



**PEOPLES NATURAL GAS COMPANY LLC
CUSTOMER DESIGNATION OF AGENT**

AGENCY DESIGNATION made as of this _____ day of _____, 20____, by and between _____, hereinafter called "Customer," and _____, a _____, hereinafter called "Agent," and accepted and agreed to by **PEOPLES NATURAL GAS COMPANY LLC**, a Pennsylvania limited liability company, hereinafter called "Peoples".

WHEREAS, Customer and Agent desire that Agent will perform certain functions on behalf of customer with regard to Customer's responsibilities under certain service agreements between Customer and Peoples; and

WHEREAS, Peoples is willing to accept and agree to such designation of Agent as Customer's agent under the terms and conditions set forth below.

WITNESSETH: That, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

**ARTICLE I
Authorized Activity**

A. This Agency Designation shall apply to certain activity under the following agreements between Peoples and Customer, hereinafter referred to as the "Service Agreements":

Pooling Agreements

B. Customer authorizes Agent to access on its behalf Peoples' **Gastar** system in order for Agent to perform its functions under this Agency Designation. Customer acknowledges that Peoples will not be able to restrict Agent's access to other Customer contracts through the **Gastar** system.

C. During the term of this Agency Designation, Agent is authorized to perform the functions marked by the initials of signatory parties, and listed below in this Article I, on behalf of the Customer under the Service Agreements. The duration of any authorized activity by Agent may not exceed the term of this Agency Designation as set forth in Article III, below.

 X Agent may submit and revise nominations for service on behalf of Customer under the Service Agreements, consistent with the provisions of Peoples' tariff. In conjunction with such nominations, Agent will confirm quantities and exercise nomination rights with the same priority accorded to Customer under Service Agreements.

 X Agent may process the removal of sales meters from Customer's pools.

 X Agent is responsible for the payment of bills to Peoples on behalf of Customer without, however, relieving Customer of ultimate responsibility for payment.

ARTICLE II
Peoples Interaction with Agent

A. During the term of this Agency Designation, Peoples shall be entitled to rely upon, and Customer and Agent shall be bound by, communications received from and directions given by Agent on behalf of Customer, with respect to all authorized activities indicated in Article I, above. Customer agrees to hold Peoples harmless for any and all liabilities to Agent, Customer, or third parties, associated with Peoples' reliance on communications and directions of Agent, consistent with this Agency Designation.

B. Unless inconsistent with a restrictive covenant between Customer and Agent expressly identified herein, this Agency Designation shall not prohibit Peoples from conducting transactions with Agent on behalf of other customers of Peoples, or with Agent in its own right.

C. In the event that Agent is to be responsible for the payment of bills to Peoples on behalf of Customer, then Agent shall be subject to the creditworthiness provisions of Peoples' tariff. Nothing in this Agency Designation will prohibit Peoples from collecting amounts due under any Service Agreement directly from Customer, in the event of a default in payment by Agent.

ARTICLE III
Term of Agency Designation

Subject to all of the terms and conditions herein, this Agency Designation shall be effective as of _____, 201____, and shall continue in effect for a primary term through and including _____, 201____, and from month to month thereafter, until any party shall terminate this Agreement by giving written notice to both of the others, which notice must be received by Peoples at least thirty days prior to the effective date of such termination.

ARTICLE IV
Miscellaneous

A. No change, modification or alteration of this Agency Designation shall be or become effective until executed in writing by the parties hereto.

B. Any notice, request or demand provided for in this Agency Designation, or any notice which any party may desire to give the others, shall be in writing and sent to the following address:

Customer: _____

Attention: _____

Agent: _____

Attention: _____

Peoples

**Peoples Natural Gas Company LLC
375 North Shore Drive. Suite 600
Pittsburgh, PA 15212**

Attention: Legal Department

or at such other address as a party shall designate by formal written notice.

C. No presumption shall operate in favor of or against any party hereto as a result of any responsibility that such party may have had for drafting this form of Agency Designation.

D. The subject headings of the provisions of this Agency Designation are inserted for the purpose of convenient reference and are not intended to become a part of or to be considered in any interpretation of such provisions.

IN WITNESS WHEREOF, Customer and Agent, intending to be legally bound, have caused this Agency Designation to be signed by their duly authorized officials, as of the day and year first written above.

(Customer) _____

By: _____

Its: _____

(Agent) _____

By: _____

Its: _____

Accepted and agreed to this _____ day of _____, 20_____.

PEOPLES NATURAL GAS COMPANY LLC

By: _____

Its: _____