

GAS SOUTH, LLC

Terms and Conditions of Service and Disclosure Statement

These Terms and Conditions of Service, together with the Disclosure Statement and confirmation notice, represent a complete statement of the agreement between Gas South, LLC ("Gas South") and you, the customer. Gas South's plans may vary by pricing, length of commitment, and promotional incentives. Gas South's plans include the prices and charges that a customer pays for the natural gas commodity Gas South sells. The Georgia Public Service Commission ("GPSC") separately regulates distribution charges for the delivery of natural gas to the customer by Atlanta Gas Light Company ("AGL"). The Federal Energy Regulatory Commission regulates interstate transportation prices and services. These Terms and Conditions shall apply where appropriate to both customers who receive natural gas for personal, family or household purposes ("residential customers") and non-residential customers (commercial customers") otherwise to one or the other class of customers as indicated herein.

Special Notice of Customer Rights: For Residential Customers: These "Terms and Conditions of Service" are subject to the Natural Gas Consumers Relief Act as implemented by the GPSC and other laws and regulations applicable to natural gas marketers certificated by the GPSC. Gas South will only apply these terms in a fashion consistent with those laws and regulations, including limitations on customer fees and deposits and provisions for the return of deposits. In addition, customers may utilize Gas South's dispute resolution process required by the GPSC pursuant to its implementation of the Natural Gas Consumers Relief Act.

Basic Service Pricing: Under a fixed rate contract, Gas South will charge you a rate per therm for natural gas commodity service that will not change for the term of your contract. Under a variable rate contract, Gas South will charge you a rate per therm for natural gas commodity service that may change monthly based on market conditions. Pricing plans may vary with such factors as your credit and incentive packages that Gas South offers. AGL pass through charges, a Gas South monthly customer service fee, and state and local taxes will be charged in addition to your rate per therm. Rates and customer service fees may also change when your fixed rate plan expires, as stated in the applicable notice. Gas South will not assess new or additional customer service fees or other charges or fees without providing you advanced written notice of those charges or additions at least twenty-five (25) days prior to implementation of the charge or fee.

Payment: Payment in full is due on or before the due date shown on your bill. For your convenience, we offer multiple options to submit payments: online, by phone, in person, by mail or via AutoPay using your bank account, a debit card or a credit card. Visit gas-south.com/pay for further details. Gas South reserves the right to add, change or terminate payment options at any time.

Below are the payment options:

- Auto-Pay: Have your account balance paid automatically on your due date using your bank account, credit card or debit card.
- Online Payment: Pay your gas bill online at www.gas-south.com/pay.
- Pay by Phone: Pay your gas bill by phone via an automated payment service. You may use your checking account, debit card or credit card. A processing fee may be assessed for each transaction. Visit www.gas-south.com/pay for additional information.
- Payment locations: Visit www.gas-south.com/pay or call 1-866-762-6427 for walk-in payment locations. These centers accept cash or money order payments for Gas South bills and may charge a processing fee.
- Mail: Payments can be made by check or money order. Please allow five (5) days for mail delivery of payment.

Change of Address: When you enroll to purchase natural gas from Gas South, you are agreeing to purchase gas from Gas South for a particular location. If you move to another location, you will need to enroll separately for the new location.

Length of Commitment: The length of your commitment to purchase gas and any subsequent rate plan options you may have vary depending on the plan you select. The Disclosure Statement and confirmation notice, included as a part of these Terms and Conditions, detail the terms of your plan, including your rate per therm and length of service. Your purchases from Gas South will begin on the meter reading date determined by AGL.

(a) If you are turning on natural gas service for the first time in a new location or after a seasonal (or other) disconnection, your agreement with Gas South becomes effective on the date when service is turned on by AGL.

(b) If you are switching to Gas South from another marketer in Georgia, and if you sign up by the 18th day of a given month, your switch will typically become effective on the 1st day of the next month. If you enroll after the 18th day of the month, your switch may not become effective until the following month (example: sign up March 21st, your switch typically will become effective May 1st). Gas South relies on AGL to process turn on and switch requests. Delays can occur.

Right to Cancel: You will have the right to cancel gas purchases from Gas South at any time. To cancel your service with Gas South, call 678-504-2820 (Metro Atlanta) or 1-866-762-6427 (Toll Free). Gas South may charge you an early cancellation fee depending on the plan in which you are enrolled. Gas South will not charge a cancellation fee if you qualify as a low-income residential customer seeking service for the first time from the regulated provider, if you terminate service to relocate to another residence and do not change marketers, or if you are relocating outside the AGL territory or to a home without natural gas service.

Changes to Terms and Conditions: Gas South may change the plans and terms and conditions of its sales to you. If you are on a fixed term agreement with Gas South and the expiration date of such agreement is approaching or whenever Gas South proposes to change its terms of service under any type of agreement, Gas South will provide you written notice of changes before they are effective. The notice will describe the changes in the Terms and Conditions and explain your options in response to the changes. If changes in law or GPSC orders and rules require a change in the way Gas South sells gas to you, Gas South will make the required change, and Gas South will continue to sell gas to you under the plan in which you are enrolled. If Gas South initiates a change in your plan, you will have the option of changing your marketer and we will inform you of that option when it applies. In the event that we properly disconnect your service for non-payment, your contract with Gas South for the service terminated may be void. Restoration of service to you may require a new contract which may or may not contain the same terms.

Limitation of Warranty: Gas South is selling you a commodity that is produced, stored and transported by other businesses. Gas South makes no representations or warranties other than those expressly stated in these Terms and Conditions. Gas South expressly disclaims all other warranties, express or implied, including merchantability and fitness for a particular purpose. The natural gas that Gas South markets will meet applicable industry quality standards. Gas South is not responsible for the delivery of gas to your premises. Gas South is undertaking no obligations, responsibilities or liabilities upon and after delivery of the natural gas to AGL at the delivery point. Gas South is not responsible for your use of the natural gas. Gas South exercises no independent control over AGL's facilities necessary for delivery of the natural gas, and Gas South undertakes no responsibility or liability for the operations of AGL or for interruptions, termination or deterioration of its delivery or other services due to actions by AGL or others. Gas South undertakes no responsibility for other pipeline or storage operations or resulting interruption of upstream transportation that is scheduled as firm that prevents the delivery of natural gas to the delivery point.

Governing Law: Gas South's sales to you will be governed by the laws of the State of Georgia, including the laws applying to the sale of goods and the applicable provisions of the Uniform Commercial Code as adopted by the State of Georgia.

Contact Information: Gas South representatives can be contacted at 678-504-2820 (Metro Atlanta) or 1-866-762-6427 (Toll-Free) Monday – Friday 7a.m. – 8 p.m., Saturdays 8a.m. – 5 p.m. You can also contact us via mail at Gas South P.O. Box 723728, Atlanta, Georgia 31139, or at customerservice@gas-south.com.

To report a gas leak or other emergency, contact Atlanta Gas Light Company: 770-907-4231 (within metro Atlanta) or 1-877-427-4321 (Toll Free)

You may also contact the Georgia Public Service Commission (GPSC) at 404-656-4501 (Metro Atlanta), 1-800-282-5813 (Toll Free) or 404-656-2341 (Fax). You may also contact them via mail at Consumer Affairs, Georgia Public Service Commission, 244 Washington Street, Atlanta Georgia 30334 or at gapscc@psc.state.ga.us.

Billing Disputes: If you think your bill is incorrect, Gas South recommends that you contact us within thirty (30) days of the date of the bill in dispute. You will not be responsible for paying the “disputed portion” of the bill during the investigation period but will be responsible for timely payment of charges not in dispute. The disputed portion of the bill will not incur any late fees or be subject to collection procedures during the investigation. If you receive bills that undercharge or fail to charge for legitimate services, you will be given ninety (90) days, or a greater period of time, if reasonable, and confirmed in writing by Gas South to pay the correct amount and no late charge or interest will be charged on the corrected amount during said period.

Gas South will use good faith efforts to resolve any customer disputes in a timely manner. Gas South will contact you with the resolution of your dispute within 30 days of receipt of dispute. If you are still dissatisfied, you may contact the GPSC at 1-800-282-5813.

