

COLUMBIA GAS OF PENNSYLVANIA, INC.  
NATURAL GAS SUPPLIER DISTRIBUTION SERVICE AGGREGATION AGREEMENT  
FOR GENERAL DISTRIBUTION SERVICE

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between Columbia Gas of Pennsylvania, Inc., 121 Champion Way, Suite 100, Canonsburg, PA, 15317 hereinafter "Company," and \_\_\_\_\_ a(an) \_\_\_\_\_ (state) corporation \_\_\_\_\_ (address), hereinafter "Natural Gas Supplier" or "Supplier".

WHEREAS, Supplier 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 General Distribution Service. Supplier agrees to comply with all applicable terms and conditions specified in the Rates and Rules for Furnishing Gas Service also referred to as the Columbia Gas of Pennsylvania Tariff ("Columbia Tariff") and the Rules Applicable to Distribution Service 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 Supplier and to redeliver such gas supplies to Supplier's Aggregation Nomination Group of customers, which customers have elected General Distribution 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 Supplier 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," "Default," "General Distribution Service," "General Distribution Aggregation Service," "Seasonal Flow Orders (SFOs)", "Operational Flow orders (OFOs)", "Operational Matching Orders (OMOs)", and "Natural Gas Supplier" shall be defined as set forth in the Rules Applicable to Distribution Service of 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 Supplier'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, Supplier may not terminate this Agreement during a winter month (November through March); unless such a winter termination is agreed to in writing by the Company.

Supplier 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 NGS elects to terminate this Agreement, it must do so as specified in the Rules Applicable to Distribution Service section of the Columbia Tariff.

### **ARTICLE III**

#### **Requirements For General Distribution Service Participation**

The standards for an NGS to provide natural gas supply services on the Company's system shall be the creditworthiness standards as specified in the Rules Applicable to Distribution Service 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 Applicable to Distribution Service.

### **ARTICLE V**

#### **Supply Management**

In the event Supplier 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**

Billing and charges shall be as specified in the Rules Applicable to Distribution Service section of the Company's tariff.

## **ARTICLE VII**

### **Payment**

The Company shall render to Supplier a monthly statement of the quantities delivered and amounts owed by Supplier, if any. Payment terms of such statement shall be governed by the provisions as specified in the Rules Applicable to Distribution Service section of the Columbia Tariff. "Failure to pay is a material breach" and the Supplier shall comply with the provisions as specified in the Rules Applicable to Distribution Service section of the Company's tariff.

## **ARTICLE VIII**

### **Remedies**

In the event of default of Supplier under this Agreement or the Columbia Tariff, the Company may suspend or terminate Supplier's participation in General Distribution Service pursuant to those terms and conditions set forth in the Rules Applicable to Distribution Service of the Columbia Tariff, as may be amended from time to time.

Bankruptcy of the Supplier 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 Supplier against any and all amounts owed by the Company to the Supplier, including without limitation, charges for imbalance gas sold by the Company, out of period adjustments to the Supplier's account, amounts owed to the Supplier for bank balances, and amounts owed to the Company including, but not limited, SFO, OFO, or OMO charges.

In the event that Supplier files a petition for relief under federal bankruptcy laws, or Supplier'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 Supplier 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 Supplier intends to reject this Agreement.

If this Agreement is terminated due to non-delivery of supplies by Supplier, or if the Company is notified of Supplier's intention to reject this Agreement in accordance with federal bankruptcy laws, then Company shall notify Supplier's customers of such termination and shall

return all of Supplier's customers to Company's system supply. Company shall also immediately determine whether or not any capacity previously assigned to Supplier 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 Supplier 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 Supplier 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 Commonwealth of Pennsylvania 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 regulatory 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 Pennsylvania, 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 Supplier shall be addressed as follows:

Company: \_\_\_\_\_

Attention/Title: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State, ZIP: \_\_\_\_\_

Telephone notices to the Supplier shall be directed to ( ) \_\_\_\_\_

Email notices to the Supplier shall be directed to \_\_\_\_\_

Fax notices to the Supplier 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:

COLUMBIA GAS OF PENNSYLVANIA, INC.

\_\_\_\_\_  
Signature

BY \_\_\_\_\_  
Signature

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

WITNESS:

\_\_\_\_\_  
Signature

SUPPLIER: \_\_\_\_\_

BY \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name & Title

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