SERVICE AGREEMENT - ENERGY CHOICE POOLING SERVICE

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THIS AGREEMENT is entered into as of _____, by **THE EAST OHIO GAS COMPANY d/b/a Enbridge Gas Ohio** ("East Ohio") and _____ ("Supplier").

WITNESSETH: That in consideration of the mutual covenants contained in this Agreement, the parties agree:

Section 1. **Service to be Rendered.** In accordance with the provisions of East Ohio's General Terms and Conditions of Energy Choice Pooling Service ("ECPS General Terms and Conditions"), a copy of which is on file with the PUCO and incorporated by reference as a part of this Agreement, and the terms and conditions of this Agreement, East Ohio shall receive the aggregate quantities of gas requested by Supplier to be delivered to East Ohio for redelivery by East Ohio to Supplier's Customers within the State of Ohio.

Section 2. **Regulation.** This Agreement is contingent upon the receipt and continuation of all necessary regulatory approvals and authorizations, if any. This Agreement shall become null and void or expire, as appropriate, if necessary regulatory approval or authorization is not received or continued.

Section 3. **Rates and Charges.** Supplier shall be assessed the following charges, as discussed in more detail in the ECPS General Terms and Conditions, on a non-discriminatory basis. All charges billed to Supplier shall be subject to the Gross Receipts Tax Rider.

- **Financial Evaluation Fee** - $47.80 for the initial and each subsequent Supplier creditworthiness review performed by East Ohio.
- **Eligible Customer List Fee** - Supplier shall pay $0.048 per name and address provided in the initial customer information list, and thereafter for each additional update requested by Supplier. Alternatively, Supplier may pay $0.072 per name and address provided, and East Ohio shall provide not more than three quarterly updates during the 12 months following the date of the customer information agreement at no charge and at a time to be determined solely by East Ohio.
- **Supplier Energy Choice Pooling Service Fee** – A volumetric charge of $0.033 per Mcf for all Daily Pool Requirement volumes redelivered to Supplier's Customers.

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- **Customer Conversion Charge -** $4.78 for each End Use Customer payable when the End Use Customer initially receives commodity service from Supplier after having been served in the prior Customer Billing Cycle by another Supplier.
- **Optional Assignment of Upstream Capacity Charge** - Upstream Pipeline Primary Firm Transportation capacity and/or Contract Storage capacity made available by East Ohio may be assigned to Supplier upon its request and will be structured as a release of capacity at the full maximum rates paid by East Ohio, in accordance with Paragraphs 4.1 and 4.4 of the ECPS General Terms and Conditions.
- **On-System Storage Transfer** - Supplier shall purchase from or sell to East Ohio On-System Storage volumes in place in amounts necessary to attain required On-System storage inventory levels pursuant to Section 5 of the ECPS General Terms and Conditions. The transfer price shall equal the first of the month price index as published in *Inside F.E.R.C.'s Gas Market Report* (S&P Global Platts) for Eastern Gas, Appalachia, or an appropriate successor index should it cease to be published, for the month in which the purchase or sale takes place plus the total cost of transportation, including demand and usage charges and fuel, on Eastern Gas Transmission and Storage, Inc. (EGTS) to East Ohio's city gate. Such price shall be adjusted by the Unaccounted-for Gas Percentage, the conversion to Mcf pursuant to Paragraph 7.2 of the ECPS General Terms and Conditions, and associated excise tax if applicable.
- **Firm Receipt Point Surcharge** - Suppliers electing to designate specific Transportation Receipts Points shall be assessed an amount determined in accordance with Section 9 of the ECPS General Terms and Conditions.
- **Daily Imbalance Trading Charge** - A charge of $95.60 times the number of other Suppliers during the applicable month with whom Supplier engaged in daily Imbalance Trading transactions under Section 17 of the ECPS General Terms and Conditions.
- **Daily Imbalance Charges** - Daily imbalance volumes created during periods in which no OFOs have been issued that are not otherwise offset through the imbalance trading procedure referenced above will be handled as follows. The sum of the positive daily imbalance volumes accumulated during the month will be totaled and purchased by East Ohio at a price based on the ratio of the cumulative positive daily imbalance volume to the sum of the Daily Pool Requirements for the month as further described in Paragraph 18.1 of the ECPS General Terms and Conditions. The sum of the negative daily imbalance volumes accumulated during the month will be totaled and sold by East Ohio at a price based on the ratio of the cumulative negative daily imbalance volume to the sum of the Daily Pool Requirements for the month as further described in Paragraph 18.1 of the ECPS General Terms and Conditions.
- **Monthly Imbalance Trading Charge** - A charge of $95.60 per transaction during the applicable month for monthly Imbalance Trading transactions with

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- other ECPS and FRPS Suppliers under Section 19 of the ECPS General Terms and Conditions.
- **Optional Firm Storage Service Charge** - In/Out Service, if available, may be purchased by the Supplier at the rates and charges for such service under Rate Schedule FSS in accordance with Section 20 of the ECPS General Terms and Conditions.
- **OFO Non-Compliance Charge** - Non-compliance with an OFO may result in the recall of assigned capacity and the assessment of the following incremental charges as further described in Section 21 of the ECPS General Terms and Conditions: (a) the payment of a gas cost equal to the highest incremental cost paid by East Ohio on the date of non-compliance; and (b) demand charges based on the appropriate Upstream Pipeline rate schedule as set forth in paragraph 21.1(b) with the maximum amount over any Winter Season equal to twelve months' demand charges multiplied by the maximum OFO shortfall experienced during that Winter Season; and (c) the payment of all other charges, inclusive of storage and overrun costs, incurred by East Ohio on the date of the OFO shortfall and associated excise tax.
- **Customer Education Fee** – A fee of $0.01 per Mcf assessed beginning December 1, 2021, or upon approval of the PUCO, on all volumes billed to Suppliers participating in East Ohio's Energy Choice program. The fee will continue for all such volumes billed prior to the first billing cycle in December 2025.
- **Archived Data Extraction Fee** – A fee of $276.60 per Supplier request that East Ohio access and make available archived enrollment files, billing files, and other transactional information.
- Fees and charges for any other service shall be established by East Ohio and assessed on a non-discriminatory basis. If Supplier desires a billing service or custom rate that is not readily available in East Ohio's billing system, East Ohio may establish a reasonable fee to recover reasonable programming and administrative costs associated with such custom billing requirements.

Section 4. **Representations.** Supplier represents that its (i) exact legal name is as set forth in this Agreement and that its (ii) place of formation, principal place of business, and any affiliated ECPS Suppliers are as follows:

State of Formation: _____

Street Address: _____

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City/State/ZIP Code: _____

Affiliates: _____

Section 5. **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 only if delivered in writing to an officer or authorized representative of the party being notified, which shall be delivered by electronic mail, personally, or by certified mail to the applicable address below. Electronic mail shall be the method of notice used unless circumstances render its use impracticable:

EAST OHIO:

The East Ohio Gas Company
d/b/a Enbridge Gas Ohio
1201 East 55th Street
Cleveland, OH 44103-1028

Attn: Transportation Services
Email: Gas_Energy_Choice@enbridge.com

SUPPLIER:

Attn: _____

Title: _____

Phone: _____

Email: _____

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

SUPPLIER

By: _____ Title: _____

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

By: _____ Title: _____