

**COLUMBIA GAS OF VIRGINIA, INC.
COMPETITIVE SERVICE PROVIDER SERVICE AGREEMENT**

This Agreement is made and entered into this _____ day of _____, 20____, between Columbia Gas of Virginia, Inc., 1809 Coyote Drive, Chester, Virginia 23836, a Virginia public service corporation, (hereinafter "Company"), and _____, a(n) _____ corporation _____ (hereinafter "CSP").

WHEREAS, CSP has been duly licensed by the Virginia State Corporation Commission ("SCC").

WHEREAS, CSP has secured firm supplies of natural gas which it intends to supply and sell to gas Customers located on the Company's system, all within the parameters established by the Company for its Residential Transportation Service (RTS), Small General Transportation Service (SGTS), Unmetered Gas Light Transportation Service (UGLTS), and Air Conditioning Transportation Service (ACTS) ("Applicable Rate Schedules") Customers; and

WHEREAS, Company is willing and able, pursuant to the terms of this Agreement, to accept gas delivered into its city gate receipt points designated by the Company, by CSP, and to redeliver such gas supplies to CSP's Customers, all of whom have elected transportation service from the Company under one or more of its Applicable Rate Schedules;

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, Company agrees to permit CSP to commence service under Rate Schedule CSPS – Competitive Service Provider Service and CSP hereby agrees to take such service in accordance with the following terms and conditions:

Section 1. Service to be Rendered. In accordance with the provisions of Rate Schedule CSPS, the Applicable Rate Schedules and General Terms and Conditions, on file with the SCC, and the terms and conditions herein contained, Company shall provide a service that allows CSP to deliver to Company, on an aggregated basis, those natural gas supplies that are sufficient to satisfy the requirements of the one or more transportation customers that comprise the membership of the CSP's Customer Group.

Section 2. Term. The term of this Agreement shall commence on the first day of the month after execution hereof and, subject to CSP's continued compliance with the requirements set forth herein for participation in this program, shall continue in effect thereafter for a primary term of twelve (12) months. Thereafter, this Agreement shall continue from month-to-month, unless terminated by either party, upon at least ninety (90) days advance written notice or as otherwise provided in applicable provisions of the Company's Tariff or the SCC Rules Governing Retail Access to Competitive Energy Services, 20 VAC 5-312-10 et seq. ("SCC Retail Access Rules").

Section 3. Billing Options. In accordance with the billing options as provided in Rate Schedule CSPS, the CSP hereby elects to

- (1) Have the Company issue the total bill; or
- (2) Have the Company bill for only the non-gas cost portion of the bill; or
- (3) Negotiate a customized billing service with the Company.

PLEASE SELECT ONE OF THE NUMBERS LISTED ABOVE.

Section 4. Mandatory Capacity Assignment. Under the terms of Rate Schedule CSPS, capacity assignment is mandatory. The Company shall make an assignment of capacity for the CSP's Customer Group, as set forth in the Gas Supply Operations Plan.

Section 5. Succession and Assignment. This Agreement shall inure to and be binding upon the successors and assigns, survivors and executors or administrators as the case may be, of the original parties thereto, respectively, for the full term thereof. However, no Service Agreement may be assigned or transferred without the written consent of or approval of the Company, which shall not be unreasonably withheld. No assignment of this Agreement shall relieve the assigning party of any of its obligations under this Agreement until such obligations have been assumed by the assignee. Notwithstanding the foregoing, Company may assign any or all of its rights and obligations under this Agreement, without CSP's consent, to any entity succeeding to all or substantially all of the transmission and distribution facilities of Company, or any affiliated entity of Company that acquires the properties of the Company used in rendering service to CSP's Customers, if such assignee agrees, in writing, to be bound by all of the terms and conditions hereof, and provided that any necessary regulatory approvals are obtained. Either CSP or Company may assign or pledge this Agreement between them under the provisions of any mortgage, deed of trust, indenture or similar instrument that it has executed or may execute hereafter; provided, however, such mortgage, deed of trust, indenture or similar instrument shall cover the properties of such party as an entirety unless such party is an affiliated successor in interest as referenced above. In no event shall any party be relieved of its obligations of confidentiality incurred pursuant to this Agreement.

Section 6. Applicable Law and Regulations. This Agreement shall be construed under the laws of the Commonwealth of Virginia 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.

Section 7. Notices and Correspondence. Unless otherwise stated herein, in Rate Schedule CSPS, or in the Applicable Rate Schedules, all notices, demands or requests required or permitted under this Agreement shall be in writing and shall be personally delivered or sent by overnight mail or courier service, or by facsimile or email transmission (with the original transmitted by overnight mail or courier service). Written notices and correspondence shall be directed to Company as follows:

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

Email: Choice@nisource.com

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

Company: _____
Attention/Title: _____
Mailing Address: _____
Telephone: _____
Email: _____

Either party may change its address, telephone, facsimile or email information for receiving notices effective upon receipt, by written notice to the other party. In addition, CSP, as part of its registration process with Company, shall provide the above-listed information for CSP's registered agent in Virginia and for appropriate points of contact to address operational, business coordination and customer account issues, to the extent those points of contact are different than the above-named recipient of written notices and correspondence.

Section 8. Change in Applicable Legal Authorities. This Agreement is subject to change in the future to reflect any relevant changes required by the SCC or other state agency having jurisdiction, or by virtue of any federal, state, or local law, order or regulation, and such changes shall be deemed to be binding upon the parties, except where the right to terminate is exercised in accordance with the terms of this Agreement.

Section 9. Indemnification.

- (a) Indemnification. To the fullest extent permitted by law, CSP shall defend, indemnify, and hold harmless Company from and against any and all claims and/or liabilities for losses, expenses, damage to property, injury to or death of any person, including Company's employees or any third parties, or any other liability incurred by Company, including reasonable attorneys' fees, relating to performance under this Agreement, except to the extent that a court of competent jurisdiction determines that the losses, expenses or damages were caused wholly or in part by any grossly negligent or willful act or omission of the Company.
- (b) Survival of Indemnification. CSP's obligation to defend, indemnify and hold harmless shall survive termination of this Agreement, and shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CSP under any statutory scheme, including any Workers Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts.

Section 10. Miscellaneous Provisions.

- (a) This Agreement shall not be interpreted or construed to create an association, joint venture, or partnership between the parties, or to impose any partnership obligation or

liability upon either party. Neither party shall have any right, power, or authority to enter any agreement or undertaking for, or on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other party.

- (b) Cancellation, expiration or early termination of this Agreement shall not relieve the parties of obligations that by their nature survive such cancellation, expiration or termination, including, without limitation, payment of any amounts due, warranties, remedies, promises of indemnity and confidentiality.
- (c) Should any provision of this Agreement be held invalid or unenforceable, such provision shall be invalid or unenforceable only to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable any other provision hereof, unless it materially changes the Agreement of the parties.
- (d) Each of the parties hereto acknowledges that it has read this Agreement, Virginia Code Section 56- 235.8, and the SCC's Rules Governing Retail Access to Competitive Energy Services (20 VAC 5- 312-10 et seq.) and agrees to be bound by their terms. This Agreement is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are hereby abrogated and withdrawn.

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

Attest
 Signature: _____
 Name: _____

Columbia Gas of Virginia, Inc.
 Signature: _____
 Printed name: _____
 Title: _____
 Date: _____

Attest
 Signature: _____
 Name: _____

CSP
 Signature: _____
 Printed name: _____
 Title: _____
 Date: _____