

**COLUMBIA GAS OF OHIO, INC.
ACCOUNTS RECEIVABLE PURCHASE AGREEMENT**

This Agreement made this _____ day of _____, 20_____, (“Agreement”) by and between _____, located at _____ (“Supplier”) and Columbia Gas of Ohio, Inc. (“Company”), 290 W. Nationwide Blvd., Columbus, OH 43215.

WHEREAS, the Company has instituted a service regulated by the Public Utilities Commission of Ohio (“Commission”) pursuant to which it offers gas transportation service to residential, small commercial and industrial customers of the Company (“Customer CHOICESM”);

WHEREAS, the Customer CHOICESM program contemplates, among other things, that (i) the Company’s customers will secure their gas supplies competitively, through a retail natural gas supplier that has been certified by the Commission to supply natural gas in Ohio and is eligible to provide service on the Company’s system (ii) the Company’s customers will continue to use the Company to transport their gas supplies and (iii) the Company is the supplier of last resort;

WHEREAS, the Customer CHOICESM program provides that the Company, at its option, may purchase the accounts receivable from participating suppliers who desire the Company to make such purchases;

WHEREAS, the Supplier is participating in the Customer CHOICESM program, and the Supplier desires to sell and assign to the Company its accounts receivable and the Company has agreed to purchase the Supplier’s accounts receivable in accordance with the terms and conditions hereof;

NOW THEREFORE in consideration of the mutual promises and covenants contained in this Agreement, the Supplier and the Company agree to the following terms and conditions:

1. **Definitions.** The following capitalized terms will have the following meanings when used in this Agreement:
 - a. “**Accounts Receivable**” means the indebtedness and other obligations of any Customer to pay for natural gas provided by Supplier under the Company’s Customer CHOICESM program and delivered on the Company’s distribution system, whether billed or unbilled, including the applicable sales tax, but does not include any Company distribution charges.
 - b. “**Collections**” means, with respect to any Account Receivable, all cash collections and other cash proceeds of such Account Receivable, including, without limitation, all cash proceeds of Related Security with respect to such Receivable.
 - c. “**Customer**” means the Company’s customers who are both participating in the Customer CHOICESM program and who are being provided natural gas by the Supplier. Under no circumstances will the term “Customer” include the Company’s customers who are not participating in the Customer CHOICESM program or who are not being provided natural gas by the Supplier.
 - d. “**Customer Base**” means the entire group of Customers for which the Supplier is

providing natural gas.

- e. “Contract” means a contract between Supplier and a Customer under the Full Requirements Aggregation Service Agreement that complies with all provisions of the Full Requirements Aggregation Service Agreement.
 - f. “Full Requirements Aggregation Service Agreement” means any and all agreements between the Supplier and the Company and/or all applicable tariffs of the Company as approved by the Commission, which govern the relationship between the Supplier and the Company. The Full Requirements Aggregation Service Agreement is hereby incorporated by reference and made part of this Agreement.
 - g. “Related Security” means with respect to any Account Receivable:
 - (i) all security interests or liens and property subject thereto from time to time purporting to secure payment of such Account Receivable, together with all financing statements authorized by a Customer describing any collateral securing such Receivable;
 - (ii) all guaranties, insurance and other agreements or arrangements of whatever character from time to time supporting or securing payment of such Account Receivable; and
 - (iii) all of Supplier’s right, title and interest, if any, in and to all invoices that evidence, secure or otherwise relate to such Account Receivable.
2. Purchases. Under this Agreement, the Company agrees to purchase from the Supplier, and the Supplier agrees to sell and assign to the Company, the Supplier’s Accounts Receivable arising from gas commodity sales to its Customers in accordance with the terms and conditions of this Agreement including the following requirements:
- a. The Company shall make purchases on a daily basis beginning on the commencement date of this Agreement (see Paragraph 3, below) and shall make purchases daily through the remainder of the term of this Agreement. Although the price for each Account Receivable coming into existence after the date hereof shall be owed by the Company to the Supplier on the date such Account Receivable comes into existence, final settlement of the price between the Company and the Supplier shall be effected on a monthly basis as provided in Paragraph 5 with respect to all Receivables coming into existence during the most recently completed billing cycle for each particular Customer. For illustration purposes only, if a Customer’s billing cycle is the fifteenth (15th) day of Month One to the fifteenth (15th) day of Month Two, in Month Two, the Company shall pay for those Customer’s Accounts Receivable that are billed in Month Two.
 - b. Irrespective of Paragraph a. above, in no case shall the Company purchase the Accounts Receivable for any Customer’s indebtedness incurred prior to that Customer’s enrollment with the Supplier. Under no circumstance shall the Company purchase the Accounts Receivable for any Customer or Customers

