

- (1) The legal name of the applicant as well as any trade name(s) under which it intends to operate in this state, and, if available, its website address:

Glacial Energy of New England, Inc.

www.glacialenergy.com

- (2) The applicant's business address, telephone number, e-mail address, and website address, as applicable;

24 Route 6A

Sandwich, MA 02563

(888) 452-2425

customercare@glacialenergy.com

www.glacialenergy.com

- (3) The applicant's place of incorporation, if anything other than an individual;

Nevada corporation

- (4) The name(s), title(s), business address(es), telephone number(s), and e-mail address(es) of the applicant if an individual, or of the applicant's principal(s) if the applicant is anything other than an individual;

Gary D. Mole, President & Chief Executive Officer

24 Route 6A

Sandwich, MA 02563

(508) 833-3500

legal@glacialenergy.com

- (5) The following regarding any affiliate and/or subsidiary of the applicant that is conducting business in New Hampshire:

- a. The name, business address and telephone number of the affiliate:

Glacial Natural Gas, Inc.

24 Route 6A

Sandwich, MA 02563

(888) 452-2425

- b. A description of the business purpose of the affiliate: **Retail sales of natural gas.**

- c. A description of any agreements with any affiliated New Hampshire utility:
Glacial Natural Gas, Inc. was recently approved by the Commission as a gas supplier. It is in the process of registering as a supplier with Unitil and National Grid New Hampshire.
- 6) The telephone number of the applicant's customer service department or the name, title, telephone number and e-mail address of the customer service contact person of the applicant, including toll free telephone numbers if available;
Toll-free Customer Care hotline: (888) 452-2425
Jessica Evans, Vice President of Customer Care
customercare@glacialenergy.com
- 7) The name, title, business address, telephone number, and e-mail address of the individual responsible for responding to commission inquiries;
Adam Gusman
Corporate Counsel
24 Route 6A
Sandwich, MA 02563
(202) 421-4855
adam.gusman@glacialenergy.com
- 8) The name, title, business address, telephone number and e-mail address of the individual who is the applicant's registered agent in New Hampshire for service of process;
G. Wells Anderson, Esq.
14 Centre Street, Concord, NH 03302
Tel: (603) 225-6655
- 9) A copy of the applicant's authorization to do business in New Hampshire from the New Hampshire secretary of state, if anything other than an individual;
See **Attachment # 1.**
- 10) A listing of the utility franchise areas in which the applicant intends to operate. To the extent an applicant does not intend to provide service in the entire franchise area of a utility, this list shall delineate the cities and towns where the applicant intends to provide service;
- Public Service of New Hampshire
 - Unitil
 - New Hampshire Electric Cooperative
 - Granite State Electric.

- 11) A description of the types of customers the applicant intends to serve, and the customer classes as identified in the applicable utility's tariff within which those customers are served:
- Public Service of New Hampshire – commercial and industrial customers.
 - Unitil – commercial and industrial customers.
 - New Hampshire Electric Cooperative – commercial and industrial customers.
 - Granite State Electric – commercial and industrial customers.
- 12) A listing of the states where the applicant currently conducts business relating to the sale of electricity: **New Hampshire, Massachusetts, Maine, Rhode Island, and Connecticut.**
- 13) A listing disclosing the number and type of customer complaints concerning the applicant or its principals, if any, filed with a state licensing/registration agency, attorney general's office or other governmental consumer protection agency for the most recent calendar year in every state in which the applicant has conducted business relating to the sale of electricity;

PUC complaints filed against Applicant in 2009 and 2010

New Hampshire: A total of six (6) complaints.

Five of these were with respect to pricing, and one was regarding the length of time it takes to drop the customer back to the utility. The latter complaint was resolved successfully with the customer, and all of the remaining customers received a credit on their accounts.

Massachusetts: None

Maine: None

Rhode Island: None

Connecticut: None

- 14) None of Applicant's officers, directors or controlling stockholders has ever been convicted of any felony that has not been annulled by a court.
- 15) Neither Applicant nor any of its officers, directors or controlling stockholders has, within the last 10 years: (1) had any civil, criminal or regulatory sanctions or penalties imposed against them pursuant to any state or federal consumer protection law or regulation; (2) settled any civil, criminal or regulatory investigation or complaint involving any state or federal consumer protection law or regulation; or (3) is currently the subject of any pending civil, criminal or regulatory investigation or complaint involving any state or federal consumer protection law or regulation.

