



Purchase & Sale Agreement

This Purchase and Sale Agreement (this "Agreement"), effective as of _____, 20____, (the "Effective Date") is by and between Dominion Resources Services, Inc. , a Virginia corporation ("Company") and _____, a state type of entity ("Purchaser").

Whereas, Company desires to sell the equipment (the "Equipment") listed in the attached Equipment Schedule, and

Whereas, Purchaser wishes to purchase the Equipment, subject to the terms and conditions set forth herein,

Now, therefore, the parties, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, and intending to be legally bound, agree as follows:

1. Company shall deliver the Equipment to Purchaser the location specified in the Equipment Schedule. Purchaser shall accept delivery and have the Equipment removed from Company's property no later than the date specified in the Equipment Schedule (the "Equipment Removal Date"). Purchaser shall make all arrangements for the loading and shipping of the Equipment unless otherwise provided in the Equipment Schedule. Title and risk of loss or damage to the Equipment shall pass to Purchaser when Purchaser commences loading the Equipment or, if Company is to load the Equipment, when the Company has loaded the Equipment.
2. Unless otherwise agreed, Purchaser agrees to pay Company in immediately available funds the price for the Equipment and all other charges in the Equipment Schedule prior to taking delivery of the Equipment. Purchaser also agrees to pay directly or reimburse Company for any sales, use or other taxes that may be applicable to this transaction. If the parties have agreed upon payment of any amounts after Purchaser takes delivery of the Equipment, Purchaser agrees to reimburse Company for any costs incurred by Company, including any reasonable attorneys' fees, in collecting such payment from Purchaser.
3. The parties agree that Purchaser shall remove the Equipment purchased hereby from Company's premises by the Equipment Removal Date (provided that the Company has not prevented Purchaser from doing so) and time shall be of the essence with respect to such removal. Purchaser acknowledges and agrees that its failure to remove such Equipment by the Equipment Removal Date shall constitute Purchaser's abandonment of the Equipment and a waiver of any recourse by Purchaser against Company including any right or remedy it may have in law or equity for recovery of the property, its purchase price or any claim for damages of any kind.
4. Company warrants that it has good title to and full authority to sell or otherwise transfer title to the Equipment. **The Equipment is transferred "as is, where is." Company makes no warranties or representations (other than as to title and authority to transfer) with respect to the Equipment, whether statutory, express or implied (including any warranties of merchantability and fitness for a particular purpose or arising out of any course of dealing or usage of trade.) Any description of the Equipment contained in any document relating to this sale is for reference purposes only and is not intended to be construed as a warranty relating to condition or completeness. Company specifically disclaims any warranty relating to the condition or completeness of the Equipment.**

5. Purchaser agrees that Company has provided Purchaser full and adequate opportunity to inspect the Equipment. Purchaser is satisfied that, based upon its inspection or voluntary failure to inspect, that it understands the condition and other characteristics of the Equipment and hereby that the Equipment conforms in all material respects to the description in the Equipment Schedule.

6. Neither Company, its affiliates, suppliers, subcontractors, nor any employee or agent of any of them, shall be liable to Purchaser in contract, tort (including negligence and strict liability) or otherwise for any loss of use of the Equipment, or for any property damage, personal injury or wrongful death relating to this agreement or to the use, removal, shipment or storage of the Equipment or for any special, incidental, indirect or consequential loss or damage whatsoever. Purchaser waives and shall require its insurers to waive all claims that relate to, arise from or are connected with this Agreement or the Equipment against Company, its affiliates, suppliers, subcontractors or any employee or agent of any of them, whether arising out of contract, tort (including negligence and strict liability) or otherwise for any personal injury, wrongful death or damage to or loss of use of property or other damage or cost relating to, arising from or in connection with this Agreement or the Equipment, no matter how caused and regardless of fault. In any event, the total cumulative liability of Company, its affiliates, suppliers, subcontractors and any employee or agent of any of them, whether in contract, tort (including negligence and strict liability) or otherwise, arising out of, relating to or in connection with this Agreement or the Equipment, shall be limited to the purchase price paid by Purchaser for the Equipment.

7. Purchaser agrees to indemnify, hold harmless and defend Company, its affiliates, suppliers, subcontractors and any employee or agent of any of them (each an "Indemnitee") from and against all losses, claims, and liabilities arising out of, relating to or in connection with this Agreement or the possession, transportation, storage, installation, maintenance, operation, or other use of the Equipment, whether arising out of contract, tort (including negligence and strict liability) or otherwise, from and against all expenses, including all costs of investigation and reasonable attorneys' fees through final appeal, incurred by any Indemnitee in connection with the defense of any action or proceeding against any of them. Purchaser's obligations under the preceding sentence include but are not limited to losses, claims, liabilities and expenses that result from a "nuclear incident" as defined in the Atomic Energy Act of 1954, as amended (the "Act").

8. If the Equipment or any component thereof is used at or operated in connection with a facility or activity subject to regulation under the Act, Purchaser shall, without cost to Company, provide and maintain all-risk nuclear property insurance. To the extent available, the limit of such insurance shall be the completed value of the facility, and any deductible shall be for the account of Purchaser. Such insurance shall either name Virginia Electric and Power Company, its suppliers and its subcontractors as additional insureds or provide that Virginia Electric and Power Company, its suppliers and its subcontractors shall be protected as their interest may appear.

