

Chamber Energy Solutions Natural Gas Program

CUSTOMER RESPONSE FORM

To Enroll, Please Fill Out The Following Information And Submit to Chamber Energy Solutions, LLC

Natural Gas account number:

Contact: _____

Company: _____

Service Address: _____

City State Zip code: _____

Phone: _____

Email Address: _____

(Please see the attached Terms and Conditions # IN-COH-PALMERCES-MTM)

By signing this response form I am enrolling in the Chamber Energy Solutions Natural Gas Program that is managed by Chamber Energy Solutions (CES) with IGS Energy as my supplier of Natural gas under the Terms and Conditions of Agreement # IN-COH-PALMERCES-MTM. By signing this consent form I am authorizing IGS Energy to enroll me as a participant in the program with my local utility under the above stated terms and conditions, which I have read and agree. I authorize IGS Energy as my supplier to obtain information about my account from my local utility – Columbia Gas of Ohio.

Signature

Three Easy Ways To Enroll:

Fax this form to CES: 419-539-9185

Scan and email to CES at: CES@palmerenergy.com

Send by mail to: **Chamber Energy Solutions**
c/o Palmer Energy
241 N. Superior, Suite 250
Toledo, OH 43604

records

Term: Service under this Agreement will begin with the first billing cycle your enrollment or rate change is confirmed with the Natural Gas Distribution Company (NGDC) and shall continue through the March, 2010 NGDC billing cycle ("Primary Term"). At the end of my Primary Term my Agreement will automatically continue **year-to-year** thereafter (April through the following March billing cycle) ("Secondary Term(s)") until modified or canceled by notice as provided by this Agreement. Interstate Gas Supply, Inc. ("IGS") will supply the commodity portion of my natural gas and Columbia Gas of Ohio ("COH") will be my NGDC. I can contact the IGS choice department by phone at 1-800-280-4474, by fax at 614-923-0470, in writing at P O Box 9060, Dublin, OH 43017, or through their web site at <http://www.igsenergy.com>.

Regulatory: The NGDC's choice program is subject to ongoing Public Utilities Commission of Ohio (PUCO) jurisdiction, and I understand that if the choice program is terminated, this Agreement may be terminated, without penalty to either party.

Price: I understand that The Toledo Regional Chamber of Commerce has contracted with a professional energy manager; Chamber Energy Solutions LLC, (CES) of Toledo, Ohio, to work with IGS to determine my price each month. My price per CCF, which does not include applicable sales tax or NGDC transportation and other charges will be determined each month by taking the applicable Nymex price of gas plus IGS' costs, which include pipeline transportation, pipeline shrinkage, Btu conversion and any other related charges for delivery to the NGDC, plus IGS mark-up and CES' management fee (such combined fee not to exceed \$0.05 per CCF). Each month my price will be established by agreement between CES and IGS as a NYMEX-based price, and the Nymex portion of my price will be a blend of various hedges entered into by IGS under the instruction and at the direction of CES. The purpose of the Chamber program is to group the volumes of participating commercial and residential users into one managed pool in order to take advantage of various buying opportunities and layering of pricing for the benefit of the entire group. In the event that CES does not establish the Nymex portion of my price for any percentage of estimated consumption as described herein, the Nymex portion of my price will be the applicable monthly Nymex closing "settlement" price on the (15 th) day of the preceding month, for each corresponding utility billing month.

Renewal: If the chamber program continues beyond the Primary Term with IGS as the supplier, this Agreement will automatically continue for the Secondary Term(s) unless there are any material change to these terms and conditions. If there are any material changes then IGS will send me notice of renewal along with any such changes to this Agreement. If I do not wish to continue, I may cancel this Agreement as provided below. If I do not cancel then and any other changes to the terms and conditions will become effective for my Secondary Term.

Rescission Period: If I am a new customer to IGS I will receive a confirmation notice from the NGDC regarding this enrollment. This Agreement may be rescinded by me with no cancellation fee by: (1) contacting the NGDC in writing or by telephone at the number provided on the confirmation notice within 7 business days from the post-mark date of the confirmation notice sent by the NGDC ("Rescission Period"), or (2) cancelled by contacting IGS in writing or by telephone within 30 days of enrolment with IGS.

Cancellation: I may cancel this Agreement within the first 30 days of enrollment by providing IGS with notice of cancellation, with no cancellation fee. If I am a residential or small commercial customer using under 5,000 CCF per year, either IGS or I may cancel this agreement with notice to the other at any time, without a cancellation fee, as my term is month to month. If I am a non-residential customer using over 5,000 CCF per year either IGS or I may cancel this Agreement with no cancellation fee by providing the other with notice by February 1 each year with the cancellation to be effective with the following end of March billing cycle. At any other time, if I am a non-residential customer using over 5,000 CCF per year, IGS may charge me an early termination fee based upon the hedges and commitments CES purchased for my consumption, but in no event shall the fee exceed my last 12 months of usage multiplied by \$0.075 per CCF. Cancellation notices provided after the NGDC deadline may result in additional month(s) of service beyond the cancellation notice date, as the effective date of all cancellations are subject to NGDC guidelines and I agree to continue to pay for my service with IGS. I understand that if I switch my service to another supplier or back to the NGDC a NGDC switching fee may apply under the NGDC's tariff and the NGDC may charge a price other than the GCR rate.

