

# COLUMBIA GAS OF OHIO, INC.

## STANDARD CHOICE OFFER SUPPLIER AGREEMENT

(hereinafter referred to as “SCO Supplier Agreement” or “Agreement”)

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, between Columbia Gas of Ohio, Inc., (hereinafter, “Columbia”) and \_\_\_\_\_, (hereinafter, “SCO Supplier,” and collectively with Columbia, the “Parties,” and each of Columbia and SCO Supplier, a “Party”).

WHEREAS, pursuant to Columbia’s Tariff, Columbia has conducted a Standard Choice Offer (“SCO”) Auction in which qualified gas suppliers competed for the ability to supply natural gas under Columbia’s SCO Program;

WHEREAS, SCO Supplier submitted a winning Retail Price Adjustment and has been awarded one or more tranches as more fully described herein;

WHEREAS, Columbia and SCO Supplier agree to perform in accordance with the SCO Auction procedures, Columbia’s Tariff applicable to the SCO, any terms and conditions set forth by the Public Utilities Commission of Ohio, and in accordance with this Agreement;

WHEREAS, the Commission has approved SCO Supplier’s Auction bid; and

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement, the Parties hereto agree as follows:

### ARTICLE I

#### Definitions

The terms set forth below shall have the meaning ascribed to them below. Other terms are also defined elsewhere in the Agreement and shall have the meanings ascribed to them herein.

- 1.1 “**Adequate Assurance**” shall mean any financial security provided by a Party under the Agreement to meet or secure the obligations of that Party hereunder excluding the Default Fee Collateral and the Cash Collateral, such as a Letter of Credit, guaranty, or other good and sufficient security of a continuing nature as determined to be satisfactory by Columbia in its sole discretion, and any obligation(s) in respect of the foregoing, all of which obligations and security shall be provided at the sole expense of the Party whose credit is being supported in a form, substance and amount that is reasonably acceptable to Columbia if Columbia is the other Party, or as mutually agreed upon by the Parties if SCO Supplier is the other Party, and consistent with credit and collateral requirements set forth herein; provided, however, that Columbia shall provide no Adequate Assurance under this Agreement so long as Columbia continues to perform in compliance with the SCO Program. Notwithstanding anything herein to the contrary, the financial responsibility of SCO Supplier shall be as set forth in Columbia’s Tariff applicable to the Standard Choice Offer.
- 1.2 “**Agreement**” shall mean the legally-binding relationship established by (i) Columbia’s Tariff and (ii) this SCO Supplier Agreement.

- 1.3 “**Affiliate**” shall mean, in relation to any person, any entity controlled, directly or indirectly, by the person, any entity that controls directly or indirectly, the person or any entity directly or indirectly under common control with the person. For this purpose, “control” of any entity or person means ownership of at least 50 percent of the voting power of the entity or person. For purposes of this Agreement, Columbia shall not have any affiliates.
- 1.4 “**Auction**” shall mean an SCO Auction as defined in Columbia’s Tariff and approved by the Public Utilities Commission of Ohio.
- 1.5 “**BTU**” shall mean British Thermal Unit.
- 1.6 “**Business Day**” shall mean any day except Saturday, Sunday, declared Columbia holidays, or Federal Reserve Bank holidays.
- 1.7 “**Cash Collateral**” shall have the meaning set forth in Article 4 of this Agreement.
- 1.8 “**Choice Program**” shall mean Columbia’s Customer CHOICE<sup>SM</sup> Program as set forth in Columbia’s Tariff.
- 1.9 “**Choice Supplier**” shall mean a marketer, supplier, aggregator or governmental aggregator supplying natural gas through the Choice Program.
- 1.10 “**Collections**” shall mean, with respect to any SCO Account Receivable, all cash collections and other cash proceeds of such SCO Account Receivable, including, without limitation, all cash proceeds of Related Security with respect to such Receivable.
- 1.11 “**Columbia**” shall mean Columbia Gas of Ohio, Inc.
- 1.12 “**Commission**” shall mean the Public Utilities Commission of Ohio.
- 1.13 “**Credit Support Obligation(s)**” shall mean the obligation(s) of SCO Supplier to provide or establish credit support for the Standard Choice Offer as set forth in Columbia’s Tariff.
- 1.14 “**CRNGS**” shall mean Certified Retail Natural Gas Supplier.
- 1.15 “**Customer Base**” means the entire group of SCO Customers for which the Supplier is providing natural gas, excluding DSS Customers.
- 1.16 “**Day**” shall have the meaning set forth in Columbia’s tariff.
- 1.17 “**DSS**” shall mean Default Sales Service, as defined in the Tariff.
- 1.18 “**DSS Customer**” shall mean a Columbia customer receiving DSS.
- 1.19 “**DSS Pool**” shall mean the aggregate load requirement of DSS Customers awarded to SCO Supplier pursuant to the Auction, and as it may change from time-to-time thereafter.
- 1.20 “**DSS Sales Revenues**” shall mean the SCO Supplier’s proportionate share of the amounts billed to DSS Customers at the SCO Price during a given Month.
- 1.21 “**Default Fee**” shall mean the fifty cent per Mcf collateral each SCO Supplier must post for the benefit of the other SCO Suppliers in the event of an SCO Supplier default as set forth in Paragraph 6.7 of Section VIII of Columbia’s Tariff.

