

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

NORTH AMERICAN POWER AND GAS, LLC

Terms and Conditions of Service

These Terms and Conditions of Service, together with the Disclosure Statement (collectively, the "Agreement"), (i) describe your and North American Power and Gas, LLC's ("NAPG") responsibilities and, among other things, contain an arbitration clause and a class action waiver that waives the right of you and NAPG to sue in court (other than individually in small claims court), to trial by jury and to participate in a class action; and (ii) outline the complete agreement between NAPG and you, and supersede any oral or written statements made in connection with this Agreement or your natural gas supply. By accepting service under this Agreement and not cancelling or rescinding following receipt of this Agreement, you agree to be bound without limitation, qualification or change and to abide by this Agreement. This Agreement is subject to all applicable Georgia laws, the Georgia Public Service Commission's ("GPSC") rules and regulations applicable to retail natural gas service, and the GPSC-approved tariff for the electing distribution company, Atlanta Gas Light ("AGL" or "Utility"). In this Agreement, the words "us" and "our" refer to NAPG, and the words "you" and "your" refer to Customer.

1. Definitions

Atlanta Gas Light (AGL) – The utility that owns and operates the gas pipeline system, serves and reads your gas meter, and responds to gas leaks and other emergencies. AGL is regulated by the GPSC.

Georgia Public Service Commission (GPSC) – The state agency that oversees the natural gas market in Georgia.

North American Power and Gas, LLC (NAPG) – A natural gas marketer, certificated by the GPSC to serve natural gas customers in the AGL service territory.

Residential Customer – A customer that consumes natural gas primarily for personal, family, or household purposes.

2. Acknowledgements

You have selected NAPG to supply natural gas service to your residence, and in so doing, you acknowledge that you are 18 years of age or older, that you are authorized to enter into this Agreement at the address you provided for service, and that all information provided for service is accurate and true.

3. Enrollment

To request service with NAPG, you must contact our customer service center by telephone or enroll online at www.napower.com. In some instances, NAPG may require a request for service in writing. Acceptance of your request for service does not guarantee service, and you understand that NAPG may deny your application. Enrollment with NAPG for natural gas service is for a particular location, and if you wish to establish service for another location, you must enroll separately for the new location.

If you are turning on service for the first time or at a new location, or after a disconnection, your Agreement with NAPG becomes effective on the date AGL turns on service.

If you are switching to NAPG from an existing marketer, and you sign up by the 15th day of a given month, your switch will typically become effective on the 1st day of the next month. If you enroll after the 15th day of the month, your switch may be delayed an additional month.

4. Pricing Plans

Your Disclosure Statement included as part of these Terms and Conditions of Service details the length of your plan, the rate per therm, and additional terms of your service.

- **Fixed Rate** - If your natural gas service is provided at a fixed rate, the price per therm and customer service charge will remain in effect for the term set forth in your Disclosure Statement ("Fixed Price Period"). A monthly customer service charge and state and local taxes will be charged in addition to your rate per therm. Additional charges under this plan may be assessed as described in the "Components of your Bill" section. Prior to the expiration of your Fixed Price Period, NAPG will notify you at least two times, and provide information on your options for a new rate plan. At least 60 days prior to the date of the Fixed Price Period's expiration, the first notification shall explain all present options including the option to seek another marketer. Additionally, a second written notification will be mailed separately from the bill, no later than 25 days prior to the expiration of the Fixed Price Period. This second notification shall include, but not be limited to, the expiration date of the current Fixed Price Period, the rate and terms of a fixed rate

Agreement being offered, and the type of rate plan, including the Terms and Conditions of Service, that you will be placed on if you do not contact NAPG to request a specific rate plan. If you do not make a selection prior to the expiration of your Fixed Price Period and within the AGL's time frame to effectuate a change in plan, your service will continue uninterrupted and you will be priced at a monthly variable rate plan until you select a different rate plan, cancel service, or switch to different marketer.

- **Variable Rate** - If your natural gas service is provided at a variable rate, your energy supply rate will be month-to-month, allowing either party to cancel at any time upon written notice consistent with this Agreement. 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. The AGL base charges may change month-to-month, pursuant to GPSC-approved calculations and/or seasonal changes and are billed monthly.

A monthly customer service charge and state and local taxes will be charged in addition to your rate per therm. Additional charges under this plan may be assessed pursuant to your actions, such as a late fee or reconnection fee. NAPG will not increase your monthly customer service charges or alter the terms of your service without providing you advance written notice of those changes at least 25 days prior to implementation.

