

**COLUMBIA GAS OF OHIO, INC.  
FULL REQUIREMENTS AGGREGATION SERVICE AGREEMENT  
FOR THE COLUMBIA CUSTOMER CHOICE<sup>SM</sup> PROGRAM**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, between Columbia Gas of Ohio, Inc., an Ohio Corporation, 290 W. Nationwide Blvd., Columbus, Ohio 43215, hereinafter "Company," and \_\_\_\_\_ an \_\_\_\_\_ (state) corporation \_\_\_\_\_ (address), hereinafter "Certified Retail Natural Gas Supplier" (Supplier).

WHEREAS, Supplier has secured firm supplies of natural gas which it intends to supply and sell to gas customers located on Company's system, all within the parameters established by Company for its Customer CHOICE<sup>SM</sup> gas transportation program ("the Program") for residential, small commercial, Human Needs and small industrial firm service customers. Supplier agrees to comply with terms and conditions of Section VII of the Company's tariff, as may be amended from time to time.

WHEREAS, Company is willing and able, pursuant to the terms of this Agreement, to accept gas delivered into its city gate receipt points by Supplier and to redeliver such gas supplies to Supplier's aggregations of customers, which customers have elected transportation service from Company under Section VII of its tariff.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, Company agrees to permit aggregations of customers and Supplier hereby agrees to aggregate in accordance with the following terms and conditions for all aggregations served under this Agreement:

**ARTICLE I  
Definitions**

For purposes of this Agreement, the definitions set forth in Section VII, as may be amended from time to time, shall apply.

**ARTICLE II  
Requirements For Program Participation**

The standards for Supplier's participation in this Program shall be those identified in Section VII of the Company's tariff as amended from time to time. Failure to comply with the tariff requirements may result in the Supplier's suspension or termination from the program in accordance with Section VII of the Company's tariff, as may be amended from time to time.

Customer Choice is a service mark of Columbia Gas of Ohio, Inc. CHOICE is a registered service mark of Columbia Gas of Ohio, Inc.

### **ARTICLE III**

#### **Term**

The term of this Agreement shall commence on the first day of the month after execution hereof and shall continue in effect thereafter for a primary term of twelve (12) months, subject to Supplier's continued compliance with the requirements outlined in Section VII of the Company's tariff, as may be amended from time to time. Thereafter, this Agreement shall continue from month-to-month, unless terminated by either party, upon at least thirty (30) days advance written notice, or unless terminated pursuant to the provisions of the Company's tariff, as may be amended from time to time.

### **ARTICLE IV**

#### **Full Requirements Service**

In exchange for the opportunity to participate in this Program, Supplier agrees to deliver gas to Company on a firm basis, on behalf of Supplier's participating customers. If Supplier fails to deliver gas in accordance with its aggregation customers' full service requirements for natural gas, Company shall supply natural gas temporarily to the affected aggregation customers, and shall bill Supplier in accordance with those tariff provisions set forth in Section VII, as may be amended from time to time.

Columbia shall operate its distribution system in a nondiscriminatory manner, without regard to the confirmed source of supply of the Customer or its Supplier.

### **ARTICLE V**

#### **Supply Co-Management Defined**

Company's aggregation service requires that Supplier, as a participant in the Program, accept supply co-management responsibility as defined hereinafter, as a condition of its participation in this Agreement.

Supplier agrees to deliver firm gas supplies in accordance with those tariff provisions set forth in Section VII of the Company's tariff, as may be amended from time to time, and must agree to pay all charges assessed by Company as set forth in the Company's tariff.

In the event Supplier discovers or determines that it may not be able to deliver gas supplies into Company's designated Pipeline Scheduling Points, as required by the Company's tariff and this Agreement, it shall immediately provide notice by telephone and by fax to Company of such potential failure.

### **ARTICLE VI**

#### **Annual Reconciliation**

Supplier shall also be required to balance on an annual basis as of each March 31st its gas deliveries into Company's system with the actual overall usage levels of each of Supplier's Aggregation Pools, as specified in Section VII of the Company's tariff, as may be amended from time to time.

