

GAS TARIFF

of

OHIO VALLEY HUB, LLC

Filed with

Indiana Utility Regulatory Commission

Cause No. 41674

Communications Covering Rates Should be Addressed to:

Ohio Valley Hub, LLC  
c/o: Southern Indiana Gas and Electric Company  
20 Northwest Fourth Street  
Evansville, Indiana 47708  
Phone – (812) 491-4552  
Fax – (812) 491-4684

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**For Service Under Rate Schedule FT**  
**Currently Effective Rates**  
(\$ per MMBtu)

Maximum Rates -

Daily Demand Charge: \$ 0.0813 per MMBtu

Commodity Charge: \$ 0.1341 per MMBtu

Minimum Rates -

Daily Demand Charge: \$ 0.0100 per MMBtu

Commodity Charge: \$ 0.0100 per MMBtu

Ohio Valley Hub and Customer may negotiate market rates that fall between the Maximum and Minimum Rates set forth above.

Monthly Invoice Calculations

Daily Demand Component: The monthly charges shall be the sum of the Customer's contractual daily demand quantity (MMBtu per day ) multiplied by the daily demand charge (\$ per MMBtu) multiplied by the actual number of days in the month.

Commodity Component: The monthly charges shall be the total monthly quantity of gas delivered to any of the Ohio Valley Hub, LLC receipt points multiplied by the commodity charge (\$ per MMBtu).

Customer's Applicable Rates: The Customer's applicable daily demand charge and commodity charge shall be stated separately in an executed Firm Transportation Agreement.

**For Service Under Rate Schedule for Storage Service  
Currently Effective Rates  
(\$ per MMBtu)**

Maximum Rates –

Reservation Charge: \$0.0397 per MMBtu

Commodity Charge: \$0.0292 per MMBtu

Minimum Rates –

Reservation Charge: \$0.0100 per MMBtu

Commodity Charge: \$0.0100 per MMBtu

Ohio Valley Hub and Customer may negotiate market rates that fall between the Maximum and Minimum Rates set forth above.

Monthly Invoice Calculations

Reservation Charge Component: The monthly charges shall be the sum of the Customer's contractual reservation quantity (MMBtu per day ) multiplied by the reservation charge (\$ per MMBtu).

Commodity Charge Component: The monthly charges shall be the total monthly quantity of gas injected into storage multiplied by the commodity charge (\$ per MMBtu).

Customer's Applicable Rates: The Customer's applicable reservation charge and commodity charge shall be stated separately in an executed Storage Service Agreement

**Rate Schedule for FT  
Firm Transportation Service**

1. Availability

This Rate Schedule is available for the transportation of natural gas by Ohio Valley Hub for any Customer:

1.1 Where Customer:

- a) Has requested gas to be transported on a firm basis and is eligible for firm transportation service pursuant to Section 8 of this Rate Schedule FT; and
- b) Has executed a Firm Transportation Agreement with Ohio Valley Hub for service under Rate Schedule FT.

1.2 Ohio Valley Hub shall not be required to construct new facilities to perform service under this Rate Schedule in the event capacity necessary to render the requested service does not exist at the time the request is made pursuant to Section 8 herein.

1.3 Ohio Valley Hub may, at its option, add facilities or expand capacity to provide such transportation service. Customer may be required to pay or cause Ohio Valley Hub to be paid for the installed cost of all such facilities.

1.4 Ohio Valley Hub shall not be required to perform service under this Rate Schedule, subject to obtaining any necessary approvals, on behalf of any Customer that fails to comply with any and all of the terms of this Rate Schedule and with the terms of Customer's Firm Transportation Agreement with Ohio Valley Hub.

2. Applicability and Character of Service

2.1 The transportation service provided under this Rate Schedule shall be performed and shall apply to all gas transported by Ohio Valley Hub for Customer under this Rate Schedule up to the Transportation Contract Demand set forth in the Firm Transportation Agreement.

2.2 Transportation under this Rate Schedule shall be considered firm at both the Receipt and Delivery Point(s) to Customer for quantities delivered within Customer's Transportation Contract Demand, and subject to curtailment as provided in Section 9 of the General Terms and Conditions. Ohio Valley Hub shall be obligated to receive from Customer, or for the account of Customer, on a firm basis, quantities of natural gas up to a specific daily transportation quantity which shall be Customer's Firm Transportation Contract Demand and Ohio Valley Hub's Maximum Daily Transportation Obligation.

2.3 Customers shall designate firm primary Receipt Point capacity within their Firm Transportation Contract Demand. Primary Receipt Point capacity will be allocated on a first come, first-served basis, with Customers requesting capacity on the same day treated as being the same in time. If capacity at any receipt point is oversubscribed, such capacity will be allocated pro rata among the parties same in time, based upon the capacity requested by each Customer.

2.4 Customers shall also have use of Secondary Receipt Points. Curtailment of gas receipts for a Customer at a Secondary Receipt Point shall be subject to Section 9 of the General Terms and Conditions.

- 2.5 Provided Ohio Valley Hub's prior consent is obtained, Customer may tender quantities of gas in excess of the Transportation Contract Demand on any day if such tender and transportation of such gas can be accomplished by Ohio Valley Hub without detriment to any other Customer. Subject to the foregoing restrictions, Ohio Valley Hub's consent shall not be unreasonably withheld.

### 3. Rates and Charges

The applicable rates per MMBtu under this Rate Schedule for firm transportation is set forth on the currently effective Sheet No. 3 of this Tariff and these rates are incorporated herein by reference.

#### 3.1 Rates

Customer shall pay to Ohio Valley Hub each month a Daily Demand Charge which shall consist of the Transportation Contract Demand as specified in the Customer's Firm Transportation Agreement multiplied by the applicable Daily Demand Charge per MMBtu multiplied by the numbers of days in the month. The Daily Demand Charge shall be billed as of the effective day of the Firm Transportation Agreement. Unless otherwise agreed to in writing by Ohio Valley Hub and Customer, Customer shall pay Ohio Valley Hub the Maximum Daily Demand and Commodity Charges for firm transportation service provided to Customer up to the Customer's Transportation Contract Demand.

Unless otherwise agreed to in writing by Ohio Valley Hub and Customer, Ohio Valley Hub may file to adjust the rates at any time. However, at no time shall the applicable rate to any Customer exceed the Maximum Rates nor shall they be less than the Minimum Rates set forth in the currently effective Sheet No. 3 of this Tariff.

#### 3.2 Fuel, Company Use and Unaccounted For Quantities

Pursuant to Section 15 of the General Terms and Conditions, Customer must furnish Ohio Valley Hub the quantity of gas required for fuel, company use, and unaccounted for associated with rendering transportation service pursuant to this Rate Schedule. The quantity of gas required for fuel, company use, and unaccounted for shall be equal to the quantity of gas tendered for transportation multiplied by the applicable percentage. Ohio Valley Hub may file to adjust the fuel retention percentage as operating circumstances warrant; however, such changes are subject to regulatory approval and shall not be retroactive.

#### 3.3 Adjustment of Rates

Ohio Valley Hub shall have the right to propose and file with the Commission changes and revisions of this effective Rate Schedule, or to propose and file superseding Rate Schedules for the purpose of changing the rate, charges, or other provisions thereof effective as to the Customer.

### 4. Minimum Monthly Bill

- 4.1 The minimum monthly bill for transportation service rendered hereunder on a firm basis shall consist of the monthly Daily Demand Charge as described in Section 3.1 of this Rate Schedule.
- 4.2 There shall be no minimum monthly commodity charges for service rendered hereunder on a firm basis.

5. Adjustments of Daily Demand Charge

5.1 Allowable Variation in Contract Demand

On any day in which Customer requires deliveries in excess of the effective Transportation Contract Demand, Customer must contact Ohio Valley Hub to receive prior written or oral approval to exceed the contractual quantity.

At the end of each month, there shall be a daily determination for each day during the month that the Customer required delivery of volumes in excess of their Transportation Contract Demand. For all such volumes during a month period, Customer shall pay to Ohio Valley Hub an amount equal to the sum of the Daily Demand Charge plus the Commodity Charge multiplied by the sum of the quantities that were in excess of the Transportation Daily Demand.

5.2 For Impairment of Deliveries

If Ohio Valley Hub declares force majeure, pursuant to Section 9 of the General Terms and Conditions, which renders it unable to perform service for Customer under this Rate Schedule either in whole or in part, then Customer shall be relieved of its obligation to pay FT demand charges for that part of its transportation contract demand that was affected by the force majeure event until the force majeure event is remedied. The demand charge as otherwise computed under this Rate Schedule shall be reduced by an amount which shall be equal to the portion of the daily demand rate multiplied by the difference between the quantity of gas actually delivered during said period and the quantity desired by the Customer during said period.

6. Reimbursement of Fees and Taxes

6.1 Customer shall reimburse Ohio Valley Hub for all fees, if any, required by the Commission or any other regulatory body related to service provided under this Rate Schedule, including filing, reporting and applicable fees. Provided, however, Ohio Valley Hub may waive the filing fees for Customer on a non-discriminatory basis.

7. Receipts and Deliveries

7.1 The Receipt Point(s) for all gas transported by Ohio Valley Hub under this Rate Schedule shall be at mutually agreeable interconnections between Ohio Valley Hub's facilities and the facilities of upstream supply sources or interconnections.

Should Customer's nominations at any particular Point(s) of Receipt exceed the quantity of gas available for receipt at such Point(s) of Receipt, it is the responsibility of Customer and its suppliers to allocate the quantities actually available at such point (s).

Customer agrees to indemnify and hold harmless Ohio Valley Hub from any and all claims, suits, damages, or actions arising from failure of Ohio Valley Hub to receive quantities of gas actually nominated by Customer at any particular Point(s) of Receipt, resulting specifically from the situations described above.

7.2 The Delivery Point(s) for all gas transported by Ohio Valley Hub under this Rate Schedule shall be at mutually agreeable interconnections between Ohio Valley Hub's facilities and the facilities of downstream delivery locations.

7.3 Customer shall deliver or cause to be delivered to Ohio Valley Hub and receive gas from Ohio Valley Hub in as nearly as possible uniform hourly quantities during any day and in as nearly as possible uniform daily quantities during any month.

