



3625 Cumberland Boulevard SE, Suite 1500, Atlanta, GA 30339

March 15, 2024

Pennsylvania Public Utility Commission
Secretary's Bureau
400 North Street, Keystone Building
Harrisburg, PA 17120

Re: Gas South, LLC
Natural Gas Supplier License Application

Dear Secretary,

Enclosed, please find Gas South, LLC's ("Gas South") Public Version of its original application for consideration as a Natural Gas Supplier in the Commonwealth of Pennsylvania. Gas South's financial information under Section 7(b) and (c) is considered confidential and proprietary and therefore is being filed under seal.

Should you have any questions or concerns regarding the application, please do not hesitate to contact me. Thank you for your time.

Sincerely,

A handwritten signature in blue ink, appearing to read "Brad Nelson", written over a horizontal line.

Brad Nelson
Sr. Governmental Affairs Manager
Gas South, LLC
5001 Celebration Pointe, 2nd Fl, Ste 220
Gainesville, FL 32608
P: (770) 763-4492
Regulatory@gassouth.com

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application of Gas South, LLC, d/b/a _____, for approval to offer, render, furnish, or supply natural gas supply services as a(n) supplier of natural gas services to the public in the Commonwealth of Pennsylvania (Pennsylvania).

To the Pennsylvania Public Utility Commission:

1. IDENTIFICATION AND CONTACT INFORMATION

- a. **IDENTITY OF THE APPLICANT:** Provide name (including any d/b/a fictitious name), primary address, web address, and telephone number of Applicant:

Gas South, LLC
3625 Cumberland Blvd SE
Suite 1500
Atlanta, GA 30339

- b. **PENNSYLVANIA ADDRESS / REGISTERED AGENT:** If the Applicant maintains a primary address outside of Pennsylvania, provide the name, address, telephone number, and fax number of the Applicant's secondary office within Pennsylvania. If the Applicant does not maintain a physical location within Pennsylvania, provide the name, address, telephone number, and fax number of the Applicant's Registered Agent within Pennsylvania.

C T Corporation System
600 North 2nd Street, Suite 401
Harrisburg, PA 17101
P: (717) 931-5563

- c. **REGULATORY CONTACT:** Provide the name, title, address, telephone number, fax number, and e-mail address of the person to whom questions about this Application and future inquiries should be addressed.

NOTE: To ensure timely receipt of regulatory information, a contact employed directly by the Applicant, and not a consultant, is preferred.

Primary: Brad Nelson - Sr. Governmental Affairs Manager
5001 Celebration Pointe, 2nd Flr, Suite 220
Gainesville, FL 32608
P: (770) 763-4492; Regulatory@gassouth.com

Alternate: Ashley Jenkins - Dir. Governmental Affairs
3625 Cumberland Blvd SE, Suite 1500
Atlanta, GA 30339
P: (770) 763-4858; Regulatory@gassouth.com

- d. **ATTORNEY:** Provide the name, address, telephone number, fax number, and e-mail address of the Applicant's attorney. If the Applicant is not using an attorney, explicitly state so.

Warren Rhea - Sr. Corporate Counsel
5001 Celebration Pointe, 2nd Flr, Suite 220
Gainesville, FL 32608
P: (770) 763-4498; Legal@gassouth.com

- e. **CONTACTS FOR CONSUMER SERVICE AND COMPLAINTS:** Provide the name, title, address, telephone number, fax number, and e-mail **OF THE PERSON AND AN ALTERNATE PERSON (2 REQUIRED)** responsible for addressing customer complaints. These persons will ordinarily be the initial point(s) of contact for resolving complaints filed with the Applicant, the Natural Gas Distribution Company, the Pennsylvania Public Utility Commission, or other agencies. The main contact's information will be listed on the Commission website list of licensed NGSS.

Primary: Brad Nelson - Sr. Governmental Affairs Manager
5001 Celebration Pointe, 2nd Flr, Suite 220
Gainesville, FL 32608
P: (770) 763-4492; Regulatory@gassouth.com

Alternate: Meredith Hodges - Governmental Affairs
3625 Cumberland Blvd SE, Suite 1500
Atlanta, GA 30339
P: (770) 763-4658; Regulatory@gassouth.com

2. BUSINESS ENTITY FILINGS AND REGISTRATION

a. FICTITIOUS NAME: *(Select appropriate statement and provide supporting documentation as listed.)*

The Applicant will be using a fictitious name or doing business as (“d/b/a”)

Provide a copy of the Applicant’s filing with Pennsylvania’s Department of State Pursuant to 54 Pa. C.S. § 311, Form DSCB: 54-311.

or

The Applicant will not be using a fictitious name.

b. BUSINESS ENTITY AND DEPARTMENT OF STATE FILINGS:

(Select appropriate statement and provide supporting documentation. As well, understand that Domestic means being formed within Pennsylvania and foreign means being formed outside Pennsylvania.)

The Applicant is a sole proprietor.

- If the Applicant is located outside the Commonwealth, provide proof of compliance with 15 Pa. C.S. § 412 relating to Department of State filing requirements.

or

The Applicant is a:

- domestic general partnership (*)
- domestic limited partnership (15 Pa.C.S. § 8621)
- foreign general or limited partnership (15 Pa.C.S. §§ 411 and 412)
- domestic limited liability partnership (15 Pa.C.S. §§ 8201 and 8221)
- foreign limited liability general partnership (15 Pa.C.S. §§ 411 and 412)
- foreign limited liability limited partnership (15 Pa.C.S. §§ 411 and 412)

- Provide proof of compliance with appropriate Department of State filing requirements as indicated above.
- Give name, d/b/a, and address of partners. If any partner is not an individual, identify the business nature of the partner entity and identify its partners or officers.
- Provide the state in which the business is organized/formed and provide a copy of the Applicant’s charter documentation.
- * If a corporate partner in the Applicant’s domestic partnership is not domiciled in Pennsylvania, attach a copy of the Applicant’s Department of State filing pursuant to 15 Pa.C.S. §§ 411 and 412.

or

The Applicant is a:

- domestic corporation (15 Pa.C.S. § 1308)
- foreign corporation (15 Pa.C.S. §§ 411 and 412)
- domestic limited liability company (15 Pa.C.S. § 8821)
- foreign limited liability company (15 Pa.C.S. §§ 411 and 412)
- Other (Describe):

- Provide proof of compliance with appropriate Department of State filing requirements as indicated above. **See Exhibit 2 under Public Disclosures attachments, a copy of Gas South, LLC's Foreign Registration Statement on file with the Commonwealth of Pennsylvania Department of State Bureau of Corporations.**
- Provide the state in which the business is incorporated/organized/formed and provide a copy of the Applicant's charter documentation. **See Exhibit 2 under Public Disclosures attachments, a copy of Gas South, LLC's Certificate of Existence and Certificate of Organization and Articles of Organization on file with the State of Georgia.**
- Give name and address of officers. **See Exhibit 8(e) under Public Disclosures attachments.**

3. AFFILIATES AND PREDECESSORS

(both in state and out of state)

- a. **AFFILIATES:** Give name and address of any affiliates currently doing business and state whether the affiliates are jurisdictional public utilities. If the Applicant does not have any affiliates doing business, explicitly state so. Also, state whether the applicant has any affiliates that are currently applying to do business in Pennsylvania.

See Exhibit 3 under Public Disclosures attachments.

- b. **PREDECESSORS:** Identify any predecessors of the Applicant and provide the names under which the Applicant has operated, including address, web address, and telephone number, if applicable. If the Applicant does not have any predecessors that have done business, explicitly state so.

Not applicable.

- c. **RELATED DOCKET NUMBERS:** Provide the Docket Numbers for any previous Pennsylvania PUC licenses for the Applicant, all affiliates, and any predecessors. If the Applicant does not have any related Docket Numbers, explicitly state so.

Gas South, LLC's affiliate, INFINITE ENERGY, LLC, is a licensed Natural Gas Supplier under docket A-2018-3005302. Please note, INFINITE ENERGY, LLC has filed to abandon its license.

4. OPERATIONS

a. **APPLICANT'S PRESENT OPERATIONS:** *(select and complete the appropriate statement)*

Definitions

- Supplier – an entity which provides natural gas supply services to retail gas customers utilizing the jurisdictional facilities of an natural gas distribution company
- Broker/Marketer - an entity that acts as an intermediary in the sale and purchase of natural gas but does not take title to the natural gas.

- The Applicant is presently doing business in Pennsylvania as a
- natural gas interstate pipeline
 - municipality providing service outside its municipal limits
 - local gas distribution company
 - retail supplier of natural gas services in the Commonwealth
 - a natural gas producer
 - a broker/marketer engaged in the business of supplying natural gas services
 - Other. (Identify the nature of service being rendered)

or

- The Applicant is not presently doing business in Pennsylvania.

b. **APPLICANT'S PROPOSED OPERATIONS:** The Applicant proposes to operate as a:

- Supplier or Aggregator of natural gas services
- Municipal supplier of natural gas services
- Cooperative supplier of natural gas services
- Broker/Marketer engaged in the business of supplying natural gas services
 - Check here to verify that your organization will not be taking title to the natural gas nor will you be making payments for customers.
- Other (Describe):

c. **PROPOSED SERVICES:** Describe in detail the natural gas supply services which the Applicant proposes to offer.

Gas South, LLC is a full-service wholesale and retail supplier of natural gas, services include: capacity analysis, gas supply logistics, asset management, risk management, energy budgeting, scheduling, nominations, balancing, gas market analysis, billing, supply acquisition and delivery. Gas South, LLC plans to serve large commercial, industrial, and governmental end-users in the Commonwealth of Pennsylvania.

d. **PROPOSED SERVICE AREA:** Check the box of each Natural Gas Distribution Company for which the Applicant proposes to provide service.

- | | |
|---|---|
| <input type="checkbox"/> Columbia | <input type="checkbox"/> Philadelphia Gas Works |
| <input type="checkbox"/> National Fuel Gas | <input type="checkbox"/> UGI Utilities – Gas Division |
| <input type="checkbox"/> PECO | <input type="checkbox"/> Valley Energy |
| <input type="checkbox"/> Peoples Natural Gas Company - Peoples Natural Gas Division | |
| <input type="checkbox"/> Peoples Natural Gas Company - Peoples Gas Division | |
| <input checked="" type="checkbox"/> All of the above | |

e. **CUSTOMERS:** Applicant proposes to provide services to:

- Residential Customers
- Small Commercial Customers - (Less than 6,000 Mcf annually)
- Large Commercial Customers - (6,000 Mcf or more annually)
- Industrial Customers
- Governmental Customers
- All of above
- Other (Describe):
- Residential and Small Commercial Customers in a Mixed Meter Capacity -
This customer class reflects situations in which a large commercial, industrial, and/or governmental customer account also contains features of residential and/or small commercial customers. In this instance, the residential and/or small commercial portion must be an incidental portion of the larger account. **This customer class alone does not allow marketing targeted directly to residential and/or small commercial customers.** Further information may be found in the Licensing Requirements Applicable to Mixed Meter Scenarios Secretarial Letters served March 25, 2011, and July 3, 2013, at Docket No. M-2009-2082042.

f. **START DATE:** Provide the approximate date the Applicant proposes to actively market within the Commonwealth.

Gas South, LLC does not have an approximate date as to when it proposes to actively market within the Commonwealth, however, the company anticipates marketing by Q4 2024 or Q1 2025.

5. COMPLIANCE

- a. **CRIMINAL/CIVIL PROCEEDINGS:** State specifically whether the Applicant, an affiliate, a predecessor of either, or a person identified in this Application, has been or is currently the defendant of a criminal or civil proceeding within the last five (5) years.

Identify all such proceedings (active or closed), by name, subject and citation; whether before an administrative body or in a judicial forum. If the Applicant has no proceedings to list, explicitly state such.

See Exhibit 5(a) under Public Disclosures attachments.

