

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

ANG # _____

This **Agreement** is made and entered into as of the ____ day of _____, 20____, between Columbia Gas of Virginia, Inc., 9001 Arboretum Parkway, P. O. Box 35674, Richmond, Virginia 23235-0674, hereinafter "Company," and _____ a(an) _____ corporation _____, hereinafter "CSP/Eligible Customer."

WHEREAS, CSP/Eligible Customer 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 tariffs including Rate Schedule AS and, to the extent applicable, Rate Schedule TS-3 and TS-4.

WHEREAS, Company is willing and able, pursuant to the terms of this Agreement, to accept gas delivered into its city gate receipt points by a Competitive Service Provider ("CSP")/Eligible Customer and to redeliver such gas supplies to CSP's customers or Eligible Customer's service locations, all of whom have elected transportation service from the Company under its Rate Schedule TS-3 and TS-4.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, Company agrees to permit CSP/Eligible Customer to commence service under Rate Schedule AS and CSP/Eligible Customer 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, Company shall provide a service that allows CSP/Eligible Customer to deliver to Company, on an aggregated basis, those natural gas supplies that are needed to satisfy the requirements of the Rate Schedule TS-3 and TS-4 customers that comprise the membership of the CSP/Eligible Customer'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 TS-3 and TS-4, its General Terms and Conditions of Service, the SCC's Rules Governing Retail Access to Competitive Energy Services and such other rules, regulations and tariff provisions as may be applicable to CSP's/Eligible Customer'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. Regulatory Approvals This agreement shall be expressly contingent upon the receipt of such regulatory approvals or authorizations as may be required, including the licensure of CSP/Eligible Customers, and in the event such approval or authorizations terminate or are withdrawn, then this Agreement shall terminate.

Section 4. Term The term of this Agreement shall commence on the first day of the month after execution hereof and, subject to CSP/Eligible Customer'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 5. 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, Balancing Service Restrictions, interruption notices and curtailments as described in the applicable rate schedule(s) and General Terms and Conditions.

Section 6. 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 the Commission's Rules Governing Retail Access to Competitive Energy Services.

Section 7. Customer Obligations. Notwithstanding the fact that the Company will bill the CSP (except in the case of an Eligible Customer) for any and all charges and penalties applicable under the terms and conditions of this Rate Schedule, the Customers within each ANG will retain ultimately responsibility for any such charges and penalties that the CSP fails to pay within the time prescribed in the Company's tariffs and/or General Terms and Conditions. Any such unpaid charges and penalties will be assessed to Customers within each ANG on a pro rata basis based on the ratio of each Customer's gas usage to the usage of all Customers participating in that ANG during the month for which the charge and/or penalty is applied. The fees and charges to which this provision is applicable include, but are not limited to, Aggregation Service fees, Banking and Balancing fees, excess bank tolerance charges, BSR penalties and charges, commodity costs associated with excess consumption, sales service, cash out, and charges for access to daily demand measurement information and/or pulse signals.

Section 8. Remedies

(1) Default. In addition to other rights to terminate or cancel this Agreement, if Company or CSP/Eligible Customer fails to perform, to a material extent, any of the obligations imposed upon either under this Agreement, then the other party may, at its option, terminate or cancel this Agreement by causing written notice thereof to be served on the party in default, stating specifically the cause for terminating or canceling this Agreement and declaring it to be the intention of the party giving the notice to terminate or cancel the same. In the event a party receives notice of termination or cancellation made pursuant to this sub-section, the party in default shall have thirty (30) days after the service of the aforesaid notice in which to remedy or remove the cause or causes stated in the notice for terminating or canceling this Agreement, and if, within said period of thirty (30) days, the party in default does so remedy or remove said causes, then such notice shall be deemed to have been withdrawn and this Agreement shall continue in full force and effect. If the party in default does not so remedy or remove the cause or causes within said period of thirty (30) days, then, at the option of the party giving notice, this Agreement shall terminate or cancel as of the expiration of said 30-day period. Any termination or cancellation of this Agreement in accordance with this sub-section shall be without waiver of any other remedy available hereunder, including recourse to the SCC on less than 30 days notice to obtain a non-emergency related restriction or disqualification of a CSP.