8. Data Required for Valid Request for Transportation

Requests for transportation hereunder shall be made upon providing the following information in writing to Ohio Valley Hub:

- 8.1 Gas Quantities – The Transportation Contract Demand which will represent Ohio Valley Hub’s maximum daily transportation obligation and a statement of the transportation demand quantities stated individually in MMBtus for each Primary Point of Receipt and Primary Point of Delivery. The sum of the maximum quantities stated for each Primary Point of Receipt or Point of Delivery shall not exceed the total Firm Transportation Contract Demand.
- 8.2 Primary Point(s) of Receipt – The Point(s) of entry into the Ohio Valley Hub’s pipeline where Customer desires capacity to be reserved on a firm basis.
- 8.3 Primary Point(s) of Delivery – The Point(s) of delivery by Ohio Valley Hub where Customer desires capacity to be reserved on a firm basis.
- 8.4 Term of Service –
  - a) Date that service is requested to commence;
  - b) Duration of service requested.
- 8.5 Statement that Customer has the right to acquire title to the gas to be delivered at the time a transportation request is made, and has title to the gas to be delivered when the service commences, or at some stage of the transaction, and has entered into or will enter into those arrangements necessary to assure all upstream and downstream transportation will be in place prior to the commencement of transportation of gas through the Ohio Valley Hub.
- 8.6 That the gas to be transported by Ohio Valley Hub meets the quality specifications as stated in Section 2 of the General Terms and Conditions. At Ohio Valley Hub’s request, Customer shall provide an analysis of the gas stream to be delivered to Ohio Valley Hub.
- 8.7 If the transportation agreement is to be signed with a party acting as agent for principal, then a copy of the Agency Agreement must be provided.
- 8.8 Customer shall provide the credit information as contained in Section 5 of the General Terms and Conditions. Service is contingent upon a satisfactory credit appraisal and maintenance of a satisfactory credit record. Based upon the credit information of the Customer, Ohio Valley Hub may require information, deny service or require security.
- 8.9 Customer must execute the contract within fifteen (15) days after Ohio Valley Hub has accepted the request for firm service and tendered the contract to Customer. If Customer does not execute the contract within this time, Customer’s request may be deemed null and void.

9. General Terms and Conditions

All of the General Terms and Conditions are applicable to and are hereby incorporated as a part of this Rate Schedule.

### Rate Schedule for Storage Service

1. Availability

This Rate Schedule is available for the purchase of storage service from the Ohio Valley Hub for any Customer subject to the following limitations:

- a) Ohio Valley Hub has determined that it has sufficient available and uncommitted storage capacity to perform service requested by Customer;
- b) Ohio Valley Hub and Customer have executed an Agreement under this Rate Schedule; and
- c) Ohio Valley Hub and Customer have executed applicable transportation agreements to enable the delivery of gas to the storage facility and the redelivery of gas to Customer.

2. Applicability and Character of Service

The service provided hereunder provides for the firm receipt and injection of Customer's gas into storage and the subsequent firm withdrawal and delivery of gas. The service is a contract storage service which requires the Customer to schedule and nominate quantities to be injected into or withdrawn from storage.

3. Definitions

- 3.1 The term "Maximum Daily Withdrawal Quantity" shall mean the maximum quantity of gas the Ohio Valley Hub is required to withdraw during any one day from storage for a Customer.
- 3.2 The term "Maximum Daily Injection Quantity" shall mean the maximum quantity of gas the Ohio Valley Hub is required to inject during any one day into storage for a Customer.
- 3.3 The term "Maximum Inventory Quantity" shall mean the maximum quantity of gas the Ohio Valley Hub is required to store in inventory at any time.

4. General Terms and Conditions

All General Terms and Conditions are applicable to and are hereby incorporated as a part of this Rate Schedule.

5. Rates

The applicable rates per MMBtu under this Rate Schedule for storage service are set forth on the currently effective Sheet No. 3 of this tariff and these rates are incorporated herein by reference. The amounts which shall be paid by Customer to Ohio Valley Hub for each month during the period of service hereunder shall include the sum of the amounts due under the subsections of this Section 5 that are applicable to Customer for such month.

5.1 Storage Rates:

- a) Reservation Rate – The reservation rate shall be paid for each MMBtu of the Customer's contracted Maximum Daily Injection Quantity multiplied by the number of days in the month being billed.
- b) Commodity Rate – The commodity rate shall be paid for each MMBtu nominated and injected into storage during the month.

6. Transfer of Gas in Place

Ohio Valley Hub shall permit transfers of title of gas in inventory provided both Customers have executed an agreement under this Rate Schedule which will permit the delivery of gas and such transfer does not result in either Customer exceeding its Maximum Inventory Quantity.

7. Operational Provisions

- 7.1 Inventory verification tests will be conducted on a semiannual basis. These tests require the temporary suspension of storage field activities, both the injection and withdrawal of gas, for a period of approximately two weeks per test. Ohio Valley Hub may temporarily adjust the limit and allow make-up quantities on succeeding days. Ohio Valley Hub will provide at least 30 days notice with regard to the scheduling of these shut-in periods to allow Customers to adjust for the interruption of service.
- 7.2 If Customer desires Ohio Valley Hub to store gas for Customer's account under this Rate Schedule, it shall give notice to Ohio Valley Hub specifying the quantity of gas which Customer desires to be injected into or withdrawn from storage under this Rate Schedule on such day. Ohio Valley Hub shall thereupon inject or withdraw the quantity of gas as nominated.
- 7.3 Ohio Valley Hub shall be obligated to accept gas for storage for Customer's account only when Customer's storage inventory is less than Customer's Maximum Inventory Quantity.

SERVICE REQUEST FORM

Send to:  
Ohio Valley Hub, LLC ("OVH")  
20 Northwest Fourth Street  
Evansville, Indiana 47708

Attention: OVH Administration  
Phone: (812) 491-4732  
Fax: (812) 491-4687

THIS FORM MUST BE COMPLETED FOR EACH TRANSPORTATION REQUEST.

Company Name: \_\_\_\_\_  
(Party to execute transportation request/amendment)

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

1. General Information:

Legal Name: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

Duns Number: \_\_\_\_\_

2. Service Type/Rate Schedule:

This request is for:

\_\_\_\_ Rate Schedule FT, Firm Transportation Service

\_\_\_\_ Rate Schedule for Storage Service

Requested Rate:

\_\_\_\_ Rate Schedule FT, Daily Demand Charge

\_\_\_\_ Rate Schedule FT, Commodity Charge

\_\_\_\_ Rate Schedule for Storage Service, Reservation Charge

\_\_\_\_ Rate Schedule for Storage Service, Commodity Charge

3. Contract Demand (MMBtu @ 14.73 dry)
- a) Rate Schedule FT, Firm Transportation Service  
Transportation Contract Demand for November through March: \_\_\_\_\_ MMBtu
- b) Rate Schedule for Storage Service  
Maximum Daily Injection Quantity \_\_\_\_\_ MMBtu  
Maximum Daily Withdrawal Quantity \_\_\_\_\_ MMBtu  
Maximum Inventory Quantity \_\_\_\_\_ MMBtu

4. Request Type:  
\_\_\_\_ New Firm Transportation Agreement  
\_\_\_\_ New Storage Service Agreement  
\_\_\_\_ Amendment to Existing Agreement Contract No. \_\_\_\_\_

5. Term:  
Service beginning on: \_\_\_\_\_  
Service ending on: \_\_\_\_\_

6. Receipt Point (s):
- | <u>Name</u> | <u>Meter No.</u> | <u>Daily Quantity</u> | <u>Interconnect Party</u> | <u>Location County, State</u> |
|-------------|------------------|-----------------------|---------------------------|-------------------------------|
|-------------|------------------|-----------------------|---------------------------|-------------------------------|

7. Delivery Point (s):
- | <u>Name</u> | <u>Meter No.</u> | <u>Daily Quantity</u> | <u>Interconnect Party</u> | <u>Location County, State</u> |
|-------------|------------------|-----------------------|---------------------------|-------------------------------|
|-------------|------------------|-----------------------|---------------------------|-------------------------------|

Through signature hereunder, the party requesting transportation and/or storage service states that the information herein is complete and accurate to the best of its knowledge, information and belief.

\_\_\_\_\_  
Company Name

By: \_\_\_\_\_  
Name and Title

FOR OHIO VALLEY HUB USE ONLY:

Date Request Received: \_\_\_\_\_  
Date Requestor Notified of Incomplete Request: \_\_\_\_\_  
Date Request Accepted as Complete & Valid: \_\_\_\_\_

FORM OF FIRM TRANSPORTATION AGREEMENT  
Rate Schedule FT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between Ohio Valley Hub, LLC, an Indiana Corporation, hereinafter referred to as "Ohio Valley Hub," and \_\_\_\_\_, a \_\_\_\_\_ corporation, hereinafter referred to as "Customer,"

WITNESSETH

WHEREAS,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the parties hereto covenant and agree as follows:

ARTICLE 1, DEFINITIONS

1.1 Definition of Terms of the General Terms and Conditions on file with the Indiana Utility Regulatory Commission is hereby incorporated by reference and made a part of this Agreement.

ARTICLE 2, TRANSPORTATION SERVICE

2.1 Subject to the terms and provisions of this Agreement, Customer agrees to deliver or cause to be delivered to Ohio Valley Hub, at the Point of Receipt (s) in Exhibit "A" hereunder, gas for transportation, and Ohio Valley Hub agrees to receive, transport and redeliver, at the Point(s) of Delivery in Exhibit "A" hereunder, Equivalent Quantities of Gas to Customer or for the account of Customer, in accordance to Section 3 of the effective Rate Schedule FT and the Terms and Conditions contained herein, up to \_\_\_\_\_ MMBtu per day, which shall be the Customer's Transportation Contract Demand.

2.2 Customer shall reimburse Ohio Valley Hub for the quantity of gas required for fuel, company use, and unaccounted for associated with the transportation service hereunder in accordance with Section 15 of the General Terms and Conditions.