- 1.22 “**Default Fee Collateral**” shall mean an amount equal to the Default Fee in the form of a Letter of Credit provided by the SCO Suppliers as cross collateral for the benefit of the other SCO Suppliers in the event of an SCO Supplier default.
- 1.23 “**Dth**” or “**Dekatherm**” shall mean one million BTU
- 1.24 “**Firm Deliveries**” aka firm basis, shall mean the delivery of Gas without interruption unless such delivery is prevented for reasons of Force Majeure.
- 1.25 “**Gas**” or “**Natural Gas**” shall mean any pipeline-quality mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.
- 1.26 “**Index Failure**” shall mean, with respect to the SCO Price for any given Month, any of the following: (a) the failure of the NYMEX to announce or publish information necessary for determining the Index Price; (b) the failure of trading to commence or the permanent discontinuation or material suspension of trading on the exchange; (c) the temporary or permanent discontinuance or unavailability of the NYMEX; or (d) both Parties agree that a material change in the formula for or the method of determining the Index Price has occurred.
- 1.27 “**Letter of Credit**” shall mean one or more irrevocable, non-transferable standby letters of credit issued by a Qualified Institution, in a form acceptable to the Party in whose favor such letter of credit is issued. Costs of a Letter of Credit shall be borne by the applicant for same.
- 1.28 “**Mcf**” shall mean one thousand cubic feet when measured at or adjusted for measurement at a pressure of fourteen and seventy-three hundredths pounds per square inch at a temperature of 60 degrees Fahrenheit.
- 1.29 “**MMBtu**” shall mean one million British thermal units
- 1.30 “**Month**” shall mean the period beginning on the first Day of the calendar month and ending immediately prior to the commencement of the first Day of the next calendar month.
- 1.31 “**NYMEX**” shall mean the New York Mercantile Exchange.
- 1.32 “**Pipeline Scheduling Point**” or “**PSP**” shall have the meaning as set forth in the Tariff.
- 1.33 “**Qualified Institution**” shall mean a U.S. office of a major commercial bank (which is not an affiliate of either Party) organized under the laws of the United States (or any state or a political subdivision thereof) or a Schedule I Canadian Bank with a U.S. branch office and, in either case, having assets of at least \$10 Billion and a long term debt rating or deposit rating of at least (i) A3 from Moody’s and (ii) A- from S&P (iii), or an alternate equivalent rating in Columbia’s sole discretion. In the event there is only one rating from either Moody’s or S&P, the long term debt rating or deposit rating must be at least (i) A3 from Moody’s or, (ii) A- from S&P.
- 1.34 “**Related Security**” means with respect to any SCO Account Receivable:
- (i) all security interests or liens and property subject thereto from time to time purporting to secure payment of such SCO Account Receivable, together with all financing statements authorized by a SCO Customer describing any collateral securing such Receivable;

- (ii) all guaranties, insurance and other agreements or arrangements of whatever character from time to time supporting or securing payment of such SCO Account Receivable; and
- (iii) all of SCO Supplier's right, title and interest, if any, in and to all invoices that evidence, secure or otherwise relate to such SCO Account Receivable.

- 1.34 **"Retail Price Adjustment"** shall have the meaning as set forth in Columbia's Tariff.
- 1.35 **"SCO"** shall mean Standard Choice Offer as set forth in Columbia's Tariff.
- 1.36 **"SCO Accounts Receivable"** shall mean the indebtedness and other obligations of any SCO Customer to pay for natural Gas provided by SCO Supplier under the SCO Program and delivered on Columbia's distribution system, whether billed or unbilled, including applicable sales tax, but does not include any Columbia distribution charge.
- 1.37 **"SCO Customer"** shall mean a Columbia customer under the SCO Program, excluding DSS Customers, who are being provided natural gas by the SCO Supplier.
- 1.38 **"SCO Pool"** shall mean the aggregate demand of the SCO Customers to be served by the SCO Supplier.
- 1.39 **"SCO Price"** shall mean the amount expressed in U.S. Dollars per Mcf to be charged to SCO Customers and DSS Customers for the purchase of Gas as established through the Auction. The Retail Price Adjustment will be added to the final settlement price of the NYMEX natural gas futures contract each month during the SCO Period to determine the monthly SCO Price per Mcf that will be converted to the rate per Ccf billed to SCO Customers and DSS Customers for gas delivered by Columbia to the SCO Customers and DSS Customers meters.
- 1.40 **"SCO Program"** shall mean Standard Choice Offer approved by the Commission for the term of this Agreement.
- 1.41 **"SCO Suppliers"** shall mean those entities providing Gas supply for Columbia's SCO and DSS services, as determined by the Auction.
- 1.42 **"SCO Supply Rights"** shall mean the right (a) to deliver and sell Gas to SCO Customers and (b) to deliver and sell Gas to Columbia for resale to DSS Customers, pursuant to the SCO Program.
- 1.43 **"Standard Choice Offer"** or **"SCO"** shall have the meaning as set forth in Columbia's Tariff and all references in this Agreement to the Standard Choice Offer or SCO shall also include the provisions of Columbia's Tariff applicable to the Standard Choice Offer.
- 1.44 **"Tariff"** shall mean Columbia Gas of Ohio, Inc.'s Tariff as filed and approved by the Public Utilities Commission of Ohio as modified from time to time.

## ARTICLE 2

### Service to be Rendered

SCO Supplier shall deliver to Columbia on a firm basis Gas supplies needed to satisfy the usage requirements of its SCO Customers and a proportionate share of DSS Customers' usage requirements associated with the awarded tranches. The awarded tranches and the associated Retail Price Adjustment are set forth in Exhibit A to this Agreement attached hereto and hereby incorporated by reference. Notwithstanding anything herein to the contrary, SCO Supplier's performance obligations and the associated default provisions shall be as set forth in Columbia's Tariff applicable to the Standard Choice Offer.

Columbia agrees to purchase from SCO Supplier and SCO Supplier agrees to sell to Columbia the DSS quantities consumed by the DSS Customers during the SCO Program that are served by SCO Supplier.

Columbia is willing and able pursuant to the terms of this Agreement and the Tariff, to accept SCO Supplier's Firm Deliveries as set forth in the Tariff and to redeliver such Gas supplies to the SCO Customers and DSS customers served by SCO Supplier.

If an Index Failure has occurred that would prevent a determination of the monthly NYMEX settlement price ("Index Price"), the Parties shall negotiate in good faith to agree on a replacement price for the Index Price (or on a method for determining a replacement price for the Index Price) for the affected Month, and if Columbia and a majority of all other SCO Suppliers have not so agreed on or before the first calendar Day of the affected Month, then the replacement price for the Index Price shall be determined within the next two following Business Days with each Party obtaining, in good faith and from non-affiliated market participants in the relevant market, two quotes for prices of Gas for the affected Month of a similar quality and quantity in the geographic location closest in proximity to the Delivery Point and averaging the four quotes. If either Party fails to provide two quotes then the average of the other Party's two quotes shall determine the replacement price for the Index Price. The Parties agree to seek any regulatory approval required for implementation of a price change referenced in this provision.

## ARTICLE 3

### Term

The term of this Agreement is set forth in Exhibit A to this Agreement.

In the event of an Event of Default, as described in Article 10 of this Agreement, this Agreement may be terminated in accordance with the provisions of Article 12 of this Agreement. In the event of a termination pursuant to an Event of Default, all outstanding obligations of SCO Supplier and amounts due under the Agreement shall become due and payable. No termination or due course expiration of this Agreement shall relieve either Party from the obligations incurred by such Party prior to such termination or expiration.

## ARTICLE 4

### Requirements for SCO Supplier Participation

SCO Supplier qualifications and SCO Supplier credit requirements shall be set forth in the Tariff. Furthermore, SCO Supplier shall provide a copy of the certificate demonstrating that SCO Supplier is certified by the Commission to provide retail Natural Gas service, and SCO Supplier shall maintain such certification status and comply with all applicable provisions of the Tariff. SCO Supplier acknowledges that in its capacity as a SCO Supplier,

it has a continuing responsibility to conduct its business in a legal and ethical manner, and it is responsible for complying with all applicable statutes, ordinances, rules and regulations. SCO Supplier shall provide to Columbia notice of any change in the status of its Commission-issued certificate to provide retail Natural Gas service in Ohio within 2 days of the SCO Supplier's receiving notice of such change from the Commission.

As a further condition of participation in the SCO Program, SCO Supplier shall have a continuing obligation to meet the creditworthiness requirements established by Columbia as set forth in the Tariff applicable to the Standard Choice Offer. As more particularly set forth in Article 8 (below), in connection with the SCO Program and assuming the term of this Agreement shall not have expired or otherwise terminated, SCO Supplier shall be selling SCO Accounts Receivable to Columbia.

If Columbia has reasonable grounds for insecurity regarding the performance of any obligation under the Agreement (whether or not then due) by SCO Supplier (including, without limitation, the occurrence of a material change in the creditworthiness of SCO Supplier), Columbia may demand Adequate Assurance.

In addition to any other Adequate Assurance, SCO Supplier shall be required to post the Default Fee Collateral with Columbia to secure payment of the Default Fee on all volumes that the SCO Supplier is obligated to serve during the term of this Agreement. Such Default Fee Collateral shall be posted by SCO Supplier and provided to Columbia by the date set forth in Exhibit A of this Agreement and shall be in the form of a letter of credit acceptable to Columbia.

