

**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

In the Matter of the Application of)	
Glenwood Energy of Oxford, Inc. for)	Case No. 16-529-GA-AEC
Approval of Two Reasonable Arrangements)	
for Transporting Natural Gas Pursuant)	
to Section 4905.31, Revised Code.)	

APPLICATION

Pursuant to Section 4905.31, Revised Code, Glenwood Energy of Oxford, Inc. ("GEO" or "the Applicant"), an Ohio Corporation and public utility as defined by Sections 4905.02 and 4905.03, Revised Code apply for approval of two "reasonable arrangements" as provided for pursuant to Section 4905.31, Revised Code. The reasonable arrangements are nearly identical natural gas transportation agreements between GEO on the one hand and McCullough-Hyde Memorial Hospital ("Hospital") and between GEO and The Square D Company ("Square D").

The Applicant states as follows:

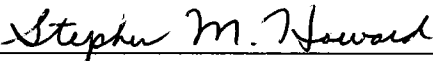
1. GEO is an Ohio corporation engaged in the business of supplying natural gas to approximately 4,300 customers in southwestern Ohio.
2. Glenwood has entered into two Gas Transportation Agreements with two customers: the Hospital and Square D.
3. Both special contracts are attached as part of Attachment A.
4. These two special contracts provide that GEO will transport a quantity of natural gas for each customer not to exceed 500 Mcf per day for a monthly administrative/service rate of \$150, a transportation general service rate of \$3.03 per Mcf, a late payment charge of 1.5% if bills are not paid within a twenty-five day period, and a supplemental transportation rate to reimburse Glenwood for reservation charges initially of \$0.137 per Mcf. Both contracts contain balancing, interruption

and curtailment, force majeure, public utility excise tax and Mcf tax provisions and have terms ending June 30, 2018.

5. Glenwood submits that both gas transportation agreements constitute reasonable arrangements under Section 4905.31, Revised Code and should be approved.

WHEREFORE, Glenwood Energy of Oxford, Inc. respectfully requests that the Commission approve both contracts as reasonable arrangements pursuant to its authority under Section 4905.31, Revised Code.

Respectfully submitted,



Stephen M. Howard
Vorys, Sater, Seymour and Pease LLP
52 E. Gay Street
Columbus, OH 43215
614-464-5401
smhoward@vorys.com

Attorneys for Glenwood Energy of Oxford, Inc.

ATTACHMENT A

GAS TRANSPORTATION AGREEMENT

THIS AGREEMENT made and entered into as of the 9 day of SEPTEMBER 2015, by and between GLENWOOD ENERGY OF OXFORD, an Ohio corporation, hereinafter "GLENWOOD", and MCCULLOUGH-HYDE MEMORIAL HOSPITAL, hereinafter "HOSPITAL".

WITNESSETH:

WHEREAS, HOSPITAL operates in Oxford, Ohio and desires to purchase natural gas for its own account for delivery thereto; for the purpose of boiler fuel and hot water, and

WHEREAS, HOSPITAL has requested that GLENWOOD receive and transport said gas, which GLENWOOD has agreed to do, subject to the approval of the Public Utilities Commission of Ohio ("PUCO").

NOW THEREFORE, in consideration of the premises and the covenants and agreements herein set forth, GLENWOOD and HOSPITAL mutually agree as follows:

I. Deliveries. The base period for determining deliveries to be made under this Agreement shall be from 10:00 a.m., the first day of one month to 10:00 a.m., the first day of the next month. Subject to the provisions of Section 9 hereof, during any such period, GLENWOOD will deliver to HOSPITAL at Oxford, Ohio, volumes of gas equal to one hundred percent (100%) of HOSPITAL's natural gas demand. HOSPITAL's demand shall be supplied by HOSPITAL's natural gas supplier to GLENWOOD for the account of HOSPITAL, less GLENWOOD's, Columbia Gas Transmission's ("COLUMBIA") and Duke Energy Ohio's ("DUKE") latest annual system-wide "unaccounted-for-gas" percentage as reported to the U.S. Department of Transportation, each being subject to a maximum of five percent (5%). For purposes of this Agreement, gas from HOSPITAL's supplier shall be deemed tendered if nominated to be the interconnection at GLENWOOD's distribution system at the Millville Station on the Texas Eastern Transmission Corporation's interstate pipeline ("Transmission").

