

Duke Energy Kentucky, Inc.
Customer Pooling Agreement

This Agreement shall serve jointly as an application for service with Duke Energy Kentucky, Inc. ("Company") under Tariff Rate IT, Tariff Rate FT-L as specified below, and as an amendment to the Gas Transportation Agreement, Duke Energy Kentucky, Inc. Rate IT, currently in effect between Customer and Company. All terms and conditions contained in the Gas Transportation Agreement shall remain in effect unless otherwise specified below.

Customer Name: _____ **Customer Account #:** _____
Service Address: _____
Contact Person: _____ **Phone #:** _____ **Fax #:** _____
Email: _____ **Effective Start Date:** _____

Interruptible Monthly Balancing Pool – Rate IMBS (Please enter "X" for choice of pool balancing option)

Participation in a pool includes a general daily balancing obligation and charges based on the carry-over tolerance level selected below.

All Pools	8% monthly carry-over May through November 10% monthly carry-over December through April	Throughput charge per currently effective Rate IMBS Tariff Sheet No. 58
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Customer and Pool Operator hereby agree that the account identified herein shall be included for supply management purposes within the Pool Operator's management pool (use separate form for each account).

Pool Operator: _____ **Tariff Rate** (circle all that apply): IT FT-L

For FT-L Service: Contract Demand (Mcf/day): _____

The Contract Demand specified above amends the Gas Transportation Agreement designating the volume of gas which Customer may use each gas day in the event of an operational curtailment. Contract Demand is firm service use and will be billed in accordance with Company's Tariff Rate IT or Tariff Rate FT-L. Transportation service shall continue for a minimum initial term of twelve months. Refer to Tariff Rate IT, Tariff Rate FT-L, and Tariff Rate IMBS for additional provisions, including, but not limited to, limitations on movement between rate schedules and applicable riders and taxes.

Customer and Pool Operator acknowledge that under normal operating conditions membership in a pool shall not obligate Customer's individual account(s) to balancing requirements beyond those that Customer specifically agrees to with Pool Operator. However, during periods of operational curtailment, Customer's failure to respond to curtailment orders will result in Company directly charging Customer for unauthorized usage and/or disconnection of service by Company and other provisions as specified in Customer's Gas Transportation Agreement and applicable tariffs. Customer and Pool Operator understand and agree that all other supply management responsibility shall rest with Pool Operator in accordance with Tariff Rate IMBS. If Customer changes its choice of Pool Operator, Customer is responsible for providing notification of change to former Pool Operator.

Customer

Print Name

Signature

Title

Email Address

Date

Pool Operator

Print Name

Signature

Title

Email Address

Date

Duke Energy Kentucky, Inc.

Nisha Prasad

Print Name

Signature

Manager, Citygate Operations

Title

Nisha.Prasad@duke-energy.com

Email Address

Date

Please email to: GasCommercialOperations@duke-energy.com This Agreement must be received no later than the 20th day of the month preceding the Effective Start Date listed above.

For internal use only

Date Received: _____ - _____ - _____
MM DD YY

Form effective date: October, 2023

Duke Energy Kentucky, Inc. Representative