

Large Filing Separator Sheet

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Description of Document: Renewal Application

THIS THIRTY-SIXTH SUPPLEMENTAL INDENTURE is made as of the first day of June, 2008, by and between DOMINION RESOURCES, INC., a Virginia corporation, having its principal office at 120 Tredegar Street, Richmond, Virginia 23219 (the "Company"), and THE BANK OF NEW YORK (successor to JPMORGAN CHASE BANK, N.A. (formerly known as THE CHASE MANHATTAN BANK)), a New York banking corporation, as Trustee (herein called the "Trustee").

WITNESSETH:

WHEREAS, the Company has heretofore entered into a Senior Indenture, dated as of June 1, 2000 (the "Original Indenture"), as heretofore supplemented and amended, with the Trustee;

WHEREAS, the Original Indenture is incorporated herein by this reference and the Original Indenture, as heretofore supplemented and amended and as further supplemented by this Thirty-Sixth Supplemental Indenture, is herein called the "Indenture";

WHEREAS, under the Original Indenture, a new series of Securities may at any time be established in accordance with the provisions of the Original Indenture and the terms of such series may be described by a supplemental indenture executed by the Company and the Trustee;

WHEREAS, the Company proposes to create under the Indenture a series of Securities;

WHEREAS, additional Securities of other series hereafter established, except as may be limited in the Original Indenture as at the time supplemented and modified, may be issued from time to time pursuant to the Indenture as at the time supplemented and modified; and

WHEREAS, all conditions necessary to authorize the execution and delivery of this Thirty-Sixth Supplemental Indenture and to make it a valid and binding obligation of the Company have been done or performed.

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I
2008 SERIES B 7.0% SENIOR NOTES DUE 2038

SECTION 101. Establishment. There is hereby established a new series of Securities to be issued under the Indenture, to be designated as the Company's 2008 Series B 7.0% Senior Notes due 2038 (the "Series B Senior Notes").

There are to be authenticated and delivered \$400,000,000 principal amount of Series B Senior Notes, and such principal amount of the Series B Senior Notes may be increased from time to time pursuant to Section 301(2) of the Indenture. All Series B Senior Notes need not be issued at the same time and such series may be reopened at any time, without the consent of any Holder, for

issuances of additional Series B Senior Notes. Any such additional Series B Notes will have the same interest rate, maturity and other terms as those initially issued. Further Series B Senior Notes may also be authenticated and delivered as provided by Sections 304, 305, 306, 905 or 1107 of the Original Indenture.

The Series B Senior Notes shall be issued in definitive fully registered form without coupons, in substantially the form set out in Exhibit A hereto. The entire initially issued principal amount of the Series B Senior Notes shall initially be evidenced by one or more certificates issued to Cede & Co., as nominee for The Depository Trust Company.

The form of the Trustee's Certificate of Authentication for the Series B Senior Notes shall be in substantially the form set forth in Exhibit B hereto.

Each Series B Senior Note shall be dated the date of authentication thereof and shall bear interest from the date of original issuance thereof or from the most recent Interest Payment Date to which interest has been paid or duly provided for.

SECTION 102. Definitions. The following defined terms used herein shall, unless the context otherwise requires, have the meanings specified below. Capitalized terms used herein for which no definition is provided herein shall have the meanings set forth in the Original Indenture.

"Adjusted Treasury Rate" means, with respect to any Redemption Date: (i) the yield, under the heading which represents the average for the immediately preceding week, appearing in the most recently published statistical release designated "H.15(519)" or any successor publication which is published weekly by the Board of Governors of the Federal Reserve System and which establishes yields on actively traded United States Treasury securities adjusted to constant maturity under the caption "Treasury Constant Maturities," for the maturity corresponding to the Comparable Treasury Issue (if no maturity is within three months before or after the Remaining Life, yields for the two published maturities most closely corresponding to the Comparable Treasury Issue shall be determined and the Adjusted Treasury Rate shall be interpolated or extrapolated from such yields on a straight line basis, rounding to the nearest month); or (ii) if such release (or any successor release) is not published during the week preceding the calculation date or does not contain such yields, the rate per annum equal to the semi-annual equivalent yield to maturity of the Comparable Treasury Issue, calculated using a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such Redemption Date.

"Business Day" means a day other than (i) a Saturday or a Sunday, (ii) a day on which banks in New York, New York are authorized or obligated by law or executive order to remain closed or (iii) a day on which the Corporate Trust Office is closed for business.

"Comparable Treasury Issue" means the United States Treasury security selected by an Independent Investment Banker as having a maturity comparable to the remaining term of the Series B Senior Notes to be redeemed that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the Remaining Life.

"Comparable Treasury Price" for any Redemption Date means (i) the average of the Reference Treasury Dealer Quotations for such Redemption Date, after excluding the highest and lowest Reference Treasury Dealer Quotations, or (ii) if the Independent Investment Banker obtains fewer than five such Reference Treasury Dealer Quotations, the average of all such quotations.

"Independent Investment Banker" means any of Barclays Capital Inc., Citigroup Global Markets Inc., J.P. Morgan Securities Inc., and Merrill Lynch, Pierce, Fenner & Smith Incorporated, and their respective successors as selected by the Company, or if any such firm is unwilling or unable to serve as such, an independent investment and banking institution of national standing appointed by the Company.

"Interest Payment Dates" means June 15 and December 15 of each year, commencing on December 15, 2008.

"Lien" means any mortgage, lien, pledge, security interest or other encumbrance of any kind.

"Material Subsidiary" means a Subsidiary of the Company whose total assets (as determined in accordance with GAAP) represent at least 20% of the total assets of the Company on a consolidated basis.

"Original Issue Date" means June 17, 2008.

"Outstanding", when used with respect to the Series B Senior Notes, means, as of the date of determination, all Series B Senior Notes, theretofore authenticated and delivered under the Indenture, except:

(i) Series B Senior Notes theretofore canceled by the Trustee or delivered to the Trustee for cancellation;

(ii) Series B Senior Notes for whose payment at Maturity the necessary amount of money or money's worth has been theretofore deposited (other than pursuant to Section 402 of the Original Indenture) with the Trustee or any Paying Agent (other than the Company) in trust or set aside and segregated in trust by the Company (if the Company shall act as its own Paying Agent) for the Holders of such Series B Senior Notes;

(iii) Series B Senior Notes with respect to which the Company has effected defeasance or covenant defeasance has been effected pursuant to Section 402 of the Original Indenture; and

(iv) Series B Senior Notes that have been paid pursuant to Section 306 of the Original Indenture or in exchange for or in lieu of which other Series B Senior Notes have been authenticated and delivered pursuant to the Indenture, other than any such Series B Senior Notes in respect of which there shall have been presented to the Trustee proof satisfactory to it that such Series B Senior Notes are held by a bona fide purchaser in whose hands such Series B Senior Notes are valid obligations of the Company; provided, however, that in determining whether the Holders of the requisite principal amount of Outstanding Series B Senior Notes have given

any request, demand, authorization, direction, notice, consent or waiver hereunder or are present at a meeting of Holders of Series B Senior Notes for quorum purposes, Series B Senior Notes owned by the Company or any other obligor upon the Series B Senior Notes or any Affiliate of the Company or such other obligor shall be disregarded and deemed not to be Outstanding, except that, in determining whether the Trustee shall be protected in making any such determination or relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Series B Senior Notes which a Responsible Officer of the Trustee knows to be so owned shall be so disregarded. Series B Senior Notes so owned which shall have been pledged in good faith may be regarded as Outstanding if the pledgee establishes to the satisfaction of the Trustee (A) the pledgee's right so to act with respect to such Series B Senior Notes and (B) that the pledgee is not the Company or any other obligor upon the Series B Senior Notes or an Affiliate of the Company or such other obligor.

"Principal Property" means any plant or facility of the Company located in the United States that in the opinion of the Board of Directors or management of the Company is of material importance to the business conducted by the Company and its consolidated Subsidiaries taken as whole.

"Reference Treasury Dealer" means: (i) Barclays Capital Inc., Citigroup Global Markets Inc., J.P. Morgan Securities Inc., and Merrill Lynch, Pierce, Fenner & Smith Incorporated, and their respective successors; provided that, if any such firm or its successors ceases to be a primary U.S. Government securities dealer in the United States (a "Primary Treasury Dealer"), the Company shall substitute another Primary Treasury Dealer; and (ii) up to one other Primary Treasury Dealer selected by the Company.

"Reference Treasury Dealer Quotations" means, with respect to each Reference Treasury Dealer and any Redemption Date, the average, as determined by the Independent Investment Banker, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Independent Investment Banker at 5:00 p.m., New York City time, on the third Business Day preceding such Redemption Date.

"Regular Record Date" means, with respect to each Interest Payment Date, the close of business on the Business Day preceding such Interest Payment Date; *provided*, that with respect to Series B Senior Notes that are not represented by one or more Global Securities, the Regular Record Date shall be the close of business on the 15th calendar day (whether or not a Business Day) preceding such Interest Payment Date.

"Remaining Life" means the remaining term of the Series B Senior Notes.

"Stated Maturity" means June 15, 2038.

SECTION 103. Payment of Principal and Interest. The principal of the Series B Senior Notes shall be due at the Stated Maturity (unless earlier redeemed). The unpaid principal amount of the Series B Senior Notes shall bear interest at the rate of 7.0% per annum until paid or duly provided for, such interest to accrue from the Original Issue Date or from the most recent Interest Payment Date to which interest has been paid or duly provided for. Interest shall be paid semi-annually in arrears on each Interest Payment Date to the Person in whose name the Series B Senior Notes are registered on the Regular Record Date for such Interest Payment Date; *provided*

that interest payable at the Stated Maturity of principal or on a Redemption Date as provided herein will be paid to the Person to whom principal is payable. Any such interest that is not so punctually paid or duly provided for will forthwith cease to be payable to the Holders on such Regular Record Date and may either be paid to the Person or Persons in whose name the Series B Senior Notes are registered at the close of business on a Special Record Date for the payment of such defaulted interest to be fixed by the Trustee (in accordance with Section 307 of the Original Indenture), notice whereof shall be given to Holders of the Series B Senior Notes not less than ten (10) days prior to such Special Record Date, or be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange, if any, on which the Series B Senior Notes may be listed, and upon such notice as may be required by any such exchange, all as more fully provided in the Original Indenture.

Payments of interest on the Series B Senior Notes will include interest accrued to but excluding the respective Interest Payment Dates. Interest payments for the Series B Senior Notes shall be computed and paid on the basis of a 360-day year of twelve 30-day months. In the event that any date on which interest is payable on the Series B Senior Notes is not a Business Day, then payment of the interest payable on such date will be made on the next succeeding day that is a Business Day (and without any interest or payment in respect of any such delay), in each case with the same force and effect as if made on the date the payment was originally payable.

Payment of the principal and interest on the Series B Senior Notes shall be made at the office of the Paying Agent in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts, with any such payment that is due at the Stated Maturity of any Series B Senior Notes or upon redemption being made upon surrender of such Series B Senior Notes to the Paying Agent. Payments of interest (including interest on any Interest Payment Date) will be made, subject to such surrender where applicable, at the option of the Company, (i) by check mailed to the address of the Person entitled thereto as such address shall appear in the Security Register or (ii) by wire transfer at such place and to such account at a banking institution in the United States as may be designated in writing to the Trustee at least sixteen (16) days prior to the date for payment by the Person entitled thereto. In the event that any date on which principal and interest is payable on the Series B Senior Notes is not a Business Day, then payment of the principal and interest payable on such date will be made on the next succeeding day that is a Business Day (and without any interest or payment in respect of any such delay), in each case with the same force and effect as if made on the date the payment was originally payable.

SECTION 104. Denominations. The Series B Senior Notes may be issued in denominations of \$1,000, or any greater integral multiple of \$1,000.

SECTION 105. Global Securities. The Series B Senior Notes will be issued initially in the form of one or more Global Securities registered in the name of the Depositary (which shall be The Depositary Trust Company) or its nominee. Except under the limited circumstances described below, Series B Senior Notes represented by such Global Securities will not be exchangeable for, and will not otherwise be issuable as, Series B Senior Notes in definitive form. The Global Securities described above may not be transferred except by the Depositary to a nominee of the Depositary or by a nominee of the Depositary to the Depositary or another nominee of the Depositary or to a successor Depositary or its nominee.

