank, New York, NY
 ABA: #021-000-021
 ACCT: #910-2784213

BANK: _____
 ABA: _____
 ACCT: _____

This Base Contract incorporates by reference for all purposes the General Terms and Conditions for Sale and Purchase of Natural Gas published by the North American Energy Standards Board. The parties hereby agree to the following provisions offered in said General Terms and Conditions. In the event the parties fail to check a box, the specified default provision shall apply. Select only one box from each section:

<p>Section 1.2 Transaction Procedure <input type="checkbox"/> Oral (default) <input checked="" type="checkbox"/> Written</p>	<p>Section 7.2 Payment Date <input type="checkbox"/> 25th Day of Month following Month of delivery (default) <input checked="" type="checkbox"/> 2nd Day of 2nd Month following Month of delivery</p>
<p>Section 2.5 Confirm Deadline <input checked="" type="checkbox"/> 2 Business Days after receipt (default) <input type="checkbox"/> _____ Business Days after receipt</p>	<p>Section 7.2 Method of Payment <input checked="" type="checkbox"/> Wire transfer (default) <input type="checkbox"/> Automated Clearinghouse Credit (ACH) <input type="checkbox"/> Check</p>
<p>Section 2.6 Confirming Party <input checked="" type="checkbox"/> Seller (default) <input type="checkbox"/> Buyer</p>	<p>Section 7.7 Netting <input checked="" type="checkbox"/> Netting applies (default) <input type="checkbox"/> Netting does not apply</p>
<p>Section 3.2 Performance Obligation <input checked="" type="checkbox"/> Cover Standard (default) <input type="checkbox"/> Spot Price Standard</p> <p><i>Note: The following Spot Price Publication applies to both of the immediately preceding.</i></p> <p>Section 2.26 Spot Price Publication <input type="checkbox"/> Gas Daily Midpoint (default) <input checked="" type="checkbox"/> Publication listed in Special Condition No. 2 of Transaction Confirmation</p>	<p>Section 10.3.1 Early Termination Damages <input checked="" type="checkbox"/> Early Termination Damages Apply (default) <input type="checkbox"/> Early Termination Damages Do Not Apply</p> <p>Section 10.3.2 Other Agreement Setoffs <input type="checkbox"/> Other Agreement Setoffs Apply (default) <input checked="" type="checkbox"/> Other Agreement Setoffs Do Not Apply</p> <p>Section 14.5 Choice Of Law <u>OHIO</u></p>
<p>Section 6 Taxes <input checked="" type="checkbox"/> Buyer Pays At and After Delivery Point (default) <input type="checkbox"/> Seller Pays Before and At Delivery Point</p>	<p>Section 14.10 Confidentiality <input checked="" type="checkbox"/> Confidentiality applies (default) <input type="checkbox"/> Confidentiality does not apply</p>
<p><input checked="" type="checkbox"/> Special Provisions Number of sheets attached: Transaction Confirmation and Addendum 2 pages</p> <p><input type="checkbox"/> Addendum(s): _____</p>	

IN WITNESS WHEREOF, the parties hereto have executed this Base Contract in duplicate.

DOMINION RETAIL, INC.
 Party Name
 By: Thomas J. Butler
 Name: Thomas J. Butler
 Title: Authorized Representative

GENERAL MOTORS CORPORATION
 Party Name
 By: Michael J. Demery
 Name: _____
 Title: Manager CRSM

General Terms and Conditions

Base Contract for Sale and Purchase of Natural Gas

SECTION 1. PURPOSE AND PROCEDURES

1.1. These General Terms and Conditions are intended to facilitate purchase and sale transactions of Gas on a Firm or Interruptible basis. "Buyer" refers to the party receiving Gas and "Seller" refers to the party delivering Gas. The entire agreement between the parties shall be the Contract as defined in Section 2.7.

The parties have selected either the "Oral Transaction Procedure" or the "Written Transaction Procedure" as indicated on the Base Contract.

Oral Transaction Procedure:

1.2. The parties will use the following Transaction Confirmation procedure. Any Gas purchase and sale transaction may be effectuated in an EDI transmission or telephone conversation with the offer and acceptance constituting the agreement of the parties. The parties shall be legally bound from the time they so agree to transaction terms and may each rely thereon. Any such transaction shall be considered a "writing" and to have been "signed". Notwithstanding the foregoing sentence, the parties agree that Confirming Party shall, and the other party may, confirm a telephonic transaction by sending the other party a Transaction Confirmation by facsimile, EDI or mutually agreeable electronic means within three Business Days of a transaction covered by this Section 1.2 (Oral Transaction Procedure) provided that the failure to send a Transaction Confirmation shall not invalidate the oral agreement of the parties. Confirming Party adopts its confirming letterhead, or the like, as its signature on any Transaction Confirmation as the identification and authentication of Confirming Party. If the Transaction Confirmation contains any provisions other than those relating to the commercial terms of the transaction (i.e., price, quantity, performance obligation, delivery point, period of delivery and/or transportation conditions), which modify or supplement the Base Contract or General Terms and Conditions of this Contract (e.g., arbitration or additional representations and warranties), such provisions shall not be deemed to be accepted pursuant to Section 1.3 but must be expressly agreed to by both parties; provided that the foregoing shall not invalidate any transaction agreed to by the parties.

Written Transaction Procedure:

1.2. The parties will use the following Transaction Confirmation procedure. Should the parties come to an agreement regarding a Gas purchase and sale transaction for a particular Delivery Period, the Confirming Party shall, and the other party may, record that agreement on a Transaction Confirmation and communicate such Transaction Confirmation by facsimile, EDI or mutually agreeable electronic means, to the other party by the close of the Business Day following the date of agreement. The parties acknowledge that their agreement will not be binding until the exchange of nonconflicting Transaction Confirmations or the passage of the Confirm Deadline without objection from the receiving party, as provided in Section 1.3.

1.3. If a sending party's Transaction Confirmation is materially different from the receiving party's understanding of the agreement referred to in Section 1.2, such receiving party shall notify the sending party via facsimile, EDI or mutually agreeable electronic means by the Confirm Deadline, unless such receiving party has previously sent a Transaction Confirmation to the sending party. The failure of the receiving party to so notify the sending party in writing by the Confirm Deadline constitutes the receiving party's agreement to the terms of the transaction described in the sending party's Transaction Confirmation. If there are any material differences between timely sent Transaction Confirmations governing the same transaction, then neither Transaction Confirmation shall be binding until or unless such differences are resolved including the use of any evidence that clearly resolves the differences in the Transaction Confirmations. In the event of a conflict among the terms of (i) a binding Transaction Confirmation pursuant to Section 1.2, (ii) the oral agreement of the parties which may be evidenced by a recorded conversation, where the parties have selected the Oral Transaction Procedure of the Base Contract, (iii) the Base Contract, and (iv) these General Terms and Conditions, the terms of the documents shall govern in the priority listed in this sentence.

1.4. The parties agree that each party may electronically record all telephone conversations with respect to this Contract between their respective employees, without any special or further notice to the other party. Each party shall obtain any necessary consent of its agents and employees to such recording. Where the parties have selected the Oral Transaction Procedure in Section 1.2 of the Base Contract, the parties agree not to contest the validity or enforceability of telephonic recordings entered into in accordance with the requirements of this Base Contract. However, nothing herein shall be construed as a waiver of any objection to the admissibility of such evidence.

