IGSenergy.com | PO Box 9060 Dublin, OH 43017 | Phone: 877-353-0162 | Fax: 800-584-4839

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TEST CUSTOMER
6100 EMERALD PKWY
DUBLIN OH 43017

March 20, 2015

Dear City of Loveland Resident or Small Business Owner:

The City of Loveland has selected IGS Energy of Dublin, Ohio as the supplier of natural gas to participants in its Natural Gas Aggregation Program. You are eligible to participate with other residents and small businesses in the city. You will automatically be enrolled in the City of Loveland Natural Gas Aggregation Program unless you notify IGS Energy that you do not wish to participate.

Under Governmental Aggregation, the City of Loveland acts on behalf of natural gas consumers in the community to negotiate a gas supply contract with eligible suppliers. Both Loveland and IGS Energy have to be certified by the Public Utilities Commission of Ohio. Loveland voters approved the implementation of the program and City Council approved Ordinance number 2013-13 on February 12, 2013. Your enrollment in the City of Loveland program will begin within one or two billing periods after submission of your account to Duke Energy (Duke) and end with your March 2016 billing period.

Your rate under this program will initially be a variable rate that fluctuates with the price of natural gas. While the variable rate does not "guarantee" future savings compared to the Duke Gas Cost Recovery (GCR) rate, residents who have participated in the program have saved compared to the Duke rate in every year since the program started. In fact, the program's rate has been lower than Duke's GCR rate in 19 of the past 22 months. The City has also negotiated the ability to set a fixed rate for any period of time if an opportunity to set a beneficial fixed rate arises. If the City sets a fixed rate you will be notified of that rate. At any time you may cancel your service with IGS Energy free of charge. Please refer to the attached Terms and Conditions for full details of all pricing.

You will be automatically enrolled in the City of Loveland Natural Gas Aggregation Program unless you choose to "opt out" – that is, to <u>not</u> participate. There is no cost for enrollment. You do not need to do anything to be included.

If you want to be <u>excluded</u> from the City of Loveland Natural Gas Aggregation Program you must return the enclosed "Opt-Out" form or contact IGS Energy at 1-877-353-0162 by <u>April 10, 2015</u>. If you do not opt out at this time, you will be enrolled in the program until it expires with your March 2016 billing period. If you do nothing you will soon receive a letter from Duke notifying you of your transfer to your community's Program with IGS Energy as your supplier. If you wish to remain in the Program, simply ignore that letter.

Under this program, IGS Energy will deliver your gas to Duke and then Duke will deliver that gas to you. Duke will maintain the pipeline system that delivers natural gas to your home or business. Duke will continue to read your meter and will continue to send you a monthly bill that will include the gas supply charge from IGS Energy plus sales tax instead of Duke's GCR plus gross receipts tax. You will still contact Duke regarding loss of gas service, odor of gas, or for any other concerns or issues having to do with your local service. Budget billing and automatic billing options will continue to be available through Duke.

If you have any questions please call IGS Energy at 1-877-353-0162, weekdays, from 8:00 a.m. to 8:00 p.m. EST. For general information on natural gas deregulation in Ohio, you can also visit the Web Sites of the Ohio Consumer's Counsel (www.occ.ohio.gov) or the Public Utilities Commission of Ohio (www.PUCO.ohio.gov).

Sincerely,

City of Loveland and IGS Energy

*P.S. Remember to return the "Opt-Out" form only if you do **<u>not</u>** want to participate in the City of Loveland Natural Gas Aggregation Program.*

If the home or small business for which you have received this letter is not located within the Loveland City limits, you have received this letter in error. Please contact IGS Energy at 1-877-353-0162 to be removed from the aggregation list.

You are not eligible to participate in this program if you are currently enrolled in the PIPP program.

11 digit account number as it appears on your Duke Energy gas bill.

I wish to opt out of the City of Loveland Natural Gas Aggregation Program.

(Check box to opt out.) ☐

Name (Please Print)_____

Address_____

City, State, Zip_____

Phone Number_____

Email Address_____

Signature (REQUIRED)_____

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OOCGE02

Term: The community's opt-out government aggregation program (the "Program") and my service with Interstate Gas Supply, Inc. (elsewhere referred to as "IGS Energy" and the consumer will be referred in the first person, "my", "me" or "I") as my supplier on the Program will begin within one to two billing cycles after my enrollment or rate change is confirmed with the utility company and shall continue through my **March 2016** utility billing cycle, unless notified otherwise. IGS Energy will supply the commodity portion of my natural gas and Duke Energy will be my Natural Gas Distribution Company ("NGDC"). I can contact the IGS Energy choice department by phone at 1-877-353-0162, by fax at 1-800-584-4839, 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 and the government aggregation for my community are subject to ongoing Public Utilities Commission of Ohio (PUCO) jurisdiction, and I understand that if the choice program or this Program is terminated, this Agreement may be terminated, without penalty to either party.

