

**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

In the Matter of the Application of North)
Coast Gas Transmission LLC for Approval of) Case No. 22-0978-PL-AEC
a Natural Gas Transportation Service)
Agreement)

**APPLICATION FOR APPROVAL OF A NATURAL GAS
TRANSPORTATION SERVICE AGREEMENT**

Pursuant to R.C. 4905.31, Revised Code, North Coast Gas Transmission LLC (“North Coast”) respectfully requests approval of a natural gas transportation service agreement with KNG Energy, Inc. (“KNG Energy”). In support of this Application, North Coast states as follows:

1. The Commission previously authorized North Coast to operate as an intrastate pipeline company in Case No. 04-265-PL-ATA. As an intrastate pipeline company subject to the Commission’s jurisdiction, North Coast owns/leases and operates a series of pipelines in the northern portion of Ohio, including the Toledo-Marion 6-inch Pipeline, the Buckeye 425 Pipeline, the Buckeye 10-inch Pipeline, the Ashland 8-inch Pipeline, and the Parma Expansion 10-inch Pipeline.

2. Section 4905.31, Revised Code authorizes the Commission to approve schedules or reasonable arrangements between one public utility and another public utility or with one or more of its customers. The statute provides that every such schedule or reasonable arrangement shall be under the supervision and regulation of the Commission, and is subject to change, alteration, or modification by the Commission.

3. North Coast and KNG Energy recently executed a Natural Gas Transportation Service Agreement to provide transportation service from a new primary receipt point, effective

December 1, 2022. This new agreement will replace the existing transportation agreement existing between North Coast and KNG Energy, approved in Case No. 15-1997-PL-AEC, which will be terminated concurrent with the effective date of the new agreement.

4. Under the new agreement, the parties agree North Coast will provide firm transportation services for the term of December 1, 2022, through March 31, 2030. In addition, they agree on (i) a maximum daily quantity; (ii) monthly demand and commodity charges; and (iii) other terms regarding North Coast's provision of natural gas transportation services. Importantly, this new agreement provides a new primary receipt point at North Coast's new interconnect with the ROVER Pipeline Company. This new interconnect will allow KNG Energy to receive gas from the ROVER system, which will be a new and lower cost commodity supply source. The Natural Gas Transportation Service Agreement is attached as Attachment A.

5. The attached agreement contains information that is proprietary and should not be disclosed to the public. Although rates, volumes and other confidential information in the attached agreement have been redacted, they have been submitted under seal to the Commission and its Staff for review in accordance with Ohio Adm.Code 4901-1-24(D). A motion for a protective order was filed simultaneously with this Application.

6. In December 2020, the Commission stated that North Coast should file all applications for approval of proposed agreements or amendments well in advance of their effective date. To that end, the Commission concluded that such filings should be filed at least 45 days prior to the effective date. *In the Matter of the Application of North Coast Gas Transmission LLC for Approval of Natural Gas Transportation Service Agreement Amendments*, Case No. 20-1649-PL-AEC, Finding and Order at ¶ 18 (December 2, 2020).

7. The attached agreement was fully executed on October 17, 2022, well prior to its effective date and has been filed with the Commission as quickly as possible. North Coast submits that it has presented this agreement to the Commission well in advance of the effective date, and therefore requests that the Commission conclude that North Coast has substantially complied with the Commission's advance-filing directive.

8. North Coast further submits that the agreement attached hereto as Attachment A is a reasonable arrangement, is in the public interest, and should be approved pursuant to R.C. 4905.31.

WHEREFORE, pursuant to R.C. 4905.31, North Coast respectfully requests that the Commission approve the agreement attached as Attachment A to this application.