Owners of beneficial interests in such a Global Security will not be considered the Holders thereof for any purpose under the Indenture, and no Global Security representing a Series B Senior Note shall be exchangeable, except for another Global Security of like denomination and tenor to be registered in the name of the Depositary or its nominee or to a successor Depositary or its nominee or except as described below. The rights of Holders of such Global Security shall be exercised only through the Depositary.

A Global Security shall be exchangeable for Series B Senior Notes registered in the names of persons other than the Depositary or its nominee only if (i) the Depositary notifies the Company that it is unwilling or unable to continue as a Depositary for such Global Security and no successor Depositary shall have been appointed by the Company within 90 days of receipt by the Company of such notification, or if at any time the Depositary ceases to be a clearing agency registered under the Exchange Act at a time when the Depositary is required to be so registered to act as such Depositary and no successor Depositary shall have been appointed by the Company within 90 days after it becomes aware of such cessation, or (ii) the Company in its sole discretion determines that such Global Security shall be so exchangeable, in which case Series B Senior Notes in definitive form will be printed and delivered to the Depositary. Any Global Security that is exchangeable pursuant to the preceding sentence shall be exchangeable for Series B Senior Notes registered in such names as the Depositary shall direct.

SECTION 106. Redemption. The Series B Senior Notes are redeemable, in whole or in part, at any time, and at the option of the Company, at a Redemption Price equal to the greater of:

(i) 100% of the principal amount of Series B Senior Notes then Outstanding to be so redeemed, or

(ii) the sum of the present values of the remaining scheduled payments of principal and interest thereon (not including any portion of such payments of interest accrued as of the Redemption Date) discounted to the Redemption Date on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Adjusted Treasury Rate, plus 40 basis points, as calculated by an Independent Investment Banker,

plus, in either of the above cases, accrued and unpaid interest thereon to the Redemption Date.

Unless the Company defaults in the payment of the Redemption Price, on and after the Redemption Date, interest will cease to accrue on the Series B Senior Notes or portions thereof called for redemption.

The Adjusted Treasury Rate shall be calculated on the third Business Day preceding the Redemption Date.

In the event of the redemption of the Series B Senior Notes in part only, a new Series B Senior Note or Notes for the unredeemed portion will be issued in the name or names of the Holders thereof upon surrender thereof.

Notice of redemption shall be given as provided in Section 1104 of the Original Indenture.

SECTION 107. Sinking Fund. The Series B Senior Notes shall not have a sinking fund.

SECTION 108. Additional Interest. Any principal of and installment of interest on the Series B Senior Notes that is overdue shall bear interest at the rate of 7.0% (to the extent that the payment of such interest shall be legally enforceable), from the dates such amounts are due until they are paid or made available for payment, and such interest shall be payable on demand.

SECTION 109. Paying Agent. The Trustee shall initially serve as Paying Agent with respect to the Series B Senior Notes, with the Place of Payment initially being the Corporate Trust Office of the Trustee.

SECTION 110. Limitation on Liens. The Company will not, while any of the Series B Senior Notes remain Outstanding, create, or suffer to be created or to exist, any Lien upon any Principal Property of the Company or upon any shares of stock of any Material Subsidiary of the Company, whether such Principal Property is, or shares of stock are, now owned or hereafter acquired, to secure any indebtedness for borrowed money of the Company, unless it shall make effective provision whereby the Series B Senior Notes then Outstanding shall be secured by such Lien equally and ratably with any and all indebtedness for borrowed money thereby secured so long as any such indebtedness shall be so secured; provided, however, that nothing in this Section shall be construed to prevent the Company from creating, or from suffering to be created or to exist, any Liens, or any agreements, with respect to:

- (1) purchase money mortgages, or other purchase money liens, pledges, security interests or encumbrances of any kind upon property hereafter acquired by the Company, or Liens of any kind existing on any property or any shares of stock at the time of the acquisition thereof (including Liens which exist on any property or any shares of stock of a Person which is consolidated with or merged with or into the Company or which transfers or leases all or substantially all of its properties to the Company), or conditional sales agreements or other title retention agreements and leases in the nature of title retention agreements with respect to any property hereafter acquired; provided, however, that no such Lien shall extend to or cover any other property of the Company;
- (2) Liens upon any property of the Company or any shares of stock of any Material Subsidiary of the Company existing as of the date of the initial issuance of the Series B Senior Notes or upon the shares of stock of any corporation, which Liens existed at the time such corporation became a Material Subsidiary of the Company; liens for taxes or assessments or other governmental charges or levies; pledges to secure other governmental charges or levies; pledges or deposits to secure

obligations under worker's compensation laws, unemployment insurance and other social security legislation, including liens of judgments thereunder which are not currently dischargeable; pledges or deposits to secure performance in connection with bids, tenders, contracts (other than contracts for the payment of money) or leases to which the Company is a party; pledges or deposits to secure public or statutory obligations of the Company; builders', materialmen's, mechanics', carriers', warehousemen's, workers', repairmen's, operators', landlords' or other like liens in the ordinary course of business, or deposits to obtain the release of such liens; pledges or deposits to secure, or in lieu of, surety, stay, appeal, indemnity, customs, performance or return-of-money bonds; other pledges or deposits for similar purposes in the ordinary course of business; liens created by or resulting from any litigation or proceeding which at the time is being contested in good faith by appropriate proceedings; liens incurred in connection with the issuance of bankers' acceptances and lines of credit, bankers' liens or rights of offset and any security given in the ordinary course of business to banks or others to secure any indebtedness payable on demand or maturing within 12 months of the date that such indebtedness is originally incurred; liens incurred in connection with repurchase, swap or other similar agreements (including, without limitation, commodity price, currency exchange and interest rate protection agreements); leases made, or existing on property acquired, in the ordinary course of business; liens securing industrial revenue or pollution control bonds; liens, pledges, security interests or other encumbrances on any property arising in connection with any defeasance, covenant defeasance or in-substance defeasance of indebtedness of the Company, including the Series B Senior Notes; liens created in connection with, and created to secure, a non-recourse obligation; zoning restrictions, easements, licenses, rights-of-way, restrictions on the use of property or minor irregularities in title thereto, which do not, in the opinion of the Company, materially impair the use of such property in the operation of the business of the Company or the value of such property for the purpose of such business;

- (3) Liens in favor of the United States, any foreign country or any department, agency or instrumentality or political subdivision of any such jurisdiction, to secure partial, progress, advance or other payments pursuant to any contract or statute or to secure any indebtedness incurred for the purpose of financing all or any part of the purchase price or the cost of constructing or improving the property subject to such mortgages, including, without limitation, mortgages to secure indebtedness of the pollution control or industrial revenue bond type;
- (4) indebtedness which may be issued by the Company in connection with a consolidation or merger of the Company or any Material Subsidiary of the Company with or into any other Person (which may be an Affiliate of the Company or any Material Subsidiary of the Company) in exchange for or otherwise in substitution for secured indebtedness of such Person ("Third Party Debt") which by its terms (i) is secured by a mortgage on all or a portion of the property of such Person, (ii) prohibits secured indebtedness from being incurred by such Person, unless the Third Party Debt shall be secured equally and ratably with such secured indebtedness or (iii) prohibits secured indebtedness from being incurred by such Person;

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- (5) indebtedness of any Person which is required to be assumed by the Company in connection with a consolidation or merger of such Person, with respect to which any property of the Company is subjected to a Lien;
- (6) Liens of any kind upon any property acquired, constructed, developed or improved by the Company (whether alone or in association with others) after the date of the initial issuance of the Series B Senior Notes which are created prior to, at the time of, or within 18 months after such acquisition (or in the case of property constructed, developed or improved, after the completion of such construction, development or improvement and commencement of full commercial operation of such property, whichever is later) to secure or provide for the payment of any part of the purchase price or cost thereof; provided that in the case of such construction, development or improvement the Liens shall not apply to any property theretofore owned by the Company other than theretofore unimproved real property;
- (7) Liens in favor of the Company, one or more Material Subsidiaries of the Company, one or more wholly-owned Subsidiaries of the Company or any of the foregoing in combination;
- (8) the replacement, extension or renewal (or successive replacements, extensions or renewals), as a whole or in part, of any Lien, or of any agreement, referred to above in clauses (1) through (7) inclusive, or the replacement, extension or renewal (not exceeding the principal amount of indebtedness secured thereby together with any premium, interest, fee or expense payable in connection with any such replacement, extension or renewal) of the indebtedness secured thereby; provided that such replacement, extension or renewal is limited to all or a part of the same property that secured the Lien replaced, extended or renewed (plus improvements thereon or additions or accessions thereto); or
- (9) any other Lien not excepted by the foregoing clauses (1) through (8); provided that immediately after the creation or assumption of such Lien, the aggregate principal amount of indebtedness for borrowed money of the Company secured by all Liens created or assumed under the provisions of this clause (9) shall not exceed an amount equal to 10% of the common shareholders' equity of the Company, as shown on its consolidated balance sheet for the accounting period occurring immediately prior to the creation or assumption of such Lien.

This Section 110 has been included in this Thirty-Sixth Supplemental Indenture expressly and solely for the benefit of the Series B Senior Notes and shall be subject to covenant defeasance pursuant to Section 402(3) of the Original Indenture.

**ARTICLE II
MISCELLANEOUS PROVISIONS**

SECTION 201. Recitals by Company. The recitals in this Thirty-Sixth Supplemental Indenture are made by the Company only and not by the Trustee, and all of the provisions contained in the Original Indenture in respect of the rights, privileges, immunities, powers and duties of the Trustee shall be applicable in respect of the Series B Senior Notes and of this Thirty-Sixth Supplemental Indenture as fully and with like effect as if set forth herein in full.

SECTION 202. Ratification and Incorporation of Original Indenture. As supplemented hereby, the Original Indenture is in all respects ratified and confirmed, and the Original Indenture and this Thirty-Sixth Supplemental Indenture shall be read, taken and construed as one and the same instrument.

SECTION 203. Executed in Counterparts. This Thirty-Sixth Supplemental Indenture may be executed in several counterparts, each of which shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

SECTION 204. Assignment. The Company shall have the right at all times to assign any of its rights or obligations under the Indenture with respect to the Series B Senior Notes to a direct or indirect wholly-owned subsidiary of the Company; provided that, in the event of any such assignment, the Company shall remain primarily liable for the performance of all such obligations. The Indenture may also be assigned by the Company in connection with a transaction described in Article Eight of the Original Indenture.

IN WITNESS WHEREOF, each party hereto has caused this instrument to be signed in its name and behalf by its duly authorized officer, all as of the day and year first above written.

DOMINION RESOURCES, INC.

By: _____
Name: G. Scott Hetzer
Title: Senior Vice President and Treasurer

THE BANK OF NEW YORK, as Trustee

By: _____
Name: L. O'Brien
Title: Vice President

EXHIBIT A

**FORM OF
2008 SERIES B 7.0% SENIOR NOTE
DUE 2038**

[UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY (55 WATER STREET, NEW YORK, NEW YORK) TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF [CEDE & CO.] OR SUCH OTHER NAME AS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY AND ANY PAYMENT IS MADE TO [CEDE & CO.], ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, [CEDE & CO.], HAS AN INTEREST HEREIN.]**

[THIS SERIES B SENIOR NOTE IS A GLOBAL SECURITY WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF A DEPOSITARY OR A NOMINEE THEREOF. THIS SERIES B SENIOR NOTE MAY NOT BE EXCHANGED IN WHOLE OR IN PART FOR A SECURITY REGISTERED, AND NO TRANSFER OF THIS SERIES B SENIOR NOTE IN WHOLE OR IN PART MAY BE REGISTERED, IN THE NAME OF ANY PERSON OTHER THAN SUCH DEPOSITARY OR A NOMINEE THEREOF, EXCEPT IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE.]**

DOMINION RESOURCES, INC.

