



ENERGY SUPPLY TERMS AND CONDITIONS — OHIO VARIABLE RATE

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 Ohio natural gas end users. VE's purpose is to provide its customers with the lowest cost alternative for reliable supplies of natural gas. 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 commence when accepted by your Local Distribution Company ("LDC") and shall continue on a month to month basis until terminated pursuant to the terms of this Agreement. Natural gas service will begin within 60 days of approval. Customers supply Agreement with VE and natural gas service can be terminated on 30-day notice in writing to VE. The local natural gas utility will provide transportation of that natural gas at rates approved by the Public Utilities Commission of Ohio.

Pricing and Service Arrangements: Volunteer Energy's supply will be delivered to your residence or facilities via the utility's distribution lines. Natural gas supply will be provided for your facilities by VE on a cost per Mcf or Ccf basis. The price may be based on an approved Index or the NYMEX plus a variable adder for transportation, fuel, balancing, pooling, markup which may change monthly, and any other fees imposed by the LDC.

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.

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 1-800-977-8374. Upon request, VE will provide to you up to twenty-four months of your payment history without charge. If your complaint is not resolved after you have called VE, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.puco.ohio.gov>. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service). Additionally, the Ohio consumers' council (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.pickocc.org>.

Amendment to Agreement: VE and Customer may amend VE's Supply Agreement from time to time upon approval. Any amendments made would not take effect for a minimum of thirty (30) days and you will receive thirty (30) 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 Agreement: You may rescind your natural gas supply agreement with VE within seven (7) 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) 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 terminate your membership with 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.

Change in Law: In the event that there is a change (including a change in interpretation) in law, administrative regulation, rule, filed tariff (in effect at the start of the Initial Term, not pending and disputed), regulatory design, market or transportation design or structure, ordinance, order, judicial decision, or statute, including, without limitation, changes in utility tariffs and pipeline protocols, or any fees or costs, including any charged by pipelines or utility, or the commencement of enforcement of a change in law or administrative regulation, and such results in VESI incurring additional costs and expenses in providing your natural gas service under this Contract, such additional costs and expenses will be your responsibility and will be assessed in your rate, charges and fees for natural gas service, notwithstanding the type of product you elected.

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's determines to terminate your supply agreement and returns you to the incumbent natural gas company. Natural gas may only be shut off by the utility under procedures approved by the Public Utilities Commission.

Program Compliance: The utility's deregulation program is subject to the ongoing jurisdiction of the PUCO. If the PUCO cancels the program, this Contract is rendered void with no penalty to either party. The laws of the State of Ohio will govern this agreement.