Respectfully submitted,

/s/ Michael J. Settineri

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Gretchen L. Petrucci (0046608)

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(Willing to accept service via email)

Attorneys for North Coast Gas Transmission LLC

ATTACHMENT A

NATURAL GAS TRANSPORTATION SERVICE AGREEMENT

THIS NATURAL GAS TRANSPORTATION SERVICE AGREEMENT (this “**Agreement**”) is effective as of the “**Effective Date**” (as later defined herein) by and between North Coast Gas Transmission LLC, an Ohio limited liability company (together with its successors and assigns, “**Company**”), and KNG Energy, Inc an Ohio corporation (together with its successors and assigns, “**Customer**”). Company and Customer are hereinafter sometimes referred to collectively as the “**Parties**” and each individually as a “**Party**”. For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby recite and agree as follows:

RECITALS

WHEREAS, Company, an Ohio public utility operating under the authority of the Public Utilities Commission of Ohio (the “**PUCO**”), owns and operates natural gas pipelines and related facilities located in Ohio (collectively, the “**Company Facilities**”); and

WHEREAS, Customer desires to utilize the Company Facilities for transportation of natural gas within the State of Ohio; and

WHEREAS, Company has agreed to provide transportation service to Customer subject to the terms and conditions hereof;

WITNESSETH: In consideration of the mutual covenants contained herein, the Parties hereto agree that Company will accept and transport for Customer in accordance with Exhibit A and other terms and conditions herein, and Customer will tender or cause to be tendered to Company natural gas for such transportation during the Term (as defined herein), at the prices and terms and conditions hereinafter provided:

DEFINITIONS

Except where the context otherwise indicates another or a different meaning or intent, the following terms are intended and used herein and shall be construed to have the meaning as follows:

- A. “**BTU**” shall mean the British thermal unit as defined by international standards.
- B. “**Business Day**” shall mean any weekday, excluding federal banking holidays.
- C. “**Central Clock Time**” (C.T.) shall mean Central Standard Time adjusted for Daylight Savings Time.

- D. **“Dekatherm”** or **“Dth”** means the billing unit used by Company measured by its thermal value. A dekatherm is 1,000,000 Btus. Dekatherm shall be the standard unit for the purposes of Nominations, scheduling, invoices and balancing.
- E. **“Delivery Point(s)”** shall mean the specific measurement location(s) listed on Exhibit A at which Company delivers Customer-owned gas to Customer and Customer receives such gas from Company.
- F. **“Delivery Quantity”** shall mean the Quantity of Gas actually taken at the Delivery Point(s) by or on behalf of Customer.
- G. **“Firm”** shall mean that each Dth Customer tenders at the Receipt Point(s) within Customer’s MDQ will be delivered to Customer’s Delivery Point(s) minus Company’s Shrinkage without interruption except under Force Majeure conditions or an energy emergency declared by the PUCO.
- H. **“Gas Day”** or **“Day”** shall mean a period of 24 consecutive hours, beginning at 9:00 a.m. Central Clock Time, as adjusted for Daylight Savings Time, and the date of the Day shall be that of its beginning.
- I. **“Imbalance”** shall mean the daily difference between the Nomination tendered for Customer’s account at the Receipt Point(s) minus Company’s Shrinkage and the Delivery Quantity allocated to Customer at the Delivery Point(s).
- J. **“Interruptible”** shall mean that the volume of gas tendered at the Receipt Point(s) will be delivered to Customer’s Delivery Point(s) less Shrinkage if Company, using reasonable judgment, determines that capacity exists after all Firm transportation commitments to all customers are satisfied. Interruptible shall include Overrun.
- K. **“Maximum Daily Quantity”** or **“MDQ”** shall mean the maximum Quantity of Gas which Customer shall be entitled to nominate on a daily basis and which Company shall have the obligation to deliver during any 24-hour period.
- L. **“Month”** shall mean a calendar month beginning at 9:00 a.m. Central Clock Time on the first day of the calendar month and ending at 9:00 a.m. Central Clock Time on the first day the following month.
- M. **“Nomination”** shall mean the confirmed Quantity of Gas scheduled for delivery which Customer shall arrange to have delivered to the Receipt Point(s) for redelivery to the Delivery Point(s). The Nomination shall include sufficient gas to account for Shrinkage.
- N. **“Operational Flow Order”** or **“OFO”** shall mean a declaration made by Company that Company can only transport an amount of gas during a calendar day equal to the amount of gas which Customer will actually deliver at the Receipt Point(s) on that calendar day, or any of the following events occurs: 1) any upstream interstate pipeline supplying Company declares a Force Majeure event or an operational flow order; 2) the PUCO or the Governor

declare an energy emergency; or 3) weather or operating conditions create a situation in which Company reasonably believes that it cannot accommodate deliveries to customers at contracted for volumes.

