Exhibit C

Indiana Utility Regulatory Commission (IURC)
Gas Customer Choice Marketer Registration
For the Northern Indiana Public Service Company
Service Territory

SUBMIT COMPLETED FORM TO:

Jerry L. Webb, Director of Gas/Water/Sewer Division, via

E-mail: JLWEBB@URC.STATE.IN.US
Or
FAX: 317-233-1981
Or
US Mail:
Jerry L. Webb, Director of Gas/Water/Sewer Division
Indiana Utility Regulatory Commission
302 West Washington Street, Room E-306
Indianapolis IN 46204

1. Marketer Information

▫ Legal Name	**MxEnergy, Inc.**
▫ Doing Business Name (if applicable)	
▫ Business Address Stamford address	**595 Summer Street, Suite 300 Stamford, CT 06901-1407**
▫ Telephone Number	**(203) 356-1318**
▫ Fax Number	**(203) 975-9659**
▫ Web Site Address	**www.mxenergy.com**
▫ List all names under which the applicant does business in the United States or Canada	**See Attachment 1**
▫ Parent Company Name; address and phone number (if applicable)	**MxEnergy Holdings Inc.**
▫ Form of ownership	**Corporation**
▫ Years in business -7	
▫ Federal Employer Identification Number	**06-1543530**

2. Contact Information

▫ Contact Person for Regulatory or Emergency matters:

Name	**Thomas W. Hartmann, Esq.**
Title	**General Counsel**
Business Address	**595 Summer Street, Suite 300 Stamford, CT 06901-1407**
Telephone Number	**(203) 353-1318 ext. 7735**
Cell Number	**(847) 220-2061**
Fax Number	**(203) 975-9659**
E-mail Address	**thartmann@mxenergy.com**

- Contact Person for Commission Staff use in investigating customer complaints:

Name	**Kathryn Tozzini**
Title	**Senior Manager**
	Quality Assurance & Compliance
Business Address	**10010 Junction Drive, Suite 104-S**
	Annapolis Junction, MD 20701-1180
Telephone Number	**(240) 456-0505 ext. 5414**
Cell Number	**(443) 398-5536**
Fax Number	**(240) 456-0510**
E-mail Address	**kathrynt@mxenergy.com**

- Contact Person and Address for customer service and complaints:

Name	**Rodger Krakau**
Title	**Director, Customer Care Operations**
Business Address	**10010 Junction Drive, Suite 104-S**
	Annapolis Junction, MD 20701-1180
Telephone Number	**(240) 456-0505 ext. 5150**
Cell Number	**(410) 971-4635**
Fax Number	**(240) 456-0510**
E-mail Address	**rodgerk@mxenergy.com**

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

4. Identify each State or Province in the United States or Canada in which you are currently providing service or intend to provide service. **FL, IL, IN, KY, MA, MD, MI, NJ, NY, OH, PA ONTARIO, CANADA**

5. Provide an outline of staffing and procedure for responding to customer inquires and customer complaints. **See Attachment 2**

6. Provide proof that Northern Indiana Public Service Company (NIPSCO) has performed the necessary creditworthiness evaluation and that you are approved to participate in the Choice Program. **See Attachment 3**

7. Supply proof of registration with the Indiana Secretary of State's Office. **See Attachment 4**

Marketer shall notify the IURC of any changes to the above information.

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

Attachment 1

Names Under Which Applicant Does Business in the United States or Canada

MxEnergy Inc.

MxEnergy Electric Inc.

MxEnergy (Canada) Ltd.

Online Choice Inc.

Attachment 2

NIPSCO Complaint Response Process

- Complaint received electronically from NIPSCO.
- Log into Compliance Database and note required response time. A response **MUST** be provided the same business day received. If additional time is required Tom Hartmann must be notified and upon approval, NIPSCO should be notified of the delay as well.
- Review for account number, contact information, and description of issue.
- Locate account in Gentrack using the account number if provided, telephone number, address, or last name
- Note on complaint report: utiltity, current rate plan, enrollment date, term, account number if not provided, marketer, and voice record locator. This information is important to have on hand and allows for easy of retrieval.
- Review customer memo for possible activity on the account and retrieve appropriate reports as support for a response to NIPSCO.
- Contact customer if required or necessary for additional information or clarity.
- Log receipt of complaint and brief response if possible into the customer memo.
- Exit account.
- Prepare an electronic response and send to the email address provided on the complaint report and copy thartmann@mxenergy.com and kathrynt@mxenergy.com
    - File hard copy in resolved complaint folder and electronic version in mxenergy01\stamford office\compliance\complaints and the appropriate folder by month and territory.

