BEFORE THE
THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Application of Duke Energy Ohio, Inc., for Approval of a General Exemption of Certain Natural Gas Commodity Sales Services or Ancillary Services	)	Case No. 21-903-GA-EXM
In the Matter of the Application of Duke Energy Ohio, Inc., for Tariff Approval	)	Case No. 21-904-GA-ATA
In the Matter of the Application of Duke Energy Ohio, Inc., for Approval to Change Accounting Methods	)	Case No. 21-905-GA-AAM

STIPULATION AND RECOMMENDATION

I. INTRODUCTION

Under Ohio Adm. Code 4901-1-30, any two or more parties to a proceeding may enter into a written stipulation (settlement) covering the issues presented in such a proceeding. The purpose of this document is to set forth an understanding and agreement regarding certain matters pending before the Public Utilities Commission of Ohio ("Commission"), which understanding and agreement enable benefits to the natural gas customers of Duke Energy Ohio, Inc., ("Duke Energy Ohio" or the "Company").

The parties to this Stipulation and Recommendation ("Stipulation") include Duke Energy Ohio, Interstate Gas Supply, LLC ("IGS Energy"), the Retail Energy Supply Association ("RESA"), Spire Marketing, Inc. ("Spire"), and the Staff of the Public Utilities Commission of Ohio ("Staff") (each a "Signatory Party" and collectively, the "Signatory Parties").[1]

[1] For the purpose of entering into this Stipulation, Staff will be considered a party by virtue of Ohio Adm. Code 4901-1-10(C).

The Stipulation, which shall be designated as Joint Exhibit 1.0, is supported by adequate data and information, represents a just and reasonable resolution of all issues raised in these proceedings, except the Price to Compare ("PTC") issue; is in the public interest; violates no regulatory principle or precedent; and is the product of lengthy, cooperative, voluntary, and serious bargaining among knowledgeable and capable parties that represent various interests and are represented by experienced counsel and technical experts. Although this Stipulation is not binding on the Commission, the Stipulation is entitled to careful consideration by the Commission. For purposes of resolving the issues raised in the above-captioned proceedings, the Signatory Parties stipulate, agree, and recommend as set forth below.

As a result of lengthy, serious, and arm's-length discussions involving a wide range of experienced and knowledgeable stakeholders with a diverse array of interests, the Signatory Parties recommend approval of this Stipulation.

II. BACKGROUND

The purpose of this document is to set forth the understanding and agreement of the Signatory Parties and to recommend that the Commission approve and adopt this Stipulation without modification, as part of its Opinion and Order, resolving all of the identified issues in the above-captioned proceedings.

This Stipulation was openly negotiated among all parties before being reached by the Signatory Parties. The Stipulation benefits consumers, supports Commission policy objectives, and is supported by adequate data and information. This Stipulation represents a reasonable compromise involving a balancing of competing positions; accordingly, it does not necessarily reflect the position that one or more of the Signatory Parties would have taken if these issues had been fully litigated without the Stipulation. The Stipulation recognizes that each Signatory Party may disagree with individual provisions of the Stipulation, but the Signatory Parties recognize that the Stipulation has considerable value as a whole.

As an accommodation of the interests represented by the Signatory Parties, the Stipulation is entitled to careful consideration by the Commission. For purposes of resolving the issues raised in the above-captioned proceedings, the Signatory Parties stipulate, agree, and recommend as set forth below.

III. RECITALS

WHEREAS, pursuant to past Commission decisions[2] Duke Energy Ohio has submitted applications annually between 2014 and 2020 for collection from customers of its costs of investigating and remediating the impacts of the former MGP operations for the previous calendar year in the MGP Cases; [3]

WHEREAS, on August 31, 2021, Duke Energy Ohio, Staff, and several other parties entered into a stipulation and recommendation which resolved all issues related to the MGP Cases and disputes about refunds to customers associated with the TCJA[4] ("MGP/TCJA Stipulation"). The MGP/TCJA Stipulation, among other things, required Duke Energy Ohio to file the Application in the above-captioned proceedings to (i) procure gas via a Standard Service Offer auction ("SSO Auction"), and (ii) apply to include PTC language on customer bills;

WHEREAS, IGS Energy and RESA opposed the MGP/TCJA Stipulation on various grounds;

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[2] See, e.g., *In the Matter of the Application of Duke Energy Ohio, Inc., for an Increase in its Natural Gas Distribution Rates*, Case No. 12-1685-GA-AIR, et al., Opinion and Order, at pp. 70-74 (November 13, 2013);

[3] The "MGP Cases" shall mean *In the Matter of the Application of Duke Energy Ohio, Inc. for an Adjustment to Rider MGP Rates*, Consolidated Case Nos. 14-0375-GA-RDR, et al., Case Nos. 15-0452-GA-RDR, et al., Case Nos. 16-0542-GA-RDR, et al., Case Nos. 17-596-GA-RDR, et al., Case Nos. 18-283-GA-RDR, et al., Case No. 19-0174-GA-RDR et al., and Case No. 20-0053-GA-RDR.

[4] *In the Matter of the Application of Duke Energy Ohio, Inc., for Implementation of the Tax Cuts and Jobs Act of 2017*, Case No. 18-1830-GA-UNC,, *et al.*;

WHEREAS, on April 20, 2022, the Commission approved the MGP/TCJA Stipulation. Subsequently, IGS Energy and RESA timely filed applications for rehearing of that Commission determination (collectively, the "Applications for Rehearing"). Those Applications for Rehearing remain pending;

WHEREAS, on April 27, 2022, Duke Energy Ohio filed its Application in the above-styled proceedings;

WHEREAS, the above-styled proceedings have been subject to discovery, with all parties afforded due process, and involve disputed issues that create significant risks and uncertainty of ongoing litigation and expense, including appeals, absent a comprehensive resolution, and the nearly full settlement of these issues will mitigate risks of ongoing litigation and expenses for those parties;

WHEREAS, after the Application was filed, the Signatory Parties engaged in numerous settlement communications. All parties were invited to, and participated in good faith in, a series of settlement discussions. Those extensive settlement discussions culminated in the development of this Stipulation with the Signatory Parties;

WHEREAS, other than the PTC, all of the related issues and concerns raised by the Signatory Parties have been addressed in the substantive provisions of this Stipulation, and reflect, as a result of such discussions and compromises by the Signatory Parties, an overall reasonable resolution of all such issues;

WHEREAS, this Stipulation is the product of the discussions and negotiations of the Signatory Parties and is not intended to reflect the views or proposals that any individual Signatory Party may have advanced acting unilaterally;

WHEREAS, this Stipulation represents a serious compromise of complex issues and involves substantial benefits that would not otherwise have been achievable; and

WHEREAS, the Signatory Parties believe that the agreements herein represent a fair and reasonable resolution of almost all the issues raised in this matter.

NOW, THEREFORE, the Signatory Parties stipulate, agree, and recommend that the Commission make the following findings and issue its Opinion and Order in these proceedings approving this Stipulation in accordance with the following:

IV. TERMS AND CONDITIONS

Set forth below are the specific terms and conditions agreed to by the Signatory Parties that resolve each of the above-captioned proceedings other than the PTC. If not changed by the terms and conditions expressly set out below or in the amended tariffs and proposed bill format, the Signatory Parties expressly agree and recommend that the Commission resolve the above-captioned proceedings as proposed in Duke Energy Ohio's Application other than the PTC. That includes, without limitation, the creation of all programs, riders, accounting authority, tariffs, and bill format proposed in the Application unless specifically modified herein. The Signatory Parties expressly agree and recommend that the Commission approve and adopt this Stipulation in its entirety without modification, including the incorporation of the following tariffs and bill format.

- Attachment A- Sheet No. 43- Rate SSOS (Standard Service Offer Service)
- Attachment B- Sheet No. 44- Rate FRAS (Full Requirements Aggregation Service)
- Attachment C- Sheet No. 50- Rider EFBS (Enhanced Firm Balancing Service)
- Attachment D- Sheet No. 72- Rider SSO (Standard Service Offer)
- Attachment E- Sheet No. 74- Rider SSOCR (Standard Service Offer Cost Reconciliation Rider)
- Attachment F- Sheet No. 78- Rider SBC (Storage Balancing Charge)

- Attachment G- Proposed Bill Format

A. Balancing and Storage Fees

Duke Energy Ohio currently assesses balancing fees for storage directly through the GCR. Further, CRNGS providers currently pay for storage and balancing through Rider FBS and Rider EFBS, with all revenue being credited to the GCR. Choice customers served by CRNGS providers currently pay the balancing fees to the extent that the CRNGS providers include what they pay as part of the Rider EFBS and Rider FBS in the rates charged to their customers.

The Signatory Parties have agreed that Duke Energy Ohio shall modify its current assessment method for balancing fees and instead bill these charges directly to customers without markup. This would ensure all customers pay the same rider fee regardless of their shopping or non-shopping status. In order to accomplish that goal, the Signatory Parties have agreed to the following:

1. Timing of Implementation and Notice to Customers

Balancing fees are currently included in the CRNGS contract prices paid by shopping customers. In order to allow time for the market to reflect the fact that these charges will be billed directly to customers, there needs to be a period in which the competitive market is informed of and educated about this transition so that market participants can account for it in their pricing. Accordingly, the Signatory Parties hereby agree the transition will be effective as of April 1, 2025.

The Company will notify customers via bill messages of implementation of this Stipulation upon Commission approval. The Company will notify all CRNGS providers of the change and require each CRNGS to submit a statement/affidavit to Duke Energy Ohio that it has modified its customer rates accordingly and has complied with the terms of this provision. The Company shall notify Staff if any CRNGS provider does not complete the statement/affidavit within six (6) months of the Commission decision approving this Stipulation. The Company agrees to discuss wording of such bill messages and notice to CRNGS providers with the Signatory Parties.

2. Customer Billing Changes

All storage and balancing charges will be included in the new nonbypasable Storage Balancing Charge Rider ("Rider SBC") which will be trued up quarterly. Revenue from Rate IMBS and any pipeline penalties related to storage that are passed on to suppliers will be credited to Rider SBC. Penalties from the interstate pipeline storage providers will be allocated and billed to the supplier(s) which caused the penalties, and the revenue will be credited to the SBC rider. *See* Attachment F- Sheet No. 78- Rider SBC (Storage Balancing Charge).

3. Supplier Tariff Changes

Duke Energy Ohio shall cancel and withdraw Rider FBS, which currently states, in part:

BALANCING SERVICE CHARGE

> The FBS charge, which will be applied to all monthly consumption of the supplier's aggregate FT and RFT services not included in a pool receiving service under Rider EFBS, is $0.663 per Mcf.[5]

Duke Energy Ohio shall revise Rate FRAS to clarify that any supplier not currently participating in Rider EFBS will be required to match deliveries to the Target Supply Quantity (TSQ). Any supplier whose MDQ exceeds 6,000 Dth on March 7th for the gas year starting the following April 1 will be required to take service under Rider EFBS. *See* Attachment B- Sheet No. 44- Rate FRAS (Full Requirements Aggregation Service)

Duke Energy Ohio will also revise the Rider EFBS tariff to remove the Rate section, which currently states:

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[5] Schedule of Rates, Classifications, Rules and Regulations for Gas Service of Duke Energy Ohio, P.U.C.O Gas No. 18, Sheet No. 75.15, Rider FBS Firm Balancing Service.

RATE

a) For all services rendered pursuant to this tariff, Supplier each month shall pay the Company the charges set forth below:

1. Demand Charge: $11.48, assessed each month on each Dth of the Supplier's MDDQ;
2. Commodity Charge: $0.060, per Mcf, applied to all monthly consumption of the supplier's aggregate FT-S, FT-L, RFT and RFT-LI services not included in a pool receiving service under Rider FBS.

b) Rates will be reviewed quarterly and adjusted based on current charges from the Company's storage service providers.[6]

Duke Energy Ohio shall further revise Rider EFBS to clarify that the only CRNGS providers taking EFBS service will be: (1) any CRNGS providers taking EFBS service as of the date the Commission approves this Stipulation; and (2) any CRNGS provider who has a Maximum Daily Quantity ("MDQ") equal to or greater than 6,000 Dth on March 7th for the gas year starting the following April 1st. A CRNGS provider must transition on or off EFBS service during the other months of the year, but only if its MDQ changes to a new level (i.e., above 6,000 or below 6,000) for three (3) consecutive months. *See* Attachment C- Sheet No. 50- Rider EFBS (Enhanced Firm Balancing Service).

B. SSO Gas Peaking Supply Service

The Application shall be amended such that in the Transportation Capacity Requirements section of the Sheet No. 43 Rate SSOS tariff the Company will add the requirement for the Standard Service Offer ("SSO") Suppliers to be required to participate in a newly created, Company-obtained Gas Peaking Supply Service. The Gas Peaking Supply Service will assist the SSO Suppliers in supplying deliveries to help supplement system demands during winter months of December, January and February. The Gas Peaking Supply Service shall operate similarly to

[6] *Id*., Sheet No. 50.14, Rider EFBS Enhanced Firm Balancing Service (Attachment C), p. 6.

the peaking service currently in place for the gas cost recovery ("GCR"). *See* Attachment A- Sheet No. 43- Rate SSOS (Standard Service Offer Service).

The reservation fee that the Company pays the contractor that provides the peaking supply service ("Peaking Supplier") to have the right to deliver this Gas Peaking Supply Service for the months of December, January and February will be divided equally among the tranches and will be deducted from what the Company pays the SSO Suppliers during those months for supply. Each SSO Supplier will be assigned an equal portion of peaking quantities based on the number of tranches it is responsible for. When an SSO Supplier calls on any volume of the peaking supply, the commodity costs the Company is charged by the Peaking Supplier will be netted with the amount owed to the SSO Supplier.

The SSO Suppliers will have the right to call on their portion of the peaking supply up to their maximum daily quantity on a daily basis and up to the three-month maximum quantity.[7] The SSO Supplier must make their daily notification known to the Company by a date and time to be established by the Company based on the terms of its peaking contract.

C. Price to Compare

The Signatory Parties were unable to reach agreement regarding the price to compare language included in the Application. This Stipulation does not resolve any disputes regarding the Price to Compare and that aspect of the Application remains before the Commission in accordance with the MGP/TCJA Stipulation. The Signatory Parties recommend that the Commission conduct an evidentiary hearing as to the adoption of the proposed PTC language in the Application. Each Signatory Party shall be entitled to provide, in its sole discretion, new testimony supporting,

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[7] A three-month maximum quantity is approximately equivalent to a 25-day call delivered to a Duke Energy Ohio north area city gate.

remaining neutral on, or opposing the PTC language at that evidentiary hearing. No Signatory Party shall be obligated to support or oppose the PTC proposal as a result of this Stipulation.

D. Program Evaluation

The Signatory Parties agree that Staff will monitor the impacts associated with Duke Energy Ohio's exit from the merchant function. Duke Energy Ohio will identify any information that should be designated confidential prior to providing the information to Staff and label such information as confidential.

E. Bill Format

The bill format has been modified from the Application to separate the gas cost charges from the distribution rates charged by Duke Energy Ohio. Gas cost charges are riders SSOR and SSOCR combined. The proposed bill format is attached as Attachment G.

F. Retroactive Nominations

Duke Energy Ohio agrees to revise the Rate SSOS tariff proposed in its Application to clarify that it will use reasonable efforts to accommodate retroactive nominations if such nominations do not adversely impact the Company's management of storage or balancing on its system. *See* Attachment A- Sheet No. 43- Rate SSOS (Standard Service Offer Service). In the DAILY BALANCING AND STORAGE MANAGEMENT Section of Rate SSOS, at paragraph (E)(2), Duke Energy Ohio agrees to make the following revision:

> ~~(2) The Company will have no obligation to accommodate retroactive nominations, or changes thereto, that are made after the NAESB deadline for the intraday 3 nomination cycle~~.
>
> (2) The Company will use reasonable efforts to accommodate retroactive nominations, or changes thereto, that are made after the NAESB deadline for the intraday 3 nomination cycle; however, the Company has no obligation to accommodate such nominations or changes thereto if they would adversely impact the Company's management of storage or balancing on its system.

Duke Energy Ohio agrees to revise corresponding language in Article VII (Daily Balancing and Storage Management) of the proposed SSO Supplier Agreement, as follows:

> No later than one hour prior to the NAESB deadline for the timely nomination cycle, the SSO Supplier shall submit a valid nomination through the Company's EBB of its total city gate quantities of gas scheduled for the following gas day, allocated by city gate as directed by the Company. The SSO Supplier will have the opportunity to make intraday changes in order to ensure the ATSQ volume is scheduled. ~~The Company will have no obligation to accommodate retroactive nominations, or changes thereto, that are made after the NAESB deadline for the intraday 3 nomination cycle~~. <u>The Company will use reasonable efforts to accommodate retroactive nominations, or changes thereto, that are made after the NAESB deadline for the intraday 3 nomination cycle; however, the Company has no obligation to accommodate such nominations or changes thereto if they would adversely impact the Company's management of storage or balancing on its system.</u>

G. Tariff Revision

As part of the Application the Company presented a proposed tariff which, among other things, required auction participants to deliver gas to a specific city gate upon normal operating conditions. The Signatory Parties have agreed that language will be modified in order to allow gas to be delivered by zone rather than specific city gate in normal operating circumstances. *See* Attachment A- Sheet No. 43- Rate SSOS (Standard Service Offer Service).

The Signatory Parties have also agreed to modifications to proposed Rider SSO (Standard Service Offer) and Rider SSOCR (Standard Service Offer Cost Reconciliation Rider) to address the changes required by this Stipulation. See Attachment D Sheet No. 72- Rider SSO (Standard Service Offer) and Attachment E- Sheet No. 74- Rider SSOCR (Standard Service Offer Cost Reconciliation Rider).

H. Withdrawal of Applications for Rehearing in the MGP/TCJA Cases

IGS Energy and RESA have submitted Applications for Rehearing in the MGP/TCJA Cases. IGS Energy and RESA shall withdraw those Applications for Rehearing and any appeals from such proceedings between 30 and 37 days of the Commission issuing a final appealable order approving this Stipulation (i.e., 7 days after the Commission's final ruling on rehearing) and without modification to the Stipulation. The Signatory Parties request that the Commission hold in abeyance any ruling on these pending MGP/TCJA Applications for Rehearing prior to the resolution of the above-captioned proceedings. The Signatory Parties further agree to file a joint motion to stay the MGP/TCJA Cases until a final appealable order is issued in these dockets.

I. Management, Performance Audits

An Audit to cover the period from the last GCR management and performance audit (August 2021) to the change to the SSOR mechanism (April 1, 2024) shall be performed. The audit shall be performed as outlined in Ohio Administrative Code 4901:1-14.

Staff will issue an RFP to conduct a Management and Performance (M/P) audit after three years from the start date of Duke Energy Ohio's SSOR. The M/P audit shall include all mechanisms impacted by the Stipulation and evaluate the costs and credits associated with the SBC, SCR, CCCR, SSOR, and SSOCR riders to ensure all costs and credits are flowing through the applicable rider. The M/P audit will determine whether the SSO rider rates, services, and tariff changes have negatively impacted customers during the initial three-year period. The M/P audit will examine capacity entitlements to ensure appropriate levels are maintained to meet Duke Energy Ohio's service requirements and obligations. The M/P audit will assess the terms and conditions of Duke Energy Ohio's SSO and transportation service offering to ensure the appropriate allocation of costs exists between SSO and transportation customers, and assess any adverse impact of transportation customers on sales customers is minimized. All costs incurred by the Company associated with the M/P audit will be recovered through the SSOCR and CCCR proportionately by usage. The result of the M/P audit are not binding on any Signatory Party or the Commission in any future proceedings and will not affect any of the processes or programs created in this proceeding absent further order from the Commission.

J. Modification to Stipulation

This Stipulation does not limit, in any way, any Signatory Party's right to initiate or participate in any future Commission proceeding to abrogate or modify any Commission Order resulting from this Stipulation under R.C. 4929.08. All Signatory Parties also reserve their rights to support or oppose any proposal in any such future proceeding.

V. PROCEDURAL ASPECTS

1. The Signatory Parties agree that the following exhibits should be admitted into the evidentiary record: (i) Joint Exhibit 1.0 –Stipulation and Recommendation (including Attachments A through G); (ii) Duke Energy Ohio Exhibit 1.0 – Duke Energy Ohio's Application in the above-captioned proceedings. The Signatory Parties shall have the right to submit testimony in support of this Stipulation in accordance with Commission rules and regarding the PTC issues as set forth in paragraph II.C. above.

2. This Stipulation is entered into as an overall compromise and resolution of the issues presented in the above-captioned proceedings and does not necessarily represent the position that any Signatory Party would have taken absent its execution. The Signatory Parties believe that this Stipulation represents a reasonable compromise of the varying interests that have been asserted in the above-captioned proceedings.

3. This Stipulation is expressly conditioned upon adoption in its entirety by the Commission without material modification by the Commission; provided, however, that each

Signatory Party has the right, in its sole discretion, to determine whether the Commission's approval of this Stipulation contains a material modification thereof.

4. If the Commission rejects or materially modifies all or any part of this Stipulation, any Signatory Party shall have the right to apply for rehearing. If the Commission does not adopt the Stipulation without material modification upon rehearing, or if the Commission makes a material modification to any Order adopting the Stipulation pursuant to any reversal, vacation and/or remand by the Supreme Court of Ohio, then within thirty (30) days of the Commission's Entry on Rehearing or Order on Remand any Signatory Party may withdraw from the Stipulation by filing a notice with the Commission ("Notice of Withdrawal"). No Signatory Party shall file a Notice of Withdrawal without first negotiating in good faith with the other Signatory Parties to achieve an outcome that substantially satisfies the intent of the Stipulation. If a new agreement achieves such an outcome, the Signatory Parties will file the new agreement for Commission review and approval. If the discussions to achieve an outcome that substantially satisfies the intent of the Stipulation are unsuccessful, and a Signatory Party files a Notice of Withdrawal, then the Commission will convene an evidentiary hearing to afford that Signatory Party the opportunity to contest the Stipulation by presenting evidence through witnesses, to cross examine witnesses, to present rebuttal testimony, and to brief all issues that the Commission shall decide based upon the record and briefs. If the discussions to achieve an outcome that substantially satisfies the intent of the Stipulation are successful, then some or all of the Signatory Parties shall submit the amended Stipulation to the Commission for approval after a hearing if necessary.

5. Unless a Signatory Party exercises its right to withdraw from the Stipulation as described above, each Signatory Party agrees to and will support the reasonableness of this

Stipulation before the Commission and in any appeal that it participates in from the Commission's adoption and/or enforcement of this Stipulation.

6. This Stipulation is submitted for purposes of these proceedings only. The term “these proceedings” includes the above-captioned proceedings as well as the subsequent proceedings to implement the SSO Auction. Except for purposes of enforcement of the terms of this Stipulation, neither this Stipulation, nor the information and data contained therein or attached, shall be cited as precedent in any future proceeding for or against any Signatory Party or the Commission itself. This Stipulation is a reasonable compromise involving a balancing of competing positions and it does not necessarily reflect the position that one or more of the Signatory Parties would have taken if these issues had been fully litigated.

7. The Signatory Parties stipulate, agree, and recommend that the Commission issue a final Opinion and Order in these proceedings, ordering the adoption of this Stipulation, including the terms and conditions agreed to in this Stipulation by all Signatory Parties. The Signatory Parties fully support this Stipulation in its entirety and urge the Commission to accept and approve the terms herein. The Signatory Parties agree that the Stipulation represents a comprehensive compromise of the issues raised by Signatory Parties with diverse interests. The Signatory Parties have signed the Stipulation and adopted it as a reasonable resolution of all issues except the PTC. The Signatory Parties believe that the Stipulation that they are recommending for Commission adoption presents a fair and reasonable result. The Signatory Parties agree that the settlement and resulting Stipulation are a product of serious bargaining among capable, knowledgeable parties. The Signatory Parties agree that this Stipulation, as a package, benefits ratepayers and is in the public interest. The Signatory Parties agree that the Stipulation does not violate any important regulatory principle or practice.

The undersigned Signatory Parties hereby stipulate and agree and each represents that he or she is authorized to enter into this Stipulation and Recommendation this 25th day of August, 2023.

