

**SUPPLIER AGGREGATION SERVICE AGREEMENT**  
**For Rate Schedule 445 End Use Customers**

**THIS SUPPLIER AGGREGATION SERVICE AGREEMENT** (this “Agreement”) is made and entered into as of \_\_\_\_\_, 20\_\_\_\_\_, between Northern Indiana Public Service Company LLC (“NIPSCO” or “Company”) and, \_\_\_\_\_, (“Choice Supplier”). Choice Supplier and Company are each sometimes referred to herein as a “Party” and collectively as the “Parties.”

WHEREAS, Supplier has requested the Company to provide service under its Supplier Aggregation Service (“SAS”) Rate Schedule (“Rate Schedule SAS”) (sometimes referred to as the “Choice Program”) on file with the Indiana Utility Regulatory Commission (the “IURC”); and

WHEREAS, Choice Supplier is eligible to receive service under Rate Schedule SAS; and

WHEREAS, Company has agreed to provide service to Choice Supplier pursuant to the terms of Rate Schedule SAS and this Agreement;

NOW, THEREFORE, in consideration of mutual covenants and agreements contained in this Agreement, the Company and Choice Supplier agree as follows:

**1. Scope of Service.**

Company agrees to furnish to Choice Supplier and Choice Supplier agrees to take from Company SAS, pursuant to the terms of (“Rate Schedule SAS”) as approved by the IURC, and pursuant to the terms of this Agreement. Rate Schedule SAS is incorporated by reference herein and made a part of this Agreement. In the event of an inconsistency between this Agreement and Rate Schedule SAS, Rate Schedule SAS shall govern.

**2. Term.**

This Agreement shall be for an initial term of two (2) years beginning on, \_\_\_\_\_ 20 \_\_\_\_ and ending on \_\_\_\_\_, 20 \_\_\_\_ (the “Initial Term”). This Agreement shall then continue in effect for the Initial Term and from month to month thereafter (“Renewal Term(s)”), unless terminated by either Party giving written notice of termination to the other party not less than sixty (60) days prior to the expiration of the Initial Term or sixty (60) days during any Renewal Term, or unless earlier terminated as provided herein or unless earlier terminated or modified by order of the IURC.

**3. Gas Deliveries.**

Choice Supplier agrees to tender a daily quantity of gas for delivery to the Company in accordance with the requirements of Rate Schedule SAS. All gas delivered by the Company to end use Customers (“Customers”) on its system under this Agreement shall

be subject to a line loss deduction consistent with the Unaccounted For Gas percentage on Appendix E of NIPSCO's Gas Service Tariff approved by the IURC and effective on the date of delivery. Consistent with the provisions of Rate Schedule SAS, Company is under no obligation to and will not deliver gas for Choice Supplier to any entity or person not an end use Customer.

Company will redeliver such gas to Customers on its system with whom the Choice Supplier has supply contracts, provided such Customers are eligible for aggregation under this Agreement and Rate Schedule SAS and are within the same delivery zone and receiving transportation service under the same Rate Schedule.

Choice Supplier grants to Company such authorizations and agrees to execute such additional agreements as may be necessary to possess or control Choice Supplier's gas, and to arrange for receipt, transportation, storage, commingling and/or delivery or redelivery of Choice Supplier's gas to Customers aggregated on behalf of the Choice Supplier under this Agreement.

#### **4. Firm Supply Requirement.**

By executing this Agreement Choice Supplier warrants that it will have adequate firm supply under contract to meet the firm daily and annual requirements of Supplier Choice Delivery Service Rider ("SCDS"). Customers, aggregated under this Agreement. Choice Supplier shall execute an affidavit, a copy of which is attached hereto as Attachment A and incorporated herein by reference, certifying the foregoing and provide a copy of the executed affidavit to the IURC in accordance with the provisions of Rate Schedule SAS.

#### **5. Title to Gas.**

Choice Supplier warrants that it will have good title to all natural gas delivered to Company hereunder, and that such gas will be free and clear of all liens, encumbrances, and claims whatsoever, and that it will indemnify the Company, and save it harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of breach of such warranty.

#### **6. Management of Delivery and Allocation of Resources.**

Nomination, Delivery, and Balancing associated with Choice Supplier load shall be conducted in a manner consistent with the *Operational Parameters and Allocation of Capacity and Resources*, a copy of which is attached hereto as Attachment B, and incorporated herein by reference.

## **7. Receipt and Delivery Points**

Choice Supplier shall nominate gas for receipt and delivery at one or more points identified in Attachment C, a copy of which is attached hereto and incorporated herein by reference.

## **8. Gas Quality and Volumes Tendered for Delivery**

Company is not required to accept any gas tendered by Choice Supplier which: (a) does not meet the quality specifications of the delivering upstream pipeline(s); (b) is not tendered at interconnection points acceptable to the Company; or (c) exceeds the Choice Supplier's daily nominations confirmed by the Company.

## **9. Choice Supplier Performance Requirements**

### **a. Eligibility Requirements for Membership in Common Pool.**

Only end-use Customers in the same delivery zone and receiving transportation under the same rate schedule will be eligible for aggregation in the same pool.

### **b. Choice Supplier Selection Authorization for SCDS Customers.**

Choice Supplier is solely responsible for obtaining a valid enrollment form or telephonic confirmation from each SCDS Customer enrolled, confirming that the Customer has authorized the Choice Supplier to act as its gas provider. Such authorization must include the information specified in Attachment D, a copy of which is attached hereto and incorporated herein by reference, but authorization of Choice Supplier shall be limited to the authorization to procure gas supply for Customer and shall not extend to any other aspects of Customer's utility account with Company. Choice Supplier shall process cancellations and enrollments on a daily basis through an electronic data exchange.

### **c. Enrollment Procedures.**

Enrollment of Customers under this Agreement is permitted according to the following terms and as specified in the Supplier Code of Conduct a copy of which is attached hereto as Attachment E and incorporated herein by reference ("Supplier Code of Conduct"):

#### **i. Enrollment Form Required for All Customers.**

All enrollments, regardless of sales channel utilized, must be supported by a compilation of the information specified in Attachment D. The compilation shall be memorialized in written or electronic form or audio-recorded. Within five (5) business days of enrollment, the Customer shall receive a confirmation of enrollment and a copy of his/her complete supply purchase agreement, and either a postage paid postcard or a toll free telephone number with which the Customer may cancel his or her

enrollment within five (5) business days from the receipt of the confirmation.

The five (5) business day cancellation right shall not apply to commercial Customers if, in lieu of sending a confirmation, Choice Supplier obtains an executed contract or a fax copy or an electronic copy of an executed contract.

If a Customer is dropped from the Choice Program for ineligibility under the NIPSCO Gas Service Tariff, Choice Supplier may only attempt to reenroll the Customer for a period of 90 days without executing a new enrollment form with the Customer. If the Customer has not re-established eligibility for participation within 90 days, Customer can only be enrolled in the Choice Program upon (a) establishment of eligibility under the NIPSCO Gas Service Tariff, and (b) execution of a new agreement with a Choice Supplier.

**ii. Retention of Records by Choice Supplier**

Enrollment forms and voice recordings of enrollments and cancellations must be retained by Choice Supplier, its agents, assigns and/or contractors for a period of two (2) years from the later of the date of this Agreement or the expiration and/or cancellation of the service contract with the Customer in question and shall be available for audit or review, upon request by the IURC, or the Indiana Office of Utility Consumer Counselor ("OUCC"). The Company shall also have the right to review such records in order to allow it to seek informal resolution of complaints it receives from any Customer regarding service enrollment, service solicitation, service agreements or any other matters related to alleged fraudulent, deceptive, abusive or unsatisfactory practices by Choice Supplier ("Complaints"). This latter information regarding Complaints received by the Company shall be available for audit or review by the IURC and the OUCC upon request.

**iii. Compliance with All Federal, State, County, and Local Requirements**

Enrollment practices by Choice Supplier, its agents, assigns and/or contractors shall comply with all applicable Federal, State, County and Local statutes, ordinances, rules, regulations, and any other government imposed requirement, including, without limitation, Federal and State Do-Not-Call Lists and local permitting requirements.

**iv. Compliance with Supplier Code of Conduct.**

Choice Supplier, its agents, assigns and/or contractors shall comply with the Supplier Code of Conduct (Attachment E).

**d. Customer Information - Release and Authority.**

Upon receipt of valid enrollment confirmation from Customer, the Company may provide to Choice Supplier 0, 12 or 36 months of gas usage data on the specific Customer account enrolled as available to the Company. No other information about Customer and/or Customer's account with the Company will be provided to Choice Supplier.

**10. Supply Agreements.**

Choice Supplier shall, as part of its supply agreement with Customers, include a conspicuous disclosure of the Customer's termination rights under the supply agreement, and the Customer's right to return to Company sales service in the event Choice Supplier terminates the Customer's gas supply service. The supply agreement shall also include a provision clearly stating that the supply agreement is subject to termination with no penalty to the Customer in the event of IURC action requiring termination or terminating the Choice Program, or in the event that the Choice Supplier is no longer eligible to participate in the Choice Program. The supply agreement shall also provide for termination in the event of disconnection for non-payment, and an explanation that re-enrollment will be required to re-establish customer eligibility and service from Choice Supplier under a new supply agreement. The supply agreement shall also include: a statement advising Customers of their right to contact the OUCC with any questions, concerns or conflicts regarding their Choice Supplier or the program; list the OUCC's toll free number, full name and web site address; and a statement informing the Customer that "the OUCC is the State Agency with the statutory responsibility of representing consumers on all utility matters."

**11. Company Review of Choice Supplier Marketing Materials.**

**a. Written Marketing Materials.**

All marketing materials, including direct mail solicitations and outbound telemarketing scripts, as well as material revisions to previously reviewed marketing materials that reflect significant changes in form or substance to previously reviewed material, must be submitted to the Company no later than ten (10) business days prior to introduction into the public domain for advance review. The Company will review marketing material, and when appropriate, suggest changes to the Choice Supplier, but such suggested changes, if any, shall not be considered compulsory. The Company agrees to treat any material submitted for review by Choice Supplier as confidential, and Company suggestions for modifications shall be made within five (5) business days of Choice Supplier submission. For material modifications to previously reviewed material, the Company reserves the right to suggest that the Choice Supplier make modifications only if the Company can demonstrate good cause for the proposed modifications, and such modifications shall not be considered compulsory. In no event shall Company be liable to Choice Supplier for any claims, losses, damages or expenses arising out of any modifications suggested or made by Company, and Choice Supplier

shall defend, indemnify and hold harmless Company for any and all claims suits or proceedings filed or threatened against Company by Choice Supplier's Customers or persons solicited by Choice Supplier to become a Customer.

