

Customer:
Customer Billing Address:
Account Number:
Agent:
Effective Date for
Appointment of an Agent:

VECTREN ENERGY DELIVERY OF OHIO, INC.

ACKNOWLEDGMENT OF APPOINTMENT OF AN AGENT

This Acknowledgment of Appointment of an Agent ("Acknowledgment") is an agreement between Vectren Energy Delivery of Ohio Inc., ("Vectren") and Customer, by which Vectren acknowledges Customer's written appointment of an Agent to perform the function(s) marked below, subject to the terms and conditions set out below, and Customer acknowledges Vectren's requirements for acceptance of the Customer's appointment of an Agent. At all times, this Acknowledgment remains subject to the terms set out in Vectren Energy Delivery of Ohio, Inc., Tariff for Gas Service P.U.C.O Case No. 04-571-GA-AIR ("Vectren Gas Tariff"), as it may change and be in effect from time to time, as well as subject to all applicable federal and state laws, regulations, and regulatory orders and decisions.

CUSTOMER DESIGNATES THAT AGENT WILL PERFORM ONE OF THE FOLLOWING SERVICES (check applicable service)

Transport Service

_____ Customer appoints Agent to submit and change sales and transportation nomination information; receive confirmation of nomination activity from Vectren.

OR

Pooling Service

_____ Customer appoints Agent for Pooling Service ("Pool Operator") from a Vectren-approved list of such Agents, to manage Customer's gas supply as part of an aggregated pool in accordance with Vectren's Tariff for Pooling Service.

Acknowledgement of Appointment of Agent

Customer:

Effective Date:

CUSTOMER DESIGNATES THE FOLLOWING FUNCTION TO BE PERFORMED BY AGENT

Accounting and Billing

_____ Receive and pay invoices relating to all activity under the Gas Service Agreement(s) (per Vectren Gas tariff rate schedules), receive, monitor, and correct imbalances.

_____ View invoices electronically relating to all activity under the Gas Service Agreement(s) (per Vectren Gas tariff rate schedules).

Customer understands that Customer’s appointed Agent will have full authority to act for Customer on all matters pertaining to the function(s) marked above. Agent's authority shall include and extend to all acts necessary to perform the designated function(s) under the Service Agreement(s), Vectren Gas Tariff, and/or all applicable federal and state laws, regulations, and regulatory orders and decisions.

CUSTOMER AGREES TO THE FOLLOWING GENERAL CONDITIONS GOVERNING CUSTOMER’S APPOINTMENT OF AN AGENT:

- Customer’s appointment of an Agent shall continue in effect until either the Customer or Vectren terminates Customer’s appointment.
- Customer may terminate this Acknowledgment for any reason by providing ten business days prior written notice to Vectren. If Customer is changing Agents, a new Acknowledgment must be completed, signed and returned to Vectren ten business days prior to the first day of the next month.
- Vectren may terminate this Acknowledgement by providing ten business days prior written notice to Customer for Agent’s non-compliance with the Pooling Service Agreement, the Pooling Service Rate Schedule, and/or the Nomination and Balancing provisions of Tariff Sheet no. 51 of the Vectren Gas Tariff. Further, Vectren reserves the additional right to terminate this Acknowledgment immediately, without prior written notice, if any performance hereunder by Customer’s Agent becomes inconsistent with or violates the terms of the Gas Service Agreement(s), the Vectren Gas Tariff, or any applicable federal or state laws, regulations, or regulatory orders or decisions
- Customer, as the signatory party to the Gas Service Agreement(s), shall continue to be responsible for any and all costs, fees, or other liabilities as

Acknowledgement of Appointment of Agent

Customer:

Effective Date:

provided under the Vectren Gas Tariff or the Gas Service Agreement(s), regardless of whether those costs, fees or other liabilities were caused by the acts or omissions of the Customer or Customer's Agent.

- Customer agrees that neither its act of appointing an Agent nor Customer's execution of this Acknowledgment relieves Customer of any costs, fees, other liabilities, duties, obligations, or responsibilities.
- Customer agrees to appoint only one Agent during any given time.
- Customer's Agent will be acting on behalf of Customer; **if such Agent should fail to pay Vectren for obligations attributable to Customer, Customer remains liable to Vectren for any and all such obligations.**
- Customer understands that Vectren will make every effort to initiate gas service under this Acknowledgment on the first day of the month following Customer's appointment of an Agent, provided Customer has given Vectren ten business days' prior written notice of Customer's appointment. If Vectren is unable to initiate service on the first day of the month following the Customer's appointment, Vectren will initiate service on the next available meter reading date after receipt of Customer's written notice of appointment of an Agent.
- Customer's Agent will be notified of any Operation Flow Orders (OFO) on Vectren's system.

CUSTOMER AGREES TO THE FOLLOWING CONDITIONS SPECIFIC TO CUSTOMER'S APPOINTMENT OF AN AGENT AS POOL OPERATOR (if customer has made such an appointment):

- Customer has advised Agent that Agent must comply with all terms and conditions of Vectren's "Rate 380, Pooling Service", and Customer remains responsible for its agent's compliance.
- Customer acknowledges that Vectren shall have the right to rescind Vectren's acceptance and acknowledgement of Agent if Agent fails to comply with any of Vectren's standard terms and conditions, including, specifically, the terms and conditions of Vectren's "Rate 380, Pooling Service" (and including, but not limited to, that provision which requires Agent to provide nominations for the aggregated usage of its Pool Customers). Vectren may rescind such acceptance by giving notice of Agent's failure to perform to Customer. In that event, Customer has three business days to cure said failure. If Vectren exercises its right to rescind its acceptance and acknowledgement of Customer's Agent, Customer must secure an alternate supply as soon as possible, and until such time

Acknowledgement of Appointment of Agent

Customer:

Effective Date:

as Customer does so, Customer is liable for any cash out charges applicable under Tariff Sheet No. 51 Nomination and Balancing Provisions of Vectren’s current tariff.

- If Customer has any delinquencies in Customer’s account with Vectren, those delinquencies must be cured before Customer begins participating in a Pooling Service per Rate 380, unless approved in advance by Vectren.
- If Customer has any existing net over or under delivery quantities those must be cured before Customer begins participating in a Pooling Service per Rate 380, as provided in the Vectren Gas Tariff.
- If either Customer or Vectren terminates this Acknowledgment, Customer will immediately assume the responsibilities previously delegated to Agent until such time as Customer appoints a new Agent and executes a new Acknowledgment approved by Vectren. .
- Customer agrees that no Acknowledgment of Appointment of an Agent is effective until after Vectren's approval of that Acknowledgment.

This Acknowledgment constitutes a binding agreement between Vectren and Customer, and their respective successors.

By Customer signing this agreement, Customer is confirming the Appointment of Agent.

Accepted and Agreed to this _____ day of _____, 20__.

By: _____

Title: _____

Date: _____