2.3 Ohio Valley Hub, at its sole option, may transport daily quantities in excess of the Transportation Contract Demand.

2.4 In order to protect its system, the delivery of gas to its Customers and/or the safety of its operations, Ohio Valley Hub shall have the right to vent excess natural gas delivered to Ohio Valley Hub by Customer or Customer's supplier (s). Prior to venting excess gas, Ohio Valley Hub will use its best efforts to contact Customer or Customer's supplier in an attempt to correct such excess gas deliveries to Ohio Valley Hub. Ohio Valley Hub may vent such excess gas solely within its reasonable judgement and discretion without liability to Customer, and a pro-rata share of any gas so vented shall be allocated to Customer. Customer's pro-rata share shall be determined by a fraction, the numerator of which shall be the quantity of gas delivered to Ohio Valley Hub at the Point of Receipt by Customer or Customer's supplier in excess of the Customer's confirmed nomination and the denominator of which shall be the total quantity of gas in excess of the total confirmed nominations flowing, multiplied by the total quantity of gas vented or lost hereunder.

2.5 All receipts and deliveries of gas, less fuel if applicable, shall be allocated and balanced on a daily basis by Ohio Valley Hub.

### ARTICLE 3, SCHEDULING

3.1 Customer shall provide Ohio Valley Hub with the daily scheduled nominations of gas receipts and deliveries in accordance with guidelines provided in Section 16 of the General Terms and Conditions.

### ARTICLE 4, POINTS OF RECEIPT AND DELIVERY

4.1 Customer shall deliver gas or cause gas to be delivered to Ohio Valley Hub at the Point(s) of Receipt specified in Exhibit "A" attached hereto and Ohio Valley Hub shall redeliver gas to Customer or for the account of Customer at the Point(s) of Delivery specified in Exhibit "A" attached hereto in accordance with Sections 7 and 14 of the General Terms and Conditions.

### ARTICLE 5, TERM OF AGREEMENT

5.1 This Agreement shall become effective upon its execution and remain in full force and effect with a primary term beginning \_\_\_\_\_, and ending on \_\_\_\_\_.

### ARTICLE 6, POINT(S) of MEASUREMENT

6.1 The gas shall be delivered by Customer to Ohio Valley Hub and redelivered by Ohio Valley Hub to Customer at the Point(s) of Receipt and Delivery hereunder. The gas shall be measured or caused to be measured by Ohio Valley Hub at the Point(s) of Receipt and Point(s) of Delivery.

### ARTICLE 7, FACILITIES

7.1 Customer may be required to pay or cause Ohio Valley Hub to be paid the installed cost of any new facilities required to receive service under this Rate Schedule FT. Customer shall only be responsible for the installed cost of any new facilities if agreed to in writing between Ohio Valley Hub and Customer.

### ARTICLE 8, RATES AND CHARGES

8.1 Each month, Customer shall pay Ohio Valley Hub for the service hereunder, an amount determined in accordance with Section 3 of Ohio Valley Hub's Rate Schedule FT, which Rate Schedule FT is by reference made a part of this Agreement. The applicable rates under this contract for service shall be:

Daily Demand Rate	\$_____ per MMBtu
Commodity Rate	\$_____ per MMBtu

The monthly charges for such service consist of the Customer's Transportation Contract Demand multiplied by the applicable Daily Demand Charge per MMBtu multiplied by the number of days in the month. The Daily Demand Charge shall be billed as of the effective date of the Firm Transportation Agreement. In addition, Customer shall pay Ohio Valley Hub each month the applicable commodity charge multiplied by the quantity of gas received from Customer at the Point(s) of Receipt.

For any quantities delivered to Ohio Valley Hub in excess of Customer's Transportation Contract Demand, Customer agrees to pay Ohio Valley Hub the charges as defined in Section 5.1 of the Rate Schedule FT.

8.2 It is agreed that Ohio Valley Hub may seek authorization from the Indiana Utility Regulatory Commission for changes to any rates and terms herein or in Rate Schedule FT, as may be found necessary to assure Ohio Valley Hub just and reasonable rates. Nothing herein contained shall be construed to deny Customer any rights it may have to intervene and participate fully in rate proceedings by intervention or otherwise to contest increased rates in whole or in part.

ARTICLE 9, MISCELLANEOUS

9.1 Ohio Valley Hub's Transportation Service hereunder shall be subject to receipt of all requisite regulatory authorizations from the Indiana Utility Regulatory Commission in a manner and form acceptable to Ohio Valley Hub. The parties agree to furnish each other with any and all information necessary to comply with any laws, orders, rules or regulations.

9.2 Except as may be otherwise provided, any notice, request, demand, statement, or bill provided for in this Agreement or any other notice which a party may desire to give to the other shall be in writing and mailed by regular mail or by postpaid registered mail to the post office address of the party intended to receive the same or by facsimile transmission as follow:

Ohio Valley Hub, LLC  
C/o: Southern Indiana Gas and Electric Company  
20 Northwest Fourth Street  
Evansville, IN 47708  
Attention: Vice President, Energy Delivery  
Phone #: 812-491-4552  
Fax #: 812-491-4684

Customer

The address of either party may, from time to time, be changed by a party mailing appropriate notice thereof to the other party.

9.3 Customer shall have fifteen (15) days from the date of receipt of this Agreement in which to execute such Agreement or Customer's request may be deemed null and void.

9.4 This Agreement shall be governed by the laws of the State of Indiana.

9.5 Each party agrees to file timely all statements, notices and petitions required under the Indiana Utility Regulatory Commission's Regulations or any other applicable rules or regulations of any governmental authority having jurisdiction hereunder and to exercise due diligence to obtain all necessary governmental approvals required for the implementation of this Firm Transportation Agreement.

9.6 All terms and conditions of Rate Schedule FT and the attached Exhibits are hereby incorporated to and made a part of this Agreement.

9.7 This contract shall be binding upon and inure to the benefit of the successors, assigns and legal representatives of the parties hereof.

9.8 Neither party hereto shall assign this Agreement or any of its rights or obligations hereunder without the written consent of the other party. Notwithstanding the foregoing, either party may assign its right, title and interest in, to and by virtue of this Agreement including any and all extensions, renewals, amendments and supplements thereto, to a trustee or trustees, individual or corporate, as security for bonds or other obligations or securities, without such trustee or trustees assuming or becoming in any respect obligated to perform any of the obligations of the assignor and, if any trustee be a corporation, without its being required by the parties hereto to qualify to do business in the state in which the performance of this Agreement may occur. Nothing contained herein shall require consent to transfer this Agreement by virtue of merger or consolidation of a party hereto or a sale of all or substantially all of the assets of a party hereto, or any other corporate reorganization of a party hereto.

9.9 This Agreement insofar as it is affected thereby, is subject to all valid rules, regulations, and orders of all governmental authorities having jurisdiction.

9.10 No waiver by either party of any one or more defaults by the other in the performance of any provisions hereunder shall operate or be construed as a waiver of any future default or defaults whether of a like or a different character.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective representatives thereunto duly organized, on this the day and year first above written.

OHIO VALLEY HUB, LLC

ATTEST:

\_\_\_\_\_

Its \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Its \_\_\_\_\_

\_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

Date of Execution by Customer:

\_\_\_\_\_

EXHIBIT "A"  
FIRM TRANSPORTATION AGREEMENT  
Rate Schedule FT

Customer: \_\_\_\_\_

Transportation Contract Demand: \_\_\_\_\_

Effective Date: \_\_\_\_\_

Primary Receipt Point (s):

<u>Name</u>	<u>Meter No.</u>	<u>Daily Quantity</u>	<u>Interconnect Party</u>	<u>Location County, State</u>
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Primary Delivery Point (s):

<u>Name</u>	<u>Meter No.</u>	<u>Daily Quantity</u>	<u>Interconnect Party</u>	<u>Location County, State</u>
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OHIO VALLEY HUB, LLC

\_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

FORM OF STORAGE SERVICE AGREEMENT  
Rate Schedule for Storage Service

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between Ohio Valley Hub, LLC, an Indiana Corporation, hereinafter referred to as "Ohio Valley Hub," and \_\_\_\_\_, a \_\_\_\_\_ corporation, hereinafter referred to as "Customer,"

WITNESSETH

WHEREAS,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the parties hereto covenant and agree as follows:

ARTICLE 1, DEFINITIONS

1.1 Definition of Terms of the General Terms and Conditions on file with the Indiana Utility Regulatory Commission is hereby incorporated by reference and made a part of this Agreement.

ARTICLE 2, TRANSPORTATION SERVICE

2.1 Subject to the terms and provisions of this Agreement, Customer agrees to deliver gas or cause gas to be delivered to Ohio Valley Hub, up to the Maximum Injection Quantity for Storage up to the Maximum Inventory Quantity in accordance with the procedures set forth in the Rate Schedule for Storage Service.

2.2 Ohio Valley Hub agrees to deliver to the Customer gas, up to the Maximum Withdrawal Quantity, in accordance with the procedures set forth in the Rate Schedule for Storage Service.

2.3 Ohio Valley Hub, at its sole option, may inject or withdraw daily quantities in excess of the Maximum Injection or Withdrawal Quantities only if it can do so without adverse effects on its pipeline operations or its ability to meet all of its other service obligations.

ARTICLE 3, POINTS OF RECEIPT AND DELIVERY

3.1 Customer shall deliver or cause to be delivered gas hereunder at the Point of Receipt.

3.2 Ohio Valley Hub shall deliver to Customer equivalent quantities of gas stored hereunder at the Point of Delivery.

ARTICLE 4, SCHEDULING

4.1 Customer shall give Ohio Valley Hub notice of nominated volumes according to Section 16 of the General Terms and Conditions.

ARTICLE 5, TERM OF AGREEMENT

5.2 This Agreement shall become effective upon its execution and remain in full force and effect with a primary term beginning \_\_\_\_\_, and ending on \_\_\_\_\_.