**b. Monthly Marketing Report.**

In addition to the advance submission of materials pursuant to Section 11.a., Choice Supplier shall provide Company with a written Marketing Report no later than the next to last business day of each calendar month. Each Monthly Marketing Report shall, at a minimum, identify the type of marketing media to be employed during the subsequent calendar month (i.e.: direct mail, telephonic, e-mail, door-to-door), that identifies the specific geographic area where any door-to-door marketing is to take place during that month, and that identifies the specific outbound telephone numbers to be used by Supplier for telephonic marketing during that month. Any Marketing Plan submitted to Company shall be treated as commercially sensitive and confidential, and shall not be disclosed by Company to any third party or affiliate, consistent with the provisions of the Standard Non-Disclosure Agreement attached hereto as Attachment K.

**12. Financial and Creditworthiness Requirements.**

Company has the right to establish, and from time to time re-evaluate and modify, reasonable creditworthiness requirements and standards as a condition for receiving service under Rate Schedule SAS. Accordingly, as a condition to qualify for service under this Agreement and Rate Schedule SAS, Choice Supplier agrees to meet the financial and creditworthiness standards, and collateral requirements set forth in Rate Schedule SAS, "Supplier Performance Requirements" and in Attachment F, a copy of which is attached hereto and incorporated herein by reference.

Unless Company's credit evaluation with respect to Choice Supplier indicates that a higher amount is required, Company's collateral requirement for Choice Supplier shall be based upon a seasonal collateral equal to five average days of January delivery for the Winter Period (November through April) and five average days of April delivery for the Summer Period, (May through October). The collateral amount for the Winter Period will be determined by multiplying the total volume for five average days as specified above times the closing NYMEX price for the March contract on the last business day of September in the preceding year. The collateral amount for the Summer Period will be determined by multiplying the total volume for five average days as specified above times the closing NYMEX price for the October contract on the last business day of February. No later than thirty (30) days prior to the commencement of each Summer Period and Winter Period, Company will notify Choice Supplier of the dollar amount of Choice Supplier's collateral requirement for such period. If the collateral requirement for such period is less than the dollar amount of collateral provided by Choice Supplier and then held by Company, Company shall return the excess collateral amount to Choice Supplier within 14 business days of receipt of Choice Supplier's written notice as to where such excess collateral should be delivered. If the collateral requirement for such period is more than the dollar amount of collateral provided by Choice Supplier and then held by Company, Choice Supplier shall within 14 business days after receipt of Company's notice deliver to

Company the amount of collateral necessary to meet the full collateral requirement for such period. In the event Company determines at any time that additional collateral is required, Company will notify Choice Supplier in writing of the additional requirement. Choice Supplier shall provide such additional collateral prior to commencement of service under this Agreement, or if service has already begun, within five (5) business days of notification. In accordance with Attachment F, Company reserves the right to conduct credit evaluations from time to time in its reasonable discretion during the course of its transportation program. Cancellation of a Letter of Credit or Parental Guarantee shall be provided by either Party by giving written notice of cancellation to the other party not less than one-hundred (120) days prior to the cancellation, at which time Choice Supplier will be required to provide collateral at least 90 days prior to the cancellation of the existing collateral. In the case of a cash payment as collateral, simple interest thereon at the rate established by the IURC as applicable to customer deposits under 170 IAC shall be paid by the Company for the time such deposit is held by the Company.

Every new Choice Supplier must provide minimum credit assurance in the amount of not less than \$100,000. Company, in its sole discretion, may determine the type and amount of acceptable collateral required for each new Choice Supplier.

In the event that this Agreement is terminated for any reason, Choice Supplier shall continue its obligation to maintain its form of collateral until such time as it has satisfied all of the outstanding claims of Company against Choice Supplier under this Agreement and Rate Schedule SAS and fully performed all contractual and statutory obligations to Customers.

### **13. Choice Supplier Non-Compliance - Remedies.**

#### **a. Termination of Agreement.**

Company may terminate this Agreement in the manner specified below upon the occurrence of any of the following events:

- (i) immediately, upon written notice to Choice Supplier, in the event that Choice Supplier either (a) fails to provide the collateral or additional collateral required to be delivered within 14 business days of Company's notice pursuant to Section 12 hereof or (b) fails to make any payment of money to Company when due under this Agreement and such failure is not cured within 3 business days after written notice of such failure is delivered to Choice Supplier;
- (ii) immediately, upon written notice to Choice Supplier, in the event that Company determines, in its reasonable discretion, that Choice Supplier's non-compliance with the requirements of this Agreement is jeopardizing the operational integrity of the Company's distribution system in whole or in part or Choice Supplier fails to make appropriate gas supply deliveries;
- (iii) upon five (5) days written notice to Choice Supplier, in the event that Company determines, in its reasonable discretion, that Choice Supplier has failed to comply with the Supplier Code of Conduct; or

- (iv) upon ten (10) days prior written notice to Choice Supplier, in the event that Company determines, in its reasonable discretion, that Choice Supplier has failed to comply with or perform any other requirement or obligation under this Agreement not described in subparagraph (i), (ii) or (iii) above and such failure is not cured within such ten-day period.

End use Customers affected by termination of Choice Supplier pursuant to this Section 13 will revert to the Company's applicable sales service.

**b. Suspension of Customer Confirmation and Nullification of Customer Contract**

The Company reserves the right to immediately suspend its confirmation of Customer enrollments submitted by Choice Supplier in the following circumstances:

- (i) A failure by Choice Supplier to maintain creditworthiness required by Section 12 of this Agreement, provided the Choice Supplier fails to correct any deficiency within three (3) business days following written notice by the Company.
- (ii) A failure by Choice Supplier to acknowledge and exercise reasonable efforts to respond to a written information request from Company within four (4) business days such information is requested or, in the alternative, upon reasonable grounds to request an extension of time to respond to such information request.
- (iii) A failure by Choice Supplier to comply with any terms of this Agreement, applicable provisions of NIPSCO's Gas Service Tariff, or with any requirement of the Code of Conduct, provided the Choice Supplier fails to cure any such non-compliance within five (5) business days following written notice by the Company.

Choice Supplier's violation of subparagraph (i), (ii) or (iii) may lead to the nullification of all pending Customer enrollments. Before initiating any suspension of enrollment confirmation, the Company shall provide Choice Supplier written notice of the suspension and shall identify the reason(s) under this Section for doing so. While a suspension is in effect, Choice Supplier may continue to solicit new Customers and submit new enrollments to the Company, but the Company will not confirm new enrollments until the suspension is lifted. Confirmation of new Customer enrollments will take place immediately upon satisfactory resolution of the problem(s) that gave rise to the suspension. If Choice Supplier does not resolve the problem(s) alleged in the notice of suspension to Company's satisfaction in its sole discretion within ten (10) days of the receipt of the notice, the Choice Supplier agrees that the Company may nullify the enrollment of each Customer whose enrollment has been suspended and shall provide notification to each such Customer and to the Choice Supplier that the Customer may choose another Choice Supplier or remain on Company's sales service without penalty.



**c. Recurring Non-Compliance or Fraudulent, Deceptive, or Abusive Practices.**

Without limiting Company's right to exercise its reasonable discretion under this Section 13, recurring fraudulent, deceptive, or abusive practices by Choice Supplier shall be considered cause for termination pursuant to Section 13(a)(ii) of this Agreement or for suspension of enrollment and/or nullification of customer contract pursuant to Section 13(b)(iii) of this Agreement. For purposes of this section "fraudulent, deceptive, or abusive practices" shall have the meaning defined in Paragraph 5 of the Supplier Code of Conduct.

- (i) Two (2) or more discrete, unrelated and independent events of a fraudulent, deceptive or abusive practice or other violations of terms or conditions of this Agreement, including any attachments thereto within any twelve (12) month period shall constitute grounds for suspension of enrollment and/or nullification of contract(s) pursuant to Section 13(b)(iii) of this Agreement for a period of thirty (30) days; and
- (ii) Five (5) or more discrete, unrelated and independent events of a fraudulent, deceptive or abusive practice or other violations of terms or conditions of this Agreement, including any attachments thereto within any two-year period or two suspensions under this section at any time shall constitute grounds for termination pursuant to Section 13(a)(iv) of this Agreement.
- (iii) A demonstrated pattern of Administrative Violations. For purposes of this Agreement, the term "Administrative Violation" means a violation of this Agreement and/or of the Company's approved tariff that (a) does not constitute "fraudulent, deceptive, or abusive practices" as defined in Paragraph 5 of the Supplier Code of Conduct, (b) concerns the provision of or failure to provide information, document(s), or other data to the Company by the Supplier, and (c) does not arise from the direct interaction between Supplier and customers. Examples of Administrative Violations include, but are not limited to, the failure to timely submit a Monthly Marketing Plan pursuant to Section 11.b. of this Agreement, or failure to timely provide updated pricing information required by this Agreement.

In order to constitute an event of a fraudulent, deceptive or abusive practice for purposes of this Section, the determination must be reached with finality following the procedure specified in Section 13(e). Relevant evidence of such events includes, but is not limited to, Complaints made to the Company, Complaints made to the IURC or OUCC, and/or evidence derived through independent investigation by the Company.

**d. Suspension of Enrollment for Customer Ineligibility.**

Choice Supplier understands and agrees that any supply agreement between Choice Supplier and a Customer is subject to the continuing satisfaction of pertinent eligibility criteria of the Choice Program by both the Customer and the Choice Supplier. Failure of either the Customer or the Choice Supplier to satisfy these criteria may negatively impact Choice Program participation as well as the Customer contract for service.

As a condition of Choice Supplier's participation in the Choice Program, Company may nullify any Customer enrollment that cannot be confirmed by Company, without penalty to the Customer or Company. A Customer enrollment may be nullified for non-confirmation only if the Customer does not qualify to participate in Company's Choice Program, or if Choice Supplier fails to satisfactorily resolve a problem described below within a ten-day period. The nullification shall take effect upon Company's mailing the described notice to the Customer whose confirmation has been suspended.

**e. Administrative Review of Sanctions.**

Incidents of alleged Supplier Non-Compliance will be initially forwarded to the Supplier for resolution. If the resolution offered by the Supplier is not sufficient in Company's good faith judgment, the Company will investigate the facts underlying the allegation to determine whether the Supplier has (a) engaged in any fraudulent, deceptive, or abusive acts within the meaning of Paragraph 5 of the Supplier Code of Conduct, (b) engaged in any demonstrated pattern of Administrative Violations, or (c) violated other terms or conditions of this Agreement, including any attachments thereto. In the event the Company investigation involves an alleged violation sufficient to warrant the imposition of sanctions as described in Section 13.c, the Company shall, before making a determination, provide the Supplier with written notice and an opportunity to provide information, evidence, explanation or other response. Such response shall be provided to the Company within three (3) business days.

