



May 31, 2024

Commission Secretary  
Public Service Commission of the District of Columbia  
1325 G Street, N.W., Suite 800  
Washington, D.C. 20005

Re: Gas South, LLC  
Natural Gas Supplier License Application

Dear Secretary,

Enclosed, please find Gas South, LLC's ("Gas South") PUBLIC VERSION of its application for consideration as a Natural Gas Supplier in the District of Columbia. Gas South's financial information under Section 14 of the application is considered confidential and proprietary and therefore is being filed under seal. The filing fee in the amount of \$400.00 will be paid via ACH/wire transfer pursuant to the Commission's filing instructions.

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

Sincerely,

/s/ Brad Nelson

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

**BEFORE THE DISTRICT OF COLUMBIA PUBLIC SERVICE COMMISSION**

Application Docket No. \_\_\_\_\_

Application of Gas South, LLC, d/b/a (“doing business as”)

\_\_\_\_\_ for approval to offer, render, furnish, or supply natural gas services as a(n) Natural Gas Supplier, [specified in item 10 below] to the public in the District of Columbia

To the District of Columbia Public Service Commission:

**BUSINESS INFORMATION**

**1. IDENTITY OF THE APPLICANT:**

a. Legal Name Gas South, LLC

Current Mailing Address: 788 Circle 75 Parkway SE  
Suite 800  
Atlanta, GA 30339

Street Address (if different): \_\_\_\_\_

Telephone Number: (877) 472-4932

Website URL: www.gassouth.com

Other States, including District of Columbia, in which the Applicant is now or has been engaged in the retail sale of natural gas and the names under which the Applicant is engaged or has been engaged in such business(es) Applicant may limit response to the last three (3) years:

Name: See Exhibit A.

Business Address: See Exhibit A.

License # State of Issuance: See Exhibit A.

Other states in which the Applicant has applied to provide retail natural gas service but has been rejected. Applicant may limit response to the last three (3) years:

State(s): None

Date of Application: Not Applicable

Attach additional sheets to the application if necessary.

b. Trade name (If Applicant will not be using a trade name, skip to question no. 2.a.):

Trade Name: \_\_\_\_\_

c. The District of Columbia and other states, in which the Applicant has provided retail natural gas service under the current Applicant name or in a different name but has voluntarily or involuntarily surrendered its license. Describe reasons for license surrender. With regard to a voluntary or involuntary license surrender in the District of Columbia only, state whether any previously outstanding assessments and/or penalties imposed by the Commission and the Office of the People's Counsel have been paid. If any previous assessments and/or penalties are unpaid, provide a date certain when those assessments and/or penalties will be paid. Applicant may limit response to the last five (5) years:

State(s): None

Date of License Surrender and Reasons for License Surrender:

Not Applicable

In the District of Columbia, Amount of Paid Assessments and Unpaid Assessments/Penalties Following License Surrender and to Whom Owed (If Applicable)

Not Applicable  
\_\_\_\_\_  
\_\_\_\_\_

Attach additional sheets to the application if necessary.

**2.a. CONTACT PERSON-REGULATORY CONTACT:**

Name and Title: Brad Nelson, Sr. Governmental Affairs Manager

Address: 5001 Celebration Pointe  
2nd Fl, Suite 220  
Gainesville, FL 32608

Telephone: ( ) (770) 763-4492

Fax: ( ) \_\_\_\_\_

E-mail: Regulatory@gassouth.com

**b. CONTACT PERSON-CUSTOMER SERVICE and CONSUMER COMPLAINTS (not required for Aggregators who do not take title and/or Brokers):**

Name and Title: Brad Nelson, Sr. Governmental Affairs Manager

Address: 5001 Celebration Pointe, 2nd Fl, Suite 220, Gainesville, FL 32608

Telephone: ( ) (770) 763-4492

Fax: ( ) \_\_\_\_\_

E-mail: Regulatory@gassouth.com

**3. RESIDENT AGENT:**

Name and Title: C T Corporation System

Address: 1015 15th Street, NW, Suite 1000, Washington, D.C. 20005

Telephone: ( ) (202) 572-3133

Fax: ( ) \_\_\_\_\_

E-mail: info@ctadvantage.com

**4. PRIMARY COMPANY OFFICIALS**

President/General Partners:

Name(s) See Exhibit B.

Business Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

CEO/Managing Partner:  
Name(s) See Exhibit B.

Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Secretary Name: See Exhibit B.

Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Treasurer Name: See Exhibit B.

Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

a. **APPLICANT'S BUSINESS FORM: (select and complete appropriate statement)**

- Proprietorship
- Corporation
- Partnership
- Limited Partnership
- Limited Liability Company
- Limited Liability Partnership
- Other \_\_\_\_\_

b. **STATE OF FORMATION: Applicant's business is formed under the laws of the State of** Georgia

- c. **STATUS: Provide a certificate issued by the state of formation certifying that the Applicant is in good standing and qualified to do business in the state of formation.** See Exhibit C.

If formed under the laws of other than the District of Columbia, provide a certificate issued by the District of Columbia Department of Consumer and Regulatory Affairs (DCRA) certifying that the applicant is registered or qualified, to do business in the District of Columbia and is currently in good standing with DCRA and with the District Department of Finance and Revenue.

- d. **OWNERSHIP:** Provide on a separate sheet the names and addresses of all persons and entities that directly or indirectly own ten percent (10%) or more of the ownership interests in the Applicant, or have the right to vote ten percent (10%) or more in the Applicant's voting securities, or who otherwise have the power to control ten percent (10%) or more of the Applicant. See Exhibit D.

**5. AFFILIATES, OR PREDECESSOR(S), ENGAGED IN THE SALE OR TRANSPORTATION/DELIVERY OF NATURAL GAS AT WHOLESALE OR RETAIL TO THE PUBLIC:** (select and complete appropriate statement) (Applicant may limit responses to the last five (5) years)

- a. The Applicant has no such Affiliate(s) or Predecessors(s).\_\_\_\_\_
- b. Applicant is an Affiliate of a regulated utility. Please provide the regulated utility's Name and the jurisdictions in which it operates:\_\_\_\_\_

Not Applicable  
\_\_\_\_\_

- c. Affiliate(s), or Predecessor(s), other than a regulated utility that provides, or provided, sale or transportation/delivery of natural gas at wholesale or retail to the public:

Name: See Exhibit A.

Business Address: See Exhibit A.

\_\_\_\_\_

\_\_\_\_\_

License #, State of Issuance: See Exhibit A.

Location of Operations (Utility Service Territory): See Exhibit A.

**Attach additional sheets to the application if necessary.**

**6. ACTIONS AGAINST LICENSEES:** Provide the following information for the Applicant, any Predecessor(s), and any unregulated Affiliate that engages in or engaged in the sale or transportation/delivery of natural gas at wholesale or retail to the public. (Applicant may limit responses to the last five (5) years).

- Identify all actions against the Licensee, Predecessor or any regulated or unregulated affiliate(s) such as Suspensions/Revocations/Limitations/ Reprimands/Fines and describe the action in an attached statement, including docket numbers, offense dates, and case numbers, if applicable. Formal Investigations (defined as those investigations formally instituted in a public forum by way of the filing of a complaint, show cause order, or similar pleading) instituted by any regulatory agency or law enforcement agency relating to the Applicant, Predecessor(s), or unregulated affiliate(s) if, as a result of the investigation, Applicant's/Predecessor's/or affiliate's license to provide service to the public was in jeopardy are also listed. The license number, state of issuance, and name of license are identified below:

**State(s):** Georgia \_\_\_\_\_

**Name(s):** See Exhibit G. \_\_\_\_\_

**License Number(s) (or other applicable identification):** See Exhibit G.

- No such action has been taken.