/s/ Joseph Oliker Interstate Gas Supply, LLC	*/s/ Robert Eubanks* Staff of the Public Utilities Commission of Ohio
/s/ Devin Parram Spire Marketing Inc.	*/s/ Rocco O. D'Ascenzo* Duke Energy Ohio, Inc.
/s/ Michael J. Settineri The Retail Energy Supply Association	

CERTIFICATE OF SERVICE

I certify that the foregoing was filed electronically through the Docketing Information System of the Public Utilities Commission of Ohio on this 25th day of August, 2023. The PUCO's e-filing system will electronically serve notice of the filing of this document on counsel for all parties. A copy has also been emailed to:

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/s/ *N. Trevor Alexander*
One of the Attorneys for Duke Energy Ohio, Inc.

ATTACHMENT A

RATE SSOS

STANDARD SERVICE OFFER SERVICE

APPLICABILITY

This service applicable for Standard Service Offer (SSO) Suppliers delivering gas on a firm basis to the Company's city gate receipt points on behalf of customers receiving Firm Sales Service, Rate RS, Residential; Rate RSLI, Residential Service Low Income Pilot; Rate GS-S, General Service – Small; Rate GS-L, General Service – Large from the Company. The service provides direction for SSO Suppliers to deliver natural gas to the Company to meet the demand requirements of the SSO Customers.

CHARACTER OF SERVICE

(A) This Tariff Sheet applies to the provision of natural gas supply service for Standard Service Offer (Rider SSO Sheet No. 72).

(B) SSO Suppliers under this Tariff Sheet shall supply the full requirements defined by the number of tranches awarded pursuant to the SSO Auction and agree to accept supply management responsibilities for all supplies to be provided pursuant to this Rate SSOS. The Company shall specify, and SSO Supplier shall deliver each day, the Adjusted Target Supply Quantity for each zone.

SSO SUPPLIER AGREEMENT AND AUCTION

(A) Prior to participating in the SSO Auction as a Supplier of Standard Sales Service, the SSO Supplier must:
- (1) Enter into an SSO Supplier Agreement (an example of the SSO Supplier Agreement is attached to this Tariff Sheet) with the Company; and
- (2) Comply with any applicable credit requirements; and
- (3) Designate the number of tranches on which the SSO Supplier would like to be able to bid; and
- (4) Participate in preparatory and informational meetings directed toward potential SSO Suppliers.

(B) The Company will announce the intent to hold an SSO Auction to determine the Retail Price Adjustment (RPA). The announcement will indicate:
- (1) The date and time of the Auction and date and time of the backup date for the Auction; and
- (2) The Auction period that the RPA will be effective; and
- (3) The location of the Auction; and
- (4) The Company's contacts for the Auction and, if applicable, Auction Manager facilitating the Auction; and
- (5) Type of Auction being held; and
- (6) The number of tranches intended to be awarded; and
- (7) The requirements to participate in the Auction.

(C) The Auction will determine the RPA by awarding the winning bid to no fewer than three (3) SSO Suppliers.

(D) The Auction RPA will be stated in dollars per DTH.

(E) The Auction will state the RPA listed as either a positive price or a negative price.

(F) The Auction RPA will establish a single price for all SSO Suppliers.

(G) The results of the Auction shall be kept confidential by the Company and all participants until the PUCO issues a Finding and Order accepting the results of the Auction and authorizing the Company to file tariff changes incorporating the results of the Auction.

REPORTS

(A) Each month the Company shall submit a report that shall contain:
(1) The current SSO rate determined in accordance with the Standard Service Offer (Rider SSO Sheet No. 72); and
(2) The data and calculations used to determine the Standard Service Offer rate; and
(3) Such other information as the Commission requires.

SSO SUPPLIER BILLING

(A) On a monthly basis the company will generate an invoice in which:
(1) if the SSO Supplier owes the Company, the invoice will be paid within 10 calendar days of receipt; and
(2) if the Company owes the SSO Supplier, the invoice will be paid by the 20th calendar day of the following month via wire or ACH; and
(3) if the payment date falls on a weekend or holiday, payment will be made the next business day.

(B) The Company will pay the winning SSO Suppliers the Retail Price Adjustment plus the monthly NYMEX Price for the scheduled quantities received at the Company's city gates which should be equal to the Adjusted Target Supply Quantity (ATSQ) per dekatherm.

LATE PAYMENT CHARGE

Payment of the total amount due must be received by the Company, or its authorized agent, by the due date shown on the SSO Supplier's invoice. If the SSO Supplier does not pay the total amount due by the 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.

RETURNED CHECK CHARGE

The Returned Check Charge set forth in Sheet No. 45 herein shall be added to the SSO Supplier's account each time a check is returned by the financial institution for insufficient funds.

QUALITY OF GAS DELIVERED BY SSO SUPPLIER

The SSO Supplier warrants that all gas delivered by or on behalf of SSO Supplier for its daily requirement under this Tariff Sheet 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 the Company.

TITLE AND WARRANTY

SSO 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 defend, indemnify, and hold the Company harmless for all suits, actions, debts, accounts, damages, costs, losses, or expenses (including reasonable attorneys' fees) arising from or out of the adverse claims of any or all persons relating to or arising from said gas.

DEFINITIONS

For purposes of this chapter:

(A) "British Thermal Unit" or "BTU" means the quantity of heat required to raise one (1) pound of water (about a pint) one (1) degree Fahrenheit at or near its point of maximum density.

(B) "Business Day(s)" shall mean Monday through Friday, excluding Federal Banking Holidays for transactions in the United States and shall run from 8 a.m. to 5 p.m. Eastern Prevailing Time.

(C) "CCF" means a unit of gas equal to one hundred cubic feet

(D) "Commission" or "PUCO" means the Public Utilities Commission of Ohio.

(E) "Company" means Duke Energy Ohio.

(F) "Customer" means a residential, non-mercantile, or mercantile recipient of the Company's Sales Service or Transportation Service.

(G) "Default" means the failure of the Company or SSO Supplier to fulfill a duty or obligation set forth in Duke Energy Ohio's tariffs, the Ohio Revised Code, the Ohio Administrative Code, or any agreement or contract between and among the Company and SSO Supplier.

(H) "Dekatherm" or "DTH" means a unit of heating value equal to ten (10) Therms or Million BTU's (1 MMBTU).

(I) "MCF" means one thousand cubic feet.

(J) "Maximum Daily Quantities" (MDQ) means the forecast maximum daily quantity of natural gas deliveries to supply the SSO tranche(s) demand during a design day event.

(K) "Operational Flow Orders" (OFOs) are notices issued by the Company via its electronic bulletin board (EBB) requiring SSO Suppliers to adjust their daily deliveries into the Company's system to 1) match, or 2) match or be less than, or 3) match or be more than their Adjusted Target Supply Quantity for the tranche demand. SSO Supplier shall be required to deliver natural gas, or to cause natural gas to be delivered, into the Company's specified zone receipt points. If it is determined by the Company to be necessary, the specified receipt points and delivery amounts will be identified in the OFO notice posted on the EBB.

(L) "Standard Sales Service" means service under Residential Service (Rate RS – Sheet No. 30), Residential Service Low Income Pilot (Rate RSLI – Sheet No. 34), General Service – Small (Rate GS-S – Sheet No. 32) or General Service - Large (Rate GS-L – Sheet No. 35).

(M) "SSO Supplier" is a qualified business entity that: (1) has been awarded a tranche of Standard Sales Service demand, (2) agrees to accept responsibility for supplying gas for the tranche for the Standard Service Offer period, (3) meets the Requirements for SSO Supplier Participation set out in this Tariff Sheet, and (4) has executed a SSO Supplier Agreement with the Company.

(N) "Target Supply Quantities" (TSQ) are defined as daily city gate delivery quantities determined from statistical models used to estimate the daily gas usage in SSO Supplier's tranche based on the forecasted temperatures. These daily gas usage estimates are adjusted for Unaccounted-for Gas Loss and converted from volumetric to thermal quantities using the Monthly System BTU.

(O) "Forecasted Temperatures" are defined as the average expected weather temperatures prior to the start of the gas day, in Fahrenheit, for the Company's service territory for the gas day.

(P) "Actual Temperatures" is defined as the average actual weather temperatures, in Fahrenheit, for the Company's service territory for the gas day.

(Q) "Tranche" is one equal part of the proportionate share of Standard Sales Services customers expected usage.

(R) "Transportation Service" means service under Residential Firm Transportation Service (Rate RFT – Sheet No. 33), Residential Firm Transportation Service – Low Income (Rate RFTLI – Sheet No. 36), Firm Transportation Service - Large (Rate FT-L – Sheet No. 37), Firm Transportation Service – Small (Rate FT-S – Sheet No. 52) or Interruptible Transportation Service (Rate IT – Sheet No. 51).

(S) "Standard Service Offer period" means the period of twelve (12) months from April 1 to March 31.

(T) "NYMEX Price" means the contract final settlement price of the natural gas futures contract each month.

(U) "NYMEX" means the New York Mercantile Exchange.

(V) "Standard Service Offer rate" means the monthly updated gas cost adjustment determined by summing the Retail Price Adjustment and the NYMEX Price.

(W) "Monthly System BTU" means weighted average heat content of the Company's city gate receipt meters measured on a twelve (12) month ending basis.

(X) "Unaccounted-for Gas Loss" or "System Shrinkage" is the difference between the Company's total available gas commodity and the total gas commodity accounted for (metered) as sales and transported volumes. The difference is comprised of factors including but not limited to leakage, discrepancies due to meter inaccuracies, Company use and the use of cycle billing, an amount of gas used but not billed.

(Y) "Adjusted Target Supply Quantities", or "ATSQ", is defined as the Target Supply Quantities plus or minus any adjustments that the Company shall require the SSO Supplier to make to its daily deliveries to manage the Company's storage and balance the system.

(Z) "Gas Day" is a period of 24 consecutive hours beginning at 10 A.M. Eastern Prevailing Time which includes the recognition of Day Light Saving Time.

(AA) "Retail Price Adjustment" or "RPA" means the auction price adjustment (positive or negative) in dollars and fractions thereof that shall be applied to the NYMEX Price monthly throughout the Standard Service Offer period, expressed in dollars per DTH.

(BB) "Qualified Issuer" means a U.S. commercial bank with total assets of at least $10 billion having a general long-term senior unsecured debt rating of A- or higher (as rated by S&P Global Ratings Inc.) or A3 or higher (as rated by Moody's Investor Services, Inc.) or other financial institution reasonably acceptable to the Company.

(CC) "Scheduled Quantity" means the net quantity of natural gas confirmed by the Pipelines at the Company's city gate after the gas day has ended.

(DD) "Zone" means a geographic delivery area, defined by the Company, of one or more pipeline scheduling points that are used to supply the Company with natural gas.

REQUIREMENTS FOR SSO SUPPLIER PARTICIPATION

(A) Each SSO Supplier desiring to participate in the SSO auctions will be evaluated by the Company to ensure that it possesses the financial resources and adequate experience to perform its responsibilities as a SSO Supplier. Based on this evaluation, a SSO Supplier's participation may be limited to the number of tranches determined by the Company.

(B) To assist the Company in performing its evaluation, an SSO Supplier must do the following:
(1) Complete and sign the SSO Supplier Agreement Form; and
(2) Attend Company-sponsored SSO Supplier training; and
(3) Demonstrate a working understanding of the proper electronic communications capabilities necessary to transact business with the Company; and
(4) Be an approved replacement shipper on the Company's pipeline suppliers; and
(5) Complete and sign the Company's SSO Supplier Credit Application; and
(6) Provide financial information required by the Company sufficient to perform the Company's credit assessment of the SSO Supplier.
(7) Provide any financial security required as a pre-condition for participation in the SSO Auction. Such financial security will be returned to non-winning Bidders following conclusion of the SSO Auction.

(C) Financial evaluations will be based on standard credit practices such as reviewing third party credit ratings, performing financial statement analysis on financial information that has been independently audited, and reviewing trade references, bank information, SSO Supplier payment history, and other available information, as appropriate. The financial statement analysis will consider various income statement and balance sheet metrics such as percentage of debt to total capitalization, net worth, net income and earnings before interest, taxes, and depreciation ("EBITDA"), coverage ratios such as interest coverage and debt to EBITDA, and cash flow metrics such as operating cash flows and/or funds from operations. The Company shall not deny an SSO Supplier's participation in the SSO service without reasonable cause.

(D) The Company reserves the right to conduct re-evaluations of an SSO Supplier's financial standing from time to time. Such re-evaluation may be initiated by the Company if the Company reasonably believes that the creditworthiness or operating environment of an SSO Supplier may have changed. Based on such re-evaluation, the Company may require the SSO Supplier to increase the amount of its financial security. If the SSO Supplier does not increase its security within five (5) business days of the Company's request. The SSO Supplier's participation may be suspended or terminated in accordance with the Consequences of an SSO Supplier's Failure to Perform or Comply section of this Tariff.

(E) Pay a financial evaluation fee as set forth in Sheet No. 45 herein.

(F) SSO Suppliers will have their creditworthiness assessed against exposures that include 150% of the tranches that they express the intent to bid on to allow for sufficient credit to enable an SSO Supplier to accept an increase in its tranche volumes, in the event of an SSO Supplier default, up to a level equal to 150% of the initial forecasted annual delivery requirements for the SSO Period of the tranches won by the SSO Supplier. Based on the Company's evaluation of the SSO Supplier's creditworthiness additional credit security may be required to be posted with the Company if the SSO Supplier is a winning bidder in the Auction. Such security may include letter of credit, cash or parental guarantee from a creditworthy entity. Any excess financial security will be returned following execution of all agreements by winning bidders.

(G) The Company shall have the right to proceed against an SSO Suppliers' letter of credit, parental guarantee, or any other collateral posted by the SSO Supplier to enforce recovery from SSO Supplier of any amounts owed to the Company.

(H) In addition to those creditworthiness/security requirements addressed above, upon the awarding of tranches following the approval by the Commission of the SSO auction results, each SSO Supplier shall provide the Company by 1st of the month prior to the start of the SSO period a mutually agreeable irrevocable Letter of Credit in the amount of thirty-five cents per DTH ($0.35/DTH) multiplied by the initial estimated annual delivery requirements for the SSO Period of the tranches won by that SSO Supplier.
(1) This financial security shall be held and administered by the Company exclusively for the benefit of the other SSO Suppliers who receive an allocation of additional delivery requirements as a result of a default of the SSO Supplier that provided that security to the extent funds for distribution are received by the Company.
(2) In the event of an SSO Supplier default, the Company shall distribute to other SSO Suppliers the proceeds of the security that the Company holds for the defaulting SSO Supplier to the extent the Company receives funds for distribution. This distribution of the proceeds of the defaulting SSO Supplier's security shall be allocated on a pro rata basis to other SSO Suppliers. This allocation of the defaulting SSO Suppliers' security proceeds to non-defaulting SSO Suppliers does not require proof of damages from those non-defaulting SSO Suppliers, and constitutes the entire amount of monies that would be due the remaining SSO Suppliers from the Company as a result of such default by an SSO Supplier.

RECORDS AND RETENTION

(A) Each SSO Supplier shall maintain records and data to verify its compliance with the requirements of this Tariff Sheet and any applicable Commission rules.

(B) Unless otherwise prescribed, all required records shall be retained for no less than two years following the completion of the SSO period.

(C) Unless otherwise prescribed by the Commission or its authorized representatives, all required records required shall be provided to the Commission staff within five (5) business days of its request.

OBLIGATIONS TO THE COMPANY

(A) Each SSO Supplier participating in this service shall:
(1) Deliver gas to the Company on a firm basis at the awarded price; and
(2) Establish and maintain a creditworthy financial position and/or provide required credit security to enable the SSO Supplier to indemnify the Company and the customers for costs incurred as a result of any failure by SSO Supplier to deliver gas in accordance with the requirements of the program and to assure payment of any PUCO approved charges for any such failure.

(B) Failure to fulfill any of these obligations may subject SSO Supplier to consequences set forth in the Consequences of SSO Supplier's Failure to Perform or Comply section of this Tariff Sheet.

TRANSPORTATION CAPACITY REQUIREMENTS

(A) The Company will release to each SSO Supplier on a seasonal basis (April 1st and November 1st), with recall rights, a proportional quantity for each awarded tranche of the remaining Company firm transportation capacity after the Upstream Capacity Requirements (as described in the Rate FRAS, Full

Requirements Aggregation Service, section of the DEO Gas Tariff) have been allocated.

(B) SSO Supplier will not be permitted to change any primary points of receipt or delivery associated with released pipeline transportation capacity.
   (1) If changed, the transgressing SSO Supplier may occur a penalty up to $1,000,000 per DTH per day.

(C) SSO Suppliers will be released capacity at the applicable pipeline's maximum tariff rate unless a discounted rate on the released capacity exists;
   (1) The discounted rates will only apply if the capacity is utilized as per the pipeline discounted defined path.
   (2) If the SSO Supplier uses the capacity outside the discounted path, all associated fees charged to the Company will be charge the transgressing SSO Supplier.

(D) The costs of the released transportation capacity will be invoiced by the pipelines and paid directly to the pipelines by the SSO Supplier.

(E) The released transportation capacity is subject to recall if:
   (1) SSO Supplier does not perform in accordance with the SSO Supplier Agreement; or
   (2) Fails to pay the pipeline charges for the transportation capacity; or
   (3) Fails to comply with other relevant provisions set forth in the Company's Tariff.

(F) SSO Supplier may re-release on a recallable basis any assigned transportation capacity; provided that:
   (1) SSO Supplier will continue to be responsible to the pipeline for all charges associated with the assigned capacity and will hold the Company harmless in the event charges are not paid.
   (2) Any re-release of such capacity remains subject to the requirements and restrictions identified in the Company's Tariff and discount requirements.
   (3) Re-release does not remove the SSO Supplier's obligation in delivering the required daily volumes.

(G) SSO Supplier will be notified of the released pipeline contracts, volumes, and offer numbers no later than the 3rd business day prior to the start of the release period (April 1st or November 1st).

(H) SSO Supplier must accept assignment of capacity within 48 hours of the release notice. If the capacity is not accepted, the SSO Supplier will be billed by the Company the pipeline reservation charges for the capacity until such assignment is accepted on the pipeline.

(I) Actual proof to demonstrate required city gate natural gas supply arrangements to match the Maximum Design Quantity (MDQ) for each awarded tranche will be submitted no later than the 25th of the month prior to the start of the winter season (November 1st – March 31st).

(J) SSO Suppliers shall be required to secure additional city gate natural gas supply arrangements such that when combined with their assigned capacity is sufficient to meet a minimum of 100% of their Adjusted Targeted Supply Quantity (ATSQ) in the event that the ATSQ is greater than the MDQ.

(K) The Company will acquire city gate delivered peaking service for the months of December, January and February to cover 100% of the design peak day for SSO customers in combination with firm transportation and storage withdrawal rights.

(1) The reservation fee that the Company pays the contractor who provides the peaking supply service ("Peaking Supplier") will be divided equally among the tranches and will be deducted from amounts paid to the SSO Supplier during the months of December, January and February.
(2) The SSO Suppliers will be assigned an equal portion of peaking quantities based on the number of tranches for which they are responsible.
(3) The SSO Supplier will have the right to call on their portion of the peaking supply up to their maximum daily quantity on a daily basis and up to the three-month maximum quantity. The SSO Supplier must make their daily notification known by a date and time to be established by the Company based on the terms of the peaking contract.
(4) When the SSO Supplier calls on any volume of the peaking supply, the commodity costs the Company is charged by the Peaking Supplier will be netted with the amount that the Company owes to the SSO Supplier.

DAILY BALANCING AND STORAGE MANAGEMENT

(A) An SSO Supplier will be required to assist in the Company's management of storage and balancing by delivering the ATSQ which includes adjustments to facilitate daily injections or daily withdrawals.

(B) By 10:00 a.m. Eastern Prevailing Time (EPT) each day (including Saturdays, Sundays, and Holidays), The Company will post on its EBB, the ATSQ for the gas day beginning 10:00 a.m. EPT the following day. The Company shall provide a ATSQ that shall be delivered to each zone.

(C) If necessary, by 1:00 p.m. Eastern Prevailing Time (EPT) each day (including Saturdays, Sundays, and Holidays), The Company will post on its EBB, a revised ATSQ for the current gas day. The Company shall provide a ATSQ that shall be delivered to each zone.

(D) An SSO Supplier may request the ability to deliver gas to city gates that are not part of the capacity release portfolio for limited deliverable quantities. The request must be made using the Nomination Request form located on the Company's EBB and be submitted no later than the 1:00 PM (Eastern Prevailing Time) on the third Friday of the prior month. The quantities will be allocated based on the maximum operational volumes allowed per SSO Supplier and Choice Supplier based on the their calculated MDQ. The Company will respond to the written request with the allowed allocated quantities per city gate.

(E) No later than one hour prior to the NAESB deadline for the timely nomination cycle, SSO Supplier shall submit a valid nomination through the Company's EBB of its total city gate quantities of gas scheduled for the following gas day, allocated by zone as directed by the Company.
(1) An SSO Supplier will have the opportunity to make intraday changes in order to ensure the ATSQ volume is scheduled.
(2) The Company will use reasonable efforts to accommodate retroactive nominations, or changes thereto, that are made after the NAESB deadline for the intraday 3 nomination cycle; however, the Company has no obligation to accommodate such nominations or changes thereto if they would adversely impact the Company's management of storage or balancing on its system.
(3) Except on those days when Operational Flow Orders have been issued, if an SSO Supplier fails to deliver the daily ATSQ within a tolerance of plus or minus 1%, the SSO Supplier will be

subjected to a daily penalty based on the per Dekatherm difference greater than the tolerance between the scheduled quantity (SQ) and the ATSQ multiplied by the higher of:

i. $15/DTH; or
ii. three times (3x) Platts' Gas Daily Daily TCO-App + TCO SST fuel and transportation commodity variables; or
iii. three times (3x) Platts' Gas Daily Daily Texas Gas Zone 1 + Texas Gas STF fuel and transportation commodity variables.

Example 1: ATSQ = 15,000 DTHs; SQ = 14,900 DTHs; 1% Tolerance = 150 DTHs; No Penalty incurred

Example 2: ATSQ = 15,000 DTHs; SQ = 14,800 DTHs; 1% Tolerance = 150 DTHs; Penalty based on 50 DTHs

OPERATIONAL FLOW ORDER

(A) The Company may issue an Operational Flow Order (OFO), at its discretion, as specified in this section upon determination that an action is required to:
(5) protect the integrity of the Company's gas system; and/or
(6) assure deliveries or gas supplies to all firm customers; and/or
(7) to maintain adequate storage inventory balances; and/or
(8) adhere to the various interstate pipeline companies' balancing and operational requirements, as stated in their FERC approved gas tariffs under which served the Company.

(B) The Company will post the OFO notice via their EBB.

(C) An Under-deliveries OFO is an OFO that requires SSO Suppliers, when required, to schedule quantities at a level equal to or greater than the ATSQ. Typically, this type of OFO is seen in the winter.

(D) An Over-deliveries OFO is an OFO that requires SSO Suppliers, when required, to schedule quantities at a level equal to or less than the ATSQ. Typically, this type of OFO is seen in the summer.

(E) On days when an OFO is in effect, if an SSO Supplier fails to deliver in accordance with the OFO, the SSO Supplier will be subjected to a daily penalty based on the per Dekatherm difference between the scheduled quantity (SQ) and the ATSQ multiplied by the higher of:
(1) $50/DTH; or
(2) three times (3x) Platts' Gas Daily Daily TCO-App + TCO SST fuel and transportation commodity variables; or
(3) three times (3x) Platts' Gas Daily Daily Texas Gas Zone 1 + Texas Gas STF fuel and transportation commodity variables.

OTHER RULES AND REGULATIONS

Except to the extent superseded herein, the Company's Rules and Regulations Governing the Distribution and Sale of Gas and such other Commission rules as are applicable shall apply to all gas transportation service provided hereunder.

CONSEQUENCES OF SSO SUPPLIER'S FAILURE TO PERFORM OR COMPLY

(A) If an SSO Supplier fails to deliver natural gas in accordance with this tariff, the Company may supply gas temporarily to meet the needs for the SSO Supplier which failed to deliver natural gas.