If after investigating the facts involved in an allegation of Supplier Non-Compliance the Company determines that Supplier has engaged in a fraudulent, deceptive or abusive practice, engaged in a demonstrated pattern of Administrative Violations, and/or violated other terms and conditions of this Agreement, the Company shall provide the Supplier with a written summary of the incident and the reasons why the Company believes the Supplier's actions were in violation of the terms and conditions of this Agreement, and the sanction to be imposed.

Choice Supplier may seek appropriate relief from any determination or sanction imposed under Section 13 of this Agreement from the IURC within ten (10) business days of the determination or imposition of such sanction, and failure to pursue such relief within that time shall constitute a waiver of any such right with respect to the determination or sanction imposed and to any other claim related to the determination made or the sanction imposed. The written appeal should be simultaneously sent to the IURC, the OUCC and NIPSCO. In the event of an appeal to the IURC, any determination made will not be final and no sanction will be imposed until the IURC rules on such appeal.

**f. Non- Exclusive Remedies**

Remedies identified in Sections 13 (a) and (b) are not Company's exclusive remedy for Choice Supplier's breach of this Agreement, and Company shall retain all rights and remedies available to it hereunder, at law or in equity, including, but not limited to, Company's right, without any additional notice to

Choice Supplier, to liquidate in whole or in part Choice Supplier's collateral held by Company as security under this Agreement and to apply any proceeds thereof to costs incurred by Company as a result of Company's termination of this Agreement, and in the event Company's damages exceed such proceeds, to pursue recovery of such excess amounts from Choice Supplier.

#### **14. Choice Supplier Charges**

The Choice Supplier charges are shown in Attachment G, a copy of which is attached hereto and incorporated herein by reference.

#### **15. Billing and Collection Options.**

Choice Supplier may bill its own supply charges to its Customers.

All such bills rendered by Choice Supplier shall include the following statement: "In case of an emergency, such as odor of gas, carbon monoxide or fire; From a safe place, away from the building or area, call 911 and NIPSCO at 1-800-634-3524."

Choice Supplier may also elect to have Company invoice Choice Supplier's supply charges by executing Attachment H, a copy of which is attached hereto and incorporated herein by reference. Company agrees to include with its monthly invoices to Customers gas supply charges provided by Choice Supplier for that month and to remit to Choice Supplier the funds paid by its Customers with respect to those amounts.

Choice Supplier agrees to comply with Company's procedures for inputting supply pricing information and for providing updated Customers lists.

In the event a Customer's payment is not sufficient to cover all charges included on Company's invoice, the payment will first be applied to the amounts owed to Company, including, but not limited to, service charges and taxes outstanding for any service provided to the Customer for prior service periods, and the remainder will be applied to the amounts owed to Choice Supplier unless Choice Supplier has entered into an Accounts Receivable Purchase Agreement, a copy of which is attached hereto as Attachment I and incorporated herein by reference, with the Company.

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

#### **16. Monthly Usage Reconciliation and Payments:**

Company will reconcile on a monthly basis any difference between city gate nominated volumes, adjusted for on-system line loss, and the actual usage of Choice Supplier's aggregate pool in that month.

Choice Supplier agrees to pay all applicable charges set forth in Rate Schedule SAS and the General Rules and Regulations Applicable to Gas Service. Company will bill Choice Supplier for all charges incurred under Rate Schedule SAS on a monthly basis, including any late payments from prior periods. Payment shall be due to the Company within 17 days of the billing date. Failure to make timely payment will result in late payment charges, as specified in Rate Schedule SAS, and may result in termination of this Agreement by the Company.

Company may apply Choice Supplier's Cash Deposit, Letter of Credit, or Parental Guarantee to any bills that are left unpaid beginning on the thirty-first day after the billing date.

Failure of Customers to pay Choice Supplier shall not excuse Choice Supplier's obligations to the Company under this Agreement.

#### **17. Dispute Resolution**

Without intending to limit the right of either Party to seek recovery in a court of competent jurisdiction for losses or damages as a result of breach of this Agreement by the other Party, in the event of a dispute between Choice Supplier and the Company concerning any provision of this Agreement or the Attachments hereto (other than Attachment I – Accounts Receivable Purchase Agreement), either Party may file a formal complaint with the IURC seeking resolution of the dispute, and both Parties to this Agreement consent to the jurisdiction of the IURC over the Parties and the subject matter of the dispute for the purpose of such resolution. Nothing in this Section 17 shall be deemed as a limitation of any remedial right conferred upon the Company or Choice Supplier under this Agreement until such time as any complaint initiated pursuant to this Section has been adjudicated to completion.

#### **18. Agents and Contractors.**

Choice Supplier shall be responsible for performance of its duties and obligations under this Agreement, whether or not such duties and obligations are performed by Choice Supplier, its agent(s), assign(s) partial assigns and/or contractor(s).

## **19. Limitation of Third Party Rights.**

This Agreement is entered into solely for the benefit of Company and Choice Supplier and is not intended and should not be deemed to vest any rights, privileges or interests of any kind or nature to any third party, including, but not limited to the Customers or Customer groups that Choice Supplier establishes under this Agreement.

## **20. Indemnification.**

Choice Supplier agrees to indemnify and hold harmless Company from any loss, damage, or expense arising out of or in any way connected with the claims, suits or proceedings filed or threatened by any Customers on whose behalf Choice Supplier is aggregating gas supply for failure of Company to provide service if such failure is the result of gas volumes nominated by Choice Supplier failing to be delivered to Company or the failure of Choice Supplier to timely make payment to Company pursuant to this Agreement and Rate Schedule SAS. Company shall have the right to participate in any such claim, suit or proceeding through counsel of its own choosing.

## **21. Terminations and Bankruptcy.**

Company may terminate this Agreement pursuant to Section 13 or in the event that Choice Supplier (i) has filed against it an order for relief under the Federal Bankruptcy Code, Title 11, United States Code, Sections 1 et seq., (ii) fails to pay, or admits in writing its inability to pay, its debts generally as they become due, (iii) makes an assignment for the benefit of creditors, (iv) applies for, seeks, consents to, or acquiesces in the appointment of a receiver, custodian, trustee, examiner, liquidator or similar official for it or any substantial part of its property, or (v) institutes any proceeding seeking to adjudicate it bankrupt or insolvent, or seeking dissolution, winding up, liquidation, reorganization, arrangement, adjustment or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or fails to file an answer or other pleading denying the material allegations of any such proceeding filed against it. In the event of any such termination by Company, Choice Supplier shall be liable to Company for any and all costs associated with such termination, including, but not limited to, expenses and attorneys' fees incurred by the Company as a result of such termination. Payment by Choice Supplier of all such costs, expenses and attorney's fees will be a condition of re-establishing service under Rate Schedule SAS.

## **22. Limitation of Liability.**

Choice Supplier shall have responsibility for and assumes all liability with respect to Choice Supplier-owned gas prior to delivery to the Company under this Agreement. Choice Supplier agrees to pay or cause to be paid all royalties, taxes and other sums due on production and transportation of the natural gas prior to its delivery to the Company. Choice Supplier agrees to indemnify the Company and save it harmless from all suits, actions, debts, accounts, damages, costs, losses, liabilities (including reasonable attorney's fees) and expenses arising from or out of claims of title, personal injury or property damage from any and all entities or persons to said Choice Supplier-owned gas to be delivered to the Company. The Company shall have the

responsibility for and assumes all liability with respect to Choice Supplier-owned gas after the natural gas is delivered to the Company’s receipt point but prior to delivery to the Customer. Neither Party shall be liable for incidental or consequential damages.

**23. Assignment.**

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto. However, no assignment of this Agreement by Choice Supplier may be made without the prior written consent of Company, which consent shall not be unreasonably withheld.

**24. Applicable Law and Regulation.**

This Agreement shall be construed under the laws of the State of Indiana, other than any conflicts of law or choice of law rules that would direct the application of the laws of another jurisdiction. The Company’s compliance with any validly issued order, rule, regulation or policy statement of the IURC, or of any federal, state or local government authority, whether issued before or after the effective date of this Agreement, shall relieve the Company of liability for failure to perform any of its obligations hereunder as a result of such compliance.

**25. Notices and Correspondence.**

Written notice and correspondence to the Company and Customer shall be provided as set out in Attachment J, a copy of which is attached hereto and incorporated herein by reference. Either Party may change its address for receiving notices effective upon receipt, by written notice to the other Party.

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

Northern Indiana Public Service Company LLC

Supplier Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: Kylia Davis

Printed Name: \_\_\_\_\_

Title: Manager Choice &

Title: \_\_\_\_\_

Transportation Support

Title: \_\_\_\_\_

Services

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Attachment A**  
**Supplier Aggregation Service Agreement**

**Affidavit of Firm Supplies**

As a condition of selling gas supply under NIPSCO's Supplier Aggregation Service Rate Schedule, \_\_\_\_\_, ("Choice Supplier"), understands and agrees that it must acquire adequate firm supplies under contract to meet its Supplier Choice Delivery Service Rider ("SCDS") customers' aggregate firm daily and firm annual demand requirements. Choice Supplier understands that a failure to comply with the preceding will result in Choice Supplier being deemed in default status under the SAS Agreement, and may result in penalties being assessed pursuant to the SAS Agreement.

I, \_\_\_\_\_, being first duly sworn, depose and say that I am \_\_\_\_\_ (insert title) for \_\_\_\_\_ (company name), the above named Choice Supplier, that I have authority to enter into a binding agreement on behalf of Supplier, and that I have read this Affidavit, Rate Schedule SAS, and the SAS Agreement, and do hereby bind Choice Supplier to fulfilling the requirements set forth in the paragraph above.

\_\_\_\_\_  
Signature

**SUBSCRIBED AND SWORN** to this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

County of Residence:

\_\_\_\_\_

## **Attachment B Supplier Aggregation Service Agreement**

### **Operational Parameters and Allocation of Capacity and Resources**

#### **Determining the Peak Day:**

The allocation of upstream assets for each gas year of the Supplier Aggregation Service Agreement (“SAS Agreement”) and every year thereafter will be based on the preceding gas year’s actual winter peak day. Peak day is defined as the day that has the greatest combined system send out, inclusive of sales and transport. For purposes of the Choice Program, “Peak Day” will be determined between December 1<sup>st</sup> of the previous year and January 31<sup>st</sup> of the current year, to be used for asset allocations beginning April 1<sup>st</sup> of that same year.

#### **Determining Pool Percentages:**

Each Choice Supplier’s pool percentage is determined by taking the current existing customers’ peak day usage in the Choice Supplier’s Zone A, B, and E, pools respectively, and calculating the percent of usage to NIPSCO’s peak day. These percentages are used to calculate the Choice Suppliers’ “Slice of the System.” On-system and off-system assets are allocated as described below:

- Choice Supplier’s Zone A pool % of Zone A peak will be used to allocate transportation and storage assets in Zone A.
- Choice Supplier’s Zone A pool % of Total System will be used to allocate on- system assets.
- Choice Supplier’s Zone B pool % of Zone B peak will be used to allocate transportation and storage assets in Zone B
- Choice Supplier’s Zone B pool % of Total System will be used to allocate on- system assets.
- Choice Supplier’s Zone E pool % of Zone E peak will be used to allocate transportation assets in Zone E.
- Choice Supplier’s Zone E pool % of Total System will be used to allocate on- system assets.