16) If an affirmative answer is given to any item above, an explanation of the event:

Not applicable.

17) Applicant affirms that it will continue to do the following: 1) Maintain a list of consumers who request being placed on the applicant's do-not-call list for the purposes of telemarketing [Applicant does not market to residential customers]; 2) Obtain monthly updated do-not-call lists from the National Do Not Call Registry; and 3) Not initiate calls to New Hampshire customers who have either requested being placed on the applicant's do-not-call list(s) or customers who are listed on the National Do Not Call Registry.

19) A sample of the bill form(s) the applicant intends to use: See **Attachment # 2**.

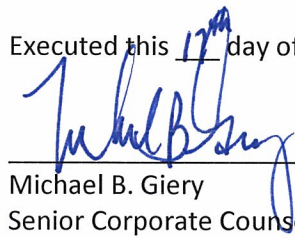
20) A copy of each contract to be used for residential and small commercial customers: See **Attachment # 3** (commercial customers only).

In addition, attached please find proof of Applicant's membership in the New England Power Pool (NEPOOL). **Attachment # 4**.

I, Michael B. Giery, state the following:

- 1) I am Senior Corporate Counsel for Glacial Energy of New England, Inc.
- 2) I have the authority to file applications and renewal registrations on behalf of Glacial Energy of New England, Inc.
- 3) The contents of the attached renewal registration/application are truthful, accurate and complete.

Executed this 17th day of September, 2010.



Michael B. Giery
Senior Corporate Counsel

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Glacial Energy of New England, Inc., a(n) Nevada corporation, is authorized to transact business in New Hampshire and qualified on September 13, 2006. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 2nd day of August, A.D. 2010

A handwritten signature in dark ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State



ELECTRICITY | NATURAL GAS | GREEN

Contact Us

Glacial Energy
 PO Box 1057
 Sandwich, MA 02563
Web: www.GlacialEnergy.com
Email: CustomerCare@GlacialEnergy.com
Phone: 1 (888) 452-2425
Fax: (214) 594-0000
Hours: 8am - 6pm EST

Billing Address

Customer Contact Name
 Customer Name
 Street Address
 City, State Zip Code

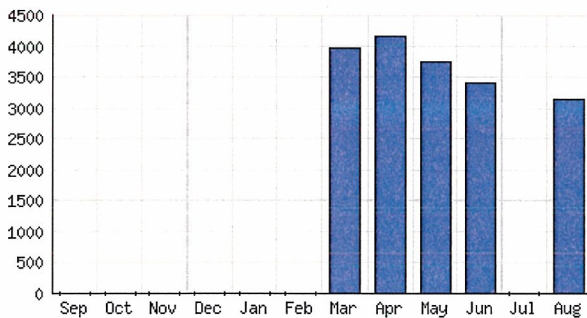
Invoice Information

Invoice Number: 35400000-9400005
Glacial Customer #: 35400000
Invoice Date: Aug 27, 2010
Payment Date: Sep 6, 2010
Payment Method: EFT
 Do not pay, Automatic withdrawal

Billing Summary

Current Energy Charges	\$313.20
Current Invoice Total	\$313.20

Usage Chart



*No usage data available before Mar

Glacial Message Center

- In the event of a service outage or emergency, please contact Northeast Utilities - Public Service of New Hampshire at (800) 662-7764.
- Green Tip - Turn off the lights in any room you're not using, or consider installing timers, photo cells, or occupancy sensors to reduce the amount of time your lights are on.

