VECTREN ENERGY DELIVERY OF OHIO, LLC

D/B/A CENTERPOINT ENERGY OHIO

TARIFF FOR GAS SERVICE

P.U.C.O. No. 5

Communications concerning this tariff may be addressed to:
Mail: Rates and Regulatory Department
CenterPoint Energy Ohio
211 NW Riverside Drive
Evansville, IN 47708
Telephone: 800-227-1376
E-mail: CustomerCareEVV@CenterPointEnergy.com

Filed pursuant to the Opinion and Order dated January 7, 2026 in Case No. 24-0832-GA-AIR of The Public Utilities Commission of Ohio.

Issued January 9, 2026 Issued by Katie J. Tieken, Director Effective January 12, 2026

TARIFF SHEET INDEX

Tariff Sheet	Description
1	Title Page
2	Tariff Sheet Index
3	Locations Served
4-9	Reserved for Future Use
	RATE SCHEDULES
10	Rate 310 Residential Default Sales Service
11	Rate 311 Residential Standard Choice Offer Service
12	Rate 315 Residential Transportation Service
13	Rate 320 General Default Sales Service
14	Rate 321 General Standard Choice Offer Service
15	Rate 325 General Transportation Service
16	Rate 325S General Transportation Service Schools
17	Rate 345 Large General Transportation Service
18	Rate 360 Large Volume Transportation Service
19	Rate 375 Contract Transportation Service
20	Rate 380 Pooling Service (Large Transportation Customers)
21	Rate 385 Choice Supplier Pooling Service
22	Reserved for Future Use
23	Rate 396 SCO Supplier Service
24-29	Reserved for Future Use
	RIDERS AND ADJUSTMENTS
30	Miscellaneous Charges
31	Gas Cost Recovery Rider (Suspended)
32	Capital Expenditure Program Rider
33	Tax Adjustment Rider
34	Reserved for Future Use
35	Migration Cost Rider (Suspended)
36	Balancing Cost Rider (Suspended)
37	Gross Receipts Excise Tax Rider
38	Reserved for Future Use
39	Uncollectible Expense Rider
40	Percentage of Income Payment Plan (“PIPP”) Rider
41	Exit Transition Cost (“ETC”) Rider
42	S.B. 287 Excise Tax Rider
43	Reserved for Future Use
44	Standard Choice Offer (“SCO”) Rider
45	Distribution Replacement Rider (“DRR”)
46	Energy Efficiency Funding Rider (“EEFR”)
47	Energy Conversion Factor (“ECF”)
48	Infrastructure Development Rider (“IDR”)
49	Reserved for Future Use

TARIFF SHEET INDEX

Tariff Sheet	Description
	TRANSPORTATION PROVISIONS
50	Transportation Terms and Conditions (Large Transportation Service)
51	Nomination and Balancing Provisions (Large Transportation Service)
52	Choice Supplier Pooling Service Terms and Conditions
53	Reserved for Future Use
54	Unaccounted for Gas Percentage
55	Reserved for Future Use
56	SCO Supplier Terms and Conditions
57-58	Reserved for Future Use
	GENERAL TERMS AND CONDITIONS
59	Definitions
60	Application and Contract for Service
61	Credit Requirements of Customer
62	Billing and Payment for Gas Service
63	Disconnection-Reconnection of Service
64	Meters and Metering Equipment -- Location and Installation
65	Service Pipe -- Location and Installation
66	Equipment on Customer's Premises
67	Use and Character of Service
68	Extensions of Gas Distribution Mains
69	Extensions of Gas Facilities to Manufactured Home Parks
70	Reserved for Future Use
71	Operational Flow Orders
72	Affiliate Code of Conduct
73-78	Reserved for Future Use
79	Amendments

LOCATIONS SERVED

Anna
Ansonia
Arcanum
Beavercreek
Bellbrook
Belle Center
Bellefontaine
Bloomingburg
Botkins
Bowersville
Bradford
Brookville
Camden
Casstown
Castine
Cedarville
Centerville
Christiansburg
Clayton
Clifton
Corwin
Covington
Crystal Lakes *
Dayton
Drexel *
Eaton
Eldorado
Englewood
Fairborn
Farmersville
Five Points *
Fort Loramie
Franklin
Frederick *
Germantown
Gettysburg
Gordon
Greenfield
Greenville
Hardin *
Hollansburg
Houston *
Huber Heights
Huntsville
Ithaca
Jackson Center
Jamestown
Jeffersonville
Kettering
Lakeview
Lebanon
Lewisburg
London
Ludlow Falls
Medway *
Melvin *
Miamisburg
Minster
Moraine
Mt. Sterling
New Bremen
New Carlisle
New Holland
New Knoxville
New Lebanon
New Madison
New Paris
North Hampton
Oakwood
Palestine
Pancoastburg *
Park Layne Manor *
Phillipsburg
Piqua
Pleasant Hill
Port William
Reesville *
Riverside
Russells Point
Russia
Sabina
Sedalia (Midway)
Sidney
South Charleston
South Solon
Spring Valley
Springboro
Springfield
St. Paris
Staunton *
Tipp City
Trotwood
Troy
Union
Urbana
Vandalia
Versailles
Washington Court House
Waynesville
West Alexandria
West Carrollton
West Liberty
West Manchester
West Milton
Wilberforce *
Wilmington
Xenia
Yellow Springs

* Unincorporated

RATE 310
RESIDENTIAL DEFAULT SALES SERVICE

APPLICABILITY

This Rate Schedule is applicable to any Residential Customer electing service hereunder when, in the judgement of Company, its service facilities are adequate to render Gas Service to Customer without impairing the quality of Company's Gas Service to other Customers, and:

(1) Who is currently enrolled in Company's Percentage of Income Payment Plan ("PIPP"); or
(2) Who is ineligible for service under Rate 315.

Gas Service rendered under this Rate Schedule shall be subject to Company's General Terms and Conditions included in this Tariff for Gas Service and Commission's Regulations.

CHARACTER OF SERVICE

This Rate Schedule applies to the provision of Sales Service.

Gas Service provided hereunder shall be metered separately and all charges shall be calculated separately from Gas Service provided under any other Rate Schedule. The delivery pressure to Customer shall be that which is available at Customer's Premises.

RATES AND CHARGES

The monthly Rates and Charges for Gas Service under this Rate Schedule shall be:

Monthly Charge (regardless of usage):
$59.41 per meter

Riders:
The following Riders shall be applied monthly:

- Sheet No. 32 - Capital Expenditure Program Rider
- Sheet No. 33 - Tax Adjustment Rider
- Sheet No. 37 - Gross Receipts Excise Tax Rider
- Sheet No. 39 - Uncollectible Expense Rider
- Sheet No. 40 - Percentage of Income Payment Plan Rider
- Sheet No. 41 - Exit Transition Cost Rider
- Sheet No. 42 - S.B. 287 Excise Tax Rider
- Sheet No. 44 - Standard Choice Offer Rider
- Sheet No. 45 - Distribution Replacement Rider
- Sheet No. 46 - Energy Efficiency Funding Rider
- Sheet No. 48 - Infrastructure Development Rider

Minimum Monthly Charge:
The Minimum Monthly Charge shall be the Monthly Charge plus applicable Riders.

Miscellaneous Charges:
The Miscellaneous Charges set forth in Sheet No. 30, Miscellaneous Charges, shall be charged to Customer if applicable.

Customer Usage and Payment Information Release:
Usage information for the most recent twelve (12) months and payment information for the most recent twenty-four (24) months, if available, shall be provided to Customer upon request.

RATE 311
RESIDENTIAL STANDARD CHOICE OFFER SERVICE

APPLICABILITY

This Rate Schedule shall be available to any Residential Customer electing service hereunder when, in the judgment of Company, its service facilities are adequate to render Gas Service to Customer without impairing the quality of Company's Gas Service to other Customers.

This Rate Schedule shall not be available to any Residential Customer:
(1) Who is currently enrolled in Company's Percentage of Income Payment Plan ("PIPP"); or
(2) Who is ineligible for service under Rate 315.
Customers described above shall be served under Rate 310, Residential Default Sales Service.

Gas Service rendered under this Rate Schedule shall be subject to Company's General Terms and Conditions included in this Tariff for Gas Service and Commission's Regulations.

CHARACTER OF SERVICE

This Rate Schedule applies to the provision of SCO Service. Customer's gas supply under SCO Service shall be provided by an SCO Supplier, who shall be identified on Customer's bill.

Gas Service provided hereunder shall be metered separately and all charges shall be calculated separately from Gas Service provided under any other Rate Schedule. The delivery pressure to Customer shall be that which is available at Customer's Premises.

RATES AND CHARGES

The monthly Rates and Charges for Gas Service under this Rate Schedule shall be:

Monthly Charge (regardless of usage):
$59.41 per meter

Riders:
The following Riders shall be applied monthly:

- Sheet No. 32 - Capital Expenditure Program Rider
- Sheet No. 33 - Tax Adjustment Rider
- Sheet No. 37 - Gross Receipts Excise Tax Rider
- Sheet No. 39 - Uncollectible Expense Rider
- Sheet No. 40 - Percentage of Income Payment Plan Rider
- Sheet No. 41 - Exit Transition Cost Rider
- Sheet No. 42 - S.B. 287 Excise Tax Rider
- Sheet No. 44 - Standard Choice Offer Rider
- Sheet No. 45 - Distribution Replacement Rider
- Sheet No. 46 - Energy Efficiency Funding Rider
- Sheet No. 48 - Infrastructure Development Rider

Minimum Monthly Charge:
The Minimum Monthly Charge shall be the Monthly Charge plus applicable Riders.

RATE 311
RESIDENTIAL STANDARD CHOICE OFFER SERVICE

Miscellaneous Charges:
The Miscellaneous Charges set forth in Sheet No. 30, Miscellaneous Charges, shall be charged to Customer if applicable.

Customer Usage and Payment Information Release:
Usage information for the most recent twelve (12) months and payment information for the most recent twenty-four (24) months, if available, shall be provided to Customer upon request.

RATE 315
RESIDENTIAL TRANSPORTATION SERVICE

APPLICABILITY

This Rate Schedule shall be available to any Residential Customer electing service hereunder when, in the judgment of Company, its service facilities are adequate to render Gas Service to Customer without impairing the quality of Company's Gas Service to other Customers. However, this Rate Schedule shall not be available to any Customer whose utility service account is past due at the time Customer desires to initiate this service unless Customer has discharged or entered into a payment arrangement to discharge all existing arrearages owed to Company.

Gas Service rendered under this Rate Schedule shall be subject to Company's General Terms and Conditions included in this Tariff for Gas Service and Commission's Regulations, as well as the applicable provisions of Sheet No. 52 (Choice Supplier Pooling Service Terms and Conditions).

CHARACTER OF SERVICE

This Rate Schedule applies to the provision of Transportation Service. Gas Service provided hereunder shall be metered separately and all charges shall be calculated separately from Gas Service provided under any other Rate Schedule. The delivery pressure to Customer shall be that which is available at Customer's Premises.

Customer must enter into a contract for firm gas supplies with a Choice Supplier approved by Company for participation in the Choice Supplier Pooling Service under Rate 385. Company will maintain a list of such Choice Suppliers which shall be available by request and on Company's website.

RATES AND CHARGES

The monthly Rates and Charges for Gas Service under this Rate Schedule shall be:

Monthly Charge (regardless of usage):
$59.41 per meter

Riders:
The following Riders shall be applied monthly:

- Sheet No. 32 - Capital Expenditure Program Rider
- Sheet No. 33 - Tax Adjustment Rider
- Sheet No. 37 - Gross Receipts Excise Tax Rider
- Sheet No. 39 - Uncollectible Expense Rider
- Sheet No. 40 - Percentage of Income Payment Plan Rider
- Sheet No. 41 - Exit Transition Cost Rider
- Sheet No. 42 - S.B. 287 Excise Tax Rider
- Sheet No. 45 - Distribution Replacement Rider
- Sheet No. 46 - Energy Efficiency Funding Rider
- Sheet No. 48 - Infrastructure Development Rider

RATE 315
RESIDENTIAL TRANSPORTATION SERVICE

Minimum Monthly Charge:
The Minimum Monthly Charge shall be the Monthly Charge plus applicable Riders.

Miscellaneous Charges:
The Miscellaneous Charges set forth in Sheet No. 30, Miscellaneous Charges, shall be charged to Customer if applicable.

BILLING

Company shall bill Customer for all Gas Services provided by Company. Choice Suppliers have the option of either:
(1) Company providing billing for Choice Suppliers' services to Customer; or
(2) Choice Supplier may bill for those services independently.

TERMS AND CONDITIONS

Choice Supplier Selection:
In order to receive Gas Service under this Rate Schedule, Customer must select and enroll with a Choice Supplier participating in Company's Pooling Program.

Transfer to SCO Service Upon Choice Supplier Default:
As set forth in Sheet No. 52.

Disconnection for Non-Payment of Choice Bill:
Non-payment of the Choice Supplier services portion of the Bill shall subject Customer to disconnection pursuant to Section 4 of Company's General Terms and Conditions.

Customer Usage and Payment Information Release:
Usage information for the most recent twelve (12) months and payment information for the most recent twenty-four (24) months, if available, shall be provided to Customer upon request.

RATE 320
GENERAL DEFAULT SALES SERVICE

APPLICABILITY

This Rate Schedule is applicable to any Non-Residential Customer electing service hereunder whose Annual Usage is less than 150,000 Billing Ccf and who is ineligible for service under Rate 325 when, in the judgement of Company, its service facilities are adequate to render Gas Service to Customer without impairing the quality of Company's Gas Service to other Customers.

Gas Service rendered under this Rate Schedule shall be subject to Company's General Terms and Conditions included in this Tariff for Gas Service and Commission's Regulations.

CHARACTER OF SERVICE

This Rate Schedule applies to the provision of Sales Service.

Gas Service provided hereunder shall be metered separately and all charges shall be calculated separately from Gas Service provided under any other Rate Schedule. The delivery pressure to Customer shall be that which is available at Customer's Premises.

RATES AND CHARGES

The monthly Rates and Charges for Gas Service under this Rate Schedule shall be:

Customer Charge (regardless of usage):
Group 1: $74.44 per meter
Group 2: $57.24 per meter
Group 3: $114.48 per meter

Volumetric Charge (Applicable to Group 2 and Group 3 only):
$0.26985 per Ccf for all Billing Ccf

Riders:
The following Riders shall be applied monthly:

- Sheet No. 32 - Capital Expenditure Program Rider
- Sheet No. 33 - Tax Adjustment Rider
- Sheet No. 37 - Gross Receipts Excise Tax Rider
- Sheet No. 39 - Uncollectible Expense Rider
- Sheet No. 40 - Percentage of Income Payment Plan Rider
- Sheet No. 41 - Exit Transition Cost Rider
- Sheet No. 42 - S.B. 287 Excise Tax Rider
- Sheet No. 44 - Standard Choice Offer Rider
- Sheet No. 45 - Distribution Replacement Rider
- Sheet No. 46 - Energy Efficiency Funding Rider
- Sheet No. 48 - Infrastructure Development Rider

Minimum Monthly Charge:
The Minimum Monthly Charge shall be the Customer Charge plus applicable Riders.

Miscellaneous Charges:
The Miscellaneous Charges set forth in Sheet No. 30, Miscellaneous Charges, shall be charged to Customer if applicable.

RATE 320
GENERAL DEFAULT SALES SERVICE

Customer Usage and Payment Information Release:
Usage information for the most recent twelve (12) months and payment information for the most recent twenty-four (24) months, if available, shall be provided to Customer upon request.

Metering:
If Company determines that remote meter reading equipment is needed to monitor Customer's usage more frequently than a monthly basis in order to ensure reasonable accuracy for Company's forecast of the Peak Design Day Demand, Expected Demand, and corresponding Directed Delivery Quantity of the Pool containing such Customer, then Company shall install such remote meter reading equipment and provide the necessary interface with its meters. Customer shall be responsible for the installation and operating and maintenance costs of electric and telephone services, as specified by Company. The availability of the necessary electric and telephone service equipment must be present at Customer's meter location prior to the installation of Company's remote meter reading equipment. Failure by Customer to adequately install and maintain the necessary electric and telephone service will result in termination of its Gas Service under this Rate Schedule.

RATE 321
GENERAL STANDARD CHOICE OFFER SERVICE

APPLICABILITY

This Rate Schedule shall be available to any Non-Residential Customer electing service hereunder whose Annual Usage is less than 150,000 Billing Ccf when, in the judgment of Company, its service facilities are adequate to render Gas Service to Customer without impairing the quality of Company's Gas Service to other Customers.

This Rate Schedule shall not be available to any Non-Residential Customer who is ineligible for service under Rate 325. In such case, Customer shall be served under Rate 320, General Default Sales Service.

Gas Service rendered under this Rate Schedule shall be subject to Company's General Terms and Conditions included in this Tariff for Gas Service and Commission's Regulations.

CHARACTER OF SERVICE

This Rate Schedule applies to the provision of SCO Service. Customer's gas supply under SCO Service shall be provided by an SCO Supplier, who shall be identified on Customer's bill.

Gas Service provided hereunder shall be metered separately and all charges shall be calculated separately from Gas Service provided under any other Rate Schedule. The delivery pressure to Customer shall be that which is available at Customer's Premises.

RATES AND CHARGES

The monthly Rates and Charges for Gas Service under this Rate Schedule shall be:

Customer Charge (regardless of usage):
Group 1: $74.44 per meter
Group 2: $57.24 per meter
Group 3: $114.48 per meter

Volumetric Charge (Applicable to Group 2 and Group 3 only):
$0.26985 per Ccf for all Billing Ccf

Riders:
The following Riders shall be applied monthly:

- Sheet No. 32 - Capital Expenditure Program Rider
- Sheet No. 33 - Tax Adjustment Rider
- Sheet No. 37 - Gross Receipts Excise Tax Rider
- Sheet No. 39 - Uncollectible Expense Rider
- Sheet No. 40 - Percentage of Income Payment Plan Rider
- Sheet No. 41 - Exit Transition Cost Rider
- Sheet No. 42 - S.B. 287 Excise Tax Rider
- Sheet No. 44 - Standard Choice Offer Rider
- Sheet No. 45 - Distribution Replacement Rider
- Sheet No. 46 - Energy Efficiency Funding Rider
- Sheet No. 48 - Infrastructure Development Rider

RATE 321
GENERAL STANDARD CHOICE OFFER SERVICE

Minimum Monthly Charge:
The Minimum Monthly Charge shall be the Customer Charge plus applicable Riders.

Miscellaneous Charges:
The Miscellaneous Charges set forth in Sheet No. 30, Miscellaneous Charges, shall be charged to Customer if applicable.

Customer Usage and Payment Information Release:
Usage information for the most recent twelve (12) months and payment information for the most recent twenty-four (24) months, if available, shall be provided to Customer upon request.

Metering:
If Company determines that remote meter reading equipment is needed to monitor Customer's usage more frequently than a monthly basis in order to ensure reasonable accuracy for Company's forecast of the Peak Design Day Demand, Expected Demand, and corresponding Directed Delivery Quantity of the Pool containing such Customer, then Company shall install such remote meter reading equipment and provide the necessary interface with its meters. Customer shall be responsible for the installation and operating and maintenance costs of electric and telephone services, as specified by Company. The availability of the necessary electric and telephone service equipment must be present at Customer's meter location prior to the installation of Company's remote meter reading equipment. Failure by Customer to adequately install and maintain the necessary electric and telephone service will result in termination of its Gas Service under this Rate Schedule.

RATE 325
GENERAL TRANSPORTATION SERVICE

APPLICABILITY

This Rate Schedule shall be available to any Non-Residential Customer electing service hereunder whose Annual Usage is less than 150,000 Billing Ccf when, in the judgment of Company, its service facilities are adequate to render Gas Service to Customer without impairing the quality of Company's Gas Service to other Customers. However, this Rate Schedule shall not be available to any Customer whose utility service account is past due at the time Customer desires to initiate this service unless Customer has discharged, or entered into a payment arrangement to discharge all existing arrearages owed to Company.

Gas Service rendered under this Rate Schedule shall be subject to Company's General Terms and Conditions included in this Tariff for Gas Service and Commission's Regulations, as well as the applicable provisions of Sheet No. 52 (Choice Supplier Pooling Service Terms and Conditions).

CHARACTER OF SERVICE

This Rate Schedule applies to the provision of Transportation Service. Gas Service provided hereunder shall be metered separately and all charges shall be calculated separately from Gas Service provided under any other Rate Schedule. The delivery pressure to Customer shall be that which is available at Customer's Premises.

Customer must enter into a contract for firm gas supplies with a Choice Supplier approved by Company for participation in Choice Supplier Pooling Service under Rate 385. Company will maintain a list of such Choice Suppliers which shall be available by request and on Company's website.

RATES AND CHARGES

The monthly Rates and Charges for Gas Service under this Rate Schedule shall be:

Customer Charge (regardless of usage):
Group 1: $74.44 per meter
Group 2: $57.24 per meter
Group 3: $114.48 per meter

Volumetric Charge (Applicable to Group 2 and Group 3 only):
$0.26985 per Ccf for all Billing Ccf

Riders:
The following Riders shall be applied monthly:

- Sheet No. 32 - Capital Expenditure Program Rider
- Sheet No. 33 - Tax Adjustment Rider
- Sheet No. 37 - Gross Receipts Excise Tax Rider
- Sheet No. 39 - Uncollectible Expense Rider
- Sheet No. 40 - Percentage of Income Payment Plan Rider
- Sheet No. 41 - Exit Transition Cost Rider
- Sheet No. 42 - S.B. 287 Excise Tax Rider
- Sheet No. 45 - Distribution Replacement Rider
- Sheet No. 46 - Energy Efficiency Funding Rider
- Sheet No. 48 - Infrastructure Development Rider

RATE 325
GENERAL TRANSPORTATION SERVICE

Minimum Monthly Charge:
The Minimum Monthly Charge shall be the Customer Charge plus applicable Riders.

Miscellaneous Charges:
The Miscellaneous Charges set forth in Sheet No. 30, Miscellaneous Charges, shall be charged to Customer if applicable.

BILLING

Company shall bill Customer for all services provided by Company. Choice Suppliers have the option of either:
(1) Company providing billing to Customer for Choice Suppliers' services; or
(2) Choice Supplier may bill for those services independently.

TERMS AND CONDITIONS

Choice Supplier Selection:
In order to receive Gas Service under this Rate Schedule, Customer must join a Pool of a Choice Supplier participating in Company's Pooling Program.

Transfer to SCO Service Upon Choice Supplier Default:
As set forth in Sheet No. 52.

Disconnection for Non-Payment of Choice Bill:
Non-payment of the Choice Supplier services portion of the bill shall subject Customer currently receiving Gas Service under this Rate Schedule to disconnection as explained in Section 4 of Company's General Terms and Conditions.

Customer Usage and Payment Information Release:
Usage information, the usage information for the most recent twelve (12) months and the payment information for the most recent twenty-four (24) months, if available, shall be provided to Customer upon request.

Metering:
If Company determines that remote meter reading equipment is needed to monitor Customer's usage more frequently than a monthly basis in order to ensure reasonable accuracy for Company's forecast of the Peak Design Day Demand, Expected Demand, and corresponding Directed Delivery Quantity of the Pool containing such Customer, then Company shall install such remote meter reading equipment and provide the necessary interface with its meters. Customer shall be responsible for the installation and operating and maintenance costs of electric and telephone services, as specified by Company. The availability of the necessary electric and telephone service equipment must be present at Customer's meter location prior to the installation of Company's remote meter reading equipment. Failure by Customer to adequately install and maintain the necessary electric and telephone service will result in termination of its Gas Service under this Rate Schedule.

RATE 325S
GENERAL TRANSPORTATION SERVICE SCHOOLS

APPLICABILITY

This Rate Schedule shall be available to any K-12 public school institution, with a non-profit tax status, and a facility used primarily for educational instruction, electing service hereunder, in the judgment of Company, when its service facilities are adequate to render Gas Service to Customer without impairing the quality of Company's Gas Service to other Customers. However, this Rate Schedule shall not be available to any Customer whose utility service account is past due at the time Customer desires to initiate this service unless Customer has discharged, or entered into a payment arrangement to discharge all existing arrearages owed to Company.

Any customer eligible for Rate 325S discounted rates may apply and have its eligibility verified by Company through an initial enrollment process. Any customer verified to be eligible for Rate 325S discounted rates shall sign an Agency Agreement with Company.

Gas Service rendered under this Rate Schedule shall be subject to Company's General Terms and Conditions included in this Tariff for Gas Service and Commission's Regulations, as well as the applicable provisions of Transportation Terms and Conditions (Large Transportation Service) in Sheet No. 50 and the Nomination and Balancing Provisions (Large Transportation Service) in Sheet No. 51.

CHARACTER OF SERVICE

This Rate Schedule applies to the provision of Transportation Service. Gas Service provided hereunder shall be metered separately and all charges shall be calculated separately from Gas Service provided under any other Rate Schedule. The delivery pressure to Customer shall be that which is available at Customer's Premises.

RATES AND CHARGES

The monthly Rates and Charges for Gas Service under this Rate Schedule shall be:

Customer Charge (regardless of usage):
Group 1: $68.86 per meter
Group 2: $52.95 per meter
Group 3: $105.89 per meter

Volumetric Charge (Applicable to Group 2 and Group 3 only):
$0.24961 per Ccf for all Billing Ccf

RATE 325S
GENERAL TRANSPORTATION SERVICE SCHOOLS

Riders:
The following Riders shall be applied monthly:

- Sheet No. 32 - Capital Expenditure Program Rider
- Sheet No. 33 - Tax Adjustment Rider
- Sheet No. 37 - Gross Receipts Excise Tax Rider
- Sheet No. 39 - Uncollectible Expense Rider
- Sheet No. 40 - Percentage of Income Payment Plan Rider
- Sheet No. 41 - Exit Transition Cost Rider
- Sheet No. 42 - S.B. 287 Excise Tax Rider
- Sheet No. 45 - Distribution Replacement Rider
- Sheet No. 46 - Energy Efficiency Funding Rider
- Sheet No. 48 - Infrastructure Development Rider

Minimum Monthly Charge:
The Minimum Monthly Charge shall be the Customer Charge plus applicable Riders.

Miscellaneous Charges:
The Miscellaneous Charges set forth in Sheet No. 30, Miscellaneous Charges, shall be charged to Customer if applicable.

BILLING

Company shall bill Customer for Gas Transportation services provided by Company.

TERMS AND CONDITIONS

Customer must enter into an agreement for firm gas supplies with the school pool operator approved by Company for participation in Pooling Service for schools under Rate 380.

Disconnection for Non-Payment of Pool Operator Bill:
Non-payment of the gas supply services shall subject Customer currently receiving Gas Service under this Rate Schedule to disconnection as explained in Section 3.C of Company's General Terms and Conditions.

Customer Usage and Payment Information Release:
Usage information, the usage information for the most recent twelve (12) months and the payment information for the most recent twenty-four (24) months, if available, shall be provided to Customer upon request.

MEASUREMENT REQUIREMENT:

For purposes of permitting daily meter reading, Company shall, where available, install, provide, and maintain cellular equipment and service on Customer's Premises. Until such time that cellular service is installed, or where cellular service is otherwise unavailable, Customer shall install, provide, and maintain on the Premises at a location specified by Company such telephone equipment and service as required for Company's gas measurement equipment and related communications equipment. If Customer's telephone line is deemed inadequate or unreliable for purposes of providing measurement

RATE 325S
GENERAL TRANSPORTATION SERVICE SCHOOLS

data, and cellular service is unavailable, Company may require Customer to provide a dedicated telephone line in order to continue Transportation Service under this Rate Schedule.

Company shall post preliminary Customer usage throughout the month on its Gas Tracking System ("GTS") as soon as practicable the day after the end of the Gas Day, and the Company will endeavor to do so by 10:30 a.m. Central Clock Time. Preliminary Customer usage will be posted on a best efforts basis and, even in the absence of such posting, shall not be considered reflective of the actual usage to be used for billing purposes.

If the measurement equipment fails to register or registers incorrectly, Company will estimate as accurately as is practicable, the quantity of gas delivered. Customer will pay for Gas Service provided based on such estimate(s), in accordance with the terms and provisions of this Tariff for Gas Service.

RATE 345
LARGE GENERAL TRANSPORTATION SERVICE

APPLICABILITY

This Rate Schedule is available to any Non-Residential Customer electing service hereunder whose Annual Usage is greater than 50,000 Billing Ccf and less than 500,000 Billing Ccf, and whose Maximum Daily Usage is less than 10,000 Billing Ccf, and to certain other Non-Residential Customers who were receiving service hereunder prior to March 1, 2005, when, in the judgment of Company, its service facilities are adequate to render Gas Service to Customer without impairing the quality of Company's Gas Service to other Customers.

Gas Service rendered under this Rate Schedule shall be subject to Company's General Terms and Conditions included in this Tariff for Gas Service, Transportation Terms and Conditions (Large Transportation Service) in Sheet No. 50, the Nomination and Balancing Provisions (Large Transportation Service) in Sheet No. 51, and the Commission's Regulations.

In addition, Large Transportation Customer receiving service hereunder that has not joined a Pool will also be required to receive service under Rate 380, Pooling Service. Nothing in Rate 345 restricts a customer's right to select a supplier or Pool Operator.

CHARACTER OF SERVICE

This Rate Schedule applies to the provision of Transportation Service.

Interim Prepaid Supply Service as described below may also be provided under this Rate Schedule at Company's sole discretion. Gas Service provided hereunder shall be metered separately and all charges shall be calculated separately from Gas Service provided under any other Rate Schedule. The delivery pressure to Customer shall be that which is available at Customer's Premises.

Company shall provide Transportation Service from existing pipeline delivery points specified by Company to Customer on a non-discriminatory basis subject to the capacity of Company's Operational Systems.

RATES AND CHARGES

The monthly Rates and Charges for Gas Service under this Rate Schedule shall be:

Customer Charge (regardless of usage):
$203.00 per meter

Volumetric Charge:
$0.18870 per Ccf for the first 15,000 of Billing Ccf, plus
$0.17134 per Ccf for all Billing Ccf over 15,000 Billing Ccf

Riders:
The following Riders shall be applied monthly:

- Sheet No. 32 - Capital Expenditure Program Rider
- Sheet No. 33 - Tax Adjustment Rider
- Sheet No. 37 - Gross Receipts Excise Tax Rider
- Sheet No. 42 - S.B. 287 Excise Tax Rider
- Sheet No. 45 - Distribution Replacement Rider
- Sheet No. 48 - Infrastructure Development Rider

RATE 345
LARGE GENERAL TRANSPORTATION SERVICE

Minimum Monthly Charge:
The Minimum Monthly Charge shall be the Customer Charge plus applicable Riders.

Additional Charges:
Costs and charges for service under this Rate Schedule are subject to modification and may include additional costs and charges that the Commission may authorize.

Competitive Flexibility:
The above Rates and Charges may be reduced, in Company's reasonable discretion, as necessary to retain or attract Customer's gas load.

Miscellaneous Charges:
The Miscellaneous Charges set forth in Sheet No. 30, Miscellaneous Charges, shall be charged to Customer if applicable.