ARTICLE 6, RATES AND CHARGES

6.1 Each month, Customer shall pay Ohio Valley Hub for the service hereunder, an amount determined in accordance with Section 5 of the Rate Schedule for Storage Service, which is by reference made a part of this Agreement. . The applicable rates under this contract for service shall be:

Reservation Rate	\$ _____ per MMBtu
Commodity Rate	\$ _____ per MMBtu

6.2 It is agreed that Ohio Valley Hub may seek authorization from the Indiana Utility Regulatory Commission for changes to any rates and terms herein or in Rate Schedule for Storage Service, as may be found necessary to assure Ohio Valley Hub just and reasonable rates. Nothing herein contained shall be construed to deny Customer any rights it may have to intervene and participate fully in rate proceedings by intervention or otherwise to contest increased rates in whole or in part.

ARTICLE 7, MISCELLANEOUS

7.1 Ohio Valley Hub's Transportation Service hereunder shall be subject to receipt of all requisite regulatory authorizations from the Indiana Utility Regulatory Commission in a manner and form acceptable to Ohio Valley Hub. The parties agree to furnish each other with any and all information necessary to comply with any laws, orders, rules or regulations.

7.2 Except as may be otherwise provided, any notice, request, demand, statement, or bill provided for in this Agreement or any other notice which a party may desire to give to the other shall be in writing and mailed by regular mail or by postpaid registered mail to the post office address of the party intended to receive the same or by facsimile transmission as follow:

Ohio Valley Hub, LLC  
c/o: Southern Indiana Gas and Electric Company  
20 Northwest Fourth Street  
Evansville, IN 47708  
Attention: Vice President, Energy Delivery  
Phone #: 812-491-4552  
Fax #: 812-491-4684

Customer

The address of either party may, from time to time, be changed by a party mailing, by certified or registered mail, appropriate notice thereof to the other party.

7.3 Customer shall have fifteen (15) days from the date of receipt of this Agreement in which to execute such Agreement or Customer's request may be deemed null and void.

7.4 This Agreement shall be governed by the laws of the State of Indiana.

7.5 Each party agrees to file timely all statements, notices and petitions required under the Indiana Utility Regulatory Commission's Regulations or any other applicable rules or regulations of any governmental authority having jurisdiction hereunder and to exercise due diligence to obtain all necessary governmental approvals required for the implementation of this Storage Agreement.

7.6 All terms and conditions of Rate Schedule for Storage Service and the attached Exhibits are hereby incorporated to and made a part of this Agreement.

7.7 This contract shall be binding upon and inure to the benefit of the successors, assigns and legal representatives of the parties hereof.

7.8 Neither party hereto shall assign this Agreement or any of its rights or obligations hereunder without the written consent of the other party. Notwithstanding the foregoing, either party may assign its right, title and interest in, to and by virtue of this Agreement including any and all extensions, renewals, amendments and supplements thereto, to a trustee or trustees, individual or corporate, as security for bonds or other obligations or securities, without such trustee or trustees assuming or becoming in any respect obligated to perform any of the obligations of the assignor and, if any trustee be a corporation, without its being required by the parties hereto to qualify to do business in the state in which the performance of this Agreement may occur. Nothing contained herein shall require consent to transfer this Agreement by virtue of merger or consolidation of a party hereto or a sale of all or substantially all of the assets of a party hereto, or any other corporate reorganization of a party hereto.

7.9 This Agreement insofar as it is affected thereby, is subject to all valid rules, regulations, and orders of all governmental authorities having jurisdiction.

7.10 No waiver by either party of any one or more defaults by the other in the performance of any provisions hereunder shall operate or be construed as a waiver of any future default or defaults whether of a like or a different character.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective representatives thereunto duly organized, on this the day and year first above written.

OHIO VALLEY HUB, LLC

ATTEST:

\_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

Its \_\_\_\_\_

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

Its \_\_\_\_\_

Date of Execution by Customer:

\_\_\_\_\_

GENERAL TERMS AND CONDITIONS

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## GENERAL TERMS AND CONDITIONS

### 1. Definition of Terms

Except where the context expressly states another meaning, the following terms, when used in this tariff and in any service agreements, shall be construed to have the following meanings:

- 1.1 The term "gas day" shall mean a period of twenty-four consecutive hours beginning at 9:00 a.m. to 9:00 a.m., Central Clock Time.
- 1.2 The term "Central Clock Time" (CCT) shall mean adjusting for Daylight Savings Time and Standard Time (CT).
- 1.3 The term "business day" shall mean Monday through Friday, excluding Federal Banking Holidays for transactions in the U. S.
- 1.4 The term "month" shall mean the period beginning on the first day of the calendar month and ending on the first day of the next succeeding calendar month.
- 1.5 The term "year" shall mean a period of 365 consecutive days beginning with the date of first delivery of gas under the executed service agreement, or on any anniversary thereof; provided, however, that any such year which contains a date of February 29 shall consist of 366 consecutive days.
- 1.6 The term "gas" shall include natural gas, oil well gas produced in association with crude oil and synthetic or substitute natural gas.
- 1.7 The term "fax" shall mean communications transmitted by facsimile and shall qualify as written communication within the terms of this tariff and rendered when time stamped.
- 1.8 The term "psia" shall mean pounds per square inch absolute.
- 1.9 The term "psig" shall mean pounds per square inch gauge.
- 1.10 The term "standard cubic foot of gas" for purposes of measurement hereunder shall mean the quantity of gas which would occupy one cubic foot of space when such gas is at a temperature of 60 degrees Fahrenheit and at a pressure of 14.73 (psia) and dry. For gas volumes reported in cubic meters, the standard conditions are 101.325kPa, 15 degrees C and dry. For gas volumes reported in gigacalories, the standard conditions are 1.035646 Kg/cm<sup>2</sup> and 15.6 degrees C and dry.
- 1.11 The term "Mcf" is the abbreviation employed to denote 1,000 standard cubic feet of gas.
- 1.12 The term "Btu" is the abbreviation employed to denote a British Thermal Unit.
- 1.13 The term "MMBtu" is the abbreviation employed to denote 1,000,000 Btu and shall be synonymous and interchangeable with the term "dekatherm" (Dth) and shall be the standard unit for purposes of nominations, scheduling, invoicing and balancing. Allocated quantities and imbalances shall be expressed in the same units as nominated quantities.
- 1.14 The term "unit total heating value" means the number of British thermal units determined on a dry basis, that are produced by the combustion, at a constant pressure of the amount of gas which would occupy a volume of 1.0 cubic foot at a temperature of sixty (60) degrees Fahrenheit and under a pressure of fourteen and seventy-three hundredths (14.73)

(psia) with air at the same temperature and pressure as the gas, when the products of combustion are cooled to the initial temperature of the gas and air and when the water formed by combustion is condensed to the liquid state. Standard reporting basis for Btu shall be 14.73 psia and 60 degrees Fahrenheit and dry.

- 1.15 The term “quantity of gas” shall mean the number of units of gas expressed in MMBtu unless otherwise specified.
- 1.16 The term “equivalent quantities” shall mean quantities of gas or equal thermal content as determined by the product of their quantities and heating values as defined above and in Section 3 of these General Terms and Conditions, less reductions in gas quantities due to the quantity of gas consumed as compressor fuel, company use, unaccounted for and loss due to venting.
- 1.17 The terms “Transporter,” “Pipeline,” “Company,” and “Ohio Valley Hub” are synonymous and all shall mean Ohio Valley Hub, LLC.
- 1.18 The term “Customer” shall mean an entity having gas transported through Transporter’s pipeline system in accordance with the provisions of the Rate Schedule FT in this tariff.
- 1.19 The term “transportation contract demand” shall mean the maximum daily quantity of gas set forth in the executed firm transportation agreement which Transporter shall be obligated to deliver to Customer and which Customer shall be entitled to receive from Transporter.
- 1.20 The term “Operational Flow Order” shall mean the verbal and/or written communication Ohio Valley Hub shall utilize to inform Customers of necessary actions to preserve and protect the security and integrity of the pipeline system.

## 2. Quality

- 2.1 Gas received or delivered hereunder shall:
  - a) Be merchantable natural gas, commercially free from dust, solids, gums, gum-forming constituents, gasoline, water or any other substance of any kind which may become separated from the gas in the course of transportation through Transporter’s pipeline;
  - b) Not contain more than seven (7) pounds of water per million standard cubic feet of gas determined by analytical instrumentation of standard manufacture for this purpose including the Bureau of Mines type dew Point(s)tester;
  - c) Not contain more than one (1) grain of hydrogen sulfide, nor more than twenty (20) grains of total sulphur, per one hundred (100) standard cubic feet of gas; and mercaptan sulphur shall not constitute any portion of the allowable total sulphur content; and
  - d) Contain zero (0.0) percent hydrogen, not more than one-tenth (.1) of one percent by volume of oxygen, nor more than two (2) percent by volume of carbon dioxide, nor more than four and one half (4-1/2) percent by volume of all non-hydrocarbon gases combined.
- 2.2 Gas received hereunder shall:
  - a) Not be at a temperature more than one hundred twenty (120) degrees Fahrenheit; except where local conditions require or permit other; nor less than forty (40) degrees Fahrenheit;
  - b) Not have a hydrocarbon dew point in excess of ten (10) degrees Fahrenheit under the expected operating conditions; and

- c) Not contain less than nine hundred sixty seven (967) British thermal units per standard cubic foot of gas determined on a dry basis.

2.3 Gas delivered hereunder shall:

- a) Not be at a temperature more than one hundred twenty (120) degrees Fahrenheit; and
- b) Not contain less than nine hundred eighty-six (986) British thermal units per standard cubic foot of gas determined on a dry basis.

2.4 Transporter reserves the right:

- a) To utilize hydrocarbon dew point curves to evaluate the gas received to determine if condensate will form out of the gas into the pipeline under expected operating conditions;
- b) To refuse to accept totally, or in part, gas that, in its opinion, will create operating problems during the course of movement through its pipeline.

2.5 Customer or Customer's supplier shall not permit or cause the injection of oxygen or any other substance which will dilute such gas, even if such dilution does not render the gas unable to meet the quality specifications outlined above.

2.6 Either party shall not be obligated to receive or transport gas hereunder that fails to conform to the requirement above and shall have the right, after giving notice to the other party, to refuse to receive or transport such gas as long as such gas fails to conform to the foregoing requirements.