**7. RELIABILITY AND ENVIRONMENTAL OFFICIAL ACTIONS AGAINST APPLICANTS/AFFILIATES:** Provide the following information for Official Actions that have been taken against the Applicant, any Predecessor(s), and any unregulated Affiliate (if available to the Applicant) that engages in the retail or wholesale sale of natural gas for matters relating to environmental or reliability status for the past five years.

- Official Actions such as Suspensions/Revocations/Limitations/ Reprimands/Fines/Regulatory Investigations (state agencies, FERC, EPA, or other federal agencies) have been taken against the Applicant, any Predecessor(s) or unregulated affiliate(s), and are described in the attached statement, including docket numbers, offense dates, and case numbers, if applicable.

**State(s):** \_\_\_\_\_

**Name(s):** \_\_\_\_\_

- ☒ No such action has been taken.

### OPERATIONAL CAPABILITY

#### TECHNICAL FITNESS

8. Provide sufficient information to demonstrate technical fitness to provide the service proposed in this Application. Examples of such information which may be submitted include the following:

- ☒ A general description of Applicant's retail natural gas supply activities in the District of Columbia, if any, including other service territories in which Applicant has provided service and the time period. See Exhibit E.
- ☐ A copy of each agreement (if applicable) entered into with District of Columbia natural gas distribution companies.
- ☒ Biographies, including titles, of relevant experienced personnel in key technical positions. See Exhibit E.
- ☐ Other.

9. **SOURCE OF SUPPLY:** (Check all that apply) This is for informational purposes only. No update required.

- Not applicable. Applicant will not be supplying retail natural gas.
- Applicant owns natural gas supply.
- Applicant contracts for natural gas.
- Applicant obtains natural gas on the spot market
- Other. Applicant must attach a statement detailing its source of natural gas supply.
- Aggregator or Broker only

### SCOPE OF OPERATIONS

(Check all that apply)

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

- Natural Gas Supplier/Marketer of natural gas.

Aggregator acting on behalf of Customers to purchase natural gas and does not take title to natural gas.

Broker acting as an agent or intermediary on behalf of Customers in the sale and purchase of natural gas and who does not take title to natural gas.

Which natural gas supply related service(s) does the Applicant offer?

Billing

Other (Please specify the nature of such other services in an attached statement.)

Does Applicant intend to offer competitive billing services? Not at this time.

Is the Applicant proposing to offer any other services? Not at this time.

If so, please provide information regarding the proposed service in an attached statement.

11. **AREA OF OPERATION:** If the Applicant does not intend to offer services throughout the Washington Gas Light Company territory in the District of Columbia, Applicant must, in an attached statement, describe in detail the area within the Natural Gas Company's service territory in which Applicant's services will be offered.

Applicant intends to offer service throughout the Washington Gas Light Company territory in the District of Columbia.

Applicant intends to offer services in only a portion of Washington Gas Light Company's service territory in the District of Columbia. Please see attached statement.

12. **CUSTOMERS:** Applicant proposes to initially provide services to (check all that apply):

Residential Customers

Commercial Customers

Industrial Customers

Other (Describe in attachment) - See Exhibit H.

Also, Applicant proposes:

Restrictions upon the number of end use Customers (Describe in attachment)

- No restrictions on the number of end use Customers.
- Restrictions upon the size of end use Customers (Describe in attachment).
- No restrictions regarding the size of the end use Customers (Describe in attachment). See Exhibit H.
- Other restrictions regarding Customers (Describe in attachment).

13. **START DATE:** The Applicant proposes to begin delivering services:

- Upon approval of the Application and receipt of License.
- Other approximate date of commencement.

### **FINANCIAL INTEGRITY**

14. **REQUIRED DOCUMENTATION OF FINANCIAL INTEGRITY:**

Check that the documents listed below are attached to the Application.

The Applicant shall provide the most recent versions of the following documents to the extent they are available: See Exhibit F, filed under seal.

- ⌘ Credit reports or ratings prepared by established credit bureaus or agencies regarding the Applicant's payment and credit history.
- ⌘ Balance sheets, income statements and statements of cash flow for the two (2) most recent 12-month periods for which information is available. Audited financial statements must be provided if they exist. In addition, the Applicant shall provide any financial statements subsequent to the most recent annual financial statements.
- ⌘ In the event that a parent or other company, person or entity has undertaken to guarantee the financial integrity of the Applicant, the Applicant must submit such entity's balance sheet, income statement and statement of cash flow, together with documentation of such guarantee to insure the financial integrity of the Applicant. Audited financial statements must be provided if they exist. In addition, the Applicant shall provide any available quarterly financial statements subsequent to the most recent annual financial statements.
- If the Applicant, parent, or guarantor entity has not been in existence for at least two (2) twelve (12)-month periods, it must provide balance sheets, income

statements and statements of cash flow for the life of the business. Audited financial statements must be provided if they exist.

- ✗ Organizational structure of Applicant. Include Applicant’s parent, affiliate(s), and subsidiary(ies) if any.
- ✗ Evidence of general liability insurance.
- ✗ If the Applicant has engaged in the retail supply of natural gas services in any other jurisdiction, evidence that the Applicant is a licensed supplier in good standing in those jurisdictions.
  - A current long-term bond rating, or other senior debt rating.
- ✗ Any other evidence of financial integrity such as an unused line of bank credit or parent guarantees.

## **15. BONDING REQUIREMENTS**

### **Integrity Bond**

An Applicant who cannot provide credible evidence that it meets the financial integrity standards listed in Section 4705 of Chapter 47 of Title 15 DCMR must submit a bond on the form attached to this Application (“Integrity Bond”). The Applicant, if licensed by the Commission as a natural gas supplier, may be required to update/revise this initial Integrity Bond, by revising the initial Integrity Bond or posting an additional Integrity Bond, as set forth in Section 4705.

However, an Applicant who can provide credible evidence that it meets the financial integrity standards listed in Section 4705 will not be required to submit an Integrity Bond. (The Applicant may still be required to submit a separate Customer Payments Bond, as discussed below.)

### **Customer Payments Bond**

A separate bond on the appropriate form attached to this Application is mandatory if an Applicant requires prepayments and/or deposits from residential or small commercial Customers (“Customer Payments Bond”). Please check one of the boxes below to state whether you, the Applicant, intend to charge, collect, or hold prepayments and/or deposits, as such terms are defined in the Bonding Requirements Addendum attached to this Application:

- Applicant will not accept prepayments or deposits from residential and small commercial Customers.

- Applicant intends to accept prepayments or deposits and/or deposits from residential and small commercial Customers. Applicant must comply with Bonding Requirements Addendum governing the Customer Payment Bond.

Further details regarding the District of Columbia's bonding requirements are included in Sections 4704 and 4705 of Chapter 47 of Title 15 DCMR.