SECTION 2. DEFINITIONS

The terms set forth below shall have the meaning ascribed to them below. Other terms are also defined elsewhere in the Contract and shall have the meanings ascribed to them herein.

2.1. "Alternative Damages" shall mean such damages, expressed in dollars or dollars per MMBtu, as the parties shall agree upon in the Transaction Confirmation, in the event either Seller or Buyer fails to perform a Firm obligation to deliver Gas in the case of Seller or to receive Gas in the case of Buyer.

2.2. "Base Contract" shall mean a contract executed by the parties that incorporates these General Terms and Conditions by reference; that specifies the agreed selections of provisions contained herein; and that sets forth other information required herein and any Special Provisions and addendum(s) as identified on page one.

2.3. "British thermal unit" or "Btu" shall mean the International BTU, which is also called the Btu (IT).

- 2.4. "Business Day" shall mean any day except Saturday, Sunday or Federal Reserve Bank holidays.
- 2.5. "Confirm Deadline" shall mean 5:00 p.m. in the receiving party's time zone on the second Business Day following the Day a Transaction Confirmation is received or, if applicable, on the Business Day agreed to by the parties in the Base Contract; provided, if the Transaction Confirmation is time stamped after 5:00 p.m. in the receiving party's time zone, it shall be deemed received at the opening of the next Business Day.
- 2.6. "Confirming Party" shall mean the party designated in the Base Contract to prepare and forward Transaction Confirmations to the other party.
- 2.7. "Contract" shall mean the legally-binding relationship established by (i) the Base Contract, (ii) any and all binding Transaction Confirmations and (iii) where the parties have selected the Oral Transaction Procedure in Section 1.2 of the Base Contract, any and all transactions that the parties have entered into through an EDI transmission or by telephone, but that have not been confirmed in a binding Transaction Confirmation.
- 2.8. "Contract Price" shall mean the amount expressed in U.S. Dollars per MMBtu to be paid by Buyer to Seller for the purchase of Gas as agreed to by the parties in a transaction.
- 2.9. "Contract Quantity" shall mean the quantity of Gas to be delivered and taken as agreed to by the parties in a transaction.
- 2.10. "Cover Standard", as referred to in Section 3.2, shall mean that if there is an unexcused failure to take or deliver any quantity of Gas pursuant to this Contract, then the performing party shall use commercially reasonable efforts to (i) if Buyer is the performing party, obtain Gas, (or an alternate fuel if elected by Buyer and replacement Gas is not available), or (ii) if Seller is the performing party, sell Gas, in either case, at a price reasonable for the delivery or production area, as applicable, consistent with: the amount of notice provided by the nonperforming party; the immediacy of the Buyer's Gas consumption needs or Seller's Gas sales requirements, as applicable; the quantities involved; and the anticipated length of failure by the nonperforming party.
- 2.11. "Credit Support Obligation(s)" shall mean any obligation(s) to provide or establish credit support for, or on behalf of, a party to this Contract such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature.
- 2.12. "Day" shall mean a period of 24 consecutive hours, coextensive with a "day" as defined by the Receiving Transporter in a particular transaction.
- 2.13. "Delivery Period" shall be the period during which deliveries are to be made as agreed to by the parties in a transaction.
- 2.14. "Delivery Point(s)" shall mean such point(s) as are agreed to by the parties in a transaction.
- 2.15. "EDI" shall mean an electronic data interchange pursuant to an agreement entered into by the parties, specifically relating to the communication of Transaction Confirmations under this Contract.
- 2.16. "EFP" shall mean the purchase, sale or exchange of natural Gas as the "physical" side of an exchange for physical transaction involving gas futures contracts. EFP shall incorporate the meaning and remedies of "Firm", provided that a party's excuse for nonperformance of its obligations to deliver or receive Gas will be governed by the rules of the relevant futures exchange regulated under the Commodity Exchange Act.
- 2.17. "Firm" shall mean that either party may interrupt its performance without liability only to the extent that such performance is prevented for reasons of Force Majeure; provided, however, that during Force Majeure interruptions, the party invoking Force Majeure may be responsible for any Imbalance Charges as set forth in Section 4.3 related to its interruption after the nomination is made to the Transporter and until the change in deliveries and/or receipts is confirmed by the Transporter.
- 2.18. "Gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.
- 2.19. "Imbalance Charges" shall mean any fees, penalties, costs or charges (in cash or in kind) assessed by a Transporter for failure to satisfy the Transporter's balance and/or nomination requirements.
- 2.20. "Interruptible" shall mean that either party may interrupt its performance at any time for any reason, whether or not caused by an event of Force Majeure, with no liability, except such interrupting party may be responsible for any Imbalance Charges as set forth in Section 4.3 related to its interruption after the nomination is made to the Transporter and until the change in deliveries and/or receipts is confirmed by Transporter.
- 2.21. "MMBtu" shall mean one million British thermal units, which is equivalent to one dekatherm.
- 2.22. "Month" shall mean the period beginning on the first Day of the calendar month and ending immediately prior to the commencement of the first Day of the next calendar month.
- 2.23. "Payment Date" shall mean a date, as indicated on the Base Contract, on or before which payment is due Seller for Gas received by Buyer in the previous Month.
- 2.24. "Receiving Transporter" shall mean the Transporter receiving Gas at a Delivery Point, or absent such receiving Transporter, the Transporter delivering Gas at a Delivery Point.
- 2.25. "Scheduled Gas" shall mean the quantity of Gas confirmed by Transporter(s) for movement, transportation or management.
- 2.26. "Spot Price" as referred to in Section 3.2 shall mean the price listed in the publication indicated on the Base Contract, under the listing applicable to the geographic location closest in proximity to the Delivery Point(s) for the relevant Day; provided, if there is no single price published for such location for such Day, but there is published a range of prices, then the Spot Price shall be the average

of such high and low prices. If no price or range of prices is published for such Day, then the Spot Price shall be the average of the following: (i) the price (determined as stated above) for the first Day for which a price or range of prices is published that next precedes the relevant Day; and (ii) the price (determined as stated above) for the first Day for which a price or range of prices is published that next follows the relevant Day.

2.27. "Transaction Confirmation" shall mean a document, similar to the form of Exhibit A, setting forth the terms of a transaction formed pursuant to Section 1 for a particular Delivery Period.

2.28. "Termination Option" shall mean the option of either party to terminate a transaction in the event that the other party fails to perform a Firm obligation to deliver Gas in the case of Seller or to receive Gas in the case of Buyer for a designated number of days during a period as specified on the applicable Transaction Confirmation.

2.29. "Transporter(s)" shall mean all Gas gathering or pipeline companies, or local distribution companies, acting in the capacity of a transporter, transporting Gas for Seller or Buyer upstream or downstream, respectively, of the Delivery Point pursuant to a particular transaction.

SECTION 3. PERFORMANCE OBLIGATION

3.1. Seller agrees to sell and deliver, and Buyer agrees to receive and purchase, the Contract Quantity for a particular transaction in accordance with the terms of the Contract. Sales and purchases will be on a Firm or Interruptible basis, as agreed to by the parties in a transaction.

The parties have selected either the "Cover Standard" or the "Spot Price Standard" as indicated on the Base Contract.

