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

Price	**50.9 cents per Therm** The Fixed Price may be revised during the Fixed Price Period in the case of a Change in Law/Regulatory Change as described in the attached Terms and Conditions.
Fixed or Variable	**Fixed; 12 Months.** After the Fixed Price Period, unless Customer cancels the Agreement by notifying NAP, the Agreement will automatically renew on a month to month Variable Rate. The Variable Rate will be determined by NAPG for each month at its sole discretion based on business and market conditions including, but not limited to, the costs incurred by NAPG to procure natural gas to serve your account, transportation costs, balancing fees, storage charges, losses, administrative costs, costs to acquire, marketing costs, profit, applicable taxes, and other business and market considerations.
Length of the Agreement and end date	This Agreement will begin on the next applicable meter read date after the Utility processes your enrollment and the Fixed Price Period will end **12** months after that date ("Fixed Price Period End Date"), subject to the automatic renewal described in this Customer Disclosure and the attached Terms and Conditions.
Process customer may use to rescind the Agreement without penalty	If you are a residential customer, you may rescind this Agreement without paying an early termination fee by contacting NAP at the Contact Information provided in the attached Terms and Conditions within 3 business days after receiving this Agreement. Please provide your 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 Fixed Price Period (in the case of residential customers, after the applicable 3-day rescission period), NAP will have the right to charge you an early termination cost recovery fee. Such fee will be $10.00 per month for each month remaining in the Fixed Price Period, but will not exceed $100.00 for any Agreement with a remaining Fixed Price Period of 12 months or less, or $200.00 for any Agreement with a remaining Fixed Price Period of more than 12 months.
Amount of Late Payment Fee and method of calculation	If you do not pay your bill on time, you may be subject to termination of your natural gas supply services and the suspension of your supply services under procedures approved by NYPSC. If NAP directly invoices you, you are required to pay NAP's invoices within 20 days after 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, you will be required to pay a $25.00 fee for each occurrence. Failure to make full payment of NAP charges due on any consolidated bill prepared by your Utility may be grounds for disconnection of Utility services and natural gas supply service in accordance with NYPSC rules and regulations on the termination of service.
Provisions for renewal of the Agreement	We will inform you in writing, not less than 30 days and not more than 60 days before the end of the Fixed Price Period of this Agreement, of any renewal terms and your option to reject the renewal terms ("Renewal Notice"). If you do not choose a renewal term and you do not cancel this Agreement by the date set forth in the Renewal Notice, this Agreement will automatically continue on a month-to-month basis at a Variable Rate, determined as described herein, at the end of the Fixed Price Period. You will not be charged a termination fee if you object to such renewal within 3 business days after you receive the first billing statement under this Agreement as renewed by providing notice to NAP by email, U.S. Mail or by phone at the Contact Information in this Agreement. You may also cancel this Agreement at any time while on a month-to-month Variable Rate without being charged an early termination fee.
Conditions under which savings to the customer are guaranteed	No savings are guaranteed as the Utility price may vary during the term of this Agreement.

THIS AGREEMENT CONTAINS AN ARBITRATION CLAUSE AND A CLASS ACTION WAIVER THAT WILL AFFECT CUSTOMER'S LEGAL RIGHTS. PLEASE REVIEW CAREFULLY.

Service. NORTH AMERICAN POWER AND GAS, LLC ("NAP" or "North American Power") shall supply the Customer's natural gas pursuant to the Customer Disclosure Statement, Enrollment Form or Introductory Letter and these Terms and Conditions (collectively, the "Agreement") beginning on the first scheduled meter reading by the Local Distribution Utility ("LDU" or "Utility") after the LDU processes Customer's enrollment. By executing, approving and/or not rescinding this Agreement under NAP's terms, Customer agrees to initiate service and authorizes NAP to begin enrollment, and agrees to be legally bound without limitation, qualification or change and to abide by this Agreement. This Agreement, including the Customer Disclosure Statement and Terms and Conditions, along with the Enrollment Form or Introductory Letter, (i) describes your and NAP's responsibilities and, among other things, contains an arbitration clause and class action waiver that waives each of your and NAP's rights to sue in court (other than individually in small claims court), to trial by jury, and to participate in a class action and (ii) comprises your entire agreement with NAP and supersedes any oral or written statements made in connection with this Agreement or your natural gas supply. In this Agreement, the words "we," "us," and "our" refer to North American Power, and the words "you" and "your" refer to Customer.

