

**FORM OF SERVICE AGREEMENT  
FOR TS1 AND TS2 GAS TRANSPORTATION SERVICE**

**THIS AGREEMENT**, made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between **COLUMBIA GAS OF VIRGINIA, INC.**, a Virginia public service corporation, 1809 Coyote Drive, Chester Virginia 23836 (hereinafter "Company"), and \_\_\_\_\_ a(an) corporation \_\_\_\_\_ (hereinafter "Customer").

**WHEREAS**, Customer has secured supplies of natural gas that it desires to transport to its facility listed in the Contract Data Addendum to this Agreement within the operating parameters established by the Company and subject to the terms and conditions of the Company's Rate Schedule TS1 or TS2 and other applicable tariff provisions;

**WHEREAS**, Company is willing and able, pursuant to the terms of this Agreement, to accept gas delivered to its city gate receipt points by or on behalf of Customer and to redeliver such gas supplies to Customer's service location(s) pursuant to the terms and conditions of Rate Schedule TS1 or TS2;

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this Agreement, Company agrees to permit Customer to commence service under Rate Schedule TS1 or TS2 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 TS1/TS2, 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 the Contract Data Addendum to this Agreement, as may be amended from time to time.

**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 and the Company's General Terms and Conditions, as may be amended from time to time. In all events, the terms and conditions of Rate Schedule TS1/TS2 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 Customer's continued compliance with the requirements outlined herein, shall continue in effect thereafter for a minimum primary term of twelve (12) months, until October 31, 20\_\_, and thereafter from year to year unless and until canceled by either Customer or Company by giving written notice to the other no later than April 1, to become effective on November 1 of such year.

**Section 4. Subject to Operating Conditions, Permits, etc.** Company's obligation to render service hereunder may be influenced or limited by such operating conditions as may exist on its system from time to time, with any such limitations more fully described in Rate Schedule TS1/TS2 and the General Terms and Conditions of the Company's tariff, and by the Company's ability to secure and maintain adequate rights, permits, franchises and any other necessary authorizations.

**Section 5. 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 6. Notices.** Any notices, except those relating to billing, restriction, interruption or curtailment of service(s), required or permitted to be given hereunder or pursuant to an applicable Rate Schedule or the

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 mailed by certified mail to the address provided in accordance with Section 9 of this Agreement.

**Section 7. 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 8. Responsibility for Alternate Fuel Facilities.** The Customer acknowledges that the Customer is responsible for providing and maintaining alternate fuel storage and combustion facilities and for having available at all times sufficient alternate fuel to maintain desired levels of plant operation during periods of interruption or curtailment and any period when a BSR has been issued by Company.

**Section 9. Contract Data.** The Customer specific contract data and service elections are set forth in the attached Contract Data Addendum to Service Agreement for TS1 and TS2. The Contract Data contained therein, as may be modified from time to time in accordance with the provisions of this Rate Schedule and Rate Schedule BBS, are incorporated herein by reference.

**Section 10. Appointment of Agent.** The Customer may appoint an Agent for purposes of establishing and administering gas transportation service under this Rate Schedule. The appointment of an Agent shall be in the form set forth in an Appointment of Agent and Acknowledgement of Service Form, as may be modified from time to time in accordance with the provisions of this Rate Schedule, which is incorporated herein by reference.

**Section 11. Acknowledgement of Service.** The Customer shall elect either non-aggregated service under this Rate Schedule or aggregated service under this Rate Schedule and Rate Schedule AS, which shall be designated in an Appointment of Agent and Acknowledgement of Service Form, as may be modified from time to time in accordance with the provisions of this Rate Schedule and Rate Schedule AS, which is incorporated herein by reference.

**IN WITNESS WHEREOF,** the parties hereto have accordingly and duly executed this Agreement as of the date hereinabove first mentioned.

