

MARYLAND TERMS OF SERVICE

THIS STANDARD SERVICE AGREEMENT together with the Contract Summary page, which is incorporated herein by reference, ("Agreement") will authorize North American Power and Gas, LLC ("North American Power," "NAP," "our," "we," "us") to serve as your ("Customer," "you") retail electricity supplier in the territories of Baltimore Gas and Electric Company ("BGE") or Potomac Electric Power Company ("PEPCO") (each a "Local Utility"). The Contract Summary page is a prescribed form provided by the Maryland Public Service Commission ("MPSC"). The services provided by North American Power to you are governed by the terms of this Agreement.

SERVICE: North American Power agrees to sell, and you agree to purchase, the quantity of electricity delivered to you as measured and/or estimated by your Local Utility. North American Power is a retail supplier of electricity and is not affiliated with your Local Utility. North American Power is licensed by the MPSC to supply electricity service in Maryland (license number IR-1983), but the prices that North American Power charges its customers are not regulated by the MPSC. The Local Utility will continue to deliver electricity to your home ("Distribution Service"), read your meter and bill you. NAP's obligations under this Contract are conditioned on you providing complete and accurate information and on you remaining a Utility distribution customer throughout the term under one of the eligible residential electric rate classes offered by your Local Utility.

TERM: The initial term ("Initial Term") of this Agreement is set forth on the enclosed Contract Summary. North American Power will begin providing electricity under this Agreement on your next meter read date after the Local Utility processes your enrollment (the "Starting Date") and continue for the number of billing cycles as indicated on the Contract Summary page. After the Initial Term, unless otherwise agreed upon Customer's electricity supply will automatically continue on to a variable monthly rate until Customer either selects a new plan or terminated this Agreement as provided in the "Termination" below.

PLANS OFFERED BY NAP: NAP's Standard Product meets the statutory and regulatory requirements for renewable energy content. If Customer purchases NAP's renewable energy products containing renewable energy sources above the statutory requirements, such products are offset by the purchasing of Renewable Energy Certificate Credits ("REC") for the percentage of each product as indicated on the Contract Summary page. NAP will purchase and retire RECs to offset the applicable product percentage of your electricity usage, as determined by your Local Utility. Our purchasing of RECs combines locally generated electricity with national RECs generated from wind, hydro and/or solar. One REC is equal to one megawatt-hour of electricity generated from an eligible renewable energy source. Residential customer supply prices do not change based on usage.

1. **Monthly Variable Rate Plans:** If Customer enrolled in a variable rate plan as indicated in the enclosed Contract Summary page, Customer's rate during this Agreement will be effective for the first month. Thereafter, the Agreement will be month-to-month and the rate will vary monthly based upon NAP's assessment of factors including, but not limited to, cost incurred by NAP to provide service, through procurement in the RTO-administered and/or short-term markets, as well as the costs for supply and associated products that NAP requires to meet your electric generation supply requirements including, without limitation, historic and projected supply and hedging costs, prior months' pricing and balancing costs, projected average customer bill amounts, ancillary services, alternative and renewable energy requirements, conditions in the electricity market and a profit margin determined in our discretion that may vary from month-to-month. Monthly Variable Rate price does not include transmission charges, other Local Utility charges (which will be invoiced by the Local Utility), applicable state or local sales or other taxes, nor any other governmental or Independent System Operator charges, all of which will be passed through and invoiced to you in addition to the monthly variable price. **Customer Monthly Variable Rate may be**

higher or lower than the price offered in the initial or any prior month. Savings are not guaranteed. Customer may obtain NAP's most current and historical rates by contacting NAP at its Contact Information in this Agreement. There is no cap or limit on the Customer's variable rate from one billing cycle to the next. Historical prices aren't indicative of present or future pricing.