ATTACHMENT 2

3.1.13 Respond to Customer Complaint		
Step	**Action**	**Response**
Section A		
1	Customer asks to lodge a complaint.	Acknowledge customer request.
2	Request information regarding customer concern. Ask "May I help you with your concern?"	Apologize to customer regarding issue.
3	Attempt to resolve issue and alleviate customer concern.	Volunteer to help document issue and forward it for resolution.
4	Does customer have a Marketing complaint?	YES – Go to step A.6 for CSR to document and provide further research of issue. NO – Go to B.1 for escalation of the call to Team Lead/Manager.
5	Has customer filed or stated intent to file a regulatory complaint?	YES - Go to step C.1 to refer compliance issue to Compliance Dept. NO – Go to B.1 for escalation of the call to Team Lead/Manager.
6	Open Marketing Complaint Log (C.10) Marketing Complaint Log via MS Word. Request and record: • date • customer name, • telephone account, • utility, • account number, • complaint • sales company • agent name in appropriate columns in spreadsheet. Save complaint log.	Complaint details are documented in log.
7	Respond to customer, identifying intended resolution.	Resolution is recorded in 'CSR Action/Resolution' column in complaint log.
8	Determine if customer wants to be placed on Do Not Call list. Does customer wish to be added to the Do Not Call List?	YES – Go to step A.9. NO - Go to step A.10.
9	Place 'X ' in 'Request DNC' column. Advise customer that he has been added to the Do Not Call List.	Complaint log is updated with Do Not Call request info.
10	Should complaint be referred to the Marketer?	YES – Go to Step A.11. NO – Go to step A.12.
11	Place 'X' in 'Refer to Marketer' column. Save complaint log. Advise customer that the complaint will be referred to the Marketer for final resolution.	Complaint log is updated with marketer referral info.
12	Ask if customer has additional concerns. Does customer wish to cancel enrollment?	YES -Go to step A.13 NO - Save complaint log. Go to step E.1.
13	Offer rebuttal against cancellation to customer. Choose rebuttal from Rebuttal Script (B.4).	
14	Ask if customer would like to continue with mXenergy. Does customer wish to cancel enrollment?	YES -Go to step A.15. NO - Go to step D.1.
15	Place 'X' in 'Cancel' column in Complaint Log. Save complaint log.	• Complaint log is updated with cancellation info. • Customer is advised that the cancellation process will be initiated. • Execute 3.6.3 Cancel Enrollment procedure. Cancel Enrollment
Section B		

ATTACHMENT 2

3.1.13 Respond to Customer Complaint		
Step	**Action**	**Response**
1	Ask customer if issue has been resolved. Does customer want to drop complaint?	YES – Go to step E.1 NO – Execute 3.1.11 Address Escalated Call. Address Escalated Call
Section C		
1	Verify that customer has a regulatory compliance complaint.	Execute 3.1.16 Refer Compliance Complaint. Refer customer to Compliance Department. Refer Compliance Complaint
Section D		
1	Place 'X' in 'Customer Saved' column. Save complaint log.	Complaint log is updated with saved information. Go to step E.1.
Section E		
1	Execute 3.1.3 Update MEC. Update Customer Memo	Gentrack Customer Memo is updated to document caller name and complaint documentation or referral.
2	Execute 3.1.15 Close Call. Close Call	Terminate call with customer.
3	Open Complaint Log. Review marketer response to customer complaint.	Note customer contact information and complaint/issue resolution.
4	Contact customer and advise him of resolution of issue/complaint.	Follow-up with customer on resolution.

ATTACHMENT 2

3.1.11 ADDRESS ESCALATED CALL		
Step	**Action**	**Response**
Section A		
1	Customer requests to speak to a supervisor.	Acknowledge customer request.
2	Ask "May I help you with your concern?"	
3	Request customer concern	Acknowledge customer concern.
4	Volunteer to help resolve issue. Does customer continue to wish to speak with a supervisor?	YES - Go to step A.5. NO - Go to step D.1.
5	Place customer on hold. Call Team Lead or Supervisor for assistance. Is a Team Lead available?	YES - Go to step A.6. NO - Go to step B.1.
6	Advise Team Lead/Supervisor that an escalated call is being transferred.	
7	Execute 3.1.12 Transfer Call. Transfer Call	Warm transfer call to Team Lead or Supervisor for resolution. Go to step E.1.
Section B		
1	Continue to place customer on hold. Call Manager or Director for assistance. Is Manager or Director available?	YES - Go to step B.2. NO – Go to Step C.1
2	Advise Manager/Director that an escalated call is being transferred.	
3	Advise customer that the call will be transferred to the Manager/Director.	
4	Execute 3.1.12 Transfer Call. Transfer Call	Warm transfer call to Manager/Director for resolution. Go to step E.1.
Section C		
1	Advise customer that neither supervisor, manager nor team lead are available.	
2	Advise customer that the call will be transferred to the team leader's voice mail.	
3	Execute 3.1.12 Transfer Call. Transfer Call	Voicemail transfer call to Team Lead voicemail for resolution. Go to step E.1.
Section D		
1	Execute 3.1.4 Respond to Existing Customer Request . Respond to Existing Customer Request	Respond to additional customer concerns.
Section E		
1	Execute 3.1.3 Update MEC Update Customer Memo	Gentrack Customer Memo is updated to document caller name and issue requiring escalation.
2	Execute 3.1.15 Close Call Close Call	CSR terminates call with customer after transfer is complete.