**CUSTOMER**

**COLUMBIA GAS OF VIRGINIA, INC.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## Contract Data Addendum to Service Agreement For TS1 and TS2

**A. Point(s) of Receipt into Columbia Gas of Virginia, Inc.** – Point(s) of Receipt with Interstate Pipelines

- 1) Columbia Gas Transmission Corporation (TCO)
- 2) Other Point(s) of Receipt: \_\_\_\_\_

**B. FACILITY ADDRESS:** \_\_\_\_\_

**PCID:** \_\_\_\_\_ **PSID:** \_\_\_\_\_

C. Type of Business	D. Rate and Service Selections and Alternate Fuel Data: To be completed by Customer. *Notice of change must be received on or before April 1, to be effective for the following November billing cycle.						
Description of Business: _____ _____	*Rate Selection: <input type="checkbox"/> TS1  <input type="checkbox"/> TS2	Alternate Fuel: Type _____  Alternate Fuel: Percent _____	* Firm Banking and Balancing Service <input type="checkbox"/> YES <input type="checkbox"/> NO  (Subject to approval by Company)	* Daily Cash-Out Option <input type="checkbox"/> YES  <input type="checkbox"/> NO	*Monthly Bank Tolerance <input type="checkbox"/> ½ % <input type="checkbox"/> 1% <input type="checkbox"/> 2% <input type="checkbox"/> 3% <input type="checkbox"/> 4% <input type="checkbox"/> 5%	*Standby Service (Mcf) _____  (Subject to approval by Company)	* Demand Polling Service <input type="checkbox"/> YES <input type="checkbox"/> NO  (Must complete Enrollment Form)

Customer Notices: (Mailing address for Contract) <i>(Please Print)</i>	Company Notices
<b>Company Name:</b>	<b>Columbia Gas of Virginia, Inc</b>
<b>dba (if applicable):</b>	Attn: Gas Transportation
<b>Address:</b>	200 Civic Center Drive
<b>City, St, Zip:</b>	Columbus, OH 43215
<b>Attn:</b>	<b>Title:</b>
<b>Telephone #:</b> ( ) -	
<b>Fax #:</b> ( ) -	
<b>E-mail Address:</b>	

**IN WITNESS WHEREOF**, the parties hereto have accordingly and duly executed this Contract Data Addendum as of the date herein above first mentioned.

**CUSTOMER**

**COLUMBIA GAS OF VIRGINIA, INC.**

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

Printed: \_\_\_\_\_

Printed: Heather Bauer

Title: \_\_\_\_\_

Title: Director, Gas Transportation, Sales Support & Nominations

DO NOT WRITE BELOW THIS LINE-For Columbia Personnel Only - NOTE All Max Day & Annual Transportation Volumes Updated Annually								
<input type="checkbox"/> New Customer <input type="checkbox"/> New Facility <input type="checkbox"/> Amendment	Max Daily Volume (MDV) (Mcf) _____	Annual Transportation Volume (ATV) (Mcf) _____	Monthly Bank Tolerance _____	EFC _____	Firm Service Daily Vol (Mcf) _____	Firm Service Annual Vol (Mcf) _____	Demand Polling Service <input type="checkbox"/> Yes <input type="checkbox"/> No	
PSID# _____	Area Office# _____	DIS Meter Read Schedule  Unit    Book _____    _____	SIC Code _____	TCO Oper. & Market Area _____	GMB# _____	POD# _____	Invoice# : <input type="checkbox"/> Combine or <input type="checkbox"/> Separate	Rate Schedule _____

**APPROVAL:**

Company Representative: \_\_\_\_\_ Date: \_\_\_\_\_

Comments \_\_\_\_\_ Effective Date: \_\_\_\_\_

Effective Billing Month/Year: \_\_\_\_\_  
For Service Agreement Dated: \_\_\_\_\_

**COLUMBIA GAS OF VIRGINIA, INC.**  
**APPOINTMENT OF AGENT and ACKNOWLEDGEMENT OF SERVICE FORM**  
**For Rate Schedules TS1/TS2, LVTS or LVEDTS**

KNOW ALL MEN BY THESE PRESENTS that \_\_\_\_\_ ("Customer") does hereby make, constitute and appoint \_\_\_\_\_ ("Agent") as its **AGENT** for the purpose of establishing and administering a gas transportation program on the Columbia Gas of Virginia, Inc. ("Columbia") system for and on behalf of Customer for the accounts listed below. This appointment authorizes Agent to establish such gas transportation program on behalf of Customer, including (by way of illustration and not limitation) the following: request gas transportation service from Columbia; obtain Customer's historic and current usage data from Columbia; nominate gas transportation volumes on behalf of Customer; direct Columbia to send Customer's transportation bill directly to Agent; and obtain from Columbia any information pertaining to prior or current month gas deliveries to Customer.