(1) The Company shall bill the SSO Supplier which failed to deliver natural gas, the highest incremental cost of gas for that period that the Company actually paid for gas supplies, including transportation and all other applicable charges.
(2) The Company shall have the right to set off any amounts owed to the Company by the SSO Supplier against the any amounts owed to the SSO Supplier.

(B) If an SSO Supplier fails to deliver natural gas in accordance with the full--service requirements of the SSO Supplier Agreement, or otherwise fails to comply with the provisions of this Tariff Sheet, including those specified in the Obligations to the Company section, the Company shall have the discretion to initiate the process to suspend temporarily or terminate such SSO Supplier's further Standard Sale Service. To initiate the process, the Company shall serve a written notice of such failure in reasonable detail and with a proposed remedy to the SSO Supplier and the Commission, as set forth in Rule 4901:1-27-12(J) of the OAC.

(C) On or after the date said notice has been served, the Company may file with the Commission a written request for authorization to terminate or suspend the SSO Supplier from participation in the Company's Standard Sales Service. Except for failure due to under-delivery or non-delivery, if the Commission, or any Attorney Examiner, does not issue an entry to suspend or reject the action proposed by the Company within ten (10) business days after receipt of the request, the Company's request to terminate or suspend shall be deemed authorized on the eleventh (11th) business day. If the SSO Supplier's failure is due to under-delivery or non-delivery and, if the Commission, or an Attorney Examiner, does not act within five (5) business days after receipt of the request, the Company's request to terminate or suspend shall be deemed authorized on the sixth (6th) business day.

ALTERNATIVE DISPUTE RESOLUTION

Alternative Dispute Resolution shall be offered to SSO Suppliers and the Company to address disputes and differences that may arise under this tariff. Alternative Dispute Resolution shall be conducted in accordance with the Commission rules or as agreed upon among the applicable parties. Nothing herein shall act to deprive any party of its legal rights in a jurisdictional forum.

FORCE MAJEURE

(A) If either SSO Supplier or Company is unable to fulfill its obligations under this Tariff Sheet 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; or
(2) Failure of an SSO Supplier to acquire adequate resources as required herein; or
(3) Failure of SSO Supplier to deliver required natural gas volumes.

(B) The party claiming force majeure will use due diligence to remove the cause of the force majeure condition and resume delivery or consumption of gas previously suspended.

SERVICE REGULATIONS

The supplying of, and billing for, service and all conditions applying thereto are subject to the jurisdiction of the Public Utilities Commission of Ohio, and to Company's Service Regulations currently in effect, as filed with the Public Utilities Commission of Ohio, as provided by law.

DUKE ENERGY OHIO, INC.
SSO SUPPLIER AGREEMENT
ASSOCIATED WITH STANDARD SERVICE OFFER SERVICE

This Agreement is made and entered into this ________ day of __________, 20__, between Duke Energy Ohio, Inc., an Ohio corporation, 139 East Fourth Street, Cincinnati, Ohio 45202, hereinafter "Company", and ____, a(an)_______________________________________corporation, hereinafter "SSO Supplier."

WHEREAS, the Company has conducted a Standard Sales Offer (SSO) auction and the SSO Supplier was a successful bidder of the auction.

WHEREAS, SSO Supplier has secured supplies of natural gas which it intends to supply and meet the requirements forecasted daily on the Company's system for each awarded tranche, all within the parameters established by the Company for its Standard Service Offer Service.

WHEREAS, Company is willing and able, pursuant to the terms of this Agreement, to accept and purchase natural gas supplies caused to be delivered into its city gate receipt points by SSO Supplier and to redeliver such natural gas supplies to Company's customers under Rates RS, RSLI, GS-S, and GS-L.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the SSO Supplier hereby agrees to cause to be delivered natural gas supplies as directed under this Agreement in accordance with the following terms and conditions:

ARTICLE I

Definitions

For purposes of interpreting this Agreement the following definitions shall apply:

(1) "British Thermal Unit" or "BTU" means the quantity of heat required to raise one (1) pound of water (about a pint) one (1) degree Fahrenheit at or near its point of maximum density.

(2) "Business Day(s)" shall mean Monday through Friday, excluding Federal Banking Holidays for transactions in the United States and shall run from 8 a.m. to 5 p.m. Eastern Prevailing Time.

(3) "CCF" means a unit of gas equal to one hundred cubic feet

(4) "Commission" or "PUCO" means the Public Utilities Commission of Ohio.

(5) "Company" means Duke Energy Ohio.

(6) "Customer" means a residential, non-mercantile, or mercantile recipient of the Company's Sales Service or Transportation Service.

(7) "Default" means the failure of the Company or SSO Supplier to fulfill a duty or obligation set forth in Duke Energy Ohio's tariffs, the Ohio Revised Code, the Ohio Administrative Code, or any agreement or contract between and among the Company and SSO Supplier.

(8) "Dekatherm" or "DTH" means a unit of heating value equal to ten (10) Therms or Million BTU's (1 MMBTU).

(9) "MCF" means one thousand cubic feet.

(10) "Maximum Daily Quantities" (MDQ) means the forecast maximum daily quantity of natural gas deliveries to supply the SSO tranche(s) demand during a design day event.

(11) "Operational Flow Orders" (OFOs) are notices issued by the Company via its electronic bulletin board (EBB) requiring SSO Suppliers to adjust their daily deliveries into the Company's system to 1) match, or 2) match or be less than, or 3) match or be more than their Adjusted Target Supply Quantity for the tranche demand. SSO Supplier shall be required to deliver natural gas, or to cause natural gas to be delivered, into the Company's specified zone receipt points. If it is determined by the Company to be necessary, the specified receipt points and delivery amounts will be identified in the OFO notice posted on the EBB.

(12) "Standard Sales Service" means service under Residential Service (Rate RS – Sheet No. 30), Residential Service Low Income Pilot (Rate RSLI – Sheet No. 34), General Service – Small (Rate GS-S – Sheet No. 32) or General Service - Large (Rate GS-L – Sheet No. 35).

(13) "SSO Supplier" is a qualified business entity that: (1) has been awarded a tranche of Standard Sales Service demand, (2) agrees to accept responsibility for supplying gas for the tranche for the Standard Service Offer period, (3) meets the Requirements for SSO Supplier Participation set out in this Tariff Sheet, and (4) has executed a SSO Supplier Agreement with the Company.

(14) "Target Supply Quantities" (TSQ) are defined as daily city gate delivery quantities determined from statistical models used to estimate the daily gas usage in SSO Supplier's tranche based on the forecasted temperatures. These daily gas usage estimates are adjusted for Unaccounted-for Gas Loss and converted from volumetric to thermal quantities using the Monthly System BTU.

(15) "Forecasted Temperatures" are defined as the average expected weather temperatures prior to the start of the gas day, in Fahrenheit, for the Company's service territory for the gas day.

(16) "Actual Temperatures" is defined as the average actual weather temperatures, in Fahrenheit, for the Company's service territory for the gas day.

(17) "Tranche" is one equal part of the proportionate share of Standard Sales Services customers expected usage.

(18) "Transportation Service" means service under Residential Firm Transportation Service (Rate RFT – Sheet No. 33), Residential Firm Transportation Service – Low Income (Rate RFTLI – Sheet No. 36), Firm Transportation Service - Large (Rate FT-L – Sheet No. 37), Firm Transportation Service – Small (Rate FT-S – Sheet No. 52) or Interruptible Transportation Service (Rate IT – Sheet No. 51).

(19) "Standard Service Offer period" means the period of twelve (12) months from April 1 to March 31.

(20) "NYMEX Price" means the contract final settlement price of the natural gas futures contract each month.

(21) "NYMEX" means the New York Mercantile Exchange.

(22) "Standard Service Offer rate" means the monthly updated gas cost adjustment determined by summing the Retail Price Adjustment and the NYMEX Price.

(23) "Monthly System BTU" means weighted average heat content of the Company's city gate receipt meters measured on a twelve (12) month ending basis.

(24) "Unaccounted-for Gas Loss" or "System Shrinkage" is the difference between the Company's total available gas commodity and the total gas commodity accounted for (metered) as sales and transported volumes. The difference is comprised of factors including but not limited to leakage, discrepancies due to meter inaccuracies, Company use and the use of cycle billing, an amount of

gas used but not billed.

(25) "Adjusted Target Supply Quantities", or "ATSQ", is defined as the Target Supply Quantities plus or minus any adjustments that the Company shall require the SSO Supplier to make to its daily deliveries to manage the Company's storage and balance the system.

(26) "Gas Day" is a period of 24 consecutive hours beginning at 10 A.M. Eastern Prevailing Time which includes the recognition of Day Light Saving Time.

(27) "Retail Price Adjustment" or "RPA" means the auction price adjustment (positive or negative) in dollars and fractions thereof that shall be applied to the NYMEX Price monthly throughout the Standard Service Offer period, expressed in dollars per DTH.

(28) "Qualified Issuer" means a U.S. commercial bank with total assets of at least $10 billion having a general long-term senior unsecured debt rating of A- or higher (as rated by S&P Global Ratings Inc.) or A3 or higher (as rated by Moody's Investor Services, Inc.) or other financial institution reasonably acceptable to the Company.

(29) "Scheduled Quantity" means the net quantity of natural gas confirmed by the Pipelines at the Company's city gate after the gas day has ended.

(30) "Zone" means a geographic delivery area, defined by the Company, of one or more pipeline scheduling points that are used to supply the Company with natural gas.

ARTICLE II

Term

The term of this Agreement shall commence upon execution of this Agreement. Such execution shall occur within five business days of the completion of the auction resulting in the SSO Supplier being awarded one or more tranches. The term of the Agreement shall continue for the entire length of the SSO period, unless terminated by the Company because of default. However, Articles I, II, III, V, VIII, XIII, and XIV shall continue beyond the SSO Period for no longer than six (6) months.

The applicable SSO Period for this Agreement is set forth in Exhibit A. In addition, the number of tranches awarded to the SSO Supplier will be set forth in Exhibit A.

ARTICLE III

Credit Requirements for Standard Sales Service

The SSO Supplier shall establish and maintain a creditworthy financial position and/or provide required credit security to enable the SSO Supplier to indemnify the Company and the Company's customers for costs incurred as a result of any failure by SSO Supplier to deliver gas in accordance with the requirements of the program and to assure payment of any PUCO approved charges for any such failure. If the Company determines that it is necessary, the SSO Supplier shall maintain a cash deposit, an irrevocable letter of credit in a form acceptable to the Company from a Qualified Issuer, or such other financial instrument as the Company may require during the term of this agreement in order to assure the SSO Supplier's performance of its obligations under this Agreement. The SSO Supplier must continue to meet the Company's credit requirements throughout the SSO Period. Accordingly, the SSO Supplier shall upon request, provide the Company with balance sheet and other financial statements along with such other information as needed for the Company to periodically perform its credit assessment of the SSO Supplier. The SSO Supplier creditworthiness will be assessed against exposures that include 150% of the tranches awarded.

The SSO Supplier agrees that, in the event it defaults on its obligations under this Agreement, the Company shall have the right to use such cash deposit, the proceeds from such irrevocable letter of credit, the proceeds from any other financial instrument agreed upon by the parties, and set-off against such obligations any revenue obtained through Company's billing on SSO Supplier's behalf or any other revenues obtained by the Company as a result of any and all agreements and relationships between Company and SSO Supplier. Such proceeds shall be used to secure additional gas supplies, including payment of the costs of the gas supplies themselves, the costs of transportation, storage, gathering and other related costs incurred in bringing those gas supplies into the Company's system. The proceeds from such instruments shall also be used to satisfy any outstanding claims that the Company may have against SSO Supplier such as pipeline penalty charges and other amounts owed to the Company, and arising from, SSO Supplier's participation in this Service.

In the event the SSO Supplier's participation in this service is terminated in accordance with the provisions of this agreement, it shall continue its obligation to maintain its financial security instrument until it has satisfied all of its outstanding claims of the Company.

In addition to those creditworthiness/security requirements addressed above, upon the awarding of tranches following the approval by the Commission of the SSO auction results, each SSO Supplier shall provide the Company by 1st of the month prior to the start of the SSO period an irrevocable Letter of Credit substantially in the form of Exhibit B from a Qualified Issuer in the amount of thirty-five cents per DTH ($0.35/DTH) multiplied by the initial estimated annual delivery requirements for the SSO Period of the tranches awarded by that SSO Supplier. This financial security shall be held and administered by the Company exclusively for the benefit of the other SSO Suppliers who receive an allocation of additional delivery requirements as a result of a default of the SSO Supplier that provided that security to the extent funds for distribution are received by the Company. In the event of an SSO Supplier default, the Company shall distribute to other SSO Suppliers the proceeds of such security that the Company holds for the defaulting SSO Supplier to the extent the Company receives funds for distribution. This distribution of the proceeds shall be allocated on a pro rata basis to other SSO Suppliers. This allocation of the defaulting SSO Suppliers' security proceeds to non-defaulting SSO Suppliers does not require proof of damages from those non-defaulting SSO Suppliers~~,~~ and constitutes the entire amount of monies that would be due the remaining SSO Suppliers from the Company as a result of such default by an SSO Supplier.

ARTICLE IV

Obligations to the Company

In exchange for the opportunity to participate in the Company's Standard Sales Service, the SSO Supplier agrees to deliver natural gas to the Company's specified zones at the quantity directed at the awarded price.

ARTICLE V

Billing and Payment

The Company will pay the SSO Supplier the Retail Price Adjustment (as shown on Exhibit A) plus the monthly NYMEX Price for the scheduled quantities received at the Company's city gates which should be equal to the Adjusted Target Supply Quantity (ATSQ) per dekatherm.

On a monthly basis the company will generate an invoice in which if the SSO Supplier owes the Company, the invoice will be paid within 10 calendar days of receipt; and if the Company owes the SSO Supplier, the invoice will be paid by the 20th calendar day of the following month via wire or ACH; and if the payment date falls on a weekend or holiday, payment will be made the next business day.

If the SSO Supplier does not pay the total amount due by the 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.

When a bill has remained unpaid for a period of thirty (30) days after rendition by the Company, and no other financial arrangements have been agreed upon, the Company may, at its sole option, and without liability therefor, suspend or cancel such Agreement with SSO Supplier after giving written notice of its intention to do so, but such suspension or cancellation shall not discharge SSO Supplier from its obligation to pay such bill or from any other obligation under this Agreement, nor does such suspension or cancellation preclude the Company from any rights or remedies it does or may have at law or in equity to enforce any of the provision of this Agreement.

ARTICLE VI

Interstate Pipeline Capacity

The Company will release to the SSO Supplier on a seasonal basis (April 1st and November 1st), with recall rights, a proportional quantity for each awarded tranche of the remaining Company firm transportation capacity after the Upstream Capacity Requirements (as described in the Rate FRAS, Full Requirements Aggregation Service, section of the DEO Gas Tariff) have been allocated. The SSO Supplier will not be permitted to change any primary points of receipt or delivery associated with released pipeline transportation capacity. If changed, the SSO Supplier will incur a penalty of up to $1,000,000 per DTH per day.

The SSO Suppliers shall be required to secure additional city gate natural gas supply arrangements such that when combined with their assigned capacity is sufficient to meet a minimum of 100% of their Maximum Design Quantity (MDQ) for peak design day for each tranche for the winter season (November 1st – March 31st). The SSO Supplier shall demonstrate actual proof of the required city gate natural gas supply arrangements to match the MDQ for each awarded tranche which shall be submitted no later than the 25th of the month prior to the start of the winter season (November 1st – March 31st). In the event the Adjusted Targeted Supply Quantity (ATSQ) is greater than the MDQ on any given gas day, the SSO Supplier shall be responsible for delivering the ATSQ for that gas day.

The SSO Suppliers will be released capacity at the applicable pipeline's maximum tariff rate unless a discounted rate on the released capacity exists. The discounted rates will only apply if the capacity is utilized as per the pipeline discounted defined path. If the SSO Supplier uses the capacity outside the discounted path, all associated fees charged to the Company will be charged to the transgressing SSO Supplier.

The SSO Supplier may re-release on a recallable basis any released transportation capacity provided that the SSO Supplier will continue to be responsible to the pipeline for all charges associated with the released capacity and will hold the Company harmless in the event charges are not paid. Any re-release of such capacity remains subject to the requirements and restrictions identified in the Company's Tariff and discount requirements. In addition, the re-release does not remove the SSO Supplier's obligation in delivering the required daily volumes.

The SSO Supplier will be notified of the released pipeline contracts, volumes, and offer numbers no later than the 3rd business day prior to the start of the release period (April 1st or November 1st). The SSO Supplier must accept release of capacity within 48 hours of the release notice. If the capacity is not accepted, the SSO Supplier will be billed by the Company the pipeline reservation charges for the capacity until such release is accepted on the pipeline.

The Company will acquire city gate delivered peaking service for the months of December, January and February to cover 100% of the design peak day for SSO customers in combination with firm transportation and storage withdrawal rights. The reservation fee that the Company pays the contractor who provides the peaking supply service ("Peaking Supplier") will be divided equally among the tranches and will be deducted from amounts paid to the SSO Supplier during the months of December, January and February. The SSO Suppliers will be assigned an equal portion of peaking quantities based on the number of tranches for which they are responsible. The SSO Supplier will have the right to call on their portion of the peaking supply up to their maximum daily quantity on a daily basis and up to the three-month maximum quantity. The SSO Supplier must make their daily notification known by a date and time to be established by the Company based on the terms of the peaking contract. When the SSO Supplier calls on any volume of the peaking supply, the commodity costs the Company is charged by the Peaking Supplier will be netted with the amount that the Company owes to the SSO Supplier.

ARTICLE VII

Daily Balancing and Storage Management

The SSO Supplier will be required to assist in the Company's management of storage and balancing by delivering the ATSQ which may include adjustments to facilitate the Company's planned daily injections or daily withdrawals.

By 10:00 a.m. Eastern Prevailing Time (EPT) each day (including Saturdays, Sundays, and Holidays), the Company will post on its EBB, the ATSQ for the gas day beginning 10:00 a.m. EPT the following day. The Company shall provide an ATSQ that shall be delivered to each zone. If necessary, by 1:00 p.m. EPT each day (including Saturdays, Sundays, and Holidays), the Company will post on its EBB, a revised ATSQ for the current gas day. The Company shall provide an ATSQ that shall be delivered to each zone.

No later than one hour prior to the NAESB deadline for the timely nomination cycle, the SSO Supplier shall submit a valid nomination through the Company's EBB of its total city gate quantities of gas scheduled for the following gas day, allocated by zone as directed by the Company. The SSO Supplier will have the opportunity to make intraday changes in order to ensure the ATSQ volume is scheduled. The Company will use reasonable efforts to accommodate retroactive nominations, or changes thereto, that are made after the NAESB deadline for the intraday 3 nomination cycle; however, the Company has no obligation to accommodate such nominations or changes thereto if they would adversely impact the Company's management of storage or balancing on its system.

Except for those days when Operational Flow Orders (OFO) have been issued, if an SSO Supplier fails to deliver the daily ATSQ within a tolerance of plus or minus 1%, the SSO Supplier will be subjected to a daily penalty based on the per Dekatherm difference greater than the tolerance between the scheduled quantity (SQ) and the ATSQ multiplied by the higher of:

i. $15/DTH; or
ii. three times (3x) Platts' Gas Daily Daily TCO-App + TCO SST fuel and transportation commodity variables; or
iii. three times (3x) Platts' Gas Daily Daily Texas Gas Zone 1 + Texas Gas STF fuel and transportation commodity variables.

The Company may issue an OFO, at its discretion, as specified in this section upon determination that an action is required to protect the integrity of the Company's gas system; and/or assure deliveries or gas supplies to all firm customers; and/or to maintain adequate storage inventory balances; and/or adhere to the various interstate pipeline companies' balancing and operational requirements, as stated in their FERC approved gas tariffs under which served the Company. The Company will post the OFO notice via its EBB.

An Under-deliveries OFO requires the SSO Supplier to schedule quantities at a level equal to or greater than the ATSQ. Typically, this type of OFO is seen in the winter. An Over-deliveries OFO requires the SSO Supplier to schedule quantities at a level equal to or less than the ATSQ. Typically, this type of OFO is seen in the summer.

On days when an OFO is in effect, if an SSO Supplier fails to deliver in accordance with the OFO, the SSO Supplier will be subjected to a daily penalty based on the per Dekatherm difference between the scheduled quantity (SQ) and the ATSQ multiplied by the higher of:

i. $50/DTH; or
ii. three times (3x) Platts' Gas Daily Daily TCO-App + TCO SST fuel and transportation commodity variables; or
iii. three times (3x) Platts' Gas Daily Daily Texas Gas Zone 1 + Texas Gas STF fuel and transportation commodity variables.

The SSO Supplier may request the ability to deliver natural gas to city gates that are not part of the capacity release portfolio for limited deliverable quantities. The request must be made using the Nomination Request form located on the Company's EBB and be submitted no later than the 1:00 PM (Eastern Prevailing Time) on the third Friday of the prior month. The quantities will be allocated based on the maximum operational volumes allowed per SSO Supplier and Choice Supplier based on their calculated MDQ. The Company will respond to the written request with the allowed allocated quantities per city gate.

ARTICLE VIII

Remedies

1. Defaults. In addition to other rights to terminate or cancel that appear elsewhere in this Contract, if the SSO Supplier fails to perform, to a material extent, any of the obligations imposed under this Agreement, then Duke Energy may, at its option, terminate or cancel this Agreement by causing written notice thereof to be served on the SSO Supplier in default, stating specifically the cause for terminating or canceling this Agreement and declaring it to be the intention of Duke Energy giving the notice to terminate or cancel. On or after the date said notice has been served, the Company may file with the Commission a written request for authorization to terminate or suspend the SSO Supplier from participation in the Company's Standard Sales Service. Except for failure due to under-delivery or non-delivery, if the Commission, or any Attorney Examiner, does not issue

an entry to suspend or reject the action proposed by the Company within ten (10) business days after receipt of the request, the Company's request to terminate or suspend shall be deemed authorized on the eleventh (11th) business day. If the SSO Supplier's failure is due to under-delivery or non-delivery and, if the Commission, or an Attorney Examiner, does not act within five (5) business days after receipt of the request, the Company's request to terminate or suspend shall be deemed authorized on the sixth (6th) business day.

2. Sole and Exclusive Remedies. The liquidated damages, penalties, termination rights, cancellation rights, and interest payments outlined in this Agreement for non-performance herein shall be the Company and the SSO Suppliers' respective sole and exclusive remedies for such non-performance. In no event shall either party be liable for special, incidental, exemplary, punitive, indirect or consequential damages including, but not limited to, loss of profit or revenue, cost of capital, downtime costs, or claims for damages by third parties upon the Company or SSO Supplier. This applies whether claims are based upon contract, warranty, tort, (including negligence and strict liability), or other theories of liability.

ARTICLE IX

Force Majeure

If either SSO Supplier or Company is unable to fulfill its obligations under this Tariff Sheet 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:

i. Changes in market conditions that affect the acquisition or transportation of natural gas; or
ii. Failure of an SSO Supplier to acquire adequate resources as required herein; or
iii. Failure of SSO Supplier to deliver required natural gas volumes.

The party claiming force majeure will use due diligence to remove the cause of the force majeure condition and resume delivery or consumption of gas previously suspended.

ARTICLE X

Title to Gas

The SSO Supplier warrants that it will have good title to all natural gas delivered to the Company hereunder, and that such gas will be free and clear of all liens, encumbrances, and claims whatsoever, and that it will indemnify the Company, and hold it harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of a breach of such warranty.

ARTICLE XI

Limitation of Third-Party Rights

This Agreement is entered into solely for the benefit of Duke Energy Ohio and the SSO Supplier and is not intended and should not be deemed to vest any rights, privileges or interests of any kind or nature to any third party.

ARTICLE XII

Succession and Assignment

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto. However, no assignment of this Agreement, in whole or in part, will be made without the prior written approval of the non-assignee party. The written consent to assignment shall not be unreasonably withheld.

ARTICLE XIII

Applicable Law and Regulations

This Agreement shall be construed under the terms of the Company's P.U.C.O. Gas No. 18 tariff, as may be amended from time to time with the approval of the Commission. In the event the terms of this Agreement and said tariff differ in any regard, the terms of the tariff shall control.