- who did not participate in the Customer CHOICESM program for the month being purchased.
- c. Supplier warrants that it has good title to all Accounts Receivable delivered to Company hereunder, and that such Accounts Receivable will be free and clear of all liens, encumbrances, and claims whatsoever, and that it will indemnify Company, and save it harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of a breach of such warranty.
 - d. Although it is not the intent of this Agreement to interfere with or otherwise compromise the confidential nature of any information possessed by Supplier, Supplier hereby agrees to provide access at reasonable times and in a reasonable manner to all books, records and other information (including, without limitation data contained in computer programs, tapes, discs, punch cards, data processing software and related property and rights) relating to such Accounts Receivable and only to the extent necessary in the event Company possesses no other reasonably comparable information and therefore needs such access to collect such Accounts Receivable.
3. Term. The initial term of this Agreement shall commence upon the execution date of this Agreement and shall continue through March 31, 20__ (“Initial Term”). After the expiration of the Initial Term, this Agreement shall continue and automatically renew on a year to year basis unless either party provides the other written notice of its desire to cancel the Agreement at least thirty (30) days to the expiration of the Initial Term or any renewal term thereafter. If any person or entity successfully challenges Company’s right to purchase Accounts Receivable through the Public Utilities Commission of Ohio or State or Federal Court, if applicable, or retain amounts collected from Customers as a result of Supplier’s sale and assignment of the Accounts Receivable under this Agreement, or if Supplier is no longer certified to supply natural gas in Ohio or eligible to supply service on the Company’s system, the Company may, at its sole discretion, terminate any further obligation to purchase Accounts Receivable under this Agreement and Company, in any such instance, may upon written notice to Supplier, require Supplier to immediately repurchase, in whole or in part, uncollected Accounts Receivable previously purchased and paid for by the Company hereunder, for the same amount paid by the Company. Notwithstanding the foregoing, the remainder of this Agreement shall remain in full force and effect in the event Company exercises this option.
4. Price. The Company shall purchase the Supplier’s Accounts Receivable at a zero percent (0 %) discount of the total amount billed by the Supplier to its total Customer Base for providing natural gas supplies to the Customer Base for that month. The Company shall calculate the amount due the Supplier by first adding together all of the bills for natural gas sold to Customers in the Supplier’s Customer Base, and then multiplying that total amount (excluding sales tax and late payment charges) by one hundred percent (100%), plus sales tax (if applicable). This calculation methodology shall be effective for all Accounts Receivable purchases made during the initial term as well as all subsequent terms of this Agreement.
5. Payment. Beginning with Accounts Receivable purchased from the commencement of the term of this Agreement (see Paragraph 3, above), and

continuing on a monthly basis for the remainder of the term, Supplier directs the Company to make payment to it for the Accounts Receivable being purchased by the twenty-fifth (25th) of the month following the last unit billed in the final billing cycle of each month. Subject to the provisions of Paragraphs 3, 8, and 10, said monthly payment shall be made to the Supplier by the Company regardless of whether any particular Customer or Customers in the Supplier's Customer Base pays their bill(s).

6. Sales Tax Responsibility/Indemnification. The Supplier has the responsibility for identification of the sales tax status of its Customers including, but not limited to: 1) the collection and maintenance of certificates of exemption; 2) the identification of governmental Customers exempt from sales tax, but not required to submit certificates of exemption; 3) the submission to the Company via electronic means (as defined by the Company) of information related to the Customers' sales tax exemption status; 4) the installation and maintenance of equipment and software required to code Customers as being exempt from sales tax for submission to the Company's electronic data file system; and 5) the processing of retroactive adjustments of bills and pass back of refunds where Customers were exempt from the payment of sales tax, but exemptions were not timely recognized. The Company assumes no responsibility or liability for the Supplier's misapplication of tax-exempt status to a Customer. Supplier shall release, waive and hold the Company harmless for any assessments, penalties, liabilities or claims of any kind whatsoever, related to the Supplier's misapplication of tax-exempt status to any Customer. The Supplier is responsible for the payment to the State of Ohio of all sales taxes on gas costs billed by the Company on behalf of the Supplier for the sale of volumes by that Supplier through Company's Customer CHOICESM program. The Supplier shall release, waive and hold the Company harmless for any assessments, penalties, liabilities or claims of any kind whatsoever, related to the Supplier's proper and timely reporting and remitting of sales tax collections to the State of Ohio. To the fullest extent allowed by law, Supplier shall defend, indemnify, and hold the Company harmless from any and all costs, claims, damages, fines, taxes and any penalties and interest thereon, relating in any way to: (i) the Company's reliance on information or directives provided by Supplier to the Company, or (ii) the Company's collection or remittance or failure to collect or remit sales taxes on Supplier's behalf, or (iii) the failure of Supplier to satisfy its tax obligations related to the sale of natural gas. The Company is only responsible for Ohio sales tax deficiencies and audits regarding the Company's charges directly related to its distribution of the natural gas commodity to the Customer. The obligations of Supplier to defend, indemnify and hold the Company harmless shall survive the termination or expiration of this Agreement.
7. Late Payment Fees. The Company shall be entitled to collect and retain from the Customers any and all late payment fees specified in the tariff.
8. Adjustments. The Company reserves the right to adjust the Supplier's account with regard to Accounts Receivables purchases for up to two (2) years after the original billing date for any individual Customer's bill at issue for accounting or billing errors, Customer billing disputes, or any other necessary or appropriate adjustment.