**16. NOTICE OF REQUIRED COMPLIANCE:** The Applicant is hereby notified that it is required to comply with the following:

- (a) The Applicant may be required to submit bond(s), as applicable as described in Section 15 herein.
- (b) The Applicant must update this application with the Commission immediately if any of the information provided in this Application changes or an error or inaccuracy is noted during the pendency of the Application. After an Application has been approved, a Licensee must inform the Commission of changes to all parts of the application and the averment regarding any civil, criminal, or regulatory penalties, etc. imposed on applicant, *et al.* within thirty days of the change or an error or inaccuracy is noted. A Licensee must inform the Commission of changes to the averment regarding bankruptcy proceedings instituted voluntarily or involuntarily within one business day of the institution of such proceedings.
- (c) Supplement this application in the event the Commission modifies the licensing requirements, or request further information.
- (d) Agree that it will not present itself as a licensed retail supplier of natural gas in the District of Columbia, sell or market services, accept deposits, prepayments, or contract with any end-use Customers without a license from the Commission.
- (e) Pay all fees imposed by the Commission and any applicable taxes.
- (f) Ensure that a copy of each service agreement entered into with the Washington Gas Light Company is provided to the Commission.
- (g) Attend a Natural Gas Suppliers Education Workshop sponsored by the Commission.
- (h) If certified, the Applicant shall institute a Privacy Protection Policy to protect against the unauthorized disclosure or use of information about a Customer or a Customer's use of service. A copy of that Policy shall be

made available once a year, including any updates or changes, through electronic means or a hardcopy to the Customer and posted in a prominent place on each company's website.

- (i) Abide by 15 DCMR § 308 and not disclose information about a Customer or the Customer's use of natural gas or natural gas services without the Customer's written consent.
- (j) Agrees to comply with 15 DCMR § 4702.11 Natural Gas Company and Licensee Responsibilities in the event of a default after certification, and with the District of Columbia Natural Gas Supplier Coordination Tariff.

**17. AFFIDAVITS REQUIRED.** The Applicant must supply Affidavits of Tax Compliance and General Compliance to the Commission with the completed Application. The affidavits are included with this Application packet and must be executed by the Applicant or representative with authority to bind the Applicant in compliance with District of Columbia laws.

**18. FURTHER DEVELOPMENTS:** Applicant is under a continuing obligation to amend its application if substantial changes occur in the information upon which the Commission relied in approving the original filing.

**19. FEE:** The Applicant has submitted the required fee of \$400.00.

Applicant: Gas South, LLC

By: Brad Nelson

Printed Name: Brad Nelson

Title: Sr. Governmental Affairs Manager

AFFIDAVIT OF TAX COMPLIANCE

State of Georgia :  
County of DeKalb : ss  
:

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

That he is the CEO (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 <sup>Gas South, LLC</sup> Gas South, LLC, the Applicant herein, certifies to the Public Service Commission of the District of Columbia ("Commission") that it is subject to, will pay, and in the past has paid, the full amount of District of Columbia and Federal taxes imposed by applicable statutes and ordinances, as may be amended from time to time. The Applicant acknowledges that failure to pay such taxes or otherwise comply with the taxation requirements of the District of Columbia, shall be cause for the Commission to revoke the license of the Applicant. The Applicant acknowledges that it shall provide to the Commission its jurisdictional Gross Receipts and revenues from retail sales in the District, for the previous year or as otherwise required by the Commission.

As provided by applicable Law, Applicant, by filing of this application waives confidentiality with respect to its tax information in the possession of the (appropriate taxing authority), regardless of the source of the information, and shall consent to the (appropriate taxing authority) providing that information to the Commission. The Commission shall retain such information confidentially. This does not constitute a waiver of the confidentiality of such information with respect to any party other than the Commission.

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

Signature of Affiant Kevin Greiner, CEO

Sworn and subscribed before me this 29 day of May 2024.

Signature of official administering oath

My commission expires 10/15/24.



AFFIDAVIT OF GENERAL COMPLIANCE

State of Georgia :  
County of DeKalb : SS

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

He/she is the CEO (Officer/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 certifies to the Public Service Commission of the District of Columbia ("Commission") that:

The Applicant agrees to comply with the terms and conditions of Washington Gas Light Company's tariff and agreements.

The Applicant is in compliance with and agrees to comply with all applicable Federal and District of Columbia consumer protection and environmental laws and regulations, and Commissions regulations, fees, assessments, order and requirements.

If certified, the Applicant shall institute a Privacy Protection Policy to protect against the unauthorized disclosure or use of information about a Customer or a Customer's use of service. A copy of that Policy shall be made available once a year, including any updates or changes, through electronic means or a hardcopy to the Customer and posted in a prominent place on each company's website.

The Applicant also agrees to abide by 15 DCMR § 308 and not disclose information about a Customer or a Customer's use of service without the Customer's written consent.

Applicant agrees, upon request by the Commission, to provide copies to the Commission, of its consumer forms and/or contracts, its marketing or advertising materials (flyers and solicitation scripts), consumer pamphlets and its consumer education materials.

Applicant agrees to abide by any periodic reporting requirements set by the Commission by regulation, including any required periodic reporting to the (appropriate taxing authority).

The Applicant has obtained all the licenses and permits required to operate the proposed business in the District of Columbia.

The Applicant agrees that it shall neither disclose nor resell individual residential Customer data provided to the Applicant by Washington Gas Light Company. Disclosure or resale of individual non-residential Customer data provided to the Applicant by a District of Columbia natural gas company will be governed by Customer contract.

The Applicant agrees, if the Commission approves its Application, to post an appropriate bond or other form of financial guarantee as required by the Commission and its regulations.

If the Applicant is certified, but later defaults, the licensee/Supplier agrees to comply with 15 DCMR § 4702.11, Natural Gas Company and Licensee Responsibilities in the event of a default, and with the District of Columbia Natural Gas Supplier Coordination Tariff.

The Applicant agrees, pursuant to the requirements of § 4703, to complete the Natural Gas Supplier Education Workshop sponsored by the Commission. Successful completion of the workshop by the Licensee shall be evidenced by a certificate issued by the Commission.

The Applicant, including any of its Predecessor(s) and/or affiliates that engages in or engaged in the sale or transportation/delivery of natural gas at wholesale or retail to the public, the general partners, company officials, corporate officers or directors, or limited liability company managers or officers of the Applicant, its predecessor(s) or its affiliates:

1. Has had no civil, criminal or regulatory sanctions or Penalties imposed against it within the previous five (5) years pursuant to any state or federal consumer protection law or regulations, has not been convicted of any fraud-related crime (including, but not limited to, counterfeiting and forgery, embezzlement and theft, fraud and false statements, perjury, and securities fraud) within the last five (5) years; and has not ever been convicted of a felony; or alternatively.
2. Has disclosed by attachment all such sanctions, penalties or convictions.

The Applicant further certifies that it:

1. Is not under involuntary bankruptcy/insolvency proceedings including but not limited to, the appointment of a receiver, liquidator, or trustee of the supplier, or a decree by such court adjudging the supplier bankrupt or insolvent or sequestering any substantial part of its property or a petition to declare bankruptcy as to reorganize the supplier; and

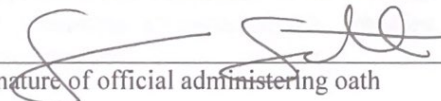
2. Has not filed a voluntary petition in bankruptcy under any provision of any Federal or state bankruptcy law, or its consent to the filing of any bankruptcy or reorganization petition against it under any similar law; or without limiting the generality of the foregoing, a supplier admits in writing its inability to pay its debt generally as they become due to consents to the appointment of a receiver, trustee or liquidator of it or of all or any part of its property.

That Applicant possesses the requisite managerial and financial fitness to provide service at retail in the District of Columbia.

