

DISCLOSURE STATEMENT OF TERMS OF SERVICE

20 Glover Avenue, Norwalk, CT 06851

License Number is A-2010-2174743

THIS STANDARD SERVICE AGREEMENT ("Agreement") will authorize North American Power and Gas to serve as the Customer's retail electricity supplier in the territory of PPL, PECO, Duquesne Light, West Penn Power, Metropolitan Edison Company, Penn Power, and/or Pennsylvania Electric Company (each referred to as the "Electric Distribution Company" or "EDC" or "Local Utility"). The services provided by North American Power and Gas to the Customer are governed by the terms of this Agreement

BACKGROUND: We at North American Power and Gas are licensed by the Pennsylvania Public Utility Commission ("PPUC") to offer and supply electric generation service in Pennsylvania. Our PPUC license number is A-2010-2174743. North American Power and Gas will supply all the electricity that the Customer needs for its home or business ("Supply Service"). North American Power and Gas is a retail supplier of electricity and is not affiliated with the Customer's Local Utility. You will receive a single bill from the Local Utility for their charges and our charges. The Local Utility also will respond to emergencies and will remain the Customer's point of contact in the case of a power outage. North American Power and Gas sets the generation prices and charges that you pay. The Public Utility Commission ("PPUC") regulates distribution prices and services from your Local Utility. The Federal Energy Regulatory Commission regulates transmission prices and services.

RIGHT OF RESCISSION: Customer has the right to rescind this Agreement within three (3) business days after the date on which the Customer enrolls with North American Power and Gas. To rescind this Agreement, please call (888) 313-9086 or email us at customer@napower.com.

DEFINITIONS: Distribution charges are basic service charges for delivering electricity over the distribution system to the home or business from the transmission system. Generation Charge is the charge for production of electricity. Transmission Charge is the charge for moving high voltage electricity from a generation facility to the distribution lines of an electric distribution company.

TERM: The initial term of the Contract will be **8 months (the "8 Month Plan")** based on your election, beginning on the starting date that is the next meter read date after the EDC processes your enrollment (the "Starting Date"). Your switch to NAP as your electric generation supplier may take up to ninety days (90) days to take effect. The Customer's rate includes generation charges and transmission charges, and estimated current total state taxes, including current Gross Receipts Taxes, but excludes applicable state and local sales taxes.

FIXED PRICING: By choosing the **8 Month Plan**, your price for electric generation service will be **11.64 cents per kWh** from the Starting Date through the meter read date **8 months** after the Starting Date. This fixed price includes generation charges (as defined below), transmission charges (defined below), and gross receipt taxes. This fixed price does not include distribution charges (as defined below) or other EDC charges (which will be invoiced by the EDC), 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.

NET METERING: If Customer currently owns or plans to install during the term of this Agreement eligible renewable electrical generating facilities generating renewable energy to supply all or part of Customer's electricity usage and such generating facility is or will be net metered by Customer's EDC, Customer will notify NAP in order for NAP to properly enroll and service your account.

BILLING AND PAYMENTS: The Customer will still receive one monthly bill from its EDC for the Electric Supply Service provided by North American Power and the Distribution Service provided by its EDC. The Customer will continue to pay its EDC directly on the due date as established by the Customer's EDC. The Customer should direct any questions regarding the bill to its EDC. See "Contact Information" below for EDC contact information. If the EDC is unable to read the Customer meter, the EDC 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 EDC accepting NAP's enrollment of the Customer account for consolidated billing by the EDC. If the Customer is not eligible for consolidated billing, the Customer is required to remedy that restriction with the EDC before NAP can serve such Customer. Should the EDC 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. **The Customer will no longer be eligible for consolidated billing by the EDC if there are any arrears for payment for sixty (60) or more days, at which point NAP reserves the right to terminate this Agreement.** The Customer will be billed additional charges from the EDC consistent with its filed tariffs, including but not limited to taxes and charges to transmit and distribute the electricity to the Customer's home. The Customer is responsible for paying any new or increased taxes, 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 taxes, fees or other charges are imposed. NAP reserves the right to change billing methods, at any time and at NAP's sole and absolute discretion.

LATE OR INSUFFICIENT PAYMENT: When the EDC issues the Customer a consolidated bill, all invoiced balances not paid in full by the due date are subject to the EDC's late payment policies and procedures. **If NAP directly invoices the Customer, the Customer is required to pay NAP invoices within 20 days from the invoice date and NAP reserves the right to charge the Customer interest for any past due invoice amount, at 1.5% per month, or the highest amount permissible under applicable law, whichever is more.** In addition, the Customer agree to pay NAP its costs incurred in collecting amounts owed us, including but not limited to reasonable attorney's fees and returned check charges. If the Customer makes a payment for an amount less than the total amount due, NAP has the right to accept such payment without prejudice to any other rights or

remedies that it may have against the Customer. In any case, NAP may apply it to the Customer account(s) as a partial payment.