\$ _____
**2008 SERIES B 7.0% SENIOR NOTE
DUE 2038**

No. R-

CUSIP No. 25746U BD 0

Dominion Resources, Inc., a corporation duly organized and existing under the laws of Virginia (herein called the "Company", which term includes any successor Person under the Indenture hereinafter referred to), for value received, hereby promises to pay to [Cede & Co.]**, or registered assigns (the "Holder"), the principal sum of _____ Dollars (\$ _____) on June 15, 2038 and to pay interest thereon from June 17, 2008 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, semi-annually in arrears on June 15 and December 15 of each year, commencing on December 15, 2008, at the rate of 7.0% per annum, until the principal hereof is paid or made available for payment, provided that any principal, and any such

** Insert in Global Securities.

installment of interest, that is overdue shall bear interest at the rate of 7.0% per annum (to the extent that the payment of such interest shall be legally enforceable), from the dates such amounts are due until they are paid or made available for payment, and such interest shall be payable on demand. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in such Indenture, be paid to the Person in whose name this Series B Senior Note (or one or more Predecessor Securities) is registered at the close of business on the Regular Record Date for such interest; provided that the interest payable at Stated Maturity or on a Redemption Date will be paid to the Person to whom principal is payable. The Regular Record Date shall be the close of business on the Business Day preceding such Interest Payment Date; *provided*, that with respect to Series B Senior Notes that are not represented by one or more Global Securities, the Regular Record Date shall be the close of business on the 15th calendar day (whether or not a Business Day) preceding such Interest Payment Date. Any such interest not so punctually paid or duly provided for will forthwith cease to be payable to the Holder on such Regular Record Date and may either be paid to the Person in whose name this Series B Senior Note (or one or more Predecessor Securities) is registered at the close of business on a Special Record Date for the payment of such Defaulted Interest to be fixed by the Trustee, notice whereof shall be given to Holders of Series B Senior Notes not less than 10 days prior to such Special Record Date, or be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Series B Senior Notes may be listed, and upon such notice as may be required by such exchange, all as more fully provided in said Indenture.

Payments of interest on the Series B Senior Notes will include interest accrued to but excluding the respective Interest Payment Dates. Interest payments for the Series B Senior Notes shall be computed and paid on the basis of a 360-day year of twelve 30-day months. In the event that any date on which interest is payable on the Series B Senior Notes is not a Business Day, then payment of the interest payable on such date will be made on the next succeeding day that is a Business Day (and without any interest or payment in respect of any such delay), in each case with the same force and effect as if made on the date the payment was originally payable.

Payment of the principal of and interest on this Series B Senior Note will be made at the office of the Paying Agent, in the Borough of Manhattan, City and State of New York, in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts, with any such payment that is due at the Stated Maturity of any Series B Senior Note or upon redemption being made upon surrender of such Series B Senior Note to such office or agency; *provided*, however, that at the option of the Company payment of interest, subject to such surrender where applicable, may be made (i) by check mailed to the address of the Person entitled thereto as such address shall appear in the Security Register or (ii) by wire transfer at such place and to such account at a banking institution in the United States as may be designated in writing to the Trustee at least sixteen (16) days prior to the date for payment by the Person entitled thereto.

Reference is hereby made to the further provisions of this Series B Senior Note set forth on the reverse hereof, which further provisions shall for all purposes have the same effect as if set forth at this place.

Unless the certificate of authentication hereon has been executed by the Trustee referred to on the reverse hereof by manual signature, this Series B Senior Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed.

Dated: _____

Dominion Resources, Inc.

By: _____

Name: _____

Title: _____

REVERSE OF SERIES B SENIOR NOTE

This Security is one of a duly authorized issue of securities of the Company (herein called the "Securities"), issued and to be issued in one or more series under an Indenture, dated as of June 1, 2000, as heretofore supplemented and amended and as further supplemented by a Thirty-Sixth Supplemental Indenture dated as of June 1, 2008 (collectively, as amended or supplemented from time to time, herein called the "Indenture", which term shall have the meaning assigned to it in such instrument), between the Company and The Bank of New York (successor to JPMorgan Chase Bank, N.A. (formerly known as The Chase Manhattan Bank)), as Trustee (herein called the "Trustee", which term includes any successor trustee under the Indenture), and reference is hereby made to the Indenture for a statement of the respective rights, limitations of rights, duties and immunities thereunder of the Company, the Trustee and the Holders of the Securities and of the terms upon which the Securities are, and are to be, authenticated and delivered. This Security is one of the series designated on the face hereof (the "Series B Senior Notes") which is unlimited in aggregate principal amount.

The Series B Senior Notes are redeemable, in whole or in part, at any time, in the manner and with the effect provided in the Indenture.

If an Event of Default with respect to Series B Senior Notes shall occur and be continuing, the principal of the Series B Senior Notes may be declared due and payable in the manner and with the effect provided in the Indenture.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the rights of the Holders of the Securities of each series to be affected under the Indenture at any time by the Company and the Trustee with the consent of the Holders of a majority in principal amount of the Securities at the time Outstanding of each series to be affected. The Indenture also contains provisions permitting the Holders of specified percentages in principal amount of the Securities of each series at the time Outstanding, on behalf of the Holders of all Securities of such series, to waive certain past defaults under the Indenture and their consequences. Any such consent or waiver by the Holder of this Series B Senior Note shall be conclusive and binding upon such Holder and upon all future Holders of this Series B Senior Note and of any Series B Senior Note issued upon the registration of transfer hereof or in exchange therefor or in lieu hereof, whether or not notation of such consent or waiver is made upon this Series B Senior Note.

As provided in and subject to the provisions of the Indenture, the Holder of this Series B Senior Note shall not have the right to institute any proceeding with respect to the Indenture or for the appointment of a receiver or trustee or for any other remedy thereunder, unless such Holder shall have previously given the Trustee written notice of a continuing Event of Default with respect to the Series B Senior Notes, the Holders of not less than a majority in principal amount of the Series B Senior Notes at the time Outstanding shall have made written request to the Trustee to institute proceedings in respect of such Event of Default as Trustee and offered the Trustee reasonable indemnity, and the Trustee shall not have received from the Holders of a majority in principal amount of Series B Senior Notes at the time Outstanding a direction inconsistent with such request, and shall have failed to institute any such proceeding for 60 days after receipt of such notice, request and offer of indemnity. The foregoing shall not apply to any suit instituted

by the Holder of this Series B Senior Note for the enforcement of any payment of principal hereof or premium, if any, or interest hereon on or after the respective due dates expressed or provided for herein.

No reference herein to the Indenture and no provision of this Series B Senior Note or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of, premium, if any, and interest on this Series B Senior Note at the times, place and rate, and in the coin or currency, herein prescribed.

As provided in the Indenture and subject to certain limitations therein set forth, the transfer of this Series B Senior Note is registrable in the Security Register, upon surrender of this Series B Senior Note for registration of transfer at the office or agency of the Company in any place where the principal of, premium, if any, and interest on this Series B Senior Note are payable, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Company and the Security Registrar duly executed by, the Holder hereof or his attorney duly authorized in writing, and thereupon one or more new Series B Senior Notes of like tenor, of authorized denominations and for the same aggregate principal amount, will be issued to the designated transferee or transferees.

The Series B Senior Notes are issuable only in registered form without coupons in denominations of \$1,000 and any greater integral multiple of \$1,000. As provided in the Indenture and subject to certain limitations therein set forth, Series B Senior Notes are exchangeable for a like aggregate principal amount of Series B Senior Notes having the same Stated Maturity and of like tenor of any authorized denominations as requested by the Holder upon surrender of the Series B Senior Note or Series B Senior Notes to be exchanged at the office or agency of the Company.

No service charge shall be made for any such registration of transfer or exchange, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

Prior to due presentment of this Series B Senior Note for registration of transfer, the Company, the Trustee and any agent of the Company or the Trustee may treat the Person in whose name this Security is registered as the owner hereof for all purposes, whether or not this Series B Senior Note be overdue, and neither the Company, the Trustee nor any such agent shall be affected by notice to the contrary.

All terms used in this Series B Senior Note that are defined in the Indenture shall have the meanings assigned to them in the Indenture.

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this instrument, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM -	as tenants in common
TEN ENT -	as tenants by the entireties
JT TEN -	as joint tenants with rights of survivorship and not as tenants in common
UNIF GIFT MIN ACT -	_____ Custodian for (Cust) _____ (Minor) Under Uniform Gifts to Minors Act of _____ (State)

Additional abbreviations may also be used though not on the above list.

FOR VALUE RECEIVED, the undersigned hereby sell(s) and transfer(s) unto

(please insert Social Security or other identifying number of assignee)

PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS, INCLUDING POSTAL ZIP CODE OF ASSIGNEE

the within Series B Senior Note and all rights thereunder, hereby irrevocably constituting and appointing

agent to transfer said Series B Senior Note on the books of the Company, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as written upon the face of the within instrument in every particular without alteration or enlargement, or any change whatever.

EXHIBIT B
CERTIFICATE OF AUTHENTICATION

This is one of the Securities of the series designated therein referred to in the within-mentioned Indenture.

THE BANK OF NEW YORK,
as Trustee

By: _____
Authorized Signatory

DOMINION RESOURCES, INC.

Issuer

TO

THE BANK OF NEW YORK

(successor to JPMorgan Chase Bank, N.A.
(formerly known as The Chase Manhattan Bank))
Trustee

Thirty-Seventh Supplemental Indenture

Dated as of June 1, 2008

\$300,000,000

2008 Series C Floating Rate Senior Notes

due 2010

TABLE OF CONTENTS *

ARTICLE I
2008 SERIES C FLOATING RATE SENIOR NOTES

SECTION 101.	Establishment	1
SECTION 102.	Definitions	2
SECTION 103.	Payment of Principal and Interest	4
SECTION 104.	Denominations	6
SECTION 105.	Global Securities	6
SECTION 106.	Redemption	6
SECTION 107.	Sinking Fund	7
SECTION 108.	Additional Interest	7
SECTION 109.	Paying Agent	7
SECTION 110.	Limitation on Liens	7

ARTICLE II
MISCELLANEOUS PROVISIONS

SECTION 201.	Recitals by Company	9
SECTION 202.	Ratification and Incorporation of Original Indenture	10
SECTION 203.	Executed in Counterparts	10
SECTION 204.	Assignment	10

* This Table of Contents does not constitute part of the Indenture or have any bearing upon the interpretation of any of its terms and provisions.

THIS THIRTY-SEVENTH SUPPLEMENTAL INDENTURE is made as of the first day of June, 2008, by and between DOMINION RESOURCES, INC., a Virginia corporation, having its principal office at 120 Tredegar Street, Richmond, Virginia 23219 (the "Company"), and THE BANK OF NEW YORK (successor to JPMORGAN CHASE BANK, N.A. (formerly known as THE CHASE MANHATTAN BANK)), a New York banking corporation, as Trustee (herein called the "Trustee").

WITNESSETH:

WHEREAS, the Company has heretofore entered into a Senior Indenture, dated as of June 1, 2000 (the "Original Indenture"), as heretofore supplemented and amended, with the Trustee;

WHEREAS, the Original Indenture is incorporated herein by this reference and the Original Indenture, as heretofore supplemented and amended and as further supplemented by this Thirty-Seventh Supplemental Indenture, is herein called the "Indenture";

WHEREAS, under the Original Indenture, a new series of Securities may at any time be established in accordance with the provisions of the Original Indenture and the terms of such series may be described by a supplemental indenture executed by the Company and the Trustee;

WHEREAS, the Company proposes to create under the Indenture a series of Securities;

WHEREAS, additional Securities of other series hereafter established, except as may be limited in the Original Indenture as at the time supplemented and modified, may be issued from time to time pursuant to the Indenture as at the time supplemented and modified; and

WHEREAS, all conditions necessary to authorize the execution and delivery of this Thirty-Seventh Supplemental Indenture and to make it a valid and binding obligation of the Company have been done or performed.

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I
2008 SERIES C FLOATING RATE SENIOR NOTES DUE 2010

SECTION 101. Establishment. There is hereby established a new series of Securities to be issued under the Indenture, to be designated as the Company's 2008 Series C Floating Rate Senior Notes due 2010 (the "Series C Senior Notes").

There are to be authenticated and delivered \$300,000,000 principal amount of Series C Senior Notes, and such principal amount of the Series C Senior Notes may be increased from time to time pursuant to Section 301(2) of the Indenture. All Series C Senior Notes need not be issued at the same time and such series may be reopened at any time, without the consent of any Holder, for

issuances of additional Series C Senior Notes. Any such additional Series C Notes will have the same interest rate, maturity and other terms as those initially issued. Further Series C Senior Notes may also be authenticated and delivered as provided by Section 304, 305, 306 or 905 of the Original Indenture.