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

  
\_\_\_\_\_  
Signature of Affiant

Sworn and subscribed before me this 29 day of May, 2024.

  
\_\_\_\_\_  
Signature of official administering oath

My commission expires 10/15/24.



VERIFICATION

State of Georgia :  
County of DeKalb : ss

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

He/she is the CEO (Officer/Affiant) of Gas South, LLC (Name of Applicant);

That he/she is authorized to and does make this affidavit for said corporation;

The Applicant understands that the making of a 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 all applicable Sections of the District of Columbia Code as may be amended from time to time relating to perjury and falsification in official matters.

That the Applicant will supplement this Application in the event the Public Service Commission of the District of Columbia ("Commission") modifies the licensing requirements, or requests further information.

That the Applicant agrees that it will not present itself as a licensed retail supplier of natural gas in the District of Columbia, sell or market natural gas, accept deposits, prepayments, or contract with any end-use Customers without a license from the Commission.

That the Applicant agrees to update information contained in this Application in accordance with the schedule set forth in the Application.

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

[Signature]  
Signature of Affiant

Sworn and subscribed before me this 29 day of May, 2024.

[Signature]  
Signature of official administering oath

My commission expires 10/15/24.



**APPLICANT'S GENERAL AUTHORIZATION FOR VERIFICATION OF  
FINANCIAL INFORMATION, ETC.**

**TO WHOM IT MAY CONCERN:**

I/We have applied to the District of Columbia Public Service Commission (the "Commission") for a license to be a Natural Gas Supplier, or to provide certain Natural Gas Supply related services, and authorize you to release to the Staff of the Commission and its authorized representatives and agents any information or copies of records requested concerning:

MY COMPANY OR BUSINESS AND ITS HISTORY, PERFORMANCE, OPERATIONS, CUSTOMER RELATIONS, FINANCIAL CONDITION, INCLUDING BANK ACCOUNT TRANSACTIONS AND BALANCES, PAYMENT HISTORY WITH SUPPLIERS AND OTHER CREDITORS, VERIFICATION OF NET WORTH AND OTHER INFORMATION AND RECORDS WHICH THE COMMISSION REQUIRES TO VERIFY OR MAKE INQUIRY CONCERNING MY/OUR FINANCIAL INTEGRITY AND THE INFORMATION CONTAINED IN MY/OUR LICENSE APPLICATION OR OTHER INFORMATION PROVIDED BY ME/US TO THE COMMISSION OR, STAFF OF THE COMMISSION OR ITS REPRESENTATIVES OR AGENTS.

This Authorization is continuing in nature and includes release of information following issuance of a license, for reverification, quality assurance, internal review, etc. The information is for the confidential use of the Commission and the Staff of the Commission in determining my/our financial integrity for being a licensee or to confirm information I/We have supplied and may not be released by order of the Commission or by order of a court of competent jurisdiction.

A photographic or fax copy of this authorization may be deemed to be the equivalent of the original and may be used as a duplicate original. The original signed form is maintained by the Staff of the Commission.

APPLICANT'S AUTHORIZATION TO RELEASE INFORMATION:

Kevin Greiner  
APPLICANT (please print)

  
APPLICANT'S SIGNATURE

5/29/24  
DATE

president + CEO  
TITLE

**EXHIBIT A**

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.

Infinite Energy, LLC's business address is 788 Circle 75 Parkway SE, Suite 800, Atlanta, GA 30339.

<b>Entity</b>	<b>State</b>	<b>Utility Service Territory</b>	<b>License #</b>
Gas South, LLC	Georgia	<ul style="list-style-type: none"> <li>• Atlanta Gas Light</li> </ul>	GM-31
Gas South, LLC	Florida	<ul style="list-style-type: none"> <li>• TECO Peoples Gas</li> <li>• Florida City Gas</li> <li>• Florida Public Utilities</li> <li>• Lake Apopka Natural Gas</li> <li>• Central Florida Gas</li> </ul>	N/A
Gas South, LLC	North Carolina	<ul style="list-style-type: none"> <li>• Piedmont Natural Gas</li> <li>• Public Service Company of North Carolina</li> </ul>	N/A
Gas South, LLC	South Carolina	<ul style="list-style-type: none"> <li>• Piedmont Natural Gas</li> <li>• South Carolina Electric &amp; Gas Company</li> </ul>	N/A
Gas South, LLC	Tennessee	<ul style="list-style-type: none"> <li>• Piedmont Natural Gas</li> <li>• Chattanooga Natural Gas</li> </ul>	N/A
Gas South, LLC	Texas	<ul style="list-style-type: none"> <li>• Atmos</li> <li>• CenterPoint Energy Intrastate Pipelines</li> </ul>	N/A
Gas South, LLC	Mississippi	<ul style="list-style-type: none"> <li>• Atmos</li> </ul>	N/A
Gas South, LLC	West Virginia	<ul style="list-style-type: none"> <li>• Mountaineer Gas</li> </ul>	21-0299-GP-GPC
Gas South, LLC	Kentucky	<ul style="list-style-type: none"> <li>• Columbia Gas</li> </ul>	N/A
*Gas South, LLC	Pennsylvania	<ul style="list-style-type: none"> <li>• Columbia Gas of Pennsylvania</li> <li>• National Fuel Gas Distribution</li> <li>• PECO</li> <li>• Peoples Gas</li> <li>• Philadelphia Gas Works</li> <li>• UGI Utilities</li> <li>• Valley Energy</li> </ul>	TBD
Gas South, LLC	Virginia	<ul style="list-style-type: none"> <li>• Columbia Gas of Virginia</li> <li>• Washington Gas Light Company</li> </ul>	G-60
*Gas South, LLC	Maryland	<ul style="list-style-type: none"> <li>• Baltimore Gas &amp; Electric</li> <li>• Chesapeake Utilities</li> </ul>	TBD

		<ul style="list-style-type: none"> <li>• Columbia Gas of Maryland</li> <li>• Elkton Gas</li> <li>• Washington Gas Light Company</li> </ul>	
Gas South, LLC	Alabama	<ul style="list-style-type: none"> <li>• Alabama Gas Company (Spire)</li> </ul>	N/A
Gas South, LLC	Louisiana		N/A
Infinite Energy, LLC	Ohio	<ul style="list-style-type: none"> <li>• Duke Energy Ohio</li> <li>• Columbia Gas of Ohio</li> <li>• Dominion Energy of Ohio</li> </ul>	18-672G
Infinite Energy, LLC	New Jersey	<ul style="list-style-type: none"> <li>• Public Service Electric and Gas</li> <li>• New Jersey Natural Gas</li> <li>• South Jersey Gas</li> </ul>	GSL-0076

*\*As of this filing, Gas South, LLC has filed with the Pennsylvania Public Utility Commission an application to be licensed as a Natural Gas Supplier in docket A-2024-3047602, 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 a 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 B**

Below are Gas South, LLC's primary company officials.