Certain Notices and Representations. 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 your LDU. NAP is not your LDU. Your LDU will continue to perform the following functions: deliver natural gas, read meter, send bill, and make repairs. Your LDU will also respond to emergencies and provide other traditional utility services. You understand that you are not required to choose a competitive supplier, and may continue to have the LDU supply your natural gas. You represent that you are at least 18 years old and fully authorized to enter into this Agreement and make changes to the account listed in the Enrollment Form or Introductory Letter.

Term. The term of this Agreement will begin on the next applicable meter read date after the LDU processes your enrollment and will continue until the end date specified in the Customer Disclosure Statement (the "Fixed Price Period") unless terminated earlier or renewed in accordance with its terms. Following expiration of the Fixed Price Period, this Agreement is subject to automatic renewal on a month-to-month basis as described in the Renewal section of these Terms and Conditions.

Termination/Cancellation. If you are a residential customer, you may cancel within 3 business days after receiving this Agreement (the "Cancellation Period") without penalty or cancellation fee by contacting NAP at its contact information listed in the Contact Information section or by contacting your Utility. If you terminate this Agreement during the Fixed Price Period and after the Cancellation Period, NAP will have the right to charge you an early termination cost recovery fee ("ETF"). Such fee will be $10.00 per month for each month remaining in the Fixed Price Period, but will not exceed $100.00 for any Agreement with a remaining Fixed Price Period of 12 months or less, or $200.00 for any Agreement with a remaining Fixed Price Period of more than 12 months. If you submit a termination request and the next meter read is more than 15 days away, you may request a special meter read, which is typically subject to a service charge. You will be liable for any such service charge, and for all of NAP's charges for service to you while you are returning to the LDU or selecting another supplier. A bill will be rendered approximately 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. NAP may terminate this Agreement by providing 15 days' written notice to you.

Renewal. NAP will send you a renewal notice in writing not less than 30 days and not more than 60 days before the end of the Fixed Price Period of this Agreement with your renewal terms ("Renewal Notice"). If you do not choose a renewal term and you do not cancel the Agreement by the date set forth in the Renewal Notice and within the LDU's time frame to effectuate a change in plan, this Agreement will automatically continue on a month-to-month basis at a Variable Rate at the end of the Fixed Price Period. You will not be charged an ETF if you object to such automatic renewal within 3 business days after you receive the first billing statement under this Agreement (as renewed), so long as you provide notice to North American Power by email, U.S. Mail or by phone using the Contact Information in this Agreement. In addition, you may cancel this Agreement at any time while on a Variable Rate without paying an ETF.

Fixed Price. NAP's price for all natural gas sold under this Agreement shall be fixed for the Fixed Price Period indicated on the Disclosure Statement, and is guaranteed not to change during such Fixed Price Period except in the case of a Change in Law/Regulatory Change as described below. Such Variable Rate will be determined by NAP for each month at its sole discretion based on business and market conditions including, but not limited to, the costs incurred by NAP to procure natural gas to serve your account, transportation costs, balancing fees, storage charges, losses, administrative costs, costs to acquire, marketing costs, profit, applicable taxes, and other business and market considerations. You can contact NAP at any time by phone to find out your current Variable Rate. You may cancel this Agreement at any time while on a Variable Rate without paying an ETF. You are not guaranteed savings over the Utility price pursuant to this Agreement, as the Utility price may vary during the term of this Agreement.

Billing and Payment. Unless otherwise agreed to in writing, NAP or the LDU will invoice every month or every other month for natural gas supplied under this Agreement. Your monthly/bimonthly bill will be calculated by multiplying (i) the price of natural gas by (ii) the amount of natural gas used in the billing cycle (as determined by your Utility) plus (iii) applicable taxes, fees, and charges levied by the LDU for distribution and other services. 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 LDU. You will pay each invoice in full within 20 calendar days of the invoice date or be subject to a late payment charge of 1.5% per month. In most cases you will receive a single invoice for both commodity and delivery costs from the LDU. Customer payments remitted in response to a consolidated bill shall, to the extent required, be pro-rated in accordance with procedures adopted by the NYPSC. In the event you fail to provide payment when due, NAP shall have the right to terminate service under this Agreement upon 15 calendar days' written notice. Failure to make full payment of NAP charges due on any consolidated bill prepared by the LDU for NAP may be grounds for disconnection of utility services and commodity service in accordance with NYPSC rules and regulations regarding the termination of service. A $25 fee will be charged for all returned payments. **NAP reserves the right to pass along increases in charges which are a result of a Regulatory Change as described in the Change of Law/Regulatory Change section of these Terms and Conditions.**

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, including but not limited to Utility tariff or policy changes. **If during the term of this Agreement there is a change in, or change in interpretation of, any law, rule, regulation, tariff, or regulatory structure, including, but not limited to, any order or action of the NYPSC, your Utility, the Federal Energy Regulatory Commission (FERC), or any other body having authority over natural gas markets, NAP or this Agreement, (each of these, a "Regulatory Change"), which affects NAP's ability to provide you with service under this Agreement consistent with 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 upon 30 days' written notice.**

Agency. You hereby appoint NAP as agent for the purposes of acquiring the supplies necessary to meet your natural gas needs and arranging to deliver natural gas to you.

