



Glacial Natural Gas, Inc.  
24 Route 6A  
Sandwich, MA 02563

July 27, 2012

New Hampshire Public Utilities Commission  
Debra Howland, Executive Director  
21 South Fruit Street, Suite 10  
Concord, NH 03301-2429  
(603) 271-2431



**RE: Glacial Natural Gas, Inc. Renewal Application for Registration as a  
Competitive Natural Gas Supplier  
DM 12-203**

Dear Ms. Howland,

Please accept this amended and restated renewal application in support of Glacial Natural Gas, Inc.'s renewed registration as a CNGS in the State of New Hampshire, pursuant to NHPUC Rule 3003.02.

Applicant Glacial Natural Gas, Inc. is a wholly owned subsidiary of Glacial Energy Holdings. Another affiliate of Glacial Energy Holdings, Glacial Energy of New England, Inc., is a licensed supplier of electricity in New Hampshire, Massachusetts, Maine, Rhode Island and Connecticut.

Regarding the surety bond or other financial security that a CNGS is required to post with the Commission, Glacial hereby formally requests a partial waiver of the requirement with respect to the duration of the bond only. The new rule states that such surety bond must have an expiration date not less than five years and 90 days after the date of the renewal application. The surety bond posted on behalf of Glacial in the amount of \$100,000 will not be structured in this manner. Rather than being issued for a five-year term, the bond automatically continues in full force and effect unless and until ACSTAR Insurance company gives 90 days' advance notice to the beneficiary (the Commission) of its cancellation. ACSTAR has explained that this is a standard surety bond format in the industry and it is the preferred format for all surety bonds issued by ACSTAR. Glacial believes that this format sufficiently addresses the purpose of the Rule – namely, to ensure the financial security and integrity of Glacial as a CNGS.

Glacial submits that its proposed waiver request serves the public interest and will not disrupt the orderly and efficient resolution of matters before the Commission.

I hereby authorize the Commission to destroy Glacial's financial statements which were previously submitted to the Commission in error under the old regulations. If you require any additional information, or have any questions, please contact me at (202) 421-4855.

Yours Truly,

A handwritten signature in black ink that reads "Adam Gusman" with a long horizontal flourish extending to the right.

Adam Gusman  
Corporate Counsel

- a. 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 Natural Gas, Inc. will also operate under the name Glacial Energy.  
[www.glacialenergy.com](http://www.glacialenergy.com)
- b. The applicant's business address, telephone number, and e-mail address:  
24 Route 6A  
Sandwich, MA 02563  
Tel: (888) 452-2425  
[customercare@glacialenergy.com](mailto:customercare@glacialenergy.com)
- c. The applicant's place of incorporation, if anything other than an individual:  
Nevada.
- d. 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 anything other than an individual:  
Gary Mole, Chief Executive Officer  
24 Route 6A  
Sandwich, MA 02563  
Tel: (888) 452-2425  
Fax: (508) 437-5578  
Email: [legal@glacialenergy.com](mailto:legal@glacialenergy.com)
- e. The following regarding any affiliate or subsidiary of the applicant which is conducting business in New Hampshire:
  - 1) The name, business address and telephone number of the entity: Glacial Energy of New England, Inc. ("Glacial New England").
  - 2) A description of the business purpose of the entity: 24 Route 6A Sandwich, MA 02563. Glacial New England is engaged in retail sales of electricity to commercial, industrial and residential customers.
  - 3) A description of any agreement(s) with any affiliated New Hampshire LDC(s): Glacial New England is registered as an electric supplier with Public Service Company of New Hampshire, National Grid NH/Granite State Electric Co. (now Liberty Utilities), Unitil Energy Systems Inc., and the New Hampshire Electric Cooperative, Inc., and has executed all necessary agreements to obtain such status. However, it is not affiliated in any way with a New Hampshire LDC.