Payment History

Invoice Number	Invoice Date	Due Date	Invoice Amount	Amount Received
35400000-9400004	Jul 19, 2010	Jul 29, 2010	\$299.23	\$299.23

Outstanding Balance: \$0.00

Invoice Detail

Utility Account #: 00000000001

Utility: Northeast Utilities - Public Service of New Hampshire (800) 662-7764

Rate Code: G	Service Period: Jul 16, 2010 to Aug 17, 2010					
Billing Type: Actual	Description	Consumption	Rate	Charge	Tax	Total
Service Address: Service Address Street Address Service Address City, Street Zip Code	Kilowatt Hours (kWh)	152	0.10000	15.20	0.00	15.20
	Meter Reading					
	800000004 152					
	Kilowatt Hours (kWh)	680	0.10000	68.00	0.00	68.00
	Meter Reading					
	800000008 680					
	Kilowatt Hours (kWh)	483	0.10000	48.30	0.00	48.30
	Meter Reading					
	880000004 483					
	Kilowatt Hours (kWh)	200	0.10000	20.00	0.00	20.00
	Meter Reading					
	900000004 200					
	Kilowatt Hours (kWh)	542	0.10000	54.20	0.00	54.20
	Meter Reading					
	760000006 542					
	Kilowatt Hours (kWh)	280	0.10000	28.00	0.00	28.00
	Meter Reading					
	390000005 280					
	Kilowatt Hours (kWh)	220	0.10000	22.00	0.00	22.00
	Meter Reading					
	190000005 220					
	Kilowatt Hours (kWh)	156	0.10000	15.60	0.00	15.60
	Meter Reading					
	320000008 156					
	Kilowatt Hours (kWh)	150	0.10000	15.00	0.00	15.00
	Meter Reading					
	380000006 150					
	Kilowatt Hours (kWh)	269	0.10000	26.90	0.00	26.90
	Meter Reading					
	110000004 269					
	Total			\$313.20	\$0.00	\$313.20
Account Total				\$313.20	\$0.00	\$313.20

Glacial Energy of New England, Inc.

Commercial/Industrial Electricity EFT Agreement

Company Name _____

Tax ID# _____

Billing Address _____

City/State _____ Zip _____

Desired Start Date _____

Number of Accounts _____

☐ Check if Tax Exempt (Proof of Tax Exempt status must be provided)*Please provide all account numbers and service address information on attachment*

Primary Contact Name _____

Phone(s) _____

Fax _____

Email _____

Secondary Contact Name _____

Phone _____

Fax _____

Email _____

Key Terms: _____

Term: 12 Months

Glacial Representative: _____

Estimated Annual kWh _____

Payment Type: EFT

Glacial Energy Contract ID. _____

1. Agreement to Sell and Purchase: Glacial Energy of New England, Inc. ("Glacial Energy") agrees to sell and provide and Customer agrees to buy and receive the quantity of electricity necessary to meet Customer's full requirements during the term of this Agreement as reflected in the electricity consumption data provided to Glacial Energy or as directed by the Local Distribution Company ("LDC"). In no event shall Glacial Energy be bound by this agreement until it has received complete and accurate consumption data describing customer's consumption for at least the twelve months preceding the month in which this agreement is executed.

2. Electricity Pricing: The price for electricity sold during the Term of this Agreement, "Price per kWh", is based upon all electricity charges imposed by the New England Independent System Operator [NE-ISO], including, but not limited to, New England Independent System Operator based charges such as energy costs, fees for electric energy losses, congestion charges, scheduling services, NEPOOL/ISO imposed administrative fees, "uplifted" imbalance charges, capacity, and ancillary services plus Glacial Energy's mark-up. The total energy price paid by Customer for each day are the charges described in the previous sentence, multiplied by Customer's usage (in kWh). The price does not include Customer's LDC charges and fees, non-bypass able charges, any non-recurring fees, transition charges, base service charge, taxes or applicable fees and/or penalties. If Customer is tax exempt, it is Customer's responsibility to provide Glacial Energy with the necessary tax exemption certificate. The Glacial Energy electricity price, and any applicable taxes or assessments will appear as separate items on Customer's bill.

3. Term: Customer's service under this Agreement begins on the date that Customer's LDC switches Customer's service to Glacial Energy and will continue for an initial term equal to the number of calendar months described above as "Term". Either party may cancel this Agreement without penalty effective no sooner than the conclusion of the initial term by providing at least 30 calendar days' written notice to the other party. If cancellation is not received prior to conclusion of the initial term, Agreement will automatically renew for an additional term of twelve (12) months. It may take up to sixty (60) days for LDC to switch Customer upon expiration of contract term. Customer is responsible for all Glacial Energy supply charges until Customer goes to another ESCO or the Utility. A final bill will be rendered within twenty (20) days after the final scheduled meter reading or, if access is unavailable, an estimate of consumption will be used in the final bill, which will be true-up subsequent to the final meter reading.