CONTRACT

Customer must contract for Gas Service under this Rate Schedule for at least a term of one (1) year; a longer term may be required to the extent necessary, in the judgment of Company, to justify the construction and other incremental costs required to supply the Gas Service.

The maximum delivery charge for all deliveries by Company to Customer of Customer-owned gas under this provision will be equal to the Large General Transportation Service, Rate 345, base rate then in effect. When a Customer can demonstrate to the Company and requests that a charge lower than the maximum delivery charge is necessary because of competition from a pipeline, distribution system or non natural gas fuel source, then the Company may charge a rate lower than the maximum delivery charge for all deliveries, and may also include a revenue guarantee, adequate assurance of payment, and any other commercially reasonable terms mutually agreed upon by Company and Customer.

The minimum rate shall not be less than the variable cost of providing service hereunder plus some contribution to total Company fixed costs. Unless otherwise agreed by Company and Customer, Customer shall pay the maximum rate for all volumes delivered hereunder.

MEASUREMENT REQUIREMENT

For purposes of permitting daily meter reading, Company shall, where available, install, provide, and maintain cellular equipment and service on Customer's Premises. Until such time that cellular service is installed, or where cellular service is otherwise unavailable, Customer shall install, provide, and maintain on the Premises at a location specified by Company such telephone equipment and service as required for Company's gas measurement equipment and related communications equipment. If Customer's telephone line is deemed inadequate or unreliable for purposes of providing measurement data, and cellular service is unavailable, Company may require Customer to provide a dedicated telephone line in order to continue Transportation Service under this Rate Schedule.

Company shall post preliminary Customer usage throughout the month on its Gas Tracking System ("GTS") as soon as practicable the day after the end of the Gas Day, and the Company will endeavor to do so by 10:30 a.m. Central Clock Time. Preliminary Customer usage will be posted on a best

RATE 345
LARGE GENERAL TRANSPORTATION SERVICE

efforts basis and, even in the absence of such posting, shall not be considered reflective of the actual usage to be used for billing purposes.

If the measurement equipment fails to register or registers incorrectly, Company will estimate as accurately as is practicable, the quantity of gas delivered. Customer will pay for Gas Service provided based on such estimate(s), in accordance with the terms and provisions of this Tariff for Gas Service.

CURTAILMENT

Customer shall limit gas usage as directed by Company pursuant to the Curtailment Procedures on file with the Commission. Except in emergencies, Company will endeavor to give at least four (4) hours advance notice of such Curtailment. Company shall not be liable in damages or otherwise to Customer for any loss of production or due to the lack of advance notice to Customer.

If Customer uses gas in excess of the volume authorized during any Curtailment Period, an Unauthorized Gas Usage Charge as set forth in Sheet No. 30, Miscellaneous Charges, shall be assessed to Customer. In the event Customer fails to comply with Company's Curtailment, Company reserves the right to discontinue Gas Service to Customer.

CREDITWORTHINESS EVALUATION

Company shall perform a creditworthiness evaluation of Customer consistent with Company's standard creditworthiness evaluation practices, including an assessment of the credit risk exposure resulting from, but not limited to, distribution rates and charges, imbalance cashout charges, interstate pipeline capacity charges, pipeline cashout charges, pipeline penalty charges, reservation charges, and any other amounts owed to Company. If at any time Company determines that the credit risk exposure is greater than any unsecured credit that may be granted resulting from the creditworthiness evaluation, Customer must provide Company with adequate Financial Assurance to cover the difference between the credit risk exposure and any unsecured credit granted prior to, or to continue, receiving service. The provisions of this Rate Schedule and Contract between Company and Customer shall govern Company's creditworthiness requirements and procedures.

INTERIM PREPAID SUPPLY SERVICE

In the event Customer is temporarily unable to obtain supply from a Supplier or Pool Operator, Customer may request that Company attempt to secure interim supply. If interim supply is available, Company shall have no obligation to secure it unless Customer first executes a written agreement with Company and prepays for such service in full. Such service may be provided on an interruptible basis for a term not to exceed two (2) months, unless a commercially reasonable longer term is mutually agreed upon in writing. Customer shall be responsible for meeting all creditworthiness requirements as determined by Company and for all costs incurred by Company associated with such supply, including, without limitation, pre-payment to Company for gas supply and any other related costs incurred by Company. The price of gas costs will be at the then-current market price and the Company will not provide any discounts on the cost of gas or otherwise implement this provision in a way that would subsidize other service to Customer.

RATE 360
LARGE VOLUME TRANSPORTATION SERVICE

APPLICABILITY

This Rate Schedule shall be applicable to any Non-Residential Customer that has an Annual Usage greater than 500,000 Billing Ccf and less than 6,000,000 Billing Ccf, or has a Maximum Daily Usage of 10,000 Billing Ccf or greater, when, in the judgment of Company, its service facilities are adequate to render Gas Service to Customer without impairing the quality of Company's Gas Service to other Customers.

Gas Service rendered under this Rate Schedule shall be subject to Company's General Terms and Conditions included in this Tariff for Gas Service, Transportation Terms and Conditions (Large Transportation Service) in Sheet No. 50, the Nomination and Balancing Provision (Large Transportation Service) in Sheet No. 51, and the Commission's Regulations.

In addition, Large Transportation Customer receiving service hereunder that has not joined a Pool will also be required to receive service under Rate 380, Pooling Service. Nothing in Rate 360 restricts a customer's right to select a supplier or Pool Operator.

CHARACTER OF SERVICE

This Rate Schedule applies to the provision of Transportation Service.

Interim Prepaid Supply Service as described below may also be provided under this Rate Schedule at Company's sole discretion. Gas Service provided hereunder shall be metered separately and all charges shall be calculated separately from Gas Service provided under any other Rate Schedule. The delivery pressure to Customer shall be that which is available at Customer's Premises.

Company shall provide Transportation Service from existing pipeline delivery points specified by Company to Customer on a non-discriminatory basis subject to the capacity of Company's Operational Systems.

RATES AND CHARGES

The monthly Rates and Charges for Gas Service under this Rate Schedule shall be:

Customer Charge (regardless of usage):
$625.50 per meter

Volumetric Charge:
$0.13930 per Ccf for the first 50,000 of Billing Ccf, plus
$0.12413 per Ccf for the next 150,000 of Billing Ccf, plus
$0.07438 per Ccf for all Billing Ccf over 200,000 Billing Ccf

Riders:
The following Riders shall be applied monthly:

- Sheet No. 32 - Capital Expenditure Program Rider
- Sheet No. 33 - Tax Adjustment Rider
- Sheet No. 37 - Gross Receipts Excise Tax Rider
- Sheet No. 42 - S.B. 287 Excise Tax Rider
- Sheet No. 45 - Distribution Replacement Rider
- Sheet No. 48 - Infrastructure Development Rider

.

RATE 360
LARGE VOLUME TRANSPORTATION SERVICE

Minimum Monthly Charge:
The Minimum Monthly Charge shall be the Customer Charge plus applicable Riders

Additional Charges:
Costs and charges for service under this Rate Schedule are subject to modification and may include additional costs and charges that the Commission may authorize.

Competitive Flexibility:
The above Rates and Charges may be reduced, in Company's reasonable discretion, as necessary to retain or attract Customer's gas load.

Miscellaneous Charges: The Miscellaneous Charges set forth in Sheet No. 30, Miscellaneous Charges, shall be charged to Customer if applicable.

CONTRACT

Customer must contract for Gas Service under this Rate Schedule for at least a term of two (2) years; a longer term may be required to the extent necessary, in the judgment of Company, to justify the construction and other incremental costs required to supply the Gas Service.

The maximum delivery charge for all deliveries by Company to Customer of Customer-owned gas under this provision will be equal to the Large Volume Transportation Service, Rate 360, base rate then in effect. When a Customer can demonstrate to the Company and requests that a charge lower than the maximum delivery charge is necessary because of competition from a pipeline, distribution system or non natural gas fuel source, then the Company may charge a rate lower than the maximum delivery charge for all deliveries, and may also include a revenue guarantee, adequate assurance of payment, and any other commercially reasonable terms mutually agreed upon by Company and Customer.

The minimum rate shall not be less than the variable cost of providing service hereunder plus some contribution to total Company fixed costs. Unless otherwise agreed by Company and Customer, Customer shall pay the maximum rate for all volumes delivered hereunder.

MEASUREMENT REQUIREMENT

For purposes of permitting daily meter reading, Company shall, where available, install, provide, and maintain cellular equipment and service on Customer's Premises. Until such time that cellular service is installed, or where cellular service is otherwise unavailable, Customer shall install, provide, and maintain on the Premises at a location specified by Company such telephone equipment and service as required for Company's gas measurement equipment and related communications equipment. If Customer's telephone line is deemed inadequate or unreliable for purposes of providing measurement data, and cellular service is unavailable, Company may require Customer to provide a dedicated telephone line in order to continue Transportation Service under this Rate Schedule.

Company shall post preliminary Customer usage throughout the month on its Gas Tracking System ("GTS") as soon as practicable the day after the end of the Gas Day, and Company will endeavor to do so by 10:30 a.m. Central Clock Time. Preliminary Customer usage will be posted on a best efforts

RATE 360
LARGE VOLUME TRANSPORTATION SERVICE

basis and, even in the absence of such posting, shall not be considered reflective of the actual usage to be used for billing purposes.

If the measurement equipment fails to register or registers incorrectly, Company will estimate as accurately as is practicable, the quantity of gas delivered. Customer will pay for Gas Service provided based on such estimate(s), in accordance with the terms and provisions of this Tariff for Gas Service.

CURTAILMENT

Customer shall limit gas usage as directed by Company pursuant to the Curtailment Procedures on file with the Commission. Except in emergencies, Company will endeavor to give four (4) hours advance notice of such Curtailment. Company shall not be liable in damages or otherwise to Customer for any loss of production or due to the lack of advance notice to Customer.

If Customer uses gas in excess of the volume authorized during any Curtailment Period, an Unauthorized Gas Usage Charge as set forth in Sheet No. 30, Miscellaneous Charges, shall be assessed to Customer. In the event Customer fails to comply with Company's Curtailment, Company reserves the right to discontinue Gas Service to Customer.

CREDITWORTHINESS EVALUATION

Company shall perform a creditworthiness evaluation of Customer consistent with Company's standard creditworthiness evaluation practices, including an assessment of the credit risk exposure resulting from, but not limited to, distribution rates and charges, imbalance cashout charges, interstate pipeline capacity charges, pipeline cashout charges, pipeline penalty charges, reservation charges, and any other amounts owed to Company. If at any time Company determines that the credit risk exposure is greater than any unsecured credit that may be granted resulting from the creditworthiness evaluation, Customer must provide Company with adequate Financial Assurance to cover the difference between the credit risk exposure and any unsecured credit granted prior to, or to continue, receiving service. The provisions of this Rate Schedule and Contract between Company and Customer shall govern Company's creditworthiness requirements and procedures.

INTERIM PREPAID SUPPLY SERVICE

In the event Customer is temporarily unable to obtain supply from a Supplier or Pool Operator, Customer may request that Company attempt to secure interim supply. If interim supply is available, Company shall have no obligation to secure it unless Customer first executes a written agreement with Company and prepays for such service in full. Such service may be provided on an interruptible basis for a term not to exceed two (2) months, unless a commercially reasonable longer term is mutually agreed upon in writing. Customer shall be responsible for meeting all creditworthiness requirements as determined by Company and for all costs incurred by Company associated with such supply, including, without limitation, pre-payment to Company for gas supply and any other costs related to costs incurred by Company. The price of gas costs will be at the then-current market price and the Company will not provide any discounts on the cost of gas or otherwise implement this provision in a way that would subsidize other service to Customer.

RATE 375
CONTRACT TRANSPORTATION SERVICE

APPLICABILITY

This Rate Schedule shall be applicable to any Non-Residential Customer that has an Annual Usage of 6,000,000 Billing Ccf or greater, when, in the judgment of Company, its service facilities are adequate to render Gas Service to Customer without impairing the quality of Company's Gas Service to other Customers.

Gas Service rendered under this Rate Schedule shall be subject to Company's General Terms and Conditions included in this Tariff for Gas Service, Transportation Terms and Conditions (Large Transportation Service) in Sheet No. 50, the Nomination and Balancing Provision (Large Transportation Service) in Sheet No. 51, and the Commission's Regulations.

In addition, Large Transportation Customer receiving service hereunder that has not joined a Pool will also be required to receive service under Rate 380, Pooling Service. Nothing in Rate 375 restricts a customer's right to select a supplier or Pool Operator.

CHARACTER OF SERVICE

This Rate Schedule applies to the provision of Transportation Service.

Interim Prepaid Supply Service as described below may also be provided under this Rate Schedule at Company's sole discretion. Gas Service provided hereunder shall be metered separately and all charges shall be calculated separately from Gas Service provided under any other Rate Schedule. The delivery pressure to Customer shall be that which is available at Customer's Premises.

Company shall provide Transportation Service from existing pipeline delivery points specified by Company to Customer on a non-discriminatory basis subject to the capacity of Company's Operational Systems.

RATES AND CHARGES

The monthly Rates and Charges for Gas Service under this Rate Schedule shall be:

Customer Charge (regardless of usage):
$1,750.00 per meter

Volumetric Charge:
$0.10451 per Ccf for the first 400,000 of Billing Ccf, plus
$0.09406 per Ccf for the next 800,000 of Billing Ccf, plus
$0.06663 per Ccf for the next 1,250,000 of Billing Ccf, plus
$0.05553 per Ccf for all Billing Ccf over 2,450,000 Billing Ccf

Riders:
The following Riders shall be applied monthly:

- Sheet No. 32 - Capital Expenditure Program Rider
- Sheet No. 33 - Tax Adjustment Rider
- Sheet No. 37 - Gross Receipts Excise Tax Rider
- Sheet No. 42 - S.B. 287 Excise Tax Rider
- Sheet No. 45 - Distribution Replacement Rider
- Sheet No. 48 - Infrastructure Development Rider

RATE 375
CONTRACT TRANSPORTATION SERVICE

Minimum Monthly Charge:
The Minimum Monthly Charge shall be the Customer Charge plus applicable Riders.

Additional Charges:
Costs and charges for service under this Rate Schedule are subject to modification and may include additional costs and charges that the Commission may authorize.

Competitive Flexibility:
The above Rates and Charges may be reduced, in Company's reasonable discretion, as necessary to retain or attract Customer's gas load.

Miscellaneous Charges: The Miscellaneous Charges set forth in Sheet No. 30, Miscellaneous Charges, shall be charged to Customer if applicable.

CONTRACT

To qualify for this Rate 375, Customer must enter into a written contract with Company that specifies the terms and conditions for Gas Service to be provided under this Rate Schedule. The contract must have a term of at least five (5) years. Customer must also agree that during the term of a written contract for Gas Service to be provided under this Rate Schedule, Customer will not bypass Company's system via a direct or indirect interconnection with another transporter or distributor of Gas Service or displace or substantially reduce Company's provision of Gas Service to Customer through the use of an energy source other than natural gas.

The maximum delivery charge for all deliveries by Company to Customer of Customer-owned gas under this provision will be equal to the Contract Transportation Service, Rate 375, base rate then in effect. When a Customer can demonstrate to the Company and requests that a charge lower than the maximum delivery charge is necessary because of competition from a pipeline, distribution system or non natural gas fuel source, then the Company may charge a rate lower than the maximum delivery charge for all deliveries, and may also include a revenue guarantee, adequate assurance of payment, and any other commercially reasonable terms mutually agreed upon by Company and Customer.

The minimum rate shall not be less than the variable cost of providing service hereunder plus some contribution to total Company fixed costs. Unless otherwise agreed by Company and Customer, Customer shall pay the maximum rate for all volumes delivered hereunder.

MEASUREMENT REQUIREMENT

For purposes of permitting daily meter reading, Company shall, where available, install, provide, and maintain cellular equipment and service on Customer's Premises. Until such time that cellular service is installed, or where cellular service is otherwise unavailable, Customer shall install, provide, and maintain on the Premises at a location specified by Company such telephone equipment and service as required for Company's gas measurement equipment and related communications equipment. If Customer's telephone line is deemed inadequate or unreliable for purposes of providing measurement data, and cellular service is unavailable, Company may require Customer to provide a dedicated telephone line in order to continue Transportation Service under this Rate Schedule.

.

RATE 375
CONTRACT TRANSPORTATION SERVICE

Company shall post preliminary Customer usage throughout the month on its Gas Tracking System ("GTS") as soon as practicable the day after the end of the Gas Day, and Company will endeavor to do so by 10:30 a.m. Central Clock Time. Preliminary Customer usage will be posted on a best efforts basis and, even in the absence of such posting, shall not be considered reflective of the actual usage to be used for billing purposes.

If the measurement equipment fails to register or registers incorrectly, Company will estimate as accurately as is practicable, the quantity of gas delivered. Customer will pay for Gas Service provided based on such estimate(s), in accordance with the terms and provisions of this Tariff for Gas Service.

CURTAILMENT

Customer shall limit gas usage as directed by Company pursuant to the Curtailment Procedures on file with the Commission. Except in emergencies, Company will endeavor to give four (4) hours advance notice of such Curtailment. Company shall not be liable in damages or otherwise to Customer for any loss of production or due to the lack of advance notice to Customer.

If Customer uses gas in excess of the volume authorized during any Curtailment Period, an Unauthorized Gas Usage Charge as set forth in Sheet No. 30, Miscellaneous Charges, shall be assessed to Customer. In the event Customer fails to comply with Company's Curtailment, Company reserves the right to discontinue Gas Service to Customer.

CREDITWORTHINESS EVALUATION

Company shall perform a creditworthiness evaluation of Customer consistent with Company's standard creditworthiness evaluation practices, including an assessment of the credit risk exposure resulting from, but not limited to, distribution rates and charges, imbalance cashout charges, interstate pipeline capacity charges, pipeline cashout charges, pipeline penalty charges, reservation charges, and any other amounts owed to Company. If at any time Company determines that the credit risk exposure is greater than any unsecured credit that may be granted resulting from the creditworthiness evaluation, Customer must provide Company with adequate Financial Assurance to cover the difference between the credit risk exposure and any unsecured credit granted prior to, or to continue, receiving service. The provisions of this Rate Schedule and Contract between Company and Customer shall govern Company's creditworthiness requirements and procedures.

INTERIM PREPAID SUPPLY SERVICE

In the event Customer is temporarily unable to obtain supply from a Supplier or Pool Operator, Customer may request that Company attempt to secure interim supply. If interim supply is available, Company shall have no obligation to secure it unless Customer first executes a written agreement with Company and prepays for such service in full. Such service may be provided on an interruptible basis for a term not to exceed two (2) months, unless a commercially reasonable longer term is mutually agreed upon in writing. Customer shall be responsible for meeting all creditworthiness requirements as determined by Company and for all costs incurred by Company associated with such supply, including, without limitation, pre-payment to Company for gas supply and any other costs related to costs incurred by Company. The price of gas costs will be at the then-current market price and the Company will not provide any discounts on the cost of gas or otherwise implement this provision in a way that would subsidize other service to Customer.

RATE 380
POOLING SERVICE
(LARGE TRANSPORTATION CUSTOMERS)

APPLICABILITY

This Pooling Service is applicable to:

(1) Any Pool Operator approved pursuant to the provisions of this rate schedule to manage gas supplies for General Transportation Service Schools Rate 325S and Large Transportation Customers served under Rate 345, Rate 360, and/or Rate 375; and

(2) Any Large Transportation Customer that does not join a Pool and manages its own gas supplies. Such Large Transportation Customer, for purposes of this Rate Schedule, shall be referred to as a Pool Operator, and references to the usage requirements of Pool Customer(s) shall refer to such Customer's usage requirements.

Gas Service rendered under this Rate Schedule shall be subject to Company's General Terms and Conditions, Transportation Terms and Conditions (Large Transportation Service) contained in Sheet No. 50, and Nomination and Balancing Provisions (Large Transportation Service) contained in Sheet No. 51 included in this Tariff for Gas Service, and Commission's Regulations, as well as the applicable provisions of the Pooling Agreement.

Pool Operator warrants that all gas delivered by or on behalf of Transportation Customer(s) shall meet the quality, pressure, heating value, and other quality specifications of the applicable FERC Gas Tariff of the interstate gas pipeline delivering said gas to Company.

CHARACTER OF SERVICE

This Rate Schedule applies to the provision of Pooling Service for Rate 325S General Transportation Service Schools, and Rates 345, 360, and 375 Large Transportation Customers. Pool Operators are subject to provisions of this Rate Schedule.

Pool Operator shall deliver to Company gas supplies needed to satisfy the daily and monthly usage requirements of Pool Operator's Pool Customers in accordance with the requirements set forth in this Rate Schedule, Nomination and Balancing Provisions (Large Transportation Service) contained in Sheet No. 51, and in the Pooling Agreement described in this Rate Schedule. Pooling will not be permitted across multiple Operational Systems unless approved in writing in advance by Company.

Pool Operator shall provide nominations for its Pool Customers' deliveries. For purposes of calculating daily and monthly imbalances, the usages of all Customers within a Pool will be combined into a single Pool usage total, which will be matched against the Pool Operator's total pipeline deliveries for such Pool.

Pool Operator shall be responsible for complying with Operational Flow Orders, daily and monthly balancing, and the payment of any Daily and Monthly Imbalance Charges. General Transportation Service School Customer and Large Transportation Customer shall remain responsible for all charges under Rate 325S, 345, 360, or 375, as applicable.

RATE 380
POOLING SERVICE
(LARGE TRANSPORTATION CUSTOMERS)

CHARGES

Pool Operator's Bill shall be rendered monthly, and shall consist of the following charges, as applicable:

Nomination and Balancing Charges: All nomination and balancing charges and imbalance trading charges associated with Pool Operator's Pool, including those listed in Sheet No. 51, Nomination and Balancing Provisions (Large Transportation Service), shall be billed to Pool Operator each month.

Related Charges:
Pool Operator shall reimburse Company for all charges and costs incurred in connection with interstate pipeline transportation of Pool Operator-Delivered Gas including, but not limited to, any gas costs, penalty charges, or cashouts.

Riders: The following Riders shall be applied monthly:

- Sheet No. 37 - Gross Receipts Excise Tax Rider

Miscellaneous Charges:
The Miscellaneous Charges set forth in Sheet No. 30, Miscellaneous Charges, shall be charged to Pool Operator if applicable.

PROVISIONS AND REQUIREMENTS FOR LARGE TRANSPORTATION CUSTOMER PARTICIPATION

Large Transportation Customers including those defined as Pool Operators for purposes of this Rate Schedule shall comply with the following provisions and requirements:

Agreement:
Large Transportation Customer shall execute an agency agreement with Company that designates its selected Pool Operator from a list of available Company-approved Pool Operators that have signed Pooling Agreements with Company and who comply with the provisions of this Rate Schedule. Such elections will carry over from month to month unless changed pursuant to the terms of the agency agreement.

Initiation of Pooling Service:
Large Transportation Customer that desires to receive service under this Rate Schedule shall first satisfy all applicable requirements, including execution and Company acceptance of any required agreements. Once Company determines that these requirements have been met, service under this Rate Schedule will occur effective on the first calendar day of the following month as pursuant to the terms of the agency agreement.

Large Transportation Customer's past due charges must be cured prior to joining a Pool Operator's Pool and prior imbalances, if any, are not transferable to a new Pool.

PROVISIONS AND REQUIREMENTS FOR POOL OPERATOR PARTICIPATION

Pool Operator shall comply with the following provisions and requirements:

Agreement:
Pool Operator must enter into an applicable written Pooling Agreement with Company, which sets forth specific covenants and obligations undertaken by Company and Pool Operator under this Rate Schedule on behalf of the Pool's Customer(s). The Pooling Agreement shall have an initial term of not

RATE 380
POOLING SERVICE
(LARGE TRANSPORTATION CUSTOMERS)

less than one (1) year and shall automatically extend for succeeding annual terms thereafter subject to cancellation by either party after written notice submitted not less than six (6) months in advance of the end of the initial term or any succeeding annual term unless otherwise mutually agreed upon.

However, in no event shall the Pooling Agreement expire during the Winter Season, unless such Winter Season termination date is mutually agreed upon, or Pool Operator fails to perform its responsibilities hereunder and Company elects to terminate Pool Operator's participation hereunder.

Creditworthiness Standards and Requirements:
In order to qualify for participation in the Pooling Program, Pool Operator must:
(1) Complete and sign Company's Pool Operator Registration Form and Credit Application;
(2) Sign Company's Pooling Agreement;
(3) Adhere to the credit requirements set forth in the Pooling Agreement; and
(4) Provide any Financial Assurance as determined by any initial or ongoing credit evaluation performed by Company.

As noted, Pool Operator's creditworthiness will be evaluated by Company prior to its participation in the Pooling Program, and if successful in becoming a Pool Operator, on an ongoing basis thereafter. Company will apply, on a non-discriminatory basis, reasonable financial standards to assess the Pool Operator's creditworthiness, scope of operations, and level of risk to the Company. Based on such evaluation, Pool Operator's level of participation may be increased or decreased, additional security may be required, or Pool Operator may be removed from further participation in the Pooling Service. While Company shall determine creditworthiness, it will not deny Pool Operator's participation in the Pooling Service without reasonable cause.

The provisions of the Rate Schedule and Pooling Agreement shall govern Company's creditworthiness requirements and procedures.

Nomination and Balancing Provisions:
Pool Operator shall be subject to the Nomination and Balancing Provisions (Large Transportation Service) in Sheet No. 51.

Curtailment Procedures:
Pool Operator shall be subject to the Curtailment Procedures on file with the Commission.

Required Regulatory Approvals:
Pool Operator must have obtained all required regulatory approvals related to the transportation of Pool Operator-Delivered Gas.

RATE 385
CHOICE SUPPLIER POOLING SERVICE

APPLICABILITY

This Pooling Service is applicable to any Company-approved Choice Supplier delivering firm gas supplies to Company's Operational System on behalf of Customers receiving Residential Transportation Service under Rate 315 or General Transportation Service under Rate 325. For purposes of this Rate Schedule, references to Choice Supplier also include a Governmental Aggregator delivering firm gas supplies to Company's Operational Systems on behalf of Customers receiving Residential Transportation Service under Rate 315 or General Transportation Service under Rate 325.

Several terms and conditions contained within this Rate Schedule differ depending on whether a Choice Supplier Pool is comprised entirely of Non-Mercantile Customers, or if such Pool contains any Mercantile Customers. As appropriate, the various sections within this Rate Schedule shall identify such differing requirements.

This Rate Schedule shall be subject to Company's General Terms and Conditions included in this Tariff for Gas Service, Choice Supplier Pooling Service Terms and Conditions in Sheet No. 52, and the Commission's Regulations, as well as the applicable provisions of the Choice Supplier Pooling Agreement.

CHARACTER OF SERVICE

This Rate Schedule applies to the provision of Pooling Service for Rate 315 or Rate 325 Customers. Choice Supplier shall deliver to Company gas supplies needed to satisfy the usage requirements of Choice Supplier's Pool Customers.

MONTHLY STATEMENT

Choice Supplier's monthly statement shall reflect the following fees, charges, and credits, as applicable:

Choice Eligible Customer Account List Fee:
Company shall make available to Choice Suppliers an electronic list of Customer accounts eligible to participate in such Program as defined in Section 4929.22-(B) of the Revised Code. Under the annual option, $0.08 shall be charged for each account included on the initial list, with updated lists provided during the three (3) subsequent quarters at no additional cost. The charge per account for any requests for the Customer account list beyond what is included in the annual option will be $0.05 per account. Choice Eligible Customer account lists may only be used by Company-approved Choice Supplier or Governmental Aggregator for purposes related to the provision of gas supply services to Customer.

Nomination Error Charge:
$0.50 per Dth applied to the difference between Choice Supplier's daily pipeline nomination volume submitted by Supplier to Company on its Gas Tracking System ("GTS") and the pipeline daily confirmed volume delivered to Company, for each day of difference. The charge also applies to the differences in volumes arising from failures to nominate, including off-system Columbia storage withdrawals, and nominations indicating incorrect information, such as incorrect pipeline, city gate, or contract number. The charge will not be assessed if differences are due to the reduction of pipeline deliveries by pipeline, or volumes allocated to Choice Supplier(s) by an interstate pipeline when no balancing agreement is in place between pipeline and Company. Choice Supplier is responsible for identifying and correcting all nomination errors or changes to pipeline nominations.

RATE 385
CHOICE SUPPLIER POOLING SERVICE

DDQ Non-Compliance Charge:
$15.00 per Dth on days in which no Operational Flow Order ("OFO") is in effect (provided no alternate arrangements are made with Company) applied to the daily difference between the Pool's DDQ and aggregate deliveries.

City Gate Allocation Non-Compliance Charge:
$5.00 per Dth for any daily city gate nomination less than the minimum or greater than the maximum city gate allocation requirement.

OFO Non-Compliance Charge:
In the event of a Company issued Operational Flow Order ("OFO"), a $35.00 per Dth charge shall be assessed on any volumes over, under, or otherwise inconsistent with, the applicable restrictions specified by Company in the OFO notice.

Storage Non-Compliance Charge:
A charge per Dth shall be assessed for any volumes less than or greater than the Company-established minimum or maximum daily storage injection and withdrawal requirements, or any volumes less than the minimum storage inventory quantity requirement. The charge shall be $35.00 per Dth per occurrence, and Choice Supplier may be considered in default, at the sole discretion of Company, after the fifth occurrence during the 12-month period beginning April 1 of each year. In the event that Columbia allows daily over-injection or over-withdrawal rights, Company shall not impose the Storage Non-Compliance Charge on any injected or withdrawn volumes that are greater than the maximum daily injection and withdrawal limits set by Company.

Monthly Volume Reconciliation Amount:
Charge or credit as determined by the Monthly Volume Reconciliation as set out in Sheet No. 52.

Peaking Supplies Charge:
The cost of Peaking Supplies provided by Company for Choice Supplier's Pool as set forth in the Allocation of Peaking Supplies section of Sheet No. 52.

Meter Operator Charges:
Choice Supplier shall reimburse Company for penalties Company incurs as meter operator. Penalties will be assessed to each Choice Supplier in proportion to its contribution to the violation.

System Balancing Amount:
Gas cost charges or credits associated with Pool Operators', Choice Suppliers', and SCO Suppliers' daily and monthly imbalance Cashouts. The following Charges will also be credited to Choice Suppliers and SCO Suppliers: Nomination Error Charges, City Gate Allocation Non-Compliance Charges, and the non-gas portions of all imbalance Cashouts. Company will not retain amounts associated with Nomination and Balancing Provisions Charges, except as necessary to offset pipeline penalties.

POLR Amount:
Any credits payable to Choice Supplier for providing Provider of Last Resort services.

Customer Billing Amount:
Choice commodity amounts billed to Choice Customers by Company on behalf of Choice Supplier.

RATE 385
CHOICE SUPPLIER POOLING SERVICE

Pipeline Delivery Point Balancing Amount:
Charges or credits associated with pipeline delivery point cashouts, OBA settlements, or other related costs allocated to Choice Supplier.