Assignment: This contract is assignable by IGS without my consent subject only to required regulatory approvals. IGS will use its best efforts to give the NGDC and me thirty (30) days written notice prior to any assignment.

Billing: For my convenience I will receive only one bill, which will be issued by the NGDC each month and will contain IGS' gas price plus applicable taxes and all of the NGDC's transportation and other applicable charges, including any late fees assessed by the NGDC. I agree to continue to pay the NGDC for the entire gas bill under the NGDC's payment terms and conditions. If I pay under the budget bill payment plan, I understand that this service is available and will remain available. IGS reserves the right to issue an invoice to me directly, such invoice would contain IGS' gas price and may also contain applicable taxes and all of the NGDC's transportation and other applicable charges. If IGS invoices me directly and I fail to pay within the terms specified on the invoice(s) a late fees of 1.5% per month on all past-due amounts will apply. If IGS bills me directly for services provided, IGS may terminate this Agreement with fourteen (14) days written notice should I fail to pay the bill or meet any agreed-upon payment arrangements. If I fail to pay my invoices timely which include IGS charges, the NGDC may disconnect my service, according to tariff guidelines. I may request, at no charge, up to 24 months of my payment history for services rendered by IGS. Other than for operation, maintenance, assignment and transfer of my account or, where IGS is performing billing services, or for commercial collections, IGS will not disclose my account number to any other third party without my affirmative written consent or electronic authorization or pursuant to a court or Commission order and that, other than for credit checking and credit reporting, if IGS is performing billing services, IGS will not disclose my social security number without my affirmative written consent or pursuant to court order. I authorize IGS to obtain my billing payment and usage history from the NGDC.

Contact and Dispute Resolutions: In the event of a billing dispute or issues regarding volume or metering, I should contact the NGDC at the number listed on their bill. For other questions or concerns about pricing, I can contact the IGS choice department by phone weekdays from 8:00 a.m. to 5:00 p.m. EST at 1-800-280-4474, by fax 614-923-0470, in writing at P.O. Box 9060, Dublin, OH 43017, or through their web site at www.igsenergy.com. Also, I can contact IGS through e-mail at choice@igsenergy.com. If my questions or concerns are not resolved after I have called IGS, or for general utility information, residential and business customers may call the Public Utilities Commission of Ohio (PUCO) toll free at 1-800-686-7826 or for TDD/TTY toll free at 1-800-686-1570, from 8:00 a.m. to 5:30 p.m. weekdays, or visit the PUCO website at www.puco.ohio.gov. The Ohio Consumers Counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted toll free at 1-877-742-5622 from 8:00 a.m. to 5:00 p.m. weekdays or visit www.pickocc.org.

Moving/Termination: I understand that this contract will automatically terminate, without penalty, if I relocate inside or outside the NGDC service territory, or if the requested service location is not served by the NGDC.

Eligibility / Limitation of Liability / Jurisdiction: This Agreement is for residential and choice eligible commercial customers. By entering this Agreement, I represent and agree that the account(s) served by IGS under this Agreement is (are) residential or choice eligible commercial account(s) which include related customers or accounts and aggregate consumption. Participation in the program is subject to the rules of the NGDC and customers are sometimes terminated from the program either in error or for being in arrears. In such instances, I can contact the NGDC to correct the problem and be reinstated in the program. Regardless of the reason for termination, in no case will the original term be extended for months that I was unable to participate nor will IGS have any liability for any early termination or for any months that I was unable to participate in the program. IGS assumes no liability or responsibility for losses or consequential damages arising from items associated with the NGDC including, but not limited to: operations and maintenance of their system; any interruption of service; termination of service; or deterioration of service, nor does IGS assume responsibility or liability for damages arising from any in-home or building damages and in addition shall not be responsible for any indirect, consequential, special or punitive damages whether arising under contract, tort (including negligence or strict liability) or any other legal theory. The parties agree that if the customer is unable to resolve its issues through the PUCO as detailed under "Contract and Dispute Resolution" above or if suit is filed, any legal action involving this Agreement shall be brought only in a court of the State of Ohio sitting in Franklin County, Ohio or the United States District Court sitting in Franklin County, Ohio. I submit to the personal jurisdiction in such courts and irrevocably waive any objections that I have or might have in the future to such courts as the proper forum for any and all actions arising under this Agreement. The parties agree that this Agreement shall be interpreted under the laws of the State of Ohio, regardless of Ohio's choice of law provisions.