- b. **CUSTOMER/REGULATORY/PROSECUTORY ACTIONS:** Identify all formal or escalated actions or complaints filed with or by a customer, regulatory agency, or prosecutory agency against the Applicant, an affiliate, a predecessor of either, or a person identified in this Application, for the prior five (5) years, including but not limited to customers, Utility Commissions, and Consumer Protection Agencies such as the Offices of Attorney General. **Applicant should also include if it had a Pennsylvania PUC EGS or NGS license previously cancelled by the Commission.** If the Applicant has no actions or complaints to list, explicitly state such. ***Neither Gas South, LLC, its parent company, nor its affiliates have any formal or escalated actions or complaints filed with or by a customer, regulatory agency, or prosecutory agency to report for the prior five years. Neither the Applicant nor its affiliate has had an EGS or NGS license canceled by the Commission.***
- c. **SUMMARY:** If applicable; provide a statement as to the resolution or present status of any actions listed above. Additionally, provide details of any actions the applicant has undertaken that will prevent the items listed above from occurring if licensed in Pennsylvania.

See Exhibit 5(c) under Public Disclosures attachments.

6. PROOF OF SERVICE

Required of ALL Applicants regardless of operating as a supplier, broker, marketer, or aggregator.
(Example Certificate of Service is attached at Appendix C)

- a.) **STATUTORY AGENCIES:** Pursuant to Sections 1.57, 1.58, and 62.103(c) of the Commission's Regulations, 52 Pa. Code §§ 1.57, 1.58, and 62.103(c), provide proof of service of a signed and verified Application with attachments on the following:

Office of Consumer Advocate
5th Floor, Forum Place
555 Walnut Street
Harrisburg, PA 17120

Office of the Attorney General
Bureau of Consumer Protection
Strawberry Square, 14th Floor
Harrisburg, PA 17120

Office of Small Business Advocate
Forum Place
555 Walnut Street, 1st Floor
Harrisburg, PA 17101

Department of Revenue
Bureau of Compliance
PO Box 281230
Harrisburg, PA 17128-1230

Pennsylvania Public Utility Commission
Bureau of Investigation & Enforcement
Commonwealth Keystone Building
400 North Street, 2 West
Harrisburg, PA 17120

b.) NGDCs: Pursuant to Sections 1.57, 1.58, and 62.103(c) of the Commission's Regulations, 52 Pa. Code §§ 1.57, 1.58, and 62.103(c), provide Proof of Service of the Application and attachments upon each of the Natural Gas Distribution Companies the Applicant proposed to provide service in. Upon review of the Application, further notice may be required pursuant to Section 5.14 of the Commission's Regulations, 52 Pa. Code § 5.14. Contact information for each NGDC is as follows.

<p>Columbia Gas of PA, Inc. Transport Support Services 290 W. Nationwide Blvd. Columbus, OH 43215 PH: 614.460.4980 e-mail: transportevaluations@nisource.com</p>	<p>National Fuel Gas Distribution Corp. Daniel Czechowicz, Director – Gas Supply Administration 6363 Main Street Williamsville, NY 14221 PH: 716.857.6917 e-mail: czechowiczd@natfuel.com</p>
<p>Peoples Natural Gas Company LLC – Peoples Natural Gas Division Carol Scanlon 375 North Shore Drive Pittsburgh, PA 15212 PH: 412.208.6931 FAX: 412.208.6577 e-mail: Carol.Scanlon@peoples-gas.com</p>	<p>Peoples Natural Gas Company LLC – Peoples Gas Division Carol Scanlon 375 North Shore Drive Pittsburgh, PA 15212 PH: 412.208.6931 FAX: 412.208.6577 e-mail: Carol.Scanlon@peoples-gas.com</p>
<p>PECO Suzette Adams, Sr. Manager, Gas Supply and Transportation 2301 Market Street, S-18 Philadelphia, PA 19103 PH: 215.841.6467 Email: Suzette.Adams@exeloncorp.com</p>	<p>Philadelphia Gas Works Ryan Reeves, Director Supply Transportation & Control 800 West Montgomery Avenue Philadelphia, PA 19122 PH: 215.787.5103 email: pgwchoicesupply@pgworks.com</p>
<p>UGI Utilities, Inc. – Gas Division Sherry Epler 1 UGI Drive Denver, PA 17517 PH: 610.796.3447 Email: sepler@ugi.com</p>	<p>Valley Energy Inc. Ed Rogers 523 South Keystone Avenue Sayre, PA 18840-0340 PH: 570.888-9664 FAX: 570.888.6199 email: erogers@ctenterprises.org</p>

7. FINANCIAL FITNESS

a. **BONDING:** In accordance with 66 Pa.C.S. § 2208(c), no natural gas supplier license shall be issued or remain in force unless the applicant or holder furnishes a bond or other security in a form and amount to ensure the financial responsibility of the natural gas supplier. The criteria used to determine the amount and form of such bond or other security shall be set by each NGDC. Provide documentation that the applicant has met the security requirement of each NGDC by submitting the letters sent by the NGDCs stating what bonding amounts they require. The contact information is located in Section 6.b.

See Exhibit 7(a) under Public Disclosures attachments.

b. **FINANCIAL RECORDS, STATEMENTS, AND RATINGS:** Applicant must provide sufficient information to demonstrate financial fitness commensurate with the service proposed to be provided. Examples of such information which may be submitted include the following:

- Actual (or proposed) organizational structure including parent, affiliated or subsidiary companies.
- Published Applicant or parent company financial and credit information (i.e. 10Q or 10K). (SEC/EDGAR web addresses are sufficient)
- Applicant's accounting statements, including balance sheet and income statements for the past two years.
- Evidence of Applicant's credit rating. Applicant may provide a copy of its Dun and Bradstreet Credit Report and Robert Morris and Associates financial form, evidence of Moody's, S&P, or Fitch ratings, and/or other independent financial service reports.
- A description of the types and amounts of insurance carried by Applicant which are specifically intended to provide for or support its financial fitness to perform its obligations as a licensee.
- Audited financial statements exhibiting accounts over a minimum two-year period.
- Bank account statements (3-12 recent consecutive months), tax returns from the previous two years, or any other information that demonstrates Applicant's financial fitness.

See Exhibit 7(b) under both Public Disclosures and Confidential attachments.

c. **SUPPLIER FUNDING METHOD:** If Applicant is operating as anything other than **Broker/Marketer only**, explain how Applicant will fund its operations. Provide all credit agreements, lines of credit, etc., and elaborate on how much is available on each item.

See Exhibit 7(c) under Public Disclosures and Confidential attachments.

d. **BROKER PAYMENT STRUCTURE:** If applicant is a broker/marketer, explain how your organization will be collecting your fees.

Not applicable.

- e. **ACCOUNTING RECORDS CUSTODIAN:** Provide the name, title, address, telephone number, FAX number, and e-mail address of Applicant's custodian for its accounting records.

Heer Mehta
Manager of AP & AR
5001 Celebration Pointe, 2nd Fl, Ste 220
Gainesville, FL 32608
Heer.Mehta@gassouth.com

Marsha Croom
Manager of Tax & Payroll
5001 Celebration Pointe, 2nd Fl, Ste 220
Gainesville, FL 32608
Marsha.Croom@gassouth.com

- f. **TAXATION:** Complete the TAX CERTIFICATION STATEMENT attached as Appendix D to this application.

All sections of the Tax Certification Statement must be completed. Submitting N/A on either the Sales Tax License Number or the Employer ID Number (items 7A and 7B) shall be accompanied by supporting documentation or an explanation validating the absence of such information.

Item 7A on the Tax Certification Statement is designated by the Pennsylvania Department of Revenue. Item 7B on the Tax Certification Statement is designated by the Internal Revenue Service.

See enclosed with this filing, Gas South, LLC's Tax Certification Statement.

8. TECHNICAL FITNESS:

To ensure that the present quality and availability of service provided by natural gas distribution companies does not deteriorate, the Applicant shall provide sufficient information to demonstrate technical fitness commensurate with the service proposed to be provided.

- a. **EXPERIENCE, PLAN, STRUCTURE:** such information may include:

- Applicant's previous experience in the natural gas industry.
- Summary and proof of licenses as a supplier of natural gas services in other states or jurisdictions.
- Type of customers and number of customers Applicant currently serves in other jurisdictions.
- Staffing structure and numbers as well as employee training commitments.
- Business plans for operations within the Commonwealth.
- Any other information appropriate to ensure the technical capabilities of the Applicant.

See Exhibit 8(a) under Public Disclosures attachments.

- b. **PROPOSED MARKETING METHOD** (check all that apply)

- Internal – Applicant will use its own internal resources/employees for marketing
- External NGS – Applicant will contract with a **PUC LICENSED NGS**
- Affiliate – Applicant will use a **NON-NGS affiliate that is a nontraditional marketer and/or marketing services consultant**
- External Third-Party – Applicant will contract with a **NON-NGS third party nontraditional marketer and/or non-selling marketer**
- Other (Describe):

c. **DOOR TO DOOR SALES:** Will the Applicant be implementing door to door sales activities?

- Yes
 No

If yes, will the Applicant be using verification procedures?

- Yes
 No

If yes, describe the Applicant's verification procedures.

d. **OVERSIGHT OF MARKETING:** Explain all methods Applicant will use to ensure all marketing is performed in an ethical manner, for both employees and subcontractors.

See Exhibit 8(d) under Public Disclosures attachments.

e. **OFFICERS:** Identify Applicant's chief officers, and include the professional resumes for any officers directly responsible for operations. All resumes should include date ranges and job descriptions containing actual work experience.

See Exhibit 8(e) under Public Disclosures attachments.

9. DISCLOSURE STATEMENT:

(Not applicable for an applicant applying for a license exclusively as a broker/marketer.)

DISCLOSURE STATEMENTS: If proposing to serve Residential and/or Small Commercial (less than 6,000 Mcf annually) Customers, provide a Residential and/or Small Commercial disclosure statement. A sample disclosure statement is provided as Appendix E to this Application.

- Natural gas should be priced in clearly stated terms to the extent possible. Common definitions should be used. All consumer contracts or sales agreements should be written in plain language with any exclusions, exceptions, add-ons, package offers, limited time offers or other deadlines prominently communicated. Penalties and procedures for ending contracts should be clearly communicated.

Enclosed with this filing is a copy of Gas South, LLC's proposed Disclosure Statement and Terms of Service as it relates to commercial end-users using < 6,000 Mcf annually. See Exhibit 9 under Public Disclosures attachments.

10. VERIFICATIONS, ACKNOWLEDGEMENTS, AND AGREEMENTS

- a. **STANDARDS OF CONDUCT AND DISCLOSURE:** As a condition of receiving a license, Applicant agrees to conform to any Uniform Standards of Conduct and Disclosure as set forth by the Commission. Further, the Applicant agrees that it must comply with and ensure that its employees, agents, representatives, and independent contractors comply with the standards of conduct and disclosure set out in Commission regulations at 52 Pa. Code § 62.114.

AGREED

- b. **REPORTING REQUIREMENTS:** Applicant agrees to provide the following information to the Commission:
- Reports of Gross Receipts: Applicant shall file an annual report with the Commission on an annual basis no later than April 30th following the end of the calendar year per 52 Pa. Code § 62.110.

AGREED

- c. **TRANSFER OF LICENSE:** The Applicant understands that if it plans to transfer its license to another entity, it is required to request authority from the Commission for permission prior to transferring the license. See 66 Pa.C.S. § 2208(d) and 52 Pa. Code § 62.112(a). Transferee will be required to file the appropriate licensing application.

AGREED

- d. **ANNUAL FEES:** The Public Utility Code authorizes the PUC to collect an annual fee of \$350 from suppliers, brokers, marketers, and aggregators selling natural gas in the Commonwealth of PA, and a supplemental fee based on annual gross intrastate revenues, applicable to suppliers only.

ACKNOWLEDGED

- e. **FURTHER DEVELOPMENTS:** Applicant is under a continuing obligation to amend its application if substantial changes occur to the information upon which the Commission relied in approving the original filing. See 52 Pa. Code § 62.105.

AGREED

- f. **FALSIFICATION:** The Applicant understands that the making of false statement(s) herein may be grounds for denying the Application or, if later discovered, for revoking any authority granted pursuant to the Application. This Application is subject to 18 Pa.C.S. §§ 4902, 4903, and 4904, relating to perjury and falsification in official matters.

AGREED

- g. NOTIFICATION OF CHANGE:** If your answer to any of these items changes during the pendency of your application or if the information relative to any item herein changes while you are operating within the Commonwealth of Pennsylvania, you are under a duty to so inform the Commission, within thirty (30) days, as to the specifics of any changes which have a significant impact on the conduct of business in Pennsylvania. See 52 Pa. Code § 62.105.

AGREED

- h. CEASING OF OPERATIONS:** Applicant is also required to officially notify the Commission if it plans to cease doing business in Pennsylvania, 90 days prior to ceasing operations.

