SIMPLEFLEX TERMS AND CONDITIONS

We Are Committed To Your Satisfaction: If you are not completely satisfied with XOOM Energy Indiana's SimpleFlex plan for any reason, please contact us. If we are unable to resolve your concern to your full satisfaction, you may terminate this Agreement, in accordance to the terms contained herein.

Service & Term: XOOM Energy Indiana, LLC ("XOOM" or "Company") agrees to act as your exclusive natural gas supplier. The Term of this Agreement will begin when Northern Indiana Public Service Company ("NIPSCO") switches your account to XOOM and will continue on a month-to-month basis.

Acceptance into the Program:These terms and conditions are subject to your acceptance into the program by both XOOM and NIPSCO. You will be promptly notified if you are not accepted into the program.

Local Utility Services:XOOM is an independent retail marketer of natural gas and is not affiliated with NIPSCO. NIPSCO will continue to deliver your natural gas, read your meter, send your bill, and make necessary repairs. NIPSCO will also respond to emergencies and provide other basic utility services as required. XOOM is not an agent of NIPSCO and your utility will not be liable for any of XOOM's acts, omissions, or representations.

Price:Your rate for natural gas purchases will be a variable rate, per therm, that may change on a monthly basis, plus taxes and fees, if applicable. Your variable rate may fluctuate and may be higher or lower than your local utility. Your rate is based upon a number of factors, which may include but not be limited to, the fluctuation of wholesale commodity costs or other components of wholesale prices (including but not limited to capacity related costs, fluctuations in energy supply and demand, and weather patterns) and XOOM's pricing strategies. You are responsible for all charges assessed and billed by NIPSCO for all applicable utility charges, which are not included in your rate. You understand that XOOM's price does not include the Interstate Transportation and Storage charge billed by NIPSCO.

Termination, Moving:You may cancel your acceptance of the Agreement with XOOM at any time within five (5) business days of your enrollment authorization and receipt of this Agreement without penalty or cancellation fee by calling XOOM at 1-888-997-8979 or by sending an email to customercare@xoomenergy.com.

When moving to an address within NIPSCO's service territory, XOOM will make every effort to transfer your service to your new service address, provided that you notify XOOM within fifteen (15) days of your move. If a transfer of service is not successful or you move to a location outside NIPSCO's service territory, you may cancel this Agreement at no cost to you. Failure to notify XOOM of your move will be considered a cancellation of this Agreement in accordance with its terms. It will take time for NIPSCO company to cancel your XOOM account. During that time you agree to pay for the natural gas you consume that is supplied by XOOM.

Credit, Payment and Collection:You will receive a single bill for both your natural gas and the delivery of such natural gas from NIPSCO. Payment is due by the date set forth on the invoice ("Payment Date"). You represent that you are financially able and willing to fulfill the terms and conditions of this Agreement and that you have not filed, are not in the process of filing nor plan to begin any bankruptcy proceedings. If accepted as a customer XOOM may report your payment experience. Bills not paid by their due date are subject to a late payment fee at the greater of the rate of 1.5%, or the maximum permitted by law, based on your total outstanding balance per month. XOOM will charge a $35 return check fee for all returned checks. XOOM may terminate your commodity service and may suspend services under procedures approved by law. In all events, you shall remain obligated to

pay for all natural gas received by you and any interest, fees and penalties incurred by XOOM. You will also be responsible for all costs, including legal fees, associated with the collection of amounts owed to XOOM.

Customer Service, Dispute Resolution:If you have a question about your XOOM charges or service you may contact XOOM directly by calling 1-888-997-8979 during our service hours which are posted at www.xoomenergy.com; by sending a letter to: XOOM Energy Indiana, LLC, 11208 Statesville Road, Suite 200, Huntersville, NC 28078 or by sending an email to customercare@xoomenergy.com. XOOM will refer all complaints to a representative who will use reasonable efforts in good faith to reach a mutually satisfactory solution. If a dispute cannot be resolved, you may seek the assistance of the Indiana Office of Utility Consumer Counselor ("OUCC"). The OUCC is the state agency that represents the interests of all utility consumers and the general public in matters related to the provision of utility services. You have a right to contact this agency with any questions, concerns or conflicts, regarding XOOM or the program by calling 1-888-441-2494 or for TDD/TTY tool at 1-317-232-2494 or by email at UCCINFO@oucc.in.gov; or by regular mail at 100 N. Senate Avenue, Room N501, Indianapolis, Indiana.

Assignment:This Agreement or any XOOM obligations hereunder are assignable by XOOM.

Emergency Matters:For gas emergencies you should contact NIPSCO by calling 1-800-634-3524. IN THE EVENT YOU SMELL GAS PLEASE MOVE TO A SAFE AREA AND CALL 911 AND NIPSCO AT THE NUMBER ABOVE.

Environmental Disclosure:XOOM will provide upon request if available.

Authorization/Representation/Letter of Agency:By entering into this Agreement, you authorize XOOM to act on your behalf under NIPSCO's tariffs. You acknowledge that you are the local utility account holder, or a person legally authorized to execute this Agreement on behalf of the account holder for natural gas services and that you are at least eighteen (18) years of age. You agree to authorize NIPSCO to release all information relating to your historical and current natural gas usage, billing and payment history to XOOM or its authorized representatives. You further acknowledge that XOOM has full authority to make all rates and tariff selections necessary to meet its obligations under this Agreement. You may rescind this authorization at any time by contacting XOOM. Neither your customer account number nor any other financial information will be released by XOOM, except as required by law, without your consent. Execution of this Agreement shall constitute authorization for the release of this information to XOOM.

Miscellaneous:You will promptly notify XOOM if there is any drastic change in your energy consumption. For the purpose of accounting both parties accept the quantity, quality and measurements determined by NIPSCO. Except as provided by law, you will pay all taxes or other fees due and payable with respect to customer obligations under this Agreement. This Agreement shall be governed by the laws of the state of North Carolina without recourse to such states choice of law rules. There may be a delay before NIPSCO switches your natural gas supply to XOOM. XOOM is not responsible for such delays.

Insolvency: You acknowledge and agree that this Agreement and the transaction(s) contemplated under this Agreement constitute a "forward contract" within the meaning of the United States Bankruptcy Code. To the fullest extent possible, you agree to waive the provisions afforded by Section 366 of the United States Bankruptcy Code and acknowledge that for purposes of the application of principles afforded "forward contracts" the provisions of Section 366 shall not apply to you or to this Agreement.

Limitation of Liability and Warranty:XOOM WILL NOT BE RESPONSIBLE FOR ANY SPECIAL,

CONSEQUENTIAL, OR PUNITIVE DAMAGES WHATSOEVER. XOOM DOES NOT PROVIDE ANY TYPE OF WARRANTY, EXPRESS OR IMPLIED, AND TO THE FULL EXTENT OF THE LAW, DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Force Majeure:XOOM will not be responsible for supplying natural gas in the event of circumstances beyond its control such as events of Force Majeure, including but not limited to, acts of terrorism, sabotage, or acts of God. XOOM may cancel this Agreement if there is any change in regulation, law, pricing structure, tariff, or change in procedure required by a third party that results in XOOM being prevented, prohibited, or frustrated from carrying out the terms of this Agreement. XOOM may cancel this Agreement if your usage of natural gas changes substantially.

Entire Agreement:This Agreement, including the Enrollment form and/or Welcome letter, constitute the entire Agreement and understanding between you and XOOM with respect to its subject matter and superseding all prior written and oral Agreements and representations made with respect to such subject matter.