- O. **“Overrun”** shall mean that each Dth a Customer taking Firm transportation service nominates and Company confirms at the Receipt Point(s) in excess of Customer’s MDQ will be delivered to Customer’s Delivery Point(s) less Company’s Shrinkage, if Company, using reasonable judgment, determines that capacity exists after the Firm transport needs of all customers are accounted for to permit redelivery of tendered gas.
- P. **“Quantity of Gas”** shall mean the number of units of gas expressed in Dth or MMBtu unless otherwise specified.
- Q. **“Receipt Point(s)”** shall mean those measurement locations where Customer-owned gas enters the Company Facilities.
- R. **“Shrinkage”** is the Quantity of Gas required by Company to replace the estimated Quantity of Gas required for compressor fuel and lost-or-unaccounted for gas. The percentage for Shrinkage is set forth in Exhibit A to this Agreement.
- S. **“Written Notice”** shall mean a legible communication received by the intended recipient of the communication by United States mail, overnight courier or hand delivery. Written Notice may also be provided by e-mail, but shall not be effective until such time as the e-mail is acknowledged by the intended recipient or a copy of the same is received by the intended recipient by mail, overnight courier or hand delivery.

I. DELIVERY AND TRANSPORTATION

1.1 Customer shall arrange with suppliers of Customer’s selection to have gas in a quantity not to exceed (except as otherwise provided by Section 2.2 below) Customer’s MDQ, plus Shrinkage, tendered to the Receipt Point(s) as specified in Exhibit A for delivery into the Company Facilities on Customer’s behalf. Company shall redeliver those quantities less Shrinkage to Customer or on Customer’s behalf to the Delivery Point(s) specified in Exhibit A of this Agreement. All transportation by Company for Customer shall be governed by Company’s then current tariff on file with the PUCO (the **“Tariff”**), except as expressly modified in this Agreement.

1.2 Customer shall provide Written Notice to Company, at least three (3) business days prior to the start of each calendar Month, of the Quantity of Gas it intends to transport for each day of the upcoming Month. Customer may change its daily Nomination by submitting its Nomination to Company no later than 11:30 am Central Clock Time for gas flow the following day (Nomination Deadline). This Nomination should correspond to the scheduled deliveries Customer makes on the upstream and downstream pipeline(s) delivering the gas to and receiving the gas from Company. Should Customer desire to modify its Nomination either for the current Day or the next Day after the Nomination Deadline, Company will make every attempt to accommodate Customer’s request provided that Company can confirm such quantities with the upstream pipeline delivering the gas and any downstream pipeline receiving the gas. Additionally, notwithstanding

anything to the contrary contained herein, (a) Customer shall ensure that gas tendered to Company by Customer at the Receipt Point(s) on a Gas Day matches the Quantity of Gas taken by Customer at the Delivery Point(s) on such Gas Day less Shrinkage and (b) Company shall have no obligation to deliver to the Delivery Point(s) during a Gas Day more gas than tendered by Customer at the Receipt Point(s) during the same Gas Day.

1.3 Except as otherwise specified herein, Customer shall be permitted to have delivered to and removed from the Company Facilities its Nomination, adjusted for Shrinkage, up to the MDQ specified in Exhibit A of this Agreement. Customer shall attempt to take its deliveries of gas at the Delivery Point(s) at uniform hourly flows. Company shall use reasonable efforts to deliver gas to Customer at an hourly rate of 1/24th of Customer's MDQ or its Nomination for a Gas Day, whichever is less, if requested by Customer. Notwithstanding anything to the contrary contained herein, Company shall have no obligation to deliver more than 1/24th of Customer's MDQ or its Nomination for a Gas Day, whichever is less, during any hour in a Gas Day.