2. **Guaranteed Savings Plans:** If Customer enrolled in a Guaranteed Savings product as indicated on the Contract Summary, Customer's price for electric generation service for the first month is indicated on the Contract Summary. Savings Guarantee is based on NAP's comparison of Customer's Local Utility Standard Offer Service ("SOS") price, as defined in the Contract Summary, that is known at the time of contracting with Customer. Customer must remain with NAP from the date of successful enrollment and acceptance by the Local Utility through to the end of the Guaranteed Period in order to qualify and obtain the savings benefit. If Customer leaves NAP electric supply services before the end of the Guaranteed Period, the savings benefits are not guaranteed. After the expiration of the Guaranteed Period, unless otherwise renewed, the contract will continue on a Monthly Variable Rate as described in item 1 of this section outlining the plans offered by NAP. For rates offered in this rate plan, Customer rates will be posted within the Maryland specific footer of NAP's website.
3. **Fixed Pricing:** If Customer enrolled in a fixed rate plan as indicated in the Contract Summary, Customer's price for electric generation service will not change during the Initial Term from the Starting Date through the meter read date for the number of billing cycles specified in the Contract Summary. NAP's fixed rates are based upon NAP's assessment of factors including, but not limited to, cost incurred by NAP to provide service, through procurement in the RTO-administered and/or short-term markets, as well as the costs for supply and associated products that NAP requires to meet your electric generation supply requirements including, without limitation, historic and projected supply and hedging costs, prior months' pricing and balancing costs, projected average customer bill amounts, ancillary services, alternative and renewable energy requirements, conditions in the electricity market and a profit margin determined in our discretion. The fixed price does not include transmission charges, other Local Utility charges (which will be invoiced by the Local Utility), applicable state or local sales or other taxes, nor any other governmental or Independent System Operator charges, all of which will be passed through and invoiced to you in addition to the fixed price. After the Initial Term, unless otherwise agreed upon, Customer's electricity Supply will automatically continue on a Monthly Variable Rate as described above. **Customer may obtain NAP's future rates by contacting NAP at its Contact Information in this Agreement.**
4. **Incentives:** For any applicable incentive sign-up bonus, add-ons, limited time offers, or any sales promotions and exclusions, please see the Contract Summary page.

PRICE: North American Power will calculate your monthly electricity bill by multiplying (a) the price of electricity per kilowatt hour ("kWh") by (b) the amount of electricity used during the billing cycle. During any variable monthly priced period, the Customer's price per kWh may change monthly based on market conditions, including such factors as the market price of electricity, transmission costs, Local Utility charges and other market price related factors. **NAP's variable price is subject to change monthly, at the sole discretion of NAP, and may increase or decrease. The Customer agrees and understands that while on a variable rate plan, rates can fluctuate from month to month. North American Power's price(s) are for electricity generation and transmission service, and exclude Local Utility distribution charges, applicable taxes and other Local Utility fees or charges. Customers on a variable priced plan may contact**

North American Power at its Contact Information in this Agreement for NAP's most current rate information.

AUTOMATIC RENEWAL: Unless terminated by NAP or Customer, this Agreement will automatically continue on a month-to-month basis at NAP's then current variable monthly rate which can be found in the Maryland-specific footer at the bottom of NAP's website listed in the Contact Information section. NAP will provide Customer a notice of pending renewal forty-five (45) days prior to the end of the Initial Term and/or Guaranteed Savings Period. The notice of automatic renewal will include any revised terms and conditions, including pricing, to take effect on the date of automatic renewal along with additional disclosures as required by the MPSC. Upon expiration of the Initial term, this Agreement shall automatically renew for successive one (1) month periods unless Customer cancels the renewal by notifying North American Power, returning to the Local Utility or enrolling with another supplier. Once the month-to-month arrangement begins, either party may terminate as provided in the "Termination" section below.

PRICE COMPARISON: Please note that our fixed price may be lower than the Local Utility's weighted average price of Standard Offer Service electricity as of the date of this offer. However, while we offer a fixed price, the Local Utility's price of Standard Offer Service electricity likely will change from time to time and therefore, NAP cannot guarantee savings over the Local Utility's rates for the entire term of this Agreement or any renewals.

RENEWABLE PORTFOLIO STANDARD: NAP's renewable products containing retired Tier 1 renewable source or Tier 2 renewable source RECs may be used to meet NAP's statutory Renewable Portfolio Standard ("RPS") obligation. Except as provided by law, NAP may meet its RPS obligation by paying a compliance fee as prescribed by state law. Statutory RPS requirements are included herein.