Furthermore, in addition the Default Fee Collateral and any other Adequate Assurance, SCO Supplier also shall be required to provide Columbia with a cash deposit in the amount of six cents per Mcf multiplied by the initial estimated annual delivery requirements for the term of this Agreement of the tranches won by the SCO Supplier (herein "Cash Collateral"). This Cash Collateral will provide a liquid account to meet supply default expenses incurred by Columbia and must be provided to Columbia by the date set forth in Exhibit A of this Agreement.

SCO Supplier agrees that, in the Event of Default as defined in this Agreement, and in addition to any other rights and remedies Columbia may enjoy, Columbia shall have the right to liquidate and use the proceeds from any and all of SCO Supplier's Adequate Assurance to satisfy SCO Supplier's obligations under the Agreement. The proceeds from such items shall be used to satisfy any outstanding claims that Columbia may have against SCO Supplier, including but not limited to: Gas costs, interstate pipeline capacity charges, imbalance charges, cash-out charges, pipeline penalty charges, reservation charges, and any other amounts owed to Columbia, or for which Columbia is or will be responsible, related to SCO Supplier's participation in the SCO Program or the Choice Program.

Columbia further reserves the right to use SCO Supplier's assets associated with the SCO Program, including without limitation DSS Revenues, and over-delivery imbalance volume, to offset or recoup any costs owed to and/or incurred by Columbia resulting from an Event of Default by SCO Supplier under this Agreement.

## **ARTICLE 5**

### **SCO Supplier's Responsibilities**

SCO Supplier shall meet its daily Firm Delivery requirements associated with the awarded tranches as set forth in the Tariff. Provisions pertaining to SCO Supplier default are also set forth in the Tariff. Should a default occur, Columbia shall use best efforts to exercise its authority under the Default Fee Collateral and to pay the full amount of the Default Fee Collateral to the non-defaulting SCO Suppliers based on the number of tranches each non-defaulting SCO Supplier serves. Columbia has no obligation to provide the Default Fee to the remaining SCO Suppliers in the event Columbia is unable to collect the Default Fee under the Default Fee Collateral. Columbia

shall use the Cash Collateral to reimburse Columbia for any costs or expenses incurred by Columbia as a result of a default.

## ARTICLE 6

### **Capacity Release and Recall Provisions**

Columbia will release capacity to the SCO Supplier with recall rights as set forth in the Tariff.

## ARTICLE 7

### **Annual Reconciliation**

SCO Suppliers are required to elect one of the two annual reconciliation options described in Columbia's Tariff no later than five (5) working days following their being awarded one or more tranches in the Auction. If SCO Supplier is an existing Choice Supplier, the option designated below must be the same as the Choice Supplier's existing option under the Choice Program. SCO Supplier hereby acknowledges its election by checking the appropriate box below:

- Option 1 as set forth Columbia's Tariff
- Option 2 as set forth Columbia's Tariff

## ARTICLE 8

### **Customer Billing, True Sale of SCO Accounts Receivable, and Grant of Security Interest**

Columbia shall include its charges and SCO Supplier's charges on Columbia-issued bills to SCO Customers. SCO Customer bills will be issued in a manner consistent with standard Columbia billing practices. Columbia will remit payment, less offsets by Columbia as set forth in Article 9 of this Agreement, to the SCO Supplier each month, by the 25<sup>th</sup> day of the month, for the prior month's activity. Such payment will consist of the DSS Sales Revenues based on the SCO Supplier awarded tranches and the purchase price for SCO Accounts Receivable. The SCO Accounts Receivable shall be purchased in accordance with the following terms and conditions.

Subject to the other terms and conditions set forth in this Article 8, Columbia agrees to purchase from SCO Supplier, and SCO Supplier agrees to sell and assign to Columbia, the SCO Accounts Receivable, and all Related Security and Collections with respect thereto, arising from commodity sales to its SCO Customers in accordance with the terms and conditions of this Agreement including the following requirements:

- a. Columbia shall make purchases on a daily basis beginning on the commencement date of this Agreement and shall make purchases daily through the remainder of the term of this Agreement. Although the price for each SCO Account Receivable coming into existence after the date hereof shall be owed by Columbia to the SCO Supplier on the date such SCO Account Receivable comes into existence, final settlement of the price between Columbia and the SCO Supplier shall be effected on a monthly basis with respect to all Receivables coming into existence during the most recently completed billing cycle for each particular SCO Customer. For Illustration purposes only, if a Customer's billing cycle is the fifteenth (15<sup>th</sup>) day of Month One to the fifteenth (15<sup>th</sup>) day of Month Two,

in Month Two, the Company shall pay for those Customer's Accounts Receivable that are billed in Month Two.

- b. Irrespective of Paragraph a. above, in no case shall Columbia purchase the accounts receivable for any SCO Customer's indebtedness incurred prior to that SCO Customer's assignment to the SCO Supplier. Under no circumstance shall Columbia purchase the accounts receivable for any SCO Customer or Customers who were not part of the SCO Program for the month being purchased.
- c. SCO Supplier warrants that it has good title to all SCO Accounts Receivable delivered to Columbia hereunder, and that such SCO Accounts Receivable will be free and clear of all liens, encumbrances, and claims whatsoever, and that it will indemnify Columbia, 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.
- d. Although it is not the intent of this Agreement to interfere with or otherwise compromise the confidential nature of any information possessed by SCO Supplier, SCO Supplier hereby agrees to provide access at reasonable times and in a reasonable manner to all books, records and other information (including, without limitation data contained in computer programs, tapes, discs, punch cards, data processing software and related property and rights) relating to such SCO Accounts Receivable and only to the extent necessary in the event Columbia possesses no other reasonably comparable information and therefore needs such access to collect such SCO Accounts Receivable.