Additional Service Charges:
Fees and Charges for any other service shall be established by Company and assessed on a non-discriminatory basis. If Choice Supplier desires a billing service or custom rate that is not readily available in Company's billing system, and provided that such service or customer rate may be feasibly provided, Choice Supplier and Company shall negotiate a fee that shall include all programming and other costs associated with implementing such custom billing requirements.

Pipeline Invoice Charge:
Charges or credits reflecting the difference between interstate pipeline charges and the actual credits received, on capacity released to Choice Supplier via mandatory capacity release.

Related Charges:
Choice Supplier shall reimburse Company for all charges and costs incurred in connection with interstate pipeline transportation of Choice Supplier-Delivered Gas including, but not limited to, any gas costs, penalty charges, or cashouts.

Riders:
The following Riders shall be applied monthly; as applicable:

- Sheet No. 37 - Gross Receipts Excise Tax Rider

Miscellaneous Charges:
The Miscellaneous Charges set forth in Sheet No. 30, Miscellaneous Charges, shall be charged to Choice Supplier if applicable.

REQUIREMENTS FOR CHOICE SUPPLIER PARTICIPATION

In order to qualify for participation and become an approved Choice Supplier under the Pooling Program, Choice Supplier applicant must do all the following:

(1) Complete and sign Company's Choice Supplier Registration Form and Credit Application;
(2) Sign Company's Choice Supplier Pooling Agreement;
(3) Pay a $1,000 fee for Company to obtain and maintain a first priority perfected Uniform Commercial Code - 1 ("UCC-1") lien and related administrative procedures;
(4) Remit a $3,000 deposit for Electronic Data Interchange ("EDI") testing and successfully complete EDI testing requirements;
(5) Maintain comparable firm capacity as set out in the Choice Supplier Pooling Service Terms and Conditions;
(6) Adhere to the terms and conditions of this Rate Schedule, Choice Pooling Agreement with Company, and any other applicable provisions of Company's Tariff;
(7) Maintain a computer and internet connection necessary to access Company's GTS;
(8) Attend a training session on the Company's gas transportation program;

RATE 385
CHOICE SUPPLIER POOLING SERVICE

(9) Become an approved bidder on the Company's pipelines, provide an up to date and accurate Dun & Bradstreet D-U-N-S® Number (or a successor program offered by Dun & Bradstreet), or provide the Company with information equivalent to a Dun & Bradstreet D-U-N-S® Number from an alternative source by the Company or an alternative type of information satisfactory to the Company;
(10) Provide Choice Supplier's public PGP encryption keys to the Company; and
(11) Provide a copy of, and maintain thereafter, the certificate demonstrating that Choice Supplier applicant is certified by the PUCO to provide retail natural gas service.

If Choice Supplier applicant is approved to participate in the Choice Program and begins serving Choice customers within sixty (60) days of approval, the EDI testing deposit will be refunded without interest. However, if Choice Supplier applicant is not approved to participate in the Choice Program or does not begin serving Choice customers within sixty (60) days of approval, Company shall retain the deposit and apply it to general revenues.

Within sixty (60) days of receiving approval to participate in the Choice Program, Choice Supplier must achieve, and maintain thereafter, a minimum customer base of at least one hundred (100) active Customers or a sales forecast of ten thousand (10,000) Mcf of annual projected Customer sales ("Minimum Requirements"). If Choice Supplier does not achieve or maintain the Minimum Requirements, the Company may take necessary actions, including but not limited to, providing notice to Choice Supplier of non-compliance, requesting within ten (10) days the Choice Supplier's plan to return to compliance, and initiating steps to terminate the Choice Supplier.

Choice Suppliers will be evaluated by Company at least annually to determine if further credit assurance beyond the UCC-1 lien is necessary. Company will apply, on a non-discriminatory basis, reasonable financial standards to assess the Choice Supplier's creditworthiness, scope of operations, and level of risk to the Company. The provisions of this Rate Schedule and Choice Supplier Pooling Agreement between Company and Choice Supplier shall govern Company's creditworthiness requirements and procedures.

Choice Suppliers will be removed from the Choice Program if PUCO certification is rescinded, not maintained, abandoned, or otherwise removed or invalidated. Choice Suppliers may be removed if Choice Supplier's customer base or annual sales forecast falls below the Minimum Requirements; Choice Supplier fails to establish sufficient creditworthiness; Choice Supplier fails to meet the Requirements for Choice Supplier Participation within sixty (60) days; or Choice Supplier otherwise materially fails to comply with the requirements of this Rate Schedule, other applicable provisions of Company's Tariff, its Contract with Company, or the statutes and regulations applicable to retail natural gas suppliers and service. The foregoing acts or failures to act may be considered material acts of default under Chapter 4901:1-27 OAC.

If Choice Supplier's participation in the Program was previously terminated due to Choice Supplier's default or for any other reason, Choice Supplier will not be eligible to participate for a period of six (6) months. In addition, Choice Supplier in its new application shall provide information acceptable to Company that such cause for termination has been corrected and will be avoided in the future.

Company shall maintain a list of Choice Suppliers currently meeting the requirements for Program participation and shall make such list available by request and via Company's website.

RATE 385
CHOICE SUPPLIER POOLING SERVICE

AGREEMENT

Pursuant to Rule 4901:1-13-14(B) OAC, Choice Supplier must enter into a written Choice Supplier Pooling Agreement with Company which sets forth specific covenants and obligations undertaken by Company and Choice Supplier under this Rate Schedule on behalf of its Pool Customers. The Choice Supplier Pooling Agreement shall have an initial term of not less than one (1) year and shall automatically extend for succeeding annual terms thereafter subject to cancellation by either party pursuant to the provisions of the Agreement. However, in no case shall any service pursuant to the Agreement be terminated during the Winter Season unless termination mutually agreed upon or otherwise permitted under the Agreement or any provision of this Tariff. Company shall have the right to terminate at any time after providing thirty (30) days written notice if Choice Supplier has not obtained or retained the minimum number of enrollments or volumes, or if Choice Supplier fails any subsequent creditworthiness evaluations and Choice Supplier has not taken the necessary steps to cure the failure.

RATE 396
SCO SUPPLIER SERVICE

APPLICABILITY

This Service is applicable to any Company-approved SCO Supplier delivering firm gas supplies to Company's Operational Systems for Customers receiving service under Rates 310, 311, 320, and 321.

This Rate Schedule shall be subject to Company's General Terms and Conditions included in this Tariff for Gas Service, SCO Supplier Terms and Conditions in Sheet No. 56, and Commission's Regulations, as well as the applicable provisions of the SCO Supplier Agreement.

CHARACTER OF SERVICE

This Rate Schedule applies to the provision of SCO and DSS Supply. SCO Supplier shall deliver to Company gas supplies needed to satisfy the usage requirements of SCO Supplier's Customers and a proportionate share of DSS usage requirements, all in accordance with the rules set forth in this Rate Schedule, the SCO Supplier Service Terms and Conditions contained in Sheet No. 56, and the SCO Supplier Agreement described in this Rate Schedule.

MONTHLY STATEMENT

SCO Supplier's monthly statement shall reflect the following fees, charges, and credits, as applicable:

Nomination Error Charge:
$0.50 per Dth applied to the difference between SCO Supplier's daily pipeline nomination volume submitted by SCO Supplier to Company on its Gas Tracking System ("GTS") and the pipeline daily confirmed volume delivered to Company, for each day of difference. The charge also applies to the differences in volumes arising from failures to nominate including off-system Columbia storage withdrawals, and nominations indicating incorrect information, such as incorrect pipeline, city gate, or contract number. The charge will not be assessed if differences are due to the reduction of pipeline deliveries by pipeline, or volumes allocated to SCO Supplier(s) by an interstate pipeline when no balancing agreement is in place between pipeline and Company. SCO Supplier is responsible for identifying and correcting all nomination errors, or changes to pipeline nominations.

DDQ Non-Compliance Charge:
$15.00 per Dth on days in which no Operational Flow Order ("OFO") is in effect (provided no alternate arrangements are made with Company) applied to the daily difference between the Tranche's DDQ and aggregate deliveries.

City Gate Allocation Non-Compliance Charge:
$5.00 per Dth for any daily city gate nomination less than the minimum or greater than the maximum City Gate Allocations percentage requirement.

OFO Non-Compliance Charge:
In the event of a Company issued OFO, a $35.00 per Dth charge shall be assessed on any volumes over, under, or otherwise inconsistent with the applicable restrictions specified by Company in the OFO notice.

RATE 396
SCO SUPPLIER SERVICE

Storage Non-Compliance Charge:
A charge per Dth shall be assessed for any volumes less than or greater than the Company-established minimum or maximum daily storage injection and withdrawal requirements, or any volumes less than the minimum storage inventory quantity requirement. The charge shall be $35.00 per Dth per occurrence, and SCO Supplier may be considered in default, at the sole discretion of Company, after the fifth occurrence during the 12-month period beginning April 1 of each year. In the event that Columbia allows daily over-injection or over-withdrawal rights, Company shall not impose the Storage Non-Compliance Charge on any injected or withdrawn volumes that are greater than the maximum daily injection and withdrawal limits set by Company.

Monthly Reconciliation Amount:
Charge or credit as determined by the Monthly Volume Reconciliation as set out in Sheet No. 56.

Peaking Supplies Charge:
The cost of Peaking Supplies provided by Company for SCO Supplier's Tranche as set forth in the Allocation of Peaking Supplies section of Sheet No. 56.

Meter Operator Charges:
SCO Supplier shall reimburse Company for penalties Company incurs as meter operator. Penalties will be assessed to each SCO Supplier that contributed to the penalty in proportion to its contribution to the violation.

System Balancing Amount:
Gas cost charges or credits associated with Pool Operators', Choice Suppliers', and SCO Suppliers' daily and monthly imbalance Cashouts. The following Charges will also be credited to Choice Suppliers and SCO Suppliers: Nomination Error Charges, City Gate Allocation Non-Compliance Charges, and the non-gas portions of all imbalance Cashouts. Company will not retain amounts associated with Nomination and Balancing Provisions Charges, except as necessary to offset pipeline penalties.

POLR Amount:
Any credits payable to SCO Supplier for providing Provider of Last Resort services.

Customer Billing Amount:
SCO Price amounts billed to SCO Customers by Company on behalf of SCO Supplier.

Pipeline Delivery Point Balancing Amount:
Charges or credits associated with pipeline delivery point cashouts, OBA settlements, or other related costs allocated to SCO Supplier.

Pipeline Invoice Charge:
Charges or credits reflecting the difference between interstate pipeline charges and the actual credits received on capacity released to SCO Supplier via mandatory capacity release.

Related Charges:
SCO Supplier shall reimburse Company for all charges and costs incurred in connection with interstate pipeline transportation of SCO Supplier-Delivered Gas including, but not limited to, any gas costs, penalty charges, or cashouts.

RATE 396
SCO SUPPLIER SERVICE

Riders:
The following Riders shall be applied monthly, as applicable:

- Sheet No. 37 - Gross Receipts Excise Tax Rider

Miscellaneous Charges:
The Miscellaneous Charges set forth in Sheet No. 30, Miscellaneous Charges, shall be charged to SCO Supplier if applicable.

REQUIREMENTS FOR SCO SUPPLIER PARTICIPATION

In order to qualify for participation under the SCO Program, including any auction process, SCO Supplier applicant must:

(1) Complete and sign SCO Supplier Registration Form and Credit Application with Company;
(2) Sign Company's SCO Supplier Agreement, which among other items, provides Company a security interest in all SCO receivables;
(3) Provide any additional Financial Assurance as determined by ongoing credit evaluations performed by Company;
(4) Successfully pass Company's Electronic Data Interchange ("EDI") testing requirements;
(5) Maintain comparable firm capacity as set out in the SCO Supplier Terms and Conditions;
(6) Adhere to the terms and conditions of this Rate Schedule;
(7) Have a computer and internet access necessary to access Company's GTS;
(8) Attend a training session on the Company's gas transportation program;
(9) Become an approved bidder on the Company's pipelines and provide an up to date and accurate Dun & Bradstreet D-U-N-S® Number (or a successor program offered by Dun & Bradstreet), or provide the Company with information equivalent to a Dun & Bradstreet D-U-N-S® Number from an alternative source by the Company or an alternative type of information satisfactory to the Company;
(10) Provide SCO Supplier's public PGP encryption keys to the Company; and
(11) Maintain a certificate demonstrating that SCO Supplier is certified by the PUCO to provide retail natural gas service.

As noted, SCO Supplier's creditworthiness will be evaluated by Company prior to its participation in any SCO auction, and if successful in the auction, on an ongoing basis thereafter. Company will apply, on a non-discriminatory basis, reasonable financial standards to assess the SCO Supplier's creditworthiness, scope of operations, and level of risk to the Company. The provisions of this Rate Schedule and Contract between Company and SCO Supplier shall govern Company's creditworthiness requirements and procedures.

AGREEMENT

Pursuant to Rule 4901:1-13-14(B) OAC, SCO Supplier must enter into a written SCO Supplier Agreement with Company which shall set forth specific covenants and obligations undertaken by Company and SCO Supplier under this Rate Schedule. The SCO Supplier Agreement shall have a term consistent with the SCO Phase term as approved by the Commission.

MISCELLANEOUS CHARGES

APPLICABILITY

The following Miscellaneous Charges shall be applied to Customer's Bill if appropriate based on the referenced circumstances.

MISCELLANEOUS CHARGES

Charge	Reference	Amount
Gas Meter Testing Charge	(Sheet No. 62, Section 3.A.)	$ 40.00
Investigation Fee	(Sheet No. 63, Section 4.A.6.)	
Ordinary Investigation Fee		$125.00
Extensive Investigation Fee		$ 46.00 per hour worked
Reconnection Charge	(Sheet No. 62, Section 3.C., Sheet No. 63, Section 4.D., and Sheet No. 67, Section 8.D.)	
Reconnection at the meter		$ 70.00
Reconnection at the service line		$ 70.00

After Hours Charge:
When gas service is initially connected, reconnected, or disconnected outside of Normal Business Hours at Customer's request, Customer shall be charged an After Hours Charge of $36.00 in addition to any other applicable charges for each connection, reconnection, or disconnection.

Trip and Labor Charges:
Trip and Labor Charges shall be added to Customer's account when Customer requests Company to investigate "no gas" or "low pressure" circumstances at Customer's Premises when, upon investigation, the problem(s) causing the condition are not on Company's system. The charges that will apply are:

During Normal Business Hours	Outside of Normal Business Hours
$42.00	$165.00

MISCELLANEOUS CHARGES

Late Payment Charge:
Payment of the total amount due must be received by Company or an authorized agent by the due date shown on the Bill. If Customer, Pool Operator, Choice Supplier, or SCO Supplier does not pay the total amount due to Company by the due date shown, an additional amount equal to one and one-half percent (1.5%) of the total unpaid balance shall also become due and payable. This provision is not applicable to unpaid account balances of Customers enrolled in income payment plans pursuant to 4901:1-18-04 of the OAC, the collection of undercharges under ORC Section 4933.28, or other Company or PUCO approved payment plan arrangements.

Returned Payment Charge:
The Returned Payment Charge of $25.00 shall be added to Customer's account each time a payment is returned unpaid by the financial institution. Any Customer receiving a Bill from Company containing charges for more than one (1) Gas Service will be assessed a maximum of one (1) Returned Payment Charge per payment returned.

Unauthorized Gas Usage Charge:
Gas usage by Customer in excess of the quantity allowed pursuant to the Curtailment Procedures and any instructions provided by Company thereunder shall be considered Unauthorized Gas Usage and shall be subject to the Unauthorized Gas Usage Charge as indicated below:

(a) Rate 345, Rate 360, and Rate 375 Customers, when directed to reduce usage to their Plant Protection Level, shall be subject to an Unauthorized Gas Usage Charge for any volumes consumed greater than Customer's Plant Protection Level at (1) the rate included in a written contract for Gas Service between Company and Customer; or (2) a rate equal to three (3) times the Daily Midpoint Price per Dth (as converted to Billing Ccf) reported in Platts Daily in the table "Daily Price Survey" for delivery to (1) Columbia Gas, Appalachia; or (2) Texas Gas, Zone 1; or (3) ANR, La; or (4) Texas Eastern, ELA; or (5) Panhandle, Tx-Okla; or (6) REX Zone 3, delivered, whichever is highest, plus applicable variable costs including fuel retention, pipeline, and pipeline variable charges.

(b) If Pool Operator under Rate 380 delivers less gas to Company's system than the Pool Customers' collective Plant Protection Level, Pool Operator shall be subject to an Unauthorized Gas Usage Charge for the under-delivered volumes equal to the greater of (a) $35.00 per Dth or (b) a rate equal to three (3) times the Daily Midpoint Price per Dth (as converted to Billing Ccf) reported in Platts Daily in the table "Daily Price Survey" for delivery to (1) Columbia Gas, Appalachia; or (2) Texas Gas, Zone 1; or (3) ANR, La; or (4) Texas Eastern, ELA; or (5) Panhandle, Tx-Okla; or (6) REX Zone 3, delivered, whichever is highest, plus applicable variable costs, including fuel retention, pipeline, and pipeline variable charges and applicable OFO Non-Compliance charges.

(c) All other Customers, when directed to reduce usage to their Plant Protection Level if applicable, shall be subject to an Unauthorized Gas Usage Charge of $3 per Billing Ccf.

SUSPENDED
GAS COST RECOVERY RIDER

APPLICABILITY

The Gas Cost Recovery ("GCR") Rider is applicable to any Sales Service Customer.

This Rider is suspended indefinitely pursuant to the Company's Merchant Exit Transition Plan.

DESCRIPTION

The GCR Charge shall be the product of the billing Ccf and the GCR Rate.

The GCR Rate will be determined pursuant to the requirements of Chapter 4901:1-14 of the OAC.

GCR RATE

The GCR Rate for___20__ is $_/Ccf.

CAPITAL EXPENDITURE PROGRAM RIDER

APPLICABILITY

The Capital Expenditure Program ("CEP") Rider is applicable to any Customer served under the Rate Schedules identified below.

- Rate 310 - Residential Default Sales Service
- Rate 311 - Residential Standard Choice Offer Service
- Rate 315 - Residential Transportation Service
- Rate 320 - General Default Sales Service
- Rate 321 - General Standard Choice Offer Service
- Rate 325 - General Transportation Service
- Rate 325S - General Transportation Service Schools
- Rate 345 - Large General Transportation Service
- Rate 360 - Large Volume Transportation Service
- Rate 375 - Contract Transportation Service

DESCRIPTION

The CEP will recover post-in-service carrying costs, incremental depreciation expense, and property tax expense currently deferred pursuant to the CEP, as well as recovery of the corresponding CEP assets. All applicable Customers shall be assessed either (a) a monthly charge in addition to the Monthly Charge or Customer Charge component of their applicable Rate Schedule, or (b) a volumetric charge applicable to each Billing Ccf of metered gas usage each month.

Actual costs and actual recoveries are reconciled in each annual CEP update, with any under- or over-recovery being recovered or returned over the next twelve (12) month period.

RECONCILIATION

The CEP Rider is subject to reconciliation or adjustment annually, including but not limited to, increases or refunds. Such reconciliation or adjustment shall be limited to:

(1) the twelve-month period of expenditures upon which the rates were calculated, if determined to be unlawful, unreasonable, or imprudent by the Commission in the docket those rates were approved or the Supreme Court of Ohio;

(2) the Commission's orders in Case No. 18-47-AU-COI or any case ordered by the Commission to address tax reform changes.

CAPITAL EXPENDITURE PROGRAM RIDER CHARGE

The charges for the respective Rate Schedules are:

Rate Schedule	$ Per Month	% Surcharge
310, 311 and 315	$2.53	
320, 321, 325 and 325S		1.8651%
345		3.6256%
360		3.7986%
375		5.0584%

TAX ADJUSTMENT RIDER

APPLICABILITY

The Tax Adjustment Rider ("TAR") is applicable to any Customer served under the Rate Schedules identified below.

- Rate 310 - Residential Default Sales Service
- Rate 311 - Residential Standard Choice Offer Service
- Rate 315 - Residential Transportation Service
- Rate 320 - General Default Sales Service
- Rate 321 - General Standard Choice Offer Service
- Rate 325 - General Transportation Service
- Rate 325S - General Transportation Service Schools
- Rate 345 - Large General Transportation Service
- Rate 360 - Large Volume Transportation Service
- Rate 375 - Contract Transportation Service

DESCRIPTION

The TAR will reconcile tax credits and charges, as approved by the Commission.

RECONCILIATION

The TAR is subject to reconciliation or adjustment annually, including but not limited to, increases or refunds. Such reconciliation or adjustment shall be limited to:

(1) The twelve-month period of expenditures upon which the rates were calculated, if determined to be unlawful, unreasonable, or imprudent by the Commission in the docket those rates were approved or the Supreme Court of Ohio;

(2) The Commission's orders in Case No. 18-47-AU-COI or any case ordered by the Commission to address tax reform changes.

TAX ADJUSTMENT RIDER RATE

The charges for the respective Rate Schedules are:

Rate Schedule	$ Per Month	$ Per Billing Ccf
310, 311 and 315	$(1.38)	
320, 321, 325 and 325S		$(0.00881)
345		$(0.00457)
360		$(0.00224)
375		$(0.00232)

SUSPENDED
MIGRATION COST RIDER

APPLICABILITY

The Migration Cost Rider is applicable to any Customer served under the following Rate Schedules:

- Rate 310 - Residential Sales Service
- Rate 315 - Residential Transportation Service
- Rate 320 - General Sales Service
- Rate 325 - General Transportation Service

This Rider is suspended indefinitely pursuant to the Company's Merchant Exit Transition Plan.

DESCRIPTION

The Migration Cost Rider Rate shall be applied to each Ccf of Customer's billed usage each month.

The Migration Cost Rider recovers all costs incurred for Company's gas supply commitments that are no longer required due to Customers migrating from Residential or General Sales Services to Residential or General Transportation Services, including but not limited to the costs of no longer needed pipeline capacity entitlements.

MIGRATION COST RIDER RATE

The Migration Cost Rider Rate is $___ per Billing Ccf.

SUSPENDED
BALANCING COST RIDER

APPLICABILITY

The Balancing Cost Rider shall be applicable to Suppliers served under Rate 385 - Pooling Service (Residential and General).

This Rider is suspended indefinitely pursuant to the Company's Merchant Exit Transition Plan.

DESCRIPTION

Each month, Supplier shall be assessed the Balancing Cost Rider Rate for all billed Ccf of its Pool Customers for the associated cycle month.

This Rider recovers the costs incurred by Company for interstate pipeline transportation and storage services and any other services needed to provide operational balancing to Suppliers' Pools.

Company shall adjust this Rider annually effective November 1st of each year to reflect changes in the costs to be recovered.

All Balancing Cost Rider revenues recovered shall be credited to the GCR gas costs.

BALANCING COST RIDER RATE

The Balancing Cost Rider Rate for Pool Customer's billed Ccf on and after
__, 20__ is $____per Billing Ccf.

GROSS RECEIPTS EXCISE TAX RIDER

APPLICABILITY

The Gross Receipts Excise Tax Rider is applicable to all Rates, Fees, Charges, and Riders billed by Company to Customers, Pool Operators, and Suppliers served under Company's Rate Schedules, except for the cost of gas billed by Company on Supplier's behalf under Residential or General Standard Choice Offer Services (Rates 311 or Rate 321) and Residential or General Transportation Services (Rates 315, 325 or 325S). Further, any Customer statutorily exempted from the payment of gross receipts excise taxes shall not be required to render payments under this Rider, provided that Customer provides appropriate documentation of the exemption to Company.

DESCRIPTION

All applicable charges shall be adjusted for the Ohio gross receipts excise tax at a rate of 4.8946%.

UNCOLLECTIBLE EXPENSE RIDER

APPLICABILITY

The Uncollectible Expense Rider shall be applicable to all Customers responsible for payment of Company's Percentage of Income Payment Plan Rider on Sheet No. 40.

DESCRIPTION

The Uncollectible Expense Rider Rate shall be applied to all Billing Ccf for Gas Service rendered to Customers served under the applicable Rate Schedules.

The Rider shall recover costs associated with uncollectible accounts arising from those Customers in those Rate Schedules responsible for paying the Uncollectible Expense Rider.

Company's actual uncollectible expense for the applicable Rate Schedules, including carrying charges, shall be reconciled annually, with any over or under collection being reflected as a charge or credit in a subsequent update of the Rider Rate.

Company shall file an application with the Commission requesting approval to change the Uncollectible Expense Rider Rate if Company determines that an adjustment of more than plus or minus ten percent (10%) is needed.

RECONCILIATION

The Uncollectible Expense Rider is subject to reconciliation or adjustment annually, including but not limited to, increases or refunds. Such reconciliation or adjustment shall be limited to the twelve-month period of expenditures upon which the rates were calculated, if determined to be unlawful, unreasonable, or imprudent by the Commission in the docket those rates were approved or the Supreme Court of Ohio.

UNCOLLECTIBLE EXPENSE RIDER RATE

The Uncollectible Expense Rider Rate is $0.01940 per Billing Ccf.

PERCENTAGE OF INCOME PAYMENT PLAN RIDER

APPLICABILITY

The Percentage of Income Payment Plan ("PIPP") Rider shall be applicable to all Customers served under the following Rate Schedules and to certain other Customers pursuant to contract:

- Rate 310 - Residential Default Sales Service
- Rate 311 - Residential Standard Choice Offer Service
- Rate 315 - Residential Transportation Service
- Rate 320 - General Default Sales Service
- Rate 321 - General Standard Choice Offer Service
- Rate 325 - General Transportation Service
- Rate 325S - General Transportation Service Schools

DESCRIPTION

The PIPP Charge shall be the product of the monthly Billing Ccf and the PIPP Rider Rate.

The PIPP Rider Rate shall be updated from time-to-time in accordance with previous Commission Orders.

RECONCILIATION

The PIPP Rider is subject to reconciliation or adjustment annually, including but not limited to, increases or refunds. Such reconciliation or adjustment shall be limited to the twelve-month period of expenditures upon which the rates were calculated, if determined to be unlawful, unreasonable, or imprudent by the Commission in the docket those rates were approved or the Supreme Court of Ohio.

PIPP RIDER RATE

The PIPP Rider Rate is $0.01861 per Billing Ccf

EXIT TRANSITION COST RIDER

APPLICABILITY

The Exit Transition Cost ("ETC") Rider is applicable to all Customers served under the following Rate Schedules:

- Rate 310 - Residential Default Sales Service
- Rate 311 - Residential Standard Choice Offer Service
- Rate 315 - Residential Transportation Service
- Rate 320 - General Default Sales Service
- Rate 321 - General Standard Choice Offer Service
- Rate 325 - General Transportation Service
- Rate 325S - General Transportation Service Schools

DESCRIPTION

The ETC Rider charge shall be the product of the Billing Ccf and the ETC Rider Rate.

The ETC Rider will recover or pass back applicable incremental costs associated with Company's Choice Program and exit of the merchant function, including, but not limited to the following:

(1) All stranded gas supply costs related to Customer migrations to Choice Service;
(2) Any incremental provider-of-last-resort costs not recovered from a defaulting SCO Supplier, or Choice Supplier;
(3) Any imbalance costs not recovered from Pool Operators;
(4) Gas costs incurred by Company when diverting Customers' transportation gas quantities during a Curtailment;
(5) Any Cashout amounts resulting from the Monthly Volume Reconciliations for Choice and SCO Suppliers;
(6) Adjustments to charges billed through the ETC Rider during prior period(s); and
(7) Other costs or credits applicable to SCO Service (Rate 311 and Rate 321), Residential and General Default Sales Service (Rate 310 and Rate 320), and Residential and General Transportation Service (Rate 315, Rate 325 and Rate 325S) as approved by the Commission.

Projected ETC Rider costs shall be divided by projected total volumes for the applicable Rate Schedules to determine the ETC Rider Rate. The ETC Rider shall be updated annually and shall reflect the reconciliation of projected costs and actual costs, with any under- or over- recovery being recovered or returned via the ETC Rider.

RECONCILIATION

The ETC Rider is subject to reconciliation or adjustment annually, including but not limited to, increases or refunds. Such reconciliation or adjustment shall be limited to the twelve-month period of expenditures upon which the rates were calculated, if determined to be unlawful, unreasonable, or imprudent by the Commission in the docket those rates were approved or the Supreme Court of Ohio.

EXIT TRANSITION COST RIDER RATE

The ETC Rider Rate is $(0.00218) per Billing Ccf.

S. B. 287 EXCISE TAX RIDER

APPLICABILITY

The S. B. 287 Excise Tax Rider shall be applicable to all Customers receiving Gas Service from Company, except for Federal Government Customers.

DESCRIPTION

The S. B. 287 Excise Tax Rider Rate shall be assessed to all volumes billed to applicable Customers by, or on behalf of, Company on or after July 1, 2001, pursuant to the provisions of Section 5727.811, ORC.

S. B. 287 EXCISE TAX RIDER RATE

The following rates shall be assessed on all applicable volumes. However, Flex customers as defined by Section 5727.80, ORC, shall be assessed an excise tax rate of $0.00200 per Billing Ccf.

Monthly Usage	Rate per Billing Ccf
First 1,000 Ccf	$0.01593
Next 19,000 Ccf	$0.00877
Over 20,000 Ccf	$0.00411

STANDARD CHOICE OFFER RIDER

APPLICABILITY

The Standard Choice Offer ("SCO") Rider is applicable to Rate 310, 311, 320 and 321 Customers.

DESCRIPTION

The SCO charge shall be the product of the Billing Ccf and the SCO Rider Rate.

The SCO Rider Rate each month will be the NYMEX settlement price for such month converted to a price per Mcf using a standard Btu value of 1.070, plus the Retail Price Adjustment determined in the SCO auction. The resulting rate per Mcf will be converted to a rate per Ccf for billing purposes.

The Retail Price Adjustment effective April 1, 2026 through March 31, 2027 is $1.65 per Mcf.

SCO RIDER RATE

The SCO Rider Rate for October 2026 is $0.48600 per Billing Ccf.

DISTRIBUTION REPLACEMENT RIDER

APPLICABILITY

The Distribution Replacement Rider ("DRR") is applicable to any Customer served under the Rate Schedules identified below.

- Rate 310 - Residential Default Sales Service
- Rate 311 - Residential Standard Choice Offer Service
- Rate 315 - Residential Transportation Service
- Rate 320 - General Default Sales Service
- Rate 321 - General Standard Choice Offer Service
- Rate 325 - General Transportation Service
- Rate 325S - General Transportation Service Schools
- Rate 345 - Large General Transportation Service
- Rate 360 - Large Volume Transportation Service
- Rate 375 - Contract Transportation Service

DESCRIPTION

The DRR will recover costs associated with Company's accelerated infrastructure replacement program. All applicable Customers shall be assessed either (a) a monthly charge in addition to the Monthly Charge or Customer Charge component of their applicable Rate Schedule, or (b) a volumetric charge applicable to each Billing Ccf of metered gas usage each month.

Actual costs and actual recoveries are reconciled in each annual DRR update, with any under- or over-recovery being recovered or returned over the next twelve (12) month period.