1.4 If any pipeline interconnected with the Company Facilities issues an OFO, then Company may issue its own matching OFO that will apply to Customer and all customers of similar service on a pro-rata basis. Company may also issue OFOs which restrict Customer from delivering more gas to the Company Facilities than Customer will receive at the Delivery Point(s) or from receiving more gas from the Company Facilities than Customer is causing to be delivered to the Company Facilities at the Receipt Point(s), less Shrinkage, when Company, in its sole discretion, determines such OFO is necessary to preserve the operational integrity of the Company Facilities or any portion thereof, or to meet its contractual obligations to all customers. Company will use its best efforts to limit the OFO to just the time necessary to comply with another interconnected pipeline's OFO. Company will only assess penalties to Customer for non-compliance with another pipeline's OFO if Company is actually assessed penalties by the pipeline which issued the OFO, and if Customer was the cause for the penalty being assessed.

1.5 In the event that Imbalances occur during the time an OFO is in effect, then Imbalances shall be cashed in or out, calculated on a daily basis, in accordance with the Tariff. Imbalances created by Customer during non-OFO periods shall not be assessed a penalty unless Company incurs penalties from the upstream transporter. Unless otherwise agreed to in writing, the Parties will remedy all Imbalances in the Month following the Month during which they were created.

1.6 Customer warrants that it has title to all gas delivered to the Company Facilities, free and clear of all claims, liens, and other encumbrances, and further covenants and agrees to indemnify and hold Company harmless from all claims, demands, obligations, suits, actions, debts, accounts, damages, costs, losses, liens, judgments, orders, attorney fees, expenses and liabilities of any kind or nature arising from or attributable to the adverse claims of any and all persons or parties relating to such gas tendered by Customer at the Receipt Point(s). Company shall at no time take title to the gas (which title shall remain with Customer).

II. QUANTITY AND PRICE

2.1 Customer shall pay Company in accordance with the terms and charges set forth in Exhibit A.

2.2 Customer may request Company to receive and deliver Quantities of Gas in excess of Customer's MDQ and Company will transport those Quantities of Gas if, in Company's sole discretion, such capacity exists. Transportation of excess Quantities of Gas by Company may cease at any time, unless otherwise agreed in writing. Customer agrees to pay rates contained in Exhibit A for all Overrun. Nothing herein is intended to grant Customer the right to refuse to comply with an OFO issued by Company.

2.3 Customer shall be liable for and pay to Company the taxes listed in Exhibit A. Customer understands and agrees that the amount and type of such taxes may vary based on Company's utility status as determined by the PUCO, or taxpayer status as determined by the Ohio Department of Taxation, and Customer agrees to (a) be liable for all such taxes in accordance with Exhibit A regardless of Company's utility status with the PUCO from time to time during the effectiveness of this Agreement, and (b) pay all such taxes, or reimburse Company for such taxes, within ten (10) calendar days of receipt of notice from Company with respect to any such taxes that are unpaid or unreimbursed.

III. POINTS OF RECEIPT AND DELIVERY

3.1 The Receipt Point for gas tendered by Customer to Company shall be the interconnection designated as a "Primary Receipt Point" or a "Secondary Receipt Point" in Exhibit A.

3.2 The Delivery Point for gas delivered by Company to Customer shall be an interconnection as defined in Exhibit A and the specific location(s) at which Customer will receive such gas from Company. Company shall have no obligation to provide gas compression services under this Agreement for the transport of gas through Company's Facilities.

IV. TERM

4.1 The "Effective Date" of this Agreement shall be December 1, 2022. The term of this Agreement (the "Agreement Term") shall be from the Effective Date to March 31, 2030. Upon expiration of the Agreement Term, this Agreement will continue on a month-to-month basis unless cancelled by either Party by providing thirty (30) days' Written Notice to the other Party.

V. MEASUREMENT AND QUALITY OF GAS

5.1 Measurement of the gas delivered to Customer shall be based upon an allocation conducted by Company and any disputes regarding measurement of allocated throughput shall be handled in accordance with the Tariff. In the event Company was not able to take actual meter readings at any meter or if Company has not received the necessary meter statements from the owner or operator of any applicable meter in time for preparation of the monthly statement, Company may use an estimated Quantity of Gas based on the Nominations. Any estimated

Quantity of Gas shall be corrected in the first statement after the actual meter readings become available. Any meter discrepancies shall be resolved pursuant to the Tariff.