If any person or entity successfully challenges Columbia's right to purchase SCO Accounts Receivable through the Commission or State or Federal Court, if applicable, or retain amounts collected from SCO Customers as a result of SCO Supplier's sale and assignment of the SCO Accounts Receivable under this Agreement, or if SCO Supplier is no longer certified to supply natural gas in Ohio or eligible to supply service on Columbia's system, Columbia may, at its sole discretion, terminate any further obligation to purchase SCO Accounts Receivable under this Agreement and Columbia, in any such instance, may upon written notice to SCO Supplier, require SCO Supplier to immediately repurchase, in whole or in part, uncollected SCO Accounts Receivable previously purchased and paid for by Columbia hereunder, for the same amount paid by Columbia. Notwithstanding the foregoing, the remainder of this Agreement shall remain in full force and effect in the event Columbia exercises this option.

Columbia shall purchase the SCO Accounts Receivable at a zero percent (0%) discount of the total amount billed on behalf of the SCO Supplier to its total Customer Base for providing natural gas supplies to the Customer Base for that month. Columbia shall calculate the amount due the SCO Supplier by first adding together all of the bills for natural gas sold to SCO Customers in the SCO Supplier's Customer Base, and then multiplying that total amount (excluding sales tax and late payment charges) by one hundred percent (100%), plus sales tax (if applicable). This calculation methodology shall be effective for all SCO Accounts Receivable purchases made during the term of this Agreement.

The SCO Supplier has the responsibility for identification of the sales tax status of its SCO Customers including, but not limited to: 1) the collection and maintenance of certificates of exemption; 2) the identification of governmental SCO Customers exempt from sales tax, but not required to submit certificates of exemption; 3) the submission to Columbia via electronic means (as defined by Columbia) of information related to the SCO Customers' sales tax exemption status; 4) the installation and maintenance of equipment and software required to code SCO Customers as being exempt from sales tax for submission to Columbia's electronic data file system; and 5) the processing of retroactive adjustments of bills and pass back of refunds where SCO Customers were exempt from the payment of sales tax, but exemptions were not timely recognized. Columbia assumes no responsibility or



liability for the SCO Supplier's misapplication of tax-exempt status to an SCO Customer. SCO Supplier shall release, waive and hold Columbia harmless for any assessments, penalties, liabilities or claims of any kind whatsoever, related to the SCO Supplier's misapplication of tax-exempt status to any SCO Customer.

The SCO Supplier is responsible for the payment to the State of Ohio of all sales taxes on gas costs billed by Columbia on behalf of the SCO Supplier for the sale of volumes by that Supplier through Columbia's SCO Program. The SCO Supplier shall release, waive and hold Columbia harmless for any assessments, penalties, liabilities or claims of any kind whatsoever, related to the SCO Supplier's proper and timely reporting and remitting of sales tax collections to the State of Ohio.

To the fullest extent allowed by law, SCO Supplier shall defend, indemnify, and hold Columbia harmless from any and all costs, claims, damages, fines, taxes and any penalties and interest thereon, relating in any way to: (i) Columbia's reliance on information or directives provided by SCO Supplier to Columbia, or (ii) Columbia's collection or remittance or failure to collect or remit sales taxes on SCO Supplier's behalf, or (iii) the failure of SCO Supplier to satisfy its tax obligations related to the sale of natural gas. Columbia is only responsible for Ohio sales tax deficiencies and audits regarding Columbia's charges directly related to its distribution of the natural gas commodity to the SCO Customer. The obligations of SCO Supplier to defend, indemnify and hold Columbia harmless shall survive the termination or expiration of this Agreement.

Columbia and SCO Supplier have structured this Agreement with the intention that each purchase of SCO Accounts Receivable hereunder be treated as a sale of such SCO Accounts Receivable by SCO Supplier to Columbia. In the event that, contrary to the mutual intent of Columbia and SCO Supplier, any purchase of SCO Accounts Receivable under this Agreement is not characterized as a sale, SCO Supplier shall, effective as of the date hereof, be deemed to have granted (and the SCO Supplier hereby does grant) to Columbia a first priority security interest in all of SCO Supplier's right, title and interest in and to all SCO Accounts Receivable, whether now owned and existing or hereafter acquired or arising, all Related Security and Collections with respect thereto and, to the extent not included in the foregoing, all proceeds of any and all of the foregoing. SCO Supplier acknowledges and agrees that the security interest granted herein attaches at the time of delivery of gas to the SCO Customer.