#### **On-system Asset Allocation**

Each Choice Supplier will be assigned an on-system bank capacity in each Zone A, Zone B, and Zone E at no additional cost.

On-system bank asset equals:

Maximum Storage Quantity (MSQ) = 4,000,000 DTH  
Maximum Daily Injection Quantity (MDIQ) = 60,000 DTH  
Maximum Daily Withdrawal Quantity (MDWQ) = 72,000 DTH



Each Choice Supplier’s on-system MSQ, MDIQ, and MDWQ will be determined by multiplying the Choice Supplier’s zonal percentage of the total system times the total on-system MSQ, MDIQ, and MDWQ.

Choice Suppliers shall have the right to nominate gas into and out of the bank in each zone on a day ahead basis as follows:

<b>Period</b>	<b>% of MDWQ</b>	<b>% of MDIQ</b>
November 1 – November 30	50%	100%
December 1 – February 28	100%	25%
March 1 – March 31	75%	25%
April 1 – April 30	50%	50%
May 1 – June 30	10%	50%
July 1 – July 31	10%	75%
August 1 – September 30	10%	100%
October 1 – October 31	50%	100%

- Inventory Transfers for NIPSCO’s on-system bank will be required if:
  - a Choice Supplier’s physical inventory exceeds their contractual storage capacity, or
  - a Choice Supplier’s physical inventory does not meet the minimum storage requirement set by NIPSCO as illustrated in the table below.

<b>COB Date</b>	<b>Min. Storage Level</b>	<b>As Reported in EAO</b>
October 31st	95% of MSQ	November 1st
December 31st	50% of MSQ	January 1st
March 31st	0% of MSQ	April 1st
July 31st	50% of MSQ	August 1st

- On-system bank inventory transfer options:
  - NIPSCO
  - Any Choice Supplier
  - Non Choice Suppliers/Other Third Parties are not eligible to participate

If a Choice Supplier has excess on-system storage bank inventory due to a reallocation of assets, the Choice Supplier can choose to sell to another Choice Supplier participating in NIPSCO’s SAS Rate Schedule or to NIPSCO. NIPSCO is willing to purchase any excess on-system storage bank inventory that is caused by a reallocation of assets. Choice Suppliers will not be able to transfer inventory between zonal banks.

Pricing of subsequent on-system bank inventory transfers, in and out, between NIPSCO and the Choice Supplier as a result of changes in pool percentages is as follows:

For Zone A:

- Transfers from the Choice Supplier to NIPSCO will be priced at the lesser of :
  - The lowest “Gas Daily” daily Chicago City Gate price or
  - FOM Chicago City Gate price for the month of the transfer
- Transfer from NIPSCO to the Choice Supplier will be priced at the greater of :
  - The highest “Gas Daily” daily Chicago City Gate price or
  - FOM Chicago City Gate price for the month of the transfer

For Zones B and E:

- Transfers from the Choice Supplier to NIPSCO will be priced at the lesser of :
  - The lowest “Gas Daily” daily Michcon price or
  - FOM Michcon price for the month of the transfer
- Transfer from NIPSCO to the Choice Supplier will be priced at the greater of :
  - The highest “Gas Daily” daily Michcon price or
  - FOM Michcon City Gate price for the month of the transfer

Inventory shortages not caused by reallocation of assets will result in penalties. If a Choice Supplier’s on-system bank inventory is less than the designated minimum percentage on the designated date, the Choice Supplier **MUST** purchase each dekatherm (“DTH”) of inventory below the required amount from NIPSCO to bring the Choice Supplier up to the minimum inventory level. The transfer will be priced at the greater of \$30.00 per DTH or the “Gas Daily” daily Chicago City Gate price plus \$.05 per DTH the first trading day after the Choice Supplier inventory report is due to NIPSCO.

Choice Suppliers will also be allocated zone to zone transfer capability that allows a Choice Supplier to move supply between transportation zones. The zone to zone transfer combinations and capacities are listed below:

Zone A to/from Zone B = 40,000DTH  
Zone A to/from Zone E = 2,000 DTH  
Zone B to/from Zone E = 4,000DTH

Each Choice Supplier’s zonal transfer capacity will be determined by multiplying the Choice Supplier’s combined zonal percentage times the total zone transfer capability.

**Off-system Asset Allocation**

Initial off-system asset allocations will be effective April 1<sup>st</sup> thru October 31<sup>st</sup> with reallocation on November 1<sup>st</sup> thru March 31<sup>st</sup> of each year. Off-system asset allocations will be reassessed on a monthly basis and only reallocated more frequently than above if the entire program changes its peak day volume by plus or minus 10%. If any one Choice Supplier changes its peak day volume by plus or minus 15%, NIPSCO will reallocate capacity for that Choice Supplier only.

Where field storage facilities do not allow capacity to be released, but do allow capacity assignments, NIPSCO will assign those assets on a seasonal basis, and more frequently if the need arises and the field storage providers agree.

### **Mitigation Service**

In lieu of taking an assignment or allocation of assets, prior to the beginning of each gas year and no later than February 28<sup>th</sup> of each year, a Choice Supplier can choose to pay its proportional share of NIPSCO's contracted costs for those assets as a throughput fee, and not take the asset allocation or assignment. If a Choice Supplier chooses not to take its asset assignment and chooses instead to pay the cost of the assets (Upstream Asset Mitigation Service "UAMS"), the Choice Supplier also agrees to forfeit any and all rights to the assets for the election year. This pertains to the up-stream assets assignment only and not the on-system banking service or the zone to zone transfers which will still remain available. If the Choice Supplier went on a large customer recruiting campaign and gained market share, the Choice Supplier would still be ineligible to request reinstatement of their assets for the election year, although the cost for the UAMS could be revised semi-annually with the asset allocation revisions. Election of the UAMS is available on a zonal basis.

NIPSCO will separate the mitigated capacity from its system supply capacity and record in a special account all Choice Supplier mitigated capacity. If the mitigated capacity is not needed by NIPSCO for system supply requirements, it will be released to the marketplace similar to unused capacity and all proceeds will be shared 85% to customers and 15% to NIPSCO. In order to maintain parity with the Choice Supplier capacity costs, the customer's share will be placed in a special account and be designated for low-income assistance / weatherization programs.

### **Forecasting Options / Imbalances / Reconciliation**

- Option 1—Company Nomination Option: This process determines a Choice Supplier's daily pool forecast by calculating the Choice Supplier's "pool sales factor." NIPSCO calculates the allocated usage of the current customers in the Choice Supplier's pool based on the previous year's metered usage. This usage is divided by the prior year's total system general sales usage (excluding the 8 largest users and natural gas used by utility owned generation plants for that same metered period) which results in the Choice Supplier's "pool sales factor." NIPSCO runs a total system load forecast for general sales usage (excluding the 8 largest users and natural gas used by utility owned generation plants) each day taking into account weather and type of day (weekend, holiday, etc.) This daily total system is multiplied by the "pool sales factor" to determine each individual Choice Supplier's pool nominations.

When the Choice Supplier meets the NIPSCO created nomination schedule, the reconciliation will not be subject to the Daily Imbalance Cash Out Provision ("DICOP"). The total imbalance (the difference between the nominated quantity and the usage) for the month, after any trades with other Option 1 Choice Suppliers, will be cashed-out at: the average for the month of the daily price posted in "Gas Daily" daily

Chicago City Gate Midpoint Price for Zone A, and the average for the month of the daily price posted in “Gas Daily” daily MichCon City-gate Midpoint Price for Customers in Zone B or Zone E.

- Option 2—Formula Option: Choice Suppliers electing Option 2 will determine their daily nomination quantity based on a forecasting algorithm provided by NIPSCO. The Choice Supplier may then take that formula and apply it to its own weather forecast to determine its daily pool nominations. NIPSCO will calculate a daily nomination using the actual temperature and the forecasting algorithm. The resulting daily variance will be subject to the DICOP as specified in the SAS Rate Schedule. Choice Suppliers electing this option will have the ability to trade this daily imbalance with other Choice Suppliers electing the same option and have the net imbalance be subject to the DICOP. Trading must be completed within 3 business days. Choice Suppliers electing this option will also be subject to monthly imbalance reconciliation. The monthly imbalance will be calculated by comparing NIPSCO’s daily actual after the fact demand calculations to the adjusted nominations. The total imbalance, the difference between the nominated quantity and the usage for the month, after any trades with other Choice Suppliers electing Option 2, will be cashed-out at the average for the month of the daily price posted in “Gas Daily” daily Chicago City Gate Midpoint Price for Zone A, and the average for the month of the daily price posted in “Gas Daily” daily MichCon City- gate Midpoint Price for Customers in Zone B or Zone E.
- Option 3—Choice Supplier Nomination Option: Choice Suppliers electing Option 3 will determine their own daily nomination quantity. Choice Suppliers will not be subject to a daily imbalance reconciliation but will be subject to the monthly imbalance reconciliation process. NIPSCO will calculate the monthly imbalance reconciliation. Trades must be completed within 3 business days of date of published imbalance. Any daily imbalances after trades and monthly reconciliation will be subject to DICOP. Choice Suppliers electing this option will have the ability to trade this daily imbalance with other Choice Suppliers electing the same option and have the net imbalance be subject to DICOP.

In the event a Choice Supplier elects Option 3, NIPSCO will continue to provide the same individual Choice Supplier’s daily pool nominations as provided under Options 1 and 2 on an informational basis.

- Option 4 – Base Load Option: This process determines a Choice Supplier’s daily pool forecast by calculating the Choice Supplier’s “pool sales factor.” NIPSCO calculates the allocated usage of the current customers in the Choice Supplier’s pool based on the previous year’s metered usage. This usage is divided by the prior year’s total system general sales usage (excluding the 8 largest users and natural gas used by utility owned generation plants for that same metered period) which results in the Choice Supplier’s “pool sales factor.” NIPSCO runs a total system load forecast for general sales usage (excluding the 8 largest users and natural gas used by utility owned generation plants) on or about the 20<sup>th</sup> day of the month preceding flow for each day, taking into account normal weather and type of day (weekend, holiday, etc.) These daily total system estimates are multiplied by the “pool sales factor” to determine each individual Choice

Supplier's daily pool estimate. These estimates are averaged to find the average daily pool quantity. The averages are adjusted by maximum allowable pool quantity to find Choice Supplier's base load nomination.

