

**COLUMBIA GAS OF VIRGINIA, INC.  
AGGREGATION SERVICE AGREEMENT  
(ASA)**

**ANG #** \_\_\_\_\_

This **Agreement** is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between Columbia Gas of Virginia, Inc., 1809 Coyote Drive, Chester, Virginia 23836, a Virginia public service corporation, hereinafter "Company," and \_\_\_\_\_ a(an) \_\_\_\_\_ corporation \_\_\_\_\_, hereinafter "Agent."

**WHEREAS**, Agent: has secured supplies of natural gas which it intends to supply and sell to gas customers located on the Company's system, all within the operating parameters established by the Company and subject to the terms and conditions of the Company's applicable tariffs including Rate Schedule AS and BBS, ;

**WHEREAS**, Company is willing and able, pursuant to the terms of this Agreement, to accept gas delivered into its city gate receipt points by an Agent and to redeliver such gas supplies to Agent's customers, all of whom have elected transportation service from the Company under Rate Schedule BBS;

**WHEREAS**, an Agreement between Company and Agent is needed for Agent to register with Company and to engage in the provision of aggregation service to Company's industrial and commercial customers taking service under Rate Schedule BBS;

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this Agreement, Company agrees to permit Agent to commence service under Rate Schedule AS and Agent 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 the Rate Schedule AS on file with the Virginia State Corporation Commission ("SCC"), and the terms and conditions herein contained, Agent shall deliver to Company, on an aggregated basis, those natural gas supplies that are needed to satisfy the requirements of the Rate Schedule BBS Customers that comprise the membership of the Agent's Aggregation Nomination Group ("ANG").

**Section 2.     Incorporation of Tariff Provisions.** This Agreement expressly incorporates by this reference all of the terms and conditions governing the Company's Rate Schedule AS and Rate Schedule BBS, the Company's General Terms and Conditions of Service, and such other rules, regulations and Tariff provisions as may be applicable to Agent's served under Rate Schedule AS, as may be applicable from time to time. In all events, the terms and conditions of Company's applicable Rate Schedule(s) shall be controlling to the extent inconsistent with the Company's General Terms and Conditions.

**Section 3.     Term.** The term of this Agreement shall commence on the first day of the month after execution hereof and, subject to Agent's continued compliance with the requirements outlined herein shall continue in effect thereafter for a primary term of twelve (12) months. Thereafter, this Agreement shall continue from month-to-month, unless and until terminated by either party, upon at least ninety (90) days advance written notice.

**Section 4.     Subject to Operating Conditions.** Company's obligation to render service hereunder is subject to such operating conditions and service restrictions as may exist on its system from time to time including, but not limited to, operational requirements, interruptions and curtailments as described in the applicable Rate Schedule(s) and General Terms and Conditions.

**Section 5.     Requirements for Participation.** The standards for participation shall be the requirements as described in Rate Schedule AS, the Company's General Terms and Conditions, and other rules, regulations and tariff provisions as may be applicable.

**COLUMBIA GAS OF VIRGINIA, INC.**  
**AGGREGATION SERVICE AGREEMENT**  
**(ASA)**  
**(continued)**

**Section 6. 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 7. Limitation of Third Party Rights.** Except as otherwise contemplated herein and in Rate Schedule AS, this Agreement is entered into solely for the benefit of the Company, the Agent, and those Customers comprising the ANG and is not intended and should not be deemed to vest any rights, privileges or interests of any kind or nature to any other party.

**Section 8. 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, assignment of this Agreement, in whole or in part, will not be made without the prior written approval of the non-assigning party. The written consent to assignment 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 Agent'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 Agent's ANG, 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 Agent 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 9. 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 10. No Prejudice of Rights.** No term or condition of this Agreement shall be deemed to have been waived and no breach excused unless such waiver or consent to excuse is in writing and signed by the party claimed to have waived or consented to excuse. The failure of either party to insist in any one or more instances upon strict performance of any provisions of this Agreement, or to take advantage of any of its rights hereunder, shall not be construed as a waiver of any such provisions or the relinquishment of any such right or any other right hereunder, which shall remain in full force and effect.

**Section 11. Indemnification.**

- (a) Indemnification. To the fullest extent permitted by law, Agent 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.

**COLUMBIA GAS OF VIRGINIA, INC.  
AGGREGATION SERVICE AGREEMENT  
(ASA)**

- (b) Survival of Indemnification. Agent'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 Agent under any statutory scheme, including any Workers Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts.

**Section 12. Customer Acknowledgement of Service.** Each Customer to be included in the ANG to be established pursuant to this Agreement shall execute an Acknowledgement of Service as a participant in the ANG in the form provided as Attachment 1 to this Agreement. Separate Attachments will be required for multiple service locations.

**Section 13. Notices and Correspondence.** Any notices, except those relating to billing, or restriction, interruption, or curtailment of service, required or permitted to be given hereunder or pursuant to Rate Schedule AS, other applicable Rate Schedule, or Company's General Terms and Conditions shall be effective only if delivered personally to an officer or authorized representative of the party being notified or, if by mail, by certified mail. Written notices, correspondence and discrepancies shall be directed to the Company as follows:

Columbia Gas of Virginia, Inc.  
Address : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
Email: \_\_\_\_\_

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

Company Name: \_\_\_\_\_  
Address : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
Email: \_\_\_\_\_

Either party may, by written notice to the other party, change its address, telephone or facsimile or email information for receiving notices effective upon receipt by the other party. In addition, Agent, as a part of its registration process with Company, shall provide the name, address, telephone, facsimile, and email address information for Agent's registered agent for service of process in Virginia and for appropriate internal 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 14. 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.

**COLUMBIA GAS OF VIRGINIA, INC.  
AGGREGATION SERVICE AGREEMENT  
(ASA)  
(continued)**

- (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 and agrees to be bound by its terms.

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

ATTEST:

COLUMBIA GAS OF VIRGINIA, INC.

\_\_\_\_\_  
(Signature)

BY \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print)

BY \_\_\_\_\_  
(Print)

ATTEST:

AGENT/ELIGIBLE CUSTOMER

\_\_\_\_\_  
(Signature)

BY \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print)

BY \_\_\_\_\_  
(Print)