Cover Standard:

3.2. The sole and exclusive remedy of the parties in the event of a breach of a Firm obligation to deliver or receive Gas shall be recovery of the following: (i) in the event of a breach by Seller on any Day(s), payment by Seller to Buyer in an amount equal to the positive difference, if any, between the purchase price paid by Buyer utilizing the Cover Standard and the Contract Price, adjusted for commercially reasonable differences in transportation costs to or from the Delivery Point(s), multiplied by the difference between the Contract Quantity and the quantity actually delivered by Seller for such Day(s); or (ii) in the event of a breach by Buyer on any Day(s), payment by Buyer to Seller in the amount equal to the positive difference, if any, between the Contract Price and the price received by Seller utilizing the Cover Standard for the resale of such Gas, adjusted for commercially reasonable differences in transportation costs to or from the Delivery Point(s), multiplied by the difference between the Contract Quantity and the quantity actually taken by Buyer for such Day(s); or (iii) in the event that Buyer has used commercially reasonable efforts to replace the Gas or Seller has used commercially reasonable efforts to sell the Gas to a third party, and no such replacement or sale is available, then the sole and exclusive remedy of the performing party shall be any unfavorable difference between the Contract Price and the Spot Price, adjusted for such transportation to the applicable Delivery Point, multiplied by the difference between the Contract Quantity and the quantity actually delivered by Seller and received by Buyer for such Day(s). Imbalance Charges shall not be recovered under this Section 3.2, but Seller and/or Buyer shall be responsible for Imbalance Charges, if any, as provided in Section 4.3. The amount of such unfavorable difference shall be payable five Business Days after presentation of the performing party's invoice, which shall set forth the basis upon which such amount was calculated.

Spot Price Standard:

3.2. The sole and exclusive remedy of the parties in the event of a breach of a Firm obligation to deliver or receive Gas shall be recovery of the following: (i) in the event of a breach by Seller on any Day(s), payment by Seller to Buyer in an amount equal to the difference between the Contract Quantity and the actual quantity delivered by Seller and received by Buyer for such Day(s), multiplied by the positive difference, if any, obtained by subtracting the Contract Price from the Spot Price; or (ii) in the event of a breach by Buyer on any Day(s), payment by Buyer to Seller in an amount equal to the difference between the Contract Quantity and the actual quantity delivered by Seller and received by Buyer for such Day(s), multiplied by the positive difference, if any, obtained by subtracting the applicable Spot Price from the Contract Price. Imbalance Charges shall not be recovered under this Section 3.2, but Seller and/or Buyer shall be responsible for Imbalance Charges, if any, as provided in Section 4.3. The amount of such unfavorable difference shall be payable five Business Days after presentation of the performing party's invoice, which shall set forth the basis upon which such amount was calculated.

3.3. Notwithstanding Section 3.2, the parties may agree to Alternative Damages in a Transaction Confirmation executed in writing by both parties.

3.4. In addition to Sections 3.2 and 3.3, the parties may provide for a Termination Option in a Transaction Confirmation executed in writing by both parties. The Transaction Confirmation containing the Termination Option will designate the length of nonperformance triggering the Termination Option and the procedures for exercise thereof, how damages for nonperformance will be compensated, and how liquidation costs will be calculated.

SECTION 4. TRANSPORTATION, NOMINATIONS, AND IMBALANCES

4.1. Seller shall have the sole responsibility for transporting the Gas to the Delivery Point(s). Buyer shall have the sole responsibility for transporting the Gas from the Delivery Point(s).

4.2. The parties shall coordinate their nomination activities, giving sufficient time to meet the deadlines of the affected Transporter(s). Each party shall give the other party timely prior Notice, sufficient to meet the requirements of all Transporter(s) involved in the transaction, of the quantities of Gas to be delivered and purchased each Day. Should either party become aware that actual deliveries at the Delivery Point(s) are greater or lesser than the Scheduled Gas, such party shall promptly notify the other party.

4.3. The parties shall use commercially reasonable efforts to avoid imposition of any Imbalance Charges. If Buyer or Seller receives an invoice from a Transporter that includes Imbalance Charges, the parties shall determine the validity as well as the cause of such Imbalance Charges. If the Imbalance Charges were incurred as a result of Buyer's receipt of quantities of Gas greater than or less than the Scheduled Gas, then Buyer shall pay for such Imbalance Charges or reimburse Seller for such Imbalance Charges paid by Seller. If the Imbalance Charges were incurred as a result of Seller's delivery of quantities of Gas greater than or less than the Scheduled Gas, then Seller shall pay for such Imbalance Charges or reimburse Buyer for such Imbalance Charges paid by Buyer.

SECTION 5. QUALITY AND MEASUREMENT

All Gas delivered by Seller shall meet the pressure, quality and heat content requirements of the Receiving Transporter. The unit of quantity measurement for purposes of this Contract shall be one MMBtu dry. Measurement of Gas quantities hereunder shall be in accordance with the established procedures of the Receiving Transporter.

SECTION 6. TAXES

The parties have selected either "Buyer Pays At and After Delivery Point" or "Seller Pays Before and At Delivery Point" as indicated on the Base Contract.

Buyer Pays At and After Delivery Point:

Seller shall pay or cause to be paid all taxes, fees, levies, penalties, licenses or charges imposed by any government authority ("Taxes") on or with respect to the Gas prior to the Delivery Point(s). Buyer shall pay or cause to be paid all Taxes on or with respect to the Gas at the Delivery Point(s) and all Taxes after the Delivery Point(s). If a party is required to remit or pay Taxes that are the other party's responsibility hereunder, the party responsible for such Taxes shall promptly reimburse the other party for such Taxes. Any party entitled to an exemption from any such Taxes or charges shall furnish the other party any necessary documentation thereof.

Seller Pays Before and At Delivery Point:

Seller shall pay or cause to be paid all taxes, fees, levies, penalties, licenses or charges imposed by any government authority ("Taxes") on or with respect to the Gas prior to the Delivery Point(s) and all Taxes at the Delivery Point(s). Buyer shall pay or cause to be paid all Taxes on or with respect to the Gas after the Delivery Point(s). If a party is required to remit or pay Taxes that are the other party's responsibility hereunder, the party responsible for such Taxes shall promptly reimburse the other party for such Taxes. Any party entitled to an exemption from any such Taxes or charges shall furnish the other party any necessary documentation thereof.

SECTION 7. BILLING, PAYMENT, AND AUDIT

7.1. Seller shall invoice Buyer for Gas delivered and received in the preceding Month and for any other applicable charges, providing supporting documentation acceptable in industry practice to support the amount charged. If the actual quantity delivered is not known by the billing date, billing will be prepared based on the quantity of Scheduled Gas. The invoiced quantity will then be adjusted to the actual quantity on the following Month's billing or as soon thereafter as actual delivery information is available.

7.2. Buyer shall remit the amount due under Section 7.1 in the manner specified in the Base Contract, in immediately available funds, on or before the later of the Payment Date or 10 Days after receipt of the invoice by Buyer, provided that if the Payment Date is not a Business Day, payment is due on the next Business Day following that date. In the event any payments are due Buyer hereunder, payment to Buyer shall be made in accordance with this Section 7.2.

7.3. In the event payments become due pursuant to Sections 3.2 or 3.3, the performing party may submit an invoice to the nonperforming party for an accelerated payment setting forth the basis upon which the invoiced amount was calculated. Payment from the nonperforming party will be due five Business Days after receipt of invoice.