The Series C Senior Notes shall be issued in definitive fully registered form without coupons, in substantially the form set out in Exhibit A hereto. The entire initially issued principal amount of the Series C Senior Notes shall initially be evidenced by one or more certificates issued to Cede & Co., as nominee for The Depository Trust Company.

The form of the Trustee's Certificate of Authentication for the Series C Senior Notes shall be in substantially the form set forth in Exhibit B hereto.

Each Series C Senior Note shall be dated the date of authentication thereof and shall bear interest from the date of original issuance thereof or from the most recent Interest Payment Date to which interest has been paid or duly provided for.

SECTION 102. Definitions. The following defined terms used herein shall, unless the context otherwise requires, have the meanings specified below. Capitalized terms used herein for which no definition is provided herein shall have the meanings set forth in the Original Indenture.

"Business Day" means a day other than (i) a Saturday or a Sunday, (ii) a day on which banks in New York, New York are authorized or obligated by law or executive order to remain closed or (iii) a day on which the Corporate Trust Office is closed for business.

"Calculation Agent" means The Bank of New York, or its successor appointed by the Company, acting as calculation agent.

"Interest Payment Dates" means, subject to Section 103, March 17, June 17, September 17 and December 17 of each year, commencing on September 17, 2008.

"Initial Interest Rate" has the meaning set forth in Section 103.

"LIBOR Business Day" means any Business Day on which dealings in deposits in U.S. Dollars are transacted in the London Inter-Bank Market.

"LIBOR Interest Determination Date" means the second LIBOR Business Day preceding each LIBOR Rate Reset Date.

"LIBOR Rate Reset Date" means, subject to Section 103, the 17th day of the months of March, June, September and December of each year commencing on September 17, 2008.

"Lien" means any mortgage, lien, pledge, security interest or other encumbrance of any kind.

"Material Subsidiary" means a Subsidiary of the Company whose total assets (as determined in accordance with GAAP) represent at least 20% of the total assets of the Company on a consolidated basis.

"Original Issue Date" means June 17, 2008.

"Outstanding", when used with respect to the Series C Senior Notes, means, as of the date of determination, all Series C Senior Notes, theretofore authenticated and delivered under the Indenture, except:

(i) Series C Senior Notes theretofore canceled by the Trustee or delivered to the Trustee for cancellation;

(ii) Series C Senior Notes for whose payment at Maturity the necessary amount of money or money's worth has been theretofore deposited (other than pursuant to Section 402 of the Original Indenture) with the Trustee or any Paying Agent (other than the Company) in trust or set aside and segregated in trust by the Company (if the Company shall act as its own Paying Agent) for the Holders of such Series C Senior Notes.

(iii) Series C Senior Notes with respect to which the Company has effected defeasance or covenant defeasance has been effected pursuant to Section 402 of the Original Indenture; and

(iv) Series C Senior Notes that have been paid pursuant to Section 306 of the Original Indenture or in exchange for or in lieu of which other Series C Senior Notes have been authenticated and delivered pursuant to the Indenture, other than any such Series C Senior Notes in respect of which there shall have been presented to the Trustee proof satisfactory to it that such Series C Senior Notes are held by a bona fide purchaser in whose hands such Series C Senior Notes are valid obligations of the Company; provided, however, that in determining whether the Holders of the requisite principal amount of Outstanding Series C Senior Notes have given any request, demand, authorization, direction, notice, consent or waiver hereunder or are present at a meeting of Holders of Series C Senior Notes for quorum purposes, Series C Senior Notes owned by the Company or any other obligor upon the Series C Senior Notes or any Affiliate of the Company or such other obligor shall be disregarded and deemed not to be Outstanding, except that, in determining whether the Trustee shall be protected in making any such determination or relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Series C Senior Notes which a Responsible Officer of the Trustee knows to be so owned shall be so disregarded. Series C Senior Notes so owned which shall have been pledged in good faith may be regarded as Outstanding if the pledgee establishes to the satisfaction of the Trustee (A) the pledgee's right so to act with respect to such Series C Senior Notes and (B) that the pledgee is not the Company or any other obligor upon the Series C Senior Notes or an Affiliate of the Company or such other obligor.

"Principal Property" means any plant or facility of the Company located in the United States that in the opinion of the Board of Directors or management of the Company is of material importance to the business conducted by the Company and its consolidated Subsidiaries taken as whole.

"Regular Record Date" means, with respect to each Interest Payment Date, the close of business on the Business Day preceding such Interest Payment Date; *provided*, that with respect to Series C Senior Notes that are not represented by one or more Global Securities, the Regular Record Date shall be the close of business on the 15th calendar day (whether or not a Business Day) preceding such Interest Payment Date.

"Reuters Page LIBOR01" means the display so designated on the Reuters 3000 Xtra (or such other page as may replace that page on that service, or such other service as may be nominated by the Company as the information vendor, for the purpose of displaying rates or prices comparable to the London Interbank Offered rate for U.S. dollar deposits).

"Stated Maturity" means June 17, 2010.

"Three Month LIBOR Rate" means the rate determined in accordance with the following provisions:

(1) On the LIBOR Interest Determination Date, the Calculation Agent will determine the Three Month LIBOR Rate which shall be the rate for deposits in U.S. Dollars having a three-month maturity which appears on Reuters Page LIBOR01 as of 11:00 a.m., London time, on the LIBOR Interest Determination Date.

(2) If no rate appears on Reuters Page LIBOR01 on the LIBOR Interest Determination Date, the Calculation Agent will request the principal London offices of each of four major reference banks (which may include affiliates of the underwriters of the Series C Senior Notes) in the London Inter-Bank Market selected by the Calculation Agent (after consultation with the Company) to provide the Calculation Agent with their offered quotations for deposits in U.S. Dollars for the period of three months, commencing on the applicable LIBOR Rate Reset Date, to prime banks in the London Inter-Bank Market at approximately 11:00 a.m., London time, on that LIBOR Interest Determination Date and in a principal amount that is representative for a single transaction in U.S. dollars in that market at that time.

If at least two quotations are provided, then the Three Month LIBOR Rate will be the average (rounded, if necessary, to the nearest one hundredth (0.01) of a percent) of those quotations. If fewer than two quotations are provided, then the Three Month LIBOR Rate will be the average (rounded, if necessary, to the nearest one hundredth (0.01) of a percent) of the rates quoted at approximately 11:00 a.m., New York City time, on the LIBOR Interest Determination Date by three major banks (which may include affiliates of the underwriters of the Series C Senior Notes) in New York City selected by the Calculation Agent (after consultation with the Company) for loans in U.S. Dollars to leading European banks, having a three-month maturity and in a principal amount that is representative for a single transaction in U.S. dollars in that market at that time. If the banks selected by the Calculation Agent are not providing quotations in the manner described by this paragraph, the rate for the period following the LIBOR Interest Determination Date will be the rate in effect on that LIBOR Interest Determination Date.

SECTION 103. Payment of Principal and Interest. The principal of the Series C Senior Notes shall be due at the Stated Maturity. The unpaid principal amount of the Series C Senior Notes shall bear interest at a floating rate per annum determined by the Calculation Agent as described below until paid or duly provided for, such interest to accrue from the Original Issue Date or from the

most recent Interest Payment Date to which interest has been paid or duly provided for. Interest shall be paid quarterly in arrears on each Interest Payment Date to the Person in whose name the Series C Senior Notes are registered on the Regular Record Date for such Interest Payment Date; provided that interest payable at the Stated Maturity of principal as provided herein will be paid to the Person to whom principal is payable. Any such interest that is not so punctually paid or duly provided for will forthwith cease to be payable to the Holders on such Regular Record Date and may either be paid to the Person or Persons in whose name the Series C Senior Notes are registered at the close of business on a Special Record Date for the payment of such defaulted interest to be fixed by the Trustee (in accordance with Section 307 of the Original Indenture), notice whereof shall be given to Holders of the Series C Senior Notes not less than ten (10) days prior to such Special Record Date, or be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange, if any, on which the Series C Senior Notes may be listed, and upon such notice as may be required by any such exchange, all as more fully provided in the Original Indenture.

The per annum interest rate on the Series C Senior Notes will be equal to the Three Month LIBOR Rate plus 105 basis points (1.05%); provided that the per annum interest rate for the period from the Original Issue Date to the first LIBOR Rate Reset Date will be 3.86375% per annum (the "Initial Interest Rate"). The per annum interest rate shall be reset on each LIBOR Rate Reset Date.

If any LIBOR Rate Reset Date falls on a day that is not a Business Day, the LIBOR Rate Reset Date will be postponed to the next day that is a Business Day, except that if that Business Day is in the next succeeding calendar month, the LIBOR Rate Reset Date will be the next preceding Business Day. The interest rate in effect on any LIBOR Rate Reset Date will be the applicable rate as reset on that date. The interest rate applicable to any other day will either be the Initial Interest Rate or the interest rate as reset on the immediately preceding LIBOR Rate Reset Date.

The amount of interest payable will be computed on the basis of the actual number of days in the relevant year divided by a 360-day year. If any Interest Payment Date, other than the Stated Maturity of the Series C Senior Notes, falls on a day that is not a Business Day, the Interest Payment Date will be postponed to the next day that is a Business Day, except that if that Business Day is in the next succeeding calendar month, the Interest Payment Date will be the immediately preceding Business Day. If the Stated Maturity of the Series C Senior Notes falls on a day that is not a Business Day, the payment of interest and principal will be made on the next succeeding Business Day, and no interest on such payment will accrue for the period from and after the Stated Maturity.

Accrued interest on any Series C Senior Note will be calculated by multiplying the principal amount of the Series C Senior Note by an accrued interest factor. The accrued interest factor will be computed by adding the interest factors calculated for each day in the period for which interest is being paid. The interest factor for each day is computed by dividing the interest rate applicable to that day by 360.

Payment of the principal and interest on the Series C Senior Notes shall be made at the office of the Paying Agent in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts, with any

such payment that is due at the Stated Maturity of any Series C Senior Notes being made upon surrender of such Series C Senior Notes to the Paying Agent. Payments of interest (including interest on any Interest Payment Date) will be made, subject to such surrender where applicable, at the option of the Company, (i) by check mailed to the address of the Person entitled thereto as such address shall appear in the Security Register or (ii) by wire transfer at such place and to such account at a banking institution in the United States as may be designated in writing to the Trustee at least sixteen (16) days prior to the date for payment by the Person entitled thereto.

SECTION 104. Denominations. The Series C Senior Notes may be issued in denominations of \$1,000, or any greater integral multiple of \$1,000.

SECTION 105. Global Securities. The Series C Senior Notes will be issued initially in the form of one or more Global Securities registered in the name of the Depositary (which shall be The Depositary Trust Company) or its nominee. Except under the limited circumstances described below, Series C Senior Notes represented by such Global Securities will not be exchangeable for, and will not otherwise be issuable as, Series C Senior Notes in definitive form. The Global Securities described above may not be transferred except by the Depositary to a nominee of the Depositary or by a nominee of the Depositary to the Depositary or another nominee of the Depositary or to a successor Depositary or its nominee.

Owners of beneficial interests in such a Global Security will not be considered the Holders thereof for any purpose under the Indenture, and no Global Security representing a Series C Senior Note shall be exchangeable, except for another Global Security of like denomination and tenor to be registered in the name of the Depositary or its nominee or to a successor Depositary or its nominee or except as described below. The rights of Holders of such Global Security shall be exercised only through the Depositary.

A Global Security shall be exchangeable for Series C Senior Notes registered in the names of persons other than the Depositary or its nominee only if (i) the Depositary notifies the Company that it is unwilling or unable to continue as a Depositary for such Global Security and no successor Depositary shall have been appointed by the Company within 90 days of receipt by the Company of such notification, or if at any time the Depositary ceases to be a clearing agency registered under the Exchange Act at a time when the Depositary is required to be so registered to act as such Depositary and no successor Depositary shall have been appointed by the Company within 90 days after it becomes aware of such cessation, or (ii) the Company in its sole discretion determines that such Global Security shall be so exchangeable, in which case Series C Senior Notes in definitive form will be printed and delivered to the Depositary. Any Global Security that is exchangeable pursuant to the preceding sentence shall be exchangeable for Series C Senior Notes registered in such names as the Depositary shall direct.