ATTACHMENT 2

3.1.16 REFER COMPLIANCE COMPLAINT		
Step	**Action**	**Response**
1	Customer has filed or stated intent to file a regulatory compliance complaint.	
2	• Advise customer that the call will be transferred to the Compliance Department. • Execute 3.1.12 Transfer Call. Transfer Call	Call is transferred to the Compliance Department.
3	Execute 3.1.3 Update MEC. Update Customer Memo	Update Gentrack Customer Memo to document customer concern.
4	Execute 3.1.15 Close Call. Close Call	Customer call is terminated.

ATTACHMENT 3

A NiSource Company

Northern Indiana Public Service Company
Large Customer Relations & Gas Transportation

May 10, 2006

Mr. John Ahrens
MxEnergy
10010 Junction Dr., Ste. 104-S
Annapolis Junction, MD 10701

Dear Mr. Ahrens:

This letter is to provide proof that Northern Indiana Public Service Company (NIPSCO) has performed the necessary creditworthiness evaluation for MxEnergy and that they are approved to participate in the Choice Program.

Sincerely,

Thomas A. Payne

ATTACHMENT 3

NORTHERN INDIANA PUBLIC SERVICE COMPANY

SUPPLIER AGGREGATION SERVICE AGREEMENT

For Rate Schedule 345 End Use Customers

Zone A & B

THIS AGREEMENT is made and entered into this 2 day of May, 2002 between Northern Indiana Public Service Company, ("Company") and Mx Energy Inc. ("Supplier").

WHEREAS, the Supplier has requested the Company to provide service under its Supplier Aggregation Service Rate Schedule ("Rate Schedule SAS"); 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 IURC Gas Service Tariff, Original Volume No. 5, Rate 345 Rate For Gas Service, Supplier Aggregation Service ("Rate Schedule SAS"), and pursuant to the terms of this Service Agreement ("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 6/1/02 and ending on 5/31/02, unless earlier terminated or modified by order of the Indiana Utility Regulatory Commission ("IURC").

Supplier may elect to extend this Agreement for an additional twelve months by notifying the Company in writing of such election at least 45 days prior to the expiration of the initial term. Upon receipt by the Company of a timely written election to extend, the term of this Agreement shall automatically extend to May 1, 2003, 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 on its system under this Agreement shall be subject to a 0.85% line loss deduction.

Company will redeliver such gas to end use customers on its system with whom the Supplier has supply contracts, provided such end use 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 end use customers aggregated on behalf of the Supplier under this Agreement.

4. Nominations.

a) Nomination For Aggregation of Supplier Choice Delivery Service Customers.

For purposes of determining Supplier's daily delivery obligations for its end use customers receiving transportation service pursuant to the Rider to Rate Schedules 311, 315, 316, 317, 321 and 325, Supplier Choice Delivery Service Rate Schedule ("SCDS"), Supplier agrees to the following:

1. Company Nomination (City Gate) Company will give Supplier a daily nomination, at Company's City Gate, for gas supply, adjusted on-system line losses, necessary to meet the requirements of the Supplier's end use customers aggregated under this Agreement. Company shall also provide Supplier with daily and monthly storage parameters, including storage capacity, monthly injection/withdrawal requirements and seasonal requirements.

Supplier shall deliver an amount of gas equal to the nomination provided by the Company for that gas day. Supplier shall also be responsible for submitting daily storage nominations to the Company in order to meet its monthly injections/withdrawal requirements and seasonal requirements.

To assist Supplier in arranging its gas supplies for the month, Company shall provide Supplier with a good faith estimate of the daily gas requirements of Supplier's aggregate end use customers for the upcoming gas month six business days prior to the beginning of the month. Company may, in its sole discretion, adjust the forecast daily nominations to accommodate demand and weather variations by notifying Supplier of such modification, on a timely basis, prior to the beginning of the gas day to which the changed nomination applies.

Imbalances.