This Agreement shall be construed under the laws of the State of Ohio and shall be subject to all valid applicable State, Federal and local laws, rules, orders, and regulations. Nothing herein shall be construed as divesting or attempting to divest any regulatory body of any of its rights, jurisdiction, powers, or authority conferred by law.

ARTICLE XIV

Notices and Correspondence

Written notice and correspondence to the Company shall be addressed as follows:

Natural Gas Business Unit
4720 Piedmont Row Drive
Charlotte, NC 28210
Attention: Manager, Gas Supply

Telephone notices and correspondence to the Company shall be directed to (704) 731-4625. Operational notices to the Company shall be directed to the above address, Attention: NGBU Gas Supply, telephone (704) 731-4625.

Written notices and correspondence to the SSO Supplier shall be addressed as follows:

____
____
____
____

Telephone notices to the SSO Supplier shall be directed to ( ) __________.
Fax notices to the SSO Supplier shall be directed to ( ) __________.

Either party may change its address for receiving notices effective upon receipt, by written notice to the other party.

IN WITNESS HEREOF, the parties hereto executed this Agreement on the day and year first above written.

WITNESS: WITNESS: ______________
Duke Energy Ohio, Inc. SSO SUPPLIER

____

By ______________________________ By ______________________

Title ____________________________ Title ___________________________

Exhibit A

The Standard Service Offer Period shall commence on _____________, 20 ___ and end on _____________, 20___.

The Retail Price Adjustment for the SSO Period will be: $_______.____ per Dekatherm.

The number of awarded tranches pursuant to this agreement are _________.

ATTACHMENT A

Exhibit B

[LETTERHEAD OF ISSUING BANK]

Irrevocable Standby Letter of Credit No.: ____________

Date: ______________

Beneficiary:
Duke Energy Ohio, Inc.
c/o Duke Energy Corporation
Attention: Chief Risk Officer
400 S. Tryon Street
Charlotte, NC 28202

Ladies and Gentlemen:

By the order of:

Applicant: ___________________________________
____
____

We hereby issue in your favor our irrevocable letter of credit No.: _________ ("Letter of Credit") for the account of _______________ (the "Applicant") for an amount or amounts not to exceed ___________ US Dollars in the aggregate (US$ _________________________________) available by your drafts at sight

ATTACHMENT A

drawn on [Issuing Bank] effective ________________ and expiring at our office on ________________ (the "Initial Expiration Date"). This Letter of Credit shall be automatically extended, without amendment, after the Initial Expiration Date for successive one (1) year periods unless we provide Beneficiary with not less than sixty (60) days' prior written notice by overnight courier to the address set forth above that we elect not to extend this Letter of Credit. This Letter of Credit will not be extended beyond ____________ ("Final Expiration Date"). Upon receipt by the Beneficiary of any such notice not to extend this Letter of Credit and notwithstanding anything in this Letter of Credit to the contrary, the Beneficiary may draw any or the entire amount available hereunder by presenting drawing documents in compliance with the terms and conditions of this Letter of Credit.

Funds under this Letter of Credit are available against your draft(s), in the form of attached Annex 1, mentioning our letter of credit number and presented at our office located at [Issuing Bank's address must be in US] and accompanied by a certificate in the form of attached Annex 2 with appropriate blanks completed, purportedly signed by an authorized representative of the Beneficiary, on or before the Final Expiration Date in accordance with the terms and conditions of this Letter of Credit. Partial drawings under this Letter of Credit are permitted.

We hereby undertake to promptly honor your drawing(s) presented in compliance with the terms of this Letter of Credit, up to the amount then available herein, in no event will payment exceed the amount then available to be drawn under this Letter of Credit.

We engage with you that drafts drawn under and in conformity with the terms of this Letter of Credit will be duly honored on presentation if presented on or before the Final Expiration Date. Presentation at our office includes presentation in person, by certified, registered, or overnight mail.

Except as stated herein, this undertaking is not subject to any agreement, condition or qualification. The obligation of [Issuing Bank] under this Letter of Credit is the individual obligation of [Issuing Bank] and is in no way contingent upon reimbursement with respect hereto.

This Letter of Credit is subject to the International Standby Practices 1998, International Chamber Of Commerce Publication No. 590 ("ISP98"). Matters not addressed by ISP98 shall be governed by the laws of the state of New York.

We shall have a reasonable amount of time, not to exceed two (2) business days following the date of our receipt of drawing documents, to examine the documents and determine whether to take up or refuse the documents and to inform you accordingly.

Kindly address all communications with respect to this Letter of Credit to [Issuing Bank's contact information], specifically referring to the number of this Letter of Credit.

All banking charges are for the account of the Applicant.

This Letter of Credit may not be amended, changed or modified without our express written consent and the consent of the Applicant and the Beneficiary.

Very truly yours

____

[Issuing Bank]

ATTACHMENT A

Authorized Signer Authorized Signer

This is an integral part of letter of credit number: ____________________
[irrevocable standby letter of credit number]

ANNEX 1

FORM OF SIGHT DRAFT

____
[date of sight draft]

To: ____________________
____
____
____
[Issuing Bank's name and address]

For the value received, pay to the order of ____________________ by wire transfer of immediately available funds to the following account:

____
[name of account]

____
[account number]

____
[name and address of bank at which account is maintained]

____
[aba number]

____
[reference]

The following amount: ____________________ United States Dollars
[insert number of dollars in writing]
____________________ US$

______________________ [insert number of dollars in figures]

Drawn upon your irrevocable letter of credit No. ______________________________ dated______________
[irrevocable standby letter of credit number] [effective date]

[Beneficiary]

By: ______________________________

Title: ______________________________

This is an integral part of letter of credit number: ______________________________
[irrevocable standby letter of credit number]

ANNEX 2

FORM OF CERTIFICATE

____
[Insert date of certificate]

To: ______________________________
____
____
____
[issuing bank's name and address]

Duke Energy________________________________ (the "Beneficiary") is drawing the funds requested under this draft based on the below specified draw condition:

[check appropriate draw condition]

[___] The undersigned hereby certifies that the amount of US$ __________________________ is due and owing and remains unpaid (beyond the time allowed for such payment, including following any related notice or grace period or both) to the undersigned by ____________________________________ [Applicant's name] in accordance with the terms and provisions of the _________________________________ [name of contract] dated as of ____________ [insert date], by and between Beneficiary and ____________________ (the "Applicant") to which the Letter of Credit relates.

Or

[___] Applicant has failed to extend or replace the Letter of Credit and/or provide other acceptable replacement collateral as required in the Agreement, and less than thirty (30) days remain prior to the expiration of the Letter of Credit, wherefore Beneficiary hereby demands payment of US$________________

to be held as collateral until Beneficiary is provided with a replacement letter of credit or other acceptable collateral.

Duke Energy ____________________

By:____________________________

Title:__________________________

Duke Energy Ohio
139 East Fourth Street
Cincinnati, Ohio 45202

RATE FRAS

FULL REQUIREMENTS AGGREGATION SERVICE

APPLICABILITY

This service is available to Suppliers delivering gas on a firm basis to the Company's city gate receipt points on behalf of customers receiving Firm Transportation Service from the Company. The service provided hereunder allows Suppliers to deliver to the Company on an aggregated basis those natural gas supplies that are needed to satisfy the requirements of Customer Pools participating in the Company's firm transportation programs.

CHARACTER OF SERVICE

This Tariff Sheet applies to the provision of pooling service for firm gas transportation customers. Suppliers under this Tariff Sheet shall supply the full requirements of their Pool Customers and agree to accept supply management responsibility. Company shall specify, and Supplier shall deliver each day, the Target Supply Quantity for Supplier's Pool.

GAS SUPPLY AGGREGATION/CUSTOMER POOLING AGREEMENT

Prior to acting as a Supplier for Pool Customers receiving Firm Transportation Service, Supplier must enter into a Gas Supply Aggregation/Customer Pooling Agreement with the Company. An example of the Gas Supply Aggregation/Customer Pooling Agreement is attached to this Tariff Sheet.

SUPPLIER INVOICE

On a monthly basis, the Company will generate, and Supplier will pay, an invoice that includes the costs set forth below in this Tariff Sheet and in Sheet No. 45 herein.

LATE PAYMENT CHARGE

Payment of the total amount due must be received by Company, or its authorized agent, by the due date shown on the Supplier's invoice. If the Supplier does not pay the total amount due by the 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.

RETURNED CHECK CHARGE

The Returned Check Charge set forth in Sheet No. 45 herein shall be added to the Supplier's account each time a check is returned by the financial institution for insufficient funds.

MEASUREMENT OF CUSTOMER USAGE VOLUMES

The Company shall be responsible for all usage measurement at the point of delivery to the 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 SUPPLIER

The Supplier warrants that all gas delivered by or on behalf of Supplier for its Pool Customers under this Tariff Sheet 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 the Company.

TITLE AND WARRANTY

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 defend, indemnify, and hold the Company harmless for all suits, actions, debts, accounts, damages, costs, losses, or expenses (including reasonable attorneys' fees) arising from or out of the adverse claims of any or all persons relating to or arising from said gas.

DEFINITIONS

"Adjusted Target Supply Quantities" (ATSQ) means the Target Supply Quantities plus or minus any adjustments that the Company may require the Supplier to make to its daily deliveries (i.e., Annual Reconciliation volumes) plus the daily firm (Rate FT) requirements of all customers being served by the Supplier under Rate IT.

"Aggregation Service" is a service provided by the Company that allows Suppliers to deliver to the Company, on an aggregated basis, those natural gas supplies that are needed to satisfy the full firm requirements of the one, or more, firm transportation customers that comprise the membership of the Supplier's Pool, as defined below, all in accordance with the rules established by the Company regarding delivery requirements, banking, billing and payments, and Supplier performance requirements.

"Arrearages" are past due and unpaid amounts owed to the Company. A thirty-day arrears exists when any portion of the previous month's bill is unpaid at the time the current bill is issued. Customers having a thirty-day or more arrears of $50.00 or more are not eligible to participate in the Program. A customer who is current on a payment plan for previously billed and unpaid charges is not considered to have Arrearages when an electronic enrollment to the Company's firm transportation program is received from a Supplier.

"British Thermal Unit" or "Btu" means the quantity of heat required to raise one (1) pound of water (about a pint) one (1) degree Fahrenheit at or near its point of maximum density.

"Ccf" means one hundred cubic feet.

"Commission" means the Public Utilities Commission of Ohio.

"Company" means Duke Energy Ohio.

"Customer" means a residential, non-mercantile, or mercantile recipient of the Company's Sales Service or Transportation Service.

"Default" means the failure of the Company or Supplier to fulfill a duty or obligation set forth in Duke Energy Ohio's tariffs, the Ohio Revised Code, the Ohio Administrative Code, or any agreement or contract between and among the Company and Supplier.

DEFINITIONS (Contd.)

"Dekatherm" or "Dth" means a unit of heating value equal to ten (10) Therms or Million Btu's (1 MMBtu).

"Eligible Customer" is a customer who is eligible to participate in a Governmental Aggregation in accordance with section 4929.26 and 4929.27 of the Ohio Revised Code and does not include any of the following: a person that is both a distribution service customer and a mercantile customer on the date of commencement of service to the Governmental Aggregator or the person becomes a distribution service customer after the service commencement date and is also a mercantile customer; a person who is supplied with natural gas sales service pursuant to a contract with a Supplier that is in effect on the effective date of the ordinance or resolution authorizing the aggregation; a person who is supplied with natural gas sales service as part of the Percentage of Income Payment Plan (PIPP) program; or, a customer who has failed to discharge, or enter into a plan to discharge, all existing Arrearages owed to or billed by the Company.

"Enrollment Processing Period" means the number of days required to process a customer's accepted enrollment in the Program pursuant to this Tariff. This process commences with the submission to Company by Supplier of appropriate information for an eligible customer and ends with the termination of the customer's rescission period. The process will take up to twelve (12) calendar days, and includes seven (7) business days from the date the Company sends the customer a letter indicating the customer may rescind its Program enrollment or change in Suppliers.

"Firm Transportation Service" means service under Residential Firm Transportation Service (Rate RFT – Sheet No. 33), Residential Firm Transportation Service – Low Income (Rate RFTLI – Sheet No. 36), Firm Transportation Service - Large (Rate FT-L – Sheet No. 37) or Firm Transportation Service – Small (Rate FT-S – Sheet No. 52).

"Gas Supply Aggregation/Customer Pooling Agreement" is an agreement between the Company and Supplier that defines the mutual responsibilities and obligations of those parties relative to the Aggregation Service provided under Rate FRAS.

"Maximum Daily Quantities" (MDQ) means the expected peak day natural gas usage for a Supplier's Pool of Customers.

"Mcf" means one thousand cubic feet.

"Mercantile Customer" has the meaning set out in division (L) of section 4929.01 of the Ohio Revised Code. In summary, it means a customer that: (1) consumes, other than for residential use, more than 5,000 Ccf of natural gas per year at a single location or as part of an undertaking having more than 3 locations within or outside the state; and (2) that has not filed a declaration with the Commission.

"Negative Imbalance Volume" or "Under-deliveries" is the amount by which the sum of all volumes actually delivered to the Pool Customers during the period exceeds the sum of the volumes available for redelivery by the Company to the Pool during the same period.

DEFINITIONS (Contd.)

"OAC" means the Ohio Administrative Code.

"OCC" means the Office of the Ohio Consumers' Counsel.

"Operational Flow Orders" (OFOs) are notices issued by the Company via its electronic bulletin board (EBB) or fax transmission requiring Suppliers to adjust their daily deliveries into the Company's system to match, match or be less than, or match or be more than their Adjusted Target Supply Quantity for the Supplier's Pool of Customers receiving Firm Transportation Service. Supplier shall be required to deliver natual gas, or to cause natural gas to be delivered, into the Company's specified city gate receipt points, if it is determined by the Company to be necessary and the specified receipt points and amounts are identified in the OFO notice posted on the EBB.

"Over-deliveries" or "Positive Imbalance Volume" is the amount by which the sum of all volumes actually delivered to the Pool Customers during the period is less than the sum of the volumes available for redelivery by the Company to the Pool during the same period.

"Pool" is a group of one or more customers receiving service pursuant to firm transportation tariffs that have been joined together pursuant to Rate FRAS, Full Requirements Aggregation Service for supply management purposes. If PIPP Customers are being served by a Supplier, a separate Pool must be comprised entirely of PIPP Customers.

"Pool Customer" means a recipient of Firm Transportation Service provided by the Company under Tariff Sheet Nos. 33, 36, 37 or 52 who receives gas supply from a Supplier as a member of a Pool.

"Pooling Program" refers to the services provided under Residential Firm Transportation Service (Rate RFT – Sheet No. 33), Residential Firm Transportation Service – Low Income (Rate RFTLI – Sheet No. 36), Firm Transportation Service - Large (Rate FT-L – Sheet No. 37), Firm Transportation Service - Small (Rate FT-S – Sheet No. 52), and Full Requirements Aggregation Service (Rate FRAS – Sheet No. 44).

"Pooling Service" means a service provided by the Company that allows Suppliers to deliver to the Company gas supplies needed to satisfy the usage requirements of the customers of the Supplier's Pool, all in accordance with the rules established by the Company in this Tariff Sheet and Gas Supply Aggregation/Customer Pooling Agreement.

"Positive Imbalance Volume" or "Over-deliveries" is the amount by which the sum of all volumes actually delivered to the Pool Customers during the period is less than the sum of the volumes available for redelivery by the Company to the Pool during the same period.

"Program" means the Company's firm transportation/supply aggregation customer choice program under Rate RFT, Rate RFTLI, Rate FT-L and Rate FT-S, and Rate FRAS, respectively.

"PUCO" means the Public Utilities Commission of Ohio.

DEFINITIONS (Contd.)

"Sales Service" means service under Residential Service (Rate RS – Sheet No. 30), Residential Service Low Income Pilot (Rate RSLI – Sheet No. 34), General Service – Small (Rate GS-S – Sheet No. 32) or General Service - Large (Rate GS-L – Sheet No. 35).

"Supplier" is a qualified business entity that: (1) has been certified by the PUCO to provide retail natural gas service, (2) has been chosen as a Supplier by a group of one or more customers that qualifies as a Pool, (3) agrees to accept responsibility for the gas supply management of the Pool, (4) meets the Requirements for Supplier Participation set out in this Tariff Sheet, and (5) has executed a Gas Supply Aggregation/Customer Pooling Agreement with the Company.

"Supply Contract" or "Contract" means a contract between the Pool Customer and its Supplier that defines the mutual responsibilities and obligations of those parties relative to customer's purchase and Supplier's sale of gas supplies for delivery to customer pursuant to this Tariff Sheet and the applicable Transportation Service Tariff Sheet.

"Target Supply Quantities" (TSQ) are defined as daily city gate delivery quantities determined from statistical models used to estimate the daily gas usage of the full requirements firm customers in Supplier's Pool. These daily gas usage estimates are adjusted for Unaccounted-for Gas Loss and converted from volumetric to thermal quantities.

"Transportation Service" means service under Residential Firm Transportation Service (Rate RFT – Sheet No. 33), Residential Firm Transportation Service – Low Income (Rate RFTLI – Sheet No. 36), Firm Transportation Service - Large (Rate FT-L – Sheet No. 37), Firm Transportation Service – Small (Rate FT-S – Sheet No. 52) or Interruptible Transportation Service (Rate IT – Sheet No. 51).

"Unaccounted-for Gas Loss" is the difference between the Company's total available gas commodity and the total gas commodity accounted for (metered) as sales and transported volumes. The difference is comprised of factors including but not limited to leakage, discrepancies due to meter inaccuracies, Company use and with the use of cycle billing, an amount of gas used but not billed.

"Unaccounted-for Percentage" means a percentage calculated by dividing the difference between: (1) the aggregate volume of gas received into Company's system from the interstate pipelines plus the volume of vaporized propane, all converted to Mcf using the Btu content associated with such supply source, and (2) the aggregate volume consumed by all of Company's gas customers, stated in Mcf, over that same period, by the Mcf volume calculated in item (1) above.

"Under-deliveries" or "Negative Imbalance Volume" is the amount by which the sum of all volumes actually delivered to the Pool Customers during the period exceeds the sum of the volumes available for redelivery by the Company to the Pool during the same period.

REQUIREMENTS FOR SUPPLIER PARTICIPATION

Each Supplier desiring to receive Aggregation Service/Firm Transportation Service from the Company will be evaluated to ensure that it possesses the financial resources and sufficient experience to perform its responsibilities as a Supplier. On the basis of this evaluation, a Supplier's participation may be limited to a level specified by the Company.

In order to assist Company in performing its evaluation, Supplier(s) must do the following:

a) Provide proof of Commission Certification to the Company.
b) Complete and sign the Company's Credit Application form.
c) Complete and sign the Retail Natural Gas Supplier Registration form.
d) Pay a registration fee as set forth in Sheet No. 45 herein.
e) Attend Company-sponsored training for Retail Natural Gas Suppliers.
f) Demonstrate a working understanding of the proper electronic communications capabilities necessary to transact business with the Company.
g) Complete and sign the Company's Gas Supply Aggregation/Customer Pooling Agreement.

Suppliers not meeting the necessary credit level will be required to provide additional security in a form and format specified by the Company.

Financial evaluations will be based on standard credit factors such as financial and credit ratings, trade references, bank information, unused line of credit, Pool Customer payment history, and related financial information that have been independently audited, if available. The Company shall determine creditworthiness based on the above criteria, and will not deny a Supplier's participation in the Program without reasonable cause. A fee will be assessed to the Supplier for each financial evaluation, as set forth in Sheet No. 45 herein.

The Company reserves the right to conduct re-evaluations of Supplier's financial standing from time to time. Such re-evaluation may be initiated either by a request from the Supplier or by the Company, if the Company reasonably believes that the creditworthiness or operating environment of a Supplier may have changed. Based on such re-evaluation, the Company may require the Supplier to increase the amount of its financial security. If the Supplier does not increase its security within five (5) business days of the Company's request or within an additional time period specified by the Company, the Supplier's participation may be suspended or terminated in accordance with the Consequences of Supplier's Failure to Perform or Comply section of this Tariff. The financial evaluation fee set forth in Sheet No. 45 herein will be assessed for such re-evaluations.

GENERAL PROVISIONS

A) Suppliers and Governmental Aggregators shall not engage in unfair, misleading, deceptive, or unconscionable acts or practices related to, without limitation, the following activities:

   1) Marketing, solicitation, or sale of a competitive retail natural gas service;

2) Administration of contracts for such service; or
3) Provision of such service, including interactions with consumers.

GENERAL PROVISIONS (Contd.)

B) Suppliers shall maintain an employee and an office open for business in the state of Ohio.

C) Suppliers and Governmental Aggregators shall not cause or arrange for the disconnection of distribution service, or employ the threat of such actions, as a consequence of contract termination, customer nonpayment, or for any other reason.

D) Suppliers and Governmental Aggregators shall not change or authorize the changing of a customer's Supplier of competitive retail natural service without the customer's prior consent, as provided for under Rule 4901:1-29-06 of the OAC. For the purpose of procuring competitive retail natural gas services, this requirement does not apply to automatic Governmental Aggregation and for the PIPP program.

E) All Suppliers and Governmental Aggregators shall provide the Commission's staff with a name, telephone number, and e-mail address of a contact person who will respond to Commission concerns pertaining to consumer complaints. If any of the required information relating to the

contact person should change, the Supplier or Governmental Aggregator shall provide advance notice of such changes to the Commission.

RECORDS AND RETENTION

A) The Company (for records retention related to competitive retail natural gas services), each Supplier and each Governmental Aggregator shall establish and maintain records and data sufficient to:

1) Verify its compliance with the requirements of any applicable Commission rules; and
2) Support any investigation of customer complaints.

B) Unless otherwise prescribed, all required records shall be retained for no less than two years.

C) Unless otherwise prescribed by the Commission or its authorized representatives, all required records required shall be provided to the Commission staff within three (3) business days of its request.

MARKETING AND SOLICITATION

A) Each Supplier and Governmental Aggregator that offers competitive retail natural gas service to customers shall provide, in marketing materials that include or accompany a service contract, sufficient information for customers to make informed cost comparisons.

1. For fixed-rate offers, such information shall, at minimum, include:

a) The cost per Ccf or Mcf, whichever is consistent with the Company's current billing format, for natural gas supply;
b) The amount of any other recurring or nonrecurring Supplier or Governmental Aggregator charges; and
c) A statement that the Supplier's or Governmental Aggregator's rate is exclusive of all applicable state and local taxes and the Company's service and delivery charges.

MARKETING AND SOLICITATION (Contd.)

2) For variable-rate offers, such information shall, at minimum, include:

a) A clear and understandable explanation of the factors that will cause the price to vary (including any related indices) and how often the price can change;
b) The amount of any other recurring or Supplier or Governmental Aggregator charges; and
c) A statement that the Supplier's or Governmental Aggregator's rate is exclusive of all applicable state and local taxes and the Company's service and delivery charges.

B) A Supplier's or Governmental Aggregator's promotional and advertising material shall be provided to the Commission or its staff within three (3) business days of a request by the Commission or its staff.

C) No Supplier or Governmental Aggregator may engage in marketing, solicitation, sales acts, or practices which are unfair, misleading, deceptive, or unconscionable in the marketing, solicitation, or sale of a competitive retail natural gas service. Such unfair, misleading, deceptive, or unconscionable acts or practices include, but are not limited to, the following:

1) Soliciting customers for a competitive retail natural gas service:
a) After suspension, rescission, or conditional rescission of certification by the Commission; or
b) After denial of certification renewal by the Commission.