Columbia shall be entitled to collect and retain from the SCO Customers any and all late payment fees specified in the Tariff. Columbia reserves the right to adjust the SCO Supplier's account with regard to SCO Accounts Receivables purchases for up to one (1) year after the original billing date for any individual SCO Customer's bill at issue for accounting or billing errors, SCO Customer billing disputes, or any other necessary or appropriate adjustment.

In furtherance of the "true sales" or the grants of the security interests contemplated by this Article 8, SCO Supplier hereby certifies and represents to Columbia that:

- (1) SCO Supplier's correct legal name is as set forth in the introductory paragraph of this Agreement;
- (2) SCO Supplier is organized, validly existing and in good standing under the laws of the State of \_\_\_\_\_;
- (3) the SCO Accounts Receivables intended to be sold by SCO Supplier hereunder will be free and clear of any and all liens, security interests, claims, or other encumbrances; and
- (4) under applicable law, Columbia shall be, and hereby is, entitled to file one or more financing statements in those filing offices deemed necessary or appropriate by Columbia, naming SCO Supplier as debtor or seller and Columbia as secured party or buyer and describing the SCO Accounts Receivable, the Collections, and the Related Security as collateral.

## ARTICLE 9

### Offsets by Columbia

Columbia may offset or recoup any and all amounts owed to it by SCO Supplier, or for which it may be held responsible as a result of SCO Supplier's participation in the SCO Program (collectively, the "Offset Amounts"), against and from any and all amounts payable by Columbia to SCO Supplier under the Agreement, including without limitation any amounts payable by Columbia with respect to the SCO Accounts Receivable and DSS Sales Revenues. The Offset Amounts shall include without limitation: (1) all amounts being charged to SCO Supplier as a result of its participation in this SCO Program, (2) all amounts owed directly to Columbia by SCO Supplier, (3) all amounts for which Columbia is or may be held responsible if not paid by SCO Supplier, including without limitation any and all capacity charges billed by interstate pipeline companies, and (4) all other amounts which Columbia is entitled to recoup. Columbia shall toll its offsetting or recoupment of such amounts out of the purchase price of any SCO Accounts Receivable and DSS Sales Revenues in the event that, and only to the extent that, SCO Supplier raises a bona fide dispute as to whether it owes money to Columbia, pending a good faith review of the dispute. To toll that process, SCO Supplier shall provide a detailed written description of the dispute, including disputed amounts, to Columbia. Columbia may withhold payment to SCO Supplier of the purchase price of any SCO Accounts Receivable or DSS Sales Revenues related to said dispute until it has been resolved.

All charges or penalties related to operational balancing and other services provided by Columbia are specified in the Tariff.

## ARTICLE 10

### Default

Each of the following constitutes an Event of Default:

- The failure of SCO Supplier to deliver Natural Gas supplies as set forth in the Tariff that has not been cured after five (5) Days following written notice from Columbia to cure such failure.
- The failure of one Party to pay to the other Party amounts due under this Agreement on or before the Second Business Day following written notice that such payment is due.
- The failure of SCO Supplier to meet or otherwise maintain the requirements for participating in the SCO Program, including without limitation the provision of any Adequate Assurance, required from time to time pursuant to the Agreement.
- A Party's voluntary filing of a bankruptcy petition, the filing of an involuntary bankruptcy petition by a Party's creditors, or having a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to Party or substantially all of Party's assets.
- To the extent not specifically identified above, the failure of a Party to perform, to a material extent, any of its obligations under the Agreement.
- A material misrepresentation by one Party to the other Party in or pursuant to the Agreement.
- The failure of the SCO Supplier to maintain its Commission issued CRNGS certification.

## **ARTICLE 11**

### **Title, Warranty, and Indemnity**

SCO Supplier shall have responsibility for, and assume any liability with respect to the Gas prior to its delivery to Columbia at the specified Pipeline Scheduling Points. Subject to the exceptions set forth hereinbelow, Columbia shall have responsibility for and any liability with respect to the distribution of said Gas after its delivery to Columbia at the Pipeline Scheduling Points.

SCO 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. Except as provided in this Article 11 and in Article 18, all other warranties, express or implied, including any warranty of merchantability or fitness for any purpose with regard to the Gas are disclaimed.

SCO Supplier agrees to indemnify Columbia and save it harmless from all losses, liabilities or claims including reasonable attorneys' fees and costs of court ("Claims"), from any and all persons, arising from or out of claims of title, personal injury or property damage from said Gas or other charges.

Notwithstanding the other provisions of this Article 11, as between SCO Supplier and Columbia, SCO Supplier will be liable for all Claims to the extent that such arise from the failure of Gas delivered by SCO Supplier to meet quality requirements.