City Gate Daily Nominations and Deliveries - So long as it tenders for delivery a daily volume of gas equal to the daily nomination provided by the Company, Supplier will be in balance and not subject to delivery imbalance cash-out charges for that day. Differences between nominations and volumes tendered for delivery will constitute an imbalance which is subject to the Daily Imbalance Cash-out provisions in Rate Schedule SAS.

Storage Parameters and Nominations - So long as Supplier submits storage nominations to the Company so that Supplier's daily, monthly and seasonal storage parameters are met, Supplier will be deemed in balance. If Supplier exceeds allowed maximum daily injection or withdrawal volumes, such excess volumes will constitute an imbalance subject to the Daily Imbalance Cash-out provisions in Rate Schedule SAS.

During non-critical periods, in addition to daily cash-out provisions, Supplier shall also pay all costs incurred by the Company, as deemed necessary in the Company's reasonable judgment, to manage Supplier's daily storage imbalances. Such charges may include, but are not limited to, upstream service charges, supply charges and on-system service charges. During critical periods, Supplier will be billed and will pay the greater of $60.00 per dth or the applicable pipeline imbalance penalty charges.

Storage balances will be reconciled on a monthly and seasonal basis as described in Section 11, Monthly Usage and Reconciliation and Payments.

Recurring Unauthorized Use of System Gas or Extraordinary Imbalances.

If Supplier has recurring imbalances or extraordinary imbalances it shall be subject to the charges, and may incur additional contract service obligations with the Company, provided for in Rate Schedule SAS.

5. Receipt and Delivery Points.

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

6. 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.

7. 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 Supplier Selection authorization form from each SCDS end use customer included on its list which authorization indicates that the end user customer has selected the Supplier as its gas supplier. Such authorization shall be in a form substantially the same as Attachment B. Provided, however, if Supplier uses electronic enrollment, as set forth in this Agreement in Section 7.b(1) - Fax/ Electronic Enrollment Procedures, below, such authorization shall be in a form substantially the same as Attachment B-1, attached hereto and incorporated by reference.

Supplier shall update its end use customer list whenever end use customer services are terminated or new end use customers are added to Supplier's aggregation pool. Such updates shall be provided on a weekly basis to the extent practicable. The Company may require up to four weeks to process changes in Supplier's end use customer list.

1. Fax/Electronic Enrollment Procedures

For purposes of this Agreement, "Fax/Electronic Enrollment" shall be defined as enrollments by fax, e-mail and/or Internet or by telephonic means. Fax/Electronic enrollment shall be permitted under this Agreement. For purposes of this Agreement, the term "Supplier" shall include all providers of residential and commercial natural gas services. All enrollments by fax, e-mail and/or Internet or by telephonic means shall be conducted according to the following terms:

A. Fax Enrollment

For all fax enrollments, standardized enrollment forms shall be used and shall include the end use customer's name, account number and meter number, the contract price, billing and payment terms, re-enrollment terms, the start and end dates for the contract, the representation that the customer shall receive a written copy of his/her complete supply purchase agreement within five business days and representation that the customer shall also receive within five (5) business days, a written confirmation that includes 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. Provided, however, provisions related to the five-day cancellation rights shall not apply to commercial customers if, in lieu of sending a confirmation, Supplier obtains an executed contract or a fax copy of an executed contract. The confirmation shall be in a form substantially the same as Attachment B-1

B. E-mail/Internet Enrollment

For all e-mail and/or Internet enrollments or other electronic enrollments, standardized enrollment forms shall be used and shall include the end use customer's name, account number and meter number, the contract price, billing and payment terms, re-enrollment terms, the start and end dates for the contract, the representation that the customer shall receive a written copy of his/her complete supply purchase agreement within five (5) business days, and representation that the customer shall also receive within five business days, a written confirmation that includes 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. Provided, however, provisions related to the five-day cancellation rights shall not apply to commercial customers if, in lieu of sending a confirmation, Supplier obtains an executed contract or a fax copy of an executed contract. The confirmation shall be in a form substantially the same as Attachment B-1.

C. Telephonic Enrollment

For purposes of this Agreement "outbound calling" shall be defined as solicitation of residential customers by telephone, initiated by Supplier or Supplier's agent. Outbound calling to residential customers shall only be permitted during the following 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 Suppliers may effectively utilize telephonic solicitation to reach customers without excessively impacting customers' privacy expectations/desires. For purposes of this Agreement, a violation 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 all the following: (1) contract price, (2) contract billing and payment terms, (3) contract re-enrollment terms, (4) the contract start and end dates, (5) representation that the customer shall receive a written copy of his/her complete supply purchase agreement within five (5) business days, and (6) representation that the customer shall also receive within five (5) business days, a written confirmation that includes 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. Provided, however, provisions related to the five-day cancellation rights shall not apply to commercial customers if, in lieu of sending a confirmation, Supplier obtains an executed contract or a fax copy of an executed contract.