Price: My price will be calculated each billing cycle by taking 103.5% of the applicable weighted NYMEX price(s), as determined and agreed to by both my community and IGS, plus $0.083 per CCF, which does not include applicable taxes and NGDC charges, through my March 2016 billing cycle. If the NYMEX price of gas is not otherwise determined by my community and IGS then the NYMEX price, to which the adder shall apply, will automatically be determined by the closing commodity natural gas futures price of gas, on the fifteenth (15th) day of the preceding month, for each corresponding utility billing month. I am responsible for applicable taxes and all charges assessed by the NGDC for gas transportation and all other applicable charges and adjustments by NGDC for delivery of gas. The adder is effective unless a fixed price is established by my Community, in which case the fixed price will be the effective price for the effective periods. IGS may at its option, at any time, lower the price effective for a portion of or the remainder of the term of this agreement without notice to me.

Renewal: If my community's governmental aggregation continues, at least every two years from the establishment of this Program the government aggregator or its supplier shall provide me notice of my right to opt out of the aggregation without penalty. The process for providing me with notice of my right to opt-out shall include a provision for me to return a post card or similar notice to the governmental aggregator or the supplier. For renewals, I will have at least twenty-one days from the post mark date on the written notice to choose to opt out of the Program, and my return post card or notice that is post marked before the opt out deadline has elapsed shall count as timely sent. The notice will follow the procedures established for the initial opt-out notice set forth in this rule and shall prominently disclose to customers all changes to the terms and conditions associated with the aggregation. I am entitled to opt-out of the government aggregation program at least every two years from the commencement sent date of the Program, without a penalty. If I am in the Program when the Program is renewed and I do not exercise my right to opt-out, I will be continued in the Program.

Rescission Period: I will have 21 days from the post mark date of my opt-out notice to exercise my right to opt-out of my community's Program. If I do not opt-out of the Program, IGS Energy will submit my enrollment to the NGDC and if I am new to the Program or a new customer to IGS Energy I will have 7 business days from the post-mark date of the confirmation notice sent by the NGDC to rescind my enrollment. I can rescind my enrollment by contacting the NGDC in writing or by telephone at the number provided on the confirmation notice within that 7 day period. Otherwise, I can cancel this agreement as detailed below.

Cancellation: Either party can cancel this Agreement within the first 30 days of enrollment with IGS Energy by providing the other with notice of cancellation, with no cancellation fee. At any other time either party can cancel this agreement with notice to the other, without a cancellation fee. 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 Energy for all periods billed with IGS Energy. I understand that if I switch my service to another supplier or back to the NGDC an NGDC switching fee may apply under the NGDC's tariff and the NGDC may charge a price other than the NGDC commodity rate.

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 Energy choice department by phone weekdays from 8:00 a.m. to 8:00 p.m. EST at 1-877-353-0162, by fax 1-800-584-4839, in writing at P.O. Box 9060, Dublin, OH 43017, or through their web site at www.igsenergy.com. Also, I can contact IGS Energy through e-mail at choice@igsenergy.com. If my questions or concerns are not resolved after I have called IGS Energy, 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.occ.ohio.gov.

Billing: For my convenience I will receive only one bill, which will be issued by the NGDC each month and will contain IGS Energy's 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 Energy reserves the right to issue an invoice to me directly, such invoice would contain IGS Energy's gas price and may also contain applicable taxes and all of the NGDC's transportation and other applicable charges. If IGS Energy invoices me directly and I fail to pay within the terms specified on the invoice(s) a late fee of 1.5% per month on all past-due amounts will apply. If IGS Energy bills me directly for services provided, IGS Energy 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 Energy 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 Energy. Other than for operation, maintenance, assignment and transfer of my account or, where IGS Energy is performing billing services, or for commercial collections, IGS Energy 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 Energy is performing billing services, IGS Energy will not disclose my social security number without my affirmative written consent or pursuant to court order. I authorize IGS Energy to obtain my billing payment and usage history from the NGDC.

Assignment: This contract is assignable by IGS Energy 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.

Moving/Termination: I understand that this contract will automatically terminate, without penalty, if I relocate outside my community aggregation Program boundaries, or if the requested service location is not served by the NGDC. Also, I understand that I have the right to terminate this Agreement, without penalty, if I relocate inside the NGDC service territory and the NGDC does not have contract portability and if IGS Energy agrees to allow me to continue. In such instances, I would have to enroll with IGS Energy under a new agreement, as this Agreement is only valid for opt-out government aggregation. I understand that I am not entitled to the pricing or service from IGS Energy hereunder at my new location until such time as the NGDC accepts my enrollment with IGS Energy at my new location and/or transfers my contract to my new location and that the pricing hereunder will not be extended for additional months that I was not with IGS Energy, unless agreed to in writing by IGS Energy. Except as provided in this Agreement, If IGS Energy returns me to the NGDC's sales service, this Agreement will terminate without penalty to me.

