NORTH AMERICAN POWER AND GAS, LLC. ("NAP")
New York Natural Gas Sales Agreement
Customer Disclosure Statement and Terms and Conditions

Price	**FIXED: 40.90 cents per Therm** The Price may be revised pursuant to the sections titled "Billing and Payment" and/or "Change of Law/Regulatory Changes" in the enclosed terms of service.
Fixed	**Fixed 12 Months.** Thereafter, unless otherwise notified by Customer, the Agreement will automatically renew on a month-to-month variable rate.
Length of the agreement and end date	This agreement will begin on the next applicable meter read date after the utility processes Customer's enrollment and the end date for North American Power supply service will be after 12 months.
Process customer may use to rescind the agreement without penalty	If a residential customer, Customer may rescind by contacting NAP (see Contact Information section) within 3 business days of receipt of the sales agreement. Please provide name, address, phone number, account number, and a statement that you are rescinding this Agreement.
Amount of Early Termination Fee and method of calculation	If this Agreement is terminated during the Initial Term or any subsequent Renewal Term after the applicable cancellation period, Customer will pay an early termination cost recovery fee. Such fee will be ten dollars ($10.00) per month for each month remaining on the Agreement, but will not exceed; one hundred dollars ($100.00) for any Agreement with a remaining term of less than 12 months; or two hundred dollars ($200.00) for any Agreement with a remaining term of more than 12 months.
Amount of Late Payment Fee and method of calculation	If Customer does not pay its bill on time, Customer may be subject to termination of its natural gas supply services and the suspension of its supply services under procedures approved by NYPSC. If NAP directly invoices Customer, Customer is required to pay NAP's invoices within twenty (20) days from the invoice date and NAP reserves the right to charge a late payment fee each month in the amount of 1.5% of the past due invoice amount. If any payment is returned, Customer will be required to pay a twenty five dollar ($25.00) fee for each occurrence. If Customer is a non-residential customer, failure to make full payment of NAP charges due on any consolidated bill prepared by Customer's local distribution utility will be grounds for disconnection of utility services and natural gas supply service in accordance with NYPSC rules and regulations on the termination of service to non-residential customers.
Provisions for renewal of the agreement	North American Power must clearly inform Customer in writing, not less than 30 days nor more than 60 days before the end of the current term of Customer Agreement, of any renewal terms and Customer option to reject the renewal terms. Customer will not be charged a termination fee if Customer objects to renewal within 3 business days after customer receives the first billing statement under the agreement as renewed. If North American Power makes any changes to Customer's renewed agreement other than a rate change or a change from a fixed to a variable rate as specified in the initial sales agreement, any such changes will be considered material and will require that North American Power obtain Customer's express consent for renewal.
Conditions under which savings to the customer are guaranteed	No savings are guaranteed.

1. Service. Customer will begin receiving natural gas at the time of the first scheduled meter reading by the Local Distribution Utility ("Utility") or, if applicable, after the date on which Customer is eligible to participate in the utility ESCO Referral Program. **NORTH AMERICAN POWER AND GAS, LLC's ("NAP")** supply of natural gas to Customer shall continue pursuant to these terms and conditions as well as any "welcome letter", which together constitute the entire agreement (hereinafter the "Agreement"). By executing, approving and/or by not rescinding this Agreement under NAP's terms or the Utility's ESCO Referral Program, Customer agrees to initiate service and begin enrollment with NAP under this Agreement. NAP is approved by the New York State Public Service Commission ("NYPSC") to act as an Energy Service Company ("ESCO") and has entered into a service agreement with Customer's Utility. The NYPSC does not regulate the price of natural gas or other charges found in this Agreement. Customer is at least 18 years old and fully authorized to enter into this Agreement. NAP is a retail marketer of natural gas and not Customer's LDU. Customer's LDU will continue to perform the following functions; deliver natural gas, read meter, send bill, and make repairs. LDU will also respond to emergencies and provide other traditional utility services. Customer understands that Customer is not required to choose a competitive supplier, and may continue to have the LDU supply Customer natural gas supply service.

2. Term. The agreement will be fixed for the period stated in the Welcome Letter and Disclosure Statement. The term shall commence as of the date the change of provider to **NAP** is deemed effective by the Utility. Upon completion of any initial or renewal term of this Agreement, the Agreement will automatically continue on a month-to-month variable market based rate on the same terms as contained herein. However, if NAP materially changes its terms and conditions, other than variable market based pricing, NAP must obtain customer's authorization (written or verifiable oral) after customer has received a written notification of the new terms not less than 30 days nor more than 60 days prior to the date of the new terms and conditions (the "Renewal Term"). Customer shall have 3 business days from receipt of the first billing statement of Customer's Renewal Term to reject renewal terms and cancel renewal agreement. The Customer may provide written notice of termination to NAP at its email or mailing address or call NAP as outlined in the Contact Information section of this Agreement. Customer may also call their delivery company to terminate the agreement. NAP may terminate this Agreement by providing 15 days' written notice to the Customer.

3. Open Price. Each month the Customer's bill will be calculated by multiplying (i) the price of natural gas by (ii) the amount of natural gas used in the billing cycle plus (iii) applicable taxes, fees, and/or charges levied by the Utility for distribution and other services. The price per **<<$unit of measure>>** for natural gas sold under this Agreement shall be market based and variable price calculations are based on the method stated above to include prices for commodity, transportation, balancing fees, storage charges, **NAP's** fees, profit, swing charges, and any other charges imposed by a utility, pipeline, or other entity having such authority to impose any such charge, plus applicable taxes, and any other charges or fees imposed by the utility or other entity having such authority to impose any such charges.

4. Agency. Customer hereby appoints **NAP** as its agent for the purposes of acquiring the supplies necessary to meet all of the Customer's natural gas needs and arranging to deliver natural gas to the Customer.

5. Title. All natural gas sold under this Agreement shall be delivered to a location considered the "Point of Delivery," which for natural gas shall be at the utility's designated city gate, and shall constitute the point at which the sale occurs and title passes from **NAP** to the Customer.

6. Measurement. The measurement of the quantity of natural gas delivered under this Agreement shall be determined by the meter readings and/or estimates performed by the Utility.

7. Billing and Payment. Unless otherwise agreed to in writing, **NORTH AMERICAN POWER** or Utility will invoice monthly for natural gas supplied under this Agreement and/or in accordance with the Utility's policies, procedures and tariff. Customer will pay each invoice in full within twenty (20) calendar days of the invoice date or be subject to a late payment charge of 1.5% per month. Customer should receive a single invoice for both commodity and delivery costs from the Utility. Customer's payments remitted in response to a consolidated bill shall, to the extent required, be pro-rated in accordance with procedures adopted by the New York State Public Service Commission (PSC). In the event Customer fails to provide payment when due, **NORTH AMERICAN POWER** shall have the right to terminate commodity service upon fifteen (15) calendar days' written notice to the Customer. Failure to make full payment of **NORTH AMERICAN POWER** charges due on any consolidated bill prepared by the Utility for **NORTH AMERICAN POWER** will be grounds for disconnection of utility services and commodity service in accordance with NYPSC rules and regulations on the termination of service to residential customers. Customer payments remitted in response to a consolidated bill shall be pro-rated (when so required) in accordance with procedures adopted by the New York State Department of Public Service (the "DPS"). A **$25** fee will be charged for all returned payments. **NORTH AMERICAN POWER reserves the right to pass along and legal notice is hereby given to any increases in charges applied to NORTH AMERICAN POWER (e.g. accounts receivable billing charges, etc.), which are a result of any present and/or future Public Service Commission, utility, pipeline, and/or FERC (Federal Energy Regulatory Commission) action and/or any other body having authority. NAP will provide customer 30 days written notices of any such increase in charges.**