2.7 Failure to meet specifications: Should any gas tendered for delivery to Transporter hereunder fail at any time to conform to any of the specifications of this Article, Transporter shall notify Customer of any such failure and Transporter may at its option suspend all or a portion of the receipt of any such gas, and Transporter shall be relieved of their obligations hereunder for the duration of such time as the gas does not meet such specifications.

3. Measuring and Measuring Equipment

3.1 General

Instrumentation required to determine gas volumes, mass and MMBtu will either be a combination of mechanical, electro/mechanical, pneumatic mechanical, electro/pneumatic/mechanical or electronic. The type of meter utilized for measurement at the Point(s) of Receipt and Delivery shall be separately agreed to between Transporter and the party operating the Point(s) of Receipt or Delivery. The accumulated data will be recorded on charts or stored in electronic flow computers.

3.2 Unit of Gas

The unit of gas received or delivered by Transporter shall be 1 MMBtu. The number of MMBtu shall be determined by multiplying the number of standard cubic feet of gas by the total heating value of such gas in Btu per standard cubic foot as defined in Section 3.3 below, and by dividing the product by 1 million (1,000,000).

3.3 Determination of Volume and Unit Total Heating Value

The volume and unit heating value of gas shall be determined by the party performing measurement at the Point(s) of Receipt or Delivery using the following:

- a) The unit weight for the purpose of measurement shall be one (1) pound of mass of gas:
  - b) For deliveries or receipts hereunder the average absolute atmospheric (barometric) pressure shall be assumed to be fourteen and seven-tenths (14.7) pound per square inch;
  - c) The average unit total heating value of the gas shall, at Transporter's option, be determined at each point of measurement by: (1) use of a spot sample taken during each month to be analyzed on a gas chromatograph, (2) use of a sample taken by a continuous sampler to be analyzed on a gas chromatograph, (3) use of an on-line gas chromatograph or (4) from an upstream or downstream party at the Point(s) of Receipt or Delivery. If chromatographic analysis is used, the unit total heating value shall be calculated using the compound values contained in the American Gas Association Gas Measurement Committee Report No. 3, September 1985, including the Appendices thereto and modifications and amendments thereof.
  - d) The temperature of the gas for any day shall be determined by taking the arithmetic average of the hourly temperature readings, or by transmitting the temperature directly to a flow computer from a thermometer so installed as to properly sense the temperature of the gas passing through the meters; provided, however, that where quantities of gas metered will not be materially affected by doing so, the temperature of the gas for any day may be determined by any other method which may be practical in the circumstances; and
  - e) The specific gravity of the gas shall be determined for any day by taking the arithmetic average of the hourly reading or by transmitting the gravity directly to the flow computer from a gravimeter of approved type which shall be checked at least once each month by the use of an Edwards balance or by any other industry accepted method, by chromatographic analysis using the compound values contained in the American Gas Association Gas Measurement Committee Report No. 3, September 1985, including any Appendices thereto and modifications and amendments thereof. Provided, however, that where quantities of gas metered shall not be materially affected by doing so, the specific gravity of the gas for any day may be determined by any other recognized method which may be practicable in the circumstances.
- 3.4 All orifice meter volumes shall be computed in accordance with the American Gas Association Measurement Committee Report No. 3, September 1985, including the Appendices thereto and modifications and amendments thereof.
- 3.5 All turbine meters volumes shall be computed in accordance with the American Gas Association Measurement Committee Report No. 7, November 1984, including the Appendices thereto and modifications and amendments thereof.
- 3.6 In the cases where measurements shall be other than orifice or turbine meters all necessary factors for proper volume determination shall be applied.
- 3.7 Spot gas samples taken from the pipeline system for purposes of determining or deriving quantitative values that will be used in the computation of gas volume and Btu per cubic foot shall be obtained by use of the method contained in Gas Processors Association Publication Number GPA 2166-86, GPA Method for Obtaining Natural Gas Samples for Analysis by Gas Chromatography.
- 3.8 For purposes of instrument calibration and engineering formulae for volume and MMBtu computation, 30 inches of mercury shall equate to 14.73 psia. Conversion of volumes and MMBtu to other contractual conditions shall be made from the base of 14.73 psia.

- 3.9 Customer may install, maintain, and operate at its own expense, such check measuring equipment as it desires at or near the point gas is delivered, provided that such equipment shall be installed as not to interfere with the operation of Transporter's measuring equipment.
- 3.10 Right to be Present: Transporter and the company receiving custody transfer shall have the right to have representatives present at the time of any installing, reading, cleaning, changing, repairing, inspecting, testing, calibrating or adjusting done in connection with the other's measuring equipment used in measuring, calibrating or checking the measurement of deliveries of gas under this tariff. Transporter and the company receiving custody transfer shall each give the other notice of the time of all tests so that the other may conveniently have its representative present.
- 3.11 Care Required: All installation of measuring equipment applying to or affecting deliveries of gas shall be made in such manner as to permit accurate determination of the quantity of gas delivered and ready verification of the accuracy of measurement.
4. Invoice, Payment and Supporting Documentation
- 4.1 Monthly invoice date: Ohio Valley Hub shall render invoice on or before the tenth (10<sup>th</sup>) business day of each month for all gas delivered and gas service furnished during the preceding month, according to the measurement, computations and charges provided in this tariff. Render shall mean postmarked for mail invoices, time-stamped for faxed invoices.
- 4.2 Payment due date: All payments are due ten (10) calendar days after the invoice is rendered except when such day is a Saturday, Sunday or bank holiday, in which case payment is due the following business day. Payments shall be made for invoices rendered pursuant to Section 4.1. Customer making payment should submit supporting documentation and Ohio Valley Hub will apply payment per supporting documentation provided by paying customer. If payment differs from the invoice amount, remittance detail should be provided with the payment. If invoice is in dispute, Customer shall pay the portion not in dispute and provide documentation identifying basis for the dispute.
- 4.3 Right of examination: Both Ohio Valley Hub and Customer shall have the right to examine at any reasonable time the books and records of the other party to the extent necessary to verify the accuracy of the statement or computation made under or pursuant to the provisions of this tariff.
- 4.4 Penalty for late payment: Should Customer fail to pay all or a portion of any undisputed invoice when such amount is due, as herein provided, Customer shall pay Ohio Valley Hub interest. Interest on the unpaid portion of the invoice shall be computed by multiplying: (a) the unpaid portion of the invoice by (b) the ratio of the number of days from the due date to the date of actual payment to 365, by (c) the effective prime commercial interest rate per annum as quoted in the Wall Street Journal. The interest charge provided for in this Section 4.6 shall be compounded monthly.
- 4.5 In the event an error is discovered in the measured quantities, allocated quantities or the rate billed in any statement rendered by the Ohio Valley Hub, such error shall be adjusted on the next invoice due to the Customer, provided that claim shall have been made within six (6) months from the date of such statement. Such time limits shall not apply in the case of regulatory related rate changes, deliberate omission or misrepresentation, or of mutual mistake of fact. Parties' other statutory or contractual rights will not otherwise be diminished by this section.

- 4.6 Bona fide disputes: In the event of a bona fide dispute between the parties concerning the amount of the unpaid invoice, Ohio Valley Hub shall not suspend service under the notification procedure outlined in Section 4.7 when Customer acts in a timely manner to provide additional information and security for Ohio Valley Hub in accordance with the following procedures:
- a) Identify dispute: Within ten (10) calendar days after the due date of any payment, Customer shall notify Ohio Valley Hub by written correspondence of the amount billed that is in dispute, as previously indicated on the remittance statement required by Section 4.2, and of all reasons and documentation why Customer believes full payment is not appropriate; and
  - b) Payment security: Within thirty (30) days after the due date of any payment, Customer shall either pay in full the total amount billed without prejudice to Customer's rights to dispute all or part of said amount and subject to return of the disputed amount so identified, with interest calculated in accordance with Section 4.4, after resolution of that dispute in favor of Customer; or pay the undisputed portion of the amount billed in full and furnish good and sufficient surety bond, guaranteeing payment to Ohio Valley Hub of all amounts ultimately found due after resolution of the dispute which may be reached whether by agreement or judgement of a court of competent jurisdiction. If Customer furnished good and sufficient surety bond and amounts are ultimately not due to Ohio Valley Hub, then Ohio Valley Hub will bear any unrecovered surety bond costs incurred by the Customer.

- 4.7 Remedies of non-payment: Should Customer fail to pay all of the amount of any invoice when such amount is due, as herein provided, subject to requirements of regulatory rights and remedies available to Ohio Valley Hub under the law and the executed Service Agreement, Ohio Valley Hub shall have the right to suspend service without obtaining additional approval if any amount billed to Customer remains unpaid for more than thirty (30) days after the due date thereof; provided, however, prior to suspension Ohio Valley Hub shall follow these notification procedures:

- a) First Notice of Delinquency: On or about ten (10) days after the due date of any payment, Ohio Valley Hub shall contact Customer by telephone or other routine communication means to advise that the unpaid bills may lead to suspension of service when more than thirty (30) days past due;
- b) Second notice: On or about twenty (20) days after the due date of any payment, Ohio Valley Hub shall notify Customer by written correspondence to advise that continual refusal to pay bills can lead to suspension of service when that bill becomes more than thirty (30) days past due;
- c) Final notice: Not less than five (5) days prior to the thirtieth (30<sup>th</sup>) day after the due date of any payment or five (5) days before Ohio Valley Hub intends to suspend service under this Section 4.7, if such suspension will occur more than thirty (30) days after the due date, Ohio Valley Hub shall inform the Commission that service shall be suspended.

## 5. Credit Requirements and Financial Information

The credit requirements and financial information contained in this Section 5 shall be applicable to the service provided by the Ohio Valley Hub and any results that may arise therefrom.

- 5.1 Credit Information and Financial Responsibility – At Ohio Valley Hub's request Customer shall provide the following:

- a) A complete set of its most recent audited financial statements and interim financial statements since audit date, most recent annual report, most recent SEC Form 10-K and Form 10-Q, and applicable annual filings with other regulatory

agencies. If audited financial statements are unavailable, Customer shall provide the most recent unaudited financial statements along with an attestation by its Chief Financial Officer that the information reflected in the unaudited statements is a true, current and fair representation of the Customer's financial position.

