

**COLUMBIA GAS OF OHIO, INC.
IMMEDIATE CHOICE ELECTION AGREEMENT
FOR THE COLUMBIA CUSTOMER CHOICESM PROGRAM**

This Immediate Choice Election Agreement (the "Agreement") is entered into between Columbia Gas of Ohio, Inc., an Ohio Corporation, 290 W Nationwide Blvd., Columbus, Ohio 43215, ("Company") and _____ an _____ (state) corporation _____ (address) ("Certified Retail Natural Gas Supplier" or "Supplier"). This Agreement is effective as of _____, 20____.

WHEREAS, Supplier and Columbia have entered into this so as to allow Columbia customers the option to enroll in the Choice Program at the time "connect" service is requested of Columbia; and

WHEREAS, A Supplier that elects to participate in the Immediate Choice Program agrees to service all eligible new customers that also elect to participate in the Program.

THEREFORE, in consideration of the mutual promises and covenants made herein, and with the intent to be legally bound hereby, Columbia and Supplier agree as follows:

1. Allow the customer to name a Supplier that is participating in the Immediate Choice Program.
2. Apply an initial rate that is equivalent to Columbia's monthly Standard Choice Offer (SCO) rate.
3. During the first two billing cycles, the customer may formally enroll directly with a Choice Supplier.
4. Allow Supplier to modify its Immediate Choice Program election once a year in February, to be effective with the April customer billing cycle, or other such time as the parties hereto agree.
5. By execution of this Agreement, Supplier agrees to serve CHOICE customers under Columbia's Immediate Election Service, the Aggregation Agreement and terms and conditions set forth in Company's tariff, each as may be amended from time to time. This Agreement supplements and is subject to all of the provisions of the Aggregation Agreement. The term of this Agreement shall coincide with term of the Aggregation Agreement.
6. Supplier may not assign any of its rights hereunder. Provisions of this Agreement shall be amended, waived or discharged only by a written instrument signed by authorized representatives of both parties. This Agreement may be executed or amended in one or more counterparts, each of which, when so executed and delivered, shall be deemed an original, but all of which together shall constitute one instrument. Facsimile signatures or PDF signatures of the parties on this instrument and any amendment thereto, shall be legally binding. The recitals set forth in this Agreement are an integral part hereof and shall have the same

contractual significance as any other language contained in this Agreement. It is not the intention of the parties in entering into this Agreement to create, nor shall this Agreement be construed as creating, any partnership, joint venture or agency relationship between the parties.

Please send this Immediate Election Agreement and any notice(s) required under the Agreement to:

Choice@nisource.com

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives effective as of the day and year first written above.

Certified Retail Natural Gas Supplier:

Signature: _____

Name: _____

Title: _____

Date: _____

Columbia Gas of Ohio, Inc

Signature: _____

Name: _____

Title: _____

Date: _____