9. If the Equipment or any component thereof is used at or operated in connection with a facility or activity subject to regulation under the Act, then prior to the arrival of the Equipment at such facility or prior to commencing such activity, Purchaser shall obtain insurance to cover the legal obligation to pay damages because of bodily injury or property damage caused by a nuclear incident. This insurance shall include the interest of Company, its suppliers, its subcontractors and any other person or organization that may have a legal responsibility for injury or damage resulting from a nuclear incident. The insurance shall be in the amounts and form required by the Act. Purchaser shall also enter into the Governmental Indemnity Agreement required by the Act. Purchaser shall continue to carry such insurance and indemnities against the foregoing risks with coverage and limits as may be required by the Nuclear Regulatory Commission (NRC) until decommissioning of the facility or cessation of the regulated activity. In the event the nuclear liability protection system contemplated by the Act is changed or expires, Purchaser shall, without cost to Company, maintain liability protection provided through government indemnity, limitation of liability, and liability insurance

so as to minimize impairment of the protection afforded Company, its suppliers and its subcontractors by the nuclear liability protection system in effect on the effective date of this Agreement.

10. If the Equipment or any component thereof is used at or operated in connection with a facility or activity subject to regulation under the Act, then Purchaser waives and shall require its insurers to waive all claims against Company, its suppliers and its subcontractors, whether arising out of contract, tort (including negligence and strict liability) or otherwise, for any personal injury or damage to or loss of use of property arising out of or resulting from a nuclear incident. Purchaser also waives and shall require its insurers to waive claims against Company, its suppliers and its subcontractors for any and all costs or expenses arising out of or connected with the investigation and settlement of claims or the defense of suits for personal injury or damage to or loss of use of property arising out of or resulting from a nuclear incident.

11. Purchaser shall not use the Equipment or any component thereof in any nuclear facility for which the NRC has no financial protection requirement or in a nuclear facility outside the United States, and shall not transfer the Equipment or any component thereof to a third party for such use, without Company's prior written consent. Use or transfer contrary to this paragraph shall make Purchaser the indemnitor of Company with respect to all losses, claims, liabilities, and expenses (including reasonable attorneys' fees) that Company may incur as a result of such use or transfer.

13. If Purchaser transfers the Equipment or any part of it to any third party, or transfers any interest in the facility or property on which the Equipment is installed, the transfer shall be pursuant to a transfer agreement that shall include requirements for financial protection, waivers, indemnification, limitations of liability and further transfers that provide each Indemnitee with protection at least equivalent to that provided them under this Agreement. If there is no transfer agreement, or if the transfer agreement does not conform to the requirements of this paragraph, Purchaser shall indemnify, hold harmless, and defend each Indemnitee from and against all losses, claims, liabilities, and expenses (including reasonable attorneys' fees) against which they would have been protected had there been a transfer agreement conforming to the requirements of this paragraph.

14. Purchaser represents that it is the sole owner of the facility or property to which the Equipment is to be transferred or that it is authorized to bind all owners of such facility or property to all the provisions set forth in this Agreement.

15. The laws of the Commonwealth of Virginia shall govern the purchase and sale of the Equipment as well as the validity and construction of this Agreement.

16. The failure of Company to demand strict performance of the terms of, or to exercise any right conferred in, this Agreement shall not be construed as a waiver or relinquishment of its right to assert or rely upon any such term or right in the future.

17. If all or part of any provision hereof shall become or be declared unlawful, the rights and obligations of Company shall be reduced only as much as is necessary to remove the illegality.

18. This Agreement constitutes the entire agreement between the parties with regard to the Equipment, and supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties.

In witness whereof, the parties have signed or, as the case may be, have caused their duly authorized representatives to sign this Agreement as of the Effective Date.

Dominion Resources Services, Inc.

Purchaser

By: _____

(Type name here)
(Type title here)

By:

(Type name here)
(Type title here)

**Equipment Schedule
for Purchase and Sale Agreement** [REDACTED]

This Equipment Schedule is pursuant to and subject to the terms and conditions of Purchase and Sale Agreement [REDACTED] between Dominion Resources Services, Inc. ("Company") and [REDACTED] ("Purchaser"), which is effective as of [REDACTED], 20[REDACTED].

1. Description of Equipment. Company agrees to sell and Purchaser agrees to purchase the following Equipment:

Item No.	Quantity	Description	To Be Loaded By
1.	[REDACTED]	[REDACTED]	[REDACTED]
2.	[REDACTED]	[REDACTED]	[REDACTED]

2. Place and Time of Delivery. Company shall tender delivery of Equipment described above at Company's [REDACTED] location upon receipt of the signed Sales Agreement and payment. Purchaser shall accept delivery and remove Equipment from Company's property no later than [REDACTED] (xx) working days following the tender date.

3. Price. As full and complete compensation for all Equipment described above, Purchaser agrees to pay Company the following total price:

<u>Item No.</u>	<u>Purchase Price</u>	<u>Extended Price</u>
[REDACTED]	\$ [REDACTED] / (unit of measure)	\$ [REDACTED]
[REDACTED]	\$ [REDACTED] / (unit of measure)	\$ [REDACTED]

	Subtotal:	\$ [REDACTED]
Tax Exemption No. [REDACTED]	Tax:	[REDACTED]

	Total:	\$ [REDACTED]

4. Payment. The total price specified above shall be due before Purchaser takes delivery of the Equipment.