## **ARTICLE 12**

### **Remedies**

If an Event of Default occurs and is ongoing, the other Party (the "non-Defaulting Party") may provide written or faxed notice to the Defaulting Party describing the Event of Default and declaring its intention to terminate this Agreement unless the Event of Default is remedied to the satisfaction of the non-Defaulting Party within the time period specified in the Tariff. If the Defaulting Party remedies the Event of Default to the satisfaction of the non-Defaulting Party within that period, then such notice shall be deemed to have been withdrawn and this Agreement shall continue in full force and effect. If the Defaulting Party fails to so remedy the Event of Default within that period of time, then, at the option of the non-Defaulting Party, this Agreement may be terminated. This remedy of termination is and shall be without waiver of any other remedy, whether at law or in equity, to which the non-Defaulting Party may be entitled for breach of this Agreement.

SCO Supplier agrees that, in the Event of Default as defined in this Agreement that is not remedied within the time period specified in the Tariff, and in addition to any other rights and remedies Columbia may enjoy, Columbia shall have the right to liquidate and use the proceeds from any and all of SCO Supplier's Adequate Assurance to satisfy SCO Supplier's obligations under the Agreement. In addition, upon the occurrence of an Event of Default that is not remedied within the time period specified in the Tariff, Columbia shall have the rights of an absolute owner of SCO Accounts Receivable purchased by Columbia hereunder or, as applicable, the rights of a secured party under Article 9 of the Uniform Commercial Code with respect to the SCO Accounts Receivable, the Collections, and the Related Security.

In the event that, during the term of this Agreement, (i) SCO Supplier files a petition for relief under Federal bankruptcy laws, or (ii) SCO Supplier's creditors file an involuntary bankruptcy petition against SCO Supplier, or (iii) a receiver, provisional liquidator, conservator, custodian, trustee or other similar official is appointed with respect to SCO Supplier or substantially all of SCO Supplier's assets, and this Agreement has not been terminated

for non-delivery of Gas supplies, then SCO Supplier shall cause a notice to be filed with the bankruptcy or other appropriate court having jurisdiction, within five (5) Days of the petition having been filed or the appointment having been made, as applicable, indicating its intention either to assume or reject this Agreement and shall promptly thereafter take all actions necessary to effectuate such assumption or rejection; provided, however, that nothing herein shall prohibit Columbia from objecting to such notice of assumption or rejection. To the fullest extent permitted by applicable law, SCO Supplier's failure to file such notice of intention within said five (5) Days shall constitute notice that SCO Supplier intends to reject this Agreement. SCO Supplier acknowledges that its failure to take action to declare its intent may cause irreparable harm to Columbia and/or SCO Customers.

## **ARTICLE 13**

### **Force Majeure**

Neither of the parties hereto shall be liable in damages to the other, except for those provisions identified in Section VII of the Company's tariff, as may be amended from time to time.

## **ARTICLE 14**

### **Customer Information**

SCO Supplier agrees to use any customer information provided to SCO Supplier by Columbia pursuant to SCO Supplier's participation in the SCO Program solely for the purpose of SCO Supplier's performance of its obligations pursuant to this Agreement and for the purpose of soliciting its SCO Customers served pursuant to its SCO Supply Rights to SCO Supplier's products offered by SCO Supplier. Further, SCO Supplier agrees not to disclose or permit to be disclosed the customer-specific information to any person other than those employees or agents of SCO Supplier who are responsible for soliciting customers and to limit use of such disclosed information by such employees or agents to those purposes stated herein. In the event SCO Supplier ceases to act as an SCO Supplier, said SCO Supplier shall continue to maintain the customer-specific information confidential and in accordance with their confidential information retention policy.

## **ARTICLE 15**

### **Limitations on Remedies and Damages**

This Agreement is entered into solely for the benefit of Columbia and SCO Supplier and is not intended and should not be deemed to vest any rights, privileges or interests of any kind or nature in any third party, including, but not limited to the SCO Customers and DSS Customers that SCO Supplier supplies under this Agreement.

FOR BREACH OF ANY PROVISION FOR WHICH ONE OR MORE EXPRESS REMEDIES OR AN EXPRESS MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR REMEDIES OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMED(IES). A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY HEREIN PROVIDED, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER

BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR AGREEMENT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

NOTWITHSTANDING ANYTHING CONTAINED IN THE IMMEDIATELY PRECEDING PARAGRAPH TO THE CONTRARY, THE FOREGOING LIMITATIONS ON REMEDIES AND/OR DAMAGES SHALL NOT APPLY TO ANY PROVISIONS OF THIS AGREEMENT EXPRESSLY SETTING FORTH A DIFFERENT RULE AS TO REMEDIES OR DAMAGES, AND UPON AN EVENT OF DEFAULT HEREUNDER, THE NON-DEFAULTING PARTY SHALL BE ENTITLED TO RECOVER FROM THE DEFAULTING PARTY ITS REASONABLE ATTORNEY'S FEE IN VINDICATING AND ENFORCING ITS RIGHTS HEREUNDER, WHETHER OR NOT LITIGATION IS COMMENCED.

## ARTICLE 16

### 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, SCO Supplier shall not assign this Agreement, in whole or in part, without the prior written approval of Columbia, which shall not be unreasonably withheld.

