IURC Marketer Registration

for Glacial Natural Gas, Inc.

Indiana Utility Regulatory Commission (IURC)

Gas Customer Choice Marketer Registration

for the Northern Indiana Public Service Company

Service Territory

SUBMIT COMPLETED FORM TO:

Jane Steinhauer, Director of Gas Division

Indiana Utility Regulatory Commission
101 West Washington Street, Suite 1500 E
Indianapolis, IN 46204
(317) 232-0037

1. Marketer Information

Legal Name	Glacial Natural Gas, Inc.
Doing Business Name (if applicable)	
Business Address	24 Route 6A Sandwich, MA 02563
Telephone Number	(888) 452-2425
Fax Number	(508) 437-5578
Web Site Address	www.glacialenergy.com
List all names under which the applicant does business in the United States or Canada	Glacial Natural Gas, Inc. Glacial Energy
Parent Company	Glacial Energy Holdings
Form of Ownership	Corporation
Years in business	2
Federal Employer Identification Number	27-1420165

2. Contact Information

Contact Person for Regulatory or Emergency Matters:

Name	Adam Gusman
Title	Corporate Counsel
Business Address	24 Route 6A Sandwich, MA 02563
Telephone Number	(202) 421-4855
Fax Number	(888) 603-7488
E-mail Address	adam.gusman@glacialenergy.com

Contact Person for Commission Staff use in investigating customer complaints:

Name	Adam Gusman
Title	Corporate Counsel
Business Address	24 Route 6A Sandwich, MA 02563
Telephone Number	(202) 421-4855
Fax Number	(888) 603-7488
E-mail Address	adam.gusman@glacialenergy.com

Contact Person and Address for customer service and complaints:

Name	Jessica Evans
Title	Vice President, Customer Care
Business Address	24 Route 6A Sandwich, MA 02563
Telephone Number	(888) 452-2425
Fax Number	(214) 594-0000
E-mail Address	Jessica.evans@glacialenergy.com

3. Identify the types of customers you intend to enroll and supply with natural gas.

   All eligible customers (commercial/industrial and residential)

4. Identify each State or Province in the United States or Canada in which you are Currently providing service or intend to provide service.

   Michigan, Ohio, Penn., Illinois, New York, New Jersey, Connecticut, Massachusetts, New Hampshire, Maine, California, Texas, Florida, Maryland, DC, Virginia, North Carolina, South Carolina, Delaware, Rhode Island.

5. Provide an outline of staffing and procedure for responding to customer inquiries and customer complaints.

   See Attachment 1.

6. Provide proof that Glacial Natural Gas, Inc. has performed the necessary creditworthiness evaluation and that you are approved to participate in the Choice Program.

   Glacial has posted the required collateral; See Attachment 2 for executed agreement with NIPSCO.

7. Supply proof of registration with the Indiana Secretary of State's Office.

   See Attachment 3.

Glacial Natural Gas, Inc. shall notify the IURC of any changes to the above information.

Glacial Natural Gas, Inc. shall, upon request, provide additional information not listed in this Registration form if requested by the IURC Staff.

ATTACHMENT 1

Dispute Resolution Procedure

This policy is intended to address the procedure by which any disputed amount for which Glacial Natural Gas, Inc.'s customers are billed may be resolved.

1. In the event of a billing dispute, the parties will use their best efforts to resolve the dispute.

2. Both the customer's billing statements and the Terms of Service include the toll-free number 1-888-GLACIAL (452-2425), by which a customer may contact Glacial with any questions or concerns.

3. The customer should contact Glacial in writing or at the toll-free telephone number to inform the company of any dispute.

4. While the dispute is pending, the customer shall pay the undisputed portion of the bill or an amount equal to last year's bill at the same location for the same period, normalized for weather, whichever is greater.

5. In accordance with the *Petition of Northern Indiana Public Service Company for Approval of a Stipulation and Settlement Agreement Establishing a Natural Gas Alternative Regulatory Plan Pursuant to I.C. § 8-1-2.5-1*, Glacial Natural Gas, Inc. will refer all unresolved issues to NIPSCO for further investigation.

SUPPLIER AGGREGATION SERVICE AGREEMENT
For Rate Schedule 345 End Use Customers
Zone A and B

THIS SUPPLIER AGGREGATION SERVICE AGREEMENT (this "Agreement") is made and entered into as of May 26th, 2011 between Northern Indiana Public Service Company, ("NIPSCO" or "Company") and Glacial Natural Gas, Inc. ("Supplier"). Supplier and Company are each sometimes referred to herein as a "Party" and collectively as the "Parties".

WHEREAS, Supplier has requested the Company to provide service under its Supplier Aggregation Service Rate Schedule ("Rate Schedule SAS") on file with the Indiana Utility Regulatory Commission (the "IURC"); and

WHEREAS, Supplier is eligible to receive service under Rate Schedule SAS; and

WHEREAS, Company has agreed to provide service to Supplier pursuant to the terms of Rate Schedule SAS and this Service Agreement;

NOW, THEREFORE, in consideration of mutual covenants and agreements contained in this Agreement, the Company and Supplier agree as follows:

1. **Scope of Service.**

Company agrees to furnish to Supplier and Supplier agrees to take from Company Supplier Aggregation Service ("SAS"), pursuant to the terms of Northern Indiana Public Service Company Supplier Aggregation Service ("Rate Schedule SAS") as approved by the IURC, and pursuant to the terms of this Agreement. Rate Schedule SAS is incorporated by reference herein and made a part of this Agreement. In the event of an inconsistency between this Agreement and Rate Schedule SAS, Rate Schedule SAS shall govern.