RECONCILIATION

The DRR is subject to reconciliation or adjustment annually, including but not limited to, increases or refunds. Such reconciliation or adjustment shall be limited to:

(1) The twelve-month period of expenditures upon which the rates were calculated, if determined to be unlawful, unreasonable, or imprudent by the Commission in the docket those rates were approved or the Supreme Court of Ohio;
(2) The Commission's orders in Case No. 18-47-AU-COI or any case ordered by the Commission to address tax reform changes.

DISTRIBUTION REPLACEMENT RIDER

DISTRIBUTION REPLACEMENT RIDER CHARGE

The charges for the respective Rate Schedules are:

Rate Schedule	$ Per Month	% Surcharge
310, 311 and 315	$1.90	
320, 321, 325 and 325S		(4.4616%)
345		4.8886%
360		4.5580%
375		3.9621%

ENERGY EFFICIENCY FUNDING RIDER

APPLICABILITY

The Energy Efficiency Funding Rider ("EEFR") shall be applicable to all Customers served under the following Rate Schedules and to certain other Customers pursuant to contract:

- Rate 310 - Residential Default Sales Service
- Rate 311 - Residential Standard Choice Offer Service
- Rate 315 - Residential Transportation Service
- Rate 320 - General Default Sales Service
- Rate 321 - General Standard Choice Offer Service
- Rate 325 - General Transportation Service
- Rate 325S - General Transportation Service Schools

DESCRIPTION

The EEFR Rate shall be applied to all Billing Ccf for Gas Service rendered to Customers served under the applicable Rate Schedules.

The EEFR shall recover the costs of funding energy efficiency programs as approved by the Commission.

The EEFR Rate shall be updated periodically in accordance with orders of the Commission.

The EEFR Rate shall be calculated based on the approved funding to be expended over the subsequent recovery period. The costs to be recovered and the costs actually recovered shall be reconciled annually, with any under- or over- recovery being recovered or returned via the EEFR over a subsequent period.

RECONCILIATION

The EEFR is subject to reconciliation or adjustment annually, including but not limited to, increases or refunds. Such reconciliation or adjustment shall be limited to the twelve-month period of expenditures upon which the rates were calculated, if determined to be unlawful, unreasonable, or imprudent by the Commission in the docket those rates were approved or the Supreme Court of Ohio.

ENERGY EFFICIENCY FUNDING RIDER RATE

The EEFR Rate is $0.03281 per Billing Ccf.

ENERGY CONVERSION FACTOR

APPLICABILITY

The Energy Conversion Factor ("ECF") is applicable to all Customers served under the following Rate Schedules:

- Rate 310 - Residential Default Sales Service
- Rate 311 - Residential Standard Choice Offer Service
- Rate 315 - Residential Transportation Service
- Rate 320 - General Default Sales Service
- Rate 321 - General Standard Choice Offer Service
- Rate 325 - General Transportation Service
- Rate 325S - General Transportation Service Schools
- Rate 345 - Large General Transportation Service
- Rate 360 - Large Volume Transportation Service
- Rate 375 - Contract Transportation Service

DESCRIPTION

The ECF shall be applied to Customer's volumetric usage to reflect the actual energy consumed. The ECF shall be updated each month.

Metered Ccf in each billing period shall be multiplied by the ECF to arrive at the Billing Ccf. The Volumetric Charge under each applicable Rate Schedule shall be applied to Customer's Billing Ccf. The calculation of Customer's Billing Ccf shall be presented on Customer's Bill.

ENERGY CONVERSION FACTOR

The ECF effective for bills rendered October 1, 2026 through October 31, 2026 is 0.9976.

INFRASTRUCTURE DEVELOPMENT RIDER

APPLICABILITY

The Infrastructure Development Rider ("IDR") shall be applicable to all Customers served under the following Rate Schedules and to certain other Customers pursuant to contract:

- Rate 310 – Residential Default Sales Service
- Rate 311 – Residential Standard Choice Offer Service
- Rate 315 – Residential Transportation Service
- Rate 320 – General Default Sales Service
- Rate 321 – General Standard Choice Offer Service
- Rate 325 – General Transportation Service
- Rate 325S - General Transportation Service Schools
- Rate 345 – Large General Transportation Service
- Rate 360 – Large Volume Transportation Service
- Rate 375 - Contract Transportation Service

DESCRIPTION

The IDR shall be applied to all Customers served under the applicable Rate Schedules.

An additional charge per meter, per month, regardless of gas consumed, to recover infrastructure development costs associated with Commission-approved economic development projects.

The IDR shall be calculated annually pursuant to an Annual Report filed by Vectren Energy Delivery of Ohio, LLC. Such annual adjustments to the IDR will become effective with bills rendered on or after the first billing unit following the expiration of the Commission Staff's 75-day review period of the annual Report, unless the adjustment to the IDR proposed in the annual Report is suspended by the Commission for good cause, and shall be subject to reconciliation adjustments following any hearing, if necessary.

RECONCILIATION

The IDR is subject to reconciliation or adjustment annually, including but not limited to, increases or refunds. Such reconciliation or adjustment shall be limited to:

(1) The approved expenditures upon which the rates were calculated, if determined to be unlawful, unreasonable, or imprudent by the Commission in the docket those rates were approved or the Supreme Court of Ohio;
(2) The Commission's orders in Case No. 18-47-AU-COI or any case ordered by the Commission to address tax reform changes.

INFRASTRUCTURE DEVELOPMENT RIDER RATE

A monthly charge of $0.06 per meter, per month shall be applied to all customers.

TRANSPORTATION TERMS AND CONDITIONS (LARGE TRANSPORTATION SERVICE)

APPLICABILITY

Unless otherwise provided for in a written contract between Company and Customer, these Terms and Conditions apply to Customers receiving Gas Service under Rate 325S, General Transportation Service Schools, Rate 345, Large General Transportation Service, Rate 360, Large Volume Transportation Service and Rate 375, Contract Transportation Service.

Section 1 - SERVICE AND CAPACITY:

1.1 Company and Customer shall agree to service and capacity levels by completing a contract ("Service Agreement"). Service will be provided in accordance with these Transportation Terms and Conditions.

1.2 Company shall deliver volumes of natural gas delivered to Company's gas system on Customer's behalf, less the Unaccounted for Gas Percentage in Sheet No. 54, up to the maximum daily volume defined under Section 1.3 of these Transportation Terms and Conditions and the Service Agreement.

1.3 The maximum daily volume of gas that may be delivered on Customer's behalf and transported on Company's gas system shall be Customer's Maximum Daily Requirement. The Maximum Daily Requirement agreed to and specified in the Service Agreement will be set such that an adequate volume of gas may be delivered to and transported on Company's gas system to meet Customer's peak day gas requirements. Any request by Customer to alter its Maximum Daily Requirement must be in writing and must be approved by Company before the change becomes effective. Company is not required to deliver any volumes in excess of the Maximum Daily Requirement, but will use reasonable effort to serve demand above Customer's Maximum Daily Requirement.

1.4 This Transportation Service relates only to gas received by Company at the applicable city gate(s), to be used for delivery to Customer meter number(s) specified in Customer's Service Agreement with Company. Unless otherwise agreed to in a separate contract, Company shall not be obligated to provide Customer any other service.

1.5 If Customer's gas requirement exceeds the capacity of Company's gas system, Company will only deliver gas at the incremental cost of providing said service.

TRANSPORTATION TERMS AND CONDITIONS (LARGE TRANSPORTATION SERVICE)

Section 2 - INTERSTATE PIPELINE CAPACITY RELEASE SERVICE:

2.1 If Customer is an SCO or Sales Service Customer prior to receiving Transportation Service, Customer agrees to accept Company's assignment of Company's firm interstate gas pipeline capacity as specified and if offered by Company to Customer. Customer or its supplier shall enter into a separate Capacity Release and Assignment Agreement with Company for any firm capacity that will be provided. Company and Customer shall agree upon the pipeline's identity and amount of capacity that Company will assign. This amount shall be sufficient to supply Customer's Maximum Daily Requirement.

2.2 Customer shall pay the maximum applicable interstate pipeline tariff rate for the capacity assigned hereunder. Customer shall retain title to this capacity and use it throughout the term of Customer's Service Agreement to transport natural gas to Company's gas system. Company will have the "right-of-first refusal" to bid on such capacity upon its re-release. All capacity rights assigned hereunder shall revert to Company upon the expiration of the Service Agreement and neither Customer nor its supplier shall be obligated to take the assignment of Company's firm capacity thereafter. If Customer acquires non-Company interstate transportation capacity prior to the expiration of the Service Agreement, Customer remains completely responsible for the disposition of and payment for the capacity assigned to it by Company.

Section 3 - RESERVED FOR FUTURE USE

Section 4 - RESERVED FOR FUTURE USE

Section 5 - UNACCOUNTED FOR GAS PERCENTAGE:

5.1 Customer shall provide Company with an amount of gas necessary to compensate Company for gas lost and used in operations to provide Transportation Service as set forth in Sheet No. 54, Unaccounted for Gas Percentage. This amount may be adjusted periodically as set forth in Sheet No. 54 to reflect changes in the amount of gas lost and used in operations. Company will provide Customer with notice of any adjustment required under this Section.

Section 6 - MEASUREMENT AND QUALITY:

6.1 Company shall be responsible for all measurement at the Delivery Point to Customer's facilities. Measurement and metering accuracy shall be based on the standards set forth in Company's General Terms and Conditions.

Section 7 - RESERVED FOR FUTURE USE

Section 8 - CURTAILMENT:

8.1 Customer shall have no rights to gas from Company's system during a period of Curtailment. Customer shall be subject to the Curtailment Procedures on file with the Commission.

TRANSPORTATION TERMS AND CONDITIONS (LARGE TRANSPORTATION SERVICE)

Section 9 - TITLE AND WARRANTY:

9.1 Customer warrants that it will, at the time and place of delivery, have good right and title to all volumes of gas delivered on its behalf to Company, free and clear of all liens, encumbrances, and claims whatsoever, and that it will indemnify and hold Company harmless from all suits, actions, debts, accounts, damages, costs, losses, or expenses (including reasonable attorney fees) arising from or out of the adverse claims of any or all persons relating to or arising from said gas.

Section 10 - FORCE MAJEURE:

10.1 Total or partial interruption of gas deliveries due to acts of God, the elements, requirements for residential and other uses declared superior to Customers by law, or to other causes or contingencies beyond the control of Company or not proximately caused by Company's negligence, shall not be the basis for claims. Delivery and receipt of gas to be resumed whenever any such cause or contingency shall end. The affected party will use diligence to remove the cause of the force majeure condition and resume delivery or consumption of gas previously suspended. Gas withheld from Customer during a force majeure condition will be redelivered upon the end of such circumstances as soon as practical. None of the following shall be considered a force majeure condition: 1) changes in market conditions that affect the acquisition or transportation of natural gas, 2) failure of Pool Operator to deliver or Pool Customers to consume scheduled gas volumes, or 3) force majeure or other interruptions called by either gas producers or interstate pipelines.

Section 11 - RESERVED FOR FUTURE USE

Section 12 - RESERVED FOR FUTURE USE

Section 13 - INTERRUPTION OF SERVICE DUE TO NON-RECEIPT OF GAS SUPPLY:

13.1 Company may interrupt Customer's Gas Service to the extent that Company does not receive gas from the interstate pipeline on Customer’s behalf. If Company must interrupt Customer's Gas Service, Customer shall interrupt gas usage as directed. Company will endeavor to provide four (4) hours advance notice of such interruption, except when system conditions will not afford such notice. Company shall not be liable in damages or otherwise to Customer for any loss of production or other claim because of the lack of advance notice to Customer. If Customer fails to comply with Company’s direction to interrupt, Company reserves the right to discontinue Gas Service to Customer.

13.2 Gas consumed by Customer during a period of Curtailment will be billed in accordance with the terms of Unauthorized Gas Usage on Sheet No. 30, Miscellaneous Charges.

TRANSPORTATION TERMS AND CONDITIONS (LARGE TRANSPORTATION SERVICE)

Section 14 - INDEMNITY:

14.1 Subject to the provisions of Company's General Terms and Conditions, Customer agrees to indemnify, exonerate, and hold harmless Company for all loss, damage, or expense growing out of or in any way connected with the claims of any person, except claims for injuries and/or death of employees of Company arising out of and in the course of their employment with Company, for injuries to person or property occasioned by such gas after it is delivered to Customer. Customer agrees to defend, at its own expense, any suit based upon such claims.

14.2 Subject to the provisions of Company's General Terms and Conditions, Company will indemnify, exonerate, and hold harmless Customer for all loss, damage, or expense growing out of or in any way connected with the claims of any person, except claims for injuries and/or death of employees of Customer arising out of and in the course of their employment with Customer, for injuries to person or property occasioned by such gas up to the Delivery Point caused by Company's negligence. Company will defend, at its own expense, any suit based upon such claims, except that Company will not be liable or responsible for, and will not hold Customer harmless for any loss, damage, or expense growing out of or in any manner connected with the acts of any employee of Customer who may go upon or do anything to or with the property of Company.

Section 15 - REGULATION:

15.1 All service rendered hereunder shall at all times be subject to all rules, regulations, and orders of both the FERC and the Commission including: 1) the terms and conditions of any applicable interstate pipeline tariff regulated and approved by the FERC, 2) the guidelines issued by the Commission in Case No. 85-800-GA-COI, 3) Company's General Terms and Conditions as modified from time to time and approved by the Commission , and 4) other Commission orders affecting Company’s Gas Service in general or Transportation Service in particular.

Section 16 - RESERVED FOR FUTURE USE

TRANSPORTATION TERMS AND CONDITIONS (LARGE TRANSPORTATION SERVICE)

Section 17 - RESERVED FOR FUTURE USE

Section 18 - OTHER SYSTEM COSTS:

18.1 Customer agrees that if any of its actions, over which it exercises sole control as a Large Transportation Customer, cause Company, Choice Supplier(s), or SCO Supplier(s) to incur costs that would not have incurred had Customer complied with its obligations defined in this Tariff for Gas Service, and Customer's Service Agreement with Company, Large Transportation Customer shall: 1) compensate Company, SCO Supplier(s) or Choice Supplier(s), as applicable, for all such higher costs which Company, SCO or Choice Supplier were required to pay, and 2) take all necessary measures to allow Company, or SCO or Choice Supplier to avoid incurring similar costs in the future. Further, if Company incurs any charges or fees as a result of Customer's election to transition to SCO Service hereunder, Customer shall compensate Company for these costs.

Section 19 - NOTICES:

19.1 Customer shall immediately notify Company of any known or anticipated variation in the amount of gas to be delivered hereunder, as well as any known or anticipated supplier shortfalls or constraints. All notices and correspondences to Company shall be addressed as specified in the Service Agreement.

NOMINATION AND BALANCING PROVISIONS (LARGE TRANSPORTATION SERVICE)

APPLICABILITY

The following provisions shall apply to each Pool Operator serving Customers under Rate 325S, 345, 360, or 375, and Pool Operators participating in Company's Large Gas Transportation Pooling Program.

NOMINATION PROVISIONS

Pool Operator shall notify Company of the exact daily quantity of gas nominated to be delivered to Company at Company's pipeline city gates agreeable to Company (Daily Pipeline Nomination). Company may require Pool Operator to allocate its Daily Pipeline Nomination to specified city gate pipeline delivery points based on minimum and maximum allocation percentages (City Gate Allocations), which Company may revise based on operational considerations, provided that, in the absence of exceptional circumstances, at least 24 hours advance notice is given to Pool Operator. Company may, based on operational considerations, require modification of Pool Operator's Daily Pipeline Nominations or deliveries that do not comply with these City Gate Allocations percentage requirements. Some Pool Operators, based on Company's operational capability to serve Large Transportation Customer, may be limited to one (1) or more specific pipelines and/or city gate which may change from time to time.

By 1:00 p.m. Central Clock Time ("CCT") each day, and in any intra-day nominations thereafter, Pool Operator shall nominate to Company via Company's GTS the quantity of gas that is has scheduled for delivery at Company's city gates for its Pool(s) the following gas day. If the following gas day is a weekend or a day Company is not open for business, nominations must be submitted through the next subsequent Company business day. Pool Operator agrees to adhere to the nominating guidelines set out in the FERC approved tariff of the applicable interstate pipeline and company with any Company operating and/or interstate pipeline restrictions communicated by Company or pipeline. The nomination shall include information as required in Company's GTS. Notwithstanding the above, Company may accept nominations submitted after the deadline specified above in accordance with the pipeline's intra-day nomination schedules within its reasonable discretion. Intra-day nominations must be approved in advanced by Company. Until Pool Operator submits the required nomination to Company, Pool Operator's nominations of daily quantities shall be considered zero. Unless otherwise permitted by Company in writing, the nomination period shall not exceed thirty-one (31) consecutive calendar days.

Pool Operator shall be responsible for verifying and, if necessary, correcting its Daily Pipeline Nomination so that it matches Pool Operator's confirmed pipeline deliveries and is compliant with the City Gate Allocations percentage requirements.

Pool Operator shall pay a Nomination Error Charge of $0.50 per Dth on the difference between Pool Operator's daily pipeline nomination volume submitted to Company on its GTS and the pipeline daily confirmed volume delivered to Company, for each Dth and day of difference. The charge also applies to the differences in volumes arising from failures to nominate including nominations indicating incorrect information, such as an incorrect pipeline, city gate or contract number. The charge will not be assessed if differences are due to the reduction of pipeline deliveries by pipeline, or volumes allocated to Pool Operator(s) by an interstate pipeline when no balancing agreement is in place between pipeline and Company. Pool Operator is responsible for identifying and correcting all nomination errors, or changes to pipeline nominations.

NOMINATION AND BALANCING PROVISIONS (LARGE TRANSPORTATION SERVICE)

Pool Operator shall be assessed a City Gate Allocation Non-Compliance Charge of $1.00 per Dth on the difference if the Pool Operator's Daily Pipeline Nomination is less than the minimum or greater than the maximum City Gate Allocations percentage, which are calculated as the minimum or maximum City Gate Allocations percentage multiplied by the Pool Operator's Daily Pipeline Nomination.

BALANCING PROVISIONS

Pool Operator shall be obligated to balance on a daily and monthly basis its Pool's total usage, adjusted to Dth, with its Pool's total confirmed city gate deliveries as adjusted to reflect Company's Unaccounted for Gas Percentage. An Imbalance Quantity shall exist when the Pool Operator's total usage is greater than or less than Pool Operators' total Dth deliveries on a daily or monthly basis.

The following definitions shall apply:

Daily Index Price:
The Daily Midpoint Prices per Dth as reported in Platts Gas Daily, in the table "Daily Price Survey" for delivery to:

1) Columbia Gas, Appalachia, or
2) REX Zone 3, delivered.

On a cold-weather OFO day, ANR, La will be utilized in addition to the above two indices.

The Company will use the highest index for cash-out under-delivery and the lowest index for over-delivery.

Monthly Index Price:
The average of the Daily Index Prices for each day during the month.

Daily Under-Delivery Charge:
The Daily Under-Delivery Charge shall be the sum of the Daily Index Price and the maximum interruptible pipeline transportation rate, including fuel and all surcharges.

Daily Over-Delivery Charge:
The Daily Over-Delivery Charge shall be the sum of the Daily Index Price and the firm pipeline transportation commodity rate, including fuel and all surcharges.

Monthly Under-Delivery Charge:
The Monthly Under-Delivery Charge shall be the sum of the Monthly Index Price and the maximum interruptible pipeline transportation rate, including fuel and all surcharges.

Monthly Over-Delivery Charge:
The Monthly Over-Delivery Charge shall be the sum of the Monthly Index Price and the firm pipeline transportation commodity rate, including fuel and all surcharges.

Nomination and Balancing Provisions Charges:
Any Charge assessable to Pool Operator pursuant to these Nomination and Balancing Provisions.

NOMINATION AND BALANCING PROVISIONS (LARGE TRANSPORTATION SERVICE)

DAILY BALANCING PROVISIONS

Pool Operator shall be obligated to balance its total daily usage adjusted to Dths ("Total Daily Usage") with the aggregated total daily deliveries of Pool Operator-Delivered Gas by the interstate pipeline, as reduced to reflect Company's Unaccounted for Gas Percentage as specified in Sheet No. 54 ("Total Daily Deliveries"). A Daily Imbalance Quantity shall exist when the Total Daily Usage is greater than or less than the Pool Operator's Total Daily Deliveries.

Daily Under-Delivery Imbalance:
If Pool Operator's Total Daily Deliveries are less than its Total Daily Usage, the gas shortfall shall be considered Daily Under-Delivery Imbalance Quantities. Daily Under-Delivery Imbalance Quantities up to and including 15% of Total Daily Usage shall be carried to month-end; Daily Under-Delivery Imbalance Quantities over 15% shall be cashed out. Pool Operator shall pay for Daily Under-Delivery Gas Quantities greater than 15% of Total Daily Usage pursuant to the following:

(1) 1.05 times the Daily Under-Delivery Charge for each Dth of Under-Delivery Imbalance Quantity that is greater than 15%, up to and including 25% of Total Daily Usage; plus
(2) 1.2 times the Daily Under-Delivery Charge for each Dth of Daily Under-Delivery Imbalance Quantity that is greater than 25% of Total Daily Usage; plus
(3) Applicable taxes.

During a Cold Weather OFO, the aforementioned Daily Under-Delivery Imbalance provisions will be replaced by those specified in the section entitled Operational Flow Order Imbalance Provisions.

Daily Over-Delivery Imbalance:
If Pool Operator's Total Daily Deliveries are greater than its Total Daily Usage, the excess gas shall be considered Daily Over-Delivery Imbalance Quantities. Daily Over-Delivery Imbalance Quantities up to and including 15% of Total Daily Usage shall be carried to month-end; Daily Over-Delivery Imbalance Quantities over 15% shall be cashed out. Pool Operator shall be paid for such Daily Over-Delivery Imbalance Quantities greater than 15% of Total Daily Usage pursuant to the following:

(1) 0.9 times the Daily Over-Delivery Charge for each Dth of Daily Over-Delivery Imbalance Quantity that is greater than 15%, up to and including 25% of Total Daily Usage; plus
(2) 0.75 times the Daily Over-Delivery Charge for each Dth of Daily Over-Delivery Imbalance Quantity that is greater than 25% of Total Daily Usage.

During a Warm Weather OFO, the aforementioned Daily Over-Delivery Imbalance provisions will be replaced by those specified in the section entitled Operational Flow Orders Imbalance Provisions.

Excess Daily Imbalance:
If Pool Operator exceeds the minimum Daily Imbalance percentage of 15% on more than 36 days during a twelve (12) consecutive month period, the Daily Over/Under- Delivery Charge multipliers for that Pool Operator will be as follows for the next twelve (12) month period:

(1) Daily Under-Delivery Charge multipliers will be 1.20 and 1.35 (vs. 1.05 and 1.20)
(2) Daily Over-Delivery Charge multipliers will be 0.75 and 0.60 (vs. 0.90 and 0.75)

NOMINATION AND BALANCING PROVISIONS (LARGE TRANSPORTATION SERVICE)

MONTHLY BALANCING PROVISIONS

Pool Operator shall be obligated to balance its total monthly usage adjusted to Dths ("Total Monthly Usage") with the actual monthly deliveries of Pool Operator-Delivered Gas by the pipeline, as adjusted to reflect (1) Company's Unaccounted for Gas Percentage as specified in Sheet No. 54, (2) the net effect of Daily Imbalance Quantities cashed out during the current month (collectively, "Total Monthly Deliveries"). A Monthly Imbalance Quantity shall exist when the Pool Operator's Total Monthly Usage is greater than or less than the Pool Operators' Total Monthly Deliveries.

Monthly Under-Delivery Imbalance:
If the Total Monthly Deliveries for Pool Operator's account at the end of the month are less than the Total Monthly Usage, the gas shortfall shall be considered Monthly Under-Delivery Imbalance Quantities. Monthly Under-Delivery Imbalance Quantities greater than 0% shall be cashed out. Pool Operator shall pay for Monthly Under-Delivery Imbalance Quantities greater than 0% of Total Monthly Usage pursuant to the following:

(1) 1.0 times the Monthly Over-Delivery Charge for each Dth of Monthly Under-Delivery Imbalance Quantity that is greater than 0%, up to and including 5% of Total Monthly Usage; plus
(2) 1.05 times the Monthly Under-Delivery Charge for each Dth of Monthly Under-Delivery Imbalance Quantity that is greater than 5%, up to and including 15% of Total Monthly Usage; plus
(3) 1.2 times the Monthly Under-Delivery Charge for each Dth of Monthly Under-Delivery Imbalance Quantity that is greater than 15% of Total Monthly Usage; plus
(4) Applicable taxes.

Monthly Under-Delivery Imbalances shall be cashed out at 1.0 times the Monthly Under-Delivery Charge if an OFO limiting over-deliveries has been issued for more than ten (10) days in any given calendar month, or for three (3) or more days of the last seven (7) calendar days of the month or at Company's discretion.

Monthly Over-Delivery Imbalance:
If the Total Monthly Deliveries for Pool Operator's account at the end of the month are greater than the Pool Operator's Total Monthly Usage, the gas excess shall be considered Monthly Over-Delivery Imbalance Quantities. Monthly Over-Delivery Imbalance Quantities greater than 0% shall be cashed out. Pool Operator shall be paid for Monthly Over-Delivery Imbalance Quantities greater than 0% of Total Monthly Usage pursuant to the following:

(1) 1.0 times the Monthly Over-Delivery Charge for each Dth of Monthly Over-Delivery Imbalance Quantity that is greater than 0%, up to and including 5% of Total Monthly Usage; plus
(2) 0.9 times the Monthly Over-Delivery Charge for each Dth of Monthly Over-Delivery Imbalance Quantity that is greater than 5%, up to and including 15% of Total Monthly Usage; plus
(3) 0.75 times the Monthly Over-Delivery Charge for each Dth of Monthly Over-Delivery Imbalance Quantity that is greater than 15% of Total Monthly Usage

Monthly Over-Delivery Imbalances shall be cashed out at 1.0 times the Monthly Over-Delivery Charge if an OFO limiting under-deliveries has been issued for more than ten (10) days in any given calendar month, or for three (3) or more of the last seven (7) calendar days of the month or at Company's discretion.

NOMINATION AND BALANCING PROVISIONS (LARGE TRANSPORTATION SERVICE)

OPERATIONAL FLOW ORDER IMBALANCE PROVISIONS

In the event of a Company issued OFO pursuant to Operational Flow Orders section of Company's General Terms and Conditions, the following provisions will apply:

Cold Weather OFO Day:
During a Cold Weather OFO, the Pool Operator shall be subject to the following Daily OFO Under-Delivery Imbalance provisions:

If Pool Operator's Daily Under-Delivery Imbalance Quantity is greater than 5% of its Pools' Total Daily Usage, the shortfall quantities shall be cashed-out. Pool Operator shall pay the following:

(1) For each Dth of Daily Under-Delivery Imbalance Quantities greater than five (5) percent of Total Daily Usage, the Daily Under-Delivery Charge; plus
(2) The higher of (a) all other charges incurred by Company and attributable to Pool Operator's Daily Under-Delivery Imbalance Quantity, including pipeline penalty charges on the OFO shortfall quantities, or (b) an OFO Imbalance Charge of $10.00 per Dth on the portion of the Daily Under-Delivery Imbalance Quantity that is greater than five (5) percent of Total Daily Usage; plus
(3) Applicable taxes.

The Daily Over-Delivery Imbalance Quantity subject to being cashed-out shall increase to 25% during a Cold Weather OFO. Pool Operator shall be paid the following:

(1) 0.9 times the Daily Over-Delivery Charge for each Dth of Daily Over-Delivery Imbalance Quantity that is greater than 25%, up to and including 35% of Total Daily Usage; plus
(2) 0.75 times the Daily Over-Delivery Charge for each Dth of Daily Over-Delivery Imbalance Quantity that is greater than 35% of Total Daily Usage.

Warm Weather OFO Day:
During a Warm Weather OFO, the Pool Operator shall be subject to the following Daily OFO Over-Delivery Imbalance provisions:

If Pool Operator's Daily Over-Delivery Imbalance Quantity is greater than 5% of its actual Total Daily Usage, the excess quantities shall be cashed out. Pool Operator shall be paid for each Dth of Daily Over-Delivery Imbalance Quantities greater than five (5) percent of Total Daily Usage, the Daily Over-Delivery Charge. Additionally, Pool Operator shall pay the following:

(1) The higher of (a) all charges incurred by Company and attributable to Pool Operator's Daily Over-Delivery Imbalance Quantity; including pipeline penalty charges on the OFO excess quantities, or (b) an OFO Imbalance Charge of $10.00 per Dth on the portion of the Daily Over-Delivery Imbalance Quantity that is greater than five (5) percent of Total Daily Usage; plus
(2) Applicable taxes.

The Daily Under-Delivery Imbalance Quantity subject to being cashed-out shall increase to 25% during a Warm Weather OFO. Pool Operator shall pay the following:

(1) 1.05 times the Daily Under-Delivery Charge for each Dth of Under-Delivery Imbalance Quantity that is greater than 25%, up to and including 35% of Total Daily Usage; plus
(2) 1.2 times the Daily Under-Delivery Charge for each Dth of Daily Under-Delivery Imbalance Quantity that is greater than 35% of Total Daily Usage.

NOMINATION AND BALANCING PROVISIONS (LARGE TRANSPORTATION SERVICE)

TRADING OF DELIVERED GAS

Pool Operator may trade daily and monthly imbalance quantities with other Large Transportation Service Pool Operators in the same operating system, including those on OFO days, to reduce or eliminate its imbalances. Trading of delivered gas is subject to the following provisions:

(1) The schedule for the trading of imbalances shall be as follows:
   (a) Company shall issue an initial imbalance statement of daily and monthly imbalances (i.e. prior to imbalance trades) to Pool Operator within ten (10) business days following the end of the month.
   (b) Pool Operator shall complete and submit its daily and monthly imbalance trades to Company within two (2) business days following the issuance of the initial imbalance statement.
   (c) Company shall issue a final imbalance statement of daily and monthly imbalances to Pool Operator within three (3) business days following the close of trading.

(2) The quantity eligible for trading is 100% of the Pool's confirmed deliveries minus the applicable Unaccounted for Gas percentage.

(3) Pool Operator shall not trade gas volumes beyond the applicable daily and/or monthly imbalance tolerance.

(4) Company will bill the selling party to an Imbalance Trade a $10.00 Imbalance Trading Charge for each transaction. For purposes of this charge, a transaction is each transfer of delivered gas for a specific gas day or month pursuant to an arrangement by, or between, Pool Operator(s) to purchase, sell, or trade gas imbalances.

(5) Any dollar payments, receipts, or exchanges of other consideration agreed upon between the parties to a delivered gas trading transaction are outside the scope of this Tariff and must be completed between the parties themselves.

SYSTEM BENEFICIAL DELIVERIES

Company may request Pool Operator(s) to voluntarily:

(1) Vary its daily delivery from the nominated delivery quantities;
(2) Deliver to a different pipeline and/or city gate; and/or
(3) Make other changes to gas deliveries to ensure system integrity or mitigate the risk of pipeline penalties being assessed.