2) Failing to comply with paragraph (A) or (B) of this section;

3) Failing to provide in or with its advertisements and promotional materials that make an offer for sale, a toll-free/local telephone number (and address for printed materials) which the potential customer may call or write to request detailed information regarding the price, terms, conditions, limitations, and restrictions;

4) Soliciting via telephone calls initiated by the Supplier or Governmental Aggregator (or its agent) without first;

a) Obtaining the list of customers who have requested to be placed on a "do not call" list, which shall be created and maintained by the Commission; and
b) Obtaining monthly updates of the Commission-maintained "do not call" list;

5) Engaging in telephone solicitation of customers who have been placed on the "do not call" list maintained by the Commission;

6) Engaging in telephone solicitation to residential customers either before nine a.m. or after nine p.m.;

7) Engaging in direct solicitation to customers where the Supplier's or Governmental Aggregator's sales agent fails to wear and display a valid Supplier or Governmental Aggregator photo identification. The format for this identification shall be pre-approved by the Commission staff; and

MARKETING AND SOLICITATION (Contd.)

8) Advertising or marketing offers that:

   a) Claim that a specific price advantage, savings, or guarantee exists if it does not, or may exist if it will not;
   b) Claim to provide a competitive retail natural gas service when such an offer is not a bona fide offer to sell such services;
   c) Offer a fixed price per Ccf or Mcf, whichever is consistent with the Company's current billing format, for competitive retail natural gas service without disclosing all recurring and nonrecurring charges;
   d) Offer a variable price per Ccf or Mcf, whichever is consistent with the Company's current billing format, for competitive retail natural gas service without disclosing all recurring and nonrecurring charges; and
   e) Fail to disclose all material limitations, exclusions, and offer expiration dates.

OBLIGATIONS TO THE COMPANY

Each Supplier participating in the Pooling Program shall:

1) Deliver gas to the Company on a firm basis on behalf of the Supplier's pool members in accordance with the requirements of the "Gas Supply Aggregation/Customer Pooling Agreement".

2) Establish and maintain a creditworthy financial position to enable the Supplier to indemnify the Company and the customers for costs incurred as a result of any failure by Supplier to deliver gas in accordance with the requirements of the program and to assure payment of any PUCO-approved charges for any such failure.

3) Make good faith efforts to resolve all disputes between Supplier and its Pool Customers and to cooperate with resolution of any joint issues with Company.

4) Refrain from requesting customer-specific billing, payment, and usage history without first having received the customer's approval to access such information.

Failure to fulfill any of these obligations may subject Supplier to consequences set forth in the Consequences of Supplier's Failure to Perform or Comply section of this Tariff Sheet.

CUSTOMER INFORMATION LIST

Company shall make available to Suppliers an electronic list of customer information for customers who are eligible to participate in the Program. Such list shall be updated quarterly and shall, at a minimum, contain the following information regarding each customer: name, service and mailing addresses, meter read date or schedule, and the most recent twelve (12) months of consumption data. The fee for this customer information list is set forth in Sheet No. 45 herein.

GOVERNMENTAL AGGREGATION

Governmental Aggregators shall follow the Commission's rules for formation and operation of a Governmental Aggregation.

GOVERNMENTAL AGGREGATION (Contd.)

Upon the request of a Governmental Aggregator, the Company will provide, on a best efforts basis, an update list of Eligible customers' names, service and mailing addresses, account numbers, and other customer information list data for all Eligible customers residing within the Governmental Aggregator's boundaries. Except for the inclusion of information for customers who have opted-off the Company's customer information list for Suppliers and Company account numbers, the customer information contained in such list shall be consistent with any customer information list provided to Suppliers described herein. The Governmental Aggregator will pay a fee for a copy of said list, as set forth in Sheet No. 45 herein. The Governmental Aggregator shall not disclose or use a customer's account number or any customer information regarding those customers who have opted off the Company's customer information list, without the customer's express written consent.

Prior to the Company including a customer's natural gas account in a Governmental Aggregation, the Governmental Aggregator shall provide each Eligible customer written notice that their account will be automatically included in the aggregation notice unless the customer affirmatively opts out of the aggregation. The Company shall switch Eligible customers, who have not opted out of the Governmental Aggregation, to or from a Governmental Aggregation under the same processes described herein for Suppliers.

CUSTOMER SIGN-UP PROCEDURES

Customers desiring to participate in the Program must execute a written Supply Contract with a Supplier that states that the customer has agreed to participate in the Program and which sets forth the terms and conditions of the customer's gas supply purchase. The Supplier may design the format of the Supply Contract, but at a minimum, it must comply with the applicable provisions specified in Rules 4901:1-29-10 and 4901:1-29-11 of the O.A.C.

In the alternative, customers desiring to participate in the Program may enroll with a Supplier via telephone or internet. Under these methods, the Supplier must retain proof of customer consent as required by the Commission.

The Supply Contract, or alternate proof of customer consent in the case of telephonic or internet enrollment, will be used to resolve disputes if the validity of an account enrollment comes into question. If requested by the Company, PUCO (in the case of Non-Mercantile Customers only) or OCC (in the case of residential customers only), Supplier must provide a copy of a specific Supply Contract, or alternate proof of customer consent in the case of telephonic or internet enrollment, within three (3) business days of any such request.

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

CUSTOMER SIGN-UP PROCEDURES (Contd.)

Once complete and accurate information supporting a customer joining or leaving a Supplier's Pool is received and confirmed by Company, the change will be effective on the customer's next regularly scheduled meter read date, provided that it is received by the Company at least twelve (12) days before the next regularly scheduled meter read date. If a customer rescinds their enrollment prior to commencing service with a Supplier, the Company shall notify the Supplier within two (2) business days of the customer's rescission.

Customer will remain with its Supplier until: (1) the customer is reverted to Sales Service due to non-payment or Supplier default; (2) the customer or Supplier notifies the Company that the customer should revert to the Company's Sales Service; (3) the customer joins the PIPP program; or (4) the customer's name, service address and account number appear on another Supplier's electronic enrollment file listing. If a customer moves from one address to another within the Company's service territory; (a) nothing in this tariff shall be construed to impact the Supplier/Customer contract by virtue of that move; (b) the Company's current billing system needs confirmation in order to maintain Program participation with the Supplier because of the location change within the Company's service territory; (c) in order to maintain Program participation with the Supplier, the Supplier must confirm enrollment via customer authorization once the new distribution service account with the Company has been established; (d) when a customer changes their service address within the Company's service territory, the customer will be billed for Sales Service for a period of no more than one billing cycle plus eleven (11) days, provided that a timely enrollment notice is received from the Supplier; and (e) the customer and the Supplier may minimize the time the customer is billed under Sales Service by promptly providing the Company with the new enrollment notice. If the customer's current Supplier initiates customer's termination in the Program, the Company shall issue a written notification to the customer informing customer of such change. Customers, who on their own initiative, decide to terminate their participation in the Program will be permitted to do so without the Company making any determination regarding whether the customer is contractually permitted to make such move. The Company shall not be liable to the Supplier or customer for allowing the customer to revert to Sales Service. The Company is not responsible for tracking Supplier contract terms and conditions between Suppliers and customers and shall not be liable for any default of such contract.

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

The Company will accept an enrollment from another Supplier for a customer who is currently with a Supplier, without the current Supplier first submitting an electronic drop notification to the Company. In enrollment situations where a customer is already being served by a Supplier or the customer is currently receiving Sales Service, the Company shall, prior to commencing competitive retail natural gas service with the subsequent Supplier, mail the customer a confirmation notice stating:

1) The Company has received a request to enroll the customer for competitive retail natural gas service with the named Supplier, and, in the case of an enrollment request for a customer who

CUSTOMER SIGN-UP PROCEDURES (Contd.)

is currently with another Supplier, a statement that Company's records reflect that customer is currently enrolled with another Supplier along with an admonition that customer should review the terms and conditions of the incumbent Supplier's Contract for customer's obligations under said Contract;

2) The date such service is expected to begin;

3) The customer has seven (7) business days from the postmark date on the notice to contact the Company telephonically, in writing or via the internet to rescind the enrollment request or notify the Company that the change of the Supplier was not requested by the customer; and

4) The Company's appropriate contact information, including, but not limited to, the Company's toll-free telephone number.

If the customer rescinds their enrollment, the Company will initiate said rescission and notify the Supplier or Governmental Aggregator.

Any customer returning to Sales Service as a result of Supplier default, slamming, Supplier abandonment, or Supplier certification rescission will not be liable for any costs associated with the switch.

ENROLLMENT OF CUSTOMERS

Suppliers may enroll customers by mail, facsimile, direct solicitation, telephone, and the internet. When soliciting and/or enrolling Non-Mercantile customers, Supplier must adhere to the requirements set out in Rules 4901:1-29-05 and 4901:1-29-06 of the OAC.

CONTRACT ADMINISTRATION AND RENEWAL NOTICES

Supplier must adhere to the contract administration and renewal requirements for Non-Mercantile customers set out in Rule 4901:1-29-10 of the OAC.

POOL CUSTOMER BILLING OPTIONS

Suppliers may elect one of the following two billing options for its Pool Customers that do not participate in PIPP.

Option 1 – Company Consolidated Billing

The Pool Customer shall receive one bill from the Company that indicates the name of the Supplier from whom the customer is receiving its gas supply and includes an amount for the Supplier's gas supply charges in accordance with the pricing arrangements agreed upon between the Supplier and the customer, including any taxes for which the Supplier must collect. The Company's consolidated bill may provide the budget amounts, past due balances, payments applied, credits, late charges, and total amount due on a consolidated basis only. A Supplier that elects this billing option will be provided, at no charge, as many as twenty-five (25) actively billed rate codes to which a customer may be assigned by the Supplier and billed by the Company. Additional actively billed rate codes (up to 80) will be provided by the Company for a fee as set forth in Sheet No. 45 of this Tariff. Each Supplier will be limited to a total of forty (40) actively billed rate codes for which the

POOL CUSTOMER BILLING OPTIONS (Cont'd)

Supplier may submit to the Company a price change each month for each rate code. Price changes must be submitted to the Company no later than the 25th day each month for bills rendered the next month. In the event that a Supplier desires extraordinary billing system changes, the Supplier shall be charged for the cost of implementing such changes, as set forth in Sheet No. 45 of this Tariff.

The Pool Customer will be responsible for making payment to the Company for the entire amount shown on the bill, including both the Company's and the Supplier's charges. In the event that a customer remits to the Company less than the full payment due, the payment received shall first be applied to the Company's charges shown on the bill plus any Arrearages relating to such Company charges from previous billing periods, and the residual amount shall be applied to the Supplier's portion of the bill, including the taxes thereon. Supplier shall be promptly notified of any payments received from customers attributable to Supplier's portion of the bill. Payment to Supplier for payments received from customers as noted above will be made within five (5) business days after mid-month and end-of-month numbers are available.

Where Supplier has elected service under Rate ARM, Accounts Receivable Management Service, the Company shall remit to the Supplier, by wire transfer or otherwise, payment for all gas billed to the Supplier's customers by the Company on Supplier's behalf, including taxes attributable to Supplier's portion of the bill based on the terms contained in the respective Supplier's ARM agreement.

Supplier shall be responsible for dispersing to the appropriate taxing authorities any tax that is attributable to Supplier's portion of the bill.

In the event, and to the extent, that a customer remits to the Company less than the amount which would be attributable to the Company's charges and Arrearages included on the bill, the customer shall be subject to the same late charges and disconnection procedures which would be applicable if the customer were receiving Sales Service.

Option 2 – Dual Billing

The customer shall receive two bills as follows:

a) The Company shall bill and collect for its portion of the bill that includes charges for gas transportation service and all applicable Riders. The Company's bill shall include the Supplier's name and a statement that the Supplier is responsible for billing Supplier's charges. In the event that a customer remits to the Company less than the amount included on the Company's bill, customer shall be subject to the same late charges and disconnect rules that would be applicable if the customer were receiving Sales Service.

b) Supplier shall be responsible for billing and collecting its part of the bill including any past due amounts that are due from Supplier's own prior billings. To facilitate Suppliers' portion of the billing each month, the Company will provide each Supplier with an electronic notification of the monthly meter readings of all customers within Supplier's Pool that have been billed by the

POOL CUSTOMER BILLING OPTIONS (Cont'd)

Company. Such billing data will correspond to the meter reading data on which the Company based its bill for transportation service. A Supplier may terminate gas sales to any Pool Customer for non-payment and remove the customer from its Pool in accordance with the procedures for dropping customers from a Supplier's Pool pursuant to this Tariff Sheet.

CUSTOMER DISCONNECTION

The Company may disconnect service to a customer for non-payment of its regulated utility charges. The Supplier is not permitted to physically disconnect customer's gas service for non-payment of the Supplier gas charges.

CUSTOMER ACCESS AND COMPLAINT HANDLING

Each Supplier shall cooperate with the Company, the Commission, and the OCC (in the case of residential customers) to answer inquiries and resolve disputes. The following procedures shall be applicable to customer access and complaint handling:

A) Customer access

1) Each Supplier or Governmental Aggregator shall ensure customers reasonable access to its service representatives to make inquiries and complaints, discuss charges on customer bills, terminate competitive service, and transact any other pertinent business.
2) Telephone access shall be toll-free and afford customers prompt answer times during normal business hours.

3) Each Supplier or Governmental Aggregator shall provide a twenty-four (24) hour automated telephone message instructing callers to report any service interruptions or natural gas emergencies to the Company.

B) Customer complaints

1) Each Supplier or Governmental Aggregator (and/or its agent) shall investigate customer complaints (including customer complaints referred by the Company) and provide a status report within three (3) business days following receipt of the complaint to:

   a) The customer, when the complaint is made directly to the Supplier or Governmental Aggregator, or

   b) The customer and Commission staff, when a complaint is referred to the Supplier or Governmental Aggregator by the Commission staff.

2) The Governmental Aggregator may choose to have the Supplier perform certain functions as the Governmental Aggregator's agent. However, the Governmental Aggregator is still responsible for ensuring that the requirements of these rules are met.

   If an investigation is not completed within ten (10) business days, the Supplier or

CUSTOMER ACCESS AND COMPLAINT HANDLING (Cont'd)

   Governmental Aggregator (and/or its agent) shall provide status reports to the customer, and if applicable, to the customer and Commission staff. Such status reports shall be provided at three (3) business day intervals until the investigation is complete,

3) unless the action that must be taken will require more than three (3) business days and the customer has been so notified.

4) The Supplier or Governmental Aggregator (and/or its agent) shall inform the customer, or the customer and Commission staff, of the results of the investigation, orally or in writing, no later than three (3) business days after completion of the investigation. The customer or Commission staff may request the report in writing.

5) If a customer disputes the Supplier's or Governmental Aggregator's (and/or its agent's) report, the Supplier or Governmental Aggregator shall inform the customer that the Commission staff is available to mediate complaints. The Supplier or Governmental Aggregator (and/or its agent) shall provide the customer with the address, local/toll-free telephone numbers, and TDD/TTY telephone number of the Commission's public interest center.

6) Each Supplier or Governmental Aggregator shall retain records of customer complaints, investigations, and complaint resolutions for two (2) years after the occurrence of such complaints and shall provide such records to the Commission staff within three (3) business days of request.

7) Each Supplier or Governmental Aggregator shall make good faith efforts to resolve disputes and cooperate with the resolution of any joint issues with the Company.

C) If customers contact the Company concerning competitive retail natural gas service issues, the Company shall:

1) Review the issue with the customer to determine whether it also involves the Company;

2) Cooperate with the resolution of any joint issues with the Supplier or Governmental Aggregator; and

3) Refer the customer to the appropriate Supplier or Governmental Aggregator in those instances where the issue lacks Company involvement.

D) Slamming Complaints

1) A slamming complaint is a customer's allegation that the customer's Supplier or Governmental Aggregator has been switched without the customer's authorization.

2) If a customer contacts the Company, Supplier or Governmental Aggregator alleging that the customer's Supplier has been switched without the customer's authorization, the Company, Supplier or Governmental Aggregator shall:

CUSTOMER ACCESS AND COMPLAINT HANDLING (Contd.)

a) Provide the customer any evidence relating to the customer's enrollment;

b) Refer the customer to the Commission's public interest center;

c) Provide the customer with the local/toll-free telephone numbers of the Commission's consumer service department; and

d) Cooperate with the Commission staff in any subsequent investigations of the slamming complaint.

3) Except as otherwise provided in Chapter 4901:1-28 of the OAC, if the Supplier or Governmental Aggregator cannot produce valid documentation confirming that the customer authorized the switch, there shall be a rebuttable presumption that the customer was switched without authorization. Such documentation shall include one of the following, in conformance with the requirements of Rule 4901:1-29-06 of the OAC:

a) A signed contract, in the case of direct enrollment;

b) An audio recording, in the case of telephonic enrollment; or

c) Electronic consent, in the case of internet enrollment.

In the event that the customer was switched from one Supplier or Governmental Aggregator to a different Supplier or Governmental Aggregator without authorization, the customer's previous Supplier or Governmental Aggregator shall re-enroll the customer without penalty under such customer's original contract price for the duration of the original term and send the Company an electronic enrollment request. If the original Supplier or Governmental Aggregator is unable to return the customer to the original contract price, the original Supplier or Governmental Aggregator may enroll the customer in a new contract pursuant to the provisions of Rule 4901:1-29-06 of the OAC, or the customer may select a new Supplier or return to the Company's GCR commodity service;

5) In the event that a customer was switched from Sales Service to a Supplier or Governmental Aggregator without authorization, the Company shall switch the customer back to Sa**les Service without penalty.**

UPSTREAM CAPACITY REQUIREMENTS

Suppliers participating in the Company's firm transportation program must secure their own upstream firm interstate pipeline capacity required to meet Supplier's Firm Transportation Service pools' aggregate MDQ less the firm interstate pipeline capacity assigned to the Supplier by the Company. Assignments and recalls of interstate pipeline capacity are mandatory for MDQ in excess of the Supplier's Firm Transportation Service pools' aggregate MDQ as of April 1, 2007. Due to the physical configuration of the Company's system, and certain upstream interstate pipeline facilities, and to enable the Company to comply with lawful interstate pipeline

UPSTREAM CAPACITY REQUIREMENTS (Contd.)

tariffs and/or to maintain the Company's system integrity, the Company reserves the right to direct each Supplier to proportionally deliver, with respect to the Company's northern and southern interstate pipeline receipt points, the Supplier's daily pool requirements. Specific delivery requirements will be electronically posted by the Company.

A Supplier, whose aggregate Pools' MDQ exceeds 6,000 Dth/day and who adds 3,000 Dth/day of additional MDQ over the supplier's MDQ as of April 1, 2007, shall be assigned a proportionate amount of the Company's interstate pipeline firm transportation capacity by the Company on a seasonal basis. This MDQ criterion will be reviewed by the Company semi-annually based on the MDQ as of September 30th with any release becoming effective the following November 1st through March 31st, and on the MDQ as of February 28th, with any release becoming effective the following April 1st through October 31st. Suppliers will be notified of any change to their released capacity by October 15th for winter capacity and by March 15th for summer capacity. For purposes of determining the amount of capacity to be released, a Supplier's MDQ will be adjusted for known significant changes to the Supplier's customers expected for the following season.

The assignment shall be structured as a release of capacity. The posted rate will be the rate for which the Company has contracted with the interstate pipeline. Any capacity with a discounted rate will be posted open to bids, with the Supplier being the prearranged bidder. All other capacity will be posted at the pipeline's maximum rate with the Supplier being the prearranged shipper.

The Company shall assign interstate pipeline firm transportation capacity consistent with its delivery north/south allocation percentages and on a pro-rata basis to the Company's total capacity for the designated pipelines or the parties may choose a mutually agreed-upon assigned capacity portfolio.

During the summer months of April through October, the Company's Firm Transportation capacity shall be reduced by the Company's maximum daily injection rights on Columbia Gas Transmission's Firm Storage Service for purposes of determining the pro-rata share for suppliers that are not receiving ~~Firm Balancing Service (FBS) rather than~~ Enhanced Firm Balancing Service (EFBS).

Capacity will be assigned to the Supplier on a "recall and reput" basis. The Company shall release this capacity utilizing the appropriate pipeline company's electronic bulletin board and the Supplier shall execute the service agreements so generated by the pipelines five (5) days prior to the end of the month to enable the Supplier to nominate gas suppliers under the service agreements for the following month. If the Supplier fails to execute the service agreements the charges for the released capacity will be added to the Supplier's Pool Invoice for the month.

Prior to the capacity release process, the Supplier shall comply with the appropriate pipeline's credit review and establish itself on the pipeline's Approved Bidders List (as defined in the interstate pipeline company's tariff).

The Company, as releasing shipper under a recallable release, remains liable to the pipeline for reservation charges. The Supplier will provide sufficient financial guaranty to the Company of its ability to pay such pipeline charges, unless the applicable pipeline company releases the Company from liability for the Supplier's pipeline reservation charges.

UPSTREAM CAPACITY REQUIREMENTS (Contd.)

The Company reserves the right to change the type of information required as well as the nomination deadline to comply with the requirements of the interstate pipeline companies.

There will be no restrictions on the Supplier's use of the released capacity at such times that it is not required to deliver gas to the Company's system.

The Supplier may re-release all or a portion of the capacity to a replacement shipper who meets all the requirements to which the Supplier is subject including but not limited to the Company's right of recall. A re-release shall not relieve the Supplier of its obligations under the provisions of the capacity release by the Company.

The Supplier receiving assignment shall pay the pipeline(s) directly for all charges associated with the use of released capacity, including (without limitation) demand charges, commodity charges, taxes, surcharges, fuel allowances, imbalance and overrun charges, and penalties.

The Supplier shall not revise receipt and delivery points of the interstate pipeline company firm transportation capacity released by the Company, without written consent from the Company. The Supplier will be responsible for operating the assigned capacity consistent with all the terms and conditions set forth in the tariffs of the Company and the applicable pipeline companies.

DAILY BALANCING

Prior to April 1, 2025

The Company will provide and charge the Supplier for balancing service, which will be used to manage differences between the Company's required daily Supplier delivery and the actual customer's consumption. There will be an annual election each year for Suppliers whose Pool MDQ is greater than or equal to 1,000 Dth/day and less than 6,000 Dth/day to elect, on or before January 15th each year, either Rider FBS (Firm Balancing Service), Sheet No. 75 or Rider EFBS (Enhanced Firm Balancing Service), Sheet No. 74, to be effective on April 1st each year. With the exeption of Supplier Pools for process-only load, comprised entirely of customers whose loads are not weather dependent, Suppliers whose Pool MDQ is greater than or equal to 6,000 Dth/day shall receive service under Rider EFBS. A Supplier that receives service under Rider EFBS will be billed rates as set forth in Rider EFBS, Sheet No. 75. A Supplier whose Pool MDQ is less than 1,000 Dth/day will receive balancing service under Rider FBS. Suppliers that elect Rider FBS and Suppliers whose Pool MDQ is less than 1,000 Dth/day will be billed the balancing charge per Mcf as set forth on Rider FBS on all volumes consumed by the Supplier's Pool.

After March 31, 2025

The Company will provide balancing service, which will be used to manage differences between the Company's required daily Supplier delivery and the actual customer's consumption. With the exeption of Supplier Pools for process-only load, comprised entirely of customers whose loads are not weather dependent, Suppliers whose Pool MDQ is greater than or equal to 6,000 Dth/day, on December 31st each year shall receive service under Rider EFBS, Sheet No. 50 beginning April 1st of the following year. A Supplier that was receiving service under Rider EFBS as of March 31, 2025 may remain on Rider EFBS, Sheet No. 50 even if their Pool MDQ is less than 6,000 Dth/day. A Supplier not served under Rider EFBS must deliver the TSQ each day as described below.

a) Target Supply Quantities must be delivered each day based on the Company's forecasted temperatures and the aggregate demand curve for each Customer Pool, all as more fully described within the "Gas Supply Aggregation/Customer Pooling Agreement" between the Company and Supplier. Any Supplier that fails to deliver gas volumes in accordance with that agreement may be terminated from further participation in the program.

b) Suppliers are subject to Operational Flow Orders issued by the Company as described below. The Company may suspend from this program any Supplier that does not comply with an Operational Flow Order.

DAILY BALANCING (Contd.)

c) Suppliers shall have the ability to make daily/monthly inter-pool trades under the Company tariff Rate GTS, Gas Trading Service.

MEASUREMENT OF CONSUMED VOLUMES

The Company will electronically provide each Supplier with a listing of the monthly meter readings and usages for all customers within the Supplier's pool. Such monthly meter reading and usage data will correspond to the consumption data which the Company based its bill for local delivery service. Monthly volumes billed to participating customers shall be considered actual volumes consumed, whether the meter reading is actual or calculated.

