



Attachment D

INDIANA – NIPSCO

service agreements

NORDIC ENERGY SERVICES LLC

NORTHERN INDIANA PUBLIC SERVICE COMPANY

**SUPPLIER AGGREGATION SERVICE AGREEMENT
For Rate Schedule 345 End Use Customers
Zones A&B**

THIS AGREEMENT is made and entered into this 20th day of February 2004 between Northern Indiana Public Service Company, ("Company") and Nordic Energy Services, L.L.C. ("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 **March 1, 2004** and ending on **March 1, 2005**, 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 **March 1, 2006**, unless earlier terminated or modified by order of the IURC.



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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.



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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.



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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."



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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.

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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.

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

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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.

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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.

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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

Name:

Dated:

John W. Colburn

4/2/04

For Supplier:

Name:

Dated:

NORDIC ENERGY SERVICES L.L.C.

J. Kelly

2/23/04



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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)
- Vector
- Northern Border

Eligible Delivery Points:

End use customer's meter

Nipsco on system storage

Storage Points:

NIPSCO On-System Storage

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ATTACHMENT E

Supplier Charges

1. Administration Charges:

Zone A&B

\$0.75 per meter per month for each end use customer receiving service under Rate Schedule 311, 315, 316, or 317.

\$1.50 per meter per month for each end use customer receiving service under Rate Schedule 321 or 325.

Minimum administrative charge: \$500.00 per month.

2. Other Charges:

Imbalance Cash-out Charges per Rate Schedule SAS.

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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

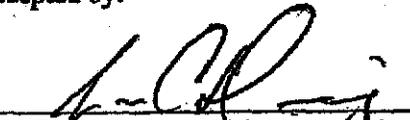
Taxes:

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.

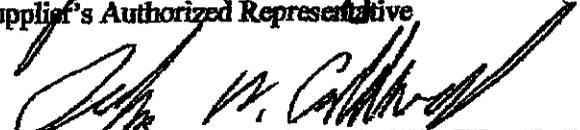
Applicable Charges for billing services:

Accepted by:



Supplier's Authorized Representative

2/23/04
Date



Company's Authorized Representative

4/2/04
Date

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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: 219-853-5613

Fax notices: 219-853-5178

Mailing Address: 1500 165th Street
Hammond, IN 46324

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

Alternative Pricing Strategies Department

Telephone: 219-853-5601 or 219-680-6478

Fax notices: 219-853-5219

Mailing Address: 1500 165th Street
Hammond, IN 46324

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

NORDIC ENERGY SERVICES L.L.C.

512 W. BURLINGTON AVE. Ste. 3A

LAGRANGE, IL 60525

Telephone notices to: 708-579-0000

Fax notices to: 708-579-0012

E-mail notices: JDEERING@NORDICENERGY-US.COM