If voluntary delivery charges are not adequate to rectify the situation, Company shall change its city-gate allocation delivery requirements applicable to all Pool Operators. Failure to comply will result in Pool Operators being assessed the City-Gate Allocation Non-Compliance Charge. Requirements under this provision are distinct from OFO requirements.

WAIVER OF CHARGES

In its sole reasonable discretion, on a case-by-case basis, Company may waive all or part of any Charge assessable to Pool Operator pursuant to these Nomination and Balancing Provisions, when such Charges result from situations which occur beyond the reasonable control of Pool Operator, including, without limitation, an unexpected production outage, equipment malfunction or upstream pipeline error. The waiver of such otherwise assessable Charge shall be exercised on a non-discriminatory basis. Requests for waivers must be submitted in writing to Company and be signed by an authorized representative of Pool Operator. Company will retain records of waiver requests received and their dispositions. Daily and Monthly Balancing Provisions, and Non-Compliance Charges may be waived or amended. Company may utilize historical and/or average daily usage to determine the impact of missing daily metered usage on the Pool's imbalances, if any, when considering a waiver request herein.

NOMINATION AND BALANCING PROVISIONS (LARGE TRANSPORTATION SERVICE)

DISPOSITION OF CHARGES

The gas cost portion of all Cashouts relating to imbalances and all incremental gas costs and pipeline penalties will be recovered from or credited to Suppliers providing system balancing through Company-released storage based on their Capacity Release Percentage. The following charges will also be credited to the Suppliers: Nomination Error Charges, City Gate Allocation Non-Compliance Charges, Storage Non-Compliance Charges, DDQ Non-Compliance Charges, the non-gas portions of all imbalance Cashouts, Peaking Supply Charges, OFO Non-Compliance Charges, and Delivery Point Balancing Amount. Company will not retain amounts associated with Nomination and Balancing Provisions Charges, except as necessary to offset pipeline penalties.

CHOICE SUPPLIER POOLING SERVICE TERMS AND CONDITIONS

APPLICABILITY

The following Terms and Conditions apply to Choice Suppliers under Rate 385, Choice Supplier Pooling Service.

CUSTOMER ENROLLMENT

All Choice Supplier transactions such as Customer enrollments, drops, tax exemption changes, and rate code changes, must be in the form of EDI transactions as directed by Company. The Choice Supplier will utilize the file standards as required by Company, which may change from time to time.

Customer Sign-Up and Enrollment Procedures:
When soliciting and/or enrolling Non-Mercantile Customers, Choice Suppliers must adhere to the Commission's "Minimum Standards for Competitive Retail Natural Gas Service" rules and coordinate customer enrollment with Company in accordance with the procedures set forth in Chapter 4901:1-29 of the OAC.

Regardless of Customer enrollment method used, within three (3) business days after completion of enrollment (unless a later date is agreed to or Customer rescinds), Choice Supplier will provide Company with an electronic file in a format specified by Company, containing a listing of all Customers that Choice Supplier has signed up or desires to drop since its last submission. Among other things, this list shall include each Customer's name, service address, and Company account number. Company will evaluate the information provided for accuracy and Customer eligibility and provide Choice Supplier with a confirmation report within three (3) business days. In the event more than one (1) Choice Supplier includes the same Customer on their enrollment files to begin the same period, Customer will be assigned to Choice Supplier whose acceptable enrollment was first processed by Company.

Once complete and accurate information supporting a Customer joining or leaving Choice Supplier's Pool is received and confirmed by Company, the change will be effective with Customer's next on-cycle meter reading after the rescission period which includes seven (7) business days from the postmarked date Company sends a letter indicating Customer may rescind its Choice Program enrollment with or change of Choice Suppliers. This process can take up to twelve (12) business days. If Customer rescinds its enrollment prior to commencing service with a Choice Supplier, Company shall notify Choice Supplier within two (2) business days of Customer's rescission. Customer will remain with its Choice Supplier until:

(1) Customer's name, service address, and account number appear on another Choice Supplier's electronic enrollment file listing;
(2) Customer or Choice Supplier notifies Company that Customer has been dropped from the Choice Program or Customer's contract has expired;
(3) Customer moves out of their current Premises; or
(4) Customer joins the PIPP program (see definition of "Pool" on Sheet 59).

CHOICE SUPPLIER POOLING SERVICE TERMS AND CONDITIONS

Company shall issue a written notification to Customer informing Customer of the applicable change. Customers who on their own initiative decide to terminate their relationship with a Choice Supplier will be permitted to do so without Company making any determination regarding whether Customer is contractually permitted to make such move. In that instance, Customer shall transfer to SCO Service unless it selects another Choice Supplier, or to DSS if Customer is ineligible for SCO Service. Company shall not be liable to Choice Supplier or Customer for allowing Customer to transfer to DSS or SCO Service or another Choice Supplier.

If Company rejects a Customer enrollment, Choice Supplier shall notify Customer within three (3) business days from Company's notification of rejection that Customer will not be enrolled or enrollment will be delayed, along with the reason(s) therefore.

Enrollments will be rejected if Customer has a pending enrollment with a different Choice Supplier.

Company shall, prior to a Customer commencing service with a Choice Supplier, mail Customer a confirmation notice stating:

(1) Company has received a request to enroll Customer with the named Choice Supplier, and, in the case of an enrollment request from a Customer who is currently served by another Choice Supplier, a statement that Company's records reflect that Customer is currently enrolled with another Choice Supplier along with an admonition that Customer should review the terms and conditions of the incumbent Choice Supplier's Contract for Customer's obligations under said Contract;
(2) The date such service is expected to begin;
(3) Customer has seven (7) business days from the postmark date on the notice to contact Company telephonically, in writing, or via the Internet to rescind the enrollment request or notify Company that the change of Choice Supplier was not requested by Customer; and
(4) Company's toll-free telephone number, mailing address, and website address.

Choice Supplier's failure to adhere to any Customer enrollment procedures or failure to provide verification of enrollment within the time period specified herein shall be treated in the same manner as other violations of the Choice Supplier Code of Conduct.

Choice Eligible Customer Account List:
Company shall make available to Choice Supplier an electronic list of Customers' accounts eligible for participation in the Choice Program, as defined in Section 4929.22-(B) of the Revised Code. The charges for such Choice Eligible Customer Account list are described in Rate 385.

Content of Renewal Notices:
Choice Suppliers must adhere to the Commission's "Minimum Standards for Competitive Retail Natural Gas Service" rules in accordance with the procedures set forth in Rule 4901:1-29-10 of the OAC when renewing Customer's contract.

CHOICE SUPPLIER POOLING SERVICE TERMS AND CONDITIONS

POOL CUSTOMER BILLING OPTIONS

Choice Supplier may elect one (1) of the following two (2) billing options for its Pool Customers. Such election shall be applicable to all of Choice Supplier's Pools and Customers. Choice Supplier may change its billing option by providing no less than six (6) months prior written notice to Company, and cannot change it more frequently than once in any six (6) month period.

Option 1 - Rate Ready Company Consolidated Billing:
Pool Customer shall receive one (1) Bill from Company that indicates the name of Choice Supplier from whom Customer is receiving its gas supply and which includes an amount for Choice Supplier's gas supply charges in accordance with the pricing arrangements agreed upon between Choice Supplier and Customer, in addition to any taxes which Choice Supplier must collect. Choice Supplier shall furnish Company with sufficient Bill contents as required in Rule 4901:1-29-12(B) of the OAC. Company's consolidated Bill may provide the budget amounts, past due balances, and payments applied on a consolidated basis only. A Choice Supplier who elects this billing option will be limited to a reasonable number of pricing arrangements to which a Customer may be assigned by Choice Supplier.

Pool Customer will be responsible for making payment to Company for the entire amount shown on the Bill, including both Company's and Choice Supplier's charges. Once a month, Company shall remit to Choice Supplier, by wire transfer or otherwise, payment for all gas supply billed to Choice Supplier's Customers by Company on Choice Supplier's behalf, including taxes attributable to Choice Supplier's portion of the Bill, less any applicable offsetting amount. Choice Supplier shall be responsible for dispersing to the appropriate taxing authorities any tax that is attributable to Choice Supplier's portion of the Bill.

In the event Customer remits to Company less than the full payment due, the payment received shall first be attributed to Company's past due charges, then to Company's current charges, and the residual amount, if any, shall be attributed to Choice Supplier's portion of the Bill, including the taxes thereon. Customer shall be subject to the Late Payment Charge set out in Sheet No. 30, Miscellaneous Charges, against the entire amount of past due charges on Customer's Bill. Company shall be responsible for collection responsibilities associated with any shortfall from Customer.

CHOICE SUPPLIER RATES

Under the consolidated billing option, Choice Supplier must request new rates by submitting Company's Rate Submittal Form no less than thirty (30) days in advance. Choice Supplier will be limited to twenty-five (25) new rates annually, provided, however, Company will reasonably and in good faith work with suppliers to allow them additional new rate codes when situations arise and there is a reasonable need to exceed 25 new rate codes in a given year. The Choice Supplier may use any rate structure currently billed by Company's standard billing system. If Choice Supplier desires to offer pricing arrangements that require billing system changes and Company is willing to enhance its system to accommodate the request, both Company and the Choice Supplier will negotiate payment from Choice Supplier for adapting Company's billing system.

New rates will have an effective date of the first day of the month following the thirty (30) day-notice. Choice Supplier will be responsible for updating the rate step of the new rate according to Company's process and timeline for updating existing Choice rates.

CHOICE SUPPLIER POOLING SERVICE TERMS AND CONDITIONS

TAXES

Choice Suppliers' rates shall exclude all sales taxes. Company will calculate state and local taxes and add the amount to Customer's gas supply charges. Company assumes no responsibility or risk for any incorrect billing of taxes to Customer. Choice Supplier and Customer shall hold Company harmless for any assessments, interest, penalties, or risk of any kind whatsoever, related to any incorrect billing of taxes on behalf of Choice Supplier.

If Customer claims to be tax exempt, Customer has the sole and complete responsibility for the provision to Choice Supplier of all necessary documentation regarding Customer's tax-exempt status. Company assumes no responsibility or risk for any misapplication of tax-exempt status to any Customer. The Choice Supplier or Customer shall hold Company harmless for any assessments, interest, penalties, or risk of any kind whatsoever, related to any misapplication of tax-exempt status to any Customer.

UPDATING EXISTING CHOICE SUPPLIER RATES

Choice Supplier will submit rates in the manner and timeline indicated by Company, which may change from time to time. Company will provide an electronic pre-bill confirmation for each rate change or rate addition. Choice Supplier will review the pre-bill confirmation and acknowledge that the rates are correct or indicate any required changes to Company. All pre-bill confirmations from Choice Supplier must be received by Company by the designated deadline. If Choice Supplier submits an account on the wrong rate or Pool, or fails to provide timely rate information, the Choice Supplier is responsible for making Customer financially whole. Company may, at its sole discretion, make an adjustment for Choice Supplier at an agreed-upon fee. Rate changes submitted beyond the designated deadline will not be accepted and Company will use the then existing rate under such rate option.

Option 2 - Dual Billing:

Pool Customer shall receive two (2) bills as follows:

(1) Company shall bill and collect for its portion of the Bill that includes charges for Transportation Service and all applicable Riders. Company's Bill shall include Choice Supplier's name and a statement that Choice Supplier is responsible for billing Choice Supplier's charges. In the event that Customer remits to Company less than the amount included on Company's Bill, Customer shall be subject to the same late payment charges and disconnect rules that would be applicable if Customer were receiving SCO Service.

(2) Choice Supplier shall be responsible for billing and collecting its part of the bill including any arrearages due from Choice Supplier's own prior billings. To facilitate Choice Supplier's portion of the billing each month, Company will provide Choice Supplier with an electronic notification of the monthly meter readings of all Customers within Choice Supplier's Pool that have been billed by Company. Such billing data will correspond to the meter reading data on which Company based its Bill for Transportation Service. Choice Supplier may terminate gas sales to any Pool Customer for non-payment and remove Customer from its Pool in accordance with the procedures for deleting Customers from a Choice Supplier's Pool.

Choice Supplier shall provide Company with the bill format.

CHOICE SUPPLIER POOLING SERVICE TERMS AND CONDITIONS

CUSTOMER INQUIRIES AND DISPUTE RESOLUTION

Choice Suppliers shall investigate Customer complaints (including Customer complaints referred by Company) in accordance with the procedures set forth under Commission Rule 4901:1-29-08 of the OAC.

CODE OF CONDUCT

Choice Supplier Code of Conduct:

In addition to fulfilling the Terms and Conditions of Company's Choice Supplier Pooling Agreement for Residential and General Transportation, the participating Choice Supplier and Governmental Aggregator shall be certified by the PUCO, as set forth in Rule 4901:1-27 of the OAC, the Commission's rule addressing Certification of Governmental Aggregators and Retail Natural Gas Suppliers.

The Choice Supplier and Governmental Aggregator shall conduct its activities consistent with the Commission's rules governing Competitive Retail Natural Gas Service as set forth in Rules 4901:1-27 through 4901:1-34 of the OAC, which are incorporated herein by reference. Company shall make copies of the applicable Competitive Retail Natural Gas Service rules available upon request. Choice Supplier's failure to comply with Company's Tariff and/or Commission Rule requirements may be deemed to be a material default within the meaning of Commission Rule 4901:1-13-14(I) of the OAC, which may be grounds for Company requesting suspension or termination of the Choice Supplier Pooling Agreement for Residential and General Transportation, pursuant to the Rule.

CAPACITY AND OPERATING REQUIREMENTS

Comparable Firm Capacity Requirement:

Choice Supplier agrees to secure sufficient firm interstate pipeline capacity, of which a portion may be Company released capacity, with primary delivery points to Company's city gates and firm supply to meet 100% of each month's Peak Design Day Demand of its Pool Customers, less a percentage during the Peak Season reflecting the Pool's entitlement to Company's Peaking Supplies as described below ("Allocation of Peaking Supplies") if applicable. All obligations of Choice Supplier with respect to such capacity and supply shall be the sole responsibility of Choice Supplier.

To verify Choice Supplier's compliance with this Comparable Firm Capacity Requirement, Choice Supplier must submit comparable firm capacity plans to Company no later than October 31st of each year. Choice Supplier will provide to Company upon request copies of contracts for upstream pipeline capacity not released by Company and supply contracts showing the firm quantities reserved or purchased and the specific points of delivery. If Choice Supplier is securing firm city gate supplies, Choice Supplier shall provide a copy of such firm supply agreement, and additional documentation as required by Company to confirm compliance of the applicable interstate pipeline capacity. Proof of comparable capacity may be provided to Company for the entire Peak Season or on a monthly basis and is due by the 25th of the preceding month for each month in the Peak Season.

If Company identifies a firm capacity deficiency, such deficiency shall be resolved to Company's satisfaction by one (1) or a combination of the following, at Choice Supplier's discretion: 1) immediate acquisition by Choice Supplier of additional firm pipeline capacity, 2) delayed enrollment of new Pool Customers, 3) return/transfer of existing Pool Customers to SCO Service, or 4) transfer of Pool Customers to one (1) or more Choice Suppliers. If Company identifies a firm supply deficiency, such deficiency shall be resolved to Company's satisfaction by one (1) or a combination of the following, at Choice Supplier's discretion: 1) immediate acquisition by Choice Supplier of additional firm supply, 2) delayed enrollment of new Pool Customers, 3) transfer of existing Pool Customers to SCO Service, or 4) transfer of Pool Customers to one (1) or more Choice Suppliers.

CHOICE SUPPLIER POOLING SERVICE TERMS AND CONDITIONS

Mandatory Assignment of Pipeline Capacity:
Company will release its pipeline transportation and storage capacity to Choice Supplier based upon a percentage (to be confirmed annually) of the Peak Design Day Demand of Choice Supplier's Pool. Company may release contracts for one (1) or more months. Some capacity contracts may be released only to SCO Suppliers. Choice Supplier may elect to have a Choice Supplier's Designee take release of Choice Supplier's allocation of pipeline transportation and storage capacity. Choice Supplier's Designee must be a signatory party to a Tri-Party Capacity Release Agreement as set forth below. Choice Supplier or Choice Supplier's Designee shall take release of specific interstate pipeline firm transportation and storage capacity for a term, agreed to by Company, subject to Company's right of capacity recall contained elsewhere in these Terms and Conditions.

Terms and conditions of the capacity release will be specified in pipeline capacity release forms, including length of term, price, and recall requirements, subject to FERC requirements for capacity release. Choice Supplier or Choice Supplier's Designee may not change any primary points of receipt or delivery associated with released pipeline transportation contracts during the term of the capacity release. In addition, for specific parcels of capacity identified by Company, Choice Supplier or Choice Supplier's Designee may not utilize any delivery point other than those primary and secondary points identified by Company unless the capacity is released at the pipeline's full tariff rate or unless an alternate capacity billing arrangement is agreed to by Choice Supplier and Company. The released capacity is subject to recall at any time if Choice Supplier or Choice Supplier's Designee does not perform in accordance with the Agreement or fails to comply with the Choice Supplier Code of Conduct and other provisions set forth in these Terms and Conditions.

Choice Supplier or Choice Supplier's Designee may re-release any capacity assigned to it hereunder, except Columbia Firm Storage Service ("FSS") and Storage Service Transportation ("SST") storage capacity, provided that: 1) Choice Supplier or Choice Supplier's Designee will continue to be responsible for payment of all pipeline charges associated with the released capacity; 2) any re-release of such capacity remains subject to the restrictions identified in Company's Tariff; and 3) the capacity is not needed to satisfy the Choice Supplier's Pool's DDQ on such day(s). Choice Supplier or Choice Supplier's Designee may use other firm pipeline capacity to supply its DDQ and re-release portions of its assigned pipeline capacity, subject to the previously mentioned restrictions.

Tri-Party Capacity Release Agreement:
A Tri-Party Capacity Release Agreement must be executed by Choice Supplier, Choice Supplier's Designee, and Company before the assignment of pipeline transportation and/or storage capacity and all other terms and conditions contained in such Tri-Party Capacity Release Agreement are effective. Choice Supplier's Designee shall be subject to Company's approval. Company retains discretion to reject a proposed Choice Supplier Designee based on a creditworthiness evaluation or other issues that take into consideration the reliability of performance of all obligations, including financial obligations. Choice Supplier's Designee must comply with all capacity release requirements and re-release limitations, either per this Tariff for Gas Service or per Company operating procedures. Choice Supplier shall remain responsible for both its and its Choice Supplier's Designee's compliance with the requirements of Company's Choice Program.

Reassignment of Capacity:
Transportation and storage capacity released to Choice Suppliers will follow Customers to their new Choice or SCO Suppliers upon migration to and from Choice Service with reassignment of capacity to Choice and SCO Suppliers based on their Peak Design Day Demands. Company reserves the right

CHOICE SUPPLIER POOLING SERVICE TERMS AND CONDITIONS

to adjust capacity release quantities intra- month in the event large migrations occur. Reassignment of capacity may occur for terms in excess of one (1) month.

Operational System Balancing:
Company's Columbia storage will be released to each Choice Supplier on a proportionate basis. The holders of Company-released Columbia storage capacity will collectively provide system balancing through Predetermined Allocations ("PDA") set with Columbia.

PDAs will be established with Columbia at the beginning of each month proportional to the percentage of Columbia storage capacity released to Suppliers. Each day Choice Supplier will be allocated a portion of the daily system imbalance based on its PDA percentage. Choice Supplier will be charged by Columbia for any overrun or penalties associated with exceeding its individual storage volume limits. If Company, as meter operator, incurs Columbia penalties, such penalties will be assessed to each Choice Supplier that contributed to the penalty proportional to their contribution to the violation.

Choice Suppliers will agree to provide Company access to their daily Columbia Inventory and nomination information. Choice Supplier shall submit monthly agency agreements to Columbia providing such access in the manner required by Company and Columbia. Choice Suppliers must follow Company-established minimum and maximum limits for daily storage injections and withdrawals, and minimum storage inventory requirements to ensure sufficient storage inventory and capacity to balance Company's system each day. At no time shall Choice Supplier's Company-released Columbia storage inventory volume be less than the minimum specified by Company.

Provider of Last Resort ("POLR") Service:
Choice Supplier shall temporarily provide supply from Company-released Columbia storage capacity to cover system load requirements in the event of a Choice or SCO Supplier default or OFO event.

Defaulting Choice or SCO Suppliers are required to reimburse affected parties for any incremental costs incurred to provide POLR Service. Any incremental costs not recovered from defaulting Suppliers will be included for recovery in the ETC Rider.

Company will act as POLR Coordinator, identifying the need for POLR service and notifying SCO and Choice Suppliers.

Company will take the following short-term action with regard to obtaining POLR supply:
(1) Choice and SCO Suppliers collectively will provide supply to meet POLR needs, using their individual Columbia storage inventories. The withdrawn storage inventory will be subsequently replaced;
(2) If Company determines that the daily quantity of gas needed may affect the reliability of the system, an OFO will be issued, to ensure Pool Operators are not under delivering versus their respective usages during the POLR period;
(3) As soon as practicable, all transportation and storage capacity released to any defaulting SCO Supplier or Choice Supplier will be recalled by Company who will use it to meet the immediate needs of the defaulting Supplier's customers. Company will claim the defaulting Supplier's storage inventory as needed to meet the defaulting Supplier's customer loads.

CHOICE SUPPLIER POOLING SERVICE TERMS AND CONDITIONS

(4) Company will fill any remaining shortfall through acquiring additional temporary capacity and supply or city gate deliveries or by coordinating the delivery of city gate delivered volumes with non-defaulting Choice and SCO Suppliers. Non-defaulting Choice and SCO Suppliers shall be compensated by Company for volumes delivered at the price agreed upon for the applicable transaction. Defaulting Choice Suppliers will reimburse Company for all costs associated with the default.

(5) Company will coordinate the provision of POLR service for the remainder of the billing month in which a Supplier default occurs, and the subsequent month, or until an alternate solution is effectuated.

In the event of defaulting Choice or SCO Supplier removal, Company will take the following action:

(1) If a Choice Supplier is removed, Company will offer non-defaulting Choice Suppliers the option of assuming the Customers of the removed Choice Supplier. Customers of the removed Choice Supplier shall be charged the SCO Rider rate until such time as Customer enters into a contract with a new Choice Supplier. If Customer elects to discontinue Choice service or is dropped by the new Choice Supplier, said Customer will transfer to DSS or SCO service, as applicable. If no non-defaulting Choice Supplier assumes the removed Choice Supplier's Customer(s), such Customer(s) will transfer to SCO service.

(2) If an SCO Supplier is removed or Choice Suppliers do not assume the Customers of a removed Choice Supplier:

   (a) The remaining SCO Suppliers' loads will be increased to cover the defaulted load on a pro rata basis. Such incremental load will be limited to 50% of initial Tranches awarded.

   (b) For the portion of increased load quantity greater than 50% of initial Load Tranches awarded to remaining SCO Suppliers, Company shall solicit non-defaulting SCO Suppliers to serve the defaulted load through the end of the current SCO Phase at the SCO price established in the auction governing the current SCO Phase.

   (c) If assignment to SCO Suppliers under part (a) and voluntary solicitation under part (b) does not accommodate assignment of the entire load of the removed SCO Supplier, Company shall solicit non-defaulting Choice Suppliers to serve the defaulted load through the end of the current SCO Phase at the SCO price established in the auction governing the current SCO Phase unless Customer enters into a contract with a Choice Supplier.

   (d) If after taking the above actions unserved SCO load remains, the remaining unserved load will be assigned to a new SCO Supplier based on an accelerated auction process.

   (e) The removed SCO Supplier will be responsible for all costs associated with (a) through (d) as described herein.

Company may require additional collateral from SCO and Choice Suppliers that have elected to serve any portion of the defaulted load prior to assignment of the incremental load.

Choice Eligible Customer(s) of the removed Choice or SCO Supplier may elect to enroll with a non-defaulting Choice Supplier at any time during the process.

CHOICE SUPPLIER POOLING SERVICE TERMS AND CONDITIONS

Company Demand Forecast:
Company shall forecast each Pool's Expected Demand based upon Company's design day and forecasted weather and the historic usage characteristics of the Pool's Customers. The Expected Demand, and corresponding DDQ shall be based on a single market area. However, Company may create separate forecasts and DDQs and require separate Pools for specific market areas.

Daily Scheduling of Directed Delivery Quantities:
By 9:00 a.m. Central Clock Time ("CCT"), Company will post on its GTS, Choice Supplier's DDQ by Pool for the gas day beginning 9:00 a.m. CCT the following day. Such DDQ shall be the sum of: 1) the Expected Demand of Choice Supplier's Pool for that gas day calculated using the Pool's demand equation and forecasted weather; 2) Unaccounted for Gas quantities based on Company's Unaccounted for Gas Percentage; and 3) any necessary adjustments for interstate pipeline and/or Company operating constraints, system knowledge and experience, and/or prior imbalances associated with the periodic volume reconciliations. The DDQ will be stated in city gate Dths.

At the time of posting the DDQ, Company shall indicate the minimum, maximum or exact volume that shall be delivered by Choice Supplier on each interstate pipeline or to each Company city gate to achieve the DDQ. Company shall maintain City Gate Allocation tables that outline the range of minimum and maximum delivery percentages required by city gates and/or service areas on Company's system. These percentages shall be recalculated and communicated to Choice Suppliers periodically.

Nomination Provision:
Choice Suppliers are required to nominate scheduled storage injections and withdrawals to the pipelines and to Company for all Company-released storage capacity. Company will post daily minimum and maximum Columbia storage injection and withdrawal limits, and monthly minimum storage inventory levels. Scheduled injection nomination rights during the Winter Season and scheduled withdrawal nomination rights during the Summer Season are subject to approval in advance by Company.

By 1:00 p.m. CCT each day, and in any intra-day nominations thereafter, Choice Supplier shall nominate to Company via Company's GTS the quantity of gas that it has scheduled for delivery at Company's city gate(s) for its Pool(s) for the following gas day. Choice Supplier agrees to adhere to the nominating guidelines set out in the FERC approved tariff of the applicable interstate pipeline and comply with any Company operating and/or interstate pipeline restrictions communicated by Company or pipeline.

Company may accept nominations submitted after the deadlines specified above within its reasonable discretion. Intra-day nominations must be approved in advance by Company. Until Choice Supplier submits the required nomination, Choice Supplier's nomination of daily quantities shall be zero. Unless otherwise permitted by Company in writing, the nomination period shall not exceed thirty-one (31) days.

Company may at its discretion perform a No-Notice nomination to Choice Supplier's Company-released Columbia storage for the prior day's flow if the Choice Supplier has not (1) delivered adequate

CHOICE SUPPLIER POOLING SERVICE TERMS AND CONDITIONS

supplies to meet their DDQ or (2) met its Columbia minimum City Gate Allocations delivery percentage requirement.

Choice Supplier shall be responsible for verifying and, if necessary, correcting its Daily Pipeline Nomination so that it matches Choice Supplier's confirmed pipeline deliveries and is compliant with the City Gate Allocations percentage requirements.

System Beneficial Deliveries:
Company may request Choice Supplier(s) to voluntarily 1) vary its daily delivery from the nominated delivery quantities; 2) deliver to a different pipeline and/or city gate; and/or 3) make other changes to gas deliveries to ensure system integrity or mitigate the risk of pipeline penalties being assessed. If voluntary delivery changes are not adequate to rectify the situation, Company shall change its city-gate allocation delivery requirements applicable to all Pool Operators. Failure to comply will result in Pool Operators being assessed the City-Gate Allocation Non-Compliance Charge. Requirements under this provision are distinct from OFO requirements.

Procedure for Gas Emergency Calls:
Choice Suppliers are required to adhere to Company's Gas Emergency Call Handling Procedure as it may be amended from time to time.

Allocation of Peaking Supplies:
During the months of December through February, Company may reserve a portion of its Peaking Supplies for Choice Supplier Pools if deemed necessary, based on the product of each Pool's then-applicable Peak Design Day Demand and the percentage of Company's total design day needs forecasted to be met by Peaking Supplies that month. The portion reserved shall be applied as a reduction to the Peak Design Day Demand that Choice Supplier must meet pursuant to its Comparable Firm Capacity Requirement.

On any day when the Pool's Expected Demand reaches the volume of Choice Supplier's Comparable Firm Capacity Requirement, Company may supply the Pool's gas needs in excess of the Choice Supplier's Comparable Firm Capacity Requirements with Peaking Supplies.

Choice Supplier will be assessed a proportionate share, as determined by Company, of the costs of Peaking Supplies obtained by Company and used for peak shaving for hourly load shaving and any other uses of Peaking Supplies determined to be necessary for system operation in Company's discretion.

Choice Supplier shall pay such peaking-demand charge based on its proportionate share of assigned Peaking Supply as billed by Company during the Peak Season. Such unit-demand charge shall be equal to the total capacity costs and other fixed costs associated with Company supplied peaking resources.

By October 1 of each year, and when there is a material change in Company's peaking capacity, Company shall indicate the Choice Supplier Pool's Peak Design Day Demand if any, that will be met with Company's Peaking Supplies allocated by Company to such Pool, if any.

CHOICE SUPPLIER POOLING SERVICE TERMS AND CONDITIONS

Measurement of Customer Usage Volumes:
Company shall be responsible for all usage measurement at the Delivery Point to Customer's facilities. Monthly volumes billed to Pool Customers shall be considered actual volumes consumed, whether the meter reading is actual or estimated.

Quality of Gas Delivered by Choice Supplier:
Choice Supplier warrants that all gas delivered by or on behalf of Choice Supplier for its Pool Customers shall meet the quality, pressure, heating value and other quality specifications of the applicable FERC Gas Tariff of the interstate gas pipeline delivering said gas to Company.

Title and Warranty:
Choice Supplier warrants that it will, at the time and place of delivery, have good right and title to all volumes of gas delivered on its behalf, free and clear of all liens, encumbrances, and claims whatsoever, and that it will indemnify and hold Company harmless for all suits, actions, debts, accounts, damages, costs, losses, or expenses (including reasonable attorney fees) arising from or out of the adverse claims of any or all persons relating to or arising from said gas.

MONTHLY VOLUME RECONCILIATION

(1) Choice Suppliers' deliveries will be reconciled to their requirements on a monthly basis.
(2) For each month during the SCO Period, Company will compare each Choice Supplier's Deliveries to its Pool's Requirements, and Allocated Requirements to determine the Supplier's monthly Reconciliation Volumes.
    (a) Choice Supplier's Deliveries will be the sum of Choice Supplier's confirmed deliveries to the city gate and its no-notice storage activity, and its allocated share of Peaking Supplies.
    (b) Choice Supplier's Pool Requirements will be determined by adjusting Choice Supplier's Pool's actual billed usage for annual Standard Btu Value and the Unaccounted for Gas Percentage identified in Company's Tariff.
    (c) Choice Supplier's Allocated Requirements will include Choice Supplier's portion of Large Transportation Service Pool Operators' Imbalance volumes, Company's Line Pack changes, and Company's Operational Balancing Agreement ("OBA") volume changes.
(3) The reconciliation Cashout price for each month will be the IFERC Gas Market Report First-of-the-month price for Columbia Gas Transmission Corp, Appalachia plus applicable variable costs including fuel retention and pipeline variable charges.
(4) The sum of the monthly reconciliation Cashout amounts, plus any applicable taxes, will be the monthly Cashout credit or charge. The monthly Cashout credit or charge will be recovered or passed back in the Exit Transition Cost ("ETC") Rider.
(5) Such reconciliations will be performed in the second month following the end of the last month of flow.
(6) Company may elect to adjust the Choice Supplier's reconciliation imbalance and/or receivables for up to twelve (12) months after the original billing date for any Choice Customers' bills at issue, for accounting or billing errors, billing disputes, or any other necessary or appropriate adjustments.
(7) The Choice Supplier's Monthly Volume Reconciliation Cashout charges and credits will remain subject to revision based on any corrections to underlying data and any issues identified in the annual ETC Audits.