When the Choice Supplier meets the NIPSCO created nomination schedule, the reconciliation will not be subject to the DICOP. The total imbalance for the month, the difference between the nominated quantity and the usage after any trades with other Option 4 Choice Suppliers, will be cashed-out at the average for the month of the daily price posted in "Gas Daily" daily Chicago City Gate Midpoint Price for Zone A, and the average for the month of the daily price posted in "Gas Daily" daily MichCon City- gate Midpoint Price for Customers in Zone B or Zone E.

Any Choice Supplier electing Option 4 will not be allocated any on system storage or transfer rights and must also elect the mitigation service.

Option 4 results in the same total cost allocation as made internally to the PPS/DependaBill services.

If on any day NIPSCO plans to use Liquefied Natural Gas ("LNG") for the following day, and notifies the Choice Suppliers by 9:00 AM CST the day prior to flow of the volume it intends to gasify, the Choice Supplier will be assigned its portion of the LNG based upon the Choice Supplier Percentage times the volume planned to be gasified. The Choice Suppliers will be charged for the commodity at NIPSCO's monthly storage withdrawal WACOG. This allocated LNG supply will reduce the amount of supply each Choice Supplier must bring in to meet its target supply quantity, and will be the first gas through the meter. All Choice Suppliers' will be notified that LNG will be used and will need to account for the use of LNG in their nominations.

## **Imbalance Trading**

The SAS Rate Schedule allows for imbalance trading between Choice Suppliers. There are two types of imbalances that can be traded:

- Daily Imbalance Cash Out Provision (DICOP) – the difference between the requested delivery and the confirmed delivered quantity nominated by the Choice Supplier; and
- Month-End Reconciliation – the difference between NIPSCO's requested delivery and the actual usage by the customers in the Choice Supplier's pool.

Imbalance trading guidelines are as follows:

- Imbalance can only be traded between Choice Suppliers and does not include trading with other Suppliers transporting on the NIPSCO system.
- Imbalances can only be traded between Choice Suppliers that have the same forecasting option
- Choice Suppliers can only trade imbalances within the same zone.
- Choice Suppliers cannot trade zonal imbalances with themselves
- All imbalance trades must bring the Choice Supplier closer to zero, without going through zero.
- There is a \$10.00 fee for each imbalance transaction that will be charged to each Choice Supplier.
- Remaining imbalances will be cashed out monthly or annually.

### **Pipeline Information:**

- Pipeline Operating Flow Orders – The pipelines may issue must flow orders that pipeline shippers are obligated to follow. These can be found posted on the pipelines’ websites.
- On-system Operational Must-Flow Orders – NIPSCO from time to time may issue flow orders requiring volumes be delivered on specific pipelines. Penalties may be assessed if the On-system Operational Must-Flow Orders are not followed
- NIPSCO may declare a Critical Day.
- NIPSCO’s system reliability notices will be posted on Energy Access Online.

### **Annual Elections:**

Each year, Choice Suppliers will make the following annual elections that will be effective the following April 1<sup>st</sup> thru March 31<sup>st</sup> of the next year:

- Choosing Capacity Assignment or Mitigation Service by Zone
- Choosing a Forecasting Option
- Choosing a Cash-out Option

NIPSCO will send out the annual election letter to be filled out and signed by the Choice Supplier, and returned to NIPSCO on or before February 28<sup>th</sup>.

If a new Choice Supplier is approved for the Choice Program after the annual February 28<sup>th</sup> election deadline, that Choice Supplier’s annual elections will be defaulted to following options until the next election period:

- Asset Allocation = Upstream Asset Mitigation Service (“UMAS”)
- Forecasting Option = Option 1 Company Nomination Option
- Cash-out Option = Monthly Cash-out

The Operational Parameters specified herein may be supplemented through collaborative efforts by the parties with more detailed guidelines adding such specificity to the operational aspects of participation in the SAS Rate Schedule as may be mutually acceptable to the parties, and such guidelines may be developed subsequent to Commission approval provided

that the guidelines are consistent with these Operational Parameters and do not add requirements or alter the standards or obligations or procedures specified herein.

**Attachment C  
Supplier Aggregation Service**

**Agreement Eligible Nominating Meters**

Zone	Pipeline	Nominating Meter
A - Northwest	ANR Pipeline	4375 - Michigan City 138744 – Crown Point
	Crossroads Pipeline	736903 - Griffith
	NGPL	909260 – NIPSCO CDP
	Northern Border	115 – North Hayden
	Trunkline	TRKNI - NIPSCO
	Vector Pipeline	CP151FW001AF – Crown Point
B – Southeast	ANR Pipeline	40184- Fort Wayne
	Panhandle Eastern	NIPS - NIPSCO
E – East	Crossroads Pipeline	736908 - Butler



**Attachment D  
Supplier Aggregation Service**

**Agreement Supplier Selection Form**

The following information shall be included in any supply purchase agreement or any written enrollment authorization:

- Customer Name
- Customer Account number
- Customer Meter number
- Contract pricing terms
- Contract billing and payment terms
- Contract re-enrollment terms
- Cancellation terms, including fees for early termination
- Approximate Contract start and end dates
- Confirmation of Customer's understanding of receiving gas supply from the specific third-party supplier as a consequence of the supply purchase agreement
- Confirmation of Customer's understanding that the supplier is entitled to obtain Customer's gas usage data for the last 0, 12 or 36 months, as available to the Company.
- Except as provided for in Section 9(c)(i) of the SAS Agreement with respect to commercial customers, a Statement of the Customer's right to cancel within 5 business days of receipt of the terms and conditions of the supply purchase agreement.
- Confirmation of Customer's understanding that his/her eligibility to participate in NIPSCO's Supplier Aggregation Service ("SAS Rate Schedule") is subject to confirmation that he/she has good credit standing with NIPSCO, which, for the purposes of this program, shall be defined as an account that is not in arrears more than 30 days.
- Confirmation of Customer's understanding that he/she can return to NIPSCO's Sales Service in the event supplier terminates Customer's supply purchase agreement and that Customer can return to NIPSCO Sales Service, or change suppliers, at any time during the term of the supply purchase agreement subject to the terms and conditions of such agreement.

**Attachment E**  
**Supplier Aggregation Service**  
**Agreement SUPPLIER CODE OF**  
**CONDUCT**

**1. Enrollment Rules – General**

The following rules apply to any enrollment activity engaged in by representatives of any Choice Supplier (“Choice Supplier Representative”), regardless of the medium of contact with Customers:

Choice Supplier Representative must state his/her name, the Choice Supplier company name and offer to provide Choice Supplier company identification information.

Choice Supplier Representative must at all times conduct himself/herself in a polite, respectful, and professional manner.

Choice Supplier Representative must clearly and precisely state the reason for the contact with the Customer (all Choice Supplier Representatives should assume the Customer has no or limited knowledge of the NIPSCO Choice program and should take the appropriate time to explain the reason for the contact).

Choice Supplier Representative must state that the Choice Supplier is an authorized supplier participating in the NIPSCO Choice program.

Choice Supplier Representative must state that neither the Choice Supplier Representative nor Choice Supplier is affiliated with NIPSCO.

**2. Telephonic Enrollment.**

Enrollment of Customers via telephonic solicitation is permitted consistent with the provisions of Section 9 of the Supplier Aggregation Service Agreement (the “SAS Agreement”).

For purposes of this Supplier Code of Conduct, “outbound calling” shall be defined as solicitation of residential Customers by telephone, initiated by the Choice Supplier or the Choice Supplier’s agent. Outbound calling to residential Customers shall only be permitted during the following local hours: Monday - Friday 9:00 a.m. to 8:00 p.m., Saturday 9:00 a.m. to 5:00 p.m., and Sunday 12:00 p.m. to 5:00 p.m. These time restrictions are intended to reasonably limit the times during which telephone solicitations may be conducted such that the Choice Supplier may effectively utilize telephonic solicitation to reach Customers without excessively impacting Customers’ privacy expectations/desires.

Five or more discrete, unrelated and independent violations within any twelve-month period by a Choice Supplier of the time periods established for outbound calling to

solicit residential Customers will be considered a fraudulent and deceptive practice and subject that Choice Supplier to penalties. Telephone solicitation of commercial Customers is permissible.

Voice recordings for verification purposes shall be made for all telephonic enrollment calls, and shall include the Customer's statement (or affirmation) of all of the following: his/her name; Customer account number and meter number; and the Customer's affirmative acceptance of, at a minimum, the information specified in Attachment D to the SAS Agreement. Where no customer enrollment form is available, such Voice Recordings shall be retained by Choice Supplier for the life of the contract with the Customer.

Choice Supplier may not employ any service or device that blocks the outgoing caller identification information for circuits used by Choice Supplier for marketing calls made pursuant to this Supplier Code of Conduct.

**3. E-mail/Internet Enrollment.**

Enrollment of Customers via E-mail or Internet is permitted consistent with the provisions of Section 9 of the SAS Agreement.

**4. Door-to-Door Enrollment.**

Enrollment of Customers via door-to-door solicitation is permitted consistent with the provisions of Section 9 of the SAS Agreement.

a. Choice Supplier Representative Apparel:

A shirt that properly and prominently displays Choice Supplier's company name and logo. If in colder weather, a jacket/coat or a vest over clothing that properly and prominently displays Choice Supplier's company name and logo.

Must be neat in appearance.

No cap/hat unless Choice Supplier's company name and logo is visible on the front of the cap/hat, and the cap/hat is worn with the logo facing forward.

Choice Supplier Representative must wear and prominently display a Choice Supplier company photo ID with employee name and employee ID number. This must be clearly visible to the Customer at all times. The Choice Supplier company logo must be displayed on the front of the ID.

Introduction:

1. Choice Supplier Representative must state his/her name, the company name and show ID.

Any individual representing the Choice Supplier in conducting door-to-door enrollment shall prominently display identification that, at a minimum, identifies such individual by name and identifies the Choice Supplier on whose behalf he/she is representing.

Choice Supplier Representative must clearly and precisely state the reason for the visit (all Choice Supplier Representatives should assume the Customer has no or limited knowledge of the NIPSCO Choice program and should take the appropriate time to explain the reason for the visit).

Choice Supplier Representative must state that he/she is an authorized Choice Supplier participating in the NIPSCO Choice program.

Choice Supplier Representative must state that they are not affiliated with NIPSCO.

Leave behinds:

1. Choice Supplier Representative must offer the Customer a business card and/or a flyer that lists the Choice Supplier's company name, representative's name, employee ID number, Choice Supplier's website address and toll free number. An attempt must be made to leave behind this information whether an enrollment takes place or not.

If a brochure is made available to the Customer, it must include the Choice supplier's company name, phone number, website address, and a brief description of the Choice Supplier and its product offering.