AGREED

- i. FILING FEE:** The Applicant has enclosed or paid the required, non-refundable filing fee by **CERTIFIED CHECK OR MONEY ORDER** in the amount of \$350.00 payable to the Commonwealth of Pennsylvania. **The Commission does not accept corporate or personal checks for filing fees.**

PAYMENT ENCLOSED

11. AFFIDAVITS

(All affidavits must be notarized before filing.)

- a.) APPLICATION AFFIDAVIT:** Complete and submit with your filing an officially notarized Application Affidavit stating that all the information submitted in this application is truthful and correct. An example copy of this Affidavit can be found at Appendix A.

See Appendix A under Public Disclosures attachments.

- b.) OPERATIONS AFFIDAVIT:** Provide an officially notarized affidavit stating that you will adhere to the Public Utility Code of Pennsylvania and applicable federal and state laws. An example copy of this Affidavit can be found at Appendix B.

See Appendix B under Public Disclosures attachments.

12. NEWSPAPER PUBLICATIONS

Required of ALL Applicants regardless of operating as a supplier, broker, marketer, or aggregator.

All Applicants MUST include a Commission issued Docket Number in their publications. Docket Numbers are issued to new applicants when an application packet is submitted to the PUC's Secretary's Bureau. **Newspaper publications published without a Commission issued Docket No. will be rejected.** For more information, see 52 Pa. Code § 62.107.

Notice of filing of this Application must be published in newspapers of general circulation covering each county in which the applicant intends to provide service. The newspapers in which proof of publication are required is dependent on the service territories the applicant is proposing to serve.

The chart below dictates which newspapers are necessary for each NGDC. For example, an applicant that wants to operate in Peoples Natural Gas - Peoples Natural Gas Division would need to run ads in The Erie Times-News, the Pittsburgh Post-Gazette, and the Johnstown Tribune-Democrat. If the applicant is proposing to serve the entire Commonwealth, please file proof of publication in all seven newspapers.

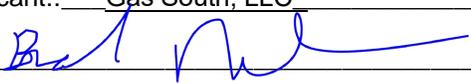
The only acceptable verification of this requirement is with Notarized Proofs of Publication, which may be requested from each newspaper and **must be supplied to the Commission before the applicant is licensed.**

	Erie Times-News	Harrisburg Patriot-News	Philadelphia Daily News or Philadelphia Inquirer	Pittsburgh Post-Gazette	Scranton Times-Tribune	Williamsport Sun-Gazette	Johnstown Tribune-Democrat
Columbia Gas	X	X		X		X	X
National Fuel Gas	X			X			
PECO			X				
Peoples Natural Gas – Peoples Natural Gas Division	X			X			X
Peoples Natural Gas – Peoples Gas Division				X			
Philadelphia Gas Works			X				
UGI Utilities – Gas Div.	X	X	X	X	X	X	X
Valley Energy					X	X	
Entire Commonwealth	X	X	X	X	X	X	X

(Newspaper Publication Templates are provided at Appendices F and G)

13. SIGNATURE

Applicant:: Gas South, LLC

By: 

Title: Sr. Governmental Affairs Manager

14. CHECKLIST

For the applicant's convenience, please use the following checklist to ensure all relevant sections are complete. The Commission Secretary's Bureau will not accept an application unless each of the following sections is complete.

Applicant: Gas South, LLC

Applicant's Use	✓	Signature	
	✓	Filing Fee (ONLY CERTIFIED CHECK OR MONEY ORDER)	
	✓	Application Affidavit	
	✓	Operations Affidavit	
	✓	Tax Certification Statement	
	✓	Commonwealth Department of State Verification	
	✓	Certificate of Service	

PUC Secretary's Bureau Use

Appendix A

APPLICATION AFFIDAVIT

[Commonwealth/State] of Georgia :

ss.

County of Cobb :

Jamie Tiernan, Affiant, being duly [sworn/affirmed] according to law, deposes and says that:

[He/she is the CFO (Office of Affiant) of Gas South, LLC (Name of Applicant);]

[That he/she is authorized to and does make this affidavit for said Applicant;]

That the Applicant herein Gas South, LLC has the burden of producing information and supporting documentation demonstrating its technical and financial fitness to be licensed as a natural gas supplier pursuant to 66 Pa.C.S. § 2208 (c)(1) and 52 Pa. Code § 62.109(a).

That the Applicant herein Gas South, LLC has answered the questions on the application correctly, truthfully, and completely and provided supporting documentation as required.

That the Applicant herein Gas South, LLC acknowledges that it is under a duty to update information provided in answer to questions on this application and contained in supporting documents.

That the Applicant herein Gas South, LLC acknowledges that it is under a duty to supplement information provided in answer to questions on this application and contained in supporting documents as requested by the Commission.

That the facts above set forth are true and correct to the best of his/her knowledge, information, and belief, and that he/she expects said Applicant to be able to prove the same at hearing.

Signature of Affiant Jamie Tiernan

Sworn and subscribed before me this 14 day of March, 2024.

Signature of official administering oath Alaric Deloney

My commission expires 03/13/2026



Appendix B

OPERATIONS AFFIDAVIT

[Commonwealth/State] of Georgia :

: ss.

County of Cobb :

Jamie Tiernan, Affiant, being duly [sworn/affirmed] according to law, deposes and says that:

[He/she is the CFO (Office of Affiant) of Gas South, LLC (Name of Applicant);]

[That he/she is authorized to and does make this affidavit for said Applicant;]

That Gas South, LLC, the Applicant herein, acknowledges that [Applicant] may have obligations pursuant to this Application consistent with the Public Utility Code of the Commonwealth of Pennsylvania, Title 66 of the Pennsylvania Consolidated Statutes; or with other applicable statutes or regulations including Emergency Orders which may be issued verbally or in writing during any emergency situations that may unexpectedly develop from time to time in the course of doing business in Pennsylvania.

That Gas South, LLC, the Applicant herein, asserts that [he/she/it] possesses the requisite technical, managerial, and financial fitness to render natural gas supply service within the Commonwealth of Pennsylvania and that the Applicant will abide by all applicable federal and state laws and regulations and by the decisions of the Pennsylvania Public Utility Commission.

That Gas South, LLC, the Applicant herein, acknowledges that failure to comply with any provision of Chapter 22 of the Public Utility Code or the rules, regulations, orders or directives of the Department of Revenue or of the Commission, including, but not limited to, engaging in anticompetitive behavior, shall be cause for the Commission to revoke the Applicant's license. See 66 Pa.C.S. § 2208(c)(2). The Applicant acknowledges that it shall report to the Commission its jurisdictional natural gas sales for ultimate consumption, for the previous year or as otherwise required by the Commission. The Applicant also acknowledges that it is subject to 66 Pa.C.S. § 506 (relating to the inspection of facilities and records).

Applicant, by filing of this application waives confidentiality with respect to its state tax information in the possession of the Department of Revenue, regardless of the source of the information, and shall consent to the Department of Revenue providing that information to the Pennsylvania Public Utility Commission.

Appendix B (Continued)

That Gas South, LLC, the Applicant herein, acknowledges that it has a statutory obligation to conform with 66 Pa.C.S. § 506 and the standards and billing practices of 52 Pa. Code Chapter 56.

That the Applicant agrees to provide all consumer education materials and information in a timely manner as requested by the Office of Communications or other Commission bureaus. Materials and information requested may be analyzed by the Commission to meet obligations under applicable sections of the law.

That the facts above set forth are true and correct/true and correct to the best of his/her knowledge, information, and belief.

Jamie Tiernan
Signature of Affiant

Sworn and subscribed before me this 14 day of March, 2024.

Alaric Beloney
Signature of official administering oath

My commission expires 03/13/2026.



EXHIBIT 2

Provide proof of compliance with appropriate Department of State filing requirements.

Included with this filing is a copy of Gas South, LLC's Foreign Registration Statement on file with the Commonwealth of Pennsylvania Department of State Bureau of Corporations.

Provide the state in which the business is incorporated/organized/formed and provide a copy of the Applicant's charter documentation.

Included with this filing is a copy of Gas South, LLC's Certificate of Existence and Certificate of Organization and Articles of Organization on file with the State of Georgia's Secretary of State Corporations Division.



0013721068



COMMONWEALTH OF PENNSYLVANIA
 Department of State
 Bureau of Corporations and Charitable Organizations
 PO Box 8722
 Harrisburg, Pennsylvania 17105-8722
STATEMENT OF CORRECTION
 Fee: \$70

Pennsylvania Department of State

-FILED-
 Amendment #: 0013721068
 Date Filed: 1/26/2024

B0649-8923 01/26/2024 9:09 AM Received by Pennsylvania Department of State

DSCB:15-138 (rev. 1/2023)

In compliance with the requirements of [15 Pa.C.S. § 138](#) (relating to statement of correction), the undersigned association or other person, desiring to correct an inaccurate, defective or erroneous record, hereby states that:

Record Information	
File number	0013714170
Current name	Gas South, LLC
Original file date	01/18/2024
Filing Type	Foreign Limited Liability Company
Filing Subtype	Limited Liability Company
The statute by or under which the association was formed (or the preceding filing was made) is	15 Pa.C.S. Statute 412
Document with Inaccuracy or Defect to be Corrected	
Form name and number	Foreign Registration Statement DSCB:15-412
Date filed	01/18/2024
Inaccuracy or Defect	
Corrections in wizard or text/upload	The correction(s) are set forth in this form (i.e. name, address, registered office, incorporators/organizer corrections).
If the document was erroneously executed, check one of the following:	
Association Name	
The full and proper name of the foreign association as registered in its jurisdiction of formation is	Gas South, LLC
Business name in Pennsylvania	Gas South, LLC
Effective Date Corrections	
Effective date correction	No change to effective date
The street address of the association's principal office.	
Current Principal Office Address	3625 CUMBERLAND BLVD SE SUITE 1500 ATLANTA, GA 30339
The mailing address of the association's principal office.	
Current Mailing Address	3625 CUMBERLAND BLVD SE SUITE 1500 ATLANTA, GA 30339
Home Jurisdiction Addresses	
Home jurisdiction street address	
Home Jurisdiction Street Address	3625 CUMBERLAND BLVD SUITE 1500 ATLANTA, GA 30339

Home jurisdiction mailing address		
Home Jurisdiction Mailing Address		3625 CUMBERLAND BLVD SE SUITE 1500 ATLANTA, GA 30339
Current Registered Office or Commercial Registered Office Provider	The address of this association's proposed registered office in this Commonwealth is	
Current Registered Office Selection	600 NORTH 2ND STREET	
Address	STE 401 HARRISBURG, PA 17101	
	DAUPHIN	
Agents	There are no parties to be updated for this filing type.	
Home Jurisdiction	GEORGIA	
Jurisdiction of Formation		
Electronic Signature	IN TESTIMONY WHEREOF, the undersigned association or other person has caused this Statement of Correction to be signed by a duly authorized officer thereof or otherwise in its name.	
<i>Chief Legal Officer</i>	<i>Stacy Paez</i>	<i>01/26/2024</i>
Signer's Capacity	Sign Here	Date

STATE OF GEORGIA
Secretary of State
Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

CERTIFICATE OF EXISTENCE

I, **Brad Raffensperger**, the Secretary of State of the State of Georgia, do hereby certify under the seal of my office that

GAS SOUTH, LLC
a Domestic Limited Liability Company

was formed in the jurisdiction stated below or was authorized to transact business in Georgia on the below date. Said entity is in compliance with the applicable filing and annual registration provisions of Title 14 of the Official Code of Georgia Annotated and has not filed articles of dissolution, certificate of cancellation or any other similar document with the office of the Secretary of State.

This certificate relates only to the legal existence of the above-named entity as of the date issued. It does not certify whether or not a notice of intent to dissolve, an application for withdrawal, a statement of commencement of winding up or any other similar document has been filed or is pending with the Secretary of State.

This certificate is issued pursuant to Title 14 of the Official Code of Georgia Annotated and is prima-facie evidence that said entity is in existence or is authorized to transact business in this state.