2. **Term.**

This Agreement shall be for an initial term beginning on **May 1, 2011** and ending on April 1, 2012 (the "Initial Term"). This Agreement shall then continue in effect for the Initial Term and from month to month thereafter ("Renewal Term(s)"), unless terminated by either Party giving written notice of termination to the other party not less than sixty (60) days' prior to the expiration of the Initial Term or sixty (60) days during any Renewal Term, or unless earlier terminated as provided herein or unless earlier terminated or modified by order of the IURC.

3. Gas Deliveries.

Supplier agrees to tender a daily quantity of gas for delivery to the Company in accordance with the requirements of Rate Schedule SAS. All gas delivered by the Company to end use Customers ("Customers") on its system under this Agreement shall be subject to a 0.85% line loss deduction. Consistent with the provisions of Rate Schedule SAS, Company is under no obligation to and will not deliver gas for Supplier to any entity or person not an end use Customer.

Company will redeliver such gas to Customers on its system with whom the Supplier has supply contracts, provided such Customers are eligible for aggregation under this Agreement and Rate Schedule SAS and are within the same delivery zone and receiving transportation service under the same Rate Schedule.

Supplier grants to Company such authorizations and agrees to execute such additional agreements as may be necessary to possess or control Supplier's gas, and to arrange for receipt, transportation, storage, commingling and/or delivery or redelivery of Supplier's gas to Customers aggregated on behalf of the Supplier under this Agreement.

4. Firm Supply Requirement.

By executing this Agreement Supplier warrants that it will have adequate firm supply under contract to meet the firm daily and annual requirements of SCDS Customers, aggregated under this Agreement or that it has entered into a contract with the Company for Firm No-notice Back-up Supply Service to cover any shortfalls. Supplier shall execute the attached affidavit (Attachment D) certifying the foregoing and provide a copy of the executed affidavit to the IURC.

5. Title to Gas.

Supplier warrants that it will have good title to all natural gas delivered to Company hereunder, and that such gas will be free and clear of all liens, encumbrances, and claims whatsoever, and that it will indemnify the Company, and save it harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of breach of such warranty.

6. Management of Delivery and Allocation of Resources.

Nomination, Delivery, and Balancing associated with Supplier load shall be conducted in a manner consistent with the *Operational Parameters and Allocation of Capacity and Resources in Support of NIPSCO Choice Program – April 1, 2010 through March 31, 2012* attached hereto as Exhibit 2 and incorporated herein by reference.

7. Receipt and Delivery Points

Supplier shall nominate gas for receipt and delivery at one or more points identified in Attachment A, attached hereto and incorporated herein by reference.

8. Gas Quality and Volumes Tendered for Delivery

Company is not required to accept any gas tendered by Supplier which: (a) does not meet the quality specifications of the delivering upstream pipeline(s); (b) is not tendered at interconnection points acceptable to the Company; or (c) exceeds the Supplier's daily nominations confirmed by the Company.

9. Supplier Performance Requirements

a. Eligibility Requirements for Membership in Common Pool.

Only end-use Customers in the same delivery zone and receiving transportation under the same rate schedule will be eligible for aggregation in the same pool.

b. Supplier Selection Authorization for SCDS Customers.

Supplier is solely responsible for obtaining a valid enrollment form or telephonic confirmation from each SCDS Customer enrolled, confirming that the Customer has authorized the Supplier to act as its gas provider. Such authorization must include the information specified in Attachment B, but authorization of Supplier shall be limited to the authorization to procure gas supply for Customer and shall not extend to any other aspects of Customer's utility account with Company. Supplier shall process cancellations and enrollments on a daily basis through an electronic data exchange.

c. Enrollment Procedures.

Enrollment of Customers under this Agreement is permitted according to the following terms and as specified in the Code of Conduct attached hereto as Exhibit 1 and incorporated herein by reference ("Code of Conduct"):

(1) Enrollment Form Required for All Customers.

All enrollments, regardless of sales channel utilized, must be supported by a compilation of the information specified in Attachment B. The compilation shall be memorialized in written or electronic form or audio-recorded. Within five business days of enrollment, the Customer shall receive a confirmation of enrollment and a copy of his/her complete supply purchase agreement, and either a postage paid postcard or a toll free telephone number with which the Customer may cancel his or her enrollment within five (5) business days from the receipt of the confirmation .

The five-day cancellation right shall not apply to commercial Customers if, in lieu of sending a confirmation, Supplier obtains an executed contract or a fax copy or an electronic copy of an executed contract.

(2) **Retention of Records by Supplier**

Enrollment Forms and Voice Recordings of enrollments and cancellations must be retained by Supplier, its agents, assigns and/or contractors for a period of two years from the date of said enrollment and/or cancellation and shall be available for audit or review, upon request by the IURC, or the Indiana Office of Utility Consumer Counselor ("OUCC"). The Company shall also have the right to review such records in order to allow it to seek informal resolution of complaints it receives from any Customer regarding service enrollment, service solicitation, service agreements or any other matters related to alleged fraudulent, deceptive, abusive or unsatisfactory practices by Supplier ("Complaints"). This latter information regarding complaints received by the Company shall be available for audit by the OUCC upon request.

