



## LOCAL GAS AGGREGATION AGREEMENT

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between PEOPLES NATURAL GAS COMPANY LLC, a Pennsylvania limited liability company, with its main office at 375 North Shore Drive, Suite 600, Pittsburgh, PA 15212 (hereinafter called "PNG"),

AND

\_\_\_\_\_ a \_\_\_\_\_ corporation, with its main office at \_\_\_\_\_, (hereinafter called "Aggregator").

WHEREAS, PNG is willing to permit producers, marketers or brokers of natural gas to aggregate natural gas on PNG's system for the purpose of, among other things, enabling PNG's customers to satisfy all of their natural gas requirements through the use of transportation service provided by PNG;

NOW, THEREFORE, for and in consideration of mutual covenants and promises contained herein, PNG agrees to permit aggregation and Aggregator hereby agrees to aggregate natural gas supplies in accordance with the following terms and conditions:

### ARTICLE I - Definitions

For purposes of interpreting this contract, the following definitions shall apply:

1. Aggregation. Aggregation is a service provided by PNG whereby brokers, marketers, or producers of natural gas may aggregate locally produced natural gas supplies directly into PNG's pipeline system and deliver natural gas supplies out of the Aggregation Pool to a PNG pool operator, PNG, or a transportation customer on PNG's system.
2. The Aggregation Pool. The pool referred to herein shall mean that aggregation pool which Aggregator establishes under this Agreement.

### ARTICLE II - Term

The term of this Agreement shall be for an initial term commencing \_\_\_\_\_, 20\_\_\_\_ and ending \_\_\_\_\_, 20\_\_\_\_, and shall continue thereafter for successive annual periods unless either party notifies the other party sixty days prior to the beginning of the next annual term that it does not intend to renew this Agreement. This provision may, however, be altered by operation of certain provisions under the Suppliers Tariff.

### ARTICLE III - Rules and Conditions

Aggregator agrees to comply with all of the provisions of PNG's Rate LGA, including the Rules and Regulations contained in PNG's Supplier Tariff.

### ARTICLE IV - Fees

Aggregator agrees to pay fees billed for Local Gas Aggregation Service in accordance with the provisions of PNG's Rate LGA and the Rules and Regulations contained in PNG's Supplier Tariff.

### ARTICLE V - Miscellaneous

1. No modification of the terms and provisions of this Agreement shall be or become effective except by the execution of written contracts or by modification of PNG's tariff.
2. No waiver by any party of any one or more defaults by any other party in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any other default or defaults, whether of a like or of a different character.
3. Any company which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of PNG or of Aggregator, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Agreement. Without relieving itself of its obligations under this Agreement, any party may assign

any of its rights hereunder to a company with which it is affiliated, but otherwise no assignment of this Agreement or any of the rights or obligations hereunder shall be made unless there first shall have been obtained the consent thereto in writing of the other party. PNG agrees it will not unreasonably withhold consent to the assignment of this Agreement to any successor to Aggregator.

4. Except as herein otherwise provided, any notice, request, or demand provided for in this Agreement, or any notice which any party may desire to give to the other, shall be in writing and shall be considered as duly delivered when mailed by registered or certified mail to the Post Office address of the parties hereto, as the case may be, as follows:

**PNG:**  
**PEOPLES NATURAL GAS COMPANY LLC**  
**375 North Shore Drive, Suite 600**  
**Pittsburgh, PA 15212**  
**Attention: Legal Department**

**Aggregator:**

or at such other address as either party shall designate by formal written notice. Routine communications, including monthly statements, bills and payments, shall be considered as duly delivered when mailed by either registered, certified, or ordinary mail.

5. In the event any tax is imposed on natural gas, or the production, severance, gathering, transportation, sale, delivery or use of natural gas, or if such tax is imposed in any other manner so as to constitute directly or indirectly a charge upon the gas delivered to PNG for redelivery hereunder, the amount of such tax shall be borne by Aggregator so far as it affects or relates to or is apportionable to the gas delivered to PNG hereunder. In the event PNG is required to pay such tax, the amount of the tax shall be billed directly to Aggregator.

6. This Agreement and the respective obligations of the parties hereunder are subject to valid laws, orders, rules, and regulations of duly constituted authorities having jurisdiction.

7. The subject headings of the articles of this Agreement are inserted for the purpose of convenient reference and are not intended to be a part of the Agreement nor considered in any interpretation of the same.

8. The interpretation and performance of this contract shall be in accordance with the laws of the Commonwealth of Pennsylvania.

9. PNG's tariff, as amended from time-to-time, is incorporated herein by reference. In the event of a conflict between the provisions of this Agreement and PNG's tariff, the latter shall control.

10. In addition to any liability for imbalances or other charges as required in this Agreement, the sole and exclusive remedy shall be actual damages; and all other remedies or damages at law or in equity, except anticipatory repudiation claims, are expressly waived. Neither party is liable for incidental, consequential, punitive, exemplary or indirect damages, lost profits or any other business interruption damages, in tort, contract or otherwise under any indemnity provision or otherwise. Indemnities and limitations of liability are without regard to cause, including a party's sole, joint, concurrent active or passive negligence but neither party is liable for any claims resulting from the other party's gross negligence, willful misconduct or bad faith.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and witnessed, or their respective corporate seals to be hereto affixed and attested, the day and year first above written.

ATTEST:

PEOPLES NATURAL GAS COMPANY LLC

\_\_\_\_\_  
Secretary

By \_\_\_\_\_

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

ATTEST:

(Aggregator)

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

By \_\_\_\_\_

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