Privacy Policy: During the operation of Gas South business, we collect and use information about our customers, your gas usage and that of other customers, and other relevant information. Gas South obtains and uses information about customers from third parties, including, but not limited to credit reporting agencies, to better enable its business operation. Gas South may disclose such information to its affiliates, or contractors operating on the behalf of Gas South for the purposes of (1) developing or offering new or enhanced products and services or (2) administering and/or collecting on customer accounts. Gas South may disclose such information to parties in connection with proposed business transactions, to credit agencies, or to duly authorized agencies investigating potential hazardous or illegal activity. By providing Gas South with a contact phone number, you expressly agree that Gas South may call or text you at that number with important service notifications related to your account, including collections. These calls or text messages may be made using an automatic dialing system or pre-recorded voice message. You may opt out of receiving autodialed or pre-recorded calls or text messages on your cellular telephone by notifying Gas South by email at optout@gas-south.com or in writing at Gas South LLC, PO Box 723728, Atlanta, Georgia 31139 with the subject “Gas South: Cell Phone Opt-Out”. Even if you opt out, we will still continue to communicate with you by other means. Your opt-out will not apply to notices of disconnections, and other communication that may impact your health and safety or the health and safety of others. By enrolling to purchase natural gas from Gas South, you agree that you will maintain up-to-date contact information with Gas South, including your current primary and alternate phone numbers, and that you will notify Gas South immediately of any changes to your phone number(s), email address, or billing address.

Assignment: You will not have the right to transfer your right to purchase gas, from Gas South, to another party at your enrolled location. These terms and conditions, your disclosure statement, and your confirmation notice constitute our complete agreement and can be assigned by Gas South without your consent.

Disclosure Statement

This Disclosure Statement provides important information about your service with Gas South. This Disclosure Statement should be read in conjunction with the "Terms and Conditions of Service" and your confirmation notice for a complete statement of the agreement between Gas South and you, the customer.

Your confirmation notice highlights your rate plan, terms of service and cancellation fees.

Length of Service: Your service will begin on the date determined by AGL. Your particular term start and end dates are shown in your confirmation notice.

Fixed Rate Contract: Under a fixed rate contract, Gas South will charge you a rate per therm for natural gas commodity service that will not change for the term of your contract.

For residential customers, your fixed rate does not include AGL pass through charges, a Gas South monthly customer service fee, or state and local taxes, which will be charged separately. At the end of your fixed rate contract, the customer service fee may change based on payment history, age (senior qualification) or other appropriate considerations, and in such case, we will inform you before the change goes into effect.

For commercial customers, your fixed rate does not include AGL pass through charges, meter read fee, and a Gas South monthly customer service fee, and state and local taxes which will be charged separately. Depending on the rate plan you have selected, your interstate pipeline capacity charges will either be included in your rate per therm or will be charged as a separate line item on your bill. Please refer to the Confirmation Notice as a reminder of the plan you have chosen. At the end of your fixed rate contract, the customer service fee may change based on payment history, or other appropriate considerations, and in such case, we will inform you before the change goes into effect.

Variable Rate Contract: Under a variable rate contract, Gas South will charge you a rate per therm for natural gas commodity service that varies monthly based on market conditions. You can verify the current month's rate at www.gas-south.com or by calling 678-504-2820 (Metro Atlanta) or 1-866-762-6427 (Toll Free). This rate does not include AGL pass through charges, a Gas South monthly customer service fee, or state and local taxes, which will be charged separately. You can switch to a fixed rate contract at any time by calling 678-504-2827 (Metro Atlanta) or 1-866-762-6427 (Toll Free). If you choose to switch to a fixed rate contract, new Terms and Conditions may apply.

For residential customers, Gas South may change its customer service fees based on payment history, age (senior qualification) or other appropriate considerations, and in such case, we will inform you at least twenty-five (25) days before the change goes into effect.

For commercial customers, depending on the rate plan you have selected, your interstate pipeline capacity charges will either be included in your rate per therm or will be charged as a separate line item on your bill. Please refer to the Confirmation Notice as a reminder of the plan you have chosen. You can switch to a fixed rate contract at any time by contacting Gas South. Gas South may change its customer service fees based on payment history, or other appropriate considerations, and in such case, we will inform you at least twenty-five (25) days before the change goes into effect.

Billing and Payment: You will be billed based on your meter reading schedule set by AGL. The number of days between the bill date and the due date may vary; however, you have at least twenty (20) days from the date Gas South mails or posts the bill electronically to pay. Your bill will include all applicable federal, state and local taxes and charges. Your bill may also include adjustments related to previous billing errors, meter read errors, miscalculation of taxes or other errors or omissions as current laws and regulations permit. Cancelling your contract early will not affect the charges imposed by AGL.