Docket Number : 26516300
Date Inc/Auth/Filed: 09/14/2005
Jurisdiction : Georgia
Print Date : 01/23/2024
Form Number : 211



Brad Raffensperger

Brad Raffensperger
Secretary of State

Secretary of State
Corporations Division
315 West Tower
#2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

CONTROL NUMBER: 0563043
EFFECTIVE DATE: 09/14/2005
JURISDICTION : GEORGIA
REFERENCE : 0170
PRINT DATE : 09/21/2005
FORM NUMBER : 356

H. SCOTT GREGORY
49 ATLANTA ST.
MARIETTA, GA 30060

CERTIFICATE OF ORGANIZATION

I, Cathy Cox, the Secretary of State of the State of Georgia, do hereby certify under the seal of my office that

GAS SOUTH, LLC
A GEORGIA LIMITED LIABILITY COMPANY

has been duly organized under the laws of the State of Georgia on the effective date stated above by the filing of articles of organization in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on the date set forth above.



A handwritten signature in black ink, appearing to read "Cathy Cox".

Cathy Cox
Secretary of State

ARTICLES OF ORGANIZATION STATE

OF

2005 SEP 14 12 3: 36

GAS SOUTH, LLC

I.

NAME

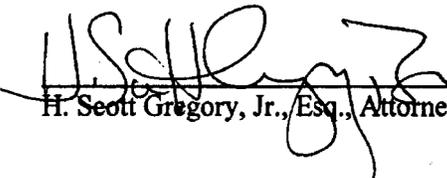
The name of the limited liability company is **Gas South, LLC** (hereinafter the "Company").

II.

MANAGEMENT

The management of the Company is vested in one or more Members.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Organization this 30th day of August, 2005.



H. Scott Gregory, Jr., Esq., Attorney for Organizer

BROCK, CLAY, & CALHOUN, P.C.
49 Atlanta Street
Marietta, GA 30060
Phone: (770) 422-1776
Fax: (770) 426-6155



CATHY COX
Secretary of State

**OFFICE OF SECRETARY OF STATE
CORPORATIONS DIVISION**

315 West Tower, #2 Martin Luther King, Jr. Drive
Atlanta, Georgia 30334-1530
(404) 658-2817

Registered agent, officer, entity status information via the Internet
<http://www.georgiacorporations.org>

WARREN RARY
Director

ENRICO M. ROBINSON
Assistant Director

**TRANSMITTAL INFORMATION
GEORGIA LIMITED LIABILITY COMPANY**

DO NOT WRITE IN SHADED AREA - SOS USE ONLY

DOCKET #	PENDING #	CONTROL #	052240831
DOCKET CODE	DATE FILED	AMOUNT RECEIVED	CHECK RECEIPT
TYPE CODE	EXAMINER	JURISDICTION (COUNTY) CODE	

NOTICE TO APPLICANT: PRINT PLAINLY OR TYPE REMAINDER OF THIS FORM

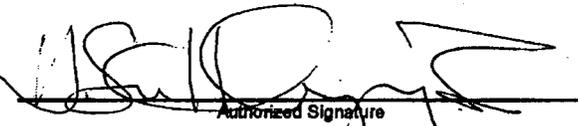
1.	052240831				
	LLC Name Reservation Number (if one has been obtained; if articles are being filed without prior reservation, leave this line blank)				
	Gas South, LLC				
	LLC Name (List exactly as it appears in articles)				
2.	H. Scott Gregory, Jr., Esq.		770-422-1776		
	Name of person filing articles (certificate will be mailed to this person, at address below)		Telephone Number		
	49 Atlanta Street				
	Address				
	Marietta	GA	30060		
	City	State	Zip Code		
3.	P. O. Box 369M				
	Principal Office Mailing Address of LLC (Unlike registered office address, this may be a post office box)				
	Marietta	GA	30061		
	City	State	Zip Code		
4.	W. T. Nelson, III				
	Name of LLC's Registered Agent in Georgia				
	1000 EMC Parkway, Building 4000				
	Registered Office Street Address of LLC in Georgia (Post office box or mail drop not acceptable for registered office address)				
	Marietta	Cobb	GA	30060	
	City	County	State	Zip Code	
5.	Name and Address of each organizer (Attach additional sheets if necessary)				
	W. T. Nelson, III	1000 EMC Pkwy #4000	Marietta	GA	30060
	Organizer	Address	City	State	Zip Code
	Organizer	Address	City	State	Zip Code
6.	Mail or deliver the following items to the Secretary of State, at the above address:				
	1) This transmittal form				
	2) Original and one copy of the Articles of Organization				
	3) Filing fee of \$100.00 payable to Secretary of State. Filing fees are NON-refundable.				
				August 30, 2005	
	Authorized Signature			Date	
	Member, Manager, Organizer or Attorney-in-fact (Circle one)				
	Request certificates and obtain entity information via the Internet: http://www.georgiacorporations.org				

EXHIBIT 3

“Affiliates: Give name and address of any affiliate(s) currently doing business and state whether the affiliate(s) are jurisdictional public utilities. If the Applicant does not have any affiliates doing business, explicitly state so. Also, state whether the applicant has any affiliates that are currently applying to do business in Pennsylvania.”

Below are the jurisdictions that either Gas South, LLC, or its affiliate, Infinite Energy, LLC, are certified, licensed, registered, or otherwise authorized to provide retail/wholesale natural gas service. Gas South, LLC and Infinite Energy, LLC provide natural gas service to residential, small commercial, large commercial, and industrial end-users. Neither Gas South, LLC nor Infinite Energy, LLC are affiliated with jurisdictional public utilities in Pennsylvania.

Infinite Energy, LLC’s business address is 3625 Cumberland Blvd SE, Suite 1500, Atlanta, GA 30339.

Entity	State	License Number
Infinite Energy, LLC	New Jersey	GSL-0076
Infinite Energy, LLC	Ohio	18-672G
*Infinite Energy, LLC	Pennsylvania	A-2018-3005302
Gas South, LLC	Georgia	GM-31
Gas South, LLC	Florida	N/A
Gas South, LLC	North Carolina	N/A
Gas South, LLC	South Carolina	N/A
Gas South, LLC	Tennessee	N/A
Gas South, LLC	Texas	N/A
Gas South, LLC	Mississippi	N/A
Gas South, LLC	Alabama	N/A
Gas South, LLC	Louisiana	N/A
Gas South, LLC	West Virginia	21-0299-GP-GPC
Gas South, LLC	Kentucky	N/A
*Gas South, LLC	Virginia	TBD
*Gas South, LLC	District of Columbia	TBD
*Gas South, LLC	Maryland	TBD

**As of this filing, INFINITE ENERGY, LLC has filed with the Pennsylvania Public Utility Commission an application to abandon its Natural Gas Supplier license in Docket A-2018-*

3005302. *Gas South's affiliate has not served any customers within Pennsylvania since receiving its license.*

**As of this filing, Gas South, LLC has filed with the Virginia State Corporation Commission an application to be licensed as a Natural Gas Competitive Service Provider, with the intent on serving commercial and industrial end-users under Docket No. PUR-2024-00042. Further information as to the status of the company's application can be provided upon request.*

**As of this filing, Gas South, LLC intends to file with the District of Columbia Public Service Commission an application to be licensed as Natural Gas Supplier, with the intent on serving commercial and industrial end-users. Further information as to the status of the company's application can be provided upon request.*

**As of this filing, Gas South, LLC intends to file with the Maryland Public Service Commission an application to be licensed as Natural Gas Supplier, with the intent on serving commercial and industrial end-users. Further information as to the status of the company's application can be provided upon request.*

EXHIBIT 5

Exhibit 5(a) Criminal/Civil Proceedings: State specifically whether the Applicant, an affiliate, a predecessor of either, or a person identified in this Application, has been or is currently the defendant of a criminal or civil proceeding within the last five (5) years.

Identify all such proceedings (active or closed), by name, subject and citation; whether before an administrative body or in a judicial forum. If the Applicant has no proceedings to list, explicitly state such.

Gas South, LLC has one purported class action claim filed against it in the Superior Court of Cobb County, GA [Civil Action File No. 22106661] (a previously reported second purported class action claim, Civil Action File No. 22107065, was consolidated into this action). The claim relates to an unknown actor having access to limited Gas South systems between February 13, 2022, and February 23, 2022, which Gas South disclosed to affected consumers. On October 6th, 2023, the Court granted the Plaintiff's Motion for Preliminary Approval of a proposed settlement. A Final Approval Hearing is scheduled for February 9, 2024.

Exhibit 5(c) Summary: If applicable; provide a statement as to the resolution or present status of any actions listed above. Additionally, provide details of any actions the applicant has undertaken that will prevent the items listed above from occurring if licensed in Pennsylvania.

Gas South, LLC's one purported class action claim is nearing settlement. Following the limited access to Gas South's systems between February 13, 2022, and February 23, 2022, the company conducted a thorough investigation and did not find any instances of fraud or identity theft to have occurred as a result of the incident, nor has it found any evidence that data was accessed or acquired. However, out of an abundance of caution, the company notified involved individuals to make them aware of the incident and the steps they could take to help protect their information, including providing complimentary credit monitoring and identity theft restoration services. Gas South has partnered with Experian to establish a dedicated call center for individuals to ask questions following the incident and provided 2 years of additional credit monitoring support through the settlement agreement. Gas South continues to review and enhance its existing policies and procedures to reduce the likelihood of a similar future event.

EXHIBIT 6

CERTIFICATE OF SERVICE

On this the 15th day of March 2024, I certify that a true and correct copy of the foregoing application form for licensing within the Commonwealth of Pennsylvania as a Natural Gas Supplier and all Non-Confidential attachments have been served, as a hardcopy, upon the following:

Office of Consumer Advocate 5 th Floor, Forum Place 555 Walnut Street Harrisburg, PA 17120	Office of the Attorney General Bureau of Consumer Protection Strawberry Square, 14 th Floor Harrisburg, PA 17120
Office of the Small Business Advocate Forum Place 555 Walnut Street, 1 st Floor Harrisburg, PA 17101	Department of Revenue Bureau of Compliance PO Box 281230 Harrisburg, PA 17128-1230
Bureau of Investigation & Enforcement Pennsylvania Public Utility Commission Commonwealth Keystone Building 400 North Street, 2 West Harrisburg, PA 17120	Peoples Natural Gas Company LLC – Peoples Natural Gas Division / Peoples Gas Division Attn: Carol Scanlon 375 North Shore Drive Pittsburgh, PA 15212
Columbia Gas of PA, Inc. Transport Support Services 290 W. Nationwide Blvd. Columbus, OH 43215	National Fuel Gas Distribution Corp. Daniel Czechowicz, Director – Gas Supply Administration 6363 Main Street Williamsville, NY 14221
PECO Suzette Adams, Sr. Manager, Gas Supply and Transportation 2301 Market Street, S-18 Philadelphia, PA 19103	Philadelphia Gas Works Ryan Reeves, Director Supply Transportation & Control 800 West Montgomery Avenue Philadelphia, PA 19122
UGI Utilities, Inc. – Gas Division Sherry Epler 1 UGI Drive Denver, PA 17517	Valley Energy Inc. Ed Rogers 523 South Keystone Avenue Sayre, PA 18840-0340



Brad Nelson
Sr. Governmental Affairs Manager
Gas South, LLC
5001 Celebration Pointe, 2nd Fl, Ste 220
Gainesville, FL 32608
Brad.Nelson@gassouth.com

EXHIBIT 7

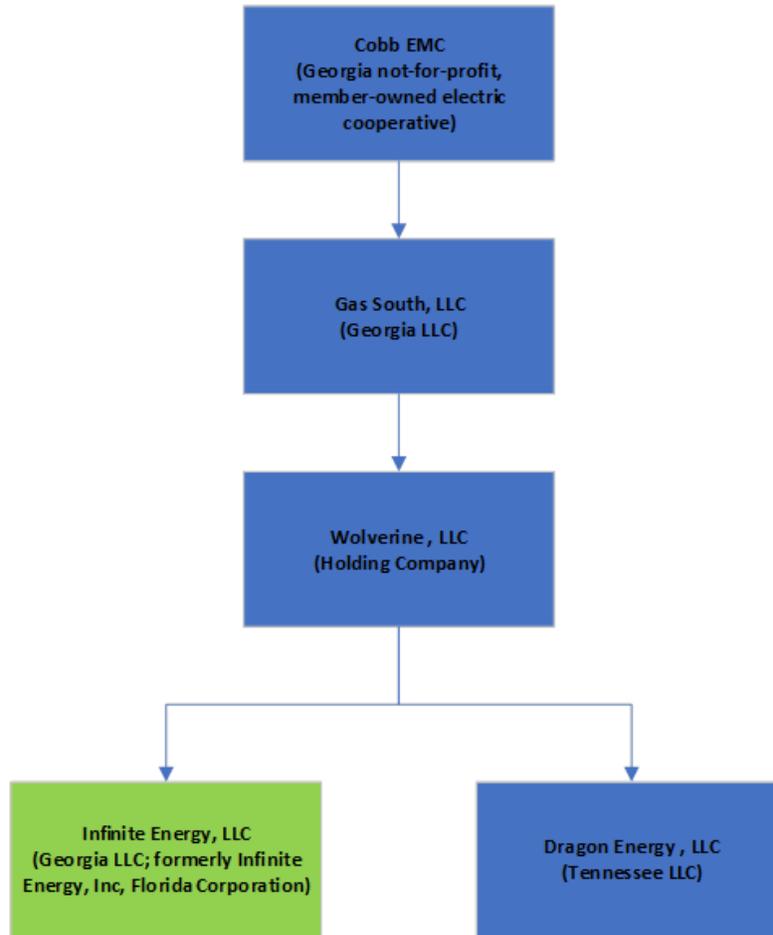
Exhibit 7(a) “Bonding”: In accordance with 66 Pa. C.S. Section 2208(c), no natural gas supplier license shall be issued or remain in force unless the applicant or holder furnishes a bond or other security in a form and amount to ensure the financial responsibility of the natural gas supplier. The criteria used to determine the amount and form of such bond or other security shall be set by each NGDC. Provide documentation that the applicant has met the security requirement of each NGDC by submitting the letters sent by the NGDCs stating what bonding amounts they require. The contact information is located in Section 6.b.