4. Billing: Upon receipt of usage data from the LDC for the month in which power is being provided, Glacial Energy will make available to customer via email or fax a bill for monthly usage. On the 10th day following customer receipt of invoice (or the first business day thereafter), Glacial Energy will debit Customer's account through an EFT transaction in an amount corresponding to the bill. If adequate funds are not available in Customer's account, Customer agrees to be charged an insufficient funds fee of 1.5% of the total bill. Glacial Energy will reattempt billing under the same terms five business days following the previous attempt. For the first month, Customer shall receive a pro-rated bill in the same manner as previously described. If, however, the meter read date is in the last ten calendar days of the month, the first bill will be sent concurrently with the bill for the subsequent month. Glacial Energy and Customer agree that the monthly amount of energy to be billed for will be based upon monthly meter readings and or estimates. If Customer's LDC is unable to read Customer's meter, Customer LDC will estimate Customer's charges based on previous usage history, and later adjust it based on actual usage shown by a meter reading. Glacial Energy shall make a similar adjustment to Customer's bill. Customer shall reimburse Glacial Energy for any collection fees Glacial Energy incurs in collecting Customer's outstanding invoices. Glacial Energy may require a security deposit of up to two months estimated usage, and Customer agrees to provide such deposit upon written request. Customer may receive a single bill for both commodity and delivery costs from either Glacial Energy (when available) or the LDC, or each of the LDC or Glacial Energy may invoice separately. In the event of failure to provide for payment when due, Glacial Energy shall have the right to terminate this Agreement in accordance with the applicable New Hampshire Public Utilities Commission notice requirements, including the requisite advance notice provisions. Customer shall be liable for all costs and expenses including reasonable attorney's fees incurred in the collection of any amounts due.

5. Information Release Authorization: Customer authorizes Glacial Energy to obtain and review information regarding the customer's credit history from credit reporting agencies and consumption history, billing determinant, and credit information from the LDC. In the event that any additional paperwork is required by the New Hampshire Public Utilities Commission and/or any particular utility, customer shall execute any such required forms. This information may be used by Glacial Energy to determine whether it will commence and/or continue to provide electricity supply service to Customer and will not be disclosed to a third-party unless required by law. Customer's execution of this Agreement shall constitute authorization for the release of this information to Glacial Energy. This authorization will remain in effect during the initial Term and any renewal Term of this Agreement. Customer may rescind this authorization at any time by providing written notice thereof to Glacial Energy. Glacial Energy reserves the right to cancel this Agreement in the event Customer rescinds the authorization.

By my signature below (facsimile signature accepted as if it were an original), Customer hereby agrees to be obligated by the terms and conditions set forth herein and to the Terms of Service Agreement, and that Customer agrees to initiate service and begin enrollment. I affirm that I am a duly authorized agent for Customer with legal authority to switch the electricity provider for Customer, and authorize the Customer's financial institution to permit Glacial Energy to Debit all monthly charges for Customer's electric service. This Agreement will not become binding upon Glacial Energy until completion of a credit check of Customer completely satisfactory to Glacial Energy.

Customer's Duly Authorized Signature

Date: _____

Glacial Energy of New England, Inc. Commercial Terms of Service

- 1. Customer Cancellation Rights and Waiver:** Market rules provide that Customer has the right to cancel a service request with Glacial Energy without any exit fee or penalty of any kind until midnight of within three (3) federal business days of signature and receiving the Terms of Service document. Customer hereby willingly and knowingly waives that right under this Agreement and acknowledges any cancellation will be governed by the following language in this paragraph. If Customer cancels this Agreement for any reason before the end of the initial term, Customer's payment of damages shall be equal to the lesser of: a) the price for energy supply in \$/kWh multiplied by the average monthly usage for the last twelve months multiplied by three (3) or b) the average price for energy supply in \$/kWh multiplied by average monthly usage for the last twelve months multiplied by the remaining term of this Agreement. Customer shall also be liable to Glacial Energy for payments of all outstanding charges incurred prior to cancellation by customer.
- 2. Credit Requirement:** Glacial Energy reserves the right to conduct a credit review of Customer prior to offering service and to refuse service to anyone who does not meet the Company's credit standards. Customer agrees to provide Glacial Energy with any reasonable information requested in order to complete the credit review. In the event that Glacial Energy determines at any time during the term of this Agreement that Customer's credit is unsatisfactory or that Customer has experienced an adverse change in its financial condition Glacial Energy may require Customer to provide security or a credit facility acceptable to Glacial Energy. If Customer fails to comply with said requirement within two business days following Glacial Energy's written request, Glacial Energy may immediately terminate this Agreement by providing written notice to Customer. Such termination will be subject to early termination fees as described in paragraph one as above.
- 3. Dispute Resolution.** In the event of a billing dispute or a disagreement involving any essential element of this Agreement, the parties will use their best efforts to resolve the dispute. Customer should contact Glacial Energy in writing or by telephone at 1-888-452-2425, within 5 days of receipt of disputed bill. If the dispute is not resolved within 45 days, the parties may seek all avenues of relief as may be available under this contract. Customer is obligated to pay all outstanding balances within ten days of receiving the bill, during the pendency of any dispute. Adjusted amounts will be refunded to the customer upon resolution of the dispute within 10 business days of settlement. All disputes shall be governed by, construed, enforced and performed in accordance with the laws of the State of New Hampshire.
- 4. Force Majeure/Excuse:** Glacial Energy will endeavor in a commercially reasonable manner to provide service, but does not guarantee a continuous supply of electrical energy. The term "Force Majeure" shall mean any cause not reasonably within the control of the Party claiming suspension and which by the exercise of due diligence, such Party is unable to prevent or overcome, including but not limited to, any act or cause which is deemed a Force Majeure by the LDC or any transmitting entity, acts of God, extraordinary weather occurrence, war, civil disturbance or other national emergency, acts of any governmental authority, including the New Hampshire Public Utilities Commission or the NEPOOL-ISO, accidents, strikes, labor trouble, required maintenance work, inability to access the LDC system, nonperformance of the LDC (including facilities or distribution line outages), delay of deregulation or changes in laws, rules, regulations, practices or procedures of any governmental authority or the NEPOOL ISO, or any cause beyond Glacial Energy's control including insolvency and bankruptcy of generator or wholesaler. If either party is unable, wholly or in part, by Force Majeure to perform or comply with any obligations or conditions of this Agreement, they shall give immediate notice to the maximum extent practicable in writing and provide particulars to the other party. Such obligations or conditions, so far as they are affected by such Force Majeure, shall be suspended during the continuance of any inability so caused, and such party shall be relieved of liability and shall suffer no prejudice for failure to perform the same during the period. The party claiming suspension of obligations must in good faith attempt to mitigate and/or terminate the Force Majeure.
- 5. Limitations of Liability:** Glacial Energy will provide electric energy to Customer throughout the Term of this Agreement. The Parties understand and acknowledge, however, that neither Party controls nor physically takes possession of the electric energy prior to delivery to Customer. Therefore, neither party will be responsible to the other for any damages associated with failing to deliver the electric energy nor for any damages it may cause prior to delivery to Customer. The electric energy will be delivered to Customer where it will be deemed in Customer's possession and control. After the electric energy is delivered to Customer, Customer agrees to defend, indemnify and hold harmless Glacial Energy, its parent company and affiliates, and all of their respective officers, directors, shareholders, associates, employees, successors and assigns, from and against all claims, losses, expenses, damages, demands, judgments, causes of action or suits of any kind, including but not limited to, claims for personal injury, death, or property damage, arising out of or relating to the electric energy sold under this agreement. FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY IS PROVIDED, SUCH EXPRESS REMEDY WILL BE THE SOLE AND EXCLUSIVE REMEDY, THE OBLIGOR'S LIABILITY WILL BE LIMITED AS SET FORTH IN SUCH PROVISION AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY WILL NOT APPLY. IF NO EXPRESS REMEDY IS PROVIDED, GLACIAL ENERGY'S LIABILITY WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY (WHICH WILL NOT EXCEED THE AMOUNT OF CUSTOMER'S SINGLE LARGEST MONTHLY INVOICE AMOUNT IN THE PAST 12 MONTHS). SUCH DIRECT ACTUAL DAMAGES WILL BE THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES AT LAW OR IN EQUITY ARE WAIVED. GLACIAL ENERGY WILL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. THE PARTIES INTEND THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSES RELATED THERETO INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE LIQUIDATED DAMAGES CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.
- 6. UCC/Disclaimer of Warranties:** Customer and Glacial Energy acknowledge and agree that the electricity delivered hereunder is a "good" as that term is understood under the Uniform Commercial Code ("UCC"). The Parties further agree that the rules promulgated therein, to the extent that they can be, are waived and they do not apply to this Agreement, except as provided for herein. If there is any conflict between the UCC and this Agreement, this Agreement will control. Further, Customer agrees and acknowledges that Glacial Energy EXPRESSLY NEGATES AND DISCLAIMS ALL REPRESENTATION OF WARRANTY, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING ANY REPRESENTATION OF WARRANTY WITH RESPECT TO CONFORMITY, TO MODELS OR SAMPLES, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.
- 7. Assignment:** Customer may not assign this Agreement, in whole or in part, or any of its rights or obligations hereunder without the prior written consent of Glacial Energy. Such consent shall not be unreasonably withheld if new customer has a credit rating equal to or better than the existing customer's. Glacial Energy may, without Customer's consent; (a) transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds hereof in connection with any financing or other financial Agreement; and (b) transfer or assign this Agreement to another Energy Services Company, or another entity as authorized by the New Hampshire Public Utilities Commission. Upon any such assignment, Customer agrees that Glacial Energy shall have no further obligations hereunder.
- 8. Governing Law and Regulations:** This Agreement shall be governed by, construed, enforced and performed in accordance with the laws of the State of New Hampshire. In the event a regulatory or judicial ruling or decision shall have a detrimental economic impact upon Glacial Energy's performance under this Agreement, or in the event that compliance with such change shall result in a material change in the method by which prices are calculated under this Agreement, or a material change in the level of components of pricing under this Agreement, then Glacial Energy shall have the right to notify Customer within 30 calendar days of becoming aware of such ruling or decision in order to negotiate a modification to the terms of this Agreement so as to mitigate the impact of such ruling or decision. If, after 20 calendar days beyond the date of the notice, the parties have been unable to negotiate a mutually satisfactory modification of the terms of this Agreement, Glacial Energy shall have the right to terminate this Agreement upon 15 calendar day's prior written notice to the Customer. If such right to terminate is not exercised within 45 calendar days after the original notice hereunder, Glacial Energy's right to terminate shall be deemed waived with respect to the particular decision or rule. This Agreement is subject to present and future legislation, orders, rules, regulations or decisions of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided hereunder.
- 9. Miscellaneous:** (a) A waiver of any provision in this Agreement, or of any default by either Party, will not be construed as a waiver of any other (or like) provision or default in the future. (b) No amendment hereto will be enforceable unless in writing and executed by both Parties unless otherwise provided for herein. (c) Any provision herein deemed unenforceable or illegal will be ineffective to the extent of such unenforceability or unlawfulness without invalidating the remaining provisions hereof. (d) Facsimile copies and photocopies of this Agreement are to be treated as originals in the event an original is not available. (e) This Agreement may be executed in counterparts, each of which is an original and all of which constitute one Agreement. (f) Each of the parties hereby expressly waives any right or claim to any right to a jury trial in respect of any dispute arising hereunder, and further agrees that any dispute hereunder will be submitted to arbitration conducted through the American Arbitration Association. (g) If more than one Customer is a party to this Agreement, each is jointly and severally liable. (h) At Glacial Energy's option, any default of any obligation under any other agreements between Glacial Energy and a subsidiary or affiliate of Customer, shall be deemed a default under this Agreement. (i) Customer shall pay all of Glacial Energy's reasonable fees and expenses incurred to enforce or collect any of the Customer's obligations under this Agreement, including arbitration, attorneys and experts' fees and expenses.
- 10. Consumer Protections.** The services provided by Glacial Energy are protected by the terms and conditions of this Agreement. The services provided by the LDC are protected by the provisions of the Regulations of the New Hampshire Public Utilities Commission. Glacial Energy will provide at least fifteen (15) calendar days notice prior to any cancellation of service to Customer. Customer may obtain additional information by contacting Glacial Energy at 1-888-452-2425, or the New Hampshire Public Utilities Commission, Consumer Affairs Division, Toll Free number 1-800-852-3793 or puc@puc.nh.gov. Complaints to the New Hampshire Public Utilities Commission may result in an energy company no longer being eligible to supply electricity or natural gas in the State of New Hampshire.
- 11. Agency.** Customer appoints Glacial Energy as its agent to acquire the supplies necessary to meet its electricity needs, contract for and administer transmission and related services over interstate facilities and those of the LDC needed to deliver electricity to the Customer's premises.
- 12. Title.** Title to and possession of all electricity sold and delivered under this Agreement shall pass from Glacial Energy to Customer at the Point of Delivery. Glacial Energy will indemnify and hold harmless the Customer from all taxes, royalties, fees or other charges incurred with respect to the electricity before title passes. Except as provided in this Agreement, all taxes of whatever kind, nature and description, due and payable with respect to Customer's performance of its obligations under this Agreement, shall be paid by Customer, and Customer hereby indemnifies and shall hold harmless Glacial Energy from all liability associated with such taxes.
- 13. Measurement.** The parties accept for purposes of accounting for electricity supplied under this Agreement, the quantity, quality, and measurement determined by the LDC.
- 14. Entire Agreement.** This Agreement sets forth then entire Agreement between the parties with respect to the terms and conditions of this transaction; any and all other Agreements, understandings and representations by and between the parties with respect to the matters addressed herein are superseded by this Agreement.
- 15. Emergency Service:** In the event of an electric emergency or service interruption, you should immediately call your local utility and emergency personnel.

Customer's Duly Authorized Signature _____

Date: _____

Glacial Energy Use only: Contract #: New Hampshire
Addendum #: _____

Addendum to Glacial Energy of New England, Inc. Commercial Electric Sales Agreement: Additional Accounts

This addendum to the Glacial Energy of New England, Inc. Commercial Electric Sales Agreement binds the below listed additional Accounts to the above terms:

1	Account# _____ Service Address: _____ City _____ Zip _____
2	Account# _____ Service Address: _____ City _____ Zip _____
3	Account# _____ Service Address: _____ City _____ Zip _____
4	Account# _____ Service Address: _____ City _____ Zip _____
5	Account# _____ Service Address: _____ City _____ Zip _____
6	Account# _____ Service Address: _____ City _____ Zip _____
7	Account# _____ Service Address: _____ City _____ Zip _____
8	Account# _____ Service Address: _____ City _____ Zip _____

My initials below (facsimile accepted as if it were an original) hereby acknowledge that the above listed Accounts are correct and they are obligated by the terms and conditions set forth above and to the Terms of Service Agreement. I again affirm that I am a duly authorized agent for Customer with legal authority to switch the electricity provider for Customer, and authorize the Customer's financial institution to permit Glacial Energy to Debit all monthly charges for Customer's electric service.

Customer's Initials

Glacial Energy of New England, Inc.

ELECTRONIC FUNDS TRANSFER AUTHORIZATION FORM

EFT Information and Authorization:

Customer Name:
Customer Address:
City, State, Zip:
Phone:
Fax:
Financial Institution:
Financial Account Number:
ABA/Routing Number:

To ensure accurate processing, please attach a VOIDED check.

As a duly authorized check signer on the financial institution account identified herein, I authorize Glacial Energy to perform scheduled or periodic electronic funds transfer debits to the financial institution account identified herein for payments due or when applicable, apply electronic funds transfer credits to same.

If any such electronic debit(s) should be returned as Non-Sufficient Funds (NSF), Glacial Energy is hereby authorized to collect such NSF items(s) by subsequent electronic debit and to subsequently collect a fee equal to \$100.00 or 1.5% of the amount debited, whichever is greater, by electronic debit from the financial institution account identified herein.

For accounting purposes, all electronic debits will be reflected in the monthly bank statement that corresponds with the financial institution account identified herein. Customer will attach a blank voided check from the designated financial institution account.

I understand and authorize all of the above as evidenced by my signature below.

_____ Customer's Duly Authorized Signature
_____ Print Name & Title
Date: _____

_____ Glacial Energy of New England, Inc. Executive Signature
_____ Print Name & Title
Date: _____

ATTACHMENT #4

Michael Lynch, Chair
NEPOOL Membership Subcommittee

July 11, 2006

Gary Mole
President and CEO
Glacial Energy of New England, Inc.
25 Highland Park Village, Suite 100-56
Dallas, TX 75205
garv.mole@glacialenergy.com

Re: Application for NEPOOL Membership

Dear Gary:

The request of Glacial Energy of New England, Inc. ("Glacial") to become a Participant¹ in the New England Power Pool ("NEPOOL") was approved by the NEPOOL Participants Committee Membership Subcommittee at its July 11, 2006 meeting, subject to the applicable understandings, including those which are reflected in the attachment to this letter.

Please confirm Glacial's acceptance of NEPOOL's Standard Membership Conditions, Waivers and Reminders by signing a copy of this letter and returning it, *along with a copy of the Standard Membership Conditions, Waivers and Reminders*, to:

Debra Smith
New England Membership Coordinator
c/o ISO New England Inc.
One Sullivan Road
Holyoke, MA 01040-2841
Fax: 413-535-4156
E-mail: dsmith@iso-ne.com

I understand that Glacial intends to operate in New England as a load aggregator (an entity that purchases at wholesale electric energy and capacity for resale to retail customers and resells such energy and capacity to retail customers in New England). Your signature on the enclosed duplicate copy of this letter will also serve to confirm that understanding.

¹ Capitalized terms used but not defined in this letter are intended to have the meanings given to such terms in the Second Restated New England Power Pool Agreement ("Restated NEPOOL Agreement"), the Participants Agreement, or the ISO New England Inc. Transmission, Markets and Services Tariff ("ISO Tariff").

Effective: 9/1/2010

NEPOOL Participants
Alpha by Voting Member
Related Persons indented beneath

NAME OF PARTICIPANT	Generation Sector	Transmission Sector	Supplier Sector	AR Sector	Publicly-Owned Entity Sector	End User Sector
Miller Hydro Group						
New England Confectionery Company, Inc.						
Pawtucket Power Holding Company LLC						
Plainfield Renewable Energy, LLC						
Record Hill Wind LLC						
Highland Wind LLC						
Topsham Hydro Partners Limited Partnership						
Towantic Energy, LLC						
Waterside Power, LLC						
Black Bear Hydro Partners, LLC						
EMI Power Systems, LLC (P)	P					
Energy Management Inc.						
PER Development, LLC (P)	P					
Generation Sector Provisional Group Member	1					
Competitive Power Ventures, Inc.	P					
Georgetown Municipal Light Department					1	
Glacial Energy of New England Inc.			1			
Granite Ridge Energy, LLC			1			
Merrill Lynch Commodities, Inc.						
Bank of America						
Milford Power Company, LLC						
Green Berkshires (S)						1
Groton Electric Light Department					1	
Groveland Electric Light Department					1	
H.Q. Energy Services (U.S.) Inc.			1			
Hammond Lumber Company (S)						1
Hammond Belgrade Energy LLC						
Hampshire Council of Governments			1			
Hannaford Bros. Co.						1
Hannaford Energy LLC						
Hardwood Products Company (L)						1
Hardwood Energy LLC						
Harvard Dedicated Energy Limited (L)						1
Hess Corporation			1			
Hexis Energy Trading LLC			1			
Hingham Municipal Lighting Plant					1	
Holden Municipal Light Department					1	
Holyoke Gas & Electric Department					1	
Horizon Power and Light LLC			1			
REP Energy LLC						
Hudson Light and Power Department					1	
Hull Municipal Lighting Plant					1	
Industrial Energy Consumer Group (O)						1
Integrus Energy Services, Inc.			1			
Ipswich Municipal Light Department					1	
J. Aron & Co.			1			
J. F. Gray & Associates, LLC (S)						1
J. P. Morgan Ventures Energy Corp.			1			
Granite Reliable Power, LLC						
Noble Environmental Power						

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