

1700 WESTFIELD DRIVE  
FINDLAY, OH 45840

APPLICATION AND CONTRACT FOR NATURAL GAS SERVICE  
TO COMMERCIAL CUSTOMERS OF KNG ENERGY, INC

419-424-3427  
800-434-3427

I REQUEST NATURAL GAS SERVICE AT THE ADDRESS INDICATED BELOW. I AGREE TO ABIDE BY THE RULES AND REGULATIONS OF KNG ENERGY AND TO PAY THE RATES AND CHARGES IN FORCE AND IN EFFECT PURSUANT TO THE RATE ORDINANCES PASSED BY THE VILLAGE OF KALIDA, OHIO AND/OR ON FILE WITH THE PUBLIC UTILITIES COMMISSION OF OHIO. I GRANT KNG ENERGY THE RIGHT TO INSTALL AND MAINTAIN GAS MAIN DISTRIBUTION FACILITIES AND METERING EQUIPMENT ON MY PREMISES. I UNDERSTAND THE METER SETTING IS MY RESPONSIBILITY AND MUST BE PURCHASED FROM KNG ENERGY. I ALSO AGREE TO INSTALL AND MAINTAIN MY SERVICE LINE AND TO REPAIR ANY AND ALL LEAKS AT MY EXPENSE OR BE DISCONNECTED FROM SERVICE.

Business Name: \_\_\_\_\_ Service Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Billing Address: \_\_\_\_\_  
Phone #: \_\_\_\_\_ (if different than above) \_\_\_\_\_  
Email: \_\_\_\_\_ Pressure needed into Building: \_\_\_\_\_  
Contact in case of Gas Emergency: \_\_\_\_\_ Heating/Cooling Contractor: \_\_\_\_\_  
Emergency Contact Phone #: \_\_\_\_\_ General Contractor: \_\_\_\_\_

List Natural Gas Appliances and Btu Load Information:

| Appliance | Btu   | Appliance | Btu   |
|-----------|-------|-----------|-------|
| _____     | _____ | _____     | _____ |
| _____     | _____ | _____     | _____ |
| _____     | _____ | _____     | _____ |

**This application is made by and between KNG Energy, Inc. (hereinafter "the Company") and Customer as stated above.**

**WITNESSETH:** That in consideration of the promises and mutual covenants contained herein the parties agree as follows:

The Company agrees to furnish to the Customer during the term of this contract, and Customer agrees to take from the Company at the point of delivery located at the address listed above all the natural gas required by the Customer.

The Company shall provide natural gas service and the Customer agrees to pay monthly for this service and for all natural gas used hereunder subjected to and in accordance with the Company's Rules and Regulations Governing the Distribution and Sales of Gas in Unincorporated Areas as set forth in the Company's P.U.C.O. No. 1 tariff on file with and approved by the Public Utilities Commission of Ohio, which Rules and Regulations are made a part of this contract as if fully written herein.

The rates and charges to be charged and collected by the Company for furnishing natural gas service to the Customer shall be as set forth in Ordinance No. 91-22 of the Village of Kalida, Ohio, the provisions of which are made a part of this contract as if fully written herein.

This contract shall govern the provision of natural gas service by the Company to the Customer during the period Ordinance 91-22, of the Village of Kalida, Ohio remains in effect. If no new contract is entered into by the parties governing service rendered after the expiration of Ordinance No. 91-22 the Company may continue to provide service to the Customer pursuant to the terms, conditions, rates, and charges specified by this contract until the parties enter into a new contract or until the Public Utilities Commission of Ohio establishes rates and charges applicable to the service which is the subject of this contract, whichever first occurs.

The Customer may terminate this contract by giving notice to the Company prior to the date of termination. The Customer is responsible for all service supplied to the premises until such notice has been received and the Company has had a reasonable time, not less than three days, to discontinue service.

The Company shall not be liable to the Customer for any loss, injury, or damage resulting from the Customer's use of the natural gas furnished by the Company.

The Customer agrees to convey to the Company such easements, licenses and rights of way over property owned or occupied by the Customer as the Company shall deem necessary for the provision of natural gas service.

It is mutually agreed that all the covenants, provisions, and conditions of this contract shall inure to and be binding upon the successors or assignees of the Customer provided, however, that should the Customer assign its interests and privileges under the terms of this contract without the written consent of the Company, the Customer guarantees for the remainder of the term of the contract, the full performance by the assignee of all covenants and conditions that are to be performed by the Customer.

In Witness Whereof the parties have caused this contract to be duly executed.

\_\_\_\_\_  
Customer  
By \_\_\_\_\_  
KNG Energy, Inc.

\_\_\_\_\_  
Date  
\_\_\_\_\_  
Date

FOR COMPANY USE ONLY

ACCOUNT # \_\_\_\_\_ METER # \_\_\_\_\_ EFFECTIVE DATE FOR SERVICE \_\_\_\_\_ DEPOSIT \_\_\_\_\_