SECTION 106. Redemption. The Series C Senior Notes shall not be redeemable prior to the Stated Maturity.

SECTION 107. Sinking Fund. The Series C Senior Notes shall not have a sinking fund.

SECTION 108. Additional Interest. Any principal of and installment of interest on the Series C Senior Notes that is overdue shall bear interest at the then applicable interest rate (to the extent that the payment of such interest shall be legally enforceable), from the dates such amounts are due until they are paid or made available for payment, and such interest shall be payable on demand.

SECTION 109. Paying Agent. The Trustee shall initially serve as Paying Agent with respect to the Series C Senior Notes, with the Place of Payment initially being the Corporate Trust Office of the Trustee.

SECTION 110. Limitation on Liens. The Company will not, while any of the Series C Senior Notes remain Outstanding, create, or suffer to be created or to exist, any Lien upon any Principal Property of the Company or upon any shares of stock of any Material Subsidiary of the Company, whether such Principal Property is, or shares of stock are, now owned or hereafter acquired, to secure any indebtedness for borrowed money of the Company, unless it shall make effective provision whereby the Series C Senior Notes then Outstanding shall be secured by such Lien equally and ratably with any and all indebtedness for borrowed money thereby secured so long as any such indebtedness shall be so secured; provided, however, that nothing in this Section shall be construed to prevent the Company from creating, or from suffering to be created or to exist, any Liens, or any agreements, with respect to:

- (1) purchase money mortgages, or other purchase money liens, pledges, security interests or encumbrances of any kind upon property hereafter acquired by the Company, or Liens of any kind existing on any property or any shares of stock at the time of the acquisition thereof (including Liens which exist on any property or any shares of stock of a Person which is consolidated with or merged with or into the Company or which transfers or leases all or substantially all of its properties to the Company), or conditional sales agreements or other title retention agreements and leases in the nature of title retention agreements with respect to any property hereafter acquired; provided, however, that no such Lien shall extend to or cover any other property of the Company;
- (2) Liens upon any property of the Company or any shares of stock of any Material Subsidiary of the Company existing as of the date of the initial issuance of the Series C Senior Notes or upon the shares of stock of any corporation, which Liens existed at the time such corporation became a Material Subsidiary of the Company; liens for taxes or assessments or other governmental charges or levies; pledges to secure other governmental charges or levies; pledges or deposits to secure obligations under worker's compensation laws, unemployment insurance and other social security legislation, including liens of judgments thereunder which are not currently dischargeable; pledges or deposits to secure performance in connection with bids, tenders, contracts (other than contracts for the payment of money) or leases to which the Company is a party; pledges or deposits to secure public or statutory obligations of the Company; builders', materialmen's, mechanics',

carriers', warehousemen's, workers', repairmen's, operators', landlords' or other like liens in the ordinary course of business, or deposits to obtain the release of such liens; pledges or deposits to secure, or in lieu of, surety, stay, appeal, indemnity, customs, performance or return-of-money bonds; other pledges or deposits for similar purposes in the ordinary course of business; liens created by or resulting from any litigation or proceeding which at the time is being contested in good faith by appropriate proceedings; liens incurred in connection with the issuance of bankers' acceptances and lines of credit, bankers' liens or rights of offset and any security given in the ordinary course of business to banks or others to secure any indebtedness payable on demand or maturing within 12 months of the date that such indebtedness is originally incurred; liens incurred in connection with repurchase, swap or other similar agreements (including, without limitation, commodity price, currency exchange and interest rate protection agreements); leases made, or existing on property acquired, in the ordinary course of business; liens securing industrial revenue or pollution control bonds; liens, pledges, security interests or other encumbrances on any property arising in connection with any defeasance, covenant defeasance or in-substance defeasance of indebtedness of the Company, including the Series C Senior Notes; liens created in connection with, and created to secure, a non-recourse obligation; zoning restrictions, easements, licenses, rights-of-way, restrictions on the use of property or minor irregularities in title thereto, which do not, in the opinion of the Company, materially impair the use of such property in the operation of the business of the Company or the value of such property for the purpose of such business;

- (3) Liens in favor of the United States, any foreign country or any department, agency or instrumentality or political subdivision of any such jurisdiction, to secure partial, progress, advance or other payments pursuant to any contract or statute or to secure any indebtedness incurred for the purpose of financing all or any part of the purchase price or the cost of constructing or improving the property subject to such mortgages, including, without limitation, mortgages to secure indebtedness of the pollution control or industrial revenue bond type;
- (4) indebtedness which may be issued by the Company in connection with a consolidation or merger of the Company or any Material Subsidiary of the Company with or into any other Person (which may be an Affiliate of the Company or any Material Subsidiary of the Company) in exchange for or otherwise in substitution for secured indebtedness of such Person ("Third Party Debt") which by its terms (i) is secured by a mortgage on all or a portion of the property of such Person, (ii) prohibits secured indebtedness from being incurred by such Person, unless the Third Party Debt shall be secured equally and ratably with such secured indebtedness or (iii) prohibits secured indebtedness from being incurred by such Person;
- (5) indebtedness of any Person which is required to be assumed by the Company in connection with a consolidation or merger of such Person, with respect to which any property of the Company is subjected to a Lien;

- (6) Liens of any kind upon any property acquired, constructed, developed or improved by the Company (whether alone or in association with others) after the date of the initial issuance of the Series C Senior Notes which are created prior to, at the time of, or within 18 months after such acquisition (or in the case of property constructed, developed or improved, after the completion of such construction, development or improvement and commencement of full commercial operation of such property, whichever is later) to secure or provide for the payment of any part of the purchase price or cost thereof; provided that in the case of such construction, development or improvement the Liens shall not apply to any property theretofore owned by the Company other than theretofore unimproved real property;
- (7) Liens in favor of the Company, one or more Material Subsidiaries of the Company, one or more wholly-owned Subsidiaries of the Company or any of the foregoing in combination;
- (8) the replacement, extension or renewal (or successive replacements, extensions or renewals), as a whole or in part, of any Lien, or of any agreement, referred to above in clauses (1) through (7) inclusive, or the replacement, extension or renewal (not exceeding the principal amount of indebtedness secured thereby together with any premium, interest, fee or expense payable in connection with any such replacement, extension or renewal) of the indebtedness secured thereby; provided that such replacement, extension or renewal is limited to all or a part of the same property that secured the Lien replaced, extended or renewed (plus improvements thereon or additions or accessions thereto); or
- (9) any other Lien not excepted by the foregoing clauses (1) through (8); provided that immediately after the creation or assumption of such Lien, the aggregate principal amount of indebtedness for borrowed money of the Company secured by all Liens created or assumed under the provisions of this clause (9) shall not exceed an amount equal to 10% of the common shareholders' equity of the Company, as shown on its consolidated balance sheet for the accounting period occurring immediately prior to the creation or assumption of such Lien.

This Section 110 has been included in this Thirty-Seventh Supplemental Indenture expressly and solely for the benefit of the Series C Senior Notes and shall be subject to covenant defeasance pursuant to Section 402(3) of the Original Indenture.

ARTICLE II MISCELLANEOUS PROVISIONS

SECTION 201. Recitals by Company. The recitals in this Thirty-Seventh Supplemental Indenture are made by the Company only and not by the Trustee, and all of the provisions contained in the Original Indenture in respect of the rights, privileges, immunities, powers and duties of the Trustee shall be applicable in respect of the Series C Senior Notes and of this Thirty-Seventh Supplemental Indenture as fully and with like effect as if set forth herein in full.

SECTION 202. Ratification and Incorporation of Original Indenture. As supplemented hereby, the Original Indenture is in all respects ratified and confirmed, and the Original Indenture and this Thirty-Seventh Supplemental Indenture shall be read, taken and construed as one and the same instrument.

SECTION 203. Executed in Counterparts. This Thirty-Seventh Supplemental Indenture may be executed in several counterparts, each of which shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

SECTION 204. Assignment. The Company shall have the right at all times to assign any of its rights or obligations under the Indenture with respect to the Series C Senior Notes to a direct or indirect wholly-owned subsidiary of the Company; provided that, in the event of any such assignment, the Company shall remain primarily liable for the performance of all such obligations. The Indenture may also be assigned by the Company in connection with a transaction described in Article Eight of the Original Indenture.

IN WITNESS WHEREOF, each party hereto has caused this instrument to be signed in its name and behalf by its duly authorized officer, all as of the day and year first above written.

DOMINION RESOURCES, INC.

By: _____
Name: G. Scott Hetzer
Title: Senior Vice President and Treasurer

THE BANK OF NEW YORK, as Trustee

By: _____
Name: L. O'Brien
Title: Vice President

EXHIBIT A
FORM OF
2008 SERIES C FLOATING RATE SENIOR NOTE
DUE 2010

[UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY (55 WATER STREET, NEW YORK, NEW YORK) TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF [CEDE & CO.] OR SUCH OTHER NAME AS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY AND ANY PAYMENT IS MADE TO [CEDE & CO.], ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, [CEDE & CO.], HAS AN INTEREST HEREIN.]**

[THIS SERIES C SENIOR NOTE IS A GLOBAL SECURITY WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF A DEPOSITARY OR A NOMINEE THEREOF. THIS SERIES C SENIOR NOTE MAY NOT BE EXCHANGED IN WHOLE OR IN PART FOR A SECURITY REGISTERED, AND NO TRANSFER OF THIS SERIES C SENIOR NOTE IN WHOLE OR IN PART MAY BE REGISTERED, IN THE NAME OF ANY PERSON OTHER THAN SUCH DEPOSITARY OR A NOMINEE THEREOF, EXCEPT IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE.]**

DOMINION RESOURCES, INC.

\$ _____
2008 SERIES C FLOATING RATE SENIOR NOTE
DUE 2010

No. R-

CUSIP No. 25746U BF 5

Dominion Resources, Inc., a corporation duly organized and existing under the laws of Virginia (herein called the "Company", which term includes any successor Person under the Indenture hereinafter referred to), for value received, hereby promises to pay to [Cede & Co.]**, or registered assigns (the "Holder"), the principal sum of _____ Dollars (\$ _____) on June 17, 2010 and to pay interest thereon from June 17, 2008 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, quarterly in arrears on March 17, June 17, September 17 and December 17 of each year, commencing on September 17, 2008, at a floating rate per annum determined by The Bank of New York, or its successors as calculation agent (the "Calculation

** Insert in Global Securities.

Agent") in accordance with the procedures referred to herein, until the principal hereof is paid or made available for payment, provided that any principal, and any such installment of interest, that is overdue shall bear interest at the then applicable interest rate (to the extent that the payment of such interest shall be legally enforceable), from the dates such amounts are due until they are paid or made available for payment, and such interest shall be payable on demand. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in such Indenture, be paid to the Person in whose name this Series C Senior Note (or one or more Predecessor Securities) is registered at the close of business on the Regular Record Date for such interest; provided that the interest payable at Stated Maturity will be paid to the Person to whom principal is payable. The Regular Record Date shall be the close of business on the Business Day preceding such Interest Payment Date; provided, that with respect to Series C Senior Notes that are not represented by one or more Global Securities, the Regular Record Date shall be the close of business on the 15th calendar day (whether or not a Business Day) preceding such Interest Payment Date. Any such interest not so punctually paid or duly provided for will forthwith cease to be payable to the Holder on such Regular Record Date and may either be paid to the Person in whose name this Series C Senior Note (or one or more Predecessor Securities) is registered at the close of business on a Special Record Date for the payment of such Defaulted Interest to be fixed by the Trustee, notice whereof shall be given to Holders of Series C Senior Notes not less than 10 days prior to such Special Record Date, or be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Series C Senior Notes may be listed, and upon such notice as may be required by such exchange, all as more fully provided in said Indenture.

The per annum interest rate on the Series C Senior Notes will be equal to the Three Month LIBOR Rate plus 105 basis points (1.05%); provided that the per annum interest rate for the period from the Original Issue Date to the first LIBOR Rate Reset Date will be 3.86375% per annum (the "Initial Interest Rate"). The per annum interest rate shall be reset on each LIBOR Rate Reset Date.