CHOICE SUPPLIER POOLING SERVICE TERMS AND CONDITIONS

CONSEQUENCES OF CHOICE SUPPLIER'S FAILURE TO PERFORM OR COMPLY

If a Choice Supplier fails to deliver gas in accordance with the requirements of the Choice Supplier Pooling Agreement, or otherwise fails to comply with the provisions of Rate 385 and these Terms and Conditions, including those specified in the Choice Supplier Code of Conduct section, Company shall have the discretion to initiate the process to suspend temporarily or terminate such Choice Supplier's further Choice Program participation for the applicable Pool.

Non-Mercantile Pool: In the event Company seeks to suspend or terminate a Choice Supplier from the provision of service to any Non-Mercantile Pool under the Choice Program, Company shall follow the process and timeline set out in Rule 4901:1-13-14(1), OAC. Among other things, this establishes the process by which Company must seek authorization from the Commission to terminate or suspend a Choice Supplier from providing service to a Non-Mercantile Pool in the event of a default.

Mercantile Pool: In the event Company intends to suspend or terminate a Choice Supplier from the Choice Program, Company shall first notify the Choice Supplier of the alleged violations that merit suspension or termination. Such notice shall be in writing, contain reasonable detail and shall be sent to Choice Supplier at the fax number listed in the Choice Supplier Pooling Agreement five (5) days prior to the suspension or termination. If, within five (5) days after the service of the previously mentioned notice, Choice Supplier remedies or removes the cause or causes stated in the notice, the Choice Supplier Pooling Agreement and such Mercantile Pool will continue in full force and effect. If Choice Supplier does not remedy or remove the cause or causes within five (5) days, then at the option of Company, the Choice Supplier Pooling Agreement relative to all Mercantile Pools may terminate at the expiration of said five (5) day period.

If Choice Supplier is suspended or expelled from the Choice Program relative to a specific Pool, Customers in such Pool shall be assigned to an SCO and/or Choice Supplier pursuant to Company's Provider of Last Resort provisions as described within these Terms and Conditions. Any termination or cancellation of the Choice Supplier Pooling Agreement relative to some or all of Choice Supplier's Pools and pursuant to any provision of this section shall be without waiver of any remedy, whether at law or in equity, to which the party not in default otherwise may be entitled for breach of the Agreement.

CHOICE SUPPLIER WITHDRAWAL OR TERMINATION

If Choice Supplier in total or for a specific Pool is restricted from further participation in the Choice Program or elects to withdraw from the Choice Program, Company shall have the right to recall all pipeline capacity then assigned to Choice Supplier by Company associated with the specific Pool(s) in accordance with the terms of the release agreement. Payment of any amounts payable to Choice Supplier by Company will be held by Company until all volumes are reconciled and any charges owed to Company are paid in full.

CHOICE SUPPLIER POOLING SERVICE TERMS AND CONDITIONS

WAIVER OF CHARGES

In its reasonable discretion, on a case-by-case basis, Company may waive all or part of any Charge assessable to Choice Supplier pursuant to Rate Schedule 385 and these Terms and Conditions, when such Charges result from situations which occur beyond the reasonable control of Choice Supplier. The waiver of such otherwise assessable Charge shall be exercised on a non-discriminatory basis. Requests for waivers must be submitted in writing to Company and be signed by an authorized representative of Choice Supplier. Company will retain records of waiver requests received and their dispositions. Non-Compliance Charges may be waived or amended on a case-by-case basis.

FORCE MAJEURE

If either Choice Supplier or Company is unable to fulfill its obligations under the Choice Supplier Pooling Agreement, Rate 385, or these Terms and Conditions due to an event or circumstance which is beyond the control of such party and which prevents such performance, such party shall be excused from and will not be liable for damages related to non-performance during the continuation of such impossibility of performance. None of the following shall be considered a force majeure condition: 1) changes in market conditions that affect the acquisition or transportation of natural gas, 2) failure of Choice Supplier to deliver or Pool Customers to consume scheduled gas volumes, or 3) force majeure or other interruptions called by either gas producers or interstate pipelines.

Total or partial interruption of gas deliveries due to acts of God, the elements, requirements for residential and other uses declared superior to Customers by law, or to other causes or contingencies beyond the control of Company or not proximately caused by Company's negligence, shall not be the basis for claims. Delivery and receipt of gas to be resumed whenever any such cause or contingency shall end. The party claiming force majeure will use due diligence to remove the cause, or mitigate the impact, of the force majeure condition and resume delivery or consumption of gas previously suspended. Gas withheld from Choice Supplier or Pool Customers during a force majeure condition will be delivered upon the end of such condition as soon as practicable based on, among other things, Company’s operating constraints.

UNACCOUNTED FOR GAS PERCENTAGE

APPLICABILITY

The Unaccounted for Gas Percentage shall be applicable to Pool Operators, Choice Suppliers, and SCO Suppliers.

DESCRIPTION

A percentage of the quantities delivered by applicable parties at a point of receipt on Company's distribution system shall be designated to compensate for gas lost, used, and unaccounted for in system operations.

The Unaccounted for Gas Percentage stated below shall be adjusted periodically by Company, through updating of this Sheet No. 54, in accordance with the procedures approved by the Commission in Case No. 18-0298-GA-AIR, to reflect any changes in the system unaccounted for percentage.

UNACCOUNTED FOR GAS PERCENTAGE

The Unaccounted for Gas Percentage is 0.5%.

SCO SUPPLIER TERMS AND CONDITIONS

APPLICABILITY

The following Terms and Conditions apply to SCO Suppliers under Rate 396, SCO Supplier Service.

CAPACITY AND OPERATING REQUIREMENTS

Comparable Firm Capacity Requirement:

SCO Supplier agrees to secure sufficient firm interstate pipeline capacity, of which a portion may be Company released capacity, with primary delivery points to Company's city gates and firm supply to meet 100% of each month's Peak Design Day Demand of its Load Tranche, less a percentage during the Peak Season reflecting SCO Supplier's entitlement to Company's Peaking Supplies, as described below ("Allocation of Peaking Supplies") if applicable. All obligations of SCO Supplier with respect to such capacity and supply shall be the sole responsibility of SCO Supplier.

To verify SCO Supplier's compliance with this Comparable Firm Capacity Requirement, SCO Supplier must submit comparable firm capacity plans to Company no later than October 31st of year. SCO Supplier will provide to Company upon request copies of contracts for upstream pipeline capacity not released by Company and supply contracts showing the firm quantities reserved or purchased and the specific points of delivery. If SCO Supplier is securing firm city gate supplies, SCO Supplier shall provide a copy of such firm supply agreement, and additional documentation as required by Company to confirm compliance of the applicable interstate pipeline capacity. Proof of comparable capacity may be provided for the entire Peak Season or on a monthly basis and is due by the 25th of the preceding month for each month of the Peak Season.

If Company identifies a firm capacity deficiency, such deficiency shall be resolved to Company's satisfaction by immediate acquisition by SCO Supplier of additional firm pipeline capacity. If Company identifies a firm supply deficiency, such deficiency shall be resolved to Company's satisfaction by immediate acquisition by SCO Supplier of additional firm supply.

Mandatory Assignment of Pipeline Capacity:

Company will release its pipeline transportation and storage capacity to SCO Supplier based upon a percentage (to be confirmed annually) of the Peak Design Day Demand of SCO Supplier's Load Tranche. Company may release contracts for one or more months. Some capacity contracts may be released only to SCO Suppliers. SCO Supplier may elect to have a SCO Supplier's Designee take release of SCO Supplier's allocation of pipeline transportation and storage capacity. SCO Supplier's Designee must be a signatory party to a Tri-Party Capacity Release Agreement as set forth below. SCO Supplier or SCO Supplier's Designee shall take release of specific interstate pipeline firm transportation and storage capacity for the term of the SCO Service phase, subject to Company's right of capacity recall contained elsewhere in these Terms and Conditions.

SCO SUPPLIER TERMS AND CONDITIONS

Terms and conditions of the capacity release will be specified in pipeline capacity release forms including length of term, price, and recall requirements, subject to FERC requirements for capacity release. SCO Supplier or SCO Supplier's Designee may not change any primary points of receipt or delivery associated with released pipeline transportation contracts during the term of the capacity release. In addition, for specific parcels of capacity identified by Company, SCO Supplier or SCO Supplier's Designee may not utilize any delivery point other than those primary and secondary points identified by Company unless the capacity is released at the pipeline's full tariff rate or unless an alternate capacity billing arrangement is agreed to by SCO Supplier and Company. The released capacity is subject to recall at any time if SCO Supplier or SCO Supplier's Designee does not perform in accordance with the SCO Supplier Agreement or fails to comply with provisions set forth in these Terms and Conditions.

SCO Supplier or SCO Supplier's Designee may re-release on a recallable basis any transportation capacity released to it hereunder, except Columbia Firm Storage Service ("FSS") and Storage Service Transportation ("SST") storage capacity provided that: 1) SCO Supplier or SCO Supplier's Designee will continue to be responsible for payment of all pipeline charges associated with the released capacity; 2) any re-release of such capacity remains subject to the requirements and restrictions identified in Company's Tariff; and 3) the capacity is not needed to satisfy the SCO Supplier's Load Tranche's DDQ on such day(s). SCO Supplier or SCO Supplier's Designee may use other firm pipeline capacity to supply its DDQ and re-release portions of its assigned pipeline capacity, subject to the previously mentioned restrictions.

Tri-Party Capacity Release Agreement:
A Tri-Party Capacity Release Agreement must be executed by SCO Supplier, SCO Supplier's Designee, and Company before the assignment of pipeline transportation and/or storage capacity and all other terms and conditions contained in such Tri-Party Capacity Release Agreement are effective. Supplier's Designee shall be subject to Company's approval. Company retains discretion to reject a proposed SCO Supplier's Designee based on a creditworthiness evaluation or other issues that take into consideration the reliability of performance of all obligations, including financial obligations. SCO Supplier's Designee must comply with all capacity release requirements and re-release limitations, either per this Tariff for Gas Service or per Company operating procedures. SCO Supplier shall remain responsible for both its and its SCO Supplier's Designee's compliance with the requirements of Company's SCO Program.

Reassignment of Capacity:
Transportation and storage capacity released to SCO Suppliers will follow Customers to their new Choice or SCO Suppliers upon migration to and from Choice Service with reassignment of capacity to Suppliers based on their Peak Design Day Demands. Company reserves the right to adjust capacity release quantities intra-month in the event large Choice migrations occur. Reassignment of capacity may occur for terms in excess of one (1) month.

Operational System Balancing:
Company's Columbia storage will be released to each Choice and SCO Supplier on a proportionate basis. The holders of Company-released Columbia storage capacity will collectively provide system balancing through Predetermined Allocations ("PDA") set with Columbia.

SCO SUPPLIER TERMS AND CONDITIONS

PDAs will be established with Columbia at the beginning of each month proportional to the percentage of Columbia storage capacity released to Suppliers. Each day, SCO Supplier will be allocated a portion of the daily system imbalance based on its PDA percentage. SCO Supplier will be charged by Columbia for any overrun or penalties associated with exceeding its individual storage volume limits. If Company, as meter operator, incurs Columbia penalties, such penalties will be assessed to each SCO Supplier that contributed to the penalty proportional to their contribution to the violation.

SCO Suppliers will agree to provide Company access to their daily Columbia inventories and nomination information. SCO Supplier shall submit monthly agency agreements to Columbia providing such access in the manner required by Company and Columbia SCO Suppliers must follow Company-established minimum and maximum limits for daily storage injections and withdrawals, and minimum storage inventory requirements to ensure sufficient storage inventory and capacity to balance Company's system each day. At no time shall SCO Supplier's Company-released Columbia storage inventory volume be less than the minimum specified by Company.

Customer Enrollments:
All SCO Customer enrollments and drops, with the exception of the April 1st enrollments, will be sent by Company in the form of EDI transactions. The SCO Supplier will utilize the file standards as required by Company, which may change from time to time.

Choice Eligible Customer Account List:
Company shall make available to PUCO-Certified Retail Natural Gas Suppliers approved by Company for participation in Company's SCO Program an electronic list of Customers' accounts eligible for participation in the Choice Program, as defined in Section 4929.22 (B) of the Revised Code. The charges, terms, and conditions applicable to such Choice Eligible Customer account list are described in Rate 385 and shall also apply to any SCO Supplier requesting such list.

Company Consolidated Billing:
SCO Customer shall receive one (1) Bill from Company that indicates the name of SCO Supplier from whom Customer is receiving its gas supply and which includes the SCO Rider Rate, which is the SCO Supplier's gas supply charges, in addition to any taxes for which SCO Supplier must collect.

Taxes:
Company will calculate state and local taxes and add the amount to Customer's gas supply charges. Company assumes no responsibility or risk for any incorrect billing of taxes to Customer. SCO Supplier and Customer shall hold Company harmless for any assessments, interest, penalties, or risk of any kind whatsoever, related to any incorrect billing of taxes on behalf of SCO Supplier.

If Customer claims to be tax exempt, Customer has the sole and complete responsibility for the provision to SCO Supplier of all necessary documentation regarding Customer's tax-exempt status. Company assumes no responsibility or risk for any misapplication of tax-exempt status to any Customer. The SCO Supplier or Customer shall hold Company harmless for any assessments, interest, penalties, or risk of any kind whatsoever, related to any misapplication of tax-exempt status to any Customer.

Welcome Letter:
SCO Supplier shall provide a Standard Welcome Letter provided by Company to all new Customers informing them of the terms and conditions of their agreement and providing Customer with all applicable contact information.

SCO SUPPLIER TERMS AND CONDITIONS

Required Reporting:
SCO Supplier shall maintain records of SCO Customer sales where the solicitation is made directly following any SCO Customer call transferred to the SCO Supplier by the Company. A "sale" or "solicitation" is defined as any agreement by the SCO Customer with the SCO Supplier for non-SCO commodity service (i.e., Choice service provided under Rate Schedules 315 or 325). A solicitation is made directly if the representative of the SCO Supplier to whom the call is transferred either: (1) makes the solicitation, or (2) transfers the SCO Customer to a sales representative or agent who makes the solicitation. These records shall include the SCO Customer name, address, account number, contract price, contract term, type of contract (i.e., fixed, variable, introductory, or other appropriate description), and termination fee, if any, as well as a recording of the full sales call. These records shall be made available to PUCO Staff by the SCO Supplier upon request. Each SCO Supplier is also required to provide a monthly report to the Company on the number of sales made following the transfer of a call under this provision, and the Company shall provide PUCO Staff with a quarterly report including the number of sales, by SCO Supplier, made each quarter following the transfer of a call.

Provider of Last Resort ("POLR") Service:
SCO Supplier shall temporarily provide supply from Company-released Columbia storage capacity to cover system load requirements in the event of a SCO or Choice Supplier default or OFO event.

Defaulting SCO or Choice Suppliers are required to reimburse affected parties for any incremental costs incurred to provide POLR service. Any incremental costs not recovered from defaulting Suppliers will be included for recovery in the ETC Rider.

Company will act as POLR Coordinator, identifying the need for POLR Service and notifying SCO and Choice Suppliers.

Company will take the following short-term action with regard to obtaining POLR supply:

(1) Choice and SCO Suppliers collectively will provide supply to meet POLR needs, using their individual Columbia storage inventories. The withdrawn storage inventory will be subsequently replaced.
(2) If Company determines that the daily quantity of gas needed may affect the reliability of the system, an OFO will be issued to ensure Pool Operators are not under delivering versus their respective usages during the POLR period.
(3) Next, as soon as practicable, all transportation and storage capacity released to any defaulting SCO Supplier or Choice Supplier will be recalled by Company who will use it to meet the immediate needs of the defaulting Supplier's customers. Company will claim the defaulting Supplier's storage inventory as needed to meet the defaulting Supplier's customer loads.
(4) Company will fill any remaining shortfall through acquiring additional temporary capacity and supply or city gate deliveries, or by coordinating the delivery of city gate delivered volumes with non-defaulting SCO and Choice Suppliers. Non-defaulting SCO and Choice Supplier shall be compensated by the Company for volumes delivered at the price agreed upon for the applicable transaction. Defaulting Choice Supplier will reimburse Company for all costs associated with the default.
(5) Company will coordinate the provision of POLR service for the remainder of the billing month in which a Supplier default occurs, and the subsequent month, or until an alternate solution is effectuated.

SCO SUPPLIER TERMS AND CONDITIONS

In the event of defaulting SCO or Choice Supplier removal, Company will take the following action:

(1) If a Choice Supplier is removed, Company will offer non-defaulting Choice Suppliers the option of assuming the Customers of the removed Choice Supplier. Customers of the removed Choice Supplier shall be charged the SCO Rider rate until such time Customer enters into a contract with a new Choice Supplier. If Customer elects to discontinue Choice service or is dropped by the new Choice Supplier, said customer will transfer to DSS or SCO service, as applicable. If no non-defaulting Choice Supplier assumes the removed Choice Supplier's Customer(s), such Customer(s) will transfer to SCO service.

(2) If an SCO Supplier is removed or Choice Suppliers do not assume the Customers of the removed SCO Supplier:

   (a) The remaining SCO Suppliers loads will be increased to cover the defaulted load on a pro rata basis. Such incremental load will be limited to 50% of initial Tranches awarded.

   (b) For the portion of increased load quantity greater than 50% of initial Load Tranches awarded to remaining SCO Suppliers, Company shall solicit non-defaulting SCO Suppliers to serve the defaulted load through the end of the current SCO Phase at the SCO price established in the auction governing the current SCO Phase.

   (c) If assignment to SCO Suppliers under part (a) and voluntary solicitation under part (b) does not accommodate assignments of the entire load of the removed SCO Supplier, Company shall solicit non-defaulting Choice Suppliers to serve the defaulted load through the end of the current SCO Phase unless Customer enters into a contract with a Choice Supplier.

   (d) If after taking the above actions unserved SCO load remains, the remaining unserved load will be assigned to a new SCO Supplier based on an accelerated auction process.

   (e) The removed SCO Supplier will be responsible for all costs associated with (a) through (d) as described herein.

Company may require additional collateral from SCO and Choice Suppliers that have elected to serve any portion of the defaulted load prior to assignment of the incremental load.

Choice Eligible Customer(s) of the removed Choice or SCO Supplier may elect to enroll with a non-defaulting Choice Supplier at any time during the process.

Company Demand Forecast:

Company shall forecast each Tranche's Expected Demand based upon Company's design day and forecasted weather, respectively; the number of Customers in the Tranche; and the historic usage characteristics of the applicable Customers. The forecast provided to SCO Suppliers will include any requirements for Rate 310 (Residential Default Sales Service) and Rate 320 (General Default Sales Service) Customers, which will be based on equal divisions of the historical demand associated with these Customers. However, Company may create separate forecasts and DDQs and require separate Pools for specific market areas.

SCO SUPPLIER TERMS AND CONDITIONS

Daily Scheduling of Directed Delivery Quantities:
By 9:00 a.m. Central Clock Time ("CCT"), Company will post on its GTS, SCO Supplier's DDQ for the gas day beginning 9:00 a.m. CCT the following day. Such DDQ shall be the sum of: 1) the Expected Demand of SCO Supplier's Load Tranches for that gas day calculated as a pro rata share of total SCO Customer demand; 2) Load Tranche Unaccounted for Gas quantities based on Company's Unaccounted for Gas Percentage and 3) any necessary adjustments for interstate pipeline and/or Company operating constraints, system knowledge and experience, and/or prior imbalances associated with the periodic volume reconciliations. The DDQ will be stated in city gate MMBtu (million Btu).

At the time of posting the DDQ, Company shall indicate the minimum, maximum, or exact volume that shall be delivered by SCO Supplier on each interstate pipeline or to each Company city gate to achieve the DDQ. Company shall maintain City Gate Allocation tables that outline the range of minimum and maximum delivery percentages required by city gates on Company's system. These percentages shall be recalculated and communicated to SCO Suppliers periodically.

Nomination Provisions:
SCO Suppliers are required to nominate scheduled storage injections and withdrawals to the pipelines and to Company for all Company-released storage capacity. Company will post daily minimum and maximum Columbia storage injection and withdrawal limits, and monthly minimum storage inventory levels. Scheduled injection nomination rights during the Winter Season and scheduled withdrawal nomination rights during the Summer Season are subject to approval in advance by Company.

By 1:00 p.m. CCT each day, and in any intra-day nominations thereafter, SCO Supplier shall nominate to Company via Company's GTS the quantity of gas that it has scheduled for delivery at Company's city gate(s) for its Pool for the following gas day. SCO Supplier agrees to adhere to the nominating guidelines set out in the FERC approved tariff of the applicable interstate pipeline and comply with any Company operating and/or interstate pipeline restrictions communicated by Company or pipeline.

Company may accept nominations submitted after the deadlines specified above within its reasonable discretion. Intra-day nominations must be approved in advance by Company. Until SCO Supplier submits the required nomination, SCO Supplier's nominations of daily quantities shall be zero. Unless otherwise permitted by Company in writing, the nomination period shall not exceed thirty-one (31) consecutive days.

SCO Supplier shall be responsible for verifying and, if necessary, correcting its Daily Pipeline Nomination so that it matches SCO Supplier's confirmed pipeline deliveries and is compliant with the City Gate Allocations percentage requirements.

Company will post actual system imbalance volumes the day after flow and each SCO Supplier's pro rata share of the system imbalance per the monthly PDA. Company may at its discretion perform a No-Notice nomination to SCO Supplier's Company-released Columbia storage for the prior day's flow if the SCO Supplier has not (1) delivered adequate supplies to meet their DDQ or (2) met their Columbia minimum City Gate Allocation delivery requirement.

SCO SUPPLIER TERMS AND CONDITIONS

System Beneficial Deliveries:
Company may request SCO Supplier(s) to voluntarily 1) vary its daily delivery from the nominated delivery quantities; 2) deliver to a different pipeline and/or city gate; and/or 3) make other changes to gas deliveries to ensure system integrity or mitigate the risk of pipeline penalties being assessed. If voluntary delivery changes are not adequate to rectify the situation, Company shall change its city-gate allocation delivery requirements applicable to all Pool Operators. Failure to comply will result in Pool Operators being assessed the City-Gate Allocation Non-Compliance Charge. Requirements under this provision are distinct from OFO requirements.

Procedure for Gas Emergency Calls:
SCO Suppliers are required to adhere to Company's Gas Emergency Call Handling Procedure as it may be amended from time to time.

Allocation of Peaking Supplies:
During the months of December through February, Company may reserve a portion of its Peaking Supplies capacity for SCO Suppliers if deemed necessary, based on the product of each SCO Supplier's then-applicable Peak Design Day Demand and the percentage of Company's total design day needs forecasted to be met by Peaking Supplies that month. The portion reserved shall be applied as a reduction to the Peak Design Day Demand that SCO Supplier must meet pursuant to its Comparable Firm Capacity Requirement.

On any day when the SCO Supplier's Expected Demand reaches the volume of SCO Supplier's Comparable Firm Capacity Requirement, Company may supply the SCO Supplier's gas needs in excess of the SCO Supplier's Comparable Firm Capacity Requirements with Peaking Supplies.

SCO Supplier will be assessed a proportionate share, as determined by Company, of the costs of Peaking Supplies obtained by Company and used for peak shaving for hourly load shaving and any other uses of Peaking Supplies determined to be necessary for system operation in Company's discretion.

SCO Supplier shall pay such peaking-demand charge based on its proportionate share of assigned Peaking Supply as billed by Company during the Peak Season. Such unit-demand charge shall be equal to the total capacity costs and other fixed costs associated with Company supplied peaking resources.

By October 1 of each year, and when there is a material change in Company's peaking capacity, Company shall indicate the SCO Supplier's Peak Design Day Demand that will be met with Company's Peaking Supplies allocated by Company to such SCO Supplier, if any.

Measurement of Customer Usage Volumes:
Company shall be responsible for all usage measurement at the Delivery Point to Customer's facilities. Monthly Load Tranche volumes billed to Customers shall be considered actual volumes consumed, whether the meter reading is actual or estimated.

Quality of Gas Delivered by SCO Supplier:
SCO Supplier warrants that all gas delivered by or for its Tranche shall meet the quality, pressure, heating value, and other quality specifications of the applicable FERC Gas Tariff of the interstate gas pipeline delivering said gas to Company.

SCO SUPPLIER TERMS AND CONDITIONS

Title and Warranty:
SCO Supplier warrants that it will, at the time and place of delivery, have good right and title to all volumes of gas delivered on its behalf, free and clear of all liens, encumbrances, and claims whatsoever, and that it will indemnify and hold Company harmless for all suits, actions, debts, accounts, damages, costs, losses, or expenses (including reasonable attorney fees) arising from or out of the adverse claims of any or all persons relating to or arising from said gas.

MONTHLY VOLUME RECONCILIATION

(1) SCO and Choice Suppliers' deliveries will be reconciled to their requirements on a monthly basis.
(2) For each month during the SCO Period, Company will compare each SCO Supplier's Deliveries to its Pool Requirements and Allocated Requirements to determine the Supplier's monthly Reconciliation Volumes.
    (a) SCO Supplier's Deliveries will be the sum of SCO Supplier's confirmed deliveries to the city gate and its no-notice storage activity, and its allocated share of Peaking Supplies.
    (b) SCO Supplier's Pool Requirements will be determined by adjusting SCO Supplier's Pool's actual billed usage for annual Standard Btu Value and the Unaccounted for Gas Percentage identified in Company's Tariff.
    (c) SCO Supplier's Allocated Requirements will include SCO Supplier's portion of Large Transportation Service Pool Operators' Imbalance volumes, Company's Line Pack changes, and Company's Operational Balancing Agreement ("OBA") volume changes.
(3) The reconciliation Cashout price for each month will be the IFERC Gas Market Report First-of-the-month price for Columbia Gas Transmission Corp, Appalachia plus applicable variable costs including fuel retention and pipeline variable charges.
(4) The sum of the monthly reconciliation Cashout amounts, plus any applicable taxes, will be the monthly Cashout credit or charge. The monthly Cashout credit or charge will recovered or passed back in the Exit Transition Cost ("ETC") Rider.
(5) Such reconciliations will be performed in the second month following the end of the last month of flow.
(6) Company may elect to adjust the SCO Supplier's reconciliation imbalance and/or receivables for up to twelve (12) months after the original billing date for any SCO Customers' bills at issue, for accounting or billing errors, billing disputes, or any other necessary or appropriate adjustments.
(7) The SCO Supplier's Monthly Volume Reconciliation Cashout charges and credits will remain subject to revision based on any corrections to underlying data and any issues identified in the annual ETC Audits.

SCO SUPPLIER DEFAULT OR TERMINATION

If SCO Supplier ceases participation in the SCO Program, Company shall have the right to recall all pipeline capacity then assigned to SCO Supplier by Company associated with that SCO Supplier's specific Load Tranche(s) in accordance with the terms of the release agreement. Payment of any amounts payable to SCO Supplier by Company will be held by Company until all volumes are reconciled and any charges owed to Company are paid in full.

SCO SUPPLIER TERMS AND CONDITIONS

WAIVER OF CHARGES

In its reasonable discretion, on a case-by-case basis, Company may waive all or part of any Charge assessable to SCO Supplier pursuant to Rate Schedule 396 and these Terms and Conditions, when such Charges result from situations which occur beyond the reasonable control of SCO Supplier. The waiver of such otherwise assessable Charge shall be exercised on a non-discriminatory basis. Requests for waivers must be submitted in writing to Company and be signed by an authorized representative of SCO Supplier. Company will retain records of waiver requests received and their dispositions. Non-Compliance Charges may be waived or amended on a case-by-case basis.

FORCE MAJEURE

If either SCO Supplier or Company is unable to fulfill its obligations under the SCO Supplier Agreement, Rate 396, or these Terms and Conditions due to an event or circumstance which is beyond the control of such party and which prevents such performance, such party shall be excused from and will not be liable for damages related to non-performance during the continuation of such impossibility of performance. None of the following shall be considered a force majeure condition: 1) changes in market conditions that affect the acquisition or transportation of natural gas, 2) failure of SCO Supplier to deliver or Pool Customers to consume scheduled gas volumes, or 3) force majeure or other interruptions called by either gas producers or interstate pipelines.

Total or partial interruption of gas deliveries due to acts of God, the elements, requirements for residential and other uses declared superior to Customers by law, or to other causes or contingencies beyond the control of Company or not proximately caused by Company's negligence, shall not be the basis for claims. Delivery and receipt of gas to be resumed whenever any such cause or contingency shall end. The party claiming force majeure will use due diligence to remove the cause, or mitigate the impact, of the force majeure condition and resume delivery or consumption of gas previously suspended. Gas withheld from SCO Supplier or Pool Customers during a force majeure condition will be delivered upon the end of such condition as soon as practicable based on, among other things, Company’s operating constraints.

GENERAL TERMS AND CONDITIONS APPLICABLE TO GAS SERVICE

DEFINITIONS

Unless otherwise specified in the Rate Schedule, the following terms shall have the meanings defined below when used in this Tariff for Gas Service:

Abbreviations:

Btu	- British thermal unit
Ccf	- One hundred cubic feet
cfh	- Cubic feet per hour
Dth	- One Dekatherm or 1,000,000 Btus
FERC	- Federal Energy Regulatory Commission
GCR	- Gas Cost Recovery
Mcf	- One thousand cubic feet
OAC	- Ohio Administrative Code
ORC	- Ohio Revised Code
PUCO	- Public Utilities Commission of Ohio

Alternate Fuel - The form of energy used by Customer in place of Gas Service during Curtailment Periods. Gas Service provided by Company under another Rate Schedule shall not qualify as an Alternate Fuel.

Annual Usage - Customer's actual total gas Metered Ccf usage for the most recent twelve (12) consecutive billing months, or Company's estimate of Customer's total gas Metered Ccf usage for twelve (12) consecutive billing months when actual Metered usage information is not available.

Bill - A statement of fees and charges applicable to Pool Operator or Gas Service to Customer. A Bill may be rendered by mail or by electronic means.

Billing Ccf - The product of Metered Ccf and the Energy Conversion Factor.

British Thermal Unit ("Btu") - The average amount of heat necessary to increase the temperature of one (1) pound of water by 1degree Fahrenheit, in the temperature range of 32 degrees to 212 degrees Fahrenheit, at 14.73 pounds per square inch absolute pressure.