(3) **Compliance with All Federal, State, County, and Local Requirements**

Enrollment practices by Supplier, its agents, assigns and/or contractors shall comply with all applicable Federal, State, County and Local statutes, ordinances, rules, regulations, and any other government imposed requirement, including, without limitation, Federal and State Do-Not-Call Lists and local permitting requirements.

(4) **Compliance with Code of Conduct.**

Supplier, its agents, assigns and/or contractors shall comply with the Code of Conduct.

d. Customer Information - Release and Authority.

Upon receipt of valid enrollment confirmation from Customer, the Company may provide to Supplier 0, 12 or 36 months of gas usage data on the specific Customer account enrolled as available to the Company. No other information about Customer and/or Customer's account with the Company will be provided to Supplier.

10. Supply Agreements.

Supplier shall, as part of its supply agreement with Customers, include a conspicuous disclosure of the Customer's termination rights under the supply agreement, and the Customer's right to return to Company sales service in the event Supplier terminates the Customer's gas supply service. The supply agreement shall also include a

provision clearly stating that the supply agreement is subject to termination with no penalty to the Customer in the event of Commission action requiring termination or terminating the Choice program, or in the event that the Supplier is no longer eligible to participate in the Choice program. The supply agreement shall also provide for termination in the event of disconnection for non-payment, and an explanation that re-enrollment will be required to re-establish customer eligibility and service from Supplier under a new supplier contract. The supply agreement shall also include: a statement advising Customers of their right to contact the Office of Utility Consumers Council (the "OUCC") with any questions, concerns or conflicts regarding their Supplier or the program; list the OUCC's toll free number, full name and web site address; and a statement informing the Customer that "the OUCC is the State Agency with the statutory responsibility of representing consumers on all Utility matters."

11. Company Review of Supplier Marketing Materials.

All marketing materials, including direct mail solicitations and outbound telemarketing scripts, as well as material revisions to previously reviewed marketing materials that reflect significant changes in form or substance to previously reviewed material, must be submitted to the Company no later than ten (10) business days prior to introduction into the public domain for advance review. The Company will review marketing material, and when appropriate, suggest changes to the Supplier, but such suggested changes, if any, shall not be considered compulsory. The Company agrees to treat any material submitted for review by Supplier as confidential, and Company suggestions for modifications shall be made within five (5) business days of Supplier submission. For material modifications to previously reviewed material, the Company reserves the right to suggest that the Supplier make modifications only if the Company can demonstrate good cause for the proposed modifications, and such modifications shall not be considered compulsory. In no event shall Company be liable to Supplier for any claims, losses, damages or expenses arising out of any modifications suggested or made by Company, and Supplier shall defend, indemnify and hold harmless Company for any and all claims suits or proceedings filed or threatened against Company by Supplier's Customers or persons solicited by Supplier to become a Customer.

12. Financial and Creditworthiness Requirements.

Company has the right to establish, and from time to time re-evaluate and modify, reasonable creditworthiness requirements and standards as a condition for receiving service under Rate Schedule SAS. Accordingly, as a condition to qualify for service under this Agreement and Rate Schedule SAS, Supplier agrees to meet the financial and creditworthiness standards, and collateral requirements set forth in Rate Schedule SAS, "Supplier Performance Requirements" and in Attachment C, attached hereto and incorporated herein by reference.

Unless Company's credit evaluation with respect to Supplier indicates that a higher amount is required, Company's collateral requirement for Supplier shall be based upon a seasonal collateral equal to ten average days of January delivery for the winter period and 10 average days of April delivery for the summer period. The collateral amount for the winter period will be determined by multiplying the total volume for 10 average days as specified above times the closing NYMEX price for the March contract on the last business day of September in the preceding year. For the summer period, the collateral amount will be determined by multiplying the total volume for 10 average days as specified above times the closing NYMEX price for the October contract on the last business day of February. No later than thirty (30) days prior to the commencement of each Summer Period and Winter Period, Company will notify Supplier of the dollar amount of Supplier's collateral requirement for such period. If the collateral requirement for such period is less than the dollar amount of collateral provided by Supplier and then held by Company, Company shall return the excess collateral amount to Supplier within five (5) business days of receipt of Supplier's written notice as to where such excess collateral should be delivered. If the collateral requirement for such period is more than the dollar amount of collateral provided by Supplier and then held by Company, Supplier shall within five (5) business days after receipt of Company's notice deliver to Company the amount of collateral necessary to meet the full collateral requirement for such period. In the event Company determines at any time that additional collateral is required, Company will notify Supplier in writing of the additional requirement. Supplier shall provide such additional collateral prior to commencement of service under this Agreement, or if service has already begun, within five (5) business days of notification. In accordance with Attachment C, Company reserves the right to conduct credit evaluations from time to time in its reasonable discretion during the course of its transportation program. Cancellation of a Letter of Credit or Parental Guarantee shall be provided by either Party by giving written notice of cancellation to the other party not less than one-hundred (120) days prior to the cancellation, at which time Supplier will be required to provide collateral at least 90 days prior to the cancellation of the existing collateral. In the case of a cash payment as collateral, simple interest thereon at the rate established by the Indiana Utility Regulatory Commission as applicable to customer deposits under 170 IAC shall be paid by the Company for the time such deposit is held by the Company.