5.2 The gas made available to Company by Customer for redelivery shall be of quality at least equal to the quality specifications of the upstream pipeline interconnect with the Receipt Point(s). The gas delivered by Company to Customer at the Delivery Point(s) shall be odorized with mercaptan, shall be of interstate pipeline quality and shall, at a minimum, be commercially free from oil, water, air, salt, dust, gum, gum-forming constituents, harmful or noxious vapors, or other solid or liquid matter which might interfere with its merchantability or cause injury to or interference with proper operation of the lines, regulators, meters and other equipment at the Delivery Points or downstream of the Delivery Points.

5.3 Company may require at any time during the Agreement Term, in Company's sole discretion, that any and all Delivery Points be equipped with real-time electronic gas measurement ("EGM") capability. If any existing or proposed Delivery Point(s) is not equipped with a Company-approved EGM device and Company requires EGM capability, then Company, in its sole discretion, may install, own, operate and maintain such EGM device; provided, however, Customer hereby agrees to reimburse Company for Company's costs for the purchase and installation costs of such EGM device(s) within thirty (30) days of receipt of an invoice from Company with respect to same.

VI. INVOICING AND PAYMENT

6.1 On or about the tenth (10th) day of each calendar Month, Company will render to Customer a statement setting forth the total of all Nominations by Customer during the immediately preceding Month and all charges due and owing under this Agreement including the charges set forth on Exhibit A. Invoicing shall be made on a thermal basis in Dth (excluding applicable excise taxes).

6.2 In the event of a meter failure or unavailability of meter statements, Imbalances will be resolved using the best information available and acceptable to both Parties.

6.3 Customer agrees to pay Company the amount payable according to such statement on or before the twenty-fifth (25th) day of the Month or within ten (10) days of receipt of the invoice, whichever is later. If Customer, in good faith, disputes the amount of any statement or parts thereof, then Customer shall pay the amounts Customer concedes to be correct and provide documentation identifying the basis for the disputed amounts.

6.4 Except to the extent of the amounts then subject to an unresolved good faith dispute, failure to tender payment within the above specified time limit shall result in a monthly interest charge of one and one half percent (1-1/2%) per Month on the unpaid balance. In addition, should any of Customer's payments under this Agreement be delinquent by more than thirty (30) days, Company shall provide Customer Written Notice, and Customer shall have three (3) business days to make payment to or arrangements with and acceptable to Company. If Customer fails to make payment or satisfactory arrangements after such Notice, Company shall have the right, in its sole discretion, to terminate this Agreement and to terminate gas transportation in addition to other

rights and remedies available to it under applicable law. This Section 6.4 expressly modifies and supersedes any provisions in the Tariff inconsistent with this Section 6.4.

6.5 Any notice, request, demand, statement or other correspondence shall be given by Written Notice to the Parties hereto, addressed as follows:

CUSTOMER: KNG Energy, Inc.
Sandy Roller, Executive Vice President
1700 Westfield Drive
Findlay, OH 45840

E-Mail: sroller@kngenergy.com
Phone: 419-424-1438
Fax: 419-424-3309

COMPANY: North Coast Gas Transmission, LLC
Lee Lochtefeld, President and CEO
445 Hutchinson Ave., Suite 810
Columbus, Ohio 43235

E-Mail: llochtefeld@somersetgas.com
Phone: (614) 505-7419
Fax: (614) 505-7212

VII. FORCE MAJEURE

7.1 Except with regards to Customer's obligations to make payments due hereunder, including, without limitation, in accordance with Article VI and Sections 1.5, 2.3 and 5.3 hereof, neither Party shall be liable to the other for failure to perform a Firm obligation to the extent that 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 below.