If any LIBOR Rate Reset Date falls on a day that is not a Business Day, the LIBOR Rate Reset Date will be postponed to the next day that is a Business Day, except that if that Business Day is in the next succeeding calendar month, the LIBOR Rate Reset Date will be the next preceding Business Day. The interest rate in effect on any LIBOR Rate Reset Date will be the applicable rate as reset on that date. The interest rate applicable to any other day will either be the Initial Interest Rate or the interest rate as reset on the immediately preceding LIBOR Rate Reset Date.

The amount of interest payable will be computed on the basis of the actual number of days in the relevant year divided by a 360-day year. If any Interest Payment Date, other than the Stated Maturity of the Series C Senior Notes, falls on a day that is not a Business Day, the Interest Payment Date will be postponed to the next day that is a Business Day, except that if that Business Day is in the next succeeding calendar month, the Interest Payment Date will be the immediately preceding Business Day. If the Stated Maturity of the Series C Senior Notes falls on a day that is not a Business Day, the payment of interest and principal will be made on the next succeeding Business Day, and no interest on such payment will accrue for the period from and after the Stated Maturity.

Accrued interest on any Series C Senior Note will be calculated by multiplying the principal amount of the Series C Senior Note by an accrued interest factor. The accrued interest factor will be computed by adding the interest factors calculated for each day in the period for which interest is being paid. The interest factor for each day is computed by dividing the interest rate applicable to that day by 360.

Payment of the principal of and interest on this Series C Senior Note will be made at the office of the Paying Agent, in the Borough of Manhattan, City and State of New York, in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts, with any such payment that is due at the Stated Maturity of any Series C Senior Note being made upon surrender of such Series C Senior Note to such office or agency; provided, however, that at the option of the Company payment of interest, subject to such surrender where applicable, may be made (i) by check mailed to the address of the Person entitled thereto as such address shall appear in the Security Register or (ii) by wire transfer at such place and to such account at a banking institution in the United States as may be designated in writing to the Trustee at least sixteen (16) days prior to the date for payment by the Person entitled thereto.

Reference is hereby made to the further provisions of this Series C Senior Note set forth on the reverse hereof, which further provisions shall for all purposes have the same effect as if set forth at this place.

Unless the certificate of authentication hereon has been executed by the Trustee referred to on the reverse hereof by manual signature, this Series C Senior Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed.

Dated:

Dominion Resources, Inc.

By: _____
Name:
Title:

4

REVERSE OF SERIES C SENIOR NOTE

This Security is one of a duly authorized issue of securities of the Company (herein called the "Securities"), issued and to be issued in one or more series under an Indenture, dated as of June 1, 2000, as heretofore supplemented and amended and as further supplemented by a Thirty-Seventh Supplemental Indenture dated as of June 1, 2008 (collectively, as amended or supplemented from time to time, herein called the "Indenture", which term shall have the meaning assigned to it in such instrument), between the Company and The Bank of New York (successor to JPMorgan Chase Bank, N.A. (formerly known as The Chase Manhattan Bank)), as Trustee (herein called the "Trustee", which term includes any successor trustee under the Indenture), and reference is hereby made to the Indenture for a statement of the respective rights, limitations of rights, duties and immunities thereunder of the Company, the Trustee and the Holders of the Securities and of the terms upon which the Securities are, and are to be, authenticated and delivered. This Security is one of the series designated on the face hereof (the "Series C Senior Notes") which is unlimited in aggregate principal amount.

The Series C Senior Notes are not redeemable prior to the Stated Maturity.

If an Event of Default with respect to Series C Senior Notes shall occur and be continuing, the principal of the Series C Senior Notes may be declared due and payable in the manner and with the effect provided in the Indenture.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the rights of the Holders of the Securities of each series to be affected under the Indenture at any time by the Company and the Trustee with the consent of the Holders of a majority in principal amount of the Securities at the time Outstanding of each series to be affected. The Indenture also contains provisions permitting the Holders of specified percentages in principal amount of the Securities of each series at the time Outstanding, on behalf of the Holders of all Securities of such series, to waive certain past defaults under the Indenture and their consequences. Any such consent or waiver by the Holder of this Series C Senior Note shall be conclusive and binding upon such Holder and upon all future Holders of this Series C Senior Note and of any Series C Senior Note issued upon the registration of transfer hereof or in exchange therefor or in lieu hereof, whether or not notation of such consent or waiver is made upon this Series C Senior Note.

As provided in and subject to the provisions of the Indenture, the Holder of this Series C Senior Note shall not have the right to institute any proceeding with respect to the Indenture or for the appointment of a receiver or trustee or for any other remedy thereunder, unless such Holder shall have previously given the Trustee written notice of a continuing Event of Default with respect to the Series C Senior Notes, the Holders of not less than a majority in principal amount of the Series C Senior Notes at the time Outstanding shall have made written request to the Trustee to institute proceedings in respect of such Event of Default as Trustee and offered the Trustee reasonable indemnity, and the Trustee shall not have received from the Holders of a majority in principal amount of Series C Senior Notes at the time Outstanding a direction inconsistent with such request, and shall have failed to institute any such proceeding for 60 days after receipt of such notice, request and offer of indemnity. The foregoing shall not apply to any suit instituted by the Holder of this Series C Senior Note for the enforcement of any payment of principal hereof or premium, if any, or interest hereon on or after the respective due dates expressed or provided for herein.

No reference herein to the Indenture and no provision of this Series C Senior Note or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of, premium, if any, and interest on this Series C Senior Note at the times, place and rate, and in the coin or currency, herein prescribed.

As provided in the Indenture and subject to certain limitations therein set forth, the transfer of this Series C Senior Note is registrable in the Security Register, upon surrender of this Series C Senior Note for registration of transfer at the office or agency of the Company in any place where the principal of, premium, if any, and interest on this Series C Senior Note are payable, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Company and the Security Registrar duly executed by, the Holder hereof or his attorney duly authorized in writing, and thereupon one or more new Series C Senior Notes and of like tenor, of authorized denominations and for the same aggregate principal amount, will be issued to the designated transferee or transferees.

The Series C Senior Notes are issuable only in registered form without coupons in denominations of \$1,000 and any greater integral multiple of \$1,000. As provided in the Indenture and subject to certain limitations therein set forth, Series C Senior Notes are exchangeable for a like aggregate principal amount of Series C Senior Notes having the same Stated Maturity and of like tenor of any authorized denominations as requested by the Holder upon surrender of the Series C Senior Note or Series C Senior Notes to be exchanged at the office or agency of the Company.

No service charge shall be made for any such registration of transfer or exchange, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

Prior to due presentment of this Series C Senior Note for registration of transfer, the Company, the Trustee and any agent of the Company or the Trustee may treat the Person in whose name this Security is registered as the owner hereof for all purposes, whether or not this Series C Senior Note be overdue, and neither the Company, the Trustee nor any such agent shall be affected by notice to the contrary.

All terms used in this Series C Senior Note that are defined in the Indenture shall have the meanings assigned to them in the Indenture.

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this instrument, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in common
TEN ENT - as tenants by the entireties
JT TEN - as joint tenants with rights of survivorship and not as tenants in common

UNIF GIFT MIN ACT - _____ Custodian for
(Cust)

(Minor)

Under Uniform Gifts to Minors Act of

(State)

Additional abbreviations may also be used though not on the above list.

FOR VALUE RECEIVED, the undersigned hereby sell(s) and transfer(s) unto

(please insert Social Security or other identifying number of assignee)

PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS, INCLUDING POSTAL ZIP CODE OF ASSIGNEE

the within Series C Senior Note and all rights thereunder, hereby irrevocably constituting and appointing

agent to transfer said Series C Senior Note on the books of the Company, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as written upon the face of the within instrument in every particular without alteration or enlargement, or any change whatever.

EXHIBIT B
CERTIFICATE OF AUTHENTICATION

This is one of the Securities of the series designated therein referred to in the within-mentioned Indenture.

THE BANK OF NEW YORK,
as Trustee

By: _____
Authorized Signatory

McGuireWoods LLP
One James Center
Richmond, Virginia 23219

June 16, 2008

Dominion Resources, Inc.
 120 Tredegar Street
 Richmond, Virginia 23219

Ladies and Gentlemen:

We have advised Dominion Resources, Inc., a Virginia corporation (the "Company"), in connection with (i) the Registration Statement on Form S-3, as amended (File No. 333-131810) (the "Registration Statement"), filed by the Company with the Securities and Exchange Commission for the purpose of registering under the Securities Act of 1933, as amended (the "Act"), the Company's senior debt securities to be offered from time to time by the Company on terms to be determined at the time of the offering, and (ii) the issuance by the Company of (x) up to \$500,000,000 aggregate principal amount of the Company's 2008 Series A 6.40% Senior Notes due 2018 (the "Series A Notes"), (y) up to \$400,000,000 aggregate principal amount of the Company's 2008 Series B 7.0% Senior Notes due 2038 (the "Series B Notes") and (z) up to \$300,000,000 aggregate principal amount of the Series C Floating Rate Senior Notes due 2010 (the "Series C Notes," and collectively with the Series A Notes and the Series B Notes, the "Notes") as described in the Company's Prospectus, dated February 13, 2006, which is a part of the Registration Statement, its Prospectus Supplement relating to the Series A Notes and the Series B Notes, dated June 12, 2008 (the "Series A and Series B Notes Prospectus Supplement") and its Prospectus Supplement relating to the Series C Notes, dated June 12, 2008 (the "Series C Notes Prospectus Supplement," and collectively with the Series A and Series B Notes Prospectus Supplement, the "Prospectus Supplements"). The Notes are being issued under an indenture dated as of June 1, 2000, between the Company and The Bank of New York (successor to JPMorgan Chase Bank, N.A. (formerly known as The Chase Manhattan Bank)), as trustee (the "Trustee"), as heretofore supplemented and amended and as to be further amended by the Thirty-Fifth Supplemental Indenture pertaining to the Series A Notes, Thirty-Sixth Supplemental Indenture pertaining to the Series B Notes and the Thirty-Seventh Supplemental Indenture pertaining to the Series C Notes (the "Indenture"), resolutions of the Board of Directors of the Company adopted January 24, 2006 and an approval of authorized officers of the Company adopted June 12, 2008. The Notes are being offered to the public in accordance with an Underwriting Agreement, dated June 12, 2008, among the Company and the Underwriters named on Schedule I thereto relating to the Series A Notes and the Series B Notes and in accordance with an Underwriting Agreement, dated June 12, 2008, among the Company and the Underwriters named on Schedule I thereto relating to the Series C Notes. Capitalized terms used and not defined herein shall have the meanings assigned to them in the Registration Statement or the Indenture.

We have examined such corporate records, certificates and other documents, and reviewed such questions of law, as we have considered necessary or appropriate for the purpose of this opinion.

On the basis of such examination and review, we advise you that, in our opinion, when the Notes have been duly issued and sold in the manner contemplated by the Registration Statement and the Prospectus Supplements, and assuming due authentication thereof by the Trustee or the Authenticating Agent in accordance with the provisions of the Indenture, as amended and supplemented, the Notes will constitute valid and binding obligations of the Company.

We hereby consent to the filing of this opinion as an exhibit to the Company's Current Report on Form 8-K and the incorporation of this opinion by reference in the Registration Statement and to references to us under the heading "Legal Matters" in the Registration Statement and in the Prospectus Supplements relating to the Notes. We do not admit by giving this consent that we are in the category of persons whose consent is required under Section 7 of the Act.

Very truly yours,

/s/ McGuireWoods LLP

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**RENEWAL APPLICATION OF DOMINION RETAIL, INC. ("DOMINION RETAIL")
FOR CERTIFICATION BY THE PUBLIC UTILITIES COMMISSION OF OHIO
AS A RETAIL NATURAL GAS SUPPLIER**

Exhibit C-4 "Financial Arrangements"

Attached is a copy of a signed document from G. Scott Hetzer, Senior Vice President and Treasurer, Dominion Resources, Inc. ("Dominion"), declaring that Dominion will guarantee the obligations of Dominion Retail in connection with Dominion Retail's retail natural gas activities in Ohio.