7.4. If the invoiced party, in good faith, disputes the amount of any such invoice or any part thereof, such invoiced party will pay such amount as it concedes to be correct; provided, however, if the invoiced party disputes the amount due, it must provide supporting documentation acceptable in industry practice to support the amount paid or disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

7.5. If the invoiced party fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent per annum; or (ii) the maximum applicable lawful interest rate.

7.6. A party shall have the right, at its own expense, upon reasonable Notice and at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Contract. This right to examine, audit, and to obtain copies shall not be available with respect to proprietary information not directly relevant to transactions under this Contract. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under- or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two years after the Month of Gas delivery. All retroactive adjustments under Section 7 shall be paid in full by the party owing payment within 30 Days of Notice and substantiation of such inaccuracy.

7.7. Unless the parties have elected on the Base Contract not to make this Section 7.7 applicable to this Contract, the parties shall net all undisputed amounts due and owing, and/or past due, arising under the Contract such that the party owing the greater amount shall make a single payment of the net amount to the other party in accordance with Section 7; provided that no payment required to be made pursuant to the terms of any Credit Support Obligation or pursuant to Section 7.3 shall be subject to netting under this Section. If the parties have executed a separate netting agreement, the terms and conditions therein shall prevail to the extent inconsistent herewith.

SECTION 8. TITLE, WARRANTY, AND INDEMNITY

- 8.1. Unless otherwise specifically agreed, title to the Gas shall pass from Seller to Buyer at the Delivery Point(s). Seller shall have responsibility for and assume any liability with respect to the Gas prior to its delivery to Buyer at the specified Delivery Point(s). Buyer shall have responsibility for and any liability with respect to said Gas after its delivery to Buyer at the Delivery Point(s).
- 8.2. Seller warrants that it will have the right to convey and will transfer good and merchantable title to all Gas sold hereunder and delivered by it to Buyer, free and clear of all liens, encumbrances, and claims. EXCEPT AS PROVIDED IN THIS SECTION 8.2 AND IN SECTION 14.8, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE, ARE DISCLAIMED.
- 8.3. Seller agrees to indemnify Buyer and save it harmless from all losses, liabilities or claims including reasonable attorneys' fees and costs of court ("Claims"), from any and all persons, arising from or out of claims of title, personal injury or property damage from said Gas or other charges thereon which attach before title passes to Buyer. Buyer agrees to indemnify Seller and save it harmless from all Claims, from any and all persons, arising from or out of claims regarding payment, personal injury or property damage from said Gas or other charges thereon which attach after title passes to Buyer.
- 8.4. Notwithstanding the other provisions of this Section 8, as between Seller and Buyer, Seller will be liable for all Claims to the extent that such arise from the failure of Gas delivered by Seller to meet the quality requirements of Section 5.

SECTION 9. NOTICES

- 9.1. All Transaction Confirmations, invoices, payments and other communications made pursuant to the Base Contract ("Notices") shall be made to the addresses specified in writing by the respective parties from time to time.
- 9.2. All Notices required hereunder may be sent by facsimile or mutually acceptable electronic means, a nationally recognized overnight courier service, first class mail or hand delivered.
- 9.3. Notice shall be given when received on a Business Day by the addressee. In the absence of proof of the actual receipt date, the following presumptions will apply. Notices sent by facsimile shall be deemed to have been received upon the sending party's receipt of its facsimile machine's confirmation of successful transmission. If the day on which such facsimile is received is not a Business Day or is after five p.m. on a Business Day, then such facsimile shall be deemed to have been received on the next following Business Day. Notice by overnight mail or courier shall be deemed to have been received on the next Business Day after it was sent or such earlier time as is confirmed by the receiving party. Notice via first class mail shall be considered delivered five Business Days after mailing.

SECTION 10. FINANCIAL RESPONSIBILITY

- 10.1. If either party ("X") has reasonable grounds for insecurity regarding the performance of any obligation under this Contract (whether or not then due) by the other party ("Y") (including, without limitation, the occurrence of a material change in the creditworthiness of Y), X may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" shall mean sufficient security in the form, amount and for the term reasonably acceptable to X, including, but not limited to, a standby irrevocable letter of credit, a prepayment, a security interest in an asset or a performance bond or guaranty (including the issuer of any such security).
- 10.2. In the event (each an "Event of Default") either party (the "Defaulting Party") or its guarantor shall: (i) make an assignment or any general arrangement for the benefit of creditors; (ii) file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it; (iii) otherwise become bankrupt or insolvent (however evidenced); (iv) be unable to pay its debts as they fall due; (v) have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets; (vi) fail to perform any obligation to the other party with respect to any Credit Support Obligations relating to the Contract; (vii) fail to give Adequate Assurance of Performance under Section 10.1 within 48 hours but at least one Business Day of a written request by the other party; or (viii) not have paid any amount due the other party hereunder on or before the second Business Day following written Notice that such payment is due; then the other party (the "Non-Defaulting Party") shall have the right, at its sole election, to immediately withhold and/or suspend deliveries or payments upon Notice and/or to terminate and liquidate the transactions under the Contract, in the manner provided in Section 10.3, in addition to any and all other remedies available hereunder.
- 10.3. If an Event of Default has occurred and is continuing, the Non-Defaulting Party shall have the right, by Notice to the Defaulting Party, to designate a Day, no earlier than the Day such Notice is given and no later than 20 Days after such Notice is given, as an early termination date (the "Early Termination Date") for the liquidation and termination pursuant to Section 10.3.1 of all transactions under the Contract, each a "Terminated Transaction". On the Early Termination Date, all transactions will terminate, other than those transactions, if any, that may not be liquidated and terminated under applicable law or that are, in the reasonable opinion of the Non-Defaulting Party, commercially impracticable to liquidate and terminate ("Excluded Transactions"), which Excluded Transactions must be liquidated and terminated as soon thereafter as is reasonably practicable, and upon termination shall be a Terminated Transaction and be valued consistent with Section 10.3.1 below. With respect to each Excluded Transaction, its actual termination date shall be the Early Termination Date for purposes of Section 10.3.1.

The parties have selected either "Early Termination Damages Apply" or "Early Termination Damages Do Not Apply" as indicated on the Base Contract.

Early Termination Damages Apply:

10.3.1. As of the Early Termination Date, the Non-Defaulting Party shall determine, in good faith and in a commercially reasonable manner, (i) the amount owed (whether or not then due) by each party with respect to all Gas delivered and received between the parties under Terminated Transactions and Excluded Transactions on and before the Early Termination Date and all other applicable charges relating to such deliveries and receipts (including without limitation any amounts owed under Section 3.2), for which payment has not yet been made by the party that owes such payment under this Contract and (ii) the Market Value, as defined below, of each Terminated Transaction. The Non-Defaulting Party shall (x) liquidate and accelerate each Terminated Transaction at its Market Value, so that each amount equal to the difference between such Market Value and the Contract Value, as defined below, of such Terminated Transaction(s) shall be due to the Buyer under the Terminated Transaction(s) if such Market Value exceeds the Contract Value and to the Seller if the opposite is the case; and (y) where appropriate, discount each amount then due under clause (x) above to present value in a commercially reasonable manner as of the Early Termination Date (to take account of the period between the date of liquidation and the date on which such amount would have otherwise been due pursuant to the relevant Terminated Transactions).