Every new Supplier must provide minimum credit assurance in the amount of not less than $100,000. Company, in its sole discretion, may determine the type and amount of acceptable collateral required for each new Supplier.

In the event that Supplier's SAS Agreement is terminated for any reason, Supplier shall continue its obligation to maintain its form of collateral until such time as it has satisfied all of the outstanding claims of Company against Supplier under this Agreement and Rate Schedule SAS and fully performed all contractual and statutory obligations to Customers.

13. Supplier Non-Compliance.

a. Termination of Agreement.

Company may terminate this Agreement in the manner specified below upon the occurrence of any of the following events:

(i) immediately, upon written notice to Supplier, in the event that Supplier either (a) fails to provide the collateral or additional collateral required to be delivered within 5 business days of Company's notice pursuant to Section 12 hereof or (b) fails to make any payment of money to Company when due under this Agreement and such failure is not cured within 3 business days after written notice of such failure is delivered to Supplier;

(ii) upon five (5) days written notice to Supplier, in the event that Company determines, in its reasonable discretion, that Supplier has failed to comply with the Code of Conduct;

(iii) immediately, upon written notice to Supplier, in the event that Company determines, in its reasonable discretion, that Supplier's non-compliance with the requirements of this Agreement is jeopardizing the operational integrity of the Company's distribution system in whole or in part; or

(iv) upon ten (10) days prior written notice to Supplier, in the event that Company determines, in its reasonable discretion, that Supplier has failed to comply with or perform any other requirement or obligation under this Agreement not described in clause (i), (ii) or (iii) above and such failure is not cured within such ten-day period.

Without limiting Company's right to exercise its reasonable discretion under this Section 13, a recurring fraudulent, deceptive, or abusive practices by Supplier shall be considered cause for termination pursuant to Section 13(a)(ii) of this Agreement. For purposes of this section "recurring fraudulent, deceptive, or abusive practices" includes, but is not limited to, five or more discrete, unrelated and independent incidents within any twelve-month period that have been reasonably determined by Company to be fraudulent, deceptive or abusive practices within the meaning of the Code of Conduct. Relevant evidence of such incidents includes, but is not limited to, Complaints made to the Company, Complaints made to the IURC or OUCC, and evidence derived through the independent investigation by the Company.

End use Customers affected by termination of Supplier pursuant to this Section 13 will revert to the Company's applicable sales service.

b. Remedies

Termination is not Company's exclusive remedy for Supplier's breach of this Agreement, and Company shall retain all rights and remedies available to it hereunder, at law or in equity, including, but not limited to, Company's right, without any additional notice to Supplier, to liquidate in whole or in part Supplier's collateral held by Company as security under this Agreement and to apply any proceeds thereof to costs incurred by Company as a result of Company's termination of this Agreement, and in the event Company's damages exceed such proceeds, to pursue recovery of such excess amounts from Supplier.

c. Suspension of Customer Confirmation and Nullification of Customer Contract

Supplier understands and agrees that any supply agreement between Supplier and a Customer is subject to the continuing satisfaction of pertinent eligibility criteria of the Choice Program by both the Customer and the Supplier. Failure of either the Customer or the Supplier to satisfy these criteria may negatively impact Choice program participation as well as the Customer contract for service.

As a condition of Supplier's participation in the Choice Program, Company may nullify any Customer enrollment that cannot be confirmed by Company, without penalty to the Customer or Company. A Customer enrollment may be only nullified if the Customer does not qualify to participate in Company's Choice Program, or if Supplier fails to satisfactorily resolve a problem described below within a ten-day period. The nullification shall take effect upon Company's mailing the described notice to the Customer whose confirmation has been suspended.

The Company reserves the right to immediately suspend its confirmation of Customer enrollments submitted by Supplier in the following circumstances:

(1) A failure by Supplier to maintain creditworthiness required by Section 11 of this Agreement.

(2) A failure by Supplier to acknowledge a Company written information request within four (4) business days and to exercise reasonable efforts to respond to such information request within four (4) business days or, in the alternative, upon reasonable grounds to request an extension of time to respond to such information request.

Supplier's failure to comply with subparagraph (1) or (2) immediately above for a period of ten (10) days may lead to the nullification of all pending Customer enrollments. Before initiating any suspension of enrollment confirmation, the Company shall provide Supplier written notice of the suspension and shall give the reason(s) under this Section for doing so. While a suspension is in effect, Supplier may continue to solicit new Customers and submit new enrollments to the Company, but the Company will not confirm new enrollments. Confirmation of new Customer enrollments will take place immediately upon satisfactory resolution of the problem(s)

that gave rise to the suspension. If Supplier does not satisfactorily resolve the underlying problem(s) within ten (10) days of its receipt of the suspension notice, the Supplier agrees that the Company may notify each Customer whose enrollment has been suspended that the Customer's enrollment with the Supplier has been nullified, and that the Customer may choose another supplier without penalty.

14. Supplier Charges

The terms of Attachment E are attached hereto and incorporated herein by reference.

15. Billing and Collection Options.

Supplier may bill its own supply charges to its Customers.

All such bills rendered by Supplier shall include the following statement: "If you have a natural gas emergency you should immediately notify Northern Indiana Public Service Company by calling 1-800-4NIPSCO (1-800-464-7726)."