RENEWAL NOTICE AND NOTIFICATION OF CHANGES: THIS CONTRACT WILL AUTOMATICALLY RENEW AS DESCRIBED IN THIS SECTION. IN ORDER TO CANCEL BEFORE AN AUTOMATIC RENEWAL OF THIS CONTRACT, PLEASE NOTIFY US IN WRITING OR BY PHONE AS DESCRIBED IN THIS SECTION. Unless terminated earlier as provided in "Termination" Section, if you have a fixed term agreement with us and it is approaching the expiration date, or whenever we propose to change our terms of service in any type of agreement, you will receive written notification ("contract renewal notice") from us in each of the last two bills for electricity supply service charges or in corresponding separate mailings that precede either the expiration date or the effective date of the proposed changes. We will explain your options to you in these two advance notifications. UNLESS YOU NOTIFY US THAT YOU DON'T WANT TO RENEW THIS CONTRACT IN WRITING OR BY CALLING US AT (888) 313-9086 NO LATER THAN 30 DAYS AFTER THE DATE YOU RECEIVE THE SECOND CONTRACT RENEWAL NOTICE, YOU WILL BE DEEMED TO HAVE IRREVOCABLY AND UNCONDITIONALLY AGREED TO RENEW THIS CONTRACT ON THE TERMS AND CONDITIONS SET FORTH IN THE RENEWAL NOTICE. YOU MAY, HOWEVER, TERMINATE THE CONTRACT DURING ANY RENEWAL PERIOD AT ANY TIME WITHOUT INCURRING AN EARLY TERMINATION FEE, AT WHICH TIME WE WOULD RETURN YOUR ACCOUNT AT THE NEXT APPLICABLE METER READ DATE TO BEING SUPPLIED BY THE EDC UNLESS YOU HAVE SELECTED ANOTHER ELECTRIC GENERATION SUPPLIER.

EMERGENCY: In the event of an emergency such as a power outage, the Customer should call its Local Utility listed in the Contact Information section of this Agreement.

ASSIGNMENT: North American Power and Gas reserves the right to assign the Supply Service and this Agreement at the discretion of North American Power and Gas at any time without notice.

CUSTOMER INFORMATION AND RELEASE: The Customer agrees to allow its Local Utility to release certain information to North American Power and Gas that will be needed to provide electric supply to the Customer. This may include, but is not limited to, Customer historical and future usage, payment history and credit information, service address, 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 reserve 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.

CUSTOMER COMPLAINTS: If the Customer has any questions or concerns regarding this Agreement or the electric supply provided by North American Power and Gas, they should call (888) 313-9086. If the Customer is not satisfied with North American Power and Gas's attempt to resolve the problem, the Customer may seek assistance from the PPUC or request information from the PPUC regarding consumer protection rights under this Agreement. See "Contact Information" below for the PPUC's contact information.

TERMINATION

Termination by Customer: The Customer shall be obligated to pay for the electricity provided by North American Power according to this Agreement prior to the effective date of any termination. **The Customer may terminate this Agreement without an early termination fee by written notification to North American Power at least thirty (30) days prior to the intended termination date, provided that the Customer pay for the usage incurred until the Customer account(s) have been switched by the EDC.** The termination will not become effective until the Customer's EDC successfully switches the Customer to the new service provider of the Customer's choice. To terminate this Agreement, please contact NAP at its contact information listed in the Contact Section of this Agreement. Until that occurs, the Customer's obligations under this Agreement remain in full force and effect. The delivery of electricity to Customer cannot be terminated or interrupted by the Utility as a result of any dispute between NAP and the Customer but may be terminated by the Utility for nonpayment of Utility charges in accordance with applicable law. If the Utility purchases the right to receive Customer's payments under this Agreement, Customer's payment obligations may become Utility charges for purposes of termination of service.

Termination by NAP: The Agreement may be canceled for the following reasons: (i) non-payment: if your electric service is terminated by your electric distribution company, then this agreement is cancelled on the date that your service is terminated. (ii) company-initiated cancellation: if we cancel this agreement for any reason other than customer non-payment, we will follow applicable rules in providing notice to you. (iii) any breach of this Contract upon 30 days prior written notice to Customer of such termination. (iv) NAP may also terminate this Contract upon 30 days' prior written notice to you due to a change in law or other act beyond our reasonable control or if we are no longer able to serve you.

LIMITATIONS ON WARRANTY AND DAMAGES: You understand and agree that there are no warranties, either express or implied, associated with the electricity supply service provided by North American Power and Gas. North American Power and Gas will bear no liability to you or any third party for consequential, punitive, incidental, special or other indirect damages.

CONTACT INFORMATION:

North American Power and Gas

20 Glover Avenue
Norwalk, CT 06851
www.napower.com

For Customer Service:
Telephone: 1-888-313-9086
Email: customercare@napower.com

In the event of a power outage, problem with your electric meter or other service need, please contact your Local Utility at the phone number/address listed below:

Utility	Address	Phone Number for Outages and Emergencies	Universal Service Program
PPL Electric Utilities	827 Hausman Road Allentown, PA 18104-9392	1-800-342-5775	1-800-358-6623
PECO	2301 Market Street P.O. Box 8699 Philadelphia, PA 19101	1-800-841-4141	1-800-774-7040
Duquesne Light	411 Seventh Avenue (6-1) Pittsburgh, PA 15219	1-888-393-7000	1-888-393-7600
Metropolitan Edison	P.O. Box 3687 Akron, OH 44309	1-888-544-4877	1-800-545-7741
Penn Power	P.O. Box 3687 Akron, OH 44309	1-888-544-4877	1-800-720-3600
PenElec	P.O. Box 3687 Akron, OH 44309	1-888-544-4877	1-800-545-7741
West Penn	P.O. Box 3615 Akron, OH 44309	1-888-544-4877	1-800-686-0021

The Pennsylvania Public Utility Commission can be reached at:

Pennsylvania Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17105-3265
<http://www.puc.state.pa.us/>
Choice Hotline Number: 1-800-692-7380