Kevin Greiner, President & CEO  
Gas South, LLC  
788 Circle 75 Parkway SE Ste 800  
Atlanta, GA 30339

Jamie Tiernan, CFO  
Gas South, LLC  
788 Circle 75 Parkway SE Ste 800  
Atlanta, GA 30339

Jason Dolder, CSMO  
Gas South, LLC  
788 Circle 75 Parkway SE Ste 800  
Atlanta, GA 30339

Freddy Cardozo, CSRO  
Gas South, LLC  
788 Circle 75 Parkway SE Ste 800  
Atlanta, GA 30339

David Malone, COO  
Gas South, LLC  
788 Circle 75 Parkway SE Ste 800  
Atlanta, GA 30339

Stacy Paez, CLPO  
Gas South, LLC  
788 Circle 75 Parkway SE Ste 800  
Atlanta, GA 30339

**EXHIBIT C**

Attached is Gas South, LLC's Certificate of Existence and Certificate of Organization issued by the Georgia Secretary of State Corporations Division, in addition to a Certificate of Good Standing issued by the District of Columbia's Department of Licensing and Consumer Protection Corporations Division.

**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 P 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 30<sup>th</sup> 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: <a href="http://www.georgiacorporations.org">http://www.georgiacorporations.org</a>				

**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**

**GOVERNMENT OF THE DISTRICT OF COLUMBIA**  
DEPARTMENT OF LICENSING AND CONSUMER PROTECTION  
CORPORATIONS DIVISION



**C E R T I F I C A T E**

**THIS IS TO CERTIFY** that all applicable provisions of the District of Columbia Business Organizations Code (Title 29) have been complied with and accordingly, this ***CERTIFICATE OF GOOD STANDING*** is hereby issued to

Gas South, LLC

**WE FURTHER CERTIFY** that the foreign entity is registered to do business in the District on 01/26/2024 ; that all fees, and penalties owed to the District for entity filings collected through the Mayor have been paid and Payment is reflected in the records of the Mayor; The entity's most recent biennial report required by § 29-102.11 has been delivered for filing to the Mayor; and the entry's registration has not been terminated. This office does not have any information about the entity's business practices and financial standing and this certificate shall not be construed as the entity's endorsement.

**IN TESTIMONY WHEREOF I** have hereunto set my hand and caused the seal of this office to be affixed as of 4/4/2024 3:30 PM

Business and Professional Licensing Administration



*Rebecca Janovich*

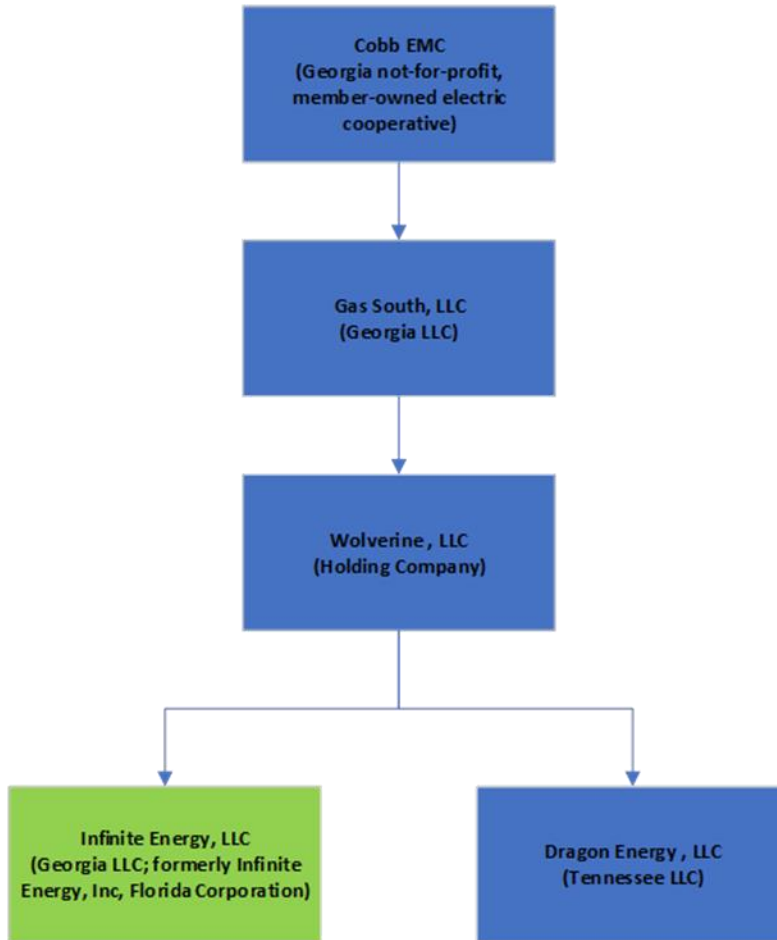
REBECCA JANOVICH  
Superintendent of Corporations,  
Corporations Division

Muriel Bowser  
Mayor

Tracking #: B3GXM3Aw

**EXHIBIT D**

Gas South, LLC is a wholly owned subsidiary of Cobb Electric Membership Corporation (“Cobb EMC”), one of the country’s largest electric cooperatives. Cobb EMC is located at 1000 EMC Pkwy NE, Marietta, GA 30060.



## **EXHIBIT E**

Founded in 2006, Gas South, LLC, 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, LLC 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.

Gas South's focus will be serving commercial, industrial, and governmental end-users in the District of Columbia 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 company listed within the 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 District of Columbia Public Service Commission rules that are applicable to NGS's in the provisions of natural gas service.

Gas South is not seeking to solicit mass market (residential) customers 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 company of that intent prior to soliciting or enrolling such customers.

Gas South, LLC officers who will be directly responsible for business operations conducted in the District of Columbia include.

**Freddy Cardozo, Chief Supply & Risk Officer**

**[Freddy.Cardozo@gassouth.com](mailto:Freddy.Cardozo@gassouth.com)**

(770) 763-4663

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.

**Jason Dolder, Chief Sales and Marketing Officer**

[Jason.Dolder@gassouth.com](mailto:Jason.Dolder@gassouth.com)

(770) 763-4470

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.

## **EXHIBIT G**

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 6<sup>th</sup>, 2023, the Court granted the Plaintiff's Motion for Preliminary Approval of a proposed settlement. The Court granted Final Approval of the Settlement on January 19, 2024.

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 H**

In addition to commercial and industrial customers, Gas South, LLC is proposing to provide natural gas services to governmental entities; the company is not seeking to serve residential class customers in this application. The company will not have any restrictions regarding the size of the end-use customer it proposes to serve. Gas South's extensive experience as a natural gas supplier is further exemplified by the fact that the company has ample capacity and storage rights on multiple interstate pipelines throughout the southeast and mid-Atlantic states, as well as agreements for storage and balancing services with numerous natural gas storage facilities along the Gulf Coast and in the southeast, capable of servicing the natural gas distribution company for which is proposes to serve behind. Further, Gas South maintains a large portfolio of counterparties that gives the company diverse access to gas supply through relationships with more than one hundred natural gas producers, marketers, and local distribution companies and end-users.

Pursuant to Section 4701.2(1) of Chapter 47 of Title 15 DCMR, included with this application are sample copies of Gas South, LLC's Terms and Conditions of Service, and invoice.



