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

Price	**11.14** cents per kWh For 100% renewable energy certificates the price is 1.95 cents per kWh above the market rate.
Fixed or Variable	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 enrollment and the end date for North American Power supply service will be after **12** billing cycles.
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 electricity 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 ($25.00) dollar 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 electricity 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 not more than 60 days before the end of the current term of Customer Agreement, or 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 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 express consent for renewal.
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.

Service. Customer will begin receiving electricity at the time of the first scheduled meter reading by the Local Distribution Utility ("LDU") 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 ("NAP" and/or "North American Power") shall supply the customer's electricity pursuant to this Agreement. By executing, approving and/or not rescinding this Agreement under NAP's terms or the utility's ESCO Referral Program, Customer agrees to initiate service and begin enrollment. By enrolling with NAP, Customer acknowledges that this agreement is an agreement to initiate electricity supply services with NAP. 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 electricity 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 electricity and not Customer's LDU. Customer's LDU will continue to perform the following functions; deliver electricity, 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 electricity.

Term. The term of this Sales Agreement will begin on the next applicable meter read date after the LDU processes Customer enrollment and will continue until the end date specified in the Disclosure Statement above unless this Sales Agreement is renewed or terminated pursuant to Termination section of this Agreement . Upon completion of any initial or renewal term of this Agreement, the Agreement will automatically renew on a month to month variable market rate basis 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 customers 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.

Open Price. Approximately each month the customer bill will be calculated by multiplying (i) the price of electricity by (ii) the amount of electricity used in the billing cycle plus (iii) applicable taxes, fees, and charges levied by the utility for distribution and other services. NORTH AMERICAN POWER's price for all electricity sold under this Agreement shall be fixed for the term indicated on the Disclosure Statement above, and is guaranteed not to change for the term listed on the Disclosure Statement or any renewal notice. Variable market based rates will be calculated on the method stated above to include any market prices for commodity, transportation, balancing fees, storage charges, NORTH AMERICAN POWER fees, profit, line losses plus applicable taxes, and any other charges or fees imposed by the utility or other entity having such authority to impose any such charges. .

Agency. Customer hereby appoints NAP as agent for the purposes of acquiring the supplies necessary to meet Customer's electricity needs and arranging to deliver electricity to customer.

Title. All electricity sold under this Agreement shall be delivered to a location considered the "Point of Delivery," which for electricity shall be at the NY ISO NORTH AMERICAN POWER load bus, and shall constitute the point at which the sale occurs and title passes from NORTH AMERICAN POWER to the Customer.

Measurement. The measurement of the quantity of electricity delivered under this Agreement shall be determined by the meter readings and/or estimates performed by the LDU.

Billing and Payment. Unless otherwise agreed to in writing, NAP or LDU will invoice monthly for electricity supplied under this Agreement. 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. In most cases Customer should 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 Customer fails to provide payment when due, NAP shall have the right to terminate commodity service upon fifteen (15) calendar days written notice to the Customer. Failure to make full payment of NAP charges due on any consolidated bill prepared by the LDU for NAP 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 NYPSC. 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 Public Service Commission, LDU, NY-ISO, any regional transmission authority, FERC (Federal Energy Regulatory Commission) orders or actions or any other body having authority.

Cancellation Process. If Customer is a residential customer, Customer may cancel within 3 business days of receipt of 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. If Customer terminates this Agreement during the Initial Term or any subsequent Renewal Term after the applicable cancellation period, Customer will pay an early termination cost recovery fee ("ETF"). 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.

Acceptance and Amendments. NORTH AMERICAN POWER 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 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 require the Customer's affirmative consent, documented under one of the three methods specified in the NYPSC Uniform Business Practices.

Emergency Service Contacts. In the event of an electric power 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
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

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 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. Customer must pay the bill in full, except for the specific disputed amount, during the pendency of the dispute.

NAP Contact Information. Customer 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 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.

Customer Protections. The services provided by NORTH AMERICAN POWER to Customer 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 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.

Default Liability. Under no circumstances shall Customer or 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.

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.

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 NAP SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Force Majeure. North American Power will make commercially reasonable efforts to provide electricity hereunder but North American Power does not guarantee a continuous supply of electricity to you. Certain causes and events out of the control of North American Power ("Force Majeure Events") may result in interruptions in service. North American Power will not be liable for any such interruptions caused by a Force Majeure Event, and North American Power is not and shall not be liable for damages caused by Force Majeure Events. Force Majeure Events shall include acts of God, fire, flood, storm, terrorism, war, civil disturbance, acts of any governmental authority, accidents, strikes, labor disputes or problems, required maintenance work, inability to access the LDU system, non-performance by the LDU (including, but not limited to, a facility outage on its electricity distribution lines), changes in laws, rules, or regulations of any governmental authority or any other cause beyond North American Power's control. The term "Force Majeure" as used in this Agreement shall also mean any act or cause not reasonably within the control of NORTH AMERICAN POWER and which by the exercise of due diligence, NORTH AMERICAN POWER is unable to prevent or overcome, including, but not limited to, any act or cause which is deemed a "Force Majeure" by the Utility or any transportation or transmitting entity. If NORTH AMERICAN POWER 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 in writing 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 NORTH AMERICAN POWER shall be relieved of liability and shall suffer no prejudice for failure to perform the same during the period. If NORTH AMERICAN POWER claims suspension of obligations, we must in good faith attempt to mitigate and/or terminate the Force Majeure. If at some future date there is a change in any law, rule, regulation or pricing structure whereby NORTH AMERICAN POWER is prevented, prohibited or frustrated from carrying out the terms of the Agreement, then, at the sole discretion of NORTH AMERICAN POWER this Agreement may be cancelled.

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 future legislation, orders, rules, regulations of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided herein.

Assignment. The Customer may not assign its interest or obligations under this Agreement without the written consent of NORTH AMERICAN POWER. NORTH AMERICAN POWER 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 authorized by the NYPSC. NORTH AMERICAN POWER must provide the Customer 30 days' notice before the next meter reading prior to the assignment of this Agreement to another service provider. Upon such assignment, Customer agrees that NORTH AMERICAN POWER shall have no further obligations hereunder.

Authorization. Customer authorizes NORTH AMERICAN POWER to obtain and review information including, but not limited to the customer's credit history from credit reporting agencies, and LDU information including, but not limited to, consumption history and future electricity usage, standard offer service type, 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 NORTH AMERICAN POWER to determine whether it will commence and/or continue to provide energy supply service to Customer. Customer's execution of this Agreement shall constitute authorization for the release of this information to NORTH AMERICAN POWER, and to third parties who need to use or be aware of such information in connection with Customer electric generation services, as well as to its affiliates and subcontractors for any billing, collection and/or marketing purposes. 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 NORTH AMERICAN POWER or calling NORTH AMERICAN POWER at 1-888-313-9086. NORTH AMERICAN POWER reserves the right to cancel this Agreement in the event Customer rescinds the authorization.

Miscellaneous. Customer will promptly notify NAP if there are any material changes in Customer's energy consumption. For purposes of accounting, both parties, accept the quantity, quality and measurements determined by Customer's LDU. Except as provided by law Customer will pay all taxes due and payable with respect to customer obligations under this agreement. This agreement and the Enrollment Form or Welcome Letter reflect Customer's entire agreement with NAP and supersede any oral or written statements made in connection with this agreement or Customer electricity supply. This agreement is subject to any future legislation, orders, rules, regulations, or Customer LDU tariff or policy changes. There may be a delay before Customer LDU switches Customer electricity supply to NAP; NAP is not responsible for any such delays.