Compliance Year	Tier 1	Tier 1 Solar	Tier 2
2016	12.7%	0.07%	2.50%
2017	13.1%	0.95%	2.50%
2018	15.8%	1.4%	2.50%
2019	17.4%	1.75%	2.50%
2020	18%	2%	2.50%
2021	18.7%	2%	2.50%
2022	20%	2.000%	2.50%

ENVIRONMENTAL DISCLOSURE LABEL: A copy of NAP's Environmental Disclosure Label is available on NAP's website at www.napower.com.

BILLING AND PAYMENTS: The Customer will still receive one monthly bill from its Local Utility for the electricity provided by North American Power and the services provided by the Local Utility. The Customer will continue to pay its Local Utility in accordance with the payment terms stated in the Local Utility's tariff, which may include a late payment fee if your payment is not timely. The Customer should direct any questions regarding the bill to its Local Utility listed in the "Contact Information" section of this Agreement. If the Local Utility is unable to read the Customer meter, the Local Utility will estimate usage and charges will be calculated accordingly and adjusted on a future bill. Supply to the Customer under this Agreement is conditioned on the Local Utility accepting NAP's enrollment of the Customer account for consolidated billing by the Local Utility. Should the Local Utility cease providing consolidated billing for the Customer account and/or commence billing us for any charges relating to the Customer, NAP will bill the Customer and the Customer will pay NAP for all such charges, and the Customer also agrees to pay to NAP related costs, including legal fees, associated with the collection of outstanding balances. The Customer is

responsible for paying any new or increased fees or other charges imposed on NAP or the Customer regarding transmission or distribution of the electricity during the term of this Agreement. NAP will notify the Customer if any new or increased fees or other charges are imposed.

TITLE AND TAXES: Unless we notify you otherwise, title to the electricity sold hereunder shall pass from us to you when it is delivered by us to the Local Utility. Customer shall be responsible for applicable transfer, sales or other taxes and charges related to this transaction, however designated, unless prior to execution of this Agreement you have given us and your Local Utility applicable, valid tax exemption certificates.

EMERGENCY: In the event of an emergency such as a power outage, you should call your Local Utility, which will respond to emergencies and will remain your point of contact in the case of a power outage. See "Contact Information" on how to contact your Local Utility.

ASSIGNMENT OR TRANSFER: North American Power reserves the right to assign, subcontract or delegate all or any part of its rights and/or obligations under this Agreement at the discretion of North American Power at any time with at least thirty (30) days written notice prior to the effective date or transfer of Customer's contract from one supplier to another. Suppliers shall jointly provide notice to Customer, the Commission, the Local Utility, and the Office of the People's Counsel of the assignment or transfer. The assignment or transfer of Customer's electricity supply from one supplier to another is not an enrollment or drop transaction.

PRIVACY STATEMENT, CUSTOMER INFORMATION AND RELEASE: You agree to allow your Local Utility to release certain information to North American Power that will be needed to provide electric supply to you. This may include, but is not limited to information such as your usage, payment history, credit information, account number, billing address, service address, Customer historical and future usage, payment history, rate classification and credit information. Customer authorizes NAP to release such information to third parties, affiliates and subcontractors that need to know such information in connection with Customer's electric generation service. These authorizations will remain in effect as long as this Agreement remains in effect. Customer may rescind these authorizations at any time by either calling or providing written notice to NAP. NAP reserves the right to reject Customer's enrollment or terminate this Agreement in the event these authorizations are rescinded, Customer fails to meet or maintain satisfactory credit standing as determined by us, or Customer fails to meet minimum or maximum threshold consumption levels as determined by us. If Customer fails to remit payment in a timely fashion, NAP may report the delinquency to a credit reporting agency.

DISPUTE RESOLUTION: If you have any questions or concerns regarding this Agreement or the electric supply provided by North American Power, you should contact North American Power by calling (888) 313-9086 or emailing customer@napower.com. Customer and NAP agree to use best efforts to resolve any dispute that may arise. The Maryland Public Service Commission can be contacted by calling (800) 492-0474 or online at <http://www.psc.state.md.us>.