- f. The telephone number of the customer service department and 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:  
Jessica Evans, Vice President of Customer Care  
(888)-GLACIAL (452-2425)  
[customercare@glacialenergy.com](mailto:customercare@glacialenergy.com)
- g. 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. Tel: (202) 421-4855. Fax: (888) 603-7488. [adam.gusman@glacialenergy.com](mailto:adam.gusman@glacialenergy.com)
- h. 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:  
Thomas W. Morse, Esq.  
14 Centre Street  
Concord, NH 03301  
Tel: (603) 225-6655  
[tmorse@hallmorlaw.com](mailto:tmorse@hallmorlaw.com)
- i. A copy of the applicant's authorization to do business in New Hampshire from the secretary of state:  
See **Exhibit 1**.
- j. A list of LDCs in New Hampshire through which the applicant intends to provide service:  
Applicant intends to continue providing gas service in the existing franchise areas of National Grid NH/EnergyNorth (Liberty Utilities) and Unitil/Northern Utilities.
- k. A description of the types of customers the applicant intends to serve:  
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/Liberty Utilities (G-41, G-42, G-43, G-51, G-52, G-53, G-54, and G-63).
- l. 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:



There has been only one consumer complaint filed against Applicant within the past 18 months. It was filed with the Michigan Public Service Commission on Sept. 21, 2011. The slamming complaint was directed towards the conduct of another retail energy supplier, not Glacial. The complaint was resolved without a finding of any wrongdoing by Glacial.

- m. None of Applicant's officers, directors or controlling stockholders has ever been convicted of any felony.
- n. 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; or 2) settled any civil, criminal or regulatory investigation or complaint involving any state or federal consumer protection law or regulation.

Gary D. Mole, Applicant's Chief Executive Officer and majority shareholder, is currently the subject of a pending investigation/complaint at the Public Utility Commission of Texas involving Applicant's affiliate, Glacial Energy of Texas, Inc.

- o. If an affirmative answer is given to any item above, an explanation of the event: **See Exhibit 2.**
- p. Applicant certifies that it shall maintain a list of consumers who request being placed on the applicant's do-not-call list for the purposes of telemarketing; obtain monthly updated do-not-call lists from the National Do Not Call Registry; and shall 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.
- q. A sample of the bill form the applicant intends to use: **See Exhibit 3.**
- r. Two sample contracts that Applicant intends to continue using with retail customers are enclosed, one fixed price and one variable price that is based on the monthly NYMEX settlement: **See Exhibits 4A and 4B.**
- s. Applicant certifies that it has verified the registration of any aggregator with which it has any agreements to provide service to New Hampshire customers, prior to entering into such agreements.

- t. Evidence of financial security pursuant to PUC Rule 3003.03:

Applicant is in the process of posting a surety bond in favor of the Commission in the amount of \$100,000, reflecting an increase from \$50,000. The surety bond is renewed annually each August. Applicant will provide the newly reissued bond under separate cover.

- u. A \$250.00 registration fee – Enclosed herewith.
- v. 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 **Exhibit 5**.

# 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 Natural Gas, Inc. a(n) Nevada corporation, is authorized to transact business in New Hampshire and qualified on December 28, 2009. 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 6<sup>th</sup> day of July, A.D. 2012

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

William M. Gardner  
Secretary of State

**Description of pending investigation/complaint at the Public Utility Commission of Texas**

Applicant's affiliate, Glacial Energy of Texas, Inc. ("Glacial Texas"), is a certified Retail Electric Provider ("REP") in the state of Texas. On January 6, 2012, the Public Utility Commission of Texas ("PUCT") issued a Notice of Violation against Glacial Texas. On January 9, 2012, PUCT Staff filed a petition to revoke Glacial Texas' license. This matter is pending before the PUCT and the State Office of Administrative Hearings. The Notice of Violation and petition for revocation are based on a specific regulatory requirement unique to Texas; it does not have a counterpart in the regulations of New Hampshire or any other state where Glacial Energy operates.

