



VolunteerEnergy
FIXED RATE CONTRACT (\$4.99 per Mcf)
ENERGY SUPPLY TERMS AND CONDITIONS - KENTUCKY

These ENERGY SUPPLY TERMS AND CONDITIONS have important information you need to know before you commit to natural gas service from Volunteer Energy Services, Inc. ("VE"). VE is an Ohio corporation whose customers include a variety of Kentucky natural gas end users. VE's purpose is to provide to its customers the lowest cost alternative for reliable supplies of natural gas. This is accomplished by purchasing wholesale energy supplies and services and then dispersing those supplies to VE's customers. As a supply customer of VE, you agree to the Terms and Conditions of VE's natural gas supply contract.

Pricing and Service Arrangements: Volunteer Energy's supply will be delivered to your residence via the utility's distribution lines. Natural gas supply will be provided for your facilities by VE on a cost per Mcf basis. The price will be at a fixed rate of \$4.99 per Mcf basis.

Term: The term of this Contract shall commence when acceptance of your enrollment by Columbia Gas of Kentucky and shall continue for 12 months (the "Initial Term"). At the expiration of the Initial Term, the rate will convert to a variable rate (based on the NYMEX plus an adder for transportation, fuel, balancing, pooling, markup and any other fees imposed by the Local Distribution Company) and the term shall be month-to-month. Natural gas service will begin within 60 days of approval. Customers supply Contract with VE can be terminated with a 30-day notice in writing to VE.

Bill Payment Process: The utility will continue to bill you for their delivery services and also for VE's natural gas supplies. Your monthly invoice will contain the utilities transportation charges and VE's gas supply charges and is due by the date published on the invoice.

Office Locations and Hours: VE's offices are located at 790 Windmill Dr., Pickerington, Ohio 43147 and are open from 8:30 AM to 4:30 PM E.S.T. Monday through Friday. VE can be reached by telephone at 614-856-3128 or toll free at 800-977-8374. Telephone service hours are from 8:30 AM to 4:30 PM E.S.T. Monday through Friday.

Complaint Dispute Resolution: If you have any complaints regarding your natural gas service or your monthly bill, please contact us at **800-977-8374**. If you are not satisfied with VE's response to your complaint, contact Columbia Gas of Kentucky at 1-800-866-4GAS. If neither VE nor Columbia Gas of Kentucky resolve the dispute, you can contact the Kentucky Public Service Commission by e-mail at psc.consumer.inquiries@ky.gov or contact the Consumer Services Division by phone at 1-800-772-4636.

Amendment to Contract: VE and Customer may amend VE's Supply Contract from time to time upon approval. Any amendments made would not take effect for a minimum of thirty (30) days and you will receive sixty (60) days written notice.

Calls for Service Problems: If you become aware of a gas emergency condition, or experience an unanticipated loss of gas service, you should contact the utility at the number listed on your gas bill.

Termination/Rescission of Contract: You may rescind your Natural Gas Supply Contract with VE within seven (7) business days of the postmark on the notice from the incumbent gas utility notifying us in writing at the address identified above. After the initial seven (7) business day period, either you or we may terminate the Contract at any time by providing the non-terminating party thirty (30) days written notice of such termination. You will remain responsible for all-natural gas consumed by you prior to the actual cessation of services. If your supply contract with VE is terminated, your natural gas supply will automatically be provided by the utility under its standard tariff unless or until you choose another supplier. If you voluntarily cancel your enrollment with VE, it is possible that Columbia's Gas Cost Adjustment (GCA) may charge more than VE's rate. **IF YOU TERMINATE WITHIN THE INITIAL TERM, THERE IS A \$100.00 CANCELLATION FEE FOR EACH RESIDENTIAL OR COMMERCIAL ACCOUNT. ADDITIONALLY, FOR EACH COMMERCIAL ACCOUNT YOU WILL BE RESPONSIBLE FOR AN EARLY TERMINATION FEE EQUAL TO ANY ADDITIONAL LOSSES SUSTAINED BY VESI (INCLUDING LOSSES SUSTAINED AS A RESULT OF VESI HEDGING THE CUSTOMER'S LOAD FOR THE BALANCE OF THE INITIAL PERIOD).**

This Agreement will automatically terminate upon the occurrence of any of the following: (1) the requested service location is not served by the incumbent natural gas company; (2) the customer moves outside the area served by the incumbent natural gas company or VE; and (3) VE determines to terminate your supply contract and returns you to the incumbent natural gas company. (A thirty (30) day notice must be given before VE returns customer to Columbia Gas of Kentucky sales service.)

Natural gas may only be shut off by the utility under procedures approved by the Kentucky Public Service Commission.

Program Compliance: The utility's Choice program is subject to the ongoing jurisdiction of the Kentucky Public Service Commission. If the Kentucky Public Service Commission cancels the program, this contract is rendered void with no penalty to either party. The laws of the State of Kentucky will govern this agreement.

Fixed at \$4.99 Mcf for 12 months then converts to variable.
Cancellation Fee: \$100.00 for Residential. \$100.00 for Commercial plus hedging losses. Rev. 5/20



VolunteerEnergy

Natural Gas Supply Contract Customers Acceptance Form

IN NO EVENT SHALL VE BE LIABLE TO THE CUSTOMER OR TO ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS CONTRACT. VE'S MAXIMUM AGGREGATE LIABILITY FOR ANY REASON OR CAUSE OF ACTION SHALL BE THE PRICE PAID BY THE CUSTOMER.

Execution of the Natural Gas Supply Contract signifies my desire to be a customer of Volunteer Energy Services, Inc. (VE). I agree to the ENERGY SUPPLY TERMS AND CONDITIONS that are incorporated herein by reference. I appoint VE as my agent and authorize VE to obtain usage history from my utility company.

ACCOUNTS

<u>Utility Acct #</u>	<u>Service Address</u>	<u>City</u>	<u>State</u>	

<u>LDC</u>	<u>PRICE / MCF</u>	<u>START</u>	<u>END</u>
CKY	\$4.99		

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