Enrollment Forms and Voice Recordings of enrollments and cancellations must be retained by Supplier for a period of two years and shall be available for audit or review, upon request by the Indiana Utility Regulatory Commission ("IURC"), or the Indiana Office of Utility Consumer Counselor ("OUCC"). Northern Indiana Public Service Company ("the Company") shall also have the right to review such records 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 or deceptive practices by Supplier. This latter information regarding complaints received by the Company shall be available for audit by the OUCC upon request.

D. Supply Agreements

Supplier shall, as part of its supply agreement with end use customers, include a statement that informs end use customers of the customer's right to obtain gas supply from other suppliers, 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 their gas supply service. The supply agreement shall also include: a statement advising customers of their right to contact the Indiana Office of Utility Consumer Counselor ("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."

E. Fraudulent and Deceptive Practices

Supplier agrees that it will not engage in any fraudulent or deceptive practices to obtain a supplier selection authorization from any customer eligible for SCDS.

If Supplier is deemed to have engaged in fraudulent or deceptive practices, by the IURC, or any other governmental body with jurisdiction, Supplier shall be billed and pay a penalty charge under this Agreement of $750.00 for each incident of a fraudulent or deceptive practice. These charges shall be in addition to any other penalties that may be imposed by the IURC or any other governmental body. These funds shall be held in a separate account by the Company and will be used for future NIPSCO Choice consumer education program costs, as agreed upon by the OUCC and the Company. Such penalty funds shall be distributed within 180 days of the termination of the term of the electronic enrollment or annually, which ever is sooner.

Recurring fraudulent or deceptive practices by Supplier shall be a basis for termination of service under this Agreement pursuant to Section 12, "Noncompliance." "Recurring" for purposes of this Agreement shall be defined as at least five instances.

For purposes of this Agreement, violation by a supplier of the prohibition against outbound calling to solicit residential customers shall be considered a fraudulent and deceptive practice.

c) Financial Requirement

Company has the right to establish reasonable financial performance 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 credit worthiness standards, and security requirements set forth in Rate Schedule SAS, "Supplier Performance Requirements" and in Attachment C, attached hereto and incorporated herein by reference.

Supplier's security requirement shall be based upon the maximum aggregate daily delivery obligation of the Supplier for a two-month period, unless Supplier's credit evaluation indicates that a higher amount is required. In the event it is determined that additional security is required, Company will notify Supplier in writing of the additional requirement. Supplier shall provide such additional security prior to commencement of service under this Agreement, or if service has already begun, within 30 days of notification.

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

d) 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 end use 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.

e) Standards of Conduct

If Supplier is aggregating end users receiving service under Rate Schedules 311, 315, 316, 317, 321, 325 or other human needs, Supplier agrees to comply with any standard(s) of conduct that may be adopted by the IURC.

8. Supplier Charges.

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

9. Dispute Resolution.

In the event a disagreement arises between Supplier and the Company regarding Supplier's compliance with the foregoing "Supplier Performance Requirements" section, Supplier may file a complaint with the IURC to resolve the dispute, or, if agreed to by the Company, Supplier can seek resolution through binding arbitration.

10. Billing and Collection Options.

Supplier may bill its own supply charges to its end use customers.

All such bills rendered by the 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 the Company bill Supplier's supply charges by executing Attachment F, attached hereto and incorporated herein by reference. The Company agrees to include with its monthly billing to end use customers gas supply charges provided by Supplier for that month and to remit to Supplier the funds paid by its end use customers with respect to those amounts.

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

In the event an end use customer's payment is not sufficient to cover all charges included on the Company's bill, the payment will first be applied to the amounts due the Company, and the remainder will be applied to the amounts due the Supplier.

11. Monthly Usage Reconciliation and Payments:

The 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. Storage will be adjusted for differences between storage nominations and established monthly and seasonal storage parameters which will be subject to the following cash-out provisions:

Month-end storage imbalances Excess Inventory- If Supplier's monthly storage activity is less than the Minimum Monthly Withdrawal requirement or more than the Maximum Monthly Injection requirement, Company will cash-out such excess inventory volumes at the lower of: 1) 60% of the first of the month index price published in Gas Daily for Chicago LDC's, large end users or 2) 60% of the lowest daily index price published in Gas Daily for Chicago LDC's, large end users, for given month.