- b) Any reports from credit rating and bond rating agencies which are available.
- c) A list of all corporate affiliates, parent companies and subsidiaries.
- d) A bank reference and at least three trade references.
- e) A statement of the legal composition of the Customer (i.e., corporation, limited partnership, etc.).
- f) A statement of the length of time the business has been in operation.
- g) Verification that Customer is not operating under any chapter of the bankruptcy laws and is not subject to liquidations or debt reduction procedures under state laws, such as the assignment for the benefit of creditors, or any informal creditors' committee agreement. In the event that Customer is a debtor in possession operating under Chapter XI of the Federal Bankruptcy Act, Customer shall so state. In such event, Customer's request shall be contingent upon Customer also providing adequate assurance that the billing will be paid promptly as a cost of administration under the federal court's jurisdiction.
- h) Verification that Customer is not subject to the uncertainty of pending liquidation or regulatory proceedings in state or federal courts which could cause a substantial deterioration in its financial condition, which could cause a condition of insolvency or the inability to exist as an on-going business entity.
- i) Verification that no significant collection lawsuits or judgements are outstanding which would seriously reflect upon the Customer's ability to remain solvent.

## 5.2 Credit Evaluation

- a) Ohio Valley Hub shall periodically, at its discretion or whenever it is not reasonably satisfied with Customer's creditworthiness or ability to pay based on information available to Ohio Valley Hub at that time, apply consistent credit evaluation practices to determine the acceptability of the Customer's overall financial condition.
- b) Ohio Valley Hub's standard objective financial criteria shall include all of the following:
  - (i) Acceptable overall financial condition, working capital and profitability trends.
  - (ii) Acceptable bank and trade references.
  - (iii) If Customer has an on-going business relationship with Ohio Valley Hub, no delinquent balances should be consistently outstanding for service provided previously by Ohio Valley Hub and Customer must have paid its prior accounts according to the established terms and not have made deductions or withheld payment for claims not authorized by contract.

## 5.3 Security Requirements

- a) If the Customer fails to meet Ohio Valley Hubs' standard objective credit criteria (described in 5.2 (b) above), Ohio Valley Hub will require Customer to provide security, in one of the forms described below, in order for service to commence or continue:
  - (i) Prepayment in advance of an amount equal to up to three (3) months service at 100% load factor or the duration of the contract, whichever is shorter.

- (ii) An irrevocable letter of credit drawn upon a bank acceptable to Ohio Valley Hub with a term of one year and of the amount equal to up to three (3) months service at 100% load factor.
  - (iii) A guarantee, in form and substance satisfactory to Ohio Valley Hub, executed by a person or another entity which does satisfy the credit appraisal criteria, of Customer's performance of its obligations to Ohio Valley Hub under the agreement with a term of one year and of an amount equal to up to three (3) months service at 100% load factor.
  - (iv) Such other form of security as Customer may agree to provide and as may be acceptable to Ohio Valley Hub.
- b) Should Customer not provide required security within fifteen (15) days of request by Ohio Valley Hub, Ohio Valley Hub may deny or suspend the service being furnished, and the exercise of such right shall be in addition to any and all other remedies available to Ohio Valley Hub.

6. Possession of Gas

- 6.1 Point of delivery controls: As between Transporter and Customer, after gas is delivered into Ohio Valley Hub's system, Transporter shall be deemed to be in control and possession of the gas deliverable thereunder until its shall have been delivered to Customer at the Point(s) of Delivery, after which Customer shall be deemed to be in control and possession thereof.
- 6.2 Responsibility: Customer shall have no responsibility with respect to any gas deliverable by Transporter, after gas is received into Ohio Valley Hub's system, until it is delivered to Customer at the Point(s) of Delivery, of anything which may be done, happen or arise with respect to such gas before such delivery. Ohio Valley Hub shall have no responsibility with respect to such gas after its delivery at the Point(s) of Delivery to Customer of anything which may be done, happen or arise with respect to such gas after such delivery.

Customer or Customer's designee shall be responsible for gas prior to its delivery into Ohio Valley Hub's system at the Point(s) of Receipt.

7. Delivery Pressure

- 7.1 Customer shall cause delivery of the gas at the Point(s) of Receipt at a pressure sufficient to allow the gas to enter Ohio Valley Hub's pipeline at the varying pressures that may exist on Transporter's system from time to time. Provided, however, that the pressure of the gas delivered by Customer shall not be more than the maximum allowable operating pressure (MAOP) of Transporter's pipeline.

8. Warranty of Title to Gas

- 8.1 As between Ohio Valley Hub and Customer, each party shall be in control and possession of all gas in that party's facilities. The receiving party shall have no responsibility with respect to any gas delivered until such gas is received into its facilities of anything which may be done, happen or arise with respect to such gas before such delivery, and the delivering party shall have no responsibility with respect to such gas after its delivery into its facilities of anything which may be done, happen or arise with respect to such gas after such delivery.
- 8.2 Customer hereby warrants that it will at the time of receipt of gas by Transporter hereunder have good title to or the good right to deliver all gas so made available and that all such gas is free from all liens and adverse claims.

8.3 Customer agrees to indemnify Transporter and save it harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of adverse claims of any and all persons to the gas received and transported hereunder by Transporter or to all royalty, taxes, license fees or charges thereon, which may be levied and assessed against customer upon the transfer thereof to Transporter. If any adverse claim of any character is asserted with respect to the gas delivered hereunder, with respect to Customer's right to delivery of such gas, or with respect to Transporter's right to receive payment for transporting such gas, either party shall have the right to retain any amount of money up to the amount of such claim out of the money then or thereafter payable to the other party hereunder. Such money shall be retained without interest as security for the performance of the obligations with respect to such claim until such claim has been finally terminated or until bond has been furnished for protection with respect to such claim in an amount and with sureties satisfactory to the claimant.

9. Force Majeure, Scheduling and Curtailments

9.1 Force Majeure

- a) If by reason of force majeure, either party hereto is rendered unable, wholly or in part, to carry out its obligations under this tariff, and if such party gives notice and reasonably full particulars of force majeure in writing to the other party within a reasonable time frame after the occurrence of the cause relied on, such notice having been given, so far as and to the extent that they are affected by such force majeure, obligations of the parties shall be suspended during the continuance of any inability so caused, but for no longer period; and such cause shall so far as possible be remedied with all reasonable dispatch, except as provided herein.
- b) Force Majeure, as used herein shall mean any and all circumstances beyond the direct or reasonable control of either party which would make performance of this service impossible or unsafe, and shall include, without limiting the foregoing, acts of God such as landslides, earthquakes, lightning, storms (including but not limited to hurricanes and hurricane warnings), crevasses, floods, washouts, epidemics, acts of public enemies including wars, riots, blockades, civil and military disturbances, insurrections, fires, explosions, freezing, arrests and restraints of government (either federal or state, civil or military), shutdowns for purposes of necessary or required repairs, relocations, or construction of facilities, any operational or mechanical failure such as breakage or accident to machinery or lines of pipe, or failure of surface equipment or pipelines, the necessity of testing pipeline or other equipment as may be necessary by the testing party for the safe operation thereof, any failure to perform or to comply with any obligation or condition herein due to the inability to obtain necessary supplies, permits, or labor, and industrial disturbance, including strikes or lockouts, or any inability to obtain necessary right-of-way.
- c) Force Majeure affecting the performance hereunder by either party, however, shall not relieve such party of the liability in the event of negligence or willful misconduct or in the event of failure to use due diligence to remedy the situation and to remove the cause in an adequate manner and with all reasonable dispatch; and such causes or contingencies affecting performance shall not relieve either party from its obligations to make payment as determined hereunder.
- d) It is understood and agreed that the settlement of strikes, lockouts or controversies with landowners involving right-of-way shall be entirely within the discretion of the party having the difficulty and that the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes, lockouts or controversies with landowners

involving rights-of-way, by acceding to the demands of the opposing party which such course is inadvisable in the discretion of the party having the difficulty.

9.2 Priorities Applicable for Scheduling Capacity at Point(s) of Receipt. Ohio Valley Hub shall allocate capacity at receipt points in sequence as follows:

- a) Transportation capacity shall first be allocated to Ohio Valley Hub customers that have designated the Point of Receipt as primary firm within their Contract Demand.
- b) Customers shall have the right to use all other Point(s) of Receipt on a secondary firm basis. If nominations for capacity exceed the remaining available capacity, any and all secondary firm nominations will be allocated and scheduled on pro-rata basis.
- c) Any Customer scheduling volume in excess of the Contract Demand will have the last priority for any remaining volume at a Point of Receipt.

9.3 Priorities Applicable for Scheduling Capacity at Point(s) of Delivery. Ohio Valley Hub shall allocate capacity at delivery points in sequence as follows:

- a) Transportation capacity shall first be allocated to Ohio Valley Hub customers that have designated the Point of Delivery as primary firm within their Contract Demand.
- b) Customers shall have the right to use all other Point(s) of Delivery on a secondary firm basis. If nominations for capacity exceed the remaining available capacity, any and all secondary firm nominations will be allocated and scheduled on pro-rata basis.
- c) Any Customer scheduling volume in excess of the Contract Demand will have the last priority for any remaining volume at a Point of Delivery

9.4 Allocation of Pipeline Capacity: If for any reason set forth in this Section 9, Ohio Valley Hub is required to curtail or interrupt service, then Ohio Valley Hub shall allocate such reduced available capacity in accordance with Section 9.2 and 9.3 herein. The full curtailment or interruption of the lower category quantities is required before curtailment or interruption of any higher category quantity is commenced during a particular period of daily interruption.

## 10. Notices

Any notice, request, demand, statement or bill provided for in this tariff and the executed service agreement or any notice which either Ohio Valley Hub or Customer may desire to give to the other, shall be in writing and shall be considered as duly delivered when mailed by regular mail or postpaid registered mail addressed to said party at the address designated in the applicable service agreement, or at such other address as either party may designate in writing or, if applicable, by facsimile transmission. Whenever a notice requires action in less than 48 hours, Ohio Valley Hub will provide prompt notice by phone and facsimile. Routine communications by telephone between members of the operating staffs of Ohio Valley Hub and Customer shall be considered duly delivered without confirmation by mail unless such confirmation is requested by either party.