Imbalances will be eliminated through payment from Columbia to Supplier for excess deliveries at a per Dth price equal to the TCO Monthly Index adjusted for TCO SST retainage, the TCO SST Commodity charge, TCO FSS retainage and the TCO FSS Injection charge. For

any month that the TCO Monthly Index price is not available for the first day, the price for the most recent preceding month will be used.

Imbalances will be eliminated through payment from Supplier to Columbia for under-deliveries. At Supplier's option, the price per Dth of such payments shall be equal to either:

**Option 1.** Cash out = Annual imbalance \* (Sum of TCO Monthly Index Prices For 12-Months/12), or

**Option 2.** Cash out = Twelve month sum of the products Monthly imbalance \* TCO Monthly Index Price

If the Supplier must pay Columbia as a result of under-deliveries, then the payment shall be increased by a factor equal to (1 + Gross Receipts Tax Rate).

Supplier must elect one of the two price options with the execution of this Aggregation Service Agreement. That election will remain in effect each April – March.

	<input type="checkbox"/>	<input type="checkbox"/>
Supplier Selection: (Select One)	<b>Option 1</b> (Annual Cash-out with 12 Month Average rate)	<b>Option 2</b> (Annual Cash-out with Monthly rates)

## ARTICLE VII Customer Billing Options

Supplier may choose from two billing options in rendering a bill to a participating customer in accordance with Section VII of Columbia's tariff, as may be amended from time to time. Supplier may either choose: (1) Company consolidated billing option through which the Company issues the total bill; or, (2) Supplier may bill its portion of the bill with the Company continuing to bill the non-gas cost portion of the bill. Suppliers that elect the consolidated billing option must provide all information needed by the Company, for preparation of bills in a form and format acceptable to the Company. Supplier must elect one of these two options with the execution of this Aggregation Service Agreement. If Option 1 is elected, the Supplier must execute an Accounts Receivable Purchase Agreement prior to commencement of Option 1.

	<input type="checkbox"/>	<input type="checkbox"/>
Supplier Selection: (Select one or both)	<b>Option 1</b> (Consolidated Bill)	<b>Option 2</b> (Separate Bills)

## **ARTICLE VIII**

### **Taxes**

Supplier rates shall exclude all sales taxes. The Company will calculate state and local taxes and add the amount to the gas supply charges in accordance with Section VII of its tariff, as may be amended from time to time.

The Company assumes no responsibility or risk for any misapplication of tax-exempt status to a customer. Supplier shall hold the Company harmless for any assessments, penalties, or risk of any kind whatsoever, related to any misapplication of tax-exempt status to any customer.

## **ARTICLE IX**

### **Rates**

Suppliers that elect the Company's consolidated billing option agree to those terms and conditions set forth Section VII of Company's tariff, as may be amended from time to time.

Supplier is responsible for making the customer whole if it submits an account on the wrong rate or Aggregation Pool, or fails to provide timely rate information to the Company. The Company may, at its option, make the adjustment for the Supplier at an agreed-upon fee.

## **ARTICLE X**

### **Payment to Supplier**

Company shall pay Supplier on a net basis by the 25<sup>th</sup> day of the month following the customer billing for all amounts billed on Supplier's behalf by Company, subject to the offset or recoupment of any amounts owed to Company, as specified in Section VII of the Company's tariff, as may be amended from time to time. Supplier's transportation quantities shall be determined from a Company-provided monthly billing report. The monthly billing report reflects customers' actual billed transport volumes as reported to Supplier, as generated by Company's revenue reporting system.

If a customer switches directly from one Supplier to another in succeeding billing cycles, then the succeeding Supplier will be charged a switching fee, as provided in Section VII of the Company's tariff, as may be amended from time to time. All switching fees shall be summarized on Supplier's aggregation invoice. Such payment to Supplier by Company shall occur regardless of payment or non-payment by the customer.

## **ARTICLE XI**

### **Payment to Company**

Company shall render to Supplier a monthly statement of the quantities delivered and amounts owed by Supplier, if any. All charges owed to Company by Supplier shall be offset against or recouped from amounts owed to Company as set forth in Section VII of the Company's tariff, as may be amended from time to time.