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 you.

Acceptance and Amendments. NAP may amend the terms of this Agreement (other than price) at any time, consistent with any applicable law, rule or regulation, by providing notice to you of such amendment at least 30 days prior to the effective date thereof. Any change to this Agreement, other than the Fixed Price provision, shall require your affirmative consent, documented under one of the three methods specified in the NYPSC Uniform Business Practices.

Emergency Service Contacts. In the event of a natural gas outage 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 Electric	1-877-434-4100
National Grid	1-800-892-2345
Consolidated Edison	1-800-752-6633
NYSEG	1-800-572-1131

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. You should contact NAP by telephone or in writing as provided below in NAP's Contact Information. The dispute or complaint relating to a residential customer may be submitted by either party at any time to the NYPSC pursuant to its Complaint Handling Procedures ("Procedures") by calling 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. You must pay the bill in full, except for the specific disputed amount, during the pendency of the dispute. **ALL CLAIMS OF ANY KIND ARISING OUT OF, RELATING TO OR IN CONNECTION WITH THIS AGREEMEN THAT ARE NOT RESOLVED THROUGH THIS PROCESS WILL BE HANDLED PURSUANT TO THE BINDING ARBITRATION; CLASS ACTION WAIVER PROVISION BELOW.**

Binding Arbitration; Class Action Waiver. In the unlikely event that you have any complaint or other dispute that is not resolved by NAP or the NYPSC to your satisfaction, or that we have a dispute with you and are unable to resolve it informally, **we each agree to resolve such a dispute through binding arbitration before the American Arbitration Association ("AAA") under the Federal Arbitration Act ("FAA") or small claims court, instead of before any other court. We each agree to arbitrate solely on an individual basis, and understand and agree that this Agreement does not permit class arbitration or any claims brought as a plaintiff or class member in any class or representative arbitration proceeding. The arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.**

YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND NAP ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION OR TO SUE IN COURT (OTHER THAN AN INDIVIDUAL ACTION IN SMALL CLAIMS COURT AS DESCRIBED HEREIN).

a. Scope. The term "dispute" includes any claim or controversy between you and us concerning or related to your Agreement with us and the electricity or gas supply you receive from us under that Agreement, under any legal theory including contract, warranty, tort, statute or regulation. This includes any dispute concerning arbitrability or the existence, scope, validity, construction or enforceability of this Agreement; such disputes shall be resolved by the arbitrator and you and NAP each waive the right to have these matters resolved by any court, including by a jury trial. Notwithstanding the arbitrator's power to rule on its own jurisdiction and the validity or enforceability of the agreement to arbitrate, the arbitrator has no power to rule on the validity or enforceability of the agreement to arbitrate solely on an individual basis.

b. Notice of Dispute. If you have a dispute that has not been resolved by NAP or the NYPSC, send a Notice of Dispute by U.S. Mail to NAP at the NAP Contact Information below with your name, address, contact information, summary of the dispute, and how you would like the dispute resolved. We will do the same with you. If we have not resolved the dispute within 60 days after that notice is sent, either of us may start an arbitration.

c. Small Claims Court Option. As an alternative to arbitration, you may bring an individual case in your county of residence or where you do business or [Fairfield County, CT, if you meet the court's requirements, so long as it remains an individual case in that court . You may, but are not required to, mail us a Notice of Dispute and give us 60 days to resolve the dispute with you before filing in small claims court.

d. Arbitration Procedure. The AAA will conduct arbitration under its Commercial Arbitration Rules or, if you are an individual and the electricity or gas supplied under this Agreement is for personal or household use, or if the value of the dispute is $75,000 or less whether or not you are an individual or how you use the supply, its Consumer Arbitration Rules, in each case as modified by this Agreement. For more information, see www.adr.org. To start an arbitration, submit the appropriate form available at https://www.adr.org/Rules to AAA and mail a copy to us. In a dispute involving $25,000 or less, any hearing will be by telephone unless the arbitrator finds good cause to hold an in-person hearing instead. Any in-person hearing will take place in your choice of your county of residence or principal place of business or our principal place of business, Fairfield County, CT. The arbitrator may award the same damages to you individually as a court could. This Binding Arbitration; Class Action Waiver section shall survive termination or expiration of this Agreement.