Cashout - The monetary settlement of over-delivery and under-delivery gas imbalances between Company and Pool Operators.

Central Clock Time ("CCT") - Central Daylight Time when daylight savings time is in effect and Central Standard Time when daylight savings time is not in effect.

Choice Eligible Customer - Customer meeting the applicability requirements of Rates 315 and 325.

Choice Eligible Customer Account List - A listing provided to Suppliers containing the customer account number (for governmental aggregators only), name, address, 12 months of usage, and meter read cycle. The list also details if the account is a residential customer, current choice enrollee, or budget bill participant.

GENERAL TERMS AND CONDITIONS APPLICABLE TO GAS SERVICE

Choice Supplier - A PUCO-Certified Retail Natural Gas Supplier or Governmental Aggregator approved by Company that meets the Requirements for Choice Supplier Participation set out in Rate 385.

Choice Supplier's Designee - Person or legal entity with whom Choice Supplier has entered into agreement to provide natural gas supply sufficient to satisfy Choice Supplier's obligations under Company's Choice Program, and who shall take release of Choice Supplier's allocation of pipeline transportation and storage capacity.

Choice Supplier Pooling Agreement or Agreement - An agreement between Company and Choice Supplier that defines the mutual responsibilities and obligations of those parties relative to services provided under Rate 385-Choice Supplier Pooling Service.

Columbia - Columbia Gas Transmission, LLC or its successor in interest.

Columbia Appalachia Index - First of the Month "Columbia Gas Transmission Corp, Appalachia" as reported by Inside FERC Gas Market Report in the table "Prices of Spot Gas Deliveries to Pipelines".

Commercial Customer - Any Customer primarily engaged in wholesale or retail trade and services (including central heating and air conditioning facilities of apartment complexes), any local, state, and federal governmental agency, and any Customer not covered by another classification. When Gas Service is supplied through one (1) meter to an apartment house or multiple dwelling, the service shall be classified as Commercial, in which case the applicable Non-Residential Rate Schedule shall apply.

Commission - The Public Utilities Commission of Ohio, or PUCO.

Commission's Regulations - The OAC applicable to services provided to customers of natural gas companies regulated by the Commission.

Company - Vectren Energy Delivery of Ohio, LLC D/B/A CenterPoint Energy Ohio.

Company's General Terms and Conditions - General Terms and Conditions Applicable to Gas Service, as amended from time to time, and as approved by the Commission as part of this Tariff for Gas Service.

Comparable Firm Capacity Requirement - The requirement that SCO and Choice Suppliers secure firm interstate pipeline capacity with a primary delivery point of Company's city gates, along with firm supplies to meet 100% of SCO and Choice Supplier's Pool's Peak Design Day Demand for the applicable month, less a percentage, if any, during the Peak Season reflecting the Pool's entitlement to Company's Peaking Supplies.

Curtailment - The limitation of the Gas Service available to Customer pursuant to Company's Curtailment Procedures.

Curtailment Period - The period of time, as specified by Company, during which Gas Service is subject to Curtailment.

GENERAL TERMS AND CONDITIONS APPLICABLE TO GAS SERVICE

Curtailment Procedures - Company's written plan for curtailing Gas Service to Customers, as filed with the Commission.

Customer - Any individual, partnership, association, firm, public or private corporation, or any other entity who agrees to receive Gas Service from Company.

Customer-Delivered Gas - Gas delivered to Company's distribution system by or on behalf of Customer.

Customer Fuel Line - Gas piping installed, owned, and maintained by Customer from outlet of meter setting to the shut-off valve upstream of each Customer-owned appliance or other gas-fueled device.

Cycle Month - The period of time between the scheduled meter reading dates for Customer. These reading dates are approximately 30 days apart but will likely not occur on the first day of a calendar month. For purposes of these Terms and Conditions, a Customer's Cycle Month shall be deemed coincident with the calendar month in which the Cycle Month concludes.

Default Sales Service ("DSS") - Sales Service provided to Residential and General Service Customers that do not qualify for SCO Service.

Delivered Supplies - The sum of the daily DDQs plus Peaking Supplies allocated by Company to such Pool, plus or minus supplies associated with Pool-to-Pool transfers, and plus or minus supplies associated with OFO helpful imbalances that were not reflected as adjustments to future DDQs. This Dth quantity will be converted to Ccf volumes using the interstate pipeline system average Btu factor for the applicable period.

Delivery Point - The interconnection between Company's facilities and Customer's facilities.

Directed Delivery Quantity ("DDQ") - The daily quantity of gas in Dth that SCO and Choice Suppliers must deliver to Company's city gates, as specified by Company, shall be the sum of:

(1) The Expected Demand of the SCO or Choice Suppliers for that gas day, plus
(2) System Unaccounted for Gas Percentage volumes, plus
(3) Any necessary adjustments for interstate pipeline and/or Company operating constraints, and/or prior imbalances associated with periodic volume reconciliations.

Electronic Data Interchange ("EDI") - The electronic interchange of data using a standardized electronic format, as may be selected, implemented, and updated from time to time by Company.

Energy Conversion Factor ("ECF") - An adjustment to Customer's Metered Ccf based on the Btu content of gas on Company's system at the time of billing.

Expected Demand - A Choice Supplier's or SCO Supplier's forecasted usage for a particular gas day, as determined by Company.

Financial Assurance - Credit support or collateral in a form acceptable to Company in its sole discretion.

Gas Service - The provision by Company under a specific Rate Schedule of natural gas or a mixture of natural gas and other compatible gases at Company's Delivery Point, irrespective of whether any such gas is actually consumed.

GENERAL TERMS AND CONDITIONS APPLICABLE TO GAS SERVICE

Gas Supplier - A marketer, supplier, broker, or Pool Operator approved by Company under the requirements for supplier participation set out in Rate 380, Rate 385, or Rate 396.

Gas Tracking System ("GTS") - Company's electronic bulletin board communications software that facilitates nominations, city gate delivery confirmations, and other administrative functions associated with Pool Operator, SCO Supplier, and Choice Supplier including the billing of imbalances.

Governmental Aggregation - A Competitive Retail Natural Gas Service program offered by Governmental Aggregator for the purpose of the provision of gas or natural gas to end-use Customers.

Governmental Aggregator - Has the meaning set forth in 4901:1-13-01 of the OAC and that meets the Requirements for Choice Supplier Participation set out in Rate 385.

Group 1 - Company's designation for a Customer meter with a rated capacity of 450 cfh or less, and annual consumption less than 3,000 Billing Ccf (Customers having a meter with a rated capacity of 450 cfh or less and annual consumption greater than or equal to 3,000 Billing Ccf are designated as Group 2).

Group 2 - Company's designation for 1) a Customer meter with a rated capacity of greater than 450 cfh and less than or equal to 1,100 cfh, and 2) Customers having a meter with a rated capacity of 450 cfh or less and annual consumption greater than or equal to 3,000 Billing Ccf.

Group 3 - Company's designation for a Customer meter with a rated capacity of greater than 1,100 cfh.

Heating Degree Day - A standard measure of the coldness of the temperatures experienced, based on the extent to which the daily mean temperature falls below a reference temperature of 65 degrees Fahrenheit.

Industrial Customer - A Customer primarily engaged in a process that creates or changes raw or unfinished materials into another form or product.

International Fuel Gas Code - A code, as may be updated from time to time and adopted by the State of Ohio, that specifies the design and installation of fuel gas distribution piping and systems, appliances, appliance venting systems, combustion air provisions, gaseous hydrogen systems, motor vehicle gaseous-fuel-dispensing stations, or other such materials and uses. The definition of fuel gas includes natural, liquefied petroleum and manufactured gases, and mixtures of these gases.

Large Transportation Customer - A Customer receiving service under Rate 345, 360, or 375.

Load Tranche (or Tranche) - A share of total Standard Choice Offer Service and Default Sales Service volumes supplied by SCO Supplier.

Maximum Daily Requirement - The maximum daily volume of gas that may be delivered on Rate 345, 360, and 375 Customer's behalf and transported on Company's gas system.

Mercantile Customer - As defined in division (L) of Section 4929.01 of the ORC. "Mercantile Customer" means a Customer that: 1) consumes, other than for Residential use, more than 5,000 Billing Ccf of natural gas per year at a single location within the state or as part of an undertaking having more than three (3) locations within or outside the state, and 2) has not filed a declaration with the Commission.

GENERAL TERMS AND CONDITIONS APPLICABLE TO GAS SERVICE

Mercantile Pool - A Pool that contains any Customers meeting the definition of a Mercantile Customer.

Metered Ccf - The quantity of gas used by Customer as indicated on Customer's meter or as estimated in accordance with Company's General Terms and Conditions.

Miscellaneous Charges - Charges common to all Rate Schedules, relating to, among others, late payments, reconnection of service, returned payments, and unauthorized or fraudulent gas usage.

Non-Mercantile Pool - A Pool that is comprised entirely of Non-Mercantile Customers.

Non-Residential Customer - Any Customer that is not a Residential Customer.

Normal Business Hours - Between the hours of 7:30 a.m. Eastern Clock Time and 4:00 p.m. Eastern Clock Time.

Operational Balancing Agreement ("OBA") - Agreements between pipelines and Company at interconnection points, whereby the parties agree to specified procedures for balancing discrepancies between the aggregated gas nominated by the shippers and confirmed by the parties and the actual quantities delivered.

Operational Flow Order ("OFO") - An order issued by Company via its GTS, email, or telephone to Pool Operator for purposes of reducing imbalance tolerance levels during critical situations which may include limiting storage injections or storage withdrawals, or directing more or less deliveries to specific pipelines and/or city gates to protect the integrity of Company's system and/or to mitigate interstate pipeline restrictions and/or changes.

Operational System - Any portion of Company's distribution system for which deliveries and gas demands must be balanced separately from other portions of the distribution system, due to operational and/or contractual limitations.

Over-delivery Imbalance Volume - The volume by which a Pool's Delivered Supplies exceeds the Pool's Usage for the same period of time.

Peak Design Day Demand - The then-effective forecasted peak design day usages of a Choice or SCO Pool as calculated and communicated by Company.

Peak Season - The calendar months of December through February, inclusive, applicable to the use of Peaking Supplies.

Peaking Service - A supplemental supply service provided by Company to SCO and Choice Suppliers.

Peaking Supplies - The aggregate amount of peaking supply required to meet Company's forecasted peak design day supply needs.

Pool - One (1) or more Customers whose gas supplies are managed by a Pool Operator.

Pool Customer - A recipient of Transportation Service provided by Company who receives gas supply from a Gas Supplier as a member of a Pool.

GENERAL TERMS AND CONDITIONS APPLICABLE TO GAS SERVICE

Pool Operator - Gas Supplier that provides gas supply management for a Pool, or any Large Transportation Customer who has not joined a Pool.

Pool Operator-Delivered Gas - Gas delivered to Company's distribution system by, or on behalf of, a Pool Operator.

Pool's Usage - The Pool Customers' Metered Ccf usage for the applicable period, converted to Dth by multiplying by Company's average Btu and dividing by ten (10).

Pooling Program or Program - The services provided under Rate 380 Pooling Service (Large Transportation Customers), Rate 385 (Choice Supplier Pooling Service), and Rate 396 (SCO Supplier Service).

Pre-determined Allocation ("PDA") - A contractual arrangement with Columbia which allocates the daily Company system imbalance volumes to all holders of Company's released Columbia storage capacity based on predetermined allocation percentages.

Premises - The main residence or living quarters of a Residential Customer, or the main building of a Commercial or Industrial Customer. The Premises shall include the outlying or adjacent building(s) used by the same Customer, provided the use of Gas Service in the outlying or adjacent building(s) is supplemental to the service used in the main residence, main living quarters, or main building of Customer.

Rate Schedule - A Gas Service applicable to a particular classification of Customer with specific Applicability, Character of Service, Rates and Charges, and Terms and Conditions.

Residential Customer - Customer using Gas Service primarily for a single-family dwelling unit, mobile home, apartment unit, or condominium. When Gas Service is supplied through one (1) meter to an apartment house or multiple dwelling, the service shall be classified as Commercial, in which case the applicable non-residential service Rate Schedule shall apply.

Retail Price Adjustment ("RPA") - The winning bid resulting from the SCO Auction and approved by the Commission, is specified as an adjustment to the NYMEX monthly settlement price fixed for the entire term of the SCO Phase.

Rider - A rate applied to Customer's Bill that recovers or passes back Company costs and revenues approved by the Commission.

Sales Service - Gas Service involving the delivery by Company to Customer of Company-Supplied Gas.

SCO Auction - Annual process under which qualified PUCO-Certified Retail Natural Gas Suppliers compete for the ability to supply one (1) or more Load Tranches.

SCO Customer - A Customer subscribing to a Standard Choice Offer Service Rate Schedule.

SCO Phase - The twelve (12) month period of April 1 through March 31, or as otherwise approved by the Commission.

SCO Supplier - A PUCO-Certified Retail Natural Gas Supplier that meets the Requirements for SCO Supplier Participation set out in Rate 396, is approved by Company, and is awarded Load Tranches in the SCO Auction.

GENERAL TERMS AND CONDITIONS APPLICABLE TO GAS SERVICE

SCO Supplier Agreement - An agreement between Company and SCO Supplier that defines the mutual responsibilities and obligations of those parties relative to services provided under Rate 396.

SCO Supplier's Designee - Person or legal entity with whom SCO Supplier has entered into agreement to provide natural gas supply sufficient to satisfy SCO Supplier's obligations under Company's SCO Program.

Service Area - Areas in which Company has Gas Service available or may offer Gas Service.

Service Line - Gas pipe installed from the main through the meter setting serving Customer.

Standard Choice Offer ("SCO") Service - Standard market priced transportation service provided by multiple SCO Suppliers.

Summer Season - The months of April through October, inclusive.

Supplier - A marketer or aggregator that meets the Requirements and is approved by Company for participation in a service, including Rate 380 - Pooling Service (Large Transportation Customers), Rate 385 - Choice Supplier Pooling Service, and Rate 396 - SCO Supplier Service.

Supplier-Delivered Gas - Gas provided by Choice or SCO Supplier and distributed to Customer for end-use.

Supplier Pooling Agreement - An agreement between Company and Supplier that defines the mutual responsibilities and obligations of those parties relative to services provided under Rate 380 - Pooling Service (Large Transportation Service).

Throughput - The Sum of Customers' Sales and Transportation volumes.

Transportation Service - Gas Service involving the delivery by Company to Customer of Customer- Delivered or Pool Operator-Delivered gas.

Tri-Party Capacity Release Agreement - Agreement among Company, SCO or Choice Supplier, and SCO or Choice Supplier's Designee whereby the parties agree that SCO or Choice Supplier has identified SCO or Choice Supplier's Designee to be the recipient of SCO or Choice Supplier's allocated release capacity and to be bound by the terms and conditions applicable to SCO or Choice Supplier regarding capacity release and storage and all other applicable terms and conditions and legal requirements.

Tranche (or Load Tranche) - A share of total Standard Choice Offer Service and Default Sales Service volumes supplied by SCO Supplier.

Unaccounted for Gas Percentage - The portion of Pool Operator's, Choice Supplier's, and SCO Supplier's city gate deliveries retained by Company to compensate for gas lost, used, and unaccounted for in operations.

Under-delivery Imbalance Volume - The volume by which a Pool's Delivered Supplies is less than the Pool's Usage for the same period of time.

Winter Season - The calendar months of November through March, inclusive.

GENERAL TERMS AND CONDITIONS APPLICABLE TO GAS SERVICE

Minimum Service Standards Company shall comply with the minimum gas service standards for natural gas service companies as set forth in chapter 4901:1-13 of the Ohio Administrative Code, a copy of which may be viewed on the PUCO's website at www.puco.ohio.gov, or obtained from the PUCO upon request. Where PUCO has granted a waiver to Company for any provision of the minimum gas service standards, Company shall comply with any Order granting such waiver.

1. APPLICATION AND CONTRACT FOR SERVICE

A. Application for Service

Any person desiring Gas Service must apply to Company in a format supplied by Company for that purpose. If permitted by Company a person may make an oral application for Gas Service. An oral Applicant must 1) specify the place or location where Gas Service is desired; 2) agree to comply with all the terms, rules and regulations of Company applicable to such Gas Service; and 3) agree to pay the applicable rates charged by Company for the class of Gas Service desired.

Applications for Gas Service must be accepted on behalf of Company by a duly authorized agent before Gas Service can be provided. A proper application for gas service by a non-residential customer shall further include verification that the business, corporation or nonprofit is properly registered with the Ohio Secretary of State as an entity licensed to do business in the State of Ohio and that the name in which the Customer's account is to be opened is in the same name as that registered with the Ohio Secretary of State.

Upon acceptance of the application by Company, the application becomes a contract between Customer and Company. Company will not serve and may stop serving any Customer who does not complete an application for Gas Service, or who refuses to accept service or to continue service in accordance with Company's Rate Schedules and General Terms and Conditions, other applicable provisions of this Tariff or any contract between Company and Customer, or any applicable laws, rules, or regulations.

If existing Company facilities cannot supply the Gas Service requested by the Applicant, Company may defer approval of Gas Service until adequate facilities can be provided.

B. Application Required For Each Location

Any person desiring Gas Service must make a separate application for each location, residence, place of business or Premises where the person desires Gas Service. Company will not serve more than one (1) location, residence, place of business, or Premises under a single application or contract for service.

C. Service Contract Is Not Transferable

The contract between Customer and Company applicable to Gas Service is not transferable to any other person by Customer. No agent of Company has the authority to consent in writing, or otherwise, to such a transfer. Notwithstanding the above, final Bills and uncollectible accounts may be transferred to Customer's new account of the same type of Gas Service.

D. Agents Cannot Modify Contract

No agent or employee of Company has the right to amend, modify or alter the application or contract, or the rates, terms, conditions, rules or regulations as filed with the Commission.

GENERAL TERMS AND CONDITIONS APPLICABLE TO GAS SERVICE

E. Service to a New Tenant or Owner

Company shall not delay or deny service to a new tenant or owner who has properly applied for Gas Service and has satisfied all requirements for Gas Service, because of non- payment of a final Bill by a former tenant or owner, unless the former tenant or owner continues to reside at the Premises.

F. Suspension of Service Agreement Because of Casualty

If a fire or other casualty renders Customer's Premises unfit to receive Gas Service, Gas Service shall be suspended until the Premises are reconstructed so that Gas Service can be safely re-established in accordance with this Tariff for Gas Service.

GENERAL TERMS AND CONDITIONS APPLICABLE TO GAS SERVICE

2. CREDIT REQUIREMENTS OF CUSTOMER

A. Establishment of Credit

Company may require an applicant for Residential Gas Service to satisfactorily establish their financial responsibility, pursuant to 4933.17 ORC and 4901:1-17 OAC. Company may require an applicant for Non-Residential Gas Service to satisfactorily establish their financial responsibility pursuant to 4933.17 ORC.

B. Service May Be Denied Persons In Debt To Company

Company may deny Residential Gas Service for nonpayment of Residential Gas Service pursuant to Chapter 4901:1-18 OAC. Company may deny Non-Residential Gas Service for nonpayment of Non-Residential Gas Service.

GENERAL TERMS AND CONDITIONS APPLICABLE TO GAS SERVICE

3. BILLING AND PAYMENT FOR GAS SERVICE

A. Measurement of Gas

The quantity of gas delivered to Customer shall be measured by meters or metering equipment suitable for the purpose, and shall be supplied, installed and maintained by Company. The meter readings shall be prima facie evidence of the amount of gas supplied.

Meters or metering equipment shall be considered accurate if they register within plus or minus three percent (3%) of absolute accuracy. Whenever a meter or metering equipment is found to be inaccurate, it or they shall be restored to accuracy or shall be replaced by Company with an accurate meter or metering equipment without expense to Customer.

Company will, upon request of Customer, test any meter suspected of not registering properly. If Customer desires, the meter test will be performed in Customer's presence with a certified and sealed meter prover at a location determined by Company. All tested meters found registering correctly will be resealed and the date of testing will be stamped on the meter. If the meter is tested in this manner and is found to be registering correctly, Customer shall pay the Gas Meter Testing Charge contained on Sheet No. 30, beginning with Customer's second request in a three (3) year period. Customer shall be eligible for one (1) meter test in a three (3) year period without charge. If applicable, Customer will be informed at the time he requests the meter test that the Gas Meter Testing Charge may be applied.

All rates of Company are based on gas delivered under standard, low-pressure conditions, i.e., at a pressure of four (4) ounces per square inch above an atmospheric pressure of fourteen and four-tenths (14.4) pounds per square inch, and at a temperature of sixty (60) degrees Fahrenheit.

B. Billing and Meter Reading

1. Meter Reading

The duly authorized agents of Company, upon providing satisfactory proof of identification to Customer, shall have the right and privilege to enter Customer's Premises at all reasonable times for the purpose of reading meters.
Under normal conditions, meters and metering equipment will be read regularly. Company may require that meters and metering equipment be read on any periodic basis as is necessary or desirable. Company may, on its own initiative or at Customer's request, make other arrangements with Customer to read Customer's meter or metering equipment. An actual meter reading shall be required at least once every twelve (12) months.

2. Billing Period

Under normal conditions, Bills for Gas Service will be rendered monthly. In all cases, Bills for Gas Service will be computed on a monthly basis in accordance with the applicable Rates and Charges for such Gas Service with due allowance and adjustments being made for meter readings obtained and adjusted to a monthly basis.

GENERAL TERMS AND CONDITIONS APPLICABLE TO GAS SERVICE

3. Failure to Receive a Bill

Nonreceipt of a Bill does not relieve Customer of responsibility for payment and Company shall not be obligated to extend the due date for such a Bill when Company records show the correct Customer mailing name and address.

4. Budget Billing Plan

Company has available to certain customers a “Budget Billing Plan” which minimizes billing amount fluctuations. Company may exercise discretion to restrict the availability of such a plan to Customers who:

(a) have no arrearages (other than amounts already incorporated in a previously agreed upon extended payment plan); and
(b) are not in default on a previously agreed upon extended payment plan.

5. Estimated Bills

In the event Company's meter or metering equipment fails to properly register the quantity of gas supplied during any month or other period of time, or Company is unable to obtain a physical or remote meter reading, Company will estimate the quantity of gas supplied during such period, having due regard for the use which Customer made of the gas supplied to Customer during such period and any other information and data permitting a reasonable conclusion as to the quantity of gas supplied but not measured or inaccurately measured, and Customer will be billed or credited by Company accordingly. If Customer's usage has been underestimated, Company shall arrange a schedule of payments in accordance with ORC 4933.28. Company shall continue to furnish Gas Service to Customer and Customer shall continue to pay the amounts billed pending the determination of proper adjustment.

If a period of six (6) consecutive months elapses without Company obtaining a meter reading, Company will notify Customer by mail to make arrangements to obtain a physical meter reading. If an actual meter reading is not obtained for nine (9) consecutive months, Company will contact Customer to make arrangements to obtain a meter reading and inform Customer of the consequences, as described below, if an actual meter reading is not obtained for twelve (12) consecutive months. If Customer fails to make arrangements for Company to either obtain a meter reading or repair its remote meter reading equipment, Company may discontinue Gas Service with notice to Customer as provided in these General Terms and Conditions.

GENERAL TERMS AND CONDITIONS APPLICABLE TO GAS SERVICE

6. Choice of Rate Schedule

Copies of all Rate Schedules are available at Company's business offices and are open to public inspection during business hours and are also available on Company's website at www.CenterPointEnergy.com. Where Customer meets the requirements of more than one (1) Rate Schedule, Customer shall select the Rate Schedule upon which their application or contract for service shall be based. Company, at the request of Customer, will make a reasonable effort to determine the most favorable rate for any Customer who qualifies for more than one (1) Rate Schedule. Company's policies concerning disclosure of rates shall conform to Section 4901:1-1-03, OAC.

7. Meter Readings Not To Be Combined

Where Gas Service is supplied to Customer and is delivered and metered through two (2) or more separate delivery and metering facilities, the individual meter readings will not be combined for billing purposes, except as may be otherwise provided by the terms of a Rate Schedule or other written agreement.

8. Termination of Service at Customer's Request

Unless there is a provision to the contrary in the service contract or applicable Rate Schedule, any Customer who wishes to discontinue Gas Service because he is vacating the Premises, or for any other reason, shall notify Company at least 72 hours prior to the date of the requested service termination. Customer shall be responsible for all Gas Service supplied to the Premises until Company discontinues Gas Service. At the time Gas Service is discontinued by Company, Company shall read Customer's meter if requested by Customer or if the meter has not been read in the preceding 70 days. If a meter reading is not requested or required, Company shall estimate usage or allow Customer to provide a final meter read, subject to Company's review for reasonableness. As soon as practicable thereafter, Company shall prepare and issue a final Bill for all Gas Service supplied to the Premises. If access is required to disconnect service or to obtain an actual meter reading, Company shall inform Customer of the need to provide Company personnel with access to the meter.

C. Payment

Payment of the total amount due must be received by Company or an authorized agent by the due date shown on the Bill. If any Non-Residential Customer supplied with gas neglects or refuses to pay the total amount due on or prior to the due date, Company, after five (5) days' notice, may stop the gas from entering the Premises supplied. Delinquent Residential Customers, including those who are master-metered, are subject to disconnections as explained in Chapter 4901:1-18 OAC.

Company will charge and collect, in advance, the Reconnection Charge contained on Sheet No. 30, after Gas Service has been discontinued because of nonpayment of Bill when due.

GENERAL TERMS AND CONDITIONS APPLICABLE TO GAS SERVICE

4. DISCONNECTION-RECONNECTION OF SERVICE

A. Discontinuance of Service Because of Fraud, Loss or Damage

In the event Customer uses any fraudulent practice in obtaining or determining the amount of Gas Service for which Customer must pay, or is the beneficiary of any such fraudulent practice, or Company's meter, metering equipment, or other property used to supply Gas Service has been damaged or tampered with by Customer, Customer's agents or employees, or any person acting in concert with the foregoing persons to avoid paying for all or part of the Gas Service provided to Customer or otherwise, Company shall have the authority to disconnect the service provided in accordance with the procedures set forth herein.

Gas Service will not be restored until Customer has given satisfactory assurance that such fraudulent or damaging practice will be discontinued, and has paid to Company an amount estimated by Company to be reasonable compensation for Gas Service fraudulently obtained and not paid for, and for any damage to property of Company including any cost to repair the damage, and including the Reconnection Charge and other costs contained on Sheet No. 30.

Subject to paragraph B of this Section, the procedures applicable to Company's resolution of claims of fraudulent or damaging practices are:

1. No Investigation Fee shall be assessed against any Customer, and no Customer shall have their service disconnected as a result of any fraudulent or damaging practice except in accordance with the procedure set forth in paragraphs 2 through 6 of this section.

2. At least three (3) business days prior to assessing an Investigation Fee against any Customer, Company shall deliver to Customer's address a written notification of the fact that Company suspects Customer of having engaged in a fraudulent or damaging practice. If Customer is not at home, Company shall deliver the notice to any adult who is present at the residence. If, to Company's belief, no adult is present, Company shall firmly affix the notice to a prominent spot on the outside of the residence.

3. The written notification referred to in paragraph 2 of this section shall contain, at a minimum, the following information:

(a) That a fraudulent or damaging practice is suspected of Customer;
(b) The basis for Company's suspicion;
(c) The fact that Customer has the right to contest Company's allegations in accordance with the procedures set forth in paragraph 4;
(d) The fact that, should disconnection of service occur, Customer's Gas Service will not be reconnected until Customer:
  1) Pays or makes arrangements which are satisfactory to Company to pay:
    a) An amount reasonably estimated by Company to be reasonable compensation for any gas fraudulently obtained and not paid for; and
    b) Company's Reconnection Charge in Sheet No. 30; and
    c) The actual cost of repair or replacement of Company's damaged equipment, if any; and
  2) Makes arrangements to pay the applicable Investigation Fee(s) as provided for in Sheet No. 30.

GENERAL TERMS AND CONDITIONS APPLICABLE TO GAS SERVICE

(e) One (1) of the following statements, as appropriate:
1) "If you do not avail yourself of the opportunity to meet with Company or contest the allegations in the next three (3) business days, or if you are unable to provide a satisfactory explanation for the circumstances discovered by Company, your service may be disconnected"; or
2) "Your service has been disconnected because continuation of service would create a risk of injury to persons or damage to property"; or
3) "Your service has been disconnected because, following an earlier disconnection, it was reconnected by someone acting without Company's authority"; or
4) "Your service has been disconnected because your service has been tampered with or otherwise physically altered to prohibit the correct metering of service."

4. If the conditions references in Paragraph A.3.e (2), (3), or (4) above exist, Company may disconnect Customer at any time after notice is provided under paragraph A.2 of this Section. Otherwise, on the third business day after the day notice is provided under paragraph 2 of this section, Company shall have the right to disconnect Customer unless Customer contacts Company and requests a meeting with a representative of Company in accordance with the procedures in subparagraph a.

(a) At the meeting between Company representative and Customer, Customer shall have the opportunity to demonstrate why the allegation of fraudulent or damaging practice is unfounded, including, but not limited to:
1) The opportunity to make a written statement;
2) The opportunity to present documents;
3) The opportunity to be accompanied by persons with knowledge of relevant facts; and
4) The opportunity to be given a full explanation of the evidence which led Company to suspect Customer of fraudulent or damaging behavior.
5) At the meeting between Customer and Company representative Customer will be informed he may contact the Commission and will be given the address and toll-free number of the Commission's Investigation and Audit Division as supplied by Company.

(b) If at the end of the meeting between Company representative and Customer, or sometime subsequent thereto, Company concludes that Customer has committed fraud or theft, Company may terminate Gas Service to Customer. Company may not take such action prior to the expiration of two (2) full business days after notifying Customer of Company's conclusion and intended action.

GENERAL TERMS AND CONDITIONS APPLICABLE TO GAS SERVICE

5. No Customer shall have service disconnected due to any fraudulent or damaging practice prior to having the opportunity to contest Company's suspicions as described in paragraph 4 of this section, except in the following circumstances:

(a) Where Company determines that continuation of service would create a risk of injury to persons or damage to property.

(b) Where Customer has not contacted a Company representative by the conclusion of the second business day after the day notice was provided under paragraph A.2 of this section.

(c) Where service which had been previously disconnected has been reconnected by someone not authorized by Company.

(d) Where the service has been tampered with or physically altered to prohibit correct metering of service.

6. Company shall also levy an Investigation Fee against a Customer responsible for any fraudulent or damaging practice according to the schedule contained on Sheet No. 30.

The Investigation Fee will only be levied in those circumstances where Company has reasonable proof of Customer's fraudulent or damaging practice. Reasonable proof includes an admission by Customer; documentation, recordings, or physical evidence demonstrating the fraudulent or damaging practice; or personal observation by Company personnel. The Ordinary Investigation Fee will be assessed to Customer if the investigation requires four (4) hours or less. The Extensive Investigation Fee will be assessed to Customer for investigations requiring more than four (4) hours.

B. Discontinuance of Service Due to Danger

The authorized agents of Company shall have free access, at reasonable times, to the Premises in which gas is used to determine if the gas is being carried, distributed and consumed in a safe manner and in accordance with applicable laws, rules, and regulations, Company's General Terms and Conditions, and other applicable provisions of this Tariff.