Billing Inquires: (866) 426-2491 (Toll Free),  
Hours: 8-5 EST M-F

To report a Gas Emergency:(XXX) XXX-XXXX  
[LDC] Customer Service:(XXX) XXX-XXXX

[Customer Name]  
[BillingAddress1]  
[BillingAddress2]  
[City], [State] [Zipcode]

**Public Service Commission of the District of Columbia**  
1325 G Street N.W., Suite 800  
Washington, D.C. 20005  
**Consumer Assistance**  
(202) 626-5100

Invoice Number:  
Billing Date:  
Due Date:  
Rate Plan:

Gas South Account Number:  
[LDC] Account Number:

Service Address: [Service Address 1]  
[Service Address 2]  
[City], [State] [Zipcode]

Email us at [bizrelations@gassouth.com](mailto:bizrelations@gassouth.com)

Meter Start	Meter End	Beginning Read	Ending Read	CCFs Used	Therms Used	Rate Per Therm	Gas Charges
XX/XX/XX	XX/XX/XX	XXXXXX	XXXXXX	XXX	XXXX	\$XX.XX	\$XX.XX

SUMMARY OF CHARGES	Amount
Previous Balance.....	\$XX.XX
Payment.....	\$XX.XX
Balance Forward.....	\$XX.XX
Gas Charges.....	\$XX.XX
[LDC] Meter Read Charges.....	\$XX.XX
[LDC] Pass Through Charges.....	\$XX.XX
Taxes.....	\$XX.XX
Total New Charges.....	\$XX.XX
<b>Subtotal</b>	
Deposit Due	
<b>Total Charges Due to Gas South</b>	

<b>Payment Center:</b> <b>Gas South, LLC</b> <b>PO Box 723728 Atlanta, GA</b> <b>31139-9941</b> <b>Online: <a href="http://GasSouth.com/pay">GasSouth.com/pay</a></b>	<u>LATE FEE REMINDER:</u> A LATE FEE MAY BE APPLIED TO AN UNPAID BALANCE 25 DAYS AFTER THE BILLING DATE, IN THE AMOUNT OF 1.5% OF THE UNPAID BALANCE.
	<u>RETURNED CHECKS:</u> A \$20.00 FEE IS CHARGED FOR ALL RETURNED CHECKS.

Any inquiry or complaint about this bill should be made prior to the due date, in order to avoid late charges.

Office of the People's Counsel  
655 15th Street NW  
Suite 200  
Washington, DC 20005-5701  
P: (202) 727-3071

**Full Requirements  
Natural Gas Sales Agreement**



**Service Summary**

“Enter”	“Enter”
Full Legal Entity Name (“You” or “Your”)	Agreement Effective Date
“Enter”	“Enter”
Legal Entity Type and State of Formation	Federal Tax ID #
“Enter”	“Enter”
Service Address	Nature of Your Business
“Enter”	
Mailing Address	
“Enter”	“Enter”
Billing Address	E-Mail Billing Address
“Enter”	“Enter”
Authorized Representative	Phone Number
“Enter”	“Enter”
E-Mail Address	FAX Number

Your Full Requirements Natural Gas Sales Agreement with Gas South, LLC (“Gas South”) consists of the following documents: this Service Summary, an Appendix A (if multiple locations), and the General Terms and Conditions, as each may hereafter be amended (the “Agreement”). The Agreement sets forth the rights and responsibilities of You and Gas South (collectively, “Parties” and individually, “Party”) with respect to the product(s) for which You are enrolling. Your Contract Rate will become effective upon acceptance by Gas South and Your local distribution company or pipeline (collectively, “Transporter”), and therefore Your desired start date may be adjusted accordingly if (a) acceptance occurs after Your desired start date below or (b) Your desired start date is before the effective date of this Agreement as indicated above.

By your acceptance below, You acknowledge You understand and agree to each of the following statements:

- Your desired start date is: \_\_\_\_\_
- Your Gas South Contract Rate is: \$ \_\_\_\_\_
- Your Contract Rate will continue until: \_\_\_\_\_
- Your Gas South monthly service charge is \$ \_\_\_\_\_ per service location.
- Your Transporter’s name is: \_\_\_\_\_
  - Your Transporter account number is: \_\_\_\_\_
- All of Your Transporter charges may be passed through to You without markup or billed to you directly by your Transporter, based on your Transporter’s tariff.
- You authorize Gas South to become Your natural gas provider and to act as Your agent to perform the necessary tasks to establish Your service.
- You are at least eighteen years of age and legally authorized to select or change the natural gas account, select or change price, and select or change the term for the service address(es) listed above or on Appendix A.

By Your signature below, You agree to be bound by all statements, terms and conditions contained in this Agreement.

**Legal Entity Name**

**Gas South, LLC**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Approved By*

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date Approved*

**Appendix A: List of Locations**

Location Name: \_\_\_\_\_

Type of Service Needed – Please check one:       Switch                       Renewal                       Change to TS

Transporter Account Name: \_\_\_\_\_

Transporter Account No: \_\_\_\_\_ Transporter Name: \_\_\_\_\_

Service Address: \_\_\_\_\_

Billing Address:      As Listed On Service Summary

Location Name: \_\_\_\_\_

Type of Service Needed – Please check one:       Switch                       Renewal                       Change to TS

Transporter Account Name: \_\_\_\_\_

Transporter Account No: \_\_\_\_\_ Transporter Name: \_\_\_\_\_

Service Address: \_\_\_\_\_

Billing Address:      As Listed On Service Summary

Location Name: \_\_\_\_\_

Type of Service Needed – Please check one:       Switch                       Renewal                       Change to TS

Transporter Account Name: \_\_\_\_\_

Transporter Account No: \_\_\_\_\_ Transporter Name: \_\_\_\_\_

Service Address: \_\_\_\_\_

Billing Address:      As Listed On Service Summary

Location Name: \_\_\_\_\_

Type of Service Needed – Please check one:       Switch                       Renewal                       Change to TS

Transporter Account Name: \_\_\_\_\_

Transporter Account No: \_\_\_\_\_ Transporter Name: \_\_\_\_\_

Service Address: \_\_\_\_\_

Billing Address:      As Listed On Service Summary

Location Name: \_\_\_\_\_

Type of Service Needed – Please check one:       Switch                       Renewal                       Change to TS

Transporter Account Name: \_\_\_\_\_

Transporter Account No: \_\_\_\_\_ Transporter Name: \_\_\_\_\_

Service Address: \_\_\_\_\_

Billing Address:      As Listed On Service Summary

Location Name: \_\_\_\_\_

Type of Service Needed – Please check one:       Switch                       Renewal                       Change to TS

Transporter Account Name: \_\_\_\_\_

Transporter Account No: \_\_\_\_\_ Transporter Name: \_\_\_\_\_

Service Address: \_\_\_\_\_

Billing Address:      As Listed On Service Summary

Please Initial Here: \_\_\_\_\_

## General Terms and Conditions

**REQUIREMENTS** – Gas South will sell to You, and You will purchase from Gas South, all of Your natural gas needs for the service address(es) specified in this Agreement. You have, or will have, an established natural gas account meter on Your Transporter's system which allows Gas South to coordinate with such Transporter and to directly manage Your natural gas deliveries. Unless otherwise agreed upon by the Parties, You shall not switch to an alternate energy source during the term of this Agreement. Unless otherwise specified in writing between the parties, the Contract Rate described on the Service Summary will apply to all volumes of gas consumed by You at each service location.

**CONTRACT VOLUME** – Gas South will base Your entire monthly expected gas usage for the duration of this Agreement (the "Contract Volume") on either one or a combination of the following methods: (a) Historical Usage: Your previous twelve (12) months consumption; (b) Estimated Usage: an estimate based on similarly situated customers' consumption; or (c) Nominated Usage: monthly amount of natural gas requested by You or on Your behalf.