For purposes of this Section 10.3.1, "Contract Value" means the amount of Gas remaining to be delivered or purchased under a transaction multiplied by the Contract Price, and "Market Value" means the amount of Gas remaining to be delivered or purchased under a transaction multiplied by the market price for a similar transaction at the Delivery Point determined by the Non-Defaulting Party in a commercially reasonable manner. To ascertain the Market Value, the Non-Defaulting Party may consider, among other valuations, any or all of the settlement prices of NYMEX Gas futures contracts, quotations from leading dealers in energy swap contracts or physical gas trading markets, similar sales or purchases and any other bona fide third-party offers, all adjusted for the length of the term and differences in transportation costs. A party shall not be required to enter into a replacement transaction(s) in order to determine the Market Value. Any extension(s) of the term of a transaction to which parties are not bound as of the Early Termination Date (including but not limited to "evergreen provisions") shall not be considered in determining Contract Values and Market Values. For the avoidance of doubt, any option pursuant to which one party has the right to extend the term of a transaction shall be considered in determining Contract Values and Market Values. The rate of interest used in calculating net present value shall be determined by the Non-Defaulting Party in a commercially reasonable manner.

Early Termination Damages Do Not Apply:

10.3.1. As of the Early Termination Date, the Non-Defaulting Party shall determine, in good faith and in a commercially reasonable manner, the amount owed (whether or not then due) by each party with respect to all Gas delivered and received between the parties under Terminated Transactions and Excluded Transactions on and before the Early Termination Date and all other applicable charges relating to such deliveries and receipts (including without limitation any amounts owed under Section 3.2), for which payment has not yet been made by the party that owes such payment under this Contract.

The parties have selected either "Other Agreement Setoffs Apply" or "Other Agreement Setoffs Do Not Apply" as indicated on the Base Contract.

Other Agreement Setoffs Apply:

10.3.2. The Non-Defaulting Party shall net or aggregate, as appropriate, any and all amounts owing between the parties under Section 10.3.1, so that all such amounts are netted or aggregated to a single liquidated amount payable by one party to the other (the "Net Settlement Amount"). At its sole option and without prior Notice to the Defaulting Party, the Non-Defaulting Party may setoff (i) any Net Settlement Amount owed to the Non-Defaulting Party against any margin or other collateral held by it in connection with any Credit Support Obligation relating to the Contract; or (ii) any Net Settlement Amount payable to the Defaulting Party against any amount(s) payable by the Defaulting Party to the Non-Defaulting Party under any other agreement or arrangement between the parties.

Other Agreement Setoffs Do Not Apply:

10.3.2. The Non-Defaulting Party shall net or aggregate, as appropriate, any and all amounts owing between the parties under Section 10.3.1, so that all such amounts are netted or aggregated to a single liquidated amount payable by one party to the other (the "Net Settlement Amount"). At its sole option and without prior Notice to the Defaulting Party, the Non-Defaulting Party may setoff any Net Settlement Amount owed to the Non-Defaulting Party against any margin or other collateral held by it in connection with any Credit Support Obligation relating to the Contract.

10.3.3. If any obligation that is to be included in any netting, aggregation or setoff pursuant to Section 10.3.2 is unascertained, the Non-Defaulting Party may in good faith estimate that obligation and net, aggregate or setoff, as applicable, in respect of the estimate, subject to the Non-Defaulting Party accounting to the Defaulting Party when the obligation is ascertained. Any amount not then due which is included in any netting, aggregation or setoff pursuant to Section 10.3.2 shall be discounted to net present value in a commercially reasonable manner determined by the Non-Defaulting Party.

10.4. As soon as practicable after a liquidation, Notice shall be given by the Non-Defaulting Party to the Defaulting Party of the Net Settlement Amount, and whether the Net Settlement Amount is due to or due from the Non-Defaulting Party. The Notice shall include a written statement explaining in reasonable detail the calculation of such amount, provided that failure to give such Notice shall not affect the validity or enforceability of the liquidation or give rise to any claim by the Defaulting Party against the Non-Defaulting Party. The Net Settlement Amount shall be paid by the close of business on the second Business Day following such Notice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the Net Settlement Amount shall accrue from the date due until the

date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent per annum; or (ii) the maximum applicable lawful interest rate.

10.5. The parties agree that the transactions hereunder constitute a "forward contract" within the meaning of the United States Bankruptcy Code and that Buyer and Seller are each "forward contract merchants" within the meaning of the United States Bankruptcy Code.

10.6. The Non-Defaulting Party's remedies under this Section 10 are the sole and exclusive remedies of the Non-Defaulting Party with respect to the occurrence of any Early Termination Date. Each party reserves to itself all other rights, setoffs, counterclaims and other defenses that it is or may be entitled to arising from the Contract.

10.7. With respect to this Section 10, if the parties have executed a separate netting agreement with close-out netting provisions, the terms and conditions therein shall prevail to the extent inconsistent herewith.

SECTION 11. FORCE MAJEURE

11.1. Except with regard to a party's obligation to make payment(s) due under Section 7, Section 10.4, and Imbalance Charges under Section 4, neither party shall be liable to the other for failure to perform a Firm obligation, to the extent such failure was caused by Force Majeure. The term "Force Majeure" as employed herein means any cause not reasonably within the control of the party claiming suspension, as further defined in Section 11.2.

11.2. Force Majeure shall include, but not be limited to, the following: (i) physical events such as acts of God, landslides, lightning, earthquakes, fires, storms or storm warnings, such as hurricanes, which result in evacuation of the affected area, floods, washouts, explosions, breakage or accident or necessity of repairs to machinery or equipment or lines of pipe; (ii) weather related events affecting an entire geographic region, such as low temperatures which cause freezing or failure of wells or lines of pipe; (iii) interruption and/or curtailment of Firm transportation and/or storage by Transporters; (iv) acts of others such as strikes, lockouts or other industrial disturbances, riots, sabotage, insurrections or wars; and (v) governmental actions such as necessity for compliance with any court order, law, statute, ordinance, regulation, or policy having the effect of law promulgated by a governmental authority having jurisdiction. Seller and Buyer shall make reasonable efforts to avoid the adverse impacts of a Force Majeure and to resolve the event or occurrence once it has occurred in order to resume performance.

11.3. Neither party shall be entitled to the benefit of the provisions of Force Majeure to the extent performance is affected by any or all of the following circumstances: (i) the curtailment of interruptible or secondary Firm transportation unless primary, in-path, Firm transportation is also curtailed; (ii) the party claiming excuse failed to remedy the condition and to resume the performance of such covenants or obligations with reasonable dispatch; or (iii) economic hardship, to include, without limitation, Seller's ability to sell Gas at a higher or more advantageous price than the Contract Price, Buyer's ability to purchase Gas at a lower or more advantageous price than the Contract Price, or a regulatory agency disallowing, in whole or in part, the pass-through of costs resulting from this Agreement; (iv) the loss of Buyer's market(s) or Buyer's inability to use or resell Gas purchased hereunder, except, in either case, as provided in Section 11.2; or (v) the loss or failure of Seller's gas supply or depletion of reserves, except, in either case, as provided in Section 11.2. The party claiming Force Majeure shall not be excused from its responsibility for Imbalance Charges.