Enclosed with this filing is a copy of the bonding documentation provided to Gas South, LLC by National Fuel Gas Distribution Corp., Valley Energy, Inc. Peoples Natural Gas Company LLC, Columbia Gas of PA, Inc., UGI Utilities, Inc., and PECO.

Exhibit 7(b) “Financial Records, Statements, and Ratings”: Applicant must provide sufficient information to demonstrate financial fitness commensurate with the service proposed to be provided.

7(b)(1) “Actual (or proposed) organizational structure including parent, affiliated or subsidiary companies”:

Gas South, LLC is a wholly owned subsidiary of Cobb Electric Membership Corporation (Cobb EMC).



7(b)(2) “Published Applicant or parent company financial and credit information”:

Cobb Electric Membership Corporation (Cobb EMC), Gas South, LLC’s parent company, is a privately held company, and therefore neither produces nor is required to submit SEC filings. Gas South, LLC does not have a credit rating, however, provided are links to both the annual reports and the Fitch Ratings of its ultimate parent company, Cobb Electric Membership Corporation.

<https://cobbemc.com/company-reports>

<https://www.fitchratings.com/entity/cobb-electric-membership-corporation-ga-96267747>

<https://www.fitchratings.com/entity/cobb-electric-membership-corporation-ga-credit-summary-96267736>

7(b)(3) “Applicant’s accounting statements, including balance sheet and income statements for the past two years”:

This document contains confidential and/or proprietary information and is being submitted under seal.

7(b)(4) “Evidence of Applicant’s credit rating. Applicant may provide a copy of its Dun and Bradstreet Credit Report and Robert Morris and Associates financial form, evidence of Moody’s, S&P, or Fitch ratings, and/or other independent financial service reports”:

Gas South, LLC does not have a credit rating, however, provided are links to the Fitch Ratings of its ultimate parent company, Cobb Electric Membership Corporation.

<https://www.fitchratings.com/entity/cobb-electric-membership-corporation-ga-96267747>

<https://www.fitchratings.com/entity/cobb-electric-membership-corporation-ga-credit-summary-96267736>

7(b)(5) “A description of the types and amounts of insurance carried by Applicant which are specifically intended to provide for or support its financial fitness to perform its obligations as a licensee”:

This document contains confidential and/or proprietary information and is being submitted under seal.

7(b)(6) “Audited financial statements exhibiting accounts over a minimum two year period”:

This document contains confidential and/or proprietary information and is being submitted under seal.

7(b)(7) “Bank account statement (3-12 recent consecutive months), tax returns from the previous two years, or any other information that demonstrates Applicant’s financial fitness”:

This document contains confidential and/or proprietary information and was submitted under seal.

Exhibit 7(c) “Supplier Funding Method”: If Applicant is operating as anything other than Broker/Marketer only, explain how Applicant will fund its operations. Provide all credit agreements, lines of credit, etc., and elaborate on how much is available on each item.

This document contains confidential and/or proprietary information and was submitted under seal.



National Fuel

January 30, 2024

Brad Nelson
Sr. Governmental Affairs Manager
Gas South, LLC
5001 Celebration Pointe, 2nd FL, Suite 220
Gainesville, FL 32608

Dear Brad,

Pursuant to 66 Pa. C. S. § 2208 (c), an applicant for a natural gas supplier license in the Commonwealth of Pennsylvania must furnish security to each utility where the supplier will do business to ensure the financial responsibility of such natural gas supplier. To this end, National Fuel Gas Distribution Corporation (“National Fuel”) will perform a credit review and analysis of Gas South, LLC (“GS”) and determine at the appropriate time whether GS must post a security deposit acceptable to National Fuel in order to operate as a supplier on National Fuel’s system.

GS’ security requirement to serve Pennsylvania customers is dependent on the type of transportation service utilized by GS. There is no Natural Gas Supplier (NGS) security requirement for customers that will be enrolled in National Fuel’s Purchase of Receivable (POR) program. As such, GS will not be required to post security for customers enrolled in the POR program. A security deposit will be required for transportation customers not enrolled in the POR program.

Should you have any questions concerning the above, please contact me at 716-857-7541.

Yours truly,

Nicole Barker
Transportation Service Department

February 15, 2024

Brad Nelson
Senior Governmental Affairs Manager
Gas South, LLC
3625 Cumberland Blvd. SE Suite 1500
Atlanta, GA 30339

Dear Brad Nelson:

We are pleased that Gas South, LLC has applied for a license to provide Natural Gas Supply Service on the distribution system of Columbia Gas of Pennsylvania, Inc. (“Columbia Gas”).

Under Paragraph 2.4.5 of the Rules Applicable to Distribution Service section of the Tariff of Columbia Gas, Gas South, LLC could be required to provide to Columbia Gas a bond or other financial security instrument in an amount that Columbia Gas determines to be appropriate. We have determined at this time that Gas South, LLC has met the financial security requirement to provide Natural Gas Supply Service to Columbia Gas customers.

If the creditworthiness requirement or Columbia Gas’ exposure to Gas South, LLC changes in the future, Columbia Gas might deem it appropriate to require Gas South, LLC to provide a bond or other financial security instrument.

Please feel free to contact me at 614-460-4881 should you have any questions regarding a bond or other financial security instrument requirements of Columbia Gas.

Sincerely,

Debbie Vair

Debbie Vair
Manager of Gas Transportation Service and Nominations



pecoSM

AN EXELON COMPANY

February 26, 2024

Brad Nelson
Gas South, LLC
3625 Cumberland Blvd
Atlanta, Ga. 30339

Re: Bonding Requirements

Dear Northeastern Gas South, LLC:

PECO is aware that Gas South, LLC has applied for a license to provide brokering and consulting services to commercial and industrial customers on the distribution system of PECO.

In making such an application Gas South, LLC could be required to provide to PECO a bond or other acceptable financial security in an amount that PECO determines to be appropriate. Gas South, LLC, has indicated that it intends to provide only brokering and consulting services to commercial and industrial customers will not take title to any delivered natural gas; nor will accept any customer payments or deposits.

Therefore, PECO has determined at this time that Gas South, LLC does not need a bond or other financial security requirement, since they are not directly engaging in business with PECO and only providing brokering or consulting services to PECO customers. However, if the services provided by Gas South, LLC, or the creditworthiness requirement for PECO's exposure to Gas South, LLC changes in the future, PECO reserves the right to require Gas South, LLC to provide a bond or other financial security instrument.

If you should have any questions regarding this matter, please contact Wanda Rucker at Wanda.Rucker@exeloncorp.com.

Respectfully submitted,

Suzette Adams

Suzette Adams
Sr Manager, Gas Supply and Transportation
2301 Market Street
Philadelphia, PA 19103



375 North Shore Drive
Pittsburgh, Pennsylvania 15212

www.peoples-gas.com

Carol Scanlon
Manager, Rates

Peoples Natural Gas Company LLC
Phone: 412-208-6931
Email: Carol.Scanlon@peoples-gas.com

February 1, 2024

Jason Dolder
Chief Sales & Marketing Officer
Gas South, LLC
3625 Cumberland Blvd, Ste 1500
Atlanta, GA 30339

Dear Mr. Dolder:

We are pleased that Gas South, LLC has applied for a license to provide natural gas services on Peoples Natural Gas Company LLC. Specifically you have requested to be licensed as a supplier on the distribution systems of Peoples Natural Gas Division and Peoples Gas Division (formerly Peoples TWP).

Since Gas South, LLC is not currently serving customers on the Peoples systems, we have determined at this time that Gas South, LLC does not need a bond or other financial security requirement to provide these services to the Company's customers.

If a Pool is established, and customers are enrolled which alters the creditworthiness requirement or the Company's exposure to Gas South, LLC provision of services on the Peoples' system changes in the future, the Company may deem it appropriate to require a bond or other financial instrument.

If you have any questions feel free to contact me at 412-208-6931 or by email at Carol.Scanlon@peoples-gas.com.

Sincerely,

Carol Scanlon
Manager, Rates
Peoples Natural Gas Company LLC

Cc: Stephen Kelly
Mina Speicher



UGI Utilities, Inc.
1 UGI Drive
Denver, PA 17517

610-796-3400

VIA E-MAIL

February 5, 2024

Gas South, LLC
5001 Celebration Pointe
2nd Floor, Suite 220
Gainesville, FL 32608

ATTENTION: Brad Nelson, Sr. Governmental Affairs Manager
Brad.Nelson@gassouth.com

RE: UGI Financial Security Requirements

Dear Mr. Nelson,

UGI Utilities, Inc.–Gas Division (hereinafter “UGIU”) has reviewed the application of Gas South, LLC (hereinafter “Gas South”) for approval to operate as a Natural Gas Supplier. Based on this initial review, Gas South must post security as specified in the UGIU Supplier Coordination Tariff before it serves customers on the UGIU distribution systems. Such security forms and amounts can be found in Section 8 of UGIU’s Gas Choice Tariff No. 7S at <https://ugi.outsystemsenterprise.com/UGITariff FO/Tariffs>. Once such security is posted with UGIU, Gas South will have demonstrated adequate creditworthiness to UGIU in order to operate as a Natural Gas Supplier on the UGIU distribution system.

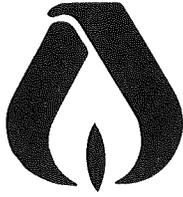
This determination may change in the event there is a material deterioration in Gas South’s financial condition, if Gas South’s obligations to UGIU exceed the amount of the financial security provided, if the financial security is withdrawn or is deemed to be null and void or inadequate due to the material financial deterioration of any guarantor, or if Gas South fails to abide by the terms and conditions of the UGIU Gas Tariff and the UGIU Natural Gas Supplier Coordination Tariff.

Please feel free to contact me with any additional questions you may have.

Sincerely,

Sherry Epler
Senior Manager
Tariff & Supplier Administration

SE/rks



VALLEY ENERGY

523 S. Keystone Avenue, P.O. Box 340, Sayre, PA 18840
800/998-4427 • 570/888-9664 • FAX 570/888-6199

January 26, 2024

VIA EMAIL

Brad Nelson,
Sr. Governmental Affairs Manager
Gas South, LLC
5001 Celebration Pointe, 2nd Floor, Suite 220
Gainesville, FL 32608
Brad.Nelson@gassouth.com

RE: Gas South, LLC

Dear Mr. Nelson:

We understand that Gas South LLC has applied with the Pennsylvania Public Utility Commission to supply natural gas services to the public in Pennsylvania, including our company's service area.

Because Gas South LLC intends to only provide natural gas aggregating, brokering, and consulting services at this time, we have determined that Gas South LLC will not be required to post a bond or other form of financial security instrument to provide these services in our service area. However, if the services provided change in the future, we reserve the right to require security from Gas South LLC. as deemed appropriate.