8. Cancellation Process. If Customer is a residential customer, Customer may cancel within 3 business days of receipt of signing this agreement (the "Cancellation Period") without penalty or cancellation fee by contacting NAP at its contact information listed in the Contact Information section. If cancellation is not requested within 15 days of the next meter read, the Customer may request a special meter read which is typically subject to a service charge. Customer is liable for all of NORTH AMERICAN POWER's charges while Customer may be returning to the LDU or selecting another supplier. A bill will be rendered in approximately twenty (20) days after the final scheduled meter reading or if access is unavailable, an estimate of consumption will be used in the bill, which will be trued up subsequent to the final meter reading.

9. Acceptance and Amendments. **NAP** may amend the terms of this Agreement at any time, consistent with any applicable law, rule or regulation, by providing notice to Customer of such amendment at least thirty (30) days prior to the effective date thereof. Any change to this Agreement, other than the open price provision, shall be documented as per PSC regulations.

10. Emergency Service Contacts. In the event of a natural gas and/or electric outage, natural gas odor or other emergency, please use the following toll-free numbers to directly contact your utility:

Central Hudson Gas & Electric	1-800-527-2714
Rochester Gas & Electric	1-888-253-8888
Orange & Rockland Gas	1-800-533-5325
National Grid	1-800-892-2345
National Fuel Gas	1-800-444-3130
Consolidated Edison	1-800-752-6633
NYSEG	1-800-572-1131

11. Dispute Resolution. In the event of a billing dispute or a disagreement involving NAP's service hereunder, the parties will use their best efforts to resolve the dispute. Customer should contact NAP by telephone or in writing as provided above. The dispute or complaint relating to a residential customer may be submitted by either party at any time to the DPS pursuant to its Complaint Handling Procedures ("Procedures") by calling the NYPSC at 1.888-697-7728 or by writing to the DPS at: New York State Department of Public Service, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223, or through its website at: http://www.dps.ny.gov. Customer must pay the bill in full, except for the

specific disputed amount, during the pendency of the dispute.

12. Customer Protections. The services provided by **NAP** to Customers are governed by the terms and conditions of this Agreement. NAP will provide at least 15 days' notice prior to the cancellation of service to Customer. Customer may obtain additional information by contacting NORTH AMERICAN POWER at its contact information above or the NYPSC at 1-888-697-7728, or by writing to the NYPSC at: New York State Department of Public Service, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223, or through its website at http://www.dps.ny.gov.

13. Default Liability. Under no circumstances shall **NAP** be liable for any direct, punitive, incidental, consequential, exemplary, indirect, third-party claims or other damages whether such claims are based on contract, warranty, tort, negligence, strict liability or otherwise, or for lost profits arising from a breach of this Agreement.

14. Choice of Laws. Venue for any lawsuit brought to enforce any term or condition of this Agreement or to construe the terms hereof shall lie exclusively in the State of New York. This Agreement shall be construed under and shall be governed by the laws of the State of New York without regard to application of its conflicts of laws and principles.

15. No Warranties. **UNLESS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, NORTH AMERICAN POWER PROVIDES AND CUSTOMER RECEIVES NO WARRANTIES, EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE AND NORTH AMERICAN POWER SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