## **ARTICLE XII**

### **Remedies**

Supplier is in default of its obligations under Columbia's Customer CHOICE program if any of the conditions occur and related procedures and charges are set forth in Section VII of the Company's tariff, as may be amended from time to time. In the event of default of Supplier the Company may suspend or terminate Supplier's participation in Columbia's Customer CHOICE Program pursuant to those terms and conditions set forth in Section VII of the Company's tariff, as may be amended from time to time.

In the event that Supplier files a petition for relief under the federal bankruptcy laws, or Supplier's creditors file an involuntary bankruptcy petition, during the term of this Agreement, and this Agreement has not been terminated for non-delivery of gas supplies, then Supplier shall cause a notice to be filed with the federal bankruptcy court having jurisdiction, and within ten (10) days of bankruptcy court's issuance of an order for relief shall take all actions necessary to declare its intentions with regard to assuming or rejecting this Agreement. Failure to file and take the required action within said ten (10) day period will constitute notice that Supplier intends to reject this Agreement.

If this Agreement is terminated due to non-delivery of supplies by Supplier, or if Company is notified of Supplier's intention to reject this Agreement in accordance with federal bankruptcy laws, then Company shall notify Supplier's customers of such termination and shall return all of Supplier's customers to Company's sales service. Company shall also immediately determine whether or not any capacity previously assigned to Supplier must be returned to Company, based upon a determination of its necessity for service to such customers.

## **ARTICLE XIII**

### **Force Majeure**

Neither of the parties hereto shall be liable in damages to the other, except for those conditions identified in Section VII of the Company's tariff, as may be amended from time to time.

## **ARTICLE XIV**

### **Title and Warranty**

Supplier warrants that it will, at the time of place and delivery, have good right and title to all volumes of gas delivered on its behalf, free and clear of all liens, encumbrances, and claims whatsoever, and that it will indemnify and hold the Company harmless for all suits, actions, debts, accounts, damages, costs, losses, or expenses including reasonable attorney fees, arising from or out of the adverse claims of any or all persons relating to or arising from said gas.

## **ARTICLE XV**

### **Limitation of Third Party Rights**

This Agreement is entered into solely for the benefit of Company and Supplier and is not intended and should not be deemed to vest any rights, privileges or interests of any kind or nature to any third party, including, but not limited to the Aggregation Pools that Supplier establishes under this Agreement.

## **ARTICLE XVI**

### **Succession and Assignment**

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto. However, no assignment of this Agreement, in whole or in part, will be made without the prior written approval of the non-assignee party. The written consent to assignment shall not be unreasonably withheld.

## **ARTICLE XVII**

### **Applicable Law and Regulations**

This Agreement shall be construed under the laws of the State of Ohio and shall be subject to all valid applicable State, Federal and local laws, rules, orders, and regulations. Nothing herein shall be construed as divesting or attempting to divest any regulatory body of any of its rights, jurisdiction, powers or authority conferred by law. In the event that any regulatory agency, including but not limited to the Public Utilities Commission of Ohio, does not approve, as filed or in a manner acceptable to Company, the transportation rate schedules under Section VII of the Company's tariff to which this Agreement relates, then this Agreement for Full Requirements Aggregation Service Associated with the Company Customer CHOICE gas transportation program shall be null and void and shall have no effect.

## **ARTICLE XVIII**

### **Notices and Correspondence**

Written notice and correspondence to Company shall be addressed as follows:

Columbia Gas of Ohio, Inc  
Attn: Choice Program Management  
290 W. Nationwide Blvd.  
Columbus, Ohio 43215

Telephone notices and correspondence to Company shall be directed to 614-398-8622. Dispatch notices to Company shall be directed to the above address. Electronic notices to Company shall be directed to [Choice@nisource.com](mailto:Choice@nisource.com)

Written notices and correspondence to Supplier shall be addressed as follows:

Company: \_\_\_\_\_  
Attention/Title: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Telephone number: \_\_\_\_\_  
Email: \_\_\_\_\_

Either party may change its address for receiving notices effective upon receipt, by written notice to the other party.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on the day and

year first above written.

Witness:

Columbia Gas of Ohio, Inc.

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_

Signature: \_\_\_\_\_  
Printed name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_

Supplier Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Printed name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_