

**COLUMBIA GAS OF OHIO, INC.  
CONTRACT PORTABILITY ELECTION AGREEMENT  
FOR THE COLUMBIA CUSTOMER CHOICE<sup>SM</sup> PROGRAM**

This Contract Portability 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 Agreement to supplement the terms of the Full Requirements Aggregation Agreement they have entered into ("Aggregation Agreement"), so as to allow Columbia CHOICE customers who transfer natural gas service from one address to another, within Columbia's service territory, to have the ability to transfer their existing CHOICE contract to their new service address; and

WHEREAS, Supplier under this Agreement elects to serve all active CHOICE customers within the Columbia service territory, which includes those customers residing in all of Columbia's Pipeline Scheduling Point, but excludes from such services customers who are currently enrolled in a Governmental Aggregation contract.

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. At the customer's request Columbia shall transfer an active CHOICE contract from the customer's finaled account to the new account within the Columbia service territory.
2. Customer must elect the Contract Portability service during the request for transfer of billing, and must be an active CHOICE customer at the time of the request.
3. Columbia shall provide Supplier the old and new customer account information through an electronic data file.
4. Supplier shall update its customer records and provide CHOICE service to the customer's new account under the terms of the customer's CHOICE agreement at the old address.
5. CHOICE contract(s) may temporarily overlap between old and new customer service addresses as a result of the transfer of service.
6. Upon written notice to Columbia, Supplier may modify its Contract Portability election once a year in February, to be effective with the April customer billing cycle, or other such time as the parties hereto agree.
7. By execution of this Agreement, Supplier agrees to serve CHOICE customers under Columbia's Contract Portability 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, unless modified as provided in Section 6 above.

8. 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 Contract Portability 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:  
Supplier Name: \_\_\_\_\_

Columbia Gas of Ohio, Inc

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

Signature: \_\_\_\_\_  
Name: Kylia Davis

Title: \_\_\_\_\_

Title: Manager Choice & Transportation Support Services

Date: \_\_\_\_\_

Date: \_\_\_\_\_