Supplier may also elect to have Company invoice Supplier's supply charges by executing Attachment F, attached hereto and incorporated herein by reference. Company agrees to include with its monthly invoices to Customers gas supply charges provided by Supplier for that month and to remit to Supplier the funds paid by its Customers with respect to those amounts.

Supplier agrees to comply with Company's procedures for inputting supply pricing information and for providing updated Customers lists.

In the event a Customer's payment is not sufficient to cover all charges included on Company's invoice, the payment will first be applied to the amounts owed to Company, including, but not limited to, service charges and taxes outstanding for any service provided to the Customer for prior service periods, and the remainder will be applied to the amounts owed to Supplier unless Supplier has entered into an Accounts Receivable Agreement with the Company.

Company shall remit amounts paid in respect of Supplier charges in accordance with the terms and conditions of the Accounts Receivable Purchasing Agreement separately executed between Company and Supplier.

16. Monthly Usage Reconciliation and Payments:

Company will reconcile on a monthly basis any difference between citygate nominated volumes, adjusted for on-system line loss, and the actual usage of Supplier's aggregate pool in that month.

Supplier agrees to pay all applicable charges set forth in Rate Schedule SAS and the General Rules and Regulations Applicable to Gas Service. Company will bill Supplier for all charges incurred under Rate Schedule SAS on a monthly basis, including any late payments from prior periods. Payment shall be due to the Company within 17 days of the billing date. Failure to make timely payment will result in late payment charges, as specified in Rate Schedule SAS, and may result in termination of this Agreement by the Company.

Company may apply Supplier's Cash Deposit, Letter of Credit, or Parental Guarantee to any bills that are left unpaid beginning on the thirty-first day after the billing date.

Failure of Customers to pay Supplier shall not excuse Supplier's obligations to the Company under this Agreement.

17. Dispute Resolution

Without intending to limit the right of either Party to seek recovery in a court of competent jurisdiction for losses or damages as a result of breach of this Agreement by the other Party, in the event of a dispute between Supplier and the Company concerning any provision of this Agreement or the Exhibits and Attachments thereto (other than Attachment G – Accounts Receivable Purchase Agreement), either Party may file a formal complaint with the IURC seeking resolution of the dispute, and both Parties to this Agreement consent to the jurisdiction of the IURC over the Parties and the subject matter of the dispute for the purpose of such resolution. Nothing in this Section 17 shall be deemed as a limitation of any remedial right conferred upon the Company or Supplier under this Agreement until such time as any complaint initiated pursuant to this Section has been adjudicated to completion.

18. Agents and Contractors.

Supplier shall be responsible for performance of its duties and obligations under this Agreement, whether or not such duties and obligations are performed by Supplier, its agent(s), assign(s) partial assigns and/or contractor(s).

19. Limitation of Third Party Rights.

This Agreement is entered into solely for the benefit of Company and Supplier and is not intended and should not be deemed to vest any rights, privileges or interests of any kind or nature to any third party, including, but not limited to the Customers or Customer groups that Supplier establishes under this Agreement.

20. Indemnification.

23. Assignment.

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto. However, no assignment of this Agreement by Supplier may be made without the prior written consent of Company, which consent shall not be unreasonably withheld.

24. Applicable Law and Regulation.

This Agreement shall be construed under the laws of the State of Indiana, other than any conflicts of law or choice of law rules that would direct the application of the laws of another jurisdiction. The Company's compliance with any validly issued order, rule, regulation or policy statement of the IURC, or of any federal, state or local government authority, whether issued before or after the effective date of this Agreement, shall relieve the Company of liability for failure to perform any of its obligations hereunder as a result of such compliance.

25. Notices and Correspondence.

See Attachment G, attached hereto and incorporated herein by reference.

Either Party may change its address for receiving notices effective upon receipt, by written notice to the other Party.

[signatures immediately follow on next page]

IN WITNESS HEREOF, the parties hereto have executed this Agreement effective as of the day and year first above written.

NORTHERN INDIANA PUBLIC SERVICE COMPANY	GLACIAL NATURAL GAS, INC.
(Signature)	(Signature)
Diane Cota (Printed Name)	Joseph Cepparulo (Printed Name)
Manager, Major Accounts Support (Title)	VP Gas Operations (Title)

IN WITNESS HEREOF, the parties hereto have executed this Agreement effective as of the day and year first above written. .

NORTHERN INDIANA PUBLIC SERVICE COMPANY	GLACIAL NATURAL GAS, INC.
(Signature)	(Signature)
Diane Cota (Printed Name)	Joseph Cepparulo (Printed Name)
Manager, Major Accounts Support (Title)	VP Gas Operations (Title)

Exhibit 1
SUPPLIER CODE OF CONDUCT

1. Telephonic Enrollment.

Enrollment of Customers via telephonic solicitation is permitted consistent with the provisions of Section 9 of the Supplier Aggregation Service Agreement (the "Agreement").

For purposes of this Agreement, "outbound calling" shall be defined as solicitation of residential Customers by telephone, initiated by the supplier or the supplier's agent. Outbound calling to residential Customers shall only be permitted during the following local hours: Monday - Friday 9:00 a.m. to 8:00 p.m., Saturday 9:00 a.m. to 5:00 p.m., and Sunday 12:00 p.m. to 5:00 p.m. These time restrictions are intended to reasonably limit the times during which telephone solicitations may be conducted such that the suppliers may effectively utilize telephonic solicitation to reach Customers without excessively impacting Customers' privacy expectations/desires.