Confirmations of door-to-door enrollments:

1. If the Customer elects to enroll with the Choice Supplier, the Choice Supplier must secure the Customer's confirmation of its desire to enroll via

In person - Customer's signature on a written Enrollment Acknowledgment Form ("EAF"), separate from a supply agreement; or

By Telephone

Contract Requirements:

1. The contract or EAF, if a copy of the EAF is left with the Customer, must have an area where the Customer acknowledges, by initialing in the designated area, that the Choice Supplier Representative was properly and clearly identified as the Choice Supplier representative. Please note that the Customer must also acknowledge during the third party verification that it understands that the Choice Supplier is not affiliated

with NIPSCO.

The contract or EAF, if a copy of the EAF is left with the Customer, must have an area where the Customer acknowledges, by initialing in the designated area, that it is aware of the contract re-enrollment terms and penalties for early contract cancelation.

#### Solicitation Hours:

Solicitation to residential Customers shall only be permitted during the following local hours: Monday - Friday 9:00 a.m. to 8:00 p.m., Saturday 9:00 a.m. to 5:00 p.m., and Sunday 12:00 p.m. to 5:00 p.m. If in any case Local and/or State law provides for a tighter time frame for solicitation, that law will supersede the NIPSCO Choice Solicitation Hours. All times apply to the time zone in which the residential Customer resides.

#### General Rules:

1. Never argue with the Customer.

Leading the Customer to believe that the Choice Supplier Representative represents NIPSCO is considered a direct violation of this Supplier Code of Conduct, and can result in termination of the Choice Supplier's participation in the NIPSCO Choice program.

It is the responsibility of the Choice Supplier to obtain all necessary solicitation permits required by law and/or local ordinances.

No more than two (2) people are allowed to solicit door-to-door together at one time. It is not permissible to solicit door-to-door with people that are not employees of the Choice Supplier, its agent(s) and/or contractor(s).

Choice Supplier shall provide NIPSCO a list of the areas in which it intends to employ door-to-door marketing on a monthly basis pursuant to Section 11.b. of the SAS Agreement. The Choice Supplier shall update the list during each month, as necessary, prior to entering any new area or upon exiting an area on that list.

Choice Supplier shall document its door-to-door marketing activities and shall be responsible for the maintenance of written and / or electronic records for a period of twelve (12) months after such marketing activities occur. Choice Supplier may utilize records kept by third party representatives to fulfill this requirement in whole or in part. Such records shall be kept in a manner sufficient to aid in cooperation with NIPSCO to resolve customer complaints or to satisfy inquiries regarding door-to-door marketing activities. Such documentation shall include, but is not limited to, the dates and locations canvassed by sales representatives. Such documentation shall be available for review by Company, the Indiana Utility Regulatory Commission ("IURC"), or the

Indiana Office of Utility Consumer Counselor ("OUCC") upon request subject to reasonable protections for confidential information and subject to IURC Rules.

The rules listed above are in no way meant to reduce the requirements found in the SAS Agreement.

## **5. Fraudulent, Deceptive or Abusive Practices**

Fraudulent, deceptive or abusive practices by Supplier are prohibited.

"Fraudulent, deceptive or abusive practices" are the communication of any written, oral or electronic information regarding the Choice Supplier's services provided to Customers that can be reasonably interpreted to misrepresent or inaccurately suggest the nature, price, character or duration of those services or the identity, nature or character of the Choice Supplier. Such practices include but are not limited to, the following:

- a. Any practice that violates pertinent consumer protection safeguards promulgated by legislation or regulatory action.

A violation of the rules regarding outbound calling to solicit residential Customers as outlined in the SAS Agreement or violation of federal or state telemarketing or email/internet marketing rules.

Failure to deliver to a Customer the product the Choice Supplier is selling and has agreed to provide to a particular Customer, except to the extent that the Choice Supplier fails to provide the product in accordance with contract, law, regulation or other authority provided by NIPSCO or governmental authority.

Engaging in marketing activities that are prohibited by this Supplier Code of Conduct.

Willfully contacting Customers, via outbound calling, more than once in a single day, on any two consecutive days, or more than twice in a single calendar month, when Customer has rejected the same offer to enroll with the Choice Supplier during the initial contact.

Claiming any commercially uneconomic transaction or unanticipated gas prices constitutes a "force majeure" condition or similar condition beyond the Choice Supplier's control which excuses Choice Supplier's obligations to provide the Customer with contracted for gas volumes. The Choice Supplier agrees that any provision in the Choice Supplier's supply agreement with the Customer in violation of this paragraph shall not be enforced under any circumstance.

## **6. Customer Complaints Received by Company.**

All Customer complaints concerning Choice Supplier received by NIPSCO will be addressed consistent with the provisions of Section 13 of the SAS Agreement.

Choice Supplier agrees that if, as a result of a Customer initiated complaint and after exhaustion of the administrative remedies, any Customer is ultimately determined to have been defrauded or deceived by Choice Supplier, Customer may, at the Customer's election, either (a) continue as a Customer of the Choice Supplier under the terms and conditions of Choice Supplier's supply agreement or (b) terminate the Customer's supply agreement with Choice Supplier without penalty, and in cases where payments made to Choice Supplier exceed payments that Customer otherwise would have paid to NIPSCO as a gas cost adjustment Customer, receive restitution equal to such difference from the Choice Supplier.

## **7. Customer Complaints Received by IURC or OUCC.**

Customer Complaints concerning Choice Supplier received by the IURC and referred to NIPSCO shall be handled in accordance with the IURC's Rules.

Customer Complaints concerning Choice Supplier received by the OUCC and referred to NIPSCO shall be handled in accordance with Section 13 of the SAS Agreement.

**Attachment F**  
**Supplier Aggregation Service Agreement**

**Creditworthiness Standards**

As a condition of eligibility for participating as a qualified supplier in Northern Indiana Public Service Company LLC's ("NIPSCO") Supplier Aggregation Service ("Rate Schedule SAS") and to receive service under the Supplier Aggregation Service Agreement, Choice Supplier agrees to provide, upon request, the following information for purposes of establishing financial qualifications:

- a. Dun and Bradstreet credit report
- b. Most recent complete annual audited financial statements and un-audited quarterly financial statement
- c. Credit and/or Business reference contacts
- d. Exact legal name

Return all required information and a check to cover the fees incurred by NIPSCO for the necessary credit evaluation to:

NIPSCO  
Attn: Transportation Support  
Services 290 W. Nationwide Blvd  
Columbus, Ohio 43215  
transportevaluations@nisource.com

The credit evaluation will be based upon credit factors including, but not limited to previous Customer history, Dun & Bradstreet financial and credit ratings scores, and financial information. NIPSCO shall have the sole discretion to determine credit worthiness based on the above criteria.

Choice Suppliers not meeting acceptable credit levels will be required to provide collateral, in addition to the collateral specified in the "Supplier Performance Requirements" section of Rate Schedule SAS, in the form of a letter of credit, cash deposit and/or parent guarantee in a form acceptable to NIPSCO. Such additional collateral, if required, must be provided to NIPSCO prior to the commencement of service under Rate Schedule SAS.

NIPSCO reserves the right to conduct from time to time in its discretion credit evaluations during the course of its Rate Schedule SAS when information has been received that indicates the creditworthiness of a Choice Supplier has deteriorated or that the Choice Supplier's program is exceeding the currently approved credit level. Such evaluation will be a basis for adjusting the form and amount of collateral as determined by NIPSCO in its reasonable discretion.



**Attachment G  
Supplier Aggregation Service Agreement**

**Supplier Charges**

**1. Administrative Charge:**

\$0.75 per meter per month for each Customer receiving service under Rate Schedule 411 or 415.

\$1.50 per meter per month for each Customer receiving service under Rate Schedule 421 or 425.

Minimum administrative charge is \$500.00 per month.

**2. Other Charges:**

Imbalance Cash-out Charges per Rate Schedule SAS.

**Attachment H  
Supplier Aggregation Service Agreement**

**Option Election**

Choice Supplier elects to receive the following billing services, for a minimum of 12 months from the Company as part of its Supplier Aggregation Service Agreement:

**Forecasting Options (Place an “X” in the blank space next to the applicable paragraph below):**

<input type="checkbox"/>	Option 1 – Company Option
<input type="checkbox"/>	Option 2 – Formula Option
<input type="checkbox"/>	Option 3 – Aggregator Option
<input type="checkbox"/>	Option 4 – Baseload Option

**Taxes:**

Taxes applicable to the sale of gas to Customers aggregated under NIPSCO’s Supplier Aggregation Service Rate Schedule and the Supplier Aggregation Service Agreement (“SAS Agreement”) shall be included within the gas supply charges billed on behalf of Choice Supplier.

Choice Supplier accepts exclusive responsibility for all sales, and other taxes that apply and are due on the sale of natural gas to any Customer aggregated under Choice Supplier’s SAS Agreement. Choice Supplier shall timely file all required tax reports with the State of Indiana. Choice Supplier agrees to indemnify the Company from any and all taxes and any penalties and interest thereon, resulting from the failure of Choice Supplier to satisfy its tax obligations related to the sale of gas.

Accepted by:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Choice Supplier’s  
Authorized  
Representative

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Company’s Authorized  
Representative Kylia Davis  
Manager Choice &  
Transportation Support Services

**Attachment I**  
**Supplier Aggregation Service Agreement**

**ACCOUNTS RECEIVABLE PURCHASE AGREEMENT**

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, (“Agreement”) by and between \_\_\_\_\_, located at \_\_\_\_\_, (“Choice Supplier”) and Northern Indiana Public Service Company LLC, 290 W Nationwide Blvd., Columbus, Ohio 43215 (“Company”).

**WHEREAS**, the Company has instituted a service regulated by the Indiana Utility Regulatory Commission (“Commission”) in which it offers gas transportation service to residential and small commercial Customers of the Company under its Supplier Aggregation Service (“SAS”) Rate Schedule (“Rate Schedule SAS” or “NIPSCO Choice program”);

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

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

**WHEREAS**, the Choice Supplier is participating in the NIPSCO Choice program, and the Choice Supplier desires to sell and assign to the Company its accounts receivable and the Company has agreed to purchase the Choice Supplier’s accounts receivable in accordance with the terms and conditions hereof;

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

1. Definitions. The following capitalized terms will have the following meanings when used in this Agreement:
  - a. “Accounts Receivable” means the indebtedness and other obligations of any Customer to pay for natural gas provided by Choice Supplier under the Company’s Choice program and delivered on the Company’s distribution system, whether billed or unbilled, including the applicable sales tax but does not include any Company distribution charges.
  - b. “Collections” means, with respect to any Account Receivable, all cash collections and other cash proceeds of such Account Receivable, including, without limitation, all cash proceeds of Related Security with respect to such Receivable.