For residential customers, your bill may contain AGL pass through charges, gas charges and a Gas South customer service fee. If you are turning on natural gas service for the first time in a new location or after a disconnection, you may also be charged a fee of no more than \$35, in addition to any charges assessed by AGL.

For commercial customers, your bill may contain AGL pass through charges, gas charges and a Gas South customer service fee. If you are turning on natural gas service for the first time in a new location or after a disconnection, you may also be charged a turn on fee of no more than \$75, in addition to any charges assessed by AGL. If you are a tax-exempt entity, you will be responsible for providing the necessary exemption certificate. Tax exemption begins on the billing cycle after receipt of the necessary exemption certificate.

Gas South will post payments to your account in a timely manner. Gas South will retain any refunds owed to natural gas customers in an amount less than \$2. Gas South will likewise not pursue collection of account balances less than \$2.

Summary Billing: This option may be available for commercial customers for an initial set-up fee of no more than \$25 and a monthly maintenance fee of no more than \$10.

Additional Fees: If your payment is late, and any past-due amount is greater than \$30, Gas South has the right to charge a late fee in the amount of \$10 or 1.5 percent of the past due amount, whichever is greater. Pursuant to Georgia law, should you issue a payment to Gas South which is dishonored by your financial institution, you will be notified to pay the full amount, plus a service charge of \$30 or 5 percent of the face amount of the dishonored payment, whichever is greater, plus any fees charged to Gas South by your bank or financial institution as a result of your payment not being honored. At Gas South's discretion, we may assess this charge the first time your payment is not accepted, even if it is honored upon resolution. Unless the total amount of the foregoing is paid in full within a ten-day period, Gas South will be entitled to file a civil suit pursuant to Georgia law against you for two times the amount of the payment, but in no case more than \$500, in addition to the payment of the dishonored amount, plus any court costs incurred by Gas South in taking the action.

Budget Billing: Customers with no past due balance can request a consistent bill amount for a specified length of time with the budget billing payment plan. Your monthly budget payment will be based on your projected consumption and current and future gas prices for the specified term. For fixed rate customers, the monthly budget payment will be recalculated at the end of the specified term. Customers on a variable rate will have their budget payment amount recalculated every twelve (12) months. If you remain on budget billing, a credit or debit balance at the end of the budget period will be rolled over into the next budget monthly payment amount calculations. Gas South reserves the right to recalculate your monthly budget payment before the anniversary period if it appears that current estimated payments are significantly under or over your actual charges. Your budget billing payment plan will be canceled if your budget amount is not paid on time. If your plan is canceled, any existing budget account balance will be applied to your account and included on your next bill. Outstanding balances must be paid before being re-enrolled on a budget billing payment plan. A new amount may apply at the time of re-enrollment.

Payment Arrangements: Customers are entitled to one reasonable payment arrangement prior to disconnection, and must contact Gas South to establish the terms. Gas South will confirm agreed upon terms in writing. Gas South accepts payments from the Low Income Home Energy Assistance Program ("LIHEAP").

Contact the Department of Human Resources for information regarding heating assistance programs:

Department of Human Resources
Community Services Section
Division of Family and Children Services
Two Peachtree Street, N.W. Suite 19-268
Atlanta, Georgia 30303-3180
Phone: 404-657-3426

Website: <http://www.dhr.georgia.gov/>
Public Inquiries: 678-504-2820 (Metro Atlanta) or 1-877-423-4746 (Toll Free)

Right of Rescission: A consumer shall have a three day right of rescission following receipt of this Disclosure at the time of initiating service or when informed of a change in terms or conditions. You, the consumer, may cancel in writing or electronically by contacting Gas South.

Notice of Expiration or Changes: If you have a fixed term contract with us and it is approaching the expiration date, or whenever we propose to change our terms of service in any type of agreement, you will receive written notification from us prior to the date of expiration of or change to the agreement. We will explain your options to you in this advance notification.

Credit Policy: For residential customers, as part of your application for service, Gas South may require your consent to obtain a consumer credit score. Your credit score, your payment history, or information you provide may influence your rate per therm, your monthly customer service fee, your eligibility for certain rate plans, and any deposit requirements. Your payment history or additional information such as another utility service bill (electricity, telephone, or gas) may also be required as a condition of service. If Gas South declines to serve you, or offers you terms of service other than our best offer, Gas South will send you a notice in writing explaining the reason for the decision.