Five or more discrete, unrelated and independent violations within any twelve-month period by a supplier of the time periods established for outbound calling to solicit residential Customers will be considered a fraudulent and deceptive practice and subject that supplier to penalties. Telephone solicitation of commercial Customers is permissible.

Voice Recordings for verification purposes shall be made for all telephonic enrollment calls, and shall include the Customer's statement (or affirmation) of all of the following: his/her name; Customer account number and meter number; and the Customer's affirmative acceptance of, at a minimum, the information specified in Attachment B to the Agreement.

2. E-mail/Internet Enrollment.

Enrollment of Customers via E-mail or Internet is permissible consistent with the provisions of Section 9 of the Agreement.

3. Door-to-Door Enrollment.

Enrollment of Customers via door to door solicitation is permitted consistent with the provisions of Section 9 of the Agreement.

A. Apparel:

1. A shirt that properly and prominently displays company's name and logo. If in colder weather, a jacket/coat or a vest over clothing that properly and prominently displays company's name and logo.
2. Must be neat in appearance.

3. No cap unless they have the company's name and logo visibly on the front of the hat, and the hat is worn with the logo facing forward.
4. Representative must wear and prominently display a company photo ID with employee name and Employee ID #. This must be clearly visible to the customer at all times. The company logo must be displayed on the front of the ID.

B. Introduction:
1. Representative must state their name, the company name and show ID.
2. Any individual representing the supplier in conducting Door-to-Door Enrollment shall prominently display identification that, at a minimum, identifies such individual by name and identifies the supplier on whose behalf he or she is representing.
3. Representative must clearly and precisely state the reason for the visit (all reps should assume the customer has no or limited knowledge of the Choice program and should take the appropriate time to explain the reason for the visit).
4. Representative must state that they are an authorized supplier participating in the NIPSCO Choice program.
5. Must state that they are not affiliated with NIPSCO.

C. Leave behinds:
1. Must offer the customer a business card and/or flyer which shall list the supplier's name, representative's name, employee ID #, supplier's website address and toll free number. An attempt must be made to leave behind this information whether an enrollment takes place or not.
2. If a brochure is made available to the customer, it must include the supplier's name, phone #, website address, and a brief description of the supplier and its product offering.

D. Confirmations of Door-to-Door Enrollments:
1. If the customer elects to enroll with the supplier, the supplier must secure the customer's confirmation of their desire to enroll via
    a. In Person - customer's signature on a written Enrollment Acknowledgment Form ("EAF"), separate from a supply agreement
    b. By Telephone

E. Contract Requirements:
1. The contract or EAF, if a copy of the EAF is left with the Customer, must have an area where the customer acknowledges, by initialing in the designated area, that the representative was properly and clearly identified as the supplier's representative. Please note that the customer must also acknowledge during the third party verification that they understand that the marketer is not affiliated with the utility.

2. The contract must have an area where the customer acknowledges, by initialing in the designated area, that they are aware of the contract re-enrollment terms and penalties for early contract cancelation.

F. Solicitation Hours:

1. Solicitation to residential customers shall only be permitted during the following local hours: Monday - Friday 9:00 a.m. to 8:00 p.m., Saturday 9:00 a.m. to 5:00 p.m., and Sunday 12:00 p.m. to 5:00 p.m. If in any case Local and/or State law provides for a tighter time frame for solicitation, that law will supersede the NIPSCO Choice Solicitation Hours. All times apply to the time zone in which the residential customer resides.

G. General Rules:

1. Never argue with the customer
2. Leading the customer to believe that the supplier's representative represents NIPSCO is considered a direct violation of the NIPSCO Choice Code of Conduct, and can result in termination of the supplier's participation in the Choice Program.
3. It is the responsibility of the supplier to obtain all necessary solicitation permits required by law and/or local ordinances.
4. No more than two (2) people are allowed to solicit door-to-door together at one time. It is not permissible to solicit door-to-door with people that are not employees of the Supplier, its agent(s) and/or contractor(s).
5. Each supplier shall provide NIPSCO a list of the areas in which it intends to employ door-to-door marketing. The supplier shall update the list, as necessary, prior to entering any new area or upon exiting an area on that list.

The rules listed above are in no way meant to lessen or take away from the requirements found in the SAS agreement.

4. Fraudulent, Deceptive or Abusive Practices

"Fraudulent, deceptive or abusive practices" are the communication of any written, oral or electronic information regarding the Supplier's services provided to end-use customers that can be reasonably interpreted to misrepresent or inaccurately suggest the nature, price, character or duration of those services or the identity, nature or character of the supplier. Such practices include but are not limited to, the following:

- Any practice that violates pertinent consumer protection safeguards promulgated by legislation or regulatory action.

- A violation of the rules regarding outbound calling to solicit residential customers as outlined in the Supplier Aggregation Service Agreement or violation of federal or state telemarketing or email/internet marketing rules.

- Failure to deliver to a customer the product the Supplier is selling and has agreed to provide to a particular customer, except to the extent that the Supplier fails to provide the product in accordance with contract, law, regulation or other authority provided by the utility or governmental authority.

- Engaging in marketing activities that are prohibited by the Code of Conduct.