Chose type of gas transportation service (**CHECK & INITIAL ONE ONLY**):

**Non-Aggregation Service (Stand Alone):**

Under Non-Aggregation Service (Stand Alone), Customer agrees to be responsible for all Columbia charges, fees, and penalties associated with providing gas transportation service,

Customer Initials: \_\_\_\_\_

**Aggregation Service (AS):**

**ACKNOWLEDGEMENT OF SERVICE UNDER RATE SCHEDULE AS**

This Acknowledgement of Service reflects the agreement of the undersigned Customer to service under Schedule AS.

By executing this Agreement, Customer agrees to be bound by the terms and conditions of Schedule AS (as well as the Customer's underlying transportation Rate Schedule and associated Service Agreement) including, but not limited to, Customer Obligations reflected in Section 15 of Rate Schedule AS, as well as the Service Agreement to which this Acknowledgement is attached:

Each customer that becomes part of an Agent's Aggregation Nomination Group (ANG), as defined in Rate Schedule AS – Aggregation Service, will retain ultimate responsibility for any and all charges, fees and penalties applicable under the terms and conditions of Rate Schedule AS, Rate Schedule BBS and the Company's General Terms and Conditions in the event that the Agent 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 Agent for such charges, fees and penalties. Any such unpaid charges, fees 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, fee and/or penalty is applied. The charges, fees and penalties to which this provision is applicable include, but are not limited to, excess bank tolerance charges, BSR penalties and charges, commodity charges associated with excess consumption (except with regard to customer specific interruptions of transportation service), daily gas transfer fees, late payment charges and charges for an Agent's access to its Customers daily demand measurement information.

Customer also consents to the release of its daily demand measurement information for the following facility/location to the Agent under the terms and conditions set forth in Rate Schedule AS and other applicable Rate Schedules.

Customer Initials: \_\_\_\_\_

**COLUMBIA GAS OF VIRGINIA, INC.**  
**APPOINTMENT OF AGENT and ACKNOWLEDGEMENT OF SERVICE FORM**  
**For Rate Schedules TS1/TS2, LVTS, or LVEDTS**

Acct. No. _____	Acct. No. _____
Acct. No. _____	Acct. No. _____
Acct. No. _____	Acct. No. _____
Acct. No. _____	Acct. No. _____
Acct. No. _____	Acct. No. _____
Acct. No. _____	Acct. No. _____

**CUSTOMER AUTHORIZED EMPLOYEE INFORMATION:**

**EXECUTED BY CUSTOMER:** \_\_\_\_\_  
*(Must be signed by Authorized Employee of Customer)*

\_\_\_\_\_

*(Please Print Authorized Employee Name)*

**Title:** \_\_\_\_\_ **Address:** \_\_\_\_\_

**Phone No.:** \_\_\_\_\_ **Fax No.:** \_\_\_\_\_

**E-Mail Address:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**AGENT AUTHORIZED EMPLOYEE INFORMATION:**

**EXECUTED BY AGENT:** \_\_\_\_\_  
*(Must be signed by Authorized Employee of Agent)*

\_\_\_\_\_

*(Please Print Authorized Employee Name)*

**Title:** \_\_\_\_\_ **Address:** \_\_\_\_\_

**Phone No.:** \_\_\_\_\_ **Fax No. :** \_\_\_\_\_

**E-Mail Address:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**EXECUTED BY COLUMBIA:** \_\_\_\_\_  
*(Must be signed by Authorized Employee of Columbia)*

**Name:** \_\_\_\_\_ **Address:** \_\_\_\_\_

**Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_