Low Inventory - If Supplier's monthly storage activity exceeds the Maximum Monthly Withdrawal requirement or is less than the Minimum Monthly Injection requirement, Company will cash-out such deficient inventory volumes at the higher of: 1) 140% of first of the month index price published in Gas Daily for Chicago LDC's, large end users or 2) 140% of the highest daily index price published in Gas Daily for Chicago LDC's, large end users, for given month.

Seasonal storage imbalances - If Supplier's storage inventory level on March 31 is greater than 20% of Supplier's total allocated storage capacity for the twelve month period ending March 31st, Company will cash-out such excess inventory volumes at 60% of the first of the month index price for April published in Gas Daily for Chicago LDC's, large end users.

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 Deposit to any bills that are left unpaid beginning on the thirty-first day after the billing date.

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

12. Noncompliance.

Supplier's failure to comply with any term of this Agreement, as determined by the Company in its reasonable discretion, may result in termination of service under this Agreement and Rate Schedule SAS. Supplier will be given 10 days written notice of such termination. If Supplier's noncompliance is jeopardizing system operational integrity, as determined by the Company in its reasonable discretion, notice of termination will be effective upon receipt. Company shall have the right to liquidate Supplier's form of security under this Agreement to recover costs incurred by the Company in terminating this Agreement under this provision.
End use customers affected by termination for non-compliance will revert to the Company's applicable sales service.

13. 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.

14. Limitation of Third Party Rights.

This Agreement is entered into solely for the benefit of the Company and the 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 end use customers or end use customer groups that Supplier establishes under this Agreement.

15. Indemnification.

Supplier agrees to indemnify and hold harmless the Company from any loss, damage, or expense arising out of or in any way connected with the claims of any end use customers on whose behalf Supplier is aggregating gas supply for failure of the Company to provide service if such failure is the result of volumes nominated by the Supplier failing to be delivered to the Company or the failure of Supplier to timely make payment to the Company pursuant to this Agreement and Rate Schedule SAS.

16. Termination and Bankruptcy.

If the Supplier is terminated and/or declares bankruptcy, Supplier will be liable to the Company for any and all costs associated with the termination, including expenses and attorneys fees incurred by the Company as a result of such termination or bankruptcy. Payment by the Supplier of all such costs, expenses and attorney's fees will be a condition of re-establishing service under Rate Schedule SAS.

17. Limitation of Liability.

Supplier shall have responsibility for and assumes all liability with respect to Supplier-owned gas prior to delivery to the Company under this Agreement. Supplier agrees to pay or cause to be paid all royalties, taxes and other sums due on production and transportation of the natural gas prior to its delivery to the Company. Supplier agrees to indemnify the Company and save it harmless from all suits, actions, debts, accounts, damages, costs, losses, liabilities (including reasonable attorney's fees) and expenses arising from or out of claims of title, personal injury or property damage from any and all entities or persons to said Supplier-owned gas to be delivered to the Company. The Company shall have the responsibility for and assumes all liability with respect to Supplier-owned gas after the natural gas is delivered to the Company's receipt point but prior to delivery to the end use customer. Neither party shall be liable for incidental or consequential damages.

18. 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, in whole or in part, will be made without the prior written consent of the non-assigning party, which consent shall not be unreasonably withheld.

19. Applicable Law and Regulation.

This Agreement shall be construed under the laws of the State of Indiana and shall be subject to all valid applicable State, Federal and local laws, rules, orders and regulations. 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.

20. 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.

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

For Northern Indiana Public Service Company	For Supplier:
Name: Timothy Taylor VP, SALES	Name: Raymond A. Swanson, Treasurer
Dated: 5/15/02	Dated: 5-2-02

ATTACHMENT A

Eligible Receipt Points:

Zone A;

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

Zone B;

- PEPL (Nips)
- Crossroads (Nappanee)
- ANR (Ft. Wayne)
- Vectren
- Northern Border

Eligible Delivery Points:

End use customer's meter

Nipsco on system storage

Storage Points:

NIPSCO On-System Storage

ATTACHMENT F

Supplier Election Of Company Billing Option

Supplier elects to receive the following billing services from the Company as part of its SAS Service Agreement:

Service description:

Company Billing Option

Taxes:

Taxes applicable to the sale of gas to end use 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 end use 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:

Raymond Abramson Treasurer — 5-2-02

Supplier's Authorized Representative — Date

VP-SALES — 5/15/02

Company's Authorized Representative — Date

ATTACHMENT G

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: 219-853-5813
Fax notices: 219-853-5178
Mailing Address: 1500 165th Street
Hammond, IN 46324

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

Internal Sales and Sales Support Department

Telephone: 219-647-5077 or 219-647-4941
Fax notices: 219-647-5310
Mailing Address: 801 E. 86th Avenue
Merrillville, IN 46410

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

MxEnergy Inc.
20 Summer St.
Stamford, CT 06901

Telephone notices to: (203) 356-1318

Fax notices to: (203) 425-9562

E-mail notices: rabramson@mxenergy.com

ATTACHMENT 3

ACCOUNTS RECEIVABLE PURCHASE AGREEMENT

This Agreement made this 7th day of October, 2002, ("Agreement") by and between MxEnergy Inc., located at 20 Summer Street, Stamford, CT 06901 ("Supplier") and Northern Indiana Public Service Company ("Company"), 801 E. 86th St., Merrillville, IN 46410.