## 11. Contracts for Service and Modification

11.1 Form of Service Agreement: Customer shall enter into an agreement with Ohio Valley Hub under Ohio Valley Hub's applicable standard form of service agreement.

11.2 Term: The period of time to be covered by the service agreement shall be mutually agreed upon at the time of its execution.

11.3 Quantity of Gas: At the time of the execution of the service agreement, Ohio Valley Hub and Customer shall agree upon the quantities of gas to be transported by Ohio Valley Hub. Such quantities may subsequently be decreased through an amendment to the existing service agreement upon mutual agreement of the parties. Any increase in the transportation contract demand requires the execution of a new service agreement, after evaluation and approval by Ohio Valley Hub.

12. Notwithstanding the provisions of the rate schedule, Ohio Valley Hub may waive any of its rights hereunder or any obligation of Customer on a basis which is not unduly discriminatory; provided that no waiver by either Customer or Transporter of any one or more defaults by the other in the performance of any provision of the Service Agreement between Customer and Transporter shall operate or be construed as a waiver of any future default or defaults, whether of a like or of a different character.

13. Subject to Regulation

This tariff and the executed Service Agreement and the respective obligations of the parties thereunder are subject to valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction.

14. Other Operating Conditions

14.1 Customer shall make all necessary arrangements with other parties at or upstream of the Point(s) of Receipt where it tenders gas to Ohio Valley Hub for transportation. Customer shall make all necessary arrangements with other parties at or downstream of the Point(s) of Delivery where Ohio Valley Hub tenders gas to Customer for transportation. Such arrangements shall be coordinated with Ohio Valley Hub.

14.2 If the natural gas offered for transportation hereunder fails at any time to conform to the quality provisions in Section 2 of the General Terms and Conditions, then Ohio Valley Hub shall notify Customer of such failure and may, at its option, refuse to accept delivery pending corrective action by Customer.

14.3 Ohio Valley Hub shall not be required to perform or continue to perform service under this rate schedule on behalf of any Customer that has applied for bankruptcy under Chapter 11 of the Bankruptcy Code or on behalf of any Customer who, at Ohio Valley Hub's reasonable discretion, fails to demonstrate minimal credit-worthiness, pursuant to Section 5 hereof; provided, however, such Customer may receive service if Customer provides adequate security pursuant to Section 5.3 of this tariff.

14.4 Ohio Valley Hub shall not be required to perform service for or on behalf of any Customer that is in arrears with Ohio Valley Hub of any charge, rate or fee authorized under this Rate Schedule. However, the provisions of Section 4.7 of the General Terms and Conditions of this tariff shall govern with regard to any bona fide dispute or non-payment.

14.5 Ohio Valley Hub shall not be required to perform service for or on behalf of any Customer that fails to comply with any and all of the terms of the rate schedule and with the terms of Customer's Service Agreement with Ohio Valley Hub.

15. Fuel Retention

The currently effective Fuel Retention Rate for transportation service provided by the Ohio Valley Hub is zero (0) percent of the volume received at the Point(s) of Receipt.

16. Nomination, Confirmation and Scheduling of Services

16.1 Customer will deliver or cause to be delivered quantities of natural gas to Ohio Valley Hub for transportation at the Point(s) of Receipt specified in the Transportation Service Agreement on any day and Ohio Valley Hub will redeliver natural gas directly to Customer at the Point(s) of Delivery, less any quantity of gas used by Ohio Valley Hub in providing transportation service hereunder.

16.2 General Nomination Procedures

- a) Customers transporting on the Ohio Valley Hub shall furnish or cause to be furnished to Ohio Valley Hub a nomination of the daily quantity of gas it desires to be received, transported and redelivered for the nomination period. Such nomination shall reflect the quantity of gas to be received, and the quantity of gas to be delivered for each Point of Receipt and the corresponding Point of Delivery. The total of such nominated quantity to be transported shall not exceed the Contract Demand, unless the excess (or overrun) quantity is submitted and approved by Ohio Valley Hub.
- b) Customer shall deliver or cause to be delivered to Ohio Valley Hub such daily quantities as nearly as possible at uniform hourly rates. Unless mutually agreed otherwise, departures from the daily quantity which Customer schedules for deliveries to Ohio Valley Hub shall conform to the minimum permitted by operating conditions.
- c) Ohio Valley Hub will support a seven-days-a-week, twenty-four-hours-a-day nomination process and provide emergency and after-hours telephone numbers. Customer shall provide Ohio Valley Hub with Customer's designated contact person and emergency and after-hours telephone numbers, updating such information as changes occur.
- d) The following types of nominations may, unless otherwise mutually agreed, be submitted by Customer:
  - (i) Next Day Nominations: Next day nominations are new nominations or revisions to existing nominations, intended to be made effective at the beginning of the next Gas Day pursuant to Section 16.3.
  - (ii) Intra-Day Nominations: There are two types of Intra-Day nominations: Nominations received during the Gas Day for the same day of flow; and nominations received after the Nomination deadline for the following Gas Day.
  - (iii) Overrun Nominations: Overrun nominations are nominations for any quantity of gas in excess of Customer's Contract Demand.
- e) Each type of Nomination must be separately nominated by Customer so that priorities of service can be accurately maintained.
- f) Customer's nominations may be submitted by facsimile transmission.
- g) Nomination Period shall mean the period of time Customer includes in a Nomination for gas service. All nominations should include defined Begin Dates and End Dates, provided the Nomination Begin Dates and End Dates are within the term of Customer's Service Agreement.

16.3 Timely Nominations

- a) The nomination and scheduling deadlines for Timely nominations are as follows (all times are Central Clock Time):

Nominations leave control of the nominating party	10:30 a.m. Day prior to flow
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Receipt of nomination by transporter	10:45 a.m.
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	Day prior to flow
Ohio Valley Hub provides quick response for validity of data elements	11:00 a.m. Day prior to flow
Receipt of completed confirmations by transporter from Upstream and downstream connected parties	2:30 p.m. Day prior to flow
Schedule Quantities made available	3:30 p.m. Day prior to flow
Effective Flow Time	9:00 a.m. Next gas day
b)	Standing nominations: Customer may submit a Timely nomination to be in effect for one or more days, months or years, provided the Begin Date and End Date are within the term of the Customer's Service Agreement. A nomination to be in effect for more than one day is a Standing nomination. A Standing nomination may be replaced in whole or in part by another nomination to be in effect for all or a portion of the remaining nomination period of the Standing nomination. If the replacement nomination is for less than the remaining nomination period of the Standing nomination, the Standing nomination shall automatically spring back into effect at the end of the nomination period for the replacement nomination.

#### 16.4 Intra-Day Nominations

- a) Any nomination submitted after the deadline set forth in Section 16.3 above shall be considered an Intra-Day nomination. Ohio Valley Hub shall have the right at any time to limit the acceptance of an Intra-Day nomination on a non-discriminatory basis if the system integrity will be placed in jeopardy. Intra-day Nominations are only in effect for the remainder of the gas day and will replace the Standing nomination, if any, only for the duration of that day.
- b) The nomination and scheduling deadlines for Intra-Day nominations are as follows (all times Central Clock Time):
- (i) Evening Nomination Cycle: Begins with the nomination period starting after the 11:30 a.m. deadline for Timely nominations detailed above and ending no later than 6:00 p.m. on day prior to gas flow.
- |  |                                |
|--|--------------------------------|
| Nominations leave control of nominating party  | 5:00 p.m.<br>Day prior to flow |
| Receipt of nominations by transporter  | 5:15 p.m.<br>Day prior to flow |
| Ohio Valley Hub provides quick response for validity of data elements                            | 5:30p.m.<br>Day prior to flow  |
| Receipt of completed confirmations by transporter From upstream and downstream connected parties | 8:00 p.m.<br>Day prior to flow |
| Schedule Quantities made available   | 9:00 p.m.<br>Day prior to flow |
| Effective Flow Time  | 9:00 a.m.<br>Next gas day      |

- (ii) Intra-Day Nomination Processing Cycle No. 1: Begins with the nomination period starting after the 6:00 p.m. deadline for Evening Nominations detailed above and ending no later than 10:00 a.m. on the day of the gas flow.

Nominations leave control of nominating party	9:00 a.m. Day of flow
Receipt of nominations by transporter	9:15 a.m. Day of flow
Ohio Valley Hub provides quick response for validity of data elements	9:30 a.m. Day of flow
Receipt of completed confirmations by transporter From upstream and downstream connected parties	12:00 p.m. Day of flow
Schedule Quantities made available	1:00 p.m. Day of flow
Effective Flow Time	5:00 p.m. Day of flow

- (iii) Intra-Day Nomination Processing Cycle No. 2: Begins with the nomination period starting after the 10:00 a.m. deadline for Cycle No. 1 Nominations detailed above and ending no later than 5:00 p.m. on the day of the gas flow.

Nominations leave control of nominating party	4:00 p.m. Day of flow
Receipt of nominations by transporter	4:15 p.m. Day of flow
Ohio Valley Hub provides quick response for validity of data elements	4:30 p.m. Day of flow
Receipt of completed confirmations by transporter From upstream and downstream connected parties	7:00 p.m. Day of flow
Schedule Quantities made available	8:00 p.m. Day of flow
Effective Flow Time	9:00 p.m. Day of flow

- c) All nominations, including intra-day nominations, shall be based on a daily quantity; thus, an intra-day nominator need not submit an hourly nomination. Intra-day nominations shall include an effective date and time. The interconnected parties shall agree on this hourly flow of the intra-day nomination, if not otherwise addressed in Ohio Valley Hub's tariff or contract.
- d) Ohio Valley Hub will schedule intra-day nominations, subject to it being able to confirm and verify such nomination at both the receipt and delivery points.

16.5 Customer shall make all necessary arrangements with other parties at or upstream of the Point(s) of Receipt where it tenders gas to Ohio Valley Hub for transportation. Customer shall make all necessary arrangements with other parties at or downstream of the Point(s) of Delivery where it receives gas from Ohio Valley Hub.