ANNUAL RECONCILIATION

The Company will reconcile imbalances on an annual basis, for each Supplier, through determination of the difference between: (1) the Supplier's deliveries for the previous year; and (2) the actual consumption plus the Company's Unaccounted-for Percentage on the Supplier's aggregate Customer Pool, both calculated at city gate, adjusted for recognition of all adjustments applicable to the previous year.

Suppliers will eliminate the imbalance through the exchange of gas with Company via a storage inventory transfer, an adjustment to their Rider EFBS bank balance, or delivery over the next thirty 30 days or longer if mutually agreed by Supplier and Company.

OPERATIONAL FLOW ORDERS

Suppliers are subject to the Company's issuance of operational flow orders which will direct each Supplier to adjust scheduled volumes to match the Customer Pool's estimated usage. For Suppliers that are utilizing Rider EFBS as their balancing service, the difference between scheduled deliveries from the interstate pipeline companies and the estimated Pool usage will be met by the EFBS. In the event that the Company's storage service provider has restricted excess storage withdrawals/injections and a Supplier exceeds Rider EFBS's MDDQ or MDBQ such excess quantities will be considered a failure to comply with the Operational Flow Order (OFO). Failure of the Supplier to deliver volumes of gas equal to their adjusted Target Supply Quantity, with both its flowing supply and MDDQ, may result in suspension or termination from further participation in Company's firm transportation program.

Failure to comply with an Operational Flow Order, which is defined as the difference between the daily OFO volume and actual daily deliveries, will result in the action and/or billing of the following charges:

OPERATIONAL FLOW ORDERS (Cont'd)

Under-deliveries

1) the payment of a gas cost equal to the highest incremental cost paid by Company on the date of non-compliance;
2) one month's demand charges on the OFO shortfall. This charge shall not be imposed more frequently than once in any thirty day period; and

3) the payment of all other charges incurred by Company including but not limited to pipeline penalty charges on the date of the OFO shortfall.

Over-deliveries

1) any over-run delivered by Supplier will be confiscated by the Company and used for its general supply requirements, without compensation to Supplier.
2) Company shall bill and Supplier shall pay all charges incurred by Company including but not limited to penalty charges from the interstate pipelines for such excess deliveries, provided such penalties can be attributed to Supplier's over-run.

SCHEDULING

Supplier must make all necessary arrangements for scheduling natural gas deliveries to Company.

Each morning, by 9:00 A.M. E.S.T., the Company will post on its EBB an "Adjusted Target Supply Quantity" that the Supplier will be required to deliver into the Company's designated city gate receipt points during the following gas day. For purposes of the Company's firm transportation program, the "Adjusted Target Supply Quantity" is defined as the Target Supply Quantity, plus or minus any adjustments that Supplier may be required to make to its daily deliveries, plus the daily firm requirements of all customers being served by Supplier under both Rate IT and Rate FT, as specified within Supplier's Firm Transportation Service for Interruptible Transportation customers contracts. The quantities so calculated will then be adjusted for Unaccounted-for Gas Loss back to the Company's city gate, and converted to Dth. By 1:00 P.M. E.S.T. each day, Supplier shall notify the Company through the EBB of its total city gate nominations for the next day, by Company Rate Schedule, for each pipeline company delivering gas into the Company's system.

The Adjusted Target Supply Quantities that will be used to define the Supplier's next day delivery obligations shall also be the quantities against which the Supplier's pipeline confirmed daily deliveries into the Company's system, combined with quantities to/from Supplier's Rider EFBS balancing service, if applicable, will be compared in order to determine Supplier's daily overrun/underrun volumes. Daily overrun/underrun volumes determined in this manner shall form the bases for daily "cash-outs," OFO charges, daily pipeline penalty charge flow throughs, and any other charges under any of the Company's applicable tariffs, that are levied based on Supplier's failure to deliver the Adjusted Target Supply Quantities of gas into the Company's system.

OTHER RULES AND REGULATIONS

Except to the extent superseded herein, the Company's Rules and Regulations Governing the Distribution and Sale of Gas and such other Commission rules as are applicable shall apply to all gas transportation service provided hereunder.

CONSEQUENCES OF SUPPLIER'S FAILURE TO PERFORM OR COMPLY

If a Supplier fails to deliver gas in accordance with the full service requirements of its Pool Customers, the Company shall supply gas temporarily to the affected Pool Customers and shall bill Supplier the higher of the following: (1) the fair market price for that period; or (2) the highest incremental cost of gas for that period that the Company actually paid for gas supplies, including transportation and all other applicable charges. The Company shall have the right to immediately and unilaterally invoke Suppliers' letter of credit, parental guarantee, or any other collateral posted by the Supplier in order to enforce recovery from Supplier of the cost of these replacement supplies.

If a Supplier fails to deliver gas in accordance with the full service requirements of the Gas Supply Aggregation/Customer Pooling Agreement, or otherwise fails to comply with the provisions of this Tariff Sheet, including those specified in the Obligations to the Company section, the Company shall have the discretion to initiate the process to suspend temporarily or terminate such Supplier's further Program participation. To initiate the process, the Company shall serve a written notice of such failure in reasonable detail and with a proposed remedy to the Supplier and the Commission, as set forth in Rule 4901:1-27-12(J) of the OAC.

On or after the date said notice has been served, the Company may file with the Commission a written request for authorization to terminate or suspend the Supplier from participation in the Company's Program. Except for failure due to under-delivery or non-delivery, if the Commission, or any Attorney Examiner, does not issue an entry to suspend or reject the action proposed by the Company within ten (10) business days after receipt of the request, the Company's request to terminate or suspend shall be deemed authorized on the eleventh (11th) business day. If the Supplier's failure is due to under-delivery or non-delivery and, if the Commission, or an Attorney Examiner, does not act within five (5) business days after receipt of the request, the Company's request to terminate or suspend shall be deemed authorized on the sixth (6th) business day.

CONSEQUENCES OF SUPPLIER'S FAILURE TO PERFORM OR COMPLY (Contd.)

If the Supplier is suspended or terminated from the Program, customers in such Pool shall revert to Company's Sales Service, unless and until said customers join another Supplier's Pool. Any termination or suspension of the Gas Supply Aggregation/Customer Pooling Agreement 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.

ALTERNATIVE DISPUTE RESOLUTION

Alternative Dispute Resolution shall be offered to Suppliers and the Company as a means to address disputes and differences that may arise under this tariff. Alternative Dispute Resolution shall be conducted in accordance with the Commission rules or as agreed upon among the applicable parties. Nothing herein shall act to deprive any party of its legal rights in a jurisdictional forum.

FORCE MAJEURE

If either Supplier or Company is unable to fulfill its obligations under this Tariff Sheet 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. Neither of the following shall be considered a force majeure condition: (1) changes in market conditions that affect the acquisition or transportation of natural gas; or (2) failure of Supplier to deliver or Pool Customers to consume scheduled gas volumes.

The party claiming force majeure will use due diligence to remove the cause of the force majeure condition and resume delivery or consumption of gas previously suspended. Gas withheld from the Supplier or Pool Customers during a force majeure condition will be delivered upon the end of such condition as soon as practicable.

COMPANY STANDARDS OF CONDUCT WITH RESPECT TO MARKETING AFFILIATES

In operation of its firm transportation program, the Company will adhere to the following Standards of Conduct for Marketing Affiliates:

1) Company must apply any tariff provision relating to transportation services in the same manner to the same or similarly situated persons if there is discretion in the application of the provision.

2) Company must strictly enforce a tariff provision for which there is no discretion in the application of the provision.

3) Company may not, through a tariff provision or otherwise, give any Supplier including its marketing affiliate or customers of any Supplier including its affiliate, preference over any other gas Suppliers or their customers in matters, rates, information, or charges relating to transportation service including, but not limited to, scheduling, balancing, metering, storage, standby service, or curtailment policy. For purposes of the Company's firm transportation

COMPANY STANDARDS OF CONDUCT WITH RESPECT TO MARKETING AFFILIATES (Contd.)

program, any ancillary service provided by Company, e.g., billing and envelope service, that is not tariffed will be priced and made equally available to all.

4) Company must process all similar requests for transportation in the same manner and within the same approximate period of time.

5) Company shall not disclose to anyone other than a Company employee any information regarding an existing or proposed gas transportation arrangement, which Company receives

6) from (i) a customer or Supplier, (ii) a potential customer or Supplier, (iii) any agent of such customer or potential customer, or (iv) a Supplier or other entity seeking to supply gas to a customer or potential customer, unless such customer, agent, or Supplier authorizes disclosure of such information.

7) If a customer requests information about Suppliers, Company shall provide a list of all Suppliers operating on its system, but shall not endorse any Supplier nor indicate that any Supplier will receive a preference because of a corporate relationship.

8) Before making customer lists available to any Supplier, including any Company marketing affiliate, Company will post on its EBB a notice of its intent to make such customer list available. The notice shall describe the date the customer list will be made available, and the method by which the customer list will be made available to all Suppliers.

9) The Company will, to the extent practicable, separate the activities of its operating employees from its affiliate marketing employees in all areas where their failure to maintain independent operations may have the effect of harming customers or unfairly disadvantaging unaffiliated Suppliers under the Company's transportation programs.

10) Company shall not condition or tie its agreements for gas supply or for the release of interstate pipeline capacity to any agreement by a gas Supplier, customer or other third party in which its marketing affiliate is involved.

11) Company and its marketing affiliate shall keep separate books of accounts and records.

12) Neither the Company nor its marketing affiliate personnel shall communicate to any customer, Supplier or third party the idea that any advantage might accrue for such customer, Supplier or third party in the use of Company's service as a result of that customer's, Supplier's or other third party's dealing with any Supplier including its marketing affiliate.

13) The Company's complaint procedure for issues concerning compliance with these standards of conduct is as follows. All complaints, whether written or verbal, shall be referred to the Company's designated attorney. The Company's designated attorney shall orally acknowledge the complaint within five (5) working days of receipt. The complainant party shall prepare a

Duke Energy Ohio
139 East Fourth Street
Cincinnati, Ohio 45202

COMPANY STANDARDS OF CONDUCT WITH RESPECT TO MARKETING AFFILIATES (Contd.)

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. The 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. He or she shall keep a file with all such complaint statements for a period of not less than three (3) years.

14) The Company shall not offer its affiliate Supplier a discount or fee waiver for transportation services, balancing, meters or meter installation, storage, standby service or any other service that would advantage the Company's affiliate Supplier.

15) The Company will not use its name and logo in its marketing affiliate's promotional material, unless the promotional material discloses in plain, legible or audible language, on the first page or at the first point where the Company's name and logo appear, that its marketing affiliate is not the same entity as the Company. The Company is also prohibited from participating in exclusive joint activities with any Supplier, including its affiliate, such as advertising, marketing, sales calls or joint proposals to any existing or potential customers.

SERVICE REGULATIONS

The supplying of, and billing for, service and all conditions applying thereto are subject to the jurisdiction of the Public Utilities Commission of Ohio, and to Company's Service Regulations currently in effect, as filed with the Public Utilities Commission of Ohio, as provided by law.

ATTACHMENT B

DUKE ENERGY OHIO, INC.
GAS SUPPLY AGGREGATION/CUSTOMER POOLING AGREEMENT
ASSOCIATED WITH FIRM TRANSPORTATION PROGRAM

This Agreement is made and entered into this _______ day of_________, 2007, between Duke Energy Ohio, Inc., an Ohio corporation, 139 East Fourth Street, Cincinnati, Ohio 45202, hereinafter "Company", and ___________________________,__a(an) ____corporation ____________________, hereinafter "Supplier."

WHEREAS, Supplier has secured firm supplies of natural gas which it intends to supply and sell on a firm, full gas requirements basis to gas customers located on the Company's system, all within the parameters established by the Company for its Firm Transportation Service Program.

WHEREAS, Company is willing and able, pursuant to the terms of this Agreement, to accept gas delivered into its city gate receipt points by Supplier and to redeliver such gas supplies to Supplier's aggregated pool of customers, all of whom have elected Firm Transportation Service from the Company under its Firm Transportation Service tariffs, Rates RFT, RFTLI, FT-L and FT-S.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, Company agrees to permit aggregations/pooling services and Supplier hereby agrees to aggregate natural gas supplies for all aggregations/pools served under this Agreement in accordance with the following terms and conditions:

ARTICLE I

Definitions

For purposes of interpreting this Agreement the following definitions shall apply:

1. Adjusted Target Supply Quantities. "Adjusted Target Supply Quantities", or "ATSQ", is defined as the Target Supply Quantities plus or minus any adjustments that the Company may require the Supplier to make to its daily deliveries (i.e., Annual Reconciliation volumes) plus the daily firm (Rate FT) requirements of all customers being served by the Supplier under Rate IT.

2. Commission. "Commission" means the Public Utilities Commission of Ohio.

3. Company. "Company" means Duke Energy Ohio.

4. Customer(s). "Customer(s)" means a residential or non-mercantile recipient of Firm Transportation Services provided by the Company, which secures its supply of gas from Supplier.

5. Firm Transportation Service. "Firm Transportation Service" means service under Residential Firm Transportation Service (Rate RFT – Sheet No. 33), Residential Firm Transportation Service – Low Income (Rate RFTLI – Sheet No. 36), Firm Transportation Service - Large (Rate FT-L – Sheet No. 37) or Firm Transportation Service – Small (Rate FT-S – Sheet No. 52).

6. Maximum Daily Quantities. "Maximum Daily Quantities", or "MDQ", means the expected natural gas usage for a Supplier's Pool of Customers on the Company's system design peak day.

7. Mercantile Customer. "Mercantile Customer" has the meaning set out in division (L) of section 4929.01 of the Ohio Revised Code. In summary, it means a customer that; (1) consumes, other than for residential use, more than 5,000 Ccf of natural gas per year at a single location or as part of an undertaking having more than 3 locations within or outside the state; and (2) that has not filed a declaration with the Commission.

8. Negative Imbalance Volume. "Negative Imbalance Volume", or "Under-deliveries", is the amount by which the sum of all volumes actually delivered to the Pool Customers during the period exceeds the sum of the volumes available for redelivery by the Company to the Pool during the same period.

9. Operational Flow Order. "Operational Flow Orders", or "OFOs", are notices issued by the Company via its electronic bulletin board (EBB) or fax transmission requiring Suppliers to adjust their daily deliveries into the Company's system to match, match or be less than, or match or be more than their Adjusted Target Supply Quantity for the Supplier's Pool of Customers receiving Firm Transportation Service. Supplier shall be required to deliver natural gas, or cause natural gas to be delivered, into the Company's specified city gate receipt points, if it is determined by the Company to be necessary and the specified receipt points and amounts are identified in the OFO notice posted on the EBB.

10. Over-deliveries. "Over-deliveries", or "Positive Imbalance Volume", is the amount by which the sum of all volumes actually delivered to the Pool Customers during the period is less than the sum of the volumes available for redelivery by the Company to the Pool during the same period.

11. Pool Customer. "Pool Customer" means a recipient of Firm Transportation Service provided by the Company under Tariff Sheet Nos. 33, 36, 37 or 52 who receives gas supply from a Supplier as a member of a Pool.

12. Pooling Program. "Pooling Program" refers to the services provided under Residential Firm Transportation Service (Rate RFT – Sheet No. 33), Residential Firm Transportation Service – Low Income (Rate RFTLI – Sheet No. 36), Firm Transportation Service – Large (Rate FT-L – Sheet No. 37), Firm Transportation Service – Small (Rate FT-S – Sheet No. 52) and Full Requirements Aggregation Service (Rate FRAS – Sheet No. 44).

13. Pooling Service. "Pooling Service" is a service provided by the Company that allows Suppliers (marketers, Suppliers, brokers, and producers) to deliver to the Company, on an aggregated basis, those natural gas supplies that are needed to satisfy the full firm requirements of the one, or more, firm transportation customers that comprise the membership of the Supplier's "pool", all in accordance with rules that the Company has established regarding delivery requirements, advancing, banking, billing and payments, bonding, Supplier performance requirements, and other similar requirements for participation as a "Supplier" in the Company's Firm Transportation Service programs.

14. Positive Imbalance Volume. "Positive Imbalance Volume", or "Over-deliveries", is the amount by which the sum of all volumes actually delivered to the Pool Customers during the period is less than the sum of the volumes available for redelivery by the Company to the Pool during the same period.

15. Program. "Program" means the Company's firm transportation/supply aggregation customer choice program under Rate RFT, Rate RFT-LI, Rate FT-L and Rate FT-S, and Rate FRAS, respectively.

16. PUCO. "PUCO" means the Public Utilities Commission of Ohio.

17. The Pool. A group of one or more customers, joined together by the Supplier for supply management purposes under this Agreement, which are receiving service pursuant to the Company's firm transportation tariffs.

18. Target Supply Quantities. "Target Supply Quantities", or "TSQ", are defined as daily city gate delivery quantities determined from statistical models used to estimate the daily gas usage of the full requirements firm customers in Supplier's Pool. These daily gas usage estimates are adjusted for Unaccounted-for Gas Losses and converted from volumetric to thermal quantities.

19. Unaccounted-for Gas Loss. "Unaccounted–for Gas Loss" is the difference between the Company's total available gas commodity and the total gas commodity accounted for (metered) as sales and transported

volumes.. The difference is comprised of factors including but not limited to leakage, discrepancies due to meter inaccuracies, Company use and with the use of cycle billing, an amount of gas used but not billed.

20. Unaccounted-for Percentage. “Unaccounted-for Percentage” means a percentage calculated by dividing the difference between: (1) the aggregate volume of gas received into Company’s system from the interstate pipelines plus the volume of vaporized propane, all converted to Mcf using the Btu content associated with such supply source; and (2) the aggregate volume consumed by all of Company’s gas customers over that same period, by the Mcf volume calculated in item (1) above.

21. Under-deliveries. “Under-deliveries”, or “Negative Imbalance Volume”, is the amount by which the sum of all volumes actually delivered to the Pool Customers during the period exceeds the sum of the volumes available for redelivery by the Company to the Pool during the same period.

ARTICLE II

Term

The term of this Agreement shall commence on the first day of the month after execution hereof and, subject to Suppliers' continued compliance with the requirements outlined herein for participation in this program, shall continue in effect thereafter for a primary term of twenty-four (24) months**.** Thereafter, this Agreement shall continue from month to month, unless terminated by either party, upon at least ninety (90) days advance written notice. However, in no case shall this Agreement be terminated during a winter month (November through March), unless such winter period termination date is mutually agreed upon by both the Company and Supplier and/or except pursuant to the provisions of Articles III, VI, and X of this Agreement. Supplier shall be required to incorporate sufficient flexibility into its pooling agreements with its end-user customers that it serves, so that the operation of this provision will not contravene end-user customers' rights under those agreements. In the event this Agreement is terminated in accordance with the procedures contained herein, Supplier's customers shall be given the option of either electing an alternate Supplier, or returning to the Company's system supply, in accordance with the procedures outlined in Case No. 85-800-GA-AIR, as modified by the Commission from time to time.

ARTICLE III

Requirements For Program Participation

The Company shall have the right to establish reasonable standards for participation in this Program, provided it does so on a non-discriminatory basis. Accordingly, in order to participate as a Supplier in the Company's Firm Transportation Program, Supplier shall upon request provide the Company, on a confidential basis, with balance sheet and other financial statements, and with appropriate trade and banking references. Supplier also agrees to allow the Company to conduct a credit investigation as to Supplier's credit worthiness and will pay a fee to the Company to cover the cost of a credit check, as set forth in Sheet No. 45 of the Company’s P.U.C.O. Gas No. 18 tariff. Further, if the Company determines that it is necessary, Supplier agrees to maintain a cash deposit, an irrevocable letter of credit at a Company approved bank of the Supplier's choosing, or such other financial instrument, as the Company may require during the term of this agreement in order to assure Supplier's performance of its obligations under this Agreement. In order to assure that the value of such financial security instruments remains proportional to Supplier's potential liability under this Agreement, the required dollar amounts of such instruments shall be adjusted at the sole discretion of the Company, as customers are added to, or deleted from, Supplier's pool. Supplier agrees that, in the event it defaults on its obligations under this Agreement and in order to satisfy Supplier’s obligations under this Agreement, Company shall have the right to use such cash deposit, the proceeds from such irrevocable letter of credit, the proceeds from any other financial instrument agreed upon by the parties, and set-off against such obligations any revenue obtained through Company’s billing on Supplier’s behalf or any other revenues obtained by the Company as a result of any and all agreements and relationships between Company and Supplier. Such proceeds shall be used to secure additional gas supplies, including payment of the costs of the gas supplies themselves, the costs of transportation, storage, gathering and other related costs incurred in bringing those gas supplies into the Company's system. The proceeds from such instruments shall also be used to satisfy any outstanding claims that the Company may have against Supplier, including imbalance charges, cash-out charges, pipeline penalty charges, annual reconciliation charges, and other amounts owed to the Company, and arising from, Supplier's participation in this pooling program.

In the event Supplier elects, or is forced, to terminate its participation in this Program in accordance with the provisions of this agreement, it shall continue its obligation to maintain its financial security instrument until it has satisfied all of its outstanding claims of the Company.

In addition to the above financial requirements, the Company may impose reasonable standards of conduct for Suppliers, as a prerequisite for their participation in the Program. Supplier acknowledges that in its capacity as a Supplier in this Program, it has a continuing responsibility to conduct its business in a legal and ethical manner. If, as a result of customers' complaints, and/or from its own investigation, the Company determines, in its sole judgment, that Supplier is not operating under this Agreement in an ethical and/or legal manner, then the Company shall have the right to proceed as stated in the Consequences of Supplier's Failure to Perform or Comply section of P.U.C.O. Gas No. 18, Sheet No. 44 which may result in cancellation of this Agreement and denial of Supplier's further participation in this pooling program in accordance with the procedures described in Article X of this Agreement.

Company will maintain a list of Suppliers, who have met the pooling program's financial and performance requirements. This list will be made available to customers upon request.

ARTICLE IV

Full Requirements Service

In exchange for the opportunity to participate in the Company's Firm Transportation Program, Supplier agrees to supply its Pool Customers' full service requirements for natural gas on both a daily and monthly basis. Company's Firm Transportation Program requires that Supplier, as a participant in the Program, accepts supply co-management responsibility, as defined hereinafter, as a quid pro quo for its participation in this pooling Agreement.

ARTICLE V

Supply Co-Management Defined

Supplier agrees to deliver gas supplies into the Company's designated city gate receipt points on a daily basis, in accordance with the aggregate usage requirements of all those customers that comprise the Supplier's pool. However, inasmuch as it is economically and operationally impractical to install metering that will allow the Company to monitor each pool member's daily usage for aggregation and comparison with the gas supplies that are delivered to the Company's city gate receipt points, Supplier's gas supply co-management/balancing responsibilities under this Agreement shall be defined as follows:

1. The Company will maintain statistical models that will be used to estimate the daily gas usage of the full requirements firm customers in Supplier's pool. These daily gas usage estimates, as adjusted for Unaccounted-for Gas Losses, and converted from volumetric to thermal quantities, will be identified as Supplier's Target Supply Quantities. (Note: The Unaccounted-for Gas Loss adjustment will be based on the Company's system average Unaccounted-for Percentage.) A database will be created by the Company, which, at a minimum, will track daily usage estimates on an aggregated basis for all full requirements firm customers in Supplier's pool.

2. A daily load forecast methodology, developed by the Company, will be used to form the daily Target Supply Quantity for each Supplier's pool. The daily estimates by revenue class in each Supplier's pool will be calculated using only the usage information of firm full requirements customers. These daily

estimates are then adjusted for Unaccounted-for Gas Losses, and converted to Dth. The revenue class estimates for each Supplier are then combined to form the Target Supply Quantity for the Supplier's overall pool. Suppliers are responsible for informing the Company when their customer's load profiles deviate significantly from their historical load profiles. The Company will make the necessary adjustments to the Target Supply Quantity calculation to account for the new profiles.