Glacial Texas, which does not provide any services in New Hampshire, is a wholly-owned subsidiary of Glacial Energy Holdings. On January 27, 2006, Glacial Texas submitted an application to the PUCT for a license to operate as a REP, which the PUCT granted on March 6, 2006. For the six years since it obtained its license, Glacial Texas has continuously operated successfully in Texas, providing its customers with reliable electricity services and receiving significantly fewer customer complaints than other REPs. When Glacial Texas obtained its REP license, the PUCT's regulations did not require an applicant to disclose its owners or otherwise impose any restrictions on a REP's ownership structure. Then, on May 1, 2009, the PUCT adopted new REP regulations which, among other things, provide that "[a]n individual that was a principal of a REP that experienced a mass transition of the REP's customers to [a Provider of Last Resort] . . . shall not own more than 10% of a REP or directly or indirectly control a REP." The PUCT did not seek public comments on this new regulation (the "10% Limitation Rule"), and the PUCT did not otherwise establish a public record regarding any need for such an ownership limitation.

Staff's Petition for Revocation relied primarily on the allegation that Glacial Texas failed to comply with the 10% Limitation Rule because Gary Mole previously had an interest in Franklin. Significantly, Glacial Texas had already been successfully operating as REP in Texas for over three years when the PUCT adopted the 10% Limitation Rule.

Glacial Texas has reason to believe that the PUCT's attempt to enforce an ownership rule retroactively against Gary Mole, the primary "violation" alleged by the PUCT in its revocation petition, is unconstitutional. On January 19, 2012, as amended on January 27, 2012, Glacial Texas filed a Petition and Application for Temporary and Permanent Injunction in the District Court for Travis County, Texas, also seeking a declaratory judgment that the PUCT's application of the ownership limitation rule to Gary Mole and Glacial Texas violates the United States and Texas Constitutions' prohibitions on retroactive rulemaking. On July 23, 2012, Glacial Texas filed a motion for summary judgment seeking declaratory relief as a matter of law.





# GLACIAL ENERGY

## Contact Us

Glacial Energy  
PO Box 1057  
Sandwich, MA 02563  
Web: [www.GlacialEnergy.com](http://www.GlacialEnergy.com)  
Email: [CustomerCare@GlacialEnergy.com](mailto:CustomerCare@GlacialEnergy.com)

Phone: 1 (888) 452-2425  
Fax: (214) 594-0000  
Hours: 8am - 6pm EST

## Billing Address

Norman Gamache  
Alpine Club  
175 Putnam St  
Manchester, NH 03102

## Invoice Information

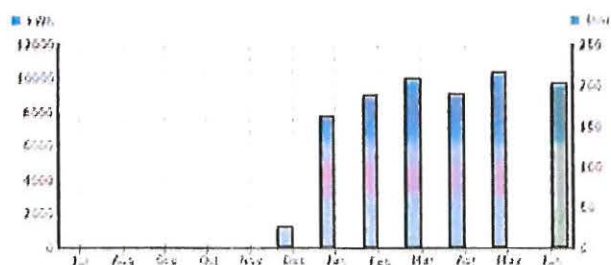
Invoice Number: 35540860-9400006  
Glacial Customer #: 35540860  
Invoice Date: Jun 21, 2012  
Payment Date: Jul 1, 2012  
Payment Method: EFT

Do not pay, Automatic withdrawal

## Billing Summary

Current Energy Charges	\$140.20
<b>Current Invoice Total</b>	<b>\$140.20</b>

## Usage Chart



\*No usage data available before Dec

## Glacial Message Center

- In the event of a service outage or emergency, please contact Ngrid at (877) 539-2427.
- Become a part of the Glacial Energy Community by joining Glacial Energy on Facebook. Keep up to date on industry and company news and information. Follow us at <http://www.facebook.com/glacialenergy>
- You have the right to request and receive actual consumption information for each billing period during the previous year.