TERMINATION: Upon termination, you will have the option of returning to the Local Utility's standard offer service or choosing another electricity supplier. The utility shall process an electronic switch request to be effective within 3 business days after receipt of the electronic transaction. You shall be obligated to pay for the electricity provided by North American Power, including any early termination fee, prior to the effective date of any termination.

TERMINATION BY NAP: NAP may terminate this Agreement early; (a) upon fourteen (14) days written notice due to nonpayment by you, or (b) upon thirty (30) days written notice for any other reason, including a change in law, regulation, tariff, or other act beyond our reasonable control as a result of which we are no longer able to serve you. NAP may terminate this Agreement effective as of the end of the then current term, in which case the

Agreement will not automatically renew. In the event that service is terminated pursuant to this section, Customer shall pay, upon being billed, all outstanding balances and any other costs incurred by NAP through the effective date of termination for which Customer have not already made payment. NAP will notify both Customer and Customer's LDC of the termination of this Agreement at least 15 days prior to the effective date of any such termination. The effective date of the termination will be the next applicable meter read date after expiration of the required notice period.

TERMINATION BY THE CUSTOMER: You may terminate this Agreement for any reason at any time. **However, if you are on a fixed rate plan, and you terminate this Agreement before the conclusion of the Initial Term, NAP will charge you, and you agree to pay, a termination fee of ten dollars (\$10.00) per month for each month remaining on the Initial Term of the Agreement.** The early termination fee is not a penalty, but is designed to compensate NAP for the cost of buying electricity in advance on your behalf. This termination fee will be waived if termination is due to a change of residence and you provide a NAP with your new address at least three days before the requested termination date. Customer may also terminate this Agreement by signing up with another electricity provider or by contacting your LDC. The utility shall process an electronic switch request to be effective within 3 business days after receipt of the electronic transaction. Upon termination, payment will be due for all outstanding charges (including any late payment fees) for electricity provided prior to the effective date of the termination. In the event Customer terminate this Agreement and do not choose another supplier, Customer will be returned to the LDC's standard offer service. If Customer is switching from another supplier, Customer may incur early termination penalties under Customer's contract with the supplier. **There are no cancellation fees for Variable Rate Customers.**

NOTICE OF A CHANGE TO THIS AGREEMENT: If North American Power changes the terms of this Agreement, you will receive written notice from North American Power. The notice will contain a copy of the Agreement containing the changed terms and will inform you of your right to continue service with North American Power subject to the changed terms, or cancel service with North American Power. If you find a change unacceptable, you can cancel this Agreement as outlined in the "Termination" section above without incurring any additional fee from North American Power.

RESCISSION: You have the right to rescind this Agreement within three (3) business days after the date on which you enroll with North American Power. To rescind this Agreement, please contact North American Power by calling (888) 313-9086 or emailing customercare@napower.com.

CHOICE OF LAW: This Agreement will be governed by Maryland law, without regard to its conflict of law principles.

CONTACT INFORMATION: North American Power and Gas, LLC's

MARYLAND ELECTRICITY SUPPLIER LICENSE NUMBER IS IR-1983.

Contact us with any questions between the hours of 8:00 a.m. and 8:00 p.m. on weekdays, except holidays. Our toll-free number is (888) 313-9086. We can be reached by mail at 1500 Rankin Rd. Suite 200 Houston, Texas 77073 or by email at customercare@napower.com. Please contact us at this address or phone number to resolve any disputes regarding this Contract. North American Power's website is: www.napower.com.

For emergencies relating to your service, please call your Local Utility as applicable:

BGE at 1-800-685-0123

Potomac Electric Power Company at 1-877-737-2662 for outages and at 202-872-3432 for downed wires and other life threatening emergencies.

For more information regarding deregulation please contact the:

Maryland Public Service Commission at 1-800-492-0474 or on the web at <http://www.psc.state.md.us>.

The Maryland Attorney General's Office website address is www.oag.state.md.us and their toll-free number is: 1-888-743-0023.