3. Starting with the Supplier's daily Target Supply Quantity, the Company will each morning by 9:00 A.M. EST post, via its electronic bulletin board (EBB), an Adjusted Target Supply Quantity that Supplier will be required to deliver into the Company's designated city gate receipt points during the following day. The Adjusted Target Supply Quantity is defined as the Target Supply Quantity, plus or minus any adjustments that Supplier is required to make to its daily deliveries pursuant to Paragraph (5) of this Article V, plus FT requirements for IT customers, consisting of daily deliveries for the firm requirements of customers being served under both Rate IT and Rate FT, in quantities as specified in the Customer Pooling Agreement, which are adjusted for Unaccounted-for Gas Losses, and converted to Dth. By 1:00 P.M. E.S.T. each day, Supplier shall notify the Company via its EBB of its total city gate nominations for the next day, by Company Rate Schedule, for each pipeline company delivering into the Company's system.

4. The Adjusted Target Supply Quantities that are used to define the Supplier's next day delivery obligations shall also be the quantities against which Supplier's pipeline confirmed daily deliveries into the Company's system combined with quantities to/from Supplier's Rider EFBS (Enhanced Firm Balancing Service) balancing service if applicable, are compared in order to determine Supplier's daily overrun/underrun volumes. Daily overrun/underrun volumes determined in this manner shall form the bases for daily cash-outs, OFO charges, daily overrun/underrun charges, daily pipeline penalty charge flow throughs, and any other charges under this Agreement that are levied based on Supplier's failure to deliver the Adjusted Target Supply Quantities of gas into the Company's system.

5. As the final element of its gas supply co-management obligation, Supplier shall be required to reconcile annually its gas deliveries into the Company's system with the actual billed transportation volumes delivered to end-user customers within the Supplier's pool. Such reconciliation will normally be calculated during the summer months so that any differences between calendar month and billing cycle degree-day deficiencies are minimized. The actual billed transportation volumes for the reconciliation period will be determined by adding together the transportation quantities from the Monthly Summary Billing Reports for Supplier's pool. Such sum shall be adjusted for Unaccounted-for Gas Losses and converted from volumetric to thermal quantities.

   Supplier's deliveries into the Company's system will be based on the actual pipeline delivery reports for the reconciliation period, as adjusted for recorded cash-outs between the Supplier and the Company and deliveries to/from the Supplier's Rider EFBS balancing service if applicable and other gas deliveries or exchanges.

   Once the Company determines the extent of any imbalance for the reconciliation period, it will have the Supplier adjust its daily deliveries above or below the calculated Target Supply Quantities for some specified period of time until any imbalances are cured. However, in no case shall the Adjusted Target Supply Quantity be a negative number. Daily overrun/underrun calculations will be adjusted to take into account any such adjustments to Supplier's daily delivery requirements. The Company shall post any required daily delivery adjustment via the EBB at least two (2) days prior to the date that Supplier is required to begin its daily delivery adjustment. This imbalance may also be reconciled through a storage inventory adjustment or an adjustment to the Supplier's Rider EFBS bank balance if applicable.

6. Company reserves the right to direct each Supplier to proportionally deliver, with respect to the Company's northern and southern interstate pipeline receipt points, the Supplier's daily pool requirements in addition to the quantities of gas intended for the Supplier's bank under Rider EFBS. For

Suppliers who receive service under EFBS, the north/south split for volumes up to the TSQ shall be the same as the split for Suppliers who do not receive service under EFBS and system supply. Volumes in excess of the TSQ will be subject to north/south restrictions in accordance with the Company's ability to inject gas per its agreements with the storage service providers.

7. OFOs shall be issued by Company in those situations where it is necessary, in Company's sole judgement, for Supplier to deliver at specified receipt points and/or for Supplier to deliver at the Adjusted Target Supply Quantity in order for Company to: (a) protect the integrity of Company's gas system; (b) assure deliveries or gas supplies to all of Company's firm customers; and/or (c) adhere to the various interstate pipeline companies' balancing requirements, as stated in their FERC approved gas tariffs under which Company is served. Suppliers who receive Rider EFBS service shall be entitled to use such service, which shall be considered on-system deliveries to meet OFO requirements.

ARTICLE VI

Billing And Charges

The Company will provide Suppliers with individual pool customers' actual billing cycle usage data as customers are billed throughout the month by the Company for Firm Transportation Service.

Supplier's transportation quantities shall be determined from the Company's Monthly Summary Billing Report, which reflects customer's actual billed transport volumes, as generated within the Company's revenue reporting system.

Prior to April 1, 2025, Supplier shall be billed charges for services received under the Rider FBS (Firm Balancing Service) or EFBS (Enhanced Firm Balancing Service) based on the balancing service(s) elected or required for its Program Pool(s). Should Supplier's daily deliveries combined with quantities to/from Supplier's Rider EFBS balancing service, if applicable, not equal their Adjusted Target Quantities, then the Company will either buy-down Supplier's excess deliveries, or sell Supplier additional gas quantities until the daily Adjusted Target Supply Quantities are matched as further described below. However, if Supplier repeatedly and significantly fails to honor its delivery obligations within the tolerances established for this program, after adequate notice and opportunity to cure, Supplier shall be removed from the program, and the customers that it serves will have the option of either returning to system supply or electing another Supplier.

On those days when Supplier delivers quantities of gas into the Company's system that are in excess of the Adjusted Target Supply Quantity, Company shall purchase the excess quantities as required in order for Supplier to match his daily Adjusted Target Supply Quantities except when Supplier is receiving balancing service under Company's Tariff Rider EFBS as further described below. These over-deliveries shall be cashed out to the Supplier at the first of the month index published in Inside F.E.R.C. Gas Market Report, Prices of Spot Gas Delivered to Pipelines, Columbia Gulf Transmission Co., Mainline Index, first publication of the month following the delivery month, plus Columbia Gulf and Columbia Gas Transmission pipelines' commodity transportation costs, plus fuel, to the Company's city gate.

On those days when Supplier delivers quantities of gas into the Company's system that are less than the Adjusted Target Supply Quantities, the Company shall sell, and Supplier shall buy, such quantities of gas as are required in order for Supplier to match his daily Adjusted Target Supply Quantities except when Supplier is receiving balancing service under Company's Tariff Rider EFBS as further described below. These under-deliveries shall be cashed out to the Supplier at the first of the month index published in Inside F.E. R. C. Gas Market Report, Prices of Spot Gas Delivered to Pipelines, Columbia Gulf Transmission Co., Mainline Index, first publication of the month following the delivery month, plus Columbia Gulf and Columbia Gas Transmission pipelines' commodity transportation cost, plus fuel, to the Company's city gate plus Company's Rider ETR, Ohio Excise Tax Liability Rider.

On days when OFOs are issued, any gas delivered by Supplier on these days in excess of Adjusted Target Supply Quantities will be confiscated by the Company and used for its general supply requirements, without compensation to Supplier except when Supplier is receiving balancing service under Company's Tariff Rider EFBS as further described below. In addition, Company shall flow through to Supplier any penalty charges that it incurs from its pipelines for such excess deliveries, provided such penalties can be attributed to Supplier's over deliveries.

On days when OFOs are issued and Supplier delivers less than its Adjusted Target Supply Quantities, the Company shall sell, and Supplier shall buy, quantities of gas as are required for Supplier to match his daily Adjusted Target Supply Quantities except when Supplier is receiving balancing service under Company's Tariff Rider EFBS as further described below. The price for such quantities shall be the higher of the cash-out charge described above for under deliveries, or the Company's actual costs of replacement supplies. In addition, the Company shall flow through to Supplier any penalties that Company incurs from its suppliers, or transporters, that are attributable to Supplier's under deliveries.

The only exception to the above two paragraphs regarding OFO's shall be on those OFO days when the Company grants Supplier, authorization to make over/under deliveries. On these days, Company will waive the regular cash out charges described above, waive the confiscation of gas supplies, and waive the flow through of pipeline penalty charges on all authorized excess/under deliveries. The Company shall grant authorization for excess/under deliveries on a non-discriminatory basis.

If Supplier is receiving balancing service under Company's Rider EFBS, Supplier is required to deliver gas under the terms of the Rider. Deliveries in excess or less than the Adjusted Target Supply Quantities will be increases or decreases to the Supplier's EFBS bank balance. When the Company's storage service provider is not authorizing over injections or over withdrawals, Supplier will be held to their designated MDDQ (Maximum Daily Delivery Quantity) and MDBQ (Maximum Daily Bank Quantity) as determined by Rider EFBS. Deliveries to the Company in excess of the Suppliers Adjusted Target Supply Quantity plus their MDBQ will be confiscated by the Company and used for its general supply requirements, without compensation to Supplier. Deliveries to the Company combined with Supplier's MDDQ that are less than the Supplier's Adjusted Target Supply Quantity will be sold to the Supplier at the higher of the cash-out charge described above for under deliveries, or the Company's actual costs of replacement supplies.

Suppliers shall have the right to make daily/monthly inter-pool trades under Rate GTS, Gas Trading Service.

The Company shall have the right to update all of its charges under this Agreement on the basis of its actual cost experience. All revenues collected from Supplier pursuant to the provisions of Article VI of this Agreement shall be flowed back to sales customers through the Company's Gas Cost Recovery mechanism.

ARTICLE VII

Compensation For Gas Utilized by Company

In the event the Company, acting pursuant to regulations or guidelines then in effect of government agencies having jurisdiction over such matters, utilizes natural gas supplies of the Supplier in order to assure gas supply to human needs and public welfare customers as defined in PUCO Case No. 85-800-GA-COI, the Company will reimburse Supplier for such usage upon the presentation of invoices by Supplier documenting its delivered cost for such natural gas.

ARTICLE VIII

Payment

On or about the tenth work day of the month, the Company shall render to Supplier a statement of the quantities delivered and amounts owed by Supplier for the prior billing month, including prior month's late payment charges. Suppliers shall have ten (10) days from the date of such statement to render payment to the Company. Invoices for under $100,000 may be paid by check, but payment must be postmarked within ten (10) days of the invoice date. Invoices of over $100,000 must be paid by Electronic Funds Transfer within ten (10) days of the invoice date. In any case, when the due date falls on a holiday or weekend, payment will be due on the following business day.

If payment is not made by Supplier by the due date, as described above, an additional cost will be added to the charges otherwise due, and determined by applying the daily equivalent of the currently effective prime rate, plus two (2) percent to the unpaid balance for each day until payment is received. When a bill has remained unpaid for a period of thirty (30) days after rendition by the Company, and no other financial arrangements have been agreed upon, the Company may, at its sole option, and without liability therefor, suspend or cancel such Agreement with Supplier after giving written notice of its intention to do so, but such suspension or cancellation shall not discharge Supplier from its obligation to pay such bill or from any other obligation under this Agreement, nor does such suspension or cancellation preclude the Company from any rights or remedies it does or may have at law or in equity to enforce any of the provision of this Agreement.

ARTICLE IX

Interstate Pipeline Capacity

As a prerequisite for its participation in this Program, Supplier agrees, as agent for its pool customers, to acquire firm interstate pipeline capacity into the Company's system in amounts equal to the aggregate MDQ of Supplier's customer pools less the firm interstate pipeline capacity assigned to the Supplier by the Company, including the MDDQ associated with the EFBS program, as more fully described below. The Company shall have the right to periodically review the level and assignment of Supplier's capacity contracts in order to assure adequate MDQ coverage.

Due to the physical configuration of the Company's system, and certain upstream interstate pipeline facilities, and to enable the Company to comply with lawful interstate pipeline tariffs and/or to maintain the Company's system integrity, the Company reserves the right to direct each Supplier to proportionally deliver, with respect to the Company's northern and southern interstate pipeline receipt points, the Supplier's daily pool requirements, which shall include any use by Supplier of its EFBS bank so that Supplier's total deliveries, including flowing supply and EFBS bank withdraw, need not exceed Supplier's MDQ. Specific delivery requirements will be electronically posted by the Company.

If Supplier's aggregate Pools' MDQ exceeds 6,000 Dth/day and Supplier adds 3,000 Dth/day of additional MDQ over Supplier's MDQ as of April 1, 2007, Supplier shall be assigned a proportionate amount of Company's interstate pipeline firm transportation capacity by Company on a seasonal basis. This MDQ criterion will be reviewed by the Company semi-annually based on the MDQ as of September 30th with any release/recall becoming effective the following November 1st through March 31st, and on the MDQ as of February 28th, with any release/recall becoming effective the following April 1st through October 31st.

1. Supplier will be notified of any change to its released capacity by October 15th for winter capacity and by March 15th for summer capacity.

2. The assignment shall be structured as a release of capacity. The posted rate will be the rate for which the Company has contracted with the interstate pipeline. Any capacity with a discounted rate will be posted open to bids, with Supplier being the prearranged bidder. All other capacity will be posted at the pipeline's maximum rate with Supplier being the prearranged shipper.

3. Company shall assign interstate pipeline firm transportation capacity consistent with its delivery north/south allocation percentages and on a pro-rata basis to Company's total capacity for the designated pipelines or the parties may choose a mutually agreed-upon assigned capacity portfolio. During the summer months of April through October, the Company's Firm Transportation

capacity shall be reduced by the Company's maximum daily injection rights on Columbia Gas Transmission's Firm Storage Service for purposes of determining the pro-rata share for suppliers who are not receiving ~~Rider Firm Balancing Service (FBS) rather than~~ Rider Enhanced Firm Balancing Service (EFBS).

4. Capacity will be assigned to Supplier on a recall-and-reput basis. Company shall release this capacity utilizing the appropriate pipeline company's electronic bulletin board and Supplier shall execute the service agreements so generated by the pipelines five (5) days prior to the end of the month to enable Supplier to nominate gas suppliers under the service agreements for the following month. If Supplier fails to execute the service agreements the charges for the released capacity will be added to the Supplier's Pool Invoice for the month.

5. Prior to the capacity release process, Supplier shall comply with the appropriate pipeline's credit review and establish itself on the pipeline's Approved Bidders List (as defined in the interstate pipeline company's tariff).

6. Company, as releasing shipper under a recallable release, remains liable to the pipeline for reservation charges, and any applicable surcharges. Supplier will provide sufficient financial guaranty to the Company of its ability to pay such pipeline charges.

7. Company reserves the right to change the type of information required as well as the nomination deadline to comply with the requirements of the interstate pipeline companies.

8. There will be no restrictions on Supplier's use of the released capacity at such times that it is not required to deliver gas to Company's system.

9. Supplier may re-release all or a portion of the capacity to a Replacement Shipper who meets all the requirements to which the Supplier is subject including but not limited to, Company's right of recall. A re-release shall not relieve Supplier of its obligation under the provisions of the capacity release.

10. Supplier, after receiving such assignment shall pay the pipeline(s) directly for all charges associated with the use of released capacity, including (without limitation) demand charges, commodity charges, taxes, surcharges, fuel allowances, imbalance and overrun charges, and penalties.

11. Supplier shall not revise receipt and delivery points of the interstate pipeline company firm transportation capacity released by Company, without written consent from Company. Supplier will be responsible for operating the assigned capacity consistent with all the terms and conditions set forth in the tariffs of Company and the applicable pipeline companies.

12. For purposes of determining the amount of capacity to be released, a Supplier's MDQ will be adjusted for known significant changes to the Supplier's customers expected for the following season.

ARTICLE X

Remedies

1. Defaults. In addition to other rights to terminate or cancel that appear elsewhere in this Contract, if Company or Supplier fails to perform, to a material extent, any of the obligations imposed upon either under this Agreement, then the other party may, at its option, terminate or cancel this Agreement by

causing written notice thereof to be served on the party in default, stating specifically the cause for terminating or canceling this Agreement and declaring it to be the intention of the party giving the notice to terminate or cancel the same. In the event a party receives notice of termination or cancellation made pursuant to this Article, the party in default shall have thirty (30) days after the service of the aforesaid notice in which to remedy or remove the cause or causes stated in the notice for terminating or canceling this Agreement, and if, within said period of thirty (30) days, the party in default does so remedy or remove said causes, then such notice shall be deemed to have been withdrawn and this Agreement shall continue in full force and effect. If the party in default does not so remedy or remove the cause or causes within said period of thirty (30) days, then, at the option of the party giving notice, this Agreement shall terminate or cancel as of the expiration of said 30-day period. Any termination or cancellation of this Contract, pursuant to this Article 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 this Agreement.

2. Sole and Exclusive Remedies. The liquidated damages, termination rights, cancellation rights, and interest payments outlined in this Agreement for non-performance herein shall be Company and Suppliers' respective sole and exclusive remedies for such non-performance. In no event shall either party be liable for special, incidental, exemplary, punitive, indirect or consequential damages including, but not limited to, loss of profit or revenue, cost of capital, cost of substitute products, downtime costs, or claims for damages by third parties upon Company or Supplier. This applies whether claims are based upon contract, warranty, tort, (including negligence and strict liability), or other theories of liability.

ARTICLE XI

Force Majeure

If either Supplier or Company is unable to fulfill its obligations under this Agreement 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. Neither of the following shall be considered a force majeure condition: (1) changes in market conditions that affect the acquisition or transportation of natural gas; or (2) failure of Supplier to deliver or Pool Customers to consume scheduled gas volumes.

The party claiming force majeure will use due diligence to remove the cause of the force majeure condition and resume delivery or consumption of gas previously suspended. Gas withheld from the Supplier or Pool Customers during a force majeure condition will be delivered upon the end of such condition as soon as practicable.

ARTICLE XII

Title to Gas

Supplier warrants that it will have good title to all natural gas delivered to the Company hereunder, and that such gas will be free and clear of all liens, encumbrances, and claims whatsoever, and that it will indemnify the Company, and save it harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of a breach of such warranty.

ARTICLE XIII

Limitation of Third Party Rights

This Agreement is entered into solely for the benefit of Duke Energy Ohio and the Supplier and is not intended and should not be deemed to vest any rights, privileges or interests of any kind or nature to any third party, including, but not limited to the customer group that Supplier establishes under this Agreement.

ARTICLE XIV

Succession and Assignment

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto. However, no assignment of this Agreement, in whole or in part, will be made without the prior written approval of the non-assignee party. The written consent to assignment shall not be unreasonably withheld.

ARTICLE XV

Applicable Law and Regulations

This Agreement shall be construed under the terms of the Company's P.U.C.O. Gas No. 18 tariff, as may be amended from time to time with the approval of the Commission. In the event the terms of this Agreement and said tariff differ in any regard, the terms of the tariff shall control.

This Agreement shall be construed under the laws of the State of Ohio and shall be subject to all valid applicable State, Federal and local laws, rules, orders, and regulations. Nothing herein shall be construed as divesting or attempting to divest any regulatory body of any of its rights, jurisdiction, powers or authority conferred by law.

ARTICLE XVI

Notices and Correspondence

Written notice and correspondence to the Company shall be addressed as follows:

Duke Energy Ohio, Inc.
P. O. Box 960
Cincinnati, Ohio 45201-0960
Attention: Manager, City Gate Operations

Telephone notices and correspondence to the Company shall be directed to (513) 287-4042. Operational notices to the Company shall be directed to the above address, Attention: Gas Control, telephone (513) 287-2559. Fax notices to the Company shall be directed to (513) 287-2018.

Written notices and correspondence to the Supplier shall be addressed as follows:

____

____

____

Telephone notices to the Supplier shall be directed to (   ) ______________________.
Fax notices to the Supplier shall be directed to (   ) __________________________.

ATTACHMENT B

Either party may change its address for receiving notices effective upon receipt, by written notice to the other party.

IN WITNESS HEREOF, the parties hereto executed this Agreement

on the day and year first above written.

WITNESS: Duke Energy Ohio, Inc.

_______________________ By _______________________

Title _______________________

WITNESS: SUPPLIER

_______________________ By _______________________

_______________________ Title _______________________

RIDER EFBS

ENHANCED FIRM BALANCING SERVICE

APPLICABILITY

Applicable to pools served by gas suppliers/aggregators that secure their own total upstream pipeline capacity necessary to meet the aggregated peak day requirements as more fully described under the Assignment of Capacity provision contained in Rate FRAS, Full Requirements Aggregation Service, Sheet No. 44, and that ~~elect or~~ are required to receive service for such pools under Rider EFBS ~~rather than Rider FBS (Firm Balancing Service)~~, or elect to receive service under Rider EFBS prior to April 1, 2025.

SERVICE

a) Service provided under Enhanced Firm Balancing Service (EFBS) shall be subject to the limitations set forth below. Such service shall be provided on a firm basis and shall apply to all gas delivered to the Company for the Supplier and provided pursuant to this tariff, up to the Bank Contract Quantity (BCQ) set forth herein. Supplier's Maximum Daily Delivery Quantity (MDDQ) shall be that specified herein.

b) Initial allocation of EFBS shall be as follows:

1. Any Supplier whose FRAS Pool Maximum Daily Quantity (MDQ) exceeds ~~1~~6,000 Dth/day, or 1,000 Dth/day prior to April 1, 2025, shall be allocated EFBS with an MDDQ equal to the proportion of the Company's no-notice balancing service quantity to its firm system design day times the Supplier's MDQ adjusted up to the nearest factor of 3,000.

c) Prior to April 1, 2025, Suppliers with a FRAS Pool MDQ less than 1,000 Dth/day shall continue under the Company's Rider FBS~~.~~ and Suppliers with a FRAS Pool MDQ greater than or equal to 1,000 Dth/day and less than 6,000 Dth/day shall have the option of receiving balancing service under EFBS or continuing under the Company's Rider FBS. Suppliers with a FRAS Pool MDQ greater than or equal to 6,000 Dth/day shall receive service under Rider EFBS. The determination will be made based on the MDQ as of December 31 of the preceding year based on the combination of all firm pools operated by the same company, and will become effective on April 1. Supplier pools for process-only load, comprised entirely of customers whose loads are not weather dependent (e.g. gas fired electric generation), shall be exempt from receiving service under EFBS. A Supplier that was receiving service under Rider EFBS as of March 31, 2025 may remain on Rider EFBS even if their Pool MDQ is less than 6,000 Dth/day. The annual election, if applicable, shall be made on or before January 15 of each year to become effective on April 1 of each year.

d) Incremental allocation/reduction of EFBS shall be as follows:

1. Any Supplier whose MDQ crosses a factor of 3,000 Dth/day (herein, threshold) shall receive an allocation/reduction of its EFBS with an MDDQ equal to the proportion of the Company's no-notice balancing service quantity to its firm system design day times the Supplier's threshold (3,000 Dth/day), which will remain effective from the first of the following month in which the threshold was reached until such time as another threshold is reached.

SERVICE (Contd.)

2. For purposes of determining increases to the EFBS bank and MDDQ, the supplier's MDQ must exceed the next threshold by at least 500 Dth per day or exceed the threshold by a lower amount for three (3) consecutive months. For purposes of determining decreases to the EFBS bank and MDDQ, the supplier's MDQ must be at least 500 Dth per day lower than the previous threshold or remain under the previous threshold by a smaller amount for three (3) consecutive months. For situations where the threshold has been either exceeded or decreased as stated in the previous two sentences, measurements shall occur on the 25th day of each month, unless such day is not a business day, in which case such measurement shall occur on the next following business day.

e) The Supplier's BCQ ratio to its allocated MDDQ will be equal to the Company's ratio of daily no-notice balancing service quantity to its annual no-notice storage quantity with its storage service provider. The Company's ratio shall be determined on an annual basis. Prior to April 1, 2025, ~~B~~both the Company's no-notice balancing service quantity and its annual no-notice storage quantity with its storage service providers will be established prior to the notification deadline for selecting EFBS service, and will not be changed within the associated gas year. The Company may adjust those percentages to reflect changes in the Agreement with its storage service provider, which may also necessitate changes in pricing with respect to the service. Prior to April 1, 2025, ~~A~~any changes to the percentages or prices will be communicated to Suppliers on or before January 1 each year and will become effective to coincide with the Supplier's opportunity to select either FBS or EFBS service as outlined in Rate FRAS.

When initial or incremental EFBS is allocated to a Supplier, or recalled from a Supplier effective on the first day of any month, and the adjusted BCQ causes the Supplier's percent of EFBS bank to BCQ to be outside of the range specified below, then the Supplier must purchase, sell or transfer the required amount of bank so that the percent of EFBS bank to BCQ is within the specified range, within three (3) business days of the first day of the month such change is to become effective.

	Minimum	Maximum
April	0%	25%
May	0%	60%
June	14%	60%
July	34%	60%
August	54%	85%
September	75%	85%
October	88%	98%
November	95%	98%
December	78%	98%
January	59%	98%
February	36%	65%
March	18%	45%

SERVICE (Cont'd.)