## Recent Account Activity

Account Balance prior to May 8, 2012: \$0.00

Invoice Number	Invoice Date	Due Date	Invoice Amount	Payment Status
35540860-9400004	May 8, 2012	May 18, 2012	\$793.06	Paid - Thank You
35540860-9400005	Jun 5, 2012	Jun 15, 2012	\$821.97	Paid - Thank You

Outstanding Balance: \$0.00

Invoice Detail

Utility Account #: 5864674800				Utility: Ngrid (877) 639-2427									
Rate Code:		Service Period: May 15, 2012 to Jun 14, 2012											
Billing Type:		Description		Consumption		Rate		Charge		Tax		Total	
Actual		Gas Usage (thm)		201		0.69750		140.20		0.00		140.20	
Service Address:		Meter		Reading									
175 Putnam St		n/a		201									
Manchester, NH 03102		Total						\$140.20		\$0.00		\$140.20	
		Account Total						\$140.20		\$0.00		\$140.20	

**Glacial Natural Gas, Inc.**  
**Commercial Natural Gas Agreement – New Hampshire**  
**Fixed Price Full Requirements**

Company Name _____ Tax ID# _____ Billing Address _____ City/State _____ Zip _____ Desired Start Date _____ Number of Accounts _____ Local Utility Co. _____ <input type="checkbox"/> Check if Tax Exempt (Proof of Tax Exempt status must be provided)	Date _____ Account Holder Name _____ Phone(s) _____ Fax _____ Email _____ Secondary Contact Name _____ Phone _____ Fax _____ Email _____
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<b>Key Terms:</b> Fixed Price Full Requirements Estimated Annual Therms _____	Term: See Exhibit A Payment Method: See Exhibit A	Glacial Representative _____
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**KEY TERMS**

<b>Price</b>	The fixed price set forth on Exhibit A is valid until 4:00 p.m. Eastern Prevailing Time on the date hereof.
<b>Quantity</b>	Customer's full requirements at the burnertip of the Customer's Facility (ies).
<b>Agreement Term</b>	Customer's service under this Agreement begins on the effective date that Customer's Local Distribution Company ("LDC") switches Customer's service to Glacial and will continue for the "Term" set forth on Exhibit A.
<b>Late payment fee and calculation</b>	Balances not paid in full within 10 days of invoice receipt shall be subject to a late payment charge of 1.5% per month. Said fee shall be calculated by multiplying the Customer's outstanding balance by the number of days such balance remains unpaid.
<b>Early termination fee</b>	The greater of the following: either (a) \$300, or (b) all costs associated with Gas supply positions reserved on its behalf by Glacial (see Paragraph 5).
<b>Renewal</b>	If Customer does not give Glacial written notice of termination 30 days prior to expiration of Term, then service will continue on a month to month basis at Glacial's monthly variable rate.

1. **Agreement to Sell and Purchase:** Customer hereby agrees to purchase from Glacial Natural Gas, Inc. ("Glacial") 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. In no event shall Glacial be bound by this Agreement until it has received Customer's historical usage for at least the 12 months preceding execution of this Agreement.

2. **Volumetric Changes:** Customer must notify Glacial of anticipated change in Customer's usage at least six business days before the first of each month.

3. **Term:** Customer's service under this Agreement begins on the effective date that Customer's LDC switches Customer's service to Glacial and will continue for the "Term" set forth on Exhibit A, whose terms are incorporated by reference as if fully set forth herein. If written notice of cancellation is not received from Customer 30 days prior to the expiration of the Term, this Agreement will automatically continue on a month-to-month basis thereafter, at Glacial's monthly variable rate. It may take up to sixty (60) days for LDC to switch Customer upon expiration of Agreement term. Customer is responsible for all Glacial supply charges until Customer goes to another gas marketer or the Utility.

4. **Price:** The price for Gas under this Agreement is the fixed price set forth in Exhibit A. Daily balancing charges are not included in the fixed price and shall be passed through to Customer, in the event that they apply.