- Willfully contacting customers, via outbound calling or door-to-door marketing, more than once in a single day, on any two consecutive days, or more than twice in a single calendar month, when customer has rejected the same offer to enroll with the marketer during the initial contact.

- Claiming any commercially uneconomic transaction or unanticipated gas prices constitutes a "force majeure" condition or similar condition beyond the supplier's control which excuses supplier's obligations to provide the customer with contracted for gas volumes. The supplier agrees that any provision in the supplier's supply agreement with the Customer in violation of this paragraph shall not be enforced under any circumstance.

5. Customer Complaints Received by Company.

All Customer complaints concerning Supplier received by Company will be initially forwarded to the Supplier for resolution. If the resolution offered by the Supplier is not satisfactory to the Customer, then, upon having the matter brought to its attention, Company will review the nature of the complaint and the resolution offered by the Supplier. If, in Company's good faith judgment, the process for resolving the complaint took unreasonably long under the circumstances, or if in Company's good faith judgment the resolution offered was not reasonable, then Company will treat the matter as an Unresolved Customer Complaint, and will begin an investigation of the facts underlying the complaint to determine whether the Supplier has engaged in any fraudulent, deceptive, or abusive acts within the meaning of Paragraph 4 of this Code of Conduct with regard to that Unresolved Customer Complaint.

If after investigating the facts involved in an Unresolved Customer Complaint the Company determines that Supplier has engaged in a fraudulent, deceptive or abusive practice, the Company shall provide the Supplier with a written summary of the incident and the reasons why the Company believes the Supplier's actions were fraudulent, deceptive, or abusive. If the Supplier disputes the determination of the Company, including Company's initial decision to treat the matter as an Unresolved Customer Complaint, the Supplier may appeal the Company's determination(s) to the Director of Consumer Affairs at the IURC. Such an appeal must be submitted within five (5) business days of the date the Supplier receives a copy of the Company's written summary, and a copy of the appeal shall be provided contemporaneously to the Company. It is agreed that a decision of the Director of Consumer Affairs to uphold

or overrule the Company's determination will be subject to appeal to the Indiana Utility Regulatory Commission by either Supplier or the affected Customer.

Supplier agrees that if, as a result of a Customer initiated complaint and after exhaustion of administrative processes described above, any Customer is ultimately determined to have been defrauded or deceived by Supplier, Customer may, at the Customer's election, either (a) continue as a Customer of the Supplier under the terms and conditions of Supplier's agreement or (b) terminate the Customer's agreement with Supplier without penalty, and in cases where payments made to Supplier exceed payments that Customer otherwise would have paid to Company as a GCA Customer, receive restitution equal to such difference from the Supplier.

6. Customer Complaints Received by IURC or OUCC.

Customer Complaints concerning Supplier received by the IURC and referred to Company shall be handled in accordance with the IURC's Rules.

Customer Complaints concerning Supplier received by the OUCC and referred to Company shall be handled in accordance with Paragraph 4 of this Code of Conduct.

ATTACHMENT A

Eligible Receipt Points:

Zone A;

- NGPL (909260 CDP)
- Trunkline (Trkni)
- ANR (Michigan City, Crown Point)
- Crossroads (Griffith, Nappanee)
- Vector
- Northern Border

Zone B;

- PEPL (Nips)
- Crossroads (Nappanee)
- ANR (Ft. Wayne)

ATTACHMENT B

Supplier Selection Form

The following information shall be included in any supplier agreement or any written enrollment authorization:

- Customer Name
- Customer Account number
- Customer Meter number
- Contract pricing terms
- Contract billing and payment terms
- Contract re-enrollment terms
- Cancellation terms, including fees for early termination
- Approximate Contract start and end dates
- Confirmation of Customer's understanding of receiving gas supply from the specific third party supplier as a consequence of this agreement
- Confirmation of Customer's understanding that the supplier is entitled to obtain Customer's gas usage data for the last 0, 12 or 36 months, as available to the Company.
- A Statement of the Customer's right to cancel within 5 business days of receipt of the terms and conditions of contract.
- Confirmation of Customer's understanding that his/her eligibility to participate in the NIPSCO Choice program is subject to confirmation that he/she has good credit standing with NIPSCO, which, for the purposes of this program, shall be defined as an account that is not in arrears more than 30 days.
- Confirmation of Customer's understanding that he/she can return to NIPSCO's Sales Service in the event supplier terminates Customer's supply agreement and that Customer can return to NIPSCO Sales Service, or change suppliers, at any time during the term of the agreement subject to the terms and conditions of such Agreement.

ATTACHMENT C

Creditworthiness Standards

As a condition of eligibility for participating as a qualified supplier in Northern Indiana Public Service Company's ("NIPSCO") small Customer transportation program and to receive Supplier Aggregation Service under Rate Schedule SAS, Supplier agrees to provide, upon request, the following information for purposes of establishing financial qualifications:

a. Dun and Bradstreet credit report
b. Most recent complete annual audited financial statements and un-audited quarterly financial statement
c. Credit and/or Business reference contacts
d. Exact legal name

Return all required information and a check to cover the fees incurred by NIPSCO for the necessary credit evaluation to:

Dee Cota
Manager, Major Accounts Support
Northern Indiana Public Service Company
801East 86th Avenue
Merrillville, IN. 46410

Phone: 219-647-6083
Fax: 219-647-6370

The evaluation will be based upon credit factors including, but not limited to previous Customer history, Dun & Bradstreet financial and credit ratings scores, and financial information. NIPSCO shall have the sole discretion to determine credit worthiness based on the above criteria.