## ARTICLE 17

### Applicable Law and Regulations

The 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. The Agreement is subject to the continuing jurisdiction of the Commission. In the event that there is a change in any law, rule or regulation that either Party determines, in its sole and absolute discretion, materially affects the purpose of the Agreement or the Party's ability to perform its obligations pursuant to the Agreement, the Parties agree to attempt to negotiate modifications to the Agreement for the purpose of minimizing or eliminating those impacts on the Parties. If the Parties are unable to agree to modifications to the Agreement within fourteen (14) Days of entering negotiations, either party may take the matter to the Commission.

All civil disputes between the Parties shall be filed in Franklin County, Ohio after administrative remedies have been exhausted. **EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION, CLAIM, OR PROCEEDING RELATING TO THIS AGREEMENT.**

## ARTICLE 18

### Notices and Correspondence

Legal and Agreement-related notices to Columbia shall be addressed as follows and sent via electronic email, fax, U.S. mail or certified mail:

Columbia Gas of Ohio, Inc.  
290 W Nationwide Blvd  
Columbus, OH 43215  
Attention: Michele Caddell  
Phone: 614-460-6841  
Email: mcaddell@nisource.com

Legal and Agreement-related notices and correspondence to SCO Supplier shall be addressed as follows and sent via fax, U.S. mail or certified mail:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

Either Party may change the aforementioned information for legal and contractual notices, effective upon receipt, by written notice to the other Party.

**ARTICLE 19**

**Miscellaneous**

18.1 If any provision in this Agreement is determined to be invalid, void or unenforceable by any court having jurisdiction, such determination shall not invalidate, void, or make unenforceable any other provision of this Agreement.

18.2 No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach.

18.3 This Agreement sets forth all understandings between the parties respecting each transaction subject hereto, and any prior Agreements, understandings and representations, whether oral or written, relating to such transactions are merged into and superseded by this Agreement. This Agreement may be amended only by a writing executed by both Parties.

18.4 This Agreement and all provisions herein will be subject to all applicable and valid statutes, rules, orders and regulations of any governmental authority having jurisdiction over the Parties, their facilities, or Gas supply, this Agreement or transaction or any provisions thereof, including without limitation the terms and provisions of the Tariff as it relates to the SCO Program.

18.5 Each Party represents and warrants that it has full and complete authority to enter into and perform this Agreement. Each person who executes this Agreement on behalf of either Party represents and warrants to the other Party that he or she has full and complete authority to do so and that such Party will be bound thereby.

18.6 The headings and subheadings contained in this Agreement are used solely for convenience and do not constitute a part of this Agreement between the parties and shall not be used to construe or interpret the provisions of this Agreement.

18.7 In the event of any conflict between the terms of (i) Columbia's Tariff and (ii) this SCO Supplier Agreement, the terms of Columbia's Tariff shall govern.

18.8 Neither Party shall disclose directly or indirectly, without the prior written consent of the other Party, the terms of this Agreement to a third party (other than the employees, lenders, royalty owners, counsel, accountants and other agents of a Party, or prospective purchasers of all or substantially all of a Party's assets or of any rights under this Agreement, provided such persons shall have agreed to keep such terms confidential) except: (i) in order to comply with any applicable law, order, regulation, or exchange rule, (ii) to the extent necessary for the enforcement of this Agreement, (iii) to the extent necessary to implement this Agreement, (iv) to the extent such information is delivered to such third party for the sole purpose of calculating a published index, or (v) to the extent such information is delivered to the purchasers of SCO Accounts Receivable. Each Party shall notify the other Party of any proceeding of which it is aware which may result in disclosure of the terms of this Agreement (other than as permitted hereunder) and use reasonable efforts to prevent or limit the disclosure. The existence of this Agreement is not subject to this confidentiality obligation. Subject to Article 15, the Parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with this confidentiality obligation. The terms of this Agreement shall be kept confidential by the Parties hereto for one year after the expiration of the Agreement. In the event that disclosure is required by a governmental body or applicable law, the Party subject to such requirement may disclose the material terms of this Agreement to the extent so required, but shall promptly notify the other Party prior to disclosure, and shall cooperate (consistent with the disclosing Party's legal obligations) with the other Party's efforts to obtain protective orders or similar restraints with respect to such disclosure at the expense of the other Party.

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

**COLUMBIA GAS OF OHIO, INC.**

BY: \_\_\_\_\_  
Name: Michele Caddell  
Title: Vice President, Customer Programs & Billing

SCO Supplier:

\_\_\_\_\_

BY: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Exhibit A  
to the Columbia Gas of Ohio, Inc.  
Standard Choice Offer Supplier Agreement  
Between Columbia Gas of Ohio, Inc. (“Columbia”)  
and  
\_\_\_\_\_ (“SCO Supplier”)  
Dated \_\_\_\_\_, 2024

Tranches awarded to SCO Supplier: \_\_\_\_\_

Retail Price Adjustment: \$ \_\_\_\_\_

Term of Agreement: April 1, 2024 through March 31, 2025

Date Default Fee Collateral is to be provided to Columbia: February 23, 2024

Date Cash Collateral is to be provided to Columbia: February 23, 2024