5. **Early Termination:** If Customer terminates or cancels this contract for any reason during the Term, Customer will be required to pay to Glacial, as liquidated damages and not as a penalty, the greater of the following: either (a) \$300, or (b) all costs associated with, but not limited to, the change in value of any Gas supply positions reserved on behalf of the Customer. In the calculation under subsection (b), the liquidated damages shall be determined using standard industry practices and shall apply to all months remaining in the agreed-upon Term.

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 via the payment method selected in Exhibit A. 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. In the event of failure to provide for payment when due, Glacial shall have the right to terminate this Agreement in accordance with applicable PUC rules. Payments by Customer are applied first to any late fees, second to any past due balances, and last to current balance if any. 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. If Customer is tax exempt, it is Customer's responsibility to provide Glacial with the necessary tax exemption certificate.

7. **Information Release Authorization:** Customer authorizes Glacial to obtain and review information regarding the Customer's credit history from credit reporting agencies, and the following information from the LDC: consumption history, billing determinant, credit information, and existence of medical emergencies. This information may be used by Glacial to determine whether it will commence and/or continue to provide energy supply 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. This authorization will remain in effect during the Term of this Agreement. Customer may rescind this authorization at any time by providing written notice thereof to Glacial or calling Glacial at 1-(888)-GLACIAL. Glacial 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 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. This Agreement will not become binding upon Glacial Natural Gas, Inc. until completion of a credit check of Customer completely satisfactory to Glacial.

_____ Account Holder or Legally Authorized Signature	
_____ Print Name & Title	_____ Date

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



## Glacial Natural Gas, 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 without any exit fee or penalty of any kind until midnight of within three (3) business days of signature and receiving the Terms of Service document.
2. **Credit Requirement:** Glacial reserves the right to conduct a credit review of Customer prior to supplying Gas and to refuse enrollment 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 may be subject to early termination fees as described in the preceding paragraph.
3. **Dispute Resolution:** Customer may contact Glacial's Customer Care Center at 1-888-GLACIAL (452-2425), 24 hours per day, 7 days per week, or write to Glacial at: 24 Route 6A, Sandwich, MA 02563. 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 1-888-452-2425, 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 Agreement. During the pendency of any dispute, Customer is obligated to pay all undisputed portions of the balance within ten days of receiving the bill. Adjusted amounts, if any, will be refunded to 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 will endeavor in a commercially reasonable manner to provide Gas, 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 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, 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 any cause beyond Glacial's control including insolvency and bankruptcy of gas transporter or distributor. 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, HOWEVER, THAT NEITHER PARTY WILL BE RESPONSIBLE TO THE OTHER FOR ANY DAMAGES ASSOCIATED WITH FAILING TO DELIVER THE GAS NOR FOR ANY DAMAGES IT MAY CAUSE PRIOR TO DELIVERY TO CUSTOMER. GLACIAL WILL DELIVER GAS, OR CAUSE GAS TO BE DELIVERED, TO THE DELIVERY POINT, UPON WHICH TITLE TO AND RESPONSIBILITY FOR THE GAS WILL PASS TO CUSTOMER. 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 GAS 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 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 WILL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR AGREEMENT, 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 Glacial's prior written consent. 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 gas marketer, or another entity as authorized by the PUC. 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. 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:** Glacial will provide at least fifteen (15) calendar days notice prior to any cancellation of service to Customer. Customer may obtain additional information regarding consumer protections by calling the New Hampshire Public Utilities Commission toll free at 1-800-852-3793.
11. **Agency:** Customer appoints Glacial as its agent to acquire the supplies necessary to meet its natural gas needs, Agreement for and administer transmission and related services over interstate facilities and those of the LDC needed to deliver Gas to the Customer's premises.
12. **Taxes:** 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 Glacial harmless 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 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 a natural gas emergency or service interruption, you should immediately call your local utility and emergency personnel.