16. Force Majeure. NAP will make commercially reasonable efforts to provide natural gas hereunder but NAP does not guarantee a continuous supply of natural gas to the Customer. Certain causes and events out of the control of North American Power (hereinafter "Force Majeure Events") may result in interruptions in service. NAP will not be liable for any such interruptions caused by a Force Majeure Event, and NAP is not and shall not be liable for damages caused by Force Majeure Events. Force Majeure Events shall include but are not limited to, acts of God, fire, flood, storm, terrorism, war, civil disturbance, acts of any governmental authority, accidents, strikes, labor disputes or problems, requiring maintenance work, inability to access the LDU system, non-performance by the LDU (including, but not limited to, a facility outage and/or problem on its electricity distribution line(s) and/or natural gas line(s)), or any other cause that may impair either party's ability to perform and is beyond NAP's control. The term "Force Majeure" as used in this Agreement shall also mean any act or cause not reasonably within the control of **NAP** and which by the exercise of due diligence, **NAP** is unable to prevent or overcome, including, but not limited to, any act or cause which is deemed a "Force Majeure" by a utility, pipeline, storage facility or any transportation or transmitting entity. If **NAP** is rendered unable, wholly or in part, by Force Majeure to perform or comply with any obligations or conditions of this Agreement, we shall give immediate notice to the maximum extent practicable and provide reasonably full particulars to the other party. Such obligations or conditions, so far as they are affected by such Force Majeure, shall be suspended during the continuance of any inability so caused, and **NAP** shall be relieved of liability and shall suffer no prejudice for failure to perform the same during the period. If **NAP** claims suspension of obligations, we must in good faith attempt to mitigate and/or terminate the Force Majeure.

17. Change of Law/Regulatory Changes. This Agreement is subject to present and future legislation, orders, rules, regulations or decisions of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided hereunder. If at some future date there is a change in any law, rule, regulation, tariff, or regulatory structure ("Regulatory Change") which impacts any term, condition or provision of this Agreement including, but not limited to price, NAP shall have the right to modify this Agreement to reflect such Regulatory Change by providing 30 days' written notice of such modification to the Customer.

18. Taxes and Laws. Except as otherwise provided in the Agreement or provided by law, all taxes of whatsoever kind, nature and description, due and payable with respect to Customer's performance of its obligations under this Agreement, shall be paid by Customer. The parties' obligations under this Agreement are subject to any validly issued present and/or future legislation, orders, rules, and/or regulations of a duly constituted authority having jurisdiction over this Agreement or the services to be provided herein. If the Customer is claiming any tax exemption, the Customer must provide to NAP with written documentation of Customer's tax exemption prior to commencing service under this Agreement.

19. Assignment. The Customer may not assign its interest or obligations under this Agreement without the written consent of **NAP. NAP** may sell, transfer, pledge, or assign the accounts, revenues, and proceeds hereof in connection with any financial agreement. **NORTH AMERICAN POWER** may assign this Agreement to another energy supplier, energy services company, or other entity in compliance with applicable law. Upon such assignment, Customer agrees that **NAP** shall have no further obligations hereunder.

20. Authorization. Customer authorizes **NAP** to obtain and review information including, but not limited to the Customer's credit history from credit reporting agencies, and Utility information including, but not limited to, consumption history, billing determinants, credit information, payment information, public assistance status, existence of medical emergencies, status as to whether Customer has a medical emergency, is human needs, elderly, blind or disabled and data applicable to cold weather periods under PSL § 32 (3); and information pertaining to PSL § 33, tax status and eligibility for economic development or other incentives. This information may be used by **NAP** to determine whether it will commence and/or continue to provide energy supply service to Customer. Customer's execution and/or failure to timely rescind the agreement shall constitute authorization for the release of this information to **NAP**. This authorization will remain in effect during the initial term and any renewal term of this Agreement. Customer may rescind this authorization at any time by providing written notice thereof to **NAP** or calling **NAP** at 1-800-313-9086. **NAP** reserves the right to cancel this Agreement in the event Customer rescinds the authorization.

21. NAP Contact Information. Customer may contact NAP by telephone at 1-888-313-9086 Monday to Friday, 8AM EST to 6PM EST or email at customercare@napower.com, or by writing to us at 20 Glover Avenue, Norwalk, CT 06850. If Customer calls NAP during business hours regarding a utility emergency, Customer will either be transferred directly to the LDU or given the number of the LDU for Customer to call the LDU directly. If Customer calls outside of these hours, Customer will be given the LDU emergency phone number to call. If Customer calls NAP outside of normal business hours, Customer will be prompted to call back during normal business hours.

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