

**FORM OF SERVICE AGREEMENT
FOR TS-3 AND TS-4 GAS TRANSPORTATION SERVICE**

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 "Customer."

WHEREAS, Customer has secured supplies of natural gas which it desires to transport to its facility listed in Section 11 of this Agreement within the operating parameters established by the Company and subject to the terms and conditions of the Company's Rate Schedule TS-3 or TS-4 and other applicable tariff provisions;

WHEREAS, Company is willing and able, pursuant to the terms of this Agreement, to accept gas delivered into its city gate receipt points by or on behalf of Customer and to redeliver such gas supplies to Customer's service locations pursuant to the terms and conditions of Rate Schedule TS-3 or TS-4;

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, Company agrees to permit Customer to commence service under Rate Schedule TS-3 or TS-4 and Customer hereby agrees to take such service in accordance with the following terms and conditions:

Section 1. Transportation Service to be Rendered. In accordance with the provisions of the Company's transportation Rate Schedule TS-3/TS-4 on file with the Virginia State Corporation Commission ("SCC") and the terms and conditions herein contained, Company shall receive the quantities of gas requested by Customer to be transported and shall redeliver said gas to Customer's facilities. The point(s) of receipt, Customer facility location, the applicable Rate Schedule, and the service and levels of said services to be rendered, shall be set forth in Section 11 of this Agreement.

Section 2. Incorporation of Tariff Provisions. This Agreement expressly incorporates by this reference all of the terms and conditions governing Company's transportation service in the applicable rate schedule, included in Company's approved tariff, as well as any general terms and conditions of that tariff applicable to, and consistent with the applicable rate schedule. In all events, the terms and conditions of Rate Schedule TS-3 and TS-4 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 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 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 in effect on a month-to-month basis. Either party may terminate this Agreement upon written notice at least thirty (30) days prior to an effective date of termination, or at least sixty (60) days prior to an effective date if terminating LGS Firm/Standby Service, subject to the provisions of this Agreement and the applicable rate schedule.

Section 5. Subject to Operating Conditions, Permits, etc. Company's obligation to render service hereunder is subject to such operating conditions as may exist on its system from time to time including, but not limited to, Balancing Service Restrictions ("BSRs"), interruption notices and curtailments, and the Company's ability to secure and maintain adequate rights, permits, franchises and any other necessary authorizations.

Section 6. Binding Nature of Agreement. This agreement shall inure to the benefit of and be binding upon the heirs, successors, or assigns of each of the 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 7. Cancellation of Prior Agreements This Agreement supersedes and cancels, as of the effective date hereof, all previous two party transportation agreements and any Commercial or Industrial Gas Service Agreements between the parties for service to Customer's facilities served hereunder.

Section 8. Notices. Any notices, except those relating to billing or as specifically set forth in the applicable Rate Schedule, the Company's General Terms and Conditions, or this Agreement that are required or permitted to be given hereunder, shall be effective only if delivered personally to an officer or authorized representative of the party being notified, or if mailed by certified mail to the address provided in Section 11 of this Agreement.

Section 9. Signature of Officers Required. This agreement shall be binding upon Company only when accepted by its duly authorized officer and shall not be modified by any promise, agreement or representation of any agent or employee of Company unless incorporated in writing in this agreement before such acceptance.

Section 10. Notice of Customer Obligations. 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.

Section 11. Contract Data. – TS3, TS4, LGS Firm/Standby (CIRCLE applicable transportation rate)

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

- Point(s) of Receipt with Interstate Pipelines

Market Area

1)

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2)

• Other Point(s) of Receipt: Intrastate (Please "X" if applicable)

Meter Station # _____ Township _____ County _____ Market Code _____
1) (see attached list) _____

Market Code "A" means that the point(s) of receipt is serving the market area in which Customer's facilities are located. Market Code "B" means that the point of receipt is not serving the market area in which Customer's facilities are located.

B. Facility _____ Address: _____

dba: _____

PCID No. _____ PSID No. _____

C. Volume Detail: TO BE COMPLETED BY COMPANY REPRESENTATIVE

Max Daily Transportation Volume (MCF)	Annual Transportation Volume (MCF)	Daily LGS Standby Volume (MCF)	Annual LGS Standby Volume (MCF)	Bank Tolerance (%)
_____	_____	_____	_____	

D. Alternate Fuel Type: _____ Percentage of Alternate Fuel: _____ %

NOTICES - CUSTOMER:

NOTICES - Columbia Gas of Virginia, Inc.:

Attn/Title: _____

Attn/Title: _____

Telephone No. () _____