The quantity of natural gas delivered to GLENWOOD for the account of HOSPITAL shall not exceed 500 Mcf per day, as measured from 10:00 a.m. on any day to 10:00 a.m. on the succeeding day.

This does not prevent HOSPITAL from nominating 0 Mcf for any day or any number of days.

2. Administrative/Service Charge. HOSPITAL is required to pay a monthly administrative/service charge of One Hundred Fifty Dollars (\$150.00) to defray the cost of the meter and instrumentation which must be periodically replaced or refurbished and the administrative cost of downloading meters and billing.
3. Transportation Rate. The rate to be paid for monthly volumes of all natural gas delivered by GLENWOOD to HOSPITAL pursuant to this Agreement shall be a general service rate of \$3.03 per MCF. Payment of the foregoing transportation charges shall be based upon actual metered usage, adjusted for shrinkage, and be made within twenty-five (25) days of the date on GLENWOOD's statement therefore and shall be subject to a late payment charge equal to one and one-half percent (1.5%) if not paid within said twenty-five (25) day period.
4. Supplemental Transportation Rate. There will be an additional charge to reimburse GLENWOOD for reservation charges tendered by TRANSMISSION, COLUMBIA and DUKE. TRANSMISSION and COLUMBIA charges will be based on applicable ITS and fuel rates. GLENWOOD will allocate DUKE charges to each of its transportation customers based on annual usages. The rate initially charged to HOSPITAL will be \$0.137 per Mcf.
5. Public Utility Excise Tax. HOSPITAL agrees to pay to GLENWOOD an additional amount equal to 4.75% (effective rate = 4.9032%) of the total monthly payments otherwise owed to GLENWOOD hereunder as reimbursement, in whole or in part, for the public utility excise tax imposed upon GLENWOOD and associated with the services provided for hereunder.
6. Mcf Tax. HOSPITAL agrees to pay GLENWOOD an additional amount equal to HOSPITAL's portion of the quarterly Mcf tax (Two Cents (\$.02) per Mcf) based on HOSPITAL's total usage.
7. Balancing Penalties and Cost of Gas Reimbursement. HOSPITAL or its appointed agent shall coordinate deliveries on TRANSMISSION to the Millville Station with GLENWOOD.

HOSPITAL's gas will be considered "First through the Meter" with regard to final volume allocation by TRANSMISSION and DUKE. When HOSPITAL delivers less gas than it burns in a month, it agrees to reimburse GLENWOOD for its share of demand charges assessed by TRANSMISSION in addition to the cost of gas.

When HOSPITAL's natural gas supplier delivers less gas in a particular month than what HOSPITAL burns in that month, HOSPITAL shall pay GLENWOOD the greater of (1) the cost of gas when HOSPITAL burned such gas or (2) the average monthly cost of gas paid by GLENWOOD to its suppliers. If HOSPITAL's natural gas supplier delivers more gas in a particular month than what HOSPITAL burns in that month, GLENWOOD shall credit HOSPITAL the lesser of (1) the cost of gas when GLENWOOD burned such gas or (2) the least cost of gas paid by GLENWOOD during the month. GLENWOOD shall provide HOSPITAL with its "worksheet" calculation of such charges or credits, and invoice or credit HOSPITAL for such amount on a monthly basis.

8. Measurement - Quality of Natural Gas. The quality of the volumes of natural gas subject to this Agreement shall be in accordance with the standards of TRANSMISSION AND DUKE. For the purpose of this Agreement, the unit of volumetric measurement shall be a standard cubic foot of natural gas at a pressure base of 14.73 pounds per square inch absolute, a temperature of 60 degrees Fahrenheit (520 degrees absolute), and without adjustments for water vapor. The term "Mcf" as the term is used herein shall be equal to or represent one thousand (1,000) standard cubic feet of natural gas.

9. Interruption, Curtailment, and Force Majeure.

(A) Interruption and Curtailment

HOSPITAL agrees that delivery of its volumes may be interrupted or curtailed if required to enable GLENWOOD to meet its obligation to serve its General Service customers. Moreover, during the heating season of October 15 through April 15 of each year, if GLENWOOD is required to interrupt or curtail its off-peak customers, HOSPITAL agrees that delivery of its volumes will be interrupted or curtailed with the first group interrupted or curtailed.

During periods when HOSPITAL experiences curtailment of any of its volumes under

this Agreement, HOSPITAL and GLENWOOD shall meet to see if GLENWOOD desires to purchase the gas volumes that HOSPITAL has under contract at the fair market value for such natural gas. If no agreement is made for GLENWOOD to purchase such volumes, then HOSPITAL shall have no further obligation to supply gas during the period that the curtailment or interruption is in place.

(B) Force Majeure

Except with regard to a party's obligation to make payment(s) due under this Agreement, neither party shall be liable to the other for failure to perform a Firm obligation, to the extent such failure was caused by Force Majeure. The term "Force Majeure" as employed herein means any cause not reasonably within the control of the party claiming suspension, as further defined in Section (ii) below.

(ii) Force Majeure shall include, but not be limited to, the following: (1) physical events such as acts of God, landslides, lightning, earthquakes, fires, storms or storm warnings, such as hurricanes, which result in evacuation of the affected area, floods, washouts, explosions, breakage or accident or necessity of repairs to machinery or equipment or lines of pipe; (2) weather related events affecting an entire geographic region, such as low temperatures which cause freezing or failure of wells or lines of pipe; (3) interruption and/or curtailment of Firm transportation and/or storage by Transporters; (4) acts of others such as strikes, lockouts or other industrial disturbances, riots, sabotage, insurrections or wars; and (5) governmental actions such as necessity for compliance with any court order, law, statute, ordinance, regulation, or policy having the effect of law promulgated by a governmental authority having jurisdiction. Seller and Buyer shall make reasonable efforts to avoid the adverse impacts of a Force Majeure and to resolve the event or occurrence once it has occurred in order to resume performance.

(iii) Neither party shall be entitled to the benefit of the provisions of Force Majeure to the extent performance is affected by any or all of the following circumstances: (1) the curtailment of interruptible or secondary Firm transportation unless primary, in-path, Firm transportation is also curtailed; (2) the party claiming excuse failed to remedy the condition and to resume the performance of such covenants or obligations with reasonable dispatch; or (3) economic hardship, to include, without limitation, Seller's ability to sell Gas at higher or more advantageous price than the Contract Price, Buyer's ability to purchase Gas at a lower or more

advantageous price than the Contract Price, or a regulatory agency disallowing, in whole or in part, the pass through of costs resulting from this Agreement; (4) the loss of Buyer's market(s) or Buyer's inability to use or resell Gas purchased hereunder, except, in either case, as provided in Section (ii) above; or (5) the loss or failure of Seller's gas supply or depletion of reserves, except, in either case, as provided in Section (ii) above. The party claiming Force Majeure shall not be excused from its responsibility for imbalance Charges.

(iv) Notwithstanding anything to the contrary herein, the parties agree that the settlement of strikes, lockouts or other industrial disturbances shall be within the sole discretion of the party experiencing such disturbance.

(v) The party whose performance is prevented by Force Majeure must provide Notice to the other party. Initial Notice may be given orally; however, written Notice with reasonably full particulars of the event or occurrence is required as soon as reasonably possible. Upon providing written Notice of Force Majeure to the other party, the affected party will be relieved of its obligation, from the onset of the Force Majeure event, to make or accept delivery of Gas, as applicable, to the extent and for the duration of Force Majeure, and neither party shall be deemed to have failed in such obligations to the other during such occurrence or event.

(vi) Notwithstanding Sections (ii) and (iii) above, the parties may agree to alternative Force Majeure provisions in a Transaction Confirmation executed in writing by both parties.

11. Responsibility for Gas. Unless otherwise specifically agreed to in writing, GLENWOOD shall have no responsibility with respect to any gas transported under this Agreement until it is tendered to GLENWOOD at the Millville Station.

12. Requirements Contract. It is the intention of the parties that this Agreement shall govern and include all of HOSPITAL's requirements for gas transportation service and that GLENWOOD shall be the sole and exclusive transporter of any and all gas delivered to HOSPITAL during the term hereof. However, nothing contained in this Agreement shall be construed as requiring HOSPITAL to use or tender for transportation by GLENWOOD any minimum quantity or volume of gas during any period governed by this Agreement; it being understood that HOSPITAL may also be fueled by fuel oil which HOSPITAL might elect, in its sole discretion, to burn instead.

13. Regulatory Approvals. This Agreement is subject to all valid laws, orders, rules, and regulations of duly-constituted authorities having jurisdiction; and the parties agree to proceed and cooperate with due diligence in obtaining all necessary approvals and authorizations.

14. Governing Law. The interpretation and performance of this Agreement shall be in accordance with the laws of the State of Ohio without recourse to the law regarding conflict of laws.

15. Assignment. This Agreement shall not be subject to assignment, without the written consent of the other party, which consent shall not be unreasonably withheld.

16. Notices. Any notice required or permitted to be given hereunder shall be effective only if delivered personally to an officer or authorized representative of the party being notified or if mailed by registered or certified mail addressed as follows:

If to GLENWOOD: President and CEO
Glenwood Energy of Oxford
5181 College Corner Pike
Oxford, Ohio 45056

If to HOSPITAL: MANAGER ENGINEERING
JIM VANDEN EYNEN
MCCULLOUGH HYDE MEMORIAL HOSPITAL
110 NORTH POPLAR ST.
OXFORD OHIO 45056

Either party may change its notice address by notifying the other party in the manner above stated.

17. Entire Agreement. This Agreement contains the entire agreement among the parties hereto respecting the subject of this Agreement. There are no other terms, conditions, promises, or understandings, express or implied, concerning the activities and arrangements

contemplated by this Agreement, which may not be altered, modified, assigned, or terminated without the approval of the PUCO, except as provided herein.

18. No Dedication. Neither this Agreement nor any deliveries of natural gas pursuant hereto shall be construed to constitute a dedication or to evidence in any way dedication by HOSPITAL of any natural gas, wells, or acreage to GLENWOOD.

19. Term of Agreement. This Agreement shall become effective with bills rendered on or after July 1, 2015, and shall continue in effect for a primary term ending June 30, 2018. After the primary term, the Agreement shall remain in effect from year to year thereafter unless and until either party provides written notice requesting termination within six (6) months of the end of the primary term or any annual term thereafter.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 10 day of SEPTEMBER, 2015.

ATTESTED TO BY:

GLENWOOD ENERGY OF OXFORD

By: Whiskey Smith

Its: OFFICE Manager

McCULLOUGH HYDE MEMORIAL HOSPITAL

By: John E. John

Its: MANAGER ENGINEERING & MAINTENANCE

GAS TRANSPORTATION AGREEMENT

THIS AGREEMENT made and entered into as of the 9 day of Sept 2015, by and between GLENWOOD ENERGY OF OXFORD, an Ohio corporation, hereinafter "GLENWOOD", and THE SQUARE D COMPANY, hereinafter "SQUARE D".

WITNESSETH:

WHEREAS, SQUARE D operates a manufacturing plant in Oxford, Ohio and desires to purchase natural gas for its own account for delivery thereto; for the purpose of boiler fuel and hot water, and

WHEREAS, SQUARE D has requested that GLENWOOD receive and transport said gas, which GLENWOOD has agreed to do, subject to the approval of the Public Utilities Commission of Ohio ("PUCO").