If you have any questions, please contact Jamie Beale at 570-888-9664 (Ext. 5232).

Sincerely,

Edward E. Rogers
President & CEO

EER/km

cc: J. Beale, Valley Energy

EXHIBIT 8

Exhibit 8(a) “Experience, Plan, Structure”

Exhibit 8(a)(1) “Applicant’s previous experience in the natural gas industry”:

Founded in 2006, Gas South, LLC, (“Gas South”) is the Southeast’s leading full-service retail energy provider of natural gas - headquartered in Atlanta, Georgia. Gas South is a wholly owned subsidiary of Cobb Electric Membership Corporation (“Cobb EMC”), one of the country’s largest electric cooperatives, and earns retail margin by selling natural gas to end users while also helping them meet their natural gas needs. The company has a dedicated in-house gas operations trade room, available twenty-four hours a day, whose services include capacity analysis, gas supply logistics and economics, least cost transportation, asset management, risk management, energy budgeting, scheduling, nominations, balancing, gas market analysis, supply acquisition and delivery on dozens of interstate and intrastate natural gas pipelines, hubs, and local distribution company city-gates throughout the U.S.

In Georgia, the company’s core retail natural gas market, Gas South provides its own ancillary services for billing and customer service required to supply natural gas to the natural gas company city gate(s) for its retail customers, with upwards of four hundred thousand invoices being issued monthly. Gas South also maintains its own call center operations, customer care and regulatory departments which can respond to any customer needs, inquiries, or complaints, should any be received.

Exhibit 8(a)(2) and (3) “Summary and proof of licenses as a supplier of natural gas services in other states or jurisdictions” and “Type of customers and number of customers Applicant currently serves in other jurisdictions”:

Below are the jurisdictions that either Gas South, LLC, or its affiliate, Infinite Energy, LLC, are certified, licensed, registered, or otherwise authorized to provide retail/wholesale natural gas service. Gas South, LLC and Infinite Energy, LLC provide natural gas service to residential, small commercial, large commercial, and industrial end-users. Neither Gas South, LLC nor Infinite Energy, LLC are affiliated with jurisdictional public utilities in Pennsylvania.

Entity	State	License Number
Infinite Energy, LLC	New Jersey	GSL-0076
Infinite Energy, LLC	Ohio	18-672G
*Infinite Energy, LLC	Pennsylvania	A-2018-3005302
Gas South, LLC	Georgia	GM-31
Gas South, LLC	Florida	N/A
Gas South, LLC	North Carolina	N/A
Gas South, LLC	South Carolina	N/A

Gas South, LLC	Tennessee	N/A
Gas South, LLC	Texas	N/A
Gas South, LLC	Mississippi	N/A
Gas South, LLC	Alabama	N/A
Gas South, LLC	Louisiana	N/A
Gas South, LLC	West Virginia	21-0299-GP-GPC
Gas South, LLC	Kentucky	N/A
*Gas South, LLC	Virginia	TBD
*Gas South, LLC	District of Columbia	TBD
*Gas South, LLC	Maryland	TBD

**As of this filing, INFINITE ENERGY, LLC has filed with the Pennsylvania Public Utility Commission an application to abandon its Natural Gas Supplier license in Docket A-2018-3005302. Gas South’s affiliate has not served any customers within Pennsylvania since receiving its license.*

**As of this filing, Gas South, LLC has filed with the Virginia State Corporation Commission an application to be licensed as a natural gas Competitive Service Provider, with the intent of serving commercial and industrial end-users under Docket No. PUR-2024-00042. Further information as to the status of the company’s application can be provided upon request.*

**As of this filing, Gas South, LLC intends to file with the District of Columbia Public Service Commission an application to be licensed as Natural Gas Supplier, with the intent on serving commercial and industrial end-users. Further information as to the status of the company’s application can be provided upon request.*

**As of this filing, Gas South, LLC intends to file with the Maryland Public Service Commission an application to be licensed as Natural Gas Supplier, with the intent on serving commercial and industrial end-users. Further information as to the status of the company’s application can be provided upon request.*

Exhibit 8(a)(4) “Staffing structure and numbers as well as employee training commitments”:

Gas South’s focus will be serving commercial, industrial, and governmental end-users in the Commonwealth. The company has a dedicated Gas Supply & Risk Management department consisting of gas operations managers, schedulers, supply analysts, billing analysts, and key account representatives that handle the day-to-day requirements of these customers.

Gas South, LLC and its affiliate, Infinite Energy, LLC, currently provides natural gas service across 14 states, which require the operation of a fully functioning and efficiently managed customer care call center. The company’s call center is operated in-house by employees located in Atlanta, GA, as well as in the company’s satellite office in Gainesville, FL. All customer care

representatives are trained and retrained (if necessary) in all aspects of the markets for which Gas South, LLC and its affiliate serve. Gas South's in-house customer care operations allow for both supervision, oversight, quality control, and coaching of the company's customer-facing representatives as needed. In other retail markets that the company operates in, Gas South is required to meet certain service quality measures monthly (as regulated by the respective jurisdictional authority). Service quality measures include meeting certain benchmarks and standards such as: call center service level (calls answered within determined time interval); billing accuracy; and responsiveness to consumer inquiries and complaints received from customers and/or the jurisdictional authority. Suffice it to say, Gas South, LLC is in a unique position in that it does not outsource its key customer service functions, thereby creating a better overall customer experience. The company maintains several communication channels for its customers to use, such as telephone, electronic mail, webchat, IVR, as well as through its mobile applications.

Exhibit 8(a)(5) "Business plans for operations within the Commonwealth":

Gas South's focus will be serving commercial, industrial, governmental end-users in the Commonwealth and will provide all the requirements necessary to serve the natural gas needs of its customers. Gas South intends to participate in the utility consolidated billing ("UCB") programs of the natural gas distribution companies listed within this application. In instances where UCB billing is not available, Gas South is more than capable of providing its own billing services as previously mentioned. Furthermore, Gas South takes great pride in the fact that it has dedicated in-house customer service and regulatory departments that will respond to any customer needs, inquiries, or complaints, should any be received. Gas South will comply with all Pennsylvania Public Utility Commission rules that are applicable to NGS's in the provision of natural gas service.

Exhibit 8(d) "Oversight of Marketing": Explain all methods Applicant will use to ensure all marketing is performed in an ethical manner, for both employees and subcontractors.

Gas South will adhere to all rules applicable in the provision of natural gas service to end-users throughout the Commonwealth. At this time, Gas South's focus will be serving large commercial, industrial, and governmental end-users. As such, Gas South will train and supervise one or more key account representatives and originators who will make contact with potential customers.

Gas South is not proposing to solicit mass market (residential) accounts in this application. However, if this were to change, the company will file the necessary amendments to its application and notify the Commission and the natural gas distribution companies of that intent prior to soliciting or enrolling such customers. If Gas South undertakes to serve mass market customers, it and any third-party vendors contracted to engage and serve such customers will adhere to vigorous training and quality assurance programs. Contracts entered into between Gas South and any third-party vendor it may engage with will require the vendor to conduct itself in

accordance with the Commission's applicable regulations and laws governing door-to-door and/or telemarketing sales.

Gas South's Legal and Regulatory departments will oversee all processes and documents used to solicit, market to, and enroll customers.

Exhibit 8(e) "Officers": Identify Applicant's chief officers, and include the professional resumes for any officers directly responsible for operations. All resumes should include date ranges and job descriptions containing actual work experience.

Below are the names, resumes, addresses, and telephone numbers of Gas South's Chief Officers.

- **Kevin Greiner – President and Chief Executive Officer**
 - With more than 20 years of experience in the energy sector, Mr. Greiner gained expertise in management roles with Southern Company, having been with Gas South since its inception in 2006. Mr. Griener holds a master's degree in business administration from the University of Michigan, a Master of Science in natural resource policy, as well as a bachelor's degree from Wesleyan University. In recognition of Gas South's growth and corporate citizenship, Georgia Trend magazine named him Georgia's most respected business leader in 2021, and the Atlanta Business Chronicle named him one of Atlanta's most admired CEOs in 2018 and 2021.
 - Mr. Greiner's business address is 3625 Cumberland Blvd SE, Suite 1500, Atlanta, GA 30339; P: (770) 763-4650.
- **Jamie Tiernan – Chief Financial Officer**
 - With more than 25 years of experience in the energy industry, Mr. Tiernan is responsible for overseeing the company's accounting, finance, treasury, and the project management offices. Mr. Tiernan is a CPA and holds a bachelor's degree in accounting from the University of Georgia and a master's degree in finance from Georgia State University.
 - Mr. Tiernan's business address is 3625 Cumberland Blvd SE, Suite 1500, Atlanta, GA 30339; P: (770) 763-4656.
- **Jason Dolder – Chief Sales and Marketing Officer**
 - With over 15 years of experience in sales and marketing, Mr. Dolder leads the company's Sales and Marketing teams with a proven track record of driving Gas South's growth and developing strategic marketing initiatives. Prior to joining Gas South, Mr. Dolder served as Vice President of Sales and Marketing at Infinite Energy, where he expanded the company's sales and empowered marketing and customer experience teams. Mr. Dolder holds a Master of Business Administration from the University of Illinois, a Master of Science in integrated marketing communications from Eastern Michigan University, a Master of Science in management and leadership from Troy University, and a Bachelor of Science from the University of Iowa.
 - Mr. Dolder's business address is 3625 Cumberland Blvd SE, Suite 1500, Atlanta, GA 30339; P: (770) 763-4470.
- **Freddy Cardozo – Chief Supply & Risk Officer**

- As Gas South's Chief Supply & Risk Officer, Mr. Cardozo leads a team responsible for the company's wholesale natural gas supply and trading, managing transportation and storage assets, risk management, middle office functions and providing cost structures for pricing. Mr. Cardozo has over 25 years of experience in the energy industry in both the regulated and deregulated markets. Mr. Cardozo joined Gas South in 2006, coming from Southern Company where he worked as a structuring principal for two years. Before that, Mr. Cardozo was a senior analyst at Mirant Corporation, and prior to that, worked as a power transmission planning engineer for the National Administration of Electricity (ANDE), the electric utility of Paraguay. Mr. Cardozo holds a bachelor's degree in electrical and mechanical engineering from the National University of Asuncion, Paraguay. Mr. Cardozo also earned a Master of Science degree from Arizona State University as a Fulbright Scholar and studied management of energy utilization and conservation at the Israel Institute of Technology in Haifa, Israel.
- Mr. Cardozo's business address is 3625 Cumberland Blvd SE, Suite 1500, Atlanta, GA 30339; P: (770) 763-4663.
- **David Malone – Chief Operating Officer**
 - With over two decades of leadership experience spanning Marketing, Sales, Operations and IT, Mr. Malone has been an integral part of Gas South since its inception. As the Chief Operating Officer, Mr. Malone leads the Operations, IT, and Customer Care teams, focusing on driving efficient processes, implementing technology that supports customers and employees and fostering a service culture that aims to exceed our customers' expectations. Mr. Malone holds a bachelor's and master's degrees in economics from Florida State University.
 - Mr. Malone's business address is 3625 Cumberland Blvd SE, Suite 1500, Atlanta, GA 30339; P: (770) 763-4664.
- **Stacy Paez – Chief Legal & People Officer**
 - As Chief Legal and People Officer at Gas South, Ms. Paez is responsible for providing leadership and oversight in legal services, HR, community affairs, regulatory and legislative affairs, and corporate compliance. Ms. Paez is also a key member of the company's executive leadership team and provides general counsel. Before joining Gas South, Ms. Paez served as General Counsel and VP of Legal and HR at Infinite Energy, where she started in 2009. Throughout her time at Infinite Energy, Ms. Paez held roles as Corporate Counsel, HR Manager and Executive Director of Human Resources. Ms. Paez holds a bachelor's degree from Flagler College and a law degree from the University of Florida.
 - Ms. Paez's business address is 3625 Cumberland Blvd SE, Suite 1500, Atlanta, GA 30339; P: (770) 763-4479.

EXHIBIT 9

Enclosed with this filing is a copy of Gas South, LLC's Disclosure Statement and Terms of Service as it relates to commercial end-users using less than 6,000 Mcf annually.

Natural Gas Supplier (“NGS”) Contract Summary

Natural Gas Supplier Information:
By entering into this contract, you are agreeing to purchase your gas supply from this supplier.