G. Scott Hetzer
Senior Vice President and Treasurer
120 Tredegar Street, Richmond, VA 23219
Mailing Address: P.O. Box 26532
Richmond, VA 23261

June 20, 2008

Public Utilities Commission of Ohio
180 E. Broad Street
Columbus, Ohio 43215-3793

**Re: Renewal Application of Dominion Retail, Inc. for Certification as a Retail
Natural Gas Supplier in Ohio; Case No. 02-1757-GA-CRS**

To Whom It May Concern:

Dominion Retail, Inc. is a wholly-owned subsidiary of Dominion Resources, Inc. In connection with the renewal application of Dominion Retail, Inc. for certification as a retail natural gas supplier in Ohio, please be advised that Dominion Resources, Inc. stands behind and will guarantee the obligations of Dominion Retail, Inc. related to its activities as a natural gas supplier in Ohio.

Sincerely,

A handwritten signature in black ink, appearing to read "G. Scott Hetzer", written over the printed name and title.

G. Scott Hetzer
Senior Vice President and Treasurer

**RENEWAL APPLICATION OF DOMINION RETAIL, INC. ("DOMINION RETAIL")
FOR CERTIFICATION BY THE PUBLIC UTILITIES COMMISSION OF OHIO
AS A RETAIL NATURAL GAS SUPPLIER**

Exhibit C-6 "Credit Rating"

Dominion Retail is a wholly-owned subsidiary of Dominion Resources, Inc. Therefore, Dominion Retail does not have its own credit report.

Information relating to the credit rating of Dominion Resources, Inc. is attached hereto.

**STANDARD
& POOR'S**

RATINGSDIRECT®

December 27, 2007

Research Update:

**Dominion Resources' Corporate
Credit Rating Boosted Two Notches
To 'A-'; Outlook Stable**

Primary Credit Analyst:

Todd A Shipman, CFA, New York (1) 212-438-7676; todd_shipman@standardandpoors.com

Table Of Contents

Rationale

Outlook

Ratings List

Research Update:

Dominion Resources' Corporate Credit Rating Boosted Two Notches To 'A-'; Outlook Stable

Rationale

On Dec. 27, 2007, Standard & Poor's Ratings Services raised its corporate credit rating on Dominion Resources Inc. and Virginia Electric & Power Co. (VEPCO) to 'A-' from 'BBB' to reflect the enterprise's lower risk profile. We also affirmed the 'A-2' commercial paper rating for both companies. The outlook on Dominion and VEPCO is stable.

Dominion's business risk profile is in the low end of the "Excellent" range of Standard & Poor's corporate ratings matrix, and we consider the financial profile to be "Aggressive." (Corporate risk profiles are assigned one of five designations ranging from "Excellent" to "Vulnerable" for business risk and from "Minimal" to "Highly Leveraged" for financial risk.)

Richmond, Va.-based Dominion and VEPCO have about \$13 billion of debt outstanding.

Dominion's sale earlier this year of a sizable portion of its oil and gas exploration and production assets, the re-regulation of VEPCO's Virginia-domiciled business, and the company's plans to invest predominantly in its regulated segments in the future all point to an improved and improving business-risk position. The company used large asset sale proceeds received in 2007 to balance the enterprise's financial strength, and incremental gains in credit metrics will help the company maintain a credit profile that supports the new ratings.

The ratings on Dominion Resources reflect the cash flow stability and supportive regulatory environment for its utilities, combined with much smaller oil and gas exploration and production operations and a portfolio of unregulated power generation and natural gas-related assets. Dominion faces some commodity price risk in its unregulated operations that requires the careful attention of management. The company's business risk profile is excellent, albeit in the low end of the range, and it carries an intermediate level of financial risk.

Utility subsidiary VEPCO and other regulated activities constitute more than one-half of the consolidated business profile, and with the move to re-regulate in Virginia, the utility operations have an attractive risk profile relative to integrated electric utility peers.

Dominion is a utility holding company with three primary subsidiaries: VEPCO, Dominion Energy Inc. (DEI), and Dominion Transmission Inc. VEPCO is an integrated, regulated electric utility serving 2.4 million customers in Virginia and northeastern North Carolina. The former Consolidated Natural Gas Co. subsidiary, now subsumed into Dominion, is a local natural gas distributor serving 1.7 million customers in Pennsylvania, Ohio, and West Virginia. DEI is an independent power producer with 8,700 MW of merchant generation and a natural gas exploration and production operation in Appalachia with more than 1 trillion cubic feet equivalent of proved reserves. Competitive retail

operations include 1.6 million electric and gas customers in 11 states. In addition, Dominion operates a substantial interstate natural gas pipeline system, large natural gas market-area storage facilities, and the largest liquefied natural gas (LNG) import and storage facility on the U.S. east coast.

We expect adjusted credit metrics to reside solidly in the "Aggressive" range for the utility indicative ratios published by Standard & Poor's. Leverage measures will continue to skirt the edge of that range, but overall financial strength at the reconstituted Dominion, including ample liquidity to support normal cash needs and the large capital spending program, is considered to be sufficient to support the new ratings. Management's commitment to maintaining financial health at levels appropriate for the rating, as well its stated plans to focus mainly on regulated activities, is an important consideration when we assess Dominion's credit quality.

Short-term credit factors

The short-term rating on Dominion is 'A-2'. Dominion has had negative free cash flow for several years and will continue to experience a shortfall in this era of aggressive capital expenditures. Liquidity demands, once high, have diminished in the wake of the exploration and production divestitures, and Standard & Poor's considers access to liquidity to be strong. Liquidity is maintained through a total of \$5 billion of credit facilities. There are no rating triggers and the company is in compliance on its defined debt to capital covenant of 65%. At Sept. 30, 2007, Dominion had about \$470 million of cash and almost \$4.5 billion in unused committed bank facilities.

Outlook

Ratings stability rests on Dominion's new, utility-centric business strategy that we expect to combine favorable business-risk characteristics with greater ability to produce more stable earnings and cash flow than in the past. The regulatory regime in Virginia enacted in 2007 is very credit supportive. The remaining unregulated business ventures are relatively low risk, and many, such as the Cove Point LNG facility, actually enhance Dominion's credit quality. Higher ratings could proceed from a gradual improvement in financial performance if it is accompanied by little change in business risk. Lower ratings would be caused by any renewed emphasis on capital spending in high-risk ventures, or if future regulatory behavior in Virginia does not mirror the credit-friendly features of the re-regulation legislation.

Ratings List

Ratings Affirmed

Dominion Resources Inc.
Commercial Paper

Research Update: Dominion Resources' Corporate Credit Rating Boosted Two Notches To 'A-'; Outlook Stable

Local Currency	A-2	
Virginia Electric & Power Co.		
Senior Secured		
Local Currency	1+	
Commercial Paper		
Local Currency	A-2	
Upgraded		
	To	From
Dominion Resources Inc.		
Senior Unsecured		
Local Currency	A-	BBB
Subordinated		
Local Currency	BBB+	BBB-
Junior Subordinated		
Local Currency	BBB	BB+
Preferred Stock		
Local Currency	BBB	BB+
Virginia Electric & Power Co.		
Senior Secured		
Local Currency	A	A-
Recovery Rating	1+	1+
Senior Unsecured		
Local Currency	A-	BBB
Preferred Stock		
Local Currency	BBB	BB+
Upgraded; CreditWatch/Outlook Action; Ratings Affirmed		
	To	From
Dominion Resources Inc.		
Virginia Electric & Power Co.		
Corporate Credit Rating	A-/Stable/A-2	BBB/Positive/A-2

Complete ratings information is available to subscribers of RatingsDirect, the real-time Web-based source for Standard & Poor's credit ratings, research, and risk analysis, at www.ratingsdirect.com. All ratings affected by this rating action can be found on Standard & Poor's public Web site at www.standardandpoors.com; select your preferred country or region, then Ratings in the left navigation bar, followed by Credit Ratings Search.



Moody's Investors Service

Global Credit Research
Credit Opinion
6 JUN 2008

Credit Opinion: Dominion Resources Inc.

Dominion Resources Inc.

Richmond, Virginia, United States

Ratings

Category	Moody's Rating
Outlook	Stable
Senior Unsecured	Baa2
Jr Subordinate	Baa3
Preferred Shelf	(P)Ba1
Commercial Paper	P-2
Virginia Electric and Power Company	
Outlook	Stable
Issuer Rating	Baa1
First Mortgage Bonds	A3
Senior Secured Shelf	(P)A3
Senior Unsecured	Baa1
Jr Subordinate Shelf	(P)Baa2
Preferred Stock	Baa3
Commercial Paper	P-2
Consolidated Natural Gas Company	
Outlook	No Outlook
Bkd Sr Unsec Bank Credit Facility	Baa2
Bkd Senior Unsecured	Baa2
Bkd Jr Subordinate	Baa3

Contacts

Analyst	Phone
James Hempstead/New York	212.553.4318
William L. Hess/New York	212.553.3837

Key Indicators

[1]
Dominion Resources Inc.

	LTM 1Q 08	2007	2006	2005
(CFO Pre-W/C + Interest) / Interest Expense	0.5	0.6	4.3	3.7
(CFO Pre-W/C) / Debt	-4%	-3%	19%	15%
(CFO Pre-W/C - Dividends) / Debt	-9%	-8%	15%	10%
(CFO Pre-W/C - Dividends) / Capex	-44%	-37%	75%	61%
Debt / Book Capitalization	55%	55%	52%	56%
EBITA Margin %	36%	36%	22%	14%

[1] All ratios calculated in accordance with the Global Regulated Electric Utilities Rating Methodology using Moody's standard adjustments

Note: For definitions of Moody's most common ratio terms please see the accompanying User's Guide.

Opinion

Company Profile

Dominion Resources, Inc. (Dominion, Baa2 senior unsecured) is a large, diversified energy holding company

headquartered in Richmond, Virginia. Dominion owns a large, vertically integrated electric utility serving portions of Virginia and North Carolina; several local gas distribution utilities serving portions of Ohio, Pennsylvania and West Virginia; a large, interstate natural gas pipeline network located in the greater Mid-Atlantic region (including a large natural gas storage capability); a sizeable merchant wholesale electric generation business with assets located in the Mid-Atlantic and Northeastern regions; and a modest oil and gas exploration and production business with reserves primarily located in the Appalachian region. For the latest twelve months (LTM) ended March 2008, Dominion reported approximately \$15 billion in revenues and over \$40 billion in assets.

Rating Rationale

Dominion's Baa2 senior unsecured rating reflects the company's attractive mix of rate regulated operations which are expected to produce relatively stable and predictable earnings and cash flows over the next several years. In addition, the ratings are supported by the overall business activity diversity, the relatively strong financial position of the company on a consolidated basis and adequate liquidity profile. A more detailed description behind our rating rationale can be found in our Rating Methodology for Global Regulated Electric Utilities (Rating Methodology, published March 2005).

The key rating drivers for Dominion include:

- Attractive asset diversity

Dominion's mix of business activities creates an attractive diversity of revenue streams (electric utility, gas distribution utilities, pipelines, merchant generation, etc.) and regulatory oversight (Virginia, North Carolina, Ohio, West Virginia, Pennsylvania, and FERC). From a credit perspective, this diversity among business activities is a significant credit positive.

- VEPCO is crown jewel

In our opinion, Dominion's primary wholly owned subsidiary, Virginia Electric and Power Company (VEPCO), represents a material positive rating driver for Dominion's consolidated credit profile. As a vertically integrated electric utility, VEPCO's revenue, earnings and cash flow are relatively stable and predictable and, more importantly, regulated by the Virginia State Corporation Commission (VA SCC), the North Carolina Public Utilities Commission (NC PUC) and the FERC. In general, Moody's views the regulatory and political environments in both Virginia and North Carolina as a credit positive, given the region's overall supportiveness to long-term credit quality and the established legislative framework to maintain a financially strong and healthy utility sector. The regulatory and political supportiveness represents a significant positive ratings driver for both VEPCO and Dominion.

- Merchant fleet performance

Dominion owns and operates approximately 8,750 MWs of merchant wholesale generation in the greater Mid-Atlantic and New England regions, including roughly 2,500 MWs of nuclear generation and 3,100 MWs of coal-fired generation. In our opinion, this fleet of merchant generation assets should contribute an increasingly large amount of earnings and cash flow to Dominion's consolidated financials, a modest credit positive which is somewhat mitigated by the volatility associated with the merchant wholesale market. Nevertheless, we view Dominion's capital investments into its merchant fleet favorably, especially the environmental improvements for the New England fleet.