5. Credit Policy and Deposits

NAPG typically performs a credit review on all customers establishing or reconnecting service. Review of your creditworthiness may impact your rate plan, customer service charge, and deposit requirement. If your request for service is declined, NAPG will send you a letter explaining the reason(s) for the decision.

NAPG may require a deposit as security for your service pursuant to a review of credit criteria and/or past payment history with NAPG. The deposit shall not exceed \$150.00 for a Residential Customer. NAPG reserves the right to assess a deposit for new and existing customers who do not meet NAPG's credit requirements. If a deposit is required, and your account remains in good standing for 6 months, including but not limited to timely payments for 6 months, NAPG will refund your deposit by applying a credit to your account, or upon your request, by check. NAPG shall pay interest on your deposit held 6 months or longer at a rate at least equal to the interest rate paid by the financial institution where the escrow account is located. If you maintain a deposit on your account and terminate service, your deposit will be refunded within 60 days. Deposits will not be refunded if you have an outstanding balance exceeding the amount of the deposit. If the outstanding or overdue balance is less than the deposit, NAPG will refund the difference. You are responsible for providing NAPG with a current mailing address to ensure a refund check is delivered to the correct location.

6. Right of Rescission and Cancellation of Service

You have a three-day right of rescission following the receipt of these Terms and Conditions and Disclosure Statement or, if applicable, after you are informed of a change in the terms of your service. To terminate service, please contact NAPG, and a customer service representative will confirm your request. If you fail to notify NAPG of your request to terminate service, service will continue until such notice is received, and you will be responsible for all charges incurred on the account until the date of termination, as determined by AGL. You are responsible for providing a current mailing address where written correspondence can be sent after your termination request is completed. If you are on a fixed rate plan, you may be charged an early cancellation charge for termination.

7. Components of Your Bill

Your NAPG bill will contain the following items:

AGL Base Charge – The AGL Base Charge is a pass through charge from AGL and is regulated and approved by the GPSC. The charge will not vary regardless of your marketer. The charge covers the costs of gas meters, local pipeline system, Ancillary Service, Dedicated Design Day Capacity, Peaking Service, Social Responsibility Rider, Environmental Response Costs, STRIDE, and Franchise Recovery Cost. The full monthly charge from AGL will be applied to your bill each month, even when you have a partial month of service. The AGL base charge will appear as one combined charge on your bill. The components of the AGL base charge are described below:

Customer Charge: A fixed monthly fee for gas connection to your home or business.

Ancillary Service: Covers the cost of meter reading.

Dedicated Design Day Capacity (DDDC): A charge that recovers costs associated with

delivering gas to your home or business.

Peaking Service: Covers the fixed cost of operating company-owned above ground storage facilities. This ensures an adequate supply of gas on the coldest day of the year. This service is only charged to customers in the Atlanta and Macon delivery groups.

Social Responsibility Fee: Covers the cost of funding the Senior Citizens Discount Program for low-income customers.

Environmental Response Cost (ERC) Recovery Fee: Recovers expenses related to cleanup of former manufactured gas plant sites.

Strategic Infrastructure Development and Enhancement (STRIDE): Covers the cost of specific GPSC-approved programs to maintain the integrity and reliability of the Atlanta Gas Light pipeline system.

Franchise Recovery Fee (FRF): Recovers fees paid by Atlanta Gas Light to local governments for the use of public rights-of-way for natural gas lines and other facilities.

Gas Charge – The Gas Charge is calculated based on the amount of gas used, measured in therms, and the price per therm in effect for the billing period.

Customer Service Charge – The Customer Service Charge covers the cost to maintain and service your account. The charge may vary based on creditworthiness, payment history, and/or service requirements. The full monthly charge will be applied to your bill, even when you have a partial month of service.

Sales Tax – All applicable federal, state, and local taxes applicable to your service. Late charges will not be taxed. If you are tax-exempt, it is your responsibility to provide NAPG with the necessary proof prior to commencement of service or immediately after tax-exemption becomes effective.

Turn On Charge – When you establish new service, a Turn On Charge, or connection charge, up to \$60.00 will be assessed, of which \$25.00 is an AGL pass-through charge. If your location requires a meter installation, the AGL pass-through charge is \$50.00.

Reconnection Charges – If your service is disconnected for non-payment, you will be assessed a reconnection charge up to \$75.00, of which \$25.00 is an AGL pass-through charge. A seasonal customer who voluntarily disconnects and reconnects service within a 12-month period at the same location will be assessed a connection fee of \$75.00, of which \$50.00 is an AGL pass-through charge.