7.2 "Force Majeure" shall include but not be limited to the following: (a) physical events such as acts of God, landslides, lightning, earthquakes, fires, storm or storm warnings such as hurricanes which result in the evacuation of the affected areas, floods, washouts, explosions, breakage or accident or necessity of repairs to machinery or equipment or lines of pipe; (b) weather related events affecting an entire geographic region such as low temperatures which cause freezing or failure of wells or lines of pipe; (c) interruption of Firm transportation and/or storage by upstream interstate pipeline(s); (d) acts of others such as strikes, lockouts or other industrial disturbances, riots, sabotage, terrorism, insurrections or wars; (e) governmental actions such as necessity for compliance with any court order, law, statute or ordinance, or regulations promulgated by a governmental authority having jurisdiction; (f) the need by Company to take a line out of service for the purpose of an emergency or to add additional equipment, including,

without limitation, measurement and regulation facilities; and (g) the need by Company to take a line out of service for emergency or unplanned service or maintenance with respect to the Company Facilities. Additionally, Company agrees to provide Customer with at least 15 days advance notice of any planned outage or interruption in service caused by or related to any nonemergency service, maintenance or installation of equipment and/or measurement and regulation facilities by Company. Customer agrees and understands that gas transportation service under this Agreement will be stopped or interrupted during such planned outage or interruption in service. To the extent reasonably possible, Company agrees to work with Customer to schedule nonemergency outages or interruptions in service. The Parties shall make reasonable efforts to avoid the adverse impacts of a Force Majeure and to resolve the event of occurrence once it has occurred in order to resume performance.

7.3 Neither Party shall be entitled to the benefit of the provision of Force Majeure to the extent that 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 Force Majeure failed to remedy the condition and resume the performance of such covenants or obligations with reasonable dispatch; or (3) economic hardship.

7.4 Notwithstanding anything to the contrary herein, the Parties agree that the settlement of strikes, lockouts or other industrial disturbances shall be entirely within the sole discretion of the Party experiencing such disturbances.

7.5 The Party whose performance is prevented by the Force Majeure must provide notice to the other Party. Initial notice may be given orally but 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 to make or accept delivery of gas as applicable to the extent and for the duration of the Force Majeure and neither Party shall be deemed to have failed in such obligation to the other during such occurrences or event.

VIII. ADDITIONAL TERMS

8.1 Upon request by Company, Customer will join with Company in support of the application to the PUCO for approval of this Agreement pursuant to Section 4905.31, Revised Code. Such application shall be filed with the PUCO no less than forty-five (45) calendar days prior to the Effective Date.

8.2 In the event of an energy emergency declared by the Governor or any other lawful or official body, it is understood that Company shall follow the dictates of any energy emergency rule or order. Company shall not be liable for any loss or damage suffered by Customer as a result thereof.

8.3 This Agreement shall be construed under the laws of the State of Ohio. No presumption shall operate in favor of or against either Party as the result of any responsibility either may have had for drafting this Agreement.

8.4 This Agreement, together with all schedules and exhibits hereto, constitutes the entire Agreement of the Parties pertaining to the subject matter hereof and supersedes all prior Agreements, understandings, negotiations and discussions, whether oral or written, of the Parties. No supplement, modification or waiver of this Agreement shall be binding unless executed in writing by the Party to be bound thereby. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (regardless of whether similar), nor shall any such waiver constitute a continuing waiver unless otherwise expressly provided.

8.5 This Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns. Any entity that shall succeed by purchase, merger, consolidation or other transfer to the properties of either Company or Customer, both substantially or as an entirety, shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Agreement. Upon providing thirty (30) days advance Written Notice, either Party may, without relieving itself of its obligations under this Agreement, assign any of its lawful rights hereunder to an entity with which it is affiliated, provided the assignee is capable of assuming the obligations and has sufficient creditworthiness to perform the obligations. No other assignment of this Agreement or of any of the rights or obligations hereunder shall be made, without the prior written consent of the other Party to this Agreement, which consent shall not be unreasonably withheld, delayed, conditioned or denied (with such consent, or denial of consent, to be provided by a Party to the other Party in writing within sixty (60) days of receipt of Written Notice of the proposed assignment from the other Party). It is agreed, however, that the restrictions on assignment contained in this paragraph shall not in any way prevent either Party to this Agreement from pledging or mortgaging, or otherwise granting security interests with respect to, its rights hereunder as security for its indebtedness. Except as expressly provided herein, nothing in this Agreement is intended to confer upon any person other than the Parties and their respective permitted successors and assigns, any rights, benefits, or obligations hereunder.

8.6 The Parties agree that any dispute arising hereunder or related to this Agreement shall be resolved by the PUCO unless primary jurisdiction is vested in the Franklin County Common Pleas Court.