**TOLERANCE** – You agree to promptly notify Gas South of any changes in Your business process that will materially impact Your expected Contract Volume for any month. If actual usage across all locations on Your Appendix A varies from the Contract Volume by more than 40% over any four calendar month period (the "Test Period"), Gas South may propose to amend the Agreement to provide a new Contract Rate to address the variance. If you do not agree to the new Contract Rate, then Gas South may (i) require you to pay Gas South's losses (as reasonably calculated by Gas South) during the Test Period, resulting from the variance, (ii) terminate this Agreement in accordance with the Material Breach section, or (iii) both.

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

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

**TRANSPORTER INTERRUPTION** – In the event You receive a "Curtailment Notice" or similar order from Your Transporter, whether the Transporter is a local distribution company or a pipeline, You agree to notify Gas South immediately by email at [Industrial.Accounts@GasSouth.com](mailto:Industrial.Accounts@GasSouth.com). You will be responsible for complying with any curtailment orders issued by Your Transporter and will not hold Gas South responsible for any charges levied due to Your non-compliance with such orders.

**CREDIT** – You may be required to provide a deposit, a letter of credit, a guaranty of payment from a third party, or some other security, which is satisfactory to Gas South. This Agreement allows Gas South to obtain credit and Transporter information including, but not limited to, historical and future usage, meter readings, types of service, and payment information. By signing this Agreement, You are authorizing the release of the above information to Gas South for the duration of this Agreement, and You have the right to rescind the authorization for release of the above information at any time by contacting Gas South. If You rescind Your authorization or fail to provide the security that Gas South requests within two (2) business days, Gas South reserves the right to immediately terminate this Agreement with no further notice.

**INVOICING AND PAYMENT** – Gas South will bill You each month for natural gas supply and other services, if any, to the Email Billing Address provided above, as may be updated by You from time to time. You may elect to have a third party receive Your invoices; however, You will be responsible for all payments. Gas South will calculate Your invoices based on meter readings received from Your Transporter. If no meter data is forwarded to Gas South in a billing month, Gas South may estimate Your invoice or include charges for more than one month on a subsequent invoice. Your invoices shall be due within twenty (20) days from the invoice date. Late payments or partial payment balances will be subject to the lesser of a late fee of 1.5% of the outstanding balance per month or the maximum rate allowable by law. Gas South reserves the right to include on Your invoice any charges or credits necessary to correct estimated invoices, meter read errors, miscalculations of taxes, fees, or other charges, invoice errors, and any other error or omission. You shall pay Your invoices to Gas South by either wire transfer or Automated Clearing House as provided on Your invoice. You will be billed for all outstanding balances and fees. You shall remain responsible for any collection agency fees, attorney's fees (including in-house counsel fees), court costs, and all other costs of collecting such outstanding balances.

**DISPUTE PROCEDURE** – If You dispute an invoice, You must first notify Gas South in writing at Gas South, Attn: Legal Department, 3625 Cumberland Boulevard SE, Suite 1500, Atlanta, GA 30339 or to [Legal@gassouth.com](mailto:Legal@gassouth.com) 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. After giving written notice, You may withhold payment for the disputed portion only. 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 given written notice of the dispute.

**CONDITIONAL PAYMENTS** – Any form of payment You send to Gas South for less than the full balance due that is marked "paid in full" or contains a similar notation, or that You otherwise tender in full satisfaction of a disputed amount, must be sent to the address specified in the DISPUTE PROCEDURE section. Gas South reserves all rights regarding these payments (i.e. if it is determined there is no valid dispute or if any such payment is received at any other address, we may accept that payment and You will still owe any remaining balance). Gas South may also refuse to accept any such payment by returning it to You, not cashing it or destroying it. You shall send all other payments to the appropriate payment address.

**CONTACT INFORMATION & NOTICES** – If You have any billing questions or concerns, please contact Gas South representatives at 1-866-426-2491. Any notices to be provided in writing to Gas South must be sent by U.S. mail addressed to: Gas South, LLC, 3625 Cumberland Boulevard, Suite 1500, Atlanta, GA 30339, ATTN: Commercial Account Management or to any subsequent address provided by Gas South or by email to [Legal@gassouth.com](mailto:Legal@gassouth.com). You must include Your Gas South account number on all correspondence or payments submitted to Gas South. Scheduling and operational notices, including any "Curtailment Notices" or similar orders from Your Transporter, should be sent to Gas South at [industrial.accounts@gassouth.com](mailto:industrial.accounts@gassouth.com)". Any notices sent to You may be sent either by U.S. mail or by email to the address provided by You herein. If Your address changes, You must notify Gas South of the change at 1-866-426-2491. Written notices sent by email and mail are effective when received.

**TITLE AND TAXES** – Title to the natural gas sold hereunder shall pass from Gas South to You at the Delivery Point(s). Unless otherwise indicated, the Delivery Point shall be Your Transporter's city gate or Your interconnection with Your Transporter. Except as provided herein, each Party shall indemnify and hold harmless the other from all taxes, royalties, fees, or other charges incurred with respect to natural gas to which it has title. You shall be responsible for any taxes, fees, or charges imposed simultaneously with or after transfer of title. You are responsible for the payment of any state and local taxes and government charges imposed upon Your natural gas service. You must provide Gas South any applicable tax exemption certificates related to the natural gas to be sold. The Contract Rate at which the natural gas that will be purchased by You pursuant to this Agreement may, in the sole discretion of Gas South, be increased in accordance with any increase in the Transporter tariff rates, as well as any tax, levy and cost associated with obtaining, transporting, delivering, and selling the natural gas pursuant to this Agreement. Proof of any such increase will be provided to You upon request.

**FIXING RATES DURING THE TERM OF A VARIABLE RATE** – If you are receiving service under a variable Contract Rate, You may request to fix the price of a mutually agreeable quantity of natural gas for a mutually agreeable price (up to but not exceeding the expected volume of gas that will actually be delivered during that service month). If a fixed price is agreed upon by both parties, then the agreed upon volume for that service month will be invoiced to You at the agreed upon fixed price, and all other volumes of gas actually delivered to You for that service month will be priced at the original Contract Rate pursuant to this Agreement. Should You request and Gas South agree upon more than one fixed price gas purchase transaction during any service month, then the first volumes delivered shall be from the oldest fixed price transaction, the second volume delivered shall be from the next oldest fixed price transaction, and so forth. This section will not apply during the term of any original Fixed Contract Rate.

**TERMINATION BY YOU** – You may terminate this Agreement by sending a written notice of cancellation thirty (30) days prior to the desired cancellation date to the address specified in the DISPUTE PROCEDURE section. If You terminate this Agreement prior to its expiration, such termination will be deemed an early termination and a material breach of the Agreement. You shall remain responsible for any and all volumes of gas burned through Your last day of service by Gas South.

**TERMINATION BY GAS SOUTH** – Gas South may terminate this Agreement, in whole or in part, as follows:

**DISCONNECTION OF SERVICE.** Gas South may disconnect Your natural gas service for non-payment of the balance on Your account(s), if Gas South is no longer authorized by the LDC to sell natural gas to You, or pursuant to Public Service Commission ("PSC") rules and/or your Transporter's tariff, as applicable.

**MATERIAL BREACH OF THIS AGREEMENT.** Gas South may terminate this Agreement as a result of Your material breach.

**MATERIAL BREACH** – The following events will each be deemed a material breach of this Agreement: non-payment by You which results in a termination of this Agreement; failure to pay a deposit assessed under this Agreement; reduction of Your natural gas quantity requirements to zero for a period greater than thirty (30) days; Your early

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termination of this Agreement; and Your insolvency, bankruptcy, or appointment of a receiver. Once a material breach has occurred, Gas South may, in its sole discretion, (a) convert Your price to Gas South's standard variable rate; (b) disconnect Your natural gas service; (c) terminate this Agreement; and/or (d) provide you an opportunity to cure the breach, subject to conditions determined solely by Gas South. If You commit a material breach of this Agreement, in addition to Liquidated Damages, You will pay all costs incurred by Gas South as a result of the breach. 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 on Your account.