WHEREAS, the Company has instituted a service regulated by the Indiana Utility Regulatory Commission ("Commission") in which it offers gas transportation service to residential and small commercial customers of the Company ("NIPSCO Choice");

WHEREAS, the NIPSCO Choice program contemplates that the Company's customers will secure their gas supplies competitively, through a natural gas supplier (Supplier) that has been licensed to supply natural gas in Indiana and is eligible to provide service on the Company's system, and that the Company's customers will continue to use the Company to transport the gas supplies;

WHEREAS, the NIPSCO Choice program provides that the Company, at its option, may purchase the accounts receivable from participating marketers who desire the Company to make such purchases;

WHEREAS, the Supplier is participating in NIPSCO Choice, and the Supplier desires to have the Company purchase its accounts receivable and the Company has agreed to purchase the Supplier's accounts receivable;

NOW THEREFORE in consideration of the mutual promises and covenants contained in this Agreement, the Supplier and the Company agree to the following terms and conditions:

1. Definitions. The following capitalized terms will have the following meanings when used in this Agreement:

   a. "Accounts Receivable" means the uncollected amounts that are justly due and owing from Customers in payment for the natural gas sold to these Customers by the Supplier. This term does not include any applicable Indiana sales tax or late payment fees charged to the Customer and added to the Customer's bill.

   b. "Customer" means the Company's customers who are both participating in the NIPSCO Choice program and who are being provided natural gas by the Supplier under a Qualified End User Contract. Under no circumstances will the term "Customer" include the Company's customers who are not participating in the NIPSCO Choice program or who are not being provided natural gas by the Supplier under a Qualified End User Contract.

c. "Customer Base" means the entire group of Customers for which the Supplier is providing natural gas.

d. "Qualified End User Contract" means a contract between Supplier and an end user under the SAS Agreement that complies with all provisions of the SAS Agreement and that also contains the following provisions: (1) a provision that states that if the Customer receives an arrears notice and does not pay the arrearage balance prior to the Customer's next cycle billing date, then effective as of that next billing date, the Customer will be removed from the NIPSCO Choice program and returned to bundled utility service; and (2) a provision that imposes a late payment fee for any past due amount equal to 10% of the first $3 of any unpaid balance outstanding at the next billing date, plus 3% of any unpaid balance in excess of $3 outstanding at the next billing date.

e. "SAS Agreement" means any and all agreements between the Supplier and the Company and/or all applicable tariffs of the Company as approved by the Commission, which govern the relationship between the Supplier and the Company. The SAS Agreement is hereby incorporated by reference and made part of this Agreement.

2. Purchases. Under this Agreement, the Company agrees to purchase from the Supplier, and the Supplier agrees to sell to the Company, the Supplier's Accounts Receivable arising from gas commodity sales to its Customers in accordance with the following requirements:

a. The Company shall make purchases beginning in the calendar month corresponding to the commencement date of this Agreement (see Paragraph 3, below) and shall make purchases each month thereafter through the remainder of the term of this Agreement. The purchase made in any particular month shall consist of the Customer indebtedness incurred during the most recently completed billing cycle for each particular Customer. For illustration purposes only, if a Customer's billing cycle is the fifteenth (15th) day of Month One to the fifteenth (15th) day of Month Two, in Month Two, the Company shall purchase that Customer's Accounts Receivable that is billed in Month Two.

b. Irrespective of Paragraph a. above, in no case shall the Company purchase the Accounts Receivable for any Customer's indebtedness incurred prior to that customer's enrollment with the Supplier. Under no circumstance shall the Company purchase the Accounts Receivable for any customer or customers who did not participate in the NIPSCO Choice program for the month being purchased.

3. Term. The initial term of this Agreement shall commence upon the execution date of this Agreement and shall continue for an initial term of one year. After the expiration of the initial term, this Agreement shall continue on a year-to-year basis unless cancelled by either party giving to the other not less than thirty (30) days' prior written notice of the termination prior to the next expiration date. If any person challenges Company's right to retain the amounts collected from Customers as a result of Supplier's assignment of the Accounts Receivable under this Agreement, Company's obligation to continue purchasing Accounts Receivable under this Agreement shall immediately terminate, but the remainder of this Agreement shall remain in full force and effect.