1. This designation may require the Supplier to purchase, sell or transfer a specified volume of gas for the Supplier's EFBS bank in one of four ways (as determined by the Supplier, unless Supplier fails to purchase, sell or transfer specified volumes of gas, in which case option A shall be employed): (A) The Supplier may purchase natural gas from the Company, or sell to the Company, a portion of the Company's then current inventory with its storage service provider. The price for the gas purchased or sold by the Supplier for its bank volume shall equal the Company's inventory weighted average cost of gas with its storage service provider, adjusted for fuel to get a price at the burner tip. The Company shall communicate the current inventory weighted average cost of gas to Suppliers. (B) The Supplier can purchase or sell the specified volume of gas from/to another Supplier that receives service under the EFBS, by transferring volumes of gas, provided that the transfer does not increase a Suppliers Bank above the maximum levels as defined in the EFBS tariff or decrease a Suppliers Bank below the minimum for the month. Each supplier involved in the transfer must notify the Company in writing of the amount to be transferred and the date on which the transfer is to be effective. (C) The Supplier can transfer the gas to/from its own or a third parties storage account directly into the Company's storage account through an inter-company storage inventory transfer executed through the storage service provider. The increase or decrease to the Supplier's EFBS bank will be adjusted for fuel to get the increase or decrease at the burner tip. (D) The Supplier can transfer the gas to/from its IT Pool.

2. Suppliers will be required to pay for or transfer such gas designated for Supplier's BCQ in advance of the third (3rd) business day of the month in which service is effective unless other arrangements, acceptable to the Company, have been completed.

f) Except as specified in h) below, Supplier's EFBS bank shall be increased or decreased by the daily difference between actual natural gas volumes received by the Company at its city gate and Supplier's back-cast Targeted Supply Quantity (TSQ), adjusted for fuel retainage in the following manner:

1. If the Supplier delivers more natural gas than the back-casted TSQ, then the Suppliers EFBS bank shall be increased by the amount of the over-delivery, calculated at the burner tip.

2. If the Supplier delivers less natural gas than the back-casted TSQ, then the Supplier EFBS bank shall be decreased by the amount of the under-delivery, calculated at the burner tip.

g) On a day when Supplier's TSQ is greater than or equal to the MDQ, supplier shall have full access to the total MDDQ as specified in the EFBS tariff. The Supplier will not be required to make total deliveries, including the back-casted MDDQ, above the MDQ.

h) The Company may, at its option, recall EFBS from a Supplier if that Supplier subsequently ceases its participation in the Company's Customer Choice program for any reason. The Company may also recall a proportional amount of the Supplier's gas bank if the Supplier's MDQ decreases below a 3,000 Dth increment (as detailed in subparagraph (d) 1. and (d) 2. above) and the Supplier's gas bank is above the maximum quantity for that month, to become effective on the first day of the following month.

SERVICE (Cont'd.)

1. If the Company recalls EFBS, or the Supplier's MDQ decreases below a 3,000 Dth increment and Supplier does not elect to proceed under subparagraph (i) 2., then the Company shall buy all or a portion of Supplier's gas bank. The price of the gas in the Supplier's bank purchased by the Company shall be the Company's inventory weighted average cost of gas with its storage service provider, adjusted for fuel to get a price at the burner tip.

2. Alternatively, the Supplier can sell or transfer the specified volume of gas as described in subparagraph (f) 1.

3. In circumstances other than those described above, if a Supplier requests termination of EFBS other than at the time of the annual election, the Company may agree to termination at its sole discretion, and will elect to purchase any gas volumes remaining in the Supplier's bank at the above price options.

i) The Maximum Monthly Bank Quantities (MMBQ) shall be limited to the following percentages of Supplier's BCQ:

April	15%	August	18%	December	10%
May	20%	September	13%	January	10%
June	20%	October	9%	February	10%
July	20%	November	5%	March	10%

j) Supplier's Maximum Daily Bank Quantities (MDBQ) shall equal 1/25th of the Supplier's then current MMBQ, except during the months of November and December when the MDBQ shall equal 1/30th of the Supplier's then current MMBQ.

k) A Supplier may have no more than 60% of its BCQ in bank as of June 30, and no more than 85% of its BCQ in bank as of August 31.

l) The Company shall deliver Supplier's BCQ throughout the year, subject to the limitations set forth. Supplier's MDDQ shall be based upon and limited by Supplier's BCQ inventory remaining in bank determined in accordance with the Company's best estimates as follows:

% of banked gas in BCQ	% of MDDQ
100% to 30%	100%
less than 30% to 20%	80%
less than 20% to 10%	65%
less than 10% to 0%	50%

SERVICE (Cont'd.)

m) The minimum and maximum monthly net withdrawal quantities for the months November through March shall be as follows:

Month	Minimum % of BCQ	Maximum % of BCQ
November	No minimum	40%
December	No minimum	40%
January	No minimum	40%
February	10%	30%
March	10%	20%

n) If Supplier exceeds the maximum monthly net withdrawal limit during any of the months November through March, Supplier's maximum monthly net withdrawal quantity for the succeeding month shall be reduced by an amount equal to the excess quantities withdrawn during the excess withdrawal month. Supplier's withdrawals during the months April through October shall not be subject to maximum or minimum withdrawal limits; provided, however, that Supplier's withdrawals during that period shall be subject to the limitations of Supplier's BCQ levels.

o) Supplier's maximum bank inventory on April 1 shall not exceed 25% of its BCQ. Supplier's maximum bank inventory on February 1 shall not exceed 65% of its BCQ. Quantities in excess of 25% of Supplier's BCQ shall not be carried over beyond April 1.

BANK TRANSFERS

a) Suppliers may transfer volumes of gas held in their banks under the EFBS with other Suppliers receiving service under EFBS. Each supplier involved in the transfer must notify the Company in writing of the amount to be transferred and the date on which the transfer is to be effective.

b) The transfer must not increase a Suppliers Bank above the maximum levels as defined in the EFBS tariff. Likewise, the transfer must not decrease a Suppliers Bank below the MBQ for the month.

DELIVERY POINTS

a) The point of delivery for all gas tendered to the Company shall be the Company's city gate for EFBS service and, in accordance with the Supplier's FRAS Agreement with the Company, based upon a percentage north/south split. The north/south split for volumes up to the TSQ shall be the same as the split for Suppliers that have elected FBS and system supply. Volumes in excess of the TSQ will be subject to north/south restrictions in accordance with the Company's ability to inject gas per its agreements with the storage service providers.

WAIVER REQUESTS

a) In regard to the above percentage limitations on withdrawals and injections, the Company shall allow deviations from these limitations to the extent that additional flexibility has been granted to the Company by its storage service providers. Waivers shall be granted by the Company on a non-discriminatory basis.

RATE

Prior to April 1, 2025

a) For all services rendered pursuant to this tariff, Supplier each month shall pay the Company the charges set forth below:

1. Demand Charge: $11.48, assessed each month on each Dth of the Supplier's MDDQ;
2. Commodity Charge: $0.060, per Mcf, applied to all monthly consumption of the supplier's aggregate FT-S, FT-L, RFT and RFT-LI services not included in a pool receiving service under Rider FBS.

b) Rates will be reviewed quarterly and adjusted based on current charges from the Company's storage service providers.

After March 31, 2025

There will be no charge to Supplier after March 31, 2025.

NON-COMPLIANCE

a) If Supplier's EFBS bank is less than zero on any day, then the Supplier shall purchase a quantity of natural gas from the Company sufficient to bring the Suppliers EFBS bank up to the minimum percent listed in Service, section (f) above for the month in which the bank became less than zero. The price shall be 110% of the higher of the inventory weighted average cost of gas with its storage service provider or the highest price at which the company purchased gas for that month plus interstate pipeline fuel, commodity and daily reservation charges.

b) Except in instances when the Suppliers BCQ has been reduced due to a lower MDQ, if Supplier's EFBS bank is greater than 102% of their BCQ on any day, then the amount in excess of the maximum percent listed in Service section (f) above for the month in which the bank exceeded 102% shall be purchased by the Company for a price equal to 90% of the lower of the inventory weighted average cost of gas with its storage service provider or the lowest price at which the company purchased gas for that month plus interstate pipeline fuel, commodity and daily reservation charges.

c) Supplier must pay any penalties incurred by the Company from one of its storage service providers that can be attributed to actions by the supplier that do not comply with the EFBS tariff.

d) Prior to April 1, 2025, ~~T~~the Company may recall EFBS from a supplier for Non Compliance with the EFBS tariff. The Supplier will revert to the FBS at the beginning of the revenue month.

RIDER SSO

STANDARD SERVICE OFFER

APPLICABILITY

Applicable for Customers served under rates RS, RSLI, GS-S, and GS-L.

STANDARD SERVICE OFFER RATE

The Standard Service Offer Rate equals the per dekatherm total price of:

(1) The Company's Retail Price Adjustment ("RPA") established for the length of the Standard Service Offer period per DTH, plus

(2) The final settlement price of the NYMEX natural gas futures contract each month ("NYMEX Price") during the Standard Service Offer period.

The RPA plus NYMEX Price shall be expressed as the SSO Price per DTH converted to a price per CCF at the burner-tip by applying the system loss factor and the Monthly System BTU.

REPORTS

(A) The Company shall submit monthly Standard Service Offer rate reports to the Commission, in such form as the Commission requires. The filing date for each such report shall be established by the Commission.

(B) Each monthly report shall contain:

(1) An updated Standard Service Offer rate,

(2) The data and calculations used to determine the updated Standard Service Offer rate; and

(3) Such other information as the Commission requires.

CUSTOMER BILLING

(A) Unless otherwise ordered by the Commission, the Standard Service Offer Rate shall be updated monthly for the NYMEX price. The rate shall become effective for the first billing cycle of the month. The NYMEX price used will be the NYMEX price established at least 30 days prior to the first billing cycle of the month.

(B) The Commission may at any time order a reconciliation adjustment as a result of errors or erroneous reporting.

(C) The Company will apply the Standard Service Offer rate which was effective at the beginning of the billing cycle for the start of revenue month.

(E)) The Company shall indicate on each customer's bill:

(1) The Standard Service Offer rate expressed in dollars and cents per CCF; and

(2) The total charge attributable to the Standard Service Offer rate expressed in dollars and cents.

DEFINITIONS

For purposes of this Rider:

(A) "Commission" means the Public Utilities Commission of Ohio.

(B) "Company" means Duke Energy Ohio.

(C) "Gas" means any vaporized fuel transported or supplied to consumers by a gas or natural gas company, including, but not limited to natural gas, liquefied natural gas, and propane.

(D) "Standard Service Offer rate" means the monthly updated gas cost adjustment determined by summing the Retail Price Adjustment, final settlement price of the NYMEX natural gas futures contract and any applicable adjustments.

(E) "MCF" means a unit of gas equal to one thousand cubic feet.

(F) "CCF" means a unit of gas equal to one hundred cubic feet.

(G) "Dekatherm" or "DTH" means a unit of heating value equal to ten (10) Therms or Million BTU's (1 MMBTU).

(H) "British Thermal Unit" or "BTU" means the quantity of heat required to raise one (1) pound of water (about a pint) one (1) degree Fahrenheit at or near its point of maximum density.

(I) "Monthly System BTU" means weighted average heat content of the gas received at the Company's city gate receipt meters measured on a twelve (12) month ending basis.

(J) "Customer" means a residential, non-mercantile, or mercantile recipient of the Company's Standard Sales Service or Transportation Service.

(K) "Standard Sales Service" means service under Residential (Rate RS – Sheet No. 30), Residential Service Low Income Pilot (Rate RSLI – Sheet No. 34), General Service - Large (Rate GS-L – Sheet No. 35) or General Service – Small (Rate GS-S – Sheet No. 32).

(L) "Customer" means each billing account of a gas or natural gas company.

(M) "Utility storage" means storage facilities operated and maintained by a gas or natural gas company, or by a subsidiary or affiliate of a gas or natural gas company, unless the charges for such facilities are incorporated in commodity rates or monthly demand charges filed with or approved by the Federal Energy Regulatory Commission.

(N) "NYMEX" means the New York Mercantile Exchange

(O) “NYMEX Price” means the contract final settlement price of the natural gas futures contract each month.

(P) “Retail Price Adjustment” or “RPA” means the price adjustment (positive or negative) in dollars and cents that shall be applied to the NYMEX Price monthly throughout the Standard Service Offer period, the combination of which shall be expressed in dollars per DTH converted to a burnertip price per MCF by applying the system loss factor and Monthly System BTU and when divided by 10 shall represent a price in dollars per CCF.

(Q) “Standard Service Offer period means the period of twelve (12) months from April 1 to March 31.

SERVICE REGULATIONS

The supplying of, and billing for, service and all conditions applying thereto are subject to the jurisdiction of the Public Utilities Commission of Ohio, and to Company’s Service Regulations currently in effect, as filed with the Public Utilities Commission of Ohio, as provided by law.

RIDER SSOCR

STANDARD SERVICE OFFER COST RECONCILIATION RIDER

APPLICABILITY

Applicable for Customers served under rates RS, RSLI, GS-S, and GS-L. Rider SSOCR does not apply to customers being served under RFT, RFTLI, FT-S and FT-L except as provided below in the NON-BYPASSABLE PROVISION section.

DESCRIPTION

The SSOCR Rider will recover or pass back applicable incremental costs associated with Company's Standard Service Offer, including, but not limited to the following:

(1) The reconciliation of actual costs to SSO revenue, and/or
(2) Prior to April 1, 2025, Costs associated with storage from the Company's storage service providers and any transportation costs needed to utilize storage, and/or
(2) Charges that Duke Energy Ohio pays Duke Energy Kentucky for deliveries from Duke Energy Kentucky's system into Duke Energy Ohio's system, and/or
(4) Prior to April 1, 2025, Revenues and penalties received from Rider FBS, Rider EFBS and Rate IMBS, and/or
(3) Revenues received from Rider CCCR, and/or
(4) Pipeline transportation charges and credits associated with SSO service, including penalties or overrun charges from interstate pipelines and credits received from CRNG or SSO Suppliers for penalties or overrun charges and/or
(5) Costs associated with managing the annual auction for SSO suppliers, and/or
(6) Any incremental provider-of-last-resort costs, and/or
(7) Other approved costs or credits applicable to SSO Service, and/or
(8) Adjustments to charges billed through the SSOCR Rider during prior period(s).

The SSOCR Rider shall be updated quarterly.

NON-BYPASSABLE PROVISION

Subject to Commission approval, Rider SSOCR becomes applicable to all firm retail jurisdictional customers in the Company's gas service territory including customers taking service from Competitive Retail Natural Gas Suppliers (CRNGS) if ninety percent of the Company's total number of firm customers have switched to taking service from CRNGS.

Duke Energy Ohio shall apply to the Commission for confirmation that the Company should modify the Rider such that it becomes non-bypassable regardless as to whether or not the balance in the Rider results from over- or under-recovery.

For customers of CRNGS, Rider SSOCR will become bypassable again when, at the time of the quarterly filing, the number of customers taking service from CRNGS has fallen below the ninety percent threshold.

STANDARD SERVICE OFFER COST RECONCILIATION RIDER RATE

The SSOCR Rider Rate is $X.XXXX per Billing CCF.

RIDER SBC

STORAGE BALANCING CHARGE

APPLICABILITY

Applicable for Customers served under rates RS, RSLI, GS-S, GS-L, RFT, RFTLI, FT-s and FT-L.

DESCRIPTION

The SBC Rider will recover the cost of providing daily balancing service through pipeline storage service providers, including, but not limited to the following:

(1) Demand, commodity, and fuel charges from pipeline storage service providers for storage used to provide balancing, and/or
(2) Demand, commodity, and fuel charges from pipeline storage service providers for transportation of gas to or from storage used to provide balancing, and/or
(3) Penalties from interstate pipeline storage providers.

Rider SBC will be reconciled quarterly. Any under-collection will be added to the next SBC rate and any over-collection will be credited to the next SBC rate.

SBC will be credited with any revenue received through Rider IMBS (Interruptible Monthly Balancing Service) and any penalties from interstate pipeline storage providers that are allocated and billed to the supplier(s) which caused the penalty.

STORAGE BALANCING CHARGE RATE

The SBC Rider Rate is $X.XXXX per Billing CCF.

ATTACHMENT G

DUKE ENERGY

duke-energy.com
800.544.6900

Your Energy Bill

Service address

[redacted]

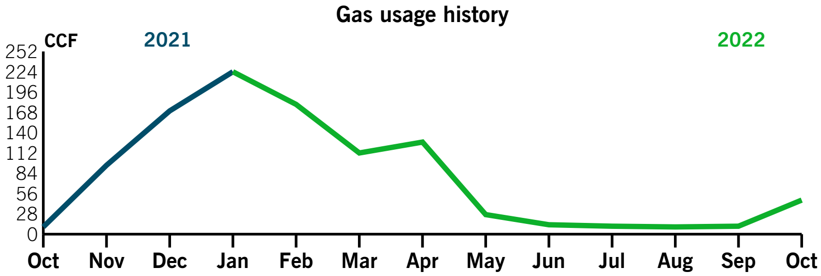
Bill date	Oct 25, 2022
For service	Sep 23 - Oct 21
	29 days

Account number [redacted]

Billing summary

Previous Amount Due	$59.01
Payment Received Oct 06	-59.01
Current Gas Charges	102.31
Total Amount Due Nov 15	**$102.31**

Your usage snapshot



Average temperature in degrees

Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct
61°	42°	43°	30°	35°	47°	51°	66°	72°	76°	73°	66°	54°

	Current Month	Oct 2021	12-Month Usage	Avg Monthly Usage
Gas (CCF)	47	10	1,026	86
12-month usage based on most recent history				

$

Thank you for your payment.

To help us repair malfunctioning streetlights, quickly: 1. Visit duke-energy.com/lightrepair or call us at 800.419.6356. 2. Provide us with the light's location and your contact information. 3. Specific addresses, landmarks and directions work best.

Do you or someone you know need help with energy bills or other essentials? Help may be available through assistance programs for those who qualify. Visit 211.org or dial 211 to get started.

You have the power to promote cleaner energy! Join our community to support the growth of renewable energy sources. Enroll now and start making a positive environmental impact at duke-energy.com/GoGreen.

Mail your payment at least 7 days before the due date or pay instantly at duke-energy.com/billing. Late payments are subject to a 1.5% late charge.

Please return this portion with your payment. Thank you for your business.

DUKE ENERGY

Duke Energy Return Mail
PO Box 1090
Charlotte, NC 28201-1090

Account number
[redacted]

Amount due

$102.31
by Nov 15

After Nov 15, the amount due will increase to $103.84.

$__________________ Add here, to help others with a contribution to Share the Light

$__________________ **Amount enclosed**

[redacted]

Duke Energy Payment Processing
PO Box 1094
Charlotte, NC 28201-1094

88[redacted]00022000000000000000102310000010231 3

duke-energy.com
800.544.6900

Account number [redacted]
200001081779

We're here for you

Report an emergency

Electric/Gas outage		duke-energy.com/outages
	Electric	800.543.5599
	Gas	800.634.4300

Convenient ways to pay your bill

Online	duke-energy.com/billing
Automatically from your bank account	duke-energy.com/autodraft
Speedpay (fee applies)	duke-energy.com/pay-now 800.544.6900
By mail payable to Duke Energy	P.O. Box 1094 Charlotte, NC 28201-1094
In person	duke-energy.com/location

Help managing your account (not applicable for all customers)

Register for free paperless billing	duke-energy.com/paperless
Home	duke-energy.com/manage-home
Business	duke-energy.com/manage-bus

Correspond with Duke Energy (not for payment)
P.O. Box 1326
Charlotte, NC 28201

General questions or concerns

Online	duke-energy.com
Home: Mon - Fri (7 a.m. to 7 p.m.)	800.544.6900
Business: Mon - Fri (7 a.m. to 6 p.m.)	800.774.1202
For hearing impaired TDD/TTY	711
International	1.407.629.1010

General utility information or commission assistance

Public Utilities Commission of Ohio (PUCO)

Call (8 a.m. to 5 p.m.)	800.686.7826
Online	puco.ohio.gov
For hearing impaired TDD/TTY	937.643.4600 or 711

Ohio Consumers' Counsel (OCC)

Call (8:30 a.m. to 5:30 p.m.)	877.742.5622
Online	occ.ohio.gov

Request the condensed or detailed bill format

Call (7a.m. to 7 p.m.)	800.544.6900

Important to know

Your next meter reading: Nov 21
Please be sure we can safely access your meter for actual readings. Don't worry if your digital meter flashes eights from time to time. That's a normal part of the energy measuring process.

Your service(s) may be disconnected if your payment is past due
If payment for your service(s) is past due, we may begin disconnection procedures. If your service is disconnected because of a missed payment, you must pay the amount specified in the **Important Disconnect Information** section on your bill, as well as, a reconnection fee, before your service will be reconnected. The reconnection fee is $10 for electric service that may be reconnected remotely, $69 for electric service that is not eligible to be reconnected remotely, and $17 for gas service. In such situations where both electric and gas service are disconnected for non-payment, the reconnection fee will not exceed $27 for both.

Failure to pay may result in a return to our standard offer for generation
Failure to pay charges for a competitive retail service may result in cancellation of your contract with the respective retail electric supplier. You will then be returned to Duke Energy Ohio's standard offer for generation services.

When you pay by check
We may process the payment as a regular check or convert it into a one-time electronic check payment.

Customer Charge - The fixed monthly charge covers the cost of providing service to your location as well as maintaining customer records, billing and transactions affecting your account.

Delivery Charge - Charges for the operating expenses and delivering energy.

Generation Charge - Charges associated with the production of electricity.

Questions or complaints
If you have a question or complaint about your bill or service, please contact us via one of the contact options provided.

If your complaint is not resolved after contacting Duke Energy or if you need general utility information, please contact the Public Utilities Commission of Ohio (PUCO) or the Ohio Consumers' Counsel (OCC) via one of the contact options provided.

Choice Service ID
Once you have chosen a Certified Supplier to provide your energy supply, share this information with them so they can sign you up.

Para nuestros clientes que hablan Español
Representantes bilingües están disponibles para asistirle de lunes a viernes de 7 a.m. - 7 p.m. Para obtener más información o reportar problemas con su servicio eléctrico, favor de llamar al 800.544.6900.

DUKE ENERGY
duke-energy.com
800.544.6900

Account number [redacted]

Your usage snapshot - Continued

Choice Service ID [redacted]

Current Gas usage for meter number 568946

Actual reading on Oct 21	3053
Previous reading on Sep 23	- 3006
Gas Used	47 CCF
Billed CCF 47.000 CCF	

Billing details - Gas

Billing Period - Sep 23 to Oct 21

Meter - 568946

Duke Energy Delivery	
Service Delivery	
Fixed Delivery Service Charge	$31.26
Usage-Based Charge	
47.000 CCF @ $0.03097500	1.46
Gas Delivery Riders	17.74
~~Gas Cost Recovery~~	
~~47.000 CCF @ $1.10320000~~	~~51.85~~
Total Current Charges	**$102.31**

Gas Cost (Rider SSOR and Rider SSOCR)
47.000 CCF @ $1.10320000 51.85

Your current rate is Residential Service (RS).

~~This month's Gas Cost Recovery (GCR) charge for customers purchasing their natural gas from Duke Energy is $1.1571465 per CCF, which includes a base GCR of $1.1032 and Ohio excise tax of $0.0539465.~~

This month's gas costs charge (including Rider SSOR and Rider SSOCR) for customers purchasing their natural gas from Duke Energy is $1.1571465 per CCF, which includes a base SSOR and SSOCR of $1.1032 and Ohio excise tax of $0.0539465.

When shopping for a natural gas supplier, it may be useful to compare supplier offers with the standard service offer (SSO) rate available to eligible customers, which varies monthly based on the market price of natural gas. Price represents one feature of any offer; there may be other features which you consider of value. More information about SSO and other suppliers' offers is available at energychoice.ohio.gov or by contacting the PUCO.

Riders are costs the Public Utilities Commission of Ohio has approved to cover investments in improving the energy infrastructure or other additional expenses.