(2) Sole and Exclusive Remedies. The obligations, termination rights, cancellation rights, interest payments and other remedies outlined in this Agreement and in the Company's tariffs for non-performance herein shall be the Company's and CSP/Eligible Customer's respective sole and exclusive remedies for such non-performance. In no event shall either party be liable for special, incidental, exemplary, punitive, indirect or consequential damages including, but not limited to, loss of profit or revenue, cost of capital, cost of substitute products, downtime costs, or claims for damages by third parties upon Company or CSP/Eligible Customer except as specifically contemplated in the applicable tariffs. This applies whether claims are based upon contract, warranty, tort, (including negligence and strict liability), or other theories of liability.

Section 9. Limitation of Third Party Rights. This Agreement is entered into solely for the benefit of the Company, the CSP/Eligible Customer, 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 10. 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.

Section 11. 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 12. Contract Data. The following data will be made a part of this Service Agreement.

A. Point(s) of Receipt into Columbia Gas of Virginia, Inc.

- Point(s) of Receipt with Interstate Pipelines

Market Area

1) _____

2) _____

- Other Point(s) of Receipt: Intrastate (Please "X" if applicable)
Meter Station # Township County Market Area

1) (see attached list) _____

B. Volume Detail: BANK TOLERANCE TO BE COMPLETED BY CSP/ELIGIBLE CUSTOMER

Max Daily Transportation Volume (MCF)	Annual Transportation Volume (MCF)	Daily LGS Standby Volume (MCF)	Annual LGS Standby Volume (MCF)	Bank Tolerance (%)
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Cumulative Total Per Rate Schedule TS-3/TS-4 Service Agreements for

*****Customers Participating in CSP's ANG***** _____

Section 13. Customer Information. 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 14. Notices and Correspondence. Written notices, correspondence and discrepancies shall be directed to the Company as follows:

Columbia Gas of Virginia, Inc.
9001 Arboretum Parkway
P.O. Box 35674
Richmond, VA 23235-0674

Attention: _____
Telephone: (800) 718-1811
Fax: _____

Written notices and correspondence to the CSP/Eligible Customer shall be addressed as follows:

Telephone: _____
Fax: _____

Either party may change its address, telephone or fax numbers 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.

ATTEST:

COLUMBIA GAS OF VIRGINIA, INC.

BY _____

ATTEST:

CSP/ELIGIBLE CUSTOMER

BY _____

Written notices and correspondence to the CSP/Eligible Customer shall be addressed as follows:

Telephone: _____

Fax: _____

Either party may change its address, telephone or fax numbers 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.

ATTEST:

COLUMBIA GAS OF VIRGINIA, INC.

BY _____

ATTEST:

CSP/ELIGIBLE CUSTOMER

BY _____

ATTACHMENT 1 to ASSA

ANG # _____

**ACKNOWLEDGEMENT OF SERVICE UNDER
SCHEDULE AS**

This Acknowledgement of Service reflects the agreement of the undersigned Customer to service under Schedule AS, which is available to Customers taking service under Rate Schedule TS-3/TS-4.

By executing this Agreement, Customer agrees to be bound by the terms and conditions of Schedule AS including, but not limited to, the Customer Obligations reflected in Section 10 of the Schedule AS and the Service Agreement to which this Acknowledgement is attached:

Each customer that becomes part of a CSP's Aggregation Nomination Group (ANG), as defined in Rate Schedule AS – Aggregation Service, will retain ultimate responsibility for any and all charges and penalties applicable under the terms and conditions of Rate Schedule AS in the event that the CSP fails to pay within the time prescribed in the Company's tariff and/or General Terms and Conditions, notwithstanding the fact that the Company will bill the CSP (except in the case of an Eligible Customer) for any and all charges and penalties applicable under the terms and conditions of Rate Schedule AS. Any such unpaid charges and penalties will be assessed to Customers within each ANG on a pro rata basis based on the ratio of each Customer's gas usage to the usage of all Customers participating in that ANG during the month for which the charge and/or penalty is applied. The fees and charges to which this provision is applicable, include, but are not limited to, Aggregation Service fees, Banking and Balancing fees, excess bank tolerance charges, BSR penalties and charges, and commodity costs associated with excess consumption, sales service, cash out, and charges for access to daily demand measurement information and/or pulse signals.

Customer also consents to the release of its daily demand measurement information and pulse signal for the following facility/location to the CSP under the terms and conditions set forth in Schedule AS and other applicable rate schedules.

Customer Name: _____

Facility Address: _____

PCID # _____

PSID # _____

Accepted and agreed to this __ day of _____, 20__ by:

—
Name:

Title:

Company: