

- a. The legal name of the applicant as well as any trade name(s) under which it intends to operate in this state: Glacial Natural Gas, Inc. will operate as Glacial Energy.
- b. The applicant's business address, if any, principal place of business, telephone number, facsimile number and email address --

Address and principal place of business is:

24 Route 6A
Sandwich, MA 02563
Tel: (508) 833-3500
Fax: (508) 437-5578
customercare@glacialenergy.com

- c. The applicant's place of incorporation: Nevada.
- d. The names, titles, business addresses, telephone numbers and facsimile numbers of the applicant's principal officers:

Gary Mole, President & Chief Executive Officer
24 Route 6A
Sandwich, MA 02563
Tel: (508) 833-3500
Fax: (508) 437-5578

- e. A copy of the applicant's most recent audited financial statement, or if the applicant does not have an audited financial statement, a copy of the most recent unaudited financial statement:

Applicant is a wholly owned subsidiary of Glacial Energy Holdings, a privately held Nevada corporation. As a privately held company, Glacial Energy Holdings' financial statements are proprietary and confidential. The consolidated financial statements for Glacial Energy Holdings are enclosed herewith, subject to our Motion for a Protective Order and Confidential Treatment; please see **Attachment #1**.

- f. The following affiliate is conducting business in New Hampshire:
 - 1) Glacial Energy of New England, Inc., 24 Route 6A Sandwich, MA 02563;
 - 2) Retail sales of electricity to commercial and industrial customers;
 - 3) Glacial Energy of New England is registered as an electric supplier with Public Service Company of New Hampshire, National Grid NH/Granite State Electric Co.,

Unitil Energy Systems Inc., and the New Hampshire Electric Cooperative, Inc., and has executed all necessary agreements to obtain such status.

- g. Telephone number of the customer service department or the name, title and telephone number of the customer service contact person of the applicant, including toll free telephone numbers if available:

Jessica Evans, Director of Customer Care (888) - GLACIAL (452-2425)
customercare@glacialenergy.com

- h. Individual responsible for responding to Commission inquiries: Adam Gusman, Corporate Counsel, 24 Route 6A Sandwich, MA 02563. Tel: (202) 421-4855. Fax: (888) 603-7488. adam.gusman@glacialenergy.com

- i. Registered agent in New Hampshire for service of process:

G. Wells Anderson, Esq.
14 Centre Street, Concord, NH 03302. Tel: (603) 225-6655.

- j. A copy of the applicant's authorization to do business in New Hampshire from the New Hampshire secretary of state: See **Attachment #2**.

- k. Applicant intends to provide service in the following existing franchise areas: National Grid NH/EnergyNorth and Unitil/Northern Utilities.

- l. A description of the types of customers the applicant intends to serve and customer classes as identified in the applicable LDC's tariff within which those customers are served:

Applicant intends to serve all of the commercial & industrial rate schedules for Unitil (G-40, G-41, G-42, G-50, G-51, G-52, T-40, T-41, T-42, T-50, T-51, and T-52).

Applicant intends to serve all of the commercial & industrial rate schedules for National Grid (G-41, G-42, G-43, G-51, G-52, G-53, G-54, and G-63).

- m. Demonstration of a minimum level of financial resources and the ability to provide customers with the level of service they agree to purchase consistent with the applicable terms and conditions of the approved tariff of the LDC:

Applicant will procure primary, firm natural gas for its customers, with no interruptions of service. Applicant's parent company, Glacial Energy Holdings, has made

a substantial commitment to expand the product offerings of its operating companies into select natural gas markets such as New Hampshire. Glacial Energy Holdings' consolidated financial statements (**Attachment #1**) demonstrate sufficient financial resources to provide customers with an optimal level of natural gas service. One of Applicant's affiliates, Glacial Energy of New England, is already a licensed supplier of electricity to New Hampshire customers.

- n. A listing disclosing the number and type of customer complaints concerning the applicant or its principals, if any, filed with a state or federal 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 and/or natural gas: **None.**
- o. None of Applicant's officers, directors or controlling stockholders has ever been convicted of any felony.
- p. Neither Applicant, nor any of its officers, directors or controlling stockholders has, within the 10 years immediately prior to registration: 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.
- q. If an affirmative answer is given to any item in (o) or (p) above, an explanation of the event: **Not applicable.**
- r. Applicant affirms that it will do the following: 1) Maintain a list of consumers who request being placed on a do-not-call list for the purposes of telemarketing (Applicant will not market to residential customers); 2) Obtain, no less than semi-annually, access to updated telephone preference services lists maintained by the Direct Marketing Association; and 3) Not initiate calls to New Hampshire customers who have either requested being placed on do-not-call lists or customers who are listed on the Direct Marketing Association's telephone preference lists.
- s. A sample bill form that the applicant intends to use: See **Attachment #3.**
- t. An initial \$500.00 registration fee: Enclosed herewith.

- u. A sample contract that Applicant intends to use with customers is enclosed. See **Attachment #4**.
- v. Documentation sufficient to demonstrate that the CNGS is an approved shipper on the upstream pipelines and underground storage facilities on which the LDC will assign capacity, if any, to the CNGS:

Applicant is an approved shipper on the upstream pipelines of Texas Eastern Transmission LP and Algonquin Gas Transmission LLC. See **Attachment #5**. These pipelines will be used to flow natural gas to retail customers in New Hampshire.

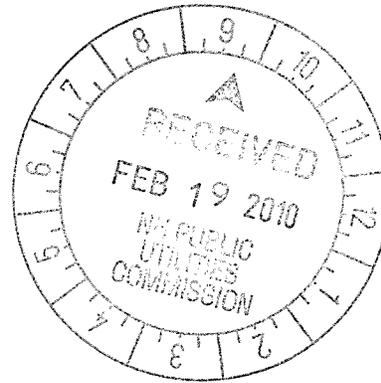
- w. A statement certifying the applicant has the authority to file the application on behalf of the CNGS and that its contents are truthful, accurate and complete. See **Attachment #6**.

STATE OF NEW HAMPSHIRE
BEFORE THE PUBLIC UTILITIES COMMISSION

RE: GLACIAL NATURAL GAS, INC.

APPLICATION FOR REGISTRATION AS A COMPETITIVE
NATURAL GAS SUPPLIER

DOCKET NO. _____



MOTION FOR PROTECTIVE ORDER AND CONFIDENTIAL TREATMENT

Glacial Natural Gas, Inc. (hereinafter, "Applicant") respectfully requests that the Commission issue a protective order regarding certain materials in the above-captioned proceeding. In support of its motion, Applicant states as follows:

1. As part of its filing relating to its application for registration as a Competitive Natural Gas Supplier in the State of New Hampshire, Applicant must submit financial statements to the Commission. Specifically, Applicant has submitted consolidated 2009 financial statements of its parent company, Glacial Energy Holdings. See **Exhibit A**.

2. This information should be protected as confidential commercial information. Applicant is a privately held corporation, and does not disclose this information to anyone outside of its corporate affiliates and their representatives.

3. By this Motion, Applicant is seeking a protective order regarding these financial statements.

4. Release of the information that Applicant seeks to protect is likely to result in a competitive disadvantage for Applicant. Competitors possessing the confidential information described above would be aware of the intimate details of Applicant's finances.

5. RSA 91-A:5, IV expressly exempts from the public disclosure requirements of Chapter 91-A any records pertaining to "confidential, commercial or financial information." The Commission has

the authority to protect the information described above pursuant to N.H. Code of Admin. Rules PUC 203.08.

6. Applicant requests that the Commission issue a protective order granting this motion and protecting from public disclosure the confidential commercial information described above. Copying, duplication, dissemination or disclosure in any form should be prohibited and the protected materials should be returned at the conclusion of the proceeding or destroyed on terms acceptable to Applicant.

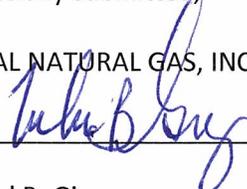
WHEREFORE, Glacial Natural Gas, Inc. respectfully requests that the Commission:

- A. Issue an order protecting the CNGS application filing as described above; and
- B. Grant such other and further relief as may be just and equitable.

Date: February 18, 2010

Respectfully submitted,

GLACIAL NATURAL GAS, INC.

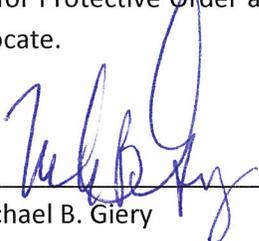
By: 

Michael B. Giery
Senior Corporate Counsel
24 Route 6A
Sandwich, MA 02563
(857) 222-0958

CERTIFICATE OF SERVICE

I hereby certify that a copy of this Motion for Protective Order and Confidential Treatment has been forwarded to the Office of the Consumer Advocate.

Dated: February 18, 2010



Michael B. Giery

State of New Hampshire
Department of State

CERTIFICATE OF AUTHORITY OF

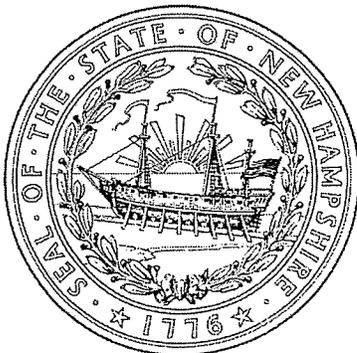
GLACIAL NATURAL GAS, INC.

The undersigned, as Secretary of State of the State of New Hampshire, hereby certifies that an Application of GLACIAL NATURAL GAS, INC. for a Certificate of Authority to transact business in this State, duly signed pursuant to the provisions of the New Hampshire Business Corporation Act, has been received in this office.

ACCORDINGLY the undersigned, as such Secretary of State, and by virtue of the authority vested in him by law, hereby issues this Certificate of Authority to GLACIAL NATURAL GAS, INC. to transact business in this State under the name of GLACIAL NATURAL GAS, INC. and attaches hereto a copy of the Application for such Certificate.

Business ID#: 623911

IN TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 28th day of December, 2009 A.D.



William M. Gardner

William M. Gardner
Secretary of State



Glacial Energy

PO Box 1057, Sandwich, MA 02563
 Toll Free: 1-888-452-2425
 Fax: 214-594-0000

Invoice Date : 05-03-2009
 Invoice Number : 00000000-0000000
 Product : INDEX

Natural Gas Supply Bill Summary

Billing period: Apr 2009 Meter Reads

Current Charges: \$1,319.01

Due Date: 05-24-2009

Details of current charges:

Current Period Energy Charges:	\$1,256.20
Sales Tax:	\$62.81
Total Current Amount:	\$1,319.01
Adjustment:	\$0.00
Open Balance:	\$0.00
Balance	\$1,319.01

To be paid to Glacial Energy by 05-24-2009

About Your Account

Account Number: 00000000

Primary Contact: Contact Name

Account Name: Account Name

Billing Address: Billing Street

Billing City, State ZIP

Utility Name: BOSED-NS

Payment Method:

Do not pay, Automatic withdrawal

In the event of a service outage or emergency, please contact BOSED-NS at:

1-800-592-2000



Glacial Energy
www.glacialenergy.com

BILLING STATEMENT DETAILS

Current Charges Detail

<i>Account Number #</i>	<i>Service Address</i>	<i>Meter #</i>	<i>Bill Type</i>	<i>Service From</i>	<i>Service To</i>	<i>Gas (dth)</i>	<i>Gas Price</i>	<i>Gas Charge</i>	<i>Sales Tax</i>	<i>Total</i>
00000000000	Service Address	5084208	CREDIT	03-21-2009	03-31-2009	(42.00)	\$6.12	(\$516.18)		
00000000000	Service Address	5084208	ACTUAL	03-21-2009	03-31-2009	39.60	\$6.12	\$486.68		
00000000000	Service Address	5064208	ACTUAL	04-01-2009	04-21-2009	75.60	\$6.12	\$891.32		
00000000000	Service Address		ESTIMATE	04-21-2009	04-30-2009	33.45	\$6.12	\$394.38		
					Total	106.65		\$ 1,256.20	\$62.81	\$1,319.01

Glacial Natural Gas, Inc. Commercial Natural Gas EFT Agreement

Company Name _____
 Tax ID# _____
 Billing Address _____
 City _____ 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 Month Glacial Representative: _____
 Estimated Annual kWh _____ Payment Type: EFT Glacial Natural Gas – Contract ID: _____

TERMS OF SERVICE

1. **Sales and Delivery:** Customer hereby agrees to purchase from Glacial Natural Gas, Inc. ("Glacial") 100% of the natural gas ("Gas") requirements of each of the locations identified on the Account List (each a "Facility") each month during the Term of this Agreement. Glacial will deliver, or cause to be delivered, Gas for Customer's account to the citygate of the applicable Utility (the "Delivery Point"), at which point title to and responsibility for the Gas will pass to Customer. Glacial will coordinate with the Utility regarding the redelivery of the Gas from the Delivery Point to each Facility. Glacial may, at its cost and for its account, use any interstate transportation capacity or storage released to or for Customer's account by the utility to transport Gas to Customer Facilities or to third parties and/or re-release, broker or assign such capacity or storage to third parties.
2. **Term:** Customer's service under this Agreement shall begin on the date that Customer's applicable Utility switches Customer's service to Glacial and will continue for a term equal to the number of calendar months identified above as "Term". Upon the conclusion of the Term and thereafter, either party may cancel this Agreement without penalty by providing no less than 30 calendar days' written notice to the other party. If cancellation is not received prior to conclusion of the Term, however, Agreement will automatically renew for an additional Term of twelve (12) months. It may take up to sixty (60) days for the Utility to switch Customer upon enrollment or upon expiration of this Agreement; Glacial will not be responsible for any delays in the utility switching process. Customer is responsible for all Glacial supply charges until Customer goes to another gas marketer or back to 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 trued up subsequent to the final meter reading.
3. **Price:** The Sales Price for Gas during the Term of this Agreement is a variable rate that fluctuates with the daily market price for natural gas. The Sales Price is based upon the wholesale cost of natural gas; all charges imposed by the Utility, including but not limited to: Gas distribution, transportation, standby, banking, balancing, storage, metering and billing charges; fees for Supply Services, public purpose programs, and equipment rental; deposits; and Glacial's margin. Customer agrees to pay, for each month during the Term, an amount equal to the applicable Sales Price(s) multiplied by the actual Gas usage at the Facility(ies) during such month (adjusted, if necessary, for fuel and shrink), along with any other charges or credits relative to Customer's Gas usage. In addition, Customer will pay directly, or reimburse if paid by Glacial, all utility charges and taxes. Any applicable taxes or assessments will appear as separate items on Customer's bill. If Customer is tax exempt, it is Customer's responsibility to provide Glacial with the necessary tax exemption certificate or other documentation.
4. **Utility Documents and Agency:** Customer will execute whatever documentation the Utility may require in order to recognize Glacial as Customer's supplier or to enroll Customer in Glacial's supply program, and Customer will provide Glacial with a copy of any current transportation agreement with the Utility. By this Agreement, Customer also appoints Glacial as Customer's agent so that Glacial may from time to time take actions that are necessary to provide Customer with service under this Agreement and any supply services, including, without limitation, all rights to inject Gas into and withdraw Gas from Customer's utility storage and/or volume banking account(s), if applicable. Customer agrees to provide the utility with whatever evidence of this agency relationship that the Utility requires. This agency is limited as set forth in this paragraph and will not impose on Glacial during the Term of this Agreement any obligations or authority not expressly granted in this paragraph.
5. **Consumption Management:** Glacial will provide the nomination, scheduling and balancing services necessary to serve the Gas requirements of Customer's Facilities. In order to assist Glacial in performing these obligations, Customer will (a) notify Glacial of any change to the operations at a Facility (such as equipment outages, shift changes and plant closures) that may significantly impact monthly Gas consumption at such Facility ("operational notice"); and (b) provide Glacial with Gas meter readings upon Glacial's reasonable request. If the utility issues Customer any consumption management order (such as an operational flow order or an operational matching order), Customer agrees to fully comply with such order. Provided that Customer: (i) gives Glacial operational notices when applicable; ii) permits accurate meter readings upon request; (iii) fully complies with all Utility consumption management orders; and (iv) otherwise performs its obligations under this Agreement, then if the utility imposes penalties on Customer or Glacial as the result of a Facility's consumption being outside of the balancing tolerance set by the utility, Glacial will be responsible for any such penalty. Otherwise, Customer will be responsible for any such penalty. If Customer has interruptible distribution service with the utility, Glacial shall have no liability whatsoever arising from Customer's failure to receive Gas as result of the interruption of such distribution service.
6. **Billing and Payment:** Customer will receive via email or fax a monthly invoice for Gas consumed during the prior billing cycle, which will coincide with the Utility's billing cycle based upon the time that the Utility reads Customer's meter(s). Customer is responsible for paying all amounts due under the applicable invoice. On the 10th day following customer receipt of invoice (or the first business day thereafter), Glacial will debit Customer's account through an EFT transaction in an amount corresponding to the invoice. If adequate funds are not available in Customer's account, Customer agrees to be charged an insufficient funds fee of \$35.00. Glacial 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. Customer agrees that the amount of Gas to be billed for monthly will be based upon monthly meter readings and/or estimates. If the Utility is unable to read Customer's meter, the Utility will estimate Customer's charges based on previous usage history, and later adjust it based on actual usage shown by a meter reading. In this event, Glacial shall make a similar adjustment to Customer's bill. Customer shall reimburse Glacial for any collection fees Glacial incurs in collecting Customer's outstanding invoices. Glacial may require a security deposit of up to two months estimated usage, and Customer agrees to provide such deposit upon written request. In the event of failure to provide for payment when due, Glacial shall have the right to terminate this Agreement in accordance with applicable Public Utilities Commission rules. Customer shall be liable for all costs and expenses including reasonable attorney's fees incurred in the collection of any amounts due. Customer agrees to be charged an interest rate of 1.5% per month of the total past due amount, until such time as payment is received by Glacial.
7. **Service Requirements:** Customer will pay any Utility entry or exit fees and subscribe to any applicable Supply Services as required by the Utility, for Customer to receive service under this Agreement. During any renewal Term, Customer agrees to maintain the same Utility service class and any supply services. Customer will provide, at its expense, any necessary equipment, meters or related services, such as electric or telephone lines that are required by applicable law, rule, regulation or tariff for Customer to receive service under this Agreement.

Glacial Natural Gas, Inc. General Terms and Conditions of Service

- 1. Customer Cancellation Rights and Waiver:** Market rules provide that Customer has the right to cancel a service request with Glacial without any exit fee or penalty of any kind until midnight of the third business day after the day on which the Customer signs this Agreement. Customer hereby willingly and knowingly waives that right under this Agreement, and acknowledges that any cancellation will be governed by the following language in this paragraph. If Customer cancels this Agreement for any reason prior to expiration of the Term, such cancellation constitutes a material breach of this Agreement by Customer. As a remedy for such breach, Customer shall pay an early termination fee in the following amount: the average price for Gas supply in \$/dth multiplied by average monthly consumption during Customer's enrollment with Glacial, multiplied by the number of months remaining in the Term of this Agreement. Customer shall also be liable to Glacial for payments of all outstanding charges incurred prior to cancellation by Customer.
- 2. Credit Requirement:** Glacial 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 with any reasonable information requested in order to complete the credit review. In the event that Glacial 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 may require Customer to provide security or a credit facility acceptable to Glacial. If Customer fails to comply with said requirement within two business days following Glacial's written request, Glacial 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 in writing or by telephone at 1-888-GLACIAL (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.
- 4. Force Majeure/Excuse:** Glacial will endeavor in a commercially reasonable manner to provide service, but does not guarantee a continuous supply of Gas. 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 Utility or any transmitting entity, acts of God, extraordinary weather occurrence, war, civil disturbance or other national emergency, acts of any governmental authority, accidents, strikes, labor trouble, required maintenance work, inability to access the Utility system, nonperformance of the Utility (including facilities or distribution interruptions), delay of deregulation or changes in laws, rules, regulations, practices or procedures of any governmental authority, or any cause beyond Glacial'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 will provide Gas to Customer throughout the Term of this Agreement. The Parties understand and acknowledge that neither Party will be responsible to the other for any damages associated with failing to deliver the Gas, nor for any damages the Gas may cause prior to delivery to Customer. The Gas will be delivered to the citygate of the applicable Utility, at which point title to and responsibility for the Gas will pass to the Utility. After the Gas is delivered to Customer, Customer agrees to defend, indemnify and hold harmless Glacial, 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'S LIABILITY WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY (WHICH WILL NOT TO EXCEED THE AMOUNT OF CUSTOMER'S SINGLE LARGEST MONTHLY INVOICE IN THE PRECEDING 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 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 acknowledge and agree that the Gas 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 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. Such consent shall not be unreasonably withheld if new customer has a credit rating equal to or better than the existing Customer's. Glacial 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 Public Utilities Commission. Upon any such assignment, Customer agrees that Glacial 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, without giving effect to its conflicts of laws rules. In the event a regulatory or judicial ruling or decision shall have a detrimental economic impact upon Glacial'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 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 shall have the right to terminate this Agreement upon 15 calendar days prior written notice to the Customer. If such right to terminate is not exercised within 45 calendar days after the original notice hereunder, Glacial'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's option, any default of any obligation under any other agreements between Glacial and a subsidiary or affiliate of Customer, shall be deemed a default under this Agreement. (i) Customer shall pay all of Glacial'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:** As a licensed gas supplier, Glacial is regulated by the New Hampshire Public Utilities Commission ("PUC"). Glacial 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 at 1-888-452-2425, or the PUC's Office of Consumer Advocate at (603) 271-1172.
- 11. Agency:** Customer appoints Glacial as its agent to acquire the supplies necessary to meet its Gas needs, contract for and administer transmission, distribution, and related services over interstate facilities and those of the Utility needed to deliver Gas to Customer's Facilities.
- 12. Title:** Title to and possession of all Gas sold and delivered under this Agreement shall pass from Glacial to Customer at the Delivery Point. Glacial will indemnify and hold harmless the Customer from all taxes, royalties, fees or other charges incurred with respect to the Gas 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 from all liability associated with such taxes.
- 13. Measurement:** The parties accept for purposes of accounting for Gas supplied under this Agreement, the quantity, quality, and measurement determined by the Utility.
- 14. Entire Agreement:** This Agreement sets forth the 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 a gas emergency or service interruption, you should immediately call your local utility and emergency personnel.

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 by the Terms and Conditions of Service, and 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 natural gas provider for Customer, and authorize the Customer's financial institution to permit Glacial to Debit all monthly charges for Customer's gas service. This Agreement will not become binding upon Glacial Natural Gas, Inc. until completion of a credit check of Customer completely satisfactory to Glacial.

Customer's Duly Authorized Signature

Date

Glacial use only:
Contract #: _____

Glacial Natural Gas, Inc. Commercial Natural Gas EFT Agreement:
Account List

This list of accounts below is incorporated by reference into the foregoing Glacial Natural Gas, Inc. Commercial Natural Gas EFT Agreement, and binds these additional accounts to the terms and conditions contained therein:

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 _____
9	Account# _____ Service Address: _____ City _____ Zip _____
10	Account# _____ Service Address: _____ City _____ Zip _____

* Attach additional Service Address lists if necessary.

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 natural gas provider for Customer, and authorize the Customer's financial institution to permit Glacial to Debit all monthly charges for Customer's natural gas service.

Customer Initials _____

Date: _____

Glacial Natural Gas, 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 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 is hereby authorized to collect such NSF items(s) by subsequent electronic debit and to subsequently collect a fee of \$35.00 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 Duly Authorized Signature
_____ Print Name & Title
Date: _____

_____ Glacial Natural Gas, Inc. Executive Signature
_____ Print Name & Title
Date: _____

FORM OF SERVICE AGREEMENT FOR
CAPACITY RELEASE UMBRELLA AGREEMENT UNDER
RATE SCHEDULES AFT-1, AFT-1S, AFT-E, AFT-ES AND AFT-CL

This Umbrella Service Agreement, made and entered into this 16th day of February, 2010, by and between GLACIAL NATURAL GAS, INC. (herein called "Replacement Customer"), and Algonquin Gas Transmission, LLC, a Delaware limited liability company (herein called "Algonquin").

WHEREAS,

NOW, THEREFORE, for and in consideration of the mutual covenants and promises herein contained, the Replacement Customer and Algonquin hereby agree as follows:

ARTICLE I

SCOPE OF AGREEMENT

Subject to the terms, conditions and limitations hereof, so long as the financial evaluation and credit appraisal requirements are met in order for Replacement Customer to be on Algonquin's Approved Bidder list for capacity releases and execute this Umbrella Service Agreement pursuant to Section 14 of Algonquin's General Terms and Conditions, and this Umbrella Service Agreement is effective, Replacement Customer may bid from time to time on releases of capacity to be acquired under Rate Schedules AFT-1, AFT-1S, AFT-E, AFT-ES and AFT-CL pursuant to the procedures set forth in Section 14 of Algonquin's General Terms and Conditions. If at any time a bid submitted by Replacement Customer is accepted by Algonquin with respect to a given capacity release, Algonquin will promptly send to Replacement Customer an Addendum to this Umbrella Service Agreement, in the format attached hereto, depending upon the rate schedule under which the capacity is being acquired. An Addendum shall be deemed to be an executed Service Agreement under the rate schedule designated therein, subject to the terms and conditions of the rate schedule, the form of Service Agreement applicable to such rate schedule, and the General Terms and Conditions of Algonquin's tariff. The parties agree that each Addendum is an integral part of this Umbrella Service Agreement as if executed by the parties hereto and fully copied and set forth herein at length and is binding on the parties hereto.

Subject to the terms, conditions and limitations hereof and of Algonquin's Rate Schedules AFT-1, AFT-1S, AFT-E, AFT-ES and AFT-CL, as applicable, and the forms of Service Agreement applicable thereto, Algonquin agrees to provide the applicable released service for Replacement Customer under the applicable rate schedule, provided that the Replacement Customer qualified under the financial evaluation and credit appraisal requirements set forth in Section 3 of Algonquin's General Terms and Conditions at the time it submitted the bid Algonquin accepted with respect to such release.

Replacement Customer hereby agrees to advise Algonquin of any material change in the information previously provided by the Replacement Customer to Algonquin pursuant to Section 3 of Algonquin's General Terms and Conditions.

ARTICLE II

TERM OF AGREEMENT

The term of this Agreement shall commence on March 1, 2010 and shall continued in force and effect until March 31, 2010 and month to month thereafter unless this Umbrella Service Agreement is terminated as hereinafter provided. If Algonquin determines at any time that Replacement Customer fails to meet the financial standards or credit criteria of Section 3 of the General Terms and Conditions, Algonquin may terminate this Agreement prospectively, without affecting Addenda previously executed but subject to the terms and conditions of Algonquin's tariff.

ARTICLE III

RATE SCHEDULE

This Umbrella Service Agreement does not have separate terms and conditions for particular services, but only provides a means for a Replacement Customer to utilize a service subject to the applicable provisions of the relevant Service Agreement and the terms and conditions for Rate Schedules AFT-1, AFT-1S, AFT-E, AFT-ES and AFT-CL, in the form attached hereto and fully incorporated herein as a part of this Umbrella Service Agreement.

Replacement Customer agrees that Algonquin shall have the unilateral right to file with the

appropriate regulatory authority and make changes effective in (a) the rates and charges applicable to service pursuant to this Umbrella Service Agreement (b) the terms and conditions of this Umbrella Service Agreement, pursuant to which service hereunder is rendered or (c) any provision of the General Terms and Conditions, Rate Schedule applicable to this Umbrella Service Agreement, or Form of Service Agreement applicable to this Umbrella Service Agreement. Algonquin agrees that the Replacement Customer may protest or contest the aforementioned filings, and the Replacement Customer does not waive any rights it may have with respect to such filings.

ARTICLE IV

ADDRESSES

Except as herein otherwise provided or as provided in the General Terms and Conditions of Algonquin's FERC Gas Tariff, any notice, request, demand, or any notice which any party may desire to give to the other, shall be in writing and shall be considered as duly delivered when mailed by registered, certified, or first class mail to the post office address of the parties hereto, as the case may be, as follows:

(a) Algonquin: ALGONQUIN GAS TRANSMISSION, LLC
5400 WESTHEIMER COURT
HOUSTON, TX 77056-5310

(b) Replacement Customer: GLACIAL NATURAL GAS, INC.
24 ROUTE 6A
SANDWICH, MA 02563

or such other address as either party shall designate by formal written notice.

ARTICLE V

INTERPRETATION

The interpretation and performance of this Umbrella Service Agreement shall be in accordance with the laws of MASSACHUSETTS, without recourse to the law governing conflict of laws.

This Umbrella Service Agreement and the obligations of the parties are subject to all present and future valid laws with respect to the subject matter, either State or Federal, and to all valid present and future orders, rules, and regulations of duly constituted authorities having jurisdiction.

IN WITNESS WHEREOF, the parties hereto have caused this Umbrella Service Agreement to be signed by their respective agents thereunto duly authorized, the day and year first above written.

ALGONQUIN GAS TRANSMISSION, LLC

By: Executed Online by DAVID M JONES

Title:

GLACIAL NATURAL GAS, INC.

By: Executed Online by JOSEPH CEPPARULO

Title:

Deal No.: _____
Algonquin Addendum Contract No.: _____
Capacity Release Rate Schedule: _____

Releasing Customer: _____
Releasing Customer's Contract No.: _____

Begin Date of Release: _____
End Date of Release: _____

Maximum Daily Transportation Quantity _____ Dth
Maximum Annual Transportation Quantity _____ Dth
Minimum Volume Commitment _____ Dth/Monthly Billing Period

Is this capacity subject to right of recall? Yes ___ No ___

Recall Comments:

Is this a permanent release? Yes _____ No _____

Other Comments:

Rates: Check all that apply:

Maximum Rate Yes _____ No _____
Is this a release as a percent of Maximum Rate? Yes _____ No _____
If yes, what percent? _____

Volumetric

Reservation Charge

Primary

Point of
Maximum Daily

Receipt
Receipt Obligation

Primary

Point of
Maximum Daily

Delivery
Delivery Obligation

This addendum, entered into pursuant to Algonquin's capacity release program and to the executed Capacity Release Umbrella Agreement between Algonquin and the Replacement Customer, is heretofore made a part of and subject to the aforementioned Capacity Release Umbrella Agreement.

FORM OF SERVICE AGREEMENT FOR
CAPACITY RELEASE UMBRELLA AGREEMENT UNDER
RATE SCHEDULES CDS, FT-1, MLS-1, SCT, LLFT, VKFT, SS-1 AND FSS-1

This Umbrella Service Agreement, made and entered into this 16th day of February, 2010, by and between GLACIAL NATURAL GAS, INC. (herein called "Replacement Customer"), and TEXAS EASTERN TRANSMISSION, LP, a Delaware Limited Partnership (herein called "Pipeline"),

WITNESSETH:

WHEREAS,

NOW, THEREFORE, for and in consideration of the mutual covenants and promises herein contained, the Replacement Customer and Pipeline hereby agree as follows:

ARTICLE I

SCOPE OF AGREEMENT

Subject to the terms, conditions and limitations hereof, so long as the financial evaluation and credit appraisal requirements are met in order for Replacement Customer to be on Pipeline's approved bidder list for capacity releases and execute this Umbrella Service Agreement pursuant to Section 3.14 of Pipeline's General Terms and Conditions, and this Umbrella Service Agreement is effective, Replacement Customer may bid from time to time on proposed capacity releases under Rate Schedules CDS, FT-1, MLS-1, SCT, LLFT, VKFT, SS-1 and/or FSS-1 pursuant to the procedure set forth in Section 3.14 of Pipeline's General Terms and Conditions. If at anytime a bid submitted by Replacement Customer is accepted by Pipeline with respect to a given capacity release, Pipeline will promptly finalize by means of Pipeline's LINK® System the appropriate Addendum to this Umbrella Service Agreement, in the format attached hereto, depending upon the rate schedule under which the capacity is being released. The parties agree that each Addendum is an integral part of this Umbrella Service Agreement as if executed by the parties hereto and fully copied and set forth herein at length and is binding on the parties hereto. Upon finalization of such Addendum, Replacement Customer and Pipeline agree that Replacement Customer shall be considered for all purposes as a Customer with respect to the released service.

Upon the finalization of an Addendum, subject to the terms, conditions and limitations hereof and of Pipeline's Rate Schedules CDS, FT-1, MLS-1, SCT, LLFT, VKFT, SS-1 and/or FSS-1, as applicable, Pipeline agrees to provide the applicable released service for Replacement Customer under the applicable rate schedule, provided however, the Replacement Customer qualified under the financial evaluation and credit appraisal requirements set forth in Section 3.3 of Pipeline's General Terms and Conditions at the time it submitted the bid Pipeline accepted with respect to such release.

Replacement Customer hereby agrees to promptly provide any information necessary for Pipeline to reevaluate Pipeline's credit appraisal as contemplated by Sections 3.3 of Pipeline's General Terms and Conditions and to advise Pipeline of any material change in the information previously provided by the Replacement Customer to Pipeline.

ARTICLE II

TERM OF AGREEMENT

The term of this Agreement shall commence on March 1, 2010 and shall continue in force and effect until March 31, 2010 and month to month thereafter unless this Umbrella Service Agreement is terminated as hereinafter provided. If Pipeline determines at anytime that Replacement Customer fails to meet the financial standards or credit criteria of Section 3.3 of the General Terms and Conditions, Pipeline may terminate this agreement and all Addenda attached hereto prospectively in accordance with Section 3.3 of the General Terms and Conditions.

ARTICLE III

RATE SCHEDULE

This Umbrella Service Agreement does not have separate terms and conditions for particular services, but only provides a means for a Replacement Customer to utilize a service subject to the applicable provisions of the relevant Service Agreement and the terms and conditions for Rate Schedules CDS, FT-1, MLS-1, SCT, LLFT, VKFT, SS-1 and/or FSS-1, by finalization of a copy of an Addendum CDS, FT-1, MLS-1, SCT, LLFT, VKFT, SS-1 and/or FSS-1 attached hereto and fully incorporated herein as a part of this Umbrella Service Agreement.

If Replacement Customer utilizes an agent, it will so indicate on the appropriate Addendum, along with any terms and conditions relevant to such agency relationship. Pipeline will act in accordance with the Addendum and in so acting will be fully protected in relying upon such agent.

Replacement Customer agrees that Pipeline shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in (a) the rates and charges applicable to service pursuant to this Umbrella Service Agreement (b) the terms and conditions of this Umbrella Service Agreement, pursuant to which service hereunder is rendered or (c) any provision of the General Terms and Conditions applicable to this Umbrella Service Agreement. Pipeline agrees that the Replacement Customer may protest or contest the aforementioned filings, and the Replacement Customer does not

waive any rights it may have with respect to such filings.

ARTICLE IV
ADDRESSES

Except as herein otherwise provided or as provided in the General Terms and Conditions of FERC Gas Tariff, any notice, request, demand, statement, bill or payment provided for in this Umbrella Service Agreement, or any notice which any party may desire to give to the other, shall be in writing and shall be considered as duly delivered when mailed by registered, certified, or regular mail to the post office address of the parties hereto, as the case may be, as follows:

(a) Pipeline: TEXAS EASTERN TRANSMISSION, LP
5400 WESTHEIMER COURT
HOUSTON, TX 77056-5310

(b) Replacement Customer: GLACIAL NATURAL GAS, INC.
24 ROUTE 6A
SANDWICH, MA 02563

or such other address as either party shall designate by formal written notice.

ARTICLE V
INTERPRETATION

The interpretation and performance of this Umbrella Service Agreement shall be in accordance with the laws of the State of TEXAS, without recourse to the law governing conflict of laws.

This Umbrella Service Agreement and the obligations of the parties are subject to all present and future valid laws with respect to the subject matter, either State or Federal, and to all valid present and future orders, rules, and regulations of duly constituted authorities having jurisdiction.

ARTICLE VI
RELATIONSHIP BETWEEN REPLACEMENT CUSTOMER
AND RELEASING CUSTOMER

The parties recognize that, pursuant to Commission orders, Releasing Customer may require that the Replacement Customer agree that a breach of this Agreement, including a failure to pay, or to pay timely, by Replacement Customer under this Agreement, constitutes a breach of contract as between Replacement Customer and Releasing Customer. The existence of such an agreement will be indicated on the appropriate Addendum to this Capacity Release Umbrella Agreement. If Replacement Customer fails to pay Pipeline, fails to timely pay Pipeline, or otherwise breaches this Agreement with Pipeline: (a) both Replacement Customer and Releasing Customer (except to the extent otherwise provided in Section 3.14(H) of the General Terms and Conditions and except with respect to penalties attributable to Replacement Customer's conduct) shall be liable to Pipeline for such failure to pay or breach (it being understood that nothing in this Article VI relieves Releasing Customer from responsibility to pay Pipeline in accordance with its service agreements with Pipeline) and (b) if, as a result of such breach by Replacement Customer, Releasing Customer is accordingly required to pay Pipeline or otherwise perform, Releasing Customer may have a cause of action for breach against Replacement Customer.

IN WITNESS WHEREOF, the parties hereto have caused this Umbrella Service Agreement to be signed by their respective Presidents, Vice Presidents or other duly authorized agents and their respective corporate seals to be hereto affixed and attested by their respective Secretaries or Assistant Secretaries, the day and year first above written.

TEXAS EASTERN TRANSMISSION, LP
by its General Partner
Spectra Energy Transmission Services, LLC
By Executed Online by DAVID M JONES

ATTEST:

GLACIAL NATURAL GAS, INC.

By Executed Online by JOSEPH CEPPARULO

ATTEST:

FORM OF SERVICE AGREEMENT FOR
 CAPACITY RELEASE UMBRELLA AGREEMENT UNDER
 RATE SCHEDULES CDS, FT-1, SCT, SS-1 AND FSS-1
 (Continued)

Deal No.: _____
 Texas Eastern Addendum Contract No.: _____
 Capacity Release Umbrella Agreement No.: _____

Addendum No. _____
 Capacity Release
 Rate Schedule _____

Replacement Customer: _____

Releasing Customer: _____

Releasing Customer's Contract No.: _____

Begin Date of Release: _____

End Date of Release: _____

Rates: [Volumetric or Reservation]

Access Area:

		STX	ETX	ELA	WLA
Reservation Charge	\$	_____	_____	_____	_____

Market Area:

		M1	M2	M3
Reservation Charge	\$	_____	_____	_____

Space Charge	\$	_____	_____	_____
--------------	----	-------	-------	-------

Surcharges:

<u>Description</u>	<u>Rate</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Addendum No. ____ (Con't)
 Capacity Release
 Rate Schedule ____

[MDQ and Zone entitlements contained solely within the Access Area are subject to adjustment from year to year pursuant to Section 9.1 of the General Terms and Conditions.]

Volume Commitment (Dth/Monthly Billing Period)

Maximum Daily Quantity (MDQ): _____(Dth)

Maximum Storage Quantity (MSQ): _____(Dth)

Maximum Daily Injection Quantity (MDIQ): _____(Dth)

Maximum Daily Withdrawal Quantity (MDWQ): _____(Dth)

Billable Quantities:

Service:		
From	To	Quantity
_____	_____	_____
_____	_____	_____
_____	_____	_____

Capacity Rights:

(1) Path:

From Point: _____

To Point: _____

(2) Detail:

<u>Zone</u>	<u>Entitlements Location Description</u>	<u>(Dth/D)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Addendum No.__(Con't)
Capacity Release
Rate Schedule ____

(3) Operational Segment Capacity Entitlements (Dth/D):

Total STX	_____
Suction Blessing	_____
STX/ETX Zone Boundary Exit Quantity	_____
STX/WLA Zone Boundary Exit Quantity	_____
Total ETX	_____
STX/ETX Zone Boundary Entry Quantity	_____
Suction Joaquin	_____
Discharge Joaquin	_____
Loggy Bayou	_____
ETX/M1 Zone Boundary Exit Quantity	_____
Total WLA	_____
STX/WLA Zone Boundary Entry Quantity	_____
Cameron System	_____
WLA/ELA Zone Boundary Exit Quantity	_____

Addendum No. ____ (Con't)
Capacity Release
Rate Schedule ____

Total ELA	_____
WLA/ELA Zone Boundary Entry Quantity	_____
Venice System	_____
Monroe Line	_____
Clinton Line	_____
ELA/M1 Zone Boundary Exit Quantity	_____

(4) Zone Boundary Entry and Exit Quantities (Dth/D):

ETX/M1 ENTRY	_____
24" M1/M2 EXIT	_____
24" M1/M2 ENTRY	_____
ELA/M1 ENTRY	_____
30" M1/M2 EXIT	_____
30" M1/M2 ENTRY	_____
M2/M3 EXIT	_____
M2/M3 ENTRY	_____

Addendum No.__(Con't)
Capacity Release
Rate Schedule ____

Specific Firm Point(s) of Receipt:

M&R#	MDRO	Effective From	Effective To
------	------	----------------	--------------

Specific Firm Point(s) of Delivery:

M&R#	MDDO	Effective From	Effective To
------	------	----------------	--------------

Is this capacity subject to right of recall? Yes ____ No ____

Recall Conditions (if applicable):

Are there any restrictions on released capacity? Yes ____ No ____

Restrictions (if applicable):

Was Texas Eastern's default bid evaluation criteria used? Yes ____ No ____

Evaluation Criteria (if applicable):

Were contingent bids accepted? Yes ____ No ____

Contingency comments (if applicable):

Addendum No.__(Con't)
Capacity Release
Rate Schedule ____

Other Terms and Conditions of Release: [e.g., restrictions on release, third party agent and terms of third party agency relationship, and agreements between Replacement Customer and Releasing Customer]

This Addendum, entered into, pursuant to Texas Eastern's capacity release program and to the executed Capacity Release Umbrella Agreement between Texas Eastern and the Replacement Customer, is heretofore made a part of and subject to the aforementioned Capacity Release Umbrella Agreement.

FORM OF SERVICE AGREEMENT FOR
CAPACITY RELEASE UMBRELLA AGREEMENT UNDER
RATE SCHEDULES MLS-1, LLFT, and VKFT
(Continued)

Deal No.: _____
Texas Eastern Addendum Contract No.: _____
Capacity Release Umbrella Agreement No.: _____

Addendum No. _____
Capacity Release
Rate Schedule _____

Replacement Customer: _____

Releasing Customer: _____

Releasing Customer's Contract No.: _____

Begin Date of Release: _____

End Date of Release: _____

Rates: [Volumetric or Reservation]

Reservation Charge \$

Surcharges:

<u>Description</u>	<u>Rate</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Addendum No. ___ (Con't)
Capacity Release
Rate Schedule ___

Volume Commitment ___ (Dth/Monthly Billing Period)

Maximum Daily Quantity (MDQ): _____ (Dth)

Billable Quantities:

Service:

<u>From</u>	<u>To</u>	<u>Quantity</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Capacity Rights:

(1) Path:

From Point: _____

To Point: _____

(2) Detail:

<u>Path</u>	<u>Location Description</u>	<u>(Dth/D)</u>	<u>Entitlements</u>
_____	_____	_____	
_____	_____	_____	
_____	_____	_____	
_____	_____	_____	

Addendum No.__(Con't)
Capacity Release
Rate Schedule ____

Specific Firm Point(s) of Receipt:

M&R#	MDRO	Effective From	Effective To
------	------	----------------	--------------

Specific Firm Point(s) of Delivery:

M&R#	MDDO	Effective From	Effective To
------	------	----------------	--------------

Is this capacity subject to right of recall? Yes ____ No ____

Recall Conditions (if applicable):

Are there any restrictions on released capacity? Yes ____ No ____

Restrictions (if applicable):

Was Texas Eastern's default bid evaluation criteria used? Yes ____ No ____

Evaluation Criteria (if applicable):

Were contingent bids accepted? Yes ____ No ____

Contingency comments (if applicable):

Addendum No.__(Con't)
Capacity Release
Rate Schedule ____

Other Terms and Conditions of Release: [e.g., restrictions on release, third party agent and terms of third party agency relationship, and agreements between Replacement Customer and Releasing Customer]

This Addendum, entered into, pursuant to Texas Eastern's capacity release program and to the executed Capacity Release Umbrella Agreement between Texas Eastern and the Replacement Customer, is heretofore made a part of and subject to the aforementioned Capacity Release Umbrella Agreement.