17. Affiliate Guidelines

17.1 Introduction

The OUCC and Ohio Valley Hub (the Utility) have negotiated in connection with Cause No. 41674 the following Affiliate Guidelines to govern the relationships between the Utility and its Affiliates. The Parties (OUCC and the Utility) agree that these guidelines are intended to be enforced by the IURC, and they shall become effective upon their approval by the IURC. However, these Affiliate Guidelines are subject to the Parties agreement as embodied in the Stipulation and Settlement Agreement. The OUCC and Utility may, through negotiation and agreement, jointly petition the IURC for modifications to these Affiliate Guidelines, in which case they would have the burden of proving any proposed change is in the public interest. If either the OUCC or Utility desires changes to these Affiliate Guidelines and is unable to obtain agreement from the other party for such changes, then that party may petition the IURC for the desired changes and bear the burden of proving that such changes are in the public interest. However, such petitions shall not be filed without first attempting to obtain the agreement of the other party. The Commission may also make modifications to these Affiliate Guidelines in response to complaints or on its own motion, after notice and hearing.

17.2 Definitions

- a) “Affiliate” “Affiliate” means a person that is an affiliated interest for purposes of I.C. 8-1-2-49 or that is otherwise found to be an “Affiliate” by the Commission or otherwise is an “Affiliate” under Indiana Law.
- b) “Person” “Person” includes the following: (a) individual, (b) corporation, regardless of type or state or country of incorporation, (c) unincorporated association, (d) company, whether limited liability or otherwise, and (e) business trust, estate, partnership, trust, two (2) or more persons having a joint or common economic interest, and any other entity.
- c) “Commission” “Commission” means the Indiana Utility Regulatory Commission.
- d) “IURC” “IURC” means the Indiana Utility Regulatory Commission.
- e) “OUCC” “OUCC” means the Indiana Office of Utility Consumer Counselor.
- f) “Holding Company” “Holding Company” means Vectren Corporation or its successor.
- g) “Non-Regulated” “Non-Regulated” means not regulated by the Indiana Utility Regulatory Commission (IURC). “Non-Regulated” also applies to products or services over which the IURC has declined its jurisdiction.

- h) “Similarly Situated” “Similarly Situated” means having general characteristics in common such as belonging to the same rate class or operating in the same or similar industries. A Utility affiliated gas or power marketer would, for example, be considered similarly situated to other non-affiliated gas or power marketers.

### 17.3 General Affiliate Guidelines

- a) No Cross-Subsidies. The Utility shall not subsidize its Affiliates or non-regulated activities.
- b) Separation of Regulated and Non-Regulated Operations. The separation of the Utility’s regulated operations from the Holding Company’s non-regulated business operations and Affiliates is necessary to prevent potential cross-subsidies. To the maximum extent practicable, the Utility shall separate its regulated operations from its Affiliates and its Holding Company’s non-regulated operations. Instances where such separation does not exist must otherwise be in compliance with the Affiliate Guidelines.
- c) No Discrimination. The Utility shall not discriminate in favor of or otherwise give preferential treatment to its Affiliates or its Affiliates’ customers.
- d) Comparability of Service. The Utility shall provide comparable service to all similarly situated marketers, customers or other entities, regardless of affiliation. The Utility shall operate as an open-access, non-discriminatory provider of regulated gas transportation and storage services.

### 17.4 Specific Affiliate Guidelines

- a) Affiliates shall be charged an appropriate and reasonable allocation of all costs incurred on their behalf. The Utility’s costs for jurisdictional rate purposes shall reflect only those costs attributable to its jurisdictional customers and operations.
- b) The Utility shall process all similar requests for service in the same manner and within the same reasonable time period for all similarly situated customers, marketers and other entities, regardless of affiliation.
- c) The Utility shall not give preference to or discriminate in favor of its non-regulated Affiliates or those Affiliates’ customers in matters including, but not limited to, the allocation, assignment, release, transfer or sale of rights to gas transportation or storage capacity.
- d) The Utility shall not condition or tie any agreement to provide Utility service to any agreement relating to a service to be provided by an Affiliate.
- e) To the maximum extent practicable, Utility employees shall function separately and independently from employees engaged in non-regulated activities including, but not limited to, gas marketers, power marketers and other service providers.
- f) The Utility may not, through tariff or otherwise, give any Affiliate or an Affiliate’s customer a preference or an advantage with respect to the provision of Utility services, including, but not limited to, transportation, storage, the

allocation of capacity, the administration of customer contracts, scheduling, nomination, balancing, metering, standby service, curtailment policy, or billing/invoice disputes.

- g) The Utility shall provide service based on the terms of its Tariff on file with the IURC. The Utility shall apply its tariff and its provisions and all other aspects of Utility service on a consistent and non-discriminatory basis to all similarly situated marketers, customers, and other entities regardless of affiliation.
- h) Any discount or rebate for Utility service shall be offered in accordance with the Tariff and procedures referenced in the Stipulation and Settlement Agreement. If the Utility waives a penalty or fee related to Utility service for an Affiliate or an Affiliate's customer, it shall waive such penalty or fee for similarly situated others on a non-discriminatory basis.
- i) The Utility shall not give preference to or discriminate in favor of its non-regulated Affiliates or those Affiliate's customers in its provision of information.
- j) The Utility shall not speak on behalf of its Affiliates or give the appearance that it speaks on behalf of its Affiliates. The Utility's non-regulated Affiliates shall not speak on behalf of the Utility or give the appearance that they speak on behalf of the Utility.
- k) Customer service shall be provided on a non-discriminatory basis without regard to affiliations of the customer. The Utility's customer service representatives shall not promote or endorse non-regulated products or services offered by Affiliates.
- l) The Utility's Affiliates shall not trade upon, promote, or suggest that they receive preferential treatment as a result of affiliation with the Utility.
- m) The Utility and its Affiliates shall not participate in joint advertising. An Affiliate may, however, reference the fact of its affiliation with the Holding Company. Such public references shall not: (a) make the Affiliate appear to be part of the Utility, or (b) suggest that the Affiliate or the Affiliate's customers will have any advantage as a result of the affiliation.
- n) The Utility and its Affiliates shall maintain separate books and records, which shall be available for Commission inspection consistent with Indiana law.
- o) The OUCC and its agents shall have access to officers and employees and access to the books and records of the Utility and its Affiliates as reasonably necessary to ensure compliance with these Affiliate Guidelines and Title 8 of the Indiana Code. If disputes arise regarding the reasonableness of the timing or scope of requested access to Affiliate and Utility books and records, if not resolved by the parties, then such disputes may be presented to the Commission through use of an alternative dispute resolution process as agreed upon by the OUCC and Utility. During this process, Utility shall bear the burden of demonstrating the unreasonableness of the OUCC's request. In seeking a resolution of access disputes, the parties agree that time is of the essence, and the intent of the parties is that the Commission's review of such disputes will be facilitated by the parties so that the review can be as expeditious as possible.
- p) All complaints relating to these Affiliate Guidelines, whether written or verbal, shall be submitted to the general counsel of the Holding Company or the

Utility's highest ranking legal employee ("general counsel"). The general counsel shall acknowledge to complainant such complaint within five (5) working days of receipt. The general counsel shall conduct a preliminary investigation and prepare a written statement of the complaint which shall contain the name of the complainant and a detailed factual report of the incident or incidents underlying the complaint, including all relevant dates, companies involved, employees involved, and the specific claim. The general counsel shall provide a copy of the written statement to the complainant. The general counsel shall communicate the results of the preliminary investigation to the complainant in writing within twenty (20) days after the complaint was received including a description of any course of action to be taken. In the event the Utility and the complainant are unable to resolve the complaint, the complainant may file a complaint with the Commission. Any complaint filed with the Commission before same was filed with the Utility under this section shall be held in abeyance while the procedures outlined here are followed. The general counsel shall keep a log of all complaints for a period of not less than three (3) years and shall keep such log available for inspection by the IURC and OUCC.

- q) All transactions involving non-tariffed services between the Utility and its Affiliates shall be in accordance with a written contract filed with the IURC pursuant to I.C. 8-1-2-49. The Utility shall maintain sufficient records of all such transactions for at least three (3) years so as to allow for a complete and thorough audit.
- r) The Utility shall meet with the OUCC to review all proposed Affiliate contracts consistent with Paragraph Q above. Upon filing of Affiliate contracts with the IURC, copies of such contracts will be delivered to the OUCC. The OUCC reserves its rights to challenge such contracts at any time.

#### 17.5 Annual Information Filing

The Utility shall file annually with the Commission and provide copies to the OUCC the following information concerning the Utility and its relationships with Affiliates.

- a) The names and business addresses of the officers and directors of each Affiliate that has transacted any business with the Utility during the previous twelve (12) months. For each such Affiliate, the Utility shall also provide the following in its annual informational filing.
  - (1) The Affiliate's name and a description of the Affiliate's primary line(s) of business.
  - (2) A schedule detailing and summarizing the nature and dollar amounts of the transfers of assets, goods and services between the Utility and the Affiliate that took place during the applicable twelve-month period.
- b) A listing of all contracts currently in effect between the Utility and Affiliate(s) indicating the nature of the transactions, the date the contract became effective and the contract's expiration date.
- c) A corporate organization chart, which shows the parent Holding Company, the Utility, its Affiliates, and their relationships to one another.
- d) A description of the method(s) used to identify, value, and record transfers of assets, goods and services between the Utility and its Affiliates.

- e) A set of audited financial statements and a report on customers by volume and revenue. This data shall be provided to the OUCC on a confidential basis.
- f) A description of the method(s) used to allocate federal and state income tax expense, payments and refunds to the Utility and its Affiliates.
- g) A description of sharing of personnel between the Utility and its Affiliates during the twelve-month period.
- h) A log of complaints maintained by the Utility under Section P of Specific Affiliate Guidelines.
- i) A listing and description of all non-regulated activities engaged in by the Utility, including the amount of revenues and expenses generated by each such non-regulated activity.

These annual informational filings shall be made ninety (90) days after the end of the Utility's fiscal year, and each subsequent year thereafter. These annual informational filings shall not serve or be interpreted as a pre-approval process.

Ohio Valley Hub, LLC  
Effective: September 6, 2000

I.U.R.C. No. \_\_\_\_\_  
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