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**SERVICE AGREEMENT**  
**TRANSPORTATION OF FREE GAS VOLUMES**

**THIS AGREEMENT** is entered into as of \_\_\_\_\_ by The East Ohio Gas Company d/b/a Enbridge Gas Ohio f/k/a Dominion Energy Ohio (“EOG”) and \_\_\_\_\_, whose principal place of business is located at \_\_\_\_\_ (“Producer”).

*Whereas*, Producer is drilling or currently operates a natural gas production well capable of delivering volumes directly to an end-use customer identified on the attached Exhibit A (“Customer”); and

*Whereas*, the delivery of such volumes directly to Customer currently results or would result in a loss of load and revenue to Company, and would also subject Customer to monthly standby charges; and

*Whereas*, pursuant to a lease agreement between Producer and Customer, Customer is entitled to receive certain volumes of free gas; however, such free volumes may be insufficient to meet Customer's total gas requirements.

*Now therefore*, in consideration of the mutual covenants contained in this Agreement, the parties agree:

Section 1. **Service to be Rendered.** Producer and Customer have entered into a separate agreement providing Customer a free gas allowance on an annual basis (referred to herein as the “Free Gas Agreement”). Producer has supplied Company with an executed copy of the Free Gas Agreement. Producer shall arrange for the delivery to Company in July of a given year the volume of free gas to be redelivered to Customer for the following August through July annual period plus any adjustments needed for the preceding August through July annual period. Company will deliver the volumes specified by Producer to Customer’s premise on the property where the well is located and/or to an adjoining property that is part of the same drilling unit as the property on which the well was drilled at no charge to Customer. Producer may enter into multiple Free Gas Agreements with different Customers for a specific drilling unit, provided the Producer complies with all requirements of this Agreement. Producer agrees that it shall not deliver volumes directly to Customer unless agreed upon by Company in writing.

Section 2. **Rates and Charges.** To compensate Company for the transportation of free-use volumes to Customer, Producer agrees to pay to Company a flat, one-time, nonrefundable fee of \$250.00 per agreement. Company will continue to charge Customer for transportation service in excess of any applicable free-use volumes.

Section 3. **Regulation; Governing Law.** This Agreement is contingent upon the receipt and continuation of all necessary regulatory approvals and authorizations, if any. This Agreement shall be void or expire, as appropriate, if necessary regulatory approval or

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authorization is not received or continued. This Agreement shall be construed in accordance with the laws of the State of Ohio without regard to any laws governing the conflict of laws.

Section 4. **Term.** This Agreement shall become effective as of \_\_\_\_\_ and continue through June 30<sup>th</sup>, \_\_\_\_\_ for a primary term of \_\_\_\_\_ months and shall continue thereafter on a month-to-month basis subject to cancellation by either party after the primary term, upon written notice to the other thirty (30) days prior to the end of any contract year. Termination shall not relieve either party of its obligations hereunder with respect to transactions that have occurred prior to the date of termination.

Section 5. **Assignability.** This Agreement shall not be assignable by either party without the prior written consent of the other. Upon consent, this Agreement shall be binding upon and inure to the benefit of all assignees, but such consent shall not release any assignor from any liabilities or obligations incurred pursuant to this Agreement prior to the effective date of the assignment.

Section 6. **Representations.** Producer represents that its (i) exact legal name is as set forth in this Agreement, (ii) place of formation is \_\_\_\_\_, and (iii) principal place of business is \_\_\_\_\_.

Section 7. **Executed Agreement.** Upon execution by Producer, this Agreement shall shall be effective if delivered personally, electronically, or mailed by certified mail to the address below:

Enbridge Gas Ohio  
7015 Freedom Ave NW  
North Canton, OH 44720

Attn: Paul E. Robinson

Account Manager II

Phone: (330) 413-9683

Section 8. **Notices.** Any notices, except those relating to billing or termination of service, required or permitted to be given pursuant to this Agreement shall be effective if delivered personally, by facsimile, electronically, or any other mutually acceptable format to an officer or authorized representative of the party being notified, or mailed by certified mail to the address below:

**COMPANY:**

Enbridge Gas Ohio  
7015 Freedom Ave., NW  
North Canton, OH 44720

Attn: Paul E. Robinson

Account Manager II

Phone: (330) 413-9683

Fax: (330) 266-2128

**PRODUCER:**

Attn: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

**IN WITNESS WHEREOF**, the parties hereto have accordingly and duly executed this Agreement as of its effective date.

**Producer Name:** \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**THE EAST OHIO GAS COMPANY d/b/a Enbridge Gas Ohio**

By: \_\_\_\_\_ Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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## Exhibit A

**FREE GAS CUSTOMER/LANDOWNER**

Customer/Landowner: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Enbridge Gas Ohio Account Number: \_\_\_\_\_

Annual Free Gas Allowance: \_\_\_\_\_ Mcf

EOG Production Meter # Associated with Free Gas Lease: \_\_\_\_\_

Customer/Landowner:

\_\_\_\_\_  
Print Name\_\_\_\_\_  
Signature\_\_\_\_\_  
Date

**Exhibit B**

**RECEIPTS FROM POOLS**

**Supplier Name**

Note: Assigned Supplier shall supply 100% of Producer's supply required to cover **all volumes** associated with the enrolled Free Gas Customers.