

Acknowledgement of Appointment of Agent

Customer:

Effective Date:

Customer:

Customer Billing Address:

Account Number:

Agent:

Gas Service Agreement:

Effective Date for Appointment of an Agent:

**SOUTHERN INDIANA GAS AND ELECTRIC COMPANY D/B/A
VECTREN ENERGY DELIVERY OF INDIANA, INC.**

ACKNOWLEDGMENT OF APPOINTMENT OF AN AGENT

This Acknowledgment of Appointment of an Agent ("Acknowledgment") is an agreement between Southern Indiana Gas and Electric Company D/B/A Vectren Energy Delivery of Indiana, 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 a Agent. At all times, this Acknowledgment remains subject to the terms set out in the Southern Indiana Gas and Electric Company, D/B/A Vectren Energy Delivery of Indiana, Inc., Tariff for Gas Service, I.U.R.C. No. G-11 ("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 one only)

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

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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.

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. 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. Vectren may terminate this Acknowledgment by providing ten business days prior written notice to Customer for Agent’s non-compliance with the Pooling Service

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Agreement, the Pooling Service Rate Schedule, and/or the nomination and balancing provisions of Appendix E of the Vectren Gas Tariff.

- 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 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):

- If Agent fails to deliver sufficient gas volumes for its Pool, Vectren will notify Customer within 2 business days of the Agent's default. If the Agent has not provided sufficient deliveries on Customer's behalf within five business days thereafter Agent will be terminated, Customer will then have five business days to decide whether to return to Sales Service (if Customer is a Rate 145 Customer), provide their own gas transportation supply (if Customer is a Rate 145, 160 or 170 Customer), or to appoint a different Agent by means of completing a new Acknowledgment, to be effective the beginning of the following month (if Customer is a Rate 145, 160, 170 Customer).
- If Customer appoints an Agent as Pool Operator, that Agent must comply with Vectren's "Pooling Service Rate ("Rate 180") Provisions and Requirements"
- 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 180, 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

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- 180, 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, which approval shall not be unreasonably withheld. If Customer has selected a Qualified Agent, who has submitted an Agent's Acceptance of Terms of Appointment as Agent, such Agent shall be deemed approved unless Vectren provides notice to customer of objection within two (2) business days.
- 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. The parties hereby agree that this Agreement may be executed and delivered in counterparts, including by facsimile or other electronic transmission, each of which shall be deemed an original.

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

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

By: _____

Title: _____

Date: _____

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