

COLUMBIA GAS OF MARYLAND, INC.
AGENT AGGREGATION AGREEMENT
FOR TRANSPORTATION SERVICE

This Agreement is made and entered into this _____ day of _____, 20_____, between Columbia Gas of Maryland, Inc., 121 Champion Way, Suite 100 , Canonsburg, PA 15317, hereinafter "Company," and _____ a(an) _____ (state) corporation at _____ (address), hereinafter "Aggregation Agent", or "Agent".

WHEREAS, Agent 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 Transportation Service. Agent agrees to comply with all applicable terms and conditions specified in the Rules and Regulations Governing the Distribution and Sale of Gas also referred to as the Columbia Gas of Maryland Tariff ("Columbia Tariff") and the Transportation Service Rules ("TSR") contained therein, 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 Agent and to redeliver such gas supplies to Agent's Aggregation Nomination Group of customers, which customers have elected Transportation Service from the Company in the manner specified in Columbia's Tariff.

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

ARTICLE I

Definitions

For purposes of this Agreement, the terms "Aggregation", "Aggregation Nomination Group", "Distribution Service (also referred to as Transportation Service)", "Seasonal Flow Orders (SFOs)", "Operational Flow Orders (OFOs)", "Operational Matching Orders (OMOs)", and "Aggregation Agent" shall be defined as set forth in the Rules and Regulations Governing the Distribution and Sale of Gas in the Columbia Tariff as may be amended from time to time, shall apply.

ARTICLE II

Term

The term of this Agreement shall commence on the first day of the month after execution by the Company hereof and, subject to Agent's continued compliance with the requirements as specified in the Columbia Tariff, as may be amended from time to time, for participation in this program and 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. However, Agent may not terminate this Agreement during a winter month (November through March); unless such winter termination is agreed to in writing by the Company.

Agent shall be required to incorporate sufficient flexibility into its agreements with its end-user customers that it serves, so that the operation of the above provision will not contravene end-user customers' rights under those agreements.

In the event the Agent elects to terminate this Agreement, it must do so as specified in the Rules and Regulations Governing the Distribution and Sale of Gas section of the Columbia Tariff.

ARTICLE III

Requirements for Transportation Service Participation

The standards for an Agent to provide natural gas supply services on the Company's system shall be the creditworthiness standards specified in the Rules and Regulations Governing the Distribution and Sale of Gas section of the Columbia Tariff.

Company will maintain a list of suppliers who have met the Program's financial and performance requirements. This list will be made available to customers upon request.

ARTICLE IV

Aggregation Service

"Aggregation Service" shall have the same definition as contained in the Company's Rules and Regulations Governing the Distribution and Sale of Gas.

ARTICLE V

Supply Management

In the event Agent discovers or determines that it may not be able to deliver gas supplies into the Company's designated city gate receipt points, as required by this Agreement, it shall immediately provide notice by telephone and by facsimile to Company of such potential failure.

ARTICLE VI

Billing and Charges

Billings and charges shall be as specified in the Rules and Regulations Governing the Distribution and Sale of Gas section of the Company's Tariff.

ARTICLE VII

Payment

The Company shall render to Agent a monthly statement of the quantities delivered and amounts owed by Agent, if any. Payment terms of such statement shall be governed by the provisions as specified in the Rules and Regulations Governing the Distribution and Sale of Gas section of the Columbia Tariff. "Failure to pay is a material breach" and the Agent shall comply with the provisions as specified in the Rules and Regulations Governing the Distribution and Sale of Gas section of the Columbia Tariff.

ARTICLE VIII

Remedies

In the event of default of Agent under this Agreement or the Columbia Tariff, the Company may suspend or terminate Agent's participation in Transportation Service pursuant to those terms and conditions set forth in the Rules and Regulations Governing the Distribution and Sale of Gas section of the Columbia Tariff, as may be amended from time to time.

Bankruptcy of the Agent is deemed to be an incident of default. In the event of an uncured breach, the Company may offset any and all amounts owed to it by the Agent against any and all amounts owed by the Company to the Agent, including without limitation, charges for imbalance gas sold by the Company, out of period adjustments to the Agent's account, amounts owed to the Agent for bank balances, and amounts owed to the Company including, but not limited, SFO, OFO,

or OMO charges.

In the event that Agent files a petition for relief under federal bankruptcy laws, or Agent'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 Agent shall cause a notice to be filed with the federal bankruptcy court having jurisdiction, and within ten (10) days of the 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 Agent intends to reject this Agreement.

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

ARTICLE IX

Force Majeure

Neither of the parties hereto shall be liable in damages to the other, except for those conditions identified in the Columbia Tariff, as may be amended from time to time.

ARTICLE X

Limitation of Third Party Rights

This Agreement is entered into solely for the benefit of the Company and the Agent 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 customer group that Agent establishes under this Agreement.

ARTICLE XI

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. Such written consent to assignment shall not be unreasonably withheld.

ARTICLE XII

Applicable Law and Regulations

This Agreement shall be construed under the laws of the State of Maryland 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 court or regulator agency shall determine that any portion of this Agreement is invalid or unenforceable, or interprets any provision of this Agreement in a manner that is unacceptable to Company, then this Agreement shall be null and void and shall have no effect.

ARTICLE XIII

Notices and Correspondence

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

Columbia Gas of Maryland, Inc.
c/o NiSource Corporate Services Company
Debbie Vair, Manager, Gas Transportation and Sales Support
290 W, Nationwide Blvd.
Columbus, OH 43215

Telephone notices to Company shall be directed to (614) 460-4844. Facsimile notices to Company shall be directed to (614) 460-8447.

Written notices and correspondence to the Agent shall be addressed as follows:

Company:_____

Attention/Title:_____

Mailing Address:_____

City, State, ZIP:_____

Telephone notices to the Agent shall be directed to ()_____

Email notices to the Agent shall be directed to _____

Fax notices to the Agent shall be directed to ()_____

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:

Signature

COLUMBIA GAS OF MARYLAND, INC.

BY: _____
Signature

Date: _____

WITNESS:

Signature

AGENT:

BY: _____
Signature

Printed Name & Title

Date: _____