BILLING AGREEMENT - OPTION 2

This agreement is made this _____ day of _____, 20__, by and between The East Ohio Gas Company d/b/a Enbridge Gas Ohio, an Ohio corporation having its principal place of business at 1201 East 55th Street, Cleveland, Ohio 44103 (hereinafter called "East Ohio") and _____ (hereinafter called "Supplier") to set forth the billing arrangements between East Ohio and its Energy Choice customers and between Supplier and these same Energy Choice customers for which Supplier is providing the gas commodity pursuant to East Ohio's Energy Choice Pooling Service, under Billing Option 2.

WHEREAS, East Ohio is providing gas transportation service to its Energy Choice customers whose gas commodity will be provided by Supplier.

WHEREAS, Supplier intends to provide the gas commodity to these same customers pursuant to East Ohio's Energy Choice Pooling Service and Supplier desires that East Ohio bill for both the transportation service and for gas commodity so that the Energy Choice customers shall receive one combined bill.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, East Ohio shall bill the aforementioned Energy Choice customers for both gas transportation service which these customers receive from East Ohio and for natural gas provided by Supplier, under the following terms and conditions, such terms and conditions to be called "Billing Option 2":

ARTICLE ONE
CUSTOMER BILLING

1.01 When East Ohio has been notified by Supplier that Supplier has executed a new supply agreement with one of East Ohio's Energy Choice customers, East Ohio shall initiate the customer confirmation process as described in "Billing Rules for Energy Choice Pooling Customers," which document, as it may change from time to time, is hereby incorporated herein by reference.

1.02 East Ohio shall bill the customer for supplies, transportation and related charges. East Ohio is responsible for the collection of the combined bill, including the collection of arrearages. East Ohio and Supplier shall utilize the billing procedures described in "Billing Rules for Energy Choice Pooling Customers."

1.03 As described in "Billing Rules for Energy Choice Pooling Customer," East Ohio agrees to purchase the accounts receivable generated under this billing agreement. Accordingly, East Ohio shall remit one hundred percent (100.0%) of the value of such receivables, less any unpaid Supplier balances, through a weekly electronic funds transfer for accounts billed from CCS and monthly for accounts billed from SBS. Such payments shall be made approximately thirty (30) days after the accounts have been billed.

ARTICLE TWO
MISCELLANEOUS PROVISIONS

2.01 Supplier shall utilize only one billing option per pool, unless otherwise agreed in writing. Should Supplier elect to change to a different billing option for its Energy Choice pool, it must give East Ohio sixty (60) days' written notice of its intention. Supplier may change its billing option no more than once a year.

2.02 This Agreement shall be effective upon execution and shall continue in force and effect for the term of the underlying Energy Choice Pooling Service Agreement.

2.03 East Ohio and Supplier shall provide to each other the name and telephone number of a billing contact and an information technology contact. East Ohio's contact may be reached at Gas_Energy_Choice@enbridge.com. Supplier's contact for billing is _____ at _____, and its contact for information technology is _____ at _____.

2.04 No change, modification, or attempted waiver of this Agreement shall have effect unless it is set forth in writing and signed by both parties. This Agreement shall be governed by the laws of the state of Ohio.

In witness whereof, the parties have executed this Agreement, on the day and year first written above.

_____ **The East Ohio Gas Company d/b/a Enbridge Gas Ohio**

By_____ By_____

Title_____ Title_____