

*Power of Attorney and Agreement  
Chamber Energy Solutions and Toledo Regional Chamber of Commerce Natural Gas  
Purchasing Program*

Know all men by these presents that the undersigned (here in after called "Participant") hereby appoint(s) Chamber Energy Solutions (CES), a subsidiary of Palmer Energy Company located at 241 N. Superior Toledo, Ohio 43604 as Attorney in fact to act in the Participant's capacity to do every act that the Participant may legally do through an Attorney in fact, so it may join a Toledo Regional Chamber of Commerce natural gas program designed to transport and deliver natural gas to the following described. Participant acknowledges that this program will benefit the Toledo Regional Chamber of Commerce.

Facility Location(s): Attach additional sheets for multiple locations to back

_____ Company Representative:		
_____ Company Name:		
_____ Address:		
_____ City:	_____ State:	_____ Zip

The said Attorney in fact is hereby empowered and authorized to take any and all actions necessary to implement and administer this TRCC gas program and in the name of the Participant execute all relevant documents such as natural gas transportation applications and natural gas purchase contracts, provided such contracts do not exceed one year in duration.

The said Attorney in fact is also empowered and authorized to directly receive any and all bills from the Participant's local distribution company (LDC) Columbia Gas of Ohio, Inc. Participant authorizes CES to insert and remove its gas account(s) from various gas supplier aggregation pools at CES's discretion. Participant hereby authorizes CES to execute LDC agreements as necessary. CES shall notify Participant of any changes of supplier.

By executing this Agreement, Participant's natural gas requirements may be grouped together with other companies who are involved in the CES program. CES shall have the authority to redistribute any difference between the quantities stated in the supplier's transaction confirmation with Participant and the Participant's actual use among other CES participants.

The rights, powers and authority of said Attorney in fact herein granted shall commence upon execution of this document and shall remain in effect until rescinded by Participant. The Participant is only obligated to this Program for the length of any hedges.

As a member in the TRCC natural gas program the Participant agrees to pay all appropriate invoices received in the manner described in this document. In addition, the Participant will give CES, and its contracted service provider(s) access to any and all records that helps estimate

natural gas requirements. The Participant will immediately notify the CES and its contracted service provider(s) of any changes in circumstance that could materially effect this usage data, including but not limited to, weather, opening or closing of facilities, damage to existing facilities and conversion to or away from natural gas as an energy source. A program Participant who fails to so notify the CES shall be liable to the program and other program participants for any damages caused by its failure to notify and will be billed accordingly.

The participant understands that the CES will receive an administrative fee of \$0.20 per Mcf for services performed in this program. This fee will automatically be included in Participant's price by the marketer or marketers of natural gas supplying the program. Any fee adjustment shall require additional authorization from the Participant.

The Participant agrees to provide CES with all financial information to evaluate the Participant's eligibility. Such due diligence may include a credit check.

Rejection Notice: CES reserves the right to reject a prospective participant if they are determined to be an unacceptable credit risk. The Participant further understands and agrees that this financial information and credit check will be made available upon request to the natural gas marketer supplying the program at that time. If CES determines the Participant is not an acceptable credit risk, it will notify Participant of such and provide various other alternative(s) to consider.

CES will utilize its best efforts to properly implement and administer this natural gas program. Palmer Energy Company (PECO) will act as consultant for CES. The Participant acknowledges that the CES will provide a good faith effort in natural gas savings and hereby agrees and covenants not to file a lawsuit in any State, Federal or Local Court for any actions or omissions by CES to implement and administer this natural gas program.

\_\_\_\_\_  
Company

Chamber Energy Solutions  
Company

\_\_\_\_\_  
Signature, Title

\_\_\_\_\_  
Signature, Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name, Title

Kirkland E. Mizerek / President  
Printed Name/Title