NOW THEREFORE, in consideration of the premises and the covenants and agreements herein set forth, GLENWOOD and SQUARE D mutually agree as follows:

I. Deliveries. The base period for determining deliveries to be made under this Agreement shall be from 10:00 a.m., the first day of one month to 10:00 a.m., the first day of the next month. Subject to the provisions of Section 9 hereof, during any such period, GLENWOOD will deliver to SQUARE D at Oxford, Ohio, volumes of gas equal to one hundred percent (100%) of SQUARE D's natural gas demand. SQUARE D's demand shall be supplied by SQUARE D's natural gas supplier to GLENWOOD for the account of SQUARE D, less GLENWOOD's, Columbia Gas Transmission's ("COLUMBIA") and Duke Energy Ohio's ("DUKE") latest annual system-wide "unaccounted-for-gas" percentage as reported to the U.S. Department of Transportation, each being subject to a maximum of five percent (5%). For purposes of this Agreement, gas from SQUARE D's supplier shall be deemed tendered if nominated to be the interconnection at GLENWOOD's distribution system at the Millville Station on the Texas Eastern Transmission Corporation's interstate pipeline ("Transmission").

The quantity of natural gas delivered to GLENWOOD for the account of SQUARE D shall not exceed 500 Mcf per day, as measured from 10:00 a.m. on any day to 10:00 a.m. on the succeeding day.

This does not prevent SQUARE D from nominating 0 Mcf for any day or any number of days.

2. Administrative/Service Charge. SQUARE D is required to pay a monthly administrative/service charge of One Hundred Fifty Dollars (\$150.00) to defray the cost of the meter and instrumentation which must be periodically replaced or refurbished and the administrative cost of downloading meters and billing.

3. Transportation Rate. The rate to be paid for monthly volumes of all natural gas delivered by GLENWOOD to SQUARE D pursuant to this Agreement shall be a general service rate of \$3.03 per MCF. Payment of the foregoing transportation charges shall be based upon actual metered usage, adjusted for shrinkage, and be made within twenty-five (25) days of the date on GLENWOOD's statement therefore and shall be subject to a late payment charge equal to one and one-half percent (1.5%) if not paid within said twenty-five (25) day period.

4. Supplemental Transportation Rate. There will be an additional charge to reimburse GLENWOOD for reservation charges tendered by TRANSMISSION, COLUMBIA and DUKE. TRANSMISSION and COLUMBIA charges will be based on applicable ITS and fuel rates. GLENWOOD will allocate DUKE charges to each of its transportation customers based on annual usages. The rate initially charged to SQUARE D will be \$0.137 per Mcf.

5. Public Utility Excise Tax. SQUARE D agrees to pay to GLENWOOD an additional amount equal to 4.75% (effective rate = 4.9032%) of the total monthly payments otherwise owed to GLENWOOD hereunder as reimbursement, in whole or in part, for the public utility excise tax imposed upon GLENWOOD and associated with the services provided for hereunder.

6. Mcf Tax. SQUARE D agrees to pay GLENWOOD an additional amount equal to SQUARE D's portion of the quarterly Mcf tax (Two Cents (\$.02) per Mcf) based on SQUARE D's total usage.

7. Balancing Penalties and Cost of Gas Reimbursement. SQUARE D or its appointed agent shall coordinate deliveries on TRANSMISSION to the Millville Station with GLENWOOD. SQUARE

D's gas will be considered "First through the Meter" with regard to final volume allocation by TRANSMISSION and DUKE. When SQUARE D delivers less gas than it burns in a month, it agrees to reimburse GLENWOOD for its share of demand charges assessed by TRANSMISSION in addition to the cost of gas.