8.7 Recovery by either Party of damages, if any, for breach of any provision hereof shall be limited to direct, actual damages. Both Parties waive the right, if any, to recover consequential, indirect, exemplary, or punitive damages.

8.8 Each Party hereby agrees that it will not disclose the charges, rates, MDQ and percent of Shrinkage under this Agreement to any person other than (a) to the extent required by statute, rule, order, regulation or judicial or administrative process; (b) to its legal counsel; and (c) to its Affiliates to the extent they have a reasonable need to know in connection with such Party's operations. As used herein, "**Affiliate**" means any person or entity which Controls, is Controlled by, or is under common Control with a person or entity and "**Control**" means the direct or indirect ownership of fifty percent (50%) or more of the outstanding equity interests in a person or entity and/or the power to direct the management or policies of a person or entity, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise.

8.9 If the PUCO issues an order or if there is a change in any state or federal law, regulation or rule or interpretation thereof, which materially affects this Agreement or the activities of either Party under this Agreement, and either Party reasonably believes in good faith that the change will have a substantial adverse effect on that Party's rights or obligations under this Agreement, then that Party may, upon Written Notice, require the other Party to enter into good faith negotiations to renegotiate the terms of this Agreement. If the Parties are unable to reach an agreement concerning the modification of this Agreement within thirty (30) days after the date of the notice seeking renegotiation, then either Party may terminate this Agreement by Written Notice to the other Party.

[The remainder of this page was intentionally left blank.]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

KNG Energy, Inc.

By: Sandra L. Roller

Name (print): Sandra L. Roller

Title: Executive Vice President

NORTH COAST GAS TRANSMISSION LLC

By: Jerry Westfield

Name (print): Jerry Westfield

Title: Vice - President

Exhibit A

NORTH COAST GAS TRANSMISSION

Primary Receipt Point(s):

Interconnection between Company and ROVER Pipeline Company located in Seneca County, OH commonly known as the Rover – North Coast Interconnect.

Secondary Receipt Point(s):

Interconnection between Company and Crossroads Pipeline Company located in Wood County, OH commonly known as the Cygnet Interconnect.

Primary Delivery Point(s):

Locations identified on Exhibit B.

Shrinkage:

█ of Quantities of Gas received at the Receipt Point(s).

Maximum Daily Quantity (MDQ):

█ Dth (April and October)
█ Dth (May – September)
█ Dth (November – March)

Monthly Demand and Commodity Charges:

Monthly Demand Charge: █ / Dth multiplied by the MDQ multiplied by the number of calendar days in the Month

Monthly Commodity Charge: The sum of the following calculations: for each calendar day of the Month, █ / Dth multiplied by the Nomination for that day up to the MDQ

Monthly Overrun Charge:

Overrun Quantities of Gas taken/delivered on a daily basis are Interruptible and will be charged on a monthly commodity basis at rate of █ / Dth. The Monthly Overrun Charge will be the total of the sum of the Overrun Quantities of Gas for the month multiplied by █ / Dth. Applicable taxes pursuant to this Exhibit A shall apply to all Overrun quantities and charges.

Character of Service:

Firm X Interruptible

Taxes:

1. Gross receipts tax provided by R.C. 5727.30, 5727.38 or 5727.24 as applicable, or any future excise tax replacement, therefore, or addition thereto,
2. Excise tax provided by R.C. 5727.811, or any future excise tax replacement therefore, or addition thereto, if applicable.

Other Terms:

1. All gas tendered by Customer at any Secondary Receipt Point(s) or delivered to Customer at Secondary Delivery Point(s) shall be delivered on an Interruptible basis.
2. Notwithstanding any provision in this Agreement to the contrary, Customer shall be responsible for payment obligations accruing and for invoices issued for services provided by Company under the Prior Agreements.

Exhibit B
NORTH COAST GAS TRANSMISSION
KNG Delivery Points

Location Number	Station Name	End-User Name	Address
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in

Case No(s). 22-0978-PL-AEC

Summary: Application - PUBLIC Version of Application for Approval of a Natural Gas Transportation Service Agreement electronically filed by Mr. Michael J. Settineri on behalf of North Coast Gas Transmission LLC