Switching Charge – If you have switched your service more than once during the last 12 months, you will be assessed a \$7.50 AGL switch fee.

Late Charge – If your payment is late, NAPG reserves the right to bill a Late Charge in the amount of \$10.00 or 1.5 percent of the past due amount, whichever is greater. A late fee will not be applied if the past due balance is less than \$30.00.

Insufficient Funds Charge – If any returned check, bank draft, or credit card transaction is not processed due to insufficient funds, NAPG reserves the right to bill a fee, not to exceed \$25.00.

8. Billing; Disputes

Payment is due in full on or before the due date on your bill. You will have at least 20 days from the date the bill is mailed to you to pay the balance due. After the due date, NAPG reserves the right to bill a late charge in the amount of \$10.00 or 1.5 percent of the past due balance, whichever is greater. A late fee will not be applied if the past due balance is less than \$30.00. AGL maintains and reads your natural gas meter and provides the actual meter reading to NAPG for billing. In the event that the actual meter reading is not available, NAPG will send an estimated bill. In such cases, the meter reading on your bill will be clearly marked as an estimate, and estimated bills will not be sent for more than 2 consecutive months. AGL shall be solely responsible for the accuracy of meter readings and/or estimates and NAPG shall have no liability of any kind for errors or inaccuracies in AGL's meter readings and/or estimates. If you receive a bill that contains charges that were incorrect or were previously unbilled, you are entitled to an extended payment arrangement of not less than 90 days. NAPG reserves the right to collect any outstanding balance on your account, even if you no longer receive natural gas service from NAPG. The account may be sent to a third party and/or collections attorney, and NAPG retains the right to seek additional costs associated with collecting the debt.

Budget Billing

If NAPG offers you a Budget Billing plan, your monthly payment will be determined by

averaging the projected annual bills over a 12 month period under your then current rate plan. At least once every 12 months, NAPG will reconcile the difference between what you have already paid and what your actual energy costs have been during that period. If you cancel your Budget Billing plan or if you fail to make a timely payment, your plan will be cancelled and any balance owed will become due.

Electronic Billing

NAPG may offer you the option to receive your bills via electronic mail, in accordance with all applicable GPSC rules. Under this service, you will not receive bills or notices in the mail. All payment options listed in these Terms and Conditions will remain available to you. NAPG reserves the right to cancel electronic billing, at any time without notice, and resume paper billing.

Billing Disputes

If you believe your bill is incorrect, please call 1-(800) 319-4224 or email customer@napower.com. In order to avoid late fees or disconnection of service, you must contact us within 30 days of your bill date. You are responsible for payment on any portion of the bill that is not in dispute by the stated due date. Once NAPG Customer Care has investigated your concern, you will receive a response with NAPG's resolution by telephone, or if you request it, a written response will be provided. Upon resolution of the disputed amount, any outstanding balance due shall be paid by the due date. You may also contact the GPSC with regard to any outstanding disputes. **ALL CLAIMS OF ANY KIND ARISING OUT OF, RELATING TO OR IN CONNECTION WITH THIS AGREEMENT 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 NAPG Customer Care or GPSC 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 NAPG 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 NAPG each waive the right to have these matters resolved by any court, including by a jury trial. Notwithstanding the arbitral tribunals' power to rule on its own jurisdiction and the validity or enforceability of the agreement to arbitrate, the tribunal 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 NAPG Customer Care or the GPSC, send a Notice of Dispute by U.S. Mail to NAPG at the address provided under "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.

9. Payment Options

NAPG offers the following options for payment:

Mail – Check or money order can be mailed to the address on your bill. Your payment may take up to 7 days to process.

Automatic Bank Draft – When you enroll in automatic bank drafting, the full balance due on your account will be automatically withdrawn from your financial institution on or near the due date on your bill. To enroll, please call or visit www.napower.com.

Pay by Phone – Please call NAPG at 1-(800) 319-4224. A nominal fee will be charged to process your payment via check or credit/debit card.

Online Payment – Please visit www.napower.com to enroll your account via check or credit/debit card. A nominal fee will be charged to process your payment.

Payment Locations – Please contact us at 1-(800) 319-4224 to receive information on how to pay in person and locate the nearest payment center. Cash payments are accepted at in-person payment centers. A nominal fee will be charged to process your payment.

