

Customer: _____

Customer Billing Address: _____

Account Number: _____

Agent: _____

Gas Service Agreement Effective Date for Appointment of an Agent: _____

**SOUTHERN INDIANA GAS AND ELECTRIC COMPANY, INC.
D/B/A CENTERPOINT ENERGY INDIANA SOUTH
ACKNOWLEDGEMENT 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 CenterPoint Energy Indiana South, ("Company") and Customer, by which Company 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 Company'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 CenterPoint Energy Indiana South, Tariff for Gas Service, I.U.R.C. No. G-11, ("Company 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 applicable service)

Transport Service

Customer appoints Agent to submit and change sales and transportation nomination information; receive confirmation of nomination activity from Company.

OR

Pooling Service

Customer appoints Agent for Pooling Service ("Pool Operator") from a Company-approved list of such Agents, to manage Customer's gas supply as part of an aggregated pool in accordance with Company'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 Company Gas tariff rate schedules), receive, monitor, and correct imbalances.

View invoices electronically relating to all activity under the Gas Service Agreement(s) (per Company 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), Company 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 Company terminates Customer's appointment.
- Customer may terminate this Acknowledgment for any reason by providing ten business days prior written notice to Company. If Customer is changing Agents, a new Acknowledgment must be completed, signed and returned to Company ten business days prior to the first day of the next month. Further, Company 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 Company Gas Tariff, or any applicable federal or state laws, regulations, or regulatory orders or decisions. Company may terminate this Acknowledgement by providing ten business days prior written notice to Customer for Agent's non-compliance with the Pooling Service Agreement, the Pooling Service Rate Schedule, and/or the nomination and balancing provisions of Appendix E of the Company 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 Company 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 Company for obligations attributable to Customer, Customer remains liable to Company for any and all such obligations.**
- Customer understands that Company 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 Company ten business days prior written notice of Customer's appointment. If Company is unable to initiate service on the first day of the month following the Customer's appointment, Company 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 Company'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, Company 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 Company's "Pooling Service Rate ("Rate 180") Provisions and Requirements"
- If Customer has any delinquencies in Customer's account with Company, those delinquencies must be cured before Customer begins participating in a Pooling Service per Rate 180, unless approved in advance by Company.
- 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 180, as provided in the Company Gas Tariff.
- If either Customer or Company 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 Company, 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 Company 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 Company's approval of that Acknowledgment.

This Acknowledgment constitutes a binding agreement between Company 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: _____