Gas South shall be responsible for supplying your gas; Pennsylvania NGS License # A-XXXX-XXXXXXX. Contact: (866) 426-2491, bizrelations@gassouth.com, www.gassouth.com, Mail: P.O. Box 723728, Atlanta, GA 31139-9941.

Price Structure:	Fixed Rate. Your fixed rate will continue for _____ full months beginning on the date your service is transferred to Gas South by your Natural Gas Distribution Company (“NGDC”). Upon expiration of your term, if you have not selected a new fixed rate, your service will continue under Gas South’s standard variable rate, which is based on the monthly market price of gas as well as cost of transportation and other variables, which may be higher in colder months. The standard variable rate has no ceiling and is not based on your utility’s price to compare or any other index. <u>Note:</u> Fixed rates do not change for the duration of the term. Variable rates may change monthly as described in the variable rate contract summary.
Supply Price:	Your fixed rate is \$ _____ per therm.
Statement Regarding Savings:	This plan does not guarantee savings and your rate may be higher or lower than your NGDC’s monthly rate.
Deposit Requirements:	If a deposit is required, it will not exceed the average of two monthly bills.
Incentives:	This plan does not include incentives.
Contract Start Date:	If you are a new customer, your service and rate will begin once your switch is completed by your NGDC. If you are a renewing customer, your service and rate will begin upon the expiration of your current rate or on your next meter read, whichever is later.
Contract Term/Length:	Your fixed rate will continue for the number of months listed above.
Cancellation/Early Termination Fees:	Early termination fees are equal to Termination Costs plus Termination Damages. Termination Costs are an amount equal to one month’s average invoice for each account covered under this Agreement, or if remaining term is over one year, then one prorated average monthly invoice for each account. Termination Damages are equal to the positive difference, if any, between the wholesale price of gas on the Effective Date of this Agreement and the wholesale price of gas on your termination date, multiplied by the Contract Volume. See your TOS for details.
Renewal Terms:	After the term listed above, if you have not selected a new rate, your service will continue on Gas South’s standard variable rate until you select a new rate or switch. Gas South will send you a contract expiration notice at least one full billing cycle before your rate ends.
Distribution Company Information:	You will receive a single bill from your NGDC that includes our generation supply charges as well as the NGDC’s delivery charges. Your NGDC will continue to deliver your gas and respond to emergencies. You remain responsible for paying your NGDC invoices. In case of an emergency or outage, contact your NGDC, PNGC. <u>Emergency:</u> (800) 400-4271; peoples-gas.com .

By entering this contract, you assert that (a) you are account holder or their authorized representative, (b) you authorize Gas South to verify your credit, (c) you have read and understood this entire agreement, including the Terms and Conditions (Version # _____), and (d) you agree to purchase your gas supply from Gas South.

Signature or Confirmation Number

Date

Thank you for selecting Gas South, LLC (“Gas South”) as your Natural Gas Supplier (NGS). As your NGS, we are responsible for your natural gas Commodity Charges. Commodity Charges are defined as the charges for basic gas supply service which is sold either by volume (Ccf or Mcf) or heating value (Dth), as determined by the natural gas supplier you have chosen. Your Natural Gas Distribution Company (NGDC) will continue to deliver your natural gas at delivery rates set by the Pennsylvania Public Utility Commission (PUC).

This Letter of Authorization/Disclosure Statement (LOA), along with the Natural Gas Terms of Service (TOS) document and the Locations Exhibit (Exhibit A), both attached below, describe the terms and conditions of our Agreement with you. As used in this Agreement, the terms “you” and “your” refer to the Customer or Applicant listed on Exhibit A; the terms “us,” “we,” and “our” refer to Gas South; and the term “party” can refer to either you or Gas South (“parties” if both). This Agreement is governed by the rules established by the PUC, online at www.puc.pa.gov. If you have any questions about this Agreement or your Service, or to obtain average monthly billed prices, please contact us:

Phone	Mail	Online
(866) 426-2491, Monday through Friday, 8:00 a.m. through 7:00 p.m. EST; Saturday 8:00 a.m. through 5:00 p.m. EST	P.O. Box 723728 Atlanta, GA 31139-9941	www.gassouth.com bizrelations@gassouth.com

Commodity Charge	Fixed Price of \$ _____ /ccf. Sample Charges: 15 ccf \$0.00 80 ccf \$0.00 120 ccf \$0.00
Contract Start Date	If you are a new customer, your service and Rate will begin once your switch is completed by your NGDC, on or after _____ (the Effective Date of this agreement). If you are a renewing customer, your service and Rate will begin upon the expiration of your current Rate or on your next meter read, whichever is later.
Contract Term	Your Rate will continue for _____ full months following your Contract Start Date.
Contract Expiration/Renewal	If you have a fixed duration contract approaching the expiration date, or whenever we propose to change the terms of service, you will receive two separate written notifications, the first approximately 60 to 75 days in advance and the second 45 days in advance of either the expiration date or the effective date of the proposed changes. These notifications will explain your options going forward. Following your Contract Term, if you have not selected a new Rate, your service will continue on Gas South’s standard variable rate—see your TOS for details.
Cancellation/Early Termination	Early termination fees are equal to Termination Costs plus Termination Damages. Termination Costs are an amount equal to one month’s average invoice for each account covered under this Agreement, or if remaining term is over one year, then one prorated average monthly invoice for each account. Termination Damages are equal to the positive difference, if any, between the wholesale price of gas on the Effective Date of this Agreement and the wholesale price of gas on your termination date, multiplied by the Contract Volume. See your TOS for details.
Statements Regarding Savings and Shopping	Your Commodity Charge may not always provide savings. Historical pricing is not indicative of present or future pricing. Information regarding shopping for a supplier is available at www.PaGasSwitch.com , www.oca.state.pa.us , and (800) 684-6560.
Deposit Requirements	If a deposit is required, it will not exceed the average of two monthly bills.
Incentives	Not Applicable.
NGDC Information	You will receive a single bill from your NGDC that includes our natural gas commodity charges as well as your NGDC’s delivery charges. Your NGDC will continue to read your meter, deliver your gas, and respond to emergencies. You remain responsible for paying your NGDC invoices. In case of an emergency or outage, contact your NGDC, Peoples Natural Gas. Service (800) 764-0111 Emergency (800) 400-4271 Online peoples-gas.com
Rescission Statement	You have the right to cancel this agreement at any time within three business days after receiving this disclosure using any of the contact methods listed above.

By entering into this Agreement, you assert that you (a) are the account holder or authorized representative, (b) authorize Gas South to verify your credit and obtain your usage and other utility information from your NGDC, (c) have read and understood this entire Agreement, including the Terms and Conditions (Version # _____), and (d) agree to purchase your natural gas commodity supply from Gas South.

Signature *or* Confirmation Number

Date

**GAS SOUTH, LLC – PENNSYLVANIA NATURAL GAS
COMMERCIAL SALES AGREEMENT – FIXED
LOCATION EXHIBIT (EXHIBIT A)
NGS LICENSE # A-XXXX-XXXXXXX**



Customer: _____

Phone: _____ Email: _____
Fax: _____ Contact: _____

Desired Start Date (subject to availability): ASAP

Location Name: _____ NGDC: _____

Service Request: New Service Switch Renewal
LDC Account Name: _____ Number: _____
Service Address: _____
Billing Address: _____

Location Name: _____ NGDC: _____

Service Request: New Service Switch Renewal
LDC Account Name: _____ Number: _____
Service Address: _____
Billing Address: _____

Location Name: _____ NGDC: _____

Service Request: New Service Switch Renewal
LDC Account Name: _____ Number: _____
Service Address: _____
Billing Address: _____

Location Name: _____ NGDC: _____

Service Request: New Service Switch Renewal
LDC Account Name: _____ Number: _____
Service Address: _____
Billing Address: _____

Location Name: _____ NGDC: _____

Service Request: New Service Switch Renewal
LDC Account Name: _____ Number: _____
Service Address: _____
Billing Address: _____

GAS SOUTH, LLC | PENNSYLVANIA NATURAL GAS TERMS OF SERVICE NGS LICENSE # A-XXXX-XXXXXXX



3625 Cumberland Boulevard SE, Suite 1500, Atlanta, GA 30339

Thank you for selecting Gas South as your Natural Gas Supplier (NGS). We appreciate the opportunity to serve you.

Gas South is a NGS licensed by the Pennsylvania Public Utility Commission (PUC) under license number A-XXXX-XXXXXXX. This Agreement is subject to acceptance by Gas South and your Natural Gas Distribution Company (NGDC). Your NGDC will continue to read your meter, deliver your gas, and respond to emergencies, and you remain responsible for paying your NGDC invoices.

In case of an emergency or outage, contact your NGDC:

<u>Natural Gas Distribution Company</u>	<u>Emergency</u>	<u>Customer Service</u>	<u>Online</u>
Peoples Natural Gas	(800) 400-4271	(800) 764-0111	www.peoples-gas.com

SALES, REQUIREMENTS, & TOLERANCE. This Agreement is for the purchase and sale of all of your natural gas commodity supply for the service address(es) specified in this Agreement (Service) and is conditioned upon all applicable Pennsylvania and Federal laws, NGDC and pipeline and tariffs, and the rules and orders of the PUC as amended from time to time (Applicable Authorities). You and Gas South agree that this Agreement applies until you receive written confirmation of a new plan or until your NGDC confirms that your Service has been switched or canceled. The price at which natural gas is sold under this Agreement (“Rate”) will apply to all gas consumed, as reported by your NGDC or estimated by Gas South.

STANDARD VARIABLE RATE. Following your Contract Term, if you have not selected a new Rate, your service will continue on Gas South’s Standard Variable Rate (SVR) until you select a new rate or switch. The SVR is a month to month rate that varies monthly based on wholesale market pricing, cost of transportation, and other variables, which may be higher in colder months. The SVR has no ceiling and is not based on your NGDC’s price to compare or any other index.

TITLE. Title to the natural gas will pass from Gas South to you at your NGDC’s designated city gate, which will constitute the point at which the sale occurs, and at which point your NGDC becomes responsible for delivering the gas to your meter(s) through its local distribution system.

CONTRACT VOLUME. For all purposes relating to the provision of your Service or resolving claims under this Agreement, including but not limited to estimating usage, determining deposits, locking in prices, or calculating termination fees, as applicable, Gas South shall base your Contract Volumes on either one or a combination of the following methods: (a) Historical Usage, which is defined as your previous twelve (12) months usage as reported by your NGDC; or (b) Estimated

Usage, which is defined as an estimate based on similarly situated customers’ profiles, weather forecasts, and other industry standard methods, as solely determined by Gas South; or (c) such monthly volumes established and communicated to Gas South by you prior to the month of delivery, for each location listed in the Exhibit A (each the applicable “Contract Volume”).

The Rate specified herein is based on the established Contract Volumes above. You agree to promptly notify Gas South of any changes in your business or circumstances that will materially impact your expected Contract Volume for any month. If actual usage across all locations varies from the total Contract Volumes by more than 40% over any four consecutive calendar or production month period, Gas South may propose a new Rate to address the variance. If you do not agree to the new Rate, then Gas South may (i) require you to pay Gas South’s losses (as reasonably calculated by Gas South) resulting from the variance; (ii) terminate this Agreement in accordance with the Material Breach section; or (iii) both.

After the Effective Date of this Agreement, you may add locations to your Exhibit A upon Notice to Gas South and such change will become effective as of the date of the change by your NGDC. Each additional location will increase your Contract Volume by the corresponding increase in expected usage, as of such effective date. Notwithstanding, Gas South reserves the right to (a) reject any additional location to the Exhibit A and (b) to negotiate an amended Rate to account for increased costs of the added location, if applicable.

You may delete locations from your Exhibit A upon Notice to Gas South and such change will become effective as of the date of the change by your NGDC. However, such deletion will not affect the Contract Volume under this Agreement after the time of deletion, and the 40% tolerance above still applies to such

initial Contract Volume.

LENGTH OF AGREEMENT. This Agreement will begin on the date you enter into this Agreement and continue, at a minimum, for as long as you receive Service under this Agreement or until you execute a new Agreement. If you are a new customer, your Service and Rate start date will be the date on which your NGDC switches your natural gas service to Gas South; if you are a current customer, your Service will continue and your Rate start date will be the earlier of (a) the date specified in this Agreement or (b) the day following the expiration of your existing Rate. In the event the NGDC fails or is unable to switch you on the desired date for any reason, without limitation, Gas South shall not be liable for any difference in price for the time you remain with your previous supplier.