When SQUARE D's natural gas supplier delivers less gas in a particular month than what SQUARE D burns in that month, SQUARE D shall pay GLENWOOD the greater of (1) the cost of gas when SQUARE D burned such gas or (2) the average monthly cost of gas paid by GLENWOOD to its suppliers. If SQUARE D's natural gas supplier delivers more gas in a particular month than what SQUARE D burns in that month, GLENWOOD shall credit SQUARE D the lesser of (1) the cost of gas when GLENWOOD burned such gas or (2) the least cost of gas paid by GLENWOOD during the month. GLENWOOD shall provide SQUARE D with its "worksheet" calculation of such charges or credits, and invoice or credit SQUARE D for such amount on a monthly basis.

8. Measurement - Quality of Natural Gas. The quality of the volumes of natural gas subject to this Agreement shall be in accordance with the standards of TRANSMISSION AND DUKE. For the purpose of this Agreement, the unit of volumetric measurement shall be a standard cubic foot of natural gas at a pressure base of 14.73 pounds per square inch absolute, a temperature of 60 degrees Fahrenheit (520 degrees absolute), and without adjustments for water vapor. The term "Mcf" as the term is used herein shall be equal to or represent one thousand (1,000) standard cubic feet of natural gas.

9. Interruption, Curtailment, and Force Majeure.

(A) Interruption and Curtailment

SQUARE D agrees that delivery of its volumes may be interrupted or curtailed if required to enable GLENWOOD to meet its obligation to serve its General Service customers. Moreover, during the heating season of October 15 through April 15 of each year, if GLENWOOD is required to interrupt or curtail its off-peak customers, SQUARE D agrees that delivery of its volumes will be interrupted or curtailed with the first group interrupted or curtailed.

During periods when SQUARE D experiences curtailment of any of its volumes under

this Agreement, SQUARE D and GLENWOOD shall meet to see if GLENWOOD desires to purchase the gas volumes that SQUARE D has under contract at the fair market value for such natural gas. If no agreement is made for GLENWOOD to purchase such volumes, then SQUARE D shall have no further obligation to supply gas during the period that the curtailment or interruption is in place.

(B) Force Majeure

Except with regard to a party's obligation to make payment(s) due under this Agreement, neither party shall be liable to the other for failure to perform a Firm obligation, to the extent such failure was caused by Force Majeure. The term "Force Majeure" as employed herein means any cause not reasonably within the control of the party claiming suspension, as further defined in Section (ii) below.

(ii) Force Majeure shall include, but not be limited to, the following: (1) physical events such as acts of God, landslides, lightning, earthquakes, fires, storms or storm warnings, such as hurricanes, which result in evacuation of the affected area, floods, washouts, explosions, breakage or accident or necessity of repairs to machinery or equipment or lines of pipe; (2) weather related events affecting an entire geographic region, such as low temperatures which cause freezing or failure of wells or lines of pipe; (3) interruption and/or curtailment of Firm transportation and/or storage by Transporters; (4) acts of others such as strikes, lockouts or other industrial disturbances, riots, sabotage, insurrections or wars; and (5) governmental actions such as necessity for compliance with any court order, law, statute, ordinance, regulation, or policy having the effect of law promulgated by a governmental authority having jurisdiction. Seller and Buyer shall make reasonable efforts to avoid the adverse impacts of a Force Majeure and to resolve the event or occurrence once it has occurred in order to resume performance.

(iii) Neither party shall be entitled to the benefit of the provisions of Force Majeure to the extent performance is affected by any or all of the following circumstances: (1) the curtailment of interruptible or secondary Firm transportation unless primary, in-path, Firm transportation is also curtailed; (2) the party claiming excuse failed to remedy the condition and to resume the performance of such covenants or obligations with reasonable dispatch; or (3) economic hardship, to include, without limitation, Seller's ability to sell Gas at higher or more advantageous price than the Contract Price, Buyer's ability to purchase Gas at a lower or more

advantageous price than the Contract Price, or a regulatory agency disallowing, in whole or in part, the pass through of costs resulting from this Agreement; (4) the loss of Buyer's market(s) or Buyer's inability to use or resell Gas purchased hereunder, except, in either case, as provided in Section (ii) above; or (5) the loss or failure of Seller's gas supply or depletion of reserves, except, in either case, as provided in Section (ii) above. The party claiming Force Majeure shall not be excused from its responsibility for imbalance Charges.