11.4. Notwithstanding anything to the contrary herein, the parties agree that the settlement of strikes, lockouts or other industrial disturbances shall be within the sole discretion of the party experiencing such disturbance.

11.5. The party whose performance is prevented by Force Majeure must provide Notice to the other party. Initial Notice may be given orally; however, written Notice with reasonably full particulars of the event or occurrence is required as soon as reasonably possible. Upon providing written Notice of Force Majeure to the other party, the affected party will be relieved of its obligation, from the onset of the Force Majeure event, to make or accept delivery of Gas, as applicable, to the extent and for the duration of Force Majeure, and neither party shall be deemed to have failed in such obligations to the other during such occurrence or event.

11.6. Notwithstanding Sections 11.2 and 11.3, the parties may agree to alternative Force Majeure provisions in a Transaction Confirmation executed in writing by both parties.

SECTION 12. TERM

This Contract may be terminated on 30 Day's written Notice, but shall remain in effect until the expiration of the latest Delivery Period of any transaction(s). The rights of either party pursuant to Section 7.6 and Section 10, the obligations to make payment hereunder, and the obligation of either party to indemnify the other, pursuant hereto shall survive the termination of the Base Contract or any transaction.

SECTION 13. LIMITATIONS

FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN OR IN A TRANSACTION, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY HEREIN PROVIDED, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE.

TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

SECTION 14. MISCELLANEOUS

14.1. This Contract shall be binding upon and inure to the benefit of the successors, assigns, personal representatives, and heirs of the respective parties hereto, and the covenants, conditions, rights and obligations of this Contract shall run for the full term of this Contract. No assignment of this Contract, in whole or in part, will be made without the prior written consent of the non-assigning party (and shall not relieve the assigning party from liability hereunder), which consent will not be unreasonably withheld or delayed; provided, either party may (i) transfer, sell, pledge, encumber, or assign this Contract or the accounts, revenues, or proceeds hereof in connection with any financing or other financial arrangements, or (ii) transfer its interest to any parent or affiliate by assignment, merger or otherwise without the prior approval of the other party. Upon any such assignment, transfer and assumption, the transferor shall remain principally liable for and shall not be relieved of or discharged from any obligations hereunder.

14.2. If any provision in this Contract is determined to be invalid, void or unenforceable by any court having jurisdiction, such determination shall not invalidate, void, or make unenforceable any other provision, agreement or covenant of this Contract.

14.3. No waiver of any breach of this Contract shall be held to be a waiver of any other or subsequent breach.

14.4. This Contract sets forth all understandings between the parties respecting each transaction subject hereto, and any prior contracts, understandings and representations, whether oral or written, relating to such transactions are merged into and superseded by this Contract and any effective transaction(s). This Contract may be amended only by a writing executed by both parties.

14.5. The interpretation and performance of this Contract shall be governed by the laws of the jurisdiction as indicated on the Base Contract, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction.

14.6. This Contract and all provisions herein will be subject to all applicable and valid statutes, rules, orders and regulations of any governmental authority having jurisdiction over the parties, their facilities, or Gas supply, this Contract or transaction or any provisions thereof.

14.7. There is no third party beneficiary to this Contract.

14.8. Each party to this Contract represents and warrants that it has full and complete authority to enter into and perform this Contract. Each person who executes this Contract on behalf of either party represents and warrants that it has full and complete authority to do so and that such party will be bound thereby.

14.9. The headings and subheadings contained in this Contract are used solely for convenience and do not constitute a part of this Contract between the parties and shall not be used to construe or interpret the provisions of this Contract.

14.10. Unless the parties have elected on the Base Contract not to make this Section 14.10 applicable to this Contract, neither party shall disclose directly or indirectly without the prior written consent of the other party the terms of any transaction to a third party (other than the employees, lenders, royalty owners, counsel, accountants and other agents of the party, or prospective purchasers of all or substantially all of a party's assets or of any rights under this Contract, provided such persons shall have agreed to keep such terms confidential) except (i) in order to comply with any applicable law, order, regulation, or exchange rule, (ii) to the extent necessary for the enforcement of this Contract, (iii) to the extent necessary to implement any transaction, or (iv) to the extent such information is delivered to such third party for the sole purpose of calculating a published index. Each party shall notify the other party of any proceeding of which it is aware which may result in disclosure of the terms of any transaction (other than as permitted hereunder) and use reasonable efforts to prevent or limit the disclosure. The existence of this Contract is not subject to this confidentiality obligation. Subject to Section 13, the parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with this confidentiality obligation. The terms of any transaction hereunder shall be kept confidential by the parties hereto for one year from the expiration of the transaction.

In the event that disclosure is required by a governmental body or applicable law, the party subject to such requirement may disclose the material terms of this Contract to the extent so required; but shall promptly notify the other party, prior to disclosure, and shall cooperate (consistent with the disclosing party's legal obligations) with the other party's efforts to obtain protective orders or similar restraints with respect to such disclosure at the expense of the other party.

14.11 The parties may agree to dispute resolution procedures in Special Provisions attached to the Base Contract or in a Transaction Confirmation executed in writing by both parties.

DISCLAIMER: The purposes of this Contract are to facilitate trade, avoid misunderstandings and make more definite the terms of contracts of purchase and sale of natural gas. Further, NAESB does not mandate the use of this Contract by any party. NAESB DISCLAIMS AND EXCLUDES, AND ANY USER OF THIS CONTRACT ACKNOWLEDGES AND AGREES TO NAESB'S DISCLAIMER OF, ANY AND ALL WARRANTIES, CONDITIONS OR REPRESENTATIONS, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THIS CONTRACT OR ANY PART THEREOF, INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE (WHETHER OR NOT NAESB KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE), WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, OR BY COURSE OF DEALING. EACH USER OF THIS CONTRACT ALSO AGREES THAT UNDER NO CIRCUMSTANCES WILL NAESB BE LIABLE FOR ANY DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY USE OF THIS CONTRACT.

SPECIAL PROVISIONS TO BASE CONTRACT
FOR SALE AND PURCHASE OF NATURAL GAS, NAESB STANDARD 6.3.1, April 19, 2002
Dated March 2, 2009

BETWEEN GENERAL MOTORS CORPORATION AND DOMINION RETAIL, INC.

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These Special Provisions shall amend, modify, delete from and add and replace by substitution, as applicable, to the Base Contract for Sale and Purchase of Natural Gas, NAESB Standard 6.3.1, dated May 11, 2006 (the "Base Contract") and to the General Terms and Conditions thereto (the "General Conditions").

A. Base Contract

1. Delete Section 7.2 provision on page 1 of the Base Contract as to Payment Date, but not as to Method of Payment.

B. General Conditions

1. Delete the second and third sentences of Section 1.2 and insert the following sentences:

Should the parties come to an agreement regarding a Gas purchase and sale transaction for a particular Delivery Period, the parties shall execute a mutually agreeable electronic or written Transaction Confirmation. The parties acknowledge that their agreement will not be binding until execution of such Transaction Confirmation.

2. Add the following sentence to the end of Section 2.8:

The Contract Price includes reimbursement for all production or severance taxes owed by Seller with respect to Gas delivered hereunder.