- c. “Customer” means the Company’s Customers who are both participating in the NIPSCO Choice program and who are being provided natural gas by the Choice Supplier under a Qualified End User Contract. Under no circumstances will the term “Customer” include the Company’s Customers who are not participating in the NIPSCO Choice program or who are not being provided natural gas by the Choice Supplier under a Qualified End User Contract.
  - d. “Customer Base” means the entire group of Customers for which the Choice Supplier is providing natural gas.
  - e. “Qualified End User Contract” means a contract between Choice Supplier and a Customer under the Supplier Aggregation Service Agreement (“SAS Agreement”) that complies with all provisions of the SAS Agreement and that also contains the following provisions: (1) a provision that states that if the Customer receives an arrears notice and does not pay the arrearage balance prior to the Customer’s next cycle billing date, then effective as of that next billing date, the Customer will be removed from the NIPSCO Choice program and returned to bundled utility service; and (2) a provision that imposes a late payment fee for any past due amount equal to 10% of the first \$3 of any unpaid balance outstanding at the next billing date, plus 3% of any unpaid balance in excess of \$3 outstanding at the next billing date.
  - f. “Related Security” means with respect to any Receivable:
    - (i) all security interests or liens and property subject thereto, if any, from time to time purporting to secure payment of such Account Receivable, together with all financing statements authorized by a Customer describing any collateral securing such Receivable;
    - (ii) all guaranties, insurance and other agreements or arrangements of whatever character, if any, from time to time supporting or securing payment of such Account Receivable;
    - (iii) all of Choice Supplier’s right, title and interest in and to all invoices or other agreements or documents, if any, that evidence, secure or otherwise relate to such Account Receivable.
  - g. “SAS Agreement” means any and all agreements between the Choice Supplier and the Company and/or all applicable tariffs of the Company as approved by the Commission, which govern the relationship between the Choice Supplier and the Company. The SAS Agreement is hereby incorporated by reference and made part of this Agreement.
2. Purchases. Under this Agreement, the Company agrees to purchase from the Choice Supplier, and the Choice Supplier agrees to sell and assign to the Company, the Choice

Supplier's Accounts Receivable arising from gas commodity sales to its Customers in accordance with the terms and conditions of this Agreement including the following requirements:

- a. The Company shall make purchases on a daily basis beginning on the commencement date of this Agreement (see Paragraph 3, below) and shall make purchases daily through the remainder of the term of this Agreement. Although the price for each Account Receivable coming into existence after the date hereof shall be owed by the Company to the Choice Supplier on the date such Account Receivable comes into existence, final settlement of the price between the Company and the Choice Supplier shall be effected on a monthly basis as provided in Paragraph 5 with respect to all Receivables coming into existence during the most recently completed billing cycle for each particular Customer. For illustration purposes only, if a Customer's billing cycle is the fifteenth (15<sup>th</sup>) day of Month One to the fifteenth (15<sup>th</sup>) day of Month Two, in Month Two, the Company shall pay for those Customer's Accounts Receivable that are billed in Month Two.
  - b. Irrespective of Paragraph a. above, in no case shall the Company purchase the Accounts Receivable for any Customer's indebtedness incurred prior to that Customer's enrollment with the Choice Supplier. Under no circumstance shall the Company purchase the Accounts Receivable for any Customer or Customers who did not participate in the NIPSCO Choice program for the month being purchased.
  - c. Choice Supplier warrants that it has good title to all Accounts Receivable delivered to Company hereunder, and that such Accounts Receivable will be free and clear of all liens, encumbrances, and claims whatsoever, and that it will indemnify Company, and save it harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of a breach of such warranty.
  - d. Although it is not the intent of this Agreement to interfere with or otherwise compromise the confidential nature of any information possessed by Choice Supplier, Choice Supplier hereby agrees to provide access at reasonable times and in a reasonable manner to all books, records and other information (including, without limitation data contained in computer programs, tapes, discs, punch cards, data processing software and related property and rights) relating to such Accounts Receivable and only to the extent necessary in the event Company possesses no other reasonably comparable information and therefore needs such access to collect such Accounts Receivable.
3. Term. The initial term of this Agreement shall commence upon the execution date of this Agreement. and continue in effect for the initial term of two (2) years and from month to month thereafter, unless terminated by either Party giving written notice of termination to the other party not less than sixty (60) days' prior to the expiration of the initial term or sixty (60) days prior to the effective date of termination of any renewal term, unless earlier terminated as provided herein or unless earlier terminated or modified by order of the IURC. If any person or entity challenges Company's right to purchase Accounts Receivable or retain amounts collected from

Customers as a result of Choice Supplier's sale and assignment of the Accounts Receivable under this Agreement, or if Choice Supplier is no longer licensed to supply natural gas in Indiana or eligible to supply service on the Company's system, the Company may, at its sole discretion, terminate any further obligation to purchase Accounts Receivable under this Agreement and Company, in any such instance, may upon written notice to Choice Supplier, require Choice Supplier to immediately repurchase, in whole or in part, uncollected Accounts Receivable previously purchased and paid for by the Company hereunder, for the same amount paid by the Company. Notwithstanding the foregoing, the remainder of this Agreement shall remain in full force and effect.

4. Price. The Company shall purchase the Choice Supplier's Accounts Receivable at a one percent (1%) discount of the total amount billed by the Choice Supplier to its total Customer Base for providing natural gas supplies to the Customer Base for that month. The Company shall calculate the amount due the Choice Supplier by first adding together all of the bills for natural gas sold to Customers in the Choice Supplier's Customer Base, and then multiplying that total amount (excluding sales tax and late payment charges) by ninety-nine percent (99%). This calculation methodology shall be effective for all Accounts Receivable purchases made during the initial term as well as all subsequent terms of this Agreement.
5. Payment. Beginning with Accounts Receivable purchased from the commencement of the term of this Agreement (see Paragraph 3, above), and continuing on a monthly basis for the remainder of the term, Choice Supplier directs the Company to make payment to it for the Accounts Receivable being purchased within twenty (20) days after the last unit billed in the final billing cycle of each month. Subject to the provisions of Paragraphs 3, 8, and 10, said monthly payment shall be made to the Choice Supplier by the Company regardless of whether any particular Customer or Customers in the Choice Supplier's Customer Base pays their bill(s).
6. Sales Tax Responsibility / Indemnification. The Choice Supplier, and not the Company, is fully responsible for collecting all Indiana sales taxes and is responsible for all tax deficiencies and audits regarding the Choice Supplier's sale of the natural gas commodity to the Customers. The Choice Supplier is also responsible for collecting and maintaining Indiana sales tax exemption certificates from the Customers. The Company is not obligated to collect sales tax on behalf of Choice Supplier. If the Choice Supplier requests the Company to provide as a service the collection of sales tax and remittance to the State of Indiana of sales taxes collected, the Company agrees to do so, the Choice Supplier is responsible for informing the Company as to which Customers are / are not required to pay the sales tax. In the event the Company does collect sales taxes on behalf of the Choice Supplier, this service may be discontinued by the Company at its sole discretion upon 15 days' notice by the Company to the Choice Supplier. To the fullest extent allowed by law, Choice Supplier shall defend, indemnify, and hold the Company harmless from any and all costs, claims, damages, fines, taxes and any penalties and interest thereon, relating in any way to: (i) the Company's reliance on information or directives provided by Choice Supplier to Company, or (ii) the Company's collection or remittance or failure to collect or remit sales taxes on Choice Supplier's behalf, or (iii) the failure of Choice Supplier to satisfy its tax obligations related to the sale of natural gas. The Company is only responsible for Indiana sales tax deficiencies and audits regarding the Company's charges directly related to its distribution of the natural gas

commodity to the Customer. The obligations of Choice Supplier to defend, indemnify and hold Company harmless shall survive the termination or expiration of this Agreement.

7. Late Payment Fees. The Company shall be entitled to collect and retain from the Customers any and all late payment fees specified in the Choice Supplier's Qualified End User Contract.
8. Adjustments. The Company reserves the right to adjust the Choice Supplier's account with regard to Accounts Receivables purchases for up to two (2) years after the original billing date for any individual Customer's bill at issue for accounting or billing errors, Customer billing disputes, or any other necessary or appropriate adjustment.
9. Additional Actions. Choice Supplier agrees to provide Company with any additional documents and take any additional steps that Company may request to perfect Company's interest in the Accounts Receivable being sold and assigned to Company pursuant to this Agreement, and Choice Supplier hereby authorizes the filing of UCC-1 financing statements to perfect the Company's interest.
10. Right of Set-Off. If the Choice Supplier owes the Company any sum under this Agreement or any other arrangement whatsoever, the Company shall have the rights of recoupment and set-off, with respect to any payments for Accounts Receivable purchased, as against all amounts owed to the Company by Choice Supplier exclusive of those related to the non-delivery of gas supply for Company Customers served by Choice Supplier in compliance with the NIPSCO Choice program. In calculating the payment due the Choice Supplier under this Agreement, said amounts owed by Choice Supplier to the Company shall be deducted from the amount to be paid to the Choice Supplier (see Paragraph 4).
11. Binding Agreement. This Agreement shall be binding upon the parties hereto, their heirs, executors, administrators, successors, and assigns.
12. Assignment. This Agreement may be assigned only with the prior written consent of the Company.
13. Notice and Payments. All notices to and payments to Choice Supplier which are provided for in this Agreement shall be duly delivered to the post office address as follows:

Choice Supplier

Choice Supplier's legal Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Contact Name: \_\_\_\_\_  
 Telephone Number: \_\_\_\_\_  
 Email Address: \_\_\_\_\_

14. Governing Law. This Agreement is entered into in and shall be construed in

accordance with the laws of the State of Indiana, without regard to its choice of law principles. The parties hereto agree that any and all actions, suits or claims with respect to this Agreement shall be brought in a state or federal court located in the State of Indiana or before the Commission, if appropriate. This Agreement shall not be interpreted either more or less favorably toward any Party by virtue of the fact that such Party or its counsel was responsible or principally responsible for the drafting of all or a portion hereof.

