



ENERGY SUPPLY TERMS AND CONDITIONS — Columbia Gas of Pennsylvania

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's purpose is to provide its customers with a cost competitive 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.

Term: The Initial Term of this agreement shall be **12 months** (billing cycles) beginning with the first billing cycle following LDC (Local Distribution Company) enrollment acceptance and approval. The LDC will provide distribution of that natural gas supplies at rates approved by PA PUC (PA Public Utilities Commission). Customer may cancel this Natural Gas Supply Agreement with Volunteer Energy on 30 days written notice. **If you terminate within the first 12 Months, there is a cancellation fee of \$100 for each Residential account and \$150 per Commercial account.** The local natural gas utility will provide transportation of that natural gas at rates approved by the PA PUC.

Pricing and Service Arrangements: For the Initial Term of this agreement natural gas will be priced at a Fixed Rate of **\$0.499 per CCF** measured at the burner-tip by the LDC. This price is exclusive of sales tax. This agreement shall renew on a month-to-month basis at the expiration of the Initial Term unless cancelled by either party giving at least thirty (30) days written notice. Gas delivered after the Initial Term will be the Monthly Market Price with gas rates that will adjust monthly. Commodity charges include estimated total state taxes and exclude PA sales tax, if applicable. The PA PUC (PA Public Utility Commission) regulates LDC distribution prices and services.

Modification: If we propose to change our terms of service in any type of agreement, we will send you advance written notices at about 90 days and 60 days before the effective date of the change. If we are billing you directly for our services, then we will provide the notices as a bill message, a bill insert, or in a separate corresponding mailing. If the NGDC is billing our charges for us, then we will provide the notices in separate corresponding mailings. We will explain your options to you in these two advance notifications.

Office Locations and Hours: VE's offices are located at 790 Windmill Dr., Pickerington, Ohio 43147 and are open from 8:30 AM to 5:00 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 5:00 PM E.S.T. Monday through Friday.

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.

Complaint Dispute Resolution: If you have any complaints regarding your natural gas service or your monthly bill, please contact us at **800-977-8374**. Upon request, VE will provide to you up to twenty-four months of your payment history without charge. If VE's staff cannot remedy your dispute, you may also contact The Pennsylvania Public Utility Commission (PUC) (<http://www.puc.state.pa.us>), who is also monitoring complaints against energy service companies. The PUC telephone number is 1-800-692-7380.

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.

Cancellation Provisions: You may rescind your natural gas supply agreement with VE within three (3) days of receiving this disclosure statement. After the initial three (3) 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. In addition to the Cancellation Fee of **\$100** for each Residential account and/or **\$150** per Commercial, if Customer cancels prior to the expiration of the Fixed Price term, Customer will be responsible for early termination



fee equal to the losses sustained by VESI (including losses sustained as a result of VESI hedging the customer's load for the balance of the fixed price term). Reasons for cancellation include:

1. **Non-Payment:** If your natural gas service is terminated by your NGDC, then this agreement is cancelled on the date that your natural gas service is terminated. You will owe us for amounts unpaid up to the date of termination.
2. **Company-Initiated Cancellation:** If we cancel this agreement for any reason other than for customer non-payment, we will follow applicable rules in providing notice to you.
3. **Customer-Initiated Cancellation:** If you cancel this agreement before the end of the initial term, you will owe us for amounts unpaid up to the date of cancellation and we will charge the early cancellation fee mentioned above.
4. **Customer Move:** When a customer moves from one location to another, even if the move is within an NGDC's service territory, the agreement is cancelled, regardless of whether the customer provides notice or not. 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 terminate your membership in VE, it is possible that your utility may charge you more than their gas cost recovery rate. VE does not charge a switching fee. Check with your local utility for any fees that they may impose.

Natural gas may only be shut off by the utility under procedures approved by the PA PUC.

Program Compliance: The utility's deregulation program is subject to the ongoing jurisdiction of the Pennsylvania Public Utilities Commission. If the PUC cancels the program, this contract is rendered void with no penalty to either party. The laws of the Commonwealth of Pennsylvania will govern this agreement.

CONTACT INFORMATION

PA Public Utility Commission (PA PUC)
P.O. Box 3265
Harrisburg, PA 17105-3265
Choice Hotline Number: 1-800-692-7380

Supplier Name: Volunteer Energy Service, Inc.

License No.: A-125124
Address: 790 Windmill Drive
Pickerington, Ohio 43147
Phone: 1-800-977-8374
Website: www.volunteerenergy.com

Universal Service Program Name: Customer Assistance Program

Phone Number: 1-800-400-WARM(9276)

LDC Name: Columbia Gas of Pennsylvania

121 Champion Way, Suite 100
Canonsburg, PA 15317
Phone: 1-888-460-4332
Website: www.columbiagaspa.com