Eligibility / Limitation of Liability / Jurisdiction: This Agreement is for residential and small commercial customers that use 5,000 CCF a year and are otherwise eligible for opt-out government aggregation programs. IGS Energy and my community shall use its best efforts to ensure that only eligible customer accounts within its governmental boundaries and customers who have not opted out are included in its aggregation. If ineligible accounts, accounts from outside of the governmental aggregator's governmental boundaries, or accounts for customers who opted out of the aggregation are switched to the governmental aggregation, as soon as IGS Energy is aware of such event the governmental aggregator (or IGS Energy) will promptly contact the natural gas company to have the customer switched back to the customer's former supplier, and will pay any switching fee imposed by the NGDC for such switch. Participation in the program is subject to the rules of the NGDC and the rules established in Ohio Administrative Code 4901:1-28. Customers are sometimes terminated or not enrolled in the program due to NGDC issues. In such instances, I can contact the NGDC to correct the problem and be reinstated or enrolled 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 Energy have any liability for any early termination or for any months that I was unable to participate in the Program. IGS Energy 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 Energy 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.

NOTICE

Return the "Opt-Out" form **only** if you do **not** want to participate in the City of Loveland Natural Gas Aggregation Program.

Return by **APRIL 10, 2015** to:

Natural Gas Governmental Aggregation Program

PO Box 9060

Dublin, Ohio 43017-0960

IGS Energy Natural Gas Aggregation Frequently Asked Questions

What is Governmental Natural Gas Aggregation?

Simply put, it's the entire community joining together to form one large buying group. By voting to allow an aggregation, residents allow their community to shop for natural gas on their behalf.

What are the Benefits of Gas Aggregation?

When residents form one large buying group they have more buying power. The aggregation is in a better position to negotiate favorable pricing and supply terms than what could ordinarily be achieved by any one individual resident.

How does a community become an Aggregator?

The community must first get the approval of voters within the community to form a natural gas aggregation program. Upon a majority vote, community leaders will proceed through a series of steps to become certified as a Governmental Natural Gas Aggregator by the Public Utilities Commission of Ohio.

How do Opt-Out Aggregations work?

The community seeks bids from Certified Retail Natural Gas Service Providers, such as IGS Energy. A qualified bidder is selected to supply the aggregation with its gas for a set period of time. An "Opt-out" notice is sent to each eligible community resident prior to the start of the aggregation. Each resident has 21 days from the postmarked date on the notice to contact the supplier to withdraw or "Opt-Out" of the program. After the 21 day period, any resident not opting out will be submitted to the utility company for enrollment in the program. The utility company will send notice of the pending enrollment to each participating resident. Each resident will then have 7 days to rescind their enrollment in the program by contacting the utility company. After the 7 day rescission period, all participating customers are officially enrolled in the program. IGS Energy will appear as your supplier on your natural gas bill within one to two billing cycles after enrollment is verified by the utility.

Are all residents of the community automatically included in Opt-Out Aggregations?

No. In order to be included you must purchase your natural gas directly from the natural gas utility company. You must also be current on your utility bill payments. Commercial users in the community that consume more than 5000 CCF per year do not qualify. PIPP customers also do not qualify.

Can I enroll after the initial enrollment period?

IGS Energy will always try to accommodate residents should they wish to enroll after the initial enrollment period. However, IGS Energy reserves the right to decline late enrollments depending on market conditions.

What happens if I'm part of the program and I move?

A resident moving within the same community can stay in the aggregation by providing IGS Energy with their new address. If a resident moves out of the community or does not provide IGS Energy their new address, their participation will end and no early termination fee will apply.

Can I leave the program and return to the utility or enroll with a different supplier?

Yes. Residents may leave the program at any time. If you leave the program it may take one to two utility billing cycles before the switch appears on your utility bill.

Does my utility still send my monthly bill?

Yes. Your current service will not change. Your utility will still send you your monthly bill, read your meter and respond to all service calls. IGS Energy will appear on your bill as your natural gas supplier.

Where can I find my monthly price?

Your monthly price will be located on page 2 of your utility bill in the box identified "Explanation of Current Charges". Your natural gas rate per CCF from IGS Energy is itemized following the utility transportation and delivery charges. If you want to know your price before receiving your bill, you can call IGS Energy and ask us what the upcoming month's aggregation price will be for your community.

Please note that the Public Utilities Commission of Ohio website contains an Apples to Apples chart of suppliers for your utility. This site is great for comparison purposes, but is geared towards mass market offers and not specific aggregation rates. If IGS Energy has a monthly variable rate on the Apples to Apples chart, that is a mass market rate and not your aggregation's rate. Please call IGS Energy with any questions about your community's monthly variable rate.

My friend lives in a nearby community and has a different rate from IGS Energy than mine. Why?

Natural gas prices are highly volatile. Market rates change often and quickly. Price differences between communities will vary based primarily on the contract term and the dates on which pricing was secured for the community.

How do I contact IGS Energy?

Our customer service department is open from 8:00 am to 8:00 pm EST Monday through Friday. You may call us toll free at 1-877-353-0162.

Contact us via our website at: www.igsenergy.com