3. Delete Section 2.23 of the General Conditions in its entirety.

4. Add new Section 3.5 to the General Conditions as follows:

3.5. With the execution and delivery of this Contract, Seller and Buyer shall execute and deliver an assignment agreement, in the customary form required by Dominion East Ohio ("DEO"), and containing terms and conditions acceptable to each of Seller and Buyer, irrevocably assigning all of Buyer's Gas storage rights on the DEO system (the "Storage"), presently consisting of 550,000 MMcf of capacity, to Seller, including, without limitation, all costs and fees due to DEO in connection with the Storage, until the end of the term of the Storage at 11:59 p.m. on March 31, 2010. Seller acknowledges and agrees that the pricing formula offered by Buyer that will be used in determining the Contract Price assumes the assignment of the Storage to Seller hereunder. Buyer acknowledges and agrees that its execution and delivery of the aforementioned assignment agreement will completely and irrevocably extinguish its rights in the Storage. Seller shall retain the Storage until the end of the term of the Storage, notwithstanding any earlier termination of this Contract, and Seller shall continue to own any and all gas in Storage notwithstanding the expiration or termination of this Contract. However, in the event that this Contract is terminated by either of Buyer or Seller prior to the expiration of the term hereof, then notwithstanding such termination, Seller shall remit to Buyer, on the second (2nd) Business Day of each month, after the date of termination, the Credit Amount specified in the payment schedule set forth in the General Motors Corporation Equity Worksheet attached as Exhibit A hereto. Payments due from Seller to Buyer under such payment schedule shall be subject to deductions for (a) all outstanding balances for Gas delivered to Buyer under this Contract, and (b) fifty percent (50%) of all costs and losses, if any, incurred by Seller as a result of having to liquidate the "DEO Transportation Basis" (as defined below) in connection with the Gas that Seller purchases in order to sell to Buyer hereunder; provided, however, that Buyer shall also receive fifty percent (50%) of any DEO Transportation Basis gains to Seller, if any, associated with the liquidation of Gas that Seller purchases in order to

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sell to Buyer hereunder, if any. Losses or gains experienced by Seller in liquidating the Gas itself that Seller purchases in order to sell to Buyer hereunder shall not be shared with Buyer. The term "DEO Transportation Basis" is defined as the financial value associated with the transportation of Gas purchased by Seller for Buyer's account sourced exclusively from Gas production sources on or behind the DEO utility system.

5. Delete Sections 7.1, 7.2, 7.3 and 7.5 of the General Conditions in their entirety and replace them with the following, and add new Section 7.2.1:

7.1. Before the twelfth (12th) day of each month, Seller shall invoice Buyer for Gas delivered and received in the preceding Month and for any other applicable charges, providing supporting documentation acceptable in industry practice to support the amount charged. If the actual quantity delivered is not known by the billing date, an estimated billing will be prepared based on the quantity of Scheduled Gas. The invoiced estimated quantity will then be adjusted to the actual quantity on the following Month's billing or as soon thereafter as actual delivery information is available.

7.2. Buyer shall remit the amount due to Seller on the date established by Buyer's MNS-2 System which provides, on average, that payment shall be made on the second day of the second month following Seller's delivery of the monthly Contract Quantity. Buyer may withhold payment pending receipt of evidence, in such form and detail as Buyer may direct, of the absence of any liens, encumbrance and claims on the Gas under this Contract.

7.2.1. In the event any payments are due to Buyer from Seller hereunder, payment to Buyer shall be made in accordance with Section 7.2 above.

7.3. In the event payments become due pursuant to Sections 3.2 or 3.3, the performing party may submit an invoice to the non-performing party for payment setting forth the basis upon which the invoiced amount was calculated. Payment from the non-performing party will be due within the time periods provided in Sections 7.2 or 7.2.1 above, as applicable.

7.5. Section 7.5 is deleted in its entirety.

6. Delete Section 10.1 of the General Conditions in its entirety and replace it with the following:

10.1. Simultaneously with the execution and delivery of this Contract, Seller, Buyer and a third party escrow agent acceptable to both of Seller and Buyer shall execute and deliver an escrow agreement (the "Escrow Agreement") containing terms and conditions acceptable to each of Seller, Buyer and such escrow agent, providing for Buyer's deposit(s) into an escrow fund with such escrow agent of certain amounts as specified therein. Buyer shall make timely deposits into escrow in accordance with the terms of the Escrow Agreement. No payment of funds into escrow under the Escrow Agreement shall be deemed a prepayment of any amounts due from Buyer to Seller hereunder. Seller's exercise of its rights under the Escrow Agreement shall be in addition to any other rights and remedies available to Seller under this Contract.

7. Delete Sections 10.2 and 10.3 of the General Conditions in their entirety and replace them with the following:

10.2. In the event either party shall (i) make an assignment or any general arrangement for the benefit of creditors; (ii) default in the payment or performance of any obligations to the other party under this Contract and remain in default for a period of three (3) days after written notice of said default from the other party; (iii) file a petition or otherwise commence, authorize or acquiesce in the commencement of a proceeding or cause under any bankruptcy or similar law for the protection from creditors or have such petition filed or proceeding initiated against it; (iv) otherwise become bankrupt or insolvent (however evidenced); (v) be unable to pay its debts as they fall due; or (vi) having defaulted in a performance or payment obligation and not corrected such default following receipt of written notice to the other party as specified in (ii) above, fail to give adequate security for or assurance of its ability to perform its further obligations under this Contract within forty-eight (48) hours of a reasonable request by the other party; then, upon the occurrence of each one or more of the events stated in items (i) through (vi) above, the other party shall have the right to withhold or suspend deliveries or terminate this Contract without prior notice. Each party reserves to itself all rights, set-offs, counterclaims, and other defenses which it is or may be entitled to arising from this Contract.

8. Delete the second sentence of Section 14.1 of the General Conditions in its entirety and replace it with the following:

No assignment of this Contract, in whole or in part, will be made without the prior written consent of the non-assigning party (and shall not relieve the assigning party from liability hereunder), which consent will not be unreasonably withheld or delayed; provided, either party may pledge, encumber or assign this Contract or the accounts, revenues or proceeds hereof to such party's lender in connection with any financing provided by such lender.

9. Add new Section 14.12 to the General Conditions as follows:

14.12. If Buyer elects to temporarily and/or permanently close or sell any of Buyer's facility(ies) for business reasons, then upon at least forty-eight (48) hours prior written notice to Seller by Buyer, the Contract Quantity may be reduced by Buyer by the amount of the forecasted quantities of Buyer's facility(ies), for the period Buyer's facility(ies) are closed or sold, as determined by the parties. Buyer or Seller shall have the option to terminate this Contract (including any obligations under the Transaction Confirmation), upon thirty (30) days' notice, in the event that Buyer elects to permanently close Buyer's facility (ies) for business reasons.

10. In the event that Buyer receives quantities of Gas that exceed the Contract Quantity, all of the provisions of the Contract shall apply thereto as applicable, and the price therefore shall be determined as set forth in the Special Conditions section of the Transaction Confirmation.

11. In the event of any conflict between these Supplementary Conditions and the Base Contract or between these Supplementary Conditions and the General Conditions, these Supplementary Conditions shall prevail.

TRANSACTION CONFIRMATION

Please deliver to _____ immediately.

Please notify Dominion Retail, Inc. in writing
by tomorrow's Business Day if you are NOT in Agreement with this confirmation.