Glacial use only:

Contract #: \_\_\_\_\_

**Glacial Natural Gas, Inc. Commercial Natural Gas Agreement:**  
**Account/Facility List**

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

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

\*\* Attach additional Account List sheets as necessary.

My name and 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 herein. I again affirm that I am the account holder or legally authorized to switch the natural gas provider for Customer.

Account Holder or Legally Authorized Person's Name and Initials \_\_\_\_\_

**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 Natural Gas, Inc. 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. Glacial may charge interest on any past due balance at the rate of 1.5% per month, with said interest being calculated from the date of the default. 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. Customer will be billed upon receipt of usage data from the LDC for the month in which gas is being provided and payment will be due 10 days from the receipt of invoice.

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

\_\_\_\_\_  
Customer's Duly Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name & Title

**Glacial Natural Gas, Inc.**  
**Commercial Natural Gas Agreement – New Hampshire**  
**Variable Rate – NYMEX Plus Basis**

Company Name _____ Tax ID# _____ Billing Address _____ City/State _____ Zip _____ Desired Start Date _____ Number of Accounts _____ Local Utility Co _____ <input type="checkbox"/> Check if Tax Exempt (Proof of Tax Exempt status must be provided)	Date _____ Account Holder Name _____ Phone(s) _____ Fax _____ Email _____ Secondary Contact Name _____ Phone _____ Fax _____ Email _____
--	--

<b>Key Terms:</b> Estimated Annual Therms _____	Term: See Exhibit A Payment Method: See Exhibit A	Glacial Representative _____
--	--	------------------------------

**KEY TERMS**

<b>Price</b>	NYMEX settlement plus a fixed adder per therm. The price set forth on Exhibit A multiplied by BTU conversion factor where applicable is valid until 4:00 p.m. Eastern Prevailing Time on the date hereof.
<b>Quantity</b>	Customer's full requirements at the burnertip of the Customer's Facility (ies).
<b>Agreement Term</b>	Customer's service under this Agreement begins on the effective date that Customer's Local Distribution Company ("LDC") switches Customer's service to Glacial and will continue for the "Term" set forth on Exhibit A.
<b>Late payment fee and calculation</b>	Balances not paid in full within 10 days of invoice receipt shall be subject to a late payment charge of 1.5% per month. Said fee shall be calculated by multiplying the Customer's outstanding balance by the number of days such balance remains unpaid.
<b>Early termination fee</b>	None; however, Customer may be responsible for costs associated with Gas supply positions reserved on its behalf (see Paragraph 5).
<b>Renewal</b>	If Customer does not give Glacial written notice of termination 30 days prior to expiration of Term, then service will continue on a month to month basis at Glacial's monthly variable rate.

1. **Agreement to Sell and Purchase:** Customer hereby agrees to purchase from Glacial Natural Gas, Inc. ("Glacial") 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 the Utility on behalf of the Customer. Glacial will coordinate with the Utility regarding the redelivery of the Gas from the Delivery Point to each Facility's burnertip. 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. In no event shall Glacial be bound by this Agreement until it has received Customer's historical usage for at least the 12 months preceding execution of this Agreement.

2. **Volumetric Changes:** Customer must notify Glacial of anticipated change in Customer's usage at least six business days before the first of each month.

3. **Term:** Customer's service under this Agreement begins on the effective date that Customer's LDC switches Customer's service to Glacial and will continue for the "Term" set forth on Exhibit A, whose terms are incorporated by reference as if fully set forth herein. If written notice of cancellation is not received from Customer 30 days prior to the expiration of the Term, this Agreement will automatically continue on a month-to-month basis thereafter, at Glacial's monthly variable rate. It may take up to sixty (60) days for LDC to switch Customer upon expiration of Agreement term. Customer is responsible for all Glacial supply charges until Customer goes to another gas marketer or the Utility.