Company's authorized agent will, upon request, show Company identification and state the reasons for requiring access.

Company reserves the right to discontinue Gas Service without advance notice to any Customer where a dangerous condition is discovered to exist on Customer's Premises or where such discontinuance of Gas Service is otherwise reasonably necessary to protect life, property, and/or Customer's Premises. Gas Service will not be restored until the dangerous condition or conditions have been corrected.

GENERAL TERMS AND CONDITIONS APPLICABLE TO GAS SERVICE

C. Right to Shut Off Gas

Company reserves the right to discontinue Gas Service to Customer and disconnect its lines and/or remove its property for any of the following reasons.

1. To make necessary or desirable repairs, alterations or extensions; provided Company will provide prior notice if the work is expected to exceed six (6) hours.
2. For Residential Customer delinquency as defined in paragraph 4.E. of this Section or, for Non-Residential Customers, for non-payment of Bills when due, provided Company provides prior written notice to Customer.
3. For any violation of or refusal to comply with the contract, Company's General Terms and Conditions, or other terms and conditions under this Tariff that may apply at any time to Customer's Gas Service.
4. During Curtailment Periods.
5. When such Gas Service is in conflict or incompatible with any order, rule, or regulation of the Commission or other state or federal agency; ordinances or resolutions of any municipality; or the laws of the State of Ohio, any political subdivision thereof, or of the federal government.
6. When Customer has moved from the Premises.
7. In the event Customer uses gas in a manner detrimental to the Gas Service to Customer or other Customers.
8. For refusal of access to Premises.
9. For theft or fraudulent use of gas.
10. For good cause shown.

The reasons set forth above shall be in addition to the specific reasons contained elsewhere in Company's General Terms and Conditions.

D. Disconnection-Reconnection of Service at Customer's Request

When a Customer has previously requested that Gas Service be disconnected and desires to be reconnected at the same address, Company will charge and Customer will pay the Reconnection Charge contained on Sheet No. 30. Company shall inform Customer at the time of the request that the Reconnection Charge will be applicable. The After-Hours Charge contained on Sheet No. 30 will be assessed to Customer if such reconnection is performed after Company’s Normal Business Hours at Customer’s request. Company will inform Customer at the time of the request if the After-Hours Charge will apply. The After-Hours Charge will not be applicable to Residential Customers who pay and notify Company before 12:30 p.m. to reconnect service previously disconnected for non-payment.

E. Rules, Regulations, and Practices Governing the Disconnection of Gas Service to Residential Customers

All disconnection and reconnection of service, payment plans, and security deposits involving Residential Customers shall be governed by the rules, regulations, and practices as set forth in Chapters 4901:1-13, 4901:1-17 and 4901:1-18 of the OAC, except for as provided in Sheet No. 12, page 2 of 2 and Sheet No. 15, page 2 of 2, as each is from time to time amended and which are incorporated by reference into Company's General Terms and Conditions.

Company shall make available for public inspection Chapters 4901:1-13, 4901:1-17 and 4901:1-18 of the OAC, as the same may change from time to time, in each of Company's offices where it is required to have copies of its Tariff for Gas Service available to the public in addition to Company’s website at www.CenterPointEnergy.com.

GENERAL TERMS AND CONDITIONS APPLICABLE TO GAS SERVICE

F. Rules, Regulations, and Practices Governing the Disconnection of Gas Service to Small Commercial Customers

All disconnection and reconnection of service, payment plans, and security deposits involving Small Commercial Customers shall be governed by the rules, regulations, and practices as set forth in Chapters 4901:1-13, 4901:1-17 and 4901:1-18 of the OAC, except for as provided in Sheet No. 12, page 2 of 2 and Sheet No. 15, page 2 of 2, as each is from time to time amended and which are incorporated by reference into Company's General Terms and Conditions.

Company shall make available for public inspection Chapters 4901:1-13, 4901:1-17 and 4901:1-18 of the OAC, as the same may change from time to time, in each of Company's offices where it is required to have copies of its Tariff for Gas Service available to the public in addition to Company's website at www.CenterPointEnergy.com.

GENERAL TERMS AND CONDITIONS APPLICABLE TO GAS SERVICE

5. METERS AND METERING EQUIPMENT-LOCATION AND INSTALLATION

A. Location

Each Customer will provide, without charge to Company, a suitable location for the meters and metering equipment to be installed by Company. Company will have the right to determine where its meters and metering equipment will be located on Customer's Premises. The meters and metering equipment must be located to allow easy access by Company's employees or agents. The meters and metering equipment will not be set nor allowed in a place where the possibility of damage is reasonably foreseeable. If the condition of the Premises requires that the meters or metering equipment be located in a confined space, then Customer must provide thorough ventilation, as approved by Company, to prevent hazards associated with potentially escaping gas. If Company requires a relocation of its meters and metering equipment to satisfy the conditions contained in this provision, or if such relocation is otherwise a result of Customer's request or action, Customer shall provide for such relocation at Customer's expense.

B. Installation

1. Company will install a meter spread, with a valve on the inlet side of meter.

2. Company will install only one (1) meter or one (1) unified set of meters and metering equipment for one (1) class of service for each Customer at one (1) Delivery Point. The meters and metering equipment furnished and installed by Company will at all times remain the property of Company.

3. All locations provided for meters and metering equipment installations will be subject to the approval of Company and will conform to any codes and regulations in effect in the area served and the standards contained in the latest revision of the International Fuel Gas Code.

4. All meter and metering equipment installations will be sealed by Company. Unless otherwise provided herein, if Customer breaks Company's seals, Company may discontinue Gas Service to Customer.

5. The type of meter and metering equipment installation will be determined by the size and character of Customer's load, its location, and the type of Gas Service to be rendered.

GENERAL TERMS AND CONDITIONS APPLICABLE TO GAS SERVICE

6. SERVICE PIPE-LOCATION AND INSTALLATION

A. Location

Company reserves the right to designate the location of the Service Line on the Premises to be served.

B. Point of Delivery

Where a portion of the Service Line is owned by Customer, the point of delivery, or Delivery Point, of gas provided by Company shall be at Company's curb valve and box or stop cock or where the gas passes from Company pipes into Customer's Service Line. Where the Service Line is owned by Company, the point of delivery, or Delivery Point, of gas provided by Company shall be at the outlet of the meter setting.

C. Installation

1. Company will install the service facilities which, in its judgment, are adequate to supply Customer's peak load.

2. Only one (1) Service Line will be permitted for a Premises unless otherwise agreed to in writing by Company.

3. Unless otherwise provided herein, all Service Lines shall be installed by and at the expense of Company. Company shall designate the location of all Service Lines. Customer fuel lines will conform to the codes and regulations in effect in the area served and the standards, as applicable, contained in the latest revision of the International Fuel Gas Code.

4. Company or persons authorized by it will make the final connections to Customer’s fuel line. Customer may not alter or interfere with this connection in any way.

5. Company or persons authorized by it will make the final connection to initiate Customer's Gas Service. Customer may not make any unauthorized connection which initiates Customer’s Gas Service.

6. Company's policies relating to the extension of gas facilities are set forth in Section 9.

GENERAL TERMS AND CONDITIONS APPLICABLE TO GAS SERVICE

D. Changes

1. If Company initiates changes in the location of its distribution facilities, Company will change the location of the Service Line at its expense.

2. For any reason other than that described in Paragraph (1), all expenses incident to relocating Customer's Service Line shall be paid by Customer and Company reserves the right to install a new Service Line. Company will relocate/install the Service Line and assume ownership of the Service Line thereafter. Regardless of cost to Company, Customer shall pay only the cost of relocating the portion of the Service Line requiring relocation.

3. Where one (1) or more Customers request Company to change or relocate its facilities, either temporarily or permanently, Company will change or relocate all gas facilities agreed upon by Company and Customer(s) and perform such other work as may be required to effect such change or relocation, subject to the following conditions and provided such change or relocation is feasible. Company will provide Customer(s) with the estimated cost of the work to be done by Company pursuant to this paragraph. The total cost of all changes and relocations will be paid by such Customer(s) requesting the changes and relocations prior to the commencement of work by Company. The charge will be based on the total cost of removing existing facilities plus installing facilities at the new location. Terms described in Paragraph (2) also apply.

GENERAL TERMS AND CONDITIONS APPLICABLE TO GAS SERVICE

7. EQUIPMENT ON CUSTOMER'S PREMISES

A. Customer and Company Responsibilities

1. Customer shall provide, install, repair and replace all gas piping downstream of meter setting, and all appliances and devices necessary to receive the service from and after the Delivery Point. Customer shall also provide, install, repair and replace all appliances and devices necessary to use the service provided. Customer-owned piping (Service Lines (where applicable) and fuel lines) will conform to the codes and regulations in effect in the area served and the standards, as applicable, contained in the latest revision of the International Fuel Gas Code. COMPANY IS NOT RESPONSIBLE FOR ANY INJURIES TO PERSONS OR PROPERTY ARISING FROM, CAUSED BY, OR INCIDENT TO THE FAILURE ON THE PART OF CUSTOMER TO PROPERLY INSTALL, REPAIR OR REPLACE (1) PIPING, (2) APPLIANCES OR (3) DEVICES AFTER THE DELIVERY POINT, OR FOR ANY DEFECTS THEREIN.

2. Nothing contained in Company's Tariff for Gas Service shall relieve Company of its duties and obligations under the Natural Gas Pipeline Safety Act of 1968 (as amended), 49 U.S.C. 1671 et seq., 49 C.F.R. part 192 and all applicable federal regulations, and Chapter 4901:1-16 of the OAC.

3. Where Customer is supplied with gas from Company's mains at other than low pressure or from high-pressure transmission mains of Company's suppliers, and the Service Line is owned by Customer, Company will supply a suitable regulator or regulators to provide a single pressure at each service location. Customer shall install such regulator or regulators at Customer's expense in a manner and at a location on Customer's Premises satisfactory to and specified by Company. After this installation by Customer, Company will own and maintain the regulator or regulators.

When Company installs a new Service Line, and when Company replaces and assumes ownership of the Service Line, Company shall install appropriate regulator or regulators at Company's expense.

4. When it is necessary to install a pressure relief device, and the Service Line is owned by Customer, such device will be supplied by Company for installation by Customer in a manner and at a location on Customer's Premises satisfactory to or specified by Company. After this installation, by Customer, Company will own and maintain the relief device.

When Company installs a new Service Line, and when Company replaces and assumes ownership of the Service Line, Company will install appropriate pressure relief devices where necessary at Company's expense.

GENERAL TERMS AND CONDITIONS APPLICABLE TO GAS SERVICE

5. When it is necessary to vent a regulator, and the Service Line is owned by Customer, such venting material shall be installed and maintained by Customer in a manner satisfactory to Company.

When Company installs a new Service Line, and when Company replaces and assumes ownership of the Service Line, Company will install and maintain such venting material at its expense.

6. For all new and replaced Service Lines, Company shall install, be responsible for, and be the owner of the Service Line and all appurtenant equipment, including regulator(s), pressure relief devices, and venting material.

B. Access to Premises

The duly authorized agents of Company shall have the right and privilege to enter Customer's Premises at all reasonable times for the purpose of reading meters, installing, testing, inspecting, repairing, disconnecting and removing any or all of Customer's or Company's equipment used in connection with the provision of Gas Service. Upon request, Company's employee or authorized agent shall identify himself/herself, provide Company photo identification, and state the reason for the visit.

C. Company Not Responsible for Customer's Appliances

CUSTOMER SHALL BE SOLELY RESPONSIBLE DOWNSTREAM OF THE METER FOR THE ADEQUACY, SAFETY, OPERATION OR OTHER CHARACTERISTIC OF ANY EQUIPMENT, PIPES, APPLIANCES OR DEVICES OWNED, LEASED, USED OR MAINTAINED BY CUSTOMER. ANY INSPECTIONS BY COMPANY DOWNSTREAM OF THE METER, WHICH COMPANY MAY MAKE UPON ITS OWN INITIATIVE SOLELY FOR ITS OWN BENEFIT AND INFORMATION, RENDERING OF EMERGENCY OR ADVISORY SERVICE BY COMPANY UPON REQUEST BY CUSTOMER, OR ACCESS OBTAINED BY COMPANY TO CUSTOMER'S PREMISES FOR THE PURPOSE OF READING METERS, DOES NOT CREATE OR GIVE RISE TO ANY WARRANTY, EXPRESSED OR IMPLIED BY COMPANY TO CUSTOMER, OR CREATE ANY RESPONSIBILITY ON THE PART OF COMPANY FOR THE ADEQUACY, SAFETY, OPERATION OR OTHER CHARACTERISTICS OF ANY EQUIPMENT, PIPES, APPLIANCES OR DEVICES OWNED, LEASED, USED OR MAINTAINED BY CUSTOMER. COMPANY SHALL COMPLY WITH RULE 4901:1-13-05 OF THE OAC WITH RESPECT TO TESTING GAS PIPING DOWNSTREAM OF THE METER PRIOR TO INITIAL OPERATION OR RE- ESTABLISHMENT OF RESIDENTIAL OR NON-RESIDENTIAL GAS SERVICE.

GENERAL TERMS AND CONDITIONS APPLICABLE TO GAS SERVICE

D. Piping, Appliances and Devices Shall Conform to Codes

1. Customer's piping, appliances and devices connected directly or indirectly to Company's service facilities shall be installed and maintained in accordance with and conform to the provisions and requirements of applicable Federal, State, County and Municipal Codes and shall comply with Company's General Terms and Conditions and the standards contained in the International Fuel Gas Code, in effect at the time of installation. Customer shall provide satisfactory evidence to Company of compliance with the provisions described above, and Company shall refuse to serve any new installation not meeting these requirements.

2. It shall be the obligation of Customer to notify Company and the proper governmental agency charged with the administration of the applicable building code, or, in the absence of a building code, notify Company of any changes, alterations, or additions of any kind affecting gas piping and service pipes, including changes due to accident. In such cases, Gas Service may be suspended or refused until a proper test and approval has been obtained.

E. Accommodation and Protection of Company Equipment

1. When Company facilities are installed on Customer's Premises, Customer shall furnish, without cost to Company and in accordance with Company's specifications, such enclosures as may be necessary to permit such installation.

2. Customer shall furnish, without cost to Company, all necessary rights of way and easements for the location of Company facilities on Customer's Premises. Company may use such facilities to furnish Gas Service to Customers located adjacent to and beyond Customer's Premises and may construct extensions from the facilities installed on Customer's Premises.

3. All equipment furnished by Company on Customer's Premises, unless otherwise provided, shall remain Company's property and shall be properly protected by Customer.

4. In no case shall Customer or Customer's agent or employee connect or disconnect any meter or regulator, turn on or shut off gas to any Premises or in any way alter or interfere with Company's meters, regulators or other property. However, in the event a dangerous condition is discovered to exist on Customer's Premises, Customer may shut off the gas provided he immediately notifies Company.

F. Payment for Changes in Company Facilities

If Company makes changes in its facilities to permit work to be done by contractors or others, or for the convenience of Customer, the cost incident to the changes shall be paid by the party requesting the changes.

GENERAL TERMS AND CONDITIONS APPLICABLE TO GAS SERVICE

8. USE AND CHARACTER OF SERVICE

A. Characteristics and Calorific Value of Gas

1. The gas distributed by Company may include a mixture of natural gas and other available hydrocarbon gases, such as liquefied petroleum gas-air mixture.

2. The calorific value of the gas or gases supplied by Company to Customers shall not be less than nine hundred (900) Btu per cubic foot.

B. Charges and Payment for Temporary Service

Anyone desiring temporary service shall pay the entire cost to install the facilities necessary to furnish such temporary service and also the entire cost of disconnecting and removing such service. However, there will be no charge for providing temporary facilities (exclusive of Service Lines) to supply Gas Service to buildings during their construction when such service can be supplied from distribution facilities in place which will serve the buildings after completion of construction. Gas used for temporary service shall be billed in accordance with the applicable Rate Schedule.

C. Increase or Decrease in Requirements

Customer shall not install gas equipment of any kind or otherwise increase the demand for Gas Service except upon prior written consent from Company.

Customer shall promptly notify Company of any material decrease in service requirements or any material change in Customer's gas piping facilities.

Customer will change its gas piping facilities at Customer's expense as necessary to accommodate Company equipment necessary to serve any such increase or decrease in service requirements.

D. Use of Gas by Customer

1. Customer shall, in conformance with the standards contained in the latest revision of the International Fuel Gas Code install only appliances or devices which are suitable for operation with the character of the service available or supplied by Company, and which shall not be detrimental to Company. Company shall be the sole judge as to the suitability of apparatus or appliances and also as to whether the operation of such apparatus or appliances will be detrimental to its provision of Gas Service in general.

2. Company reserves the right at all reasonable times to inspect and test all gas appliances and other devices owned by Customer which are, or may be, connected to Company's facilities. COMPANY DOES NOT GIVE ANY WARRANTY, EXPRESSED OR IMPLIED, OR ASSUME ANY RESPONSIBILITY AS TO ADEQUACY, SAFETY, OPERATION OR OTHER CHARACTERISTICS OF ANY MOTOR, APPARATUS, OR OTHER DEVICE SO TESTED. CUSTOMER AGREES NOT TO RELY ON THE RESULTS OF THIS TEST AND INSPECTION FOR ANY PURPOSE.

Company's authorized agent will, upon request, show Company identification and state the reasons for requiring access.

GENERAL TERMS AND CONDITIONS APPLICABLE TO GAS SERVICE

3. Company reserves the right to require Customer to install at Customer's expense such facilities as may be necessary to prevent undue interference with Company's Gas Service to other Customers.

4. In case of violation of the above rules, Gas Service may be discontinued by Company until such time as Customer's use of Gas Service furnished hereunder conforms to Company's General Terms and Conditions, at which time applicable Reconnect Charges will be assessed. The temporary suspension of Gas Service by Company under this paragraph is not a cancellation of the contract.

E. Continuity of Service

1. Company will endeavor to supply gas continuously and without interruption, and under all reasonable and normal conditions of operation, to maintain a sufficient supply or an adequate and reasonable pressure for the gas supplied. Unless due to willful or wanton misconduct or gross negligence on the part of the Company, Company shall not be liable to Customer or anyone else for any damage, loss or injury or otherwise resulting from any failure to provide Gas Service, or for any interruption of the supply or for variations in the pressure of the gas. Company shall also not be liable for any failure, interruption or variation due to any of the following causes: accidents and contingencies, pipeline or equipment failure, breakdowns, strikes, fires, floods, riots, cyclones, vandalism, explosion, acts of God or nature, acts or orders of the Commission, acts or orders of any civil, judicial or military authorities, or any cause beyond the control of Company.

2. Company cannot and does not guarantee either a sufficient supply of gas or an adequate pressure for the gas supplied and shall not be liable for any damage or loss resulting from any variations in pressure or from a shortage of gas or from a total interruption of the gas supply.

3. Company shall not be liable for any damage or loss which Customer may sustain due to any interruptions of supply or variations in pressure resulting from the use or characteristics of gas equipment and/or appliances of Customer or other Customers supplied by Company.

F. Resale of Gas Prohibited

Gas supplied by Company is for the exclusive use of Customer on the Premises to which such gas is delivered by Company. In no case may service be shared with another, sold to another, or transported off the Premises.

GENERAL TERMS AND CONDITIONS APPLICABLE TO GAS SERVICE

9. EXTENSIONS OF GAS DISTRIBUTION MAINS

A. When anyone desires Gas Service and it is necessary that Company's mains be extended to make Gas Service available to the Premises under consideration, that person (hereinafter "Applicant") shall execute an agreement satisfactory to Company covering the matter of the extension and, in addition, shall apply for Gas Service as provided in Company's General Terms and Conditions. The agreement covering the extension must be signed by the owner of the Premises to be served. Applicant and Company must agree on meter location and Delivery Point of gas before any piping is laid or installed on the Premises to be served.

B. Company shall make an extension of up to one hundred (100) feet from an existing distribution main without charge for each permanent Customer to be initially connected to the main extension ("entitlement extension footage").

C. When an extension of Company's main to serve an Applicant amounts to more than the entitlement extension footage per Customer, Applicant who is an end-use Residential Customer is required to provide payment in the form of an one-time deposit. In addition, as provided in Paragraph F herein, if Company determines, in its sole judgment, that the nature of an extension is such that it puts Company at undue risk of recovery hereunder, Company may require different arrangements as a condition of such main extension. The one-time deposit shall equal the estimated construction cost, net of the applicable entitlement extension footage as stated in Paragraph B herein, for each permanent Customer initially connected to the extension.

D. During the seven (7) years following the date of completion of the main extension, the Applicant(s) will be reimbursed for each additional Customer directly connected to the extension. There shall be no reimbursement after the seven (7) year period following the completion of the main extension. No reimbursement applies to the further extensions or lateral extensions of the main. Company shall refund to Customer that paid the deposit a sum equivalent to the deposit on the applicable entitlement extension footage of such gas main extension. In no case shall the total refund exceed the amount deposited with Company.

E. An Applicant desiring an extension to a proposed residential real estate subdivision may be required to pay the entire cost of the extension. Each year for a period of up to but not exceeding five (5) years, which begins on the date of completion of the main extension, Company shall refund to the Applicant who paid for the extension a sum equivalent to the cost of the applicable entitlement extension footage installed for each additional Customer connected during the year, but in no case shall the total amount refunded over the five (5) year period exceed the amount paid to Company. There shall be no refunds after the end of the five (5) year period.

F. Nothing contained herein shall be construed to prohibit Company from making extensions under different arrangements.

G. Nothing contained herein shall be construed to prohibit Company from making, at its expense, greater extensions than herein prescribed, should its judgment so dictate.

GENERAL TERMS AND CONDITIONS APPLICABLE TO GAS SERVICE

H. Payments made to Company in accordance with the provisions of the extension agreements shall not be subject to the payment of interest thereon while in the possession of Company.

I. The title to all extensions covered by the extension agreements shall be held by and remain with Company.

J. Company reserves the right to make additional main extensions from the end of, or from any point on its main or distribution system.

K. Company, in preparing estimates and plans for a main or distribution system, reserves the right to determine the size of pipe, pressure of system, and size and type of all devices and appurtenances necessary in the installation of said main or distribution system. Company reserves the right to determine the length of any main extension and which of its systems of mains will be used to provide Gas Service for prospective Customers.

L. In those instances where a main is being extended or upgraded in connection with an economic development project approved by the Public Utilities Commission of Ohio under Section 4929.163 of the Ohio Revised Code, any deposit required may be funded, in whole or in part, by dollars recovered by the Infrastructure Development Rider ("IDR"). Costs and revenues associated with IDR-related extensions or upgrades shall be treated as required by order of the Commission in Case No. 19-1162-GA-IDR and any subsequent cases. In circumstances where an IDR-funded mainline enables Company to provide service to a subsequent, additional customer, Company will credit incremental revenues to amounts being recovered through the IDR by way of a subsequent rate adjustment. Incremental revenues shall comprise revenues that are in excess of the revenue needed to cover the costs of any capital investment required to serve such incremental load. Incremental revenues credited to the IDR shall not exceed the portion of the project costs previously recovered through the IDR.

GENERAL TERMS AND CONDITIONS APPLICABLE TO GAS SERVICE

10. EXTENSION OF GAS FACILITIES TO MANUFACTURED HOME PARKS

A. Definition

For the purposes of this Section, a Manufactured Home Park is a "Manufactured Home Park" as defined in Chapter 4781 of the ORC.

B. Bulk Metered Service

Gas Service will be made available to Manufactured Home Parks through a single meter at the applicable rate and under the provisions of Section 9 pertaining to the extension of gas distribution mains. All piping and equipment downstream of Company's Delivery Point shall be installed and maintained by and at the expense of the park owner or operator in accordance with local codes and the standards contained in the International Fuel Gas Code. Company shall not be responsible for the distribution of gas beyond the Delivery Point. Gas furnished to Manufactured Home Parks under Bulk Metered Service shall not be submetered or resold. In the event of any violation of this prohibition against submetering and resale, Company may remove its meters and equipment and discontinue Gas Service after three (3) days prior written notice.

C. Individual Meter Service

Individual meters will be made available to individual trailers in Manufactured Home Parks. Company will install and determine the location of distribution system (mains, service lines, regulators and other equipment) required to provide service. Individual Meter Service shall be subject to all applicable provisions of Company's General Terms and Conditions.

Unless otherwise provided for in a contract between Company and park owner or operator, all piping and equipment downstream of the Delivery Point shall be furnished, installed and maintained by, and at the expense of, the park owner or operator, and shall be installed and maintained in accordance with local codes and the standards contained in International Fuel Gas Code.

The park owner or operator shall enter into a contract with Company and provide Company with all-necessary elements and rights of way and shall provide final grade prior to the installation of the distribution system. In no event will Company provide, at its own expense, more than one hundred (100) feet of distribution main facilities within the trailer park for each trailer that will use Gas Service. The cost of any additional extension of distribution facilities will be paid for by said owner or operator.

D. Sectionalized Service

Subject to the approval of Company, a combination of both types of service described in Paragraphs (B) and (C) above, may be made available to Manufactured Home Parks.

E. Gas Main Extensions

For purposes of any gas main extension necessary to extend service to a Manufactured Home Park location under Paragraph B. above, the park shall be considered as one (1) Customer. Neither the number of trailers, nor the annual gas load of trailers, receiving Individual Meter Service will be considered in determining extension allowances under Section 9.

GENERAL TERMS AND CONDITIONS APPLICABLE TO GAS SERVICE

11. OPERATIONAL FLOW ORDERS

Company may issue an Operational Flow Order ("OFO"), in its reasonable discretion, as specified in this section upon determination that an action is required in order to:

1. alleviate or prevent conditions which threaten the integrity or reliability of Company's Operational System
2. to maintain the Operational System in balance,
3. to maintain adequate storage inventory balances,
4. to assure deliveries of gas supplies by Choice Suppliers, SCO Suppliers, and Pool Operators to serve their respective Customers' loads,
5. adhere to the various interstate pipeline companies' balancing requirements, as stated in their FERC approved gas tariffs,
6. direct SCO Suppliers, Choice Suppliers, Pool Operators and to different city gates or to institute different city gate delivery allocations due to system maintenance or system constraints, or
7. any other condition warranting a change to delivery requirements.

An OFO may be issued on a non-discriminatory basis to SCO Suppliers, Choice Suppliers, and Pool Operators, delivering gas to Company's city gates, on a system-wide basis, Pooling Program basis, or individual basis, when necessary, in Company's sole judgment.

Company will post the OFO notice via its GTS including the following information to the extent it is available:

1. Start date of the OFO,
2. End date of the OFO,
3. Estimated duration if no end date is specified,
4. Specific delivery requirements and or restrictions including, but not limited to, the following:
   (a) No under-deliveries during a Cold Weather OFO,
   (b) No over-deliveries during a Warm Weather OFO,
   (c) No deliveries can be accepted at a particular pipeline and/or city gate due to maintenance,
   (d) Restricted nominated storage injections or withdrawals.

Company will endeavor to give 24 hours' notice of an OFO. If the risk of a potential future critical issue is identified, Company will endeavor to post an OFO notice to its GTS. However, Company reserves the right to issue an OFO at any time to mitigate potential system issues with expediency without prior notice.

GENERAL TERMS AND CONDITIONS APPLICABLE TO GAS SERVICE

12. AFFILIATE CODE OF CONDUCT

Company shall comply with the following Code of Conduct:

1. Company must apply Tariff Sheets in a like manner when comparing application to affiliate and non-affiliate Suppliers.

2. Company must enforce the Tariff Sheets in a like manner when comparing enforcement to affiliate and non-affiliate Suppliers.

3. Company may not give its affiliated Supplier or Customers of its affiliated Supplier preference over non-affiliated Suppliers or their Customers in the application of tariff provisions or otherwise pertaining to the Pooling Program. Any ancillary service provided by Company to Supplier (e.g., billing and envelope service) that is not tariffed will be priced uniformly for affiliated and non-affiliated Suppliers and be made available to all on a non- discriminatory basis.

4. Company must process all similar requests for Transportation Service in the same manner and within the same approximate period of time for all Suppliers irrespective of affiliate status.

5. Company shall not disclose to anyone other than a Company employee or agent any information regarding an existing or proposed Transportation Service arrangement, unless authorization is granted by Customer, Customer's agent, or Supplier.

6. If a potential Pool Customer requests information about Suppliers, Company shall provide a list of all participating Suppliers, but shall not endorse any Supplier nor indicate that any Supplier will receive preference because of an affiliate relationship.

7. Company will, to the extent practicable, separate the activities of its operating employees from its affiliate Supplier employees in all areas where their failure to maintain independent operations may have the effect of harming Customers or unfairly disadvantaging unaffiliated Suppliers.

8. Company shall not condition or tie its agreements for gas supply or for the release of interstate pipeline capacity to any agreement by a Supplier, Pool Customer or other third party in which its affiliate Supplier is involved.

GENERAL TERMS AND CONDITIONS APPLICABLE TO GAS SERVICE

9. Company and its affiliate Supplier shall keep separate books of accounts and records.

10. Neither Company nor its affiliate Supplier shall communicate to any Customer, Supplier or third party the idea that any advantage might accrue in the use of Company's service as a result of dealing with its affiliate Supplier.

11. Company's complaint procedure for issues concerning compliance with this code of conduct is as follows: All complaints, whether written or verbal, shall be referred to Company's designated attorney. Company's designated attorney shall orally acknowledge the complaint within five (5) working days of receipt. The complainant party shall prepare a written statement of the complaint which shall contain the name of the complainant and a detailed factual report of the complaint, including all relevant dates, companies involved, employees involved, and specific claim. Company's designated attorney shall communicate the results of the preliminary investigation to the complainant in writing within thirty (30) days after the complaint was received including a description of any course of action which was taken. Company's designated attorney shall keep a file with all such complaint statements for a period of not less than three (3) years.

12. If Company offers its affiliate Supplier or a Pool Customer of its affiliate Supplier a discount, rebate or fee waiver for transportation, balancing, meters or meter installation, storage, or any other service, it must, upon request, prospectively offer such discounts, rebates or fee waivers to all similarly situated non-affiliated Suppliers or Pool Customers under similar terms and conditions.

13. Company's name and logo will not be used in its affiliate Supplier's promotional material designed for the solicitation of Pool Customers, unless such promotional material discloses in plain, legible or audible language, on the first page or at the first point where Company's name and logo appears, that its affiliate Supplier is not the same entity as Company. Company is also prohibited from participating in exclusive joint activities with its affiliate Supplier, including advertising, marketing, sales calls or joint proposals to any existing or potential Pool Customers.

GENERAL TERMS AND CONDITIONS APPLICABLE TO GAS SERVICE

13. AMENDMENTS

A. General Terms and Conditions May Be Amended

Company reserves the right, with the approval of the Commission, to modify, alter or amend these General Terms and Conditions, or to promulgate such other and further General Terms and Conditions as experience and conditions may suggest, or as it deems necessary in the conduct of its business.

B. Limitation of Liability

Approval of the above tariff language by the Commission does not constitute a determination by the Commission that the limitation of liability imposed by Company should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.