15. Amendment/Waiver. Provisions of this Agreement shall be changed, waived, discharged or terminated only by an instrument in writing signed by authorized representatives of all parties. Notwithstanding any other provision to the contrary, no waiver by a Party of any default of any of the obligations contained in this Agreement to be performed by another Party shall be construed as a waiver of any succeeding default or breach of the same, or any other obligation or condition.
16. Headings. All headings contained in this Agreement are for convenience only and shall not, in any way, affect the meaning of any provision hereof.
17. Counterparts. This Agreement may be executed or amended in one or more counterparts, each of which, when so executed and delivered, shall be deemed an original, but all of which together shall constitute one instrument.
18. Signatures. Facsimile signatures of the parties on this instrument and any amendment thereto, shall be legally binding.
19. Invalid or Unenforceable Provisions. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid such provision shall be deemed modified so as to be no longer invalid and, all of the remaining provisions of this Agreement shall remain in full force and effect.
20. Recitals. The recitals set forth in this Agreement are an integral part hereof and shall have the same contractual significance as any other language contained in this Agreement.
21. No Joint Venture. Nothing in this Agreement shall be deemed to constitute a joint venture, partnership, corporation or any other entity taxable as a corporation or otherwise.
22. True Sale. The Company and Choice Supplier have structured this Agreement with the intention that each purchase of Accounts Receivable hereunder be treated as a sale of such Accounts Receivable by Choice Supplier to the Company. In the event that, contrary to the mutual intent of the Company and Choice Supplier, any purchase of Accounts Receivable under the Accounts Receivable Purchase Agreement is not characterized as a sale, Choice Supplier shall, effective as of the date hereof, be deemed to have granted (and the Choice Supplier hereby does grant) to the Company a first priority security interest in all of Choice Supplier's right, title and interest in and to all Receivables, whether now owned and existing or hereafter acquired or arising, all Related Security and Collections with respect thereto and, to the extent not included in the foregoing, all proceeds of any and all of the foregoing. Choice Supplier acknowledges and agrees that the security interest granted herein attaches at the time of delivery of gas to the Customer.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement this day of.

Supplier Name:	_____	Northern Indiana Public Service Company LLC
Address:	_____ _____	290 W Nationwide Blvd Columbus, OH 43215
Signature:	_____	Signature: _____
Name:	_____	Name: <u>Kylia Davis</u>
Title:	_____	Title: <u>Manager Choice &amp; Transportation Support Services</u>
Date:	_____ _____	Date: _____

**Attachment J  
Supplier Aggregation Service Agreement**

**Notice and Correspondence**

Written notice and correspondence to the Company shall be addressed as follows:

Nomination and dispatch notices and related correspondence should be directed to:

**Scheduling & Accounting**

Telephone: 219-853-5613  
Email: [essschedulers@nisource.com](mailto:essschedulers@nisource.com)  
Mailing Address: 1500 165<sup>th</sup> Street - GOC  
Hammond, IN 46324

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

**Choice Program Management**

Telephone: 614-398-8622  
Email: [Choice@nisource.com](mailto:Choice@nisource.com)  
Attn: Choice Program Management  
Mailing Address: 290 W. Nationwide Blvd  
Columbus, OH 43215

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

Attn: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_

**Attachment K  
Supplier Aggregation Service Agreement**

**CONFIDENTIALITY AGREEMENT**

This CONFIDENTIALITY AGREEMENT (“Agreement”), dated as of this 1st day of APRIL, 2015, by and between \_\_\_\_\_, (“Choice Supplier”), with an address at \_\_\_\_\_, and Northern Indiana Public Service Company LLC (“NIPSCO” or “Company”), with an address of 290 W Nationwide Blvd, Columbus, Ohio 43215 (all of the foregoing referred to individually as “Party” or collectively as the “Parties”). For the purposes of this Agreement, when the term Party is used with respect to NIPSCO, it shall also include all subsidiaries and affiliates of NIPSCO.

**WITNESSETH:**

WHEREAS, the Parties intend to enter into confidential discussions and negotiations, and each Party intends to disclose certain confidential and proprietary information to the other Party in connection with considering entering into a contractual relationship and/or related to performing their respective obligations pursuant to a contractual relationship (collectively “Purpose”); and

WHEREAS, the Parties have entered into this Agreement to assure that all such information, documents, data, negotiations and discussions are kept confidential and are not disclosed or used other than as permitted under this Agreement; and

WHEREAS, for the purposes of this Agreement, the term “Representatives” means, with respect to a Party, the directors, officers, employees, agents, managers, partners, potential partners and members of such Party, the consultants, accountants, financial advisers, legal counsel and other professional advisers of such Party and the directors, officers, partners and employees of such advisers.

NOW, THEREFORE, in consideration of the mutual promises and covenants made herein, and with the intent to be legally bound hereby, the Parties agree as follows:

1. Confidential Information. The Term “Confidential Information” as used in this Agreement shall mean any and all information provided by or on behalf of a Party (in such case, the “Disclosing Party”) to or for the other Party (in such case, the “Receiving Party”) about, related to or concerning itself, its affiliates, their respective businesses or assets, or other documents relating to the Purpose except:

- (i) information which at the time of disclosure is publicly available, or information which later becomes publicly available through no act or omission in violation of this Agreement;

information which is, or has been, received by the Receiving Party on a non-confidential basis other than as a result of a disclosure thereof contemplated by this Agreement and was not received, to the knowledge of the Receiving Party, as a direct or indirect result of any disclosure thereof in violation of any obligation of any party not to disclose such information; or

- (ii) information which was independently developed by or for the Receiving Party without reference to or reliance upon information obtained, in whole or in part, directly or indirectly from the Disclosing Party.

2. Obligation of the Parties.

- (a) The Receiving Party agrees that the Confidential Information is to be considered confidential and proprietary to the Disclosing Party, and the Receiving Party shall keep the same confidential, shall not use Confidential Information contrary to this Agreement and shall not disclose such Confidential Information to any party except as permitted in this Agreement. Confidential Information shall not be used by the Receiving Party in the furtherance of its business interests with its other customers or clients and shall solely be used in connection with the evaluation of entering into an agreement for the exchange of services or in the provision of services to the Disclosing Party.
- (b) Notwithstanding the above, the Receiving Party may disclose Confidential Information to its Representatives that have a need to know such information to perform their duties and have been advised to keep Confidential Information confidential in accordance with this Agreement. The Receiving Party shall limit the disclosure of Confidential Information to those of its Representatives to whom disclosure is reasonably necessary. The Receiving Party shall not make any other use, in whole or in part, of any Confidential Information without the prior written consent of the Disclosing Party.
- (c) Each Party agrees that it and its Representatives will not disclose to any other person the fact that the Confidential Information has been made available to such Party, that discussions or negotiations are taking, or have taken, place or any of the terms, conditions or other facts with respect thereto. For purposes hereof, such information shall be deemed "Confidential Information" except to the extent the context would require otherwise.
- (d) Each Party agrees that, in complying with its obligations under this Agreement, such Party shall use the same means it uses to protect its own confidential proprietary information, but in any event not less than reasonable means, to prevent the disclosure and to protect the confidentiality of Confidential Information.
- (e) Each Party shall be liable and responsible for any disclosure or use of Confidential Information other than as permitted under this Agreement by any person or party to whom such Party discloses Confidential Information; for the avoidance of doubt, such liability and responsibility extends to any use or disclosure contrary to the terms hereof by Representatives to whom Confidential Information is disclosed pursuant to paragraph 2(c) above.

3. Required Disclosure. Confidential Information may be disclosed (i) to the extent required by applicable law or legal process or (ii) to any governmental, judicial or

regulatory authority requiring or requesting such information provided that: (1) such Confidential Information is submitted under any applicable provisions for confidential treatment by such government, judicial or regulatory authority; and (2) prior to such disclosure, and if the Receiving Party is legally allowed to do so, the Disclosing Party is given prompt notice of such disclosure requirement(s) so that it may take whatever action it deems appropriate, including intervention in any proceeding and the seeking of an injunction or a protective order to prohibit such disclosure. The Receiving Party shall use reasonable efforts to facilitate any such intervention or seeking of an injunction or protective order by the Disclosing Party; provided that this sentence shall not obligate the Receiving Party to expend material sums.

4. Return of Confidential Information. Either Party may elect at any time to terminate further access to its Confidential Information. Upon written request of either Party, the other Party agrees to promptly return or, at its option, promptly destroy any and all Confidential Information as well as any other information disclosed to it and its Representatives by or on behalf of the requesting Party, including all originals, copies, translations, notes, or any other form of said material, without retaining any copy or duplicate thereof, except as may be otherwise required by law (provided that any party retaining any Confidential Information in accordance with law shall notify the other Party of the Confidential Information being retained and the reason therefore). To the extent any Confidential Information is retained by a Party pursuant to the foregoing exception, such Party shall remain subject to its obligations and commitments hereunder with respect to such retained Confidential Information notwithstanding the expiration of the period set forth in Section 5 for so long as such Confidential Information is so retained.
5. Survival of Obligations. Regardless of any termination of any business relationship or negotiations between the Parties, the obligations and commitments established by this Agreement shall remain in full force and effect from the day and year first herein above written and for a period of two (2) years following a written notice of termination by one Party to this Agreement to the other or until such time as the Parties have entered into an agreement providing otherwise.
6. Nature of Information.
  - (a) The Parties each hereby acknowledge that the Confidential Information of the other Party is of a special, unique, unusual, extraordinary, and intellectual character and that money damages would not be a sufficient remedy for any breach of this Agreement by it or its representatives and that specific performance and injunctive or other equitable remedies for any such breach shall be available to the other Party.
  - (b) The Parties further acknowledge that the interests of the other Party in such Confidential Information may be irreparably injured by disclosure of such Confidential Information. The remedy stated above may be pursued in addition to any other remedies applicable at law or equity for breach of this Agreement.

Although the Confidential Information contains information which the Disclosing Party believes to be relevant for the purpose of the Receiving Party's

evaluation of the Transaction, each Party acknowledges that the is closing Party does not make any representation or warranty as to the accuracy or completeness of the Confidential Information. Neither the Disclosing Party nor its Representatives, their affiliates, nor any of their respective officers, directors, managers, members, employees, agents, or controlling persons within the meaning of Section 20 of the Securities Exchange Act of 1934, as amended, shall have any liability to the Receiving Party or any of its Representatives relating to or arising from the use of the Confidential Information.

7. Governing Law. The validity, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Indiana, without regard to choice of law provisions. Exclusive jurisdiction for any dispute arising under this Agreement shall be the courts in the state of Indiana.
8. Final Agreement. This Agreement contains the entire agreement and understanding between the Parties as to the subject matter of this Agreement, supersedes in its entirety any and all previous communications between the Parties (including all previous versions of this Agreement), and shall only be modified in writing by the Parties.
9. No Assignment. Neither Party may assign this Agreement nor any interest herein without the other Party's express prior written consent.
10. Severability and Counterparts.
  - (a) If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.
  - (b) This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original of this Agreement and all of which when taken together shall be deemed to constitute one and the same agreement.
11. No Binding Obligation. Unless and until a final definitive agreement between the Parties has been executed and delivered in the sole and absolute discretion of the Parties, neither Party will be under any legal obligation of any kind whatsoever by virtue of this Agreement or otherwise except for the rights and obligations specifically agreed to herein. Each Party reserves the right, in its sole discretion, to reject any and all proposals made by the other Party or any representative thereof, and to terminate discussions and negotiations with the other Party at any time.

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement on the day and year first hereinabove written by their duly authorized representatives.

Northern Indiana Public Service Company LLC  
Signature: \_\_\_\_\_  
Name: Kylia Davis  
Title: Manager Choice & Transportation  
Support Services  
Date: \_\_\_\_\_

Supplier Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_