(iv) Notwithstanding anything to the contrary herein, the parties agree that the settlement of strikes, lockouts or other industrial disturbances shall be within the sole discretion of the party experiencing such disturbance.

(v) The party whose performance is prevented by Force Majeure must provide Notice to the other party. Initial Notice may be given orally; however, written Notice with reasonably full particulars of the event or occurrence is required as soon as reasonably possible. Upon providing written Notice of Force Majeure to the other party, the affected party will be relieved of its obligation, from the onset of the Force Majeure event, to make or accept delivery of Gas, as applicable, to the extent and for the duration of Force Majeure, and neither party shall be deemed to have failed in such obligations to the other during such occurrence or event.

(vi) Notwithstanding Sections (ii) and (iii) above, the parties may agree to alternative Force Majeure provisions in a Transaction Confirmation executed in writing by both parties.

11. Responsibility for Gas. Unless otherwise specifically agreed to in writing, GLENWOOD shall have no responsibility with respect to any gas transported under this Agreement until it is tendered to GLENWOOD at the Millville Station.

12. Requirements Contract. It is the intention of the parties that this Agreement shall govern and include all of SQUARE D's requirements for gas transportation service and that GLENWOOD shall be the sole and exclusive transporter of any and all gas delivered to SQUARE D during the term hereof. However, nothing contained in this Agreement shall be construed as requiring SQUARE D to use or tender for transportation by GLENWOOD any minimum quantity or volume of gas during any period governed by this Agreement; it being understood that SQUARE D may also be fueled by fuel oil which SQUARE D might elect, in its sole discretion, to burn instead.

13. Regulatory Approvals. This Agreement is subject to all valid laws, orders, rules, and regulations of duly-constituted authorities having jurisdiction; and the parties agree to proceed and cooperate with due diligence in obtaining all necessary approvals and authorizations.

14. Governing Law. The interpretation and performance of this Agreement shall be in accordance with the laws of the State of Ohio without recourse to the law regarding conflict of laws.

15. Assignment. This Agreement shall not be subject to assignment, without the written consent of the other party, which consent shall not be unreasonably withheld.

16. Notices. Any notice required or permitted to be given hereunder shall be effective only if delivered personally to an officer or authorized representative of the party being notified or if mailed by registered or certified mail addressed as follows:

If to GLENWOOD: President and CEO
Glenwood Energy of Oxford
5181 College Comer Pike
Oxford, Ohio 45056

If to SQUARE D: Joel Miller
1601 Mercer Road
Lexington Ky
40511

Either party may change its notice address by notifying the other party in the manner above stated.

17. Entire Agreement. This Agreement contains the entire agreement among the parties hereto respecting the subject of this Agreement. There are no other terms, conditions, promises, or understandings, express or implied, concerning the activities and arrangements contemplated by this Agreement, which may not be altered, modified, assigned, or terminated

without the approval of the PUCO, except as provided herein.

18. No Dedication. Neither this Agreement nor any deliveries of natural gas pursuant hereto shall be construed to constitute a dedication or to evidence in any way dedication by SQUARE D of any natural gas, wells, or acreage to GLENWOOD.

19. Term of Agreement. This Agreement shall become effective with bills rendered on or after July 1, 2015, and shall continue in effect for a primary term ending June 30, 2018. After the primary term, the Agreement shall remain in effect from year to year thereafter unless and until either party provides written notice requesting termination within six (6) months of the end of the primary term or any annual term thereafter.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 9 day of September, 2015.

ATTESTED TO BY:

GLENWOOD ENERGY OF OXFORD

By: Christy Smith

Its: Office Manager

SQUARE D

By: [Signature]

Its: Facilities Manager

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

3/8/2016 9:37:11 AM

in

Case No(s). 16-0529-GA-AEC

Summary: Application Application for Approval of Two Reasonable Arrangements
electronically filed by Mr. Stephen M Howard on behalf of Glenwood Energy of Oxford, Inc.