9. Additional Actions. Supplier agrees to provide Company with any additional documents and take any additional steps that Company may request to perfect Company's interest in the Accounts Receivable being sold and assigned to Company pursuant to this Agreement, and Supplier hereby authorizes the filing of UCC-1 financing statements to perfect the Company's interest.
10. Right of Set-Off. If the Supplier owes the Company any sum under this Agreement or any other arrangement whatsoever, the Company shall have the rights of recoupment and set-off, with respect to any payments for Accounts Receivable purchased, as against all amounts owed to the Company by Supplier. In calculating the payment due the Supplier under this Agreement, said amounts owed by Supplier to the Company shall be deducted from the amount to be paid to the Supplier (see Paragraph 4).
11. Binding Agreement. This Agreement shall be binding upon the parties hereto, their heirs, executors, administrators, successors, and assigns.
12. Assignment. This Agreement may be assigned only with the prior written consent of the Company.
13. Notice and Payments. All notices to and payments to Supplier which are provided for in this Agreement shall be duly delivered to the post office address as follows:

Supplier

Supplier's legal name: _____
 Address: _____
 Contact Name: _____
 Telephone number: _____
 Email: _____

14. Governing Law. This Agreement is entered into in and shall be construed in accordance with the laws of the State of Ohio, without regard to its choice of law principles. The parties hereto agree that any and all actions, suits or claims with respect to this Agreement shall be brought in a state or federal court located in the State of Ohio or before the Commission, if appropriate. This Agreement shall not be interpreted either more or less favorably toward any party by virtue of the fact that such party or its counsel was responsible or principally responsible for the drafting of all or a portion hereof.
15. Amendment/Waiver. Provisions of this Agreement shall be changed, waived, discharged or terminated only by an instrument in writing signed by authorized representatives of all parties. Notwithstanding any other provision to the contrary, no waiver by a party of any default of any of the obligations contained in this Agreement to be performed by another party shall be construed as a waiver of any succeeding default or breach of the same, or any other obligation or condition.
16. Headings. All headings contained in this Agreement are for convenience only and shall not, in any way, affect the meaning of any provision hereof.

17. Counterparts. 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.
18. Signatures. Facsimile signatures of the parties on this instrument and any amendment thereto, shall be legally binding.
19. Invalid or Unenforceable Provisions. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid such provision shall be deemed modified so as to be no longer invalid and, all of the remaining provisions of this Agreement shall remain in full force and effect.
20. Recitals. 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.
21. No Joint Venture. Nothing in this Agreement shall be deemed to constitute a joint venture, partnership, corporation or any other entity taxable as a corporation or otherwise.
22. True Sale. The Company and Supplier have structured this Agreement with the intention that each purchase of Accounts Receivable hereunder be treated as a sale of such Accounts Receivable by Supplier to the Company. In the event that, contrary to the mutual intent of the Company and Supplier, any purchase of Accounts Receivable under the Accounts Receivable Purchase Agreement is not characterized as a sale, Supplier shall, effective as of the date hereof, be deemed to have granted (and the Supplier hereby does grant) to the Company a first priority security interest in all of Supplier's right, title and interest in and to all Accounts Receivable, whether now owned and existing or hereafter acquired or arising, all Related Security and Collections with respect thereto and, to the extent not included in the foregoing, all proceeds of any and all of the foregoing. Supplier acknowledges and agrees that the security interest granted herein attaches at the time of delivery of gas to the Customer.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on the day and year first above written.

Supplier Name: _____
Address: _____

Columbia Gas of Ohio, Inc
290 W Nationwide Blvd.
Columbus, OH 43215

Signature: _____
Name: _____
Title: _____

Signature: _____
Name: Kylia Davis
Title: Manager Choice &
Transportation Support Services

Date: _____

Date: _____