4. Price. The Company shall purchase the Supplier's Accounts Receivable at a one percent (1 %) discount of the total amount billed by the Supplier to its total Customer Base for providing natural gas supplies to the Customer Base for that month. The Company shall calculate the amount due the Supplier by first adding together all of the bills for natural gas sold to Customers in the Supplier's Customer Base, and then multiplying that total amount by ninety-nine percent (99%). This calculation methodology shall be effective for all Accounts Receivable purchases made during the entire term of this Agreement.

5. Payment. Beginning with Accounts Receivable purchased in the initial month of the term of this Agreement (see Paragraph 3, above), and continuing on a monthly basis for the remainder of the term, the Company shall make payment to the Supplier for the Accounts Receivable being purchased within twenty (20) days after the last unit billed in the final billing cycle of each month. Said monthly payment shall be made to the Supplier by the Company regardless of whether any particular Customer or Customers in the Supplier's Customer Base pays their bill(s).

6. Sales Tax Responsibility. The Supplier, and not the Company, is fully responsible or all Indiana sales tax deficiencies and audits regarding the Supplier's sale of the natural gas commodity to the Customer. The Company is providing a service to the Supplier in those situations where the Company collects the sales tax and remits the sales tax over to Indiana. The Supplier is also responsible for collecting and maintaining Indiana sales tax exemption certificates from the Customers and informing the Company as to which Customers are not required to pay the sales tax. The Company is fully responsible for all Indiana sales tax deficiencies and audits regarding the Company's charges related to the distribution of the natural gas commodity to the Customer.

7. Late Payment Fees. The Company shall be entitled to collect and retain from the Customers any and all late payment fees specified in the Supplier's Qualified End User Contract.

8. Adjustments. The Company reserves the right to adjust the Supplier's account with regard to Accounts Receivables purchases for up to two (2) years after

the original billing date for any individual Customer's bill at issue for accounting errors or any necessary adjustment.

9. Additional Actions. Supplier agrees to provide Company with any additional documents and take any additional steps that Company may request to perfect Company's interest in the Accounts Receivable being assigned to Company pursuant to this Agreement.

10. Right of Set-Off. The Company and the Supplier agree that if the Supplier owes the Company any fees, costs, or penalties whatsoever, the Company shall have the right of set-off as against those fees, cost or penalties due and owing to the Company. In calculating the payment due the Supplier under this Agreement, said fees, costs or penalties shall be deducted from the amount to be paid to the Supplier after the one percent (1%) discount is applied to the total amount billed by the Supplier to its total Customer Base for providing natural gas supplies to the Customer Base for that month.

11. Binding Agreement. This Agreement shall be binding upon the parties hereto, their heirs, executors, administrators, successors, and assigns.

12. Assignment. This Agreement may be assigned only with the prior written consent of the Company.

13. Notice and Payments. All notices and payments to the Supplier which are provided for in this Agreement shall be duly delivered to the post office address as follows:

_MxEnergy Inc._____	(Supplier's legal name)
_20 Summer Street_____	(Address)
_Stamford, CT 06901_____	(City, State, Zip)
_Accounting_____	(Contact Name)
_203-356-1318_____	(Telephone number)
_203-425-9562_____	(Fax number)
_rhodge@mxenergy.com_____	(e-mail address)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 7th day of October, 2002.

MxEnergy Inc._____
20 Summer Street_____
Stamford, CT 06901_____

By:_____

Its:_EVP & CFO_____

NORTHERN INDIANA
PUBLIC SERVICE CO.
801 E. 86th Ave.
Merrillville, IN 46410

By:_____

Its:_VP, SALES & MKTG_____

ATTACHMENT 4

Name Searched On:
MXENERGY INC. (Legal)

Current Information

Entity Legal Name:
MXENERGY INC.

Entity Fictitious Name:
Entity Address:
595 ~~20~~ **SUMMER ST, STAMFORD, CT 06901** (Please MAKE Address Correction)
Suite 300

General Entity Information:

Control Number: **2000062300386**
Status: **Active**
Entity Type: **For-Profit Foreign Corporation**

Entity Creation Date: **6/23/2000**
Entity Date to Expire:
Entity Inactive Date:

Original Creation Date: **4/13/1999**
Original Creation State: **DE**

This entity is past due on its Business Entity Report(s). Click here to file the Business Entity

Other Names for this Entity:

Date	Name (Type)
7/26/2002	MXENERGY.COM INC. (Former)