Suppliers not meeting acceptable credit levels will be required to provide collateral, in addition to the collateral specified in the "Supplier Performance Requirements" section of Rate Schedule SAS, in the form of a letter of credit, cash deposit and/or parent guarantee in a form acceptable to NIPSCO. Such additional collateral, if required, must be provided to NIPSCO prior to the commencement of service under Rate Schedule SAS.

NIPSCO reserves the right to conduct from time to time in its discretion credit evaluations during the course of its transportation program when information has been received that indicates the creditworthiness of a supplier has deteriorated or that the supplier's program is exceeding the currently approved credit level. Such evaluation will be a basis for adjusting the form and amount of collateral as determined by NIPSCO in its reasonable discretion.

ATTACHMENT D

Supplier Charges

1. Administration Charges:
Zone **A&B**

$0.75 per meter per month for each Customer receiving service under Rate Schedule **411, 415, 416, or 417**.

$1.50 per meter per month for each Customer receiving service under Rate Schedule **421 or 425**.

Minimum administrative charge: $500.00 per month.

2. Other Charges:
Imbalance Cash-out Charges per Rate Schedule SAS.

ATTACHMENT E

Supplier Election Of Company Nomination Option

Supplier elects to receive the following nomination arrangement, for a minimum of 12 months from the Company as part of its SAS Service Agreement:

Service description (choose 1 with an "X" in the blank space next to the applicable paragraph below):

__X__ Company Nomination Option

____ Formula Option

____ Qualifying Aggregator Nomination Option

Taxes:

Taxes applicable to the sale of gas to Customers aggregated under Rate Schedule SAS and this Agreement shall be included within the gas supply charges billed on behalf of Supplier.

Supplier accepts exclusive responsibility for all sales, and other taxes that apply and are due on the sale of natural gas to any Customer aggregated under Supplier's SAS Service Agreement. Supplier shall timely file all required tax reports within the State of Indiana. Supplier agrees to indemnify the Company from any and all taxes and any penalties and interest thereon, resulting from the failure of Supplier to satisfy its tax obligations related to the sale of gas.

Applicable Charges for billing services:

Accepted by:

Joseph Ley — 7/6/11

Supplier's Authorized Representative — Date

B M Costa — 8/1/11

Company's Authorized Representative — Date

ATTACHMENT E

Supplier Election Of Company Nomination Option

Supplier elects to receive the following nomination arrangement, for a minimum of 12 months from the Company as part of its SAS Service Agreement:

Service description (choose 1 with an "X" in the blank space next to the applicable paragraph below):

__X__ Company Nomination Option

____ Formula Option

____ Qualifying Aggregator Nomination Option

Taxes:

Taxes applicable to the sale of gas to Customers aggregated under Rate Schedule SAS and this Agreement shall be included within the gas supply charges billed on behalf of Supplier.

Supplier accepts exclusive responsibility for all sales, and other taxes that apply and are due on the sale of natural gas to any Customer aggregated under Supplier's SAS Service Agreement. Supplier shall timely file all required tax reports within the State of Indiana. Supplier agrees to indemnify the Company from any and all taxes and any penalties and interest thereon, resulting from the failure of Supplier to satisfy its tax obligations related to the sale of gas.

Applicable Charges for billing services:

Accepted by:

Joseph Cepponik — 7/6/11

Supplier's Authorized Representative — Date

DMLota — 8/1/11

Company's Authorized Representative — Date

ATTACHMENT F

Written notice and correspondence to the Company shall be addressed as follows:

Nomination and dispatch notices and related correspondences should be directed to:

City Gate Nominations:
Gas Control
Telephone: 219-853-5613
Fax notices: 219-853-5178
Mailing Address: 1500 165th Street
Hammond, IN 46324

Inquiries and correspondence on all other matters should be directed to:

Gas Transportation and Sales Support
Telephone: 219-647-6083 or 219-647-5150 or 219-647-6538
Fax notices: 219-647-6370
Mailing Address: 801 East 86th Avenue
Merrillville, IN 46410

Written notices and correspondence to Customer shall be addressed as follows:

Joseph Cepparulo
24 Route 6A
Sandwich, MA 02563

Telephone notices to: 908 448-4129

Fax notices to: 888 664-6364

E-mail notices: gasscheduling@glacialenergy.com

ATTACHMENT 3

STATE OF INDIANA
OFFICE OF THE SECRETARY OF STATE
CERTIFICATE OF AUTHORIZATION

To Whom These Presents Come, Greetings:

I, Connie Lawson, Secretary of State of Indiana, do hereby certify that I am, by virtue of the laws of the State of Indiana, the custodian of the corporate records, and proper official to execute this certificate.

I further certify that records of this office disclose that

GLACIAL NATURAL GAS, INC.

duly filed the requisite documents to commence business activities under the laws of State of Indiana on December 17, 2009, and was in existence or authorized to transact business in the State of Indiana on December 04, 2012.

I further certify this For-Profit Foreign Corporation has not filed its most recent report required by Indiana law with the Secretary of State and that no notice of withdrawal, dissolution or expiration has been filed or taken place.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the State of Indiana, at the city of Indianapolis, this Fourth Day of December, 2012.

Connie Lawson

Connie Lawson, Secretary of State

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