For commercial customers, Gas South typically performs a credit check on all customers enrolling for service. Your credit score may influence your rate per therm, monthly customer service fee and deposit requirements.

Deposits: For residential customers, Gas South may require a deposit for service depending on your credit score and payment history if you primarily use gas for personal, family, or household purposes. Deposits shall not exceed \$150 for a residential customer.

For commercial customers, Gas South may require a deposit for service depending on your credit score and payment history. Deposits shall not exceed twenty (20) percent of your annual estimated bill if you are a non-residential firm retail customer who meets the definition under Commission Rule 515-7-9-.01(l).

If a deposit is required from you and you have paid your Gas South bills on time as indicated on your monthly billing statement for a period of six (6) months or if you terminate the account, whichever comes first, Gas South will refund the deposit to you within sixty (60) days. Deposits will not be refunded if you have an outstanding balance or an overdue balance exceeding the amount of the deposit. If the outstanding or overdue balance is less than the deposit, Gas South will refund the difference.



Cancellation Fee: Fixed rate contracts may be subject to an early cancellation fee. Gas South does not charge a cancellation fee for variable rate contracts. For residential customers, Gas South will not charge a cancellation fee if you qualify as a low-income residential customer seeking service for the first time from the regulated provider, if you terminate service to relocate to another residence and do not change marketers, or if you are relocating outside the Atlanta Gas Light territory or to home without natural gas service.

Switching Fee: You have the right to switch once a year without incurring AGL's switching charge of \$7.50 per switch. Additional switching charges assessed by AGL may be passed on to you, the customer.

Estimated Bills: Gas South may send estimated bills when the actual meter readings are not available. Estimated bills will be limited to no more than two (2) consecutive months.

Late Payment, Nonpayment, Disconnection and Collection: Your gas service will be subject to disconnection if a bill for service is not paid within at least forty-five (45) days after the date of the bill. Gas South will deliver a written notice of the proposed disconnection at least fifteen (15) days prior to the date of disconnection. Before service is disconnected, Gas South will offer at least one (1) reasonable payment arrangement in writing. Gas service will not be disconnected by Gas South if it is not your current marketer. Gas service will not be disconnected by Gas South for nonpayment of a bill that was not sent to you in a timely manner or for any portions of a bill resulting from a billing dispute. At least two (2) days prior to the proposed disconnection, Gas South will make a good-faith effort to contact you. Ten (10) days after your service is disconnected, your account may be sent to a third-party collection agency for further action. If you ask to have your service reconnected, Gas South will require you to provide payment for any outstanding balances for service provided, and you may be charged an applicable reconnection fee of no more than \$35, in addition to any charges assessed by AGL. If there are previous returned payments, you will be required to pay the applicable fees by either cash or credit card. A deposit of no more than \$150 for residential customers and twenty (20) percent of the annual estimated bill for non-residential firm retail customers who meet the definition under Commission Rule 515-7-9-.01(l) may be required for reconnection if Gas South determines that it is warranted. In addition, at time of reconnection you may be subject to modified Terms and Conditions of service which will be communicated to you at that time.

Customer Choice: Gas South will not prevent you from obtaining distribution and commodity sales service from another marketer or provider.

Binding Arbitration

Purpose

If you have a Dispute (as defined below) with Gas South that cannot be resolved informally, you and Gas South must arbitrate that Dispute in accordance with the terms of this section (the "Arbitration Provision") instead of litigating the Dispute in court, except for small claims as provided below. Arbitration means that you will have a fair hearing before a neutral, independent arbitrator instead of in a court by a judge or jury. The decision of the arbitrator will be final and binding. Nothing in this Arbitration Provision affects your right to file a complaint with the GPSC regarding Gas South's service or charges.

BY ACCEPTING SERVICE FROM GAS SOUTH, YOU HAVE AGREED TO RESOLVE ALL DISPUTES (EXCEPT FOR THE GPSC AND SMALL CLAIMS AS PROVIDED BELOW) THROUGH BINDING ARBITRATION BY THE AMERICAN ARBITRATION ASSOCIATION AND YOU HAVE WAIVED THE RIGHT TO FILE AN ACTION IN COURT.