SELLER:

Dominion Retail, Inc.
120 Tredegar Street
Richmond, VA 23219

Attn: Steve Garofalo
Phone: 412-854-5010
Fax: 412-854-8183

BUYER:

General Motors Corporation
30200 Mound Road
Warren, MI 48090

Attn: Dean Putnam
Phone: 248-753-1768
Fax: 248-753-6225

This Confirmation shall confirm and effectuate the agreement between Seller and Buyer regarding the purchase and sale of Gas under the following terms. This Confirmation is being provided pursuant to and in accordance with the Agreement between the Buyer and Seller and constitutes part of and is subject to all of the provisions of the Agreement. All capitalized terms not otherwise defined herein shall have the meaning assigned such terms in the Agreement.

The Contract Price is as follows:

Nymex - Last Day Settle (lds) plus \$0.45 (Basis to the citygate) per citygate Dt.

General Motors Corporation's New York Mercantile Exchange (Nymex) price shall default to the last day settlement price for that particular contract month that has expired.

The price for all gas delivered monthly as listed on Exhibit 'A' throughout the term of the Agreement shall be equal to the price per dekatherm (Dth), as agreed upon on the day of acceptance by General Motors Corporation, for natural gas futures contracts traded, at the Nymex monthly contract settle price, plus \$0.45 / Dth for the period of April 1, 2009 - March 31, 2010.

Any volumes in excess of those listed on Exhibit 'A' will be priced at Gas Daily DTI Southpoint Midpoint + fuel plus \$0.25 per Dth or at a mutually agreed upon price. (GD Midpoint will be the flow date for approximately the 18th day following the consumption month)

Any volumes consumed less than those listed on Exhibit 'A' will be credited at Gas Daily DTI Southpoint Midpoint / Dth. (GD Midpoint will be the flow date for approximately the 18th day following the consumption month).

Delivery Quantity: Baseload Delivery (See attached schedule for monthly nomination)

Delivery Period: April 1, 2009 - March 31, 2010

Delivery Point: Dominion East Ohio Citygate

Performance Obligation: Deliver Firm volumes to the Dominion East Ohio Citygate.

This Confirmation is subject to the NAESB Base Contract for the Sale and Purchase of Natural Gas between Seller and Buyer, dated May 11, 2006, which is incorporated by reference herein.

Buyer:

General Motors Corporation

By: *Michael J. Demushy*
Title: *Manager*
Date: *3-18-09*

Seller:

Dominion Retail, Inc.

By: *Steven M. Goff*
Title: *MANAGER - SALES*
Date: *3/19/2009*

Date: February 16, 2009

EXHIBIT "A"

Citygate Dth Volumes to be delivered to the Dominion East Ohio Citygate

	<u>Citygate Volumes</u>
	<u>Original</u>
April, 2009	87,000
May, 2009	65,000
June, 2009	48,000
July, 2009	40,050
August, 2009	55,050
September, 2009	59,084
October, 2009	94,000
November, 2009	112,098
December, 2009	135,081
January, 2010	175,023
February, 2010	190,744
March, 2010	<u>158,211</u>
Total Volume	1,219,341

Exhibit B



NET AR INVOICE

05/21/2009 2:25:10PM

Invoice Number: 91160-1

Bill To
General Motors Corporation

GM c/o Entech USB
P. O. Box 319002
Chicago, IL 60631-9002

Phil Taylor
773-380-1261
773-442-0219

Invoice Information
Production Month: 04/2009
Invoice Due Date: 6/1/2009
Invoice Date: 5/21/2009
Customer Number: 600011343

Billing Contact
Dominion Retail, Inc.
Gas Accounting
P.O. Box 298
Pittsburgh, PA 15230-9455

KIMBERLY CULPEPPER
Phone: 412-237-4753
Fax: 412-237-4783
Email: kimberly.r.culpepper@dom.com
Net Invoice Total: Volume: 86,239
Amount: \$351,915.05

Please notify as soon as possible of any discrepancies

<u>Deal #</u>	<u>Trade Date</u>	<u>Trader</u>	<u>Deal Contact</u>	<u>Pipeline</u>	<u>Meter Volume</u>	<u>UOM</u>	<u>Deal Price</u>	<u>Amount Due</u>
Purchases								
644377	4/16/2009	GAROFALO	Dean Putnam	EASTOHIO	(30,000)	MMBTU	3.9000	(117,000.00)
647369	4/30/2009	GAROFALO		OTHERM	0	MMBTU	0.0000	(164.05)
				Pipeline: EASTOHIO	(30,000)			(117,164.05)
				PURCHASE Total:	(30,000)			(117,164.05)
Sales								
647651	5/1/2009	GAROFALO	Dean Putnam	EASTOHIO	87,000	MMBTU	4.0810	355,047.60
651029	5/20/2009	GAROFALO	Philip Leach	EASTOHIO	29,239	MMBTU	3.9000	114,032.10
				Pipeline: EASTOHIO	116,239			469,079.10
				SALE Total:	116,239			469,079.10
				Net Invoice Total:	86,239			\$351,915.05
				Outstanding Amount :				\$351,915.05

NOTES :

Please Wire Transactions To
JP Morgan Chase Bank
9102784213
021000021
New York, NY

Please Remit Check To
Dominion Retail, Inc.
% Bank of America Lockbox
P. O. Box 414607
Boston, MA02241-4607

Please Send Correspondence To
Dominion Retail, Inc.
Attn: Billing Department
P.O. Box 298
Pittsburgh, PA 15230-9455

Dominion Retail, Inc.
120 Tredegar Street, Richmond, VA 23219



Date:
June 11, 2009

General Motors Corporation
c/o EnTech USB
P.O. Box 319002
Chicago, IL 60631
E-mail: bills@entech.us; lesley@entech.us

10/31/2005

Invoice #

Payment Terms: Net 10 days of Receipt of Invoice

Customer No: 600011343

NATURAL GAS INVOICE

Invoice Month:
5/1/2009 - 5/31/2009

	<u>Mcf</u> <u>Burnertfp</u>	<u>Dt</u> <u>Citygate</u>	<u>Nymex</u>	<u>Fuel</u> <u>1.0285</u>	<u>Basis</u> <u>Adder</u>	<u>Citygate</u> <u>Price</u>	<u>Amount</u>
Nomination Dth - Settle		65,000	\$3.3210		\$0.4600	\$3.7710	\$245,115.00
Nomination Dth - Total		65,000				\$3.7710	\$245,115.00
Actual Mcf - to - Dt Dominion East Ohio Acct #81459	51,668.8	54,466					

	<u>Citygate</u>	<u>5/20/2009</u> <u>Index</u>	<u>Fuel</u> <u>1.0285</u>	<u>Adder</u>	<u>Citygate</u> <u>Price</u>	<u>Amount</u>
Difference	(10,534)	\$	\$	\$	\$3.7710	(\$9,723.71)

Imbalance Credit from Mar'09 (\$164.05)

Total Due Dominion Retail, Inc. \$205,227.24

See Attachment for details

**Shrinkage calculation: Usage divided by .997 and .981 and rounded
* Dominion Retail, Inc. delivers and bills based on Whole Numbers in MCF.
Any Questions? Contact

Please Wire Transactions to:
JP Morgan Chase Bank
New York, NY
ABA 021-000-021
Dominion Retail, Inc.
Acct #9102784213

Please Remit Check To:
Dominion Retail, Inc.
% Bank of America Lockbox
P.O. Box 414607
Boston, MA 02241-4607