4. **Price:** The price for Gas under this Agreement is a variable price and shall be calculated monthly based on the NYMEX settlement plus a fixed adder, as set forth in Exhibit A multiplied by BTU conversion factor where applicable. Daily balancing charges, if applicable, shall be passed through to Customer.

5. **Early Termination:** If Customer terminates or cancels this contract for any reason during the Term, Customer will be required to pay to Glacial, as liquidated damages and not as a penalty, all costs associated with, but not limited to, the change in value of any Gas supply positions reserved on behalf of the Customer. Said costs shall apply to all months remaining in the agreed-upon Term, and shall be determined using standard industry practices.

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 via the payment method selected in Exhibit A. 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. In the event of failure to provide for payment when due, Glacial shall have the right to terminate this Agreement in accordance with applicable PUC rules. Payments by Customer are applied first to any late fees, second to any past due balances, and last to current balance if any. 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. If Customer is tax exempt, it is Customer's responsibility to provide Glacial with the necessary tax exemption certificate.

7. **Information Release Authorization:** Customer authorizes Glacial to obtain and review information regarding the Customer's credit history from credit reporting agencies, and the following information from the LDC: consumption history, billing determinant, credit information, and existence of medical emergencies. This information may be used by Glacial to determine whether it will commence and/or continue to provide energy supply 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. This authorization will remain in effect during the Term of this Agreement. Customer may rescind this authorization at any time by providing written notice thereof to Glacial or calling Glacial at 1-(888)-GLACIAL. Glacial 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 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. This Agreement will not become binding upon Glacial Natural Gas, Inc. until completion of a credit check of Customer completely satisfactory to Glacial.

_____ Account Holder or Legally Authorized Signature	
_____ Print Name & Title	_____ Date

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



**Exhibit A to  
Glacial Natural Gas, Inc. Commercial Natural Gas Agreement – New Hampshire**

**Date: Friday, July 06, 2012**

<b>Term</b>	____ Months, commencing on or about ____ 1, 2012
<b>Price</b>	Variable price calculated monthly based on the NYMEX settlement, plus a fixed adder of \$____ per therm.

By my signature below (facsimile accepted as if it were an original), I hereby acknowledge that the above price quote is only valid until 4:00 p.m. Eastern Prevailing Time on the date above and does not include daily balancing charges, which will be passed through if such charges apply.

_____ Account Holder or Legally Authorized Signature
_____ Print Name & Title

**Please initial only one (1) of the three boxes below to select payment method:**

☐ **Electronic Funds Transfer (EFT)** – On the 10th day following Customer's receipt of invoice (or the first business day thereafter), Glacial will automatically 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. If you choose this payment method, please complete the enclosed EFT Authorization Form.

☐ **Credit Card** – On the 5th day following Customer's receipt of invoice (or the first business day thereafter), Glacial will charge Customer's credit card in an amount corresponding to the invoice. If the charge is rejected for insufficient funds, 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. If you choose this payment method, please complete enclosed Credit Card Authorization Form.

☐ **Wire** – On or before the 5th day following Customer's receipt of invoice, Customer shall initiate a direct wire transfer to Glacial in an amount corresponding to the invoice. If you choose this payment method, please complete the enclosed Credit Application. Payments should be wired to the following account:

**Bank: First National Bank of Central Texas  
Account number: 40027765  
Routing number: 111903245  
Account name: Glacial Energy of New England**