Definitions

As used in this Arbitration Provision, the term "Dispute" means any dispute, claim, or controversy between you and Gas South regarding any aspect of your relationship with Gas South, including gas service provided by Gas South, that has arisen or that may arise in the future, whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, negligence, or any other intentional tort), or any other legal or equitable theory. The term "Dispute" also includes any dispute regarding whether a particular controversy is subject to arbitration, including any claim as to the enforceability of this Arbitration Provision. "Dispute" is to be given the broadest possible meaning that will be enforced. As used in this Arbitration Provision, "Gas South" means Gas South, LLC and its officers, directors, employees, members, affiliates and agents and any other party that you may contend is jointly or severally liable with any of the foregoing parties.

Informal Dispute Resolution

Most customer concerns can be resolved quickly and informally. If you have a complaint or a Dispute with Gas South, please contact us. Representatives can be contacted at 678-504-2820 (Metro Atlanta) or 1-866-762-6427 (Toll-Free) Monday – Friday 7a.m. – 8 p.m., Saturdays 8a.m. – 5 p.m. You can also contact us via mail at Gas South P.O. Box 723728, Atlanta, Georgia 31139 or at customerservice@gas-south.com. Please provide your service address and Gas South account number. If you are unable to resolve the issue to your satisfaction, you may also contact the GPSC.

In the unlikely event that Gas South or the GPSC is unable to resolve a complaint or Dispute to your satisfaction (or if Gas South has not been able to resolve a Dispute it has with you after attempting to do so informally), we each agree to resolve all Disputes through binding arbitration by the American Arbitration Association ("AAA") or, if it is a claim for \$15,000 or less, in Magistrate Court. Any arbitration or Magistrate Court action will be on an individual basis only; class arbitrations and class actions are not permitted.

Initiation of Arbitration Proceeding/Selection of Arbitrator

- (a) **Notice of Dispute:** A party who intends to seek arbitration (whether they have tried to resolve the Dispute informally or not) must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to Gas South should be addressed to: Gas South c/o Rainey & Phillips, 358 Roswell Street, Suite 1130, Marietta GA 30060, ("Notice Address"). The Notice must (a) describe the nature and basis of the claim or Dispute; and (b) set forth the specific relief sought ("Demand"). If Gas South and you do not reach an agreement to resolve the Dispute within 30 days after the Notice is received, you or Gas South may commence an arbitration proceeding. For commercial customers, the arbitration will be governed by the AAA Commercial Arbitration Rules, except as modified by these T&Cs. For residential customers the arbitration will be governed by the AAA Consumer Arbitration Rules, except as modified by these T&Cs. During the arbitration, the amount of any settlement offer made by Gas South or by you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or Gas South is entitled. The Notice form is available on Gas South's website (gas-south.com) or by calling 678-504-2820 (Metro Atlanta) or 1-866-762-6427 (Toll Free).
- (b) **Commencement of Arbitration:** You may initiate arbitration by filing a Claim Form with the AAA and by sending a copy of the Claim Form to Gas South c/o Rainey & Phillips, 358 Roswell Street, Suite 1130, Marietta GA 30060. The form is available on the AAA website (www.adr.org), on Gas South website (gas-south.com) or by calling 770-850-6200 (inside metro Atlanta) or 1-877-850-6200 (outside metro Atlanta). You can complete the Claim Form on the AAA website or you can mail the Claim Form to AAA Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, New Jersey 08403, with a copy to Gas South. You do not need to send payment to the AAA. Upon receipt of the Claim Form, Gas South will pay the required Arbitration filing fee.

Arbitration Procedures

The Federal Arbitration Act ("FAA"), not state arbitration law, will govern the arbitrability of all Disputes. However, applicable federal law or Georgia law may apply to and govern the substance of any Disputes. Any state statutes pertaining to arbitration shall not be applicable under this Arbitration Provision. If there is a conflict between this Arbitration Provision and the applicable AAA rules, this Arbitration Provision shall govern. If the AAA will not enforce this Arbitration Provision as written, it cannot serve as the arbitration organization to resolve your dispute with Gas South. If this situation arises, the parties shall agree on a substitute arbitration organization. If the parties are unable to agree, the parties shall mutually petition a court of appropriate jurisdiction to appoint an arbitration organization that will enforce this Arbitration Provision as written. Gas South will bear the costs and attorneys' fees associated with such a petition. If there is a conflict between this Arbitration Provision and the rest of these T&Cs, this Arbitration Provision shall govern.