10. Disconnection of Service

NAPG may issue a disconnection notice for an unpaid balance after the due date on your bill. If you do not pay the balance owed by the due date on the disconnection notice, service to your location may be discontinued. If AGL completes a shut-off for nonpayment (“SONP”), you must pay the full delinquent balance on the disconnection notice, any applicable reconnection charges and security deposit. NAPG reserves the right to deny you reconnection based on credit criteria and/or past payment history with NAPG. You must call for reconnection within 10 days of your disconnection date. After the 10 day period, your request for service will be processed as a new service request.

Restrictions on Service Disconnection

Disconnection During Illness

Service shall not be discontinued for nonpayment of a bill if you are a residential consumer who has a serious illness which would be aggravated by interruption of service, provided that you: a. notify NAPG of this condition in writing, or orally with written notice within 10 days thereafter; and b. within 10 days of giving such initial notice furnish a written statement from a physician, county board of health, hospital, or clinic identifying the illness, its expected duration, and certifying that the illness would be aggravated by interruption of service.

In such event, the proposed disconnection shall be held in abeyance for the shorter of either the length of the illness or one month from the date of such initial notice, and you may renew the postponement period one additional time by repeating the aforementioned procedure.

Seasonal Disconnect Restriction

Other rules notwithstanding, NAPG shall not discontinue service to a residential consumer for an unpaid bill between November 15 and March 15 if:

a. The consumer agrees in writing to pay the past due balance in equal installments for a maximum duration beginning with the first billing period after March 15 and concluding prior to the following October 15 unless the consumer fails to comply with such an agreement, and the consumer agrees in writing to pay all bills by their due date for current service received after said agreement unless the consumer fails to comply with such an agreement; or

b. The forecasted low temperature for a 48 hour period beginning at 8:00 am on the date of the proposed disconnection is below 32 degrees Fahrenheit.

11. Contact Information

If you have any questions about your service, need to make a service request, or have a general inquiry, please contact NAPG Customer Service using the following information:

Toll Free: 1-(800) 319-4224

Email: customercare@napower.com

Corporate Headquarters Mailing Address:

North American Power and Gas

1500 Rankin Rd., Suite 200

Houston, TX 77073

12. Limitation of Liability; Force Majeure

NAPG is not responsible for the production, storage, or transportation of natural gas to your location. NAPG is undertaking no obligations, responsibilities, or liabilities upon and after delivery of natural gas to AGL's system. NAPG has no control over AGL, its employees and agents, or its facilities, and NAPG undertakes no responsibility or liability for the operations of AGL or for interruptions, termination, or deterioration of its delivery or other services due to actions by AGL or others. AGL is solely responsible for the natural gas once it enters the AGL system until the point of delivery and bears sole liability for any and all injury or damage. NAPG SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL OR PUNITIVE DAMAGES. NAPG MAKES NO WARRANTIES, EXPRESS OR IMPLIED, IN THESE TERMS AND CONDITIONS, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

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 reasonable 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 AGL; regulatory, administrative, or legislative action, or action or restraint by court order or governmental authority; or any act or omission of a third party not under our control.

13. Change to Terms and Conditions

NAPG reserves the right to change its Terms and Conditions of Service to you at any time. A written notice of the changes will be provided to you no less than 25 days before the effective date. The notice will describe the changes in the Terms and Conditions of Service and explain your options, including a right of rescission and your right to select a different marketer for your natural gas service. If you are on a fixed rate plan, the price per therm cannot be changed during the applicable Fixed Price Period.

14. Privacy Policy

NAPG collects information about you, your gas usage, and other pertinent information. Information from third parties, including but not limited to credit reports, are obtained through normal conduct of business. NAPG may disclose such information to its agents, representatives, affiliates, contractors and subcontractors for any billing, collection and/or marketing purposes. NAPG may disclose information to authorized agencies investigating potentially hazardous or illegal activity.

15. Governing Law

NAPG's service to you and these Terms and Conditions are governed by applicable federal law and the laws of the State of Georgia, including the laws applying to the sale of goods and the applicable provisions of the Uniform Commercial Code as adopted by the State of Georgia.

16. Assignment

These Terms and Conditions of Service and your Disclosure Statement constitute the complete agreement between NAPG and you, and can be assigned by NAPG without your consent. You may not assign this Agreement without NAPG's consent.

17. Waiver

No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. Failure of either party to exercise any right hereunder shall not constitute a waiver hereunder and shall not impair the exercise of such rights at any later time.

18. 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.