## Glacial Natural Gas, 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 without any exit fee or penalty of any kind until midnight of within three (3) business days of signature and receiving the Terms of Service document. There are no cancellation fees associated with this Agreement, however, in addition to any potential costs set forth in Paragraph 5 above (entitled "Early Termination"), Customer shall 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 supplying Gas and to refuse enrollment 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 may be subject to early termination fees as described in the preceding paragraph.
3. **Dispute Resolution:** Customer may contact Glacial's Customer Care Center at 1-888-GLACIAL (452-2425), 24 hours per day, 7 days per week, or write to Glacial at: 24 Route 6A, Sandwich, MA 02563. 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 1-888-452-2425, 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 Agreement. During the pendency of any dispute, Customer is obligated to pay all undisputed portions of the balance within ten days of receiving the bill. Adjusted amounts, if any, will be refunded to 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 will endeavor in a commercially reasonable manner to provide Gas, 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 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, 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 any cause beyond Glacial's control including insolvency and bankruptcy of gas transporter or distributor. 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, HOWEVER, THAT NEITHER PARTY WILL BE RESPONSIBLE TO THE OTHER FOR ANY DAMAGES ASSOCIATED WITH FAILING TO DELIVER THE GAS NOR FOR ANY DAMAGES IT MAY CAUSE PRIOR TO DELIVERY TO CUSTOMER. GLACIAL WILL DELIVER GAS, OR CAUSE GAS TO BE DELIVERED, TO THE DELIVERY POINT, UPON WHICH TITLE TO AND RESPONSIBILITY FOR THE GAS WILL PASS TO CUSTOMER. 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 GAS 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 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 WILL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR AGREEMENT, 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 Glacial's prior written consent. 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 gas marketer, or another entity as authorized by the PUC. 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. 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:** Glacial will provide at least fifteen (15) calendar days notice prior to any cancellation of service to Customer. Customer may obtain additional information regarding consumer protections by calling the New Hampshire Public Utilities Commission toll free at 1-800-852-3793.
11. **Agency:** Customer appoints Glacial as its agent to acquire the supplies necessary to meet its natural gas needs, Agreement for and administer transmission and related services over interstate facilities and those of the LDC needed to deliver Gas to the Customer's premises.
12. **Taxes:** 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 Glacial harmless 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 LDC.
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 natural gas emergency or service interruption, you should immediately call your local utility and emergency personnel.

Glacial use only:

Contract #: \_\_\_\_\_

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

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

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

\*\* Attach additional Account List sheets as necessary.

My name and 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 herein. I again affirm that I am the account holder or legally authorized to switch the natural gas provider for Customer.

Account Holder or Legally Authorized Person's Name and Initials \_\_\_\_\_

**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 Natural Gas, Inc. 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. Glacial may charge interest on any past due balance at the rate of 1.5% per month, with said interest being calculated from the date of the default. 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. Customer will be billed upon receipt of usage data from the LDC for the month in which gas is being provided and payment will be due 10 days from the receipt of invoice.

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

\_\_\_\_\_  
Customer's Duly Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name & Title

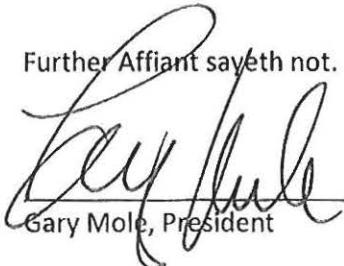
AFFIDAVIT

I, Gary Mole, having first been duly sworn, and subject to the penalty of perjury under the laws of the United States, hereby state as follows:

As President of Glacial Natural Gas, Inc., I have the authority to submit on its behalf this application to market natural gas as a Competitive Natural Gas Supplier in the State of New Hampshire; and

The contents of the foregoing application are truthful, accurate and complete to the best of my knowledge.

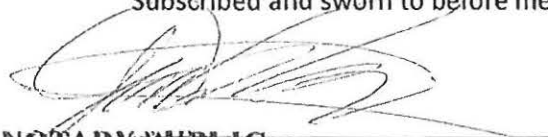
Further Affiant sayeth not.



Gary Mole, President

TERRITORY OF THE VIRGIN ISLANDS )  
 )  
 DISTRICT OF ST. THOMAS/ST. JOHN )

Subscribed and sworn to before me this 9th day of July, 2012.



**NOTARY PUBLIC**  
 Name: Jade Pratt  
 My Commission Exp: June 7, 2016  
 NP Commission #: NP-07-12  
 St. Thomas/St. John, USVI District