**LIQUIDATED DAMAGES** - You and Gas South agree 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, which results in the termination of this Agreement, Gas South may, in its sole discretion, assess, and You agree to pay, in addition to payment for any gas delivered prior to the termination date of this Agreement, Liquidated Damages equal to the sum of Termination Costs and Termination Damages ("Early Termination Fees") as follows:

a. **Termination Costs:** Termination costs compensate Gas South for the costs of operational expenses, fees and commissions, and other transaction costs and expenses incurred to wind down, liquidate, adjust, or enter into new hedges related to the purchases and commitments made by Gas South to secure Your Contract Volume and provide Your Service. Termination Costs are defined as one month's average invoice for each terminated meter/Location for each year (or prorated year) remaining in the term of this Agreement, as of the termination date of this Agreement (i.e. avg. invoice amount X (months remaining in term / 12) ). The average invoice shall be based on the lesser of (i) the most recent 12 months of billed invoices or (ii) those billed invoices during all months during the term hereof, each immediately prior to the termination date.

b. **Termination Damages:** Termination damages compensate Gas South for any losses, if applicable, of reselling the natural gas purchased or hedged to secure Your Contract Volume and provide Your service. Gas South shall determine, in good faith and in a commercially reasonable manner, the amount owed by You for any Termination Damages as calculated by taking the positive difference, if any, of the Contract Value minus the Market Value.

The "Contract Value" means the Contract Volume remaining to be delivered under the remaining term of the Agreement multiplied by the Contract Rate, and "Market Value" means the Contract Volume remaining to be delivered under the remaining term of the Agreement multiplied by the market price for similar transaction(s) to that of the Agreement as determined by Gas South in a commercially reasonable manner. To ascertain the Market Value, Gas South may consider, among other valuations, any or all of the settlement prices of NYMEX Gas futures contracts, quotations from leading dealers in energy swap contracts or gas trading markets, similar sales and any other bona fide third-party offers, all adjusted for the length of the term and differences in transportation costs. Neither party shall be required to enter into a replacement transaction(s) in order to determine the Market Value. Any extension option of the term of the Agreement to which parties are not bound as of the date of termination shall not be considered in determining Contract Values and Market Values.

Such Early Termination Fees shall be included on Your next scheduled invoice. Interest on any unpaid portion of the Early Termination Fees shall accrue from the date due until the date of payment at the rate as provided in the Invoicing and Payments section herein.

**EXPIRATION AND RENEWAL**— This Agreement shall automatically renew on a month to month basis, unless cancelled by either Party upon thirty (30) days written notice prior to expiration of this Agreement. The terms of the renewed Agreement shall be the terms disclosed in this Agreement, except that the rate shall be the then effective standard variable rate plus any applicable Service Fee, unless You and Gas South agree to continue the current rate or negotiate a new rate.

**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, which may include, but shall not be limited to, acts of God, strikes, lockouts or other industrial disturbances, acts of public enemy, wars, blockades, insurrections, riots, epidemics, cyber attacks, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, civil disturbances, explosions, accidents to machinery or lines of pipe, the loss or failure of Gas South's gas supply due to Force Majeure, and actions of any government authority, or Transporter, which result in conditions, limitations, rules, or regulations that materially impair either Party's ability to perform hereunder, or any similar cause beyond the control of the Party failing to perform.

The affected Party shall give to the other party, reasonably prompt and detailed notice of the occurrence of any Force Majeure relied upon.

**NO WARRANTIES** – Except as expressly set forth herein, Gas South makes, and You receive, no warranty, express, implied, statutory, or otherwise. Gas South specifically disclaims any warranty of merchantability or fitness for a particular purpose.

**LIMITATION OF LIABILITY** – Neither Party will be liable to the other Party for any losses, special, incidental, indirect, consequential or punitive damages arising from Your Transporter's service and/or structural damages. Gas South will not be liable to You or any third party for damages of any kind resulting from a breach of this Agreement. In no event will Gas South's liability in connection with this Agreement exceed the difference between the reasonable rate of replacing any undelivered natural gas and Your rate under this Agreement.

**ASSIGNMENT** – This Agreement shall extend to and be binding upon the respective successors and assigns of the Parties; provided, however, that You may not assign this Agreement without Gas South's prior written consent and any purported assignment without such consent shall be void in Gas South's sole discretion.

**BINDING ARBITRATION** – Any controversy or claim arising out of this Agreement that cannot first be resolved between the Parties may, in Gas South's sole discretion, be settled before three qualified arbitrators: (1) one appointed by Gas South, (2) one appointed by You and (3) one to be chosen by the first two arbitrators appointed, administered by the American Arbitration Association. Any provisional or equitable remedy available from a court of law will be available from the arbitrators. The award of the arbitrators will be final and binding and may be entered into any court having jurisdiction.

**JURY WAIVER** – Both Parties hereby irrevocably waive all rights to trial by jury.

**NO WAIVER** – Any delay or failure by Gas South to exercise any right it may have under this Agreement will not operate as a waiver of any rights to thereafter enforce any or all of the terms or conditions of Your service or to exercise rights under this Agreement.

**CONFIDENTIALITY** – Any information pertaining to You collected by Gas South during the course of providing service shall be kept confidential. The existence of this Agreement and the terms contained herein are deemed to be confidential. Neither Party shall disclose directly or indirectly without the prior written consent of the other Party the terms this Agreement to a third party (other than the employees, lenders, royalty owners, counsel, accountants and other agents of the Party, or prospective purchasers of all or substantially all of a Party's assets or of any rights under this Agreement, provided such persons shall have agreed to keep such terms confidential) except for the following: (i) In order to comply with any applicable law, order, regulation, or exchange rule; (ii) in order to comply with any Sourcing Fee Agreement or similar written agreement between Gas South and Your designated agent, aggregator, broker, or consultant, granted, however, that any such information will be subject to confidentiality as described in this section; or (iii) To the extent necessary for the enforcement of this Agreement.

In the event disclosure is required by a governmental body, applicable law, or proceeding, the disclosing party may disclose such information to the extent so required, but shall use reasonable efforts to prevent or limit the disclosure of any confidential information, and shall cooperate (consistent with the disclosing party's legal obligations) with the other Party's efforts to obtain protective orders or similar restraints with respect to such disclosure at the expense of the other Party. Subject to the limitations on liability set forth herein, the Parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with this confidentiality obligation. The terms of any transaction hereunder shall be kept confidential by the Parties hereto for one year from the termination of this Agreement.

**GOVERNING LAW** – This Agreement will be governed by and construed in accordance with the laws of the State of Georgia without recourse to such state's choice of law rules. Nothing contained herein shall affect the right to serve process in any manner permitted by law. This Agreement is subject to and conditioned upon all applicable local, state and federal laws, PSC rules and regulations, and Your Transporters tariff.

**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 an authorized representative of each Party. Both Parties agree that an electronic copy shall constitute an original Agreement for all purposes.

**VERBAL RECORDINGS** – You agree that Gas South may electronically record all telephone conversations with You and your employees, agents, or representatives, without any special or further notice.