EXPIRATION/CHANGE IN TOS. If you have a fixed duration contract approaching the expiration date, or whenever we propose to change the terms of service, you will receive two separate written notifications, the first approximately 60 to 75 days in advance and the second 45 days in advance of either the expiration date or the effective date of the proposed changes. These notifications will explain your options going forward.

RENEWAL. Your Service will automatically renew on a month to month basis at Gas South's standard variable rate unless you select a new Rate plan or cancel your Service with Gas South. Any new Rate will be confirmed in writing before it takes effect. The standard variable rate is a variable rate based upon natural gas market pricing, transportation, profit, and other market price factors, plus all applicable taxes, which may be higher or lower than your NGDC's monthly rate offering. Service under the standard variable rate may be changed or canceled at any time without penalty.

CREDIT. You may be required to provide a deposit, a letter of credit, a guaranty of payment, or some other security satisfactory to Gas South, which may be two times your average monthly bill or the maximum amount allowed by law. You authorize Gas South to obtain credit and NGDC information including, without limitation, historical and future usage, meter readings, types of service, and payment information. If you rescind your authorization, Gas South reserves the right to immediately terminate this Agreement with no further notice.

TAXES AND REGULATORY CHANGES. The Rate charged to you under this Agreement includes your estimated total state taxes and does not include the applicable state sales tax or any applicable county tax, as required by the Applicable Authorities.

You must provide us with written documentation of any claimed tax exemption prior to such exemption applying to your Service. Your natural gas Rate, in the sole discretion of Gas South, may be increased in accordance with any increase in any approved rate or tax resulting from any change to the Applicable Authorities, even under a fixed price agreement. Proof of any such increase will be provided to you upon request. If a taxing authority determines that Gas South did not collect all applicable taxes, you shall remain liable to Gas South or the Applicable Authority, as applicable, for such taxes.

BILLING AND PAYMENT. You will receive a single bill, commonly referred to as a Utility Consolidated Bill (UCB), from your NGDC, which will include Gas South's Commodity Charges as well as the NGDC's delivery charges. You will be invoiced for, and you agree to pay, by the payment due date, all outstanding balances, fees, damages, and any other costs incurred, including, without limitation, all other costs of collecting such outstanding balances. You agree to pay for any and all adjustments made by your NGDC, at the applicable Rate for the adjustment period(s), even after your Service is canceled.

BUDGET BILLING. Please contact your NGDC to learn more about the budget billing options that may be available to you.

DISPUTE PROCEDURE. Should you dispute any Gas South charge, you must first notify Gas South in writing at Gas South, Attn: Legal Department, 3625 Cumberland Blvd, Ste 1500, Atlanta, Georgia 30339 within ninety (90) days of the invoice date; if you do not raise your dispute within this time, you waive all right to do so. You shall refrain from taking legal action with regard to the disputed portion of the invoice for a period of fifteen (15) days following receipt of a timely notice of the dispute, to allow Gas South opportunity to review your concerns. An unresolved dispute may be submitted for review by the local small claims court or pursuant to the authority of the American Arbitration Association. Notwithstanding the foregoing, you have the right to contact the PUC toll-free at (800) 692-7380 at any time.

PRIVACY INFORMATION / CONFIDENTIALITY. Any information pertaining to you collected by Gas South during the course of providing Service shall be kept confidential.

ABC CUSTOMERS. Notwithstanding any provision to the contrary, if your enrollment or Agreement with Gas South was negotiated by an Aggregator, Broker, or Consultant ("ABC"), you authorize Gas South to provide your ABC sufficient usage and payment information to process the payment of any sourcing fee due to the ABC. No additional information will be provided without your express written

permission. If you rescind such authorization, Gas South reserves the right to immediately terminate this Agreement with no further notice.

CANCELLATION OF AGREEMENT. You may cancel this Agreement without penalty of any kind within three (3) business days following receipt of the written disclosure statement. You may cancel this agreement in writing, orally, or electronically by contacting Gas South. If you are a residential customer, you can terminate this agreement with notice, without penalty, as a result of your documented relocation within or outside your NGDC's service area. Otherwise, you can terminate the Agreement, with penalties as described herein, with 15 day notice. You shall remain responsible for any and all charges as contained in the Agreement.

CANCELLATION BY GAS SOUTH. Gas South reserves the right to terminate your Service, and you agree that such termination will constitute your material breach of this agreement, for the following reasons: (a) your failure to pay in full for all charges for Services rendered; (b) your failure to pay amounts due under a payment agreement; (c) your failure to pay a lawfully required deposit; (d) you are dropped from UCB; (e) you revoke your authorization for the release of historical usage or credit information as described in the CREDIT section; (f) you revoke your authorization for the release of usage and payment information as described in the CONFIDENTIALITY section. Additionally, Gas South reserves the right to terminate your Service as required by an Applicable Authority.

UCB CUSTOMERS. If you are dropped from UCB or your NGDC provides notice that you are pending a drop from UCB, Gas South will immediately terminate this Agreement without further notice, and you will be responsible for all charges and early termination fees applicable hereunder.

TERMINATION OF SERVICE. Termination of Service to you by Gas South shall be effective when your NGDC provides a final meter reading, subject to the policies and process of your NGDC as approved and governed by the PUC. You shall remain responsible for any and all volumes of gas burned through your last day of Service by Gas South. If you terminate this Agreement prior to its expiration, or cause this Agreement to terminate prior to its expiration, such termination will be deemed an early termination.

EARLY TERMINATION/MATERIAL BREACH. The following events will each be deemed a material breach of this Agreement: (a) non-payment by you which results in a termination of this Agreement; (b) failure to pay a deposit assessed under this Agreement; (c) your early termination of this Agreement; (d)

your infringement of any Gas South Intellectual Property right; (e) your insolvency, bankruptcy, or appointment of a receiver, (g) any of the reasons described in the CANCELLATION BY GAS SOUTH section which result in the termination of your Service. Once a material breach has occurred, Gas South may, in its sole discretion, (a) disconnect your natural gas Service and/or (b) terminate this Agreement. If you commit a material breach of this Agreement, you will pay all outstanding balances and all costs incurred by Gas South as a result of the breach, including early termination fees as described herein. Costs include, but are not limited to, reasonable attorney's fees and costs (including in-house legal fees), court costs, and any third party collection fees which Gas South incurs in collection of delinquent balances. Evidence of any costs claimed under this section will be provided upon request.

EARLY TERMINATION FEES, RESIDENTIAL CUSTOMERS. If you have contracted for a variable Rate, early termination fees do not apply. If you have contracted for a fixed Rate, you and Gas South agree that damages, as a result of your material breach of this Agreement, would be difficult, if not impossible, to determine; therefore, if a material breach occurs, whether in whole or in part, Gas South may, in its sole discretion, assess, and you agree to pay early termination fees determined by multiplying the remaining months under this agreement by \$15.00. Example: If you have 3 months remaining, the early termination fees would be \$45.00 (3 months x \$15.00 = \$45.00).

EARLY TERMINATION FEES, COMMERCIAL CUSTOMERS. If you take any action that causes your Service with Gas South to terminate prior to the end date of your Agreement, you agree that Gas South's damages resulting from this early termination of your Service would be difficult if not impossible to determine; therefore you agree to pay Liquidated Damages equal to the sum of Termination Costs and Termination Damages ("Early Termination Fees") as follows:

- a. **TERMINATION COSTS: VARIABLE AND FIXED RATES.** Termination Costs compensate Gas South for the costs (as opposed to losses – see "Termination Damages") of operational expenses, fees, and other transaction costs and expenses incurred to wind down, liquidate, or enter into new hedges related to the purchases and commitments made by Gas South to secure your Contract Volume and provide your Service, including basis swaps and other transportation costs which may be difficult, if not impossible, to determine on an individual customer or premise basis. You agree that Termination Costs for each terminated meter shall be equal to (i) if 12 or fewer months remain in Rate Plan term, one average monthly invoice, (ii) otherwise, for every year or

partial year remaining in the Rate Plan term, one prorated average monthly invoice.

- b. **TERMINATION DAMAGES:** Termination damages compensate Gas South for any losses of reselling the natural gas purchased or hedged to secure your Contract Volume and provide your Service, and are calculated as follows:

TERM VARIABLE RATES. During the term of any term variable Rate, Gas South waives all rights to collect any Termination Damages for early termination of this Agreement.

FIXED RATES. During the term of any fixed Rate, Termination Damages are defined by taking (1) the wholesale price of natural gas on the Effective Date of this Agreement; (2) subtracting the wholesale price of natural gas on your termination date; and (3) multiplying the difference, if positive, by the Contract Volume not used due to early termination.

COSTS. If you fail to pay the amounts due and Gas South incurs any costs related to our attempts to collect these amounts, then you agree to pay Gas South all reasonable fees and expenses that we incur in the collection process, which may include but are not limited to reasonable attorney's fees and costs (including in-house legal fees), court costs, and any third party collection fees. Evidence of any costs claimed under this section will be provided upon request.

NO WARRANTIES. Except as expressly set forth herein, Gas South makes and you receive, no warranty, express, implied, or statutory. GAS SOUTH SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. All Contract Volumes delivered by Gas South to your NGDC city gate on your behalf are comingled with gas volumes belonging to other customers, including all those NGDC customers not receiving natural gas commodity service from Gas South.

FORCE MAJEURE. Except for any obligation to make payments when due, neither Party shall be liable to the other for any delay or failure to perform caused by an occurrence of Force Majeure. Force Majeure occurrences include events outside the control of the Party claiming Force Majeure, commonly known as "acts of God," including any loss or failure of Gas South's gas supply due to Force Majeure and actions of any government authority, NGDC, or pipeline entity, which result in conditions, limitations, rules, regulations, or orders that materially impair either Party's ability to perform hereunder, or any similar cause beyond the control of the Party failing to perform. The claiming Party shall give to the other reasonably prompt and detailed notice of the occurrence of any Force Majeure relied upon.

LIMITATION OF LIABILITY. Gas South's liability in connection with this Agreement shall in no event exceed the difference between the reasonable price of replacing any undelivered natural gas and its price under this Agreement. Notwithstanding the foregoing, Gas South shall not be liable for any losses, special, incidental, indirect, consequential or punitive damages arising from (a) the NGDC's service, including, without limitation, operations and maintenance of the system, interruption of service, termination of service, and deterioration of service; (b) from building damages; and (c) a breach of this Agreement by either Party.

GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. This Agreement is subject to, and valid notice shall be deemed to have been provided for, all valid legislation and to all existing and future laws, orders, rules, and regulations of authorities having jurisdiction and NGDC tariffs on file with the PUC.

JURY WAIVER. Both parties hereby irrevocably waive all rights to trial by jury.

NO WAIVER. No waiver of any right under this Agreement shall be effective unless it is in writing and signed by an authorized representative of the Party granting such waiver, and any such waiver shall be effective only with respect to the particular event expressly referred to in such writing.

ASSIGNMENT. This Agreement shall extend to and be binding upon the respective successors and assigns of the Parties; provided, however, you may not assign this Agreement without Gas South's express prior written consent and any purported assignment without such consent shall be void. Such consent shall not be unreasonably withheld. Gas South reserves the right to assign this Agreement or delegate its duties as required by the PUC. If Gas South assigns this Agreement, you will receive notice of the assignment and these terms and conditions will remain unchanged under the assignment.

SEVERABILITY. Any provision or article rendered unenforceable by a court of law or regulatory agency with jurisdiction over the parties, or deemed unlawful because of a statutory change, will be stricken and the remainder of this Agreement will remain in full force and effect.

ENTIRE AGREEMENT AND AMENDMENTS. This Agreement constitutes the entire understanding between the Parties. No modification or amendment of this Agreement shall be binding on either Party unless in writing and signed by both Parties.

VERBAL RECORDINGS. You agree that Gas South may electronically record all telephone conversations with you and

your agents or employees without any special or further notice.
You shall obtain any necessary consent to such recording.

INFORMATION ABOUT SHOPPING. Natural Gas shopping information is available from the PUC, 400 North Street, Harrisburg, PA, (800) 692-7380, www.PAGasSwitch.com, and the Pennsylvania Office of Consumer Advocate, www.OCA.State.PA.US.