- Significant capital expenditure plan

Dominion's capital expenditure plans, at approximately \$4 billion per year over the next several years, is significant. Approximately 80% of these expenditures are expected to be incurred at the rate regulated businesses, with roughly 60% at VEPCO. The remaining investments are targeting Dominion's non-regulated businesses, primarily the merchant wholesale generation operations. From a credit perspective, we view investment additions into regulated rate base positively. Nevertheless, Dominion's capital expenditure estimates, like many in the industry, have been revised upwards several times over the recent past, and could put pressure on the company's consolidated financial metrics unless they are financed with a balance of both debt and equity.

- Financial metric expectations

The 2007 year end financial position is difficult to assess due to the numerous restructuring, recapitalization and divestiture adjustments which cloud the financial statements. As a result, we incorporate a view that these adjustments will "wash out" over the course of 2008, and Dominion's financial profile will emerge where the company maintains key financial credit metrics comfortably within the Baa2-rating category and in relation to its comparable peer group. These financial metrics include a ratio of cash flow from operations before working capital adjustments (CFO pre-w/c) to debt in the mid to high teen's range; CFO pre-w/c less dividends to debt in the low teen's range and CFO pre-w/c interest coverage of approximately 3.5x.

- Comparable company analysis

Moody's often conducts comparable company analysis to assist with our credit assessment. With respect to Dominion, we examine roughly 12 diversified energy holding companies, including: A2 rated (senior unsecured or Long Term issuer rating equivalent) FPL Group; A3 rated Southern Company; Baa1 rated Exelon Corporation, MidAmerican Energy Holdings, SCANA Corporation and Semptra Energy; Baa2 rated American Electric Power Company, Duke Energy, Edison International and Progress Energy; Baa3 rated Entergy Corporation; and, Ba2 rated NiSource.

Over the past few years, these diversified energy holding company key financial credit metrics have been relatively stable. The ratio of CFO pre-w/c to debt was 22% for the year ended 2007 versus 21% for the prior three year average (2005 - 2007) and 20% for the prior five year average (2003 - 2007). CFO pre-w/c less dividends to debt was 17% for 2007 versus 16% for the prior three year and five year average. CFO pre-w/c interest was 4.7x for 2007 versus 4.5x for the prior three years and 4.4x for the prior five years, while debt to capitalization improved to 49% for 2007 versus 50% for the prior three years and 52% for the prior five years. All of these companies are spending heavily with their respective capital expenditure plans, as evidenced by the ratio of CFO pre-w/c less dividends to capital expenditures, which was 88% for 2007 versus 93% for the prior three years and 108% for the prior five years.

- Liquidity appears adequate

Dominion has \$4.9 billion of credit facility capacity, including a \$3.0 billion joint revolving credit facility expiring in February 2011, a \$1.7 billion credit facility expiring in August 2010 and a \$200 million bi-lateral facility expiring in December 2010. As of March 31, 2008, Dominion had approximately \$1.4 billion of commercial paper outstanding under these facilities, \$1.0 billion drawn against the facilities and \$362 million of letters of credit outstanding, leaving roughly \$2.2 billion of available liquidity. These facilities contain a maximum 65% debt to capitalization covenant, and Dominion has reported that it remains in compliance with its covenant restriction.

Dominion's scheduled debt maturities over the next 12 to 18 months appear relatively modest and include: a \$400 million senior unsecured note due November 2008, a \$51 million senior unsecured note due December 2008 and a \$300 million senior unsecured note due December 2009.

Rating Outlook

Dominion's stable rating outlook reflects our expectation that the company will continue to harvest the organic value associated with its current mix of business activities; that the material negative free cash flow related to its investment plans will be financed with a balanced combination of both debt and incremental equity and that the financial metrics, currently clouded by the substantial restructurings and divestitures in 2007, will stabilize in a range that positions the company well within its Baa2 ratings category.

What Could Change the Rating - Up

Rating upgrades do not appear likely over the near term, as Dominion is viewed as being well positioned within its Baa2 ratings category. Nevertheless, ratings could be upgraded if Dominion were to improve its overall financial profile to where it produces CFO pre-w/c to debt in the high teen's range and CFO pre-w/c interest coverage approximately 4x on a sustainable basis.

What Could Change the Rating - Down

Rating downgrades do not appear likely over the near term, either, given Dominion's diversity of business activities and our expectation that the company's financial metrics will stabilize in a range consistent with its Baa2 ratings category. Nevertheless, if the financial metrics decline to where the ratio of CFO pre-w/c to debt falls to the low teen's range, where CFO pre-w/c less dividends to debt fell to below 10% or CFO pre-w/c interest coverage falls to the roughly 3x range, on a sustainable basis, ratings could be downgraded. In addition, Dominion's ratings could be pressured by the financing plans associated with its large negative FCF balances, especially if the credit profile of its primary subsidiary, VEPCO, were to come under significant pressure.

Rating Factors

Dominion Resources Inc.

Select Key Ratios for Global Regulated Electric Utilities

Rating	Aa	Aa	A	A	Baa	Baa	Ba	Ba
Level of Business Risk	Medium	Low	Medium	Low	Medium	Low	Medium	Low
CFO pre-W/C to Interest (x) [1]	>6	>5	3.5-6.0	3.0-5.7	2.7-5.0	2-4.0	<2.5	<2
CFO pre-W/C to Debt (%) [1]	>30	>22	22-30	12-22	13-25	5-13	<13	<5

CFO pre-W/C - Dividends to Debt (%) [1]	>25	>20	13-25	9-20	8-20	3-10	<10	<3
Total Debt to Book Capitalization (%)	<40	<50	40-60	50-75	50-70	60-75	>60	>70

[1] CFO pre-W/C, which is also referred to as FFO in the Global Regulated Electric Utilities Rating Methodology, is equal to net cash flow from operations less net changes in working capital items

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**RENEWAL APPLICATION OF DOMINION RETAIL, INC. ("DOMINION RETAIL")
FOR CERTIFICATION BY THE PUBLIC UTILITIES COMMISSION OF OHIO
AS A RETAIL NATURAL GAS SUPPLIER**

Exhibit C-7 "Credit Report"

Please refer to Exhibit C-6 for information regarding the credit of Dominion Resources, Inc.

**RENEWAL APPLICATION OF DOMINION RETAIL, INC. ("DOMINION RETAIL")
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Exhibit C-8 "Bankruptcy Information"

No such filings have been made by Dominion Retail or any of its corporate parents or affiliates since applicant last filed for certification.

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RETAIL NATURAL GAS SUPPLIER**

Exhibit C-9 "Merger Information"

Not applicable.

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RETAIL NATURAL GAS SUPPLIER**

Exhibit D-1 "Operations"

Dominion Retail possesses extensive operational experience and expertise in delivering natural gas to all classes of customers under utility retail choice programs. As noted, it has been engaged in the direct access sale of natural gas since 1997.

As it has done in Ohio since 1997, Dominion Retail will continue to acquire natural gas for resale to retail customers in Ohio from various wholesale sources. Dominion Retail will continue to arrange for transmission and delivery, as well as applicable ancillary services, in connection with its procurement of natural gas for its Ohio customers.

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RETAIL NATURAL GAS SUPPLIER**

Exhibit D-2 "Operations Expertise"

Dominion Retail's operations staff has years of experience in delivering natural gas supplies to retail choice customers in Ohio, Pennsylvania, Illinois and New York. At present, Applicant serves a total of approximately 608,220 natural gas customers in those states. In Pennsylvania, Applicant serves customers on the following utility systems: The Peoples Natural Gas Company, Equitable Gas Company and Columbia Gas of Pennsylvania. In Ohio, Applicant provides natural gas service to retail customers on The East Ohio Gas Company and Columbia Gas of Ohio systems. In Illinois, Applicant provides natural gas service to retail customers on The Peoples Gas Light & Coke Company and Nicor Gas Company systems.

In addition to holding licenses to sell natural gas in the states of Ohio, Pennsylvania, Connecticut, Illinois, Maryland, New Jersey, Virginia, the District of Columbia, New York and Georgia, Dominion Retail is also a licensed electricity supplier in Illinois, Ohio, Pennsylvania, Connecticut, Maine, Maryland, Massachusetts, New Jersey, Rhode Island, Virginia, The District of Columbia, and New York.

**RENEWAL APPLICATION OF DOMINION RETAIL, INC. ("DOMINION RETAIL")
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Exhibit D-3 "Key Technical Personnel"

Applicant has operated as a competitive natural gas supplier since 1997 in the states of Ohio and Pennsylvania. In that eleven year period, Applicant has gained considerable experience and expertise in the competitive retail supply business. Each of Applicant's personnel – including managerial staff – who will be engaged in providing service to Ohio customers have in excess of ten years of natural gas experience in the marketing and operational areas and in excess of eight years working with GISB rules and practices. Applicant's managerial staff has been engaged in enterprise financial and administrative responsibilities for over ten years and possess in excess of ten years of natural gas sales experience. Information on selected management personnel follows:

Richard Zelenko, Vice President, Dominion Retail, Inc.
Richard_Zelenko@Dom.com; 804-787-6201

Mr. Zelenko has 30 years of total experience in the natural gas business, including the following positions:

- Vice President, Dominion Retail: 4½ years
- General Manager, Dominion Retail: 2 years
- General Manager, LDC Gas Supply: 4½ years
- Director, Gas Supply Acquisition, Dominion East Ohio: 3 years
- Director, Telecommunications, Dominion East Ohio: 1 year
- Manager, Marketing & Gas Supply, Dominion West Ohio: 4 years
- Manager, Operations, Dominion West Ohio: 5 years
- Various management, operations & engineering positions, Dominion East Ohio: 6 years

Mr. Zelenko has extensive experience in the marketing, operational and gas sales areas, including in excess of eight years working with GISB rules and practices, and enterprise financial and administrative responsibilities for well in excess of ten years.

Thomas J. Butler, Director, Business Development, Dominion Retail, Inc.
Thomas_J._Butler@Dom.com; 412-237-4765

Mr. Butler has over 20 years of total experience in the natural gas business, including the following positions:

- Director, Business Development, Dominion Retail: 6 years
- Director, Marketing, Dominion Retail: 2 years
- Manager, Customer Acquisition, Dominion Retail: 3 years
- Manager, Marketing, Dominion Retail: 2 years

**RENEWAL APPLICATION OF DOMINION RETAIL, INC. ("DOMINION RETAIL")
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Exhibit D-3 Continued

Director, Industrial Sales, Dominion Peoples: 3 years
Manager, Residential Marketing, Dominion Peoples: 2 years
Manager, Electric Utility Sales, Dominion Peoples: 2 years
Assistant to Vice President, Marketing, Dominion Peoples: 1 year

Prior to joining Dominion in 1988, Mr. Butler worked as an engineer and turn supervisor for LTV Steel Corporation. Mr. Butler possesses broad and extensive experience in the marketing, operations and gas sales areas, including GISB, by virtue of his 20 years of service in both the regulated and unregulated sides of the business. He also has had direct accountability for enterprise financial and administrative performance for more than ten years.

Marl C. Reese, Director, Retail Gas Operations
Mark C Reese@Dom.com; 804-787-6203

01/02 – present: Director, Retail Gas Operations, Dominion Retail, Inc.

08/01 – 12/01: Manager, Natural Gas Product Management, Enron Energy Services

11/99 – 07/01: Manager, Global National Outsource Commodity Structuring, Enron Energy Services

07/97 – 03/98: Project Manager, Business Development, Sonat Marketing, L.P.

Mr. Reese has extensive experience in excess of ten years working with operations, GISBs and other financial and administrative aspects of the natural gas business.

R. Michael Rose, Director Finance and Marketing
Mike Rose@Dom.com; 804-787-6205

01/02 – present: Director, Finance and Marketing, Dominion Retail. Responsible for Finance, Accounting and Marketing Operations.

01/00 – 12/01: Director, Finance and Business Services, Dominion Energy. Responsible for budgeting, planning and financial analysis.

01/99 – 12/99: Director, Finance and Business Services, Nuclear. Responsible for budgeting, planning, financial reporting and financial analysis.

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Exhibit D-3 Continued

01/96 – 12/98: Director, Finance and Business Services, Virginia Power Corporate. Responsible for budgeting, planning and financial analysis.

Mr. Rose has in excess of twelve years of extensive experience in the enterprise financial and administrative functions of the energy business.