NAP Contact Information. You may contact NAP by telephone at 1-888-313-9086 Monday to Friday, 9AM EST to 5PM EST or email at customercare@napower.com, or by writing to us at 1500 Rankin Road, Ste. 200, Houston, TX 77073. If you call NAP during business hours regarding a utility emergency, you will either be transferred directly to the LDU or given the number of the LDU for you to call the LDU directly. If you call outside of these hours you will be given the LDU emergency phone number to call. If you call NAP outside of normal business hours you will be prompted to call back during normal business hours.

Customer Protections. The services provided by NAP to you are governed by the terms and conditions of this Agreement. This Agreement is governed by the Home Energy Fair Practices Act ("HEFPA"). NAP will provide at least 15 days' notice prior to the cancellation of service to you. You may obtain additional information by contacting NAP 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.

Default Liability. Under no circumstances shall you or NAP be liable for any punitive, incidental, consequential, exemplary or indirect damages, or damages associated with third-party claims, whether such damages or claims are based on contract, warranty, tort, negligence, strict liability or otherwise, or for lost profits arising from a breach of this Agreement; provided, however, that such limitation shall not affect your obligation to pay an ETF where required under this Agreement. You acknowledge and agree that title passes from NAP to you at the Point of Delivery as described above, your Utility is exclusively responsible for the natural gas transmission and delivery system, and that NAP has no independent control over your Utility's systems and will have no liability for any of its acts or omissions.

No Warranties. UNLESS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, NAP PROVIDES AND YOU RECEIVE NO WARRANTIES, EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE AND NAP SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Force Majeure. Notwithstanding any other provision of the Agreement, if we are unable to carry out any obligation under the Agreement due to a Force Majeure

the Agreement will remain in effect but such obligation will be suspended for the duration of the Force Majeure, so long as we use commercially reasonable efforts to remedy our inability to perform. “Force Majeure” means an event not within our reasonable control that we are unable to prevent or overcome in a commercially reasonably manner by the exercise of due diligence. Force Majeure includes, but is not limited to, acts of God; fire; war; terrorism; flood; earthquake; civil disturbance; sabotage; facility failure; strike; curtailment, disruption or interruption of distribution, transmission, or supply; declaration of emergency by the LDU; or any act or omission of a third party not under our control.

Taxes. 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 your performance of your obligations under this Agreement, shall be paid by you.

Assignment. You may not assign your 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 and in NAP’s sole discretion. NAP may assign this Agreement to another natural gas supplier, energy services company, or other entity authorized by the NYPSC. NAP must provide you 30 days’ notice before the next meter reading prior to the assignment of this Agreement to another service provider. Upon such assignment, you agree that NAP shall have no further obligations hereunder.

Authorization. You authorize NAP to obtain and review information including, but not limited to your credit history from credit reporting agencies, and LDU information including, but not limited to, consumption history and future natural gas usage, standard offer service type, billing determinants, credit information, payment information, public assistance status, existence of medical emergencies, status as to whether you have a medical emergency, are 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 natural gas supply service to you. Your execution of this Agreement shall constitute authorization for the release of this information to NAP, and to third parties who need to use or be aware of such information in connection with your natural gas supply services, as well as to NAP’s affiliates, agents, contractors and subcontractors for any billing, collection and/or marketing purposes. This authorization will remain in effect so long as this Agreement is in effect. You may cancel this authorization at any time by providing written notice thereof to NAP or calling NAP at 1-888-313-9086. NAP reserves the right to cancel this Agreement in the event you rescind this authorization.

UCC. Except as otherwise provided for in this Agreement, the provisions of the Uniform Commercial Code (“UCC”) of New York shall govern this Agreement and natural gas shall be deemed a “good” for purposes of the UCC.

Severability. If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force without being invalidated in any way.

No Waiver. No partial performance, delay or failure on the part of NAP to exercise any rights under this Agreement and no partial or single exercise of rights shall constitute a waiver of such rights or any other rights under this Agreement.

Miscellaneous. You will promptly notify NAP if there are any material changes in your natural gas consumption. There may be a delay before Customer LDU switches Customer natural gas supply to NAP; NAP is not responsible for any such delays.