A single arbitrator chosen by the AAA will resolve the Dispute. You should know that participating in arbitration may result in limited discovery. The arbitrator will honor claims of privilege recognized by law and will take reasonable steps to protect customer account information and other confidential or proprietary information. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party. An award rendered by the arbitrator may be entered in any court having jurisdiction over the parties for purposes of enforcement.

Waiver of Class Actions

ALL PARTIES TO THE ARBITRATION MUST BE INDIVIDUALLY NAMED. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR LITIGATED ON A CLASS ACTION OR CONSOLIDATED BASIS OR ON ANY BASIS INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC (SUCH AS A PRIVATE ATTORNEY GENERAL), OTHER RECIPIENTS OF GAS SERVICES FROM GAS SOUTH, OR OTHER PERSONS SIMILARLY SITUATED. YOU ALSO AGREE NOT TO PARTICIPATE AS A CLASS MEMBER IN ANY SUCH PROCEEDING.

Location of Arbitration

Residential customers: If the amount of the claim is \$25,000 or less you may choose whether the arbitration takes place in person, by telephone or on written submissions. If the amount of the claim is more than \$25,000 the type of hearing shall be determined by the AAA rules. If an in-person hearing is to be held and the parties do not agree on the location, then the hearing will take place in the county where you are billed.

Commercial Customers: The applicable procedures, including the location of a hearing, if needed, shall be determined by the Commercial Arbitration Rules.



Payment of Arbitration Fees and Costs

GAS SOUTH WILL PAY ALL ARBITRATION FILING FEES AND ARBITRATOR'S COSTS. YOU ARE RESPONSIBLE FOR ALL ADDITIONAL COSTS THAT YOU INCUR IN THE ARBITRATION, INCLUDING, BUT NOT LIMITED TO, ATTORNEY'S FEES (IF YOU CHOOSE TO BE REPRESENTED BY AN ATTORNEY) AND EXPERT WITNESS FEES. YOU SHALL NOT BE REQUIRED TO REIMBURSE GAS SOUTH FOR THE FILING FEES AND ARBITRATION COSTS PAID BY IT UNLESS THE ARBITRATOR DETERMINES THAT YOUR CLAIM WAS FRIVOLOUS. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS ARBITRATION PROVISION, GAS SOUTH WILL PAY ALL FEES AND COSTS THAT IT IS REQUIRED BY LAW TO PAY, INCLUDING PAYMENT OF YOUR ATTORNEY'S FEES AND LITIGATION COSTS, IF REQUIRED, BY APPLICABLE LAW. IN ADDITION, IF THE ARBITRATION AWARD IS GREATER THAN GAS SOUTH'S LAST WRITTEN SETTLEMENT OFFER OR IF GAS SOUTH DID NOT MAKE A SETTLEMENT OFFER TO YOU, GAS SOUTH WILL PAY TWICE THE AMOUNT OF YOUR ATTORNEY'S FEES, REIMBURSE THE EXPENSES REASONABLY INCURRED BY YOUR ATTORNEY IN PURSUING YOUR CLAIM AND A \$7,500 MINIMUM RECOVERY, PROVIDED, HOWEVER, YOU MAY NOT RECOVER DUPLICATIVE AWARDS OF ATTORNEY'S FEES AND EXPENSES. ALTHOUGH UNDER SOME LAWS, GAS SOUTH MAY HAVE THE RIGHT TO AN AWARD OF ATTORNEY'S FEES AND EXPENSES IF IT PREVAILS, GAS SOUTH AGREES NOT TO SEEK SUCH AN AWARD.

Exclusion from Arbitration

You and Gas South agree that where the amount at issue is a claim within the jurisdiction of the Magistrate Court and is an individual as opposed to a class claim, you or Gas South may elect to seek resolution of the Dispute in the Magistrate Court. You and Gas South further agree that any appeal from the Magistrate Court, including a de novo appeal, shall be by binding arbitration pursuant to the provisions of this section IV. Any such appeal shall be commenced by giving the Notice described in the Initiation of Arbitration section above. You may also file a complaint with the GPSC.

Continuation

This Arbitration Provision shall survive the termination of your gas service with Gas South.

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